



City of Carmel

CARMEL COMMON COUNCIL MEETING AGENDA

MONDAY, NOVEMBER 18, 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**
 - a. **Swearing-In of New Carmel Police Officer:**
 - **Travis Brady**
6. **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**
7. **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**
8. **CONSENT AGENDA**
 - a. **Approval of Minutes**
 1. October 21, 2024 Regular Meeting
 2. October 30, 2024 Special Meeting
 - b. **Claims**
 1. Payroll - \$3,875,334.06
 2. General Claims – \$3,617,796.40
 3. Retirement – \$110,705.10 (October) and \$110,705.10 (November)
 4. Wire Transfers – \$4,932,915.52
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. Economic Development Commission (Bi-annual – February, August)
- f. Library Board (Annual – February)
- g. Ethics Board (Annual – February)
- h. Parks Department (Quarterly – February, May, August, November)**
- i. Climate Action Advisory Committee (Quarterly – March, June, September, December)
- j. All reports designated by the Chair to qualify for placement under this category.

12. OLD BUSINESS

- a. Fifth Reading of Ordinance D-2726-24; An Ordinance of the Common Council of the City of Carmel, Indiana, Approving and Adopting a Third Amendment to Interlocal Agreement; Sponsor(s): Councilor(s) Snyder and Taylor. **Remains in the Land Use and Special Studies Committee.****

Synopsis:

Third Amendment to Interlocal Cooperation Agreement.

- b. Third Reading of Ordinance D-2740-24; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 1, Sections 2-1, 2-3, 2-6, 2-10, 2-12, 2-13 and 2-14 of the Carmel City Code; Sponsor(s): Councilor(s) Green and Aasen. **Remains in the Finance, Utilities and Rules Committee.****

Synopsis:

Ordinance clarifying purpose and duties of components of government.

- c. Third Reading of Ordinance D-2741-24; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 6, Sections 2-301, 2-302 and 2-303, of the Carmel City Code; Sponsor(s): Councilor(s) Green and Aasen. **Remains in the Finance, Utilities and Rules Committee.****

Synopsis:

Ordinance amending budget procedures of the City of Carmel.

- d. Petition for Alley/Street Vacation or Order to Remove Obstructions; 40 East Main Street, Carmel, IN 46032; Carmel Library Associates, LLC, Property Owner. **Remains in Land Use and Special Studies Committee.****

13. PUBLIC HEARINGS

- a. **Resolution CC-11-18-24-06**; A Confirmatory Resolution Designating an Economic Revitalization Area and Approving Tax Abatement for Qualifying Certain Personal Property – Alliance for Cooperative Energy Services Power Marketing, LLC; Sponsor(s): Councilor(s) Joshi and Worrell.

Synopsis:

A resolution confirming the designation of the real property located at 4140 W 99th Street, Carmel, Indiana as an economic revitalization area and granting a partial abatement of property taxes attributable to certain eligible equipment installed therein.

14. NEW BUSINESS

- a. **First Reading of Ordinance D-2747-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Establishing Lake City Bank as the Financial Institution for Public Monies of the City; Sponsor(s): Councilor(s) Green and Taylor.

Synopsis:

Ordinance establishes Lake City Bank as the financial institution for the City of Carmel depository of public monies.

- b. **Resolution CC-11-18-24-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds within the General Administration Department Budget (Fund #1205); Sponsor(s): Councilor(s) Green and Taylor.

Synopsis:

Transfers \$182,000.00 within the 2024 General Administration Department budget.

- c. **Resolution CC-11-18-24-02**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds from the Carmel Police Department Budget (Fund 1110) into the Marketing and Communications Department Budget (Fund 1203); Sponsor(s): Councilor(s) Green and Taylor.

Synopsis:

Transfers \$200,000.00 from the 2024 Carmel Police Department budget into the 2024 Marketing and Communications budget.

- d. **Resolution CC-11-18-24-03**; A Resolution of the Common Council of the City of Carmel, Indiana, to Limit the Rate for Taxes Payable in 2024 and Certain Past Years and Authorize Necessary Temporary Borrowing Among City Funds; Sponsor: Councilor Taylor.

Synopsis:

A resolution authorizing appeal to the Department of Local Government Finance for permission to increase the City's 2025 ad valorem property tax levy in excess of the normal maximum allowable amount.

- e. **Resolution CC-11-18-24-04**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds within the Common Council Budget (#1401); Sponsor(s): Councilor(s) Aasen, Taylor, Green, Snyder and Minnaar.

Synopsis:

Transfers \$109,400.00 within the 2024 Common Council budget.

- f. **Resolution CC-11-18-24-05**; A Resolution of the Common Council of the City of Carmel, Indiana, Creating an Affiliate Review Committee; Sponsor: Councilor Worrell.

Synopsis:

This Resolution authorizes the creation of a joint committee of the executive and legislative branches to evaluate the purpose, governance and tax structure and related fiscal and risk aspects of all nonprofit corporations and community development corporations that are affiliates of the City of Carmel.

15. AGENDA ADD-ON ITEMS

16. OTHER BUSINESS

a. Approval of 2025 Common Council Meeting Calendar and Deadlines

17. ANNOUNCEMENTS

18. ADJOURNMENT



City of Carmel

CARMEL COMMON COUNCIL MEETING MINUTES

MONDAY, OCTOBER 21, 2024 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Council President Anthony Green, Council Members: Jeff Worrell, Ryan Locke, Rich Taylor, Adam Aasen, 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

J.R. Sandadi of Hindu Swayamsevak Sangh delivered the invocation.

RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS

Major Shane Collins of the Carmel Police Department introduced two new officers, Officer Mitchell Sobek and Officer Joshua Norman. Officers Sobek and Norman were sworn in by Mayor Sue Finkam.

Councilor Shannon Minnaar introduced Sky Simpson, a multi-Special Olympic Medalist, who has qualified for the IPF Power Lifting World Open Equipped Championship in Iceland, on November 11th -16th. He will compete with 300 athletes from around the world, with 20 Special Olympians being represented. Sky's coaches and teachers describe him as compassionate, caring, always willing to help others, and as "The face of inclusion" of Carmel Clay Schools.

RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL

There were none.

COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS

Councilor Joshi announced that Carmel's first Diwali Festival will be held on Saturday, October 26th, from 5 – 8 p.m. in Midtown Plaza. This event is free and everyone in the community is invited to attend.

Council President Green spoke to Council about the move towards greater transparency, and how the Legislative branch and the Executive branch are working together as co-equal branches of government. The

democratic process of discussion, debate, and sometimes confrontation, are all necessary to work towards a consensus in the decision-making process. To this end, the Common Council had an independent study of the City's debt performed, by a subjective third party. The Mayor made sure that the books were completely open, so that the study could be conducted thoroughly and correctly. This is a great example of co-equal branches of government working in cooperation. The results of the study were openly shared with the public, unredacted, with nothing hidden. The findings of the study were that the City is in a great financial position, with a great amount of debt capacity. Although that capacity is not unlimited. Through what was learned, Councilor Taylor worked with the Mayor's CFO, Zach Jackson, to consolidate the debt, freeing up general funds, which could be better used than paying off prior debt obligations. We also learned that we had the capacity to do a \$110 million bond to be used for needed infrastructure projects. Councilor Snyder worked together with Chief Infrastructure Officer, Jeremy Kashman, to outline these projects. This is another example of the two branches of government working collaboratively to see that the needs of the City are met.

At the beginning of this year, Council President Green reached out to request that the Hotel Carmichael give a full report to the new Council, and Mayor Finkam made it happen. We learned that the hotel had some rough years, especially through the pandemic, but that now the hotel is doing incredibly well, exceeding all expectations of profit. Another item to address is the budget. For years, our revenues greatly exceeded our expenses. This allowed us to give more discretion to our department heads or third parties (such as the Christkindlmarkt) on spending. Now, expenses are growing at a rate greater than that of revenue. We are not in immediate danger, but now is the time to get a hold on our expenses, with more oversight.

President Green then addressed the Christkindlmarkt, and the different concerns that were expressed by citizens at the October 7th Common Council meeting, particularly in terms of communication between the Mayor's Office and the Market CEO & Board, or lack thereof. President Green shared that the Mayor's Office reports that there were five separate requests to the Market to provide financial information between May 28th and July 10th. Additionally, he shared that he had consulted with the Council's outside Counsel on the governing structure of the Christkindlmarkt. It is that Counsel's opinion that the Mayor is the sole appointing authority for the Christkindlmarkt, and she is absolutely within her legal rights to appoint or remove any board member at any time for any reason. Lastly, some residents were calling for an investigation. President Green does not personally feel that this would be warranted, based on the facts of the situation. But if a quorum of Councilors wish to launch an investigation, they will have to make that known during the "Other Business" portion of this meeting.

Mayor Finkam then spoke, thanking Council President Green for his comments. She stated that she wished to clarify that the Christkindlmarkt Chair did give her information, but it was not everything that had been asked for, and the remaining information has still not been received. The Mayor also thanked the Council for all the work they have done on the City's budget.

CONSENT AGENDA

Councilor Minnaar 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. October 7, 2024 Regular Meeting

b. Claims

1. Payroll - \$3,740,674.35
2. General Claims – \$2,464,871.92

3. Retirement – \$110,705.10
4. Wire Transfers - \$2,268,740.07

ACTION ON MAYORAL VETOES

There were none.

COMMITTEE REPORTS

Councilor Worrell reported that the Finance, Utilities and Rules Committee met on Monday, October 14th to discuss Resolution CC 10-07-24-04. Later that day, the committee reconvened to discuss the other ten items on the agenda, which will be addressed as they come up during this meeting.

Councilor Snyder reported that the Land Use and Special Studies Committee is still discussing the UDO and the Parks' Interlocal Agreement. The committee will not be meeting this Wednesday, October 23rd. The next meeting will be the regularly scheduled date of November 20th.

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

There were none.

OLD BUSINESS

Council President Green announced the fourth reading of **Ordinance D-2726-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Approving and Adopting a Third Amendment to Interlocal Agreement; Sponsor(s): Councilor(s) Snyder and Taylor. This item remains in the Land Use and Special Studies Committee.

Council President Green announced **Resolution CC-10-07-24-04**; A Preliminary Resolution Designating an Economic Revitalization Area and Qualifying Certain Personal Property for Tax Abatement – The Alliance for Cooperative Energy Services Power Marketing, LLC; Sponsor(s): Councilor(s) Joshi and Worrell. This resolution had been sent to the Finance, Utilities and Rules Committee. Councilor Worrell shared that the Finance Committee returns this item with a favorable recommendation, as they feel it makes sense for this property. Director of Economic Development, Nick Weber, then explained how the process works to grant a new tax abatement. If this preliminary resolution is passed tonight, there will then be a public notice in the newspaper, and the taxing entities will also be notified of a public hearing at the next Council meeting, where an additional resolution will be presented to approve the tax abatement. Councilor Aasen moved to approve the resolution. Councilor Taylor seconded the motion. There was no discussion. Council President Green called for the vote. **Resolution CC-10-07-24-04** approved 7-2. (Councilors Locke and Snyder opposed.)

Council President Green announced the second reading of **Ordinance D-2744-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of General Obligation Bonds for the Purpose of Providing Funds to Refinance Certain Capital Equipment Leases and Incidental Expenses in Connection Therewith and on Account of the Issuance and Sale of the 2024 Bonds and Appropriating the Proceeds Derived from the Sale of Such Bonds; Sponsor: Councilor Taylor. Councilor Worrell stated that after meeting with Bond Counsel and municipal advisors, and getting all questions answered, this item returns from the Finance, Utilities and Rules Committee with a positive recommendation. However, a public hearing is required for this ordinance, which will happen on October 30th, due to the public notice for said hearing not being published in time for today's meeting. This item was then held over for a public hearing.

Council President Green announced the second reading of **Ordinance D-2737-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Creating the Carmel Surtax Fund and Imposing a Motor Vehicle License Excise Surtax; Sponsor(s): Councilor(s) Green and Aasen. Returns from the Finance, Utilities and Rules Committee. Councilor Worrell stated that both this ordinance and the next on the agenda (the Wheel Tax ordinance) are returning from the Finance, Utilities and Rules Committee with a positive recommendation. Although no one likes or wants to impose these taxes, the information that we have received from the Indiana Legislature, via Mayor Finkam, advises us that this is something we need to do. Councilor Aasen moved to approve. Councilor Minnaar seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2737-24** approved 7-2. (Councilors Taylor and Ayers opposed.)

Council President Green announced the second reading of **Ordinance D-2738-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Creating the Carmel Wheel Tax Fund and Imposing a Municipal Wheel Tax, Sponsor(s): Councilor(s) Green and Aasen. Councilor Worrell again stated that this returns from the Finance, Utilities and Rules Committee with a positive recommendation. Councilor Aasen moved to approve. Councilor Minnaar seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2738-24** approved 7-2. (Councilors Taylor and Ayers opposed.)

Council President Green announced the second reading of **Ordinance D-2732-24**; An Ordinance of the Common Council of Carmel, Indiana, Establishing the Appropriations for the 2025 Budget; Sponsor(s): Councilor(s) Green and Aasen. Council President Green pulled this item out of the Budget Committee, to which it had previously been sent. President Green asked City CFO Zak Jackson to explain the changes that have been made to this ordinance since its introduction on October 7th. Mr. Jackson showed that through the process of refining the budget, the total has decreased by around \$1.8 million, from \$234,766,605.00 to \$232,976,712.59. Changes include the removal of new positions in the Marketing Department and the Intergovernmental Affairs position, reduction of rebranding expenses, reduction of small maintenance projects, and more. The total General Fund revenues for next year are \$147 million. Our original budget appropriated \$146 million, and these new reductions will further decrease it by around \$1.7 million. Councilor Snyder then expressed his appreciation for everyone involved in working through the budget process. He stated that the budget that has been reached is extremely different than the one that was initially presented. He stated that Henry Mestetsky, Director of Redevelopment, is excellent at his job, and that Carmel needs him. He stated that he disagrees entirely with the position that Carmel needs a rebranding, as Carmel is a thriving city, and not a brand that is failing. He appreciated the Mayor's professionalism throughout this process, as well. Councilor Taylor then moved to amend the budget to this version presented by Zac Jackson. Councilor Worrell seconded the motion. There was no discussion. Council President Green called for the vote. Motion to Amend **Ordinance D-2732-24** approved 9-0.

Council President Green then asked for comments regarding any line items that the Council wished to address. Councilor Snyder stated that he would like to amend the Police Budget's line item for clothing allowance. Since new officers are not eligible for the clothing stipend during their first year, \$12,000.00 could be deducted from this account without affecting the current officers' clothing stipend. Councilor Snyder moved to reduce the Clothing Allowance line item from \$241,500.00 to \$229,500.00. Councilor Locke seconded the motion. There was no discussion. Council President Green called for the vote. Motion approved 9-0.

Councilor Worrell stated that he would like to amend the Board of Public Works' stipend to be more in line with that of the Plan Commission, which is \$125.00 per meeting. This would change the Part-Time line item from \$24,000.00 to \$9,000.00. It would also remove the FICA line item of \$1,500.00 and remove the Medicare line item of \$350.00. Councilor Worrell moved to make these reductions. Councilor Snyder seconded. There was no further discussion. Council President Green called for the vote. Motion approved 9-0.

Councilor Snyder stated that he would like to reduce the Economic Development Department's line item for Stationery from \$2,750.00 to \$1,750.00, as this line items shows a 1,275% budget increase. Councilor Locke seconded the motion. Zac Jackson stated that this department did not exist last year, so the only prior budget to compare it to would be a partial budget that was approved this Spring. There was no further discussion. Council President Green called for the vote. Motion approved 7-2. (Councilors Green and Joshi opposed.)

Councilor Snyder asked Mr. Jackson to identify what the \$30,000.00 of Miscellaneous Supplies in the Economic Development budget are for. Nick Weber told Council that those funds are for the Carmel Bounce Back program (also known as "Make My Move"), which incentivizes former Carmel residents to move back to Carmel. Councilor Snyder also asked about the \$155,000.00 in the department's budget for Consulting Fees. Mr. Weber explained that these funds would pay for Data Generation and Analysis of the value that developers get when choosing Carmel. Having this information puts us in a better negotiating position. Councilor Taylor stated that he is highly supportive of this expenditure.

Councilor Snyder moved that the Other Professional Fees line item in the Economic Development Budget be reduced from \$40,000.00 to \$20,000.00. Mr. Weber explained that this \$40,000.00 is the other part to the Carmel Bounce Back program. Councilor Locke explained that this budget might look like it's grown, but it hasn't grown at the same rate that Carmel has grown. From a fiscal perspective, we have less resources for the assessed value of the property in our city, because of the growth of our city based on the state tax cap. That puts us in a position that we have to make sure that the money we're spending helps us reach that level of service that our constituents and our city need to support that increased value, which is why we've been a little more strategic in our removal of items from the budget this year, so as to ensure that that growth is sustained in a way that we don't increase too much moving forward. We are not cutting just to cut, but we don't want to appropriate money to programs before we know if they are worthwhile. In terms of the Make My Move program, Councilor Locke stated that he is not sure whether or not this endeavor makes sense, when we already have more people moving to Carmel than we have the housing supply to accommodate. Councilor Taylor explained that the chart of accounts does not perfectly describe what that budgeted amount pertains to. That's why we are asking these questions, because the account being called "Other Professional Fees" does not automatically let us know that it holds funds for the Make My Move program. Councilor Aasen stated that he agrees with Councilor Locke regarding this program, and questions why we need to entice or incentivize people to move to our city, when we don't have enough housing. He stated he would like to learn more about the program before diving headfirst into it. Councilor Joshi stated that these questions are so important because we need to know exactly what we are voting on, to best represent our citizens and let them know what they are getting from their budget. Councilor Snyder stated that based on this discussion, he is withdrawing his motion, and instead moving that we zero out the "Other Professional Fee" line item. Councilor Worrell seconded the motion. President Green asked if there was any further discussion. Councilor Worrell stated that he some of these programs feel a little "P.R.-ish", and that he'd rather see us pay attention to the companies that are already in Carmel. We can give abatements to new businesses, but what are we doing for those that are already here, invested in our community and paying their taxes? That is the highest priority to him. There was no further discussion. President Green called for the vote. Motion approved 8-1. (Councilor Taylor opposed.)

Councilor Locke then moved that we go back to that \$30,000.00 in the Economic Development line item for Miscellaneous Supplies, related to the Make My Move program, and remove it. Zac Jackson stated that he had already removed that \$30,000.00, but he may have mistakenly taken it out of CRC Grants instead. Councilor Locke amended his motion to move the \$30,000.00 from Miscellaneous Supplies to CRC Grants, which shouldn't have been reduced. Councilor Joshi seconded. Zac Jackson stated that the removal of this \$30,000.00 from Miscellaneous Supplies would take away the entire \$70,000.00 for the Make My Move program. There was no further discussion. Council President Green called for the vote. Motion approved 8-1. (Taylor opposed.)

Councilor Snyder asked Bradley Pease, City Engineer, about the Other Miscellaneous line item in the Engineering Department budget. Mr. Pease did not have the specifics available for that line. Jeremy Kashman, Chief Infrastructure Officer, stated that this item is utilized for other traffic equipment, such as traffic counting signs, levels, hardhats.

Councilor Locke then asked about the \$80,000.00 of Other Professional Services in the Marketing and Communications (MAC) budget. Mayor Finkam responded that this line item was reduced to two-thirds of the previous amount. There were previously three consultants, now that contract has been reduced to just one PR consultant.

Councilor Worrell asked about paying for outside videographer services, and where that would be found in the MAC budget. Mayor Finkam responded that she does not believe we have funds for that in 2025, and that we have our own videographer now.

Councilor Snyder asked about the MAC budget line item of \$276,000.00 for City Promotional Advertising. Zac Jackson responded that this item was reduced by \$100,000.00. He then detailed what this line item was comprised of, including funds for Pedcor, which puts on Oktoberfest. Kelly Douglas explained how Pedcor uses these funds to put on events such as Oktoberfest or Sip 'n Shop, which drives business to City Center. Councilor Snyder then asked about MAC's 617% increase in Promotional Printing. Ms. Douglas responded that this is due to items being correctly appropriated to the correct buckets. These funds are for print advertising for anything in The Current, Indy Star, Carmel City Lifestyle, etc. These are expenditures we have had in past budgets, but they are now more correctly categorized.

Councilor Aasen asked about City Website Fees of \$125,000.00. Ms. Douglas stated that this is for website redesign as well as hosting fees. Councilor Aasen asked if a redesign is prudent at this time, as we should get through the rebrand first. Councilor Snyder stated that he could get behind a redesign of the website, because he finds it very difficult to navigate. Councilor Minnaar asked about hosting fees and Ms. Douglas responded that the cost depends on the functionality of the website. Councilor Joshi thanked Ms. Douglas for spelling out the advertising dollars in the budget the way she did, as it made it much easier to understand.

Councilor Locke asked about \$334,160.00 in Special Projects and also if we could discuss the festivals/city events piece further. Mayor Finkam stated that we will be doing a quarterly review going forward, so we can analyze the festivals and events that took place, what was spent, what the success was or wasn't, and what we've learned. This will help us to be able to say to Council in the future, "This is what we want to do, and this is what it will cost," when we seek appropriations. Ms. Douglas detailed what the Special Projects line item consists of, including numerous committees, advisory commissions, meeting room rentals, hospitality items, and more. Councilor Locke also asked about line items for hardware and software, and how that differs from communications equipment, video equipment, etc. Zac Jackson clarified that software used by every employee in every department is built into the IT department's budget. If it's something that's more specific to a certain department, then that is built into that department's budget.

Councilor Snyder asked about Building Repairs and Maintenance under Facilities Management, in the amount of \$600,000.00. Councilor Snyder proposed a cut of \$393,550.00, as the amount of \$600,000.00 would be a capital improvement, and could be better funded not out of the general fund. Mayor Finkam asked if some of the needed repairs/improvements could be funded out of the bond we just approved. Councilor Worrell asked if the renovations to City Hall that happened this year would affect next year's budget, and Mayor Finkam answered no. Councilor Taylor spoke about how all of this questioning points to the need for a long-term capital asset management plan, which would outline the expected expenses each year. Mr. Jackson responded that he did include \$100,000.00 in the budget for the Finance department to do a 20-year capital master plan. Councilor Taylor concurred that it would cost more than that, but suggested a Performance Contracting Delivery method, which is what the Parks Department did, so that the vendors who

respond to an RFI for this type of study could use it as a loss-lead to hopefully get the work later down the road. Councilor Taylor said he would support this endeavor to create a master plan. With over 40 city buildings to maintain, both Councilors Minnaar and Joshi confirmed their support for coming up with such a plan. After all of this discussion, Councilor Snyder moved that we remove \$400,000.00 from this line item, leaving \$200,000.00. We would rather spend funds on a study that will lay out a capital master plan for the future. Councilor Worrell seconded the motion. There was no further discussion. Council President Green called for the vote. Motion approved 9-0.

Councilor Locke spoke about how this has been a learning process for this Council, and how they have had to be super creative in this process, because of our city's incredible growth. Carmel is growing faster than we are allowed to grow our revenue. So for every new piece of infrastructure we add, for every new citizen that moves here, they receive a little less pro-rata distribution of the tax dollars that are collected, because we're not allowed to grow our revenue that fast. Councilor Minnaar also reiterated that this was a very interesting learning process as a new Councilor. She thanked the department heads for their collaborative work during this budgeting process. Councilor Snyder asked Zac Jackson to total up the General Fund at this point. Dr. Joshi spoke about the importance of setting aside 1% for the arts, which are Carmel's calling card. Mr. Jackson responded that everything else apart from the Arts Support line item totals \$142.45 million. Councilor Joshi made a motion to amend the line item for Arts Support to \$1.47 million. Councilor Minnaar seconded the motion. Councilor Taylor stated that this is based on expected revenue, which is not guaranteed. Councilor Aasen pointed out that this money isn't spent until it's appropriated. We can monitor our revenue and adjust these expenses accordingly. We have an ordinance that states we can use up to 1% of revenue for supporting the arts, but we don't want to go over that and violate our own ordinance. There was no further discussion. Council President Green called for the vote. Motion to amend Arts Support to \$1.47 million approved 9-0.

Council President Green then asked for a motion to approve the budget with all of the aforementioned amendments. Councilor Snyder moved to approve the amended budget. Councilor Joshi seconded. There was no further discussion. Council President Green called for the vote. Motion to approve **Ordinance D-2732-24** as amended, approved 9-0.

Council President Green announced the second reading of **Ordinance D-2734-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and Employees of the Carmel City Court for the Year 2025; Sponsor(s): Councilor(s) Snyder, Minnaar and Ayers. This returned from the Finance, Utilities and Rules Committee with a favorable recommendation. Councilor Worrell made a motion to approve the ordinance. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2734-24** approved 9-0.

Council President Green announced the second reading of **Ordinance D-2733-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Deputies and Employees of the Carmel City Clerk for the Year 2025; Sponsor(s): Councilor(s) Aasen, Ayers and Taylor. This returned from the Finance, Utilities and Rules Committee with a favorable recommendation. Councilor Worrell moved to approve. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2733-24** approved 9-0.

Council President Green announced the second reading of **Ordinance D-2735-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and Employees of the City of Carmel, Indiana, for the Year 2025; Sponsor(s): Councilor(s) Green and Aasen. This item had been in the Finance, Utilities and Rules Committee. Council President Green pulled it out of committee. Based on Council feedback, Zac Jackson made changes to this ordinance. The Director of Communications position that had been inadvertently removed was put back in. The Chief of Staff salary was reduced. The Intergovernmental Affairs Liaison position was eliminated. There were corrections to the Master Patrol

Officer and the Master Firefighter positions. Councilor Worrell then asked Samantha Karn, Corporation Counsel, about the BPW Appointees' compensation, changing it from an annual amount of \$8,785.00 to a payment of \$125.00 per meeting attended, including special meetings, such as training, which is the same as Plan Commission. Councilor Snyder commented that he did not remember asking for the Chief of Staff salary reduction, and he does not feel comfortable with that happening. Mayor Finkam thanked Councilor Snyder for taking that position, because she, too, felt that the Chief of Staff salary should not be reduced. Councilor Worrell then made a motion to amend version B of this ordinance to keep the Chief of Staff salary where it was, and to change the BPW stipend to match the Plan Commission's compensation. Councilor Snyder seconded, and then commented that it may have been his comments that were misinterpreted, but he never wanted this position's salary to be reduced. There was no further discussion. Council President Green called for the vote. Motion to Amend approved 9-0. Councilor Aasen moved to approve the ordinance as amended. Councilor Minnaar seconded. Councilor Locke asked if Zac Jackson could verify if the intent is for all employees to get a 3% raise. Mr. Jackson confirmed that intent and said that we are at the beginning of doing a salary study, so this classification system of positions is going to get a complete overhaul. There was no further discussion. Council President Green called for the vote. **Ordinance D-2735-24** approved as amended, 9-0.

Council President Green announced the second reading of **Ordinance D-2736-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Elected Officials of the City of Carmel, Indiana, for the Year 2025; Sponsor(s): Councilor(s) Green and Aasen. This returns from the Finance, Utilities and Rules Committee with a positive recommendation. Councilor Minnaar moved to approve the ordinance. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2736-24** approved 8-1. (Councilor Snyder opposed.)

Council President Green announced the second reading of **Ordinance D-2739-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Article 4, Sections 2-94, 2-106 and 2-150 and Adding Sections 2-154 and 2-155 of the Carmel City Code; Sponsor(s): Councilor(s) Green and Aasen. This item returned from the Finance, Utilities and Rules Committee with a positive recommendation. Councilor Worrell stated that this ordinance creates the Surtax and Wheel Tax funds for the collected monies to be moved to. Councilor Aasen moved to approve the ordinance. Councilor Minnaar seconded. There was no discussion. **Ordinance D-2739-24** approved 8-1. (Councilor Ayers opposed.)

Council President Green announced the second reading of **Ordinance D-2740-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 1, Sections 2-1, 2-3, 2-6, 2-10, 2-12, 2-13 and 2-14 of the Carmel City Code; Sponsor(s): Councilor(s) Green and Aasen. This item remains in the Finance, Utilities and Rules Committee.

Council President Green announced the second reading of **Ordinance D-2741-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 6, Sections 2-301, 2-302 and 2-303, of the Carmel City Code; Sponsor(s): Councilor(s) Green and Aasen. This item remains in the Finance, Utilities and Rules Committee.

PUBLIC HEARINGS

Council President Green announced the first reading of **Ordinance D-2742-24**; 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; Sponsor(s): Councilor(s) Green and Aasen. Councilor Aasen moved to introduce the item into business. Councilor Snyder seconded. Councilor Aasen presented the item to Council. Zac Jackson explained that the Department of Local Government Finance (DLGF) took exception to the inclusion of the Supplemental LIT Distribution when Council adopted the

budget last year. DLGF cut this out of last year's budget, so this ordinance restores the amount of the cuts that were made last year. Councilor Worrell stated that the amount is \$17,343,102.00. Council President Green started the public hearing at 9:23 p.m. Seeing no one who wished to address the Council, President Green closed the public hearing at 9:24 p.m. Councilor Taylor moved to suspend the rules and act on this tonight. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. Motion to Suspend the Rules approved 9-0. Councilor Taylor moved to approve the ordinance. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2742-24** approved 9-0.

Council President Green announced the first reading of **Ordinance D-2743-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional Appropriation of Funds from the Opioid Settlement Fund (256) into the Subscription Software Line Item (4355600); Sponsor(s): Councilor(s) Green and Aasen. Councilor Aasen moved to introduce the item into business. Councilor Taylor seconded. Councilor Aasen presented the item to Council. Zac Jackson reminded the Council that the city is getting two streams of funding pertaining to the Opioid Settlement dollars. One is the restricted fund, which must be used for mental health or opioid treatment type services. The other stream is unrestricted, which can be used for anything. We would like to appropriate those funds for Flock safety cameras for the city. Council President Green opened the public hearing at 9:26 p.m. Seeing no one who wished to speak, he closed the public hearing at 9:27 p.m. Councilor Snyder moved to suspend the rules and act on this tonight. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. Motion to Suspend the Rules approved 9-0. Councilor Snyder moved to approve the ordinance. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2743-24** approved 9-0.

Council President Green announced the last Public Hearing item on the agenda, the **Petition for Alley/Street Vacation or Order to Remove Obstructions**; 40 East Main Street, Carmel, IN 46032; Carmel Library Associates, LLC, Property Owner. Councilor Snyder moved to introduce the item into business. Councilor Aasen seconded. Christine Altman, of Carmel Library Associates, spoke. Carmel Library Associates owns the property in question located at 40 East Main Street. Ms. Altman stated that this petition is to remedy an obstruction which is prohibiting her tenant, Woody's restaurant, from removing their trash from the alley behind the building. When Lot One was developed, the owner inserted a railing, which is the obstruction. The alley is unplatted, which means the owner is undetermined. This was for the benefit for the abutting properties. Ms. Altman has asked the developer under what authority did they place the obstruction? The developer made a variance request in April of 2024 of the BPW, and Ms. Altman's stance is that the BPW does not have the authority to allow obstructions by state statute. Her other position is that this is not a right of way. It is solely for the use and convenience of the adjoining owners. Ms. Altman is going to file an amended petition, because during the process of filing this petition, Lot One Partners transferred ownership of their property to the Homeowner's Association. To make sure that the proper authorities were sufficiently notified, Ms. Altman will send an amended petition to the HOA of the property. She requests that the Council keep this public hearing open, until an ordinance is submitted, so that she can assure proper notice was given. Jeremy Kashman stated that the plan is to bring the letter to the next Board of Public Works meeting, asking for the obstruction to be moved. Mr. Kashman stated that then we could blend the sidewalk surface with the alleyway surface, and then everything would be ADA compliant. He also stated that the removal of an obstruction is a Board of Public Works item, an alleyway vacation is a Council item. Councilor Aasen asked how this situation came to be. Ms. Altman stated that she had absolutely no communication on this project at all. She believes communication from the developer may have been made with her tenant, but the communication did not get passed to her. She only learned of the obstruction when she saw in the newspaper that variances would be allowed or disallowed, well after they were already in place. Councilor Aasen stated that this speaks to a bigger conversation about making sure that when we do future CRC projects, we do not negatively impact the surrounding buildings and businesses. Councilor Worrell asked who would pay for the removal of the obstruction. Ms. Altman stated that is the Developer's

responsibility. This item was then sent to the Land Use and Special Studies Committee. This will stay on the agenda, and we will find out if it is taken care of by the Board of Public Works.

NEW BUSINESS

Council President Green announced **Resolution CC-10-21-24-01**; A Resolution of the Common Council of the City of Carmel, Indiana, to Limit the Rate for Taxes Payable in 2025 and Authorize Necessary Temporary Borrowing Among City Funds; Sponsor(s): Councilor(s) Green and Aasen. Councilor Aasen moved to introduce. Councilor Snyder seconded. Councilor Aasen presented the item to Council. Zac Jackson explained that this is a standard procedure that we go through every year, submitting this type of resolution to the DLGF describing where the property tax rate will fall and where those dollars will be allocated. Councilor Aasen made a motion to approve the resolution. Councilor Snyder seconded. There was no discussion. Council President Green called for the vote. **Resolution CC-10-21-24-01** approved 9-0.

AGENDA ADD-ON ITEMS

There were none.

OTHER BUSINESS

Councilor Worrell asked what the Councilors should do if there are still questions from constituents regarding the Christkindlmarkt and who owns it/controls it. Councilor Taylor stated that according to the IRS form, this is a parent-subsidiary relationship between the Type I organization and the supporting organization that formed it. Councilor Worrell also asked the Mayor if she has all of the financial information that she is looking for. Mayor Finkam stated that they are comprising a list of things that they still need to accurately determine the financial health of the market. They are asking for reimbursement of the four contracts that were taken out. Councilor Aasen stated that he appreciates all of the information that's been presented, and with such a willing cooperation going forward, there's not a need to discuss an investigation at this time. But there still are a lot of questions that the Councilors are being asked by their constituents, and he would like to have a public discussion of those issues. Councilor Locke stated that he's not certain that he understands the relationship between the city and the non-profit, and he wants to make sure that the non-profit is protected the correct way, from a legal standpoint. Councilor Snyder asked who the current Council Liaison to the Christkindlmarkt Board is. It was Councilor Worrell last year, but we do not have one now. Councilor Taylor stated that legally, it is very clear who owns the Market, and who controls it. In his mind, that issue is settled. Where he thinks some people have an issue is with the manner in which the Mayor replaced the Board. We can investigate that all day long, but at the end of the day, it is 100% in the Mayor's purview to handle that the way she wants. He then asked the Council if they still feel there are actual legal questions to be answered. Councilor Aasen stated that he doesn't feel that this late hour at the end of a long meeting is the time to decide this matter. A lot of people really care about the Market and have asked questions, but maybe we should wait until after this year's Market. Councilor Locke stated that a third-party attorney that understands non-profit law could help us ensure that we are doing things in such a way as to not run afoul of the protections that the organization needs, and to not bring unintended liability onto the city, or anyone affiliated with the Market. Councilor Worrell stated that the CKM Board continues to retain Ice Miller as counsel, and Ice Miller had a problem with the city owning the Market. He asked the Mayor and Ms. Karn if they had any knowledge of the problem Ice Miller had with the ownership. Ms. Karn stated that this concern has been resolved, with the Board signing the document regarding said concerns as a binding agreement. Councilor Worrell asked if that document could be shared with the Council. Councilor Aasen told Councilor Locke that an outside counsel could be hired if we were doing an investigation. Councilor Locke responded that he is not recommending that.

ANNOUNCEMENTS

Councilor Snyder reminded everyone of the Diwali Festival this Saturday, October 26th.

ADJOURNMENT

Council President Green adjourned the meeting at 10:14 p.m.

Respectfully Submitted,

Jacob Quinn, Clerk

Approved,

Anthony Green, Council President

ATTEST:

Jacob Quinn, Clerk

DRAFT



City of Carmel

COMMON COUNCIL

SPECIAL MEETING MINUTES

WEDNESDAY, OCTOBER 30, 2024 – 8:00 A.M.

COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Council President Tony Green, Councilors Jeff Worrell, Rich Taylor, Teresa Ayers, Matthew Snyder, Anita Joshi, Shannon Minnaar and Deputy Clerk Jessica Komp were present. Councilors Adam Aasen and Ryan Locke were not present.

Council President Green called the meeting to order at 8:00 a.m.

CLAIMS

Councilor Taylor moved to approve claims. Councilor Minnaar seconded. There was no Council discussion. Council President Green called for the vote. Claims were approved 7-0.

1. Payroll - \$3,731,104.11
2. General Claims - \$3,486,750.45

PUBLIC HEARINGS

Council President Green announced the third reading of **Ordinance D-2744-24**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of General Obligation Bonds for the Purpose of Providing Funds to Refinance Certain Capital Equipment Leases and Incidental Expenses in Connection Therewith and on Account of the Issuance and Sale of the 2024 Bonds and Appropriating the Proceeds Derived from the Sale of Such Bonds; Sponsor: Councilor Taylor.

This was held for a public hearing until adequate notice had been given to the public, as a publication date for public notice had been missed. Dustin Meeks of Barnes & Thornburg explained that this bond ordinance includes additional appropriations of the bond proceeds, which necessitates the public hearing. Councilor Snyder asked if the existing capital leases that are being refinanced have already been completely spent. Zac Jackson, Chief Financial Officer, responded that there is a small amount left, maybe around \$250,000.00. That will be used for the originally contemplated projects. Council President Green opened the public hearing at 8:05 a.m. Seeing no one who wished to address the Council, President Green closed the public hearing at 8:06 a.m. Councilor Snyder moved to approve the ordinance. Councilor Joshi seconded. There was no discussion. Council President Green called for the vote. **Ordinance D-2744-24** approved 7-0.

ADJOURNMENT

Council President Green adjourned the meeting at 8:06 a.m.

Respectfully submitted,

Jacob Quinn, Clerk

Approved,

Anthony Green, Council President

ATTEST:

Jacob Quinn, Clerk

DRAFT

Total Gross Wages for REGULAR PAYROLL date 11/01/2024

\$2,681,836.06

Total Payroll Liabilities for REGULAR PAYROLL date 11/01/2024

\$1,193,498.00

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


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 the total amount of **\$3,875,334.06** is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2024

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

Council President

SUNGARD PENTAMATION, INC.
 DATE: 11/12/2024
 TIME: 09:18:07

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 2
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
ANNE MARIE BESSLER	414305	10/29/24	TRAVEL FEES & EXPENSES	1091-4343000	28.14	28.14
BLUEPAY PROCESSING, LLC	414306	10/29/24	OTHER PROFESSIONAL FEES	1081-4341999	17,906.86	
BLUEPAY PROCESSING, LLC	414306	10/29/24	OTHER PROFESSIONAL FEES	1081-4341999	182.50	18,089.36
BRAINSTORM PRINT	414307	10/29/24	GENERAL PROGRAM SUPPLIES	1125-4239039	55.00	
BRAINSTORM PRINT	414307	10/29/24	OTHER MISCELLANEOUS	1081-4239099	429.00	
BRAINSTORM PRINT	414307	10/29/24	OTHER MISCELLANEOUS	1091-4239099	429.00	
BRAINSTORM PRINT	414307	10/29/24	OTHER MISCELLANEOUS	1125-4239099	429.00	
BRAINSTORM PRINT	414307	10/29/24	CLASSIFIED ADVERTISING	1081-4346000	4,159.50	
BRAINSTORM PRINT	414307	10/29/24	CLASSIFIED ADVERTISING	1091-4346000	4,159.50	9,661.00
CAPITAL ONE COMMERCIAL	414308	10/29/24	REPAIR PARTS	1093-4237000	69.59	
CAPITAL ONE COMMERCIAL	414308	10/29/24	OTHER MAINT SUPPLIES	1093-4238900	384.31	
CAPITAL ONE COMMERCIAL	414308	10/29/24	OTHER MAINT SUPPLIES	1094-4238900	704.93	
CAPITAL ONE COMMERCIAL	414308	10/29/24	OFFICE SUPPLIES	1125-4230200	10.76	
CAPITAL ONE COMMERCIAL	414308	10/29/24	BUILDING MATERIAL	1125-4235000	374.29	
CAPITAL ONE COMMERCIAL	414308	10/29/24	SMALL TOOLS & MINOR EQUIP	1125-4238000	192.78	
CAPITAL ONE COMMERCIAL	414308	10/29/24	OTHER MAINT SUPPLIES	1125-4238900	73.56	1,810.22
CARMEL WELDING & SUPP INC	414309	10/29/24	REPAIRS TRAILER JACK	1125-4350000 60381	333.86	333.86
CHARDON LABORATORIES INC	414310	10/29/24	BUILDING REPAIRS & MAINT	1093-4350100	275.00	275.00
CITY BARBEQUE LLC	414311	10/29/24	GENERAL PROGRAM SUPPLIES	1081-4239039	239.85	239.85
TRUDY COLER	414312	10/29/24	CELLULAR PHONE FEES	1125-4344100	50.00	50.00
AUDREY COOPER	414313	10/29/24	TRAVEL FEES & EXPENSES	1125-4343000	96.74	96.74
CTI CONSTRUCTION LLC	414314	10/29/24	MGMT SERVICES NTE PROJECT	106-R4460715 55676	2,450.00	
CTI CONSTRUCTION LLC	414314	10/29/24	MGMT SERVICES NTE PROJECT	106-R4460715 55676	19,627.00	22,077.00
DIRECT FITNESS SOLUTIONS	414315	10/29/24	EQUIPMENT REPAIRS & MAINT	1096-4350000	778.00	
DIRECT FITNESS SOLUTIONS	414315	10/29/24	REPAIR PARTS	1096-4237000	99.98	
DIRECT FITNESS SOLUTIONS	414315	10/29/24	EQUIPMENT REPAIRS & MAINT	1096-4350000	778.00	1,655.98
FUN EXPRESS	414316	10/29/24	GENERAL PROGRAM SUPPLIES	1081-4239039	249.89	
FUN EXPRESS	414316	10/29/24	GENERAL PROGRAM SUPPLIES	1081-4239039	129.68	379.57
GRAINGER	414317	10/29/24	REPAIR PARTS	1093-4237000	76.32	76.32
HALL SIGNS, INC.	414318	10/29/24	PRINTING (NOT OFFICE SUP)	1091-4345000	905.79	905.79
HEART REACH MEDICAL LLC	414319	10/29/24	OTHER FEES & LICENSES	1091-4358300	2,244.00	2,244.00
HICKEY'S SHAVED ICE, LLC	414320	10/29/24	ADULT CONTRACTORS	1081-4340800	351.00	351.00
INDIANAPOLIS SYMPHONY ORC	414321	10/29/24	MARKETING & PROMOTIONS	1091-4341991	1,200.00	1,200.00
INDY ANNAS CATERING	414322	10/29/24	SPECIAL PROJECTS	1125-4359000	146.45	
INDY ANNAS CATERING	414322	10/29/24	CAPRA CEREMONY APPETIZERS	853-5023990 60345	2,517.50	2,663.95
BEST ONE OF INDY	414323	10/29/24	GARAGE & MOTOR SUPPIES	1125-4232100	205.00	205.00
FUN WITH FRANNIE	414324	10/29/24	ADULT CONTRACTORS	1081-4340800	360.00	360.00
JES & SONS 2-WAY LLC	414325	10/29/24	EQUIPMENT REPAIRS & MAINT	1081-4350000	126.75	

SUNGARD PENTAMATION, INC.
 DATE: 11/12/2024
 TIME: 09:18:07

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
JES & SONS 2-WAY LLC	414325	10/29/24	EQUIPMENT REPAIRS & MAINT	1081-4350000		93.75	220.50
ADAMSON'S KARATE CARMEL L	414326	10/29/24	ADULT CONTRACTORS	1081-4340800		400.00	400.00
MICHAEL KLITZING	414327	10/29/24	CELLULAR PHONE FEES	1125-4344100		100.00	
MICHAEL KLITZING	414327	10/29/24	GASOLINE	1125-4231400		219.51	319.51
KROGER CO	414328	10/29/24	OTHER MISCELLANEOUS	1125-4239099		37.73	
KROGER CO	414328	10/29/24	SPECIAL PROJECTS	1125-4359000		81.22	
KROGER CO	414328	10/29/24	GENERAL PROGRAM SUPPLIES	1081-4239039		106.25	
KROGER CO	414328	10/29/24	OTHER MISCELLANEOUS	1081-4239099		37.73	
KROGER CO	414328	10/29/24	OTHER MISCELLANEOUS	1091-4239099		37.73	
KROGER CO	414328	10/29/24	GENERAL PROGRAM SUPPLIES	1096-4239039		49.56	
KROGER CO	414328	10/29/24	CHILI COOK OFF SUPPLIES	853-5023990	60339	73.89	
KROGER CO	414328	10/29/24	EMP ENGAGEMENTS	1125-R4359000	56782	15.96	440.07
KROGER, GARDIS & REGAS	414329	10/29/24	LEGAL FEES	1125-4340000		6,879.89	
KROGER, GARDIS & REGAS	414329	10/29/24	WHITE RIVER CORRIDOR	106-4460715		870.00	
KROGER, GARDIS & REGAS	414329	10/29/24	BEAR CREEK PARK	106-4460716		217.50	
KROGER, GARDIS & REGAS	414329	10/29/24	TRAVEL FEES & EXPENSES	1081-4343000		435.00	
KROGER, GARDIS & REGAS	414329	10/29/24	TRAVEL FEES & EXPENSES	1091-4343000		2,901.00	11,303.39
LANDSCAPE FORMS, INC	414330	10/29/24	UMBRELLAS MIDTOWN PLAZA	1125-4237000	60223	983.16	983.16
LANDSCAPE STRUCTURES INC	414331	10/29/24	WESTERMEIER EQUIP	103-4462000	60165	2,029.68	2,029.68
MIDSTATES RECREATION	414332	10/29/24	REPAIR PARTS	1125-4239000	60259	797.50	797.50
MICRO AIR INC	414333	10/29/24	OTHER CONT SERVICES	1125-4350900		20.00	20.00
MIDWEST PARENTING PUBLICA	414334	10/29/24	MARKETING & PROMOTIONS	1091-4341991		495.00	495.00
MR. B'S LAWN MAINTENANCE	414336	10/29/24	GROUNDS MAINTENANCE	110-4350400		958.50	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	FOUNDERS PARK TURF	1125-4350400	60291	2,370.00	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	226.80	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	432.72	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	883.20	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	1,136.64	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	1,651.40	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	906.20	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	1,245.89	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	1,453.31	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	580.29	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	1,019.82	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	574.45	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	593.60	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	880.48	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	2,973.18	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	728.40	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	339.04	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	1,156.45	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	614.04	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	2,552.41	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	415.49	
MR. B'S LAWN MAINTENANCE	414336	10/29/24	LAWN MOWING CONTRACT	1125-4350400	59271	653.36	24,345.67
MIKE NORMAND	414337	10/29/24	CELLULAR PHONE FEES	1091-4344100		100.00	100.00

SUNGARD PENTAMATION, INC.
 DATE: 11/12/2024
 TIME: 09:18:07

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CENTERPOINT ENERGY	414359	10/31/24	NATURAL GAS	2201-4349000	40.06	40.06
CENTERPOINT ENERGY	414360	10/31/24	NATURAL GAS	1110-4349000	157.26	157.26
CENTERPOINT ENERGY	414361	10/31/24	OTHER EXPENSES	601-5023990	71.68	71.68
A T & T MOBILITY	414362	10/31/24	CELLULAR PHONE FEES	1120-4344100	347.40	347.40
AL TEMPLE	414364	10/31/24	OTHER MISCELLANEOUS	925-4239099	200.00	200.00
AMERICAN POLYGRAPH ASSOC	414365	10/31/24	ORGANIZATION & MEMBER DUE	1110-4355300	175.00	175.00
ANTHEM BLUE CROSS AND BLU	414366	10/31/24	OTHER EXPENSES	102-5023990	341.90	341.90
JESSIE BAKER	414367	10/31/24	OTHER EXPENSES	851-5023990	16.40	16.40
ZACHARY BATIC	414368	10/31/24	TRAINING SEMINARS	210-4357000	379.50	379.50
C. L. COONROD & COMPANY	414369	10/31/24	ACCOUNTING FEES	902-4340300	490.00	857.00
C. L. COONROD & COMPANY	414369	10/31/24	ACCOUNTING FEES	902-4340300	367.00	
CANON FINANCIAL SERVICES	414370	10/31/24	COPIER LEASE	1180-R4353004	110431	77.71
CANON FINANCIAL SERVICES	414370	10/31/24	COPIER LEASE	1180-R4353004	108082	436.01
CANON SOLUTIONS AMERCIA I	414371	10/31/24	DESK PRINTER	1180-R4353004	106774	72.43
CARMEL CLAY SCHOOLS-FUEL	414372	10/31/24	OTHER MISCELLANEOUS	1120-4239099	7.00	13,383.53
CARMEL CLAY SCHOOLS-FUEL	414372	10/31/24	DIESEL FUEL	1120-4231300	8,588.28	
CARMEL CLAY SCHOOLS-FUEL	414372	10/31/24	GASOLINE	1120-4231400	4,788.25	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1120-4348500	175.06	6,756.56
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1120-4348500	516.87	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1120-4348500	821.93	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1120-4348500	149.29	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	2201-4348500	900.54	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	2201-4348500	905.74	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	2201-4348500	1,195.01	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1801-4348500	519.32	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1801-4348500	63.31	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1801-4348500	411.89	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1801-4348500	336.32	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1110-4348500	42.20	
CARMEL UTILITIES	414373	10/31/24	WATER & SEWER	1110-4348500	719.08	
HOTEL CARMICHAEL	414374	10/31/24	OTHER PROFESSIONAL FEES	902-4341999	1,505.00	
CENTRA CREDIT UNION	414375	10/31/24	CARS & TRUCKS	911-4465001	536.94	
CHARTER COMMUNICATIONS	414376	10/31/24	INTERNET LINE CHARGES	1115-4344200	204.97	
CHARTER COMMUNICATIONS HO	414377	10/31/24	INTERNET LINE CHARGES	1115-4344200	129.98	129.98
CHARTER COMMUNICATIONS HO	414378	10/31/24	CABLE SERVICE	1208-4349500	78.95	78.95
CHARTER COMMUNICATIONS HO	414379	10/31/24	WEB PAGE FEES	1110-4355400	78.95	78.95
CHARTER COMMUNICATIONS HO	414380	10/31/24	INTERNET LINE CHARGES	1115-4344200	140.38	140.38

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CITIZENS WESTFIELD	414381	10/31/24	OTHER EXPENSES	601-5023990	20.80	20.80
CIVIL & ENVIRONMENTAL CON	414382	10/31/24	OTHER PROFESSIONAL FEES	902-4341999	9,100.00	9,100.00
CULLIGAN WATER OF INDIANA	414383	10/31/24	OFFICE SUPPLIES	1702-4230200	41.73	41.73
ROBERT A. DAILEY	414384	10/31/24	EXTERNAL TRAINING TRAVEL	1120-4343002	581.18	
ROBERT A. DAILEY	414384	10/31/24	GASOLINE	1120-4231400	35.00	616.18
DOXPOP, LLC	414385	10/31/24	OTHER PROFESSIONAL FEES	1180-4341999	48.00	48.00
DUKE ENERGY	414386	10/31/24	ELECTRICITY	1110-4348000	9,713.47	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	1110-4348000	21.90	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	1120-4348000	1,239.37	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	18.59	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	153.39	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	26.63	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	189.29	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	374.82	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	216.71	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	19.00	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	43.80	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	64.75	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	98.36	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	13.20	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	29.28	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	17.44	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	332.21	
DUKE ENERGY	414386	10/31/24	ELECTRICITY	2201-4348000	146.19	
DUKE ENERGY	414386	10/31/24	OTHER EXPENSES	651-5023990	33.08	
DUKE ENERGY	414386	10/31/24	OTHER EXPENSES	651-5023990	53.25	
ELITE PUBLIC SAFETY CONSU	414387	10/31/24	EXTERNAL INSTRUCT FEES	1120-4357004	495.00	12,804.73
ETHAN CARR	414388	10/31/24	TRAINING SEMINARS	210-4357000	379.50	495.00
TIM FAGIN	414389	10/31/24	EXTERNAL INSTRUCT FEES	1120-4357004	50.00	379.50
FINK ROBERTS & PETRIE INC	414390	10/31/24	OTHER PROFESSIONAL FEES	902-4341999	3,025.00	50.00
FINK ROBERTS & PETRIE INC	414390	10/31/24	OTHER PROFESSIONAL FEES	902-4341999	4,500.00	7,525.00
DAWN FISHER	414391	10/31/24	OTHER MISCELLANEOUS	1110-4239099	213.89	
DAWN FISHER	414391	10/31/24	OTHER EXPENSES	852-5023990	50.94	264.83
ANNA FLAMING	414392	10/31/24	TRAINING SEMINARS	210-4357000	910.50	910.50
GORDON FLESCH CO INC	414393	10/31/24	COPIER	1110-4353004	1,105.57	1,105.57
GORDON FLESCH CO., INC.	414394	10/31/24	EQUIPMENT MAINT CONTRACTS	1120-4351501	232.36	232.36
GORDON FLESCH CO., INC.	414395	10/31/24	EQUIPMENT MAINT CONTRACTS	1120-4351501	30.91	30.91
HAMILTON COUNTY TREASURER	414396	10/31/24	OTHER EXPENSES	1301-5023990	5,265.00	5,265.00
PHILLIP HOBSON	414397	10/31/24	OTHER MISCELLANEOUS	1110-4239099	54.88	54.88
HUMANE SOCIETY FOR HAMILT	414398	10/31/24	DHELTER AND CARE SERVICES	1110-4357500 110941	10,515.19	10,515.19

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I C C BUSINESS PRODUCTS	414399	10/31/24	EQUIPMENT MAINT CONTRACTS	1120-4351501	106.70	106.70
INDIE COFFEE ROASTERS	414400	10/31/24	COFFEE	1180-R4230200 110548	45.98	45.98
INTL ASSOC FOR IDENTIFICA	414401	10/31/24	ORGANIZATION & MEMBER DUE	1110-4355300	95.00	95.00
JOHN JENKINS	414402	10/31/24	GASOLINE	1120-4231400	35.00	
JOHN JENKINS	414402	10/31/24	EXTERNAL TRAINING TRAVEL	1120-4343002	69.00	
JOHN JENKINS	414402	10/31/24	EXTERNAL TRAINING TRAVEL	1120-4343002	327.28	431.28
ANGELA JOHNSON	414403	10/31/24	EXTERNAL TRAINING TRAVEL	1192-4343002	507.26	507.26
JEREMY KASHMAN	414404	10/31/24	EXTERNAL TRAINING TRAVEL	2200-4343002	501.40	501.40
JOSLYN KASS	414405	10/31/24	EXTERNAL TRAINING TRAVEL	1192-4343002	345.00	
JOSLYN KASS	414405	10/31/24	ORGANIZATION & MEMBER DUE	1192-4355300	75.00	420.00
KROGER CO	414406	10/31/24	OTHER MISCELLANEOUS	1110-4239099	99.83	99.83
KROGER CO	414407	10/31/24	PROMOTIONAL FUNDS	1120-4355100	263.30	
KROGER CO	414407	10/31/24	INTERNAL TRAINING FEES	1120-4357001	48.28	311.58
LAW ENF TRAINING BOARD	414408	10/31/24	TRAINING SEMINARS	210-4357000	50.00	50.00
SIGNATURE SELF STORAGE	414409	10/31/24	OTHER RENTAL & LEASES	1110-4353099	314.00	314.00
JENNIFER G LEE	414410	10/31/24	EXTERNAL TRAINING TRAVEL	1120-4343002	17.38	17.38
MASON HOKE	414411	10/31/24	TRAINING SEMINARS	210-4357000	379.50	379.50
DARREN MAST	414412	10/31/24	SAFETY ACCESSORIES	1192-4356003	131.75	131.75
JOHN MCALLISTER	414413	10/31/24	OTHER EXPENSES	301-5023990	500.00	500.00
WILLIAM C. MUELLER	414414	10/31/24	EXTERNAL TRAINING TRAVEL	1120-4343002	1,502.64	1,502.64
NELSON ALARM COMPANY	414415	10/31/24	OTHER PROFESSIONAL FEES	902-4341999	150.00	150.00
OFFICE H2O LLC	414416	10/31/24	OTHER MISCELLANEOUS	2200-4239099	55.00	55.00
BRAD PEASE	414417	10/31/24	EXTERNAL TRAINING TRAVEL	2200-4343002	635.40	635.40
R E I REAL ESTATE SERVICE	414418	10/31/24	OTHER PROFESSIONAL FEES	902-4341999	998.31	998.31
REPUBLIC WASTE SERVICES O	414419	10/31/24	OTHER EXPENSES	651-5023990	1,597.94	1,597.94
SHAWN REYNOLDS	414420	10/31/24	EXTERNAL INSTRUCT FEES	1120-4357004	50.00	50.00
RICOH AMERICAS CORPORATIO	414421	10/31/24	COPIER	506-4353004	8.12	8.12
SAGAMORE NEWS MEDIA	414422	10/31/24	OTHER EXPENSES	612-5023990	117.04	
SAGAMORE NEWS MEDIA	414422	10/31/24	OTHER EXPENSES	612-5023990	117.04	234.08
DONALD SCHOEFF JR	414423	10/31/24	TRAINING SEMINARS	210-4357000	447.37	447.37
SHRED-IT USA LLC	414424	10/31/24	TRASH COLLECTION	1110-4350101	190.17	190.17
STERICYCLE INC	414425	10/31/24	OTHER CONT SERVICES	1701-4350900	144.18	

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STERICYCLE INC	414426	10/31/24	SHRED BOX	1180-R4341999 105736	397.17	144.18 397.17
DRAKE STERLING	414427	10/31/24	TRAINING SEMINARS	210-4357000	568.55	568.55
SYDNEY STRONG	414428	10/31/24	TUITION REIMBURSEMENT	1180-4128000	1,481.85	1,481.85
TOSHIBA FINANCIAL SERVICE	414429	10/31/24	COPIER LEASE	1203-R4353004 110603	524.36	524.36
UPS	414430	10/31/24	POSTAGE	1110-4342100	62.75	62.75
UPS	414431	10/31/24	OTHER EXPENSES	601-5023990	17.80	17.80
UPS	414432	10/31/24	OTHER EXPENSES	601-5023990	23.45	23.45
UPS	414433	10/31/24	OTHER EXPENSES	651-5023990	124.34	124.34
VAN AUSDALL & FERRAR FINA	414434	10/31/24	COPIER	1701-4353004	174.30	174.30
SARA VANDYKE	414435	10/31/24	EXTERNAL TRAINING TRAVEL	1120-4343002	1,336.89	1,336.89
VERIZON	414436	10/31/24	OTHER EXPENSES	651-5023990	1,579.54	1,579.54
VERIZON	414437	10/31/24	CELLULAR PHONE FEES	1120-4344100	286.36	286.36
PERSONIFY HEALTH	414438	10/31/24	OTHER EXPENSES	301-5023990	980.00	980.00
WILHELM CONSTRUCTION	414439	10/31/24	GENERAL CRC PROJECTS	902-4460884	25,134.00	25,134.00
KERRI WRIN	414440	10/31/24	OTHER FEES & LICENSES	1110-4358300	49.37	49.37
MICHAEL ZIMMERMAN	414441	10/31/24	TUITION REIMBURSEMENT	1110-4128000	2,573.20	2,573.20
180 COUNSELING LLC	414442	10/31/24	MENTAL HEALTH COUNSELING	1110-4340703	140.00	140.00
185 PROMOTIONS & APPAREL	414443	10/31/24	TSHIRTS	852-5023990 111335	442.00	442.00
ACE-PAK PRODUCTS INC	414444	10/31/24	OTHER MAINT SUPPLIES	2201-4238900	1,360.40	1,360.40
ACTION PEST CONTROL, INC	414445	10/31/24	OTHER EXPENSES	601-5023990	109.00	109.00
ACTION PEST CONTROL, INC	414445	10/31/24	OTHER EXPENSES	601-5023990	109.00	218.00
ACTION TARGET, INC	414446	10/31/24	AMMUNITIONS & ACCESSORIES	1110-4239010	105.83	105.83
AGRO CHEM INC	414447	10/31/24	REPAIR PARTS	2201-4237000	9.83	9.83
AGRO CHEM INC	414447	10/31/24	REPAIR PARTS	2201-4237000	24.02	33.85
ALL STAR PAVING INC	414448	10/31/24	AS[HALT & SEALING-CTC	1120-4350100 111355	6,313.13	6,313.13
ALRO STEEL CORPORATION	414449	10/31/24	REPAIR PARTS	2201-4237000	236.30	236.30
ANGEL OAK TREE CARE	414450	10/31/24	TREE REMOVAL	1192-4350400 112565	670.00	670.00
ANIMATED DATA, INC.	414451	10/31/24	SOFTWARE MAINT CONTRACTS	1120-4351502	450.00	450.00
APPARATUS SERVICE CORP	414452	10/31/24	OTHER EXPENSES	601-5023990	440.00	440.00
AUTOZONE INC	414453	10/31/24	OTHER EXPENSES	601-5023990	5.39	5.39

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AUTOZONE INC	414453	10/31/24	OTHER EXPENSES	601-5023990	139.99	
AUTOZONE INC	414453	10/31/24	OTHER EXPENSES	601-5023990	60.00	
AUTOZONE INC	414453	10/31/24	OTHER EXPENSES	601-5023990	71.98	
AUTOZONE INC	414453	10/31/24	OTHER EXPENSES	601-5023990	31.99	
AUTOZONE INC	414453	10/31/24	SPECIAL DEPT SUPPLIES	1120-4239011	219.36	
						528.71
AVI SYSTEMS	414454	10/31/24	EQUIPMENT CID OFFICES	1110-4467099	112698	16,636.94
						16,636.94
BASTIN LOGAN WATER SERVIC	414455	10/31/24	OTHER EXPENSES	609-5023990	86,153.00	
BASTIN LOGAN WATER SERVIC	414455	10/31/24	OTHER EXPENSES	601-5023990	13,847.00	
						100,000.00
BATTERIES PLUS BULBS	414456	10/31/24	REPAIR PARTS	1120-4237000	407.90	
BATTERIES PLUS BULBS	414456	10/31/24	REPAIR PARTS	1120-4237000	-48.00	
BATTERIES PLUS BULBS	414456	10/31/24	REPAIR PARTS	1120-4237000	947.70	
						1,307.60
BEARD EQUIPMENT COMPANY I	414457	10/31/24	EQUIPMENT REPAIRS & MAINT	1207-4350000	171.57	
						171.57
BERGER HARGIS LANDSCAPE M	414458	10/31/24	GROUNDS MAINTENANCE	1120-4350400	315.00	
						315.00
BILL ESTES CHEVROLET	414459	10/31/24	REPAIR PARTS	1110-4237000	71.26	
						71.26
BOSE, MCKINNEY & EVANS	414460	10/31/24	LEGAL FEES	1180-R4340000	108085	192.00
						192.00
BOUND TREE MEDICAL LLC	414461	10/31/24	EMS EQUIP	102-4467006	1,201.14	
BOUND TREE MEDICAL LLC	414461	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	19.95	
BOUND TREE MEDICAL LLC	414461	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	130.40	
BOUND TREE MEDICAL LLC	414461	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	2,394.35	
BOUND TREE MEDICAL LLC	414461	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	101.68	
BOUND TREE MEDICAL LLC	414461	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	1,753.05	
						5,600.57
BRATEMAN'S INC.	414462	10/31/24	UNIFORMS	1110-4356001	50.00	
						50.00
BRENNTAG MID SOUTH INC	414463	10/31/24	OTHER EXPENSES	601-5023990	3,194.00	
BRENNTAG MID SOUTH INC	414463	10/31/24	OTHER EXPENSES	601-5023990	1,444.46	
BRENNTAG MID SOUTH INC	414463	10/31/24	OTHER EXPENSES	601-5023990	3,194.00	
BRENNTAG MID SOUTH INC	414463	10/31/24	REFLECTING POND SUPPLIES	1206-4350900	110861	6,446.05
						14,278.51
BOBCAT OF ANDERSON	414464	10/31/24	REPAIR PARTS	2201-4237000	112784	1,895.17
						1,895.17
CENTER FOR THE PERFORMING	414465	10/31/24	OTHER CONT SERVICES	1208-4350900	145,527.36	
						145,527.36
CENTRAL INDIANA HARDWARE	414466	10/31/24	BUILDING SUPPLIES	2201-4350100	111412	12,271.89
						12,271.89
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	2201-4356501	85.65	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	2201-4356501	594.70	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	2201-4356501	311.84	
CINTAS CORPORATION #18	414467	10/31/24	BUILDING MATERIAL	1207-4235000	585.04	
CINTAS CORPORATION #18	414467	10/31/24	UNIFORMS	1207-4356001	43.77	
CINTAS CORPORATION #18	414467	10/31/24	OTHER EXPENSES	651-5023990	32.95	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	1110-4356501	113.70	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	1110-4356501	113.70	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	1110-4356501	113.70	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	414467	10/31/24	LAUNDRY SERVICE	1110-4356501	71.29	
						2,208.92
CINTAS FIRST AID & SAFETY	414468	10/31/24	OTHER EXPENSES	651-5023990	130.00	
						130.00

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CINTAS UNIFORMS	414469	10/31/24	OTHER EXPENSES	651-5023990		363.39	
CINTAS UNIFORMS	414469	10/31/24	SAFETY SUPPLIES	2201-4239012		235.82	
CINTAS UNIFORMS	414469	10/31/24	SAFETY SUPPLIES	2201-4239012		64.06	
							663.27
CLARK DIETZ, INC	414470	10/31/24	ASA2 SERVICES	211-R4350900	110495	35,380.00	
							35,380.00
CLARKE POWER SERVICES INC	414471	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		-96.00	
CLARKE POWER SERVICES INC	414471	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		-32.37	
CLARKE POWER SERVICES INC	414471	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		-604.53	
CLARKE POWER SERVICES INC	414471	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		1,191.22	
CLARKE POWER SERVICES INC	414471	10/31/24	REPAIR PARTS	1120-4237000		518.85	
							977.17
COMMERCIAL OFFICE ENVIRON	414472	10/31/24	MAYOR'S OFFICE FURNITURE	1205-4463000	112463	26,495.10	
							26,495.10
COMPASS MINERALS AMERICA	414473	10/31/24	OTHER EXPENSES	601-5023990		2,878.72	
COMPASS MINERALS AMERICA	414473	10/31/24	OTHER EXPENSES	601-5023990		2,851.92	
COMPASS MINERALS AMERICA	414473	10/31/24	OTHER EXPENSES	601-5023990		2,878.72	
COMPASS MINERALS AMERICA	414473	10/31/24	OTHER EXPENSES	601-5023990		2,885.71	
COMPASS MINERALS AMERICA	414473	10/31/24	OTHER EXPENSES	601-5023990		2,899.69	
COMPASS MINERALS AMERICA	414473	10/31/24	OTHER EXPENSES	601-5023990		2,910.77	
							17,305.53
COMPLETE HEARING SOLUTION	414474	10/31/24	BUILDING REPAIRS & MAINT	1110-4350100		20.00	
COMPLETE HEARING SOLUTION	414474	10/31/24	WINDOW INTERCOM	1110-4350100	112792	1,075.50	
							1,095.50
CUMMINS SALES & SERVICE	414475	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		7,341.85	
CUMMINS SALES & SERVICE	414475	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		8,996.86	
CUMMINS SALES & SERVICE	414475	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		665.22	
							17,003.93
CURRENT PUBLISHING	414476	10/31/24	PUBLICATION OF LEGAL ADS	1702-4345500		38.12	
							38.12
D & D MEDICAL INC	414477	10/31/24	RING RESCUE KIT	102-4467006	112785	2,495.00	
D & D MEDICAL INC	414477	10/31/24	EMS EQUIP	1120-4467006		15.24	
							2,510.24
OFFICE KEEPERS	414478	10/31/24	CLEANING ADMIN BUILDING	1120-4350900	110888	2,324.00	
							2,324.00
DECORATION OF INDEPENDENC	414479	10/31/24	AUTO REPAIR & MAINTENANCE	1110-4351000		185.00	
							185.00
DILLING GROUP INC	414480	10/31/24	BUILDING REPAIRS & MAINT	1110-4350100		4,638.00	
							4,638.00
DLTS	414481	10/31/24	CDL INSTRUCT FEES	2201-4350900	112663	22,500.00	
							22,500.00
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1120-4237000		-405.56	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1120-4237000		741.22	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1120-4237000		58.95	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1120-4237000		597.62	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1120-4237000		405.56	
DON HINDS FORD	414482	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		100.26	
DON HINDS FORD	414482	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		120.60	
DON HINDS FORD	414482	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000		196.05	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		303.61	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		303.61	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		303.61	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		118.45	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		393.96	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		169.71	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		976.96	
DON HINDS FORD	414482	10/31/24	AUTO REPAIR & MAINTENANCE	1110-4351000		142.00	
DON HINDS FORD	414482	10/31/24	REPAIR PARTS	1110-4237000		-18.00	

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DON HINDS FORD	414482	10/31/24	OTHER EXPENSES	651-5023990	1,175.96	
DONLEY SAFETY	414483	10/31/24	HELMETS	1120-4356003	395.10	5,684.57
DUO-SAFETY LADDER CORP	414484	10/31/24	REPAIR PARTS	1120-4237000	93.20	395.10
ECKART SUPPLY	414485	10/31/24	STREET LIGHT REPAIRS	2201-4350080	383.76	93.20
THE EMBLEM AUTHORITY	414486	10/31/24	CSO PATCHES	1110-4356002	239.50	383.76
ENVIRONMENTAL LABORATORIE	414487	10/31/24	OTHER EXPENSES	601-5023990	915.00	239.50
FASTENAL COMPANY	414488	10/31/24	GARAGE & MOTOR SUPPIES	2201-4232100	38.13	915.00
FIRE HOUSE INNOVATIONS LI	414489	10/31/24	MULTI FORCE DOOR	102-4467099	9,845.00	38.13
FIRESTONE TIRE & SERVICE	414490	10/31/24	TIRES & TUBES	1115-4232000	501.64	9,845.00
FLEETPRIDE	414491	10/31/24	REPAIR PARTS	2201-4237000	179.26	501.64
FROGGYS FOG LLC	414492	10/31/24	TRAINING SUPPLIES	1120-4239011	1,649.99	179.26
FRONT LINE COUNSELING INC	414493	10/31/24	MENTAL HEALTH COUNSELING	1120-4340703	187.50	1,649.99
FRONT LINE COUNSELING INC	414493	10/31/24	MENTAL HEALTH COUNSELING	1120-4340703	375.00	
FRONT LINE COUNSELING INC	414493	10/31/24	MENTAL HEALTH COUNSELING	1120-4340703	437.50	
FRONT LINE COUNSELING INC	414493	10/31/24	MENTAL HEALTH COUNSELING	1120-4340703	687.50	
GLOBAL INDUSTRIAL	414494	10/31/24	STORAGE ROOM-RUNYON LOT	2201-4238900	4,482.29	1,687.50
GOOD SHEPHERD FENCE CO LL	414495	10/31/24	GATE - RANGELINE RD PROP	2201-4350900	10,787.50	4,482.29
GOOD SHEPHERD FENCE CO LL	414495	10/31/24	GATE - RANGELINE RD PROP	2201-4350900	3,400.00	
GRACE REFRIGERATION	414496	10/31/24	EQUIPMENT REPAIRS & MAINT	1120-4350000	922.16	14,187.50
GRAINGER	414497	10/31/24	REPAIR PARTS	2201-4237000	225.36	922.16
GRAINGER	414497	10/31/24	SPECIAL DEPT SUPPLIES	1120-4239011	305.95	
GRAINGER	414497	10/31/24	REPAIR PARTS	1120-4237000	-46.14	
GRAINGER	414498	10/31/24	OTHER EXPENSES	651-5023990	17.60	485.17
GRAINGER	414498	10/31/24	OTHER EXPENSES	651-5023990	479.60	
GRAINGER	414498	10/31/24	OTHER EXPENSES	651-5023990	145.14	
GRAINGER	414498	10/31/24	OTHER EXPENSES	651-5023990	178.33	
GRAINGER	414499	10/31/24	OTHER MISCELLANEOUS	1110-4239099	61.42	820.67
GRAVELIE EXCAVATING INC	414500	10/31/24	OTHER CONT SERVICES	202-4350900	7,850.00	61.42
HACH COMPANY	414501	10/31/24	OTHER EXPENSES	601-5023990	64.60	7,850.00
HACH COMPANY	414501	10/31/24	OTHER EXPENSES	601-5023990	27.35	
HAPPY VALLEY SAND & GRAVE	414502	10/31/24	OTHER EXPENSES	601-5023990	4,531.56	91.95
HARE TRUCK CENTER	414503	10/31/24	REPAIR PARTS	1120-4237000	312.07	4,531.56
HARRISON HYDRA-GEN	414504	10/31/24	REPAIR PARTS	1120-4237000	232.11	312.07
HENRY SCHEIN INC	414505	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	387.00	232.11
HENRY SCHEIN INC	414505	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	245.25	

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HENRY SCHEIN INC	414505	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	89.35	
HENRY SCHEIN INC	414505	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	1,093.81	
HENRY SCHEIN INC	414505	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	203.60	2,019.01
HOOSIER FIRE EQUIPMENT IN	414506	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000	3,927.63	
HOOSIER FIRE EQUIPMENT IN	414506	10/31/24	SAFETY ACCESSORIES	1120-4356003	2,672.00	
HOOSIER FIRE EQUIPMENT IN	414506	10/31/24	SAFETY ACCESSORIES	1120-4356003	386.00	6,985.63
HOOSIER PORTABLE RESTROOM	414507	10/31/24	OTHER CONT SERVICES	1120-4350900	1,400.00	1,400.00
STRYKER SALES LLC	414508	10/31/24	EMS EQUIP	102-4467006	496.50	
STRYKER SALES LLC	414508	10/31/24	EMS EQUIP	102-4467006	85.50	582.00
HP INC.	414509	10/31/24	OTHER EXPENSES	601-5023990	773.00	
HP INC.	414509	10/31/24	OTHER EXPENSES	651-5023990	773.00	1,546.00
HP INC.	414510	10/31/24	HP ELITEBOOK	1401-4463200	112508	1,127.95
HYDRONIC & STEAM EQUIPMEN	414511	10/31/24	OTHER EXPENSES	651-5023990	1,009.00	1,009.00
IMAVEX	414512	10/31/24	OTHER EXPENSES	601-5023990	70.95	
IMAVEX	414512	10/31/24	OTHER EXPENSES	651-5023990	70.95	141.90
INDIANA OXYGEN CO	414513	10/31/24	BOTTLED GAS	1120-4231100	267.53	
INDIANA OXYGEN CO	414513	10/31/24	BOTTLED GAS	1120-4231100	502.90	770.43
INDIANAPOLIS EMS	414514	10/31/24	SAFETY SUPPLIES	1110-4239012	233.50	233.50
BEST ONE OF TIPTON	414515	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000	1,820.64	
BEST ONE OF TIPTON	414515	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000	1,851.00	
BEST ONE OF TIPTON	414515	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000	29.99	3,701.63
BEST ONE OF INDY	414516	10/31/24	OTHER EXPENSES	651-5023990	91.00	91.00
INSIGHT PUBLIC SECTOR, IN	414517	10/31/24	HARDWARE	1115-4463201	299.00	299.00
JACOB-DIETZ, INC	414518	10/31/24	OTHER CONT SERVICES	1120-4350900	642.50	642.50
JAF PROPERTY SERVICES INC	414519	10/31/24	MULTI CLASS CARDS	1115-4237000	112765	4,250.00
JAF PROPERTY SERVICES	414520	10/31/24	STRUCTURAL IMPROVEMENTS	1205-R4350100	105852	405.00
KMG SUPPLY	414521	10/31/24	SAFETY ACCESSORIES	2201-4356003	4,434.00	4,434.00
KENNEY OUTDOOR SOLUTIONS	414522	10/31/24	EQUIPMENT REPAIRS & MAINT	1207-4350000	187.24	187.24
KEYSTONE COOPERATIVE INC	414523	10/31/24	GARAGE & MOTOR SUPPIES	1120-4232100	272.25	
KEYSTONE COOPERATIVE INC	414523	10/31/24	GASOLINE	1207-4231400	1,006.25	
KEYSTONE COOPERATIVE INC	414523	10/31/24	DIESEL FUEL	1207-4231300	976.24	2,254.74
KIESLER POLICE SUPPLY INC	414524	10/31/24	AMMUNITION	1110-4239010	111331	2,616.00
KIMBALL-MIDWEST	414525	10/31/24	OTHER EXPENSES	601-5023990	294.89	294.89
WOODLINN ENTERPRISES	414526	10/31/24	CONSULTING FEES	1201-4340400	111254	9,550.00
KIRBY RISK CORPORATION	414527	10/31/24	OTHER EXPENSES	601-5023990	803.49	
KIRBY RISK CORPORATION	414527	10/31/24	OTHER EXPENSES	601-5023990	340.65	

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KIRBY RISK CORPORATION	414527	10/31/24	OTHER EXPENSES	651-5023990	2,630.86	3,775.00
KOORSEN FIRE & SECURITY I	414528	10/31/24	OTHER CONT SERVICES	1120-4350900	298.43	
KOORSEN FIRE & SECURITY I	414528	10/31/24	SAFE HOUSE SPRINKLER HEAD	1120-4350100 112704	2,235.50	2,533.93
LEE SUPPLY CORP - CARMEL	414529	10/31/24	OTHER EXPENSES	651-5023990	5.76	5.76
LIONHEART CRITICAL POWER	414530	10/31/24	OTHER EXPENSES	601-5023990	588.09	
LIONHEART CRITICAL POWER	414530	10/31/24	OTHER EXPENSES	601-5023990	1,067.53	1,655.62
LOU'S GLOVES INC	414531	10/31/24	SAFETY SUPPLIES	1110-4239012	495.00	495.00
MACALLISTER MACHINERY CO	414532	10/31/24	OTHER RENTAL & LEASES	2201-4353099	4,204.00	
MACALLISTER MACHINERY CO	414532	10/31/24	OTHER RENTAL & LEASES	2201-4353099	4,204.00	
MACALLISTER MACHINERY CO	414532	10/31/24	OTHER RENTAL & LEASES	2201-4353099	3,654.00	
MACALLISTER MACHINERY CO	414532	10/31/24	OTHER RENTAL & LEASES	2201-4353099	1,454.00	
MACALLISTER MACHINERY CO	414532	10/31/24	OTHER RENTAL & LEASES	2201-4353099	669.00	14,185.00
MACQUEEN EMERGENCY GROUP	414533	10/31/24	REPAIR PARTS	1120-4237000	646.32	
MACQUEEN EMERGENCY GROUP	414533	10/31/24	REPAIR PARTS	1120-4237000	402.21	
MACQUEEN EMERGENCY GROUP	414533	10/31/24	REPAIR PARTS	1120-4237000	142.00	1,190.53
MCKESSON MEDICAL-SURGICAL	414534	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	27.35	
MCKESSON MEDICAL-SURGICAL	414534	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011	163.83	191.18
MENARDS - FISHERS	414535	10/31/24	89841	1206-4350100	494.52	494.52
MENARDS, INC	414536	10/31/24	96868	601-5023990	26.17	
MENARDS, INC	414536	10/31/24	96997	601-5023990	48.69	
MENARDS, INC	414536	10/31/24	97019	601-5023990	52.47	127.33
MENARDS, INC	414537	10/31/24	96807	651-5023990	32.97	
MENARDS, INC	414537	10/31/24	96807	651-5023990	169.49	202.46
MENARDS, INC	414538	10/31/24	97353	1115-4239099	30.78	30.78
MENARDS, INC	414539	10/31/24	96786	1120-4237000	10.99	
MENARDS, INC	414539	10/31/24	96529	1120-4237000	146.94	157.93
MENARDS, INC	414540	10/31/24	97014	601-5023990	53.36	
MENARDS, INC	414540	10/31/24	OTHER EXPENSES	601-5023990	94.05	147.41
MICRO AIR INC	414541	10/31/24	OTHER EXPENSES	601-5023990	500.00	
MICRO AIR INC	414541	10/31/24	OTHER EXPENSES	601-5023990	500.00	
MICRO AIR INC	414541	10/31/24	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	414541	10/31/24	OTHER EXPENSES	601-5023990	300.00	
MICRO AIR INC	414541	10/31/24	OTHER EXPENSES	601-5023990	20.00	1,340.00
MOFAB INC.	414542	10/31/24	OTHER EXPENSES	601-5023990	70.00	70.00
MR. BILL'S PLUMBING & LEAK	414543	10/31/24	BUILDING REPAIRS & MAINT	2201-4350100	1,799.00	1,799.00
NAPA AUTO PARTS INC	414544	10/31/24	REPAIR PARTS	1110-4237000	19.11	
NAPA AUTO PARTS INC	414544	10/31/24	REPAIR PARTS	1110-4237000	199.66	
NAPA AUTO PARTS INC	414544	10/31/24	REPAIR PARTS	1110-4237000	68.94	
NAPA AUTO PARTS INC	414544	10/31/24	REPAIR PARTS	1110-4237000	179.34	
NAPA AUTO PARTS INC	414544	10/31/24	GARAGE & MOTOR SUPPLIES	1110-4232100	218.16	
NAPA AUTO PARTS INC	414544	10/31/24	GARAGE & MOTOR SUPPLIES	1110-4232100	153.20	

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NELSON ALARM COMPANY	414545	10/31/24	CAMERA REPLACEMENTS	1115-4463100	112723	46,764.00	46,764.00
NORTHSIDE TRAILER INC.	414546	10/31/24	OTHER EXPENSES	601-5023990		24.87	24.87
OFFICE DEPOT	414547	10/31/24	OFFICE SUPPLIES	1192-4230200		50.77	
OFFICE DEPOT	414547	10/31/24	OFFICE FURNITURE	1201-R4463000	108352	9.60	
OFFICE DEPOT	414547	10/31/24	OFFICE FURNITURE	1201-R4463000	108352	11.98	
OFFICE DEPOT	414547	10/31/24	OFFICE FURNITURE	1201-R4463000	108352	43.49	
OFFICE DEPOT	414547	10/31/24	OFFICE FURNITURE	1201-R4463000	108352	245.28	
OFFICE DEPOT	414547	10/31/24	OFFICE SUPPLIES	1110-4230200		56.16	417.28
OFFICE H2O LLC	414548	10/31/24	OTHER MISCELLANEOUS	2200-4239099		44.00	44.00
ONE BOAT	414549	10/31/24	TRAILER FOR NEW BOAT	102-4467002	112679	4,345.00	
ONE BOAT	414549	10/31/24	RESCUE BOAT	900-4359044	111258	36,903.50	41,248.50
ONEZONE	414550	10/31/24	OTHER EXPENSES	601-5023990		200.00	
ONEZONE	414550	10/31/24	OTHER EXPENSES	651-5023990		200.00	400.00
O'REILLY AUTO PARTS	414551	10/31/24	REPAIR PARTS	2201-4237000		86.18	
O'REILLY AUTO PARTS	414551	10/31/24	OTHER EXPENSES	651-5023990		163.02	249.20
PEARSON FORD,INC	414552	10/31/24	REPAIR PARTS	2201-4237000		198.66	
PEARSON FORD,INC	414552	10/31/24	REPAIR PARTS	2201-4237000		207.72	
PEARSON FORD,INC	414552	10/31/24	REPAIR PARTS	2201-4237000		80.87	487.25
PENN CARE INC.	414553	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011		160.00	
PENN CARE INC.	414553	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011		15.95	
PENN CARE INC.	414553	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011		109.20	
PENN CARE INC.	414553	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011		150.00	
PENN CARE INC.	414553	10/31/24	EMS EQUIP	102-4467006		235.00	
PENN CARE INC.	414553	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011		12.00	
PENN CARE INC.	414553	10/31/24	SPECIAL DEPT SUPPLIES	102-4239011		904.00	1,586.15
PENSKE TRUCK LEASING CO L	414554	10/31/24	OTHER RENTAL & LEASES	2201-4353099		1,484.36	
PENSKE TRUCK LEASING CO L	414554	10/31/24	OTHER RENTAL & LEASES	2201-4353099		1,349.12	2,833.48
DANIEL J PFLEGING	414555	10/31/24	PUBLIC DEFENDER FEES	1301-4341952		2,083.33	2,083.33
PLYMATE	414556	10/31/24	OTHER EXPENSES	601-5023990		579.69	579.69
PRO WINDOW TINTING INC	414557	10/31/24	AUTO REPAIR & MAINTENANCE	1110-4351000		250.00	250.00
PRO-KOTE INDY	414558	10/31/24	SMALL TOOLS & MINOR EQUIP	1120-4238000		360.00	360.00
PROMOTIONS PLUS INC	414559	10/31/24	CIVILIAN CLOTHING	1110-R4356001	110479	65.00	
PROMOTIONS PLUS INC	414559	10/31/24	CIVILIAN CLOTHING	1110-R4356001	110479	199.99	
PROMOTIONS PLUS INC	414559	10/31/24	CIVILIAN CLOTHING	1110-R4356001	110479	132.00	396.99
R & R PRODUCTS INC	414560	10/31/24	EQUIPMENT REPAIRS & MAINT	1207-4350000		387.00	387.00
RAMPART USA CORP	414561	10/31/24	BALLISTIC HELMETS	852-5023990	111053	109,042.50	109,042.50
RELIANT ELECTRIC & SOLAR	414562	10/31/24	ELECTRICAL WORK	1115-4350100	112706	4,755.00	
RELIANT ELECTRIC & SOLAR	414562	10/31/24	BUILDING REPAIRS & MAINT	1205-4350100		1,724.42	6,479.42
SAFELITE FULFILLMENT INC	414563	10/31/24	REPLACE WINDSHIELD	1110-4351000	112716	425.56	

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JANI-KING OF INDIANAPOLIS	414564	10/31/24	OTHER EXPENSES	651-5023990	373.50	425.56
JANI-KING OF INDIANAPOLIS	414564	10/31/24	OTHER EXPENSES	601-5023990	373.50	
SERVICE PIPE & SUPPLY INC	414565	10/31/24	OTHER EXPENSES	651-5023990	1,054.76	747.00
SERVICE PIPE & SUPPLY INC	414565	10/31/24	OTHER EXPENSES	651-5023990	453.00	
SERVICE PIPE & SUPPLY INC	414565	10/31/24	OTHER EXPENSES	601-5023990	808.52	
SEXSON MECHANICAL CORP	414566	10/31/24	ST 44 UTILITY ROOM HEATER	1120-4350100 111375	8,986.40	2,316.28
SHERWIN WILLIAMS INC	414567	10/31/24	PAINT	2201-4236400	57.39	8,986.40
SHERWIN WILLIAMS INC	414567	10/31/24	PAINT	1120-4236400	56.99	
SHOE CARNIVAL, INC	414568	10/31/24	UNIFORMS	1120-4356001	1,785.00	114.38
ROBERT L SMITH PHD	414569	10/31/24	MENTAL HEALTH COUNSELING	1120-4340703	160.00	1,785.00
STAPLES BUSINESS ADVANTAG	414570	10/31/24	OTHER EXPENSES	651-5023990	463.43	160.00
STOOPS FREIGHTLINER	414571	10/31/24	REPAIR PARTS	2201-4237000	375.56	463.43
STOOPS FREIGHTLINER	414571	10/31/24	REPAIR PARTS	2201-4237000	901.38	
STOOPS FREIGHTLINER	414571	10/31/24	REPAIR PARTS	2201-4237000 112707	269.16	1,546.10
SUNBELT RENTALS	414572	10/31/24	OTHER RENTAL & LEASES	2201-4353099	850.45	
SUNBELT RENTALS	414572	10/31/24	OTHER RENTAL & LEASES	2201-4353099	1,165.00	
SUNBELT RENTALS	414572	10/31/24	BOTTLED GAS	2201-4231100	104.70	2,120.15
SUNBELT RENTALS, INC.	414573	10/31/24	BOTTLED GAS	1120-4231100	30.99	30.99
SUPER QUICK CLEAN GUNS	414574	10/31/24	AMMUNITIONS & ACCESSORIES	1110-4239010	96.00	96.00
T M T INC	414575	10/31/24	LANDSCAPING SERVICES	2201-4350900 112788	1,165.00	
T M T INC	414575	10/31/24	MULCH CONTRACT	1192-4350400 110936	15,960.66	17,125.66
TSI INC	414576	10/31/24	REPAIR PARTS	1120-4237000	191.67	191.67
TARGETSOLUTIONS LEARNING,	414577	10/31/24	CHECK IT EXTENSION	1120-4355200 112693	4,397.32	4,397.32
TECHLITE CORP	414578	10/31/24	QUOTE 120420-3	2201-R4466100 R104606	1,960.00	1,960.00
TORIC ENGINEERING INC	414579	10/31/24	OTHER EXPENSES	651-5023990	8,640.00	8,640.00
TOTAL TRUCK PARTS, INC.	414580	10/31/24	AUTO REPAIR & MAINTENANCE	1120-4351000	398.37	398.37
UNITED RENTALS INC	414581	10/31/24	OTHER RENTAL & LEASES	2201-4353099	694.69	694.69
VASEY COMMERCIAL HEATING	414582	10/31/24	UPGRAGE	1207-4463500 112588	11,265.00	11,265.00
LEO'S PET CARE CARMEL	414583	10/31/24	ANIMAL SERVICES	1110-4357600	205.63	
LEO'S PET CARE CARMEL	414583	10/31/24	ANIMAL SERVICES	1110-4357600	89.92	
LEO'S PET CARE CARMEL	414583	10/31/24	ANIMAL SERVICES	1110-4357600	84.23	379.78
WAL-MART COMMUNITY	414584	10/31/24	OTHER MAINT SUPPLIES	2201-4238900	78.92	78.92
WAYSTAR INC	414585	10/31/24	SUBSCRIPTIONS	1120-4355200	522.24	522.24
WHITE'S ACE HARDWARE	414586	10/31/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003	102.58	102.58

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WHITE'S ACE HARDWARE	414587	10/31/24	REPAIR PARTS	1120-4237000	155.91	155.91
WORRELL CORPORATION	414588	10/31/24	OTHER EXPENSES	651-5023990	6,879.85	
WORRELL CORPORATION	414588	10/31/24	OTHER EXPENSES	601-5023990	6,879.84	13,759.69
XYLEM WATER SOLUTIONS USA	414589	10/31/24	OTHER EXPENSES	651-5023990	3,867.80	3,867.80
RAY MARKETING BY PROFORMA	414590	11/05/24	OTHER MISCELLANEOUS	110-4239099	805.00	
RAY MARKETING BY PROFORMA	414590	11/05/24	STAFF CLOTHING	1091-4356004	130.05	
RAY MARKETING BY PROFORMA	414590	11/05/24	STAFF CLOTHING	1091-4356004	667.75	
RAY MARKETING BY PROFORMA	414590	11/05/24	MARKETING & PROMOTIONS	1081-4341991	725.00	
RAY MARKETING BY PROFORMA	414590	11/05/24	STATIONARY & PRNTD MATERL	1081-4230100	1,925.00	4,252.80
ACE-PAK PRODUCTS INC	414591	11/05/24	CLEANING SUPPLIES	1125-4238900 60406	954.19	954.19
MICHAEL ALLEN	414592	11/05/24	CELLULAR PHONE FEES	1125-4344100	150.00	150.00
AMERICAN RED CROSS-HLTH &	414593	11/05/24	OTHER FEES & LICENSES	1096-4358300	38.00	38.00
HELEN BALLINGER	414594	11/05/24	TRAVEL FEES & EXPENSES	1125-4343000	51.38	51.38
CORVUS JANITORIAL OF INDP	414595	11/05/24	CLEANING SERVICES	110-4350600	813.00	
CORVUS JANITORIAL OF INDP	414595	11/05/24	CLEANING SERVICES	110-4350600	1,359.00	
CORVUS JANITORIAL OF INDP	414595	11/05/24	CLEANING SERVICES	1093-4350600	14,253.00	
CORVUS JANITORIAL OF INDP	414595	11/05/24	CLEANING SERVICES	1093-4350600	10,494.00	
CORVUS JANITORIAL OF INDP	414595	11/05/24	NATURAL RESOURCE OFFICES	1125-4350600 58982	246.00	
CORVUS JANITORIAL OF INDP	414595	11/05/24	CP WESTERMEIER COMMONS	1125-4350600 58983	2,903.00	
CORVUS JANITORIAL OF INDP	414595	11/05/24	ADMIN OFFICES	1125-4350600 58993	383.00	30,451.00
BELMONT GRAPHICS LLC	414596	11/05/24	MARKETING & PROMOTIONS	1091-4341991	4,760.00	4,760.00
NORTHERN TOOL & EQUIPMENT	414597	11/05/24	CLEANING EQUIP & ACCESSOR	1125-4238000 60382	864.00	864.00
BUDDENBAUM & MOORE, LLC	414598	11/05/24	OTHER MAINT SUPPLIES	1094-4238900	2,592.72	2,592.72
CARMEL UTILITIES	414599	11/05/24	WATER & SEWER	1125-4348500	375.98	
CARMEL UTILITIES	414599	11/05/24	WATER & SEWER	110-4348500	129.39	
CARMEL UTILITIES	414599	11/05/24	WATER & SEWER	1125-4348500	2,886.31	
CARMEL UTILITIES	414599	11/05/24	WATER & SEWER	1125-4348500	89.47	
CARMEL UTILITIES	414599	11/05/24	WATER & SEWER	1125-4348500	6.40	
CARMEL UTILITIES	414599	11/05/24	WATER & SEWER	1125-4348500	688.11	
CARMEL UTILITIES	414599	11/05/24	WATER & SEWER	110-4348500	261.46	4,437.12
CARMEL WELDING & SUPP INC	414600	11/05/24	PNR HEAVY DUTY EQUIP	1125-4238000 60394	1,889.00	1,889.00
CHARDON LABORATORIES INC	414601	11/05/24	OTHER CONT SERVICES	110-4350900	275.00	275.00
CINTAS CORPORATION #18	414602	11/05/24	OTHER MAINT SUPPLIES	1093-4238900	506.67	
CINTAS CORPORATION #18	414602	11/05/24	OTHER MAINT SUPPLIES	1093-4238900	565.87	
CINTAS CORPORATION #18	414602	11/05/24	CLEANING SUPPLIES	1125-4238900 60255	377.50	
CINTAS CORPORATION #18	414602	11/05/24	CLEANING SUPPLIES	1125-4238900 60393	419.00	1,869.04
CITY BARBEQUE LLC	414603	11/05/24	CAPRA ACCREDIT BANNER	1125-4359000 60341	1,889.00	
CITY BARBEQUE LLC	414603	11/05/24	GENERAL PROGRAM SUPPLIES	1092-4239039	241.98	2,130.98
CONSTELLATION NEWENERGY G	414604	11/05/24	NATURAL GAS	1125-4349000	7.40	
CONSTELLATION NEWENERGY G	414604	11/05/24	NATURAL GAS	1091-4349000	2,484.91	2,492.31

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CRISIS PREVENTION INSTITU	414605	11/05/24	INTERNAL INSTRUCT FEES	1081-4357003	2,424.50	
						2,424.50
CURRENT PUBLISHING	414606	11/05/24	PRINTING (NOT OFFICE SUP)	1081-4345000	190.00	
CURRENT PUBLISHING	414606	11/05/24	PRINTING (NOT OFFICE SUP)	1091-4345000	285.00	
						475.00
INDY BUSINESS PROMOTIONS	414607	11/05/24	CAPRA 2024 PHOTOGRAPHY	1125-4359000 60295	500.00	
						500.00
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	84.32	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	110-4348000	438.65	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	290.71	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	17.18	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	163.99	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1091-4348000	1,369.78	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1091-4348000	25,655.29	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	71.34	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	52.64	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	24.24	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	123.94	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	95.82	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	110-4348000	136.93	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	92.63	
DUKE ENERGY	414608	11/05/24	ELECTRICITY	1125-4348000	350.81	
						28,968.27
ELLIS MECHANICAL & ELECTR	414609	11/05/24	EQUIPMENT REPAIRS & MAINT	1093-4350000	1,502.24	
ELLIS MECHANICAL & ELECTR	414609	11/05/24	OTHER CONT SERVICES	1093-4350900	4,125.00	
ELLIS MECHANICAL & ELECTR	414609	11/05/24	BUILDING REPAIRS & MAINT	1093-4350100	277.50	
ELLIS MECHANICAL & ELECTR	414609	11/05/24	BUILDING REPAIRS & MAINT	1093-4350100	613.36	
ELLIS MECHANICAL & ELECTR	414609	11/05/24	FURNITURE & FIXTURES	1081-4463000	8,959.48	
ELLIS MECHANICAL & ELECTR	414609	11/05/24	WEST PARK SPLASH PAD	1125-4350100 60430	442.00	
						15,919.58
FUN EXPRESS	414610	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039	23.99	
FUN EXPRESS	414610	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039	165.69	
FUN EXPRESS	414610	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039	108.55	
						298.23
GIBSON TELDATA INC	414611	11/05/24	OTHER MISCELLANEOUS	1091-4239099	46.30	
GIBSON TELDATA INC	414611	11/05/24	OTHER MISCELLANEOUS	1081-4239099	46.30	
						92.60
HAMILTON COUNTY TREASURER	414612	11/05/24	ASSESSMENT FEES	1125-4358000	109.93	
HAMILTON COUNTY TREASURER	414612	11/05/24	ASSESSMENT FEES	1125-4358000	541.34	
						651.27
IRON MOUNTAIN INC	414613	11/05/24	OTHER PROFESSIONAL FEES	1081-4341999	99.50	
IRON MOUNTAIN INC	414613	11/05/24	OTHER PROFESSIONAL FEES	1091-4341999	99.50	
						199.00
JACK LAURIE GROUP	414614	11/05/24	FURNITURE & FIXTURES	1081-4463000	16,200.00	
						16,200.00
FUN WITH FRANNIE	414615	11/05/24	ADULT CONTRACTORS	1081-4340800	240.00	
						240.00
MAGERS BOOKKEEPING SERVIC	414616	11/05/24	OTHER PROFESSIONAL FEES	1081-4341999	450.00	
MAGERS BOOKKEEPING SERVIC	414616	11/05/24	OTHER PROFESSIONAL FEES	1091-4341999	435.00	
MAGERS BOOKKEEPING SERVIC	414616	11/05/24	OTHER PROFESSIONAL FEES	1125-4341999	120.00	
MAGERS BOOKKEEPING SERVIC	414616	11/05/24	OTHER PROFESSIONAL FEES	110-4341999	175.00	
						1,180.00
ERIC MEHL	414618	11/05/24	CELLULAR PHONE FEES	1125-4344100	50.00	
						50.00
MORPHEY CONSTRUCTION INC	414619	11/05/24	WHITE RIVER GREENWAY N	106-4460715 59352	120,308.95	
						120,308.95
NCSI	414620	11/05/24	CRIMINAL BACKGROUND CHEC	1125-4341990	92.50	
						92.50

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NEON ONE LLC	414621	11/05/24	VOLUNTEER SOFTWARE	1125-4355200	59774	219.00	219.00
PDF MECHANICAL LLC	414622	11/05/24	BUILDING REPAIRS & MAINT	1093-4350100		18,655.00	18,655.00
POOPRINTS	414623	11/05/24	GROUNDS MAINTENANCE	110-4350400		95.00	
POOPRINTS	414623	11/05/24	GROUNDS MAINTENANCE	110-4350400		95.00	190.00
REPUBLIC WASTE SERVICES O	414624	11/05/24	TRASH COLLECTION	110-4350101		158.43	
REPUBLIC WASTE SERVICES O	414624	11/05/24	TRASH COLLECTION	1093-4350101		1,348.79	
REPUBLIC WASTE SERVICES O	414624	11/05/24	TRASH COLLECTION	1125-4350101		517.11	
REPUBLIC WASTE SERVICES O	414624	11/05/24	TRASH COLLECTION	1125-4350101		476.77	
REPUBLIC WASTE SERVICES O	414624	11/05/24	TRASH COLLECTION	110-4350101		257.66	2,758.76
REV PICKLEBALL LLC	414625	11/05/24	GENERAL PROGRAM SUPPLIES	1092-4239039		845.81	845.81
S & S CRAFTS WORLDWIDE IN	414627	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		174.58	174.58
BILLY SCHWAB	414628	11/05/24	TRAVEL FEES & EXPENSES	1082-4343000		127.03	127.03
SPEAR CORPORATION	414629	11/05/24	EQUIPMENT REPAIRS & MAINT	1094-4350000		2,321.21	2,321.21
STAPLES BUSINESS ADVANTAG	414630	11/05/24	OFFICE SUPPLIES	1091-4230200		324.72	
STAPLES BUSINESS ADVANTAG	414630	11/05/24	OFFICE SUPPLIES	1092-4230200		107.06	
STAPLES BUSINESS ADVANTAG	414630	11/05/24	OTHER MAINT SUPPLIES	110-4238900		79.99	
STAPLES BUSINESS ADVANTAG	414630	11/05/24	OFFICE SUPPLIES	1125-4230200	60420	2.94	
STAPLES BUSINESS ADVANTAG	414630	11/05/24	OFFICE SUPPLIES	1125-4230200	60420	277.22	791.93
TERRYBERRY COMPANY LLC	414631	11/05/24	OTHER CONT SERVICES	1091-4350900		46.96	46.96
UNITED CONSTRUCTION SERVI	414632	11/05/24	WEST PARK SHELTERS	106-4460708	57838	3,132.95	
UNITED CONSTRUCTION SERVI	414632	11/05/24	WEST PARK SHELTERS	106-R4460708	57838	15,908.51	19,041.46
WAL-MART COMMUNITY	414633	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		298.16	
WAL-MART COMMUNITY	414633	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		506.81	
WAL-MART COMMUNITY	414633	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		238.97	
WAL-MART COMMUNITY	414633	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		859.86	
WAL-MART COMMUNITY	414633	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		670.30	
WAL-MART COMMUNITY	414633	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		79.48	
WAL-MART COMMUNITY	414633	11/05/24	GENERAL PROGRAM SUPPLIES	1081-4239039		1,063.96	3,717.54
WILLIAMS SCOTSMAN INC	414634	11/05/24	OTHER RENTAL & LEASES	1094-4353099		299.25	
WILLIAMS SCOTSMAN INC	414634	11/05/24	OTHER RENTAL & LEASES	1094-4353099		299.25	
WILLIAMS SCOTSMAN INC	414634	11/05/24	OTHER RENTAL & LEASES	1094-4353099		299.25	897.75
WISSCO IRRIGATION INC	414635	11/05/24	PERLEMAN PAVILION	1125-4350400	59160	406.00	
WISSCO IRRIGATION INC	414635	11/05/24	FOUDNERS PARKS 2024	1125-4350400	59106	406.00	
WISSCO IRRIGATION INC	414635	11/05/24	CENTRAL PARK 2024	1125-4350400	59161	406.00	
WISSCO IRRIGATION INC	414635	11/05/24	DOG PARK 2024	1125-4350400	59107	406.00	1,624.00
WOODY WAREHOUSE	414636	11/05/24	TREES-WORLD HABITAT DAY	1125-4239039	60076	1,660.00	1,660.00
WORLD ARTS INC	414637	11/05/24	PRINTING (NOT OFFICE SUP)	1091-4345000		7,165.86	
WORLD ARTS INC	414637	11/05/24	PRINTING (NOT OFFICE SUP)	1081-4345000		7,165.86	14,331.72
ADAM MASSEY	414638	11/05/24	CAR CLEANING	1192-4351100		22.00	22.00
BODIES BY NANCY LLC	414640	11/05/24	OTHER EXPENSES	301-5023990		320.00	320.00

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CARMEL CLAY SCHOOLS-FUEL	414641	11/05/24	GASOLINE	1115-4231400	749.77	
CARMEL CLAY SCHOOLS-FUEL	414641	11/05/24	GASOLINE	1205-4231400	796.85	
						1,546.62
CHARD SNYDER & ASSOC LLC	414642	11/05/24	OTHER EXPENSES	301-5023990	476.45	
						476.45
CLAY TOWNSHIP	414643	11/05/24	ELECTRICITY	1115-4348000	197.79	
CLAY TOWNSHIP	414643	11/05/24	WATER & SEWER	1115-4348500	18.04	
CLAY TOWNSHIP	414643	11/05/24	NATURAL GAS	1115-4349000	25.63	
CLAY TOWNSHIP	414643	11/05/24	NATURAL GAS	1115-4349000	12.83	
CLAY TOWNSHIP	414643	11/05/24	BUILDING REPAIRS & MAINT	1115-4350100	86.79	
CLAY TOWNSHIP	414643	11/05/24	BUILDING REPAIRS & MAINT	1115-4350100	12.31	
CLAY TOWNSHIP	414643	11/05/24	BUILDING REPAIRS & MAINT	1115-4350100	73.44	
CLAY TOWNSHIP	414643	11/05/24	TRASH COLLECTION	1115-4350101	11.07	
CLAY TOWNSHIP	414643	11/05/24	CLEANING SERVICES	1115-4350600	587.52	
CLAY TOWNSHIP	414643	11/05/24	OTHER CONT SERVICES	1115-4350900	2,288.88	
CLAY TOWNSHIP	414643	11/05/24	RENT PAYMENTS	1115-4352500	5,500.00	
						8,814.30
COMCAST BUSINESS	414644	11/05/24	INTERNET LINE CHARGES	1115-4344200	482.40	
						482.40
CONSTELLATION NEWENERGY G	414645	11/05/24	OTHER EXPENSES	601-5023990	139.48	
						139.48
CULLIGAN WATER OF INDIANA	414646	11/05/24	OTHER MAINT SUPPLIES	1205-4238900	68.41	
						68.41
CULLIGAN WATER OF INDIANA	414647	11/05/24	OTHER MISCELLANEOUS	1205-4239099	49.44	
						49.44
CULLIGAN WATER OF INDIANA	414648	11/05/24	OTHER EXPENSES	601-5023990	55.69	
CULLIGAN WATER OF INDIANA	414648	11/05/24	OTHER EXPENSES	651-5023990	55.70	
						111.39
CULLIGAN OF INDIANAPOLIS	414649	11/05/24	OTHER CONT SERVICES	1701-4350900	123.88	
						123.88
DUKE ENERGY	414650	11/05/24	OTHER EXPENSES	651-5023990	138.46	
DUKE ENERGY	414650	11/05/24	OTHER EXPENSES	651-5023990	44.11	
DUKE ENERGY	414650	11/05/24	OTHER EXPENSES	651-5023990	47.35	
DUKE ENERGY	414650	11/05/24	OTHER EXPENSES	651-5023990	25.17	
DUKE ENERGY	414650	11/05/24	OTHER EXPENSES	651-5023990	3,924.18	
DUKE ENERGY	414650	11/05/24	OTHER EXPENSES	651-5023990	20.66	
DUKE ENERGY	414650	11/05/24	OTHER EXPENSES	651-5023990	26.49	
DUKE ENERGY	414650	11/05/24	ELECTRICITY	1120-4348000	139.10	
						4,365.52
EXPEDIENT/CONTINENTAL BRO	414651	11/05/24	SUBSCRIPTION SOFTWARE	1115-4355600	928.43	
						928.43
GORDON FLESCH CO., INC.	414652	11/05/24	OTHER EXPENSES	601-5023990	267.73	
GORDON FLESCH CO., INC.	414652	11/05/24	OTHER EXPENSES	651-5023990	110.73	
						378.46
GORDON FLESCH CO., INC.	414653	11/05/24	OTHER EXPENSES	601-5023990	16.20	
GORDON FLESCH CO., INC.	414653	11/05/24	OTHER EXPENSES	651-5023990	16.21	
						32.41
HORACE BROUGHTON	414654	11/05/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003	810.00	
HORACE BROUGHTON	414654	11/05/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003	810.00	
						1,620.00
HYLANT GROUP	414655	11/05/24	GENERAL INSURANCE	1205-4347500	204.00	
HYLANT GROUP	414655	11/05/24	GENERAL INSURANCE	1205-4347500	93.00	
						297.00
INTELLICORP RECORDS	414656	11/05/24	TESTING FEES	1201-4358800	19.00	
						19.00
IU HEALTH WORKPLACE SERVI	414657	11/05/24	OTHER EXPENSES	301-5023990	2,850.00	
						2,850.00
EVERSTREAM GLC HOLDING CO	414658	11/05/24	INTERNET LINE CHARGES	1115-4344200	2,799.58	

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LISA K PRATT	414659	11/05/24	OTHER CONT SERVICES	507-4350900	4,620.91	2,799.58
REPUBLIC WASTE SERVICES O	414660	11/05/24	TRASH COLLECTION	1205-4350101	358.52	4,620.91
REPUBLIC WASTE SERVICES O	414661	11/05/24	OTHER EXPENSES	601-5023990	178.32	358.52
REPUBLIC WASTE SERVICES O	414662	11/05/24	OTHER EXPENSES	601-5023990	536.09	178.32
REPUBLIC WASTE SERVICES O	414663	11/05/24	OTHER EXPENSES	651-5023990	1,168.22	536.09
ROGER PHILLIPS	414664	11/05/24	OTHER EXPENSES	651-5023990	1,584.00	1,168.22
JARED A SCHULTZ	414665	11/05/24	EXTERNAL TRAINING TRAVEL	1120-4343002	993.65	1,584.00
JARED A SCHULTZ	414665	11/05/24	GASOLINE	1120-4231400	92.15	
SPECTRUM AND LICENSING SE	414666	11/05/24	OTHER CONT SERVICES	1115-4350900	475.00	1,085.80
STERICYCLE INC	414667	11/05/24	OTHER CONT SERVICES	1201-4350900	85.79	475.00
TOSHIBA FINANCIAL SERVICE	414668	11/05/24	COPIER	2200-4353004	353.90	85.79
TRAVELERS	414669	11/05/24	GENERAL INSURANCE	1205-4347500	6,089.50	353.90
TRICO REGIONAL SEWER UTIL	414670	11/05/24	OTHER EXPENSES	601-5023990	132.62	6,089.50
TRICO REGIONAL SEWER UTIL	414670	11/05/24	OTHER EXPENSES	601-5023990	135.77	
UPS	414671	11/05/24	OTHER EXPENSES	601-5023990	22.23	268.39
VERIZON	414672	11/05/24	OTHER EXPENSES	601-5023990	503.18	22.23
VERIZON	414672	11/05/24	OTHER EXPENSES	651-5023990	259.06	
VERIZON	414673	11/05/24	CELLULAR PHONE FEES	1701-4344100	117.21	762.24
VERIZON	414674	11/05/24	CELLULAR PHONE FEES	1115-4344100	1,070.05	117.21
VERIZON	414675	11/05/24	CELLULAR PHONE FEES	1702-4344100	156.28	1,070.05
VERIZON	414676	11/05/24	CELLULAR PHONE FEES	1201-4344100	111.15	156.28
VERIZON	414677	11/05/24	OTHER EXPENSES	601-5023990	1,597.31	111.15
VERIZON	414678	11/05/24	CELLULAR PHONE FEES	1192-4344100	1,560.52	1,597.31
TARA WASHINGTON	414679	11/05/24	OTHER EXPENSES	601-5023990	176.06	1,560.52
TARA WASHINGTON	414679	11/05/24	OTHER EXPENSES	651-5023990	176.07	
WEX BANK	414680	11/05/24	GASOLINE	1120-4231400	143.03	352.13
WEX BANK	414681	11/05/24	GASOLINE	1120-4231400	13.30	143.03
AAA EXTERMINATING INC	414682	11/05/24	BUILDING REPAIRS & MAINT	1205-4350100	90.00	13.30
STONE MUNICIPAL GROUP	414683	11/05/24	OPEN CHECKBOOK REPORTING	1701-4340303	1,500.00	90.00
AMAZON CAPITAL SERVICES	414684	11/05/24	OFFICE SUPPLIES	1701-4230200	29.73	1,500.00
AMAZON CAPITAL SERVICES	414684	11/05/24	OTHER MAINT SUPPLIES	1205-4238900	961.48	
AMAZON CAPITAL SERVICES	414684	11/05/24	OFFICE SUPPLIES	1201-4230200	13.89	

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AMAZON CAPITAL SERVICES	414684	11/05/24	FURNITURE & FIXTURES	1201-4463000	140.02	
AMAZON CAPITAL SERVICES	414684	11/05/24	CELLULAR PHONE FEES	1192-4344100	39.90	
AMAZON CAPITAL SERVICES	414684	11/05/24	CELLULAR PHONE FEES	1192-4344100	47.82	
AMAZON CAPITAL SERVICES	414684	11/05/24	SMALL TOOLS & MINOR EQUIP	1192-4238000	211.81	
AMAZON CAPITAL SERVICES	414684	11/05/24	OFFICE SUPPLIES	1192-4230200	142.75	
AMAZON CAPITAL SERVICES	414684	11/05/24	OTHER MISCELLANEOUS	2200-4239099	227.94	
AMAZON CAPITAL SERVICES	414684	11/05/24	REPAIR PARTS	1115-4237000	241.25	
ANGEL OAK TREE CARE	414685	11/05/24	TREE REMOVAL	1192-4350400	2,800.00	2,056.59
BOONE CO RESOURCE RECOVER	414686	11/05/24	TRASH COLLECTION	1205-4350101	50.00	2,800.00
CC & T CONSTRUCTION INC	414687	11/05/24	TRIP HAZARD REPAIRS	1205-4350100	15,320.00	50.00
C. L. COONROD & COMPANY	414688	11/05/24	OTHER ACCOUNTING FEES	1701-4340303	5,943.00	15,320.00
CITY WIDE MAINTENANCE	414689	11/05/24	CLEANING SERVICES	1207-4350600	40.00	5,943.00
CITY WIDE MAINTENANCE	414689	11/05/24	CLEANING SERVICES	1207-4350600	962.46	
CHRISTOPHER BURKE ENGINEE	414690	11/05/24	22-01 ON CALL NPDEA MS4	250-R4350900	603.75	1,002.46
CINTAS CORPORATION #18	414691	11/05/24	BUILDING MATERIAL	1207-4235000	173.13	603.75
CINTAS FIRST AID & SAFETY	414692	11/05/24	OTHER CONT SERVICES	1701-4350900	126.56	173.13
CURRENT PUBLISHING	414693	11/05/24	PUBLICATION OF LEGAL ADS	1702-4345500	139.01	126.56
ECO-COUNTER CANADA/NORTH	414694	11/05/24	SUBSCRIPTIONS	1192-4355200	7,524.00	139.01
HOLLINGSWORTH LUMBER	414695	11/05/24	RISER FOR ICE RINK	922-4350900	57,500.00	7,524.00
BEST ONE OF INDY	414696	11/05/24	OIL	2200-4231500	59.99	57,500.00
BEST ONE OF INDY	414696	11/05/24	TIRES & TUBES	2200-4232000	29.99	
INSIGHT PUBLIC SECTOR, IN	414697	11/05/24	COMPUTER	1201-4463201	134.12	89.98
KENNEY OUTDOOR SOLUTIONS	414698	11/05/24	EQUIPMENT REPAIRS & MAINT	1207-4350000	74.66	134.12
MENARDS, INC	414699	11/05/24	97716	1115-4239099	12.68	74.66
MENARDS, INC	414699	11/05/24	97790	1115-4239099	30.46	
MID-STATE TRUCK EQUIPMENT	414700	11/05/24	EQUIP-NEW FACILITITY TRUCK	1205-4238000	2,970.00	43.14
NELSON ALARM COMPANY	414701	11/05/24	OTHER CONT SERVICES	1115-4350900	79.00	2,970.00
NELSON ALARM COMPANY	414701	11/05/24	OTHER CONT SERVICES	1115-4350900	2,902.00	
OFFICE DEPOT	414702	11/05/24	OFFICE FURNITURE	1201-R4463000	266.14	2,981.00
OFFICE DEPOT	414702	11/05/24	OFFICE FURNITURE	1201-R4463000	32.38	
OFFICE DEPOT	414702	11/05/24	OFFICE FURNITURE	1201-R4463000	62.17	
OFFICE DEPOT	414702	11/05/24	OFFICE FURNITURE	1201-R4463000	224.39	
OFFICE DEPOT	414702	11/05/24	OFFICE FURNITURE	1201-R4463000	253.59	
OFFICE DEPOT	414702	11/05/24	OFFICE SUPPLIES	1192-4230200	55.69	
OFFICE DEPOT	414702	11/05/24	OFFICE SUPPLIES	1192-4230200	85.56	
OFFICE DEPOT INC	414703	11/05/24	OTHER MISCELLANEOUS	1115-4239099	-53.39	979.92
OFFICE DEPOT INC	414703	11/05/24	OTHER MISCELLANEOUS	1115-4239099	53.49	
P K S CONSTRUCTION INC	414704	11/05/24	1ST FLOOR MAC RENOVATIONS	1205-4350100	15,138.00	.10

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BAR COMMUNICATIONS LLC	414721	11/12/24	MEDIA & COMMUNICATIONS	1203-4359300	110836	10,000.00	10,000.00
BATTERIES PLUS BULBS	414722	11/12/24	OTHER MAINT SUPPLIES	1110-4238900		63.88	63.88
BETH MAIER PHOTOGRAPHY	414723	11/12/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003		310.00	510.00
BETH MAIER PHOTOGRAPHY	414723	11/12/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003		200.00	
PRO TEAM WELLNESS	414724	11/12/24	MENTAL HEALTH COUNSELING	1110-4340703		150.00	150.00
BRATEMAN'S INC.	414725	11/12/24	ARMOR VESTS	1110-4356003	112829	28,694.00	
BRATEMAN'S INC.	414725	11/12/24	UNIFORM ACCESSORIES	1110-4356002		1,500.00	
BRATEMAN'S INC.	414725	11/12/24	UNIFORMS	1110-4356001		374.95	
BRATEMAN'S INC.	414725	11/12/24	UNIFORMS	1110-4356001		86.95	30,655.90
CALDWELL ENVIRONMENTAL IN	414726	11/12/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003		130.00	
CALDWELL ENVIRONMENTAL IN	414726	11/12/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003		100.00	
CALDWELL ENVIRONMENTAL IN	414726	11/12/24	OTHER EXPENSES	651-5023990		1,351.43	1,581.43
CARMEL CITY CENTER LLC	414727	11/12/24	PROMO ADVERTISING	1203-4346500	111193	1,095.00	1,095.00
CARMEL CLAY HISTORICAL SO	414728	11/12/24	ARCHIVING SERVICES	1203-4341999	112858	2,330.00	2,330.00
CINTAS CORPORATION #18	414729	11/12/24	UNIFORMS	1207-4356001		43.77	
CINTAS CORPORATION #18	414729	11/12/24	OTHER EXPENSES	651-5023990		32.95	
CINTAS CORPORATION #18	414729	11/12/24	LAUNDRY SERVICE	1110-4356501		113.70	
CINTAS CORPORATION #18	414729	11/12/24	LAUNDRY SERVICE	1110-4356501		113.70	
CINTAS CORPORATION #18	414729	11/12/24	LAUNDRY SERVICE	1110-4356501		71.29	
CINTAS CORPORATION #18	414729	11/12/24	LAUNDRY SERVICE	1110-4356501		71.29	
CINTAS CORPORATION #18	414729	11/12/24	BUILDING MATERIAL	1207-4235000		200.22	646.92
CINTAS UNIFORMS	414730	11/12/24	OTHER EXPENSES	651-5023990		329.86	329.86
COLLECTIVE PUBLISHING, LL	414731	11/12/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003		990.00	990.00
COMPASS MINERALS AMERICA	414732	11/12/24	OTHER EXPENSES	601-5023990		2,849.59	
COMPASS MINERALS AMERICA	414732	11/12/24	OTHER EXPENSES	601-5023990		2,909.01	
COMPASS MINERALS AMERICA	414732	11/12/24	OTHER EXPENSES	601-5023990		2,905.51	
COMPASS MINERALS AMERICA	414732	11/12/24	OTHER EXPENSES	601-5023990		2,918.33	
COMPASS MINERALS AMERICA	414732	11/12/24	OTHER EXPENSES	601-5023990		2,886.87	14,469.31
CORE & MAIN	414733	11/12/24	OTHER EXPENSES	601-5023990		1,446.34	1,446.34
COVINO SMITH & SIMON INC	414734	11/12/24	OTHER EXPENSES	651-5023990		1,041.50	
COVINO SMITH & SIMON INC	414734	11/12/24	OTHER EXPENSES	601-5023990		1,041.50	
COVINO SMITH & SIMON INC	414734	11/12/24	CONSULTING FEES	1160-4340400	111093	833.00	2,916.00
CREW CAR WASH	414735	11/12/24	CAR CLEANING	1110-4351100		32,400.00	32,400.00
CROSSROAD ENGINEERS, PC	414736	11/12/24	ASA5-22-06 ON CALL 2023	2200-R4340100	108225	21,680.70	
CROSSROAD ENGINEERS, PC	414736	11/12/24	22-04 ON CALL PLAN 2023	2200-R4340100	108228	4,734.50	
CROSSROAD ENGINEERS, PC	414736	11/12/24	CONSULTING FEES	1115-4340400		9,472.42	35,887.62
CURRENT PUBLISHING	414737	11/12/24	DISPLAY ADS -OCT	1203-4359003	112850	12,880.00	12,880.00
OFFICE KEEPERS	414738	11/12/24	OFFICE CLEANING	1801-4350600	111043	349.00	349.00
DON HINDS FORD	414739	11/12/24	ALL WHEEL DRIVE MODULE	1110-4351000	112719	812.77	
DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000		8.05	

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DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000	118.45	
DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000	229.55	
DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000	330.29	
DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000	32.76	
DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000	139.15	
DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000	105.12	
DON HINDS FORD	414739	11/12/24	AUTO REPAIR & MAINTENANCE	1110-4351000	24.95	
DON HINDS FORD	414739	11/12/24	REPAIR PARTS	1110-4237000	24.15	
DON HINDS FORD	414739	11/12/24	OTHER EXPENSES	651-5023990	1,231.00	
DON HINDS FORD	414739	11/12/24	OTHER EXPENSES	651-5023990	1,231.00	4,287.24
EDGEGUYS HEATING & COOLIN	414740	11/12/24	OTHER CONT SERVICES	202-4350900	188.00	188.00
ESC PARTNERS	414741	11/12/24	OTHER EXPENSES	601-5023990	33,982.80	
ESC PARTNERS	414741	11/12/24	OTHER EXPENSES	651-5023990	33,982.80	67,965.60
ENVIRONMENTAL LABORATORIE	414742	11/12/24	OTHER EXPENSES	601-5023990	31.50	31.50
FISHER SCIENTIFIC	414743	11/12/24	OTHER EXPENSES	651-5023990	677.72	677.72
FLUID WASTE SERVICES INC	414744	11/12/24	OTHER EXPENSES	651-5023990	1,557.50	1,557.50
FRONT LINE COUNSELING INC	414745	11/12/24	MENTAL HEALTH	1110-R4340703	2,175.00	
FRONT LINE COUNSELING INC	414745	11/12/24	MENTAL HEALTH	1110-R4340703	2,400.00	4,575.00
GRAINGER	414746	11/12/24	OTHER EXPENSES	651-5023990	98.25	98.25
GRANICUS	414747	11/12/24	MEETING TIME STAMP SERV	1203-4341999	3,595.00	3,595.00
GREATER INDIANA CLEAN CIT	414748	11/12/24	OTHER PROFESSIONAL FEES	2200-4341999	5,000.00	5,000.00
H W C ENGINEERING	414749	11/12/24	ORCHARD PARK DRAINAGE	250-R4350900	1,150.00	
H W C ENGINEERING	414749	11/12/24		202-R4340100	R101057	25,861.50
HARE AUTO GROUP	414750	11/12/24	2024 CHEVY SILVERADO	1205-4467099	110938	100.88
HP INC.	414751	11/12/24	OTHER EXPENSES	651-5023990	490.50	
HP INC.	414751	11/12/24	OTHER EXPENSES	601-5023990	490.50	981.00
I U P P S	414752	11/12/24	OTHER PROFESSIONAL FEES	1115-4341999	1,252.10	1,252.10
INDIANA DESIGN CENTER, LL	414753	11/12/24	PROMO ADVERTISING	1203-4346500	111192	1,150.00
INDIANA DESIGN CENTER, LL	414753	11/12/24	PROMO ADVERTISING	1203-4359300	111192	246.18
INDIANA OXYGEN CO	414754	11/12/24	AMMUNITIONS & ACCESSORIES	1110-4239010	23.56	
INDIANA OXYGEN CO	414754	11/12/24	OTHER EXPENSES	651-5023990	47.12	
INDIANA OXYGEN CO	414754	11/12/24	OTHER EXPENSES	651-5023990	47.12	117.80
INDIANA RECLAMATION & EXC	414755	11/12/24	OTHER EXPENSES	601-5023990	18,355.20	
INDIANA RECLAMATION & EXC	414755	11/12/24	OTHER EXPENSES	601-5023990	2,070.42	
INDIANA RECLAMATION & EXC	414755	11/12/24	OTHER EXPENSES	601-5023990	2,070.42	
INDIANA RECLAMATION & EXC	414755	11/12/24	OTHER EXPENSES	601-5023990	6,560.52	29,056.56
INSIGHT PUBLIC SECTOR, IN	414756	11/12/24	ARUBA CENTRAL FOUNDATION	1115-4355600	112823	8,600.00
INSIGHT PUBLIC SECTOR, IN	414756	11/12/24	FORTINET RENEWAL	1115-4351502	112822	41,508.16
J & E TIRE CENTER INC	414757	11/12/24	OTHER EXPENSES	651-5023990	120.00	120.00

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J D H CONTRACTING INC	414758	11/12/24	FIBER REPAIR	1115-4350100 112848	6,410.00	6,410.00
HOOK AND LADDER LANDSCAPI	414759	11/12/24	OTHER CONT SERVICES	1192-4350900	1,600.00	1,600.00
REGENCY TRANSLATIONS LLC	414760	11/12/24	INTERPRETER FEES	1301-4341954	1,820.00	1,820.00
KBSO CONSULTING LLC	414761	11/12/24	CONSULTING FEES	1115-4340400	410.00	410.00
KIMBALL-MIDWEST	414762	11/12/24	OTHER EXPENSES	601-5023990	114.03	114.03
JOSHUA KIRSH	414763	11/12/24	SPECIAL PROJECTS	1203-4359000	638.00	638.00
AMY LEGG	414764	11/12/24	OTHER EXPENSES	601-5023990	465.00	
AMY LEGG	414764	11/12/24	OTHER EXPENSES	651-5023990	465.00	
AMY LEGG	414764	11/12/24	OTHER EXPENSES	651-5023990	1,440.00	2,370.00
LIFESTYLE PUBLICATIONS LL	414765	11/12/24	CITY PROMOTION ADVERTISIN	1203-4346500	810.00	810.00
LIONHEART CRITICAL POWER	414766	11/12/24	OTHER EXPENSES	601-5023990	1,059.55	
LIONHEART CRITICAL POWER	414766	11/12/24	OTHER EXPENSES	601-5023990	3,039.86	
LIONHEART CRITICAL POWER	414766	11/12/24	OTHER EXPENSES	601-5023990	1,317.73	
LIONHEART CRITICAL POWER	414766	11/12/24	OTHER EXPENSES	601-5023990	2,185.67	
LIONHEART CRITICAL POWER	414766	11/12/24	OTHER EXPENSES	601-5023990	1,316.80	
LIONHEART CRITICAL POWER	414766	11/12/24	OTHER EXPENSES	601-5023990	997.85	
LIONHEART CRITICAL POWER	414766	11/12/24	OTHER EXPENSES	601-5023990	1,037.00	10,954.46
MACO PRESS INC	414767	11/12/24	STATIONARY & PRNTD MATERL	1110-4230100	540.17	540.17
MADDOX INDUSTRIAL GROUP I	414768	11/12/24	OTHER EXPENSES	659-5023990	1,012,411.70	1,012,411.70
MCGEE DESIGNHOUSE INC	414769	11/12/24	DESIGN SERVICES	1203-4359000 112851	2,754.00	
MCGEE DESIGNHOUSE INC	414769	11/12/24	DESIGN SERVICES	1203-4463000 112851	1,200.00	3,954.00
LAURA KAY MELLING	414770	11/12/24	EDUCATION COORDINATION	1203-4341999 112534	1,000.00	1,000.00
MENARDS, INC	414771	11/12/24	97816	601-5023990	55.47	
MENARDS, INC	414771	11/12/24	97861	601-5023990	42.79	98.26
MENARDS, INC	414772	11/12/24	97487	2201-4239034	45.41	
MENARDS, INC	414772	11/12/24	97737	2201-4238900	57.75	
MENARDS, INC	414772	11/12/24	97859	2201-4238900	112.44	
MENARDS, INC	414772	11/12/24	96720	1206-4238900	46.73	
MENARDS, INC	414772	11/12/24	96745	2201-4238900	84.24	
MENARDS, INC	414772	11/12/24	96797	2201-4238900	19.74	
MENARDS, INC	414772	11/12/24	96876	2201-4238900	3.78	
MENARDS, INC	414772	11/12/24	97007	2201-4238900	32.34	
MENARDS, INC	414772	11/12/24	97167	2201-4238900	25.83	
MENARDS, INC	414772	11/12/24	97210	2201-4238900	90.82	
MENARDS, INC	414772	11/12/24	97179	2201-4238900	22.99	
MENARDS, INC	414772	11/12/24	97433	2201-4236400	99.96	
MENARDS, INC	414772	11/12/24	97426	2201-4238000	25.98	
MENARDS, INC	414772	11/12/24	96738	1206-4350100	1,177.20	
MENARDS, INC	414772	11/12/24	96813	1206-4238900	46.98	
MENARDS, INC	414772	11/12/24	96889	1206-4238900	76.84	
MENARDS, INC	414772	11/12/24	96859	1206-4350100	906.25	
MENARDS, INC	414772	11/12/24	97001	1206-4238900	28.03	
MENARDS, INC	414772	11/12/24	97006	1206-4350100	125.80	
MENARDS, INC	414772	11/12/24	97183	1206-4238900	21.52	

SUNGARD PENTAMATION, INC.
 DATE: 11/12/2024
 TIME: 09:18:07

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
MENARDS, INC	414772	11/12/24	97284	1206-4238900	5.92	
MENARDS, INC	414772	11/12/24	97274	1206-4238900	12.48	
MENARDS, INC	414772	11/12/24	97250	1206-4350100	746.14	
MENARDS, INC	414772	11/12/24	97329	1206-4238900	188.49	
MENARDS, INC	414772	11/12/24	97412	1206-4239034	71.79	
MENARDS, INC	414772	11/12/24	97397	1206-4350100	49.94	
MENARDS, INC	414772	11/12/24	97486	1206-4238900	125.95	
MENARDS, INC	414772	11/12/24	97485	1206-4238900	23.91	
MENARDS, INC	414772	11/12/24	97659	1206-4350100	92.97	
MENARDS, INC	414772	11/12/24	97666	1206-4239034	2.99	
						4,371.21
MENARDS, INC	414773	11/12/24	97863	1207-4350000	81.56	
						81.56
MICRO AIR INC	414774	11/12/24	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	414774	11/12/24	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	414774	11/12/24	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	414774	11/12/24	OTHER EXPENSES	601-5023990	20.00	
						80.00
MORPHEY CONSTRUCTION INC	414775	11/12/24	OTHER CONT SERVICES	202-4350900	14,953.95	
						14,953.95
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	69.96	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	295.94	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	179.34	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	24.03	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	85.20	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	75.40	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	8.58	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	179.34	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	179.34	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	-91.00	
NAPA AUTO PARTS INC	414776	11/12/24	REPAIR PARTS	1110-4237000	-54.00	
						952.13
NELSON ALARM COMPANY	414777	11/12/24	OTHER CONT SERVICES	1115-4350900	79.00	
NELSON ALARM COMPANY	414777	11/12/24	GROUND STORAGE #1	1115-4350900	3,255.00	
						3,334.00
OFFICE DEPOT	414778	11/12/24	OFFICE SUPPLIES	1110-4230200	- .30	
OFFICE DEPOT	414778	11/12/24	OTHER MAINT SUPPLIES	1110-4238900	580.25	
OFFICE DEPOT	414778	11/12/24	OFFICE SUPPLIES	1110-4230200	13.44	
OFFICE DEPOT	414778	11/12/24	OTHER MAINT SUPPLIES	1110-4238900	283.52	
OFFICE DEPOT	414778	11/12/24	OFFICE SUPPLIES	1110-4230200	149.99	
OFFICE DEPOT	414778	11/12/24	OTHER MAINT SUPPLIES	1110-4238900	37.09	
OFFICE DEPOT	414778	11/12/24	OFFICE SUPPLIES	1110-4230200	41.40	
OFFICE DEPOT	414778	11/12/24	MICR TONER CARTRIDGE	1701-R4230200	82.94	
						1,188.33
ON SITE SUPPLY	414779	11/12/24	OTHER EXPENSES	601-5023990	297.60	
						297.60
PVP COMMUNICATIONS, INC	414780	11/12/24	OTHER EQUIPMENT	1110-4467099	147.38	
PVP COMMUNICATIONS, INC	414780	11/12/24	HJC RPHA WHITE HELMET	1110-R4467099	145.00	
						292.38
PARTY TIME RENTAL INC	414781	11/12/24	SHAKE IT OFF FEST	1203-4359003	11,287.3	
						1,634.27
PIP	414782	11/12/24	OKTOBERFEST SIGNAGE	1203-4359003	11,285.2	
PIP	414782	11/12/24	STATIONARY & PRNTD MATERL	1801-4230100	79.72	
PIP	414782	11/12/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003	496.37	
						1,588.34
PLYMATE	414783	11/12/24	CLEANING SERVICES	1205-4350600	34.30	
PLYMATE	414783	11/12/24	CLEANING SERVICES	1205-4350600	255.32	
PLYMATE	414783	11/12/24	OTHER EXPENSES	601-5023990	376.48	

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

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
POWER DMS	414784	11/12/24	SOFTWARE MAINT CONTRACTS	1110-4351502		10,684.29	666.10
POWER DMS	414784	11/12/24	POWER READY SOFTWARE	1110-4351502	112499	5,176.71	
PROMOTIONS PLUS INC	414785	11/12/24	CIVILIAN CLOTHING	1110-R4356001	110479	26.00	15,861.00
QUASAR ENERGY GROUP LLC	414786	11/12/24	OTHER EXPENSES	651-5023990		50.00	26.00
R E I REAL ESTATE SERVICE	414787	11/12/24	OTHER CONT SERVICES	1208-4350900		611.04	50.00
R.D. FILIP, INC	414788	11/12/24	OTHER MAINT SUPPLIES	1205-4238900		1,729.56	611.04
RAYGUN WORKSHOP INC	414789	11/12/24		1401-R4346500	R103433	875.00	1,729.56
RAYGUN WORKSHOP INC	414789	11/12/24	PROMOTIONAL FUNDS	1401-4355100		1,825.00	
ROYAL ARMS	414790	11/12/24	BREACHNG BARRELS/SHOTGUN	1110-4239010	111179	399.00	2,700.00
JANI-KING OF INDIANAPOLIS	414792	11/12/24	OTHER EXPENSES	601-5023990		836.00	399.00
JANI-KING OF INDIANAPOLIS	414792	11/12/24	OTHER EXPENSES	651-5023990		730.00	
SEASONS CATERING & SPECIA	414793	11/12/24	FESTIVAL OF ICE SERVICES	1203-4359003	112771	8,325.00	1,566.00
SONDHI SOLUTIONS LLC	414794	11/12/24	PHASE 11 - 311 PROJECT	1115-4340400	111350	16,000.00	8,325.00
SPRINGFIELD ELECTRIC SUPP	414795	11/12/24	OTHER EXPENSES	651-5023990		64.21	16,000.00
SPRINGFIELD ELECTRIC SUPP	414795	11/12/24	OTHER EXPENSES	651-5023990		-32.50	
SUNBELT RENTALS	414796	11/12/24	OKTOBERFEST RENTALS	1203-4359003	112853	3,273.29	31.71
SUNBELT RENTALS	414796	11/12/24	FESTIVAL/COMMUNITY EVENTS	1203-4359003		473.91	
TAYLOR OIL CO INC	414797	11/12/24	OTHER EXPENSES	651-5023990		324.23	3,747.20
TAYLOR OIL CO INC	414797	11/12/24	OTHER EXPENSES	651-5023990		84.75	
UTILITY SUPPLY CO INC.	414798	11/12/24	OTHER EXPENSES	651-5023990		720.40	408.98
UTILITY SUPPLY CO INC.	414798	11/12/24	OTHER EXPENSES	601-5023990		720.40	
VERSATERM PUBLIC SAFETY U	414799	11/12/24	SOFTWARE MAINT CONTRACTS	1110-4351502		956.41	1,440.80
WARWOOD UNDERGROUND LLC	414800	11/12/24	COMMUNICATION EQUIPMENT	1115-4463100		2,500.00	956.41
WHITE'S ACE HARDWARE	414801	11/12/24	REPAIR PARTS	1115-4237000		.92	2,500.00
WHITE'S ACE HARDWARE	414802	11/12/24	29836300	1203-4359000		158.91	.92
WHITE'S ACE HARDWARE	414802	11/12/24	29836348	1203-4359000		59.01	
WHITE'S ACE HARDWARE	414802	11/12/24	29836522	1203-4359000		70.93	
WHITE'S ACE HARDWARE	414802	11/12/24	29839422	1203-4359003		75.60	
WHITE'S ACE HARDWARE	414802	11/12/24	29847440	1203-4359003		11.98	
WHITE'S ACE HARDWARE	414802	11/12/24	37585269	1203-4359003		94.50	470.93
WILDMAN BUSINESS GROUP	414803	11/12/24	OTHER EXPENSES	601-5023990		155.73	155.73
WILKINSON BROTHERS	414804	11/12/24	DESIGN WEBSITE MARKETING	1203-4355400	112855	2,500.00	
WILKINSON BROTHERS	414804	11/12/24	DESIGN WEBSITE MARKETING	1203-4359003	112855	5,300.00	7,800.00
XYLEM WATER SOLUTIONS USA	414805	11/12/24	OTHER EXPENSES	659-5023990		29,255.20	29,255.20
MATTINGLY CONCRETE	414617	11/05/24	WEST PARK CONCRETE ADDS	103-4462000	59699	21,523.08	21,523.08

SUNGARD PENTAMATION, INC.
 DATE: 11/12/2024
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CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
RL TURNER CORP	414626	11/05/24	INDOOR PLAYGROUND EQUIP	103-4462000 59865	199,936.25	199,936.25
A T & T MOBILITY	414363	10/31/24	TASK FORCE EQUIPMENT	911-4467001	399.99	
A T & T MOBILITY	414363	10/31/24	TELEPHONE LINE CHARGES	911-4344000	73.02	473.01
AMAZON CAPITAL SERVICES	414718	11/12/24	TASK FORCE EQUIPMENT	911-4467001	119.00	
AMAZON CAPITAL SERVICES	414718	11/12/24	TASK FORCE EQUIPMENT	911-4467001	108.99	
AMAZON CAPITAL SERVICES	414718	11/12/24	TASK FORCE EQUIPMENT	911-4467001	23.80	
AMAZON CAPITAL SERVICES	414718	11/12/24	TASK FORCE EQUIPMENT	911-4467001	18.99	
AMAZON CAPITAL SERVICES	414718	11/12/24	TASK FORCE EQUIPMENT	911-4467001	619.95	
AMAZON CAPITAL SERVICES	414718	11/12/24	TASK FORCE EQUIPMENT	911-4467001	6.92	897.65
S O TECHNOLOGIES	414791	11/12/24	ARMOR CARRIER & POUCHES	911-4467001 112789	297.00	297.00
AVI SYSTEMS	414639	11/05/24	OTHER EXPENSES	204-5023990	133,119.41	133,119.41
TOTAL HAND WRITTEN CHECKS						.00
TOTAL COMPUTER-WRITTEN CHECKS						3,617,796.40
TOTAL WRITTEN CHECKS						3,617,796.40

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.



 DEPUTY CFO / CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 28 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF 3,617,796.40 DATED THIS _____ DAY OF _____, _____ PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF ____ AYES AND ____ NAYS.

 COUNCIL PRESIDENT

SUNGARD PENTAMATION, INC.
DATE: 11/12/2024
TIME: 09:18:07

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 29
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
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ATTEST:

CITY CLERK

Total Gross PENSION PAYROLL for checks dated 10/01/2024

\$110,705.10

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


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 the total amount of **\$110,705.10** is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2024

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

Council President

Total Gross PENSION PAYROLL for checks dated 11/01/2024

\$110,705.10

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


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 the total amount of **\$110,705.10** is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2024

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

Council President

_____	_____
_____	_____
_____	_____
_____	_____

Monthly Report of Electronic Transfers

For the Month/Year of: **October 31, 2024**

<u>Date</u>	<u>Recipient</u>	<u>Amount</u>	<u>Fund</u>	<u>Account</u>	<u>Description</u>
10/02/24	861 North Rangeline Rd LLC	15,000.00	2201	4350900	Rent
10/04/24	Sedwick Claims Mgmt Services Inc.	55,238.82	302	5023990	Workman's Comp
10/04/24	Marathon Health LLC	82,793.95	301	5023990	Health Insurance
10/04/24	Benefitmall	280,310.33	301	5023990	Health Insurance
10/07/24	Anthem Insurance Companies	260,492.66	301	5023990	Health Insurance
10/08/24	Bank of NY Mellon	109,000.00	651	5023990	Bond Payment
10/15/24	Anthem Insurance Companies	382,132.56	301	5023990	Health Insurance
10/16/24	Hamilton County Treasurer	7,204.00	101	5023990	Court Costs Payment
10/16/24	VSP Insurance	12,226.60	301	5023990	Insurance Payment
10/21/24	Anthem Insurance Companies	163,190.67	301	5023990	Health Insurance
10/22/24	Allied Receivables Funding Inc	511,456.52	601	5023990	Utility Payment
10/23/24	Ace Your Event	7,336.32	1203	4359003	Event Planning
10/25/24	Ford Motor Credit	851.56	1160	4352600	Mayor's Vehicle Lease
10/28/24	Sedwick Claims Mgmt Services Inc.	3,256.00	302	5023990	Workman's Comp
10/28/24	Webser Bank	34,690.50	653	5023990	Bond Payment
10/28/24	Andy Mohr Ford	41,652.53	1205	4467099	Vehicle Purchase
10/28/24	Horizon Bank	44,650.25	606	5023990	Bond Payment
10/28/24	Anthem Insurance Companies	404,888.97	301	5023990	Health Insurance
10/29/24	861 North Rangeline Rd LLC	15,000.00	2201	4350900	Rent
10/29/24	Bank of Oklahoma	563,201.51	606	5023990	Bond Payment
10/29/24	Bank of Oklahoma	594,064.44	606	5023990	Bond Payment
10/29/24	Bank of Oklahoma	815,737.45	606	5023990	Bond Payment
10/29/24	United Fidelity Bank	7,387.50	606	5023990	Bond Payment
10/29/24	United Fidelity Bank	7,878.00	606	5023990	Bond Payment
10/29/24	United Fidelity Bank	2,700.00	606	5023990	Bond Payment
10/30/24	Regions Bank	47,337.48	653	5023990	Bond Payment
10/30/24	Flock Safety	171,233.90	1115	4355600	ICS Software
10/30/24	United Fidelity Bank	5,697.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	8,946.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	9,541.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	10,170.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	10,834.50	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	11,536.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	12,309.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	13,107.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	13,982.50	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	14,904.00	606	5023990	Bond Payment
10/30/24	United Fidelity Bank	15,651.00	606	5023990	Bond Payment
10/30/24	Regions Bank	185,325.00	653	5023990	Bond Payment
		<u>\$ 4,932,915.52</u>			

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

Deputy CFO / Controller

We have examined the wires listed above on the foregoing accounts payable register, consisting of one page(s), and except for wires not allowed as shown in this register, such wires in the total amount of \$ 4,932,915.52 are in compliance with Section 2-12 of the Carmel City Code.

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

 Council President



STRATEGIC HIGHLIGHTS

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

FINANCIAL SNAPSHOT

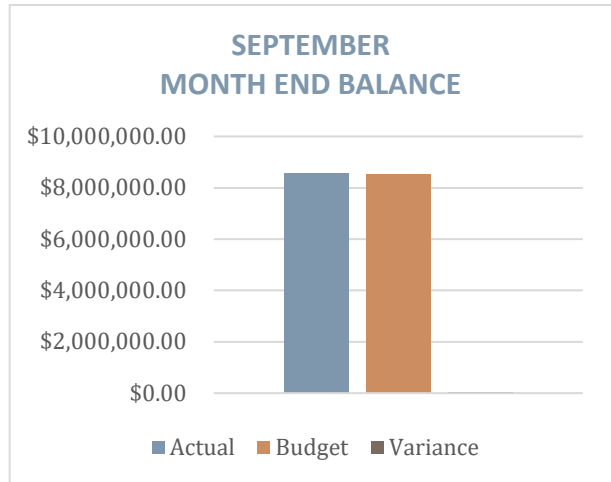
September Beginning Balance	\$ 8,537,758
September Revenues	\$ 108,629
September Transfers	\$ 3,207
September Expenditures	\$ 72,534
September ending Balance Without Reserve Funds	\$ 8,577,060
Supplemental Reserve Fund	\$ 4,951,733
City Center Bond Reserve	\$ 444,551
Midtown Bond Reserve	\$ 923,652
Midtown West Bond Reserve	\$ 704,886
Urban Parks Fund	\$ 1,859,527
September Balance With Reserve Funds	\$ 17,461,409

FINANCIAL STATEMENT

Financial Statement

SEPTEMBER MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 8,577,060
Ending Balance with Restricted Funds	\$ 17,461,409



SUMMARY OF CASH

For the Month Ending September 2024

DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
Cash Balance 9/1/24			
1101 Cash	\$ 5,563,373.28	\$ 5,563,373.28	-
1110 TIF	\$ 2,974,384.57	\$ 2,974,384.57	-
Total Cash	\$ 8,537,757.85	\$ 8,537,757.85	-
Receipts			
1101 Cash	\$ 108,628.80	\$ 99,688.21	\$ 8,940.59
1110 TIF	\$ -	\$ -	\$ -
Developer Payments	\$ -	\$ -	\$ -
Transfers to Reserves (TIF)	\$ -	\$ -	\$ -
Transfers to Reserves (non-TIF)	\$ 3,206.83	\$ -	\$ 3,206.83
Transfer to SRF	\$ -	\$ -	\$ -
Total Receipts	\$ 111,835.63	\$ 99,688.21	\$ 12,147.42
Disbursements			
1101 Cash	\$ 72,533.68	\$ 104,085.18	\$ 31,551.50
1110 TIF	\$ -	\$ -	\$ -
Total Disbursements	\$ 72,533.68	\$ 104,085.18	\$ 31,551.50
1101 Cash	\$ 5,602,675.23	\$ 5,558,976.31	\$ 43,698.92
1110 TIF	\$ 2,974,384.57	\$ 2,974,384.57	\$ -
Cash Balance 9/30/24	\$ 8,577,059.80	\$ 8,533,360.88	\$ 43,698.92
Total Usable Funds	\$ 8,577,059.80	\$ 8,533,360.88	\$ 43,698.92

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end September 2024

RESTRICTED FUNDS

Supplemental Reserve Fund	\$ 4,951,733
City Center Bond Reserve	\$ 444,551
Midtown Bond Reserve	\$ 923,652
Midtown West Bond Reserve	\$ 704,886
Urban Parks Fund	\$ 1,859,527
Sub-total:	<u>\$ 8,884,349</u>

UNRESTRICTED FUNDS

TIF	\$ 2,974,385
Non TIF	\$ 5,602,675
Sub-total:	<u>\$ 8,577,060</u>
Total Funds	<u>\$ 17,461,409</u>

OUTSTANDING RECEIVABLES

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

STATEMENT OF CHANGES IN EQUITY

MONTH END: SEPTEMBER 2024

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	\$ -	
Total Receipts (Non-TIF)	\$ 111,836	
Expenditures (TIF)		\$ -
Expenditures (Non-TIF)		\$ 72,534

FINANCIAL UPDATE

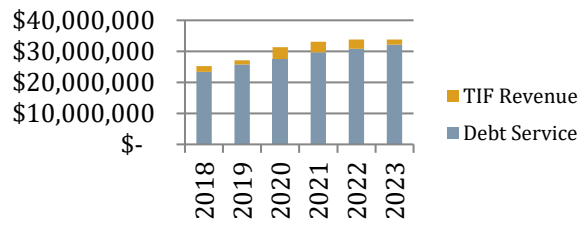
Financial Update

TIF REVENUE AND DEBT

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

DEBT PAYMENTS

Month	Payment
June 2024	\$16,550,975
December 2024	\$16,549,798



PROJECT UPDATES

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

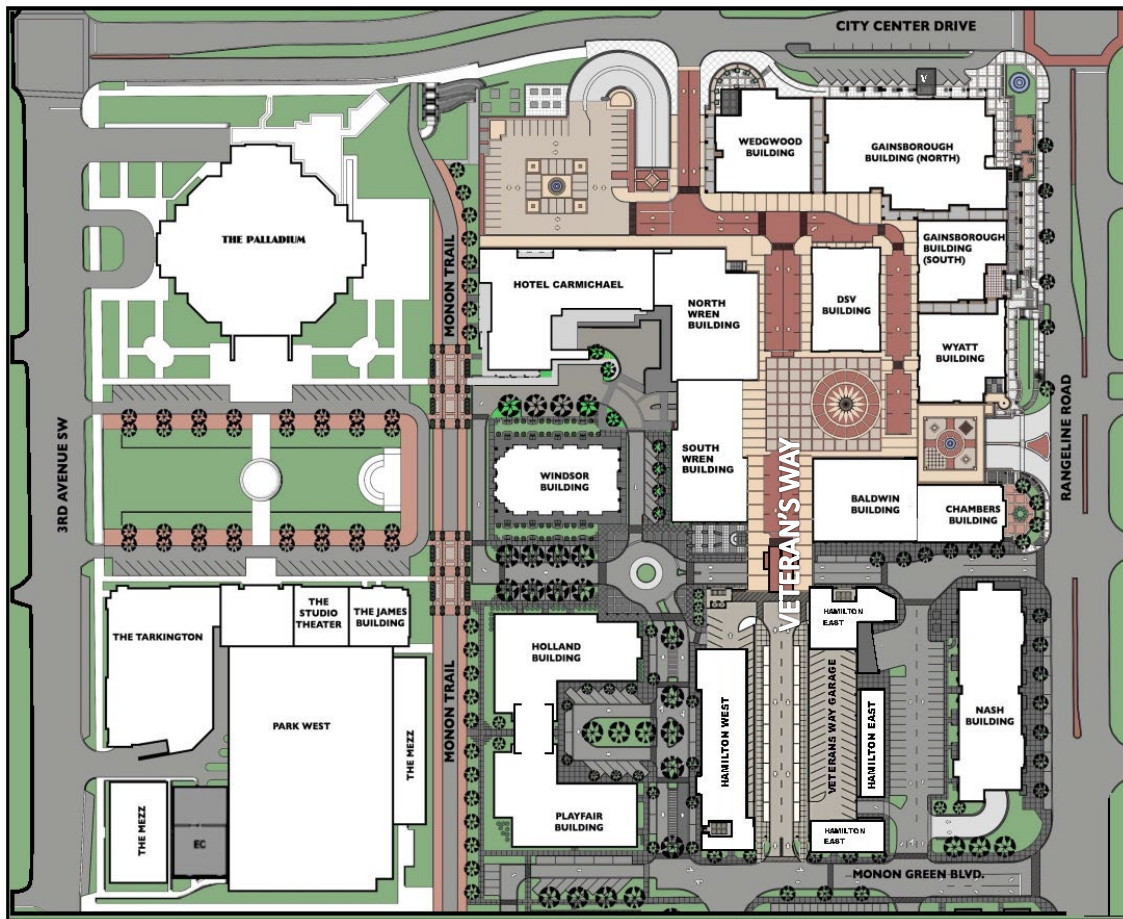


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

PROJECT UPDATES

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

CRC Contract Amounts:

City Center Bond: \$ 16,214,875.00

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

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

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

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

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

PROJECT UPDATES

<p>Kent</p>	<p>A three-story building, of approximately 111,000 square feet of luxury apartments.</p> <p>Site drawings were approved by the CRC Architectural Committee.</p>	<p>Start: Summer 2018</p> <p>Complete: June 2021</p>	<p>Site Construction – Start: Spring 2018 Site Work Awarded – Spring 2018 Building Construction – Start: Summer 2018 Building Complete June 2021 - Pool and Site work is still under construction</p> 
<p>Hamilton (Park East commercial/residential buildings)</p>	<p>Hamilton East: 5 ground floor residential two-story townhomes; 7,954 SF of ground floor commercial space Hamilton West: 13,992 SF of ground floor commercial space</p>	<p>Start: Summer 2018</p>	<p>Hamilton East - Construction commenced: Summer 2018, completed Summer 2019 Hamilton West – Construction commenced: Summer 2020, currently under construction</p>
<p>Playfair and Holland</p>	<p>A five-story building, of approximately 178,000 square feet, which will include 112 luxury apartments and commercial retail/office space.</p>	<p>Start: September 2019</p> <p>Complete: Spring 2022</p> <p>Approx. 112 Apartments</p>	
<p>Windsor</p>	<p>A four-story building, of approximately 64,000 square feet.</p>	<p>Start: Summer 2022</p> <p>Complete: May/June 2024</p>	<p>October 2024</p> 

PROJECT UPDATES

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

Start: Summer 2020

Complete: June 2024



Currently under construction

Note: All completion dates indicated above are per the Completion Guaranties executed between the CRC and Pedcor. Should Pedcor miss these dates they are obligated to cover the debt obligations.

2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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3) CRC Commitments

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

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

PROJECT UPDATES



PROSCENIUM

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

Total project budget: \$60,000,000

- 4) Anticipated Project Schedule

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

- 5) Construction Milestones: Construction is complete. Construction of the Tavern estimated to begin fall 2023.
- 6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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- 7) CRC Commitments

No commitments by the CRC have been made.

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

PROJECT UPDATES



Rendering



September 2022

CIVIC SQUARE GARAGE

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

Construction Start	January 2022
Construction End	Opened Summer 2022

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



March 2023

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES



FIRST ON MAIN

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

2)Economic Development Area: Lot One

3)Project Summary:

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

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

5)Anticipated Project Schedule

Construction Start	Fall 2021
Construction End	Estimated November 2023

6)Construction Milestones: Construction is underway.

7)CRC Commitments

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

8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES



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

PROJECT UPDATES

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. 600 jobs brought/created with Republic alone.
- 4)Total project budget: \$200,000,000 investment for Phase 1 and II
- 5)Anticipated Project Schedule

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

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

PROJECT UPDATES

Rendering



October 2024



PROSCENIUM II

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

Design Start	2021
Construction Start	2022
Construction Complete	Estimated August 2024

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

ACTION ITEM	CITY COUNCIL	CRC
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- 7) CRC Commitments
No commitments by the CRC have been made.

PROJECT UPDATES

Rendering



October 2024



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
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7) CRC Commitments

No commitments by the CRC have been made.

PROJECT UPDATES

Respectfully submitted,



Henry Mestetsky

Executive Director

Carmel Redevelopment Commission/Department

November 7, 2024

Prepared for City Council and the Redevelopment Commission

-End Report-

ORDINANCE NO. D-2726-24

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, APPROVING AND ADOPTING A THIRD AMENDMENT
TO INTERLOCAL AGREEMENT**

THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

This Third Amendment to Interlocal Cooperation Agreement (“Third Amendment”) is by and between the City of Carmel, Indiana (the “City”) and Clay Township of Hamilton County, Indiana (the “Township”), and shall be effective upon its adoption by the legislative body of both the City and the Township and recording with the Hamilton County Recorder.

WHEREAS, the City and Township entered into a certain Interlocal Cooperation Agreement adopted by the Township by Resolution and by the City under Ordinance No. D-1603-02 dated July 26, 2002 (the “Original Agreement”) to provide joint park and recreation services to the residents of the City and the Township through the Carmel/Clay Board of Parks and Recreation (the “Joint Board”); and

WHEREAS, the Original Agreement was amended by an Amendment to Interlocal Agreement adopted by the Township by Resolution and by the City under Ordinance D-1740-04 dated February 7, 2005 (the “First Amendment”) which provided, among other things, for the adjustment of the size and composition of the Joint Board and the payment by the Township of certain County Option Income Tax funds, now referred to as Local Income Tax (“LIT”) funds to capital projects approved by the Joint Board; and

WHEREAS, the Original Agreement was further amended by a Second Amendment to Interlocal Agreement adopted by the Township by Resolution and by the City under Ordinance D-1998-10 dated July 2, 2010 (the “Second Amendment”), which expanded authorized expenditures for the LIT received by the Township (the Original Agreement, the First Amendment and the Second Amendment collectively the “Amended Agreement”); and

WHEREAS, the Township entered into a certain lease dated January 20, 2004, as amended, by and between the Township and the Carmel/Clay Board of Parks and Recreation (the “Lease”) to provide for the financing of the Carmel Clay Central Park and Monon Center Project; and

WHEREAS, the Amended Agreement provides that upon the Township’s final Lease payment for the Central Park Lease-Rental Bonds scheduled to be made on January 15, 2025, the Township’s appointments to the Joint Board are automatically terminated and the Township’s participation in the Joint Board terminates; and

WHEREAS, the Township has demonstrated its commitment to the joint parks undertaking with the City by issuing bonds to finance projects for the Joint Board including the following: Clay Township General Obligation Bonds, Series 2019B through H and Series 2019J and K in a total principal amount of \$30,917,690.10; Clay Township General Obligation Bonds

51 Series 2020A in the principal amount of \$3,530,000.00; and Clay Township General Obligation
52 Bonds, Series 2022 in the principal amount of \$3,100,000 (Parks Related Only), all as further
53 described in Exhibit A attached hereto which bonds are payable solely by the Township for the
54 benefit of the Joint Board through January 15, 2042 (collectively the “Bond Payments”); and
55

56 **WHEREAS**, the Township and City are in ongoing discussions to determine how best to
57 provide necessary long-term funding to support the Joint Board in the future; and
58

59 **WHEREAS**, it is in the Carmel and Clay communities’ best interest to maintain the current
60 size and composition of the Joint Board until a funding solution is determined; and
61

62 **WHEREAS**, the parties desire to revise and amend the Interlocal Cooperation Agreement
63 in accordance with the terms of this Third Amendment.
64

65 **NOW, THEREFORE**, it is mutually agreed by and between the parties as follows:
66

67 **1. Conditional Revision of Section 2.2.** Notwithstanding any other provision of the
68 Amended Agreement, so long as the Township makes timely payments on the outstanding Bond
69 Payments, Section 2.2 of the Agreement shall be revised and amended in its entirety to read as
70 follows:
71

72 **2.2** The Joint Board shall consist of nine (9) members appointed or selected as follows:
73

- 74 a. Four (4) members of the Joint Board shall be appointed by the Mayor on the
75 basis of their interest and knowledge of parks and recreation and must be
76 residents of the City.
- 77 b. Four (4) members of the Joint Board shall be appointed by the Trustee on the
78 basis of their interest and knowledge of parks and recreation and must be
79 residents of the Township.
- 80 c. One (1) member of the Joint Board shall be appointed by the Board of
81 Education for Carmel/Clay Schools and must be an elected member thereof.
- 82 d. No more than two (2) of the Mayor’s appointments to the Joint Board shall be
83 from the same political party.
- 84 e. No more than two (2) of the Trustee’s appointments to the Joint Board shall be
85 from the same political party.
- 86 f. An elected official of the City or Township shall not be eligible to serve as a
87 member of the Joint Board.
- 88 g. The Mayor and Trustee shall continue to stagger the date of appointment of
89 members serving on the Joint Board in a manner similar to that which exists at
90 the time of adoption of this Amendment and shall maintain records reflecting
91 the date of appointment and term of each member so appointed.
92

93 Revised Section 2.2, as set forth above, shall automatically terminate and be of no further force or
94 effect on the first date on which the Township fails to timely pay any portion of the Bond Payments
95 referenced in Exhibit A.
96

149 Presented by me to the Mayor of the City of Carmel, Indiana, this ____ day of
150 _____, 2024, at ____ M.

151
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Jacob Quinn, Clerk

156 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____,
157 2024, at ____ M.

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Sue Finkam, Mayor

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162 ATTEST:

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164 _____
165 Jacob Quinn, Clerk

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168 **ALL OF WHICH IS AGREED** by and between the Township on the date set forth below.

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**CLAY TOWNSHIP
HAMILTON COUNTY, INDIANA**

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175 By: _____
176 Paul K. Bolin, Chairman

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Douglas Callahan, Secretary

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Mary Eckard, Member

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186 **CLAY TOWNSHIP
187 HAMILTON COUNTY, INDIANA**

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190 By: _____
191 Paul Hensel, Township Trustee

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EXHIBIT A

List of Clay Township Bonds

<u>Project</u>	<u>Bond Series</u>	<u>Par Amount</u>	<u>Last Payment Date</u>
West Park	2019B	\$4,765,858.85	1/15/2039
Inlow Park	2019C	\$2,639,928.00	1/15/2039
Meadowlark Park	2019D	\$4,132,416.05	1/15/2039
Carey Grove Park	2019E	\$2,080,859.95	1/15/2039
River Heritage Park	2019F	\$3,070,003.05	1/15/2039
Monon Greenway	2019G	\$4,754,500.50	1/15/2039
Japanese Gardens	2019H	\$3,093,925.75	1/15/2039
Flowing Well Park	2019J	\$1,935,990.20	1/15/2039
Central Park	2019K	\$4,444,207.55	1/15/2039
106 th Street Pedestrian Bridge	2020A	\$3,530,000.00	7/15/2040
Carter Green Project	2022	\$1,700,000.00	1/15/2042
Japanese Outdoor Structures	2022	\$ 600,000.00	1/15/2042
General Parks Projects	2022	\$ 800,000.00	1/15/2042
	Total:	\$37,547,689.90	

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This instrument prepared by and should be returned upon recording to: Brian C. Bosma, Esq.,
Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, IN 46204-5125

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

ORDINANCE NO. D-2740-24

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 2, ARTICLE 1, SECTIONS 2-1, 2-3, 2-6, 2-10, 2-12, 2-13 AND 2-14 OF THE
CARMEL CITY CODE.**

Synopsis: Ordinance clarifying purpose and duties of components of government.

WHEREAS, the City of Carmel (“City”), is established as four components of government; and

WHEREAS, it is now necessary for the Carmel City Code to be amended for further clarification of the purpose and duties of these components.

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

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

Section 2. The following subsections of Carmel City Code, Chapter, 2, Article 1, Sections 2-1, 2-3, 2-6, 2-10, 2-11, 2-12, 2-13 and 2-14 are hereby amended, and shall read as follows:

§ 2-1 Four **Branches** Components of Government.

(a) The government of the City shall consist of four **branches** components, those being:

- (1) Executive Branch (*I.C.*, 36-4-5)
- (2) Legislative Branch (*I.C.*, 36-4-6)
- (3) **Fiscal Branch** Clerk (*I.C.*, 36-4-10)
- (4) Judicial Branch (*I.C.*, 33-35-1) (Ord. D-362, § I, 3-22-83)

~~(b) Charts depicting the four branches of government appear at the end of this chapter in Appendix I.~~

§ 2-3 Executive Departments.

(a) The Mayor shall be the chief administrator of the City and shall have control of the day-to-day operations of the following executive departments which are established.

- (1) Department of Community Services. (Ord. D-1193, 1-8-96)
 - a) Plan Commission. (*I.C.*, 36-7-4 *et seq.*).
 - b) Board of Zoning Appeals. (*I.C.*, 36-7-4-900 *et seq.*).
- (2) Engineering Department.
- (3) Fire Department.
 - a) Fire Pension Board (*I.C.*, 36-8-7 [1937 Fund]; *I.C.*, 36-8-8 [1977 Fund]).
- (4) Department of Law **to be known as the Office of Corporation Counsel**. (pursuant to *I.C.*, 36-4-9-12— City Attorney and attorney for Plan Commission, Board of Zoning Appeals).
- (5) Police Department.
 - a) Police Pension Board. (*I.C.*, 36-8-6 [1925 Fund]; *I.C.*, 36-8-8 [1977 Fund]).
- (6) Street Department.
- (7) Public Water and Public Wastewater Utilities. (Ord. D-1193, 1-8-96)
- (8) Department of Parks and Recreation. (*I.C.*, 36-10-3-1 *et seq.*) (Ord. D-673, § 1, 10-1-90)
- (9) Department of Redevelopment. (Ord. D-720, § 1, 8-5-91).
- (10) Finance Department.
- (11) Department of Economic Development.

Ordinance D-2740-24

Page One of Fourteen

- 51 (12) Marketing and Community Relations Department.
- 52 (13) Department of Human Resources.
- 53 (14) ~~Information and Communication Systems~~ Technology Department.
- 54 (15) Brookshire Golf Course.

- 55
- 56 (b) Pursuant to IC 36-4-9-6, The Mayor shall appoint the following who serve at her pleasure:
- 57 1. The chiefs of the Fire and Police Departments
 - 58 2. ~~and the~~ The ~~heads~~ Directors of the Department of Finance who serves as the City Controller, the
 - 59 ~~Community Services (pursuant to I.C., 36-4-9-2)~~, Engineering Department who serves as the City Civil
 - 60 Engineer, the Department of Law who serves as the Corporation Counsel, ~~Office of the Controller,~~
 - 61 ~~and the Communications Center are appointed by the Mayor and serve at his pleasure.~~ and;
 - 62 3. The Directors of other departments established by City Council per IC 36-4-9-4.
- 63

64 § 2-6 ~~Reserved for Future Use~~ The Controller

65 The Controller is the fiscal officer of the City and shall be the director of the Finance Department. He or

66 she shall perform the duties assigned by *I.C.*, 36-4-10-5, and such other duties as the Common Council may,

67 by ordinance, require.

68 § 2-6.1 Claim Payments in Advance of Council Allowance.

69

70 (a) The fiscal officer may submit claim payments in advance of Council approval for specific types of

71 expenses. The City's legislative body having jurisdiction over the approval shall review and act upon the

72 claim at its next regular or special meeting following the preapproved payment.

- 73 (1) Property or services purchased or leased from the United States government, its agencies, or its
 - 74 political subdivisions.
 - 75 (2) License or permit fees.
 - 76 (3) Insurance premiums.
 - 77 (4) Utility payments, utility connection charges, internet and mobile phone charges, and fuel
 - 78 charges for City vehicles.
 - 79 (5) General grant programs where advance funding is not prohibited and the contracting party
 - 80 posts sufficient security to cover the amount advanced.
 - 81 (6) Grants of state funds authorized by statute.
 - 82 (7) Maintenance agreements, service agreements or lease payments.
 - 83 (8) Bond or coupon payments.
 - 84 (9) Payroll.
 - 85 (10) Federal, state or county taxes.
 - 86 (11) Expenses that must be paid because of emergency circumstances.
 - 87 (12) A product or service for which the City legislative body had accepted a bid.
 - 88 (13) Petty Cash Funds as established pursuant to City Code § 2-114.
 - 89 (14) Legal settlements which have been approved by the Corporation Counsel and are within the
 - 90 Corporation Counsel's settlement authority pursuant to City Code § 2-9.1.
 - 91 (15) Payments for special land acquisition projects as directed in advance by resolution of the
 - 92 City's legislative body.
 - 93 (16) Payments made pursuant to City Code § 2-61(b), (c), (d) and other reimbursements
 - 94 permitted by the City Code.
 - 95 (17) Refunds to City of Carmel customers.
- 96

99 (18) Wire transfers for land purchases, payroll, health insurance, and debt service, all of which
100 have been budgeted and/or approved by the legislative body.

101 (b) Each payment of expenses under this section must be supported by a fully itemized claim.

102 § 2-6.2 Capital Asset Policy.

103 (a) Definition of Capital Assets.

105 (1) Capital Assets are assets that are used in operations and have an initial useful life in excess of
106 one year. The term includes both tangible assets (land, construction in progress, buildings, building
107 improvements, vehicles, machinery, equipment, works of art, historical treasures, infrastructure) and
108 intangible assets (easements, software, water rights). Assets acquired for the purpose of sale or
109 investment do not qualify as capital assets, regardless of their form, because they are not used in
110 operations.

111 (2) The City has a minimum capitalization threshold of \$5,000. The capitalization threshold is
112 applied to individual items in a group of items, rather than to the group as a whole, unless the effect of
113 doing so would be to eliminate a significant portion of total capital assets. Assets that are not capitalized
114 (items less than \$5,000 and greater than \$1,000) are expensed in the year of acquisition. An inventory is
115 kept of all assets greater than \$1,000.

116 (b) Major Capital Asset Classes **and**. In order to ensure that governmental entities have an
117 accurate, complete, and current record of capital assets, it is important that asset categories are
118 appropriately determined. This section further clarifies the asset definition by major category.

119 (1) **Land.** Land is defined as specified land, lots, parcels or acreage including rights of way owned by
120 the City of Carmel, its various departments, boards or commissions, regardless of the method or date of
121 acquisition. Easements are not included, as the City does not own them, but as an interest in land owned
122 by another (i.e. property owner) that entitles its holder to a specified limited use. The City Utility,
123 however, does capitalize easements.

124 (2) **Buildings.**

125 a) Buildings are defined as permanent (non-moveable) structures. Any structures designed and
126 erected to house equipment services or functions are included. This includes systems, services, and
127 fixtures within the buildings, as well as attachments such as porches, stairs, fire escapes, canopies,
128 areaways, lighting fixtures, flagpoles, sound equipment, security cameras, lifts and riggings, curtains and
129 staging and all other such units that serve the building.

130 b) Plumbing systems, lighting systems, sound systems, surveillance systems, passenger and
131 freight elevators, escalators, built-in casework, walk-in coolers and freezers, fixed shelving and other
132 fixed equipment are included as part of the building if it is owned. Communications antennas and/or
133 towers are not included because they are treated as part of the equipment unit.

134 (3) **Improvements Other Than Buildings.** Improvements other than buildings have a limited useful
135 life. Examples of the Civil City assets in this category are parking areas, drives, fencing, pools, fountains,
136 underground sprinkler systems, decorative street lighting and other similar items. Examples of the City
137 Utilities assets are water supply mains, collection sewers, wells, fences, intake pipes, manholes, and fire
138 hydrants.

143

144 (4) **Furnishings and Equipment.** The furnishings and equipment asset class is used to account for
 145 moveable items. Included within this category are office equipment, office furniture, appliances,
 146 furnishings, machinery items, maintenance equipment, communication equipment, police, fire, laboratory
 147 equipment, vehicles, road equipment, aircraft, emergency equipment, earth moving equipment, text
 148 equipment, civil defense equipment, law enforcement equipment, and data processing equipment. Supplies
 149 are excluded.

150 (5) **Infrastructure.** Infrastructure assets are long-lived capital assets that normally are stationary in
 151 nature and can be preserved for a significantly greater number of years than most capital assets and that
 152 are normally stationary in nature. Examples include roads, streetlights, traffic signals, drainage systems,
 153 and water lines. Infrastructure assets do not include buildings, drives, parking lots or any other examples
 154 given above that are incidental to property or access to the property described above.

155 (6) **Construction in Progress.** Construction, or development, in progress is a special class of
 156 capital assets that are still in the process of construction (tangible) or development (intangible).
 157 Depreciation does not begin until the capital assets are substantially ready to be placed in service.

158 (7) **Other Capital Assets.** This is a separate category for capital assets that do not fit into any of
 159 the major asset classes listed above.

160 (c) **Threshold Levels for Capital Assets.** The following schedule will be used for capitalization and
 161 depreciation of the City's capital assets. Amounts are based on governmental entities with revenues
 162 exceeding \$100 million.

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164

<i>Capitalize/Depreciate</i>	
<i>Capitalize/Depreciate</i>	
Land	Capitalize only
Land Improvements	\$50,000
Buildings	\$100,000
Building Improvements	\$100,000
Construction in Progress	Capitalize only
Machinery and Equipment	\$5,000
Vehicles	\$5,000
City Utility Assets	\$5,000
Computer Software	\$5,000
Infrastructure	\$3,000,000

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168 Ordinance D-2740-24

169 Page Four of Fourteen

170

171 (d) Valuation of Capital Assets.

172 (1) Capital assets should be recorded at historical cost and should include the cost of freight, site
 173 preparation, architect and engineering fees and other costs as applicable. If a method other than cash is
 174 used to pay for the asset, then the fair-market value of the non-cash payment or consideration determines
 175 the asset's cost or acquisition value. When the value of the consideration paid cannot be determined, the
 176 asset's fair market value determines its cost.

177 (2) With a few exceptions, an asset's cost should also include necessary costs incurred to place the
 178 asset in service. Costs include the invoice price plus incidental costs (insurance during transit, freight,
 179 capitalized interest, duties, title search, registration fees and installation costs). Exceptions to the rule
 180 include interest expenses associated with deferred payments and real estate taxes paid, if any, in the
 181 acquisition of property.

182 (e) Depreciation Method and Salvage Value.

183 (1) Depreciation is the process of allocating the cost of tangible property over a period of time,
 184 rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of the asset's
 185 life, the sum of the amounts charged for depreciation in each accounting period (accumulated
 186 depreciation) will equal original cost less salvage value. The City depreciates its capital assets by using
 187 the Straight-Line Method. Under this method, the basis of the asset is written off evenly over the useful
 188 life of the asset. The same amount of the depreciation is taken each year. Depreciation is calculated at the
 189 end of each fiscal year.

190 (2) The salvage value of an asset is the value it is expected to have when it is no longer useful for its
 191 intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the
 192 end of its useful life. The City determines salvage value on an asset-by-asset basis.

193 (f) Estimated Useful Lives of City Assets. The following assets accounted for under the Capital
 194 Asset Policy will be depreciated using the straight-line method of depreciation. A gain or loss on
 195 disposal will be reported. The most common useful lives are as follows:

- 196 (1) City Civil.
- 197 a) Vehicles - 5 years.
 - 198 b) Police Vehicles - 4 years.
 - 199 c) Office Equipment - 5 years.
 - 200 d) Office Furniture - 20 years.
 - 201 e) Heavy Equipment - 10 years.
 - 202 f) Fire Trucks - 15 years.
 - 203 g) Ambulances - 10 years.
 - 204 h) Buildings - 50 years.
 - 205 i) Building Components (HVAC systems, roofing) - 20 years.
 - 206 j) Leasehold Improvements - useful life of asset or lease term (whichever is shorter).
 - 207 k) Land Improvements - structure (parking lots, athletic courts, swimming pools) - 20 years.
 - 208 l) Land Improvements - groundwork (golf course, athletic fields, landscaping, fencing) - 20
 209 years.
 - 210 m) Outdoor Equipment - (playground equipment, radio towers) - 15 years.
 - 211 n) Grounds Equipment - (mowers, tractors, attachments) - 15 years.
 - 212 o) Computer Software - 5 years.
 - 213 p) Security Cameras - 10 years.
 - 214 q) Stage Lighting - 5 years.

- 218
- 219 r) Mobile Stage Trailer - 10 years.
- 220 s) Rigging and Lifts - 10 years.
- 221 t) Sound Equipment for Palladium - 10 years.

222 (2) City Utility - Water.

- 223 a) Buildings and Improvements - 50 years.
- 224 b) Transmission and Distribution Mains - 50 to 75 years.
- 225 c) Meters/Meter Installation - 25 to 30 years.
- 226 d) Pumping Equipment - 50 years.
- 227 e) Water Treatment Equipment - 50 years.
- 228 f) Elevated Storage - 75 years.
- 229 g) Office Equipment - 5 years.
- 230 h) Machinery - 5 to 40 years.
- 231 i) Hydrants - 50 to 75 years.
- 232 j) Well Equipment - 15 to 20 years.
- 233 k) Wells - 50 to 100 years.
- 234 l) Communications Equipment - 10 years.
- 235 m) GPS - 100 years.
- 236 n) Clearwell - 100 years.

237 (3) City Utility - Sewer.

- 238 a) Buildings and Improvements - 50 years.
- 239 b) Sewer Lines - 50 years.
- 240 c) Lift Station - 50 years.
- 241 d) Treatment Plant Equipment - 10 years.
- 242 e) Office Equipment - 5 years.
- 243 f) Machinery – 6 to 20 years.
- 244 g) Vehicles - 5 years.
- 245 h) HVAC Systems - 25 years.
- 246 i) GPS - 100 years.
- 247 j) Computer Software - 5 years.

248 (4) Infrastructure. The following is the list of networks and their useful lives:

- 249 a) Roads/Streets Network.
250 Subsystems: Types of Roads/Streets, Curbs, and Sidewalks - 45 years.
- 251 b) Traffic Components Network.
252 Subsystems: Traffic Signals -35 years.
253 Street lights - 25 years.
- 254 c) Drainage Systems Network - 50 years.

255 (g) Capital Leases.

256 (1) Leased equipment should be capitalized if the lease agreement meets any one of the
257 following criteria:

- 258 a) The lease transfers ownership of the property to the lessee by the end of the lease term.
- 259 b) The lease contains a bargain purchase option.
- 260 c) The lease term is equal to 75% of the estimated economic life of the leased property (and the
261 lease is non-cancellable during that time).
- 262 d) The present value of the minimum lease payments at the inception of the lease (excluding
263 executory costs) equals at least 90% of the fair-value of the leased property.

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(2) Leases that do not meet any of the above criteria are considered operating leases.

(h) Assets Not Capitalized.

(1) Assets less than \$5,000 are expensed in the year of acquisition. Assets greater than \$1,000 are recorded in the General Ledger.

(2) Exceptions are:

a) Items costing less than the above limits which are permanently installed as a part of the cost of original construction or installation of a larger building or equipment unit will be included in the cost of the larger unit; and

b) Modular equipment added subsequent to original equipment construction of a larger building or equipment unit which may be put together to form larger units costing more than the prescribed limits will be charged to capital assets even though the cost of individual items is less than such units; and

c) Cabinets, shelving, bookcases, and similar items, added subsequent to original construction, which are custom made for a specific place and adaptable elsewhere, will be capitalized.

(i) Capital Assets Purchased With Grant Funds. When Federal Grant Funds are used to purchase capital assets, compliance with the applicable Subparts of Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in the Code of Federal Regulations is required. All grant types typically have requirements specified in the Grant Award Letter with which the City must comply.

(j) Asset Acquisition, Transfer and Disposal. City assets may be acquired or disposed of using various methods, as described in supplemental City documentation and forms. The following procedure must be observed for all acquisitions, transfers and disposals of assets: complete the requisite forms, obtain the signature of the Department Director and forward the completed documentation to the Fiscal Office for recording purposes.

(k) Reporting of Fraud. Any city employee who suspects the misappropriation of capital assets should follow the applicable requirements outlined in Ordinance No. D-2286-16. This Ordinance establishes a policy on materiality and the process for reporting material variances.

§ 2-6.3 Advance Payments for Goods and Services.

(a) Advance payments for goods or services before the goods are delivered or services are completed are hereby authorized.

(b) Advance payments for goods and services may not exceed the lesser of the following:

(1) Fifty percent of the entire cost of the contract.

(2) \$2,000,000.

(c) The City's fiscal officer or the fiscal officer's designee must do all of the following when advance payments are made:

(1) Track prepayments by defining the prepayment on a purchase order.

(2) Create a prepayment invoice that is associated with the purchase order.

(3) Require insurance or a surety bond in the amount of the prepayment if the amount of the prepayment is more than \$150,000.

315 Division III. ~~Fiscal Branch.~~ Clerk

316 ~~§ 2-10 The Controller.~~

317 ~~The Controller is the fiscal officer of the City. He shall perform the duties assigned by I.C., 36-4-~~
318 ~~10-5, and such other duties as the Common Council may, by ordinance, require.~~

319 ~~§ 2-12 Claim Payments in Advance of Council Allowance.~~

320

321 ~~(e) The fiscal officer may submit claim payments in advance of Council approval for specific types of~~
322 ~~expenses. The City's legislative body having jurisdiction over the approval shall review and act upon the~~
323 ~~claim at its next regular or special meeting following the preapproved payment.~~

324 ~~(1) Property or services purchased or leased from the United States government, its agencies, or its~~
325 ~~political subdivisions.~~

326 ~~(2) License or permit fees.~~

327 ~~(3) Insurance premiums.~~

328 ~~(4) Utility payments, utility connection charges, internet and mobile phone charges, and fuel~~
329 ~~charges for City vehicles.~~

330 ~~(5) General grant programs where advance funding is not prohibited and the contracting party~~
331 ~~posts sufficient security to cover the amount advanced.~~

332 ~~(6) Grants of state funds authorized by statute.~~

333 ~~(7) Maintenance agreements, service agreements or lease payments.~~

334 ~~(8) Bond or coupon payments.~~

335 ~~(9) Payroll.~~

336 ~~(10) Federal, state or county taxes.~~

337 ~~(11) Expenses that must be paid because of emergency circumstances.~~

338 ~~(12) A product or service for which the City legislative body had accepted a bid.~~

339 ~~(13) Petty Cash Funds as established pursuant to City Code § 2-114.~~

340 ~~(14) Legal settlements which have been approved by the City Attorney and are within the City~~
341 ~~Attorney's settlement authority pursuant to City Code § 2-9.1.~~

342 ~~(15) Payments for special land acquisition projects as directed in advance by resolution of the~~
343 ~~City legislative body.~~

344 ~~(16) Payments made pursuant to City Code § 2-61(b), (c), (d) and other reimbursements~~
345 ~~permitted by the City Code.~~

346 ~~(17) Refunds to City of Carmel customers.~~

347 ~~(18) Wire transfers for land purchases, payroll, health insurance, and debt service, all of which~~
348 ~~have been budgeted and/or approved by the legislative body.~~

349

350 ~~(d) Each payment of expenses under this section must be supported by a fully itemized claim.~~
351 ~~(91 Code, § 2-12) (Ord. D-1063, 3-7-94; Ord. D-1183, 10-16-95; Ord. D-1370-98, 6-15-98; Ord. D-~~
352 ~~1899-08, As Amended, passed 8-4-08; Ord. D-2067-11, 11-7-11)~~

353 ~~§ 2-13 Capital Asset Policy.~~

354

355 ~~(1) Definition of Capital Assets.~~

356 ~~(1) Capital Assets are assets that are used in operations and have an initial useful life in excess of~~
357 ~~one year. The term includes both tangible assets (land, construction in progress, buildings, building~~
358 ~~improvements, vehicles, machinery, equipment, works of art, historical treasures, infrastructure) and~~
359 ~~intangible assets (easements, software, water rights). Assets acquired for the purpose of sale or~~
360 ~~investment do not qualify as capital assets, regardless of their form, because they are not used in~~
361 ~~operations.~~

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364 (2) The City has a minimum capitalization threshold of \$5,000. The capitalization threshold is
 365 applied to individual items in a group of items, rather than to the group as a whole, unless the effect of
 366 doing so would be to eliminate a significant portion of total capital assets. Assets that are not capitalized
 367 (items less than \$5,000 and greater than \$1,000) are expensed in the year of acquisition. An inventory is
 368 kept of all assets greater than \$1,000.

369 (m) Major Capital Asset Classes and. In order to ensure that governmental entities have an
 370 accurate, complete, and current record of capital assets, it is important that asset categories are
 371 appropriately determined. This section further clarifies the asset definition by major category.

372 (1) Land. Land is defined as specified land, lots, parcels or acreage including rights of way owned by
 373 the City of Carmel, its various departments, boards or commissions, regardless of the method or date of
 374 acquisition. Easements are not included, as the City does not own them, but as an interest in land owned
 375 by another (i.e. property owner) that entitles its holder to a specified limited use. The City Utility,
 376 however, does capitalize easements.

377 (2) Buildings.

378 a) Buildings are defined as permanent (non-moveable) structures. Any structures designed and
 379 erected to house equipment services or functions are included. This includes systems, services, and
 380 fixtures within the buildings, as well as attachments such as porches, stairs, fire escapes, canopies,
 381 areaways, lighting fixtures, flagpoles, sound equipment, security cameras, lifts and riggings, curtains and
 382 staging and all other such units that serve the building.

383 b) Plumbing systems, lighting systems, sound systems, surveillance systems, passenger and
 384 freight elevators, escalators, built-in casework, walk-in coolers and freezers, fixed shelving and other
 385 fixed equipment are included as part of the building if it is owned. Communications antennas and/or
 386 towers are not included because they are treated as part of the equipment unit.

387 (3) Improvements Other Than Buildings. Improvements other than buildings have a limited useful
 388 life. Examples of the Civil City assets in this category are parking areas, drives, fencing, pools, fountains,
 389 underground sprinkler systems, decorative street lighting and other similar items. Examples of the City
 390 Utilities assets are water supply mains, collection sewers, wells, fences, intake pipes, manholes, and fire
 391 hydrants.

392 (4) Furnishings and Equipment. The furnishings and equipment asset class is used to account for
 393 moveable items. Included within this category are office equipment, office furniture, appliances,
 394 furnishings, machinery items, maintenance equipment, communication equipment, police, fire, laboratory
 395 equipment, vehicles, road equipment, aircraft, emergency equipment, earth moving equipment, text
 396 equipment, civil defense equipment, law enforcement equipment, and data processing equipment. Supplies
 397 are excluded.

398 (5) Infrastructure. Infrastructure assets are long-lived capital assets that normally are stationary in
 399 nature and can be preserved for a significantly greater number of years than most capital assets and that
 400 are normally stationary in nature. Examples include roads, streetlights, traffic signals, drainage systems,
 401 and water lines. Infrastructure assets do not include buildings, drives, parking lots or any other examples
 402 given above that are incidental to property or access to the property described above.

403 (6) Construction in Progress. Construction, or development, in progress is a special class of
 404 capital assets that are still in the process of construction (tangible) or development (intangible).
 405 Depreciation does not begin until the capital assets are substantially ready to be placed in service.

409 (7) Other Capital Assets. This is a separate category for capital assets that do not fit into any of the
 410 major asset classes listed above.

411 (n) Threshold Levels for Capital Assets. The following schedule will be used for capitalization and
 412 depreciation of the City's capital assets. Amounts are based on governmental entities with revenues
 413 exceeding \$100 million.

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 415

Capitalize/Depreciate	
Capitalize/Depreciate	
Land	Capitalize only
Land Improvements	\$50,000
Buildings	\$100,000
Building Improvements	\$100,000
Construction in Progress	Capitalize only
Machinery and Equipment	\$5,000
Vehicles	\$5,000
City Utility Assets	\$5,000
Computer Software	\$5,000
Infrastructure	\$3,000,000

416
 417 (o) Valuation of Capital Assets.

418 (1) Capital assets should be recorded at historical cost and should include the cost of freight, site
 419 preparation, architect and engineering fees and other costs as applicable. If a method other than cash is
 420 used to pay for the asset, then the fair market value of the non-cash payment or consideration determines
 421 the asset's cost or acquisition value. When the value of the consideration paid cannot be determined, the
 422 asset's fair market value determines its cost.

423 (2) With a few exceptions, an asset's cost should also include necessary costs incurred to place the
 424 asset in service. Costs include the invoice price plus incidental costs (insurance during transit, freight,
 425 capitalized interest, duties, title search, registration fees and installation costs). Exceptions to the rule
 426 include interest expenses associated with deferred payments and real estate taxes paid, if any, in the
 427 acquisition of property.

428 (p) Depreciation Method and Salvage Value.

429 (1) Depreciation is the process of allocating the cost of tangible property over a period of time,
 430 rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of the asset's
 431 life, the sum of the amounts charged for depreciation in each accounting period (accumulated
 432 depreciation) will equal original cost less salvage value. The City depreciates its capital assets by using
 433 the Straight line Method. Under this method, the basis of the asset is written off evenly over the useful
 434 life of the asset. The same amount of the depreciation is taken each year. Depreciation is calculated at the
 435 end of each fiscal year.

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439 (2) The salvage value of an asset is the value it is expected to have when it is no longer useful for its
 440 intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the
 441 end of its useful life. The City determines salvage value on an asset-by-asset basis.

442 (q) Estimated Useful Lives of City Assets. The following assets accounted for under the Capital
 443 Asset Policy will be depreciated using the straight-line method of depreciation. A gain or loss on
 444 disposal will be reported. The most common useful lives are as follows:

445 (1) City Civil.

446 a) Vehicles – 5 years.

447 b) Police Vehicles – 4 years.

448 e) Office Equipment – 5 years.

449 d) Office Furniture – 20 years.

450 e) Heavy Equipment – 10 years.

451 f) Fire Trucks – 15 years.

452 g) Ambulances – 10 years.

453 h) Buildings – 50 years.

454 i) Building Components (HVAC systems, roofing) – 20 years.

455 j) Leasehold Improvements – useful life of asset or lease term (whichever is shorter).

456 k) Land Improvements – structure (parking lots, athletic courts, swimming pools) – 20 years.

457 l) Land Improvements – groundwork (golf course, athletic fields, landscaping, fencing) – 20
 458 years.

459 l) Outdoor Equipment – (playground equipment, radio towers) – 15 years.

460 m) Grounds Equipment – (mowers, tractors, attachments) – 15 years.

461 n) Computer Software – 5 years.

462 o) Security Cameras – 10 years.

463 p) Stage Lighting – 5 years.

464 q) Mobile Stage Trailer – 10 years.

465 r) Rigging and Lifts – 10 years.

466 s) Sound Equipment for Palladium – 10 years.

467 (2) City Utility

468 Water.

469 a) Buildings and Improvements – 50 years.

470 b) Transmission and Distribution Mains – 50 to 75 years.

471 e) Meters/Meter Installation – 25 to 30 years.

472 d) Pumping Equipment – 50 years.

473 e) Water Treatment Equipment – 50 years.

474 f) Elevated Storage – 75 years.

475 g) Office Equipment – 5 years.

476 h) Machinery – 5 to 40 years.

477 i) Hydrants – 50 to 75 years.

478 j) Well Equipment – 15 to 20 years.

479 k) Wells – 50 to 100 years.

480 l) Communications Equipment – 10 years.

481 m) GPS – 100 years.

482 n) Clearwell – 100 years.

483 (3) City Utility

484 Sewer.

485 a) Buildings and Improvements – 50 years.

486 b) Sewer Lines – 50 years.

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- 489 e) ~~Lift Station – 50 years.~~
- 490 d) ~~Treatment Plant Equipment – 10 years.~~
- 491 e) ~~Office Equipment – 5 years.~~
- 492 f) ~~Machinery – 6-20 years.~~
- 493 g) ~~Vehicles – 5 years.~~
- 494 h) ~~HVAC Systems – 25 years.~~
- 495 i) ~~GPS – 100 years.~~
- 496 j) ~~Computer Software – 5 years.~~
- 497 (4) ~~Infrastructure. The following is the list of networks and their useful lives:~~
- 498 a) ~~Roads/Streets Network.~~
- 499 ~~Subsystems: Types of Roads/Streets, Curbs, and Sidewalks – 45 years.~~
- 500 b) ~~Traffic Components Network.~~
- 501 ~~Subsystems: Traffic Signals – 35~~
- 502 ~~years. Street lights – 25 years.~~
- 503 e) ~~Drainage Systems Network – 50 years.~~
- 504 (r) ~~Capital Leases.~~
- 505 (1) ~~Leased equipment should be capitalized if the lease agreement meets any one of the~~
- 506 ~~following criteria:~~
- 507 a) ~~The lease transfers ownership of the property to the lessee by the end of the lease term.~~
- 508 b) ~~The lease contains a bargain purchase option.~~
- 509 e) ~~The lease term is equal to 75% of the estimated economic life of the leased property (and the~~
- 510 ~~lease is non-cancellable during that time).~~
- 511 d) ~~The present value of the minimum lease payments at the inception of the lease (excluding~~
- 512 ~~executory costs) equals at least 90% of the fair value of the leased property.~~
- 513 (2) ~~Leases that do not meet any of the above criteria are considered operating leases.~~
- 514 (s) ~~Assets not Capitalized.~~
- 515 (1) ~~Assets less than \$5,000 are expensed in the year of acquisition. Assets greater than \$1,000 are~~
- 516 ~~recorded in the General Ledger.~~
- 517 (2) ~~Exceptions are:~~
- 518 a) ~~Items costing less than the above limits which are permanently installed as a part of the cost of~~
- 519 ~~original construction or installation of a larger building or equipment unit will be included in the cost~~
- 520 ~~of the larger unit;~~
- 521 b) ~~Modular equipment added subsequent to original equipment construction of a larger building or~~
- 522 ~~equipment unit which may be put together to form larger units costing more than the prescribed limits will~~
- 523 ~~be charged to capital assets even though the cost of individual items is less than such units; and~~
- 524 e) ~~Cabinets, shelving, bookcases, and similar items, added subsequent to original construction,~~
- 525 ~~which are custom made for a specific place and adaptable elsewhere, will be capitalized.~~
- 526 (t) ~~Capital Assets Purchased with Grant Funds. When Federal Grant Funds are used to purchase capital~~
- 527 ~~assets, compliance with the applicable Subparts of Part 200 – Uniform Administrative Requirements, Cost~~
- 528 ~~Principles, and Audit Requirements for Federal Awards in the Code of Federal Regulations is required.~~
- 529 ~~All grant types typically have requirements specified in the Grant Award Letter with which the City must~~
- 530 ~~comply.~~
- 531 (u) ~~Asset Acquisition, Transfer and Disposal. City assets may be acquired or disposed of using~~
- 532 ~~various methods, as described in supplemental City documentation and forms. The following~~
- 533 ~~procedure must be observed for all acquisitions, transfers and disposals of assets: complete the~~
- 534 ~~requisite forms, obtain the signature of the Department Director and forward the completed~~
- 535 ~~documentation to the Fiscal Office for recording purposes.~~
- 536 Ordinance D-2740-24
- 537 Page Twelve of Fourteen

538 ~~(v) Reporting of Fraud. Any city employee who suspects the misappropriation of capital assets~~
539 ~~should follow the applicable requirements outlined in Ordinance No. D 2286-16. This Ordinance~~
540 ~~establishes a policy on materiality and the process for reporting material variances.~~

541 ~~(Ord. D 1680-04, 3-1-04; Ord. D 2067-11, 11-7-11; Ord. 2191-14, As Amended, 11-3-14; Ord. D 2451-~~
542 ~~18, § 2, 2-4-18)~~

543 **~~§ 2-14 Advance Payments for Goods and Services.~~**

544
545 ~~(d) Advance payments for goods or services before the goods are delivered or services are~~
546 ~~completed are hereby authorized.~~

547 ~~(e) Advance payments for goods and services may not exceed the lesser of the following:~~

548 ~~(1) Fifty percent of the entire cost of the contract.~~

549 ~~(2) Two million dollars.~~

550 ~~(f) The City's fiscal officer or the fiscal officer's designee must do all of the following when advance~~
551 ~~payments are made:~~

552 ~~(1) Track prepayments by defining the prepayment on a purchase order.~~

553 ~~(2) Create a prepayment invoice that is associated with the purchase order.~~

554 ~~(3) Require insurance or a surety bond in the amount of the prepayment if the amount of the~~
555 ~~prepayment is more than \$150,000.~~

556
557 Section 3. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance
558 are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such
559 repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any other
560 ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the
561 effective date of this Ordinance. Those rights, liabilities and proceedings are continued and penalties shall be
562 imposed and enforced under such repealed or amended ordinance as if this Ordinance had not been adopted.

563
564 Section 4. If any portion of this Ordinance is for any reason declared to be invalid by a court of
565 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance
566 so long as enforcement of same can be given the same effect.

567
568 Section 5. The remaining portions of Carmel City Code Sections 2-3, 2-6, 2-10, 2-11, 2-12, 2-13
569 and 2-14 are not affected by this Ordinance upon its passage.

570
571 Section 6. This Ordinance shall be in full force and effect from and after the date of its passage
572 and signing by the Mayor and such publication as required by law.

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PASSED by the Common Council of the City of Carmel, Indiana, this _____ day of _____, 2024, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL 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 Quinn, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of _____ 2024, at _____ .M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2024, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

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ORDINANCE NO. D-2741-24

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 2, ARTICLE 6, SECTIONS 2-301, 2-302 AND 2-303,
OF THE CARMEL CITY CODE.**

Synopsis: Ordinance amending budget procedures of the City of Carmel.

WHEREAS, the City of Carmel (“City”), pursuant to Indiana Code § 36-4-7-6, is required to formulate a budget estimate for the ensuing year; and

WHEREAS, the City has previously established budget procedures, such being codified, in part, under Carmel City Code §§ 2-301, 2-302, and 2-303; and

WHEREAS, the Common Council of the City now finds that in the interests of fiscal responsibility this procedure should be amended.

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

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

Section 2. The following subsections of Carmel City Code Sections 2-301, 2-302, and 2-303 are hereby amended, and shall read as follows:

“§ 2-301 Transfer of Funds.

(a) *Common Council Approved Transfers.* The Common Council may transfer money from one major budget classification to another within a City department or **office of an elected official component of government** and may transfer appropriated funds between line items within major budget classifications within a City department of office of an elected official when the transfer between line items would cause the Maximum Approved Transfer Amount (as defined in subsection (b)(1)) to be exceeded and if:

- (1) It determines that the transfer is necessary;
- (2) The transfer does not require the expenditure of more money than the total amount set out in the budget as finally determined pursuant to *I.C.*, 6-1.1 *et seq.*;
- (3) The transfer is made at a regular public meeting and by proper resolution; and
- (4) The transfer is certified to the county auditor when the transfer is between major budget classifications.

(b) **Department** *Controller Approved Transfers.*

(1) **The Controller may transfer appropriated funds between line items within a major budget classification for all City departments, the Office of the Mayor, the Clerk, and the City Judge may transfer appropriated funds between line items within major budget classifications** without the approval of the Common Council (“**Department Controller Approved Transfers**”), **provided, however, that such transfers may not exceed the Maximum Approved Transfer Amount. The term “Maximum Approved**

47

48 ~~Transfer Amount” shall mean no more than \$25,000 per occurrence and no more than \$50,000 per~~
49 ~~receiving line item, per calendar year, except that no Maximum Approved Transfer Amount shall apply~~
50 ~~to personnel costs and expenses.~~

51 (2) ~~Department~~ Controller Approved Transfers may be made without notice and without the approval
52 of the State Board of Tax Commissioners.

53 (3) The Controller shall report any single transfer of \$50,000 or more to the Common Council at
54 the end of each month.

55 ~~(3)Written notice of Department Approved Transfers shall be provided to the Office of the~~
56 ~~Controller.~~

57 ~~(e)Emergencies. When there exists, under emergency conditions, a threat to public health, welfare,~~
58 ~~or safety, the Maximum Approved Transfer Amount may be exceeded and ratified at the next~~
59 ~~meeting of the Common Council following the emergency.~~
60

61 § 2-302 Chart of Accounts and Budget Forms.

62 (a) The Controller shall adopt a Chart of Accounts in compliance with the State Board of Accounts and
63 Department of Local Government Finance and shall submit a copy of any changes at least annually to
64 the Common Council. ~~Common Council has adopted a Chart of Accounts, budget forms and report~~
65 ~~(Exhibits A, B, C, D, and E, attached to Ordinance D-1005). The Council requires all departments,~~
66 ~~Carmel/Clay Board of Parks and Recreation, and all elected officials to shall use the Chart of Accounts~~
67 ~~and budget forms as adopted in the preparation of budget estimates. The budget and any forms shall be~~
68 ~~formulated in accordance with IC 36-4-7. The Council authorizes the Controller to administer the Chart of~~
69 ~~Accounts as he finds it necessary in order to assure continuity and consistency of the budget process among~~
70 ~~all departments and elected officials. The Council further declares that the Chart of Accounts or budget~~
71 ~~forms may not be changed or altered. Nonposting accounts as stated in the Chart of Accounts shall not be~~
72 ~~used by any department or elected official in the preparation of the budget but shall abide by the point~~
73 ~~system and budget category line items as established in the Chart of Accounts.~~
74

75 (b) The Controller shall adopt budget forms to be used in the preparation of the budget. All departments,
76 Carmel/Clay Board of Parks and Recreation and all elected officials shall use the Chart of Accounts and
77 budget forms as adopted in the preparation of budget estimates. The budget and any forms shall be
78 formulated in accordance with IC 36-4-7. ~~Any and all additions or alterations of the Chart of Accounts, budget~~
79 ~~forms and report must be petitioned by ordinance through the Council and must receive a favorable~~
80 ~~recommendation from the fiscal officer.~~
81

82 (c) The Utility Department is exempt from the provisions of this section.”
83

84 § 2-303 Encumbrances.

85
86 (a) **Written contractual obligations.** Components of government may only encumber funds
87 with a written contractual obligation from one budget year to the next with approval of the
88 Controller, with the exception of the below limited exceptions.

89
90 Ordinance D-2741-24

91 Page Two of Four Pages
92
93

94 (b) **Absence of written contractual obligations.** All City departments, the office of the Mayor,
 95 Clerk, Common Council, and City Judge may encumber funds in the absence of a written
 96 contractual obligation from one budget year to a subsequent budget year, only in conformance with
 97 this section.

98
 99 (1) In the event that a department seeks to carry forward such an encumbrance to a subsequent
 100 budget year, that department must submit a request to the Controller justifying the encumbrance.
 101 The Controller shall provide a summary memorandum to the Common Council, prior to the adoption
 102 of the City budget by the Common Council final Common Council meeting of the year, listing any
 103 such encumbrance.
 104

105 (2) The failure to provide such a memorandum will result in the automatic cancellation of such
 106 encumbrance and the automatic return of the encumbered funds to their originating fund on the first
 107 day of the following subsequent budget year;

108 (3) The only exception will be invoices which remain in "dispute" or "inquiry" status, or invoices
 109 received after the last annual Council meeting; and,

110 (4) Any encumbrances specified in such a memorandum shall, subject to any modifications or
 111 conditions adopted by the Common Council through a resolution, automatically be renewed in the
 112 subsequent budget year.

113 (c) All capital fund projects (Cum Cap Development, Cum Cap Improvement, and Cum Cap Sewer) as
 114 well as Local Road and Street Fund projects that have been encumbered may not be used for any project
 115 or purpose different than from that established by the original encumbrance, and such project or purpose
 116 must proceed in the budget year in which the funds are encumbered. If it is deemed necessary to change
 117 the scope of the encumbrance, a resolution must be presented to and approved by the Common Council.
 118 This resolution shall list the detailed justification for the change request.”
 119

120 Section 6. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance
 121 are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such
 122 repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any other
 123 ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the
 124 effective date of this Ordinance. Those rights, liabilities and proceedings are continued and penalties shall be
 125 imposed and enforced under such repealed or amended ordinance as if this Ordinance had not been adopted.
 126

127 Section 7. If any portion of this Ordinance is for any reason declared to be invalid by a court of
 128 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance
 129 so long as enforcement of same can be given the same effect.
 130

131 Section 8. The remaining portions of Carmel City Code Sections 2-301, 2-302, and 2-303 are not
 132 affected by this Ordinance upon its passage.
 133

134 Section 9. This Ordinance shall be in full force and effect from and after the date of its passage
 135 and signing by the Mayor and such publication as required by law.
 136
 137
 138
 139
 140

143 **PASSED** by the Common Council of the City of Carmel, Indiana, this _____ day of _____,
144 2024, by a vote of _____ ayes and _____ nays.

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

148 _____
149 Anthony Green, President

Adam Aasen, Vice-President

151 _____
152 Rich Taylor

Matt Snyder

154 _____
155 Jeff Worrell

Teresa Ayers

157 _____
158 Shannon Minnaar

Ryan Locke

160 _____
161 Anita Joshi

162 ATTEST:

164 _____
165 _____
166 Jacob Quinn, Clerk

167 Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of
168 _____ 2024, at _____ .M.

171 _____
172 Jacob Quinn, Clerk

173 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
174 _____ 2024, at _____ .M.

177 _____
178 _____
179 Sue Finkam, Mayor

180 ATTEST:

181 _____
182 _____
183 _____
184 _____
185 Jacob Quinn, Clerk

This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on 9/19/2024 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

AMENDED PETITION:

ALLEY/STREET VACATION PETITION

OR

ORDER TO REMOVE OBSTRUCTIONS

CARMEL CITY CLERK

OCT 23 2024

TIME: 3:57 PM

TO: **THE CITY OF CARMEL BOARD OF PUBIC WORKS and
THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**

The undersigned, **Carmel Library Associates, LLC**, (“Carmel Library”) owner of real estate commonly known as 40 EAST MAIN STREET, CARMEL, INDIANA 46032 which property is more particularly described in Instrument No. 2010015093 (the “Carmel Library Property”).

THE REQUEST:

The Carmel Library Property adjoins an alley described herein, and Carmel Library respectfully petitions the Board of Public Works for a positive recommendation to the Common Council of the City of Carmel for the passage of an ordinance providing for the vacation of; **or in the alternative**, an Order from the Board of Public Works directing the removal of obstructions in:

That portion of the east west un-platted alley 10’ in width adjoining the north boundary of the Carmel Library Property and adjoining the south boundary of the real estate described as Common Area 1 in the plat recorded on 6/1/2023 as 2023-19784 formerly owned by Lot One Partners, LLC, (the “North Owner”) (the “North Owner Property”), which is 58.55 feet, more or less, in length measured from the north west corner of the Carmel Library Property and the south west corner of the North Owner Property, to the west right of way line of 1st Ave. NE, Carmel, Indiana, which is depicted in the survey marked as Exhibit “A” attached hereto (the “Alley”).

At the petition of the Carmel Redevelopment Commission, the Common Council of the City of Carmel passed Ordinance D-2525-20 May 18, 2020 to vacate 2 alleys within the Lot One redevelopment project, which was the west to south outlet to the Alley. Carmel Library is unable to discern if the portion of the original east west which adjoined the west terminus of the Alley was actually vacated due to notice requirements mandated by Indiana Code. Regardless, the construction of buildings to the west of the Alley by the North Owner resulted in the elimination of Alley access west of the Carmel Library Property.

The Alley now only benefits Carmel Library’s Property and the North Owner’s Property.

REASONS FOR REQUEST:

North Owner has intentionally placed a permanent 5” x 12” x 30’4” concrete curb in the Alley (“Obstruction”) which encroaches in and obstructs the Alley by three (3) feet rendering Alley impassible for its prior and intended use and motor vehicles. Per North Owner’s development plans referenced in its variance request (which is more fully described below) the Obstruction may or must be further enlarged with

a permanent vertical metal railing and grade changes. See page 19 of North Owner's "Information Booklet" presented to the Carmel Plan Commission for the April 18, 2023 meeting (said meeting more fully presented below) marked as Exhibit "B" attached hereto (full page and enlargement of applicable area).

Carmel Library's Property is improved with an original Carnegie Library (the "Building") constructed circa 1913 and which served as Carmel's first public library and meeting house, Carmel's City Hall, and since 1995, the home of Woody's Library Restaurant. The front façade of the Building faces Main Street to the south. The rear patron and service/delivery entrance as well as parking for the Property is located on the north side of the Building adjoining the Alley.

Access to Carmel Library's Property's parking and the Building's deliveries is provided by the Alley. The Alley and configuration of parking and back entrances are depicted in the aerial photography on the Hamilton County, Indiana, GIS portal. Exhibit "C" attached to this petition contains historic photography from 1996, 2021, 2022, and 2024 obtained from the GIS portal. The historic photography demonstrates the prior consistent use of the north portion of the Property for parking and deliveries by way of the Alley by the public library, the City of Carmel, and the restaurant. The parking and configuration of parking requiring access to the Alley was acknowledged by the City of Carmel by letter presented by the then Carmel Mayor, Ted Johnson, dated June 7, 1995, prior to the sale of the Carmel Library Property by the City of Carmel. A copy of the mayor's letter is attached hereto as Exhibit "D".

Carmel Library first learned of North Owner's intent to install the Obstructions in the Alley when it investigated the newspaper legal notice of North Owner's requested plat vacation, new primary plat and multiple variance requests scheduled for public hearing by the Carmel Plan Commission ("CPC") on April 18, 2023. Please note that the North Owner's plat vacation, variance requests, and the grant of the same were made long after the North Owner had commenced and completed foundation, sitework, and a substantial portions of the buildings on their property.

In preparation for the CPC meeting, Christine Altman, Carmel Library's Member, reviewed construction plan sheets as they pertained to the Property and discussed concerns about apparent planned Obstructions in the Alley with Carmel Planning staff before the CPC meeting. Altman attended the CPC meeting of April 18, 2023, (the "April CPC Meeting") and on behalf of Carmel Library and on the record stated objections to the failure of the North Owner to provide notice to Carmel Library of any proceedings concerning the North Owner's Property and Development and specifically voiced objection to and concern about the apparent intent of the North Owner to place permanent Obstructions in the Alley. Altman noted and explained that the Obstructions would eliminate the Alley access to the north side of Carmel Library's Property and render the Alley impassable to vehicular traffic unless vehicles trespassed on Carmel Library's Property.

Although the Alley was not a subject of the North Owner's petition heard at the April CPC Meeting, CPC discussed Carmel Library's concerns about the Alley, with one member clarifying that the Alley could not be unilaterally affected by the City of Carmel but rather could be vacated.

After the April CRC Meeting, Carmel Library and its legal counsel continued to object to the intended Obstructions directly to both the North Owner and City of Carmel staff.

Notwithstanding the known damage to Carmel Library's Property and the clearly stated objections by Carmel Library, the North Owner, without notice to Carmel Library, installed the obstructions.

In response to Carmel Library's demand for the removal of the Obstruction, North Owner's legal counsel supplied to Carmel Library's legal counsel a copy of a "consent to encroach". The consent to encroach was issued without notice to Carmel Library by the Carmel Board of Public Works December 8, 2022 and was represented by the North Owner as the North Owner's authority to encroach into the Alley. A copy of the December 8, 2022 consent to encroach and related correspondence ("Consent 1") is attached hereto as Exhibit "E". Neither the Alley nor the Obstruction are noted in the North Owner's petition for Consent 1.

Carmel Library investigated Consent 1 and learned from Carmel Engineering that North Owner, after learning of Carmel Library's April 2023 objections to the Obstructions at the CPC Meeting, presented a second request dated June 27, 2023, (again without notice to Carmel Library) to the Carmel Board of Public Works directly specifying the Alley. A copy of the North Owner's second application to encroach ("Consent Request 2") is attached hereto as Exhibit "F". Carmel Library has not been able to locate any approval of Consent Request 2 by the Board of Public Works and has asked Carmel Engineering to provide a copy of any additional approved request.

Carmel Library would note that the Indiana statutory authority conferred upon Municipal Boards of Public Works does not grant Municipal Boards of Public Works the authority to encroach or to allow the encroachment in alleys as requested by North Owner.

Carmel Library would also note that it did not receive notice or the right to object required by Indiana statute to the vacation of the alleys west and south of the Alley.

Carmel Library would further note that at the April CPC Meeting of 2023, the North Owner's legal counsel, was directly informed that the address listed for real estate tax billings was the address of the tenant of Carmel Library, and was not the address of Carmel Library. As required by law the address of Carmel Library has been and continued to be depicted in the records of the Indiana Secretary of State, easily accessible on the website of the Indiana Secretary of State. Petitioner has now learned that between the time that Petitioner submitted its draft petition to the City of Carmel's Engineering Department for review and comment on or about July 15, 2024 and the filing of the initial Petition on August 20, 2024, the North Owner transferred the North Owner Property by Warranty Deed dated July 26, 2024 to Lot One Owners Association, LLC, whose principal office, registered agent, and governing person are identical to the North Owner.

Petitioner's and Abutting Property Owner's Name and Addresses:

SEND NOTICE TO:

Petitioner/South adjainer:

Carmel Library Associates, LLC
1769 East 106th St
Carmel, IN 46032
Atten: Christine Crull Altman

North Property Owner/North adjainer:

Lot One ~~Partners~~ Owners Association, LLC
10 W Carmel Dr, Suite 100
Carmel, IN, 46032
Atten: Jonathan Goodburn

Corporation Service Company
135 North Pennsylvania Street
Indianapolis, IN 46204

Respectfully submitted this 23rd day of October 2024.

Carmel Library Associates, LLC

By: 
Christine Crull Altman, Member

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. Christine Crull Altman



20 ft



Hamilton County Map Viewer

Search result

40 E Main St Carmel IN 46032

157,740.00

16-10-30-09-05-022,000
10 E Main St

16-10-30-09-05-024,000
41 N Rangeline Rd

16-10-30-09-05-025,000
41 N Rangeline Rd

16-10-30-09-05-020,000
40 E Main St

16-10-30-09-05-019,000
110 E Main St

EXHIBIT C
No of Pages 4

This project was Hamilton County and the City of Noblesville. The aerial photography was acquired by ... Powered by Esri

Selected features: 0

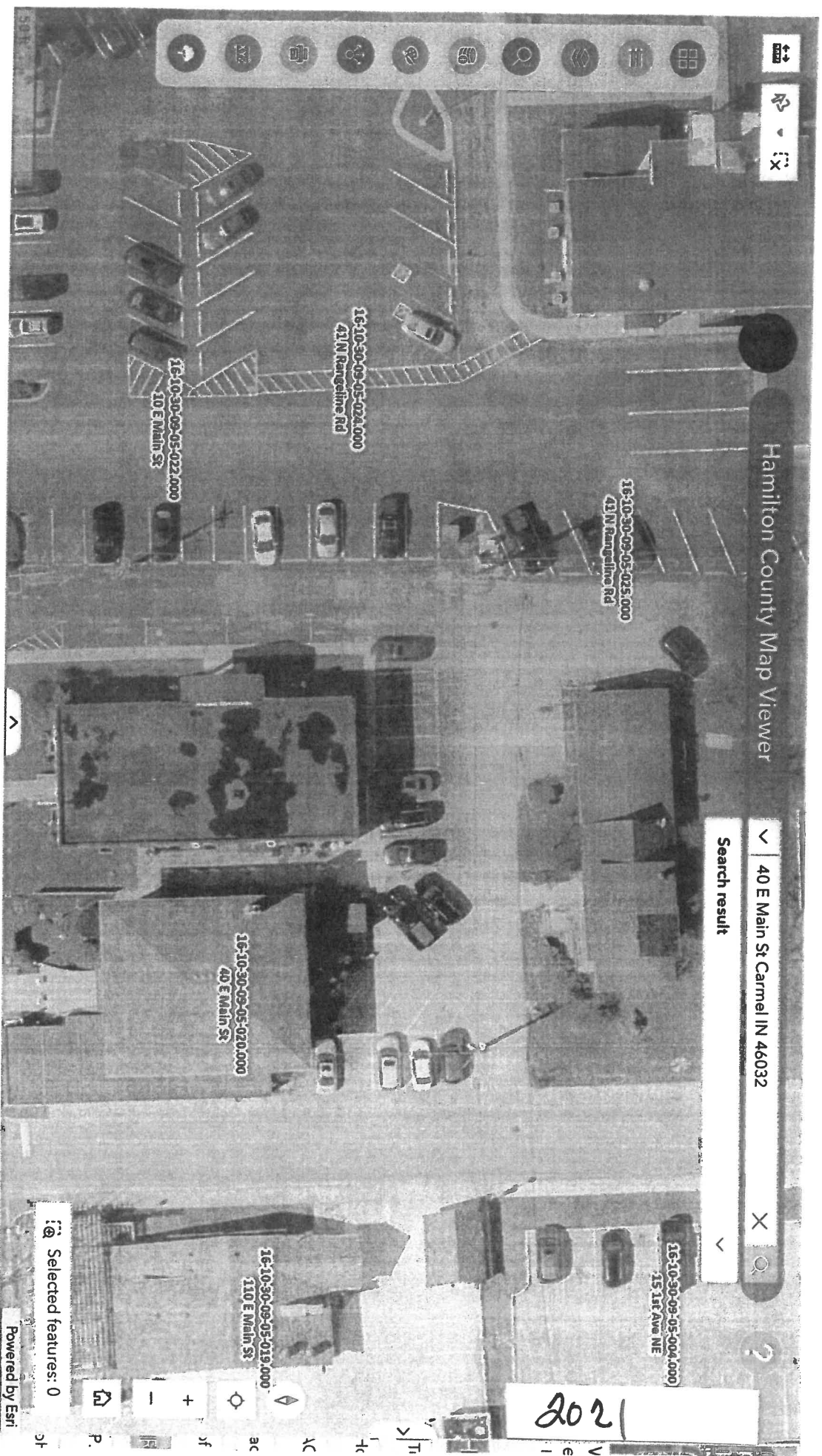


1996



Hamilton County Map Viewer

40 E Main St Carmel IN 46032
Search result



16-10-30-09-05-022,000
411 N Rangefline Rd

16-10-30-09-05-025,000
411 N Rangefline Rd

16-10-30-09-05-022,000
10 E Main St

16-10-30-09-05-020,000
40 E Main St

16-10-30-09-05-019,000
110 E Main St

16-10-30-09-05-004,000
115 1st Ave NE

2021

Selected features: 0

Powered by Esri





Hamilton County Map Viewer

Search result

> 40 E Main St Carmel IN 46032

1st Ave NE

2022

16-10-30-09-05-025.000
41 N Rangeline Rd

16-10-30-09-05-024.000
41 N Rangeline Rd

16-10-30-09-05-022.000
10 E Main St

16-10-30-09-05-020.000
40 E Main St

16-10-30-09-05-019.000
210 E Main St

Selected features: 0

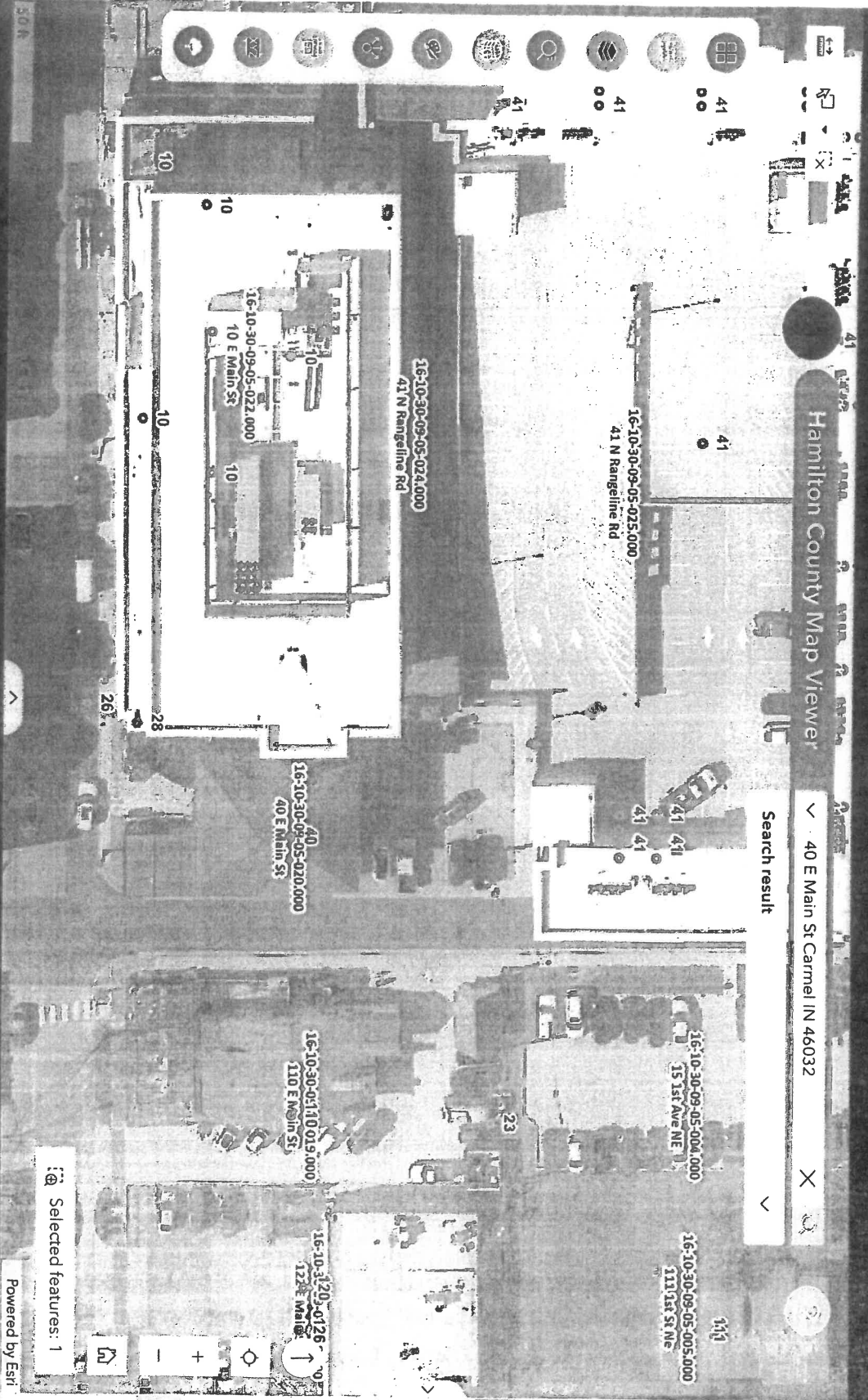
Powered by Esri



Hamilton County Map Viewer

40 E Main St Carmel IN 46032

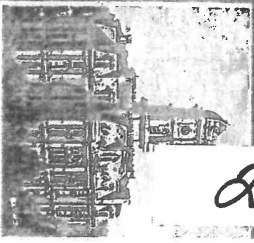
Search result



Selected features: 1

Powered by Esri

2024



Welcome to Hamilton County, Indiana

Help

Video Tutorial

Print How-To

FAQs

Contact GIS

Terms of Service

Park Finder

GeoHub



City of Carmel

Post-It [®] Fax Note	7671	Date	6/12	# of pages	1
To	Jon Altman	From	Phyllis		
Co./Dept.		Co.			
Phone #		Phone #	571-2402		
Fax #	254-2307	Fax #	844 3498		

June 7, 1995

Mr. Jon Altman
Stamp-Altman Associates, Inc.
712 East 64th Street
Indianapolis, IN 46220

Dear Jon:

This letter will confirm our conversations regarding the old Carmel Library building.

I have visited the site and find ten parking spaces available for tenants to park. There are eight located on the diagonal to the east of the blacktop and two directly behind the shed located at the west end of the building. These, of course, are the same ones that were available to the City when we occupied the property.

I also want to further state to you that the City has no interest in speaking against any variance that you would present with regard to parking since we used that building for a number of years in a similar manner and it would be presumptuous of us to require others to do what we wouldn't.

We will look forward to the closing.

Respectfully,
CITY OF CARMEL

Ted Johnson
Mayor

TJ/pm

EXHIBIT D
No of Pages 1



11/22/2022

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Request for Variance (Footings and foundation) at 41 N Rangeline Rd

Dear Board Members:

Lot One Partners LLC, owner of the property with the common address 41 N Rangeline Rd, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Footings and foundation within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Kashman", written over a white background.

Jeremy Kashman, PE
City Engineer



11/22/2022

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Consent to Encroach (Footings and foundation) at 41 N Rangeline Rd

Dear Board Members:

A Consent to Encroach document signed by Lot One Partners LLC, owners of the property with the common address 41 N Rangeline Rd, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 12/07/2022 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Lot One Partners LLC, 41 N Rangeline Rd, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple certain real estate which is located within the corporate limits of the City of Carmel, Indiana and is more particularly described in Exhibit A (the "Real Estate"), attached hereto and incorporated herein by this reference; and

WHEREAS, the current Owner wishes to install Footings and foundation on the Real Estate (the "Encroachment") which will encroach into those segments of 1st Street NE, N Rangeline Road, E Main Street (the "Right of Way") which are contiguous to the Real Estate and which are identified on the drawing attached hereto and incorporated herein by reference as Exhibit B (the "Drawing"), in the manner and locations shown on the Drawing; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.

4. Owner agrees that City shall have the right to remove any portion of the Encroachment as City deems necessary, in City's sole discretion and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Encroachment, the Real Estate, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach within the Right of Way, as provided in this instrument, regards the City's Right of Way interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Right of
6. Owner agrees and acknowledges that the Encroachment, as provided in this instrument, does not violate any covenants and restrictions applicable to the Encroachment
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners and that, if such problems arise, the City, in its sole discretion, may itself remove or may notify Owner who shall then immediately remove, all or any portion of the Encroachment as is necessary to correct such problems, at Owner's sole cost and expense.
8. Owner agrees that the water flow from the Encroachment shall be directed away from all street travel lanes and that water from the Encroachment shall not be permitted to spray onto, traverse or otherwise come into contact with any travel lanes or paved areas of any street or street intersection.
9. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance or operation of the Encroachment.
10. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any Encroachment.
11. Owner agrees not to alter the ground surface elevation within the limits of the Right of Way at any time.
12. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right of Way and any improvements located therein caused by the installation, construction, maintenance and or operation of the Encroachment.
13. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, (i) from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury, death or property damage occurring during the initial installation and during any subsequent use, maintenance or repair of the Encroachment and (ii) for any failure of proper disclosure pursuant to Paragraph 18 hereof.
14. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
15. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.

- 16. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
- 17. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Real Estate on and after the effective date of this Agreement.

"OWNER"

PROPERTY OWNER

Michael Jones
 Printed Name
[Signature]
 Signature
 Date: 11/21/2022

PROPERTY OWNER

Printed Name

Signature

Date:

STATE OF INDIANA)

SS:)

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Michael Jones
 by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or
 her voluntary act and deed.
 Witness my hand and Notarial Seal this 21st day of November, 2022

My Commission Expires:

June 12, 2024

Judy L. Knafel
 NOTARY PUBLIC

Judy L. Knafel

Printed Name

My County of Residence: Hamilton

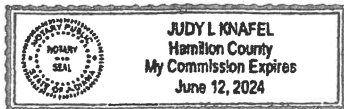


Exhibit A

VICINI
CARMEL
(NOT TLEGAL DESCRIPTION (COMMITMENT NO. 102100088 REVISION A)

TRACT I:

Lots 1, 2, and 3 in the Original Plat of the Town of Bethlehem, now City of Carmel, recorded in Deed Record E, page 512, in the Office of the Recorder of Hamilton County, Indiana.

Also: A part of Lot No. 4 in the Original Plat of Carmel, as follows: Begin at the northwest corner of said Lot, run thence east 85 feet, thence south 88 feet, thence west 85 feet, thence north 88 feet, to the place of beginning, in Hamilton County, Indiana.

Except: A part of Lot Four of the Original Plat of Carmel, recorded in Plat Book E, page 512 in the Office of the Hamilton County Recorder, Hamilton County, Indiana and more particularly described as follows: Commencing at the Southwest Corner of Lot Four of the Original Plat of Carmel; thence East along the South line of said Lot Four 20 feet to the East edge of an existing landscaped area and the Point of Beginning; thence North along the East edge of said landscaped area 24 feet; thence East 19.33 feet; thence South 24 feet to the South line of said Lot Four, thence West along said Lot line 19.33 feet to the Point of Beginning and containing 463.92 square feet more or less.

Also: Begin at the Southeast corner of Lot 4 in the Original Plat of Carmel, run thence West 80 feet, thence North 66 feet, thence East 80 feet, thence South 86 feet to the place of beginning, in Hamilton County, Indiana.

Also: Vacated alley set out in Decree Vacating Alley filed September 29, 1970 in Hamilton Circuit Court Cause No. 70-400, which was recorded October 2, 1970 in Miscellaneous Record 121, page 65.

Also, The following described real estate in Hamilton County, State of Indiana, described as follows: A part of the west half of the Northwest Quarter of Section Thirty (30), Township Eighteen (18) North, Range Four (4) East; begin at the northeast corner of Lot Number One (1) in the Original Town of Bethlehem, now City of Carmel, and run East 10 rods; thence South 4 rods; thence West 10 rods, to the southeast corner of said lot number one; thence North 4 rods to the place of beginning, containing .25 of an acre, more or less.

Also, Begin at the northeast corner of Lot No. 2 in the Original Town of Bethlehem, now Carmel, in that part known as the Mills Addition to said Town, and run east 10 rods, thence south 4 rods, thence west 10 rods to the southeast corner of said Lot No. 2, thence north 4 rods to the place of beginning, the same being a part of the West Half of the Northwest Quarter of Section 30, Township 18 North, Range 4 East, adjoining said Town, now City, of Carmel, Hamilton County, Indiana.

Also, That part of the Northwest Quarter of Section 30, Township 18 North, Range 4 East of the Third Principal Meridian, described as follows: Beginning 33 feet North and 208 feet East of the Southwest corner of the Northwest Quarter of said Section and running thence North 132 feet; thence East 77 feet; thence South 132 feet; thence West 77 feet to the place of beginning, in Hamilton County, Indiana.

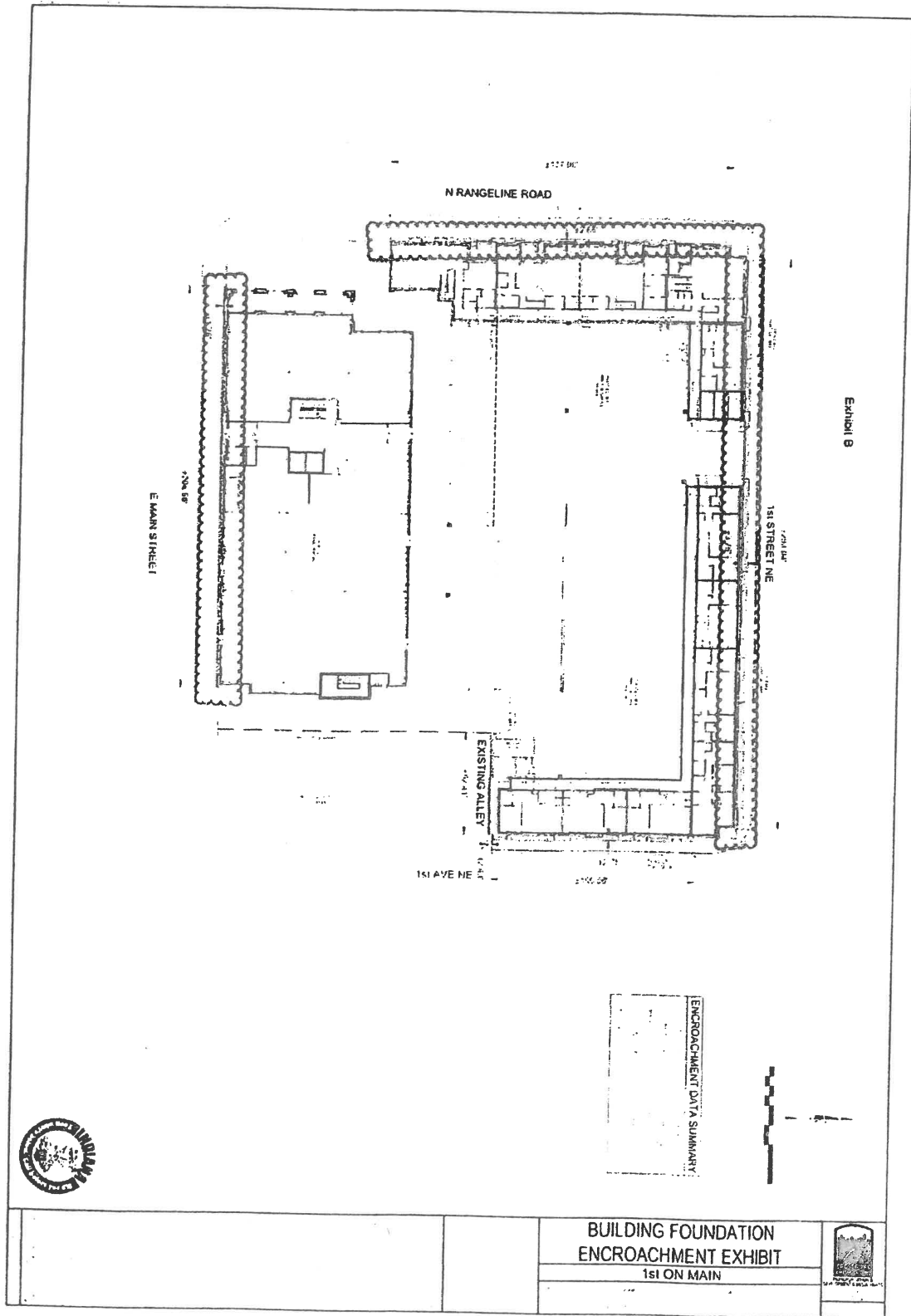
Also, Vacated public alley right-of-way per Ordinance D-2525-20 recorded September 18, 2020 as Instrument No. 2020085000 and described as follows:

Part of an un-platted alley located just east of Lots 3 and 4 of The Town of Bethlehem (Now Carmel), as recorded as plat thereof in Deed Record "E", page 512 in the Office of the Recorder of Hamilton County, Indiana, lying in the Northwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana, being more particularly described by Tyler J. Thompson, LS21400006 of Civil & Environmental Consultants, Inc. on March 26, 2020, as follows:

BEGINNING at the southeast corner of said lot 4; thence North 00 degrees 06 minutes 04 seconds West along the easterly lines of said Lot 4 and Lot 3 and the northerly extension of said easterly line of Lot 3 a distance of 142.00 feet to the southeast corner of Lot 2 of said Town of Bethlehem; thence North 89 degrees 44 minutes 42 seconds East along the southerly line of the real estate conveyed to City of Carmel Redevelopment Commission as recorded in Instrument Number 2017019558 in said Recorder's office a distance of 86.97 feet; thence South 00 degrees 15 minutes 18 seconds East a distance of 10.00 feet to the northeast corner of the real estate conveyed to City of Carmel Redevelopment Commission in Instrument Number 2018046274 in said Recorder's office; the following two courses being along north and west lines of said real estate; (1) thence South 89 degrees 44 minutes 42 seconds West a distance of 77.00 feet; (2) thence South 00 degrees 06 minutes 04 seconds East a distance of 132.00 feet to the north right-of-way line of Main Street; thence South 89 degrees 44 minutes 42 seconds West along said north line a distance of 10.00 feet to the Point of Beginning, containing 0.050 acres of land, more or less.

TRACT II:

A part of Lot Four of the Original Plat of Carmel, recorded in Plat Book E, page 512 in the Office of the Hamilton County Recorder, Hamilton County, Indiana and more particularly described as follows: Commencing at the Southwest Corner of Lot Four of the Original Plat of Carmel; thence East along the South line of said Lot Four 20 feet to the East edge of an existing landscaped area and the Point of Beginning; thence North along the East edge of said landscaped area 24 feet; thence East 19.33 feet; thence South 24 feet to the South line of said Lot Four, thence West along said Lot line 19.33 feet to the Point of Beginning and containing 463.92 square feet more or less.



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Lot One Partners LLC, 41 North Rangeline Road, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple certain real estate which is located within the corporate limits of the City of Carmel, Indiana and is more particularly described in Exhibit A (the "Real Estate"), attached hereto and incorporated herein by this reference; and

WHEREAS, the current Owner wishes to install footings and foundations related to certain improvements on the Real Estate (the "Encroachment") which will encroach into those segments of the east-west public alley situated between East Main Street and 1st Street NE and extending westwardly from 1st Avenue NE (the "Right-of-Way") which is contiguous to the Real Estate and which is identified on the drawing attached hereto and incorporated herein by reference as Exhibit B (the "Drawing"), in the manner and locations shown on the Drawing; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.

3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Encroachment as City deems necessary, in City's sole discretion and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Encroachment, the Real Estate, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach within the Right-of-Way, as provided in this instrument, regards the City's Right-of-Way interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Right-of-Way.
6. Owner agrees and acknowledges that the Encroachment, as provided in this instrument, does not violate any covenants and restrictions applicable to the Encroachment.
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners and that, if such problems arise, the City, in its sole discretion, may itself remove or may notify Owner who shall then immediately remove, all or any portion of the Encroachment as is necessary to correct such problems, at Owner's sole cost and expense.
8. Owner agrees that the water flow from the Encroachment shall be directed away from all street travel lanes and that water from the Encroachment shall not be permitted to spray onto, traverse or otherwise come into contact with any travel lanes or paved areas of any street or street intersection.
9. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance, or operation of the Encroachment.
10. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any Encroachment.
11. Owner agrees not to alter the ground surface elevation within the limits of the Right-of-Way at any time.
12. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right-of-Way and any improvements located

therein caused by the installation, construction, maintenance and/or operation of the Encroachment.

13. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, (i) from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury, death or property damage occurring during the initial installation and during any subsequent use, maintenance or repair of the Encroachment and (ii) for any failure of proper disclosure pursuant to Paragraph 17 hereof.
14. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors, and assigns.
15. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
16. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
17. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Real Estate on and after the effective date of this Agreement.

(The rest of this page is left blank intentionally.)

"OWNER"

PROPERTY OWNER

By: [Signature]
Michael J. Garvey, Manager, Lot One Associates, the
Managing Member of Lot One Partners, LLC

Date: June 27, 2023

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Michael J. Garvey by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his voluntary act and deed.

Witness my hand and Notarial Seal this 27th day of June, 2023.

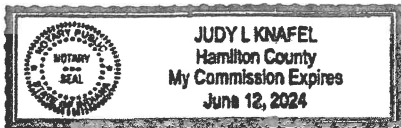
My Commission Expires:

June 12, 2024

[Signature]
NOTARY PUBLIC

Judy L. Knafel
Printed Name

My County of Residence: Hamilton



"CITY"

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer

Date: _____

Lori Watson

Date: _____

Mary Ann Burke

Date: _____

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
) SS
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, LORI WATSON and MARY ANN BURKE, by me known, and my me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolf Gang, Clerk of THE CITY OF CARMEL, who acknowledge the execution of the foregoing "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by (and return recorded instrument to): David A. Adams, Esq., Krieg DeVault LLP, 12800 North Meridian, Suite 300, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. *David A. Adams*

EXHIBIT "A"
Legal Description

TRACT 1:

Lots 1, 2, and 3 in the Original Plat of the Town of Bethlehem, now City of Carmel, recorded in Deed Record E, page 512, in the Office of the Recorder of Hamilton County, Indiana.

Also: A part of Lot No. 4 in the Original Plat of Carmel, as follows: Begin at the northwest corner of said Lot, run thence east 85 feet, thence south 66 feet, thence west 85 feet, thence north 66 feet, to the place of beginning, in Hamilton County, Indiana.

Except: A part of Lot Four of the Original Plat of Carmel, recorded in Plat Book E, page 512 in the Office of the Hamilton County Recorder, Hamilton County, Indiana and more particularly described as follows: Commencing at the Southwest Corner of Lot Four of the Original Plat of Carmel; thence East along the South line of said Lot Four 20 feet to the East edge of an existing landscaped area and the Point of Beginning; thence North along the East edge of said landscaped area 24 feet; thence East 19.33 feet; thence South 24 feet to the South line of said Lot Four, thence West along said Lot line 19.33 feet to the Point of Beginning and containing 463.92 square feet more or less.

Also: Begin at the Southeast corner of Lot 4 in the Original Plat of Carmel, run thence West 80 feet, thence North 66 feet, thence East 80 feet, thence South 66 feet to the place of beginning, in Hamilton County, Indiana.

Also: Vacated alley set out in Decree Vacating Alley filed September 29, 1970 in Hamilton Circuit Court Cause No. 70-400, which was recorded October 2, 1970 in Miscellaneous Record 121, page 65.

Also, The following described real estate in Hamilton County, State of Indiana, described as follows: A part of the west half of the Northwest Quarter of Section Thirty (30), Township Eighteen (18) North, Range Four (4) East; begin at the northeast corner of Lot Number One (1) in the Original Town of Bethlehem, now City of Carmel, and run East 10 rods; thence South 4 rods; thence West 10 rods, to the southeast corner of said lot number one; thence North 4 rods to the place of beginning, containing .25 of an acre, more or less.

Also, Begin at the northeast corner of Lot No. 2 in the Original Town of Bethlehem, now Carmel, in that part known as the Mills Addition to said Town, and run east 10 rods, thence south 4 rods, thence west 10 rods to the southeast corner of said Lot No. 2, thence north 4 rods to the place of beginning, the same being a part of the West Half of the Northwest Quarter of Section 30, Township 18 North, Range 4 East, adjoining said Town, now City, of Carmel, Hamilton County, Indiana.

Also, That part of the Northwest Quarter of Section 30, Township 18 North, Range 4 East of the Third Principal Meridian, described as follows: Beginning 33 feet North and 208 feet East of the Southwest corner of the Northwest Quarter of said Section and running thence North 132 feet; thence East 77 feet; thence South 132 feet; thence West 77 feet to the place of beginning, in Hamilton County, Indiana.

Also, Vacated public alley right-of-way per Ordinance D-2525-20 recorded September 18, 2020 as Instrument No. 2020065000 and described as follows:

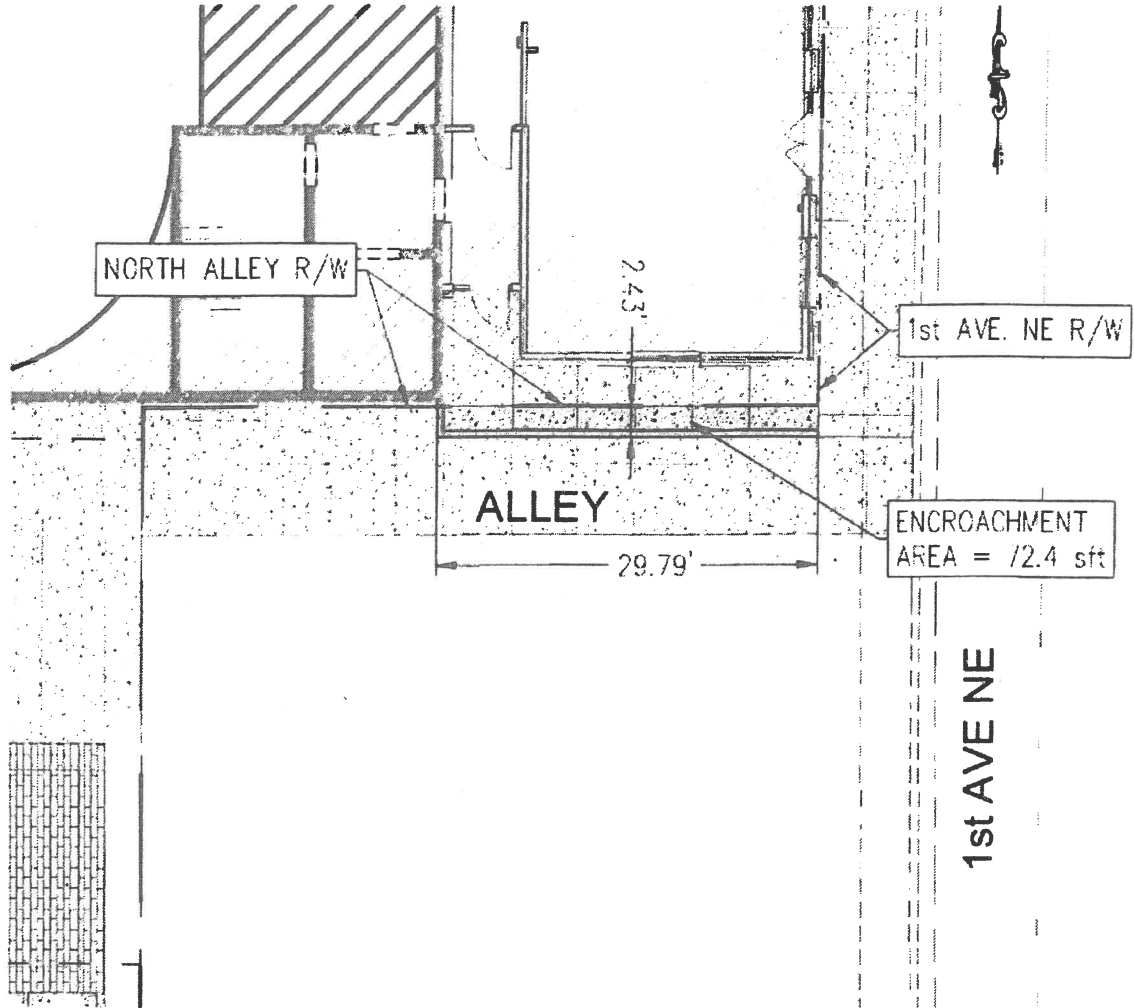
Part of an un-platted alley located just east of Lots 3 and 4 of The Town of Bethlehem (Now Carmel), as recorded as plat thereof in Deed Record "E", page 512 in the Office of the Recorder of Hamilton County, Indiana, lying in the Northwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana, being more particularly described by Tyler J. Thompson, LS21400006 of Civil & Environmental Consultants, Inc. on March 26, 2020, as follows:

BEGINNING at the southeast corner of said lot 4; thence North 00 degrees 06 minutes 04 seconds West along the easterly lines of said Lot 4 and Lot 3 and the northerly extension of said easterly line of Lot 3 a distance of 142.00 feet to the southeast corner of Lot 2 of said Town of Bethlehem; thence North 89 degrees 44 minutes 42 seconds East along the southerly line of the real estate conveyed to City of Carmel Redevelopment Commission as recorded in Instrument Number 2017019558 in said Recorder's office a distance of 86.97 feet; thence South 00 degrees 15 minutes 18 seconds East a distance of 10.00 feet to the northeast corner of the real estate conveyed to City of Carmel Redevelopment Commission in Instrument Number 2016046274 in said Recorder's office; the following two courses being along north and west lines of said real estate; (1) thence South 89 degrees 44 minutes 42 seconds West a distance of 77.00 feet; (2) thence South 00 degrees 06 minutes 04 seconds East a distance of 132.00 feet to the north right-of-way line of Main Street; thence South 89 degrees 44 minutes 42 seconds West along said north line a distance of 10.00 feet to the Point of Beginning, containing 0.050 acres of land, more or less.

TRACT II:

A part of Lot Four of the Original Plat of Carmel, recorded in Plat Book E, page 512 in the Office of the Hamilton County Recorder, Hamilton County, Indiana and more particularly described as follows: Commencing at the Southwest Corner of Lot Four of the Original Plat of Carmel; thence East along the South line of said Lot Four 20 feet to the East edge of an existing landscaped area and the Point of Beginning; thence North along the East edge of said landscaped area 24 feet; thence East 19.33 feet; thence South 24 feet to the South line of said Lot Four, thence West along said Lot line 19.33 feet to the Point of Beginning and containing 463.92 square feet more or less.

EXHIBIT "B"
Drawing





RESOLUTION NO. CC 11-18-24-06

A CONFIRMATORY RESOLUTION DESIGNATING AN ECONOMIC REVITALIZATION
AREA AND APPROVING TAX ABATEMENT FOR QUALIFYING CERTAIN PERSONAL
PROPERTY- ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER
MARKETING, LLC

**Synopsis: A resolution confirming the designation of the real property located at 4140 W
99th Street, Carmel, Indiana as an economic revitalization area and granting a partial
abatment of property taxes attributable to certain eligible equipment installed therein**

WHEREAS, Ind. Code § 6-1.1-12.1 (the “Act”) allows a partial abatment of property
taxes attributable to the installation of certain equipment in “economic revitalization areas”; and,

WHEREAS, the Act provides that an economic revitalization area must be a geographic
area which is within the corporate limits of a city and which has become undesirable for, or
impossible of, normal development and occupancy because of lack of development, cessation of
growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard
building or other factors which have impaired values or prevent a normal development of property
or use of property; and,

WHEREAS, the Act authorizes the Common Council of the City of Carmel, Indiana (the
“Council”) to designate economic revitalization areas by following a procedure involving adoption
of a preliminary resolution, publication of a notice of a public hearing, conducting a public hearing
and adoption of a final resolution confirming the preliminary resolution and the tax abatment;
and,

WHEREAS, the Council believes that it is in the best interests of the citizens of the City
of Carmel (the “City”) to create an economic revitalization area designation in a manner whereby
citizens of the City will benefit from the creation of permanent jobs, expansion of the property tax
base, and protection of private investment; and,

Resolution CC 11-18-24-06
Page One of Six Pages

32 **WHEREAS**, the Alliance for Cooperative Energy Services Power Marketing LLC d/b/a
33 ACES Power, (the “Company”), has filed a Statement of Benefits Form (SB-1) with the City, a
34 copy of which is attached hereto and fully incorporated herein; and,

35 **WHEREAS**, the Company requested that the real estate located at 4140 W 99th Street,
36 Carmel, Indiana (the “Project Site”) be designated as an Economic Revitalization Area for the
37 purpose of achieving property tax savings in connection with the acquisition and installation of
38 certain depreciable personal property (the “Project”) at the Project Site; and,

39 **WHEREAS**, the Project Site is shown and described on Exhibit A, which is attached
40 hereto and incorporated herein by this reference, and is presently part of Hamilton County Tax
41 Parcel 17-13-07-00-10-005.000 and State Parcel Number 29-13-07-010-005.000-018; and,

42 **WHEREAS**, the Company has operations in Arizona, Minneapolis and North Carolina
43 and all were considered for this expansion project, with Carmel being the preferred location
44 pending finalization of project incentives; and,

45 **WHEREAS**, the Company committed to invest Six Million Five Hundred Thousand
46 Dollars (\$6,500,000) in tangible personal property at the Project Site, of which Four Million
47 Dollars (\$4,000,000) will qualify for personal property tax abatement as new IT equipment (new
48 IT equipment is hereinafter referred to as “Eligible Personal Property”); and,

49 **WHEREAS**, the Company anticipates retention of two hundred fourteen (214) existing
50 full-time employees compensated at an average annual wage of One Hundred Thirty Thousand
51 Dollars (\$130,000) per year (excluding overtime and benefits) at the Project Site as a result of the
52 Project. The Company also anticipates adding approximately forty-five (45) new full-time
53 employees compensated at an average annual wage of One Hundred Eighteen Thousand Dollars
54 (\$118,000) per year (excluding overtime and benefits) as a result of the Project; and,

55 Resolution CC 11-18-24-06
56 Page Two of Six Pages
57

58 **WHEREAS**, all anticipated investments will be complete and new full-time employees
59 hired before December 31, 2028; and,

60 **WHEREAS**, the Council, on October 21, 2024, passed Preliminary Resolution CC 10-07-
61 24-04 which preliminarily designated the Project Site as an Economic Revitalization Area and
62 established schedules for deductions to the assessed value of Eligible Personal Property located at
63 the Project Site; and,

64 **WHEREAS**, a Notice of Adoption of the Preliminary Resolution and Notice of Public
65 Hearing to be held on November 18, 2024, was duly published in the Current newspaper on the 5
66 day of November, 2024; and,

67 **WHEREAS**, the public hearing advertised in the above notice has been held.

68
69 **BASED UPON THE ABOVE, IT IS THEREFORE RESOLVED**, by the Common Council
70 of the City of Carmel as follows:

71 1. The request for an economic revitalization area designation relative to the Project
72 was properly made and the Statement of Benefits Form (SB-1), which was filed as of September
73 4, 2024, is hereby approved by the Council.

74 2. The Project Site is located in an area of the City where municipal services are
75 provided and no additional infrastructure will be necessitated by the Project.

76 3. Project Site is zoned for and is generally suitable for the proposed expanded use of
77 commercial office and is consistent with the site's existing development pattern; however, given
78 the age of the facility at the Project Site and the complexity of the technology systems being
79 installed at the site, and security systems and structures required, investment in the Eligible
80 Personal Property will require significant additional investment in real property improvements to
81 accommodate the Project making it undesirable for normal development.

82 Resolution CC 11-18-24-06

83 Page Two of Six Pages

84 4. Evidence has been submitted and considered which established that the Project will

This Resolution was prepared by Sergey Grechukhin, Carmel Transactions Chief, on November 12, 2024. No subsequent revision to this Resolution has been reviewed by Mr. Grechukhin for legal sufficiency or otherwise.

85 further and promote municipal development objectives by expansion of the property tax base
86 through the purchase and installation of the Eligible Personal Property including, but not limited
87 to, servers and related hardware, computer storage hardware, laptops, computer network switches
88 and other network equipment, data center equipment (batteries and cooling units), large format
89 monitors and phone system hardware.

90 5. The Council hereby designates the Project Site as an Economic Revitalization Area
91 for purposes of establishing a deduction to the assessed value of Eligible Personal Property
92 acquired and installed within the building located upon the Project Site.

93 6. The deduction provided by this Resolution shall be for the assessed value of all
94 Eligible Personal Property installed at the Project Site on or after November 18, 2024, and for a
95 period of five (5) years from the date of the first full assessment of the Eligible Personal Property
96 located at the Project Site. The Council further designates that the economic revitalization area
97 designation declared by this Resolution shall expire on December 31, 2028. The Company agrees
98 to not file any appeal of annual tax assessments over the course of the five (5) year period. The
99 Council hereby finds, declares and determines that deductions from the assessed value of the Eligible
100 Personal Property approved by this Resolution shall be allowed pursuant to the following five (5)
101 year deduction schedule, which the Common Council hereby establishes, prescribes and adopts:

102	YEAR OF DEDUCTION	PERCENTAGE OF DEDUCTION
103	1 st	75%
104	2 nd	75%
105	3 rd	75%
106	4 th	75%
107	5 th	75%
108	6 th	0%

110
111 Resolution CC 11-18-24-06

112 Page Four of Six Pages

113

114 7. In support of the deductions contained in this Resolution, the Council makes the

115 following FINDINGS:

116 a. The estimated cost of the Eligible Personal Property investment presented by
117 the Company is reasonable for equipment of that type.

118 b. The estimate of the number of individuals who will be employed or whose
119 employment will be relocated by the Company can be reasonably expected to
120 result from the installation of the Eligible Personal Property.

121 c. The annual salaries for the individuals who will be employed or whose
122 employment will be relocated by the Company can reasonably be expected to
123 result from the installation of the Eligible Personal Property.

124 d. Based on the increased assessed valuation and the expansion of the employment
125 base within the City of Carmel, the benefits to the City are sufficient to justify
126 the granting of the deduction described in Section 6 above.

127 8. The deductions provided by this Resolution are subject to the Company's
128 compliance with the terms of the Agreement entered into between the City and the Company, and
129 the requirements contained in Ind. Code § 6-1.1-12.1, and may only be modified or terminated by
130 according to the procedures contained in Ind. Code § 6-1.1-12.1-5.9.

131 9. A copy of this Resolution shall be filed with the Hamilton County Assessor as
132 required by Ind. Code § 6-1.1-12.1-2.5.

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144

Signature page to follow

Resolution CC 11-18-24-06
Page Five of Six Pages

145 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ____ day
146 of _____, 2024, by a vote of ____ ayes and ____ nays.

147
148 **COMMON COUNCIL FOR THE CITY OF CARMEL**

149
150 _____
151 Anthony Green, President Adam Aasen, Vice-President

152
153 _____
154
155 Jeff Worrell Teresa Ayers

156
157 _____
158
159 Shannon Minnaar Anita Joshi

160
161 _____
162
163 Ryan Locke Matt Snyder

164
165 _____
166
167 Rich Taylor

168
169 ATTEST:
170
171 _____
172 Jacob Quinn, Clerk

173
174 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
175
176 _____ 2024, at _____ .M.

177
178 _____
179 Jacob Quinn, Clerk

180
181 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
182
183 _____ 2024, at _____ .M.

184
185 _____
186 Sue Finkam, Mayor

187 ATTEST:
188
189 _____
190 Jacob Quinn, Clerk



**STATEMENT OF BENEFITS
PERSONAL PROPERTY**

State Form 51764 (R5 / 1-21)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer Alliance for Cooperative Energy Services Power Marketing LLC			Name of contact person David Claspell					
Address of taxpayer (number and street, city, state, and ZIP code) 4140 W 99th Street, Carmel, IN 46032				Telephone number (317) 344-7000				
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT								
Name of designating body Carmel City Council				Resolution number (s)				
Location of property 4140 W 99th Street, Carmel, IN 46032			County Hamilton		DLGF taxing district number 29-0002			
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) Alliance for Cooperative Energy Services Power Marketing LLC (ACES) is contemplating an expansion of its operations in Carmel. The project would result in an investment of approximately \$6.5 million in personal property equipment at their existing facility.			ESTIMATED					
			START DATE		COMPLETION DATE			
			Manufacturing Equipment					
			R & D Equipment					
			Logist Dist Equipment					
IT Equipment		11/01/2024	12/31/2028					
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT								
Current Number 214	Salaries \$27,820,000	Number Retained 214	Salaries \$27,820,000	Number Additional 45	Salaries \$5,315,544			
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT								
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values								
Plus estimated values of proposed project							4,000,000	
Less values of any property being replaced								
Net estimated values upon completion of project							4,000,000	
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
Estimated solid waste converted (pounds) _____			Estimated hazardous waste converted (pounds) _____					
Other benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of authorized representative <i>David H. Claspell</i>				Date signed (month, day, year) 9/4/24				
Printed name of authorized representative David H. Claspell			Title SVP + CFO					

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

- A. The designated area has been limited to a period of time not to exceed _____ calendar years * (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
- | | | | |
|--|------------------------------|-----------------------------|--|
| 1. Installation of new manufacturing equipment; | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18
<i>Check box if an enhanced abatement was approved for one or more of these types.</i> |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 3. Installation of new logistical distribution equipment. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 4. Installation of new information technology equipment; | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. *(One or both lines may be filled out to establish a limit, if desired.)*
- D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. *(One or both lines may be filled out to establish a limit, if desired.)*
- E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. *(One or both lines may be filled out to establish a limit, if desired.)*
- F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. *(One or both lines may be filled out to establish a limit, if desired.)*
- G. Other limitations or conditions (specify) _____
- H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:
- | | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|----------------------------------|---|
| <input type="checkbox"/> Year 1 | <input type="checkbox"/> Year 2 | <input type="checkbox"/> Year 3 | <input type="checkbox"/> Year 4 | <input type="checkbox"/> Year 5 | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18
Number of years approved: _____
<i>(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)</i> |
| <input type="checkbox"/> Year 6 | <input type="checkbox"/> Year 7 | <input type="checkbox"/> Year 8 | <input type="checkbox"/> Year 9 | <input type="checkbox"/> Year 10 | |
- I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? Yes No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

ORDINANCE NO. D-2747-24

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, ESTABLISHING LAKE CITY BANK AS THE FINANCIAL INSTITUTION
FOR PUBLIC MONIES OF THE CITY

Synopsis: Ordinance establishes Lake City Bank as the financial institution for the City of Carmel depository of public monies.

WHEREAS, Indiana Code Section 5-13-7-5 (hereinafter “IC”) designates Carmel’s fiscal body as a local board of finance that is authorized to designate a financial institution as a depository of public monies pursuant to IC 5-13-8; and

WHEREAS, IC 5-13-8-9 requires that public monies be deposited in a financial institution located within the territorial limits of the political subdivision (hereinafter “City”); and

WHEREAS, IC 5-13-8-1(a)(1) further requires that public monies be deposited in a depository eligible to receive state funds; and

WHEREAS, the Chief Financial Officer/Controller of the City (hereinafter “Fiscal Officer”) has initiated a process that allowed various financial institutions who qualify to be depositories for public monies of the City under IC 5-13 to present proposals to the Fiscal Officer, detailing their services and pricing; and

WHEREAS, the Fiscal Officer received proposals from qualified financial institutions; and

WHEREAS, the Fiscal Officer reviewed proposals and the proposed net earnings and fees contained in each proposal; and

WHEREAS, the Fiscal Officer worked with and consulted with the City’s fiscal advisor and the City’s legal staff throughout the process; and

WHEREAS, the Fiscal Officer also reviewed the fees associated with internet banking, as well as all other applicable fees and charges; and

WHEREAS, the Fiscal Officer chose the most competitive proposal and performed substantial due diligence and investigation of that financial institution; and

WHEREAS, Lake City Bank was found to offer all needed services per City’s specifications, and proposes to return the highest amount of net earnings over charges; and

WHEREAS, the Fiscal Officer recommends that the City select Lake City Bank as the City’s depository,

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THEREFORE BE IT RESOLVED by the Common Council that Lake City Bank is hereby designated and approved as a depository for public monies of the City of Carmel, Indiana, and is authorized to perform banking services specified in the request for proposals and associated contractual documents.

FURTHER BE IT RESOLVED that the City’s Chief Financial Officer/Controller is authorized to finalize and execute any necessary agreements with Lake City Bank on the City’s behalf to effectuate the provisions of this Ordinance.

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2024 by a vote of ____ ayes and ____ nays.

[remainder of page left intentionally blank]

COMMON COUNCIL FOR THE CITY OF CARMEL

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Anthony Green, President

Adam Aase, Vice-President

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Anita Joshi

Ryan Locke

Matt Snyder

Rich Taylor

ATTEST:

Jacob Quinn, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
_____ 2024, at _____ . M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
_____ 2024, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Ordinance No. D-2747-24
Page Three of Three

This Ordinance was originally prepared by Sergey Grechukhin, Carmel Transactions Chief, on 10/25/24. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Grechukhin for legal sufficiency or otherwise.

BANKING SERVICES AGREEMENT

THIS AGREEMENT FOR BANKING SERVICES (“Agreement”), being previously approved by Carmel City Council, is hereby entered into by and between the City of Carmel, Indiana (“City”), and Lake City Bank, an Indiana banking corporation (“Bank”).

RECITALS

WHEREAS, City issued a Request for Proposal to obtain a qualified public depository to provide banking services to City (“RFP”); and

WHEREAS, Bank has provided City with a written proposal in response to the RFP to provide the services as described and set out in the RFP (“Proposal”); and

WHEREAS, City desires to accept Bank’s proposal for Bank to render the services to City as provided herein; and

WHEREAS, Bank further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of banking services by Bank to City; and

WHEREAS, City finds entering this Agreement with Bank serves a valid public purpose.

NOW THEREFORE, City hereby engages the services of the Bank, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Bank acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement’s terms and conditions.
2. **PERFORMANCE:**
City agrees to procure banking services (the “Banking Services”) from Bank. Bank will perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **WARRANTY:**
Bank expressly warrants that the Banking Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided in the City’s RFP, issued on or about April 29, 2024. Bank expressly warrants that the Banking Services shall be provided in a timely manner, with due diligence and professional competence, meet or exceed industry standards for quality, and shall be free from defects. Bank acknowledges that it knows of City’s intended purpose and expressly warrants that the Banking Services provided to City pursuant to this Agreement have been selected by Bank based upon City’s stated purpose and are fit and sufficient for their particular purpose.

4. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. The Bank agrees to designate a qualified employee to serve as the Bank's representative to City (the "Bank's Representative"). The Bank's Representative shall be authorized and responsible to act on behalf of the Bank with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

5. AGREEMENT DOCUMENTS AND SCOPE OF SERVICES:

Bank's scope of services includes providing the City with banking services as more specifically set forth in the RFP, as further described in the Proposal and the Master Digital Banking Services Agreement ("Scope of Services"). This Agreement incorporates the following documents together with any references, addenda, and attachments thereto, that are attached hereto as Exhibit A and fully incorporated by reference herein ("Contract Documents"):

- a. City's RFP;
- b. Bank's RFP Proposal;
- c. Master Digital Banking Services Agreement;
- d. Business Checking Account Terms and Conditions;
- e. Business Resolution: Deposit Accounts.

The Scope of Services shall be performed by Bank or under its supervision and all personnel engaged in performing the Scope of Services shall be fully qualified and, if required, authorized or permitted under the federal, state and local law to perform such Scope of Services.

6. RECORDS AND INSPECTIONS:

Bank shall maintain full and accurate records with respect to all matters covered under this agreement for at least three (3) years after the expiration or early termination of this Agreement. City shall have free access upon reasonable notice to Bank and at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities relating to the Banking Services.

7. DEFAULT:

In the event Bank: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Bank's warranties; (b) fails to provide the Banking Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Banking Services and does not cure such failure or breach pursuant to Section 20 hereof; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement,; and (2) exercise all other rights and remedies available to City at law and/or in equity. Notwithstanding the foregoing, upon such termination, the City shall pay any funds due and owing to Bank for Banking Services performed by Bank prior to the date of termination.

8. GOVERNMENT COMPLIANCE:

Bank agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Bank's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Bank agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of

such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement. Further, the Bank agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Indiana, the City of Carmel, and in Hamilton County, Indiana, including, but not limited to, any and all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the Bank pursuant to this Agreement.

9. NONDISCRIMINATION:

Bank represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Banking Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

10. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Bank is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit B, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Bank shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Bank subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Bank or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

11. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

12. NON-ASSIGNMENT:

Bank shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

13. RELATIONSHIP OF PARTIES:

The Parties agree and acknowledge that relationship of the parties hereto shall be as provided for in this Agreement, and neither Bank nor any of its agents, employees or contractors are employees of City. Bank shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they come due. Unless explicitly agreed upon by the Parties in writing, the Bank shall not allow its employees, agents, or contractors to perform services for the City or incur any costs, fees, or expenses outside the Scope of Services defined herein.

14. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, excluding its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

15. DISPUTES:

Bank agrees that if a dispute arises between the parties, insofar as is possible under the terms of the Agreement, each party shall continue to perform the obligations required of it while the dispute is outstanding, unless the parties are barred by injunction from doing so or either parties defaults pursuant to Paragraph 7.

16. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

19. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	<u>AND</u>	Office of Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Bank:	Lake City Bank 202 East Center Street Warsaw, IN 46580
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Notwithstanding the above, notice of termination under paragraph 20 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

20. TERMINATION:

20.1 Notwithstanding anything to the contrary contained in this Agreement and subject to a defaulting Party’s right to cure as set forth below, either Party may, upon notice of default to the other Party, terminate this Agreement for cause in the event of a material default by the other Party. In the event of such termination, Bank shall be entitled to receive only payment for the undisputed invoice amount representing conforming Banking Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

Cure Period: The defaulting Party shall have thirty (30) days from the date of the notice of default to cure such default (“Cure Period”). If the defaulting Party fails to cure the default within the Cure Period, the termination shall be effective immediately upon the expiration of the Cure Period.

- 20.2 Either Party may terminate this Agreement at any time upon ninety (90) days prior notice to the other party. In the event of such termination, Bank shall be entitled to receive only payment for the undisputed invoice amount of conforming Banking Services delivered as of the date of termination.
- 20.3 The City may terminate this Agreement pursuant to Paragraph 9 hereof, as appropriate.
- 20.4 If sufficient funds are not appropriated or encumbered to pay for the Banking Services by the City's fiscal body in 2026 or subsequent budgets, either Party may terminate this Agreement upon at least thirty (30) days prior notice to the other Party.

21 REPRESENTATIONS AND WARRANTIES:

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

22. ADDITIONAL BANKING SERVICES:

Bank understands and agrees that City may, from time to time, request Bank to provide additional Banking Services to City. When City desires additional Banking Services from Bank, the City shall notify Bank of such additional Banking Services desired, as well as the time frame in which same are to be provided. Only after City has approved Bank's time and cost estimate for the provision of additional Banking Services, has encumbered sufficient monies to pay for same, and has authorized Bank, in writing, to provide such additional Banking Services, shall such Banking Services be provided by Bank to City. A copy of the City's authorization documents for the purchase of additional Banking Services shall be numbered and attached hereto in the order in which they are approved by City. Bank shall not make changes in the Scope of Services which would increase the City's liability, increase the compensation paid to the Bank, if any, have a material adverse effect on City. Additional Banking Services or materials provided without written authorization shall be done at the Bank's sole risk and without payment from the City.

23. TERM:

Unless terminated earlier in accordance with the termination provisions set forth in Paragraph 20 above, this Agreement shall remain in effect for a period of two (2) years from the Effective Date. This Agreement shall automatically renew for successive two (2) year periods, unless otherwise terminated or agreed by the Parties hereto. Upon renewal, the terms of the agreement, set forth in Paragraph 6 hereinabove, may be adjusted to reflect current market terms to be agreed upon by the City and Bank. Upon termination of the Agreement by either party, Bank shall maintain all terms and conditions of the Agreement for a transition period of 90 days while accounts are closed.

24. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Bank's employees; and (ii) the Bank's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Bank to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Bank by or at the direction of the City, information which is created or obtained by the Bank on behalf of the City, or information to which access was provided to the Bank by or at the direction of the City, in the course of the Bank's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Bank or any Authorized Persons, or by the City should the Bank have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Bank or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. STANDARD OF CARE:

- i. Bank acknowledges and agrees that, during the term of the Agreement, Bank may create, receive, or have access to Personal Information. For any Personal Information, Bank shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Bank shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Bank.
- iii. Bank agrees and covenants that it shall:
- iv. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - a. Not create, collect, receive, access, or use Personal Information in violation of law;

- b. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Bank's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
- c. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- v. Bank shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.
- vi. If Bank has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, Bank shall, at all times, remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Bank's sole cost and expense.
- vii. At a minimum, Bank's safeguards for the protection of Personal Information shall include:
 - i. limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly Sensitive Personal Information stored on any media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Bank or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Bank's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach. Bank shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than four (4) business days after Bank becomes aware of it.

- ii. Immediately following Bank's notification to the City of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Upon request, and if necessary for reporting, audit, insurance claim, or otherwise required to comply with applicable law, Bank shall make available all relevant records, logs, files, data reporting, and other materials related to Security Breach.
 - iii. Bank shall, at its own expense, use best efforts to immediately contain and remedy Security Breach and prevent any further Security Breach according to Bank's incident response procedures. Further, Bank shall take all any necessary or required actions to comply with applicable privacy rights, laws, regulations, and industry standards. Bank shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation.
 - iv. Bank agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
 - v. Bank agrees to fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.
- D. Return or Destruction of Personal Information. At any time during the term of the Agreement, at the City's written request or upon the termination or expiration of the Agreement for any reason, Bank shall, and shall instruct all Authorized Persons to, promptly return to the City all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the City that such Personal Information has been returned to the City or disposed of securely. Bank shall comply with all directions provided by the City with respect to the return or disposal of Personal Information.
- E. Cyber Liability Insurance. Bank shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

25. HEADINGS:

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

26. BINDING EFFECT:

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

27. NO THIRD PARTY BENEFICIARIES:

This Agreement gives no rights or benefits to anyone other than City and Bank.

28. IRAN CERTIFICATION:

Pursuant to I.C. § 5-22-16.5, the Bank shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

29. CONFIDENTIALITY OF INFORMATION:

Bank understands and agrees that any “public record”, as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana’s Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended. Information provided to Bank by City that is exempted from disclosure under the Access to Public Records Act shall be treated as confidential. Bank shall not release any confidential information without prior written consent from the City, except as may be required by law.

30. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

31. ENTIRE AGREEMENT:

This Agreement, together with the Contract Documents, as defined herein, along with any exhibits attached hereto or thereto, or referenced herein or therein, collectively constitute the entire agreement between Bank and City with respect to the subject matter hereof, and supersede all prior oral or written representations and agreements regarding same. To the extent any other provision, term or condition set forth herein shall conflict with any provision, term or condition contained in any of the Contract Documents, the provision, term or condition contained in any such Contract Document shall govern and prevail; provided, however, that in such a conflict situation governed strictly by Sections 8, 9, 10, 23, 28 and 29 of this Agreement, then such provision, term or condition of this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Lake City Bank

By:

By:

Authorized Signature

Date: _____

Printed Name

Title

FID/TIN: _____

Date: _____

Exhibit A

REQUEST FOR PROPOSAL CITY OF CARMEL BANKING SERVICES

Objective

The City of Carmel, Indiana (the “City”) is issuing this Request for Proposal to select a primary banking services provider and partner. The City’s goal is to minimize banking costs and maximize interest earnings, while maintaining excellent customer service, operational efficiency, and security and fraud protection.

Schedule

Following is the schedule for key events:

<u>Process</u>	<u>Target Date</u>
Issuance of RFP	Monday, April 29, 2024
Bidder Questions Due ¹	Monday, May 13, 2024
Responses to Questions Distributed	Friday, May 17, 2024
Proposals Due ²	Friday, May 24, 2024
Evaluation Period	May – June 2024
Finalist Interviews/Presentations (if requested by City)	Week of June 24, 2024
Announcement of Award	June – July 2024
Anticipated Transition Start	July – August 2024

The City reserves the right to modify this schedule or to waive any requirements or timelines expressed in this request for proposal.

¹Requests for clarification or additional information must be made in writing and submitted by email to George Bawcum at Baker Tilly at George.Bawcum@BakerTilly.com no later than Monday, May 13, 2024.

²Each responding bidder shall deliver an electronic copy of their completed proposal to George.Bawcum@BakerTilly.com on or before Friday, May 24, 2024, by 5:00 pm.

Required Information

The applicant must provide the following information to be considered:

- Address each of the services listed in Scope of Banking Services.
- Include the completed Pricing Worksheet (page 7) listing the services and fees both per item and monthly.
- Availability schedule for collected funds.
- Description and samples of the monthly statements and reports, both electronic and paper, that the City would receive for the services provided by your institution.
- Reference list of names, telephone numbers, and contact persons for three (3) high-volume public funds deposit customers that may be contacted by the City.
- Detailed description of your bidder’s policies regarding information security and fraud protection.
- Detailed description of the bidder’s disaster recovery plan.

Describe related services not requested in this bid proposal that the City might find desirable for either initial or future implementation. This description should also contain a listing of any costs associated with these services.

Selection Criteria

Submitted responses will be judged on the following evaluation criteria:

- Scope of proposed services.
- Cost of services performed.
- Best net interest rate.
- Minimum balance requirements.
- Experience, expertise, and qualifications of key Bidder personnel assigned to the City.
- Financial strength and stability of the bidder.
- Location of full-service branch near City offices.
- Value of any new products or services suggested.
- Quality of customer service/problem resolution.
- Evidence of the bidder's ability to meet the City's technology needs, including ease of use, online security, administrative security, and usefulness of information available.
- Clarity, completeness, and timeliness of information provided to the City for evaluation.
- Quality of any in-person or virtual interview with the City.
- Responses to reference checks.

The information supplied by the bidder as part of this RFP will become property of the City. Submitted responses to the RFP will be available to interested parties in accordance with the Indiana Access to Public Records Act (IC 5-14-3).

Transition and Implementation Expectations

If the City selects a new partner, it will create a shared implementation plan with its existing financial institution and new partner and plan to complete a full transition within 60 days. For the first few months after transition, the City would expect to meet frequently with its designated account manager(s) to operationalize banking processes together. Thereafter, the City would expect to meet periodically as new ideas or issues emerge.

Terms and Conditions

1. The City reserves the right to (1) accept or reject any and all proposals and to waive any technicalities or irregularities involving any proposal and to cancel the RFP process at any time prior to entering into a formal contract for banking services, (2) not award a contract for any or all of the banking services that are the subject of this RFP process, (3) award contracts for banking services to separate banks, (4) negotiate contract terms acceptable to the City with the successful bank(s), (5) disregard all nonconforming, non-responsive or conditional proposals, and (6) reject the response of any bank which does not submit a proposal to the City's satisfaction.

2. Respondents to this bid proposal may be requested to provide supplemental information or to make a presentation in addition to their proposal. The City reserves the right to request additional information and/or presentations from any financial organization. Additional information may be presented in writing during a pre-selection interview.

3. The obligation and the performance of the bidder to whom the services are awarded under the resulting contract shall be subject to compliance with the provisions of Indiana Code 5-13 and all other applicable laws and ordinances.

4. If the bidder to whom the services are awarded does not execute a contract within thirty (30) calendar days after the award, the City may give notice to such bidder of intent to award the contract to the next most qualified bidder or to call for new proposals and may proceed to act accordingly. The City assumes no cost by the bidder in preparation, submission or presentation of their proposal.
5. The Pricing Worksheet indicates an estimate of the number of transactions for a typical month. This number is the City's best estimate of the average volume, and the City in no way guarantees these as minimums or maximums.
6. All quotations shall be guaranteed for the entire duration of the contract. It is the intention of the City to engage the Bidder for an initial three-year term with optional extensions of one or more years.
7. The City reserves the right to terminate with 90-days written notice any contract arising from this bid proposal. Furthermore, the City may terminate the contract without prior written notice upon the failure of the selected bidder to comply with the terms and conditions of the proposal. Under no circumstances will any damages be paid by the City because of the termination of this contract.
8. The bidder must be a qualified Public Depository per applicable Indiana Statutes for the period of the contract, as well as a member of the Federal Reserve System.
9. The selected provider agrees that it will charge only for services contained in this bid proposal. Services not contained in this bid proposal will not be rendered or charged without the prior written consent of the City.
10. Sub-contracting by the proposer without written consent of the City is prohibited under the terms of this agreement.
11. Provider will give the City, or its authorized representative, the privilege of inspecting, examining, and auditing, with or without notice, during normal business hours, such business records which are directly relevant to any financial arrangement arising from this bid proposal.
12. The selected bidder shall agree to hold the City harmless from any claims and related expenses arising from your employees or agents providing the services agreed upon and arising from this process. This includes but is not limited to property damage, bodily injury, personal injury to third parties, and damage to premises of the City. Resolution of any disputes arising from this process will be subject to and conducted in accordance with the laws of the State of Indiana.
13. All proposals and related reference information submitted in response to this RFP will become the property of the City and will not be returned to the respondent. Each entity submitting a proposal waives any right of confidentiality as to the proposal documents. If an entity submitting a proposal considers certain material in the proposal proprietary information, it shall clearly designate those portions of the proposal it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure. The City will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public. Under no circumstances will any portion of a bidder's price proposal be considered confidential.

Scope of Banking Services

1. Account Structure

The following transaction accounts are the subject of this Bid Request. The City’s objective is to minimize account maintenance fees and maximize the investment earnings of surplus funds while retaining the ability to distinguish among deposits to and disbursements from each of these accounts. Please provide a proposed account structure to meet these objectives.

<u>Account</u>	<u>Estimated Monthly Balance</u>
City General Operating	\$ 40,000,000
Utilities Deposit	1,250,000
Parks Primary	500,000
Medical Flex	100,000
Police Confiscation	<u>150,000</u>
Total	\$ 42,000,000

Zero or Low Balance Accounts

City Payroll	Ambulance Credit Card
Parks Payroll	Dept. of Community Services Credit Card
Parks Secondary	Police Credit Card
Special Events Credit Card	Fire Department Credit Card
Golf Course Credit Card	

2. On-Line Treasury Management

Describe in detail your online capabilities for balance inquiry including immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, stop payments, exception item review using positive pay, and any other online information that will be available to the City. In addition, please describe the training available and appropriate controls regarding the City’s accounts using online access.

3. Deposit Services

The City currently receives approximately 200 check payments over the counter at cashier operations in City and Utility offices, and in other areas. Please describe your Remote Check Deposit Services available to the City and clearly define costs and implementation procedures including equipment requirements.

Describe your institution’s ability to provide depository services and state the location where branch deposits can be made. The City currently receives pick-up service for its Golf Course and Parks. Please state if this pick-up service or an alternative service is available.

Describe the types of deposit bags you allow/require (e.g., coin bags, lockable deposit bags with keys, or disposable deposit bags). The City prefers disposable deposit bags. If you charge a fee for these bags, please list in the fee schedule.

4. Returned Checks

All deposited checks that are returned will be sent back to the City and processed against the City’s account. The City desires to have a second presentment of the check for any NSF checks that are deposited. Please describe your services and option for this service, including all costs.

5. Disbursement Services, Positive Pay, and Automated Account Reconciliation

The City disburses approximately 1,200 checks per month for which the City requires the use of a payee positive pay account reconciliation and fraud prevention program. Please provide a description of the bidder's ability to provide the following:

- Payee positive pay services with online transmission of check details,
- Positive pay exception item review and correction online,
- Teller positive pay for branch deposits,
- Online stop payment services,
- Electronic archival of cleared checks, and
- Online access to cashed check images.

When will the City receive the information on positive pay exception item?

When is the deadline for the City to review exceptions and notify the bidder to accept or reject?

At the end of each month, the City requires information be provided electronically to reconcile its accounts. The electronic file shall be in the standard CSV (comma delimited) format for interfacing with the City's financial system. Information is expected to be received within three business days of month-end and shall contain the date, account number, check number and amount. Please confirm the bidder's ability to meet this requirement.

Does the Bidder provide a daily electronic reconciliation file of all checks cleared?

Is the file in numerical sequence by check number, and does it include, at a minimum, check numbers paid, date cleared, and amount?

Does the check image file include both the front and back of the checks?

For accounts with no check activity, can the account be designated as "post no checks" or is positive pay required?

Describe how stale dated checks will be managed.

6. Wire Transfers

The City requires the ability to wire transfer funds. Explain the procedure for the City to request and approve an outgoing wire transfer online and any dollar limitations. How soon will outgoing wire transfers be executed? What is the cut-off time for the City to submit an online wire transfer and have it processed on the same day? Will the City receive email confirmation upon completion?

The accounts previously listed may receive wire transfers from state, federal and private sources. Please confirm all incoming wire transfers will receive same day credit regardless of time of receipt. In what manner and timeframe will the City be notified of incoming wires?

7. Short-Term Investment of Excess Funds

Please describe how the earnings credit and sweep investment rates are calculated. Include in the description any readily identifiable index used; for example, the Federal Funds Rate or 90-day Treasury Bill. If offering a short-term investment that pays a managed rate, please provide 24 months of rate history. If your bid includes an earnings credit, please also provide 24 months of earnings credit rate history. If your proposal has compensating balances as part of your bid, clearly state the formula for compensating balances and provide an example of the calculation. Please state whether you will charge a reserve requirement for the accounts.

8. Minimum Balance Requirements
Please state any minimum balance requirements, if interest rates vary based on balances, whether you will charge a minimum balance fee, and the amounts of any minimum balance fees for the accounts.

9. ACH Services
Automated Clearing House (ACH) Services will be required to perform payroll and other direct deposits for the City. Please describe your services in this area.

What time does the bidder require the file from the City for payments to be made on a same-day, next-day, and two-day settlement?
What is the timeframe for receiving ACH positive pay exception information and providing a decision?
Describe the bidder's ACH positive pay services and ACH Debit block/filter services.
How is an ACH Reversal submitted to the bidder?

10. Monthly Service Charge Calculations
The selected bidder will prepare an account analysis statement for services rendered monthly. Please complete the attached pricing worksheet. Please describe the method of charging for services. The City prefers that all fees will be netted against net interest earned and posted only to the operating account. Will all per item charges remain fixed over the life of the contract?

11. Account Statements
The City requires mailed and electronic monthly statements for the full calendar month for all accounts, including zero balance accounts. The Monthly Service Charge Report for a particular month will be completed and delivered within ten (10) days after the end of each month. Please confirm your ability to provide.

12. Customer Service/Problem Resolution
The City will require the selected bidder to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the bidder and be able to resolve any problems or issues that may arise. Please include biographical information for all key bidder personnel that will be assigned to service the City.

13. Electronic Vendor Payments
The City currently pays some vendors electronically and desires to continue its use of this form of payment. Please describe your electronic payment system including costs.

14. Other Value-Added Banking Services
Please provide information for any services not otherwise identified in this RFP that the bidder would like the City to consider. Include all necessary attachments, fees, and discussion materials to clarify the services being offered.

PRICING WORKSHEET

<u>Standard Services</u>	Est. Monthly Activity	Per Item Charge	Monthly Fee
Monthly Maintenance	14		\$ -
Paper Analysis Stmt Fee	14		-
Checks Paid	1,200		-
Deposits	125		-
Checks Deposited	200		-
Branch Deposited Cash	5,000		-
Check Return/Chargeback	3		-
Deposit Admin Fee (,000s)	42,000		-
Electronic Debits	90		-
Incoming Wire	1		-
Online Outbound Domestic	30		-
Online Outbound USD Intl	1		-
Other _____			-
Other _____			-
Other _____			-

<u>Reconciliation</u>			
Reconciliation Maintenance	1		-
Reconciliation Per Item	1,200		-
Positive Pay Maintenance	1		-
Positive Pay per Item	1,200		-
Positive Pay Daily Email Alert	31		-
Recon Other _____			-

<u>ACH</u>			
Online ACH Monthly	14		-
ACH Credit Received	425		-
ACH Debit Received	90		-
ACH Credit Originated	10		-
ACH Debit Originated	50		-
ACH Addenda Originated	3		-
ACH Return Transaction	1		-
ACH Notification of Change	1		-
ACH Unworked NOC	1		-
ACH File Processed	3		-
ACH Advice File	1		-
ACH Return/NOC Report	1		-
ACH Positive Pay Maint.			-
ACH Other _____			-

PRICING WORKSHEET

<u>Image Services</u>	Est. Monthly Activity	Per Item Charge	Monthly Fee
Check Imaging per Account	1		-
Base Fee	1		-
7 yr Paper Payments	1		-
7 yr Paper Remits	1		-

<u>Information Reporting</u>	Est. Monthly Activity	Per Item Charge	Monthly Fee
Online Wire Module	3		-
Online ACH Module	14		-
Online Stop Payment Base Fee	1		-
Online Prior Day Base	1		-
Online Prior Day per Account	14		-
Online Prior Day Detail			-
Online Intraday Base	1		-
Online Intraday per Account	14		-
Online Intraday Detail			-

<u>Other Fees</u>	Est. Monthly Activity	Per Item Charge	Monthly Fee
_____			-
_____			-
_____			-
_____			-

Tax ID

Effective Date

**MASTER DIGITAL BANKING SERVICES AGREEMENT
(COMMERCIAL BANKING CLIENTS)**

THIS MASTER DIGITAL BANKING SERVICES AGREEMENT (“**Master Agreement**” or this “**Agreement**”) is made between Company and **LAKE CITY BANK**, an Indiana banking corporation (“**Bank**”). This Agreement sets forth the general terms and conditions for Company’s use of any digital banking services, including any treasury management services (each individually a “**Service**” and collectively the “**Digital Banking Services**” or the “**Services**”) that Bank may make available to Company. Bank may require Company to submit to, and execute, separate Services Addenda in addition to this Agreement, prior to providing certain Services to Company. Company understands and agrees that this Agreement and the Related Agreements are the complete and exclusive statement of the agreement between the parties with respect to the Services provided to Company by Bank and supersedes any prior agreement(s) between Bank and Company with respect to such Services. Company acknowledges that it has received this Agreement, and any Related Agreements, and that use of the Services will constitute acceptance by Company of the Agreements and Related Agreements. The terms of this preamble are binding upon the parties hereto.

A. GENERAL TERMS

- 1 **Definitions.** As used in this Agreement, the following terms will have the following meanings unless otherwise stated for a particular Service:
 - 1.1 “**Access Credential(s)**” has the meaning given that term in Section A.6.1 below.
 - 1.2 “**Account**” means any commercial demand or time deposit account maintained with Bank as designated on Company’s Application from time to time (and shall include loan accounts where so indicated on Company’s Application, if permitted for specific Services), or any other account that requires use of the Services, and as approved by Bank for Company’s use subject to any additional terms that may apply.
 - 1.3 “**Account Terms and Conditions**” means the “Terms and Conditions of Your Deposit Account” which govern the operation and use of Company’s deposit Account with Bank, as they may be amended from time to time.
 - 1.4 “**ACH**” means an automated clearing house network used for electronic transfers of funds between deposit accounts at financial institutions.
 - 1.5 “**ACH Operator**” means a Federal Reserve Bank, including without limitation, the United States Federal Reserve Bank of Chicago, or other entity that provides clearing, deliver, and settlement services for ACH Entries, as defined by the Rules, and other services, all as more fully described and defined in the Rules.
 - 1.6 “**ACH Transfer**” means a funds transfer made through an electronic network for financial transactions operated by an ACH Operator.

- 1.7 “**Administrator**” means the person or persons appointed by the Primary Contact (or if the same person as the Primary Contact, authorized by Company’s authorizing resolutions certified to Bank) with the authority to act on behalf of Company with respect to the Services to be provided to Company hereunder, and designated as such on the Application. If an Administrator is not designated by Company, the Primary Contact shall be the Administrator.
- 1.8 “**Applicable Law**” means applicable state and federal laws, including without limitation, the Uniform Commercial Code, as enacted in the State of Indiana, the Rules, the EFTA, federal, state and local laws and regulations, each as may be amended from time to time, applicable to Bank or Company, including, without limitation, Regulation CC, 12 CFR Part 229 (“**Regulation CC**”), all “Operating Circulars” promulgated by the Board of Governors of the Federal Reserve System, and the regulations promulgated by the Office of Foreign Assets Control (“**OFAC**”).
- 1.9 “**Application**” means the Digital Banking Services application completed by Company and delivered to Bank as of the date hereof, as amended or modified thereafter from time to time.
- 1.10 “**Authorization**” means Company’s written request, instruction, or notification in any form.
- 1.11 “**Authorized User**” means the person or persons authorized by the Administrator (or a Service-specific administrator appointed by the Administrator, including but not limited to the DBS Administrator) to access and use the Services as specified by the Administrator and communicated to Bank.
- 1.12 “**Available Funds**” means funds on deposit in an Account and available for withdrawal pursuant to Regulation CC and Bank’s applicable funds availability schedule and policies.
- 1.13 “**Business Day**” means any day, Monday through Friday, that Bank’s main office is open for business, excluding federal holidays.
- 1.14 “**Check**” means a draft, payable on demand and drawn or payable through a bank chartered by a state or the United States, whether or not negotiable, handled for forward collection, including a substitute check, payable in United States dollars.
- 1.15 “**Component**” has the meaning set forth in Section A.4.11.
- 1.16 “**Confidential Information**” has the meaning set forth in Section A.7.
- 1.17 “**Device**” has the meaning set forth in Section A.4.8.
- 1.18 “**Digital Banking Services**” has the meaning set forth in Section B.2.
- 1.19 “**Digital Password**” means the password credential used in connection with the User ID to access Services.
- 1.20 “**EFTA**” means the Federal Electronic Funds Transfer Act, 15 U.S.C. Section 1693, et. seq. and Federal Reserve Regulation E, 12 C.F.R. Part 205.
- 1.21 “**Enhancements**” has the meaning set forth in Section A.16.

- 1.22 “**ENR**” means the ACH Standard Entry Class code “Automated Enrollment Entry”.
- 1.23 “**Entry**” has the meaning given in the Rules.
- 1.24 “**Improvements**” has the meaning set forth in Section A.16.
- 1.25 “**Item**” means a Check, draft, note or other negotiable instrument.
- 1.26 “**NACHA**” means the National Automated Clearinghouse Association.
- 1.27 “**Payment Order**” means a request, order, instruction, or other directive for the payment, transfer, withdrawal, or disposition of funds from any Account, including a wire or funds transfer, or any amendment or cancellation thereof. The term “Payment Order” does not include any Item drawn, issued, deposited, or anything similar by Company.
- 1.28 “**Person**” means an individual, a corporation, a limited liability company, an association, a partnership, a trust or estate, a joint stock company, an unincorporated organization, a joint venture, a government (foreign or domestic), any agency or political subdivisions thereof, or any other entity
- 1.29 “**Primary Contact**” means the person or persons identified by Company on its Application and in Company’s authorizing resolutions and certified to Bank as the primary contact person for purposes of communicating with Bank regarding the Services and designating the Administrator and Authorized Users. The Primary Contact may also be the Administrator.
- 1.30 “**Related Agreement**” means any Addenda or Supplement to this Agreement for Services requested by Company from time to time, User Guides issued by Bank in connection with the Services, the Security Procedures Supplement, as well as any other schedules, supplements, or exhibits to the Addenda, Supplement, or the Application, the Account Terms and Conditions, and all other agreements, policies and disclosures issued by Bank and governing the Account, as they may be amended from time to time.
- 1.31 “**RTP**” real time payments made using The Clearing House Association’s Real-Time Payment network.
- 1.32 “**Rules**” means the NACHA Operating Rules and Guidelines, as they may be amended from time to time.
- 1.33 “**Security Enhancements**” has the meaning given it in the Security Procedures Supplement.
- 1.34 “**Security Procedures**” means all of the security requirements described in the Security Procedures Supplement attached hereto as **Schedule I**, whether mandatory or discretionary, as well as those additional procedures that may be described in a Services Addendum.
- 1.35 “**Service**” or “**Services**” has the meaning set forth in the preamble to this Agreement.
- 1.36 “**Services Addendum**” or “**Services Addenda**” or “**Addenda**” means any addendum or supplement with respect to one or more of the Services, and issued in connection with this Agreement from time to time, as agreed to by Bank and Company.

- 1.37 “**Transaction**” means any transaction on an Account, including a deposit, withdrawal, or funds transfer made electronically by use of the Digital Banking Services.
- 1.38 “**UCC**” means Ind. Code Ann. § 26-1-4.1-101, et. seq.
- 1.39 “**User Guide**” means one or more operating manuals or guides provided by Bank to Company, either online or in hard copy, in connection with certain of the Services set forth herein to assist Company in using such Services.
- 1.40 “**User ID**” means Company’s user identification registered in connection with Services.
- 1.41 Unless otherwise defined in this Agreement, any capitalized term used in this Agreement shall have the meaning ascribed by the Rules.
- 2 **Applicability.** This Agreement applies to any Services Bank provides Company in connection with an Account. Bank has the sole discretion to determine whether Company or any Account is eligible for any Service and may withdraw any prior eligibility determination at any time. Company or an Account may not be eligible for all Services.
- 3 **Incorporation; Order of Precedence; Rules of Construction.**
- 3.1 The terms and conditions of this Agreement are incorporated into, and binding upon, each Related Agreement. This Agreement and any applicable Related Agreements are intended to be read as complementary to one another. To the extent of a direct conflict between the Agreement and any Related Agreement, the Related Agreement shall control unless otherwise stated.
- 3.2 In the event performance of the Services provided herein in accordance with the terms of this Agreement or any Related Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the Transactions contemplated by this Agreement, then this Agreement and any relevant Related Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment.
- 4 **Standard Terms for Services.** This section sets forth the standard terms and conditions which apply to Company’s use of any Services.
- 4.1 **Digital Passwords.**
- (a) Bank is entitled to act upon instructions received with respect to any Service under Company’s User ID and Digital Password and without inquiring into the identity of the person using the Digital Password. Company shall immediately change its Digital Password upon the first login. Company agrees that it will not under any circumstances disclose its Digital Password to anyone, including anyone claiming to represent Bank. The Company acknowledges that no one from Bank will ever ask for a Digital Password, and that Bank employees do not need the Digital Password for any reason.
- (b) Company is liable for all Transactions made or authorized with the use of its User ID and Digital Password. Bank has no responsibility for establishing the identity of any person who uses the User ID and Digital Password. Company agrees that providing the User ID and/or Digital Password to anyone or failure to safeguard its secrecy is done at its own risk. Should any fraudulent or unauthorized Transactions occur as a result of the Company providing its

User ID and/or Digital Password to anyone, Bank shall not be liable for any losses incurred by Company in connection therewith. The Digital Password can be changed within the Digital Banking Services portal. Bank recommends that the Company regularly change its Digital Password. Company agrees that if it suspects the secrecy of its Digital Password has been compromised, Company will immediately notify Bank of that fact and will immediately change the Digital Password.

- 4.2 **Indemnity.** Company hereby agrees to indemnify, release, and hold Bank harmless from any and all liability, and hereby agrees to waive any claim against Bank or bring any action against Bank, relating to its honoring or allowing any actions or Transactions that were conducted under Company's User ID and Digital Password, except to the extent permitted under Regulation E.
- 4.3 **Authorization.** By directing Bank, through the use of any Service initiated with Company's User ID and Digital Password, to transfer funds or make a payment of any kind, Company authorizes Bank to withdraw from the designated Account the amount of funds required to complete the transaction. Requests for new Account Services, instructions to change existing Account information or Services, and any other communications received by Bank through the Digital Banking Services portal to amend, modify, supplement, extend, terminate, or otherwise adjust the Services shall constitute legal endorsements, and shall have the same force and effect as a signed written instruction.
- 4.4 **Errors.** In case an error is discovered or in case of questions about a Transaction made using the Services, Company is directed to contact the One Call Center at (888) 522-2265, write to Lake City Bank, Client Protection Services, PO Box 1387, Warsaw, IN 46581-1387, or email Bank at lcbdirect@lakecitybank.com as soon as Company can, but (with the exception of any error or problem involving an unauthorized ACH Debit Entry to an Account) in no event later than 1 calendar day after the FIRST statement is issued on which the problem or error appeared. Any such communications should include: The name of each Account holder on the Account. **IMPORTANT – Do NOT include Company's Account number if contacting us via email since email is not a secure form of communication.** Describe the error or the Transaction Company is unsure about, and explain as clearly as possible why Company believes it is an error or why Company needs more information. Tell Bank the dollar amount of the suspected error. If Company informs Bank verbally, Bank may require Company to submit their complaint or question in writing within 10 Business Days.
- 4.5 **Investigations.** Bank will inform Company of its investigation within 10 Business Days (5 Business Days if involving a Visa® transaction) after Bank is notified by Company and will correct any error promptly. If Bank requires additional time to complete an investigation, however, Bank may take up to 45 calendar days to investigate Company's complaint or question. If Bank decides to do this, Bank will credit Company's Account within 10 Business Days (5 Business Days if involving a Visa® transaction) for the amount Company reasonably believes is in error, so that Company will have the use of the money during the time it takes Bank to complete its investigation. If Bank requests Company to put its complaint or question in writing and Bank does not receive it within 10 Business Days thereafter, Bank may not credit Company's Account. For errors involving new Accounts, point-of-sale, or foreign-initiated Transactions, Bank may take up to 90 days to investigate Company's complaint or question. For new Accounts, Bank may take up to 20 Business Days to credit Company's Account for the amount Company reasonable believes is in error. If Bank decides that there was no error, Bank will send Company a written explanation within 3 Business Days after Bank finishes its investigation. Company may request copies of the documents that Bank used in its investigation.

4.6 Liability Stemming from Incomplete Account Transfers. If Bank does not complete a transfer to or from Company's Account on time or in the correct amount according to Company's instructions, subject to any other limitations on liability in this Agreement, Bank will be liable for Company's actual losses or damages. Bank shall not be liable should any of the following occur:

- (a) If, through no fault of Bank, Company does not have enough money in its Account to complete the Transaction.
- (b) If the Transaction would exceed the limit of Company's overdraft privileges (if available).
- (c) If the Service was not working properly and Company knew about the breakdown when it started the Transaction.
- (d) If circumstances beyond Bank's control (such as fire or flood or other force majeure) prevented the Transaction, despite reasonable precautions that Bank has taken.
- (e) If a court order or other legal proceeding prevents Bank from making a Transaction.
- (f) If Company does not properly complete the deposit or payment form.
- (g) If Company does not provide the correct information when using the Service.
- (h) If Bank is provided with incomplete or inaccurate information from external sources involved in processing the transfer, payment, or direct deposit.

The foregoing exclusions to our liability for Bank's failure to complete a transfer to or from Company's Account in a timely manner or in the correct amount are in addition to any other exclusions, exceptions or limitations to Bank's liability set forth in this Agreement, any Related Agreement, or the Account Terms and Conditions.

4.7 Security Risks. There are security risks associated with the use of the Services. The hardware and software that Company uses in connection with the Services may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. Bank is not responsible for advising Company of the existence or potential effect of such malicious code, and Company's use of its hardware and software is at its own risk. The Bank will use commercially reasonable efforts to secure the portions of the Services under Bank's control to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite Bank's efforts, the security of the Service could be compromised or malicious code could be introduced by third parties. The Bank will provide Company with notice if Company's information is the subject of a security breach as required by Applicable Law.

4.8 Devices; Security. Company acknowledges and agrees that it is Company's responsibility to protect itself and its cellular or mobile device ("**Device**") and to be vigilant against email and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). Company acknowledges that Bank will never contact Company by email or text message to ask for or to verify Account numbers, security Devices, or any sensitive or Confidential Information. In the event Company receives an email, text message, or other electronic communication that it believes, or has reason to believe, is fraudulent, Company agrees that it shall not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or

otherwise comply with any instructions in the communication. To the extent allowed by law, Company agrees that Bank is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, email, text message or internet fraud.

4.9 **Internet Access.** To access the Services, Company must maintain at least one Account with Bank, access to internet services, and an email address. Upon receipt of a completed Application and its verification of the information contained therein, Bank will provide written confirmation to Company of its enrollment in the Services. The Services are accessed via the internet by logging into Bank's website using a user identification and password. Bank will communicate an assigned user identification and Digital Password directly to the Primary Contact.

4.10 **Changes to and Interruption of the Services.** Bank may on a regular basis perform systems maintenance which may result in interrupted service or errors in the Services, or affect the scope of Services available from time to time. Bank will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided.

4.11 **Components.** In order to use a Service, Bank may provide, or Company may be required to obtain appropriate equipment that may include a Check scanning device, hardware or software, telecommunication services, access to the internet, and/or Devices (each a "**Component**") as Bank may specify. The necessary Components may vary from Service to Service and the Components for one Service may not work or be sufficient for another Service. Unless Bank has agreed otherwise, Company shall be solely responsible for obtaining any necessary Components, ensuring that each Component conforms to the standards established by Bank, and for all maintenance and operation of any Component necessary for performing any Service. Company shall be solely responsible for all costs or expenses, one-time and re-occurring, related to the Components. Bank makes no representations or warranties concerning, and has no responsibility or liability for any Component, regardless of whether Bank specified, mandated, provided, delivered, or otherwise makes available any Component. Company assumes sole responsibility for any and all loss, damage or injury arising with respect to any Component, or with respect to a security breach. Company has considered and assumes all risks, including potential malware, viruses, or anything similar, associated with the availability or security of or access to the internet.

4.12 **Text Banking.** The Digital Banking Services mobile app combined Company's Devices' text messaging capabilities allows Company to access its Account with its Device. With Text Banking, Company is able to review current Account balances and Transaction history. For help, text "HELP" to 79680. To cancel Company's plan, text "STOP" to 79680 at any time. In case of questions please contact customer service at lcbdirect@lakecitybank.com or call (888) 522-2265. These Services are separate and apart from any other charges that may be assessed by Company's wireless carrier for text messages sent to or received from Bank. Company is responsible for any fees or other charges that its wireless carrier may charge for any related data or message services, including without limitation for short message service (text messaging). These Services are provided by Bank and not by any other third party. Company and Bank are solely responsible for the content transmitted through the text messages sent to and from Bank. Company must provide source indication in any messages it sends to Bank (mobile telephone number, "From" field in text message, etc.).

5 **Additional Services.**

5.1 **Services Addenda.** Company may request that Bank make available to it certain digital banking services and treasury management Services as indicated on an Application (as the same may be

amended from time to time). Bank agrees to provide the Services for use with the Accounts, subject to the terms and conditions set forth herein and in the applicable Addenda.

5.2 **Application Procedure.** Upon receipt of the signed Application and verification of Company Account information, Bank will send to Company, either by email, U.S. mail, or in person, confirmation of Bank's acceptance of Company's Application, and such accepted Application will be incorporated by reference herein. If Company requests, and Bank agrees to provide, additional Services in the future, they will be subject to this Agreement, as well as any Services Addenda or schedules or User Guides relating thereto.

6 **Security Procedures.**

6.1 Company and Bank shall comply with the Security Procedures requirements described in the Security Procedures Supplement, attached hereto as **Schedule I** and incorporated herein by reference, with respect to the Services, as well as any additional Security Procedures unique to the Services as may be more fully described in a Services Addendum or User Guide. Bank may change or amend the Security Procedures from time to time. Bank will provide at least 15 days prior written notice to Company of any material changes, unless in Bank's sole judgment a shorter notice period is necessary. Company's continued use of the Services will affirm its agreement to the amended Security Procedures Supplement. Company is required to follow the Security Procedures in connection with its use of the Services for which it has enrolled, and will establish one or more User ID's, Digital Passwords, and/or other means of identification and authentication (each, an "**Access Credential**"). Company acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a funds transfer or other aspect of the Services request. No Security Procedure for the detection of any such error has been agreed upon between Bank and Company. Company is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized funds transfers. Company warrants that no individual will be allowed to initiate funds transfers or instructions with respect to the Services in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and Access Credentials and related instructions provided by Bank in connection with the Security Procedures. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Bank immediately followed by written confirmation in accordance with notice procedures set forth below. The occurrence of unauthorized access will not affect any funds transfers or Services delivery made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized funds transfers. Company warrants that the computer hardware it uses to initiate and transmit funds transfers possesses, and will be updated as required from time to time to possess, state-of-the-art computer software (such as anti-spyware and anti-virus software) to help prevent the theft or unauthorized use of Company's Access Credentials.

6.2 Each time Company uses the Services, Company warrants that Bank's Security Procedures are commercially reasonable (based on the normal size, type, and frequency of Company's Transactions). Some of the Services allow Company or Company's Primary Contact to set transaction limitations and establish internal controls. Company's failure to set such limitations and implement such controls increases Company's exposure to, and responsibility for, unauthorized Transactions. Company agrees to be bound by any funds transfer or Payment Order or instruction Bank receives through the Services, even if the order is not authorized by Company, if it includes

Company's Access Credentials or is otherwise processed by Bank in accordance with Bank's Security Procedures.

6.3 Company agrees to: (i) comply with the Security Procedures; (ii) take reasonable steps to safeguard the confidentiality and security of (a) the Security Procedures and Company's Access Credentials, (b) any User Guide for the Services provided to Company, and (c) any other Confidential Information Bank provides to Company in connection with the Services; (iii) closely and regularly monitor the activities of its Administrator, any Authorized Users, or any other employee who can access the Services, and exercise proper supervision and safeguards and maintain internal control procedures to safeguard against unauthorized online banking or electronic funds transfer activity; and (iv) notify Bank immediately if Company has any reason to believe any of the Security Procedures or Access Credentials have been compromised in any way. The occurrence of unauthorized access will not affect any funds transfers or Services delivery made in good faith by Bank prior to receipt of notification of unauthorized access or the compromise of Security Procedures within a reasonable time period to prevent unauthorized funds transfers. Company warrants that the computer hardware it uses to access the Services possesses state-of-the-art computer security software (such as anti-spyware and anti-virus software), and that it will update such software as updates are released by the manufacturer.

7 **Confidential Information and Proprietary Right In Data.** All information of a business nature disclosed by either party to the other in connection with this Agreement and the Services Addenda is confidential, including Access Credentials and the Security Procedures, ("**Confidential Information**"). Neither party shall without the express written consent of the other, disclose or permit access to any such Confidential Information by any person, firm or corporation and each party shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such Confidential Information to persons required to have access thereto for the performance of this Agreement, or to any other party to which Bank may be required by law to report such information. Company agrees to hold confidential and to use only in connection with the Services provided under this Agreement and any Services Addenda, all information furnished to Company by Bank or by third parties from whom Bank has secured the right to use the Services, including, but not limited to, Bank's product and Service pricing structure, system design, programming techniques or other unique techniques. Bank and Company's obligations and agreements under this paragraph shall not apply to any information supplied that: was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is acknowledged and agreed by the parties hereto that the performance of said Services is or might be subject to regulation and examination by authorized representatives federal and state banking regulators and Company agrees to the release of Company's reports, information, assurances, or other data as may be required by them under Applicable Law. Company agrees that any specifications or programs developed by Bank in connection with this Agreement, any Services Addenda supplied or made available to Company by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.

8 **Recording and Use of Communications.** Company and Bank agree that all telephone conversations or data transmissions between them or their agents and Bank made in connection with this Agreement and any Addenda may be electronically recorded and retained by either party by use of any reasonable means.

9 **Accounts and Authorization.**

9.1 Concurrent with or prior to Company's delivery of this Agreement to Bank, Company shall provide Bank with evidence satisfactory to Bank of Company's authority, and the authority of its Primary Contact, Administrator, and Authorized Users, as applicable, to execute and perform its obligations hereunder, which shall consist of Company's authorizing resolutions and incumbency certificate certified by its corporate secretary or similar officer, and such other documents as Bank may reasonably require. Bank is entitled to rely upon such evidence and upon amendments thereto executed by an authorized person.

9.2 Company's Application may list certain Accounts that Company wishes to access with the Services. If it includes Accounts of Company's parent, subsidiaries or affiliates, Company represents to Bank that these companies have authorized Company and Company's Primary Contact or Administrator to access their Accounts through the Services in the same manner as Company's own Accounts. Company agrees to provide Bank with the written Authorization, in form and substance acceptable to Bank, evidencing that authority and to notify Bank immediately in writing of any change to that Authorization. Company may need to designate certain Accounts for specific purposes in connection with some of the Services. If Company links more than one Account to Bank's wire or ACH Services, for example, Company will need to specify on its Payment Orders the Account from which funds transfers should be made.

9.3 Company shall designate a Primary Contact in the Application (and an Administrator, at Company's option or if directed by Bank) with the authority to determine who will be authorized to use the Services on Company's behalf. The Primary Contact shall establish separate Access Credentials, where required by the Services, for Company and each Administrator and Authorized User, as well as limits on each Authorized User's authority to access information and conduct Transactions, subject to any maximum limitation imposed by Bank on Company. Company assumes sole responsibility for the actions of its Primary Contact and/or Administrator, the authority he or she gives to Authorized Users to act on Company's behalf, and the actions of the Authorized Users to access the Services. Company may change the appointment of Primary Contact, Administrator, or Authorized Users by immediately notifying Bank in writing (or via the Services) of any change in the identity or Authorization levels of any person so appointed.

9.4 Company or its Primary Contact shall designate on the Application which Accounts will be utilized for Services payments and funds transfers. Some funds transfers require only one signature, while other funds transfers may require two or more signatures. For Accounts with two signatures required on the core, we are "by-passing" that coding for online Transactions such as internal transfers and Bill Payments. ACH and wires would require two users but not necessary any of the two signers. Bank reserves the right to require only one, or more than one signature to effect any funds transfer at its sole discretion.

9.5 In providing any Service, Bank is entitled to rely solely on the information, representations and warranties provided by Company pursuant to this Agreement, the Application, any signature card, or any other documentation provided by Company in connection with an Account or Service, and Bank shall not be responsible for the accuracy or completeness thereof.

10 **Financial Information.** Unless otherwise specified in a Services Addendum, upon request by Bank, Company will furnish to Bank Company's most recent financial information, including without limitation balance sheets, income statements, and cash flow statements as of the close of the most recent fiscal year. Additionally, Bank may request and Company shall furnish quarterly statements consisting of balance sheets, cash flow statement, and income statements, for such period, in reasonable detail,

prepared in accordance with generally accepted accounting principles consistently applied, and Company represents to Bank that any such statements are true and correct in all material respects when furnished to Bank.

11 Fees and Charges.

11.1 So long as this Agreement remains in effect, Company agrees to pay to Bank fees (“Fees”) for the Services in accordance with the then current Bank fee schedule (“**Bank Fee Schedule**”), or such other fees and charges as may be agreed upon from time to time by Company and Bank. Bank shall have the right to increase or decrease Fees and charges imposed for Services without prior written notice, and Company’s continued use of the Services will be considered evidence of its agreement to such increase or decrease; however, Bank will to the extent commercially reasonable provide Company prior notice of any changes in Bank Fee Schedule or any other agreed upon fees. Company may incur charges to receive internet service on its Device. Company may also incur charges from its wireless carrier when sending and receiving text messages. Company will be responsible to its wireless carrier for any such internet or text messaging charges. Company is also responsible for the costs of any communication lines, data processing, or other charges payable to third parties, as disclosed to Company by Bank from time to time. Company shall be responsible for the payment of any sales, use, excise, value added, or other similar charges relating to the Services. Fees for the Services will be charged and collected as designated on the Application or as otherwise may be communicated by Bank to Company. Special or additional Services performed at Company’s request will be subject to such additional terms and fees as Bank and Company may agree.

11.2 All charges for the Services may be subject to Account analysis calculations and billing, through an Account chosen by Company. Company authorizes Bank to deduct any charges for Services, maintenance and use of uncollected funds from the designated Account, even if such deduction causes an overdraft to the Account. If Company closes the designated Account, Company must notify Bank prior to the end of the month in which the Account closes with information as to the new designated Account to receive the charges. Upon failure to notify Bank of the Account closure, Bank will designate another Account, owned by Company, from which to collect the charges owed. Likewise, if Company is billed and is 90 days or more past due on payment, Bank is authorized to deduct these charges from the Account then designated by Bank. Should Company fail or refuse to pay any charges under this Agreement, Company agrees to pay any collection costs (including reasonable attorney’s fees) which may be incurred by Bank.

12 Access to Account Data. Some of the Services provide Company with balance and other Account information. Since certain information and Transactions are not processed by Bank until after the close of its Business Day, some Transactions may not be reflected in Bank’s system until the next Business Day. Posted Items may be reversed due to insufficient funds, Stop Payment Orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. All deposits are received subject to Bank’s receipt of final payment. Bank may revoke any provisional credit given to Company if final payment is not received. Bank may agree with other banks, clearing houses, or other parties to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by law. Bank has the sole discretion to determine the method of collecting Items, including electronically, and may use vendors, third party service providers, or other banks in the process. (See Bank’s policy on funds availability for more information on when deposited funds will be available for withdrawal). The Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in its information system. If Company is unable to access Bank’s system for any reason, Company should call the One Call Center at **1-888-522-2265** or contact its relationship manager or branch of Account for loan and deposit information.

13 **Statement Review; Notification.**

13.1 Bank will issue Account statements and other advices to Company on a periodic basis. Account statements and advices may be mailed or made available electronically to Company and will be the official record of Company's Account. Company must promptly review all Account statements and other advices received from Bank. Company must notify Bank of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account statement or advice on which that Item was reported to have been paid. Company must notify Bank of any errors, alterations, discrepancies, or unauthorized Transactions, including Payment Orders and Items, to Bank in writing within ten (10) calendar days from the date of the statement or other advice containing such is mailed or otherwise made available to Company by Bank. Company agrees that an Image of an Item or information identifying the Item (e.g. Item number, amount, and date of payment) is a sufficient substitute for the actual Item. Company must provide Bank with all information necessary for Bank to investigate and must provide all supporting evidence and/or documentation as Bank requests. If Company fails to act as provided in this Section, Company will have failed to exercise reasonable promptness in reviewing such Account statement and advices and shall be precluded from asserting any error, discrepancy, or unauthorized Transaction, including any loss of interest in connection therewith, and Bank is not required to reimburse Company.

13.2 Notwithstanding Section A.13.1 above or any other provision of this Agreement, Company must notify Bank of any unauthorized ACH Debit Entry to an Account immediately, but in no event later than the Business Day following the Business Day on which the unauthorized ACH Debit Entry was posted. If Company fails to notify Bank as provided in this Section, Company's sole recourse will be with the Originator of such ACH Debit Entry. Bank recommends that Company review all Account activity, including ACH Entries, on a daily basis.

13.3 Bank may make certain information regarding Company's Account and Services, including Payment Orders and balances, available to Company prior to the issuance of an Account statement or advice. This may include through the Digital Banking Service or Mobile Deposit Services. Bank shall not be responsible for and disclaims all liability for Company's reliance on this information, including balance information. This information may be provided by third parties or otherwise not within Bank's control, and updated or corrected from time to time.

14 **Cutoff Hours and Business Days.** A number of the Services are subject to processing cutoff hours as described in this Agreement, the Application, or the Services Addenda. Such cutoff hours are subject to change at Bank's discretion and upon notice to Company. Instructions received after the cutoff hour or on a non-Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions. The Bank will endeavor to notify Company in advance in the event the Services will be unavailable due to scheduled maintenance.

15 **Information Processing and Reporting.**

15.1 A number of the Services offered by Bank require Bank to receive, process and report information involving Company's Account and Transactions. Bank will not be responsible for determining the accuracy, timeliness or completeness of any information that Company or others provide to Bank. Bank will not have a duty to interpret the content of any data transmitted to Bank, except to the limited extent set forth in this Agreement, but Bank will review funds transfer requests for consistency with NACHA format requirements where necessary. Unless otherwise agreed in writing, Bank will not be required (by means of any Security Procedure or otherwise) to detect

errors in the transmission or content of any information Bank receives from Company or third parties.

15.2 Company assumes the sole responsibility for providing Bank with complete and accurate information in the form and format that Bank requires (e.g., in connection with wire and ACH Transfers). Bank is not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by Company or Company's agents. For example, if Company gives Bank a wire funds transfer instruction that is incorrect in any way, Company agrees that Bank may charge Company's Account for the payment whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Company's funds transfer or payment instructions.

15.3 Company must accurately describe Transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in funds transfer and payment instructions. If Company describes any beneficiary or institution inconsistently by name and number, other institutions and Bank may process the Transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

15.4 Company acknowledges that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, Company agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors, including without limitation the Security Procedures. Unless otherwise required by law, Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's own expense. Company agrees to maintain adequate backup files of the data Company submits for a reasonable period of time in order to facilitate any needed reconstruction of Company's Transactions (e.g., in the event of a telecommunications failure). If Bank is unable to provide a Service for any reason, Bank will promptly inform Company of the problem and will take reasonable steps to resume processing.

16 **Improvement or Enhancements.** If at any time after Company has begun using the Services, Improvements or Enhancements as requested by Company or made available without request, Company will have the option to purchase these Improvements or Enhancements. The cost of such Improvements or Enhancements will be as quoted by Bank from time to time. As used herein, "**Improvements**" means any additions or modifications made to or in the Services which improve the efficiency or effectiveness of the basic Service, but do not change the Functions of the Service or create new Services. The term "**Enhancements**" means changes to the basic Functions or additions to the basic Functions of the Services.

17 **Company Representations and Warranties; Indemnification.**

17.1 Company makes the following representations and warranties to Bank:

- (a) With respect to Services that include funds transfers, as to each and every funds transfer initiated by Company, Company represents and warrants, and will be deemed to have represented and warranted at the time each funds transfer is initiated by Company, that (i) Company has complied with all aspects of each funds transfer required by this Agreement and by any rules and regulations applicable to the funds transfer, including without limitation the Rules, (ii) any Authorization for a funds transfer is operative at the time of transmittal by Bank

as provided herein, and (iii) each funds transfer shall in no way violate any federal, state or local statute or regulation pertaining to electronic funds transfers including the EFTA to the extent applicable, the sanctions law administered by OFAC, and all such other laws and regulations, nor shall any such funds transfer hereunder be a Transaction made in connection with an internet gambling business.

- (b) The individual signing on behalf of Company below has been duly authorized by Company to enter into this Agreement with Bank, and to execute any and all documents, including this Agreement and the Addenda, as are necessary or appropriate in connection therewith, and that such Authorization is reflected in Company resolutions furnished by Company to Bank.
- (c) The individual(s) signing below on behalf of Company certifies and warrants that they have taken all action required by the organizational documents of Company to authorize the individuals designated on Company's Application to act on behalf of Company in all actions taken under this Agreement.
- (d) The Primary Contact is empowered in the name of, and on behalf of, Company to enter into all Transactions contemplated in the Agreement and any Addenda thereto including, but not limited to, the selection of Services, the appointment of Administrators to act on behalf of Company in the delivery of Services, the signing of additional documentation necessary to implement the Services and giving Company instructions with regard to any Service, including without limitation, online banking, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any Account Company may maintain with Bank. The Bank may, at its discretion, require Company to execute additional documentation to implement or amend certain Services. In such cases, documentation necessary to implement or amend such Services shall be signed by the Primary Contact. The Bank is entitled to act in reliance upon the Authorizations in this Agreement until it receives written notice of their revocation and has a reasonable opportunity to act thereon.
- (e) If Company, its Primary Contact, Administrator, and/or Authorized Users are taking action on behalf of any subsidiary, affiliate, or other third party, Company, its Primary Contact, Administrator, and/or Authorized Users has been duly authorized to take action on behalf of and by such subsidiary, affiliate or other third party.
- (f) Prior to submitting any information to Bank about individuals related to Company (including Primary Contact, Administrator, and Authorized Users), Company has obtained any consent from or made any disclosure that may be required by Applicable Law or agreement for Bank to process or use such information in providing the Services. If a particular Service requires an additional Application, and if more than one Application is on file, Bank may rely on the most recently dated Application for that Service. Bank is entitled to rely upon an Application for a Service until a subsequent duly authorized Application is executed by Company and accepted by Bank.
- (g) Any deposits, files, postings or delivery of any information or data of any kind whatsoever to Bank do not contain any malicious code commonly known as anomalies, time bombs, viruses, trapdoors, worms, Trojan horses or anything similar constituting of computer instructions which may have the effect or be used to access, alter, delete, damage or disable the Services, other websites, Bank's or Bank's customers' information or other property (including, without limitation, all of Bank's data, software and computer servers). The presence of any such malicious code in any deposits, files, postings or delivery of any information or data to Bank will be presumed to have come from Company.

(h) It will not, and will not attempt to, with regard to any Account, any Service, or any part thereof, or anything provided or made available to Company by Bank in connection therewith, including documentation, technology, hardware, or software, (1) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets (2) use in a manner that is prohibited by any law (including the US Patriot Act of 2001 and the Enterprise Secrecy Act of 1970, as each may be amended), regulation or applicable contract or that violates any third party's rights or that facilitates the violation of any law, regulation, applicable contract or third party rights; or (3) transmit any unlawful, harassing, libelous, abusive, threatening, harmful, malicious, or otherwise objectionable material of any kind.

17.2 Company shall indemnify Bank and its parent company, affiliates and subsidiaries, and their respective directors, officers, employees and agents, and hold them harmless from and against any claims, demands, losses, liabilities, costs or expense (including reasonable attorney's fees and expenses) directly or indirectly resulting from or arising out of (i) any breach of any of the foregoing representations, warranties or agreements; (ii) Bank's actions or omissions, if they are in accordance with Company's instructions or the terms of this Agreement or any Services Addenda hereto, or any Applicable Law, or court order; (iii) the actions or omissions of Company, its agents or employees; or (iv) Company's internal fraud, external fraud or other unauthorized access to any Account or Service. This indemnification obligation shall survive the termination of this Agreement.

18 Responsibilities of Bank; Limitation of Liability.

18.1 Bank will perform the Services in accordance with reasonable commercial banking standards prevailing for similarly situated financial institutions. Bank shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to the Agreement, and shall not be responsible for the accuracy or completeness thereof.

18.2 In addition to greater limitations on Bank's liability that may be provided in any Addenda to this Agreement, Bank's liability related to any Service shall be limited to Company's actual proven damages arising directly from Bank's gross negligence or willful misconduct. In no event shall Bank be liable for special, indirect, or consequential damages, including without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions, except as may be otherwise provided by law. Bank shall not otherwise be responsible for any action taken, allowed or omitted by or under the Agreement or for anything arising therefrom, or for any liability, loss, claim, or damage arising from: (i) Company's actions or omissions, or those of third parties that are not within Bank's immediate and reasonable control, including without limitation the actions of any third party network or services provider necessary for the performance of the Services; (ii) Company's negligence or breach of any agreement with Bank, including its failure to follow the Security Procedures; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank, or the misuse, theft, fraud or misappropriation of Access Credentials by Company, its employees, agents or any third parties; (iv) any error, failure or delay in the transmission or delivery of data, records, or Items due to a breakdown in any computer or communications facility; (v) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), pandemics (including, but not limited to the novel COVID-19 virus), or acts of God; (vi) causes beyond Bank's reasonable control; (vii) the application of any government or funds-transfer system rule, guideline, policy, law, guideline, restriction or regulation, or the order of any court of competent jurisdiction; (viii) the lack of Available Funds in Company's Account to complete a Transaction; (ix) Bank's inability to confirm to its satisfaction the authority of any person to act on Company's behalf; (x) Company's failure to follow any applicable software manufacturer's recommendations, Bank's Services instructions, or

Company's obligations with respect to the Security Procedures or its own Security Procedures; or (xi) actions or omissions of any third party not within Bank's immediate and reasonable control. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. There may be other exceptions to Bank's liability as stated in any Account Terms and Conditions or Services Addenda. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.

18.3 Bank does not make any representations or warranties with respect to the legal effect or sufficiency, under any federal, state, or local statute or regulation or other law, of any forms, documents or other matters provided by Bank from time to time in connection therewith.

18.4 Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate or at the rate currently paid on Company's Account affected by the error, if less for the period involved.

18.5 Company acknowledges that the Fees for the Services have been established in contemplation of: (a) these limitations on Bank's liability; (b) Company's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; (c) Company's agreement to notify Bank immediately in the event of (1) any compromise to its Security Procedures or Access Credentials, or (2) any unauthorized ACH Entry; and (d) Company's agreement to assist Bank in any loss recovery effort.

19 **Limited Warranties; Disclaimer.** BANK MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY ACCOUNT, SERVICE, COMPONENT, OR ANY THIRD-PARTY SERVICE PROVIDER OF BANK. NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT OR THE INTERNET WILL MEET THE NEEDS OR SPECIFICATIONS OF COMPANY. Bank AND ALL THIRD-PARTY SERVICE PROVIDERS OF BANK EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NEITHER THE BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT OR THE INTERNET WILL BE FREE OF DEFECTS, SAFE, SECURE OF ANY PARTICULAR QUALITY, OR PROVIDE ANY PARTICULAR LEVEL OF PERFORMANCE OR AVAILABILITY. EACH ACCOUNT, SERVICE OR COMPONENT IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THE BANK SHALL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.

20 **Records.** All related records used by Bank in rendering the Services shall be and remain its property. Upon termination of this Agreement, Bank will at Company's request make available information contained in such records then on hand. Any expenses incurred by Bank in doing so will be paid by Company.

- 21 **Electronic Signature Law.** The parties agree that Company's request, instruction, or notification in any form to receive additional Services, to modify the Services, or with respect to any other requirement or undertaking that this Agreement specifies must be in writing (each, an Authorization), when delivered by the Primary Contact, and whether delivered by fax or e-mail, shall be an indication of Company's intent to add additional Services and subject such Authorization to the terms of this Agreement. To the extent permitted by Applicable Law, any requirement of a further signed writing to make such Authorization a binding obligation of Company is expressly waived by Company. The parties also agree that, to the extent permitted by Applicable Law, transmission of such Authorization by e-mail or fax transmittal of an electronic copy of an Authorization containing the original or facsimile signature of an authorized representative of Company shall be sufficient to bind each party to the terms of this Agreement, and that an electronic reproduction of such Authorization shall be given the same legal effect as a written document signed by such Primary Contact.
- 22 **Termination.** Either party may terminate this Agreement and/or any Services Addendum for any reason effective thirty (30) days after written notice is given to the non-terminating party. Notwithstanding the foregoing, Bank reserves the right to suspend the Services or terminate this Agreement and/or any Services Addendum effective immediately without prior notice if (i) Company violates any term or condition of this Agreement, any Services Addendum, or the terms of any financing arrangement with Bank; (ii) Company fails to provide financial information reasonably requested by Bank; (iii) Company fails to maintain balances in Accounts sufficient to cover overdrafts; (iv) the confidentiality of Company's security codes or procedures are compromised; (v) Bank has reason to believe that an unauthorized Transaction or other fraudulent or illegal activity has taken or may take place involving any of Company's Accounts or any of the Services; (vi) Company becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (vii) any assignment for the benefit of creditors, levy, garnishment, attachment or similar proceeding is instituted against any property of Company held by or deposited with Bank; (viii) Bank is uncertain as to any person's authority to give Bank instructions regarding Company's Accounts or the Services; (ix) any of the Accounts are closed; or (x) Bank determines that it is impractical or illegal to provide any of the Services because of changes in Applicable Law or Rules. Any termination shall not affect any of Bank's rights and Company's obligations with respect to Services provided prior to such termination, including without limitation Company's indemnity and confidentiality obligations, or the payment obligations of Company with respect to Services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.
- 23 **Set Off.** Bank is authorized at any time to set off and apply any and all deposits, credits, funds, securities, assets, and properties held, and all other obligations and liabilities owing by Bank to, or for the account of, Company, against any and all obligations to Company now or hereafter owing or existing under the Terms in connection with any Account or Service, whether or not matured or liquidated. This shall be in addition to, and not in lieu of, any other rights or remedies Bank may have under common law, statute, or any other agreement. In addition to all liens upon and right to set off against Company's money, securities, or other property given to Bank by law, Company grants to Bank a contractual possessory security interest in Company's deposits, money, securities, and other property to secure the repayment of any overdraft or other obligation incurred by Company under this Agreement. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.
- 24 **Overdrafts.** Company agrees to maintain Available Funds in its Account sufficient in amount to cover in full all Payment Orders, including funds transfers, Bill Payments, and ACH Transactions, returns, reversals, and other amounts owed in connection with any of the Services. Bank, in its sole discretion, may (but shall not be obligated to) honor any Payment Order, instruction, wire transfer request, ACH Entry, or other message initiated through use of the Services that results in an overdraft of the Account.

Bank's allowance of any overdraft shall not obligate Bank to honor future overdrafts. Unless otherwise agreed in writing by Bank, any overdraft will be immediately due and payable by Company to Bank. If Bank permits an overdraft, Bank is authorized to charge interest on the amount of the overdraft, up to the maximum rate permitted by law, in addition to any applicable Fees. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.

- 25 **Restricted Transactions**. Company agrees that it will not initiate funds transfers that arise out of or concern any unlawful or fraudulent activities, including without limitation, unlawful internet gambling, online tobacco retailing, and any other Transactions as Bank may notify Company of from time to time.
- 26 **No Extension of Credit**. Nothing in this Agreement nor any course of dealing between Company and Bank constitutes a commitment or obligation of Bank to lend money to Company or obligates Bank to extend any credit to Company, to make a loan to Company, or otherwise to advance funds to Company to pay for any Payment Order contrary to Bank's published availability schedules.
- 27 **Consumer Transactions**. Company and Bank agree that if a Payment Order or Wire Transfer request is a portion of a funds transfer in which other portions are subject to the EFTA, all actions and disputes between Company and Bank concerning such Payment Order shall be determined pursuant to UCC Article 4A, as varied by this Agreement, and not the EFTA.

28 **Information**.

28.1 Company agrees to provide any information reasonably requested by Bank. Company understands that Bank may request any such information on behalf of a vendor or third party service provider selected by Bank, or authorize such vendor or third party service provider to request information directly from Company. Company authorizes Bank or any agents of Bank to investigate or request information from any third party regarding Company or the information or references given or any other statements or data obtained from Company in connection with this Agreement, any Service, or any of Company's owners, officers, Primary Contact, Administrator, or Authorized Users.

28.2 Company authorizes Bank to use or disclose any documentation or information, in respect of any Account or Service, Transaction or Payment Order, or Company itself, in order to provide the Services to Company, for compliance with legal and regulatory requirements, or for operational, risk management, or compliance with internal policies. This may include disclosure to (1) vendors or third party service providers of Bank; (2) auditors, advisors, and attorneys of Bank; (3) a proposed assignee of Bank; (4) examiners or other regulators; (5) law enforcement agencies; and (6) any judicial body, such as pursuant to subpoena or other court process.

28.3 All specifications, documentation, records, forms, systems, and programs used or offered by Bank and provided in connection with the Services are confidential and valuable and will remain the sole property of Bank. Company will not transfer, distribute, modify, or alter any such specifications, documentation, records, forms, systems, and programs. Company agrees to return all copies of all written and electronic documentation to Bank upon termination. Company shall retain no copies in any form.

28.4 Company will not, and will not attempt to, with regard to any Account, any Service, or any part thereof, or anything provided or made available to Company by Bank in connection therewith, including documentation, technology, hardware, or software, (1) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets (2) use in a manner that is prohibited by any law (including the US Patriot Act of 2001 and the

Enterprise Secrecy Act of 1970, as each may be amended), regulation or applicable contract or that violates any third party's rights or that facilitates the violation of any law, regulation, applicable contract or third party rights; or (3) transmit any unlawful, harassing, libelous, abusive, threatening, harmful, malicious, or otherwise objectionable material of any kind.

29 **Inter-Company Services/Authority to Transfer or Commingle Funds.** In the event Company requests Bank provide Services to a parent company, subsidiary, affiliate, or other commonly owned company, Company agrees that it shall be jointly and severally liable for such company's obligations under this Agreement and any applicable Addenda. Company represents and warrants that any and all transfers and commingling of funds required or permitted by any Service or requested by Company, and all other aspects of the performance hereby by Bank and Company, have been duly authorized by all necessary parties, including, without limitation, the Account holder of each Account, and that Company maintains as part of its business records, and will make available to Bank, upon reasonable request, for a period of seven years after termination of the Service, adequate documentary evidence of such Authorization from the Account holder of each Account, executed by duly authorized officer(s) in accordance with the Account holder's organizational documents and authorizing resolutions. Company further represents and warrants that each funds transfer or commingling of funds authorized hereunder is not a violation of any agreement, bylaw, or authorizing resolution of Company or any of its affiliates or subsidiaries, nor is it a violation of Applicable Law. Each representation and warranty contained herein shall be continuing and shall be deemed repeated upon Bank's affecting each funds transfer and commingling of funds authorized hereunder.

30 **Jury Trial Waiver.** COMPANY AND BANK EACH WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ADDENDA.

31 **Right of Audit.**

31.1 Company authorizes Bank to perform an audit of its operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company acknowledges and agrees that Bank shall have the right to mandate specific internal controls at any Company location(s) and require compliance with any such mandate as a condition of providing the Services.

31.2 Company agrees to conduct an audit (not less than annually) to ensure that any Confidential Information it obtains is protected by document management procedures that are in full conformity with the terms of this Agreement, and any Related Agreement.

31.3 Company agrees to provide Bank, within five (5) Business Days of Bank's request, a copy of: (a) the audit report derived from the audit undertaken by Company in order to comply with its obligations under Section A.31, and (b) Company's SSAS 16 report, or such other comparable report detailing the policies, controls, and procedures it has put in place. If Company refuses to provide the requested information, or if Bank concludes, in its sole discretion, that Company presents a risk that is unacceptable, or if Company refuses to provide Bank access to Company's premises, Bank may terminate this Agreement immediately.

32 **General Provisions.**

32.1 **Entire Agreement.** This Agreement, the Addenda, Security Procedures, and any other agreement, User Guide, procedure, Related Documents, or other documentation incorporated by reference, constitute the entire agreement between Bank and Company regarding the Services and

supersedes any prior agreement regarding the Services. No course of dealing between Bank and Company will constitute a modification of this Agreement or any Services Addendum, or constitute an agreement between Bank and Company regardless of whatever practices and procedures Bank and Company may use unless agreed to in writing signed by both parties.

- 32.2 **Amendments.** From time to time Bank may amend any of the terms and conditions contained in this Agreement or any Services Addendum, including without limitation, any cut-off time, any Business Day, and any of the schedules or supplements attached hereto upon reasonable written or electronic notice to Company or by any other method permitted by Applicable Law. Company's continued use of the Services after the expiration of the thirty-day period following such notification will indicate Company's agreement to be bound by the terms of any such amendment. Bank will make copies of the current versions of this Agreement, the Addenda for the Services, and the Security Procedures Supplement available upon request. Notwithstanding the foregoing, where an amendment or modification to this Agreement or any Related Agreement is required by or under Applicable Law, or by a regulatory authority with jurisdiction over Bank, or is, in our good faith opinion, necessary to preserve or enhance the security of a Service, Bank may modify this Agreement or the applicable Related Agreement by giving Company notice of the amendment or modification by any means permitted by Applicable Law, and the amendment or modification will be effective immediately upon Bank's giving such notice.
- 32.3 **Governing Law.** This Agreement and all Addenda hereto shall be construed in accordance with and governed by Applicable Law, as well as the laws of the state of Indiana, excluding its conflict of laws rules.
- 32.4 **Claims.** Company will notify Bank immediately of any claim, action or proceeding it receives against Company or Bank made by a third party, that any act or omission by Bank with respect to any Service has caused such third party to sustain any damage. Company will cooperate with Bank in any loss recovery effort and will assist in the defense or prosecution of any claim, action or proceeding.
- 32.5 **Waiver.** Any waiver of any provision of the Terms must be in writing to be effective. Bank's waiver of any right shall not be deemed a waiver of other rights or of the same right at another time.
- 32.6 **Independent Contractor.** Company acknowledges and agrees that the relationship between Bank and all vendors or third party service providers selected by Bank is that of independent contractor and they are not the agents, partners, joint venturers, or anything similar, of each other or Company. Unless otherwise explicitly agreed to in writing, none of Bank, vendor, or any third party service provider are responsible or liable for the acts or omissions of the others.
- 32.7 **Notices.** Unless otherwise provided for in a Services Addendum or User Guide, all notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be made in writing, if to Bank, addressed to the address designated below, and if to Company, delivered or mailed to Company's current primary Account address as reflected in Bank's records, unless otherwise indicated on the Application, or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some customers in electronic format, including posting to Bank's website, if requested and authorized, or appropriate.

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth Business Day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent

by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third Business Day after the day on which deposited in the mail.

32.8 **Assignment.** Company may not assign this Agreement or any of the rights or duties hereunder, to any person without the other party's prior written consent. Bank may assign, in whole or in part, and/or delegate any rights under this Agreement at any time.

32.9 **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of Bank and Company. No third party has any rights under this Agreement.

32.10 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.

32.11 **Severability.** In the event that any provision of this Agreement or any Related Documents shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Should any judicial body interpreting this Agreement or Related Documents deem any provision to be unreasonably broad in time, territory, scope or otherwise, the parties intend for the judicial body, to the greatest extent possible, to reduce the breadth of the provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

32.12 **Miscellaneous.** Use of "including" shall mean "including, but not limited to." Use of the singular form shall include the plural and vice versa, as the context requires. Headings used in this Agreement or any Related Agreements are for convenience only, and shall not be deemed a part thereof.

B. SERVICES

1.1 Definitions. The following terms in this Section B.1 shall have the meanings given them as follows:

1.1.1. **"Bill Payment"** has the meaning set forth in Section B.3.1.1.

1.1.2. **"Bill Payment Services"** or **"BPS"** are the Services offered as an option for users of the Digital Banking Services through which a Bill Payment may be made.

1.1.3. **"Digital Banking Services"** or **"DBS"** has the meaning set forth in Section B.2.

1.1.4. **"DBS Administrator"** means one or more Administrators with the specific authority to access and use the Digital Banking Services described herein only, appointed by the Primary Contact or the Administrator.

1.1.5. **"Functions"** has the meaning set forth in Section B.2.

1.1.6. **"Real-Time Basis"** means that a transfer made prior to 7:00 PM Eastern Time on a Business Day, reflected in the Account records at or near the actual time the transfer is made.

1.1.7. **“Stop Payment Order”** means an order requested by Company by means of the Services to stop payment on a Check against an Account.

2. **Digital Banking.** The digital online banking Services (the **“Digital Banking Services”** or **“DBS”**) provide Company with the capability to access information, transmit and receive communications, and initiate Transactions, and access Bill Payment Services, involving Company’s Accounts with Bank and/or third parties through the internet. The Digital Banking Services consist of the functions (**“Functions”**) made available by Bank from time to time as listed on the Application and selected by Company. Company agrees on behalf of itself and each of its Primary Contact, the Administrator, the Administrator, and the Authorized Users, to utilize the Security Procedures when making use of the Services.

2.1 **Availability; New Functions.** The availability of some of the Functions is subject to credit approval, may be limited by Bank, and may be subject to agreement by Company to the terms of any additional Addenda specific to such Functions. Bank may, from time to time, introduce new Functions to be included as part of the Digital Banking Services, and will make any such new Functions available to Company subject to Company’s agreement to be bound by any terms and conditions regarding the new Functions, as may be set forth in any amendment to this Agreement, or any Addenda submitted by Bank to Company in connection therewith.

2.2 **Limitations and Other Rules Applicable to Digital Online Banking Transactions.** The following limitations and other rules apply to the use of the Digital Banking Services:

2.2.1. Funds transfers or payments ordered through use of the Digital Banking Services may be refused if there are restrictions on Company’s right to withdraw funds from the Account from which the transfer or payment is to be made (for example, if two or more signatures are required on Checks or withdrawals written on the Account).

2.2.2. Bank may, in its discretion, require that any funds transfer or payment ordered through use of the Digital Banking Services consist of funds that are collected and available for withdrawal from the Account from which the transfer or payment is to be made.

2.2.3. When any order to Bank to make a funds transfer or payment given through use of the Digital Banking Services exceeds the amount of money available for withdrawal from the Account, Bank can either (i) make the transfer or payment, in which case Company will be liable for the excess, or (ii) refuse to make the transfer or payment. In either case, Company will be liable for any fee applicable to the withdrawal or attempted withdrawal when funds are not available.

2.2.4. For reasons of security, Bank can, at any time and without prior notice, refuse to honor any order to Bank to make a funds transfer or payment given through use of the Digital Banking Services if the funds transfer reasonably appears to be fraudulent or erroneous. For example, Bank can do so if, for reasons of security, Bank believes that it is advisable to limit the dollar amount or frequency of funds transfers or payments ordered through use of the Digital Banking Services.

2.2.5. If an order to make a funds transfer or payment through use of the Digital Banking Services contains an inconsistency between the name and account number or other identifying numbers of an Account, Payee, financial institution or other party, Bank may treat the number the Company provides as controlling and rely on it in processing the order.

2.2.6. Any funds transfers from any of Company’s internal loan accounts ordered through the Digital Banking Services will be subject to credit being available in the applicable loan Account when the order for a funds transfer is to be charged against the Account.

2.2.7. When an order for a funds transfer from any of Company's internal loan accounts given through Digital Banking Services is to be charged against the Account, if the amount of the transfer exceeds the amount of credit available under the Account, Bank can either (i) make the transfer, in which case the amount of the transfer will be considered to be credit extended under the Account, or (ii) refuse to make the transfer. In either case, Company will be liable for any applicable Fees.

2.2.8. Any transfer that will be processed through the ACH system may take up to three (3) Business Days to complete. Funds may not be available for Company in the Account specified for deposit until the third Business Day after the scheduled transfer date. If the scheduled transfer is on a recurring basis, the transfer will continue until either the specified end date or for the specified number of occurrences. If at the time of the specified transfer, funds are not available in the specified Account(s), the scheduled transfer may not be completed and Fees for insufficient funds or overdraft may be applied. Except as described in Section B.1.6, no order to Bank to make a funds transfer given through Digital Banking Services can be cancelled after it is given to Bank.

2.3 **eStatements.** If Company has selected the eStatements option, Bank will send Company email notice to Company of the availability of regular periodic statements in lieu of a paper statement. By use of the Digital Banking Services, Company can receive its statement in electronic format for all Accounts enrolled in the Digital Banking Services. Bank may also provide Company with initial and periodic Account disclosure information with respect to the Accounts in electronic format. If at any time Company wishes to change its eStatement option, change its email address, or receive a paper copy of its Account statement, it must provide Bank with notice through the Digital Banking Services. Additionally, in the event that Company is unable to access its statements or to otherwise view any of its Account information by use of the Services, it agrees to immediately notify Bank.

2.4 **Access to Account Information.** The DBS Administrator and Authorized Users may perform Functions as described in Section B of this Agreement, subject to any limitations on transfers or Functions set forth in this Agreement, the Application, or in the Account Terms and Conditions. The DBS Administrator and Authorized Users may access Accounts through use of the Digital Banking Services seven days a week. The DBS Administrator shall ensure that the Authorized Users follow all instructions provided to Company with respect to the Digital Banking Security Procedures. Any valid same-day or one-time transfer between Accounts initiated before 7:00 PM Eastern Time on a Business Day is processed on a Real-Time Basis and will be posted to the Account the same day. Any valid same-day or one-time transfer initiated after 7:00 PM Eastern Time on a Business Day or at any time on a Saturday, Sunday or banking holiday will be posted on the next Business Day, normally by 6:30 AM Eastern Time. All future-dated or recurring transfers scheduled for a Business Day will be posted on that date; all future-dated or recurring transfers scheduled for a Saturday, Sunday or banking holiday will be posted on the next Business Day. After a transfer request has been processed electronically, the transfer request cannot be deleted. Bank, in its sole discretion, may (but shall not be obligated to) honor any Item or funds transfer order initiated through use of the Services that results in an overdraft of the Account.

2.5 **Stop Payment Orders.** Company may issue a request for a Stop Payment Order on any Check issued by it on an Account (but excluding cashier's checks, official checks, or other cash equivalent Items). Any attempt to cancel or modify a funds transfer is subject to the terms of the ACH Originator Addendum. Stop Payment Orders submitted by use of the Services will be processed on a real time basis on the Business Day they are received. Notwithstanding the foregoing, Bank must receive the Stop Payment Order by a time which will give Bank a reasonable opportunity to act on it prior to its deadline for payment of the Item. STOP PAYMENT ORDERS WILL NOT BE EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER REQUEST WAS PLACED, BANK HAS ALREADY PAID THE ITEM, PROCESSED THE FUNDS TRANSFER, OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT ORDERS ARE

PROCESSED BY COMPUTER. BANK SHALL NOT BE LIABLE FOR ITS FAILURE TO ACT UPON A STOP PAYMENT ORDER PLACED IF THE CHECK NUMBER, ACCOUNT NUMBER, DATE OR DOLLAR AMOUNT PLACED ON THE STOP PAYMENT ORDER FOR THE COMPANY ARE NOT CORRECT. A STOP PAYMENT ORDER PLACED BY COMPANY BY MEANS OF COMPANY'S COMPUTER TERMINAL SHALL BE CONSIDERED TO BE THE EQUIVALENT OF A WRITTEN STOP PAYMENT ORDER FOR THE PURPOSES OF SECTION 4-403 OF THE UNIFORM COMMERCIAL CODE AS ENACTED IN INDIANA AND SHALL BE EFFECTIVE FOR ONLY SIX MONTHS UNLESS RENEWED.

2.6 **Authorization.** Company hereby certifies that: (i) the Administrator and the Authorized Users designated by Company on the Application, or as otherwise communicated by the Administrator to Bank by use of the Services from time to time, are the duly authorized agents of Company and that they are acting on behalf of Company in their authorized capacity; and (ii) the Administrator has full authority to appoint additional Authorized Users from time to time by use of the Security Procedures and other procedures set forth in the User's Guide.

3. **Bill Payment Services.**

3.1.1. **Use of Bill Payment Services.** In order to use the Bill Payment Services Function Company must be enrolled in the Digital Banking Services. Bill Payment Services allows Company to make one-time or recurring Check or electronic payments ("**Bill Payments**") from an eligible Account to individuals, other companies, or merchants Company designates as a payee ("**Payee**") to pay bills. Company authorizes Bank to utilize third parties to provide the Bill Payment Services to Company on Bank's behalf. If the designated Account does not have sufficient Available Funds to complete a Bill Payment, that Bill Payment may be refused. Bank reserves the right to refuse to make any Bill Payment, but will notify Company of any such refusal within two (2) Business Days following receipt of Company's payment instruction. Company may use Bill Payment Services to make Bill Payments up to a maximum of \$120,000.00 per payment and maximum daily limit of \$120,000.00. Bank reserves the right to change the maximum Bill Payment and daily limits. By furnishing Bank with the names and addresses of a Payee, Company authorizes Bank to follow the instruction to each Payee submitted via Bill Payment Services. Company will instruct Bank when to send the Bill Payment by selecting a "Send on Date." The date the Bill Payment is sent by Bank is called the "Process Date." When Bank receives a Bill Payment instruction, Bank will start the transfer of funds to the Payee on your behalf and debit the applicable Account on the Send on Date. All payments made through Bill Payment Services will be processed pursuant to regulations concerning preauthorized payments contained in the EFTA (as applicable) and the Rules. Company agrees not to use Bill Payment Services to initiate any form of Bill Payment that may result in an International ACH Transaction ("**IAT**"), and acknowledges that such Bill Payments are specifically prohibited under this Agreement. All other Bill Payments made through Bill Payment Services will be processed in compliance with Regulation CC (12 CFR § 229) and Applicable Law.

3.1.2. **Fees.** The use of Bill Payment Services is subject to the Bank Fee Schedule. Company agrees to pay any Fees for the Bill Payment Services as provided in the Bank Fee Schedule, as amended from time to time.

3.1.3. **Scheduling Payments.** Bill Payments should only be scheduled to be paid on a Business Day. If Company attempts to schedule a Bill Payment to be paid on a non-Business Day, the scheduled Bill Payment will be deemed to be the first Business Day following the date of Company's attempt. A Bill Payment may be canceled or modified any time prior to 8:00 a.m., E.T., on the Business Day that the payment is scheduled to occur by contacting Bank's Bill Payment services department at 888-522-2265 or online through Digital Banking Services.

There will be a delay between the Process Date and the date the Payee receives the Bill Payment. All Bill Payments require sufficient time for the Payee to receive the Bill Payment and credit Company's account with them accordingly. To avoid incurring a finance or other charge with a Payee, Company should schedule all Bill Payments sufficiently in advance of the payment's actual due date. COMPANY SHOULD ENTER OR SCHEDULE THE BILL PAYMENT TO PROCESS AT LEAST 3 FULL BUSINESS DAYS FOR AN ELECTRONIC PAYMENT OR 5 BUSINESS DAYS FOR A PAYMENT BY CHECK PRIOR TO THE DATE THE PAYMENT IS ACTUALLY DUE TO MAXIMIZE THE LIKELIHOOD OF TIMELY RECEIPT. However, Bank makes no guarantee or promise that any Bill Payment will be received and processed by any Payee before the date on which payment is due.

3.1.4. **Cancelling or Editing Bill Payments.** Company may cancel or edit any Bill Payment, including recurring Bill Payments, by following the directions within Bill Payment Services. There is no additional charge for canceling or editing a Bill Payment. However, all cancellations or edits must be submitted by Company and received by Bank prior to the cut-off time on the Process Date. Any cancellation or edit received after such cut-off time may be ineffective and the Bill Payment may be made. The daily cutoff time is 8 pm EST. Bank reserves the right to change the cutoff time, and Bank will notify you if it changes. Bank can, at any time and without prior notice, refuse to honor any Bill Payment if it appears to duplicate another Bill Payment.

3.1.5. **Remittance Information.** Company may transmit to the Payee additional detail related to the Bill Payment by following the directions within Bill Payment Services. However, this feature is only available for Bill Payments sent by Check. The additional detail may include information such as invoice numbers, credit memo detail and dollar amounts, and is added to the Check.

3.1.6. **Prohibited Bill Payments.** Company agrees to not make, or attempt to make, any Bill Payment (1) that will be sent outside of the United States, either electronically or by Check; or (2) to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by federal, state, or local law. Any Bill Payment under (1) and/or (2) will be considered a "**Prohibited Bill Payment.**" Bank reserves the right to refuse to make any Bill Payment, but will notify Company of any such refusal within two (2) Business Days following receipt of Company's payment instruction.

3.1.7. **No Duty to Monitor Bill Payments; Indemnification; Disputes.** Company agrees that Bank has no obligation to Company to monitor Bill Payments, including for Prohibited Bill Payments. If Company makes any (1) Bill Payment to any Payee, or any purported Payee, for a disputed amount, amount that Company does not owe, or for any bill that is not Company's, (2) duplicative Bill Payment; or (3) Prohibited Bill Payment, Company assumes the entire risk of loss. In no event will Bank have any liability for any loss, damages, or claims resulting from any such Bill Payment. Any dispute, objection, misapplication, mis-posting, misdirected Bill Payment, request to return funds, or anything similar with regard to a Bill Payment, Prohibited Bill Payment, and/or with a Payee shall be solely Company's responsibility, be between Company and Payee, and Company must resolve directly with Payee.

3.1.8. **Risk of Loss of Data.** Company acknowledges that Bill Payment Services, by their nature of being provided through an online portal, may on occasion encounter system failure or interruption. In the event of a system failure or interruption Company's data may be lost or destroyed. Any Bill Payment that Company initiated, was in the process of completing, or completed shortly before a system failure or interruption should be verified by Company through means other than Bill Payment Services to ensure the accuracy and completeness of such Bill Payments. Company assumes the risk of loss of data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any Transaction so affected.

3.1.9. **Failed Payments.**

3.1.9.1 A Bill Payment may not be accepted by Bank or may fail if any of the following occur:

3.1.9.1.1 The Bill Payment was insufficiently funded;

3.1.9.1.2 Erroneous or incomplete information is provided by Company, which prevents accurate and timely payment;

3.1.9.1.3 A Payee cannot or will not accept a payment sent by Bank;

3.1.9.1.4 Bank suspects the Bill Payment of being fraudulent; or

3.1.9.1.5 Bank suspects that the Payee is a blocked entity under Office of Foreign Assets Control (OFAC) Sanctions.

Bank will notify Company of any Bill Payment that is not accepted or fails because of any of the reasons described above. If the Bill Payment does not occur due to any of the reasons identified in Sections B.2.1.8.1.2 through B.2.1.8.1.5 above, Bank may request additional information. If Company does not provide the information needed to resolve the unaccepted or failed Bill Payment within five (5) Business Days, the Bill Payment will be cancelled and funds will be recredited to Company's Account.

3.1.9.2 If a scheduled Bill Payment is not accepted or fails because the Account from which the Bill Payment was scheduled has insufficient funds or Bill Pay could not retrieve the funds necessary to make the Bill Payment for any reason, then Company acknowledges and agrees that:

3.1.9.2.1 Bill Pay may be deactivated for all Accounts;

3.1.9.2.2 Notice of such a failed Bill Payment also constitutes notice of the deactivation of Bill Payment Services for all Accounts and cancellation of any Bill Payments scheduled to be made after the failed Bill Payment; and

3.1.9.2.3 You may not receive any further notice with regard to deactivation of Bill Payment Services or that Bill Payments will not be made or initiated.

Any action under this Section B.2.1.8 will remain in effect until Bank, in its sole discretion, determines whether Bill Payment Services will be restored. Until Bill Payment Services are restored, if at all, it is Company's sole responsibility to arrange for another means of payment for any cancelled Bill Payments and all bills. Bank may, but has no obligation to, attempt to re-submit a failed Bill Payment up to three (3) times after the Bill Payment fails as provided in this section.

3.1.9.3 Company agrees that Bank is not responsible or liable for not accepting or processing any failed Bill Payment for any of the reasons described above, including during any time that Bill Payment Services are deactivated, whether or not there are sufficient funds in Company's Account during such deactivation period.

3.1.10. **Delayed or Returned Payments.** To the extent known by Bank, Company will be notified if a delay occurs in the processing of a Bill Payment. Company may be instructed to call Bank, or Bank may call Company if more information is needed. Company understands that Payees and/or the United States Postal Service may return Bill Payments to Bank for various reasons including Payee's

forwarding address has expired; Company did not provide Payee a valid account number; Payee is unable to locate Company's account; and/or Company's account is paid in full. Bank may research and correct a returned Bill Payment and resend it to the Payee, or void the Bill Payment and credit Company's Account.

3.1.11. **Processing Single Non-Recurring Bill Payments.** Bank processes single non-recurring Bill Payments on the Business Day that Company designates as the Bill Payment's Process Date, provided the Bill Payment is submitted prior to the daily cutoff time on that date. Bank processes single non-recurring Bill Payments submitted after the cutoff time on the following Business Day. If Company designates a non-Business Day as the Bill Payment's Process Date, Bank will process on the first Business Day following Company's designated Process Date. An order to Bank to make a single non-recurring Bill Payment through Bill Payment Services cannot be given more than 364 days before the date the single non-recurring Bill Payment is to become due.

3.1.12. **Recurring Payments.** Upon processing a recurring Bill Payment, Bank automatically reschedule it for its next occurrence. Based on Company's selected frequency settings for the Bill Payment, Bank will calculate the Process Date for the next occurrence of Company's Bill Payment. If the calculated Process Date is a non-Business Day, Bank adjusts the Process Date for the new occurrence of the Bill Payment to the first Business Date after the calculated Process Date. If Company's frequency settings for the recurring Bill Payment specify the 29th, 30th or 31st of the month as the Processing Date and that date does not occur in that month, then Bank uses the last calendar day of the month as the calculated Process Date. An order to Bank to make a recurring Bill Payment through Bill Payment Services cannot be given more than 364 days before the date the recurring Bill Payment is to become due.

3.1.13. For single and recurring Bill Payments, allow at least seven Business Days prior to the due date for each Bill Payment to reach the Payee (for west coast subscribers, allow eight Business Days). Company can change or cancel a Bill Payment provided the change is made prior to the cutoff time on the Business Day prior to the Business Day Company initiates the Bill Payment.

3.1.14. Company agrees to have Available Funds on deposit in the Account it designates in amounts sufficient to pay all Bill Payments requested, as well as any other payment obligations it has to Bank. Bank reserves the right, without liability, to reject or reverse a Bill Payment if Company fails to comply with this requirement or any other terms of this Agreement. If Company does not have sufficient Available Funds in its Account and Bank has not exercised its right to reverse or reject a Bill Payment, Company agrees to pay for such payment obligations on demand. Company further agrees that Bank may charge any of Company's Accounts with Bank to cover such payment obligations. Bill Payments are processed either by Check or Electronic Fund Transfers. Please see the Electronic Banking Network Disclosure you received when you opened your Account, which discloses important information concerning your rights and obligations.

3.1.15. **Rush Bill Payments.** A Bill Payment on an expedited basis ("**Rush Bill Payment**") is available for a limited number of Payees. Availability of Rush Bill Payment options will be based on Payee capabilities, time of day, and payment delivery mechanisms. The cut-off time for Rush Bill Payment may vary based on the location of the Payee. Company shall not submit Rush Bill Payments for an overnight Check addressed to an individual, PO Box, or location outside of the contiguous 48 states and District of Columbia, or any other reason as communicated by Bank. Company is responsible for entering and validating any information, including addresses for overnight Checks. Rush Bill Payments in the form of electronic payments will utilize ACH. All Rush Bill Payments will be immediately debited from Company's Account, including any applicable Fees, upon submission of the Rush Bill Payment. Company will not have the ability to edit or cancel any Rush Bill Payment after submission.

3.1.16. **Bank Errors; Limitation of Liability.** If Bank does not properly complete a Bill Payment on time or in the correct amount, Bank will pay any reasonable and directly resulting late fees or finance charges, and provided that at the time of submission of the applicable Bill Payment:

3.1.16.1 Company's account with the Payee was in good standing;

3.1.16.2 Company's applicable Account contained sufficient immediately Available Funds to cover the Bill Payment;

3.1.16.3 Company submitted correct and sufficient information to complete the Bill Payment; and

3.1.16.4 Bank is not responsible for any failure to pay as a result of delays not within the Bank's control.

This shall be Company's sole remedy with respect to its use of the Bill Payment Services. Bank will not be liable for any charges or fees imposed or any other action taken by any Payee or any other party resulting from a payment that you did not pay or schedule properly, including finance charges and late fees. In addition, Bank is not be liable if any third party through whom any Bill Payment is to be made fails to properly transmit, delays, misapplies, loses, or steals the payment to the Payee. Company is liable for all Transactions it makes or that it authorizes another person to make using Bill Payment Services accessed through Digital Online Banking. Company is responsible for monitoring its DBS Administrator and any other Authorized Users, and terminating their access as needed within Digital Banking Services. The DBS Administrator can add/edit/delete users through the administration tab in Digital Banking Services. Company will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment. Bank is not responsible for a Bill Payment that is not made if Company did not follow the instructions for making a Bill Payment properly. Bank is not liable for any failure to make a Bill Payment if Company fails to notify Bank promptly after it learns that has not received credit from a Payee for a Bill Payment. Bank is not responsible for Company's acts or omissions or for those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Bank's agent. In any event, Bank will not be liable for any special, consequential, incidental, or punitive, or any other losses, damages or expenses incurred in connection with the Digital Banking Services, or the Bill Payment Services, even if Bank has knowledge of the possibility of them. Bank is not liable for any act, failure to act, or delay in acting, if it is caused in whole or in part by circumstances beyond Bank's reasonable control. Notify the CIS Support Team at 844-979-7164 or via email at cis@lakecitybank.com in the event of the failure by Bank to make a Bill Payment, if a Bill Payment is not received by a vendor or a stop payment needs to be placed on a Bill Payment.

3.1.17. **Compliance with Law.** While Bank has no obligation to monitor Company Bill Payments, Bank may monitor Company's use of Bill Payment Services, and any Bill Payments, for Bank's own benefit, for compliance with this Agreement, and compliance with federal and state laws, including laws and regulations governing currency Transactions and money laundering. Bank may refuse or cancel any Bill Payment, including any recurring Bill Payment, if Bank, in its sole discretion, believes such Bill Payment was a Prohibited Bill Payment or may violate Applicable Law.

4. **Mobile Deposit Services.** The Mobile Deposit Service allows you to use the Lake City Bank Digital App to make deposits to your Accounts from home, office, or other remote locations (individually a "Mobile Deposit"; collectively "Mobile Deposits") by taking photos of the front and back of original Checks and transmitting the digital images ("Images") and associated deposit information to us or our processor with your Mobile Device.

4.1 **Fees.** The use of Mobile Deposit Services is subject to the Bank Fee Schedule. Company agrees to pay any Fees for the Mobile Deposit Services as provided in the Bank Fee Schedule, as amended from time to time.

4.2 **Limits.** Bank may establish daily and 30-day limits on the dollar amount and/or number of Check Images or Mobile Deposits. The daily and 30-day limits are over calendar Days and calculated based on Company's total Mobile Deposit activity across all Accounts that it uses with the Mobile Deposit Service. If Company attempts to initiate a Mobile Deposit in excess of these limits, Bank may reject the Mobile Deposit and Company may deposit the Check(s) in a manner consistent with other methods for making deposits provided by Bank (such as at a branch or ATM or by mail). If Bank permits you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and Bank will not be obligated to allow such a Mobile Deposit at other times. Company's assigned dollar deposit limit will be disclosed to it at the time that it makes the Mobile Deposit. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to any receipt of notice thereof.

4.3 **Funds Availability.** After acceptance of the Mobile Deposit, Bank shall process the Mobile Deposit along with other Transactions received that Business Day by Bank. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of a deposit unless a hold is placed. If a hold is placed, Company will be notified. Funds deposited after 7:00 PM eastern time ("ET") on any Business Day and after noon ET on Christmas Eve, when Christmas Eve falls on a Business Day, will not be available for withdrawal until the second Business Day following deposit.

4.4 **Requirements.** Each Image must provide all information on the front and back of the original Check at the time presented to Company by the drawer (the person or entity from whose Account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The Image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check as it is made payable to and include "FOR MOBILE DEPOSIT ONLY AT LAKE CITY BANK." Company acknowledges and agrees that it shall be liable to us for any loss Bank incurs caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by Company.

4.5 **Original Checks.** After Company has received confirmation that a Mobile Deposit has been approved for deposit, it should mark the Check as having been deposited. Company agrees to store the original Check securely for a period of 30 calendar days from the date of the Image transmission (such period the "**Retention Period**"). During the Retention Period, Company shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, Company shall destroy the original Check it transmitted as an Image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. Company hereby indemnifies Bank for, and holds Bank harmless from and against, any and all claims, demands, actions, causes of action, losses, and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by Company. During the Retention Period, Company agrees to promptly provide the original Check to Bank upon request.

4.6 **Contingency Plan.** Company agrees that, in the event it is not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, it will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. Company hereby acknowledges and agrees that Bank shall not be liable to Company for any loss or damage of any nature it sustains as the result of Company's inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

4.7 **Returned Deposits.** If Images of Checks deposited by Company are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Company understands and agrees that, since Company either possess the original Check or has destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to Company's Account. Company understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by Bank, Company agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Company.

4.8 **Your Warranties.** Company makes the following warranties and representations with respect to each Image submitted for Mobile Deposit:

4.8.1. **Checks Deposited.** Each Image transmitted by Company to Bank is in accord with and complies with this Agreement, the Related Agreements, and the Rules;

4.8.2. **Image Quality.** Each Image transmitted by Company to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

4.8.3. **Accuracy of Information.** All data and other information submitted by Company to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;

4.8.4. **No Duplicates.** Each Image submitted to Bank complies with Company's agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Company further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, Payee, or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of such Check;

4.8.5. **No Loss.** No subsequent transferees of the Check or Checks, including but not limited to Bank, a collecting or returning bank, drawer, drawee, Payee, or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

4.8.6. **Information.** All information provided by Company to Bank is true, complete, and accurate in all respects;

4.8.7. **Transactions.** Each Image submitted to Bank and related Transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

4.8.8. **Indemnity.** Company will indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of Company's warranties, representations and/or obligations in connection with any Mobile Deposit subject to this Agreement, any Related Agreement, or any other agreement between you and Bank. The terms of this paragraph shall survive the termination of this Agreement.

4.9 **Termination.** We may terminate use of the Mobile Deposit Service by any individual at any time. We may terminate it without notice if we reasonably believe it will prevent a loss to us, or if you have violated your agreements with us. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Digital Banking Services Agreement to be executed effective as of the Effective Date.

“Bank”

“Company”

LAKE CITY Bank,

an Indiana banking corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address for Notice:
202 E. Center Street Warsaw, Indiana 46581
Attn: Corporate & Institutional Services

MASTER DIGITAL BANKING SERVICES AGREEMENT - SCHEDULE I

SECURITY PROCEDURES SUPPLEMENT

Company must comply with the applicable Security Procedures described in this Security Procedures Supplement to the Master Digital Banking Services Agreement (the “**Master Agreement**”) when using the Services offered by Bank for which Company has enrolled. Bank may modify or amend the Security Procedures from time to time upon reasonable written or electronic notice to Company or by any other method permitted by law. The current version is available upon request. Company’s continued use of the Services following delivery of notice of modification to the Security Procedures will affirm its agreement to any future revisions to this Security Procedures Supplement. Capitalized terms used herein and not otherwise defined will have the meanings given them in the Master Agreement.

SECURITY PROCEDURES APPLICABLE TO ALL OF THE SERVICES

The procedures and processes described herein are designed to establish the minimum control expectations for Company’s use of the Services provided by Bank (the “**Security Procedures**”). The Security Procedures supplement the prudent banking practices and precautions required of the Company and described in the Master Agreement. The Services provided by Bank are generally accessed by means of Bank’s Digital Banking Services; however, in the event Company elects to transmit information of any kind through any other medium to Bank, the Security Procedures shall still apply. Certain Services, such as Wire Transfer Services (as defined in the applicable Service Addendum) and ACH Services, are only available upon specific request through Bank’s online banking system. The Security Procedures establish Company authentication at login, and provide a system of layered security for access to Online Banking and access to Company’s information. Bank will provide Company, or Company’s Administrator will be required to select, Access Credentials for the Administrator and any Authorized Users to employ in accessing the Services. Bank will also make available Security Procedures Enhancements for certain of the Services. Bank may also provide Company with User Guides in connection with certain Services. **Bank shall not be responsible for any action taken, allowed, or omitted in connection with any of the Services provided by Bank, or for any liability, loss, claim, or damage incurred by Company, and arising from the failure of Company to follow and employ the Security Procedures.**

COMMUNICATING WITH THE BANK

Some of the Services may require the Company to communicate information to Bank, some, or all of which may be confidential. Bank strongly encourages the Company to send any Confidential Information to Bank using a secure method, either through online banking, secure email, or fax. The Company assumes all liability for losses resulting from its failure to use a secure method of communication.

SECURITY OF ACCESS CREDENTIALS

Company agrees to change the temporary Access Credential(s) promptly after Company is given access to the Services for the first time, or when access is re-established following a lockout of the System. Company also agrees to change on a regular basis any identification number, login number, password, or other Item of information that is an Access Credential or that is assigned to Company’s Administrator or Authorized Users on a regular basis, but no less frequently than every 90 days. Whenever anyone who has had access to Company’s Access Credential(s) is no longer employed or authorized by Company to access the Services, Company is responsible for deleting and/or blocking any Access Credential used by or assigned

to such departed employee. Bank may require Company to change Company's Access Credential(s) at any time. Bank may deny access to the Services without prior notice if Bank is unable to confirm (to its satisfaction) any person's authority to access the Services or if Bank believes such action is necessary for security reasons. No transmission of any data that might contain Confidential Information should be sent over the internet unless it is authenticated and encrypted via an outside vendor's secure system.

GENERAL INFORMATION CONCERNING SECURITY PROCEDURES FOR ONLINE BANKING

Security Enhancements

In addition to the Security Procedures described above, Company will select and make use of the Online Banking Security Procedures ("**Security Enhancements**") offered by Bank in accordance with the instructions provided by Bank. Company understands that a failure to use the Security Procedures Enhancements will increase its risk of unauthorized Transactions. Company understands that access to the Accounts is under Company's complete control and that Bank employees are unable to unilaterally access Company's Accounts through use of the Digital Banking Services. It is the responsibility of Company to regularly access its Accounts by means of the Digital Banking Services to review the activity posted to its Accounts, and to immediately notify Bank in the event it detects any unauthorized activity.

Access to Account Information

Authorized Users may perform Services Functions as authorized by the Administrator, but subject to any limitations on transfers or Services Functions set forth in this Addendum, the Application, or in the Account Terms and Conditions. Authorized Users may access Accounts through use of the Services seven days a week. The Administrator will select the online banking Security Procedures it prefers to use and will ensure that the Authorized Users follow all instructions provided to Company with respect to the online banking Security Procedures.

SECURITY PROCEDURES FOR SERVICES ACCESSED THROUGH ONLINE BANKING

The following are the descriptions, terms and conditions of Security Procedures required by Bank for ACH Services and for Wire Transfer Services (as defined in the applicable Service Addendum), and available at Company's election for the other Services offered by Bank. Company's Administrator must notify Bank in writing if it elects NOT to use any one or more of the Mandatory Security Procedures listed below with the Services.

Mandatory Security Procedures

The following Security Enhancements are "**Mandatory Security Procedures**" and are the responsibility of Company:

- Reliable, current (up-to-date) and fully patched security suites including, at minimum, anti-virus, anti-malware; anti-botnet, and anti-spyware
- Hardware and software firewalls
- Hardware and VPN Encryption
- Process to patch systems in a timely manner
- Written security procedures designed to detect intrusion and protect Company's network from infection and data breach

- Regular employee training

To initiate an ACH or Wire Transaction, the user is required to enter their user ID, password, and a secured access code (“SAC”). If a user is unable to enter the secure access code (SAC) (or if their user ID or password is entered incorrectly) they will not be able to access their Account using online banking. Bank requires all Authorized Users to change their passwords every 90 days.

Additionally, the following additional Mandatory Security Procedures are active by default or made available upon enrollment in Digital Online Banking and acceptance of the Master Agreement and applicable Services Addenda:

Dual Control: A single user may not initiate a funds transfer through the use of the Wire Transfer Services (as defined in the applicable Service Addendum) or ACH Services. At least two Authorized Users must use a secure access code (“SAC”) and their respective user ID’s, and passwords. as described below to initiate a funds transfer.

Out of Band Authentication:

Out of Band Authentication is authentication outside of the Digital Banking Services. The Component the user is logging in with is evaluated using Component profiling to determine the risk of the log-in: low (PASS), medium (REVIEW), high (REJECT). Out of Band Authentication is used as a step-up authentication approach in the event that the Component profiling result is REVIEW. Authentication is then performed through an automated voice call or text message.

The user is first presented with a list of the phone numbers on record in Bank’s Digital Banking Service. The user can choose any number listed to receive the voice call or text. They will then need to enter the security code. When the user selects to get an SMS text they give the Service permission to send the SMS text. This text will include the security code and the user will need to enter the code into the box on the screen. In either instance, when the correct security code is entered, the user can proceed to enter their password.

Discretionary Security Enhancements

Additional discretionary Security Enhancements that Bank strongly encourages Company to employ are:

Dedicated computer for online banking access only (no Company server or email access)

- Time restrictions/screen-savers with password required for re-entry
- Positive Pay Services
- ACH Positive Pay Services

Company recognizes that the above controls are recommended by Bank and provide significant additional security to prevent fraudulent activity. By choosing not to employ these techniques or additional Services, Company hereby accepts any and all liability from any type of loss or infringement which the above recommendations and/or Services may have prevented. Company will hold Bank harmless for any and all liability by Company’s choice to not employ the above recommendations or additional Services.

Initials: _____

IMPORTANT INFORMATION ABOUT THE USE OF SECURITY PROCEDURES FOR WIRE TRANSFER SERVICES

Company acknowledges that the full scope of the Security Procedures for Wire Transfer Services (as defined in the applicable Service Addendum) that Bank offers and strongly recommends is available only if Company communicates directly with Bank by (i) telephoning its wire transfer desk at the telephone number communicated by Bank to Company, (ii) by use of Digital Banking Services, or (iii) by visiting one of Bank’s branches. If Company attempts to communicate by any other method or otherwise not in accordance with the Security Procedures, Bank will not be required to execute such instructions, but if Bank does so, Company will be deemed to have refused the Security Procedures that Bank offers and strongly recommends, and Company will have agreed to be bound by any wire transfer, whether or not authorized, which is issued in Company’s name and accepted by Bank in good faith. Where Company has enrolled in online banking, it acknowledges it has been provided with Security Procedures for use in initiating Payment Orders for funds transfers and it acknowledges that the Security Procedures it has selected in its Application are commercially reasonable.

SECURITY PROCEDURES REQUIRED FOR REMOTE DEPOSIT CAPTURE SERVICES

Company agrees to (i) limit access to and ensure safeguarding of any and Remote Deposit Capture (as defined in the applicable Services Addendum) equipment to persons who have a need for such access, and shall closely and regularly monitor the activities of employees who access the Services; (ii) notify Bank immediately if Company has any reason to believe the security or confidentiality required by this provision has been or may be breached; and (iii) immediately change any Access Credential if Company knows or suspects the confidentiality of such Access Credential has been compromised in any way. The Administrator or Primary Contact will appoint a Remote Deposit Services Administrator (“RDS Administrator”) as designated in the Application, who has the authority to appoint Authorized Users.

SECURITY PROCEDURES ACKNOWLEDGEMENT

Company acknowledges that all relevant information has been provided to Bank about its funds transfer needs and circumstances and the contemplated size, type, and frequency of funds transfer requests that Company intends to make, and that it has been offered the full range of Security Procedures made available by Bank to its customers. Based on the foregoing, Company acknowledges and agrees that its selected Security Procedures are commercially reasonable for protection against fraudulent activity, and agrees to make use of these Security Procedures in connection with any Payment Order, Transaction, funds transfer, or instruction transmitted to Bank.

“COMPANY”

(Company Name)

By: _____

Printed: _____

Title: _____

Tax ID _____

Date _____

LAKE CITY BANK

POSITIVE PAY SERVICES ADDENDUM TO MASTER DIGITAL BANKING SERVICES AGREEMENT

This Positive Pay Service Addendum (“**Positive Pay Addendum**” or the “**Addendum**”) sets forth the product information, disclosures, and terms and conditions for Positive Pay services (“**Positive Pay Services**”). This document, together with the Master Digital Banking Services Agreement (“**Master Agreement**”) entered into between Company and Lake City Bank (“**Bank**”) dated on or prior to the Effective Date, Company’s application for Digital Banking Services (the “**Application**”), the Account Terms and Conditions, the Security Procedures Supplement, and any schedules, supplements, or exhibits to this Positive Pay Addendum or the Application, constitute the agreement between Company and Bank for the Positive Pay Services. In the event of any inconsistency between a provision of this Addendum and the UCC, this Addendum shall control.

1. Definitions.

- 1.1.** “**Authorized Accounts**” means any Company Account identified on the Application.
- 1.2.** “**Check Issue Report**” means a record describing Checks drawn by Company on an Authorized Account, created by Company in accordance with the procedures described in the Documentation and uploaded or otherwise delivered to Bank’s operating system.
- 1.3.** “**Cut-Off Time**” means the latest time by which Company may advise Bank as to any action it must take hereunder, as set forth in the Documentation.
- 1.4.** “**Default Option**” means the option to either pay or return Exception Checks selected by Company in the Application.
- 1.5.** “**Default Override**” means instructions of Company delivered to Bank as described in the Documentation to override the Default Option selected by Company with respect to an Exception Check, which shall contain the complete Check number and amount specified in the Exception Check Report.
- 1.6.** “**Documentation**” means all documents, applications, user set-up forms, system requirements guides, schedules of fees, the user manual, any other user guides/quick references and all instructions (including on-line instructions) that Bank may provide to Company from time-to-time in connection with the Positive Pay Services.
- 1.7.** “**Exception Check**” means a Presented Check that does not match a Check included in a Check Issue Report.
- 1.8.** “**Exception Check Report**” means a report describing Exception Checks which is made available by Bank to the Company by means of the Digital Banking Services.

- 1.9.** “**Pay Request**” means an instruction by Company to Bank to pay an Exception Check.
- 1.10.** “**Presented Check**” means a Check drawn on an Authorized Account and presented to Bank for payment through the Check collection system.
- 1.11.** “**Return Request**” means an instruction by Company to Bank ordering Bank not to pay an Exception Check.
- 1.12.** “**Timely**” means in all cases in an expedient manner, and in no event later than the Cut-Off Time.

Capitalized terms used in this Addendum and not otherwise defined in this Addendum shall have the meanings given them in the Master Agreement, or if not defined in the Master Agreement such terms shall have the meanings given them in UCC.

2. Procedures for the Services.

2.1. Check Issue Report. To use the Positive Pay Services, Company shall from time to time submit Check Issue Reports to Bank prior to the date the Checks are presented to Bank. Specifically, Company shall either manually enter individual Check information via Digital Banking Services, or upload Check Issue Reports immediately following their creation and prior to the disbursement of Checks issued by Company. The Check Issue Report shall accurately state the Check issue date, Check number, payee name, and the exact amount of each Check drawn on each Authorized Account since the last Check Issue Report was uploaded. Company shall upload the Check Issue Reports into Bank’s operating system in the format and medium, by the Bank’s deadlines, and in accordance with the procedures specified by Bank in the Documentation. The Check Issue Report will be moved into Bank’s operating system effective from time to time, following submission by Company.

2.2. Payment of Presented Checks and Reporting of Exception Checks. Bank shall compare each Presented Check by Check number, and amount, and payee (if selected on the Application), against each Check Issue Report received by Bank in accordance with the procedures set forth in the Documentation. On each Business Day that it receives Presented Checks, Bank: (i) may pay and charge to the Authorized Account, each Presented Check that matches by Check number and amount of a Check shown in any Check Issue Report; and (ii) shall make available to Company an Exception Check Report that indicates whether any Presented Check is an Exception Check and, if so, specify the complete Check number, amount, and Check image of any such Exception Check; shall send the Exception Check Report in accordance with the procedures specified by Bank in the Documentation.

2.3. Payment and Dishonor of Exception Checks. Bank will pay or return Exception Checks in accordance with the Default Option selected by Company for each Authorized Account on the Application, in accordance with the following procedures:

2.3.1. *Return Default Option.* Where Company has selected the return Default Option to apply to an Exception Check, Bank will return to the depository bank each Exception Check drawn on that Authorized Account, unless Company instructs Bank to pay such Check by issuance of a Default Override in accordance with the procedures specified by Bank in the Documentation, and by the Cut-Off Time set forth in the

Documentation.

2.3.2. *Pay Default Option.* Where Company has selected the pay Default Option to apply to an Exception Check, Bank will finally pay and charge to the appropriate Authorized Account each Exception Check, provided there are Available Funds and subject to any other relevant procedures, and provided further that Company has not issued a Default Override as to such Exception Check in accordance with the procedures specified by Bank in the Documentation, and by the Cut-Off Time set forth in the Documentation.

2.4. Company and Bank Communications.

2.4.1. Bank shall use only Check Issue Reports that comply with the formatting and substantive requirements set forth in the Documentation and that have not been revoked in accordance with Bank's procedures.

2.4.2. Bank shall not be obligated to comply with any Default Override received that is not communicated in accordance with the Documentation but may instead treat such a Default Override as though it had not been received.

2.4.3. Bank is not responsible for detecting any Company error contained in any Check Issue Report or Default Override or other communication sent by the Company to Bank.

2.4.4. Company agrees to use only Exception Check Reports that comply with the requirements of the Documentation in the preparation of any Default Override and Company shall be liable for losses resulting from the fraudulent issuance and communication of any Check Issue Report or Default Override from Company to Bank.

2.5. Remedies.

2.5.1. UCC Liability. To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern this Addendum, except as modified below.

2.5.2. Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in an Exception Check Report unless: (a) Company has selected the return Default Option, or (b) Company selected the pay Default Option and did not issue a Default Override. In the event that there is wrongful honor:

- a. Bank shall be liable to the Company for the lesser of the amount of the wrongfully paid Exception Check or the Company's actual damages resulting from Bank's payment of the Exception Check;
- b. The Bank expressly waives any right it may have to assert that the Company is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under UCC section 4-401;

- c. Bank retains the right to assert Company's failure to exercise reasonable care under UCC sections 3-406(a) and 4-406(c). Bank's wrongful honor shall however constitute a failure of Bank to have exercised ordinary care under the loss allocation provisions of UCC sections 3-406(b) and 4-406(e);
- d. Bank retains the right to assert the defense that Company has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of the Company.

2.5.3 Wrongful Dishonor. Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check unless: (a) Company has selected the pay Default Option, or (b) Company has selected the return Default Option and has not issued a Default Override. In the event there is wrongful dishonor, Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4. Notwithstanding the immediately preceding sentence, Bank shall have no liability to Company for wrongful dishonor when Bank, acting in good faith, returns an Exception Check: (i) that Bank reasonably believed was not properly payable; (ii) due to insufficient Available Funds on deposit in the Authorized Account; or (iii) as required by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

2.5.4 Rightful Payment and Dishonor. Except as provided in Section 2.5.5 of this Addendum:

- a. If Bank honors an Exception Check in accordance with the pay Default Option selected by Company or in accordance with a Default Override issued by Company, such honor shall be rightful, and Company waives any right it may have to assert that the Exception Check was not properly payable under UCC section 4-401.
- b. If Bank dishonors an Exception Check in accordance with the return Default Option selected by Company or in accordance with a Default Override issued by Company, the dishonor shall be rightful, and Company waives any right it may have to assert that the dishonor was wrongful under UCC section 4-402.
- c. Company agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.

2.5.5 Faulty Information. Bank shall only be liable for Company's actual damages that are proximately caused by Bank's honor of a Check that was not properly payable, or its dishonor of a Check that was properly payable, if the honor or dishonor occurred because Bank either: (i) should have shown the check on an Exception Check Report but failed to do so; or (ii) showed the Check on an Exception Check Report but

referenced the wrong Check number, unless Bank provided Company with Timely information that disclosed the error.

3. Assignment. To the extent that Company suffers a loss under this Addendum, Bank assigns to Company any claim that Bank would have against a depository or collecting Bank to recover the loss, including any claim of breach of warranty under UCC sections 4-207, 4-208, or 4-209.

4. Standard of Care. Company is responsible for, and Bank may rely upon, the contents of each Check Issue Report and Default Override. Company is required to provide Bank with Check Issue Reports in a Timely manner, and will not be liable for any loss incurred by Company that is the result of the failure by Company to perform its obligations hereunder in a Timely manner. Bank may: (a) assume that each Check Issue Report and Default Override was issued by a person authorized to act on behalf of Company, regardless by whom they were issued, and Company is bound thereby; and (b) issue any notification to any person Bank reasonably believes is authorized to receive it on behalf of Company.

Initial Here

Company Tax ID: _____

Date: _____

LAKE CITY BANK

ACH POSITIVE PAY SERVICES ADDENDUM TO MASTER DIGITAL BANKING SERVICES AGREEMENT

This ACH Positive Pay Services Addendum (“**ACH Positive Pay Addendum**” or the “**Addendum**”) sets forth the product information, disclosures, and terms and conditions for ACH Positive Pay services (“**ACH Positive Pay Services**”) provided by Lake City Bank (“**Bank**”). This ACH Positive Pay Addendum, together with the Master Digital Banking Services Agreement (“**Master Agreement**”) entered into between Bank and Company dated on or prior to the Effective Date, Company’s application for treasury management services (the “**TM Application**”), the Account Terms and Conditions, the Security Procedures Supplement, and any schedules, supplements, or exhibits to this ACH Positive Pay Addendum or the TM Application, constitute the entire agreement between Company and Bank for the ACH Positive Pay Services.

1. **Definitions.**

1.1 “**ACH Authorization**” means (i) those types of incoming ACH debit transactions specific to an originating company ID or SEC Code and authorized by the Company for posting to its Account, or (ii) a dollar threshold with respect to incoming ACH debit ACH Transactions designated by the Company as authorized for posting to its Account.

1.2 “**ACH Block**” means that Bank will limit or block the posting of ACH debits to Company’s Accounts as specified by Company within the Online Banking module.

1.3 “**ACH Transactions**” means an Entry made by means of the ACH network used for electronic transfers of funds between deposit accounts at financial institutions.

1.4 “**Authorized Accounts**” means any Company Account identified on the TM Application.

1.5 “**Exception Items**” means any ACH Transactions that do not meet the criteria of ACH Authorizations or ACH Blocks.

1.6 “**Exception List**” means a custom alert list created by Company within the Online Banking module and supplied to Bank, consisting of exceptions to its ACH Blocks or ACH Authorizations that is implemented by means of the ACH Positive Pay Services.

1.7 “**Settlement Date**” means with respect to any Entry, the date the Entry is posted to the account of Bank by the Federal Reserve Bank of Chicago in accordance with Section VI of the Rules.

Capitalized terms used in this Addendum and not otherwise defined herein or in the Master Agreement will have the meanings given them in the NACHA Operating Rules and Guidelines.

2. **ACH Positive Pay Services.** Company maintains with Bank one or more Authorized Accounts for which it wishes Bank to perform ACH Positive Pay Services, as follows:

2.1 Bank receives incoming debit Entries that are ACH Transactions for posting to Company's Authorized Accounts, which as ACH Transactions are subject to the Rules. Company hereby agrees to comply with and be bound by the Rules as they relate to the ACH Positive Pay Services.

2.2 Bank will handle all Entries received by it that are designated for debit from an Authorized Account, as more fully set forth in the Application. Subject to the Account Terms and Conditions and the Rules, and based upon Company's filter selections in the TM Application, and any Exception List provided to Bank by Company, Bank will apply the designated filters to incoming debit Entries, and process only those that comply with the filters. Bank will notify Company of any Entry that does not comply with the filters and Company must notify Bank of its decision to authorize payment of such non-complying Entry or Entries by 1:30 PM EST on the Settlement Date. Bank will return any Entry that does not comply with the filters if it does not receive an authorization to process the Entry by the aforementioned deadline, by following the procedures set forth in the Rules.

2.3 Company represents and warrants that sufficient collected funds are available in its Authorized Account to pay each Exception Item that Company authorizes Bank to pay. Any overdrafts of an Authorized Account created by such authorization to pay an Exception Item will be due and payable to Bank immediately, and subject to the NSF fees payable on the Authorized Account as established by Bank from time to time.

3. **Limitation of Liability.** In addition to the limitations on Bank's liability set forth in the Master Agreement, Bank shall not be liable for returning Entries based upon Company's instructions as set forth herein and in the TM Application, and Company will indemnify and hold Bank, its officers, directors and employees, harmless from any loss, liability, or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person arising out of the ACH Positive Pay Services, except for the gross negligence or willful misconduct of Bank. In no event shall this indemnification provision limit any indemnification provision set forth in the Rules, or the Master Agreement. Further, Bank shall not be liable due to insufficient or inaccurate originator information supplied by Company, and shall be entitled to rely solely upon the information provided by Company to Bank. Furthermore, Bank shall not be liable for any fees or charges associated with or incurred by Company in connection with non-payment of an ACH debit Entry or the failure to pay a legitimate obligation in a timely manner. Any liability of Bank shall be only for the amounts actually recovered by Bank pursuant to acts taken at Bank's sole discretion against NACHA or any third party pursuant to the Rules; in no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Addendum, whether or not the likelihood of such damages was known or contemplated by Bank and regardless of the legal or equitable theory of liability Company may assert, including without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Addendum. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average federal funds rate for the period involved, or the Account rate, whichever is less.

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Tax ID _____

Date _____

LAKE CITY BANK

ACH SERVICES (ORIGINATOR) ADDENDUM TO MASTER DIGITAL BANKING SERVICES AGREEMENT

This ACH services (Originator) addendum (the “**ACH Originator Addendum**” or, the “**Addendum**”) sets forth the product information, disclosures, and terms and conditions for ACH funds transfer origination services (“**ACH Originator Services**” or the “**Services**”) provided by Lake City Bank (“**Bank**”). This document, together with the Master Digital Banking Services Agreement (the “**Master Agreement**”) between Bank and Company, Company’s application for Digital Banking Services (the “**Application**”), the Account Terms and Conditions, the Security Procedures, and any schedules, supplements, or exhibits to this ACH Originator Addendum or the Application, constitute the entire agreement between Company and Bank for the ACH Originator Services. This ACH Originator Addendum applies only to ACH Originator Services used by the Company. All third-party ACH origination services require acceptance of the ACH Services Third Party Addendum.

1. Definitions

- 1.1 “**Authorization**” means the written authorization required of the Company’s customers pursuant to the Rules.
- 1.2 “**Automated Standing Order Entry**” has the meaning set forth in Section 12 hereof.
- 1.3 “**Business Day**” means any day, Monday through Friday, that Bank’s main office is open for business, excluding federal holidays.
- 1.4 “**Exposure Limit**” has the meaning set forth in Section 9 hereof.
- 1.5 “**ODFI**” has the meaning ascribed to it in the Rules.
- 1.6 “**RDFI**” has the meaning ascribed to it in the Rules.
- 1.7 “**Settlement Account**” means the primary Lake City Bank charge account designated by the Company in its Application through which the Entries initiated by the Company are settled.
- 1.8 “**Unauthorized Debit**” means a debit Entry in which: (i) the Authorization requirements have not been followed in accordance with the Rules; (ii) a debit Entry was initiated in an amount different from that authorized by the Receiver; or (iii) a debit Entry was initiated for settlement earlier than authorized by the Receiver.

1.9 **Miscellaneous.** In this Addendum, use of “including” shall mean “including, but not limited to.” Use of the singular form shall include the plural and vice versa, as the context requires. Headings used in this Addendum are for convenience only, and shall not be deemed a part thereof. Capitalized terms used in this ACH Originator Addendum and not otherwise defined herein or in the Master Agreement will have the meanings given them in the Rules.

2. **Scope of ACH Originator Services**

2.1 Bank will act as the ODFI to process the Entries Company submits (or submitted in your name) in accordance with the terms and subject to the conditions of this Addendum. This Service allows you to originate ACH Entries to (a) disburse amounts from your Settlement Account to receiving accounts by means of credit Entries, (b) collect amounts in your Settlement Account by means of debit Entries (which may include point of purchase, accounts receivable, telephone initiated, re-presented check entries or Internet-initiated entries), or (c) disburse amounts from or collect amounts to your Settlement Account by means of internal transfers which are ACH Entries for which Bank is the receiving depository institution (“**On-Us Entries**”) when the receiving account designated by you is maintained with Bank. All Settlement Accounts must be business accounts and not consumer accounts.

3. **Transmittal of Entries by Company.** Company shall transmit credit or debit Entries in compliance with the formatting and other requirements set forth in the Rules, and in doing so agrees to comply with and be bound by the Rules. Company acknowledges it is responsible for obtaining a copy of the Rules and reviewing them to ensure they can, and will, comply with this ACH Originator Addendum. Entries shall be submitted to Bank on or before the deadlines as described in **Schedule A** attached hereto, in compliance with the Security Procedures Supplement to the Master Agreement. The duties of Company set forth in this ACH Originator Addendum are not intended to nor shall they in any way limit the requirements of the Rules. Company shall not submit an IAT Entry, or any Entry that may result in an IAT Entry, unless it has been approved by Bank to do so, and executed the IAT Supplement to this ACH Originator Addendum. IAT Entries are subject to the terms of the IAT Supplement. Company will not initiate any Entries in violation of Applicable Laws including the Rules. Company agrees that its ability to originate Entries under this ACH Originator Addendum is subject to exposure limits in accordance with the Rules and as set forth in Section 9 below.

4. **Bank Obligations** In a timely manner and in accordance with the Rules, Bank will process, transmit and settle Entries received from the Company that comply with the terms of this ACH Originator Addendum and the Rules, including without limitation the Security Procedures.

5. **Entry Authorizations and Record Retention** Company is responsible for ensuring compliance with the Authorization requirements of the Rules. Before the initiation by the Company of the first credit or debit Entry to a Receiver that provides Authorization to Company as Originator to submit an ACH credit or debit to an account at an RDFI, Company will obtain from each Receiver the required written Authorization in accordance with the Rules, or will have entered into a written agreement with each Receiver with respect to the initiation of such Entries that includes the required Authorization. Upon request by Company, Bank will provide Company

with a suggested form of Authorization. Each Entry to such Receiver thereafter will be made pursuant to such Authorization, and no Entry will be initiated by Company after such Authorization has been revoked or the arrangement between Company and such person or the Company has terminated. Company will retain the original or a copy of each notice and other document required to be given to the Receiver under the Rules and shall retain consents and Authorizations for a period of not less than two (2) years after its termination. Company will, upon request of Bank, furnish such original or copy to Bank for any purpose as required by the Rules.

6. Security Procedures

6.1 Company has reviewed and evaluated the Security Procedures made available by the Bank as described in the Security Procedures Supplement, and acknowledges and agrees that they are commercially reasonable. Company has provided Bank all relevant information about its wishes and circumstances and the contemplated size, type and frequency of funds transfer requests that it intends to make, and Bank has recommended the Security Procedures deemed appropriate by Bank based on that information, and Company has chosen the Security Procedures designated in its Application. Bank requires that Security Enhancements (as defined in the Security Procedures Supplement), specifically dual control and secure access codes, be used in initiating Entries, and Company agrees to adopt and use the Security Enhancements required by Bank when it accesses the Services. Company and Bank will comply with the Security Procedures with respect to any Entries transmitted by Company to Bank. Company acknowledges that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon by Bank and Company.

6.2 Company is solely responsible for establishing and maintaining the necessary internal procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any Access Credentials provided by Bank in connection with the Security Procedures. If Company believes or suspects that the Security Procedures or any Access Credentials have been accessed by unauthorized persons, Company agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any funds transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized funds transfers. Company will supply Bank with information concerning its Administrator and its Authorized Users.

7. Compliance with Security Procedures

7.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry. If signature comparison is to be used as a part of the Security Procedures, Bank shall be deemed to have complied with that part of the Security Procedures if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received

with the signature of an Authorized User, and on the basis of such comparison believes the signature accompanying such file to be that of such Authorized User.

7.2 If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Company, Company shall be obligated to pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures with respect to that Entry, and whether or not that Entry was erroneous in any respect or that an error would have been detected if Bank had complied with the Security Procedures.

8. **Recording and Use of Communications** Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Addendum may be electronically recorded and retained by either party by use of any reasonable means.

9. **Exposure Limit** The total dollar amount of Entries pre-funded or initiated by Company through Bank under all ACH Originator Services and pending at a given time will be that set forth in the Application (as approved by Bank and signed by Company) or as otherwise communicated by Bank to Company (the “**Exposure Limit**”). Establishment of an Exposure Limit should not be construed by the Company as a commitment or agreement to provide any credit or loans to the Company and is subject to modification or termination at any time by Bank.

10. **Processing, Transmittal and Settlement by Financial Institution**

10.1 Except as provided in Section 11 (On-Us Entries) and Section 13 (Rejected or Return Entries), Bank shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

10.2 Except in the case of Same Day Entries permitted in accordance with Section 10.10 below, Bank shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator one (1) Business Day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank’s related cut-off time set forth in attached **Schedule A** on a Business Day, (ii) the Effective Entry Date is at least one (1) day after such Business Day, and (iii) the ACH Operator is open for business on such Business Day

10.3 For purposes of this ACH Originator Addendum, Entries shall be deemed received by Bank, in the case of hand-delivered files, when received by Bank at the location set forth in **Schedule A**, and in the case of electronic file transmission, when the transmission is completed as provided in **Schedule A**.

10.4 If Company is scheduled to initiate credit Entries for processing to a Receiver’s account for personal, family, or household purposes maintained at Bank at least once every sixty (60) days, Company shall provide to the Receiver notice that each Entry has been initiated as required by the EFTA, if applicable.

10.5 If the amount of a debit Entry initiated by Company for processing to a Receiver’s account for personal, family, or household purposes, differs from that of the previous debit Entry relating to the same Authorization, or from the preauthorized amount, Company shall provide the

Receiver with the notification at least ten (10) calendar days in advance of the debit Entry, as required by the EFTA, if applicable.

10.6 Subject to Sections 10.10 and 12 below, all Entries properly initiated by Company shall be processed by Bank by the Effective Entry Date, provided that the Entries (i) are received by 8:00 p.m. EST on the Business Day prior to the Effective Entry Date, and (ii) the ACH is open for business on such Business Day.

10.7 If any of the requirements of Company set forth in Section 10.6 are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH for Entries following that specified in Section 10.6 which is a Business Day and a day on which the ACH is open for business.

10.8 Entries will be made only to accounts held at Bank or other Participating Depository Financial Institutions.

10.9 All Entry information so delivered shall be in the medium required by Bank and the format required by the Rules. If the file of Entries to Bank is by electronic transmission, Company will transmit the Entries in accordance with the Rules or as otherwise instructed by Bank.

10.10 Unless Company has been approved by Bank and has executed the Same Day ACH Supplement, Bank will not accept and process a credit Entry or a debit Entry submitted by the Company that is coded as a Same Day Entry. Same Day Entries are subject to the terms of the Same Day ACH Supplement.

11. **On-Us Entries** Except as provided in Section 16 below, in the case of an On-Us Entry, Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided that the requirements set forth in Sections 10.5 and 10.8 are met. If any of those requirements are not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

12. **Automated Standing Order Entries** Unless Company has been approved by Bank and has completed the 'Automated Standing Order Services' section of the Application, Bank will not accept and process an automated standing order Entry ("**Automated Standing Order Entry**"). If Company is approved, Bank will accept and process a credit Entry consistent with the specifics of the Automated Standing Order Services provided by Company in its Application. Beginning on the first Effective Entry Date for an Automated Standing Order Entry following the date designated by Company in its Application, and continuing on each Business Day thereafter until such Automated Standing Entry Order is cancelled or amended by Company, Bank shall transmit a credit Entry to the ACH Operator by the deadline of the ACH Operator on each Business Day, consistent with the requirements of Section 10.2. As of the date of each Automated Standing Order Entry, Company represents and warrants to Bank that such Automated Standing Order is operative unless it has cancelled the Automated Standing Order Entry Services section of its Application.

13. **Rejected or Returned Entry** Bank may reject any Entry that (i) does not comply with the requirements of Sections 9 hereof, or Section 6 of the Master Agreement, (ii) except in the case of

a Same Day Entry, contains an Effective Entry Date more than two (2) Business Days after the Business Day such Entry is received by Bank in the case of a credit Entry, and more than one (1) Business Day after the Business Day such Entry is received by Bank in the case of a debit Entry, (iii) there are insufficient collected funds in the Settlement Account on the Effective Entry Date or the Settlement Account is subject to a lien, hold, dispute or legal process which prevents funds withdrawal, or (iv) in the case of a Same Day Entry, is for an amount in excess of \$1,000,000.00 or is coded IAT or ENR. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if the Company has failed to comply with its Settlement Account balance obligations under Section 17 below. Bank shall notify the Company by telephone or electronic transmission or other appropriate means of contact of the rejection of or receipt of a returned Entry from the ACH no later than one (1) Business Day after receipt in the case of a returned Entry, and in the case of a rejected Entry, no later than the Business Day after such Entry would otherwise have been transmitted by Bank to the ACH, or in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. In the event any Entries are rejected or returned by the ACH for any reason whatsoever, it shall be the responsibility of Company to remake and resubmit such Entries or otherwise to solve the rejection or return in accordance with the Rules. Bank shall have no liability to Company by reason of rejection of any such Entry or the fact that a notice of rejection is not given at an earlier time than that provided for herein.

14. **Prenotification Entries** Company may send prenotification that it intends to initiate an Entry to a particular account in accordance with the Rules or as established by Bank. Company may initiate live Entries at least three (3) Business Days following the Settlement Date of the prenotification as long as there is not a return or NOC related to the prenotification received by Bank. If the prenotification is returned, Company must research the reason for return and make any necessary corrections before transmitting, if permitted, another Entry. If the prenotification results in an NOC that Bank receives by the opening of business on the second Business Day following such Settlement Date, Company must make the required changes prior to a subsequent Entry to the Receiver's account. If the NOC is received after that time, Company must make required changes within six (6) Business Days or prior to a live Entry, whichever is later.

15. **Erroneous Entry; Cancellation or Amendment of Entries by the Company**

15.1 If Company discovers that any Entry it has initiated was in error, it may notify Bank of such error and Bank will utilize its best efforts on behalf of the Company, consistent with the Rules, to correct the Entry. In all such cases, it shall be the responsibility of Company to notify the affected Receivers that an Entry has been made which is at variance with the Authorization or is otherwise erroneous.

15.2 Company shall have no right to cancel or amend any Entry after its receipt by Bank. However, except in the case of a Same Day Entry, Bank shall use reasonable efforts to act on a request by the Company for the cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to affect Company's request for the cancellation or amendment of an Entry.

16. Notice of Returned Entries and Notifications of Change

16.1 Bank shall notify Company by telephone or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one Business Day after the Business Day of such receipt. Except for an Entry remade by Company in accordance with the requirements of Section 5 above, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this ACH Originator Addendum with respect to the original Entry.

16.2 Bank shall provide Company all information, as required by the Rules, with respect to each Notification of Change (“**NOC**”) Entry or Corrected Notification of Change (“**Corrected NOC**”) Entry received by Bank, relating to Entries transmitted by Company. Bank must provide such information to Company within two Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Originator within six Business Days of Company’s receipt of the NOC information from Bank or prior to initiating another entry to the Receiver’s account, whichever is later. If Company fails to comply with these requirements, Company will reimburse Bank for any fines assessed arising out of non-compliance with NOC Entries or Corrected NOC Entries. Bank reserves the right to suspend or terminate Services pursuant to Section 28 of this Agreement.

17. **The Settlement Account** Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this ACH Originator Addendum by debiting the Settlement Account of Company, and shall credit the Settlement Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Company. Such credit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of available funds in the Settlement Account sufficient to cover its payment obligations under this ACH Originator Addendum. Company shall maintain such balance for a period of at least ninety (90) days after the date of its last Entry prior to termination of this Addendum to ensure payment of any outstanding Entries. In the event there are not sufficient available funds in the Settlement Account to cover Company’s obligations under this ACH Originator Addendum, Company agrees that Bank may debit any account maintained by Company with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company’s obligations. Upon request of Bank, Company agrees to promptly provide Bank such information pertaining to Company’s financial condition as Bank may reasonably request. Bank shall have the right to reject Entries initiated by Company without notice if Bank has reason to believe that there will be insufficient collected funds on the relevant Settlement Date.

18. **Account Reconciliation** Entries transmitted by Bank or credited to a Receiver’s account maintained with Bank will be reflected on the Company’s periodic statement issued by Bank. Company agrees to notify Bank promptly of any discrepancy between Company’s records and the information shown on any such periodic statement. If Company fails to notify Bank within thirty (30) days of receipt of a periodic statement, Company agrees that Bank shall not be liable for any other losses resulting from Company’s failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company

fails to notify Bank within sixty (60) days of receipt of a periodic statement, Company shall be precluded from asserting such discrepancy against Bank.

19. Company Representations and Warranties; Indemnification

19.1 With respect to each and every Entry initiated by Company, Company represents and warrants the following, and will be deemed to have made the same representation and warranty at the time each Entry is initiated by Company: (a) it has complied with all aspects of each Entry required by this ACH Originator Addendum and by the Rules, (b) it shall be bound by and comply with the Rules, including without limitation the provision making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, (c) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (d) such Authorization is operative at the time of transmittal or crediting by Bank as provided herein, and (e) each Entry shall in no way violate Applicable Laws. Company specifically acknowledges that it has received notice of and agrees to be bound by the Rules regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

19.2 Company shall indemnify Bank against any loss, liability, or expense (including NACHA fines, reasonable attorney's fees, court costs, and expenses) resulting from or arising out of any breach of any of the foregoing representations, warranties or agreements, including without limitation the failure of the Originator to perform its obligations as an Originator under the Rules.

20. Responsibilities of the Bank; Limitations on Liability

20.1 In the performance of the ACH Originator Services required by this ACH Originator Addendum, Bank shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to this ACH Originator Addendum and the Master Agreement, and shall not be responsible for the accuracy or completeness of any information so provided. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due Authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. In addition to any excuses from performance set forth in the Master Agreement, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

20.2 In addition to the limitations of liability set forth in the Master Agreement, Bank shall be liable only for the Company's actual damages arising solely from Bank's obligations to Company with respect to Entries transmitted pursuant to this ACH Originator Addendum; Bank

shall not be liable for any damages or other losses to the Company due to claims made by any Originator in connection with any arrangement or agreement under which Company transmits Entries pursuant to this ACH Originator Addendum. In no event shall the Bank be liable for any consequential, special, incidental, punitive, or indirect loss or damage which Company may incur or suffer in connection with this ACH Originator Addendum, whether or not the likelihood of such damages was known or contemplated by Bank and regardless of the legal or equitable theory of liability which Company may assert, including without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this ACH Originator Addendum.

20.3 Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Settlement Account.

21. **Inconsistency of Name and Account Number** Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Company even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

22. **Data Retention** Company shall retain data on file adequate to permit remaking of Entries for forty-five (45) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including without limitation, Company's responsibilities to retain all items, source documents, and records of Authorization, in accordance with the Rules.

23. **Unauthorized Debits** Debit Entries to business accounts that are returned by the RDFI as an Unauthorized Debit will bear Return Code R29 (Corporate Customer Advises Not Authorized) and must be received by the RDFI's ACH operator by its deposit deadline for the return Entry to be made available to the ODFI no later than the opening of business on the second Business Day following the Settlement Date of the original Entry. Debit Entries to consumer accounts that are returned by the RDFI as Unauthorized Debits will be handled in accordance with the requirements of the EFTA, including without limitation the sixty (60) day maximum time period for reporting of Unauthorized Debits.

24. **Records** All magnetic tapes, Entries, Security Procedures, and related records used by Bank in rendering the ACH Originator Services hereunder, shall be and remain its property. Bank may in its sole discretion and at Company's request make available to Company information contained in such records then on hand. Any expenses incurred by Bank in doing so will be paid by Company.

25. **Audit** In order to permit Bank to meet its audit obligations under the Rules, Company agrees to cooperate with Bank by providing it with transaction records, copies of Authorizations,

identity verifications, and other records or documentation of its compliance with the Rules, as Bank may request from time to time. Upon reasonable advance notice, not to exceed ten (10) Business Days, Bank shall have the right to conduct an audit of Company during normal business hours for its compliance with the Rules, at Company's expense, but no more often than once per year. This audit may include, but not limited to, obtaining Company's financial records in order to assess risk limitations. Bank reserves the right to conduct a follow up audit or audits within a one year period at Company's expense in the event Company fails to operate in accordance with the Rules.

26. **Restricted Transactions** Company agrees that it will not initiate Funds Transfers that arise out of or concern any unlawful or fraudulent activities, including without limitation, Funds Transfers associated with any prohibited business as described by Bank policies.

27. **Cooperation in Loss Recovery Efforts** In the event Bank or Company may be liable to each other or to a third party in connection with the ACH Originator Services provided under this ACH Originator Addendum, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

28. **Right to Terminate or Suspend the ACH Originator Services** Company may terminate this ACH Originator Addendum at any time. Such termination shall be effective on the third Business Day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate or suspend the ACH Originator Services from time to time for any reason without prior notice. Without limitation of the foregoing, Bank may suspend or terminate the Services if (new) Company fails to comply with all NACHA requirements including, but not limited to, annual audit and risk assessment requirements (a) Company breaches any agreement, representation, warranty or covenant with Bank; (b) Bank has reason to believe an unauthorized transaction has taken or may take place involving any of the Accounts or the Services; (c) Company becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (d) Bank is uncertain as to any Person's authority to give Bank instructions regarding the Account or the Service. The foregoing represents examples of circumstances in which Bank may terminate or suspend the Services, but do not limit Bank's right to terminate the Services at any time for any reason or for no reason at all. Any termination of this Addendum shall not affect any of Company's obligations arising prior to such termination. Company shall maintain a balance of available funds in the Settlement Account sufficient to cover its payment obligations under this ACH Originator Addendum for a period of at least ninety (90) days after the date of its last Entry to ensure payment of any outstanding Entries.

Schedule A
Transmittal of Entries by the Company

All files submitted by Company will be formatted into a format that is approved by the Rules. Transmission and other formatting specifications will be as determined by Bank from time to time.

Electronic Files. As the preferred method for receiving and processing all files, Company agrees to submit all Entries to Bank by 8:00 pm Eastern Time using Digital Banking Services. Any Entry submitted after 8:00pm Eastern Time will be processed the following Business Day.

Initial here

Tax ID _____

Date _____

**LAKE CITY BANK
REMOTE DEPOSIT SERVICES ADDENDUM
TO
MASTER DIGITAL BANKING SERVICES AGREEMENT**

This remote deposit services addendum (“**Remote Deposit Services Addendum**” or this “**Addendum**”) sets forth the product information, disclosures, and terms and conditions for Company’s use of the RDS (as defined herein). This Addendum, together with the Master Digital Banking Services Agreement (the “**Master Agreement**”) entered into between Lake City Bank (“**Bank**”) and Company, Company’s application for Digital Banking Services (the “**Application**”), the Account Terms and Conditions, the Security Procedures Schedule, and any schedules or exhibits to this Addendum or the Application, constitute the entire agreement between Company and Bank for the Services.

1. Definitions.

- 1.1** “**Check**” means an Original Check, as defined in Regulation CC, except that “Check” does not include a Substitute Check or a remotely created check. Only Checks written on United States Financial Institutions may be submitted through the Service. All foreign checks must be presented in original form.
- 1.2** “**Check Image**” means the digitized image of a Check that is created by Company and transmitted to Bank using the RDS.
- 1.3** “**Cut-Off Time**” means the latest time by which Company may advise Bank as to any action it must take hereunder as set forth in the Documentation.
- 1.4** “**Documentation**” means the Related Agreements and the User Guide that Bank may provide to Company from time-to-time in connection with the RDS.
- 1.5** “**Endpoint**” means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Check Images or Substitute Checks.
- 1.6** “**Equipment**” means the scanning equipment required for the Services and approved by Bank.
- 1.7** “**Exception**” means a Check Image that does not conform to the requirements of this Addendum and is not deposited in the Account.
- 1.8** “**Image Exchange Item**” means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
- 1.9** “**Item**” means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to the Company, and includes Checks, Substitute Checks, and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States currency.
- 1.10** “**Non-cash Item**” means an Item that would not otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists

of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post- encoded in magnetic ink with the routing number of the Payor Financial Institution.

- 1.11 **“Payor Financial Institution”** means the United States Financial Institution that is a payor bank for any Item.
- 1.12 **“RDS Administrator”** means one or more administrators with the specific authority to access and use the RDS described herein only, appointed by the Administrator.
- 1.13 **“Regulation CC”** means 12 C.F.R. Part 229, as it may be amended from time to time.
- 1.14 **“Services”** or **“RDS”** means Bank’s Remote Deposit Services that enables the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.
- 1.15 **“Software”** means the software provided by Bank for the creation and deposit of Check Images.
- 1.16 **“Substitute Check”** means a paper reproduction of an Item that satisfies the requirements and definition of “substitute check” set forth in Regulation CC and that is the legal equivalent of the original Check.
- 1.17 **“UCC”** means the Uniform Commercial Code as enacted in the State of Indiana, and as it may be amended or revised from time to time.
- 1.18 **“United States Financial Institution”** means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a state or local government.

Capitalized terms used in this Addendum and not otherwise defined above or in the Master Agreement or the Application, will have the meanings given them in the UCC.

- 2. **Remote Deposit Services.** Bank agrees to provide the Services for the conversion of Checks to Substitute Checks or Image Exchange Items, which would enable Company to transmit paper Checks converted to Check Images to Bank for processing and deposit into an Account maintained at Bank. Bank and Company will comply with the terms and provisions of this Addendum with respect to the use of the Services. Unless otherwise provided, all ACH Transfers will be governed by the applicable ACH Services Addendum, and all Substitute Check and Image Exchange Item transactions will be governed by this Addendum.
- 3. **Implementation.** Company will capture digitized images of Checks using Software and Equipment provided by or through Bank or Bank’s designated supplier, or other Software and Equipment acceptable to Bank, and will ensure that the output files are compatible with the Service and the Software. Company shall transmit its output files as provided in the Documentation.
- 4. **Company Responsibilities.**
 - 4.1 **Company's General Responsibilities.**
 - 4.1.1 Company shall maintain one or more Accounts at Bank for the receipt of deposits of Items.
 - 4.1.2 Company will only submit Checks for processing to Bank that meet the definition of "Check" in Section 1.1 above and will ensure that the Check Images meet the standards for image quality required by Regulation CC, or other standards

established by Bank or applicable law. Company will not process any third-party Checks. Bank's processing of any Exception shall not constitute a waiver by Bank or obligate it to process such Exception in the future. Bank may discontinue processing of an Exception at any time, without cause or prior notice.

- 4.1.3 Company will (i) ensure that Checks are properly endorsed or otherwise processed to permit only United States Financial Institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain and destroy Checks as set forth in Section 4.1.10 below and in the Documentation, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.
- 4.1.4 Company agrees to purchase and use the Equipment that is compatible with Bank's systems and that has been approved by Bank. Company understands and agrees that it is Company's sole responsibility and expense to operate and maintain the Equipment in accordance with the requirements and instructions of the manufacturer of the Equipment and Company shall adhere to all maintenance guidelines and recommendations for service of the Equipment as provided by the manufacturer of the Equipment. Company will use the Equipment and Services, including the entering, processing, and transmittal of Check Images, in accordance with the Documentation. Company will ensure that the Equipment for the Services are clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes.
- 4.1.5 Company shall maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this Addendum. Bank will provide technical and operational training to the RDS Administrator, and to each authorized user given access to the Services, the Software, and the Equipment. Upon request, Bank will provide technical and operational training for primary, backup, and new employees that will have access to the Services, the Software and/or the Equipment.
- 4.1.6 Company will provide, at its own expense, an internet connection, such as via a digital subscriber line or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible Web browser, and other equipment and supplies required to use the Services, all of which must satisfy any minimum requirements set forth in the Documentation or as otherwise may be acceptable to Bank. Company will be responsible for the support and maintenance of such internet connection and all other computer hardware, software, and equipment required to use the Services, including without limitation troubleshooting internet connectivity issues with Company's internet service provider.
- 4.1.7 Company shall be responsible for verifying Bank's receipt of Company's transmissions by verifying that deposits have been posted to the appropriate Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with Bank.
- 4.1.8 At Bank's direction and instruction, Company shall be responsible for installing and implementing any changes and upgrades to the Services as required by Bank within five (5) days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Services.
- 4.1.9 Company shall exercise due care in preserving the confidentiality of any Security Procedures and shall further prevent the use of the Services by unauthorized

persons. Company assumes full responsibility for the consequences of any missing or unauthorized use of or access to the Services or disclosure of any Confidential Information or instructions by Company, its employees, and agents.

- 4.1.10 Company will retain each Original Check in accordance with the Documentation. If not directed otherwise by Bank, Company will store Original Checks in a safe and secure environment, under lock and key requiring dual control for entry where applicable, for a period of sixty (60) days after such Item has been digitized and processed. Company shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to Original Checks, and (b) that the information contained on such Original Checks or on any corresponding Check Images are not disclosed to third parties. Company will promptly (but in any event within five (5) Business Days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to Bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as Bank otherwise deems necessary. Company will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by Bank to destroy Original Checks after Company's retention period has expired.
- 4.1.11 Company understands and agrees that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to Company and Company's Account charged for the amount of the Item plus any associated fee as disclosed in Bank's Fee Schedule then in effect. Unless Bank and Company agree otherwise in writing, Bank's right to charge the Account of Company will apply without regard to whether the Item is timely returned to Bank or whether there is any other claim or defense that the Item has been improperly returned to Bank.
- 4.1.12 Company warrants and represents that it is not now engaged, and will not during the term of this Addendum engage, in any business that would result in Company being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations at 31 C.F.R. Part 103, except as otherwise specifically disclosed in writing to Bank.
- 4.1.13 Company will not engage in any activity directly or indirectly related to the use of the Services that is illegal or fraudulent. Company understands that Bank may require certain financial information relating to Company in connection with the Services, in which case Company agrees to provide Bank with such information within a reasonable period of time after receiving such a request for information from Bank.

4.2 Remote Deposit Service.

- 4.2.1 Company will create images of Checks at Company's location by use of the Equipment and specified Software approved or provided by Bank. Company will enter any other required information correctly. The Check Images will be transmitted by Company to Bank, or Bank's authorized processor, over the internet through a web-based interface.
- 4.2.2 Company's Account will be provisionally credited upon Bank's acceptance of Check Images for deposit received by Bank from Company through the Service during any Business Day, subject to the Cut-Off Time. Bank will not examine Checks to verify any data or dates. The Check Image must be clear and include all information required by the Applicable Rules (as defined in Section 5 below) for processing and collection of Items.

- 4.2.3 Bank will process each Check Image according to the amount entered by Company, if applicable, or by the numeric amount shown on the Check Image. If the numeric amount is unclear, Bank may process the Check Image according to the written amount on the Check Image and Bank may correct the amount entered by Company. If the Check Image is ambiguous and/or does not have the necessary information to be processed by Bank, Bank will return the Check Image as an Exception. Checks made payable to Company or any reasonable variation thereof, as determined by Bank in its sole discretion, are acceptable for deposit.
- 4.2.4 If a Check Image is treated as an Exception, the Check Image will be forwarded by Bank to Company, and not deposited or otherwise reflected in the Account. Bank will disregard any notation on a Check containing “paid in full” or other restrictive notation, whether preprinted or handwritten, and treat any such Check Image as though such notation did not appear thereon. Bank reserves the right to reject any single Check Image or group of Check Images for any reason.
- 4.2.5 Bank will maintain the appropriate Account for Company to receive credit and provide other specific information required by Bank related to the Services. All deposits received by Bank are accepted subject to Bank's verification and final inspection and may be rejected by Bank in Bank's sole discretion. All deposits are subject to the Account Terms and Conditions. If Bank at any time discovers that the legal amount of a Check is different than the amount that has been credited to the Accounts, Bank will make necessary adjustments to the Account to correct the discrepancy.

- 5. **Compliance with Law.** Company shall comply with all of the following, as the same may be amended from time to time (collectively, the “**Applicable Rules**”): (i) laws, rules, and regulations applicable to Company, to the business and operation of Company, and to the Services, including, without limitation, Regulation CC, the UCC and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Addendum; and (ii) any compliance requirement or obligation that Bank and/or Company may have with respect to the Services under all applicable U.S. federal and state laws, regulations, rulings, including without limitation sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to identity theft detection and anti-money laundering, including but not limited to, the Fair Credit Reporting Act, the Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such acts.
- 6. **Software.** At any time during the term of this Addendum, Bank may require, in its sole discretion, the use of Software in connection with the Services. If Software is required, Bank will provide to Company a copy of the Software or instructions on how to obtain the necessary Software. Company acknowledges that the Software and Documentation are the property of Bank and that upon termination of this Addendum, Company will promptly return the Software and Documentation, including materials related to the Documentation, to Bank. Company acknowledges that its licenses to any Software that may be required for the Services are directly from the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by Company or otherwise provided to Company. Company will use the Software solely for the purpose of transmitting output files to Bank consistent with this Addendum and not for communications with any other party. Company will not allow access to the Software or the use of the Services by any person other than Company, and will only process Items arising from a transaction or obligation between Company and its direct payor. Company will not reproduce the Software or other functionality or content included or used for the Services or on which the Services are based. Additionally, Company will not decompile, reverse engineer or disassemble the Software or otherwise attempt to derive computer source code from the Software functionality of the Service. Notwithstanding anything in this Addendum to the contrary, Company may use the Software on only one (1) computer and shall not provide the Software to another party without the prior written

consent of Bank. All Software shall be maintained by Company at Bank's direction, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to Bank.

7. Bank Rights and Responsibilities.

- 7.1 For all Check Images processed by Company pursuant to this Addendum, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. Bank may in its sole discretion determine the manner of processing. All such processing and presentation shall be done in accordance with timeframes and deadlines set forth in the Documentation and as otherwise established by Bank from time to time.
- 7.2 Unless otherwise agreed by the Company and Bank, Bank will process any returned Items in accordance with applicable law and the Account Terms and Conditions.
- 7.3 Subject to Section 7.5 below, availability of credit from Items processed under this Addendum will be subject to the funds availability schedule of Bank as set forth in "Your Ability to Withdraw Funds" ("**Funds Availability Schedule**"), which may be amended without notice.
- 7.4 Bank may at its discretion monitor the Company's deposits as to total dollar amount, number of Items, and frequency of deposits, and at its sole option may, for risk management purposes, limit or refuse to process Company's Check Images. Bank may from time to time establish exposure limitations and assign them to Company.
- 7.5 In addition to any other rights Bank may have with regard to the Accounts of Company, Bank may hold and use funds in any Account following termination of this Addendum for such time as Bank reasonably determines that any Item processed by Bank prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which Bank may be responsible or to collect any unpaid fees. Company recognizes that under the Applicable Rules Bank's representations and warranties as regards Image Exchange Items and Substitute Checks may expose Bank to claims for several years following processing of the Image Exchange Item or Substitute Check.
- 7.6 Bank may at its sole discretion conduct an on-site inspection, upon advance notice, of Company's place of business to ensure compliance with the provisions of this Addendum. Any such inspection shall be at the cost of Bank.
- 7.7 Bank may add, delete or change the features or functions of the Services, at any time in Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Company's usage of the Service, Bank will notify Company of the change in advance. Otherwise, the Bank will notify the Company of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically.

8. Processing Times.

- 8.1 The Services are available for use during the times set forth in the Documentation, or such other hours as established by Bank from time to time. Transmissions processed after 6:00 PM EST on a Business Day, or on any day that is not a Business Day, are treated as occurring on the next Business Day.
- 8.2 Check Images processed for deposit through the Service will be deemed to have been received by Bank for deposit at the time the Check Images are actually received and accepted at Bank.

- 8.3 Items will be processed and ready for presentment by Bank after Bank receives all good digitized images and associated data for any given transmission from Company. Bank will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.
- 8.4 If under Section 8.2 above a Check Image is not accepted for deposit, Company may then submit the Check to Bank for processing or contact the maker to reissue the Check. If Company submits the Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require Company to have the maker reissue the Check.
- 8.5 It is Company's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet Bank's Funds Availability Schedule as established by Bank. Company is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

9. **Security Procedures.**

- 9.1 Company will be solely responsible for establishing, maintaining, and following the Security Procedures in connection with its use of the Services.
- 9.2 Company shall comply with online instructions for using the Services by taking reasonable steps to safeguard the confidentiality and security of any Access Credentials, Equipment, and other proprietary property or information provided in connection with the Services.
- 9.3 Bank may elect, at Bank's discretion, to verify the authenticity or content of any transmission by placing a call to any authorized signer on Company's Account or any other person designated by Company for that purpose in its Application. Bank may deny access to the Services without prior notice if unable to confirm any person's authority to the access the Service or if Bank believes such action is necessary for security reasons. Company acknowledges that Bank is not obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act any communication where the bank reasonably doubts its authorization, contents, origination or compliance with the Security Procedures.
- 9.4 Company shall: (i) limit access to and ensure safeguarding of any and Remote Deposit Capture equipment to persons who have a need for such access, and shall closely and regularly monitor the activities of employees who access the Services; (ii) notify Bank immediately if it has any reason to believe the security or confidentiality required by this provision has been or may be breached, or if any account balance or charge on their account is not accurate; and (iii) immediately change any Access Credential if it knows or suspects the confidentiality of such Access Credential has been compromised in any way. The RDS Administrator as designated in the Application, has the authority to appoint Authorized Users.

10. **Company Representations and Warranties.** Company makes the following representations and warranties with respect to each Item processed by Company pursuant to this Addendum:

- 10.1 Each Check Image is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Company converted the Check to a Check Image and contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return.
- 10.2 All encoding, transfer, presentment, and other warranties as Bank is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the

rules of any image exchange network.

- 10.3 There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and the Company assumes responsibility for any such duplicate presentment of any Check.
- 10.4 Each Check is currently and was at the time of its creation, a bona fide and existing obligation of the payor, free and clear of all security interest, liens and claims whatsoever of third parties and is not now nor has it ever been declared in default.

11. **Limitation of Liability.**

- 11.1 Bank will not be liable to Company for any of the following: (i) any damages, costs or other consequences caused by or related to Bank's actions that are based on information or instructions that Company provides to Bank; (ii) any unauthorized actions initiated or caused by Company or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in this Addendum; (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than the breach of contract, gross negligence or willful misconduct of Bank), including without limitation, that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) Company's or any other party's lack of access to the internet or inability to transmit or receive data; (vi) failures or errors on the part of internet service providers, telecommunications providers or any other party's own internal systems; (vii) if Company does not follow or comply with the representations or warranties set forth in Section 10 above; (viii) any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Access Credentials; or (ix) the failure of any communications network or the Equipment in connection with any intrusion or stolen data or events beyond Bank's control.
- 11.2 Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank in connection with the Services will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution.

12. **Termination of the Services.** This Addendum may be terminated in accordance with the terms of the Master Agreement.

13. **Cooperation in Loss Recovery Efforts.** Company agrees that in the event of damages for which Bank or Company may be liable to each other or to a third party hereunder, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

14. **Business Continuity Plan.** Company has adopted and maintains a business continuity plan that provides for the continuation of operations during and after a significant disaster, including without limitation a service failure at Bank's or Company's location. The business continuity plan should address in particular Company's security and record retention and destruction obligations hereunder, and should provide that in the event of a service failure, the Company shall physically deliver Items to a Bank branch location.

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Tax ID _____

Date _____

LAKE CITY BANK

WIRE TRANSFER SERVICES ADDENDUM TO MASTER DIGITAL BANKING SERVICES AGREEMENT

This Wire Transfer Service Addendum (“**Wire Transfer Addendum**” or the “**Addendum**”) sets forth the product information, disclosures, and terms and conditions for wire transfer services (the “**Wire Transfer Services**”) provided by Lake City Bank (“**Bank**”). This document, together with the Master Digital Banking Services Agreement (the “**Master Agreement**”) entered into between Bank and Company, Company’s Application for Digital Banking Services (the “**Application**”), the Account Terms and Conditions, the Security Procedures Supplement, and any schedules, supplements, or exhibits to this Wire Transfer Addendum or the Application, constitute the entire agreement between Company and Bank for the Wire Transfer Services.

Definitions. As used herein, “**SAC**” means a secure access code used as a security code in connection with Payment Orders as required by the Security Procedures.

Capitalized terms used in this Addendum and not otherwise defined herein will have the meanings given them in the Master Agreement.

1. **Authority; Payment Orders.** Company has requested that Bank execute Payment Orders on its behalf from time to time, and may communicate a Payment Order to Bank by the means and in the manner agreed to between the parties. Upon receipt of a Payment Order, Bank is authorized by Company to transfer funds from the designated Account to any other deposit account, whether such other deposit account is with Bank or another financial institution, in accordance with instructions received from the Administrator or an Authorized User. Bank shall execute Payment Orders in any order convenient to Bank and shall select such means and routes for the transfer of funds, as Bank, in its sole discretion, considers appropriate under the circumstances. Payment Orders are irrevocable upon receipt by Bank.

2. **Verification and Notification; Rejection of Payment Orders.** If Bank is unable to verify a Payment Order pursuant to the Security Procedures within a reasonable time, Bank reserves the right to reject said Payment Order. Bank will make a reasonable effort to notify Company by telephone of such inability to verify and/or rejection; provided, however, that Bank shall not be liable for any failure to provide such notice. Any other required notification hereunder by either party shall be given in accordance with the provisions of the Master Agreement.

3. **Confirmation of Payment Orders/Advices** For all funds transfers made through use of Digital Online Banking, Bank will provide an online confirmation at the time the Payment Order is issued by Company. For all other funds transfers, the Company’s confirmation will be reflected on the Company’s Account statement. Company agrees to examine confirmations and monthly account statements promptly upon receipt, and to promptly notify Bank of any discrepancy between Company’s records and the information shown on a confirmation or any periodic statement. If Company fails to notify Bank of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from

Company's failure to give such notice or any loss of interest or any interest equivalent with respect to a funds transfer shown on such periodic statement.

4. **Processing Date.** Subject to Section 8 below, Bank will act upon all Payment Orders on the Business Day received, when received prior to 2:00 PM (EST) for international wire transfers and 4:00 PM (EST) for domestic wire transfers, and as may be modified from time to time by Bank upon notice to the Company. Bank will not guarantee that Payment Orders received after the cut-off deadline will be processed on a same-day basis, but, in any event, such Payment Orders will be processed no later than the following Business Day on which wire transfers are processed. If Bank cannot execute a Payment Order that it received prior to its cut-off time on the same Business Day, it will promptly notify Company by telephone or other reasonable means available to advise Company of the delay. Bank does not guarantee the receiving time of any domestic funds transfer nor the receiving date of any international funds transfer.

5. **Amendment or Cancellation of Wire Transfers.** Company shall have no right to amend, revoke, or cancel a Payment Order after it has been initiated by Company through online banking. Payment Orders initiated through Online Banking are irrevocable. However, Bank shall make a reasonable effort to act on Company's request for amendment of a Payment Order prior to the time that Bank executes such Payment Orders, but Bank shall have no liability if such amendment is not accomplished.

6. **Rejection of Payment Orders.** In addition to the right to reject Payment Orders described in Sections 2 and 10, Bank reserves the right to reject, in Bank's sole discretion, any Payment Order that contains a Payment Date more than 364 days after the Business Day such Payment Order was received by Bank. Bank shall notify Company by any reasonable means, including but not limited to, telephone, electronic transmission or in writing, at Bank's option, no later than the next Business Day after the day the Payment Order would otherwise have been accepted by Bank. Bank shall have no liability to Company by reason of the rejection of any such Payment Order or the fact that such notice is not given at an earlier time than that provided for herein.

7. **International Wire Transfers.** If Company requests a funds transfer in United States Dollars to a foreign country, Bank may transfer payment in the currency of the beneficiary's bank's country at Bank's, or Bank's paying correspondent's or agent's or sub-agent's, buying rate of exchange for United States Dollar transfers. If Company requests a funds transfer in a quoted amount of local currency, Bank will conduct the funds transfer according to current exchange rates. If for any reason the funds transfer is returned, Company agrees to accept the refund in United States Dollars in the amount of the foreign money credit, based on the current buying rate of the bank converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by Bank. When remittance is made by Bank by telex, telegraphic cable, wireless, foreign government telegraphic service, telephone or mail, Bank is acting as agent of Company in transmitting the same.

8. **Automated Standing Payment Orders.** Unless Company has been approved by Bank and has completed the Automated Standing Order Services section of the Application, Bank will not accept and process an automated standing payment order ("**Automated Standing Payment Order**") submitted by Company. Beginning on the date designated on the Application, and continuing on each Business Day thereafter until such Automated Standing Payment Order is cancelled or amended by Company, Bank will act on each Automated Standing Payment Order on each Business Day that the requirements for initiating a Payment Order in the Application are met. Company represents and

warrants to Bank that such Automated Standing Payment Order is operative at each time Bank acts upon it as provided herein.

9. **Beneficiary Information.** If a Payment Order describes the intended beneficiary, the beneficiary's bank, or an intermediary bank, inconsistently by name and account number, then Bank and subsequent parties to the funds transfer may act solely on the basis of such number, or other identifying number, if it identifies a person different from the named beneficiary. If Company is the originator of a Payment Order containing an inconsistent name and account number, and the beneficiary's bank, including Bank, without knowledge of the inconsistency, makes payment on the basis of the account number, then Company is obligated to pay the amount which is directed to the account number given.

10. **Collected Funds.** Bank may, but shall not be obligated to, act upon a Payment Order which exceeds the amount of collected funds in Company's Account, or it may reject the Payment Order. If Bank elects to make any funds transfer that exceeds the amount of collected funds, Company shall be liable for any amount transferred in excess thereof, which shall be due and payable within one Business Day. In addition to any other rights Bank may have by law or pursuant to the Master Agreement, Bank shall have the right to set off any such amount against any amount due and owing by Bank to Company.

11. **Distribution.** Company shall be solely responsible for controlling Company's distribution and safekeeping of, and access to, the Security Procedures, "SACs", repetitive Payment Order codes, initial passwords, replacement passwords, telephone numbers and any other confidential code Bank may assign. Pursuant to the Security Procedures, any Payment Order accompanied by an appropriate SAC will be deemed made by the Administrator or an Authorized User.

12. **Electronic Recording.** If a dispute arises between Company and Bank with respect to one or more terms of any Payment Order initiated, amended, or confirmed by telephonic communication, then any electronic recording of the telephonic communication maintained by Bank in the ordinary course of business shall be conclusive as to the terms of the Payment Order in dispute.

13. **Limitation of Liability; Indemnity.** In furtherance of the provisions with respect to Bank's liability for the Services hereunder set forth in the Master Agreement, Bank shall be liable to Company only for its own grossly negligent performance or non-performance of the Wire Transfer Services, and its responsibility in performing the Wire Transfer Services shall be limited to the exercise of reasonable and ordinary care. Bank shall not be liable for any error or delay on the part of any third party, including without limitation third parties used by Bank, in executing any Payment Order or performing a related act, or for any error or delay in executing a Payment Order or performing a related act due to any cause other than its own failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be Bank's agent. Bank's liability, in the event of a delay or failure to transfer, is limited to the interest on the amount which was to be transferred or the amount which was delayed, whichever is applicable, from Business Day of receipt of the Payment Order until Bank executed the Payment Order. Bank's liability shall, in the event of a transfer of an erroneous amount, be limited to a refund of the amount transferred in error, plus interest thereon from the date of the transfer until the date of the refund, but not to exceed sixty (60) days. Any interest for which Bank may be liable hereunder shall be calculated on the basis of the average Federal Funds rate as published in the Wall Street Journal for each day of the period involved, computed on the basis of a 360-day year. Except as may be limited by applicable law, you agree to indemnify Bank and hold Bank harmless (including payment of reasonable attorney's fees) against all loss and liability to third parties arising out of, or in connection with, the terms and conditions of this Wire Transfer Addendum or the Wire Transfer Services provided

hereunder or otherwise pursuant to your instructions, except where Bank's gross negligence or willful misconduct was the direct and proximate cause of such loss.

14. **Company Authorized User.** Bank is hereby authorized to accept Payment Orders and verification from Company's Authorized User, and may rely on the authority of the named Authorized User until his/her authority is changed or revoked in writing.

15. **Designation of Funds transfer System and/or Intermediary Bank.** In the event Company does not specify a Payment Orders payment system, communication system or intermediary bank when initiating a particular funds transfer order, Bank will use one of the following systems: FedWire System, Society for World-Wide Interbank Financial Telecommunications (SWIFT), any intermediary bank identified by the foregoing systems as a correspondent bank of the beneficiary's bank, or any payment system or intermediary bank which Bank deems reasonable under the circumstances. Company agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local laws.

16. **Governing Law.** All funds transfers are governed by the Master Agreement, this Wire Transfer Addendum, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable federal, state and local laws and regulations. Company agrees not to initiate or receive a wire transfer Payment Order in violation of applicable federal, state or local law.

Initial Here

Application Type: Application

Tax ID

Date

**LAKE CITY BANK
DIGITAL BANKING SERVICES APPLICATION**

Name of Bank Contact Person (“Administrator”): _____

Full (Legal) Company Name (“Company”): _____

Company Tax ID Number: _____

Phone: _____ Email Address: _____

Mailing Address: _____

Composite Relationship:

Key Account: _____ *Enter task for special requests

Account # _____ Account Name: _____

Account # _____ Account Name: _____

Account # _____ Account Name: _____

Account # _____ Account Name: _____

Services Requested and Addenda/Schedules Governing Your Services. You, on behalf of Company, acknowledge that you have received copies of our Master Digital Banking Services Agreement, the Fee Schedule attached hereto as Exhibit A, and each of the following Services Addenda (**including security procedures**) as indicated:

- | | |
|-----------------------------------|-----------------------------------|
| LCB Digital | Account Reconciliation Program |
| ACH Positive Pay | Positive Pay |
| ACH Origination (Self-Originator) | Sweep Services |
| ACH Origination (Third Party) | Zero Balance Account |
| Wire Transfers | Lockbox |
| Remote Deposit Services | Controlled Disbursement Account |
| FTP - ACH | Automated Standing Order Transfer |
| FTP - Positive Pay | Centrix Reporting ACH |
| FTP - BAI2 | Centrix Reporting BAI2 |
| FTP - Lockbox | FTP -X9.37 |

Authorizing Company Resolutions: You, on behalf of the Company, have provided the Bank with authorizing resolutions and certificates for the Company, and for the related companies and accounts listed below, in form and content satisfactory to the Bank.

Authorized Service Contacts

Positive Pay

ACH Positive Pay

RDS

Lockbox

Contact Name: _____ Primary Contact

Daytime Phone: _____ After Hours Phone: _____

Email Address: _____

Positive Pay

ACH Positive Pay

RDS

Lockbox

Contact Name: _____ Primary Contact

Daytime Phone: _____ After Hours Phone: _____

Email Address: _____

Positive Pay

ACH Positive Pay

RDS

Lockbox

Contact Name: _____ Primary Contact

Daytime Phone: _____ After Hours Phone: _____

Email Address: _____

Positive Pay

ACH Positive Pay

RDS

Lockbox

Contact Name: _____ Primary Contact

Daytime Phone: _____ After Hours Phone: _____

Email Address: _____

Positive Pay

ACH Positive Pay

RDS

Lockbox

Contact Name: _____ Primary Contact

Daytime Phone: _____ After Hours Phone: _____

Email Address: _____

Positive Pay

ACH Positive Pay

RDS

Lockbox

Contact Name: _____ Primary Contact

Daytime Phone: _____ After Hours Phone: _____

Email Address: _____

Positive Pay

ACH Positive Pay

RDS

Lockbox

Contact Name: _____ Primary Contact

Daytime Phone: _____ After Hours Phone: _____

Email Address: _____

Initial Here

ACH Origination Services

1. Account Title: _____ Exposure _____ New Existing CIF# _____
Tax ID Number: _____ Account Number: _____
Credit Exposure: \$ _____ Debit Exposure: \$ _____

2. Account Title: _____ Exposure _____ New Existing CIF# _____
Tax ID Number: _____ Account Number: _____
Credit Exposure: \$ _____ Debit Exposure: \$ _____

3. Account Title: _____ Exposure _____ New Existing CIF# _____
Tax ID Number: _____ Account Number: _____
Credit Exposure: \$ _____ Debit Exposure: \$ _____

Check Here for Prefunding

Check Here if ACH files will be Originated as a Third Party

Check Here if ACH files will be uploaded using a NACHA-formatted file

Listed below are some of the ACH applications available. Select Add or Delete next to each account and application. PPD is for personal transactions and CCD is for business transactions.

- | | | |
|---|---|--|
| 1 | 2 | 3 Passthru (files must be unbalanced) |
| 1 | 2 | 3 PPD ACH Payments |
| 1 | 2 | 3 PPD Collect Money (Not an option for Prefunding Customers) |
| 1 | 2 | 3 CCD ACH Payments |
| 1 | 2 | 3 CCD Collect Money (Not an option for Prefunding Customers) |
| 1 | 2 | 3 Payroll |
| 1 | 2 | 3 EFTPS Tax Payments |
| 1 | 2 | 3 CTX (Currently only offered through Passthru) |
| 1 | 2 | 3 Same Day |
| 1 | 2 | 3 Other / Please list: |
| 1 | 2 | 3 Other / Please list: |

Initial Here

ACH Origination Services – Additional Accounts

CIF# _____
Acct. Title: _____
Tax ID Number: _____
Passthru ACH Pymts ACH Collect
Payroll EFTPS Same Day

Acct Number: _____
Exposure: Existing
 New _____
Credit \$ _____
Debit \$ _____

CIF# _____
Acct Title: _____
Tax ID Number: _____
Passthru ACH Pymts ACH Collect
Payroll EFTPS Same Day

Acct Number: _____
Exposure: Existing
 New _____
Credit \$ _____
Debit \$ _____

CIF# _____
Acct Title: _____
Tax ID Number: _____
Passthru ACH Pymts ACH Collect
Payroll EFTPS Same Day

Acct Number: _____
Exposure: Existing
 New _____
Credit \$ _____
Debit \$ _____

CIF# _____
Acct Title: _____
Tax ID Number: _____
Passthru ACH Pymts ACH Collect
Payroll EFTPS Same Day

Acct Number: _____
Exposure: Existing
 New _____
Credit \$ _____
Debit \$ _____

CIF# _____
Acct Title: _____
Tax ID Number: _____
Passthru ACH Pymts ACH Collect
Payroll EFTPS Same Day

Acct Number: _____
Exposure: Existing
 New _____
Credit \$ _____
Debit \$ _____

CIF# _____
Acct Title: _____
Tax ID Number: _____
Passthru ACH Pymts ACH Collect
Payroll EFTPS Same Day

Acct Number: _____
Exposure: Existing
 New _____
Credit \$ _____
Debit \$ _____

Initial Here

Automated Standing Order Services

Wire Transfer ACH

Type of Instruction (choose one)

Sweep– Available* funds above the target balance are sent each business day.

Recurring – Specific amount sent on specific date monthly.

Lake City Bank Client Account:

Checking Account Number _____

Receiving Bank Account Information:

Receiving Bank Account Number _____

Receiving Bank Routing Number _____

Checking Account Name _____

Account Type (choose one): Checking Savings

Payment Instructions for wires:

For Sweep Target Available Balance* _____

For Recurring Amount _____ on (day of month) _____

First Effective Date of Transfer _____

Payment Instructions for ACH:

For Sweep Target Collected Balance* _____

For Recurring Amount _____ Frequency _____

First Effective Date of Transfer _____

Balance Type Used:

* ACH Transfers: Collected Balance (Ledger Balance less check float) less holds of any type.

* Wire Transfers: Available Balance = Ledger Balance less Point of Sales and LCB manually processed holds. This excludes check float and may cause the use of Uncollected Funds at a cost of Prime + 3%. A target Balance slightly above the average float would be suggested in order to avoid using Uncollected Funds.

Initial Here

Remote Deposit Service

Scanner Model: _____

RDS Usage: _____

Daily Anticipated Deposit Amount: \$ _____

Avg checks/deposit: _____

Primary Location: _____

Additional Information, if applicable *(Note: Please use additional sheets as necessary)*

Location Name: _____

Location Contact: _____

Phone Number: _____

Additional Information: _____

Mobile RDS Usage: Yes No

Initially, the listed Administrator will be setup with an RDS user through Digital Banking single sign on. It will be the responsibility of the Administrator to notify the Bank of any additional needed users along with each user's applicable permissions and method of access to RDS.

The Treasury Management Sales Officer has explained the operational process of Remote Deposit Service and has explained the importance of security. I certify that we have (or will have before starting Remote Deposit Service) these following procedures in place:

- A secure, locked cabinet or box to store scanned checks in where not all employees have access.
- We will destroy scanned checks each day and not exceed 60 days of checks on hand
- We also acknowledge that we have updated all security patches and have the latest virus protection signatures/updates for all PCs and network operating systems used for Remote Deposit
- We will not deposit checks via other methods (branch deposit, lockbox, etc) once scanned through Remote Deposit Service unless otherwise directed by Lake City Bank
- I acknowledge that separation of duties is an industry standard best practice and that the company will accept responsibility for assigning all deposit and reconciliation duties within the company

We have utilized Remote Deposit Service (at Lake City Bank or other institutions) for _____

AUTHORIZATION TO OBTAIN CREDIT INFORMATION: by signing this application, I grant Lake City Bank authorization to obtain and evaluate any credit and payment information they deem necessary to evaluate our company's creditworthiness, and based on their findings, approve or disapprove our request for Remote Deposit Services.

Name/Title

Initial Here

Size	Daily Volume (of letter sized envelopes)
1 (3" x 5.5")	10-15
2 (5" x 5.5")	15 - 25
3 (11" x 5.5")	25 +

eLockbox Services

Mailing & Contact Information

Account Number: _____
 PO Box Address: _____ PO Box Size: _____
 eLockbox Administrator: _____ (see Page 2 for additional contacts)

Processing & Retention

Note: Additional information may be required prior to setup
 eLockbox Type: _____ Expected Start Date: _____ Retention: _____
 CD-ROM DVD: _____

Payments & Documents

Average Monthly: Number of Checks _____ Number of Remittance Pages: _____
 Billing Cycle: No Yes _____ Common Payment amount: _____
 Seasonality: Please describe _____
 Accept any Payee (including "Blank"): Yes No, please attach a list of acceptable payees
 Does your customer return a coupon/scannable document with their payment: Yes No
 How many different documents or invoices do you use? _____
 If more than one type is used, are the scan lines in the same location on each? Yes No
 Define any special procedures for correspondent groupings: _____

Do you require a Custom File Output (besides the standard Excel file): No Yes, please attach layout

Additional Information: _____

Please attach a copy of all coupons and invoices including any special instructions. Highlight any information that needs to be manually keyed.

General Specifications

- Amount Discrepancies – In discrepancy situations, the written amount will be used. The invoice will be adjusted, if necessary.
- Unbalanced Transactions – For single transactions (one coupon to one check) the transaction will be balanced to the coupon. For multiple transactions (one to many or many to one) the transaction will remain unbalanced. Retail unbalanced transactions will be balanced to check.
- Checks received without a coupon will be run as check only.
- Correspondence will be scanned front and back. Blank pages will be discarded.
- Unsigned checks will be accepted.
- All dates (no date, postdated or stale dated) will be accepted.
- Bankruptcy documents will be scanned into correspondence.
- Returned mail will be scanned into correspondence with the envelope for forwarding instructions.
- Any ads, catalogs or junk mail received will be discarded.

Coupon Specs (Inches)	Wholesale Invoices	Retail Coupons
Length	6 – 11	4.75 – 8.5
Height	3 – 11	2.75 – 4.8
Thickness	Up to 1/16	.003 - .0075

Sweep Services

Investment Sweep:

Is the customer an existing CDARS® and/or ICS customer?

(Note: All CDARS and all ICS Customer Profiles are linked. Changes made to the Customer Profile impact both services.)

Checking Account: _____ Rate: _____ As of: _____

Threshold Amount: _____

Email Address: _____

Loan Sweep:

Checking Account: _____ Target Balance \$ _____

Pay down only: _____ Pay down and Advance: _____ Line of Credit Number _____ -

Sweep Increment (\$0.01 min) \$ _____

Overdraft Protection from Line:

Checking Account: _____ Line of Credit Number _____ -

Sweep Increment (\$0.01 min) \$ _____

Zero Balance Account:

MZBA: _____

MZBA: _____

SZBA: _____

SZBA: _____

SZBA: _____

SZBA: _____

SZBA: _____

SZBA: _____

SZBA: _____

SZBA: _____

Controlled Disbursement Account (CDA):

CDA Master (Funding) Account Number: _____

CDA Subsidiary Account Number: _____

Additional Instructions:

Initial Here

FTP

Please note we will need further instruction on how client would like FTP services setup in the additional instructions below. Also if this will be an automated login creation or user login creation to setup the MFA process appropriately. For automated logins, please only provide one user as only one user ID needs to be issued.

Service _____

Full Name: _____

Email: _____

Phone# _____

Purpose: _____

Service _____

Full Name: _____

Email: _____

Phone# _____

Purpose: _____

Service _____

Full Name: _____

Email: _____

Phone# _____

Purpose: _____

Service _____

Full Name: _____

Email: _____

Phone# _____

Purpose: _____

Additional Instructions:

Initial Here

Each of the undersigned is duly authorized to execute this Application and act on behalf of the Company with respect to and in connection with the Services anticipated hereunder and pursuant to the Master Digital Banking Services Agreement, as modified or amended from time to time, and to bind the Company to the terms, conditions and obligations set forth herein.

Company Name

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Fee Schedule

Note: All fees are subject to change pursuant to the terms and conditions of the Master Digital Banking Services Agreement

Digital Banking

LCB Digital

Additional Accts

ACH Module

Wire Module

ACH Origination

ACH Origination

ACH Reversal

ACH Return

ACH NOC

Unauthorized Return

Same Day Fee per ID

Same Day Origination

Remote Deposit Services

RDS Monthly Maint.

RDS Deposits

RDS Items Deposited

RDS Addtl Location

Mobile RDS Users

X9.37 Maint.

Mobile Deposits

Sweep Services

Investment Sweep

Line of Credit Sweep

ODP from Line

ZBA Master Acct

ZBA Sub Acct

Positive Pay Services

Check PP Maint.

ACH PP Maint.

Payee Verification

Paid Exceptions

Lockbox Services

Lbx Setup (one time)

Lbx Monthly Maint.

Lcb Web Maint.

Lbx PO Box Rental

Lbx Deposits

Lbx Items Deposited

Lbx Items Processed

Lbx Check Images

Lbx Doc Images

Lbx Archive

Lbx Data Entry

Lbx Correspondence

Expedited Proc.

Lbx CD/DVD

Misc. Services

Tax ID _____

Date _____

LAKE CITY BANK
SAME DAY ACH SUPPLEMENT
TO
ACH SERVICES ADDENDUM - ORIGINATOR

This Same Day ACH supplement (“**Same Day ACH Supplement**” or, this “**Supplement**”) to the ACH Originator Addendum, sets forth the product information, disclosures, and terms and conditions for Same Day ACH services (“**Same Day ACH Services**”) provided by Lake City Bank (“**Bank**”). This Supplement, together with the ACH Originator Addendum, the Master Digital Banking Services Agreement (“**Master Agreement**”) entered into between Company and Bank dated on or prior to the Effective Date, Company’s application for Digital Banking Services (the “**Application**”), the Account Terms and Conditions, the Security Procedures Addendum, and any schedules, Addendums, or exhibits to this Supplement or the Application, constitute the entire agreement between Company and Bank for the Same Day ACH Services. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Master Agreement, the ACH Origination Services Addendum, the Application, and the Rules.

1. By selecting “Same Day ACH” on its Application, Company has requested that Bank permit it to initiate any Same Day Entry, and Bank has approved the Company as eligible for this additional ACH service. Company agrees to pay the additional fees assessed for any Same Day Entry, as communicated by Bank from time to time. Company also agrees to pay additional fees and costs if Company requires any modifications to the reporting provided by Bank.

2. Entries qualifying for processing as a Same Day Entry will be processed in accordance with the procedures set forth below:

2.1 Each ACH file initiated by Company shall be initiated through a secure server or through Bank’s online banking system. All ACH files with Same Day credit Entries must be received by the ACH cutoff time established by the Rules, Same Day Entries must be submitted before 12:30 PM ET in order to qualify as a Same Day Entry, and must use the Effective Entry Date as the date of the Entry.

2.2 Upon receipt of the file, Bank will determine the availability of collected funds in Company’s Settlement Account and will attempt to determine if sufficient funds are available, and if so determined will debit Company’s Settlement Account in the amount of such Same Day Entry. If in Bank’s sole determination the Settlement Account balance at that time has insufficient collected funds on deposit to cover the total amount of the Same Day Entry, the Entry will be rejected.

2.3 Company understands that Entries coded with SEC Codes IAT and ENR, and Entries in excess of \$25,000 are not eligible to be sent as Same Day Entries, and will not be processed.

3. If for any reason, Company decides to cancel the ACH file and if the ACH file has not been released to the Federal Reserve for settlement, Bank will recredit the Settlement Account, provided Bank has received written confirmation of cancellation from Company within sufficient time to process a cancellation under the Rules prior to the settlement of the Entry.

4. Company must ensure that any Entry it submits has the correct Effective Entry Date, and that sufficient funds are available in its Account for settlement of same day transactions. Bank is entitled to presume it is the Company's intent to initiate a Same Day Entry if the stated Settlement Date is the same as the date the Entry is submitted. If Company also utilizes Bank's ACH Positive Pay or ACH Debit Block services, Company acknowledges that Same Day Entries will not be eligible for these services. Bank reserves the right, but shall not be obligated, to obtain verification from Company as to its intent to initiate a Same Day Entry before processing.

5. No modification or waiver of any provision of this Supplement will be established by conduct, custom or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Supplement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which it is given.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the Company agrees to be bound by the terms and conditions of this Addendum as of the Effective Date.

“COMPANY”

(Company Name)

By: _____

Printed: _____

Title: _____

Approved by the Bank:

LAKE CITY BANK

By: _____

Printed: _____

Its: _____

(Signature Page to Same Day ACH Supplement)

RESOLUTION CC 11-18-24-01

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
APPROVING A TRANSFER OF FUNDS WITHIN THE GENERAL ADMINISTRATION
DEPARTMENT BUDGET (FUND#1205)**

Synopsis: Transfers \$182,000.00 within the 2024 General Administration Department budget.

WHEREAS, the sum of One Hundred and Eighty Two Thousand Dollars (\$182,000.00) is needed to pay for expenses in various line items within the 2024 General Administration Department budget; and

WHEREAS, the 2024 General Administration Department budget has excess funds in the amount of One Hundred and Eighty Two Thousand Dollars (\$182,000.00) in the following line items:
General Administration Budget (1205): Line Item 4348000 – Electricity \$32,000.00
General Administration Budget (1205): Line Item 4358500 – Census & Election Fees \$150,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds within the 2024 General Administration Department budget (1205) as follows:

General Administration Budget (1205): Line Item 4348000 – Electricity \$32,000.00
General Administration Budget (1205): Line Item 4358500 – Census & Election Fees \$150,000.00

INTO

General Administration Budget (1205): Line Item 4347000 – Worker’s Compensation \$100,000.00
General Administration Budget (1205): Line Item 4467099 – Other Equipment \$82,000.00

This Resolution was prepared by Samantha Karn, on November 6, 2024, at 1:00 p.m. No subsequent revision to this Resolution has been reviewed by Ms. Karn for legal sufficiency or otherwise.

48 SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this _____ day of
49 _____, 2024, by a vote of _____ ayes and _____ nays.

51 COMMON COUNCIL FOR THE CITY OF CARMEL

52
53 _____
54 Anthony Green, President

55
56 _____
57 Jeff Worrell

58
59 _____
60 Rich Taylor

61
62 _____
63 Anita Joshi

64
65 _____
66 Shannon Minnaar

67
68 ATTEST:

69
70 _____
71 Jacob Quinn, Clerk

72
73 Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of
74 _____, 2024, at _____ . M.

75
76
77 _____
78 Jacob Quinn, Clerk

79
80 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
81 _____, 2024, at _____ . M.

82
83
84
85 _____
86 Sue Finkam, Mayor

87
88 ATTEST:

89
90
91 _____
92 Jacob Quinn, Clerk

This Resolution was prepared by Samantha Karn, on November 6, 2024, at 1:00 p.m. No subsequent revision to this Resolution has been reviewed by Ms. Karn for legal sufficiency or otherwise.

RESOLUTION CC 11-18-24-02

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
APPROVING A TRANSFER OF FUNDS FROM THE CARMEL POLICE DEPARTMENT
BUDGET (FUND 1110) INTO THE MARKETING AND COMMUNICATIONS DEPARTMENT
BUDGET (FUND 1203)**

Synopsis: Transfers \$200,000.00 from the 2024 Carmel Police Department budget into the 2024 Marketing and Communications budget.

WHEREAS, the sum of One Hundred Thousand Dollars (100,000.00) is needed to pay for expenses for Prime Life Enrichment Center; and

WHEREAS, the sum of One Hundred Thousand Dollars (100,000.00) is needed to pay for expenses for Carmel Clay Historical Society; and

WHEREAS, the 2024 Carmel Police Department budget has excess funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) in the following line items:

Carmel Police Department (1110): Line Item 4122000 – Health Insurance \$200,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds from the 2024 Carmel Police Department (1110) as follows:

FROM

Carmel Police Budget (1110): Line Item 4122000 – Health Insurance \$200,000.00

INTO

Marketing and Communications Budget (1203): Line Item 4359000 – Special Projects \$200,000.00

(Remainder of page left intentionally blank)

47 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this _____ day of
48 _____, 2024, by a vote of _____ ayes and _____ nays.

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

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54 Anthony Green, President

Adam Aasen, Vice-President

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56 _____
57 Jeff Worrell

Matt Snyder

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59 _____
60 Rich Taylor

Teresa Ayers

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62 _____
63 Anita Joshi

Ryan Locke

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65 _____
66 Shannon Minnaar

67 ATTEST:

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69 _____
70 Jacob Quinn, Clerk

71 Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of
72 _____, 2024, at _____ . M.

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77 _____
78 Jacob Quinn, Clerk

79 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
80 _____, 2024, at _____ . M.

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85 _____
86 Sue Finkam, Mayor

87 ATTEST:

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90 Jacob Quinn, Clerk

This Resolution was prepared by Samantha Karn, on October 29, 2024, at 8:00 a.m. No subsequent revision to this Resolution has been reviewed by Ms. Karn for legal sufficiency or otherwise.

RESOLUTION CC 11-18-24-03

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, TO LIMIT THE RATE FOR TAXES PAYABLE IN 2024 AND CERTAIN
PAST YEARS AND AUTHORIZE NECESSARY TEMPORARY BORROWING
AMONG CITY FUNDS**

Synopsis: A resolution authorizing appeal to the Department of Local Government Finance for permission to increase the City’s 2025 ad valorem property tax levy in excess of the normal maximum allowable amount.

WHEREAS, The City of Carmel (“City”) collected less property tax revenue than the amounts of its lawful, certified property tax levies for taxes payable in 2025 and certain past years, and

WHEREAS, IC 6-1.1-18.5-16 provides that a City which collects less than its lawful certified levy may petition the Department of Local Government Finance (“DLGF”) for a compensating levy in a future year, and

WHEREAS, IC 6-1.1-18.5-16 further provides that a petition for a levy to compensate for a shortfall must be authorized by the fiscal body of the City, and

WHEREAS, the City cannot carry out its governmental functions under its current maximum levy for the ensuing calendar year without the approval of a levy appeal pursuant to IC 6-1.1-18.5-12;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Hamilton County, Indiana:

Section 1. the Common Council authorizes the filing of a petition for an excess property tax levy to increase the City’s maximum levy by \$1,000,000 in accordance with IC 6-1.1-18.5-16 for taxes payable in 2025.

Section 2. The Common Council represents that the City cannot carry out its governmental functions under its current maximum levy for the ensuing calendar year without an excess levy.

50 **SO RESOLVED** by the Common Council of the City of Carmel, Hamilton County,
51 Indiana, this __ day of _____, 2024.

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53 **COMMON COUNCIL FOR THE CITY OF CARMEL, INDIANA**

54 _____
55 Anthony Green, President

Adam Aasen, Vice-President

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57 _____
58 Rich Taylor, Chaplain

Matt Snyder, Parliamentarian

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60 _____
61 Jeff Worrell

Teresa Ayers

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63 _____
64 Anita Joshi

Ryan Locke

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66 _____
67 Shannon Minnaar

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69 ATTEST:

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71 _____
72 Jacob Quinn, Clerk

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74 Presented by me to the Mayor of the City of Carmel, Indiana, at __ o'clock __.m. on the
75 _____ day of _____, 2024.

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Jacob Quinn, Clerk

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78 Approved by me, Mayor of the City of Carmel, Indiana, at __ o'clock __. m. this _____
80 day of _____, 2024.

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Sue Finkam, Mayor

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83 ATTEST:

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86 Jacob Quinn, Clerk

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93 Resolution CC 11-18-24-03

94 Page Two of Two

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Prepared by Curtis L. Coonrod on October 11, 2024, as suggested language only and not as legal advice.
No subsequent revision has been reviewed by Mr. Coonrod.

RESOLUTION CC 11-18-24-04

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
APPROVING A TRANSFER OF FUNDS WITHIN THE COMMON COUNCIL BUDGET
(FUND#1401)**

Synopsis: Transfers \$109,400.00 within the 2024 Common Council budget.

WHEREAS, the sum of One Hundred and Nine Thousand Four Hundred Dollars (\$109,400.00) is needed to fund donations to various organizations in various line items within the 2024 Common Council budget; and

WHEREAS, the 2024 City Council budget has excess funds in the amount of One Hundred and Nine Thousand Four Hundred Dollars (\$109,400.00) in the following line items:

- Common Council Budget (1401): Line Item 4120000 – Deferred Compensation \$20,000.00
- Common Council Budget (1401): Line Item 4121000 – City’s Share of FICA \$2,000.00
- Common Council Budget (1401): Line Item 4122000 – City’s Share of Health Ins \$83,000.00
- Common Council Budget (1401): Line Item 4124000 – City’s Share of Medicare \$500.00
- Common Council Budget (1401): Line Item 4230100 – Stationary & Printed Material \$750.00
- Common Council Budget (1401): Line Item 4230200 – Office Supplies \$750.00
- Common Council Budget (1401): Line Item 4239099 – Other Miscellaneous \$2,400.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds within the 2024 Common Council budget (1401) as follows:

- Common Council Budget (1401): Line Item 4120000 – Deferred Compensation \$20,000.00
- Common Council Budget (1401): Line Item 4121000 – City’s Share of FICA \$2,000.00
- Common Council Budget (1401): Line Item 4122000 – City’s Share of Health Ins \$83,000.00
- Common Council Budget (1401): Line Item 4124000 – City’s Share of Medicare \$500.00
- Common Council Budget (1401): Line Item 4230100 – Stationary & Printed Material \$750.00
- Common Council Budget (1401): Line Item 4230200 – Office Supplies \$750.00
- Common Council Budget (1401): Line Item 4239099 – Other Miscellaneous \$2,400.00

INTO

Common Council Budget (1401): Line Item 4358100 – Special Organization Donations
\$109,400.00

48 SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this _____ day of
49 _____, 2024, by a vote of _____ ayes and _____ nays.

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51 COMMON COUNCIL FOR THE CITY OF CARMEL

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54 Anthony Green, President

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56 _____
57 Jeff Worrell

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60 Rich Taylor

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63 Anita Joshi

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66 Shannon Minnaar

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68 ATTEST:

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70 _____
71 Jacob Quinn, Clerk

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73 Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of
74 _____, 2024, at _____ . M.

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79 Jacob Quinn, Clerk

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81 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
82 _____, 2024, at _____ . M.

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87 Sue Finkam, Mayor

88 ATTEST:

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91 Jacob Quinn, Clerk

RESOLUTION CC 11-18-24-05

**A RESOLUTION OF THE COMMON COUNCIL OF THE
CITY OF CARMEL, INDIANA, CREATING AN AFFILIATE REVIEW COMMITTEE**

Synopsis: *This Resolution authorizes the creation of a joint committee of the executive and legislative branches to evaluate the purpose, governance and tax structure and related fiscal and risk aspects of all nonprofit corporations and community development corporations that are affiliates of the City of Carmel.*

WHEREAS, the Mayor of the City of Carmel and the City Council are co-equal branches of municipal government that each have a vested interest in ensuring that affiliated nonprofit corporations and community development corporations (together “Affiliated Entities”) operate in compliance with their governance documents and federal tax laws; and

WHEREAS, the Mayor and the City Counsel have both received questions relating to the governance, tax, operations, risks and fiscal impacts of the Affiliated Entities and both parties desire to understand the impact that these Affiliated Entities have upon the City and to provide full transparency to the taxpayers of the City regarding the City’s investment of dollars and staff time in supporting these Affiliated Entities.

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

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

Section 2. Pursuant to Carmel City Code 3-29(1), the Common Council hereby forms a committee known as the Affiliate Review Committee (the “Committee”). The Committee will have six (6) members with three (3) members appointed by the Mayor (with the Mayor serving on the Committee in one (1) of her three (3) appointed spots) and three (3) members appointed by the Common Council. The chair of the Committee shall be appointed by a simple majority of the members of the Committee.

Section 3. Since the finances of the Affiliated Entities will be a critical component of the Committee’s review process and many of the Affiliated Entities are in the middle of their taxable years, the Committee will commence its work on or after February 1, 2025 and will cease once all Affiliated Entities have been reviewed. The Committee will meet at least monthly, with meetings to be called by the chair of the Committee or a majority of all Committee members.

Section 4. To ensure full transparency to the community, the Committee will issue a final report with regard to each Affiliated Entity that it reviews. The report will provide a summary of (a) the purpose of the entity as expressed in its governance documents and any tax records; (b) the governance structure for the Affiliated Entity; (c) the federal tax requirements that pertain to such Affiliated Entity; (d) the total cash compensation of the executives of the Affiliated Entity; (e) any risks that inure to the City by virtue of the activities of the Affiliated Entity; (f) a historical

47 record of the investments that the City has made to each Affiliated Entity, both in terms of dollars
48 and staff time by City employees; and (g) a current balance sheet of the Affiliated Entity's assets
49 and liabilities.

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51 Section 5. The Mayor's office will present an executive review of all governance and
52 tax structures of the Affiliated Entities at the Committee's first meeting. The Mayor's office will
53 make available all resources and documents pertinent to the Committee's work, pending the
54 requests are reasonable in time/cost, relevant to the Committee's scope and do not violate attorney-
55 client privilege.

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57 Section 6. Pursuant to Carmel City Code 3-28(b), the Committee is authorized to
58 engage an independent law firm to support the Committee's efforts as outlined in this Resolution,
59 with the selection of any law firm to be made by the affirmative vote of a simple majority of the
60 members of the Committee.

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93 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ___
94 _____ day of _____, 2024, by a vote of _____ ayes and _____ nays.

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

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99 Anthony Green, President Adam Aasen, Vice-President

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101 _____
102 Jeff Worrell Matt Snyder

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104 _____
105 Rich Taylor Teresa Ayers

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108 Anita Joshi Ryan Locke

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110 _____
111 Shannon Minnaar

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113 ATTEST:

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116 Jacob Quinn, Clerk

117 Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of
118 _____, 2024, at _____ . M.

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121 _____
122 Jacob Quinn, Clerk

123 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
124 _____, 2024, at _____ . M.

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130 Sue Finkam, Mayor

131 ATTEST:

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136 Jacob Quinn, Clerk

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This Resolution was prepared by Samantha Karn, on November 11, 2024, at 1:00 p.m. No subsequent revision to this Resolution has been reviewed by Ms. Karn for legal sufficiency or otherwise.

2025 Council Dates and Deadlines

***ALL AGENDA ITEMS ARE DUE BY NOON UNLESS SPECIFIED OTHERWISE**

Council Date	* Due Date for Agenda
January 6th	December 26th
January 23rd	Claims Only Meeting
February 3rd	January 24th
February 17th	February 7th
March 3rd	February 21st
March 17th	March 7th
April 3rd	Claims Only Meeting
April 21st	April 11th
May 5th	April 25th
May 19th	May 9th
June 2nd	May 23rd
June 16th	June 6th
July 7th	June 27th
July 21st	July 11th
August 4th	July 25th
August 18th	August 8th
August 28th	Claims Only Meeting
September 15th	September 5th
October 6th	September 26th
October 20th	October 10th
November 3rd	October 24th
November 17th	November 7th
December 1st	November 21st
December 15th	December 5th
December 30th	Claims Only Meeting