



City of Carmel

CARMEL COMMON COUNCIL MEETING AGENDA

MONDAY, MAY 5, 2025 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

- 1. CALL TO ORDER**
- 2. AGENDA APPROVAL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**
- 6. RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**
- 7. COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**
- 8. CONSENT AGENDA**
 - a. Approval of Minutes**
 1. April 21, 2025 Regular Meeting
 - b. Claims**
 1. Payroll – \$4,341,866.25
 2. General Claims – \$4,853,234.48 and \$26,706.53 (Purchase Card)
 3. Retirement – \$126,308.06
- 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. Finance Department Budget Update (Quarterly – April, July, October, January (for the 4th quarter of the previous year))
- k. Affiliate Review Committee Update**
- l. All reports designated by the Chair to qualify for placement under this category.

12. OLD BUSINESS

- a. Sixth Reading of Ordinance D-2762-25; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 5, Sections 8-37, 8-47, and 8-48 of the Carmel City Code; Sponsor: Councilor Aasen. **Remains in the Land Use and Special Studies Committee.****

Synopsis:

Ordinance establishing 15-minute parking space(s) at the beginning of each block along Main Street from Knoll Ct to 1st Ave SE, regulating parking on Range Line from Main Street to 1st Street, and removing inconsistencies and duplications of code.

- b. Resolution CC-02-03-25-07; A Resolution of the Common Council of the City of Carmel, Indiana, Recommending Consideration of an Amendment to the Unified Development Ordinance for the City and Referring the Same to the Carmel Plan Commission for Recommendation; Sponsor(s): Councilor(s) Aasen, Snyder and Taylor. **Returns from the Land Use and Special Studies Committee.****

Synopsis:

This Resolution refers a proposal to amend Articles 5.72, 9.08, and 11.02 of the Carmel Unified Development Ordinance to the Carmel Advisory Plan Commission for public hearing and recommendation to the Common Council.

- c. Fourth Reading of Ordinance D-2767-25; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 4, Section 2-96 of the Carmel City Code; Sponsor(s): Councilor(s) Taylor and Snyder. **Remains in the Finance, Utilities and Rules Committee.****

Synopsis:

Amendment to the Ordinance regulating the Ambulance Capital Fund.

- d. **Second Reading of Ordinance D-2769-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 6, Article 4, Section 6-63 of the Carmel City Code; Sponsor(s): Councilor(s) Taylor and Ayers. **Remains in the Land Use and Special Studies Committee.**

Synopsis:

Ordinance amending the fine for failing to display a valid permit for motor vehicle parking on a city sidewalk, multi-use path, or bicycle lane.

- e. **Second Reading of Ordinance D-2770-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Adopting a New Article 6 Under Chapter 4 of the Carmel City Code; Sponsor(s): Councilor(s) Aasen, Taylor, Snyder and Ayers. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:

An Ordinance adopting requirements that owners of residential rental dwellings register and obtain a permit before letting a residential rental dwelling and; limits the number of authorized residential dwelling permits to ten percent of all homes within any subdivision or the City of Carmel as a whole.

13. PUBLIC HEARINGS

14. NEW BUSINESS

- a. **First Reading of Ordinance D-2771-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the North End Phase II Project, and Authorizing and Approving Other Actions in Respect Thereto; Sponsor: Councilor Aasen.

Synopsis:

Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel, Indiana, to finance certain improvements to support the development of the North End Phase II Project.

- b. **Resolution CC-05-05-25-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Recommending Consideration of an Amendment to the Unified Development Ordinance for the City and Referring the Same to the Carmel Plan Commission for Recommendation; Sponsor(s): Councilor(s) Ayers, Joshi, Minnaar and Snyder.

Synopsis:

This resolution refers a proposal to amend Articles 2.20, 2.21, and 9.03 of the Carmel Unified Development Ordinance to the Carmel Advisory Plan Commission for public hearing and recommendation to the Common Council.

15. AGENDA ADD-ON ITEMS

16. OTHER BUSINESS

17. ANNOUNCEMENTS

18. ADJOURNMENT



City of Carmel

CARMEL COMMON COUNCIL MEETING MINUTES

MONDAY, APRIL 21, 2025 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Council President Adam Aasen, Council Members: Shannon Minnaar, Ryan Locke, Teresa Ayers, Matthew Snyder, Rich Taylor, Anita Joshi, and Deputy Clerk Jessica Komp were present. Councilor Jeff Worrell was not in attendance and Councilor Anthony Green attended virtually.

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

AGENDA APPROVAL

The agenda was approved 8-0.

INVOCATION

Rabbi Hal Schevitz of Congregation Beth-El Zedeck delivered the invocation.

RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS

There were none.

RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL

Jack Russell, President and CEO of OneZone Chamber of Commerce, spoke to Council in support of Ordinance D-2770-25, which will put restrictions on the number of rental properties that can be purchased in the City of Carmel. Recently, OneZone voiced its support of the City of Fishers' proposed rental ordinance, which included a registration and permitting program for long-term single family rentals and a 10% cap on single family rentals per subdivision. OneZone viewed this ordinance as a proactive and thoughtful step forward, preserving neighborhood integrity, maintaining housing quality, and supporting long-term home ownership opportunities. OneZone appreciates that Carmel is taking a thoughtful deliberate approach to evaluating a similar ordinance. OneZone will be providing feedback to this ordinance once it has gone through the committee process. Mr. Russell thanked the Council for its commitment to policies that ensure Carmel remains a thriving, inclusive and forward-thinking community.

Ed Shaughnessy also spoke in favor of the rental caps proposed by Ordinance D-2770-25. As someone who has owned homes in Carmel, been a landlord, and rented himself, Mr. Shaughnessy has seen all sides of this issue. He believes there is a problem with investor-backed buyers overwhelming neighborhoods. Some of the older neighborhoods don't have HOA's to help mitigate this problem. Mr. Shaughnessy stated that in his own neighborhood, some of the homes have been purchased by the larger national firms. These homes often are not kept up, and the companies also do not treat the tenants fairly. These companies are also competing

47 against first-time home buyers, outbidding them. He believes that this ordinance will go a long way to help
48 those who have not been able to purchase a home to enjoy the benefits of home ownership.

50 Jim Thomas spoke in favor of Ordinance D-2768-25, which will prohibit parking on either side of 1st Avenue
51 S.E. from Main Street south to E. Walnut Street, and on either side of Supply Street, unless the vehicle has a
52 valid resident vehicle sticker, a temporary guest permit, or a merchant vehicle sticker. As a resident of this
53 area, Mr. Thomas spoke on behalf of himself and his neighbors, who have had a very difficult time finding
54 parking around their homes, especially since the 1933 Lounge opened two weeks ago.

56 Scott McLaughlin spoke in opposition to the proposed Autumn Greenway, which would go through his
57 neighborhood. He stated that he has looked into this matter, and in his opinion, the cost benefit is not there.
58 This new path would reduce the distance from point A to point B by only 3/10 of a mile, by cutting through
59 the neighborhood instead of going around it, to connect to the Monon Trail. Further, trees and wetlands
60 would have to be removed, displacing wildlife and reducing green areas.

63 **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**

65 Councilor Locke asked for an update from city staff on a resolution that was passed one year ago, approving
66 the seeking of outside financing for what was known at that time as “The Union”. The Union was presented
67 as a food hall that also encompassed office space and reception space, along with other amenities. This was
68 to be built as part of the Monon Square South redevelopment. Nick Weber, Director of Economic
69 Development, spoke to Council about this project. Mr. Weber stated that the food hall concept is a very
70 complicated one, in terms of trying to make the economics of it work. We did go out and look for other
71 funding, the two primary sources being I.E.D.C.’s READI Fund. We submitted a joint application for both
72 the food hall and the Monon Trail just in front of it. Those dollars are part of READI Round II, and those
73 dollars are not yet being pushed out to the communities until a threshold on READI Round I funds are
74 available. We were awarded funds, but none have been received yet by us or any other applicants. We also
75 sought funding through the Hamilton County Tourism’s BEST Program. We did not quite qualify under the
76 structure of that program. We do have the option of augmenting our project and then reapplying or finding a
77 different project to apply for those funds. Councilor Snyder stated that we probably didn’t qualify for the
78 tourism dollars because this was a joint project with a commercial developer. If we were to develop an iconic
79 civic space, that was a regional destination, we would qualify for those funds. Councilor Snyder had offered
80 the concept of building a proper office facility for our award-winning Parks Department, as they currently
81 operate out of a house. The Parks Department could then operate the food hall. Michael Klitzing, Director of
82 CCPR, has consulted with food hall directors around the country, and he believes that they can achieve a
83 100% cost recovery model, just as they have done with the Monon Center. Councilor Snyder asked why
84 there was pause in pursuing this version of the project.

86 Nick Weber stated that in terms of the BEST Funds, the formula for granting those funds includes the
87 generation of overnight stays, as in would people come into Carmel specifically for this food hall and then
88 stay the night? Another factor is that we don’t control the entirety of the site, so parking will be a challenge.
89 As far as us landing on a project for a food hall with all of those other pieces still in question, it just hasn’t
90 gelled yet. Councilor Snyder responded that he believes the concept involving CCPR is the answer. He
91 believes we need a parking garage as well. Councilor Minnaar stated that she would not get behind any
92 version of this project that includes apartments. Councilor Ayers asked about hotel capacity and whether we
93 are building hotels that we will not be able to fill. Mr. Weber stated that our hotel market remains very
94 strong. Because we have such a strong business community, Carmel has a seven day hotel utilization, not
95 just primarily on the weekends. Councilor Joshi stated that this food hall project was also supposed to
96 incorporate much needed office space. Additionally, although the food hall might not be a reason on its own
97 for people to come to Carmel, it certainly would fill a need in terms of quick dining near the Palladium and

the Tarkington for those coming to Carmel to see a performance. Mr. Weber agreed that we do have a need for that type of dining in that area, and we are still looking into concepts to make that happen, whether it be multiple vendors, or one vendor offering different options coming out of one central kitchen. Councilor Locke stated that if we need to pivot to other opportunities for those two specific funding sources, he would like to know that. Mr. Weber stated that the BEST money is still there, and with the right project, he does believe we can receive that funding. We also continue to hope that the state will release those READI dollars to us, and if they do, we think we will be able to use it towards some of the work that we've done on the Monon in that area. Councilor Snyder reiterated his desire to keep pushing for this food hall concept, with the Parks Department housed in the building and running it. Council President Aasen stated that the Council was asked to weigh in on this concept, the Council voted in favor of pursuing this project, and then the communication died on any progress that was being made. He stated that constituents are excited about the food hall, and have been asking him for an update on the project. The lack of communication has been frustrating.

Council President Aasen also congratulated fellow Councilor, Dr. Anita Joshi, for receiving the 2025 Interfaith Ambassador of the Year award from the Center for Interfaith Cooperation. Councilor Minnaar shared a reminder that the Mayor's Advisory Commission on Housing will be meeting this Thursday, April 24th, at 9:30 a.m., here in Council Chambers.

CONSENT AGENDA

Councilor Minnaar moved to approve the consent agenda. Councilor Taylor seconded. There was no discussion. Council President Aasen called for the vote. The consent agenda was approved 8-0.

a. Approval of Minutes

1. March 17, 2025 Regular Meeting
2. April 3, 2025 Special Meeting – Claims
3. April 3, 2025 Special Emergency Meeting
4. April 7, 2025 Special Emergency Meeting

b. Claims

1. Payroll – \$4,225,024.61
2. General Claims – \$1,727,617.07
3. Wire Transfer – \$4,542,758.00

ACTION ON MAYORAL VETOES

There were none.

COMMITTEE REPORTS

Councilor Taylor reported that the Finance, Utilities and Rules Committee will be meeting on Tuesday, May 13th at 6:00 p.m. in Council Chambers. We will be reviewing Chief Thacker's presentation on the Ambulance Capital Fund ordinance.

Councilor Snyder reported that the Land Use and Special Studies Committee will meet this Wednesday, April 23rd, at 5:30 p.m., at the Carmel Library. We hope to finalize the Group Homes ordinance and send that back to Council, as well as a comprehensive omnibus of the committee's work for the last year and a half on the UDO.

149
150 **OTHER REPORTS – (at the first meeting of the month specified below):**
151

152 Henry Mestetsky, Carmel Redevelopment Director, gave the monthly report to Council. City Center
153 continues to get built out, including the Windsor's office space along the Monon. The Seward Johnson
154 installment entitled "My Sixteen-Year Old Jazz Dreams" which sits just west of the Palladium is now
155 finalized, including informational plaques for each of the six musicians. There is also a gramophone which
156 will play music by each of the musicians. Monon Square North is under construction. 1st on Main continues
157 with its condo build-out. Magnolia is also continuing its construction. Construction has now begun on Civic
158 Square Condos. The Republic headquarters at Hamilton Crossing continues to get built out. Retail at
159 Proscenium II is filling up. 1933 Lounge is now open on the first floor of 111 S. Rangeline. A lot of progress
160 is being made at Icon on Main. That public plaza will open in early 2027. Lots of progress is going on at the
161 AT&T Site, which is the Merchant's Bank expansion. Finally, Ardalan Plaza is moving forward. Mr.
162 Mestetsky also called attention to the CRC's website, choosecarmelin.com, which provides information on
163 CRC projects, both past and present. He specifically noted the recent addition of an interactive map, which
164 allows the viewer to understand where projects are relative to other locations in the city. This new website
165 feature was made possible by GIS specialist, Shane Burnham, of the City's Engineering Department, with
166 the help of Kelly Douglas and the Marketing and Communications Department.
167

168 Councilor Taylor asked Director Mestetsky to confirm that the CRC contributed 2 parcels to the Ardalan and
169 that there would not be a TIF bond ordinance brought to Council for the project, that there's no other source
170 of financing, and that we would be receiving 100% of the increment back. Mr. Mestetsky confirmed that all
171 of that is correct, and in addition to that, due to the contribution of the parcels, the developer is building out
172 the sidewalk grander than they would have otherwise. The developer is also dedicating the alleyway behind
173 the building back to the city, which is about \$200,000.00 of land to be used for a future alley. Councilor
174 Locke asked for an update on the sidewalks around Proscenium I becoming ADA compliant, which was
175 discussed a year ago, and also for an update on the Tavern on the Green. Mr. Mestetsky replied that the
176 sidewalks are being addressed by the developer, Tony Birkla, working along with our code enforcement
177 team. The Tavern on the Green was supposed to be a restaurant, but with Wahlburgers closing right there, it
178 gave the developers some pause as to rethink the appropriate timing to bring that. Councilor Minnaar asked
179 about the leasing of the retail spaces at the Muse. Director Mestetsky stated that there will be a nail salon, a
180 Thai restaurant, a sushi place, and a fancy spa. At this point, most of the retail space has been leased.
181

182 Councilor Snyder asked for an update on the Autumn Trail, which links to the Veterans' Trail. Jeremy
183 Kashman, Chief Infrastructure Engineer, responded that he just met with Edward Rose development last
184 week, and it looks like we're going to be able to get the greenway to come along the west side of the
185 property and then point back towards Old Meridian, so as you're coming north into the site, it will also create
186 a connection over so that you'll be able to follow their sidewalk into the park. We will have some options in
187 the future so that the Veterans' trail can also be routed past the American Legion as well. Councilor Snyder
188 also reiterated his frustration at the lane next to Proscenium II being closed for almost two years, and then
189 only that lane was replaced. He shared that construction standards for other municipalities state that
190 whenever a development impacts a road, the road shall be replaced curb to curb. He stated that he would still
191 like to continue the conversation about making that a requirement here in Carmel. He also posed the
192 question, at what point in the process do we tell developers that they may have the opportunity for valet
193 parking? Director Kashman responded that the conversation about road replacement standards will be
194 happening soon. He also responded that the conversation about valet parking does not come up often, but it
195 has become a bit more frequent. Councilor Snyder expressed that there is frustration with valet parking
196 causing traffic issues. Councilor Snyder then asked Director Mestetsky how citizens would know there is a
197 public park within Proscenium I? Where is that on the CRC's website? Or should that be on CCPR's
198 website? Mr. Mestetsky stated that he would like to work with Parks' Director Michael Klitzing so that they
199 could put something together that would share that information. Councilor Locke asked if there was a way

for the Council to get updated on upcoming projects, and on what is in the pipeline. Director Mestetsky replied that the administration has made a number of statements on its focus being dual – continuing to build out the central core, as well as the U.S. 31 corridor, which is the future of where a lot of redevelopment is going to take place. He stated that he will try to get back to Council regarding what kind of specifics the administration wants to present going forward. He believes we have a fairly robust strategy about continuing the progress we’ve had so far. Councilor Snyder asked about a potential development on the southwest corner of 116th Street and U.S. 31 which might include a hotel, event space, shopping, and high-end restaurants. Director Mestetsky replied that he will defer to the administration on the timing to share that information, but those talks do continue. Council President Aasen shared that he spoke with the Mayor about those specific projects today, and the developer is still working through those plans, so there isn’t anything to present at this time. He also told Director Mestetsky that he does a great job with the monthly updates and handles the Council’s tough questions well. He also echoed Councilor Snyder’s sentiments regarding valet parking, specifically at the newly opened 1933 Lounge. Council President Aasen stated that we should be thoughtful in where we allow valet parking, as it may not always be warranted, especially as it pertains to holding up traffic. Director Mestetsky responded that these decisions are always made with a great deal of planning between multiple city departments. He also stated that the Redevelopment Authority has not met so there is no update from that group at this time.

Mark Dollase gave the Carmel Historic Preservation Commission’s quarterly report. The first update was on the Wise House at 10750 Hazel Dell Parkway on Martin Marietta’s property. An agreement is being negotiated between the Parks department, Mr. Crowley, the neighbor to the north, and Martin Marietta that will see the house be moved onto Mr. Crowley’s property. The house will be restored and be landmarked by the commission and brought to the Council for approval. Next, the commission did approve preservation plans for a property on Cherry Tree Road in January, and for the Wilkinson House on Smoky Row in March. Hopefully within the next month we’ll be able to bring those to Council together, rather than one at a time. We did open our spring round for façade grants for property owners. We send letters out to all those homes which are eligible, as well as holding an informational meeting. In this past quarter we also had two new commissioners approved, so we held a training session in February. Councilor Joshi asked what the response typically is to the grant program. Mr. Dollase shared that there are usually between 7 and 15 applicants, and about 550 letters are sent out for each of the spring and late summer rounds. Councilor Snyder commended Mr. Crowley on being such a good steward to the community, by accepting the Wise House onto his property, which will be an expense to him. Mr. Dollase and Council President Aasen then discussed an interest in seeing historical protections put in place along North Rangeline Road, where many older homes are housing businesses.

Zac Jackson, CFO and Controller, then gave the Finance Department’s first quarterly budget update. He introduced Kirsten Haney, the city’s Assistant Director for Budget Management. Mr. Jackson made note of some changes in our reporting. The monthly Financial Investment Report will have some enhancements. These monthly reports will be emailed to Council approximately 30-40 days after month end. The reason for this delay is because as revenue comes into the city, it gets deposited into our checking account. Interest accumulates, and we need time to figure out how to disperse that. Our new quarterly budget report was designed to be a variance report on spending and revenue. We’re also including more data to support our claims. There has been an annual General Fund revenue forecast in the past, but there have not been monthly revenue targets to monitor performance throughout the fiscal year. Because we don’t close the books at the end of each month, reported monthly revenues will change. Projected Q1 revenues were \$18,847,914. Actual Q1 revenues were \$19,474,539. This is a difference of \$626,625 or 3.3%. The two largest drivers of this overage were the \$284,000 Christkindlmarkt payback, which was not accounted for when the forecast was made last August, and a repayment for the Medicaid population for EMS Services, which is usually done two years in arrears, and arrives in December. We did not receive this repayment in December of 2024, but rather in the first quarter of 2025. As we approve additional appropriations going forward, those will be factored into the projected quarterly numbers. When we received unanticipated revenues, such as those from the

Christkindlmarkt, those go into the General Fund, they are not appropriated to different funds. Additionally, General Fund spending for Q1 is 1.8% lower than projected for this time of year, and Motor Vehicle Highway Fund spending is 1.2% lower than projected for this time of year. Councilor Minnaar asked if we can see a comparison between last year's actuals versus this year's for each time period we are looking at. Mr. Jackson stated that we will be updating our chart of accounts to more accurately track specific expenditures that have been lumped together with other expenses. Councilor Joshi stated that we want to make sure we understand where these changes were made when comparing last year to this year. Councilor Locke asked if they could get the supporting data for the quarterly numbers. Councilor Snyder asked if we could look at sources of revenue that are not taxpayer-funded, such as cigarette or alcohol taxes. He also asked if we have gotten any positive feedback from the insurance company on the 106th Street bridge, which Mr. Jackson did not have an answer for at this time. He then thanked Mr. Jackson for putting together this very informative report.

OLD BUSINESS

Council President Aasen announced the fifth reading of **Ordinance D-2762-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 5, Sections 8-37, 8-47, and 8-48 of the Carmel City Code; Sponsor: Councilor Aasen. This item remains in the Land Use and Special Studies Committee.

Council President Aasen announced **Resolution CC-02-03-25-07**; A Resolution of the Common Council of the City of Carmel, Indiana, Recommending Consideration of an Amendment to the Unified Development Ordinance for the City and Referring the Same to the Carmel Plan Commission for Recommendation; Sponsor(s): Councilor(s) Aasen, Snyder and Taylor. This item remains in the Land Use and Special Studies Committee.

Council President Aasen announced the third reading of **Ordinance D-2767-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 4, Section 2-96 of the Carmel City Code; Sponsor(s): Councilor(s) Taylor and Snyder. This remains in the Finance, Utilities and Rules Committee.

PUBLIC HEARINGS

There were none.

NEW BUSINESS

Council President Aasen announced the first reading of **Ordinance D-2768-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 5, Sections 8-47 and 8-48 of the Carmel City Code; Sponsor(s): Councilor(s) Taylor and Ayers. Councilor Minnaar moved to introduce the item into business. Councilor Taylor seconded. Councilor Ayers presented the item to Council. Councilor Taylor then explained that this ordinance would prohibit parking on both sides of 1st Avenue S.E. and Supply Street, unless the vehicle displays a resident vehicle sticker, a temporary parking permit, or a merchant vehicle Sticker. Councilor Snyder moved to suspend the rules and act on this tonight. Councilor Taylor seconded the motion. There was no discussion. Council President Aasen called for the vote. **Motion to Suspend the Rules** approved, 7-0. (Councilor Green was no longer in virtual attendance.) Councilor Minnaar then moved to approve the ordinance. Councilor Taylor seconded. There was no discussion. Council President Aasen called for the vote. **Ordinance D-2768-25** approved, 7-0.

Council President Aasen announced the first reading of **Ordinance D-2769-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 6, Article 4, Section 6-63 of the Carmel

City Code; Sponsor(s): Taylor and Ayers. Councilor Taylor moved to introduce the item into business. Councilor Minnaar seconded. Councilor Taylor presented the item to Council, explaining that this ordinance would amend the fine for failing to display a permit for motor vehicle parking on a city sidewalk, multi-use path, or bicycle lane. When discussing this with law enforcement, the Council learned that the current fines are too low to be a deterrent. Jeremy Kashman suggested that this issue be discussed in committee, as there may be a way to tie this together with the Right-of-Way permitting process. Various ideas were discussed regarding raising the fines, or applying for a year-long permit at the start of each new year. This ordinance was sent to the Land Use and Special Studies Committee.

Council President Aasen announced the first Reading of **Ordinance D-2770-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Adopting a New Article 6 Under Chapter 4 of the Carmel City Code; Sponsor(s): Councilor(s) Aasen, Taylor, Snyder and Ayers. Councilor Taylor moved to introduce the item into business. Councilor Minnaar seconded. Councilor Minnaar presented the item to Council. Councilor Taylor shared that one of the key recommendations of the Housing Task Force was to protect our single-family neighborhoods, by preventing large investment groups from buying numerous homes and turning them into rentals. Fishers has recently tackled this issue and there is a great deal of support here in Carmel to do the same, as evidenced by those who spoke earlier tonight. Ted Nolting of Kroger, Gardis & Regas spoke next. He explained that this ordinance creates a registry and permitting program for all single family homes and townhomes that are being let as residential rental dwellings. Before January 1, 2026, this ordinance will require all owners of single-family rentals to obtain a permit from the city's Department of Community Services. This permit will be granted if the owner does not have any existing ordinance violations, is up to date on utility payments, and if no greater than 10% of the dwellings in that subdivision, or within the city as a whole, are being let as residential rental dwellings. Prior to January 1, 2026 all rental owners will be grandfathered in. After this date, exceptions will be allowed for those who are absent from Carmel for six months or more but intend to return, absent due to military service, relocated for work more than 50 miles away, when there is a life change such as divorce, death, or assisted living, when renting to a legal family member, when the owner received the dwelling as part of an inheritance, any time it's being offered for sale on the MLS, or if it's been on the MLS for longer than six months and has not sold. Fines will include \$500 for offering a property for rent without obtaining a permit. There will be a \$2,500 fine for actually renting a property without a permit, and after 30 days a fine of \$100 per day will be assessed for every day a property is rented without a permit. This ordinance will not override any HOA restrictions that are already in place. Councilor Minnaar stated that a registry will be useful in identifying and contacting the actual property owners when there are code enforcement issues. Councilor Snyder confirmed that the registry will not be a publicly posted document - someone would have to proactively request that information. Councilor Taylor encouraged HOA's to work on putting rental caps into their CCR's if they have not already done so. Council President Aasen stated that this is not an attempt to ban rentals or to discriminate against renters. The intent is to protect our neighborhoods from being overrun by rentals owned by large corporations that do not maintain the homes, and to prevent prospective first-time home buyers from being outbid by these corporations. This ordinance was sent to the Finance, Utilities and Rules Committee.

AGENDA ADD-ON ITEMS

There were none.

OTHER BUSINESS

City Council Appointments

Carmel Clay Public Library Board of Trustees (Term expires 06/30/2029, four-year term); One appointment. Councilor Taylor moved to reappoint Xiao Ou Yuan. Councilor Snyder seconded the motion. There was no additional discussion. Council President Aasen called for the vote. Xiao Ou Yuan reappointed, 7-0.

353 **ANNOUNCEMENTS**

354
355 Fire Chief Joel Thacker gave a brief update on the tornado response. Data has been reported from all of the
356 departments that have provided services and support, and that has totaled over \$722,000.00, as of
357 Wednesday last week. These expenses, along with our local and county disaster declarations, qualify Carmel
358 for the state disaster relief fund, which is a dollar per population.
359

360 Councilor Joshi reminded everyone of the Cherry Blossom Festival, which will take place on Saturday May
361 3rd. Councilor Snyder again remarked on Dr. Joshi's Interfaith Award, stating that her poignant speech
362 reminded us of what a community of different faiths and cultures should be. He also thanked Councilor
363 Locke for addressing the food hall project.
364

365 **ADJOURNMENT**

366
367 Council President Aasen adjourned the meeting at 8:17 p.m.
368

369 Respectfully Submitted,
370

371 _____
Jacob Quinn, Clerk

372
373
374 Approved,
375

376
377 **ATTEST:**

378 _____
Adam Aasen, Council President

379
380 _____
381 Jacob Quinn, Clerk

Total Gross Wages for REGULAR PAYROLL date 4/18/2025

\$2,975,849.33

Total Payroll Liabilities for REGULAR PAYROLL date 4/18/2025

\$1,366,016.92

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 **\$4,341,866.25** is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2025

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

Council President

_____	_____
_____	_____
_____	_____
_____	_____

SUNGARD PENTAMATION, INC.
DATE: 04/29/2025
TIME: 09:28:33

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

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acctpaylcrmm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
RAY MARKETING BY PROFORMA	603934	04/18/25	GENERAL PROGRAM SUPPLIES	1082-4239039	957.50	
						957.50
CENTERPOINT ENERGY	603935	04/18/25	NATURAL GAS	1125-4349000	95.64	
CENTERPOINT ENERGY	603935	04/18/25	NATURAL GAS	1125-4349000	133.41	
CENTERPOINT ENERGY	603935	04/18/25	NATURAL GAS	1091-4349000	31.50	
CENTERPOINT ENERGY	603935	04/18/25	NATURAL GAS	1091-4349000	1,440.93	
CENTERPOINT ENERGY	603935	04/18/25	NATURAL GAS	1091-4349000	98.53	
CENTERPOINT ENERGY	603935	04/18/25	NATURAL GAS	110-4349000	325.41	
						2,125.42
ACE-PAK PRODUCTS INC	603936	04/18/25	OTHER MAINT SUPPLIES	1093-4238900	682.25	
ACE-PAK PRODUCTS INC	603936	04/18/25	CLEANING SUPPLIES	1125-4238900	357.69	
ACE-PAK PRODUCTS INC	603936	04/18/25	CLEANING SUPPLIES	1125-4238900	422.63	
ACE-PAK PRODUCTS INC	603936	04/18/25	OTHER MAINT SUPPLIES	1093-4238900	179.98	
						1,642.55
AMERICAN RED CROSS-HLTH &	603937	04/18/25	GENERAL PROGRAM SUPPLIES	1094-4239039	1,191.96	
						1,191.96
AQUATIC CONTROL INC	603938	04/18/25	2025 POND MAINT	1125-4350400	354.50	
AQUATIC CONTROL INC	603938	04/18/25	2025 POND MAINT	1125-4350400	345.83	
AQUATIC CONTROL INC	603938	04/18/25	2025 POND MAINT	1125-4350400	513.00	
AQUATIC CONTROL INC	603938	04/18/25	2025 POND MAINT	1125-4350400	353.00	
						1,566.33
BRAINSTORM PRINT	603939	04/18/25	SIGNAGE FOR PET WASTE	1125-4239031	250.00	
BRAINSTORM PRINT	603939	04/18/25	STATIONARY & PRNTD MATERL	1125-4230100	35.00	
						285.00
TIFFANY BUCKINGHAM	603940	04/18/25	TRAVEL FEES & EXPENSES	1081-4343000	616.68	
						616.68
CARMEL DRIVE SELF-STORAGE	603941	04/18/25	OTHER CONT SERVICES	1091-4350900	298.00	
CARMEL DRIVE SELF-STORAGE	603941	04/18/25	OTHER CONT SERVICES	1081-4350900	306.00	
CARMEL DRIVE SELF-STORAGE	603941	04/18/25	OTHER CONT SERVICES	1091-4350900	279.00	
						883.00
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	110-4348500	29.67	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	215.28	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	142.22	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	389.25	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	32.31	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1091-4348500	4,309.42	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	418.00	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	275.53	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	204.78	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	27.48	
CARMEL UTILITIES	603942	04/18/25	WATER & SEWER	1125-4348500	309.45	
						6,353.39
CARMEL WELDING & SUPP INC	603943	04/18/25	REPAIR PARTS	1093-4237000	36.84	
						36.84
CINTAS CORPORATION #18	603944	04/18/25	OTHER MAINT SUPPLIES	1093-4238900	683.38	
CINTAS CORPORATION #18	603944	04/18/25	OTHER MAINT SUPPLIES	1093-4238900	515.21	
						1,198.59
CLOUD CITY YOUTH	603945	04/18/25	ADULT CONTRACTORS	1081-4340800	3,312.00	
						3,312.00
CTI CONSTRUCTION LLC	603946	04/18/25	MGMT SERVICES NTE PROJECT	106-R4460715	1,225.00	
CTI CONSTRUCTION LLC	603946	04/18/25	MGMT SERVICES NTE PROJECT	106-R4460715	19,627.00	
						20,852.00
DUKE ENERGY	603947	04/18/25	ELECTRICITY	1125-4348000	344.00	
DUKE ENERGY	603947	04/18/25	ELECTRICITY	1125-4348000	20.14	
DUKE ENERGY	603947	04/18/25	ELECTRICITY	1125-4348000	641.53	
						1,005.67
ECO LOGIC LLC	603948	04/18/25	CENTRAL PARK INVASIVE	853-5023990	12,954.00	
						12,954.00

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

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
LEMON OASIS LLC	603949	04/18/25	EXTERNAL INSTRUCT FEES	1082-4357004	750.00	750.00
ENTERCOM INDIANAPOLIS WNT	603950	04/18/25	CLASSIFIED ADVERTISING	1091-4346000	995.00	
ENTERCOM INDIANAPOLIS WNT	603950	04/18/25	CLASSIFIED ADVERTISING	1081-4346000	995.00	
ENTERCOM INDIANAPOLIS WNT	603950	04/18/25	CLASSIFIED ADVERTISING	1081-4346000	850.00	
ENTERCOM INDIANAPOLIS WNT	603950	04/18/25	CLASSIFIED ADVERTISING	1091-4346000	850.00	
ENTERCOM INDIANAPOLIS WNT	603950	04/18/25	MARKETING & PROMOTIONS	1091-4341991	2,046.00	
ENTERCOM INDIANAPOLIS WNT	603950	04/18/25	MARKETING & PROMOTIONS	1091-4341991	1,650.00	
ENTERCOM INDIANAPOLIS WNT	603950	04/18/25	MARKETING & PROMOTIONS	1091-4341991	2,046.00	9,432.00
FIRST LIGHT TECHNOLOGIES	603951	04/18/25	BUILDING REPAIRS & MAINT	110-4350100	1,031.00	1,031.00
FUN EXPRESS	603952	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	129.89	129.89
GORDON PLUMBING SERVICE,	603953	04/18/25	BUILDING REPAIRS & MAINT	1125-4350100	179.50	179.50
GRAINGER	603954	04/18/25	OTHER MAINT SUPPLIES	1093-4238900	45.60	
GRAINGER	603954	04/18/25	OTHER MAINT SUPPLIES	1093-4238900	20.84	66.44
GRAYBAR ELECTRIC CO, INC	603955	04/18/25	REPAIR PARTS	1093-4237000	420.12	420.12
GREEN TOUCH SERVICES, INC	603956	04/18/25	MIDTOWN PLAZA SPLASH WINT	1125-R4350900 60459	412.50	412.50
HOBBY LOBBY STORES	603957	04/18/25	139448727	1081-4239039	11.88	11.88
INGRID M RITCHIE, PH D	603958	04/18/25	ADULT CONTRACTORS	1096-4340800	7,491.00	
INGRID M RITCHIE, PH D	603958	04/18/25	ADULT CONTRACTORS	1096-4340800	8,411.00	15,902.00
JES & SONS 2-WAY LLC	603959	04/18/25	OFFICE SUPPLIES	1081-4230200	5,184.00	
JES & SONS 2-WAY LLC	603959	04/18/25	EQUIPMENT REPAIRS & MAINT	1081-4350000	187.50	5,371.50
KROGER CO	603960	04/18/25	OFFICE SUPPLIES	1125-4230200	11.98	
KROGER CO	603960	04/18/25	OTHER MISCELLANEOUS	1081-4239099	98.85	
KROGER CO	603960	04/18/25	OFFICE SUPPLIES	1081-4230200	45.97	
KROGER CO	603960	04/18/25	OTHER MISCELLANEOUS	1091-4239099	66.19	
KROGER CO	603960	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	329.88	
KROGER CO	603960	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	204.36	
KROGER CO	603960	04/18/25	GENERAL PROGRAM SUPPLIES	1096-4239039	114.66	
KROGER CO	603960	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	262.87	
KROGER CO	603960	04/18/25	GENERAL PROGRAM SUPPLIES	1096-4239039	14.37	
KROGER CO	603960	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	35.69	
KROGER CO	603960	04/18/25	OTHER EXPENSES	853-5023990	68.59	1,253.41
THE LIFEGUARD STORE INC	603961	04/18/25	SAFETY SUPPLIES	1094-4239012	526.16	526.16
KIRK LUTTRELL	603962	04/18/25	PRINTING (NOT OFFICE SUP)	1091-4345000	2,125.00	2,125.00
METRO FIBERNET LLC	603964	04/18/25	CABLE SERVICE	1125-4349500	102.20	102.20
METRO FIBERNET LLC	603965	04/18/25	CABLE SERVICE	1125-4349500	102.20	102.20
MICRO AIR INC	603966	04/18/25	OTHER CONT SERVICES	1094-4350900	200.00	
MICRO AIR INC	603966	04/18/25	OTHER CONT SERVICES	1125-4350900	20.00	220.00
MID STATE TRUCK EQUIP COR	603967	04/18/25	EQUIPMENT REPAIRS & MAINT	1093-4350000	137.78	137.78
MR. B'S LAWN MAINTENANCE	603968	04/18/25	MOWING & CHEMICALS 2025	1125-4350400 61068	2,997.99	
MR. B'S LAWN MAINTENANCE	603968	04/18/25	MOWING & CHEMICALS 2025	1125-4350400 61068	2,793.63	

SUNGARD PENTAMATION, INC.
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
MR. B'S LAWN MAINTENANCE	603968	04/18/25	SPRING TURF CLEAN UP	1125-4350400 60951	835.00	
MR. B'S LAWN MAINTENANCE	603968	04/18/25	GROUNDS MAINTENANCE	110-4350400	560.22	
MR. B'S LAWN MAINTENANCE	603968	04/18/25	GROUNDS MAINTENANCE	1094-4350400	248.25	
MR. B'S LAWN MAINTENANCE	603968	04/18/25	GROUNDS MAINTENANCE	110-4350400	135.48	
MR. B'S LAWN MAINTENANCE	603968	04/18/25	GROUNDS MAINTENANCE	1094-4350400	128.60	
NORTHERN SAFETY CO, INC	603969	04/18/25	SAFETY SUPPLIES	1094-4239012	192.40	7,699.17
POOLEQUIP LLC	603970	04/18/25	BUILDING REPAIRS & MAINT	1094-4350100	9,583.69	192.40
POOPRINTS	603971	04/18/25	OTHER MAINT SUPPLIES	110-4238900	6,660.00	9,583.69
MELLOW MUSHROOM PIZZA BAK	603972	04/18/25	GENERAL PROGRAM SUPPLIES	1092-4239039	134.40	6,660.00
MELLOW MUSHROOM PIZZA BAK	603972	04/18/25	GENERAL PROGRAM SUPPLIES	1092-4239039	109.92	
RL TURNER CORP	603973	04/18/25	OTHER STRUCTURE IMPROVEMN	1091-4462000	62,072.56	244.32
S & S CRAFTS WORLDWIDE IN	603974	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	1,274.10	62,072.56
S & S CRAFTS WORLDWIDE IN	603974	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	45.11	
S & S CRAFTS WORLDWIDE IN	603974	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	221.58	1,540.79
SOUTHERN ROCK RESTAURANTS	603975	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	131.09	
STAPLES BUSINESS ADVANTAG	603976	04/18/25	OFFICE SUPPLIES	1125-4230200	113.48	131.09
STAPLES BUSINESS ADVANTAG	603976	04/18/25	OFFICE SUPPLIES	1125-4230200	198.76	
STAPLES BUSINESS ADVANTAG	603976	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	9.44	
STAPLES BUSINESS ADVANTAG	603976	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	194.57	
STAPLES BUSINESS ADVANTAG	603976	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	10.53	
STAPLES BUSINESS ADVANTAG	603976	04/18/25	OFFICE SUPPLIES	1091-4230200	55.31	
STAPLES BUSINESS ADVANTAG	603976	04/18/25	OFFICE SUPPLIES	1091-4230200	-55.31	526.78
T A R CONCEPTS	603977	04/18/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	2,405.00	
T A R CONCEPTS	603977	04/18/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	6,385.60	
T A R CONCEPTS	603977	04/18/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	1,796.50	10,587.10
TERRYBERRY COMPANY LLC	603978	04/18/25	OTHER CONT SERVICES	1091-4350900	46.48	46.48
VERIZON	603979	04/18/25	CELLULAR PHONE FEES	1081-4344100	507.91	
VERIZON	603979	04/18/25	CELLULAR PHONE FEES	1091-4344100	121.88	629.79
VERIZON	603980	04/18/25	CELLULAR PHONE FEES	1125-4344100	1,451.87	1,451.87
VERIZON	603981	04/18/25	CELLULAR PHONE FEES	1081-4344100	1,895.91	1,895.91
VINEYARD APP CAMP LLC	603982	04/18/25	ADULT CONTRACTORS	1081-4340800	2,160.00	
VINEYARD APP CAMP LLC	603982	04/18/25	ADULT CONTRACTORS	1081-4340800	960.00	3,120.00
WEIHE ENGINEERS INC	603983	04/18/25	WEST PARK PLAYGROUND EXP	1125-R4350900 60636	3,430.00	3,430.00
COURTNEY WEINTRAUT	603984	04/18/25	TRAVEL FEES & EXPENSES	1125-4343000	30.08	30.08
WHITE'S ACE HARDWARE	603985	04/18/25	OTHER MAINT SUPPLIES	110-4238900	840.00	
WHITE'S ACE HARDWARE	603985	04/18/25	BUILDING MATERIAL	1125-4235000	131.30	
WHITE'S ACE HARDWARE	603985	04/18/25	OTHER MAINT SUPPLIES	1094-4238900	230.48	1,201.78
WILLOW MARKETING MGMT, IN	603986	04/18/25	INFO SYS MAINT/CONTRACTS	1091-4341955	104.16	
WILLOW MARKETING MGMT, IN	603986	04/18/25	INFO SYS MAINT/CONTRACTS	1081-4341955	104.17	
WILLOW MARKETING MGMT, IN	603986	04/18/25	INFO SYS MAINT/CONTRACTS	1091-4341955	9.00	

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
						217.33
WISSCO IRRIGATION INC	603987	04/18/25	GROUNDS MAINTENANCE	110-4350400	405.41	405.41
ZOGICS LLC	603988	04/18/25	OTHER MAINT SUPPLIES	1096-4238900	2,460.10	2,460.10
CENTERPOINT ENERGY	603989	04/18/25	NATURAL GAS	1208-4349000	50.44	50.44
CENTERPOINT ENERGY	603990	04/18/25	NATURAL GAS	1801-4349000	189.24	189.24
CENTERPOINT ENERGY	603991	04/18/25	NATURAL GAS	1110-4349000	555.96	555.96
CENTERPOINT ENERGY	603992	04/18/25	OTHER EXPENSES	651-5023990	189.82	189.82
CENTERPOINT ENERGY	603993	04/18/25	OTHER EXPENSES	601-5023990	145.18	145.18
CENTERPOINT ENERGY	603994	04/18/25	OTHER EXPENSES	601-5023990	638.35	638.35
CENTERPOINT ENERGY	603995	04/18/25	OTHER EXPENSES	651-5023990	174.41	174.41
CENTERPOINT ENERGY	603996	04/18/25	OTHER EXPENSES	601-5023990	115.83	115.83
CENTERPOINT ENERGY	603997	04/18/25	OTHER EXPENSES	601-5023990	247.55	247.55
CENTERPOINT ENERGY	603998	04/18/25	OTHER EXPENSES	651-5023990	17.98	17.98
CENTERPOINT ENERGY	603999	04/18/25	NATURAL GAS	1207-4349000	128.38	128.38
CENTERPOINT ENERGY	604000	04/18/25	NATURAL GAS	1207-4349000	241.43	241.43
CENTERPOINT ENERGY	604001	04/18/25	NATURAL GAS	1208-4349000	242.35	242.35
CENTERPOINT ENERGY	604002	04/18/25	OTHER PROFESSIONAL FEES	902-4341999	533.65	533.65
CENTERPOINT ENERGY	604003	04/18/25	OTHER CONT SERVICES	202-4350900	16.12	16.12
AIM	604004	04/18/25	OTHER EXPENSES	854-5023990	220.00	220.00
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1125-4239039	204.51	
AMAZON CAPITAL SERVICES	604006	04/18/25	PNR SM TOOLS & EQUIP	1125-4238000	342.43	
AMAZON CAPITAL SERVICES	604006	04/18/25	MAINT STAFF APPRECIATION	853-5023990	-22.43	
AMAZON CAPITAL SERVICES	604006	04/18/25	OFFICE SUPPLIES	1081-4230200	358.14	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	342.77	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	117.50	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	58.97	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	151.73	
AMAZON CAPITAL SERVICES	604006	04/18/25	OFFICE SUPPLIES	1081-4230200	149.93	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	36.73	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	83.41	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	107.94	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	259.92	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1081-4239039	172.13	
AMAZON CAPITAL SERVICES	604006	04/18/25	OFFICE SUPPLIES	1125-4230200	17.41	
AMAZON CAPITAL SERVICES	604006	04/18/25	SPECIAL PROJECTS	1125-4359000	9.00	
AMAZON CAPITAL SERVICES	604006	04/18/25	OTHER MISCELLANEOUS	1081-4239099	8.99	
AMAZON CAPITAL SERVICES	604006	04/18/25	OTHER MISCELLANEOUS	1091-4239099	8.99	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1096-4239039	95.30	
AMAZON CAPITAL SERVICES	604006	04/18/25	OTHER MAINT SUPPLIES	1093-4238900	113.70	
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1096-4239039	49.04	

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
AMAZON CAPITAL SERVICES	604006	04/18/25	GENERAL PROGRAM SUPPLIES	1092-4239039	44.92	2,711.03
AMERICAN STRUCTURE POINT,	604007	04/18/25	OTHER EXPENSES	612-5023990	2,940.00	
AMERICAN STRUCTURE POINT,	604007	04/18/25	OTHER EXPENSES	612-5023990	1,096.00	
AMERICAN STRUCTURE POINT,	604007	04/18/25	OTHER EXPENSES	612-5023990	19,476.60	23,512.60
AT&T	604008	04/18/25	INTERNET LINE CHARGES	1207-4344200	125.35	125.35
BARNES & THORNBURG	604009	04/18/25	LEGAL FEES	902-4340000	8,875.00	
BARNES & THORNBURG	604009	04/18/25	LEGAL FEES	902-4340000	5,269.00	14,144.00
JADE BESS	604010	04/18/25	GASOLINE	1110-4231400	40.00	
JADE BESS	604010	04/18/25	EXTERNAL TRAINING TRAVEL	1110-4343002	440.00	480.00
BOONE COUNTY CLERK	604011	04/18/25	OTHER EXPENSES	911-5023990	750.30	750.30
BOONE COUNTY PROSECUTOR	604012	04/18/25	OTHER EXPENSES	911-5023990	2,501.00	2,501.00
CUSTOM SIGNS & GRAPHICS	604013	04/18/25	OTHER PROFESSIONAL FEES	902-4341999	1,575.00	1,575.00
C. L. COONROD & COMPANY	604014	04/18/25	ACCOUNTING FEES	902-4340300	42.00	42.00
CARMEL UTILITIES	604015	04/18/25	WATER & SEWER	1208-4348500	1,788.38	
CARMEL UTILITIES	604015	04/18/25	WATER & SEWER	1110-4348500	43.46	
CARMEL UTILITIES	604015	04/18/25	WATER & SEWER	1110-4348500	130.32	1,962.16
CENTRAL INDIANA ASSOC OF	604016	04/18/25	ORGANIZATION & MEMBER DUE	1125-4355300	300.00	300.00
CENTRAL INDIANA REDEVELOP	604017	04/18/25	OTHER PROFESSIONAL FEES	902-4341999	13,584.00	13,584.00
CHARTER COMMUNICATIONS HO	604018	04/18/25	OTHER EXPENSES	651-5023990	88.95	88.95
CHARTER COMMUNICATIONS HO	604019	04/18/25	WEB PAGE FEES	1110-4355400	88.95	88.95
CHILD FIRST INDIANA	604020	04/18/25	EXTERNAL INSTRUCT FEES	1110-4357004	700.00	700.00
CL WEST CARMEL MARKETPLAC	604021	04/18/25	OTHER EXPENSES	612-5023990	105,600.00	105,600.00
CROSSROAD ENGINEERS, PC	604022	04/18/25	OTHER EXPENSES	601-5023990	14,990.60	
CROSSROAD ENGINEERS, PC	604022	04/18/25	OTHER EXPENSES	612-5023990	2,765.50	
CROSSROAD ENGINEERS, PC	604022	04/18/25	OTHER EXPENSES	601-5023990	167.00	
CROSSROAD ENGINEERS, PC	604022	04/18/25	OTHER EXPENSES	612-5023990	18,695.00	36,618.10
COLE CUMMINGS	604023	04/18/25	OTHER EXPENSES	651-5023990	90.00	90.00
NICHOLAS A DAVIS	604024	04/18/25	CAR CLEANING	1192-4351100	22.00	22.00
DISCOVER RESTITUTION	604025	04/18/25	SPECIAL INVESTIGATION FEE	1110-4358200	66.00	66.00
AYERS BACKFLOW CHECK SERV	604026	04/18/25	OTHER PROFESSIONAL FEES	902-4341999	130.00	130.00
DOXPOP, LLC	604027	04/18/25	OTHER PROFESSIONAL FEES	1180-4341999	51.00	51.00
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1115-4348000	4,099.70	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1208-4348000	11,188.01	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1208-4348000	17,816.24	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1208-4348000	27.63	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1208-4348000	139.66	

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DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	4,609.56	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	13.91	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	16.09	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	83.78	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	13.91	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	27.63	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	461.15	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	34.70	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	13.91	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	13.91	
DUKE ENERGY	604028	04/18/25	ELECTRICITY	1205-4348000	31.97	
DUKE ENERGY	604028	04/18/25	OTHER EXPENSES	651-5023990	267.17	
DUKE ENERGY	604028	04/18/25	OTHER EXPENSES	651-5023990	58.33	
DUKE ENERGY	604028	04/18/25	OTHER EXPENSES	651-5023990	204.49	
DUKE ENERGY	604028	04/18/25	OTHER EXPENSES	651-5023990	264.21	
DUKE ENERGY	604028	04/18/25	OTHER EXPENSES	651-5023990	412.01	
ENTERPRISE FLEET MGMT INC	604029	04/18/25	AUTOMOBILE LEASE	1180-4352600	2,116.68	39,797.97
FIFTH THIRD BANK	604030	04/18/25	SPECIAL INVESTIGATION FEE	1110-4358200	40.00	2,116.68
GARY FINN	604031	04/18/25	OTHER EXPENSES	651-5023990	3,000.00	40.00
GORDON FLESCH CO INC	604032	04/18/25	COPIER	1110-4353004	1,105.57	3,000.00
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	39.64	1,105.57
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	35.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	75.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	15.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	15.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	75.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	75.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	75.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	75.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	75.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	50.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	15.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	15.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	260.00	
HAMILTON COUNTY TREASURER	604033	04/18/25	ASSESSMENT FEES	1208-4358000	29,388.50	30,283.14
HAMILTON COUNTY TREASURER	604034	04/18/25	OTHER EXPENSES	1301-5023990	1,800.00	1,800.00
I.C.O. TRAINING FUND	604035	04/18/25	OTHER EXPENSES	210-5023990	8.00	8.00
INDIANA SECTION AWWA	604036	04/18/25	OTHER EXPENSES	601-5023990	275.00	275.00
INTERA INCORPORATED	604037	04/18/25	OTHER EXPENSES	612-5023990	5,740.00	5,740.00
AES INDIANA	604038	04/18/25	ELECTRICITY	1110-4348000	348.08	
AES INDIANA	604038	04/18/25	OTHER EXPENSES	601-5023990	43,006.48	43,354.56
DUANE JARVIS	604039	04/18/25	OTHER EXPENSES	651-5023990	16.17	16.17
JONES & HENRY ENGINEER IN	604040	04/18/25	OTHER EXPENSES	612-5023990	77,545.30	77,545.30
JEREMY KASHMAN	604041	04/18/25	EXTERNAL TRAINING TRAVEL	2200-4343002	1,282.64	1,282.64

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LISA KEMPA	604042	04/18/25	OTHER EXPENSES	651-5023990	23.10	
LISA KEMPA	604042	04/18/25	OTHER EXPENSES	601-5023990	23.10	
						46.20
KONICA MINOLTA BUSINESS S	604043	04/18/25	OTHER EXPENSES	651-5023990	45.34	
						45.34
KONICA MINOLTA BUSINESS S	604044	04/18/25	OTHER EXPENSES	651-5023990	3.65	
						3.65
LAW ENF TRAINING BOARD	604045	04/18/25	EXTERNAL INSTRUCT FEES	1110-4357004	100.00	
						100.00
LINDSAY STAFFORD	604046	04/18/25	OTHER EXPENSES	601-5023990	1,649.65	
						1,649.65
NATIONAL WATER SERVICES L	604047	04/18/25	OTHER EXPENSES	612-5023990	70,231.32	
						70,231.32
NELSON ALARM COMPANY	604048	04/18/25	OTHER PROFESSIONAL FEES	902-4341999	150.00	
						150.00
SESCO GROUP	604049	04/18/25	OTHER PROFESSIONAL FEES	902-4341999	3,689.13	
SESCO GROUP	604049	04/18/25	OTHER PROFESSIONAL FEES	902-4341999	1,381.88	
						5,071.01
OLD TOWN SHOPS PROP ASSOC	604050	04/18/25	OTHER CONT SERVICES	1208-4350900	1,916.66	
						1,916.66
PITNEY BOWES	604051	04/18/25	POSTAGE METER	1192-4353003	372.00	
						372.00
WEST CARMEL MP2 LLC	604052	04/18/25	OTHER EXPENSES	612-5023990	86,350.00	
						86,350.00
RICHARD FARLEY	604053	04/18/25	OTHER CONT SERVICES	202-4350900	553.00	
						553.00
RICOH AMERICAS CORPORATIO	604054	04/18/25	COPIER	506-4353004	8.90	
						8.90
RICOH AMERICAS CORPORATIO	604055	04/18/25	COPIER	506-4353004	79.92	
						79.92
SHRED-IT USA LLC	604056	04/18/25	OTHER EXPENSES	601-5023990	51.39	
SHRED-IT USA LLC	604056	04/18/25	OTHER EXPENSES	651-5023990	51.40	
						102.79
SHRED-IT USA LLC	604057	04/18/25	TRASH COLLECTION	1110-4350101	388.40	
						388.40
THIENEMAN CONSTRUCTION IN	604058	04/18/25	OTHER EXPENSES	612-5023990	91,800.00	
						91,800.00
THIENEMAN CONSTRUCTION IN	604059	04/18/25	OTHER EXPENSES	612-5023990	10,200.00	
						10,200.00
THOMSON REUTERS-WEST	604060	04/18/25	SOFTWARE MAINT CONTRACTS	911-4351502	487.29	
THOMSON REUTERS-WEST	604060	04/18/25	SOFTWARE MAINT CONTRACTS	1110-4351502	487.29	
						974.58
UPS	604061	04/18/25	POSTAGE	1110-4342100	19.16	
						19.16
UPS	604062	04/18/25	OTHER EXPENSES	651-5023990	50.43	
						50.43
UNITED CONSULTING	604063	04/18/25	OTHER EXPENSES	612-5023990	21,753.35	
						21,753.35
ANA VAZQUEZ	604064	04/18/25	EXTERNAL TRAINING TRAVEL	1110-4343002	440.00	
						440.00
VERIZON	604065	04/18/25	OTHER EXPENSES	651-5023990	239.52	
VERIZON	604065	04/18/25	OTHER EXPENSES	601-5023990	483.62	
						723.14
VERIZON	604066	04/18/25	CELLULAR PHONE FEES	1180-4344100	401.72	
						401.72
VERIZON	604067	04/18/25	CELLULAR PHONE FEES	2200-4344100	546.24	
						546.24
WALLACK SOMERS & HAAS PC	604068	04/18/25	LEGAL FEES	902-4340000	50.00	

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WALLACK SOMERS & HAAS PC	604068	04/18/25	LEGAL FEES	902-4340000	4,300.00	
WALLACK SOMERS & HAAS PC	604068	04/18/25	LEGAL FEES	902-4340000	50.00	
WALLACK SOMERS & HAAS PC	604068	04/18/25	LEGAL FEES	902-4340000	250.00	
WALLACK SOMERS & HAAS PC	604068	04/18/25	LEGAL FEES	902-4340000	1,850.00	
WALLACK SOMERS & HAAS PC	604068	04/18/25	LEGAL FEES	902-4340000	922.00	
WALLACK SOMERS & HAAS PC	604068	04/18/25	LEGAL FEES	902-4340000	100.00	
						7,522.00
MICHAEL ZIMMERMAN	604069	04/18/25	EXTERNAL TRAINING TRAVEL	1110-4343002	200.00	
						200.00
180 COUNSELING LLC	604070	04/23/25	MENTAL HEALTH COUNSELING	1110-4340703	140.00	
180 COUNSELING LLC	604070	04/23/25	MENTAL HEALTH COUNSELING	1110-4340703	140.00	
						280.00
185 PROMOTIONS & APPAREL	604071	04/23/25	UNIFORMS	1120-4356001	54.95	
						54.95
AGILEBITS INC	604072	04/23/25	SUBSCRIPTION SOFTWARE	1115-4355600	1,797.75	
						1,797.75
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	2,973.18	
AL WARREN OIL CO INC	604073	04/23/25	DIESEL FUEL	2201-4231300	1,333.85	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	960.97	
AL WARREN OIL CO INC	604073	04/23/25	DIESEL FUEL	2201-4231300	247.50	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	-3,878.44	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	1,589.63	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	972.09	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	263.88	
AL WARREN OIL CO INC	604073	04/23/25	DIESEL FUEL	2201-4231300	836.07	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	700.11	
AL WARREN OIL CO INC	604073	04/23/25	OIL	2201-4231500	783.75	
AL WARREN OIL CO INC	604073	04/23/25	DIESEL FUEL	2201-4231300	1,470.04	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	1,592.16	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	936.14	
AL WARREN OIL CO INC	604073	04/23/25	DIESEL FUEL	2201-4231300	275.00	
AL WARREN OIL CO INC	604073	04/23/25	GASOLINE	2201-4231400	1,075.50	
						12,131.43
ALTEC INDUSTRIES, INC	604074	04/23/25	REPAIR PARTS	2201-4237000	771.37	
						771.37
AMERICAN LEGAL PUBLISHING	604075	04/23/25	ORDINANCE CODIFICATION	1702-R4341953 110367	300.00	
						300.00
ASCENSION ST VINCENT PUBL	604076	04/23/25	MEDICAL EXAM FEES	1110-4340701	1,347.07	
ASCENSION ST VINCENT PUBL	604076	04/23/25	MEDICAL EXAM FEES	1110-4340701	12,579.14	
						13,926.21
BARNES & THORNBURG	604077	04/23/25	LEGAL FEES	1180-R4340000 110442	5,000.00	
						5,000.00
BATTERIES PLUS BULBS	604078	04/23/25	REPAIR PARTS	1120-4237000	635.80	
						635.80
BEAVER RESEARCH COMPANY	604079	04/23/25	GARAGE & MOTOR SUPPIES	1110-4232100	173.24	
						173.24
BEC ENTERPRISES LLC	604080	04/23/25	REPAIR PARTS	2201-4237000 116566	1,433.63	
BEC ENTERPRISES LLC	604080	04/23/25	REPAIR PARTS	2201-4237000	573.36	
BEC ENTERPRISES LLC	604080	04/23/25	REPAIR PARTS	2201-4237000	902.08	
BEC ENTERPRISES LLC	604080	04/23/25	REPAIR PARTS	2201-4237000	544.67	
BEC ENTERPRISES LLC	604080	04/23/25	REPAIR PARTS	2201-4237000	169.04	
						3,622.78
BLACK CLOVER ENTERPRISES	604081	04/23/25	GOLF SOFTGOODS	1207-4356006	263.21	
						263.21
BOUND TREE MEDICAL LLC	604082	04/23/25	SPECIAL DEPT SUPPLIES	102-4239011	2,709.40	
BOUND TREE MEDICAL LLC	604082	04/23/25	SPECIAL DEPT SUPPLIES	102-4239011	919.99	
BOUND TREE MEDICAL LLC	604082	04/23/25	SPECIAL DEPT SUPPLIES	102-4239011	2,224.52	
						5,853.91

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THE BOX COMPANY	604083	04/23/25	POSTAGE	1120-4342100	339.08	339.08
PRO TEAM WELLNESS	604084	04/23/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	150.00
BRATEMAN'S INC.	604085	04/23/25	SAFETY ACCESSORIES	1110-4356003	1,099.00	
BRATEMAN'S INC.	604085	04/23/25	UNIFORM ACCESSORIES	1110-4356002	636.98	
BRATEMAN'S INC.	604085	04/23/25	UNIFORMS	1110-4356001	1,493.99	
BRATEMAN'S INC.	604085	04/23/25	UNIFORM ACCESSORIES	1110-4356002	350.00	
BRATEMAN'S INC.	604085	04/23/25	UNIFORMS	1110-4356001	3,040.94	
BRATEMAN'S INC.	604085	04/23/25	UNIFORMS	1110-4356001	398.99	
BRATEMAN'S INC.	604085	04/23/25	UNIFORMS	1110-4356001	359.94	
BROADY-CAMPBELL, INC	604086	04/23/25	ROUNDAABOUT REPAIRS	2201-R4350900 111440	37,370.00	7,379.84
BROWN SPRINKLER CORP	604087	04/23/25	TARKINGTON GARAGE REPAIR	1206-4350100 115481	17,906.00	37,370.00
C T W ELECTRICAL CO, INC	604088	04/23/25	REPAIR PARTS	2201-4351000 115359	199.18	17,906.00
C T W ELECTRICAL CO, INC	604088	04/23/25	REPAIR PARTS	2201-4351000 115359	907.29	
C T W ELECTRICAL CO, INC	604088	04/23/25	REPAIR PARTS	2201-4351000 115359	103.87	
C T W ELECTRICAL CO, INC	604088	04/23/25	REPAIR PARTS	2201-4351000 115359	427.87	
C. L. COONROD & COMPANY	604089	04/23/25	ACCOUNTING SERVICES	1701-4340300 114325	47,064.00	1,638.21
C. L. COONROD & COMPANY	604089	04/23/25	ACFR SERVICES	1701-4340300 114317	47,831.00	
CALDWELL ENVIRONMENTAL IN	604090	04/23/25	BUILDING REPAIRS & MAINT	2201-4350100	4,025.20	94,895.00
CALUMET CIVIL CONTRACTORS	604091	04/23/25	21-SW-03 ORCHARD PARK	250-R4350900 112618	517,620.60	4,025.20
CARAHSOFT TECHNOLOGY CORP	604092	04/23/25	FIRST ALERT SOFTWARE	1110-R4351502 113071	15,000.00	517,620.60
CARMEL CITY CENTER LLC	604093	04/23/25	GARAGE MAINT	1206-4350900 115388	5,855.73	15,000.00
CARMEL LOFTS LLC	604094	04/23/25	GARAGE MAINT	1206-4350100 115389	28,224.02	5,855.73
CARMEL LOFTS LLC	604094	04/23/25	GARAGE MAINT	1206-4350100 116665	4,517.69	
CARMEL TROPHIES PLUS LLC	604095	04/23/25	OTHER CONT SERVICES	1120-4350900	120.00	32,741.71
CARMEL WELDING & SUPP INC	604096	04/23/25	REPAIR PARTS	1120-4237000	76.58	120.00
CARMEL WELDING & SUPP INC	604097	04/23/25	REPAIR PARTS	2201-4237000	403.68	76.58
CENTER FOR THE PERFORMING	604098	04/23/25	PAC OPERATIONS	1208-4355102	1,125,000.00	403.68
CENTRAL INDIANA HARDWARE	604099	04/23/25	BUILDING REPAIRS & MAINT	1205-4350100	158.00	1,125,000.00
CINTAS CORPORATION #18	604100	04/23/25	UNIFORMS	1207-4356001	43.77	158.00
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	1110-4356501	140.24	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	1110-4356501	140.24	
CINTAS CORPORATION #18	604100	04/23/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	604100	04/23/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	604100	04/23/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	604100	04/23/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	604100	04/23/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	604100	04/23/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	604100	04/23/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	2201-4356501	350.21	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	2201-4356501	571.04	

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CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	2201-4356501	350.21	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	2201-4356501	817.55	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	604100	04/23/25	LAUNDRY SERVICE	1110-4356501	140.24	
						3,337.85
CINTAS FIRST AID & SAFETY	604101	04/23/25	OTHER CONT SERVICES	1701-4350900	91.30	
						91.30
CINTAS UNIFORMS	604102	04/23/25	OTHER CONT SERVICES	2201-4350900	95.76	
CINTAS UNIFORMS	604102	04/23/25	OTHER CONT SERVICES	2201-4350900	234.00	
						329.76
CLARK DIETZ, INC	604103	04/23/25	PROFESSIONAL SERVICES	2200-R4340100 113050	5,299.80	
						5,299.80
CLARKE POWER SERVICES INC	604104	04/23/25	REPAIR PARTS	1120-4237000	228.19	
						228.19
CLASSIC CLEANERS INC	604105	04/23/25	DRY CLEANING	1110-4356502	1,443.06	
						1,443.06
COMCATE SOFTWARE INC	604106	04/23/25	IMPLEMENT & ANNUAL FEE	1115-R4355600 111439	5,582.76	
						5,582.76
CORE & MAIN	604107	04/23/25	PAINT AND FLAGS	1115-4238000 116596	720.00	
CORE & MAIN	604107	04/23/25	PAINT AND FLAGS	1115-4238000 116596	756.00	
						1,476.00
CROSSROAD ENGINEERS, PC	604108	04/23/25	ON CALL CONSULTING	1115-4340400 114285	1,692.55	
CROSSROAD ENGINEERS, PC	604108	04/23/25	CONSULTING FEES	1115-4340400	4,038.65	
						5,731.20
CROWN TROPHY	604109	04/23/25	PROMOTIONAL PRINTING	1110-4345002	10.00	
CROWN TROPHY	604109	04/23/25	PROMOTIONAL PRINTING	1110-4345002	127.50	
CROWN TROPHY	604109	04/23/25	PROMOTIONAL PRINTING	1110-4345002	96.00	
						233.50
OFFICE KEEPERS	604110	04/23/25	ADMIN CLEANING	1120-4350900 115366	2,393.00	
						2,393.00
DON HINDS FORD	604111	04/23/25	REPAIR PARTS	1110-4237000	1,075.78	
DON HINDS FORD	604111	04/23/25	REPAIR PARTS	1110-4237000	284.92	
DON HINDS FORD	604111	04/23/25	REPAIR PARTS	1110-4237000	100.74	
						1,461.44
DUO-SAFETY LADDER CORP	604112	04/23/25	REPAIR PARTS	1120-4237000	152.86	
						152.86
ECO PARKING TECHNOLOGIES	604113	04/23/25	SUBSCRIPTION SOFTWARE	1115-4355600	2,864.00	
						2,864.00
CONSENSUS CLOUD SOLUTIONS	604114	04/23/25	OTHER EXPENSES	252-5023990	141.01	
						141.01
ELITE PRO PAINTING, INC.	604115	04/23/25	DOOR FRAME PAINTING	1205-4350100 116578	1,350.00	
						1,350.00
ENGLEDOW, INC	604116	04/23/25	INSTALL ANNUAL FLOWERS	2201-4350400 116536	14,180.71	
						14,180.71
ESO SOLUTIONS	604117	04/23/25	SOFTWARE MAINT CONTRACTS	1120-4351502	631.24	
						631.24
FASTENAL COMPANY	604118	04/23/25	SMALL TOOLS & MINOR EQUIP	2201-4238000	501.47	
						501.47
FLEETPRIDE	604119	04/23/25	SOFTWARE MAINT FOR CARS	2201-4351502 116610	995.00	
						995.00
FRONT LINE COUNSELING INC	604120	04/23/25	MENTAL HEALTH COUNSELING	1110-4340703	2,775.00	
						2,775.00
FULLER ENGINEERING CO LLC	604121	04/23/25	BUILDING REPAIRS & MAINT	1115-4350100	100.00	
FULLER ENGINEERING CO LLC	604121	04/23/25	DATA CENTER REPAIRS	1115-R4350100 111328	855.00	
						955.00
GEAR WASH	604122	04/23/25	TURN OUT GEAR CLEANING	1120-R4350600 110823	176.54	
GEAR WASH	604122	04/23/25	CLEANING SERVICES	1120-4350600	400.21	
						576.75

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OMNI ELECTRIC LLC	604123	04/23/25	STREET LIGHT REPAIRS	2201-4350080	116656	11,402.00	11,402.00
HEART REACH MEDICAL LLC	604124	04/23/25	SAFETY SUPPLIES	1110-4239012		452.00	452.00
HENRY SCHEIN INC	604125	04/23/25	SPECIAL DEPT SUPPLIES	102-4239011		119.40	119.40
HOWARD COMPANIES	604126	04/23/25	25-STR-02 STREET PAVING	202-4350200	115473	464,175.00	464,175.00
MILLENNIUM LININGS & ACCE	604127	04/23/25	STORAGE SYSTEM	1110-4467099	116593	1,524.99	1,524.99
INDIANA ALARM LLC	604128	04/23/25	EQUIPMENT MAINT CONTRACTS	1205-4351501		365.99	365.99
INDIANA DESIGN CENTER, LL	604129	04/23/25	GARAGE MAINT	1206-4350900	115396	2,901.56	2,901.56
INDIANA OXYGEN CO	604130	04/23/25	BOTTLED GAS	1120-4231100		702.04	702.04
INDY COUNSELING PROFESSIO	604131	04/23/25	MENTAL HEALTH COUNSELING	1110-4340703		175.00	175.00
INDY COUNSELING PROFESSIO	604131	04/23/25	MENTAL HEALTH COUNSELING	1110-4340703		175.00	350.00
BEST ONE OF TIPTON	604132	04/23/25	AUTO REPAIR & MAINTENANCE	1120-4351000		1,855.00	1,855.00
INSIGHT PUBLIC SECTOR, IN	604133	04/23/25	NETWORK SWITCH	2201-4463100	116620	825.19	825.19
INSIGHT PUBLIC SECTOR, IN	604133	04/23/25	HPE ENTERPRISE HARD DRIVE	1115-4237000	116626	640.00	1,465.19
IU HEALTH WORKPLACE SERVI	604134	04/23/25	WELLNESS PROGRAM	1201-4341980		5,286.00	5,286.00
JP ENTERPRISES	604135	04/23/25	LG FRAME RIFLE	1110-R4467003	112893	15,347.84	15,347.84
KENNEY OUTDOOR SOLUTIONS	604136	04/23/25	EQUIPMENT REPAIRS & MAINT	1207-4350000		382.19	382.19
KEYSTONE COOPERATIVE INC	604137	04/23/25	DIESEL FUEL	1120-4231300		1,998.15	1,998.15
KOORSEN FIRE & SECURITY I	604138	04/23/25	OTHER CONT SERVICES	1120-4350900		104.67	104.67
LEVELWEAR INC	604139	04/23/25	GOLF SOFTGOODS	1207-4356006		473.30	473.30
LEVELWEAR INC	604139	04/23/25	GOLF SOFTGOODS	1207-4356006		518.30	991.60
LIONHEART CRITICAL POWER	604140	04/23/25	GENERATOR SERVICE	2201-4350100	115384	991.00	991.00
LIONHEART CRITICAL POWER	604140	04/23/25	BUILDING REPAIRS & MAINT	2201-4350100		8.47	999.47
MACO PRESS INC	604141	04/23/25	STATIONARY & PRNTD MATERL	1120-4230100		168.44	168.44
MACO PRESS INC	604141	04/23/25	STATIONARY & PRNTD MATERL	1120-4230100		251.84	420.28
MACQUEEN	604142	04/23/25	REPAIR PARTS	1120-4237000		50.64	50.64
MACQUEEN	604142	04/23/25	REPAIR PARTS	1120-4237000		70.06	70.06
MACQUEEN	604142	04/23/25	REPAIR PARTS	1120-4237000		142.67	142.67
MACQUEEN	604142	04/23/25	REPAIR PARTS	1120-4237000		330.33	593.70
MCKESSON MEDICAL-SURGICAL	604143	04/23/25	SPECIAL DEPT SUPPLIES	102-4239011		611.81	611.81
MEDLINE INDUSTRIES, INC	604144	04/23/25	SPECIAL DEPT SUPPLIES	102-4239011		1,098.20	1,098.20
MENARDS, INC	604145	04/23/25	5461	2201-4236400		38.88	38.88
MENARDS, INC	604145	04/23/25	5955	2201-4235000		22.72	22.72
MENARDS, INC	604145	04/23/25	6037	2201-4235000		32.78	32.78
MENARDS, INC	604145	04/23/25	6025	2201-4235000		474.00	474.00
MENARDS, INC	604145	04/23/25	6276	2201-4235000		138.15	138.15
MENARDS, INC	604145	04/23/25	6568	2201-4235000		93.30	93.30

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MENARDS, INC	604145	04/23/25	7248	2201-4235000	24.44	
MENARDS, INC	604145	04/23/25	7293	2201-4235000	12.79	
MENARDS, INC	604145	04/23/25	7289	2201-4235000	10.98	
						848.04
MENARDS, INC	604146	04/23/25	07814	1115-4239099	17.98	
MENARDS, INC	604146	04/23/25	08041	1115-4239099	22.49	
						40.47
MENARDS, INC	604147	04/23/25	7355	1120-4235000	33.52	
MENARDS, INC	604147	04/23/25	7276	1120-4237000	7.69	
MENARDS, INC	604147	04/23/25	7355	1120-4237000	17.46	
MENARDS, INC	604147	04/23/25	7720	1120-4237000	37.52	
MENARDS, INC	604147	04/23/25	GARAGE & MOTOR SUPPIES	1120-4232100	197.40	
						293.59
MENARDS, INC	604148	04/23/25	7697	1207-4237000	178.59	
						178.59
MOTOROLA SOLUTIONS INC	604149	04/23/25	WM800 WIRELESS RSM	1115-4238000 116627	1,857.12	
						1,857.12
NAPA AUTO PARTS INC	604150	04/23/25	GARAGE & MOTOR SUPPIES	1110-4232100	9.91	
NAPA AUTO PARTS INC	604150	04/23/25	GARAGE & MOTOR SUPPIES	1110-4232100	153.20	
NAPA AUTO PARTS INC	604150	04/23/25	GARAGE & MOTOR SUPPIES	1110-4232100	27.00	
NAPA AUTO PARTS INC	604150	04/23/25	REPAIR PARTS	1110-4237000	85.20	
NAPA AUTO PARTS INC	604150	04/23/25	REPAIR PARTS	1110-4237000	20.76	
NAPA AUTO PARTS INC	604150	04/23/25	REPAIR PARTS	1110-4237000	278.42	
NAPA AUTO PARTS INC	604150	04/23/25	REPAIR PARTS	1110-4237000	254.77	
NAPA AUTO PARTS INC	604150	04/23/25	REPAIR PARTS	1110-4237000	89.46	
						918.72
NAPA AUTO PARTS INC	604151	04/23/25	REPAIR PARTS	2200-4237000	36.12	
						36.12
NEARMAP US INC.	604152	04/23/25	SOFTWARE MAINT CONTRACTS	2200-4351502	5,333.33	
						5,333.33
YARD & COMPANY	604153	04/23/25	HOME PLACE PLAN PROJECT	1192-4340400 114304	25,115.40	
YARD & COMPANY	604153	04/23/25	PROMOTIONAL PRINTING	1192-4345002	396.76	
YARD & COMPANY	604153	04/23/25	HOME PLACE PLAN PROJECT	1192-4340400 114304	5,000.00	
						30,512.16
NORTHSIDE TRAILER INC.	604154	04/23/25	REPAIR PARTS	2201-4237000	217.74	
						217.74
OFFICE DEPOT	604155	04/23/25	OTHER MAINT SUPPLIES	1110-4238900	7.39	
OFFICE DEPOT	604155	04/23/25	OTHER MISCELLANEOUS	1110-4239099	154.65	
						162.04
OFFICE WORKS	604156	04/23/25	FURNITURE/FIXTURES	1110-R4463000 110542	1,066.35	
						1,066.35
OTTO'S PARKING MARKING	604157	04/23/25	REPAIR PARTS	2201-4237000	223.25	
						223.25
OVERHEAD DOOR CO OF INDIA	604158	04/23/25	BUILDING REPAIRS & MAINT	1120-4350100	1,538.90	
						1,538.90
PADDACK WRECKER SERVICE,	604159	04/23/25	AUTO REPAIR & MAINTENANCE	1120-4351000	645.00	
PADDACK WRECKER SERVICE,	604159	04/23/25	OTHER PROFESSIONAL FEES	1110-4341999	120.25	
						765.25
PAMELA WEISSMAN	604160	04/23/25	MENTAL HEALTH COUNSELING	1110-4340703	120.00	
						120.00
PAUL GROCKI	604161	04/23/25	SIDEWALK IMPROVEMENTS	1192-4462200	250.00	
						250.00
CRIFE	604162	04/23/25	CSD FITNESS CENTER	2201-R4350900 112592	3,026.80	
CRIFE	604162	04/23/25	CSD FITNESS CENTER	2201-R4350900 112592	1,627.43	
						4,654.23
PENN CARE INC.	604163	04/23/25	EMS EQUIP	102-4467006	452.15	
						452.15
PING	604164	04/23/25	GOLF SOFTGOODS	1207-4356006	-36.00	

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PING	604164	04/23/25	GOLF SOFTGOODS	1207-4356006	244.50	
PING	604164	04/23/25	GOLF SOFTGOODS	1207-4356006	728.75	
PING	604164	04/23/25	GOLF SOFTGOODS	1207-4356006	1,045.18	
PING	604164	04/23/25	GOLF SOFTGOODS	1207-4356006	629.42	
PING	604164	04/23/25	GOLF SOFTGOODS	1207-4356006	103.59	
						2,715.44
PIP	604165	04/23/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	77.57	
						77.57
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	137.00	
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	1,185.00	
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	73.50	
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	2,457.00	
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	147.00	
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	73.50	
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	73.50	
QUARLES & BRADY LLP	604166	04/23/25	LEGAL FEES	1180-4340000	1,979.00	
						6,125.50
R E I REAL ESTATE SERVICE	604167	04/23/25	OTHER CONT SERVICES	1208-4350900	77,057.00	
						77,057.00
RAY ALLEN MANUFACTURING C	604168	04/23/25	ANIMAL SERVICES	1110-4357600	91.98	
						91.98
REYNOLDS FARM EQUIPMENT	604169	04/23/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	463.54	
						463.54
SAFETY SYSTEMS	604170	04/23/25	VEHICLE EQUIPMENT	1110-4467099 115443	6,536.40	
						6,536.40
SEAGRAVE FIRE APPARATUS L	604171	04/23/25	AUTO REPAIR & MAINTENANCE	1120-4351000	6,638.70	
						6,638.70
SEXSON MECHANICAL CORP	604172	04/23/25	BUILDING REPAIRS & MAINT	1120-4350100	103.00	
SEXSON MECHANICAL CORP	604172	04/23/25	BUILDING REPAIRS & MAINT	1120-4350100	1,488.85	
SEXSON MECHANICAL CORP	604172	04/23/25	BUILDING REPAIRS & MAINT	2201-4350100	394.00	
						1,985.85
SHELBY GRAVEL INC	604173	04/23/25	CEMENT	2201-4236200	1,092.00	
SHELBY GRAVEL INC	604173	04/23/25	CEMENT	2201-4236200	407.00	
						1,499.00
SITEONE LANDSCAPE SUPPLY,	604174	04/23/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	392.75	
						392.75
ASCENSION SPORTS PERFORMA	604175	04/23/25	TAP PROGRAM 2025	1120-4340799 115353	9,000.00	
						9,000.00
STOOPS FREIGHTLINER	604176	04/23/25	REPAIR PARTS	2201-4237000	659.80	
						659.80
STREETLIGHT DATA INC	604177	04/23/25	STREETLIGHT DATA SUBSCRIP	2200-4351502 116658	56,353.00	
						56,353.00
SUNBELT RENTALS	604178	04/23/25	OTHER RENTAL & LEASES	2201-4353099	1,754.25	
SUNBELT RENTALS	604178	04/23/25	OTHER RENTAL & LEASES	2201-4353099	108.76	
SUNBELT RENTALS	604178	04/23/25	PAINT	2201-4236400	78.05	
SUNBELT RENTALS	604178	04/23/25	PAINT	2201-4236400	144.00	
SUNBELT RENTALS	604178	04/23/25	OTHER RENTAL & LEASES	2201-4353099	558.90	
SUNBELT RENTALS	604178	04/23/25	OTHER RENTAL & LEASES	2201-4353099	366.97	
						3,010.93
T M T INC	604179	04/23/25	OTHER CONT SERVICES	2201-4350900	2,441.00	
T M T INC	604179	04/23/25	ROUNDOABOUT REPAIRS	2201-4350900 115453	6,670.00	
T M T INC	604179	04/23/25	TREE PLANTING	1192-R4462400 111283	29,252.00	
						38,363.00
TELEFLEX LLC	604180	04/23/25	EMS EQUIP	102-4467006	100.00	
						100.00
ARROWHEAD FORENSIC PRODUC	604181	04/23/25	LAB SUPPLIES	1110-4239011 116608	1,487.19	
						1,487.19
CIRCLE CITY CLEANERS ONE	604182	04/23/25	CLEANING SERVICES	1120-4350600	82.17	

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TOUCH 'N GO COLLISION CEN	604183	04/23/25	VEHICLE REPAIRS - C HOWAR	1110-4351000	116510	2,302.00	82.17
UTILITY SUPPLY CO INC.	604184	04/23/25	STORM SEWER MAINT SUPPLS	2201-4237001		902.97	2,302.00
VERTOSOFT LLC	604185	04/23/25	OPEN GOV CONTRACT	1702-4350900	114298	47,532.00	902.97
LEO'S PET CARE CARMEL	604186	04/23/25	ANIMAL SERVICES	1110-4357600		299.38	47,532.00
FISHERS ANIMAL HOSPITAL	604187	04/23/25	ANIMAL SERVICES	1110-4357600		86.31	299.38
PERSONIFY HEALTH	604188	04/23/25	WELLNESS PROGRAM	1201-4341980		5,405.00	86.31
W A JONES TRUCK BODIES &	604189	04/23/25	REPAIR PARTS	2201-4237000		22.81	5,405.00
W A JONES TRUCK BODIES &	604189	04/23/25	REPAIR PARTS	2201-4237000		878.63	
W A JONES TRUCK BODIES &	604189	04/23/25	REPAIR PARTS	2201-4351000	114319	395.69	
W A JONES TRUCK BODIES &	604189	04/23/25	REPAIR PARTS	2201-4351000	114319	2,438.31	3,735.44
WAYSTAR INC	604190	04/23/25	SUBSCRIPTIONS	1120-4355200		510.37	510.37
WHITE'S ACE HARDWARE	604191	04/23/25	REPAIR PARTS	1120-4237000		348.87	348.87
WHITE'S ACE HARDWARE	604192	04/23/25	SAFETY ACCESSORIES	2201-4356003		998.00	
WHITE'S ACE HARDWARE	604192	04/23/25	OTHER MAINT SUPPLIES	2201-4238900		1,098.17	2,096.17
WHITE'S ACE HARDWARE	604193	04/23/25	31020532	1115-4232100		8.76	8.76
AIDEN WILSON	604194	04/23/25	TRAVEL FEES & EXPENSES	1081-4343000		54.50	54.50
KARI BERGER	604195	04/23/25	TRAVEL FEES & EXPENSES	1125-4343000		48.92	48.92
BLUEPAY PROCESSING, LLC	604196	04/23/25	OTHER PROFESSIONAL FEES	1081-4341999		29,935.66	29,935.66
LIZ BOGER	604197	04/23/25	ADULT CONTRACTORS	1081-4340800		595.00	595.00
BUTLER UNIVERSITY	604198	04/23/25	CLASSIFIED ADVERTISING	1125-4346000		150.00	150.00
CULLIGAN OF INDIANAPOLIS	604199	04/23/25	OTHER MAINT SUPPLIES	1093-4238900		456.75	456.75
DUKE ENERGY	604200	04/23/25	ELECTRICITY	1125-4348000		338.81	
DUKE ENERGY	604200	04/23/25	ELECTRICITY	1125-4348000		27.63	366.44
ELLIS MECHANICAL & ELECTR	604201	04/23/25	2025 HVAC PREVENT MAINT	1125-R4350900	60622	738.72	
ELLIS MECHANICAL & ELECTR	604201	04/23/25	2025 HVAC PREVENT MAINT	1125-R4350900	60623	159.54	
ELLIS MECHANICAL & ELECTR	604201	04/23/25	OTHER CONT SERVICES	1093-4350900		4,225.78	5,124.04
ANGELA FEE	604202	04/23/25	TRAVEL FEES & EXPENSES	1091-4343000		152.31	152.31
FUN EXPRESS	604203	04/23/25	GENERAL PROGRAM SUPPLIES	1082-4239039		399.24	
FUN EXPRESS	604203	04/23/25	GENERAL PROGRAM SUPPLIES	1081-4239039		131.98	
FUN EXPRESS	604203	04/23/25	OTHER MISCELLANEOUS	1081-4239099		121.35	652.57
GRAINGER	604204	04/23/25	GENERAL PROGRAM SUPPLIES	1082-4239039		47.77	
GRAINGER	604204	04/23/25	BUILDING MATERIAL	1125-4235000		41.35	89.12
GREEN TOUCH SERVICES, INC	604206	04/23/25	GROUPS MAINTENANCE	1094-4350400		14,201.75	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	72.50	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	26,048.00	

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GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	8,520.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	178.75	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	214.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	81.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	1,285.50	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	120.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	943.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	281.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	46,872.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	2,222.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	5,162.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	530.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	1,739.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	280.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	611.50	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	550.25	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	1,205.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	150.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	180.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	95.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	2,893.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	1,400.00	
GREEN TOUCH SERVICES, INC	604206	04/23/25	2025 LANDSCAPING	1125-4350400	61051	143.84	
							115,979.09
HALL SIGNS, INC.	604207	04/23/25	GENERAL PROGRAM SUPPLIES	1081-4239039		177.29	
							177.29
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		35.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		65.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		65.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		15.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		18.90	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		48.76	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		23.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		15.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		15.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		33.10	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		316.20	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		20.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		15.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		20.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		20.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		20.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		20.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		19.30	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		15.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		15.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		15.00	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		83.48	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		521.29	
HAMILTON COUNTY TREASURER	604209	04/23/25	ASSESSMENT FEES	1125-4358000		105.86	
							1,539.89
INDIANA PARK & RECREATION	604210	04/23/25	PNR STAFF CPSI TRAINING	1125-4357004	60945	575.00	
							575.00
JES & SONS 2-WAY LLC	604211	04/23/25	EQUIPMENT REPAIRS & MAINT	1081-4350000		153.00	
							153.00
TREE PRO	604212	04/23/25	GENERAL PROGRAM SUPPLIES	1125-4239039		137.00	
							137.00
LEAVE NO TRACE	604213	04/23/25	GENERAL PROGRAM SUPPLIES	1082-4239039		88.33	

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						88.33
LUCKEY LLC	604214	04/23/25	OTHER STRUCTURE IMPROVEMN	1091-4462000	12,150.00	12,150.00
MIDWEST PARENTING PUBLICA	604216	04/23/25	MARKETING & PROMOTIONS	1091-4341991	495.00	495.00
NORTHERN SAFETY CO, INC	604217	04/23/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	190.11	190.11
STACY PRESTON	604218	04/23/25	TRAVEL FEES & EXPENSES	1125-4343000	18.20	18.20
AIMEE RICH	604220	04/23/25	TRAVEL FEES & EXPENSES	1081-4343000	77.35	77.35
S & S CRAFTS WORLDWIDE IN	604221	04/23/25	GENERAL PROGRAM SUPPLIES	1082-4239039	608.68	
S & S CRAFTS WORLDWIDE IN	604221	04/23/25	GENERAL PROGRAM SUPPLIES	1082-4239039	199.37	808.05
SAVATREE LLC	604222	04/23/25	WEST PARK & INLOW REMOVAL	103-4462000	3,234.00	
SAVATREE LLC	604222	04/23/25	WEST PARK & INLOW REMOVAL	103-4462000	2,911.00	6,145.00
STAPLES BUSINESS ADVANTAG	604223	04/23/25	GENERAL PROGRAM SUPPLIES	1081-4239039	111.94	
STAPLES BUSINESS ADVANTAG	604223	04/23/25	GENERAL PROGRAM SUPPLIES	1081-4239039	16.19	
STAPLES BUSINESS ADVANTAG	604223	04/23/25	GENERAL PROGRAM SUPPLIES	1082-4239039	15.64	
STAPLES BUSINESS ADVANTAG	604223	04/23/25	OFFICE SUPPLIES	1091-4230200	19.80	
STAPLES BUSINESS ADVANTAG	604223	04/23/25	OFFICE SUPPLIES	1091-4230200	66.88	
STAPLES BUSINESS ADVANTAG	604223	04/23/25	GENERAL PROGRAM SUPPLIES	1125-4239039	36.98	267.43
TOWNE POST NETWORK INC	604224	04/23/25	MARKETING & PROMOTIONS	1091-4341991	700.00	700.00
ALEXA WALDRIP	604225	04/23/25	TRAVEL FEES & EXPENSES	1091-4343000	76.12	76.12
WILLIAMS ARCHITECTS	604226	04/23/25	OTHER STRUCTURE IMPROVEMN	1091-4462000	5,114.05	5,114.05
WILLIAMS SCOTSMAN INC	604227	04/23/25	OTHER RENTAL & LEASES	1094-4353099	299.25	
WILLIAMS SCOTSMAN INC	604227	04/23/25	OTHER RENTAL & LEASES	1094-4353099	299.25	
WILLIAMS SCOTSMAN INC	604227	04/23/25	OTHER RENTAL & LEASES	1094-4353099	299.25	897.75
CENTERPOINT ENERGY	604228	04/24/25	NATURAL GAS	1120-4349000	170.19	170.19
CENTERPOINT ENERGY	604229	04/24/25	NATURAL GAS	2201-4349000	137.72	137.72
CENTERPOINT ENERGY	604230	04/24/25	NATURAL GAS	2201-4349000	370.61	370.61
CENTERPOINT ENERGY	604231	04/24/25	NATURAL GAS	2201-4349000	446.79	446.79
CENTERPOINT ENERGY	604232	04/24/25	NATURAL GAS	1206-4349000	.99	.99
CENTERPOINT ENERGY	604233	04/24/25	NATURAL GAS	2201-4349000	391.18	391.18
CENTERPOINT ENERGY	604234	04/24/25	OTHER EXPENSES	601-5023990	515.07	515.07
CENTERPOINT ENERGY	604235	04/24/25	NATURAL GAS	1206-4349000	76.88	76.88
CENTERPOINT ENERGY	604236	04/24/25	NATURAL GAS	1120-4349000	763.51	763.51
CENTERPOINT ENERGY	604237	04/24/25	NATURAL GAS	1120-4349000	284.22	284.22
A T & T MOBILITY	604238	04/24/25	CELLULAR PHONE FEES	1120-4344100	378.58	378.58
ADP INC	604239	04/24/25	SOFTWARE SUPPORT FEES	1201-4341903	292.80	292.80

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ADP INC	604240	04/24/25	SOFTWARE SUPPORT FEES	1201-4341903	14,160.10	
						14,160.10
ASSOC OF INDIANA COUNTIES	604241	04/24/25	POSTAGE	1180-4342100	69.00	
						69.00
AMANDA BENNETT	604242	04/24/25	TRAVEL PER DIEMS	1180-4343004	40.74	
AMANDA BENNETT	604242	04/24/25	EXTERNAL TRAINING TRAVEL	1180-4343002	458.00	
						498.74
CANON FINANCIAL SERVICES	604243	04/24/25	COPIER	1180-4353004	514.28	
						514.28
CARMEL ARTS BUILDING ASSO	604244	04/24/25	OTHER EXPENSES	601-5023990	494.36	
CARMEL ARTS BUILDING ASSO	604244	04/24/25	OTHER EXPENSES	651-5023990	494.36	
						988.72
CARMEL CLAY PARKS & RECRE	604245	04/24/25	WELLNESS PROGRAM	1201-4341980	1,084.50	
						1,084.50
CARMEL UTILITIES	604246	04/24/25	WATER & SEWER	1206-4348500	70.46	
CARMEL UTILITIES	604246	04/24/25	WATER & SEWER	1206-4348500	60.23	
CARMEL UTILITIES	604246	04/24/25	WATER & SEWER	1120-4348500	153.77	
CARMEL UTILITIES	604246	04/24/25	WATER & SEWER	1120-4348500	157.96	
CARMEL UTILITIES	604246	04/24/25	WATER & SEWER	2201-4348500	1,004.23	
CARMEL UTILITIES	604246	04/24/25	WATER & SEWER	2201-4348500	110.29	
						1,556.94
CHARTER COMMUNICATIONS	604247	04/24/25	INTERNET LINE CHARGES	1115-4344200	215.00	
						215.00
CHARTER COMMUNICATIONS HO	604248	04/24/25	OTHER CONT SERVICES	2201-4350900	119.10	
						119.10
CHARTER COMMUNICATIONS HO	604249	04/24/25	INTERNET LINE CHARGES	1115-4344200	143.27	
						143.27
CHRISTOPHER & ANNE DAY	604250	04/24/25	OTHER MISCELLANEOUS	2200-4239099	10.00	
						10.00
CONSTELLATION NEWENERGY G	604251	04/24/25	NATURAL GAS	1208-4349000	6,498.83	
CONSTELLATION NEWENERGY G	604251	04/24/25	NATURAL GAS	2201-4349000	7,018.50	
						13,517.33
DAVID CHOUTKA	604252	04/24/25	EXTERNAL TRAINING TRAVEL	1120-4343002	20.75	
						20.75
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1206-4348000	2,379.81	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1206-4348000	635.09	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1120-4348000	1,893.97	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1120-4348000	1,205.44	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	36.52	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	34.05	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	29.75	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	45.04	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	103.91	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	40.74	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	16.28	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	42.42	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	24.21	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	47.66	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	37.78	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	33.14	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	45.98	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	46.45	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	58.03	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	82.32	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	59.69	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	132.66	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	107.26	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	117.78	

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DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	34.07	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	141.61	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	338.12	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	45.76	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	63.88	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	22.51	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	13.82	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	99.61	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	13.91	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	76.70	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	106.30	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	26.78	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	14.08	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	249.57	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	186.65	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	77.08	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	92.79	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	279.30	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	113.72	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	24.73	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	56.97	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	14.77	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	37.92	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	51.37	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	21.64	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	18.97	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	34.47	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	23.11	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	35.76	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	37.05	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	14.78	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	32.08	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	17.84	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	134.40	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	128.67	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	30.14	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	17.84	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	253.07	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	39.10	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	178.11	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	2201-4348000	170.60	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	902-4348000	268.34	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	601-5023990	232.73	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	232.73	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	601-5023990	49.91	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	49.92	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	601-5023990	64.93	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	64.93	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	601-5023990	32.20	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	32.20	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	86.91	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	52.01	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	347.48	
DUKE ENERGY	604257	04/24/25	OTHER EXPENSES	651-5023990	65.06	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1801-4348000	17.63	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1801-4348000	471.91	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1801-4348000	407.96	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1801-4348000	103.91	

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DUKE ENERGY	604257	04/24/25	ELECTRICITY	1801-4348000	537.38	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1801-4348000	138.15	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1207-4348000	268.34	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1207-4348000	2,973.02	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1207-4348000	41.88	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1110-4348000	10,297.44	
DUKE ENERGY	604257	04/24/25	ELECTRICITY	1110-4348000	30.82	
						27,493.42
ENTERPRISE FLEET MGMT INC	604258	04/24/25	OTHER RENTAL & LEASES	2201-4353099	1,594.54	
						1,594.54
ENTERPRISE FLEET MGMT INC	604259	04/24/25	OTHER RENTAL & LEASES	2201-4353099	1,594.54	
						1,594.54
RACHEL FINN	604260	04/24/25	EXTERNAL TRAINING TRAVEL	1115-4343002	360.00	
						360.00
INGRID GARCIA	604261	04/24/25	CELLULAR PHONE FEES	1125-4344100	25.00	
INGRID GARCIA	604261	04/24/25	CELLULAR PHONE FEES	1125-4344100	25.00	
						50.00
GORDON FLESCH CO., INC.	604262	04/24/25	EQUIPMENT MAINT CONTRACTS	1120-4351501	209.51	
						209.51
DAVID HABOUSH	604263	04/24/25	EXTERNAL TRAINING TRAVEL	1120-4343002	61.00	
						61.00
HAMILTON COUNTY CLERK	604264	04/24/25	OTHER EXPENSES	1180-5023990	1,007.53	
						1,007.53
HAMILTON COUNTY TREASURER	604265	04/24/25	ASSESSMENT FEES	1208-4358000	6.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	4,584.72	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
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HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
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HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
HAMILTON COUNTY TREASURER	604265	04/24/25	OTHER PROFESSIONAL FEES	902-4341999	75.00	
						5,715.72
IN.GOV	604266	04/24/25	TESTING FEES	1201-R4358800 113081	15.00	
						15.00
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	64.22	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	70.20	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	101.06	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	2,047.52	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	10.07	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	123.48	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	156.77	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	117.60	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	90.36	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	79.29	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	113.56	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	1,094.41	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	71.57	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	134.18	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	112.70	

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AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	53.07	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	1,590.20	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	196.42	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	68.34	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	84.01	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	198.68	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	155.16	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	55.93	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	80.73	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	43.86	
AES INDIANA	604268	04/24/25	ELECTRICITY	2201-4348000	252.39	
IU HEALTH WORKPLACE SERVI	604269	04/24/25	OTHER EXPENSES	301-5023990	2,700.00	7,165.78
JENNY ACKER	604270	04/24/25	OTHER MISCELLANEOUS	2200-4239099	10.00	2,700.00
CHRISTINA JESSE	604271	04/24/25	EXTERNAL TRAINING TRAVEL	1192-4343002	1,947.20	10.00
JESSICA KOMP	604272	04/24/25	EXTERNAL TRAINING TRAVEL	1702-4343002	42.00	1,947.20
JESSICA KOMP	604272	04/24/25	EXTERNAL TRAINING TRAVEL	1702-4343002	114.00	
JESSICA KOMP	604272	04/24/25	TRAVEL PER DIEMS	1702-4343004	400.00	
JOHN HOSTETTER	604273	04/24/25	OTHER MISCELLANEOUS	2200-4239099	10.00	556.00
JOSHUA KIRSH	604274	04/24/25	UNIFORMS	2200-4356001	100.00	10.00
DAVID LITTLEJOHN	604275	04/24/25	EXTERNAL INSTRUCT FEES	1192-4357004	400.00	100.00
MACEY C DAVIS	604276	04/24/25	OTHER EXPENSES	1701-5023990	100.00	400.00
JEREMY MANERS	604277	04/24/25	EXTERNAL TRAINING TRAVEL	1120-4343002	528.94	100.00
NICHOLAS MISHLER	604278	04/24/25	EXTERNAL TRAINING TRAVEL	1192-4343002	594.74	528.94
ARIELLE E MORGAN	604279	04/24/25	EXTERNAL TRAINING TRAVEL	1120-4343002	53.00	594.74
PAUL HOF SOMMER	604280	04/24/25	OTHER MISCELLANEOUS	2200-4239099	10.00	53.00
HANDTEVY	604281	04/24/25	SOFTWARE MAINT CONTRACTS	1120-4351502	4,134.38	10.00
PWW ADVISORY GROUP LLC	604282	04/24/25	EXTERNAL INSTRUCT FEES	1120-4357004	3,135.00	4,134.38
QUENCH	604283	04/24/25	OTHER MAINT SUPPLIES	2201-4238900	320.48	3,135.00
THE UPS STORE #2537	604284	04/24/25	POSTAGE	2201-4342100	13.39	320.48
JACOB QUINN	604285	04/24/25	EXTERNAL TRAINING TRAVEL	1702-4343002	17.07	13.39
JACOB QUINN	604285	04/24/25	EXTERNAL TRAINING TRAVEL	1702-4343002	70.00	
JACOB QUINN	604285	04/24/25	EXTERNAL TRAINING TRAVEL	1702-4343002	16.10	
JACOB QUINN	604285	04/24/25	EXTERNAL TRAINING TRAVEL	1702-4343002	19.21	
JACOB QUINN	604285	04/24/25	TRAVEL PER DIEMS	1702-4343004	400.00	
SEDELLE DOCKERY	604286	04/24/25	OTHER EXPENSES	102-5023990	109.49	522.38
ALIZA SHALIT	604287	04/24/25	EXTERNAL TRAINING TRAVEL	1192-4343002	34.65	109.49
STERICYCLE INC	604288	04/24/25	OTHER PROFESSIONAL FEES	1180-4341999	423.33	34.65
						423.33

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SUE FINKAM	604289	04/24/25	TRAVEL & LODGING	1160-4343003	27.75	
SUE FINKAM	604289	04/24/25	POSTAGE	1160-4342100	218.30	
SUE FINKAM	604289	04/24/25	EXTERNAL INSTRUCT FEES	1160-4357004	199.00	
SUE FINKAM	604289	04/24/25	TRAVEL & LODGING	1160-4343003	20.00	
						465.05
JOEL M THACKER	604290	04/24/25	EXTERNAL TRAINING TRAVEL	1120-4343002	809.16	
						809.16
TOSHIBA AMERICA BUSINESS	604291	04/24/25	COPIER LEASE & MAINT	1160-R4353004 108264	271.75	
						271.75
TOSHIBA FINANCIAL SERVICE	604292	04/24/25	COPIER	2200-4353004	463.85	
TOSHIBA FINANCIAL SERVICE	604292*	04/24/25	COPIER	2200-4353004	-463.85	
						.00
TRICO REGIONAL SEWER UTIL	604293	04/24/25	WATER & SEWER	2201-4348500	476.61	
TRICO REGIONAL SEWER UTIL	604293	04/24/25	WATER & SEWER	1120-4348500	106.66	
TRICO REGIONAL SEWER UTIL	604293	04/24/25	WATER & SEWER	1120-4348500	94.06	
						677.33
ULTIMATE CANINE LLC	604294	04/24/25	EXTERNAL INSTRUCT FEES	1110-4357004	240.00	
						240.00
UNITED CONSULTING	604295	04/24/25	OTHER EXPENSES	612-5023990	21,879.82	
						21,879.82
URBAN LAND INSTITUTE	604296	04/24/25	ORGANIZATION & MEMBER DUE	1192-4355300	2,465.00	
						2,465.00
VERIZON	604297	04/24/25	CELLULAR PHONE FEES	2201-4344100	3,609.91	
						3,609.91
VERIZON	604298	04/24/25	CELLULAR PHONE FEES	1207-4344100	174.30	
						174.30
KURT WEDDINGTON	604299	04/24/25	EXTERNAL TRAINING TRAVEL	1120-4343002	400.00	
						400.00
Y M C A	604300	04/24/25	WELLNESS PROGRAM	1201-4341980	245.63	
						245.63
2ND SHIFT LLC	604301	04/24/25	OTHER EXPENSES	651-5023990	410.00	
						410.00
A F C INTERNATIONAL INC	604302	04/24/25	OTHER EXPENSES	651-5023990	454.60	
						454.60
ACE TECHNOLOGIES LLC	604303	04/24/25	OTHER EXPENSES	604-5023990	40,251.00	
						40,251.00
FABULOUSLY FUN COMPANY	604304	04/24/25	MIDTOWN BLOCK PARTY	1203-4359003 116669	4,580.00	
						4,580.00
ADVANCED TURF SOLUTIONS I	604305	04/24/25	OTHER EXPENSES	601-5023990	254.00	
ADVANCED TURF SOLUTIONS I	604305	04/24/25	REPAIR PARTS	1207-4237000	202.26	
						456.26
AMERICAN STRUCTURE POINT,	604306	04/24/25	PROFESSIONAL SERVICES	202-R4340100 110491	3,360.00	
AMERICAN STRUCTURE POINT,	604306	04/24/25	OTHER EXPENSES	652-5023990	12,198.80	
						15,558.80
ANGEL OAK TREE CARE	604307	04/24/25	OTHER CONT SERVICES	1180-4350900	1,120.00	
						1,120.00
APEX ENGINEERING PRODUCTS	604308	04/24/25	OTHER EXPENSES	651-5023990	4,828.25	
						4,828.25
AUTOZONE INC	604309	04/24/25	OTHER EXPENSES	601-5023990	13.42	
AUTOZONE INC	604309	04/24/25	OTHER EXPENSES	601-5023990	106.87	
AUTOZONE INC	604309	04/24/25	OTHER EXPENSES	601-5023990	149.10	
						269.39
BAKER TILLY MUNICIPAL ADV	604310	04/24/25	OTHER EXPENSES	601-5023990	6,841.25	
BAKER TILLY MUNICIPAL ADV	604310	04/24/25	OTHER EXPENSES	651-5023990	7,672.50	
						14,513.75
BASTIN LOGAN WATER SERVIC	604311	04/24/25	OTHER EXPENSES	601-5023990	13,861.00	
BASTIN LOGAN WATER SERVIC	604311	04/24/25	OTHER EXPENSES	601-5023990	17,850.00	
						31,711.00

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BEC ENTERPRISES LLC	604312	04/24/25	OTHER EXPENSES	601-5023990	4,119.52	4,119.52
BEC ENTERPRISES LLC	604313	04/24/25	OTHER EXPENSES	651-5023990	2,900.43	
BEC ENTERPRISES LLC	604313	04/24/25	OTHER EXPENSES	651-5023990	5,455.05	
BEC ENTERPRISES LLC	604313	04/24/25	OTHER EXPENSES	651-5023990	538.56	
ANDRIS BERZINS	604314	04/24/25	SISTER CITY CONSULTANT	1203-R4340401 113094	4,500.00	8,894.04
BREHOB CORPORATION	604315	04/24/25	OTHER EXPENSES	651-5023990	1,075.00	4,500.00
BREHOB CORPORATION	604315	04/24/25	OTHER EXPENSES	601-5023990	860.73	
BRENNTAG MID SOUTH INC	604316	04/24/25	OTHER EXPENSES	651-5023990	2,499.00	1,935.73
BRENNTAG MID SOUTH INC	604316	04/24/25	OTHER EXPENSES	601-5023990	734.80	
BOBCAT OF ANDERSON	604317	04/24/25	OTHER EXPENSES	604-5023990	6,000.00	3,233.80
CARMEL WELDING & SUPP INC	604318	04/24/25	OTHER EXPENSES	601-5023990	125.97	6,000.00
CARMEL WELDING & SUPP INC	604318	04/24/25	OTHER MAINT SUPPLIES	1205-4238900	10.91	
CHARDON LABORATORIES INC	604319	04/24/25	OTHER CONT SERVICES	1208-4350900	2,745.00	136.88
CINTAS CORPORATION #18	604320	04/24/25	BUILDING MATERIAL	1207-4235000	280.22	2,745.00
CINTAS CORPORATION #18	604320	04/24/25	UNIFORMS	1207-4356001	43.77	
CINTAS CORPORATION #18	604320	04/24/25	OTHER EXPENSES	651-5023990	32.95	
CINTAS CORPORATION #18	604320	04/24/25	OTHER EXPENSES	651-5023990	32.95	
CINTAS FIRST AID & SAFETY	604321	04/24/25	OTHER EXPENSES	651-5023990	390.00	389.89
CINTAS UNIFORMS	604322	04/24/25	OTHER EXPENSES	651-5023990	361.89	390.00
CINTAS UNIFORMS	604322	04/24/25	OTHER EXPENSES	651-5023990	328.42	
CIRCLE CITY FIRE LLC	604323	04/24/25	MIDTOWN BLOCK PARTY	1203-4359003 116679	200.00	690.31
CIRCLE CITY FIRE LLC	604323	04/24/25	MIDTOWN BLOCK PARTY	1203-4359003 116679	850.00	
CJ BURNS INC	604324	04/24/25	COINS & AWARDS	1160-R4355104 114250	2,503.43	1,050.00
CLARK DIETZ, INC	604325	04/24/25	ASA2 SERVICES	211-R4350900 110495	4,324.46	2,503.43
CONTINENTAL RESEARCH CORP	604326	04/24/25	OTHER MAINT SUPPLIES	1205-4238900	439.92	4,324.46
CORE & MAIN	604327	04/24/25	OTHER EXPENSES	601-5023990	184.70	439.92
CORE & MAIN	604327	04/24/25	OTHER EXPENSES	601-5023990	225.90	
CREEKSIDE SAFETY LLC	604328	04/24/25	OTHER EXPENSES	651-5023990	1,600.00	410.60
CUMMINS SALES & SERVICE	604329	04/24/25	OTHER EXPENSES	601-5023990	14,890.65	1,600.00
CYNTOX LIMITED LIABILITY	604330	04/24/25	OTHER EXPENSES	651-5023990	593.20	14,890.65
ECKART SUPPLY	604331	04/24/25	OTHER EXPENSES	601-5023990	9.07	593.20
ELITE PRO PAINTING, INC.	604332	04/24/25	OTHER EXPENSES	601-5023990	4,750.00	9.07
ELITE PRO PAINTING, INC.	604332	04/24/25	OTHER EXPENSES	651-5023990	4,750.00	
ENVIRONMENTAL LABORATORIE	604333	04/24/25	OTHER EXPENSES	601-5023990	116.16	9,500.00
ENVIRONMENTAL LABORATORIE	604333	04/24/25	OTHER EXPENSES	601-5023990	158.40	
ENVIRONMENTAL LABORATORIE	604333	04/24/25	OTHER EXPENSES	601-5023990	1,144.00	
ENVIRONMENTAL LABORATORIE	604333	04/24/25	OTHER EXPENSES	601-5023990	280.72	

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ENVIRONMENTAL LABORATORIE	604333	04/24/25	OTHER EXPENSES	601-5023990	38.72	1,738.00
FACO LLC	604334	04/24/25	OTHER EXPENSES	651-5023990	95.27	95.27
POLLARD WATER	604335	04/24/25	OTHER EXPENSES	604-5023990	7,994.90	7,994.90
FILTER SERVICES OF INDIAN	604336	04/24/25	OTHER EXPENSES	651-5023990	418.80	418.80
GRAINGER	604337	04/24/25	OTHER EXPENSES	651-5023990	298.91	
GRAINGER	604337	04/24/25	OTHER EXPENSES	651-5023990	11.93	
GRAINGER	604337	04/24/25	OTHER EXPENSES	651-5023990	46.90	
GRAINGER	604337	04/24/25	OTHER EXPENSES	601-5023990	1,270.00	
GRAINGER	604337	04/24/25	OTHER EXPENSES	651-5023990	130.30	
GRAINGER	604337	04/24/25	OTHER EXPENSES	601-5023990	195.14	
GRAINGER	604337	04/24/25	BUILDING REPAIRS & MAINT	1205-4350100	367.78	
GRAINGER	604337	04/24/25	BUILDING REPAIRS & MAINT	1205-4350100	735.56	
GRAINGER	604337	04/24/25	BUILDING REPAIRS & MAINT	1205-4350100	2,339.64	
GRAINGER	604337	04/24/25	BUILDING REPAIRS & MAINT	1205-4350100	47.60	
GRAINGER	604337	04/24/25	BUILDING REPAIRS & MAINT	1205-4350100	367.78	
GRAINGER	604337	04/24/25	BUILDING REPAIRS & MAINT	1205-4350100	110.51	
HACH COMPANY	604338	04/24/25	OTHER EXPENSES	601-5023990	4,961.95	5,922.05
HACH COMPANY	604338	04/24/25	OTHER EXPENSES	601-5023990	122.00	
HAND	604339	04/24/25	EXTERNAL INSTRUCT FEES	1192-4357004	1,050.00	1,050.00
HAPPY VALLEY SAND & GRAVE	604340	04/24/25	OTHER EXPENSES	601-5023990	8,716.96	
HAPPY VALLEY SAND & GRAVE	604340	04/24/25	OTHER EXPENSES	601-5023990	3,418.78	12,135.74
SERVPRO OF HAMILTON COUNT	604341	04/24/25	OTHER CONT SERVICES	202-4350900	1,877.44	1,877.44
HEART REACH MEDICAL LLC	604342	04/24/25	OTHER EXPENSES	651-5023990	571.00	571.00
HEARTLAND CONTROLS ENTERP	604343	04/24/25	OTHER EXPENSES	651-5023990	444.12	444.12
HP INC.	604344	04/24/25	LAPTOP	2200-R4463201 112949	1,580.00	1,580.00
HYDRA TECH	604345	04/24/25	OTHER EXPENSES	601-5023990	1,611.82	1,611.82
I U P P S	604346	04/24/25	OTHER EXPENSES	601-5023990	3,082.75	3,082.75
INDIANA LANDMARKS	604347	04/24/25	2025 SERVICES	507-4350900 115450	12,500.00	12,500.00
INDIANA OXYGEN CO	604348	04/24/25	OTHER EXPENSES	601-5023990	24.18	24.18
INDIANA RECLAMATION & EXC	604349	04/24/25	OTHER EXPENSES	601-5023990	3,932.00	
INDIANA RECLAMATION & EXC	604349	04/24/25	OTHER EXPENSES	601-5023990	19,945.60	
INDIANA RECLAMATION & EXC	604349	04/24/25	OTHER EXPENSES	601-5023990	3,932.00	
INDIANA RECLAMATION & EXC	604349	04/24/25	OTHER EXPENSES	601-5023990	2,126.50	
INDIANA RECLAMATION & EXC	604349	04/24/25	OTHER EXPENSES	601-5023990	2,050.05	
INDIANA RECLAMATION & EXC	604349	04/24/25	OTHER EXPENSES	601-5023990	2,142.45	
INSIGHT PUBLIC SECTOR, IN	604350	04/24/25	UPGRADED COMPUTERS	1203-R4463100 110627	1,030.20	34,128.60
INSIGHT PUBLIC SECTOR, IN	604350	04/24/25	UPGRADED COMPUTERS	1203-R4463100 110627	55.10	
KEYSTONE COOPERATIVE INC	604351	04/24/25	DIESEL FUEL	1207-4231300	562.89	1,085.30
KEYSTONE COOPERATIVE INC	604351	04/24/25	GASOLINE	1207-4231400	515.25	
						1,078.14

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KIMBALL-MIDWEST	604352	04/24/25	OTHER EXPENSES	601-5023990	200.97	
						200.97
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	38.00	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	181.38	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	616.23	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	484.86	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	6.66	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	185.25	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	349.30	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	601-5023990	280.43	
KIRBY RISK CORPORATION	604353	04/24/25	OTHER EXPENSES	651-5023990	137.26	
						2,279.37
LEWIS EQUIPMENT RENTAL IN	604354	04/24/25	CHERRY BLOSSOM FESTIVAL	1203-4359003	116674	1,295.00
						1,295.00
LIFESTYLE PUBLICATIONS LL	604355	04/24/25	ADS FEB 2025 - JAN 2026	1203-4345002	114264	880.00
						880.00
LIVING WATERS CO.	604356	04/24/25	OTHER EXPENSES	601-5023990	1,901.94	
LIVING WATERS CO.	604356	04/24/25	OTHER EXPENSES	601-5023990	2,061.83	
LIVING WATERS CO.	604356	04/24/25	OTHER EXPENSES	601-5023990	4,991.80	
LIVING WATERS CO.	604356	04/24/25	OTHER EXPENSES	601-5023990	672.91	
LIVING WATERS CO.	604356	04/24/25	OTHER EXPENSES	601-5023990	1,622.51	
LIVING WATERS CO.	604356	04/24/25	OTHER EXPENSES	601-5023990	2,006.03	
						13,257.02
FLYNN METERING SYSTEMS	604357	04/24/25	OTHER EXPENSES	601-5023990	216.18	
						216.18
MENARDS, INC	604358	04/24/25	7611	601-5023990	87.89	
						87.89
MENARDS, INC	604359	04/24/25	7984	601-5023990	19.98	
						19.98
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	500.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
MICRO AIR INC	604360	04/24/25	OTHER EXPENSES	601-5023990	20.00	
						1,280.00
MID STATE TRUCK EQUIP COR	604361	04/24/25	OTHER EXPENSES	651-5023990	64.09	
						64.09
MICHAEL R MILES	604362	04/24/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	500.00	
						500.00
MINT GREEN GROUP USA INC	604363	04/24/25	GOLF SOFTGOODS	1207-4356006	68.20	
						68.20
MOFAB INC.	604364	04/24/25	OTHER EXPENSES	651-5023990	153.28	
						153.28
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,877.82	
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,839.30	
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,820.04	
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,816.64	
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,843.83	
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,895.95	

SUNGARD PENTAMATION, INC.
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,865.36	
MORTON SALT	604365	04/24/25	OTHER EXPENSES	601-5023990	2,835.90	
						22,794.84
NEARMAP US INC.	604366	04/24/25	SOFTWARE MAINT CONTRACTS	1192-4351502	5,333.33	
NEARMAP US INC.	604366	04/24/25	OTHER EXPENSES	601-5023990	2,666.66	
NEARMAP US INC.	604366	04/24/25	OTHER EXPENSES	651-5023990	2,666.67	
						10,666.66
OBERER'S FLOWERS	604367	04/24/25	PROMOTIONAL FUNDS	1160-4355100	77.90	
						77.90
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	651-5023990	38.21	
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	601-5023990	38.21	
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	651-5023990	18.86	
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	601-5023990	18.86	
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	651-5023990	13.70	
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	601-5023990	13.69	
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	651-5023990	9.45	
OFFICE DEPOT INC	604368	04/24/25	OTHER EXPENSES	601-5023990	9.45	
						160.43
ONEZONE	604369	04/24/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	750.00	
						750.00
P R S A	604370	04/24/25	MEDIA CERTIFICATE PROGRAM	1203-R4357004	893.00	
P R S A	604370	04/24/25	EXTERNAL INSTRUCT FEES	1203-4357004	82.00	
						975.00
PIP	604371	04/24/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	133.74	
PIP	604371	04/24/25	STATIONARY & PRNTD MATERL	1203-4230100	77.75	
						211.49
PLYMATE	604372	04/24/25	CLEANING SERVICES	1205-4350600	34.30	
PLYMATE	604372	04/24/25	CLEANING SERVICES	1205-4350600	255.32	
PLYMATE	604372	04/24/25	OTHER EXPENSES	601-5023990	398.54	
PLYMATE	604372	04/24/25	OTHER EXPENSES	601-5023990	299.83	
PLYMATE	604372	04/24/25	OTHER EXPENSES	601-5023990	413.18	
PLYMATE	604372	04/24/25	OTHER EXPENSES	601-5023990	-63.15	
						1,338.02
PYROTECNICO FIREWORKS INC	604373	04/24/25	FIREWORKS DISPLAY	1203-4359003	39,750.00	
				116529		39,750.00
R E I REAL ESTATE SERVICE	604374	04/24/25	OTHER CONT SERVICES	1208-4350900	24,568.04	
						24,568.04
JANI-KING OF INDIANAPOLIS	604375	04/24/25	OTHER EXPENSES	601-5023990	373.50	
JANI-KING OF INDIANAPOLIS	604375	04/24/25	OTHER EXPENSES	651-5023990	373.50	
						747.00
SERVICE PIPE & SUPPLY INC	604376	04/24/25	OTHER EXPENSES	601-5023990	4,409.02	
SERVICE PIPE & SUPPLY INC	604376	04/24/25	OTHER EXPENSES	651-5023990	392.97	
						4,801.99
SHARE CORPORATION	604377	04/24/25	OTHER EXPENSES	601-5023990	3,077.84	
						3,077.84
SHERWIN WILLIAMS INC	604378	04/24/25	OTHER EXPENSES	601-5023990	171.30	
						171.30
ECHO ELECTRIC	604379	04/24/25	OTHER EXPENSES	651-5023990	139.47	
ECHO ELECTRIC	604379	04/24/25	OTHER EXPENSES	651-5023990	19.02	
						158.49
SPROUT SOCIAL INC	604380	04/24/25	SERVICES & ANALYTICS	1203-4463202	29,116.70	
				116585		29,116.70
STAPLES BUSINESS ADVANTAG	604381	04/24/25	OTHER EXPENSES	651-5023990	303.29	
						303.29
SUNBELT RENTALS	604382	04/24/25	OTHER EXPENSES	854-5023990	635.84	
						635.84
SUNBELT RENTALS, INC.	604383	04/24/25	OTHER EXPENSES	651-5023990	139.96	
						139.96

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
SUTTON-GARTEN	604384	04/24/25	OTHER EXPENSES	651-5023990	190.25	
SUTTON-GARTEN	604384	04/24/25	OTHER EXPENSES	651-5023990	143.22	
						333.47
TANDEM MOBILITY LLC	604385	04/24/25	BIKE SHARE PROGRAM	1192-R4350900 111203	23,250.00	23,250.00
TAYLOR OIL CO INC	604386	04/24/25	OTHER EXPENSES	651-5023990	397.44	
TAYLOR OIL CO INC	604386	04/24/25	OTHER EXPENSES	651-5023990	2,661.12	
						3,058.56
THE BLAKLEY CORPORATION	604387	04/24/25	OTHER EXPENSES	651-5023990	6,350.00	
THE BLAKLEY CORPORATION	604387	04/24/25	OTHER EXPENSES	601-5023990	6,350.00	
						12,700.00
THIENEMAN CONSTRUCTION IN	604388	04/24/25	OTHER EXPENSES	659-5023990	73,124.00	73,124.00
TRAVEL INDIANA LLC	604389	04/24/25	DISPALY ADS & PRINTING	1203-4345002 116673	3,410.00	
TRAVEL INDIANA LLC	604389	04/24/25	ADS & PRINTING	1203-R4346500 113212	5,010.00	
TRAVEL INDIANA LLC	604389	04/24/25	ADS & PRINTING	1203-R4346500 113212	2,960.00	
						11,380.00
UTILITY SUPPLY CO INC.	604390	04/24/25	OTHER EXPENSES	604-5023990	24,274.32	
UTILITY SUPPLY CO INC.	604390	04/24/25	OTHER EXPENSES	601-5023990	17,500.00	
						41,774.32
WATER SOLUTIONS UNLIMITED	604391	04/24/25	OTHER EXPENSES	601-5023990	528.00	
WATER SOLUTIONS UNLIMITED	604391	04/24/25	OTHER EXPENSES	601-5023990	241.31	
						769.31
WESSLER ENGINEERING, INC	604392	04/24/25	OTHER EXPENSES	659-5023990	39,476.16	
WESSLER ENGINEERING, INC	604392	04/24/25	OTHER EXPENSES	659-5023990	27,209.50	
WESSLER ENGINEERING, INC	604392	04/24/25	OTHER EXPENSES	659-5023990	19,389.90	
						86,075.56
BENGE'S ACE HARDWARE	604393	04/24/25	OTHER EXPENSES	601-5023990	11.76	
						11.76
WILDMAN BUSINESS GROUP	604394	04/24/25	OTHER EXPENSES	651-5023990	12.99	
						12.99
WILKINSON BROTHERS	604395	04/24/25	DESIGN WEBSITE & MARKET	1203-R4359003 113233	1,000.00	
						1,000.00
WORRELL CORPORATION	604396	04/24/25	OTHER EXPENSES	601-5023990	8,539.02	
WORRELL CORPORATION	604396	04/24/25	OTHER EXPENSES	651-5023990	8,539.02	
						17,078.04
YOUNG & SONS ASPHALT PAVI	604397	04/24/25	OTHER EXPENSES	601-5023990	1,500.00	
YOUNG & SONS ASPHALT PAVI	604397	04/24/25	OTHER EXPENSES	651-5023990	3,948.00	
						5,448.00
CHARTER COMMUNICATIONS	604398	04/28/25	OTHER CONT SERVICES	2201-4350900	432.04	432.04
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	10.31	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	18.56	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	251.95	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	32.42	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	81.09	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	53.85	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	18.35	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	22.49	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	347.40	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	610.87	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	6,641.86	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	348.07	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	152.72	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	25.90	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	18.69	
DUKE ENERGY	604399	04/28/25	ELECTRICITY	2201-4348000	167.48	
						8,802.01

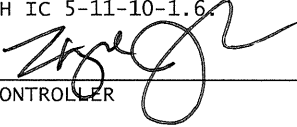
SUNGARD PENTAMATION, INC.
DATE: 04/29/2025
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CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
TOSHIBA FINANCIAL SERVICE	604400	04/28/25	COPIER-TERMINATION	2200-4353004	304.57	304.57
WEX BANK	604401	04/28/25	GASOLINE	1110-4231400	2,164.93	2,164.93
MACALLISTER MACHINERY CO	603963	04/18/25	PNR EQUIP-MONON GREENWAY	103-4462000 60857	23,877.41	23,877.41
WEIHE ENGINEERS INC	603983	04/18/25	FOUNDERS PARK BOARDWALK	103-R4462000 60556	7,942.50	8,625.00
WEIHE ENGINEERS INC	603983	04/18/25	FOUNDERS PARK PLAYGROUND	103-R4462000 57564	682.50	
MATTINGLY CONCRETE	604215	04/23/25	INLOW PARK SIDEWALK	103-4462000 61110	11,987.74	11,987.74
RELIANT ELECTRIC & SOLAR	604219	04/23/25	SECUIRTY LIGHT-116 BRIDGE	103-R4462000 60269	52,300.00	52,300.00
TOTAL HAND WRITTEN CHECKS					-463.85	
TOTAL COMPUTER-WRITTEN CHECKS					4,853,698.33	
TOTAL WRITTEN CHECKS			4,853,234.48			

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



CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 27 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF 4,853,234.48 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: 04/29/2025
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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
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ATTEST:

CITY CLERK

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

VENDOR	PAYMENT DATE	DEPT.	ACCOUNT	MERCHANT NAME	POSTING DATE	TRANSACTION
						AMOUNT
FIFTH THIRD	5/5/2025	1110	4357004	CALIBRE PRESS	03/11/2025	399.00
FIFTH THIRD	5/5/2025	1110	4357004	GLOCK PROFESSIONAL INC	03/11/2025	300.00
FIFTH THIRD	5/5/2025	1110	4357004	GLOCK PROFESSIONAL INC	03/11/2025	300.00
FIFTH THIRD	5/5/2025	1160	4343003	AMERICAN AIRLINES	03/11/2025	258.31
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	1160	4239099	CVS/PHARMACY #08674	03/12/2025	4.00
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	1120	4344000	SPECTRUM	03/12/2025	220.19
FIFTH THIRD	5/5/2025	1115	4344200	SPECTRUM	03/12/2025	252.63
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	161.28
FIFTH THIRD	5/5/2025	1160	4239099	WALGREENS #15334	03/12/2025	4.00
FIFTH THIRD	5/5/2025	1160	4343003	MARRIOTT	03/12/2025	2,023.35
FIFTH THIRD	5/5/2025	1160	4343003	UBER TRIP	03/12/2025	35.60
FIFTH THIRD	5/5/2025	1160	4343003	WIFIONBOARD	03/12/2025	13.00
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	852	5023990	BLUE CHIP HOTEL & CASI	03/12/2025	306.69
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/13/2025	10.11
FIFTH THIRD	5/5/2025	1160	4343003	HILTON	03/13/2025	35.00
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/13/2025	10.11
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/13/2025	10.11
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/13/2025	10.44
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/13/2025	10.11
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/13/2025	10.44
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/13/2025	10.11
FIFTH THIRD	5/5/2025	1115	4355600	SQSP INV173407846	03/13/2025	12.00
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/14/2025	11.84
FIFTH THIRD	5/5/2025	852	5023990	HOBBY-LOBBY #0182	03/14/2025	15.19
FIFTH THIRD	5/5/2025	1110	4358200	SERVEPORT.COM	03/14/2025	75.00
FIFTH THIRD	5/5/2025	1203	4343003	UBER/FRD ADJ	03/14/2025	(107.25)
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/14/2025	10.44
FIFTH THIRD	5/5/2025	1160	4343003	AMERICAN AIRLINES	03/14/2025	610.56
FIFTH THIRD	5/5/2025	1160	4355200	REV.COM	03/17/2025	29.99
FIFTH THIRD	5/5/2025	1801	4355200	NYTIMES	03/17/2025	20.00
FIFTH THIRD	5/5/2025	1115	4355600	EIG CONSTANTCONTACT.C	03/17/2025	45.00
FIFTH THIRD	5/5/2025	1110	4345002	IN RED STITCH CREATIV	03/17/2025	275.00
FIFTH THIRD	5/5/2025	1110	4345002	IN RED STITCH CREATIV	03/17/2025	287.50
FIFTH THIRD	5/5/2025	852	5023990	NATIONAL ASSOCIATION O	03/18/2025	(500.00)

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

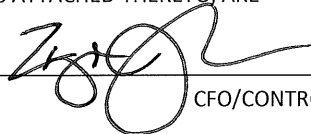
FIFTH THIRD	5/5/2025	852	5023990	NATIONAL ASSOCIATION O	03/18/2025	(50.00)
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/18/2025	5.00
FIFTH THIRD	5/5/2025	1110	4353099	PY STORAGE MART 0373	03/18/2025	668.00
FIFTH THIRD	5/5/2025	1801	4355200	IBJ ONLINE	03/18/2025	16.00
FIFTH THIRD	5/5/2025	1192	4463202	LUCID SOFTWARE INC.	03/18/2025	95.40
FIFTH THIRD	5/5/2025	852	5023990	JIMMY JOHNS - 587	03/18/2025	85.75
FIFTH THIRD	5/5/2025	1203	4359003	STICKER MULE	03/19/2025	274.00
FIFTH THIRD	5/5/2025	1160	4239040	SPO ALEEMPORIUM-CASTLE	03/19/2025	132.06
FIFTH THIRD	5/5/2025	1160	4343003	IPARK	03/19/2025	18.00
FIFTH THIRD	5/5/2025	1160	4355200	NYTIMES	03/19/2025	25.00
FIFTH THIRD	5/5/2025	1205	4239099	CHICK-FIL-A #04673	03/19/2025	14.16
FIFTH THIRD	5/5/2025	1160	4355200	D J WSJ	03/19/2025	38.99
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/20/2025	10.11
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/20/2025	10.11
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/20/2025	10.11
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/20/2025	11.84
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/20/2025	19.18
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/20/2025	10.44
FIFTH THIRD	5/5/2025	1160	4357004	MANAGER TOOLS, LLC	03/20/2025	28.99
FIFTH THIRD	5/5/2025	1115	4355200	GOOGLE YOUTUBE PREMIUM	03/21/2025	13.99
FIFTH THIRD	5/5/2025	1201	4239099	CRAIGS LOCKSMITH SERVICE	03/21/2025	135.00
FIFTH THIRD	5/5/2025	1801	4230200	KROGER #959	03/24/2025	5.99
FIFTH THIRD	5/5/2025	1110	4358200	ARLO TECHNOLOGIES INC	03/24/2025	29.99
FIFTH THIRD	5/5/2025	1110	4343002	FAIRFIELD INN	03/24/2025	616.00
FIFTH THIRD	5/5/2025	2200	4355300	ENVIRO CERT INTERNATION	03/24/2025	382.96
FIFTH THIRD	5/5/2025	1115	4343002	PLACEMAKR INC.	03/24/2025	764.05
FIFTH THIRD	5/5/2025	1160	4355200	SURVEY MONK T 46642130	03/24/2025	99.00
FIFTH THIRD	5/5/2025	1115	4343002	PLACEMAKR INC.	03/24/2025	764.05
FIFTH THIRD	5/5/2025	1203	4463202	JASPER.AI	03/24/2025	468.00
FIFTH THIRD	5/5/2025	1120	4357004	IN U CONTD EDUCATION	03/25/2025	40.00
FIFTH THIRD	5/5/2025	1203	4359000	KROGER #959	03/25/2025	11.98
FIFTH THIRD	5/5/2025	1801	4345500	GANNETT MEDIA CO	03/26/2025	19.99
FIFTH THIRD	5/5/2025	854	5023990	TST BUFFALOUIES - CARM	03/26/2025	730.49
FIFTH THIRD	5/5/2025	1110	4357004	IACP	03/26/2025	100.00
FIFTH THIRD	5/5/2025	1203	4463202	DNH GODADDY#366963505	03/26/2025	38.17
FIFTH THIRD	5/5/2025	1120	4343002	MARRIOTT	03/27/2025	877.05
FIFTH THIRD	5/5/2025	1110	4357004	SQ INDIANA ASSOCIATIO	03/27/2025	200.00
FIFTH THIRD	5/5/2025	2200	4463201	BEST BUY 00004903	03/27/2025	50.27
FIFTH THIRD	5/5/2025	1115	4355600	CLOUDFLARE	03/27/2025	240.00
FIFTH THIRD	5/5/2025	851	5023990	CATER ME CAFE INC	03/27/2025	582.50
FIFTH THIRD	5/5/2025	1110	4239099	HOBBY-LOBBY #0182	03/27/2025	16.99
FIFTH THIRD	5/5/2025	1115	4355600	HP HP.COM STORE	03/28/2025	267.49
FIFTH THIRD	5/5/2025	1110	4343002	HOLIDAY INNS	03/28/2025	833.68
FIFTH THIRD	5/5/2025	1110	4357004	GLOCK PROFESSIONAL INC	03/28/2025	300.00
FIFTH THIRD	5/5/2025	1110	4344100	RECONYX	03/28/2025	10.00
FIFTH THIRD	5/5/2025	854	5023990	TST JUST LOVE COFFEE	04/01/2025	48.00
FIFTH THIRD	5/5/2025	1110	4357004	STREET CRIMES	04/01/2025	495.00
FIFTH THIRD	5/5/2025	1203	4359003	PRO SUB FEE	04/01/2025	100.00
FIFTH THIRD	5/5/2025	2201	4343002	PURDUE CONF CVENT	04/02/2025	125.00
FIFTH THIRD	5/5/2025	1205	4351000	STATE OF INDIANA-IN.GO	04/02/2025	131.32
FIFTH THIRD	5/5/2025	1205	4350600	CREW CARWASH - CARMEL	04/02/2025	12.00
FIFTH THIRD	5/5/2025	1203	4350900	CULLIGAN ULTRA PURE	04/03/2025	4.99

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

FIFTH THIRD	5/5/2025	1203	4359003	CARMEL DRIVE STORAGE	04/03/2025	264.00
FIFTH THIRD	5/5/2025	1110	4343002	DOUBLETREE	04/03/2025	250.40
FIFTH THIRD	5/5/2025	1203	4359003	CARMEL DRIVE STORAGE	04/03/2025	262.00
FIFTH THIRD	5/5/2025	2201	4343002	ISA	04/03/2025	105.83
FIFTH THIRD	5/5/2025	1205	4350600	CREW CARWASH - WEBCON	04/03/2025	360.00
FIFTH THIRD	5/5/2025	1203	4359003	CARMEL DRIVE STORAGE	04/03/2025	251.00
FIFTH THIRD	5/5/2025	1110	4353099	PY SIGNATURE SELF ST	04/04/2025	314.00
FIFTH THIRD	5/5/2025	1120	4357004	CLARION EVENTS INC	04/07/2025	275.00
FIFTH THIRD	5/5/2025	1120	4357004	CLARION EVENTS INC	04/07/2025	275.00
FIFTH THIRD	5/5/2025	1203	4359003	CARMEL DRIVE STORAGE	04/07/2025	265.00
FIFTH THIRD	5/5/2025	1801	4345500	SMARTSIGN	04/07/2025	122.96
FIFTH THIRD	5/5/2025	2201	4343002	JIMMY JOHNS - 1203 - E	04/08/2025	506.85
FIFTH THIRD	5/5/2025	1203	4342100	SCHOCK LOGISTICS INC	04/08/2025	478.00
FIFTH THIRD	5/5/2025	1203	4353004	SCHOCK LOGISTICS INC	04/08/2025	318.00
FIFTH THIRD	5/5/2025	1110	4343002	HYATT PLACE	04/08/2025	560.55
FIFTH THIRD	5/5/2025	1120	4357004	IN U CONTD EDUCATION	04/08/2025	40.00
FIFTH THIRD	5/5/2025	2201	4343002	SP BULLETPPOINT MOUNT	04/08/2025	437.69
FIFTH THIRD	5/5/2025	1110	4343002	EMBASSY SUITES	04/09/2025	127.65
FIFTH THIRD	5/5/2025	1115	4342100	UPS BILLING CENTER	04/09/2025	51.03
FIFTH THIRD	5/5/2025	1160	4342100	USPS.COM CLICKNSHIP	04/09/2025	47.75
FIFTH THIRD	5/5/2025	1110	4343002	EMBASSY SUITES	04/09/2025	127.65
FIFTH THIRD	5/5/2025	1110	4343002	EMBASSY SUITES	04/09/2025	595.44
FIFTH THIRD	5/5/2025	1115	4355600	MICROSOFT-G086582325	04/09/2025	26.78
FIFTH THIRD	5/5/2025	1110	4343002	EMBASSY SUITES	04/09/2025	(127.65)
FIFTH THIRD	5/5/2025	1120	4357004	CLARION EVENTS INC	04/10/2025	275.00
FIFTH THIRD	5/5/2025	2200	4342100	USPS PO 1712760814	04/10/2025	146.00
FIFTH THIRD	5/5/2025	1160	4357004	USMAYORS	04/10/2025	1,500.00

\$ 26,706.53

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



CFO/CONTROLLER

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 2 PAGES, AND
EXECPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF
\$ 26,706.53 DATED THIS _____ DAY OF _____, _____ PASSED BY THE COMMON COUNCIL OF THE CITY
OF CARMEL, INDIANA BY A VOTE OF _____ AYES AND _____ NAYS.

ATTEST:

CITY CLERK

COUNCIL PRESIDENT

Total Gross PENSION PAYROLL for checks dated 05/01/2025

\$126,308.06

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 \$126,308.06 is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2025

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
 - Ardalan Plaza

FINANCIAL SNAPSHOT

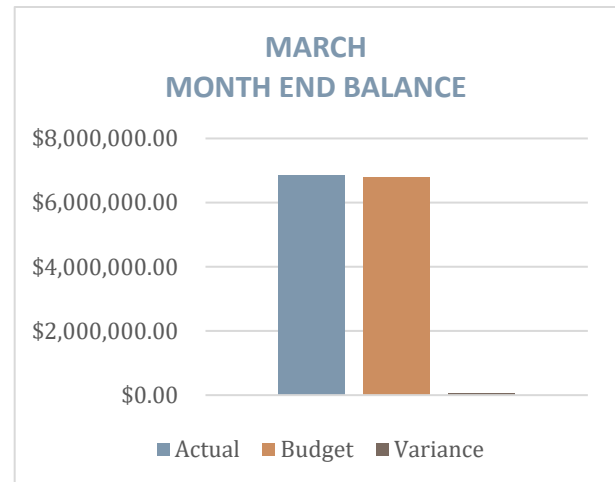
March Beginning Balance	\$	6,595,336
March Revenues	\$	406,262
March Transfers	\$	-
March Expenditures	\$	151,887
March ending Balance Without Reserve Funds	\$	6,849,712
Supplemental Reserve Fund	\$	5,625,620
City Center Bond Reserve	\$	483,926
Midtown Bond Reserve	\$	1,031,923
Midtown West Bond Reserve	\$	817,331
Urban Parks Fund	\$	3,827,615
March Balance With Reserve Funds	\$	18,636,127

FINANCIAL STATEMENT

Financial Statement

MARCH MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 6,849,712
Ending Balance with Restricted Funds	\$ 18,636,127



SUMMARY OF CASH

For the Month Ending March 2025

DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
Cash Balance 3/1/25			
1101 Cash	\$ 5,840,780.08	\$ 5,840,780.08	\$ -
1110 TIF	\$ 754,556.34	\$ 754,556.34	\$ -
Total Cash	\$ 6,595,336.42	\$ 6,595,336.42	\$ -
Receipts			
1101 Cash	\$ 406,262.40	\$ 406,262.38	\$ 0.02
1110 TIF	\$ -	\$ -	\$ -
Developer Payments	\$ -	\$ -	\$ -
Transfers to Reserves (TIF)	\$ -	\$ -	\$ -
Transfers to Reserves (non-TIF)	\$ -	\$ -	\$ -
Transfer to SRF	\$ -	\$ -	\$ -
Total Receipts	\$ 406,262.40	\$ 406,262.38	\$ 0.02
Disbursements			
1101 Cash	\$ 151,886.82	\$ 216,178.64	\$ 64,291.82
1110 TIF	\$ -	\$ -	\$ -
Total Disbursements	\$ 151,886.82	\$ 216,178.64	\$ 64,291.82
1101 Cash	\$ 6,095,155.66	\$ 6,030,863.82	\$ 64,291.84
1110 TIF	\$ 754,556.34	\$ 754,556.34	\$ -
Cash Balance 3/31/25	\$ 6,849,712.00	\$ 6,785,420.16	\$ 64,291.84
Total Usable Funds	\$ 6,849,712.00	\$ 6,785,420.16	\$ 64,291.84

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end March 2025

RESTRICTED FUNDS

Supplemental Reserve Fund	\$	5,625,620
City Center Bond Reserve	\$	483,926
Midtown Bond Reserve	\$	1,031,923
Midtown West Bond Reserve	\$	817,331
Urban Parks Fund	\$	3,827,615
Sub-total:	\$	<u>11,786,415</u>

UNRESTRICTED FUNDS

TIF	\$	754,556
Non TIF	\$	6,095,156
Sub-total:	\$	<u>6,849,712</u>
Total Funds	\$	<u>18,636,127</u>

OUTSTANDING RECEIVABLES

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

STATEMENT OF CHANGES IN EQUITY

MONTH END: MARCH 2025

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	\$ -	
Total Receipts (Non-TIF)	\$ 406,262	
Expenditures (TIF)		\$ -
Expenditures (Non-TIF)		\$ 151,887

FINANCIAL UPDATE

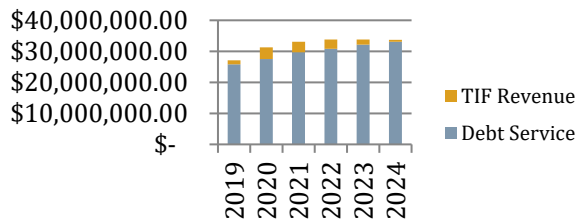
Financial Update

TIF REVENUE AND DEBT

Estimated 2025 TIF revenue and PIATT payments available for CRC use is \$33,488,916.

DEBT PAYMENTS

Month	Payment
June 2025	\$16,870,646
December 2025	\$16,868,385



PROJECT UPDATES

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

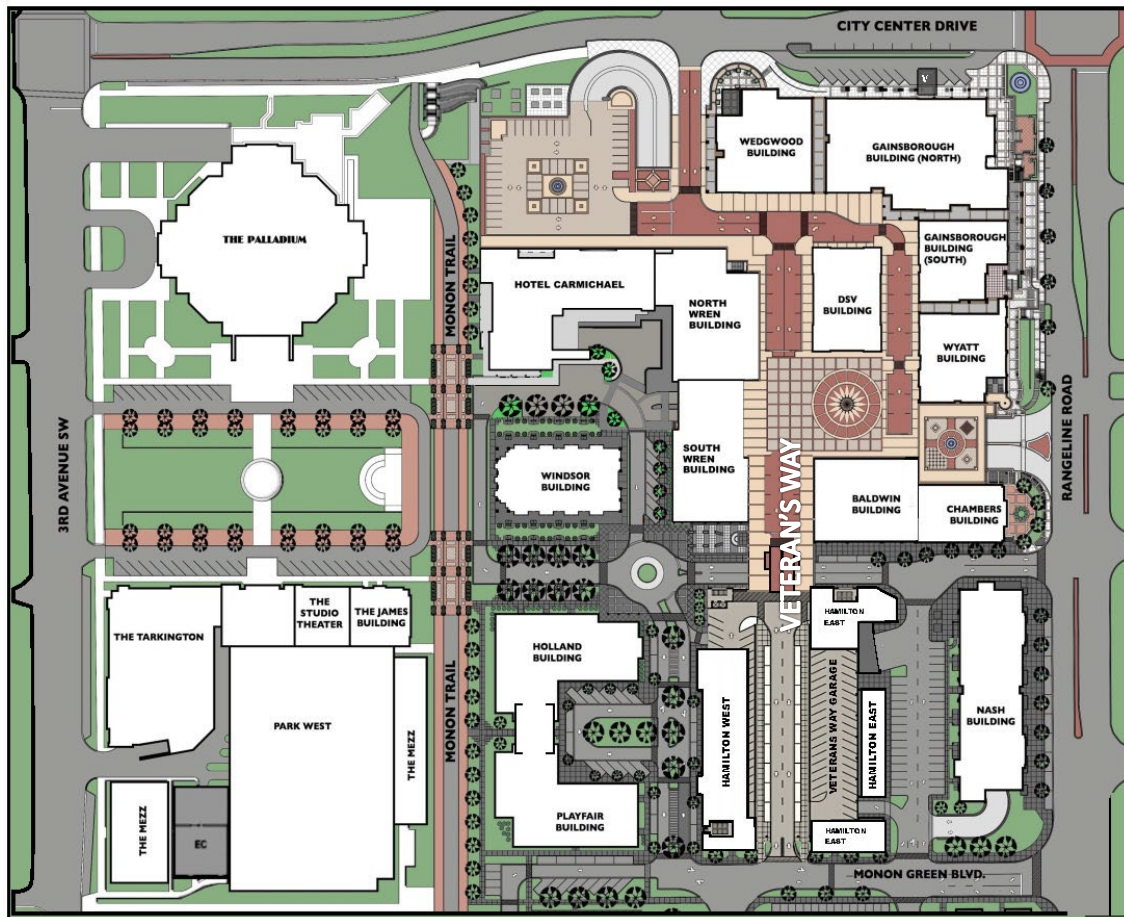


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

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

Kent	<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> 
Hamilton (Park East commercial/residential buildings)	<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>
Playfair and Holland	<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>	
Windsor	<p>A four-story building, of approximately 64,000 square feet.</p>	<p>Start: Summer 2022</p> <p>Complete: May/June 2024</p>	<p>April 2025</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
-------------	--------------	-----

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
-------------	--------------	-----

- 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

Rendering



FIRST ON MAIN

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

2)Economic Development Area: Lot One

3)Project Summary:

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

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

5)Anticipated Project Schedule

Construction Start	Fall 2021
Construction End	Estimated November 2023

6)Construction Milestones: Construction is underway.

7)CRC Commitments

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

8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES



Rendering



April 2025

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

Rendering



April 2025



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

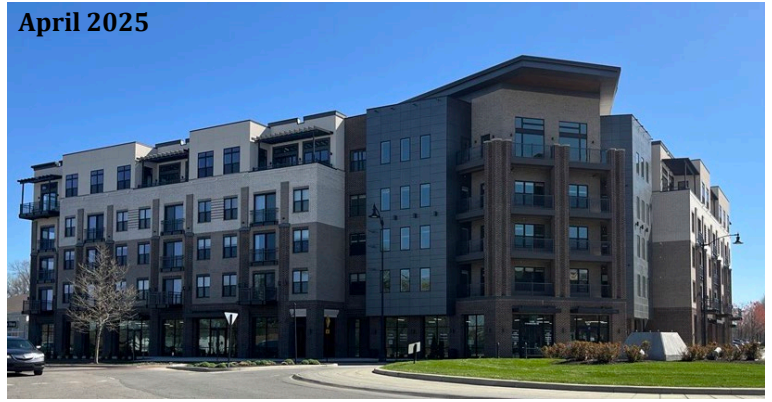
- 6)Construction Milestones: Construction is underway. Training Center is open.
- 7)CRC Commitments
Future commercial taxes from the project (TIF) are being used to fund infrastructure improvements that may include the garage, utility relocations, and roadway improvements.
- 8)Council and/or CRC Action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

PROJECT UPDATES

Rendering



April 2025



PROSCENIUM II

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

Design Start	2021
Construction Start	2022
Construction Complete	Estimated August 2024

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

ACTION ITEM	CITY COUNCIL	CRC
-------------	--------------	-----

- 7) CRC Commitments
No commitments by the CRC have been made.

PROJECT UPDATES

Rendering



April 2025



AT&T SITE

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

4) Anticipated Project Schedule

Design Start	2022
Construction Start	2024
Construction Complete	December 2025

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

ACTION ITEM	CITY COUNCIL	CRC
-------------	--------------	-----

7) CRC Commitments

No commitments by the CRC have been made.

PROJECT UPDATES

Rendering



April 2025



ARDALAN PLAZA

- 1) Developer Partner(s): The Ardalan Family
- 2) Economic Development Area: Main and 4th Avenue
 - a. Project Summary: Mixed-use development
 - i. 5 for-sale condos
 - ii. Approx. 8,000 SF of retail/art gallery space
 - iii. Approx. Total project budget: \$20,000,000
- 3) Anticipated Project Schedule

Design Start	2024
Construction Start	April 2025
Construction Complete	Estimated 18-month completion

- 4) Construction Milestones: Construction is underway.
 - a. Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
-------------	--------------	-----

- 5) CRC Commitments

No commitments by the CRC have been made.

Respectfully submitted,

Henry Mestetsky
 Executive Director
 Carmel Redevelopment Commission/Department
 April 25, 2025

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

ORDINANCE NO. D-2762-25**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 8, ARTICLE 5, SECTIONS 8-37, 8-47, AND 8-48
OF THE CARMEL CITY CODE.**

Synopsis: Ordinance establishing 15-minute parking space(s) at the beginning of each block along Main Street from Knoll Ct to 1st Ave SE, regulating parking on Range Line from Main Street to 1st Street, and removing inconsistencies and duplications of code.

WHEREAS, the City, pursuant to Indiana Code § 9-21-1-3, within the reasonable exercise of its police power, may by ordinance regulate vehicular parking;

WHEREAS, the City has previously regulated vehicular parking within its corporate limits, such regulation being codified, in part, under Carmel City Code §§ 8-37, 8-47, and 8-48; and

WHEREAS, the Common Council of the City now finds that it is in the interests of public safety and welfare to amend the regulation of parking of motor vehicles on City streets.

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 Section 8-37(a) are hereby amended and added, and shall read as follows:

“§ 8-37 Fifteen-Minute Loading Zones.

(a) Fifteen-minute loading/unloading zones are established at the following locations:

...
(2) The first parking space on the south side of Main Street east of Veterans Way;

(3) Reserved for future use.

...
(5) Reserved for future use.

...
(13) The first two spaces on the north side of Main Street west of 1st Avenue NW.

...
(16) Reserved for future use.”

[the remainder of this page is left intentionally blank]

Section 3. The following subsection of Carmel City Code Section 8-47 is hereby added and shall read as follows:

“§ 8-47 No Parking Areas.

(a) No person shall park a vehicle at any time in the following locations:

...
(77) On either side of Range Line Road from Main Street to the East-West alley between Main Street and 1st Street NW.”

Section 4. The following subsections of Carmel City Code Section 8-48 are hereby amended and shall read as follows:

“§ 8-48 Limited Parking Areas.

(c) Three-hour parking zones between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday only, are established on the following City streets:

(1) The second space on the south side of Main Street west of 1st Ave SE.

...
(4) The first nine parking spaces on the north side of Main Street east of 3rd Ave NW.

(5) The first six parking spaces on the south side of Main Street west of the Monon Trail.

(6) The first seven parking spaces on the north side of Main Street east of the Monon Trail.

(7) The first six parking spaces on the south side of Main Street west of Veterans Way.

(8) The first four parking spaces on the south side of Main Street west of Range Line Road.

...
(44) Reserved for future use.

(45) Reserved for future use.

(46) Reserved for future use.

(47) Reserved for future use.

(48) The first 6 spaces on the north side of Main Street east of 1st Avenue NW.

(49) Reserved for future use.

(50) Reserved for future use.

...
(f) No vehicle shall be parked:

...
(3) On either side of Range Line Road from the East-West alley between Main Street and 1st Street NW to Smoky Row for more than two hours between 6:00 a.m. EST and 5:00 p.m. EST, Monday through Saturday only, excepting for any vehicle which properly displays a valid Merchant Sticker issued pursuant to subsection (f)(3);

...
(o) A two-hour parking zone between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday only, is established on the north side of Main Street from a point 221 feet east of the intersection of Main Street and Range Line Road to a point 1060 feet east of the intersection of Main Street and Range Line Road.”

Section 5. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any other ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the effective date of this Ordinance. Those rights, liabilities and proceedings are continued and penalties shall be imposed and enforced under such repealed or amended ordinance as if this Ordinance had not been adopted.

Section 6. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

Section 7. The remaining portions of Carmel City Code Sections 8-37, 8-47, and 8-48 are not affected by this Ordinance upon its passage.

Section 8. This Ordinance shall be in full force and effect from and after the date of its passage and signing by the Mayor and such publication as required by law.

[the remainder of this page is left intentionally blank]

PASSED by the Common Council of the City of Carmel, Indiana, this _____ day of _____, 2025, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

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 _____ 2025, at _____ .M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2025, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

RESOLUTION CC 02-03-25-07

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
RECOMMENDING CONSIDERATION OF AN AMENDMENT TO THE UNIFIED
DEVELOPMENT ORDINANCE FOR THE CITY AND REFERRING THE SAME TO
THE CARMEL PLAN COMMISSION FOR RECOMMENDATION**

Synopsis: *This Resolution refers a proposal to amend Articles 5.72, 9.08, and 11.02 of the Carmel Unified Development Ordinance to the Carmel Advisory Plan Commission for public hearing and recommendation to the Common Council.*

WHEREAS, the Common Council of the City of Carmel, Indiana (the “City”) has adopted the *City of Carmel Unified Development Ordinance* (the “UDO”) pursuant to Ind. Code §36-7-4-600 *et seq*; and

WHEREAS, the Common Council desires to amend the UDO in accordance with Ind. Code §36-7-4-602(b) in order to regulate Group Homes consistent with federal and state laws that protect handicapped and disabled persons; and

WHEREAS, Ind. Code §36-7-4-607(b) requires any proposal to amend or partially repeal the text of the UDO be referred to the City’s Advisory Plan Commission (the “Commission”) for consideration and recommendation before any final action is taken by the Common Council; and

WHEREAS, upon receiving a proposal for the amendment or repeal of the text of the UDO, the Commission shall, within sixty (60) days, hold a public hearing in accordance with Ind. Code §36-7-4-607(b) and make a recommendation on the proposal not later than sixty (60) days after the Commission holds the public hearing; and

WHEREAS, as required by Ind. Code §36-7-4-607(c) the Commission is required to certify to the Common Council the Commission’s recommendation before final action is taken by the Common Council.

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

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

Section 2. Recommendation and Referral. The Common Council proposes for consideration the amendment to the UDO attached hereto as Exhibit A and refers the same to the Commission for consideration, a public hearing and recommendation before any final action is taken by the Common Council. A form of Notice of Public Hearing is attached hereto as Exhibit B for the Commission’s convenience.

Section 3. Action by the Common Council. Upon receipt of the recommendation of the Commission, the Common Council shall review and consider adoption of the Amendment.

Section 4. Effectiveness. This Resolution shall take effect immediately upon its passage by the Council and approval of the Mayor and upon such approval shall be transmitted by the Clerk to the Commission.

54
55 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this _____
56 day of _____, 2025 by a vote of _____ ayes and _____ nays.
57

58
59 **COMMON COUNCIL FOR THE CITY OF CARMEL**

60
61 _____
62 Adam Aasen, President

Matthew Snyder, Vice-President

63
64 _____
65 Jeff Worrell

Teresa Ayers

66
67 _____
68 Shannon Minnaar

Ryan Locke

69
70 _____
71 Anthony Green

Rich Taylor

72
73 _____
74 Dr. Anita Joshi

75
76 ATTEST:

77
78 _____
79 Jacob Quinn, Clerk

80
81 Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of
82 _____, 2025, at _____ .M.

83
84 _____
85 Jacob Quinn, Clerk

86
87 Approved by me, Mayor of the City of Carmel, Indiana this _____ day of
88 _____, 2025, at _____ .M.

89
90 _____
91 Sue Finkam, Mayor

92
93 ATTEST:

94
95 _____
96 Jacob Quinn, Clerk

97
98 Prepared by: Ted W. Nolting
99 Kroger Gardis & Regas, LLP
100 111 Monument Circle Ste. 900
101 Indianapolis, IN 46204
102
103
104

105 EXHIBIT "A"

106
107 Form of Amending Ordinance

108
109 ORDINANCE Z-____ - __

110 AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
111 INDIANA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE

112 *Synopsis: This Ordinance amends Article 5.72 of the Unified Development Ordinance (the*
113 *"UDO") to require that the applicant obtain a license from either the Indiana Division of Mental*
114 *Health and Addiction or the Indiana Division of Disability and Rehabilitative Services.*
115 *Additionally, it amends Article 9.08 of the UDO to grant the Board of Zoning Appeals the*
116 *exclusive authority to approve or deny special use exceptions for Group Homes rather than a*
117 *Hearing Officer. Article 9.08 is also amended to limit the number of unrelated residents of a*
118 *Group Home to not more than eight (8) persons. Finally, it amends Article 11.02, specifically the*
119 *definition of "Group Homes," to require that they must be licensed Indiana Department of*
120 *Mental Health and Addiction or the Indiana Division of Disability and Rehabilitative Services,*
121 *and amends the definition of "Dwelling, Two Family" to expressly exclude Group Homes.*

122 **WHEREAS**, pursuant to Ind. Code §36-7-4-607 the Common Council of the City of
123 Carmel (the "Common Council") is authorized to amend the text of the Unified Development
124 Ordinance; and

125 **WHEREAS**, Article 5.72 of the Carmel Unified Development Ordinance provides Use-
126 Specific Standards for Group Homes; and

127 **WHEREAS**, the Common Council desires to amend the text of Article 5.72 of the Carmel
128 Unified Development Ordinance to require Group Homes housing persons with developmental
129 disabilities and Group Homes housing persons with psychiatric disorders or addictions to obtain
130 and maintain licenses with Indiana Division of Disability and Rehabilitative Services or the
131 Indiana Division of Mental Health and Addiction, respectively; and

132 **WHEREAS**, the Common Council also desires to amend the text of Article 5.72 of the
133 Carmel Unified Development Ordinance to restrict the number of Group Homes permitted within
134 a specific geographic area; and

135 **WHEREAS**, the Common Council desires to amend the text of Article 9.08 of the Carmel
136 Unified Development Ordinance so that Special Exceptions for Group Homes are approved
137 exclusively by the Board of Zoning Appeals, with the opinion of the Director of Community
138 Services functioning solely as a staff recommendation; and

139 **WHEREAS**, the Common Council desires to limit the number of unrelated residents of a
140 Group Home to not more than eight (8) persons; and

141 **WHEREAS**, the Common Council desires to amend the text of Article 11.02 of the Carmel
142 Unified Development Ordinance to provide that Group Homes housing persons with
143 Developmental Disabilities must be licensed by the Indiana Division of Disability and

Rehabilitative Services and that Group Homes housing persons with psychiatric disorders or addictions are licensed by the Indiana Division of Mental Health and Addiction; and

WHEREAS, pursuant to Common Council Resolution No. _____, the City's Advisory Plan Commission (the "Commission") received the Common Council's proposal to consider and provide a recommendation to the Common Council regarding the proposed amendment to the Special Exception procedures; and

WHEREAS, pursuant to Ind. Code §36-7-4-604, the Commission held a public hearing regarding Docket No. ____ - ____ - ____ on [INSERT DATE], after providing public notice thereof as required by law; and

WHEREAS, upon completion of the public hearing the Commission voted to make the following recommendation as evidenced by the certification attached hereto as Exhibit A; and

WHEREAS, the Common Council now desires to adopt the Amendment in the form included in this Ordinance.

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

Section I. **Recitals Incorporated.** The foregoing recitals are incorporated herein by this reference.

Section II. *Amend Article 5.72 US-26: Group Home Use-Specific Standards as follows:*

- A. Purpose: It is the purpose of this Section to benefit the general public by minimizing adverse impacts on established residential neighborhoods in the City and the owners and residents of properties in these neighborhoods which may result from the conversion of residential properties to business or institutional uses. However, it is also the purpose of this Section to provide that the City may not refuse to make a reasonable accommodation for a Group Home whenever such an accommodation would not impose undue financial or administrative burdens on the City or require a fundamental alteration in the Comprehensive Plan.
- B. Special Exception Eligibility: A Dwelling located in a residential district may be used as a Group Home only if the owner or occupant applies for and is granted a Special Exception, pursuant to *Section 9.08: Special Exception (Group Homes and Short-Term Residential Rentals)* hereof.
- C. Required Information for Application: Both the initial application and any renewal application for a Special Exception or Improvement Location Permit for a Group Home shall contain primary and secondary emergency contact information, including mailing address, phone number or email address. Upon approval of a Special Exception, emergency contact information shall be shared with the Carmel Police Department. **Group Homes housing persons with developmental disabilities shall obtain, comply with, and maintain a license or certification from the Indiana Division of Disability and Rehabilitative Services which shall be included in its initial application. Group Homes housing those living with psychiatric disorders or addictions shall obtain, comply with, and maintain a license or**

185 certification from the Indiana Division of Mental Health and Addiction, which shall be
186 included in its initial application.
187

188 D. Limitations:

- 189 a. No Group Home in an S1, S2, R1, R2, R3, R4, R5 or UR district shall provide
190 housing for more than eight (8) unrelated persons.
191 b. The term of a Special Exception permit granted to a Group Home shall be for five
192 (5), ten (10), or fifteen (15) years, at the discretion of the Board of Zoning Appeals.
193 The grant of a Special Exception permit provides an exception only to the other
194 requirements of the Unified Development Ordinance. It does not confer a right to
195 lease, sublease, or otherwise use a Dwelling as a Group Home where such use is
196 not otherwise allowed by law, a homeowners association agreement or
197 requirements, any applicable covenant, condition, and restriction, a rental
198 agreement, or any other restriction, requirement, or enforceable agreement.
199 c. Nothing in this Section shall relieve any person of the obligations imposed by any
200 and all applicable provisions of Federal and State laws and the Carmel City Code,
201 including but not limited to those obligations imposed by Indiana tax laws and
202 rules. Further, nothing in this Section shall be construed to limit any remedies
203 available under any and all applicable provisions of Federal or State law and the
204 Carmel City Code.
205

206 E. Reasonable Accommodation: After formal acceptance of an application for a Special
207 Exception for a Group Home, and upon request from the Applicant, the Director of
208 Community Services shall review the application for the purpose of determining whether
209 it would be a reasonable accommodation for the City to grant the Special Exception in
210 order to provide the residents who would be provided services at the Group Home with
211 access to housing that is equal to that of residents who are not in need of such services. In
212 addition to the items listed in *Section 9.08(C): Basis of Review* hereof, the Director of
213 Community Services shall consider the following:

- 214 1. Proximity of other Group Homes to the proposed site;
215 2. The number of unrelated persons who will be living in the Group Home, and
216 whether any professional support staff will also be residing there;
217 3. In addition to any residents' cars, if more than two (2) staff cars will be parked at
218 the Group Home, and whether they will be marked;
219 4. If the Dwelling, existing, modified or new, is similar in design, materials and
220 landscaping as other adjacent and nearby Dwellings;
221 5. Any other exterior indication that the Dwelling will be inhabited by Group Home
222 residents;
223 6. Any undue financial or administrative burdens that would be imposed on the City;
224 and
225 7. If a fundamental alteration in the Comprehensive Plan would be required.

226 Based upon this review, the Director of Community Services may support or oppose
227 the granting of the Special Exception.
228

Section III. *Amend Article 9.08(A) General Information as follows:*

A. General Information: Except for Short-Term Residential and Short-Term Non-Dwelling Rental renewal applications, Special Exception approval by ~~a Hearing Officer of the Board of Zoning Appeals~~ shall be necessary prior to the establishment of a Special Exception, cited by the district regulations herein, or the issuance of an Improvement Location Permit for said Special Exception. A Special Exception shall be considered as an exception to the uses allowed under the Unified Development Ordinance, and thus the original application for a Special Exception shall not generally be entitled to favorable consideration, except as follows:

1. A proposed Group Home ~~that complies with the requirements of Article 5.72 where not more than eight (8) unrelated persons will be residents shall generally be entitled to favorable consideration;~~
2. A proposed Group Home ~~that complies with the requirements of Article 5.72 where more than eight (8) unrelated persons will be residents not less than nine (9) nor more than twelve (12) eight (8) or more unrelated persons will be residents shall generally be entitled to favorable consideration, so long as the application is not opposed by the Director of Community Services;~~
3. ~~A proposed Group Home where thirteen (13) or more unrelated persons will be residents shall be entitled to favorable consideration only if the application is supported by the Director of Community Services.~~

Any application for the renewal of a Special Exception ~~that complies with the requirements of Article 5.72~~ shall generally be entitled to favorable consideration, so long as it is not opposed by the Director of Community Services. ~~A Hearing Officer~~ The Board of Zoning Appeals shall have discretion whether to approve or deny each Special Exception application, with ~~his or her~~ its decision to be based on the basis for review criteria established herein and special and unique conditions pertinent to the site.

B. Procedure: 1. *Procedure Generally*: Whenever an application for a Special Exception within the planning jurisdiction is made, it shall follow the procedure set forth herein and shall conform to the regulations and requirements of the Unified Development Ordinance.

2. *Consultation with the Director of Community Services and Application*: Applicants shall meet with the Director of Community Services to review the zoning classification of their site, review copies of the regulatory ordinances and materials, review the Special Exception procedures, and examine the proposed exception and development of the property. The Director of Community Services shall aid and advise the applicant in preparing the application and supporting documents as necessary. The Director of Community Services will inform the applicant that the Group Home building must meet the Indiana Department of Homeland Security's building classification requirements. The applicant shall then submit two (2) copies of the written application form and all necessary supporting documents and materials.

271 3. *Initial Review by the Director of Community Services: ~~Docketing on Board of Zoning~~*
272 *~~Appeals Hearing Officer~~ Agenda:* Following the receipt of the written application
273 and necessary supporting documents and materials by the Director of Community
274 Services, the Director shall then review the materials solely for the purpose of
275 determining whether the application is complete and in technical compliance with all
276 applicable ordinances, laws, and regulations, and therefore entitled to be forwarded
277 to the Board of Zoning Appeals. If the materials submitted by the applicant are not
278 complete or do not comply with the necessary legal requirements, the Director of
279 Community Services shall inform the applicant of the deficiencies in said materials.
280 Unless and until the Director of Community Services formally accepts the Special
281 Exception application as complete and in legal compliance, it shall not be considered
282 as formally filed for the purpose of proceeding to succeeding steps toward Special
283 Exception approval as hereinafter set forth. Within thirty (30) days of the formal
284 acceptance of the application by the Director of Community Services, the Director
285 shall formally file the application by placing it upon the agenda of a ~~the~~ Board of
286 Zoning Appeals ~~Hearing Officer~~, according to the Rules of Procedure of the Board
287 of Zoning Appeals.

288 4. *Short Term Rentals Renewal Applications. Short-Term Residential and Short-Term*
289 *Non-Dwelling Rental renewal applications shall be docketed, filed with, and placed*
290 *on the agenda of the Hearing Officer for the public hearing according to the Rules*
291 *of Procedure of the Board of Zoning Appeals. The same rules for public hearing,*
292 *basis of review and approval/denial, and re-application shall apply for Short-Term*
293 *Residential and Short-Term Non-Dwelling Rental renewal applications as initial*
294 *application for Special Exception.*

295 5. *Public Hearing:* Once the Director of Community Services has accepted and filed
296 the application with ~~The Board of Zoning Appeals a Hearing Officer~~, a docket
297 number shall be assigned and a date and time set for a public hearing by ~~The Board~~
298 ~~of Zoning Appeals Hearing Officer~~, according to the Rules of Procedure of the Board
299 of Zoning Appeals. The applicant shall be responsible for the cost and publication
300 of any required published legal notification of the public hearing. The applicant shall
301 also notify all interested parties and property owners as required by the Rules of
302 Procedure of the Board of Zoning Appeals; however, notice by publication shall not
303 be required for the renewal of a Special Exception. The conduct of the public hearing
304 shall be in accordance with the Board of Zoning Appeals Rules of Procedure.

305 6 *Approval or Denial of the Special Exception Application:* Upon approval of a Special
306 Exception, the ~~Board of Zoning Appeals Hearing Officer~~ shall inform the applicant
307 that the applicant may apply to the Director of Community Services for
308 Improvement Location Permits (if necessary) or may commence the Special
309 Exception if no permits are required. Failure of the ~~Hearing Officer~~ ~~Board of Zoning~~
310 ~~Appeals~~ to inform the applicant of the time limits set forth in *Section 5.72(D):*
311 *Limitations, Section 5.73(D): Limitations or Section 5.74(D): Limitations,* as
312 applicable, shall not relieve the applicant of complying with said Section ~~or~~

otherwise complying with all applicable Federal and State laws, rules, and regulations.

7. *Appeal of Hearing Officer Decision:* A **Short-Term Residential and Short-Term Non-Dwelling Rental renewal application** decision of a Hearing Officer shall not be a basis for judicial review, but it may be appealed to the Board of Zoning Appeals. The Board of Zoning Appeals shall conduct a new hearing on the matter and shall not be bound by any Findings of Fact made by the Hearing Officer. A person who wishes to appeal a decision of the Hearing Officer must file the appeal with the Board of Zoning Appeals within five (5) days after the decision is made, as provided in I.C. 36-7-4-924.

8. *Time Limit for Re-Application:* A Special Exception application that is denied by the Board of Zoning Appeals is ineligible to be placed again on an agenda for consideration until the legality of the decision is finally determined by a court, pursuant to judicial review according to the Advisory Planning Law, or for a period of twelve (12) months following the date of the denial, whichever is later. In addition, whenever a Special Exception application is denied, the property involved in the application shall not be the subject of a different Special Exception application, or any use variance or rezone proposal, for a period of six (6) months following the date of the denial.

C. Basis of Review: ~~A Hearing Officer,~~ **The Board of Zoning Appeals**, in reviewing a Special Exception application, shall give consideration to the particular needs and circumstances of each application and shall examine the following items as they relate to the proposed Special Exception:

1. Surrounding zoning and land use;
2. Access to public streets;
3. Driveway and curb cut locations in relation to other sites;
4. Parking location and arrangement;
5. Trash and material storage;
6. Necessary exterior lighting; ~~and~~
7. Protective restrictions and/or covenants; ~~and~~
8. **Proximity and number of other Group Homes to the proposed site.**

D. Basis of Approval or Rejection: ~~A Hearing Officer~~ **The Board of Zoning Appeals**, in approving or rejecting a Special Exception application, shall base ~~his or her~~ **its** decision upon the following factors as they relate to the above listed items (*Section 9.08(C): Basis of Review*) concerning the proposed Special Exception:

1. The economic factors related to the proposed Special Exception, such as cost/benefit to the community and its anticipated effect on surrounding property values;
2. The social/neighborhood factors related to the proposed Special Exception, such as compatibility with existing uses in the vicinity of the premises under consideration and how the proposed Special Exception will affect neighborhood integrity; and

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

E. Special Exception Group Home Decisions; Commitment: Pursuant to IC 36-7-4-1015, ~~a Hearing Officer~~ the [Board of Zoning Appeals](#) may, as a condition to any approval of an application for a Special Exception, require or allow the owner to make any or all of the following commitments concerning the use of the property:

1. That the Special Exception will fully comply with *Section 5.72 Group Home Use Specific Standards*.
2. That the Special Exception will be limited to five (5), ten (10), or fifteen (15) years, at the discretion of the [Board of Zoning Appeals](#) ~~Hearing Officer~~.
3. If the [Board of Zoning Appeals](#) ~~Hearing Officer~~ determines that a homeowners association or similar entity has established limitations or prohibitions that apply to the property, that the owner's implementation of the Special Exception will not result in the violation of any such limitations or prohibitions.

F. Special Exception Short-Term Residential Rental Decisions; Commitment: Pursuant to IC 36-7-4-1015, ~~a Hearing Officer~~ the [Board of Zoning Appeals](#) may, as a condition to any approval of an application for a Special Exception, require or allow the owner to make any or all of the following commitments concerning the use of the property:

1. That the Special Exception will fully comply with *Section 5.73: Short-Term Rental Use-Specific Standards*.
2. That the Special Exception will be limited to thirty (30), sixty (60), or ninety (90) days during a calendar year, at the discretion of ~~a Hearing Officer~~ the [Board of Zoning Appeals](#).
3. If ~~a Hearing Officer~~ the [Board of Zoning Appeals](#) determines that a homeowners association or similar entity has established limitations or prohibitions that apply to the property, that the owner's implementation of the Special Exception will not result in the violation of any such limitations or prohibitions.

G. Special Exception Non-Dwelling Short-Term Rental Decisions; Commitment: Pursuant to IC 36-7-4-1015, ~~a Hearing Officer~~ the [Board of Zoning Appeals](#) may, as a condition to any approval of an application for a Special Exception, require or allow the owner to make any or all of the following commitments concerning the use of the property:

1. That the Special Exception will fully comply with *Section 5.74: Non-Dwelling Short-Term Rental Use-Specific Standards*.
2. That the Special Exception will be limited to thirty (30), sixty (60), or ninety (90) days during a calendar year, at the discretion of ~~a Hearing Officer~~ the [Board of Zoning Appeals](#).
3. If ~~a Hearing Officer~~ the [Board of Zoning Appeals](#) determines that a homeowners association or similar entity has established limitations or prohibitions that apply to the property, that the owner's implementation of the Special Exception will not result in the violation of any such limitations or prohibitions.

Section IV. *Amend Article 11.02 Definitions as follows:*

Home, Group: A residential Structure or facility where six (6) or more unrelated persons who are in need of care, support or supervision can live together, such as children or those who are elderly, disabled or mentally ill. Group Homes housing persons with developmental disabilities shall obtain, comply with, and maintain a license from the Indiana Division of Disability and Rehabilitative Services. Group Homes housing those living with psychiatric disorders or addictions shall obtain, comply with, and maintain a license from the Indiana Division of Mental Health and Addictions

Dwelling, Two-Family. residential Building containing two (2) Dwelling Units and not occupied by more than two (2) Families. Except as otherwise provided by state statute, a Group Home shall not be considered a Two-Family Dwelling and treated as such under the Unified Development Ordinance.

PASSED, by the Common Council of the City of Carmel, Indiana, this _____ day of _____, 2025, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Ryan Locke

Anthony Green

Rich Taylor

Dr. Anita Joshi

ATTEST:

Jacob Quinn, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of _____, 2025, at _____ .M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana this _____ day of _____, 2025, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Prepared by: Ted W. Nolting
Kroger Gardis & Regas, LLP
111 Monument Circle Ste. 900
Indianapolis, IN 46204

475
476
477 **EXHIBIT “A”**
478

479
480 **CERTIFICATION OF THE CARMEL PLAN COMMISSION’S RECOMMENDATION**
481 **ON THE PROPOSAL BY THE CARMEL COMMON COUNCIL**
482 **TO AMEND THE CARMEL ZONING ORDINANCE PURSUANT TO INDIANA CODE**
483 **§36-7-4-602(b)**
484

485 **ORDINANCE Z-_____**
486

487 **AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,**
488 **INDIANA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE**

489
490 To:

491
492 Dear Members:

493
494 The Carmel Advisory Plan Commission offers you the following report on the proposal by the
495 Common Council to the Commission to amend **Articles 5.72, 9.08, and 11.02 of the City of**
496 **Carmel Unified Development Ordinance** received in the form attached hereto.
497

498 The Carmel Advisory Plan Commission’s recommendation on the proposal is _____.
499

500 At its regularly scheduled meeting on _____, 2025, the Carmel Advisory Plan Commission
501 held a public hearing after publishing notice thereof in accordance with law, and thereafter voted
502 _____ in favor, _____ opposed, _____ abstaining, to forward to the Common Council, the
503 proposed Ordinance Z-_____ with a _____ recommendation.
504

505 Please be advised that by virtue of the Commission’s recommendation, pursuant to IC 36-7-4-
506 607(____)(____), the Council has ninety (90) days to act on the proposal. Ninety days from the date of
507 the original certification (_____, 2025) is _____, 2025.
508

EXHIBIT “B”

**NOTICE OF PUBLIC HEARING
BEFORE THE
CARMEL ADVISORY PLAN COMMISSION
DOCKET No.: CPA-2025-_____**

Notice is hereby given that the Carmel Advisory Plan Commission will hold a public hearing upon a proposal by the Carmel Common Council to amend the Carmel Unified Development Ordinance (“UDO”) pursuant to documents filed with the Department of Community Services as follows: amend Article 5.72 of the UDO to require that the applicant obtain a license from either the Indiana Division of Mental Health and Addition or the Indiana Division of Disability and Rehabilitative Services; amend Article 9.08 of the UDO to grant the Board of Zoning Appeals the exclusive authority to approve or deny special use exceptions for Group Homes rather than a Hearing Officer; amend Article 9.08 of the UDO to limit the number of unrelated residents of a Group Home to not more than eight (8) persons; amend Article 11.02 of the UDO, specifically the definition of “Group Homes” to require that they must be licensed by the Indiana Department of Mental Health and Addiction or the Indiana Division of Disability and Rehabilitative Services, and amend the definition of “Dwelling, Two Family” to expressly exclude Group Homes.

Designated as Docket No. ____-2025-_____, the hearing will be held on Tuesday, _____, 2025 at 6:00 P.M. in the Council Chambers, Carmel City Hall, One Civic Square, Second Floor, Carmel, Indiana 46032.

The file for this proposal, including Council Resolution No. CC-_-25_-_- which includes the proposed Ordinance Amendment, may be examined at the Office of the Plan Commission, Carmel Department of Community Services, Division of Planning and Zoning, Carmel City Hall, Third Floor, One Civic Square, Carmel, Indiana 46032, telephone no. (317) 571- 2417.

Any written comments or objections to the proposal should be filed with the Secretary of the Plan Commission on or before the date of the Public Hearing. All written comments and objections will be presented to the Commission. Any oral comments concerning the proposal will be heard by the Commission at the hearing according to its Rules of Procedure. In addition, the hearing may be continued from time to time by the Commission as it may find necessary.

Joe Shestak, Administrator Carmel Plan Commission
(317) 571-2417

Date: _____, 2025

ORDINANCE NO. D-2767-25

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
AMENDING CHAPTER 2, ARTICLE 4, SECTION 2-96 OF THE CARMEL CITY CODE**

Synopsis:

Amendment to the Ordinance regulating the Ambulance Capital Fund.

WHEREAS, the Ambulance Capital Fund (Fund 102) (the “Fund”) was established as a special non-reverting capital fund for the purpose of maintaining revenues received from Carmel Ambulance Services; and

WHEREAS, the Fund was jointly administered by the City of Carmel and Clay Township while they jointly provided paramedic, ambulance and fire services to Clay Township; and

WHEREAS, Clay Township no longer provides any paramedic, ambulance or fire services to Clay Township; and

WHEREAS, the Common Council of the City now finds that it is in the interests of the City to amend Chapter 2, Article 4, Section 2-96 of the Carmel City Code to accurately reflect the provision of paramedic, ambulance and fire services and the administration of the Fund.

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

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

Section 2. Carmel City Code Section 2-96 is hereby amended to read as follows:

“§ 2-96 Ambulance Capital Fund (Fund 102).

(a) The City hereby establishes a special non-reverting capital fund for the purpose of maintaining revenues received from Carmel Ambulance Services and the Hamilton County Emergency Medical Services Tax for the purpose of acquiring and/or replacing capital improvements and equipment necessary to maintain paramedic, emergency ambulance and fire service (hereinafter referred to as the “Paramedic, Emergency Ambulance and Fire Service Capital Fund”), to be administered and maintained by the City as hereinafter set forth:

(1) The Capital Fund will be funded from revenues provided by Carmel Ambulance Services as a result of the City's administration of the paramedic and emergency ambulance services and from monies received from the Hamilton County Emergency Medical Service Tax;

(2) The funds held in the Capital Fund shall be accounted for and maintained separate and apart from other City funds and invested with interest thereon deposited into the Capital Fund as provided by law;

(3) The funds held and accounted for in the Capital Fund shall be withdrawn only:

40 a) Upon proper appropriation by the legislative body of the City;

41
42 ~~b) Upon written agreement between the City and Clay Township authorizing~~
43 ~~expenditures; and~~

44
45 ~~—e) b)~~ For the purpose of making capital expenditures supporting paramedic,
46 emergency ambulance and fire service.

47
48 (4) Capital equipment and improvements acquired from the funds held in the
49 Capital Fund shall be titled in the name of the City. ~~and/or the Township as set forth in written~~
50 ~~agreement between the City and the Township at the time of expenditure; and~~

51
52 ~~(5) At such time as the City terminates its administration of paramedic~~
53 ~~and ambulance services and/or the City and Township do not provide paramedic~~
54 ~~and ambulance services or fire protection services to Clay Township as a whole by joint agreement,~~
55 ~~all unexpended funds maintained in the Capital Fund shall be distributed to the City and to the~~
56 ~~Township based upon the City and Township's proportionate monetary contribution toward fire~~
57 ~~protection of Clay Township under prior Contracts for Fire and Protection between the City and the~~
58 ~~Township.~~

59 —
60 (b) The life of the Paramedic, Emergency Ambulance and Fire Service Fund shall be
61 perpetual unless terminated by subsequent ordinance duly enacted by the City legislative body.
62 (Ord. D-1042, 4-18-94; Ord. D-1180, 9-18-95).

63
64 (c)
65 (1) The Carmel Fire Department is authorized, pursuant to Indiana law, to provide
66 emergency medical services.

67
68 a) The Carmel Fire Department is authorized to provide emergency medical
69 services and charge fees from citizens who benefit from said services in the amount of \$475.00 for
70 basic life support service for Carmel residents, \$675.00 for basic life support for non-Carmel
71 residents, \$575.00 for advanced life support I for Carmel residents, \$775.00 for advanced life
72 support I for non-Carmel residents, \$700.00 for advanced life support II for Carmel residents,
73 \$900.00 for advanced life support II for non- Carmel residents and \$375.00 for advanced life
74 support non- transport, as well as \$12.00 per loaded mile, within the terms and meanings of the
75 Indiana Emergency Medical Act and other applicable law.

76
77 b) In the event changes in Medicare or other federal or state health care
78 regulations require or allow an adjustment to current charges set forth hereinabove, the Fire Chief is
79 authorized to adjust the same, such adjustments to take effect on the calendar date immediately
80 following the date on which written notice of said adjustments is hand delivered or mailed by the
81 Fire Chief by U.S. Certified mail, return receipt requested, to the Mayor, Clerk, Common Council
82 President and Corporation Counsel.

83
84 c) *Annual COLA Increase.* On January 1 of each year, beginning in 2017, a 3%
85 Cost of Living Adjustment shall be added to the previous year's rates and charges. This 3% increase
86 shall occur automatically each year unless and until such time that the Carmel City Council amends
87 or adjusts the percentage of the COLA increase for the next fiscal year.

88
89 d) The cost-of-living adjustment for emergency medical services fees charged by
90 the Carmel Fire Department in 2023 shall be 8.75%.

91
92 (2) Said funds shall be placed into the non-reverting fund established in subsection
93 (a) above. (Ord. D-1184, 10-2-95)

94
95 (3) The Carmel Fire Department is authorized to collect fees for its ambulance and
96 emergency medical treatment runs.

97
98 (4) In the event such fees are not paid after Carmel Fire Department has exhausted
99 its collection procedures, then the City Attorney will be notified for a determination as to whether to
100 pursue collection of such fees by initiating litigation or other collection efforts on behalf of the
101 Carmel Fire Department.

102
103 (5) Service fees for ambulance and emergency medical treatment runs may be
104 deemed uncollectible and the appropriate adjustment made to the Carmel Fire Department and City
105 financial records, upon a determination by the City Attorney that:

106
107 a) The person receiving such ambulance and/or emergency medical treatment
108 services died without insurance, an estate or surviving relatives responsible for the debt;

109
110 b) The person receiving such ambulance and/or emergency medical treatment
111 services cannot be located despite reasonable attempts to do so;

112
113 c) The person receiving such ambulance and/or emergency medical treatment
114 services has filed for bankruptcy protection, has listed the City as a creditor regarding such services
115 and has obtained a discharge of such debt by the bankruptcy court;

116
117 d) The collection of the debt is otherwise not economically justified under the
118 circumstances.

119
120 (6) All service fees for the provision of ambulance and/or emergency medical
121 treatment services by the Carmel Fire Department that are deemed to be uncollectible hereunder
122 must be reported to the Board of Public Works and Safety on an annual basis.”
123

124 [the remainder of this page is left intentionally blank]

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Section 3. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only.

Section 4. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and signing by the Mayor and such publication as required by law.

[Signature Page Follows]

PASSED by the Common Council of the City of Carmel, this ____ day of _____, 2025, by a vote of ____ ayes and ____ nays.

COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA

Adam Aasen, President

Matthew Snyder, Vice-President

Teresa Ayers

Anita Joshi

Ryan Locke

Shannon Minnaar

Anthony Green

Rich Taylor

Jeff Worrell

ATTEST:

Jacob Quinn, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2025, at _____.M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2025, at _____.M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Prepared by: Ted Nolting
Kroger Gardis & Regas LLP
111 Monument Circle, Suite 900
Indianapolis, IN 46204

ORDINANCE NO. D-2769-25

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 6, ARTICLE 4, SECTION 6-63 OF THE CARMEL CITY CODE**

Synopsis: Ordinance amending the fine for failing to display a valid permit for motor vehicle parking on a city sidewalk, multi-use path, or bicycle lane.

WHEREAS, the City of Carmel (the “City”) within the reasonable exercise of its police power, may by ordinance regulate the operation of motorized vehicles on City sidewalks, multi-use paths, and bicycle lanes; and

WHEREAS, the City has previously regulated the operation of motorized vehicles on City sidewalks, multi-use paths, and bicycle lanes within its corporate limits, such regulations being codified, in part, in City Code Section 6-63; and

WHEREAS, the Common Council of the City of Carmel, Indiana, now finds that it is in the interest of public safety and welfare to amend the regulations related to the operation of motorized vehicles on City sidewalks, multi-use paths, and bicycle.

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 subsection of Carmel City Code Section 6-63 is hereby amended and shall read as follows:

“§ 6-63 Regulation of Vehicular Use on Sidewalks, Multi-Use Paths, Bicycle Lanes, and Roadways.

...

- (k) *Penalties.* Any person who fails to display a valid permit under this section shall be subject to a fine of \$200 for the first offense, a fine of \$250 for the second offense, and a fine of \$2,500, plus costs, for all subsequent offenses within the same calendar year. All other violations under violating this section shall be subject to a fine of \$10, for the first such offense, a fine of \$25, for the second offense, and a fine of \$100, plus costs, for all subsequent offenses within the same calendar year. If a vehicle displays an invalid permit, the fine amount will be increased by an additional \$150. This does not limit the authority of the court to impose additional penalties as permitted by law for moving violations, including suspension of driving privileges and mandating the violator attend and complete a defensive driving class. First and second offense violations of this section may be filed with the City Court Ordinance Violations Bureau.”

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

Ordinance D-2769-25
Page One of Three Pages

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

Section 5. The remaining portions of Carmel City Code Sections 8-47 and 8-48 are not affected by this Ordinance upon its passage.

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

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PASSED by the Common Council of the City of Carmel, Indiana, this _____ day of _____, 2025, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

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 _____ 2025, at _____ .M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2025, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Sponsors: Councilors Aasen, Taylor, Snyder and Ayers

ORDINANCE NO. D-2770-25

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
ADOPTING A NEW ARTICLE 6 UNDER CHAPTER 4 OF THE CARMEL CITY CODE

Synopsis:

An Ordinance adopting requirements that owners of residential rental dwellings register and obtain a permit before letting a residential rental dwelling and; limits the number of authorized residential dwelling permits to ten percent of all homes within any subdivision or the City of Carmel as a whole.

WHEREAS, the City of Carmel has long been recognized for excellence in many aspects of its planning, development, implementation and service, which has been recognized by various organizations locally, nationally and internationally. The City continues to appear on national, data-driven 'Best' lists where cities' rankings are assigned based on job market, net migration and quality of life numbers; and

WHEREAS, the City has a vested and continued interest in (1) benefiting the general public by minimizing adverse impacts on established residential neighborhoods in the City and the owners and residents of properties in these neighborhoods resulting from the conversion of residential properties to transient use; (2) ensuring public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises used as a residential rental dwelling; (3) assisting in the elimination of blight and to promote maintenance of homes; and (4) encouraging home ownership in established residential neighborhoods in the City; and

WHEREAS, the City has seen an increase in single-family homes being purchased and used as rental units within the City and surrounding municipalities; and

WHEREAS, the City recognizes the need for a rental registration program for residential rental dwellings within the City to provide an efficient and timely system of communication regarding code enforcement, fire and safety, and law enforcement for the health, safety, and welfare of all residents of the City; and

WHEREAS, the adoption of a rental dwelling registration and permit system advances a legitimate public purpose in order to protect the public health, safety and welfare of the City; and

WHEREAS, the City is authorized under Ind. Code §36-1-20-1 *et seq.* and now wishes to adopt requirements regarding registration and permitting of rental housing;

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. A new Article 6 is established under Chapter 4 of the Carmel City Code, to read as follows:

CHAPTER 4 FEES, LICENSES, PERMITS AND FRANCHISES

ARTICLE 6: RESIDENTIAL RENTAL DWELLING PERMIT AND REGISTRATION PROGRAM

§ 4-500 PURPOSE AND APPLICABILITY.

(A) The Residential Rental Dwelling Permit and Registration Program is hereby established for the following purposes:

- (1) To benefit the general public by minimizing adverse impacts on established residential neighborhoods in the City and the owners and residents of properties in these neighborhoods resulting from the conversion of residential properties to transient use;
- (2) To ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises used as a residential rental dwelling;
- (3) To assist in the elimination of blight and to promote maintenance of homes; and
- (4) To encourage home ownership in established residential neighborhoods in the City.

(B) The Residential Rental Dwelling Permit and Registration Program applies to all residential rental dwellings located within the corporate boundaries of the City of Carmel.

§ 5-501 DEFINITIONS.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words not defined herein shall have the meanings ascribed to them in the *Unified Development Ordinance*.

EXCLUDED RENTAL DWELLINGS means any one of the following:

- (1) The rental of a dwelling regulated as a “short term rental” property under Indiana Code §36-1-24-1 *et seq.* or Article 5.74 of the Unified Development Ordinance.
- (2) The rental of a dwelling where the owner(s) resides in the dwelling and leases to individuals or a family while they are absent from the City of Carmel for a period of time not exceeding six (6) months, and who intends to return to their dwelling at the expiration of the lease period;
- (3) The rental of a dwelling where the owner(s) who resided in the dwelling has been relocated by their employer in excess of fifty (50) miles from the location in the last year;
- (4) The rental of the dwelling where the owner or owner(s) who resided in the dwelling are active members of the military and have been deployed;
- (5) The rental of the dwelling where the owner(s) who resided in the dwelling has experienced a death, divorce, transfer to assisted living or other life situation which has necessitated them to vacate the dwelling in the last year and they would experience an undue hardship if they sold the dwelling;
- (6) The rental of the dwelling to a legal dependent or immediate family member of the owner(s);
- (7) The rental of the dwelling where the owner of the dwelling has received the dwelling as an inheritance following the death of the previous owner;
- (8) The rental of the dwelling while it is offered for sale on the multiple listing service (MLS); and
- (9) The rental of the dwelling where the owner(s) who resided in the home has, within the last year, listed the dwelling on the multiple listing service (MLS) for an aggregate of at least six (6) months and has been unable to sell the dwelling.

IMMEDIATE FAMILY MEMBER. Includes spouse, child, step-child, parent, step-parent, brother, sister, step-siblings, grandparent and grandchildren.

LEGACY DWELLINGS. Residential rental dwellings existing within a Subdivision on or prior to the effective date of this Ordinance for which the owner has submitted a complete initial registration and permit application by December 31, 2025.

LEGAL DEPENDENT. Natural born or adopted children, spouses, household members covered by conservatorship or guardianship or those other adults claimed on tax returns as legal dependents.

LET FOR OCCUPANCY. To permit, provide, or offer possession or occupancy of a single-family home by an owner to a third party pursuant to a written or unwritten lease, agreement or license, or pursuant to an unrecorded contract for sale.

OWNER has the meaning set forth in Ind. Code 32-31-3-4.

RESIDENTIAL RENTAL DWELLING. A single-family home or townhome that is let for occupancy for compensation by an owner for a period of more than thirty (30) consecutive days. This definition includes Excluded Dwellings (as defined herein), but does not apply to the occupancy of the dwelling by the purchaser under a contract of sale, provided the contract for sale is properly recorded with the Hamilton County Recorder's Office.

RENTAL DWELLING PERMIT. A permit, issued by the Director of Community Services or his or her designee under this chapter, authorizing the owner to let for occupancy a residential rental dwelling.

SINGLE-FAMILY HOME. A residential building containing only one (1) Dwelling Unit and not occupied by more than one family.

SUBDIVISION. A neighborhood or other similar residential development of ten (10) or more single-family homes or townhomes as a plat bearing the same name with different phases, or as a Planned Unit Development, as shown on the Hamilton County, Indiana parcel card/property report under "Subdivision" or "Subdivision Name".

TOWNHOME. One or more single-family homes with a minimal front and rear yards, no side yards, arranged side by side, separated by common walls between living area, each having more than one story.

TENANCY AGREEMENT. All agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a residential rental dwelling.

TENANT. Any person entitled to occupy a residential rental dwelling under a tenancy agreement to the exclusion of others.

§ 4-500 REQUIREMENTS

No owner shall let for occupancy a residential rental dwelling without first registering the dwelling and obtaining the rental dwelling permit with the Department of Community Services.

§ 4-501 REGISTRATION

(A) On or before January 1, 2026, an owner of a residential rental dwelling must register all residential rental dwelling(s). Registration of a residential rental dwelling shall be effected by furnishing the Department of Community Services upon a form supplied by the Department of Community Services, the following information:

(1) Name(s) of all owner(s);

(2) Street address of owner(s);

- (3) Phone number of owner(s);
- (4) Email address of owner(s);
- (5) Name, street address, phone number and email address of agent, if any, authorized to act on behalf of the owner(s) in regard to the residential rental dwelling, including service of process;
- (6) Verification that a Homestead Property Tax Deduction is not being claimed on the property while in use as a rental dwelling; and
- (7) Whether the owner or the residential rental dwelling:
- (a) has been cited for violation of any requirement imposed by the City Code, including this Article;
 - (b) is current on all City of Carmel utility invoices (sanitary sewer, trash, and stormwater); and
 - (c) has been the subject of more than three (3) public safety calls for service in the last twenty-four (24) months.
- (B) By listing a street address of the owner(s) in the residential rental dwelling registration, the owner(s) thereby consents to service of process at that address.
- (C) Any owner(s) who does not reside in or have their principal place of business in Indiana shall designate and list an in-state agent under subsection (a)(5).
- (D) The residential rental dwelling registration form shall be signed by the owner.
- (E) Whenever an owner(s) or agent changes his contact information (mailing address, phone number or email address) it shall be his responsibility to provide the Department of Community Services with an updated residential rental dwelling registration form. All updated registration forms shall be signed by the owner.
- (F) Whenever ownership of the residential rental dwelling changes and the new owner intends to let the dwelling for occupancy, the new owner shall file a new registration with the Department of Community Services within thirty (30) days of obtaining title to the residential rental dwelling. Each parcel of property on which a residential rental dwelling is located requires a separate registration.
- (G) All current owners shall submit an initial registration application for any and all existing residential rental dwellings by December 31, 2025. Thereafter, any owner shall have thirty days (30) days to register that residential rental dwelling after obtaining ownership.

§ 4-502 HOME RENTAL DWELLING PERMITS

(A) The Department of Community Services shall treat a residential rental dwelling registration form as an application for a residential rental dwelling permit. The Department of Community Services shall issue a residential rental dwelling permit to the residential rental dwelling's owner(s) if and only if all of the following criteria are satisfied:

- (1) The residential rental dwelling registration form contains all of the information required by §4-501.
- (2) The owner of the residential rental dwelling:
 - (a) has not been cited for violation of any requirement imposed by Chapter 6 or Chapter 10

of the City Code;

(b) is current on all City utility invoices (sanitary sewer, trash, and stormwater); and

(c) has not been the subject of more than three (3) public safety calls for service in the last twenty-four (24) months.

If the owner or property has been found in violation of (A)(2)(a)-(c), the Director of Community Services may determine in his or her discretion that the public interest nevertheless supports issuing a residential rental dwelling permit.

(3) At the time the residential rental dwelling permit would be issued, less than ten percent (10%) of the single-family homes and townhomes in either (1) the Subdivision or (2) the City of Carmel are registered and permitted as residential rental dwellings. This subdivision shall not apply to Legacy Dwellings defined in this Article but shall apply to any residential rental dwelling registered after December 31, 2025.

(B) Notwithstanding the limitations contained under subsection (A)(3), Excluded Dwellings shall be entitled to a permit if the criteria under subsections (A)(1) and (2) are met, but shall count toward the 10% limits established for residential rental dwellings herein.

(C) A rental dwelling permit shall not expire until the ownership of a residential rental dwelling changes. If the ownership of the residential rental dwelling changes, the new owner must apply for a new residential rental dwelling permit. Where a dwelling is owned by more than one owner with rights of survivorship, a new application need not be filed upon the death of one of the owners.

(D) Residential rental dwelling permits may not be sold, transferred, or otherwise alienated.

(E) The Department of Community Services shall not charge a fee to obtain a residential rental dwelling permit.

(F) A denial of residential rental dwelling permit may be appealed under §4-504.

§4-503 REVOCATION OF A RENTAL DWELLING PERMIT

(A) A residential rental dwelling permit may be subject to revocation under the following circumstances:

- 1) Failure to correct violations within the time specified in a Notice of Violation issued pursuant to this chapter;
- 2) Any other violation of Chapter 6 or Chapter 10 of the City Code;
- 3) Continued delinquency of City utility bills; or
- 4) Any specific provisions of the city ordinances that place undue burden on public safety resources.

(B) If the Director of Community Services finds that the permit should be revoked, the Director shall give the owner written notice by certified mail, return receipt requested, that the Director intends to proceed to revoke the permit unless the owner requests a hearing by a City Hearing Officer. Such request shall be made in writing and filed in the office of the City Clerk within 15 days from the day that the owner receives the notice of the proposed action. The notice shall contain a statement of the facts upon which the Director has acted. If an owner fails to request a hearing, the Director shall proceed to revoke the permit. The written determination by the Director to revoke the permit shall be filed in the office of the City Clerk and sent by certified mail, return receipt requested, to the owner.

(C) When a hearing is requested pursuant to division (B) above, the hearing shall be held In accordance with the provisions in the IHO Ordinance, ROA 1994, [Chapter 2, Article 7, Part 8](#).

(D) Any person whose permit has been revoked shall not be permitted to apply for another permit for one year after the filing of the written statement revoking the permit.

§ 4-504 PENALTIES AND REMEDIES

(A) Violations of this Article are subject to the following civil fines and penalties, beginning January 1, 2026:

(1) An owner who fails to register a residential rental dwelling commits a civil violation and shall be punished by a fine in the amount of \$500.

(2) An owner who lets a residential rental dwelling without a permit shall be punished by an initial fine of \$2,500. If the owner has not obtained a permit or otherwise complied with this Article within thirty (30) days after receiving a Notice of Violation under subsection (E), the owner shall be fined \$100 per day for each day the residential rental dwelling is let without a permit.

(B) The failure to comply with any of the requirements under this Article constitutes a violation of this Article. Any residential rental dwelling let for occupancy in violation of this Article is hereby declared to be a common nuisance and as such may be abated in such manner as nuisances are now or may hereafter be abated under existing law.

(C) A violation continues to exist until corrected and verified by the Director of the Department Community Services. Correction includes, but is not limited to any or a combination of:

- (1) Cessation of an unlawful practice;
- (2) Remediation of a violation;
- (3) Payment of fees or fines;
- (4) Vacancy of a residential rental dwelling; and
- (5) Other remedy acceptable to the City.

(D) The Director of the Department of Community Services may issue a Notice of Violation to any owner who commits a civil violation under this Chapter. The Notice of Violation may be served by personal service, by certified mail or by placement in a conspicuous place on the residential rental dwelling.

(E) The Notice of Violation shall serve as notice to the owner that the owner has committed a civil violation and shall include:

- (1) The date of issuance;
- (2) The name of the owner charged and the address of the residential rental dwelling with respect to which the violation occurred;
- (3) The civil monetary fine the City will impose for the violation and where the fine may be paid;
- (4) The remedy or combination of remedies imposed and the date on which the owner shall complete the remedial action;

(5) Contact information for the Department of Community Services; and

(6) How to appeal the Notice of Violation.

(F) A Notice of Violation or a denial of a permit may be appealed to the City of Carmel City Court within ten (10) days of receipt of the Notice of Violation or denial of home rental unit.

(G) If the owner does not timely file an appeal, complete corrective action, or pay the fine by the date set forth in the Notice of Violation, the Director of Community Services shall send the Notice of Violation and all supporting documentation to the City Legal Department. The head of the City Legal Department shall in the name of the City of Carmel bring an enforcement action in the Carmel City Court or in the Circuit or Superior Courts of Hamilton County, for civil monetary fines and penalties and/or mandatory and injunctive relief in the enforcement of and to secure compliance with this Article. Any such action may be joined with an action to enforce any other ordinance.

(H) An owner found to be in violation may be enjoined from letting the dwelling for occupancy and is further liable for all civil monetary fines, court costs, and fees. No costs may be assessed against the City in any such action.

(I) Seeking civil penalties as authorized in this section does not preclude the City from seeking alternative relief from the Court in the same action or any other remedy in a separate action. The remedies provided for in this title shall be cumulative, and not exclusive, and shall be in addition to any other remedies available in law or equity.

(J) If an owner fails to pay the civil monetary penalty or violates the terms of any other order

§ 4-505 REGISTRATION FUND

There is hereby established a Rental Registration Fund as a non-reverting fund, as may be designated by the Council, within the City to receive any and all sums collected pursuant to this Ordinance. The controller shall deposit in this fund all fines assessed and collected pertaining exclusively to this Ordinance. This fund shall be dedicated solely to reimbursing the costs actually incurred relating to the Residential Rental Dwelling Permit and Registration Program.

Section 3. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only.

Section 4. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and signing by the Mayor and such publication as required by law.

[Signature Page Follows]

PASSED by the Common Council of the City of Carmel, this _____ day of _____, 2025, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA

Adam Aasen, President

Matthew Snyder, Vice-President

Teresa Ayers

Anita Joshi

Ryan Locke

Shannon Minnaar

Anthony Green

Rich Taylor

Jeff Worrell

ATTEST:

Jacob Quinn, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of _____ 2025, at _____ .M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2025, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Prepared by: Ted Nolting
Kroger Gardis & Regas LLP
111 Monument Circle, Suite 900
Indianapolis, IN 46204

ORDINANCE D-2771-25

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AUTHORIZING THE ISSUANCE OF ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS TO SUPPORT THE NORTH END PHASE II PROJECT, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

Synopsis:

Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel, Indiana, to finance certain improvements to support the development of the North End Phase II Project

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

WHEREAS, Old Town Companies, L.L.C. or any affiliate thereof (the “Company”), desires to finance the design and construction of certain improvements described in Exhibit A hereto which are, or will be, located in the Old Town Economic Development Area (collectively, the “Projects”);

WHEREAS, the Company has advised the City of Carmel Economic Development Commission (the “Commission”) and the City that it proposes that the City issue its taxable or tax-exempt Economic Development Tax Increment Revenue Bonds, Series 20__ (North End Phase II Project), in one or more series (with such different or additional series designation determined to be necessary or appropriate), in an aggregate principal amount not to exceed Eight Million Dollars (\$8,000,000) (the “Bonds”), under the Act and provide the proceeds of such Bonds to the Company for the purpose of financing the Projects;

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

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

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

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

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

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

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

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

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

Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal amount not to exceed Eight Million Dollars (\$8,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) for each series of the Bonds, mature on a date not later than twenty-five years after the date of issuance of such series of Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the “Purchaser”) in an amount not to exceed eight and one-half percent (8.5%), with such interest payable as provided in the Financing Agreements, and which interest may be taxable or tax-exempt, as determined by the Mayor and the Controller of the City, with the advice of the City’s bond counsel, prior to the issuance of the Bonds; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements, prior to the issuance of the Bonds; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall

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

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

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

91 Section 7. Changes in Financing Agreements. The Mayor and the Clerk of the
92 City are hereby authorized, in the name and on behalf of the City, without further approval
93 of the Common Council or the Commission, to approve such changes in the Financing
94 Agreements as may be permitted by Act, such approval to be conclusively evidenced by
95 their execution thereof. In particular, at the request of the Company, the Mayor, the Clerk
96 and any other officer of the City are hereby authorized and directed, in the name and on
97 behalf of the City, to execute, attest and deliver a Financing and Loan Agreement or a Loan
98 Agreement with the Company (in lieu of the Financing Agreement), in such form as such
99 officers shall approve, such approval to be conclusively evidenced by their execution
100 thereof.

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

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

116 Section 10. Binding Effect. The provisions of this Bond Ordinance and the
117 Financing Agreements shall constitute a binding contract between the City and the holders
118 of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or

amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

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

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

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

PASSED by the Common Council of the City of Carmel, this ____ day of _____, 2025, by a vote of ____ ayes and ____ nays.

COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA

Adam Asen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Ryan Locke

Anita Joshi

ATTEST:

Jacob Quinn, Clerk

135 Presented by me to the Mayor of the City of Carmel, Indiana, this ____ day of
136 _____, 2025, at _____ .M.

Jacob Quinn, Clerk

137 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
138 _____, 2025, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

139
140 Prepared by: Bradley J. Bingham
141 Barnes & Thornburg LLP
142 11 South Meridian Street
143 Indianapolis, IN 46204

EXHIBIT A

DESCRIPTION OF THE PROJECTS

All or any portion of the design and construction of infrastructure and site improvements, including, but not limited to, storm water improvements, utilities relocation, road improvements and/or structured parking costs, which will be located in, serving or benefitting the Old Town Economic Development Area and will support the development of a proposed mixed-use project consisting of parking and residential uses to be undertaken by Old Town Companies, L.L.C. or any affiliate thereof.

FINANCING AND LOAN AGREEMENT

Between

[OLD TOWN COMPANIES, L.L.C./ NORTH END APARTMENTS LLC]

and

CITY OF CARMEL, INDIANA

Dated as of _____ 1, 20__

**Related to the
City of Carmel, Indiana
Economic Development Tax Increment Revenue Bonds, Series 20__
(North End Phase II Project – Federally Taxable)**

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

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FINANCING AND LOAN AGREEMENT

This FINANCING AND LOAN AGREEMENT, dated as of _____ 1, 20__ (the “Financing Agreement”), between [OLD TOWN COMPANIES, L.L.C./ NORTH END APARTMENTS LLC], an Indiana limited liability company (the “Borrower”), and the CITY OF CARMEL, INDIANA (the “Issuer” or “City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “State”).

PRELIMINARY STATEMENT

WHEREAS, the City of Carmel Redevelopment Commission (the “Redevelopment Commission”) has established the Old Town Economic Development Area and, within such area, the [Smokey & Monon Phase II Allocation Area] (the “Allocation Area”) located in the City of Carmel, Indiana; and

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

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1, the City of Carmel Economic Development Commission held a public hearing and the Issuer, upon finding that the Phase II Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, in order to support the development of the Phase II Project, the Issuer intends to issue its Economic Development Tax Increment Revenue Bonds, Series 20__ (North End Phase II Project – Federally Taxable), in the aggregate principal amount of \$_____ (the “Series 20__ Bonds”), pursuant to the Trust Indenture related to the Series 20__ Bonds, dated as of _____ 1, 20__, between the Issuer and _____, as trustee (the “Indenture”), and intends to provide the proceeds of the Series 20__ Bonds pursuant to the provisions of this Financing Agreement and the Project Agreement (as defined herein) to the Borrower to finance the Phase II Project; and

WHEREAS, this Financing Agreement provides for the use of the financing by the Borrower through the issuance of the Series 20__ Bonds by the Issuer; and

WHEREAS, pursuant to the Indenture, the Issuer will assign certain of its rights under this Financing Agreement to the Trustee as security for the Series 20__ Bonds;

WHEREAS, the Series 20__ Bonds issued under the Indenture will be payable solely from (i) the Pledged TIF Revenues (as defined herein), which have been or will be pledged by the Redevelopment Commission to secure the repayment of the Series 20__ Bonds, (ii) the Taxpayer Direct Payments made by the Borrower under the Taxpayer Agreement (each as

hereinafter defined), and (iii) to the extent the foregoing sources are insufficient, from the repayment of the loan made hereunder; and

In consideration of the premises, the representations, warranties and commitments given by the Borrower to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower and the Issuer hereby further covenant and agree as follows:

(End of Recitals)

ARTICLE I

DEFINITIONS AND EXHIBITS

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

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

“Affiliate” means an entity which directly or indirectly controls, is controlled by or is under common control with, the Borrower. For purposes of this provision, “control” (including the terms “controls”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or other.

“Allocation Area” means the [Smokey & Monon Phase II Allocation Area] established as an allocation area by the Redevelopment Commission, all in accordance with Indiana Code § 36-7-14-39 for the purposes of capturing the TIF Revenues.

“Allocation Fund” means the [Smokey & Monon Phase II Allocation Fund] established under Indiana Code § 36-7-14-39 with respect to the TIF Revenues.

“Annual Fees” means annual Trustee Fees and any other ongoing fees relating to payment of debt service on the Series 20__ Bonds.

“Bond Fund” means the North End Phase II Project, Series 20__ Bond Fund established by Section 4.2 of the Indenture.

“Bondholder” or “owner of a Bond” or any similar term means the owner of a Series 20__ Bond.

“Bond Issuance Costs” shall have the meaning assigned thereto in the Indenture.

“Borrower” means [Old Town Companies, L.L.C./ North End Apartments LLC], together with its successors and assigns under Sections 3.2 and 7.4 hereof.

“Borrower Parties” means, with respect to the Phase II Project or any portion thereof or this Financing Agreement: (a)(i) the Affiliates, (ii) developers working under contract with the Borrower or any Affiliate, (iii) joint owners of the Phase II Project or any portion thereof, (iv) joint (or other) venturers with the Borrower or any Affiliate, (v) lessees of property in the Allocation Area from the Borrower or any Affiliate, (vi) lessors of property in the Allocation Area to the Borrower or any Affiliate, and (vii) trusts (business or other) established with or for the benefit of the Borrower or any Affiliate or the Phase II Project or any portion thereof, and (b) their successors and assigns.

“Capitalized Interest Account” means the Capitalized Interest Account of the Construction Fund established in Section 4.4 of the Indenture for the purpose of paying interest on the Series 20__ Bonds through and including February 1, 2028.

“Construction Account” means the Construction Account of the Construction Fund for the Series 20__ Bonds established in Section 4.4 of the Indenture for the purpose of paying or reimbursing Project Costs.

“Construction Fund” means the Construction Fund for the Series 20__ Bonds established in Section 4.4 of the Indenture.

“Disbursement” means the transfer of all or any portion of Net Proceeds by the Trustee to the Borrower to pay, or reimburse the Borrower for the prior payment of, Project Costs approved by the City.

“Disbursement Request” shall mean a request from the Borrower for a disbursement of proceeds of the Series 20__ Bonds from the Construction Account.

“District” means the Redevelopment District of the Issuer.

“Facilities” means all or a portion of the Phase II Project financed with Net Proceeds, together with all investment earnings thereon.

“Indenture” means the Trust Indenture related to the Series 20__ Bonds, dated as of _____ 1, 20__ between the Issuer and _____, as trustee.

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

“Loan Payments” means the payments to be made by the Borrower pursuant to Section 3.2 herein.

“Net Proceeds” means the proceeds of the Series 20__ Bonds, less Bond Issuance Costs.

“Ordinance” means [D-2771-25], adopted by the Common Council of the Issuer on October 3, 2022, authorizing the issuance of the Series 20__ Bonds.

“Phase II Project” means all or a portion of the Phase II Project, as defined in the Project Agreement.

“Plans and Specifications” means the plans and specifications for the Phase II Project as provided to the Issuer.

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 20__, irrevocably dedicating, pledging and assigning to the Issuer the Pledged TIF Revenues to pay debt service on the Series 20__ Bonds.

“Pledged TIF Revenues” means ninety percent (90%) of the TIF Revenues, for any given year, received by the Redevelopment Commission, deposited into the Allocation Fund and pledged and assigned to the Issuer in accordance with the terms of the Pledge Resolution. For the avoidance of doubt, the term “Pledged TIF Revenues” used herein shall have the same meaning as “Developer Increment Share” with respect to the “Phase II Project” as such terms are defined and used in the Project Agreement.

“Project Agreement” means the Project Agreement (North End), dated July 8, 2021, as amended by the First Amendment to Project Agreement, dated as of _____, 20__, each of which is by and between the Redevelopment Commission and North End Apartments LLC.

“Project Costs” shall have the meaning assigned thereto in the Project Agreement.

“Purchaser” shall mean _____, as purchaser of the Series 20__ Bonds.

“Redevelopment Commission” means the City of Carmel Redevelopment Commission.

“Series 20__ Bonds” means the City of Carmel, Indiana, Economic Development Tax Increment Revenue Bonds, Series 20__ (North End Phase II Project – Federally Taxable), dated _____, 20__, issued pursuant to the Indenture in the original aggregate principal amount of \$_____.

“State” means the State of Indiana.

“Surplus Fund” means the Surplus Fund established by Section 4.3 of the Indenture.

“Taxpayer Agreement” means the Taxpayer Agreement related to the Series 20__ Bonds, dated as of _____, 20__, among the Borrower, the Redevelopment Commission and the Issuer.

“Taxpayer Direct Payments” means amounts required to be paid by the Borrower to the Redevelopment Commission pursuant to the terms of the Taxpayer Agreement. For the avoidance of doubt, the Taxpayer Direct Payments solely secure repayment of the Series 20__ Bonds.

“TIF Revenues” means one hundred percent (100%) of all property taxes derived each year from the assessed valuation of real property in the Allocation Area as of each January 1 in excess of the base assessed valuation for the Allocation Area described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of this Indenture, multiplied by the current property tax rate (per \$100 of net assessed value), and deposited into the Allocation Fund.

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

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

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

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

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

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

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

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

(g) The word “including” and any variation thereof means “including, without limitation” and must not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) Where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

(End of Article I)

ARTICLE II

REPRESENTATIONS; LOAN OF BOND PROCEEDS

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

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

(b) The Issuer shall issue its Series 20__ Bonds in the aggregate principal amount of \$_____, the entirety of which will be loaned to the Borrower to pay, or to reimburse the Borrower for prior payment of, Project Costs, as approved by the Issuer in order to create and retain employment opportunities in the City and to benefit the health and general welfare of the citizens of the City and the State. From such loan amount, the Borrower agrees that (i) \$_____ shall be deposited into the Bond Issuance Expense Account (as defined under the Indenture) and applied to pay Bond Issuance Costs, (ii) \$_____ shall be deposited into the Capitalized Interest Account and used to pay Capitalized Interest Costs (as defined in the Indenture) through and including _____ 1, 20__, and (iii) \$_____ shall be deposited into the Construction Account and be available to pay, or to reimburse the Borrower for prior payment of, Project Costs, as approved by the Issuer.

(c) The Issuer represents and warrants that the Pledge Resolution has been validly adopted by the Redevelopment Commission, and constitutes the valid and binding obligation of the Redevelopment Commission, enforceable against the Redevelopment Commission in accordance with its terms.

(d) The Issuer represents and warrants that this Financing Agreement has been duly authorized, executed and delivered, and constitutes the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

(e) Based upon information provided by the Borrower to the Issuer, the Issuer has found and determined that the Phase II Project qualifies as an “economic development facility” under the Act.

Section 2.2. Representations by Borrower. The Borrower represents and warrants that:

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

(b) The Phase II Project is of the type authorized and permitted by the Act. The Borrower assents to the deposit and disposition of the proceeds of the Series 20__ Bonds in the manner specified in the Indenture.

(c) The provision of financial assistance to be made available to it under this Financing Agreement and the Project Agreement from the proceeds of the Series 20__ Bonds, and the commitments therefor made by the Issuer, have induced the Borrower to undertake the Phase II Project and such Phase II Project will preserve, create and/or retain jobs and employment opportunities within the boundaries of the City. Further, the Borrower intends to operate the Phase II Project, as an economic development facility under the Act, until the expiration or earlier termination of this Financing Agreement as provided herein.

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

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

(f) The execution and delivery by the Borrower of the Project Agreement or this Financing Agreement does not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(g) This Financing Agreement has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of this Financing Agreement is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

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

(i) The Borrower reaffirms its representations and covenants made in the Project Agreement.

(j) The Borrower represents that it shall comply with the reporting and compliance requirements of the City for the purpose of verifying the Borrower's compliance with the provisions and representations made herein and in the Project Agreement. The Borrower shall provide a report to the Issuer within thirty (30) days following the end of each year the Series 20__ Bonds are outstanding specifying the Borrower's compliance with the provisions herein and in the Project Agreement.

(k) All representations, warranties and covenants and any obligations of the Borrower in this Financing Agreement shall expire upon repayment of the Series 20__ Bonds.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE ISSUER AND COMPANY

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, other than the rights of the Issuer to execute and deliver supplements and amendments to this Financing Agreement pursuant to Section 6.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 4.1(c) hereof as well as those rights granted to the Issuer under Section 3.5 hereof and Section 6.7 of the Indenture.

Section 3.2. Payment of Principal and Interest; Payment of Pledged TIF Revenues.

(a) In accordance with the Indenture, the Series 20__ Bonds are payable solely and only from (i) proceeds of the Series 20__ Bonds through and including February 1, 2028, (ii) the Pledged TIF Revenues, (iii) the Taxpayer Direct Payments, and (iv) to the extent such sources are insufficient, from the repayment of the loan made hereunder to the Borrower. The Borrower covenants to repay the loan in amounts sufficient to pay all debt service due on the Series 20__ Bonds plus Annual Fees, to the extent that Pledged TIF Revenues and Taxpayer Direct Payments from the Borrower are insufficient for such purposes.

(b) Pursuant to Section 4.5 of the Indenture, the Issuer shall transfer on or before each January 5 and July 5 of each year, commencing July 5, 20__, the Pledged TIF Revenues, the Taxpayer Direct Payments and any repayments of the loan made hereunder to the Bond Fund under the Indenture, but no more than shall be necessary for the payment of the principal of and interest on the Series 20__ Bonds due on the immediately succeeding February 1 or August 1 of each year (taking into consideration any amounts currently deposited therein), together with Annual Fees coming due within the next six months. The balance of any Pledged TIF Revenues in excess of such requirements of the Bond Fund shall be deposited into the Surplus Fund and applied in according with Section 4.3 of the Indenture.

(c) The balance of any Pledged TIF Revenues in excess of such requirements of the Bond Fund shall be deposited into the Surplus Fund (as defined in the Indenture). At the direction of the Issuer, moneys in the Surplus Fund shall, without further authorization, be used for any purpose permitted by law.

(d) The Issuer covenants that it will not issue any other bonds or incur any other obligations payable in whole or in part from the Pledged TIF Revenues without the prior written consent of the Purchaser and the Taxpayer.

Section 3.3. Maintenance of Existence. The Borrower agrees that it will maintain its existence as a limited liability company and will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it; *provided, however*, that the foregoing provisions of this Section shall not apply, and the Borrower shall not have any such obligations in the event of: (a)(i) the sale or transfer of all of the ownership interests in the Borrower or of all

or substantially all of the assets of the Borrower for which the costs of construction or equipping are being financed with the Net Proceeds, or a merger, consolidation, reorganization or spin-off involving the Borrower or such assets, either alone or in conjunction with other assets, so long as the surviving, resulting or transferee entity, as the case may be, assumes in writing all of the obligations of the Borrower under this Financing Agreement and the Project Agreement; or (ii) the Issuer having provided the Borrower with its prior written consent to any such proposed transaction, which consent shall not be unreasonably withheld, or (b) the occurrence of any transaction described in Section 7.4(b) of this Financing Agreement.

In the event that the Borrower assigns its obligations under this Financing Agreement and the Project Agreement in accordance with the respective terms hereof and thereof, and is no longer the Taxpayer under the Taxpayer Agreement, the Borrower shall provide the Trustee with the successor Taxpayer's contact information.

Section 3.4. Event of Default; Notice; Termination. The Borrower agrees to perform all material obligations required by this Financing Agreement and the Project Agreement to be performed by the Borrower and to comply with all material provisions of this Financing Agreement and the Project Agreement applicable to the Borrower, in each case to the extent that a failure to so perform or comply is expressly provided to be an "Event of Default" by the Borrower or, with the passage of time or the giving of notice, or both, would constitute an "Event of Default" on the part of the Borrower under this Financing Agreement or the Project Agreement. Upon an Event of Default, the Issuer shall provide the Series 20__ Borrower with notice of such Event of Default and the Borrower shall have thirty (30) days to cure such Event of Default. Should the Borrower fail to remedy an Event of Default that is satisfactory to the Issuer, the Issuer may terminate this Financing Agreement and direct the Trustee under the Indenture to withhold any distribution of the Net Proceeds of the Series 20__ Bonds to the Borrower under the Indenture or take such other action as provided within the Indenture or the Project Agreement.

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

- (a) Violation by the Borrower of any agreement or condition of this Financing Agreement;
- (b) Violation of any contract, agreement or restriction by the Borrower relating to the Phase II Project, or a part thereof;
- (c) Violation of any law, ordinance or regulation by the Borrower in connection with the Phase II Project, or a part thereof;
- (d) Any act, failure to act or material misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees; and

(e) The provision of any information or certification furnished by the Borrower to the Bondholders in connection with the issuance and sale of the Series 20__ Bonds or the Phase II Project which is materially misleading or false.

The Borrower hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee for so long as the Series 20__ Bonds are outstanding.

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

Section 3.6. Payment of Bond Issuance Costs of Bonds, Other Fees and Expenses. The Borrower hereby covenants and agrees to pay all Bond Issuance Costs and any related transactional costs, fees or expenses incurred by the Issuer in connection with the issuance of the Series 20__ Bonds, including legal, municipal advisory and/or accounting fees, charges and expenses, Trustee and other fiduciary fees and expenses, and Issuer fees and expenses, all of which are obligations of the Borrower; *provided, however*, pursuant to the terms of the Project Agreement, the Borrower shall have the right to pay such amounts from the proceeds of the sale of the Series 20__ Bonds.

Section 3.7. Completion and Use of Facilities.

(a) The Borrower agrees that it has or will, on or before December 31, 2026, make, execute, acknowledge and deliver (or cause to be made, executed, acknowledged and delivered) any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power which may be requisite or proper, for the substantial completion (as certified by the Borrower) of the acquisition, construction, expansion, equipping and improvement of the Facilities in substantial compliance with the Plans and Specifications and, upon subsequent completion of the Facilities, the Borrower will operate and maintain the Facilities in such manner as reasonably possible so as to conform with all applicable and material zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

(b) The Issuer shall deposit all proceeds from the sale of the Series 20__ Bonds in the manner specified in Article III of the Indenture, and the Issuer shall maintain such proceeds and funds in the manner specified in Article IV of the Indenture. Under the Indenture, the Trustee, on behalf of the Issuer, is authorized and will be directed from time to time to make payments

from the Construction Account to pay for costs of the Facilities approved by the Issuer, or to reimburse Borrower for any costs of the Facilities approved by the Issuer, with any such disbursements to be made in accordance with the terms and conditions of the Indenture, this Financing Agreement, and the Project Agreement. The Borrower shall submit Disbursement Requests in accordance with the terms and conditions of the Project Agreement, and the Issuer agrees to direct such requisitions to the Trustee as may be necessary to effect payments out of the Construction Account for costs of the Facilities approved by the Issuer, all in accordance with Section 4.4(c) of the Indenture, this Financing Agreement and any such terms or conditions set forth in the Project Agreement.

(c) Any moneys remaining in the Construction Account after completion of the Facilities shall be transferred and applied in the manner provided in Section 4.4 of the Indenture.

(d) The Borrower hereby acknowledges receipt of a copy of the Indenture.

Section 3.8. Other Amounts Payable by the Borrower. The Borrower covenants and agrees to pay the following, to the extent that such expenses are not included in the Series 20__ Bonds:

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

(b) An amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer under this Financing Agreement and in connection with the performance of its obligations under this Financing Agreement, the Project Agreement or the Indenture.

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

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

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

(End of Article III)

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. Events of Default.

(a) Each of the following events is hereby declared an “event of default,” that is to say, if:

(i) Failure of the Borrower to pay any amount payable on the loan pursuant to Section 3.2(a) hereof when the same is due and payable; or

(ii) Failure of the Borrower to perform any non-payment related covenant, condition or provision hereof and to remedy such default within thirty (30) days after written notice thereof from the Trustee to the Borrower; provided that, if the failure is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the Borrower to remedy the failure, so long as the Borrower: (A) commences to remedy the failure within the 30-day period; and (B) diligently pursues such remedy to completion; or

(iii) Any event of default as defined in the Taxpayer Agreement or in Section 17 of the Project Agreement shall occur and be continuing.

(b) During the occurrence and continuance of any Event of Default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, and in addition to the rights retained by the Issuer as provided in Section 4.1(c) hereof, on behalf of any unpaid Bondholders shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided. The Trustee, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder. If after any Event of Default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, the Borrower will have completely cured such Event of Default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such Event of Default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

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

Section 4.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or Issuer is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 4.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee or Issuer to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee and Issuer may be exercised from time to time and as often as may be deemed expedient by the Trustee or Issuer, as the case may be.

(End of Article IV)

ARTICLE V

IMMUNITY

Section 5.1. Extent of Covenants of Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Series 20__ Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Series 20__ Bonds, the Indenture, the Project Agreement or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Series 20__ Bonds.

Section 5.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the Pledged TIF Revenues, the Taxpayer Direct Payments and any repayments of the loan made hereunder and as otherwise provided under the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article V)

ARTICLE VI

AMENDMENTS TO THIS FINANCING AGREEMENT

Section 6.1. Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VI)

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.

Section 7.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 7.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The Issuer, the Borrower and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Carmel, Indiana
 Attention: Mayor
 One Civic Square
 Carmel, IN 46032

To the Borrower: _____
 Attention: _____

 _____, IN _____

with a copy to:

Attention: _____

_____, IN _____

To the Trustee: _____
 Attention: Corporate Trust Department

Indianapolis, IN 46204

Section 7.4. Successors and Assigns.

(a) Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

(b) The Borrower may assign this Financing Agreement or any of its rights or obligations under this Financing Agreement (i) to one or more of the Borrower Parties, (ii) to their successors and assigns, (iii) to one or more entities acquiring all of the ownership interests of the Borrower or (either alone or as part of the acquisition of other assets of the Borrower) all or substantially all of the assets for which the costs of construction or equipping are being financed with the proceeds of the sale of the Series 20__ Bonds, or (iv) in connection with a merger, consolidation, reorganization or spin-off involving the Borrower or such assets, either alone or in connection with other assets; *provided, however*, the surviving, resulting or transferee entity to whom this Financing Agreement is assigned, as the case may be, shall undertake to assume severally, but not jointly and severally, all of the Borrower's obligations under this Financing Agreement and the Project Agreement.

Section 7.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 7.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article VII)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Financing and Loan Agreement to be executed in their respective names as of the date first above written.

“THE BORROWER”

NORTH END APARTMENTS, LLC
an Indiana limited liability company

By: North End Holdings, LLC,
a Delaware limited liability company,
its Manager

By: _____
_____, Manager

“THE ISSUER”

CITY OF CARMEL, INDIANA

Sue Finkam, Mayor

Attest:

Jacob Quinn, Clerk

*[SIGNATURE PAGE OF THE FINANCING AND LOAN AGREEMENT BETWEEN
NORTH END APARTMENTS, LLC AND THE CITY OF CARMEL, INDIANA]*

TRUST INDENTURE

BETWEEN

CITY OF CARMEL, INDIANA

AND

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

[\$XX,XXX,XXX]

**CITY OF CARMEL, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 20____
(NORTH END PHASE II PROJECT [– FEDERALLY TAXABLE])**

Dated as of _____ 1, 20____

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the ____ day of _____, 20____, by and between the CITY OF CARMEL, INDIANA (“Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana and [TRUSTEE], a [national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America with its Indiana corporate trust office in the City of Indianapolis, Indiana], as Trustee (“Trustee”);

WITNESSETH:

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

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced [*Company or an affiliate thereof*] (the “Company”), to proceed with the construction of the projects described in Exhibit A attached hereto (collectively, the “Phase II Projects”) in the jurisdiction of the Issuer by offering to issue its Economic Development Tax Increment Revenue Bonds, Series 20____ (North End Phase II Project [- Federally Taxable]) in the aggregate principal amount of \$[XX,XXX,XXX] (“Series 20__ Bonds”) pursuant to this Trust Indenture and to provide the proceeds thereof to the Company pursuant to the Financing Agreement, dated as of _____ 1, 20____ (“Financing Agreement”) for the purpose of paying certain costs of the Phase II Project[, including capitalized interest on the Series 20__ Bonds]; and

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

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

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

WHEREAS, the execution and delivery of this Trust Indenture (“Indenture”), and the issuance of the Series 20__ Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer (the “Ordinance”); and

WHEREAS, Indiana Code, Title 36, Article 7, Chapter 14 provides that a redevelopment commission of the Issuer may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Series 20__ Bonds; and

WHEREAS, the Carmel Redevelopment Commission has, by resolution, irrevocably dedicated and pledged to the Issuer the Pledged TIF Revenues (as hereinafter defined) to pay the Series 20__ Bonds; and

WHEREAS, the Series 20__ Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 20__ Bond)

R - __

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF CARMEL, INDIANA

ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BOND, SERIES 20__
(NORTH END PHASE II PROJECT [- FEDERALLY TAXABLE])

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

REGISTERED OWNER: _____

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

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

The unpaid principal amount of this Series 20__ Bond shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit B hereto. The aggregate amount of advances made under

this Series 20__ Bond may not exceed \$[XX,XXX,XXX], and the final advance may not occur after February 1, 20__. The principal amounts advanced shall be evidenced by the execution by the Controller of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner.

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

The principal and premium, if any, of this Series 20__ Bond are payable at the corporate trust operations office of [Trustee], as Trustee, in the Indianapolis, Indiana, or at the principal office of any successor trustee or paying agent, or, if payment is made to a depository, by wire transfer of immediately available funds on the payment date. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or, if payment is made to a depository, by wire transfer of immediately available funds on the Interest Payment Date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time). [This Series 20__ Bond only needs to be presented for payment of principal and premium upon redemption in full or final maturity.]

This Series 20__ Bond is the only one of the Issuer's Economic Development Tax Increment Revenue Bonds, Series 20____ (North End Phase II Project [- Federally Taxable]) (hereinbefore and hereinafter the "Series 20__ Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of \$[XX,XXX,XXX]. The Series 20__ Bonds are being issued for the purpose of providing funds to finance the construction of certain infrastructure and related improvements ("Projects") located in or directly serving and benefiting the Old Town Economic Development Area in the City of Carmel, Indiana, to be constructed by [Old Town Companies, L.L.C.] ("Company"), by providing such funds to the Company pursuant to the Financing Agreement dated as of _____ 1, 20__ ("Financing Agreement") between the Company and the Issuer. Except as otherwise provided in Section 2.2 of the Indenture, each Series 20__ Bond will be payable on parity with all other Series 20__ Bonds.

The Series 20__ Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 201__ ("Indenture") duly executed and delivered by the Issuer to [Trustee], as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which Indenture, the Trust Estate including the Pledged TIF Revenues (each as defined in the Indenture) and all rights of the Issuer under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain

discretionary acts as set forth in the Financing Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Series 20__ Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS SERIES 20__ BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 20__ BOND AND ACKNOWLEDGES THAT:

1. It is an “accredited investor” (as defined in Rule 501(a)(8) under the Securities Act of 1933, as amended (“1933 Act”)), purchasing bonds for its own account, and it is acquiring the Series 20__ Bonds for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the 1933 Act. It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of its investment in the Series 20__ Bonds, and it, and any investor accounts for which it is acting are able to bear the economic risk of their or its investment for an indefinite period of time. It confirms that neither the Issuer nor any person acting on its behalf has offered to sell the Series 20__ Bonds by, and that it has not been made aware of the offering of the Series 20__ Bonds by, any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or a broadcast over television or radio.

2. It is familiar with the Issuer and the Company; it has received such information concerning the Issuer and the Company, the Series 20__ Bonds and the Trust Estate including the Pledged TIF Revenues (as defined in the Indenture), as it deems to be necessary in connection with investment in the Series 20__ Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Series 20__ Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer and the Company concerning the terms and conditions of the Series 20__ Bonds, the tax status of the Series 20__ Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer and the Company possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP or Baker Tilly Municipal Advisors, LLC for information concerning the financial status of the Issuer and the Company or the ability of the Issuer and the Company to honor their respective financial obligations or other covenants under the Series 20__ Bonds, the Indenture or the Financing Agreement. It understands that the projection of Pledged TIF Revenues prepared in connection with the issuance of the Series 20__ Bonds has been based on estimates of the investment in real property provided by the Company.

3. It is acquiring the Series 20__ Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 20__ Bonds to an entity that is not an accredited investor without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

4. It understands that the Series 20__ Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold to an entity that is not an accredited investor without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Series 20__ Bonds to an entity that is not an accredited investor only if the

Trustee shall first have received (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts, or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer, or (iii) a certificate stating that it reasonably believes that the transferee is a “Qualified Institutional Buyer” within the meaning of Section (a) of Rule 144A (“Rule 144A”) promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Series 20__ Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 20__ Bonds.

5. It understands that the sale or transfer of the Series 20__ Bonds in principal amounts less than \$100,000 to an entity that is not an accredited investor is prohibited other than through a primary offering.

6. It has investigated the security for the Series 20__ Bonds, including the availability of the Trust Estate including the Pledged TIF Revenues to its satisfaction, and it understands that the Series 20__ Bonds are payable from the available Trust Estate including the Pledged TIF Revenues. It further understands that the Issuer does not have the power or the authority to levy a tax to pay the principal of or interest on the Series 20__ Bonds.

7. [It understands that the interest on the Series 20__ Bonds is taxable for federal income tax purposes.]

It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein (such Additional Bonds and the Series 20__ Bonds are hereinafter collectively referred to as the “Bonds”). Reference is made to the Indenture and to all indentures supplemental thereto and to the Financing Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Series 20__ Bond assents.

The Series 20__ Bonds are issuable in registered form without coupons in the denominations of \$100,000 and any \$1.00 integral multiples thereafter. The sale or transfer of this Series 20__ Bond in principal amounts of less than \$100,000 is prohibited to an entity that is not an accredited investor other than through a primary offering. This Series 20__ Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the corporate trust operations office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 20__ Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes

and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

If sufficient funds are on deposit in the Bond Fund, the Series 20__ Bonds shall be subject to redemption prior to maturity at the option of the Issuer on any date, upon thirty (30) days' notice, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities on any date, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the date fixed for redemption.

If any of the Series 20__ Bonds are called for redemption as aforesaid, notice thereof identifying the Series 20__ Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 20__ Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 20__ Bond, shall not affect the validity of any proceedings for the redemption of other Series 20__ Bonds.

All Series 20__ Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 20__ Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Series 20__ Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 20__ Bond or Series 20__ Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

The Series 20__ Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 20__ Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the Pledged TIF Revenues pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 20__ Bond. The Series 20__ Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 20__ Bonds. No covenant or agreement contained in the Series 20__ Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Carmel Economic Development Commission ("Commission"), the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the

Issuer in his or her individual capacity, and neither the Redevelopment Commission, Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer executing the Series 20__ Bonds shall be liable personally on the Series 20__ Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__ Bonds.

The holder of this Series 20__ Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer's obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Series 20__ Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 20__ Bond have been duly authorized by the Issuer.

This Series 20__ Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Carmel, Indiana, in Hamilton County, has caused this Series 20__ Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk all as of the Original Date.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 20__ Bond is one of the Series 20__ Bonds described in the within mentioned Trust Indenture.

[TRUSTEE], Trustee

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within Series 20__ Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 20__ Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 20__ Bond in every particular, without alteration or enlargement or any change whatever.

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

TEN. COM. as tenants in common

TEN. ENT. as tenants by the entireties

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

UNIF. TRANS.

MIN. ACT _____ Custodian _____
 (Cust.) (Minor)
 under Uniform Transfers to Minors Act of

 (State)

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

Exhibit A

Maturity Date Amount

Exhibit B

**SCHEDULE OF OUTSTANDING BALANCE OF
 CITY OF CARMEL, INDIANA ECONOMIC DEVELOPMENT
 TAX INCREMENT REVENUE BOND, SERIES 20__
 (NORTH END PHASE II PROJECT [– FEDERALLY TAXABLE])**

<u>Date</u>	<u>Amount Advance</u>	<u>Amount of Payment</u>	<u>Outstanding Balance</u>	<u>Acknowledgment of City</u>	<u>Acknowledgment of Trustee</u>
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(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under

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

GRANTING CLAUSE

All right, title and interest of the Issuer in and to the Pledged TIF Revenues, subject to Section 7.2(b) hereof (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument), the Financing Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

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

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

ARTICLE I.

DEFINITIONS

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

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

"Annual Fees" means annual Trustee Fees and any other ongoing fees relating to payment of debt service on the Series 20__ Bonds.

"Area" means the Old Town Economic Development Area as such area may be expanded from time to time.

“Allocation Area” means the [Smokey & Monon Phase II Allocation Area] established as an allocation area by the Redevelopment Commission, all in accordance with Indiana Code § 36-7-14-39 for the purposes of capturing the TIF Revenues.

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

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

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

“Company” means [Old Town Companies, L.L.C./ North End Apartments LLC], or its permitted successor or assign, as more fully provided in the Financing Agreement.

“Controller” means the Controller of the City.

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

(i) the “Bond Issuance Costs”, namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Company in connection with the issuance and sale of the Series 20__ Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of bond counsel, fees of the Issuer’s financial advisor, the acceptance fee and first year annual administration fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Company, the fees and disbursements of the Company’s accountants and advisers, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Bonds, the costs of preparing or printing the Series 20__ Bonds and the documentation supporting the issuance of the Series 20__ Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the “Capitalized Interest Costs”, namely a portion of the interest on the Series 20__ Bonds from the date of their original delivery through and including _____ 1, 20__;

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

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

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

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

“Financing Agreement” means the Financing [and Loan] Agreement, dated as of _____ 1, 20____, between the Company and the Issuer and all amendments and supplements thereto.

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

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

“Interest Payment Date” on the Series 20__ Bonds means each February 1 and August 1, commencing _____ 1, 20____.

“Interest Period” has the meaning set forth in the form of Series 20__ Bond set forth in the recitals to this Indenture.

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

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

“Ordinance” means Ordinance D-2719-24 adopted by the Common Council of the Issuer on _____, 20__ authorizing the issuance of the Bonds in or more series in the aggregate principal amount not to exceed \$_____.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(b) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(c) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed

prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

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

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

“Phase II Project” means all or a portion of the Phase II Project, as defined in the Project Agreement.

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

“Pledged TIF Revenues” means ninety percent (90%) of the TIF Revenues, for any given year, received by the Redevelopment Commission, deposited into the Allocation Fund and pledged and assigned to the Issuer in accordance with the terms of the Pledge Resolution. For the avoidance of doubt, the term “Pledged TIF Revenues” used herein shall have the same meaning as “Developer Increment Share” with respect to the “Phase II Project” as such terms are defined and used in the Project Agreement.

“Project Agreement” means the Project Agreement (North End), dated July 8, 2021, as amended by the First Amendment to Project Agreement, dated as of _____, 20__, each of which is by and between the Redevelopment Commission and North End Apartments LLC.

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

“Record Date” means the fifteenth day of the month immediately preceding any Interest Payment Date.

“Redevelopment Commission” means the City of Carmel Redevelopment Commission.

“Requisite Bondholders” means the holders of a majority in aggregate principal amount of Bonds.

“Series 20__ Bonds” means the City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 20____ (North End Phase II Project [- Federally Taxable]) in the aggregate principal amount of \$[XX,XXX,XXX].

“TIF Revenues” means one hundred percent (100%) of all property taxes derived each year from the assessed valuation of real property in the Allocation Area as of each January 1 in excess of the base assessed valuation for the Allocation Area described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of this Indenture, multiplied by the current property tax rate (per \$100 of net assessed value), and deposited into the Allocation Fund.

“Trust Estate” means the funds and accounts, TIF Revenues and other assets described in the Granting Clauses of this Indenture.

“Trustee” means [Trustee], Indianapolis, Indiana, in its capacity as trustee hereunder, the party of the second part hereto, and any successor trustee or co-trustee.

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

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

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

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

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

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

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

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Description of Projects

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 20__ Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 20__ Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.8 hereof) that may be issued is hereby expressly limited to \$[XX,XXX,XXX]. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 20__ Bonds. The Series 20__ Bonds shall be designated “City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 20____ (North End Phase II Project [- Federally Taxable]).” The Series 20__ Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of \$100,000 and any \$1.00 integral multiples thereafter and shall be lettered and numbered R-1 and upward. Interest on the Series 20__ Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date (defined below) next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the main office of the Paying Agent and mailed to such Bondholder on each Interest Payment Date. The “Special Record Date” shall be the date established by the Trustee for the payment of defaulted interest. The Series 20__ Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the Series 20__ Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 20____.

Principal on the Series 20__ Bond shall be advanced from time to time by the Registered Owner upon request of the Issuer. The unpaid principal amount of the Series 20__ Bond shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit B to the Series 20__ Bond. The aggregate amount of advances made under this Series 20__ Bond may not exceed \$[XX,XXX,XXX], and the final advance of principal shall occur no later than February 1, 20____. The principal amounts advanced shall be evidenced by the execution by the Controller of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner and provided to the Trustee.

The Series 20__ Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 20__ Bonds shall be in default, Series 20__ Bonds issued in exchange for Series 20__

Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 20__ Bonds or, if no interest has been paid on the Series 20__ Bonds, from the date of issuance and delivery of the Series 20__ Bonds. Series 20__ Bonds authenticated on or prior to _____ 15, 201__ shall bear interest from the date of delivery of the Series 20__ Bonds.

The Series 20__ Bonds shall mature on the dates set forth below, beginning on _____ 1, 20__, and ending on _____ 1, 20__, in the amounts set forth below at the interest rate of _____ % per annum:

<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
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Section 2.3. Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The final payments on the Series 20__ Bonds shall be payable at the designated corporate trust operations office of the Trustee. All other payments on the Series 20__ Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Series 20__ Bonds by check mailed to the registered owner thereof as shown on the registration books of the Trustee, or, if payment is made to a depository, by wire transfer of immediately available funds on the interest payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall be instructed to wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City time).

Section 2.4. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Clerk and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Bonds. If any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

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

Section 2.5. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee’s certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.7. Delivery of Series 20__ Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 20__ Bonds in the aggregate principal amount of \$[XX,XXX,XXX]. The Trustee shall authenticate such Series 20__ Bonds and deliver them to the purchasers thereof upon receipt of:

- (i) A copy, duly certified by the Clerk of the Issuer, of the Ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Series 20__ Bonds.
- (ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the Pledge Resolution adopted and approved by the Redevelopment Commission pledging the Pledged TIF Revenues to the payment of the Series 20__ Bonds.
- (iii) Executed counterparts of the Financing Agreement and Indenture.
- (iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 20__ Bonds in the principal amount of \$[XX,XXX,XXX] to the purchasers thereof.
- (v) Such other documents as shall be required by the Requisite Bondholders.

The proceeds of the Series 20__ Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds payable from the Pledged TIF Revenues in addition to the Series 20__ Bonds (“Additional Bonds”), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding entirely one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, (ii) advance refunding entirely one or more series of Bonds outstanding hereunder, regardless of whether such Bonds may otherwise be refunded, if the same is then permitted by law by depositing with the Trustee, in trust for the sole benefit of such series of Bonds, cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) in a principal amount which will, together with the income or increment to accrue thereon, be sufficient to pay and redeem (when redeemable) and discharge such series of Bonds at or before their respective maturity dates, and (iii) financing the cost or estimated cost incurred or to be incurred by the Company in completing the Phase II Project or acquiring and/or constructing additional improvements, but not otherwise, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

- (i) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof and providing for the disposition of the proceeds of the sale thereof.
- (ii) The supplement or amendment to the Financing Agreement and the other instruments, documents, certificates, and opinions referred to in Section 6.1 of the Financing Agreement.
- (iii) A copy, duly certified by the Clerk of the Issuer, of the Ordinance, and, if necessary, any amendments or supplements theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Financing Agreement and the issuance of such Additional Bonds.
- (iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.
- (v) Satisfaction of the provisions of the Pledge Resolution for the issuance of Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds. Notwithstanding anything in this Indenture or the Bonds to the contrary, no Additional Bonds shall be issued under this Indenture without the prior consent of the Requisite Bondholders and the Company.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond. The Trustee shall not be required to transfer or exchange any fully registered Bond during the period between the Record Date and any interest payment date of such Bond, nor to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 20__ BONDS PROCEEDS

Section 3.1. Deposit of Funds. The initial amount of principal drawn on the Series 20__ Bonds at closing shall be in the amount of \$_____, of which \$_____ shall be deposited with the Trustee in the Bond Interest Account of the Construction Fund and be used to pay Capitalized Interest Costs, and \$_____ shall be deposited with the Trustee in the Construction Account of the Construction Fund and used to pay Costs of Construction, including the Bond Issuance Costs set forth in Exhibit B which the Trustee is hereby authorized to pay. The Issuer shall deposit with Trustee in the Construction Fund all remaining draws of principal on the Series 20__ Bonds which shall be disbursed as provided in Section 4.4. The deposit of the proceeds of any Additional Bonds shall be as set forth in a supplement to this Indenture in connection with the issuance of such series of Additional Bonds.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the Bond Fund, as and when received, (a) TIF Revenues in an amount not to exceed the payments due on the Series 20__ Bonds on the next February 1 or August 1 plus Annual Fees coming due in the following six months; (b) proceeds of the Series 20__ Bonds to be used to pay interest thereon; (c) any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to Section 4.4 of the Indenture, and any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 20__ Bonds; and (d) all interest and other income derived from investments of Bond Fund moneys as provided herein. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, all revenues and receipts derived from the Pledged TIF Revenues promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Pledged TIF Revenues.

The Controller of the Issuer shall set aside immediately upon receipt the Pledged TIF Revenues into the Issuer's Allocation Fund as created by IC 36-7-14 and transfer the Pledged TIF Revenues to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit the Pledged TIF Revenues into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.5.

Moneys in the Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due. Any Pledged TIF Revenues not needed to pay debt service on the Series 20__ Bonds on the next February 1 or August 1, plus any Annual Fees coming due in the following six months, shall be transferred to the Surplus Fund.

Section 4.3. Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the “Surplus Fund.” Money in the Surplus Fund shall be applied as provided in this Section 4.3.

The Trustee shall deposit in the Surplus Fund, as and when received, all Pledged TIF Revenues in excess of payments due on the Series 20__ Bonds on the next February 1 or August 1, plus any Annual Fees coming due in the following six months, as provided in Section 4.2. At the written direction of the Issuer, Pledged TIF Revenues in the Surplus Fund shall, without further authorization, be used for any other purpose permitted by law.

Section 4.4. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the Construction Account and the bond Interest Account. The Bond Interest Account shall be used to pay Capitalized Interest Costs, and the Construction Account shall be used to pay Costs of Construction (other than Capitalized Interest Costs, except to the extent moneys in the Bond Interest Account are insufficient to pay Capitalized Interest Costs when due).

(a) Bond Issuance Costs of the Series 20__ Bonds (other than those identified in Exhibit B hereto, for which the execution of this Indenture provides authorization to the Trustee to pay) shall only be paid or reimbursed upon submission of a requisition signed by the Issuer and the Company.

(b) Except as set forth in subparagraph (a) of this Section 4.4, moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Company to pay or reimburse costs of issuance of the Series 20__ Bonds and to or upon the order of the Company in order to pay, or as reimbursement to the Company for payment made, for the Costs of Construction, upon receipt by the Trustee of the written request signed by the Authorized Representative of the Company:

(1) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Phase II Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Costs of Construction of the Phase II Project;

(2) stating that the amount paid or to be paid, as set forth in such written request, is reasonable and represents a part of the amount payable for the Costs of Construction of the Phase II Project all in accordance with the cost budget; and that such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(3) stating that no part of the said costs was included in any written request previously filed with the Trustee under the provisions hereof;

(4) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act; and

(5) stating a recap of vendors and the amount paid .

(c) The Trustee shall rely fully on any such request delivered pursuant to this Section and shall not be required to make any investigation in connection therewith.

(d) The Issuer shall deliver to the Trustee within fifteen (15) days of completion of the Phase II Project, in addition to the items required by (b) above, a certificate of its Authorized Representative of the Company:

(i) stating the date that the Phase II Project was completed; and

(ii) stating that it has made such investigation of such sources of information as are deemed by him to be necessary, including pertinent records of the Issuer, and is of the opinion that the Phase II Project has been fully paid for, and that no claim or claims exist against the Issuer or against the properties of either out of which a lien based on furnishing labor or material for the Phase II Project exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen if the Company intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that it shall be stated that funds are on deposit in the Construction Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

If such certificate shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the Issuer and the Trustee a certificate of the Company when and as such claim or claims shall have been fully paid.

If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of subparagraph (b) of this Section 4.4 and after receipt of the statement mentioned in subparagraph (d)(i) and (ii) of this Section 4.4, there shall remain any balance of moneys in the Construction Fund, Trustee shall transfer all moneys then in the Construction Fund (except any disputed claims described in the completion certificate required in Section 4.3(d) hereof) to the Bond Fund. The Trustee, as directed in writing by the Issuer, shall use any amount transferred to the Bond Fund to prepay the Series 20__ Bonds at the earliest redemption date.

Section 4.5. TIF Revenues. On or before each January 15 and July 15, commencing _____ 15, 20____, the Issuer shall transfer to the Trustee, for deposit into the Bond Fund and the Surplus Fund, the Pledged TIF Revenues for the payment of the Series 20__ Bonds. The balance of any Pledged TIF Revenues in excess of such requirements of the Bond Fund shall be deposited into the Surplus Fund.

Section 4.6. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject

to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.7. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 20__ BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices.

(a) The Series 20__ Bonds are subject to optional redemption by the Issuer, prior to maturity, on any date, in whole or in part, in such order of maturity as the Issuer shall direct and within maturities, at face value, without premium, plus in each case accrued interest to the date fixed for redemption.

Section 5.2. Notice of Redemption. In the case of redemption of Series 20__ Bonds pursuant to Section 5.1(a) hereof, notice of the call for any such redemption identifying the Series 20__ Bonds, or portions of fully registered Series 20__ Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 20__ Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, and, in the event of a partial redemption the Series 20__ Bond numbers and called amounts of each Series 20__ Bond, the redemption date, principal amount, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 20__ Bond shall not affect the validity of any proceedings for the redemption of other Series 20__ Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 20__ Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All Bonds which have been redeemed in whole shall be canceled or otherwise destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable record retention requirements and shall not be reissued.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.8 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Series 20__ Bonds at the time outstanding are to be called for redemption, the maturities of Series 20__ Bonds or portions thereof to be redeemed shall be selected by the Trustee at the written direction of the

Company. If fewer than all of the Series 20__ Bonds within a maturity are to be redeemed, the Trustee shall select in such equitable manner as the Trustee may determine, the Series 20__ Bonds or portions of Series 20__ Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 20__ Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 20__ Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$100,000 and any \$1 integral multiples thereafter.

If less than the entire principal amount of any registered Series 20__ Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the owner of such registered Series 20__ Bond shall surrender such Series 20__ Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 20__ Bond or Series 20__ Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 20__ Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Trust Estate including the Pledged TIF Revenues which are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the Trust Estate including the Pledged TIF Revenues pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Commission, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge the Pledged TIF Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer covenants that it will defend its interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Financing Agreement.

Section 6.4. Filing of Indenture, Financing Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Company, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments (other than continuation statements, which, if applicable, will be filed by the Trustee) as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.5. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Phase II Project and the revenues derived from the Phase II Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.6. List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Financing Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Financing Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.9 of the Financing Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for

redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for four (4) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an “event of default,” that is to say, if:

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable, unless the Requisite Bondholders shall have consented thereto, however, if the Issuer is unable to pay to the Trustee any or sufficient TIF Revenues with which to make payment to the Bondholders, it shall not constitute an Event of Default; or; or

(b) any event of default as defined in Section 4.1 of the Financing Agreement shall occur and be continuing, unless the Requisite Bondholders shall have consented thereto; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected TIF Revenues as required by Article IV of this Indenture.

Section 7.2. Acceleration; Termination of TIF Revenue Pledge.

(a) Upon the happening of any event of default specified in clause (a), (b) or (c) of Section 7.1 and the continuance of the same for the period, if any, specified in that Section, and with the prior consent of Requisite Bondholders, the Trustee, by notice in writing delivered to the Issuer and the Company may declare the entire unpaid principal amount of the Bonds then outstanding, and the interest accrued thereon, to be immediately due and payable. The Issuer’s obligation to pay TIF Revenues shall not be subject to acceleration.

(b) Upon the happening of any event of default specified in clause (a), (b) or (c) of Section 7.1 and the continuance of the same for the period, if any, specified in that Section, and notwithstanding Section 7.4 hereof, the pledge of the Pledged TIF Revenues to the payment of the Bonds shall immediately terminate and be of no further force and effect, the Pledged TIF Revenues shall no longer be deemed part of the Trust Estate under this Indenture, the Issuer shall have no further obligation to make any transfers of TIF Revenues to the Trustee under Section 4.2 or Section 4.4 hereof, and the Bonds will be deemed defeased and paid in full, without any action of the Trustee or Bondholders.

Section 7.3. Remedies; Rights of Bondholders.

(i) If an event of default occurs, with the consent of Requisite Bondholders, the Trustee may pursue any available remedy by suit at law or in equity to

enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Company under the Financing Agreement.

- (ii) Upon the occurrence of an event of default, if directed to do so by the Requisite Bondholders and if indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.
- (iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.
- (iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.
- (v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, except as provided in Section 7.2(b) hereof, the Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. Notwithstanding anything herein to the contrary, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as part of the Trust Estate shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

- (a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Company or its successors or assigns, upon the written request of the Company or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct, except for any remaining TIF Revenues which shall be paid to the Redevelopment Commission.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds. However, the Trustee may only act with the consent and direction of the Requisite Bondholders.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. At the direction of the Requisite Bondholders, the Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest

exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon the terms and conditions set forth herein, and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, to which the Trustee has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such prudent person's own affairs in exercising any rights or remedies or performing any of its duties hereunder. The Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to the opinion and advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any financing statements (other than continuation statements, if applicable) in connection therewith, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value, condition or title of the property herein conveyed or otherwise as to the maintenance of the security hereof or as to the validity or sufficiency of this Indenture or of the Bonds; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Financing Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds, or the proceeds thereof, authenticated by it or the Paying Agent or delivered hereunder or for any money paid to or upon the order of the City under any provision of this Indenture or of the Financing Agreement. The Trustee, in its individual or any other capacity, may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee may rely and shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to fully inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including without limitation attorney's fees and expenses) and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds

(o) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail or other similar unsecured electronic methods, provided, however, that the Issuer and the Company shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer and the Company elect to give the Trustee e-mail instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to

the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore. The Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds.

Section 8.3. Notice to Bondholders if Default Occurs. If an Event of Default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an Event of Default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the Company and the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee, unless such Event of Default has been cured or waived; provided, however, that the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notices is in the interests of the Bondholders.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(1), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by first class mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the Requisite Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor and thereupon the duties and obligations of the predecessor shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon approval by the Issuer of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by the Issuer, and the payment of the fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder,

together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed "Paying Agent" under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 30 days' written notice to the Issuer, the Company and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least \$100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. With the prior consent of the Company, the Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional security, revenues, properties or collateral;
or
- (d) To make any other change in this Indenture which, in the judgment of the Trustee, who may rely on the advice and opinion of counsel, is not to the material prejudice of the Trustee, the Company, the Issuer or the holders of the Bonds; or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that no such supplemental indenture may be entered into without the prior consent of the Company; and provided further that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or, except for the lien of Parity Obligations (including Additional Bonds), on a parity with the lien of this Indenture without the consent of the holders of all the

Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 20__ Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.1. Amendments, etc. to Financing Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee (who may rely upon the advice and opinion of counsel), is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc. to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, as conclusive evidence that any such proposed amendment complies with the provisions of this Indenture and Financing Agreement, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such amendment.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the Financing Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Company any moneys and investments in all Funds established hereunder when

- (a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;
- (b) the Issuer and the Company shall have performed all of their covenants and promises in the Financing Agreement and in this Indenture; and
- (c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory

to the Trustee irrevocable instructions to notify, as soon as practicable, the owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Series 20__ Bonds. If the owner of any Series 20__ Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 20__ Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 20__ Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Financing Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust Company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust Company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust Company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any

other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below; however, notices to the Trustee shall be deemed given upon receipt by the Trustee. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 7.3 of the Financing Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

(End of Article XI)

IN WITNESS WHEREOF, the City of Carmel, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and to evidence its acceptance of the trusts hereby created, [Trustee], in Indianapolis, Indiana has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Clerk

[TRUSTEE], as Trustee

By: _____
(Written Signature)

(Printed Signature)

EXHIBIT A

DESCRIPTION OF THE PROJECTS

All or any portion of the design and construction of infrastructure and site improvements, including, but not limited to, storm water improvements, utilities relocation, road improvements and/or structured parking costs, which will be located in, serving or benefitting the [Smokey & Monon Phase II Allocation Area] within the Old Town Economic Development Area and will support the development of a proposed mixed-use project consisting of parking and residential uses to be undertaken by the Company.

EXHIBIT B
COSTS OF ISSUANCE

RESOLUTION CC-05-05-25-01

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
RECOMMENDING CONSIDERATION OF AN AMENDMENT TO THE UNIFIED
DEVELOPMENT ORDINANCE FOR THE CITY AND REFERRING THE SAME TO
THE CARMEL PLAN COMMISSION FOR RECOMMENDATION**

Synopsis: *This Resolution refers a proposal to amend Articles 2.20, 2.21, and 9.03 of the Carmel Unified Development Ordinance to the Carmel Advisory Plan Commission for public hearing and recommendation to the Common Council.*

WHEREAS, the Common Council of the City of Carmel, Indiana (the “City”) has adopted the *City of Carmel Unified Development Ordinance* (the “UDO”) pursuant to Ind. Code §36-7-4-600 *et seq*; and

WHEREAS, the Common Council desires to amend the UDO in accordance with Ind. Code §36-7-4-602(b) in order to amend UDO Sections relating to Development Plan (“DP”) and Architectural Design, Exterior Lighting, Landscaping and Signage (“ADLS”) application, consideration, and approval processes.

WHEREAS, Ind. Code §36-7-4-607(b) requires any proposal to amend or partially repeal the text of the UDO be referred to the City’s Advisory Plan Commission (the “Commission”) for consideration and recommendation before any final action is taken by the Common Council; and

WHEREAS, upon receiving a proposal for the amendment or repeal of the text of the UDO, the Commission shall, within sixty (60) days, hold a public hearing in accordance with Ind. Code §36-7-4-607(b) and make a recommendation on the proposal not later than sixty (60) days after the Commission holds the public hearing; and

WHEREAS, as required by Ind. Code §36-7-4-607(c) the Commission is required to certify to the Common Council the Commission’s recommendation before final action is taken by the Common Council.

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

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

Section 2. Recommendation and Referral. The Common Council proposes for consideration the amendment to the UDO attached hereto as Exhibit A and refers the same to the Commission for consideration, a public hearing and recommendation before any final action is taken by the Common Council. A form of Notice of Public Hearing is attached hereto as Exhibit B for the Commission’s convenience.

Resolution CC 05-05-25-01

Page One of Two

Section 3. Action by the Common Council. Upon receipt of the recommendation of the Commission, the Common Council shall review and consider adoption of the Amendment.

Section 4. Effectiveness. This Resolution shall take effect immediately upon its passage by the Council and approval of the Mayor and upon such approval shall be transmitted by the Clerk to the Commission.

SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this _____ day of _____, 2025 by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

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 _____, 2025, at _____ .M.

Jacob Quinn, Clerk

Approved by me, Mayor of the City of Carmel, Indiana this _____ day of _____, 2025, at _____ .M.

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Resolution CC 05-05-25-01

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1 **EXHIBIT A**

2 Sponsor(s):

3
4 **ORDINANCE Z-**

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

7
8 *Synopsis: an Ordinance amending UDO Articles 2.20, 2.21 and 9.03 relating to Development*
9 *Plan and Architectural Design, Exterior Lighting, Landscaping and Signage requirements,*
10 *application, consideration, and approval processes.*

11 **WHEREAS**, pursuant to Ind. Code 36-7-4-602 the Common Council is authorized to
12 amend the text of the Unified Development Ordinance (the “UDO”); and

13 **WHEREAS**, the Common Council desires to amend the text of Articles 2.20, 2.21, and
14 9.03 relating to Development Plan (“DP”) and Architectural Design, Exterior Lighting,
15 Landscaping and Signage (“ADLS”) requirements, application, consideration, and approval
16 processes in order to standardize, enhance, simplify, and better define DP and ADLS approvals
17 (the “Proposed Amendment”); and

18 **WHEREAS**, pursuant to Common Council Resolution CC 05-05-25-01, the City’s Plan
19 Commission (the “Commission”) received the Common Council’s proposal to consider and
20 provide a recommendation to the Common Council regarding the Proposed Amendment, and

21 **WHEREAS**, pursuant to Ind. Code 36-7-4-604, the Commission held a public hearing
22 regarding the Proposed Amendment as Docket No. PZ-2025-_____ on _____date_____, after
23 providing public notice thereof as required by law.

24 **NOW, THEREFORE, BE IT ORDAINED** by the Common Council of the City of
25 Carmel, Indiana, that, pursuant to IC 36-7-4-600 et seq. and after Docket No. PZ-2025-_____
26 having received a favorable recommendation from the Commission on Tuesday,_____,
27 2025, it hereby adopts this Ordinance to amend Articles 2.20, 2.21 and 9.03 of the UDO, to read
28 as follows:

29
30 **Section I:** The foregoing recitals are incorporated herein by this reference.

31
32 **Section II:** *Amends B1 District Development Standards of Article 2, Section 2.20 by requiring*
33 *DP approval as follows:*

34 **Development Plan Required**

35 ~~no~~ **yes**

36 **Section III:** *Amends B2 District Development Standards of Article 2, Section 2.21 by requiring*
37 *DP approval as follows:*

38 **Development Plan Required**

39 ~~no~~ **yes**

40 **Section III:** *Amends and Replaces Article 9, Section 9.03(B) through Article 9, Section 9.03(D)*
41 *with the following language:*

42 **B. Development Plan:**

43 **1. Development Requirements**

The Plan Commission shall review a Development Plan application to determine if the Development Plan satisfies the development requirements specified herein, ~~and~~ in the applicable zoning district, ~~and any applicable Overlay district~~. The Plan Commission's review shall include, but not be limited to, the following items:

- a. Compatibility of the development with surrounding land uses
 - i. Consistency with the policies for the district as set forth in the Comprehensive Plan;
 - ii. Surrounding zoning and existing land uses;
 - iii. Compatibility with existing platted residential uses; and
 - iv. Compatibility of proposed project with existing development within the district.
 - v. Potential environmental impacts of the development, including stormwater management, tree preservation, and air, noise, and light pollution.
- b. Availability and coordination of:
 - i. ~~The means and impact of water supply techniques~~Water supply, considering available capacity and potential impacts;
 - ii. ~~The means and impact of sanitary sewers~~Sanitary sewer systems, considering available capacity and potential impacts;
 - iii. ~~On-site and off-site surface and subsurface storm water drainage including calculations~~Stormwater management, including on-site and off-site surface and subsurface drainage, supported by appropriate engineering calculations;
 - iv. Erosion and sediment control measures during construction and post-construction;
 - v. Protection of wetlands, streams, and other water resources, including any necessary permits and mitigation measures; and
 - vi. Other on-site and off-site utilities.
- c. ~~Management of traffic in a manner that creates conditions favorable to health, safety, convenience, and the harmonious development of the community such that~~Traffic management that promotes health, safety, convenience, and harmonious community development, ensuring that:
 - i. The design and location of proposed street and highway access points minimize safety hazards and congestion;
 - ii. The capacity of adjacent streets and highways is sufficient to safely and efficiently ~~accept~~ accommodate ~~traffic that will be~~ generated by the new development; and
 - iii. The proposed entrances, streets, and internal traffic circulation facilities ~~in the Development Plan~~are compatible with existing and planned streets and adjacent developments, including stub street continuation;
 - iv. Implementation of traffic calming measures, as appropriate, to control speed and enhance pedestrian safety;
 - v. Mitigation of potential negative impacts of increased traffic on adjacent residential neighborhoods;
 - vi. Integration of the development's street network with the surrounding community to promote connectivity and efficient traffic flow;
 - vii. A traffic management plan for the construction phase, addressing potential impacts on traffic flow and neighborhood access; and
 - viii. Analysis of the need for traffic signals or other traffic regulation devices improvements or new signals, or other traffic regulation devices to accommodate the development's traffic.
- d. Building setback lines.

- e. Building coverage.
 - f. Building separation.
 - g. Vehicle circulation.
 - i. Consistency with the policies for the district as set forth in the Thoroughfare Plan;
 - ii. Dedication of streets, **sidewalks**, and rights-of-way, and/or reservation of land ~~to be sold to governmental authorities~~ for future development of streets and rights-of-way. In developments that adjoin or include existing streets that do not conform to the minimum right-of-way dimensions as established by the Thoroughfare Plan, the ~~developer~~**property owner of the proposed development** shall dedicate additional width along either one or both sides of such streets of inadequate width so as to bring them up to standards, provided the area to be used for widening is owned by the ~~subdivider~~**property owner** or under ~~his~~**its** control;
 - iii. Location and character of streets;
 - iv. ~~Access to public streets~~**Driveway and curb cut locations in relation to other sites**;
 - v. Location and character of curbs and gutters;
 - vi. Location and character of vehicle parking facilities;
 - vii. ~~General vehicular traffic~~ Vehicular internal site circulation;
 - h. Pedestrian and bicycle circulation.
 - i. Consistency with the policies for the district as set forth in the Thoroughfare Plan;
 - ii. Location and character of sidewalks, pedestrian trails, and bicycle paths;
 - iii. Access to public sidewalks and multi-use paths;
 - iv. General pedestrian and bicycle traffic;
 - v. ~~Adequate~~ **location and character of bicycle parking and storage facilities; and**
 - vi. Pedestrian and bicycle ~~internal site~~ **circulation within the development site.**
 - i. ~~Site landscaping and screening~~ Height, scale, **and** materials ~~and style~~ of improvements.
 - j. **Recreational and greenspace amenities.**
 - k. ~~Project signage~~ Existing site features, including topography, **wetlands**, and wooded areas.÷
 - l. Special and general easements for public or private use.÷
 - m. ~~Exterior lighting~~ Protective restrictions, ~~and/or~~ covenants, **best management practices, preservation easements, and/or other legal instruments.**
2. *Plan Documentation and Supporting Information*
- Applicant shall submit the following documents and supporting information to be reviewed by Plan Commission:*
- a. **Plan documents depicting t**The location and **describing the** character of the following:
 - i. Existing and proposed principal buildings and accessory buildings.
 - [1] Exterior Elevations, Renderings, Etc.: Exterior elevations, renderings depicting the exterior materials to be used, and a list of exterior materials relating to all buildings and other structures proposed in the area subject to Development Plan approval, together with Architectural Design, Exterior Lighting, Landscaping and Signage Plans, shall be submitted to the Plan Commission in order to better define the **parameters and** intent of the proposed development. The architectural design should reflect a unified design which is in character and proper relationship with the surrounding area. Unless required by the Plan Commission, this Section shall not apply to detached, single-family residences.
 - [2] Site Plan:

- [a] Location of special and general easements and other legal instruments for public or private use;
- [b] Building setback lines;
- [c] Building coverage and dimensions;
- [d] Building separation.
- ii. New utilities, including, but not limited to, water lines, gas lines, electric lines, and other necessary facilities or equipment.
- iii. Signage Description of existing features on the site, such as topography, vegetation, existing structures, utilities, and easements.
- ~~[1] Sign Plan: All exterior signage proposed to be located in the development, subject to approval and obtaining of a Sign Permit prior to erection under the requirements of the Sign Ordinance, shall be shown and conformance or nonconformance with said Ordinance shall be so noted.~~
- iv. Landscaping
- ~~[1] Landscape Plan: A detailed plan of the existing and proposed landscaping showing location, kind and caliper measurement size of trees, shrubbery and screening materials, as appropriate and required by the Plan Commission.~~
- b. The description of the nature and intensity types of uses in the development.
- c. The traffic management plan, including a traffic management plan during construction, describing condition and size of public thoroughfares and parking, vehicle, and pedestrian facilities. At a minimum, a traffic management plan shall outline how traffic generated by the development will be safely and efficiently managed during both the construction and post-construction phase. Traffic management plan shall seek to minimize traffic congestion, ensure pedestrian and cyclist safety, maintain access for emergency vehicles, and mitigate impacts on the existing transportation network.
- i. Traffic Study: A traffic study to include a comparative analysis of present volumes on streets bordering the development or with a direct bearing on the development versus potential capacity volumes of those streets. Consideration should be made of the effect of the proposed development and the traffic it would engender, particularly at peak periods. A Circulation Plan should be included for all existing and proposed streets, both public and private, which will show recommendations for controlling, signaling, channelizing, parking, storing and warning both pedestrian and vehicular traffic.
- d. The location and capacity of drainage and storm water facilities, and sewer systems servicing the development.
- i. Drainage Plan: Detailed drawings and Construction Plans for all elements of the storm water drainage system, including curbs and gutters, storm sewers, open drainage waterways, drain tiles, culverts, retention reservoirs, best management practices and preservation easements, and other necessary appurtenances, shall be included. Among the necessary items of information are locations, grades, sizes, capacity and typical cross-sections of the Drainage Plan elements. A report shall be included concerning:
- [1] Legal drains located in the development or relating to the development;
- [2] The flooding potential of the development;
- [3] The design of the storm water system to deal with such flooding potential; and

[4] The expected impact of the development's storm water runoff on any receiving stream or downstream property.

Where floodplains are involved, a statement from the Indiana Natural Resources Commission to the extent it has jurisdiction shall be required with respect to location of floodways and floodplains.

- e. Metes and Bounds Description: An accurate metes and bounds description of the boundary of the tract that is subject to Final Development Plan approval.
- f. Covenants, Conditions, and Restrictions: A list of the covenants, conditions, and restrictions, if any, which will run with the land and affect the use of the property within the area subject to Final Development Plan approval. The approved covenants shall be recorded with the Recorder of Hamilton County, Indiana.
- g. Erosion and Sediment Control Plan. A statement and plan setting forth the method of controlling erosion and sedimentation before, during and following development and construction, e.g., temporary Seeding, sediment donation basins, erosion prevention devices and other similar means, that meet the Hamilton County Soil and Water Conservation District guidelines for urban development.
- h. Lighting Plan: Specifics are required concerning the easements, locations, size, height, type, intensity and illuminance of proposed street and outdoor lighting.
- i. Service Reports: Service reports or statements, as necessary, may include, but not be limited to, the following sources:
 - i. City, County or State highway departments;
 - ii. Indiana Natural Resources Commission;
 - iii. Carmel Board of Public Works and Safety;
 - iv. ~~Member organizations of the Technical Advisory Committee~~ Staff and City Department as assigned.
- j. Other Construction Plans: Other specific Construction Plans **as identified by the Director of Department of Community Services or required by State laws, rules, and regulations** shall be submitted as necessary detailing information on, but not limited to, streets, lighting, sanitary sewer system, storm water drainage system, curbs and gutters, sidewalks and the related appurtenances. The required information shall include locations, grades, sizes, capacities, typical cross-sections and so forth. These plans shall be drawn by a Registered Land Surveyor or a Professional Engineer licensed to do business in the State of Indiana in accordance with State ~~Statutes~~ **laws, rules, and regulations**.
- k. Construction Timetable: A construction timetable or schedule shall include the approximate timing of completion and/or occupancy of the improvements proposed in the area subject to Development Plan approval.
- l. Deeds of Dedication: Certification of deeds of streets, rights-of-way and other public property to the proper authorities, except so much thereof as are intended to remain private.
- m. Certificate of Plan Commission Approval: Certificate of Approval by the Plan Commission shall be on each ~~and every~~ sheet of the Development Plan.

C. Architectural Design, Exterior Lighting, Landscaping and Signage (ADLS)

1. *Development Requirements*

The Plan Commission shall review an Architectural Design, Exterior Lighting,

Landscaping and Signage application to determine if the Architectural Design, Exterior Lighting, Landscaping and/or Signage satisfy the development requirements specified herein, ~~and~~ in the applicable zoning district, *any applicable Overlay district, and Carmel Comprehensive Plan*. The Plan Commission's review shall include, but not be limited, to the following items:

- a. ~~Compatibility of the development with surrounding land uses:~~
 - i. ~~Consistency with the policies for the district as set forth in the Comprehensive Plan;~~
 - ii. ~~Surrounding zoning and existing land use;~~
 - iii. ~~Compatibility with existing platted residential uses; and~~
 - iv. ~~Compatibility of proposed project with existing development within the district.~~
- b. ~~Pedestrian and bicycle circulation:~~
 - i. ~~Consistency with the policies for the district as set forth in the Thoroughfare Plan;~~
 - ii. ~~Location and character of sidewalks, pedestrian trails, and bicycle paths;~~
 - iii. ~~Access to public sidewalks and multi-use paths;~~
 - iv. ~~General pedestrian and bicycle traffic;~~
 - v. ~~Location and character of bicycle parking and storage facilities;~~
 - vi. ~~Pedestrian and bicycle internal site circulation.~~
- a. Site landscaping and screening.
- b. ~~Height, scale, materials, and~~ Architectural design and style of improvements.
- c. Project ~~s~~Signage.
- d. ~~Style and design of e~~Exterior lighting.
- e. Existing site features; ~~and including~~ topography, ~~and wooded areas;~~
- f. Special and general easements for public or private use;
- g. Protective restrictions and/or covenants.

2. Plan Documentation and Supporting Information

Applicant shall submit the following documents and supporting information to be reviewed by Plan Commission:

- a. ~~Plan documents depicting t~~The location and ~~describing the~~ character of the following:
 - i. Existing and proposed principal buildings and accessory buildings.
 - [1] ~~Exterior Elevations, Renderings, Etc.:~~Exterior elevations, renderings depicting the exterior materials to be used, and a list of exterior materials relating to all buildings and other structures proposed in the area subject to Architectural Design, Exterior Lighting, Landscaping and Signage ~~approval, together with Plans, shall be submitted to the Plan Commission in order~~to better define the intent ~~and character~~ of the proposed development. The architectural design should reflect a unified design which is in character and proper relationship with the surrounding area. Unless required by the Plan Commission, this Section shall not apply to detached, single-family residences.
 - [2] Site Plan.
 - [a] ~~Location of special and general easements for public or private use~~Building setback lines;
 - [b] Building coverage;
 - [c] Building separation.
 - ii. ~~Utilities~~Signage.
 - [1] Sign Plan: All exterior signage proposed to be located in the development, subject to approval and obtaining of a Sign Permit prior to erection under the

- City's signage requirements pursuant to UDO Section 5.39: Sign Standards and any applicable overlay district additional signage regulations of the Sign Ordinance, shall be shown and conformance or nonconformance with said Ordinance shall be so noted.
- iv. Landscaping.
- [1] Landscape Plan: A detailed plan of the existing and proposed landscaping showing location, kind and caliper measurement size of trees, shrubbery and screening materials, as appropriate and required by the Plan Commission.
- v. Exterior Lighting.
- [1] Lighting Plan: Specifics are required concerning the easements, locations, size, height, type, **style, design**, intensity and illuminance of proposed street and outdoor lighting.
- b. ~~The nature and intensity of uses in the development.~~ Covenants, Conditions, and Restrictions: A list of the covenants, conditions, and restrictions, if any, which will run with the land and affect the use of the property within the area subject to Architectural Design, Exterior Lighting, Landscaping and ADLS Signage approval. The approved covenants shall be recorded with the Recorder of Hamilton County, Indiana.
- c. Other Construction Documents and Information Plans: **Any other specific Construction Plans shall be submitted as necessary detailing information on, but not limited to, streets, lighting, sanitary sewer system, storm water drainage system, curbs and gutters, sidewalks and the related appurtenances. The required information shall include locations, grades, sizes, capacities, typical cross-sections and so forth. These plans shall be drawn by a Registered Land Surveyor or a Professional Engineer licensed to do business in the State of Indiana in accordance with the State Statute.** **supporting documentation and information required by the Director of Community Services and/or Plan Commission necessary for ADLS approval.**
- D. Procedures for Submission and Review: The procedures described in this section shall apply to all Primary Zoning Districts and Overlay Districts which require Development Plan or ADLS approvals except for the C1 and C2 Districts. See *Section 9.0(E) Procedures for Submission and Review for C1 and C2 Districts* for the applicable procedures.
1. *Development Plan*
- a. Pre-Application Consultation with the Director of Community Services:
- Applicants shall meet with the Director of Community Services to review the zoning classification of their site, review the regulatory ordinances and materials, review the procedures and examine the proposed use and development of the property. The Director of Community Services shall aid and advise the applicant in preparing the application and supporting documents as necessary.
- b. Application:
- All below submittals must be done online on the City's website.***
- i. Director: The applicant shall submit to the Director of Community Services:
- [1] ~~Two (2) copies of the~~ **A Development Plan** ~~written~~ application form;
- [2] ~~Two (2) copies of t~~ **The Existing Features and Site Analysis Plan**;
- [3] ~~Two (2) copies of t~~ **The Development Plan**;
- [4] ~~As well as two (2) copies of A~~ **all necessary supporting documents and materials as outlined in this chapter.**

- ii. ~~Technical Advisory Committee: The applicant shall submit the following to the members of the Technical Advisory Committee (TAC):~~
[1] ~~One (1) copy of the written application form;~~
[2] ~~One (1) copy of the Existing Features and Site Analysis Plan;~~
[3] ~~One (1) copy of the Development Plan;~~
[4] ~~As well as one (1) copy of all necessary supporting documents and materials.~~
- iii. ~~ii.~~ Initial Review of the Application and Supporting Documents and Materials
- [1] Director: Following the receipt of the ~~written~~ application, Development Plan, and necessary supporting documents and/or materials, the Director of Community Services shall review the materials for the sole purpose of determining whether the application is complete and in technical compliance with all applicable ordinances, laws and regulations. Director shall notify the applicant when the application is complete and has been forwarded for Technical Review.
- [2] ~~Technical Advisory Committee~~ **Review**: Following the receipt of the ~~written~~ application, Development Plan, and necessary supporting documents and/or materials (**collectively “Development Plans”**), the Director of Community Services shall ~~place the application on the agenda of the Technical Advisory Committee~~ **cause Development Plans to be distributed to and receive feedback from City departments and related entities regarding compliance with the development requirements of this chapter and applicable federal, state, and local laws, rules, and regulations. Director of Community Services shall promptly notify the applicant if any additional information is required for Technical Review. Unless required additional information necessitates further review and communication with the applicant, the City’s Technical Review shall be complete within thirty (30) days of the submittal of the complete application (“Technical Review Deadline”). The Technical Review Deadline excludes required submittals to and reviews by entities outside the City’s control such as public utilities, federal agencies, and state/county boards and commissions.**
- iv. ~~iii.~~ Submittal to the Plan Commission
- [1] If the materials submitted by the applicant are not complete or do not comply with the necessary legal requirements, the Director of Community Services shall inform the applicant of the deficiencies in said materials. Unless and until the Director of Community Services formally accepts the application as complete and in legal compliance, it shall not be considered as formally filed for the purpose of proceeding to succeeding steps toward approval as hereinafter set forth.
- [2] If the materials submitted by the applicant are determined to be complete and in compliance, the Director of Community Services shall forward the materials to the Plan Commission. Within thirty (30) days of the ~~formal~~ acceptance of the Development Plan application, the Director of Community Services shall ~~formally~~ file the application by:
- [a] Assigning a docket number;
- [b] Setting a date and time for a public hearing; and

[c] Placing it upon the agenda of the Plan Commission according to the Plan Commission's Rules of Procedure.

[3] The applicant shall ~~file for each Plan Commission member a copy of the~~ submit the Existing Features and Site Analysis Plan, the Development Plan, and supporting documents and/or materials Development Plans to the Plan Commission secretary to be distributed to the Plan Commission members pursuant to the Plan Commission's Rules of Procedure.

c. Fees: See Article 1, Section 1.29: Filing Fees.

d. Public Notice: The applicant shall be responsible for the cost and publication of the required published legal notification of the public hearing. The applicant shall also notify all interested parties and property owners as required by the Plan Commission's Rules of Procedure and applicable State statutes.

e. Public Hearing by the Plan Commission: The conduct of the public hearing shall be in accordance with the Plan Commission's Rules of Procedure and applicable State statutes. ~~Following the public hearing, the Development Plan shall be reviewed by the Plan Commission.~~

f. Review. The Plan Commission shall review a Development Plan to determine if the Development Plan:

i. Is consistent with the Comprehensive Plan; and

ii. Satisfies the development requirements specified in the UDO.

g. Approval.

i. In determining whether approval shall be granted, the Plan Commission shall consider generally if the Development Plan complies with the development requirements of Section 9.03(B)(1):

~~[1] Creates and maintains a desirable, efficient and economical use of land with high functional and aesthetic value, attractiveness and compatibility of land uses, within the District and with adjacent uses;~~

~~[2] Provides sufficient and well-designed access, parking and loading areas;~~

~~[3] Provides traffic control and street plan integration with existing and planned public streets and interior access roads;~~

~~[4] Provides adequately for sanitation, drainage and public utilities; and~~

~~[5] Allocates adequate sites for all uses proposed, the design, character, grade, location and orientation thereof being appropriate for the uses proposed, locally related to existing and proposed topographical and other conditions, and consistent with the Comprehensive Plan.~~

ii. In determining whether approval shall be granted, the Plan Commission may:

[1] Impose conditions on the approval of a Development Plan if the conditions are reasonably necessary to satisfy the development requirements specified in the Zoning Ordinance UDO for approval of the Development Plan.

[2] Provide that approval of a Development Plan is conditioned on the furnishing to the Plan Commission of a bond or written assurance that:

[a] Guarantees the timely completion of a proposed public improvement in the proposed development; and

[b] Is satisfactory to the Plan Commission.

- [3] Permit or require the owner of real property to make ~~recorded~~
~~written~~ commitments that are reasonably necessary to satisfy the development
requirements specified in the UDO.
- iii. Time Limit: An approved Development Plan shall be valid for three (3) years from
the date of approval. Upon written application to the Director of Community
Services before the expiration of said approval, and upon good cause shown, the
Director of Community Services may issue a single extension of the approval for a
period not to exceed six (6) months.
- iv. If the Development Plan is substantially or materially altered ~~in any way~~,
resubmission to the Plan Commission is required. **Director of Community Services
is authorized to approve minor alterations in the Development Plan without seeking
Plan Commission approval. Minor Alterations refer to changes or modifications to
an approved Development Plan that are considered to have a minimal impact on the
overall intent, character, and functionality of the approved development. These
alterations do not fundamentally alter the key aspects of the project that were
originally reviewed and approved by the Plan Commission. Further, such
alterations do not involve fundamental changes to the type of use, density, intensity,
or the core design concepts of the development.**
- v. If a Development Plan petition is denied, the Plan Commission shall provide the
applicant with a written copy of the findings-of-fact, if requested **by the applicant.**
- h. Amendment:
- i. Requirements: See *Section 9.03(B): Development Plan.*
- ii. Fees: See *Section 1.29: Filing Fees.*
- iii. Public Notice: See *Section 9.03(D)(1)(d): Public Notice.*
- iv. Public Hearing: See *Section 9.03(D)(1)(e): Public Hearing by the Plan
Commission.*
- v. Review: See *Section 9.03(D)(1)(f): Review.*
- vi. Approval: See *Section 9.03(D)(1)(g): Approval.*
2. *Architectural Design, Exterior Lighting, Landscaping and Signage (ADLS)*
- a. **If a development requires both Development Plan and ADLS approvals, both plans
should be submitted concurrently.**
- ~~a.~~ b. Pre-Application Consultation with the Director of Community Services:
Applicants shall meet with the Director of Community Services to review the zoning
classification of their site, review the regulatory ordinances and materials, review the
procedures and examine the proposed use and development of the property. The
Director of Community Services shall aid and advise the applicant in preparing the
application and supporting documents as necessary.
- c. Application:
All submittals must be done online on the City's website.
- ~~i.~~ Director: The applicant shall submit to the Director of Community Services:
- [1] ~~Two (2) copies of the written~~ An application form;
- [2] ~~Two (2) copies of t~~ The Existing Features and Site Analysis Plan;
- [3] ~~Two (2) copies of t~~ The Exterior Elevations and/or Renderings;
- [4] ~~Two (2) copies of t~~ The Lighting Plan;
- [5] ~~Two (2) copies of t~~ The Landscape Plan;
- [6] ~~Two (2) copies of t~~ The Signage Plan;

- 454 [7] ~~As well as two (2) copies of A~~all necessary supporting documents and materials.
- 455 ii. ~~Technical Advisory Committee: The applicant may be required to submit the~~
- 456 ~~following to the members of the Technical Advisory Committee (TAC):~~
- 457 ~~[1] One (1) copy of the written application form;~~
- 458 ~~[2] One (1) copy of the Existing Features and Site Analysis Plan;~~
- 459 ~~[3] One (1) copy of the Exterior Elevations and/or Renderings;~~
- 460 ~~[4] One (1) copy of the Lighting Plan;~~
- 461 ~~[5] One (1) copy of the Landscape Plan;~~
- 462 ~~[6] One (1) copy of the Signage Plan;~~
- 463 ~~[7] As well as one (1) copy of all necessary supporting documents and materials.~~
- 464 iii. ii. Initial Review of the Application and Supporting Documents and Materials:
- 465 [1] Director: Following the receipt of the ~~written~~application, Plans, and necessary
- 466 supporting documents and/or materials (~~collectively “ADLS Plans”~~), the
- 467 Director of Community Services shall review the ~~materials~~ADLS Plans for the
- 468 sole purpose of determining whether the application is complete and in
- 469 technical compliance with all applicable ordinances, laws and regulations.
- 470 Director shall notify the applicant when the application is complete and has
- 471 been forwarded for Technical Review.
- 472 [2] Technical ~~Advisory Committee~~Review: Following the receipt of the ~~written~~
- 473 ~~application, Plans and necessary supporting documents and/or materials~~ADLS
- 474 Plans, the Director of Community Services shall cause ADLS Plans to be
- 475 distributed to and receive feedback from City departments and related entities
- 476 regarding compliance with the development requirements of this chapter and
- 477 applicable federal, state, and local laws, rules, and regulations. Unless required
- 478 additional information necessitates further review and communication with the
- 479 applicant, the City’s Technical Review shall be complete within thirty (30) days of
- 480 the submittal of the complete application (“Technical Review Deadline”). The
- 481 Technical Review Deadline excludes required submittals to and reviews by entities
- 482 outside the City’s control such as public utilities, federal agencies, and state/county
- 483 boards and commissions.
- 484 iv. iii. Submittal to the Plan Commission:
- 485 [1] If the materials submitted by the applicant are not complete or do not comply
- 486 with the necessary legal requirements, the Director of Community Services
- 487 shall inform the applicant of the deficiencies in said materials.
- 488 Unless and until the Director of Community Services formally accepts the
- 489 application as complete and in legal compliance, it shall not be considered as
- 490 formally filed for the purpose of proceeding to succeeding steps toward
- 491 approval as hereinafter set forth.
- 492 [2] If the materials submitted by the applicant are determined to be complete and
- 493 in compliance, the Director of Community Services shall forward the materials
- 494 to the Plan Commission.
- 495 Within thirty (30) days of the acceptance of the ~~Architectural Design, Exterior~~
- 496 ~~Lighting, Landscaping and Signage~~ADLS application, the Director of
- 497 Community Services shall formally file the application by:
- 498 [a] Assigning a docket number;
- 499 [b] Setting a date and time for Plan Commission review; and

[c] Placing it upon the agenda of the Plan Commission according to the Plan Commission's Rules of Procedure.

[3] The applicant shall ~~file for each Plan Commission member a copy of the Existing Features and Site Analysis Plan, the Plans, and supporting documents and/or materials pursuant to the Plan Commission's Rules of Procedure~~ submit ADLS Plans to the Plan Commission secretary to be distributed to the Plan Commission members.

c. Fees: See *Article 1, Section 1.29: Filing Fees*.

d. Review. The Plan Commission shall review an ADLS to determine if the ADLS:

- i. Is consistent with the Comprehensive Plan; and
- ii. Satisfies the development requirements specified in the UDO.

e. Approval:

- i. In determining whether approval shall be granted, the Plan Commission shall consider generally if the ~~Architectural Design, Exterior Lighting, Landscaping and Signage~~ ADLS:

[1] Creates and maintains a desirable, efficient and economical use of land with high functional and aesthetic value, attractiveness and computability of land uses, within the zoning ~~D~~ district and with adjacent uses;

[2] ~~Provides sufficient and well designed access, parking and loading areas~~

Presents a cohesive and harmonious architectural design, lighting plan, sign plan, and landscaping plan that enhances the visual character of the development and complements the surrounding area, considering:

[a] Architectural style and materials, ensuring compatibility with the context of the development, the zoning and overlay districts requirements, and surrounding properties;

[b] Building massing and scale, ensuring appropriate proportions and relationships to adjacent structures and the surrounding environment. This includes consideration of building height, width, and depth, as well as the articulation of building facades to break up large masses and create visual interest;

[c] The use of the proposed materials and detailing. The selection of materials and detailing that contribute to the overall aesthetic character of the development and complement the surrounding environment and uses;

[d] A comprehensive lighting plan that provides adequate illumination for safety and wayfinding while minimizing light pollution and glare;

[e] A well-integrated landscaping plan that incorporates native plants and otherwise complies with Appendix D of the UDO, provides shade and screening, and enhances the overall aesthetic appeal of the development;

[f] Sign plan that identifies the locations of the exterior signage and otherwise complies with the ~~Carmel Sign Ordinance~~ City's signage requirements pursuant to UDO Section 5.39: Sign Standards and any applicable overlay district additional signage requirements; and

[3] Allocates adequate sites for all uses proposed, the design, character, grade, location and orientation thereof being appropriate for the uses proposed, logically related to existing and proposed topographical and other conditions,

- and consistent with the zoning district, overlay district, and Comprehensive Plan.
- ii. In determining whether approval shall be granted, the Plan Commission may:
- [1] Impose conditions on the approval of an ~~Architectural Design, Exterior Lighting, Landscaping and Signage~~ADLS if the conditions are reasonably necessary to satisfy the development requirements specified in the UDO for approval of the ADLS.
- [2] Permit or require the owner of real property to make recorded a ~~written~~commitments that are reasonably necessary to satisfy the development requirements specified in the UDO.
- iii. Time Limit: An approved ~~Architectural Design, Exterior Lighting, Landscaping and Signage~~ADLS shall be valid for three (3) years from the date of approval. Upon written application to the Director of Community Services before the expiration of said approval, and upon good cause shown, the Director of Community Services may issue a single extension of the approval for a period not to exceed six (6) months.
- iv. If the ~~Architectural Design, Exterior Lighting, Landscaping and Signage~~ADLS is substantially or materially altered in any way, resubmission to the Plan Commission is required. The Director of Community Services is authorized to approve minor alterations without seeking Plan Commission approval.
- f. Amendment:
- i. Requirements: See *Section 9.03(D)(2): Architectural Design, Exterior Lighting, Landscaping and Signage (ADLS)*.
- ii. Fees: See *Article 1, Section 1.29: Filing Fees*.
- iii. Review: See *Section 9.03(D)(1)(f): Review*.
- iv. Approval: See *Section 9.03 (D)(1)(g): Approval*.

Section IV: The Common Council hereby delegates Department of Community Services to correct and codify numbering, pagination, cross-references, table of contents, Appendices, and land use matrix of the Unified Development Ordinance affected by this Ordinance.

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

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

Signature page to follow

585 **ADOPTED** by the Common Council of the City of Carmel, Indiana this _____ day
586 of _____ 2025, by a vote of _____ ayes and _____ nays.
587
588

589 **COMMON COUNCIL FOR THE CITY OF CARMEL, INDIANA**
590

591 _____
592 Adam Aasen, President

591 _____
592 Matthew Snyder, Vice-President

593
594 _____
595 Jeff Worrell

593
594 _____
595 Teresa Ayers

596
597 _____
598 Shannon Minnaar

596
597 _____
598 Ryan Locke

599
600 _____
601 Anthony Green

599
600 _____
601 Rich Taylor

602
603 _____
604 Anita Joshi

605
606 **ATTEST:**
607

608 _____
609 Jacob Quinn, Clerk
610

611 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of

612
613 _____, 2025, at _____ .M.
614

615 _____
616 Jacob Quinn, Clerk
617

618 Approved by me, Mayor of the City of Carmel, Indiana this ____ day of

619
620 _____, 2025, at _____ .M.
621

622 _____
623 Sue Finkam, Mayor
624

625
626 **ATTEST:**
627

628 _____
629 Jacob Quinn, Clerk
630

Prepared by: Sergey Grechukhin, Deputy Corporation Counsel/Transactions Chief, One Civic Square, Carmel, IN 46032

EXHIBIT “B”

**NOTICE OF PUBLIC HEARING
BEFORE THE
CARMEL ADVISORY PLAN COMMISSION
DOCKET No.: CPA-2025-_____**

Notice is hereby given that the Carmel Advisory Plan Commission will hold a public hearing upon a proposal by the Carmel Common Council to amend the Carmel Unified Development Ordinance (“UDO”) pursuant to documents filed with the Department of Community Services as follows: amend Articles 2.20, 2.21 and 9.03 of the UDO relating to Development Plan and Architectural Design, Exterior Lighting, Landscaping and Signage requirements, application, consideration, and approval processes. The Ordinance further requires Development Plan approval in B1 and B2 districts

Designated as Docket No. ____-2025-_____, the hearing will be held on Tuesday, _____, 2025 at 6:00 P.M. in the Council Chambers, Carmel City Hall, One Civic Square, Second Floor, Carmel, Indiana 46032.

The file for this proposal, including Council Resolution No. CC-05-05-25-01 which includes the proposed Ordinance Amendment, may be examined at the Office of the Plan Commission, Carmel Department of Community Services, Division of Planning and Zoning, Carmel City Hall, Third Floor, One Civic Square, Carmel, Indiana 46032, telephone no. (317) 571-2417.

Any written comments or objections to the proposal should be filed with the Secretary of the Plan Commission on or before the date of the Public Hearing. All written comments and objections will be presented to the Commission. Any oral comments concerning the proposal will be heard by the Commission at the hearing according to its Rules of Procedure. In addition, the hearing may be continued from time to time by the Commission as it may find necessary.

Joe Shestak, Administrator Carmel Plan Commission
(317) 571-2417

Date: _____, 2025