



City of Carmel

CARMEL COMMON COUNCIL MEETING AGENDA

MONDAY, AUGUST 18, 2025 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

Common Council **(Jan 2024 - Dec 2027)**

North Central District
Teresa Ayers,
Chaplain

Northeast District
Shannon Minnaar

Southeast District
Adam Aasen,
President

South Central District
Tony Green,
Parliamentarian

West District
Anita Joshi

Northwest District
Ryan Locke

At-Large
Matthew Snyder,
Vice President

At-Large
Rich Taylor

At-Large
Jeff Worrell

Next Meeting:
September 15, 2025

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. August 4, 2025 Regular Meeting
 - b. **Claims**
 1. Payroll – \$4,242,634.19
 2. General Claims – \$4,071,014.29 and Purchase Card – \$31,247.61
 3. Retirement – \$127,147.10
 4. Wire Transfers – \$4,130,244.14
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. **Report from the Center for the Performing Arts**
- l. All reports designated by the Chair to qualify for placement under this category

12. OLD BUSINESS

- a. **Thirteenth 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. **Eighth Reading of Ordinance D-2772-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Adopting a New Article 8 Under Chapter 2 of the Carmel City Code; Sponsor(s): Councilor(s) Aasen, Ayers, Minnaar, Snyder and Worrell. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:

An ordinance adopting requirements for nonprofit organizations receiving public support from the City.

13. PUBLIC HEARINGS

14. NEW BUSINESS

- a. **First Reading of Ordinance D-2778-25**; 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 Rebar Old Meridian 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 Rebar Old Meridian Project.

- b. **Resolution CC-08-18-25-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Authorizing Certain Actions with Respect to the Acquisition of Certain Real Property by the City for Public Use and Matters Related Thereto; Sponsor: Councilor Aasen.

Synopsis:

This resolution authorizes the City, acting through its Board of Public Works and Safety, to acquire certain real property from the City of Carmel Redevelopment Commission to be used for certain public park purposes in connection with a mixed-use development project within the Old Meridian Economic Development Area.

- c. **First Reading of Ordinance D-2779-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and Employees of the City of Carmel, for the Year 2025; Sponsor: Councilor Taylor.

Synopsis:

Establishes the 2025 salaries for employees of the Executive Branch.

- d. **First Reading of Ordinance D-2780-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 3, Article 1, Section 3-44 of the Carmel City Code; Sponsor(s): Councilor(s) Aasen and Taylor.

Synopsis:

An Ordinance amending Section 3-44 which removes the requirement that the Common Council publish notice for zoning map changes. The Plan Commission already publishes notice for zoning map changes.

- e. **First Reading of Ordinance D-2781-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 5, Sections 8-46 of the Carmel City Code; Sponsor(s): Councilor(s) Taylor, Aasen and Worrell.

Synopsis:

Ordinance regulating the use of public parking spaces.

- f. **First Reading of Ordinance D-2782-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 3, Section 8-17 of the Carmel City Code; Sponsor(s): Councilor(s) Aasen and Taylor

Synopsis:

Ordinance regulating speed limits for school zones.

15. AGENDA ADD-ON ITEMS

16. OTHER BUSINESS

17. ANNOUNCEMENTS

18. ADJOURNMENT



City of Carmel

CARMEL COMMON COUNCIL MEETING MINUTES

MONDAY, AUGUST 4, 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, Anita Joshi, Anthony Green and Deputy Clerk Jessica Komp were present. Councilor Rich Taylor was not present.

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

AGENDA APPROVAL

The agenda was approved 8-0.

INVOCATION

Chaplain George Davis of the Carmel Police Department delivered the invocation.

RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS

There were none.

RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL

Mark Dewart spoke to the Council about the US 31 Corridor Sub-Area Plan. As a resident of a neighborhood adjacent to this area, Mr. Dewart and his neighbors are concerned that as the area gets rezoned to allow for the planned developments, said rezoning will no longer protect the livability of the area. He also stated that there have been no meetings between the City and the nearby residential subdivisions, as a December 15, 2024 article in the *Current in Carmel* stated there would be. He then asked if the City Council members that have constituents living in and adjacent to this area would hold Town Hall meetings to explain this process and the implications of changing the Meridian Corridor's zoning regulations for nearby neighborhoods. He also asked if there could be audio recordings made available for the Plan Commission's Committee Meetings.

Bruce Shire asked the Council what the definition is for affordable housing. He stated that we are bringing a lot of white-collar workers to the area, with large incomes, and the price of housing has increased dramatically. Carmel is becoming a place where young families and blue-collar families can no longer afford to purchase a home. Mr. Shire's definition of an affordable home would be somewhere from \$150,000 to \$200,000. Home prices at this range would allow younger people to purchase a home, live there a few years, and then upsize into a larger home, continuing what used to be a normal cycle of homeownership in America. He also addressed the different developments that are happening in Carmel at the same time and asked why these aren't finished before moving on to the next big project. He referenced an article in the

48 *Current in Carmel* that stated the taxing units must have a “but for” test. The article stated “not only is there
49 no oversight, really there is no way to know if the ‘but for’ test was met.” Last, Mr. Shire addressed the
50 concern that C-3 zoning can allow for any type of business, such as a gas station or a vape shop, which is not
51 what adjacent neighborhoods want. He believes that giving this zoning authority to a single Hearing Officer
52 instead of the full City Council or the full Plan Commission is a big mistake.

53 54 **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**

55
56 Finley Erbeck, a 6th grader at Northpoint Christian Academy, was Mayor Finkam’s “Deputy Mayor” for this
57 meeting. On July 22nd, Mayor Finkam went to Fort Worth, Texas, to accept a big award for our city. Carmel
58 won the 2025 Sister Cities International Award for Best Overall Program for cities our size. This award
59 celebrates how Carmel has built strong friendships with cities in other countries. On July 23rd, the Mayor
60 visited the Stratford, a neighborhood for older adults. She communicated with the residents to share what is
61 going on in Carmel, and to listen to what is important to them. On July 28th, the city hosted a fun pop-up
62 event in Woodland Springs. People got to meet with city leaders to ask questions and share their thoughts.
63 Mayor Finkam thanks City Councilors Aasen and Worrell for coming and supporting the neighborhood. The
64 next pop-up will be on August 20th in Lexington Farms from 4:30 – 6:30 p.m. More pop-up events will be
65 announced in the coming weeks. Coming up soon, the Mayor and her team are planning a special event for
66 new teen drivers, older drivers, and parents who want to teach their kids about how to safely use crosswalks
67 and roundabouts.

68
69 Councilor Worrell shared that on August 28th, there will be a Project Civility event at the Monon Community
70 Center at 7:00 p.m. At this community gathering there will be a special guest, and citizens will learn how
71 they can get involved with the Project Civility organization.

72
73 Council President Aasen thanked everyone who came out and supported the pop-up event last week, as well
74 as the Town Hall meeting that was held at Brookshire Golf Clubhouse. He also commented on an item that
75 was brought up during the Blue Card Session tonight. The US 31 Corridor Sub-Area Plan is going through
76 the Plan Commission right now, and will go to the City Council after that. Councilor Minnaar also
77 commented on this topic, letting everyone know that the Plan Commission Committee Meeting taking place
78 tomorrow night will be livestreamed and recorded.

79 80 **CONSENT AGENDA**

81
82 Councilor Minnaar moved to approve the consent agenda. Councilor Joshi seconded. There was no
83 discussion. Council President Aasen called for the vote. The consent agenda was approved 7-0. (Councilor
84 Snyder abstained.)

85 86 **a. Approval of Minutes**

- 87
88 1. July 21, 2025 Regular Meeting

89 90 **b. Claims**

- 91
92 1. Payroll – \$4,185,802.50
93 2. General Claims – \$ 6,570,287.34

94 95 **ACTION ON MAYORAL VETOES**

96
97 There were none.

99 **COMMITTEE REPORTS**

100
101 Councilor Taylor reported that the Finance, Utilities and Rules Committee had not met since the last Council
102 meeting.

103
104 Councilor Snyder shared that the Land Use and Special Studies Committee will meet this Wednesday,
105 August 6th, at 5:30 p.m. at the Carmel Clay Public Library. Discussion will focus on a new right of way
106 permit ordinance and micromobility. Councilor Snyder stated that we might be able to put together a draft
107 document by Wednesday on micromobility to start vetting, so that we can get the process in motion to
108 present an ordinance to Council.

109
110 **OTHER REPORTS – (at the first meeting of the month specified below):**

111
112 Henry Mestetsky, Director of the Carmel Redevelopment Commission, gave the monthly report to Council.
113 Monon Square North construction continues and will for the next year and a half. Magnolia continues
114 building out its stacked flats. Civic Square Condos continues its construction, with 7 of its 25 units being
115 sold. Republic Airways continues its headquarters construction. Proscenium II continues to work on its first
116 floor retail. 111 S. Rangeline is finishing up its townhomes. Lots of progress is being made at Icon on Main,
117 with the public plaza expected to be completed mid-2026. Lots of work is being done on both the AT&T site
118 and Ardalan Plaza. The “Taking Flight” roundabout sculpture between the high school and the library had a
119 sight wall installed. In a few months there will be nice landscaping installed to complete the design.

120
121 Council President Aasen asked about the parking situation at 1933 Lounge, and whether the Indiana Design
122 Center was going to change their parking lot hours as a result. Director Mestetsky stated the parking lot south
123 of the Design Center is only to be used by patrons of the Design Center. However, there is an underground
124 parking garage with half of the spaces open and free to the public.

125
126 **OLD BUSINESS**

127
128 Council President Aasen announced the twelfth reading of **Ordinance D-2762-25**; An Ordinance of the
129 Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 5, Sections 8-37, 8-47, and 8-
130 48 of the Carmel City Code; Sponsor: Councilor Aasen. This item remains in the Land Use and Special
131 Studies Committee. Councilor Worrell stated that in light of the parking study that we’re waiting on, there
132 are other parking issues that have been happening, specifically a recent issue on 2nd Street NW. Councilor
133 Worrell asked Councilor Snyder if that issue could be included in the Land Use Committee’s discussion of
134 this ordinance. Councilor Snyder stated that today he took pictures of that same scenario happening, and yes,
135 the Land Use Committee will include that in their discussion. The Councilors then discussed ideas for
136 moving large trucks that need to load and unload for the restaurants, as well as delivery trucks and public
137 pickup points for Ubers. Councilor Minnaar also brought up parking restrictions for recreational vehicles,
138 and Mayor Finkam replied that there is an RV owner that is finding ways to get around the restrictions.
139 Councilor Snyder commended Brent Liggett, Carmel Code Enforcement Officer, for the great work he does
140 to help with this type of issue. He then asked if we could get an update on the 116th Street group home on
141 Crooked Stick, as it is overgrown and looks abandoned.

142
143 Council President Aasen announced the seventh reading of **Ordinance D-2772-25**; An Ordinance of the
144 Common Council of the City of Carmel, Indiana, Adopting a New Article 8 Under Chapter 2 of the Carmel
145 City Code; Sponsor(s): Councilor(s) Aasen, Ayers, Minnaar, Snyder and Worrell. This item remains in the
146 Finance, Utilities and Rules Committee.

150 **PUBLIC HEARINGS**

151
152 There were none.

153
154 **NEW BUSINESS**

155
156 There was none.

157
158 **AGENDA ADD-ON ITEMS**

159
160 There were none.

161
162 **OTHER BUSINESS**

163
164 There was none.

165
166 **ANNOUNCEMENTS**

167
168 Councilor Snyder made a public awareness statement that since school is starting back up, there are more
169 cars on the roads in the morning and afternoon, so let's please be careful for the future of Carmel. Councilor
170 Locke announced that a Carmel champion is in the room. Councilor Locke's sister, Lacey Locke, is in town
171 visiting, and she is a state champion swimmer for Carmel High School. Councilor Snyder also stated that
172 even more impressively, she received the mental attitude award, and that she truly embodies what Carmel is
173 all about.

174
175 **ADJOURNMENT**

176
177 Council President Aasen adjourned the meeting at 6:31 p.m.

178
179 Respectfully Submitted,

180
181 _____
182 Jacob Quinn, Clerk

183
184
185 Approved,

186
187
188 _____
189 Adam Aasen, Council President

190 **ATTEST:**

191
192
193 _____
194 Jacob Quinn, Clerk

Total Gross Wages for REGULAR PAYROLL date 8/8/2025

\$2,903,303.72

Total Payroll Liabilities for REGULAR PAYROLL date 8/8/2025

\$1,339,330.47

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 **\$4,242,634.19** 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: 08/12/2025
TIME: 10:38:42

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT
AINO IN LLC	608754	07/31/25	OTHER EXPENSES	601-5023990	47.42
ARIANA BENNETT	608755	07/31/25	OTHER EXPENSES	601-5023990	21.53
BONNIE WILSON	608756	07/31/25	OTHER EXPENSES	601-5023990	10.44
CLIFFORD COVILLON	608757	07/31/25	OTHER EXPENSES	601-5023990	220.18
CRAIG KRAFT	608758	07/31/25	OTHER EXPENSES	601-5023990	14.76
DEBORAH HANDT	608759	07/31/25	OTHER EXPENSES	601-5023990	51.55
DENIZ COSKUN	608760	07/31/25	OTHER EXPENSES	601-5023990	69.86
ELIZABETH RIECKERMANN	608761	07/31/25	OTHER EXPENSES	601-5023990	88.61
KATHRYN LLOYD	608762	07/31/25	OTHER EXPENSES	601-5023990	45.31
LAURA EAST	608763	07/31/25	OTHER EXPENSES	601-5023990	45.16
LIYUN LISA HO	608764	07/31/25	OTHER EXPENSES	601-5023990	6.46
MARY REISTER	608765	07/31/25	OTHER EXPENSES	601-5023990	59.22
RAJIV AGARWAL	608766	07/31/25	OTHER EXPENSES	601-5023990	214.14
RAYMOND XU	608767	07/31/25	OTHER EXPENSES	601-5023990	26.27
SAMMY CHUN YAU	608768	07/31/25	OTHER EXPENSES	601-5023990	2.39
SANJEW AHUJA	608769	07/31/25	OTHER EXPENSES	601-5023990	291.62
SERENA BASKIN	608770	07/31/25	OTHER EXPENSES	601-5023990	56.68
SKYLES REMODELING	608771	07/31/25	OTHER EXPENSES	601-5023990	88.08
CHRISTINE STESNEY	608772	07/31/25	OTHER EXPENSES	601-5023990	55.60
STEVE LUCAS	608773	07/31/25	OTHER EXPENSES	601-5023990	61.05
THERESA HARDY	608774	07/31/25	OTHER EXPENSES	601-5023990	55.70
THOMAS HELMBOCK	608775	07/31/25	OTHER EXPENSES	601-5023990	58.16
YAN ZHU	608776	07/31/25	OTHER EXPENSES	601-5023990	142.26
AT&T	608778	07/31/25	SPECIAL INVESTIGATION FEE	1110-4358200	350.00
BRETT CALVIN	608779	07/31/25	TRAVEL FEES & EXPENSES	1082-4343000	11.20
CHARTER COMMUNICATIONS	608780	07/31/25	INTERNET LINE CHARGES	1115-4344200	215.00
CHARTER COMMUNICATIONS HO	608781	07/31/25	CABLE SERVICE	1207-4349500	387.71
CHARTER COMMUNICATIONS HO	608782	07/31/25	INTERNET LINE CHARGES	1115-4344200	129.99
CHARTER COMMUNICATIONS HO	608783	07/31/25	INTERNET LINE CHARGES	1115-4344200	143.27

SUNGARD PENTAMATION, INC.
 DATE: 08/12/2025
 TIME: 10:38:42

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT
CONSTELLATION NEWENERGY G	608784	07/31/25	OTHER EXPENSES	601-5023990	263.33
CULLIGAN OF INDIANAPOLIS	608785	07/31/25	OFFICE SUPPLIES	1702-4230200	67.94
DUKE ENERGY	608786	07/31/25	OTHER EXPENSES	601-5023990	104,673.04
DUKE ENERGY	608786	07/31/25	OTHER EXPENSES	651-5023990	71.36
DAWN FISHER	608787	07/31/25	OTHER MISCELLANEOUS	1110-4239099	19.99
JOSLYN KASS	608788	07/31/25	SOFTWARE MAINT CONTRACTS	1180-4351502	98.99
KONICA MINOLTA BUSINESS S	608789	07/31/25	EQUIPMENT MAINT CONTRACTS	1201-4351501	96.32
KROGER CO	608790	07/31/25	OTHER EXPENSES	852-5023990	105.90
MISSY LIEBNER	608791	07/31/25	GENERAL PROGRAM SUPPLIES	1082-4239039	36.80
NATIONAL WATER SERVICES L	608792	07/31/25	OTHER EXPENSES	612-5023990	135,685.98
OFFICE H2O LLC	608793	07/31/25	OTHER MISCELLANEOUS	2200-4239099	55.00
JACOB QUINN	608794	07/31/25	EXTERNAL TRAINING FEES	1702-4357002	500.00
REPUBLIC WASTE SERVICES O	608795	07/31/25	TRASH COLLECTION	1110-4350101	468.10
REPUBLIC WASTE SERVICES O	608796	07/31/25	TRASH COLLECTION	1205-4350101	395.26
REPUBLIC WASTE SERVICES O	608797	07/31/25	OTHER EXPENSES	601-5023990	331.80
REPUBLIC WASTE SERVICES O	608798	07/31/25	OTHER EXPENSES	651-5023990	2,370.24
SOUTHERN ROCK RESTAURANTS	608799	07/31/25	GENERAL PROGRAM SUPPLIES	1081-4239039	172.74
VAN AUSDALL & FERRAR FINA	608801	07/31/25	COPIER	1701-4353004	174.30
ANA VAZQUEZ	608802	07/31/25	OTHER EXPENSES	852-5023990	480.00
VERIZON	608803	07/31/25	OTHER EXPENSES	651-5023990	1,545.74
VERIZON	608804	07/31/25	CELLULAR PHONE FEES	1401-4344100	450.54
PERSONIFY HEALTH	608805	07/31/25	WELLNESS PROGRAM	1201-4341980	2,525.00
PERSONIFY HEALTH	608805	07/31/25	WELLNESS PROGRAM	1201-4341980	4,280.00
WESSLER ENGINEERING, INC	608806	07/31/25	OTHER EXPENSES	612-5023990	1,464.50
WESSLER ENGINEERING, INC	608806	07/31/25	OTHER EXPENSES	612-5023990	625.00
WESSLER ENGINEERING, INC	608806	07/31/25	OTHER EXPENSES	612-5023990	2,250.00
WESSLER ENGINEERING, INC	608806	07/31/25	OTHER EXPENSES	609-5023990	797.50
WEX BANK	608807	07/31/25	GASOLINE	1110-4231400	974.33
KEVIN WHITED	608808	07/31/25	SPECIAL PROJECTS	1203-4359000	5.99
2ND SHIFT LLC	608809	07/31/25	OTHER EXPENSES	651-5023990	402.11
ACTION PEST CONTROL, INC	608810	07/31/25	OTHER EXPENSES	601-5023990	118.00
ADVANCED TURF SOLUTIONS I	608811	07/31/25	OTHER EXPENSES	601-5023990	240.00

SUNGARD PENTAMATION, INC.
 DATE: 08/12/2025
 TIME: 10:38:42

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT
AMERICAN STRUCTURE POINT,	608812	07/31/25	PROFESSIONAL SERVICES	202-R4340100 110491	720.00
APPLIED INDUSTRIAL TECH I	608813	07/31/25	OTHER EXPENSES	601-5023990	261.25
AQUA SYSTEMS	608814	07/31/25	OTHER EXPENSES	651-5023990	106.55
AR YOUNG CO INC	608815	07/31/25	OTHER EXPENSES	651-5023990	137.25
AUTOZONE INC	608816	07/31/25	OTHER EXPENSES	601-5023990	80.32
AUTOZONE INC	608816	07/31/25	OTHER EXPENSES	601-5023990	40.16
AUTOZONE INC	608816	07/31/25	OTHER EXPENSES	601-5023990	36.09
AUTOZONE INC	608816	07/31/25	OTHER EXPENSES	601-5023990	71.26
AUTOZONE INC	608816	07/31/25	OTHER EXPENSES	651-5023990	116.40
BASTIN LOGAN WATER SERVIC	608817	07/31/25	OTHER EXPENSES	601-5023990	2,400.00
BATTERIES PLUS BULBS	608818	07/31/25	OTHER EXPENSES	651-5023990	23.55
BRENTAG MID SOUTH INC	608819	07/31/25	OTHER EXPENSES	601-5023990	3,194.00
C. L. COONROD & COMPANY	608820	07/31/25	ACCOUNTING SERVICES	1701-4340300 114325	5,781.16
CITY WIDE MAINTENANCE	608821	07/31/25	CLEANING SERVICES	1207-4350600	40.00
CHARDON LABORATORIES INC	608822	07/31/25	OTHER EXPENSES	651-5023990	300.00
CINTAS CORPORATION #18	608823	07/31/25	UNIFORMS	1207-4356001	65.25
CINTAS UNIFORMS	608824	07/31/25	OTHER EXPENSES	651-5023990	352.74
CAMPBELL CONSULTING LLC	608825	07/31/25	OTHER EXPENSES	601-5023990	570.00
CORE & MAIN	608826	07/31/25	OTHER EXPENSES	601-5023990	205.99
CORE & MAIN	608826	07/31/25	OTHER EXPENSES	601-5023990	230.35
CROSSROAD ENGINEERS, PC	608827	07/31/25	OTHER EXPENSES	609-5023990	560.00
CROSSROAD ENGINEERS, PC	608827	07/31/25	OTHER EXPENSES	601-5023990	27,616.10
JOHN DUFFY	608828	07/31/25	OTHER EXPENSES	651-5023990	225.00
JOHN DUFFY	608828	07/31/25	OTHER EXPENSES	601-5023990	225.00
ENVIRONMENTAL LABORATORIE	608829	07/31/25	OTHER EXPENSES	601-5023990	38.72
ENVIRONMENTAL SYSTEMS RES	608830	07/31/25	OTHER EXPENSES	601-5023990	15,885.71
ENVIRONMENTAL SYSTEMS RES	608830	07/31/25	OTHER EXPENSES	651-5023990	15,885.72
EVERETT J PRESCOTT INC	608831	07/31/25	OTHER EXPENSES	601-5023990	206.89
EVERETT J PRESCOTT INC	608831	07/31/25	OTHER EXPENSES	601-5023990	1,996.00
FASTENAL COMPANY	608832	07/31/25	OTHER EXPENSES	601-5023990	195.24
GRAINGER	608833	07/31/25	OTHER EXPENSES	651-5023990	50.15
P F M CAR & TRUCK CARE CE	608834	07/31/25	OTHER EXPENSES	601-5023990	519.68
HAPPY VALLEY SAND & GRAVE	608835	07/31/25	OTHER EXPENSES	601-5023990	1,757.39
HAPPY VALLEY SAND & GRAVE	608835	07/31/25	OTHER EXPENSES	601-5023990	876.12

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IMAVEX	608836	07/31/25	OTHER EXPENSES	601-5023990	70.95
IMAVEX	608836	07/31/25	OTHER EXPENSES	651-5023990	70.95
INDIANA OXYGEN CO	608837	07/31/25	OTHER EXPENSES	651-5023990	43.02
KEYSTONE COOPERATIVE INC	608838	07/31/25	DIESEL FUEL	1207-4231300	972.11
KEYSTONE COOPERATIVE INC	608838	07/31/25	GASOLINE	1207-4231400	768.69
LEACH & RUSSELL	608839	07/31/25	OTHER EXPENSES	601-5023990	385.00
MADDOX INDUSTRIAL GROUP I	608840	07/31/25	OTHER EXPENSES	651-5023990	412,888.30
MENARDS - FISHERS	608841	07/31/25	OTHER EXPENSES	601-5023990	69.98
MENARDS - FISHERS	608841	07/31/25	OTHER EXPENSES	651-5023990	69.98
MENARDS - FISHERS	608842	07/31/25	2448	651-5023990	59.52
MENARDS - FISHERS	608842	07/31/25	2626	651-5023990	206.50
MENARDS, INC	608843	07/31/25	14308	601-5023990	316.23
MENARDS, INC	608844	07/31/25	REPAIR PARTS	1207-4237000	107.68
MENARDS, INC	608845	07/31/25	14239	601-5023990	99.78
MICRO AIR INC	608846	07/31/25	OTHER EXPENSES	601-5023990	40.00
MICRO AIR INC	608846	07/31/25	OTHER EXPENSES	601-5023990	500.00
MORTON SALT	608847	07/31/25	OTHER EXPENSES	601-5023990	2,779.25
MORTON SALT	608847	07/31/25	OTHER EXPENSES	601-5023990	2,849.50
ON SITE SUPPLY	608848	07/31/25	OTHER EXPENSES	601-5023990	423.50
PPG ARCHITECTURAL FINISHE	608849	07/31/25	OTHER EXPENSES	601-5023990	214.06
PLYMATE	608850	07/31/25	OTHER EXPENSES	601-5023990	413.18
PLYMATE	608850	07/31/25	OTHER EXPENSES	651-5023990	139.23
PROMOTIONS PLUS INC	608851	07/31/25	OTHER EXPENSES	651-5023990	87.89
PROMOTIONS PLUS INC	608851	07/31/25	OTHER EXPENSES	601-5023990	87.89
REYNOLDS FARM EQUIPMENT	608852	07/31/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	154.84
SERVICE PIPE & SUPPLY INC	608853	07/31/25	OTHER EXPENSES	601-5023990	614.50
ECHO ELECTRIC	608854	07/31/25	OTHER EXPENSES	651-5023990	39.24
ECHO ELECTRIC	608854	07/31/25	OTHER EXPENSES	651-5023990	18.15
SUNBELT RENTALS, INC.	608855	07/31/25	OTHER EXPENSES	651-5023990	127.35
UTILITY SUPPLY CO INC.	608856	07/31/25	OTHER EXPENSES	601-5023990	104.64
WILDMAN BUSINESS GROUP	608857	07/31/25	OTHER EXPENSES	601-5023990	57.70
WILDMAN BUSINESS GROUP	608857	07/31/25	OTHER EXPENSES	601-5023990	47.78
WORRELL CORPORATION	608858	07/31/25	OTHER EXPENSES	601-5023990	444.69
YOUNG & SONS ASPHALT PAVI	608859	07/31/25	OTHER EXPENSES	601-5023990	3,400.00

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AL KARLANDER	608860	08/06/25	OTHER EXPENSES	601-5023990	64.22
AMES TRADE LLC	608861	08/06/25	OTHER EXPENSES	601-5023990	106.29
AMPHERS WELCH	608862	08/06/25	OTHER EXPENSES	601-5023990	112.14
EARLENE SEARS	608863	08/06/25	OTHER EXPENSES	601-5023990	78.80
GRACE KNIGHTON	608864	08/06/25	OTHER EXPENSES	601-5023990	48.48
GRAHAM LUNDEEN	608865	08/06/25	OTHER EXPENSES	601-5023990	187.78
JAY GRUMME	608866	08/06/25	OTHER EXPENSES	601-5023990	195.26
JEFFREY OBERNDORFER	608867	08/06/25	OTHER EXPENSES	601-5023990	14,806.44
JOY SMITH	608868	08/06/25	OTHER EXPENSES	601-5023990	71.43
KATHERINE CURNETT	608869	08/06/25	OTHER EXPENSES	601-5023990	66.14
AIMING LIU	608870	08/06/25	OTHER EXPENSES	601-5023990	58.16
LYN HOPPE-BAILEY	608871	08/06/25	OTHER EXPENSES	601-5023990	16.32
MATHEW BAIR	608872	08/06/25	OTHER EXPENSES	601-5023990	118.50
NED FLIGHTNER	608873	08/06/25	OTHER EXPENSES	601-5023990	135.81
RAHUL SEHGAL	608874	08/06/25	OTHER EXPENSES	601-5023990	30.86
THOMAS ARDAIOLO	608875	08/06/25	OTHER EXPENSES	601-5023990	60.60
VIRGINIA RODRIGUEZ	608876	08/06/25	OTHER EXPENSES	601-5023990	122.30
W & D LAND COMPANY LLC	608877	08/06/25	OTHER EXPENSES	601-5023990	20.88
WILLIE BROWN	608878	08/06/25	OTHER EXPENSES	601-5023990	190.37
ISO MIDTOWN CARMEL LLC	608879	08/06/25	ACCESS MIDTOWN GARAGE	1125-4353099 61742	3,000.00
ACE-PAK PRODUCTS INC	608880	08/06/25	CLEANING SUPPLIES	1125-4238900 61715	330.70
ACE-PAK PRODUCTS INC	608880	08/06/25	OTHER MAINT SUPPLIES	1093-4238900	158.94
ACE-PAK PRODUCTS INC	608880	08/06/25	OTHER MAINT SUPPLIES	1093-4238900	662.18
ACE-PAK PRODUCTS INC	608880	08/06/25	SAFETY SUPPLIES	1094-4239012	307.60
ACTIVE NETWORK LLC	608881	08/06/25	SUBSCRIPTIONS	1091-4355200	5,000.00
ADRENALINE INDOOR ADVENTU	608882	08/06/25	FIELD TRIPS	1082-4343007	1,044.00
MICHAEL ALLEN	608883	08/06/25	CELLULAR PHONE FEES	1125-4344100	300.00
AMERICAN RED CROSS-HLTH &	608884	08/06/25	EXTERNAL INSTRUCT FEES	1082-4357004	480.00
AMERICAN RED CROSS-HLTH &	608884	08/06/25	OTHER FEES & LICENSES	1096-4358300	400.00
B & H PHOTO-VIDEO, INC	608886	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	201.98
B S N SPORTS	608887	08/06/25	EQUIPMENT REPAIRS & MAINT	1093-4350000	259.20

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BELMONT GRAPHICS LLC	608888	08/06/25	SPLASH PAD SIGNS	1125-4239031	61316	236.00
BELMONT GRAPHICS LLC	608888	08/06/25	SPLASH PAD SIGNS	853-5023990	61316	1,676.28
BRAINSTORM PRINT	608889	08/06/25	STATIONARY & PRNTD MATERL	1091-4230100		35.00
BRAINSTORM PRINT	608889	08/06/25	PRINTING (NOT OFFICE SUP)	1092-4345000		715.00
BRAINSTORM PRINT	608889	08/06/25	OTHER MISCELLANEOUS	1081-4239099		310.00
BRAINSTORM PRINT	608889	08/06/25	OTHER MISCELLANEOUS	1091-4239099		310.00
BUTLER UNIVERSITY	608890	08/06/25	CLASSIFIED ADVERTISING	1125-4346000		175.00
CARMEL UTILITIES	608891	08/06/25	WATER & SEWER	1125-4348500		733.68
CARMEL UTILITIES	608891	08/06/25	WATER & SEWER	110-4348500		1,201.75
CARMEL WELDING & SUPP INC	608892	08/06/25	GARAGE & MOTOR SUPPIES	1125-4232100		165.48
CHILDREN'S MUSEUM OF INDI	608893	08/06/25	FIELD TRIPS	1082-4343007		1,434.00
CINTAS CORPORATION #18	608894	08/06/25	OTHER MAINT SUPPLIES	1093-4238900		937.16
CINTAS CORPORATION #18	608894	08/06/25	CLEANING SUPPLIES	1125-4238900	61748	336.63
CINTAS CORPORATION #18	608894	08/06/25	CLEANING SUPPLIS	1125-4238900	61707	336.63
CITY BARBEQUE LLC	608895	08/06/25	GENERAL PROGRAM SUPPLIES	1081-4239039		580.23
TRUDY COLER	608896	08/06/25	CELLULAR PHONE FEES	1125-4344100		50.00
AVANT GARDE LIMOS COACH &	608897	08/06/25	BUS TRIPS	1082-4343006		60,947.25
PAPAW'S ICE CREAM	608898	08/06/25	FIELD TRIPS	1082-4343007		272.50
INDY BUSINESS PROMOTIONS	608899	08/06/25	MARKETING & PROMOTIONS	1091-4341991		1,500.00
FREDDY DELFIN	608900	08/06/25	CELLULAR PHONE FEES	1091-4344100		50.00
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		194.26
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1091-4348000		17,806.07
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1091-4348000		42,659.67
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		66.57
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		52.97
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		32.58
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		129.54
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		50.06
DUKE ENERGY	608901	08/06/25	ELECTRICITY	110-4348000		94.13
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		325.13
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		553.46
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		60.87
DUKE ENERGY	608901	08/06/25	ELECTRICITY	110-4348000		916.43
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		254.84
DUKE ENERGY	608901	08/06/25	ELECTRICITY	1125-4348000		22.13
ELAN FINANCIAL SERVICES	608902	08/06/25	OTHER EXPENSES	853-5023990		69.75
ELAN FINANCIAL SERVICES	608902	08/06/25	TRAVEL FEES & EXPENSES	1091-4343000		1,949.83
ELAN FINANCIAL SERVICES	608902	08/06/25	INFO SYS MAINT/CONTRACTS	1091-4341955		398.39
ELAN FINANCIAL SERVICES	608902	08/06/25	MARKETING & PROMOTIONS	1091-4341991		787.48
ELAN FINANCIAL SERVICES	608902	08/06/25	TELEPHONE LINE CHARGES	1091-4344000		405.72
ELAN FINANCIAL SERVICES	608902	08/06/25	EXTERNAL INSTRUCT FEES	1091-4357004		745.00
ELAN FINANCIAL SERVICES	608902	08/06/25	EXTERNAL INSTRUCT FEES	1091-4357004		-645.00
ELAN FINANCIAL SERVICES	608902	08/06/25	GENERAL PROGRAM SUPPLIES	1092-4239039		365.04

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ELAN FINANCIAL SERVICES	608902	08/06/25	REPAIR PARTS	1093-4237000	1,869.60
ELAN FINANCIAL SERVICES	608902	08/06/25	EQUIPMENT REPAIRS & MAINT	1081-4350000	5.85
ELAN FINANCIAL SERVICES	608902	08/06/25	INFO SYS MAINT/CONTRACTS	1125-4341955	598.00
ELAN FINANCIAL SERVICES	608902	08/06/25	ORGANIZATION & MEMBER DUE	1125-4355300	1,999.00
ELAN FINANCIAL SERVICES	608902	08/06/25	OTHER MAINT SUPPLIES	1125-4238900	35.98
ELAN FINANCIAL SERVICES	608902	08/06/25	GENERAL PROGRAM SUPPLIES	1081-4239039	24.45
ELAN FINANCIAL SERVICES	608902	08/06/25	INFO SYS MAINT/CONTRACTS	1081-4341955	398.39
ELAN FINANCIAL SERVICES	608902	08/06/25	TRAVEL FEES & EXPENSES	1081-4343000	1,838.88
ELAN FINANCIAL SERVICES	608902	08/06/25	SUBSCRIPTIONS	1081-4355200	304.50
ELAN FINANCIAL SERVICES	608902	08/06/25	FIELD TRIPS	1082-4343007	310.00
ELAN FINANCIAL SERVICES	608902	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	423.90
ELAN FINANCIAL SERVICES	608902	08/06/25	FIELD TRIPS	1082-4343007	419.40
ELAN FINANCIAL SERVICES	608902	08/06/25	FIELD TRIPS	1082-4343007	1,242.18
ELAN FINANCIAL SERVICES	608902	08/06/25	FIELD TRIPS	1082-4343007	550.00
ELAN FINANCIAL SERVICES	608902	08/06/25	FIELD TRIPS	1082-4343007	1,978.75
ELAN FINANCIAL SERVICES	608902	08/06/25	FIELD TRIPS	1082-4343007	1,852.32
ELAN FINANCIAL SERVICES	608902	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	31.40
ELAN FINANCIAL SERVICES	608902	08/06/25	SUBSCRIPTIONS	1091-4355200	351.42
ELAN FINANCIAL SERVICES	608902	08/06/25	SPECIAL PROJECTS	1091-4359000	88.25
ELLIS MECHANICAL & ELECTR	608903	08/06/25	BUILDING REPAIRS & MAINT	1093-4350100	3,776.25
ELLIS MECHANICAL & ELECTR	608903	08/06/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	7,212.32
ELLIS MECHANICAL & ELECTR	608903	08/06/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	646.00
ELLIS MECHANICAL & ELECTR	608903	08/06/25	BUILDING REPAIRS & MAINT	1093-4350100	1,068.23
ELLIS MECHANICAL & ELECTR	608903	08/06/25	BUILDING REPAIRS & MAINT	1093-4350100	831.89
ELLIS MECHANICAL & ELECTR	608903	08/06/25	EQUIPMENT REPAIRS & MAINT	1125-4350000	98.00
ELLIS MECHANICAL & ELECTR	608903	08/06/25	INLOW SPLASH PAD	1125-4350000	344.00
FRANCISCO JAVIER CONTRERA	608904	08/06/25	SECURITY SERVICES	1091-4341992	225.00
FRIENDS OF CENTRAL POOL I	608905	08/06/25	6.20.25 TRIP	1082-4343007	432.00
FRIENDS OF CENTRAL POOL I	608905	08/06/25	7.10.25 TRIP	1082-4343007	228.00
FRIENDS OF CENTRAL POOL I	608905	08/06/25	7.2.25 TRIP	1082-4343007	268.00
FUN EXPRESS	608906	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	118.00
FITNESS & EXERCISE SERVIC	608907	08/06/25	EQUIPMENT REPAIRS & MAINT	1096-4350000	280.35
GRAINGER	608908	08/06/25	RETAIL GOODS	1092-4239045	1,268.00
GRAYBAR ELECTRIC CO, INC	608909	08/06/25	OTHER MAINT SUPPLIES	1093-4238900	426.00
GREEN TOUCH SERVICES, INC	608910	08/06/25	ENGLEDOW SIGN PLANTING	853-5023990	2,695.00
HOPE PLUMBING LLC	608911	08/06/25	FOUNDERS PARK DRAIN	1125-4350100	2,370.56
HOPE PLUMBING LLC	608911	08/06/25	FOUNDERS PARK DRAIN	1125-4350100	1,751.81
HOPE PLUMBING LLC	608911	08/06/25	INLOW PARK	1125-4350100	2,156.56
HP INC.	608912	08/06/25	COMPUTER EQUIPMENT	1125-4463200	759.34
INDIANA PARK & RECREATION	608913	08/06/25	SAFETY INSPECTION TRAIN	1125-R4357004	1,150.00
INDIANA UNIVERSITY	608914	08/06/25	JOB FAIR RECRUITMENT	1125-4346000	250.00
AES INDIANA	608915	08/06/25	ELECTRICITY	1125-4348000	64.12
AES INDIANA	608915	08/06/25	ELECTRICITY	1125-4348000	66.91
AES INDIANA	608915	08/06/25	ELECTRICITY	1125-4348000	118.66
AES INDIANA	608915	08/06/25	ELECTRICITY	1125-4348000	221.62

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AES INDIANA	608915	08/06/25	ELECTRICITY	110-4348000	1,978.81
JEJUAN WESTMORELAND	608916	08/06/25	SECURITY SERVICES	1091-4341992	165.00
JERAMI SUMMERS	608917	08/06/25	SECURITY SERVICES	1091-4341992	495.00
JERRODE D NAILS	608918	08/06/25	SECURITY SERVICES	1091-4341992	480.00
JES & SONS 2-WAY LLC	608919	08/06/25	EQUIPMENT REPAIRS & MAINT	1081-4350000	112.75
JES & SONS 2-WAY LLC	608919	08/06/25	EQUIPMENT REPAIRS & MAINT	1081-4350000	77.50
GOLF CONVERGENCE INC	608920	08/06/25	BUSINESS PLAN	1125-4359000 61242	13,900.00
ADAMSON'S KARATE CARMEL L	608921	08/06/25	ADULT CONTRACTORS	1082-4340800	1,200.00
FINELINE SERVICES	608922	08/06/25	EQUIPMENT REPAIRS & MAINT	1096-4350000	1,635.00
KROGER CO	608923	08/06/25	OFFICE SUPPLIES	1125-4230200	27.45
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	87.93
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	136.97
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	376.93
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1092-4239039	137.87
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	421.65
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	220.44
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1096-4239039	12.46
KROGER CO	608923	08/06/25	OTHER MISCELLANEOUS	1081-4239099	91.80
KROGER CO	608923	08/06/25	OTHER MISCELLANEOUS	1091-4239099	91.81
KROGER CO	608923	08/06/25	GENERAL PROGRAM SUPPLIES	1096-4239039	80.24
KROGER CO	608923	08/06/25	OTHER MISCELLANEOUS	1094-4239099	51.86
MAGERS BOOKKEEPING SERVIC	608924	08/06/25	OTHER PROFESSIONAL FEES	1125-4341999	120.00
MAGERS BOOKKEEPING SERVIC	608924	08/06/25	OTHER PROFESSIONAL FEES	1081-4341999	450.00
MAGERS BOOKKEEPING SERVIC	608924	08/06/25	OTHER PROFESSIONAL FEES	1091-4341999	435.00
MAGERS BOOKKEEPING SERVIC	608924	08/06/25	OTHER PROFESSIONAL FEES	110-4341999	175.00
ERIC MEHL	608925	08/06/25	CELLULAR PHONE FEES	1125-4344100	50.00
MICHELLE MORTON FOREST TH	608926	08/06/25	ADULT CONTRACTORS	1096-4340800	30.00
MICHELLE MORTON FOREST TH	608926	08/06/25	ADULT CONTRACTORS	1096-4340800	80.00
MID-AMERICA ELEVATOR INC	608927	08/06/25	BUILDING REPAIRS & MAINT	1093-4350100	8,915.00
NAPA AUTO PARTS INC	608928	08/06/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	185.63
NAPA AUTO PARTS INC	608928	08/06/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	-18.00
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	18.50
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	18.50
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	18.50
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	18.50
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	18.50
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	18.50
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	37.00
NCSI	608929	08/06/25	CRIMINAL BACKGROUND CHEC	1125-4341990	18.50
MIKE NORMAND	608930	08/06/25	CELLULAR PHONE FEES	1091-4344100	50.00
NORTHERN SAFETY CO, INC	608931	08/06/25	GENERAL PROGRAM SUPPLIES	1096-4239039	82.97

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PICNIC FURNITURE	608932	08/06/25	BENCHES-HISOTRICAL MUSEUM	853-5023990 61431	4,620.00
STACY PRESTON	608933	08/06/25	TRAVEL FEES & EXPENSES	1125-4343000	19.60
PURDUE UNIVERSITY	608934	08/06/25	CONFERENCE REGISTRATION	853-5023990 61702	80.00
PURDUE UNIVERSITY	608934	08/06/25	CONFERENCE REGISTRATION	853-5023990 61702	80.00
PURDUE UNIVERSITY	608934	08/06/25	CONFERENCE REGISTRATION	853-5023990 61702	80.00
MELLOW MUSHROOM PIZZA BAK	608935	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	223.84
L & F LLC	608936	08/06/25	ADULT CONTRACTORS	1082-4340800	540.00
DAVID A FARRELL	608937	08/06/25	SECURITY SERVICES	1091-4341992	900.00
CARMEL GLASS & MIRROR	608938	08/06/25	BUILDING REPAIRS & MAINT	110-4350100	365.00
STAPLES BUSINESS ADVANTAG	608939	08/06/25	GENERAL PROGRAM SUPPLIES	1081-4239039	426.81
STAPLES BUSINESS ADVANTAG	608939	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	137.21
STAPLES BUSINESS ADVANTAG	608939	08/06/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	169.82
STAPLES BUSINESS ADVANTAG	608939	08/06/25	OFFICE SUPPLIES	1091-4230200	284.11
STAPLES BUSINESS ADVANTAG	608939	08/06/25	GENERAL PROGRAM SUPPLIES	1096-4239039	230.00
STAPLES BUSINESS ADVANTAG	608939	08/06/25	GENERAL PROGRAM SUPPLIES	1081-4239039	206.47
STAPLES BUSINESS ADVANTAG	608939	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	19.99
STAPLES BUSINESS ADVANTAG	608939	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	123.80
STAPLES BUSINESS ADVANTAG	608939	08/06/25	OFFICE SUPPLIES	1125-4230200	166.93
SYSKO FOOD SERVICES	608940	08/06/25	FOOD & BEVERAGES	1095-4239040	6,474.33
SYSKO FOOD SERVICES	608940	08/06/25	FOOD & BEVERAGES	1095-4239040	-56.86
SYSKO FOOD SERVICES	608940	08/06/25	FOOD & BEVERAGES	1095-4239040	592.74
SYSKO FOOD SERVICES	608940	08/06/25	FOOD & BEVERAGES	1095-4239040	1,414.89
SYSKO FOOD SERVICES	608940	08/06/25	FOOD & BEVERAGES	1095-4239040	3,621.84
TERRYBERRY COMPANY LLC	608941	08/06/25	OTHER CONT SERVICES	1125-4350900	137.50
TERRYBERRY COMPANY LLC	608941	08/06/25	OTHER CONT SERVICES	1091-4350900	50.91
UKG INC	608942	08/06/25	INFO SYS MAINT/CONTRACTS	1091-4341955	6,457.13
UKG INC	608942	08/06/25	INFO SYS MAINT/CONTRACTS	1081-4341955	3,866.82
VANCO	608943	08/06/25	SMALL TOOLS & MINOR EQUIP	1095-4238000	254.52
VERIZON	608944	08/06/25	CELLULAR PHONE FEES	1081-4344100	507.78
VERIZON	608944	08/06/25	CELLULAR PHONE FEES	1091-4344100	121.88
VERIZON	608945	08/06/25	CELLULAR PHONE FEES	1125-4344100	1,451.66
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	191.69
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	149.80
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	39.32
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	905.68
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	2,475.76
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	783.18
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	207.22
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	440.67
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1082-4239039	219.36
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1081-4239039	78.39
WAL-MART COMMUNITY	608946	08/06/25	GENERAL PROGRAM SUPPLIES	1081-4239039	234.65
COURTNEY WEINTRAUT	608947	08/06/25	CELLULAR PHONE FEES	1125-4344100	50.00

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ADAM WILLIAMS	608948	08/06/25	TRAVEL FEES & EXPENSES	1082-4343000	31.92
180 COUNSELING LLC	608949	08/06/25	MENTAL HEALTH COUNSELING	1110-4340703	140.00
STONE MUNICIPAL GROUP	608950	08/06/25	OPEN CHECKBOOK REPORTING	1701-4340400 114254	1,500.00
ADVANCED TURF SOLUTIONS I	608951	08/06/25	LANDSCAPING SUPPLIES	2201-4239034	1,070.00
ALLISON LYNCH-MCGRATH	608952	08/06/25	OTHER CONT SERVICES	250-4350900	75.00
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	2200-4230200	83.67
AMAZON CAPITAL SERVICES	608954	08/06/25	OTHER MISCELLANEOUS	2200-4239099	117.61
AMAZON CAPITAL SERVICES	608954	08/06/25	HARDWARE	2200-4463201	-49.49
AMAZON CAPITAL SERVICES	608954	08/06/25	HARDWARE	2200-4463201	128.87
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1701-4230200	-88.46
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1701-4230200	82.37
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1701-4230200	54.32
AMAZON CAPITAL SERVICES	608954	08/06/25	OTHER MAINT SUPPLIES	1205-4238900	181.55
AMAZON CAPITAL SERVICES	608954	08/06/25	PROMOTIONAL FUNDS	1192-4355100	188.09
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1207-4230200	146.23
AMAZON CAPITAL SERVICES	608954	08/06/25	COMMUNICATION EQUIPMENT	102-4463100	898.00
AMAZON CAPITAL SERVICES	608954	08/06/25	FURNITURE & FIXTURES	102-4463000	913.23
AMAZON CAPITAL SERVICES	608954	08/06/25	INTERNAL TRAINING FEES	1120-4357001	83.94
AMAZON CAPITAL SERVICES	608954	08/06/25	PROMOTIONAL FUNDS	1120-4355100	132.07
AMAZON CAPITAL SERVICES	608954	08/06/25	OTHER MISCELLANEOUS	1120-4239099	412.89
AMAZON CAPITAL SERVICES	608954	08/06/25	OTHER MAINT SUPPLIES	1120-4238900	293.80
AMAZON CAPITAL SERVICES	608954	08/06/25	SMALL TOOLS & MINOR EQUIP	1120-4238000	735.35
AMAZON CAPITAL SERVICES	608954	08/06/25	REPAIR PARTS	1120-4237000	1,101.90
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1120-4230200	66.68
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1801-4230200	165.35
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1701-4230200	-42.80
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1115-4230200	43.39
AMAZON CAPITAL SERVICES	608954	08/06/25	OFFICE SUPPLIES	1115-4230200	19.99
AMAZON CAPITAL SERVICES	608954	08/06/25	REPAIR PARTS	1115-4237000	15.99
AMAZON CAPITAL SERVICES	608954	08/06/25	REPAIR PARTS	1115-4237000	311.88
AMAZON CAPITAL SERVICES	608954	08/06/25	REPAIR PARTS	1115-4237000	15.98
AMAZON CAPITAL SERVICES	608954	08/06/25	REPAIR PARTS	1115-4237000	119.99
AMERICAN STRUCTURE POINT,	608955	08/06/25	106TH & KEYSTONE DAMAGE	2201-R4350202 113110	14,502.50
AMERICAN STRUCTURE POINT,	608955	08/06/25	KEYSTONE MSE WALL REPAIRS	2201-R4350900 111183	19,476.00
AMERICAN STRUCTURE POINT,	608955	08/06/25	106TH/KEYSTONE DAMAGE	2201-R4350900 111131	12,397.50
AMERI-TURF	608956	08/06/25	LANDSCAPING SUPPLIES	2201-4239034	290.00
AMERI-TURF	608956	08/06/25	LANDSCAPING SUPPLIES	2201-4239034	584.00
AMERI-TURF	608956	08/06/25	LANDSCAPING SUPPLIES	2201-4239034	214.00
ANGEL OAK TREE CARE	608957	08/06/25	TREE STUMP REMOVAL	2201-4350400 115494	10,250.00
ANGEL OAK TREE CARE	608957	08/06/25	TREE STUMP REMOVAL	2201-4350400 115494	4,100.00
FORTE	608958	08/06/25	COMMUNICATION EQUIPMENT	1115-4463100	45.00
FORTE	608958	08/06/25	CRESTON ITEMS	1115-4463100 116891	6,340.00
BATTERIES PLUS BULBS	608959	08/06/25	REPAIR PARTS	1120-4237000	174.95
BEC ENTERPRISES LLC	608960	08/06/25	REPAIR PARTS	2201-4237000 117998	2,437.21
SEALMASTER INDIANAPOLIS	608961	08/06/25	MAINT SUPPLIES	2201-4238900 118060	1,344.73

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BOUND TREE MEDICAL LLC	608962	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011	2,887.81
BOUND TREE MEDICAL LLC	608962	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011	105.99
BREHOB NURSERY, INC	608963	08/06/25	FLOWERS	2201-4239034	879.38
BREHOB NURSERY, INC	608963	08/06/25	FLOWERS	2201-4239034	557.59
BREHOB NURSERY, INC	608963	08/06/25	FLOWERS	2201-4239034	5,029.25
BREHOB NURSERY, INC	608963	08/06/25	LANDSCAPING SUPPLIES	2201-4239034	96.00
BREHOB NURSERY, INC	608963	08/06/25	LANDSCAPING SUPPLIES	2201-4239034	124.31
BOBCAT OF ANDERSON	608964	08/06/25	REPAIR PARTS	2201-4237000	629.73
BOBCAT OF ANDERSON	608964	08/06/25	REPAIR PARTS	2201-4237000	360.37
BOBCAT OF ANDERSON	608964	08/06/25	REPAIR PARTS	2201-4237000	335.86
BOBCAT OF ANDERSON	608964	08/06/25	REPAIR PARTS	2201-4237000	96.86
BOBCAT OF ANDERSON	608964	08/06/25	KIT MAINT & FILTERS	2201-4237000	2,394.03
CARMEL WELDING & SUPP INC	608965	08/06/25	SMALL TOOLS & MINOR EQUIP	2201-4238000	1,457.65
CARMEL WELDING & SUPP INC	608965	08/06/25	REPAIR PARTS	2201-4237000	423.24
CATBUN STUDIOS	608966	08/06/25	STATUE MAINTENANCE	2201-4350900	3,216.26
CENTER FOR INTERNET SECUR	608967	08/06/25	MEMBERSHIP	1115-4340400	4,995.00
CITY WIDE MAINTENANCE	608968	08/06/25	CLEANING SERVICES	1207-4350600	991.33
CHOICE SCREENING INC	608969	08/06/25	OTHER CONT SERVICES	1120-4350900	1,175.02
CHRISTOPHER BURKE ENGINEE	608970	08/06/25	22-01 ON CALL NPDEA MS4	250-R4350900	3,935.89
CINTAS CORPORATION #18	608971	08/06/25	BUILDING MATERIAL	1207-4235000	928.89
CINTAS CORPORATION #18	608971	08/06/25	UNIFORMS	1207-4356001	49.73
CINTAS FIRST AID & SAFETY	608972	08/06/25	SAFETY SUPPLIES	1207-4239012	367.62
CRANDALL OFFICE FURNITURE	608973	08/06/25	STA 46 CHAIRS	102-4463000	2,395.75
CROWN TROPHY	608974	08/06/25	PROMOTIONAL PRINTING	1110-4345002	48.00
CUMMINS SALES & SERVICE	608975	08/06/25	GENERATOR MAINTENANCE	1110-4351501	5,669.59
CUMMINS SALES & SERVICE	608975	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	2,257.29
CURRENT PUBLISHING	608976	08/06/25	PUBLICATION OF LEGAL ADS	1702-4345500	52.97
CUSTOM TRUCK & AUTO INC	608977	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	849.38
OFFICE KEEPERS	608978	08/06/25	OFFICE CLEANING	1801-4350600	359.00
CONVERGINT TECHNOLOGIES L	608979	08/06/25	BOSCH AUTODOME BOX	1115-4463100	12,994.40
DON HINDS FORD	608980	08/06/25	REPAIR PARTS	1110-4237000	180.55
DON HINDS FORD	608980	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	3,077.65
DON HINDS FORD	608980	08/06/25	REPAIR PARTS	1120-4237000	97.30
DON HINDS FORD	608980	08/06/25	REPAIR PARTS	1120-4237000	532.47
DON HINDS FORD	608980	08/06/25	REPAIR PARTS	1120-4237000	20.77
DON HINDS FORD	608980	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	-75.00
DON HINDS FORD	608980	08/06/25	REPAIR PARTS	1120-4237000	62.29
DON HINDS FORD	608980	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	438.34

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DORSEY EXCAVATING INC	608981	08/06/25	COOL CREEK DRAINAGE PROJ	2201-4350900	118024	22,000.00
ECKART SUPPLY	608982	08/06/25	LIGHT REPAIR PARTS	2201-4350080	116896	1,926.84
ECKART SUPPLY	608982	08/06/25	REPAIR PARTS	2201-4237000		75.00
EMERGENCY RADIO SERVICE L	608983	08/06/25	EQUIPMENT REPAIRS & MAINT	1115-4350000		506.00
EMERGENCY VEHICLES PLUS	608984	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000		1,288.17
EMERGENCY VEHICLES PLUS	608984	08/06/25	REPAIR PARTS	1120-4237000		500.80
EWING IRRIGATION PRODUCTS	608985	08/06/25	LANDSCAPING SUPPLIES	2201-4239034		959.10
FIVE STAR STEEL	608986	08/06/25	VERSATUBE GARAGE	2201-4350900	118059	7,345.00
FIVE STAR STEEL	608986	08/06/25	VERSATUBE GARAGE	2201-R4350900	112926	19,300.00
GENUINE PARTS COMPANY-IND	608987	08/06/25	EQUIPMENT REPAIRS & MAINT	1207-4350000		383.22
GRAINGER	608988	08/06/25	OTHER MAINT SUPPLIES	2201-4238900		134.84
GREAT DANE TRAILERS	608989	08/06/25	REPAIR PARTS	1120-4237000		352.00
OMNI ELECTRIC LLC	608990	08/06/25	STREET LIGHT REPAIRS	2201-4350080	116652	11,360.00
OMNI ELECTRIC LLC	608990	08/06/25	STREET LIGHTS	2201-4466100	116561	14,860.09
GUARDIAN ALLIANCE TECHNOL	608991	08/06/25	OTHER CONT SERVICES	1120-4350900		2,144.00
HAAS ALERT	608992	08/06/25	REPAIR PARTS	1120-4237000		99.00
HAMILTON COUNTY REPORTER	608993	08/06/25	PUBLICATION OF LEGAL ADS	1702-4345500		50.29
HENRY SCHEIN INC	608994	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011		1,282.85
HENRY SCHEIN INC	608994	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011		43.75
HOOSIER FIRE EQUIPMENT IN	608995	08/06/25	HELMETS - LATERIAL PROCES	1120-4356003	118052	3,685.00
HOOSIER FIRE EQUIPMENT IN	608995	08/06/25	OTHER CONT SERVICES	1120-4350900		420.00
HOOSIER FIRE EQUIPMENT IN	608995	08/06/25	SAFETY ACCESSORIES	1120-4356003		221.85
STRYKER SALES LLC	608996	08/06/25	EMS EQUIP	102-4467006		700.34
I U P P S	608997	08/06/25	OTHER PROFESSIONAL FEES	1115-4341999		890.15
INDIANA OXYGEN CO	608998	08/06/25	BOTTLED GAS	1120-4231100		230.48
INDIANAPOLIS BUSINESS JOU	608999	08/06/25	SUBSCRIPTIONS	1192-4355200		159.00
BEST ONE OF TIPTON	609000	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000		2,022.50
BEST ONE OF INDY	609001	08/06/25	AUTO REPAIR & MAINTENANCE	1192-4351000		59.99
INTERNATIONAL CODE COUNCI	609002	08/06/25	PROMOTIONAL PRINTING	1192-4345002		36.00
INTERSTATE BILLING SERVIC	609003	08/06/25	INTERNATIONAL REPAIR	2201-4351000	118017	1,182.50
JAF PROPERTY SERVICES INC	609004	08/06/25	DSX DOOR - GOLF	1115-4350000	116723	5,377.00
JOHN P GOLLMER	609005	08/06/25	HISTORIC PRESERVATION COM	1192-4359029		4,434.22
KBSO CONSULTING LLC	609006	08/06/25	CONSULTING FEES	1115-4340400		745.00

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KUSSMAUL ELECTRONICS CO I	609007	08/06/25	REPAIR PARTS	1120-4237000	209.76
LOCHMUELLER GROUP, INC.	609008	08/06/25	22-02 116TH ST & RIVER RD	202-R4340100 106732	91.50
MACALLISTER MACHINERY CO	609009	08/06/25	OTHER RENTAL & LEASES	2201-4353099	-202.44
MACALLISTER MACHINERY CO	609009	08/06/25	OTHER RENTAL & LEASES	2201-4353099	516.40
MACALLISTER MACHINERY CO	609009	08/06/25	OTHER RENTAL & LEASES	2201-4353099	453.56
MACALLISTER MACHINERY CO	609009	08/06/25	OTHER RENTAL & LEASES	2201-4353099	4,578.23
MACQUEEN	609010	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	1,354.48
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	134.66
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	24.50
MACQUEEN	609010	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	1,740.85
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	449.98
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	25.40
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	218.48
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	-449.98
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	-3,430.20
MACQUEEN	609010	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	-855.28
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	2,826.97
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	570.93
MACQUEEN	609010	08/06/25	AUTO REPAIR & MAINTENANCE	1120-4351000	9,502.90
MACQUEEN	609010	08/06/25	REPAIR PARTS	1120-4237000	249.47
MAINSCAPE LANDSCAPING	609011	08/06/25	MOWING/LANDSCAPING	2201-4350400 114336	127,683.40
MAINSCAPE LANDSCAPING	609011	08/06/25	MOWING/LANDSCAPING	1206-4350400 114330	8,376.52
MAUCK INDUSTRIES	609012	08/06/25	POWDERCOATING	1206-4350900 116750	3,200.00
MCKESSON MEDICAL-SURGICAL	609013	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011	243.17
MCKESSON MEDICAL-SURGICAL	609013	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011	79.34
MEDLINE INDUSTRIES, INC	609014	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011	2,741.15
MENARDS - FISHERS	609015	08/06/25	2914	1120-4237000	40.88
MENARDS - FISHERS	609016	08/06/25	2537	2201-4237000	125.96
MENARDS, INC	609017	08/06/25	14338	1120-4236500	376.11
MENARDS, INC	609017	08/06/25	14338	1120-4237000	83.98
MENARDS, INC	609017	08/06/25	14276	1120-4237000	18.97
MENARDS, INC	609017	08/06/25	14226	1120-4237000	83.64
MENARDS, INC	609018	08/06/25	14767	1207-4350000	227.45
MENARDS, INC	609018	08/06/25	14845	1207-4350000	102.74
MENARDS, INC	609018	08/06/25	14907	1207-4350000	92.88
MENARDS, INC	609018	08/06/25	14977	1207-4350000	222.88
MENARDS, INC	609018	08/06/25	14964	1207-4350000	239.37
MID STATE TRUCK EQUIP COR	609019	08/06/25	AUTO REPAIRS	2201-4351000 117943	3,662.52
MID STATE TRUCK EQUIP COR	609019	08/06/25	AUTO REPAIR & MAINTENANCE	2201-4351000	38.00
MIDLAND	609020	08/06/25	OTHER MAINT SUPPLIES	1120-4238900	81.57
MILESTONE CONTRACTORS, L	609021	08/06/25	BITUMINOUS MATERIALS	2201-4236300	58.65
MILESTONE CONTRACTORS, L	609021	08/06/25	BITUMINOUS MATERIALS	2201-4236300	258.75
MILESTONE CONTRACTORS, L	609021	08/06/25	BITUMINOUS MATERIALS	2201-4236300	140.73

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MORPHEY CONSTRUCTION INC	609022	08/06/25	LOWE'S PARKWAY WORK	202-4340100	118069	11,000.00
NELSON ALARM COMPANY	609023	08/06/25	OTHER CONT SERVICES	1115-4350900		3,080.00
OFFICE DEPOT	609024	08/06/25	OFFICE SUPPLIES	1192-4230200		56.42
O'REILLY AUTO PARTS	609025	08/06/25	REPAIR PARTS	1120-4237000		100.28
O'REILLY AUTO PARTS	609025	08/06/25	REPAIR PARTS	2201-4237000		27.97
PAMELA WEISSMAN	609026	08/06/25	MENTAL HEALTH COUNSELING	1110-4340703		120.00
PENN CARE INC.	609027	08/06/25	EMS EQUIP	102-4467006		2,480.00
PENN CARE INC.	609027	08/06/25	SPECIAL DEPT SUPPLIES	102-4239011		493.00
PERENNIALS PLUS	609028	08/06/25	FLOWERS	2201-4239034	116777	625.00
PERENNIALS PLUS	609028	08/06/25	FLOWERS	2201-4239034	116777	625.00
PERENNIALS PLUS	609028	08/06/25	FLOWERS	2201-4239034	116777	-1,875.00
PERENNIALS PLUS	609028	08/06/25	FLOWERS	2201-4239034	116777	1,875.00
PERENNIALS PLUS	609028	08/06/25	FLOWERS	2201-4239034	116777	625.00
DANIEL J PFLEGING	609029	08/06/25	PUBLIC DEFENDER FEES	1301-4341952		2,083.33
READINGROCK	609030	08/06/25	LOCKING SAND	2201-4236100	117996	2,255.72
RED STITCH CREATIVE LLC	609031	08/06/25	UNIFORMS - LATERAL PROCES	1120-4356001	118056	1,912.50
REDLEE/SCS INC	609032	08/06/25	CIVIC SQ GARAGE MAINT	1206-4350100	114280	3,594.48
REEDY FINANCIAL GROUP PC	609033	08/06/25	OTHER PROFESSIONAL FEES	1401-4341999		4,175.00
REYNOLDS FARM EQUIPMENT	609034	08/06/25	OTHER CONT SERVICES	1120-4350900		95.00
RH CONTRACTING	609035	08/06/25	CHRISTKINDLMARKT STALLS	1206-4350900	118063	4,800.00
RH CONTRACTING	609035	08/06/25	CHRISTKINDLMARKT STALLS	1206-4350900	118063	4,800.00
RH CONTRACTING	609035	08/06/25	CHRISTKINDLMARKT STALLS	1206-4350900	118063	4,800.00
RH CONTRACTING	609035	08/06/25	CHRISTKINDLMARKT STALLS	1206-4350900	118063	4,800.00
SCAT PEST CONTROL INC.	609036	08/06/25	OTHER CONT SERVICES	2201-4350900		175.00
SCAT PEST CONTROL INC.	609036	08/06/25	OTHER CONT SERVICES	2201-4350900		145.00
SCAT PEST CONTROL INC.	609036	08/06/25	OTHER CONT SERVICES	2201-4350900		175.00
SEXSON MECHANICAL CORP	609037	08/06/25	BUILDING REPAIRS & MAINT	1120-4350100		1,709.38
SEXSON MECHANICAL CORP	609037	08/06/25	ENERGY CENTER CONTRACT	1208-4350900	116666	3,819.00
SEXSON MECHANICAL CORP	609037	08/06/25	ENERGY CENTER CONTRACT	1208-4350900	116666	3,819.00
SEXSON MECHANICAL CORP	609037	08/06/25	ENERGY CENTER CONTRACT	1208-4350900	116666	3,819.00
SEXSON MECHANICAL CORP	609037	08/06/25	ENERGY CENTER CONTRACT	1208-4350900	116666	3,819.00
SEXSON MECHANICAL CORP	609037	08/06/25	ENERGY CENTER CONTRACT	1208-4350900	116666	3,819.00
SEXSON MECHANICAL CORP	609037	08/06/25	ENERGY CENTER CONTRACT	1208-4350900	116666	3,819.00
SEXSON MECHANICAL CORP	609037	08/06/25	ENERGY CENTER CONTRACT	1208-4350900	116666	3,819.00
SHELBY GRAVEL INC	609038	08/06/25	CEMENT	2201-4236200		907.00
SHELBY GRAVEL INC	609038	08/06/25	CEMENT	2201-4236200		807.00
SIGNAL CONSTRUCTION INC	609039	08/06/25	CONTRACTOR SERVICES	2201-4350900	114340	3,790.00
SIGNAL CONSTRUCTION INC	609039	08/06/25	CONTRACTOR SERVICES	2201-4350900	114340	22,645.00
SIGNAL CONSTRUCTION INC	609039	08/06/25	CONTRACTOR SERVICES	2201-4350900	114340	23,310.00
SIGNAL CONSTRUCTION INC	609039	08/06/25	CONTRACTOR SERVICES	2201-4350900	114340	2,757.35

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STOOPS FREIGHTLINER	609040	08/06/25	REPAIR PARTS	2201-4237000	382.10
THE STREETSCAPE COMPANY	609041	08/06/25	BALL FINIALS & POSTS	2201-4239032	2,613.75
THE STREETSCAPE COMPANY	609041	08/06/25	SQ POST ANCHORS	2201-4239032	117975 117952 12,572.00
SUNBELT RENTALS	609042	08/06/25	OTHER RENTAL & LEASES	2201-4353099	519.49
SUNBELT RENTALS	609042	08/06/25	PAINT	2201-4236400	144.00
SUNBELT RENTALS	609042	08/06/25	PAINT	2201-4236400	14.00
SUNBELT RENTALS	609042	08/06/25	OTHER RENTAL & LEASES	2201-4353099	932.00
SUNBELT RENTALS, INC.	609043	08/06/25	OTHER RENTAL & LEASES	1120-4353099	64.32
SUNBELT RENTALS, INC.	609043	08/06/25	OTHER RENTAL & LEASES	1120-4353099	18.96
SUNBELT RENTALS, INC.	609043	08/06/25	OTHER RENTAL & LEASES	1120-4353099	142.50
SUNBELT RENTALS, INC.	609043	08/06/25	OTHER RENTAL & LEASES	1120-4353099	239.53
T M T INC	609044	08/06/25	OTHER CONT SERVICES	2201-4350900	5,975.00
MICHAEL GERALD TURK	609045	08/06/25	OTHER CONT SERVICES	1120-4350900	4,400.00
VANCO	609046	08/06/25	EQUIPMENT REPAIRS & MAINT	1120-4350000	619.24
WAGLER METAL SALES	609047	08/06/25	OTHER CONT SERVICES	1206-4350900	2,148.01
WAGLER METAL SALES	609047	08/06/25	OTHER CONT SERVICES	1206-4350900	-995.84
WAGLER METAL SALES	609047	08/06/25	PARTS FOR HUTS	1206-4350100	116833 2,027.45
WAGLER METAL SALES	609047	08/06/25	METAL FRAMES FOR HUTS	1206-4350900	117951 2,204.71
WAGLER METAL SALES	609047	08/06/25	METALWORK FOR HUTS	1206-4350900	118012 4,147.52
WAGLER METAL SALES	609047	08/06/25	METALWORK FOR HUTS	1206-4350900	118012 2,480.12
WHITE'S ACE HARDWARE	609048	08/06/25	31078656	1180-4356003	60.57
CENTERPOINT ENERGY	609049	08/08/25	NATURAL GAS	1208-4349000	751.84
AIM	609050	08/08/25	ORGANIZATION & MEMBER DUE	1201-4355300	50.00
FORTE	609051	08/08/25	COMMUNICATION EQUIPMENT	1115-4463100	628.94
BRADEN BUSINESS SYS,INC	609053	08/08/25	COPIER	1203-4353004	113.16
BRADEN BUSINESS SYS,INC	609054	08/08/25	OTHER RENTAL & LEASES	1207-4353099	95.00
CANON FINANCIAL SERVICES	609055	08/08/25	COPIER	1180-4353004	18.71
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	GASOLINE	1160-4231400	99.08
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	GASOLINE	1205-4231400	691.36
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	BOTTLED GAS	2201-4231100	287.26
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	DIESEL FUEL	2201-4231300	4,355.59
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	GASOLINE	2201-4231400	11,677.96
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	GASOLINE	1192-4231400	839.24
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	GASOLINE	1115-4231400	1,011.21
CARMEL CLAY SCHOOLS-FUEL	609056	08/08/25	GASOLINE	2200-4231400	767.11
CARMEL MIDTOWN COMM DEV C	609057	08/08/25	CRC GRANTS	902-4359012	400,000.00
CARMEL UTILITIES	609058	08/08/25	WATER & SEWER	2201-4348500	650.22
CARMEL UTILITIES	609058	08/08/25	WATER & SEWER	2201-4348500	501.20
CARMEL UTILITIES	609058	08/08/25	WATER & SEWER	2201-4348500	1,386.58
CARMEL UTILITIES	609058	08/08/25	WATER & SEWER	1120-4348500	228.46

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CARMEL UTILITIES	609058	08/08/25	WATER & SEWER	1120-4348500	408.69
CARMEL UTILITIES	609059	08/08/25	WATER & SEWER	1205-4348500	17.24
CARMEL UTILITIES	609059	08/08/25	WATER & SEWER	2201-4348500	30.06
CHARTER COMMUNICATIONS HO	609060	08/08/25	WEB PAGE FEES	1110-4355400	178.99
CITIZENS WESTFIELD	609061	08/08/25	OTHER EXPENSES	601-5023990	15.02
CITIZENS WESTFIELD	609061	08/08/25	OTHER EXPENSES	601-5023990	4.01
CITIZENS WESTFIELD	609061	08/08/25	OTHER EXPENSES	601-5023990	5.87
CLAY TOWNSHIP	609062	08/08/25	TRASH COLLECTION	1120-4350101	267.64
CLAY TOWNSHIP	609062	08/08/25	NATURAL GAS	1120-4349000	169.88
CLAY TOWNSHIP	609062	08/08/25	NATURAL GAS	1120-4349000	103.13
CLAY TOWNSHIP	609062	08/08/25	ELECTRICITY	1115-4348000	234.73
CLAY TOWNSHIP	609062	08/08/25	WATER & SEWER	1115-4348500	8.33
CLAY TOWNSHIP	609062	08/08/25	WATER & SEWER	1115-4348500	13.76
CLAY TOWNSHIP	609062	08/08/25	NATURAL GAS	1115-4349000	21.04
CLAY TOWNSHIP	609062	08/08/25	NATURAL GAS	1115-4349000	34.66
CLAY TOWNSHIP	609062	08/08/25	BUILDING REPAIRS & MAINT	1115-4350100	102.41
CLAY TOWNSHIP	609062	08/08/25	CLEANING SERVICES	1115-4350600	440.64
CLAY TOWNSHIP	609062	08/08/25	OTHER CONT SERVICES	1115-4350900	2,288.88
CLAY TOWNSHIP	609062	08/08/25	BUILDING REPAIRS & MAINT	1115-4350100	13.38
CLAY TOWNSHIP	609062	08/08/25	OTHER MISCELLANEOUS	1115-4239099	69.37
CLAY TOWNSHIP	609062	08/08/25	BUILDING REPAIRS & MAINT	1115-4350100	394.33
CLAY TOWNSHIP	609062	08/08/25	BUILDING REPAIRS & MAINT	1115-4350100	225.83
CLAY TOWNSHIP	609062	08/08/25	RENT PAYMENTS	1115-4352500	5,500.00
CLAY TOWNSHIP	609062	08/08/25	WATER & SEWER	1120-4348500	275.28
CLAY TOWNSHIP	609062	08/08/25	WATER & SEWER	1120-4348500	166.58
CLAY TOWNSHIP	609062	08/08/25	ELECTRICITY	1120-4348000	4,694.66
COMCAST BUSINESS	609063	08/08/25	INTERNET LINE CHARGES	1115-4344200	482.40
CONSTELLATION NEWENERGY G	609064	08/08/25	NATURAL GAS	2201-4349000	69.74
CULLIGAN WATER OF INDIANA	609065	08/08/25	OTHER MAINT SUPPLIES	1205-4238900	56.94
DAWN KRAWCZYK	609066	08/08/25	OFFICE SUPPLIES	1192-4230200	36.68
CULLIGAN OF INDIANAPOLIS	609067	08/08/25	OTHER CONT SERVICES	1701-4350900	48.45
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	46.43
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	25.36
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	21.80
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	83.27
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	88.12
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	36.37
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	40.98
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	92.56
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	54.34
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	66.25
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	37.22
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	35.94
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	102.07
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	265.44
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	34.98
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	14.77
DUKE ENERGY	609069	08/08/25	ELECTRICITY	1120-4348000	135.59

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DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	3,216.35
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	18.53
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	18.61
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	17.85
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	30.60
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	168.33
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	636.02
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	22.05
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	133.74
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	30.53
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	18.09
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	175.74
DUKE ENERGY	609069	08/08/25	ELECTRICITY	2201-4348000	308.42
DUKE ENERGY	609069	08/08/25	OTHER EXPENSES	651-5023990	170.36
DUKE ENERGY	609069	08/08/25	OTHER EXPENSES	651-5023990	54.43
DUKE ENERGY	609069	08/08/25	OTHER EXPENSES	651-5023990	61.33
DUKE ENERGY	609069	08/08/25	OTHER EXPENSES	651-5023990	33.57
DUKE ENERGY	609069	08/08/25	OTHER EXPENSES	651-5023990	1,779.16
DUKE ENERGY	609069	08/08/25	OTHER EXPENSES	651-5023990	31.90
DUKE ENERGY	609069	08/08/25	OTHER EXPENSES	651-5023990	35.35
CRYSTAL EDMONDSON	609070	08/08/25	TUITION REIMBURSEMENT	2201-4128000	1,144.05
CRYSTAL EDMONDSON	609070	08/08/25	OFFICE SUPPLIES	2201-4230200	22.68
ENTERPRISE FLEET MGMT INC	609071	08/08/25	AUTOMOBILE LEASE	1192-4352600	552.66
ENTERPRISE FLEET MGMT INC	609072	08/08/25	AUTOMOBILE LEASE	1192-4352600	552.66
EXPEDIENT/CONTINENTAL BRO	609073	08/08/25	MONTHLY SERVICES	1115-4355600 114287	978.25
GORDON FLESCH CO INC	609074	08/08/25	COPIER	1110-4353004	7.50
GORDON FLESCH CO INC	609075	08/08/25	COPIER	1192-4353004	15.93
GORDON FLESCH CO., INC.	609076	08/08/25	EQUIPMENT MAINT CONTRACTS	1120-4351501	79.77
GORDON FLESCH COMPANY	609077	08/08/25	OTHER EXPENSES	651-5023990	84.13
GORDON FLESCH COMPANY	609077	08/08/25	OTHER EXPENSES	601-5023990	307.98
GORDON FLESCH COMPANY	609078	08/08/25	OTHER EXPENSES	651-5023990	18.42
GORDON FLESCH COMPANY	609078	08/08/25	OTHER EXPENSES	601-5023990	18.41
GREATAMERICA FINANCIAL SE	609079	08/08/25	COPIER	1203-4353004	86.03
HUMANE SOCIETY FOR HAMILT	609080	08/08/25	HUMANE SOCIETY SERVICES	1110-4357500	14,025.38
I C C BUSINESS PRODUCTS	609081	08/08/25	EQUIPMENT MAINT CONTRACTS	1120-4351501	117.37
I.C.O. TRAINING FUND	609082	08/08/25	OTHER EXPENSES	210-5023990	40.00
INDIANA STATE POLICE	609083	08/08/25	OTHER EXPENSES	210-5023990	545.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	430.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	430.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	300.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	300.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	300.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	385.00

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INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	255.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	601-5023990	255.00
INDIANA WATER ENVIRONMENT	609084	08/08/25	OTHER EXPENSES	651-5023990	430.00
LIFE THROUGH JENNS EYES P	609085	08/08/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	600.00
JONATHAN R. BENGE	609086	08/08/25	TUITION REIMBURSEMENT	1120-4128000	600.00
KBSO CONSULTING LLC	609087	08/08/25	CONSULTING FEES	1115-4340400	4,925.00
EVERSTREAM GLC HOLDING CO	609088	08/08/25	INTERNET LINE CHARGES	1115-4344200	2,782.26
MISTER ICE OF INDIANAPOLI	609089	08/08/25	OTHER RENTAL & LEASES	1207-4353099	149.00
PABLO NAVARRETE	609090	08/08/25	EXTERNAL TRAINING TRAVEL	1110-4343002	200.00
OLD TOWN ON THE MONON	609091	08/08/25	RENT PAYMENTS	1801-4352500	155.00
PITNEY BOWES	609092	08/08/25	POSTAGE METER	1160-4353003	495.00
PRELOAD LLC	609093	08/08/25	OTHER EXPENSES	612-5023990	1,060,110.00
QUENCH	609094	08/08/25	OTHER CONT SERVICES	2201-4350900	357.18
REPUBLIC WASTE SERVICES O	609095	08/08/25	TRASH COLLECTION	1120-4350101	1,168.57
REPUBLIC WASTE SERVICES O	609096	08/08/25	TRASH COLLECTION	2201-4350101	2,208.91
REPUBLIC WASTE SERVICES O	609097	08/08/25	OTHER EXPENSES	601-5023990	196.15
REPUBLIC WASTE SERVICES O	609098	08/08/25	OTHER EXPENSES	601-5023990	651.94
REPUBLIC WASTE SERVICES O	609099	08/08/25	OTHER EXPENSES	651-5023990	1,440.63
JUSTIN D. RUTHERFORD	609100	08/08/25	TUITION REIMBURSEMENT	1120-4128000	1,444.80
SIMPLIFILE	609101	08/08/25	RECORDING FEES	2200-4340600	94.75
SIMPLIFILE	609102	08/08/25	RECORDING FEES	1702-4340600	197.75
STERICYCLE INC	609103	08/08/25	EQUIPMENT MAINT CONTRACTS	1201-4351501	80.82
SUE FINKAM	609104	08/08/25	TRAVEL & LODGING	1160-4343003	165.00
SEAN SUTTON	609105	08/08/25	TUITION REIMBURSEMENT	1120-4128000	1,580.00
SEAN SUTTON	609105	08/08/25	TUITION REIMBURSEMENT	1120-4128000	3,160.00
THOMSON REUTERS-WEST	609106	08/08/25	SUBSCRIPTIONS	1192-4355200	1,116.00
TOSHIBA AMERICA BUSINESS	609107	08/08/25	COPIER	1160-4353004	204.10
TOSHIBA FINANCIAL SERVICE	609108	08/08/25	COPIER	1801-4353004	165.17
TOSHIBA FINANCIAL SERVICE	609109	08/08/25	OTHER RENTAL & LEASES	2201-4353099	291.23
TRAVELERS	609110	08/08/25	GENERAL INSURANCE	1701-4347500	2,642.00
VAN AUSDALL & FARRAR	609111	08/08/25	COPIER	1701-4353004	82.61

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VAN AUSDALL & FARRAR	609112	08/08/25	EQUIPMENT MAINT CONTRACTS	1115-4351501	51.98
VERIZON	609113	08/08/25	CELLULAR PHONE FEES	1160-4344100	168.18
VERIZON	609114	08/08/25	CELLULAR PHONE FEES	1701-4344100	117.18
VERIZON	609115	08/08/25	CELLULAR PHONE FEES	1205-4344100	258.29
VERIZON	609116	08/08/25	CELLULAR PHONE FEES	1115-4344100	1,004.51
VERIZON	609117	08/08/25	CELLULAR PHONE FEES	1702-4344100	156.24
VERIZON	609118	08/08/25	CELLULAR PHONE FEES	1120-4344100	286.32
VERIZON	609119	08/08/25	CELLULAR PHONE FEES	1203-4344100	567.17
VERIZON	609120	08/08/25	OTHER EXPENSES	601-5023990	1,636.10
VERIZON	609121	08/08/25	CELLULAR PHONE FEES	1192-4344100	750.25
VERIZON	609122	08/08/25	CELLULAR PHONE FEES	1160-4344100	39.06
VERIZON	609123	08/08/25	CELLULAR PHONE FEES	2201-4344100	3,711.06
VERIZON	609124	08/08/25	CELLULAR PHONE FEES	1110-4344100	668.82
WEX BANK	609125	08/08/25	GASOLINE	1120-4231400	73.83
ZAYO GROUP LLC	609126	08/08/25	INTERNET LINE CHARGES	1115-4344200	1,164.05
ADVANCED TURF SOLUTIONS I	609127	08/12/25	LANDSCAPING SUPPLIES	2201-4239034	999.00
ADVANCED TURF SOLUTIONS I	609127	08/12/25	LANDSCAPING SUPPLIES	2201-4239034	2,380.68
AL WARREN OIL CO INC	609128	08/12/25	DIESEL FUEL	2201-4231300	1,077.53
AL WARREN OIL CO INC	609128	08/12/25	DIESEL FUEL	2201-4231300	1,251.01
AL WARREN OIL CO INC	609128	08/12/25	GASOLINE	2201-4231400	841.12
AL WARREN OIL CO INC	609128	08/12/25	DIESEL FUEL	2201-4231300	640.21
ALPHAGRAPHICS	609129	08/12/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	170.68
ALRO STEEL CORPORATION	609130	08/12/25	WELCOME SIGN SUPPLIES	2201-4239032 118075	1,174.50
AMAZON CAPITAL SERVICES	609131	08/12/25	OTHER MAINT SUPPLIES	1205-4238900	173.43
AMAZON CAPITAL SERVICES	609131	08/12/25	VIDEO EQUIPMENT	1203-4464500	132.99
AMAZON CAPITAL SERVICES	609131	08/12/25	OFFICE SUPPLIES	1203-4230200	27.68
AMAZON CAPITAL SERVICES	609131	08/12/25	OTHER EXPENSES	601-5023990	258.24
AMAZON CAPITAL SERVICES	609131	08/12/25	OTHER EXPENSES	651-5023990	8,160.11
ARCTIC ZONE LLC	609132	08/12/25	ICE RINK SERVICES	922-4350900 114350	100,024.37
ARGOS CONNECTED SOLUTIONS	609133	08/12/25	GPS TRACKING SERVICES	2201-4350900 115364	2,431.88
ARMOUR FIRE PROTECTION	609134	08/12/25	OTHER EXPENSES	651-5023990	912.80
ARMOUR FIRE PROTECTION	609134	08/12/25	OTHER EXPENSES	651-5023990	55.50
ARMOUR FIRE PROTECTION	609134	08/12/25	OTHER EXPENSES	601-5023990	192.00
ARMOUR FIRE PROTECTION	609134	08/12/25	OTHER EXPENSES	601-5023990	512.00

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ARTISTS DEVELOPMENT COMPA	609135	08/12/25	BREWS ON THE BLVD	923-4359003	118090	2,500.00
B L ANDERSON CO.	609136	08/12/25	OTHER EXPENSES	601-5023990		1,561.00
B L ANDERSON CO.	609136	08/12/25	OTHER EXPENSES	601-5023990		2,620.00
B L ANDERSON CO.	609136	08/12/25	OTHER EXPENSES	601-5023990		3,458.00
BAM OUTDOOR INC	609137	08/12/25	OTHER EXPENSES	651-5023990		3,574.38
BAM OUTDOOR INC	609137	08/12/25	OTHER EXPENSES	651-5023990		413.24
BAR COMMUNICATIONS LLC	609138	08/12/25	MEDIA RELATIONS SERVICES	1203-4341999	114349	5,000.00
BARNES & THORNBURG	609139	08/12/25	LEGAL FEES	1180-R4340000	110442	5,000.00
BARNES & THORNBURG	609139	08/12/25	LEGAL FEES	1180-R4340000	110442	5,000.00
BARNES & THORNBURG	609139	08/12/25	LEGAL FEES	1180-R4340000	110442	1,491.00
BEAVER RESEARCH COMPANY	609140	08/12/25	GARAGE & MOTOR SUPPLIES	2201-4232100		307.56
BEC ENTERPRISES LLC	609141	08/12/25	REPAIR PARTS	2201-4237000		1,017.70
BEC ENTERPRISES LLC	609141	08/12/25	OTHER EXPENSES	651-5023990		454.97
BLONDE ENTERTAINMENT LLC	609142	08/12/25	BREWS ON THE BLVD	923-4359003	116882	2,000.00
BOONE CO RESOURCE RECOVER	609143	08/12/25	OTHER EXPENSES	601-5023990		2,490.18
BOSE, MCKINNEY & EVANS	609144	08/12/25	LEGAL FEES	1180-R4340000	110443	5,994.00
BOSE, MCKINNEY & EVANS	609144	08/12/25	LEGAL FEES	1180-R4340000	110443	14,899.50
BRENNTAG MID SOUTH INC	609145	08/12/25	OTHER CONT SERVICES	1206-4350900		3,325.50
BRENNTAG MID SOUTH INC	609145	08/12/25	OTHER CONT SERVICES	1206-4350900		1,747.75
BRENNTAG MID SOUTH INC	609145	08/12/25	OTHER EXPENSES	601-5023990		3,194.00
BRICKWORKS SUPPLY LLC	609146	08/12/25	BUILDING MATERIAL	2201-4235000		1,209.78
BRICKWORKS SUPPLY LLC	609146	08/12/25	BUILDING MATERIAL	2201-4235000		518.40
C T W ELECTRICAL CO, INC	609147	08/12/25	GARAGE & MOTOR SUPPLIES	2201-4232100		522.48
C T W ELECTRICAL CO, INC	609147	08/12/25	REPAIR PARTS	2201-4351000	115359	69.02
C T W ELECTRICAL CO, INC	609147	08/12/25	REPAIR PARTS	2201-4351000	115359	264.31
CALDWELL ENVIRONMENTAL IN	609148	08/12/25	BUILDING REPAIRS & MAINT	2201-4350100		2,263.80
CARMEL CITY CENTER LLC	609149	08/12/25	GARAGE MAINT	1206-4350900	118014	2,309.88
CARMEL CITY CENTER LLC	609149	08/12/25	GARAGE REPAIRS	1206-4350900	116693	13,500.00
CARMEL CLAY HISTORICAL SO	609150	08/12/25	ARCHIVING SERVICES	1203-4359000	118092	2,330.00
CARMEL CLAY HISTORICAL SO	609150	08/12/25	OTHER EXPENSES	854-5023990		157.23
CINTAS FIRST AID & SAFETY	609151	08/12/25	OTHER CONT SERVICES	1701-4350900		115.74
CINTAS UNIFORMS	609152	08/12/25	OTHER EXPENSES	651-5023990		386.27
CORE & MAIN	609153	08/12/25	OTHER EXPENSES	601-5023990		225.90
CORE & MAIN	609153	08/12/25	OTHER EXPENSES	601-5023990		1,157.20
CORE & MAIN	609153	08/12/25	STORM SEWER MAINT SUPPLS	2201-4237001		1,557.99
CORE & MAIN	609153	08/12/25	INLET REPAIR PARTS	2201-4237001	118028	2,632.50
CORE & MAIN	609153	08/12/25	INLET REPAIR PARTS	2201-4237001	118028	3,463.90
CORE & MAIN	609153	08/12/25	INLET REPAIR PARTS	2201-4237001	118028	4,842.60
CORE & MAIN	609153	08/12/25	OTHER EXPENSES	601-5023990		556.50
CORE & MAIN	609153	08/12/25	COOL CREEK DRAINAGE PROJ	2201-4237001	118027	2,166.00

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CORE & MAIN	609153	08/12/25	COOL CREEK DRAINAGE PROJ	2201-4237001	118027	306.60
COVINO SMITH & SIMON INC	609154	08/12/25	OTHER EXPENSES	651-5023990		1,041.50
COVINO SMITH & SIMON INC	609154	08/12/25	OTHER EXPENSES	601-5023990		1,041.50
CURRENT PUBLISHING	609155	08/12/25	PUBLICATION OF LEGAL ADS	1702-4345500		26.49
DUNCO MARKETING EVENTS &	609156	08/12/25	SPONSORSHIP PROCUREMENT	854-5023990	116775	5,000.00
ECKART SUPPLY	609157	08/12/25	REPAIR PARTS	2201-4237000		22.84
ECKART SUPPLY	609157	08/12/25	BOLLARD LIGHTS	2201-4350080	116756	-67.17
ECKART SUPPLY	609157	08/12/25	BOLLARD LIGHTS	2201-4350080	116756	1,547.65
EDGE GUYS HEATING & COOLIN	609158	08/12/25	OTHER EXPENSES	601-5023990		143.50
EDGE GUYS HEATING & COOLIN	609158	08/12/25	OTHER EXPENSES	651-5023990		143.50
ENGLEDOW, INC	609159	08/12/25	INSTALL ANNUAL FLOWERS	2201-4350400	116536	9,630.89
ENGLEDOW, INC	609159	08/12/25	FLOWER INSTALLATION	1206-4350400	114334	4,549.82
ETHAN MCANDREWS	609160	08/12/25	SPECIAL PROJECTS	1203-4359000		225.00
GLOBAL INDUSTRIAL	609161	08/12/25	OTHER EXPENSES	651-5023990		421.85
GRAINGER	609162	08/12/25	LANDSCAPING SUPPLIES	2201-4239034		1,279.12
GRAINGER	609162	08/12/25	SMALL TOOLS & MINOR EQUIP	2201-4238000		161.38
GRAINGER	609163	08/12/25	OTHER EXPENSES	651-5023990		240.39
GRAINGER	609163	08/12/25	OTHER EXPENSES	651-5023990		29.10
GRAINGER	609163	08/12/25	OTHER EXPENSES	651-5023990		10.60
P F M CAR & TRUCK CARE CE	609164	08/12/25	OTHER EXPENSES	601-5023990		87.95
GROUNDSPRO LLC	609165	08/12/25	OTHER EXPENSES	601-5023990		2,888.00
H W C ENGINEERING	609166	08/12/25	ORCHARD PARK DRAINAGE	250-R4350900	105869	12,044.74
HACH COMPANY	609167	08/12/25	OTHER EXPENSES	651-5023990		195.75
HALL SIGNS, INC.	609168	08/12/25	CUSTOM SIGNS	2201-4239031	117960	4,852.56
HAPPY VALLEY SAND & GRAVE	609169	08/12/25	OTHER EXPENSES	601-5023990		3,224.02
HAPPY VALLEY SAND & GRAVE	609169	08/12/25	OTHER EXPENSES	601-5023990		2,212.82
HARRINGTON INDUSTRIAL PLA	609170	08/12/25	LANDSCAPING SUPPLIES	1206-4239034		227.30
HOME DEPOT CREDIT SERVICE	609171	08/12/25	OTHER EXPENSES	651-5023990		58.98
HOWARD COMPANIES	609172	08/12/25	BITUMINOUS MATERIALS	2201-4236300		159.60
HOWARD COMPANIES	609172	08/12/25	BITUMINOUS MATERIALS	2201-4236300		77.52
HOWARD COMPANIES	609172	08/12/25	BITUMINOUS MATERIALS	2201-4236300		82.84
HOWARD COMPANIES	609172	08/12/25	BITUMINOUS MATERIALS	2201-4236300		304.00
HUTSON & SONS BOILER	609173	08/12/25	OTHER EXPENSES	651-5023990		1,205.00
HYDRAULIC COMPONENT SPECI	609174	08/12/25	REPAIR PARTS	2201-4237000		377.00
I U P P S	609175	08/12/25	OTHER CONT SERVICES	2201-4350900		659.30

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INDIANA DESIGN CENTER, LL	609176	08/12/25	IDC GARAGE MAINT	1206-4350900 118011	1,926.42
INDIANA OXYGEN CO	609177	08/12/25	OTHER RENTAL & LEASES	2201-4353099	25.42
INDIANA OXYGEN CO	609177	08/12/25	OTHER RENTAL & LEASES	2201-4353099	24.60
INDIANA OXYGEN CO	609177	08/12/25	OTHER MAINT SUPPLIES	2201-4238900	832.47
INDIANA OXYGEN CO	609177	08/12/25	OTHER MAINT SUPPLIES	2201-4238900	99.31
INDIANA OXYGEN CO	609177	08/12/25	OTHER RENTAL & LEASES	2201-4353099	123.92
INDIANA OXYGEN CO	609177	08/12/25	OTHER RENTAL & LEASES	2201-4353099	142.80
INDIANA OXYGEN CO	609177	08/12/25	OTHER RENTAL & LEASES	2201-4353099	46.80
INDIANA OXYGEN CO	609177	08/12/25	OTHER RENTAL & LEASES	2201-4353099	205.12
INDIANA OXYGEN CO	609177	08/12/25	OTHER RENTAL & LEASES	2201-4353099	147.56
INDIANAPOLIS RECORDER NEW	609178	08/12/25	BREWS ON THE BLVD	1203-4345002 118101	1,079.68
BEST ONE OF TIPTON	609179	08/12/25	TIRES & TUBES	2201-4232000	35.00
BEST ONE OF TIPTON	609179	08/12/25	TIRES & TUBES	2201-4232000	604.04
BEST ONE OF TIPTON	609179	08/12/25	TIRES & TUBES	2201-4232000	940.00
IRVING MATERIALS INC	609180	08/12/25	GRAVEL	2201-4236000	1,167.99
JEREMY A SMITH	609181	08/12/25	OTHER CONT SERVICES	250-4350900	150.00
JOHN P RUSSO	609182	08/12/25	OTHER CONT SERVICES	250-4350900	75.00
KENNEY OUTDOOR SOLUTIONS	609183	08/12/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	505.74
KENNEY OUTDOOR SOLUTIONS	609183	08/12/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	374.07
KIMBALL-MIDWEST	609184	08/12/25	OTHER EXPENSES	601-5023990	146.65
KIMBALL-MIDWEST	609184	08/12/25	OTHER EXPENSES	601-5023990	149.33
KIMBALL-MIDWEST	609184	08/12/25	OTHER EXPENSES	601-5023990	109.00
KIRBY RISK CORPORATION	609185	08/12/25	OTHER EXPENSES	601-5023990	317.22
TENBARGE SEED	609186	08/12/25	GROUNDS MAINTENANCE	1207-4350400	680.09
LETITIA L LYNCH	609187	08/12/25	OTHER CONT SERVICES	250-4350900	300.00
MAIN EVENT SOUND AND LIGH	609188	08/12/25	BREWS ON THE BLVD	923-4359003 117922	2,875.00
MENARDS, INC	609189	08/12/25	15241	1115-4238000	18.99
MENARDS, INC	609189	08/12/25	15255	1115-4238000	21.99
MIKE LEE PRODUCTIONS LLC	609190	08/12/25	CITY PROMOTION ADVERTISIN	1203-4346500	800.00
MICRO AIR INC	609191	08/12/25	OTHER EXPENSES	601-5023990	300.00
MORTON SALT	609192	08/12/25	OTHER EXPENSES	601-5023990	2,834.77
MORTON SALT	609192	08/12/25	OTHER EXPENSES	601-5023990	2,880.09
MORTON SALT	609192	08/12/25	OTHER EXPENSES	601-5023990	2,798.51
MORTON SALT	609192	08/12/25	OTHER EXPENSES	601-5023990	2,868.76
MORTON SALT	609192	08/12/25	OTHER EXPENSES	601-5023990	2,854.03
MORTON SALT	609192	08/12/25	OTHER EXPENSES	601-5023990	2,868.76
MORTON SALT	609192	08/12/25	OTHER EXPENSES	601-5023990	2,869.89
NORTHSIDE TRAILER INC.	609193	08/12/25	REPAIR PARTS	2201-4237000	372.14
OBERER'S FLOWERS	609194	08/12/25	PROMOTIONAL FUNDS	1160-4355100	129.89
OBERER'S FLOWERS	609194	08/12/25	PROMOTIONAL FUNDS	1160-4355100	80.90

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ON SITE SUPPLY	609195	08/12/25	OTHER EXPENSES	601-5023990	184.50
ON SITE SUPPLY	609195	08/12/25	OTHER EXPENSES	601-5023990	171.00
PENSKE TRUCK LEASING CO L	609196	08/12/25	OTHER EXPENSES	651-5023990	2,500.00
PIP	609197	08/12/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	254.67
PIP	609197	08/12/25	TRAFFIC SIGNS	2201-4239030	254.67
PLYMATE	609198	08/12/25	OTHER EXPENSES	601-5023990	290.23
PROMOTIONS PLUS INC	609199	08/12/25	PROMOTIONAL FUNDS	1160-4355100	130.00
PROTEUS DISCOVERY GROUP L	609200	08/12/25	OTHER MISCELLANEOUS	1160-4239099	12.00
QUARLES & BRADY LLP	609201	08/12/25	LEGAL FEES	1180-4340000	860.00
QUARLES & BRADY LLP	609201	08/12/25	LEGAL FEES	1180-4340000	5,883.75
R & R PRODUCTS INC	609202	08/12/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	314.80
R & R PRODUCTS INC	609202	08/12/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	75.50
RCS CONTRACTOR SUPPLIES I	609203	08/12/25	OTHER MAINT SUPPLIES	2201-4238900	318.95
R E I REAL ESTATE SERVICE	609204	08/12/25	MONTHLY OPERATING EXPENSE	1206-4350100	672.00
R E I REAL ESTATE SERVICE	609204	08/12/25	MONTHLY OPERATING EXPENSE	1206-4350100	672.00
R E I REAL ESTATE SERVICE	609204	08/12/25	OTHER CONT SERVICES	1208-4350900	629.44
RED BUD SUPPLY	609205	08/12/25	SAFETY ACCESSORIES	2201-4356003	762.32
RH CONTRACTING	609206	08/12/25	CHRISTKINDLMART HUT LABOR	2201-4350900	4,800.00
RH CONTRACTING	609206	08/12/25	CHRISTKINDLMART HUT LABOR	2201-4350900	4,800.00
RH CONTRACTING	609206	08/12/25	CHRISTKINDLMART HUT LABOR	2201-4350900	4,800.00
RH CONTRACTING	609206	08/12/25	CHRISTKINDLMART HUT LABOR	2201-4350900	4,800.00
RUTHANN M WAITS	609207	08/12/25	OTHER CONT SERVICES	250-4350900	75.00
JANI-KING OF INDIANAPOLIS	609208	08/12/25	OTHER EXPENSES	601-5023990	836.00
JANI-KING OF INDIANAPOLIS	609208	08/12/25	OTHER EXPENSES	651-5023990	730.00
SERVICE SANITATION INC	609209	08/12/25	GAZEBO CONCERTS	1203-4359003	1,000.00
SERVICE SANITATION INC	609209	08/12/25	GAZEBO CONCERTS	1203-4359003	1,000.00
SHANE FEYS	609210	08/12/25	OTHER CONT SERVICES	250-4350900	75.00
SHELBY MATERIALS	609211	08/12/25	SAND	1207-4236100	1,293.21
SHELBY GRAVEL INC	609212	08/12/25	CEMENT	2201-4236200	40.00
SHELBY GRAVEL INC	609212	08/12/25	CEMENT	2201-4236200	905.00
SHELBY GRAVEL INC	609212	08/12/25	CEMENT	2201-4236200	2,510.00
SHELBY GRAVEL INC	609212	08/12/25	CEMENT	2201-4236200	2,821.00
SHELBY GRAVEL INC	609212	08/12/25	CEMENT	2201-4236200	1,418.00
SOURCE 1 ENVIRONMENTAL	609213	08/12/25	OTHER EXPENSES	651-5023990	2,244.00
STONE CENTER OF INDIANA	609214	08/12/25	SAND	2201-4236100	300.00
SUMITRA GHATE	609215	08/12/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	150.00

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SUNBELT RENTALS	609216	08/12/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	118.50
SUNBELT RENTALS	609216	08/12/25	FESTIVAL/COMMUNITY EVENTS	1203-4359003	153.38
SWANK MOTION PICTURES INC	609217	08/12/25	OTHER EXPENSES	854-5023990	530.00
TAFT STETTINIUS & HOLLIST	609218	08/12/25	LEGAL FEES	1180-4340000	7,744.50
TAFT STETTINIUS & HOLLIST	609218	08/12/25	LEGAL FEES	1180-4340000	122.00
TAFT STETTINIUS & HOLLIST	609218	08/12/25	LEGAL FEES	1180-4340000	61.00
TAYLOR MADE GOLF COMPANY,	609219	08/12/25	GOLF HARDGOODS	1207-4356007	254.85
TERESA ESTRADA	609220	08/12/25	OTHER CONT SERVICES	250-4350900	50.00
TERMINAL SUPPLY CO	609221	08/12/25	REPAIR PARTS	2201-4237000	125.26
TIFFANY LAWN & GARDEN	609222	08/12/25	MULCH	2201-4239034	415.00
TIFFANY LAWN & GARDEN	609222	08/12/25	MULCH	2201-4239034 115492	94.00
T-METAL WORKS, INC.	609223	08/12/25	STREET SIGNS	2201-4239031	286.00
T-METAL WORKS, INC.	609223	08/12/25	STREET SIGNS	2201-4239031	126.00
VASEY COMMERICAL HEATING	609224	08/12/25	BUILDING REPAIRS & MAINT	1207-4350100	1,684.60
WATERCHEM INC	609225	08/12/25	OTHER EXPENSES	651-5023990	17,020.00
BENGE'S ACE HARDWARE	609226	08/12/25	OTHER EXPENSES	601-5023990	22.27
WHITE'S ACE HARDWARE	609227	08/12/25	31078054	1203-4359003	11.76
WHITE'S ACE HARDWARE	609227	08/12/25	31078061	1203-4359003	2.99
WILDMAN BUSINESS GROUP	609228	08/12/25	OTHER EXPENSES	601-5023990	35.63
WILDMAN BUSINESS GROUP	609228	08/12/25	OTHER EXPENSES	601-5023990	22.72
WILKINSON BROTHERS	609229	08/12/25	DESIGN/WEBSITE/MARKETING	1203-4359003 118106	4,150.00
WILLIAM BALES	609230	08/12/25	OTHER CONT SERVICES	250-4350900	50.00
WORRELL CORPORATION	609231	08/12/25	OTHER EXPENSES	651-5023990	9,420.60
WORRELL CORPORATION	609231	08/12/25	OTHER EXPENSES	601-5023990	9,420.60
ZULEIKA GAMBLE	609232	08/12/25	OTHER CONT SERVICES	250-4350900	75.00
A PLUS BLINDS LLC	609233	08/12/25	BUILDING REPAIRS & MAINT	1093-4350100	3,286.00
AARON J BROOKS	609234	08/12/25	SECURITY SERVICES	1091-4341992	240.00
ACE-PAK PRODUCTS INC	609235	08/12/25	GENERAL PROGRAM SUPPLIES	1092-4239039	153.80
ACE-PAK PRODUCTS INC	609235	08/12/25	OTHER MAINT SUPPLIES	1093-4238900	158.94
ACE-PAK PRODUCTS INC	609235	08/12/25	CLEANING SUPPLIES	1125-4238900 61755	479.56
ACE-PAK PRODUCTS INC	609235	08/12/25	CLEANING SUPPLIES	1125-4238900 61786	711.22
ANNA PESCIO	609236	08/12/25	TRAVEL FEES & EXPENSES	1081-4343000	21.70
AUTOMATED LOGIC	609237	08/12/25	BUILDING REPAIRS & MAINT	1093-4350100	522.75
BLICK ART MATERIALS	609239	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	179.25
BLOOMERANG	609240	08/12/25	INFO SYS MAINT/CONTRACTS	1125-4341955	96.25

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BO-MAR INDUSTRIES, INC.	609241	08/12/25	FURNITURE & FIXTURES	1091-4463000	3,550.00
BOWL 32	609242	08/12/25	EXTERNAL INSTRUCT FEES	1081-4357004	300.00
BUDDENBAUM & MOORE, LLC	609243	08/12/25	OTHER MAINT SUPPLIES	1094-4238900	9,972.18
BUDDENBAUM & MOORE, LLC	609243	08/12/25	OTHER MAINT SUPPLIES	1094-4238900	10,004.16
BUDDENBAUM & MOORE, LLC	609243	08/12/25	INLOW SPLASH PAD CHEMICAL	1125-4238900 61610	1,798.02
CARMEL CLAY SCHOOLS	609244	08/12/25	FIELD TRIPS	1081-4343007	3,910.17
CARMEL CLAY SCHOOLS-FUEL	609245	08/12/25	GASOLINE	1125-4231400	2,604.25
CARMEL CLAY SCHOOLS-FUEL	609245	08/12/25	DIESEL FUEL	1125-4231300	502.58
CARMEL CLAY SCHOOLS-FUEL	609245	08/12/25	OFFICE SUPPLIES	1125-4230200	10.00
CARMEL DRIVE SELF-STORAGE	609246	08/12/25	OTHER CONT SERVICES	1091-4350900	325.00
CARMEL DRIVE SELF-STORAGE	609246	08/12/25	OTHER CONT SERVICES	1081-4350900	331.00
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	260.26
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	110-4348500	29.67
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	215.28
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	142.22
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	389.25
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	32.31
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1091-4348500	10,844.22
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	19,962.79
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	306.68
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	13,388.35
CARMEL UTILITIES	609247	08/12/25	WATER & SEWER	1125-4348500	27.48
CARMEL WELDING & SUPP INC	609248	08/12/25	PNR TRIMMER REPAIRS	1125-4350000 61789	59.23
CARMEL WELDING & SUPP INC	609248	08/12/25	PNR TRIMMER REPAIRS	1125-4350000 61789	208.38
CARMEL WELDING & SUPP INC	609248	08/12/25	PNR TRIMMER REPAIRS	1125-4350000 61789	101.79
CATALYST PUBLIC AFFAIRS G	609249	08/12/25	STRATEGIC REPRESENTATION	1125-R4350900 60094	8,800.00
CHILDREN'S MUSEUM OF INDI	609250	08/12/25	FIELD TRIPS	1082-4343007	1,009.00
CHILDREN'S MUSEUM OF INDI	609250	08/12/25	FIELD TRIPS	1082-4343007	905.00
CINTAS CORPORATION #18	609251	08/12/25	OTHER MAINT SUPPLIES	1093-4238900	946.66
CINTAS CORPORATION #18	609251	08/12/25	OTHER MAINT SUPPLIES	1125-4238900	241.15
CLAY TOWNSHIP	609252	08/12/25	OTHER RENTAL & LEASES	1081-4353099	8,269.72
CTI CONSTRUCTION LLC	609253	08/12/25	MGMT SERVICES NTE PROJECT	106-R4460715 55676	19,627.00
CTI CONSTRUCTION LLC	609253	08/12/25	MGMT SERVICES NTE PROJECT	106-R4460715 55676	2,975.00
CURRENT PUBLISHING	609254	08/12/25	MARKETING & PROMOTIONS	1091-4341991	285.00
CURRENT PUBLISHING	609254	08/12/25	MARKETING & PROMOTIONS	1081-4341991	190.00
DIRECT FITNESS SOLUTIONS	609255	08/12/25	EQUIPMENT REPAIRS & MAINT	1096-4350000	778.00
DIRECT TV	609256	08/12/25	CABLE SERVICE	1091-4349500	249.99
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1091-4350900	- .42
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1091-4350900	108.38
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1091-4350900	5.99
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1092-4350900	43.95

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CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1094-4350900	43.95
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1092-4350900	2.99
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1094-4350900	3.00
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1081-4350900	61.95
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1081-4350900	5.99
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1081-4350900	-6.00
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1125-4350900	13.98
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1125-4350900	5.99
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1125-4350900	299.70
CULLIGAN OF INDIANAPOLIS	609257	08/12/25	OTHER CONT SERVICES	1125-4350900	11.98
DUKE ENERGY	609258	08/12/25	ELECTRICITY	1125-4348000	521.08
DUKE ENERGY	609258	08/12/25	ELECTRICITY	1125-4348000	20.60
DUKE ENERGY	609258	08/12/25	ELECTRICITY	1125-4348000	46.92
DUKE ENERGY	609258	08/12/25	ELECTRICITY	1125-4348000	118.13
ELLIS MECHANICAL & ELECTR	609259	08/12/25	BUILDING REPAIRS & MAINT	1093-4350100	467.00
ENTERCOM INDIANAPOLIS WNT	609260	08/12/25	MARKETING & PROMOTIONS	1091-4341991	1,650.00
ENTERCOM INDIANAPOLIS WNT	609260	08/12/25	CLASSIFIED ADVERTISING	1091-4346000	1,000.00
ENTERCOM INDIANAPOLIS WNT	609260	08/12/25	CLASSIFIED ADVERTISING	1081-4346000	1,000.00
ENTERCOM INDIANAPOLIS WNT	609260	08/12/25	CLASSIFIED ADVERTISING	1091-4346000	850.00
ENTERCOM INDIANAPOLIS WNT	609260	08/12/25	CLASSIFIED ADVERTISING	1081-4346000	850.00
ENTERPRISE FM TRUST	609261	08/12/25	OTHER RENTAL & LEASES	1091-4353099	815.07
ENTERPRISE FM TRUST	609261	08/12/25	FLEET LEASE RENTALS	1125-4353099 60874	8,141.32
FIRST ADVANTAGE BACKGROUN	609262	08/12/25	CRIMINAL BACKGROUND CHEC	1091-4341990	420.06
FIRST ADVANTAGE BACKGROUN	609262	08/12/25	CRIMINAL BACKGROUND CHEC	1081-4341990	297.53
FRANCISCO JAVIER CONTRERA	609263	08/12/25	SECURITY SERVICES	1091-4341992	240.00
FULLER ENGINEERING CO LLC	609264	08/12/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	896.00
FUN EXPRESS	609265	08/12/25	GENERAL PROGRAM SUPPLIES	1081-4239039	145.50
GEOTAB USA INC	609266	08/12/25	FLEET GPS MONITORING	1125-4353099 60986	500.50
P F M CAR & TRUCK CARE CE	609267	08/12/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	211.07
HALL SIGNS, INC.	609268	08/12/25	SIGNAGE	1125-4239031 61600	555.40
HICKEY'S SHAVED ICE, LLC	609269	08/12/25	ADULT CONTRACTORS	1082-4340800	1,083.00
HOBBY LOBBY STORES	609270	08/12/25	GENERAL PROGRAM SUPPLIES	1096-4239039	132.94
HOBBY LOBBY STORES	609270	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	90.31
HOBBY LOBBY STORES	609270	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	209.42
HOBBY LOBBY STORES	609270	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	169.71
HOBBY LOBBY STORES	609270	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	57.08
HP INC.	609271	08/12/25	COMPUTER EQUIPMENT	1081-4463200	4,703.36
HP INC.	609271	08/12/25	COMPUTER EQUIPMENT	1091-4463200	5,879.20
HP INC.	609271	08/12/25	COMPUTER EQUIPMENT	1081-4463200	892.11
INGRID M RITCHIE, PH D	609272	08/12/25	ADULT CONTRACTORS	1096-4340800	9,457.00
INSIGHT PUBLIC SECTOR, IN	609273	08/12/25	COMPUTER EQUIPMENT	1091-4463200	366.00

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IRON MOUNTAIN INC	609274	08/12/25	OTHER PROFESSIONAL FEES	1081-4341999	109.50
IRON MOUNTAIN INC	609274	08/12/25	OTHER PROFESSIONAL FEES	1091-4341999	109.50
JERRODE D NAILS	609275	08/12/25	SECURITY SERVICES	1091-4341992	960.00
LOWE'S COMPANIES INC	609276	08/12/25	BUILDING MATERIAL	1093-4235000	89.24
LOWE'S COMPANIES INC	609276	08/12/25	SMALL TOOLS & MINOR EQUIP	1095-4238000	244.18
LOWE'S COMPANIES INC	609276	08/12/25	GENERAL PROGRAM SUPPLIES	1092-4239039	342.78
MAC DESIGNS INC	609277	08/12/25	STAFF CLOTHING	1081-4356004	3,379.50
METRO FIBERNET LLC	609278	08/12/25	CABLE SERVICE	1125-4349500	99.95
METRO FIBERNET LLC	609279	08/12/25	CABLE SERVICE	1125-4349500	99.95
MICRO AIR INC	609280	08/12/25	OTHER CONT SERVICES	1094-4350900	750.00
MICRO AIR INC	609280	08/12/25	OTHER CONT SERVICES	1094-4350900	200.00
MICRO AIR INC	609280	08/12/25	OTHER CONT SERVICES	1125-4350900	20.00
MICRO AIR INC	609280	08/12/25	OTHER CONT SERVICES	1125-4350900	20.00
MICRO AIR INC	609280	08/12/25	INLOW SPLASH PAD	1125-4238900 61517	125.00
NCSI	609281	08/12/25	CRIMINAL BACKGROUND CHEC	1125-4341990	37.00
NORAH WILEY	609282	08/12/25	TRAVEL FEES & EXPENSES	1082-4343000	165.27
PDF MECHANICAL LLC	609283	08/12/25	BUILDING REPAIRS & MAINT	1093-4350100	3,309.80
PICKETT & ASSOCIATES, LLC	609285	08/12/25	MARKETING & PROMOTIONS	1091-4341991	1,260.00
POWER DMS	609286	08/12/25	INFO SYS MAINT/CONTRACTS	1081-4341955	2,907.19
POWER DMS	609286	08/12/25	INFO SYS MAINT/CONTRACTS	1091-4341955	2,907.19
POWER DMS	609286	08/12/25	INFO SYS MAINT/CONTRACTS	1125-4341955	2,907.19
AIMEE RICH	609287	08/12/25	TRAVEL FEES & EXPENSES	1081-4343000	122.50
S & S CRAFTS WORLDWIDE IN	609288	08/12/25	GENERAL PROGRAM SUPPLIES	1081-4239039	445.72
S & S CRAFTS WORLDWIDE IN	609288	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	247.68
S & S CRAFTS WORLDWIDE IN	609288	08/12/25	GENERAL PROGRAM SUPPLIES	1081-4239039	69.56
JANI-KING OF INDIANAPOLIS	609289	08/12/25	CLEANING SERVICES	1093-4350600	29,848.00
JANI-KING OF INDIANAPOLIS	609289	08/12/25	CLEANING SERVICES	110-4350600	1,690.00
JANI-KING OF INDIANAPOLIS	609289	08/12/25	CLEANING SERVICES	110-4350600	1,549.00
JANI-KING OF INDIANAPOLIS	609289	08/12/25	CLEANING SERVICES	1093-4350600	1,344.69
JANI-KING OF INDIANAPOLIS	609289	08/12/25	2025 SERVICES-CP WESTERME	1125-4350600 60677	3,540.00
JANI-KING OF INDIANAPOLIS	609289	08/12/25	2025 SERVICE-NAT RESOURCE	1125-4350600 60678	281.00
JANI-KING OF INDIANAPOLIS	609289	08/12/25	2025 JANITORIAL-ADMIN OFF	1125-4350600 60683	450.00
SERVICE SANITATION INC	609290	08/12/25	NORTH BEACH RENTAL	1125-4353099 61474	160.00
SERVICE SANITATION INC	609290	08/12/25	BEAR CREEK 5/1-9/30	1125-4353099 61453	160.00
STAPLES BUSINESS ADVANTAG	609291	08/12/25	GENERAL PROGRAM SUPPLIES	1081-4239039	146.98
STAPLES BUSINESS ADVANTAG	609291	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	511.13
STAPLES BUSINESS ADVANTAG	609291	08/12/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	13.47
STAPLES BUSINESS ADVANTAG	609291	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	75.08
STAPLES BUSINESS ADVANTAG	609291	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	303.82
STAPLES BUSINESS ADVANTAG	609291	08/12/25	GENERAL PROGRAM SUPPLIES	1082-4239039	75.08
SUNBELT RENTALS, INC.	609292	08/12/25	BUILDING REPAIRS & MAINT	1093-4350100	398.21

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SYSCO FOOD SERVICES	609293	08/12/25	FOOD & BEVERAGES	1095-4239040	2,739.35	
TRICO REGIONAL SEWER UTIL	609294	08/12/25	WATER & SEWER	1125-4348500	85.24	
TRICO REGIONAL SEWER UTIL	609294	08/12/25	WATER & SEWER	1125-4348500	17.53	
TRICO REGIONAL SEWER UTIL	609294	08/12/25	WATER & SEWER	1125-4348500	119.03	
TRICO REGIONAL SEWER UTIL	609294	08/12/25	WATER & SEWER	1091-4348500	649.87	
TRICO REGIONAL SEWER UTIL	609294	08/12/25	WATER & SEWER	1091-4348500	5,865.60	
TRICO REGIONAL SEWER UTIL	609294	08/12/25	WATER & SEWER	110-4348500	217.62	
TRICO REGIONAL SEWER UTIL	609294	08/12/25	WATER & SEWER	1125-4348500	142.87	
ULEAD INC	609295	08/12/25	ADULT CONTRACTORS	1081-4340800	1,154.80	
VERIZON	609296	08/12/25	CELLULAR PHONE FEES	1081-4344100	2,125.91	
WM CORPORATE SERVIES INC	609297	08/12/25	TRASH COLLECTION	1125-4350101	221.08	
WM CORPORATE SERVIES INC	609297	08/12/25	TRASH COLLECTION	1125-4350101	533.84	
WEIHE ENGINEERS INC	609298	08/12/25	WEST PARK PLAYGROUND EXP	1125-R4350900	60636	5,770.00
ALLISON WERICH	609299	08/12/25	TRAVEL FEES & EXPENSES	1081-4343000	127.40	
ALLISON WERICH	609299	08/12/25	TRAVEL FEES & EXPENSES	1082-4343000	145.60	
WILLIAMS CREEK MGMT CORP	609300	08/12/25	MEADOWLARK INVASIVE MGMT	1125-4350400	60810	2,020.00
WILLOW MARKETING MGMT, IN	609301	08/12/25	INFO SYS MAINT/CONTRACTS	1091-4341955	104.17	
WILLOW MARKETING MGMT, IN	609301	08/12/25	INFO SYS MAINT/CONTRACTS	1081-4341955	104.16	
WILLOW MARKETING MGMT, IN	609301	08/12/25	INFO SYS MAINT/CONTRACTS	1091-4341955	4.50	
WILLOW MARKETING MGMT, IN	609301	08/12/25	INFO SYS MAINT/CONTRACTS	1081-4341955	4.50	
WISSCO IRRIGATION INC	609302	08/12/25	FOUNDERS PARK IRRIGATION	1125-4350400	61799	398.37
ZOGICS LLC	609303	08/12/25	OTHER MAINT SUPPLIES	1096-4238900		2,460.10
FORTE	608885	08/06/25	CAMERA EQUIP WEST PARK	103-4462000	61506	4,425.00
GREEN TOUCH SERVICES, INC	608910	08/06/25	OTHER STRUCTURE IMPROVEMN	103-4462000		1,230.00
BELSON OUTDOORS, INC	609238	08/12/25	TRASH CAN & DOG POT SUPP	103-4462000	61717	1,533.00
PHOENIX POOLS INC	609284	08/12/25	POOL PLASTERING 2025	103-4462000	61753	44,285.00
PHOENIX POOLS INC	609284	08/12/25	POOL PLASTERING 2025	103-4462000	61753	24,190.00
WEIHE ENGINEERS INC	609298	08/12/25	FOUNDERS PARK PLAYGROUND	103-R4462000	57564	5,704.15
WEIHE ENGINEERS INC	609298	08/12/25	FOUNDERS PARK BOARDWALK	103-R4462000	60556	2,475.00
WILLIAMS CREEK MGMT CORP	609300	08/12/25	RIVER HERITAGE 2YR MAINT	103-4462000	61025	2,187.50
BARNES & THORNBURG	609052	08/08/25	OTHER EXPENSES	612-5023990		54,687.00
A T & T MOBILITY	608777	07/31/25	TELEPHONE LINE CHARGES	911-4344000		73.00
SHUCK'S WELDING & FABRICA	608800	07/31/25	OTHER EXPENSES	204-5023990		11,176.00
FORTE	609051	08/08/25	OTHER EXPENSES	204-5023990		29,446.46

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TOTAL HAND WRITTEN CHECKS

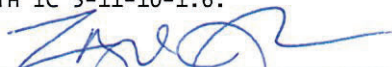
.00

TOTAL COMPUTER-WRITTEN CHECKS

4,071,014.29

TOTAL WRITTEN CHECKS 4,071,014.29

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



CFO / CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 29 PAGES, A
EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL
AMOUNT OF 4,071,014.29 DATED THIS _____ DAY OF _____,
PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF _____ AYES AND _____ NAYS.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

City of Carmel
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VENDOR	PAYMENT DATE	DEPT.	ACCOUNT	MERCHANT NAME	POSTING DATE	TRANSACTION AMOUNT
FIFTH THIRD	8/4/2025	1115	4355600	CLOUDFLARE	07/10/2025	10.11
FIFTH THIRD	8/4/2025	1115	4355600	CLOUDFLARE	07/10/2025	11.84
FIFTH THIRD	8/4/2025	1115	4355600	CLOUDFLARE	07/10/2025	10.11
FIFTH THIRD	8/4/2025	1115	4355600	CLOUDFLARE	07/10/2025	10.44
FIFTH THIRD	8/4/2025	1115	4355600	CLOUDFLARE	07/10/2025	11.84
FIFTH THIRD	8/4/2025	2200	4343002	PU CONFERENCES	07/09/2025	250.00
FIFTH THIRD	8/4/2025	1110	4343002	COUNTRY INN BY CARLSON	07/09/2025	843.65
FIFTH THIRD	8/4/2025	1110	4357600	SHERLOCKBONESVET.COM	07/09/2025	75.00
FIFTH THIRD	8/4/2025	2200	4343002	PU PARKING GARAGES	07/09/2025	9.00
FIFTH THIRD	8/4/2025	2201	4358300	IN BMV CENTRAL OFFICE	07/09/2025	45.00
FIFTH THIRD	8/4/2025	1160	4355100	CONDOLENCES.COM	07/09/2025	108.98
FIFTH THIRD	8/4/2025	1801	4355200	IBJ ONLINE	07/08/2025	16.00
FIFTH THIRD	8/4/2025	1110	4357004	DALLAS CHILDRENS ADVOC	07/08/2025	1,790.00
FIFTH THIRD	8/4/2025	1110	4342100	UPS BILLING CENTER	07/08/2025	26.03
FIFTH THIRD	8/4/2025	1160	4355200	D J WSJ	07/08/2025	38.99
FIFTH THIRD	8/4/2025	1115	4355200	BUSINESS.APPLE.COM	07/07/2025	22.02
FIFTH THIRD	8/4/2025	2200	4239099	HOSTINGER.COM	07/07/2025	17.17
FIFTH THIRD	8/4/2025	1801	4355200	NYTIMES	07/07/2025	20.00
FIFTH THIRD	8/4/2025	1160	4230200	AMAZON MARK N37XB7BW0	07/07/2025	171.14
FIFTH THIRD	8/4/2025	1160	4355200	NYTIMES	07/07/2025	25.00
FIFTH THIRD	8/4/2025	851	5023990	QDOBA 2230 CATERING	07/07/2025	267.50
FIFTH THIRD	8/4/2025	1203	4359003	PY CARMEL DRIVE SELF	07/07/2025	265.00
FIFTH THIRD	8/4/2025	851	5023990	JETS PIZZA - IN-001	07/04/2025	48.57
FIFTH THIRD	8/4/2025	1120	4350900	FEDEX OFFIC70400007047	07/04/2025	88.06
FIFTH THIRD	8/4/2025	1160	4342100	USPS.COM CLICKNSHIP	07/04/2025	25.00
FIFTH THIRD	8/4/2025	1110	4353099	PY SIGNATURE SELF ST	07/03/2025	314.00
FIFTH THIRD	8/4/2025	2201	4357004	PU ED STORE WEB	07/03/2025	87.63
FIFTH THIRD	8/4/2025	2201	4238900	CO IRON WORKS INC	07/03/2025	4,572.88
FIFTH THIRD	8/4/2025	1110	4463000	IN MADISON LIQUIDATOR	07/03/2025	3,346.80
FIFTH THIRD	8/4/2025	1115	4355600	CALLBACK TECHNOLOGIES	07/03/2025	99.00
FIFTH THIRD	8/4/2025	1203	4359000	WALGREENS #15334	07/02/2025	4.49
FIFTH THIRD	8/4/2025	1160	4344100	AMAZON MARK N33JL2SK2	07/02/2025	13.90
FIFTH THIRD	8/4/2025	1203	4359003	PY CARMEL DRIVE SELF	07/02/2025	777.00
FIFTH THIRD	8/4/2025	1160	4230200	THE UPS STORE 2587	07/02/2025	13.50
FIFTH THIRD	8/4/2025	1203	4359003	EVENTBRITE PRO SUB	07/01/2025	100.00
FIFTH THIRD	8/4/2025	1160	4357004	THE ACADEMY OF MANAGEM	07/01/2025	35.00
FIFTH THIRD	8/4/2025	1701	4355300	GOVERNMENT FINANCE OFF	07/01/2025	575.00
FIFTH THIRD	8/4/2025	1110	4357004	JUSTICEACADEMYTRAINING	07/01/2025	224.00
FIFTH THIRD	8/4/2025	2201	4343002	PURDUE DIGITAL ED PREM	07/01/2025	110.00
FIFTH THIRD	8/4/2025	1110	4344100	RECONYX	06/30/2025	10.00
FIFTH THIRD	8/4/2025	1160	4239040	LONEPINE BISTRO	06/30/2025	540.00
FIFTH THIRD	8/4/2025	1120	4343002	SOUTHWEST AIRLINES	06/30/2025	329.97
FIFTH THIRD	8/4/2025	1110	4357004	PATC TRAINING	06/30/2025	500.00
FIFTH THIRD	8/4/2025	1203	4346500	VISTAPRINT	06/30/2025	154.70
FIFTH THIRD	8/4/2025	1160	4344100	AMAZON MARK NQ67H9IU1	06/30/2025	10.57
FIFTH THIRD	8/4/2025	1120	4357004	FIRST DUE REGJ8YFR5FA	06/27/2025	864.11
FIFTH THIRD	8/4/2025	1120	4357004	DHS - INDIANA CONV. FE	06/27/2025	2.25
FIFTH THIRD	8/4/2025	1120	4343002	SOUTHWEST AIRLINES	06/27/2025	696.35
FIFTH THIRD	8/4/2025	1120	4343002	SOUTHWEST AIRLINES	06/27/2025	696.35
FIFTH THIRD	8/4/2025	1120	4357004	FIRST DUE REGMLQQOBYB	06/27/2025	864.11

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

FIFTH THIRD	8/4/2025	1110	4358300	IN BMV CENTRAL OFFICE	06/27/2025	60.00
FIFTH THIRD	8/4/2025	1120	4357004	SOI DEPT. OF HOMELAND	06/27/2025	100.00
FIFTH THIRD	8/4/2025	1110	4343002	HILTON	06/27/2025	813.09
FIFTH THIRD	8/4/2025	1110	4343002	HILTON	06/27/2025	813.09
FIFTH THIRD	8/4/2025	1160	4343003	AMERICAN AIRLINES	06/27/2025	108.99
FIFTH THIRD	8/4/2025	1120	4343002	SOUTHWEST AIRLINES	06/27/2025	696.35
FIFTH THIRD	8/4/2025	902	4239099	KROGER #959	06/26/2025	3.99
FIFTH THIRD	8/4/2025	1801	4355200	GANNETT MEDIA CO	06/26/2025	19.99
FIFTH THIRD	8/4/2025	1110	4358300	IN BMV CENTRAL OFFICE	06/26/2025	30.00
FIFTH THIRD	8/4/2025	1205	4351000	PENSKE CHEVROLET	06/26/2025	279.34
FIFTH THIRD	8/4/2025	1201	4345000	SEE CHARGES.EBVINC.COM	06/26/2025	1,021.49
FIFTH THIRD	8/4/2025	1110	4357004	PATC TRAINING	06/25/2025	500.00
FIFTH THIRD	8/4/2025	1203	4359000	SISTER CITIES INTL	06/24/2025	100.00
FIFTH THIRD	8/4/2025	1110	4357004	JUSTICEACADEMYTRAINING	06/24/2025	224.00
FIFTH THIRD	8/4/2025	1110	4357004	GDP GDP UNDERWORLD LLC	06/24/2025	225.00
FIFTH THIRD	8/4/2025	1115	4355200	GOOGLE YOUTUBEPREMIUM	06/23/2025	13.99
FIFTH THIRD	8/4/2025	1160	4343003	INDIANAPOLIS AIRPORT A	06/23/2025	69.00
FIFTH THIRD	8/4/2025	1160	4343003	MARRIOTT	06/23/2025	953.91
FIFTH THIRD	8/4/2025	1160	4343003	LYFT RIDE SAT 3PM	06/23/2025	24.85
FIFTH THIRD	8/4/2025	1110	4358200	ARLO TECHNOLOGIES INC	06/23/2025	29.99
FIFTH THIRD	8/4/2025	1110	4343002	BLUE CHIP HOTEL & CASI	06/23/2025	30.00
FIFTH THIRD	8/4/2025	1110	4357004	EB INVESTIGATING AND	06/23/2025	1,000.00
FIFTH THIRD	8/4/2025	1120	4343002	HOLIDAY INNS	06/23/2025	482.00
FIFTH THIRD	8/4/2025	1160	4355200	SURVEYMONK T 46903537	06/23/2025	99.00
FIFTH THIRD	8/4/2025	1110	4237000	PENSKE CHEVROLET	06/20/2025	103.79
FIFTH THIRD	8/4/2025	1160	4357004	MANAGER TOOLS, LLC	06/20/2025	28.99
FIFTH THIRD	8/4/2025	1115	4343002	360TRAINING.COM	06/20/2025	231.96
FIFTH THIRD	8/4/2025	1110	4358300	IN BMV CENTRAL OFFICE	06/20/2025	15.00
FIFTH THIRD	8/4/2025	2201	4343002	STATE OF INDIANA-IN.GO	06/19/2025	131.32
FIFTH THIRD	8/4/2025	1115	4343002	360TRAINING.COM	06/19/2025	463.92
FIFTH THIRD	8/4/2025	1201	4355300	SOCIETYFORHUMANRESOURC	06/19/2025	299.00
FIFTH THIRD	8/4/2025	1203	4346500	STICKER MULE	06/19/2025	537.00
FIFTH THIRD	8/4/2025	1115	4355600	CLOUDFLARE	06/18/2025	5.00
FIFTH THIRD	8/4/2025	1110	4357004	JUSTICEACADEMYTRAINING	06/18/2025	224.00
FIFTH THIRD	8/4/2025	1110	4357004	JUSTICEACADEMYTRAINING	06/18/2025	224.00
FIFTH THIRD	8/4/2025	851	5023990	ROSIES PLACE W MAIN S	06/18/2025	205.32
FIFTH THIRD	8/4/2025	851	5023990	BAZBEAUX PIZZA	06/18/2025	108.50
FIFTH THIRD	8/4/2025	1120	4344000	SPECTRUM	06/17/2025	220.19
FIFTH THIRD	8/4/2025	1115	4344200	SPECTRUM	06/17/2025	252.63
FIFTH THIRD	8/4/2025	1110	4342100	UPS BILLING CENTER	06/17/2025	42.63
FIFTH THIRD	8/4/2025	1160	4355200	REV.COM	06/17/2025	29.99
FIFTH THIRD	8/4/2025	851	5023990	JIMMY JOHNS - 2344	06/17/2025	111.75
FIFTH THIRD	8/4/2025	1110	4353099	PY STORAGE M&RT 0373	06/17/2025	428.00
FIFTH THIRD	8/4/2025	1203	4359000	SISTER CITIES INTL	06/17/2025	100.00
FIFTH THIRD	8/4/2025	1110	4357004	JUSTICEACADEMYTRAINING	06/16/2025	224.00
FIFTH THIRD	8/4/2025	1203	4359003	COKE STORE	06/13/2025	172.38
FIFTH THIRD	8/4/2025	851	5023990	QDOBA 2230 CATERING	06/13/2025	241.64
FIFTH THIRD	8/4/2025	1203	4350900	CULLIGAN ULTRA PURE	06/13/2025	18.95
FIFTH THIRD	8/4/2025	1115	4355600	CLOUDFLARE	06/13/2025	10.44
FIFTH THIRD	8/4/2025	1120	4342100	USPS PO 1761380790	06/12/2025	146.00
FIFTH THIRD	8/4/2025	1203	4359003	SQ INDIANA ARTISAN GI	06/12/2025	25.00
FIFTH THIRD	8/4/2025	1110	4357004	JUSTICEACADEMYTRAINING	06/12/2025	224.00

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

FIFTH THIRD	8/4/2025	1203	4359003	TST BUFFALOUIES - CARM	06/12/2025	50.00
FIFTH THIRD	8/4/2025	1203	4359003	TST GOODNESS GRACIOUS	06/12/2025	50.00

\$ 31,247.61

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



CFO/CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 2 PAGES, AND EXECPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF \$ 31,247.61 DATED THIS _____ DAY OF _____, _____ PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF _____ AYES AND _____ NAYS.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

Total Gross PENSION PAYROLL for checks dated 08/01/2025

\$127,147.10

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



CFO/Controller

We have examined the foregoing payroll charges, consisting of one page(s), and except for payroll not allowed as shown in this register, such payroll in the total amount of \$127,147.10 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


_____	_____
_____	_____
_____	_____
_____	_____

Monthly Report of Electronic Transfers

For the Month/Year of: July 31, 2025

<u>Date</u>	<u>Recipient</u>		<u>Amount</u>	<u>Fund</u>	<u>Account</u>	<u>Description</u>
07/02/25	Stacey Lee	\$	10,000.00	109	4340000	Parks Settlement
07/03/25	Hamilton County Treasurer	\$	6,159.10	101	5023990	Court Costs
07/07/25	Anthem Insurance Companies	\$	43,825.97	301	5023990	Health Insurance
07/08/25	Sedwick Claims Mgmt Services Inc.	\$	15,547.23	302	5023990	Workman's Comp
07/09/25	Indiana Dept. of Workforce	\$	1,170.00	1110	410000	Unemployment
07/10/25	Regions Bank	\$	1,874.61	1205	4352600	Capital Lease Payment
07/10/25	Regions Bank	\$	14,879.23	201	4465001	Capital Lease Payment
07/10/25	Regions Bank	\$	22,761.20	201	4465001	Capital Lease Payment
07/10/25	Regions Bank	\$	25,388.26	601	5023990	Capital Lease Payment
07/10/25	Regions Bank	\$	28,164.87	201	28164.87	Capital Lease Payment
07/10/25	Regions Bank	\$	35,920.91	601	5023990	Capital Lease Payment
07/10/25	Regions Bank	\$	38,444.32	201	4465001	Capital Lease Payment
07/10/25	Regions Bank	\$	84,550.68	201	4465001	Capital Lease Payment
07/10/25	Regions Bank	\$	100,239.17	1207	4463500	Capital Lease Payment
07/10/25	Regions Bank	\$	140,372.98	601 / 651	5023990	Capital Lease Payment
07/10/25	UNUM	\$	14,504.09	301	5023990	Life Insurance
07/10/25	UNUM	\$	10,287.36	301	5023990	Life Insurance
07/10/25	UNUM	\$	6,137.93	301	5023990	Life Insurance
07/10/25	Bank of New York Mellon	\$	116,500.00	651	5023990	Utility Bond Payment
07/11/25	Fifth Third Equipment Finance Co.	\$	33,973.96	102	4467099	Capital Lease Payment
07/11/25	Fifth Third Equipment Finance Co.	\$	40,129.27	102	4467099	Capital Lease Payment
07/11/25	Fifth Third Equipment Finance Co.	\$	30,911.69	102	4465003	Capital Lease Payment
07/11/25	Regions Bank	\$	4,388.31	102	4467099	Capital Lease Payment
07/11/25	Regions Bank	\$	9,817.11	1115	4463201	Capital Lease Payment
07/11/25	Regions Bank	\$	12,626.78	1115	4463201	Capital Lease Payment
07/11/25	Regions Bank	\$	13,278.56	102	4465003	Capital Lease Payment
07/11/25	Regions Bank	\$	13,744.23	102	4465003	Capital Lease Payment
07/11/25	Regions Bank	\$	21,055.04	102	4465002	Capital Lease Payment
07/11/25	Regions Bank	\$	25,832.39	1110	4467099	Capital Lease Payment
07/11/25	Regions Bank	\$	35,434.50	102	4465002	Capital Lease Payment
07/11/25	Regions Bank	\$	35,647.86	102	4465002	Capital Lease Payment
07/11/25	Regions Bank	\$	60,459.42	1110	4465001	Capital Lease Payment
07/14/25	Anthem Insurance Companies	\$	678,991.48	301	5023990	Health Insurance
07/14/25	Blockhouse Studios	\$	7,500.00	1203	4359003	Blockhouse Project
07/14/25	Fifth Third Equipment Finance Co.	\$	8,101.23	1115	4463201	Capital Lease Payment
07/14/25	Fifth Third Equipment Finance Co.	\$	6,179.70	1115	4463100	Capital Lease Payment
07/14/25	Fifth Third Equipment Finance Co.	\$	430,211.69	various	various	Capital Lease Payment
07/14/25	Fifth Third Equipment Finance Co.	\$	127,997.63	various	various	Capital Lease Payment
07/14/25	Indiana Dept. of Workforce	\$	1,950.00	1110	410000	Unemployment
07/15/25	Marathon Health LLC	\$	94,021.74	301	5023990	Health Insurance
07/15/25	Symetra Life Insurance	\$	240,266.85	301	5023990	Health Insurance
07/16/25	Allied Receivables Funding Inc	\$	460,286.76	601	5023990	Utility Payment
07/21/25	861 N Rangeline	\$	15,000.00	201/2201	4353099	Rent
07/21/25	Anthem Insurance Companies	\$	409,466.89	301	5023990	Health Insurance
07/23/25	VSP Insurance	\$	11,638.48	301	5023990	Health Insurance
07/29/25	Anthem Insurance Companies	\$	424,987.49	301	5023990	Health Insurance
07/29/25	Lake City Bank	\$	153,563.58	902	4460890	Bond Payment
07/29/25	Sedwick Claims Mgmt Services Inc.	\$	5,769.00	302	5023990	Workman's Comp
07/30/25	UPS Billing	\$	32.92	651	5023990	Postage
07/30/25	UPS Billing	\$	37.40	651	5023990	Postage
07/30/25	UPS Billing	\$	83.92	651	5023990	Postage
07/30/25	UPS Billing	\$	13.43	651	5023990	Postage
07/30/25	UPS Billing	\$	14.71	651	5023990	Postage
07/30/25	UPS Billing	\$	25.71	651	5023990	Postage
07/30/25	UPS Billing	\$	76.50	651	5023990	Postage
		\$	4,130,244.14			

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


CFO / Controller

We have examined the wires listed above on the foregoing accounts payable register, consisting of one page(s), and except for wires not allowed as shown in this register, such wires in the total amount of \$ 4,130,244.14 are in compliance with Section 2-12 of the Carmel City Code.

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

Council President

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

Sponsors: Councilors Aasen, Ayers, Minnaar, Snyder, and Worrell

ORDINANCE NO. D-2772-25

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
ADOPTING A NEW ARTICLE 8 UNDER CHAPTER 2 OF THE CARMEL CITY CODE

Synopsis:

An Ordinance adopting requirements for nonprofit organizations receiving public support from the City

WHEREAS, the City of Carmel has a vested interest in ensuring that affiliated nonprofit corporations and community development corporations (“Affiliated Entities”) operate in transparency and the best interest of the City of Carmel; and

WHEREAS, the City Council desires to amend the Carmel City Code to add requirements that Affiliated Entities and other nonprofits must follow in order to remain eligible for public funds or City assistance.

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 8 is established under Chapter 2 of the Carmel City Code, to read as follows:

CHAPTER 2 CITY ADMINISTRATION

ARTICLE 8: AFFILIATED ENTITIES

§2-403 DEFINITIONS.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AFFILIATED ENTITY means any one of the following:

(1) A non-profit organization established as a “supporting organization” to the City or its agencies under Internal Revenue Code 509(a)(3).

(2) A non-profit organization where a majority of the members of the governing body are appointed by City officials, agents or employees acting their official capacity.

(3) A non-profit organization utilized by the City to directly or indirectly support or accept donations from sources other than direct tax or fee revenue to support events or programs of the City.

(4) A non-profit community development corporation that exists to support the City or its agencies.

(5) Any other non-profit corporation that receives at least \$25,000 a year in public support from the City that has not specifically appropriated by the City Council through the annual budget or other specific ordinance, or that has been awarded through a grant process defined and authorized by an ordinance adopted by the City Council.

41 An Affiliated Entity shall not include any organization or entity created by state or federal statute.

42 **IN-KIND SUPPORT** means non-monetary support from the City of Carmel, including but not
43 limited to, the use of City resources or employees.

44 **PUBLIC SUPPORT** means public funds or in-kind support from the City or its agencies.

45 **PUBLIC FUNDS** has the meaning set forth in Ind. Code 5-13-4-20.

46
47 **§ 2-404 REQUIREMENTS**

48
49 (a) Beginning July 1, 2025, to be eligible to continue to receive public support, an Affiliated Entity must
50 comply with the following:

51
52 (1) At least one member of the Affiliated Entity's governing body must be appointed by the City
53 Council; and

54 (2) The remaining members of the Affiliated Entity's governing body must be approved by a vote of
55 the City Council.

56
57 (b) Beginning July 1, 2025, any member of the governing body of any non-profit organization that is
58 appointed by City officials, agents or employees must be approved by a vote of the City Council unless
59 otherwise required by law.

60
61 (c) All Affiliated Entities receiving public support shall be subject to an annual budget review process by
62 the City Council in the same manner as other City agencies.

63
64 (d) Any nonprofit organization receiving public support through a grant must follow a process established
65 by the City Council.

66
67 Section 3. All prior ordinances or parts thereof inconsistent with any provision of this
68 Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this
69 Ordinance, such repeal to have prospective effect only.

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

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

75
76 [Signature Page Follows]
77

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-2778-25

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 REBAR OLD MERIDIAN 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 Rebar Old Meridian 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, Rebar Active Adult, LLC and Signature Residential, LLC or a single-purpose affiliate thereof (collectively, the “Company”), desire to finance the design and construction of certain improvements described in Exhibit A hereto which are, or will be, located in the Old Meridian Apartments Allocation Area previously created within the Old Meridian 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__ (Rebar Old Meridian 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 Eleven Million Dollars (\$11,000,000) (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”);

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

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

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

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

60 Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal amount not
61 to exceed Eleven Million Dollars (\$11,000,000), shall (i) be executed at or prior to the closing date
62 by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of
63 the date of their delivery; (iii) for each series of the Bonds, mature on a date not later than twenty-
64 five years after the date of issuance of such series of Bonds; (iv) bear interest at such rates as
65 determined with the purchaser thereof (the “Purchaser”) in an amount not to exceed eight and one-
66 half percent (8.5%), with such interest payable as provided in the Financing Agreements, and
67 which interest may be taxable or tax-exempt, as determined by the Mayor and the Controller of
68 the City, with the advice of the City’s bond counsel, prior to the issuance of the Bonds; (v) be
69 issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in
70 fully registered form; (vii) be subject to registration on the bond register as provided in the
71 Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an
72 office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to
73 maturity and subject to redemption as otherwise provided in the Financing Agreements, prior to
74 the issuance of the Bonds; (xi) be issued in one or more series; and (xii) contain such other terms
75 and provisions as may be provided in the Financing Agreements.

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

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

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

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

99 Section 8. Reimbursement from Bond Proceeds. The City hereby declares its intent to
100 issue the Bonds for the purpose of financing the costs of the Projects, which Bonds will not exceed
101 Eleven Million Dollars (\$11,000,000), and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c),
102 to reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of the sale
103 of such Bonds.

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

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

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

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

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

125 **PASSED** by the Common Council of the City of Carmel, this _____ day of _____,
126 2025, by a vote of _____ ayes and _____ nays.

127
128 **COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**
129

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

130
131 Presented by me to the Mayor of the City of Carmel, Indiana, this _____ day of
132 _____, 2025, at _____ .M.

Jacob Quinn, Clerk

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

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

135
136
137 Prepared by: Bradley J. Bingham
138 Barnes & Thornburg LLP
139 11 South Meridian Street
140 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 Meridian Apartments Allocation Area (the "Allocation Area"), previously created within the Old Meridian Economic Development Area, and will support a mixed-use development project within the Allocation Area, consisting of an approximate 5-story structure including (a) approximately 210 (+/-) age-restricted multi-family units, (b) approximately 17,000 (+/-) square feet of amenity space; and (c) an approximately 336 (+/-) space structured parking garage, together with a public trail access connection along the south side of the development site from Old Meridian Street to the park land site on the eastern-most side of the development site, to be undertaken by Rebar Active Adult, LLC and Signature Residential, LLC or a single-purpose affiliate thereof.

FINANCING [AND LOAN] AGREEMENT

Between

[REBAR ACTIVE ADULT, LLC / SIGNATURE RESIDENTIAL, LLC OR A SINGLE-PURPOSE AFFILIATE THEREOF]

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__
(Rebar Old Meridian 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 [REBAR ACTIVE ADULT, LLC AND SIGNATURE RESIDENTIAL, LLC OR A SINGLE-PURPOSE AFFILIATE THEREOF], 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 Old Meridian Apartments 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 Projects (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 Projects, the Issuer intends to issue its Economic Development Tax Increment Revenue Bonds, Series 20__ (Rebar Old Meridian 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 Projects; 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 Old Meridian Apartments 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 Old Meridian Apartments 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 Rebar Old Meridian 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 [Rebar Active Adult, LLC / Signature Residential, LLC / a single-purpose affiliate thereof], together with its successors and assigns under Sections 3.2 and 7.4 hereof.

“Borrower Parties” means, with respect to the Projects 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 Projects 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 Projects 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 Projects 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-2778-25], adopted by the Common Council of the Issuer on _____, 20__, authorizing the issuance of the Series 20__ Bonds.

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

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 20__, 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 one hundred percent (100%) 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 “Projects” as such terms are defined and used in the Project Agreement.

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

“Project Agreement” means the Project Agreement (_____), dated _____, 202____, by and between the Redevelopment Commission and _____.

“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__ (Rebar Old Meridian 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 Projects 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 Projects 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 Projects and such Projects will preserve, create and/or retain jobs and employment opportunities within the boundaries of the City. Further, the Borrower intends to operate the Projects, 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 Projects, or a part thereof;
- (c) Violation of any law, ordinance or regulation by the Borrower in connection with the Projects, 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 Projects 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.

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

(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”

_____, LLC
an _____ limited liability company

By:

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____
(OLD MERIDIAN 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 “Projects”) in the jurisdiction of the Issuer by offering to issue its Economic Development Tax Increment Revenue Bonds, Series 20____ (Old Meridian 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 Projects[, including capitalized interest on the Series 20__ Bonds]; and

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

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

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

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

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

WHEREAS, the Carmel Redevelopment Commission has, by resolution, irrevocably dedicated and pledged to the Issuer the 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__
(OLD MERIDIAN 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_____ (Old Meridian 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 Meridian 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__
(OLD MERIDIAN 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 Meridian Economic Development Area as such area may be expanded from time to time.

“Allocation Area” means the Old Meridian Apartments 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 [Rebar Active Adult, LLC and Signature Residential, LLC or a single-purpose affiliate thereof], 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 Projects;

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

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

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

“Financing Agreement” means the Financing [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-2778-25] 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.

“Projects” means all or a portion of the Projects, 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 one hundred percent (100%) 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 “Projects” as such terms are defined and used in the Project Agreement.

“Project Agreement” means the Project Agreement (_____), dated _____, 20__, by and between the Redevelopment Commission and [Rebar Active Adult, LLC and Signature Residential, LLC or a single-purpose affiliate thereof].

“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____ (Old Meridian 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____ (Old Meridian 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 Projects or acquiring and/or constructing additional improvements, but not otherwise, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

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

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

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

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

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

Section 2.10. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this

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

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

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 20__ BONDS PROCEEDS

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

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

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

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

There shall be deposited in the Bond Fund, as and when received, (a) TIF Revenues in an amount not to exceed the payments due on the Series 20__ Bonds on the next February 1 or August 1 plus Annual Fees 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 Projects and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Costs of Construction of the Projects;

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

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

(4) stating that such costs are appropriate for the expenditure of

proceeds of the Bonds under the Act; and

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

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

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

(i) stating the date that the Projects 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 Projects 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 Projects exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen if the Company intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that it shall be stated that funds are on deposit in the Construction Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

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

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

Section 4.5. TIF Revenues. On or before each January 15 and July 15, commencing _____ 15, 20__, the Issuer shall transfer to the 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 Projects and the revenues derived from the Projects shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

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

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

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

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

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

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

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

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable, unless the Requisite Bondholders shall have consented thereto, 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(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. 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 Old Meridian Apartments Allocation Area (the “Allocation Area”), previously created within the Old Meridian Economic Development Area, and will support a mixed-use development project within the Allocation Area, consisting of an approximate 5-story structure including (a) approximately 210 (+/-) age-restricted multi-family units, (b) approximately 17,000 (+/-) square feet of amenity space; and (c) an approximately 336 (+/-) space structured parking garage, together with a public trail access connection along the south side of the development site from Old Meridian Street to the park land site on the eastern-most side of the development site, to be undertaken by Rebar Active Adult, LLC and Signature Residential, LLC or a single-purpose affiliate thereof.

EXHIBIT B
COSTS OF ISSUANCE

RESOLUTION CC-08-18-25-01

**RESOLUTION OF THE COMMON COUNCIL
OF THE CITY OF CARMEL, INDIANA AUTHORIZING CERTAIN ACTIONS WITH
RESPECT TO THE ACQUISITION OF CERTAIN REAL PROPERTY BY THE CITY
FOR PUBLIC USE AND MATTERS RELATED THERETO**

Synopsis:

This resolution authorizes the City, acting through its Board of Public Works and Safety, to acquire certain real property from the City of Carmel Redevelopment Commission to be used for certain public park purposes in connection with a mixed-use development project within the Old Meridian Economic Development Area.

WHEREAS, the City of Carmel, Indiana, Board of Public Works and Safety (the “Board”) exists pursuant to Indiana Code Section 36-4-9-5, may purchase any real or personal property needed by the City of Carmel, Indiana (the “City”) for any public use pursuant to Indiana Code Section 36-9-6-4, and is authorized to acquire such property from another governmental entity pursuant to Indiana Code Section 36-1-11-8; and

WHEREAS, the City of Carmel Redevelopment Commission (the “Commission”), governing body of the City of Carmel Redevelopment District pursuant to Indiana Code 36-7-14, as amended, has given consideration and desires to support the construction of a mixed-use development project within the Old Meridian Economic Development Area, which will consist of an approximate 5-story structure including (a) approximately 210 (+/-) age-restricted multi-family units, (b) approximately 17,000 (+/-) square feet of amenity space; and (c) an approximately 336 (+/-) space structured parking garage, together with a public trail access connection along the south side of the development site from Old Meridian Street to the park land site consisting of an estimated 1.54 (+/-) acres on the eastern-most side of the development site more fully described at Exhibit A attached hereto (the “Park Land Property” and the foregoing development, collectively, the “Project”); and

WHEREAS, the Commission currently owns, or will acquire, the Park Land Property and desires to transfer to the City, and the City desires to acquire an interest in the Park Land Property, for the purposes of supporting the completion of the Project, which will provide improved housing opportunities in the City, and furthering the City’s public park spaces and amenities, which will serve and benefit the Project and other residents of the City; and

WHEREAS, pursuant to Indiana Code 36-1-11-8, the Commission may transfer property to another governmental entity upon terms and conditions agreed upon by the entities and for any amount of real property, cash, or other personal property, as agreed upon by the entities, as evidenced by adoption of a substantially identical resolution by each entity; and

WHEREAS, in order to provide for the public benefit and the health and welfare of the residents of the City and in accordance with IC 36-1-10.5-5, the Common Council of the City (the “Common Council”) has determined that it is interested in acquiring the real property more particularly described on Exhibit A hereto (collectively, the “Park Land Property”) for any public use thereof by the City; and

WHEREAS, in accordance with Indiana Code 36-1-11-8, the Common Council expects that the Commission and the Board will each adopt substantially identical resolutions at the respective meetings of the Board and the Commission to be held on August 20, 2025, upon the terms described herein, agreeing to transfer the Park Land Property to the City; and

WHEREAS, this Common Council now desires to authorize certain actions with respect to the acquisition of the Park Land Property.

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

Section 1. In accordance with Indiana Code 36-1-10.5-5(1), the Common Council, as fiscal body of the City, hereby determines that it is interested in purchasing the Park Land Property. The Common Council hereby authorizes the Board, acting as the purchasing agent of the City, to acquire the Park Land Property from the Commission at a purchase price of \$1,017,700 per acre pursuant to the procedures set forth in Indiana Code 36-1-11-8.

Section 2. Each of the Mayor, the Clerk of the City, any member of the Common Council and the Board, and the attorneys for the City are hereby authorized, empowered and directed, on behalf of the City to take any other action as such individual deems necessary or desirable to effectuate the intent of the foregoing Resolution, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval by the Mayor. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

[Signature Page Follows]

PASSED by the Common Council of the City of Carmel, Indiana, 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

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

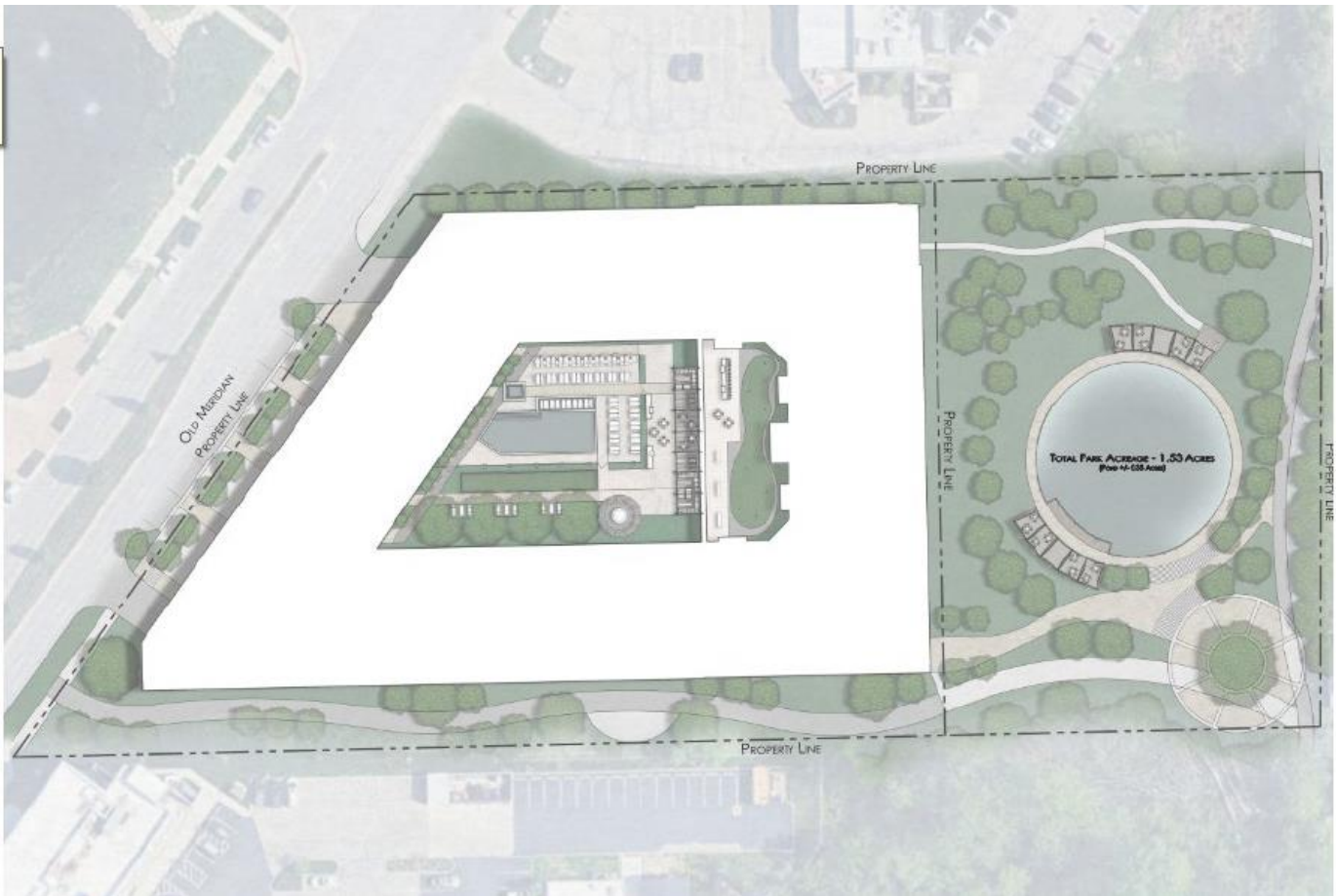
ATTEST:

Jacob Quinn, Clerk

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

EXHIBIT A

Description of Park Land Property



ORDINANCE D-2779-25
AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, FIXING SALARIES OF APPOINTED OFFICERS AND EMPLOYEES
OF THE CITY OF CARMEL, INDIANA, FOR THE YEAR 2025

Synopsis: Establishes the 2025 salaries for employees of the Executive Branch.

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

I, Sue Finkam, Mayor of the City of Carmel, Indiana, as required by Indiana Code 36-4-7-3 and Indiana Code 36-8-3-3, do hereby fix the salaries and pay schedule of appointed officers and employees of the City of Carmel, Indiana beginning December 21, 2024, and continuing thereafter until December 20, 2025, and request that such salary rates be approved by the Common Council as follows:

MINIMUM BI-WEEKLY BASE SALARY \$6,539.00 - MAXIMUM BI-WEEKLY BASE SALARY \$8,715.38-6.00

CHIEF INFRASTRUCTURE OFFICER

~~MAXIMUM BI-WEEKLY BASE SALARY \$8,461.54~~

CHIEF FINANCIAL OFFICER/CONTROLLER

CHIEF OF STAFF

CORPORATION COUNSEL

EXECUTIVE DIRECTOR OF ECONOMIC DEVELOPMENT

FIRE CHIEF

POLICE CHIEF

MINIMUM BI-WEEKLY BASE SALARY \$5,962.00 - MAXIMUM BI-WEEKLY BASE SALARY \$7,115.39 7,116.00

CITY ENGINEER/DIRECTOR OF ENGINEERING

~~DEPUTY CORPORATION COUNSEL/CITY ATTORNEY~~

~~DEPUTY CORPORATION COUNSEL/TRANSACTIONS CHIEF~~

DIRECTOR OF COMMUNITY SERVICES

DIRECTOR OF HUMAN RESOURCES

DIRECTOR OF MARKETING AND COMMUNITY RELATIONS

DIRECTOR OF REDEVELOPMENT

DIRECTOR OF TECHNOLOGY

DIRECTOR OF UTILITIES

~~GENERAL MANAGER/SUPERINTENDENT~~

STREET COMMISSIONER/DIRECTOR

~~MAXIMUM BI-WEEKLY BASE SALARY \$6,730.77~~

~~DEPUTY CORPORATION COUNSEL/CITY ATTORNEY~~

~~DEPUTY CORPORATION COUNSEL/TRANSACTIONS CHIEF~~

MINIMUM BI-WEEKLY BASE SALARY \$5,242.00 – MAXIMUM BI-WEEKLY BASE SALARY \$6,539.00 \$6,289.77

GENERAL MANAGER/GOLF SUPERINTENDENT

Ordinance D-2779-25

Page 1 of 14

This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

**MINIMUM BI-WEEKLY BASE SALARY \$3,930.00 – MAXIMUM BI-WEEKLY BASE SALARY
\$6,287.00 ~~\$5,238.74~~**

ASSISTANT DIRECTOR FOR BUDGET MANAGEMENT

ASSISTANT DIRECTOR OF UTILITIES

DEPUTY CHIEF FINANCIAL OFFICER/DEPUTY CONTROLLER

~~GENERAL MANAGER/GOLF SUPERINTENDENT~~

MAXIMUM BI-WEEKLY BASE SALARY \$5,699.85

FIRE DEPUTY CHIEF

POLICE DEPUTY CHIEF

MAXIMUM BI-WEEKLY BASE SALARY \$5,411.38

FIRE BATTALION CHIEF

FIRE DIVISION CHIEF

POLICE MAJOR

MAXIMUM BI-WEEKLY BASE SALARY \$4,834.46

POLICE LIEUTENANT

FIRE CAPTAIN

**MINIMUM BI-WEEKLY BASE SALARY \$3,600.00 - MAXIMUM BI-WEEKLY BASE SALARY
\$4,799.96 ~~\$5,761.00~~**

~~ASSISTANT CITY CIVIL~~ ENGINEER I

ASSISTANT DIRECTOR OF REDEVELOPMENT

**MINIMUM BI-WEEKLY BASE SALARY \$3,436.00 - MAXIMUM BI-WEEKLY BASE SALARY
\$4,580.53 ~~\$5,325.00~~**

ACCOUNTING AND FINANCE MANAGER

~~MANAGER OF~~ CUSTOMER SERVICE AND BILLING **MANAGER**

WASTEWATER/SEWER PLANT OPERATIONS MANAGER

WATER OPERATIONS MANAGER

MAXIMUM BI-WEEKLY BASE SALARY \$4,449.84

FIRE LIEUTENANT

POLICE SERGEANT

**MINIMUM BI-WEEKLY BASE SALARY \$3,271.00 - MAXIMUM BI-WEEKLY BASE SALARY
\$4,361.10 ~~\$5,071.00~~**

ASSISTANT CORPORATION COUNSEL

~~BUILDING COMMISSIONER~~

REDEVELOPMENT FINANCE MANAGER

MAXIMUM BI-WEEKLY BASE SALARY \$4,161.38

FIRE ENGINEER

Ordinance D-2779-25

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

MINIMUM BI-WEEKLY BASE SALARY \$3,107.00 - MAXIMUM BI-WEEKLY BASE SALARY

~~\$4,141.67~~ 4,816.00

ADMINISTRATIVE OPERATIONS MANAGER

BUILDING COMMISSIONER

CODE ENFORCEMENT MANAGER

CRISIS INTERVENTION MANAGER

~~DISTRIBUTION/COLLECTION SYSTEM MANAGER~~

~~EXECUTIVE SUPERVISORY ASSISTANT~~

OPERATIONS MANAGER

~~REDEVELOPMENT FINANCE MANAGER~~

WASTEWATER COLLECTIONS SYSTEMS MANAGER

WASTEWATER MAINTENANCE MANAGER

WATER/~~SEWER~~ DISTRIBUTION PLANT MANAGER

WATER DISTRIBUTION SYSTEMS MANAGER

WATER MAINTENANCE MANAGER

WATER TREATMENT PLANT MANAGER

MAXIMUM BI-WEEKLY BASE SALARY \$4,065.96

FIRST CLASS/MASTER FIREFIGHTER

FIRST CLASS/MASTER PATROL OFFICER

MINIMUM BI-WEEKLY BASE SALARY \$2,942.00 - MAXIMUM BI-WEEKLY BASE SALARY

~~\$3,922.28~~ 4,414.00

BENEFITS MANAGER

~~ACCREDITATION BUDGET ADMINISTRATOR~~

CIVIL ENGINEER II (PE)

~~CONSTRUCTION MANAGER~~

ENGINEERING SUPERVISOR

~~EXECUTIVE DIVISION MANAGER~~

FINANCE MANAGER

GIS COORDINATOR

NETWORK ARCHITECT

PROCUREMENT MANAGER

PUBLIC SAFETY FACILITIES & ASSETS MANAGER

REDEVELOPMENT SENIOR PROJECT MANAGER

SENIOR PROJECT MANAGER

~~STAFF ENGINEER I~~

SYSTEMS ~~SUPERVISOR~~ MANAGER

MINIMUM BI-WEEKLY BASE SALARY \$2,778.00 - MAXIMUM BI-WEEKLY BASE SALARY

~~\$3,702.89~~ 4,167.00

~~ACCOUNTING SUPERVISOR~~

ACCREDITATION ~~ADMINISTRATOR~~ MANAGER

~~AMS COORDINATOR~~

APPLICATION ADMINISTRATOR

~~ASSISTANT BUILDING COMMISSIONER~~

CIVIL ENGINEER III (NON-PE)

COMMUNICATIONS SUPERVISOR

Ordinance D-2779-25

Page 3 of 14

This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

154 CRIME SCENE INVESTIGATOR
155 DEPUTY CHIEF OF STAFF
156 ELECTRICAL SUPERVISOR
157 ~~FACILITIES MANAGER~~
158 ~~FLEET MANAGER~~
159 GOLF PRO
160 ~~LABORATORY SUPERVISOR~~
161 ~~MAINTENANCE OPERATIONS SUPERVISOR~~
162 MANAGER OF CUSTOMER RELATIONS AND EDUCATION
163 ~~METERED SERVICES SUPERVISOR~~
164 NETWORK ADMINISTRATOR
165 PLANNER 1
166 PROJECT MANAGER
167 ~~PROCUREMENT ADMINISTRATOR~~
168 ~~REDEVELOPMENT PROJECT MANAGER~~
169 ~~SENIOR COMMUNICATIONS CONSULTANT~~
170 ~~STAFF ENGINEER II~~
171 ~~SUPERVISOR~~
172 SYSTEMS ADMINISTRATOR
173 ~~SYSTEMS APPLICATION AND SERVICE ADMINISTRATOR~~
174 ~~SUPERVISOR~~
175 ~~TRANSPORTATION SYSTEMS ADMINISTRATOR~~
176 ~~WASTEWATER COLLECTIONS SYSTEMS SUPERVISOR~~
177 ~~WASTEWATER PLANT OPERATIONS SUPERVISOR~~
178 ~~WATER DISTRIBUTION SUPERVISOR~~
179 WATER TREATMENT ~~COMPLIANCE ADMINISTRATOR~~ SUPERVISOR
180 ~~WATER SEWER SUPERVISOR~~
181
182 **MAXIMUM BI-WEEKLY BASE SALARY \$3,506.65**
183 FIREFIGHTER
184 PAROL OFFICER
185
186 **MINIMUM BI-WEEKLY BASE SALARY \$2,613.00 - MAXIMUM BI-WEEKLY BASE SALARY**
187 **~~\$3,483.46~~ 3,920.00**
188 ~~DEVELOPMENT REVIEWER~~
189 ~~EMPLOYEE BENEFITS ADMINISTRATOR~~
190 ~~ENGINEERING ADMINISTRATOR~~
191 FACILITIES, EQUIPMENT, AND SYSTEMS SUPPORT SPECIALIST
192 ~~HR BUSINESS PARTNER~~
193 PAYROLL ADMINISTRATOR
194 ~~PLAN REVIEW COORDINATOR~~
195 ~~SENIOR ELECTRICIAN~~
196 ~~RECORDS SYSTEMS ADMINISTRATOR~~
197 ~~RECRUITMENT AND RETENTION ADMINISTRATOR~~
198 ~~STAFF ACCOUNTANT~~
199 ~~STORM WATER ADMINISTRATOR~~
200 ~~TRANSPORTATION DEVELOPMENT COORDINATOR~~
201 ~~UTILITY COORDINATOR~~
202

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

205 **MINIMUM BI-WEEKLY BASE SALARY \$2,449.00 - MAXIMUM BI-WEEKLY BASE SALARY**
206 **~~\$3,264.11~~ 3,550.00**
207 BUILDING INSPECTOR/PLANS EXAMINER
208 CODE ENFORCEMENT INSPECTOR I
209 ~~CONTENT SPECIALIST~~
210 **CONSTRUCTION INSPECTOR**
211 CRISIS INTERVENTION SPECIALIST
212 CUSTOMER SERVICE SUPERVISOR
213 **DISTRIBUTION MECHANIC**
214 ENVIRONMENTAL ~~PLANNER~~ **PRETREATMENT COORDINATOR**
215 **EQUIPMENT & SYSTEMS SUPPORT COORDINATOR**
216 **EXECUTIVE ASSISTANT**
217 FINANCIAL ANALYST
218 ~~FINANCIAL/PROGRAM OFFICER~~
219 FOREMAN
220 **GREENSPACE INSPECTOR**
221 LABORATORY ANALYST
222 ~~MAINTENANCE/ELECTRONICS FOREMAN~~
223 ~~MAYOR'S ASSISTANT~~
224 ~~METERED/FIELD SUPPORT SERVICES COORDINATOR~~
225 **PLANNER II**
226 ~~PRETREATMENT COORDINATOR~~
227 **PROGRAM SPECIALIST I**
228 **SR CUSTOMER SERVICE FIELD REPRESENTATIVE**
229 **STREET & INFRASTRUCTURE INSPECTOR**
230 **TELECOMMUNICATIONS TECHNICAL FOREMAN**
231 **WASTEWATER/SEWER COLLECTIONS SYSTEMS FOREMAN**
232 **WASTEWATER PLANT FOREMAN**
233 **WATER DISTRIBUTION FOREMAN**
234 **WATER TREATMENT FOREMAN**
235 **WELDER/FABRICATOR**
236
237 **MINIMUM BI-WEEKLY BASE SALARY \$2,284.00 - MAXIMUM BI-WEEKLY BASE SALARY**
238 **~~\$3,044.72~~ 3,312.00**
239 ACCOUNTS PAYABLE ~~ADMINISTRATOR~~ **SPECIALIST**
240 ADMINISTRATIVE SUPERVISOR
241 ~~AMS~~ **APPLICATION ANALYST**
242 AUTO MECHANIC I
243 ~~CODE ENFORCEMENT INSPECTOR II~~
244 ELECTRICIAN
245 ~~EMPLOYEE DEVELOPMENT COORDINATOR~~
246 ~~EXECUTIVE ADMINISTRATIVE ASSISTANT~~
247 GIS ANALYST
248 **IT SUPPORT ANALYST**
249 MECHANIC I
250 ~~NETWORK/APPLICATIONS ANALYST~~
251 **PROGRAM SPECIALIST II**
252 QUARTERMASTER
253
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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

256 ~~SCADA TECHNICIAN~~
257 ~~SENIOR OPERATOR~~
258 URBAN FORESTER
259 WASTEWATER COLLECTIONS SYSTEMS OPERATOR SENIOR
260 WASTEWATER PLANT OPERATOR SENIOR
261 WATER DISTRIBUTION OPERATOR SENIOR
262 WATER TREATMENT OPERATOR SENIOR
263
264 **MINIMUM BI-WEEKLY BASE SALARY \$2,119.00 - MAXIMUM BI-WEEKLY BASE SALARY**
265 **~~\$2,825.24~~ 3,074.00**
266 ACCOUNTANT COORDINATOR I
267 ~~AMS TECHNICIAN~~
268 AUTO MECHANIC II
269 COMMUNICATIONS CONSULTANT
270 COMMUNICATIONS TECHNICIAN I
271 ~~COMMUNITY RELATIONS SPECIALIST~~
272 ~~COMMUNITY RESOURCE LIAISON~~
273 CREW LEADER
274 CRIMINAL INTELLIGENCE ANALYST
275 ~~DATA TECHNICIAN~~
276 ~~DISTRIBUTION/COLLECTION SYSTEM OPERATOR~~
277 EVENTS COORDINATOR
278 ~~FINANCIAL SPECIALIST~~
279 GIS TECHNICIAN
280 HOUSEHOLD HAZARDOUS WASTE PROGRAM COORDINATOR
281 HUMAN RESOURCES COORDINATOR
282 LABORATORY TECHNICIAN
283 LEAVE COORDINATOR
284 MAINTENANCE SUPERVISOR
285 ~~MECHANIC II~~
286 ~~MEETING COORDINATOR~~
287 MULTIMEDIA SPECIALIST
288 OFFICE ADMINISTRATOR MANAGER
289 PARALEGAL
290 ~~PAYROLL SPECIALIST~~
291 PERMITS SPECIALIST
292 PLANNER III
293 PROGRAM COORDINATOR I
294 PURCHASING COORDINATOR
295 RECRUITING AND HIRING COORDINATOR SPECIALIST
296 SENIOR UTILITY LOCATOR
297 VISUAL/DIGITAL COMMUNICATIONS SPECIALIST
298 WASTEWATER/SEWER COLLECTIONS SYSTEMS PLANT OPERATOR INTERMEDIATE
299 WASTEWATER PLANT OPERATOR INTERMEDIATE
300 WATER DISTRIBUTION OPERATOR INTERMEDIATE
301 WATER TREATMENT OPERATOR INTERMEDIATE
302
303
304

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

307 **MINIMUM BI-WEEKLY BASE SALARY \$1,955.00 - MAXIMUM BI-WEEKLY BASE SALARY**
308 **~~\$2,605.90~~ 2,737.00**
309 ACCOUNTING TECHNICIAN
310 ~~AMBULANCE BILLING SPECIALIST~~
311 ~~ANIMAL CONTROL SPECIALIST~~
312 ASSISTANT GOLF ~~PRO~~-SUPERINTENDENT
313 BILLING SPECIALIST
314 ~~COMMUNICATIONS TECHNICIAN II~~
315 COMMUNITY SERVICE OFFICER
316 CUSTOMER SERVICE FIELD REPRESENTATIVE
317 ~~DATA SPECIALIST/TRAINING COORDINATOR~~
318 ~~DATA TECHNICIAN~~
319 ~~GIS TECHNICIAN II~~
320 LEGAL ~~ASSISTANT~~ SECRETARY
321 ~~METERED SERVICES PROGRAM~~ COORDINATOR II
322 ~~OPERTAOR~~
323 RECORDS SUPERVISOR
324 SENIOR ~~SKILLED LABORER~~ MAINTENANCE TECHNICIAN
325 ~~SPECIAL INVESTIGATION ADMINISTRATOR~~
326 TRAINING SPECIALIST
327 WASTEWATER/~~SEWER~~ MECHANIC
328 WASTEWATER PLANT OPERATOR ASSOCIATE
329 WASTEWATER COLLECTIONS SYSTEMS OPERATOR ASSOCIATE
330 WATER PLANT MECHANIC
331
332 **MINIMUM BI-WEEKLY BASE SALARY \$1,790.00 - MAXIMUM BI-WEEKLY BASE SALARY**
333 **~~\$2,386.47~~ 2,506.00**
334 ADMINISTRATIVE ASSISTANT I
335 BILLING COORDINATOR
336 CUSTOMER SERVICE REPRESENTATIVE
337 ~~DEFERRAL COORDINATOR~~
338 FACILITY MAINTENANCE TECHNICIAN I
339 FIELD TECHNICIAN
340 HOUSEHOLD HAZARDOUS WASTE PROGRAM ASSISTANT
341 ~~NIBRS COORDINATOR~~
342 PROCUREMENT ANALYST
343 PROPERTY/EVIDENCE ROOM CLERK
344 RECORDS CLERK I
345 SKILLED LABORER
346 ~~URBAN FORESTRY SPECIALIST~~
347 UTILITY LOCATOR
348 WASTEWATER COLLECTIONS SYSTEMS OPERATOR APPRENTICE
349 WASTEWATER PLANT OPERATOR APPRENTICE
350 WATER DISTRIBUTION OPERATOR ASSOCIATE
351 WATER TREATMENT OPERATOR APPRENTICE
352
353
354
355

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

MINIMUM BI-WEEKLY BASE SALARY \$1,626.00 - MAXIMUM BI-WEEKLY BASE SALARY \$2,167.00-2,276.00

~~ADMINISTRATIVE ASSISTANT II~~

BUILDING SERVICES WORKER

FACILITY MAINTENANCE TECHNICIAN II

GENERAL LABORER

~~METER READER~~

RECORDS CLERK II

The figures listed in this salary ordinance are ~~maximums~~ a range and do not necessarily represent an incumbent's actual salary.

~~All base salaries paid by the City of Carmel to its employees shall conform to the general guidelines established for the grade and step compensation system implemented January 1, 1999 and revised effective January 1, 2017.~~

PART-TIME/TEMPORARY – UP TO \$51.50 PER HOUR

SPECIALTY PAY

Engineering Department employees who hold a Professional Engineer license may qualify for specialty pay in the amount of up to \$30,000 per year in addition to all other forms of compensation.

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

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

Street Department employees who meet criteria specified by the Department may qualify for the specialty pay specified below, in addition to all other forms of compensation:

INSPECTOR TECHNICIAN \$5.00 PER HOUR UP TO \$2,500.00 PER YEAR SAFETY AND
TRAINING ASSISTANT \$5.00 PER HOUR UP TO \$2,500.00 PER YEAR FABRICATION
TECHNICIAN \$5.00 PER HOUR UP TO \$2,500.00 PER YEAR

Each Street Department employee shall be entitled to receive only two (2) types of specialty pay at any given time. The employee shall receive the highest specialty pay(s) for which he or she is eligible. All specialty pay shall cease when an employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay, whether the change results from the decision/action of the City or of the employee.

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

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

All full-time and part-time employees shall be paid only by the department of hire, and only from the appropriate budget line.

All full-time civilian employees, the Fire Chief, and the Police Chief shall receive two hundred fifty dollars (\$250.00) per year longevity pay for the first ten years of service and three hundred ten dollars (\$310.00) per year for years eleven through twenty-five, in addition to all other forms of compensation. Longevity pay terms and conditions shall conform to the City's current longevity ordinance as adopted by the Carmel Common Council.

All full-time sworn employees except the Fire Chief, and the Police Chief shall receive five hundred dollars (\$500.00) per year for years sixteen through twenty-five, in addition to all other forms of compensation.

All employees whose regularly assigned shift begins between the hours of 2:00 PM and 11:00 PM shall be entitled to receive shift differential pay of one dollar (\$1.00) per hour for each hour worked, in addition to all other forms of compensation.

Each full-time, part-time, seasonal or temporary employee who is required to report to work on a declared holiday, whether on a scheduled or an unscheduled basis, shall receive fifteen dollars (\$15.00) per hour premium pay for each hour actually worked on the holiday. Such premium pay shall be calculated to the nearest quarter hour.

A full-time civilian employee who demonstrates a specified level of fluency in an approved foreign language shall receive an additional two thousand dollars (\$2,000.00) per year, in addition to all other forms of compensation. All such pay must be approved by the employee's director and the Director of Human Resources. To continue receiving this compensation, the employee is required to maintain fluency, and may be periodically re-tested.

The Human Resources Department may identify education, training, and/or certification criteria for designated positions or job functions that make those positions eligible for technical pay. Employees in those designated positions who meet the identified criteria will receive technical pay in the amount of ten percent (10%) of their base pay, in addition to all other forms of compensation.

Overtime compensation for full-time, part-time and temporary employees shall be in addition to the amounts specified above, and shall be paid in compliance with the federal Fair Labor Standards Act and the City of Carmel's most current compensation ordinance as adopted by the Carmel Common Council.

The regular hourly and overtime rate of pay shall be determined as follows:

The hourly rate of pay of all City employees shall be calculated based upon the number of hours the employee is scheduled to work in a regular work period.

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

The formula for calculating the hourly rate of pay shall be: (bi-weekly base pay + longevity pay + shift differential pay + 24-hour fire schedule pay + specialty pay)/ hours the employee is scheduled to work in a regular work period.

Scheduled hours are as follows:

For all civilians and for firefighters in administrative positions, the scheduled hours shall be 37.5 in a 7-day work period (75 hours bi-weekly).

For all police officers and golf course employees, the scheduled hours shall be 160 in a 28-day work period (80 hours bi-weekly).

For firefighters who work a 24-hour shift, the scheduled hours shall be an average of 224 hours in a 28-day work period (112 hours bi-weekly).

The formula for calculating the overtime rate of pay shall be:

For Fire Department non-exempt shift employees, hourly rate of pay (as determined by formula above) x 0.5 for scheduled overtime from 212-224 hours, and hourly rate x 1.5 for scheduled overtime in excess of 224 hours and for all emergency call-outs, end-of-shift runs and work-related court appearances.

For all other non-exempt City employees, hourly rate of pay x 1.5.*

*Not all overtime is eligible for time and one-half compensation. See Carmel City Code § 2-40 (c) for guidelines.

Appointed members of the Plan Commission and Board of Zoning Appeals shall be paid the sum of one hundred twenty-five dollars (\$125.00) for each regularly scheduled meeting or special meeting, including a training meeting, attended. Appointed members of the Plan Commission shall receive an additional one hundred twenty-five dollars (\$125.00) for each standing sub-committee meeting attended.

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

Exempt employees of the Department of Community Services shall be entitled to receive a stipend of seventy-five dollars (\$75.00) per meeting or compensatory time off for regular or special meetings of the Plan Commission or Board of Zoning Appeals, or their respective committees or task forces, if such meetings are held outside the regular working hours of 8:00 a.m. to 5:00 p.m. Under no circumstances shall an exempt employee be entitled to receive both a meeting stipend and compensatory time off for attending the same meeting.

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

Non-exempt employees of the Department of Community Services shall be entitled to overtime compensation for attending regular or special meetings of the Plan Commission or Board of Zoning Appeals, or their respective committees or task forces, if such meetings cause them to work in excess of 37.5 hours per week.

Appointed members of the Board of Public Works and Safety shall be paid the sum of \$125 for each regularly scheduled meeting or special meeting, including a training meeting, attended.

Departments may employ interns at a pay rate not to exceed \$20.00 per hour.

CARMEL POLICE DEPARTMENT SPECIALTY PAY:

Designated Field Training Officers shall, at the request of the Chief of Police, be entitled to receive up to ten dollars (\$10.00) per hour for performing the duties associated with these functions, in addition to all other forms of compensation.

Accident Investigators who do not qualify for the specialty pay shown below and Certified Instructors shall, at the request of the Chief of Police, be entitled to receive up to three dollars (\$3.00) per hour for performing the duties associated with these functions, in addition to all other forms of compensation.

A Police Officer who demonstrates a specified level of fluency in an approved foreign language shall receive an additional two thousand dollars (\$2,000.00) per year, in addition to all other forms of compensation. All such pay must be approved by the Chief of Police and the Director of Human Resources. To continue receiving this compensation, the Officer is required to maintain fluency, and may be periodically re-tested.

Police Officers who meet the criteria specified by the Department and who serve in the position of Investigator (CID or SID) or School Resource Officer (SRO) are eligible for positional pay, in addition to all other forms of compensation. Supervisors of these units are not eligible for positional pay.

INVESTIGATOR (PATROL/DETECTIVE ONLY) UP TO \$3,000.00 PER YEAR
SCHOOL RESOURCE OFFICER UP TO \$3,000.00 PER YEAR

Police Department employees who meet criteria specified by the Department may qualify for the specialty pay specified below, in addition to all other forms of compensation:

PERSONNEL SPECIALIST/FTO COORDINATOR UP TO \$2,500.00 PER YEAR
FIREARMS RANGE/TRAINING COORDINATOR UP TO \$2,500.00 PER YEAR
K-9 COORDINATOR UP TO \$2,500.00 PER YEAR
FIELD EVIDENCE TECHNICIAN UP TO \$2,500.00 PER YEAR
SPECIAL WEAPONS AND TACTICS (SWAT) UP TO \$2,500.00 PER YEAR
EMERGENCY RESPONSE GROUP (ERG) UP TO \$2,000.00 PER YEAR
ACCIDENT INVESTIGATOR (240 HOURS TRAINING) UP TO \$2,500.00 PER YEAR
ACCIDENT INVESTIGATOR (160 HOURS TRAINING) UP TO \$2,000.00 PER YEAR
ACCIDENT INVESTIGATOR (80 HOURS TRAINING) UP TO \$1,500.00 PER YEAR
K-9 HANDLER UP TO \$1,500.00 PER YEAR
MOTORCYCLE/TRAFFIC OFFICER UP TO \$1,500.00 PER YEAR

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

UNMANNED AIRCRAFT SYSTEMS (UAS) UP TO \$1,500.00 PER YEAR
NEGOTIATOR UP TO \$1,500.00 PER YEAR
DRUG RECOGNITION OFFICER UP TO \$1,000.00 PER YEAR
HONOR GUARD UP TO \$1,000.00 PER YEAR
POLICE OFFICER SUPPORT TEAM UP TO \$1,000.00 PER YEAR
IDACS COORDINATOR UP TO \$1,000.00 PER YEAR
CHILD SAFETY SEAT TECHNICIAN UP TO \$1,000.00 PER YEAR

Each Police Department employee shall be entitled to receive only two (2) types of specialty pay at any given time. The employee shall receive the highest specialty pay(s) for which he or she is eligible. All specialty pay shall cease when an employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay, whether 103 the change results from the decision/action of the City or of the employee.

A Carmel Police Officer who is assigned Operations Division Patrol primary on-call duties between the hours of 5:00 AM and 5:00 PM, or 5:00 PM and 5:00 AM, is eligible for on call pay at a flat rate of ten dollars (\$10.00) per shift for regular weekdays and twenty-five dollars (\$25.00) per shift for Saturday, Sunday and City holidays, in addition to all other forms of compensation. Eligibility for on-call pay shall be determined by the department's on-call policy. Exempt employees are not eligible for on-call pay. Following twelve (12) full months of employment, each officer of the Carmel Police Department shall be eligible for an annual clothing allowance of fourteen hundred dollars (\$1,400.00), the entirety to be paid in a lump sum on or before April 1. Such payment shall be treated as taxable income.

Police Officers shall be exempted from Social Security as outlined in Carmel City Code 119 Sec. 2-56(d)(6).

CARMEL FIRE DEPARTMENT SPECIALTY PAY:

A Firefighter shall be entitled to an additional two dollars (\$2.00) per hour for each hour he or she is assigned to an ambulance, in addition to all other forms of compensation.

A Captain or Lieutenant who fills in for a Battalion Chief shall receive three dollars (\$3.00) per hour ride-out pay, and a Firefighter who fills in for an Engineer, Lieutenant or Captain shall receive two dollars (\$2.00) per hour ride-out pay, in addition to all other forms of compensation. Officers filling in for other officers (except filling in for a Battalion Chief) are not eligible for ride out pay.

A Firefighter who demonstrates a specified level of fluency in an approved foreign language shall receive an additional two thousand dollars (\$2,000.00) per year, in addition to all other forms of compensation. All such pay must be approved by the Fire Chief and the Director of Human Resources. To continue receiving this compensation, the Firefighter is required to maintain fluency, and may be periodically re-tested.

Fire Department employees who meet criteria specified by the Department may qualify for the specialty pay specified below, in addition to all other forms of compensation:

PARAMEDIC 10% OF FIRST CLASS FIREFIGHTER SALARY
PUBLIC INFORMATION OFFICER (PIO) UP TO \$3,500.00 PER YEAR
ENGINEER TECHNICAL PAY UP TO \$2,500.00 PER YEAR
SHIFT INVESTIGATOR UP TO \$2,000.00 PER YEAR

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

MECHANIC UP TO \$2,000.00 PER YEAR
HAZARDOUS MATERIALS UP TO \$2,000.00 PER YEAR
RESCUE TECHNICIAN UP TO \$2,000.00 PER YEAR
SPECIAL DUTY PAY UP TO \$2,000.00 PER YEAR
CERTIFIED AMBULANCE CODER UP TO \$2,000.00 PER YEAR
SWAT MEDIC UP TO \$2,000.00 PER YEAR
DRONE PILOT UP TO \$2,000.00 PER YEAR
STATION CAPTAIN UP TO \$1,500.00 PER YEAR

Each Fire Department employee shall be entitled to receive only two (2) types of specialty pay at any given time, except those receiving Public Information Officer, Special Duty, Station Captain or Engineer Technical Pay specialty pay, who are eligible for two additional types of specialty pay. The employee shall receive the highest specialty pay(s) for which he or she is eligible. All specialty pay shall cease when an employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay, whether the change results from the decision/action of the City or of the employee.

Twenty-four Hour Fire Schedule Pay shall be paid to Fire Department personnel required to work a 24-hour shift, in addition to all other forms of compensation, as specified below (Firefighters hired after January 1, 1999, are not eligible for 24 Hour Fire Schedule Pay):

BATTALION CHIEF UP TO \$143.00 BI-WEEKLY
CAPTAIN UP TO \$143.00 BI-WEEKLY
LIEUTENANT UP TO \$136.00 BI-WEEKLY
ENGINEER UP TO \$130.00 BI-WEEKLY
FIREFIGHTER UP TO \$125.00 BI-WEEKLY

Section 4. All prior City ordinances or parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 5. If any portion of this Ordinance is for any reason declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and signing by the mayor.

[remainder of page 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 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

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This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on August 8, 2025 at 11:00 a.m. It may have been subsequently revised. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

ORDINANCE NO. D-2780-25

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-44 OF THE CARMEL
CITY CODE**

Synopsis:

An Ordinance amending Section 3-44 which removes the requirement that the Common Council publish notice for zoning map changes. The Plan Commission already publishes notice for zoning map changes.

WHEREAS, Section 3-44 designates public hearing and public notice requirements for changes to the Official Zoning Map, Annexations, and Text Amendments to the City Code Chapter 10; and

WHEREAS, the Common Council desires to remove language requiring the Common Council to publish notice for changes to the Official Zoning Map as such notice is already provided by the Plan Commission of the City of Carmel.

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 the Carmel City Code Section is hereby amended to read as follows:

“§3-44 PUBLIC HEARING REQUIRED BEFORE THE COMMON COUNCIL ON PETITIONS FOR ORDINANCES CHANGING THE OFFICIAL ZONING MAP, ANNEXATIONS, AND TEXT AMENDMENTS TO THE CITY CODE CHAPTER 10.

(a) Every recommendation of an ordinance changing the official zoning map and/or annexation of real estate to the municipal corporate boundaries and/or a recommendation for a text amendment to the City Code, Chapter 10, shall be placed on the agenda of the Common Council as a public hearing.

(b) ~~Notice of the public hearing on an ordinance seeking to change the official zoning map or to amend the text of City Code Chapter 10 shall be given by the petitioner at least ten days prior to the date of the hearing in one newspaper having a paid subscription with offices in the City or Clay Township, and a general circulation within the City and/or the Township. In the event there is no such newspaper in the City or Township having a paid subscription within the City or Township then, in that event, notice shall be published at least ten days prior to the date of the hearing in any one newspaper of general circulation in Hamilton County, Indiana, having offices within the County and having a paid subscription.~~ Notice of the public hearing on an ordinance seeking to annex real property into the City’s corporate boundaries shall be given by the petitioner in conformance with Indiana law. The cost of such notices shall be the responsibility of the person requesting the hearing. It shall be the responsibility of such person to provide proof of the publication of the notice required herein to the Clerk prior to the hearing date.

51 (c) All legal notices for recommendation of ~~an ordinance changing the official zoning map and~~
52 annexations shall include a common address. A general description, when no such address exists,
53 of the location of the parcel identified in the petition that is easily recognizable by the public.
54

55 (d) ~~Other than the advertising requirement provided in this section, ‡~~The public hearing shall be
56 conducted before the Common Council in the same manner as all other public hearings are
57 conducted before the Common Council.
58

59 Section 4. All prior ordinances or parts thereof inconsistent with any provision of this
60 Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of
61 this Ordinance, such repeal to have prospective effect only. However, the repeal or amendment by
62 this Ordinance of any other ordinance does not affect any rights or liabilities accrued, penalties
63 incurred or proceedings begun prior to the effective date of this Ordinance. Those rights, liabilities
64 and proceedings are continued and penalties shall be imposed and enforced under such repealed
65 or amended ordinance as if this Ordinance had not been adopted.
66

67 Section 5. If any portion of this Ordinance is for any reason declared to be invalid by
68 a court of competent jurisdiction, such decision shall not affect the validity of the remaining
69 portions of this Ordinance so long as enforcement of same can be given the same effect.
70

71 Section 6. This Ordinance shall be in full force and effect from and after the date of its
72 passage and signing by the Mayor and such publication as required by law.
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76 [Signature Page Follows]
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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-2781-25

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 8, ARTICLE 5, SECTIONS 8-46 OF THE CARMEL CITY CODE**

Synopsis: Ordinance regulating the use of public parking spaces.

WHEREAS, the City of Carmel (“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 § 8-46; 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 property.

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 8-46 is hereby added, and shall read as follows:

“§ 8-46 General Parking Restrictions.

(e) No person shall park a vehicle in any public parking space in any manner that crosses any of the public parking space’s lines or markings or so that the vehicle is not entirely within the parking area allocated for a single vehicle, excluding vehicles having an overall length in excess of twenty (20) feet that are temporarily parked during the actual performance of a bona fide commercial service, construction, or delivery to an adjacent property. This subsection shall only apply where the applicable public parking space’s lines or markings are visible.”

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

Section 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 Section 8-46 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.

Ordinance D-2781-25

Page One of Two Pages

PASSED by the Common Council of the City of Carmel, Indiana, 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

Ordinance D-2781-25
Page Two of Two Pages

ORDINANCE NO. D-2782-25

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 8, ARTICLE 3, SECTION 8-17
OF THE CARMEL CITY CODE.**

Synopsis: Ordinance regulating speed limits for school zones.

WHEREAS, the City of Carmel (the “City”) has the power and authority, under Indiana Code Section 9-21-5-6, to regulate speed limits on a street or highway upon which a school is located; and

WHEREAS, the City Code Chapter 8, Article 3, Section 8-17, establishes speed limits for School Zones; and

WHEREAS, Common Council of the City of Carmel, Indiana, now finds that it is in the public interest to now amend City Code Chapter 8, Article 3, Section 8-17, so as to provide greater clarity concerning the City’s School Zones and the enforcement of speed limits for School Zones.

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 Carmel City Code Section 8-17 is hereby amended and shall read as follows:

“§ 8-17 Twenty-five m.p.h. in School Zones.

(a) For the purpose of this Section, the following definitions shall apply:

“Flashers” shall mean a flashing warning beacon with flashing circular yellow signals positioned at each entrance of a School Zone.

“School Zone” shall mean a roadway segment, located within the City’s corporate limits, where signs have been installed by the City of Carmel in accordance with Indiana Code Section 9-21-5-6, as the same may be amended from time to time.

(b) **For School Zones where Flashers are present,** the speed limit for all motor vehicular traffic within a School Zone shall be 25 miles per hour ~~from 7:00 a.m. to 7:00 p.m.~~ on school days **when Flashers are flashing.**

(c) **For School Zones where Flashers are not present,** the speed limit for all motor vehicular traffic within a School Zone shall be 25 miles per hour from 7:00 a.m. to 7:00 p.m. on school days.

(d) The hours of operation for Flashers in School Zones under subsection (b) shall be as follows:

SCHOOL	TIMES
Carmel Elementary School	7:00 a.m. to 6:00 p.m.
Carmel High School	7:00 a.m. to 6:00 p.m.
Carmel Middle School	7:00 a.m. to 6:00 p.m.
Cherry Tree Elementary School	7:00 a.m. to 6:00 p.m.
Clay Center Elementary School	7:00 a.m. to 6:00 p.m.
Clay Middle School	7:00 a.m. to 7:00 p.m.
College Wood Elementary School	7:00 a.m. to 6:00 p.m.
Creekside Middle School	7:00 a.m. to 6:00 p.m.
Forest Dale Elementary School	7:00 a.m. to 6:00 p.m.
Mohawk Trails Elementary School	7:00 a.m. to 6:00 p.m.
Prairie Trace Elementary School	7:00 a.m. to 6:00 p.m.
Smoky Row Elementary School	7:00 a.m. to 6:00 p.m.
Towne Meadow Elementary School	7:00 a.m. to 6:00 p.m.
West Clay Elementary School	7:00 a.m. to 6:00 p.m.
Woodbrook Elementary School	7:00 a.m. to 6:00 p.m.
All other schools	7:00 a.m. to 6:00 p.m.

(e) ~~(e)~~ All requests for the City to install or remove signs under Indiana Code Section 9-21-5-6, as the same may be amended from time to time shall be made by the Department of Engineering to the Carmel Board of Public Works and Safety for its review and approval.”

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.

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. 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 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

This Ordinance was prepared by Benjamin J. Legge, City Attorney on August 12, 2025, at 2:00 p.m. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Legge for legal sufficiency or otherwise.