

City of Carmel

CARMEL COMMON COUNCIL MEETING AGENDA

MONDAY, SEPTEMBER 15, 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:
October 6, 2025

1. CALL TO ORDER
2. AGENDA APPROVAL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS
 - a. Introduction of New Carmel Police Department K-9's
 - K-9 Rouk with Officer Christian Wilhite
 - K-9 Atlas with Officer Mark Parshall
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 18, 2025 Regular Meeting
 2. August 28, 2025 Special Meeting
 - b. Claims
 1. Payroll – \$4,166,574.62
 2. General Claims – \$2,160,558.88 and Purchase Card – \$31,496.96
 3. Wire Transfers – \$2,683,341.44
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. All reports designated by the Chair to qualify for placement under this category

12. OLD BUSINESS

- a. **Fourteenth 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. **Ninth 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.

- c. **Second 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. **Returns from the Land Use and Special Studies Committee.**

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.

- d. **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. **Returns from the Land Use and Special Studies Committee.**

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.

- e. **Second 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. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:

Establishes the 2025 salaries for employees of the Executive Branch.

- f. **Second 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. **Remains in the Finance, Utilities and Rules Committee.**

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.

- g. **Second 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. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:

Ordinance regulating the use of public parking spaces.

- h. **Second 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. **Tabled at the August 18, 2025 Council Meeting.**

Synopsis:

Ordinance regulating speed limits for school zones.

13. PUBLIC HEARINGS

- a. **First Reading of Ordinance D-2783-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving Additional Appropriation of Funds from the City Law Enforcement Aid Fund #910; Sponsor(s): Councilor(s) Taylor and Worrell.

Synopsis:

This ordinance appropriates funds to cover costs within the City Law Enforcement Aid Fund #910.

- b. **First Reading of Ordinance Z-701-25**; An Ordinance of the Common Council of the City of Carmel, Indiana; Sponsor(s): Councilor(s) Ayers, Joshi, Minnaar and Snyder.

Synopsis:

An ordinance amending UDO Article 1 relating to Unified Development Ordinance foundations and general provisions.

- c. **Petition to Vacate a Public Way; 570 1st Ave. SE**; Jamie Featherstone

14. NEW BUSINESS

- a. **First Reading of Ordinance D-2777-25**; An Ordinance of the Common Council of the City of Carmel, Vacating a Portion of the Public Way Known as Calvert Place; Sponsor: Councilor Aasen.

- b. **First Reading of Ordinance D-2784-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 4, Article 6 of the Carmel City Code; Sponsor: Councilor(s) Minnaar and Taylor.

Synopsis:

An Ordinance amending and clarifying requirements of Chapter 4, Article 6 of the Carmel City Code relating to the residential rental dwelling registration and permit program.

- c. **First Reading of Ordinance D-2786-25**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 6, Article 5, Division VIII, Section 6-158(d)(7) of the Carmel City Code; Sponsor: Councilor Joshi.

Synopsis:

Ordinance amending Noise Exemptions Ordinance to include a night before Diwali festival of lights.

- d. **Resolution CC-09-15-25-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Within the Police Department Budget (#1110); Sponsor(s): Councilor(s) Taylor and Worrell.

Synopsis:

Transfers \$87,000.00 within the 2025 Police Department budget.

- e. **Resolution CC-09-15-25-02**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Within the Engineering Department Budget (#2200); Sponsor(s): Councilor(s) Taylor and Worrell.

Synopsis:

Transfers \$60,000.00 within the 2025 Engineering Department budget.

- f. **Resolution CC-09-15-25-03**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Within the Street Department Budget (#2201); Sponsor(s): Councilor(s) Taylor and Worrell.

Synopsis:

Transfers \$394,000.00 within the 2025 Street Department budget.

- g. **Resolution CC-09-15-25-04**; A Resolution of the Common Council of the City of Carmel, Indiana, Amending Certain Central Designated Outdoor Refreshment Area's Locations and Hours of Operation; Sponsor: Councilor Worrell.

Synopsis:

A Resolution amending the Central Designated Outdoor Refreshment Area by excluding certain locations and hours from the Area's operation.

15. AGENDA ADD-ON ITEMS

16. OTHER BUSINESS

a. City Council Appointments

1. Christkindlmarkt Board (Term Expires 8/30/27; two-year term); One Nomination

17. ANNOUNCEMENTS

18. ADJOURNMENT

City of Carmel

CARMEL COMMON COUNCIL MEETING MINUTES

MONDAY, AUGUST 18, 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

Pastor Ben Snyder of Carmel Friends Church delivered the invocation.

RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS

There were none.

RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL

Allie Missler spoke to Council in support of funding for the Allied Solutions Center for the Performing Arts. Ms. Missler described the Center as one of our city's most powerful economic drivers. A study done in 2022 by Americans for the Arts found that Carmel's non-profit arts and culture sector generated \$42.7 million in economic activity, supporting 981 jobs and more than \$31 million in household income. The Center for the Performing Arts attracts more than 500,000 visitors annually. The impact is more than financial, though. The Center's outreach programs benefit our community, and especially our children. Ms. Missler encouraged the Council to sustain support for the Allied Solutions Center. There was a round of applause for Ms. Missler's comments. President Aasen reminded the gallery that no cheering, booing, or clapping is permitted.

COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS

Councilor Worrell welcomed all citizens to the State of Civility event, which will be held on August 28th, at the Monon Community Center at 7:00 p.m. At this community gathering citizens can learn how they may get involved with the Project Civility organization.

Councilor Minnaar and Councilor Joshi's Car Seat Sticker initiative has been launched. Stickers are now available at Carmel fire stations and police headquarters. Councilor Minnaar shared that the stickers are to be filled out with identification information and placed on a child's carseat. This vital information can assist first responders in instances when no one is able to speak for the child. She also added that stickers were

passed out at last weekend's Safety Day. Councilor Snyder also commented that this year's Safety Day was a huge success.

CONSENT AGENDA

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

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

ACTION ON MAYORAL VETOES

There were none.

COMMITTEE REPORTS

President Aasen stated that the Finance, Utilities and Rules Committee had not met since the last Council meeting.

Councilor Snyder shared that the Land Use and Special Studies Committee will meet this Wednesday, August 20th, at 5:30 p.m. at the Carmel Clay Public Library. Discussion will focus on the micromobility ordinance that has been drafted, which is expected to be on the next Council agenda. Discussion will also focus on Right of Way laws, and how we may put some teeth into them, so contractors are held responsible for damages they cause. Finally, the committee will review and give a status update on all of the infrastructure bond projects.

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

Jeff Maurer, the Council's appointee to the Economic Development Commission, gave the bi-annual update to Council. He stated that his last update to Council was on March 3, 2025. Since then, the Commission met on June 2nd. Ed Bucovic was re-elected as President, Nicki Felix as Vice President, and Jeff Maurer as Secretary. The Commission also unanimously voted in favor of the North End Phase II project, in the amount of \$75 million of developer-backed bonds. The next meeting is scheduled for August 25, 2025 at 2:00 p.m. in Council Chambers. Mr. Maurer explained that developer-backed bonds decrease the risk for taxpayers while creating infrastructure necessary to sustain new developments in Carmel. Councilor Snyder further explained that it goes on our books because it is state mandate, but taxpayers are not liable for any debt. It is developer debt, we just authorize it.

Carmel Clay Parks and Recreation Director Michael Klitzing gave the quarterly report. He first acknowledged three Park Board members who were in attendance: Mark Westermeier, Katie Mueller and Jon Shapiro. Mr. Klitzing then shared that there were 7,552 campers enrolled in the 2025 Summer Camp

Series. There were 13 camp options for ages 5-15, each offered for 9 weeks of summer. Of those 9 weeks, 87% were at maximum capacity, with only the 4th of July holiday week being at lower enrollment. 88% of campers were enrolled in Carmel Clay Schools. The after-school care program known as Extended School Enrichment (ESE) is now back in full swing, and the Parks Department is currently hiring after-school counselors. The Waterpark has had over 106,000 visitors through August 3rd of this year. The Waterpark is still open on the weekends through Labor Day, we anticipate attendance to total between 120,000 and 125,000 by Labor Day. Director Klitzing shared that the Parks Department has been working closely with the city to develop a business plan for the Brookshire Golf Course. That plan and its recommendations are currently being reviewed.

The 2024 Infrastructure Bond provided funding for several Parks Department projects. \$6.2 million in funding was received for Bear Creek Park, which is to be located on the southwest corner of 146th Street and Shelbourne Road. Together with park impact fees, this will total \$8 million towards phase I of Bear Creek Park. We are in the process of working with a design team to come up with different options for the Autumn Greenway, which will run east-west from the Monon Greenway to the Old Meridian Corridor. The same design team is working on the Veterans Greenway. This greenway will connect to Veterans Park, which will be just north of the VFW. Funding was also received for a new neighborhood park at Smoky Row and Ironwood Drive. Once we know exactly where the roundabout is going, we will know how much land we have to work with. We will start with public input, then come up with several concepts that we will invite the public to come and look at. The feedback we receive will be factored into the final concept, which will require Park Board approval. Last, funding was received for White River Greenway enhancements.

Progress continues on the north extension of the White River Greenway to expand from where it currently ends near Prairie Trace Elementary School up to 146th Street. This includes an overlook, a new trailhead and public restrooms. This project is anticipated to be completed before the end of the year. Also along the White River, progress continues on the bridge connecting Hazel Landing Park and Fishers Heritage Park. The bridge will be named the Burr Oak Bridge, which was chosen through collaboration with four Native American tribes from Indiana – the Delaware, the Miami, the Shawnee and the Peoria. Burr oak trees are a native species, and there is a large burr oak tree on either side of the bridge. Founders Park is also going to receive a refresh, which includes replacement of the safety surface and relocation of the sandbox. Additionally, there will be structural fortification of the retaining wall, as well as safety fencing, parking lot, and sidewalk enhancements. Also new at Founders Park will be a floating boardwalk over the pond, which is anticipated for spring of next year. The installation of this boardwalk will not require the park to be closed.

The new indoor playground at the Monon Community Center features the Luckey climber. This is the first Luckey climber with dynamic lighting and two slides. There is also a giant Lite Brite, and a smaller playground for younger toddlers.

Director Klitzing then responded to Councilor questions and comments. He shared that those families who utilize the ESE program have an opportunity for summer camp early registration. He also shared that they are working with a doctoral student to bring the sunscreen dispenser program out to West Park. He stated that they would love to bring free sunscreen dispensers to all of the parks, to anyone who would like to sponsor the program. He also said that he is happy to look into what it would cost to build support for the sunscreen program into the Parks' operating budget. He commented on the great collaborative spirit that CCPR has with the Carmel Redevelopment Commission (CRC), exemplified by the Veterans' Park project that will be introduced tonight. He shared that members of the Monon Community Center may enter the Waterpark through a member-only line, and that even when the park is at capacity for day passes, this includes a margin reserved for members. He shared that the Parks Department has taken the lead on the development of a business plan for the Brookshire Golf Course, working with a consultant to come up with a variety of recommendations to help move the golf course to a more sustainable long-term model. He also reassured the Council that he and the Park Board are continuing to work towards a long-term sustainability

plan for CCPR, especially in light of the impacts of Senate Enrolled Act 1. Lastly, Director Klitzing stated that with the ESE program taking place at the elementary schools through 6:00 p.m., it is their preference that the school zone speed limits stay in place until after the ESE program concludes.

Jeff McDermott, President and CEO of the Allied Solutions Center for the Performing Arts, spoke to Council on behalf of the Center, its affiliate organization - the Great American Songbook Foundation, and the six resident companies that call the Center's campus their home – Actors Theatre of Indiana, Carmel Symphony Orchestra, Central Indiana Dance Ensemble, Civic Theatre, Gregory Hancock Dance Theatre, and Indiana Wind Symphony. Mr. McDermott's report to Council focused on the Center's structure and history, the cultural and economic impacts provided by the Center, and the value brought by Allied Solutions' management of the Center.

The three venues on the Allied Solutions Center campus are the Payne & Mencias Palladium, The Studio Theater, and the Tarkington Theater. All three venues opened in 2011, and cost between \$170-\$180 million at that time. In today's numbers, the city has around a quarter of a billion dollars invested in this campus. The Great American Songbook Foundation was founded by five-time grammy nominee Michael Feinstein, who is also the Artistic Director for the Allied Solutions Center. It is a national organization, with a national board and a national reach. The six resident companies are responsible for hundreds of performances that happen on the campus every year.

The Allied Solutions Center has a budget around \$10 million, which does not include the Great American Songbook Foundation or the six resident companies. There are three primary sources of funding: earned revenue, contributed revenue, and a management fee received from the City of Carmel. This management fee is pursuant to four different management agreements. The programming and facility management, operations and maintenance agreement was signed in March of 2011, making the CFPA in charge of the Palladium for a fifty-year term. As the other two theaters came online, the CFPA also took on their management, as well.

Carmel's commitment to the arts distinguishes us as a city, creating significant cultural and economic impacts. As not-for-profit venues, the Allied Solutions Center brings a very wide variety of performances to the city. There truly is something for everybody. The Center also provides great educational programming, with over 25,000 participants of all ages in the just the last two years. The Center has awarded transportation grants to underserved schools, so they may attend the Center's Student Matinees. There are also free events, including city events, naturalization ceremonies, and military concerts. In 2023, the Americans for the Arts calculated that nonprofit arts in Carmel generated \$42.7 million of annual economic activity and \$4.9 million in local and state tax revenue. The Indiana Business Research Center conducted a 2025 study which found that the Allied Solutions Center campus generated \$22.9 million of economic impact for Carmel on its own. The campus generated \$27.4 million of economic impact for Hamilton County, and \$3.95 million in local and state tax revenue. With new event centers in both Fishers and Noblesville, it has become even more important to maintain the Allied Solutions Center's funding at current levels. This will not just protect the three theaters, the Great American Songbook Foundation, and the six resident companies, it will protect the nearly \$250 million dollar investment the City of Carmel has made in the arts. This commitment to the arts is front and center whenever Carmel is ranked as a top city to live in. This recognition generates a huge amount of earned media impact. In the last fiscal year, the Allied Solutions Center had over 200 million views of campus events, with an impact of \$1.9 million in terms of advertising value equivalent. The economic impact of the Allied Solutions Center is greatly felt by local restaurants and by the Hotel Carmichael.

Lastly, Mr. McDermott spoke about the value added by the CFPA's management. Hunden Partners was hired to evaluate several key operational aspects. This management services valuation found that the CFPA is very competitive in nearly every way with its peer venues across the entire country. They are more efficient in their management than nearly every venue across the country, operating at a far lower cost than it would cost the city to operate it themselves. (Many performing arts centers across the country are operated

by municipalities.) It also costs much less to have the CFPA operate the campus than to hire a for-profit entity such as Live Nation, etc. The valuation also found that the campus has strong regional draw and visitation and significant community and mission-based programming. In summary, the current operations deliver near optimal community value.

Councilor Joshi asked Mr. McDermott to clarify the different expenses he had mentioned. Mr. McDermott explained that the management fee paid by the city is \$2.25 million dollars annually, and that amount has not increased since 2017. Separately, the Center pays for \$1.7 million annually in various operational expenses which are then reimbursed by the city. Councilor Snyder shared his concern that the Palladium does not have a way to make the money needed to support it, which is a greater concern since Senate Bill 1 was passed. Mr. McDermott stated that the Hunden Partners report made it clear that Performing Arts Centers are typically not profitable, because of their very nature. They're built more intimately, with fewer seats, and thus unable to accommodate performances that belong in arenas. Today about 40% of the CFPA's shows are commercial shows, which was an increase decided on back in 2016. There used to be a greater percentage of dance, classical and jazz performances. These were all world-class acts, but not particularly profitable. Having more commercial performances actually allows the Center to have more mission-driven performances. People buy tickets because of the commercial acts, but people contribute to the Center because of the mission-driven performances and events. If the Center did not offer these types of events, \$3.2 million in contributed revenue would not be donated. The Hunden Partners report also showed that there are actually very few performing arts centers that exist that do not receive municipal support, if any. Councilor Green asked about the original contracts that were signed 15 years ago between the city and Allied Solutions, in which the city agreed to subsidize the Performing Arts Center. Mr. McDermott took issue with the term "subsidize", as it suggests that Allied Solutions is not working for these payments, but rather being given them. Councilor Green asked if there is a long term capital improvement plan. Mr. McDermott replied that they started to put together a capital improvement plan 7-8 years ago, and that they have been working with the City's CFO on this. But these are the city's buildings, and the city is responsible for the improvements and repairs. Councilor Minnaar voiced her support for the Arts in Carmel, and thanked other supporters for attending this meeting. Councilor Locke recognized the distinction between something that has been created for profit, and something that has been created to enhance our quality of life. He stated that he looked up the funding on other non-profits to see how they were structured. He asked about endowments, and the concept of generating investment revenue from those to be used for operational expenses. Mr. McDermott responded that when they looked for a naming partner, Allied Solutions responded very quickly. Immediately after, the Payne and Mencias families came forward as naming partners for the Palladium. A few years ago, a legacy program was started, through which people could leave estate gifts. Councilor Worrell stated that Carmel made a decision to focus on quality of life many years ago, and the Allied Solutions Center for the Performing Arts is a big part of that. There are entities, like our Parks Department, that enhance the quality of life for a city, and those entities require investment. He trusts the findings of the Hunden Partners report and the economic development data that the city recently received, which show the tremendous economic impact of the Center for the Performing Arts. He believes that there are some members of the community that do not value the impact of the Center, but that is not the community's overarching sentiment. He commended Mr. McDermott on running a great organization. He asked how frequently he meets with the Center's partners. Mr. McDermott responded that he meets regularly with top donors, corporate sponsors and naming sponsors. He and his two board chairs meet with the Mayor every 4-6 weeks, providing reports on events. Financial data is reported to the city as required by the management agreements. Council President Aasen then spoke about his experience as a restaurant owner in Carmel, and the positive impact the Performing Arts Center has on local businesses.

Lane Young, Director of Carmel Utilities, gave a report to Council, focusing on last week's water main break. He explained that when the 36-inch water main leaked, it was at the time of the week when water supply is at the very lowest – Monday morning. This water usage is driven by irrigation systems on the West side of Carmel. As the water supply was starting to build back up in the West tower, about 37% full, multiple low pressure alarms went off. The pumps at Plant 1 shut down, and within 6 minutes, the valves were located and the staff started to isolate the leak. Director Young shared a timeline of the events that occurred throughout the process of identifying and repairing the water main leak. He explained that a fire hydrant blew off of that 36-inch main, causing the leak. But within 2 hours, our water system was pressurized. The Council was in agreement that the Carmel Utilities staff did an excellent job in repairing the leak in a very timely manner. Council President Aasen stated that the most common issue concerning Carmel citizens was the lack of an established process to alert the public of this type of event. There was also much confusion over whether there had been a boil order, or a boil advisory, and about how much risk there had been to the safety of the water supply. President Aasen questioned the vague content of the messaging, and the methods through which this information was communicated (posting on Carmel Utilities website and social media posts). Director Young stated that the city of Carmel does not currently have the capacity to send a direct text or email to our customers, as other municipalities do. This was a surprise to him, coming from Evansville. Carmel Utilities has invested in software that will give us that capacity, and it was actually due to be rolled out in July. But that system had some bugs to be worked out, so it has not yet been implemented. He also explained that the email customers receive when their bill is due comes from a third-party billing vendor, so this is not an email system that the utility could have used to alert customers of the water main leak. When our own alerting system is implemented, customers will be required to opt-in to receive those messages.

Council President Aasen again questioned the lack of communication to the public. He questioned why the Marketing Department was contacted about the issue, but this only resulted in messaging from the Carmel Utilities website being reshared on social media. He stated that we have so many tools to get messaging out at our disposal, but we didn't utilize them. Councilor Snyder asked why we don't have another well on the West side. He also stated that the Carmel Utilities website plainly stated that the "boil advisory" meant that citizens should boil their water- which sounds like a boil order. There was also discussion on whether or not Carmel Utilities is truly a city department, and what that means in terms of contributing to the city budget. Director Young shared that Carmel Utilities does pay \$1.8 million to the city's general fund every year. In return, Carmel Utilities receives payroll services, HR services, and some marketing and communications help. Councilor Locke stated that by all measures, having our 36-inch water main break and getting our water back online within two hours is exemplary work. We just need to improve our communication strategy.

Councilor Worrell asked for more information on the communication system that Carmel Utilities will be rolling out in the near future. Mayor Finkam clarified that this portal will allow utilities customers to log in and monitor their accounts, and also to opt-in for communications. This will be separate from the 3-1-1 portal, which will be live later this year. She stated that the EOC (Emergency Operations Center) did not alert her of this water emergency. This was a learning experience in terms of how to better utilize the EOC. Councilor Joshi restated the need for an additional water source, so that the West side of Carmel doesn't have to source its water from the East side of Carmel. Councilor Green emphasized the importance of utilizing the EOC. Mayor Finkam noted that there is a 2 million gallon underground tank under construction at Main and Shelborne.

OLD BUSINESS

Council President Aasen announced the 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. This item remains in the Land Use and Special Studies Committee.

Council President Aasen announced the 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. This item remains in the Finance, Utilities and Rules Committee.

PUBLIC HEARINGS

There were none.

NEW BUSINESS

Council President Aasen announced the first reading of **Ordinance D-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. Councilor Minnaar moved to introduce the item into business. Councilor Snyder seconded. Councilor Minnaar presented the item to Council. Carmel Redevelopment Director Henry Mestetsky reiterated that developer-backed bonds are not a taxpayer risk, any revenue shortfalls are covered by the developers. He then introduced the President and CEO of Rebar Development, Tom Dickey. Mr. Dickey discussed the Signature 55 Project, which is proposed to be located on the Southeast corner of Old Meridian and Main Streets. This will be an active adult living product, capturing the space between high-end market rate apartments and independent living. There is no cafeteria, no transportation. With Class A amenities, it will attract the healthiest and wealthiest renters in the market. These rents will push the highest rents in Carmel. This development will attract single renters, as well as retired urban couples, grandparents who've relocated to Carmel to be near family, and snowbirds. Director Mestetsky then shared that this project is an \$88 million investment. It will have 200 age-restricted units, and 12,000 SF of amenity space. There will be 1.54 acres used for a park, to be developed by CCPR. There will be a 356 space parking garage, with 75% of those spaces free and open to the public. He stated that there are two action items in front of the Council tonight. The first is the bond. The second is a land transfer. First, this week the CRC will take a vote on purchasing land from the developer at below-market rate. The land would be purchased with 2024 bonds, which were intended for this purpose. If the City Council approves the bonds/transfer, then the developer will design (in coordination with CCPR) and go through various BZA/Planning/CRC Architectural Review approvals to obtain construction permits. When the developer gets their building permit from the city, that's when they know their lenders are ready to lend, and that's when the City will close on its 1.54 acres, and thereafter the Council will transfer that land to the Parks Department. Council President Aasen announced that this will be sent to the Land Use and Special Studies Committee.

Council President Aasen announced **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. Councilor Aasen presented the item to Council. He shared that this resolution is the companion to Ordinance D-2778-25, and as such is also being sent to the Land Use and Special Studies Committee.

Council President Aasen announced the 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. Councilor Joshi moved to introduce the item into business. Councilor Green seconded. Councilor Joshi presented the item to Council. Zac Jackson, City of Carmel CFO, explained that this ordinance is the outcome of the Salary Study which began in March of this year. Currently, the city has a pay grades and steps structure for salaries. For non-directors, the pay grades and steps document reflects Grades 6 through 20, with 6 steps in each grade. Employees start at Step 1 (or higher) and move up a step on January 1st each year. This means that within 5 years, employees reach

Step 6, which is the maximum of that's grade's range. Each step increase is almost 4% and is usually accompanied by a 3% COLA. For Directors, pay grades and steps uses Grades 21 through 23; however, only a minimum and maximum are established without any steps. There are multiple points of concern with the current compensation system. Existing titles are often poor reflections of an employee's actual duties, making it impossible to compare our employees' titles to any market data. For the Salary Study, employees were asked to fill out a lengthy Job Analysis Questionnaire (JAQ) to better understand their roles and qualifications. It was discovered that titles are wildly inconsistent across departments and without an overall hierarchy. 55% of employees are at the top of their range for their grade. That increases to 67% on January 1st. Step plans lack flexibility making it hard to reward top performers, and poor performers are rewarded annual increases for simply working another year. The recommendation is to discontinue step increases after the next round of increases on January 1, 2026. We should also widen existing ranges to align with industry best practices and anchor ranges with a defined midpoint which will serve as the "market rate" for the salary grade. The study also determined that about 160 employees already have the appropriate titles and pay grades. About 160 employees should have their titles changed to better reflect their work, but the new title is in the same grade, so there will be no fiscal impact. 2 employees are in positions that belong in a lower grade, but we do not propose changing their pay, just moving them down one grade. 5 employees are in positions that should be in a higher grade, so we propose moving them up one grade, which would result in a pay increase. All of these changes would be made effective through the adoption of this proposed salary ordinance and updated internal salary/grades document. Councilor Locke questioned why this is being brought to Council just before budget season is about to start. He stated that he will need a lot more information before being able to vote on it, and that employees should not have already received communication about these changes when they haven't even been approved yet. Councilor Snyder echoed Councilor Locke's sentiment about timing this just before budget season and also expressed concern that some city employees might feel that their roles are being minimized. Councilor Minnaar shared that an employee reached out to her because they have twice requested a review with HR to find out more about their title being changed, and that person has still not received any response. Mayor Finkam then addressed Council, stating that if this was a private company, it would be handled a lot differently. But this is a public entity, and we can't have subsets of meetings with Councilors over and over without violating open door law, so we're trying to accomplish this in the best way possible. Those employees who were involved in this process have been informed that all of these changes are up to Council approval. This allows them to lobby Council if they want to, and it also allows the public to weigh in on this matter. We have been working on this initiative for months. These changes are budget neutral for 2026, and no employees are being let go because of this. This item was sent to the Finance, Utilities and Rules Committee.

Council President Aasen announced the 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. Councilor Minnaar moved to introduce the item into business. Councilor Joshi seconded. Councilor Snyder presented the item to Council. Council President Aasen sent this item to the Finance, Utilities and Rules Committee for further review.

Council President Aasen announced the 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. Councilor Worrell moved to introduce the item into business. Councilor Joshi seconded. Councilor Worrell presented the item to Council. Benjamin Legge, City Attorney, explained that this ordinance specifies that vehicles in public parking spaces must be parked in between the lines. For example, a recreational vehicle is not allowed to take up two parking spaces on a city street. This applies to local residents, as well as visitors to our city, but this is only for marked public parking spaces, not residential neighborhoods. Councilor Snyder asked if violations would result in tickets, towing, or both. Mr. Legge replied that the ordinance is written so that Council can decide how this would be handled – first violation with ticket, second with ticket and towing, etc. This item was sent to the Finance, Utilities and Rules Committee.

Council President Aasen announced the 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. Councilor Minnaar moved to introduce the item into business. Councilor Joshi seconded. Councilor Snyder presented the item to Council and then requested that Council President Aasen hold this item at the dais. He felt that this item deserves a robust conversation to be discussed in this forum, rather than being sent to committee, but it's too late to get into it tonight. Council President Aasen tabled this item until the next Council meeting, which will be October 6th.

AGENDA ADD-ON ITEMS

There were none.

OTHER BUSINESS

There was none.

ANNOUNCEMENTS

There were none.

ADJOURNMENT

Council President Aasen adjourned the meeting at 10:36 p.m.

Respectfully Submitted,

Jacob Quinn, Clerk

Approved,

Adam Aasen, Council President

ATTEST:

Jacob Quinn, Clerk

City of Carmel

CARMEL COMMON COUNCIL SPECIAL MEETING MINUTES

THURSDAY, AUGUST 28, 2025 – 8:00 A.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Council President Adam Aasen, Councilors Shannon Minnaar, Teresa Ayers, Matthew Snyder, Rich Taylor, Jeff Worrell, Tony Green and Deputy Clerk Jessica Komp were present.

Councilors Anita Joshi and Ryan Locke were not present.

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

CLAIMS

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

1. Payroll – \$4,100,098.73 and CFD Bonus Payroll - \$7,421.39
2. General Claims – \$5,389,010.96
3. Retirement – \$127,147.10

ADJOURNMENT

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

Respectfully submitted,

Jacob Quinn, Clerk

Approved,

ATTEST:

Adam Aasen, Council President

Jacob Quinn, Clerk


Total Gross Wages for REGULAR PAYROLL date 9/5/2025

\$2,838,407.63

Total Payroll Liabilities for REGULAR PAYROLL date 9/5/2025

\$1,328,166.99

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 **\$4,166,574.62** 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: 09/04/2025
 TIME: 14:18:44

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CENTERPOINT ENERGY	609725	08/29/25	NATURAL GAS	1206-4349000	17.98	
CENTERPOINT ENERGY	609726	08/29/25	NATURAL GAS	1206-4349000	90.50	17.98
A T & T MOBILITY	609727	08/29/25	CELLULAR PHONE FEES	1120-4344100	347.28	90.50
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	1120-4348500	218.62	347.28
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	2201-4348500	1,051.88	
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	2201-4348500	936.89	
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	2201-4348500	159.99	
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	2201-4348500	721.62	
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	1206-4348500	16,091.53	
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	1207-4348500	826.85	
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	110-4348500	190.22	
CARMEL UTILITIES	609728	08/29/25	WATER & SEWER	1125-4348500	8,965.38	
CHARTER COMMUNICATIONS	609729	08/29/25	INTERNET LINE CHARGES	1115-4344200	215.00	29,162.98
CHARTER COMMUNICATIONS HO	609730	08/29/25	INTERNET LINE CHARGES	1115-4344200	143.27	215.00
CROSSROADS BANK	609731	08/29/25	LEASE FEE #7	1701-4340400	350.00	143.27
DUKE ENERGY	609733	08/29/25	ELECTRICITY	1120-4348000	1,756.62	350.00
DUKE ENERGY	609733	08/29/25	ELECTRICITY	1120-4348000	135.59	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	1110-4348000	27.63	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	1110-4348000	15,667.03	
DUKE ENERGY	609733	08/29/25	OTHER EXPENSES	651-5023990	43.72	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	1125-4348000	33.96	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	1125-4348000	27.63	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	18.97	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	18.88	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	163.52	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	47.11	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	44.24	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	99.53	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	214.44	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	43.54	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	31.92	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	139.29	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	157.04	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	3,678.42	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	75.85	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	49.15	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	75.38	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	29.28	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	65.77	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	221.17	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	10.60	
DUKE ENERGY	609733	08/29/25	ELECTRICITY	2201-4348000	38.09	
BRIAN HUTCHISON	609734	08/29/25	REGIST-DRAGON, ELEVAT	1120-4357004	588.50	22,914.37
WILLIAM CHARLES CONSTRUCT	609735	08/29/25	OTHER CONTRACTED SERVICES	202-R4350900	294,026.30	588.50
KARLA HARBISON	609736	08/29/25	OVERPAY K HARBISON	601-5023990	103.33	294,026.30
KATHY HENRY	609737	08/29/25	OVERPAY K HENRY	601-5023990	50.75	103.33
						50.75

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

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
KELSEY SMITH	609738	08/29/25	OVERPAY K SMITH	601-5023990	44.80	
LEAF SOFTWARE SOLUTIONS,	609739	08/29/25	OTHER EXPENSES	601-5023990	4,740.30	44.80
BENJAMIN LEGGE	609740	08/29/25	LEGGE-ANNUAL IND REG	1180-4355300	180.00	4,740.30
BENJAMIN LEGGE	609740	08/29/25	MILEAGE	1180-4343004	167.86	
NATHAN N MILLER	609741	08/29/25	BLS INSTRUCT-N MILLER	1120-4357004	42.65	347.86
DAWN PATTYN	609742	08/29/25	POSTAGE	1120-4342100	78.00	42.65
ROBERT INGERSOLL	609743	08/29/25	OTHER EXPENSES	651-5023990	10.00	78.00
SAMANTHA KARN	609744	08/29/25	KARN -ANNUAL IND REG	1180-4355300	180.00	10.00
DONALD SCHOEFF JR	609745	08/29/25	PER DIEM IACP CONF	1110-4343002	240.00	180.00
SERGEY GRECHUKHIN	609746	08/29/25	GRECHUKHIN ANNUAL IND	1180-4355300	180.00	240.00
TERESA ANDERSON	609747	09/03/25	OTHER EXPENSES	301-5023990	400.00	180.00
ANGELA REECER	609748	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
JANET ARNONE	609749	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
PAUL ARNONE	609750	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
JOSEPH E. BICKEL	609751	09/03/25	OTHER EXPENSES	301-5023990	500.00	400.00
ORBIE BOWLES	609752	09/03/25	OTHER EXPENSES	301-5023990	400.00	500.00
GARY BOWMAN	609753	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
GARY BRANDT	609754	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
KEN BRANT	609755	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
BRIGIT A GREEN	609756	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
CARL DRAKE	609757	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
CHARLIE HARTING	609758	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
GREGORY DAWSON	609759	09/03/25	OTHER EXPENSES	301-5023990	500.00	400.00
AARON DIETZ	609760	09/03/25	OTHER EXPENSES	301-5023990	500.00	500.00
DONOVAN CORY ANDERSON	609761	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
JOSEPH FAUCETT	609762	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
DWIGHT FROST	609763	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
ANDREW GERDT	609764	09/03/25	OTHER EXPENSES	301-5023990	500.00	400.00
LELAND C GOODMAN	609765	09/03/25	OTHER EXPENSES	301-5023990	400.00	500.00
BRUCE GRAHAM	609766	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00

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CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
ROBERT HARRIS	609767	09/03/25	OTHER EXPENSES	301-5023990	500.00	400.00
ADAM D. HOLDEN	609768	09/03/25	OTHER EXPENSES	301-5023990	400.00	500.00
JEFF COOPER	609769	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
JEFFREY HICKS	609770	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
JUN CHEN	609771	09/03/25	OTHER EXPENSES	301-5023990	500.00	400.00
KELLY BASKERVILLE	609772	09/03/25	OTHER EXPENSES	301-5023990	400.00	500.00
JOSEPH BRADLEY LOVE	609773	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
MICHAEL MARSH	609774	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
JOHN MCALLISTER	609775	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
DAVID MEAD	609776	09/03/25	OTHER EXPENSES	301-5023990	500.00	400.00
DON R. MEAD JR.	609777	09/03/25	OTHER EXPENSES	301-5023990	500.00	500.00
SCOTT PILKINGTON	609778	09/03/25	OTHER EXPENSES	301-5023990	400.00	500.00
CHARLES PLUMER	609779	09/03/25	OTHER EXPENSES	301-5023990	500.00	400.00
RANDY SCHALBURG	609780	09/03/25	OTHER EXPENSES	301-5023990	500.00	500.00
BRIAN E SCHMIDT	609781	09/03/25	OTHER EXPENSES	301-5023990	400.00	500.00
JEFFREY STEELE	609782	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
KENT STEURY	609783	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
STEVE WITSKEN	609784	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
TATIANA BARTROM	609785	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
SCOTT TIERNEY	609786	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
TIFFANY MOORE	609787	09/03/25	OTHER EXPENSES	301-5023990	500.00	500.00
TONY COLLINS	609788	09/03/25	OTHER EXPENSES	301-5023990	500.00	500.00
DAVID VANDERBECK	609789	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
RONALD WILLIAMS	609790	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
WILLIAM J. WORKMAN	609791	09/03/25	OTHER EXPENSES	301-5023990	400.00	400.00
ACE-PAK PRODUCTS INC	609792	09/03/25	CLEANING SUPPLIES	1125-4238900	61820	693.49
ACE-PAK PRODUCTS INC	609792	09/03/25	CLEANING SUPPLIES	1125-4238900	61849	711.22
ADRENALINE INDOOR ADVENTU	609793	09/03/25	FIELD TRIPS	1082-4343007	972.00	1,404.71
AMAZON CAPITAL SERVICES	609794	09/03/25	OTHER MAINT SUPPLIES	1094-4238900	65.10	972.00
AMAZON CAPITAL SERVICES	609794	09/03/25	OTHER MAINT SUPPLIES	1093-4238900	107.02	

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CITY OF CARMEL
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
AMAZON CAPITAL SERVICES	609794	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	396.67	
						568.79
B & H PHOTO-VIDEO, INC	609795	09/03/25	GENERAL PROGRAM SUPPLIES	1092-4239039	186.71	
B & H PHOTO-VIDEO, INC	609795	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	402.84	
B & H PHOTO-VIDEO, INC	609795	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	402.84	
B & H PHOTO-VIDEO, INC	609795	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	-402.84	
B & H PHOTO-VIDEO, INC	609795	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	284.96	
						874.51
KURTIS BAUMGARTNER	609796	09/03/25	CELLULAR PHONE FEES	1125-4344100	150.00	
						150.00
BLUEPAY PROCESSING, LLC	609797	09/03/25	OTHER PROFESSIONAL FEES	1081-4341999	7,808.17	
						7,808.17
BRAINSTORM PRINT	609798	09/03/25	STATIONARY & PRNTD MATERL	1081-4230100	350.00	
						350.00
CARMEL UTILITIES	609799	09/03/25	WATER & SEWER	1125-4348500	714.21	
CARMEL UTILITIES	609799	09/03/25	WATER & SEWER	1125-4348500	92.10	
CARMEL UTILITIES	609799	09/03/25	WATER & SEWER	1125-4348500	6.58	
CARMEL UTILITIES	609799	09/03/25	WATER & SEWER	1125-4348500	691.03	
CARMEL UTILITIES	609799	09/03/25	WATER & SEWER	110-4348500	275.53	
						1,779.45
CARMEL WELDING & SUPP INC	609800	09/03/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	185.29	
						185.29
CARRIER CORP	609801	09/03/25	BUILDING REPAIRS & MAINT	1093-4350100	994.00	
						994.00
CENTRAL INDIANA ASSOC OF	609802	09/03/25	MEMBERSHIP RENEWAL	1125-4355300	350.00	
				61768		350.00
CINTAS CORPORATION #18	609803	09/03/25	OTHER MAINT SUPPLIES	1093-4238900	820.21	
CINTAS CORPORATION #18	609803	09/03/25	OTHER MAINT SUPPLIES	1125-4238900	241.15	
CINTAS CORPORATION #18	609803	09/03/25	OTHER MAINT SUPPLIES	1093-4238900	617.09	
						1,678.45
TRUDY COLER	609804	09/03/25	CELLULAR PHONE FEES	1125-4344100	50.00	
						50.00
CONSTELLATION NEWENERGY G	609805	09/03/25	NATURAL GAS	1125-4349000	4.99	
CONSTELLATION NEWENERGY G	609805	09/03/25	NATURAL GAS	1091-4349000	4,315.32	
						4,320.31
CURRENT PUBLISHING	609806	09/03/25	PRINTING (NOT OFFICE SUP)	1091-4345000	2,475.00	
CURRENT PUBLISHING	609806	09/03/25	PRINTING (NOT OFFICE SUP)	1081-4345000	2,475.00	
CURRENT PUBLISHING	609806	09/03/25	MARKETING & PROMOTIONS	1091-4341991	285.00	
CURRENT PUBLISHING	609806	09/03/25	MARKETING & PROMOTIONS	1081-4341991	190.00	
						5,425.00
CONVERGINT TECHNOLOGIES L	609807	09/03/25	EQUIPMENT REPAIRS & MAINT	1093-4350000	477.87	
CONVERGINT TECHNOLOGIES L	609807	09/03/25	FLOWING WELL DOOR LOCK	1125-4237000	2,488.53	
				61758		2,966.40
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	177.21	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1091-4348000	13,200.13	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1091-4348000	30,031.13	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	65.15	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	54.52	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	33.62	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	129.54	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	47.85	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	110-4348000	87.02	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	294.08	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	506.93	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	152.41	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	54.87	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	110-4348000	534.46	
DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	151.33	

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DUKE ENERGY	609808	09/03/25	ELECTRICITY	1125-4348000	19.91	
ELAN FINANCIAL SERVICES	609809	09/03/25	INFO SYS MAINT/CONTRACTS	1091-4341955	398.39	
ELAN FINANCIAL SERVICES	609809	09/03/25	MARKETING & PROMOTIONS	1091-4341991	395.13	
ELAN FINANCIAL SERVICES	609809	09/03/25	MARKETING & PROMOTIONS	1091-4341991	-30.58	
ELAN FINANCIAL SERVICES	609809	09/03/25	EXTERNAL INSTRUCT FEES	1081-4357004	20.00	
ELAN FINANCIAL SERVICES	609809	09/03/25	EXTERNAL INSTRUCT FEES	1081-4357004	-20.00	
ELAN FINANCIAL SERVICES	609809	09/03/25	INFO SYS MAINT/CONTRACTS	1081-4341955	398.39	
ELAN FINANCIAL SERVICES	609809	09/03/25	INFO SYS MAINT/CONTRACTS	1125-4341955	346.89	
ELAN FINANCIAL SERVICES	609809	09/03/25	INFO SYS MAINT/CONTRACTS	1125-4341955	-346.89	
ELAN FINANCIAL SERVICES	609809	09/03/25	INFO SYS MAINT/CONTRACTS	1125-4341955	252.53	
ELAN FINANCIAL SERVICES	609809	09/03/25	INFO SYS MAINT/CONTRACTS	1125-4341955	-252.53	
ELLIS MECHANICAL & ELECTR	609810	09/03/25	OTHER CONT SERVICES	1093-4350900	4,225.78	
ELLIS MECHANICAL & ELECTR	609810	09/03/25	BUILDING REPAIRS & MAINT	1093-4350100	1,753.88	
ELLIS MECHANICAL & ELECTR	609810	09/03/25	BUILDING REPAIRS & MAINT	110-4350100	515.93	
ELLIS MECHANICAL & ELECTR	609810	09/03/25	BUILDING REPAIRS & MAINT	110-4350100	1,786.80	
ELLIS MECHANICAL & ELECTR	609810	09/03/25	WEST COMMONS SPLASHPAD	1125-4350000	1,198.70	
ELLIS MECHANICAL & ELECTR	609810	09/03/25	WEST PARK HVAC MAINT	1125-R4350900	159.86	
ENERGY HARNESS CORP	609811	09/03/25	EQUIPMENT REPAIRS & MAINT	1093-4350000	494.00	
GOLD MEDAL PRODUCTS	609812	09/03/25	FOOD & BEVERAGES	1095-4239040	312.70	
GRAINGER	609813	09/03/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	26.70	
GRAINGER	609813	09/03/25	RETAIL GOODS	1092-4239045	317.00	
GRAINGER	609813	09/03/25	OTHER MAINT SUPPLIES	110-4238900	372.46	
GREENCYCLE OF INDIANA, IN	609814	09/03/25	GROUNDS MAINTENANCE	1125-4350400	40.00	
INDIANA UNIVERSITY	609815	09/03/25	CLASSIFIED ADVERTISING	1125-4346000	150.00	
AES INDIANA	609816	09/03/25	ELECTRICITY	110-4348000	1,072.64	
JERAMI SUMMERS	609817	09/03/25	SECURITY SERVICES	1091-4341992	375.00	
INVIGORATEHR, LLC	609818	09/03/25	EXTERNAL INSTRUCT FEES	1091-4357004	91.00	
ONE CONSULTING LLC	609819	09/03/25	MURAL TUNNEL REPAIRS	103-4463000	6,078.00	
KROGER CO	609820	09/03/25	OFFICE SUPPLIES	1125-4230200	23.96	
KROGER CO	609820	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	265.46	
KROGER CO	609820	09/03/25	GENERAL PROGRAM SUPPLIES	1096-4239039	158.26	
KROGER CO	609820	09/03/25	OFFICE SUPPLIES	1081-4230200	54.69	
KROGER CO	609820	09/03/25	OTHER MISCELLANEOUS	1094-4239099	251.67	
KROGER, GARDIS & REGAS	609821	09/03/25	LEGAL FEES	1125-4340000	12,505.58	
KROGER, GARDIS & REGAS	609821	09/03/25	LEGAL FEES	1091-4340000	4,543.00	
JACKIE LAZDINS	609822	09/03/25	TRAVEL FEES & EXPENSES	1081-4343000	258.51	
JENNIFER LUCERO	609823	09/03/25	TRAVEL FEES & EXPENSES	1081-4343000	144.13	
MAGERS BOOKKEEPING SERVIC	609824	09/03/25	OTHER PROFESSIONAL FEES	1125-4341999	120.00	
MAGERS BOOKKEEPING SERVIC	609824	09/03/25	OTHER PROFESSIONAL FEES	1081-4341999	450.00	
MAGERS BOOKKEEPING SERVIC	609824	09/03/25	OTHER PROFESSIONAL FEES	1091-4341999	435.00	
MAGERS BOOKKEEPING SERVIC	609824	09/03/25	OTHER PROFESSIONAL FEES	110-4341999	175.00	
						1,161.33
						9,640.95
						494.00
						312.70
						716.16
						40.00
						150.00
						1,072.64
						375.00
						91.00
						6,078.00
						754.04
						17,048.58
						258.51
						144.13
						1,180.00

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ERIC MEHL	609825	09/03/25	CELLULAR PHONE FEES	1125-4344100	50.00	50.00
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	REPAIR PARTS	1093-4237000	205.50	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	SMALL TOOLS & MINOR EQUIP	1125-4238000	135.35	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	OTHER MAINT SUPPLIES	1125-4238900	95.69	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	EQUIPMENT REPAIRS & MAINT	1093-4350000	50.94	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	BUILDING MATERIAL	1125-4235000	413.65	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	BUILDING MATERIAL	1125-4235000	-30.50	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	OTHER MAINT SUPPLIES	1093-4238900	229.84	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	REPAIR PARTS	1125-4237000	7.08	
MENARDS COMMERCIAL-CAPITA	609826	09/03/25	BUILDING REPAIRS & MAINT	1125-4350100	149.88	
MIDSTATES RECREATION	609827	09/03/25	RIVER HERITAGE ZIPLINE	1125-4239000	431.24	1,257.43
TIM MILLIKAN	609828	09/03/25	CELLULAR PHONE FEES	1091-4344100	75.00	431.24
MORE MOE'S INDIANA	609829	09/03/25	SPECIAL PROJECTS	1091-4359000	547.60	75.00
MORPHEY CONSTRUCTION INC	609830	09/03/25	WHITE RIVER GREENWAY N	106-R4460715	42,716.53	547.60
NANSONG LIU	609831	09/03/25	SECURITY SERVICES	1091-4341992	360.00	42,716.53
MIKE NORMAND	609832	09/03/25	CELLULAR PHONE FEES	1091-4344100	50.00	360.00
NORTHERN SAFETY CO, INC	609833	09/03/25	SAFETY SUPPLIES	1094-4239012	301.66	50.00
OAK SECURITY GROUP, LLC	609834	09/03/25	REPAIR PARTS	1093-4237000	165.00	301.66
OCCUPATIONAL HEALTH CENTE	609835	09/03/25	MEDICAL FEES	1081-4340700	104.00	165.00
OCCUPATIONAL HEALTH CENTE	609835	09/03/25	MEDICAL FEES	1125-4340700	104.00	
PDF MECHANICAL LLC	609836	09/03/25	BUILDING REPAIRS & MAINT	1093-4350100	1,918.75	208.00
RECREATION INSITES LLC	609838	09/03/25	PERELMAN REPAIR PARTS	1125-4237000	1,173.37	1,918.75
RELIANT ELECTRIC & SOLAR	609839	09/03/25	BUILDING REPAIRS & MAINT	110-4350100	7,565.00	1,173.37
REPUBLIC WASTE SERVICES O	609840	09/03/25	TRASH COLLECTION	1125-4350101	511.95	7,565.00
REPUBLIC WASTE SERVICES O	609840	09/03/25	TRASH COLLECTION	1125-4350101	479.00	
REPUBLIC WASTE SERVICES O	609840	09/03/25	TRASH COLLECTION	110-4350101	158.43	
REPUBLIC WASTE SERVICES O	609840	09/03/25	TRASH COLLECTION	110-4350101	158.43	
REPUBLIC WASTE SERVICES O	609840	09/03/25	TRASH COLLECTION	1093-4350101	1,221.00	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	109.00	2,528.81
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	217.94	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	310.55	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	12.76	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	184.03	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	23.13	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1082-4239039	55.09	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	310.41	
S & S CRAFTS WORLDWIDE IN	609841	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	194.58	
SAVATREE LLC	609842	09/03/25	HAZEL LANDING TREE REMOVA	103-4462000	4,116.00	1,417.49
SAVATREE LLC	609842	09/03/25	THOMAS MARCUCCILLI PARK	103-4462000	3,528.00	
SCAT PEST CONTROL INC.	609843	09/03/25	ADMIN OFFICE 2025	1125-4350100	150.00	7,644.00
						150.00

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SOUTHERN ROCK RESTAURANTS	609844	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	98.47	
						98.47
SPEAR CORPORATION	609845	09/03/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	835.02	
SPEAR CORPORATION	609845	09/03/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	348.00	
SPEAR CORPORATION	609845	09/03/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	348.00	
						1,531.02
CARMEL GLASS & MIRROR	609846	09/03/25	OTHER CONT SERVICES	1082-4350900	800.60	
						800.60
STAPLES BUSINESS ADVANTAG	609847	09/03/25	OFFICE SUPPLIES	1125-4230200	37.72	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	OFFICE SUPPLIES	1081-4230200	63.27	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	19.39	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	OFFICE SUPPLIES	1081-4230200	136.81	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	309.90	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	26.35	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	GENERAL PROGRAM SUPPLIES	1081-4239039	69.14	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	OFFICE SUPPLIES	1091-4230200	34.99	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	OFFICE SUPPLIES	1091-4230200	133.29	
STAPLES BUSINESS ADVANTAG	609847	09/03/25	GENERAL PROGRAM SUPPLIES	1096-4239039	17.12	
						847.98
CLAUDINE SUTTON	609848	09/03/25	CELLULAR PHONE FEES	1125-4344100	50.00	
						50.00
SYSCO FOOD SERVICES	609849	09/03/25	FOOD & BEVERAGES	1095-4239040	4,135.37	
SYSCO FOOD SERVICES	609849	09/03/25	FOOD & BEVERAGES	1095-4239040	1,889.74	
						6,025.11
T A R CONCEPTS	609850	09/03/25	EQUIPMENT REPAIRS & MAINT	1094-4350000	493.57	
						493.57
TERRYBERRY COMPANY LLC	609851	09/03/25	OTHER CONT SERVICES	1091-4350900	74.80	
TERRYBERRY COMPANY LLC	609851	09/03/25	OTHER CONT SERVICES	1081-4350900	46.89	
						121.69
TOWNE POST NETWORK INC	609852	09/03/25	MARKETING & PROMOTIONS	1091-4341991	700.00	
						700.00
UNITED CONSTRUCTION SERVI	609853	09/03/25	MONON BLVD SPLASHPAD	103-R4462000 60155	26,766.00	
						26,766.00
WISSCO IRRIGATION INC	609854	09/03/25	MIDTOWN PLAZA	1125-4350400 60941	480.00	
						480.00
WRISTBAND RESOURCES	609855	09/03/25	GENERAL PROGRAM SUPPLIES	1096-4239039	262.00	
						262.00
ZOGICS LLC	609856	09/03/25	OTHER MAINT SUPPLIES	1096-4238900	2,510.10	
						2,510.10
CENTERPOINT ENERGY	609857	09/04/25	NATURAL GAS	2201-4349000	19.24	
						19.24
CENTERPOINT ENERGY	609858	09/04/25	NATURAL GAS	1110-4349000	145.53	
						145.53
BRADLEY A BASTIN	609859	09/04/25	OTHER CONT SERVICES	1207-4350900	131.32	
						131.32
CANON FINANCIAL SERVICES	609860	09/04/25	COPIER	1180-4353004	513.83	
						513.83
CANON FINANCIAL SERVICES	609861	09/04/25	COPIER	1180-4353004	45.90	
						45.90
CHARTER COMMUNICATIONS	609862	09/04/25	INTERNET LINE CHARGES	1115-4344200	215.00	
						215.00
CHARTER COMMUNICATIONS HO	609863	09/04/25	CABLE SERVICE	1207-4349500	417.71	
						417.71
CHARTER COMMUNICATIONS HO	609864	09/04/25	INTERNET LINE CHARGES	1115-4344200	129.99	
						129.99
CHARTER COMMUNICATIONS HO	609865	09/04/25	WEB PAGE FEES	1110-4355400	88.95	
						88.95
CHARTER COMMUNICATIONS HO	609866	09/04/25	INTERNET LINE CHARGES	1115-4344200	143.27	

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CITIZENS WESTFIELD	609867	09/04/25	OTHER EXPENSES	601-5023990	15.02	143.27
CITIZENS WESTFIELD	609867	09/04/25	OTHER EXPENSES	601-5023990	15.02	
CONSTELLATION NEWENERGY G	609868	09/04/25	OTHER EXPENSES	601-5023990	257.43	30.04
COSTAR REALTY INFORMATION	609869	09/04/25	CONSULTING FEES-ECON DVMT	1501-4340401	982.77	257.43
CULLIGAN OF INDIANAPOLIS	609870	09/04/25	OTHER CONT SERVICES	1701-4350900	69.44	982.77
CULLIGAN OF INDIANAPOLIS	609871	09/04/25	OFFICE SUPPLIES	1702-4230200	58.95	69.44
DUKE ENERGY	609872	09/04/25	OTHER EXPENSES	601-5023990	117,259.28	58.95
DUKE ENERGY	609872	09/04/25	OTHER EXPENSES	651-5023990	147.31	
DUKE ENERGY	609872	09/04/25	OTHER EXPENSES	651-5023990	65.11	
DUKE ENERGY	609872	09/04/25	OTHER EXPENSES	651-5023990	61.07	
DUKE ENERGY	609872	09/04/25	OTHER EXPENSES	651-5023990	1,976.43	
DUKE ENERGY	609872	09/04/25	OTHER EXPENSES	651-5023990	32.41	
DUKE ENERGY	609872	09/04/25	OTHER EXPENSES	651-5023990	32.62	
FREDA BURKE	609873	09/04/25	OTHER EXPENSES	601-5023990	22.38	119,574.23
GORDON FLESCH CO INC	609874	09/04/25	COPIER	1110-4353004	1,138.57	22.38
GORDON FLESCH CO INC	609875	09/04/25	COPIER	1192-4353004	247.10	1,138.57
GORDON FLESCH CO INC	609876	09/04/25	EQUIPMENT MAINT CONTRACTS	1192-4351501	94.50	247.10
GORDON FLESCH COMPANY	609877	09/04/25	OTHER EXPENSES	651-5023990	89.88	94.50
GORDON FLESCH COMPANY	609877	09/04/25	OTHER EXPENSES	601-5023990	252.44	
GORDON FLESCH COMPANY	609878	09/04/25	OTHER EXPENSES	651-5023990	11.49	342.32
GORDON FLESCH COMPANY	609878	09/04/25	OTHER EXPENSES	601-5023990	11.50	
GREATAMERICA FINANCIAL SE	609879	09/04/25	COPIER	1203-4353004	64.03	22.99
JAMES GROSE	609880	09/04/25	EXTERNAL TRAINING TRAVEL	1110-4343002	691.53	64.03
HAMILTON COUNTY TREASURER	609881	09/04/25	OTHER EXPENSES	1301-5023990	1,190.00	691.53
HUMANE SOCIETY FOR HAMILT	609883	09/04/25	HUMANE SOCIETY SERVICES	1110-4357500	14,025.38	1,190.00
I C C BUSINESS PRODUCTS	609884	09/04/25	EQUIPMENT MAINT CONTRACTS	1120-4351501	117.37	14,025.38
INDIANA STATE POLICE	609885	09/04/25	OTHER EXPENSES	210-5023990	653.00	117.37
JOHN PTRIE	609886	09/04/25	OTHER EXPENSES	601-5023990	53.88	653.00
ADRIENNE KEELING	609887	09/04/25	TRAVEL FEES & EXPENSES	1192-4343001	253.82	53.88
KEITH ALBRECHT	609888	09/04/25	OTHER EXPENSES	601-5023990	73.88	253.82
KONICA MINOLTA BUSINESS S	609889	09/04/25	EQUIPMENT MAINT CONTRACTS	1201-4351501	109.13	73.88
KROGER CO	609890	09/04/25	OTHER EXPENSES	852-5023990	28.46	109.13
LOOPNET	609891	09/04/25	CONSULTING FEES-ECON DVMT	1501-4340401	550.00	28.46
						550.00

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MIKE LUX	609894	09/04/25	OTHER EXPENSES	301-5023990	262.00	
PARKER SCHAASBERGER	609895	09/04/25	OTHER EXPENSES	601-5023990	6.65	262.00
LONNIE PATTON	609896	09/04/25	OTHER EXPENSES	651-5023990	70.00	6.65
PITNEY BOWES	609897	09/04/25	POSTAGE METER	506-4353003	153.87	70.00
PITNEY BOWES	609898	09/04/25	OFFICE SUPPLIES	1701-4230200	135.90	153.87
PITNEY BOWES	609899	09/04/25	POSTAGE METER	1110-4353003	214.14	135.90
PITNEY BOWES INC.	609900	09/04/25	OTHER EXPENSES	601-5023990	96.79	214.14
PITNEY BOWES INC.	609900	09/04/25	OTHER EXPENSES	651-5023990	96.80	
PITNEY BOWES INC.	609901	09/04/25	POSTAGE	1701-4342100	404.28	193.59
PURDUE CONFERENCES	609902	09/04/25	EXTERNAL INSTRUCT FEES	2201-4357004	225.00	404.28
REPUBLIC WASTE SERVICES O	609903	09/04/25	TRASH COLLECTION	1110-4350101	468.10	225.00
REPUBLIC WASTE SERVICES O	609904	09/04/25	TRASH COLLECTION	1120-4350101	1,231.24	468.10
REPUBLIC WASTE SERVICES O	609905	09/04/25	OTHER EXPENSES	651-5023990	1,440.63	1,231.24
REPUBLIC WASTE SERVICES O	609906	09/04/25	OTHER EXPENSES	651-5023990	2,967.86	1,440.63
RON HIMLER	609907	09/04/25	OTHER EXPENSES	601-5023990	61.97	2,967.86
SCOT IMUS	609908	09/04/25	OTHER EXPENSES	601-5023990	58.29	61.97
SHRED-IT USA LLC	609909	09/04/25	TRASH COLLECTION	1110-4350101	196.69	58.29
SIMPLIFILE	609910	09/04/25	RECORDING FEES	2200-4340600	350.75	196.69
BRIAN M SMITH	609911	09/04/25	REPAIR PARTS	1110-4237000	32.09	350.75
STERICYCLE INC	609913	09/04/25	OTHER PROFESSIONAL FEES	1180-4341999	161.64	32.09
STERICYCLE INC	609914	09/04/25	OTHER CONT SERVICES	1192-4350900	167.54	161.64
DRAKE STERLING	609915	09/04/25	EXTERNAL TRAINING TRAVEL	1110-4343002	240.00	167.54
TOMAS MEYERS	609916	09/04/25	OTHER EXPENSES	601-5023990	168.28	240.00
TRAVELERS	609917	09/04/25	GENERAL INSURANCE	1701-4347500	1,238.50	168.28
VAN AUDSALL & FERRAR FINA	609918	09/04/25	COPIER	1701-4353004	174.30	1,238.50
VERIZON	609919	09/04/25	CELLULAR PHONE FEES	1701-4344100	117.18	174.30
VERIZON	609920	09/04/25	OTHER EXPENSES	651-5023990	1,323.39	117.18
VERIZON	609921	09/04/25	CELLULAR PHONE FEES	1702-4344100	156.24	1,323.39
VERIZON	609922	09/04/25	OTHER EXPENSES	601-5023990	1,636.10	156.24
VIKI COE	609923	09/04/25	REFUNDS AWARDS & INDEMITY	1081-4358400	31.00	1,636.10

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PERSONIFY HEALTH	609924	09/04/25	WELLNESS PROGRAM	1201-4341980	7,205.00	31.00
PERSONIFY HEALTH	609924	09/04/25	WELLNESS PROGRAM	1201-4341980	5,195.00	
WAYSTAR INC	609926	09/04/25	SUBSCRIPTIONS	1120-4355200	582.93	12,400.00
WESSLER ENGINEERING, INC	609927	09/04/25	OTHER EXPENSES	601-5023990	480.00	582.93
WESSLER ENGINEERING, INC	609927	09/04/25	OTHER EXPENSES	612-5023990	3,696.10	
WESSLER ENGINEERING, INC	609927	09/04/25	OTHER EXPENSES	612-5023990	1,875.00	
WESSLER ENGINEERING, INC	609927	09/04/25	OTHER EXPENSES	609-5023990	1,151.25	
WESSLER ENGINEERING, INC	609927	09/04/25	OTHER EXPENSES	612-5023990	1,685.40	8,887.75
WEX BANK	609928	09/04/25	GASOLINE	1120-4231400	114.25	114.25
WEX BANK	609929	09/04/25	GASOLINE	1120-4231400	13.42	13.42
WEX BANK	609930	09/04/25	GASOLINE	1110-4231400	996.88	996.88
180 COUNSELING LLC	609931	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	140.00	
180 COUNSELING LLC	609931	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	140.00	280.00
A F C INTERNATIONAL INC	609932	09/04/25	HM DETECTOR PARTS	1120-4237000	8,354.56	
A F C INTERNATIONAL INC	609932	09/04/25	REPAIR PARTS	1120-4237000	102.27	
A F C INTERNATIONAL INC	609932	09/04/25	CO DETECTORS	107-5023990	118087	14,570.43
ACE-PAK PRODUCTS INC	609933	09/04/25	OTHER MAINT SUPPLIES	1120-4238900	881.82	23,027.26
ACE-PAK PRODUCTS INC	609933	09/04/25	CLEANING SUPPLIES	2201-4238900	118165	1,241.85
STONE MUNICIPAL GROUP	609934	09/04/25	OPEN CHECKBOOK REPORTING	1701-4340400	114254	2,123.67
STONE MUNICIPAL GROUP	609934	09/04/25	TIF ANALYSIS TOOL & SUPP	1501-R4340400	112620	1,500.00
ADVANCED TURF SOLUTIONS I	609935	09/04/25	SUPPLIES-DRAINAGE WORK	2201-4237001	118094	2,500.00
AL WARREN OIL CO INC	609936	09/04/25	GARAGE & MOTOR SUPPLIES	2201-4232100	215.00	4,000.00
AL WARREN OIL CO INC	609936	09/04/25	OIL	2201-4231500	975.70	
AL WARREN OIL CO INC	609936	09/04/25	OIL	2201-4231500	1,426.95	1,454.00
ALL TRAFFIC SOLUTIONS	609937	09/04/25	TRAFFIC TRAILER SOFTWARE	1110-4351502	118032	2,617.65
AMAZON CAPITAL SERVICES	609938	09/04/25	OFFICE SUPPLIES	2200-4230200	68.33	11,475.00
AMAZON CAPITAL SERVICES	609938	09/04/25	OTHER MISCELLANEOUS	2200-4239099	42.89	
AMAZON CAPITAL SERVICES	609938	09/04/25	OFFICE SUPPLIES	1207-4230200	97.61	
AMAZON CAPITAL SERVICES	609938	09/04/25	OTHER CONT SERVICES	1701-4350900	-17.95	
AMAZON CAPITAL SERVICES	609938	09/04/25	OTHER CONT SERVICES	1701-4350900	58.63	
AMAZON CAPITAL SERVICES	609938	09/04/25	OTHER CONT SERVICES	1701-4350900	779.00	1,028.51
AMERICAN HEART ASSOC INC	609939	09/04/25	INTERNAL TRAINING FEES	1120-4357001	431.25	
AMERICAN HEART ASSOC INC	609939	09/04/25	INTERNAL TRAINING FEES	1120-4357001	100.75	532.00
ARIN	609940	09/04/25	SUBSCRIPT SOFTWARE>1YR	1115-4355600	262.50	262.50
AMERICAN STRUCTURE POINT,	609941	09/04/25	KEYSTONE MSE WALL REPAIRS	2201-R4350900	111183	3,246.00
ANGEL OAK TREE CARE	609942	09/04/25	TREE STUMP REMOVAL	2201-4350400	115494	3,246.00
ANIMAL DERMATOLOGY GROUP	609943	09/04/25	ANIMAL SERVICES	1110-4357600		18,880.00
APPLIED CONCEPTS INC	609944	09/04/25	RADAR REPAIR & CERTIFICAT	1110-4350000	117991	452.54
					2,827.50	

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ASCENSION ST VINCENT PUBL	609945	09/04/25	MEDICAL EXAM FEES	1110-4340701	4,000.82	2,827.50
ASCENSION ST VINCENT PUBL	609945	09/04/25	FIREFIGHTER PHYSICALS	1120-R4340701	199.98	
ASCENSION ST VINCENT PUBL	609945	09/04/25	FIREFIGHTER PHYSICALS	1120-R4340701	488.36	
ASSOC OF INDIANA COUNTIES	609946	09/04/25	POSTAGE	1180-4342100	24.00	4,689.16
AUTOZONE INC	609947	09/04/25	REPAIR PARTS	1120-4237000	361.22	24.00
BATTERIES PLUS BULBS	609948	09/04/25	REPAIR PARTS	1120-4237000	64.95	361.22
BATTERIES PLUS BULBS	609948	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	9.95	
SEALMASTER INDIANAPOLIS	609949	09/04/25	SAFE-RIDE BIKE LANE PAINT	2201-4236400	15,190.06	74.90
SEALMASTER INDIANAPOLIS	609949	09/04/25	SAFE-RIDE BIKE LANE PAINT	2201-4353099	825.00	
BLUE 360 MEDIA, LLC	609950	09/04/25	LIBRARY REF MATERIALS	506-4469000	201.11	16,015.06
BOUND TREE MEDICAL LLC	609951	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	263.75	201.11
BOUND TREE MEDICAL LLC	609951	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	901.24	
PRO TEAM WELLNESS	609952	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	1,950.00	1,164.99
BRANDEIS MACHINERY & SUPP	609953	09/04/25	STUMP GRINDER RENTAL	2201-4353099	1,581.00	1,950.00
BRATEMAN'S INC.	609954	09/04/25	UNIFORMS	1110-4356001	352.95	1,581.00
BRATEMAN'S INC.	609954	09/04/25	UNIFORM ACCESSORIES	1110-4356002	138.00	
BRATEMAN'S INC.	609954	09/04/25	UNIFORMS	1110-4356001	898.98	
BRATEMAN'S INC.	609954	09/04/25	UNIFORM ACCESSORIES	1110-4356002	370.00	
CUSTOM SIGNS & GRAPHICS	609955	09/04/25	TRAFFIC SIGNS	2201-4239030	995.00	1,759.93
BOBCAT OF ANDERSON	609956	09/04/25	REPAIR PARTS	2201-4237000	288.38	995.00
BOBCAT OF ANDERSON	609956	09/04/25	REPAIR PARTS	2201-4237000	292.61	
BROOKE PEYTON	609957	09/04/25	OTHER EXPENSES	851-5023990	800.00	580.99
BROWN SPRINKLER CORP	609958	09/04/25	LEAKING PIPE REPLACE	1206-4350900	2,776.00	800.00
CC & T CONSTRUCTION INC	609959	09/04/25	QUOTES VARIOUS CROSSINGS	203-4462200	4,500.00	2,776.00
C. L. COONROD & COMPANY	609960	09/04/25	CONSULTING FEES	1701-4340400	10,708.40	4,500.00
CARMEL LOFTS LLC	609961	09/04/25	GARAGE MAINT	1206-4350900	13,966.44	10,708.40
CARMEL TROPHIES PLUS LLC	609962	09/04/25	OTHER CONT SERVICES	1120-4350900	86.40	13,966.44
CATBUN STUDIOS	609963	09/04/25	STATUE MAINTENANCE	2201-4350900	9,648.78	86.40
CITY WIDE MAINTENANCE	609964	09/04/25	CLEANING SERVICES	1207-4350600	40.00	9,648.78
CITY WIDE MAINTENANCE	609964	09/04/25	CLEANING SERVICES	1207-4350600	991.33	
CINTAS CORPORATION #18	609966	09/04/25	BUILDING MATERIAL	1207-4235000	928.89	1,031.33
CINTAS CORPORATION #18	609966	09/04/25	BUILDING MATERIAL	1207-4235000	398.99	
CINTAS CORPORATION #18	609966	09/04/25	UNIFORMS	1207-4356001	49.73	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	357.16	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	535.01	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	329.76	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	535.01	

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CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	357.16	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	673.96	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	357.16	
CINTAS CORPORATION #18	609966	09/04/25	UNIFORMS	1207-4356001	65.25	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	1110-4356501	156.54	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	1110-4356501	93.16	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	1110-4356501	93.16	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	1110-4356501	156.54	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	1110-4356501	164.33	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	1110-4356501	93.16	
CINTAS CORPORATION #18	609966	09/04/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	609966	09/04/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	609966	09/04/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	609966	09/04/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	609966	09/04/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	609966	09/04/25	OTHER CONT SERVICES	1206-4350900	95.08	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	535.01	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	357.16	
CINTAS CORPORATION #18	609966	09/04/25	LAUNDRY SERVICE	2201-4356501	535.01	
CINTAS FIRST AID & SAFETY	609967	09/04/25	OTHER CONT SERVICES	1701-4350900	93.78	7,247.55
CINTAS FIRST AID & SAFETY	609967	09/04/25	SAFETY SUPPLIES	1207-4239012	355.07	
						448.85
CINTAS UNIFORMS	609968	09/04/25	BUILDING REPAIRS & MAINT	2201-4350100	316.09	
CINTAS UNIFORMS	609968	09/04/25	BUILDING REPAIRS & MAINT	2201-4350100	150.48	
CINTAS UNIFORMS	609968	09/04/25	BUILDING REPAIRS & MAINT	2201-4350100	351.00	
CINTAS UNIFORMS	609968	09/04/25	BUILDING REPAIRS & MAINT	2201-4350100	117.00	
CINTAS UNIFORMS	609968	09/04/25	BUILDING REPAIRS & MAINT	2201-4350100	95.76	
CINTAS UNIFORMS	609968	09/04/25	BUILDING REPAIRS & MAINT	2201-4350100	74.98	
CINTAS UNIFORMS	609968	09/04/25	BUILDING REPAIRS & MAINT	2201-4350100	23.93	
						1,129.24
CLARK DIETZ, INC	609969	09/04/25	PROFESSIONAL SERVICES	2200-R4340100 113050	634.73	634.73
CROWN TROPHY	609970	09/04/25	PROMOTIONAL PRINTING	1110-4345002	30.00	30.00
OFFICE KEEPERS	609971	09/04/25	ADMIN CLEANING	1120-4350900 115366	2,393.00	2,393.00
DLH COUNSELING & CONSULTI	609972	09/04/25	MENTAL HEALTH	1110-R4340703 110418	300.00	300.00
DOGTEAMPRO INC	609973	09/04/25	SOFTWARE MAINT CONTRACTS	1110-4351502	1,199.00	1,199.00
DON HINDS FORD	609974	09/04/25	AUTO REPAIR & MAINTENANCE	1120-4351000	627.35	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1120-4237000	303.70	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1120-4237000	175.50	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1120-4237000	136.03	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1120-4237000	86.88	
DON HINDS FORD	609974	09/04/25	AUTO REPAIR & MAINTENANCE	1120-4351000	2,167.88	
DON HINDS FORD	609974	09/04/25	AUTO REPAIR & MAINTENANCE	1120-4351000	4,667.91	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1110-4237000	348.00	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1110-4237000	265.46	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1110-4237000	1,216.48	
DON HINDS FORD	609974	09/04/25	REPAIR PARTS	1110-4237000	233.24	
						10,228.43
DON'S AUTO TRIM	609975	09/04/25	AUTO REPAIR & MAINTENANCE	1120-4351000	345.00	345.00
EASTERN ENGINEERING SUPPL	609976	09/04/25	OTHER CONT SERVICES	1120-4350900	529.36	529.36
EBY FORD SALES INC	609977	09/04/25	2025 F150 RESPONDER	1110-R4465001 112958	47,221.00	47,221.00

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ECKART SUPPLY	609978	09/04/25	SMALL TOOLS & MINOR EQUIP	1115-4238000	93.14	93.14
EMERGENCY VEHICLES PLUS	609979	09/04/25	REPAIR PARTS	1120-4237000	28.15	28.15
ESTES AWS LLC	609980	09/04/25	UNDERSEAT LOCKER	1110-4467099	515.00	2,060.00
ESTES AWS LLC	609980	09/04/25	UNDERSEAT LOCKER	1110-4467099	1,545.00	17.75
FASTENAL COMPANY	609981	09/04/25	REPAIR PARTS	2201-4237000	17.75	550.00
FIRE & POLICE SELECTION,	609982	09/04/25	OTHER PROFESSIONAL FEES	1110-4341999	550.00	550.00
FLEETPRIDE	609983	09/04/25	GARAGE & MOTOR SUPPIES	2201-4232100	222.99	222.99
FRAME DESIGNS	609984	09/04/25	BUILDING REPAIRS & MAINT	1110-4350100	24.66	24.66
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
FRONT LINE COUNSELING INC	609985	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	
GALLS LLC	609986	09/04/25	RIOT BATON	1110-4356003	156.32	2,250.00
GARAGE DOORS OF INDIANAPO	609987	09/04/25	OTHER CONT SERVICES	2201-4350900	1,678.74	156.32
GARAGE DOORS OF INDIANAPO	609987	09/04/25	OTHER CONT SERVICES	2201-4350900	318.50	1,997.24
GENUINE PARTS COMPANY-IND	609988	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	22.88	
GENUINE PARTS COMPANY-IND	609988	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	35.80	
GENUINE PARTS COMPANY-IND	609988	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	-19.38	
GENUINE PARTS COMPANY-IND	609988	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	185.97	
GRAINGER	609989	09/04/25	REPAIR PARTS	2201-4237000	21.08	225.27
AWARDS FENCE & DECK	609990	09/04/25	STA 44 FENCE	1120-4350100	15,762.00	21.08
MIDWEST OUTDOOR SERVICES	609991	09/04/25	OTHER CONT SERVICES	1180-4350900	2,450.00	15,762.00
MIDWEST OUTDOOR SERVICES	609991	09/04/25	OTHER CONT SERVICES	1180-4350900	125.00	2,575.00
HENRY SCHEIN INC	609992	09/04/25	SAFETY SUPPLIES	1110-4239012	22.12	
HENRY SCHEIN INC	609992	09/04/25	SAFETY SUPPLIES	1110-4239012	56.72	
HENRY SCHEIN INC	609992	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	771.19	
HENRY SCHEIN INC	609992	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	1,058.28	1,908.31
HOOSIER FIRE EQUIPMENT IN	609993	09/04/25	SAFETY ACCESSORIES	1120-4356003	325.00	
HOOSIER FIRE EQUIPMENT IN	609993	09/04/25	SAFETY ACCESSORIES	1120-4356003	335.00	
HOOSIER FIRE EQUIPMENT IN	609993	09/04/25	SAFETY ACCESSORIES	1120-4356003	800.00	
HOOSIER FIRE EQUIPMENT IN	609993	09/04/25	REPAIR PARTS	1120-4237000	724.00	
HOOSIER FIRE EQUIPMENT IN	609993	09/04/25	CLEANING SERVICES	1120-4350600	430.00	

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MARK HULETT	609994	09/04/25	INTERNAL INSTRUCT FEES	1120-4357003	625.00	2,614.00
MARK HULETT	609994	09/04/25	INTERNAL INSTRUCT FEES	1120-4357003	625.00	
INDIANA GOLF CAR	609995	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	79.11	1,250.00
						79.11
INDIANA OXYGEN CO	609996	09/04/25	BOTTLED GAS	1120-4231100	153.92	
INDIANA OXYGEN CO	609996	09/04/25	BOTTLED GAS	1120-4231100	153.92	
INDIANA OXYGEN CO	609996	09/04/25	BOTTLED GAS	1120-4231100	160.94	
INDIANA OXYGEN CO	609996	09/04/25	BOTTLED GAS	1120-4231100	127.76	
INDIANA OXYGEN CO	609996	09/04/25	OTHER RENTAL & LEASES	2201-4353099	48.36	644.90
BEST ONE OF INDY	609997	09/04/25	TIRES & TUBES	2200-4232000	1,016.00	
BEST ONE OF INDY	609997	09/04/25	TIRES & TUBES	2200-4232000	-29.99	
						986.01
WILLIAM CHARLES CONSTRUCT	609998	09/04/25	23-04 PROJ	202-4350900	114247	150,981.53
WILLIAM CHARLES CONSTRUCT	609998	09/04/25	23-04 PROJ	202-R4350900	114247	124,422.30
						275,403.83
INSIGHT PUBLIC SECTOR, IN	609999	09/04/25	MICROSOFT AZURE OVERAGES	1115-4355600	115422	70.68
INSIGHT PUBLIC SECTOR, IN	609999	09/04/25	ADOBE CAPTIVATE FOR TEAMS	1115-4355600	118173	151.85
INSIGHT PUBLIC SECTOR, IN	609999	09/04/25	HPE ARUBA	1115-4463201	118130	453.19
INSIGHT PUBLIC SECTOR, IN	609999	09/04/25	HPE ARUBA	1115-4463201	118130	2,320.10
INSIGHT PUBLIC SECTOR, IN	609999	09/04/25	BLUE BEAM ONEAL VAN TREES	2200-4463202	118190	261.81
						3,257.63
BLUE EMBER TECHNOLOGIES L	610000	09/04/25	OTHER MAINT SUPPLIES	2201-4238900	49.75	49.75
IRVING MATERIALS INC	610001	09/04/25	GRAVEL	2201-4236000	392.74	
IRVING MATERIALS INC	610001	09/04/25	GRAVEL	2201-4236000	367.04	759.78
HOOK AND LADDER LANDSCAPI	610002	09/04/25	OTHER CONT SERVICES	1180-4350900	1,900.00	1,900.00
JACOB-DIETZ, INC	610003	09/04/25	BUILDING REPAIRS & MAINT	1120-4350100	1,325.30	
JACOB-DIETZ, INC	610003	09/04/25	BUILDING REPAIRS & MAINT	1120-4350100	350.00	
JACOB-DIETZ, INC	610003	09/04/25	BUILDING REPAIRS & MAINT	1115-4350100	325.00	2,000.30
JAMES H DREW CORPORATION	610004	09/04/25	STREET SIGNS	2201-4239031	116738	7,080.00
JOHN JONES CHRYSLER DODGE	610005	09/04/25	3 VEHICLES	1110-4465001	117963	42,944.50
JOHN JONES CHRYSLER DODGE	610005	09/04/25	3 VEHICLES	1110-4465001	117963	42,944.50
JOHN JONES CHRYSLER DODGE	610005	09/04/25	3 VEHICLES	1110-4465001	117963	47,057.50
						132,946.50
JULIE SETMEYER LLC	610006	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	1,650.00	1,650.00
KMG SUPPLY	610007	09/04/25	UNIFORMS	2201-4356003	118189	6,209.51
KMG SUPPLY	610007	09/04/25	UNIFORMS	2201-R4356001	113232	25,000.00
KMG SUPPLY	610007	09/04/25	UNIFORMS	2201-4356001	118189	12,404.49
						43,614.00
KELLEY CHEVY LLC	610008	09/04/25	15 PASSENGER VAN-TRAINING	102-4465001	117915	45,970.00
						45,970.00
KENNEY OUTDOOR SOLUTIONS	610009	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	57.02	
KENNEY OUTDOOR SOLUTIONS	610009	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	25.20	
						82.22
KPS COMMERICAL CONSTRUCTI	610010	09/04/25	INSTALL ROLLUP DOOR ADMIN	2201-4350100	118042	4,837.73
KPS COMMERICAL CONSTRUCTI	610010	09/04/25	24-STR-09 PROJECT	1206-R4350900	113075	2,462.78
KPS COMMERICAL CONSTRUCTI	610010	09/04/25	24-STR-09 PROJECT	1206-R4350900	113075	36,725.53
KPS COMMERICAL CONSTRUCTI	610010	09/04/25	24-STR-09 PROJECT	1206-4350900	116879	40,396.40
						84,422.44
LIONHEART CRITICAL POWER	610011	09/04/25	BUILDING REPAIRS & MAINT	1120-4350100	1,100.32	

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MACALLISTER MACHINERY CO	610012	09/04/25	OTHER RENTAL & LEASES	2201-4353099	964.40	1,100.32
MACO PRESS INC	610013	09/04/25	MHP FALL PREVENT PAMPHLET	1120-4345002	12,474.00	964.40
MACO PRESS INC	610013	09/04/25	FALL PREVENT RACK BROCIURE	1120-4345002 118010 118093	1,499.12	
NORTH STAR PSYCHOLOGICAL	610014	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	150.00	13,973.12
MAUCK INDUSTRIES	610015	09/04/25	OTHER CONT SERVICES	2201-4350900	400.00	150.00
MCKESSON MEDICAL-SURGICAL	610016	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	250.51	400.00
MCKESSON MEDICAL-SURGICAL	610016	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	100.82	
MCKESSON MEDICAL-SURGICAL	610016	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	252.96	
MCKESSON MEDICAL-SURGICAL	610016	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	180.89	785.18
MEDLINE INDUSTRIES, INC	610017	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	290.00	
MEDLINE INDUSTRIES, INC	610017	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	347.70	637.70
MENARDS - FISHERS	610018	09/04/25	3523	1120-4237000	28.56	
MENARDS - FISHERS	610018	09/04/25	3523	1120-4350100	299.98	
MENARDS - FISHERS	610018	09/04/25	4140	1120-4237000	15.43	343.97
MENARDS, INC	610019	09/04/25	15723	2201-4238900	121.88	
MENARDS, INC	610019	09/04/25	15743	2201-4238900	-121.88	
MENARDS, INC	610019	09/04/25	15748	2201-4238900	39.98	
MENARDS, INC	610019	09/04/25	15881	2201-4238900	319.92	
MENARDS, INC	610019	09/04/25	15844	2201-4236200	13.82	
MENARDS, INC	610019	09/04/25	15913	2201-4238900	25.98	
MENARDS, INC	610019	09/04/25	15914	2201-4238900	16.97	
MENARDS, INC	610019	09/04/25	15937	2201-4238900	599.98	1,016.65
MENARDS, INC	610020	09/04/25	16763	1115-4230200	64.49	
MENARDS, INC	610020	09/04/25	16270	1115-4238000	44.86	109.35
MENARDS, INC	610021	09/04/25	15796	1120-4237000	41.94	
MENARDS, INC	610021	09/04/25	16305	1120-4237000	111.78	
MENARDS, INC	610021	09/04/25	16264	1120-4237000	25.00	
MENARDS, INC	610021	09/04/25	16135	1120-4235000	16.14	
MENARDS, INC	610021	09/04/25	16152	1120-4237000	87.71	
MENARDS, INC	610021	09/04/25	15850	1120-4235000	87.84	
MENARDS, INC	610021	09/04/25	15850	1120-4237000	23.00	
MENARDS, INC	610021	09/04/25	15718	1120-4237000	35.96	
MENARDS, INC	610021	09/04/25	15718	1120-4235000	122.56	551.93
MENARDS, INC	610022	09/04/25	16742	1207-4237000	38.97	
MENARDS, INC	610022	09/04/25	16261	1207-4350000	252.75	291.72
MID STATE TRUCK EQUIP COR	610023	09/04/25	REPAIR PARTS	2201-4237000	131.32	131.32
MILESTONE CONTRACTORS, L	610024	09/04/25	BITUMINOUS MATERIALS	2201-4236300	160.08	
MILESTONE CONTRACTORS, L	610024	09/04/25	BITUMINOUS MATERIALS	2201-4236300	827.07	987.15
MOFAB INC.	610025	09/04/25	REPAIR PARTS	2201-4237000	103.63	103.63
NAPA AUTO PARTS INC	610026	09/04/25	REPAIR PARTS	1110-4237000	114.00	
NAPA AUTO PARTS INC	610026	09/04/25	REPAIR PARTS	1110-4237000	87.36	
NAPA AUTO PARTS INC	610026	09/04/25	GARAGE & MOTOR SUPPIES	1110-4232100	100.91	
NAPA AUTO PARTS INC	610026	09/04/25	REPAIR PARTS	1110-4237000	29.32	

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NAPA AUTO PARTS INC	610026	09/04/25	REPAIR PARTS	1110-4237000	19.64	
NAPA AUTO PARTS INC	610026	09/04/25	AUTO REPAIR & MAINTENANCE	2200-4351000	167.63	
						518.86
NASCO HEALTHCARE	610027	09/04/25	TRAINING MANIKIN	102-4467099 118133	2,143.55	
						2,143.55
NELSON & CO LLC	610028	09/04/25	OTHER EXPENSES	852-5023990	48.11	
						48.11
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	-226.05	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	1,201.84	
OFFICE DEPOT	610029	09/04/25	OFFICE SUPPLIES	1110-4230200	36.20	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	83.58	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	97.53	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	230.94	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	133.53	
OFFICE DEPOT	610029	09/04/25	OFFICE SUPPLIES	1110-4230200	113.18	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	811.37	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	260.29	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	72.54	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	317.63	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	58.00	
OFFICE DEPOT	610029	09/04/25	OTHER MAINT SUPPLIES	1110-4238900	65.79	
OFFICE DEPOT	610029	09/04/25	OFFICE SUPPLIES	1192-4230200	49.08	
						3,305.45
OFFICE H2O LLC	610030	09/04/25	OTHER MISCELLANEOUS	2200-4239099	55.00	
						55.00
OGLE DESIGN, INC	610031	09/04/25	SOFTWARE MAINT CONTRACTS	2200-4351502	135.00	
						135.00
OVERHEAD DOOR CO OF INDIA	610032	09/04/25	BUILDING REPAIRS & MAINT	1110-4350100	301.70	
OVERHEAD DOOR CO OF INDIA	610032	09/04/25	BUILDING REPAIRS & MAINT	1110-4350100	347.90	
						649.60
PAMELA WEISSMAN	610033	09/04/25	MENTAL HEALTH COUNSELING	1110-4340703	120.00	
						120.00
PEARSON FORD,INC	610034	09/04/25	TIRES & TUBES	2200-4232000	149.99	
PEARSON FORD,INC	610034	09/04/25	TIRES & TUBES	2200-4232000	149.99	
PEARSON FORD,INC	610034	09/04/25	TIRES & TUBES	2200-4232000	267.60	
						567.58
PENN CARE INC.	610035	09/04/25	EMS EQUIP	102-4467006	680.00	
PENN CARE INC.	610035	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	44.25	
PENN CARE INC.	610035	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	205.50	
PENN CARE INC.	610035	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	9.75	
PENN CARE INC.	610035	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	168.00	
PENN CARE INC.	610035	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	2,036.75	
						3,144.25
PRO WINDOW TINTING INC	610036	09/04/25	AUTO REPAIR & MAINTENANCE	1110-4351000	500.00	
						500.00
RAZE EYEWEAR LLC	610037	09/04/25	GOLF SOFTGOODS	1207-4356006	261.22	
						261.22
RED STITCH CREATIVE LLC	610038	09/04/25	UNIFORMS	1120-4356001	1,924.60	
RED STITCH CREATIVE LLC	610038	09/04/25	UNIFORMS	1120-4356001	255.20	
						2,179.80
REDLEE/SCS INC	610039	09/04/25	SOPHIA SQ RESTROOMS JANT	1206-4350100 114279	1,500.00	
REDLEE/SCS INC	610039	09/04/25	CIVIC SQ GARAGE MAINT	1206-4350100 114280	3,594.48	
						5,094.48
RELIANT ELECTRIC & SOLAR	610040	09/04/25	BUILDING REPAIRS & MAINT	1120-4350100	2,642.00	
RELIANT ELECTRIC & SOLAR	610040	09/04/25	BUILDING REPAIRS & MAINT	1115-4350100	593.62	
						3,235.62
REYNOLDS FARM EQUIPMENT	610041	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	190.75	
REYNOLDS FARM EQUIPMENT	610041	09/04/25	EQUIPMENT REPAIRS & MAINT	1207-4350000	515.14	

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RITZ SAFETY	610042	09/04/25	SAFETY SUPPLIES	1110-4239012	17.28	705.89
SAFELITE FULFILLMENT INC	610043	09/04/25	AUTO REPAIR & MAINTENANCE	1110-4351000	92.00	17.28
SCAT PEST CONTROL INC.	610044	09/04/25	OTHER CONT SERVICES	1120-4350900	255.00	92.00
SCAT PEST CONTROL INC.	610044	09/04/25	OTHER CONT SERVICES	1120-4350900	230.00	
SCAT PEST CONTROL INC.	610044	09/04/25	OTHER CONT SERVICES	1120-4350900	205.00	
SERVICE SANITATION INC	610045	09/04/25	OTHER CONT SERVICES	1120-4350900	1,200.00	690.00
SEXSON MECHANICAL CORP	610046	09/04/25	BUILDING REPAIRS & MAINT	1120-4350100	1,838.30	1,200.00
SEXSON MECHANICAL CORP	610046	09/04/25	BUILDING REPAIRS & MAINT	1120-4350100	394.00	
SEXSON MECHANICAL CORP	610046	09/04/25	BUILDING REPAIRS & MAINT	1110-4350100	614.00	
SEXSON MECHANICAL CORP	610046	09/04/25	GARAGE MAINT-CSD & RANGEL	2201-4350100	115378	1,389.00
SEXSON MECHANICAL CORP	610046	09/04/25	PREVENTATIVE MAINT	1110-4351501	116699	2,926.25
SHELBY GRAVEL INC	610047	09/04/25	CEMENT	2201-4236200	1,809.00	7,161.55
SHERWIN WILLIAMS INC	610048	09/04/25	PAINT	1120-4236400	293.80	1,809.00
SHERWIN WILLIAMS INC	610048	09/04/25	PAINT	1120-4236400	14.53	
SHERWIN WILLIAMS INC	610048	09/04/25	PAINT	1120-4236400	29.24	
SKENDER CONSTRUCTION OF I	610049	09/04/25	MAIN STREET RAB CONCRETE	202-4350900	117937	337.57
ROBERT L SMITH PHD	610050	09/04/25	MENTAL HEALTH COUNSELING	1120-4340703	160.00	119,773.00
SPENCER TRAILERS INC	610051	09/04/25	OTHER FEES & LICENSES	1110-4358300	1.00	160.00
SPENCER TRAILERS INC	610051	09/04/25	TRAILER	1110-4465001	116867	9,251.25
ASCENSION SPORTS PERFORMA	610052	09/04/25	TAP PROGRAM 2025	1120-4340799	115353	9,252.25
STOOPS FREIGHTLINER	610053	09/04/25	REPAIR PARTS	1120-4237000	55.41	9,000.00
STOOPS FREIGHTLINER	610053	09/04/25	REPAIR PARTS	1120-4237000	193.38	
SUNBELT RENTALS	610054	09/04/25	UTV RENTALS-CARMELFEST	1110-4353099	116758	248.79
SUNBELT RENTALS, INC.	610055	09/04/25	BOTTLED GAS	1120-4231100	34.99	298.00
T B A & OIL WAREHOUSE, IN	610056	09/04/25	REPAIR PARTS	1110-4237000	290.00	34.99
TELEFLEX LLC	610057	09/04/25	SPECIAL DEPT SUPPLIES	102-4239011	1,800.00	290.00
POSPAPER.COM	610058	09/04/25	E-TICKET PAPER	1110-4239011	118175	1,800.00
ARROWHEAD FORENSIC PRODUC	610059	09/04/25	LAB SUPPLIES	1110-4239011	118183	1,045.25
TOTAL TRUCK PARTS, INC.	610060	09/04/25	REPAIR PARTS	1120-4237000	333.98	2,738.41
TOUCH 'N GO COLLISION CEN	610061	09/04/25	VEHICLE REPAIRS-GOSSETT	1110-4351000	116513	333.98
TOUCH 'N GO COLLISION CEN	610061	09/04/25	AUTO REPAIR & MAINTENANCE	1110-4351000	2,365.00	
TOUCH 'N GO COLLISION CEN	610061	09/04/25	AUTO REPAIR & MAINTENANCE	1110-4351000	135.00	
TRUGREEN	610062	09/04/25	FERTILIZATION	1206-4350400	114332	1,475.50
TRUGREEN	610062	09/04/25	FERTILIZATION	2201-4350400	114337	3,975.50
TRUGREEN	610062	09/04/25	AERATION & FUNGIC IN ROW	2201-4350400	116755	230.00
MICHAEL GERALD TURK	610063	09/04/25	OTHER CONT SERVICES	1120-4350900	600.00	450.00
						2,188.00

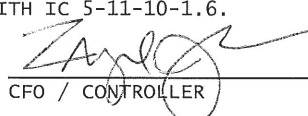
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ULINE	610064	09/04/25	SPECIAL DEPT SUPPLIES	1110-4239011	249.00	600.00
WEBB EFFECTS LLC	610065	09/04/25	AUTO REPAIR & MAINTENANCE	1120-4351000	425.00	249.00
WHITE'S ACE HARDWARE	610066	09/04/25	OFFICE SUPPLIES	1115-4230200	3.00	425.00
ZOLL MEDICAL CORP	610067	09/04/25	EMS EQUIP	102-4467006	1,642.50	3.00
ZOLL MEDICAL CORP	610067	09/04/25	EMS EQUIP	102-4467006	2,014.07	
ZOLL MEDICAL CORP	610067	09/04/25	EMS	102-4467006 118126	14,014.62	
ZOLL MEDICAL CORP	610067	09/04/25	EMS EQUIP	102-4467006 118058	6,502.96	
PHOENIX POOLS INC	609837	09/03/25	POOL PLASTERING 2025	103-4462000 61753	24,190.00	24,174.15
PHOENIX POOLS INC	609837	09/03/25	POOL PLASTERING 2025	103-4462000 61753	44,285.00	
RELIANT ELECTRIC & SOLAR	609839	09/03/25	POOL HOSE AC ELECTRIC	103-4462000 61769	3,140.00	68,475.00
HOLLINGSWORTH SAWMILL INC	609882	09/04/25	OTHER EXPENSES	204-5023990	17,807.28	3,140.00
HOLLINGSWORTH SAWMILL INC	609882	09/04/25	OTHER EXPENSES	204-5023990	13,914.32	
HOLLINGSWORTH SAWMILL INC	609882	09/04/25	OTHER EXPENSES	204-5023990	24,026.10	
HOLLINGSWORTH SAWMILL INC	609882	09/04/25	OTHER EXPENSES	204-5023990	27,316.41	83,064.11
MAUCK INDUSTRIES	609892	09/04/25	OTHER EXPENSES	204-5023990	66,375.00	
MENARDS, INC	609893	09/04/25	OTHER EXPENSES	204-5023990	21,359.18	66,375.00
ECHO ELECTRIC	609912	09/04/25	OTHER EXPENSES	204-5023990	8,435.60	21,359.18
ECHO ELECTRIC	609912	09/04/25	OTHER EXPENSES	204-5023990	14,960.58	
ECHO ELECTRIC	609912	09/04/25	OTHER EXPENSES	204-5023990	263.36	
ECHO ELECTRIC	609912	09/04/25	OTHER EXPENSES	204-5023990	6,022.58	
ECHO ELECTRIC	609912	09/04/25	OTHER EXPENSES	204-5023990	4,047.24	33,729.36
WAGLER METAL SALES	609925	09/04/25	OTHER EXPENSES	204-5023990	26,239.82	26,239.82
TOTAL HAND WRITTEN CHECKS						.00
TOTAL COMPUTER-WRITTEN CHECKS					2,160,558.88	
TOTAL WRITTEN CHECKS			2,160,558.88			

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 18 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF 2,160,558.88 DATED THIS _____ DAY OF _____, _____, PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF ____ AYES AND ____ NAYS.

SUNGARD PENTAMATION, INC.
DATE: 09/04/2025
TIME: 14:18:44

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
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COUNCIL PRESIDENT

_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

CITY CLERK

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

VENDOR	PAYMENT DATE	DEPT.	ACCOUNT	MERCHANT NAME	POSTING DATE	TRANSACTION AMOUNT
FIFTH THIRD	9/5/2025	1110	4343002	SOUTHWEST AIRLINES	07/11/2025	186.59
FIFTH THIRD	9/5/2025	1110	4343002	SOUTHWEST AIRLINES	07/11/2025	186.59
FIFTH THIRD	9/5/2025	1110	4343002	DELTA	07/11/2025	338.96
FIFTH THIRD	9/5/2025	1110	4357004	WP NRTCCA	07/11/2025	600.00
FIFTH THIRD	9/5/2025	1192	4355200	BICYCLING	07/11/2025	26.75
FIFTH THIRD	9/5/2025	1203	4359003	WM SUPERCENTER #1601	07/11/2025	31.20
FIFTH THIRD	9/5/2025	1203	4359003	WM SUPERCENTER #1601	07/11/2025	19.38
FIFTH THIRD	9/5/2025	852	5023990	ALAMO RENT-A-CAR	07/14/2025	255.45
FIFTH THIRD	9/5/2025	852	5023990	GAYLORD OPRYLAND	07/14/2025	1,080.75
FIFTH THIRD	9/5/2025	852	5023990	GAYLORD OPRYLAND	07/14/2025	1,080.75
FIFTH THIRD	9/5/2025	852	5023990	GAYLORD OPRYLAND	07/14/2025	1,167.35
FIFTH THIRD	9/5/2025	852	5023990	GAYLORD OPRYLAND	07/14/2025	1,080.75
FIFTH THIRD	9/5/2025	1120	4238000	WALMART.COM 8009256278	07/14/2025	148.73
FIFTH THIRD	9/5/2025	1192	4355200	BICYCLING	07/14/2025	26.75
FIFTH THIRD	9/5/2025	1203	4350900	CULLIGAN ULTRA PURE	07/14/2025	57.94
FIFTH THIRD	9/5/2025	1110	4357004	TACTICALENE	07/16/2025	1,250.00
FIFTH THIRD	9/5/2025	1110	4358300	IN PROFESSIONAL LICENS	07/16/2025	49.37
FIFTH THIRD	9/5/2025	1115	4342100	UPS BILLING CENTER	07/16/2025	5.75
FIFTH THIRD	9/5/2025	1201	4357001	ALL-ACCESS TRAININ	07/16/2025	349.00
FIFTH THIRD	9/5/2025	1110	4343002	OMNI HOTELS	07/17/2025	204.96
FIFTH THIRD	9/5/2025	1110	4357004	WICKLANDER-ZULAWSKI	07/17/2025	495.00
FIFTH THIRD	9/5/2025	1110	4343002	SOUTHWEST AIRLINES	07/17/2025	356.96
FIFTH THIRD	9/5/2025	1110	4357004	IACA	07/17/2025	675.00
FIFTH THIRD	9/5/2025	1115	4357004	GENETEC INC.	07/17/2025	1,076.40
FIFTH THIRD	9/5/2025	1120	4237000	MCINTIRE BRASS WORKS I	07/17/2025	519.57
FIFTH THIRD	9/5/2025	1110	4353099	PY STORAGE MAMART 0373	07/18/2025	428.00
FIFTH THIRD	9/5/2025	1115	4344200	SPECTRUM	07/18/2025	257.63
FIFTH THIRD	9/5/2025	1115	4355600	CLOUDFLARE	07/18/2025	5.00
FIFTH THIRD	9/5/2025	1120	4344000	SPECTRUM	07/18/2025	225.19
FIFTH THIRD	9/5/2025	852	5023990	CALIENTE MEXICAN GRILL	07/21/2025	750.00
FIFTH THIRD	9/5/2025	852	5023990	ALAMO TOLL	07/21/2025	32.90
FIFTH THIRD	9/5/2025	1115	4355200	GOOGLE YOUTUBE PREMIUM	07/21/2025	13.99
FIFTH THIRD	9/5/2025	1115	4231400	CIRCLE K # 02275	07/21/2025	16.50
FIFTH THIRD	9/5/2025	1160	4357004	MANAGER TOOLS, LLC	07/21/2025	28.99
FIFTH THIRD	9/5/2025	1160	4343003	GP001 - CAPITOL COMMON	07/21/2025	45.00
FIFTH THIRD	9/5/2025	1110	4357004	PRI MANAGEMENT GROUP	07/22/2025	279.00
FIFTH THIRD	9/5/2025	1110	4357004	PRI MANAGEMENT GROUP	07/22/2025	99.00
FIFTH THIRD	9/5/2025	1110	4358200	ARLO TECHNOLOGIES INC	07/22/2025	29.99
FIFTH THIRD	9/5/2025	1203	4359000	SISTER CITIES INTL	07/22/2025	40.00
FIFTH THIRD	9/5/2025	1203	4359000	SISTER CITIES INTL	07/22/2025	40.00
FIFTH THIRD	9/5/2025	902	4239099	KROGER #959	07/23/2025	5.99
FIFTH THIRD	9/5/2025	1160	4343003	UBER TRIP HELP.UBER.C	07/23/2025	72.43
FIFTH THIRD	9/5/2025	1160	4343003	UBER TRIP TRIP	07/23/2025	23.61
FIFTH THIRD	9/5/2025	1160	4343003	AA WIFI 1-888-649-6711	07/23/2025	20.00
FIFTH THIRD	9/5/2025	1160	4355200	SURVEYMONK T 46981539	07/23/2025	99.00
FIFTH THIRD	9/5/2025	1801	4355300	ACCELERATE INDIANA MUN	07/23/2025	125.00
FIFTH THIRD	9/5/2025	2200	4355300	INDIANA ASSOCIATION FO	07/23/2025	50.00
FIFTH THIRD	9/5/2025	2200	4343002	INDIANA ASSOCIATION FO	07/23/2025	310.00
FIFTH THIRD	9/5/2025	923	4359003	NECK NOSH	07/24/2025	640.00
FIFTH THIRD	9/5/2025	1110	4357004	PATC TRAINING	07/24/2025	(500.00)


City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

FIFTH THIRD	9/5/2025	1110	4357600	SP K9 BALLISTICS	07/24/2025	175.00
FIFTH THIRD	9/5/2025	1110	4357004	SQ INDIANA ASSOCIATIO	07/24/2025	200.00
FIFTH THIRD	9/5/2025	1160	4343003	UBER TRIP	07/24/2025	47.94
FIFTH THIRD	9/5/2025	1160	4343003	INDIANAPOLIS AIRPORT A	07/24/2025	46.00
FIFTH THIRD	9/5/2025	1160	4343003	AA WIFI 1-888-649-6711	07/24/2025	20.00
FIFTH THIRD	9/5/2025	1110	4343002	HOTEL-FWSB	07/25/2025	322.50
FIFTH THIRD	9/5/2025	1120	4357004	CVENT SPARTAN EMERGEN	07/25/2025	1,100.00
FIFTH THIRD	9/5/2025	1120	4357004	GASTON CC LINCOLN BUS	07/25/2025	485.00
FIFTH THIRD	9/5/2025	1160	4343003	SPRINGHILL SUITES	07/25/2025	249.42
FIFTH THIRD	9/5/2025	1160	4342100	USPS PO 1712760814	07/25/2025	124.40
FIFTH THIRD	9/5/2025	1110	4344100	RECONYX	07/28/2025	10.00
FIFTH THIRD	9/5/2025	1115	4355600	CLOUDFLARE	07/28/2025	7.50
FIFTH THIRD	9/5/2025	1115	4355600	CLOUDFLARE	07/28/2025	10.44
FIFTH THIRD	9/5/2025	1192	4355200	BICYCLING	07/28/2025	(26.75)
FIFTH THIRD	9/5/2025	1801	4355200	GANNETT MEDIA CO	07/28/2025	19.99
FIFTH THIRD	9/5/2025	2200	4355300	INDIANA ASSOCIATION FO	07/28/2025	50.00
FIFTH THIRD	9/5/2025	2200	4355300	INDIANA ASSOCIATION FO	07/28/2025	50.00
FIFTH THIRD	9/5/2025	2200	4343002	INDIANA ASSOCIATION FO	07/28/2025	310.00
FIFTH THIRD	9/5/2025	2200	4355300	INDIANA ASSOCIATION FO	07/28/2025	50.00
FIFTH THIRD	9/5/2025	2200	4343002	INDIANA ASSOCIATION FO	07/28/2025	310.00
FIFTH THIRD	9/5/2025	2200	4343002	SQ THE WHITE RIVER AL	07/28/2025	200.00
FIFTH THIRD	9/5/2025	2200	4343002	INDIANA ASSOCIATION FO	07/28/2025	310.00
FIFTH THIRD	9/5/2025	210	4357000	SQ INDIANA ASSOCIATIO	07/29/2025	200.00
FIFTH THIRD	9/5/2025	1110	4357004	INDIANA CHAPTER FBINAA	07/30/2025	250.00
FIFTH THIRD	9/5/2025	1110	4357004	DOLAN CONSULTING GROUP	07/30/2025	125.00
FIFTH THIRD	9/5/2025	1203	4359003	ARTSGARDEN / INDY ARTS	07/30/2025	150.00
FIFTH THIRD	9/5/2025	210	4357000	INDIANA CHAPTER FBINAA	07/31/2025	250.00
FIFTH THIRD	9/5/2025	923	4359003	STICKER MULE	07/31/2025	197.00
FIFTH THIRD	9/5/2025	1110	4357004	INDIANA CHAPTER FBINAA	07/31/2025	250.00
FIFTH THIRD	9/5/2025	1203	4359003	EVENTBRITE PRO SUB	07/31/2025	100.00
FIFTH THIRD	9/5/2025	210	4357000	JUSTICEACADEMYTRAINING	08/01/2025	224.00
FIFTH THIRD	9/5/2025	210	4357000	INDIANA CHAPTER FBINAA	08/01/2025	250.00
FIFTH THIRD	9/5/2025	210	4357000	INDIANA CHAPTER FBINAA	08/01/2025	250.00
FIFTH THIRD	9/5/2025	210	4357000	JUSTICEACADEMYTRAINING	08/01/2025	224.00
FIFTH THIRD	9/5/2025	102	4463300	GRAND APPLIANCE CORP	08/04/2025	1,341.00
FIFTH THIRD	9/5/2025	210	4357000	DOLAN CONSULTING GROUP	08/04/2025	995.00
FIFTH THIRD	9/5/2025	1110	4353099	PY SIGNATURE SELF ST	08/04/2025	314.00
FIFTH THIRD	9/5/2025	1160	4355200	NYTIMES	08/04/2025	25.00
FIFTH THIRD	9/5/2025	1801	4355200	NYTIMES	08/04/2025	20.00
FIFTH THIRD	9/5/2025	1110	4342100	UPS BILLING CENTER	08/05/2025	136.79
FIFTH THIRD	9/5/2025	1120	4343002	KY-IN RIVERLINK TOLL	08/05/2025	39.60
FIFTH THIRD	9/5/2025	1120	4357004	GASTON CC DALLAS BUS O	08/05/2025	485.00
FIFTH THIRD	9/5/2025	1160	4355200	D J WSJ	08/05/2025	38.99
FIFTH THIRD	9/5/2025	1801	4355200	IBJ ONLINE	08/05/2025	16.00
FIFTH THIRD	9/5/2025	210	4357000	DOLAN CONSULTING GROUP	08/06/2025	995.00
FIFTH THIRD	9/5/2025	852	5023990	JIMMY JOHNS - 379 - EC	08/06/2025	156.58
FIFTH THIRD	9/5/2025	1115	4355200	BUSINESS.APPLE.COM	08/06/2025	22.02
FIFTH THIRD	9/5/2025	1115	4230200	YUBICO INC.	08/06/2025	29.00
FIFTH THIRD	9/5/2025	1115	4355600	CLOUDFLARE	08/06/2025	10.11
FIFTH THIRD	9/5/2025	1115	4355600	CLOUDFLARE	08/06/2025	10.44
FIFTH THIRD	9/5/2025	1115	4355600	CLOUDFLARE	08/06/2025	11.84
FIFTH THIRD	9/5/2025	1120	4350900	KOORSEN FIRE AND SECUR	08/06/2025	199.80

City of Carmel
ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD

FIFTH THIRD	9/5/2025	1110	4358300	IN BMV CENTRAL OFFICE	08/08/2025	375.00
FIFTH THIRD	9/5/2025	1120	4237000	SP FIREHOSEDIRECT FRQ	08/08/2025	955.07
FIFTH THIRD	9/5/2025	210	4357000	DOLAN CONSULTING GROUP	08/11/2025	995.00
FIFTH THIRD	9/5/2025	1110	4343002	FAIRMONT HOTELS	08/11/2025	778.28
FIFTH THIRD	9/5/2025	1110	4343002	FAIRMONT HOTELS	08/11/2025	778.28
FIFTH THIRD	9/5/2025	1110	4358300	IN BMV CENTRAL OFFICE	08/11/2025	525.00
FIFTH THIRD	9/5/2025	1115	4355600	WEB BLUEHOST.COM	08/11/2025	71.88
FIFTH THIRD	9/5/2025	1120	4356003	THE HOME DEPOT #2037	08/11/2025	(159.96)
FIFTH THIRD	9/5/2025	1120	4356003	THE HOME DEPOT #2037	08/11/2025	559.86
FIFTH THIRD	9/5/2025	1120	4356003	THE HOME DEPOT #2037	08/11/2025	774.82
FIFTH THIRD	9/5/2025	1203	4350900	CULLIGAN ULTRA PURE	08/11/2025	48.95
						\$ 31,496.96

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 \$ 31,496.96 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

Monthly Report of Electronic Transfers

For the Month/Year of: August 31, 2025

<u>Date</u>	<u>Recipient</u>	<u>Amount</u>	<u>Fund</u>	<u>Account</u>	<u>Description</u>
08/04/25	861 N Rangeline	\$ 15,000.00	201/2201	4353099	Rent
08/04/25	Anthem Insurance Companies	\$ 294,249.69	301	5023990	Health Insurance
08/04/25	Marathon Health LLC	\$ 96,547.00	301	5023990	Health Insurance
08/04/25	Sedwick Claims Mgmt Services Inc.	\$ 9,919.53	302	5023990	Workman's Comp
08/05/25	Ford Motor Credit	\$ 851.56	101	4352600	Mayor's Vehicle Lease
08/08/25	Hamilton County Treasurer	\$ 6,463.10	101	5023990	Court Costs
08/11/25	Anthem Insurance Companies	\$ 373,238.93	301	5023990	Health Insurance
08/11/25	Bank of New York Mellon	\$ 116,500.00	651	5023990	Utility Bond Payment
08/13/25	Allied Receivables Funding Inc	\$ 460,555.53	601	5023990	Utilitiy Payment
08/15/25	UNUM	\$ 10,304.36	301	5023990	Life Insurance
08/15/25	UNUM	\$ 13,038.16	301	5023990	Life Insurance
08/15/25	UNUM	\$ 14,298.56	301	5023990	Life Insurance
08/18/25	Anthem Insurance Companies	\$ 344,010.68	301	5023990	Health Insurance
08/18/25	Sedwick Claims Mgmt Services Inc.	\$ 4,910.00	302	5023990	Workman's Comp
08/18/25	Symetra Life Insurance	\$ 239,838.42	301	5023990	Health Insurance
08/21/25	VSP Insurance	\$ 11,518.85	301	5023990	Health Insurance
08/25/25	Ace Your Events	\$ 2,407.91	1203	4359003	Event Planning
08/25/25	Anthem Insurance Companies	\$ 383,419.60	301	5023990	Health Insurance
08/26/25	Ford Motor Credit	\$ 851.56	101	4352600	Mayor's Vehicle Lease
08/29/25	Anthem Insurance Companies	\$ 285,418.00	301	5023990	Health Insurance
		\$ 2,683,341.44			

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 \$ 2,683,341.44 are in compliance with Section 2-12 of the Carmel City Code.

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

Council President



STRATEGIC HIGHLIGHTS

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

FINANCIAL SNAPSHOT

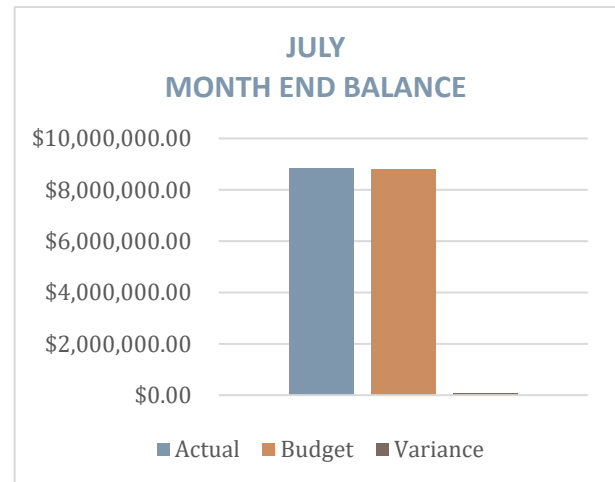
July Beginning Balance	\$	8,741,435
July Revenues	\$	192,616
July Transfers	\$	75,575
July Expenditures	\$	155,222
July ending Balance Without Reserve Funds	\$	8,854,404
Supplemental Reserve Fund	\$	5,697,517
City Center Bond Reserve	\$	522,758
Midtown Bond Reserve	\$	1,146,259
Midtown West Bond Reserve	\$	929,878
Urban Parks Fund	\$	3,827,615
July Balance With Reserve Funds	\$	20,978,433

FINANCIAL STATEMENT

Financial Statement

JULY MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 8,854,404
Ending Balance with Restricted Funds	\$ 20,978,433



SUMMARY OF CASH

For the Month Ending July 2025

DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
Cash Balance 7/1/25			
1101 Cash	\$ 6,352,248.51	\$ 6,352,248.51	\$ -
1110 TIF	\$ 2,389,186.22	\$ 2,389,186.22	\$ -
Total Cash	\$ 8,741,434.73	\$ 8,741,434.73	\$ -
Receipts			
1101 Cash	\$ 192,616.48	\$ 166,615.57	\$ 26,000.91
1110 TIF	\$ -	\$ -	\$ -
Developer Payments	\$ -	\$ -	\$ -
Transfers to Reserves (TIF)	\$ 122,156.65	\$ 122,156.65	\$ -
Transfers to Reserves (non-TIF)	\$ (46,581.26)	\$ (46,581.26)	\$ -
Transfer to SRF	\$ -	\$ -	\$ -
Total Receipts	\$ 268,191.87	\$ 242,190.96	\$ 26,000.91
Disbursements			
1101 Cash	\$ 33,065.59	\$ 70,960.26	\$ 37,894.67
1110 TIF	\$ 122,156.65	\$ 122,156.65	\$ -
Total Disbursements	\$ 155,222.24	\$ 193,116.91	\$ 37,894.67
1101 Cash	\$ 6,465,218.14	\$ 6,401,322.56	\$ 63,895.58
1110 TIF	\$ 2,389,186.22	\$ 2,389,186.22	\$ -
Cash Balance 7/31/25	\$ 8,854,404.36	\$ 8,790,508.78	\$ 63,895.58
Total Usable Funds	\$ 8,854,404.36	\$ 8,790,508.78	\$ 63,895.58

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end July 2025

RESTRICTED FUNDS

Supplemental Reserve Fund	\$ 5,697,517
City Center Bond Reserve	\$ 522,758
Midtown Bond Reserve	\$ 1,146,259
Midtown West Bond Reserve	\$ 929,878
Urban Parks Fund	\$ 3,827,615
Sub-total:	\$ 12,124,028

UNRESTRICTED FUNDS

TIF	\$ 2,389,186
Non TIF	\$ 6,465,218
Sub-total:	\$ 8,854,404
Total Funds	\$ 20,978,433

OUTSTANDING RECEIVABLES

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

STATEMENT OF CHANGES IN EQUITY

MONTH END: JULY 2025

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	\$ 122,157	
Total Receipts (Non-TIF)	\$ 146,035	
Expenditures (TIF)		\$ 122,157
Expenditures (Non-TIF)		\$ 33,066

FINANCIAL UPDATE

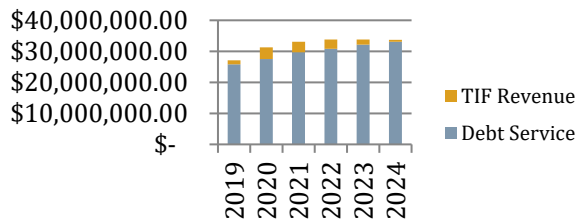
Financial Update

TIF REVENUE AND DEBT

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

DEBT PAYMENTS

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



PROJECT UPDATES

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

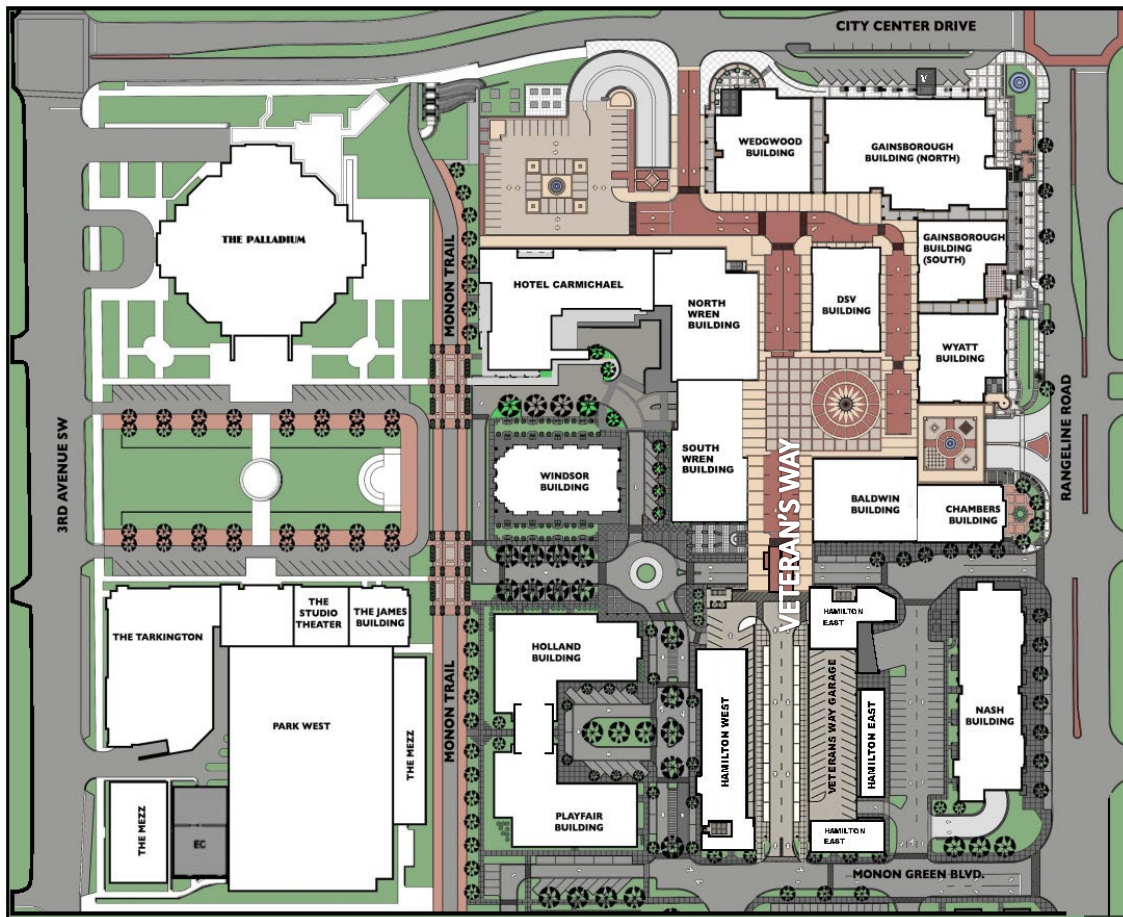


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

PROJECT UPDATES

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

CRC Contract Amounts:

City Center Bond: \$ 16,214,875.00

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

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

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

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

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

PROJECT UPDATES

Kent	<p>A three-story building, of approximately 111,000 square feet of luxury apartments.</p> <p>Site drawings were approved by the CRC Architectural Committee.</p>	<p>Start: Summer 2018</p> <p>Complete: June 2021</p>	<p>Site Construction – Start: Spring 2018 Site Work Awarded – Spring 2018 Building Construction – Start: Summer 2018 Building Complete June 2021 - Pool and Site work is still under construction</p> 
Hamilton (Park East commercial/residential buildings)	<p>Hamilton East: 5 ground floor residential two-story townhomes; 7,954 SF of ground floor commercial space Hamilton West: 13,992 SF of ground floor commercial space</p>	<p>Start: Summer 2018</p>	<p>Hamilton East - Construction commenced: Summer 2018, completed Summer 2019 Hamilton West – Construction commenced: Summer 2020, currently under construction</p>
Playfair and Holland	<p>A five-story building, of approximately 178,000 square feet, which will include 112 luxury apartments and commercial retail/office space.</p>	<p>Start: September 2019</p> <p>Complete: Spring 2022</p> <p>Approx. 112 Apartments</p>	
Windsor	<p>A four-story building, of approximately 64,000 square feet.</p>	<p>Start: Summer 2022</p> <p>Complete: May/June 2024</p>	<p>August 2025</p> 

PROJECT UPDATES

Wren

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

Start:
Summer
2020

Complete:
June 2024

August 2025



Currently under construction

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

2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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3) CRC Commitments

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

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

PROJECT UPDATES



PROSCENIUM

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

Total project budget: \$60,000,000

- 4) Anticipated Project Schedule

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

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

ACTION ITEM	CITY COUNCIL	CRC
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- 7) CRC Commitments

No commitments by the CRC have been made.

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

PROJECT UPDATES

Rendering



September 2022



CIVIC SQUARE GARAGE

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

Construction Start	January 2022
Construction End	Opened Summer 2022

- 6) Construction Milestones: Garage is now open for public use.
- 7) CRC Commitments

The CRC will be involved with development and construction of the parking garage

- 8) Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

March 2023



PROJECT UPDATES

Rendering



August 2025



CIVIC SQUARE CONDOMINIUMS

- 1) Developer Partner(s): Birkla Investment Group
- 2) Economic Development Area: Firehouse East
 - a) Project Summary: Condominiums
 - i. 25 for-sale condos
- 4) Total project budget: \$10,000,000
- 5) Anticipated Project Schedule

Construction Start	March 2025
Construction End	Anticipated Q3 2026

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

CRC contributed land for this project.
- 8) Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES



Rendering



August 2025

MAGNOLIA

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

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

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

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES



Rendering



August 2025

HAMILTON CROSSING

- 1) Developer Partner(s): Kite Reality Group and Pure Development, Inc.
- 2) Economic Development Area: Amended 126th Street
- 3) Project Summary: New home of Republic Airways. 105,000 square-foot training facility with 20 classrooms, 94 workstations, two cabin trainers, and eight flight simulators. The hotel adjacent to the training center will be expanded to 274 rooms. 600 jobs brought/created with Republic alone.
- 4) Total project budget: \$200,000,000 investment for Phase 1 and II

5) Anticipated Project Schedule

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

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

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

9) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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PROJECT UPDATES

Rendering



August 2025



PROSCENIUM II

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

4) Anticipated Project Schedule

Design Start	2021
Construction Start	2022
Construction Complete	Estimated August 2024

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

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

7) CRC Commitments

No commitments by the CRC have been made.

PROJECT UPDATES

Rendering



August 2025



AT&T SITE

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

4) Anticipated Project Schedule

Design Start	2022
Construction Start	2024
Construction Complete	December 2025

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

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

7) CRC Commitments

No commitments by the CRC have been made.

PROJECT UPDATES

Rendering



August 2025



ARDALAN PLAZA

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

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

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

ACTION ITEM	CITY COUNCIL	CRC
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- 5) CRC Commitments

No commitments by the CRC have been made.

PROJECT UPDATES

Rendering



August 2025



MONON SQUARE NORTH

- 1) Developer Partner(s): Stirsman Property Group and J.C. Hart Company
- 2) Economic Development Area: Monon Square North
 - a. Project Summary: Mixed-use development
 - i. NW quadrant (\$70M)
 1. Approx. 21,000 SF of office/retail space
 2. 249 multi-family units
 3. 390 parking spaces
 - ii. NE quadrant (\$30M)
 1. Retail/restaurant space
 2. 122 multi-family units; at least 10 for-sale condos
 3. 79 parking spaces
 - iii. Approx. Total project budget: \$100,000,000

3) Anticipated Project Schedule

Design Start	Q3 2022
Construction Start	January 2025
Construction Complete	Estimated 18-24 month completion

4) Construction Milestones: Construction is underway.

- a. Council and/or CRC Action Items

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

5) CRC Commitments

No commitments by the CRC have been made.

PROJECT UPDATES



ICON ON MAIN

- 1) Developer Partner(s): Edward Rose and Sons
- 2) Economic Development Area: ERS Old Meridian and Main
 - a. Project Summary: Mixed-use development
 - i. Approx. 9,720 SF of office/commercial space
 - ii. 22 for-sale residential units; 266 luxury apartments
 - iii. 581 parking spaces
 - iv. Approx. Total project budget: \$75,400,000

3) Anticipated Project Schedule

Design Start	Q4 2024
Construction Start	Mid-2024
Construction Complete	Q3 2026

4) Construction Milestones: Construction is underway.

- a. Council and/or CRC Action Items

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

5) CRC Commitments

No commitments by the CRC have been made.

PROJECT UPDATES

Respectfully submitted,



Henry Mestetsky

Executive Director

Carmel Redevelopment Commission/Department

September 5, 2025

Prepared for City Council and the Redevelopment Commission

-End Report-

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

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

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

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

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

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

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

Section 2. The following subsections of Carmel City Code Section 8-37(a) are hereby amended and added, and shall read as follows:

“§ 8-37 Fifteen-Minute Loading Zones.

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

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

(3) Reserved for future use.

...
(5) Reserved for future use.

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

...
(16) Reserved for future use.”

[the remainder of this page is left intentionally blank]

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

“§ 8-47 No Parking Areas.

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

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

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

“§ 8-48 Limited Parking Areas.

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

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

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

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

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

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

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

...
(44) Reserved for future use.

(45) Reserved for future use.

(46) Reserved for future use.

(47) Reserved for future use.

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

(49) Reserved for future use.

(50) Reserved for future use.

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

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

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

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

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

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

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

[the remainder of this page is left intentionally blank]

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

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Ryan Locke

Anita Joshi

ATTEST:

Jacob Quinn, Clerk

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

Jacob Quinn, Clerk

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

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

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.

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>
-------------	---------------------------	------------------------------	--------------------------------	-----------------------------------	--------------------------------------

(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

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]*

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

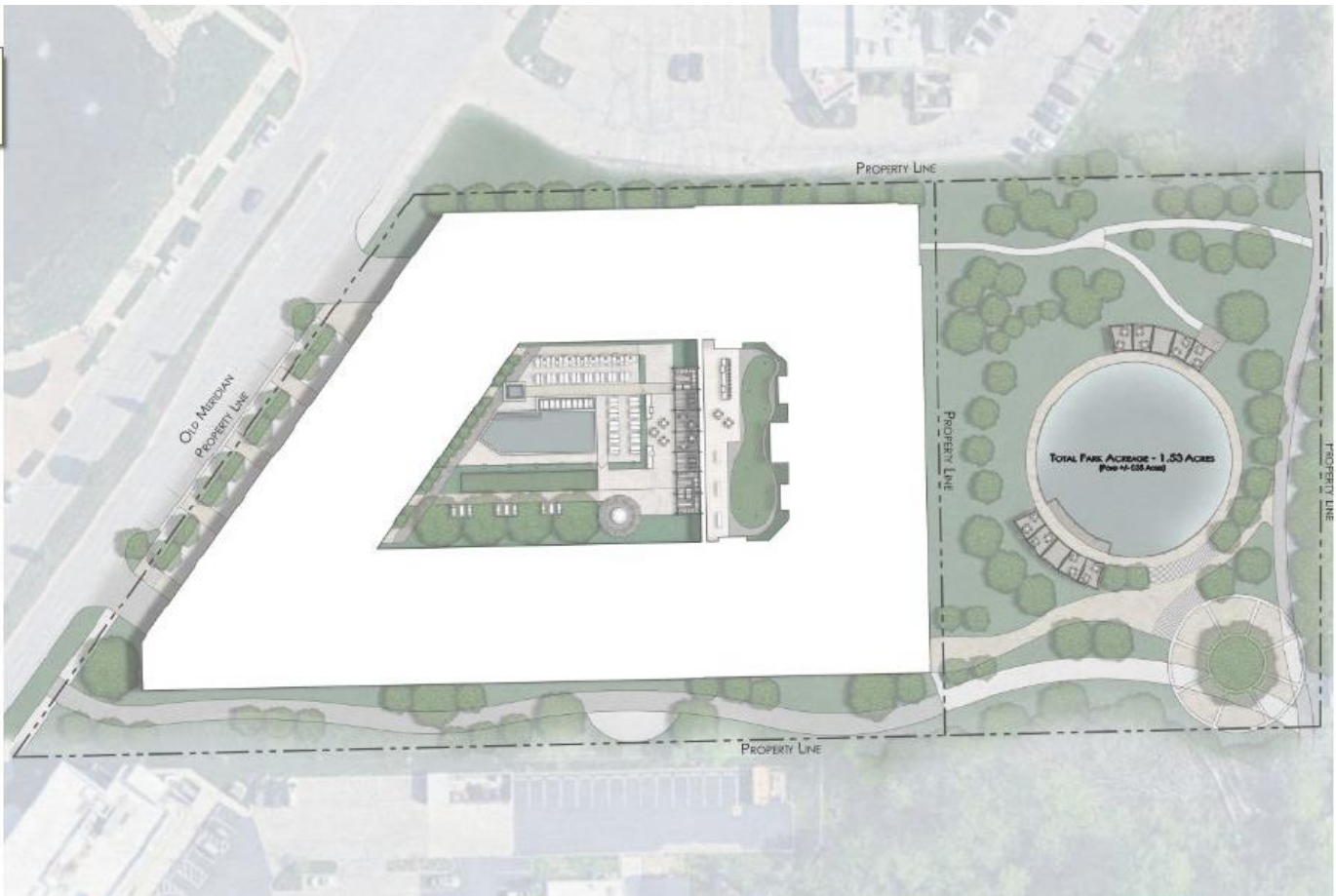
ATTEST:

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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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

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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

203 Ordinance D-2779-25

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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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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

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.

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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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.

Ordinance D-2779-25

Page 8 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.

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.

Ordinance D-2779-25

Page 9 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.

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.

Ordinance D-2779-25

Page 10 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.

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

Ordinance D-2779-25

Page 11 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.

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

Ordinance D-2779-25

Page 12 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.

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.

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

COMMON COUNCIL 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-2779-25

Page 14 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.

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.
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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.

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

COMMON COUNCIL 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.

ORDINANCE NO. D-2783-25

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AUTHORIZING AND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS
FROM THE CITY LAW ENFORCEMENT AID FUND #910**

Synopsis: This ordinance appropriates funds to cover costs within the City Law Enforcement Aid Fund #910.

WHEREAS, the Carmel Police Department has received forfeiture funding under Indiana § 34-24-1-4(d)(3)(D) within the City Law Enforcement Aid Fund #910; and

WHEREAS, funds in the amount of Ninety-Four Thousand Three Hundred Seventy-Four Dollars (\$94,374.00) must be appropriated to cover operational expenses; and

WHEREAS, the City Law Enforcement Aid Fund #910 has excess funds in the amount of Ninety-Four Thousand Three Hundred Seventy-Four Dollars (\$94,374.00).

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that the following additional sum of money is hereby appropriated out of the City Law Enforcement Aid Fund #910 for the purposes specified herein, subject to applicable laws, as follow:

\$94,374.00 from the City Law Enforcement Aid Fund #910

To

**City Law Enforcement Aid Fund #910 Budget Line Item 4467099 – Other Equipment –
\$94,374.00**

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

[remainder of page intentionally left 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

MEMORANDUM



Date: September 4, 2025
To: Carmel City Council
From: Adrienne Keeling
Re: **Ordinance Z-701-25**
UDO Article 1 Amendments

Forwarded with a favorable recommendation from Carmel Plan Commission:

Ordinance Z-701-25 (Docket No. PZ-2025-00161 OA: Article 1 UDO Amendment)

The applicant seeks to amend the UDO pursuant to City Council Resolution CC-07-07-25-02, which directs the Plan Commission to consider amendments to Article 1 to revise UDO foundations and general provisions to standardize, simplify, and better define certain requirements contained therein. Filed by the Department of Community Services on behalf of the Carmel City Council.

Background:

The Carmel City Council unanimously passed Resolution [CC-07-02-25-02](#) on July 7, 2025. Ordinance Z-701-25 marks the return of this item to the Council from the Plan Commission and is the final step in the adoption process.

Minor Revision by the Plan Commission:

A minor revision was made by the Plan Commission to correct **Section 1.06: Jurisdiction**. Since the entirety of Clay Township is now incorporated into the City of Carmel, references are no longer needed to IC-36-7-4-205 regarding extraterritorial jurisdiction or to the previous joinder agreement. The revision is highlighted on **Page 2, Lines 91-93** of the attached redline draft.

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

1. Plan Commission Certification (expires November 17, 2025)
2. Proposed Ordinance Z-701-25

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

**ORDINANCE
Z-701-25**

Article 1 UDO Amendment

**To: The Honorable Common Council
Of the City of Carmel
Hamilton County, Indiana**

Dear Members:

The Carmel Plan Commission offers you the following report on the application **Docket No. PZ-2025-00161 OA: Article 1 UDO Amendment** – which seeks to amend Unified Development Ordinance Article 1 to revise UDO foundations and general provisions to standardize, simplify, and better define certain requirements contained therein. Filed by the Department of Community Services on behalf of the Carmel City Council.

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

At its scheduled meeting on August 19th, 2025, the Carmel Plan Commission voted Nine (9) in Favor, Zero (0) Opposed, to forward to the Common Council the proposed **Ordinance No. Z-701-25** with a **"Favorable Recommendation"**.

Please be advised that by virtue of the Plan Commission's **Favorable** Recommendation, pursuant to IC 36-7-4-607(e), the Council has ninety (90) days to act on this petition before it becomes effective as Certified by the Commission. Ninety days from the date of the Certification is November 17th, 2025.

CARMEL PLAN COMMISSION

BY:


Christine Zoccola President

ATTEST:



Bric Butler, Secretary
Carmel Plan Commission
Dated: August 25th, 2025

CARMEL CITY CLERK
AUG 25 2025
TIME: 9:15 am

ORDINANCE Z-701-25

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

Synopsis: an Ordinance amending UDO Article 1 relating to Unified Development Ordinance foundations and general provisions.

WHEREAS, pursuant to Ind. Code 36-7-4-602 the Common Council is authorized to amend the text of the Unified Development Ordinance (the “UDO”); and

WHEREAS, the Common Council desires to amend the text of Article 1 relating to UDO foundations and general provisions to standardize, simplify, and better define certain requirements contained therein; and

WHEREAS, pursuant to Common Council Resolution CC 07-02-25-02, the City’s Plan Commission (the “Commission”) received the Common Council’s proposal to consider and provide a recommendation to the Common Council regarding the Proposed Amendment, and

WHEREAS, pursuant to Ind. Code 36-7-4-604, the Commission held a public hearing regarding the Proposed Amendment as Docket No. PZ-2025-00161 OA on August 19, 2025, after providing public notice thereof as required by law.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that, pursuant to IC 36-7-4-600 et seq. and after Docket No. PZ-2025-00161 OA having received a favorable recommendation from the Commission on Tuesday, August 19, 2025, it hereby adopts this Ordinance to amend Article 1 of the UDO, to read as follows:

Section I: The foregoing recitals are incorporated herein by this reference.

Section II: *Amends and Replaces the following sections of the UDO Article 1 as follows:*

1.01 Title

This ordinance shall be formally known as the “Carmel Unified Development Ordinance,” and may be cited and referred to as “**this Ordinance**,” “Zoning Ordinance,” “Subdivision Control Ordinance,” or “Unified Development Ordinance.”

1.02 Unified Development Ordinance

The City of Carmel’s Zoning Ordinance and Subdivision Control Ordinance have been combined into one ordinance for the purpose of maintaining consistency, shortening the overall length of the two (2) documents, and to improve user-friendliness for the end users. Article 1, 7, 8, 9, 10, and 11 are shared by both the Zoning Ordinance and Subdivision Control Ordinance. Articles 2, 3, 4, and 5 are exclusively Zoning Ordinance components. Article 6 is exclusively a Subdivision Control Ordinance component.

1.03 Define Words

Words used in a special sense in the Unified Development Ordinance are defined in *Article 11: Definitions*.

1.04 Purpose and Intent

This Unified Development Ordinance is intended to guide the growth and development of the City in accordance with the laws of the State of Indiana, local ordinances and regulations and the Carmel Comprehensive Plan, and for the following purposes:

- A. Basic Rights: To secure adequate light, air, convenience of access and safety from fire, flood and other dangers, which may include providing adequate open spaces for light, air, and outdoor uses.
- B. General Welfare: To promote the public health, safety, morals, comfort, convenience, and general welfare.
- C. Development and Growth: To promote orderly, responsible, and beneficial development and growth of the areas within the planning jurisdiction in accordance with the City's land use policy.
- D. Quality Divisions of Land: To establish: the proper arrangement and design of streets and pedestrian facilities; adequate open space; necessary provision for public utilities and other public facilities; non-monotonous development; low impact development; and other requirements that will promote conditions favorable to health, convenience, and prosperity of the citizens.
- E. Character: To protect the character and stability of residential, institutional, commercial, industrial, historical, and natural areas.
- F. Circulation and Safety: To minimize or avoid congestion on public streets, sidewalks, multi-use paths, and trails; and to ensure safe, convenient, and efficient vehicular, bicycle, and pedestrian circulation.
- G. Compatibility: To bring about compatibility between different land uses and to protect the scale and character of existing development from the encroachment of incompatible uses or intensity.
- H. Intensity: To regulate and limit the use of buildings, structures, and land when deemed necessary for compatibility, infrastructure capacity, and compliance with the Carmel Comprehensive Plan.
- I. Public Service: To define the powers and duties of administrative officials and bodies, and to establish procedures for the implementation and enforcement of the Unified Development Ordinance.
- J. Compliance: To require ongoing compliance with the regulations and punitive recourse for noncompliance regarding the provisions of the Unified Development Ordinance.
- K. Environmental Integrity: To preserve and enhance the scenic beauty, aesthetics, and environmental integrity of the City planning jurisdiction.

1.05 Authority

This Unified Development Ordinance is adopted by the City of Carmel pursuant to its authority under the laws of the State of Indiana, IC 36-7-4 et seq. Whenever any provision of the Unified Development Ordinance refers to or cites a section of the Indiana Code and that section is later amended or superseded, this Ordinance shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

1.06 Jurisdiction

Unless specifically indicated by superseding jurisdiction, this City of Carmel Unified Development Ordinance applies to all incorporated land within the City of Carmel per IC 36-7-4-205, and all lands within Clay Township per the joinder agreement filed with the County Recorder of Hamilton County.

1.07 Compliance

- A. Zoning Regulations: Except as hereinafter provided, no structure shall be placed, erected, constructed, reconstructed, moved, structurally altered, converted, enlarged, or used; nor shall any land be used; nor shall any existing use be changed or expanded except when in full compliance with all provisions of ~~the Unified Development~~ **this** Ordinance and the permits and approvals required ~~herein by the Unified Development Ordinance~~ have lawfully been issued. Compliance ~~shall~~ also includes ~~instances where that have a variance~~ **has** been legally granted ~~a variance~~ by the Board of Zoning Appeals. Land uses and structures that do not comply with the Unified Development Ordinance, may be grandfathered (i.e. a legal nonconformance) if they were legally established under ~~previous subsequent~~ zoning ordinance or subdivision control ordinances. For information regarding legal nonconformance, See *Article 8: Nonconformance*.
- B. Subdivision Control Regulations: No subdivision of land, merging of parcels, shifting of a lot line, replat, amendments to a plat, conversion of common area, modification to a written commitment or condition imposed by the Plan Commission during the platting process, or any other alteration to a platted lot or subdivision shall be permitted except when in full compliance with all applicable provisions of the Unified Development Ordinance **and IC 36-7-4-700 Series**. Compliance shall include instances ~~where Plan Commission that have been~~ legally granted a waiver ~~by the Plan Commission~~. Further, no final action shall be complete until all required signatures have been entered in writing and applicable recordings have been completed. See *Article 9, Section 9.10: Subdivision, Minor – Plat, Article 9, Section 9.11: Subdivision, Major – Primary Plat, and Article 9, Section 9.13: Subdivision, Administrative* for the applicable processes.
- C. Compliance With Current Standards: All Improvements and installations required by the ~~this Unified Development~~ Ordinance shall be in accordance with current standards of the City of Carmel.
- D. Effect on PUD: Structures **and Improvements** within an approved Planned Unit Development (PUD) shall ~~continue to~~ follow the **development** requirements **contained in** ~~of~~ the approved PUD Ordinance, **unless PUD Ordinance is silent on a particular matter, then this Ordinance shall control.**
- E. Transportation Thoroughfare Plan: In addition to meeting requirements of Americans with Disabilities Act (ADA), all projects, ~~and~~ Improvements, or authorizations ~~under the planning jurisdiction~~ that adjoin, include, are served by or affect existing streets bearing a designation in the ~~Transportation Comprehensive~~ Plan shall conform to the requirements of the ~~Transportation~~ Thoroughfare Plan **map, Street Typologies, Streetscape Facilities, Mobility and Pedestrian Plan Sections** of the Comprehensive Plan **(collectively “Thoroughfare Plan”)** in regard to:
1. **The design and minimum development standards for** ~~dedication of public~~ Rights-of-Way **including any required dedications of public Right-of-Way;**
 2. Design and construction of the improvements indicated by the ~~Transportation~~ Thoroughfare Plan across the roadway frontage of the project;
 3. **Applicable** setback; and
 4. Any other affected development standards.
- F. Monetary Commitment In-lieu-of Compliance: The petitioner may elect to provide a monetary commitment equal to the value to otherwise design and construct the improvements indicated by the ~~Transportation~~ Thoroughfare Plan across the roadway frontage. The value of the commitment shall be equal to the difference in the value to otherwise design and construct the improvements indicated by the ~~Transportation~~

142 ~~Transportation~~ **Thoroughfare** Plan across the roadway frontage, minus the cost to design and construct
143 those improvements indicated by the ~~Transportation~~ **Thoroughfare** Plan across the roadway
144 frontage that will be installed by the petitioner. The values established above shall be
145 approved by the Department of Engineering. **In making such approvals, the Engineering**
146 **Department shall take into consideration the effects and overall additional burden of the**
147 **proposed development or Improvement on the City's infrastructure and whether the**
148 **required monetary commitment is roughly proportionate to such effects and burden.**

149 Conformance with the ~~Transportation~~ **Thoroughfare** Plan as outlined above shall be in
150 addition to any improvements required:

- 151 1. On the application form for a Subdivision;
- 152 2. In *Article 9, Section 9.03(B)(2)(e)(v): Service Reports*; and
- 153 3. Any other applicable standards.

154 G. **Petitions Excluded from Compliance:** The following petition types are excluded from the
155 requirements of subsections E and F above:

- 156 1. **Development Standard variances.**
- 157 2. **Residential and Non-Dwelling Short-Term Rental special exception.**
- 158 3. **ADLS-only petitions.**
- 159 4. **Waiver of Development Standard.**

160 H. **Transition from Overlay Districts to Primary Zoning Districts:** Any pre-existing
161 commitments and/or conditions of approval applicable to a development that was approved
162 under the former US-31 Overlay District or Old Meridian Overlay District shall run with
163 the land and shall remain in effect. Release from any pre-existing commitment and/or
164 condition of approval **requires a** ~~shall only be done through~~ Plan Commission public
165 hearing and approval.

167 1.08 Severability

168 If any provision or the application of any provision of ~~the this Unified Development~~
169 Ordinance is held unconstitutional or invalid by any court of competent jurisdiction **or**
170 **applicable state or federal law**, all remaining provisions of the ~~Unified Development~~
171 Ordinance and the application of the unconstitutional or invalid provision to other
172 circumstances shall not be affected.

174 1.09 Interpretation

175 A. **Minimum Requirements:** The provisions of the Unified Development Ordinance are the
176 minimum requirements necessary for the protection of health, safety, comfort, morals,
177 convenience, and general welfare of ~~the Carmel residents and visiting public~~ **people at**
178 **large.**

179 B. **Conflict or Inconsistency:**

- 180 1. ***Internal:*** Unless otherwise specifically stated **herein** ~~within the Unified Development~~
181 ~~Ordinance~~, if two or more provisions of the Unified Development Ordinance are in
182 conflict or are inconsistent with one another, then the more restrictive provision shall
183 apply.
- 184 2. ***Federal, State, and Local:***
 - 185 a. Whenever a provision of the Unified Development Ordinance imposes a greater
186 restriction or a higher standard than is required by any **state** or federal code or
187 regulation, or other City ordinance or regulation, the provision of the Unified
188 Development Ordinance shall apply **unless specifically preempted by such code**
189 **or regulation.**

- b. Whenever a provision of any State or federal code or regulation or other City ordinance or regulation imposes a greater restriction or a higher standard than is required by the Unified Development Ordinance, the provision of the State or federal code or regulation or other City ordinance shall apply.
3. *Other*: Whenever a private covenant, contract, easement, agreement or other similar private land use regulation imposes a greater restriction or a higher standard than is required by a provision of the Unified Development Ordinance, the City of Carmel is not obligated to enforce the provisions of such private covenants, contracts, agreements or other similar regulation. **Unless specifically provided herein, the City of Carmel shall not consider, interpret, or enforce private covenants, contracts, easements, restrictions, or other private agreements.**
- C. Text: ~~If differences are found between the meaning or implication of any drawing, table, figure, title, or section heading, the text of the Unified Development Ordinance shall apply.~~ **In case of discrepancies between the Unified Development Ordinance text and any drawing, table, figure, title, or section heading, the text shall govern.**
- D. Time Frames: Unless specifically noted otherwise, time frames stated within the Unified Development Ordinance shall be calculated to include weekdays, weekends, and holidays. If a time frame ends on a Saturday, Sunday, or holiday that the City offices are closed, the time frame will be extended to the end of the next business day.
- E. Building or Structure: The word “building” or “structure” includes any part thereof, unless clearly indicated otherwise. The word “building” and “structure” may be utilized interchangeably, unless clearly indicated otherwise.
- F. Petitioner or Application: The word “petitioner” and “applicant” and variations thereof may be used interchangeably, unless clearly indicated otherwise.
- G. Mandatory and Permissive Terms: The words “shall” or “must” are always mandatory. The words “may” is permissive. The word “should” is a preferred concept or idea.
- H. Words Used: Any Legal or technical word used in ~~this the Unified Development~~ Ordinance that is not defined in *Article 11: Definitions* shall be construed to be as defined by an appropriate lexicon, legal dictionary or common and current dictionary as determined by the Director of Community Services. Any other word used that is not defined in *Article 11: Definitions* shall be determined by a common and current dictionary. Under all circumstances the context and inference from surrounding text shall be considered.
- I. Tense: If words are used in a specific tense (past, future, or present) it shall be construed to include all tenses, unless the context clearly indicates the contrary.
- J. Singular/Plural Form: If words are used in singular form, the plural form shall apply and vice versa, unless the context clearly indicates the contrary.
- K. Gender: If a feminine term is used, the masculine shall also apply and vice versa.
- L. Conjunctions: The word “and” shall be construed to include all connected items in a series, conditions and provisions. The word “or” shall be construed to include one or more of the items in a series, conditions and provisions, unless the context clearly suggests the contrary.
- M. Rounding: If a formula is used within ~~this Unified Development~~ Ordinance **or referenced City regulation, policy or guidance** ~~and~~ results in a non-whole number of an indivisible object or feature, the non-whole number shall be rounded to the next highest whole number.
- N. Ownership: Cooperatives, condominiums and all other forms of property ownership do not affect the provisions of these regulations and all requirements shall be observed as though the property were under single ownership. Further, properties developed with internal streets, pedestrian facilities and parking areas shall observe all regulations as if those streets

and parking areas are public infrastructure (e.g. setbacks would be measured from those streets, pedestrian facilities, and parking areas as if they were a public right-of-way).

- O. References: Whenever any agency, department, position, document, map, or publication referenced in the Unified Development Ordinance changes, the new or substitute agency, department, position, document, map, or publication shall be deemed incorporated into the Unified Development Ordinance.

1.10 Repealed~~#~~

- A. The following City of Carmel ordinances are hereby repealed and are replaced by the City of Carmel Unified Development Ordinance and Official Zoning Map:

1. *Zoning Ordinance*: The Zoning Ordinance of the City of Carmel, Indiana as amended, and its associated Zoning Map (*Chapter 10, Article 1* of the City's Code of Ordinance), and
2. *Subdivision Control*: The Subdivision Control Ordinance of the City of Carmel, Indiana as amended (*Chapter 10, Article 2* of the City's Code of Ordinance).

1.11 Administrative Officer

The Director of Community Services shall have the primary responsibility for administration of ~~this the Unified Development Ordinance within the City's planning jurisdiction.~~

1.12 Code Enforcement

~~At the direction of the Office of Corporation Counsel,~~ Code Enforcement shall have the primary responsibility for enforcement of this ~~the Unified Development Ordinance within the City's planning jurisdiction.~~ ~~The Common Council, Plan Commission, and BZA can authorize enforcement of conditions and conditions of approvals made before them.~~

1.13 Saving Provision

This Unified Development Ordinance shall not be construed as eliminating or reducing any ~~right granted or responsibility imposed pursuant to action now pending under, or by virtue of,~~ an existing law of previous Zoning Ordinance, Subdivision Control Ordinance, or related ordinance. This Unified Development Ordinance shall not be construed as discontinuing, reducing, modifying, or altering any penalty ~~accrued or accruing under said regulations. or about to accrue.~~

1.14 Effect of Annexation or Vacation on Zoning

Any right-of-way vacated by the City of Carmel shall automatically be assigned the zoning district from the adjacent property(ies). If one (1) or more zoning districts surround the vacated right-of-way then those zoning districts shall only be extended to the centerline of the former right-of-way, following the newly established~~ed~~ property lines, if applicable. Partial vacations of a right-of-way shall extend only the adjoining zoning district(s) to include all vacated area.

1.15 Statutory Changes

Whenever Indiana Code cited in the Unified Development Ordinance has been amended or superseded, the Unified Development Ordinance shall be deemed amended in reference to the new or revised code.

285 1.16 Subdivision of Land

286 The Subdivision of land may occur in accordance with *Article 6: Subdivision Types* and
287 *Article 7: Design Standards* in all zoning districts established in *Section 1.17: Zoning*
288 *Districts Established*.

289
290 1.17 Zoning Districts Established

291 The City of Carmel planning jurisdictional area is hereby divided into the following districts:

292 A. Primary Zoning Districts:

- 293 1. P1 Park and Recreation District
- 294 2. S1 Residence District
- 295 3. S2 Residence District
- 296 4. R1 Residence District
- 297 5. R2 Residence District
- 298 6. R3 Residence District
- 299 7. R4 Residence District
- 300 8. R5 Residence District
- 301 9. UR Urban Residential District
- 302 10. B1 Business District
- 303 11. B2 Business District
- 304 12. B3 Business District
- 305 13. B5 Business District
- 306 14. B6 Business District
- 307 15. B7 Business District
- 308 16. B8 Business District
- 309 17. C1 Mixed-Use District
- 310 18. C2 Mixed-Use District
- 311 19. UC Urban Core District
- 312 20. MC Meridian Corridor District
- 313 21. I1 Industrial District
- 314 22. M3 Manufacturing District
- 315 23. PUD Planned Unit Development District

316 B. Secondary Zoning Districts:

- 317 1. Home Place Overlay District ~~Overlay District~~
- 318 2. Keystone Parkway Overlay District
- 319 3. Monon Greenway Overlay District
- 320 4. Old Town Overlay District
- 321 5. Range Line Road Overlay District
- 322 6. US 421 – Michigan Road Overlay District
- 323 7. West 116th Street Overlay District

324
325 1.18 Zoning District Listed Land Uses

326 The two-page layout for each Primary Zoning District in *Article 2: Zoning Districts* identifies
327 land uses allowed in that district as a Permitted Use, ~~or~~ Special Use as denoted by the
328 headings of “Permitted Use,” and “Special Use,” on each two-page layout.

329
330 1.19 Zoning District Unlisted Land Uses

- 331 A. General: Any land use not listed in *Article 2: Zoning Districts* in either the Permitted Use,
332 ~~or~~ Special Use, sections shall be prohibited in that ~~particular~~ Primary Zoning District.

- 333 B. Administrative Interpretation: A land use not explicitly listed as a Permitted or Special Use
334 within a Primary Zoning District may be deemed permitted by interpretation of the
335 Planning Administrator, provided it is substantially similar to a listed Permitted or Special
336 Use in that same district. ~~Any land use not listed under the Permitted Use, or Special Use~~
337 ~~heading of a particular Primary Zoning District, but that is substantially similar to a use~~
338 ~~that is a Permitted Use or Special Use in that particular Primary Zoning District may be~~
339 ~~deemed permitted by interpretation by the Planning Administrator.~~ This review will assess
340 the use's consistency with the intent of each district and its compatibility with the
341 characteristics of permitted uses within those districts. Based on this review, the Planning
342 Administrator will determine the appropriate district for the unlisted use. If an aggrieved
343 party disagrees with the Planning Administrator's determination, they may appeal the
344 decision to the Board of Zoning Appeals.

345
346 1.20 Official Zoning Map-

- 347 A. Territory within the planning jurisdiction is hereby divided into zones, or districts, as
348 shown on the Official Zoning Map which, together with all explanatory matter thereon, is
349 hereby adopted by reference and declared to be part of the Unified Development
350 Ordinance.
- 351 B. The Official Zoning Map shall be identified by the signature of the Mayor and the City
352 Clerk ~~Treasurer~~ under the words "Official Zoning Map," together with the date of the
353 adoption of the ~~Carmel~~ Unified Development Ordinance.
- 354 C. Regardless of the existence of purported copies of the Official Zoning Map which may,
355 from time to time, be made or published, the Official Zoning Map shall be located in the
356 office of the City Clerk ~~Treasurer~~ and shall be the final authority as to the current zoning
357 status of land and water areas, building and other structures within the ~~jurisdiction~~ of the
358 Plan Commission.
- 359 D. Interactive Zoning Map is available online at
360 [https://www.carmel.in.gov/government/departments-services/community-](https://www.carmel.in.gov/government/departments-services/community-services/zoning-map-tools)
361 [services/zoning-map-tools](https://www.carmel.in.gov/government/departments-services/community-services/zoning-map-tools)

362
363 1.21 Official Zoning Map Changes

- 364 A. ~~If, in accordance with the provisions of this the Unified Development Ordinance and the~~
365 ~~state law Advisory Planning Law, changes are made by the Common Council to district~~
366 ~~boundaries or other matter portrayed on the Official Zoning Map, such changes shall be~~
367 ~~entered by the Director of Community Services on the Official Zoning Map within ninety~~
368 ~~(90) days after the amendment has been approved by the Common Council.~~ If the Common
369 Council amends district boundaries or other matters portrayed on the Official Zoning Map,
370 in accordance with this Unified Development Ordinance and applicable state law, the
371 Director of Community Services shall enter these changes on the Official Zoning Map
372 within ninety (90) days of the amendment's approval.
- 373 B. No change of any nature shall be made to ~~in~~ the Official Zoning Map, or matter shown
374 thereon, except in conformity with the amendment procedures set forth in the Unified
375 Development Ordinance.

376
377 1.22 Official Zoning Map Replacement

- 378 A. In the event that the Official Zoning Map becomes damaged, lost, or difficult to interpret
379 because of the number of changes and additions, the Common Council may by resolution
380 adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map.

The new Official Zoning Map may correct drafting or other errors or omissions in the prior map, but not such correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment thereof.

1.23 Interpretation of the Zoning Map

- A. Where uncertainty exists as to the exact boundaries of any district as shown on the Official Zoning Map, the following rules shall apply:
 - 1. In subdivided areas, or where a district boundary subdivides a lot, the exact location of the boundary shall be determined by use of the scale of the Official Zoning Map.
 - 2. In the case of further uncertainty, the Board of Zoning Appeals shall interpret the intent of the Official Zoning Map as to the location of the boundary in question.
- B. The Official Zoning Map, which accompanies and is hereby declared to be a part of the Unified Development Ordinance, shows the boundaries of and the area covered by the district. Notations, references, indications and other matters shown on the Official Zoning Map are as much a part of the Unified Development Ordinance as if they were fully described herein.
- C. In determining the boundaries of districts and establishing the regulations applicable to each district, due and careful consideration has been given to existing conditions, the character of buildings erected in each district, the most desirable use for which the land in each district may be adapted, and the conservation of property values throughout the **City planning jurisdiction**.

1.24 The Common Council

- The authority and duties of the Common Council **pursuant to state law and this established by the Unified Development Ordinance and detailed herein** are:
- A. Consider amendments to the **text of this Ordinance written zoning regulations**.
 - B. Consider amendments to the Official Zoning Map.
 - C. **Adopt Comprehensive Plan.**

1.25 The Plan Commission

- The authority and duties of the Plan Commission **pursuant to state law and this established by the Unified Development Ordinance** are:
- A. Advise the Common Council in writing on amendments to the written zoning regulations.
 - B. Advise the Common Council in writing on amendments to the Official Zoning Map.
 - C. Consider Development Plan and ADLS applications for all applicable Primary Zoning Districts, including Planned Unit Development Districts.
 - D. Consider Development Plan and ADLS applications for Overlay Zoning Districts.
 - E. Consider applications for subdivision **of land** (i.e. plats) and waivers of design standards.
 - F. Accept commitments and impose conditions as permitted by state **law and this Ordinance statutes**.
 - G. Delegate to a committee, a hearing examiner, a hearing officer, or any other **Z**oning **Official** the authority to hold hearings, make decisions, or conduct secondary reviews under **this the Zoning Ordinance and pursuant to as provided in IC 36-7-3-10, IC 36-7-4-402, IC 36-7-4-407, IC 36-7-4-408, IC 36-7-4-701, IC 36-7-4-710, IC 36-7-4-711, IC 36-7-4-1402, and IC 36-7-4-1511, or other applicable statutes**.
 - H. Designate a hearing examiner or committee of the Plan Commission to conduct combined hearing procedures relative to developments that require more than one hearing, as provided in *IC 36-7-4-403.5*, on the condition that all members of the Common Council

shall be notified not less than three (3) calendar days before a development is docketed for a combined hearing procedure and that each member of the Common Council shall be entitled to object to the use of the combined hearing procedure for that development.

- I. Appoint hearing officers for the Board of Zoning Appeals; ~~pursuant to as provided in IC 36-7-4-923.~~

1.26 The Board of Zoning Appeals

The authority and duties of the Board of Zoning Appeals ~~pursuant to state law and this established by the Unified Development Ordinance and detailed herein~~ are:

- A. Consider Special ~~Exception and Special~~ Use applications.
- B. Consider ~~V~~ariance applications.
- C. Consider ~~appeals from decisions of administrative officials~~ ~~appeals~~.
- D. ~~Make~~ final interpretation of zoning district boundaries.
- E. Make decisions concerning the existence of nonconforming uses.

1.27 The Director of Community Services

- A. It shall be the duty of the Director of Community Services to administer and enforce the Unified Development Ordinance. All permits, Certificates of Occupancy, ~~official determinations and all other directorial approvals or documents contemplated by this Ordinance so forth~~ are issued by the Director of Community Services, and he/she shall be responsible for determining ~~whether that~~ all such permits required herein are in compliance with the ~~provisions terms of this the Unified Development Ordinance~~. He/she shall receive applications required by ~~this the Unified Development Ordinance~~, furnish prescribed documents and forms, issue notices or orders as may be necessary, ~~regulate and~~ administer all matters pertaining to zoning, subdivision and signage control within the planning jurisdiction, including the retention of all records related thereto, with the exception of official documents required to be retained by the ~~City Clerk-Treasurer~~. All such records shall be open to public inspection during normal office hours, but shall not be removed from the office of the Director of Community Services.
- B. Improvement Location Permits and Certificates of Occupancy. See *Carmel City Code; Chapter 7: Building Code; Article 3: Specific Regulations*.
- C. Records of the Director of Community Services: The Director of Community Services shall retain records ~~(electronic format is permissible if authorized by state law)~~ of the following items:
 - 1. Copies of Improvement Location Permits ~~and plus~~ associated building permits and informational materials.
 - 2. Copies of Certificates of Occupancy, both permanent and temporary.
 - 3. Copies of demolition permits.
 - 4. Approved and signed subdivision plat mylars.
 - 5. Approved and signed Development Plans.
 - 6. ~~All files related to the activities of the Board of Zoning Appeals, Common Council, and Plan Commission must be maintained. These activities include, but are not limited to: subdivision platting, appeals, variances, special uses, Development Plans, zoning amendments (text and map changes), nonconforming use determinations, and zoning district boundary determinations. Each file shall contain: application forms, newspaper legal notices, records of notification to adjacent property owners, all required or necessary plans and information for the application, and relevant meeting minutes from the applicable governing body.~~

Files on all activities of the Board of Zoning Appeals, the Common Council and the Plan Commission, such as for the subdivision platting process, appeals, variances, special uses, Development Plans, zoning amendments (text and map changes), nonconforming use determinations and zoning district boundary determinations. Said files should include, but not be limited to, application forms, newspaper published legal notices, record of the notice to adjoining and abutting property owners, plans and other required or necessary information concerning the application and minutes of the applicable body that pertain to the application.

1.28 The City Clerk-Treasurer

It shall be the duty of the City Clerk-Treasurer to retain the official copy of the Unified Development Zoning Ordinance and all amendments thereto, and the Official Zoning Map (electronic format is permissible if authorized by state law). All official zoning materials shall be available for public viewing in the office of the City Clerk-Treasurer during normal office hours.

1.32 Unified Development Ordinance Adoption and Effective Date

The Unified Development Ordinance was adopted by the Common Council of the City of Carmel, Indiana on October 16, 2017. The Unified Development Ordinance shall became effective on January 1, 2018. Record of the meeting and vote are available at the City Clerk-Treasurer's office."

Section IV: The Common Council hereby delegates Department of Community Services to correct and codify numbering, pagination, cross-references, table of contents, Appendices, and land use matrix of the Unified Development Ordinance affected by this Ordinance.

Section V: All prior Ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed.

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

ADOPTED 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, INDIANA

Adam Aasen, President

Matthew Snyder, Vice-President

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Ryan Locke

Anthony Green

Rich Taylor

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: Sergey Grechukhin, Deputy Corporation Counsel/Transactions Chief, One Civic Square, Carmel, IN 46032

PETITION TO VACATE PUBLIC WAY

Pursuant to Indiana Code 36-7-3-12, Jamie Featherstone (the "Petitioner"), does hereby respectfully petition the Common Council for the City of Carmel, Indiana (the "City") for the vacation of the existing Public Way known as South Street, which is located directly between Lots 10 and 11 of D.W. Kinzer's Addition (the "Public Way") and entirely within the corporate boundaries of the City of Carmel, Indiana.

1. The Public Way to be vacated is more particularly described in Exhibit A and depicted in Exhibit B, both of which are incorporated herein by this reference.
2. In support of this petition, the Petitioner states the following:
 - a. The Petitioner owns the property located at 570 1st Ave SE
 - b. South Street was originally a roughly forty foot (40') wide alley located between 530 1st Ave. SE and 570 1st Ave. SE. Due to replats and vacations, South Street only ran the length of these two properties.
 - c. In 2017, the northern twenty foot (20') of South Street was vacated and transferred to the owners of 530 1st Ave. SE under Ordinance D-2362-17. The southern portion of South Street was not vacated at this time.
 - d. Currently there is no visible indication that South Street exists. There is no curb cut or pavement, and a lawn is being maintained in the area.
 - e. Vacating South Street will not leave any adjoining property owners without access to their real estate by means of a public way or street or make such access inconvenient or difficult.

The following are the names and address of the owners of the land which abut the property proposed to be vacated:

Jacob Krause
530 1st Ave SE,
Carmel, IN 46032

W & W Properties LLC
739 Keystone Way
Carmel, IN 46032

WHEREFORE, the Petitioner respectfully request the vacation of the above-described Public Way.

By: _____

Date: _____

Jamie Featherstone
8-6-25

CARMEL CITY CLERK

AUG 15 2025

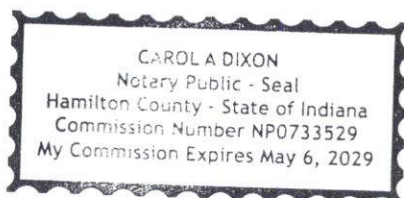
TIME: 12:18 pm

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared Jamie Featherstone, who acknowledged executing the foregoing Petition, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he or she executed the same voluntarily.

Witness my hand and Notarial Seal this 6 day of August, 2025.

My Commission No./Expiration: NP0733529



My County of Residence: Hamilton

Carol A Dixon

Notary Public Signature

Carol A Dixon

Notary Public Printed

Exhibit A
Right-of-Way Description

A part of the Right-of-Way of South Street (south half) as per plat of D.W. Kinzer's Addition to Carmel, Indiana, as recorded in Deed Record 52, Page 400, in the Recorders Office of Hamilton County, Indiana being more particularly described as follows:

Beginning at the Northwest corner of Lot 10 in said D.W. Kinzer's Addition, said point being 664.50 feet North and 208.00 feet East of the South West corner of Section 30, Township 18 Range 4 East; thence run along the North line thereof 161.50 feet East to the Northeast corner of said lot; thence North 20.00 feet along the Northerly extension of the East line of Lot 10 to the centerline of South Street; thence West along said centerline 161.50 feet; thence south 20' to the beginning.

Exhibit B



ORDINANCE D-2777-25

**AN ORDINANCE OF THE COMMON COUNCIL
OF THE CITY OF CARMEL, INDIANA
VACATING A PORTION OF THE PUBLIC WAY
KNOWN AS CALVERT PLACE**

WHEREAS, Gregory B. and Gail K. Corn and Jerry W. and Patricia R. Hohn (“Petitioners”), have filed a Petition for Vacation of a Public Way (the “Petition”) with the City of Carmel, Indiana, pursuant to Indiana Code §36-7-3-12 (“Vacation Statute”) which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Public Way to be vacated, Calvert Place, is located within the Deerfield Subdivision, between 9804 Deerfield Circle and 9748 Deerfield Circle in Carmel, Indiana, and is depicted and described in Exhibit B, attached hereto and incorporated herein (the “Public Way”);

WHEREAS, the Petitioners have requested that the northern half of the Public Way be vacated and ownership vested in Gregory B. and Gail K. Corn, and the southern half of the Public Way be vacated and ownership vested in Jerry W. and Patricia R. Hohn;

WHEREAS, The Public Way is not necessary for any public purpose, as it is currently unused and its future development is not reasonably feasible;

WHEREAS, The Petitioners have satisfied all requirements of the Vacation Statute, and no valid objections were raised to deny the Petition;

WHEREAS, pursuant to IC 36-7-3-12(c), a properly noticed public hearing on proposed vacation of the Public Way was held by the Common Council of the City of Carmel, Indiana, on the 7th day of July, 2025, at which time all interested persons were given an opportunity to be heard;

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 Public Way is hereby vacated and the fee simple title to the vacated Public Way shall vest in the Petitioners, each to the centerline of the vacated Public Way as depicted and described in Exhibit B.

Section 3. Vacation of Public Way is subject to all existing easements, encroachments, and other encumbrances of record. Further, notwithstanding the vacation of the Public Way described herein, the City of Carmel, Indiana expressly reserves unto itself, and to all public and private utility companies, including but not limited to electric, gas, water, sewer, telecommunications, and cable television providers, a perpetual easement for the purpose of constructing, reconstructing, inspecting, operating, maintaining, repairing, and replacing utility lines, pipes, cables, and appurtenances within, upon, across, along, and over the Public Way, to the extent such utilities currently exist or may be reasonably necessary for future public utility service.

Section 4. The City Clerk is hereby directed to file a copy of this Ordinance with the Recorder and Auditor of Hamilton County, Indiana, as required by the Vacation Statute.

Section 5. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

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

Adam Aasen, President

Matthew Snyder, Vice-President

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Anita Joshi

Ryan Locke

Anthony Green

Rich Taylor

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-2777-25
Page Two of Two Pages

MAY 28 2025TIME: 1:02pm**PETITION TO VACATE A PUBLIC WAY****LOCATED ENTIRELY WITHIN****THE CORPORATE BOUNDARIES OF CARMEL, INDIANA**

1. Gregory B. and Gail K. Corn and Jerry W. and Patricia R. Hohn (collectively, "Petitioners"), pursuant to Indiana Code Sec. 36-7-3-12, do hereby respectfully petition the Common Council of the City of Carmel, Indiana, for the vacation of those portions of the existing Public Way of Calvert Place located entirely within the corporate boundaries of Carmel, Indiana, as is more particularly described below and in the exhibits attached hereto and made a part hereof.
2. The portion of the Public Way being vacated is more particularly described in Exhibit "A" and depicted in Exhibit "B" hereto, which are incorporated herein by this reference.
3. In support of this petition, the Petitioners submit the following:
 - a. It is Petitioners' understanding that the original developers of Deerfield Section One owned or planned to acquire certain additional land (the "Additional Land") to the South abutting Deerfield Section One. Evidently the intent was to develop the Additional Land as additional section(s) of Deerfield Subdivision. However, for reasons unknown to Petitioners, that Additional Land was never developed as a part of Deerfield Subdivision. Instead, the Additional Land was developed for single family lots fronting on West 96th Street in Carmel, Indiana.
 - b. Given the original aim of developing Deerfield Section One and the Additional Land as a single subdivision, a street right-of-way located between Lots 6 and 12 in Deerfield Section One was included in the plat of Deerfield Section One to provide access to and from the Additional Land once it had been developed as part of Deerfield Subdivision. That street right-of-way is shown and named on the plat of Deerfield Section One as "Calvert Place."
 - c. Because the Additional Land, in the end, was excluded from Deerfield Subdivision, Calvert Place was never used by the public or anyone else for access and no street or other right-of-way improvements have ever been situated or constructed in the Calvert Place right-of-way.
 - d. Petitioners Jerry and Patricia Hohn own Lot 6 in Deerfield Section One, which abuts the entire East boundary of Calvert Place. Petitioners Gregory and Gail Corn own Lot 12 in Deerfield Section One, which abuts the entire West boundary of Calvert

Place. Petitioners have for more than twenty years mown and otherwise maintained the Calvert Place right-of-way at their sole expense as if it was a part of their respective lots.

- e. The Public Way sought to be vacated will not hinder the growth or orderly development of Carmel, nor of the neighborhood contiguous to or in which the Public Way is located.
 - f. Vacation of the Public Way will not leave any adjoining owners without access to their real estate by means of a public way or street or negatively affect any such existing access.
 - g. Vacating the Public Way will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.
4. The following are the names and addresses of the owners of land which abuts the property proposed to be vacated:
- a. Gregory B. and Gail K. Corn: 9804 Deerfield Circle, Carmel, IN 46032
 - b. Jerry W. and Patricia R. Hohn: 9748 Deerfield Circle, Carmel, IN 46032
 - c. Fred D. and Cynthia L. Emhardt: 10100 Summer Lakes Drive, Carmel, IN 46032
 - d. Evan D. and Abbe S. Bedell: 10096 Summer Lakes Drive, Carmel, IN 46032

WHEREFORE, Petitioners respectfully request the vacation of the above-described Public Way.

Gregory B. Corn

Gregory B. Corn

Date: 5/24, 2025

Gail K. Corn

Gail K. Corn

Date: 5/24/25, 2025

Jerry W. Hohn

Jerry W. Hohn

Date: MAY 27, 2025

Patricia R. Hohn

Patricia R. Hohn

Date: MAY 27, 2025

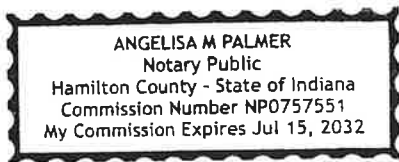
State of Indiana)

County of Marion SS:

Before me, a Notary Public in and for said County and State, personally appeared Gregory B. and Gail K. Corn and acknowledged the execution of the foregoing "Petition to Vacate a Public Way" as his/her respective voluntary act and deed.

2025.

WITNESS my hand and Notarial Seal this 24th day of May,



Angelisa M Palmer

Notary Public

Angelisa M Palmer

Printed signature

My commission Expires:

July 15, 2032

My County of Residence

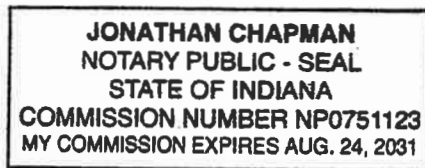
Hamilton

State of Indiana)

County of Marion) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jerry W. and Patricia R. Hohn and acknowledged the execution of the foregoing "Petition to Vacate a Public Way" as his/her respective voluntary act and deed.

WITNESS my hand and Notarial Seal this 27 day of May, 2025.



A handwritten signature in dark ink, appearing to read "Jonathan Chapman", written over a horizontal line.

Notary Public

Jonathan Chapman

Printed Signature

My Commission Expires:

Aug 24, 2031

My County of Residence

Boone

This instrument was prepared by Donald R. Russell, Petitioners' Agent, 2028 Mystic Bay Court, Indianapolis, IN 46240, 317-501-6442

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Donald R. Russell

VACATION EXHIBIT

Exhibit A

CALVERT PLACE IN DEERFIELD, SECTION ONE CARMEL, HAMILTON COUNTY, INDIANA

LAND DESCRIPTION

TRACT 1 (NORTH TRACT)

PART OF VACATED CALVERT PLACE IN DEERFIELD, SECTION 1, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 198–199, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12 IN DEERFIELD, SECTION 1, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 198–199, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ON THE SOUTH LINE OF SAID LOT 12 NORTH 60 DEGREES 34 MINUTES 14 SECONDS EAST 196.54 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, TO THE WEST RIGHT OF WAY LINE OF DEERFIELD CIRCLE BEING A NON TANGENT CURVE WITH A RADIUS OF 317.00 FEET; THENCE ON THE ARC OF SAID CURVE 33.74 FEET WITH A CHORD BEARING SOUTH 28 DEGREES 30 MINUTES 49 SECONDS EAST 33.73 FEET; THENCE SOUTH 65 DEGREES 39 MINUTES 16 SECONDS WEST 196.64 FEET; THENCE NORTH 29 DEGREES 53 MINUTES 34 SECONDS WEST 16.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES, MORE OR LESS.

TRACT 2 (SOUTH TRACT)

PART OF VACATED CALVERT PLACE IN DEERFIELD, SECTION 1, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 198–199, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 IN DEERFIELD, SECTION 1, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 198–199, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 29 DEGREES 53 MINUTES 34 SECONDS EAST 16.30 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 65 DEGREES 39 MINUTES 16 SECONDS EAST 196.64 FEET TO THE WEST RIGHT OF WAY LINE OF DEERFIELD CIRCLE BEING A NON TANGENT CURVE WITH A RADIUS OF 317.00 FEET; THENCE ON THE ARC OF SAID CURVE 16.30 FEET WITH A CHORD BEARING SOUTH 33 DEGREES 02 MINUTES 11 SECONDS EAST 16.30 FEET TO THE NORTHWEST CORNER OF LOT 6; THENCE ON THE NORTH LINE OF SAID LOT 6 SOUTH 60 DEGREES 18 MINUTES 15 SECONDS WEST 196.61 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 29 DEGREES 53 MINUTES 34 SECONDS WEST 34.61 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES, MORE OR LESS.

K. Nathan Althouse

R.L.S.

LS20400007

8–21–25

DATE:



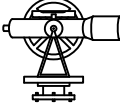
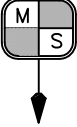
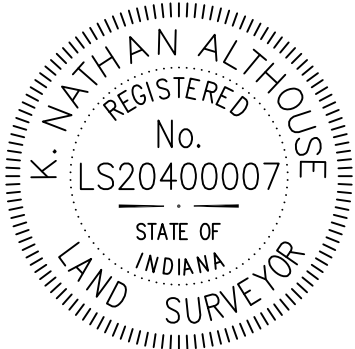
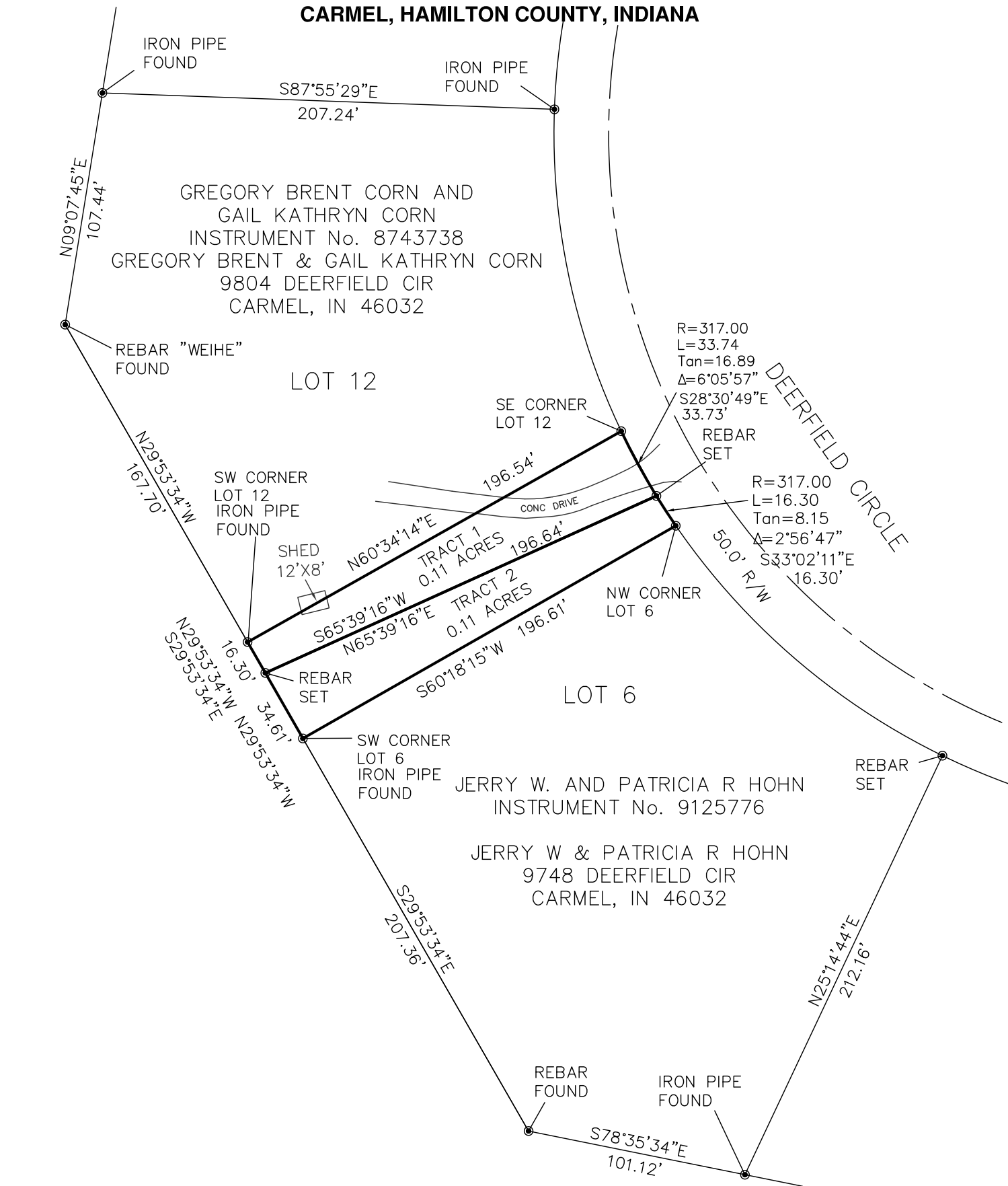
			MILLER SURVEYING INC.		
948 CONNER STREET NOBLESVILLE INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694					
LOCATION: CALVERT PLACE IN DEERFIELD, SECTION ONE CARMEL, HAMILTON COUNTY, INDIANA		DRAWN BY: KNA		PREPARED BY: KNA	
FIELD WORK COMPLETED: 8–20–25		SCALE: 1" = 60'		FIELD BOOK: DC	
CLIENT: HOHN		DATE: 8–21–25		PAGE:	
DESCRIPTION: VACATION EXHIBIT		JOB NUMBER		SURVEY 4 FILE:	
		B42174			

EXHIBIT SURVEY

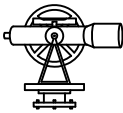
Exhibit B

CALVERT PLACE IN DEERFIELD, SECTION ONE
CARMEL, HAMILTON COUNTY, INDIANA



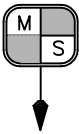
K. Nathan Althouse
R.L.S. LS20400007

8-21-25
DATE:



MILLER SURVEYING INC.

948 CONNER STREET
NOBLESVILLE INDIANA 46060
PH. # (317) 773-2644 FAX 773-2694



LOCATION:
CALVERT PLACE IN DEERFIELD, SECTION ONE
CARMEL, HAMILTON COUNTY, INDIANA

FIELD WORK COMPLETED: 8-20-25

CLIENT: HOHN

DESCRIPTION: EXHIBIT SURVEY

DRAWN BY: KNA

SCALE: 1" = 60'

DATE: 8-21-25

JOB NUMBER

B42174

PREPARED BY: KNA

FIELD BOOK: DC

PAGE:

SURVEY 4 FILE:

ORDINANCE NO. D-2784-25

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

Synopsis: An Ordinance amending and clarifying requirements of Chapter 4 Article 6 of the Carmel City Code relating to the residential rental dwelling registration and permit program.

WHEREAS, the City of Carmel (the “City”) recently adopted an ordinance adding Chapter 4 Article 6 to the City Code that established residential rental dwelling registration and permitting requirements (the “Ordinance”); and

WHEREAS, since the Ordinance’s adoption, the City received multiple inquiries regarding requirements and implementation of the residential rental dwelling registration and permitting program (the “Program”); and

WHEREAS, during the Program’s implementation, the City staff also suggested certain revisions to the Ordinance to clarify its requirements; and

WHEREAS, the Common Council indicated that the Ordinance may be amended as the City works through the Program’s implementation process and solicits additional feedback from residents and the staff; and

WHEREAS, based on the feedback received to date, the Common Council wishes to amend certain provisions of the Ordinance to clarify certain requirements of the Program.

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 sections of Chapter 4 Article 6 of the Carmel City Code are hereby amended as follows:

“§ 4-500 REQUIREMENTS

No owner shall let for occupancy a residential rental dwelling without first registering the dwelling and obtaining the rental dwelling permit with the Department of Community Services. Nothing contained herein shall be construed to limit or preempt the authority of a homeowners’ association (HOA), condominium association, or similar entity to adopt and enforce covenants, conditions, restrictions, or rules that are more restrictive than those set forth herein. **Except for the renovation or replacement of a residential rental dwelling that is already registered and permitted, a residential rental dwelling must be constructed and possess a certificate of occupancy before it can be registered and issued a rental dwelling permit. Additionally, owner(s) seeking a rental dwelling permit for a residential dwelling must not claim the homestead exemption on that property.**

§ 4-501 REGISTRATION

- (A) ~~On or before January 1, 2026, the~~ All owner(s) of residential rental dwelling(s) must register all residential rental dwelling(s). ~~To maintain Legacy Dwelling(s) status, all owner(s) of Legacy Dwelling(s) must register such dwelling(s) by December 31, 2025.~~ Registration of a residential rental dwelling shall be effected by furnishing the Department of Community Services upon a form supplied by the Department of Community Services, the following information:
- (1) Name(s) of all owner(s) and beneficial owner(s);
 - (2) Street address of all owner(s) and beneficial owner(s);
 - (3) Phone number of all owners and beneficial owner(s);
 - (4) Email address of owner(s) and beneficial owner(s);
 - (5) Name, street address, phone number and email address of agent, if any, authorized to act on behalf of the owner(s) in regard to the residential rental dwelling, including service of process;
 - (6) Verification that a Homestead Property Tax Deduction is not being claimed on the property while in use as a rental dwelling; ~~and~~
 - (7) ~~Verification that a residential rental dwelling is constructed and ready to be let for occupancy; and~~
 - (8) ~~Whether~~ Affirmaton under penalties of perjury that the owner(s), beneficial owner(s), or the residential rental dwelling:
 - (a) has ~~not~~ been cited for violation of any requirement imposed by the City Code, including this Article;
 - (b) is current on all City of Carmel utility invoices (sanitary sewer, trash, and stormwater); and
 - (c) has ~~not~~ been the subject of more than three (3) civil citations ~~or three substantiated police calls for service resulting in a citation~~ or criminal charges within the preceding twenty-four (24) months.
- (B) By listing a street address of the owner(s) in the residential rental dwelling registration, the owner(s) thereby consents to service of process at that address.
- (C) Any owner(s) who does not reside in or have their principal place of business in Indiana shall designate and list an in-state agent under subsection (a)(5).
- (D) The residential rental dwelling registration form shall be signed by the owner(s).
- (E) Whenever an owner, beneficial owner, or agent changes their contact information (mailing address, phone number or email address) it shall be his responsibility to provide the Department of Community Services with an updated residential rental dwelling registration form. All updated registration forms shall be signed by the owner.
- (F) Whenever ownership of the residential rental dwelling changes and the new owner(s) intends to let the dwelling for occupancy, the new owner(s) shall file a new registration with the Department of Community Services within thirty (30) days of obtaining title to the residential

rental dwelling. Each parcel of property on which a residential rental dwelling is located requires a separate registration. ~~If ownership changes after December 31, 2025, a residential rental dwelling loses its status as a Legacy Dwelling.~~

- (G) All current owners shall submit ~~an initial~~ registration application for ~~any and~~ all existing residential rental dwellings by December 31, 2025. Thereafter, any owner ~~wishing to let a residential rental dwelling for occupancy~~ shall have thirty days (30) days to register that residential rental dwelling after obtaining ownership.

§ 4-502 ~~HOME~~ RESIDENTIAL RENTAL DWELLING PERMITS

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

- (1) The residential rental dwelling registration form ~~contains~~ and satisfies all ~~of~~ the information and affirmations required by Section 4-501.
- (2) The owner(s) of the residential rental dwelling(s) ~~has not been cited for violation of any requirement imposed by Chapter 6 or Chapter 10 of the City Code.~~

~~(a) has not been cited for violation of any requirement imposed by Chapter 6 or Chapter 10 of the City Code;~~
~~(b) is current on all City utility invoices (sanitary sewer, trash, and stormwater); and~~
~~(c) has not been the subject of more than three (3) civil citations or three substantiated police calls for service resulting in a citation or criminal charges within preceding twenty-four (24) months.~~

If ~~any the~~ owner or property has been found in violation of ~~subsection 4-501(A)(7) (A)(2)(a) (e)~~, the Director of Community Services may determine in his or her discretion that the public interest nevertheless supports issuing a residential rental dwelling permit.

- (3) At the time the ~~application for~~ residential rental dwelling permit ~~would be issued~~, less than ten percent (10%) of the single-family homes and townhomes in the Subdivision are registered and permitted as residential rental dwellings. This subsection shall not apply to Legacy Dwellings defined in this Article but shall apply to any residential rental dwelling registered after December 31, 2025. Legacy Dwellings shall count toward the ~~ten percent (10%) cap~~ limits established for residential rental dwellings herein.
- (B) Notwithstanding the limitations contained under subsection (A)(3), Permitted Dwellings shall be entitled to a permit if the criteria under subsections (A)(1) and (2) are met, but shall count toward the ~~ten percent (10%) cap~~ limits established for residential rental dwellings herein.
- (C) A ~~residential~~ rental dwelling permit shall not expire until the ownership of a residential rental dwelling change. If the ownership of the residential rental dwelling changes, the new owner(s) must apply for a new residential rental dwelling permit, ~~and shall be subject to rental cap limits~~

at the time of the application. Where a dwelling is owned by more than one owner with rights of survivorship, a new application need not be filed upon the death of one of the owners. When a registered residential rental dwelling with a valid permit is being renovated or rebuilt, the rental permit will remain active.

- (D) Residential rental dwelling permits may not be sold, transferred, or otherwise alienated.
- (E) The Department of Community Services may ~~shall not~~ impose an annual Five Dollars (\$5) registration fee for each ~~to obtain a~~ residential rental dwelling permit. Additionally, a late fee of up to Two Hundred Dollars (\$200) may be charged if the owner(s) fail to pay the annual registration fee within two months of the renewal date.
- (F) A Director's determination to deny the residential dwelling permit may be appealed to the Board of Public Works and Safety.-
- (G) When an appeal is requested pursuant to ~~division~~ subsection (F) above, the hearing shall be held in accordance with the procedures set forth in Indiana Code § 4-21.5-3.

§4-503 REVOCATION OF A RENTAL DWELLING PERMIT

- (A) A residential rental dwelling permit may be subject to revocation under the following circumstances:
 - (1) Failure to correct violations within the time specified in a Notice of Violation issued pursuant to this ~~Article~~ ~~chapter~~;
 - (2) Any other violation of Chapter 6 or Chapter 10 of the City Code; or
 - (3) Continued delinquency of City utility bills for the residential rental dwelling.-
- (B) If the Director of Community Services finds that the permit should be revoked, the Director shall give the owner(s) written notice by certified mail, return receipt requested, that the Director intends to proceed to revoke the permit unless the owner(s) requests a hearing in front of ~~by~~ the Board of Public Works and Safety. Such request shall be made in writing and filed in the office of the City Clerk within 15 days from the day that the owner(s) receives the notice of the proposed revocation ~~action~~. The notice shall contain a statement of the facts upon which the Director has acted. If ~~an~~ ~~the~~ owner(s) fails to request a hearing, the Director shall proceed to revoke the permit. The written determination by the Director to revoke the permit shall be filed in the office of the City Clerk and sent by certified mail, return receipt requested, to the owner(s). If the notice or written determination is returned as undeliverable, the Director may serve it personal service or first-class mail to the address indicated in the registration form, and by posting it in a conspicuous location on the residential rental dwelling.
- (C) When a hearing is requested pursuant to ~~division-subsection~~ (B) above, the hearing shall be conducted ~~held~~ in accordance with the procedures set forth in Indiana Code § 4-21.5-3.
- (D) Any person whose permit has been revoked shall not be permitted to apply for another permit for one year after the filing of the written ~~statement-determination~~ revoking the permit.

§ 4-504 PENALTIES AND REMEDIES

- (A) Violations of this Article are subject to the following civil fines and penalties, beginning

January 1, 2026:

- (1) Any owner(s) who fails to register a residential rental dwelling commits a civil violation and shall be ~~subject to a punished by a~~ fine in the amount of \$500.
- (2) Any owner who lets a residential rental dwelling without a permit shall ~~be subject to punished by~~ an initial fine of \$2,500. If the owner(s) has not obtained a permit or otherwise complied with this Article within thirty (30) days after receiving a Notice of Violation under subsection (E), the owner shall be fined \$100 per day for each day the residential rental dwelling is let without a permit.
- (B) The failure to comply with any of the requirements under this Article constitutes a violation of this Article. Any residential rental dwelling let for occupancy in violation of this Article is hereby declared to be a common nuisance and as such may be abated in such manner as nuisances are now or may hereafter be abated under existing law.
- (C) A violation continues to exist until corrected and verified by the Director of the Department Community Services. Correction includes, but is not limited to any or a combination of:
- (1) Cessation of an unlawful practice;
 - (2) Remediation of a violation;
 - (3) Payment of fees or fines;
 - (4) Vacancy of a residential rental dwelling; ~~or and~~
 - (5) Other remedy acceptable to the City.
- (D) The Director of the Department of Community Services may issue a Notice of Violation to any owner who commits a civil violation under this ~~Article Chapter~~. The Notice of Violation may be served by personal service, by certified mail or by placement in a conspicuous place on the residential rental dwelling.
- (E) The Notice of Violation shall serve as notice to the owner that the owner has committed a civil violation and shall include:
- (1) The date of issuance;
 - (2) The name of the owner charged and the address of the residential rental dwelling with respect to which the violation occurred;
 - (3) The ~~amount of civil monetary~~ fine the City will impose for the violation and where the fine may be paid;
 - (4) The remedy or combination of remedies imposed and the date on which the owner(s) shall complete the remedial action;
 - (5) Contact information for the Department of Community Services; and
 - (6) How to appeal the Notice of Violation.
- (F) A Notice of Violation, a denial or revocation of a permit after the Board of Public Safety's decision. may be appealed to the Circuit or Superior Courts of Hamilton County .within ten

(10) days of receipt of the Notice of Violation, or denial or revocation decision of a rental dwelling permit.

- (G) If the owner(s) does not timely file an appeal, complete corrective action, or pay the fine by the date set forth in the Notice of Violation, the Director of Community Services shall send the Notice of Violation and all supporting documentation to the City Legal Department. The head of the City Legal Department shall in the name of the City of Carmel bring an enforcement action in the Circuit or Superior Courts of Hamilton County, for civil monetary fines and penalties and/or mandatory and injunctive relief in the enforcement of and to secure compliance with this Article. Any such action may be joined with an action to enforce any other ~~section(s) of the City Code, other City ordinances, or State law, rule or regulation ordinance.~~
- (H) Any owner found to be in violation may be enjoined from letting the dwelling for occupancy and ~~may be is~~ further liable for all civil monetary fines, court costs, and fees, ~~including reasonable attorney fees.~~
- (I) Seeking civil penalties as authorized in this section does not preclude the City from seeking alternative relief from the Court in the same action or any other remedy in a separate action. The remedies provided for in this title shall be cumulative, and not exclusive, and shall be in addition to any other remedies available in law or equity.

§ 4-505 REGISTRATION FUND

There is hereby established a Rental Registration Fund as a non-reverting fund, as may be designated by the Common Council, within the City to receive ~~any and~~ all sums collected pursuant to this ~~Article Chapter~~. The ~~office of the~~ controller shall deposit in this ~~f~~Fund all fines assessed and collected pertaining exclusively to this ~~Article Chapter~~. This ~~f~~Fund shall be dedicated solely to reimbursing the costs actually incurred relating to the residential rental dwelling permit and registration program ~~under this section~~. Money in the Fund may not at any time revert to the general fund or any other fund of the City.”

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

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

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

[Signature Page Follows]

PASSED by the Common Council of the City of Carmel, 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

ORDINANCE NO. D-2786-25

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 6, ARTICLE 5, DIVISION VIII, SECTION 6-158(d)(7) OF THE CARMEL
CITY CODE**

**Synopsis: Ordinance amending noise exemptions Ordinance to include a night before Diwali
festival of lights**

WHEREAS, the City of Carmel (the “City”) is authorized, pursuant to Indiana Code 36-8-2-8 and its general police powers, to regulate the generation of sound within its corporate boundaries; and

WHEREAS, the Common Council of the City of Carmel, Indiana, now finds that it is in the public interest to amend the City’s current noise regulations to include a night before Diwali festival of lights in the list of exemptions.

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

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

Section 2. Carmel City Code Section 6-158(d)(7) is hereby amended and shall read as follows:

“(d)The following are exempted from the provisions of this section:

(7) Sounds associated with the use of legal consumer fireworks during the following days and times:

- a. Between the hours of 5:00 p.m. and two hours after sunset on June 29, June 30, July 1, July 2, July 3, July 5, July 6, July 7, July 8 and July 9;
- b. Between the hours of 10:00 a.m. and 12:00 midnight on July 4;
- c. Between the hours of 10:00 a.m. on December 31 and 1:00 a.m. on January 1.
- d. Between the hours of 5:00 p.m. and 11:00 p.m. on the day **before and day of** Diwali.

Section 3. The remaining provisions of Carmel City Code Sections 6-158 are not affected by this Ordinance and shall remain in full force and effect.

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.

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

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

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

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President	Matthew Snyder, Vice-President
Rich Taylor	Anthony Green
Jeff Worrell	Teresa Ayers
Shannon Minnaar	Ryan Locke
Anita Joshi	

ATTEST:

Jacob Quinn, Clerk

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

Jacob Quinn, Clerk

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

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

RESOLUTION CC-09-15-25-01

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA APPROVING A TRANSFER OF FUNDS WITHIN THE POLICE
DEPARTMENT BUDGET (#1110)**

Synopsis: Transfers \$87,000.00 within the 2025 Police Department budget.

WHEREAS, the sum of Eighty-Seven Thousand Dollars (\$87,000.00) is needed to pay for expenses in various line items within the 2025 Police Department budget (#1110); and,

WHEREAS, the 2025 Police Department budget (#1110) has excess funds in the amount of Eighty-Seven Thousand Dollars (\$87,000.00) in the following item:

Police Department Budget (1110): Line Item 4110000 - Full Time Regular \$87,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana that the Controller is authorized to transfer funds within the 2025 Police Department Budget (#1110) as follows:

FROM

Police Department Budget (1110): Line Item 4110000 - Full Time Regular \$87,000.00

INTO

Police Department Budget (1110): Line Item 4465001 - Cars & Trucks \$61,000.00

Police Department Budget (1110): Line Item 4467099 – Other Equipment \$26,000.00

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

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Ryan Locke

Anita Joshi

ATTEST:

Jacob Quinn, Clerk

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

Jacob Quinn, Clerk

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

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Resolution CC-09-15-25-01

Page Two of Two

This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on September 4, 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.

RESOLUTION CC-09-15-25-02

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA APPROVING A TRANSFER OF FUNDS WITHIN THE
ENGINEERING DEPARTMENT BUDGET (#2200)**

Synopsis: Transfers \$60,000.00 within the 2025 Engineering Department Budget.

WHEREAS, the sum of Sixty-Thousand Dollars (\$60,000.00) is needed to pay for expenses in another line item within the 2025 Engineering Department budget (#2200); and,

WHEREAS, the 2025 Engineering Department budget (#2200) has excess funds in the amount of Sixty-Thousand Dollars (\$60,000.00) in the following line item:

Engineering Department Budget (2200): Line Item 4110000 - Full Time Regular \$60,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana that the Controller is authorized to transfer funds within the 2025 Engineering Department Budget (#2200) as follows:

FROM

Engineering Department Budget (2200): Line Item 4110000 - Full Time Regular \$60,000.00

INTO

Engineering Department Budget (2200): Line Item 4352600 – Automobile Lease \$60,000.00

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

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Ryan Locke

Anita Joshi

ATTEST:

Jacob Quinn, Clerk

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

Jacob Quinn, Clerk

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

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Resolution CC-09-15-25-02

Page Two of Two

This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on September 4, 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.

RESOLUTION CC-09-15-25-03

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA APPROVING A TRANSFER OF FUNDS WITHIN THE STREET
DEPARTMENT BUDGET (#2201)**

Synopsis: Transfers \$394,000.00 within the 2025 Street Department Budget.

WHEREAS, the sum of Three-Hundred Ninety-Four Thousand (\$394,000.00) is needed to pay for expenses in other line items within the 2025 Street Department budget (#2201); and,

WHEREAS, the 2025 Street Department budget (#2201) has excess funds in the amount of Three-Hundred Ninety-Four Thousand (\$394,000.00) in the following line item:

Street Department Budget (2201): Line Item 4110000 - Full Time Regular \$394,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana that the Controller is authorized to transfer funds within the 2025 Street Department Budget (#2201) as follows:

FROM

Street Department Budget (2201): Line Item 4110000 - Full Time Regular \$394,000.00

INTO

Street Department Budget (2201): Line Item 4465001 – Cars & Trucks \$394,000.00

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

COMMON COUNCIL FOR THE CITY OF CARMEL

Adam Aasen, President

Matthew Snyder, Vice-President

Rich Taylor

Anthony Green

Jeff Worrell

Teresa Ayers

Shannon Minnaar

Ryan Locke

Anita Joshi

ATTEST:

Jacob Quinn, Clerk

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

Jacob Quinn, Clerk

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

Sue Finkam, Mayor

ATTEST:

Jacob Quinn, Clerk

Resolution CC-09-15-25-03

Page Two of Two

This Ordinance was prepared by Samantha S. Karn, Corporation Counsel, on September 4, 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.

RESOLUTION NO. 09-15-25-04

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
AMENDING CERTAIN CENTRAL DESIGNATED OUTDOOR REFRESHMENT
AREA’S LOCATIONS AND HOURS OF OPERATION

Synopsis: A Resolution amending the Central Designated Outdoor Refreshment Area by excluding certain locations and hours from the Area’s operation.

WHEREAS, the City of Carmel (the “City”) recently adopted Ordinance D-2718-24 (the “Ordinance”) that established the Central Designated Outdoor Refreshment Area (“DORA”) in the City; and

WHEREAS, the Ordinance established a DORA Committee with certain delegated powers, including solicitation of public feedback relating to DORA’s operation; and

WHEREAS, due to complications with Ordinance compliance, the DORA Committee has determined it is necessary to temporarily exclude certain areas from DORA and limit operating hours during specific City-organized marquee events and festivals; and

WHEREAS, Section 6 of the Ordinance allows the Common Council to modify DORA’s operating hours during certain holidays or City festivals by adopting a resolution to that extent.

NOW, THEREFORE, BE IT RESOLVED 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 areas are excluded from DORA's operation during the following days and times:

a. Carter Green on January 24th, 2026 between 11 AM and 7 PM during Winter Games festival.

b. Carter Green between November 18th and December 24th, 2025 and November 19th and December 24th, 2026.

c. Gazebo and surrounding lawn located between Civic Square and the City Hall and Veterans Way and the Monon Greenway between 5 PM and 9 PM during the following days in 2026: May 27th, June 3rd, June 10th, June 17th, June 24th, July 1st, July 8th, July 15th, July 22nd, July 29th, August 5th, August 12th, August 19th, August 26th, September 2nd, September 9th, September 16th, and September 26.

Section 3. This Resolution shall be in full force and effect from and after the date of its passage.

[Signature Page Follows]

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

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