

# COMMON COUNCIL MEETING AGENDA

MONDAY, MARCH 2, 2020 – 6:00 P.M.

COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. **CALL TO ORDER**
2. **AGENDA APPROVAL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**
6. **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**
7. **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**
8. **CONSENT AGENDA**
  - a. **Approval of Minutes**
    1. February 17, 2020 Regular Meeting
  - b. **Claims**
    1. Payroll \$3,371,895.67
    2. General Claims \$2,052,543.47
9. **ACTION ON MAYORAL VETOES**
10. **COMMITTEE REPORTS**
  - a. Finance, Utilities and Rules Committee
  - b. Land Use and Special Studies Committee
  - c. All reports designated by the Chair to qualify for placement under this category.
11. **OTHER REPORTS – (at the first meeting of the month specified below):**
  - a. **Carmel Redevelopment Commission (Monthly)**
  - b. Carmel Historic Preservation Commission (Quarterly – January, April, July, October)
  - c. Audit Committee (Bi-annual – May, October)

- d. Redevelopment Authority (Bi-annual – April, October)
- e. Carmel Cable and Telecommunications Commission (Bi-annual – April, October)
- f. Economic Development Commission (Bi-annual – February, August)
- g. Library Board (Annual – February)
- h. Ethics Board (Annual – February)
- i. Public Art Committee (Annual – August)
- j. Parks Department (Quarterly – February, May, August, November)
- k. **Report on the Carmel Music and Film Festival**
- l. All reports designated by the Chair to qualify for placement under this category.

12. **OLD BUSINESS**

- a. **Ninth Reading of Ordinance D-2488-19**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 6, Sections 8-56(d) and 8-58(a); Sponsor(s): Councilor(s) Finkam and Worrell. **Remains in the Finance, Utilities and Rules Committee.**

**Synopsis:**

Ordinance adds vehicle weight restrictions to various City streets.

- b. **Second Reading of Ordinance Z-650-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Rezoning 7 Parcels Located at the Southeast Corner of Meridian Street and Carmel Drive from the MC/Meridian Corridor District to the C2/Mixed Use District; Sponsor: Councilor Rider. **Sent to the Land Use and Special Studies Committee (2/26/20 Meeting Date).**

**Synopsis:**

This ordinance rezones 7 parcels located at the southeast corner of Meridian Street and Carmel Drive to the C2/Mixed Use District for the purpose of facilitating the redevelopment of the Hamilton Crossing retail center.

- c. **Second Reading of Ordinance D-2511-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 6, Article 5, Division III, Section 6-99 and Adding Chapter 6, Article 5, Division III, Section 6-102 to the Carmel City Code; Sponsor(s): Councilor(s) Aasen, Campbell, Kimball, Nelson, Finkam, Rider and Worrell. **Remains in the Finance, Utilities and Rules Committee.**

**Synopsis:**

This ordinance updates and strengthens the welfare protections provided to animals within the City's corporate limits and regulates commercial animal establishments.

13. **PUBLIC HEARINGS**

14. **NEW BUSINESS**

- a. **First Reading of Ordinance D-2512-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Acquisition, Construction and Installation of Certain Improvements for the Sewage Works System of the City of Carmel, Indiana, the

Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of the Revenues of Such System, the Safeguarding of the Interests of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes in Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith ; Sponsor(s): Councilor(s) Finkam and Worrell.

**Synopsis:**

Bond Ordinance authorizing the issuance of revenue bonds payable from the net revenues of the City's sewage works utility to finance various wastewater improvements in the City.

- b. **Resolution CC 03-02-20-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Seeking a Review of Hotel Carmichael Funding; Sponsor(s): Councilor(s) Finkam, Worrell, Rider, Aasen and Kimball

**Synopsis:**

This Resolution seeks a review of Hotel Carmichael funding and procedures.

15. **AGENDA ADD-ON ITEMS**

16. **OTHER BUSINESS**

- a. **Notice of Cancellation of Outstanding Warrants for Fiscal Year 2017 - \$1,054.39 (Acknowledgement Only)**

17. **ANNOUNCEMENTS**

18. **EXECUTION OF DOCUMENTS**

19. **ADJOURNMENT**

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# COMMON COUNCIL MEETING MINUTES

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MONDAY, FEBRUARY 17, 2020 – 6:00 P.M.  
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

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## **MEETING CALLED TO ORDER**

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Council President Laura Campbell; Council Members: Adam Aasen, Kevin D. Rider, Sue Finkam, Anthony Green, Tim Hannon, H. Bruce Kimball, Miles Nelson, Jeff Worrell and Deputy Clerk Jacob Quinn were present.

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

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## **AGENDA APPROVAL**

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Agenda was approved unanimously.

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## **INVOCATION**

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Pastor Andy Stevenson, Northview Church, delivered the Invocation.

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Councilor Finkam led the Pledge of Allegiance.

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## **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**

There were none.

## **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**

Dan Klausner asked for citizens to realize with regard to cost overruns with the Carmichael Hotel, there have been unprecedented increases in the development industry for high end projects.

Matt Milam commented that it was hard for citizens to follow the numbers and the information with regard to the Carmichael Hotel.

Dan Keller stated that he loved the city and supported the vision for the hotel, but that citizens need the information before we become speculative and rush to judgement.

Wendy Smith spoke in favor of ordinance D-2511-20.

Samantha Morton, Humane Society, spoke in favor of Ordinance D-2511-20.

## **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**

46 Councilor Kimball complimented the Street Department on how they dealt with the snow during the last  
47 storm.

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49 Councilor Finkam read a statement from Mayor Brainard concerning Hotel Carmichael.

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51 Councilor Green gave an update on step the Council is taking to deal with the Hotel Carmichael issue.

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53 **CONSENT AGENDA**

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55 Councilor Rider moved to approve the consent agenda. Councilor Finkam seconded. There was no  
56 Council discussion. Council President Campbell called for the vote. The motion was approved 9-0.

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58 a. **Approval of Minutes**

59  
60 1. February 3, 2020 Regular Meeting

61  
62 b. **Claims**

- 63  
64 1. Payroll \$2,954,163.38  
65 2. General Claims \$2,939,254.25  
66 3. Retirement \$99,408.50  
67 4. Wire Transfers \$5,240,874.43

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69 **ACTION ON MAYORAL VETOES**

70  
71 There were none.

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73 **COMMITTEE REPORTS**

74  
75 Councilor Finkam reported that the Finance, Utilities and Rules Committee had met. D-2488-19 remains  
76 in committee, D-2507-19 is returning to Council, the City Engineer gave an update on bonds that were  
77 funded, and

78  
79 Councilor Green reported that the Land Use and Special Studies Committee had not met.

80  
81 **OTHER REPORTS – (at the first meeting of the month specified below):**

82  
83 Bob Swanay gave the annual Library Board report.

84  
85 Douglas Haney, Corporation Counsel, gave the annual Ethics Board report. Councilor Hannon suggested  
86 that city employees receive ethics based training.

87  
88 Michael Klitzing gave the quarterly Parks Department report.

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90 **OLD BUSINESS**

91  
92 Councilor President Campbell announced the **Eighth Reading of Ordinance D-2488-19**; An Ordinance  
93 of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 6, Sections 8-56(d)

94 and 8-58(a); Sponsor(s): Councilor(s) Finkam and Worrell. Item remains in the Finance, Utilities and  
95 Rules Committee.

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97 Councilor President Campbell announced the **Fourth Reading of Ordinance D-2507-19**; An Ordinance  
98 of the Common Council of the City of Carmel, Indiana, Amending Section 8-48 of Chapter 8, Article 5 of  
99 the Carmel City Code. Councilor Finkam announced that the item is returning from the Finance, Utilities  
100 and Rules Committee with a positive 4-0 recommendation. Councilor Finkam moved to approve  
101 Ordinance D-2507-19. Councilor Rider seconded. There was no Council discussion. Council President  
102 Campbell called for the vote. **Ordinance D-2507-19** was approved 9-0

103  
104 **PUBLIC HEARINGS**

105  
106 Councilor President Campbell announced the **First Reading of Ordinance Z-650-20**; An Ordinance of  
107 the Common Council of the City of Carmel, Indiana, Rezoning 7 Parcels Located at the Southeast Corner  
108 of Meridian Street and Carmel Drive from the MC/Meridian Corridor District to the C2/Mixed Use  
109 District. Councilor Rider moved to introduce the item into business. Councilor Finkam seconded.  
110 Adrienne Keeling, Department of Community Services, presented the item to Council. Council President  
111 Campbell opened the public hearing at 7:21 p.m.

112  
113 Jamie Campbell asked what roll the CRC would play in this development, why did it receive a positive  
114 recommendation from the Plan Commission, has there been studies that show we need more mixed use in  
115 that corridor, and if there is already a similar type of availability with the Meridian Corridor why isn't the  
116 city going that route?

117  
118 Seeing no one else who wished to address Council, Council President Campbell closed the public hearing  
119 at 7:23:20 p.m. Council President Campbell referred the item to the Land Use and special Studies  
120 Committee.

121  
122 **NEW BUSINESS**

123  
124 Councilor President Campbell announced the **First Reading of Ordinance D-2511-20**; An Ordinance of  
125 the Common Council of the City of Carmel, Indiana, Amending Chapter 6, Article 5, Division III, Section  
126 6-99 and Adding Chapter 6, Article 5, Division III, Section 6-102 to the Carmel City Code. Councilor  
127 Rider moved to introduce the item into business. Councilor Finkam seconded. Councilor Aasen  
128 introduced the item to Council. Council President Campbell referred the item to the Finance, Utilities and  
129 Rules Committee.

130  
131 Councilor President Campbell announced **Resolution CC 02-17-20-01**; A Resolution of the Common  
132 Council of the City of Carmel, Indiana, Expressing Interest in the Purchase of Certain Properties Valued  
133 at Over \$25,000 and Associated With City Improvement Projects. Councilor Rider moved to introduce  
134 the item into business. Councilor Finkam seconded. Jon Oberlander, Assistant Corporation Counsel,  
135 presented the item to Council. Councilor Finkam moved to approve Resolution CC-02-17-20-01.  
136 Councilor Rider seconded. There was no Council discussion. Council President Campbell called for the  
137 vote. **Resolution CC-02-17-20-01** was approved 9-0

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139 **AGENDA ADD-ON ITEMS**

140  
141 There were none.

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143 **OTHER BUSINESS**

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146 **City Council Appointments**

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149 **City Council Appointments**

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151 Carmel Economic Development Commission (Term Expires 1/31/23, three year term); One appointment.  
152 Councilor Worrell nominated Jeff Maurer. Councilor Rider seconded. Councilor Worrell moved to close  
153 the nominations. Councilor Rider seconded. There was no Council discussion. Jeff Maurer was appointed  
154 by acclamation

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156 **EXECUTION OF DOCUMENT**

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158 **ADJOURNMENT**

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160 Council President Worrell adjourned the meeting at 7:32 p.m.

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162 Respectfully submitted,

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Sue Wolfgang, Clerk

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Approved,

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Laura Campbell, Council President

173 **ATTEST:**

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Sue Wolfgang, Clerk

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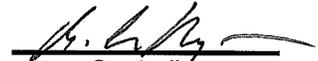
**Total Gross Wages for REGULAR PAYROLL date 2/14/2020**

\$2,420,197.73

**Total Payroll Liabilities for REGULAR PAYROLL dated 2/14/2020**

\$951,697.94

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.

  
Controller

We have examined the foregoing payroll charges, consisting of one page(s), and except for payroll not allowed as shown in this register, such payroll in the total amount of **\$3,371,895.67** is compliance with Section 2-12 of the Carmel City Code.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

\_\_\_\_\_  
Council President

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SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 1  
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
AIM	349637	02/18/20	SUBSCRIPTIONS	1192-4355200	25.00	25.00
ADVENTURE CYCLING ASSOC	349638	02/18/20	LITTLEJOHN	1192-4355200	45.00	45.00
AIM RIGHT FIRE EXT TRAINI	349639	02/18/20	OTHER EXPENSES	651-5023990	558.00	558.00
AMAZON CAPITAL SERVICES	349640	02/18/20	CADLEPOINT	1115-R4238000 103288	70.80	70.80
AMAZON CAPITAL SERVICES	349641	02/18/20	11CWV333RXRR	1110-4239099	53.97	53.97
AMAZON CAPITAL SERVICES	349642	02/18/20	1WTH3Q664HVN	1115-4230200	15.90	15.90
AMAZON CAPITAL SERVICES	349643	02/18/20	19K999QNL69	1207-4350100	75.31	
AMAZON CAPITAL SERVICES	349643	02/18/20	13YK696J3QTX	1207-4350400	29.18	
AMAZON CAPITAL SERVICES	349643	02/18/20	1NXH3RCKCHQW	1207-4350400	137.21	
AMAZON CAPITAL SERVICES	349644	02/18/20	1NXH3RCKDLVH	1702-4230200	19.98	241.70
AMAZON CAPITAL SERVICES	349645	02/18/20	1KMNQ7GX4CCJ	651-5023990	418.88	19.98
AMERICAN INDUSTRIAL SERVI	349646	02/18/20	OTHER EXPENSES	651-5023990	691.11	418.88
AMERICAN PUBLIC WORKS ASS	349647	02/18/20	ORGANIZATION & MEMBER DUE	2201-4355300	208.00	691.11
ANGEL OAKS TREE SERVICE	349648	02/18/20	LANDSCAPE/TREE REMOVAL	1192-R4350400 102930	6,850.00	208.00
APPLIED INDUST TECH INC	349649	02/18/20	OTHER EXPENSES	651-5023990	169.93	6,850.00
APPLIED INDUST TECH INC	349649	02/18/20	OTHER EXPENSES	651-5023990	169.93	
ARCTIC ZONE LLC	349650	02/18/20	CONTRACTED SERVICES	922-R4350900 103578	17,299.33	339.86
ARCTIC ZONE LLC	349650	02/18/20	OTHER CONT SERVICES	922-4350900	51,174.71	
BASTIN LOGAN WATER SERVIC	349651	02/18/20	OTHER EXPENSES	601-5023990	240.00	68,474.04
BASTIN LOGAN WATER SERVIC	349651	02/18/20	OTHER EXPENSES	601-5023990	11,900.00	
BASTIN LOGAN WATER SERVIC	349651	02/18/20	OTHER EXPENSES	601-5023990	11,500.00	
SUSAN BELL	349652	02/18/20	CLEANING SERVICES	911-4350600	100.00	23,640.00
BLUEBEAM INC	349653	02/18/20	ANNUAL MAINTENANCE	1801-4355300 103772	495.00	100.00
BOBCAT OF ANDERSON	349654	02/18/20	OTHER EXPENSES	601-5023990	6,000.00	495.00
BOLDEN'S CLEANERS, INC	349655	02/18/20	DRY CLEANING	1110-4356502	2,055.90	6,000.00
BOONE CO RESOURCE RECOVER	349656	02/18/20	OTHER EXPENSES	601-5023990	690.00	2,055.90
BRENNTAG MID SOUTH INC	349657	02/18/20	OTHER EXPENSES	651-5023990	409.40	690.00
BOBCAT OF ANDERSON	349658	02/18/20	UTILITY VEHICLE	1115-R4465001 103310	23,381.87	409.40
CANNON IV, INC	349659	02/18/20	OFFICE SUPPLIES	1115-4230200	278.96	23,381.87
CARDIAC SCIENCE CORP	349660	02/18/20	ADULT DEFRIB PADS	1110-R4239012 103185	204.00	278.96
CARGILL INC SALT DIVISION	349661	02/18/20	SALT 2019/20	2201-R4236500 103192	10,756.87	204.00
CARGILL INC SALT DIVISION	349661	02/18/20	SALT	2201-R4236500 103546	8,000.00	
CARMEL ARTS BUILDING ASSO	349662	02/18/20	OTHER EXPENSES	651-5023990	449.42	18,756.87



SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 3  
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
ELEMENT MATERIALS TECHNOL	349677	02/18/20	OTHER EXPENSES	651-5023990	243.50	
ELEMENT MATERIALS TECHNOL	349677	02/18/20	OTHER EXPENSES	651-5023990	50.00	
ELEMENT MATERIALS TECHNOL	349677	02/18/20	OTHER EXPENSES	651-5023990	119.30	
EMD MILLIPORE CORP.	349678	02/18/20	OTHER EXPENSES	651-5023990	1,533.00	412.80
ESSENTIAL ARCHITECTURAL S	349679	02/18/20	BUILDING REPAIRS & MAINT	1205-4350100	1,055.00	1,533.00
FASTENAL COMPANY	349680	02/18/20	OTHER EXPENSES	651-5023990	39.65	1,055.00
FEDEX OFFICE	349681	02/18/20	OTHER EXPENSES	651-5023990	118.34	39.65
FLEETPRIDE	349682	02/18/20	REPAIR PARTS	2201-4237000	226.34	118.34
FLUID WASTE SERVICES INC	349683	02/18/20	OTHER EXPENSES	651-5023990	795.00	226.34
FREDERICKS, INC	349684	02/18/20	BUILDING REPAIRS & MAINT	1205-4350100	1,450.00	795.00
G.W. BERKHEIMER CO, INC	349685	02/18/20	OTHER EXPENSES	651-5023990	190.75	1,450.00
GALLS INC.-CHICAGO	349686	02/18/20	UNIFORM ACCESSORIES	1110-4356002	1,019.41	190.75
GALLS INC.-CHICAGO	349686	02/18/20	UNIFORM ACCESSORIES	1110-4356002	336.41	
GARAGE DOOR DOCTOR LLC	349687	02/18/20	OTHER EXPENSES	651-5023990	2,690.47	1,355.82
GARAGE DOORS OF INDIANAPO	349688	02/18/20	OTHER EXPENSES	651-5023990	1,130.00	2,690.47
GRAINGER	349689	02/18/20	OTHER EXPENSES	651-5023990	341.52	1,130.00
GRAINGER	349689	02/18/20	OTHER EXPENSES	601-5023990	341.52	
GRAINGER	349689	02/18/20	OTHER EXPENSES	651-5023990	69.74	
GRAINGER	349689	02/18/20	OTHER EXPENSES	651-5023990	127.68	
GRAYBAR ELECTRIC CO, INC	349690	02/18/20	REPAIR PARTS	1115-4237000	517.70	880.46
H W C ENGINEERING	349691	02/18/20	DRAIN STUDY: HOME PLACE	250-R4350900 103104	4,260.00	517.70
HACH COMPANY	349692	02/18/20	OTHER EXPENSES	651-5023990	635.71	4,260.00
HACH COMPANY	349692	02/18/20	OTHER EXPENSES	651-5023990	1,033.43	
HACH COMPANY	349692	02/18/20	OTHER EXPENSES	651-5023990	167.03	
HACH COMPANY	349692	02/18/20	OTHER EXPENSES	601-5023990	695.09	
HACH COMPANY	349692	02/18/20	OTHER EXPENSES	601-5023990	178.14	
HP INC.	349693	02/18/20	OTHER EXPENSES	651-5023990	25.00	2,709.40
HP INC.	349693	02/18/20	OTHER EXPENSES	651-5023990	298.00	
HP INC.	349693	02/18/20	COMPUTER HARDWARE	1115-R4463201 103401	180.00	
IGA/PGA, INC	349694	02/18/20	ORGANIZATION & MEMBER DUE	1207-4355300	250.00	503.00
I U P P S	349695	02/18/20	OTHER EXPENSES	601-5023990	2,055.80	250.00
IMPACT	349696	02/18/20	ORGANIZATION & MEMBER DUE	1201-4355300	110.00	2,055.80
INDIANA ASSOC OF BLDG OFF	349697	02/18/20	INTERNAL TRAINING FEES	1192-4357001	215.25	110.00
INDIANA DEPT OF ENVIR MGT	349698	02/18/20	OTHER EXPENSES	601-5023990	30,426.60	215.25
INDIANA OFFICE OF TECHNOL	349700	02/18/20	EQUIPMENT MAINT CONTRACTS	1110-4351501	118.57	30,426.60
						118.57

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 4  
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
INDIANA OXYGEN CO	349701	02/18/20	OTHER EXPENSES	651-5023990	68.08	
INDIANA POWER SVC & SUPPL	349702	02/18/20	BUILDING REPAIRS & MAINT	1115-4350100	337.50	68.08
INTELLICORP	349703	02/18/20	OTHER PROFESSIONAL FEES	1110-4341999	16.45	337.50
INTERNATIONAL ASSOC OF CH	349704	02/18/20	ORGANIZATION & MEMBER DUE	1110-4355300	190.00	16.45
INTERNATIONAL ASSOC OF CH	349704	02/18/20	ORGANIZATION & MEMBER DUE	1110-4355300	190.00	
INVOICE CLOUD INC	349705	02/18/20	OTHER EXPENSES	651-5023990	790.12	380.00
INVOICE CLOUD INC	349705	02/18/20	OTHER EXPENSES	601-5023990	790.13	
J & K COMMUNICATIONS, INC	349706	02/18/20	OTHER EXPENSES	601-5023990	1,631.00	1,580.25
JACK DOHENY COMPANIES	349707	02/18/20	OTHER EXPENSES	652-5023990	5,152.00	1,631.00
JACK DOHENY COMPANIES	349707	02/18/20	OTHER EXPENSES	651-5023990	960.00	
JACOB-DIETZ, INC	349708	02/18/20	BUILDING REPAIRS & MAINT	1115-4350100	595.00	6,112.00
JAF PROPERTY SERVICES INC	349709	02/18/20	KEYPAD HARDWARE-OFFICE	1702-4463201 103714	1,867.50	595.00
JAF PROPERTY SERVICES INC	349709	02/18/20	STRUCTURAL IMPROVEMENTS	1205-4350100 103713	1,867.50	
KIESLER POLICE SUPPLY INC	349711	02/18/20	GLOCK 19 GEN4 9MM GNS 5LB	1110-4467003 103732	2,085.00	3,735.00
KIRBY RISK CORPORATION	349712	02/18/20	OTHER EXPENSES	601-5023990	58.16	2,085.00
KIRBY RISK CORPORATION	349712	02/18/20	OTHER EXPENSES	601-5023990	25.76	
KIRBY RISK CORPORATION	349712	02/18/20	OTHER EXPENSES	601-5023990	27.76	
LEACH & RUSSELL	349713	02/18/20	OTHER CONT SERVICES	922-4350900	5,135.00	111.68
LEACH & RUSSELL	349713	02/18/20	OTHER CONT SERVICES	922-4350900	285.00	
LEACH & RUSSELL	349713	02/18/20	OTHER CONT SERVICES	1208-4350900	828.00	
LEACH & RUSSELL	349713	02/18/20	OTHER CONT SERVICES	1208-4350900	7,646.93	
LEACH & RUSSELL	349713	02/18/20	OTHER CONT SERVICES	1208-4350900	3,616.90	
LEACH & RUSSELL	349713	02/18/20	OTHER CONT SERVICES	1208-4350900	4,150.00	
LEE SUPPLY CORP - CARMEL	349714	02/18/20	OTHER EXPENSES	651-5023990	25.30	21,661.83
LIVING WATERS CO.	349715	02/18/20	OTHER EXPENSES	601-5023990	416.51	25.30
LIVING WATERS CO.	349715	02/18/20	OTHER EXPENSES	601-5023990	376.32	
LOWE'S COMPANIES INC	349716	02/18/20	BUILDING REPAIRS & MAINT	1205-4350100	250.86	792.83
M C C I	349717	02/18/20	SOFTWARE MAINT CONTRACTS	1115-4351502	35,846.20	250.86
MACALLISTER MACHINERY CO	349718	02/18/20	OTHER CONT SERVICES	1208-4350900	1,953.00	35,846.20
MENARDS - FISHERS	349719	02/18/20	94917	651-5023990	15.39	1,953.00
MENARDS, INC	349720	02/18/20	89813	2201-4350080	6.98	15.39
MENARDS, INC	349721	02/18/20	90003	1207-4350100	17.97	6.98
MID STATE TRUCK EQUIP COR	349722	02/18/20	OTHER EXPENSES	651-5023990	1,570.00	17.97
MIRAZON GROUP	349723	02/18/20	PROFESSIONAL SERVICES	1115-R4340400 103463	1,530.00	1,570.00
NAPA AUTO PARTS INC	349724	02/18/20	REPAIR PARTS	1110-4237000	780.78	1,530.00
						780.78

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 5  
 acctpayicrm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
NELSON ALARM COMPANY	349725	02/18/20	OTHER EXPENSES	651-5023990	600.00	
NORTHERN TOOL & EQUIPMENT	349726	02/18/20	OTHER EXPENSES	651-5023990	1,239.97	600.00
OURAY SPORTSWEAR LLC	349727	02/18/20	GOLF SOFTGOODS	1207-4356006	181.50	1,239.97
OFFICE DEPOT	349728	02/18/20	FURNITURE & FIXTURES	1702-4463000	24.90	181.50
OFFICE DEPOT INC	349729	02/18/20	OTHER EXPENSES	651-5023990	101.58	24.90
OFFICE DEPOT INC	349729	02/18/20	OTHER EXPENSES	651-5023990	17.58	
OFFICE DEPOT INC	349729	02/18/20	OTHER EXPENSES	651-5023990	174.99	
OFFICE DEPOT INC	349729	02/18/20	OTHER EXPENSES	651-5023990	116.88	
OFFICE DEPOT INC	349729	02/18/20	OTHER MISCELLANEOUS	1115-4239099	19.98	
OFFICE DEPOT INC	349729	02/18/20	2020 OFFICE SUPPLIES	1192-R4230200 103509	27.23	
OLD TOWN ON THE MONON	349730	02/18/20	RENT PAYMENTS	1801-4352500	125.00	458.24
ON RAMP INDIANA INC	349731	02/18/20	WEB PAGE FEES	1115-4355400	885.00	125.00
O'REILLY AUTO PARTS	349732	02/18/20	REPAIR PARTS	2201-4237000	34.75	885.00
P F M CAR & TRUCK CARE CE	349733	02/18/20	MISC VEHICLE REPAIRS	1192-4351000 103757	1,397.95	34.75
PEARSON FORD, INC	349734	02/18/20	AUTO REPAIR & MAINTENANCE	2201-4351000	954.15	1,397.95
PEARSON FORD, INC	349734	02/18/20	OTHER EXPENSES	651-5023990	2,026.39	
PEARSON WHOLESALE PARTS	349735	02/18/20	REPAIR PARTS	2201-4237000	102.36	2,980.54
PEARSON WHOLESALE PARTS	349735	02/18/20	REPAIR PARTS	2201-4237000	3.50	
PEARSON WHOLESALE PARTS	349735	02/18/20	REPAIR PARTS	2201-4237000	10.50	
PLYMATE	349736	02/18/20	OTHER RENTAL & LEASES	1110-4353099	57.24	116.36
PLYMATE	349736	02/18/20	OTHER EXPENSES	651-5023990	116.74	
PLYMATE	349736	02/18/20	OTHER EXPENSES	651-5023990	404.79	
PLYMATE	349736	02/18/20	OTHER EXPENSES	651-5023990	404.79	
PLYMATE	349736	02/18/20	OTHER EXPENSES	601-5023990	215.05	
PUMP PROS INC	349737	02/18/20	OTHER EXPENSES	601-5023990	8,628.03	1,198.61
R E I REAL ESTATE SERVICE	349738	02/18/20	OTHER CONT SERVICES	1208-4350900	440.89	8,628.03
RED WING BUSINESS ADVANTA	349739	02/18/20	20200210020530	2201-4356003	7,938.69	440.89
RITZ SAFETY	349740	02/18/20	OTHER EXPENSES	601-5023990	287.99	7,938.69
RITZ SAFETY	349740	02/18/20	OTHER EXPENSES	601-5023990	214.14	
RUNYON EQUIPMENT RENTAL	349741	02/18/20	OTHER EXPENSES	651-5023990	48.36	502.13
RUNYON EQUIPMENT RENTAL	349741	02/18/20	OTHER EXPENSES	651-5023990	363.00	
RUNYON EQUIPMENT RENTAL	349741	02/18/20	BOTTLED GAS	2201-4231100	72.50	
RUNYON EQUIPMENT RENTAL	349741	02/18/20	BOTTLED GAS	2201-4231100	66.50	
SAFETY RESOURCES	349743	02/18/20	OTHER EXPENSES	651-5023990	2,065.04	550.36
SAGAMORE NEWS MEDIA	349744	02/18/20	OTHER MISCELLANEOUS	2200-4239099	82.49	2,065.04
SHRED-IT USA LLC	349745	02/18/20	OTHER CONT SERVICES	1701-4350900	94.01	82.49
SIMON AND COMPANY INC	349746	02/18/20	OTHER EXPENSES	651-5023990	1,206.00	94.01
SIMON AND COMPANY INC	349746	02/18/20	OTHER EXPENSES	601-5023990	1,206.00	



SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 7  
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
DIRECT TV	349771	02/18/20	CABLE SERVICE	1091-4349500	242.99	
DUKE ENERGY	349772	02/18/20	ELECTRICITY	1125-4348000	14.92	242.99
VECTREN ENERGY	349773	02/18/20	0262017220052318900	1125-4349000	117.71	14.92
VECTREN ENERGY	349773	02/18/20	0262017220050099721	1125-4349000	161.82	
VECTREN ENERGY	349773	02/18/20	0262017220057904133	1091-4349000	49.41	
VECTREN ENERGY	349773	02/18/20	0262127522357844597	1091-4349000	1,920.37	
VECTREN ENERGY	349773	02/18/20	0262017220057844902	1091-4349000	93.00	
ACE-PAK PRODUCTS INC	349774	02/18/20	OTHER MAINT SUPPLIES	1093-4238900	435.35	2,342.31
AMERICAN RED CROSS-HLTH &	349775	02/18/20	SAFETY SUPPLIES	1081-4239012	1,203.97	435.35
KATIANA BRELAND	349776	02/18/20	TRAVEL FEES & EXPENSES	1081-4343000	70.43	1,203.97
CAPITAL ONE COMMERCIAL	349777	02/18/20	REPAIR PARTS	1125-4237000	25.95	70.43
CAPITAL ONE COMMERCIAL	349777	02/18/20	SMALL TOOLS & MINOR EQUIP	1125-4238000	313.78	
CAPITAL ONE COMMERCIAL	349777	02/18/20	OTHER MAINT SUPPLIES	1125-4238900	107.15	
CAPITAL ONE COMMERCIAL	349777	02/18/20	OFFICE SUPPLIES	1125-4230200	38.95	
CAPITAL ONE COMMERCIAL	349777	02/18/20	MISCELLANEOUS SUPPLIES	1125-4239000	32.86	
CAPITAL ONE COMMERCIAL	349777	02/18/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	135.89	
GAYLE CARLSON	349778	02/18/20	REFUNDS AWARDS & INDEMNITY	1096-4358400	26.00	654.58
CARMEL CLAY FOOD & NUTRIT	349779	02/18/20	FOOD & BEVERAGES	1081-4239040	14,355.15	26.00
CARMEL UTILITIES	349780	02/18/20	WATER & SEWER	1125-4348500	174.69	14,355.15
CARMEL UTILITIES	349780	02/18/20	WATER & SEWER	110-4348500	175.18	
CARMEL UTILITIES	349780	02/18/20	WATER & SEWER	1125-4348500	13.85	
CARMEL UTILITIES	349780	02/18/20	WATER & SEWER	1091-4348500	3,710.00	
CINTAS CORPORATION #18	349781	02/18/20	OTHER MAINT SUPPLIES	1093-4238900	493.34	4,073.72
CINTAS CORPORATION #18	349781	02/18/20	OTHER MAINT SUPPLIES	1093-4238900	675.44	
CINTAS CORPORATION #18	349781	02/18/20	OTHER MAINT SUPPLIES	1093-4238900	631.44	
CINTAS	349782	02/18/20	OTHER MAINT SUPPLIES	1093-4238900	577.48	1,800.22
CLEANTELLIGENT SOFTWARE	349783	02/18/20	INFO SYS MAINT/CONTRACTS	1125-4341955	441.00	577.48
CLEANTELLIGENT SOFTWARE	349783	02/18/20	INFO SYS MAINT/CONTRACTS	1091-4341955	441.00	
ELLIS MECHANICAL & ELECTR	349784	02/18/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	361.57	882.00
ELLIS MECHANICAL & ELECTR	349784	02/18/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	1,213.39	
ENVIRONMENTAL LABORATORIE	349785	02/18/20	OTHER CONT SERVICES	1125-4350900	10.50	1,574.96
ENVIRONMENTAL LABORATORIE	349785	02/18/20	OTHER CONT SERVICES	1094-4350900	50.00	
FAIRCHILD COMMUNICATION S	349786	02/18/20	OTHER CONT SERVICES	1093-4350900	360.00	60.50
GRAINGER	349787	02/18/20	OTHER MAINT SUPPLIES	1093-4238900	58.17	360.00
GRAINGER	349787	02/18/20	REPAIR PARTS	1125-4237000	50.56	
GRAYBAR ELECTRIC CO, INC	349788	02/18/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	67.70	108.73
GREEN TOUCH SERVICES, INC	349789	02/18/20	GROUNDS MAINTENANCE	1093-4350400	1,350.00	67.70
GREEN TOUCH SERVICES, INC	349789	02/18/20	GROUNDS MAINTENANCE	1093-4350400	2,475.00	
GREEN TOUCH SERVICES, INC	349789	02/18/20	GROUNDS MAINTENANCE	110-4350400	900.00	
GREEN TOUCH SERVICES, INC	349789	02/18/20	MIDTOWN MONON LANDSCAPE	1125-R4350400 53517	2,114.00	

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 8  
 acctpaylcrm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
HOBBY LOBBY STORES	349790	02/18/20	SPECIAL PROJECTS	1125-4359000	28.78	6,839.00
HOBBY LOBBY STORES	349790	02/18/20	GENERAL PROGRAM SUPPLIES	1081-4239039	122.06	
HOBBY LOBBY STORES	349790	02/18/20	GENERAL PROGRAM SUPPLIES	1081-4239039	187.10	
HOBBY LOBBY STORES	349790	02/18/20	GENERAL PROGRAM SUPPLIES	1096-4239039	208.65	
HOOSIER PORTABLE RESTROOM	349791	02/18/20	2019-20 INLOW PARK PORT-A	1125-R4350400 53713	640.00	546.59
HYLANT GROUP	349792	02/18/20	GENERAL INSURANCE	1125-4347500	30,222.00	640.00
HYLANT GROUP	349792	02/18/20	GENERAL INSURANCE	1091-4347500	119,251.00	
HYLANT GROUP	349792	02/18/20	GENERAL INSURANCE	110-4347500	4,802.00	
INDIANA UNIVERSITY	349793	02/18/20	MARKETING & PROMOTIONS	1081-4341991	75.00	154,275.00
INDIANA UNIVERSITY	349793	02/18/20	MARKETING & PROMOTIONS	1091-4341991	75.00	
MOE'S SOUTHWEST GRILL	349794	02/18/20	GENERAL PROGRAM SUPPLIES	1081-4239039	100.00	150.00
MOE'S SOUTHWEST GRILL	349794	02/18/20	OFFICE SUPPLIES	1081-4230200	158.49	
NORTHERN SAFETY CO, INC	349795	02/18/20	SAFETY SUPPLIES	1125-4239012	66.18	258.49
OAK SECURITY GROUP, LLC	349796	02/18/20	BUILDING REPAIRS & MAINT	1093-4350100	2,260.16	66.18
ON RAMP INDIANA INC	349797	02/18/20	BUILDING REPAIRS & MAINT	1125-4350100	613.80	2,260.16
ON RAMP INDIANA INC	349797	02/18/20	INFO SYS MAINT/CONTRACTS	1081-4341955	613.80	
ON RAMP INDIANA INC	349797	02/18/20	INFO SYS MAINT/CONTRACTS	1091-4341955	613.80	
ONEZONE	349798	02/18/20	ORGANIZATION & MEMBER DUE	1091-4355300	50.00	1,841.40
JAMES RANSFORD	349799	02/18/20	CELLULAR PHONE FEES	1091-4344100	25.00	50.00
READY REFRESH BY NESTLE	349800	02/18/20	OTHER CONT SERVICES	1125-4350900	103.32	25.00
READY REFRESH BY NESTLE	349800	02/18/20	OTHER CONT SERVICES	1091-4350900	120.31	
READY REFRESH BY NESTLE	349800	02/18/20	OTHER CONT SERVICES	1092-4350900	44.31	
READY REFRESH BY NESTLE	349800	02/18/20	OTHER CONT SERVICES	1094-4350900	44.31	
SMITHGROUP INC	349801	02/18/20	DESIGN SERVICE-CLAY TWNSP	106-4460708 54125	42,894.61	312.25
STAPLES BUSINESS ADVANTAG	349802	02/18/20	OFFICE SUPPLIES	1091-4230200	118.79	42,894.61
STAPLES BUSINESS ADVANTAG	349802	02/18/20	OFFICE SUPPLIES	1081-4230200	95.06	
STAPLES BUSINESS ADVANTAG	349802	02/18/20	GENERAL PROGRAM SUPPLIES	1081-4239039	365.14	
STAPLES BUSINESS ADVANTAG	349802	02/18/20	OFFICE SUPPLIES	1091-4230200	-24.87	
STAPLES BUSINESS ADVANTAG	349802	02/18/20	OFFICE SUPPLIES	1091-4230200	24.87	
STAPLES BUSINESS ADVANTAG	349802	02/18/20	OFFICE SUPPLIES	1091-4230200	91.93	
STAPLES BUSINESS ADVANTAG	349802	02/18/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	470.00	
THE W-T GROUP LLC	349803	02/18/20	OTHER CONT SERVICES	1082-4350900	458.00	1,140.92
WNA SERVICES CO	349804	02/18/20	MARKETING & PROMOTIONS	1091-4341991	585.30	458.00
WOODLAND BOWL	349805	02/18/20	GENERAL PROGRAM SUPPLIES	1096-4239039	152.96	585.30
WOODLAND BOWL	349805	02/18/20	GENERAL PROGRAM SUPPLIES	1096-4239039	102.70	
WORLD ARTS INC	349806	02/18/20	MARKETING & PROMOTIONS	1091-4341991	124.82	255.66
WORLD ARTS INC	349806	02/18/20	MARKETING & PROMOTIONS	1091-4341991	-12.11	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	GASOLINE	1120-4231400	3,380.64	112.71
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	DIESEL FUEL	1120-4231300	5,730.45	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	GASOLINE	1110-4231400	23,576.01	

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 9  
 acctpay1crn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	GASOLINE	2200-4231400		334.30	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	OTHER MISCELLANEOUS	2201-4239099		10.00	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	GASOLINE	2201-R4231400	103545	7,845.02	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	LP GLASS	2201-R4231100	103543	34.05	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	DIESEL FUEL-2017E	2201-R4231300	101087	6,334.20	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	OTHER EXPENSES	601-5023990		9,251.25	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	OTHER EXPENSES	651-5023990		2,292.03	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	2020 FUEL DOCS VEHICLES	1192-R4231400	103379	1,017.98	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	GASOLINE	1115-4231400		467.19	
CARMEL CLAY SCHOOLS-FUEL	349807	02/19/20	GASOLINE	1205-4231400		282.85	
							60,555.97
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	9.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	44.52	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	9.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	20.06	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	14.00	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	74.19	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	9.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	138.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	377.45	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	9.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	18.60	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	152.19	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	3,733.57	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1205-R4348000	103598	9.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1801-4348000		630.12	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1801-4348000		218.69	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1801-4348000		59.12	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		62.24	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		57.53	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		630.05	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		80.29	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1206-4348000		778.63	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1206-4348000		2,389.78	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		9.39	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		9.80	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		443.13	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		59.48	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		189.25	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		66.45	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		47.23	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		87.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		85.39	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		59.57	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		59.65	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		98.05	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		83.94	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		110.90	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		226.16	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		73.65	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		13.64	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		33.29	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		20.19	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		212.56	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		41.60	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		62.62	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		80.96	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000		138.56	

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 10  
 acctpay1crm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	9.01	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	48.79	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	37.84	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	57.61	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	65.45	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	7.75	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	31.93	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	16.69	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	12.90	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	84.72	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	42.44	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	44.42	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	240.57	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	36.42	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	290.37	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	27.07	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	44.76	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	46.13	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	28.74	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	277.10	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	63.02	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	2201-4348000	137.35	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	601-5023990	86.17	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	42.11	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	601-5023990	42.10	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	53.72	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	601-5023990	53.71	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	175.31	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	601-5023990	175.31	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	601-5023990	119.04	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	119.04	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	325.97	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	60.03	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	32.94	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	104.83	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	90.45	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	7,400.44	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	16.99	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	43.80	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	52.73	
DUKE ENERGY	349812	02/19/20	OTHER EXPENSES	651-5023990	63.48	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1208-4348000	9,690.94	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1208-4348000	17,749.53	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1208-4348000	14.00	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1115-4348000	2,031.81	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1110-4348000	2,997.66	
DUKE ENERGY	349812	02/19/20	ELECTRICITY	1120-4348000	2,093.67	
IPL	349813	02/19/20	OTHER EXPENSES	651-5023990		57,123.42
IPL	349813	02/19/20	OTHER EXPENSES	601-5023990	1,982.22	
IPL	349813	02/19/20	OTHER EXPENSES	651-5023990	38,231.47	
IPL	349813	02/19/20	ELECTRICITY	2201-4348000	21,848.47	
IPL	349813	02/19/20	ELECTRICITY	2201-4348000	7.98	
IPL	349813	02/19/20	ELECTRICITY	1110-4348000	1,610.61	
IPL	349813	02/19/20	ELECTRICITY	1110-4348000	414.78	
VECTREN ENERGY	349814	02/19/20	0262127522358577605	1208-4349000		64,095.53
VECTREN ENERGY	349814	02/19/20	0260038568358029197	601-5023990	2,049.08	
VECTREN ENERGY	349814	02/19/20	0260038568356974409	601-5023990	380.47	
VECTREN ENERGY	349814	02/19/20	0260038568356974409	601-5023990	587.69	

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 11  
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
VECTREN ENERGY	349814	02/19/20	0260038568354552002	601-5023990	335.47	
VECTREN ENERGY	349814	02/19/20	0260038568351218692	601-5023990	737.83	
VECTREN ENERGY	349814	02/19/20	0260038568357418312	601-5023990	94.82	
VECTREN ENERGY	349814	02/19/20	026002558165731213GAS	2201-4349000	168.83	
VECTREN ENERGY	349814	02/19/20	0260025581657312152	2201-4349000	714.07	
VECTREN ENERGY	349814	02/19/20	0260025581657312205	2201-4349000	904.83	
VECTREN ENERGY	349814	02/19/20	02620127220055907731	1206-4349000	83.23	
VECTREN ENERGY	349814	02/19/20	0260025581658779726	1206-4349000	18.62	
VECTREN ENERGY	349814	02/19/20	0262059300055928376	1207-4349000	336.16	
VECTREN ENERGY	349814	02/19/20	0262059300050108832	1207-4349000	218.68	
VECTREN ENERGY	349814	02/19/20	0262016739554535436	1120-4349000	420.62	
VECTREN ENERGY	349814	02/19/20	0260025581653982962	1115-4349000	206.01	
VERIZON WIRELESS	349815	02/19/20	OTHER EXPENSES	651-5023990	1,933.40	7,256.41
VERIZON WIRELESS	349816	02/19/20	TELEPHONE LINE CHARGES	911-4344000	146.52	1,933.40
VERIZON WIRELESS	349817	02/19/20	TELEPHONE LINE CHARGES	911-4344000	100.01	146.52
EVIE ANDERSON	349818	02/19/20	EXTERNAL TRAINING TRAVEL	2201-4343002	671.64	100.01
KURT ANDERSON	349819	02/19/20	OTHER CONT SERVICES	250-4350900	385.00	671.64
AQUA FALLS BOTTLED WATER	349820	02/19/20	OFFICE SUPPLIES	1192-4230200	10.00	385.00
AT&T	349821	02/19/20	INTERNET LINE CHARGES	1207-4344200	41.95	10.00
MATTHEW BICKEL	349822	02/19/20	OTHER EXPENSES	601-5023990	56.00	41.95
BRIGHT HOUSE NETWORKS	349823	02/19/20	000682601020220	1205-4349500	140.48	56.00
BRIGHT HOUSE NETWORKS	349824	02/19/20	001377102020420	2201-4350900	83.88	140.48
BUREAU OF MOTOR VEHICLES	349825	02/19/20	OTHER FEES & LICENSES	2201-4358300	150.00	83.88
TIMOTHY BYRNE	349826	02/19/20	EXTERNAL TRAINING TRAVEL	1110-4343002	689.96	150.00
CARMEL UTILITIES	349827	02/19/20	WATER & SEWER	1206-4348500	2,975.19	689.96
CARMEL UTILITIES	349827	02/19/20	WATER & SEWER	1801-4348500	347.71	
CARMEL UTILITIES	349827	02/19/20	WATER & SEWER	1115-4348500	66.26	
CARMEL UTILITIES	349827	02/19/20	WATER & SEWER	1110-4348500	37.15	
CARMEL UTILITIES	349827	02/19/20	WATER & SEWER	1110-4348500	524.00	
CARMEL UTILITIES	349827	02/19/20	WATER & SEWER	1205-4348500	991.44	
CARMEL UTILITIES	349827	02/19/20	WATER & SEWER	1120-4348500	633.05	
GARY CARTER	349828	02/19/20	OTHER MISCELLANEOUS	1120-4239099	190.60	5,574.80
JERRY CLOUD	349829	02/19/20	OTHER EXPENSES	601-5023990	56.00	190.60
CORE & MAIN	349830	02/19/20	OTHER EXPENSES	601-5023990	37.44	56.00
CORE & MAIN	349830	02/19/20	OTHER EXPENSES	601-5023990	168.75	
CORE & MAIN	349830	02/19/20	OTHER EXPENSES	601-5023990	132.20	
CORE & MAIN	349830	02/19/20	OTHER EXPENSES	601-5023990	84.00	
CORE & MAIN	349830	02/19/20	OTHER EXPENSES	601-5023990	2,024.49	
CORE & MAIN	349830	02/19/20	OTHER EXPENSES	601-5023990	209.40	
CORE & MAIN	349830	02/19/20	OTHER EXPENSES	601-5023990	223.40	
MARIE DOAN	349831	02/19/20	EXTERNAL TRAINING TRAVEL	1110-4343002	347.96	2,879.68

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 12  
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
GARY DUFEK	349832	02/19/20	SAFETY SUPPLIES	1120-4239012	14.97	347.96
CARTER EIFERT	349833	02/19/20	TRAINING SEMINARS	210-4357000	11.75	14.97
JENELL FAIRMAN	349834	02/19/20	ORGANIZATION & MEMBER DUE	1801-4355300	85.00	11.75
JENELL FAIRMAN	349834	02/19/20	EXTERNAL TRAINING TRAVEL	1801-4343002	5.00	
JENELL FAIRMAN	349834	02/19/20	EXTERNAL TRAINING TRAVEL	1801-4343002	85.00	175.00
JAIMIE FOREMAN	349835	02/19/20	OTHER EXPENSES	601-5023990	114.00	114.00
MARY JEANNE GALDABINI-MCK	349836	02/19/20	VISIT REFUND	1096-4358400	8.00	8.00
LARYSA GLASPIE	349837	02/19/20	OFFICE SUPPLIES	1801-4230200	10.10	
LARYSA GLASPIE	349837	02/19/20	POSTAGE	1801-4342100	44.57	54.67
STEPHEN GROSS	349838	02/19/20	29D01-1405-MI-004640	911-4350900	8,216.00	8,216.00
DAVID HABOUSH	349839	02/19/20	EXTERNAL TRAINING TRAVEL	1120-4343002	1,909.63	
DAVID HABOUSH	349839	02/19/20	PROMOTIONAL FUNDS	1120-4355100	250.00	2,159.63
HAMILTON COUNTY AUDITOR-P	349840	02/19/20	OTHER EXPENSES	210-5023990	4,275.00	
HAMILTON COUNTY AUDITOR-P	349840	02/19/20	OTHER EXPENSES	210-5023990	6,270.00	10,545.00
HAMILTON COUNTY REPORTER	349841	02/19/20	PUBLICATION OF LEGAL ADS	2201-4345500	33.01	33.01
INDUSTRIAL HYDRAULICS INC	349842	02/19/20	OTHER EXPENSES	651-5023990	843.57	843.57
RACHEL KEESLING	349843	02/19/20	EXTERNAL INSTRUCT FEES	1192-4357004	425.00	425.00
JOHN KELSEY	349844	02/19/20	OTHER EXPENSES	601-5023990	26.34	26.34
KONICA MINOLTA BUSINESS S	349845	02/19/20	OTHER EXPENSES	651-5023990	31.55	
KONICA MINOLTA BUSINESS S	349845	02/19/20	OTHER EXPENSES	651-5023990	3.32	34.87
KONICA MINOLTA PREMIER FI	349846	02/19/20	OTHER RENTAL & LEASES	1801-4353099	580.99	580.99
GEORGE LI	349847	02/19/20	OTHER EXPENSES	601-5023990	11,498.53	11,498.53
DAVID LITTLEJOHN	349848	02/19/20	EXTERNAL INSTRUCT FEES	1192-4357004	645.00	
DAVID LITTLEJOHN	349848	02/19/20	EXTERNAL INSTRUCT FEES	1192-4357004	450.00	1,095.00
AMY LUNN	349849	02/19/20	EXTERNAL TRAINING TRAVEL	2201-4343002	195.00	195.00
BLAINE MALLABER	349850	02/19/20	OTHER FEES & LICENSES	1110-4358300	315.00	315.00
MARQUIS COMMERCIAL SOLUTI	349851	02/19/20	FESTIVAL/COMMUNITY EVENTS	1203-4359003	450.00	450.00
MICHAEL MCNEELY	349852	02/19/20	SOFTWARE	102-4463202	106.99	106.99
METRO FIBERNET LLC	349853	02/19/20	OTHER EXPENSES	601-5023990	1,350.00	1,350.00
EVERSTREAM GLC HOLDING CO	349854	02/19/20	INTERNET LINE CHARGES	1115-4344200	1,060.00	1,060.00
JAMES MITCHELL	349855	02/19/20	TUITION REIMBURSEMENT	1120-4128000	1,034.64	1,034.64
LISA MOTZ	349856	02/19/20	OFFICE SUPPLIES	1192-4230200	17.98	17.98



SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 14  
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
TREASURER OF STATE	349879	02/19/20	EXTERNAL TRAINING TRAVEL	1110-4343002	40.00	
TRICO REGIONAL SEWER UTIL	349880	02/19/20	OTHER EXPENSES	601-5023990	112.23	520.00
TRICO REGIONAL SEWER UTIL	349880	02/19/20	OTHER EXPENSES	601-5023990	92.21	
KONICA MINOLTA PREMIER FI	349881	02/19/20	OTHER EXPENSES	651-5023990	27.00	204.44
WEX BANK	349882	02/19/20	GASOLINE	1110-4231400	459.15	27.00
WEX BANK	349883	02/19/20	GASOLINE	1110-4231400	999.52	459.15
WINDSTREAM	349884	02/19/20	TELEPHONE LINE CHARGES	1207-4344000	389.68	999.52
XEROX CORP	349885	02/19/20	OTHER EXPENSES	651-5023990	241.83	389.68
XEROX CORP	349885	02/19/20	OTHER EXPENSES	601-5023990	241.84	
GEORGE DAVIS	349886	02/19/20	LIBRARY REF MATERIALS	1110-4469000	21.10	483.67
AAA EXTERMINATING INC	349887	02/20/20	BUILDING REPAIRS & MAINT	1110-4350100	70.00	21.10
ACE VACUUMS	349888	02/20/20	EQUIPMENT REPAIRS & MAINT	1120-4350000	59.90	70.00
ACE-PAK PRODUCTS INC	349889	02/20/20	OTHER MISCELLANEOUS	1120-4239099	673.72	59.90
AMAZON CAPITAL SERVICES	349890	02/20/20	BOOKS/MEDIA URBAN FORESTR	1192-R4239002 103508	381.25	673.72
AMAZON CAPITAL SERVICES	349891	02/20/20	1P3H9N1YYMJG	1115-4463000 103770	399.98	381.25
AMAZON CAPITAL SERVICES	349892	02/20/20	13J7YD9H4L4X	1120-4239099	123.92	399.98
AMAZON CAPITAL SERVICES	349892	02/20/20	1X4GT6667MY7	1120-4239099	419.86	
AMAZON CAPITAL SERVICES	349892	02/20/20	OFFICE SUPPLIES	1120-4230200	29.99	
AMAZON CAPITAL SERVICES	349892	02/20/20	1VXFCMT6RG36	102-4463201	188.97	
AMAZON CAPITAL SERVICES	349892	02/20/20	1RMD4NMPNGVQ	1120-4237000	482.90	
AMAZON CAPITAL SERVICES	349892	02/20/20	1GTP7HD7G3Y4	1120-4237000	39.95	
AMAZON CAPITAL SERVICES	349892	02/20/20	1MM7NQOYLKPN	1120-4237000	1.98	
AMAZON CAPITAL SERVICES	349892	02/20/20	1RTVQVJ364JD	102-4467099	2,908.06	
AMAZON CAPITAL SERVICES	349893	02/20/20	1GWYHXWN46XL	651-5023990	288.79	4,195.63
AMAZON CAPITAL SERVICES	349893	02/20/20	1RMG4W9PKLFD	651-5023990	45.34	
AMAZON CAPITAL SERVICES	349893	02/20/20	1RWNHP6LDH4G	651-5023990	25.56	
AMAZON CAPITAL SERVICES	349893	02/20/20	1RWNHP6LDH4G	651-5023990	19.99	
ARAB TERMITE & PEST CONTR	349894	02/20/20	OTHER CONT SERVICES	1120-4350900	33.00	379.68
ARAB TERMITE & PEST CONTR	349894	02/20/20	OTHER CONT SERVICES	1120-4350900	33.00	
ARAB TERMITE & PEST CONTR	349894	02/20/20	OTHER CONT SERVICES	1120-4350900	66.00	
ARAB TERMITE & PEST CONTR	349894	02/20/20	OTHER CONT SERVICES	1120-4350900	60.00	
ARAB TERMITE & PEST CONTR	349894	02/20/20	OTHER CONT SERVICES	1120-4350900	60.00	
ARAB TERMITE & PEST CONTR	349894	02/20/20	OTHER CONT SERVICES	1120-4350900	33.00	
ARTISTS DEVELOPMENT COMPA	349895	02/20/20	2019 MUSIC ON MONON/MAIN	1203-R4359003 102475	1,000.00	285.00
AUDIO INFERNO LLC	349896	02/20/20	FESTIVAL/COMMUNITY EVENTS	1203-4359003	800.00	1,000.00
AUTOZONE INC	349897	02/20/20	OTHER EXPENSES	601-5023990	11.99	800.00
B & B INSTRUMENTS INC	349898	02/20/20	OTHER EXPENSES	601-5023990	798.70	11.99
BASTIN LOGAN WATER SERVIC	349899	02/20/20	OTHER EXPENSES	601-5023990	508.30	798.70

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 15  
 acctpay1crn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
BASTIN LOGAN WATER SERVIC	349899	02/20/20	OTHER EXPENSES	601-5023990	11,500.00	
BATTERIES PLUS BULBS	349900	02/20/20	REPAIR PARTS	1120-4237000	47.00	12,008.30
SUSAN BELL	349901	02/20/20	EXTERNAL TRAINING TRAVEL	1110-4343002	347.96	47.00
BETH MAIER PHOTOGRAPHY	349902	02/20/20	EVENT PHOTOGRAPHY SERVICE	1203-R4359003 102522	75.00	347.96
BILL ESTES CHEVROLET	349903	02/20/20	REPAIR PARTS	1110-4237000	74.32	75.00
BILL ESTES CHEVROLET	349903	02/20/20	REPAIR PARTS	1110-4237000	363.07	
BOLDEN'S CLEANING & RESTO	349904	02/20/20	BUILDING REPAIRS & MAINT	1120-4350100	3,937.59	437.39
BOUND TREE MEDICAL LLC	349905	02/20/20	SPECIAL DEPT SUPPLIES	102-4239011	28.50	3,937.59
BOUND TREE MEDICAL LLC	349905	02/20/20	SPECIAL DEPT SUPPLIES	102-4239011	8.40	
BOUND TREE MEDICAL LLC	349905	02/20/20	SPECIAL DEPT SUPPLIES	102-4239011	672.28	
BROAD RIPPLE LOCK SERVICE	349906	02/20/20	BUILDING REPAIRS & MAINT	1110-4350100	85.00	709.18
BROAD RIPPLE LOCK SERVICE	349906	02/20/20	BUILDING REPAIRS & MAINT	1110-4350100	245.00	
BUSINESS FURNITURE LLC	349907	02/20/20	BILLING FURNITURE	102-4463000 103645	7,050.50	330.00
C T W ELECTRICAL CO, INC	349908	02/20/20	REPAIR PARTS	2201-4237000	84.06	7,050.50
C T W ELECTRICAL CO, INC	349908	02/20/20	REPAIR PARTS	2201-4237000	31.18	
CALDERON TEXTILES INC	349909	02/20/20	LINENS & BLANKETS	1120-4239001	2,990.75	115.24
CARGILL INC SALT DIVISION	349910	02/20/20	SALT	2201-4236500 103638	3,032.56	2,990.75
CARGILL INC SALT DIVISION	349910	02/20/20	SALT	2201-4236500 103638	27,759.38	
CARGILL INC SALT DIVISION	349910	02/20/20	SALT	2201-4236500 103638	44,039.15	
CARGILL INC SALT DIVISION	349910	02/20/20	SALT	2201-4236500 103638	29,954.89	
CARGILL INC SALT DIVISION	349910	02/20/20	SALT	2201-4236500 103638	15,984.05	
CARMEL CITY CENTER LLC	349911	02/20/20	GARAGE MAINTENANCE	1206-4350900 103625	1,410.23	120,770.03
CARMEL CLAY HISTORICAL SO	349912	02/20/20	ARCHIVING SERVICES	1203-4341999 103674	2,330.00	1,410.23
CARMEL ROAD RACING GROUP	349913	02/20/20	BOOTH-FITNESS EXPO	1110-4346000	250.00	2,330.00
CARMEL TROPHIES PLUS LLC	349914	02/20/20	OTHER CONT SERVICES	1120-4350900	120.00	250.00
CARMEL TROPHIES PLUS LLC	349914	02/20/20	OFFICE SUPPLIES	1702-4230200	67.00	
CARMEL WELDING & SUPP INC	349915	02/20/20	OTHER EXPENSES	651-5023990	.68	187.00
CENTER FOR THE PERFORMING	349916	02/20/20	MLK JR PROGRAM RENTAL/RES	1203-R4359003 103416	6,037.50	.68
CERES SOLUTIONS	349917	02/20/20	DIESEL FUEL	2201-4231300	1,089.16	6,037.50
CERES SOLUTIONS	349917	02/20/20	DIESEL FUEL	2201-4231300	636.80	
CHAPMAN ELEC SUPPLY INC	349918	02/20/20	OTHER EXPENSES	601-5023990	263.88	1,725.96
CHAPMAN ELEC SUPPLY INC	349918	02/20/20	OTHER EXPENSES	601-5023990	63.41	
CHILDRENS THERAPLAY FOUND	349919	02/20/20	HORSEPOWER 500 EVENT	1203-4359003 103774	1,500.00	327.29
CINTAS CORPORATION #18	349920	02/20/20	LAUNDRY SERVICE	2201-4356501	579.40	1,500.00
CINTAS CORPORATION #18	349920	02/20/20	LAUNDRY SERVICE	2201-4356501	197.12	
CINTAS	349921	02/20/20	OTHER EXPENSES	651-5023990	336.03	776.52



SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 17  
 acctpay1crml

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
FIRESTONE TIRE & SERVICE	349937	02/20/20	TIRES X 34	1110-4232000	103766	4,292.84	
FLEETPRIDE	349938	02/20/20	REPAIR PARTS	1120-4237000		226.34	4,292.84
FLEETPRIDE	349938	02/20/20	REPAIR PARTS	2201-4237000		839.56	
FLEETPRIDE	349938	02/20/20	REPAIR PARTS	2201-4237000		1,307.88	
REAGAN OUTDOOR ADVERTISIN	349939	02/20/20	2019 HOLIDAY ADVERTISING	1203-R4359003	103169	5,250.00	2,373.78
GRM MGMT SERVICES OF IN	349940	02/20/20	OTHER PROFESSIONAL FEES	502-4341999		127.65	5,250.00
GENUINE PARTS COMPANY-IND	349941	02/20/20	OTHER EXPENSES	651-5023990		1,536.07	127.65
GEORGE E BOOTH CO INC	349942	02/20/20	OTHER EXPENSES	601-5023990		507.29	1,536.07
GORDON FLESCH CO., INC.	349943	02/20/20	EQUIPMENT MAINT CONTRACTS	1120-4351501		63.50	507.29
GRAINGER	349944	02/20/20	OTHER EXPENSES	601-5023990		79.49	63.50
GRAINGER	349944	02/20/20	OTHER EXPENSES	651-5023990		2.33	
GRAINGER	349945	02/20/20	OFFICE SUPPLIES	1110-4230200		38.90	81.82
HAMILTON COUNTY SWCD	349946	02/20/20	OTHER EXPENSES	601-5023990		2,000.00	38.90
HENRY SCHEIN INC	349947	02/20/20	SPECIAL DEPT SUPPLIES	102-4239011		642.68	2,000.00
HOLLYWOODS BUMP & GRIND	349948	02/20/20	VEHICLE REPAIRS	1110-R4351000	103245	1,119.40	642.68
HOLLYWOODS BUMP & GRIND	349948	02/20/20	VEHICLE REPAIRS	1110-4351000	103687	967.96	
HP INC.	349949	02/20/20	BILLING COMPUTERS	102-4463201	103659	1,417.10	2,087.36
HP INC.	349949	02/20/20	VANDYKE COMPUTER	102-4463201	103651	708.55	
HP INC.	349949	02/20/20	VANDYKE COMPUTER	102-4463201	103651	10.00	
HP INC.	349949	02/20/20	OTHER EXPENSES	651-5023990		845.95	
HP INC.	349949	02/20/20	OTHER EXPENSES	651-5023990		718.55	
FERGUSON FACILITIES SUPPL	349950	02/20/20	OTHER EXPENSES	651-5023990		267.92	3,700.15
FERGUSON FACILITIES SUPPL	349950	02/20/20	OTHER EXPENSES	651-5023990		225.81	
FERGUSON FACILITIES SUPPL	349950	02/20/20	OTHER EXPENSES	651-5023990		163.65	
FERGUSON FACILITIES SUPPL	349950	02/20/20	OTHER EXPENSES	651-5023990		11.13	
HYLANT GROUP	349951	02/20/20	OTHER PROFESSIONAL FEES	1192-4341999		50.00	668.51
I.C.O. TRAINING FUND	349952	02/20/20	OTHER EXPENSES	210-5023990		12.00	50.00
INDIANA ALARM LLC	349953	02/20/20	EQUIPMENT MAINT CONTRACTS	1205-4351501		335.00	12.00
INDIANA CONSTRUCTION ROUN	349954	02/20/20	ORGANIZATION & MEMBER DUE	1192-4355300		1,500.00	335.00
INDIANA DESIGN CENTER, LL	349955	02/20/20	GARAGE MAINTENANCE	1206-R4350900	102484	1,515.79	1,500.00
INDIANA DESIGN CENTER, LL	349955	02/20/20	GARAGE MAINTENANCE	1206-4350900	103633	835.11	
INDIANA NEWSPAPERS, INC	349956	02/20/20	SUBSCRIPTIONS	1192-4355200		692.38	2,350.90
INDIANA OXYGEN CO	349957	02/20/20	BOTTLED GAS	2201-4231100		168.06	692.38
INDIANA OXYGEN CO	349957	02/20/20	REPAIR PARTS	2201-4237000		51.15	
INDIANA STATE POLICE	349958	02/20/20	OTHER EXPENSES	210-5023990		479.00	219.21
INSIGHT PUBLIC SECTOR, IN	349959	02/20/20	KEMP ENTERPRISE SUBSCRIPT	1115-4355600	103768	1,540.00	479.00

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 18  
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
INTERNATL CONF OF POLICE	349960	02/20/20	ORGANIZATION & MEMBER DUE	1110-4355300	125.00	1,540.00
INTERNTL ASSOC OF ARSON I	349961	02/20/20	ORGANIZATION & MEMBER DUE	1120-4355300	840.00	125.00
IRVING MATERIALS INC	349962	02/20/20	GRAVEL	2201-4236000	189.22	840.00
J2 CLOUD SERVICES, INC.	349963	02/20/20	OTHER EXPENSES	252-5023990	167.49	189.22
JACOB-DIETZ, INC	349964	02/20/20	BUILDING REPAIRS & MAINT	1120-4350100	789.80	167.49
KIRBY RISK CORPORATION	349965	02/20/20	OTHER EXPENSES	651-5023990	328.01	789.80
KIRBY RISK CORPORATION	349965	02/20/20	OTHER EXPENSES	651-5023990	45.54	
KIRBY RISK CORPORATION	349965	02/20/20	OTHER EXPENSES	651-5023990	18.24	
KIRBY RISK CORPORATION	349965	02/20/20	OTHER EXPENSES	601-5023990	173.74	
KIRBY RISK CORPORATION	349965	02/20/20	OTHER EXPENSES	601-5023990	8.86	
KLEIN & ALVAREZ PRODUCTIO	349966	02/20/20	CITY PROMOTION ADVERTISIN	1203-4346500	425.00	574.39
KROGER CO	349967	02/20/20	TRAVEL & LODGING	1110-4343003	147.47	425.00
KRONOS	349968	02/20/20	CLOUD UPGRADE WORKFORCE	102-R4463202 101917	12.83	147.47
LEHMAN'S INC. MECHANICAL	349969	02/20/20	BUILDING REPAIRS & MAINT	1120-4350100	336.50	12.83
LEXISNEXIS	349970	02/20/20	SUBSCRIPTIONS	1203-4355200	552.00	336.50
LIVING WATERS CO.	349971	02/20/20	OTHER EXPENSES	601-5023990	230.83	552.00
LUNA LANGUAGE SERVICES	349972	02/20/20	INTERPRETER FEES	506-4341954	130.00	230.83
MARTIN DIVERSIFIED SERVIC	349973	02/20/20	OTHER EXPENSES	651-5023990	950.00	130.00
MEG & ASSOCIATES LLC	349974	02/20/20	EVENT PLANNING & MEDIA	1203-4359003 103658	4,100.00	950.00
MENARDS - FISHERS	349975	02/20/20	94691	651-5023990	88.62	4,100.00
MENARDS - FISHERS	349975	02/20/20	95337	651-5023990	19.28	
MENARDS, INC	349976	02/20/20	89839	601-5023990	142.91	107.90
MENARDS, INC	349976	02/20/20	90095	601-5023990	19.98	
MENARDS, INC	349977	02/20/20	90002	2201-4238900	6.94	162.89
MENARDS, INC	349977	02/20/20	89995	2201-4237000	12.98	
MENARDS, INC	349977	02/20/20	90066	2201-4238900	3.09	
MENARDS, INC	349977	02/20/20	90081	2201-4238900	44.99	
MENARDS, INC	349977	02/20/20	90192	2201-4238900	32.23	
MENARDS, INC	349977	02/20/20	90252	2201-4238900	26.93	
MENARDS, INC	349978	02/20/20	89812	651-5023990	97.81	127.16
MENARDS, INC	349979	02/20/20	90261	1120-4237000	12.21	97.81
MID STATE TRUCK EQUIP COR	349980	02/20/20	TOMMY GATE LIFTGATE	2201-4467000 103788	2,964.00	12.21
MINERVA BUNKER GEAR CLEAN	349981	02/20/20	CLEANING SERVICES	1120-4350600	199.65	2,964.00
MINERVA BUNKER GEAR CLEAN	349981	02/20/20	CLEANING SERVICES	1120-4350600	1,867.90	
MRO SUPPLY LLC	349982	02/20/20	OTHER EXPENSES	601-5023990	2,913.60	2,067.55

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 19  
 acctpay1crm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
MUNICIPAL EMERGENCY SERVI	349983	02/20/20	SAFETY ACCESSORIES	1120-4356003	319.40	2,913.60
MUNICIPAL EMERGENCY SERVI	349983	02/20/20	SAFETY ACCESSORIES	1120-4356003	277.40	
NATIONAL ASSOC OF SCHOOL	349984	02/20/20	EXTERNAL INSTRUCT FEES	1110-4357004	495.00	596.80
NATIONAL ASSOC OF SCHOOL	349984	02/20/20	EXTERNAL INSTRUCT FEES	1110-4357004	495.00	
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	601-5023990	4.29	990.00
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	651-5023990	4.29	
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	601-5023990	2.67	
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	651-5023990	2.67	
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	601-5023990	47.00	
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	651-5023990	47.00	
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	601-5023990	8.92	
OFFICE DEPOT INC	349985	02/20/20	OTHER EXPENSES	651-5023990	8.92	
OFFICE DEPOT INC	349985	02/20/20	OFFICE SUPPLIES	1120-4230200	164.64	
OFFICE DEPOT INC	349985	02/20/20	OFFICE SUPPLIES	1110-4230200	39.49	
OFFICE DEPOT INC	349985	02/20/20	OFFICE SUPPLIES	1110-4230200	298.00	
OFFICE DEPOT INC	349985	02/20/20	OFFICE SUPPLIES	1110-4230200	94.29	
OFFICE DEPOT INC	349985	02/20/20	OFFICE SUPPLIES	1110-4230200	9.98	
OFFICE DEPOT INC	349985	02/20/20	OFFICE SUPPLIES	1110-4230200	20.28	
OLD TOWN ON THE MONON	349986	02/20/20	GARAGE RENTAL-SUPPLIES	1203-4359003 103704	375.00	752.44
ON SITE SUPPLY	349987	02/20/20	OTHER EXPENSES	601-5023990	75.00	375.00
OTTO'S PARKING MARKING	349988	02/20/20	REPAIR PARTS	2201-4237000	136.50	75.00
PALMER POWER & TRUCK EQUI	349989	02/20/20	REPAIR PARTS	1120-4237000	147.89	136.50
PALMER POWER & TRUCK EQUI	349989	02/20/20	REPAIR PARTS	1120-4237000	67.90	
PARKSIDE ANIMAL HOSPITAL	349990	02/20/20	ANIMAL SERVICES	1110-4357600	14.64	215.79
PARKSIDE ANIMAL HOSPITAL	349990	02/20/20	ANIMAL SERVICES	1110-4357600	385.98	
PEARSON FORD, INC	349991	02/20/20	AUTO REPAIR & MAINTENANCE	2201-4351000	154.67	154.67
PEARSON FORD, INC	349992	02/20/20	PATROL EXPLORERS	1110-R4465001 102355	109,221.72	109,221.72
PEARSON FORD, INC	349993	02/20/20	AUTO REPAIR & MAINTENANCE	1110-4351000	163.41	163.41
PENSKE CHEVROLET	349994	02/20/20	REPAIR PARTS	2201-4237000	74.46	74.46
PIP	349995	02/20/20	FESTIVAL/COMMUNITY EVENTS	1203-4359003	32.75	806.08
PIP	349995	02/20/20	STATIONARY & PRNTD MATERL	1110-4230100	773.33	
PLYMATE	349996	02/20/20	OTHER EXPENSES	651-5023990	116.74	528.02
PLYMATE	349996	02/20/20	OTHER EXPENSES	651-5023990	411.28	
R & T TIRE & AUTO - NOBLE	349997	02/20/20	TIRES & TUBES	2201-4232000	176.28	176.28
R E I REAL ESTATE SERVICE	349998	02/20/20	OTHER CONT SERVICES	1208-4350900	3,335.89	3,335.89
R G A/HOOSIER RUBBER & TR	349999	02/20/20	OTHER EXPENSES	651-5023990	112.45	112.45
RENAISSANCE HOTEL	350000	02/20/20	FESTIVAL/COMMUNITY EVENTS	1203-4359003	690.00	2,300.00
RENAISSANCE HOTEL	350000	02/20/20	FESTIVAL OF ICE CARVERS	1203-R4359003 103559	1,610.00	
RESCUEGEAR, INC.	350001	02/20/20	WATER RESCUE EQUIPMENT	102-R4467002 103250	11,463.90	

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 20  
 acctpaylcrm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
RITZ SAFETY	350002	02/20/20	OTHER EXPENSES	601-5023990	2,588.22	11,463.90
RUNYON EQUIPMENT RENTAL	350003	02/20/20	OTHER EXPENSES	651-5023990	48.36	2,588.22
RUNYON EQUIPMENT RENTAL	350003	02/20/20	REPAIR PARTS	2201-4237000	315.00	
RUNYON EQUIPMENT RENTAL	350003	02/20/20	BOTTLED GAS	2201-4231100	36.00	
RUNYON EQUIPMENT RENTAL	350003	02/20/20	BOTTLED GAS	2201-4231100	66.25	
RUNYON EQUIPMENT RENTAL	350003	02/20/20	BOTTLED GAS	1120-4231100	24.18	
SERVICE PIPE & SUPPLY INC	350004	02/20/20	OTHER EXPENSES	601-5023990	154.72	489.79
SHOE CARNIVAL, INC	350005	02/20/20	UNIFORMS	1120-4356001	520.00	154.72
SHRED-IT USA LLC	350006	02/20/20	TRASH COLLECTION	1110-4350101	139.06	520.00
SIGTRONICS CORPORATION	350007	02/20/20	RADIO MAINTENANCE	1120-4350500	2,228.53	139.06
ST VINCENT HOSPITAL	350008	02/20/20	SPECIAL DEPT SUPPLIES	102-4239011	1,615.41	2,228.53
STAPLES BUSINESS ADVANTAG	350009	02/20/20	REPAIR PARTS	1120-4237000	262.71	1,615.41
STOOPS FREIGHTLINER	350010	02/20/20	REPAIR PARTS	2201-4237000	27.30	262.71
SWAGIT PRODUCTIONS, LLC	350011	02/20/20	MONTHLY VIDEO STREAMING	1203-4341999 103789	2,950.00	27.30
T B A & OIL WAREHOUSE, IN	350012	02/20/20	OTHER EXPENSES	601-5023990	36.80	2,950.00
TC PROPERTY	350013	02/20/20	OTHER EXPENSES	651-5023990	1,087.50	36.80
THOMSON REUTERS-WEST	350014	02/20/20	EQUIPMENT MAINT CONTRACTS	1110-4351501	273.00	1,087.50
THOMSON REUTERS-WEST	350014	02/20/20	LIBRARY REF MATERIALS	506-4469000	152.00	
TRAVELERS	350015	02/20/20	GENERAL INSURANCE	1205-R4347500 103596	18,129.16	425.00
TRUCK SERVICE INC	350016	02/20/20	AUTO REPAIR & MAINTENANCE	1120-4351000	1,015.50	18,129.16
TRUGREEN	350017	02/20/20	SALT & CALCIUM	2201-4236500	3,600.00	1,015.50
TYLER TECHNOLOGIES, INC.	350018	02/20/20	EXTERNAL INSTRUCT FEES	1120-4357004	1,250.00	3,600.00
UPS	350019	02/20/20	OTHER EXPENSES	651-5023990	26.37	1,250.00
UTILITY PIPE SALES	350020	02/20/20	OTHER EXPENSES	651-5023990	635.00	26.37
UTILITY SUPPLY CO INC.	350021	02/20/20	OTHER EXPENSES	604-5023990	7,735.00	635.00
UTILITY SUPPLY CO INC.	350021	02/20/20	OTHER EXPENSES	604-5023990	19,250.00	
UTILITY SUPPLY CO INC.	350021	02/20/20	OTHER EXPENSES	601-5023990	273.35	
UTILITY SUPPLY CO INC.	350021	02/20/20	OTHER EXPENSES	651-5023990	273.35	
VICTORY SUN INC	350022	02/20/20	EVENT PALNNING SERVICES	1203-4359003 103722	2,047.50	27,531.70
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	2201-R4350900 103550	5,039.50	2,047.50
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	2201-R4350900 103550	2,431.25	
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	2201-R4350900 103550	2,505.00	
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	2201-R4350900 103550	331.50	
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	2201-R4350900 103550	175.50	
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	1206-4350900 103631	1,072.50	
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	1206-4350900 103631	2,439.37	

SUNGARD PENTAMATION, INC.  
 DATE: 02/20/2020  
 TIME: 17:19:45

CITY OF CARMEL  
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 21  
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
VIVE EXTERIOR DESIGN	350023	02/20/20	SNOW REMOVAL	1206-4350900		
VIVE EXTERIOR DESIGN	350023	02/20/20	OTHER CONT SERVICES	1206-4350900	593.75	
VIVE EXTERIOR DESIGN	350023	02/20/20	OTHER CONT SERVICES	1206-4350900	214.50	
VIVE EXTERIOR DESIGN	350023	02/20/20	OTHER CONT SERVICES	1206-4350900	3,631.13	
VIVE EXTERIOR DESIGN	350023	02/20/20	OTHER CONT SERVICES	1206-4350900	370.00	
VIVE EXTERIOR DESIGN	350023	02/20/20	SALT & CALCIUM	1205-4236500	325.00	
VIVE EXTERIOR DESIGN	350023	02/20/20	GROUNDS MAINTENANCE	1205-4350400	878.00	
VIVE EXTERIOR DESIGN	350023	02/20/20	SALT & CALCIUM	1205-4236500	260.00	
W T T S FM 92.3	350024	02/20/20	ADVERTISE ICE @ CTR GREEN	1203-R4359003		20,267.00
WATER SOLUTIONS UNLIMITED	350025	02/20/20	OTHER EXPENSES	601-5023990	4,787.00	2,000.00
WHITE'S ACE HARDWARE	350026	02/20/20	OTHER EXPENSES	601-5023990	314.56	4,787.00
WHITE'S ACE HARDWARE	350027	02/20/20	ACCOUNT 348	1203-4359003	164.98	314.56
WHITE'S ACE HARDWARE	350028	02/20/20	REPAIR PARTS	1120-4237000	204.20	164.98
WHITE'S ACE HARDWARE	350029	02/20/20	OTHER MAINT SUPPLIES	1205-4238900	75.17	204.20
WHITE'S ACE HARDWARE	350030	02/20/20	BUILDING MATERIAL	1110-4235000	97.28	75.17
WHITE'S ACE HARDWARE	350030	02/20/20	BUILDING REPAIRS & MAINT	1110-4350100	25.57	
WIESE PLANNING & ENG INC	350031	02/20/20	OTHER EXPENSES	651-5023990	210.20	122.85
WILKINSON BROTHERS	350032	02/20/20	ADDITIONAL SERVICES	1203-R4359003		210.20
ZIRMED	350033	02/20/20	SUBSCRIPTIONS	1120-4355200	377.51	9,050.00
ZOLL MEDICAL CORP	350034	02/20/20	OTHER MISCELLANEOUS	1110-4239099	60.00	377.51
ZOLL MEDICAL CORP	350034	02/20/20	OTHER MISCELLANEOUS	1110-4239099	180.00	
ZOLL MEDICAL CORP	350034	02/20/20	OTHER MISCELLANEOUS	1110-4239099	60.00	
ZOLL MEDICAL CORP	350034	02/20/20	OTHER MISCELLANEOUS	1110-4239099	60.00	
ZOLL MEDICAL CORP	350034	02/20/20	OTHER EXPENSES	601-5023990	555.00	
VECTREN ENERGY	350035	02/20/20	0262016739356428427	1208-4349000	191.33	915.00
VECTREN ENERGY	350035	02/20/20	0260043195859524836	1208-4349000	164.08	
VERIZON WIRELESS	350036	02/20/20	CELLULAR PHONE FEES	1180-4344100	66.41	355.41
VERIZON WIRELESS	350037	02/20/20	CELLULAR PHONE FEES	1401-4344100	437.29	66.41
COURY HOSPITALITY, INC	350038	02/20/20	HOTEL DEV CONSULT-2017E	902-R4341999		437.29
AMAZON CAPITAL SERVICES	350039	02/20/20	BOOKS/MEDIA URBAN FORESTR	1192-R4239002	143.92	10,000.00
AMERICAN PLANNING ASSOCIA	350040	02/20/20	STAFF TO CONFERENCE EXPEN	1192-R4343001	457.00	143.92
ANGEL OAKS TREE SERVICE	350041	02/20/20	LANDSCAPE/TREE REMOVAL	1192-R4350400	7,191.25	457.00
ANGEL OAKS TREE SERVICE	350041	02/20/20	TREE REMOVAL/LANDSCAPE	1192-R4350400	7,988.75	
BURRELL APPRAISAL INC	350042	02/20/20	OTHER PROFESSIONAL FEES	902-4341999	3,740.00	15,180.00
CARMEL TROPHIES PLUS LLC	350043	02/20/20	OFFICE SUPPLIES	1192-4230200	12.50	3,740.00
CARMEL UTILITIES	350044	02/20/20	OTHER PROFESSIONAL FEES	902-4341999	999.11	12.50
DAMAR STAFFING SOLUTIONS	350047	02/20/20	STAFFING CONTRACT	1180-R4341999		999.11
				103170	1,577.43	



SUNGARD PENTAMATION, INC.  
DATE: 02/20/2020  
TIME: 17:19:45

CITY OF CARMEL  
ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 23  
acctpayslcrm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
				TOTAL HAND WRITTEN CHECKS		.00
				TOTAL COMPUTER-WRITTEN CHECKS	2,042,429.62	
			TOTAL WRITTEN CHECKS	2,042,429.62		

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

  
CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 24 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF \$ 2,042,429.62 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF \_\_\_\_\_ AYES AND \_\_\_\_\_ NAYS.

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COUNCIL PRESIDENT  
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ATTEST:  
  
\_\_\_\_\_  
CITY CLERK

**City of Carmel**  
**ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD**

VENDOR	PAYMENT DATE	DEPT.	ACCOUNT	MERCHANT NAME	POSTING DATE	TRANSACTION AMOUNT
FIFTH THIRD	3/6/2020	1203	4359000	DIVVY	02/10/2020	178.79
FIFTH THIRD	3/6/2020	1203	4359000	KROGER #959	02/07/2020	17.50
FIFTH THIRD	3/6/2020	1203	4359003	ALL THINGS CARMEL	02/06/2020	100.00
FIFTH THIRD	3/6/2020	1203	4359003	ALL THINGS CARMEL	02/06/2020	100.00
FIFTH THIRD	3/6/2020	1203	4359003	IN THE OLIVE MILL	02/06/2020	100.00
FIFTH THIRD	3/6/2020	1203	4359003	ALL THINGS CARMEL	02/06/2020	100.00
FIFTH THIRD	3/6/2020	1203	4359003	KROGER #959	02/06/2020	195.12
FIFTH THIRD	3/6/2020	1203	4359003	SILVER IN THE CITY (CA	02/05/2020	100.00
FIFTH THIRD	3/6/2020	1203	4230200	KROGER #959	02/05/2020	5.34
FIFTH THIRD	3/6/2020	922	4350900	AMZN MKTP US	02/04/2020	109.33
FIFTH THIRD	3/6/2020	1203	4359003	CARMEL DRIVE SELF STOR	02/03/2020	353.00
FIFTH THIRD	3/6/2020	1203	4359003	PANERA BREAD #601658	01/31/2020	69.51
FIFTH THIRD	3/6/2020	1110	4357004	PAYPAL SENTINELCON	01/31/2020	200.00
FIFTH THIRD	3/6/2020	1110	4239010	TRAININGSIGHTS	01/30/2020	79.96
FIFTH THIRD	3/6/2020	1120	4344000	SPECTRUM	01/27/2020	1,400.00
FIFTH THIRD	3/6/2020	1801	4343002	CONGRESS FOR THE NEW U	01/27/2020	790.00
FIFTH THIRD	3/6/2020	1110	4357004	PAYPAL PUBLICGRANT	01/24/2020	179.50
FIFTH THIRD	3/6/2020	1110	4357004	PAYPAL PUBLICGRANT	01/24/2020	179.50
FIFTH THIRD	3/6/2020	1203	4359003	SQ SQ JAVA HOUSE	01/24/2020	50.00
FIFTH THIRD	3/6/2020	1203	4359003	SQ SQ BOOKS & BREWS	01/24/2020	50.00
FIFTH THIRD	3/6/2020	1110	4357004	INST. OF POLICE TECH &	01/24/2020	795.00
FIFTH THIRD	3/6/2020	1192	4355200	THEECONOMIST NEWSPAPER	01/24/2020	15.75
FIFTH THIRD	3/6/2020	1110	4357004	PAYPAL PUBLICGRANT	01/24/2020	328.40
FIFTH THIRD	3/6/2020	1203	4359300	CKE THE CAKE BAKE SHOP	01/22/2020	41.42
FIFTH THIRD	3/6/2020	1203	4359003	MEIJER # 130	01/22/2020	17.96
FIFTH THIRD	3/6/2020	1203	4359003	HOT BOX PIZZA - CARMEL	01/21/2020	191.52
FIFTH THIRD	3/6/2020	1120	4344000	SPECTRUM	01/20/2020	1,419.60
FIFTH THIRD	3/6/2020	1120	4344000	SPECTRUM	01/20/2020	119.97
FIFTH THIRD	3/6/2020	1203	4359003	PAYPAL DESIGNER EBAY	01/20/2020	188.50
FIFTH THIRD	3/6/2020	1203	4359300	CARMEL CHOCOLATE CAFE	01/20/2020	44.88
FIFTH THIRD	3/6/2020	1203	4359300	HUBBARD & CRAVENS COFF	01/20/2020	8.21
FIFTH THIRD	3/6/2020	1120	4344000	SPECTRUM	01/20/2020	171.96
FIFTH THIRD	3/6/2020	1203	4359000	TARGET 00013664	01/17/2020	30.00
FIFTH THIRD	3/6/2020	922	4350900	AMZN MKTP US 9F09Q64U3	01/17/2020	296.72
FIFTH THIRD	3/6/2020	1203	4359300	DONATELLOS	01/17/2020	686.64
FIFTH THIRD	3/6/2020	1801	4350900	DROPBOX NWBY7HQ6JFQJ	01/16/2020	14.38
FIFTH THIRD	3/6/2020	1192	4357004	ASSOCIATION OF PEDESTR	01/16/2020	50.00
FIFTH THIRD	3/6/2020	1160	4351100	CREW CARWASH 29	01/16/2020	275.00
FIFTH THIRD	3/6/2020	1203	4355400	EIG BLUEHOST.COM	01/15/2020	17.99
FIFTH THIRD	3/6/2020	1205	4351000	TOM WOOD FORD	01/15/2020	158.90
FIFTH THIRD	3/6/2020	922	4350900	AMZN MKTP US 6Y9RA9HY3	01/14/2020	195.10
FIFTH THIRD	3/6/2020	1203	4359003	JAVA HOUSE	01/14/2020	98.00
FIFTH THIRD	3/6/2020	1203	4359003	MATT THE MILLERS TAVER	01/14/2020	519.88
FIFTH THIRD	3/6/2020	1203	4359300	MARKET DISTRICT #6550	01/14/2020	17.43
FIFTH THIRD	3/6/2020	1203	4359003	JAVA HOUSE	01/14/2020	7.00
FIFTH THIRD	3/6/2020	1203	4359300	ALL THINGS CARMEL	01/13/2020	25.00
FIFTH THIRD	3/6/2020	1203	4359300	ALL THINGS CARMEL	01/13/2020	25.00
FIFTH THIRD	3/6/2020	1203	4359300	MEIJER # 130	01/13/2020	51.14
FIFTH THIRD	3/6/2020	1203	4359003	DIVVY	01/13/2020	50.00
FIFTH THIRD	3/6/2020	1203	4359300	ALL THINGS CARMEL	01/13/2020	25.00
FIFTH THIRD	3/6/2020	1203	4359003	SQ SQ BOOKS & BREWS	01/13/2020	20.00
FIFTH THIRD	3/6/2020	1203	4351501	READYREFRESH BY NESTLE	01/13/2020	21.12
FIFTH THIRD	3/6/2020	1203	4353004	MAILCHIMP MONTHLY	01/13/2020	258.99
FIFTH THIRD	3/6/2020	1203	4359003	SQ SQ JAVA HOUSE	01/13/2020	20.00
						10,113.85

**City of Carmel**  
**ACCOUNTS PAYABLE-VOUCHER REGISTER FOR PURCHASE CARD**

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

  
\_\_\_\_\_  
CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 2 PAGES, AND EXECPT FOR VOUCHERS DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ PASSED BY THE COMMON COUNCIL OF THE CITY

\$ 10,113.85  
OF CARMEL, INDIANA BY A VOTE OF \_\_\_\_\_ AYES AND \_\_\_\_\_ NAYS.

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\_\_\_\_\_  
COUNCIL PRESIDENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
CITY CLERK

## Carmel Redevelopment Commission

### STRATEGIC HIGHLIGHTS

- CRC approved Declaratory Resolutions for the following new allocation areas:
  - Firehouse, Hamilton Crossing, Brookshire Village, and South Pennsylvania
- Steel has been erected for a third building at the Proscenium site
- Construction progressing for Hotel Carmichael
- CRC approved a resolution to use the Supplemental Reserve Fund to pay for construction of a roundabout benefitting the Zotec project
- CRC and Legal Department ensured Barrington purchaser executed a PILOT agreement

The following highlights represent unrestricted funds available to the CRC to work its mission. Total savings at month-end were \$5,891,206. Savings are considered restricted and are in addition to the ending balance noted below.

<b>January Beginning Balance</b>	\$	3,017,983
<b>January Revenues</b>	\$	430,895
<b>January Transfers</b>	\$	292,409
<b>January Expenditures</b>	\$	719,750
<b>January Ending Balance</b>	\$	3,021,536

### LOOKING AHEAD

- Midtown Flats and The Railyard completion and occupancy
- Continuing construction of Playfair-Holland and Kent in City Center

# FINANCIAL STATEMENT

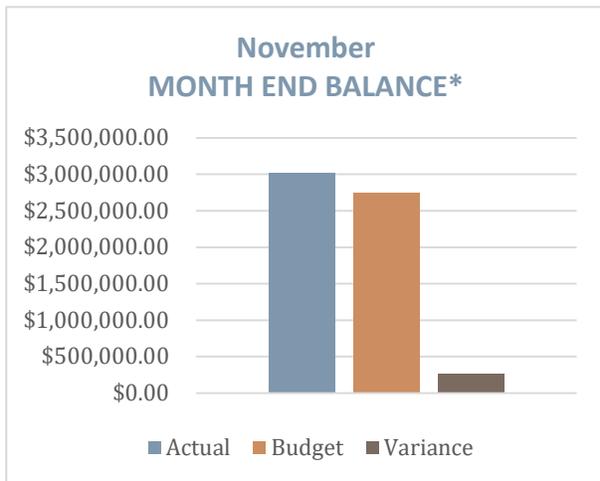
## Financial Statement

### JANUARY MONTH-END FINANCIAL BALANCE

<b>Ending Balance without Restricted Funds</b>	\$ 3,021,536
<b>Ending Balance with Restricted Funds</b>	\$ 8,912,743

### SUMMARY OF CASH

For the Month Ending January 2020



DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
<b>Cash Balance 1/1/20</b>			
1101 Cash	\$ 1,864,027.66	\$ 1,864,027.66	\$ -
1110 TIF	\$ 1,153,955.00	\$ 1,153,955.00	\$ -
<b>Total Cash</b>	\$ 3,017,982.66	\$ 3,017,982.66	\$ -
<b>Receipts</b>			
1101 Cash	\$ 430,894.73	\$ 418,446.64	\$ 12,448.09
1110 TIF	\$ -	\$ -	\$ -
Developer Payments	\$ -	\$ -	\$ -
Transfers to Reserves (TIF)	\$ 187,565.57	\$ 187,565.57	\$ -
Transfers to Reserves (non-TIF)	\$ 104,842.94	\$ 104,842.94	\$ -
Transfer to SRF	\$ -	\$ -	\$ -
<b>Total Receipts</b>	\$ 723,303.24	\$ 710,855.15	\$ 12,448.09
<b>Disbursements</b>			
1101 Cash	\$ 486,257.23	\$ 479,202.98	\$ (7,054.25)
1110 TIF	\$ 233,493.14	\$ 496,746.14	\$ 263,253.00
<b>Total Disbursements</b>	\$ 719,750.37	\$ 975,949.12	\$ 256,198.75
1101 Cash	\$ 1,913,508.10	\$ 1,908,114.26	\$ 5,393.84
1110 TIF	\$ 1,108,027.43	\$ 844,774.43	\$ 263,253.00
<b>Cash Balance 1/31/20</b>	\$ 3,021,535.53	\$ 2,752,888.69	\$ 268,646.84
<b>Total Usable Funds</b>	\$ 3,021,535.53	\$ 2,752,888.69	\$ 268,646.84

# FINANCIAL STATEMENT

## FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end January, 2020

<u>RESTRICTED FUNDS</u>	
Supplemental Reserve Fund	\$5,891,206
<b>Sub-total:</b>	<b><u>\$5,891,206</u></b>
<u>RESTRICTED FUNDS HELD BY BOND TRUSTEES</u>	
Liquidity Reserve for Midtown West Bond (1)	\$877,798
<b>Sub-total:</b>	<b><u>\$877,798</u></b>
<u>UNRESTRICTED FUNDS</u>	
TIF	\$1,108,027
Non TIF	\$1,913,508
<b>Sub-total:</b>	<b><u>\$3,021,536</u></b>
<b>Total Funds</b>	<b><u>\$9,790,540</u></b>
<u>OUTSTANDING RECEIVABLES</u>	
Reimbursement of Project Blue invoices (2)	\$15,643
Initial Energy Consumption Fee for The Mezz	<u>\$692,822</u>
<b>TOTAL OUTSTANDING RECEIVABLES</b>	<b><u>\$708,465</u></b>

(1) \$877,798.30 is being held by the trustee of the Midtown West Bonds to temporarily fund the debt service reserve. Once the Midtown West garage is complete and the lease commences, a Build America Mutual surety will kick-in and the \$877,798.30 will be reverted back to the CRC Supplemental Reserve Fund.

(2) Amounts due are the professional service invoices paid to date by the CRC in regards to the potential Project Blue development as per the reimbursement agreement with 4148 96th Street LLC.

## STATEMENT OF CHANGES IN EQUITY

MONTH END: JANUARY 2020

DESCRIPTION	REVENUE	EXPENSES
<b>Total Receipts (TIF)</b>	\$0	
<b>Total Receipts (Non-TIF)</b>	\$430,895	
<b>Expenditures (TIF)</b>		\$233,493
<b>Expenditures (Non-TIF)</b>		\$486,257

# FINANCIAL UPDATE

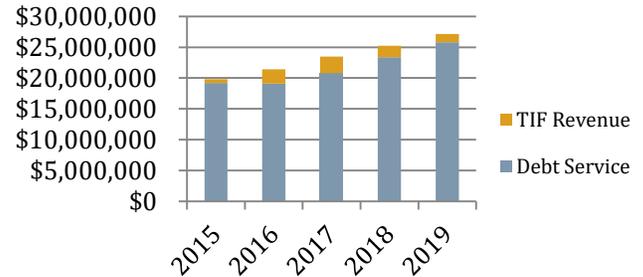
## Financial Update

### TIF REVENUE AND DEBT

Estimated 2020 TIF revenue available for CRC use is \$ 27,723,041.

#### DEBT PAYMENTS

Month	Payment
June 2020	\$13,413,345
December 2020	\$13,414,233



### CRC CONSTRUCTION IN PROGRESS – 2016 CITY BONDS

#### 2016 COIT Bond

Vendor	Project/Services	Contract Amount	Paid to Date	Amount Remaining	% Complete
Gehl Studio	Conceptual Design for Monon and Rangeline	\$170,200.00	\$170,174.38	\$25.62	100%
CAA Properties, LLC	30 E Main Street - property acquisition	747,066.49	747,066.49	0.00	100%
Meyer & Harbison LLC	582 S Rangeline Rd. - property acquisition	609,692.11	609,692.11	0.00	100%
Rundell Ernstberger Assoc.	Prelim design for Monon Trail urban section	1,973,300.00	1,953,787.02	19,512.98	99%
C.H. Garmong Construction	Midtown South Garage Detention	1,637,892.00	1,637,892.00	0.00	100%
PNC Bank	21 N Rangeline Rd - property acquisition	2,520,711.60	2,520,711.60	0.00	100%
969 N Rangeline LLC	969 N Rangeline Rd	<u>3,000,000.00</u>	<u>1,282,666.00</u>	<u>1,717,334.00</u>	<u>43%</u>
	<b>2016 COIT Bond Total</b>	<u>\$10,658,862.20</u>	<u>\$8,921,989.60</u>	<u>\$1,736,872.60</u>	<u>84%</u>
	<b>Bond Proceeds assigned to CRC</b>		<b>Paid to Date</b>	<b>Proceeds Balance</b>	<b>Balance including Obligations</b>
	<u>\$10,781,392.00</u>		<u>\$8,921,989.60</u>	<u>\$1,859,402.40</u>	<u>\$122,529.80</u>

# FINANCIAL UPDATE

## 2016 TIF Bond

<u>Vendor</u>	<u>Project/Services</u>	<u>Contract Amount</u>	<u>Paid to Date</u>	<u>Amount Remaining</u>	<u>% Complete</u>
F.A. Wilhelm Construction	Park East Garage - 5th deck	\$2,598,314.00	\$2,598,314.00	\$0.00	100%
12156 Meridian Associates LLC	Monon and Main Property Acquisition	1,615,330.00	1,615,330.00	0.00	100%
First Avenue Property LLC	20 1 <sup>st</sup> Ave. NE – Property Acquisition	800,365.00	800,365.00	0.00	100%
Karen Jacobs	40 1 <sup>st</sup> Ave. NE – Property Acquisition	451,727.50	451,727.50	0.00	100%
Rundell Ernstberger Assoc.	Monon Plaza design and construction administration	280,750.00	280,530.33	219.67	99%
Indianapolis Signworks	Tarkington garage signage	169,868.23	169,868.23	0.00	100%
Otto's Parking	Restriping of Tarkington Garage	10,957.00	10,957.00	0.00	100%
Hagerman Construction	Tarkington garage trash room modification	22,400.00	22,400.00	0.00	100%
C.H Garmong Construction	Monon and Main garage (Balance of Contract)	715,068.99	715,068.99	0.00	100%
SCS Construction	Construction of Christkindlmarkt Cottages	500,000.00	500,000.00	0.00	100%
Brandt Construction	Center Green Improvements	2,990,000.00	2,990,000.00	0.00	100%
Broady-Campbell	Hotel – masonry (portion of contract); to be reimbursed	138,265.02	138,265.02	0.00	100%
Chisholm Lumber	Hotel – finish carpentry (portion of contract); to be reimbursed	197,595.00	197,595.00	0.00	100%
DEEM, Inc.	Hotel – mechanical (portion of contract); to be reimbursed	491,827.86	491,827.86	0.00	100%

# FINANCIAL UPDATE

EA Asphalt Services	Hotel – asphalt paving (portion of contract); to be reimbursed	26,523.10	26,523.10	0.00	100%
FE Moran, Inc.	Hotel – fire protection (portion of contract); to be reimbursed	55,830.21	55,830.21	0.00	100%
Gordon Plumbing	Hotel – plumbing (portion of contract); to be reimbursed	198,776.07	198,776.07	0.00	100%
Millennium Contractors	Hotel – sitework (portion of contract); to be reimbursed	56,567.81	56,567.81	0.00	100%
Patriot Engineering	Hotel – materials testing (portion of contract); to be reimbursed	721.50	721.50	0.00	100%
ProServ Business Products	Hotel pre-opening costs; to be reimbursed	49.61	49.61	0.00	100%
Quality Interiors	Hotel – framing/drywall (portion of contract); to be reimbursed	309,329.55	309,329.55	0.00	100%
RL Turner	Hotel – general trades (portion of contract); to be reimbursed	166,925.92	166,925.92	0.00	100%
RL Turner	Hotel – concrete (portion of contract); to be reimbursed	70,839.68	70,839.68	0.00	100%
Schindler Elevator	Hotel – elevators (portion of contract); to be reimbursed	78,300.00	78,300.00	0.00	100%
Shiel Sexton	Hotel – CM (portion of contract); to be reimbursed	<u>201,383.72</u>	<u>201,383.72</u>	<u>0.00</u>	<u>100%</u>
<b>2016 CRC Bond Total</b>		<u>\$12,147,715.77</u>	<u>\$12,147,496.10</u>	<u>\$219.67</u>	<u>99%</u>
		<b><u>Bond Proceeds</u></b>	<b><u>Paid to Date</u></b>	<b><u>Proceeds Balance</u></b>	<b><u>Balance including Obligations</u></b>
		<u>\$12,149,320.19</u>	<u>\$12,147,715.77</u>	<u>\$1,824.09</u>	<u>\$1,604.42</u>

# FINANCIAL UPDATE

## Midtown West Bond

<u>Vendor</u>	<u>Project/Services</u>	<u>Contract Amount</u>	<u>Paid to Date</u>	<u>Amount Remaining</u>	<u>% Complete</u>
Midtown Capital Partners, LLC	Midtown West Parking Garage Costs	\$11,459,388.33	\$11,340,229.49	\$119,158.84	99%
	<b>Midtown West Bond Total</b>	<u>\$11,459,388.33</u>	<u>\$11,340,229.49</u>	<u>\$119,158.84</u>	<u>99%</u>
	<b>Bond Proceeds</b>	<b>Paid to Date</b>	<b>Proceeds Balance</b>	<b>Balance including Obligations</b>	
	<u>\$11,459,388.33</u>	<u>\$11,340,229.49</u>	<u>\$119,158.84</u>	<u>\$0.00</u>	

# PROJECT UPDATES

## Project Updates

### CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

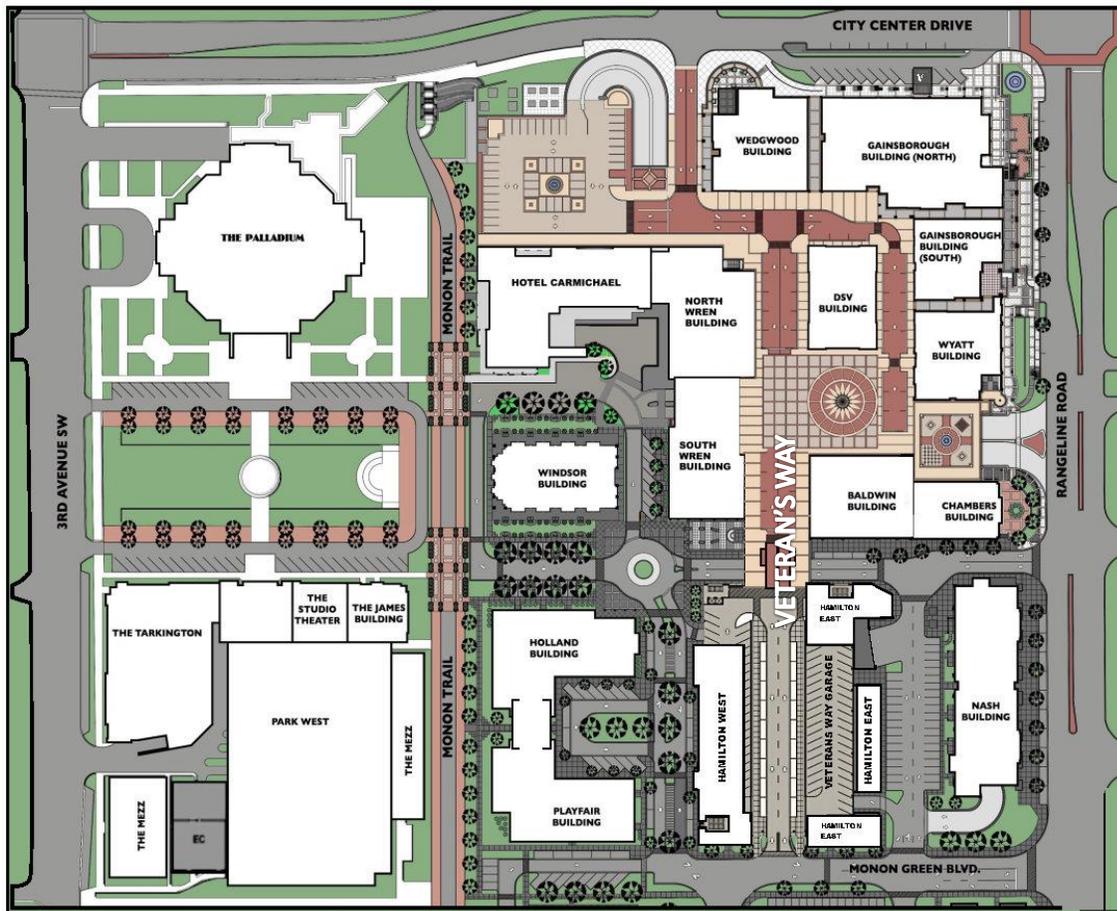


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

# 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 (5<sup>th</sup> 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
<b>Veterans Way Garage</b>	<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>	
<b>Baldwin/Chambers</b>	<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>	
<b>Pedcor Office 5</b>	<p>A two story building, of approximately 20,000 square feet, which will include office space.</p>	<p>Start: Fall 2015</p> <p>Completed Q4 2017</p>	<p>Tenants have moved into the new building</p>

# PROJECT UPDATES

<p><b>Kent</b></p>	<p>A three story building, of approximately 111,000 square feet of luxury apartments.</p> <p>Site drawings were approved by the CRC Architectural Committee.</p>	<p>Start: Summer 2018</p>	<p>Site Construction – Start: Spring 2018          Site Work Awarded – Spring 2018          Building Construction – Start: Summer 2018          Site Work has commenced</p> 
<p><b>Hamilton (Park East commercial/residential buildings)</b></p>	<p>Drawings for Hamilton East have been approved by the CRC Architectural Committee.</p>	<p>Start: Summer 2018</p>	<p>Hamilton East - Construction commenced: Summer 2018          Hamilton West – Under Design</p>
<p><b>Playfair and Holland</b></p>	<p>A five story building, of approximately 126,000 square feet, which will include luxury apartments and commercial retail/office space.</p>	<p>Start: September 2019</p> <p>Approx. 99 Apartments</p>	
<p><b>Windsor</b></p>	<p>A four story building, of approximately 64,000 square feet.</p>	<p>Est. Start: 2018</p>	<p>Design has not started.</p>
<p><b>Wren</b></p>	<p>A six story building of approximately 157,000 square feet, which will include luxury apartments and commercial office/retail space.</p>	<p>Est. Start: 2020</p>	

# PROJECT UPDATES

<b>Hotel (see section below)</b>	A boutique hotel with 122 rooms	Start: 2018  Completion: Q2 2020	CRC has hired a project manager, branding consultant, and architect to begin design and planning of the hotel. Financing is proceeding.
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Note: All completion dates indicated above are per the Completion Guaranties executed between the CRC and Pedcor. Should Pedcor miss these dates they are obligated to cover the debt obligations.

## 2) Council and/or CRC Action Items

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

## 3) CRC Commitments

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

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

# PROJECT UPDATES

## HOTEL CARMICHAEL – CITY CENTER

- 1) Developer Partner(s): Pedcor
- 2) Economic Development Area: City Center
- 3) Project Summary: 4-4.5 Star Boutique Hotel
  - 1) 122 Room/Key count
  - 2) Approximately 110,000 in gross square feet of hotel space
  - 3) Approximately 5,500 gross square feet of meeting area available
  - 4) Restaurant, Club, Bar, and Lounge facilities available with views of the Palladium and the Monon Trail

Total project budget: \$58,561,236

- 4) Anticipated Project Schedule

Design Start	2017
Construction Start	2018
Construction Complete	2020

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

ACTION ITEM	CITY COUNCIL	CRC
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- 7) CRC Commitments

The CRC will be involved with development and construction of the hotel building.



# PROJECT UPDATES



## PROSCENIUM

- 1) Developer Partner(s): Anderson Birkla
- 2) Economic Development Area: 126<sup>th</sup> Street
- 3) Project Summary: Mixed-use development, multiple buildings.
  - 1) 224 Apartments
  - 2) Approx. 140,000 SF of office and retail space
  - 3) Approx. 654 parking spaces (public and private)

Total project budget: \$60,000,000

### 4) Anticipated Project Schedule

Design Start	2016
Construction Start	2018
Construction Complete (tentative)	2020

### 5) Construction Milestones: Demolition is complete.

### 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.

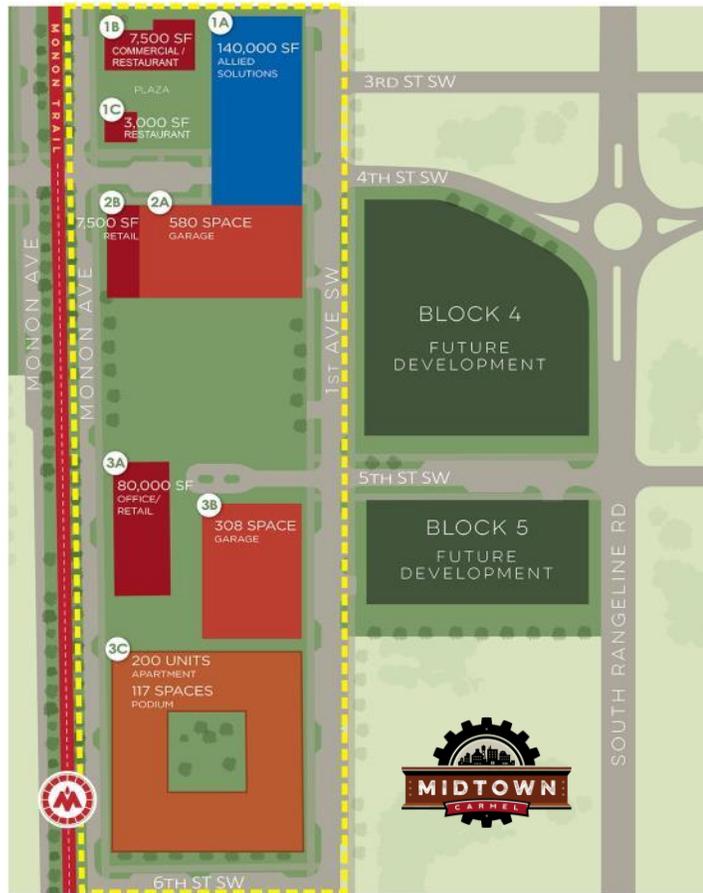
# PROJECT UPDATES

## MIDTOWN EAST

- 1) Developer Partner(s): Old Town Development / Ambrose/ JC Hart
- 2) Economic Development Area: Old Town
- 3) Project Summary: Mixed-use development, multiple buildings.  
Secured Tenants: Allied Solutions and FC Tucker
- 4) Total project budget: \$70,000,000  
Bond Proceeds:  
Phase 1 - \$9,371,465.73  
Phase 2 - \$6,250,000.00  
CRC Contracts Amount:  
North Garage - \$9,137,000.00  
South Garage - \$5,200,000.00
- 5) Anticipated Project Schedule

Allied Building	Complete Oct. 2017
Midtown North Garage	Complete Oct. 2017
Sun King Building	Complete Summer 2018
Midtown South Garage	Complete Summer 2018
Midtown South Office	Complete Summer 2018
Midtown Flats Apartments	Complete Winter 2019/2020

- 6) Construction Milestones: North Garage Complete; South Garage Complete; South Office Complete; South Apartments - foundations and podium complete, erecting wood structure
- 7) CRC Commitments
  - Build public plaza.
  - Build two public parking garages with TIF proceeds.
  - The City will be relocating and burying Duke Energy's transmission line, completing road and Monon improvements.
- 8) Council and/or CRC Action Items



ACTION ITEM

CITY COUNCIL

CRC

# PROJECT UPDATES

## MIDTOWN WEST

- 1) Developer Partner(s): Barrett & Stokely, Merchants Bank of Indiana
- 2) Economic Development Area: Old Town
- 3) Project Summary: Mixed-use development, multiple buildings.
- 4) Total project budget: \$54,000,000 - 60,000,000  
 Bond Proceeds: \$11,100,000 approx.  
 Secured Tenants: Merchants Bank



## 5) Anticipated Project Schedule

TIF Request	2017
Design Start	2016
Construction Start	2018

- 6) Construction Milestones: Closed on land sale on September 26, 2016, Elm (4<sup>th</sup>) Street construction complete from 3<sup>rd</sup> Ave. to Range Line Road, Developer installing foundations, utility relocation.
- 7) CRC Commitments  
 Construct Elm (4<sup>th</sup>) Street SW right-of-way  
 Construct Monon right-of-way improvements, including Monon Blvd. South. Developer will reimburse part of the cost of construction for Monon Blvd. South roadway and sidewalk.
- 8) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC

# PROJECT UPDATES

## MONON & MAIN

- 1) Developer Partner(s): Monon and Main, LLC
- 2) Economic Development Area: Old Town
- 3) Project Summary: Restaurant (12,000 sq. ft.), Seven townhomes (3,000 sq. ft.), office (40,000 sq. ft.), parking garage (200 parking spaces).
- 4) Total project budget: \$20,000,000
- 5) Anticipated Project Schedule

TIF Request	2016
Design Start	2016
Construction Start	Spring 2017
Construction Complete	Summer 2018



- 6) Construction Milestones: Steel structure erected, Garage precast erected, buildings closed in, masonry starting on exterior, beginning work on interior, restaurant construction complete
- 7) CRC Commitments  
Fund parking garage with TIF installment contract, Construct Monon Boulevard, Purchase ROW and garage parcel, design and build upgraded south façade of garage
- 8) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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# PROJECT UPDATES

## MONON - URBAN SECTION

- 1) Project Summary: Project Summary: Monon enhancements in the urban section, between 1<sup>st</sup> Street NW and City Center Drive – including Arts & Design District and Midtown.
- 2) Total project budget: \$20-23 million

- 3) Anticipated Project Schedule

Design Start	2016
Construction Start	September 2017

- 4) The design team, Rundell Ernstberger, along with Crossroads Engineering, is currently working on construction documents for the Monon Plaza and Phase 2. Bids were opened and the project awarded to White Construction. Phase 1 will include the north and southbound boulevard and the sidewalks on either side from Main Street to the new 4<sup>th</sup> Street. Midtown Plaza awarded in May 2018 and Phase 2 bid out in May 2018.



*Respectfully submitted,*

CRC Staff  
Carmel Redevelopment Commission/Department  
February 20, 2020  
*Prepared for David Bowers and Jeff Worrell*  
-End Report-

**ORDINANCE NO. D-2488-19**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,  
AMENDING CHAPTER 8, ARTICLE 6, SECTIONS 8-56(d) AND 8-58(a).**

**Synopsis: Ordinance adds vehicle weight restrictions to various City streets.**

**WHEREAS**, Indiana Code § 9-20-1-3(c) enables the City of Carmel (the “City”), by ordinance, to limit the operation of trucks or other commercial vehicles on designated roads; and

**WHEREAS**, the City has previously regulated vehicle weight restrictions in City Code Chapter 8, Article 6, §§8-55 to 8-58; and

**WHEREAS**, the Common Council of the City of Carmel, Indiana, now finds that it is in the interest of the public safety and welfare to further vehicle weight restrictions within the City.

**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 8-56(d) is hereby amended to read as follows:

“(d) Vehicles picking up and/or delivering goods, or performing services to or at any location abutting or accessed by a **City Residential sStreet or street listed in Section 8-58 below**, provided that the drivers of same have in their possession written confirmation or the name and telephone number of an individual who is authorized and able to confirm that they are then engaged in such pick-up, delivery of goods or provision of services.”

Section 3. The following subsections of Carmel City Code Section 8-58 are hereby added and shall read as follows:

- “(11) **Reserved Hazel Dell Parkway, from its intersection with, but not including, East 146th Street south to its intersection with, but not including, 106th Street.**
- (12) East Smokey Row Road, from its intersection with, but not including, Keystone Parkway east to its terminus at Gray Road.**
- (13) Main Street, from its intersection with, but not including, Keystone Parkway east to its terminus at River Road.**
- (14) 126<sup>th</sup> Street, from its intersection with, but not including, Keystone Parkway east to its terminus at River Road.**

Ordinance D-2488-19  
Page One of Three Pages

This Ordinance was prepared by Jon Oberlander, Carmel Assistant Corporation Counsel, on 9/27/19 at 10:41 AM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

(15) Carmel Drive, from its intersection with, but not including, Keystone Parkway east to its terminus at 126<sup>th</sup> Street.

(16) 116<sup>th</sup> Street, from its intersection with, but not including, Keystone Parkway east to the City's corporate boundary.

(17) 106<sup>th</sup> Street, from its intersection with, but not including, Keystone Parkway east to, but not including its intersection with Gray Road.”

Section 4. The remaining provisions of Carmel City Code Sections 8-56 and 8-58 are not affected by this Ordinance and shall remain in full force and effect.

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. This Ordinance shall be in full force and effect on January 1, 2020.

Section 8. The Carmel Street Department is directed to add the appropriate signage to fulfill the mandates contained in this Ordinance no later than January 1, 2020.

*[signature page follows]*

88 **PASSED** by the Common Council of the City of Carmel, Indiana this \_\_\_\_ day of  
89 \_\_\_\_\_ 2019, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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

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Jeff Worrell, President

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Anthony Green

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Laura D. Campbell, Vice-President

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H. Bruce Kimball

\_\_\_\_\_  
Ronald E. Carter

\_\_\_\_\_  
Kevin D. Rider

\_\_\_\_\_  
Sue Finkam

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this \_\_\_\_ day of  
\_\_\_\_\_ 2019, at \_\_\_\_\_ .M.

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of  
\_\_\_\_\_ 2019, at \_\_\_\_\_ .M.

\_\_\_\_\_  
James Brainard, Mayor

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Ordinance D-2488-19  
Page Three of Three Pages

This Ordinance was prepared by Jon Oberlander, Carmel Assistant Corporation Counsel, on 9/27/19 at 10:41 AM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.  
S:\ORDINANCES\2019\D-2488-19 East Side Weight Restrictions Redline.docx

# MEMORANDUM

**TO:** Carmel City Council  
**FROM:** Adrienne Keeling  
Department of Community Services  
**SUBJECT:** Z-650-20  
**DATE:** February 7, 2020

Please find information on the following item forwarded by the Plan Commission. This item will appear on your February 17<sup>th</sup> agenda.

## **Forwarded with a favorable recommendation:**

### **Ordinance Z-649-19 (Docket No. 19120001 Z): Hamilton Crossing Retail C2 Rezone.**

The applicant seeks to rezone 7 parcels, including addresses 12195 – 12501 North Meridian Street, from the MC/Meridian Corridor District to the C-2/Mixed Use District. The site is generally located at the southeast corner of Meridian Street and Carmel Drive, and includes the Hamilton Crossing Retail Center, Hampton Inn, and a former standalone restaurant. Filed by the Department of Community Services on behalf of the Carmel Plan Commission.

## **Project Overview:**

Enclosed is a copy of the proposed ordinance, including a location map. The property is currently zoned MC/Meridian Corridor District. The purpose of this proposal is to position an existing shopping center on approximately 14 acres along the Meridian Corridor for future redevelopment in partnership with the Carmel Redevelopment Commission. As indicated on the included map, the rezone proposal includes the Hamilton Crossing shopping center, Hampton Inn, and a former standalone restaurant at the southeast corner of Meridian Street and Carmel Drive.

There are no specific building or site plans to review at this time; however, a DP/ADLS public hearing will be held by the Plan Commission Hearing Officer as is standard for the C2 District.

The standards of the **C2/Mixed Use District** are established in Article 2, Sections 2.35 & 2.36 of the Carmel Unified Development Ordinance. You may view the Unified Development Ordinance online by clicking on *Codes & Ordinances* in the Department of Community Services' website: [www.carmeldocs.com](http://www.carmeldocs.com).

## **Plan Commission Overview:**

The Department presented a location map which outlined the proposal, and noted the declining occupancy in the center in recent years. The Plan Commission asked for an overview of the history of the site. Staff explained the change in vehicular access with the US 31 upgrade, and highlighted the general under-utilization of the site with a single story retail strip center in comparison with more intense development along the corridor. No members of the public spoke at the public hearing. The Plan Commission ultimately forwarded the proposed rezoning to City Council with a favorable recommendation.

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

1. Plan Commission Certification (expires April 26, 2020).
2. Proposed Ordinance Z-650-20

**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-650-20**

**Hamilton Crossing Retail Rezone - MC to C2**

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

CARMEL CITY CLERK  
IAN 27 2020  
12:53 pm

Dear Members:

The Carmel Plan Commission offers you the following report on the application (**Docket No. 19120001 Z**) petitioning to rezone 7 parcels to C2/Mixed Use District.

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

At its regularly scheduled meeting of January 21, 2020, the Carmel Plan Commission voted Seven (7) in Favor, Zero (0) Opposed, Two (2) Absent, to forward to the Common Council the proposed **Ordinance No. Z-650-20** with a **"Favorable Recommendation"**.

Please be advised that by virtue of the Plan Commission's **Favorable** Recommendation, pursuant to IC 36-7-4-608(f), 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 Sunday, April 26, 2020.

CARMEL PLAN COMMISSION

BY: Brad Grabow  
Brad Grabow, President

ATTEST:

Joe Shestak  
Joe Shestak, Secretary  
Carmel Plan Commission  
Dated: January 27, 2020

**ORDINANCE Z-650-20**

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

*Rezoning 7 parcels located at the southeast corner of Meridian Street and Carmel Drive from the  
MC/Meridian Corridor District to the C2/Mixed Use District*

**Synopsis:**

This ordinance rezones 7 parcels located at the southeast corner of Meridian Street and Carmel Drive to the C2/Mixed Use District for the purpose of facilitating the redevelopment of the Hamilton Crossing retail center.

**WHEREAS**, pursuant to Indiana Code 36-7-4, the Common Council has lawfully adopted a unified development ordinance, the terms of which are applicable to the geographic area consisting of the incorporated area of the City of Carmel, Indiana, which unified development ordinance has been codified in Chapter 10 of the Carmel City Code; and

**WHEREAS**, pursuant to Indiana Code 36-7-4-602 the Common Council is authorized to amend the map that is part of the unified development ordinance; and

**WHEREAS**, the Carmel Advisory Plan Commission gave a favorable recommendation on Tuesday, January 21, 2020, to Docket No. 19120001 Z regarding the rezoning of 7 parcels located at the southeast corner of Meridian Street and Carmel Drive, described and illustrated in **Exhibit A**, which is incorporated herein by this reference (the “Real Property Parcels”).

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

**Section I:** That the Official Zoning Map accompanying and made part of the Unified Development Ordinance is hereby changed to designate the Real Property Parcels from the MC/Meridian Corridor District to the C2/Mixed Use District.

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

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

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**EXHIBIT A**  
**PROPERTY DESCRIPTION & LOCATION MAP**

<b><u>Tax Parcel ID:</u></b>	<b><u>Address:</u></b>	<b><u>Description:</u></b>
16-09-35-00-00-010.000	12213 N Meridian St	Acreege 0.60 Section 35, Township 18, Range 3
16-09-35-00-00-010.002	12195 N Meridian St	Acreege 1.60 Section 35, Township 18, Range 3
16-09-35-00-00-010.003	12197 N Meridian St	Acreege 1.75 Section 35, Township 18, Range 3
16-09-35-00-00-008.000	12435 N Meridian St	Acreege 2.00 Section 35, Township 18, Range 3
16-09-35-00-00-009.000	0 Meridian St N	Acreege 2.05 Section 35, Township 18, Range 3
16-09-26-00-00-016.002	12501 N Meridian St	Acreege 2.24 Section 26, Township 18, Range 3
16-09-35-00-00-007.000	12435 N Meridian St	Acreege 4.02 Section 35, Township 18, Range 3

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47 **PASSED** by the Common Council of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2020, by a vote of \_\_\_\_  
48 ayes and \_\_\_\_ nays.

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

53 \_\_\_\_\_  
54 Laura D. Campbell, President

\_\_\_\_\_   
Sue Finkam, Vice-President

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58 H. Bruce Kimball

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Kevin D. Rider

61 \_\_\_\_\_  
62 Anthony Green

\_\_\_\_\_   
Jeff Worrell

65 \_\_\_\_\_  
66 Tim Hannon

\_\_\_\_\_   
Miles Nelson

69 \_\_\_\_\_  
70 Adam Aasen

72 ATTEST:

75 \_\_\_\_\_  
76 Sue Wolfgang, Clerk

78 Presented by me to the Mayor of the City of Carmel, Indiana this \_\_\_\_ day of \_\_\_\_\_ 2020, at  
79 \_\_\_\_\_ .M.

82 \_\_\_\_\_  
83 Sue Wolfgang, Clerk

85 Approved by me, Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_ 2020, at  
86 \_\_\_\_\_ .M.

89 \_\_\_\_\_  
90 James Brainard, Mayor

92 ATTEST:

95 \_\_\_\_\_  
96 Sue Wolfgang, Clerk

98 Prepared by:  
99 Adrienne Keeling, Planning Administrator, One Civic Square, Carmel, IN 46032  
100

**ORDINANCE D-2511-20**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,  
AMENDING CHAPTER 6, ARTICLE 5 DIVISION III, SECTION 6-99 AND ADDING  
CHAPTER 6, ARTICLE 5, DIVISION III, SECTION 6-102 TO THE CARMEL CITY CODE**

**Synopsis: This ordinance updates and strengthens the welfare protections provided to animals within the City’s corporate limits and regulates commercial animal establishments.**

**WHEREAS**, pursuant to Indiana Code § 36-8-2-4, the City of Carmel (the “City”) may regulate conduct, use, or possession of property that might endanger the public health, safety, or welfare; and

**WHEREAS**, it is in the interest of public health, safety, and welfare of the citizens and animals residing in the City to update and strengthen the welfare protections provided to animals within the City’s corporate limits and to regulate commercial animal establishments to ensure that all animals receive humane and appropriate care.

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

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

Section 2. Chapter 6, Article 5, Division III, Section 6-99 of the Carmel City Code is hereby amended and shall read as follows:

“§ 6-99 General Animal Care.

**(a) *Definitions.***

**(1) “Adequate Food” means providing the appropriate quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, which is sufficient to prevent starvation, malnutrition, or risk to the Animal’s health. Garbage or spoiled or rancid food is not considered Adequate Food.**

**(2) “Adequate Shelter” means shelter that:**

- (i) Is structurally sound, maintained in good repair, and constructed with material that protects the Animal from injury;**
- (ii) Allows the Animal easy access in and out;**
- (iii) Has a weather resistant top, bottom, and sides;**
- (iv) Has an opening on no more than one side that allows the Animal to remain dry;**
- (v) Has a floor that is level, dry, and, if necessary, raised to prevent water/snow from entering the structure;**

- 47 (vi) Has a solid roof sloped away from the entrance, is free from cracks, depressions, and  
48 rough areas that might be conducive to insects, parasites, and other pests;  
49 (vii) Will protect the Animal from all elements of the weather;  
50 (viii) Provides access to adequate, dry bedding material, or other means of protection  
51 from the weather that will allow the Animal to retain body heat when the temperature is  
52 colder than what an Animal of that breed and condition can comfortably tolerate, or, the  
53 Animal must have continued and uninterrupted access to a climate controlled facility;  
54 (ix) Provides access to adequate shade during daylight hours—provided by trees, a tarp,  
55 or other means—that prevents overheating or discomfort to the Animal when the  
56 temperature is warmer than what an Animal of that breed and condition can comfortably  
57 tolerate, or, the Animal must have continued and uninterrupted access to a climate-  
58 controlled facility; and  
59 (x) Is adequately monitored during extreme weather conditions and temperatures  
60 (including a heat advisory, wind chill warning, or tornado warning that has been issued  
61 by a local, state, or national authority) by a competent person or, continued and  
62 uninterrupted access to a climate controlled facility.  
63

64 (3) “Adequate Space” means any area in which an Animal is confined and is suitable for the  
65 Animal’s species, size, age, and breed—allowing the Animal to turn about freely, stand erect  
66 with the Animal’s head up, sit, lie, and move comfortably and in a normal position. Sick and  
67 injured Animals should be confined as directed by an Authorized Veterinarian.  
68

69 (4) “Adequate Veterinary Care” means care provided under the direction of an Authorized  
70 Veterinarian and includes medical care necessary to maintain an Animal’s health and prevent  
71 unnecessary suffering. Adequate care is based on age, species and breed, and the potential for a  
72 disease or condition to spread to other Animals or humans, including but not limited to: (i)  
73 ongoing infections; (ii) infestation of parasites; (iii) any disease; or (iv) any medical condition or  
74 injury where withholding or neglecting to provide such care would endanger the health or  
75 welfare of the Animal.  
76

77 (5) “Adequate Water” means water that is clean, fresh, and potable water sufficient to prevent  
78 dehydration, properly sustain health, and prevent significant risk to the Animal's health. Snow,  
79 ice, rancid, or contaminated water is excluded from the definition of Adequate Water.  
80

81 (6) “Animal” means every living non-human vertebrate creature.  
82

83 (7) “Authorized Veterinarian” means any person licensed or permitted to practice veterinary  
84 medicine under the laws of the state, and having had no previous judgements related to their  
85 practice of veterinary medicine.  
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92 (8) "Backyard Breeding" means individuals who:

- 93 (i) Allow for the careless home breeding of more than one (1) female dog at a time;  
94 (ii) Sell un-weaned (under eight (8) weeks old) and/or diseased puppies; or  
95 (iii) Breed more than one (1) female dog, for commercial reasons, that have not obtained  
96 the applicable Breeder's Permit.

97 This definition does not apply to humane societies, rescue groups, or foster homes.  
98

99 (9) "Livestock" includes horses, cows, goats, pigs, or any other four-legged Animal,  
100 excluding dogs and cats, used for pleasure or for profit. Fowl are expressly included within this  
101 definition. The regulation of Livestock is generally governed under Indiana Code Title 15 and  
102 Indiana Administrative Code Title 345.  
103

104 (10) "Owner" means any person who owns, harbors, keeps, feeds, maintains, or has lawful  
105 possession of an Animal, or knowingly causes or knowingly permits an Animal to be harbored or  
106 kept in his or her care or to remain on or about his or her premises for thirty (30) consecutive  
107 days or more; provided, however, this shall not include a person hired or acting as custodian of  
108 the Animal for its Owner, and shall not include colony caretakers of registered colonies of feral  
109 cats.  
110

111 (11) "Unsanitary Conditions" means Animal housing or quarters, including exercise areas, that  
112 are contaminated by health hazards, irritants, items or conditions that endanger or pose a risk to  
113 an Animal's health, including but not limited to:  
114

- 115 (i) Excessive Animal waste, garbage, or trash;  
116 (ii) Excessive standing water or mud;  
117 (iii) Rancid or contaminated food or water;  
118 (iv) Fumes, foul, or noxious odor, air, hazardous chemicals, or poisons;  
119 (v) Decaying material;  
120 (vi) Uncontrolled parasite(s) or rodent infestation(s); or  
121 (vii) Areas that expose the Animal to the risk of injury, illness, or death from nails,  
122 screws, broken glass, broken boards, pits, poisons, sharp implements, or other potentially  
123 harmful items.  
124

125 (b) Every person responsible for any aAnimal located within the City shall ensure that such aAnimal:

126 (a1) Has immediate access to Adequate Space and is kept in a clean, sanitary, and healthy  
127 manner and is not confined so as to be forced to stand, sit, or lie in excrement.

128 (b2) Has Adequate sufficient wholesome fFood and Adequate wWater which is proper and  
129 nutritional for that species of animal.

130 (e3) Has immediate access to a proper and aAdequate Shelter (excluding Livestock)structure  
131 provided that is kept in a sanitary manner and that will protect the animal from all elements of  
132 the weather and will allow the animal to stand, sit and lie down without restriction.  
133

134  
135 Ordinance D-2511-20

136 Page Three of Nine

137 (d4) Receives ~~proper~~ Adequate ~~v~~Veterinary ~~e~~Care by an Authorized Veterinarian as  
138 necessary to treat illness, disease, and/or injury, to prevent the transmission of disease to other  
139 animals or human beings and to promote good animal health.

140 (e5) Is not beaten, cruelly treated, overloaded, overworked, or otherwise abused.

141 (f6) Is not abandoned, neglected, or tortured.

142 (g7) Does not become a public nuisance under the Carmel City Code, Ind. Code, Section  
143 34-1-51-1, or otherwise.

144 (h8) Does not, unprovoked, bite, kick, butt, claw, assault, attack, or otherwise create a danger  
145 to the health and/or safety of other aAnimals or human beings.

146 (i9) Is properly vaccinated and/or licensed as required by law.

147 (j10) Is prevented from running at large on property other than private property owned or  
148 lawfully occupied by its Owner by means of a leash, chain, or other appropriate physical  
149 restraint.

150 (k11) Is not left unattended in a vehicle when the conditions in that vehicle would constitute  
151 a health hazard to the aAnimal.

152 (l12) Is not transported in the open bed of a vehicle unless confined in an appropriate manner  
153 so as to reasonably prevent the aAnimal from jumping or being thrown from same.

154 (m13) Does not defecate on the property of another unless the person responsible for the  
155 aAnimal immediately thereafter removes or has removed from such property as much of the  
156 feces as is reasonably possible.

157 (14) Is not kept in Unsanitary Conditions.

158 (15) That is three (3) months of age or older (excluding livestock), bears one of the following  
159 permanent means of identification:

160 (i) A durable collar with a permanent tag bearing the Owner's current name and telephone  
161 number; or

162 (ii) An implanted microchip with a registered identification number that can be read by a  
163 standard microchip scanner.

164  
165 (c) Any person tethering an Animal (excluding Livestock) in the City's corporate limits shall comply  
166 with the following requirements:

167 (1) An Animal shall not be tethered for an excessive period of time, and may not be tethered  
168 for more than sixteen (16) hours in a twenty-four (24) hour period. In determining whether  
169 the tethering period is excessive, the officer shall take into account the Animal's breed, age,  
170 and condition.

171 (2) An Animal shall not be tethered or confined at a vacant structure or premises for any  
172 purpose or time when it is not monitored by a competent person who is present at the property  
173 for the duration of such tethering or confinement.

174 (3) During the duration of the tethering, the Animal must have Adequate Shelter from the  
175 weather, and be free from becoming entangled with the tether.

182 (4) The tether must be at least twelve (12) feet in length with operational swivels on both  
183 ends. If the Animal is attached to a trolley system, the running line must be at least twelve  
184 (12) feet in length and the tether length must be greater than the height of the running line.

185 (5) An Animal shall not be tethered by use of a choke collar nor by any rope, chain, or cord  
186 directly attached to the animal's neck, or in any manner that could harm or cause pain or  
187 discomfort to the Animal.

188 (6) The tether must be not of a weight heavy enough to cause physical damage to the  
189 Animal's neck or body.

190 (7) The tether must be able to move freely in all directions and attached in a manner so that it  
191 cannot wrap around vertical items such as a barrel, pole, or tree.

192 (8) An Animal shall not be tethered unless it is monitored by a competent person who is  
193 present at the property for the duration of such tethering.

194  
195 A person violating this subsection may be fined \$500.00 per occurrence.  
196

197 (d) Backyard Breeding shall not be permitted in the City's corporate boundaries.  
198

199 (e) It is unlawful for any person or entity to intentionally or knowingly breed an Animal for the purpose  
200 of using the Animal or its offspring in an illegal activity, including, but not limited to, Animal fighting  
201 under Indiana Code Chapter 35-46-3.  
202

203 (f) Where appropriate, investigating law enforcement may use the Tufts Animal Care and Condition  
204 Scales as a tool to assist in determining the appropriate standard of care for a dog's safety and well-  
205 being based on its breed, age, body and health condition, and acclimation to the environment and  
206 weather conditions.  
207

208 (g) Citations for violation of this Section may be issued by any City Code Enforcement Officer,  
209 Community Service Officer, or any sworn member of the Carmel Police Department, at the discretion of  
210 the officer. Any officer empowered to act by law may, at the officer's discretion, impound any Animal  
211 if the Owner is believed to have violated this Section and the officer believes that that impoundment is  
212 necessary to protect the Animal's welfare. The procedures set forth for under Indiana Code subsections  
213 35-46-3-6(c) through (d), as the same may be amended from time to time, are incorporated herein by  
214 reference and shall apply to impoundments from alleged violations under this Section, and a court of  
215 competent jurisdiction, at its discretion, may appoint a licensed veterinarian or another appropriate  
216 individual to assist the court in this process.  
217  
218  
219  
220  
221  
222  
223  
224

225 Ordinance D-2511-20

226 Page Five of Nine

This Ordinance was prepared by Benjamin J. Legge, Assistant Corporation Counsel, on January 9, 2020, at 4:06 P.M. No subsequent revision to this Ordinance has been reviewed or approved by Mr. Legge for legal sufficiency or otherwise.

227 (h) A person finding and taking possession of a lost or stray Animal in the City's corporate limits must  
228 notify the Carmel Police Department within forty-eight (48) hours of finding and taking possession of  
229 the Animal. At the discretion of the Carmel Police Department, the lost Animal may be allowed to  
230 remain in the custody of the finder, be surrendered to the Hamilton County Human Society, or be cared  
231 for by other means. The cost of care, including veterinary and boarding care, for an Animal shall be the  
232 responsibility of the Animal's Owner(s). A person finding and taking possession of an Animal is  
233 obligated to comply with all rules and regulations of this Section while the Animal is in the finder's  
234 custody awaiting return to its actual Owner.

235  
236 (i) Nothing in this Section shall prohibit or restrict the use of livestock guard dogs, livestock working  
237 dogs, or dogs that are engaged in lawful hunting activities, if the dogs are accompanied and monitored  
238 by the Owner or custodian of the dogs.

239  
240 (j) Nothing in this Section shall restrict an Owner or keeper from allowing an Animal to be outside for  
241 reasonable amounts of time during extreme temperatures to relieve itself and exercise if the Animal is  
242 being monitored by a competent person.

243  
244 (k) Nothing in the Section shall be deemed to prohibit the humane slaughter of Livestock or poultry in  
245 conformance with all applicable rules and regulations of the state board of health and the United States  
246 Food and Drug Administration.

247  
248 (l) Nothing in this Section shall prohibit hunting or fishing, as permitted by the law of the state and the  
249 rules and regulations of the Indiana Department of Natural Resources.

250  
251 (m) Nothing in this Section shall prohibit the use of commercially sold poisons or devices for the  
252 control of rats, mice, groundhogs, moles, or other similar rodents as long as the person using the poisons  
253 or devices uses reasonable care to ensure that no other Animals are exposed to the risks imposed by the  
254 poisons or devices.

255  
256 (n) Except as otherwise stated in this Section, a person violating this Section may be fined up to  
257 \$2,500.00 per occurrence.

258  
259 (o) If a court finds that a person has violated this Section the court may, in its discretion, order other  
260 owned Animals be seized by law enforcement with ownership relinquished to the Humane Society for  
261 Hamilton County or another appropriate entity, order the forfeiture of future Animal ownership within  
262 the City of Carmel's corporate limits, order counseling, and/or order the Animal's Owner to pay  
263 restitution.

264  
265 (p) This Section does not to replace state laws but is considered supplementary and in addition to the  
266 laws of the state and is to be fully enforced where not inconsistent with those laws. Any violation that is  
267 a violation of state law shall be enforced under the state statute.

268  
269  
270 Ordinance D-2511-20

271 Page Six of Nine

This Ordinance was prepared by Benjamin J. Legge, Assistant Corporation Counsel, on January 9, 2020, at 4:06 P.M. No subsequent revision to this Ordinance has been reviewed or approved by Mr. Legge for legal sufficiency or otherwise.

272           Section 3. Chapter 6, Article 5, Division III, Section 6-102 is hereby added to the Carmel City  
273 Code and shall read as follows:

274  
275 **§ 6-102 Commercial Animal Establishments.**  
276

277 (a) “Commercial Animal Establishment” includes but is not limited to:

- 278  
279           (1) Auction;  
280           (2) Flea market;  
281           (3) Circus;  
282           (4) Riding school or stable;  
283           (5) Veterinary hospital;  
284           (6) Zoological Park;  
285           (7) Pet shop;  
286           (8) Pet grooming shop;  
287           (9) Kennels;  
288           (10) Permanent fairgrounds

289  
290 (b) Standards for Commercial Animal Establishments include all of the following:

- 291  
292           (1) The establishment must be operated in such a manner as not to constitute a public nuisance;  
293           (2) The establishment shall provide an isolation area for animals that are sick or diseased to be  
294           placed in so as not to spread disease to healthy animals;  
295           (3) All animals must be kept caged within a secure enclosure that provides for Adequate Space  
296           as defined in Carmel City Code Section 6-99, or they must be under the control of the Owner at  
297           all times;  
298           (4) The establishment must provide Adequate Shelter, Adequate Food, Adequate Water,  
299           Adequate Space, and Adequate Veterinary Care, as those terms are defined in Carmel City Code  
300           Section 6-99, to all animals kept on the premises, and must follow the requirements outlined in  
301           Section 6-99 as it pertains to animals kept outdoors;  
302           (5) The establishment shall not engage in any acts of cruelty, mistreatment, or neglect;  
303           (6) The establishment will not sell animals that are un-weaned or diseased; or  
304           (7) The establishment shall not purchase or sell any animal from a Puppy Mill or Backyard  
305           Breeder as defined in this Chapter.  
306           (8) Animals are not kept in Unsanitary Conditions, as defined in Carmel City Code Section 6-99.

307  
308 (c) Any City Code Enforcement Officer, Community Service Officer, or any sworn member of the  
309 Carmel Police Department may inspect any public area of a Commercial Animal Establishment’s  
310 premises during business hours and may request of the Establishment the opportunity to inspect any  
311 other area of the Establishment’s premises where animals are kept. If the Commercial Animal  
312 Establishment refuses to allow inspection, Corporation Counsel may petition a court of competent  
313 jurisdiction for an order allowing the inspection of the premises.

314  
315 Ordinance D-2511-20  
316 Page Seven of Nine

317 (d) All Commercial Animal Establishments, other than a circus temporarily located within the City's  
318 corporate limits for less than ten (10) days per year, shall be located at a permanent building or facility  
319 and shall be permitted at that location by a special use permit or other applicable zoning permit,  
320 commercial breeding, and/or local breeder's permit, where applicable.

321  
322 (e) Citations for violation of this Section may be issued by any City Code Enforcement Officer,  
323 Community Service Officer, or any sworn member of the Carmel Police Department, at the officer's  
324 discretion.

325  
326 (f) Puppy Mills shall not be permitted in the City's corporate boundaries. "Puppy Mill" means any sized  
327 Commercial Animal Establishment that breeds more than one female dog at a time and does not adhere  
328 to good breeding, care, and sale practices, and are commercial operations that:

- 329 (1) Sell puppies without screening the purchaser;  
330 (2) Sell un-weaned (under eight (8) weeks of age) or diseased puppies;  
331 (3) Isolate breeding dogs from human interaction(s);  
332 (4) House breeding dogs in crates, kennels, trailers, garages, barns, etc., without access to  
333 adequate light or exercise;  
334 (5) Does not provide Adequate Shelter, Adequate Food, Adequate Water, Adequate Space, or  
335 Adequate Veterinary Care as those terms are defined in Carmel City Code Section 6-99; or  
336 (6) Keeps animals in Unsanitary Conditions, as defined in Carmel City Code Section 6-99.

337  
338 (g) A person violating this Section may be fined up to \$2500.00 per occurrence.

339  
340 (h) This Section does not to replace state laws but is considered supplementary and in addition to the  
341 laws of the state and is to be fully enforced where not inconsistent with those laws. Any violation that is  
342 a violation of state law shall be enforced under the state statute."

343  
344 Section 4. The remaining provisions of Carmel City Code Chapter 6, Article 5, Division III are  
345 not affected by this Ordinance and shall remain in full force and effect.

346  
347 Section 5. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance  
348 are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance,  
349 such repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any  
350 other ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun  
351 prior to the effective date of this Ordinance. Those rights, liabilities and proceedings are continued and  
352 penalties shall be imposed and enforced under such repealed or amended ordinance as if this Ordinance  
353 had not been adopted.

354  
355 Section 6. If any portion of this Ordinance is for any reason declared to be invalid by a court of  
356 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this  
357 Ordinance so long as enforcement of same can be given the same effect.

358  
359  
360 Ordinance D-2511-20

361 Page Eight of Nine

This Ordinance was prepared by Benjamin J. Legge, Assistant Corporation Counsel, on January 9, 2020, at 4:06 P.M. No subsequent revision to this Ordinance has been reviewed or approved by Mr. Legge for legal sufficiency or otherwise.

363 Section 7. This Ordinance shall be in full force and effect from and after the date of its passage  
364 and signing by the Mayor and such publication as required by law.

365  
366 PASSED by the Common Council of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
367 a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

368 COMMON COUNCIL FOR THE CITY OF CARMEL

369  
370 \_\_\_\_\_  
371 Laura D. Campbell, President H. Bruce Kimball

372  
373 \_\_\_\_\_  
374 Sue Finkam, Vice-President Miles Nelson

375  
376 \_\_\_\_\_  
377 Adam Aasen Kevin D. Rider

378  
379 \_\_\_\_\_  
380 Anthony Green Jeff Worrell

381  
382 \_\_\_\_\_  
383 Tim Hannon

384  
385 ATTEST:  
386 \_\_\_\_\_  
387 Sue Wolfgang, Clerk

388  
389 Presented by me to the Mayor of the City of Carmel, Indiana this \_\_\_\_ day of  
390 \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ .M.

391  
392  
393 \_\_\_\_\_  
394 Sue Wolfgang, Clerk

395  
396 Approved by me, Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of  
397 \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ .M.

398  
399 \_\_\_\_\_  
400 James Brainard, Mayor

401 ATTEST:  
402 \_\_\_\_\_  
403 Sue Wolfgang, Clerk

404  
405 Ordinance D-2511-20  
406 Page Nine of Nine

ORDINANCE D-2512-20

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS FOR THE SEWAGE WORKS SYSTEM OF THE CITY OF CARMEL, INDIANA, THE ISSUANCE OF REVENUE BONDS TO PROVIDE THE COST THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SYSTEM, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS, AND REPEALING ORDINANCES INCONSISTENT HEREWITH.

**Synopsis:**

*Bond Ordinance authorizing the issuance of revenue bonds payable from the net revenues of the City's sewage works utility to finance various wastewater improvements in the City.*

WHEREAS, the City of Carmel, Indiana (the "City"), has heretofore established, constructed and financed a municipal sewage works system for the purpose of providing for the collection and treatment of wastewater from the City residents and users (the "System") pursuant to IC 36-9-23 et seq., as in effect on the issue date of the bond anticipation notes or the bonds, as applicable, which are authorized herein (the "Act"); and

WHEREAS, the Common Council of the City (the "Council") hereby finds: (i) that the acquisition, construction, extension and installation of certain improvements for the System, as set forth in Exhibit A (the "Project"), are necessary; (ii) that plans, specifications and cost estimates for the Project (the "Engineering Reports") have been prepared by an engineer (the "Engineer"), employed for plans, specifications, detailed descriptions and estimates of the costs of the necessary improvements and extensions to the System, and (iii) that the Engineering Reports have been previously adopted and have been or will be submitted to all government authorities having jurisdiction, particularly the Indiana Department of Environmental Management ("IDEM"), if and to the extent IDEM approval is required under Indiana law, and has been approved by the aforesaid government authorities; and

WHEREAS, the estimates prepared and delivered by the Engineer with respect to the costs of acquisition, construction, extension and installation of certain improvements for the System, and including all authorized expenses relating thereto, including the costs of issuance of bonds and bond anticipation notes on account thereof, will be in the estimated amount not to exceed Sixteen Million Two Hundred Fifty Thousand Dollars (\$16,250,000) to be financed by the issuance of revenue bonds and bond anticipation notes in an amount not to exceed Sixteen Million Two Hundred Fifty Thousand Dollars (\$16,250,000) and

WHEREAS, the City has advertised or will advertise for and receive bids for the construction of the Project, and such bids will be subject to the determination to acquire, construct and install the Project and obtaining funds for the Project; and

1           WHEREAS, the Council finds that there are insufficient funds available to pay the cost of the  
2 Project, and that cost of the Project is to be financed by certain available funds on hand, if necessary,  
3 and through the issuance of its tax-exempt sewage works revenue bonds, in one or more series (the  
4 “2020 Bonds”) and, if necessary, its bond anticipation notes (the “BANs”); and

5           WHEREAS, the City has issued its Sewage Works Revenue Bonds of 2005, which were  
6 authorized by and issued pursuant to Ordinance No. D-1754-05 adopted by the Council on July 18,  
7 2005, as supplemented and amended by Ordinance No. D-2222-15 adopted by the Council on  
8 August 17, 2015 (collectively, the “2005 Ordinance”), which 2005 Bonds constitute a first charge on  
9 the Net Revenues (as hereinafter defined) of the System; and

10           WHEREAS, the City has issued its Sewage Works Revenue Bonds of 2009, which were  
11 authorized and issued pursuant to Ordinance No. D-1950-09 adopted by the Council on August 17,  
12 2009 (the “2009 Ordinance”) which 2009 Bonds constitute a first charge on the Net Revenues (as  
13 hereinafter defined) of the System; and

14           WHEREAS, the City has issued its Sewage Works Revenue Bonds of 2012, which were  
15 authorized and issued pursuant to Ordinance No. D-2071-11 adopted by the Council on February 20,  
16 2012, as amended by Ordinance No. D-2096-12 adopted by the Council on May 21, 2012  
17 (collectively, the “2012 Ordinance”) which 2012 Bonds constitute a first charge on the Net Revenues  
18 (as hereinafter defined) of the System; and

19           WHEREAS, the 2005 Ordinance, the 2009 Ordinance and the 2012 Ordinance (collectively,  
20 the “Prior Ordinances”) allow for the issuance of additional bonds payable from revenues of the  
21 System and ranking on parity with the 2005 Bonds, the 2009 Bonds and the 2012 Bonds  
22 (collectively, the “Prior Bonds”); and

23           WHEREAS, the Council now finds that all conditions precedent to the issuance of the Bonds  
24 on a parity with the Prior Bonds have been or will be met; and

25           WHEREAS, the Council now finds that all conditions precedent to the adoption of an  
26 ordinance authorizing the issuance of the BANs and the 2020 Bonds have been complied with in  
27 accordance with the provisions of the Act; and

28           WHEREAS, the City may enter into a Financial Assistance Agreement with the Indiana  
29 Finance Authority (the “Authority”) as part of its wastewater loan program established and existing  
30 pursuant to IC 5-1.2-1 through 5-1.2-4, and IC 5-1.2-10 (the “SRF Program”), pertaining to the  
31 Project and the financing of the Project (the “Financial Assistance Agreement”) if any bonds are sold  
32 to the Authority as part of its SRF Program; and

33           WHEREAS, the City may accept other forms of financial assistance, as and if available, from  
34 the SRF Program; and

35           WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the  
36 “Reimbursement Regulations”) specifies conditions under which a reimbursement allocation may be  
37 treated as an expenditure of bond proceeds, and the City intends by this ordinance to qualify amounts

1 advanced by the City to the Project for reimbursement from proceeds of the BANS or the Bonds in  
2 accordance with the requirements of the Reimbursement Regulations.

3 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY  
4 OF CARMEL, INDIANA, THAT:

5 **SECTION 1. Authorization of Project.** The City shall proceed with the completion of  
6 the Project in accordance with the Engineering Report, which is hereby adopted and approved, and  
7 by reference made a part of this Ordinance as fully as if the same were attached hereto and  
8 incorporated herein. The Project shall be constructed pursuant to and in accordance with the Act.  
9 The Project shall not be affected by the refunding of any BANS which may be issued pursuant to this  
10 Ordinance and any other interim borrowing related to the Project, and the bonds herein authorized  
11 shall be issued pursuant to and in accordance with the provisions of the Act. However, in the event  
12 the City desires to utilize proceeds of the 2020 Bonds (as hereinafter defined) for projects other than  
13 those contained in Exhibit A attached hereto, the Council shall first approve such projects and  
14 modify this Ordinance by adding them to the list in Exhibit A. The term “System,” “works”,  
15 “utility”, “sewage works” and other like terms where used in this Ordinance shall be construed to  
16 mean the existing Sewage Works system and all real estate and equipment used in connection  
17 therewith and appurtenances thereto, and all extensions, additions and improvements thereto and  
18 replacements thereof now or at any time hereafter constructed or acquired, and all other items as  
19 defined in the Act, whether from the proceeds of the BANS and bonds herein authorized or  
20 otherwise, provided that if the 2020 Bonds or BANS are purchased pursuant to the terms of the  
21 Financial Assistance Agreement, such term shall mean the Treatment Works (as defined in the  
22 Financial Assistance Agreement). The Project shall be carried out in accordance with the plans and  
23 specifications heretofore mentioned, which plans and specifications are hereby approved. The  
24 Council hereby orders the Project, and the issuance of the Bonds under the Act, in the amount  
25 necessary to pay the Costs of the Project, pursuant to and in accordance with the Act, Indiana Code  
26 5-1-14, Indiana Code 5-1.2-1 through Indiana Code 5-1.2-4, and Indiana Code 5-1.2-10 and other  
27 applicable laws relating to the issuance of revenue bonds. The City reasonably expects to reimburse  
28 expenditures for the Project with proceeds of the Bonds and this constitutes a declaration of official  
29 intent pursuant to Treasury Regulation 1.150-2(e) and Indiana Code 5-1-14-6(c).

30 **SECTION 2. Issuance of BANS and Bonds.**

31 (a) The City shall issue its “City of Carmel, Indiana Sewage Works Revenue Bonds of  
32 2020” [with the year and any series or other references added, revised or removed as appropriate]  
33 (the “2020 Bonds”), in one or more series, in an original principal amount not to exceed Sixteen  
34 Million Two Hundred Fifty Thousand Dollars (\$16,250,000) as negotiable, fully registered bonds,  
35 for the purpose of procuring funds to be applied to the costs of the Project, including without  
36 limitation reimbursement of preliminary expenses related to the Project and all incidental expenses  
37 incurred in connection therewith (all of which are deemed to be a part of the Project), and the costs  
38 of selling and issuing the 2020 Bonds. The 2020 Bonds shall rank on a parity with the Prior Bonds  
39 for all purposes upon satisfaction of the conditions set forth in the Prior Ordinances.

40 (b) The 2020 Bonds shall be issued in denominations of Five Thousand Dollars (\$5,000)  
41 (except for any 2020 Bonds sold to the Authority as part of the SRF Program, such denomination

1 may be One Dollar (\$1)) or any integral multiple thereof, numbered consecutively from 1 upward,  
2 and dated as of the first day of the month in which they are sold or the date of delivery, as evidenced  
3 by the execution thereof. The 2020 Bonds shall bear interest at a rate or rates not exceeding five  
4 percent (5.00%) per annum (the exact rate or rates to be determined by bidding or, if applicable,  
5 negotiations), and interest shall be payable semiannually on May 1 and November 1 in each year,  
6 beginning on the May 1 or November 1 selected by the Controller of the City (the “Fiscal Officer”)  
7 upon the advice of the City’s municipal advisor, as evidenced by delivery of the executed initial issue  
8 of the 2020 Bonds to the Registrar for authentication. Interest on the 2020 Bonds shall be calculated  
9 according to a 360-day calendar year containing twelve 30-day months. The 2020 Bonds shall mature  
10 annually on May 1 of each year thereafter over a period ending not later than twenty (20) years after  
11 the date of issuance and in such amounts which will achieve as level debt service as practicable  
12 (either based solely on the 2020 Bonds or the combined debt service of the 2020 Bonds and the Prior  
13 Bonds or for any 2020 Bond sold to the Authority as part of the SRF Program, in such amount as  
14 may meet the requirements of the SRF Program as provided by the maturities set forth in the  
15 Financial Assistance Agreement), and when considering authorized denominations and the initial  
16 principal maturity all as finally estimated, determined and fixed by the Mayor of the City (the  
17 “Executive”) and the Fiscal Officer with the advice of the City's municipal adviser, as evidenced by  
18 delivery of the executed initial issue of the 2020 Bonds to the Registrar for authentication. The  
19 amount of 2020 Bonds issued shall be determined by the Executive and the Fiscal Officer, with the  
20 advice of the City’s municipal advisor after fixing the amount of the funds of the Utility if any now  
21 on hand to be applied to the cost of the Project.

22 (c) All or a portion of the 2020 Bonds may be aggregated into and issued as one or more  
23 term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund  
24 payments and final maturities corresponding to the serial maturities described above. Sinking fund  
25 payments shall be applied to retire a portion of the term bonds as though it were a redemption of  
26 serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such  
27 maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal  
28 amount equal to such serial maturities, plus accrued interest to the redemption date, but without  
29 premium or penalty. For all purposes of this Ordinance, such mandatory sinking fund redemption  
30 payments shall be deemed to be required payments of principal which mature on the date of such  
31 sinking fund payments. Appropriate changes shall be made in the definitive form of the 2020 Bonds,  
32 relative to the form of the 2020 Bonds contained in this Ordinance, to reflect any mandatory sinking  
33 fund redemption and optional redemption terms.

34 (d) The City has the authority to elect to issue its bond anticipation note or notes  
35 (“BANs”) if necessary, in lieu of initially issuing all or a portion of 2020 Bonds to provide interim  
36 construction financing for the Project until permanent financing becomes available or to qualify for  
37 financial assistance provided from the SRF Program. BANs may be issued to (i) the Indiana Bond  
38 Bank (the “Indiana Bond Bank”) pursuant to a Purchase Agreement (“Purchase Agreement”) or the  
39 Authority pursuant to a Financial Assistance Agreement; or (ii) a purchaser pursuant to Indiana Code  
40 5-1-11 or as otherwise permitted by law and approved by the Executive and Fiscal Officer. If so  
41 determined by the Executive and Fiscal Officer, the City shall issue its BANs for the purpose of  
42 procuring interim financing to apply to the cost of the Project.

1 (e) The BAN or BANs shall be issued in an aggregate amount not exceeding Sixteen  
2 Million Two Hundred Fifty Thousand Dollars (\$16,250,000) and shall be designated “City of  
3 Carmel, Indiana Sewage Works Bond Anticipation Note of 2020” [with the year and any series or  
4 other references added, revised or removed as appropriate]. Any such BAN or BANS shall have a  
5 maturity not exceeding five (5) years and shall be dated the first day of the month in which issued or  
6 sold or the date of delivery as determined by the Executive and Fiscal Officer with the advice of the  
7 City's financial adviser. Any such BAN or BANs shall pay interest semiannually on May 1 and  
8 November 1 in each year, beginning no later than either the next May 1 or November 1 following  
9 their issuance until maturity. Any such BAN or BANS may be refunded with a later series of BAN or  
10 BANs provided that such refunding BAN or BANS shall have a maturity not exceeding one (1) year  
11 and shall be dated the first day of the month in which issued or sold or the date of delivery as  
12 determined by the Executive and Fiscal Officer with the advice of the City's financial adviser. Any  
13 such BAN or BANs shall pay interest semiannually on May 1 and November 1 in each year,  
14 beginning no later than either the next May 1 or November 1 following their issuance until maturity.  
15 BAN interest may be paid as capitalized interest and, after provision for payment of the Prior Bonds  
16 and any 2020 Bonds, from the Net Revenues of the utility on a subordinate basis. BAN interest shall  
17 be calculated according to a 360-day calendar year containing twelve 30-day months, or based on an  
18 actual days basis using a 365-day year, as determined by the Executive and Fiscal Officer with the  
19 advice of the City's financial adviser. Any such BAN or BANs shall bear interest at a rate or rates not  
20 exceeding five percent (5.00%) per annum, or bear interest at a variable rate determined by reference  
21 to any available published index as selected by the Executive or Fiscal Officer prior to their issuance,  
22 and may be sold at a discount not to exceed one percent (1%). The BANs herein authorized are  
23 payable from the proceeds of the 2020 Bonds and other legally available funds of the utility. Any  
24 such BAN or BANs shall be subject to early redemption on or after any date selected by the  
25 Executive or Fiscal Officer prior to their issuance, upon thirty (30) days notice to the owner of such  
26 BAN, without a premium. The BANs may be issued in one or more series of BANs, or the City may  
27 receive payment on the BANs in installments, as determined by the Executive and Fiscal Officer  
28 with the advice of the City's municipal advisor prior to advertising or negotiating a sale of the BANs.  
29 The BANs shall be in a customary form as approved by the Executive and Fiscal Officer.

30 (f) It shall not be necessary for the City to repeat the procedures for the issuance of its  
31 2020 Bonds; the procedures followed before the issuance of the BAN or BANs are for all purposes  
32 sufficient to authorize the issuance of the 2020 Bonds and the use of the proceeds to repay the BAN  
33 or BANs. The City shall issue the 2020 Bonds described and authorized in this Ordinance to  
34 discharge its obligations under the BAN and BANs at or before the maturity date of the BAN or  
35 BANs.

36 The City may receive payment for the 2020 Bonds and BANs in installments. With respect  
37 to any 2020 Bonds sold to the Authority as part of the SRF Program, to the extent that (a) the total  
38 principal amount of the 2020 Bonds is not paid by the purchaser or drawn down by the City or (b)  
39 proceeds remain in the Project Fund and are not applied to the Project (or any modifications or  
40 additions thereto approved by IDEM and the Authority) as of the date no additional amounts may be  
41 drawn under the Financial Assistance Agreement, the remaining 2020 Bond maturities shall be  
42 reduced in a manner that will effect as level debt service as practicable for such remaining maturities  
43 an in a manner consistent with how the initial maturities were fixed, provided however such shall in  
44 any case be consistent with the Financial Assistance Agreement.

1 Notwithstanding anything contained herein, the City may accept any other forms of financial  
2 assistance, as and if available, from the SRF Program (including without limitation (1) any  
3 forgivable loans, grants or other assistance whether available as an alternative to any 2020 Bond or  
4 BAN related provision otherwise provided for herein or as a supplement or addition thereto and (2)  
5 one or more series or combination of series of 2020 Bonds and/or BANs). If required by the SRF  
6 Program to be eligible for such financial assistance, one or more of the series of 2020 Bonds or  
7 BANs issued hereunder may be issued on a basis such that the payment of the principal of or interest  
8 on (or both) such series of 2020 Bonds is junior and subordinate to the payment of the principal of  
9 and interest on other series of 2020 Bonds issued hereunder (and/or any other revenue bonds secured  
10 by a pledge of Net Revenue, whether now outstanding or hereafter issued), all as provided by the  
11 terms of such series of 2020 Bonds as modified pursuant to this authorization. Such financial  
12 assistance, if any, shall be as provided in the Financial Assistance Agreement and the 2020 Bonds of  
13 each series of 2020 Bonds and the BANs of each series of BANs issued hereunder (including any  
14 modification made pursuant to the authorization in this paragraph to the form of Bond otherwise  
15 contained herein).

16 **SECTION 3. Pledge of Net Revenues; Payment of Principal and Interest.** The 2020  
17 Bonds, and any hereafter issued bonds ranking on a parity therewith, as to principal, premium, if any,  
18 and interest, shall be payable solely from and are hereby secured by an irrevocable pledge of and  
19 shall constitute a charge upon all the net revenues (defined as gross revenues of the works after  
20 deduction only for the payment of the reasonable expenses of operation, repair and maintenance, and  
21 after such time as no Prior Bonds remain outstanding, defined as gross revenues, inclusive of System  
22 Development Charges (as hereinafter defined), of the works after deduction only for the payment of  
23 the reasonable expenses of operation, repair and maintenance excluding transfers for payment in lieu  
24 of taxes) of the works (the "Net Revenues"), on a parity with the Prior Bonds for all purposes. For  
25 purposes of this Ordinance, "System Development Charges" shall mean the proceeds and balances  
26 from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution  
27 fees, and other similar one-time charges that are available for deposit under this ordinance; provided,  
28 however, that any System Development Charges that are enacted under IC 36-9-23-29, shall be  
29 considered as Net Revenues of the sewage works. The City shall not be obligated to pay the 2020  
30 Bonds, any BANs or the interest thereon, except from the Net Revenues, and the 2020 Bonds and  
31 any BANs shall not constitute an indebtedness of the City within the meaning of the provisions and  
32 limitations of the constitution of the State of Indiana.

33 All payments of interest on the 2020 Bonds shall be paid by check mailed one business day  
34 prior to the interest payment date to the registered owners thereof as of the fifteenth (15th) day of the  
35 month preceding the interest payment date (the "Record Date") at the addresses as they appear on the  
36 registration and transfer books of the City kept for that purpose by the Registrar (the "Registration  
37 Record") or at such other address as is provided to the Paying Agent in writing by such registered  
38 owner. Each registered owner of \$1,000,000 or more in principal amount of the 2020 Bonds shall be  
39 entitled to receive interest payments by wire transfer by providing written wire instructions to the  
40 Paying Agent before the Record Date for any payment. All principal payments and premium  
41 payments, if any, on the 2020 Bonds shall be made upon surrender thereof at the principal office of  
42 the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal  
43 tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000  
44 or more in principal amount of the 2020 Bonds, by wire transfer on the due date upon written

1 direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption  
2 date. If the 2020 Bonds or BANs are purchased by the Authority as part of the SRF Program, the  
3 principal of and interest on the 2020 Bonds or BANs shall be paid by wire transfer to such financial  
4 institution if and as directed by the Authority as of the due date of such payment or if such due date  
5 is a day when financial institutions are not open for business, on the business day immediately after  
6 such due date. So long as the Authority is the owner of the 2020 Bonds or BANs, such 2020 Bonds  
7 or BANs shall be presented for payment as directed by the Authority.

8 Interest on the 2020 Bonds or BANs sold to the Authority shall be paid from the dates of  
9 payment for the 2020 Bonds or BANs. Interest on 2020 Bonds shall be payable from the interest  
10 payment date to which interest has been paid next preceding the authentication date thereof unless  
11 such 2020 Bonds are authenticated after the Record Date for an interest payment date and on or  
12 before such interest payment date in which case they shall bear interest from such interest payment  
13 date, or unless authenticated on or before the Record Date for the first interest payment date, in  
14 which case they shall bear interest from the original date, until the principal shall be fully paid.

15 **SECTION 4. Transfer and Exchange of Bonds and BANs.** Each 2020 Bond or BAN  
16 shall be transferable or exchangeable only upon the Registration Record, by the registered owner  
17 thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of  
18 such 2020 Bond or BAN, together with a written instrument of transfer or exchange satisfactory to  
19 the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully  
20 registered 2020 Bond or Bonds, or BAN or BANs, in the same aggregate principal amount, and of  
21 the same maturity, shall be executed and delivered in the names of the transferee or transferees or the  
22 registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange  
23 shall be borne by the City except for any tax or governmental charge required to be paid with respect  
24 to the transfer or exchange, which taxes or governmental charges are payable by the person  
25 requesting such transfer or exchange. The City, the Registrar and the Paying Agent may treat and  
26 consider the persons in whose names such 2020 Bonds or BANs are registered as the absolute  
27 owners thereof for all purposes including for the purpose of receiving payment of, or on account of,  
28 the principal thereof and interest and premium, if any, due thereon.

29 In the event any 2020 Bond or BAN is mutilated, lost, stolen or destroyed, the City may  
30 execute and the Registrar may authenticate a new bond of like date, maturity and denomination as  
31 that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish  
32 it from the 2020 Bond or BAN for which it was issued, provided that, in the case of any mutilated  
33 2020 Bond or BAN, such mutilated bond shall first be surrendered to the Registrar, and in the case of  
34 any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss,  
35 theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity  
36 satisfactory to them. In the event any such 2020 Bond or BAN shall have matured, instead of issuing  
37 a duplicate bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay  
38 the same without surrender thereof. The City and the Registrar may charge the owner of such 2020  
39 Bond or BAN with their reasonable fees and expenses in this connection. Any 2020 Bond or BAN  
40 issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the  
41 City, whether or not the lost, stolen or destroyed 2020 Bond or BAN shall be found at any time, and  
42 shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all  
43 other 2020 Bond or BAN issued hereunder.

1           **SECTION 5.     Registrar and Paying Agent.** The Fiscal Officer is hereby authorized to  
2 serve as, or to appoint a qualified financial institution to serve as, Registrar and Paying Agent for the  
3 2020 Bonds and any BANs (together with any successor, the “Registrar” or “Paying Agent”). The  
4 Registrar is hereby charged with the responsibility of authenticating the 2020 Bonds and any BANs,  
5 and shall keep and maintain the Registration Record at its office. The Fiscal Officer is hereby  
6 authorized to enter into such agreements or understandings with any such institution as will enable  
7 the institution to perform the services required of a Registrar and Paying Agent. The Fiscal Officer is  
8 further authorized to pay such fees and the institution may charge for the services its provides as  
9 Registrar and Paying Agent and such fees may be paid from the Sinking Fund established to pay the  
10 principal of and interest on the 2020 Bonds and any BANs as fiscal agency charges.

11           The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by  
12 giving thirty (30) days’ written notice to the City and by first-class mail to each registered owner of  
13 the 2020 Bonds and any BANs then outstanding, and such resignation will take effect at the end of  
14 such thirty (30) days’ or upon the earlier appointment of a successor Registrar and Paying Agent by  
15 the City. Such notice to the City may be served personally or sent by first-class or registered mail.  
16 The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the  
17 City, in which event the City may appoint a successor Registrar and Paying Agent. The City shall  
18 notify each registered owner of the 2020 Bonds and any BANs then outstanding of the removal of  
19 the Registrar and Paying Agent. Notices to the registered owners of the 2020 Bonds and any BANs  
20 shall be deemed to be given when mailed by first-class mail to the addresses of such registered  
21 owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall  
22 deliver all the 2020 Bonds and any BANs, cash and investments related thereto in its possession and  
23 the Registration Record to the successor Registrar and Paying Agent.

24           **SECTION 6.     Terms of Redemption.** The 2020 Bonds may be made redeemable at the  
25 option of the City (a) on thirty (30) days' notice, in whole or in part, in any order of maturities  
26 selected by the City, for any 2020 Bonds not purchased by the Authority as part of the SRF Program,  
27 and (b) on sixty (60) days’ notice in whole or in part, in inverse order of maturities for any 2020  
28 Bonds purchased by the Authority as part of the SRF Program, and in each case, by lot within a  
29 maturity, on dates and with premiums, if any, and other terms as finally determined by the Executive  
30 and the Fiscal Officer with the advice of the City’s Municipal advisor, as evidenced by delivery of  
31 the executed initial issue of the 2020 Bonds to the Registrar for authentication; provided, however if  
32 the 2020 Bonds are sold to the SRF Program and registered in the name of the Authority, the 2020  
33 Bonds shall not be redeemable at the option of the City unless and until consented to by the  
34 Authority. Such determination shall be made and fixed separately for each series of 2020 Bonds  
35 issued.

36           Notice of redemption shall be mailed by first-class mail to the address of each registered  
37 owner of a 2020 Bond to be redeemed as shown on the Registration Record not more than (a) sixty  
38 (60) days and not less than thirty (30) days prior to the date fixed for redemption for any 2020 Bonds  
39 not purchased by the Authority as part of the SRF Program, and (b) not more than ninety (90) days  
40 and not less than sixty (60) days prior to the date fixed for redemption for any 2020 Bonds purchased  
41 by the Authority as part of the SRF Program, and in each case except to the extent such redemption  
42 notice is waived by owners of the 2020 Bonds redeemed, provided, however, that failure to give such  
43 notice by mailing, or any defect therein, with respect to any 2020 Bond shall not affect the validity of

1 any proceedings for the redemption of any other 2020 Bonds. The notice shall specify the date and  
2 place of redemption, the redemption price and the CUSIP numbers of the 2020 Bonds called for  
3 redemption. The place of redemption may be determined by the City. Interest on the 2020 Bonds so  
4 called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are  
5 available at the place of redemption to pay the redemption price on the date so named, and thereafter,  
6 such 2020 Bonds shall no longer be protected by this Ordinance and shall not be deemed to be  
7 outstanding hereunder, and the holders thereof shall have the right only to receive the redemption  
8 price.

9 All 2020 Bonds which have been redeemed shall be canceled and shall not be reissued;  
10 provided, however, that one or more new registered bonds shall be issued for the unredeemed portion  
11 of any 2020 Bond without charge to the holder thereof.

12 **SECTION 7. Execution and Negotiability.** The 2020 Bonds and any BANs shall be  
13 signed in the name of the City by the manual or facsimile signature of the Executive, and attested by  
14 the manual or facsimile signature of the Fiscal Officer, who also shall affix the seal of the City  
15 manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case  
16 any officer whose signature or facsimile signature appears thereon shall cease to be such officer  
17 before the delivery of the 2020 Bonds and any BANs, such signature shall nevertheless be valid and  
18 sufficient for all purposes as if such officer had remained in office until such delivery.

19 The 2020 Bonds and any BANs shall also be authenticated by the manual signature of the  
20 Registrar, and no 2020 Bond or BAN shall be valid or become obligatory for any purpose until the  
21 certificate of authentication thereon has been so executed.

22 The 2020 Bonds and any BANs shall have all of the qualities and incidents of negotiable  
23 instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

24 **SECTION 8. Authorization for Book-Entry System.** The 2020 Bonds and any BANs  
25 may, in compliance with all applicable laws, initially be issued and held in book-entry form on the  
26 books of the central depository system, The Depository Trust Company, its successors, or any  
27 successor central depository system appointed by the City from time to time (the “Clearing  
28 Agency”), without physical distribution of bonds to the purchasers. The following provisions of this  
29 Section apply in such event.

30 One definitive 2020 Bond or BAN of each maturity shall be delivered to the Clearing Agency  
31 (or its agent) and held in its custody. The City and Registrar may, in connection herewith, do or  
32 perform or cause to be done or performed any acts or things not adverse to the rights of the holders  
33 of the 2020 Bonds and any BANs as are necessary or appropriate to accomplish or recognize such  
34 book-entry form 2020 Bonds and any BANs.

35 During any time that the 2020 Bonds and any BANs are held in book-entry form on the books  
36 of a Clearing Agency, (1) any such 2020 Bond or BAN may be registered upon Registration Record  
37 in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the  
38 Clearing Agency in whose name such 2020 Bond or BAN is so registered shall be, and the City and  
39 the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and

1 holder of such 2020 Bond or BAN for all purposes of this Ordinance, including, without limitation,  
2 the receiving of payment of the principal of and interest and premium, if any, on such 2020 Bond or  
3 BAN, the receiving of notice and the giving of consent; (3) neither the City nor the Registrar or  
4 Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect  
5 participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended,  
6 of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any  
7 such participant holds any interest in any 2020 Bond or BAN, including, without limitation, any  
8 responsibility or obligation hereunder to maintain accurate records of any interest in any 2020 Bond  
9 or BAN or any responsibility or obligation hereunder with respect to the receiving of payment of  
10 principal of or interest or premium, if any, on any 2020 Bond or BAN, the receiving of notice or the  
11 giving of consent; and (4) the Clearing Agency is not required to present any 2020 Bond or BAN  
12 called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying  
13 Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

14 If either the City receives notice from the Clearing Agency which is currently the registered  
15 owner of the 2020 Bonds and any BANs to the effect that such Clearing Agency is unable or  
16 unwilling to discharge its responsibility as a Clearing Agency for the 2020 Bonds and any BANs, or  
17 the City elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2020  
18 Bonds and any BANs, then the City and the Registrar and Paying Agent each shall do or perform or  
19 cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2020  
20 Bonds and any BANs, as are necessary or appropriate to discontinue use of such Clearing Agency as  
21 a Clearing Agency for the 2020 Bonds and any BANs and to transfer the ownership of each of the  
22 2020 Bonds and any BANs to such person or persons, including any other Clearing Agency, as the  
23 holder of the 2020 Bonds and any BANs may direct in accordance with this Ordinance. Any  
24 expenses of such discontinuance and transfer, including expenses of printing new certificates to  
25 evidence the 2020 Bonds and any BANs, shall be paid by the City.

26 During any time that the 2020 Bonds and any BANs are held in book-entry form on the books  
27 of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other  
28 written representation from the Clearing Agency or any participant or indirect participant with  
29 respect to the identity of any beneficial owner of the 2020 Bonds and any BANs as of a record date  
30 selected by the Registrar. For purposes of determining whether the consent, advice, direction or  
31 demand of a registered owner of a 2020 Bond or BAN has been obtained, the Registrar shall be  
32 entitled to treat the beneficial owners of the 2020 Bonds and any BANs as the bondholders and any  
33 consent, request, direction, approval, objection or other instrument of such beneficial owner may be  
34 obtained in the fashion described in this Ordinance.

35 During any time that the 2020 Bonds and any BANs are held in book-entry form on the books  
36 of a Clearing Agency, the Executive, the Fiscal Officer and/or the Registrar are authorized to execute  
37 and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer  
38 Letter of Representations, and the provisions of any such Letter of Representations or any successor  
39 agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of  
40 Registrar under this Ordinance, agrees that it will (i) undertake the duties of agent required thereby  
41 and that those duties to be undertaken by either the agent or the City shall be the responsibility of the  
42 Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation  
43 same day funds settlement payment procedures. Further, during any time that the 2020 Bonds and

1 any BANs are held in book-entry form, the provisions of Section 8 of this Ordinance shall control  
2 over conflicting provisions in any other section of this Ordinance.

3 **SECTION 9. Form of the 2020 Bonds.** The form and tenor of the 2020 Bonds shall be  
4 substantially as follows (with such additions, deletions and modification as the Executive and Fiscal  
5 Officer may authorize, as conclusively evidenced by their signatures thereon), with all blanks to be  
6 filled in properly prior to delivery thereof:

7 R-\_\_\_

8  
9 UNITED STATES OF AMERICA  
10 STATE OF INDIANA COUNTY OF HAMILTON  
11 CITY OF CARMEL, INDIANA  
12 SEWAGE WORKS REVENUE BOND OF 2020  
13

14 *[As follows if sold pursuant to a Financial Assistance Agreement*

15  
16

Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Date</u>	Authentication <u>Date</u>
-------------------------	-------------------------	-------------------------	-------------------------------

17  
18 REGISTERED OWNER: Indiana Finance Authority

19  
20 PRINCIPAL SUM:

21  
22 The City of Carmel, in Hamilton, County, State of Indiana (the "City"), for value received, hereby promises to  
23 pay to the Registered Owner set forth above or registered assigns, solely out of the special revenue fund hereinafter  
24 referred to, the Principal Sum set forth above on the Maturity Date set forth above or so much thereof as may be  
25 advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for  
26 this Bond or its assigns on May 1 in the years and in the amounts set forth on Exhibit A attached hereto (unless this bond  
27 be subject to and be called for redemption prior to maturity as hereafter provided), and to pay interest hereon until the  
28 Principal Sum shall be fully paid at the Interest Rate per annum set forth above from the interest payment date to which  
29 interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the  
30 fifteenth day of the month preceding the interest payment date (the "Record Date") and on or before such interest  
31 payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on  
32 or before \_\_\_\_\_15, 20\_\_, in which case it shall bear interest from the Original Date, which interest is payable  
33 semiannually on May 1 and November 1 of each year, beginning on \_\_\_\_\_ 1, 20\_\_. Interest shall be calculated on the  
34 basis of a 360-day year comprised of twelve 30-day months.

35 The principal of and premium, if any, on this bond are payable at the principal office of  
36 \_\_\_\_\_ (the "Registrar" or "Paying Agent"), in Indianapolis, Indiana. All payments of interest  
37 on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as  
38 of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as  
39 is provided to the Paying Agent in writing by the Registered Owner. Notwithstanding the foregoing to the contrary, if  
40 payment of this Bond is made to the Indiana Finance Authority under the terms of the Financial Assistance Agreement,  
41 all payments of principal and interest hereon shall be made by wire transfer for deposit to a financial institution as  
42 directed by the Indiana Finance Authority as of the due date or if such due date is a day when financial institutions are not  
43 open for business on the business day immediately after such due date to the registered owner hereof at the address as it

1 appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in  
2 writing by the registered owner.]

3 *[As follows if not sold pursuant to a Financial Assistance Agreement*

<u>Interest</u>	<u>Maturity</u>	<u>Original</u>	<u>Authentication</u>	<u>CUSIP</u>
<u>Rate</u>	<u>Date</u>	<u>Date</u>	<u>Date</u>	

4  
5 REGISTERED OWNER:

6  
7 PRINCIPAL SUM:  
8

9 The City of Carmel, in Hamilton, County, State of Indiana (the "City"), for value received, hereby promises to  
10 pay to the Registered Owner set forth above or registered assigns, solely out of the special revenue fund hereinafter  
11 referred to, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond be subject to and be  
12 called for redemption prior to maturity as hereafter provided), and to pay interest hereon until the Principal Sum shall be  
13 fully paid at the Interest Rate per annum set forth above from the interest payment date to which interest has been paid  
14 next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month  
15 preceding the interest payment date (the "Record Date") and on or before such interest payment date in which case it  
16 shall bear interest from such interest payment date, or unless this bond is authenticated on or before \_\_\_\_\_ 15, 20\_\_,  
17 in which case it shall bear interest from the Original Date, which interest is payable semiannually on May 1 and  
18 November 1 of each year, beginning on \_\_\_\_\_ 1, 20\_\_. Interest shall be calculated on the basis of a 360-day year  
19 comprised of twelve 30-day months.

20 The principal of and premium, if any, on this bond are payable at the principal office of the Controller of the  
21 City of Carmel [the principal office of the financial institution so appointed] (the "Registrar" or "Paying Agent"), in  
22 Indianapolis, Indiana. All payments of interest on this bond shall be paid by check mailed one business day prior to the  
23 interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books  
24 kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner.  
25 Each Registered Owner of \$1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments  
26 by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All  
27 payments of principal of, and premium, if any, on this bond shall be made upon surrender thereof at the principal office  
28 of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment  
29 of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of the 2020  
30 Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to  
31 the maturity date or redemption date.]

32 THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT  
33 FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF  
34 WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE  
35 CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

36 This bond is one of an authorized issue of bonds of the City of Carmel, of Hamilton County, Indiana, of like  
37 date, tenor and effect except as to denomination, numbering, rates of interest, redemption terms and dates of maturity,  
38 aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), numbered consecutively from 1 upward (the  
39 "Bonds"), issued for the purpose of providing funds to be applied for construction and acquisition of certain  
40 improvements to the sewage works (the "Project"), and to pay incidental expenses and costs of issuance of the Bonds.  
41 This bond is issued pursuant to an ordinance adopted by the Common Council of said City on the \_\_\_\_ day of \_\_\_\_\_,  
42 2020, entitled "An Ordinance of the of the Common Council of the City of Carmel, Indiana Authorizing the Acquisition,  
43 Construction and Installation of Certain Improvements for the Sewage Works System of the City of Carmel, Indiana, the  
44 Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of the Revenues of  
45 such System, the Safeguarding of the Interests of the Owners of such Revenue Bonds and Other Matters Connected  
46 Therewith, Including the Issuance of Notes in Anticipation of such Bonds, and Repealing Ordinances Inconsistence

1 Herewith ” (the “Ordinance”), and in accordance with the provisions of Indiana law, including without limitation Indiana  
2 36-9-23, and other applicable laws, as amended (the “Act”), all as more particularly described in the Ordinance. The  
3 owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the  
4 Act.

5 Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other  
6 bonds of said issue and any hereafter issued bonds ranking on a parity therewith are payable solely from the Sinking Fund  
7 (the “Sinking Fund”) maintained under the Ordinance to be provided from the Net Revenues (defined as the gross  
8 revenues of the works after deduction only for the payment of the reasonable expenses of operation, repair and  
9 maintenance, and after such time as no Prior Bonds (as defined herein) remain outstanding, defined as gross revenues,  
10 inclusive of System Development Charges (as defined in the Ordinance), of the works after deduction only for the  
11 payment of the reasonable expenses of operation, repair and maintenance excluding transfers for payment in lieu of taxes)  
12 of the works, including all additions and improvements thereto and replacements thereof subsequently constructed or  
13 acquired on a basis that is on a parity with the Prior Bonds.

14 [Reference is hereby made to the Financial Assistance Agreement, as amended from time to time, between the  
15 City and the Indiana Finance Authority as to certain terms and covenants pertaining to the Project and this Bond (the  
16 “Financial Assistance Agreement”).]

17 The City irrevocably pledges the entire Net Revenues of the works to the prompt payment of the principal of and  
18 interest on the Bonds on a parity with the payment of the principal of and interest on the City of Carmel, Indiana Sewage  
19 Works Revenue Bonds of 2005 (the “2005 Bonds”), the City of Carmel, Indiana Sewage Works Revenue bonds of 2009  
20 (the “2009 Bonds”) and the City of Carmel, Indiana Sewage Works Revenue Bonds of 2012 (the “2012 Bonds”) (the  
21 2005 Bonds, the 2009 Bonds, and the 2012 Bonds, collectively, the “Prior Bonds”) as authorized by the Prior Ordinances  
22 (as defined in the Ordinance) and any hereafter issued bonds ranking on a parity therewith, to the extent necessary for  
23 such purposes, and covenants that it will establish proper rates and charges for services rendered by the utility as are  
24 sufficient in each year for the payment of the proper [Operation and Maintenance (as defined in the Financial Assistance  
25 Agreement) of the Utility] [and reasonable expenses of operation, repair and maintenance of the works] [and for the  
26 payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the  
27 City or the proper officers thereof shall fail or refuse to so fix and collect such rates or charges, or if there be a default in  
28 the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies  
29 provided for in the Act.

30 The City covenants that for so long as the Bonds and any hereafter issued bonds ranking on a parity therewith  
31 remain outstanding it will set aside and pay into the Sinking Fund a sufficient amount of the Net Revenues for the  
32 payment of (a) the principal of and interest on all bonds which by their terms are payable from the Net Revenues, as such  
33 principal and interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and (c) an additional amount  
34 as a margin of safety to accumulate and maintain the reserve required by the Ordinance. Such required payments of the  
35 Bonds and any hereafter issued bonds ranking on a parity therewith, shall constitute a first charge upon all the Net  
36 Revenues. Reference is made to the Ordinance for a more complete statement of the revenues from which and conditions  
37 under which this bond is payable, a statement of the conditions on which obligations may hereafter be issued on parity  
38 with this bond, the manner in which the Ordinance may be amended and the general covenants and provisions pursuant to  
39 which this bond has been issued.

40 The bonds of this issue maturing on and after May 1, 20\_\_ are redeemable at the option of the City on  
41 \_\_\_\_\_, 20\_\_ or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, [in inverse order of  
42 maturities] [in any order of maturities selected by the City] and by lot within a maturity, at 100% of face value, together  
43 with the following premiums:

- 44 \_\_\_\_\_% if redeemed on May 1, 20\_\_\_\_, or thereafter
- 45 on or before April 30, 20\_\_;
- 46 \_\_\_\_\_% if redeemed on May 1, 20\_\_\_\_, or thereafter
- 47 on or before April 30, 20\_\_;
- 48 \_\_\_\_\_% if redeemed on May 1, 20\_\_\_\_, or thereafter

1 prior to maturity;  
2  
3 plus accrued interest to the date fixed for redemption[; provided however if the Bonds are registered in the name of  
4 the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the  
5 Authority]. Each minimum authorized denomination in principal amount shall be considered a separate bond for  
6 purposes of partial redemption.  
7

8 [The bonds maturing on May 1, 20\_\_\_\_ are subject to mandatory sinking fund redemption prior to maturity, at a  
9 redemption price equal to the principal amount thereof, plus accrued interest, on May 1 in the years and in the amounts  
10 set forth below:

<u>Year</u>	<u>Amount</u>
*	

11  
12 \* Final Maturity]

13 Notice of such redemption shall be mailed by first-class mail not more than [ninety (90)] [sixty (60)] days and  
14 not less than [sixty (60)] [thirty (30)] days prior to the date fixed for redemption to the address of the registered owner of  
15 each bond to be redeemed as shown on the registration record of the City except to the extent such redemption notice is  
16 waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any  
17 defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other  
18 bonds. The notice shall specify the date and place of redemption, the redemption price [and the CUSIP numbers] of the  
19 bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for  
20 redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of  
21 redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by  
22 the Ordinance and shall not be deemed to be outstanding thereunder.

23 This bond is subject to defeasance prior to payment or redemption as provided in the Ordinance.

24 If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in  
25 trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the  
26 case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the  
27 City shall have no further obligation or liability in respect thereto.

28 This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of  
29 the Registrar by the Registered Owner in person, or by his attorney duly authorized in writing, upon surrender of this  
30 bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the  
31 Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal  
32 amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the  
33 Registered Owner, as the case may be, in exchange therefor. This bond may be transferred or exchanged without cost to  
34 the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer or  
35 exchange. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and  
36 consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the  
37 purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

38 The bonds maturing on any maturity date are issuable only in the denomination of [\$1.00] [\$5,000] or any  
39 integral multiple thereof.

40 [A Continuing Disclosure Contract from the City to each registered owner or holder of any bond, dated as of the  
41 date of initial issuance of the Bonds (the "Contract"), has been executed by the City, a copy of which is available from  
42 the City and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the  
43 City to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its

1 payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the  
2 exchange of such payment and acceptance for such promises.]

3 It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the  
4 execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

5 This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon  
6 shall have been executed by an authorized representative of the Registrar.

7  
8 IN WITNESS WHEREOF, the City of Carmel, in Hamilton County, Indiana, has caused this bond to be  
9 executed in its corporate name by the manual or facsimile signature of its Mayor, its corporate seal to be hereunto affixed,  
10 imprinted or impressed by any means and attested manually or by facsimile by its Controller.

CITY OF CARMEL, INDIANA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Controller

11  
12 REGISTRAR'S CERTIFICATE OF AUTHENTICATION  
13

14 It is hereby certified that this bond is one of the bonds described in the within-mentioned Ordinance duly  
15 authenticated by the Registrar.

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Representative

16  
17  
18 The following abbreviations, when used in the inscription of the face of this bond, shall be construed as though  
19 they were written out in full according to applicable laws or regulations:

20 TEN. COM. as tenants in common

21 TEN. ENT. as tenants by the entireties

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

23 UNIF. TRAN.  
24 MIN. ACT \_\_\_\_\_ Custodian \_\_\_\_\_  
25 (Cust.) (Minor)  
26

27 under Uniform Transfer to Minors Act of  
28

1 \_\_\_\_\_  
2 (State)  
3

4 Additional abbreviations may also be used although not in the above list.  
5

6 ASSIGNMENT  
7

8 FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Please Print or Typewrite  
9 Name and Address and Social Security or Other Identifying Number) \$\_\_\_\_\_ principal amount (must be a  
10 multiple of [\$1.00][\$5,000]) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
11 \_\_\_\_\_, attorney to transfer the within bond on the books kept for the registration thereof with full power of  
12 substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The Signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

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

13  
14 *[As follows if sold pursuant to a Financial Assistance Agreement*  
15

16 EXHIBIT A  
17

<u>Date*</u>	<u>Amount</u>	<u>Date*</u>	<u>Amount</u>
--------------	---------------	--------------	---------------

18  
19 \* Pursuant to the Financial Assistance Agreement, the final maturity of this Bond may occur prior to those set forth above  
20 in order that the final maturity of this Bond not exceed 20 years from Substantial Completion of Construction (as  
21 defined in the Financial Assistance Agreement).]  
22

23 [End of form of bonds]  
24

25 **SECTION 10. Sale of Bonds.**

26 (a) The 2020 Bonds shall be sold in a competitive sale or by negotiation with a  
27 purchaser(s) selected by the Executive and Fiscal Officer on the advice of the City's municipal  
28 advisor, to the Authority as part of its SRF Program, or to the Indiana Bond Bank pursuant to I.C. 5-  
29 1.5, as determined by the Executive and Fiscal Officer. If sold in a competitive sale, the Fiscal  
30 Officer shall cause to be published either (i) a notice of sale once each week for two consecutive  
31 weeks in accordance with I.C. §5-3-1-2, in which case the date fixed for the sale shall not be earlier  
32 than fifteen (15) days after the first of such publications and not earlier than three (3) days after the  
33 second of such publications, or (ii) a notice of intent to sell bonds once each week for two weeks in  
34 accordance with I.C. §5-1-11-2 and I.C. §5-3-1-4 and in a newspaper of general circulation published  
35 in the State capital, in which case bids may not be received more than ninety (90) days after the first

1 of such publications. Said sale notice shall state the time and place of sale, the purpose for which the  
2 2020 Bonds are being issued, the total amount thereof, the amount and date of each maturity, the  
3 maximum rate or rates of interest thereon, their denominations, the time and place of payment, the  
4 terms and conditions upon which bids will be received and the sale made and such other information  
5 as is required by law or as the Fiscal Officer shall deem necessary.

6 If sold by a competitive sale, bids for the 2020 Bonds shall be sealed and shall be presented  
7 to the Fiscal Officer in accord with the terms set forth in the sale notice. Bidders for the 2020 Bonds  
8 shall be required to name the rate or rates of interest which the 2020 Bonds are to bear, which shall  
9 be the same for all 2020 Bonds maturing on the same date and the interest rate bid on any maturity of  
10 the 2020 Bonds must be no less than the interest rate bid on any and all prior maturities, not  
11 exceeding five percent (5.00%) per annum, and such interest rate or rates shall be in multiples of one  
12 hundredth of one percent. The Fiscal Officer shall award the 2020 Bonds to the bidder who offers the  
13 lowest interest cost, to be determined by computing the total interest on all the 2020 Bonds to their  
14 maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the  
15 discount, if any. No bid for less than ninety-eight percent (98.0%) of the par value of the 2020  
16 Bonds, plus accrued interest, shall be considered. The Fiscal Officer may require that all bids be  
17 accompanied by certified or cashier's checks payable to the order of the City, or a surety bond, in an  
18 amount not to exceed one percent of the aggregate principal amount of the 2020 Bonds as a guaranty  
19 of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on  
20 the day named in the sale notice, the sale may be continued from day to day thereafter for a period of  
21 thirty (30) days without readvertisement; provided, however, that if said sale is continued, no bid  
22 shall be accepted which offers an interest cost which is equal to or higher than the best bid received  
23 at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any  
24 and all bids.

25 If the 2020 Bonds are sold by negotiated sale, the Executive is authorized to negotiate and  
26 execute a bond purchase agreement with one or more selected purchaser(s) on terms recommended  
27 by the City's municipal advisor, consistent with the parameters set forth in this Ordinance.

28 After the 2020 Bonds have been properly sold and executed, the Fiscal Officer shall receive  
29 from the purchasers payment for the 2020 Bonds and shall provide for delivery of the 2020 Bonds to  
30 the purchasers.

31 (b) The 2020 Bonds, when fully paid for and delivered to the purchaser shall be the  
32 binding special revenue obligations of the City, payable out of the Net Revenues. The proper officers  
33 of the City are hereby directed to sell the 2020 Bonds to the purchaser, to draw all proper and  
34 necessary warrants, and to do whatever acts and things which may be necessary to carry out the  
35 provisions of this Ordinance.

36 (c) If necessary, the Executive and the Fiscal Officer each are hereby authorized to deem  
37 final an official statement with respect to the 2020 Bonds, as of its date, in accordance with the  
38 provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, as amended (the "SEC  
39 Rule"), subject to completion as permitted by the SEC Rule, and the City further authorizes the  
40 distribution of the deemed final official statement, and the execution, delivery and distribution of

1 such document as further modified and amended with the approval of the Executive or the Fiscal  
2 Officer in the form of a final official statement.

3 In order to assist any underwriter of the 2020 Bonds in complying with paragraph (b)(5) of  
4 the SEC Rule by undertaking to make available appropriate disclosure about the City and the 2020  
5 Bonds to participants in the municipal securities market, the City hereby covenants, agrees and  
6 undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC  
7 Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will  
8 comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing  
9 disclosure contract" shall mean that certain continuing disclosure contract executed by the City and  
10 dated the date of issuance of the 2020 Bonds, as originally executed and as it may be amended from  
11 time to time in accordance with the terms thereof. The execution and delivery by the City of the  
12 continuing disclosure contract, and the performance by the City of its obligations thereunder by or  
13 through any employee or agent of the City, are hereby approved, and the City shall comply with and  
14 carry out the terms thereof.

15 (d) The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the  
16 validity of the 2020 Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the  
17 purchasers of the 2020 Bonds or to cause a copy of said legal opinion to be printed on each 2020  
18 Bond. The cost of such opinion shall be paid out of the proceeds of the 2020 Bonds.

19 (e) In connection with the sale of the 2020 Bonds, the Executive and the Fiscal Officer  
20 each are authorized to take such actions and to execute and deliver such agreements and instruments  
21 as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2020 Bonds, and the  
22 taking of such actions and the execution and delivery of such agreements and instruments are hereby  
23 approved.

24 (f) In connection with the sale of the BANs, the Executive and the Fiscal Officer each are  
25 authorized to take all or a part of the same authorized actions, and to execute and deliver the  
26 agreements and instruments, as they deem advisable with respect to the BANs to the same extent as  
27 if the foregoing provisions of this Section applicable to the 2020 Bonds were applied to the sale of  
28 the BANs, provided they shall not be required to take each and every such act as would relate to the  
29 2020 Bonds unless by law it is required with respect to the BANs.

30 (g) Notwithstanding anything in this Ordinance and in lieu of a public sale of the 2020  
31 Bonds pursuant to this Section, the 2020 Bonds may, in the discretion of the Fiscal Officer, based  
32 upon the advice of the City's municipal advisor, be sold to the Indiana Bond Bank or to the Authority  
33 as part of the SRF Program. In the event of such determination of sale to the Indiana Bond Bank, the  
34 2020 Bonds shall be sold to the Indiana Bond Bank in such denomination or denominations as the  
35 Indiana Bond Bank may request, and pursuant to a qualified entity purchase agreement (the  
36 "Purchase Agreement") between the City and the Indiana Bond Bank, hereby authorized to be  
37 entered into and executed by the Executive on behalf of the City, and attested by the Fiscal Officer,  
38 subsequent to the date of the adoption of this Ordinance. Such Purchase Agreement may set forth the  
39 definitive terms and conditions for such sale, but all of such terms and conditions must be consistent  
40 with the terms and conditions of this Ordinance, including without limitation, the interest rate or  
41 rates on the 2020 Bonds which shall not exceed the maximum rate of interest for the 2020 Bonds

1 authorized pursuant to this Ordinance. Bonds sold to the Indiana Bond Bank shall be accompanied  
2 by all documentation required by the Indiana Bond Bank pursuant to the provisions of Indiana Code  
3 5-1.5 and the Purchase Agreement, including, without limitation, an approving opinion of nationally  
4 recognized bond counsel, certification and guarantee of signatures and certification as to no litigation  
5 pending, as of the date of delivery of the 2020 Bonds to the Indiana Bond Bank, challenging the  
6 validity or issuance of the 2020 Bonds. In the event the Fiscal Officer determines to sell the 2020  
7 Bonds to the Indiana Bond Bank, the submission of an application to the Indiana Bond Bank, the  
8 entry by the City into the Purchase Agreement, and the execution and delivery of the Purchase  
9 Agreement on behalf of the City by the Executive in accordance with this Ordinance are hereby  
10 authorized, approved and ratified.

11 In the event of such determination of sale to the Authority as part of the SRF Program, The  
12 Executive and Fiscal Officer with the advice of the City’s municipal advisor are hereby authorized to  
13 (i) submit an application to the SRF Program, (ii) negotiate the terms of and execute and deliver a  
14 Financial Assistance Agreement between the City and the Authority pursuant to Indiana Code 5-1.2-  
15 1 through Indiana Code 5-1.2-4 and Indiana Code 5-1.2-10 (in a form substantially similar to that  
16 attached hereto as Exhibit B, but with such changes in form or substances as such officials may  
17 approve, as conclusively evidenced by their signature thereof) (including any amendment thereof),  
18 and (iii) sell one or more series of the 2020 Bonds upon such terms as are acceptable to the  
19 Executive and the Fiscal Officer consistent with the terms of this Ordinance. The Financial  
20 Assistance Agreement (including any amendment thereof) for one or more series of the 2020 Bonds  
21 and the Project shall be executed by the Executive and Fiscal Officer and the Authority. The  
22 Executive and the Fiscal Officer are hereby authorized to execute and deliver an amended and  
23 restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an  
24 earlier series of 2020 Bonds has been purchased by the Authority and may approve any changes in  
25 form or substance to Financial Assistance Agreement as they determined to be necessary or desirable  
26 in connection therewith, and such approval shall be conclusively evidenced by its execution.

27 **SECTION 11. Use of Proceeds.** Any accrued interest received at the time of delivery of  
28 the 2020 Bonds or BANs (and, if deemed by the Executive or the Fiscal Officer to be in excess of  
29 Project and Refunding needs, any premium), shall be deposited in the Sinking Fund (as hereafter  
30 defined) and applied to payments on the 2020 Bonds and any BANs on the first interest payment  
31 date. The remaining proceeds from the sale of the 2020 Bonds and any BANs shall be deposited in a  
32 fund of the utility hereby created and designated as “City of Carmel, Indiana 2020 Sewage Works  
33 Bond Project Fund” (the “Project Fund”) or applied to the payment of costs of the Project as  
34 contemplated by the Financial Assistance Agreement. The proceeds deposited in the Project Fund,  
35 together with all investment earnings thereon, shall be expended only for the purpose of paying the  
36 costs of the Project, refunding the BANs if issued and the costs of selling and issuing the 2020 Bonds  
37 and any BANs, including the premium for any bond insurance obtained for the 2020 Bonds.

38 The City hereby declares that it reasonably expects to reimburse the City's advances to the  
39 Project from proceeds of any BANs or the 2020 Bonds, as anticipated by this Ordinance, and such  
40 declaration shall be deemed one within the meaning of the Reimbursement Regulations.

41 Any balance remaining in the Project Fund after the completion of the Project which is not  
42 required to meet unpaid obligations incurred in connection therewith and on account of the sale and

1 issuance of the 2020 Bonds shall be paid (a) paid into the Sinking Fund (to be part of the hereinafter  
2 referenced Principal and Interest Amount) or (b) used for the same purpose or type of project for  
3 which the 2020 Bonds were originally issued, all in accordance with I.C. 5-1-13, as amended or as  
4 otherwise permitted by law.

5       **SECTION 12. Revenue Fund.** There is hereby continued a fund of the utility designated  
6 as the Revenue Fund (the “Revenue Fund”), into which there shall be deposited upon receipt all  
7 revenues (including any System Development Charges that are not considered Net Revenues) of the  
8 works for application as set forth below. Nothing in this Ordinance shall require the City to keep  
9 such revenues in such a fund so long as the City is able to account for all such revenue and have it  
10 available for the funds of the Funds and Accounts of the works as set forth below on a regular,  
11 consistently applied monthly cycle. The orderly allocation of revenues of the works may be  
12 processed on a combined billing basis with other utilities of the City, provided that the cycle is  
13 complete by the end of the month next following the receipt of any payment made in respect of the  
14 works. Other than as provided by Section 15 herein, no moneys derived from the revenues of the  
15 sewage works shall be transferred to the general fund of the City or be used for any purpose not  
16 connected with the sewage works.

17       **SECTION 13. Operation and Maintenance Fund.** There is hereby continued an  
18 operating fund of the utility designated as the Operation and Maintenance Fund (the “Operation and  
19 Maintenance Fund”). There shall be transferred from the Revenue Fund and credited to the Operation  
20 and Maintenance Fund, on the last day of each calendar month, a sufficient amount to meet the  
21 expenses of operation, repair and maintenance for the then next succeeding two calendar months;  
22 provided however, that the amount credited to the Operation and Maintenance Fund may only exceed  
23 the estimated expenses of the operation, repair and maintenance for the then next succeeding two  
24 calendar months after meeting the requirements of the Sinking Fund. The moneys credited to this  
25 Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance  
26 expenses of the works on a day-to-day basis, but none of the moneys in the Operation and  
27 Maintenance Fund shall be used for depreciation, replacements, improvements, extensions or  
28 additions and after such time as no Prior Bonds remain outstanding, none of the moneys in the  
29 Operation and Maintenance Fund shall be used for transfers for payment in lieu of property taxes.  
30 Any balance in Operation and Maintenance Fund in excess of the expected expenses of operation,  
31 repair and maintenance for the next succeeding month may be transferred to the Sinking Fund if  
32 necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of  
33 the works.

34       **SECTION 14. Sinking Fund.** There is hereby continued a fund of the utility designated as  
35 the Sinking Fund (the “Sinking Fund”), to be used for the payment of the principal of and interest on  
36 2020 Bonds and any bonds which by their terms are payable from the Net Revenues, and the  
37 payment of any fiscal agency charges in connection with such payment. All deposits into the Sinking  
38 Fund shall be tracked, allocated and applied either as part of a Principal and Interest Amount or Debt  
39 Service Reserve Amount, each of which is pledged and to be applied for the purposes set forth  
40 below. The Principal and Interest Amount and the Debt Service Reserve Amount need not be  
41 separated into different accounts, but may be held as separate accounts if such is from time to time  
42 determined by the utility to be convenient to track, allocate and apply monies held in the Sinking

1 Fund as part of the Principal and Interest Amount and Debt Service Reserve Amount as set forth  
2 below.

3 (a) Principal and Interest Amount. There shall be transferred on the last day of each  
4 calendar month, from the Revenue Fund and credited to the Sinking Fund, which shall be part of the  
5 Principal and Interest Amount, an amount equal to the sum of at least (i) one-twelfth (1/12) of the  
6 principal and at least one-sixth (1/6) of the interest on all the then outstanding bonds payable from  
7 the Net Revenues on the next succeeding principal and interest payment dates (except in the instance  
8 of the first principal and interest payment dates next succeeding the issuance of the 2020 Bonds, an  
9 appropriately greater percentage as would result in such equal monthly transfers equaling the  
10 required payments), until the amount available therein shall equal the principal payable during the  
11 next succeeding twelve (12) calendar months and the interest payable during the next six (6) calendar  
12 months. There shall similarly be credited to the account any amount necessary to pay when due the  
13 bank fiscal agency charges for paying principal of and interest on the bonds as the same become  
14 payable. The City shall, from the sums deposited in the Sinking Fund and held as part of the  
15 Principal and Interest Amount, remit promptly to the registered owner or to the bank fiscal agency  
16 sufficient moneys to pay the principal and interest on the due dates thereof together with the amount  
17 of bank fiscal agency charges.

18 (b) Debt Service Reserve Amount. There shall be transferred, on the last day of each  
19 calendar month following the issuance of the 2020 Bonds, after making any required transfer to the  
20 Sinking Fund held as part of the Principal and Interest Amount, from the Revenue Fund and credited  
21 to the Sinking Fund, which shall be part of the Debt Service Reserve Amount, an amount to  
22 constitute an appropriate reserve to facilitate the marketing of the 2020 Bonds, which monthly  
23 deposits shall be in an amount sufficient to build the balance in the Sinking Fund constituting part of  
24 the Debt Service Reserve Amount (after consideration of any transfers made pursuant to the next  
25 following sentence) to an amount equal to such required reserve within no more than five (5) years  
26 on a level monthly basis (after accounting for earnings thereon), which reserve amount shall not  
27 exceed the hereinafter Reserve Requirement. The Fiscal Officer, with the advice of the City's  
28 municipal advisor, may transfer an amount of the funds of the utility now on hand, or apply proceeds  
29 of the 2020 Bonds, in full or partial satisfaction of the Reserve Requirement. After the issuance of  
30 the 2020 Bonds, the City shall maintain the balance in the Sinking Fund constituting part of the Debt  
31 Service Reserve Amount in an amount equal to the Reserve Requirement, subject to the provisions  
32 of this Ordinance or any ordinance authorizing and any hereafter issued bonds ranking on a parity  
33 therewith, which allows the Reserve Requirement to be accumulated over time. For these purposes,  
34 "Reserve Requirement" means the least of ten percent (10%) of the proceeds of the 2020 Bonds and  
35 any bonds ranking on a parity therewith (including the outstanding Prior Bonds), the maximum  
36 annual debt service on the 2020 Bonds and any such parity bonds (including the outstanding Prior  
37 Bonds), or 125% of the average annual debt service on the 2020 Bonds and any parity bonds  
38 (including the outstanding Prior Bonds), *provided, however*, that if the 2020 Bonds are sold to the  
39 Authority as part of its SRF Program, the Reserve Requirement shall mean the maximum annual  
40 debt service on the 2020 Bonds and any parity bonds (including the outstanding Prior Bonds).

41 All money designated as part of the Debt Service Reserve Amount shall be used and  
42 reallocated to the Principal and Interest Amount, in the event of and to the extent of any deficiency in  
43 the Sinking Fund constituting part of the Principal and Interest Amount with respect to the payments

1 then due on the 2020 Bonds and any parity bonds (including the Prior Bonds), or to make the final  
2 payments on such bonds when the Sinking Fund constituting part of the Debt Service Reserve  
3 Amount, together with other funds available for such purpose, is sufficient to make all remaining  
4 payments thereon to final maturity. Any amount designated as the Debt Service Reserve Amount in  
5 excess of the Reserve Requirement shall be withdrawn from time to time, and at least as frequently  
6 as annually, to the Principal and Interest Amount. Any deficiency in the balance required to be held  
7 in the Sinking Fund constituting part of the Debt Service Reserve Amount shall be promptly made  
8 up from the next available Net Revenues after credits to the Sinking Fund constituting part of the  
9 Principal and Interest Amount.

10 Notwithstanding the foregoing, the Fiscal Officer, with the advice of the City's municipal  
11 advisor and bond counsel, may enable the City to satisfy all or any part of its obligation to maintain  
12 the Sinking Fund constituting part of the Debt Service Reserve Amount equal to the Reserve  
13 Requirement by depositing a Reserve Fund Credit Facility in the Sinking Fund and allocating it as  
14 part of the Debt Service Reserve Amount. A "Reserve Fund Credit Facility" is hereby defined as a  
15 letter of credit, liquidity facility, insurance policy or comparable instrument furnished by a bank,  
16 insurance company, financial institution or other entity pursuant to a reimbursement agreement or  
17 similar instrument between such entity and the City, for the purpose of satisfying in whole or in part  
18 the City's obligation to maintain the Reserve Requirement, provided that the Reserve Fund Credit  
19 Facility must be issued by a provider (a) that is rated in one of the two highest rating categories by  
20 Standard & Poor's Corporation and Moody's Investors Service at the time of the issuance of such  
21 Reserve Fund Credit Facility, and (b) if the 2020 Bonds or BANs are purchased by the Authority as  
22 part of the SRF Program, such provider shall be acceptable to the Authority.

23 In the event the Debt Service Reserve Amount applicable to any series of 2020 Bonds or any  
24 bonds ranking on a parity therewith (including the outstanding Prior Bonds) is met by a Reserve  
25 Fund Credit Facility and such facility is not available to pay the principal of and interest on all such  
26 outstanding bonds payable from Net Revenues, then (i) the bonds so secured by such a Reserve Fund  
27 Credit Facility shall only be secured by (and payable from) such allocable portion of the Debt Service  
28 Reserve Amount attributable to such bonds as if such Reserve Fund Credit Facility were held in a  
29 separate account from the portion of the Debt Service Reserve Amount applicable to the remainder  
30 of the bonds, (ii) any required deposits (including as a result of any deficiency in the balance required  
31 to be held) in the Sinking Fund constituting part of the Debt Service Reserve Amount shall be  
32 allocated to such separate reserves on a pro rata, party basis to meet such allocable portion of the  
33 Debt Service Reserve Amount attributable to such bonds, and (iii) any cash allocated to a separate  
34 reserve shall be applied to pay the principal of and interest on the outstanding bonds secured by it  
35 before a draw is made to make such a payment from a Reserve Fund Credit Facility that is also held  
36 in the same reserve.

37 If the 2020 Bonds or BANs are purchased by the Authority as part of the SRF Program and to  
38 the extent required by the SRF Program, the Sinking Fund and the Project Fund may be held by a  
39 financial institution acceptable to the SRF Program pursuant to terms acceptable to the SRF  
40 Program. If the Sinking Fund and the accounts therein are so held in trust, the City shall transfer the  
41 monthly required amounts of Net Revenues to the Sinking Fund in accordance with this Section 14  
42 and the financial institution holding such funds in trust shall be instructed to pay the required  
43 payments in accordance with the payment schedules for the City's outstanding 2020 Bonds. The

1 Council hereby authorizes the Executive and the Fiscal Officer to execute and deliver an agreement  
2 with a financial institution to reflect this trust arrangement for the Sinking Fund and Project Fund.  
3 The financial institution selected to serve in this role may also serve as Registrar and Paying Agent  
4 for the 2020 Bonds or the Prior Bonds of the City.

5         **SECTION 15. Improvement Fund**. After meeting the requirements of the Operation and  
6 Maintenance Fund and the Sinking Fund, any excess revenues may be transferred from the Revenue  
7 Fund and credited to the special utility fund, to be expended in making good depreciation in the  
8 works and new construction, hereby continued and designated as the “Improvement Fund” (the  
9 “Improvement Fund”). Said Fund shall be used for (a) replacements, improvements, extensions and  
10 additions to the works and (b) any other lawful purpose (including without limitation and subject to  
11 applicable law, payments in lieu of property taxes to the City) provided that if any of the 2020 Bonds  
12 are owned by the Authority as part of the SRF Program, unless otherwise approved by the prior  
13 written consent of the Authority, such uses and transfers pursuant to clause (b) (including payments  
14 in lieu of taxes and any transfers to the General Fund of the City) shall be made only (i) no more  
15 frequently than semiannually on May 2 and November 2, and (ii) if all monthly deposits required by  
16 this Ordinance are current and held as of such dates in the Operation and Maintenance Fund and the  
17 Sinking Fund. Moneys in the Improvement Fund shall be transferred to the Sinking Fund if necessary  
18 to prevent a default in the payment of principal of and interest on the then outstanding bonds of the  
19 works, or may be transferred to the Operation and Maintenance Fund to meet unforeseen  
20 contingencies in the operation, repair and maintenance of the works.

21         **SECTION 16. Investment of Funds**. The funds and accounts described herein shall be  
22 accounted for separate and apart from each other and from all other funds and accounts of the City.  
23 All moneys deposited in the funds and accounts shall be deposited, held and secured as public funds  
24 in accordance with the public depository laws of the State of Indiana; provided that moneys therein  
25 may be invested in obligations in accordance with the applicable laws, including particularly Indiana  
26 Code, Title 5, Article 13, as amended or supplemented, Indiana Code 5-1.2-1 through Indiana Code  
27 5-1.2-4 and Indiana Code 5-1.2-10, and in the event of such investment the income therefrom shall  
28 become a part of the funds invested and shall be used only as provided in this Ordinance.

29         The Fiscal Officer is hereby authorized pursuant to Indiana Code 5-1-14-3 to invest moneys  
30 pursuant to the provisions of this Ordinance (subject to applicable requirements of federal law to  
31 ensure such yield is then current market rate) to the extent necessary or advisable to preserve the  
32 exclusion from gross income of interest on the 2020 Bonds under federal law.

33         The Fiscal Officer shall keep full and accurate records of investment earnings and income  
34 from moneys held in the funds and accounts created or referenced herein. In order to comply with the  
35 provisions of this Ordinance, the Fiscal Officer is hereby authorized and directed to employ  
36 consultants or attorneys from time to time to advise the City as to requirements of federal law to  
37 preserve the tax exclusion. The Fiscal Officer may pay any fees as operation expenses of the utility.

38         **SECTION 17. Financial Records and Accounts**. The City shall keep proper records and  
39 books of account, separate from all of its other records and accounts, in which complete and correct  
40 entries shall be made showing all revenues received on account of the operation of the utility and all  
41 disbursements made therefrom and all transactions relating to the utility. The City shall maintain on

1 file the audited financial statements of the utility prepared by the State Board of Accounts. There  
2 shall be furnished, upon written request, to any owner of the 2020 Bonds and any BANs, the most  
3 recent copy of the audited financial statements of the utility prepared by the State Board of Accounts.  
4 Copies of all such statements and reports shall be kept on file in the office of the Fiscal Officer.

5 If the 2020 Bonds are sold to the Authority as part of the SRF Program, the City shall  
6 establish and maintain the books and other financial records of the Project (including the  
7 establishment of a separate account or subaccount for the Project) and the Utility in accordance with  
8 (i) generally accepted governmental accounting standards for utilities on an accrual basis as  
9 promulgated by the Governmental Accounting Standards Board, and (ii) the rules, regulations and  
10 guidance of the State Board of Accounts.

11 **SECTION 18. Rate Covenant.** (a) The City covenants and agrees that, by ordinance of  
12 the Council, it will establish and maintain just and equitable rates and charges for the use of and the  
13 service rendered by the works, to be paid by the owner of each and every lot, parcel of real estate or  
14 building that is connected with and uses said works by or through any part of the utility, or that in  
15 any way uses or is served by such works; that such rates or charges shall be sufficient in each year for  
16 the payment of the proper and reasonable expenses of operation, repair and maintenance of the  
17 works, and for the payment of the sums required to be paid into the Sinking Fund by the Act and this  
18 Ordinance. Such rates or charges shall, if necessary, be changed and readjusted from time to time so  
19 that the revenues therefrom shall always be sufficient to meet the expenses of operation, repair and  
20 maintenance of the works and the requirements of the Sinking Fund. The rates or charges so  
21 established shall apply to any and all use of such works by and service rendered to the City and all  
22 departments thereof, and shall be paid by the City or the various departments thereof as the charges  
23 accrue.

24 (b) This subsection (b) shall apply in lieu of the provision of subsection (a) above with  
25 respect to the 2020 Bonds owned by the Authority as part of the SRF Program. The City covenants  
26 and agrees that by ordinance of the Council, it will establish and maintain just and equitable rates and  
27 charges, provided that System Development Charges shall be excluded, to the extent permitted by  
28 law, when determining if such rates and charges are sufficient so long as the 2020 Bonds are  
29 outstanding and owned by the Authority as part of its SRF Program, for the use of and the service  
30 rendered by the works to be paid by the owner of each and every lot, parcel of real estate or building  
31 that is connected with and uses said works by or through any part of the utility or that in any way  
32 uses or is served by such works, that such rates or charges shall be sufficient in each year to provide  
33 for the proper Operation and Maintenance (as defined in the Financial Assistance Agreement) of the  
34 Utility and for the payment of the sums required to be paid into the Sinking Fund by the Act and this  
35 Ordinance. Such rates or charges shall, if necessary, be changed and readjusted from time to time so  
36 that the revenues therefrom shall always be sufficient to meet the expenses of operation, repair and  
37 maintenance of the works and the requirements of the Sinking Fund. The rates or charges so  
38 established shall apply to any and all use of such works by and service rendered to the City and all  
39 departments thereof and shall be paid by the City or the various departments thereof as the charges  
40 accrue.

41 **SECTION 19. Defeasance.** If, when the 2020 Bonds and any BANs or a portion thereof  
42 shall have become due and payable in accordance with their terms or shall have been duly called for

1 redemption or irrevocable instructions to call the 2020 Bonds and any BANs or a portion thereof for  
2 redemption shall have been given, and the whole amount of the principal, premium, if any, and the  
3 interest so due and payable upon such 2020 Bonds and any BANs or any portion thereof then  
4 outstanding shall be paid, or (i) sufficient moneys or (ii) direct obligations of, or obligations the  
5 principal of and interest on which are unconditionally guaranteed by the United States of America,  
6 the principal of and the interest on which when due will provide sufficient moneys for such purpose,  
7 shall be held in trust for such purpose, and provision shall also be made for paying all fees and  
8 expenses for the redemption, then and in that case the 2020 Bonds and any BANs issued hereunder  
9 or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of  
10 the Net Revenues of the works.

11 **SECTION 20. Additional Obligations.** The City reserves the right to authorize and issue  
12 additional BANs at any time ranking on a parity with the BANs. The City reserves the right to  
13 authorize and issue additional bonds payable out of the Net Revenues ranking on a parity with the  
14 2020 Bonds for the purpose of financing the cost of future additions, extensions and improvements  
15 to the works, or to provide for a complete or partial refunding of obligations, subject to the following  
16 conditions precedent:

17 (a) The interest on and principal of all bonds payable from the Net  
18 Revenues shall have been paid to date in accordance with the terms thereof, provided,  
19 this condition shall be satisfied if any required amount is to be provided from the  
20 proceeds of such additional bonds or other funds.

21 (b) The balance in Sinking Fund constituting part of the Debt Service  
22 Reserve Amount shall be equal to the amount required herein, provided, this  
23 condition shall be satisfied if any required amount is to be provided from the  
24 proceeds of such additional bonds or other funds either (i) at the time of their  
25 issuance or (ii) by monthly deposits in an amount sufficient to build the balance in  
26 the Sinking Fund constituting part of the Debt Service Reserve Amount to an amount  
27 equal to the Reserve Requirement with no more than five (5) years after the  
28 additional bonds are issued, on a level monthly basis (after accounting for earnings  
29 thereon).

30 (c) The Net Revenues in the fiscal year immediately preceding the  
31 issuance of any such bonds ranking on a parity with the 2020 Bonds (provided,  
32 within the 90 day period following the end of such preceding fiscal year, if such  
33 year's account records are not final as of the sale date of the additional bonds, the  
34 fiscal year preceding such year may be used in lieu of the immediately preceding  
35 year) shall be not less than one hundred twenty five percent (125%) of the annual  
36 principal and interest requirements of the then outstanding parity bonds (including  
37 the 2020 Bonds) and the additional parity bonds proposed to be issued for each  
38 respective year during the term of such outstanding parity bonds and the proposed  
39 additional bonds; or, prior to the issuance of the additional bonds, the rates and  
40 charges shall be increased sufficiently so that said increased rates and charges applied  
41 to the previous fiscal year's operations (provided, within the 90 day period following  
42 the end of such preceding fiscal year, if such year's account records are not final as of

1 the sale date of the additional bonds, the fiscal year preceding such year may be used  
2 in lieu of the immediately preceding year) would have produced Net Revenues for  
3 said year equal to not less than one hundred twenty five percent (125%) of the annual  
4 principal and interest requirements of the then outstanding parity bonds for each  
5 respective year during the term of such outstanding parity bonds and the proposed  
6 additional bonds. For purposes of this subsection, the records of the works shall be  
7 analyzed and all showings shall be prepared by a certified public accountant  
8 employed by the City for that purpose. In addition, for purposes of this subsection  
9 with respect to any additional parity bonds proposed to be issued, while the 2020  
10 Bonds remain outstanding and owned by the Authority as part of its SRF Program,  
11 Net Revenues may not include any revenues from the System Development Charges  
12 unless the Authority provides its consent to include all or some portion of the System  
13 Development Charges as part of the Net Revenues or otherwise consents to the  
14 issuance of such additional parity bonds without satisfying this subsection (c).

15 (d) The principal of said additional parity bonds shall be payable on May  
16 1 and the interest shall be payable on May 1 and November 1 during the periods such  
17 principal and interest are payable.

18 (e) If the 2020 Bonds are sold to the Authority: (i) the City obtains the  
19 consent of the Authority; (ii) the City has faithfully performed and is in compliance  
20 with each of its obligations, agreements and covenants contained in the Financial  
21 Assistance Agreement and this Ordinance; and (iii) the City is in compliance with its  
22 System permits, except for noncompliance, the elimination of which is a purpose for  
23 which the 2020 Bonds or the additional bonds are issued, including any refunding  
24 bonds, are issued, so long as such issuance constitutes part of an overall plan to  
25 eliminate such noncompliance.

26 **SECTION 21. Further Covenants of the City.** For the purpose of further safeguarding  
27 the interests of the owners of the 2020 Bonds and any BANs, it is hereby specifically provided as  
28 follows:

29 (a) The City shall at all times maintain the works in good condition, and  
30 operate the same in an efficient manner and at a reasonable cost.

31 (b) If the 2020 Bonds are sold to the Authority as part of the SRF  
32 Program, the City shall acquire and maintain insurance coverage as required by the  
33 Authority including fidelity bonds to protect the Utility and its operations, provided  
34 that if the City is not so directed by the Authority, so long as any of the 2020 Bonds  
35 or BANs are outstanding, the City shall maintain insurance on the insurable parts of  
36 the works, of a kind and in an amount such as would normally be carried by private  
37 entities engaged in a similar type of business. All insurance shall be placed with  
38 responsible insurance companies qualified to do business under the laws of the State  
39 of Indiana. Insurance proceeds shall be used in replacing or repairing the property  
40 destroyed or damaged, or if not used for that purpose, shall be treated and applied as  
41 Revenues of the Sinking Fund, provided that if the 2020 Bonds are sold to the

1 Authority as part of the SRF Program, the Authority must consent to a different use  
2 of such proceeds or awards.

3 (c) So long as any of the 2020 Bonds and any BANs are outstanding, the  
4 City shall not mortgage, pledge or otherwise encumber the works, or any part thereof,  
5 and shall not sell, lease or otherwise dispose of any part of the same, excepting only  
6 such machinery, equipment or other property as may be replaced, or shall no longer  
7 be necessary for use in connection with said utility, provided that if such outstanding  
8 BANs or 2020 Bonds are sold to the Authority as part of the SRF Program, such  
9 exception shall only apply if the Authority consents.

10 (d) If the BANs or 2020 Bonds are sold to the Authority as part of the  
11 SRF Program, the City shall not borrow any money, enter into any contract or  
12 agreement or incur any other liabilities in connection with the Utility other than for  
13 normal operating expenditures, without the prior written consent of the Authority if  
14 such undertaking would involve, commit or use the revenues of the Utility.

15 (e) Except as otherwise specifically provided in Section 20 of this  
16 Ordinance, so long as any of the 2020 Bonds and any BANs are outstanding, no  
17 additional bonds or other obligations pledging any portion of the revenues of the  
18 works shall be issued by the City, except such as shall be made junior and  
19 subordinate in all respects to the 2020 Bonds, unless all of the 2020 Bonds are  
20 defeased, redeemed or retired coincidentally with the delivery of such additional  
21 bonds or other obligations.

22 (f) The City shall take all action or proceedings necessary and proper to  
23 require connection of all property where liquid and solid waste, sewage, night soil, or  
24 industrial waste is produced with available sanitary sewer. The City shall, insofar as  
25 possible, cause all such sanitary sewers to be connected with the utility or otherwise  
26 cause an equivalent availability charged to be enforced against such property.  
27 Notwithstanding the foregoing to the contrary, the City shall not be required to  
28 enforce this subsection (e) so long as sufficient payments into the Sinking Fund shall  
29 have been made to meet the monthly transfer requirements of Section 14, and the  
30 interest on and principal of all bonds payable from the revenues of the works shall  
31 have been paid to date in accordance with the terms thereof.

32 (g) The provisions of this Ordinance shall constitute a contract by and  
33 between the City and the owners of the 2020 Bonds and any BANs, all the terms of  
34 which shall be enforceable by any such owner by any and all appropriate proceedings  
35 in law or in equity. After the issuance of the 2020 Bonds and any BANs and so long  
36 as any of the principal thereof or interest or premium, if any, thereon remains unpaid,  
37 except as expressly provided herein, this Ordinance shall not be repealed or amended  
38 in any respect which will adversely affect the rights of such owners, nor shall the  
39 Council or any other body of the City adopt any law, ordinance or resolution which in  
40 any way adversely affects the rights of such owners. Except in the case of changes  
41 described in Section 22(a) through (f) hereof, this Ordinance may be amended,

1 however, without the consent of bond owners, if the Council determines, in its sole  
2 discretion, that such amendment would not adversely affect the owners of the 2020  
3 Bonds, provided, however, that if the 2020 Bonds or BANs are sold to the Authority  
4 as part of the SRF Program, the City shall also obtain the prior written consent of the  
5 Authority.

6 (h) The provisions of this Ordinance shall be construed to create a trust in  
7 the proceeds of the sale of the 2020 Bonds and any BANs for the uses and purposes  
8 herein set forth, and the owners of the 2020 Bonds and any BANs shall retain a lien  
9 on such proceeds until the same are applied in accordance with the provisions of this  
10 Ordinance and the Act. The provisions of this Ordinance shall also be construed to  
11 create a trust in the Net Revenues herein directed to be set apart and paid into the  
12 Sinking Fund for the uses and purposes of that Fund as set forth in this Ordinance.  
13 The owners of the 2020 Bonds and any BANs shall have all the rights, remedies and  
14 privileges set forth in the Act, including the right to have a receiver appointed to  
15 administer the utility in the event the City shall fail or refuse to fix and collect  
16 sufficient rates and charges for those purposes, or shall fail or refuse to operate and  
17 maintain said utility and to apply properly the revenues derived from the operation  
18 thereof, or if there be a default in the payment of the interest on or principal of the  
19 2020 Bonds or any BANs.

20 (h) None of the provisions of this Ordinance shall be construed as  
21 requiring the expenditure of any funds of the City derived from any sources other  
22 than the proceeds of the 2020 Bonds and any BANs and the operation of the utility.

23 **SECTION 22. Amendments With Consent of Bondholders.** Subject to the terms and  
24 provisions contained in this section and Sections 21 and 23, the owners of not less than sixty-six and  
25 two-thirds percent (66 2/3%) in aggregate principal amount of the 2020 Bonds and any BANs and  
26 then outstanding shall have the right, from time to time, to consent to and approve the adoption by  
27 the Council of such ordinance or ordinances supplemental hereto, as shall be deemed necessary or  
28 desirable by the City for the purpose of amending in any particular any of the terms or provisions  
29 contained in this Ordinance, or in any supplemental Ordinance provided however that if the 2020  
30 Bonds or BANs are sold to the Authority as part of the SRF Program, the City shall obtain the prior  
31 written consent of the Authority, and provided further, that nothing herein contained shall permit or  
32 be construed as permitting:

33 (a) An extension of the maturity of the principal of or interest or  
34 premium, if any, on, or any mandatory sinking fund redemption date for, or an  
35 advancement of the earliest redemption date on, any 2020 Bond or BAN, without the  
36 consent of the holder of each 2020 Bond or BAN so affected; or

37 (b) A reduction in the principal amount of any 2020 Bond or BAN or the  
38 redemption premium or the rate of interest thereon, or a change in the monetary  
39 medium in which such amounts are payable, without the consent of the holder of  
40 each 2020 Bond or BAN so affected; or

1 (c) The creation of a lien upon or a pledge of the Net Revenues ranking  
2 prior to the pledge thereof created by this Ordinance, without the consent of the  
3 holders of all 2020 Bonds then outstanding; or

4 (d) A preference or priority of any 2020 Bond or BAN over any other  
5 2020 Bond or BAN, without the consent of the holders of all 2020 Bonds and any  
6 BANs then outstanding; or

7 (e) A reduction in the aggregate principal amount of the 2020 Bonds and  
8 any BANs required for consent to such supplemental ordinance, without the consent  
9 of the holders of all 2020 Bonds and any BANs then outstanding; or

10 (f) A reduction in the Reserve Requirement.

11 If the City shall desire to obtain any such consent, it shall cause the Registrar to mail a notice,  
12 postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set  
13 forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file  
14 at the office of the Registrar for inspection by all owners of the 2020 Bonds and any BANs. The  
15 Registrar shall not, however, be subject to any liability to any owners of the 2020 Bonds and any  
16 BANs by reason of its failure to mail such notice, and any such failure shall not affect the validity of  
17 such supplemental ordinance when consented to and approved as herein provided.

18 Whenever at any time within one year after the date of the mailing of such notice, the City  
19 shall receive any instrument or instruments purporting to be executed by the owners of the 2020  
20 Bonds and any BANs of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate  
21 principal amount of the 2020 Bonds and any BANs then outstanding, which instrument or  
22 instruments shall refer to the proposed supplemental ordinance described in such notice, and shall  
23 specifically consent to and approve the adoption thereof in substantially the form of the copy thereof  
24 referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the City may  
25 adopt such supplemental ordinance in substantially such form, without liability or responsibility to  
26 any owners of the 2020 Bonds and any BANs, whether or not such owners shall have consented  
27 thereto.

28 No owner of any 2020 Bond or BAN shall have any right to object to the adoption of such  
29 supplemental ordinance or to object to any of the terms and provisions contained therein or the  
30 operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or  
31 restrain the Council from adopting the same, or from taking any action pursuant to the provisions  
32 thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section,  
33 this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and  
34 the respective rights, duties and obligations under this Ordinance of the City and all owners of the  
35 2020 Bonds and any BANs then outstanding shall thereafter be determined, exercised and enforced  
36 in accordance with this Ordinance, subject in all respects to such modifications and amendments.

37 Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights  
38 and obligations of the City and of the owners of the 2020 Bonds and any BANs, and the terms and  
39 provisions of the 2020 Bonds and any BANs and this Ordinance, or any supplemental ordinance,

1 may be modified or amended in any respect with the consent of the City and the consent of the  
2 owners of all the 2020 Bonds and any BANs then outstanding.

3 **SECTION 23. Amendments Without Consent of Bondholders.** The Council may, from  
4 time to time and at any time, and without notice to or consent of the owners of the 2020 Bonds and  
5 any BANs, adopt such ordinances supplemental hereto as shall not be inconsistent with the terms and  
6 provisions hereof (which supplemental ordinances shall thereafter form a part hereof):

7 (a) To cure any ambiguity or formal defect or omission in this Ordinance  
8 or in any supplemental ordinance;

9 (b) To grant to or confer upon the owners of the 2020 Bonds and any  
10 BANs any additional rights, remedies, powers, authority or security that may lawfully  
11 be granted to or conferred upon the owners of the 2020 Bonds and any BANs;

12 (c) To procure a rating on the 2020 Bonds and any BANs from a  
13 nationally recognized securities rating agency designated in such supplemental  
14 ordinance, if such supplemental ordinance will not adversely affect the owners of the  
15 2020 Bonds and any BANs;

16 (d) To obtain or maintain bond insurance with respect to the 2020 Bonds;

17 (e) To provide for the refunding or advance refunding of the 2020 Bonds;

18 (f) To provide for the issuance of additional bonds or BANs as provided  
19 in Section 20 hereof; or

20 (g) To make any other change which, in the determination of the Council  
21 in its sole discretion, does not in any way adversely affect the rights of such owners  
22 of the 2020 Bonds and any BANs.

23 Provided, however, that if the 2020 Bonds or BANs are sold to the Authority as part of the  
24 SRF Program, the City shall obtain the prior written consent of the Authority to the foregoing.

25 **SECTION 24. Tax Matters.** In order to preserve the exclusion of interest on the 2020  
26 Bonds and any BANs from gross income for federal income tax purposes and as an inducement to  
27 purchasers of the 2020 Bonds and any BANs, the City represents, covenants and agrees that:

28 (a) No person or entity, other than the City or another state or local  
29 governmental unit, will use proceeds of the 2020 Bonds and any BANs or property  
30 financed by the 2020 Bond or “BAN proceeds other than as a member of the general  
31 public. No person or entity other than the City or another state or local governmental  
32 unit will own property financed by 2020 Bond or BAN proceeds or will have actual  
33 or beneficial use of such property pursuant to a lease, a management or incentive  
34 payment contract, an arrangement such as take-or-pay or output contract, or any other  
35 type of arrangement that differentiates that person's or entity's use of such property  
36 from the use by the public at large.

1 (b) No portion of the principal of or interest on the 2020 Bonds and any  
2 BANs is (under the terms of the 2020 Bonds and any BANs, this Ordinance or any  
3 underlying arrangement), directly or indirectly, secured by an interest in property  
4 used or to be used for any private business use or payments in respect of any private  
5 business use or payments in respect of such property or to be derived from payments  
6 (whether or not to the City) in respect of such property or borrowed money used or to  
7 be used for a private business use.

8 (c) No 2020 Bond or BAN proceeds will be loaned to any entity or person  
9 other than a state or local governmental unit. No 2020 Bond or BAN proceeds will be  
10 transferred, directly or indirectly, or deemed transferred to a nongovernmental person  
11 in any manner that would in substance constitute a loan of the 2020 Bond or BAN  
12 proceeds.

13 (d) The City will not take any action or fail to take any action with respect  
14 to the 2020 Bonds and any BANs that would result in the loss of the exclusion from  
15 gross income for federal income tax purposes of interest on the 2020 Bonds and any  
16 BANs pursuant to Section 103 of the Internal Revenue Code of 1986, as amended  
17 (the "Code"), and the regulations thereunder as applicable to the 2020 Bonds and any  
18 BANs, including, without limitation, the taking of such action as is necessary to  
19 rebate or cause to be rebated arbitrage profits on 2020 Bond or BAN proceeds or  
20 other monies treated as 2020 Bond or BAN proceeds to the federal government as  
21 provided in Section 148 of the Code, and will set aside such monies, which may be  
22 paid from investment income on funds and accounts notwithstanding anything else to  
23 the contrary herein, in trust for such purposes.

24 (e) The City will file an information report on Form 8038-G with the  
25 Internal Revenue Service as required by Section 149 of the Code.

26 (f) The City will not make any investment or do any other act or thing  
27 during the period that any 2020 Bond or BAN is outstanding hereunder which would  
28 cause any 2020 Bond or BAN to be an "arbitrage bond" within the meaning of  
29 Section 148 of the Code and the regulations thereunder as applicable to the 2020  
30 Bonds and any BANs.

31 (g) It shall not be an event of default under this Ordinance if the interest  
32 on any 2020 Bonds or BANs is not excludable from gross income for federal tax  
33 purposes or otherwise pursuant to any provision of the Code which is not currently in  
34 effect and in existence on the date of issuance of the 2020 Bonds and any BANs,  
35 respectively. These covenants are based solely on current law in effect and in  
36 existence on the date of delivery of the 2020 Bonds and any BANs, respectively.

37 Notwithstanding any other provisions of this Ordinance, the foregoing covenants and  
38 authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the  
39 2020 Bonds and any BANs from gross income under federal law (the "Tax Exemption") need not be

1 complied with to the extent the City receives an opinion of nationally recognized bond counsel that  
2 compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

3       **SECTION 25. Additional Authority.** (a) The Executive and Fiscal Officer, and either of  
4 them, is hereby authorized and directed to do and perform all acts and execute in the name of the  
5 City all such instruments, documents, papers or certificates which are necessary, desirable or  
6 appropriate to carry out the transactions contemplated by this Ordinance in such forms as the  
7 Executive or Fiscal Officer executing the same shall deem proper, to be conclusively evidenced by  
8 the execution thereof. Any provision of this Ordinance authorizing the Executive or Fiscal Officer to  
9 act shall mean either of them, individually rather than collectively, is so authorized and any action  
10 taken and agreement or undertaking executed in the name of the City by them in further of the same  
11 shall be deemed a proper use of such authority and will be conclusively evidenced by their execution  
12 of any agreement or undertaking, or by their taking of any such authorized action.

13       (b) In the event the Executive and Fiscal Officer with the advice of the municipal advisor  
14 to the City certifies to the City that it would be economically advantageous for the City to obtain a  
15 municipal bond insurance policy for any of the 2020 Bonds issued hereunder, the City hereby  
16 authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance  
17 policy is hereby deemed economically advantageous in the event the difference between the present  
18 value cost of (a) the total debt service on the 2020 Bonds if issued without municipal bond insurance  
19 and (b) the total debt service on the 2020 Bonds if issued with municipal bond insurance, is greater  
20 than the cost of the premium on the municipal bond insurance policy. The City also authorizes the  
21 purchase of a debt service reserve surety bond based upon the advice of the City's municipal advisor  
22 for the 2020 Bonds. If such an insurance policy or surety bond is purchased, the Executive or Fiscal  
23 Officer are hereby authorized to execute and deliver all agreements with the provider of the policy or  
24 surety bond, as the case may be, to the extent necessary to comply with the terms of such insurance  
25 policy, surety bond and the commitments to issue such policy or surety bond, as the case may be.

26       **SECTION 26. Non-Business Days.** If the date of making any payment or the last date for  
27 performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal  
28 holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or  
29 Paying Agent is located are typically closed, such payment may be made or act performed or right  
30 exercised on the next succeeding day not a legal holiday or a day on which such banking institutions  
31 are typically closed, with the same force and effect as if done on the nominal date provided in this  
32 Ordinance, and no interest shall accrue for the period after such nominal date.

33       **SECTION 27. No Conflict.** The Council hereby finds and determines that the adoption of  
34 this Ordinance and the issuance of the 2020 Bonds and any BANs is in compliance with the Prior  
35 Bond Ordinances. The Prior Bond Ordinances shall remain in full force and effect, except as  
36 modified herein. The Council determines that to the extent this Ordinance modifies or amends the  
37 Prior Bond Ordinances, there is no adverse effect to the holders of the Prior Bonds. All ordinances  
38 and resolutions and parts thereof in conflict, are to the extent of such conflict hereby repealed. None  
39 of the provisions of this Ordinance shall be construed to adversely affect the rights of the owners of  
40 the Prior Bonds.

1           **SECTION 28. Severability.** If any section, paragraph or provision of this Ordinance shall  
2 be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such  
3 section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

4           **SECTION 29. Headings.** The headings or titles of the several sections shall be solely for  
5 convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

6           **SECTION 30. Interpretation.** Unless the context or laws clearly require otherwise,  
7 references herein to statutes or other laws include the same as modified, supplemented or superseded  
8 from time to time. The headings or titles of the several sections shall be solely for convenience of  
9 reference and shall not affect the meaning, construction or effect of this Ordinance.

10           **SECTION 31. Estimates of Rates and Charges.** The estimates of the rates and charges  
11 of the utility are set forth in Ordinance S-74-18, Version A (the “Rate Ordinance”), which Rate  
12 Ordinance is incorporated herein by reference.

13           **SECTION 32. Effectiveness.** This Ordinance shall be in full force and effect from and  
14 after its passage and signing by the Executive.

15

1 **PASSED** by the Common Council of the City of Carmel, Indiana this \_\_\_\_ day of \_\_\_\_\_,  
2 2020, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

3 **COMMON COUNCIL FOR THE CITY OF CARMEL, INDIANA**

4  
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6 \_\_\_\_\_  
7 Laura D. Campbell, President

\_\_\_\_\_ Sue Finkam, Vice-President

8  
9 \_\_\_\_\_  
10 H. Bruce Kimball

\_\_\_\_\_ Kevin D. Rider

11  
12 \_\_\_\_\_  
13 Anthony Green

\_\_\_\_\_ Jeff Worrell

14  
15 \_\_\_\_\_  
16 Tim Hannon

\_\_\_\_\_ Miles Nelson

17  
18 \_\_\_\_\_  
19 Adam Aasen

20  
21 ATTEST:

22  
23 \_\_\_\_\_  
24 Sue Wolfgang, Clerk

25  
26 Presented by me to the Mayor of the City of Carmel, Indiana this \_\_\_\_ day of  
27 \_\_\_\_\_ 2020, at \_\_\_\_\_ .M.

28  
29 \_\_\_\_\_  
30 Sue Wolfgang, Clerk

31  
32 Approved by me, Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of  
33 \_\_\_\_\_ 2020, at \_\_\_\_\_ .M.

34  
35 \_\_\_\_\_  
36 James Brainard, Mayor

37  
38 ATTEST:

39  
40 \_\_\_\_\_  
41 Sue Wolfgang, Clerk

42 Prepared by: Bruce D. Donaldson  
43 Barnes & Thornburg LLP  
44 11 South Meridian Street  
45 Indianapolis, IN 46204

1 **EXHIBIT A**

2  
3 Capital Improvement Projects  
4 Wastewater Utility  
5 Carmel, Indiana  
6  
7

8 The following is a list of capital improvement projects needed for the wastewater utility along with a  
9 brief description of each capital improvement project and budgetary costs.  
10

- 11 1. Wastewater Plan Secondary Expansion, C-100. This project entails the installation of two new  
12 aeration tanks (39-ft by 100-ft/ea.) one new 80-ft diameter final clarifier, replacement of two  
13 existing 80-ft diameter final clarifier mechanisms, two submersible RAS pumps, infrastructure as  
14 needed for biological phosphorus removal including 12 new mixers, four partition walls and  
15 associated meters and controls. The improvements also include revisions to the return sludge  
16 piping and replacement of the ultraviolet disinfection system.  
17

18 Estimated Project Costs – \$12,843,000  
19

- 20 2. Chemical Phosphorous Removal, Contract No. 101. This project entails the construction of a  
21 new 30-ft by 50-ft masonry chemical feed building with two 7,000 gal. fiberglass storage tanks,  
22 chemical feed pumps, controls, phosphorus meters and associated infrastructure as required for  
23 chemical phosphorus removal from the wet stream of the wastewater treatment plant.  
24

25 Estimated Project Costs - \$1,269,000  
26

- 27 3. Sewer Lining, Contract No. 97. This project entails the installation of approximately 22,200 ft. of  
28 cured in place synthetic lining for 8”, 10” and 12” sanitary sewers along with rehabilitation and  
29 coating of approximately 45 manholes.  
30

31 Estimated Project Costs - \$1,007,000  
32

- 33 4. Solar Array Equipment and Installation. This project entails the installation of 1,116 of solar  
34 array panels for 300kWac located adjacent to Hazeldell Pkwy with cabling to supplement the  
35 power requirements for the 106th St. Pump Station.  
36

37 Estimated Project Costs - \$835,000  
38

39  
40 Total Project Cost \$15,954,000  
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**EXHIBIT B**

Form of Financial Assistance Agreement

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**STATE OF INDIANA  
WASTEWATER REVOLVING LOAN PROGRAM**

**FINANCIAL ASSISTANCE AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Indiana Finance Authority (the “Finance Authority”), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the “State”) and the City of Carmel, Indiana (the “Participant”), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-5, witnesseth:

WHEREAS, the State’s Wastewater Revolving Loan Program (the “Wastewater SRF Program”) has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 5-1.2-10 (the “Wastewater SRF Act”), which Wastewater SRF Act also establishes the wastewater revolving loan fund (the “Wastewater SRF Fund”); and

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has determined to undertake a wastewater treatment system project (as more fully described herein, the “Project”) and to borrow money from the Wastewater SRF Program to construct and acquire the Project; and

WHEREAS, the Participant has previously entered into a Financial Assistance Agreement with the Finance Authority, dated as of October 2, 2009 to borrow money from the Wastewater SRF Program, to construct and acquire separate projects as described and defined therein (the “Prior Agreement”); and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

**ARTICLE I**

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## DEFINITIONS

**Section 1.01. Definitions.** The following terms shall, for all purposes of this Agreement, have the following meaning:

“**Agency**” shall mean the United States Environmental Protection Agency or its successor.

“**Asset Management Program**” means programs, plans and documentation (including a Fiscal Sustainability Plan) that demonstrates that the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and which is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

“**Authorizing Instrument(s)**” shall mean the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Participant pursuant to which the Bonds are issued in accordance with State law.

“**Authorized Representative**” shall mean the Controller of the Participant or such other officer, official, or representative of the Participant duly authorized to act for and on behalf of the Participant as provided for herein.

“**Bond**” or “**Bonds**” shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

“**Bond Fund**” shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

“**Business Day**” shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

“**Clean Water Act**” shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

“**Construction Fund**” shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

“**Credit Instrument**” means a letter of credit, surety bond, liquidity facility, insurance policy

1 or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or  
2 a portion of any debt service reserve requirement securing the Bonds or any other bonds payable  
3 from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.  
4

5 **“Credit Provider”** means a bank, insurance company, financial institution or other entity  
6 providing a Credit Instrument.  
7

8 **“Department”** shall mean the Indiana Department of Environmental Management created  
9 under I.C. 13-13-1-1 or its successor.  
10

11 **“Deposit Agreement”** shall mean an agreement between the Participant and the Deposit  
12 Agreement Counterparty in such form as from time to time determined by the Finance Authority  
13 pursuant to which (a) the Participant’s Bond Fund (including any reserve account established and  
14 created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by  
15 such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar  
16 obligations of the Participant that are payable from the Bond Fund regardless whether they are on a  
17 parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and  
18 any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the  
19 Participant’s Construction Fund may be held by such Deposit Agreement Counterparty upon any  
20 Loan disbursement by the Finance Authority to it from time to time.  
21

22 **“Deposit Agreement Counterparty”** shall mean the financial institution that enters into a  
23 Deposit Agreement with the Participant, which financial institution shall be approved by the Finance  
24 Authority and may be replaced by the Finance Authority from time to time.  
25

26 **“Director of Environmental Programs”** shall mean the person designated by the Finance  
27 Authority as authorized to act as the Director of Environmental Programs (which designation  
28 includes such Director’s assumption of the duties previously assigned to the Wastewater SRF  
29 Program Representative and the Wastewater SRF Program Director) and where not limited, such  
30 person’s designee.  
31

32 **“Disbursement Agent”** shall mean the party disbursing the Loan to or for the benefit of the  
33 Participant, which shall be the Trustee unless amounts are held in the Construction Fund, in which  
34 case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party  
35 disbursing amounts that are held in the Construction Fund unless otherwise agreed by the Finance  
36 Authority.  
37

38 **“Disbursement Request”** shall mean a request for a disbursement of the Loan made by an  
39 Authorized Representative in such form as the Finance Authority may from time to time prescribe.  
40

41 **“Eligible Cost”** shall mean and include, whether incurred before or after the date of this  
42 Agreement, all costs which have been incurred and qualify for Financial Assistance, including  
43 engineering, financing and legal costs related thereto.  
44

45 **“Finance Authority”** shall mean the Indiana Finance Authority, a body politic and corporate,

1 not a state agency but an independent instrumentality of the State.

2  
3 **“Finance Authority Bonds”** shall mean any Finance Authority State Revolving Fund  
4 Program Bonds or other similar obligations of the Finance Authority issued as a part of the  
5 Wastewater SRF Program within the meaning of the Wastewater SRF Indenture.

6  
7 **“Financial Assistance”** shall mean the financial assistance authorized by the Clean Water  
8 Act, including the Loan.

9  
10 **“Fiscal Sustainability Plan”** means in connection with a project that provides for the repair,  
11 replacement, or expansion of an existing Treatment Works, a plan that is consistent with SRF Policy  
12 Guidelines including applicable requirements of the Wastewater SRF Act and includes (a) an  
13 inventory of critical assets that are a part of the Treatment Works, (b) an evaluation of the condition  
14 and performance of inventoried assets or asset groupings; (b) a certification that the Participant has  
15 evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d)  
16 a plan for maintaining, repairing, and, as necessary, replacing the Treatment Works and a plan for  
17 funding such activities.

18  
19 **“Loan”** shall mean the purchase of the Bonds by the Finance Authority to finance the  
20 planning, designing, constructing, renovating, improving and expanding of the Participant’s  
21 Treatment Works or refinance an existing debt obligation where such debt was incurred and building  
22 of such systems began after March 7, 1985, but does not mean the provision of other Financial  
23 Assistance.

24  
25 **“Loan Reduction Payment”** shall mean in any circumstances where there is a balance  
26 (inclusive of Loan proceeds and any earnings) in the Construction Fund, any action causing such  
27 balance to be applied to a reduction in the maximum aggregate amount of the Loan outstanding other  
28 than pursuant to regularly scheduled principal payments or optional redemptions applicable to the  
29 Bonds. A Loan Reduction Payment shall not be applicable unless Loan amounts are held in the  
30 Construction Fund.

31  
32 **“Non-Use Close-out Date”** shall mean that date which is the earlier of (a) the first date as of  
33 which the full amount of the Loan has been disbursed on a cumulative basis (which shall also be  
34 deemed to have occurred when and if such amounts have been deposited in the Participant’s  
35 Construction Fund) or (b) the date as of which the Participant binds itself that no further Loan  
36 disbursements will be made under this Agreement.

37  
38 **“Non-Use Fee”** shall mean a fee in an amount determined by the Finance Authority charged  
39 to compensate it for costs and expenses within the Wastewater SRF Program. Such amount shall be  
40 the greater of (A) the product of the undrawn balance of the Loan on each applicable Non-Use  
41 Assessment Date multiplied by one percent (1%) or (B) One Thousand Dollars (\$1,000). Such fee  
42 shall apply and be payable under Section 5.09 herein with respect to each Non-Use Assessment Date  
43 until the Non-Use Close-out Date shall occur. A Non-Use Fee shall not be applicable if the full  
44 amount of the Loan has been disbursed and deposited in the Participant’s Construction Fund by the  
45 Non-Use Assessment Date.

1  
2           **“Non-Use Assessment Date”** shall mean [\_\_\_\_\_ 1, 20\_\_] and the first day of each  
3 sixth (6<sup>th</sup>) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance  
4 of any such Non-Use Assessment Date.  
5

6           **“Operation and Maintenance”** shall mean the activities required to assure the continuing  
7 dependable and economic function of the Treatment Works, including maintaining compliance with  
8 National Pollutant Discharge Elimination System permits, as follows:  
9

10           (1)     Operation shall mean the control and management of the united processes and  
11 equipment which make up the Treatment Works, including financial and personnel  
12 management, records, reporting, laboratory control, process control, safety and emergency  
13 operation planning and operating activities.

14           (2)     Maintenance shall mean the preservation of the functional integrity and  
15 efficiency of equipment and structures by implementing and maintaining systems of  
16 preventive and corrective maintenance, including replacements.  
17

18           **“Plans and Specifications”** shall mean the detailed written descriptions of the work to be  
19 done in undertaking and completing the Project, including the written descriptions of the work to be  
20 performed and the drawings, cross-sections, profiles and the like which show the location,  
21 dimensions and details of the work to be performed.  
22

23           **“Preliminary Engineering Report”** shall mean the information submitted by the Participant  
24 that is necessary for the Finance Authority to determine the technical, economic and environmental  
25 adequacy of the proposed Project.  
26

27           **“Project”** shall mean the activities or tasks identified and described in Exhibit A to this  
28 Agreement, and incorporated herein, as amended or supplemented by the Participant and consented  
29 to by the Finance Authority, for which the Participant may expend the Loan.  
30

31           **“Purchase Account”** shall mean the account by that name created by the Wastewater SRF  
32 Indenture and held as part of the Wastewater SRF Fund.  
33

34           **“SRF Policy Guidelines”** shall mean guidance of general applicability (as from time to time  
35 published, amended and supplemented by the Finance Authority) pertaining to participants utilizing  
36 financial assistance in connection with their projects funded in whole or in part through the  
37 Wastewater SRF Program.  
38

39           **“State”** shall mean the State of Indiana.  
40

41           **“Substantial Completion of Construction”** shall mean the day on which the Finance  
42 Authority (or if designated by the Finance Authority, the Department) determines that all but minor  
43 components of the Project have been built, all equipment is operational and the Project is capable of  
44 functioning as designed.



1 **ARTICLE II**

2  
3 **PURPOSE OF BORROWING AND**  
4 **LOAN TERMS**  
5

6 **Section 2.01. Amount; Purpose.** The Finance Authority agrees to Loan an amount not to  
7 exceed [ \_\_\_\_\_ ] Dollars (\$[ \_\_\_\_\_ ]) in aggregate principal amount to the  
8 Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the  
9 Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to  
10 pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary  
11 Engineering Report (“Planning”), (b) eligible design services for the production of Plans and  
12 Specifications (“Design”) and (c) eligible construction costs, including financing and legal costs  
13 (“Construction”). The Loan shall be funded solely from available proceeds of the Finance Authority  
14 Bonds contained in the Purchase Account or from other sources that the Finance Authority may, in  
15 its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the  
16 Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the  
17 Finance Authority registered as the registered owner. So long as the Finance Authority is the  
18 registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be  
19 paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000  
20 018, For Credit to 610026840C, Account Name: City of Carmel Sewage Works, Attn: Derick Rush.  
21 The Participant agrees to undertake and complete the Project and to receive and expend the Loan  
22 proceeds in accordance with this Agreement.  
23

24 **Section 2.02. The Bonds.**  
25

26 (a) Until paid, the Bonds will bear interest at the per annum rate of [ \_\_\_\_\_ ] percent  
27 ([ \_\_\_\_\_ ]%). Such interest shall be calculated on the basis of a 360-day year comprised of twelve  
28 30-day months, and be as provided in I.C. 5-1.2-10-15 and -20. Interest, if any, on the Bonds will be  
29 payable on May 1 and November 1 of each year, commencing [ \_\_\_\_\_ ] 1, 20[ \_\_\_\_]. The Bonds will  
30 be in the aggregate principal amount of [ \_\_\_\_\_ ] Dollars (\$[ \_\_\_\_\_ ]). Subject to  
31 Section 2.05 and 2.06 herein, the Bonds will mature on May 1 of each of the years set forth in, and  
32 at the principal amount set opposite each such month and year set forth in the schedule contained in  
33 the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided,  
34 however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of  
35 Bonds shall extend beyond the date which is thirty-five (35) years after the date of this Agreement. If  
36 the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds,  
37 together with accrued and unpaid interest thereon, will be due and payable on such date.  
38

39 (b) The Bonds will be subject to redemption by the Participant as provided in the  
40 Authorizing Instrument; provided however that in no event shall the Participant exercise any  
41 provision contained in the Authorizing Instrument or the Bonds permitting a redemption of the  
42 Bonds at the option of the Participant unless and until such has been consented by the Authority.  
43 The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in  
44 this Agreement.  
45

1 (c) The form and other terms of the Bonds will be in conformity with the Authorizing  
2 Instrument.

3  
4 (d) The additional terms contained in the attached Exhibit D are applicable to this Loan (as  
5 and to the extent set forth in Exhibit D) to the same effect as if such were set forth in this section.  
6

7 **Section 2.03. Disbursement Conditions.** Each of the following shall be a condition  
8 precedent to the disbursement of the Loan or any portion thereof (including from the Construction  
9 Fund):

10  
11 (a) (1) With respect to procurement of professional services related to the Project to  
12 be paid from Loan proceeds, the Participant shall have complied with applicable State law  
13 and SRF Policy Guidelines. Additionally costs related Planning and Design shall only be  
14 Eligible Costs upon compliance with paragraph A of the attached Exhibit D. (2) With  
15 respect to procurement of all other goods and services related to the Project to be paid from  
16 Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy  
17 Guidelines.  
18

19 (b) No representation, warranty or covenant of the Participant contained in this  
20 Agreement or in any paper executed and delivered in connection with the transactions  
21 contemplated by this Agreement shall be false or inaccurate in any material respect.  
22

23 (c) The Participant shall undertake and faithfully perform each of its obligations,  
24 agreements and covenants contained in this Agreement, the Authorizing Instrument and the  
25 Bonds.  
26

27 (d) There shall be available to the Finance Authority uncommitted funds in an  
28 amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds  
29 of Finance Authority Bonds in the Purchase Account or from other sources that the Finance  
30 Authority may, in its sole discretion, designate; provided however, once Loan proceeds have  
31 been deposited in the Construction Fund, such condition shall be deemed satisfied.  
32

33 (e) The Participant shall have undertaken all actions necessary to comply with and  
34 satisfy the conditions and requirements for a Loan secured with money made available from  
35 the Wastewater SRF Fund as set forth in federal and State statutes, rules and regulations,  
36 including I.C. 5-1.2-10, SRF Policy Guidelines, the Clean Water Act and 40 C.F.R. Part 35.  
37

38 (f) Prior to making any Loan disbursement to pay any Construction costs, the Project  
39 shall have been approved by the State's Historical Preservation Officer in a manner  
40 consistent with the policies and practices of the Wastewater SRF Program (the "Historical  
41 Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary,  
42 in the event a Historical Preservation Approval has not been given within four (4) months  
43 after the date of this Agreement, the Finance Authority may, in its sole discretion, (i) reduce  
44 the aggregate amount of the Loan to the amount then disbursed and outstanding under this  
45 Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan

1 Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3)  
2 years after the dated date of the Bonds. Upon giving notice to the Participant of such action,  
3 no further Loan disbursement (including from the Construction Fund) may be made under  
4 this Agreement unless consented to by the Finance Authority.  
5

6 (g) In the event the Bonds are payable from rates and charges of the Treatment  
7 Works and if requested by the Finance Authority, the Participant shall provide evidence  
8 satisfactory to the Finance Authority demonstrating that such rates and charges are at a level  
9 adequate to produce and maintain sufficient net revenue after providing for the proper  
10 Operation and Maintenance of the Treatment Works, on a proforma basis consistent with  
11 SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works  
12 (including the Bonds).

13 **Section 2.04. Disbursement Procedures.** Loan proceeds (including any held from time to  
14 time in the Construction Fund) shall be disbursed to the Participant by the Disbursement Agent for  
15 actual Eligible Costs incurred with respect to the Project. The Finance Authority may, in its  
16 discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the  
17 Disbursement Request to whom payment is due, or (b) if advised in writing by the Participant that  
18 I.C. 36-1-12-14 or a similar law applies to the Project, to the Participant for purposes of collecting  
19 retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to  
20 retainage controlled by the Participant will be immediately remitted to the person or entity to whom  
21 payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are  
22 no longer subject to retainage. The Finance Authority may, in its discretion, cause Loan  
23 disbursements to be made from time to time, in whole or in part, to the Participant's Construction  
24 Fund for disbursement consistent with this Agreement. Loan disbursements shall not be made more  
25 frequently than monthly and shall only be made following the submission of a Disbursement Request  
26 to the Finance Authority. Disbursement Requests shall be approved by the Director of  
27 Environmental Programs prior to submission to the Disbursement Agent for a Loan disbursement.  
28 Disbursement Requests shall be numbered sequentially, beginning with the number 1.  
29

30 **Section 2.05. Effect of Disbursements.** Loan disbursements made to or for the benefit of  
31 the Participant shall be deemed to be a purchase of the Bonds in such amounts and with such  
32 maturities as achieves as level debt service as practicable, and with no maturity longer than the  
33 original maturity schedule; provided that any principal payments originally scheduled under Section  
34 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be  
35 deemed to be a purchase of the Bonds in order of maturity. The deposit of Loan proceeds in the  
36 Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences  
37 on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed  
38 to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased  
39 in the full amount thereof. Each disbursement (including any amounts disbursed from the  
40 Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan  
41 disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess  
42 of Eligible Costs, such excess disbursements shall be immediately paid by the Participant to the  
43 Disbursement Agent (and if made from any amounts held in the Construction Fund, shall be  
44 immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to

1 the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of  
2 the Project by the Participant.  
3

4 **Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement.** (a) Within 30  
5 days after any request by the Finance Authority from time to time, the Participant shall execute and  
6 deliver to the Finance Authority an acknowledgment in the form prescribed by the Finance Authority  
7 which acknowledges the outstanding principal of and interest on the Bonds. Unless the Finance  
8 Authority consents in writing, no Loan disbursement shall be made more than one year after  
9 Substantial Completion of Construction. After Substantial Completion of Construction, upon the  
10 request of the Finance Authority, the Participant shall replace, at its expense, the Bonds with  
11 substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under  
12 the Loan.  
13

14 (b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the  
15 Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of  
16 Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance,  
17 such later date as the Finance Authority may approve in its discretion), the Participant agrees to make  
18 a Loan Reduction Payment, to the Finance Authority within 10 days after any Finance Authority  
19 written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and  
20 with such maturities as achieves as level debt service as practicable consistent with methodology  
21 prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity  
22 longer than the original maturity schedule; provided that any principal payments originally scheduled  
23 under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by  
24 such payment. If the Participant fails to make such Loan Reduction Payment by such date, the  
25 Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in  
26 the Construction Fund to be so applied without further direction and authorization from the  
27 Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the  
28 Participant making a Loan Reduction Payment, the Finance Authority may in its discretion require  
29 the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the  
30 Construction Fund until such amounts may be applied on the first optional redemption date  
31 applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to  
32 be so held and applied on such date.  
33

34 (End of Article II)  
35

1 **ARTICLE III**

2  
3 **REPRESENTATIONS, WARRANTIES AND COVENANTS**  
4 **OF THE PARTICIPANT**

5  
6 **Section 3.01. Planning, Design and Construction Covenants.** The Participant hereby  
7 covenants and agrees with the Finance Authority that the Participant will:

8  
9 (a) Provide information as requested by the Finance Authority to determine the need  
10 for, or to complete any necessary, environmental review or analysis.

11  
12 (b) Comply with the procurement procedures and affirmative action requirements  
13 contained in SRF Policy Guidelines in the Planning, Design and Construction of the Project  
14 to the extent that such are to be paid from Loan proceeds.

15  
16 (c) With respect to prime and first tier contract awards, report minority and women  
17 business enterprise utilization in the Planning, Design and Construction of the Project, to the  
18 extent that such are to be paid from Loan proceeds, by executing and delivering Agency  
19 Form SF 5700-52 to the Finance Authority whenever any agreements or subagreements are  
20 awarded. (These reports must be submitted on regular reporting cycles consistent with SRF  
21 Policy Guidelines commencing after such agreement or subagreement is awarded.)

22  
23 (d) Comply with all applicable federal, State and local statutes, rules and regulations  
24 relating to the acquisition and construction of the Treatment Works.

25  
26 (e) In the event Construction is to be paid from Loan proceeds, prior to an award of  
27 any contract for Construction of the Project, obtain a construction permit from the  
28 Department and receive the written approval of the Finance Authority of the Preliminary  
29 Engineering Report.

30  
31 (f) Obtain the property rights necessary to construct the Treatment Works and, in  
32 procuring any such rights comply with federal and State law.

33  
34 (g) In the event Construction is to be paid from Loan proceeds, comply with the  
35 federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the  
36 Finance Authority.

37  
38 (h) In the event Construction is to be paid from Loan proceeds, execute and deliver  
39 to the Finance Authority Agency Form 4700-4 (“Pre-award Compliance Review Report for  
40 Wastewater Treatment Construction Grants”) and such other forms as may be required by the  
41 Clean Water Act or SRF Policy Guidelines.

42  
43 (i) In the event Construction is to be paid from Loan proceeds, follow guidance  
44 issued by the Finance Authority in procuring contracts for Construction, including (1)  
45 submission to the Finance Authority of Project change orders, (2) obtaining approval from

1 the Director of Environmental Programs of any Project change order which significantly  
2 changes the scope or Design of the Project or, when taking into account other change orders  
3 and contracts, are reasonably expected to result in expenditures in an amount greater than the  
4 Loan, (3) receiving approval from the Director of Environmental Programs prior to the award  
5 of any contract for Construction and (4) receiving authorization from the Director of  
6 Environmental Programs prior to initiating procurement of Construction of the Project.

7  
8 (j) In the event Construction is to be paid from Loan proceeds, before awarding  
9 Construction contracts, receive approval of the Director of Environmental Programs for the  
10 user charge system (including any use ordinance and interlocal agreement) associated with  
11 the Project.

12  
13 (k) In the event Construction is to be paid from Loan proceeds, cause the Project to  
14 be constructed in accordance with the Preliminary Engineering Report and Plans and  
15 Specifications, using approved contract papers.

16  
17 (l) Permit the Finance Authority and its agents to inspect from time to time (1) the  
18 Project, (2) the Treatment Works and (3) the books and other financial records of the  
19 Treatment Works, including the inspections described in SRF Policy Guidelines.  
20 Construction contracts shall provide that the Finance Authority or its agents will have access  
21 to the Project and the work related thereto and that the Participant's contractor will provide  
22 proper facilities for such access and inspection. All files and records pertaining to the Project  
23 shall be retained by the Participant for at least six years after Substantial Completion of  
24 Construction.

25  
26 (m) Upon Substantial Completion of Construction and when requested by the  
27 Finance Authority, provide audited reports to the Finance Authority to permit the Finance  
28 Authority to determine that the Loan proceeds have been used in compliance with this  
29 Agreement.

30  
31 (n) In the event Construction is to be paid from Loan proceeds, within one year of  
32 Substantial Completion of Construction, consistent with SRF Policy Guidelines, certify to  
33 the Finance Authority that the Project meets performance standards, or if not met, (1) submit  
34 to the Finance Authority (or if directed by the Finance Authority, to the Department) a  
35 corrective action plan and (2) promptly and diligently undertake any corrective action  
36 necessary to bring the Project into compliance with such standards.

37  
38 (o) In the event Construction is to be paid from Loan proceeds, within one year of  
39 Substantial Completion of Construction, provide as-built plans for the Project to the Finance  
40 Authority (or if directed by the Finance Authority, to the Department).

41  
42 **Section 3.02. General Covenants.** The Participant hereby covenants and agrees with the  
43 Finance Authority that the Participant will:

44  
45 (a) Comply with all applicable federal, State and local statutes, rules and regulations

1 relating to Operation and Maintenance.  
2

3 (b) (1) Own, operate and maintain the Project and the Treatment Works for their  
4 useful life, or cause them to be operated and maintained for their useful life; (2) at all times  
5 maintain the Treatment Works in good condition and operate it in an efficient manner and at  
6 a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment  
7 Works or any portion thereof or any interest therein without the prior written consent of the  
8 Finance Authority.  
9

10 (c) Obtain and maintain the property rights necessary to operate and maintain the  
11 Treatment Works, and in procuring any such rights, comply with federal and State law.  
12

13 (d) Acquire and maintain insurance coverage acceptable to the Finance Authority,  
14 including fidelity bonds, to protect the Treatment Works and its operations. All insurance  
15 shall be placed with responsible insurance companies qualified to do business under State  
16 law. Insurance proceeds and condemnation awards shall be used to replace or repair the  
17 Treatment Works unless the Finance Authority consents to a different use of such proceeds  
18 or awards.  
19

20 (e) Establish and maintain the books and other financial records of the Project  
21 (including the establishment of a separate account or subaccount for the Project) in  
22 accordance with (1) generally accepted governmental accounting principles, as promulgated  
23 by the Government Accounting Standards Board (including GASB No. 34 standards relating  
24 to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State  
25 Board of Accounts.  
26

27 (f) Provide to the Finance Authority such periodic financial and environmental  
28 reports as it may request from time to time, including (1) annual operating and capital  
29 budgets and (2) such other information requested or required of the Finance Authority or the  
30 Participant by the Agency.  
31

32 (g) Provide to the Finance Authority audited financial statements of the Participant  
33 inclusive of the activities of the Treatment Works, commencing with financial statements for  
34 a calendar year period that ends not more than two (2) years after the date of this Agreement  
35 (and for each calendar year period that ends every two (2) years thereafter until the Loan has  
36 been repaid), which audit (i) shall have been performed by the Indiana State Board of  
37 Accounts or by an independent public accountant and (ii) shall be submitted to the Finance  
38 Authority no later than nine (9) months following the end of the calendar year period to  
39 which such audit pertains.  
40

41 (h) Develop, certify, implement and maintain an Asset Management Program  
42 (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines  
43 including applicable requirements of the Wastewater SRF Act. The Participant  
44 acknowledges that its agreement to develop, certify, implement and maintain an Asset  
45 Management Program (including a Fiscal Sustainability Plan) as provided in this subsection

1 was a condition of the Loan. Unless the Participant's Asset Management Program (including  
2 a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant  
3 agrees to submit a certification (on and in a form as provided by the Finance Authority)  
4 related to the Participant's Asset Management Program (including a Fiscal Sustainability  
5 Plan) prior to submitting its request for a final Loan disbursement related to the Project.  
6 Over the term of the Loan, the Participant further agrees to continue to update, implement  
7 and maintain the Participant's Asset Management Program (including a Fiscal Sustainability  
8 Plan) to assure it has the financial, managerial, technical, and legal capability to operate and  
9 maintain its Treatment Works consistent with SRF Policy Guidelines including applicable  
10 requirements of the Wastewater SRF Act.

11  
12 (i) Provide notice to the Finance Authority under the circumstances contemplated,  
13 and undertake inspections as required, by SRF Policy Guidelines.

14  
15 (j) (1) Establish and maintain just and equitable rates and charges for the use of and  
16 the service rendered by the Treatment Works, to be paid by the owner of each and every lot,  
17 parcel of real estate or building that is connected with and uses the Treatment Works, or that  
18 in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates  
19 and charges at a level adequate to produce and maintain sufficient revenue (when determined  
20 including user and other charges, fees, income or revenues available to the Participant,  
21 provided that to the extent permitted by law System Development Charges shall be excluded  
22 when determining if such are sufficient) to provide for the proper Operation and Maintenance  
23 of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay  
24 all obligations of the Treatment Works and of the Participant with respect thereto, and (3) if  
25 and to the extent Bonds are payable from property taxes, levy each year a special ad valorem  
26 tax upon all property located in the boundaries of the Participant, to pay all obligations of the  
27 Participant with respect thereto.

28  
29 (k) If the Bonds are payable from the revenues of the Treatment Works, not borrow  
30 any money, enter into any contract or agreement or incur any other liabilities in connection  
31 with the Treatment Works without the prior written consent of the Finance Authority if such  
32 undertaking would involve, commit or use the revenues of the Treatment Works; provided  
33 that the Participant may authorize and issue additional obligations, payable out of the  
34 revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of  
35 financing the cost of future additions, extensions and improvements to the Treatment Works,  
36 or to refund obligations of the Treatment Works, subject to the conditions, if any, in the  
37 Authorizing Instrument.

38  
39 (l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d  
40 et seq., the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the  
41 Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29  
42 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of  
43 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity,  
44 and Executive Orders 11625 and 12138.

1 (m) Undertake all actions necessary to investigate all potential, material claims  
2 which the Participant may have against other persons with respect to the Treatment Works  
3 and the Project and take whatever action is necessary or appropriate to (1) recover on any  
4 actionable, material claims related to the Project or the Planning, Design or Construction  
5 thereof, (2) meet applicable Project performance standards and (3) otherwise operate the  
6 Treatment Works in accordance with applicable federal, State and local law.

7  
8 (n) Not modify, alter, amend, add to or rescind any provision of the Authorizing  
9 Instrument without the prior written consent of the Finance Authority.

10  
11 (o) In the event the Participant adopts an ordinance or resolution to refund the Bonds,  
12 within 5 days of the adoption of the ordinance or resolution, provide written notice to the  
13 Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the  
14 Participant with the prior written consent of the Finance Authority.

15  
16 (p) In any year in which total expenditures of Federal financial assistance received  
17 from all sources exceeds \$750,000 the Participant shall comply with the Federal Single Audit  
18 Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see  
19 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The  
20 Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9  
21 months of the audit period.

22  
23 (q) Inform the Finance Authority of any findings and recommendations pertaining to  
24 the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a "Super Circular")  
25 matters in which SRF Federal financial assistance was less than \$750,000.

26  
27 (r) Initiate within 6 months of the audit period corrective actions for those audit  
28 reports with findings and recommendations that impact the SRF financial assistance.

29  
30 (s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or  
31 in any authorizing instrument related to any other outstanding bonds payable from the  
32 revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in  
33 the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long  
34 term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the  
35 McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such  
36 Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or  
37 pursuant to such other schedule as may be approved by the Finance Authority), the  
38 Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that  
39 is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a  
40 Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their  
41 successors)(or some combination thereof) in an aggregate amount equal to the stated credit  
42 available under the Disqualified Instrument(s) to be deposited in the related reserve  
43 account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be  
44 included as part of the reserve balance which satisfies any such reserve requirement under  
45 any such authorizing instrument. Nothing in this subsection shall waive or modify additional

1 requirements contained in any such authorizing instrument (including the Authorizing  
2 Instrument related to the Bonds); the provisions of this subsection and any such authorizing  
3 instrument (including the Authorizing Instrument related to the Bonds) shall both be required  
4 to be met. Unless and until notice shall be given by the Finance Authority to the Participant,  
5 a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance  
6 Company that has been reinsured by National Public Finance Guarantee Corporation  
7 (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified  
8 Instrument.  
9

10 (t) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the  
11 Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and  
12 disclosures related to Lobbying Restrictions in a form and manner as may from time to time  
13 be required by SRF Policy Guidelines or the Clean Water Act including without limitation  
14 the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying  
15 Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR  
16 Part 34, or failure to file any required certification or lobbying disclosures. The Participant  
17 understands and acknowledges that pursuant to such Lobbying Restrictions, the making of  
18 any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil  
19 penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or  
20 failure.  
21

22 (u) Comply with all federal requirements applicable to the Loan (including those  
23 imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the  
24 Participant understands includes, among other, requirements that all of the iron and steel  
25 products used in the Project are to be produced in the United States ("American Iron and  
26 Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the  
27 Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the  
28 Participant in writing that the American Iron and Steel Requirement is not applicable to the  
29 Project.  
30

31 (v) Comply with all record keeping and reporting requirements under the Clean Water  
32 Act, including any reports required by a Federal agency or the Finance Authority such  
33 as performance indicators of program deliverables, information on costs and project  
34 progress. The Participant understands that (i) each contract and subcontract related to the  
35 Project is subject to audit by appropriate federal and state entities and (ii) failure to comply  
36 with the Clean Water Act and this Agreement may be a default hereunder that results in a  
37 repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.  
38

39 (w) Whenever from time to time requested by the Finance Authority, submit  
40 evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and  
41 charges are at a level adequate to produce and maintain sufficient net revenue after providing  
42 for the proper Operation and Maintenance of the Treatment Works, on a proforma basis  
43 consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the  
44 Treatment Works (including the Bonds) and, in the event the Participant's rates and charges  
45 are insufficient to demonstrate such coverage, then to the extent permitted by law annually

1 enact an increase in its rates and charges reasonably designed to be consistent with SRF  
2 Policy Guidelines regarding such coverage.

3  
4 (x) Notwithstanding any provision of the Authorization Instrument to the contrary,  
5 not make any payment in lieu of property taxes from any account of the Treatment Works (i)  
6 if the Finance Authority provides notice to the Participant that the Finance Authority has  
7 determined in its reasonable discretion that such a transfer adversely affects the Finance  
8 Authority and (ii) more frequently than semiannually if the Authority provides notice to the  
9 Participant so requiring such a limitation on frequency.

10  
11 (y) Comply with all requirements of this Agreement applicable to the Loan (including  
12 those imposed by the attached Exhibit D).

13  
14 **Section 3.03. Representations and Warranties of the Participant.** After due investigation  
15 and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

16  
17 (a) The Participant is duly organized and existing under State law, and constitutes a  
18 “political subdivision” within the meaning of I.C. 5-1.2-2-57) and a “participant” within the  
19 meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-  
20 23.

21  
22 (b) The Participant has full power and authority to adopt the Authorizing Instrument,  
23 enter into this Agreement and issue the Bonds and perform its obligations hereunder and  
24 thereunder.

25  
26 (c) By all required action, the Participant has duly adopted the Authorizing  
27 Instrument and authorized the execution and delivery of this Agreement, the Bonds and all  
28 other papers delivered in connection herewith.

29  
30 (d) Neither the execution of, nor the consummation of the transaction contemplated  
31 by, this Agreement nor the compliance with the terms and conditions of any other paper  
32 referred to herein, shall conflict with, result in a breach of or constitute a default under, any  
33 indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by  
34 which the Participant or its property, including the Treatment Works, is bound or any law,  
35 regulation, order, writ, injunction or decree of any court or governmental agency or  
36 instrumentality having jurisdiction.

37  
38 (e) There is no litigation pending or, to the knowledge of the Participant, upon  
39 investigation, threatened that (1) challenges or questions the validity or binding effect of this  
40 Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the  
41 Participant to execute and deliver this Agreement or the Bonds and perform its obligations  
42 hereunder or thereunder or (2) would, if adversely determined, have a significant adverse  
43 effect on the ability of the Participant to meet its obligations under this Agreement, the  
44 Authorizing Instrument or the Bonds.

1 (f) The Participant has not at any time failed to pay when due interest or principal on,  
2 and it is not now in default under, any warrant or other evidence of obligation or  
3 indebtedness of the Participant.  
4

5 (g) All information furnished by the Participant to the Finance Authority or any of  
6 the persons representing the Finance Authority in connection with the Loan or the Project is  
7 accurate and complete in all material respects including compliance with the obligations,  
8 requirements and undertakings imposed upon the Participant pursuant to this Agreement.  
9

10 (h) The Participant has taken or will take all proceedings required by law to enable it  
11 to issue and sell the Bonds as contemplated by this Agreement.  
12

13 (i) For any outstanding bonds payable from the revenues of the Treatment Works  
14 which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit  
15 Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's  
16 Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service,  
17 Inc., and their successors, except as represented and set forth in Exhibit C attached thereto  
18 (and with respect to which true, accurate and complete copies of each such Credit Instrument  
19 have been delivered to the Finance Authority).  
20

21 Each of the foregoing representations and warranties will be deemed to have been made by  
22 the Participant as of the date of this Agreement and as of the date of any disbursement of Loan  
23 proceeds (including from the Construction Fund). Each of the foregoing representations and  
24 warranties shall survive the Loan disbursements regardless of any investigation or investigations the  
25 Finance Authority may have undertaken.  
26

27 **Section 3.04. Covenants Regarding Assignment.** The Participant acknowledges that the  
28 Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or  
29 assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The  
30 Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment.

31 Within 30 days following a request by the Finance Authority, the Participant covenants and agrees  
32 with the Finance Authority that the Participant will, at its expense, furnish any information, financial  
33 or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the  
34 Bonds and the Treatment Works as the Finance Authority reasonably requests in writing to facilitate  
35 the sale or assignment of the Bonds.  
36

37 **Section 3.05. Nature of Information.** All information furnished by the Participant to the  
38 Finance Authority or any person representing the Finance Authority in connection with the Loan or  
39 the Project may be furnished to any other person the Finance Authority, in its judgment, deems  
40 necessary or desirable in its operation and administration of the Wastewater SRF Program.  
41

42 **Section 3.06. Tax Covenants.** The Participant hereby covenants that it will not take, or  
43 cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to  
44 be taken by it or by any party under its control, any action that would result in the loss of the  
45 exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to

1 Section 103 of the Code. The Participant further covenants that it will not do any act or thing that  
2 would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code  
3 or “arbitrage bonds” within the meaning of Section 148 of the Code. In furtherance and not in  
4 limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply  
5 with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the  
6 Participant or the Bonds, including accounting for and making provision for the payment of any and  
7 all amounts that may be required to be paid to the United States of America from time to time  
8 pursuant to Section 148 of the Code.

9  
10 **Section 3.07. Non-Discrimination Covenant.** Pursuant to and with the force and effect set  
11 forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and  
12 subcontractor for the Project, shall not discriminate against any employee or applicant for  
13 employment, to be employed in the performance of this Agreement, with respect to the hire, tenure,  
14 terms, conditions or privileges of employment, or any matter directly or indirectly related to  
15 employment, because of race, color, religion, sex, disability, national origin or ancestry.

16  
17 (End of Article III)  
18

1 **ARTICLE IV**

2  
3 **DEFAULTS**

4  
5 **Section 4.01. Remedies.** The Finance Authority’s obligation to make a disbursement under  
6 the Loan to the Participant hereunder may be terminated at the option of the Finance Authority,  
7 without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake  
8 or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein  
9 or in any paper entered into or delivered in connection herewith (including the Authorizing  
10 Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in  
11 any paper entered into or delivered in connection herewith is materially false or misleading. Any  
12 such event shall constitute an event of default and in addition to any other remedies at law or in  
13 equity, the Finance Authority may (x) require a Loan Reduction Payment pursuant to Section 2.06  
14 herein as if it were a date that was three (3) years after the dated date of the Bonds, (y) in the event a  
15 Deposit Agreement has not previously been entered into related to the Participant’s Bond Fund  
16 (including any related reserve), require the Participant to enter into a Deposit Agreement (or to  
17 modify any such previously entered Deposit Agreement) and the Participant shall enter into (or  
18 modify) such an agreement within 5 days after any such demand and (z) without giving any prior  
19 notice, declare the entire outstanding principal amount of the Loan, together with accrued interest  
20 thereon, immediately due and payable.

21  
22 **Section 4.02. Effect of Default.** Failure on the part of the Finance Authority in any instance  
23 or under any circumstance to observe or perform fully any obligation assumed by or imposed upon  
24 the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in  
25 damages to the Participant or relieve the Participant from paying any Bond or fully performing any  
26 other obligation required of it under this Agreement or the Authorizing Instrument; provided,  
27 however, that the Participant may have and pursue any and all other remedies provided by law for  
28 compelling performance by the Finance Authority of such obligation assumed by or imposed upon  
29 the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a  
30 liability of the Finance Authority or the State under the constitution of the State or a pledge of the  
31 faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently,  
32 obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to  
33 make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent,  
34 attorney, member or employee of the Finance Authority or the State shall in any event be liable for  
35 damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set  
36 forth in this Agreement.

37  
38 **Section 4.03. Defaults under Prior Agreement.** The Participant and the Finance Authority  
39 agree that any event of default occurring under the Prior Agreement shall constitute an event of  
40 default under this Agreement. Similarly, the Participant and the Finance Authority agree that any  
41 event of default under this Agreement, or under any subsequent financial assistance agreement  
42 entered into between the Participant and the Finance Authority, shall constitute an event of default  
43 under the Prior Agreement and the subsequent financial assistance agreement, if any, as the case may  
44 be.

1  
2

(End of Article IV)

1 **ARTICLE V**

2  
3 **MISCELLANEOUS**

4  
5 **Section 5.01. Citations.** Any reference to a part, provision, section or other reference  
6 description of a federal or State statute, rule or regulation contained herein shall include any  
7 amendments, replacements or supplements to such statutes, rules or regulation as may be made  
8 effective from time to time. Any reference to a Loan disbursement shall include any disbursement  
9 from the Construction Fund. Any use of the term “including” herein shall not be a limitation as to  
10 any provision herein contained but shall mean and include, without limitation, the specific matters so  
11 referenced.  
12

13 **Section 5.02. Assignment.** Neither this Agreement, nor the Loan or the proceeds thereof  
14 may be assigned by the Participant without the prior written consent of the Finance Authority and  
15 any attempt at such an assignment without such consent shall be void. The Finance Authority may at  
16 its option sell or assign all or a portion of its rights and obligations under this Agreement, the  
17 Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and  
18 politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or  
19 any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or  
20 a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any  
21 person. The Participant hereby consents to any such pledge or assignment by the Finance Authority.  
22 This Agreement shall be binding upon and inure to the benefit of any permitted secured party,  
23 successor and assign.  
24

25 **Section 5.03. No Waiver.** Neither the failure of the Finance Authority nor the delay of the  
26 Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a  
27 waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any  
28 other further exercise of any other right, power or privilege.  
29

30 **Section 5.04. Modifications.** No change or modification of this Agreement shall be valid  
31 unless the same is in writing and signed by the parties hereto.  
32

33 **Section 5.05. Entire Agreement.** This Agreement contains the entire agreement between  
34 the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and  
35 representations, either written or oral, expressed or implied between the parties hereto other than as  
36 herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in  
37 connection herewith. In the event there is a conflict between the terms of this Agreement and the  
38 Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and  
39 agreed that except as otherwise provided herein this Agreement represents an integration of any and  
40 all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and  
41 representations between the parties hereto. This Agreement shall not be deemed to be a merger or  
42 integration of the existing terms under the Prior Agreement except as expressly set forth in Section  
43 4.03 herein.  
44

45 **Section 5.06. Execution of Counterparts.** This Agreement may be executed in any number

1 of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all  
2 of which shall be regarded for all purposes as one original and shall constitute one and the same  
3 instrument.  
4

5 **Section 5.07. Severability of Invalid Provisions.** If any one or more of the covenants or  
6 agreements provided in this Agreement on the part of the Finance Authority or the Participant to be  
7 performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the  
8 Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or  
9 covenants or agreement or agreements shall be deemed severable from the remaining covenants and  
10 agreements and waived and shall in no way affect the validity of the other provisions of this  
11 Agreement.  
12

13 **Section 5.08. Notices.** All notices hereunder shall be sufficiently given for all purposes  
14 hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination  
15 as set forth below in the manner provided for herein. Notice to the Finance Authority shall be  
16 addressed to:

17  
18 Indiana Finance Authority  
19 SRF Programs  
20 100 North Senate, Room 1275  
21 Indianapolis, Indiana 46204  
22 Attention: Director of Environmental Programs  
23

24 or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance  
25 Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

26  
27 City of Carmel  
28 One Civic Square  
29 Carmel, Indiana 46032  
30 Attention: Controller  
31

32 or at such other address(es) or number(s) and to the attention of such other person(s) as the  
33 Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed  
34 to have been served or given as of (a) the date such notice is personally delivered, (b) three (3)  
35 Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after  
36 it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is  
37 sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is  
38 sent.  
39

1           **Section 5.09. Expenses.** The Participant covenants and agrees to pay (a) the fees, costs and  
2 expenses in connection with making the Loan, including issuing the Bonds and providing the  
3 necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs  
4 and expenses in connection with making and administering the Loan; (c) the costs and expenses of  
5 complying with its covenants made herein; and (d) any and all costs and expenses, including  
6 attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this  
7 Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of  
8 or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause  
9 (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in  
10 connection with administering the Loan except as follows: (1) the Finance Authority may request  
11 and the Participant shall promptly pay (no later than the date first above written), a closing fee in  
12 connection with the Loan in an amount determined by the Finance Authority, but not exceeding  
13 \$1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and  
14 the Participant shall promptly pay (no later than thirty (30) days after any request), an annual  
15 administrative fee in connection with the Loan in an amount determined by the Finance Authority,  
16 but not exceeding \$1,000, which may not be paid from a Loan disbursement; (3) the Finance  
17 Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any  
18 request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan  
19 disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the  
20 direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the  
21 interest rate on the Bonds, and the difference between the amount payable as the original rate on the  
22 Bonds and the lower rate shall be deemed an additional administrative fee in connection with the  
23 Wastewater SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and  
24 expenses of the Finance Authority's counsel and financial advisers in connection with making the  
25 Loan up to \$10,000, which may be paid from a Loan disbursement.

26  
27           **Section 5.10. Applicable Law.** This Agreement shall be construed in accordance with and  
28 governed by the laws of the State of Indiana.

29  
30           **Section 5.11. Term.** This Agreement shall terminate at such time as the Participant has fully  
31 met and discharged all of its obligations hereunder, which term may extend beyond the final payment  
32 of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

33  
34           **Section 5.12. Non-Collusion.** The undersigned attests, subject to the penalties of perjury,  
35 that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has  
36 any other officer or representative of the Participant, directly or indirectly, to the best of the  
37 undersigned's knowledge, entered into or offered to enter into any combination, collusion or  
38 agreement to receive pay, and that the undersigned has not received or paid any sum of money or  
39 other consideration for the execution of this Agreement other than that which appears upon the face  
40 of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to  
41 customary services rendered in connection with the Loan.





1 **EXHIBIT A**  
2 **Project Description**

3 The Project consists of the following improvements to the Participant’s Treatment Works:  
4

- 5 • Construction of components at the wastewater treatment facility, including the addition of  
6 two (2) aeration tanks, with diffusers; the conversion of one aeration tank into an anaerobic  
7 pass for the proposed biological phosphorus removal process Green Project Reserve  
8 **(GPR)**; one (1) final settling tank with return sludge chamber, RAS pumps with energy  
9 efficient premium motors **(GPR)**, gates, and actuators; closed-loop generator; replacement  
10 of existing boiler with hot water boiler-dual fuel burner for waste-heat recovery **(GPR)**;  
11 upgrades to the UV disinfection system; chemical feed building with chemical feed system;  
12 struvite recovery and mixing tank; renovation of an existing building **(GPR)** for additional  
13 office space; miscellaneous ductile iron piping **(GPR)** and related appurtenances.  
14
- 15 • Construction of approximately 4900 linear feet of 60-inch diameter (“North-South”)  
16 interceptor sewer with associated manhole structures and the upgrade/expansion of a  
17 regional (106<sup>th</sup> Street) lift station, including a diversion structure and manholes, gates and  
18 slide plates, new wet well, bar screens/washer, two (2) pumps with energy efficient  
19 premium motors **(GPR)** and associated piping/valving, including ductile iron piping **(GPR)**  
20 superstructure housing with hoist and monorail for removal of screenings, solar arrays with  
21 control panels **(GPR)** and buried, connection conduit routed from solar array to the lift  
22 station control panel, and related appurtenances.  
23
- 24 • Repair and rehabilitation of select sanitary sewer segments, including the lining of  
25 approximately 22,200 linear feet of existing sanitary sewer main, the rebuilding of  
26 approximately 35 manhole flow channels, and the installation of approximately 100 vertical  
27 feet of manhole lining.  
28

29 The Project contains components that are GPR Projects, which GPR Projects Expenditures have  
30 been determined and are expected as of the date of this Agreement to be in the amount as set  
31 forth in the Participant’s business case or categorical exclusion which is posted at  
32 [www.srf.in.gov](http://www.srf.in.gov).  
33

34 The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering  
35 Report and the Plans and Specifications approved by the Finance Authority (or if designated by the  
36 Finance Authority, the Department).  
37

38 [End of Exhibit A]  
39  
40

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3

**EXHIBIT B**  
**Principal Payment Schedule for the Bonds**

<u>Maturity Date</u>	<u>Principal Amount</u>
5/1/2021	\$
5/1/2022	
5/1/2023	
5/1/2024	
5/1/2025	
5/1/2026	
5/1/2027	
5/1/2028	
5/1/2029	
5/1/2030	
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5/1/2041	
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5/1/2043	
5/1/2044	
5/1/2045	
5/1/2046	
5/1/2047	
5/1/2048	
5/1/2049	
5/1/2050	
5/1/2051	
5/1/2052	
5/1/2053	
5/1/2054	
<b>TOTAL</b>	<b>\$</b>

4  
5

[End of Exhibit B]

**EXHIBIT C**  
**Credit Instrument**

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9

Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

1 **Exhibit D**  
2 **Additional Terms**  
3  
4

- 5 A. *The following additional terms in this Paragraph A (related to costs of Planning or Design*  
6 *being treated as Eligible Costs under this Agreement and the related defined terms) are [NOT]*  
7 *applicable to the Loan:*  
8

9 **“Equivalency Project”** shall mean a project designated by the Finance Authority as  
10 an “equivalency project” under the Clean Water Act related to the “US Environmental  
11 Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the  
12 federal fiscal year ending September 30, 2019 (or such later federal fiscal year as the Finance  
13 Authority may otherwise designate).  
14

15 **“A/E Services”** shall mean professional services related to the Planning or Design of  
16 the Project including for program management, construction management, feasibility studies,  
17 preliminary engineering, design, engineering, surveying, mapping, or architectural related  
18 services.  
19

20 The Participant understands and acknowledges that the Project has been designated as an  
21 Equivalency Project and is required to meet the related applicable requirements of the Clean  
22 Water Act which among other requirements requires that for costs of Planning or Design  
23 (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such  
24 services (and the related contract) are required to be negotiated in the same manner as a  
25 contract for architectural and engineering services as negotiated under chapter 11 of title 40,  
26 United States Code (as amended). In connection with any request for disbursement of the  
27 Loan that is submitted by the Participant to the Finance Authority to provide for the payment  
28 of any costs of Planning or Design (including costs for A/E Services), the Participant  
29 represents and warrants that such costs relate only to services provided under a contract  
30 negotiated in the same manner as a contract for architectural and engineering services as  
31 negotiated under chapter 11 of title 40, United States Code (as amended).  
32

- 33 B. *The following additional terms in this Paragraph B (related to GPR Projects and the related*  
34 *defined terms) are applicable to the Loan.*  
35

36 **“GPR Projects”** shall mean Project components that meet the requirement of the  
37 “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy  
38 Guidelines including applicable requirements of the Wastewater SRF Act.  
39

40 **“GPR Projects Adjustment Fee”** shall mean an amount which would equal the gross  
41 additional interest that would have accrued on the Bonds from the date of this Agreement  
42 through their scheduled final maturity, had such Bonds been issued at an interest rate  
43 determined under the Wastewater SRF Program’s interest rate policies and practices using the  
44 final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case Amount),

1 all as determined by the Finance Authority.  
2

3 **“GPR Projects Business Case Amount”** shall mean the amount referenced in the  
4 Participant’s business case related to GPR Projects as was set in the Participant’s Preliminary  
5 Engineering Report (or categorical exclusion) posted at [www.srf.in.gov](http://www.srf.in.gov), uses of funds  
6 information submitted to the Finance Authority after the Project was bid or some other  
7 submitted information that was used by the Finance Authority prior to the date of this  
8 Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate  
9 policies and practices applicable to the Bonds.  
10

11 **“GPR Projects Expenditures”** shall mean those costs and expenses incurred by the  
12 Participant that are part of the Project which are GPR Projects in nature (within the meaning of  
13 the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to  
14 receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies  
15 and practices.  
16

17 The Participant understands and acknowledges that a special interest rate has been applied to the  
18 Bonds as a result of a portion of the Project having been identified by the Participant as being a  
19 GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the  
20 Finance Authority to be less than the GPR Projects Business Case Amount, then the Finance  
21 Authority may request and the Participant shall promptly pay (no later than thirty (30) days after  
22 any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall  
23 certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects  
24 Expenditures when and as required by SRF Policy Guidelines. The Participant understands and  
25 acknowledges that it is required to submit a business case or categorical exclusion documenting  
26 the GPR Projects and the GPR Projects Business Case Amount prior to loan closing or if a  
27 request is made pursuant to Section 3.02(f) of this Agreement.  
28

29 C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and*  
30 *the related defined terms) are [NOT] applicable to the Loan:*  
31

32 **“Non-point Source Adjustment Fee”** shall mean an amount which would equal the  
33 gross additional interest that would have accrued on the Bonds from the date of this  
34 Agreement through their scheduled final maturity, had such Bonds been issued at an interest  
35 rate determined under the Wastewater SRF Program’s interest rate policies and practices  
36 using the final, actual Non-point Source Expenditures (rather than the amount referenced in  
37 the Participant’s post-bid and other documents submitted to the Finance Authority), all as  
38 determined by the Finance Authority.  
39

40 **“Non-point Source Expenditures”** shall mean those costs and expenses incurred by  
41 the Participant that are Non-point Source Projects in order for the Bonds to receive special  
42 interest rate treatment under the Wastewater SRF Program’s interest rate policies and  
43 practices.  
44



**RESOLUTION CC 03-02-20-01**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,  
INDIANA, SEEKING A REVIEW OF HOTEL CARMICHAEL FUNDING**

**Synopsis: This Resolution seeks a review of Hotel Carmichael funding and procedures.**

**WHEREAS**, in 2017, the Carmel Common Council (“Council”) approved bonds in the amount of 18 million dollars, which monies were designated for use by the Carmel Redevelopment Commission (“CRC”) in its construction of the Hotel Carmichael (“Hotel”); and

**WHEREAS**, in 2017, the CRC originally projected that it would cost 40 million dollars to construct the Hotel; and

**WHEREAS**, due primarily to a cited increase in construction costs, the Hotel, which is nearing completion, is now projected to cost approximately 58 million dollars; and

**WHEREAS**, numerous decisions were made by the CRC in order to find relief for soaring costs that have financial and legal implications; and

**WHEREAS**, the CRC made land use and financial decisions independent of the Council; and

**WHEREAS**, pursuant to Indiana Code § 36-4-6-21, the Council has the authority to investigate City departments, officers, and employees; and

**WHEREAS**, given the significant increase in Hotel construction costs that has occurred in the approximately three (3) years since the CRC’s initial cost projection, it is in the best interests of the City and its residents to now seek a review of the CRC’s Hotel funding to ensure that it has been and continues to be in compliance with applicable laws and fiscal procedures.

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

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

45 Section 2. The Council hereby authorizes and directs its Finance Committee to investigate the  
46 budgeting, cost management, and funding of the Hotel to determine whether it has been and is in  
47 compliance with all applicable laws and fiscal procedures.

48 Section 3. The Council hereby authorizes the Council Finance Committee to utilize Corporation  
49 Counsel, outside counsel or consultants, and other offices or departments of the City as necessary  
50 to aid in its investigation. If the Council Finance Chair elects to engage outside counsel or  
51 consultants during this review, the estimated funds necessary to do so shall not exceed \$15,000  
52 without a formal affirmative vote of the Finance Committee, and the estimated funds necessary  
53 to engage outside counsel or consultants during this review shall not exceed \$30,000 without a  
54 formal affirmative vote of the full Council. The CRC is responsible for reimbursing its  
55 consultants from its own annual budget.

56 Section 4. The Council hereby authorizes and directs the Carmel Clerk and the Carmel  
57 Corporation Counsel to support, as necessary, the Council Finance Committee in presenting its  
58 findings, in writing, to the full Council once the investigation is complete.

59  
60 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this \_\_\_\_ day of  
61 \_\_\_\_\_, 2020, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.  
62  
63

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

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_____ Laura D. Campbell, President	_____ Sue Finkam, Vice-President
_____ H. Bruce Kimball	_____ Kevin D. Rider
_____ Anthony Green	_____ Jeff Worrell
_____ Timothy J. Hannon	_____ Miles Nelson
_____ Adam Aasen	

ATTEST:  
\_\_\_\_\_  
Sue Wolfgang, Clerk

This Resolution was prepared by Douglas C. Haney, Carmel Corporation Counsel, on 2/20/20 at 3:30 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Haney for legal sufficiency or otherwise.

89 Presented by me to the Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_  
90 2020, at \_\_\_\_\_ .M.

91  
92  
93  
94 \_\_\_\_\_  
95 Sue Wolfgang, Clerk  
96  
97  
98

99 Approved by me, the Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_  
100 2020, at \_\_\_\_\_ .M.

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105 James Brainard, Mayor  
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133 Resolution CC 03-02-20-01  
134 Page Three of Three Pages

This Resolution was prepared by Douglas C. Haney, Carmel Corporation Counsel, on 2/20/20 at 3:30 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Haney for legal sufficiency or otherwise.



February 17, 2020

To: Common Council  
From: Ann Bingman, Controller

In accordance with IC 5-11-10-.5, all checks outstanding and unpaid for a period of two years as of December 31<sup>st</sup> of each year shall be declared cancelled. The attach list of outstanding checks are of the period January 1, 2017 to December 31, 2017 that total to \$1,054.39.

DEPARTMENT OF THE CONTROLLER

ONE CIVIC SQUARE, CARMEL, IN 46032 / OFFICE: 317-571-2414 / FAX: 317-571-2410 / WWW.CARMEL.IN.GOV

G/L CASH ACCOUNT	FUND	DEPT. UNIT	ACCT.	CHECK NUMBER	CHECK DATE	INVOICE #	VENDOR NAME	CHECK AMOUNT
1101	101	101	5023990	313974	07/20/17	GAZEBO	ASHTON HOWE	100.00
1101	101	1110	4350101	314800	08/15/17	152620	CLARK TIRE INC	72.00
1101	101	1207	4350100	318550	11/09/17	10531	INDIANA GOLF CAR	61.80
1101	101	101	5023990	316645	09/29/17	GAZEBO	WATERSTONE MORTGAGE	100.00
		<b>101 Total</b>						333.80
1101	109	1096	4358400	312929	06/26/17	2002071003	JENNIFER BUTTERWORTH	45.00
1101	109	1096	4358400	309891	04/04/17	2001761003	JOHN CRON	33.00
1101	109	1096	4358400	316559	09/26/17	2002333003	VINCENZA GRAF	5.00
		<b>109 Total</b>						83.00
1101	301	301	5023990	314055	07/26/17	07.24.17	MATTHEW HOFFMAN	400.00
		<b>301 Total</b>						400.00
1101	601	601	5023990	307485	01/25/17	692309304	ABDULWAASI ABDULHAFIZ	25.35
1101	601	601	5023990	319418	12/07/17	1001000304	AMY LEE & SEUNGNI HA	25.92
1101	601	601	5023990	310437	04/24/17	1861492002	CHIENHUI LIN-DE SHERMAN	12.96
1101	601	601	5023990	312178	06/09/17	770275707	DAWN SONG	13.82
1101	601	601	5023990	313928	07/20/17	1001001108	HEATHER MURPHY	38.25
1101	601	601	5023990	313940	07/20/17	6921373002	KERSTIN ROGERS	63.22
1101	601	601	5023990	313942	07/20/17	524008713	MARYLOU WRIGHT	23.07
1101	601	601	5023990	310678	04/24/17	3074	TC PROPERTY	35.00
		<b>601 Total</b>						237.59
		<b>Grand Total</b>						1,054.39