The public may stream the meeting online.

Members of the public may submit comments online before 12pm on Monday, January 1, 0001.

BOARD/COMMISSION: City Council Meeting
DATE: 5/20/2024
DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

WORK SESSION, 6:30p.m., Launch Fishers, Auditorium

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Launch Fishers, Auditorium

1. **Meeting Called to Order with the Pledge of Allegiance**
2. **Announcements**
3. **Proclamations**
4. **Presentations**
   a. Fishers High School Boys Basketball Team – State Champions
   b. We the People (*Being presented later in the the meeting upon arrival)
5. **Council Committee Reports**
   a. Finance Committee Report - REPORT
6. **Department Reports**
   a. Health Department Report - REPORT
7. **Council Business**
8. **Consent Agenda**

a. Request to approve the previous meeting minutes from Monday, April 15, 2024.

b. R052024 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds

c. R052024C - A Resolution Approving Field Use Fee

9. <u>Regular Agenda - Economic Development</u>

a. R052024D - A Resolution Approving Amendment to Project Agreement for CityView

10. <u>Regular Agenda - Budget/Financial</u>

a. 041524 - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue)and Authorizing and Approving Other Actions in Respect Thereto - 2nd Reading

b. 041524A - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in respect Thereto - 2nd Reading:

c. 052024 - A Request to Approve an Amendment to City of Fishers Salary Ordinance. 1st, 2nd, and 3rd Reading

d. R052024A - A Resolution Approving Certain Matters in Connection with an Amendment to the DecelaratoryResolution for the Consolidated Fishers/ I-69 Economic Development Area, the Creation of a New Allocation Areaand the Approval of a Plan Amendment for Said Area (CityView):

e. R052024B - A Resolution Approving a lease Between the Fishers Redevelopment Authority and the FishersRedevelopment Commission with Respect to the State Road 37 Project, and Addressing Matters Related Thereto

11. <u>Regular Agenda - Government/ Miscellaneous</u>

a. R052024H - A Resolution approving Interlocal Agreement Between INDOT and the City of Fishers (SR 37 Grade Separation Project):

b. R052024E - A Resolution Approving Donation Agreement to Clay Township (106th STREET PEDESTRIAN BRIDGE)

c. R052024F - A Resolution Approving an Interlocal Cooperating Agreement for Joint Financing By and Between ClayTownship, Delaware Township, Hamilton County, City of Fishers, and the Carmel Clay Board of Parks and Recreation (106TH STREET PEDESTRIAN BRIDGE)

d. 041524B - A Request to Amend Chapter 50 of the City of Fishers Code of Ordinances (Garbage, Trash, and Refuse)-2nd Reading

12. <u>Regular Agenda - Planning & Zoning</u>

a. 041524C - Request to vacate the sign easement within the Northeast Commerce Park subdivision. Subject site is generally located north Lantern Road, with the common address 8911 Technology Drive (VAC-24-2) - Public Hearing, 2nd & 3rd Reading

b. 052024B - Consideration of a text amendment to the Fall Creek Marketplace PUD (Ord. 050106A) to allow updates to the concept plan and the land use and development standards, generally located near the intersection of Southeastern Parkway and N. Cyntheanne Road (TA-24-3) - First Reading

c. 052024C - Consideration of a text amendment to the Fishers Marketplace PUD Ord. 070506, as amended in Ord.081511A, to update development standards and architectural standards associated with the gas station concept plan and proposed elevations and allow the following land uses, vehicle fuel sales, convenience store, car wash and pet wash at 13498 Bent Grass Lane. (Outlot 5, Parcel ID: 15-11-30-00-42-002.000) (TA-24-4) - First Reading:

d. 052024D - Request to approve the right-of-way vacation of Moore Lane, between Lantern Road and Moore Street; Maple Street, between 116th Street and South Street; and Old Lantern Road within the Kimberlin's Addition subdivision, for the CityView Development. (VAC-24-4) - First Reading

e. R052024G - Request to approve a Commercial Change of Use for the previous 57,800 SF Marsh Grocery, for a unique pickleball indoor recreation use, at the common address 12520 E 116th Street (CUP-24-2)

13. <u>Regular Items - Any other Unfinished / New Business</u>

14. <u>Regular Items - Community Comment</u>

a.

- Online comments from April 15, 2024
- Online comments for May 20, 2024

15. <u>Regular Items - Meeting Adjournment</u>

Finance Committee Meeting
May 20, 2024

BOARD/COMMISSION: City of Fishers Finance Committee
DATE: 5/20/2024
DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

FINANCE COMMITTEE MEETING, 6:30 p.m., Launch Fishers Auditorium

1. **Meeting Called to Order**
   - Chairman John Weingardt called the meeting to order at 6:30 p.m. Present were Cecilia Coble, Selina Stoller, Bill Stuart, and John DeLucia. Others present were City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Controller Lisa Bradford and Larry Lannan.
2. **Announcements**
   - **None**
3. **Consent Agenda**
   a. Request to review the previous meeting memoranda:
      1. Minutes for April 10, 2024
      - Selina Stoller made a motion to approve the minutes from April 10, 2024. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

   b. R052024 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds: Council Action Form | Resolution | Exhibit A
   - Selina Stoller made a motion to send resolution **R052024** to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

RESOLUTIONS:

3. **R052024A** - A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with an Amendment to the Declaratory Resolution for the Consolidated Fishers/ I-69 Economic Development Area, the Creation of a New Allocation Area and the Approval of a Plan Amendment for Said Area (CityView): Council Action Form | Resolution | Exhibit A
   - Selina Stoller made a motion to send resolution **R052024A** to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.
5. **R052024B -** A Resolution of the Common Council of the City of Fishers, Indiana Approving a lease Between the Fishers Redevelopment Authority and the Fishers Redevelopment Commission with Respect to the State Road 37 Project, and Addressing Matters Related Thereto: Council Action Form | Resolution | Exhibit A
   - Selina Stoller made a motion to send resolution **R052024B** to the full council for approval. Cecilia Coble seconded the motion. John Weingardt, John DeLucia, Selina Stoller and Cecilia Coble voted yay. Bill Stuart abstained from voting. The vote was 4-Yay, 1-Abstained. The motion passed.

ORDINANCES:

6. **041524 -** Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other

Actions in Respect Thereto – **2nd Reading:** Council Action Form | Ordinance | Exhibit A | Exhibit B | Exhibit C

- Bill Stuart made a motion to send ordinance **041524** to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

7. **041524A -** Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto - **2nd Reading**: Council Action Form | Ordinance | Exhibit A | Exhibit B
    - Cecilia Coble made a motion to send ordinance **041424A** to the full council for approval. John DeLucia seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Regular Item

8. Any other Unfinished / New Business
    - Lisa Bradford stated to the council that on the council agenda this evening there is an amendment to the salary ordinance.
    - Lisa Bradford stated she will be out for the June Finance Committee Meeting. The meeting will be rescheduled.

9. Meeting Adjournment
    - Selina Stoller made a motion to adjourn the meeting. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The meeting was adjourned at 6:39 p.m.

Respectfully submitted,

Jennifer L. Kehl
Fishers City Clerk

BUDGET & FINANCE COMMITTEE REPORT
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

* This is a Report of the Budget & Finance Committee. Minutes of the committee meeting can be found online at https://fishersin.gov/agenda-center/

John Weingardt, Chairperson
Cecilia Coble, Committee Member
Selina Stoller, Committee Member
John P. DeLucia, Committee Member
Bill Stuart, Committee Member

Meeting Date: 5/20/2024

RESOLUTIONS

1. **R052024 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.**
   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

2. **R052024A - A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with an Amendment to the Declaratory Resolution for the Consolidated Fishers/ I-69 Economic Development Area, the Creation of a New Allocation Area and the Approval of a Plan Amendment for Said Area (CityView)**
   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

3. **R052024B - A Resolution of the Common Council of the City of Fishers, Indiana Approving a lease Between the Fishers Redevelopment Authority and the Fishers Redevelopment Commission with Respect to the State Road 37 Project, and Addressing Matters Related Thereto**.

   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

ORDINANCES

1. **<u>041524</u> - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - 2nd Reading**

   Committee Recommendation:

   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

2. **<u>041524A</u>** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto – **2nd Reading**

   Committee Recommendation:

   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

This instrument was prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive, Fishers, Indiana, 46038.

Fishers Health Department Update – 5/20/2024

Senate Enrolled Act 4 – "Health First Indiana" Governors Public Health Commission Legislation

- Budget for 2025 to be submitted to IDOH by 6/1/24.
- Funding for 2025 should be double the $1,001,725.50 received in 2024.

Community Health Assessment:

- Continuing work on health assessment and readiness for accreditation process.
- 2023 Annual Report is complete and available on FHD website at https://health.fishersin.gov/wp-content/uploads/sites/4/2023-Annual-Report.pdf.

Core Health Services

- Immunizations & Testing: 191 patients seen for immunizations and testing services in March with steady demand for tuberculosis testing (66). Two COVID-19 and one blood lead test administered.
- 54 active reportable conditions managed at a steady pace and monitored for outbreak potential.
- Working on final insurer for credentialling to accept insured patients for all services (currently accept most insurance coverage for vaccines only via third party).

Health Education

- Nine health education sessions offered in April to 1,457 individuals.
- Hosted "Hidden in Plain Site" Experience, mock teen bedroom with scavenger hunt for adults to try to find vaping devices. Available to host this at community events and sites.
- Still applications to Teen Public Health Academy through May 31st at: https://health.fishersin.gov/resources/community-health-education/teen-public-health-academy/

Mental Health

- Stigma Free Fishers platform & Community Resource List continue to see increase in usage and awareness. Over 9,838 unique users and 11,681 sessions since launch on May 1, 2023. This year 2,688 unique users with 3,176 sessions, majority from Fishers and surrounding area, female, and younger than 25 years of age (70% of users). Most common topic centers, resources, and assessments used so far in 2024 on depression, anxiety, and alcohol use.

Environmental Health & Inspections

- Check out the Food Grade and Inspection Dashboard for most recent grades and inspection reports. New to 2024 is food grade assignment to temporary establishments and food trucks. Food inspections ongoing. To date, graded 242/358 permanent establishments (213 A, 18 B, 11 C). Graded 4/45 food trucks (4 A). Graded 0/16 temporary establishments.

Community Outreach and Social Media

- Follow us on Facebook, X, and now Instagram to see our new look and feel. You + We = Us
- Engage with us at upcoming Farmer's Markets and events like Health & Wellness Day, Club Day, Touch-a-Truck and Juneteenth.
- Facilitated Hope for Happiness event May 11 with Bring Change 2 Mind Clubs from HSE and Fishers High Schools. Interacted with approximately 350 individuals at the event highlighting mental health resources.

Public Health Social Work

- Social worker and community health advocates connecting individuals to services and care for substance use disorder, disability resources, mental health counseling, caregiver support, home health care, assisted living, and

more. April 2024 had 77 unique individuals with 107 encounters, of which 75 referred to community resources.

- All FPD emergency detention individuals automatically referred to social worker for enhanced support on mental health crises; 53 individuals year to date.
- Fall prevention program phase 1 implemented with in-home risk assessments, minor modifications, and referrals to reduce risk of fall in home. Planning phase 2 targeting extended care facilities this summer. Matter of Balance course in collaboration with Purdue University for residents in September and October.
- Social needs assessment to identify barriers to physical, mental, and social well-being offered daily in clinic. Program offers on-site social work support to any clinic patient. To date, 188 individuals have completed the needs assessment and referred to organizations for support with employment, connection to medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy.

Grants and Funding:

- Grant funding request submitted, and preliminary approval received for full funding request for Vaccines for Children federal program for third year. This funding has supported nursing and outreach staff, in addition to vaccines for uninsured and underinsured clients.
- School-based student-led club grant portal to open in July. All school-based clubs eligible to apply for awards up to $500 per calendar year for health or service-focused projects.
- Health department currently distributing contracts for awards to community agencies focused on access to care and prevention efforts. Contracts with: Shepherd's Center of Hamilton County, Trinity Free Clinic, and Breathe Easy Hamilton County.
- All health department contracts are posted here: https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f for 30 days before signature per Indiana Code.

Open Positions

- Three interns for summer focusing on maternal and child health, health education and outreach, and environmental health support on public/semi-public pools, vectors, and open water sampling.
- Vacant Public Health Nurse position posted, replaces previous nurse with School Health Liaison responsibilities. Position information is here: https://www.governmentjobs.com/careers/fishersin/jobs/4498902/public-health-nurse-school-liaison?page=2&pagetype=jobOpportunitiesJobs
- All available positions are posted for a minimum of 30 days here: https://www.governmentjobs.com/careers/fishersin and here: https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f per Indiana Code.

Fishers City Council Meeting
Minutes
April 15, 2024

THE PUBLIC MAY STREAM THE MEETING BY GOING TO: http://tinyurl.com/CityOfFishers

BOARD/COMMISSION: City Council Meeting
DATE: 4/15/2024
DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Launch Fishers, Auditorium

1. **Meeting Called to Order with the Pledge of Allegiance:** President Cecilia Coble called the meeting to order at 7:00 p.m. Present were Pete Peterson John Weingardt, Selina Stoller, Brad DeReamer, Tiffanie Ditlevson, John Delucia, and Bill Stuart. Todd Zimmerman was absent. Others present were Mayor Scott Fadness, City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Chris Greisl, Lisa Bradford, Jake Reardon McSoley, Lindsey Bennett, Megan Baumgartner, Marissa Deckert, Monica Heltz, Tracy Gaynor, Ross Hilleary, Breanna King, Ashley Elrod, Samatha Wisecup, Larry Lannan, Chief Ed Gebhart, Lt. Kevin Kolbi, Dave Seward, Major Ryan Jones, Asst. Chief Lucas Gannon, Asst. Chief Mike Janes, Matt Simmonds, Mike Pedersen, Loren Compton, John Huser, Robert Evans, Steve Arnold, Autumn Allen, Jennifer Milliken, Jack Follmar, Sue Follmar, Jan Hinekoliff, Tom Teitgen, Jenny and Robin Grider, and J.M. Mallbris.
2. **Announcements: None**
3. **Proclamations: None**
4. **Presentations:**
    - **a.** Service Awards:
        - **i.** Lt. Kevin Kolbi – 20 years
            - Chief Ed Gebhart made his presentation to Lt. Kevin Kolbi for 20 years of service.
    - **b.** Mayor's Youth Academy
        - Deputy Mayor Elliot Hultgren spoke about the Mayor's Youth Academy. These students are from both high schools.
        - The students present made a presentation on Delta 8, a synthetic cannabinoid. Their presentation suggested the following: Educational Programs, Zoning Laws, Taxes, Requiring ID's to Purchase, and have Local Regulations and Restrictions.
5. **Council Committee Reports**
    - **a.** Finance Committee Report - ***REPORT***
        - John Weingart gave a brief report on the Finance Committee meeting.

6. **Department Reports**
    a. Health Department Report - ***REPORT***
7. **Consent Agenda:**
    a. Request to approve the previous meeting minutes **Executive Session for March 18, 2024** I **Regular Meeting for March 18, 2024.**
    b. **R041524 -** A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds: **Council Action Form I Exhibit A I Resolution** ***SIGNED ADOPTION***
    c. **R041524E -** A Request to Approve a Certain Field Use Agreement: **Council Action Form I Resolution** ***SIGNED ADOPTION***

- Pete Peterson made a motion to approve the Consent Agenda. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR AGENDA

Budget/ Financial

8. **R041524A** - A Request to Approve Additional Appropriation (General Fund - City Hall) - **Public Hearing: Council Action Form I Exhibit A I Exhibit B I Exhibit C I Resolution** ***SIGNED ADOPTION***
    - Lisa Bradford gave her presentation to the council members.
    - John Weingardt asked the mayor how much money was saved for holding off until now for this project? Mayor Scott Fadness said the original bid was for 40 million. The approved bid for the project is currently 37.6 million.
    - INDOT is currently reviewing the bid and the project is scheduled to start this year.
    - Selina Stoller asked about the issues with 146 and Allisonville and the traffic. Mayor Scott Fadness stated that they are working with Hamilton County on timing and will start the project when traffic opens up on 146 and Allisonville.
    - Cecilia Coble opened the meeting for a **Public Hearing**. No one came forward and the **Public Hearing** was closed.
    - Pete Peterson made a motion to have resolution **R041524A**. John Weingardt second the motion. There was no remonstrance and all members voted yay. The motion passed.
9. **R041524B -** A Request to Approve a Reimbursement Resolution for the State Road 37 and 141st St Interchange Project: **Council Action Form I Resolution** ***SIGNED ADOPTION***
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to approve resolution **R041524B**. John Weingardt seconded the motion. Peter Peterson, Cecilia Coble, John Weingardt, Selina Stoller,

Brad DeReamer, Tiffanie Ditlevson, and John Delucia voted yay. Bill Stuart abstained. The vote was 7- Yay, 0-Nay, 1-Abstain. The motion passed.

10. **041524** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading: Council Action Form I Exhibit A I Exhibit B I Exhibit C I Ordinance**
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to have **1st Reading**.
11. **041524A** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading: Council Action Form I Exhibit A I Exhibit B I Ordinance**
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to have **1st Reading**.

12. **R041524C** - A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto: **Council Action Form I Exhibit A I Exhibit B I Resolution** ***SIGNED ADOPTION***
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to approve resolution **R041524C**. Bill Stuart seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Government/ Miscellaneous

13. **041524B -** A Request to Amend Chapter 50 of the City of Fishers Code of Ordinances (Garbage, Trash, and Refuse) - **1st Reading: Council Action Form I Ordinance - Redline I Ordinance - Clean**
    - Lindsey Bennett gave her presentation to the council members.
    - Brad DeReamer, Bill Stuart and Selina Stoller had questions concerning the ordinance.

- Lindsey Bennett said the RFP has been issued. Some changes to the ordinance include a $10,000 bond, must obtain a license from the city, certain hours of operation, clean-up of any mess.
- Bill Stuart and Selina Stoller stated they would like the ordinance to include certain hours of operation for areas such as condos and apartments that are close to homes.
- Lindsey Bennett stated the RFP is due June 1st. There will be a public hearing in July.

14. R041524F - A Resolution of the Common Council For the City of Fishers, Hamilton County, Indiana Amending Certain Parking Fees for Geist Waterfront Park: **Council Action Form** I **Exhibit A** I **Resolution** ***SIGNED ADOPTION***

- Jake McReadon-McSoley gave his presentation to the council members. Last year there was a $50 fee per day during the beach season (Memorial Day through Labor Day) for non-residents. The fee will now be $25 fee per day during the beach season (Memorial Day through Labor Day) for non-residents. There will no longer be the use of the SmartPass. Non-residents will no longer have to register ahead of time to use the park. The registration system will be done away with. Last year their focus was on safety.
- Bill Stuart thanked Jake for the re-evaluation of the fees to enter. He still feels the cost is still high. He asked how they would address out of town grandparents that want to take their grandchildren who live in Fishers. It was suggested that the kids could use their school ID's.
- Tiffanie Ditlevson asked how many days the park was closed for poor water quality. Jake said there were 3 days.
- Pete Peterson made a motion to approve resolution R041524F. Tiffanie Ditlevson seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Planning & Zoning

15. 041524C - Request to vacate the sign easement within the Northeast Commerce Park subdivision. Subject site is generally located north Lantern Road, with the common address 8911 Technology Drive (VAC-24-2) **- 1st Reading: Council Action Form** I **Exhibit A** I **Ordinance**

- Ross Hilleary gave his presentation to the council members.
- Pete Peterson made a motion to have the **1st Reading**.

16. 041524D - Consideration of a text amendment to the Hamilton Proper PUD to allow residential townhomes, mixed-use, and park improvements near the intersection of E. 116th St and Hoosier Rd, generally located near 11387 E. 116th St. (TA-24-2) - **1st Reading: Council Action Form** I **Petitioner Packet** I **Ordinance**

- Ross Hilleary gave his presentation to the council members.
- Tiffanie Ditlevson asked if the 5 story buildings will need a variance due to their height. Ross Hilleary said no.
- Pete Peterson made a motion to have the **1st Reading**.

Geist Community Center Annexation

17. R041524G - Request to approve a resolution adopting the Fiscal Plan for the Geist Community Center (ANX-24-1): **Council Action Form I Fiscal Plan I Resolution**
SIGNED ADOPTION

- Ross Hilleary gave his presentation to the council members.
- Pete Peterson made a motion to approve resolution **R041524G**. John Weingardt seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

18. 031824C - Request to approve a voluntary annexation of 7.12 acres, known as the Geist Community Center property. Subject site is generally located north of E. 96th and west of Georgia Road, with a common address of 14500 E. 96th Street. (ANX-24-1) **- Final Reading:**
Council Action Form I Ordinance ***SIGNED ADOPTION***

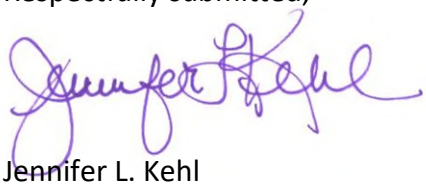
- Ross Hilleary gave his presentation to the council members.
- Pete Peterson made a motion to approve ordinance **031824C**. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR ITEMS

19. Any other Unfinished / New Business - **None**
20. Community Comment - **None**
21. Meeting Adjournment

- Pete Peterson made a motion to adjourn the meeting. John Weingardt seconded the motion. There was no remonstrance and all members voted yay. The motion passed.
- The meeting was adjourned at 8:02p.m.

Respectfully submitted,



Jennifer L. Kehl
Fishers City Clerk

Finance Committee Meeting
Minutes
April 10, 2024

FINANCE COMMITTEE MEETING, 5:00 p.m., Pavilion Conference Room

1. **Meeting Called to Order**
   - **Chairman John Weingardt called the meeting to order at 5:00 p.m. Present were Selina Stoller, Cecilia Coble, John DeLucia, Bill Stuart. Others present were City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Lisa Bradford, Amy Crell, and Steven Crell.**

2. **Announcements**
   - **None**

3. **Consent Agenda**
   a. **Request to review the previous meeting memoranda:**
      I. Minutes for March 12, 2024
   b. **R041524 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:** Council Action Form | Resolution | Exhibit A
      - **Selina Stoller made a motion to approve the consent agenda. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

RESOLUTIONS:

4. **R041524A - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional General Fund Funds to the City of Fishers Municipal Budget:** Council Action Form | Resolution | Exhibit A | Exhibit B
   - **Lisa Bradford discussed resolution R041524A with the committee.**
   - **Selina Stoller made a motion to send resolution R041524A to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

5. **R041524B - A Resolution of the Common Council of the City of Fishers, Indiana Declaring an Official Intent to Reimburse Expenditures:** Council Action Form | Resolution
   - **Lisa Bradford discussed resolution R041524B with the committee.**
   - **Selina Stoller made a motion to send resolution R041524B to the full council for approval. Cecilia Coble seconded the motion. John Delucia and John Weingart voted yay. Bill Stuart abstained. The vote was 4-Yay and 0-Nay and 1-Abstained. The motion passed.**

6. **R041524C - A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto:** Council Action Form | Resolution | Exhibit A | Exhibit B
   - **Lisa Bradford discussed resolution R041524C with the committee. CityView will be located next to First Internet Bank.**
   - **Selina Stoller made a motion to send resolution R041524AC to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

ORDINANCES:

7. **041524 - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - 1st Reading:** Council Action Form | Ordinance | Exhibit A | Exhibit B | Exhibit C
    - **Lisa Bradford discussed ordinance 041524 with the committee.**
    - **John Delucia made a motion to send ordinance 041524 to the full council for the 1st Reading. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

8. **041524A - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto 1st Reading- 1st Reading:** Council Action Form | Ordinance | Exhibit A | Exhibit B
    - **Lisa Bradford discussed ordinance 041524A with the committee.**
    - **John Delucia made a motion to send ordinance 041524A to the full council for the 1st Reading. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

Regular Items

9. **Any other Unfinished / New Business**
    - **John Weingardt and Elliott Hultgren discussed the court case concerning funds from Carmel. The money received has not been spent and is in the General Fund.**

10. **Meeting Adjournment**
    - **Bill Stuart made a motion to adjourn the meeting. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay.**
    - **The motion passed. The meeting was adjourned at 5:21 p.m.**

Respectfully Submitted,

Jennifer L. Kehl
Fishers City Clerk

BUDGET & FINANCE COMMITTEE REPORT
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

* This is a Report of the Budget & Finance Committee. Minutes of the committee meeting can be found online at https://fishersin.gov/agenda-center/

John Weingardt, Chairperson
Cecilia Coble, Committee Member
Selina Stoller, Committee Member
John P. DeLucia, Committee Member
Bill Stuart, Committee Member

Meeting Date: 4/10/2024

RESOLUTIONS

1. **R041524 -** A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.

   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

2. **R041524A** - A Request to Approve Additional Appropriation (General Fund- City Hall) - Public Hearing

   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

3. **R041524B -** A Request to Approve a Reimbursement Resolution for the State Road 37 and 141st St Interchange Project.

   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

4. **R041524C** - A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto.

   Committee Recommendation:

   - ☒ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

ORDINANCES:

5. **041524** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading**

   Committee Recommendation:

   - ☒ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

6. **041524A** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading**

   Committee Recommendation:

   - ☒ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

This instrument was prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive, Fishers, Indiana, 46038.

Finance Committee Meeting
April 10, 2024

City View
Project Overview

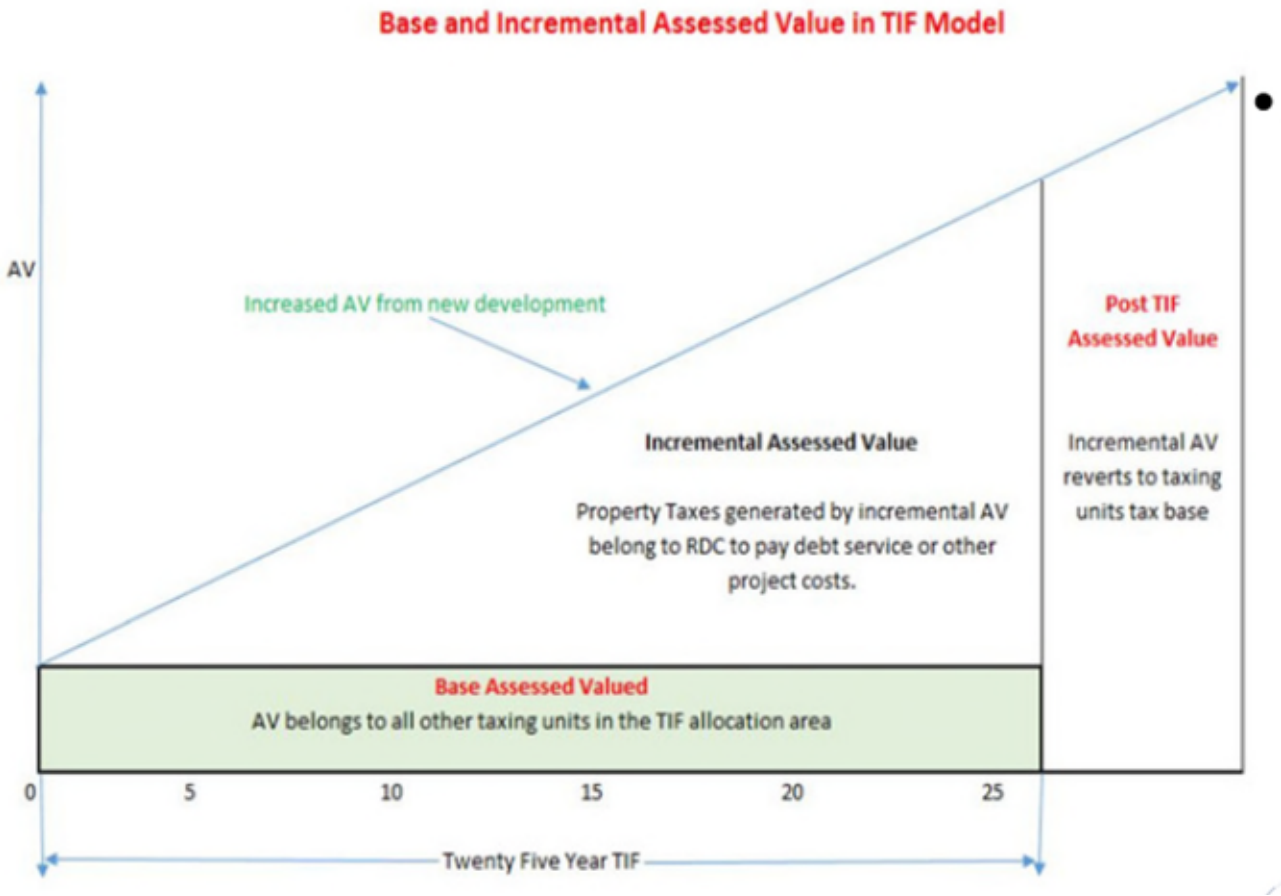
HighGround Fishers I, LLC and HighGround Fishers I, Inc., sister companies to Hageman Development, are an Indiana real estate development company with a reputation of delivering complex multi-family, office, retail, and community amenities across Indiana.

Project will be a mixed-use development consisting of one hundred eighty-four (184) luxury, age restricted, active adult (55 and older in conformance with the Housing for Older Persons Act) residential unties and approximately sixteen thousand, five hundred square feet (16,500 sq. ft.) of commercial/retail and restaurant space along 116th adjacent to the First Internet Bank Building.

Project Agreement Approved by Fishers City Council on June 19, 2023 – R061923F

$90 Million in Investment

Tax Increment Financing



041524x and 041524x
City View

- 041524x - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (City View Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto (1st Reading)
  - As part of the project agreement approved June 15, 2023, the City will issue conduit debt (bonds will be purchased by the developer) which are payable solely from tax increment revenues from the new project.
  - City will issue taxable economic development bonds not to exceed $9,000,000.
- 041524x - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (City View Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto (1st Reading)
  - Per the project agreement approved June 15, 2023, City will issue bonds not to exceed $23,000,000.
    - Bonds will be paid from tax increment revenues of the allocation area
    - Bonds have a property tax backup but reasonable expectation to be paid from TIF

Fishers Health Department Update – 4/15/2024

Senate Enrolled Act 4 – "Health First Indiana" Governors Public Health Commission Legislation

- Budget for 2025 to be submitted to IDOH by 6/1/24.
- Funding for 2025 should be double the $1,001,725.50 received in 2024.

Community Health Assessment:

- Continuing work on health assessment, adding comparison to leading suburbs across U.S. and readiness for accreditation process.

Core Health Services

- Immunizations & Testing: 220 patients seen for immunizations and testing services in March with steady demand for tuberculosis testing (56). Two COVID-19 and two blood lead test administered.
- 64 active reportable conditions managed at a steady pace and monitored for outbreak potential.
- More than halfway through credentialling process to accept insured patients for all services (currently accept most insurance coverage for vaccines only via third party).

Health Education

- 13 health education sessions offered in March to 1,566 individuals.

Mental Health

- Stigma Free Fishers platform & Community Resource List continue to see increase in usage and awareness. Over 9,172 unique users and 10,818 sessions since launch on May 1, 2023. First quarter 2024 had 1,946 unique users with 2,220 sessions on the platform. The majority of users during that time period from Fishers and surrounding area, female, and younger than 25 years of age. Most common topic centers, resources, and assessments used in Q1 2024 were on depression, anxiety, and alcohol use.

Environmental Health & Inspections

- Anticipating statewide food code changes as soon as July 1, 2024.
- Check out the Food Grade and Inspection Dashboard for most recent grades and inspection reports. To date, graded 171/357 permanent establishments (137 A, 14 B, 6 C). Graded 4/26 food trucks (4 A). Graded 0/7 temporary establishments.

Community Outreach and Social Media

- Communications rebranding has begun. Follow FHD on X and Facebook to help us get the word out.

Public Health Social Work

- In February, 124 individuals referred to social work program. Social worker and community health advocates connecting individuals to services and care for substance use disorder, disability resources, mental health counseling, caregiver support, home health care, assisted living, and more.
- All FPD emergency detention individuals automatically referred to social worker for enhanced support on mental health crises; 38 individuals year to date.
- Fall prevention program recruiting individuals with recent falls from FFD EMS calls. Phase 1 implemented with in-home risk assessments, minor modifications, and referrals to reduce risk of fall in home. Planning phase 2 prevention efforts targeting extended care facilities for targeted rollout late spring/early summer. Matter of Balance course in collaboration with Purdue University for residents in September and October.
- Social needs assessment to identify barriers to physical, mental, and social well-being launched in clinic on February 19, 2024. Program offers on-site social work support to any clinic patient. To date, 109 individuals have completed the needs assessment and referred to organizations for support with employment, connection to

medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy.

Grants and Funding:

- Grant funding request submitted for Vaccines for Children federal program for third year. This funding has supported nursing and outreach staff, in addition to vaccines for uninsured and underinsured clients.
- Health department finalizing grant application process for school-based student-led clubs to conduct health-focused or service-focused initiatives. Jim Hallet donated additional $10,000 for this effort.
- Health department finalizing contracts for awards to community agencies focused on access to care and prevention efforts. Awards going to: Trinity Free Clinic, Shephard's Center of Hamilton County and Breathe Easy Hamilton County.

New/Open Positions

- Host site for Indiana Public Health Association Summer 2024 Internships. 41 applications submitted. Accepted three interns for summer focusing on maternal and child health, health education and outreach, and environmental health support on public/semi-public pools, vectors, and open water sampling.
- School Health Liaison position open- to be posed soon.

CITY COUNCIL SIGN IN SHEETS _____ OF _____ PAGES

DATE: April 15, 2024

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Loren Compton	13816 Charleswood Ct.
2	Jerry & Robyn Grider	13186 Zinfandel Pl.
3	J. M. Mallbris	11723 Landings Dr.
4	TOM TEITGEN	12940 FAWNS RIDGE
5	Jon Hinchcliff	
6	Sue Ann Fullmer	13857 Canopy Ln
7	Jack Fullmer	"
8	Jennifer Milliken	Ice Miller LLP
9	Autumn Allen	Resident
10	Stace Arnold	7847 Ellipse Pkwy, Fishers
11	Robert C. Evans	10707 Burning Ridge Lane
12	Josh Huser	12863 Shakespeare Way
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Fishers City Council Meeting
Minutes
April 15, 2024

THE PUBLIC MAY STREAM THE MEETING BY GOING TO: http://tinyurl.com/CityOfFishers

BOARD/COMMISSION: City Council Meeting
DATE: 4/15/2024
DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Launch Fishers, Auditorium

1. **Meeting Called to Order with the Pledge of Allegiance:** President Cecilia Coble called the meeting to order at 7:00 p.m. Present were Pete Peterson John Weingardt, Selina Stoller, Brad DeReamer, Tiffanie Ditlevson, John Delucia, and Bill Stuart. Todd Zimmerman was absent. Others present were Mayor Scott Fadness, City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Chris Greisl, Lisa Bradford, Jake Reardon McSoley, Lindsey Bennett, Megan Baumgartner, Marissa Deckert, Monica Heltz, Tracy Gaynor, Ross Hilleary, Breanna King, Ashley Elrod, Samatha Wisecup, Larry Lannan, Chief Ed Gebhart, Lt. Kevin Kolbi, Dave Seward, Major Ryan Jones, Asst. Chief Lucas Gannon, Asst. Chief Mike Janes, Matt Simmonds, Mike Pedersen, Loren Compton, John Huser, Robert Evans, Steve Arnold, Autumn Allen, Jennifer Milliken, Jack Follmar, Sue Follmar, Jan Hinekoliff, Tom Teitgen, Jenny and Robin Grider, and J.M. Mallbris.
2. **Announcements: None**
3. **Proclamations: None**
4. **Presentations:**
    - **a.** Service Awards:
        - **i.** Lt. Kevin Kolbi – 20 years
            - Chief Ed Gebhart made his presentation to Lt. Kevin Kolbi for 20 years of service.
    - **b.** Mayor's Youth Academy
        - Deputy Mayor Elliot Hultgren spoke about the Mayor's Youth Academy. These students are from both high schools.
        - The students present made a presentation on Delta 8, a synthetic cannabinoid. Their presentation suggested the following: Educational Programs, Zoning Laws, Taxes, Requiring ID's to Purchase, and have Local Regulations and Restrictions.
5. **Council Committee Reports**
    - **a.** Finance Committee Report - ***REPORT***
        - John Weingart gave a brief report on the Finance Committee meeting.

6. **Department Reports**
    a. Health Department Report - ***REPORT***
7. **Consent Agenda:**
    a. Request to approve the previous meeting minutes **Executive Session for March 18, 2024** I **Regular Meeting for March 18, 2024.**
    b. **R041524 -** A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds: **Council Action Form I Exhibit A I Resolution** ***SIGNED ADOPTION***
    c. **R041524E -** A Request to Approve a Certain Field Use Agreement: **Council Action Form I Resolution** ***SIGNED ADOPTION***

- Pete Peterson made a motion to approve the Consent Agenda. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR AGENDA

Budget/ Financial

8. **R041524A** - A Request to Approve Additional Appropriation (General Fund - City Hall) - **Public Hearing: Council Action Form I Exhibit A I Exhibit B I Exhibit C I Resolution** ***SIGNED ADOPTION***
    - Lisa Bradford gave her presentation to the council members.
    - John Weingardt asked the mayor how much money was saved for holding off until now for this project? Mayor Scott Fadness said the original bid was for 40 million. The approved bid for the project is currently 37.6 million.
    - INDOT is currently reviewing the bid and the project is scheduled to start this year.
    - Selina Stoller asked about the issues with 146 and Allisonville and the traffic. Mayor Scott Fadness stated that they are working with Hamilton County on timing and will start the project when traffic opens up on 146 and Allisonville.
    - Cecilia Coble opened the meeting for a **Public Hearing**. No one came forward and the **Public Hearing** was closed.
    - Pete Peterson made a motion to have resolution **R041524A**. John Weingardt second the motion. There was no remonstrance and all members voted yay. The motion passed.
9. **R041524B -** A Request to Approve a Reimbursement Resolution for the State Road 37 and 141st St Interchange Project: **Council Action Form I Resolution** ***SIGNED ADOPTION***
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to approve resolution **R041524B**. John Weingardt seconded the motion. Peter Peterson, Cecilia Coble, John Weingardt, Selina Stoller,

Brad DeReamer, Tiffanie Ditlevson, and John Delucia voted yay. Bill Stuart abstained. The vote was 7- Yay, 0-Nay, 1-Abstain. The motion passed.

10. **041524** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading: Council Action Form I Exhibit A I Exhibit B I Exhibit C I Ordinance**
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to have **1st Reading**.
11. **041524A** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading: Council Action Form I Exhibit A I Exhibit B I Ordinance**
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to have **1st Reading**.

12. **R041524C** - A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto: **Council Action Form I Exhibit A I Exhibit B I Resolution** ***SIGNED ADOPTION***
    - Lisa Bradford gave her presentation to the council members.
    - Pete Peterson made a motion to approve resolution **R041524C**. Bill Stuart seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Government/ Miscellaneous

13. **041524B -** A Request to Amend Chapter 50 of the City of Fishers Code of Ordinances (Garbage, Trash, and Refuse) - **1st Reading: Council Action Form I Ordinance - Redline I Ordinance - Clean**
    - Lindsey Bennett gave her presentation to the council members.
    - Brad DeReamer, Bill Stuart and Selina Stoller had questions concerning the ordinance.

- Lindsey Bennett said the RFP has been issued. Some changes to the ordinance include a $10,000 bond, must obtain a license from the city, certain hours of operation, clean-up of any mess.
- Bill Stuart and Selina Stoller stated they would like the ordinance to include certain hours of operation for areas such as condos and apartments that are close to homes.
- Lindsey Bennett stated the RFP is due June 1st. There will be a public hearing in July.

14. R041524F - A Resolution of the Common Council For the City of Fishers, Hamilton County, Indiana Amending Certain Parking Fees for Geist Waterfront Park: **Council Action Form** I **Exhibit A** I **Resolution** ***SIGNED ADOPTION***

- Jake McReadon-McSoley gave his presentation to the council members. Last year there was a $50 fee per day during the beach season (Memorial Day through Labor Day) for non-residents. The fee will now be $25 fee per day during the beach season (Memorial Day through Labor Day) for non-residents. There will no longer be the use of the SmartPass. Non-residents will no longer have to register ahead of time to use the park. The registration system will be done away with. Last year their focus was on safety.
- Bill Stuart thanked Jake for the re-evaluation of the fees to enter. He still feels the cost is still high. He asked how they would address out of town grandparents that want to take their grandchildren who live in Fishers. It was suggested that the kids could use their school ID's.
- Tiffanie Ditlevson asked how many days the park was closed for poor water quality. Jake said there were 3 days.
- Pete Peterson made a motion to approve resolution R041524F. Tiffanie Ditlevson seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Planning & Zoning

15. 041524C - Request to vacate the sign easement within the Northeast Commerce Park subdivision. Subject site is generally located north Lantern Road, with the common address 8911 Technology Drive (VAC-24-2) **- 1st Reading: Council Action Form** I **Exhibit A** I **Ordinance**

- Ross Hilleary gave his presentation to the council members.
- Pete Peterson made a motion to have the **1st Reading**.

16. 041524D - Consideration of a text amendment to the Hamilton Proper PUD to allow residential townhomes, mixed-use, and park improvements near the intersection of E. 116th St and Hoosier Rd, generally located near 11387 E. 116th St. (TA-24-2) - **1st Reading: Council Action Form** I **Petitioner Packet** I **Ordinance**

- Ross Hilleary gave his presentation to the council members.
- Tiffanie Ditlevson asked if the 5 story buildings will need a variance due to their height. Ross Hilleary said no.
- Pete Peterson made a motion to have the **1st Reading**.

Geist Community Center Annexation

17. R041524G - Request to approve a resolution adopting the Fiscal Plan for the Geist Community Center (ANX-24-1): **Council Action Form I Fiscal Plan I Resolution**
SIGNED ADOPTION

- Ross Hilleary gave his presentation to the council members.
- Pete Peterson made a motion to approve resolution **R041524G**. John Weingardt seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

18. 031824C - Request to approve a voluntary annexation of 7.12 acres, known as the Geist Community Center property. Subject site is generally located north of E. 96th and west of Georgia Road, with a common address of 14500 E. 96th Street. (ANX-24-1) **- Final Reading:**
Council Action Form I Ordinance ***SIGNED ADOPTION***

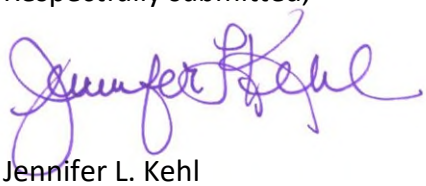
- Ross Hilleary gave his presentation to the council members.
- Pete Peterson made a motion to approve ordinance **031824C**. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR ITEMS

19. Any other Unfinished / New Business - **None**
20. Community Comment - **None**
21. Meeting Adjournment

- Pete Peterson made a motion to adjourn the meeting. John Weingardt seconded the motion. There was no remonstrance and all members voted yay. The motion passed.
- The meeting was adjourned at 8:02p.m.

Respectfully submitted,



Jennifer L. Kehl
Fishers City Clerk

Finance Committee Meeting
Minutes
April 10, 2024

FINANCE COMMITTEE MEETING, 5:00 p.m., Pavilion Conference Room

1. **Meeting Called to Order**
   - **Chairman John Weingardt called the meeting to order at 5:00 p.m. Present were Selina Stoller, Cecilia Coble, John DeLucia, Bill Stuart. Others present were City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Lisa Bradford, Amy Crell, and Steven Crell.**

2. **Announcements**
   - **None**

3. **Consent Agenda**
   a. **Request to review the previous meeting memoranda:**
      I. Minutes for March 12, 2024
   b. **R041524 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:** Council Action Form | Resolution | Exhibit A
      - **Selina Stoller made a motion to approve the consent agenda. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

RESOLUTIONS:

4. **R041524A - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional General Fund Funds to the City of Fishers Municipal Budget:** Council Action Form | Resolution | Exhibit A | Exhibit B
   - **Lisa Bradford discussed resolution R041524A with the committee.**
   - **Selina Stoller made a motion to send resolution R041524A to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

5. **R041524B - A Resolution of the Common Council of the City of Fishers, Indiana Declaring an Official Intent to Reimburse Expenditures:** Council Action Form | Resolution
   - **Lisa Bradford discussed resolution R041524B with the committee.**
   - **Selina Stoller made a motion to send resolution R041524B to the full council for approval. Cecilia Coble seconded the motion. John Delucia and John Weingart voted yay. Bill Stuart abstained. The vote was 4-Yay and 0-Nay and 1-Abstained. The motion passed.**

6. **R041524C - A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto:** Council Action Form | Resolution | Exhibit A | Exhibit B
   - **Lisa Bradford discussed resolution R041524C with the committee. CityView will be located next to First Internet Bank.**
   - **Selina Stoller made a motion to send resolution R041524AC to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

ORDINANCES:

7. **041524 - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - 1st Reading:** Council Action Form | Ordinance | Exhibit A | Exhibit B | Exhibit C
    - **Lisa Bradford discussed ordinance 041524 with the committee.**
    - **John Delucia made a motion to send ordinance 041524 to the full council for the 1st Reading. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

8. **041524A - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto 1st Reading- 1st Reading:** Council Action Form | Ordinance | Exhibit A | Exhibit B
    - **Lisa Bradford discussed ordinance 041524A with the committee.**
    - **John Delucia made a motion to send ordinance 041524A to the full council for the 1st Reading. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.**

Regular Items

9. **Any other Unfinished / New Business**
    - **John Weingardt and Elliott Hultgren discussed the court case concerning funds from Carmel. The money received has not been spent and is in the General Fund.**

10. **Meeting Adjournment**
    - **Bill Stuart made a motion to adjourn the meeting. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay.**
    - **The motion passed. The meeting was adjourned at 5:21 p.m.**

Respectfully Submitted,

Jennifer L. Kehl
Fishers City Clerk

BUDGET & FINANCE COMMITTEE REPORT
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

* This is a Report of the Budget & Finance Committee. Minutes of the committee meeting can be found online at https://fishersin.gov/agenda-center/

John Weingardt, Chairperson
Cecilia Coble, Committee Member
Selina Stoller, Committee Member
John P. DeLucia, Committee Member
Bill Stuart, Committee Member

Meeting Date: 4/10/2024

RESOLUTIONS

1. **R041524 -** A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.

   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

2. **R041524A** - A Request to Approve Additional Appropriation (General Fund- City Hall) - Public Hearing

   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

3. **R041524B -** A Request to Approve a Reimbursement Resolution for the State Road 37 and 141st St Interchange Project.

   Committee Recommendation:
   - ■ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

4. **R041524C** - A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto.

   Committee Recommendation:

   - ☐ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

ORDINANCES:

5. **041524** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading**

   Committee Recommendation:

   - ☐ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

6. **041524A** - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto - **1st Reading**

   Committee Recommendation:

   - ☐ Passage
   - ☐ Non-Passage
   - ☐ Amendment
   - ☐ No Recommendation

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

This instrument was prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive, Fishers, Indiana, 46038.

Finance Committee Meeting
April 10, 2024

City View
Project Overview

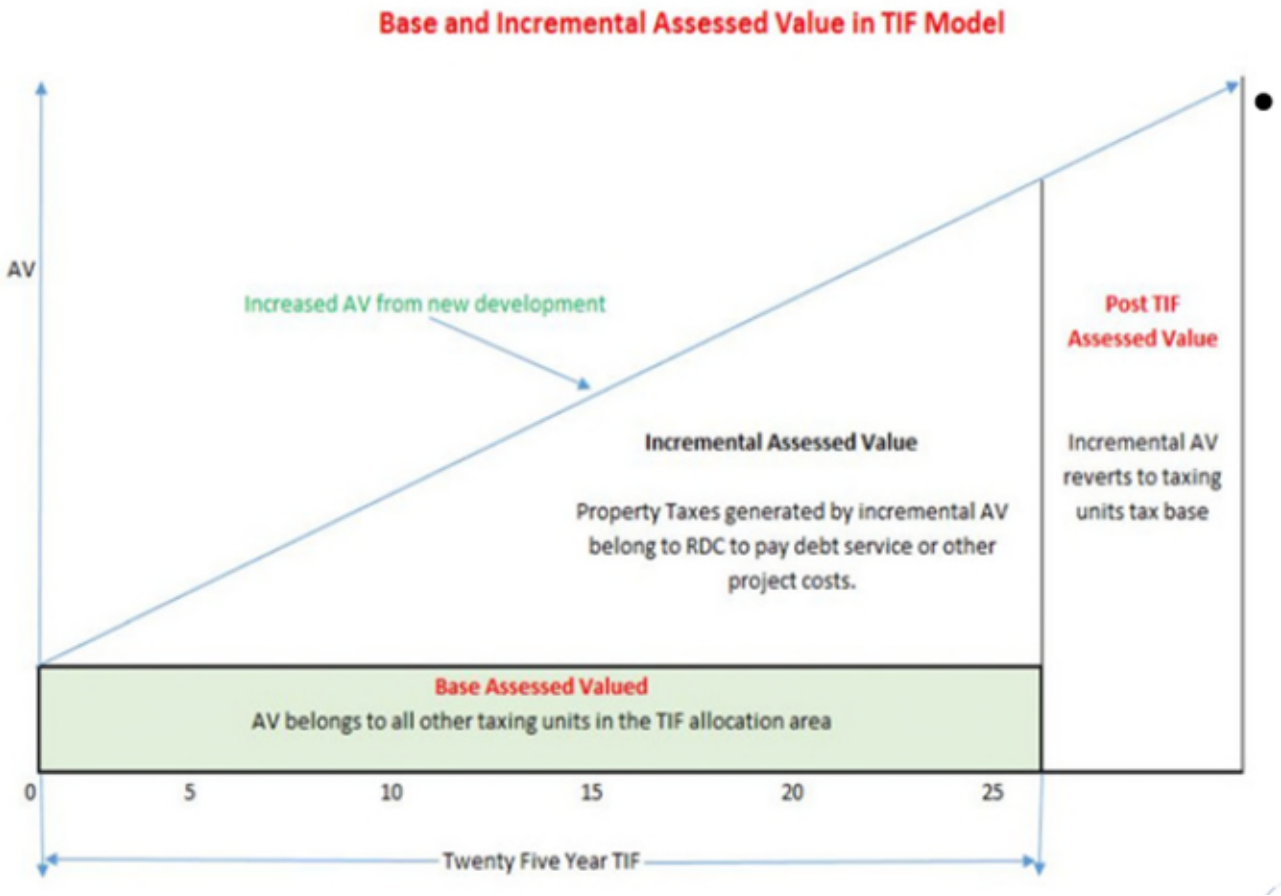
HighGround Fishers I, LLC and HighGround Fishers I, Inc., sister companies to Hageman Development, are an Indiana real estate development company with a reputation of delivering complex multi-family, office, retail, and community amenities across Indiana.

Project will be a mixed-use development consisting of one hundred eighty-four (184) luxury, age restricted, active adult (55 and older in conformance with the Housing for Older Persons Act) residential unties and approximately sixteen thousand, five hundred square feet (16,500 sq. ft.) of commercial/retail and restaurant space along 116th adjacent to the First Internet Bank Building.

Project Agreement Approved by Fishers City Council on June 19, 2023 – R061923F

$ **$90 Million in Investment**

Tax Increment Financing



041524x and 041524x
City View

- 041524x - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (City View Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto (1st Reading)
  - As part of the project agreement approved June 15, 2023, the City will issue conduit debt (bonds will be purchased by the developer) which are payable solely from tax increment revenues from the new project.
  - City will issue taxable economic development bonds not to exceed $9,000,000.
- 041524x - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (City View Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto (1st Reading)
  - Per the project agreement approved June 15, 2023, City will issue bonds not to exceed $23,000,000.
    - Bonds will be paid from tax increment revenues of the allocation area
    - Bonds have a property tax backup but reasonable expectation to be paid from TIF

Fishers Health Department Update – 4/15/2024

Senate Enrolled Act 4 – "Health First Indiana" Governors Public Health Commission Legislation

- Budget for 2025 to be submitted to IDOH by 6/1/24.
- Funding for 2025 should be double the $1,001,725.50 received in 2024.

Community Health Assessment:

- Continuing work on health assessment, adding comparison to leading suburbs across U.S. and readiness for accreditation process.

Core Health Services

- Immunizations & Testing: 220 patients seen for immunizations and testing services in March with steady demand for tuberculosis testing (56). Two COVID-19 and two blood lead test administered.
- 64 active reportable conditions managed at a steady pace and monitored for outbreak potential.
- More than halfway through credentialling process to accept insured patients for all services (currently accept most insurance coverage for vaccines only via third party).

Health Education

- 13 health education sessions offered in March to 1,566 individuals.

Mental Health

- Stigma Free Fishers platform & Community Resource List continue to see increase in usage and awareness. Over 9,172 unique users and 10,818 sessions since launch on May 1, 2023. First quarter 2024 had 1,946 unique users with 2,220 sessions on the platform. The majority of users during that time period from Fishers and surrounding area, female, and younger than 25 years of age. Most common topic centers, resources, and assessments used in Q1 2024 were on depression, anxiety, and alcohol use.

Environmental Health & Inspections

- Anticipating statewide food code changes as soon as July 1, 2024.
- Check out the Food Grade and Inspection Dashboard for most recent grades and inspection reports. To date, graded 171/357 permanent establishments (137 A, 14 B, 6 C). Graded 4/26 food trucks (4 A). Graded 0/7 temporary establishments.

Community Outreach and Social Media

- Communications rebranding has begun. Follow FHD on X and Facebook to help us get the word out.

Public Health Social Work

- In February, 124 individuals referred to social work program. Social worker and community health advocates connecting individuals to services and care for substance use disorder, disability resources, mental health counseling, caregiver support, home health care, assisted living, and more.
- All FPD emergency detention individuals automatically referred to social worker for enhanced support on mental health crises; 38 individuals year to date.
- Fall prevention program recruiting individuals with recent falls from FFD EMS calls. Phase 1 implemented with in-home risk assessments, minor modifications, and referrals to reduce risk of fall in home. Planning phase 2 prevention efforts targeting extended care facilities for targeted rollout late spring/early summer. Matter of Balance course in collaboration with Purdue University for residents in September and October.
- Social needs assessment to identify barriers to physical, mental, and social well-being launched in clinic on February 19, 2024. Program offers on-site social work support to any clinic patient. To date, 109 individuals have completed the needs assessment and referred to organizations for support with employment, connection to

medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy.

Grants and Funding:

- Grant funding request submitted for Vaccines for Children federal program for third year. This funding has supported nursing and outreach staff, in addition to vaccines for uninsured and underinsured clients.
- Health department finalizing grant application process for school-based student-led clubs to conduct health-focused or service-focused initiatives. Jim Hallet donated additional $10,000 for this effort.
- Health department finalizing contracts for awards to community agencies focused on access to care and prevention efforts. Awards going to: Trinity Free Clinic, Shephard's Center of Hamilton County and Breathe Easy Hamilton County.

New/Open Positions

- Host site for Indiana Public Health Association Summer 2024 Internships. 41 applications submitted. Accepted three interns for summer focusing on maternal and child health, health education and outreach, and environmental health support on public/semi-public pools, vectors, and open water sampling.
- School Health Liaison position open- to be posed soon.

CITY COUNCIL SIGN IN SHEETS _____ OF _____ PAGES

DATE: April 15, 2024

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Loren Compton	13816 Charleswood Ct.
2	Jerry & Robyn Grider	13186 Zinfandel Pl.
3	J. M. Mallbris	11723 Landings Dr.
4	TOM TEITGEN	12940 FAWNS RIDGE
5	Jon Hinchcliff	
6	Sue Ann Fullmer	13857 Canopy Ln
7	Jack Fullmer	"
8	Jennifer Milliken	Ice Miller LLP
9	Autumn Allen	Resident
10	Stace Arnold	7847 Ellipse Pkwy, Fishers
11	Robert C. Evans	10707 Burning Ridge Lane
12	Josh Huser	12863 Shakespeare Way
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RESOLUTION NO. R052024

A RESOLUTION AUTHORIZING THE CITY CONTROLLER TO TRANSFER CERTAIN CITY OF FISHERS BUDGET FUNDS INTO CERTAIN BUDGET CATEGORIES

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") has budgeted certain amounts of funds that are used for general municipal operational purposes of the City;

WHEREAS, the certain funds as described in Exhibit A, which is attached hereto and incorporated herein ("Transfers") are in need of various transfers in order to continue their intended purposes and operations; and

WHEREAS, the Common Council for the City of Fishers, Hamilton County, Indiana ("City Council") now desires to authorize the City Controller to transfer said funds into said accounts, all is further described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Council hereby authorizes the City Controller to make all transfers as described in Exhibit A ("Transfers") and execute them in a timely and orderly fashion.

Section 2. This Resolution shall be in full force and effect from and upon its passage and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 20th day of May, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 20th day of May 2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ May 20, 2024
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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

R052024

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024 05 2 05/21/2024 PZ R052024 BUA PZ'24FDAM 1 1										
1	21703012	43100		Planning & Zoning - Donations	Professional Services		16,500.00	-4,000.00	12,500.00	
	2170.301.32.000.43100.				Mar'24 Disability Awarenes Exp	05/21/2024				
2	21703012	42200		Planning & Zoning - Donations	Operating Supplies		7,074.55	4,000.00	11,074.55	
	2170.301.32.000.42200.				Mar'24 Disability Awarenes Exp	05/21/2024				
					** JOURNAL TOTAL			0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024 05 9 05/21/2024 PWBdPk R052024 BUA PWPrfSvExp 1 1										
1	10109012	41113		General Fund - PW Buildings	FT Salaries		607,919.00	-100,000.00	507,919.00	
	1010.901.92.000.41113.				Pay for prof svcs expenses	05/21/2024				
2	10109012	43100		General Fund - PW Buildings	Professional Services		3,394,565.88	100,000.00	3,494,565.88	
	1010.901.92.000.43100.				Pay for prof svcs expenses	05/21/2024				
3	10109012	41114		General Fund - PW Buildings	PT Salaries		35,050.00	-10,000.00	25,050.00	
	1010.901.92.000.41114.				Pay for prof svcs expenses	05/21/2024				
4	10109012	43100		General Fund - PW Buildings	Professional Services		3,394,565.88	10,000.00	3,404,565.88	
	1010.901.92.000.43100.				Pay for prof svcs expenses	05/21/2024				
5	10109013	41114		General Fund - PW Parks	PT Salaries		258,561.00	-50,000.00	208,561.00	
	1010.901.93.000.41114.				Pay for prof svcs expenses	05/21/2024				
6	10109013	43100		General Fund - PW Parks	Professional Services		857,758.82	50,000.00	907,758.82	
	1010.901.93.000.43100.				Pay for prof svcs expenses	05/21/2024				
					** JOURNAL TOTAL			0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024 05 10 05/21/2024 FLT R052024 BUA FltEqp 1 1										
1	60606010	42200		Sewer - Fleet	Operating Supplies		111,000.00	-15,000.00	96,000.00	
	6060.601.00.000.42200.				Unexpected repais to equipment	05/21/2024				
2	60606010	43100		Sewer - Fleet	Professional Services		39,140.79	15,000.00	54,140.79	
	6060.601.00.000.43100.				Unexpected repais to equipment	05/21/2024				
					** JOURNAL TOTAL			0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024 05 11 05/21/2024 Parks R052024 BUA PkPcklResf 1 1										

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2024 05	11	05/21/2024	Parks	R052024	BUA PkPcklResf	1	1	
1	10107010	43100		General Fund - Parks & Rec	Professional Services	1,489,930.44	-25,000.00	1,464,930.44
	1010.701.00.000.43100.				PkleBl resurface Cyntheanne Pk 05/21/2024			
2	10107010	44920		General Fund - Parks & Rec	Capital Expenses	.00	25,000.00	25,000.00
	1010.701.00.000.44920.				PkleBl resurface Cyntheanne Pk 05/21/2024			
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2024 05	12	05/21/2024	PWFclt	R052024	BUA PWFctyCapE	1	1	
1	10109012	43100		General Fund - PW Buildings	Professional Services	3,394,565.88	-22,500.00	3,372,065.88
	1010.901.92.000.43100.				Pay for capital expenses	05/21/2024		
2	10109012	44920		General Fund - PW Buildings	Capital Expenses	129,340.01	22,500.00	151,840.01
	1010.901.92.000.44920.				Pay for capital expenses	05/21/2024		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2024 05	26	05/21/2024	PWPkMV	R052024	BUA CapExpense	1	1	
1	10109012	43100		General Fund - PW Buildings	Professional Services	3,394,565.88	-50,000.00	3,344,565.88
	1010.901.92.000.43100.				Pay for capital expenses	05/21/2024		
2	10109012	44920		General Fund - PW Buildings	Capital Expenses	129,340.01	50,000.00	179,340.01
	1010.901.92.000.44920.				Pay for capital expenses	05/21/2024		
3	10106192	42200		General Fund - IC/BLDGMNT	Operating Supplies	587,085.00	-50,000.00	537,085.00
	1010.610.92.000.42200.				Pay for capital expenses	05/21/2024		
4	10109012	44920		General Fund - PW Buildings	Capital Expenses	129,340.01	50,000.00	179,340.01
	1010.901.92.000.44920.				Pay for capital expenses	05/21/2024		
5	10106193	42200		General Fund - IC/PKSMNT	Operating Supplies	436,315.00	-50,000.00	386,315.00
	1010.610.93.000.42200.				Pay for capital expenses	05/21/2024		
6	10109013	44920		General Fund - PW Parks	Capital Expenses	45,141.00	50,000.00	95,141.00
	1010.901.93.000.44920.				Pay for capital expenses	05/21/2024		
7	20106191	42200		Motor Vehicle Highway - IC/STS	Operating Supplies	339,080.00	-50,000.00	289,080.00
	2010.610.91.000.42200				Pay for capital expenses	05/21/2024		

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION	EFF DATE		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2024 05 26 05/21/2024 PWPkMV R052024 BUA CapExpense 1 1

8	20109011	44920		MVH - PW Streets	Capital Expenses	.00	50,000.00	50,000.00
	2010.901.91.000.44920.				Pay for capital expenses	05/21/2024		

** JOURNAL TOTAL 0.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valoisl

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC LINE DESC	OB	DEBIT	CREDIT
2024 5 2										
BUA 21703012-43100							Professional Services	5		4,000.00
	05/21/2024	PZ'24FDAM	PZ	R052024		T	Mar'24 Disability Awarenes Exp			
BUA 21703012-42200							Operating Supplies	5	4,000.00	
	05/21/2024	PZ'24FDAM	PZ	R052024		T	Mar'24 Disability Awarenes Exp			
							JOURNAL 2024/05/2 TOTAL		.00	.00
2024 5 9										
BUA 10109012-41113							FT Salaries	5		100,000.00
	05/21/2024	PWPrfSvExp	PWBdPk	R052024		T	Pay for prof svcs expenses			
BUA 10109012-43100							Professional Services	5	100,000.00	
	05/21/2024	PWPrfSvExp	PWBdPk	R052024		T	Pay for prof svcs expenses			
BUA 10109012-41114							PT Salaries	5		10,000.00
	05/21/2024	PWPrfSvExp	PWBdPk	R052024		T	Pay for prof svcs expenses			
BUA 10109012-43100							Professional Services	5	10,000.00	
	05/21/2024	PWPrfSvExp	PWBdPk	R052024		T	Pay for prof svcs expenses			
BUA 10109013-41114							PT Salaries	5		50,000.00
	05/21/2024	PWPrfSvExp	PWBdPk	R052024		T	Pay for prof svcs expenses			
BUA 10109013-43100							Professional Services	5	50,000.00	
	05/21/2024	PWPrfSvExp	PWBdPk	R052024		T	Pay for prof svcs expenses			
							JOURNAL 2024/05/9 TOTAL		.00	.00
2024 5 10										
BUA 60606010-42200							Operating Supplies	5		15,000.00
	05/21/2024	FltEqp	FLT	R052024		T	Unexpected repais to equipment			
BUA 60606010-43100							Professional Services	5	15,000.00	
	05/21/2024	FltEqp	FLT	R052024		T	Unexpected repais to equipment			
							JOURNAL 2024/05/10 TOTAL		.00	.00
2024 5 11										
BUA 10107010-43100							Professional Services	5		25,000.00
	05/21/2024	PkPcklResf	Parks	R052024		T	PkleBl resurface Cyntheanne Pk			
BUA 10107010-44920							Capital Expenses	5	25,000.00	
	05/21/2024	PkPcklResf	Parks	R052024		T	PkleBl resurface Cyntheanne Pk			
							JOURNAL 2024/05/11 TOTAL		.00	.00
2024 5 12										
BUA 10109012-43100							Professional Services	5		22,500.00
	05/21/2024	PWFctyCapE	PWFclt	R052024		T	Pay for capital expenses			
BUA 10109012-44920							Capital Expenses	5	22,500.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
	05/21/2024	PWFctyCapE	PWFclt	R052024		Pay for capital expenses	T			
						JOURNAL 2024/05/12 TOTAL			.00	.00
2024 5 26										
BUA 10109012-43100						Professional Services		5		50,000.00
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
BUA 10109012-44920						Capital Expenses		5	50,000.00	
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
BUA 10106192-42200						Operating Supplies		5		50,000.00
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
BUA 10109012-44920						Capital Expenses		5	50,000.00	
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
BUA 10106193-42200						Operating Supplies		5		50,000.00
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
BUA 10109013-44920						Capital Expenses		5	50,000.00	
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
BUA 20106191-42200						Operating Supplies		5		50,000.00
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
BUA 20109011-44920						Capital Expenses		5	50,000.00	
	05/21/2024	CapExpense	PWPkMV	R052024		Pay for capital expenses	T			
						JOURNAL 2024/05/26 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
			FUND TOTAL	.00	.00

** END OF REPORT - Generated by Lorena Valois **

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☒Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #:		Resolution #: R052024	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☒ Other: Corresponding Department Heads
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	A transfer of funds from one appropriation to another means removing monies from one category such as "supplies" and moving it to another such as "contractual services". Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office. All transfers require Department Head approval before submission to the Controller's Office, whether or not they are between categories (ex. 200's to 300's) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds. Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	See Exhibit A
	Additional Appropriation #:	N/A
	Narrative:	This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.

OPTIONS (Include *Deny Approval* Option)	1.	Approve this resolution and authorize the City Controller to make the transfers
	2.	Deny this resolution and request
	3.	Approve selected transfer requests
	4.	Provide alternate direction

PROJECT TIMELINE	All approved transfers will be transferred respectively immediately following approval.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this resolution authorizing the City Controller to transfer all funds as outlined in Exhibit A and fully oversee this process and request.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A

Form Revised: 03/20/2019

RESOLUTION NO. R052024C___

RESOLUTION APPROVING FIELD USE FEE

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") has adopted certain ordinances governing use of its Park & Recreation assets, including, without limitation, ordinances governing the fee for use of its facilities and fields;

WHEREAS, the City has provided S.P.O.R.T.S., a local not-for-profit corporation that organizes and oversee various youth sports leagues in the City ("SPORTS"), priority to reserve the City's recreational fields;

WHEREAS, specifically, City of Fishers Ordinance § 96.23, Scheduling, provides the Parks Department the authority to schedule use of Fishers' fields when they are not in use by SPORTS; provided, however, "…approval of the rental fee shall be made by the City Council";

WHEREAS, Exclusive Sports Group LLC ("Exclusive Group") desires to host the Jeremy Chinn Football Camp at the City's Mudsock Youth Fields, 12160 Packers Avenue, Fishers, Indiana 46037 (the "Asset") on June 21, 2024 from 5:00 p.m. - 8:30 p.m ("Scheduled Time");

WHEREAS, Exclusive Group will pay $400.00 with a $500.00 refundable deposit (jointly, "Rental Fee") for use of the Asset during the Scheduled Time;

WHEREAS, SPORTS has not reserved the Assets during the Scheduled Time; and

WHEREAS, the Council hereby desires to approve the Rental Fee.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. The Council hereby approves the Rental Fee.

Section 2. This Mayor is hereby authorized to execute an agreement with the Exclusive Group that includes the Rental Fee.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this ____ day of May, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Resolution Approving Field Use Fee			
SUBMITTED BY	Name & Title: Marissa Deckert, Parks Director Department: Parks			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052024C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & **will provide contract** at a later date		X **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	The City of Fishers, Hamilton County, Indiana ("City") has adopted certain ordinances governing use of its Park & Recreation assets, including, that the Council must approve the fee charged or use of the City's facilities and fields. Exclusive Sports Group desires to host the Jeremy Chinn Football Camp at the City's Mudsock Youth Fields (12160 Packers Avenue, Fishers, Indiana 46037) on June 21, 2024 from 5:00 p.m. - 8:30 p.m. The group will pay $400.00 with a $500.00 refundable deposit (jointly, "Rental Fee"). The subject Resolution approves the Rental Fee for use of the fields on June 21st from 5:00 p.m. - 8:30 p.m.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	None
	Expenditure $:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	
OPTIONS	1.	Approve the Resolution
	2.	Reject the Resolution

Form Revised: 03/20/2019

(Include *Deny Approval* Option)	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)		

PROJECT AGREEMENT

This Project Agreement (the "Agreement") is executed as of the ___ day of ____, 2024, by and among CityView Fisher, LLC (f/k/a HighGround Fishers I, LLC), an Indiana limited liability company ("Developer"), CityView Fishers, Inc. (f/k/a HighGround Fishers I, Inc.), an Indiana corporation ("Owner" and together with the Developer, the "Company"), the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("City"), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the "EDC"), the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq*. (the "RDC"), and the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Building Corp."), on the following terms and conditions:

Recitals

WHEREAS, Company is an Indiana real estate development company with a reputation of delivering complex multi-family, office, retail and community amenities across Indiana, including large, multi-use developments like the Spark in Fishers, the Barlow in Plainfield, the Levinson in Noblesville and the Linc in Valparaiso, among others;

WHEREAS, the City continues to work to fulfill its master development plan, first set out in the City's Nickel Plat District Code, originally adopted February 17, 2014, to create a sustainable, pedestrian friendly downtown district where residents live, work and play and that drives jobs and investment in the City (the "Plan");

WHEREAS, as part of the Plan, the City has (a) worked with companies to develop multiple mixed-use developments that include apartments, condominiums, townhomes, office space and retail; (b) incented multiple high-growth, high-technology businesses to locate to the City; and (c) developed a life sciences corridor;

WHEREAS, as part of its Plan, the City desires to incentivize the development of age restricted, multi-family and higher density development within its downtown Nickel Plate District;

WHEREAS, Company submitted a proposal to City Bodies for a mixed-use development consisting of (i) approximately one hundred ninety (190) luxury, age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) residential units and (ii) approximately eighteen thousand six hundred ninety-five (18,695) of commercial/retail and restaurant space along 116th Street adjacent to the First Internet Bank building;

WHEREAS, Company has submitted a proposal to City Bodies for the development of the Project on the Project Site, and the City Bodies have determined that Company's proposal was submitted pursuant to and consistent with the Plan;

WHEREAS, as a result, City Bodies have agreed to provide certain incentives to assist Company in the construction of the Project pursuant to this Agreement;

WHEREAS, Company expects that its total investment in the Project will be approximately Ninety-Three Million and no/100 Dollars ($93,000,000.00); and

WHEREAS, to stimulate and induce the development of the Project on the Project Site, the City Bodies have agreed, subject to further proceedings required by law, to provide the economic development incentives described herein.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms.

Additional Bond(s) shall mean one or more series of taxable economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq*., the sale of such Additional Bonds shall be solely the responsibility of City, and Company shall not guaranty the repayment of the Bonds.

Additional Bond Proceeds shall mean that portion of the net proceeds of the Additional Bonds in an amount that, when added to the TIF Bond Projected Proceeds, makes the sum of the Bonds Proceeds Twenty-Five Million, Seven Hundred Three Thousand, Five Hundred Forty-Four and no/100 Dollars ($25,703,544.00), which Additional Bond Proceeds shall be made available to Company for Approved Costs, pursuant to the Funding Agreement.

Allocation Area shall mean a separate and distinct tax allocation area established by City Bodies pursuant to Ind. Code § 36-7-14 *et seq*. for the Project Site, which Allocation Area shall be established prior to Closing.

Ancillary Agreements shall mean, individually or collectively, the instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, Taxpayer Agreement, Multi-Party Agreement, Bond Documents, Garage Lease, and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement.

Approved Costs shall mean all Hard Costs and Soft Costs (including capitalized interest on the Bonds) related to the Project.

Assessments shall mean all general and special governmental and utility assessments.

Bonds shall mean, jointly, the Additional Bonds and the TIF Bonds.

Bond Documents shall mean the documents evidencing and/or securing the Bonds.

Bond Proceeds shall mean, jointly, the TIF Bond Proceeds and Additional Bond Proceeds.

Bond Term shall mean, for each of the TIF Bonds and Additional Bonds, twenty-five (25) years from the date of issuance.

Change Order shall mean a change order executed by the City (or its designee) and Company

finalizing the inclusion into the Final Documents of a change proposed in a Change Order Request by Company that is approved by the City (or its designee); provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Company.

Change Order Request shall mean a written request for a change to the Final Documents.

City Body or City Bodies shall mean the City, Building Corp., EDC and/or RDC, as applicable.

City Fees shall mean all local fees assessed by City in connection with Company's development and construction of the Projects on the Project Site, including but not limited to inspection fees, impact fees, improvement location fees, permit fees, sign permit fees, sewer and stormwater fees (such as capacity, connection, impact, and tap fees associated with initial construction, but not including post-occupancy monthly user fees, variance requests, and inspection fees).

City Parcel shall mean the real property generally known as "Rotary Park", identified by property identification no. 15-15-06-01-01-001.000 and depicted in Exhibit A.

City Parking Spaces shall mean parking spaces in the Garage that shall be available for the City to hold open as public parking free of charge on weekdays (Monday – Friday) 8:00a.m. - 5:00p.m. The number of City Parking Spaces shall equal the final total number of parking spaces in the garage less the final total number of residential units in the Mixed-Use Building. The City shall not be entitled to charge for use of the City Parking Spaces or grant and record easements or provide licenses to other entities for use of the City Parking Spaces. Use of the City Parking Spaces shall be governed by the Declaration.

Claims shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

Closing shall mean the completion of the following: (a) Company's acquisition of all parcels comprising the Project Site; (b) recordation of the Construction Phase Plat (if such recordation has not previously occurred); (c) execution (if such execution has not previously occurred) of all Ancillary Agreements; (d) the City's issuance of the TIF Bonds and the purchase of the TIF Bonds by the Company or a related entity; (e) conveyance of the City Parcel to the Company pursuant to the City Deed; (f) conveyance of the Garage Parcel to the Building Corp. pursuant to the Garage Parcel Deed; and (g) Project Lender issuing the Project Loan to Company (and Company authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions).

Closing Costs shall mean all recording fees, escrow closing costs, and such other closing fees, costs, and charges customarily associated with closing of the TIF Bonds.

Closing Date shall mean, the date on which the Closing occurs, which date shall be by or before the Outside Closing Date.

Company Parcel shall mean the portion of the Project Site depicted on **Exhibit B**, on which the Company will construct that portion of the Project that does not sit atop the Garage.

Concept Plan shall mean the plan for the Project. The Concept Plan is attached as **Exhibit C** and may be updated from time to time upon mutual agreement of Company and the City.

Construction Schedule shall mean, for the Project, the portion of the Final Documents comprised of the scheduled date for Substantial Completion of such Project.

Construction Drawings shall mean construction drawings with respect to the construction of the exterior components of the Project that are approved pursuant to the Plan Refinement Process.

Construction Phase Plat shall mean the plat of the land prepared by Company that has received all final approvals on or before Closing and is recorded in the Office of the Recorder of Hamilton County, Indiana prior to or contemporaneous with other documents needed for Closing, which, at a minimum creates the Garage Parcel and Company Parcel.

Cure Period shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extent more than ninety (90) days after the date of default.

Current Year Taxes shall mean, with respect to the applicable parcel of real estate, the Real Estate Taxes assessed for, and first becoming a lien against, the applicable real estate during the year in which such real estate is acquired by the applicable party.

Declaration shall mean the "Declaration" described in Section 13(c) that governs the Project and is recorded contemporaneously with the HPR Plat. The Declaration shall, among other obligations and commitments (a) establish standards and responsibility for maintenance and repair of the Garage; (b) state that Company is exclusively responsible for the (i) management, (ii) maintenance, (iii) operation, (iv) insurance, (v) utilities, (vi) taxes, to the extent owed, and (vii) repair and reconstruction of the Garage; and (c) address the following with respect to the Garage: (i) use and operation of the City Parking Spaces, (ii) required signage, and (iii) such other terms as may be agreed upon by the parties.

Design Development Drawings shall mean the design development drawings for the exterior components of the Project that are approved pursuant to the Plan Refinement Process.

Diligence Period shall mean one hundred twenty (120) days commencing on the Execution Date and terminating one hundred twenty (120) days thereafter.

Divestiture Payment shall mean in the case of the exercise of the Power of Termination as a result of (a) a default by Company under Section 17(a), One Dollar ($1.00); and/or (b) a default by Company under Section 17(b), an amount equal to the Project Loan proceeds disbursed by the Project Lender for construction and development of the Project together with Company's actual

purchase price to acquire the Project Site, if Project Lender has not reimbursed Company for such land acquisition costs. For the avoidance of doubt, the Divestiture Amount pursuant to 17(b) shall solely include the purchase price for each of the parcels comprising the Project Site and shall not include closing costs, fees or any other costs to acquire the parcels comprising the Project Site.

Event of Default shall have the meaning set forth in Section 15.

Execution Date shall mean the date set forth in the opening paragraph of this Agreement.

Final Document(s) shall mean the final Construction Schedule and the final Construction Drawings for the Project, as each is finalized and approved or reviewed by the City in accordance with the Plan Refinement Process described in Section 12 and, as each may be amended, by Permitted Changes and Change Orders.

Final Inspection shall mean an inspection of the Project after Substantial Completion thereof.

Force Majeure shall mean, with respect to Company or City Bodies, any cause that is not within the reasonable control of Company or City Bodies, respectively, including, without limitation: (a) an act or omission of one of the other parties hereto who is not the party claiming force majeure; (b) unusually inclement weather but not cold, ice, sleet, snow or hail in amounts typical in Indiana; (c) the unusual unavailability of materials, equipment, services, or labor; and (d) utility or energy shortages or acts or omissions of public utility providers; provided that a party's failure to anticipate normal and customary delays due to weather or normal and customary time periods to obtain Required Permits shall not be deemed Force Majeure.

Funding Agreement shall mean an agreement pursuant to which the Bond Proceeds shall be disbursed to Company in a commercially reasonable manner for Approved Costs. Company shall be responsible for all costs to design and construct the Project in excess of the Bond Proceeds.

Garage shall mean: (a) the parking facility to be constructed by Company within the Garage Parcel containing approximately two hundred eighty (280) total parking spaces, including the City Parking Spaces; (b) garage entrances and exits, ramps, elevators, stairwells, elevator lobbies, and all related facilities; and (c) all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof.

Garage Condominium Unit shall mean that certain condominium unit created by the HPR Plat, which Garage Condominium Unit shall be identified by a property identification number separate and distinct from the Retail Condominium Unit and from the Multi-Family Condominium Unit.

Garage Condominium Unit Deed shall mean a limited warranty deed by which the Building Corp. takes title to the Garage Condominium Unit, together with all improvements thereon, which deed shall be subject only to (a) the Permitted Exceptions; and (b) matters created or consented to by City Bodies or its successor or contemplated herein.

Garage Lease shall mean the lease by and among Building Corp., RDC, and Company pursuant to which Building Corp. (a) shall lease the Garage Parcel to Company effective upon Closing and continuing through the date the Declaration and HPR Plat are recorded and the Garage

Condominium Unit is transferred to the City pursuant to the Garage Condominium Unit Deed, and (b) after creation of the Garage Condominium Unit, shall lease the Garage Condominium Unit to Company for the Lease Term, and which lease shall: (x) be subject only to the Permitted Exceptions; and (y) include (i) an environmental indemnity from Company; and (ii) such other terms as are consistent with this Agreement and the Ancillary Agreements. The rental payments under the Garage Lease shall be the sole liability and obligation of RDC. The Garage Lease shall be further subject to the terms and conditions of the Declaration to be executed on or before Closing.

Garage Owner shall mean the owner of the Garage Condominium Unit.

Garage Parcel shall mean that portion of the Project Site generally depicted on **Exhibit D** on which the Garage is to be constructed.

Garage Parcel Deed shall mean a limited warranty deed by which Company shall convey its interest in the Garage Parcel to Building Corp. at Closing, together with all improvements thereon, which deed shall be subject only to (a) Permitted Exceptions; and (b) matters created or consented to by City Bodies at Closing.

Hard Costs shall mean the costs incurred in connection with construction of the Project, which costs are customarily known in the industry as "hard costs".

HPR shall mean a horizontal property regime established pursuant to and consistent with Ind. Code §32-25 *et. seq*.

HPR Plat shall mean the plat prepared by Company that has received all final approvals and is recorded in the Office of the Recorder of Hamilton County, Indiana, which, at a minimum creates the Garage Condominium Unit, Retail Condominium Unit and Multi-Family Condominium Unit.

Incurred Costs shall mean, if this Agreement is terminated (a) after expiration of the Diligence Period; (b) prior to the Closing, or (c) after the Outside Closing Date, all actual, out-of-pocket, third-party costs and expenses incurred by a party through the date of such termination, to the extent not previously paid or reimbursed by the other party (not to exceed $100,000.00).

Inspector shall mean such party designated by the City as its inspector.

Latent Defect shall mean a Material Defect with respect to the Project that: (a) is not discovered, and reasonably is not discoverable, by the City or Inspector during a Permitted Inspection and/or the Final Inspection; and (b) has a material and adverse effect on the use, operation, structure, or longevity of the Project.

Laws shall mean all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Nickel Plate Code and all applicable environmental laws.

Lease Term shall mean a period of time running concurrently with the Bond Term of the Additional Bond.

Material Defect(s) shall mean any item or component of the exterior of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Documents; or (c) has not been performed materially in accordance with the terms and conditions of this Agreement.

Mixed-Use Building shall mean a mixed-use building that consists of the (a) Multi-Family Condominium Unit; (b) Retail Condominium Unit; and (c) Garage Condominium Unit.

Multi-Family Condominium Unit shall mean that certain condominium unit, which shall be created by the Declaration and HPR Plat, within which approximately one hundred ninety (190) upscale, luxury, active adult (55 and over) residential units are located, which Multi-Family Condominium Unit is identified by a property identification number separate and distinct from the Retail Condominium Unit and Garage Condominium Unit.

Multi-Party Agreement shall mean an agreement by and among the applicable City Bodies and the Project Lender pursuant to which (a) the Project Lender agrees to give to the City Bodes: (i) notices of material defaults by Company under the Project Loan Documents; and (ii) the right (but not obligation) to cure defaults by Company under the Project Loan Documents; (b) provides for the release of the Project Loan in the event of the exercise of the Power of Termination and upon payment of the Divestiture Payment under Sections 17(a) or (b). The Multi-Party Agreement shall be in form and substance reasonably acceptable to the City Bodies, Company and Project Lender and shall specifically state that in the event of conflict between any term or provision of the Multi-Party Agreement and any term or provision included in the Project Loan Documents, the terms of the Multi-Party Agreement shall control.

Non-Compliance Notice shall mean a written notice identifying any Material Defect discovered during a Permitted Inspection or a Final Inspection.

Outside Closing Date shall mean September 30, 2024.

Permitted Change shall mean a change to a Final Document for the Project that: (a) is not material in the overall scope and design of the Project; (b) is in conformity with the Laws; (c) does not result in the Final Document containing a Material Defect; and (d) does not make it unlikely, impracticable, or impossible for Company to complete and open the Project, or any component thereof, by the applicable date set forth in a Construction Schedule. In addition to the foregoing, any change required by the Laws shall constitute a Permitted Change.

Permitted Exceptions shall mean: (a) the lien of Current Year Taxes and Assessments not delinquent; (b) this Agreement, together with any Ancillary Agreements including, without limitation, the Declaration and the Taxpayer Agreement; (c) the Power of Termination and (d) such other matters as are accepted by the City Bodies (as applicable) in writing or which Company or City Bodies (as applicable) is deemed to have waived pursuant to the terms and conditions of this Agreement.

Plan Refinement Process shall mean the process described in Section 12 hereof.

Plan Review Panel shall mean a plan review panel comprised of the City's Economic Development Director and such other parties as may hereafter be designated by the City in a

written notice to Company.

Pledged Increment shall mean one hundred (100%) of the tax increment revenue generated within the Allocation Area.

Project shall mean the development and construction of the (a) Mixed-Use Building on the Project Site; and (b) the Public Infrastructure, which Project is expected to represent an aggregate investment of approximately Ninety-Three Million and no/100 Dollars ($93,000,000.00) in the City.

Project Lender shall mean a financial institution that is not affiliated with Company making the Project Loan, and any successor or assignee thereof.

Project Loan(s) shall mean one (1) or more construction loans to Company, the proceeds of which, along with the Bond Proceeds shall be used to fund development and construction of the Project. The Project Loan shall be disbursed pursuant to the Project Loan Documents (and not pursuant to the Funding Agreement), and the proceeds available at Closing (subject to the satisfaction of customary draw conditions).

Project Loan Documents shall mean, individually or collectively and for the Project, the documents evidencing or securing the Project Loan(s).

Property Inspections shall mean surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments.

Project Site shall mean the six (6) parcels of real property identified on **Exhibit E** .

Public Infrastructure Improvements shall mean, individually or collectively, (a) Public Streetscape Improvements; and (b) the Utility Relocation.

Public Streetscape Improvements shall mean all streetscape and other infrastructure improvements required by and consistent with the Laws (including the Nickel Plate Code) for the Project that shall be constructed by Company and generally (but not always) are located in the areas between the curb (not including the curb) and the Multi-Family Building as shown on **Exhibit F**.

Real Estate Taxes shall mean all real estate taxes levied on, against, or with respect to all or any specified portion of the Project and Project Site.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for construction, occupancy and use of the Project.

Retail Condominium Unit shall mean a condominium unit, which shall be created by the Declaration and the HPR Plat, within the Mixed-Use Building containing approximately eighteen thousand, six hundred and ninety-five square feet (18,695 sq. ft.) of commercial and/or retail and restaurant space along 116th Street adjacent to the First Internet Bank building, which Retail Condominium Unit shall be identified by a property identification number separate and distinct from the Multi-Family Condominium Unit and the Garage Condominium Unit.

Schematic Design Drawings shall mean for the Project the schematic design drawings for the exterior components of the Project that are approved as a result of the Plan Refinement Process.

Site Plan shall mean the site plan for the Project that is approved pursuant to the Plan Refinement Process.

Soft Costs shall mean costs incurred in connection with the Project, which costs are customarily known in the industry as "soft costs".

Substantial Completion shall mean, with respect to the Project, the later of the date that: (a) Company receives a final or temporary certificate of occupancy for such Project; and (b) the date that Company's architect certifies, per AIA Form G704, that the construction of the Project is substantially complete in material compliance with all Laws, this Agreement, the Final Documents (subject to Permitted Changes and Change Orders), and the Required Permits subject only to tenant improvements, certificates of occupancy for individual tenant spaces, landscaping and minor punch list items that do not materially interfere with the use or operation thereof.

Survey shall mean an ALTA survey of the Project Site, certified as of a current date by a reputable licensed surveyor; which Survey does not show any matters that would: (a) materially and adversely interfere with the construction and/or use of the Project; or (b) render construction of the Project unusually difficult or costly.

Taxpayer Agreement shall mean the agreement described in Section 14 hereof.

TIF Bond(s) shall mean one or more series of taxable or tax exempt (as determined by the City Bodies, in their sole reasonable discretion) economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq*. in a maximum par amount that Company and City Bodies jointly determine will ensure that, including a three percent (3%) annual increase in Real Estate Taxes for the Project Site during each year of the Bond Term, one hundred percent (100%) of all tax increment revenue generated in the Allocation Area is utilized to pay debt service on the TIF Bonds. The TIF Bonds shall be payable solely from the Pledged Increment, and City Bodies shall not be obligated to provide any other source of payment or security for the TIF Bonds. The TIF Bonds are estimated to be issued in the par amount of Eight Million Ninety-Five Thousand and no/100 Dollars ($8,095,000.00) and produce the net Bond Proceeds as set forth and described on **Exhibit G** attached hereto; provided, however, such amounts are subject to change based on the date on which the structures on the Project Site are demolished, the date on which the Bonds are issued and other relevant variables.

TIF Bond Proceeds shall mean the proceeds of the TIF Bond(s), which TIF Bond Proceeds shall be used to pay (a) Approved Costs, (b) Closing Costs, and (c) reasonably incurred and documented administrative costs of the City associated with maintaining the TIF Bond.

TIF Bond Projected Proceeds shall mean Five Million Nine Hundred Sixty Thousand and no/100 Dollars ($5,960,000.00)

TIF Bond Interest Rate shall have the meaning ascribed to such term in Section 11(d).

Title Insurer shall mean First American Title Insurance Company, Gina Longere.

Utility Relocation shall mean the location and/or relocation of utilities serving, or that will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

2. Interpretation; Term and Other General Matters.

(a) The terms "include", "including" and "such as" shall each be construed as if followed by the phrase "without being limited to".

(b) Whenever a Party's consent, approval, agreement or election is required or permitted by this Agreement, such consent, approval, agreement or election shall not be unreasonably withheld, conditioned or delayed.

(c) The term of this Agreement shall be for the period commencing on the Execution Date and continuing through the first to occur of (i) Substantial Completion of the Project, or (ii) termination of this Agreement. Except as expressly set forth otherwise herein, this Agreement shall terminate upon the expiration of this term of this Agreement; provided, however, the obligation of the Parties (i) to pay any money owed pursuant to this Agreement, or (ii) pursuant to Section 12(l) (for a period of ten (10) years from Substantial Completion), shall survive termination of this Agreement.

3. City's Obligations. Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) in connection with Company, jointly submit the Construction Phase Plat for final approval and recordation at or prior to Closing; (b) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (c) at Closing, issue the TIF Bonds and, consistent with the Funding Agreement, make available the TIF Bond Proceeds for Approved Costs together with Closing Costs (thereafter, disbursement of Bond Proceeds shall not be made more frequently than monthly); (d) within thirty (30) days of the Closing Date, (i) issue the Additional Bond, and (ii) consistent with the Funding Agreement, make available the Additional Bond Proceeds for Approved Costs (disbursement of Additional Bond Proceeds shall not be made more frequently than monthly); (e) convey the City Parcel to the Company pursuant to the City Deed at Closing; (f) prior to Closing, create the Allocation Area and pledge the Pledged Increment to repayment of the TIF Bonds; (g) [*intentionally omitted*]; (h) provide all stormwater improvements necessary to allow the Project to connect into a stormwater system at one or more points in the right-of-way immediately adjacent to the Project Site so that no stormwater detention or stormwater quality infrastructure is required to be constructed on the Project Site; (i) provide reasonable assistance to Company in connection with any zoning changes or variances determined to be necessary or appropriate by Company for the construction and use of the Project in accordance with the Final Documents (subject to Permitted Changes and Change Orders); provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance; and (j) exercise commercially reasonable efforts to cause the review and timely issuance of the City's development and permit applications necessary to develop and construct the

Project on the Project Site, including, whenever reasonably possible, coordinating with Company to lower the Project's costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities, to the extent allowed by the Laws; provided, however, City Bodies shall not be obligated to incur expenses related to such assistance.

4. Company's Obligations. Subject to the terms and conditions of this Agreement, Company shall: (a) at or before Closing, acquire (either by purchase by the Company or by contribution by the current owner(s) to the Company) all parcels of the Project Site to the extent not currently owned by Company; (b) in connection with the City, jointly submit the Construction Phase Plat for final approval and recordation; (c) at Closing, transfer the Garage Parcel to the City; (d) at Closing, acquire or cause a related entity to acquire the TIF Bond; (e) complete the Project, including, without limitation, the Public Infrastructure, substantially in accordance with the Final Documents (subject to Change Orders and Permitted Changes); (f) at it sole cost and expense, complete the HPR; (g) within thirty (30) days of the recording of the HPR Plat, transfer and convey the Garage Condominium Unit to the Building Corp. pursuant to the Garage Condominium Unit Deed; (h) pay, when due, all Real Estate Taxes and Assessments on the Project and the Project Site; (i) make or cause to be made the payments required by the Taxpayer Agreement; (j) obtain the Project Loan and ensure that proceeds of the Project Loans are available on the Closing Date (subject to the satisfaction of customary draw conditions); (k) pay when due the City Fees, and (l) and (k) execute and perform the Ancillary Agreements.

5. Closing. Subject to the terms and conditions of this Agreement,

(a) Closing. Closing shall occur (i) on a date designated by Company that is by or before the Outside Closing Date, and (ii) at the office of the Title Insurer or at such other place as the City and Company mutually may agree.

(b) Deliveries - Closing. At Closing, unless another time is specifically stated, or the act has previously occurred:

(i) Company shall execute and deliver to the City evidence reasonably satisfactory to the City that it has closed the Project Loan and is entitled to draw on the Project Loan beginning on such Closing Date (subject to the satisfaction of customary draw conditions);

(ii) The applicable City Bodies and the Company shall execute and deliver the Ancillary Agreements;

(iii) The applicable City Bodies and the Company shall execute and deliver the Bond Documents for the TIF Bonds;

(iv) The applicable City Bodies and the Company shall execute and deliver copies of such resolutions, consents of members, partners, officers and/or shareholders and other evidence as the City Bodies, Company, or the Title Insurer reasonably may request;

(v) The applicable City Bodies and the Company shall execute and deliver such other customary documents or instruments as the City Bodies, Company or the Title Insurer may request in connection with the Closing;

(vi) The Company shall deliver certificates of policies of insurance required pursuant to **Exhibit H**;

(vii) Company shall be exclusively responsible for all Closing Costs; provided, however, TIF Bond Proceeds may be used to pay such Closing Costs; and

(viii) Each Party shall be responsible for its own legal fees incurred in connection with negotiation of this Agreement and the Closing contemplated by this Agreement.

6. Taxes. At all times during Company's ownership of the Project and the Project Site, Company assumes and agrees to pay or cause to be paid all Real Estate Taxes and Assessments becoming a lien against the Project Site whenever due and payable without challenging or appealing the assessed value of the Project, the applicable tax rate, or the application of the tax rate to the assessed value provided, however, the foregoing shall not operate to prohibit an appeal based upon: (a) the application of the incorrect tax rate; (b) mathematical error or (c) after the Project has been fully assessed, the taxes billed for any calendar year have (i) increased by more than five percent (5%) over the taxes billed for the prior calendar year, and (ii) the assessment for the Project in the year of such increase is inconsistent with assessment of other real property similar to the Project in age, size, use and other relevant factors.

7. Conditions to Company Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of Company with respect to the Project Closing are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7:

(a) Environmental Condition. Prior to expiration of the Diligence Period, Company shall have conducted all Property Inspections that it deems to be necessary or appropriate and has determined that there: (i) is no contamination or pollution of the Project Site, or any groundwater thereunder, by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site.

(b) Physical Condition. Prior to expiration of the Diligence Period, Company shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project or require unusually costly development techniques, in accordance with the terms and conditions of this Agreement.

(c) Zoning. Prior to the Closing, Company shall determine that the Project Site is appropriately zoned for the Project.

(d) Utility Availability. Prior to the expiration of the Diligence Period, Company shall have determined that gas, electricity, telephone, cable, water, storm and sanitary sewer, and other

utility services are or will be: (i) in adjoining public rights-of-way or properly granted utility easements; and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Required Permits. Prior to the Closing, Company shall have (i) obtained; or (ii) determined that it shall be able to obtain, all Required Permits then available for the Project;

(f) Financial Ability. Prior to the Closing, Company shall have determined that it has adequate funds (Project Loan proceeds, Bond Proceeds and/or cash on hand) to construct the Project.

(g) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Company, each exercising commercially reasonable discretion, shall have approved and executed (or execute at the Closing) the Ancillary Agreements.

(h) Bond Proceeds. On or before the Closing Date, City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary to authorize the Bonds; and (ii) demonstrated that the Bond Proceeds shall be made available to Company in accordance with the Funding Agreement.

(i) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto, shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Company without Company's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(j) Construction Phase Plat. On or before the Closing Date, the Construction Phase Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(k) City Body Approvals. As of the Closing Date, City Bodies shall have obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(l) Compliance. As of the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(m) No Breach. As of the Closing Date: (i) there shall be no breach of this Agreement by City Bodies that the applicable City Body has failed to cure within the Cure Period; and (ii) all the representations in Section 10(a) shall be true and accurate in all material respects.

Subject to Section 9, if any of the conditions set forth in this Section are not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, Company either may elect to: (A) waive in writing satisfaction of the conditions and proceed to the Closing; or (B) terminate this Agreement and any executed Ancillary Agreements by delivery of written notice to City

Bodies; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by a City Body, Company shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, Company shall (1) work diligently and in good faith to satisfy the conditions set forth in this Section, and (2) if Company fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, Company shall be deemed to have waived such condition and shall proceed to Closing.

8. Conditions to City Bodies' Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of City Bodies with respect to proceeding to the Closing are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

(a) Required Permits. Prior to Closing, Company shall have obtained, or City Bodies shall have determined that Company shall be able to obtain, all Required Permits then available for the Project.

(b) Financial Ability. Prior to Closing, Company shall have demonstrated to City Bodies that it has adequate funds (Project Loan proceeds, Bond Proceeds Proceeds and/or cash on hand) to construct the Project.

(c) Environmental Condition. Prior to the expiration of the Diligence Period, Company shall have demonstrated to City Bodies that there: (i) is no contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site. As of the expiration of the Diligence Period, there shall not have been any material adverse change in the environmental condition of the Project Site.

(d) Physical Condition. Prior to the expiration of the Diligence Period, City Bodies shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Ancillary Agreements. Prior to Closing, the City (or the applicable City Bodies) and Company, each exercising commercially reasonable discretion, shall have approved and executed (or at Closing will execute) the Ancillary Agreements.

(f) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Company without Company's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(g) Procedure. Prior to the expiration of the Diligence Period, the Parties have agreed on the terms on which the Bonds will be issued, and each of the City Bodies has completed all procedures required by the Laws in connection with consummating the transaction contemplated herein, including that all recommendations, approvals, authorizations, resolutions, and/or

ordinances required to be completed, obtained, and/or adopted in connection with: (i) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (ii) the use of the Bond Proceeds to pay Approved Costs incurred in connection with the Project; (iii) the pledging of the Pledged Increment to the payment of debt service on the TIF Bonds; and (iv) the Allocation Area has been established.

(h) Construction Phase Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(i) Company Approvals. On or before the Closing Date, Company has obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(j) Compliance. As of the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(k) No Breach. As of the Closing Date: (i) there shall be no breach of this Agreement by Company that Company has failed to cure within the Cure Period; and (ii) the representations and warranties set forth in Subsections 10(b) and (c) shall be true and accurate in all material respects.

Subject to Section 9, if one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as their sole and exclusive remedy, City Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Agreement and the Ancillary Agreements by a written notice to Company; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by Company, City Bodies shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, (1) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if the applicable City Body fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, such City Body shall be deemed to have waived such condition and shall proceed to Closing.

9. Incurred Costs and Failure to Close. Each of the City Bodies and Company is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other party will proceed to Closing on or before the Outside Closing Date, unless otherwise mutually agreed in writing by the Company and City. Accordingly, if, after expiration of the Diligence Period, Closing does not occur on or before the Outside Closing Date:

(a) due to (i) a continuing Event of Default by one of the City Bodies, (ii) failure of the applicable City Body to satisfy the condition included in Sections 8(e), (g) or (j) (provided that, in any instance, the parties have agreed on the terms) or (iii) failure of any City Body to comply with the representations and warranties included in Section 10(a), then City Bodies shall reimburse Company for its Incurred Costs.

(b) due to (i) a continuing Event of Default by Company, (ii) failure of Company to satisfy the conditions included in Section 7(a), (b), (c), (d), (e), (f), (g) (i), (j) or (l), or (iii) failure of Company to comply with the representations and warranties included in Sections 10(b) or (c), then Company shall reimburse the City for its Incurred Costs.

(c) If this Agreement is terminated for any reason other than those set forth above, then each party shall be responsible for paying its own costs and expenses.

(d) Any reimbursement or action required under this Section 9 shall be paid or performed, as applicable, by such party within thirty (30) days after receipt of written invoice or notice therefor, together with reasonable evidence supporting the amount set forth in such invoice.

10. Representations and Warranties

(a) City Bodies. Each City Body represents and warrants to Company that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana; (iii) RDC is the governing body of the City of Fishers Redevelopment Department organized and existing under the laws of the State of Indiana; (iv) EDC is the governing body of the City of Fishers Economic Development Department organized and existing under the laws of the State of Indiana; (v) Building Corp., is an Indiana nonprofit corporation; (vi) subject to completion of the applicable proceedings required by Laws, it has the power: (A) to enter into this Agreement; and (B) to perform its obligations hereunder; (vii) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (viii) this Agreement is the legal, valid, and binding obligation of it; and (ix) it has not engaged or dealt with any real estate broker or agent in connection with the Project, Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of a City Body.

(b) Company. Company represents and warrants to each City Body that: (i) Developer is an Indiana limited liability company, duly existing and validly formed under the laws of the State of Indiana; (ii) Owner is an Indiana corporation, duly existing and validly formed under the laws of the State of Indiana; (iii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iv) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (v) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder; (vi) this Agreement is the legal, valid, and binding obligation of Company; (vii) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Company or any party affiliated with Company; and (viii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Company has employees, Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Company has employees, Company will state, in all solicitations or advertisements for employees placed by

or on behalf of Company, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Company states that it does not currently have employees.

(c) E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq*. are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq*., if Company has employees, Company covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. If Company has employees, within ten (10) days after the Execution Date, Company shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Company shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by Company and delivered to the City's authorized representative if Company has employees. Company states that it does not currently have employees.

11. Allocation Area and Pledged Increment.

(a) Allocation Area. Subject to (i) all procedures required by the Laws, and (ii) the terms and conditions of this Agreement, prior to Closing, City Bodies shall establish the Allocation Area, and RDC shall pledge the Pledged Increment to the repayment of the TIF Bonds for the Bond Term. Pledged Increment will be utilized first to make current payments of interest and principal on the Bonds, second, to remedy any prior shortfalls with respect to payments of interest and principal on the TIF Bonds, and third, to redeem the TIF Bonds prior to their maturity. City Bodies shall not pledge to the repayment of the TIF Bonds any tax revenues or other funds of the City, except the Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Any amounts due and owing on the TIF Bonds at the expiration of the Bond Term shall be forgiven. For the avoidance of doubt, the Allocation Area shall be established prior to Closing.

(b) TIF Revenue Shortfalls. In the event Pledged Increment is, in any given period, insufficient to make payment on the TIF Bonds, such shortfall shall accrue and be payable from future Pledged Increment during the Bond Term and no other source of City Bodies. In the event and to the extent Company or any affiliate makes any payment on the TIF Bonds, Company or such affiliate will be subrogated to the rights of City Bodies to receive Pledged Increment in excess of current amounts payable on the Bonds in any subsequent time period. Such amounts payable to Company or such affiliate will bear interest at the same rate or rates as the TIF Bond.

(c) Excess Pledged TIF Revenue. To the extent Pledged Increment is available in amounts in excess of the amount to make the then due or past due payments on the TIF Bonds (pursuant to Subsection 11(b) above), such excess Pledged Increment shall be used to redeem the TIF Bonds prior to their maturity. Thereafter, any tax increment revenue generated within the Allocation Area shall be used for any purpose determined by the RDC, in its sole discretion.

(d) Interest During Construction. At the option and discretion of Company, the TIF Bonds may bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the TIF Bond Interest Rate (as hereinafter defined)); or (ii) at the Bond Interest

Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the TIF Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations relating to the TIF Bonds. For purposes of this Agreement, the "TIF Bond Interest Rate" shall mean a rate intended to be equal to or less than eight percent (8.0%) (except for the potential of a zero percent (0%) rate until Substantial Completion), as determined jointly by the Parties, each in the exercise of its reasonable discretion.

(e) Costs of Issuance and Administrative Fees. Company shall be solely liable for all bond issuance costs and administrative fees, including bond and other counsel fees for both City Bodies and Company, which amounts shall be paid from Bond Proceeds.

(f) Bond Structuring. The TIF Bonds may be structured in one or more series to support the multi-component and phased nature of the Project.

(g) Garage Tax-Exempt. It is the Parties intent in structuring the transactions contemplated by this Agreement that the Garage shall be exempt from real property taxes during the Bond Term. If at any time during the Bond Term real property taxes related to the Garage are due and are paid by Company pursuant to Section 13(c)(ii), prior to such payment by the Company, the City Bodies shall (i) provide reasonable assistance to Company in its request to Hamilton County to recognize the Garage as tax exempt; provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance and shall not be liable for the result of any such request; and (ii) reimburse Company for any money actually received by City Bodies as a result of the Garage being taxes, which amount will not include any referenda or taxable amounts resulting from the base assessment for the Project Site.

12. Plan Refinement Process.

This Plan Refinement Process shall govern development and construction of the Project. At its sole cost and expense, Company shall submit for review and approval the following documents, which documents shall be submitted to the City in the order listed below, with respect to the Project:

(a) Site Plan.

(b) Schematic Design Drawings.

(c) Design Development Drawings.

(d) Construction Drawings and Construction Schedule.

(e) Approval of Submitted Document. Within fourteen (14) days after the City receives each of the Site Plan, the Schematic Design Drawings, the Design Development Drawings, the Construction Drawings and the Construction Schedule (each, a "Submitted Document"), the City shall deliver to Company written notice that it approves or rejects the Submitted Document; provided that, if the City rejects all or any part of a Submitted Document, then such notice shall: (i) specify the part or parts that City is rejecting; and (ii) include the specific basis for such rejection. Upon the City's approval of a Submitted Document, or if the City fails to respond within the time period provided above, any such Submitted Document shall be deemed approved.

Provided that a Submitted Document complies with the Laws, the City shall approve each Submitted Document if it is materially consistent with the immediately preceding Submitted Document approved by the City. For example, and without limitation, if the Design Development Drawings comply with the Laws and are materially consistent with the Schematic Design Drawings, the City shall approve the Design Development Drawings.

(f) Resubmitted Documents. If, at any stage of the Plan Refinement Process, the City, rather than approving any Submitted Document, instead notifies Company that it rejects a Submitted Document (each, a "Rejected Document"), then Company shall promptly: (i) revise the Rejected Document; and (ii) resubmit the foregoing to the City. The City shall follow the review procedure described in foregoing Subsection (e), and Company shall revise and resubmit any Rejected Document in accordance with the preceding sentence until such Rejected Document is approved (each, a "Resubmitted Document"). Upon approval of any Resubmitted Document or if the City fails to respond within the time period provided above, the Resubmitted Document shall become final and part of the Project, subject to modifications by Change Order approved by the City and Permitted Changes. Notwithstanding the involvement of the City in the Plan Refinement Process, Company shall be responsible for ensuring that Resubmitted Documents and Change Orders approved by the City in writing are implemented in design for the Project.

(g) Change Orders and Permitted Changes.

(i) If Company desires to make changes to the Final Documents (that are not a Permitted Change), then Company shall submit a Change Order Request to the City for review and approval. Within fourteen (14) days after the City receives the Change Order Request, the City shall deliver to Company written notice that it approves or rejects the Change Order Request; provided that, if the City rejects all or any part of a Change Order Request, then such notice shall: (A) specify the part or parts that City is rejecting; and (B) include the specific basis for such rejection. Upon the City's approval of a Change Order Request, or if the City fails to respond within the time period provided above, any such Change Order Request (and the Change Order) shall be deemed approved. Change Order Requests shall be deemed to be Submitted Documents.

(ii) Company shall not be required to obtain the approval of the City with respect to a Permitted Change.

(h) Permits. Company acknowledges that the Plan Refinement Process is in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws, and it shall not be deemed a warranty or representation of any kind by City Bodies that Submitted Documents or Resubmitted Documents comply with, or are approved under, applicable Laws. Prior to commencing construction, Company shall obtain Required Permits for the Project that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. The City shall use reasonable efforts to assist Company in its efforts to obtain the Required Permits. Company acknowledges that City Bodies cannot (and do not) guarantee that it will be able to obtain the Required Permits.

(i) Review Panel. Consistent with the Laws and notwithstanding anything to the contrary set forth herein, the City, at its option, may delegate all or any part of its review, approval,

or rejection obligations pursuant to this Section 12 to the Plan Review Panel; provided, that no such delegation shall extend any of the timing deadlines set forth in this Section 12. Any determination by the Plan Review Panel shall be binding on City Bodies.

(j) Permitted Inspection. Upon reasonable written notice delivered to Company, which notice shall specify the portion of the construction to be inspected, the City may perform a Permitted Inspection; provided, however, Permitted Inspections shall not typically occur more than one (1) time per calendar month. Within seven (7) business days after a Permitted Inspection, the City may deliver to Company, a Non-Compliance Notice. If the City timely delivers a Non-Compliance Notice, then Company shall correct, or cause to be corrected, as soon as is commercially practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defect previously have been accepted, or deemed to have been accepted, by the City. Notwithstanding anything to the contrary set forth herein, all items or components of the Project with respect to which no Material Defect is identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City.

(k) Final Inspection. If Company delivers to the City a written request for a Final Inspection, then, on or before the later of the date that is ten (10) business days after: (i) receipt of such request; or (ii) the date specified in such request as the Substantial Completion date; the City shall: (A) conduct the Final Inspection; and (B) deliver a Non-Compliance Notice (if applicable) to Company; provided that: (1) upon receipt of a Non-Compliance Notice, Company shall correct, or cause to be corrected, as soon as is commercially practicable, all Material Defects identified in the Non-Compliance Notice; and (2) all then-completed items or components of the Project with respect to which no Material Defects are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City. If the City fails to conduct a Final Inspection within the time period provided above, the Project shall be deemed to be accepted by the City. All Material Defects shall be completed as soon as commercially practicable; and, upon correction of all Material Defect identified in the Non-Compliance Notice, the applicable work shall be deemed completed. Upon: (y) correction of all Material Defects identified in the Non-Compliance Notice; or (z) deemed acceptance pursuant to this Subsection; the City shall have no further inspection rights except to ensure compliance by Company with the Required Permits and as permitted by the Laws.

(l) Failure to Cure. If Company fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by the City, within forty-five (45) days of the receipt of such notice, then the City, in addition to any other right or remedy provided herein (and regardless of any Cure Period provided herein), shall be entitled to Two Hundred Fifty and no/100 Dollars ($250.00) per day from Company for each day after the expiration of such 45-day period that any items in any (i) Non-Compliance Notice remain incomplete; or (ii) other notice of any Latent Defect remain incomplete; provided that, if such Material Defect or Latent Defect is of such a nature that it cannot be remedied within forty-five (45) days, despite reasonably diligent efforts, then the forty-five (45) day period shall be extended as may be reasonably necessary for Company to remedy such Material Defect or Latent Defect (not to exceed ninety (90) days) so long as Company commences to remedy such Material Defect or Latent Defect within the forty-five (45) day period and thereafter continuously and diligently pursues such remedy to completion.

(m) General. In the case of a Permitted Inspection or the Final Inspection, the Parties shall: (i) comply with all health and safety rules of which such party has been informed that have been established for personnel present on the construction site; and (ii) coordinate the inspections so that the inspections do not interfere with the performance of construction. The City and Company each shall have the right to accompany, and/or have its construction manager accompany, the inspecting party during any Permitted Inspection and/or the Final Inspection.

(n) No Waiver of Police Power. The foregoing rights in favor of the City shall be addition to, and not in lieu of, any rights and remedies the City may have under this Agreement or applicable Laws; and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any City Bodies under applicable Laws.

(o) Information Review. Upon City's request, Company agrees to permit the the City to review and inspect copies of the following: (i) any third-party inspections and reports related to the construction of the Project; or (ii) receipts, invoices or other financial documents related to construction of the Project.

13. Garage Condominium Unit Conveyance & Declaration.

(a) So long as there is no default by Company under the Garage Lease that has not been cured within the applicable cure period thereunder, then upon expiration of the Garage Lease, City shall execute and deliver (or cause Building Corp. to execute and deliver): (i) a limited warranty deed conveying the Garage Condominium Unit and all improvements to Company or its designee (subject to any matters existing as of the Closing Date; any matters created by, caused by, consented to, or suffered by, Company or contemplated hereby, including any security interests for the Project Loan and any subsequent loans on the Project obtained by Company (or its successors hereunder); the Declaration; and any liens arising in due course under any Ancillary Agreements or from any labor or materials provided to the Project for or on behalf of Company or any party acting for, or on behalf of, Company; and (ii) such other instruments with respect to the Garage Condominium Unit as City and Company reasonably agree are necessary.

(b) Whether concerning the conveyance of the Garage Condominium Unit from Company to the Building Corp. pursuant to Section 4(f) or from the Building Corp. to the Company pursuant to Section 13(a), the City Bodies shall bear no costs or expenses in connection with the closing of the conveyances of the Garage Condominium Unit, including, without limitation, any obligation with regard to any expenses associated with the Garage Condominium Unit, survey costs, closing costs, or the payment of any Real Estate Taxes or Assessments; provided that, City shall be responsible for payment of its legal fees and expenses and any title insurance (in the instance of the conveyance under Section 4(f)).

(c) Declaration.

(i) Pursuant to the Declaration and consistent with completing the HPR, City Bodies and Company shall make, create, or reserve easements for: (1) vertical and horizontal support with respect to Garage and the other portions of the Mixed-Use Building; (2) vehicular access, ingress, and egress; (3) parking (including, without limitation, that the Declaration shall address

the use of the City Parking Spaces); (4) use of vertical transportation facilities (such as stairs and elevators); (5) pedestrian access; (6) venting, utility, drainage, control and communications facilities; (7) maintenance obligations, including the Company's obligation to maintain the Garage and the other portions of the Mixed-Use Building in a structurally sound condition such that they provide the support that they are intended and designed to provide; (8) amenities that are located in the Garage and benefit the Mixed-Use occupants and (9) such necessary utility easements across each condominium unit to the extent not addressed by the Plat; provided that the Declaration also may include such other easements as the parties may deem to be necessary or appropriate.

(ii) The Declaration shall also include provisions requiring Company, at its sole cost and expense, to (1) manage and operate the Garage (or its agent) subject to customary City standards; (2) provide routine and capital maintenance and repair (including that the applicable standard for maintenance by Company (or its agent) of the Garage shall be at least as high as the standards for maintenance by City of other public areas and amenities); (3) provide insurance and utilities; (4) if applicable, pay all Real Estate Taxes and Assessments when due; (5) fund a garage capital expenditure reserve account in amounts mutually determined by the City and the Company; and (6) seek City approval for expenditures made from the garage capital reserve fund.

(iii) The Declaration shall include provisions governing casualty and damage events if the Project is partially or totally destroyed.

For the avoidance of doubt, the Parties acknowledge and agree that Declaration will be completed as part of the HPR process; provided, however, the Declaration shall include the terms included in this Section 13 or terms to which the Parties mutually agree that have the same effect as the terms included herein.

14. Taxpayer Agreement Company agrees to enter into a Taxpayer Agreement for the TIF Bonds mutually acceptable to the City Bodies that (a) states that beginning the calendar year following the first January 1 after Substantial Completion of the Project and continuing through each calendar year of the Bond Term, Company agrees to (i) annually (in semi-annual payments on the dates that are five days prior to the next-due payment of debt service on the Bonds) pay RDC the positive difference, if any, between: (1) the amount required to satisfy debt service on the TIF Bonds and (2) the Real Estate Taxes due and owing for the Project and Project Site for the applicable year; (b) provides that the payments due by Company thereunder are secured by an annually renewable lien against the Project Site that is the same in nature and priority to (but different from and in addition to) the lien of Real Estate Taxes and, accordingly, shall: (i) be prior to any mortgage or other lien or encumbrance on such Project Site other than the lien of Real Estate Taxes, and (ii) renew automatically every January 1 during the Bond Term in its same priority; and (c) shall be recorded and run with the Project Site. City Bodies and Company shall execute and record the Taxpayer Agreement at the Closing. Nothing in this Agreement or the Taxpayer

Agreement shall be deemed to release Company from any obligation to pay Real Estate Taxes on the Project Site regardless of when payable or assessed.

15. Default.

(h) Events of Default. It shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it if such default or failure is not cured within the applicable Cure Period.

(i) General Remedies. During the continuance of an Event of Default, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it.

(j) No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a result of an Event of Default by such party. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

16. Mutual Indemnification.

(k) City Bodies. To the extent permitted by applicable Laws, City Bodies shall indemnify and hold harmless Company from and against all Claims arising from the breach by City Bodies of any term or condition of this Agreement.

(l) Company. Company shall indemnify and hold harmless City Bodies from and against any and all Claims arising from: (i) breaches by Company under contracts to which Company is a party, to the extent that such contracts relate to the performance of any work on the

Project Site by Company or any party acting by, under, through or on behalf of Company; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Company or any party acting by, under, through or on behalf of Company; (iii) the negligence or willful misconduct of Company or any party acting by, under, through, or on behalf of Company; or (iv) the breach by Company of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, City Bodies' and Company's obligations under this Section shall survive the termination of this Agreement.

17. Special Remedies.

(a) No Commencement. Subject to Force Majeure and after offering in writing to meet with Company to discuss Company's failure to commence, if Company has not commenced construction of the Project within ninety (90) days after the Closing Date, then, at any time until Company commences construction of the Project, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Agreement; and (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the City Parcel to vest in the RDC, without any liability or obligation to Company. The Power of Termination and foregoing rights shall be deemed exercised upon delivery to Company of Notice delivered at any time after such ninety (90) day period but prior to Commencement of Construction (as defined herein below) of the Project. Upon delivery of such Notice to Company, Company shall surrender possession of the City Parcel to the RDC and title to the City Parcel shall automatically, and without further action, vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Company acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to reconvey the City Parcel to the RDC. Any such re-vesting shall be free and clear of all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than those existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 17(a) or to invoke any available remedy with respect to an Event of Default by Company shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder. For purposes of this Section 17(a), "Commencement of Construction" shall mean material and substantial work on the Project pursuant to Required Permits such as installation of footings and foundations and shall not be deemed to occur as a result of (1) mere excavation work, or (2) work related to working with Heritage Meadows and adjacent property owners on open-green space programming and design.

(b) Work Stop. After Commencement of Construction, subject to Force Majeure, if all construction work of a material nature ceases with respect to the Project for a period of at least one hundred twenty (120) consecutive days or for more than a total of two hundred (200) days during any three hundred sixty (360) day period, then, at any time until construction work of a material nature resumes and is continuing, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Agreement; (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the Project Site to vest in the RDC, without any liability or obligation to Company. Subject to the foregoing, the Power of

Termination and foregoing rights shall be deemed exercised upon delivery to Company of Notice prior to material resumption of the construction work. Such Notice together with evidence of remittance of the Divestiture Payment to Project Lender may be recorded by the RDC contemporaneously with, or at any time after, its delivery of such Notice and payment to Project Lender. Upon delivery of such Notice and payment, if applicable, Company shall surrender possession of the Project Site to the RDC and title to the Project Site shall automatically and without further action of the parties' vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Company acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to convey the Project Site to the RDC. Any such vesting of shall be free and clear of any, and all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 16(b), or to invoke any available remedy with respect to an Event of Default by Company shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

18. Assignment. Upon Closing, this Agreement shall run with the Project Site and shall be binding on successors in title to the Project Site. Prior to Substantial Completion of the Project, Company shall not assign this Agreement without the approval of the City, and the City Bodies shall not assign this Agreement without the prior written approval of the Company; provided that: (i) without the prior written approval of Company, City Bodies may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (ii) without the prior written approval of City, Company may assign, partially or in its entirety, this Agreement to (A) a third party controlling, controlled by or under common control with Company, or (B) collaterally assign this Agreement (or portion hereof) to a Project Lender. Notwithstanding any assignment permitted under this Section, the applicable City Bodies or Company, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release any City Bodies or Company, as the case may be, from such performance; provided that, if any City Body assigns this Agreement to another agency or instrumentality of the City that: (i) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (ii) expressly assumes all such obligations in writing; then the applicable City Bodies shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

19. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt. Notice shall be provided as follows: if to (x) the City Bodies: City of Fishers, Attn: Lindsey Bennett, City Attorney, 3 Municipal Drive, Fishers, Indiana 46038, with copies (via email, only) to: Jennifer Messer, jennifercmesserlaw@gmail.com, and (z) Company at Rebar Companies, 8700 North Street, Suite 120, Fishers, Indiana 46038 Attn: Tom

Dickey. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

20. Authority. Each undersigned person executing this Agreement on behalf of the City, EDC, RDC, Building Corp. and Company represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City, EDC RDC, Building Corp. or Company, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by the City, RDC, EDC, Building Corp. and Company, respectively; provided, however, each of the City's, EDC's, Building Corp.'s RDC's ability to perform under this Agreement is subject to completion of certain procedures required by Laws which the City, EDC, Building Corp. and RDC agree to undertake with diligence and in good faith.

21. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money, including any payment required pursuant to the Taxpayer Agreement (if required by Company) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (y) to exercise commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (z) that, notwithstanding that the COVID-19 pandemic falls within the definition of "Force Majeure", the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable party fails to comply with the foregoing requirement.

22. Merger. All prior agreements, understandings, and commitments with respect to the transaction contemplated herein are hereby superseded, terminated, and merged herein, and shall be of no further force or effect. Absent an amendment to, or modification of, this Agreement in accordance with this section, in no event shall City Bodies be obligated to perform any work, incur any expenses, or provide any incentives (whether with respect to the Project Site, the Project, or any site or improvements adjacent to, or in the vicinity of, the Project Site) other than as specifically set forth in this Agreement. This Agreement may be amended or modify only by written instrument executed by City Bodies and Company.

23. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Company, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be

tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Company waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Company may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City, EDC, Building Corp., RDC, and Company. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between Company, the City, EDC, Building Corp., and RDC or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in Fishers, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Any amounts due or to be paid hereunder shall bear interest at the prime rate as published in *The Wall Street Journal* plus five percent (5%) per annum from the date due until paid.

24. <u>Execution of Agreement</u>. Upon City Bodies' approval and execution of this Agreement, the City shall provide to Company the executed Agreement (the "City-Executed Agreement"). Within ten (10) days of Company's receipt of the City-Executed Agreement , Company shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this <u>Section 24</u> shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies' approval of this Agreement.

Index of Exhibits:

Exhibit A: City Parcel
Exhibit B Company Parcel
Exhibit C: Concept Plan
Exhibit D: Garage Parcel
Exhibit E: Project Site
Exhibit F: Public Streetscape Improvements
Exhibit G: TIF Bond Summary/Financials
Exhibit H: Insurance

IN WITNESS WHEREOF, the City, EDC, RDC, Building Corp. and Company have executed this Project Agreement as of the day and year first written above.

"CITY"

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

"EDC"

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: _____

"**RDC**"

FISHERS REDEVELOPMENT COMMISSION

By:_____
Damon Grothe, President

ATTEST:

By:_____
Brad Johnson, Secretary

"**BUILDING CORP**."

FISHERS TOWN HALL BUILDING CORPORATION

By: _____

Its: _____

"**OWNER**"

By: _____

Its: _____

"**DEVELOPER**"

By: _____

Its: _____

Exhibit A
City Parcel

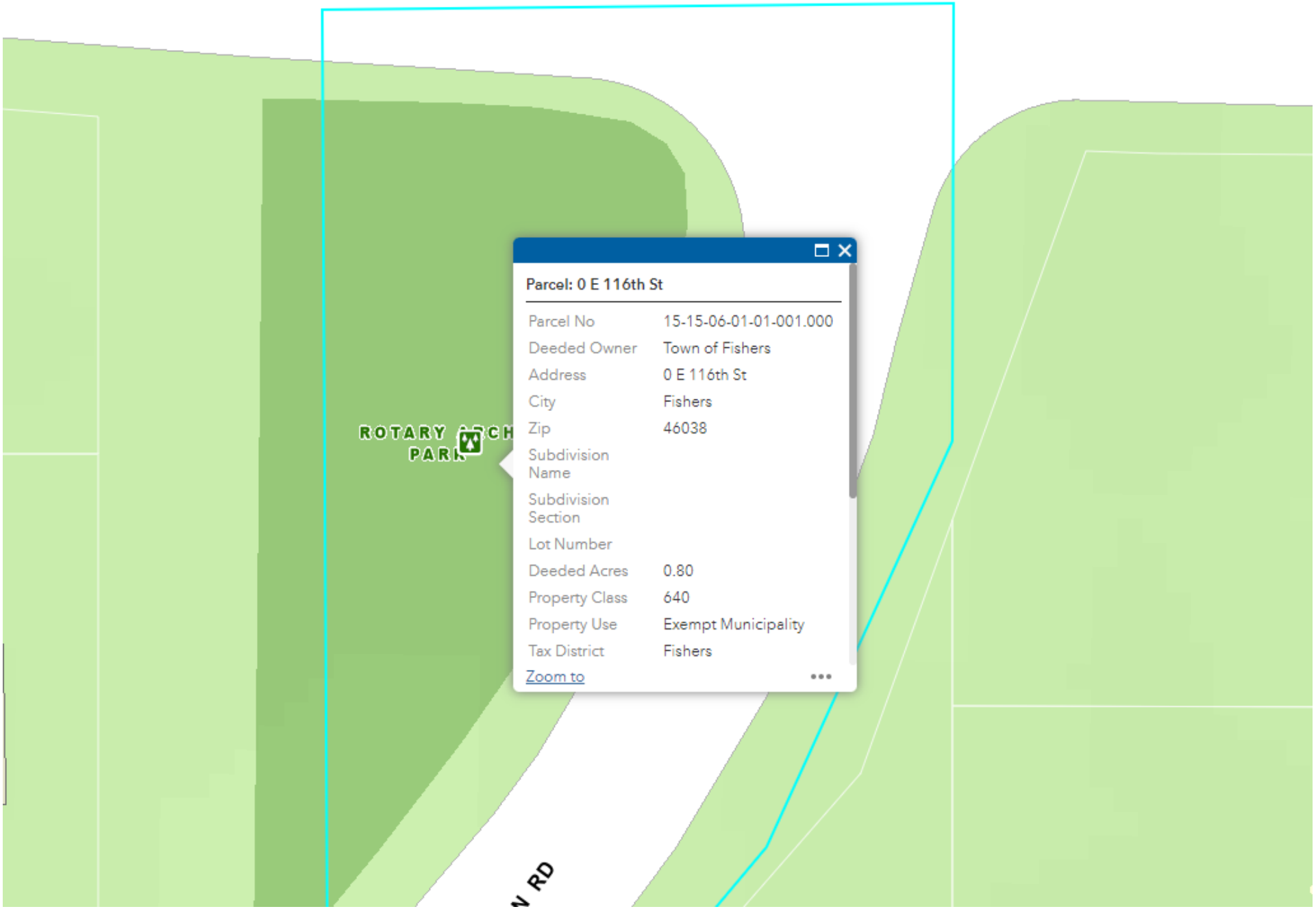

ROTARY
PARK
Parcel: 0 E 116th St
Parcel No 15-15-06-01-01-001.000
Deeded Owner Town of Fishers
Address 0 E 116th St
City Fishers
Zip 46038
Subdivision Name
Subdivision Section
Lot Number
Deeded Acres 0.80
Property Class 640
Property Use Exempt Municipality
Tax District Fishers
Zoom to

EXHIBIT A

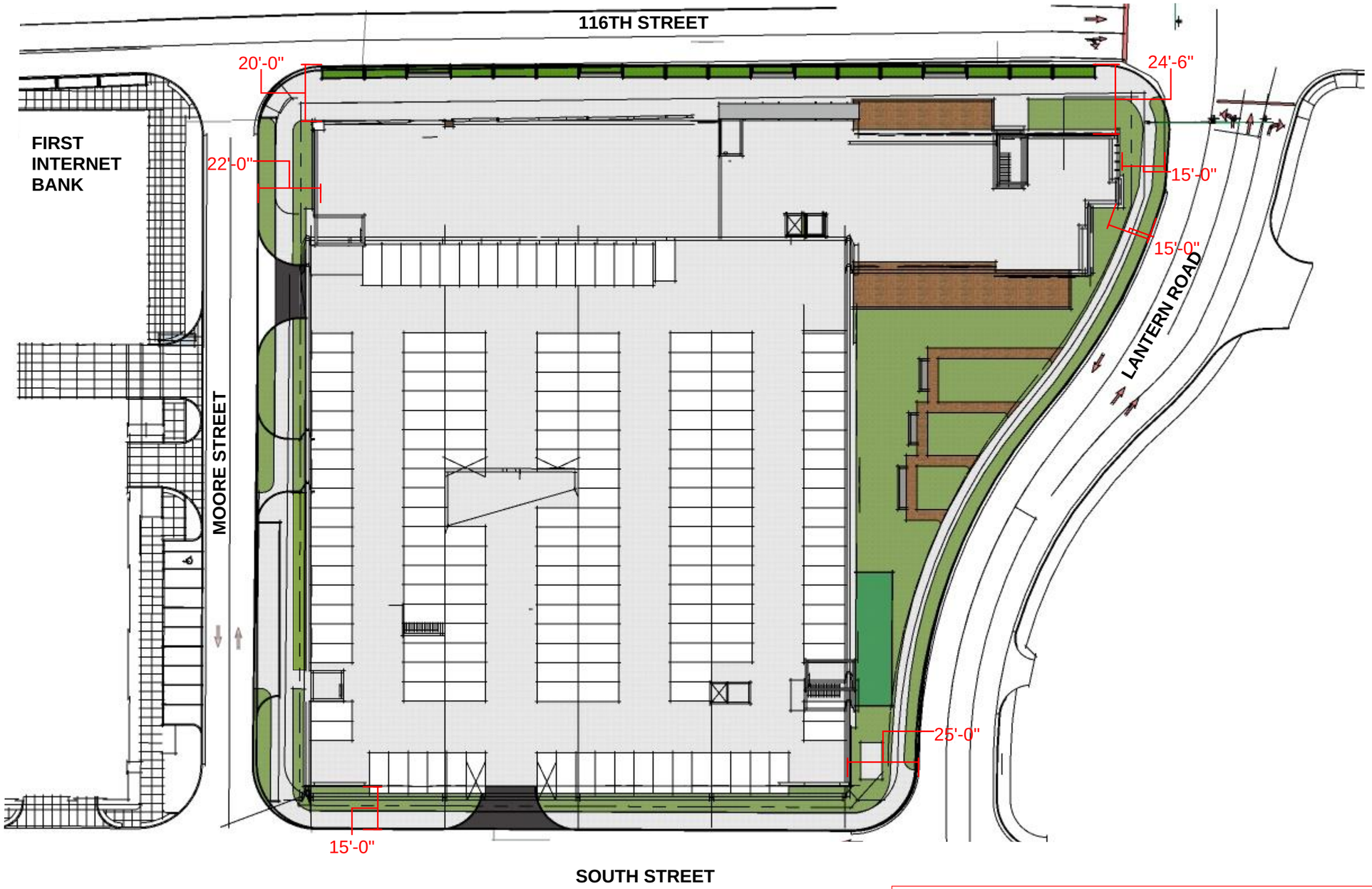
Exhibit B
Company Parcel

browning day

CITYVIEW | EXHIBIT B: COMPANY PARCEL

© 2023 browning day | CityView | Project #22040 | May 5, 2023

Exhibit C
Concept Plan



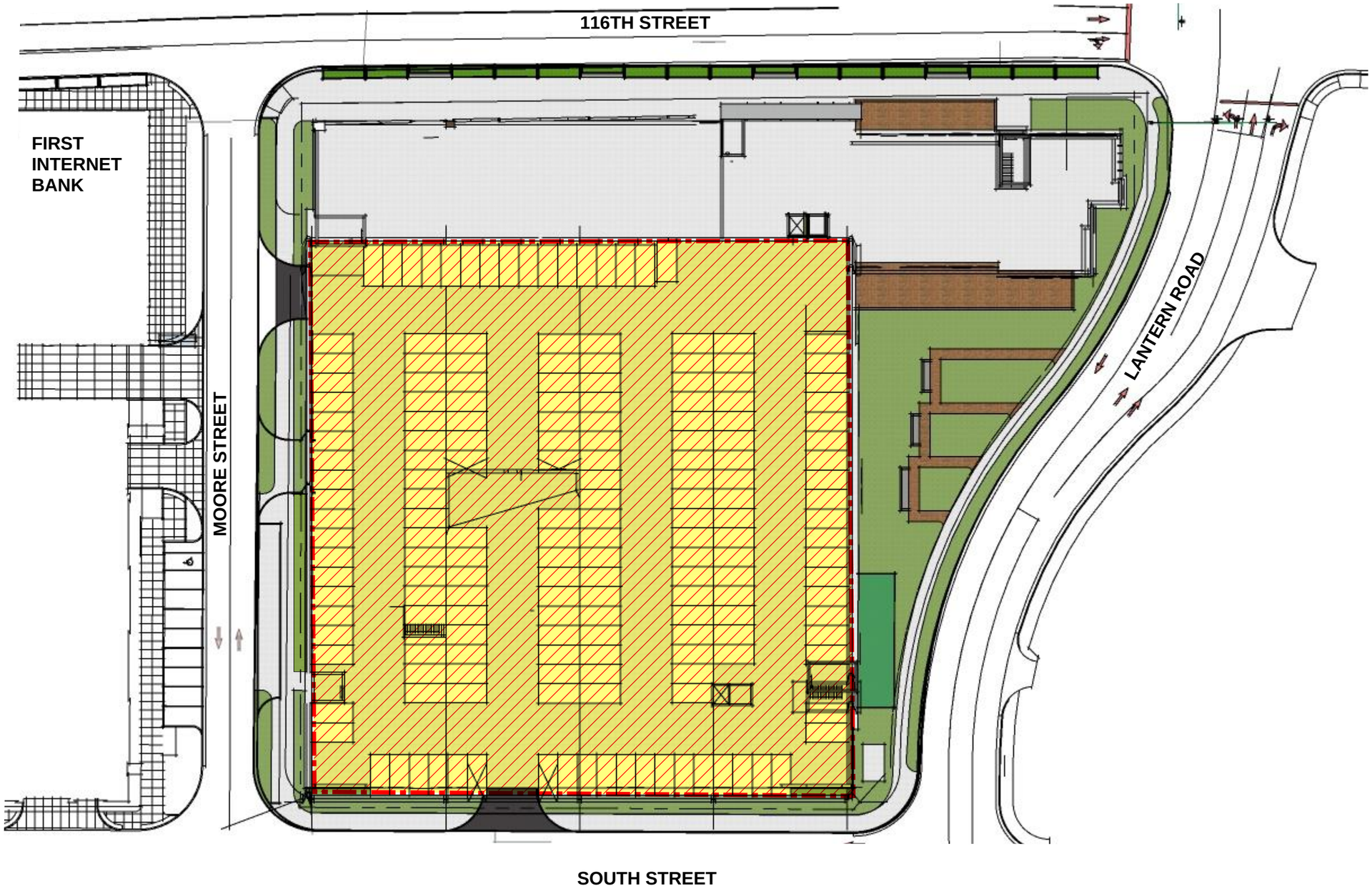
*Note: All dimensions shown are approximate pending final design and survey

browning day

CITYVIEW | EXHIBIT C: CONCEPT SITE PLAN

© 2023 browning day | CityView | Project #22040 | May 5, 2023

Exhibit D
Garage Parcel



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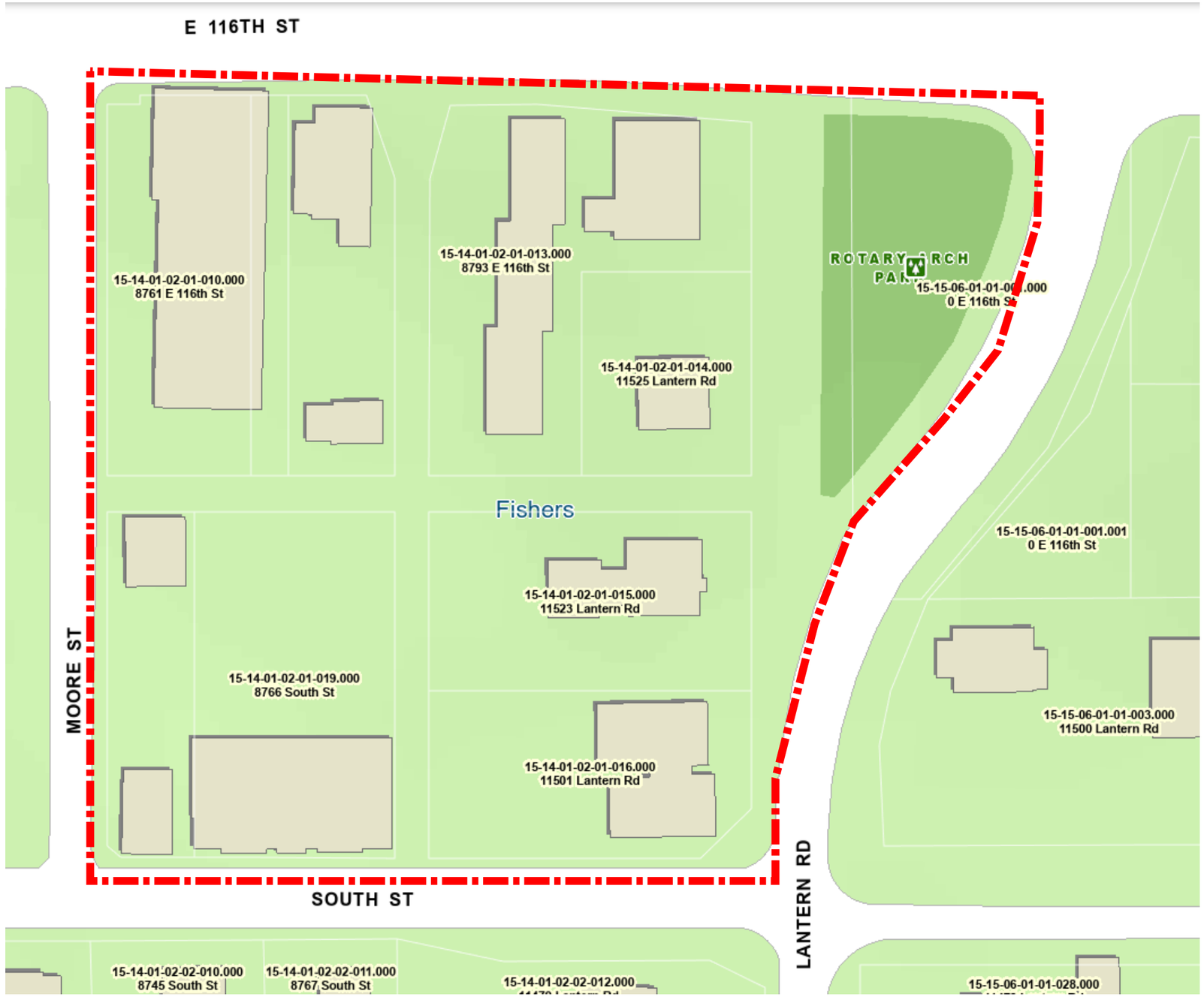
CITYVIEW | EXHIBIT D: GARAGE PARCEL

© 2023 browning day | CityView | Project #22040 | May 5, 2023

Exhibit E
Project Site



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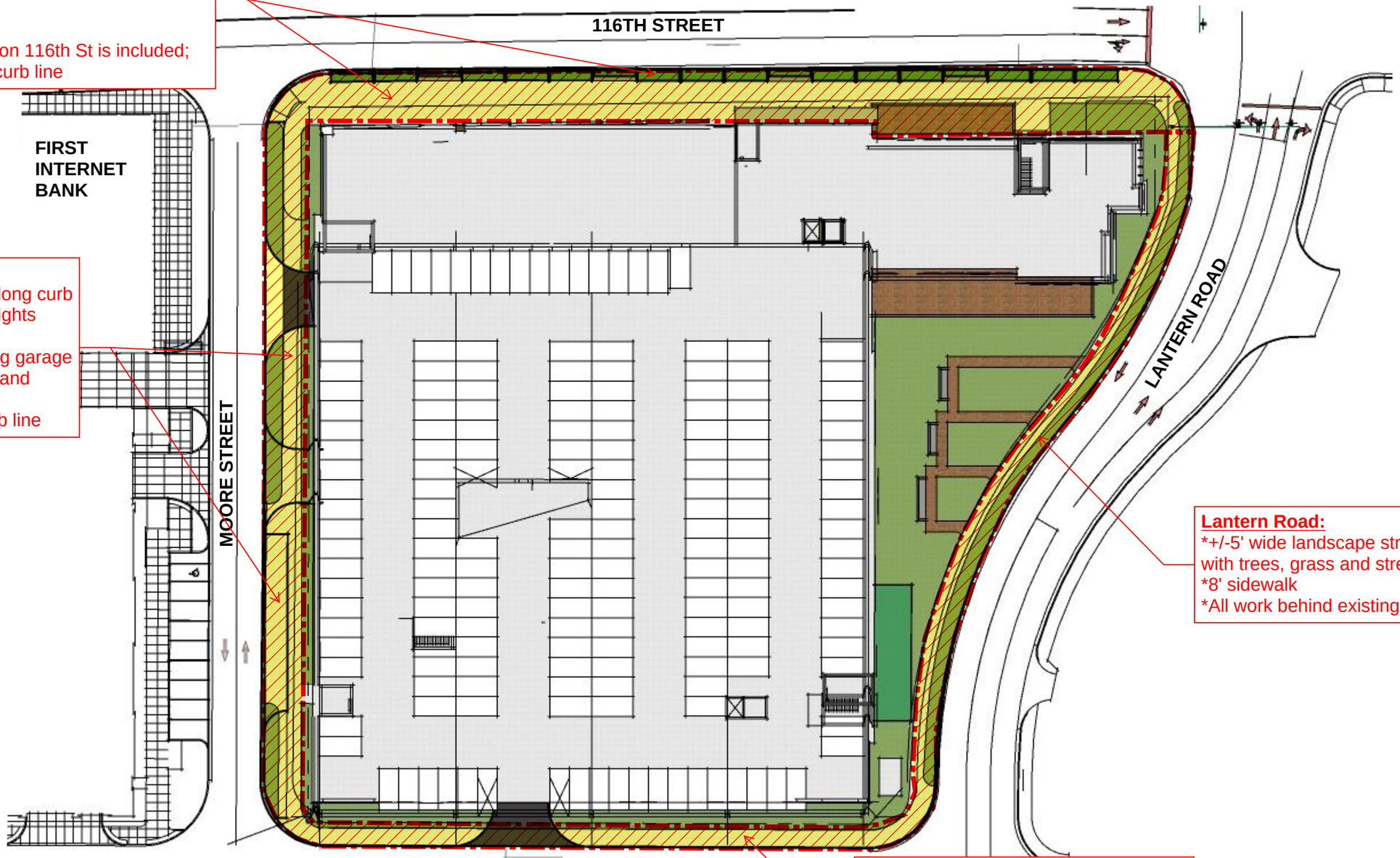
CITYVIEW | EXHIBIT E: PROJECT SITE/EXISTING PARCELS

© 2023 browning day | CityView | Project #22040 | May 5, 2023

Exhibit F
Public Streetscape Improvements

116th Street:
*To match streetscape in front of First Internet Bank and Nickel Plate Station
*+/-8' wide curbed planters street with trees, plantings and street lights
*+/- 12-15' sidewalk
*No additional travel/turn lane on 116th St is included; all work from back of existing curb line

Moore Street:
*+/-6' wide landscape strip along curb with trees, grass and street lights
*6' sidewalk
*6' wide landscape strip along garage
*Loading zone for deliveries and moving trucks
*All work behind existing curb line



Lantern Road:
*+/-5' wide landscape strip along curb with trees, grass and street lights
*8' sidewalk
*All work behind existing curb line

South Street:
*+/-6' wide landscape strip along garage with trees, plantings and street lights
*8' sidewalk
*All work behind existing curb line

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CITYVIEW | EXHIBIT F: PUBLIC STREETSCAPE IMPROVEMENTS

© 2023 browning day | CityView | Project #22040 | May 5, 2023

Exhibit G
Bond Summary

CITY OF FISHERS, INDIANA

Developer Bonds

Proposed CityView Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Illustrative Project Costs:

Net proceeds available for Project	$5,960,000
Capitalized interest through and including February 1, 2027 (1)	1,984,788
Allowance for costs of issuance and contingencies	150,212
Total Illustrative Project Costs	$8,095,000

Illustrative Project Funding:

Taxable Economic Development Revenue Bonds, Series 2024C (2)	$8,095,000

(1) The final financing structure will determine the amount of interest that will be capitalized.
(2) Assumes the Bonds are purchased by the Developer. Assumes the Bonds are payable soley from CityView Project Tax Increment.

(Subject to the attached letter dated April 25, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

CITY OF FISHERS, INDIANA

City-backed Bonds

Proposed CityView Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Illustrative Project Costs:	
Net proceeds available for Project (1)	$19,743,544
Capitalized interest (2)	0
Allowance for Debt Service Reserve (3)	1,903,985
Allowance for Underwiter's discount (0.50%)	110,050
Allowance for costs of issuance and contingencies	252,421
Total Illustrative Project Costs	$22,010,000
Illustrative Project Funding:	
Illustrative Taxable Economic Development Revenue Bonds, Series 2024D (4)	$22,010,000

(1) Represents Bond proceeds, net of issuance costs, that will be available for capital expenditures related to the Project.
(2) Assumes capitalized interest is not required because existing operational assets of the City will be available to serve as the leased premises. The final financing structure will determine the amount of interest to be capitalized, if needed.
(3) Assumes the Bond purchaser will require the funding of a debt service reserve from Bond proceeds. If a reserve fund is not required, then the Bond size will be adjusted accordingly.
(4) Assumes the Bonds are purchased by a third-party. Assumes the Bonds are payable from available TIF revenues of the Redevelopment Commission with an ad valorem property tax backup.

(Subject to the attached letter dated April 25, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

Exhibit H
Company Insurance Requirements

Company shall obtain and maintain and require any general contractor or subcontractor(s) to obtain and maintain the below listed policies of insurance written by a Company reasonably acceptable to the City and for which certificates of insurance shall be provided to the City prior to commencement of any work on the Project. The City and the Redevelopment Commission shall be named as additional insureds on Company's Commercial General Liability policies of insurance.

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than $1,000,000.00 each accident; $1,000,000.00 Disease- each employee; and $1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and General Contractor and Subcontractors shall provide the Company with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City and the Redevelopment Commission as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City and the Redevelopment Commission per the follows: $1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); $2,000,000.00 General Occurrence (subject to per project general aggregate provision); and
4.	Business Automobile Liability Insurance: Written in the amount of not less than $1,000,000.00 each accident to include the City and the Redevelopment Commission as additional insureds.
5.	Umbrella Liability: $2,000,000.00.

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Resolution Approving Project Agreement (City View)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052024D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	X Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Jennifer C. Messer	

BACKGROUND (Includes description, background, and justification)	On or about June 19, 2023, the City approved a certain Project Agreement providing for the development and construction of a mixed-use development consisting of age restricted, active adult residential units and commercial/retail amenities in the City's Nickel Plate District (the "Original Agreement"). Since the City's approval of the Original Agreement, the project has increased in scope, including the number of residential units, commercial/retail investment and investment. The subject Project Agreement provides for the changed scope of the Project. Specifically, Company will now develop and construct (i) approximately one hundred ninety (190) luxury, age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) residential units (increased from eighty-four (84) units), and (ii) approximately eighteen thousand six hundred ninety-five (18,695) of commercial/retail and restaurant space along 116th Street adjacent to the First Internet Bank building (increased from 16,500 sq. ft.). Additionally, Company will now invest approximately Ninety-Three Million and no/100 Dollars ($93,000,000.00) (increased from $89,000,000.00) in the Project. Based on the Project as contemplated by the Agreement, the Bonds will generate proceeds totaling Twenty-Five Million, Seven Hundred Three Thousand, Five Hundred Forty-Four and no/100 Dollars ($25,703,544.00), with the TIF Bond estimated to be issued in the amount of Eight Million Ninety-Five Thousand and no/100 Dollars ($8,095,000.00) and the remainder issued as City bonds.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	Apx. $25,703,544.00
	Expenditure $:	None
	Source of Funds:	Bonds (TIF and City-backed)
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	

PROJECT TIMELINE	Closing by or before September 30, 2024 with construction soon thereafter

Form Revised: 03/20/2019

STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Project Agreement
SUPPLEMENTAL INFORMATION (List all attached documents)	

ORDINANCE NO. 041524

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, AUTHORIZING THE ISSUANCE OF THE CITY OF FISHERS, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2024C (CITYVIEW TAX INCREMENT REVENUE) AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

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

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") has previously created the Consolidated Fishers/I-69 Economic Development Area (the "Economic Development Area"), has designated or will designate a portion of the area as the CityView Allocation Area (the "Allocation Area") for purposes of the allocation and distribution of property taxes under IC 36-7-14-39, and has created or will create the CityView Allocation Area Allocation Fund (the "Allocation Fund"), pursuant to IC 36-7-14-39; and

WHEREAS, the City, the Commission, the City of Fishers, Indiana Economic Development Commission (the "EDC"), and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC) (together with any affiliate(s) thereof, the "Developer"), entered into a Project Agreement, dated July 13, 2023 (the "Project Agreement"), pursuant to which the Developer committed to the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project") within the Economic Development Area and Allocation Area;

WHEREAS, pursuant to the Project Agreement, it is proposed that the City issue its Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in an amount not to exceed Nine Million Dollars ($9,000,000) (the "2024C Bonds") under the Act and provide the proceeds of such 2024C Bonds to the Developer to finance the costs of certain infrastructure, property acquisition, and other improvements and costs of the Developer to support and related to the Developer's construction of the Project, as further described in the Project Agreement; and

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

WHEREAS, pursuant to I.C. § 36-7-12-24, the EDC published notice of a public hearing (the "Public Hearing") on the proposed issuance of the 2024C Bonds to finance the Project; and

WHEREAS, on the date specified in the notice of the Public Hearing, the EDC held the Public Hearing on the Project and received uncontroverted evidence that the Project will have no adverse competitive effect on similar facilities already constructed or operating in the City; and

WHEREAS, the Commission and EDC have performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) Loan or Financing Agreement, between the Developer and the City (the "2024C Developer Agreement"); (2) a Trust Indenture governing the issuance of the Bonds (the "2024C Trust Indenture"), between the City and a trustee to be selected by the Controller of the City; (3) the 2024C Bonds; and (4) this Bond Ordinance (the 2024C Developer Agreement, the 2024C Trust Indenture, the 2024C Bonds, and this Bond Ordinance, collectively, the "2024C Financing Agreements").

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

1. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition, construction and equipping of an "economic development facility" as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Project by the issuance of the 2024C Bonds under the Act: (a) will be of benefit to the health and general welfare of the City; and (b) complies with the Act.

2. Approval of Financing. The proposed financing of the Project, including capitalized interest on the 2024C Bonds, if any, and costs of issuance of the 2024C Bonds, by the issuance of the 2024C Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

3. Authorization of the Bonds. The issuance of the 2024C Bonds, payable solely from revenues and receipts derived from the 2024C Financing Agreements, is hereby authorized.

4. Terms of the 2024C Bonds. (a) The 2024C Bonds, in one or more series, in the aggregate principal amount not to exceed Nine Million Dollars ($9,000,000) shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Controller of the City; (ii) be dated as of the date of their delivery or the first day of the month of the date of the issuance of the 2024C Bonds; (iii) mature on a date not later than twenty-five years after the date of issuance of the 2024C Bonds; (iv) bear interest at a rate not to exceed eight percent (8.0%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the 2024C Financing Agreements; (v) be issuable in such denominations as set forth in the 2024C Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the 2024C Trust

Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the trustee as provided in the 2024C Trust Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the 2024C Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the 2024C Financing Agreements.

(b) The principal of the 2024C Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the 2024C Financing Agreements, including all real property tax increment revenues generated from the Allocation Area and deposited in the Allocation Fund pursuant to IC 36-7-14-39 pursuant to the terms of the pledge of such revenues to the 2024C Bonds by the Redevelopment Commission. Forms of the 2024C Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Controller of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

5. Sale of the 2024C Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the 2024C Bonds to the Developer or an affiliate of the Developer (the "Purchaser") at such prices and on such terms as may be determined at the time of sale and approved by the Mayor and the Controller of the City. The Mayor and the Controller of the City are hereby authorized to approve and execute a bond purchase agreement for the 2024C Bonds with the Purchaser, in a form approved by such officers, such approval to be conclusively evidenced by the execution thereof.

6. Execution and Delivery of 2024C Financing Agreements. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the 2024C Bonds and each of the 2024C Financing Agreements, submitted to the Common Council, which are hereby approved in all respects.

7. Changes in 2024C Financing Agreements. The Mayor and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the 2024C Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof. The Mayor and the Controller of the City are hereby authorized and directed, to select a financial institution to serve as the Trustee.

8. Public Approval. The Common Council hereby approves the issue of the 2024C Bonds and the Project to be financed by the 2024C Bonds, which facilities are described in the published notice of the Public Hearing.

9. General. The Mayor and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance

and sale of the 2024C Bonds, and the securing of the 2024C Bonds under the 2024C Financing Agreements, including, but not limited to, such agreements, documents and instruments as are contemplated under the Project Agreement, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

10. Binding Effect. The provisions of this Bond Ordinance and the 2024C Financing Agreements shall constitute a binding contract between the City and the holders of the 2024C Bonds, and after issuance of the 2024C Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the 2024C Bonds as long as the 2024C Bonds or interest thereon remains unpaid.

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

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

13. Copies of 2024C Financing Agreements on File. Two copies of the 2024C Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

2024C LOAN AGREEMENT

BETWEEN

CITYVIEW FISHERS, LLC

AND

CITY OF FISHERS, INDIANA

Dated as of May 20, 2024

Certain of the rights of the Issuer hereunder have been assigned to _____, as Trustee under a 2024C Trust Indenture dated as of the date hereof, from the Issuer.

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2024C LOAN AGREEMENT

This is a 2024C LOAN AGREEMENT, dated as of May 20, 2024 (the "2024C Loan Agreement") between CITYVIEW FISHERS, LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of construction of certain infrastructure, site, and building improvements, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, the Fishers Redevelopment Commission (the "Redevelopment Commission") has established the CityView Allocation Area (the "Area") located in the City of Fishers;

WHEREAS, the Issuer, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City of Fishers; will benefit the health, safety, morals, and general welfare of the citizens of the City of Fishers and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing;

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the aggregate principal amount of $_____ (the "Series 2024C Bonds") pursuant to a Trust Indenture dated as of _____ 1, 2024 (the "2024C Indenture") from the Issuer to _____, as Trustee (the "Trustee"), and to lend the proceeds of the Series 2024C Bonds pursuant to the provisions of this 2024C Loan Agreement to the Borrower to finance the projects set forth on Exhibit A;

WHEREAS, this 2024C Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024C Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024C (the "Series 2024C Note") in substantially the form attached hereto as Exhibit B;

WHEREAS, pursuant to the 2024C Indenture, the Issuer will pledge and assign the Series 2024C Note and assign certain of its rights under this 2024C Loan Agreement to the Trustee as security for the Series 2024C Bonds; and

WHEREAS, the Bonds issued under the 2024C Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 2024C Note; (ii) Pledged TIF Revenues

(as defined in the 2024C Indenture), (iii) Bond proceeds, or (iv) investment earnings on each of the foregoing funds.

PRELIMINARY STATEMENT

In consideration of the premises, the loan of the proceeds of the Series 2024C Bonds to be made by the Issuer, the acceptance of the Series 2024C Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this 2024C Loan Agreement.

This 2024C Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Series 2024C Note and this 2024C Loan Agreement to be kept, performed and observed by the Borrower, then this 2024C Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this 2024C Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

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

"Additional Bonds" means the additional parity bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the 2024C Indenture and any bonds issued in substitution or replacement therefor.

"Annual Fees" means annual Trustee Fees.

"Area" means the CityView Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area....

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" means the Series 2024C Bonds, the Additional Bonds and any other bonds issued under the 2024C Indenture.

"Borrower" means CityView Fishers, LLC, an Indiana limited liability company duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors or assigns thereto permitted under Section 3.3 hereof.

"Commission" means the City of Fishers Economic Development Commission.

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

(i) the "2024C Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 2024C Bonds, including underwriting or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the 2024C Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Series 2024C Bonds, the costs of preparing or printing the Series 2024C Bonds and the documentation supporting the issuance of the Series 2024C Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) [the "Capitalized Interest Costs", namely all or a portion of interest on the Series 2024C Bonds from the date of their original delivery through _____;]

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

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

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

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of

the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's, S&P or Fitch and (ii) in the event that any bonds are defeased with such obligations in whole or in part those bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Issuer" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2024C Bonds.

"Note" means the Series 2024C Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024C Indenture and with reference to Notes, means all notes theretofore issued and not yet paid and discharged under the terms of this 2024C Loan Agreement.

"Pledge Resolution" means Resolution No. _____, adopted by the Redevelopment Commission on _____.

"Pledged TIF Revenues" means all of the Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution

"Project" means the projects set forth in Exhibit A-1.

"Project Agreement" means the Project Agreement among HighGround Fishers I, LLC (now known as CityView Fishers, LLC), the City, the Economic Development Commission, and the Redevelopment Commission, dated July 13, 2023.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest

category by Moody's Investors Service or Standard & Poors Ratings Group, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's Investors Service or Standard & Poors Ratings Group, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the City of Fishers Redevelopment Commission.

"Series 2024C Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue).

"Tax Increment" means all real and personal property tax proceeds attributable to the assessed valuation within the Area as of each January 1 in excess of the base assessed value, as described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the 2024C Indenture..

"Trustee" means the trustee and/or co-trustee at the time serving as such under the 2024C Indenture, and shall initially mean _____, Indianapolis, Indiana.

"2024C Bond Fund" means the 2024C Bond Fund established by Section 4.2 of the 2024C Indenture.

"2024C Indenture" means the Trust Indenture dated as of _____ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024C Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This 2024C Loan Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024C Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

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

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

(e) Any terms not defined herein but defined in the 2024C Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024C Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024C Loan Agreement.

Exhibit A-1. The Project.

Exhibit B. Form of Series 2024C Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2024C BOND PROCEEDS

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

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024C Loan Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this 2024C Loan Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to provide funds from the issuance of the Series 2024C Bonds to loan to the Borrower for financing the construction of the Project for the benefit of the holders of the Bonds, to create additional employment opportunities in Fishers, Indiana and to benefit the health, safety, morals and general welfare of the citizens of Fishers and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this 2024C Loan Agreement and the Series 2024C Note to the Trustee.

(c) The Area has been properly created as an "allocation area" pursuant to Indiana Code 36-7-14-39. The Pledged TIF Revenues have been properly and legally pledged by the Redevelopment Commission to the payment of the Series 2024C Bonds.

(d) The Issuer represents that the Series 2024C Note will be assigned to the Trustee pursuant to the 2024C Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2024C Note has not been registered under the Securities Act of 1933.

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

(a) It is an Indiana limited liability company duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024C Loan Agreement and the Series 2024C Note, has full power to enter into and perform its obligations under this Agreement and the Series 2024C Note, and by proper action has duly authorized the execution and delivery of this 2024C Loan Agreement and the issuance of the Series 2024C Note.

(b) All of the proceeds from the Series 2024C Bonds (including any income earned on the investment of such proceeds) will be used for Costs of Construction.

(c) The Borrower intends to operate the Project, or cause the Project to be operated, as an economic development facility under the Act, until the expiration or termination of this 2024C Loan Agreement.

(d) Neither the execution and delivery of this 2024C Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2024C Note nor the fulfillment of or compliance with the terms and conditions of this 2024C Loan Agreement, will contravene the Borrower's operating agreement or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this 2024C Loan Agreement and the Series 2024C Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This 2024C Loan Agreement and the Series 2024C Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this 2024C Loan Agreement or the Series 2024C Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024C Loan Agreement or the Series 2024C Note.

Section 2.3. Loan of Series 2024C Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the 2024C Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2024C Note substantially in the form attached hereto as Exhibit B.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 2024C Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024C Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.5, 3.7 and 3.9 hereof, and to execute and deliver supplements and amendments to this 2024C Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this 2024C Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the 2024C Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2024C Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the 2024C Bond Fund (including without limitation any Pledged TIF Revenues), will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the 2024C Indenture. Section 4.7 of the 2024C Indenture provides that the Issuer shall transfer the Pledged TIF Revenues for the payment of the Series 2024C Bonds to the 2024C Bond Fund on each January 15 and July 15, commencing on _____ 15, 202_. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this 2024C Loan Agreement.

(b) The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all reasonable fees and charges of the Trustee incurred under the 2024C Indenture, as and when the same become due; (ii) all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds; (iii) all reasonable expenses incurred in connection with the enforcement of any rights under the 2024C Loan Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024C Loan Agreement; provided, however, that the Borrower may, without creating a default under the 2024C Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses. Notwithstanding the foregoing, the Borrower is only obligated to pay amounts under (i) and (ii) above if the Pledged TIF Revenues are insufficient to pay such amount.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments pursuant hereto and to the Notes shall

be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Borrower's title to the Project or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this 2024C Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this 2024C Loan Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this 2024C Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this 2024C Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the Issuer under this 2024C Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this 2024C Loan Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this 2024C Loan Agreement for the benefit of the holders of the Bonds. Notwithstanding the foregoing, the Issuer, the Trustee and the Borrower acknowledge that the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under the Note and this 2024C Loan Agreement.

(d) As long as the Bonds are outstanding, the Borrower covenants to pay or cause to be paid all property tax bills for its property in the Area (including the Project) owned or leased by the Borrower, its affiliates and its subsidiaries before the tax bills are delinquent, subject to the right to contest in good faith any property tax assessments.

(e) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the 2024C Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(f) The Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this 2024C Loan Agreement;

and (iii) will not terminate this 2024C Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this 2024C Loan Agreement or the 2024C Indenture, other than a failure by the Issuer to deposit, or cause to be deposited, the Pledged TIF Revenues as contemplated by Section 3.2(a) hereof.

(g) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Notes whether or not the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 3.3. Maintenance of Existence. The Borrower will maintain its existence and not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with another entity or permit one or more other entities to consolidate with it except as provided in this Section 3.3. Before the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets if (i) an affiliate of the Borrower assumes all of the Borrower's obligations under this 2024C Loan Agreement and agrees to complete the Project and (ii) the owners of all of the Series 2024C Bonds and the Issuer consent in writing, which consent shall not be unreasonably withheld. Once the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets with the written consent of the owners of all of the Series 2024C Bonds and the Issuer, which consent shall not be unreasonably withheld. Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of Section 3.12 hereof.

Section 3.4. [Reserved].

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

(a) Violation of any agreement or condition of this 2024C Loan Agreement or the 2024C Indenture, except by the Issuer or the Trustee;

(b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, or a part thereof;

(c) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, or a part thereof;

(d) Any act, failure to act, or misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees;

(e) The provision of any information or certification furnished by the Borrower in connection with the issuance and sale of the Series 2024C Bonds and the Project;

(f) As a result of the Trustee and Paying Agent's acceptance of or arising from the performance of its duties hereunder or under the 2024C Indenture.

The foregoing indemnification shall survive the removal or resignation of the Trustee and Paying Agent or the termination and discharge of the 2024C Indenture.

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

Section 3.6. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.7. Payment of Reasonable Expenses of Issuance of Series 2024C Bonds. So long as they are reasonable, the Borrower agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024C Bonds; provided, however, that the Borrower may, without creating a default under the 2024C Loan Agreement, contest in good faith the reasonableness of any such fees, charges or expenses. Pursuant to Section 4.2 of the 2024C Indenture, the Issuer has authorized the use of certain proceeds of the Series 2024C Bonds to defray the Borrower's obligations under this Section.

Section 3.8. Funding of 2024C Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 2024C Bonds in the manner specified in Article 3.1 of the 2024C Indenture, and the Trustee shall deposit such proceeds in the manner specified in Article 3.1 of the 2024C Indenture.

The Borrower and the Issuer agree that all moneys in any Fund established by the 2024C Indenture may, at the written direction of the Borrower, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024C Indenture.

Section 3.9. Other Amounts Payable by the Borrower. The Borrower covenants and agrees to pay the following:

(a) To the extent Pledged TIF Revenues are not then available, all reasonable fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the Trustee incurred under the 2024C Indenture, as and when the same become due.

(b) To the extent Pledged TIF Revenues are not then available, all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024C Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption, and payment of Series 2024C Bonds.

(c) To the extent Pledged TIF Revenues are not then available, an amount sufficient to reimburse the Issuer for all reasonable expenses incurred by the Issuer under this 2024C Loan Agreement and in connection with the performance of its obligations under this 2024C Loan Agreement or the 2024C Indenture.

(d) All reasonable expenses incurred in connection with the enforcement of any rights under this 2024C Loan Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders.

(e) To the extent Pledged TIF Revenues are not then available (and to the extent such payments may be lawfully made from the Pledged TIF Revenues), all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024C Loan Agreement.

Notwithstanding anything in this Section 3.9 to the contrary, the Borrower may, without creating an event of default as herein defined, after making the payments required by this Section 3.9, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee or the Bondholders.

Section 3.10. Credits on Notes. Notwithstanding any provision contained in this 2024C Loan Agreement or in the 2024C Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the 2024C Bond Fund for payment on the 2024C Bonds (including without limitation [any Bond proceeds to be used for Capitalized Interest Costs and] any Pledged TIF Revenues) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) the principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in

connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

Section 3.11. Completion of Project. (a) Borrower agrees that it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by not later than _____ ___, 202__.

(b) Upon its determination that the Project has been completed, the Borrower shall deliver to the Trustee, the Bondholders, and the Issuer by a certificate signed by an authorized representative of Borrower stating that, except for amounts retained by Trustee at Borrower's direction for any Costs of Construction not then due and payable or being contested in good faith, (i) the construction of the Project has been completed and any and all labor, services, materials and supplies used in such construction have been paid for, (ii) all other items necessary in connection with the Project have been constructed and all costs and expenses incurred in connection therewith have been paid, and (iii) the Project meets the required standards set forth in Exhibit A-2 (such certificate, the "Certificate of Completion"). Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

(c) Upon receipt of the Certificate of Completion, the Issuer shall determine in its reasonable discretion whether or not the Project has been completed in accordance with the required standards set forth on Exhibit A-2. If the Issuer determines that the Project has been completed in the accordance with the required standards set forth in Exhibit A-2, the Issuer shall approve the Certificate of Completion and deliver such approved Certificate of Completion to the Trustee.

(d) Upon receipt of the Certificate of Completion approved by the Issuer, the Trustee shall in accordance with Section 4.5 of the 2024C Indenture deem the Borrower to have purchased all of the 2024C Bonds if any principal amount of the 2024C Bonds remain unpurchased at the time the Trustee receives the Certificate of Completion.

. The Borrower Agrees to perform all material matters provided by the Project Agreement to be performed by the Borrower and to comply with all material provisions of the Project Agreement applicable to the Borrower, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement to be an event of default by the Borrower or, with the passage of time or the giving of notice, or both would constitute an event of default on the part of the Borrower, under the Project Agreement. The Borrower hereby reconfirms all of the Borrower's covenants in the Project Agreement.

(End of Article III)

ARTICLE IV.

DEEMED PURCHASE OF SERIES 2024C BONDS

Section 4.1. Deemed Purchase of the Series 2024C Bonds. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and the Bond Purchaser shall be deemed to have purchased the Series 2024C Bonds in the same principal amount as the Cost of Construction of the Project, including Bond Issuance Costs, which the Trustee shall record upon receipt by the Trustee of the written request approved by the Borrower and signed by the Authorized Representative of the Issuer in substantially the form of Exhibit B of the Indenture.

Section 4.2. Pledged TIF Revenues. The Issuer covenants that, to the extent collected, it will pay the Pledged TIF Revenues to the Trustee as provided in Section 4.7 of the Indenture, provided that the Issuer shall have no other obligation with respect to the payment of the Series 2024C Bonds. Prepayment. The Series 2024C Note may be prepaid, in whole or in part, on any date at the principal amount thereof and without premium, plus in each case accrued interest to the date fixed for redemption.

To exercise such option to prepay the Series 2024C Note, in whole or in part, the Borrower must cause funds to be deposited with the Trustee to pay the principal of, premium, if any, and accrued interest on the portion of the Series 2024C Note to be prepaid and the corollary redemption of the Series 2024C Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2024C Bonds shall be credited against the installment or installments of principal due on the Series 2024C Note corresponding to the maturity of the Series 2024C Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2024C Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

Section 4.4. Mandatory Prepayment Upon Cancellation of Bonds. Redemption of Bonds with proceeds derived under Section 3.10 hereof shall be deemed prepayment of the Notes in the same amount as the amount of Bonds redeemed.

Section 4.5. Notice of Prepayment. The Borrower shall give the Trustee not less than five (5) days prior written notice of any prepayment of the Series 2024C Note pursuant to Sections 4.3 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2024C Bonds in the amounts corresponding to the Series 2024C Note to be prepaid.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Borrower to pay any installment of interest, principal, or any premiums, on any Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise, unless the Requisite Bondholders shall have consented thereto;

(ii) failure of the Borrower to observe and perform any other covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the Borrower, unless the Requisite Bondholders shall have consented thereto;

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(v) Any event of default under Section 7.1 of the 2024C Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024C Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this 2024C Loan Agreement or in aid of

the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024C Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this 2024C Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this 2024C Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. *Notwithstanding anything in this 2024C Loan Agreement to the contrary, the Requisite Bondholders shall control the declaration or waiver of events of default under Section 5.1, and may exercise, and shall control the exercise of, all remedies under this 2024C Loan Agreement, including those set forth in Sections 5.1 and 5.2.*

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024C Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024C Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024C Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024C Loan Agreement or the 2024C Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024C LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this 2024C Loan Agreement. Subject to the provisions of Article X of the 2024C Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this 2024C Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the 2024C Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this 2024C Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024C Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024C Loan Agreement for Benefit of Parties Hereto. Nothing in this 2024C Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, and the holder of the Notes, any right, remedy or claim under or by reason of this 2024C Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024C Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024C Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024C Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024C Loan Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024C Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fishers, Indiana
One Municipal Drive
Fishers, Indiana 46038

To the Borrower:	CityView Fishers, LLC c/o CRG Residential 805 City Center Drive, Suite 160 Carmel, Indiana 46032 Phone: (317) 575-9400 e-mail: gchapman@crgresidential.com Attn: Grant Chapman, Dir. of Legal & Partnerships
To the Trustee:	_____ _____ _____

Section 9.5. Successors and Assigns. Whenever in this 2024C Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024C Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Borrower may not assign its rights or obligations under this 2024C Loan Agreement without the consent of the Issuer and the Bondholders, which may be withheld in their absolute discretion, except in compliance with Section 3.3 of this 2024C Loan Agreement.

Section 9.6. Counterparts. This 2024C Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024C Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024C Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

Section 9.8. 2024C Indenture Provisions. The 2024C Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this 2024C Loan Agreement and the execution of this 2024C Loan Agreement shall constitute conclusive evidence of approval of the 2024C Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the 2024C Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the 2024C Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the 2024C Indenture as fully as if the Borrower were a party to the 2024C Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this 2024C Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

_____

_____

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

_____
Controller

041524

EXHIBIT A-1

PROJECT

The Project consists of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, including the costs of issuance of or other financing costs related to the Bonds. The Project shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

EXHIBIT B

_____

NOTE, SERIES 2024C

FOR VALUE RECEIVED, the undersigned, _____ ("Borrower"), a _____ organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fishers, Indiana ("Issuer"), in immediately available funds, the principal sum of $_____ and interest thereon, during the term of the 2024C Loan Agreement (the "2024C Loan Agreement") dated as of _____, 2024 between Issuer and Borrower, commencing one business day prior to _____, and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 2024C Bonds (as hereinafter defined), all subject to the credits described in the 2024C Loan Agreement and to the presence of other available money for such installment in the 2024C Bond Fund under the 2024C Trust Indenture (including without limitation any Pledged TIF Revenues) dated as of _____ 1, 2024 between the Issuer and _____, as Trustee (the "Trustee").

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue)" (the "Series 2024C Bonds"). All of the terms, conditions and provisions of the 2024C Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the 2024C Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the 2024C Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason. Notwithstanding the foregoing, the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under this Note, all as more fully provided in the 2024C Loan Agreement and such Trust 2024C Indenture.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the 2024C Loan Agreement.

In certain events and in the manner set forth in the 2024C Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the 2024C Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with

reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the 2024C Loan Agreement shall have the meanings assigned to them in the 2024C Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of _____, 2024.

Issue Date: _____

_____

_____

ENDORSEMENT

Pay, without recourse, to _____, as Trustee under the Trust Indenture dated as of _____1, 2024, from the undersigned.

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Controller

DMS 23889754.1

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers on this 20th day of MAY, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 20th day of May 2024, at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ May 20, 2024
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Richard J. Hall.

041524

2024C FINANCING AGREEMENT

BETWEEN

CITYVIEW FISHERS, LLC

AND

CITY OF FISHERS, INDIANA

$_____

TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2024C
(CITYVIEW TAX INCREMENT REVENUE)

Dated as of _____ ___, 2024

The rights of the Issuer hereunder have been assigned to _____, as Trustee under a 2024C Trust Indenture dated as of _____ 1, 2024, from the Issuer.

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2024C FINANCING AGREEMENT

This 2024C FINANCING AGREEMENT, dated as of _____ ___, 2024 ("2024C Financing Agreement") between CITYVIEW FISHERS, LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana ("Company") and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana ("Issuer").

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

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1, the City of Fishers Economic Development Commission (the "Economic Development Commission") held a public hearing regarding the Project (as defined herein), and, upon finding that the Project and the proposed financing of the acquisition, construction, equipping, installation and improvement thereof (i) will create or retain employment opportunities in the Issuer, (ii) will benefit the health and general welfare of the citizens of the Issuer and the State, and (iii) will comply with the purposes and provisions of the Act, the Economic Development Commission adopted a resolution, and the Common Council of the Issuer adopted an ordinance, approving the proposed financing for the Project; and

WHEREAS, the Issuer intends to issue its City of Fishers, Indiana Taxable Economic Development Revenue 2024C Bonds, Series 2024C (CityView Tax Increment Revenue), in the aggregate principal amount of $_____ (the "2024C Bonds"), pursuant to a Trust Indenture, dated as of _____ 1, 2024 (the "2024C Indenture"), by and between the Issuer and _____, as trustee (the "Trustee"), for the purpose of providing (or being deemed to provide) funds to pay a portion of the costs of the Project and costs related to the issuance of the 2024C Bonds; and

WHEREAS, this 2024C Financing Agreement provides for the use of a portion of the proceeds of the 2024C Bonds by the Company for the purpose of paying a portion of the costs of the Project; and

WHEREAS, the 2024C Bonds issued under the 2024C Indenture will be payable solely from the Trust Estate (as defined in the 2024C Indenture), which includes the Pledged TIF Revenues.

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

(end of recitals)

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this 2024C Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the 2024C Indenture. As used in this 2024C Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9, -12, -14 and -25.

"Allocation Area" means the CityView Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" mean the Series 2024C Bonds and any Additional Bonds issued under the 2024C Indenture.

"Company" means CityView Fishers, LLC, a limited liability company, duly organized and validly existing under the laws of the State and qualified to do business in the State, or any successors thereto permitted under Section 3.3 hereof.

"Costs of Construction" shall have the same meaning as set forth in the 2024C Indenture.

"Economic Development Commission" means the City of Fishers Economic Development Commission.

"Issuer" or "City" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State or any successor to its rights and obligations under the 2024C Financing Agreement and the 2024C Indenture.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024C Indenture.

"Paying Agent" means _____ and any successor paying agent or co-paying agent.

"Pledge Resolution" means Resolution No. FRC _____, adopted by the Redevelopment Commission on _____ ____, 2024.

"Pledged TIF Revenues" means one hundred percent (100%) of the Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution.

"Project" means the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, together with related improvements to be located in the Allocation Area, including the costs of issuance of or other financing costs related to the 2024C Bonds. The Project shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

"Project Agreement" means the Project Agreement, dated July 13, 2023, by and among, the Issuer, the Redevelopment Commission, the Economic Development Commission, and the Company, as may be supplemented and amended from time to time by the parties thereto in accordance with the terms thereof.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation; (iv) any money market fund, sweep account, mutual fund or trust, which may be funds or trusts of the Trustee or Paying Agent, as shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated, at the time of purchase, in the highest category by Moody's Investors Service or Standard & Poor's Ratings Group; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee or third-party bank, as custodian of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated, at the time of purchase, in one of the three highest rating categories of either Moody's Investors Service or Standard & Poor's Ratings Group, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

"Series 2024C Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue).

"State" means the State of Indiana.

"Tax Increment" means all real property tax proceeds attributable to the assessed valuation within the Allocation Area as of each January 1 in excess of the base assessed value, as described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the 2024C Indenture.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the 2024C Indenture, and shall initially mean _____.

"2024C Bond Fund" means the 2024C Bond Fund established by Section 4.2 of the 2024C Indenture.

"2024C Bond Purchaser" means CityView Fishers, LLC.

"2024C Indenture" means the Trust Indenture dated as of _____ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024C Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This 2024C Financing Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024C Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

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

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

(e) Any terms not defined herein but defined in the 2024C Indenture shall have the same meaning herein.

(f) Any terms not defined herein or in the 2024C Indenture but defined in the Project Agreement shall have the same meaning herein.

(g) The terms defined elsewhere in this 2024C Financing Agreement shall have the meanings therein prescribed for them.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; DEEMED USE OF SERIES 2024C BOND PROCEEDS

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

(a) The Issuer is a political subdivision and municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024C Financing Agreement and to carry out its obligations hereunder.

(b) The Issuer agrees to provide funds from the issuance of the Series 2024C Bonds (or to be deemed to provide such funds) for financing the construction of the Project for the benefit of the holders of the Bonds, to create or retain existing employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of the City and the State, and to secure the Bonds by pledging certain of its rights and interest in this 2024C Financing Agreement.

(c) This 2024C Financing Agreement has been duly executed and delivered by the Issuer and, assuming due execution by the Company, constitutes the legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

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

(a) It is a limited liability company duly organized and validly existing under the laws of the State and authorized to do business in the State, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024C Financing Agreement, has full power to enter into and perform its obligations under this 2024C Financing Agreement, and by proper action has duly authorized the execution and delivery of this 2024C Financing Agreement.

(b) The Project is of the type authorized and permitted by the Act.

(c) The Company intends to operate or cause the Project to be operated as an economic development facility under the Act, until the expiration or earlier termination of this 2024C Financing Agreement as provided herein.

(d) The provision of financial assistance to be made available to it under this 2024C Financing Agreement from the proceeds of the 2024C Bonds and the commitments therefor made by the Issuer have aided and induced the Company to undertake the Project and such project will create jobs and employment opportunities within the boundaries of the Issuer. The Company reasonably anticipates that the Project will result in the diversification of industry and the creation of jobs and business opportunities in the Issuer.

(e) All of the proceeds from the 2024C Bonds (including any income earned on the investment of such proceeds) will be used solely for Costs of Construction and costs of issuance of the 2024C Bonds.

(f) Neither the execution and delivery of this 2024C Financing Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this 2024C Financing Agreement, will contravene the Company's formation or governing documents or any law or any governmental rule, regulation or order presently binding on the Company or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement.

(g) The execution, delivery and performance by the Company of this 2024C Financing Agreement do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(h) This 2024C Financing Agreement has been duly executed and delivered by the Company and, assuming due execution by the Issuer, constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(i) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Company or might impair the ability of the Company to perform its obligations under this 2024C Financing Agreement.

(j) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024C Financing Agreement.

(k) Each of the representations, warranties and agreements of the Company set forth in the Project Agreement are accurate as if made by the Company and, as applicable, the Company on and as of this date. All of the conditions and agreements required in the Project Agreement to be satisfied or performed by the Company at or prior to the execution of this 2024C Financing Agreement and the issuance of the Bonds, have been satisfied and performed, or waived by the parties, in the manner and with the effect contemplated therein.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE ISSUER AND OF THE COMPANY

Section 3.1. Consent to Assignments to Trustee. The Company acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024C Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, other than the rights of the Issuer to execute and deliver supplements and amendments to this 2024C Financing Agreement pursuant to Section 7.1 hereof, the rights retained by the Issuer pursuant to Section 5.1(d), and the rights granted to the Issuer under Section 3.5 hereof and Sections 4.4 and 4.5 of the 2024C Indenture.

Section 3.2. Issuance of Bonds; Payment of Principal and Interest. (a) The Issuer shall issue the Bonds as required by and in satisfaction of its obligation under Section 4 of the Project Agreement. In accordance with the 2024C Indenture, the Bonds are payable solely and only from Pledged TIF Revenues as pledged to the Issuer by the Redevelopment Commission pursuant to the Pledge Resolution. Under no circumstances shall the Company be liable for making any payments due under the Bonds.

(b) The Company shall not submit and the Issuer shall not approve any request for a deemed purchase of the principal amount of the Bonds pursuant to Section 4.5 of the 2024C Indenture so long as an event of default has been declared under the 2024C Indenture or this 2024C Financing Agreement.

(c) In accordance with Sections 4.2 and 4.5 of the 2024C Indenture, the Issuer shall transfer to the Trustee for deposit in the 2024C Bond Fund (as defined in the 2024C Indenture), on or before each January 15 and July 15, the Pledged TIF Revenues in an amount equal to the lesser of (i) the amount of all of such Pledged TIF Revenues, or (ii) an amount sufficient to pay the principal of and interest due on the Bonds on the next February 1 or August 1 (including any overdue principal and interest on outstanding Bonds, with interest continuing to accrue on such overdue amounts at the stated rate on such Bonds until paid), together with Trustee fees as described in the 2024C Indenture

Section 3.3. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Company agrees to pay directly to the Trustee so long as there are Bonds Outstanding (i) all fees, charges and expenses, including agent and counsel fees, of the Trustee and the paying agents incurred under the 2024C Indenture, as and when the same become due; (ii) all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Bonds; (iii) an amount sufficient to reimburse the Issuer for all expenses incurred by the Issuer under the 2024C Financing Agreement and in connection with the performance of its obligations under the 2024C Financing Agreement or the 2024C Indenture; (iv) all expenses incurred in connection with the enforcement of any rights under the 2024C Financing Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders; and (v) all other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the 2024C Financing Agreement; provided, however, that the Company may, without creating a default under the 2024C Financing Agreement, contest in good faith the necessity for any such

extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(b) The Company covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds, that the Company shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Company's title to the Project or any part thereof is defective or nonexistent, or whether the Company's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this 2024C Financing Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Company's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this 2024C Financing Agreement; and the Company hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this 2024C Financing Agreement or which releases or purports to release the Company therefrom. Nothing in this 2024C Financing Agreement shall be construed as a waiver by the Company of any rights or claims the Company may have against the Issuer under this 2024C Financing Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this 2024C Financing Agreement that the Company shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this 2024C Financing Agreement for the benefit of the holders of the Bonds.

(c) As long as the Bonds are Outstanding, the Company covenants to pay or cause to be paid all property tax bills for the Project before the tax bills are delinquent.

(d) The obligations of the Company to perform and observe its obligations set forth in any agreement relating to the Bonds or the Project shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer, and the Company shall pay absolutely during the term of this 2024C Financing Agreement all payments required thereunder free of any deductions and without abatement, diminution or set-off; and until such time as the principal of and interest on the Series 2024C Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the 2024C Indenture, the Company: (i) will perform and observe all of its agreements contained in this 2024C Financing Agreement; and (ii) will not terminate this 2024C Financing Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Company to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the Issuer or the Trustee

to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this 2024C Financing Agreement or the 2024C Indenture.

Section 3.4. Maintenance of Corporate Existence. The Company covenants that it will maintain its existence as an Indiana limited liability company, will not to dissolve or otherwise dispose of all or substantially all of its assets, will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it, and will not sell or transfer any ownership interests in the Company in any manner that would result in a change of control of the Company.

Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of the Project Agreement.

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

(a) The acceptance or administration of the 2024C Indenture and 2024C Financing Agreement by the Trustee thereunder or the performance of the Issuer's duties thereunder, except if liability arises from such Trustee's gross negligence or willful misconduct in connection with such action taken such indemnification shall not extend to the Trustee;

(b) Violation of any agreement or condition of this 2024C Financing Agreement or the 2024C Indenture, except by the Issuer or the Trustee;

(c) Violation of any contract, agreement or restriction by the Company relating to the Project, or a part thereof;

(d) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, or a part thereof;

(e) Undertaking construction of the Project, or the failure to undertake the construction of the Project;

(f) Any act, failure to act, or misrepresentation by the Company, or any of the Company's agents, contractors, servants, employees or licensees;

(g) Any act, omitted act, or misrepresentation by the Issuer in connection with or in the performance of any obligation related to the issuance, sale, delivery of (or failure to issue, sell or deliver) the Series 2024C Bonds under this 2024C Financing Agreement or the 2024C Indenture, or any other agreement executed by or on behalf of the Issuer (provided that nothing in this clause should be construed to indemnify or release the Issuer from any liability which it would otherwise have had arising from the intentional misrepresentation, gross negligence or willful misconduct on the part of the Issuer other than as contemplated in this 2024C Financing Agreement); and

(h) The authorization, issuance, sale, trading, redemption, or servicing of the Series 2024C Bonds and the provision of any information or certification furnished by the Company in connection therewith, concerning the Series 2024C Bonds and the Project.

The indemnity provided by this Section 3.5 shall survive the resignation or removal of the Trustee and the termination of the 2024C Indenture and this 2024C Financing Agreement.

Section 3.6. Payment of Expenses of Issuance of Series 2024C Bonds. The Company agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, first year annual trustee fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024C Bonds.

Section 3.7. Funding of 2024C Indenture Funds; Investments. On the date of issuance of the Series 2024C Bonds, the 2024C Bond Purchaser shall deposit $_____ with the Trustee in accordance with Section 3.1 of the 2024C Indenture, and the Trustee shall deposit such proceeds in the Cost of Issuance Fund established under the 2024C Indenture in the manner specified in Section 3.1 of the 2024C Indenture.

The Company and the Issuer agree that all moneys in any fund established by the 2024C Indenture may, at the written direction of the Issuer, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024C Indenture.

Section 3.8. Other Amounts Payable by the Company. The Company covenants and agrees to pay the following:

(a) All fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee incurred under the 2024C Indenture, as and when the same become due.

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024C Bonds as the same become due and payable, including all costs and expenses in connection with the redemption and payment of Series 2024C Bonds.

(c) An amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer under this 2024C Financing Agreement and in connection with the performance of its obligations under this 2024C Financing Agreement or the 2024C Indenture.

(d) All expenses incurred in connection with the enforcement of any rights under this 2024C Financing Agreement or the 2024C Indenture by the Issuer, the Trustee or the 2024C Bondholders.

(e) All other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the 2024C Financing Agreement.

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

Section 3.9. Completion of Project. The Company agrees that it will use its best efforts to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by _____ ___, 202_.

Section 3.10. Sale, Substitution, or Lease of Project. The Company may sell, lease or transfer or otherwise dispose of the Project or any portion; provided however the sale, lease or transfer or other disposition shall not relieve the Company from liability from all payments due under this 2024C Financing Agreement and the performance of all of the other obligations of this 2024C Financing Agreement.

Section 3.11. Project Agreement. The Company agrees to perform all material matters provided by the Project Agreement to be performed by the Company and to comply with all material provisions of the Project Agreement applicable to the Company, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement to be an event of default by the Company or, with the passage of time or the giving of notice, or both, would constitute an event of default on the part of the Company under the Project Agreement. The Company hereby reconfirms all of Company's covenants in the Project Agreement.

(End of Article III)

ARTICLE IV.

APPLICATION OF SERIES 2024C BOND PROCEEDS

Section 4.1. Deemed Purchase of the Series 2024C Bonds. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and the 2024C Bond Purchaser shall be deemed to have purchased the Series 2024C Bonds in the same principal amount as the (1) 2024C Bond Issuance Costs and (2) Costs of Construction which the Trustee shall record upon receipt by the Trustee of the written request approved by the Redevelopment Commission and signed by the Authorized Representative of each of the 2024C Bond Purchaser and the Company in substantially the form of Exhibit B of the 2024C Indenture.

Section 4.2. Pledged TIF Revenues. The Issuer covenants that, to the extent collected, it will pay the Pledged TIF Revenues to the Trustee as provided in Section 4.7 of the 2024C Indenture, provided that the Issuer shall have no other obligation with respect to the Series 2024C Bonds.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) breach by the Company of any of its covenants under Section 3.3 or 3.10 of this 2024C Financing Agreement;

(ii) failure of the Company to observe and perform any covenant, condition or provision hereof and to remedy such default within 30 days after written notice thereof from the Trustee to the Company;

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Company of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Company generally to pay its debts as such debts become due, or the taking of corporate action by the Company in furtherance of any of the foregoing; or

(v) Any event of default under Section 7.1 of the 2024C Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024C Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or provided by law.

(c) Upon the occurrence of an event of default described in this Section 5.1 (except an event of default under Section 5.1(a)(v) which results from an event of default under Section 7.1(b) of the 2024C Indenture):

(i) Right to Bring Suit, Etc. The Trustee shall, upon written direction by the Requisite Bondholders and upon receipt of indemnity in accordance with the 2024C Indenture, with or without entry, personally or by attorney, proceed to protect and enforce its rights by a suit or suits in equity or at law as directed in writing by the Requisite Bondholders, whether for damages or for the specific performance of any covenant or agreement contained in this 2024C Financing Agreement or in aid of the execution of any

power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Company on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024C Financing Agreement, the Company will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Company.

(d) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an event of default by the Company arising from a breach of representations or the covenants of the Company set forth in this 2024C Financing Agreement, the Issuer may in its discretion, proceed to protect and enforce its rights under this 2024C Financing Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance, including the recovery of reasonable attorney's fees.

Section 5.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024C Financing Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.4. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Company will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024C Financing Agreement; and the Company hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.5. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024C Financing Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024C Financing Agreement or the 2024C Indenture shall be deemed to be a covenant or agreement of any member of the Issuer or the Redevelopment Commission or of any officer or employee of the Issuer, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. Liability of Issuer. Any and all obligations of the Issuer under this 2024C Financing Agreement are special, limited obligations of the Issuer, payable solely out of the Pledged TIF Revenues and the other revenues and income derived under this 2024C Financing Agreement and as otherwise provided under this 2024C Financing Agreement and the 2024C Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024C FINANCING AGREEMENT

Section 7.1. Supplements and Amendments to this 2024C Financing Agreement. Subject to the provisions of Article X of the 2024C Indenture, the Company and the Issuer may from time to time enter into such supplements and amendments to this 2024C Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If provision shall have been made for the satisfaction and discharge of the 2024C Indenture as provided therein, then and in that case, 2024C Financing Agreement, and the covenants of the Company contained herein, shall be discharged and the Issuer and the Trustee in such case on demand of the Company and at its cost and expense, shall execute and deliver to the Company a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024C Financing Agreement.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024C Financing Agreement for Benefit of Parties Hereto. Nothing in this 2024C Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, the Trustee and the holder of the Series 2024C Bonds any right, remedy or claim under or by reason of this 2024C Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024C Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Series 2024C Bonds.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024C Financing Agreement or in the Series 2024C Bonds shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024C Financing Agreement shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein provided for, or shall be adjudicated to be so provided for herein, neither the Company nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024C Financing Agreement inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024C Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Fishers Attn: Lindsey Bennett, City Attorney 3 Municipal Drive Fishers, Indiana 46038
With a copy to:	Jennifer C. Messer (via email at jennifercmesserlaw@gmail.com)
To the Company:	CityView Fishers, LLC c/o CRG Residential 805 City Center Drive, Suite 160 Carmel, Indiana 46032

Phone: (317) 575-9400
e-mail: gchapman@crgresidential.com
Attn: Grant Chapman, Dir. of Legal & Partnerships

With a copy to: _____
e-mail: _____

To the Trustee: _____
Attn: Corporate Trust Services
_____
_____

Section 9.5. Successors and Assigns. Whenever in this 2024C Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024C Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Company may not assign its rights or obligations under this 2024C Financing Agreement without the consent of the Bondholders, which may be withheld in their absolute discretion, unless Section 3.3 of this 2024C Financing Agreement has been complied with.

Section 9.6. Counterparts. This 2024C Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024C Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024C Financing Agreement and the rights and obligations of the parties hereunder and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State.

(End of Article IX)

IN WITNESS WHEREOF, the Company and the Issuer have caused this 2024C Financing Agreement to be executed in their respective names, all as of the date first above written.

CITYVIEW FISHERS, LLC

By: _____

Printed: _____

Title: _____

[*Company's signature page to the 2024C Financing Agreement*]

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

_____
Controller

[*City's signature page to the 2024C Financing Agreement*]

2024C TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

_____,

As Trustee

$_____

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2024C
(CITYVIEW TAX INCREMENT REVENUE)

Dated as of _____ 1, 2024

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of _____ 1, 2024, by and between the CITY OF FISHERS, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, and _____, a national banking association, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Indiana with a corporate trust office in Indianapolis, Indiana, as trustee (the "Trustee");

WITNESSETH:

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

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced CityView Fishers, LLC (the "Company") to proceed with the Project (as defined herein), by offering to issue its Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the aggregate principal amount of $_____ ("2024C Bonds") pursuant to this 2024C Trust Indenture ("2024C Indenture") and to provide the proceeds thereof to the Company pursuant to the 2024C [Loan/Financing] Agreement, dated as of _____ 1, 2024, for the purpose of paying costs of the Project, including the costs of issuing the 2024C Bonds; and

WHEREAS, the execution and delivery of this 2024C Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

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

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

WHEREAS, the execution and delivery of this 2024C Indenture, and the issuance of the 2024C Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this 2024C Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders

thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this 2024C Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

All right, title and interest of the Issuer in and to the Pledged TIF Revenues (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this 2024C Indenture or any other instrument), the 2024C [Loan/Financing] Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the funds and accounts created hereunder;

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this 2024C Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this 2024C Indenture, the following words and terms as used in this 2024C Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this 2024C Indenture.

"Allocation Area" means the CityView Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area.

"Administrative Fees" means, collectively, the Trustee Fees and Issuer Fees.

"Agreed Interest Rate" means [0.00% per annum until the Project has reached substantial completion date as evidenced by a certification in writing by the Company and after which point means] _.__% per annum

"Authorized Representative" means, as to the Company, any officer of the Company or any other person certified in writing to the Trustee by an officer of the Company to be such; and as to the Issuer, the Mayor and the Controller or any other person so designated by resolution of the Common Council provided to the Trustee. The Trustee shall be provided with incumbency certificates for each Authorized Representative.

"Bond Counsel" means nationally recognized bond counsel.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated _____ __, 2024, between the Issuer and the Bond Purchaser, as amended.

"Bond Purchaser" means CityView Fishers, LLC.

"Bondholders" means registered owners of the Bonds issued pursuant to this 2024C Indenture, including the 2024C Bonds.

"Bonds" means any Bonds to be issued pursuant to this 2024C Indenture, including the 2024C Bonds.

"Company" means CityView Fishers, LLC, a limited liability company duly organized and validly existing under the laws of the State and qualified to do business in the State, or any successors thereto permitted under Section 3.3 hereof.

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

(i) the "Bond Issuance Costs," namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Company in connection with the issuance and sale of the 2024C Bonds, the fees and disbursements of Bond Counsel, the fees, including acceptance fees and first year trustee fees payable in advance and disbursements of counsel to the Trustee, fees of the Issuer's municipal advisor, the acceptance fee and first annual payment of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the 2024C Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Company, the fees and disbursements of the Company's accountants, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchasers of the Bonds, the costs of preparing or printing the 2024C Bonds and the documentation supporting the issuance of the 2024C Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

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

(iii) all costs and expenses of construction, renovation, acquisition of equipment, site preparation, environmental remediation and abatement, engineering services, including the costs of the Issuer or the Company for test borings, surveys, estimates, plans and specifications and preliminary investigation therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction and equipping of the Project and capitalized interest;

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

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

"Economic Development Commission" means the City of Fishers Economic Development Commission.

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

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

"Interest Payment Date" on the 2024C Bonds means each February 1 and August 1, commencing _____ ___, 202__.

"Issuer" means the City of Fishers, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the 2024C [Loan/Financing] Agreement and this 2024C Indenture.

"Issuer Fees" means all expenses incurred by the Issuer under the 2024C [Loan/Financing] Agreement and in connection with the performance of its obligations under the 2024C [Loan/Financing] Agreement or this 2024C Indenture.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this 2024C Indenture, except:

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

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

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

"Paying Agent" means _____ and any successor paying agent or co-paying agent.

"Pledge Resolution" means Resolution No. _____, adopted by the Redevelopment Commission on _____ ___, 2024.

"Pledged TIF Revenues" means the Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution.

"Project" means the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility all of which shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

"Project Agreement" means the Project Agreement among HighGround Fishers I, LLC (now known as CityView Fishers, LLC), the City, the Economic Development Commission, and the Redevelopment Commission, dated July 13, 2023.

"Qualified Investments" shall have the meaning assigned in the 2024C [Loan/Financing] Agreement.

"Record Date" means the fifteenth day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

"Registered Owner" means the registered owner of the Bonds issued pursuant to this 2024C Indenture.

"Registrar" means _____, and any successor registrar.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds.

"2024C Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the aggregate principal amount of $_____.

"Trust Estate" means the funds and accounts, Pledged TIF Revenues and other assets described in the Granting Clauses of this 2024C Indenture.

"Trustee" means _____, the party of the second part hereto, and any successor trustee or co-trustee.

"Trustee Fees" means the acceptance fee, annual fees and expenses of the Trustee as set forth in Exhibit C together will all other fees, charges and expenses of the Trustee incurred under this 2024C Indenture and all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds including all costs and expenses in connection with the call, redemption and payment of the Bonds.

"2024C [Loan/Financing] Agreement" means the 2024C [Loan/Financing] Agreement, dated as of _____ 1, 2024, between the Company and the Issuer and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024C Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This 2024C Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024C Indenture as a whole and not to any particular Article, Section or other subdivision.

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

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

(e) Any terms not defined herein but defined in the 2024C [Loan/Financing] Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024C Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024C Indenture:

Exhibit A: Bond Issuance Costs
Exhibit B: Written Request
Exhibit C: Trustee Fees

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of 2024C Bonds. No Bonds may be issued under the provisions of this 2024C Indenture except in accordance with this Article. The principal amount of the 2024C Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to $_____. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of 2024C Bonds. The 2024C Bonds shall be designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, 2024C (CityView Tax Increment Revenue)." The 2024C Bonds shall be originally issuable as fully registered Bonds in denominations of $100,000 and integral multiples of $1,000 in excess thereof and shall be lettered and numbered R-1 and upward, or in any other manner acceptable to the Trustee and the Issuer. Interest on the Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such 2024C Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such 2024C Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Record Date next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the designated office of the Paying Agent and mailed to such Bondholder one business day prior to each Interest Payment Date. The 2024C Bonds shall be dated as of the date of their delivery. The Outstanding Bonds shall bear interest at the Agreed Interest Rate. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the 2024C Bonds shall be payable semiannually on each Interest Payment Date.

The 2024C Bonds shall mature on February 1 and August 1, beginning _____ ___, 202__ and ending _____ ___, 204__, and amounts with interest at the rate per annum as follows:

Date	Amount	Interest Rate	Date	Amount	Interest Rate

[The 2024C Bonds maturing on _____, _____, and _____, shall be the "Term Bonds" and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 4.01(b).]

Section 2.3. Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts at the designated corporate trust operations office of the Trustee without presentation of the Bonds, provided however, presentation of the Bonds is required for payment of the final principal installment. Except as provided below, all payments on the 2024C Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the 2024C Bonds by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee, or by such other method acceptable to the Trustee, requested by and at the risk of the Bondholder, including by wire transfer as a registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of the Bondholder to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by the Bondholder, or, if payment is made to a depository, by wire transfer of immediately available funds on the interest payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. If the Bondholder, the Company, the Issuer, and the Trustee agree in writing, payments on the Bonds may, upon assignment by the registered holder of the Bonds, be payable by the Issuer to assignee at the written directions of the registered holder of the Bonds.

Section 2.4. Execution; Limited Obligation. The 2024C Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Controller and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the 2024C Bonds. If any officer whose signature or facsimile signature shall appear on the 2024C Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The 2024C Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The 2024C Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of funds and accounts held under the 2024C Indenture and the Pledged TIF Revenues, pledged and assigned for their payment in accordance with the 2024C Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the 2024C Bonds. The 2024C Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the 2024C Bonds. No covenant or agreement

contained in the 2024C Bonds or the 2024C Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the 2024C Bonds shall be liable personally on the 2024C Bonds or be subject to any personal liability or accountability by reason of the issuance of the 2024C Bonds.

Section 2.5. Authentication. No 2024C Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this 2024C Indenture unless and until the certificate of authentication on such 2024C Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such 2024C Bond has been authenticated and delivered under this 2024C Indenture. The Trustee's certificate of authentication on any 2024C Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the 2024C Bonds issued hereunder.

Section 2.6. Form of Bonds. The 2024C Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this 2024C Indenture, to-wit:

(Form of 2024C Bond)

No. R ___

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024C (CITYVIEW TAX INCREMENT REVENUE)

INTEREST RATE	MATURITY DATE	ORIGINAL DATE	AUTHENTICATION DATE

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Fishers, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from Pledged TIF Revenues (as defined in the hereinafter defined Indenture), hereinafter referred to, pledged and assigned for the payment hereof, the Principal Amount set forth above in the principal amounts and on the principal installment payment dates set forth in Schedule A, or so much of the Principal Amount as shall have been credited as described below, unless this 2024C Bond (as hereinafter defined) shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof, but solely from those payments, at the Interest Rate specified above per annum payable on August 1, 2024, and on each February 1 and August 1 thereafter ("Interest Payment Dates") until the Principal Amount credited is paid in full. Interest on this 2024C Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof ("Interest Date"), except that: (i) if this 2024C Bond is authenticated on or prior to July 15, 2021, the Interest Date shall be the Original Date specified above; (ii) if this 2024C Bond is authenticated on or after the fifteenth day of the month preceding an Interest Payment Date ("Record Date"), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this 2024C Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full. Principal installments on the 2024C Bonds shall be payable (solely from the sources set forth herein) as set forth in Schedule A hereto (such schedule to be updated as deemed purchases of the 2024C Bonds occur as provided in Section 4.5 of the below-described Indenture).

The proceeds of this 2024C Bond or credits related thereto may be advanced from time to time at the written request of the Company, subject to the approval of the Issuer. As advances are made or credits given in the form of expenditures on the Project, the unpaid principal amount of this 2024C Bond shall be the total amounts advanced or credited by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Schedule A hereto. The principal amounts advanced or given as credits toward an advance shall be evidenced by the execution by the Authorized Representative of the Company of a disbursement request, approved in accordance with the terms of the 2024C [Loan/Financing] Agreement by an Authorized Representative of the Issuer in form and substance satisfactory to the Registered Owner. Such advances made by the City to the Company shall be promptly notified in writing to the Trustee.

The principal of this 2024C Bonds is payable at the corporate trust operations office of _____, as Trustee, located in _____, _____, or at the principal office of any successor trustee or paying agent, or by wire transfer of immediately available funds on the payment date to any registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or by wire transfer of immediately available funds on the Interest Payment Date, to any registered owner of the aggregate

amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day.

This Bond is the only one of an authorized issue of the Issuer's Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) (hereinbefore and hereinafter the, "2024C Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of $_____. The 2024C Bonds are being issued for the purpose of providing funds to finance the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility to be located in the City ("Project"), to be constructed by CityView Fishers, LLC (the "Company"), and costs of issuance, by providing such funds to the Company pursuant to the 2024C [Loan/Financing] Agreement, dated as of _____ 1, 2024 ("2024C [Loan/Financing] Agreement") between the Company and the Issuer.

The 2024C Bonds are issued under and entitled to the security of a 2024C Trust Indenture dated as of _____ 1, 2024 ("2024C Indenture") duly executed and delivered by the Issuer to _____, as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which 2024C Indenture, the Pledged TIF Revenues and all rights of the Issuer under the 2024C [Loan/Financing] Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the 2024C [Loan/Financing] Agreement, are pledged and assigned by the Issuer to the Trustee as security for the 2024C Bonds. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS 2024C BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE 2024C INDENTURE AND THIS 2024C BOND, AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Bonds.

2. It is familiar with the Issuer, the Fishers Redevelopment Commission ("Commission") and the Fishers Redevelopment District ("District"); it has received such information concerning the Issuer, the 2024C Bonds, the 2024C Indenture and the Pledged TIF Revenues, as it deems to be necessary in connection with investment in the 2024C Bonds. It has received, read and had an opportunity to comment upon and has consented to the provisions of the 2024C Indenture, the 2024C Bonds and the 2024C [Loan/Financing] Agreement. Prior to the purchase of the 2024C Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer concerning the terms and conditions of the 2024C Bonds, the tax status of the 2024C Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform (including the hereinafter defined Circuit Breaker), and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP, the Trustee or Lindsey Bennett, City Attorney, for information concerning the financial status of the Issuer, the Economic Development Commission or the District, or the ability of the Issuer or the Economic

Development Commission to honor their financial obligations or other covenants under the 2024C Bonds, the 2024C Indenture or the 2024C [Loan/Financing] Agreement. It understands that the projection of TIF Revenues prepared by Baker Tilly Municipal Advisors, LLC in connection with the issuance of the 2024C Bonds have been based on assessed value estimates provided by the Hamilton County Assessor's Office of the investment in real property by the Company.

3. It understands that the Issuer's collection of the TIF Revenues may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of the property ("Circuit Breaker"). The Issuer may not increase its property tax levy or borrow money to make up any shortfall due to the application of this tax credit. It further understands that neither the Issuer nor the Economic Development Commission has the authority to levy a tax to pay the principal of the 2024C Bonds.

4. It is acquiring the 2024C Bonds for its own account with no present intent to resell; and it will not sell, convey, pledge or otherwise transfer the 2024C Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities law.

5. It has investigated the security for the 2024C Bonds, to its satisfaction, and it understands that the 2024C Bonds are payable solely from Pledged TIF Revenues.

6. It recognizes that: (a) the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein; (b) by rendering such opinions, the attorneys do not become insurers or guarantors of (i) that expression of professional judgment; (ii) the transaction opined upon; or (iii) the future performance of parties to such transaction; and (c) the rendering of the opinions does not guarantee the outcome of any legal dispute that may arise out of the transaction.

7. It understands that the Issuer has no continuing disclosure obligations with regard to the 2024C Bonds.

It is provided in the 2024C Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the 2024C Indenture) from time to time under certain terms and conditions contained therein. (Such Additional Bonds and the 2024C Bonds are hereinafter collectively referred to as the "Bonds.") Reference is made to the 2024C Indenture and to all indentures supplemental thereto and to the 2024C [Loan/Financing] Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this 2024C Bond assents.

The 2024C Bonds are issuable in registered form in the denominations of $100,000 and integral multiples of $1,000 in excess thereof. This 2024C Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the designated corporate trust operations office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the 2024C Indenture and upon surrender and cancellation of

this 2024C Bond. Upon such transfer a new registered bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

[INSERT REDEMPTION TERMS]

This 2024C Bond is transferable by the Registered Owner hereof at the corporate trust operations office of the Trustee upon surrender and cancellation of this 2024C Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new 2024C Bond or 2024C Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor, subject to all of the terms herein.

The 2024C Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The 2024C Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the 2024C Indenture, the Pledged TIF Revenues pledged and assigned for their payment in accordance with the 2024C Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this 2024C Bond. The 2024C Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the 2024C Bonds. No covenant or agreement contained in the 2024C Bonds or the 2024C Indenture shall be deemed to be a covenant or agreement of the Fishers Redevelopment Commission ("Redevelopment Commission"), the Fishers Economic Development Commission (the "Commission"), the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the 2024C Bonds shall be liable personally on the 2024C Bonds or be subject to any personal liability or accountability by reason of the issuance of the 2024C Bonds.

The holder of this 2024C Bond shall have no right to enforce the provisions of the 2024C Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the 2024C Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the 2024C Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the 2024C Indenture, the

principal of all the Bonds issued under the 2024C Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the 2024C Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the 2024C Indenture. The Issuer's obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the 2024C Indenture precedent to and in the issuance of this 2024C Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this 2024C Bond have been duly authorized by the Issuer.

This 2024C Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the 2024C Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fishers, Indiana, in Hamilton County, has caused this 2024C Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal to be hereunto affixed manually or by facsimile and attested by the manual or facsimile signature of its Controller.

CITY OF FISHERS, INDIANA

By:_____
Mayor

(SEAL)

Attest:

_____
Controller

CERTIFICATE OF AUTHENTICATION

This 2024C Bond is one of the 2024C Bonds described in the within-mentioned Indenture.

_____, Trustee

By:_____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within 2024C Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within 2024C Bond on the books kept for registration thereof, with full power of substitution in the premises.

_____

Dated:_____

SIGNATURE GUARANTEED:

_____

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

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within 2024C Bond in every particular, without alteration or enlargement or any change whatever.

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

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

UNIF TRANS MIN ACT. _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act

_____
(State)

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

Schedule A

(End of Bond Form)

Section 2.7. Delivery of 2024C Bonds. Upon the execution and delivery of this 2024C Indenture, the Issuer shall execute and deliver to the Trustee the 2024C Bonds in the aggregate principal amount not to exceed $_____. The Trustee shall authenticate such Bonds and deliver them to the Bond Purchaser thereof upon receipt of:

(i) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the 2024C [Loan/Financing] Agreement and this 2024C Indenture and the issuance of the 2024C Bonds.

(ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the Pledged TIF Revenues to the payment of the 2024C Bonds.

(iii) Executed counterparts of the 2024C [Loan/Financing] Agreement and Indenture.

(iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the 2024C Bonds to the Bond Purchaser in the principal amount not to exceed $_____.

(v) Such other documents as shall be reasonably required by the Bond Purchaser.

The proceeds of the 2024C Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

The 2024C Bonds initially issued and authenticated hereunder shall be registered in the name of the Bond Purchaser.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds in addition to the 2024C Bonds ("Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding entirely one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, (ii) advance refunding entirely one or more series of Bonds outstanding hereunder, regardless of whether such Bonds may otherwise be refunded, if the same is then permitted by law, by depositing with the Trustee, in trust for the sole benefit of such series of Bonds, cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) in a principal

amount which will, together with the income or increment to accrue thereon, be sufficient to pay and redeem (when redeemable) and discharge such series of Bonds at or before their respective maturity dates, and (iii) financing the cost or estimated cost of completing the Project or of acquiring and/or constructing additional improvements to the Project, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

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

(i) A supplement to this 2024C Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof and providing for the disposition of the proceeds of the sale thereof.

(ii) The supplement or amendment to the 2024C [Loan/Financing] Agreement and the other instruments, documents, certificates, and opinions referred to in Article IX of this 2024C Indenture.

(iii) A copy, duly certified by the Clerk of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the 2024C [Loan/Financing] Agreement and the issuance of such Additional Bonds.

(iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this 2024C Indenture, but such Additional Bonds may bear such date or dates and such interest rate or rates, and have such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any 2024C Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate, upon the written direction of the Issuer, a new 2024C Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated 2024C Bond, such mutilated 2024C Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed 2024C Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such 2024C Bond shall have matured, instead of issuing a duplicate 2024C Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed 2024C Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such 2024C Bond with its fees and expenses in this connection. Any 2024C Bond issued pursuant to this Section 2.9 shall be deemed part of the

original series of 2024C Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of 2024C Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the 2024C Bonds as provided in this 2024C Indenture to be kept by the Trustee, which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered 2024C Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to, the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered 2024C Bond or 2024C Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered 2024C Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered 2024C Bond. The Trustee shall not be required to transfer or exchange any fully registered 2024C Bond during the period between the Record Date and any interest payment date of such 2024C Bond, nor to transfer or exchange any 2024C Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered 2024C Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF 2024C Bonds PROCEEDS

Section 3.1. Deposit of Funds. On the date of issuance of the 2024C Bonds, $_____ shall be deposited by the Bond Purchaser into the Cost of Issuance Fund. No further deposits by the Bond Purchaser shall be required pursuant to this 2024C Indenture. The remaining proceeds of the 2024C Bonds or credits related thereto may be advanced from time to time at the request of the Company, subject to the approval of the Issuer pursuant to Section 4.5 hereof.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this 2024C Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. 2024C Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "2024C Bond Fund." Money in the 2024C Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the 2024C Bond Fund, as and when received by the Trustee: (a) Pledged TIF Revenues, as provided in Section 4.7; (b) all interest and other income derived from investments of 2024C Bond Fund moneys as provided herein; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the 2024C [Loan/Financing] Agreement which are required or which are accompanied by directions that such moneys are to be paid into the 2024C Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding, it will deposit, or cause to be paid to Trustee for deposit in the 2024C Bond Fund for its account, sufficient sums of the Pledged TIF Revenues promptly to meet and pay the principal of and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the 2024C Bond Fund, funds from any source other than receipts derived from the Pledged TIF Revenues.

Moneys in the 2024C Bond Fund shall be used by the Trustee to pay Administrative Fees and then to pay interest and principal on the Bonds as they become due upon each Interest Payment Date, at maturity or upon redemption. The Trustee shall transmit such funds to the Paying Agent for the 2024C Bonds in sufficient time to insure that such interest will be paid as it becomes due. If Pledged TIF Revenues on deposit in the 2024C Bond Fund are not sufficient to pay the principal and interest then due, Pledged TIF Revenues shall be applied first to pay unpaid interest and then to unpaid and due principal; provided, however, that no interest shall be due or paid on any unpaid interest.

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

The Trustee shall deposit in the Surplus Fund, as and when received, all Tax Increment Revenues in excess of payments due on the Bonds and/or Annual Fees on the next Interest Payment Date as provided in Section 4.2 hereof. Without further action or authorization, Tax Increment

Revenues in the Surplus Fund shall be used (i) to pay amounts due on the Bonds and (ii) to redeem or defease the Series 2024C Bonds in whole or in part in increments of $1,000.

Section 4.4. Cost of Issuance Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Cost of Issuance Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Issuer shall use the amount deposited to the Cost of Issuance Fund pursuant to Section 3.1 hereof to pay Bond Issuance Costs set forth in Exhibit A and the Trustee's fees set forth on Exhibit C, which shall be paid by check or wire transfer at closing to the entities listed. Execution of this 2024C Indenture shall be authorization for these payments.

Section 4.5. Deemed Purchase of the Bonds. The Bond Purchaser shall be deemed to have purchased the Bonds in the same principal amount as the (1) Bond Issuance Costs and (2) Costs of Construction, which the Trustee shall record upon receipt by the Trustee of the written request approved by the Issuer and signed by the Authorized Representative of each of the Bond Purchaser and the Company, in substantially the form of Exhibit B:

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

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

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

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

(v) stating a recap of vendors and the amount paid and/or to be paid to each and copies of invoices paid and/or to be paid with copies of checks used for any previously made payment and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor.

The Trustee may rely fully on any such request delivered pursuant to this Section and is not be required to make any investigation in connection therewith.

Section 4.6. Rebate Fund. There is hereby created and ordered maintained as a separate account in the custody of the Trustee a fund to be designated the Rebate Fund provided, however, that the Trustee shall not be required to maintain such account on its records until such time as any

deposit is actually required to be made into the Rebate Fund as directed in writing by the Issuer in accordance with this 2024C Indenture and the Certificate of the Issuer Re: Arbitrage and Federal Tax Matters ("Tax Certificate"). Moneys deposited in the Rebate Fund shall be used to meet any rebate liability of the Issuer under Section 148(f) of the Code and the Treasury Regulations promulgated thereunder. Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder. The duties and responsibilities of the Issuer provided in this Section are to be read and interpreted consistently with the provisions of the Tax Certificate. The Trustee shall disburse funds from the Rebate Fund in accordance with the written direction of the Issuer.

The Trustee shall be entitled to rely on the calculations made pursuant to the Tax Certificate by the Issuer and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations.

The Issuer shall provide to the Trustee the computations made pursuant to this Section as are required by the Tax Certificate, and the Trustee shall keep such records of such computations.

The Trustee shall keep and make available to the Issuer such records concerning the investments of the gross proceeds of the Bonds and the investments of earnings from those investments as may be requested by the Issuer in order to enable the Issuer to make the aforesaid computations as are required under the Tax Certificate.

Section 4.7. Pledged TIF Revenues. So long as any Bonds remain outstanding hereunder, on or before each January 15 and July 15 commencing with the first January 15 or July 15 that Pledged TIF Revenues are available, the Issuer shall transfer the Pledged TIF Revenues to the Trustee. The Trustee is hereby directed to transfer to the 2024C Bond Fund, as appropriate, on each January 15 and July 15, the Pledged TIF Revenues received, and shall use such amounts deposited to the 2024C Bond Fund in accordance with Section 4.2 hereof. Any amounts remaining after the deposits to the 2024C Bond Fund shall be used to redeem the outstanding Bonds in accordance with Article V hereof.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this 2024C Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this 2024C Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.7 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF 2024C BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. The 2024C Bonds are subject to optional redemption at the option of the Issuer, prior to maturity on any date on or after _____ upon thirty (30) days' written notice to the Trustee, in whole or in part (and, if in part, in inverse order of installment payments), at face value, [without premium/with a premium of ___], plus in each case accrued interest to the date fixed for redemption.

Section 5.2. Notice of Redemption. In the case of redemption of 2024C Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the 2024C Bonds, or portions of fully registered 2024C Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the registered owner of each 2024C Bond to be redeemed at the address shown on the registration books. In the event of a partial redemption the 2024C Bonds, such notice of redemption shall specify the respective principal installment amounts to be called, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered 2024C Bond shall not affect the validity of any proceedings for the redemption of other 2024C Bonds.

On and after the redemption date specified in the aforesaid notice, such 2024C Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this 2024C Indenture and shall not be deemed to be outstanding under the provisions of this 2024C Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All 2024C Bonds which have been redeemed in whole shall be canceled and destroyed by the Trustee in accordance with its destruction policy in effect and shall not be reissued, and a certificate of destruction shall be furnished, upon written request, by the Trustee to the Issuer and the Company.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the 2024C Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the 2024C Bonds thus called shall no longer accrue from and after the date fixed for redemption. No payment shall be made by the Paying Agent upon any 2024C Bond until such 2024C Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed 2024C Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the 2024C Bonds at the time outstanding are to be called for redemption, the maturities of 2024C Bonds or principal installment amounts to be redeemed shall be redeemed in inverse order of installment payments. If fewer than all of the 2024C Bonds within a principal installment are to be redeemed, the Trustee

shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the 2024C Bonds or portions of 2024C Bonds within such principal installment that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many 2024C Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular 2024C Bonds or portions thereof shall be redeemed in part in $1,000 denominations and integral multiples thereof until the 2024C Bonds are paid in full; provided, that the 2024C Bonds that remain after such redemption must be in authorized denominations.

If less than the entire principal amount of any registered 2024C Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered 2024C Bond shall forthwith surrender such 2024C Bond to the Paying Agent in exchange for (a) payment of the redemption price of plus accrued interest on the principal amount called for redemption and (b) a new 2024C Bond or 2024C Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered 2024C Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this 2024C Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Pledged TIF Revenues, which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this 2024C Indenture should be considered as pledging any other funds or assets of the Issuer. The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from Pledged TIF Revenues. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this 2024C Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this 2024C Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this 2024C Indenture, and to pledge the Pledged TIF Revenues, in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this 2024C Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Filing of Indenture, 2024C [Loan/Financing] Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Company, shall cause this 2024C Indenture, the 2024C [Loan/Financing] Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.3 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.4. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.5. List of Bondholders. The Trustee will keep on file at the designated corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6. Rights Under 2024C [Loan/Financing] Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the 2024C [Loan/Financing] Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.7. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of the 2024C [Loan/Financing] Agreement and in the absence of written direction the Trustee shall invest in funds in the _____, which is hereby deemed to constitute a Qualified Investment. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of the directed investments. Ratings of permitted investments shall be determined at the time of purchase of such permitted investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including investment maintenance fees.

Although the Issuer and the Company each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Company hereby agree that confirmations of permitted investments are not required

to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 6.8. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this 2024C Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall escheat to the State of Indiana, in accordance with applicable Indiana law.

Section 6.9. Direction of Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Bonds and shall take such action, give such direction or give such consent as the Trustee shall be directed in writing by the Requisite Bondholders.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "event of default" under this 2024C Indenture:

(a) any event of default as defined in Sections 5.1(a)(i), (a)(ii), (a)(iii) or (a)(iv) of the 2024C [Loan/Financing] Agreement shall occur and be continuing; or

(b) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this 2024C Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder.

The insufficiency of Pledged TIF Revenues to pay debt service due on the 2024C Bonds shall not constitute an event of default hereunder.

Section 7.2. Remedies; Rights of Bondholders.

(i) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Company under the 2024C [Loan/Financing] Agreement.

(ii) Upon the occurrence of an event of default, and if directed in writing so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee shall be directed in writing to exercise by the Requisite Bondholders.

(iii) No remedy by the terms of this 2024C Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every

such right and power may be exercised from time to time as may be deemed expedient.

(v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.3. Right of Bondholders to Direct Proceedings. Anything in this 2024C Indenture to the contrary notwithstanding, the holders of all Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this 2024C Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this 2024C Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.4. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the 2024C Bond Fund and all moneys in the 2024C Bond Fund shall be applied as follows:

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

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

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this 2024C Indenture), in the order of their due dates (or principal installment dates, as appropriate), with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds (or principal installment dates, as appropriate) due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to (a) to the Issuer, if the Bonds have been paid in full, or (b) if and to the extent the Bonds have not been paid in full, to the Company or its successors or assigns, upon the written request of the Company or to whosoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

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

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

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

Section 7.5. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this 2024C Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.4 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.6. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this 2024C Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this 2024C Indenture, and to any action or cause of action for the enforcement of this 2024C Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have

any right in any manner whatsoever to affect, disturb or prejudice the lien of this 2024C Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this 2024C Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.7. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this 2024C Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this 2024C Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this 2024C Indenture against the Trustee.

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

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this 2024C Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the 2024C [Loan/Financing] Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the 2024C [Loan/Financing] Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this 2024C Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this 2024C Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

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

(f) The permissive right of the Trustee to do things enumerated in this 2024C Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct in connection with the performance of its duties hereunder.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this 2024C Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

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

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

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

(k) Notwithstanding anything elsewhere in this 2024C Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this 2024C Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 and under Article VII hereunder the Trustee may require that a satisfactory indemnity bond or other indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including liability incurred in connection with the enforcement of the terms and provisions of this 2024C Indenture, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this 2024C Indenture.

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

(n) If any event of default under this 2024C Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this 2024C Indenture as it shall be directed to in writing by the Requisite Bondholders.

(o) None of the provisions of this 2024C Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. Under no circumstances does the Trustee assume any responsibility or liability for the issuance of the Bonds as obligations the interest on which is excludable from gross income for purposes of federal income taxation or for the maintenance of such tax-exempt status subsequent to the date of issuance of the Bonds.

(q) The Trustee shall not be accountable for the use or application by the Company of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this 2024C Indenture or drawn down by the Company in accordance with the provisions of this 2024C Indenture and the 2024C [Loan/Financing] Agreement or for the use and application of money received by any paying agent.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. To the extent that TIF is insufficient to pay the Administrative Fees of the Trustee, it is agreed that the Company shall be responsible for unpaid fees of the Trustee. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or

principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of a bankruptcy, the fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this 2024C Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party, the Trustee shall intervene on behalf of Bondholders subject to the provisions of Section 8.1(l), upon being directed in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding to intervene in such proceeding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

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

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this 2024C Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders. The fees and expenses of the Trustee shall be paid prior to the effectiveness of any removal.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds

then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the 2024C Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this 2024C Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed as "Registrar" and "Paying Agent" under this 2024C Indenture. Any Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days' written notice to the Issuer, the Company and the Trustee. Any Registrar and Paying Agent may be removed at any time by an instrument, filed with such Registrar, Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Registrar and Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust Company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least $100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this 2024C Indenture.

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

Section 8.12. Indemnification. To the extent permitted by law, the Issuer hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of this 2024C Indenture.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this 2024C Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this 2024C Indenture; or

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them; or

(c) To subject to this 2024C Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this 2024C Indenture which, in the judgment of the Issuer, in its sole discretion, is not to the material prejudice of the Company or the holders of the Bonds; or

(e) To modify, amend or supplement the 2024C Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the 2024C Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute; or

(f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this 2024C Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this 2024C Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this 2024C Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this 2024C Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the

consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) the deprivation of the Owners of any 2024C Bonds then Outstanding of the lien thereby created.

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

Section 9.3. Legal Opinion. In connection with a supplemental indenture being entered into pursuant to the provisions of this Article IX, the Trustee shall receive an opinion of Bond Counsel to the effect that said supplemental indenture is authorized and permitted by the terms of this 2024C Indenture in compliance with all conditions precedent, that it is proper for the Trustee to join in the execution of such supplemental indenture and that the Trustee may conclusively rely on such opinion. The Trustee may conclusively rely on the written determination of the Issuer with respect to a supplemental indenture entered into pursuant to Section 9.1(d).

Section 9.4. Supplemental Indenture Effectiveness Upon Trustee. The Trustee need not enter into or consent to any supplemental indenture which it determines to be materially prejudiced to it.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE 2024C [LOAN/FINANCING] AGREEMENT

Section 10.1. Amendments, etc., to 2024C [Loan/Financing] Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the written consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the 2024C [Loan/Financing] Agreement as may be required (i) by the provisions of the 2024C [Loan/Financing] Agreement and this 2024C Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Issuer, in its sole discretion, is not to the prejudice of the Bondholders.

Section 10.2. Amendments, etc., to 2024C [Loan/Financing] Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the 2024C [Loan/Financing] Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. Legal Opinion. In connection with an amendment, change or modification to the 2024C [Loan/Financing] Agreement being consented to pursuant to the provisions of this Article X, the Trustee shall receive an opinion of Bond Counsel to the effect that said consent to the amendment, change or modification in question is authorized and permitted by the terms of this 2024C Indenture in compliance with all conditions precedent, and that it is appropriate for the Trustee to join in such amendment, change or modification and that the Trustee may conclusively rely on such opinion.

Section 10.4. Amendments, etc.; Consent of Trustee. The Trustee need not consent to any amendment, change or modification of the 2024C [Loan/Financing] Agreement which it determines to be materially prejudiced to it.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the 2024C [Loan/Financing] Agreement and this 2024C Indenture shall terminate, and such instruments shall cease to be of further effect, upon direction of the Issuer, the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this 2024C Indenture, and shall assign and deliver to the Company any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of and interest on the Bonds and except for any Pledged TIF Revenues which shall be delivered to the Issuer) when:

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Company shall have performed all of their covenants and promises in the 2024C [Loan/Financing] Agreement and in this 2024C Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be; provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this 2024C Indenture when (a) payment of the principal and interest of such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time, the Trustee shall be provided with a defeasance opinion by nationally recognized Bond Counsel. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this 2024C Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this 2024C Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of the Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the 2024C Bond Fund as and when realized and collected for use and application as are other moneys deposited in the 2024C Bond Fund.

Notwithstanding any provision of any other Article of this 2024C Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

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

In determining the sufficiency of the moneys and/or Government Obligations deposited pursuant to this Section 11.2, the Trustee shall receive, at the expense of the Company, and may rely on a verification report of a firm of nationally recognized independent certified public accountants. The right to register the transfer of or to exchange Bonds shall survive the discharge of this 2024C Indenture.

Section 11.3. Cancellation of 2024C Bonds. If the Bondholders of any 2024C Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that 2024C Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that 2024C Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this 2024C Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this 2024C Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this 2024C Indenture or the 2024C [Loan/Financing] Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this 2024C Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

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

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

For all purposes of this 2024C Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this 2024C Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in

respect to this 2024C Indenture or any covenants, conditions and provisions herein contained, this 2024C Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this 2024C Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this 2024C Indenture contained, shall not affect the remaining portions of this 2024C Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024C Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the 2024C [Loan/Financing] Agreement.

Notwithstanding the foregoing, the Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this 2024C Indenture and the 2024C [Loan/Financing] Agreement and delivered using Electronic Means; provided, however, that the Issuer and the Company, as the case may be, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer and the Company, as the case may be, whenever a person is to be added or deleted from the listing. If the Issuer and the Company, as the case may be, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Issuer and the Company each understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer and the Company, as the case may be, shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Issuer and the Company, as the case may be, and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer and the Company, as the case may be. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company each agrees: (i)

to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer and the Company, as the case may be; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 11.9. Counterparts. This 2024C Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This 2024C Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this 2024C Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this 2024C Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter with the same force and effect as if made on such date.

Section 11.13. Shortfall of Pledged TIF Revenues. Notwithstanding any other provision of this 2024C Indenture, any portion of the principal or interest due on the 2024C Bonds that remains unpaid due to a shortfall in Pledged TIF Revenues shall not be deemed defeased or otherwise satisfied, shall not be considered paid, and shall continue to be due and owing until the earlier of: (i) full payment by the Issuer; or (ii) the maturity date of the 2024C Bonds. Interest shall not accrue on the interest that remains unpaid beyond the applicable debt service payment date.

(End of Article XI)

IN WITNESS WHEREOF, the City of Fishers, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and attested by its Controller, and to evidence its acceptance of the trusts hereby created, _____ with a corporate trust office located in Indianapolis, Indiana, has caused these presents to be signed in its name and on its behalf by, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

_____
Controller

[*Issuer's signature page to the Trust Indenture*]

_____, as
Trustee

By:_____

Printed:_____

Title:_____

[*Trustee's signature page to the Trust Indenture*]

EXHIBIT A

Bond Issuance Costs

EXHIBIT B

Written Request
No.____

_____
Attn: _____
_____
Indianapolis, IN 46204

This written request ("Written Request") is submitted pursuant to the provisions of Section 4.5 of that certain Trust Indenture dated as of _____ 1, 2024 ("Indenture"), between the City of Fishers, Indiana ("Issuer") and _____, as trustee ("Trustee"). The terms used herein have the same meanings as when used in the 2024C Indenture except where the context otherwise requires.

CityView Fishers, LLC ("Bond Purchaser"), hereby requests that on _____, 202_, the Trustee to credit the Bond Purchaser for the purchase of the 2024C Bonds in the aggregate amount indicated in the attached Credit Request Schedule, for advances, payments and expenditures made by Bond Purchaser, an Indiana limited liability company in connection with the items listed in the Credit Request Schedule.

In support of this Written Request, the Company states as follows:

(a) Each item for which credit against the purchase price of the 2024C Bonds is requested hereunder is properly so creditable in accordance with the terms and conditions of the 2024C Indenture and none of those items has formed the basis for any credit request heretofore made to the Trustee;

(b) Each such item is or was necessary in connection with the acquisition, construction, equipping or improvement of the property comprising the Project, as defined in the 2024C Indenture;

(c) This statement and all exhibits hereto, including the Credit Request Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and

(d) This statement constitutes the approval of the Borrower of each credit request hereby made and authorized.

In accordance with the provisions of the 2024C Indenture, each of the Bond Purchaser, the Company, and the Issuer has caused this Written Request to be signed on its behalf this _____ day of _____, 202_.

_____

By: _____

Its: _____

APPROVED

CITY OF FISHERS, INDIANA

_____
Authorized Representative

CREDIT REQUEST SCHEDULE

Vendors	Amount Paid/to be Paid	[Vendor TIN]

[Attach copies of invoices paid and/or to be paid with copies of checks used for any previously made payment**]**

EXHIBIT C

Trustee Fees

2024C LOAN AGREEMENT

BETWEEN

CITYVIEW FISHERS, LLC

AND

CITY OF FISHERS, INDIANA

Dated as of _____, 2024

Certain of the rights of the Issuer hereunder have been assigned to _____, as Trustee under a 2024C Trust Indenture dated as of the date hereof, from the Issuer.

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2024C LOAN AGREEMENT

This is a 2024C LOAN AGREEMENT, dated as of _____ ___, 2024 (the "2024C Loan Agreement") between CITYVIEW FISHERS, LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of construction of certain infrastructure, site, and building improvements, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, the Fishers Redevelopment Commission (the "Redevelopment Commission") has established the CityView Allocation Area (the "Area") located in the City of Fishers;

WHEREAS, the Issuer, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City of Fishers; will benefit the health, safety, morals, and general welfare of the citizens of the City of Fishers and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing;

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the aggregate principal amount of $_____ (the "Series 2024C Bonds") pursuant to a Trust Indenture dated as of _____ 1, 2024 (the "2024C Indenture") from the Issuer to _____, as Trustee (the "Trustee"), and to lend the proceeds of the Series 2024C Bonds pursuant to the provisions of this 2024C Loan Agreement to the Borrower to finance the projects set forth on Exhibit A;

WHEREAS, this 2024C Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024C Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024C (the "Series 2024C Note") in substantially the form attached hereto as Exhibit B;

WHEREAS, pursuant to the 2024C Indenture, the Issuer will pledge and assign the Series 2024C Note and assign certain of its rights under this 2024C Loan Agreement to the Trustee as security for the Series 2024C Bonds; and

WHEREAS, the Bonds issued under the 2024C Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 2024C Note; (ii) Pledged TIF Revenues

(as defined in the 2024C Indenture), (iii) Bond proceeds, or (iv) investment earnings on each of the foregoing funds.

PRELIMINARY STATEMENT

In consideration of the premises, the loan of the proceeds of the Series 2024C Bonds to be made by the Issuer, the acceptance of the Series 2024C Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this 2024C Loan Agreement.

This 2024C Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Series 2024C Note and this 2024C Loan Agreement to be kept, performed and observed by the Borrower, then this 2024C Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this 2024C Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

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

"Additional Bonds" means the additional parity bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the 2024C Indenture and any bonds issued in substitution or replacement therefor.

"Annual Fees" means annual Trustee Fees.

"Area" means the CityView Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area....

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" means the Series 2024C Bonds, the Additional Bonds and any other bonds issued under the 2024C Indenture.

"Borrower" means CityView Fishers, LLC, an Indiana limited liability company duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors or assigns thereto permitted under Section 3.3 hereof.

"Commission" means the City of Fishers Economic Development Commission.

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

(i) the "2024C Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 2024C Bonds, including underwriting or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the 2024C Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Series 2024C Bonds, the costs of preparing or printing the Series 2024C Bonds and the documentation supporting the issuance of the Series 2024C Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) [the "Capitalized Interest Costs", namely all or a portion of interest on the Series 2024C Bonds from the date of their original delivery through _____;]

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

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

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

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of

the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's, S&P or Fitch and (ii) in the event that any bonds are defeased with such obligations in whole or in part those bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Issuer" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2024C Bonds.

"Note" means the Series 2024C Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024C Indenture and with reference to Notes, means all notes theretofore issued and not yet paid and discharged under the terms of this 2024C Loan Agreement.

"Pledge Resolution" means Resolution No. _____, adopted by the Redevelopment Commission on _____.

"Pledged TIF Revenues" means all of the Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution

"Project" means the projects set forth in Exhibit A-1.

"Project Agreement" means the Project Agreement among HighGround Fishers I, LLC (now known as CityView Fishers, LLC), the City, the Economic Development Commission, and the Redevelopment Commission, dated July 13, 2023.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest

category by Moody's Investors Service or Standard & Poors Ratings Group, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's Investors Service or Standard & Poors Ratings Group, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the City of Fishers Redevelopment Commission.

"Series 2024C Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue).

"Tax Increment" means all real and personal property tax proceeds attributable to the assessed valuation within the Area as of each January 1 in excess of the base assessed value, as described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the 2024C Indenture..

"Trustee" means the trustee and/or co-trustee at the time serving as such under the 2024C Indenture, and shall initially mean _____, Indianapolis, Indiana.

"2024C Bond Fund" means the 2024C Bond Fund established by Section 4.2 of the 2024C Indenture.

"2024C Indenture" means the Trust Indenture dated as of _____ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024C Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This 2024C Loan Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024C Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

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

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

(e) Any terms not defined herein but defined in the 2024C Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024C Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024C Loan Agreement.

Exhibit A-1. The Project.

Exhibit B. Form of Series 2024C Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2024C BOND PROCEEDS

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

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024C Loan Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this 2024C Loan Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to provide funds from the issuance of the Series 2024C Bonds to loan to the Borrower for financing the construction of the Project for the benefit of the holders of the Bonds, to create additional employment opportunities in Fishers, Indiana and to benefit the health, safety, morals and general welfare of the citizens of Fishers and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this 2024C Loan Agreement and the Series 2024C Note to the Trustee.

(c) The Area has been properly created as an "allocation area" pursuant to Indiana Code 36-7-14-39. The Pledged TIF Revenues have been properly and legally pledged by the Redevelopment Commission to the payment of the Series 2024C Bonds.

(d) The Issuer represents that the Series 2024C Note will be assigned to the Trustee pursuant to the 2024C Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2024C Note has not been registered under the Securities Act of 1933.

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

(a) It is an Indiana limited liability company duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024C Loan Agreement and the Series 2024C Note, has full power to enter into and perform its obligations under this Agreement and the Series 2024C Note, and by proper action has duly authorized the execution and delivery of this 2024C Loan Agreement and the issuance of the Series 2024C Note.

(b) All of the proceeds from the Series 2024C Bonds (including any income earned on the investment of such proceeds) will be used for Costs of Construction.

(c) The Borrower intends to operate the Project, or cause the Project to be operated, as an economic development facility under the Act, until the expiration or termination of this 2024C Loan Agreement.

(d) Neither the execution and delivery of this 2024C Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2024C Note nor the fulfillment of or compliance with the terms and conditions of this 2024C Loan Agreement, will contravene the Borrower's operating agreement or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this 2024C Loan Agreement and the Series 2024C Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This 2024C Loan Agreement and the Series 2024C Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this 2024C Loan Agreement or the Series 2024C Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024C Loan Agreement or the Series 2024C Note.

Section 2.3. Loan of Series 2024C Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the 2024C Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2024C Note substantially in the form attached hereto as Exhibit B.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 2024C Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024C Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.5, 3.7 and 3.9 hereof, and to execute and deliver supplements and amendments to this 2024C Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this 2024C Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the 2024C Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2024C Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the 2024C Bond Fund (including without limitation any Pledged TIF Revenues), will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the 2024C Indenture. Section 4.7 of the 2024C Indenture provides that the Issuer shall transfer the Pledged TIF Revenues for the payment of the Series 2024C Bonds to the 2024C Bond Fund on each January 15 and July 15, commencing on _____ 15, 202_. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this 2024C Loan Agreement.

(b) The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all reasonable fees and charges of the Trustee incurred under the 2024C Indenture, as and when the same become due; (ii) all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds; (iii) all reasonable expenses incurred in connection with the enforcement of any rights under the 2024C Loan Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024C Loan Agreement; provided, however, that the Borrower may, without creating a default under the 2024C Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses. Notwithstanding the foregoing, the Borrower is only obligated to pay amounts under (i) and (ii) above if the Pledged TIF Revenues are insufficient to pay such amount.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments pursuant hereto and to the Notes shall

be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Borrower's title to the Project or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this 2024C Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this 2024C Loan Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this 2024C Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this 2024C Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the Issuer under this 2024C Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this 2024C Loan Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this 2024C Loan Agreement for the benefit of the holders of the Bonds. Notwithstanding the foregoing, the Issuer, the Trustee and the Borrower acknowledge that the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under the Note and this 2024C Loan Agreement.

(d) As long as the Bonds are outstanding, the Borrower covenants to pay or cause to be paid all property tax bills for its property in the Area (including the Project) owned or leased by the Borrower, its affiliates and its subsidiaries before the tax bills are delinquent, subject to the right to contest in good faith any property tax assessments.

(e) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the 2024C Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(f) The Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this 2024C Loan Agreement;

and (iii) will not terminate this 2024C Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this 2024C Loan Agreement or the 2024C Indenture, other than a failure by the Issuer to deposit, or cause to be deposited, the Pledged TIF Revenues as contemplated by Section 3.2(a) hereof.

(g) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Notes whether or not the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 3.3. Maintenance of Existence. The Borrower will maintain its existence and not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with another entity or permit one or more other entities to consolidate with it except as provided in this Section 3.3. Before the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets if (i) an affiliate of the Borrower assumes all of the Borrower's obligations under this 2024C Loan Agreement and agrees to complete the Project and (ii) the owners of all of the Series 2024C Bonds and the Issuer consent in writing, which consent shall not be unreasonably withheld. Once the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets with the written consent of the owners of all of the Series 2024C Bonds and the Issuer, which consent shall not be unreasonably withheld. Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of Section 3.12 hereof.

Section 3.4. [Reserved].

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

(a) Violation of any agreement or condition of this 2024C Loan Agreement or the 2024C Indenture, except by the Issuer or the Trustee;

(b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, or a part thereof;

(c) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, or a part thereof;

(d) Any act, failure to act, or misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees;

(e) The provision of any information or certification furnished by the Borrower in connection with the issuance and sale of the Series 2024C Bonds and the Project;

(f) As a result of the Trustee and Paying Agent's acceptance of or arising from the performance of its duties hereunder or under the 2024C Indenture.

The foregoing indemnification shall survive the removal or resignation of the Trustee and Paying Agent or the termination and discharge of the 2024C Indenture.

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

Section 3.6. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.7. Payment of Reasonable Expenses of Issuance of Series 2024C Bonds. So long as they are reasonable, the Borrower agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024C Bonds; provided, however, that the Borrower may, without creating a default under the 2024C Loan Agreement, contest in good faith the reasonableness of any such fees, charges or expenses. Pursuant to Section 4.2 of the 2024C Indenture, the Issuer has authorized the use of certain proceeds of the Series 2024C Bonds to defray the Borrower's obligations under this Section.

Section 3.8. Funding of 2024C Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 2024C Bonds in the manner specified in Article 3.1 of the 2024C Indenture, and the Trustee shall deposit such proceeds in the manner specified in Article 3.1 of the 2024C Indenture.

The Borrower and the Issuer agree that all moneys in any Fund established by the 2024C Indenture may, at the written direction of the Borrower, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024C Indenture.

Section 3.9. Other Amounts Payable by the Borrower. The Borrower covenants and agrees to pay the following:

(a) To the extent Pledged TIF Revenues are not then available, all reasonable fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the Trustee incurred under the 2024C Indenture, as and when the same become due.

(b) To the extent Pledged TIF Revenues are not then available, all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024C Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption, and payment of Series 2024C Bonds.

(c) To the extent Pledged TIF Revenues are not then available, an amount sufficient to reimburse the Issuer for all reasonable expenses incurred by the Issuer under this 2024C Loan Agreement and in connection with the performance of its obligations under this 2024C Loan Agreement or the 2024C Indenture.

(d) All reasonable expenses incurred in connection with the enforcement of any rights under this 2024C Loan Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders.

(e) To the extent Pledged TIF Revenues are not then available (and to the extent such payments may be lawfully made from the Pledged TIF Revenues), all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024C Loan Agreement.

Notwithstanding anything in this Section 3.9 to the contrary, the Borrower may, without creating an event of default as herein defined, after making the payments required by this Section 3.9, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee or the Bondholders.

Section 3.10. Credits on Notes. Notwithstanding any provision contained in this 2024C Loan Agreement or in the 2024C Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the 2024C Bond Fund for payment on the 2024C Bonds (including without limitation [any Bond proceeds to be used for Capitalized Interest Costs and] any Pledged TIF Revenues) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) the principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in

connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

Section 3.11. Completion of Project. (a) Borrower agrees that it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by not later than _____ ___, 202__.

(b) Upon its determination that the Project has been completed, the Borrower shall deliver to the Trustee, the Bondholders, and the Issuer by a certificate signed by an authorized representative of Borrower stating that, except for amounts retained by Trustee at Borrower's direction for any Costs of Construction not then due and payable or being contested in good faith, (i) the construction of the Project has been completed and any and all labor, services, materials and supplies used in such construction have been paid for, (ii) all other items necessary in connection with the Project have been constructed and all costs and expenses incurred in connection therewith have been paid, and (iii) the Project meets the required standards set forth in Exhibit A-2 (such certificate, the "Certificate of Completion"). Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

(c) Upon receipt of the Certificate of Completion, the Issuer shall determine in its reasonable discretion whether or not the Project has been completed in accordance with the required standards set forth on Exhibit A-2. If the Issuer determines that the Project has been completed in the accordance with the required standards set forth in Exhibit A-2, the Issuer shall approve the Certificate of Completion and deliver such approved Certificate of Completion to the Trustee.

(d) Upon receipt of the Certificate of Completion approved by the Issuer, the Trustee shall in accordance with Section 4.5 of the 2024C Indenture deem the Borrower to have purchased all of the 2024C Bonds if any principal amount of the 2024C Bonds remain unpurchased at the time the Trustee receives the Certificate of Completion.

. The Borrower Agrees to perform all material matters provided by the Project Agreement to be performed by the Borrower and to comply with all material provisions of the Project Agreement applicable to the Borrower, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement to be an event of default by the Borrower or, with the passage of time or the giving of notice, or both would constitute an event of default on the part of the Borrower, under the Project Agreement. The Borrower hereby reconfirms all of the Borrower's covenants in the Project Agreement.

(End of Article III)

ARTICLE IV.

DEEMED PURCHASE OF SERIES 2024C BONDS

Section 4.1. Deemed Purchase of the Series 2024C Bonds. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and the Bond Purchaser shall be deemed to have purchased the Series 2024C Bonds in the same principal amount as the Cost of Construction of the Project, including Bond Issuance Costs, which the Trustee shall record upon receipt by the Trustee of the written request approved by the Borrower and signed by the Authorized Representative of the Issuer in substantially the form of Exhibit B of the Indenture.

Section 4.2. Pledged TIF Revenues. The Issuer covenants that, to the extent collected, it will pay the Pledged TIF Revenues to the Trustee as provided in Section 4.7 of the Indenture, provided that the Issuer shall have no other obligation with respect to the payment of the Series 2024C Bonds. Prepayment. The Series 2024C Note may be prepaid, in whole or in part, on any date at the principal amount thereof and without premium, plus in each case accrued interest to the date fixed for redemption.

To exercise such option to prepay the Series 2024C Note, in whole or in part, the Borrower must cause funds to be deposited with the Trustee to pay the principal of, premium, if any, and accrued interest on the portion of the Series 2024C Note to be prepaid and the corollary redemption of the Series 2024C Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2024C Bonds shall be credited against the installment or installments of principal due on the Series 2024C Note corresponding to the maturity of the Series 2024C Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2024C Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

Section 4.4. Mandatory Prepayment Upon Cancellation of Bonds. Redemption of Bonds with proceeds derived under Section 3.10 hereof shall be deemed prepayment of the Notes in the same amount as the amount of Bonds redeemed.

Section 4.5. Notice of Prepayment. The Borrower shall give the Trustee not less than five (5) days prior written notice of any prepayment of the Series 2024C Note pursuant to Sections 4.3 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2024C Bonds in the amounts corresponding to the Series 2024C Note to be prepaid.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Borrower to pay any installment of interest, principal, or any premiums, on any Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise, unless the Requisite Bondholders shall have consented thereto;

(ii) failure of the Borrower to observe and perform any other covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the Borrower, unless the Requisite Bondholders shall have consented thereto;

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(v) Any event of default under Section 7.1 of the 2024C Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024C Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this 2024C Loan Agreement or in aid of

the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024C Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this 2024C Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this 2024C Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. *Notwithstanding anything in this 2024C Loan Agreement to the contrary, the Requisite Bondholders shall control the declaration or waiver of events of default under Section 5.1, and may exercise, and shall control the exercise of, all remedies under this 2024C Loan Agreement, including those set forth in Sections 5.1 and 5.2.*

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024C Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024C Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024C Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024C Loan Agreement or the 2024C Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024C LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this 2024C Loan Agreement. Subject to the provisions of Article X of the 2024C Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this 2024C Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the 2024C Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this 2024C Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024C Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024C Loan Agreement for Benefit of Parties Hereto. Nothing in this 2024C Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, and the holder of the Notes, any right, remedy or claim under or by reason of this 2024C Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024C Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024C Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024C Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024C Loan Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024C Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fishers, Indiana
One Municipal Drive
Fishers, Indiana 46038

To the Borrower:	CityView Fishers, LLC c/o CRG Residential 805 City Center Drive, Suite 160 Carmel, Indiana 46032 Phone: (317) 575-9400 e-mail: gchapman@crgresidential.com Attn: Grant Chapman, Dir. of Legal & Partnerships
To the Trustee:	_____ _____ _____

Section 9.5. Successors and Assigns. Whenever in this 2024C Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024C Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Borrower may not assign its rights or obligations under this 2024C Loan Agreement without the consent of the Issuer and the Bondholders, which may be withheld in their absolute discretion, except in compliance with Section 3.3 of this 2024C Loan Agreement.

Section 9.6. Counterparts. This 2024C Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024C Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024C Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

Section 9.8. 2024C Indenture Provisions. The 2024C Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this 2024C Loan Agreement and the execution of this 2024C Loan Agreement shall constitute conclusive evidence of approval of the 2024C Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the 2024C Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the 2024C Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the 2024C Indenture as fully as if the Borrower were a party to the 2024C Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this 2024C Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

_____

_____

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

_____
Controller

EXHIBIT A-1

PROJECT

The Project consists of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, including the costs of issuance of or other financing costs related to the Bonds. The Project shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

EXHIBIT B

_____

NOTE, SERIES 2024C

FOR VALUE RECEIVED, the undersigned, _____ ("Borrower"), a _____ organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fishers, Indiana ("Issuer"), in immediately available funds, the principal sum of $_____ and interest thereon, during the term of the 2024C Loan Agreement (the "2024C Loan Agreement") dated as of _____, 2024 between Issuer and Borrower, commencing one business day prior to _____, and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 2024C Bonds (as hereinafter defined), all subject to the credits described in the 2024C Loan Agreement and to the presence of other available money for such installment in the 2024C Bond Fund under the 2024C Trust Indenture (including without limitation any Pledged TIF Revenues) dated as of _____ 1, 2024 between the Issuer and _____, as Trustee (the "Trustee").

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue)" (the "Series 2024C Bonds"). All of the terms, conditions and provisions of the 2024C Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the 2024C Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the 2024C Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason. Notwithstanding the foregoing, the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under this Note, all as more fully provided in the 2024C Loan Agreement and such Trust 2024C Indenture.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the 2024C Loan Agreement.

In certain events and in the manner set forth in the 2024C Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the 2024C Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with

reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the 2024C Loan Agreement shall have the meanings assigned to them in the 2024C Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of _____, 2024.

Issue Date: _____

_____

_____

ENDORSEMENT

Pay, without recourse, to _____, as Trustee under the Trust Indenture dated as of _____1, 2024, from the undersigned.

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Controller

DMS 23889754.1

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐1st Reading	☒2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 041524		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☒Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☒ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Rick Hall, Barnes and Thornburg, LLP	

BACKGROUND (Includes description, background, and justification)	This Ordinance provides for the approval of the issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the maximum principal amount of $9,000,000 and provides for (i) the terms of the Series 2024C Bonds, (ii) the approval of financing document incident to the issuance of the Series 2024D Bonds including (a) a Trust Identure, (b) a Loan Agreement, and (c) a Financing Agreement. The Series 2024C Bonds are to be acquired by CityView Fishers, LLC, the Developer of the CityView Project.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	Not to exceed $9,000,000
	Source of Funds:	Bond proceeds of the Taxable Economic Development Revenue Bonds, Series 2024C of the City
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include *Deny Approval* Option)	1.	Approve the Ordinance
	2.	Deny the Ordinance and Provide Alternative Direction
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Council introduce the Ordinance for a first reading and consider the Ordinance for approval at the Council's May 2024 Meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Exhibit A - Form of Trust Indenture 3. Exhibit B - Form of Loan Agreement 4. Exhibit C - Form of Financing Agreement	

ORDINANCE NO. 041524A

ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA AUTHORIZING THE ISSUANCE OF THE CITY OF FISHERS, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX) AND THE LENDING OF THE PROCEEDS THEREOF TO THE BORROWER THEREOF AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

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

WHEREAS, CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC) (together with any affiliate of such entity, the "Developer"), the City, the Fishers Town Hall Building Corporation (the "Borrower"), the Fishers Redevelopment Commission, and the City of Fishers Economic Development Commission (the "Commission"), have entered into a Project Agreement (the "Project Agreement"), which provides for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project"); and

WHEREAS, pursuant to the terms of the Project Agreement, Borrower has advised the Commission and the City that it proposes that the City issue its Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax), in one or more series, in an amount not to exceed Twenty-Three Million Dollars ($23,000,000) (the "2024D Bonds") under the Act and loan the proceeds of such 2024D Bonds to the Borrower for the purpose of financing a portion of the Project and certain costs related to the issuance of the 2024D Bonds, including, if necessary, capitalized interest on the 2024D Bonds and a reserve fund; and

WHEREAS, the financing of the Project results in the diversification of industry, the creation or retention of jobs, and the creation of business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the "Public Hearing") on the proposed issuance of the 2024D Bonds to finance the Project; and

WHEREAS, the Commission held the Public Hearing on the Project and received uncontroverted evidence that the Project will have no adverse competitive effect on similar facilities already constructed or operating in the City; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) a 2024D Loan Agreement, between the City and the Borrower (including the Borrower's 2024D Note) (the "2024D Loan Agreement"); (2) a 2024D Trust Indenture, with respect to the 2024D Bonds, between the City and a trustee to be selected (the "Trustee") (the "2024D Indenture"); (3) the 2024D Bonds; and (4) this Bond Ordinance (the 2024D Loan Agreement, the 2024D Indenture, the 2024D Bonds and this Bond Ordinance, collectively, the "2024D Financing Agreements"); and

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

Section 1. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition, construction and equipping of an "economic development facility" as that phrase is used in the Act; that the Project will create employment opportunities and diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Project by the issue of the 2024D Bonds under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

Section 2. Approval of Financing. The proposed financing of a portion of the Project, and the financing of certain costs related to the issuance of the 2024D Bonds, including, if necessary, capitalized interest on the 2024D Bonds and a reserve fund, as further described in the 2024D Financing Agreements, by the issuance of the 2024D Bonds, in one or more series, under the Act, in the form that such financing was approved by the Commission, is hereby approved.

Section 3. Authorization of the 2024D Bonds. The issuance of the 2024D Bonds, payable solely from revenues and receipts derived from the 2024D Financing Agreements, is hereby authorized.

Section 4. Terms of the 2024D Bonds. The 2024D Bonds, in one or more series and in the aggregate principal amount not to exceed Twenty-Three Million Dollars ($23,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Controller of the City; (ii) be dated as of the date of issuance or the first day of the month in which the 2024D Bonds are issued; (iii) mature on a date not later than twenty (20) years after the date of issuance; (iv) bear interest at a rate not to exceed seven percent (7.0%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the 2024D Financing Agreements; (v) be issuable in such denominations as set forth

in the 2024D Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the 2024D Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the 2024D Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the 2024D Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the 2024D Financing Agreements.

The 2024D Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the 2024D Financing Agreements. Forms of the 2024D Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the 2024D Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the 2024D Bonds to a purchaser or purchasers selected by such officers (the "Purchaser") at such prices and on such terms as may be determined at the time of sale and approved by the Mayor and the Controller of the City. The Mayor and the Controller of the City are hereby authorized to approve and execute a bond purchase agreement for the 2024D Bonds with the Purchaser, in a form approved by such officers, such approval to be conclusively evidenced by the execution thereof. The 2024D Bonds may be sold through either a public offering or a private placement.

Section 6. Official Statement. The Mayor and the Controller of the City are hereby authorized to approve the preparation and distribution of a Preliminary Official Statement for the 2024D Bonds. The Mayor and the Controller of the City are hereby authorized to deem and determine the Preliminary Official Statement as the near final Official Statement with respect to the 2024D Bonds for purposes of SEC Rule 15c2-12, subject to completion in accordance with such rule and in a manner acceptable to the Mayor and the Controller of the City, and to place the Preliminary Official Statement into final form as the Final Official Statement. The Mayor and the Controller of the City are hereby authorized to sign the Final Official Statement and by such signature approve its distribution.

Section 7. Execution and Delivery of 2024D Financing Agreements. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the 2024D Loan Agreement, the 2024D Note, the 2024D Indenture and the 2024D Bonds, submitted to the Common Council, which are hereby approved in all respects. The Mayor and the Controller of the City are hereby authorized and directed, to select a financial institution to serve as the Trustee.

Section 8. Changes in 2024D Financing Agreements. The Mayor and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the 2024D Financing

Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.

Section 9. Public Approval. The Common Council hereby approves the issue of the 2024D Bonds and the Project to be financed by the 2024D Bonds, which facilities are described in the published notice of the Public Hearing.

Section 10. General. The Mayor and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the 2024D Bonds, and the securing of the 2024D Bonds under the 2024D Financing Agreements, including, but not limited to, such agreements, documents and instruments as are contemplated under the Project Agreement, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

Section 11. Binding Effect. The provisions of this Bond Ordinance and the 2024D Financing Agreements shall constitute a binding contract between the City and the holders of the 2024D Bonds, and after issuance of the 2024D Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the 2024D Bonds as long as the 2024D Bonds or interest thereon remains unpaid.

Section 12. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 13. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

Section 14. Copies of 2024D Financing Agreements on File. Two copies of the 2024D Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. 36-1-5-4.

LOAN AGREEMENT

BETWEEN

FISHERS TOWN HALL BUILDING CORPORATION

AND

CITY OF FISHERS, INDIANA

Dated as of _____ ___, 2024

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

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LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of _____ __, 2024 (the "2024D Loan Agreement") between FISHERS TOWN HALL BUILDING CORPORATION, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom to an individual or an entity for the purpose of financing costs of construction of economic development facilities, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, to foster economic development, the Issuer and the Borrower desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project") to be constructed in accordance with the Project Agreement, among CityView Fishers, LLC (and any affiliate of such entity, the "Developer"), the Issuer, the Borrower, the Fishers Redevelopment Commission (the "Redevelopment Commission"), and the Fishers Economic Development Commission (the "Commission"), dated as of July 13, 2023 (the "Project Agreement"); and

WHEREAS, pursuant to the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of the construction of a portion of the Project and related improvements; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of portions thereof will create additional employment opportunities in the Issuer; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing of the Project; and

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional) in the aggregate principal amount of $_____ (the "Series 2024D Bonds") pursuant to the Indenture, between the Issuer and _____, as trustee (the "Trustee"), dated _____ ___, 2024 (the "2024D Indenture"), and to lend the proceeds of the Series 2024D Bonds pursuant to the provisions of this 2024D Loan Agreement for the purpose of paying certain costs of the Project, and a reserve fund; and

WHEREAS, this 2024D Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024D Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024D (the "Series 2024D Note") in substantially the form attached hereto as Exhibit A;

WHEREAS, pursuant to the 2024D Indenture, the Issuer will pledge and assign the Series 2024D Note and assign certain of its rights under this 2024D Loan Agreement to the Trustee as security for the Series 2024D Bonds;

WHEREAS, the Bonds issued under the 2024D Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 2024D Note and any other Notes issued hereunder (collectively, the "Notes"); (ii) Bond proceeds, or (iii) investment earnings on each of the foregoing funds;

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Public Lease, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, dated as of _____ ___, 2024, as amended, with respect to the portion of with respect to all or a portion of _____, including related improvements and fixtures located thereon, in the Issuer (the "Public Lease"); and

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Garage Lease, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, dated as of _____ ___, 2024, as amended, with respect to certain real estate within the Issuer and a parking garage and related improvements to be constructed thereon (the "Garage Lease" and collectively with the Public Lease, the "Leases")

WHEREAS, pursuant to such IC 36-7-14-25.5, the lease rentals under the Leases are payable Special Tax Revenues (as defined herein), or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including from the TIF Revenues (as defined herein); and

WHEREAS, the Notes issued under this 2024D Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Leases (the "Lease Rentals").

PRELIMINARY STATEMENT AND GRANTING CLAUSES

In consideration of the premises, the loan of the proceeds of the Series 2024D Bonds to be made by the Issuer, the acceptance of the Series 2024D Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this 2024D Loan Agreement.

This 2024D Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this 2024D Loan Agreement to be kept, performed and observed by the Borrower, then this 2024D Loan Agreement and the

rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

In consideration of the premises, the loan of the proceeds of the Series 2024D Bonds to be made by the Issuer, the acceptance of the Series 2024D Note by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Notes and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this 2024D Loan Agreement and by these presents does assign, grant, mortgage and warrant, and grant a security interest in, to the Issuer and its successors and assigns forever, all of the following described property:

(i) All moneys and securities from time to time held by the Issuer or the Trustee under the terms of this 2024D Loan Agreement or the 2024D Indenture; and

(ii) All right, title and interest of the Borrower in the Leases, including the Lease Rentals; and

(iii) All other properties and moneys hereafter pledged to the Trustee by the Borrower to the extent of that pledge.

TO HAVE AND TO HOLD all and singular, the above described property (the "Security"), whether now owned or hereafter acquired, unto the Issuer, its successors and assigns forever; provided, however, that this 2024D Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this 2024D Loan Agreement to be kept, performed and observed by the Borrower, then this 2024D Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this 2024D Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

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

"Additional Bonds" means the additional bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the 2024D Indenture and any bonds issued in substitution or replacement therefor.

"Annual Fees" means the annual fees charged by the Trustee for services provided as the trustee and paying agent under the 2024D Indenture.

"Authorized Borrower Representative" means the Mayor or the Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" means the Series 2024D Bonds, the Additional Bonds and any other bonds issued under the 2024D Indenture.

"Borrower" means Fishers Town Hall Building Corporation, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, and its successors or assigns hereunder.

"Commission" means the City of Fishers Economic Development Commission.

"Construction Fund" means the Construction Fund established in Section 4.3 of the 2024D Indenture.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

["Credit Facility" means any letter of credit, revolving credit agreement, surety bond, reserve fund surety policy, insurance policy or other similar credit or liquidity agreement or instrument.]

["Credit Provider" means the issuer of any Credit Facility and its successor in such capacity and their assigns, as provided in the 2024D Indenture.]

"Developer" means CityView Fishers, LLC and any affiliates or successors and assigns of such entity under the Project Agreement.

"Financed Project Costs" shall have the meaning assigned in the 2024D Indenture.

"Garage Lease" means the Garage Lease, dated as of _____ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Garage Leased Premises" means the Garage Leased Premises as such term is defined in the Garage Lease.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b)

obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's Investors Service ("Moody's"), Standard & Poors Rating Group ("S&P") or Fitch Ratings ("Fitch") and (ii) in the event that any bonds are defeased with such obligations in whole or in part those Bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Issuer" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State or any successor to its rights and obligations under this 2024D Loan Agreement.

"Leases" means collectively, the Garage Lease and the Public Lease

"Lease Rentals" means Lease Rentals made by the Redevelopment Commission as a lessee under the Leases.

"Leased Premises" means collectively, the Garage Leased Premises and the Public Leased Premises.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2024D Bonds.

"Note" or "Notes" means the Series 2024D Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024D Indenture and with reference to Notes, means all notes theretofore issued and not yet paid and discharged under the terms of this 2024D Loan Agreement.

"Project" means certain economic development facilities, consisting of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, as further described in the Project Agreement.

"Project Agreement" means the Project Agreement, among the Developer, the Issuer, the Borrower, the Redevelopment Commission, and the Commission, dated as of July 13, 2023, and all supplements or amendments thereto.

"Public Lease" means the Public Lease, dated as of _____ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Public Leased Premises" means the Public Leased Premises as such term is defined in the Public Lease.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation and for any amounts above the insurance limits of the Federal Deposit Insurance Corporation, are collateralized by obligations described in (i) hereof; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's or S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's or S&P, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

["Reserve Fund Reimbursement Obligation" shall mean any obligation to reimburse the Credit Provider of any Series 2024D Reserve Fund Credit Facility for any payment made under such Series 2024D Reserve Fund Credit Facility or any other obligation to repay any amounts (including, but not limited to, fees or additional interest) owing to the Credit Provider.]

["Series 2024D Debt Service Reserve Fund" means the fund established by the Issuer as set forth in Section 4.4 of the 2024D Indenture.]

[“Series 2024D Debt Service Reserve Requirement” means an amount equal to the maximum annual debt service on the Series 2024D Bonds, in the amount of $_____].

“Series 2024D Bonds” means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional).

[“Series 2024D Reserve Fund Credit Facility” means any Credit Facility issued or provided by a Credit Provider, (i) which may be deposited in the Series 2024D Debt Service Reserve Fund in lieu of or in partial substitution for cash or Qualified Investments to be on deposit therein, and (ii) which shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from such reserve account in which such Credit Facility is deposited and applied to the payment of the principal of or interest on the Series 2024D Bonds to which such Credit Facility relates.]

“Special Tax Revenues” means revenues received from a special tax levied and collected by the Redevelopment Commission on all taxable property within the geographical boundaries of the City of Fishers Redevelopment District pursuant to Indiana Code 36-7-14-27.

“TIF Revenues” means the revenues received by the Redevelopment Commission pursuant to Indiana Code 36-7-14-39 from the CityView Allocation Area, the Downtown Allocation Area, the Allisonville Corridor Allocation Area, the 116th Street Allocation Area, the Fishers Tech Park Allocation Area, the Sun King Allocation Area, the 126th & Cumberland Allocation Area, the River Place Allocation Area, the District South Allocation Area, and the Britton Park Allocation Area each of which are within the Consolidated Fishers/I-69 Economic Development Area.

“Trustee” means the trustee and/or co-trustee at the time serving as such under the 2024D Indenture, and shall initially mean _____, with a designated corporate trust office in Indianapolis, Indiana.

“2024D Bond Fund” means the Bond Fund established by Section 4.2 of the 2024D Indenture.

“2024D Indenture” means the Trust Indenture dated as of _____ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024D Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This 2024D Loan Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this 2024D Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

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

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

(e) Any terms not defined herein but defined in the 2024D Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024D Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibit. The following Exhibit is attached to and by reference made a part of this 2024D Loan Agreement.

Exhibit A. Form of Series 2024D Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2024D BOND PROCEEDS

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

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024D Loan Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this 2024D Loan Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to provide funds from the issuance of the Series 2024D Bonds to loan to the Borrower for financing of the Financed Project Costs for the benefit of the holders of the Bonds, to create additional employment opportunities in the Issuer and to benefit the health, safety, morals and general welfare of the citizens of the Issuer and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this 2024D Loan Agreement and the Series 2024D Note to the Trustee.

(c) The Issuer represents that the Lease Rentals under the Leases are payable from the Special Tax Revenues, or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including the TIF Revenues.

(d) The Issuer represents that the Series 2024D Note will be assigned to the Trustee pursuant to the 2024D Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2024D Note has not been registered under the Securities Act of 1933.

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

(a) The Borrower is a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024D Loan Agreement and the Series 2024D Note, has full power to enter into and perform its obligations under this Agreement and the Series 2024D Note, and by proper action has duly authorized the execution and delivery of this 2024D Loan Agreement and the issuance of the Series 2024D Note.

(b) All of the proceeds from the Series 2024D Bonds (including any income earned on the investment of such proceeds) will be used for Financed Project Costs.

(c) Pursuant to the terms of the Project Agreement, the Project will be operated as an economic development facility under the Act, until the expiration or termination of this 2024D Loan Agreement.

(d) Neither the execution and delivery of this 2024D Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2024D Note nor the fulfillment of or compliance with the terms and conditions of this 2024D Loan Agreement, will contravene the Borrower's articles of incorporation or bylaws or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this 2024D Loan Agreement and the Series 2024D Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This 2024D Loan Agreement and the Series 2024D Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this 2024D Loan Agreement or the Series 2024D Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024D Loan Agreement or the Series 2024D Note.

Section 2.3. Loan of Series 2024D Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024D Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the 2024D Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2024D Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 2024D Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024D Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.2, 3.6 and 3.8 hereof, and to execute and deliver supplements and amendments to this 2024D Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this 2024D Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the 2024D Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2024D Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the 2024D Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the 2024D Indenture; provided however, notwithstanding any other provision in this 2024D Loan Agreement, the Borrower's obligation to make payments on the Notes shall be payable solely from the Lease Rentals received by the Borrower under the Leases. Section 4.4 of the 2024D Indenture provides that the Issuer shall deposit in the 2024D Bond Fund on or before each January 15 and July 15, beginning on _____15, 202__, the Lease Rentals assigned to the Trustee pursuant to this 2024D Loan Agreement, for the payment of the Series 2024D Bonds. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this 2024D Loan Agreement.

(b) The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all fees and charges of the Trustee incurred under the 2024D Indenture, including Annual Fees, as and when the same become due; (ii) all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the 2024D Loan Agreement or the 2024D Indenture by the Issuer, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this 2024D Loan Agreement; provided, however, that the Borrower may, without creating a default under this 2024D Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments required to be made by Borrower pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising.

(d) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the 2024D Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(e) Notwithstanding any provision to the contrary in the 2024D Loan Agreement, any and all obligations of the Borrower to make payments on the Notes or under this 2024D Loan Agreement shall be payable solely from the Lease Rentals received by the Borrower pursuant to the terms of the Leases.

Section 3.3. Insurance. The Borrower covenants that it will maintain, or cause to maintained pursuant to the terms of the Leases, combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence with one or more good and responsible insurance companies.

Such insurance policies shall be maintained in good and responsible commercial insurance companies, and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana (notwithstanding anything contained herein or in the Leases, the Trustee shall not be required to ascertain residency of any insurance agent), and shall be for the benefit, as their interests shall appear, of the Trustee, the Borrower and other persons having an insurable interest in the insured property. The policies described in this Sections 3.3 shall clearly indicate that any proceeds under the policies relative to the Leased Premises shall be payable to the Trustee, and the Trustee is hereby authorized to demand, collect and receipt for and recover any and all insurance moneys which may become due and payable under any of said policies of insurance and to prosecute all necessary actions in the courts to recover any such insurance moneys; provided, however, that the Trustee may require, as a condition of demanding, collecting, receiving and recovering any insurance moneys or presenting such actions, full indemnification against the expense thereof and payment of the means therefor.

Section 3.4. Reconstruction or Substitution of Leased Premises.

If all or a portion of the Leased Premises shall be subject to condemnation, the Borrower shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Leases.

Section 3.5. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.6. Payment of Reasonable Expenses of Issuance of Series 2024D Bonds. Pursuant to Section 4.3(c) of the 2024D Indenture, a portion of the proceeds of the Series 2024D Bonds will be used to pay fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Borrower, the Redevelopment Commission, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024D Bonds.

Section 3.7. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 2024D Bonds in the manner specified in Section 3.1 of the 2024D Indenture, and the Trustee shall deposit such proceeds in the manner specified in Section 3.1 of the 2024D Indenture. The Borrower and the Issuer agree that all moneys in any Fund established by the 2024D Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024D Indenture.

Section 3.8. Other Amounts Payable by the Borrower. To the extent the Borrower receives Lease Rentals under the Leases, the Borrower covenants and agrees to pay the following:

(a) All fees, charges and expenses, including Annual Fees and reasonable agent and counsel fees and expenses, of the Trustee incurred under the 2024D Indenture, as and when the same become due.

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024D Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Series 2024D Bonds.

(c) [An amount sufficient to restore the Series 2024D Debt Service Reserve Fund and to satisfy any Reserve Fund Reimbursement Obligation for all draws under the Series 2024D Reserve Fund Credit Facility, in accordance with Section 4.4 of the 2024D Indenture.]

(d) An amount sufficient to reimburse the Issuer for all expenses incurred by the Issuer under this 2024D Loan Agreement and in connection with the performance of its obligations under this 2024D Loan Agreement or the 2024D Indenture.

(e) All reasonable expenses incurred in connection with the enforcement of any rights under this 2024D Loan Agreement or the 2024D Indenture by the Issuer, the Trustee or the Bondholders.

(f) All other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024D Loan Agreement.

Section 3.9. Credits on Notes. Notwithstanding any provision contained in this 2024D Loan Agreement or in the 2024D Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the 2024D Bond Fund for payment on the Bonds (including without limitation any Lease Rentals) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) The principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 2024D NOTE; INSURANCE

Section 4.1. Optional Prepayment. The Series 2024D Note may be prepaid, in whole or in part, without premium, plus in each case accrued interest to the date fixed for redemption, on such dates and in such amounts as correspond to the optional redemption of the Series 2024D Bonds pursuant to Section 5.1(a) of the 2024D Indenture.

To exercise such option to prepay the Series 2024D Note, in whole or in part, the Borrower must deposit or cause funds to be deposited with the Trustee sufficient to pay the principal of, premium, if any, and accrued interest on the portion of the Series 2024D Note to be prepaid and the corollary redemption of the Series 2024D Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2024D Bonds shall be credited against the installment or installments of principal due on the Series 2024D Note corresponding to the maturity of the Series 2024D Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2024D Note obligation with respect thereto.

The Borrower shall give the Trustee not less than forty-five (45) days prior written notice of any prepayment of the Series 2024D Note pursuant to this Section 4.1, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2024D Bonds in the amounts corresponding to the Series 2024D Note to be prepaid.

Section 4.2. Mandatory Prepayment Upon Extraordinary Mandatory Redemption. In the event the Trustee calls the Series 2024D Bonds for extraordinary mandatory redemption pursuant to Section 5.1(b) of the 2024D Indenture, the Borrower shall deliver to the Trustee any condemnation proceeds related to the condemnation of all or any portion of the Leased Premises. The extraordinary mandatory redemption of Series 2024D Bonds with such proceeds shall be deemed prepayment of the Notes in the same amount as Series 2024D Bonds redeemed.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Borrower to make any payment required to be made by it under Section 3.2 hereof, within ten (10) days after the noticed due date;

(ii) failure of the Borrower to deliver to the Trustee, or cause to be delivered on its behalf, the moneys needed to redeem any outstanding Bonds in the manner and upon the date as provided in Article IV of this Agreement;

(iii) failure of the Borrower to observe and perform any other agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Issuer or the Trustee, or for such longer period as the Issuer may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion;

(iv) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs and the same is not dismissed within sixty (60) days after entry; or the filing and pendency for sixty (60) days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(v) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(vi) Any event of default under Section 7.1 of the 2024D Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024D Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Acceleration. If acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.2 of the 2024D Indenture, the Trustee, upon receipt of indemnity satisfactory to the Trustee, shall declare all Loan Payments to be immediately due and payable, whereupon the same shall become immediately due and payable. Notwithstanding anything in the Notes, the 2024D Indenture, or this 2024D Loan Agreement to the contrary, the Redevelopment Commission's obligation to pay Lease Rentals shall not be subject to acceleration.

(ii) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, upon receipt of indemnity satisfactory to the Trustee, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this 2024D Loan Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024D Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower. In addition, if the acceleration of the maturity of the Bonds will have been annulled and rescinded in accordance with the provisions of the 2024D Indenture, then the acceleration of all loan payments and any other outstanding indebtedness under this 2024D Loan Agreement will likewise be annulled and rescinded. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon notice and/or demand, the Trustee, in its own name, may upon receipt of indemnity satisfactory to the Trustee institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this 2024D Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this 2024D Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements by the Trustee.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024D Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024D Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024D Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024D Loan Agreement or the 2024D Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Borrower, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Borrower, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Borrower, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024D LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this 2024D Loan Agreement. Subject to the provisions of Article X of the 2024D Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this 2024D Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to nationally recognized bond counsel for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the 2024D Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this 2024D Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on written demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024D Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024D Loan Agreement for Benefit of Parties Hereto. Nothing in this 2024D Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, the Trustee, and the holder of the Notes, any right, remedy or claim under or by reason of this 2024D Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024D Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024D Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024D Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024D Loan Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024D Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fishers, Indiana
Three Municipal Drive
Fishers, Indiana 46038
Attn: Controller

To the Borrower: Fishers Town Hall Building Corporation
Three Municipal Drive
Fishers, Indiana 46038
Attn: Controller

To the Trustee: _____
_____
_____
Attn: Corporate Trust Services

Section 9.5. Successors and Assigns. Whenever in this 2024D Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024D Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 9.6. Counterparts. This 2024D Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024D Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024D Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

Section 9.8. Indenture Provisions. The 2024D Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this 2024D Loan Agreement and the execution of this 2024D Loan Agreement shall constitute conclusive evidence of approval of the 2024D Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the 2024D Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the 2024D Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the 2024D Indenture as fully as if the Borrower were a party to the 2024D Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this 2024D Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

FISHERS TOWN HALL BUILDING CORPORATION

By: _____
_____, President

Attest:

_____
_____, Secretary-Treasurer

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

Attest:

_____
Lisa Bradford, Controller

[*Signature Page of 2024D Loan Agreement*]

EXHIBIT A

FISHERS TOWN HALL BUILDING CORPORATION

NOTE, SERIES 2024D

FOR VALUE RECEIVED, the undersigned, Fishers Town Hall Building Corporation ("Borrower"), a nonprofit corporation organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fishers, Indiana ("Issuer"), in immediately available funds, the principal sum of $_____, and interest thereon, during the term of the Loan Agreement (the "2024D Loan Agreement") dated as of _____ 1, 2024 between Issuer and Borrower, commencing one business day prior to _____ 1, 202__, and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 2024D Bonds (as hereinafter defined), all subject to the credits described in the 2024D Loan Agreement and to the presence of other available money for such installment in the 2024D Bond Fund under the Trust Indenture (including without limitation any Lease Rentals) dated as of _____ ____, 2024, between the Issuer and_____, as Trustee (the "Trustee").

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional)" (the "Series 2024D Bonds"). All of the terms, conditions and provisions of the 2024D Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the 2024D Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the 2024D Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason.

The principal of and interest on this Note is a limited obligation of the Borrower payable solely from the Lease Rentals.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the 2024D Loan Agreement.

In certain events and in the manner set forth in the 2024D Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the 2024D Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the 2024D Loan Agreement shall have the meanings assigned to them in the 2024D Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of _____, 2024.

Issue Date: _____, 2024

FISHERS TOWN HALL BUILDING CORPORATION

By: _____

Printed: _____

Title: _____

ENDORSEMENT

Pay, without recourse, to _____, as Trustee under the Trust Indenture dated as of _____ ___, 2024, from the undersigned.

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

_____
Controller

2024D TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

_____,
Indianapolis, Indiana,
As Trustee

$_____

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Dated as of _____ 1, 2024

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of _____ 1, 2024 (this "2024D Indenture"), by and between the CITY OF FISHERS, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana (the "State") and _____, a national banking association, having a corporate trust office in Indianapolis, Indiana, as Trustee ("Trustee");

WITNESSETH:

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom to an individual or an entity for the purpose of financing the costs of construction of economic development facilities, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, to foster economic development, the Issuer and Fishers Town Hall Building Corporation (the "Borrower") desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project"), in accordance with the Project Agreement, dated as of July 13, 2023 (the "Project Agreement"), among the City, the Borrower, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), the City of Fishers Economic Development Commission (the "Economic Development Commission") and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC); and

WHEREAS, to satisfy its obligations under the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of all or a portion of the Project; and

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

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) in the aggregate principal amount of $_____ (the "Series 2024D Bonds") pursuant to this 2024D Indenture, and to lend the proceeds of the Series 2024D Bonds pursuant to the provisions of the 2024D Loan Agreement, dated as of _____ 1, 2024, between the Issuer and the Borrower ("2024D Loan Agreement") for the purpose of paying certain costs of the Project; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of portions thereof will create additional employment opportunities in the Issuer, will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing, the Indenture, and the Series 2024D Bonds; and

WHEREAS, the execution and delivery of this 2024D Indenture and the issuance of the Series 2024D Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, the 2024D Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024D Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024D ("Series 2024D Note") in substantially the form attached thereto as Exhibit A; and

WHEREAS, pursuant to this 2024D Indenture, the Issuer will endorse the Series 2024D Note without recourse and assign certain of its rights under the 2024D Loan Agreement as security for the Series 2024D Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 2024D Note, and any other Notes issued under the 2024D Loan Agreement (collectively, the "Notes") except to the extent paid out of Bond proceeds; and

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into (i) a Garage Lease, dated as of _____ ___, 2024, between the Borrower, as lessor and the Redevelopment Commission, as lessee (the "Garage Lease"), with respect to certain real estate and a parking garage and related improvemetns to be constructed thereon, and (ii) a Public Lease, dated as of _____ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee (the "Public Lease"), with respect to all or a portion of 116th Street between Hoosier Road and Wedgeport Lane, including related improvements and fixtures located thereon, including any related improvements and fixtures located thereon; and

WHEREAS, pursuant to IC 36-7-14-25.5, the lease rentals under the Garage Lease and the Public Lease are payable from a special tax levied and collected by the Commission on all taxable property within the City of Fishers Redevelopment District, pursuant to IC 36-7-14-27 or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission including certain tax increment revenues received by the Redevelopment Commission pursuant to IC 36-7-14-39 from the Downtown Allocation Area, the Allisonville Corridor Allocation Area, the 116th Street Allocation Area, the Fishers Tech Park Allocation Area, the Sun King Allocation Area, the 126th & Cumberland Allocation Area, the River Place Allocation Area, the District South Allocation Area, and the Britton Park Allocation Area each of which is within the Consolidated Fishers/I-69 Economic Development Area; and

WHEREAS, the Notes issued under the 2024D Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Garage Lease and the Public Lease (the "Lease Rentals"); and

WHEREAS, the Series 2024D Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this 2024D Indenture, to-wit:

(Form of Series 2024D Bond)

R-___

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP
_.___%	_____ __, 202__	_____ __, 202__	_____ __, 2024	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS ($_____)

The City of Fishers, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments on the Series 2024D Note and Lease Rentals hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as provided for herein), and to pay interest hereon at the Interest Rate stated above from the interest payment date to which interest has been paid next preceding the date of authentication of this bond unless this bond is authenticated after the fifteenth day of the immediately prior month in which interest is payable in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____15, 202__ in which case it shall bear interest from the Original Date, until the principal shall be fully paid, which interest is payable on February 1 and August 1 of each year, beginning on August 1, 2024. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this bond is payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable interest payment date, to the person in whose name this bond is registered on the first day of the month of such interest payment date. Principal of and premium, if any, on this bond is payable in lawful money of the United States of America at the corporate trust operations office of _____, located in _____ (the "Registrar" and the "Paying Agent").

This bond is one of an authorized issue of bonds of the Issuer, all of like date, tenor and effect (except as to numbering, interest rates, and dates of maturity), in the aggregate principal amount of _____ ($_____) (the "Series 2024D Bonds"), issued

under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a 2024D Trust Indenture (the "2024D Trust Indenture"), dated as of _____ ___, 2024, between the Issuer and _____ as trustee (the "Trustee"), to which reference is hereby made for a description of the property securing the Series 2024D Bonds and any additional parity Bonds issued thereunder (the "Additional Bonds") (the Series 2024D Bonds and any Additional Bonds, collectively, the "Bonds"), the rights under the 2024D Trust Indenture of the Issuer, the registered owners of the Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree.

The Series 2024D Bonds are being issued for the purpose of providing funds to finance the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, by lending such funds to the Fishers Town Hall Building Corporation (the "Borrower") pursuant to the 2024D Loan Agreement dated as of March 1, 2024 ("2024D Loan Agreement") between the Borrower and the Issuer. The 2024D Loan Agreement prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the Issuer its Note, Series 2024D ("Series 2024D Note") in a principal amount equal to the principal amount of such Series 2024D Bonds in order to evidence such loan.

The Bonds are special and limited obligations of the Issuer payable solely from and secured exclusively by the Series 2024D Note, the Lease Rentals (as defined in the Trust Indenture), and other moneys assigned by the Trust Indenture. The Trust Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.8 thereof and allows the Issuer to terminate the security of the Trust Indenture for Bonds by establishing a trust fund under the conditions set out in Section 11.2 thereof. Reference is made to the Trust Indenture and to all indentures supplemental thereto and to the 2024D Loan Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the terms on which the Bonds are being issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Series 2024D Bond assents.

The Series 2024D Bonds are issuable in registered form without coupons in the denominations of _____ Dollars ($_____) or integral multiples thereof. This Bond is transferable by the registered owner hereof at the corporate trust operations office of the Registrar, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This Bond may be exchanged upon surrender hereof at the corporate trust operations office of the Registrar, or at such office or offices as the Registrar may designate in writing to the registered owner, duly endorsed by the registered owner for the same aggregate principal amount of Bonds of the same maturity in authorized denominations as the registered owner may request.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

[The Series 2024D Bonds maturing on or after _____ 1, 20___ may be redeemed prior to maturity at the option of the Issuer, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than _____ 1, 20___, from any moneys made available for that purpose, at face value plus interest accrued to the date fixed for redemption and without any premium.

The Series 2024D Bonds maturing on _____ 1, 20___, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Date	Amount

* Final Maturity

The Trustee shall credit against the mandatory sinking fund requirement for any of the Series 2024D Bonds maturing on _____ 1, 20___ (the "Term Bonds"), and corresponding mandatory sinking fund redemption obligation, in the order determined by the Issuer, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

The Series 2024D Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance or a condemnation award received in certain circumstances relating to damage, destruction or condemnation of certain property owned by the Borrower and leased in exchange for the Lease Rentals.

If any of the Series 2024D Bonds are called for redemption as aforesaid, unless waived by the Registered Owners, notice thereof identifying the Series 2024D Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2024D Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any

registered Series 2024D Bond, shall not affect the validity of any proceedings for the redemption of other Series 2024D Bonds.

All Series 2024D Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Trust Indenture and shall not be deemed to be outstanding under the provisions of the Trust Indenture.

The Series 2024D Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2024D Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Trust Indenture, the Lease Rentals and the payments to be made on the Series 2024D Note issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Trust Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 2024D Bond. The Series 2024D Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2024D Bonds. No covenant or agreement contained in the Series 2024D Bonds or the Trust Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the City of Fishers Economic Development Commission (the "Commission"), the Fishers Redevelopment Commission (the "Redevelopment Commission"), the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 2024D Bonds shall be liable personally on the Series 2024D Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024D Bonds.

The holder of this Series 2024D Bond shall have no right to enforce the provisions of the Trust Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Trust Indenture, the principal of all the Bonds issued under the Trust Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Trust Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Trust Indenture. The Series 2024D Note and the obligation to pay Lease Rentals shall not be subject to acceleration.

A Continuing Disclosure Agreement from the Issuer to each registered owner or holder of any Bond, dated as of the date of initial issuance of the Bonds (the "Agreement"), has been

executed by the Issuer, a copy of which is available from the Issuer and the terms of which are incorporated herein by this reference. The Agreement contains certain promises of the Issuer to each registered owner or holder of any Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Agreement and to the exchange of such payment and acceptance for such promises.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Trust Indenture precedent to and in the issuance of this Series 2024D Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2024D Bond have been duly authorized by the Issuer.

This Series 2024D Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Trust Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fishers, Indiana, in Hamilton County, has caused this Series 2024D Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City Council and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Controller all as of _____ ___, 2024.

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Controller

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2024D Bond is one of the Series 2024D Bonds described in the within mentioned Trust Indenture.

_____, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within Series 2024D Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2024D Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 2024D Bond in every particular, without alteration or enlargement or any change whatever.

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

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) Under Uniform Transfers to Minors Act of _____ (State)

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

(End of Bond Form)

NOW, THEREFORE, THIS 2024D INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this 2024D Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this 2024D Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

DIVISION I

The Series 2024D Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

DIVISION II

All right, title, and interest of the Issuer in and to the 2024D Loan Agreement (except the rights reserved to the Issuer), including the all right, title, and interest of the Issuer in the Lease Rentals; and

DIVISION III

All moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this 2024D Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to

time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this 2024D Indenture, the following words and terms as used in this 2024D Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this 2024D Indenture.

"Annual Fees" means the annual fees charged by the Trustee for services provided as the trustee and paying agent under this 2024D Indenture.

"Authorized Issuer Representative" means any of the Mayor or Controller of the Issuer.

"Authorized Borrower Representative" means any of the Mayor or Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

"Bonds" means any Bonds issued pursuant to this 2024D Indenture, including the Series 2024D Bonds.

"Borrower" means the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation, and its permitted successors and assigns under the 2024D Loan Agreement.

"Commission" means the City of Fishers Economic Development Commission.

"Construction Account" means the account created by the Issuer as set forth in Section 4.3 of this 2024D Indenture.

"Construction Fund" means the fund established by the Issuer as set forth in Section 4.3 of this 2024D Indenture.

["Credit Facility" means any letter of credit, revolving credit agreement, surety bond, reserve fund surety policy, insurance policy or other similar credit or liquidity agreement or instrument.]

["Credit Provider" means the issuer of any Credit Facility and its successor in such capacity and their assigns. To qualify under this 2024D Indenture, the Credit Provider providing such Credit Facility shall be either:

(i) an insurer whose long-term debt obligations are rated (at the time of issuance of such Credit Facility) in one of the two highest Rating Categories by the Rating Agency or Rating Agencies then rating the Bonds; or

(ii) a bank or trust company which has an outstanding, unsecured, uninsured and unguaranteed debt issue rated (at the time of issuance of such Credit Facility) in one of the two highest Rating Categories by the Rating Agency or Rating Agencies then rating the Bonds.]

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

"Financed Project Costs" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(a) the "Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 2024D Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, fees of the Issuer's financial advisor, the acceptance fee of the Trustee and the first year of the Trustee's fees hereunder, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the costs of preparing or printing the Series 2024D Bonds and the documentation supporting the issuance of the Series 2024D Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(b) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Financed Project Costs;

(c) all costs and expenses which Issuer or Borrower shall be required to pay, or advance under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project, including the amounts required under the Project Agreement to be deposited under the Funding Agreement and disbursed for the payment of the costs pursuant to the Funding Agreement; and

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

"Funding Agreement" shall have the meaning assigned in the Project Agreement.

"Funds and Accounts" shall mean the funds and accounts established in Article IV of this 2024D Indenture.

"Garage Lease" means the Garage Lease, dated as of _____ ___, 2024 between the Borrower, as lessor, the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Garage Leased Premises" means the Garage Leased Premises as such term is defined in the Garage Lease.

"Government Obligations" shall have the meaning assigned in the 2024D Loan Agreement.

"Interest Payment Date" on the Series 2024D Bonds means each February 1 and August 1 (whether or not a business day), commencing _____ ___, 202__.

"Issuer" means the City of Fishers, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the 2024D Loan Agreement and the Indenture.

"Leased Premises" means, collectively, the Garage Leased Premises and the Public Leased Premises as set forth in the Leases.

"Leases" means, collectively, the Garage Lease and the Public Lease.

"Lease Rentals" means Lease Rentals made by the Redevelopment Commission as a lessee under the Leases.

"2024D Loan Agreement" means the 2024D Loan Agreement, dated as of _____ 1, 202__, between the Borrower and the Issuer and all amendments and supplements thereto.

"Note" or "Notes" shall have the meaning assigned in the 2024D Loan Agreement.

"Operation Fund" means the fund established by the Issuer as set forth in Section 4.6 of this 2024D Indenture.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Borrower and who shall be satisfactory to the Trustee in its reasonable discretion.

"Original Issue Date" means _____ ___, 2024.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this 2024D Indenture, except:

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

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

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

"Paying Agent" means the Trustee and any successor paying agent or co-paying agent.

"Project" means the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west

"Project Agreement" means the Project Agreement, dated July 13, 2023, among the Issuer, the Borrower, the Redevelopment Commission, the Commission and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC).

"Public Lease" means the Public Lease, dated as of _____ ___, 2024 between the Borrower, as lessor, the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Public Leased Premises" means the Public Leased Premises as such term is defined in the Public Lease.

"Qualified Investments" shall have the meaning assigned in the 2024D Loan Agreement.

"Record Date" means the first day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the City of Fishers Redevelopment Commission.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds then Outstanding.

["Reserve Fund Reimbursement Obligation" shall mean any obligation to reimburse the Credit Provider of any Series 2024D Reserve Fund Credit Facility for any payment made under such Series 2024D Reserve Fund Credit Facility or any other obligation to repay any amounts (including, but not limited to, fees or additional interest) owing to the Credit Provider.]

"Series 2024D Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) in the aggregate principal amount of $_____.

["Series 2024D Debt Service Reserve Fund" means the fund established by the Issuer as set forth in Section 4.4 of this 2024D Indenture.]

["Series 2024D Debt Service Reserve Requirement" means an amount equal to the maximum annual debt service on the Series 2024D Bonds, in the amount of $_____.]

"Series 2024D Note" shall have the meaning assigned in the 2024D Loan Agreement.

[“Series 2024D Reserve Fund Credit Facility” means any Credit Facility issued or provided by a Credit Provider, (i) which may be deposited in the Series 2024D Debt Service Reserve Fund in lieu of or in partial substitution for cash or Qualified Investments to be on deposit therein, and (ii) which shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from such reserve account in which such Credit Facility is deposited and applied to the payment of the principal of or interest on the Series 2024D Bonds to which such Credit Facility relates.]

“Trust Estate” means the funds and accounts, the Series 2024D Note, the Lease Rentals, and the other assets described in the Granting Clauses of this 2024D Indenture.

“Trustee” means _____, a National Banking Association, the party of the second part hereto, and any successor trustee or co-trustee.

“2024D 2024D Bond Fund” means the fund established by the Issuer as set forth in Section 4.2 of this 2024D Indenture.

“2024D Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

Section 1.2. Rules of Interpretation. For all purposes of this 2024D Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This 2024D Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this 2024D Indenture as a whole and not to any particular Article, Section or other subdivision.

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

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

(e) Any terms not defined herein but defined in the 2024D Loan Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024D Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024D Indenture:

Exhibit A: Construction Account Disbursement Request

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 2024D Bonds. No Bonds may be issued under the provisions of this 2024D Indenture except in accordance with this Article. The principal amount of the Series 2024D Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to $_____. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 2024D Bonds. The Series 2024D Bonds shall be designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax)." The Series 2024D Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of _____ Dollars ($_____) and integral multiples thereof, and shall be lettered and numbered R-1 and upward. Interest on the Series 2024D Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Series 2024D Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2024D Bonds shall be payable on each February 1 and August 1, commencing on A _____ __, 202__.

[The Series 2024D Bonds shall mature on the dates set forth below, beginning on _____ __, 202__ and ending on _____ __, 20___ in the amounts with interest at the rates set forth below:

Maturity Date	Amount	Interest Rate

T – Denotes Term Bond

The Series 2024D Bonds maturing on _____ __, 202__, shall be the "Term Bonds" and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 5.1(c).]

The Series 2024D Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on

the Series 2024D Bonds shall be in default, Series 2024D Bonds issued in exchange for Series 2024D Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2024D Bonds or, if no interest has been paid on the Series 2024D Bonds, from the date of issuance and delivery of the Series 2024D Bonds. Series 2024D Bonds authenticated on or prior to _____ 15, 2024 shall bear interest from the date of delivery of the Series 2024D Bonds.

Section 2.3. Payment on Bonds. The interest on the Series 2024D Bonds shall be payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Paying Agent at least five (5) business days prior to the applicable interest payment date, to the person in whose name each Series 2024D Bond is registered on the first day of the month of such interest payment date. The principal of the Series 2024D Bonds shall be payable in lawful money of the United States of America, at the corporate trust office of the Paying Agent in Indianapolis, Indiana or by wire transfer of immediately available funds to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable principal payment date.

Section 2.4. Execution; Limited Obligation. The Series 2024D Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor of the Issuer and attested with the manual or the facsimile signature of the Controller of the Issuer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Series 2024D Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2024D Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 2024D Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2024D Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Indenture, the Lease Rentals and the payments to be made on the Series 2024D Note issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 2024D Bond. The Series 2024D Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2024D Bonds. No covenant or agreement contained in the Series 2024D Bonds or the Indenture shall be deemed to be a covenant or agreement of any

member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 2024D Bonds shall be liable personally on the Series 2024D Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024D Bonds.

Section 2.5. Authentication. No Series 2024D Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this 2024D Indenture unless and until the certificate of authentication on such Series 2024D Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Series 2024D Bond has been authenticated and delivered under this 2024D Indenture. The Trustee's certificate of authentication on any Series 2024D Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Series 2024D Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this 2024D Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this 2024D Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 2024D Bonds. Upon the execution and delivery of this 2024D Indenture, the Issuer shall execute and deliver to the Trustee the Series 2024D Bonds in the aggregate principal amount of $_____. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

(a) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the 2024D Loan Agreement and this 2024D Indenture and the issuance of the Series 2024D Bonds.

(b) Executed counterparts of the 2024D Loan Agreement, the Indenture, and the Leases.

(c) The Series 2024D Note in the same principal amount as the principal amount of the Series 2024D Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(d) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 2024D Bonds in the principal amount of $_____ to the purchasers thereof.

The proceeds of the Series 2024D Bonds, less any underwriter's discount, shall be paid over to the Trustee and deposited to the credit of various Funds and Accounts as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds in addition to the Series 2024D Bonds ("Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding all or a portion of one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, and (ii) financing the cost or estimated cost of completing the Project or of acquiring and/or constructing additional improvements to the Project, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any. Each series of Additional Bonds issued hereunder shall be equal in aggregate principal amount to the principal amount of the additional Note being then currently issued.

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

(a) A supplement to this 2024D Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning the Additional Note being then currently issued as security therefor and providing for the disposition of the proceeds of the sale thereof.

(b) The supplement or amendment to the 2024D Loan Agreement and the other instruments, documents, certificates, and opinions referred to in Section 7.1 of the 2024D Loan Agreement.

(c) The Additional Note being then concurrently issued, made payable to the order of the Issuer, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(d) If necessary, a supplement or amendment to the Lease.

(e) A report or a certificate prepared by an independent certified public accountant or an independent financial advisor selected by the Issuer supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 2024D Bonds, from Lease Rentals pursuant to the Leases.

(f) A copy, duly certified by the Clerk of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the 2024D Loan Agreement and the issuance of such Additional Bonds.

(g) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

(h) An opinion of bond counsel to the effect that (i) such supplement to this 2024D Indenture has been duly executed by the Issuer and constitutes the valid and binding obligation of the Issuer enforceable against the Issuer in

accordance with its terms; and (ii) the Additional Bonds have been duly and validly authorized and issued by the Issuer and constitute the valid and binding limited obligations of the Issuer enforceable against the Issuer in accordance with their terms. The opinion of bond counsel may be qualified as to such matters as are acceptable to the Issuer and the Trustee, and include, without limitation, customary exceptions as to bankruptcy, insolvency and other laws affecting creditors' rights generally and customary exceptions as to principles of equity.

(i) An opinion of an independent public accountant, supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 2024D Bonds from Lease Rentals pursuant to the Leases.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this 2024D Indenture and shall be equally and ratably payable from all Notes issued under the 2024D Loan Agreement, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Borrower, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Series 2024D Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2024D Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2024D Bond, such mutilated Series 2024D Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2024D Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 2024D Bond shall have matured, instead of issuing a duplicate Series 2024D Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2024D Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 2024D Bond with their reasonable fees and expenses in this connection. Any Series 2024D Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2024D Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 2024D Bonds; Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2024D Bonds as provided in this 2024D Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2024D Bond at the corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2024D Bond or Series 2024D Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2024D Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and

the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2024D Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2024D Bond during the period between the Record Date and any interest payment date of such Series 2024D Bond, nor to transfer or exchange any Series 2024D Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Series 2024D Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.11. Book-Entry System. The Issuer has determined that the Bonds may be held by a central depository system pursuant to an agreement between the Issuer and The Depository Trust Company, and have transfers of the Bonds effected by book-entry on the books of the central depository system. The Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company.

Notwithstanding any other provision hereof to the contrary, so long as any Series 2024D Bond is registered in the name of CEDE & CO. as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such 2024D Bond and all notices with respect to such Series 2024D Bond shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Issuer to the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Issuer and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner"), of the Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Issuer to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to the Indenture. The Issuer and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to

be given to Bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Issuer of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this 2024D Indenture shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Issuer to The Depository Trust Company.

Upon receipt by the Issuer of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Issuer kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the Indenture.

If the Issuer determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Bonds, the Issuer may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company requests the Issuer and the Registrar to do so, the Registrar and the Issuer will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Issuer indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders,

the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Issuer and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this 2024D Indenture and the Issuer and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

If the Book Entry System is no longer in effect, registered owners of Bonds may, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, exchange a Bond or Bonds for a Bond or Bonds of equal aggregate principal amount of the same maturity and interest rate of any authorized denominations. For every exchange or transfer of Bonds, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Trustee incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid by the Issuer. The Trustee shall not be obliged to make any transfer or exchange of any Bond called for redemption within thirty days of the redemption date.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2024D BONDS PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit with the Trustee [in the Debt Service Reserve Fund proceeds from the sale of the Series 2024D Bonds, less any underwriter's discount, in an amount equal to $_____. After making such deposit in the Debt Service Reserve Fund, the Issuer shall deposit with the Trustee] in the Construction Account of the Construction Fund all remaining proceeds from the sale of the Series 2024D Bonds, [less any underwriter's discount,] in an amount equal to $_____.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this 2024D Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. 2024D Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "2024D Bond Fund." Money in the 2024D Bond Fund shall be applied as provided in this Section 4.2.

In addition, there shall be deposited in the 2024D Bond Fund, as and when received, (i) all payments received pursuant to the Notes, including the required deposits of Lease Rentals pursuant to Section 4.5 hereof; (ii) all payments specified in Section 3.2 of the 2024D Loan Agreement; (iii) any amount remaining in the Construction Fund to be transferred to the 2024D Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 2024D Bonds; (iv) all interest and other income derived from investments of 2024D Bond Fund moneys as provided herein; and (vi) all other moneys received by the Trustee under and pursuant to any of the provisions of the 2024D Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the 2024D Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the 2024D Bond Fund for its account, sufficient sums from revenues and receipts derived from the Notes and the 2024D Loan Agreement, including the Lease Rentals, promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the 2024D Bond Fund, funds from any source other than receipts derived from the Notes, the 2024D Loan Agreement, and the Lease Rentals.

The Borrower shall immediately upon receipt transfer the Lease Rentals to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit into the 2024D Bond Fund from each Lease Rental Payment, an amount equal to the lesser of the following: (a) all of such rental payment; or (b) an amount which equals the sum of the principal and interest on the Bonds due on, before or within twenty (20) days after the date such Lease Rental Payment becomes due. Any portion of a rental payment remaining after such deposit shall be deposited by the Trustee in the Operation Fund.

Moneys in the 2024D Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due.

Section 4.3. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the the Construction Account.

(a) Moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Borrower to pay for the Financed Project Costs. Upon receipt by the Trustee of a written request in the form attached hereto as Exhibit A signed by an Authorized Borrower Representative:

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

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

(3) stating a recap of payees and the amount paid; and

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

Once all funds are paid out of the Construction Account, the Construction Account shall be closed.

Section 4.4. [2024D Debt Service Reserve Fund. The Trustee shall establish and maintain, so long as any of the Series 2024D Bonds are outstanding, a separate fund to be known as the "Series 2024D Bonds Debt Service Reserve Fund." Money in the Series 2024D Debt Service Reserve Fund shall be applied as provided in this Section 4.4.

The Trustee shall deposit in the Series 2024D Debt Service Reserve Fund all moneys required to be deposited therein pursuant to this 2024D Indenture. The Trustee shall maintain the Series 2024D Debt Service Reserve Fund and shall disburse the funds held in the Series 2024D Debt Service Reserve Fund solely for the payment of interest on and principal of the Series 2024D Bonds, and only if moneys in the 2024D Bond Fund are insufficient to pay principal of and interest on the Series 2024D Bonds after making all the transfers thereto required to be made from the Operation Fund. If moneys in the Series 2024D Debt Service Reserve Fund are used to pay principal of or interest on any Series 2024D Bonds, the depletion of the balance in the Series 2024D Debt Service Reserve Fund shall be restored from Lease Rentals pursuant to the terms of the Lease and after all deposits have been made as required by Section 4.2 hereof. If moneys in the Series 2024D Debt Service Reserve Fund shall exceed the Series 2024D Debt Service Reserve Requirement, such excess shall be transferred at least semiannually to the 2024D Bond Fund. Such valuation of the Series 2024D Debt Service Reserve Requirement shall be made using market value as of each January and July 1st beginning January 1, 2025.

Notwithstanding the foregoing, the Issuer may satisfy the Series 2024D Debt Service Reserve Requirement by purchasing a Series 2024D Reserve Fund Credit Facility and causing such instrument to be deposited into the Series 2024D Debt Service Reserve Fund for the benefit of the holders of the Series 2024D Bonds. If such deposit causes the Series 2024D Debt Service Reserve Fund balance to be equal to the Series 2024D Debt Service Reserve Requirement, moneys in the Series 2024D Debt Service Reserve Fund which cause its balance to be in excess of the Series 2024D Debt Service Reserve Requirement shall be moved in accordance with this Section 4.4, subject to the satisfaction of any Reserve Fund Reimbursement Obligations from such excess as provided below. If a disbursement is made pursuant to the Series 2024D Reserve Fund Credit Facility, the Issuer shall be obligated (but solely from the Trust Estate), within twelve (12) months from the date on which such disbursement was made, to cure such deficiency by (i) reinstating the maximum limits of such Series 2024D Reserve Fund Credit Facility or (ii) depositing cash into the Series 2024D Debt Service Reserve Fund, or a combination of such alternatives, so that the balance of the Series 2024D Debt Service Reserve Fund equals the Series 2024D Debt Service Reserve Requirement. The Trustee shall include in the total amount held in the Series 2024D Debt Service Reserve Fund an amount equal to the maximum amount which could be drawn by the Trustee under the Series 2024D Reserve Fund Credit Facility then on deposit with the Trustee. Amounts required to be deposited in the Series 2024D Debt Service Reserve Fund shall include any amount required to satisfy a Reserve Fund Reimbursement Obligation for the Series 2024D Reserve Fund Credit Facility. The Trustee is hereby authorized to move to the Series 2024D Debt Service Reserve Fund the amounts required to satisfy any Reserve Fund Reimbursement Obligation to any Credit Provider with respect to the Series 2024D Reserve Fund Credit Facility.

Notwithstanding anything herein to the contrary, amounts on deposit in the Series 2024D Debt Service Reserve Fund shall be applied solely to the payment of debt service on the Series 2024D Bonds.]

Section 4.5. Lease Rentals. On or before each January 15 and July 15, commencing on July 15, 2024, the Borrower shall transfer the Lease Rentals received by the Borrower on or before such January 15 or July 15 to the Trustee, who shall deposit such Lease Rentals in the 2024D Bond Fund for the payment of the Series 2024D Bonds on the next Interest Payment Date. The transfers to the 2024D Bond Fund shall serve as a credit against the Borrower's obligations under the Series 2024D Note and the 2024D Loan Agreement with respect to the Series 2024D Bonds.

Section 4.6. Operation Fund. There is hereby established and created a fund designated as the Operation Fund. The Operation Fund shall be used only to pay necessary incidental expenses of the Issuer (e.g. Trustee's fees, including Annual Fees, required audits, attorney's fees, appraisals, meetings, expenses incurred in connection with any continuing disclosure obligations of the Issuer or the Borrower in relation to the Bonds), the payment of principal of and interest on the Bonds upon redemption as authorized in Article V hereof or the purchase price of Bonds purchased as authorized by Section 4.7 hereof, and if the amount in the 2024D Bond Fund at any time is less than the required amount, the Trustee shall, without any further authorization, transfer funds from the Operation Fund to the 2024D Bond Fund in an amount sufficient to raise the amount in the 2024D Bond Fund to the required amount. Such action by the Trustee shall not constitute a waiver of any other right or remedy the Trustee may have under this 2024D Indenture. Incidental expenses shall be paid by the Trustee upon the presentation of an affidavit executed by an Authorized Issuer Representative stating the character of the expenditure, the amount thereof and

to whom due, together with the statement of the creditor as to the amount owing, except for the payment of Trustee's fees which requires no such affidavit from an Authorized Issuer Representative.

Notwithstanding anything herein to the contrary, upon receipt by the Trustee of a Request for Release of Funds, as defined below, the Trustee shall as soon thereafter as practical release to the Issuer funds in the Operation Fund in accord with such Request for Release of Funds. For these purposes, a "Request for Release of Funds" means a written request made by the Issuer which (i) is signed by an Authorized Issuer Representative, (ii) sets forth the amount requested to be released from the Operation Fund to the Issuer, and (iii) includes a statement, accompanied by supporting schedules prepared by an accountant or firm of accountants which verify the statement, that the balance to be held in the Operation Fund immediately after such amount is released to the Issuer is expected to be sufficient to meet the known and anticipated payments and transfers to be satisfied from the Operation Fund in the then next succeeding eighteen months. The supporting schedules shall identify with particularity the anticipated sources and applications of funds. The statement and supporting schedules required by clause (iii) above shall not include anticipated investment earnings based on assumptions about reinvestment rates, but may include known investment earnings scheduled to be received on then current investments, and shall include any known or anticipated gain or loss from the disposition of investments. Notwithstanding the foregoing provisions of this paragraph, the Trustee shall not so release funds from the Operation Fund to the Issuer during any time that there exists an uncured or unwaived event of default hereunder (as defined in Article VII), or an event which with notice or lapse of time or both would become such an event of default, or if the Trustee determines, which determination may be in reliance upon an Opinion of Counsel, that the information set forth in the Request for Release of Funds (including the supporting schedules) is not reasonably consistent with the books and records of the Trustee or is otherwise not accurate or appropriate.

Section 4.7. Redemption and Purchase of Bonds. Whenever the amounts contained in the 2024D Bond Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Issuer, to redeem, upon the next redemption date, all Bonds secured thereby then outstanding, the Trustee shall apply the amounts in such Funds to the redemption of such Bonds pursuant to Article V hereof. At the written request of an Authorized Issuer Representative delivered to the Trustee, the Trustee may remove funds from the Operation Fund to be used for the redemption of Bonds, or for the purchase of Bonds.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this 2024D Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this 2024D Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 2024D BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) [The Issuer shall have the right, at its option, to redeem, according to the procedure hereinafter provided, the Series 2024D Bonds maturing on or after $_____, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than $_____, at face value, plus interest accrued to the date fixed for redemption and without premium.

(b) The Series 2024D Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of condemnation in certain circumstances as described in Section 6.9 and 6.10 hereof.

(c) The Series 2024D Bonds maturing on _____ ___, 20___, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Date	Amount

* Final Maturity

(d) The Trustee shall credit against the mandatory sinking fund requirement for any Term Bonds, and corresponding mandatory sinking fund redemption obligation, in the order determined by the Issuer, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

Section 5.2. Notice to Trustee. To evidence its intention to exercise the right of redemption of any Series 2024D Bonds, the Issuer shall, not less than forty-five (45) days prior to the date selected for redemption, file with the Trustee written notice of its intention to redeem, designating the date fixed for redemption, and if less than all of the outstanding Series 2024D Bonds are to be redeemed stating the aggregate principal amount of Bonds which the Issuer desires to redeem. No failure or defect in such notice by the Issuer to the Trustee shall affect the validity of the redemption of any Series 2024D Bonds.

Section 5.3. Notice to Bondholders. In the case of redemption of Series 2024D Bonds pursuant to Section 5.1 hereof, unless waived by the Registered Owners of the Series 2024D Bonds to be redeemed, notice of the call for any such redemption identifying the Series 2024D Bonds, or portions of fully registered Series 2024D Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 2024D Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number and in the event of a partial redemption, the Series 2024D Bond numbers and called amounts of each Series 2024D Bond, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 2024D Bond shall not affect the validity of any proceedings for the redemption of other Series 2024D Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2024D Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this 2024D Indenture and shall not be deemed to be outstanding under the provisions of this 2024D Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Notice of any redemption hereunder required to be given to the Owners with respect to the Series 2024D Bonds held under a book-entry system shall be given by the Trustee only to the Depository, or its nominee, as the Holder of such Series 2024D Bonds.

Section 5.4. Cancellation. All Series 2024D Bonds which have been redeemed in whole shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued in accordance with the Trustee's destruction policy then in effect.

Section 5.5. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2024D Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 2024D Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 2024D Bond until such Series 2024D Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 2024D Bond.

Section 5.6. Partial Redemption of Bonds. If fewer than all of the Series 2024D Bonds at the time outstanding are to be called for redemption, the maturities of Series 2024D Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Borrower. If fewer than all of the Series 2024D Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Series 2024D Bonds or portions of Series 2024 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2024D Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2024D Bonds or portions

thereof shall be redeemed only in the minimum principal amount of $5,000 or integral multiples thereof.

If less than the entire principal amount of any registered Series 2024D Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered Series 2024D Bond shall forthwith surrender such Series 2024D Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 2024D Bond or Series 2024D Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2024D Bond, which shall be issued without charge therefor; provided that so long as the Series 2024D Bonds are held in a Book-Entry-System with a depository, any such Series 2024D Bonds called for partial redemption do not need to be presented for payment of principal.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this 2024D Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the trust estate consisting of the funds and accounts held under this 2024D Indenture, the Lease Rentals, and the payments to be made on the Note which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this 2024D Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of the funds and accounts held under this 2024D Indenture, the Lease Rentals and the payments to be made on the Notes issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this 2024D Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer in his or her individual capacity, no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this 2024D Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this 2024D Indenture, and to pledge and assign the Series 2024D Note, pledge and assign the Lease Rentals, and assign the 2024D Loan Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this 2024D Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and

other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof it will lawfully own the Series 2024D Note and that such pledge and assignment and the assignment of the 2024D Loan Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend the title to the Series 2024D Note and its interest in the 2024D Loan Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 2024D Note, the 2024D Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, 2024D Loan Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Borrower, shall cause this 2024D Indenture, the 2024D Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto. The expenses related to the filing of any continuation of a financing statement shall be paid by the Borrower.

Section 6.5. Leased Premises. The Issuer covenants that it will cause the Borrower to maintain, or cause to maintained, the Leased Premises in good working condition for the uses for which the Leased Premises are intended.

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

Section 6.7. Rights Under 2024D Loan Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the 2024D Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of

the 2024D Loan Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited. In the absence of written direction from the Borrower, moneys held by the Trustee shall be invested in the _____.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this 2024D Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by the Paying Agent to the Borrower and thereafter Bondholders shall be entitled to look only to the Borrower for payment, and then only to the extent of the amount so repaid, and the Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.10. Insurance on Leased Premises. Pursuant to Section 3.3 of the 2024D Loan Agreement, the Borrower covenants that it will maintain or cause to be maintained certain insurance with respect to the Leased Premises. In case the Borrower at any time refuses, neglects, or fails to obtain certificates of insurance or to effect the insurance as set forth above, the Trustee may, in its discretion, procure such certificates or insurance, and all moneys paid by the Trustee for such certificates or insurance, together with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, shall be repaid by the Borrower upon demand, and shall constitute an additional indebtedness of the Borrower secured by the lien of this 2024D Indenture, prior and paramount to the lien hereunder of said Bonds and interest thereon. The Trustee may require, as a condition of procuring such insurance full indemnification against the expense thereof and full payment of the means therefor.

Section 6.11. Condemnation. (a) In the event all or part of the Leased Premises is taken by exercise of the power of eminent domain, the Borrower shall apply the net proceeds of any condemnation award to the replacement or reconstruction of the Leased Premises.

(b) In the event the Borrower does not commence to replace or reconstruct the Leased Premises as contemplated by the Leases, within ninety (90) days from the date of entry of a final order in any eminent domain proceeding, or the Borrower, having commenced such work of replacement or reconstruction, abandons or fails diligently to prosecute the same, the Trustee may, if provided indemnification satisfactory to the Trustee together with the written direction from the Requisite Bondholders, make or complete such repairs, replacements or reconstructions, and if it shall elect to do so, may enter upon said premises to any extent necessary for the accomplishment of such purposes, provided, nothing contained herein shall obligate the Trustee to make or complete any such replacements or reconstructions, and provided further, the Trustee may not

make or complete such replacements or reconstructions if the Issuer has instructed the Borrower not to undertake such work in accordance with the Leases.

(c) In case the Borrower fails or refuses to proceed forthwith in good faith with the replacement or reconstruction of the Leased Premises which has been taken by eminent domain, and such negligence, failure or refusal continues for one hundred twenty (120) days, upon receipt of the eminent domain award proceeds, the Trustee shall (unless the Trustee proceeds to make the replacements or reconstructions as above provided) apply such proceeds in the following manner:

(i) If the proceeds are sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the redemption of such Bonds at any time, in the manner provided in Article IV of this 2024D Indenture but without premium or penalty and without regard to whether the Bonds are then subject to optional redemption, and with the same force and effect as if such redemption had been made at the option of the Borrower.

(ii) If the proceeds are not sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the partial redemption of outstanding Bonds at any time, without premium or penalty and without regard to whether the Bonds are then subject to optional redemption.

Any redemption of the Bonds shall be accomplished such that the Lease Rentals received from the remaining Leased Premises which have not been so taken by eminent domain shall be sufficient to pay the principal of and interest on the Bonds which have not been redeemed pursuant to this Section 6.11(c), as certified in writing to the Trustee by an Authorized Issuer Representative and Authorized Borrower Representative.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

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

(a) payment of any principal or interest payable on the Bonds shall not be made when the same is due and payable, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by acceleration as hereinafter provided; or

(b) any event of default as defined in Section 5.1 of the 2024D Loan Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this 2024D Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected Lease Rentals as required by Article IV of this 2024D Indenture.

Section 7.2. Acceleration. Upon the happening of any event of default specified in Section 7.1 and the continuance of the same for the period, if any, specified in that Section, the Trustee, by notice in writing delivered to the Issuer and the Borrower, shall declare the entire unpaid principal amount of the Bonds then outstanding, and the interest accrued thereon, to be immediately due and payable. The Redevelopment Commission's obligation to pay Lease Rentals shall not be subject to acceleration.

Section 7.3. Remedies; Rights of Bondholders.

(a) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Borrower under the 2024D Loan Agreement, the Notes and any additional notes.

(b) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(c) No remedy by the terms of this 2024D Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(e) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this 2024D Indenture to the contrary notwithstanding, Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this 2024D Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and this 2024D Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the 2024D Bond Fund and all moneys in the 2024D Bond Fund shall be applied as follows:

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

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

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this 2024D Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower, or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

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

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

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

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this 2024D Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this 2024D Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and Requisite Bondholders shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this 2024D Indenture, and to any action or cause of action for the enforcement of this 2024D Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have

any right in any manner whatsoever to affect, disturb or prejudice the lien of this 2024D Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this 2024D Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this 2024D Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Borrower and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee may in its discretion waive and shall at the written direction of the Requisite Bondholders, waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. In taking any actions hereunder, the Trustee shall be entitled to indemnity satisfactory to it from the holders of the Bonds.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this 2024D Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this 2024D Indenture against the Trustee.

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

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this 2024D Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Borrower under the 2024D Loan Agreement; but the Trustee may require of the Issuer or the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the 2024D Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this 2024D Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this 2024D Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

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

(f) The permissive right of the Trustee to do things enumerated in this 2024D Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this 2024D Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

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

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

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

(k) Notwithstanding anything elsewhere in this 2024D Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this 2024D Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this 2024D Indenture. Except as otherwise specifically stated in this 2024D Indenture, the Issuer shall provide at its expense any indemnity hereunder requested by the Trustee.

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

(n) If any event of default under this 2024D Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this 2024D Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services as provided herein and in the 2024D Loan Agreement. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of bankruptcy of the Issuer, any fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this 2024D Indenture to be kept at the corporate trust office of the Trustee.

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

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any

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

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer and the Borrower and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this 2024D Indenture to be kept at the corporate trust office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee signed by (i) the Issuer if no event of default has occurred and is continuing unremedied or unwaived; or (ii) the Requisite Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. If a successor Trustee has not been appointed within thirty (30) days of the notice of resignation or removal of the Trustee, the Trustee may appoint a successor or may petition a court of competent jurisdiction for the appointment of a successor, and any such action of a court shall be binding upon the parties. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights,

powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc.. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this 2024D Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent, Registrar and Transfer Agent; Resignation or Removal of Paying Agent, Registrar or Transfer Agent. The Trustee is hereby appointed "Paying Agent", "Registrar" and "Transfer Agent" under this 2024D Indenture. Any Paying Agent, Registrar or Transfer Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least sixty (60) days' written notice to the Issuer, the Borrower and the Trustee. Any Paying Agent, Registrar or Transfer Agent may be removed at any time by an instrument, filed with such Paying Agent, Registrar or Transfer Agent and the Trustee and signed by the Issuer and the Borrower. Any successor Paying Agent, Registrar or Transfer Agent shall be appointed by the Issuer at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least One Hundred Million Dollars ($100,000,000), willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this 2024D Indenture.

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

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this 2024D Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this 2024D Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(c) To subject to this 2024D Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this 2024D Indenture which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Borrower, the Issuer or the holders of the Bonds; or

(e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

(f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this 2024D Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this 2024D Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this 2024D Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this 2024D Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the

consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 2024D Bonds then Outstanding of the lien thereby created.

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

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE 2024D LOAN AGREEMENT

Section 10.1. Amendments, etc., to 2024D Loan Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Borrower shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the 2024D Loan Agreement as may be required (i) by the provisions of the 2024D Loan Agreement and this 2024D Indenture, including particularly amendments to the 2024D Loan Agreement relating to the issuance of additional notes, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc., to 2024D Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the 2024D Loan Agreement without the consent of the Borrower and the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the 2024D Loan Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Borrower under the 2024D Loan Agreement, the Notes and this 2024D Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this 2024D Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds) when

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Borrower shall have performed all of their covenants and promises in the 2024D Loan Agreement, the Notes and in this 2024D Indenture; and

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

Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of the State of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this 2024D Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) cash sufficient to make such payment, (2) Government Obligations, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (3) a combination of cash and such Government Obligations, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this 2024D Indenture, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this 2024D Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Borrower, in Government Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the 2024D Bond Fund as and when realized and collected for use and application as are other moneys deposited in the 2024D Bond Fund.

Notwithstanding any provision of any other Article of this 2024D Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Government Obligations have been so set aside in trust.

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

The right to register the transfer of or to exchange Bonds shall survive the discharge of this 2024D Indenture.

Section 11.3. Cancellation of Series 2024D Bonds. If the Owner of any Series 2024D Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 2024D Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer, or the Borrower with respect to that Series 2024D Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this 2024D Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the

principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this 2024D Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this 2024D Indenture or the 2024D Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Borrower, or the directors, trustees, officers or members of the Borrower. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this 2024D Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

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

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

For all purposes of this 2024D Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this 2024D Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Borrower, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this 2024D Indenture or any covenants, conditions and provisions herein contained, this 2024D Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this 2024D Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this 2024D Indenture contained, shall not affect the remaining portions of this 2024D Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified or overnight mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024D Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the 2024D Loan Agreement.

Section 11.9. Counterparts. This 2024D Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This 2024D Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this 2024D Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this 2024D Indenture and issuance of such Bonds.

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

Section 11.13. Reconstruction or Substitution of Leased Premises. If all or a portion of the Leased Premises shall be damaged or destroyed or subject to condemnation, the Borrower, shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Lease.

(End of Article XI)

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

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Controller

_____, as Trustee

By: _____
(Written Signature)

_____
(Printed Signature)

Attest:

_____
(Written Signature)

_____
(Printed Signature)

[*Signature Page of Trust Indenture*]

EXHIBIT A

CONSTRUCTION ACCOUNT DISBURSEMENT REQUEST

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Request for Disbursement from Construction Account

Request No. ___

_____
Attn: Corporate Trust Services
_____
_____

THE UNDERSIGNED hereby certifies that he/she is an Authorized Borrower Representative within the respective meanings of the 2024D Trust Indenture, dated as of _____ 1, 2024 (the "2024D Trust Indenture"), between the City of Fishers, Indiana and The _____, as trustee (the "Trustee"). Terms used in this Request and not defined in this Request are used with the meanings ascribed to such terms in the 2024D Trust Indenture.

Pursuant to Section 4.3(c) of the 2024D Trust Indenture, the Borrower hereby orders the Trustee to pay the Financed Project Costs, as described on Schedule 1 to this Request.

IN SUPPORT OF THIS REQUEST, the undersigned Authorized Borrower Representative of the Borrower certifies as follows:

1. The aggregate costs or obligations set forth in this Request (a) have been made or incurred, (b) were necessary for the construction of the Project or are Bond Issuance Costs, and (c)(i) were made or incurred in accordance with the effective construction contracts, plans and specifications or purchase contracts or (ii) are for otherwise allowable Financed Project Costs;

2. The amount(s) paid or to be paid is(are) reasonable and represent(s) a part of the amount(s) payable for the Financed Project Costs; and such payment(s) was(were) made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

3. No part of such costs or obligations was included in any written request previously filed with the Trustee under the provisions of the Trust Indenture;

4. Exhibit A to this Request is a "recap" of the vendors and the respective amounts paid or to be paid pursuant to this Request; and

5. Such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Date:_____

FISHERS TOWN HALL BUILDING CORPORATION

By: _____

Printed: _____

Title: _____

EXHIBIT A

Payee	Purpose	Amount

DMS 22026242.7

Council Action Form

MEETING DATE	April 15, 2024			
TITLE	Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐1st Reading	☒2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 041524A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☒Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☒ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

	☐ Wait 31 days **prior to** filing with the County Recorders' Office	
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Rick Hall, Barnes and Thornburg, LLP	

BACKGROUND (Includes description, background, and justification)	This Ordinance provides for the approval of the issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) in the maximum principal amount of $23,000,000 and provides for (i) the terms of the Series 2024D Bonds, (ii) the approval of financing document incident to the issuance of the Series 2024D Bonds including (a) a Trust Identure and (b) a Loan Agreement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	Not to exceed $23,000,000
	Source of Funds:	Bond proceeds of the Taxable Economic Development Revenue Bonds, Series 2024D of the City
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include *Deny Approval* Option)	1.	Approve the Ordinance
	2.	Deny the Ordinance and Provide Alternative Direction
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Council introduce the Ordinance for a first reading and consider the Ordinance for approval at the Council's May 2024 Meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Exhibit A - Form of Trust Indenture 3. Exhibit B - Form of Loan Agreement	

PROPOSED SALARY ADJUSTMENT

City Council Presentation 5/20/2024

FISHERS

Population & Employee Counts 2023

2nd Class Cities in Indiana

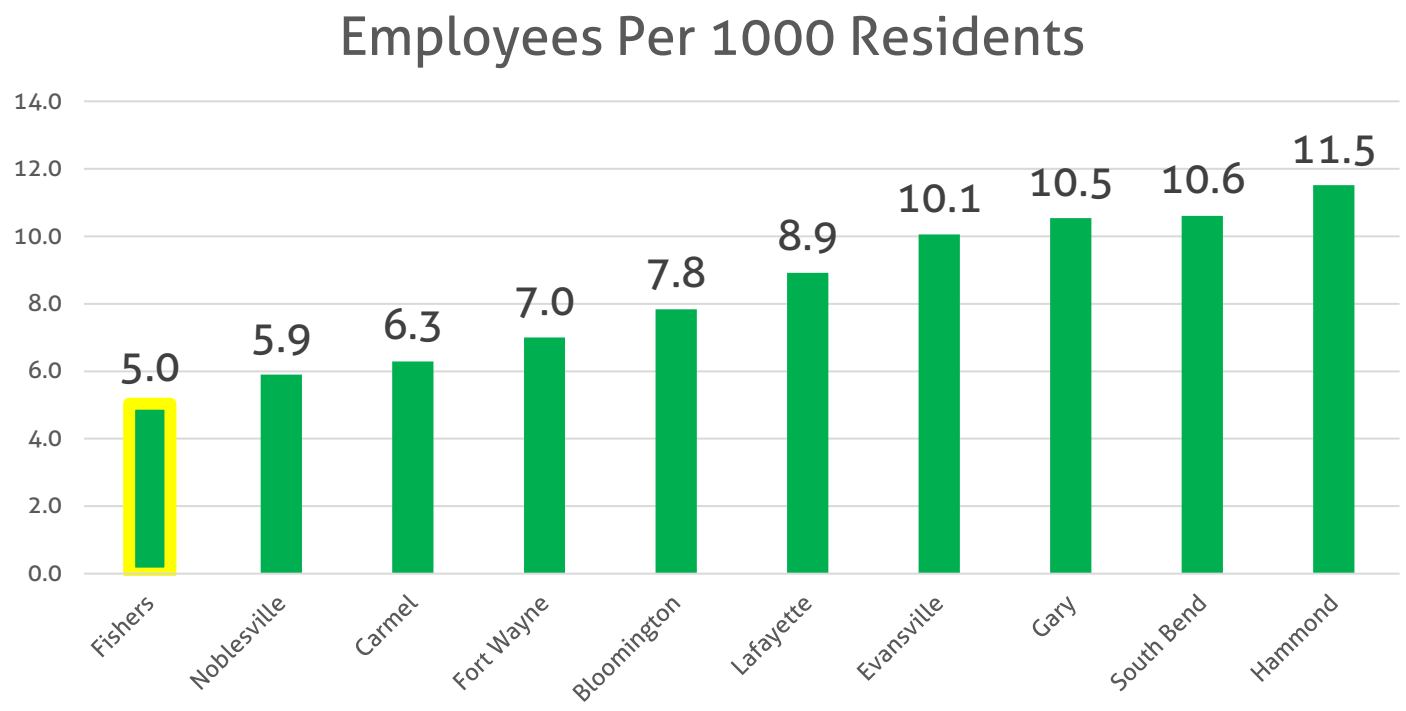
Population Rank	City	2023 Population Estimates	Total Employees (2023)	**Per Capita**
1	**Fort Wayne**	267,927	1877	7.0
2	**Evansville**	114,941	1156	10.1
3	**Fishers**	103,221	520	5.0 (Least Employees Per Capita)
4	**Carmel**	102,997	648	6.3
5	**South Bend**	101,141	1073	10.6
6	**Bloomington**	79,129	620	7.8
7	**Hammond**	75,983	875	11.5
8	**Noblesville**	74,167	438	5.9
9	**Lafayette**	71,734	640	8.9
10	**Gary**	67,457	711	10.5

Among *2nd class cities* in Indiana, the City of Fishers is **the third most populous in the state per 2023 estimates but has the lowest employees per capita.**

Employee data collected a 2023 AIM survey, Annual Comprehensive Financial Reports, & municipal websites.

Total City Employees Per Capita 2023

Among Largest Second-Class Cities in Indiana



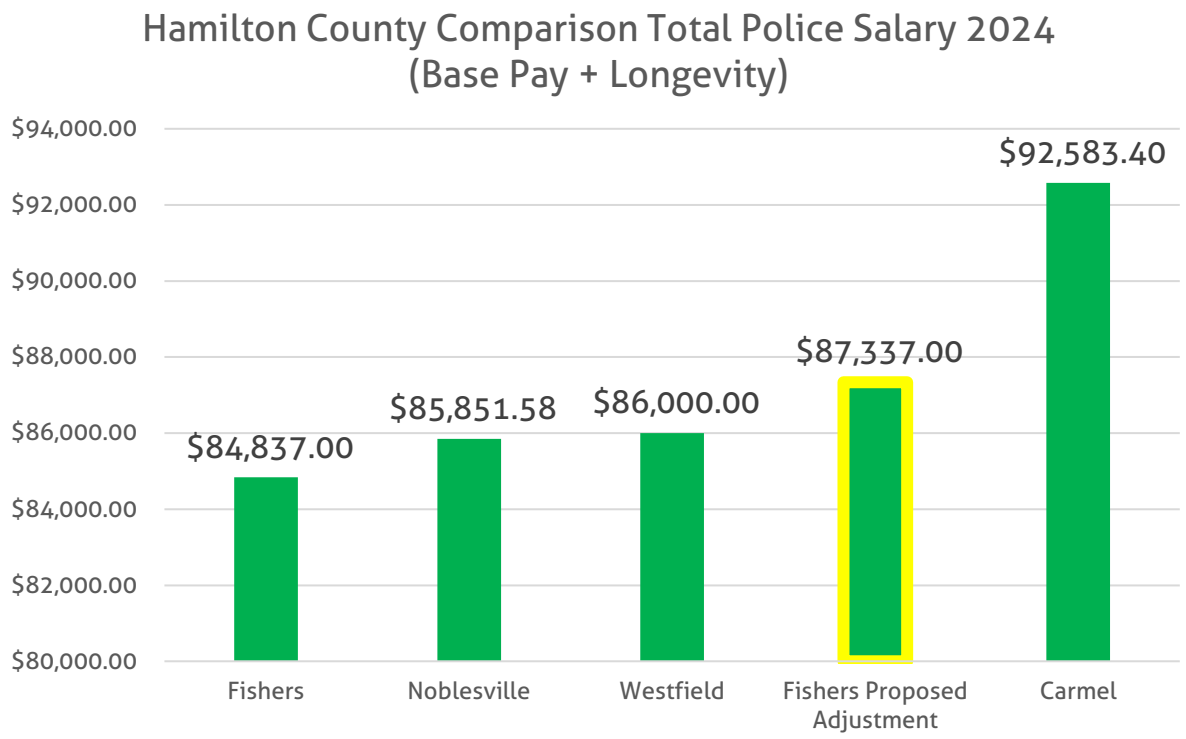
- The City of Fishers employs **5 full time employees per 1000 residents** in Fishers.
- *Excluding* all public safety personnel (uniform & civilian), the City employs **2.1 employees per 1000 residents.**
- Among the 10 largest (second class) cities in the State, the City of **Fishers has the lowest number of employees per capita.**
- Fishers operates with **130+ less employees than its neighbor Carmel** and **half the employees of South Bend and Evansville**, which are comparable from a population standpoint.

Data collected from a 2023 AIM survey & Annual Comprehensive Financial Reports
***Numbers include public safety personnel**

Police Department Total Salary

City of Fishers vs Other Municipalities

Fishers currently ranks last among Hamilton County municipalities in terms of total salary of sworn police personnel. The proposed adjustment will bring Fishers above Noblesville & Westfield.



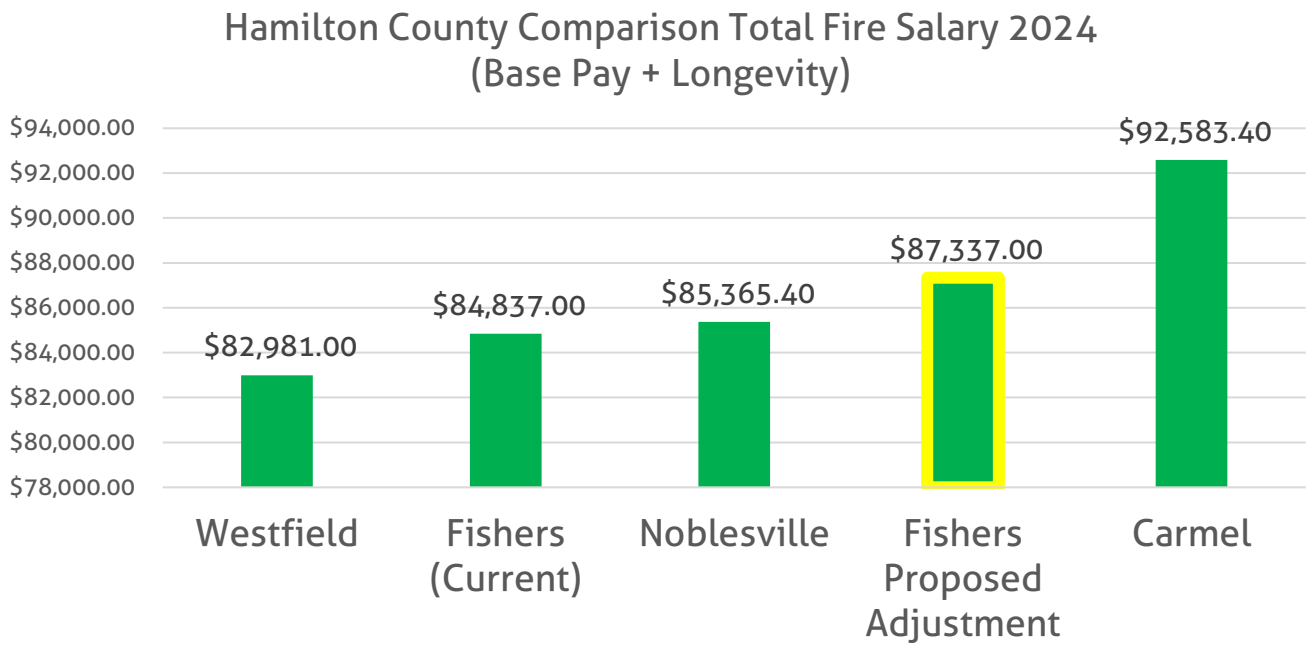
Fishers has **the lowest number of officers per capita** among Hamilton County municipalities (2023 Totals).

City	Sworn Officers	Officers Per 10,000 Residents
Fishers	120	11.7
Westfield	68	12.4
Noblesville	97	13.1
Carmel	137	13.3

Fire Department Total Salary

City of Fishers vs Other Municipalities

Fishers currently ranks above Westfield in terms of total salary of sworn fire personnel. The proposed adjustment will bring Fishers above Noblesville in terms of total salary.



Fishers also has **the lowest number of firefighters per capita** among Hamilton County municipalities (2023 Totals).

City	Sworn Fire	Firefighters Per 10,000 Residents
Fishers	156	15
Westfield	92	16
Noblesville	156	19
Carmel	164	16

Public Safety Benefits

City of Fishers vs Hamilton County Municipalities

Benefit	Fishers	Noblesville	Carmel	Westfield
1977-Fund Contribution	City pays 3% of Ee Contribution	City pays 1.5% of Ee Contribution	City pays 3.5% of Ee Contribution	City pays 6% (Full Ee Contribution)
Deferred Compensation (457b/401a)	City match up to $1,500 annually	City match up to $2,000 annually	City match 10%/yr of svc; Max 50%	N/A
Health Ins Premium Per Pay	$0 Individual/ $65.39 Family	$78.39 Individual/ $219.85 Family	HDHP = $56 Individual/$193 Family PPO = $88 Individual/$305 Family	Plan A = $0 Individual/$31.86 Family Plan B = $23.02 Individual/$68.78 Family

Proposed Adjustment Plan

+ Financial Impact

Proposed Adjustment*	2024 Budget Impact**	2025 Impact
$1,000 Increase to Civilian Annual Salary **$2,500 Increase** to Public Safety Annual Salary	~$520,000	~$1,040,000

* The proposed adjustments are *NOT* a one-time bonus, but an increase to annual salaries
** **2024 Budget Impact** reflects a pro-rated amount for the 6 months remaining in the '24 year

Financial Implications:

- The City intends to absorb the '24 increase in the '24 budget
- The adjustment will increase the '25 public safety pension base by $2500 ('24 already locked in)
- The proposed adjustments do not prohibit additional annual adjustments in '25

ORDINANCE NO. 052024

AMENDMENT TO 2024 ORDINANCE FOR THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, pursuant to Ind. Code §36-4-7-3, subject to the approval of the city legislative body, the city executive shall fix the compensation of each appointive officer, deputy, and other employees of the City;

WHEREAS, consistent with state statutes, the Council, upon due deliberation, desires to adopt amended 2024 salaries for officers and employees.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fishers meeting in regular session as follows:

Section 1. The 2024 Salary Ordinance for elected and non-elected employees of the City of Fishers is hereby established in accordance with the maximum base bi-weekly salary or hourly rate as set forth in Exhibit A attached hereto and made a part hereof.

Section 2. This Ordinance shall be in full force and effect from and upon its adoption in accordance with the law effective with the payrolls becoming due and payable after January 1, 2024. All Ordinances or parts thereof in conflict herewith are hereby repealed.

ALL OF WHICH IS SO ORDAINED this 20TH of May 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey M. Bennett

2024 Salary Ordinance

	2024 Maximum Bi-Weekly Salary	Annual Hours	Status
ADMINISTRATION			
Administrative Assistant	$2,186.12	1820	NE
Assistant City Attorney	$4,095.90	N/A	EX
Assistant Director	$3,956.70	N/A	EX
Corporation Counsel	$7,265.33	N/A	EX
Chief of Staff	$4,941.15	N/A	EX
Clerk/Receptionist	$1,990.05	1820	NE
Customer Support Specialist	$2,186.12	1820	NE
Deputy Clerk	$2,640.56	1820	NE
Deputy Mayor	$7,265.33	N/A	EX
Director of Economic and Community Development	$7,265.33	N/A	EX
Director of Employee and Customer Success	$3,956.70	N/A	EX
Director of Human Resources	$4,461.43	N/A	EX
Director of Recreation and Wellness	$7,265.33	N/A	EX
Economic Development Specialist	$3,109.07	1820	NE
Human Resources Assistant	$2,640.56	1820	NE
Human Resources Coordinator	$3,261.96	1820	NE
Mayor's Executive Assistant	$2,768.74	1820	NE
Office Manager	$2,640.56	1820	NE
Paralegal	$2,768.74	1820	NE
Training Manager	$3,261.96	1820	NE
BUSINESS SOLUTIONS GROUP			
Application & Process Coordinator	$3,261.96	1820	NE
Business Analyst	$3,423.10	1820	NE
Chief Information Officer	$4,941.15	N/A	EX
Director of Business Solutions Group	$3,956.70	N/A	EX
Program Manager	$3,788.42	N/A	EX
Project Manager	$2,402.21	1820	NE
COMMUNITY CENTER			
Director of Community Center	$4,461.43	N/A	EX
Membership Manager	$3,109.07	1820	NE
COMMUNITY AND PUBLIC RELATIONS			
Assistant Director	$3,956.70	N/A	EX
Community Outreach Manager	$2,640.56	1820	NE
Community Engagement Coordinator	$2,518.48	1820	NE
Director of Community and Public Relations	$4,680.67	N/A	EX
Marketing and Public Relations Manager	$2,640.56	1820	NE
Volunteer Coordinator	$2,518.48	1820	NE
Marketing and PR Coordinator	$2,186.12	1820	NE
PLANNING AND ZONING			
Administrative Assistant	$2,186.12	1820	NE
Assistant Director	$3,956.70	N/A	EX
Director of Planning & Zoning	$4,941.15	N/A	EX
Office Manager	$2,640.56	1820	NE
Planner	$2,291.56	1820	NE
Senior Planner	$3,109.07	1820	NE
Project Analyst	$2,640.56	1820	NE

2024 Salary Ordinance

	2024 Maximum Bi-Weekly Salary	Annual Hours	Status
CONTROLLER'S OFFICE			
Budget Analyst I	$2,291.56	1820	NE
Budget Analyst II	$2,640.56	1820	NE
Budget Manager	$3,109.07	1820	NE
Business Process Coordinator	$2,640.56	1820	NE
City Controller	$7,265.33	N/A	EX
Controller Staff I	$2,186.12	1820	NE
Controller Staff II	$2,402.21	1820	NE
Controller Staff III	$2,768.74	1820	NE
Deputy Controller	$3,956.70	N/A	EX
Revenue Analyst	$3,109.07	1820	NE
Senior Controller Staff	$3,788.42	1820	NE
Utility Manager	$3,261.96	1820	NE
ENGINEERING			
Asset Manager	$3,261.96	1820	NE
Assistant Engineer	$3,423.10	1820	NE
Chief Infrastructure Inspector	$3,261.96	1820	NE
Director of Engineering	$7,265.33	N/A	EX
Engineering Assistant Director	$4,461.43	N/A	EX
GIS Analyst	$2,768.74	1820	NE
Infrastructure Inspector	$2,640.56	1820	NE
Office Manager	$2,640.56	1820	NE
Senior Infrastructure Inspector	$2,905.28	1820	NE
Clothing Allowance	$370/year max.		
FIRE AND EMERGENCY SERVICES			
Administrative Services Manager	$3,261.96	1820	NE
Battalion Chief	$4,697.58	2904	NE
Captain	$4,406.87	2904	NE
Chief of Fire	$7,265.33	N/A	EX
Community Risk Reduction Specialist	$2,518.48	1820	NE
Deputy Chief	$4,738.37	N/A	EX
Division Chief	$4,310.45	N/A	EX
External Affairs Officer	$3,109.07	1820	NE
Fire Inspector	$2,905.28	1820	NE
Firefighter	$3,658.79	2904	NE
Firefighter/Medic	$3,912.95	2904	NE
Lieutenant	$4,124.31	2904	NE
Project Manager	$2,402.21	1820	NE
Staff Captain	$3,743.81	1820	NE
Clothing Allowance	$1300/year max.		
FLEET			
Director of Fleet and Inventory Control	$4,252.76	N/A	EX
Fleet Technician I	$1,990.05	1820	NE
Fleet Technician II	$2,518.48	1820	NE
Fleet Technician III	$3,109.07	1820	NE
Office Manager	$2,640.56	1820	NE
Superintendent	$3,423.10	1820	NE
Clothing Allowance	$345/year max.		

2024 Salary Ordinance

	2024 Maximum Bi-Weekly Salary	Annual Hours	Status
HEALTH DEPARTMENT			
Community Health Advocate	$2,186.12	1820	NE
Culture of Health Ambassador	$2,518.48	1820	NE
Environmental Health Supervisor	$3,109.07	1820	NE
Epidemiologist	$3,423.10	N/A	EX
Deputy Director of Finance and Operations	$3,956.70	N/A	EX
Health Educator	$2,768.74	1820	NE
Nurse	$3,109.07	1820	NE
Project Manager	$2,402.21	1820	NE
Public Health Director	$7,265.33	N/A	EX
Social Worker	$3,261.96	1820	NE
INFORMATION TECHNOLOGY			
Application & Process Coordinator	$3,261.96	1820	NE
Assistant Director	$3,956.70	N/A	EX
Chief Information Security Officer	$3,956.70	N/A	EX
Director of Information Technology	$5,186.21	N/A	EX
GIS Analyst	$2,768.74	1820	NE
GIS Coordinator	$3,423.10	1820	NE
Help Desk Technician I	$2,518.48	1820	NE
Help Desk Technician II	$2,768.74	1820	NE
Help Desk Technician Coordinator	$2,905.28	1820	NE
Network Engineer	$3,788.42	1820	NE
Senior System Administrator	$3,686.12	1820	NE
System Administrator	$3,109.07	1820	NE
PARKS & RECREATION			
AgriPark Manager	$3,788.42	1820	NE
Aquatics Manager	$2,905.28	1820	NE
Assistant Director	$3,956.70	N/A	EX
Director of Parks & Recreation	$4,461.43	N/A	EX
Naturalist	$2,518.48	1820	NE
Office Manager	$2,640.56	1820	NE
Operations and Administration Manager	$3,423.10	1820	NE
Parks & Recreation Coordinator	$2,518.48	1820	NE
Parks & Recreation Manager	$2,905.28	1820	NE
Clothing Allowance	$250/year max.		
PERMITTING & INSPECTIONS			
Building Commissioner & Environmental Health Services Coor	$4,680.67	N/A	EX
Assistant Building Commissioner	$3,109.07	1820	NE
Building Inspector I	$2,518.48	1820	NE
Building Inspector II	$2,905.28	1820	NE
Code Enforcer	$2,291.56	1820	NE
Office Manager	$2,640.56	1820	NE
Permits Manager	$2,402.21	1820	NE
Residential Plans Examiner	$2,518.48	1820	NE
Utility Locator	$2,518.48	1820	NE
Clothing Allowance	$370/year max.		

2024 Salary Ordinance

	2024 Maximum Bi-Weekly Salary	Annual Hours	Status
POLICE			
Accreditation Manager	$3,423.10	1820	NE
Administrative Assistant	$2,186.12	1820	NE
Assistant Records Manager	$2,905.28	1820	NE
Assistant Chief	$4,738.37	N/A	EX
Captain	$4,310.45	N/A	EX
Chief of Police	$7,265.33	N/A	EX
Criminal Forensics Investigator	$3,109.07	2080	NE
Detective	$3,109.07	2080	NE
Humane Officer	$3,166.76	1820	NE
Intelligence Analyst I	$2,768.74	1820	NE
Intelligence Analyst II	$3,109.07	1820	NE
Lieutenant	$3,846.11	2080	NE
Major	$4,519.12	N/A	EX
Office Manager	$2,640.56	1820	NE
Police Officer	$3,166.76	2080	NE
Property Room Manager	$2,640.56	1820	NE
Records Clerk	$1,990.05	1820	NE
Records Quality Assurance Technician	$2,640.56	1820	NE
Records Manager	$3,423.10	1820	NE
Sergeant/Investigations	$3,480.79	2080	NE
Sergeant/USD	$3,480.79	2080	NE
Clothing Allowance	$1300/year max.		
PUBLIC WORKS			
Asset Management Coordinator	$2,518.48	1820	NE
Assistant Director	$3,956.70	N/A	EX
Assistant Superintendent - Maintenance	$3,261.96	1820	NE
Director of Public Works	$5,186.21	N/A	EX
Director of Water Quality	$4,252.76	N/A	EX
Engineer	$3,788.42	1820	NE
Foreman	$2,768.74	1820	NE
HVAC Technician	$2,768.74	1820	NE
Inspector	$2,291.56	1820	NE
Inspector - Water Quality	$2,402.21	1820	NE
Inventory Control Assistant Manager	$2,905.28	1820	NE
Inventory Control Manager	$3,261.96	1820	NE
Inventory Control Specialist	$2,402.21	1820	NE
Laboratory Manager	$3,261.96	1820	NE
Laboratory Technician	$2,402.21	1820	NE
Laborer	$1,990.05	1820	NE
Maintenance Technician I	$1,990.05	1820	NE
Maintenance Technician II	$2,768.74	1820	NE
Safety Director	$3,686.12	1820	NE
Senior Laborer	$2,402.21	1820	NE
Senior Maintenance Technician	$3,261.96	1820	NE
Stormwater Technician	$2,518.48	1820	NE
Superintendent	$3,423.10	1820	NE
Utility Analyst	$3,261.96	1820	NE
Wastewater Plant Operator	$2,518.48	1820	NE
Water Quality Engineer	$3,423.10	1820	NE
Clothing Allowance	$340/year max.		

2024 Salary Ordinance

	2024 Maximum Bi-Weekly Salary	Annual Hours	Status
COURT			
Deputy Clerk of the Court	$2,640.56	1820	NE
Clothing Allowance	$50/year max.		
ELECTED			
Council Member	$934.12	N/A	N/A
City Clerk	$2,839.15	N/A	N/A
Judge	$3,313.50	N/A	N/A
Mayor	$6,264.62	N/A	N/A
Part-Time and Temporary Miscellaneous Positions			
Part-Time Office Support	UP TO $30.00/HOUR	N/A	NE
Part-Time Field Support	UP TO $35.00/HOUR	N/A	NE
Part-Time Health Department Support	UP TO $45.00/HOUR	N/A	NE
Part-Time Bailiff	UP TO $25.00/HOUR	N/A	NE
Part-Time School Resource Officer	UP TO $50.00/HOUR	N/A	NE

Incentive/Specialty Pays	Annual Amount
Certified Network Engineer	$500
Bilingual (Police)	$1,500
Data Base Administrator	$500
Detective	$1,500
Dive Team (Police)	$1,750
Emergency Response Team (ERT) - PD Only	$1,750
Evidence Technician (ET)	$1,000
Field Training Officer (FTO)	$80/shift
Master ASE	$1,000
On-call (Police)	$1,500
On-call (Crime Reconstruction)	$1,000
Paramedic (Fire)	$4,500
Paramedic (Police)	$2,250
Systems Administrator	$500

Sworn Police & Fire Longevity Pay	
$200/year	$5000/year max

Council Action Form

MEETING DATE	5/20/24			
TITLE	Adjustment to Salary Ordinance			
SUBMITTED BY	Name & Title: Scott Fadness, Mayor Department: Administration			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☒ Final Reading
	Ordinance #:		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☒ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennett	

BACKGROUND
(Includes description, background, and justification)

Employees within the City of Fishers organization have played a critical role creating and maintaining the smart, vibrant, entrepreneurial, and safe community that Fishers is today. The organization has consistently provided a high level of service to the community, while maintaining one of the lowest per capita employee counts among municipalities in the State.

As the City of Fishers continues to grow, it is essential for the organization to recruit and retain a high caliber workforce, as it aims to maintain its high level of service to residents and continues to cultivate a community where residents can live, work, and play.

In supporting the retention and recruitment of personnel and following a review of comparable municipalities, the City of Fishers proposes a salary adjustment for both civilian and sworn employees. The adjustment will increase the annual salary of sworn public safety employees by $2500 to better align with other municipalities and increase civilian annual salaries by $1000**.** The adjustment will be effective immediately following the approval of this ordinance. While the public safety pension base is already set for 2024, the proposed adjustment will increase the public safety pension base for 2025.

This midyear adjustment will *not* prohibit additional annual adjustments in 2025.

BUDGETING AND FINANCIAL IMPACT
(Includes project costs and funding sources)

Budgeted $:	Mid-Year Adjustment
Expenditure $:	$520,000 (**Estimated 2024**)
Source of Funds:	• Unused Appropriation (2024 Budget)
Additional Appropriation #:	
Narrative:	The city fully intends to absorb the '24 increase in the '24 budget but may return to council to request an additional appropriation, if needed.

OPTIONS
(Include *Deny Approval* Option)

1.	Approve
2.	Deny
3.	
4.	

PROJECT TIMELINE

Effective immediately.

STAFF RECOMMENDATION
(Board reserves the right to accept or deny recommendations)

Waive rules to approve on 1st Reading.

SUPPLEMENTAL INFORMATION

2024 Salary Ordinance PDF (Attached)

(List all attached documents)	

RESOLUTION NO. R052024A

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING CERTAIN MATTERS IN CONNECTION WITH AN AMENDMENT TO THE DECLARATORY RESOLUTION FOR THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA, THE CREATION OF A NEW ALLOCATION AREA AND THE APPROVAL OF A PLAN AMENDMENT FOR SAID AREA (CITYVIEW)

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Allocation Areas"), which Allocation Areas include, among others, an allocation area designated as the Downtown Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, on March 21, 2024, the Redevelopment Commission approved and adopted Resolution No. FRC 01R032124 (the "Resolution"), which (i) removed the area described on Exhibit A attached to the Resolution from the Downtown Allocation Area, (ii) designated a portion of the Area described on Exhibit A attached to the Resolution as a separate allocation area pursuant to Section 39 of the Act to be known as the CityView Allocation Area, and (iii) amended the Plan as described in Exhibit B attached to the Resolution (clauses (i), (ii), and (iii), collectively, the "Amendments"); and

WHEREAS, on May 1, 2024, the Fishers Plan Commission approved and adopted a resolution (the "Approving Order") approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the "City"), and has submitted the Approving Order to the Common Council of the City (the "Council"); and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the Resolution and the Amendments to this Council.

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

SECTION 1. Pursuant to Section 16(b) of the Act, the Council hereby approves in all respects the Resolution, the Amendments, and the Approving Order.

SECTION 2. This Resolution shall be in full force and effect immediately from and after its passage.

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this _____ day of _____, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____2024, at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Richard J. Hall.
DMS 43153071.1

RESOLUTION NO. FRC 01R032124

RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION FOR THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA AND APPROVING AN AMENDMENT TO THE DEVELOPMENT PLAN FOR SAID AREA

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Allocation Areas"), which Allocation Areas include, among others, an allocation area designated as the Downtown Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, the Commission now desires to further amend the Declaratory Resolution, pursuant to Sections 15-17.5 of the Act, to (i) remove the area described on Exhibit A attached hereto from the Downtown Allocation Area, (ii) designate the area described on Exhibit A attached hereto as a separate allocation area pursuant to Section 39 of the Act to be known as the CityView Allocation Area (the "CityView Allocation Area"), and (iii) amend the Plan as described in Exhibit B attached hereto (the "Plan Amendment") (clauses (i), (ii), and (iii), collectively, the "Amendments"); and

WHEREAS, the Commission has thoroughly studied that portion of the City of Fishers, Indiana (the "City") described on Exhibit A attached hereto; and

WHEREAS, the Commission has caused to be prepared maps and plats showing the boundaries of the CityView Allocation Area, the location of various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, remediation, replatting, replanning, rezoning, or redevelopment of the CityView Allocation Area, the parts of the CityView Allocation Area to be devoted to public ways, levees, sewerage, and other public purposes under the Plan as amended herein, and lists of the owners of any parcels proposed to be acquired, together with an estimate of the cost of acquisition and redevelopment; and

WHEREAS, the Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, Sections 41 and 43 of the Act have been created to permit the creation of "economic development areas" and to provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation and expansion of "allocation areas" to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said Section; and

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15-17.5, 39, 41, and 43 of the Act to the Amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS, INDIANA REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The Amendments promote significant opportunities for the gainful employment of its citizens, attract major new business enterprises to the City, retain and expand significant business enterprises existing in the boundaries of the City, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the "State"), and serving to protect and increase property values in the City and the State.

2. The Amendments cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of conditions that lower the value of the land below that of nearby land, lack of development, age, and other similar conditions, including without limitation the cost of the projects contemplated by the Amendments.

3. The public health and welfare will be benefited by accomplishment of the Amendments, and it will be of public utility and benefit to amend the Declaratory Resolution and the Plan as set forth herein.

4. The accomplishment of the Amendments will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Plan Amendment conforms to the plan of development for the City.

6. The Plan Amendment does not contemplate the acquisition of property as a part of the economic development strategy, and the Department does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the CityView Allocation Area. If in the future, the Department proposes to acquire specific parcels of land, the required procedures under the Act will be followed.

7. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan Amendment, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

8. The Commission hereby adopts the specific findings set forth in the Plan Amendment, and the Plan Amendment is hereby in all respects approved. The secretary of this Commission is hereby directed to file a copy of the Plan Amendment with the minutes of this meeting.

9. The area described on Exhibit A hereto is hereby removed from the Downtown Allocation Area effective as of the assessment date of January 1, 2024.

10. The Declaratory Resolution is hereby amended to hereby designate the area described in Exhibit A hereto as a separate "allocation area" pursuant to Section 39 of the Act, to be known as the "CityView Allocation Area," for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any taxes imposed under IC 6-1.1 on real property subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

> Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the CityView Allocation Area hereby designated as the "CityView Allocation Fund" and may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

11. The allocation provisions in Section 10 hereof shall apply to all of the CityView Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the CityView Allocation Area that would not have been generated but for the adoption of the allocation provision, as specifically evidenced by the findings set forth in Exhibit B hereto. The base assessment date for the CityView Allocation Area is January 1, 2024.

12. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and subject to the Act, the allocation provisions herein shall expire on the date that is twenty-five (25) years from the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues derived from the CityView Allocation Area.

13. The Commission hereby finds and determines that the foregoing Amendments to the Declaratory Resolution and the Plan (as described in Sections 1-12 above) are reasonable and appropriate when considered in relation to the original Declaratory Resolution and Plan and the purposes of the Act, and that the Declaratory Resolution and Plan, with the proposed Amendments, conform to the comprehensive plan for the City.

14. Except as set forth above, the terms of the Declaratory Resolution remain in full force and effect.

15. This Resolution, together with any supporting data and together with the Plan Amendment, shall be submitted to the Plan Commission and the Common Council as provided in the Act, and if approved by the Plan Commission and the Common Council shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

16. The officers of the Commission are hereby authorized to publish notice of such meetings and hearings as are necessary to carry out the purposes of this Resolution and the Plan, and to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

17. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 21st day of March, 2024.

CITY OF FISHERS REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

EXHIBIT A

Area to be Removed from the Downtown Allocation Area and Designated as the CityView Allocation Area

The area identified in light blue in the below map is to be removed from the Downtown Allocation Area and is to be designated as the CityView Allocation Area.

Parcel No.	15-14-01-02-01-010.000
	15-14-01-02-01-011.000
	15-14-01-02-01-012.000
	15-14-01-02-01-013.000
	15-14-01-02-01-014.000
	15-15-06-01-01-001.000
	15-14-01-02-01-015.000
	15-14-01-02-01-016.000
	15-14-01-02-01-019.000
	15-14-01-02-01-020.000

EXHIBIT B

Plan Amendment

To foster economic development in the City, the City of Fishers, Indiana, the Fishers Economic Development Commission, the City of Fishers Redevelopment Commission, and, HighGround Fishers I, LLC (the "Developer") entered into a Project Agreement (the "Project Agreement"), with respect to the development of the CityView Allocation Area. Pursuant to the Project Agreement, the Developer has committed to invest approximately $89,000,000 to pay the costs of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility all to be located in the CityView Allocation Area (the "Project"). The Project will be constructed on land owned by the Developer and the City. The City and the Commission have agreed to assist the completion of the Project through the payment of certain costs of the Project from the proceeds of bonds payable from the tax increment revenues from the CityView Allocation Area and other legally available revenues (the "Bonds"). Based on the findings below, the Amendments to the Plan provide for creation of the CityView Allocation Area, the completion of the Project, and the issuance of the Bonds, all as further described in the Project Agreement.

Statutory Findings.

The Amendments meet the following required findings under the Act:

(i) The Amendments promote significant opportunities for the gainful employment of the citizens of the City, attract new business enterprise to the City, retain or expand a business enterprise existing in the City, or meet other purposes of Sections 2.5, 41 and 43 of the Act.

The Amendments allow for the completion of a mix of residential, commercial and parking uses, which will add needed infill density in the downtown area of the City. Additional density and available parking will promote the overall vitality of the City's downtown business district. The Project is anticipated to include over sixteen thousand square feet of commercial, retail and restaurant space which will provide additional employment opportunities in the City. The construction of age restricted housing fills a currently unfilled niche in the City's downtown business district and will allow residents to take advantage of the downtown business district's walkability.

(ii) Amendments cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of a lack of local public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, multiple ownership of land, or other similar conditions.

The land in the CityView Allocation Area has lagged behind surrounding properties in scale and quality of development as the downtown area of the City has rapidly developed to more intensive uses. By facilitating the Project under the Project Agreement, the Amendments enable the use of land in the CityView Allocation Area that was previously underdeveloped and provide the required incentives which are necessary for development commensurate to the surrounding area.

(iii) The public health and welfare will be benefited by accomplishment of the Amendments.

By providing required support of the Project, the Amendments create new opportunities for employment through new commercial development in the Project and enhanced traffic to businesses in the downtown business district through added parking and residential housing, and as a result will also benefit the public health and welfare for the citizens of the City.

(iv) The Amendments will be a public utility and benefit as measured by public benefits similar to the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base, or other similar public benefits.

As described above, the Project contemplated by the Amendments will be of public utility and benefit by creating jobs through new commercial development and enhancement of the value of surrounding commercial development, and the new development created by the Project will increase the property tax base.

(v) The Plan, as amended by the Amendments conforms to other development and redevelopment plans for the City.

The Plan, as amended by the Amendments, conforms with the intended development of the Area as prescribed by the City of Fishers Plan Commission.

(vi) The Amendments are reasonable and appropriate when considered in relation to the original Declaratory Resolution and Plan and the purposes of the Act.

The Amendments and the completion of the Project are consistent with the existing Plan which contemplates residential and commercial development in the area of the CityView Allocation Area and the use of tax increment allocation areas and bonds to finance infrastructure, real property acquisition, real property improvements, and equipment throughout the Economic Development Area.

(vii) The designation of the CityView Allocation Area will result in new property taxes that would not have been generated but for the adoption of the allocation provision.

The designation of the CityView Allocation Area allows for the capture of tax increment revenues from the Project, and the use of those revenues to pay debt service on one or more series of Bonds, which finance portions of the Project. The Developer has expressed to the Commission that without such use of the tax increment revenues, the Project would not be completed and the additional tax revenue resulting from the Project would not be generated.

ORDER OF THE CITY OF FISHERS PLAN COMMISSION DETERMINING THAT A RESOLUTION AND PLAN AMENDMENT APPROVED AND ADOPTED BY THE CITY OF FISHERS REDEVELOPMENT COMMISSION CONFORM TO THE COMPREHENSIVE PLAN AND APPROVING THE RESOLUTION AND PLAN AMENDMENT

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Allocation Areas"), which Allocation Areas include, among others, an allocation area designated as the Downtown Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, on March 21, 2024, the Redevelopment Commission approved and adopted Resolution No. FRC 01R032124 (the "Resolution"), which (i) removed the area described on Exhibit A attached to the Resolution from the Downtown Allocation Area, (ii) designated a portion of the Area described on Exhibit A attached to the Resolution as a separate allocation area pursuant to Section 39 of the Act to be known as the CityView Allocation Area, and (iii) amended the Plan as described in Exhibit B attached to the Resolution (clauses (i), (ii), and (iii), collectively, the "Amendments"); and

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Amendments to this Plan Commission.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF FISHERS PLAN COMMISSION, as follows:

1. That the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the "City").

2. That this Plan Commission hereby approves the Resolution and the Amendments.

3. That this Order hereby constitutes the written order of the Plan Commission approving the Resolution and the Amendments pursuant to Section 16 of the Act.

4. That the Secretary of this Plan Commission is hereby directed to file a copy of the Resolution and the Amendments with the minutes of this meeting.

Passed by the City of Fishers Plan Commission this 1st day of May, 2024.

CITY OF FISHERS PLAN COMMISSION

President

ATTEST:

Secretary

DMS 42871604.1

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with an Amendment to the Declaratory Resolution for the Consolidated Fishers/I-69 Economic Development Area, the Creation of a New Allocation Area and the Approval of a Plan Amendment for Said Area (CITYVIEW)			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #:		Resolution #: R052024A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Rick Hall, Barnes and Thornburg, LLP	

BACKGROUND (Includes description, background, and justification)	The Redevelopment Commission and the Plan Commission have approved the designation of the site of the CityView Project as an allocation area and have further approved a related amendment to the economic development plan for the Consolidated Fishers/I-69 Economic Development Area to provide for the capture of TIF revenues from the project. The proposed resolution provides the Common Council's approval of the creation of the new allocation area and the amendment to the economic development plan.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
PROJECT TIMELINE	Following approval of the Council, the Redevelopment Commission will consider final approval of the creation of the allocation area.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Resolution at this meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Resolutions of the Redevelopment Commission and Plan Commission	

Form Revised: 03/20/2019

RESOLUTION NO. R052024B

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING A LEASE BETWEEN THE FISHERS REDEVELOPMENT AUTHORITY AND THE FISHERS REDEVELOPMENT COMMISSION WITH RESPECT TO THE STATE ROAD 37 PROJECT, AND ADDRESSING MATTERS RELATED THERETO

WHEREAS, the Fishers Redevelopment Authority (the "Authority") is considering the issuance of one or more series of bonds in the maximum principal amount of $33,000,000 (the "Bonds"), to finance all or a portion of the acquisition, design and construction of (i) the replacement of signalized intersections of State Road 37 at 141st Street, the construction of a roundabout at the intersection of 141st Street and Prairie Lakes Drive, and projects related thereto (the "SR37 Project"), (ii) the construction of certain other road projects in the City, including, but not limited to, improvements to all or any part of of the roads identified in Exhibit A attached hereto as well as certain road resurfacing projects in the City (the "Other Projects"), as well as legal and financing expenses, capitalized interest, if any, a debt service reserve, if necessary, and the repayment of any funds advanced by the City of Fishers, Indiana (the "City") or the City of Fishers Redevelopment Commission (the "Commission") to meet preliminary expenses necessary to be paid prior to the issuance of such Bonds (collectively, the "Projects"); and

WHEREAS, the Commission has adopted a resolution approving the form of lease presented at this meeting (the "Lease") for the purpose of paying the principal and interest on the Bonds issued pursuant to IC 36-7-14.5 to finance the Projects; and

WHEREAS, the Lease provides for the lease by the Authority to the Commission of certain real estate, consisting of all or any portion of 116th Street between Wedgeport Lane and Lakeridge Drive (the "Real Estate"); and

WHEREAS, the Common Council desires to approve the Lease pursuant to IC 36-7-14-25.2, which provides that any lease approved by a resolution of the Commission must also be approved by an ordinance or resolution of the fiscal body of the unit; and

WHEREAS, the Common Council previously adopted Resolution No. R041524B declaring an official intent to reimburse expenditures for the SR37 Project with the proceeds of one or more series of the Bonds to be issued by the City's Redevelopment Authority (the "Bonds"); and

WHEREAS, the Common Council now desires to establish its intent, pursuant to Treas. Reg. § 1.150-2 and IC 5-1-14-6(c), that expenditures for the Other Projects are to be reimbursed from the proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF CITY OF FISHERS, INDIANA, as follows:

Section 1. Approval of Lease. The Common Council hereby approves the Lease, as approved by the Commission, subject to the satisfaction of all statutorily required processes, pursuant to IC 36-7-14-25.2, including the levy by the Commission of a special benefits tax

pursuant to IC 36-7-14-27 during the term of the Lease to provide necessary funds from which to pay the rent under the Lease, the issuance of the Bonds by the Authority, pursuant to IC 36-7-14.5-19, the execution and delivery of a trust indenture securing the Bonds and the pledge of the lease rentals thereunder to the payment of the Bonds, pursuant to IC 36-7-14.5-21, all subject to the following conditions: (a) the maximum aggregate principal amount of the Bonds, in one or more series, shall not exceed $33,000,000 in aggregate principal amount of the Bonds, (b) the maximum annual lease rental to be paid by the Commission under the Lease shall be $2,500,000 and the maximum lease rental over the term of the Lease is $50,000,000, (c) the maximum term of the Lease shall not exceed twenty (20) years, commencing on the date of issuance of the Bonds, (d) the maximum interest rate on the Bonds shall not exceed seven percent (7.00%) per annum, (e) the maximum term of the Bonds shall be twenty (20) years, commencing on the date of issuance of the Bonds, (f) the Bonds may be subject to optional redemption prior to maturity commencing no sooner than eight (8) years after the date of issuance of the Bonds, and the Bonds may be issued as one or more term bonds having a stated maturity or maturity of January 15 or July 15, in either case on such dates and with such redemption terms as determined at the time of the sale of the Bonds and approved by the Authority in the purchase agreement for the Bonds, all upon the advice of the municipal advisor to the Commission and the Authority, and (g) there may be capitalized interest funded with the proceeds of the Bonds for a period of no longer than three years after the date of issuance of the Bonds.

Section 2. Authorization of Other Actions. Any member of the Common Council, the Mayor of the City, and the Controller of the City, and any other officer, employee or agent of the City is hereby authorized and directed, for and on behalf of the City, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Resolution, such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's taking of such action.

Section 3. The Common Council hereby declares its official intent to reimburse expenditures for the Other Projects with the proceeds of the Bonds.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Common Council and upon compliance with the procedures required by law.

ALL OF WHICH IS SO RESOLVED by the Common Council of the City of Fishers, Indiana, this __ day of _____, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia C. Coble , President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2024, at _____ ____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." _____*/s/ Richard J. Hall*_____
(Name)

DMS 43209172.1

EXHIBIT A

Roads to be Improved

96th Street

106th Street

116th Street

131st Street

136th Street

141st Street

Prairie Lakes Boulevard

Allisonville Road

Hoosier Road

Southeastern Parkway

Prairie Baptist Road

Cyntheanne Road

Cumberland Road

Olio Road

Brooks School Road

Britton Park Road

Crosspoint Boulevard

LEASE AGREEMENT

between

FISHERS REDEVELOPMENT AUTHORITY

LESSOR

and

CITY OF FISHERS REDEVELOPMENT COMMISSION

LESSEE

Dated as of May 20, 2024

STATE ROAD 37 PROJECT

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this 20th day of May, 2024, by and between the FISHERS REDEVELOPMENT AUTHORITY (the "Lessor"), a separate body corporate and politic organized and existing under Indiana Code 36-7-14.5 as an instrumentality of the City of Fishers, Indiana (the "City"), and the CITY OF FISHERS REDEVELOPMENT COMMISSION (the "Lessee"), the governing body of the City of Fishers Department of Redevelopment acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the City has created the Lessor under and in pursuance of the provisions of Indiana Code 36-7-14, Indiana Code 36-7-14.5 and Indiana Code 36-7-25 (collectively, the "Act"), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and economic development projects;

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act;

WHEREAS, the Lessee has previously adopted and amended resolutions designating a certain area of the City known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Economic Development Area") as an economic development area under Section 41 of the Act and approving an economic development plan for the Economic Development Area;

WHEREAS, to foster economic development in the City, the City, the Lessor, and the Lessee desire to provide for the acquisition and construction of, among others, improvements set forth on Exhibit A hereto (collectively, the "Project"), which are located in or directly serve or benefit the Economic Development Area; and

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating public improvements;

WHEREAS, the costs of the acquisition or construction of the Project will be paid from proceeds of bonds, to be issued by the Lessor in the maximum principal amount of Thirty-Three Million Dollars ($33,000,000) (the "Bonds");

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Authority relating to the Bonds to be issued by the Lessor to finance the Project;

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all property in the City of Fishers Redevelopment District (the "District");

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit B (such real estate, together with any roads or other improvements that, on the date hereof, are located thereon, collectively, the "Leased Premises"), and such interests shall be for a term no less than the term of this Lease;

WHEREAS, the total cost of the Project to the City of Fishers Redevelopment District, including, but not limited to, costs of acquisition, construction, improvements, architects' and engineers' fees, consultants' services, legal and financing expenses, certain expenses of operation of the Lessor during construction, interest during construction, debt service reserves and repayment of any funds advanced by the City or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of the Bonds by, is estimated to be not greater than Thirty-Three Million Dollars ($33,000,000);

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to IC 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the City Council of the City has by resolution approved this Lease, and the resolution has been entered in the official records of the City Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor;

THIS AGREEMENT WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee all of the Lessor's right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date of issuance of the Bonds and ending on the day prior to a date not later than twenty (20) years after the date of issuance of the Bonds. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises pursuant to Section 11 and the payment of the option price, or (b) the payment or defeasance of all bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund all or a portion of such bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Leased Premises; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

2. Lease Rental. (a) Fixed Rental Payments. The Lessee agrees to pay rental for the Leased Premises at a rate per year during the term of the Lease not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Leased Premises which are available for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due no earlier than June 30 of the year following the year if the issuance of the Bonds. Thereafter, such rental shall be payable in advance in semi-annual installments on June 30 and December 31 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on June 30 rounded up to the next One Thousand Dollars ($1,000), plus Five Thousand Dollars ($5,000) each year, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Leased Premises which are available for use by the Lessee at the time such semi-annual installment is made. The amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish

bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds ("Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable solely from the revenues of the special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 (the "Special Tax Revenues"). The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Special Tax Revenues received by the Lessee.

3. Payment of Rentals. All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank or trust company as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. Abatement of Rent. If any part of the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the insurance or condemnation proceeds received by the Lessor; and provided further, however, the Lessor shall not be required to rebuild or restore the Leased Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee

anticipates that either (i) the cost of such work exceeds the amount of insurance or condemnation proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance. If the Lessee so instructs the Lessor not to undertake such work, the Lessee shall use the insurance or condemnation proceeds and other amounts available to exercise its option to purchase under Section 11 of this Lease.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use or occupancy, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

5. Maintenance, Alterations and Repairs. The Lessee shall be responsible for operation, maintenance and repair of the Leased Premises; provided, however, the Lessee may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. Insurance. During the full term of this Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies or through a self-insurance program.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional

insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to redeem the Bonds, or such portion thereof corresponding to the portion of the Leased Premises being purchased (including indebtedness incurred for the refunding of the Bonds), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor

represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any

covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Fishers Redevelopment Authority, Attention: President, Three Municipal Drive, Fishers, Indiana 46038; (b) to Lessee: City of Fishers Redevelopment Commission, Attention: President, Three Municipal Drive, Fishers, Indiana 46038.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. Construction of Covenants. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:	LESSEE:
FISHERS REDEVELOPMENT AUTHORITY	CITY OF FISHERS REDEVELOPMENT COMMISSION
_____	_____
Rex Ramage, President	Brad Johnson, President
ATTEST:	ATTEST:
_____	_____
Beth Gehlhausen, Secretary-Treasurer	Anderson Schoenrock,Secretary

I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ *Richard J. Hall*

This instrument was prepared by Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Rex Ramage and Beth Gehlhausen, personally known to be the President and Secretary-Treasurer, respectively, of the Fishers Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this ____ day of _____, 2024.

_____
(Written Signature)

_____
(Printed Signature)
Notary Public

(Seal)

My Commission Expires:

My county of Residence:

_____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Brad Johnson and Anderson Schoenrock, personally known to be the President and Secretary, respectively, of the City of Fishers Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2024.

_____
(Written Signature)

_____
(Printed Signature)
(Seal) Notary Public

My Commission Expires: My county of Residence:

_____

EXHIBIT A

DESCRIPTION OF THE PROJECT

All or any portion of (i) the replacement of signalized intersections of State Road 37 at 141st Street, the construction of a roundabout at the intersection of 141st Street and Prairie Lakes Drive, and projects related thereto and (ii) the construction of certain other road projects in the City, and projects related thereto, and (iii) the payment of incidental expenses related thereto, capitalized interest, if any, and the costs of the issuance, through the issuance of bonds by Authority.

EXHIBIT B

DESCRIPTION OF LEASED PREMISES

The Leased Premises shall consist of all or a portion of the interests in certain roads and streets, including 116th Street from Wedgeport Lane to Lakeridge Drive, together with all appurtenances and other infrastructure and local public improvements located thereon or related thereto, all of which is located within the corporate boundaries of the City of Fishers, Hamilton County, Indiana.

EXHIBIT C

ADDENDUM TO LEASE BETWEEN
FISHERS REDEVELOPMENT AUTHORITY, LESSOR
AND CITY OF FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between Fishers Redevelopment Authority (the "Lessor"), and City of Fishers Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of May 20, 2024 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR	LESSEE:
FISHERS REDEVELOPMENT AUTHORITY	CITY OF FISHERS REDEVELOPMENT COMMISSION
_____	_____
President	President
ATTEST:	ATTEST:
_____	_____
Secretary-Treasurer	Secretary

I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ *Richard J. Hall*

This instrument was prepared by Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the Fishers Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

_____

(Written Signature)

(Seal)

_____

(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Fishers Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

_____
(Written Signature)

(Seal)

_____
(Printed Signature)
Notary Public

My Commission expires:

_____

My county of residence is:

_____

_____

Appendix I to Addendum to Lease

Rental Schedule

Payment Date	Amount

DMS 43206232.1

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving A Lease Between the Fishers Redevelopment Authority and the Fishers Redevelopment Commission with Respect to the State Road 37 Project, and Addressing Matters Related Thereto			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #:		Resolution #: R052024B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☒Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☒ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Rick Hall, Barnes and Thornburg, LLP	

BACKGROUND (Includes description, background, and justification)	This Resolution approves the Fishers Redevelopment Commission's entering into a lease with the Fishers Redevelopment Authority for a portion of 116th Street from Wedgeport Lane to Lakeridge Drive incident to the issuance of the Fishers Redevelopment Authority Lease Rental Revenue Bonds, Series 2024 (State Road 37 Project) to finance the road infrastructure improvements in the City including to State Road 37. The Resolution further declares the City's official intent to reimburse costs of certain road projects in the City. This declaration of intent is additional to the previously adopted declaration regarding work on State Road 37 and is intended to permit the City to comply with Treasury Regulation § 1.150-2 and Indiana Code 5-1-14-6(c) each of which goven the use of bond proceeds to reimburse project costs incurred prior to the issuance of bonds.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	Not to exceed $31,000,000
	Source of Funds:	Bond proceeds of the Fishers Redevelopment Authority Lease Rental Revenue Bonds, Series 2024
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	

PROJECT TIMELINE	the Redevelopment Commission and Redevelopment Authority will consider the Form of Leases attached to this Resolution on the same day as the Council considers this Resolution. The City anticipates issuance of the Fishers Redevelopment Authority Lease Rental Revenue Bonds, Series 2024 in July of 2024.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council adopt the Resolution
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Form of Lease

Form Revised: 03/20/2019

RESOLUTION NO. R052024H

A RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY OF FISHERS, INDIANA AND INDIANA DEPARTMENT OF TRANSPORTATION FOR STATE ROAD 37 AND 141ST STREET INTERSECTION

WHEREAS, Hamilton County, Indiana ("Hamilton County"), the City of Noblesville, and the City of Fishers, Indiana ("City") and INDOT entered into an Interlocal Cooperative Agreement on April 26, 2016 (the "2016 Agreement") and entered into subsequent amendments in 2018 and 2023 to cooperate in the funding, design, and construction of a project to improve State Road 37 ("SR 37") at the intersections of 126th Street, 131st Street, 141st Street, and 146th Street, and to construct other improvements on SR 37 (the "Project");

WHEREAS, pursuant to the 2016 Agreement, INDOT and the Local Parties estimated the costs of the Project to be approximately $124,000,000.00;

WHEREAS, pursuant to the 2016 Agreement, the City and Hamilton County agreed to be solely responsible for all costs associated with additional provisions or expenses in excess of INDOT's contribution of $100,000,000.00;

WHEREAS, pursuant to the 2016 Agreement, INDOT, City and Hamilton County agreed to let and construction the Project in phases;

WHEREAS, pursuant to the 2016 Agreement, INDOT shall not award a contract for the Project before receiving the entire amount of the City and County's funding contributions;

WHEREAS, four (4) construction contracts have been completed, on which the entirety of the $100,000,000.00 of INDOT's committed federal-aid highway funds has been expended;

WHEREAS, there remains a final and fifth construction contract for the intersection of 141st and SR 37 (the "Contract") that must be funded and completed to complete the Project;

WHEREAS, the Parties expect the remaining costs of the Project under the Contract to be $37,603,451.36;

WHEREAS, INDOT was required to issue its Notice to Proceed ("NTP") on or before May 10, 2024, or risk delaying the completion of the Project until 2026, resulting in additional fees and costs, including escalation costs;

WHEREAS, on May 3, 2024, Hamilton County deposited $12,000,000.00 with INDOT as partial payment toward the costs of the Contract;

WHEREAS, the City has committed to pay to INDOT the remaining amount of the construction costs, in the amount of $25,603,451.36, no later than July 21, 2024;

WHEREAS, INDOT has agreed to issue the NTP prior to receiving the full amount of the construction costs in return for which the City agrees that if it fails to pay the invoice in full, in the amount of $25,603,451.36 to INDOT on or before July 21, 2024, INDOT shall compel the Comptroller of the State of Indiana to transfer the City's allocation of the Motor Vehicle Highway Account to INDOT until the construction costs have been repaid in full; and

WHEREAS, the Parties have been integral partners in the design and completion of the Project and, it is in the interest of the Parties to complete the Project in a timely and cost-effective manner.

NOW THEREFORE BE IT RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Common Council for the City of Fishers hereby approves the Interlocal Agreement, attached hereto and incorporated herein as Exhibit A.

Section 2. The Common Council for the City of Fishers hereby authorizes the Director of Engineering to execute the Agreement and any ancillary documents in furtherance of the Agreement.

Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the Common Council of the City of Fishers, Hamilton County, Indiana this 20th day of May, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,

R052024H

HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___20th_____ day of __May_____2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ ____**May 20, 2024**____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey M. Bennett

INTERLOCAL COOPERTIVE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF FISHERS
Concerning
THE GRADE SEPARATION PROJECT ON STATE ROAD 37
IN HAMILTON COUNTY
Contract #

This Interlocal Cooperative Agreement (the "Agreement"), made by and between the Indiana Department of Transportation (hereinafter referred to as "INDOT" or the "State"), and the City of Fishers (the "CITY") (collectively referred to as the "Parties"), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General.

In consideration of the mutual undertakings and covenants hereinafter set forth, the Parties agree as follows:

RECITALS

WHEREAS, Hamilton County, Indiana, the City of Noblesville, and the CITY (collectively, the "Local Parties"), and INDOT entered into an Interlocal Cooperative Agreement on April 26, 2016 (the "2016 Agreement"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein by reference, under EDS #A249-16-ON160031, to cooperate in the funding, design, and construction of a project to improve State Road ("SR") 37 at the intersections of 126th Street, 131st Street, 141st Street, and 146th Street, and to construct other improvements on SR 37 (the "Project");

WHEREAS, on August 20, 2018, INDOT and the Local Parties entered into an amendment of the 2016 Agreement (the "First Amendment"), a copy of which is attached hereto as **Exhibit B** and is incorporated herein by reference, to include all of the INDOT Des. Nos. within the Project's scope and to ensure funding for the entire Project;

WHEREAS, on February 22, 2023, INDOT and the Local Parties entered into a second amendment of the 2016 Agreement (the "Second Amendment"), a copy of which is attached hereto as **Exhibit C** and is incorporated herein by reference, to extend the term of the 2016 Agreement through December 31, 2026, or completion of the final audit of the Project by INDOT, whichever occurs first;

WHEREAS, pursuant to the 2016 Agreement, INDOT and the Local Parties estimated the costs of the Project to be approximately $124,000,000.00;

WHEREAS, pursuant to the 2016 Agreement, the CITY and Hamilton County agreed to contribute local, non-federal funds in the amount of $24,000,000.00 toward the costs of the Project;

WHEREAS, pursuant to the 2016 Agreement, INDOT agreed to commit federal-aid highway funds in an amount not to exceed $100,000,000.00 toward the costs of the Project;

WHEREAS, pursuant to the 2016 Agreement, the Local Parties agreed to pay their portion of the cost of the construction work for the Project within 30 days from the date of INDOT's award of the Project's construction contracts;

WHEREAS, pursuant to the 2016 Agreement, the CITY and Hamilton County agreed to be solely responsible for all costs associated with additional provisions or expenses in excess of INDOT's contribution of $100,000,000.00;

WHEREAS, pursuant to the 2016 Agreement, INDOT and the Local Parties agreed to let and construction the Project in phases;

WHEREAS, pursuant to the 2016 Agreement, INDOT shall not award a contract for the Project before receiving the entire amount of the Local Parties' funding contributions;

WHEREAS, four (4) construction contracts (B-39873, R-39500, R-39504, R-41876) have been completed, on which the entirety of the $100,000,000.00 of INDOT's committed federal-aid highway funds has been expended;

WHEREAS, there remains a final and fifth construction contract (R-42616) (the "Contract") that must be funded and completed to complete the Project;

WHEREAS, the Parties expect the remaining costs of the Project under the Contract to be $37,603,451.36;

WHEREAS, the costs of the Contract must be paid from local funds only because INDOT has contributed the maximum amount of federal-aid highway funds

WHEREAS, the CITY has agreed to be solely responsible for, and contribute, local funds in the amount $37,603,451.36 toward the eligible costs of the Contract;

WHEREAS, INDOT must issue its Notice to Proceed ("NTP") on or before May 10, 2024, or risk delaying the completion of the Project until 2026, resulting in additional fees and costs, including escalation costs;

WHEREAS, on May 3, 2024, Hamilton County deposited $12,000,000.00 with INDOT as partial payment toward the costs of the Contract;

WHEREAS, the CITY has committed to pay to INDOT the remaining amount of the construction costs, in the amount of $25,603,451.36, no later than July 21, 2024;

WHEREAS, INDOT has agreed to issue the NTP prior to receiving the full amount of the construction costs in return for which the CITY agrees that if it fails to pay the invoice in full, in the amount of $37,603,451.36 to INDOT on or before July 21, 2024, INDOT shall compel the Comptroller of the State of Indiana to transfer the CITY's allocation of the Motor Vehicle Highway Account to INDOT until the construction costs have been repaid in full;

WHEREAS, the Parties have been integral partners in the design and completion of the Project and, it is in the interest of the Parties to complete the Project in a timely and cost-effective manner; and

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

I. SPECIFIC PROVISIONS

1.1 **Interpretation**. The Recitals recorded above are incorporated by reference into this Agreement.

1.2. **Term of Agreement**. The term of this Agreement shall be from the date upon which the Agreement is approved by the Office of the Indiana Attorney General through December 31, 2026, or the completion of final audit of the Project by INDOT, whichever occurs first. This Agreement may be renewed or extended under the same terms and conditions subject to approval of all signing Parties.

1.3. **Consideration**. The total costs of the Contract are anticipated to be $37,603,451.36.

1.4. **Financial Responsibilities**.

1.4.1. **Contributions from the CITY**.

A. The CITY shall provide funds in the amount $25,603,451.36 from local, non-federal funding sources to INDOT on or before July 21, 2024.

B. If the CITY fails to make timely payments of the full amounts invoiced by INDOT, within sixty (60) calendar days past the due date of July 21, 2024, INDOT shall be authorized to proceed in accordance with IC 8-14-1-9 to compel the Indiana State Comptroller to make mandatory transfers of funds from the CITY's allocation of the Motor Vehicle Highway Account to INDOT's account until INDOT is reimbursed for the amount of the Contract costs in full.

C. The CITY shall be responsible for all costs associated with additional provisions or expenses in excess of the funds allocated to the Contract's costs. To the extent permitted by law, in addition to the terms agreed upon in Section 2.22 of this Agreement, the CITY shall indemnify and hold INDOT harmless for any claims arising out of the Project. This provision shall survive the termination of this Agreement.

1.4.2. **Contribution from INDOT**. INDOT shall not be responsible for any costs associated with the Contract or completion of the Project.

1.5. **Responsibilities**. Other than the Financial Responsibilities provided Section 1.4 of this Agreement, all responsibilities and matters agreed to and set forth in the 2016 Agreement, the First Amendment, and the Second Amendment are not affected by this Agreement and shall remain in full force and effect.

II. General Provisions

2.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized designees. Copies shall be furnished at no cost to INDOT if requested. The CITY agrees that, upon request by any party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Assignment; Successors. [OMITTED – NOT APPLICABLE.]

2.3. Assignment of Antitrust Claims. As part of the consideration for the award of this Agreement, the CITY assigns to the State all right, title and interest in and to any claims the CITY now has, or may

acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

2.4. **Audits.** The CITY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq*. and audit guidelines specified by the State. The State considers the CITY to be a "Contractor" under 2 CFR 200.331 for purposes of this Agreement. However, if it is determined that the CITY is a "subrecipient" and if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements), the CITY shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 *et. seq*.

2.5. **Authority to Bind the CITY.** The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the CITY when his/her signature is affixed and accepted by the State.

2.6. **Certification for Federal-aid Contracts Lobbying Activities.** The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

2.7. **Changes in Work.** The CITY shall not commence any additional work or change the scope of the work until authorized in writing by the State. The CITY shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

2.8. **Compliance with Laws.**

A. The CITY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or

regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq*., IC §4-2-7, *et seq*. and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at http://www.in.gov/ig/. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. The CITY warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the CITY agrees that the State may delay, withhold, or deny work, if any, under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. [OMITTED – NOT APPLICABLE.]

F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

(1) The CITY and any principals of the CITY certify that:

(A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of:

i. IC §24-4.7 [Telephone Solicitation Of Consumers];
ii. IC §24-5-12 [Telephone Solicitations]; or
iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.9. Condition of Payment. All services provided by the CITY under this Agreement must be performed to INDOT's reasonable satisfaction, as determined at the discretion of the undersigned INDOT representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. INDOT shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

2.10. Confidentiality of State Information. [OMITTED—NOT APPLICABLE.]

2.11. Continuity of Services. [OMITTED—NOT APPLICABLE.]

2.12. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CITY.

B. The CITY certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The CITY shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

2.13. Default by State. [OMITTED—NOT APPLICABLE.]

2.14. Disputes. [OMITTED—NOT APPLICABLE.]

2.15. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of $25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY's policy of maintaining a drug-free workplace; (3) any available drug

counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.16. <u>Employment Eligibility Verification</u>.

The CITY affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The CITY further agrees that:

A. The CITY shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CITY is not required to participate should the E-Verify program cease to exist. Additionally, the CITY is not required to participate if the CITY is self-employed and do not employee any employees.

B. The CITY shall not knowingly employ or contract with an unauthorized alien. The CITY shall not retain an employee or contract with a person that the CITY subsequently learns is an unauthorized alien.

C. The CITY shall require its subcontractors, who perform work under this Agreement, to certify to the CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CITY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the CITY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.17. <u>Employment Option</u>. [OMITTED—NOT APPLICABLE.]

2.18. <u>Force Majeure</u>. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all

obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.19. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.20. Governing Laws. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.21. HIPPA Compliance. [OMITTED—NOT APPLICABLE.]

2.22. Indemnification. The CITY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, and its officials and employees from any liability due to loss, damage, injuries, or other causalities of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section. INDOT shall not provide indemnification to the CITY.

2.23 Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party.

2.24 Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE.]

2.25 Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

2.26 Insurance. [OMITTED – NOT APPLICABLE.]

2.27 Key Person(s). [OMITTED – NOT APPLICABLE.]

2.28 Licensing Standards. [OMITTED – NOT APPLICABLE.]

2.29. Merger & Modification. This Agreement constitutes the entire Agreement between the Parties. No understandings, Agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written Agreement signed by all necessary Parties.

2.30 <u>Minority and Women's Business Enterprises Compliance</u>. [OMITTED - NOT APPLICABLE.]

2.31. <u>Non-Discrimination.</u>

A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, where applicable, the CITY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The CITY agrees that if the CITY employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the CITY, for itself, its assignees and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. <u>Compliance with Regulations</u>: The CITY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. <u>Nondiscrimination</u>: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and

retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CITY shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CITY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.32. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by email or first-class U.S. mail service to the following addresses, unless otherwise specifically advised:

For INDOT:

Jennifer Beck, PMP
Senior Project Manager
INDOT Greenfield District

23 South Broadway Street
Greenfield, IN 46140
Email: jbeck@indot.in.gov

With Copy To:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

For the CITY:

Hatem Mekky, PE
Director of Engineering
City of Fishers
One Municipal Drive
Fishers, IN 46038

2.33 Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) and attachments prepared by the State. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

2.34 Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

2.35. Payments.

A. [OMITTED – NOT APPLICABLE.]

B. If the CITY has any outstanding balances on any agreement with INDOT, and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with IC §8-14-1-9 to invoke the powers of the Comptroller of the State of Indiana to make a mandatory transfer of funds from the CITY's allocation of the Motor Vehicle Highway Account to INDOT's account.

2.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, IC 34-54-8, IC 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.37 Progress Reports. [OMITTED – NOT APPLICABLE.]

2.38. Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the CITY is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The CITY shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

2.39. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on the transparency portal as required by Executive Order 05-07 and IC §5-14-3.5-2. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.40. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed agreement may not be longer than the term of the original Agreement.

2.41. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.42. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

2.43. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.44. Taxes. [OMITTED – NOT APPLICABLE.]

2.45. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INDOT, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, INDOT determines that such termination is in its best interest. Termination of services shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The CITY shall be compensated for services properly rendered prior to the effective date of termination. The STATE will not be liable for services performed after the effective date of termination. The CITY shall be compensated for services herein provided but in no case shall total payment made to the CITY exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

2.46. Termination for Default. [OMITTED – NOT APPLICABLE.]

2.47. Travel. [OMITTED – NOT APPLICABLE.]

2.48. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither INDOT's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY

shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY's negligent performance of any of the services furnished under this Agreement.

2.49. Work Standards. [OMITTED – NOT APPLICABLE.]

2.50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: none, unless noted as omitted.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Amendment, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL?

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

CITY OF FISHERS

_____
Scott Fadness, Mayor

_____
Date

ATTEST:

_____

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

INDIANA DEPARTMENT OF TRANSPORTATION
Recommended for approval by:

_____
Valerie Cockrum
Greenfield District Deputy Commissioner
Indiana Department of Transportation

Date: _____

Executed by:

_____ (for)
Michael Smith, Commissioner
Indiana Department of Transportation

Date: _____

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

STATE APPROVALS
[Signatures Electronic; See Attached Approval Sheet]

Indiana Department of Administration

_____ (for)
Rebecca Holwerda, Commissioner

Date: _____

State Budget Agency

_____ (for)
Joseph M. Habig, Acting Director

Date: _____

Approved as to Legality and Form:

Office of the Indiana Attorney General

_____ (for)
Theodore E. Rokita, Attorney General

Date: _____

Prepared by: Kirstie Andersen, Attorney No. 20005-49
Indiana Department of Transportation

Council Action Form

MEETING DATE	5/20/2024			
TITLE	Interlocal Agreement Between INDOT and the City of Fishers (SR 37 Grade Separation Project)			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #:		Resolution #: **R052024H**	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☐ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☒ Mayor	☒ Other: City Council
	☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennett	

BACKGROUND (Includes description, background, and justification)	City of Fishers is leading the SR 37 Corridor project in partnership with INDOT, Hamilton County and City of Noblesville. With 141st street Interchange letting last month, and cost being shared between City of Fishers and Hamilton County (Per interlocal agreement in 2016), we are required to provide the entire construction cost to INDOT prior to Notice to Proceed. To accelerate the start of construction, INDOT will accept $12 million dollars towards the total interchange cost ($37,603,451.36) and enter into an Interlocal Agreement with Fishers for the remainder of the cost. This agreement is for the commitment of the rest of the funds by July 21st 2024.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$25,603,451.36
	Expenditure $:	$25,603,451.36
	Source of Funds:	SR 37 Bond
	Additional Appropriation #:	
	Narrative:	The city and Hamilton county are committed to the corridor project and construction of the final phase which is 141st street Interchange
OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Deny Resolution
	3.	
	4.	
PROJECT TIMELINE	Construction shall begin after the NTP pending the signature of this agreement	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve this agreement and beginning the construction of the project.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

Form Revised: 03/20/2019

RESOLUTION NO. R052024E

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING DONATION AGREEMENT TO CLAY TOWNSHIP (106TH STREET PEDESTRIAN BRIDGE)

WHEREAS, on November 19, 2020, Clay Township issued General Obligation Bonds, Series 2020B in the principal amount of $4,305,000.00 and an issue price of $5,293,867.95 for the purpose of designing and constructing a pedestrian bridge spanning the White River in Hamilton County and the improvement and expansion of trails connected thereto and related structures and amenities as further described in Exhibit A attached hereto (the "Project");

WHEREAS, the City desires to contribute to the design, construction and equipping of the Project through a donation, as defined in Ind. Code §6-1.1-20-0.5(b) (the "Act"), of $400,000 (the "Donation") to Clay Township for the purpose of contributing to the design and construction of the Project;

WHEREAS, Clay Township, the City and other parties will additionally enter into an Interlocal Cooperation Agreement providing for the contribution to the design and construction of the Project and the use thereof by the general public (the "Interlocal Agreement");

WHEREAS, pursuant to Ind. Code §6-1.1-20-0.5(b) (the "Act") for purposes of determining whether or not a project is a "Controlled Project" or is subject to referendum requirements, the cost of the Project does not include expenditures for the Project that will be paid from donations or other gifts (1) that are received by the political subdivision; and (2) for which the political subdivision adopts an ordinance or resolution pledging that the donations or other gifts will be used exclusively for expenditures on the Project's cost; and

WHEREAS, the Council has determined that it is in the best interest of the City to make the Donation to Clay Township for exclusive use on the Project, including the design, acquisition and installation thereof and related Project improvements, and to restrict the use of the Donation exclusively therefore, all in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA:

SECTION 1. The foregoing Recitals are incorporated herein by this reference.

SECTION 2. The Mayor of the City of Fishers is hereby authorized, empowered and directed to make the Donation and to execute any and all agreements necessary to make the Donation to Clay Township, including the form of Donation Agreement attached hereto as Exhibit B, and any Interlocal Agreement negotiated by the parties with such revisions as agreed to by the proper officers of the City as evidenced by their signature thereon.

SECTION 3. The Donation shall be used exclusively to pay expenditures related to the Project; provided that, in accordance with the Act, the Donation shall not be included in the "cost of the project" for the purposes of Ind. Code 6-1.1-20 *et seq.* as specified in the Act.

SECTION 4. The Controller of the City is hereby authorized and empowered to transfer the Donation to an account or accounts selected by the Trustee of Clay Township; provided that, the Donation shall be utilized exclusively to pay costs of the Project, as provided herein, as determined in the proper officers' sole discretion.

SECTION 5. This Resolution is effective immediately upon its passage.

SO RESOLVED by the Common Council of the City of Fishers, Indiana and effective this 20th day of May 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/Resolution was delivered to City of Fishers, Mayor Scott Fadness on the ___ day of _____, 2024 at _____ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey M. Bennett

EXHIBIT "A"

Description of the Project

A pedestrian bridge spanning the White River near 106th Street in Fishers connecting Delaware Township and Fishers with Clay Township and Carmel, all in Hamilton County, and the improvement and expansion of trails connected thereto, including site preparation, infrastructure, utilities, and improvements related thereto, and any ancillary expenses including the costs of financing and reasonable contingency. It is anticipated that the Project will be constructed in accordance with the Carmel Clay Parks and Recreation Master Plan and the Multi-jurisdictional White River Plan.

DONATION AGREEMENT BY AND BETWEEN CITY OF FISHERS, INDIANA, AND CLAY TOWNSHIP, INDIANA FOR 106TH STREET PEDESTRIAN BRIDGE PROJECT

This Donation Agreement ("Donation Agreement"), effective as of __May 20____, 2024 ("Effective Date"), is made and entered into by and between the **City of Fishers, Indiana**, an Indiana political subdivision, whose address is 3 Municipal Drive, Fishers, Indiana 46038 ("**Fishers**") and **Clay Township of Hamilton County, Indiana**, an Indiana political subdivision ("**Clay Township**"), 10701 N. College Avenue, Suite B, Indianapolis, Indiana 46280.

RECITALS

WHEREAS, on November 19, 2020, Clay Township issued its General Obligation Bonds, Series 2020B in the principal amount of $4,305,000.00 and an issue price of $5,293,867.95 for the purpose of designing and constructing a pedestrian bridge spanning the White River in Hamilton County and the improvement and expansion of trails connected thereto and related structures and amenities as further described in Exhibit A attached hereto and incorporated herein (the "Project"); and

WHEREAS, Fishers has expressed its desire to contribute to the design, construction and equipping of the Project through a donation, as defined in Ind. Code §6-1.1-20-0.5(b) (the "Act"), of $400,000.00 (the "Donation") to Clay Township for the purpose of contributing to the design and construction of the Project; and

WHEREAS, Fishers has adopted Resolution No. R052024E authorizing and directing the proper officers of the City to execute this Donation Agreement and complete the Donation in accordance with this Agreement; and

WHEREAS, Clay Township has adopted Resolution No. 2024-01-09-01 authorizing and directing the Trustee of Clay Township to receive the Donation and to execute this Donation Agreement and complete the Donation in accordance with this Agreement; and

WHEREAS, Fishers and Clay Township have each taken all action necessary to authorize the completion of the Donation in accordance with the terms contained in this Donation Agreement.

AGREEMENT

1. **Donation.** Fishers hereby pledges to Clay Township the payment of the Donation for the exclusive use of funding the design, construction and equipping of the Project and related Project improvements, and for no other purpose.

2. **Payment of the Donation.** The Donation is an irrevocable pledge that will be effective upon execution of this Donation Agreement and will be paid to Clay Township within sixty (60) days of the commencement of construction of the Project or as otherwise agreed by the parties in an Interlocal Agreement. Clay Township's Project Manager, CTI Construction, LLC, shall notify Fishers when construction of the Project has commenced. Payments shall be made by Fishers directly to Clay Township and Clay Township shall deposit the same in a non-reverting fund to be used exclusively for payment of costs of the Project. In the alternative, payments may be made directly to The Huntington National Bank as Paying Agent and holder of the Project Fund for construction of the Project and shall be deemed received by Clay Township upon receipt by the Paying Agent.

3. **Donative Intent**. Clay Township and Fishers agree and acknowledge that the Donation is being made with no requirements or restrictions being placed upon it by Fishers with the exception of the restrictive use provided for herein and in the Act, and the perpetual availability of use of the Project by the public. Clay Township and Fishers stipulate that the Donation is a bona fide donation and with Fishers' intent to make a bona fide donation to the Project consistent with the terms of the Act. No consideration or other agreements outside of this Donation Agreement are being entered into between Fishers and Clay Township to provide any special rights or acknowledgements to Fishers with regard to the Donation.

4. **Assignment.** This Donation Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

5. **Entire Agreement.** This Donation Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Donation Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Donation Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Donation Agreement, or any provision hereof, or will in any way affect the interpretation of this Donation Agreement. Nothing contained herein shall prevent the parties from entering into an Interlocal Cooperation Agreement pursuant to the provisions of Ind. Code §§36-1-7 *et seq.* to further define the obligations of the parties with respect to the Project.

6. **Governing Law and Venue.** This Donation Agreement will be governed by and construed in accordance with the laws of the State of Indiana without regard to any conflict of laws rule or principle that might refer the governance or construction of this Donation Agreement to the laws of another jurisdiction. Subject to the sovereign immunity of the State of Indiana, any legal proceeding brought in connection with disputes relating to or arising out of this Donation Agreement will be filed and heard in Hamilton County, Indiana, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

7. **Clay Township Approval.** This Donation Agreement and the actions provided for herein have been approved by the legislative body of Clay Township. This Donation Agreement will be effective for Clay Township upon the execution on behalf of Clay Township by the Clay Township Trustee.

8. **Fishers Approval.** This Donation Agreement and the actions provided for herein have been approved by the legislative body of Fishers. This Donation Agreement will be effective for Fishers upon the execution on behalf of Fishers by the authorized officers of the City.

9. **Cooperation**. Clay Township and Fishers will cooperate and execute any documentation reasonably necessary or appropriate in relation to the Donation. Clay Township shall cooperate with any audits or inquiries that may arise from the Donation, including allowing the Indiana State Board of Accounts to access all information relating to construction of the Project upon request.

CLAY TOWNSHIP OF HAMILTON COUNTY, INDIANA

By: _____
Paul Hensel, Trustee

CITY OF FISHERS, INDIANA

By: _____

_____
Scott Fadness, Mayor

R052024E

EXHIBIT A

Description of Project

A pedestrian bridge spanning the White River near 106th Street in Fishers connecting Fishers and Fishers with Clay Township and Carmel, all in Hamilton County, and the improvement and expansion of trails connected thereto, including site preparation, infrastructure, utilities, and improvements related thereto, and any ancillary expenses including the costs of financing and reasonable contingency. It is anticipated that the Project will be constructed in accordance with the Carmel Clay Parks and Recreation Master Plan and the Multi-jurisdictional White River Plan.

EXHIBIT A

Description of the Project

A pedestrian bridge spanning the White River near 106th Street in Fishers connecting Delaware Township and Fishers with Clay Township and Carmel, all in Hamilton County, and the improvement and expansion of trails connected thereto, including site preparation, infrastructure, utilities, and improvements related thereto, and any ancillary expenses including the costs of financing and reasonable contingency. It is anticipated that the Project will be constructed in accordance with the Carmel Clay Parks and Recreation Master Plan and the Multi-jurisdictional White River Plan.

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	A Resolution Approving Donation Agreement to Clay Township (106th Street Pedestrian Bridge)			
SUBMITTED BY	Name & Title: Lindsey Bennett, Corporation Counsel Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading
	Ordinance #:		Resolution #: 052024E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 08222017

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☒ Other: City Council
	☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennett	

BACKGROUND (Includes description, background, and justification)	Clay Township is constructing a pedestrian bridge over 106th Street and the City has agreed to contribute $400,000 to the project. This Donation Agreement with Clay Township memorializes the donation amount and is presented to be approved in conjunction with an Interlocal Agreement with Clay Township, Carmel Parks, Hamilton County and Delaware Township, who are all contributing money to the project.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	
	Expenditure $:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Provide an alternative direction
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution Exhibits A & B

Form Revised: 08222017

RESOLUTION NO. R052024F

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING INTERLOCAL AGREEMENT FOR JOINT FINANCING OF PEDESTRIAN BRIDGE BY AND BETWEEN CLAY TOWNSHIP OF HAMILTON COUNTY INDIANA DELAWARE TOWNSHIP OF HAMILTON COUNTY INDIANA HAMILTON COUNTY, INDIANA CITY OF FISHERS, INDIANA AND THE CARMEL CLAY BOARD OF PARKS AND RECREATION (106th STREET PEDESTRIAN BRIDGE)

WHEREAS, on November 19, 2020, Clay Township issued its General Obligation Bonds, Series 2020B in the principal amount of $4,305,000.00 and an issue price of $5,293,867.95 for the purpose of designing and constructing a pedestrian bridge spanning the White River in Hamilton County and the improvement and expansion of trails connected thereto and related structures and amenities as further described in Exhibit A attached hereto and incorporated herein (the "Project");

WHEREAS, the City desires to contribute to the design, construction and equipping of the Project through a donation, as defined in Ind. Code §6-1.1-20-0.5(b) (the "Act"), of $400,000 (the "Donation") to Clay Township for the purpose of contributing to the design and construction of the Project;

WHEREAS, Clay Township, the City and other parties desire to enter into an Interlocal Cooperation Agreement providing for the contribution to the design and construction of the Project and the use thereof by the general public (the "Interlocal Agreement");

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA THAT:

SECTION 1. The foregoing Recitals are incorporated herein by this reference.

SECTION 2. The proper officers are hereby authorized, empowered and directed to make the Donation and the Mayor is hereby authorized to execute any and all agreements necessary to make the Donation to Clay Township, including the form of Donation Agreement attached hereto as Exhibit B, and the Interlocal Agreement negotiated by the parties with such revisions as agreed to by the proper officers of the City as evidenced by their signature thereon.

SECTION 3. The Donation shall be used exclusively to pay expenditures related to the Project; provided that, in accordance with the Act, the Donation shall not be included in the "cost of the project" for the purposes of Ind. Code 6-1.1-20 *et seq.* as specified in the Act.

SECTION 4. The Controller of the City is hereby authorized and empowered to transfer the Donation to an account or accounts selected by the

Trustee of Clay Township; provided that, the Donation shall be utilized exclusively to pay costs of the Project, as provided herein, as determined in the proper officers' sole discretion.

SECTION 5. This Resolution is effective immediately upon its passage.

SO RESOLVED by the Common Council of the City of Fishers, Indiana and effective this 20th day of May 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey M. Bennett

INTERLOCAL COOPERATION AGREEMENT FOR JOINT FINANCING OF PEDESTRIAN BRIDGE CONSTRUCTION

by and between

CLAY TOWNSHIP OF HAMILTON COUNTY INDIANA
DELAWARE TOWNSHIP OF HAMILTON COUNTY INDIANA
HAMILTON COUNTY, INDIANA
CITY OF FISHERS, INDIANA
and
THE CARMEL CLAY BOARD OF PARKS AND RECREATION

Effective as of _May 20, 2024__

INTERLOCAL COOPERATION AGREEMENT FOR JOINT FINANCING OF PEDESTRIAN BRIDGE

This Interlocal Cooperation Agreement for Joint Financing of Pedestrian Bridge Construction ("**Agreement**") is effective as of the Effective Date specified below by and between Clay Township of Hamilton County, Indiana ("**Clay Township**") acting by and through its Township Trustee, Hamilton County, Indiana (the "**County**") acting by and through its Board of County Commissioners, the City of Fishers, Indiana (the "**City**") acting by and through its Mayor, Delaware Township of Hamilton County, Indiana ("**Delaware Township**") acting by and through its Township Trustee and the Carmel Clay Board of Parks and Recreation (the "**Park Board**") acting by and through the Director of the Carmel Clay Department of Parks and Recreation (each of the foregoing entities are individually referred to as a "**Party**" and collectively the "**Parties**").

DECLARATION OF PURPOSE

WHEREAS, the Parties desire to establish a comprehensive commitment for the financing of the design and construction of a pedestrian bridge over the White River to be located at approximately 106th Street as further illustrated in Exhibit A attached hereto, along with related recreational trails and improvements in order to provide recreational opportunities for the public (collectively the "**Pedestrian Bridge**"); and

WHEREAS, Ind. Code 36-1-7 *et seq.* (the "**Interlocal Cooperation Act**") authorizes the Parties, as political subdivisions, to exercise powers jointly pursuant to a written agreement authorized by ordinance or resolution of each of them and to administer such agreement through a joint board established therefore; and

WHEREAS, the Parties intend to enter into certain Donation Agreements providing for the donation of specified funds pursuant to the provisions of Ind. Code §6-1.1-20-0.5(b) (the "**Donations**") to Clay Township for the construction of the Pedestrian Bridge in order to exclude the Donations from the "costs of the project" for the Pedestrian Bridge.

WHEREAS, the Parties have adopted substantially identical resolutions or ordinances authorizing the execution of this Agreement and the Donation Agreements.

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I.
AUTHORITY FOR AGREEMENT

The Parties enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act which provides that a power that may be exercised by an Indiana political subdivision and one or more other governmental entities may be exercised jointly by entering into a written interlocal cooperation agreement. The Parties desire to enter into such an

agreement for the joint financing of the construction of the Pedestrian Bridge on the terms set forth herein.

ARTICLE II.
PURPOSE

The purpose of this Agreement is to provide for the joint financing of the design, construction and equipping of the Pedestrian Bridge and the provision of parks and recreational opportunities related thereto, including the provision of necessary utilities, access ways and other infrastructure and services necessary for the development of the Pedestrian Bridge and related improvements (the "Project"). The Parties delegate to Clay Township all powers and authorities that are useful, necessary or appropriate for the development, procurement, establishment, design, financing, construction, operation and maintenance of the Pedestrian Bridge in accordance with the provisions of this Agreement.

ARTICLE III.
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

a) "Agreement" means this Interlocal Cooperation Agreement for Joint Financing.

b) "Bank" means The Huntington National Bank, a national banking association having a designated corporate trust office in Indianapolis, Indiana.

c) "Board" shall mean the Board appointed pursuant to Section 4.1 of this Agreement.

d) "City" means the City of Fishers, Indiana acting by and through its Mayor.

e) "Clay Township" means Clay Township of Hamilton County, Indiana acting by and through the Trustee of Clay Township.

f) "County" means Hamilton County, Indiana acting by and through its Board of County Commissioners.

g) "County Commissioners" shall mean the Hamilton County Board of County Commissioners acting by or through its designee.

h) "Delaware Township" means Delaware Township of Hamilton County, Indiana acting by and through the Trustee of Delaware Township.

i) "Director" means the Director of the Carmel Clay Department of Parks and Recreation.

j) "Donation Agreement" or "Donation Agreements" shall mean the Donation Agreements entered into by and between Clay Township as Donee and the City, the County, the Park Board and Delaware Township as Donors.

k) "Interlocal Cooperation Act" means Ind. Code §36-1-7 *et seq*. as amended from time to time.

l) "Park Board" means the Carmel Clay Board of Parks and Recreation acting by and through the Director.

m) "Party" or "Parties" means each party to this Agreement, or the parties collectively.

n) "Trustee" means the Township Trustee of the referenced Township.

ARTICLE IV.
ADMINISTRATION

Section 4.1. Establishment of Joint Board. As required by Section 3(a)(5) of the Interlocal Cooperation Act the Parties hereby designate a board to act as the joint board required by the Interlocal Cooperation Act for the purposes of this Agreement (the "**Board**"). The Board shall consist of the Clay Township Trustee, the Director of Engineering of the City, one member of the County Commissioners, the Delaware Trustee and the Director, or a representative appointed by the foregoing. Members of the Board shall serve at the will of their appointing authority or until their term as an elected or appointed official expires. The Clay Township Trustee shall act as the Chairman of the Board, the Delaware Township Trustee shall serve as the Vice Chair of the Board and the Director shall serve as the Secretary of the Board unless a resolution is adopted by the Board providing for different officers.

Section 4.2. Alternate Rules of Governance. The Board shall be governed by its own rules or bylaws which it may (but is not required to) establish by adoption and which may be amended from time to time as provided therein. The Board may adopt and amend its bylaws in a manner that is not inconsistent with this Agreement or the Interlocal Cooperation Act and as it may determine to be in the best interest of the Board and the public interest. The Board is not required to formally adopt rules or bylaws and may operate by agreement of the members of the Board.

Section 4.3. Public Records. An official record of all meetings of the Board shall be maintained in the office of the Trustee of Clay Township. Accurate memoranda of all meetings shall be kept in accordance with Ind. Code §5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, Ind. Code 5-14-3 *et seq.* and other provisions of law applicable to government bodies.

Section 4.4. Meetings of the Board. Meetings of the Board may be called by the Chairman of the Board or by any two (2) members of the Board.

ARTICLE V.
FINANCING AND OPERATION OF THE PROJECT

Section 5.1. **Financing**. The design and construction of the Pedestrian Bridge shall be financed jointly by funds allocated or appropriated for such purpose by each of the Parties. The respective contribution plan of the Parties shall be as follows:

Clay Township:	$5,084,180.28 to be contributed as provided in Exhibit B
Carmel Clay Parks:	$3,000,000.00 to be contributed as provided in Exhibit B
Hamilton County:	$1,600,000.00 to be contributed as provided in Exhibit B
Delaware Township:	$1,328,888.00 to be contributed as provided in Exhibit B
City of Fishers:	$400,000.00 to be contributed as provided in Exhibit B

All contributed funds shall be deemed received by Clay Township and shall be deposited into the Project Fund established pursuant to Clay Township Resolution No. 2020-09-22-02 authorizing the Clay Township, Hamilton County, Indiana General Obligation Bonds, Series 2020B (Pedestrian Bridge) and deposited with The Huntington National Bank (the "Bank") pursuant to the Registrar and Paying Agent Agreement dated November 1, 2020 by and between Clay Township and the Bank. In the alternative, contributed funds shall be placed in a non-reverting fund established by Clay Township entitled the "Pedestrian Bridge Non-Reverting Fund" and maintained by the Clay Township Trustee who shall be responsible to receive, disburse and account for monies in the Fund, in accordance with Section 4(a)(3) of the Interlocal Cooperation Act and other applicable provisions of Indiana law. Disbursements from the Fund shall be by claims authorized or approved by the Clay Township Trustee for the distribution of Project Funds by the Bank. A monthly report of expenditures from the Project Fund shall be distributed by the Clay Township Trustee to each member of the Board for review and information.

Section 5.2. **Construction Budget**. The initial construction budget shall be approved by the Board. Provided that adequate funds are available in the Project Fund, change orders issued after the approval of the construction budget shall be approved by the Clay Township Trustee with a report thereof submitted to each member of the Board for review and information. Any questions regarding the construction budget or change orders thereto shall be submitted to the Clay Township Trustee in writing and the Trustee will promptly respond or direct the response thereto from the proper party. The cost for any change order, substitution, or other replacement that exceeds the approved construction budget will be the responsibility of Clay Township unless otherwise accepted by the Board except as specifically limited in this Section.

In the event that the Project Budget is increased, the City's total donation shall be no greater than $400,000.00. In the event the actual cost of the Project shall be less than $11,413,070.30 or if there is a surplus of funds remaining at the end of the Project, each participating unit shall receive a reimbursement of their pro rata share of their respective donation.

The Construction Budget shall also include the post construction restoration of City of Fishers' Heritage Park, including but not limited to its entrance, drive, parking lot and landscaping to a condition substantially similar to the condition prior to construction.

Section 5.3. **Ownership, Use and Management**. The Pedestrian Bridge shall be owned by Clay Township, but access to the Pedestrian Bridge shall be open to all constituents of the Parties and the public. Clay Township shall enter into a Management Agreement with the Park Board providing for the ongoing maintenance, management and operation of the Pedestrian Bridge by the Carmel Clay Parks Department. Unless otherwise agreed in writing, Delaware Township, the County and the City shall have no ongoing maintenance or use costs for the operation and management of the Pedestrian Bridge on an ongoing basis, and all such costs shall be provided by the Township and the Park Board. Clay Township shall indemnify and hold harmless Delaware Township, the County, the City and the Park Board for any and all damage to property, personal injury or death that occurs as a direct or indirect result of the maintenance, management or operation of the Pedestrian Bridge.

If closure or limited access is required to City of Fishers' Heritage Park or the Ambassador House, Clay Township shall provide the City fourteen (14) days' notice of such closure or limit to access, unless an emergency exists and then such notice shall be a soon as practicable.

Section 5.4. **Compliance with Laws**. Clay Township shall be solely responsible for the compliance with all local, state and federal laws, regulations, ordinances and codes related to the construction of the Pedestrian Bridge and shall indemnify the other Parties from any claims or damages related to noncompliance of any nature whatsoever. Clay Township shall indemnify and hold harmless Delaware Township, the County, the City and the Park Board from any and all damage to property, personal injury or death that occurs as a direct or indirect result of design or construction of the Pedestrian Bridge.

ARTICLE VI.
REAL AND PERSONAL PROPERTY

The Board shall not acquire, hold or dispose of real or personal property used in this joint undertaking in its own name and all such real and personal property shall be held in the name of Clay Township of Hamilton County, Indiana for use by the Parties as provided in this Agreement.

ARTICLE VII.
DURATION, AMENDMENT, WITHDRAWAL AND TERMINATION

Section 7.1. **Duration**. This Agreement shall continue as the binding agreement of the Parties hereto until the financing commitments of each Party contained herein is fulfilled and the Pedestrian Bridge has reached substantial completion. Upon final completion and acceptance of the Pedestrian Bridge by Clay Township, this Agreement shall automatically terminate without further action of the Parties.

Section 7.2. **Transfer of Pedestrian Bridge**. It is anticipated that the Pedestrian Bridge will be owned in perpetuity by Clay Township for use by the general public. Clay Township shall not transfer title and ownership of the Pedestrian Bridge to any party other than a

governmental entity with the stipulation that such transfer shall require maintaining the Pedestrian Bridge as an asset available to the general public for parks and recreation purposes. Any disposition of the Pedestrian Bridge must be in accordance with the laws applicable to governmental entities of the State of Indiana and laws applicable to Clay Township. As no assets will be held in the name of the Park Board, no provision for the disposal of jointly acquired property is required by the Act.

Section 7.3. **Amendment**. The Parties may, from time to time, alter, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Parties in the same manner as this Agreement was originally approved, unless otherwise specifically provided for herein. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Parties to approve such amendment or modification and upon recording of the amendment as required by Ind. Code §36-1-7-6, or at such other time as is specifically designated in the amendment or modification.

ARTICLE VIII.
POWERS, PRIVILEGES AND IMMUNITIES OF THE BOARD

The Board shall have all the powers, privileges and immunities granted under this Agreement, the Interlocal Cooperation Act and other applicable law.

ARTICLE IX.
REMEDIES, WAIVER AND IMMUNITY

Section 9.1. **Remedies**. In the event of any breach, threatened breach, non-performance or other violation of any obligation of this Agreement by any Party, the sole and exclusive remedy by any other Party under this Agreement shall be the remedy of injunctive relief or specific performance. Under no circumstances shall any Party have a right to any other remedy, including but not limited to rescission, cancellation or reformation of this Agreement for any reason, or monetary damages of any kind.

Section 9.2. **Waiver**. A failure by a Party to this Agreement to institute any suit, action or other proceeding for any breach or violation by another Party of any obligation under this Agreement shall not constitute a waiver by such Party of such breach or violation.

Section 9.3. **Immunity of Officers, Directors, Members, Employees and Agents**. No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future official, officer, director, member, employee or agent of the Board or the Parties under any rule of law or equity, statute or constitution.

ARTICLE X.
GENERAL MATTERS

Section 10.1. Governing Law. In the event of any disagreements or conflicts under this Agreement, the parties shall submit the same to the courts with jurisdiction in Hamilton County, Indiana and wave any claim to change of venue or lack of jurisdiction.

Section 10.2. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 10.3. Severability. The sections, sentences and provisions of this Agreement are severable, and if any one or more of such sections, sentences or provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement shall be deemed amended pursuant to Section 7.3 to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the delivery or removal of the Conflicting Provisions.

Section 10.4. Agreement; Transfer of Powers. This Agreement is intended to be an interlocal agreement entered into pursuant to the Interlocal Cooperation Act, in which the Parties have undertaken to provide that which is required by the Interlocal Cooperation Act and is intended to vest in the Board those powers specified in Article VIII and elsewhere herein that may be transferred to, and vested in, the Board pursuant to Indiana law.

Section 10.5. Reasonable Efforts; Cooperation. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. In addition, the Parties each agree to cooperate and take such actions, including any necessary amendments hereto, as may be required in the judgment of the Board for the Board to obtain all necessary qualifications and approvals, including any that may be required by any state and federal governmental agencies, and to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, and from time to time, upon the request of another Party to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement, including without limitation, the delegation of any further powers that may be necessary, useful or appropriate to permit the Board to carry out its purposes.

Section 10.6. No Assignment. No Party may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other person, without the consent of all other Parties, and any purported sale, assignment, pledge or other transfer without such consent shall be null and void.

Section 10.7. Limitation of Rights. Nothing expressed or implied in this Agreement is intended to give, or shall give, to any other person, other than the Parties and the Board, any legal or equitable right, remedy or claim under or with respect to this Agreement or any rights or obligations hereunder. This Agreement and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Parties and the Board.

Section 10.8. Notice. Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission or electronic mail or (iii) by depositing the same with a courier delivery service for delivery on the following business day, addressed:

If to Clay Township:

Clay Township of Hamilton County, Indiana
Attn: Trustee
10701 N. College Avenue, Suite B
Indianapolis, IN 46280

If to Delaware Township:

Delaware Township of Hamilton County, Indiana
Attn: Trustee
9090 E. 131st Street
Fishers, IN 46038

If to the Park Board:

Carmel Clay Board of Parks and Recreation
Attn: Executive Director
1411 East 116th Street
Carmel, IN 46032

If to the City of Fishers:

Director of Engineering
City of Fishers, Indiana
3 Municipal Drive
Fishers, IN 46038

If to Hamilton County:

County Commissioners Office
Attn: County Attorney
1 Hamilton County Square, Suite 157
Noblesville, IN 46060

(c) shall be deemed to have been given on the date of such mailing, transmission or deposit; and

(d) any of the methods specified herein shall be sufficient to delivery of any notice required hereunder; notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

Section 10.9. Performance Due on other than a Business Day. If the last day for taking any action under this Agreement is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

Section10.10 No Discrimination. Pursuant to Ind. Code §22-9-1-10, the Parties represent that the Party and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 10.11. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof and shall supersede all prior oral or written agreement in regard thereto.

Section 10.12. Effective Date. This Agreement shall take effect upon the approval and execution of this Agreement by the executive and fiscal body of each Party, and shall become effective upon being recorded with the County Recorder of Hamilton County as required by Section 6 of the Act. Not later than sixty (60) days after it take effect, this Agreement shall be filed with the State Board of Accounts for audit purposes as required by Indiana law.

[Signature page of Clay Township to Interlocal Cooperation Agreement for Joint Financing of Pedestrian Bridge Construction]

Approved by the Clay Township Trustee:

CLAY TOWNSHIP OF HAMILTON COUNTY, INDIANA

By: _____
Paul Hensel, Trustee

Approved by the Clay Township Board:

By: _____
Paul Bolin, President

Approved by the Board of Commissioners of Hamilton County, Indiana:

HAMILTON COUNTY BOARD OF COMMISSIONERS

By: _____

By: _____

By: _____

Approved by the Hamilton County Council:

By: _____
Ken Alexander, Council President

[Signature page of the City of Fishers, Indiana to Interlocal Cooperation Agreement for Joint Financing of Pedestrian Bridge Construction]

Approved by the City of Fishers, Indiana:

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

Approved by the Fishers City Council:

By: _____
Cecilia Coble, President

R052024F

[Signature page of Delaware Township to Interlocal Cooperation Agreement for Joint Financing of Pedestrian Bridge Construction]

Approved by the Delaware Township Trustee:

DELAWARE TOWNSHIP OF HAMILTON COUNTY, INDIANA

By: _____
Debbie Driskell, Trustee

Approved by the Delaware Township Board:

By: _____
Rick Fain, President

Approved by majority vote of the Carmel Clay Board of Parks and Recreation:

CARMEL CLAY BOARD OF PARKS AND RECREATION

By: _____
Michael Klitzing, Director

This document prepared by: Brian C. Bosma, Esq., Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, Indiana 46204-5125. (317) 692-9000.

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

EXHIBIT "A"
Description of Pedestrian Bridge

A pedestrian bridge spanning the White River near 106th Street in Fishers connecting Delaware Township and Fishers with Clay Township and Carmel, all in Hamilton County, and the improvement and expansion of trails connected thereto, including site preparation, infrastructure, utilities, and improvements related thereto, and any ancillary expenses including the costs of financing and reasonable contingency. It is anticipated that the Project will be constructed in accordance with the Carmel Clay Parks and Recreation Master Plan and the Multi-jurisdictional White River Plan.

EXHIBIT "B"
Pedestrian Bridge Financing Plan

Clay Township:

Clay Township has issued its Township General Obligation Bonds, Series 2020B issued in the principal amount of $4,305,000.00 and generating a Project Fund of $5,084,180.28.

Hamilton County, Indiana:

Hamilton County shall appropriate and pay to the fund designated in Section 5.1 of the Agreement the amount of $1,600,000.00 in a single payment anticipated to be made on or before December 31, 2024.

City of Fishers, Indiana:

The City of Fishers shall appropriate and pay to the fund designated in Section 5.1 of the Agreement the amount of $400,000.00 in a single payment anticipated to be made on or before December 31, 2024.

Delaware Township:

Delaware Township has issued its Township General Obligation Bonds, Series 2023 issued in the principal amount of $1,800,000.00 and generating a funds for the Project in the amount of $1,328,888.00 to be paid to the fund designated in Section 5.1 of the Agreement in a single payment anticipated to be made on or before December 31, 2024.

Carmel Clay Board of Parks & Recreation:

The Parks Board shall appropriate and pay to the fund designated in Section 5.1 of the Agreement the amount of $3,000,000.00 in a single payment anticipated to be made on or before December 31, 2023.

EXHIBIT A

Description of the Project

A pedestrian bridge spanning the White River near 106th Street in Fishers connecting Delaware Township and Fishers with Clay Township and Carmel, all in Hamilton County, and the improvement and expansion of trails connected thereto, including site preparation, infrastructure, utilities, and improvements related thereto, and any ancillary expenses including the costs of financing and reasonable contingency. It is anticipated that the Project will be constructed in accordance with the Carmel Clay Parks and Recreation Master Plan and the Multi-jurisdictional White River Plan.

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	A Resolution Approving an Interlocal Cooperating Agreement for Joint Financing By and Between Clay Township, Delaware Township, Hamilton County, City of Fishers, and the Carmel Clay Board of Parks and Recreation (106th Street Pedestrian Bridge)			
SUBMITTED BY	Name & Title: Lindsey Bennett, Corporation Counsel Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading
	Ordinance #:		Resolution #: 052024F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

Form Revised: 08222017

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office	☒ Document **does not need** recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head ☒ Department Head ☐ Deputy Mayor ☐ Mayor ☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennett	☐ Controller's Office ☐ Finance Committee ☐ Technical Advisory Committee ☐ Other:
BACKGROUND (Includes description, background, and justification)	Clay Township is constructing a pedestrian bridge over 106th Street and the City has agreed to contribute $400,000 to the project. This Interlocal Agreement with Clay Township, Carmel Parks, Hamilton County and Delaware Township, who are all contributing money to the project sets forth the rights and responsibilities of each party with regard to the project.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $: Expenditure $: Source of Funds: Additional Appropriation #: **Narrative:**	
OPTIONS (Include *Deny Approval* Option)	1. Approve Resolution 2. Provide an alternative direction 3. 4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution Exhibits A & B	

Form Revised: 08222017

ORDINANCE NO. 041524B

AN ORDINANCE OF THE CITY OF FISHERS COMMON COUNCIL AMENDING CHAPTER 50 (GARBAGE, TRASH AND REFUSE) OF THE FISHERS CODE OF ORDINANCES

WHEREAS, the City of Fishers, Indiana ("City") currently does not provide city wide refuse, garbage, or recycling collection services ("Trash Services") for City residents;

WHEREAS, the City and the City's residents have expressed interest in the City exploring a contract with a private contractor to provide Trash Services for the City's residents living in single family homes, multi-family residential units and townhouses;

WHEREAS, pursuant to Indiana Code §36-9-30-1 *et seq*. and specifically §36-9-30-5.3 (the "Act"), the City of Fishers Board of Public Works & Safety (the "Board") is authorized to enter into a contract or agreement with any person upon such terms as may be agreed upon for the Trash Services;

WHEREAS, the City of Fishers Board of Public Works & Safety has adopted a request for proposal, pursuant to the Act, to solicit proposals from private contractors who can provide Trash Services to the City's residents; and

WHEREAS, the City desires to amend its ordinances to facilitate the solicitation of requests for proposals and provide for a smooth transition to an exclusive provider for city wide Trash Services, if an exclusive provider is chosen by the Board of Public Works & Safety.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council for the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

SECTION 1. Chapter 50 of the Fishers Code of Ordinances shall be amended as follows:

§ 50.01 DEFINITION.

For the purpose of this chapter the following definition shall apply unless the context clearly indicates or requires a different meaning.

CONTRACTOR. Any person, firm, partnership or corporation engaged in the business of refuse, garbage, trash or recycling collection and disposal from property on a regular basis with a set schedule and route.

RESIDENTIAL UNIT. A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating, and sleeping, including:

a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.

b. Multi-Family Residential Unit – A building or related group of buildings

not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.

§ 50.02 LICENSE REQUIRED.

It shall be unlawful for any person, firm or corporation to engage in the business of collecting garbage, refuse, trash, or recycling within the city, without first obtaining a license as hereinafter provided.

§ 50.03 APPLICATION FOR LICENSE; ISSUANCE.

(A) Refuse, Garbage, Trash, or Recycling Collection

(1) Any person, firm, partnership or corporation desiring to operate as a contractor as defined by this chapter shall first apply for and obtain a license from the Department of Public Works to do so. Such application shall include the following:

(a) The name, address, and telephone number of the principal office of the contractor;

(b) The proposed day(s) of the week on which the contractor is scheduled to operate in the city;

(c) A map of the city showing the proposed route of collection;

(d) A bond in the penal sum of $ 10,000 executed by a surety company, the purpose of which is to reimburse the city in the event of city personnel being required to clean street, gutters, or other public property following the contractor's activity in the city or a leak pursuant to §50.07. This bond shall not be construed so as to indemnify the contractor from any damage or liability.

(2) Upon the filing of such application and bond, a license may be issued by the Department of Public Works to such applicant to operate for a period of not more than one year from the date of issuance, and all licenses shall expire on December 31 of each calendar year. Contractors desiring to reapply for a license for a new calendar year are encouraged to apply prior to December 1 of the preceding year. Each application shall be accompanied by a filing fee of $200, provided that the filing fee may be reduced to $100 for each application submitted after July 1 of a calendar year.

(3) All licenses shall be subject to § 50.03(B) and the city’s authority to enter into a contract for the exclusive provisions or residential refuse, garbage, trash, or recycling collection and disposal within the city. During any period during which the city has contracted with any person, firm, or corporation to be the exclusive

provider for residential refuse, garbage, trash, or recycling collection and disposal within the city, no license may be issued or renewed to any person, firm, partnership, or corporation for the collection of residential solid waste, yard waste, and recycling within the city.

(B) Residential Unit Refuse, Garbage, Trash, or Recycling Collection.

(1) The city may, pursuant to applicable law and authority, enter into a contract with a person, firm, or corporation as an exclusive provider for residential unit refuse, garbage, trash, or recycling collection services for residences within the city's municipal boundaries.

(2) If the city enters into a contract with a person, firm, or corporation to be the exclusive provider for residential unit refuse, garbage, trash, or recycling collection services:

(a) Other refuse, garbage, trash, or recycling collection service providers or contractors may not provide residential refuse, garbage, trash, or recycling collection and disposal within the City's municipal boundaries;

(b) Other refuse, garbage, trash, or recycling collection service providers or contractors may not charge fees for cancellation of services by city's residents or container/can/cart return/pickup. This subsection 50.03(B)(2)(b) does not apply if all of the following conditions are met: (i) prior to the adoption of this subsection the contractor held a valid existing permit, (ii) prior to the adoption of this subsection the contractor had a valid written contract with the residential customer clearly requiring the payment of the applicable cancellation or return/pickup fee, and (iii) the contractor did not submit a bid or proposal to the city to be the exclusive provider of refuse, garbage, trash or recycling collection within the city.

§ 50.04 RESTRICTIONS.

(A) It shall be unlawful for any person, firm, or corporation to engage in the business of collecting garbage, refuse or trash, within the city between the hours of 9:00 p.m. to 6:00 a.m. in residentially zoned areas or in commercially zoned areas whose trash or recycling containers/cans/carts are within four hundred feet (400') of a residentially zoned area.

§ 50.05 EXEMPTIONS.

(A) The provisions of this chapter shall not apply to employees of the city engaged in collection efforts directly related to their employment, persons hauling trash, refuse or debris on a one-time unscheduled basis, or private citizens engaged in typical residential trash removal activity.

(B) The provisions of this chapter shall not apply to construction activities within streets and rights-of- way within the corporate limits of the city which may be authorized and regulated by other applicable ordinances of the city.

§ 50.06 REMEDIES.

Upon the determination by the Director of the Department of Public Works that a violation has occurred, the responsible contractor shall be notified via telephone with a certified letter to follow as soon as practicable. The contractor shall have 24 hours from earliest notice in which to correct the violation. If the conditions have not been corrected within that time, the city may take corrective action at the contractor's expense. Upon receipt of a third violation issued to a contractor, the contractor shall make written notice to all of their customers, within the city corporate limits, making them aware that another contractor licensed with the city may need to be contacted and contracted for said services. In the event of a third violation within any 12-month period, the Mayor or his or her designee shall revoke said contractor’s license. License revocation shall be effective 30 days from the date of the mailing of said letter to the contractor. Upon notice of revocation of license, the contractor shall contact by mail all customers within the limits of the city notifying all customers of the pending revocation of license and placing them on notice that customers may be required to obtain alternative waste removal services. Contractor may petition for reinstatement of his or her license within the 30-day period before the effective date of license revocation, which reinstatement requires approval of the City Council.

§ 50.07 CLEAN UP REQUIRED.

All trash collection trucks and equipment shall be well maintained and in proper working order. All leaks onto a roadway including, but not limited to hydraulic fluid, must be remediated within forty-eight (48) hours of the leak. Any standing fluid on the roadway must be absorbed and any residual hydraulic fluid on the roadway surface must be cleaned. Any cleaning methods must prevent fluid leaks and cleaning fluids from entering stormwater drains.

§ 50.99 PENALTIES.

Whoever violates any of the provisions of this chapter shall be fined in an amount of $200 for the first offense; $500 for the second offense; and, $1,000 for the third offense and the contractor’s license may be revoked, and reinstatement of said license shall require the approval of the City Council. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 3. All other provisions of the City’s ordinances not in conflict with or specifically changed by this amendment shall remain in full force and effect.

SECTION 4. If any provision of this Ordinance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Ordinance shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 5. This Ordinance shall be of full force and effect in accordance with Indiana law.

SO ORDAINED by the Common Council of the City of Fishers, Indiana on this 20th day of May 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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

ORDINANCE NO. 041524B

AN ORDINANCE OF THE CITY OF FISHERS COMMON COUNCIL AMENDING CHAPTER 50 (GARBAGE, TRASH AND REFUSE) OF THE FISHERS CODE OF ORDINANCES

WHEREAS, the City of Fishers, Indiana ("City") currently does not provide city wide refuse, garbage, or recycling collection services ("Trash Services") for City residents;

WHEREAS, the City and the City's residents have expressed interest in the City exploring a contract with a private contractor to provide Trash Services for the City's residents living in single family homes, multi-family residential units and townhouses;

WHEREAS, pursuant to Indiana Code §36-9-30-1 *et seq*. and specifically §36-9-30-5.3 (the "Act"), the City of Fishers Board of Public Works & Safety (the "Board") is authorized to enter into a contract or agreement with any person upon such terms as may be agreed upon for the Trash Services;

WHEREAS, the City of Fishers Board of Public Works & Safety has adopted a request for proposal, pursuant to the Act, to solicit proposals from private contractors who can provide Trash Services to the City's residents; and

WHEREAS, the City desires to amend its ordinances to facilitate the solicitation of requests for proposals and provide for a smooth transition to an exclusive provider for city wide Trash Services, if an exclusive provider is chosen by the Board of Public Works & Safety.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council for the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

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a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.

b. Multi-Family Residential Unit – A building or related group of buildings

not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.

§ 50.02 LICENSE REQUIRED.

It shall be unlawful for any person, firm or corporation to engage in the business of collecting garbage, refuse, trash, or recycling within the city, without first obtaining a license as hereinafter provided.

§ 50.03 APPLICATION FOR LICENSE; ISSUANCE.

(A) Refuse, Garbage, Trash, or Recycling Collection

(1) Any person, firm, partnership or corporation desiring to operate as a contractor as defined by this chapter shall first apply for and obtain a license from the Department of Public Works to do so. Such application shall include the following:

(a) The name, address, and telephone number of the principal office of the contractor;

(b) The proposed day(s) of the week on which the contractor is scheduled to operate in the city;

(c) A map of the city showing the proposed route of collection;

(d) A bond in the penal sum of $ 10,000 executed by a surety company, the purpose of which is to reimburse the city in the event of city personnel being required to clean street, gutters, or other public property following the contractor's activity in the city or a leak pursuant to §50.07. This bond shall not be construed so as to indemnify the contractor from any damage or liability.

(2) Upon the filing of such application and bond, a license may be issued by the Department of Public Works to such applicant to operate for a period of not more than one year from the date of issuance, and all licenses shall expire on December 31 of each calendar year. Contractors desiring to reapply for a license for a new calendar year are encouraged to apply prior to December 1 of the preceding year. Each application shall be accompanied by a filing fee of $200, provided that the filing fee may be reduced to $100 for each application submitted after July 1 of a calendar year.

(3) All licenses shall be subject to § 50.03(B) and the city’s authority to enter into a contract for the exclusive provisions or residential refuse, garbage, trash, or recycling collection and disposal within the city. During any period during which the city has contracted with any person, firm, or corporation to be the exclusive

provider for residential refuse, garbage, trash, or recycling collection and disposal within the city, no license may be issued or renewed to any person, firm, partnership, or corporation for the collection of residential solid waste, yard waste, and recycling within the city.

(B) Residential Unit Refuse, Garbage, Trash, or Recycling Collection.

(1) The city may, pursuant to applicable law and authority, enter into a contract with a person, firm, or corporation as an exclusive provider for residential unit refuse, garbage, trash, or recycling collection services for residences within the city's municipal boundaries.

(2) If the city enters into a contract with a person, firm, or corporation to be the exclusive provider for residential unit refuse, garbage, trash, or recycling collection services:

(a) Other refuse, garbage, trash, or recycling collection service providers or contractors may not provide residential refuse, garbage, trash, or recycling collection and disposal within the City's municipal boundaries;

(b) Other refuse, garbage, trash, or recycling collection service providers or contractors may not charge fees for cancellation of services by city's residents or container/can/cart return/pickup. This subsection 50.03(B)(2)(b) does not apply if all of the following conditions are met: (i) prior to the adoption of this subsection the contractor held a valid existing permit, (ii) prior to the adoption of this subsection the contractor had a valid written contract with the residential customer clearly requiring the payment of the applicable cancellation or return/pickup fee, and (iii) the contractor did not submit a bid or proposal to the city to be the exclusive provider of refuse, garbage, trash or recycling collection within the city.

§ 50.04 RESTRICTIONS.

(A) It shall be unlawful for any person, firm, or corporation to engage in the business of collecting garbage, refuse or trash, within the city between the hours of 9:00 p.m. to 6:00 a.m. in residentially zoned areas or in commercially zoned areas whose trash or recycling containers/cans/carts are within four hundred feet (400') of a residentially zoned area.

§ 50.05 EXEMPTIONS.

(A) The provisions of this chapter shall not apply to employees of the city engaged in collection efforts directly related to their employment, persons hauling trash, refuse or debris on a one-time unscheduled basis, or private citizens engaged in typical residential trash removal activity.

(B) The provisions of this chapter shall not apply to construction activities within streets and rights-of- way within the corporate limits of the city which may be authorized and regulated by other applicable ordinances of the city.

§ 50.06 REMEDIES.

Upon the determination by the Director of the Department of Public Works that a violation has occurred, the responsible contractor shall be notified via telephone with a certified letter to follow as soon as practicable. The contractor shall have 24 hours from earliest notice in which to correct the violation. If the conditions have not been corrected within that time, the city may take corrective action at the contractor's expense. Upon receipt of a third violation issued to a contractor, the contractor shall make written notice to all of their customers, within the city corporate limits, making them aware that another contractor licensed with the city may need to be contacted and contracted for said services. In the event of a third violation within any 12-month period, the Mayor or his or her designee shall revoke said contractor’s license. License revocation shall be effective 30 days from the date of the mailing of said letter to the contractor. Upon notice of revocation of license, the contractor shall contact by mail all customers within the limits of the city notifying all customers of the pending revocation of license and placing them on notice that customers may be required to obtain alternative waste removal services. Contractor may petition for reinstatement of his or her license within the 30-day period before the effective date of license revocation, which reinstatement requires approval of the City Council.

§ 50.07 CLEAN UP REQUIRED.

All trash collection trucks and equipment shall be well maintained and in proper working order. All leaks onto a roadway including, but not limited to hydraulic fluid, must be remediated within forty-eight (48) hours of the leak. Any standing fluid on the roadway must be absorbed and any residual hydraulic fluid on the roadway surface must be cleaned. Any cleaning methods must prevent fluid leaks and cleaning fluids from entering stormwater drains.

§ 50.99 PENALTIES.

Whoever violates any of the provisions of this chapter shall be fined in an amount of $200 for the first offense; $500 for the second offense; and, $1,000 for the third offense and the contractor’s license may be revoked, and reinstatement of said license shall require the approval of the City Council. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 3. All other provisions of the City’s ordinances not in conflict with or specifically changed by this amendment shall remain in full force and effect.

SECTION 4. If any provision of this Ordinance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Ordinance shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 5. This Ordinance shall be of full force and effect in accordance with Indiana law.

SO ORDAINED by the Common Council of the City of Fishers, Indiana on this __ day of May 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____

Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	An Ordinance of the City of Fishers Common Counicl Amending Chapter 50 (Garbage, Trash and Refuse) of the Fishers Code of Ordinances			
SUBMITTED BY	Name & Title: Lindsey Bennett, Corporation Counsel Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading
	Ordinance #:		Resolution #: 041524B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 08222017

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☒ Other: City Council
	☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennett	

BACKGROUND (Includes description, background, and justification)	The City, by and through its Board of Public Works & Safety, is exploring a contract or agreement with an exclusive provider for refuse, garbage and recycling collection services for the City's residents living in single family, duplexes and townhouses ("Services"). The Board adopted a request for proposal for the Services on April 9, 2024. In order to facilitate providing these Services by the City and transitioning the Services to an exclusive provider, the current ordinance requires some amendments. The current ordinance allows for more than one service provider for the Services and so this amendment allows for an exclusive provider for the Services, and cleans up the licensing requirements for those contractors providing non-residential trash collection services (and may also include residential trash collection services moving forward if an exclusive provider is not chosen by the Board). Language was added for 2nd Reading to require leaks be remediated and upon request from City staff, that the fines be increased.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	
	Expenditure $:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Hold 1st Reading
	2.	Provide an alternative direction
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	Ordinance

Form Revised: 08222017

ORDINANCE NO. 041524C

AN ORDINANCE OF THE COMMON COUNCIL VACATING AN EASEMENT IN THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.

WHEREAS, Llama Holdings LLC, is the owner of the property affected by the vacation, and more specifically described in Exhibit A, attached hereto and incorporated herein (the "Real Estate");

WHEREAS, to complete construction of the proposed project, an existing Sign Easement within the Northeast Commerce Park must be vacated;

WHEREAS, the Council now desires to vacate the areas of the easement depicted in Exhibit A attached hereto and incorporated herein (the "Vacation Area");

WHEREAS, a public hearing on this matter has been held consistent with and pursuant to Ind. Code § 36-7-3-16; and

WHEREAS, no remonstrance or objection to this matter has been filed by any party.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Fishers, Hamilton County, Indiana acting pursuant to the authority granted to it by Ind. Code § 36-7-3-16 as follows:

Section 1. The Council hereby determines the following:

(a) vacation of the proposed Vacation Area will not hinder the growth or orderly development of the unit or neighborhood in which the Vacation Area is located or to which the Vacation Area is contiguous; and

(b) vacating the proposed Vacation Area does not make access to the lands of any person by means of public way difficult or inconvenient; and vacating the proposed Vacation Area does not hinder the public's access to a church, school, or other public building or place.

Section 2. The Vacation Area is hereby vacated.

Section 3. This Ordinance shall be in full force and effect upon adoption.

Section 4. This Ordinance shall be recorded in the Office of the Hamilton County, Indiana Recorder.

SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 20th of May 2024.

ORDINANCE NO. 041524C

COMMON COUNCIL OF THE CITY OF FISHERS,

HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia C. Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____2024 at _____p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____

Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____

Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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

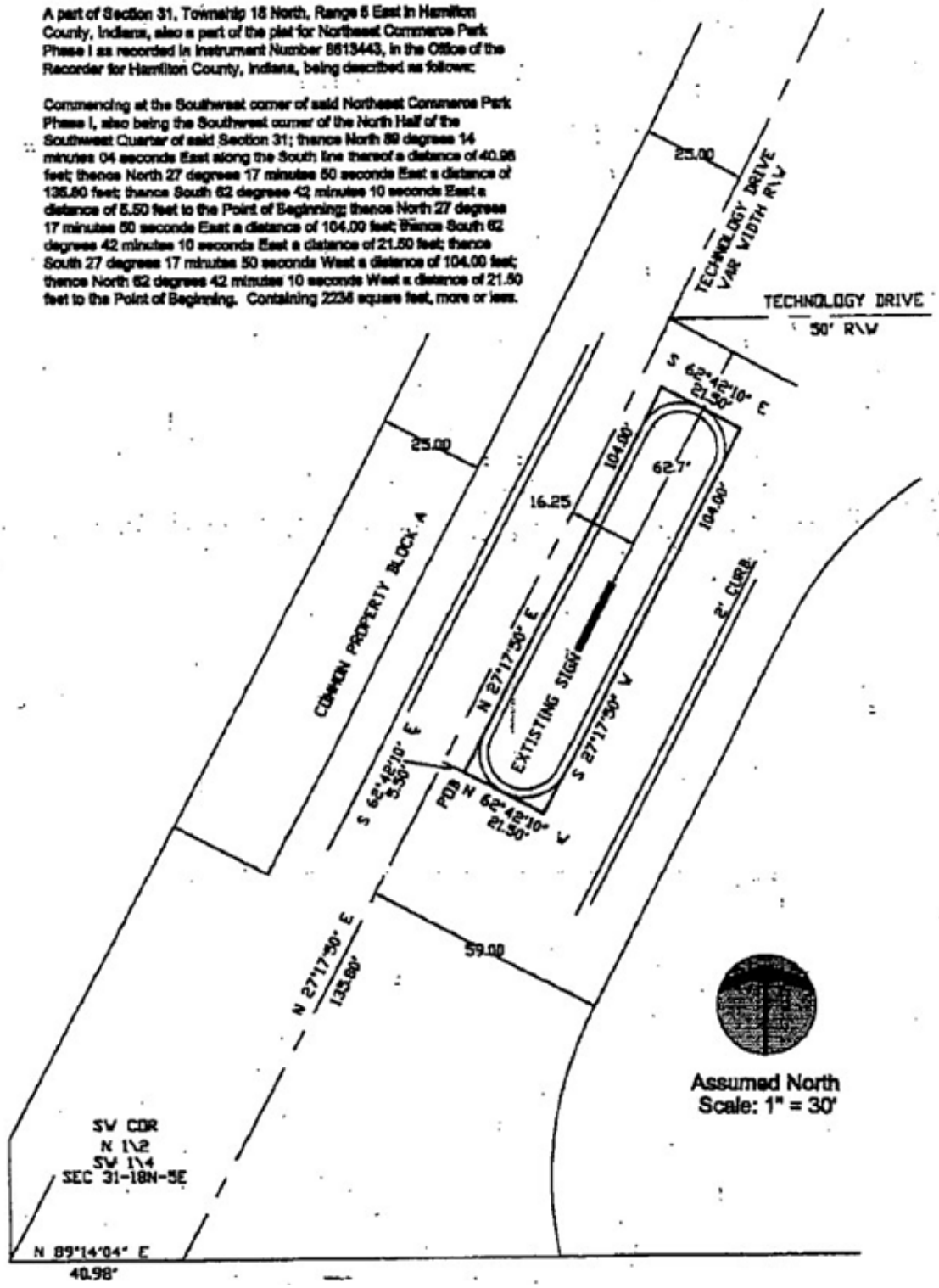
Exhibit A

Vacation Area

EASEMENT DESCRIPTION

A part of Section 31, Township 18 North, Range 5 East in Hamilton County, Indiana, also a part of the plat for Northeast Commerce Park Phase I as recorded in Instrument Number 8613443, in the Office of the Recorder for Hamilton County, Indiana, being described as follows:

Commencing at the Southwest corner of said Northeast Commerce Park Phase I, also being the Southwest corner of the North Half of the Southwest Quarter of said Section 31; thence North 89 degrees 14 minutes 04 seconds East along the South line thereof a distance of 40.98 feet; thence North 27 degrees 17 minutes 50 seconds East a distance of 136.80 feet; thence South 62 degrees 42 minutes 10 seconds East a distance of 5.50 feet to the Point of Beginning; thence North 27 degrees 17 minutes 50 seconds East a distance of 104.00 feet; thence South 62 degrees 42 minutes 10 seconds East a distance of 21.50 feet; thence South 27 degrees 17 minutes 50 seconds West a distance of 104.00 feet; thence North 62 degrees 42 minutes 10 seconds West a distance of 21.50 feet to the Point of Beginning. Containing 2236 square feet, more or less.



1400 (3) 100 none

200300010978
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
01-30-2003 01:40 pm.
EASEMENTS 14.00

SIGN EASEMENT

THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE TOWN OF FISHERS (hereinafter referred to as the "Grantor"), as the owner of the public right-of-way of Technology Drive in Fishers, Hamilton County, Indiana, hereby grants unto NORTHEAST COMMERCE PARK, an Indiana limited partnership (hereinafter referred to as the "Grantee"), its successors and assigns, a non-exclusive, perpetual easement to erect, maintain, and repair a sign (the "Sign") within the currently existing median situated in the middle of Technology Drive, immediately north of the intersection of Technology Drive and North Lantern Road in Fishers, Hamilton County, Indiana, as such median and intersection are depicted on the drawing attached hereto and incorporated herein by this reference as Exhibit "A" (such median being hereinafter referred to as the "Easement Area").

Grantee and its successors and assigns have the right and the obligation to maintain the Sign and the median and to repair the Sign, as and when necessary. The determination as to what maintenance items need to be performed on or for the benefit of the Sign and the median, or the nature and extent of any repairs, shall be in the sole determination of Grantee or its successors or assigns.

The undersigned executing this Easement on behalf of the Grantor represent and certify that the Grantor is the owner of the Real Estate, that the undersigned are duly authorized and fully empowered to execute and deliver this Easement, that the Grantor has full legal capacity to convey the Easement described herein, and that all necessary action for the making of such conveyance by the Grantor has been taken and done.

ADOPTED BY THE Town Council of the Town of Fishers, Indiana, as the "Grantor" on this 21st day of JANUARY, 2003.

THE TOWN COUNCIL OF FISHERS, HAMILTON COUNTY, INDIANA

BY:	AYE		NAY
		Scott Faultless President	
		Stuart F. Easley Vice President	
		Timothy O. Lima Member	
		Eileen N. Pritchard Member	

G:\USERS\TRACKING\2002\SIGNAGE\F & Z NORTHEAST COMM PARK SIGN EASEMENT 1-7-03.DOC
Revision Date: January 7, 2003

Dan E. Henke
Member

Charles White
Member

David C. George
Member

ATTEST:

Linda Gaye Cordell, Clerk-Treasurer,
The Town of Fishers, Indiana

TOWN OF FISHERS CLERK TREASURER INDIANA

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Scott Faultless, Timothy O. Lima, Stuart F. Easley, Eileen N. Pritchard, Dan E. Henke, Charles White and David C. George, the President, Vice President and Members, respectively, of the Town Council of Fishers, Hamilton County, Indiana, who acknowledged the execution of the foregoing Sign Easement, for and on behalf of the Council and Town.

WITNESS my hand and Notarial Seal this 21 day of JANUARY, 2003.

Notary Public – Signature

Douglas D. Church
Notary Public – Printed

My Commission Expires: 1-19-2006

My County of Residence: HAMILTON

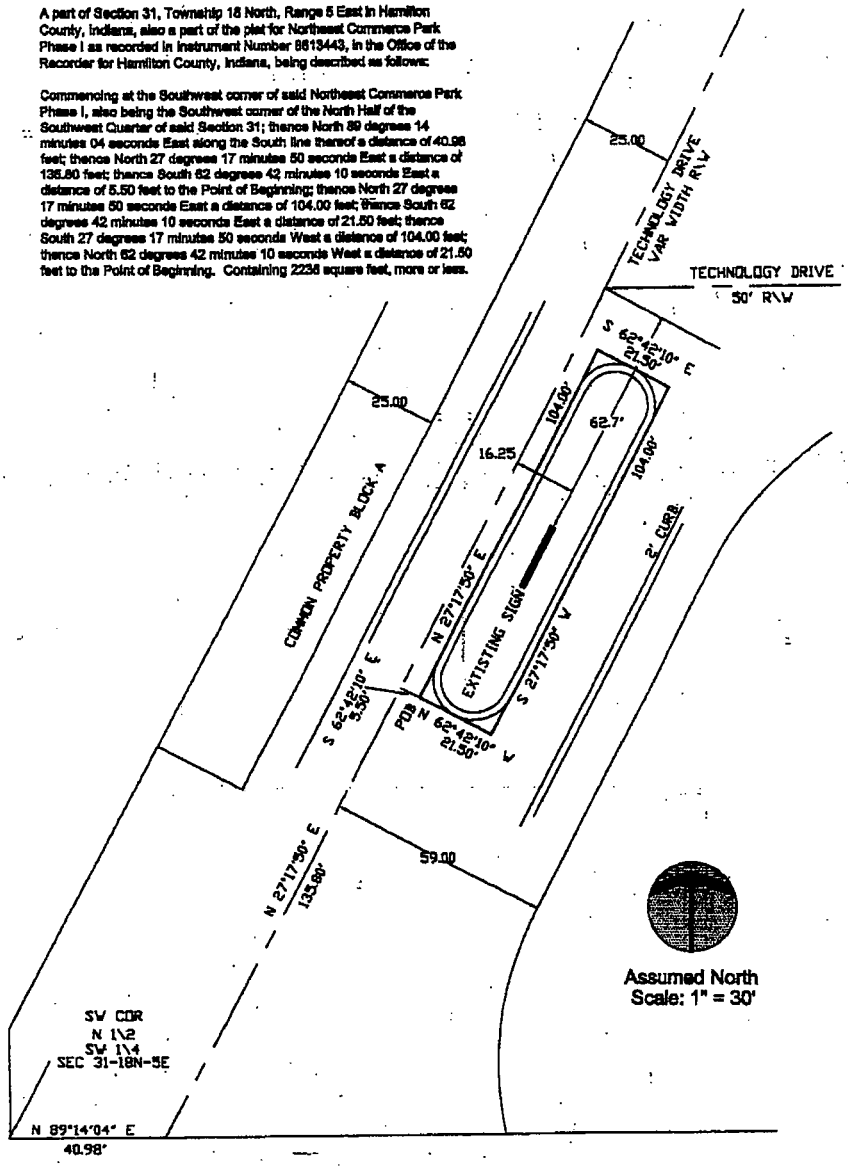
This instrument prepared by and when recorded return to: Diane M. Kortzendorf, Attorney-at-Law, Flynn & Zinkan Realty Company, 5332 North Temple Avenue, Indianapolis, IN 46220.

BEST POSSIBLE IMAGE

EASEMENT DESCRIPTION

A part of Section 31, Township 18 North, Range 5 East in Hamilton County, Indiana, also a part of the plat for Northeast Commerce Park Phase I as recorded in Instrument Number 8613443, in the Office of the Recorder for Hamilton County, Indiana, being described as follows:

Commencing at the Southwest corner of said Northeast Commerce Park Phase I, also being the Southwest corner of the North Half of the Southwest Quarter of said Section 31; thence North 89 degrees 14 minutes 04 seconds East along the South line thereof a distance of 40.98 feet; thence North 27 degrees 17 minutes 50 seconds East a distance of 135.80 feet; thence South 62 degrees 42 minutes 10 seconds East a distance of 5.50 feet to the Point of Beginning; thence North 27 degrees 17 minutes 50 seconds East a distance of 104.00 feet; thence South 62 degrees 42 minutes 10 seconds East a distance of 21.50 feet; thence South 27 degrees 17 minutes 50 seconds West a distance of 104.00 feet; thence North 62 degrees 42 minutes 10 seconds West a distance of 21.50 feet to the Point of Beginning. Containing 2236 square feet, more or less.



consulting & land services
coor corporation
303 W. Main Street, Knightstown, In. 46148-0012
Phone#: (765) 345-5943 Fax#: (765) 345-5692
www.coorconsulting.com
DATE: 12\13\02 JOB #2000-302

NORTHEAST COMMERCE PARK – PHASE I

INSTR #8613443
PLAT BOOK 13, PAGE 9

FISHERS, INDIANA

SIGN EASEMENT
EXHIBIT
"A"

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Request to vacate the sign easement within the Northeast Commerce Park subdivision. Subject site is generally located north Lantern Road, with the common address 8911 Technology Drive (VAC-24-2)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #: 041524C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	Request to vacate a sign easement within the Northeast Commerce Park subdvision. Subject site is generally located north Lantern Road, with the common address 8911 Technology Drive The reinvestment and new construction of the Techway Building, and preivous road reconfiguration requires the existing sign to be removed. Once vacated, a new easement will be recorded.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Hold a Public Hearing and Final Reading
	2.	Continue
	3.	Take no action
	4.	

PROJECT TIMELINE	April 15, 2024 - 1st Reading- City Council May 20, 2024 - Public Hearing and Final Reading - City Council
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold the Public Hearing and Final Reading of the sign easement within the Northeast Commerece Park subdivision (VAC-24-2) as presented.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Exhibit

Form Revised: 03/20/2019

ORDINANCE NO. _____
AN ORDINANCE TO AMEND THE FALL CREEK MARKETPLACE PLANNED UNIT DEVELOPMENT OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

This is an ordinance to amend the Fall Creek Marketplace Planned Unit Development ("PUD") Ordinance No. 050106A and the Official Zoning Map incorporated into the Unified Development Ordinance ("UDO") for the City of Fishers (the "City"), previously enacted by the City pursuant to its authority under the laws of the State of Indiana IC 36-7-4 et seq., as amended.

WHEREAS, the City's Plan Commission has conducted a public hearing on July 10, 2024 for case TA-24-3 as required by law in regard to the text amendment; and

WHEREAS, the Plan Commission at its June 10, 2024 meeting sent a _____ recommendation to the Fishers City Council by a vote of ___ in favor and ___ opposed.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, THE SUCESSOR IN INTEREST TO THE TOWN OF FISHERS, PURSANT TO IND. CODE 36-4-1 ET. SEQ., THAT THE ZONING ORDINANCE, A PART OF THE COMPREHENSIVE PLAN AND ORDINANCES – 2018, ORDINANCE NO. 071618F, AS AMENDED, IS HEREBY AMENDED AS FOLLOWS:

Section 1. AMENDMENT. This Text Amendment amends certain sections of the Unified Development Ordinance;

Section 2. PURPOSE STATEMENT. The purpose of this ordinance is to add regulatory language in the furtherance of the overall Purpose & Intent provisions of Section 1.2.2. (UDO Introductory Provisions).

Section 3. CHANGES TO THE PUD REGULATIONS. The following sections of the PUD regulations shall be changed, as follows in Exhibit A.

DRAFT

ORDINANCE NO. _____

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this __ day of _____ 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____,2024 at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038
"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

ORDINANCE NO. 050106A

AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF FISHERS, INDIANA- 1980.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF FISHERS, INDIANA w 1980. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FISHERS, INDIANA, THAT THE ZONING ORDINANCE, A PART OF THE COMPREHENSIVE PIAN AND ORDINANCE - 1980, ORDINANCE NO. 110380, AS AMENDED, IS HEREBY AMENDED AS FOLLOWS:

SECTION 1. DECLARATION

That the text of the Zoning Code of the Town of Fishers, Indiana, Ordinance No. 110380, and the Official Zoning Map, Town of Fishers, Indiana, dated November 3, 1980, which accompanies and is part of the Zoning Code of the Town of Fishers, Indiana, as amended, are hereby amended as follows:

That the Zoning Classification of the following described Real Estate is hereby zoned as PUD-C and this ordinance shall hereinafter be referred to as the "Cyntheanne and ~~S238~~ Southeastern Parkway PUD Ordinance":

SEE "EXHIBIT A" ATTACHED HERETO. SECTION 2.

SECTION 2. PURPOSE AND INTENT

To create a neighborhood commercial district for the intersection of ~~State Road 238~~ Southeastern Parkway and Cyntheanne Road through the adoption of development standards including architectural design and material standards to aesthetically enhance the commercial areas to be compatible with the surrounding residential neighborhoods.

SECTION 3. LAND USE

A. All uses described in Section 151.073 (Cl, Commercial District) and Section 151.074 (C2, Commercial District) of the Fishers Zoning Code, as amended, shall be permitted.
B. Neighborhood retail including grocery, drug stores and similar uses are permitted provided that no single occupancy may exceed ~~sixty-five~~ eighty thousand (~~65~~80,000) gross square feet for an anchor tenant ~~and provided the anchor tenant has a minimum of two (2) separate and distinct customer entrances across the front of the building~~.
C. Any adult entertainment uses shall be prohibited.
D. Package liquor sales shall be prohibited in gas stations/convenience stores or other similar stand-alone package stores. ~~or "pick up" facilities.~~
E. Package liquor sales are permitted accessory to the grocery store use including as part of an online grocery pick-up order, as may be allowed by State license.
F. One service station shall be allowed in the Cyntheanne Road and ~~SR238~~ Southeastern Parkway PUD District

SECTION 4. CONCEPTUAL DEVELOPMENT PLAN

The updated Concept Plan, attached hereto as "Exhibit B", is adopted as part of this

ordinance. Adoption of the Concept Plan, however, does not constitute approval of any detailed and final development plans; such further approval is subject to the procedures set out in Section 7, below.

SECTION 5. DEVELOPMENT STANDARDS

Except as modified by this PUD Ordinance, the development shall comply with the development, landscaping and parking standards of the Zoning Code of the Town of Fishers.

A. Bulk and Density Standards

1) Building Setbacks

Minimum Front Yard	50'
Minimum Rear Yard	20'
Minimum Side Yard	20'

2) Lot Frontage
   a) Minimum lot frontage may be reduced to 75 feet for one individual outlot. All other lots shall meet the minimum standard of the UDO.
3) Lot Coverage
   a) Lot coverage shall not exceed seventy-five percent (75%) and is inclusive of buildings, parking area and other impervious surfaces, which results in a open space requirement of twenty five percent (25%) of the land area.
4) Building Height
   a) Buildings are restricted to thirty-~~five~~six feet (3~~5~~6') maximum of two (2) stories (pitched roots are measured as the mid-point).

B. Landscape Buffering

1) The landscape buffers for the north and west property lines of Area A shall incorporate the existing trees and shall also include a combination of six (6) trees and ten (10) shrubs per one hundred (100) lineal feet. In order to support preservation of existing trees and incorporate additional plantings, supplemental trees and shrubs may be located within 50 feet of the property line. Mounds may be reduced or eliminated as needed to maintain the health of preserved trees.
2) The landscape buffers for the north and east property lines of Area B shall incorporate the existing trees and shall also include a combination of six (6) trees and ten (10) shrubs per one hundred (100) lineal feet.
3) Required street trees along Southeastern Parkway may be located greater than 10' from the ROW line where in conflict with existing overhead electric lines and gas easements. Final locations shall be approved as a part of the detailed and final plan.

C. Architectural Standards

1) All structures within an individual PUD area shall be constructed with similar design, materials and compatible architecture.
2) All buildings shall screen all mechanical equipment including that which is mounted to the roof and/or ground.
3) The exterior of all buildings adjacent to residentially zoned areas or occupied shall consist of a brick, masonry, ~~or~~ stone façade, or stucco or precast concrete materials with brick, stone or masonry surface ~~and~~ appearance.

4) Facades that have greater than one hundred feet (100') in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least five percent (5%) of the length of the facade and extending at least twenty percent (20%) of the length of the facade. No uninterrupted length of any facade shall exceed one hundred horizontal feet (100').

5) Where large retail structures contain additional, separately owned or leased stores that occupy less than twenty-five thousand (25,000) square feet of gross floor area and have separate, exterior customer entrances, the street level facade of such stores shall be transparent between the height of three feet and eight feet above the walkway grade for no less than sixty percent (60%) of the horizontal length of the building facade of such additional stores.

6) Building facades shall include a repeating pattern that includes no less than three (3) of the following elements:
   a) Color change;
   b) Texture change;
   c) Material module change;
   d) An expression of architectural or structural bays through a change in plane no less than twelve inches (12") in width, such as an offset, reveal or projecting rib.

7) Roof architecture
   a) Roofs shall have some combination of the following features:
      (1) All roof areas shall restrict rooftop equipment such *as* HVAC units from public view by extending the supporting wall or parapet Such roof features shall contain three-dimensional cornice treatment,
      (2) Overhanging eaves, extending no less than three feet (3') past the supporting walls;
      ~~(3) Three or more roof slope planes.~~
   ~~b) Gasoline service station canopies shall have pitched roofs.~~ Gasoline service canopies may have a flat roof and shall not exceed 20 feet in height.
   c) Office uses, separate retail tenants, single story and buildings of less than fifty thousand (50,000) square feet must have pitched roofs to be more residential in character. Notwithstanding, the permitted gasoline service station and its canopy shall be architecturally consistent with the primary grocery use and may have flat roofs.
   d) ~~No more than fifty percent (50%) of the roof shall be flat unless the roof has an architectural addition.~~ Flat roofs shall have architectural significance, such as different sections of flat roofs so the roof can be given articulation with different heights. The look of the building shall therefore be softened by the feel of the facade.

8) Materials and colors.
   a) Predominant exterior building materials shall be high quality materials, including, but not limited to, brick, limestone, other native stone, ~~and~~ tinted/textured concrete masonry units or precast concrete materials with brick stone or masonry surface appearance.
   b) Facade colors shall be low reflectance, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.
   c) Building trim and accent areas may feature brighter colors, including primary colors, but neon tubing shall not be an acceptable feature for building trim or accent areas.
   d) Exterior building materials shall not include smooth-faced concrete block, ~~tilt-up concrete panels~~ or prefabricated steel panels.

9) Entryways.

a) Each retail establishment greater than twenty thousand (20,000) square feet shall have clearly defined, highly visible customer entrances featuring no less than three of the following:
   (1) Canopies or porticos;
   (2) Overhangs;
   (3) Recesses/projections;
   (4) Arcades;
   (5) Raised corniced parapets over the door;
   (6) ~~Peaked~~Varied roof forms;
   (7) Arches;
   (8) Architectural details such as tile work and moldings which are integrated into the building structure and design;
   (9) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

b) All building facades that are visible from ~~adjoining properties and/or~~ public streets shall comply with the requirements of items (1) through (9).

10) Pedestrian circulation

a) Sidewalks shall be a minimum of five feet in width, however, where applicable, they shall be eight feet asphalt in conjunction with the Town Parks Plan and to integrate with neighborhoods. Sidewalks shall be provided along all sides of the lot that abut a public street.

b) Continuous internal pedestrian walkways, no less than eight feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of each retail building on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, street crossings, building and store entry points, and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds and ground cover.

c) Sidewalks, no less than eight feet in width, shall be provided along the full length of the building along any facade featuring a customer entrance, and along any facade abutting public parking areas. ~~Such sidewalks shall be located at least six feet from the facade of the building to provide planting facade.~~ In-ground or permanent planter boxes shall be provided in place of foundation planting along the outer edge of the sidewalk where they do not interfere with pedestrian access/connectivity to provide planting façade.

d) Internal pedestrian walkways provided in conformance with part b) above shall provide weather protection features such as awnings or arcades within thirty feet (30') of all customer entrances.

e) All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways.

~~11) Trash removal, compaction, service vehicles, deliveries, parking lot sweepers, etc. shall not be permitted between the hours of 12:00 midnight and 6:00 a.m. with the exception of snow removal.~~ Trash receptacles shall not be located closer to the right-of-way than the primary building, except where the property has frontage along two property lines. Gates shall not face residential use properties; such requirement shall not apply to school-owned and used properties which may be zoned residential. Refuse compactor units located within the loading area shall be screened from adjacent properties or right-of-way along the edge of the loading dock area but shall not require gates to completely enclose the unit.

12) Outlot uses shall not have drive-through order facilities but may incorporate pick-up

only windows. Such facilities may be located within 400 feet of residentially zoned property.

D. Parking and Access

1) Parking shall be provided at a rate of 5 per 1,000 square foot maximum for uses over 50,000 square feet. Fuel centers shall provide parking spaces at a rate of 6 per 1,000 square feet maximum, inclusive of employee parking. Additional landscape bump-outs shall only be required for parking in excess of this standard. Additional uses under 50,000 square feet shall be underlying requirements of the City of Fishers UDO.
2) Terminal planting beds may be eliminated adjacent to ADA accessible spaces.
3) Driveway widths may exceed 36 feet in width, up to 52 feet in width, for primary commercial entrances as needed to accommodate vehicle turn lanes and radiuses.
4) Cart corrals shall be constructed of durable materials but may be moveable to facilitate parking lot clearing and maintenance.

E. Signage

1) ~~All wall signage shall be reverse channel letter neon or externally lit individual letter signs. All other signage requirements shall be in conformance with the Fishers Sign Code.~~ A comprehensive sign package shall be approved for the site in accordance with the Fishers Sign Code. Sign lighting and color modifications may be addressed as a part of this package.
2) The fuel pricing portion of the gas station sign may utilize digital changeable copy panels which remains static except for price changes, provided such signage does not exceed 25% of the overall sign, as measured per face.

F. Lighting

1) Lighting shall be limited to 0.5-foot candles at the property line. This requirement is exempt when adjacent to public right-of-way.
~~2) There shall be no greater than a 20 to 1 ratio of lighting with a ten-foot-candle maximum on site.~~
3) Light poles shall be limited to thirty feet (30') in height
4) Light fixtures ~~shall~~ may be decorative along the entrance drives and along public rights-of- way approved as part of the overall architecture, but overall site illumination into the atmosphere shall be restricted through the use of ~~shields on the fixture to include a horizontal lamp and no more th.an a 180 degree angle of light~~ full cut-off fixtures.
5) Vehicle canopy lighting shall not exceed 40 foot candles in intensity. All lighting shall be recessed within the canopy structure.
6) Pedestrian lighting along the building façade may be satisfied through a combination of building and pole mounted lighting as detailed on the final lighting plan.

G. Commitments

1) The Developer shall be subject to the Commitments, attached hereto as "Exhibit C", which shall include the following:
   a) Prior to the formal annexation of the Real Estate into the Town of Fishers, the Developer agrees that any home constructed within Briarwood at Fishers shall voluntarily contribute to the Town of Fishers, at the time that a building permit is

issued, the then standard impact fees normally assessed by the Town of Fishers for the residential building.

b) The Developer agrees not to remonstrate against annexation of the Real Estate by the Town of Fishers
   (1) The Developer agrees to include a Waiver of Remonstrance provision in the covenants and restrictions for the Real Estate, which will be recorded and provided to the purchaser of each lot with the Real Estate;
   (2) The Developer agrees to include a Waiver of Remonstrance provision on the recorded Subdivision Plat.
   (3) The Developer agrees to include Waiver of Remonstrance in the PUD Ordinance.

SECTION 6. OTHER REQUIREMENTS

The Real Estate shall comply with all Town Ordinances (e.g., Zoning Code, Landscaping Ordinance, Parking Ordinance, Subdivision Control Ordinance) 1n effect May 1, 2006, as applicable, except as provided or modified by this PUD Ordinance. The underlying zoning district shall be C2 Commercial.

SECTION 7. PROCEDURES.

The adoption of this ordinance and the subsequent consideration of any detailed and final development Plan shall be consistent and pursuant to the provisions of the Planned Unit Development process as set forth in Section 151.072 Planned Unit Development District.

SECTION 8. APPROVAL

This ordinance shall be in full force and effect from and after its passage by the Town Council and after the occurrence of all other actions required by law. All provisions or parts thereof in conflict herewith are hereby repealed.

Note: Needs replacement with new legal descriptions and updated Exhibits.

EXHIBIT"A"

LAND DESCRIPTION
CYNTHEANNE/~~SR238~~ SOUTHEASTERN PARKWAY
PLANNED DEVELOPMENT

(Cythiwme Road at 238 LLP parcel)
A part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 18 *North,* Range 6 East, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the No1thwest comer of said Northwest Quarter; thence South 00 degrees 01 minutes 15 seconds West along the west line of said Q.larter Section a distance of 941.12 feet to the Point of Beginning; thence North 89 degrees 37 minutes 07 seconds East 570.02 feet; thence South 00 degrees 01 minutes 15 seconds West 394.75 feet to the south line of said Quarter Section; thence South 89 degrees 35 minutes 51 seconds West along said south line a distance of 191.18 feet to the centerline of State Road 238; thence North 55 degrees 58 minutes 12 seconds West along said centerline a distance of 456.99 feet to the we& line of said Quarter Section; thence North 00 degrees 01 minutes 15 seconds East along said west line a di!.tance of 136.55 feet to the Point of Beginning. Containing 176,121 square feet or 4.043 acres, more or less.

ALSO INC1..,UDING:

{Littleton Partners LLC pw-cet)
Part of the Southeast Quarter of the Northeast Quarter of Section 31, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows: Beginning at the Northeast comer of the Southeast Quarter of the said Nortl1east Quarter Section, which corner is collinear and equidistant from the N01theast and Southeast comers of said Quarter Section; thence Sonth 00 degrees 01 minutes 15 seconds West (assumed bearing) along the East line of s.aid Quarter Section 792.78 feet to U1e Northea t corner of land described in Instrument Number 9809816383 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 58 minutes 45 seconds West along the North line of said land 416.00 feet to the centerline of State Road 238; thence North 55 degrees 33 minutes 51 seconds We t along said centerline 495.77 feet to a point which lies 825.00 feet Westerly, measured parallel with the North line of said Quarter Quarter Section, from the aforesaid East line; thence North 00 degrees 01 minutes 15 seconds East, parallel with said East line, 510.85 feet to the North line of said Quarter Quarter Section; thence North 89 degrees 54 minutes 01 seconds East along said North line 825.00 feet to the point of beginning, containing 13.68 acres. more or less.

EXCEPT:

A part of the Southeast Qua1ter of the Northeast Quarter of Section 31, Township 18 North, Range 6 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked "Exhibit B", described as follows: Commencing at the Northeast Corner of the Southea t Quarter of said Northeast Quarter Section, which corner is collinear and equidistant from the Northeast lll1d Southeast comers of said Quarter Section, thence South 0 degrees 01 minutes 15 seconds West (as med bearing) along the East line of said Quarter Section 792.78 feet to the Northeast comer of land described in Instrument Number 9809816383 in the Office of the Recorder of Hamilton County, Indiana; ci1ence North 89 degrees 58 minutes 45 seconds West along the North line of said land 416.00 feet to the centerline of State Roa.d 238 (the foregoing portion of this description following the words "Commencing at" is taken from Instrument Number 200000045667) which point is on a southwest comer of the grantor's land and the point of beginning of this description: thence North 55 degrees 48 minutes 43 seconds West 138.712 meters (455.09 feet)

along said centerline to the intersection with the west line of the grantor's land; thence North 0 degrees 17 minutes 4 seconds West 18.768 meters (61.58 feet) along said west line to the point designated"301" on said pl thence South 56 degrees *5* minutes 1 seconds East 173.325 meters (568.65 feet) to the int.ersection with the south line of the grantor's land; thence North 90 degrees O minutes 0 seconds West 28.999 meters (95.14 feet) along said south line to the point of beginning and 1.:ont.aining 0.2494 hectares (0.612 acres) more or less, inclusive of the present existing right-of-way which contains 0.2475 hectares (OJ 22 acres), more or less, for a net additional talcing of 0.1981 hectares (0.490 acres), more or less.

ALSO INCLUDING:

(Parker Family parcel)
A part of the Nmthea& Quarter of Section 31, Township 18 North, Range *6* East, in Hamilton County, Indiana described as follows: Begin in the center of State Road No. 238,838.00 feet West and 835.0 feet North of the Southeast comer of the Northeast Quarter of Section 31, Township 18 North, Range 6 East; thence North parallel with the East line of said Quarter Sections 838.0 feet to comer post; thence West 264.0 feet to corner post thence South parallel with the East line of said quarter 658.0 feet to the center of State Road No. 238; thence Southeasterly on and along center of said State Road to place of beginning, containing 4.53 acres, more or less.

ALSO INCLUDING:

{Lahr parcel)
Beginning at an iron pin on Section line 1\vo Hundred Eighty (280) feel (258.00 feet, + measured) North of a E.tone at the Southeast corner of the Northeast Quarter of Section Thirty-One (31), Township Eighteen (18) Noith, Range Six (6) East, in Hamilton County, Indiana, nmning thence North on Section line Two Hundred Eighty-Five (285) feet *to* an iron pin; thence West at right angle to said Section line Four Hundred Sixteen (416) feet to an iron pin; thence Southeast Five Hundred Four and Twenty-Six Hundredths (504.26) feet to the Place of Beginning. Containing 1.36 acres, more or less, in Hamilton County, Indiana.

ALSO INCLUDING:

(Lakin parcels)
Part of U1e Northeast Quarter of tlle Northeast Quarter of Section 31, Township 18 North, Range 6 East, described as follows: Begin 60 rods South of the Northeast comer of the Northeast Quarter of said Section, Township and Range and mn West *50* rods; thence South 20 rods; thence East *50* rods; thence North 20 rods to the place of beginning, containing 6.25 acres. EXCEPT: Beginning 60 rods South of the Northeast comer of the Northeast Quarter of Section 31, Township 18 North, Range 6 East. mnning thence South 256 feet; thence West 340 feet; thence Norlh 256 feet; thence East 340 feet to the place of beginning, containing J .98 acres, more or less. Containing after said exception 4.27 acres, more or less.

Beginning Sixty (60) rods South of the Northeast comer of the Northeast Quarter of Section Thirty-one (31), Township Eighteen (18) Nortl1, Range Six (6) East, running thence South Two hundred fifty-six feet (256'); thence West Three hundred forty feet (340'); thence No11.hTwo hundred fifty-six feet (256'); thence East Three hundred forty feet (340') Lo the place of beginning. Containing 1.98 acres. more or less in Hamilton County, Indiana:.

brr **Meijer** Entry Perspective
FISHERS, INDIANA

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06

brr

Meijer Aerial Perspective

FISHERS, INDIANA

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FISHERS, INDIANA

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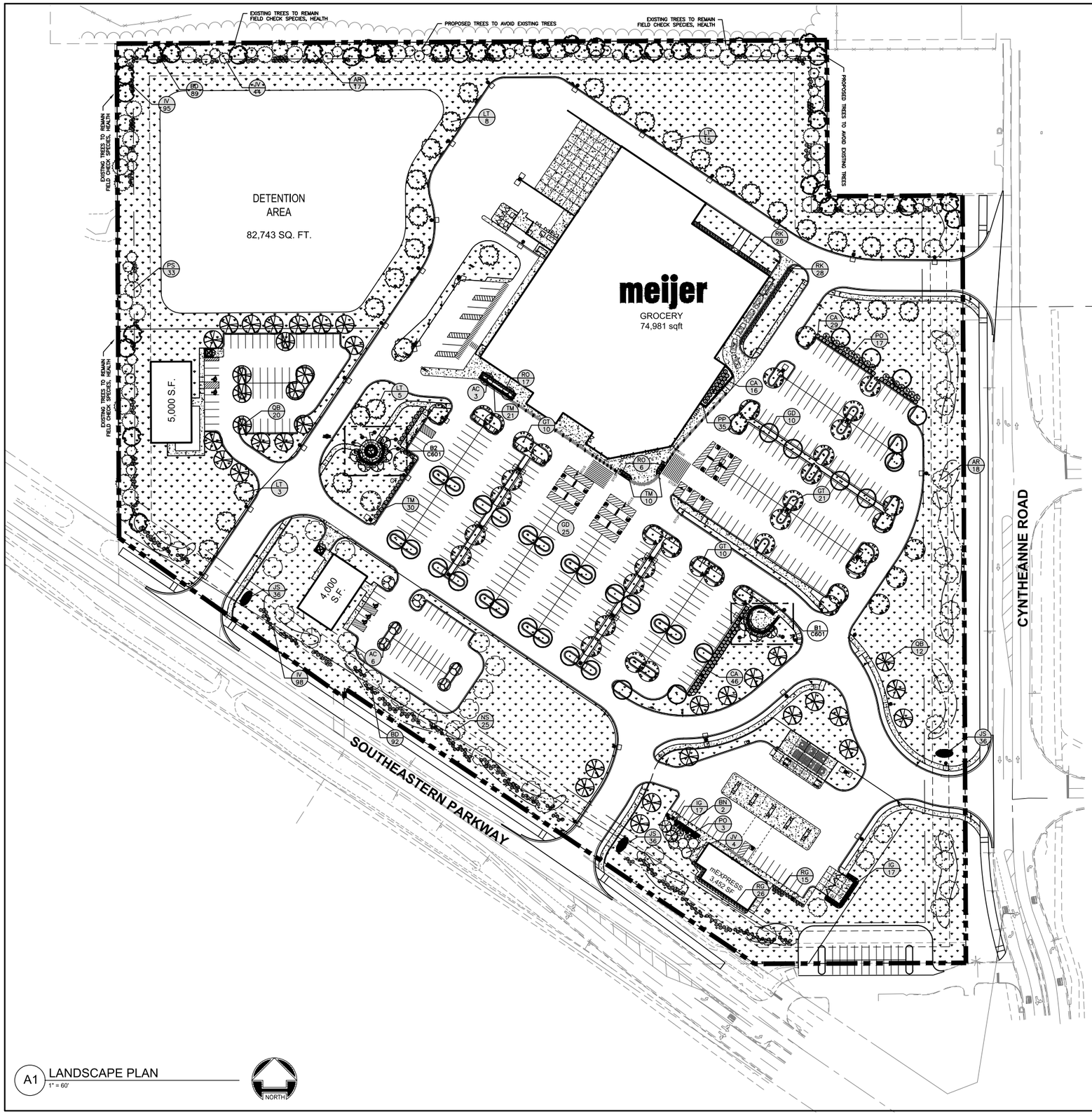
06



A1 LANDSCAPE PLAN
1" = 60'

LANDSCAPE NOTES

1. COORDINATE PLACEMENT OF PLANTS WITH UTILITY LOCATIONS AND SIGHT LINES TO BUILDING. MAKE ADJUSTMENTS AS REQUIRED TO AVOID PLANTING OVER THE UTILITIES AND/OR WITHIN SIGHT LINES TO ALL MEIJER BUILDING SIGNAGE.
2. THE CENTER OF LARGE ISLANDS IS TO BE SIX INCHES HIGHER THAN TOP OF CURB. ENSURE ALL ISLANDS ARE SLOPED FOR POSITIVE DRAINAGE.
3. ALL AREAS THAT REQUIRE SEEDING SHALL RECEIVE 4" MINIMUM TOPSOIL, UNLESS NOTED OTHERWISE.
4. SEED ALL AREAS INDICATED ON THE LANDSCAPE PLAN, THE SOIL EROSION CONTROL PLAN AND ALL DISTURBED AREA. REVIEW AREAS OF SEEDING WITH CONSTRUCTION MANAGER PRIOR TO ANY SEEDING. ANY AREAS DISTURBED BY THE CONTRACTOR WHICH ARE BEYOND THE LIMITS OF GRADING AND EARTHWORK SHALL BE SEEDED AT NO ADDITIONAL COST TO THE OWNER.
5. TOPSOIL SHALL BE TESTED AND AMENDED AS NECESSARY DURING FINAL GRADING AND PREPARATION FOR SEEDING BY CONTRACTOR.
6. APPLY STARTER FERTILIZER (16-32-4) AT 250 POUNDS/ACRE TO SEEDED AREAS.
7. ALL LANDSCAPE ISLANDS SHALL BE NATURAL COLOR, DYE-FREE, 3" DEEP SHREDDED HARDWOOD MULCH EXCEPT AS NOTED. PLACE MULCH OVER WEED BARRIER FABRIC AND TREAT WITH PRE-EMERGENT HERBICIDE.
8. SEE SHEET C-601 FOR PLANT SCHEDULE.
9. ALL LANDSCAPING SHALL BE INSTALLED A MINIMUM OF 4' FROM THE EDGE OF PAVEMENT WHERE A VEHICLE WILL OVERHANG A LANDSCAPE BED. SEE DETAIL C2 ON C-601.

LANDSCAPE CODE SUMMARY

STREET TREES
For Major Collector streets: 1 canopy tree per 50', min. distance between trees 75'.
Required: 13 trees along Southeastern. (Provided: 14)
Required: 13 trees along Cyntheanne. (Provided: 13)

BUFFER YARD
6 trees and 10 shrubs per 100 LF (mix of evergreen and canopy trees)
Required: 1,834 LF = 111 trees and 184 shrubs (Provided: 111 Trees and 184 Shrubs)
Required (ROW): 1,893 LF = 190 shrubs (Provided 190 shrubs)

LOT PLANTINGS:
3 trees plus 1 per 15,000 SF of lot area over 45,000 SF
Required: Main store = 44 trees (based on 14.82 acres) (Provided: 45)
Required: mExpress = 6 trees (based on +/- 2 acres) (Provided: 6)
Required: Outlot A = 6 trees (based on +/-2 acres) (Provided: 6)
Required: Outlot B - 5 trees (based on 1.5 acres) (Provided: 6)

FOUNDATION PLANTING
1shrub and/or ornamental tree per 10 LF (excluding dock openings)
Main store = 100 shrubs/ornamental trees (1,000 LF) (Provided 100 shrubs)
mExpress = 26 shrubs/ornamental trees (260 LF)min. (Provided 26 shrubs)
4 shrubs per building side facing a street. Outlots A and B will follow required ordinance.

PERIMETER ISLANDS
30 shrubs per 100 LF=190 shrubs (Provided 190 shrubs)
Outlots A & B will follow required ordinance

INTERIOR/MEDIAN ISLANDS
1 shade tree per island Min. 2 shade trees per 2,000 SF of parking area
Required: Main store = 141 trees (based on +/- 141,000 SF parking area) (Provided 100 trees)
Required: mExpress = 8 trees (based on +/- 8,000 SF parking area) (Provided 8 trees)
add to Interior/Median Islands plan:
Required: Outlot A = 16 shade trees (based on +/- 15,700 SF) (Provided 16 trees)
Required: Outlot B = 19 shade trees (based on +/- 18,600 SF of parking area (Provided 19 trees)

OUTDOOR SALES SCREENING (mExpress)1 evergreen tree per 8 LF plus
1 shrub every 12 LF plus 1 deciduous tree every 15 LF
Total length 28 LF
(Provided 4 evergreen trees, 2 deciduous trees and 17 shrubs)

SHREDDED HARDWOOD MULCH TO 3" DEPTH, UNLESS NOTED OTHERWISE. SEE SPECIFICATIONS

SEED MIXTURE TYPE A (264,155 SF)

A5 LANDSCAPING LEGEND
NTS

0 60 120 180
GRAPHIC SCALE IN FEET

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meijer
2929 WALKER AVENUE
GRAND RAPIDS, MICHIGAN 49544
(616) 453-6711

REV.	DATE	DESCRIPTION

MEIJER STORE FSR
XXXX SOUTHEASTERN PARKWAY
FISHERS, HAMILTON COUNTY, INDIANA 46037

LANDSCAPE PLAN

ISSUED FOR:	
PERMIT	MM/DD/YY
BID	MM/DD/YY
CONSTRUCTION	MM/DD/YY

PROJECT MANAGER	DESIGNER
BLS	JMR

JOB NO.
10019671

C-600

Images: , Xrefs: 10019671-x.dwg; 10019671TBLK.dwg; 10019671-p.dwg
Layout Tab Name: C-600 LANDSCAPE PLAN
Last Saved By:Daulton, 4/25/2024 1:50:53 PM
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brr **Meijer** Entry Perspective

FISHERS, INDIANA

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Meijer Aerial Perspective

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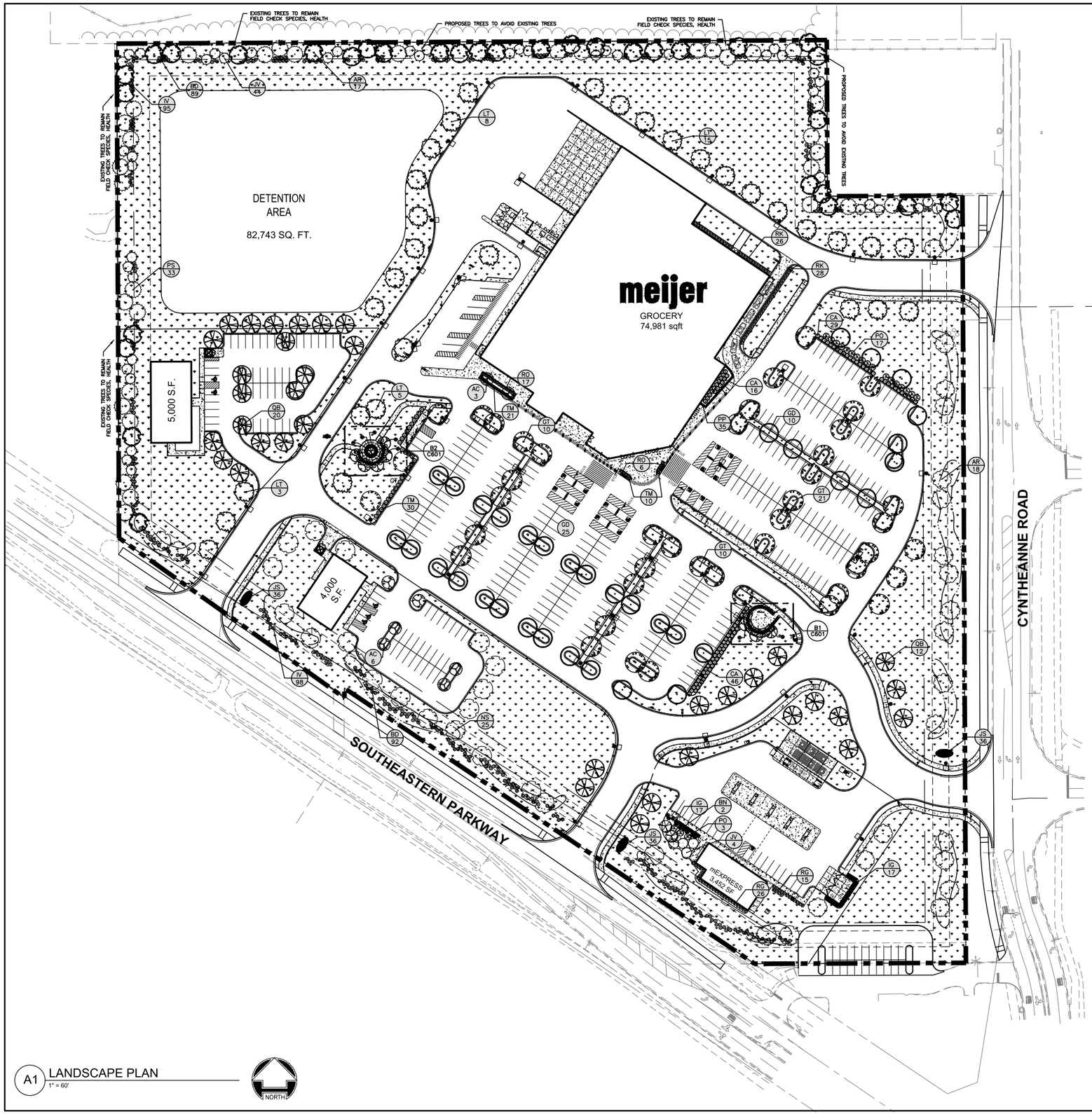
06



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SEED MIXTURE TYPE A (264,155 SF)

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GRAPHIC SCALE IN FEET

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GRAND RAPIDS, MICHIGAN 49544
(616) 453-6711

REV.	DATE	DESCRIPTION

MEIJER STORE FSR
XXXX SOUTHEASTERN PARKWAY
FISHERS, HAMILTON COUNTY, INDIANA 46037

LANDSCAPE PLAN

ISSUED FOR:	
PERMIT	MM/DD/YY
BID	MM/DD/YY
CONSTRUCTION	MM/DD/YY

PROJECT MANAGER	DESIGNER
BLS	JMR

JOB NO.
10019671

C-600

Images: , Xrefs: 10019671–x.dwg; 10019671TBLK.dwg; 10019671–p.dwg
Layout Tab Name: C–600 LANDSCAPE PLAN
Last Saved By:Daulton, 4/25/2024 1:50:53 PM
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Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Consideration of a text amendment to the Fall Creek Marketplace PUD Ordinance #050106A to allow updates to the concept plan and the land use and development standards, generally located near the intersection of Southeastern Parkway and N. Cyntheanne Road. (TA-24-3)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 052024B		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☐ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	This text amendment amends the Fall Creek Marketplace PUD (Ordinance 050106A) Abby Jacobs of Woolpert, Inc. requests a text amendment to allow updates to the concept plan and the land use and development standards for a proposed grocery store, service station and two commercial outlots. See Ordinance for additional details.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Hold 1st Reading
	2.	Continue
	3.	
	4.	

PROJECT TIMELINE	May 20, 2024 - Proposed 1st Reading - City Council July 10, 2024 - Elevation Approval - PUD Committee July 10, 2024 - Public Hearing - Plan Commission July 15, 2024 - Proposed Final Reading - City Council
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold first reading.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Petitioner Packet

Form Revised: 03/20/2019

ORDINANCE NO. 052024C

AN ORDINANCE AMENDING THE TEXT OF THE FISHERS MARKETPLACE PUD ORDINANCE NO. 070506 OF FISHERS, INDIANA

AN ORDINANCE AMENDING THE TEXT OF AN ORDINANCE OF FISHERS, INDIANA, dated November 6, 2006 - Ordinance No. 070506, as amended by Ordinance Nos. 081808D, 081511A, 021813, and 052019F (collectively, the "Fishers Marketplace PUD").

SECTION 1. DECLARATION

It is hereby ordained by the City Council (the "Council") of the City of Fishers, Indiana (the "City"), that the text of the Fishers Marketplace PUD is hereby amended as set forth in this Amendment to the Fishers Marketplace PUD. To the extent there is any conflict between the Fishers Marketplace PUD and this Amendment to the Fishers Marketplace PUD, this Amendment to the Fishers Marketplace PUD shall control. Any provisions of the Fishers Marketplace PUD that are not specifically amended by this Amendment to the Fishers Marketplace PUD shall remain in full force and effect. Any provisions of the Unified Development Ordinance of the City of Fishers, Ordinance No. 071618F (the "UDO") which are specifically referenced shall apply.

SECTION 2. PURPOSE AND INTENT

The purpose and intent of this Amendment to the Fishers Marketplace PUD is to amend certain and specific provisions of the Fishers Marketplace PUD pertaining to certain uses and certain development standards. This Amendment to the Fishers Marketplace PUD hereby establishes specific uses and development standards for the property in the Fishers Marketplace PUD commonly known as 13498 Bent Grass Lane, and more particularly described on Exhibit "A" attached hereto (the "Subject Property").

SECTION 3. AMENDMENTS TO THE FISHERS MARKETPLACE PUD

The following constitute the amendments to the Fishers Marketplace PUD:

A. Section 3. Uses Permitted and Prohibited is hereby amended by adding the following uses as an additional permitted use on the Subject Property:

1. Filling Station / Fuel Station, in conjunction with the convenience store operation described on Exhibit "D" (the Convenience Store with Gas / Car Wash").

2. Car Wash, in conjunction with the Convenience Store with Gas / Car Wash.

B. Section 4. Development Standards is hereby amended by the following:

1. The Development Standards set forth in the Fishers Marketplace PUD shall apply to the Convenience Store with Gas / Car Wash.

2. The Subject Property shall be developed in a manner consistent with the Conceptual Site Plan attached hereto as Exhibit "B".

C. Section 5. Architectural Standards is hereby amended by the following:

1. Architectural Standard "G" shall not apply to the Convenience Store with Gas / Car Wash on the Subject Property.

2. Architectural Standard "I" shall not apply to the Convenience Store with Gas / Car Wash on the Subject Property.

3. The Convenience Store with Gas / Car Wash on the Subject Property shall be constructed in a manner consistent with the renderings set forth on Exhibit "C" attached hereto.

SECTION 4. PROCEDURES

The Fishers Marketplace PUD, as hereby amended by this Amendment to the Fishers Marketplace PUD, shall remain in full force and effect.

SECTION 5. APPROVAL

This Amendment to the Fishers Marketplace PUD shall be in full force and effect from and after its passage by the City Council.

ADOPTED BY THE City Council of the City of Fishers, Indiana on this ___ day of _____, 2024.

THE CITY COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

AYE		NAY
	Cecilia Coble	
	Pete Peterson	
	John DeLucia	
	Brad DeReamer	
	Tiffanie Ditlevson	
	Selina Stoller	
	Bill Stuart	
	John Weingardt	
	Todd Zimmerman	

ATTEST: _____ Date: _____
Jennifer Kehl, City Clerk
City of Fishers, Indiana

Approved by: Lindsey Bennet, City Attorney

I hereby certify that the foregoing Ordinance/Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___ day of _____, 2024, at _____ ___.m.

ATTEST: _____
Jennifer Kehl, City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: _____, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive, Fishers, Indiana 46038.

43040760.1

EXHIBIT "A"

PARCEL 1 (FEE)

OUTLOT 5 OF THE SECONDARY RE-PLAT OF BLOCKS A & D AT FISHERS MARKETPLACE, AN ADDITION TO THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED OCTOBER 9, 2013 IN PLAT CABINET 5, SLIDE 133 AS INSTRUMENT NO. 2013063166 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

EXCEPTING THEREFROM,

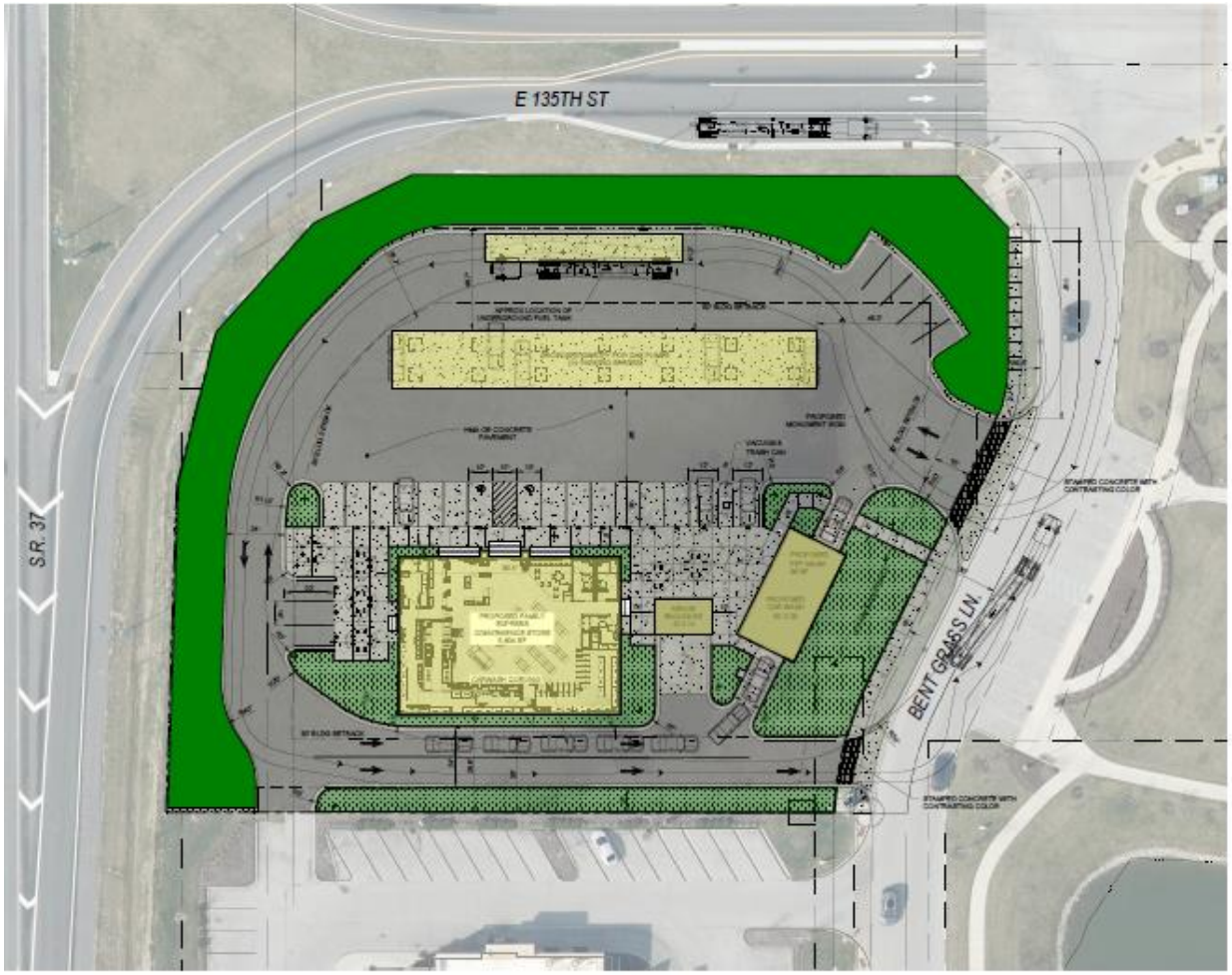
A PART OF OUTLOT 5 IN THE SECONDARY RE-PLAT OF BLOCKS A & D AT FISHERS MARKETPLACE, AN ADDITION TO HAMILTON COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT CABINET 5, SLIDE 133 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT, MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT 5; THENCE ALONG THE WEST LINE OF SAID OUTLOT 5 NORTH 00 DEGREES 00 MINUTES 07 SECONDS WEST, 207.45 FEET TO THE NORTHWESTERN LINE OF SAID OUTLOT 5; THENCE ALONG SAID NORTHWESTERN LINE NORTH 47 DEGREES 25 MINUTES 52 SECONDS EAST 74.28 FEET TO THE NORTH LINE OF SAID OUTLOT 5; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 44 MINUTES 18 SECONDS EAST 54.06 FEET TO POINT "537" DESIGNATED ON SAID PLAT; THENCE SOUTH 63 DEGREES 16 MINUTES 40 SECONDS WEST 44.64 FEET TO POINT "538" DESIGNATED ON SAID PLAT; THENCE SOUTH 41 DEGREES 54 MINUTES 59 SECONDS WEST 59.47 FEET TO POINT "539" DESIGNATED ON SAID PLAT; THENCE SOUTH 14 DEGREES 20 MINUTES 26 SECONDS WEST 63.06 FEET TO POINT "540" DESIGNATED ON SAID PLAT; THENCE SOUTH 01 DEGREE 48 MINUTES 20 SECONDS WEST 132.54 FEET TO THE SOUTH LINE OF SAID OUTLOT 5, DESIGNATED AS POINT "541" ON SAID PLAT; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST 8.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.121 ACRES, MORE OR LESS.

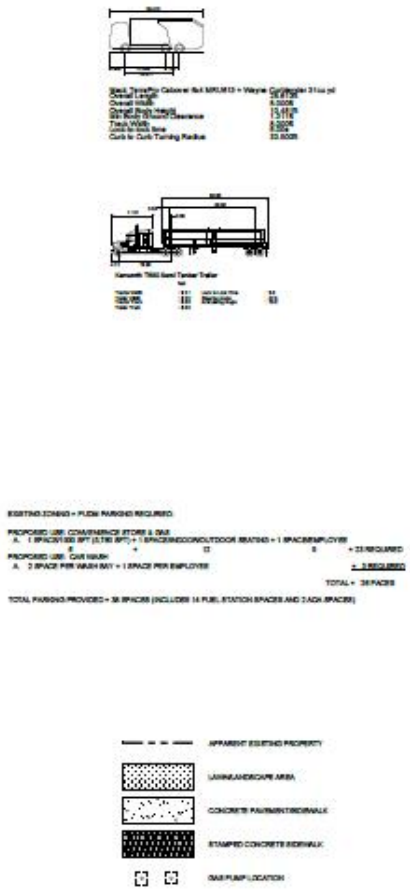
TOGETHER WITH, THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM AND ACROSS THE ABOVE-DESCRIBED REAL ESTATE. THIS RESTRICTION SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE GRANTOR AND ON ALL SUCCESSORS IN TITLE TO THE SAID ABUTTING LANDS.

PARCEL 2 (EASEMENT)

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS AS CREATED AND GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS AND EASEMENTS (NORTH PARCEL) DATED OCTOBER 28, 2013, AND RECORDED NOVEMBER 7, 2013 AS INSTRUMENT NO. 2013068073 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Exhibit "B"





FAMILY EXPRESS, FISHERS, IN

CONCEPTUAL SITE PLAN - OPTION 8

04.23.2024

JONES PETRIE RAFINSKI

Exhibit "C"

EXIT
FAMILY EXPRESS Carwash Prototype
04-25-2024

EXIT
Carwash

Carwash
4'-0"
4'-4"
6'-6"
4'-4"
4'-0"

FAMILY EXPRESS
XL PIZZAS
FAMILY EXPRESS C-Store & Carwash Prototype
04-25-2024

FAMILY EXPRESS
XL PIZZAS
FAMILY EXPRESS C-Store Prototype
04-25-2024

FAMILY EXPRESS
FAMILY EXPRESS C-Store Prototype
04-25-2024

Exhibit "D"

Family Express has developed a new Prototype for its Convenience Store and Carwash building. It has re-imagined the interior space by optimally and efficiently organizing the layout to enhance the customer experience and improve operational efficiencies. Family Express is not the gas station of the past. Family Express is a State-of-the-Art customer-centric Convenience Store of the Future. The company has been recognized as the "Convenience Store Chain of the Year" in North America and most recently, as the "Technology Chain of the Year", among other things developing advanced encryption at the pump, to assure the highest level of cyber security.

Our Convenience store is to a great extend a restaurant. Much of what we offer has to do with perishables like Family Express milk, and a wide variety of products that our produced at our central Bakery. Our proprietary Hot Food Service offering, prepared on-site, offers a variety of breakfast options, along with lunch and dinner delights ranging from barbeque ribs, to the much talked about thin crust "low carb" pizza. The C-Store provides indoor and outdoor seating for our customers to enjoy their meals, along with a state-of-the-art Carwash building, utilizing the latest mobile wallet technology, and a self-serve Pet Wash station…and yes, we do sell fuel along the other 3,500 items in our repertoire.

The exterior of the new Family Express Convenience Store prototype building will incorporate various durable and maintenance-free materials such as natural brick (2 different colors to add appeal) and higher-end Nichiha fiber-cement panels, which are more costly that brick. Utilizing these materials will enhance the aesthetic and curb-appeal of the exterior elevations and will allow our buildings to blend in contextually with adjacent architecture. The Carwash and the Refuse Enclosure will also complement the C-Store architecture by utilizing same materials

We will employ a non-traditional construction method for the building core and shell, by utilizing modular panel construction technique to shorten construction timeframe and to be able to serve our customers sooner. Although this method is more costly, it is a much safer and more sustainable approach as it produces less material waste. By manufacturing the wall panels off-site, it reduces disruption to the surrounding areas by minimizing noise, traffic, and pollution.

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Consideration of a text amendment to the Fishers Marketplace PUD Ord. 070506, as amended in Ord. 081511A, to update development standards and architectural standards associated with the gas station concept plan and proposed elevations and allow the following land uses, vehicle fuel sales, convenience store, car wash and pet wash at 13498 Bent Grass Lane. (Outlot 5, Parcel ID: 15-11-30-00-42-002.000) (TA-24-4)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 052024C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office			

Form Revised: 03/20/2019

	☐ Wait 31 days **prior to** filing with the County Recorders' Office	☒ Document **does not need** recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head ☒ Department Head ☐ Deputy Mayor ☐ Mayor ☐ Legal Counsel – *Name of Reviewer:*	☐ Controller's Office ☐ Finance Committee ☐ Technical Advisory Committee ☐ Other:
BACKGROUND (Includes description, background, and justification)	This is a text amendment to the Fishers Marketplace PUD to update development standards and architectural standards associated with the gas station concept plan and proposed elevations and to allow the following land uses, vehicle fuel sales, convenience store, car wash and a pet wash. This text amendment includes a 5800 sq ft convience store,1300 sq ft car wash, 96 sq ft pet wach kiosk, and a seven pump fuel station on a 84000 sq ft lot. Plan Commission scheduled to hold a public hearing at their June 5, 2024 meeting.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $: N/A Expenditure $: N/A Source of Funds: N/A Additional Appropriation #: N/A **Narrative:** N/A	
OPTIONS (Include *Deny Approval* Option)	1. Hold First Reading 2. Continue 3. Take no action 4.	
PROJECT TIMELINE	May 20, 2024 - 1st Reading at City Council June 5, 2024 - Public Hearing at Plan Comission June 5, 2024 - PUD Committee June 17, 2024 - Final Reading at City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends holding First Reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft ordinance	

Form Revised: 03/20/2019

ORDINANCE NO. 052024D

AN ORDINANCE VACATING RIGHT OF WAY IN THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, Rebar Development is in the process of developing a residential and commercial mixed-use development (CityView), generally located on the west side of Lantern Road, south of 116th Street;

WHEREAS, to complete the Project as currently proposed, certain City Right-of-Way ("ROW") must be vacated;

WHEREAS, the Common Council now desires to vacate the areas of ROW described in Exhibit A attached hereto and incorporated herein ("Vacation Area") which Vacation Area shall join with and become part of the site;

WHEREAS, the originally platted ROW is shown depicted in Exhibit B as part of the Kiberlain's Addition to the Town of Fishers Station, as per plat thereof recorded in Deed Book 32, Page 276 in the office of the Recorder of Hamilton County, Indiana;

WHEREAS, a public hearing on this matter has been held consistent with and pursuant to Ind. Code § 36- 7-3-12; and

WHEREAS, no remonstrance or objection to this matter has been filed by any party.

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Fishers, Hamilton County,

Indiana as follows:

Section 1. The Council hereby determines the following:

a. vacation of the proposed Vacation Area will not hinder the growth of orderly developed of the unit or neighborhood in which the Vacation Area is located or to which the Vacation Area is contiguous; and
b. vacating the proposed Vacation Area does not make access to the lands of any person by means of public way difficult or inconvenient; and vacating the proposed Vacation Area does not hinder the public access to a church, school, or other public building or place.

Section 2. The Vacation Area is hereby vacated.

Section 3. This ordinance shall be in full force and effect June 17, 2024, provided by Indiana Law.

Section 4. This Ordinance shall be recorded in the Office of the Hamilton County, Indiana Recorder.

ORDINANCE NO. 052024D

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this __ day of _____ 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____day of _____ , at _____ .

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

_____ _____

Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____

Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038
"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

Exhibit A

Legal Description of Vacation Area

KIMBERLIN'S ADDTION TO THE TOWN OF FISHERS STATION

Deed Book 32, Page 276

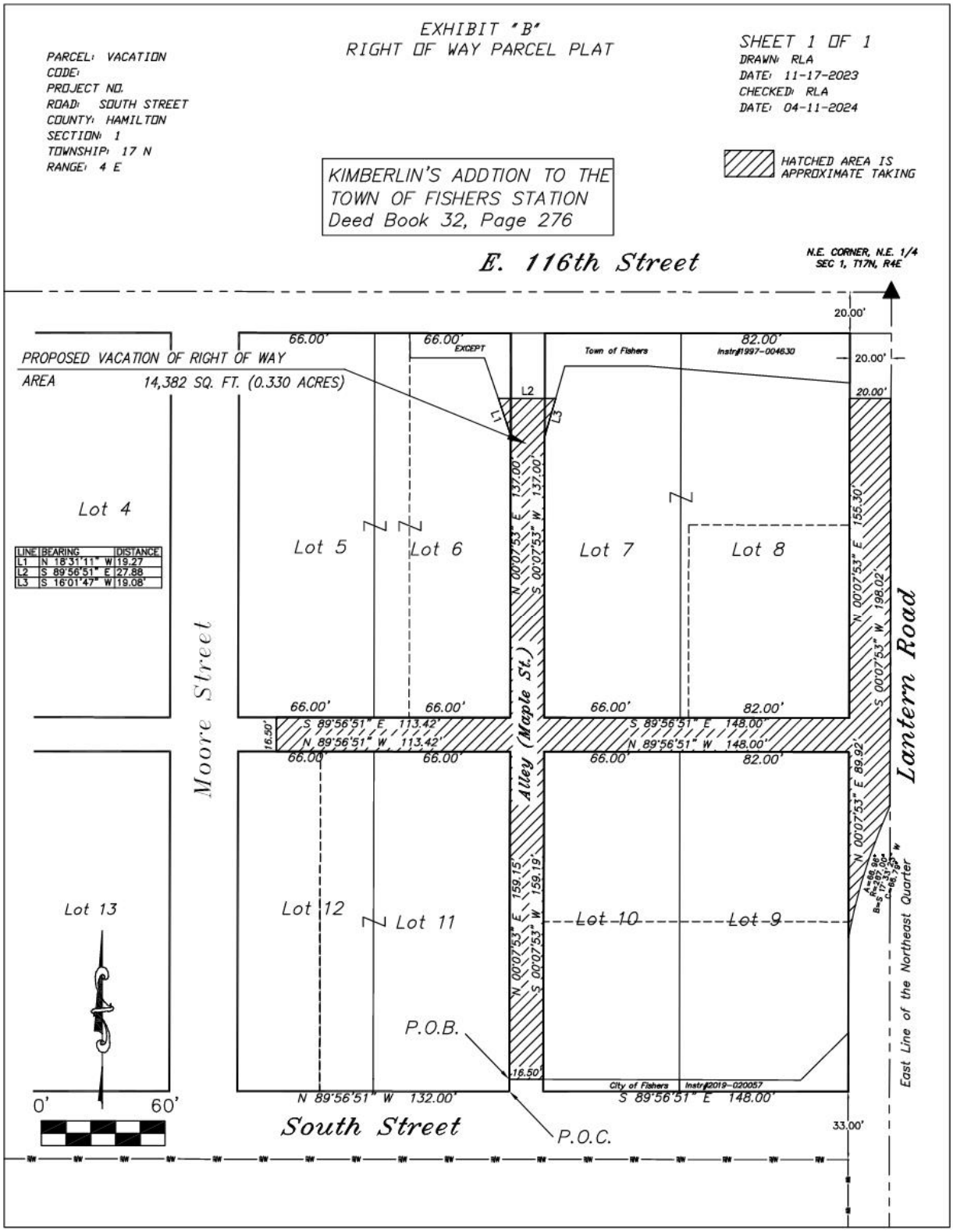
Part of Kimberlin's Addition to the Town of Fishers Station, Indiana, as per plat thereof recorded in Deed Record 32, Pages 276, in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Commencing at the Southeast Corner of Lot 11 in Kimberlin's Addition to the Town of Fishers Station; thence North 00 degrees 07 minutes 53 seconds East, (State Plane Bearing, Indiana East Zone) along the East Line 5.85 feet to the POINT OF BEGINNING of this description; thence continue North 00 degrees 07 minutes 53 seconds East, along the East Line 159.15 feet to the Northeast corner; thence North 89 degrees 56 minutes 51 seconds West, along the North line and the prolongation thereof, 113.42 feet; thence North 00 degrees 07 minutes 53 seconds East, 16.50 feet, to the South line of Lot 5; thence South 89 degrees 56 minutes 51 seconds East along said South line and the prolongation thereof 113.42 feet to the Southeast corner of Lot 6; thence North 00 degrees 07 minutes 53 seconds East, along the East line 137.00 feet to the Southeast corner of the "EXCEPT" in Lot 6 in Instrument No. 2022-033398 (in said office); thence North 18 degrees 31 minutes 11 seconds West along said Except, 19.27 feet; thence South 89 degrees 56 minutes 51 seconds East 27.88 feet to the a point on the Southwesterly Line of "ALSO" in Instrument No. 1997-004630 (in said office); thence South 16 degrees 01 minutes 47 seconds West, along said ALSO, 19.08 feet to the Southwest corner thereof, and the West Line of aforesaid Lot 7; thence South 00 degrees 07 minutes 53 seconds West, along said West line 137.00 feet to the Southwest corner; thence South 89 degrees 56 minutes 51 seconds East, along the South line and the prolongation thereof 148.00 feet to the Southeast corner of Lot 8; thence North 00 degrees 07 minutes 53 seconds East 155.30 feet; thence South 89 degrees 56 minutes 51 seconds East 20.00 feet to the East Line of the Northeast Quarter of Section 1, Township 17 North, Range 4 East; thence South 00 degrees 07 minutes 53 seconds West, along said east line 198.02 feet to a non-tangent curve to the left, having a radius of 267.00 feet, and concave southeasterly; thence along said curve, 66.96 feet, subtended by a Chord Bearing of South 17 degrees 33 minutes 23 seconds West, 66.79 feet to the East line of Lot 9 in said Addition; thence North 00 degrees 07 minutes 53 seconds East, along said East line 89.92 feet to the Northeast corner of said Lot 9; thence North 89 degrees 56 minutes 51 seconds West, along the North line and the prolongation thereof 148.00 feet to the Northwest corner of Lot 10; thence South 00 degrees 07 minutes 53 seconds West, along the West line 159.19 feet; thence North 89 degrees 56 minutes 51 seconds West 16.50 feet to the point of beginning, containing 14,382 square feet, 0.330 acres, more or less.

The purpose of this description is to describe the existing platted right-of-way in said addition, East of Moore Street, North of South Street, and South of East 116th Street, (that has not been previously vacated), for the intent of the vacation said right-of-way.

Exhibit A

Graphic Depiction of Vacation Area



Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Request to approve the right-of-way vacation of Moore Lane, between Lantern Road and Moore Street; Maple Street, between 116th Street and South Street; and Old Lantern Rd within Kimberlin's Addition subdivision, for the CityView development.			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 052024D		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☐ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	Consideration of a right-of-way vacation, for the development of a residential and commercial mixed-use project project commonly known as CityView. (Parcel ID: 15-14-01-02-01-010.000, 15-14-01-02-01-011.000, 15-14-01-02-01-012.000, 15-14-01-02-01-013.000, 15-14-01-02-01-014.000, 15-15-06-01-01-001.000, 15-14-01-02-01-015.000, 15-14-01-0201016000, 15-14-01-02-01-019.000, 15-14-01-02-01-020.000) (VAC-24-4) Final Reading at City Council scheduled for June 17, 2024.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Hold First Reading
	2.	Continue
	3.	Take no action
	4.	

PROJECT TIMELINE	May 20, 2024 - 1st Reading at City Council June 17, 2024 - Final Reading at City Council
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends holding First Reading.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft ordinance

Form Revised: 03/20/2019

RESOLUTION NO. R052024G

A RESOLUTION APPROVING A CERTAIN COMMERICAL CHANGE OF USE IN THE CITY OF FISHERS, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) Unified Development Ordinance ("UDO") requires City Council ("Council") action on Commercial Change of Uses for tenant spaces with a floor area of 25,000 square feet;

WHEREAS, Section 10.2.6. Change of Tenant - Large Square Tenant Spaces of the UDO states this requires more scrutiny and review because of potentially adverse impacts upon the immediate neighborhood and the community;

WHEREAS, Council shall review a Change of Tenant and its characteristics and impacts to determine its suitability in each location for the Zoning District in which the Commercial or Public and Institutional use is permitted;

WHEREAS, the determination of whether the Change of Tenant is approved shall be contingent upon (i) the Change of Tenant meeting the standards of the UDO and those standards as set forth in this Section; and, (ii) the Council weighing, in each case, the public need and benefit against the local impact, giving effect to the proposals of the Applicant for ameliorating adverse impacts through special site planning and development techniques and contributions to the provisions of public improvements, sites, right-of-way, and services; and

WHEREAS, New City Development ("Developer") submitted a Commercial Change of Use Permit application, CUP-24-2, for a redevelopment that will be a 100% indoor recreation use that will feature state-of-the-art facilities to combine scheduling, social connectivity, and vision AI to deliver a unique pickleball recreational experience.

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

Section One: The Council adopts the Petitioner Packet found within Exhibit C, attached hereto and incorporated herein.

Section Two: This Resolution shall be in full force and effect from the date of passage by the Common Council and its publication, as provided by law. All provisions or parts thereof in conflict herewith are hereby repealed.

SO RESOLVED by the Common Council of the City of Fishers, Indiana, on this 20th day of May 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 20__, at _____ ____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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

<u>Exhibit A</u>
Legal Description of Real Estate

Lot 5 in Marsh Brookschool Subdivision. Lots 1, 2, 4 and 5, Secondary Plat. A subdivision in Hamilton County, Indiana as per plat thereof recorded August 7, 2002 in Pat Cabinet 3, Slide 23 as Instrument No. 2002000056054 and corrected by Scrivener's Error recorded December 6, 2002 as Instrument No. 200200094671, and by Affidavit of Plat Correction recorded December 5, 2024 as Instrument No. 2014054813 in the Office of the Recorder of Hamilton County, Indiana.

12520 E 116th Street Fishers, IN 46037
119-11-34-00-21-004.000

<u>Exhibit B</u>
Graphic Depiction of Real Estate

12520 E 116th Street Fishers, IN 46037
119-11-34-00-21-004.000

EXHIBIT C

Petitioner Packet

Statement of Design Intent – Marsh Renovation

The intent of the Fishers Marsh Renovation on 116th street is to reuse and repurpose a vacant grocery store to create a recreational facility that will enhance the community, as well as provide more resources to the residents and visitors of Fishers. A strong design goal was to make the grocery store origins unrecognizable in the new facility.

About one half of the building is being left "as is." This allows the south and east façade to really stand out as the main façades as seen from 116th street. The street facing façade will be refinished with white brick and have a main entrance projection which is clad in black corrugated metal panels. The entrance has a small storefront of glazing to separate the entrance from the projection. The simplicity of the black and white helps the brand signage colors (red and blue) and red accent fins to stand out and create a unique visual from 116th street. New thin, vertical windows will be placed on the south façade to allow daylighting into the office space. Opposite of the office space (west) on the same façade, smaller vertical windows have been placed to daylight the main lounge for recreational guests. The simple and modern character will enhance the old Marsh into a completely new facility for the city.

The east façade is painted a dark gray color to tie the south and east facades together. The east and south are the most prominent facades in context with the viewshed of 116th street traffic.

Overall, the project is intended to enhance the architectural character in its urban context and provide a visually appealing addition to the city as well as create a new resource for the residents/visitors to use. See below for material percentages for the renovation of the south façade.

Material Percentages:

Front/South Façade:

Glazing – 6%

Brick – 43%

Stone – 1%

Metal – 50%

CSO

Marsh Renovation

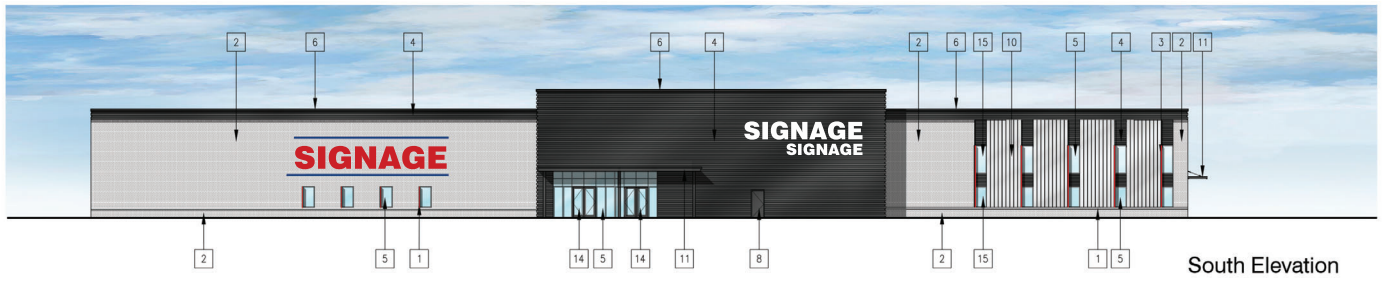
Fishers, IN | 01 May 2024

2023095

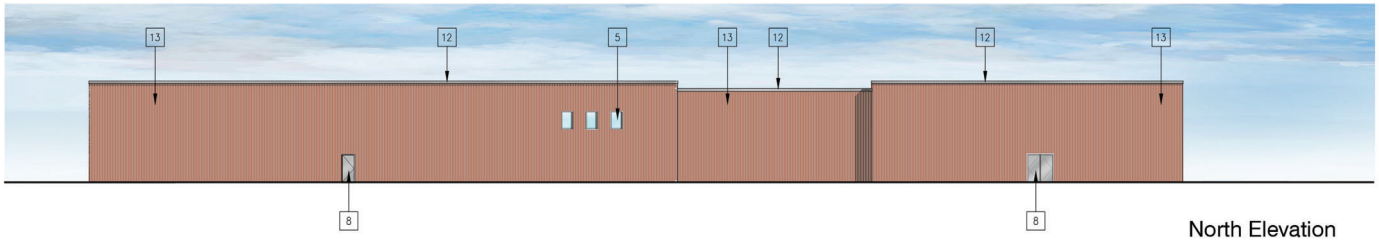
View From 116th St.

West View

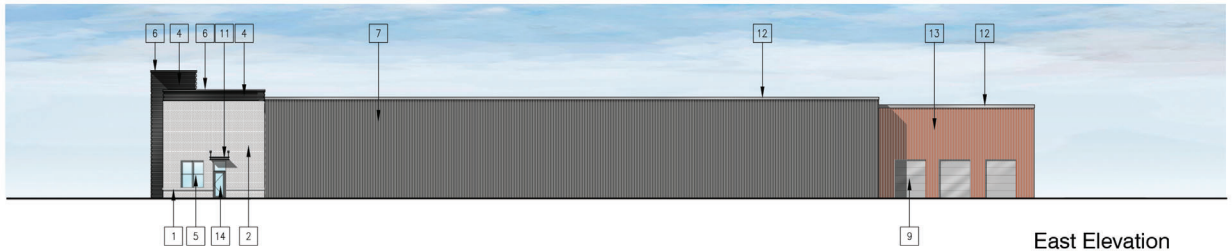
View From East Entrance



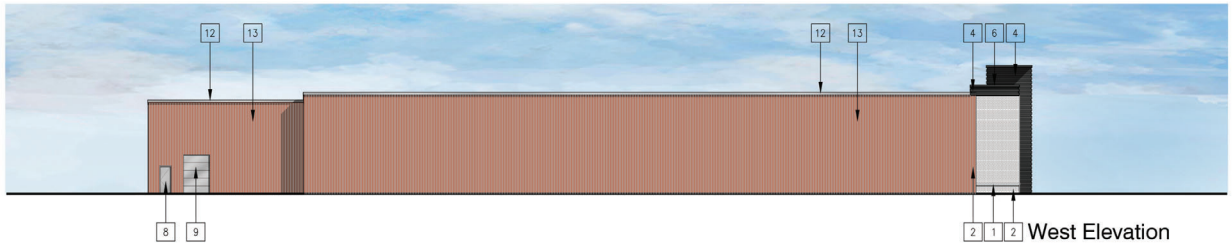
South Elevation



North Elevation



East Elevation



West Elevation

MATERIALS KEY:

1 New/Existing Limestone/Cast-Stone Masonry Veneer
2 New/Existing Brick Masonry Veneer (Painted White)
3 Pre-Manufactured Aluminum Vertical Sun Shades (Red)
4 Corrugated Aluminum Panels (Prefinished Black)
5 Aluminum Storefront System with Clear Low-E Insulated Glass (Prefinished Black Framing)
6 Aluminum Coping (Prefinished Black)
7 Existing Precast Concrete Panel, Painted Iron Ore SW 7039
8 Insulated, Painted Hollow Metal Door and Frame
9 Existing Overhead Sectional Door
10 Vertical Aluminum Metal Panel (Silver/Gray)
11 Pre-Manufactured Aluminum Canopy (Prefinished Black)
12 Existing Coping
13 Existing Red Precast Concrete Panel
14 Aluminum Storefront Door (Prefinished Black)
15 Aluminum Storefront System with Spandrel Insulated Glass (Prefinished Black Framing)

Elevations

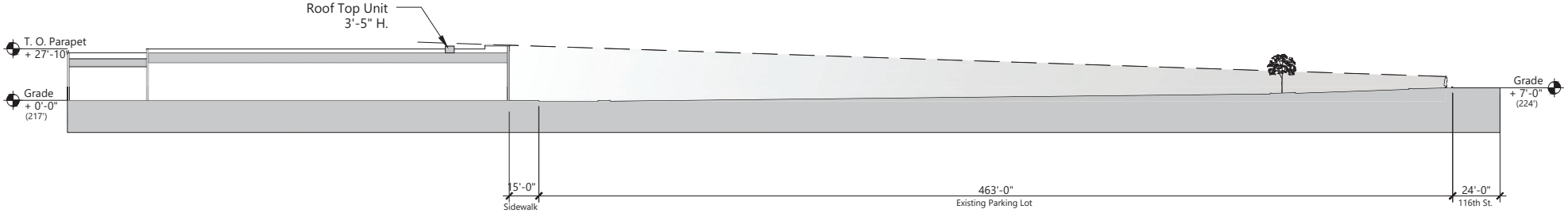
0' 16' 32' 64'

CSO

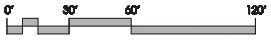
Marsh Renovation

Fishers, IN | 01 May 2024

2023095



Schematic Sightline



CSO

Marsh Renovation

Fishers, IN | 01 May 2024

2023095

Council Action Form

MEETING DATE	May 20, 2024			
TITLE	Request to approve a Commerical Change of Use for the previous 57,800 SF Marsh Grocery, for a unique pickleball indoor recreation use, at the common address 12520 E 116th Street			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #:		Resolution #: R052024G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	Section 10.2.26. Change of Tenant Large Scale Tenant Spaces of the Unified Development Ordinance requires City Council action on tenant spaces with a floor area of 25,000 SF or great. This Change of Tenant requires more scrunity and review because of the potentially adverse impacts upon the immediate neighborhood and the community. The proposed redelopment of the Marsh Grocery, located at 12520 E 116th Street. This redevelopment will be "a 100% indoor recreation use that will feature state-of-the-art facilities to combine scheduling, social connectivity, and vision AI to deliver a unique pickleball recreational experience."

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Hold Final Reading
	2.	Continue
	3.	Take no action
	4.	

PROJECT TIMELINE	May 20, 2024 - City Council Final Reading
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold Final Reading and approve the resolution for the Commerical Change of Use for the indoor recreation use (CUP-24-).
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Petitioner Packet

Form Revised: 03/20/2019

Form Name:	Public Meeting Comment Form
Submission Time:	May 4, 2024 7:38 pm
Browser:	Mobile Safari 17.4.1 / iOS
IP Address:	71.46.91.151
Unique ID:	1222146008
Location:	39.9714, -86.1295

Name	Sylvia Bieghler
Address	16086 Tuscany Ct. Fishers, IN 46037
Email	Psplum921@gmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	May 20, 2023
Project Name/Resolution Number	New Meijer Store
Comment	I am very much in favor of the proposed Meijer Store at Cyntheanne & Southeastern Parkway. It will be great to have easy access to groceries via golf cart or bicycle!
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	May 14, 2024 9:21 pm
Browser:	Chrome Mobile 124.0.0.0 / Android
IP Address:	71.46.93.249
Unique ID:	1225529887
Location:	39.9714, -86.1295

Name	Matthew Kiley
Address	11977 Springtide Ln Fishers, IN 46037
Email	matthewkiley1@gmail.com
Subdivision or business name	Whelchel Springs
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	May 20, 2024
Project Name/Resolution Number	Meijer Grocery
Comment	Hello, As a resident of Whelchel Springs, I am concerned about the impact of a new Meijer so close to our neighborhood and our schools. The roads are insufficient to support the additional traffic, the nearby elementary and intermediate schools would be harder to access, and the impact to our house values is not something myself or neighbors support. These types of projects are a better fit in existing buildings like vacant Marsh buildings, or the upcoming vacant Kroger building at 116th and Allisonville. Please do not allow this construction to proceed.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	May 16, 2024 1:03 pm
Browser:	Mobile Safari / iOS
IP Address:	71.46.91.192
Unique ID:	1226159594
Location:	39.9714, -86.1295

Name	John Bush
Address	15345 Corona Ct Fishers, IN 46037
Email	fjwbush@gmail.com
Subdivision or business name	Whelchel Springs
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	May 20, 2024
Project Name/Resolution Number	Meijer Grocery
Comment	The proposed Meijer store will cause traffic, noise and light pollution to Whelchel Springs residents. Traffic is already heavy on Florida Rd and Cyntheanne and this will make it worse.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	May 16, 2024 6:59 pm
Browser:	Chrome Mobile 121.0.0.0 / Android
IP Address:	172.56.249.183
Unique ID:	1226299500
Location:	39.711, -86.2591

Name	Robert Thompson
Address	16147 Oliver St Fishers , IN 46037
Email	golferbob16@gmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety City Council Plat Committee Redevelopment Authority Redevelopment Commission Technical Advisory Committee Town Hall Building Corporation
Meeting Date	May 20, 2024
Project Name/Resolution Number	Meijer
Comment	This area does not need another grocery store with over 10 groceries within a 30 minute drive. Already this area has has grown way too much to support the existing infrastructure. The corner of Southeastern and Cynthanne rd cannot handle such an increase in traffic. A better location would be the parcels just north of 136th and Cyntheanne rd.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	May 16, 2024 11:46 pm
Browser:	Mobile Safari 17.4.1 / iOS
IP Address:	71.46.89.203
Unique ID:	1226362110
Location:	39.9714, -86.1295

Name	Etta Lazaros
Address	16020 Malbec st Fishers, IN 46037
Email	ettaroselazaros@Yahoo.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	May 20, 2024
Project Name/Resolution Number	052024 b
Comment	I'm in favor of Meiers on Southeastern. Most of the land that was set aside for commercial development has been instead, used for housing in this area. This area needs amenities . Some oppose it due to traffic concerns. I think we are past that point. The horrible traffic we have is from the endless housing developments Now we need commercial development to provide for that housing.

Form Name:	Public Meeting Comment Form
Submission Time:	May 17, 2024 6:58 am
Browser:	Mobile Safari 17.4.1 / iOS
IP Address:	47.231.163.137
Unique ID:	1226422313
Location:	39.7764, -86.1077

Name	Mary Perkins
Address	15956 Dolcetto Dr Fishers, IN 46037
Email	mperk2000@yahoo.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	May 20, 2024
Project Name/Resolution Number	19
Comment	I just want to express my support for the Meijer store proposal. I'm really excited to see their presence so near our community. Love their store and won't miss the long trip to Noblesville!
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	May 20, 2024 10:34 am
Browser:	Safari 17.4.1 / OS X
IP Address:	71.46.88.225
Unique ID:	1227309716
Location:	39.9714, -86.1295

Name	Susan Brecht
Address	15530 Whelchel Drive Fishers, IN 46037
Email	susan.brecht@gmail.com
Subdivision or business name	Whelchel Springs
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	May 20, 2024
Project Name/Resolution Number	Meijer Grocery/Fall Creek Marketplace PUD Ordinance #050106A
Comment	I fully support putting a grocery store at the corner of Southeastern Parkway and Cyntheanne Road. The area already needs more options for grocery shopping, and the continued growth will make it even more necessary in the near future. Even though my property backs up to Southeastern, I believe that the convenience of this store will outweigh any additional traffic or noise issues that it creates. I have anticipated commercial development at this intersection since purchasing my home in 2020 and look forward to having this added benefit in my community.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	May 20, 2024 11:08 am
Browser:	Chrome 124.0.0.0 / Windows
IP Address:	50.195.222.25
Unique ID:	1227323188
Location:	39.8704, -86.2166

Name	Brian Wayman
Address	11953 Springtide Lane Fishers, IN 46037
Email	BWAYMAN@C21SCHEETZ.COM
Subdivision or business name	Whelchel Springs & Century 21 Scheetz
Please select the meeting to which you would like to submit a public comment	Board of Zoning Appeals - Fall Creek Board of Zoning Appeals - Fishers City Council
Meeting Date	May 20, 2024
Project Name/Resolution Number	Meijer Rezoning Build Proposal
Comment	Hello, My name is Brian Wayman, I am a Realtor with Century 21 Scheetz. I think there are much better uses for this space. First and foremost, there are only 1 lane roads that lead to this site. I've looked all of the city and I haven't been able to find one grocery store of this size that only has 2 - one lane roads that lead traffic to this store. The traffic is already an issue for the 2, over populated schools. -1st better option: a true intermediate school. -2nd better option: a smaller neighborhood grocery or something like the Niemann Harvest like they have in Carmel. I think a smaller store with more green spaces and/or a neighborhood water pad/playground with a pavilion for parties. -3rd option: a daycare and smaller business center for local businesses. i.e. Ice cream shop so neighbors could walk to from their homes. -4th option: Leo's market & gas station
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	March 25, 2024 11:37 am
Browser:	Chrome 120.0.0.0 / OS X
IP Address:	152.117.79.74
Unique ID:	1208336999
Location:	39.968, -86.0853

Name	Angie Hui
Address	12617 Valhalla Lane Fishers, IN 46037
Email	angelina1023@hotmail.com
Subdivision or business name	Grey Eagle
Please select the meeting to which you would like to submit a public comment	City Council Parks Advisory Committee Plan Commission Meeting Planned Unit Development Committee Meeting Redevelopment Authority Redevelopment Commission
Meeting Date	Apr 10, 2024
Project Name/Resolution Number	Fishers Community Center

Comment

I saw recently in one of your videos about the Fishers Community Center that you are not planning on using the entire 90-acre plot for the community center. I have to say I was very disappointed with this. I was hoping that the land around the building could be used to create a Botanical Garden.
I imagine paved pathways winding through beautiful displays of flowers and nature at its best, shaded throughout by Cherry Blossom trees. With multiple benches and tables tucked under pergolas covered in vines where you can sit and chat with a friend in a location of beauty that feeds the sole. I imagine a gazebo in the middle of a pond full of lily pads where engagement photos can be taken, or high school graduation photos, or school dance photos. I imagine a glassed-in botanical garden that can offer the uplifting power of natural beauty during the cold grey months of winter. I imagine art and fountains on display throughout and a community garden full of mixed berries, sweet peas, and other foods you can pick from the vine and snack on as you wonder. Or you could pluck an apple or pear from a tree in the orchard when there ripe. I imagine kids playing outdoor checkers with their parents on stone tables while the younger ones chase butterflies through the flowers. I imagine a park unlike any other offered in the city or even in Hamilton County.
I believe that not utilizing the grounds around the community center for a grand botanical garden Central Park would be a huge lost opportunity. I worry the city of Fishers will be too quick to fill that space with houses or retail for the money and overlook the value of giving the community a true gem to enrich their lives. I worry that much like the Geist Reservoir, which was made almost entirely private due to housing development we missed an opportunity to give Fishers residence sufficient benefit from such an incredible resource. I would have loved to have seen a trail that could circumvent the whole lake. With a paved path through the woods. If we had filled even just the first acre of land of the lake's shores with forest and trials it would have not only given fishers residence much-needed access to an amenity special to our city but would have also kept the water clear. As of now, it is barely un-polluted enough to be in at all. The Geist reservoir also should have had a boardwalk and a pier distinguishing Fishers with community features that no other city in Hamilton County could offer. But we chose to build houses instead and now the opportunity is lost and I don't want to see Fishers lose another one by undervaluing what the land around the community center could be for the community.
I understand fishers need money so that they can continue to grow and add all of the wonderful amenities they have planned for this great city. But I do think Fishers and Indiana in general do tend to undervalue their natural resources and underestimate the importance of beautiful places. Nature is clinically proven to increase health and decrease depression and anxiety so finding ways to not just be outside but glory in the beauty that well-respected nature can offer will lift and edify the sole.
A botanical garden at the community center would allow this access to nature in a way that is more accessible to the elderly, the disabled, and parents with babies in strollers. In addition, it would allow us to offer something that is not currently being offered at the Monnon Community Center in Carmel where many of my Fishers friends and residences have

memberships. In addition to Monnon's excellent facilities, they also offer a river walk, a trail through the forest, a playground, and a water park all attached to their community center. So for us to not offer anything attached to ours would be a colossal lost opportunity. And I would implore you to please do what you can to create this beautiful space for me, you, and all the residents of Fishers.
Thank you.

Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	March 26, 2024 3:21 pm
Browser:	Mobile Safari 16.4 / iOS
IP Address:	174.194.11.198
Unique ID:	1208856130
Location:	39.6804, -86.1306

Name	Kevin Bell
Address	12375 Castlestone Dr Fishers, IN 46037
Email	kbell1213@yahoo.com
Subdivision or business name	Sandstone
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 15, 2024
Project Name/Resolution Number	Traffic at promise road and 126th
Comment	Please open discussion about traffic that is stopped for several minutes to allow ALL cars from the school to leave. Once again, I will be late for an appointment because we had to sit idly by while traffic is stopped . Why can't they let cars out in waves and still allow traffic to proceed every so often? This is not considerate of the needs of all Fishers residents, only of the ones who have kids at that school. How many people have to arrive late to their destinations (or people who need the bathroom) to cater to the HS crowd? I can't even plan my route around it because I've seen it happen at 330, 140, 220. These are public roads and the public should be allowed to use them unhindered.

Form Name:	Public Meeting Comment Form
Submission Time:	April 15, 2024 1:07 am
Browser:	Chrome 123.0.0.0 / Windows
IP Address:	67.38.20.153
Unique ID:	1215068813
Location:	40.0565, -86.0159

Name	Matthew Branz
Address	9446 Ashlake Lane Fishers, IN 46038
Email	mbranz19@gmail.com
Subdivision or business name	N/A
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 15, 2024
Project Name/Resolution Number	Ordinance 031824A - Amending the Code of Ordinances to add Chapter 132 (Loitering)

Comment

The council should not have rushed to approve the proposed loitering ordinance at the previous meeting. Hastily combining the worst part of Carmel's loitering ordinance with half of Indianapolis's ordinance while quintupling the fine is not a satisfactory solution to the issue of nuisance car-enthusiast gatherings. The resulting mess purports to grant the police a ridiculous amount of power on private property and allows excessive fines for committing trivial nuisances while leaving little room for the accused to defend themselves.

Subsection 132.10(c), which was mislabeled as a duplicate subsection (b), makes it unlawful to remain in a privately owned parking location after being ordered to leave by a police officer. Surprisingly, it doesn't require that person to have done something wrong before police can order them to leave. The council should not have let a drafting mistake like this slip through. Subsection (c) should be deleted as unnecessary, or at the very least amended to require a predicate unlawful act before a person can be ordered to leave.

I don't think there's any good reason to make it unlawful to "enter" a parking location as this ordinance does. Police do not need the power to preemptively stop, interrogate, and ticket people who haven't even begun to loiter based on a belief that they "would create or cause to be created" a nuisance. Police cannot become gatekeepers to private property without the owner's consent. The ordinance should stick to prohibiting actual loitering that constitutes a nuisance.

Subsections (a) and (b) are similar to Indianapolis's loitering prohibition, but the right of the accused person to be given the opportunity to dispel the law enforcement officer's concerns and to argue the same in court has been stripped out. This is particularly a concern because subdivisions (b)(3) (obstruction of free normal flow of vehicular traffic) and (b)(5) (obstruction of patrons) have nothing to do with safety and are vague enough to encompass petty nuisances on private property that are hardly of public concern. A $250 fine in such a situation would be grossly out of proportion compared to the $20 fine for obstructing an intersection, crosswalk, or fire hydrant on public roads. And an accused person should at the very least be given the opportunity to justify to the court that their obstruction of traffic or patrons was reasonable.

If the council had approached the issue by defining unauthorized gatherings in parking locations, "special events" lacking a permit, or something like that, a $250 fine might have made sense. Slapping a $250 fine on an incompletely thought-out patchwork of unlawful individual behavior does not make much sense. The council should take more care when drafting and considering penal ordinances to ensure that the plain text of the law only prohibits conduct which is inherently wrong and deserving of the fine imposed.

Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	April 15, 2024 11:17 am
Browser:	Chrome Mobile 123.0.0.0 / Android
IP Address:	174.224.159.213
Unique ID:	1215202130
Location:	35.1841, -89.8588

Name	Linda Clark
Address	804 South Rosser Forrest city Arkansas 72335 Forrest city , AR 72335
Email	lc3172727@gmail.com
Subdivision or business name	Department of transportation
Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety Board of Zoning Appeals - Fall Creek Board of Zoning Appeals - Fishers City Council Finance Committee Fishers Advisory Committee on Disability Fishers Armed Services Commission Fishers Board of Health Nickel Plate Review Committee Parks Advisory Committee Plan Commission Meeting Planned Unit Development Committee Meeting Plat Committee Redevelopment Authority Redevelopment Commission Technical Advisory Committee Town Hall Building Corporation
Meeting Date	Apr 15, 2024
Project Name/Resolution Number	8703172727
Comment	Blessed is he who comes in the name of the Lord .Serving the people's greater needs in our community also educational programs and activities for our youth
Would you like to receive email communications and updates from the City of Fishers?	Yes