



## CITY OF FISHERS AGENDA

**BOARD/COMMISSION: Finance Committee**

**DATE: 9/10/2025 at 5:00 PM**

**ADDRESS: Fishers Municipal Center, 3rd Floor, Nickel Plate Conference Room,  
1 Municipal Drive, Fishers, IN 46038**

Members of the public are encouraged to [submit comments to the board via this form](#) before 12 p.m. on the day of the meeting.

See the list of board members at [FishersIN.gov/Finance](https://fishersin.gov/Finance).

### 1. Meeting Called to Order

### 2. Announcements

### 3. Consent Agenda

- a. Request to review the previous meeting memoranda

#### I. Minutes for **July 16, 2025**

- b. **R091525** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds: Council Action Form | Resolution | Exhibit A

### 4. Resolution

- a. **R091525A** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Continuing Education Funds to the City of Fishers Municipal Budget: Council Action Form | Resolution | Exhibit A | Exhibit A
- b. **R091525B** - A Resolution of the Common Council of the City of Fishers, Indiana Approving an amendment to Lease Between the Fishers Redevelopment Authority and

the Fishers Redevelopment Commission with Respect to the Refunding of Certain Bond Anticipation Notes and Various Projects and Addressing Matters Related Thereto: Council Action Form | Resolution | Exhibit A | Exhibit A

**5. Ordinances**

- a. **091525 - 2026 Budget Ordinance 1st Reading, Public Hearing:** Council Action Form

**6. Regular Items - Any other Unfinished / New Business**

**7. Regular Items - Meeting Adjournment**



## CITY OF FISHERS AGENDA

- **BOARD/COMMISSION: City of Fishers Finance Committee**

**DATE: 7/16/2025**

**DIRECTIONS: Fishers Municipal Center: Nickel Plate Conference Room, 1 Municipal Drive, Fishers, IN 46038**

### **FINANCE COMMITTEE MEETING, 5:00 P.M., 3RD FLOOR, NICKEL PLATE CONFERENCE ROOM**

#### **1. Meeting Called to Order**

- Chairman John Weingardt called the meeting to order at 5:03 p.m. Present were John DeLucia, Todd Zimmerman, and Bill Stuart. Other present were Deputy Mayor Elliott Hultgren, Lisa Bradford and Ami Webb.

#### **2. Announcements**

- None

#### **3. Consent Agenda**

##### **a. Request to review the previous meeting memoranda:**

##### **I. Minutes for June 11, 2025**

- John Delicia made a motion to approve the minutes from the June 11, 2025 Finance Committee Meeting. Bill Surart seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

##### **b. R072125 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:**

- Todd Zimmerman made a motion to send resolution **R072125** to the full council for approval. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

#### **4. RESOLUTIONS:**

##### **a. R072125A - 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 Fishers Community Center Project, Establishing a Fund For Proceeds Received From the Sale of Real Estate to the Fishers Redevelopment Authority and Making an Appropriation From Such Fund, and Addressing Matters Related Thereto:**

- Todd Zimmerman made a motion to send resolution **R072125A** to the full council for approval. Bill Syuart seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

##### **b. R072125B - A Resolution of the Common Council of the City of Fishers, Indiana Approving the Use of Surplus Bond Proceeds and Addressing Matters Related Thereto:**

- John DeLucia made a motion to send resolution **R072125B** to the full council for approval. Bill Stuart seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.



## CITY OF FISHERS AGENDA

### 5. ORDINANCES:

**061625C** - 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 2025B (Gray Eagle Golf Course Project) and the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2025C (Gray Eagle Multi-Family Project) and Authorizing and Approving Other Actions in Respect Thereto: Council Action Form | Resolution | Exhibit A | Exhibit B | Exhibit C | Exhibit D

- Bill Stuart made a motion to send Ordinance **061625C** to the full council for approval. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

### Regular Items

#### 6. Update – Trash Billing

- NONE

#### 7. 2026 Budget Timeline Discussion

- Possible Meeting Schedule:  
8/12/2025, 5p.m. - Judge Henke will present the court budget.  
8/20/2025, 8:30 a.m. – High budget discussion  
8/27/2025, 8:30 a.m. – Department Head budget discussions  
9/15/2025 – 1<sup>st</sup> Reading 2026 Budget

#### 8. Any other Unfinished / New Business

- The audit was extended for two weeks. 7/31/2025

#### 9. Meeting Adjournment

- Todd Zimmerman made a motion to adjourn the meeting. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
- The meeting was adjourned at 5:44 p.m.

Respectfully submitted,

  
Ami Webb

**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  
John P. DeLucia, Committee Member  
Bill Stuart, Committee Member  
Todd Zimmerman, Committee Member

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**Meeting Date: 7/16/2025**

**RESOLUTIONS**

**1. R072125 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.**

- Passage
- Non-Passage
- Amendment
- No Recommendation

**2. R072125A - 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 Fishers Community Center Project, Establishing a Fund For Proceeds Received From the Sale of Real Estate to the Fishers Redevelopment Authority and Making an Appropriation From Such Fund, and Addressing Matters Related Thereto.**

- Passage
- Non-Passage
- Amendment
- No Recommendation

**3. R072125B - A Resolution of the Common Council of the City of Fishers, Indiana Approving the Use of Surplus Bond Proceeds and Addressing Matters Related Thereto**

- Passage
- Non-Passage
- Amendment
- No Recommendation

**ORDINANCES**

**4. 061625C - 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 2025B (Gray Eagle Golf Course Project) and the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2025C (Gray Eagle Multi-Family Project) and Authorizing and Approving Other Actions in Respect Thereto.**

- Passage
- Non-Passage
- Amendment
- No Recommendation

ATTEST: Ami Webb  
Ami Webb, City of Fishers Paralegal

This instrument was prepared by: Lindsey M. Bennett, Corporation Council, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038



# Council Action Form

<b>MEETING DATE</b>	September 15, 2025		
<b>TITLE</b>	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories		
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller		
	Department:		
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
	<input type="checkbox"/> Executive		<input type="checkbox"/> Retreat
<b>AGENDA CLASSIFICATION</b>	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
<b>ORDINANCE/RESOLUTION</b> <small>(New ordinances or resolutions are assigned a new number)</small>	<input type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing
			<input type="checkbox"/> 3 <sup>rd</sup> Reading <input type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R091525
<b>CONTRACTS</b> <small>(Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)</small>	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item
	<input type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services
<b>HAMILTON COUNTY</b> <small>(Some documents need recorded by the City Clerk)</small>	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		

<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> Assistant/Deputy Department Head	<input checked="" type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input checked="" type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input checked="" type="checkbox"/> Other: Corresponding Department Heads
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>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”.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	See Exhibit A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	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.
<b>OPTIONS</b> (Include <i>Deny Approval</i> 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
<b>PROJECT TIMELINE</b>	All approved transfers will be transferred respectively immediately following approval.	
<b>STAFF RECOMMENDATION</b> (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.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Resolution 2. Exhibit A	



**RESOLUTION NO. R091525**

**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 15<sup>th</sup> day of September, 2025.

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

YAY		NAY	ABSTAIN
	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 2025 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 Council, 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

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	09	5	09/16/2025	PW WQ	R091525	BUA WQ Cap Eqp	1	1		
1	60609014	42200		Sewer - PW Water Quality	Operating Supplies		3,775,562.59	-67,220.33	3,708,342.26	
	6060.901.94.000.42200.				to Capital acct for equip purc 09/16/2025					
2	60609014	44500		Sewer - PW Water Quality	Machinery and Equipment		849,118.37	67,220.33	916,338.70	
	6060.901.94.000.44500.				to Capital acct for equip purc 09/16/2025					
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2025	9	5									
BUA	60609014-42200	09/16/2025	WQ Cap Eq	PW	WQ	R091525	Operating Supplies	T			67,220.33
							to Capital acct for equip purc				
BUA	60609014-44500	09/16/2025	WQ Cap Eq	PW	WQ	R091525	Machinery and Equipment	T	67,220.33		
							to Capital acct for equip purc				
							JOURNAL 2025/09/5				
							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 \*\*

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	09	8 09/16/2025	FCC S1	R091525	BUA FCC Supp	1	1			
1	27907051	41113		Community Center Fund - Admin FT Salaries			361,555.00	-45,000.00	316,555.00	
	2790.705.71.000.41113.			unused reallocated to '25 needs 09/16/2025						
2	27907051	42200		Community Center Fund - Admin Operating Supplies			16,000.00	5,000.00	21,000.00	
	2790.705.71.000.42200.			unused reallocated to '25 needs 09/16/2025						
3	27907055	42200		Community Ctr Fund Maintenance Operating Supplies			.00	30,000.00	30,000.00	
	2790.705.75.000.42200.			unused reallocated to '25 needs 09/16/2025						
4	27907058	42200		Community Ctr Fnd Youth/Family Operating Supplies			500.00	5,000.00	5,500.00	
	2790.705.78.000.42200.			unused reallocated to '25 needs 09/16/2025						
5	27907051	43300		Community Center Fund - Admin Printing And Advertising			15,000.00	5,000.00	20,000.00	
	2790.705.71.000.43300.			unused reallocated to '25 needs 09/16/2025						
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T	OB	DEBIT	CREDIT
2025	9	8	BUA	27907051-41113	09/16/2025	FCC Supp	FCC S1	R091525		FT Salaries		5			45,000.00
										unused reallocated to '25 needs					
2025	9	8	BUA	27907051-42200	09/16/2025	FCC Supp	FCC S1	R091525		Operating Supplies		5		5,000.00	
										unused reallocated to '25 needs					
2025	9	8	BUA	27907055-42200	09/16/2025	FCC Supp	FCC S1	R091525		Operating Supplies		5		30,000.00	
										unused reallocated to '25 needs					
2025	9	8	BUA	27907058-42200	09/16/2025	FCC Supp	FCC S1	R091525		Operating Supplies		5		5,000.00	
										unused reallocated to '25 needs					
2025	9	8	BUA	27907051-43300	09/16/2025	FCC Supp	FCC S1	R091525		Printing And Advertising		5		5,000.00	
										unused reallocated to '25 needs					
										JOURNAL 2025/09/8			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 \*\*

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	09	34	09/16/2025	PW PKS R091525	BUA PWPKS CAP	1	1			
1	10109013	43100		General Fund - PW Parks	Professional Services		817,012.50	-31,177.07	785,835.43	
	1010.901.93.000.43100.				Fund Capital improvements		09/16/2025			
2	10109013	44400		General Fund - PW Parks	Improve't Other than Buildings		253,088.00	31,177.07	284,265.07	
	1010.901.93.000.44400.				Fund Capital improvements		09/16/2025			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2025	9	34								
BUA	10109013-43100	09/16/2025	PWPKS CAP	PW	PKS	R091525	Professional Services	5		31,177.07
							Fund Capital improvements			
BUA	10109013-44400	09/16/2025	PWPKS CAP	PW	PKS	R091525	Improve't Other than Buildings	5	31,177.07	
							Fund Capital improvements			
							JOURNAL 2025/09/34	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 \*\*

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	09	84	09/16/2025	DPW BG R091525	BUA PWBldCap	1	1			
1	10109012	43100		General Fund - PW Buildings	Professional Services		3,331,870.92	-41,282.45	3,290,588.47	
	1010.901.92.000.43100.				Captl bldg improFS97 DOAS	Proj 09/16/2025				
2	10109012	44400		General Fund - PW Buildings	Improve't Other than Buildings		598,916.00	41,282.45	640,198.45	
	1010.901.92.000.44400.				Captl bldg improFS97 DOAS	Proj 09/16/2025				
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2025	9	84								
BUA	10109012-43100	09/16/2025	PWBldCap	DPW	BG	R091525	T Professional Services	5		41,282.45
BUA	10109012-44400	09/16/2025	PWBldCap	DPW	BG	R091525	T Captl bldg improFS97 DOAS Proj		41,282.45	
							T Improve't Other than Buildings	5		
							T Captl bldg improFS97 DOAS Proj			
JOURNAL 2025/09/84							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 \*\*

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	09	193 09/16/2025	FD	R091525	BUA FD hoseFur	1	1			
1	10105013	42200		General Fund - Logistics	Operating Supplies		231,920.00	-6,275.00	225,645.00	
	1010.501.53.000.42200.				Hose incr, replce aged furnitur	09/16/2025				
2	10105010	44500		General Fund - Fire	Machinery and Equipment		127,753.49	6,275.00	134,028.49	
	1010.501.00.000.44500.				Hose incr, replce aged furnitur	09/16/2025				
3	10105011	43100		General Fund - Fire Admin	Professional Services		224,651.15	-10,000.00	214,651.15	
	1010.501.51.000.43100.				Hose incr, replce aged furnitur	09/16/2025				
4	10105011	42200		General Fund - Fire Admin	Operating Supplies		71,361.49	10,000.00	81,361.49	
	1010.501.51.000.42200.				Hose incr, replce aged furnitur	09/16/2025				
** 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	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	9	193												
BUA	10105013-42200	09/16/2025	FD	hoseFur	FD		R091525			Operating Supplies	T			6,275.00
										Hose incr, replce aged furnitur				
BUA	10105010-44500	09/16/2025	FD	hoseFur	FD		R091525			Machinery and Equipment	T		6,275.00	
										Hose incr, replce aged furnitur				
BUA	10105011-43100	09/16/2025	FD	hoseFur	FD		R091525			Professional Services	T			10,000.00
										Hose incr, replce aged furnitur				
BUA	10105011-42200	09/16/2025	FD	hoseFur	FD		R091525			Operating Supplies	T		10,000.00	
										Hose incr, replce aged furnitur				
JOURNAL 2025/09/193											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

<b>MEETING DATE</b>	September 15, 2025			
<b>TITLE</b>	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Continuing Education Funds to the City of Fishers Municipal Budget			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	Department: Controller			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R091525A	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office			

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input checked="" type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input checked="" type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>An additional appropriation is a request from staff to move allocated funding that exists in an account or fund that has not been approved for spending, to be allocated for spending. In other words, if an account or fund has a certain amount of money in it and the fiscal body has only authorized a certain percentage or amount that can be spent; then the fiscal body must authorize funds out of the cash balance (the portion of funding that exists between the authorized amount and the total amount in the fund) before such can be used.</p> <p>The Police Department has identified the need to purchase additional supplies for 2025. This additional appropriation will allow the Police Department the ability to make the needed purchases.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Continuing Education
	Source of Funds:	Cash Balance
	Additional Appropriation #:	23308011 42200
	<b>Narrative:</b>	This item is an action of requesting that \$100,000 be added to the 2025 budget.
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and request
	2.	Deny this resolution and request
	3.	Provide alternate direction
	4.	
<b>PROJECT TIMELINE</b>	This item is effective upon adoption and has to be reported to the Indiana Department of Local Government Finance (DLGF) which will be done immediately.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends adoption of this resolution and authorization for the City Controller to fully oversee and execute this request	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Resolution 2. Exhibit A - Advertising 3. Exhibit B - Additional Appropriation Worksheet for DFLG online entry	



**RESOLUTION NO. R091525A**

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING  
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL  
CONTINUING EDUCATION FUNDS TO THE CITY OF FISHERS MUNICIPAL  
BUDGET**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has budgeted a certain amount of funds that are used for municipal operational purposes of the City of Fishers;

WHEREAS, it has been determined that it is now necessary to appropriate more money than what was appropriated in the annual budget as a certain appropriation is needed in order to continue this fund’s intended purpose and operation;

WHEREAS, the Common Council for the City of Fishers (“City Council”) is desirous to authorize the City Controller to make such appropriation; and

WHEREAS, a duly noticed public hearing has been held in accordance with Indiana law.

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 following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

Fund Name: Continuing Education

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
<u>Personal Services</u>	\$ _____	\$ _____
<u>Supplies</u>	\$ 100,000 _____	\$ 100,000 _____
<u>Other Services &amp; Charges</u>	\$ _____	\$ _____
<u>Township Assistance</u>	\$ _____	\$ _____
<u>Debt Service</u>	\$ _____	\$ _____
<u>Capital Outlays</u>	\$ _____	\$ _____
TOTAL for Continuing Education Fund	\$ 100,000 _____	\$ 100,000 _____

**Section 2.** The City Council hereby authorizes the City Controller to complete the additional appropriation as further described herein.

**Section 3.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, this 15<sup>th</sup> day of September, 2025.

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

YAY		NAY	ABSTAIN
	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_, 2025 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 Council, 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

# INVOICE

**The Noblesville Times**  
127 Main St  
Crawfordsville, IN 47933

legals@thetimes24-7.com  
+1 (765) 361-0100

**Bill to**  
Kelly Lewark  
L City of Fishers

**Ship to**  
Kelly Lewark  
L City of Fishers

## Invoice details

Invoice no.: TL22747  
Terms: Net 30  
Invoice date: 09/02/2025  
Due date: 10/02/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Legals</b>	Additional Appropriations Runs 09/03	1	\$21.56	\$21.56

**Total** **\$21.56**

## Ways to pay



[View and pay](#)

**NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION**

The City of Fishers, Hamilton County, Indiana ("City"), pursuant to Ind. Code §6-1.1-18-5, hereby provides NOTICE that the City's Common Council ("Council") will conduct a public hearing during its September 15, 2025 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Continuig Education Fund - Supplies	\$100,000	\$0
Total	\$100,000	\$0

The Council meeting will take place at 7:00 pm at the Fishers City Hall Auditorium, One Municipal Drive, Fishers, IN 46038. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated this 28th day of August, 2025

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

TL22747 9/3 1t hspaxlp

PUBLIC NOTICES

PUBLIC NOTICE
Keeler-Webb Associates, 486 Grande Drive, Carmel, IN 46032 is submitting a NOI letter to notify the Town of Sheridan, Hamilton County Soil & Water Conservation District, and the Indiana Department of Environmental Management...

29D01-2508-EL-000359
STATE OF INDIANA ) IN THE HAMILTON SUPERIOR COURT 1
COUNTY OF HAMILTON (CAUSE NO. 29D01-2508-EL-000359
IN THE MATTER OF THE UNSUPERVISED ESTATE OF
CURTIS A. RAY, SR. (DECEASED)

NOTICE OF UNSUPERVISED ADMINISTRATION
Notice is hereby given that Danny C. Ray, on August 20th, 2025, was appointed as personal representative of the estate of Curtis A. Ray, Sr., deceased...

29D01-2508-EL-000361
STATE OF INDIANA ) IN THE HAMILTON CIRCUIT COURT
COUNTY OF HAMILTON (CAUSE NO. 29D01-2508-EL-000361
IN RE NAME CHANGE OF HEATHER MARIE DROZ
IN RE NAME CHANGE OF HEATHER MARIE DROZ

NOTICE OF HEARING
Notice is hereby given that Heather Marie Droz, through counsel, filed a Verified Petition for Change of Name to change her name from Heather Marie Droz to Heather Marie Evans Gentry...

29D01-2508-EL-000362
STATE OF INDIANA ) IN THE HAMILTON SUPERIOR COURT 2
COUNTY OF HAMILTON (CAUSE NO. 29D01-2508-EL-000362
IN THE MATTER OF THE UNSUPERVISED
ESTATE OF JOHN F. BENGE, DECEASED

NOTICE OF ADMINISTRATION
In the Superior Court of Hamilton County, Indiana, Notice is hereby given that Gail Almeida was, on the 20th day of August, 2025, appointed as the Personal Representative of the estate of John F. Bengel, deceased, who died on August 10, 2025...

NOTICE TO BIDDERS
BY AND AT: Hamilton Southeastern Schools
Central Office
1485 Cumberland Road
Fishers, IN 46038

FOR: Hamilton Southeastern Schools - Multi Site Boiler Replacement
PROJECT LOCATION: Hamilton Southeastern Schools - Fishers, IN 46037
RECEIPT OF BIDS: Bids received after the designated day and time listed above will be returned unopened. Any postal courier service is the agent of the Bidder...

CONTRACT TYPE
Project will be constructed under a Single Prime Contract with bids received on a lump sum basis. Each proposal shall include all labor, material, and services necessary to complete the project in full accordance with the Construction Drawings and Project Manual...

END OF NOTICE TO BIDDERS
29D01-2508-EL-000362

8280 E 216th St CECERO on 9/19/2025 @ 12:30PM
2006 DODGE DAKOTA 4x4 2006 DODGE DAKOTA 4x4 2006 CHRYSLER PT CRUISER 2.0L 2006 DODGE DAKOTA 4x4 2006 CHRYSLER PT CRUISER 2.0L 2006 DODGE DAKOTA 4x4 2006 CHRYSLER PT CRUISER 2.0L 2006 MITSUBISHI L200 2006 JEEP 14GL58K24W125491 X2.691.40

HAMILTON COUNTY REGIONAL UTILITY DISTRICT MEETING NOTICE
Pursuant to IC 5-14-1.5-5 (a) The Hamilton County Regional Utility District will meet on Monday, September 8, 2025 at 7:00 a.m. in the Hamilton County Courthouse located in the Hamilton County Government and Judicial Center, One Hamilton County Square, Noblesville, Indiana 46060.

PUBLIC NOTICE
Lennar Homes of Indiana, LLC (11555 N. Meridian St., Suite 400, Carmel, IN 46032) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of Construction Stormwater General Permit to discharge stormwater from construction activities associated with Baker Creek...

29D01-2508-JT-001161
STATE OF INDIANA ) IN THE HAMILTON SUPERIOR COURT 1
COUNTY OF HAMILTON (CAUSE NUMBER: 29D01-2508-JT-001161
IN THE MATTER OF THE TERMINATION OF YOUR PARENT-CHILD RELATIONSHIP OF CHADWICK ARTIS (FATHER)
SUMMONS FOR SERVICE BY PUBLICATION

NOTICE OF TERMINATION OF YOUR PARENT-CHILD RELATIONSHIP RIGHTS HEARING
DASHLEY RENEE THOMAS - DECEASED (MOTHER)
TO: Chadwick Artis Whereabouts unknown

NOTICE IS HEREBY GIVEN to the above noted parent whose whereabouts are unknown, that the Indiana Department of Child Services has filed a Petition for Involuntary Termination of your Parental Rights, and that an adjudication hearing has been scheduled with the Court. YOU ARE HEREBY COMMANDED to appear before the Judge of the Hamilton Superior Court, One Hamilton Square, #435, Noblesville, IN 46060...

Patrick Goodwin, 35485-49
908 N. Indiana Department of Child Services
Attn: Tom Street
Noblesville, IN 46060

NOTICE OF EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF WESTFIELD, INDIANA REDEVELOPMENT AUTHORITY AND THE CITY OF FISHERS REDEVELOPMENT COMMISSION
Pursuant to an action previously taken by the Common Council of the City of Westfield, Indiana (the "City") on August 23, 2025, a Lease Agreement between the City of Westfield Redevelopment Commission and the City of Fishers, Indiana Redevelopment Authority was executed and entered into on August 26, 2025 (the "Lease").

NOTICE OF PUBLIC HEARING ON ADDITIONAL APPROPRIATION
Notice is hereby given that the Hamilton County Common Council will hold a public hearing during its regular meeting at 6:00 p.m. on September 9, 2025, in the County Chambers at City Hall, 16 South 10th Street, Noblesville, Indiana.

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION
The City of Fishers, Hamilton County, Indiana ("City"), pursuant to Ind. Code 6-1.1-1.3, hereby provides NOTICE that the City's Common Council ("Council") will conduct a public hearing during its September 15, 2025, regularly scheduled Council meeting, for consideration of the following additional appropriation(s) in excess of the budget for the current year.

Continuing Education Fund - Supplies \$10,000 Reduction \$0
Total \$100,000 \$0
The Council meeting will take place at 7:00 p.m. at the Fishers City Hall Auditorium, One Municipal Drive, Fishers, IN 46038. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Council City of Fishers resolution.

CITY OF NOBLESVILLE
Lisa Bradford, City Controller
Hamilton County, Indiana
29D01-2508-EL-000362

NOTICE OF ADOPTION OF CAPITAL IMPROVEMENT PLAN
CLAY TOWNSHIP TAXPAYERS
Notice is hereby given that pursuant to the provisions of Article 16, Code 35-6-6 et seq. (the "Act"), the Township Board of Clay Township of Hamilton County, Indiana (the "Township") will be holding a public hearing on September 16, 2025 at 9:00 a.m. in the Community Room of the John W. Henry Government Center, 10701 N. College Avenue, Carmel, Indiana. The purpose of the hearing will be to consider and approve a three (3) year Capital Improvement Plan (the "Plan") setting forth the nature and amount of proposed expenditures and the potential source of all revenues to be dedicated to the capital improvements identified in the Plan as required by the Act.

LEGAL NOTICE
Hamilton County Plan Commission
The Hamilton County Plan Commission will meet on Wednesday, September 17, 2025 at 7:00 p.m. in the Hamilton County Commissioners' Courtroom located in the Hamilton County Government and Judicial Building at One Hamilton County Square, Noblesville, Indiana in order to hear the following petition:

DOCKET NO. PC-RZ-0003-09-2025
A subdivision application concerning the Hamilton County Unified Development Ordinance Article 24, 3, 4, 1, in order to rezone a property currently zoned C-3 Commercial to A-2(a) Agricultural.
Project Address: 10519 US 58 S, Noblesville, IN 46060
Parcel No.: 12-12-08-00-018-000
Zone District: C-3
Legal Description: Average 5.00 Section 8, Township 18, Range 6
The petition may be examined at the office of the Hamilton County Plan Commission, One Hamilton County Square, Suite 13, Noblesville, Indiana. Please call (317) 76-8490 should you have any questions. Interested parties may offer an oral opinion at the Hearing or may file written comments concerning the matter by to be heard by 12 noon the day of the Hearing, or at the Hearing.

NOTICE OF EXECUTION OF LEASE BY AND AMONG THE HAMILTON COUNTY HOSPITAL ASSOCIATION, AS LESSOR, AND THE BOARD OF TRUSTEES OF RIVERVIEW HOSPITAL AND CLAY TOWNSHIP, INDIANA, AS LESSEE
The Board of Trustees of the County of Hamilton, Indiana (the "County"), has executed a lease, dated as of August 28, 2025 (the "Lease"), by and among the Hamilton County Hospital Association (the "Hospital Association"), as lessor, and the Board of Trustees of Riverview Hospital (the "Hospital") and the County, each as lessee (the "Lessees").

The lease premises under the Lease consists of certain real estate currently owned by the Hospital, including but not limited to the real estate generally located at or near 135 Westfield Road, Noblesville, IN 46060 (the "Premises"). The proposed Lease is for a term of up to twenty (20) years commencing on the date of issuance of the Bonds. The annual lease rental will not exceed Seven Million One Hundred Thousand Dollars (\$7,100,000) payable in semiannual installments on January 1 and July 1 of each year during the term of the Lease. Each annual installment shall be based on the value of the portion of the Premises which is made available and ready for use and occupancy by the Lessees at the time such semi-annual installment is made.

BOARD OF COMMISSIONERS OF THE COUNTY OF HAMILTON, INDIANA
NOTICE OF PUBLIC HEARING CONCERNING A PROPOSED LEASE BETWEEN THE CITY OF WESTFIELD, INDIANA REDEVELOPMENT AUTHORITY AND THE FISHERS REDEVELOPMENT COMMISSION
The Fishers Redevelopment Commission (the "Commission"), the governing body of the City of Fishers Department of Redevelopment and the City of Fishers Redevelopment Authority (the "District") on July 28, 2025, preliminarily approved a proposed amendment to lease between the Fishers Redevelopment Authority, as lessor (the "Authority"), and the Commission, as lessee, amending a lease agreement, dated November 20, 2020 between the Authority, as lessor, and the Commission, as lessee (the "Lease").

NOTICE OF PUBLIC HEARING ON ADDITIONAL APPROPRIATION
The City of Fishers, Hamilton County, Indiana ("City"), pursuant to Ind. Code 6-1.1-1.3, hereby provides NOTICE that the City's Common Council ("Council") will conduct a public hearing during its September 15, 2025, regularly scheduled Council meeting, for consideration of the following additional appropriation(s) in excess of the budget for the current year.

Continuing Education Fund - Supplies \$10,000 Reduction \$0
Total \$100,000 \$0
The Council meeting will take place at 7:00 p.m. at the Fishers City Hall Auditorium, One Municipal Drive, Fishers, IN 46038. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Council City of Fishers resolution.

CITY OF NOBLESVILLE
Lisa Bradford, City Controller
Hamilton County, Indiana
29D01-2508-EL-000362

Pursuant to IC 36-7-14-25.2, the Commission will hold a public hearing on the proposed Lease on Monday, September 15, 2025 at 4:00 p.m. (local time), in the Nickel Plate Conference Room, 3rd Floor, Fishers Municipal Center, One Municipal Drive, Fishers, Indiana 46038. All interested parties will be provided the opportunity to be heard at the hearing. After the public hearing, which may be adjourned from time to time, the Commission may adopt a resolution authorizing the execution of the proposed Lease if it finds that the service to be provided throughout the term of the proposed Lease will serve the public purpose of the City and is in the best interests of its residents and that the lease rental provided in the Lease is fair and reasonable. The Commission may also propose the proposed Lease after the hearing but may not increase the lease rental as set out in this notice.

The Commission's lease payments under the proposed Lease will be payable from a special tax levied and collected by the Commission on all taxable property within the geographical boundaries of the District pursuant to IC 36-7-14-27 (the "Special Benefits Tax"). The Commission may be required to, pay the lease payments under such lease from any other revenues legally available to the Commission. The proposed Lease will have a term not longer than twenty (20) years, commencing on the date of issuance of the Bonds. The maximum annual lease rental to be paid by the Commission under the proposed lease is \$2,875,000, and the maximum lease rental over the term of the Lease is \$57,500,000. The proposed Lease further provides for terms concerning the use, maintenance, repair, operating and utility costs, indemnification and insurance, destruction of the premises, defaults, renewal, option to purchase and miscellaneous other matters.

The proposed Lease is open to public inspection at the Office of the Controller of the City in the Fishers City Services Building, Three Municipal Drive, Fishers, Indiana 46038.
Dated this 1st day of September, 2025.
CITY OF FISHERS
REDEVELOPMENT COMMISSION
29D01-2508-EL-000362

Public Notices Deadline: 11:00 a.m.
2 Business Days Prior to Publication
legals@thetimes24-7.com

Private Party Notices Submitted After Deadline May Be Subject To \$25.00 Fee In Addition To The Cost Of The Advertisement
Thank you for reading The Times!

Leaf-Filter gutter protection advertisement. Includes text: '2025 Summer Home Protection Event!', 'Lifetime Transferable Warranty', 'Zero Clogged Gutters Guaranteed', '75% OFF + \$250 Installation Discount', and contact information for Leaf-Filter.

The Times Light Delivery Route advertisement. Includes text: 'Early Wednesday morning newspaper delivery route available!', 'This does NOT include home delivery. It is delivering to post offices mostly.', 'Must have insurance, reliable transportation and a clean driving record.', and contact information for legals@thetimes24-7.com.

PUBLISHER'S AFFIDAVIT

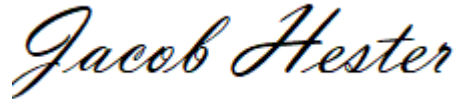
State of Indiana )  
 ) ss:  
**Hamilton** County )

Personally appeared before me, a notary public in and for said county and state, the undersigned Tim Timmons who, being duly sworn, says that he is Publisher of **The Times** newspaper of general circulation printed and published in the English language in the city of **Noblesville** in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for **1** time(s), the date(s) of publication being as follows:

**9/3/2025**

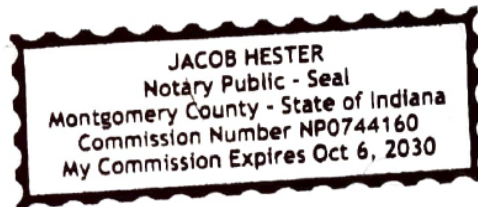


Subscribed and sworn to before me this **3** day of **September, 2025**.



My commission expires: **10/06/2030**  
**Jacob Hester**  
**Resident of Montgomery County**

Publisher's Fee: **\$21.56**



**Cause #Additional Appropriations**  
**TICKET: TL22747**



CERTIFIED COPY OF ADDITIONAL APPROPRIATION

State Form 55819 (R2 / 12-15)

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

NOTE: If reporting an additional appropriation of bond proceeds, complete only Sections I and III; and A, B, and C of Section II.

Section I

UNIT NAME: City of Fishers Unit Number:
COUNTY NAME: Hamilton County Number:
Date of Publication (month, day, year): 9/3/2025 Newspaper Name: The Noblesville Times
Date of Publication (month, day, year): Newspaper Name: Date Received (month, day, year):
Date of Public Hearing (month, day, year): 9/15/2025
Date of Resolution/Ordinance (month, day, year): 9/15/2025 Order Number:

Section II

Complete for each fund from which the additional appropriations are made. Use a separate column for each fund. Lines referred to below are on the Fund Report issued by the Department.

Table with 5 columns: Description, Continuing Ed., and three empty columns. Rows include A. DLGF Fund Number, B. Fund Name, C. Appropriation Amount Requested (\$100,000.00), D. Amount by Reduction (\$0.00), E. Net Amount of Increase (\$100,000.00), 1. Property Tax Levy (\$0.00), 2. Levy Excess (\$0.00), 3. PTRC from CAGIT (\$0.00), 4. LOIT Levy Freeze Amount (\$0.00), 5. Misc. Revenue (\$102,720.00), 6. January 1 Cash Balance (\$270,211.00), 7. Subtotal of Funds (\$372,931.00), 8. Less Circuit Breaker (\$0.00), 9. Total Funds (\$372,931.00), 10. DLGF Approved Budget (\$70,600.00), 11. Encumbered Appropriations (\$5,876.00), 12. Temporary Loans Outstanding (\$0.00), 13. Beginning Obligations (\$76,476.00), 14. Surplus Funds (\$296,455.00), 15. Previous additional appropriation(s), 16. Amount transferred to the Rainy Day Fund (\$0.00), 17. Surplus Funds Remaining (\$296,455.00).

Note #1: Do not use this line for additional appropriations for the rainy day fund. Transfers to the rainy day fund are miscellaneous revenues in the rainy day fund.

Section III

I, \_\_\_\_\_ fiscal officer of \_\_\_\_\_, do hereby certify that the above information is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: 1 Municipal Drive, Fishers, Indiana 46038, City, State and ZIP
Controller: Title 317-595-3111, Telephone Number, Email Address bradfordl@fishers.in.us



# Council Action Form

<b>MEETING DATE</b>	September 15, 2025		
<b>TITLE</b>	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 Refunding of Certain Bond Anticipation Notes and Various Projects and Addressing Matters Related Thereto		
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller Department:		
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session <input type="checkbox"/> Executive	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special <input type="checkbox"/> Retreat
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing <input type="checkbox"/> 3 <sup>rd</sup> Reading <input checked="" type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R091525B
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input checked="" type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input type="checkbox"/> <b>No contract</b> for this item
	<input checked="" type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input checked="" type="checkbox"/> Debt Services
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office

	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office	
<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input checked="" type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input checked="" type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Rick Hall, Barnes and Thornburg, LLP</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>This Resolution approves the Fishers Redevelopment Commission's entering into a lease with the Fishers Redevelopment Authority (the "Authority") for all or any portion of (i) Allisonville Road from Sunblest Boulevard to 146th Street and (ii) 106th Street from Hawthorne Ridge to Collingswood Road and certain real estate related thereto incident to the issuance of the Fishers Redevelopment Authority Lease Rental Revenue Bonds, Series 2025B (State Road 37 Project) and the Fishers Redevelopment Authority Taxable Lease Rental Revenue Bonds, Series 2025C (collectively, the "Bonds") to finance all or a portion (A) refunding the outstanding City of Fishers Redevelopment Authority Lease Rental Revenue Bond Anticipation Notes, Series 2021 (State Road 37 Phase II Project), currently outstanding in the aggregate principal amount of \$6,460,000 (the "Refunding"); (B) all or a portion of the acquisition, design and construction of certain road and infrastructure projects related to improvements to State Road 37, including but not limited to the replacement of the signalized intersections of State Road 37 at 126th, 131st, 141st, and 146th Streets with grade separated interchanges, as well as the conversion of the signalized intersection at 135th Street to a right-in right-out configuration, and projects related thereto and (C) all or a portion of the acquisition of certain real property in each of the following areas within the City of Fishers, Indiana (the "City"):</p> <p>(1) north of 116th Street between Municipal Drive and Commercial Drive; (2) south of 116th Street between the Nickel Plate Trail and Commercial Drive south to Morgan Drive; (3) between Interstate 69 and Meadows Drive, south of Fishers Elementary School to Fishers Pointe Boulevard; (4) in the vicinity of the area commonly known as the Fishers Life Science and Innovation park; (5) along the Allisonville Road corridor between 106th and 116th Street; (6) along the Hague Road corridor from 96th Street to 106th Street, and (7) in the area commonly known as The Crossing at Fishers District, the acquisition of real property in each of the foregoing areas within the City will be for the purpose of redevelopment and acquisitions in each such area are for separate and distinct projects and purposes from any acquisitions in another area identified above. The Resolution further declares the City's official intent to reimburse costs of the aforementioned projects.</p>	
<b>BUDGETING AND</b>	Budgeted \$:	N/A
	Expenditure \$:	Not to exceed \$30,000,000

<b>FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Source of Funds:	Bond proceeds of the Fishers Redevelopment Authority Lease Rental Revenue Bonds, Series 2025B (State Road 37 Project) and the Fishers Redevelopment Authority Taxable Lease Rental Revenue Bonds, Series 2025C.
	Additional Appropriation #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
<b>PROJECT TIMELINE</b>	The Fishers Redevelopment Commission will consider the Form of Lease 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 2025B (State Road 37 Project) and Fishers Redevelopment Authority Taxable Lease Rental Revenue Bonds, Series 2025C each in late Fall 2025.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council adopt the Resolution	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Resolution 2. Form of Lease - Exhibit A 3. First Amendment to Lease - Exhibit B	

**RESOLUTION NO. R091525B**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS,  
INDIANA APPROVING AN AMENDMENT TO LEASE BETWEEN THE FISHERS  
REDEVELOPMENT AUTHORITY AND THE FISHERS REDEVELOPMENT  
COMMISSION WITH RESPECT TO THE REFUNDING OF CERTAIN BOND  
ANTICIPATION NOTES AND VARIOUS PROJECTS AND ADDRESSING MATTERS  
RELATED THERETO**

WHEREAS, the Fishers Redevelopment Authority (the “Authority”) is considering the issuance of one or more series of bonds, and/or bond anticipation notes, in the maximum principal amount of \$30,000,000 (the “Bonds”), to finance all or a portion (i) (A) refunding the outstanding City of Fishers Redevelopment Authority Lease Rental Revenue Bond Anticipation Notes, Series 2021 (State Road 37 Phase II Project), currently outstanding in the aggregate principal amount of \$6,460,000 (the “Refunding”); (B) all or a portion of the acquisition, design and construction of certain road and infrastructure projects related to improvements to State Road 37, including but not limited to the replacement of the signalized intersections of State Road 37 at 126th, 131st, 141st, and 146th Streets with grade separated interchanges, as well as the conversion of the signalized intersection at 135th Street to a right-in right-out configuration, and projects related thereto and (C) all or a portion of the acquisition of certain real property in each of the following areas within the City of Fishers, Indiana (the “City”): (1) north of 116th Street between Municipal Drive and Commercial Drive; (2) south of 116th Street between the Nickel Plate Trail and Commercial Drive south to Morgan Drive; (3) between Interstate 69 and Meadows Drive, south of Fishers Elementary School to Fishers Pointe Boulevard; (4) in the vicinity of the area commonly known as the Fishers Life Science and Innovation park; (5) along the Allisonville Road corridor between 106th and 116th Street; (6) along the Hague Road corridor from 96th Street to 106th Street, and (7) in the area commonly known as The Crossing at Fishers District, the acquisition of real property in each of the foregoing areas within the City will be for the purpose of redevelopment and acquisitions in each such area are for separate and distinct projects and purposes from any acquisitions in another area identified above and (ii) the payment of incidental expenses related thereto, capitalized interest, if any, and the costs of the issuance of the Bonds, and the repayment of any funds advanced by the City or the Fishers Redevelopment Commission (the “Commission”) to meet preliminary expenses necessary to be paid prior to the issuance of such Bonds (clause (i) and (ii) collectively, the “Projects”); and

WHEREAS, the Commission has adopted a resolution approving the form of an amendment to lease, amending a lease agreement, dated November 20, 2020 between the Authority, as lessor and the Commission, as lessee lease presented at this meeting (such lease agreement as amended by the proposed amendment to lease, the “Lease”) for the purpose of paying the principal of 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 in the City, including, but not limited to, all or any portion of (i) Allisonville Road from Sunblest Boulevard to 146th Street and (ii) 106th Street from Hawthorne Ridge to Collingswood Road and certain real estate related thereto (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.

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 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 \$30,000,000, (b) the maximum annual lease rental to be paid by the Commission under the Lease shall be \$2,875,000 and the maximum lease rental over the term of the Lease shall be \$57,500,000 (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. Declaration of Intent to Reimburse Expenditures. The Common Council hereby declares its official intent to reimburse expenditures for the Projects with the proceeds of the Bonds.

Section 3. 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 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 on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

YAY		NAY	ABSTAIN
	Peter Peterson, President		
	John Delucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 2025, 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.

LEASE AGREEMENT

between

FISHERS REDEVELOPMENT AUTHORITY

LESSOR

and

CITY OF FISHERS REDEVELOPMENT COMMISSION

LESSEE

Dated as of November 20, 2020

STATE ROAD 37 PHASE II PROJECTS

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this 20th day of November, 2020, 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 “State Road 37 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 Areas; 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 Six Million Eight Hundred Thousand Dollars (\$6,800,000) (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 Six Million Eight Hundred Thousand Dollars (\$6,800,000);

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 Six Hundred Thousand Dollars (\$600,000) 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 of 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, One Municipal Drive, Fishers, Indiana 46038; (b) to Lessee: City of Fishers Redevelopment Commission, Attention: President, One 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.

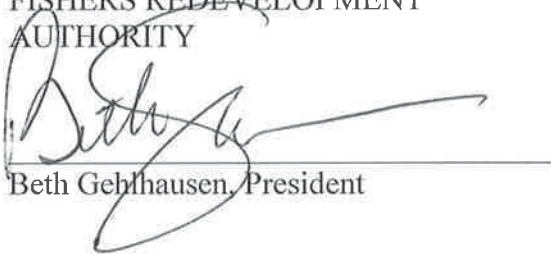
15. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

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:

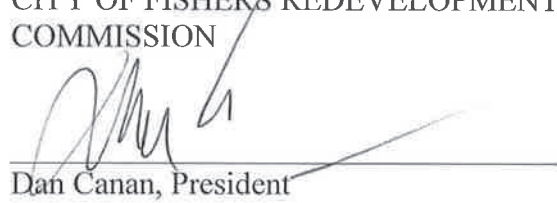
FISHERS REDEVELOPMENT  
AUTHORITY



Beth Gehlhausen, President

LESSEE:

CITY OF FISHERS REDEVELOPMENT  
COMMISSION



Dan Canan, President

ATTEST:



Rex Ramage, Secretary-Treasurer

ATTEST:



Damon Grothe, 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/ *Anneliese V. Williams*

This instrument was prepared by Anneliese V. Williams, 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 Dan Canan and Damon Grothe, 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 20 day of November, 2020.



(Seal)

Kari Adriano  
(Written Signature)

Kari Adriano  
(Printed Signature)

Notary Public

My Commission Expires: August 18, 2021

My county of Residence:  
Hamilton

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Beth Gehlhausen and Rex Ramage, 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 20 day of November, 2020



(Seal)

My Commission Expires:

August 18, 2021

Kari Adriano  
(Written Signature)

Kari Adriano  
(Printed Signature)

Notary Public

My county of Residence:

Hamilton

**CERTIFICATE OF PROOF**

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:



Witness Signature

Lawrence Summers

Witness Name (must be typed / printed)

**PROOF:**

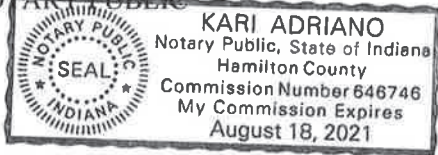
STATE OF INDIANA

COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, on November 20, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Beth Gehlhausen, Rex Ramage, Dan Canan and Damon Grothe, to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said Beth Gehlhausen, Rex Ramage, Dan Canan and Damon Grothe execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.



NOTARY PUBLIC



NOTARY SEAL / STAMP Requirements:

Notary Name exactly as Commission

Notary Public - State of Indiana

Seal

My Commission Expires: August 18, 2021

Commission No. 646746

## EXHIBIT A

### DESCRIPTION OF THE PROJECT

All or a portion of the acquisition, design and construction of certain road and infrastructure projects related to improvements to State Road 37, between 131st Street and 146th Street, including improvements to the intersections of State Road 37 and 131st Street, 135th Street, 141st Street, and 146th Street and projects related thereto.

## EXHIBIT B

### DESCRIPTION OF LEASED PREMISES

The Leased Premises shall consist of all or a portion of the interests in Allisonville Road from Sunblest Road to 146<sup>th</sup> Street, 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.

This general description will be supplemented or replaced with a more detailed legal description of the Real Estate, when all or a portion of the Leased Premises has been acquired by the Lessor and prior to recording of this Lease.

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 \_\_\_\_\_, 2020 (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/ *Anneliese V. Williams*

This instrument was prepared by Anneliese V. Williams, 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\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(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\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF PROOF**

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (must be typed / printed)

**PROOF:**  
STATE OF INDIANA  
COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, on \_\_\_\_\_, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows \_\_\_\_\_, to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said \_\_\_\_\_ execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

\_\_\_\_\_  
NOTARY PUBLIC

NOTARY SEAL / STAMP Requirements:  
Notary Name exactly as Commission  
Notary Public - State of Indiana  
Seal  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount

FIRST AMENDMENT TO LEASE AGREEMENT

By and between

FISHERS REDEVELOPMENT AUTHORITY

And

FISHERS REDEVELOPMENT COMMISSION

Dated as of September 15, 2025

This First Amendment to Lease Agreement supplements and amends the Lease Agreement, dated as of November 20, 2020, by and between the Fishers Redevelopment Authority, as lessor, and the Fishers Redevelopment Commission, as lessee.

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
FISHERS REDEVELOPMENT AUTHORITY, LESSOR  
AND CITY OF FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS AMENDMENT (the “Amendment”), entered into as of this 15th day of September, 2025, 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 November 20, 2020 (the “Original Lease, and as amended by this Amendment, the “Lease”); and

WHEREAS, the Lessor previously issued its Lease Rental Revenue Bond Anticipation Notes, Series 2021 (State Road 37 Phase II Project) (the “2021 BANs”), in the original aggregate principal amount of Six Million Four Hundred Sixty Thousand Dollars (\$6,460,000), pursuant to Resolution No. FRA 01R110920 adopted by the Lessor at its November 9, 2020 meeting (the “Authority Resolution”); and

WHEREAS, the 2021 BANs are currently outstanding in the aggregate principal amount of Six Million Four Hundred Sixty Thousand Dollars (\$6,460,000); and

WHEREAS, the Lessor desires to issue one or more series of taxable or tax-exempt lease rental revenue bonds pursuant to the Authority Resolution, as amended by the Authority pursuant to Resolution No. FRA 01R091525, adopted by the Lessor at its September 15, 2025 meeting, to be designated as the (i) “Fishers Redevelopment Authority Lease Rental Revenue Bonds, Series 2025 \_\_ (State Road 37 Project)” and (ii) “Fishers Redevelopment Authority Taxable Lease Rental Revenue Bonds, Series 2025 \_\_” (or such additional or different series designation as may be determined to be necessary or appropriate) (collectively, the “2025 Bonds”) to finance (a) the redemption of the 2021 BANs on the date of final maturity of the 2021 BANs (the “Refunding”); (b) all or a portion of the acquisition, design and construction of certain road and infrastructure projects related to improvements to State Road 37, including but not limited to will the replacement of the signalized intersections of State Road 37 at 126th, 131st, 141st, and 146th Streets with grade separated interchanges, as well as the conversion of the signalized intersection at 135th Street to a right-in right-out configuration, and projects related thereto; (c) all or a portion of the acquisition of certain real property in each of the following areas within the City of Fishers, Indiana (the “City”): (i) north of 116th Street between Municipal Drive and Commercial Drive; (ii) south of 116th Street between the Nickel Plate Trail and Commercial Drive south to Morgan Drive; (iii) between Interstate 69 and Meadows Drive, south of Fishers Elementary School to Fishers Pointe Boulevard; (iv) in the vicinity of the area commonly known as the Fishers Life Science and Innovation park; (v) along the Allisonville Road corridor between 106th and 116th Street; (vi) along the Hague Road corridor from 96th Street to 106th Street, and (vii) in the area commonly known as The Crossing at Fishers District, the acquisition of real property in each of the foregoing areas within the City will be for the purpose of redevelopment and acquisitions in each such area are for separate and distinct projects and purposes from any acquisitions in another area identified above; and (d) to pay all costs incurred on the account of the issuance and sale of such 2025 Bonds (collectively, the “Projects”); and

WHEREAS, the costs of the Refunding and Projects will be paid from proceeds of the 2025 Bonds, to be issued by the Lessor, in one or more series, in the aggregate maximum principal amount of Thirty Million Dollars (\$30,000,000) (the “Bonds”); and

WHEREAS, the value of the Leased Premises (as defined in the Lease) is estimated to be not less than Thirty Million Dollars (\$30,000,000); and

WHEREAS, the Lessor and Lessee agree that there exists a need to complete the Refunding and the Projects and as a portion of the Projects were not contemplated on the date of the execution of the Lease, consequently, the Lessor and Lessee have agreed to amend the Lease as set forth herein; and

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 Amendment are fair and reasonable, that the execution of this Amendment is necessary and that the service provided by the Projects will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City has by resolution approved this Amendment, and the resolution has been entered in the official records of the Common Council, 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;

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Original Lease that the Original Lease shall be amended as follows:

1. Paragraph 3 of the Recitals of the Original Lease is hereby deleted in its entirety and replaced as follows:

“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;”

2. Exhibit A to the Original Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
3. Paragraph 6 of the Recitals of the Original Lease is hereby deleted in its entirety and replaced as follows:

“WHEREAS, the costs of the Project will be paid from proceeds of bonds, to be issued by the Lessor, in one or more series, in the maximum aggregate principal amount of Thirty Million Dollars (\$30,000,000) (the “Bonds”);”

4. Exhibit B to the Original Lease is hereby deleted in its entirety and replaced with Exhibit B attached hereto.
5. Paragraph 10 of the Recitals of the Original Lease is hereby deleted in its entirety and replaced as follows:

“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 Million Dollars (\$30,000,000);”

6. The first sentence of Section 2 of the Lease is hereby deleted in its entirety and replaced as follows:

“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 Eight Hundred Seventy-Five Thousand Dollars (\$2,875,000) payable in semi-annual installments.”

7. Except as otherwise provided herein, all terms, conditions, and provisions of the Lease are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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 [Beth Gehlhausen] and [Rex Ramage], personally known to be the President and Secretary-Treasurer, respectively, of the Fishers Redevelopment Authority (the “Authority”), and acknowledged the execution of the foregoing Amendment to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Seal)

\_\_\_\_\_  
\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(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 [Brad Johnson] and [Tony Bonacuse], 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 Amendment to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Seal)

\_\_\_\_\_  
\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF THE PROJECT

All or a portion of (A) refunding the outstanding City of Fishers Redevelopment Authority Lease Rental Revenue Bond Anticipation Notes, Series 2021 (State Road 37 Phase II Project), currently outstanding in the aggregate principal amount of \$6,460,000; (B) all or a portion of the acquisition, design and construction of certain road and infrastructure projects related to improvements to State Road 37, including but not limited to will the replacement of the signalized intersections of State Road 37 at 126th, 131st, 141st, and 146th Streets with grade separated interchanges, as well as the conversion of the signalized intersection at 135th Street to a right-in right-out configuration, and projects related thereto and (C) all or a portion of the acquisition of certain real property in each of the following areas within the City of Fishers, Indiana (the “City”): (i) north of 116th Street between Municipal Drive and Commercial Drive; (ii) south of 116th Street between the Nickel Plate Trail and Commercial Drive south to Morgan Drive; (iii) between Interstate 69 and Meadows Drive, south of Fishers Elementary School to Fishers Pointe Boulevard; (iv) in the vicinity of the area commonly known as the Fishers Life Science and Innovation park; (v) along the Allisonville Road corridor between 106th and 116th Street; (vi) along the Hague Road corridor from 96th Street to 106th Street, and (vii) in the area commonly known as The Crossing at Fishers District, the acquisition of real property in each of the foregoing areas within the City will be for the purpose of redevelopment and acquisitions in each such area are for separate and distinct projects and purposes from any acquisitions in another area identified above.

## EXHIBIT B

### DESCRIPTION OF LEASED PREMISES

The Leased Premises shall consist of all or a portion of the interests in (i) Allisonville Road from Sunblest Boulevard to 146th Street and (ii) 106<sup>th</sup> Street from Hawthorne Ridge to Collingswood Road, 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.



# Council Action Form

<b>MEETING DATE</b>	September 15, 2025			
<b>TITLE</b>	2026 Budget Ordinance			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	Department: Controller			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #: 091525		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office			

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head <input type="checkbox"/> Department Head <input checked="" type="checkbox"/> Deputy Mayor <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	<input checked="" type="checkbox"/> Controller’s Office <input checked="" type="checkbox"/> Finance Committee <input type="checkbox"/> Technical Advisory Committee <input type="checkbox"/> Other: Fiscal Consultant, Mike Reuter
<b>BACKGROUND</b> (Includes description, background, and justification)	As required by Indiana Law this is the public hearing of the 2026 City of Fishers budget. The budget has been duly advertised to taxpayers on the Gateway System as is required under Indiana Law.	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	
	<b>Narrative:</b>	The 2025 was initially presented to the finance committee on August 20, 2025 and additional departmental budget information was presented to the finance committee on August 27, 2025. The 2026 budget will be presented to City Council for public hearing and first reading at the September 15, 2025 City Council Meeting. Changes or modifications can be made as long as they do not exceed the budget amounts advertised in Gateway. After first reading, the 2026 Budget will be sent to the October meeting for Final Reading and Adoption.
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve this ordinance as proposed and send to October for final reading
	2.	Approve with changes and send to October for final reading
	3.	Provide alternate direction
	4.	
<b>PROJECT TIMELINE</b>	Once approved in October the 2026 budget will be submitted to the Department of Local Government Finance (DLGF) for state approval.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Vote to approve and sign adoption	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Exhibit A - 2026 Budget Advertisement	



## NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at [www.budgetnotices.in.gov](http://www.budgetnotices.in.gov) or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **City Hall, One Municipal Drive**.

Notice is hereby given to taxpayers of **FISHERS CIVIL CITY, Hamilton County**, Indiana that the proper officers of **Fishers Civil City** will conduct a public hearing on the year **2026** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Fishers Civil City** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Fishers Civil City** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Fishers Civil City** will meet to adopt the following budget:

Public Hearing Date	Monday, September 15, 2025
Public Hearing Time	7:00 PM
Public Hearing Location	City Hall Theater, One Municipal Drive

Adoption Meeting Date	Monday, October 6, 2025
Adoption Meeting Time	7:00 PM
Adoption Meeting Location	City Hall Theater, One Municipal Drive

Estimated Civil Max Levy	\$40,575,283
Property Tax Cap Credit Estimate	\$6,336,300

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
0101-GENERAL	\$128,891,663	\$68,281,794	\$32,000,000	\$33,260,161	105.30%
0181-DEBT PAYMENT	\$1,850,000	\$1,850,000	\$0	\$3,463,569	-46.59%
0184-BOND #4	\$480,000	\$480,000	\$0	\$27,104,903	-98.23%
0185-BOND #5	\$454,900	\$0	\$0	\$148,439	-100.00%
0205-COUNTY WHEEL TAX	\$2,512,160	\$0	\$0	\$0	
0706-LOCAL ROAD & STREET	\$2,621,241	\$0	\$0	\$0	
0708-MOTOR VEHICLE HIGHWAY	\$4,804,245	\$0	\$0	\$0	
0801-HEALTH	\$1,731,489	\$1,236,989	\$0	\$989,591	25.00%
1151-CONTINUING EDUCATION	\$41,400	\$0	\$0	\$0	
2379-CUMULATIVE CAPITAL IMP (CIG TAX)	\$150,000	\$0	\$0	\$0	
2391-CUMULATIVE CAPITAL DEVELOPMENT	\$5,151,497	\$5,690,150	\$0	\$4,947,956	15.00%
2402-ECONOMIC DEVELOPMENT	\$11,876,560	\$0	\$0	\$0	
9500-PARK IMPACT FEES	\$1,000,000	\$0	\$0	\$0	
9501-ROAD IMPACT FEES	\$5,450,000	\$0	\$0	\$0	
9502-BRIDGE IMPACT FEES	\$226,864	\$0	\$0	\$0	
9503-Certified Tech Park	\$250,000	\$0	\$0	\$0	
9504-Forfeiture	\$20,000	\$0	\$0	\$0	
9505-COURT RECORD PERPETUATION	\$20,000	\$0	\$0	\$0	
9506-COURT DEFERRAL USER FEE	\$50,000	\$0	\$0	\$0	
9507-Health Dept - State Funds	\$827,550	\$0	\$0	\$0	
Totals	\$168,409,569	\$77,538,933	\$32,000,000	\$69,914,619	