



## **CITY OF FISHERS AGENDA**

**BOARD/COMMISSION:** Town Hall Building Corporation Meeting

**DATE:** 9/18/2023, at 4:00 PM

**DIRECTIONS:** Fishers Pavilion Conference Room, 10 Municipal Drive, Fishers, IN 46038

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e. interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should [email Kelly Lewark](#), Office Manager, no later than 48 hours before the scheduled event or call at (317) 595-3487.

- 1. Call to Order**
- 2. Confirmation of Quorum and Proper Notice of Meeting**
- 3. Consent of Previous Meeting Minutes**
  - a. 8-14-23
- 4. Resolution Authorizing Raymond James to Disclose Financials (Event Center Bond)**
  - a. Letter
- 5. New Business - Fishers Event Center Update - Pre-Opening Budget**
- 6. Adjournment**

**MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION**  
**8/14/23**

Ben Jefferis, Vice-President, called the meeting to order at 4:00 PM.

**Members present:** Ben Jefferis, Rich Block, Troy Woodruff, Joe Eaton, and Josh Richardson was present via Teams. Jay Bangert was not present.

Also attending: Megan Baumgartner, Jennifer Messer via Teams, Elliott Hultgren, Lawrence Summers, Lisa Bradford, Jordan Willy, Kay Prange, and Mitch List and Chris Whittemore of ASM.

**Quorum and notice of meeting were confirmed.**

**Consent to previous minutes:**

Minutes from the July 10, 2023, meeting were approved by consent, 5-0.

**TBC 01R081423 Saxony Hall Purchase Agreement-** Jennifer Messer provided the overview of the Saxony purchase and the transfer of the Saxony property to the THBC so that it can be sold to Interstate Holdings, LLC., per the Saxony agreement.

**Mr. Jefferis asked for a Motion for the conveyance of the property to the THBC from the City. Mr. Block made a Motion to approve, seconded by Mr. Eaton. The Motion was approved, 5-0.**

**Mr. Jefferis asked for a Motion for the sale of the property to Interstate Holdings, LLC. Mr. Block made a Motion to approve, seconded by Mr. Eaton. The Motion was approved, 5-0.**

**Fishers Event Center Update -** Elliott Hultgren introduced Mitch List, Event Center Manager, and Chris Whittemore, Operations Manager, from ASM.

1. Mitch discussed the proposed pre-opening budget (covering from now until December 1, 2024)
2. Elliott provided update on Econ Dev Fund
3. Mitch discussed what to expect for the Grand Opening Week (soft openings, events, etc...that will afford the community the opportunity to see the facility while at the same time allowing Mitch and his team to 'practice'). The Grand Opening Week (to include opening acts) will have a separate budget. This will be the week leading up to November 29, 2024.
4. Mitch walked through a pro forma excel for a specific event.
5. Chris provided the brief construction update.

Mitch would like to bring the budget back the following month for formal approval. They have requested to adjust the THBC dates for September and October as they'll be traveling those months to conferences for event booking opportunities. September 18 and October 16 have been agreed on.

No vote was taken.

Meeting adjourned at 5:10 PM.

September 1, 2023

Fishers Town Hall Building Corporation  
3 Municipal Drive  
Fishers, Indiana 46038

Re: Engagement of and Disclosures by Underwriter or Placement Agent, as the case may be  
Pursuant to SEC Municipal Advisor Rule and MSRB Rule G-17  
Lease Rental Revenue Bonds (Event Center Project)

Dear Directors:

We are writing to confirm our underwriting engagement and provide you, as Authorized Representative of the Fishers Town Hall Building Corporation (“Issuer”), with certain disclosures relating to the captioned bond issue (the “Bonds”), as required by the Securities and Exchange Commission’s Municipal Advisor Rule, and the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).<sup>1</sup>

The Issuer hereby confirms and engages Raymond James & Associates, Inc. (“RJA”), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

As the issuer of the Bonds, you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks described in this letter will be borne by the obligor or borrower (“Obligor”) as set forth in those legal documents. A copy of this letter is also being sent to the Obligor.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

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<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

#### Conflicts of Interest/Payments to or from Third Parties

- Disclosure of payments, values, or credits received by RJA in connection with its underwriting or placement of the Bonds from parties other than the Issuer, if applicable, that relate directly or indirectly to collateral transactions integrally related to the Bonds, i.e. such as an affiliate providing a letter of credit or standby bond purchase agreement, or acting as trustee, serving as remarketing agent, swap counterparty, escrow bidding agent, or GIC bidding agent: Affiliates of RJA may serve in separate capacities in connection with the issuance of the Bonds, including serving as bidding agent for the investment of bond proceeds. The affiliated entity will be separately compensated for serving in that capacity. RJA expects to receive a payment, value, or credit from its affiliated swap dealer affiliate if the Issuer, if applicable, decides to enter into an interest rate swap on the Bonds.

#### II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
  - Because we have recommended to the Issuer a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

#### III. Standard Disclosures

- Disclosures Concerning the Underwriters’ or Placement Agent’s Role:
  - MSRB Rule G-17 requires an underwriter or a placement agent to deal fairly at all times with both issuers and investors.
  - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
  - The placement agent’s primary role is to procure one or more purchases of the Bonds in an arm’s-length commercial transaction with the Issuer. The placement agent has financial and other interests that differ from those of the Issuer.

- Unlike a municipal advisor, an underwriter or placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
  - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - The placement agent has a duty to procure a purchaser of the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to place the Bonds with purchasers at prices that are fair and reasonable.
  - The underwriters or placement agent will review the official statement or offering document, if any, for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement or offering document, if any, by the underwriters or placement agent, as the case may be, is solely for purposes of satisfying the underwriters' or placement agent's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.
- Disclosures Concerning the Underwriters' or Placement Agent's Compensation:
    - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
    - The placement agent will be compensated by a fee that will be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee or may be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as either (i) a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof, or (ii) a commitment by the placement agent to place the Bonds.

Either (x) you have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, or (y) it is our understanding that you have the authority to bind the Issuer by contract with us; and, in either case, you are not a party to any disclosed conflict of interest relating to the subject transaction. If the preceding sentence is incorrect, please notify the undersigned immediately.

Under SEC and MSRB Rules, we are required to both (i) confirm our role and engagement as underwriter or placement agent of the Bonds, and (ii) seek your acknowledgement that you have received this letter. Accordingly, please send me an email **both** (1) confirming that RJA is engaged as underwriter or placement agent, as the case may be, of the Bonds, **and** (2) acknowledging your receipt hereof. Alternatively, you may sign, scan, and return this letter to me via email.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds.

Sincerely,

**RAYMOND JAMES & ASSOCIATES, INC.**



Damian Maggos  
Managing Director

Confirmed and Acknowledged:

FISHERS TOWN HALL BUILDING CORPORATION

By: \_\_\_\_\_  
Jay Bangert, President  
Authorized Representative

Date: \_\_\_\_\_, 2023

Attached: Financing Disclosures

CC: Borrower – City of Fishers

## **Fixed Rate Structure Disclosure**

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

### **Financial Characteristics**

**Maturity and Interest.** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

**Redemption.** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### **Security**

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

#### **General Obligation Bonds**

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

### **Revenue Bonds**

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

#### **Issuer Default Risk**

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

#### **Redemption Risk**

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

### Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

### Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

### Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.