



The public may [stream the meeting online](#).

Members of the public may [submit comments online](#) before 12pm on Monday, January 1, 2024.

BOARD/COMMISSION: City Council Meeting

DATE: 11/20/2023

DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

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

- 1. Meeting Called to Order with the Pledge of Allegiance**
- 2. Announcements**
- 3. Proclamations**
- 4. Presentations**
 - a. FPD Service Award: Mike Janes (20 Years)
- 5. Council Committee Reports**
 - a. Finance Committee Report - NONE
- 6. Department Reports**
 - a. Health Department Report - REPORT
- 7. Consent Agenda**
 - a. Request to approve the previous meeting minutes
 - b. R112023 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds: Council Action Form I Exhibit A I Resolution

8. Regular Agenda - Budget/Financial

- a. 100923A - An Ordinance Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024 (District South Project), and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving other Actions in Respect Thereto - 2nd Reading: Council Action Form I Exhibit A I Exhibit B I Ordinance
- b. 100923 - A Ordinance of the Common Council of the City of Fishers, Indiana Authorizing Issuance of Bonds for the Purpose of Providing Funds to be Applied to Pay for Construction of Certain Road Improvements and Incidental Expenses in Connection Therewith and to Pay for Certain Trail Improvements and the Acquisition of Certain Equipment and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds (2024 GO Bond) - 2nd Reading: Council Action Form I Ordinance

9. Regular Agenda - Economic Development

- a. R112023A - A Request to Approve an Amendment to a Project Agreement (Union/Crossing): Council Action Form I Agreement I Resolution

10. Regular Agenda - Government

- a. 112023 - A request to Approve an Amendment to Chapter 35.30 of the City of Fishers Code of Ordinances (Fee Schedule): Council Action Form I Ordinance
- b. R112023B - A Request to Approve an Interlocal Agreement with the Indiana Department of Transportation for Drainage and Erosion Control: Council Action Form I Agreement I Exhibit A I Exhibit B I Resolution

11. Regular Agenda - Planning & Zoning

- a. 091823A - Consideration of a text amendment to the Cove at Thorpe Creek PUD to allow for maximum height of 40' in Grand Estates District, add Masterpiece Collection homes to Designer District and update Illustrative Architectural Exhibit with Masterpiece Collection (TA-23-5) - Final Reading: Council Action Form I Petitioner Packet I Staff Report I Ordinance
- b. 112023A - Consideration of a rezone of 25 Acres from R2 Residential to OS Open Space known as the Fishers Community Center rezone (RZ-23-5) - First Reading: Council Action Form I Ordinance
- c. 112023B - Consideration of a rezone of .88 Acres from R2 Residential to PUD-C known as the Drive Planning PUD (RZ-23-6) – First Reading: Council Action Form I Petitioner Packet I Ordinance

12. Fishers Community Center Annexation

- a. R112023C - Request to approve a resolution adopting the Fiscal Plan for the Fishers Community Center (ANX-23- 11): Council Action Form I Fiscal Plan I Resolution
- b. 100923C -Request to approve a voluntary annexation of 24.99 acres known as the Fishers Community Center Property. Subject site is located southeast of the intersection of E 121st Street and Hoosier Road (ANX-23-11) - Final Reading: Council Action Form I Ordinance

13. Regular Items - Any other Unfinished / New Business

14. Regular Items - Community Comment

15. Regular Items - Meeting Adjournment



Fishers Health Department Update – 11/20/2023

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

- Final funding amount for 2024 is \$1,001,725.50, to be transferred to FHD early January 2024.

Community Health Assessment:

- Continuing work on health assessment and readiness for accreditation process.

Core Health Services

- Immunizations: Seasonal vaccines for flu, COVID-19, and respiratory syncytial virus offered at clinic. Recommendations for seasonal vaccines available on FHD [Clinic Services](#) webpage.
 - 443 patients seen for immunizations and testing services in October.
- Testing services: consistent demand for tuberculosis tests (36). Demand decreasing for COVID-19 tests (9). Recently added lead testing for children free of charge uptake slow at present.
- Reportable conditions continue to be managed at a steady pace and monitored for outbreak potential. 64 current open investigations.

Health Education

- 19 health education sessions offered in October to 2,073 individuals. Health Educator has provided 73 sessions at over 30 different locations since starting in June. On target to provide health education to ~10,000 individuals this year.

Mental Health

- [Stigma Free Fishers](#) platform & [Community Resource List](#) continue to see increase in usage and awareness. Over 6,300 unique users and 7,500 sessions since launch on May 1. Majority of users from Fishers area (74%), female (72%), and younger than 25 years of age (65%). Most common features used are mental health assessments around depression and anxiety, and over 300 unique resources used.
- Mental Health Matters monthly newsletters available [here](#). November newsletter focuses on Seasonal Affective Disorder. In addition to highlighting mental health issues, the newsletter includes resources and event information, and is a leading contributor to internet traffic to the new Stigma Free Fishers website.

Environmental Health & Inspections

- Grading placards posted at all permanent food facilities. [Food Grade and Inspection Dashboard](#) is live where anyone can view sanitation grades and inspection reports for retail food establishments. Grades - 303 receiving grade A, 30 grade B, and 15 grade C. High school interns created social media video explaining new grades and can be viewed [here](#).
- 2024 food permit applications open 12/1/2023.



Community Outreach and Social Media

- Two community-based flu clinics at local business and area HSE school. 33 total individuals vaccinated.
- Social media focused on seasonal vaccine recommendations and breast cancer awareness in October.

Open Positions

- Onboarded two new Community Health Advocates to work with Public Health Social Worker.
- Interviewing for open Public Health Nurse position.
- Environmental Health Inspector position filled.



Council Action Form

MEETING DATE	November 20, 2023			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R112023	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head		☒ Controller's Office
	☒ Department Head		☒ Finance Committee
	☐ Deputy Mayor		☐ Technical Advisory Committee
	☐ Mayor		☒ Other: Corresponding Department Heads
	☐ Legal Counsel – <i>Name of Reviewer:</i>		
BACKGROUND (Includes description, background, and justification)	A transfer of funds from one appropriation to another means removing monies from one category such as “supplies” and moving it to another such as “contractual services”. Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office. All transfers require Department Head approval before submission to the Controller's Office, whether or not they are between categories (ex. 200's to 300's) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds. Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		N/A
	Expenditure \$:		N/A
	Source of Funds:		See Exhibit A
	Additional Appropriation #:		N/A
	Narrative:		This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.
OPTIONS (Include <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	
PROJECT TIMELINE	All approved transfers will be transferred respectively immediately following approval.		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this resolution authorizing the City Controller to transfer all funds as outlined in Exhibit A and fully oversee this process and request.		
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A		

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT					LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023	11	2 11/21/2023	HD	R112023	BUA HDaddSvcs	1 1				
1	21205058 42200			Fire Dept - City Health Dept	Operating Supplies		129,050.00	-40,000.00	89,050.00	
	2120.501.58.000.42200.				Med waste Disp EOY,Ext Lightin 11/21/2023					
2	21205058 43100			Fire Dept - City Health Dept	Professional Services		146,333.34	40,000.00	186,333.34	
	2120.501.58.000.43100.				Med waste Disp EOY,Ext Lightin 11/21/2023					
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023	11	6 11/21/2023	FLEET	R112023	BUA FLTprtsInc	1 1				
1	10106010 42200			General Fund - Fleet	Operating Supplies		789,949.35	-50,000.00	739,949.35	
	1010.601.00.000.42200.				AgingFleet,PartsIncr,UAWStrike 11/21/2023					
2	10106010 43100			General Fund - Fleet	Professional Services		360,803.94	50,000.00	410,803.94	
	1010.601.00.000.43100.				AgingFleet,PartsIncr,UAWStrike 11/21/2023					
3	20106010 42200			MVH - Fleet	Operating Supplies		484,327.09	-50,000.00	434,327.09	
	2010.601.00.000.42200.				AgingFleet,PartsIncr,UAWStrike 11/21/2023					
4	20106010 43100			MVH - Fleet	Professional Services		173,069.40	50,000.00	223,069.40	
	2010.601.00.000.43100.				AgingFleet,PartsIncr,UAWStrike 11/21/2023					
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023	11	8 11/21/2023	PZ	R112023	BUA PZGargeSys	1 1				
1	81303012 43100			P&Z - Payment in Lieu of Open Professional Services			20,000.00	-11,060.00	8,940.00	
	8130.301.32.000.43100.				Spark Grge Bannr Hrdwre System 11/21/2023					
2	81303012 42200			P&Z - Payment in Lieu of Open Operating Supplies			3,000.00	11,060.00	14,060.00	
	8130.301.32.000.42200.				Spark Grge Bannr Hrdwre System 11/21/2023					
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023	11	10 11/21/2023	POLICE	R112023	BUA PD EqPurch	1 1				
1	10108013 42200			General Fund - Investigations	Operating Supplies		144,216.07	-15,532.00	128,684.07	
	1010.801.83.000.42200.				Equipment purchases 11/21/2023					

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT									
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	10	11/21/2023	POLICE	R112023	BUA PD EqPurch	1 1			
2	10108013	44500		General Fund - Investigations	Machinery and Equipment		.00	15,532.00	15,532.00
	1010.801.83.000.44500.				Equipment purchases		11/21/2023		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	20	11/21/2023	IT	R112023	BUA ITCapPurch	1 1			
1	10106050	43100		General Fund - IT	Professional Services		2,553,786.04	-90,969.46	2,462,816.58
	1010.605.00.000.43100.				PD ICAC Storage		11/21/2023		
2	10106050	44400		General Fund - IT	Improve't Other than Buildings		.00	90,969.46	90,969.46
	1010.605.00.000.44400.				PD ICAC Storage		11/21/2023		
3	40106050	43100		Cum Cap Fund - IT	Professional Services		20,000.00	-20,000.00	.00
	4010.605.00.000.43100.				PD ICAC Storage		11/21/2023		
4	40106050	44400		Cum Cap Fund - IT	Improve't Other than Buildings		.00	20,000.00	20,000.00
	4010.605.00.000.44400.				PD ICAC Storage		11/21/2023		
5	40106050	42200		Cum Cap Fund - IT	Operating Supplies		268,897.24	-8,000.00	260,897.24
	4010.605.00.000.42200.				PD ICAC Storage		11/21/2023		
6	40106050	44400		Cum Cap Fund - IT	Improve't Other than Buildings		.00	8,000.00	8,000.00
	4010.605.00.000.44400.				PD ICAC Storage		11/21/2023		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	27	11/01/2023	ENG	R112023	BUA ENGHydStrm	1 1			
1	60604010	42200		Sewer -Engineering	Operating Supplies		9,633.90	-3,000.00	6,633.90
	6060.401.00.000.42200.				Hyde Park Generator Upgrade		11/01/2023		
2	60604010	44200		Sewer -Engineering	Infrastructure		12,000.00	3,000.00	15,000.00
	6060.401.00.000.44200.				Hyde Park Generator Upgrade		11/01/2023		
3	60604010	43100		Sewer -Engineering	Professional Services		76,190.77	-22,000.00	54,190.77
	6060.401.00.000.43100.				Hyde Park Generator Upgrade		11/01/2023		
4	60604010	44200		Sewer -Engineering	Infrastructure		12,000.00	22,000.00	34,000.00
	6060.401.00.000.44200.				Hyde Park Generator Upgrade		11/01/2023		

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT									
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	27	11/01/2023	ENG	R112023	BUA ENGHydStrm	1 1			
5	62604010	42200		Stormwater -Engineering	Operating Supplies		13,505.92	-4,700.00	8,805.92
	6260.401.00.000.42200.				106th&Hoosier RAB Addl Strm Wk	11/01/2023			
6	62604010	44200		Stormwater -Engineering	Infrastructure		.00	4,700.00	4,700.00
	6260.401.00.000.44200.				106th&Hoosier RAB Addl Strm Wk	11/01/2023			
7	62604010	43100		Stormwater -Engineering	Professional Services		46,174.04	-9,000.00	37,174.04
	6260.401.00.000.43100.				106th&Hoosier RAB Addl Strm Wk	11/01/2023			
8	62604010	44200		Stormwater -Engineering	Infrastructure		.00	9,000.00	9,000.00
	6260.401.00.000.44200.				106th&Hoosier RAB Addl Strm Wk	11/01/2023			
9	62604010	43200		Stormwater -Engineering	Comms And Transportation		2,000.00	-1,000.00	1,000.00
	6260.401.00.000.43200.				106th&Hoosier RAB Addl Strm Wk	11/01/2023			
10	62604010	44200		Stormwater -Engineering	Infrastructure		.00	1,000.00	1,000.00
	6260.401.00.000.44200.				106th&Hoosier RAB Addl Strm Wk	11/01/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	54	11/02/2023	BSG	R112023	BUA BSGAddSppl	1 1			
1	10101012	43100		General Fund - BSG	Professional Services		918,887.02	-1,000.00	917,887.02
	1010.101.12.000.43100.				Launc/Team Bldng Exp/Appr Supp	11/02/2023			
2	10101012	42200		General Fund - BSG	Operating Supplies		2,500.00	1,000.00	3,500.00
	1010.101.12.000.42200.				Launc/Team Bldng Exp/Appr Supp	11/02/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	79	11/21/2023	FD	R112023	BUA FDAddSuppl	1 1			
1	10105015	43100		General Fund - Safe Training	Professional Services		58,402.00	-17,200.00	41,202.00
	1010.501.55.000.43100.				FD xfer to cover supply costs	11/21/2023			
2	10105015	42231		General Fund - Safe Training	Uniforms		344,978.16	17,200.00	362,178.16
	1010.501.55.000.42231.				FD xfer to cover supply costs	11/21/2023			
3	10105016	43200		General Fund - Extern Affairs	Comms And Transportation		12,300.00	-7,560.00	4,740.00
	1010.501.56.000.43200.				FD xfer to cover supply costs	11/21/2023			

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	79	11/21/2023	FD	R112023	BUA FDAddSuppl	1 1			
4	10105016	42200			General Fund - Extern Affairs Operating Supplies		24,867.50	7,560.00	32,427.50
	1010.501.56.000.42200.				FD xfer to cover supply costs	11/21/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	105	11/21/2023	CSX	R112023	BUA CSXSuppEOY	1 1			
1	10101017	43100			General Fund - Customer ServiceProfessional Services		60,000.00	-33,877.21	26,122.79
	1010.101.17.000.43100.				CSX EOY Supply Exp	11/21/2023			
2	10101017	42200			General Fund - Customer ServiceOperating Supplies		62,441.20	33,877.21	96,318.41
	1010.101.17.000.42200.				CSX EOY Supply Exp	11/21/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	234	11/21/2023	DPW	R112023	BUA PWSuppEY	1 1			
1	20209011	43100			LR&S PW Streets	Professional Services	772,716.61	-80,697.00	692,019.61
	2020.901.91.000.43100.					Pay Supply Expenses	11/21/2023		
2	20209011	42200			LR&S PW Streets	Operating Supplies	873,478.51	80,697.00	954,175.51
	2020.901.91.000.42200.					Pay Supply Expenses	11/21/2023		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 11	335	11/13/2023	PWBULD	R112023	BUA PWSupElcup	1 1			
1	10109012	43100			General Fund - PW Buildings	Professional Services	3,071,359.01	-119,918.26	2,951,440.75
	1010.901.92.000.43100.					Electrical Upgrade Cap Exp	11/13/2023		
2	10109012	44920			General Fund - PW Buildings	Capital Expenses	24,550.00	119,918.26	144,468.26
	1010.901.92.000.44920.					Electrical Upgrade Cap Exp	11/13/2023		
3	10109012	43100			General Fund - PW Buildings	Professional Services	3,071,359.01	-40,000.00	3,031,359.01
	1010.901.92.000.43100.					Electrical Upgrade Cap Exp	11/13/2023		
4	10109012	42200			General Fund - PW Buildings	Operating Supplies	620,785.00	40,000.00	660,785.00
	1010.901.92.000.42200.					Electrical Upgrade Cap Exp	11/13/2023		
** 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	T	OB	DEBIT	CREDIT
													LINE	DESC			
2023	11	2															
BUA	21205058-42200												Operating Supplies	5			40,000.00
	11/21/2023	HDaddSvc	HD				R112023					T	Med Waste Disp EOY,Ext Lightin				
BUA	21205058-43100												Professional Services	5		40,000.00	
	11/21/2023	HDaddSvc	HD				R112023					T	Med Waste Disp EOY,Ext Lightin				
												JOURNAL 2023/11/2	TOTAL			.00	.00
2023	11	6															
BUA	10106010-42200												Operating Supplies	5			50,000.00
	11/21/2023	FLTprtsInc	FLEET				R112023					T	AgingFleet,PartsIncr,UAWStrike				
BUA	10106010-43100												Professional Services	5		50,000.00	
	11/21/2023	FLTprtsInc	FLEET				R112023					T	AgingFleet,PartsIncr,UAWStrike				
BUA	20106010-42200												Operating Supplies	5			50,000.00
	11/21/2023	FLTprtsInc	FLEET				R112023					T	AgingFleet,PartsIncr,UAWStrike				
BUA	20106010-43100												Professional Services	5		50,000.00	
	11/21/2023	FLTprtsInc	FLEET				R112023					T	AgingFleet,PartsIncr,UAWStrike				
												JOURNAL 2023/11/6	TOTAL			.00	.00
2023	11	8															
BUA	81303012-43100												Professional Services	5			11,060.00
	11/21/2023	PZGargeSys	PZ				R1120223					T	Spark Grge Bannr Hrdwre System				
BUA	81303012-42200												Operating Supplies	5		11,060.00	
	11/21/2023	PZGargeSys	PZ				R1120223					T	Spark Grge Bannr Hrdwre System				
												JOURNAL 2023/11/8	TOTAL			.00	.00
2023	11	10															
BUA	10108013-42200												Operating Supplies	5			15,532.00
	11/21/2023	PD EqPurch	POLICE				R112023					T	Equipment purchases				
BUA	10108013-44500												Machinery and Equipment	5		15,532.00	
	11/21/2023	PD EqPurch	POLICE				R112023					T	Equipment purchases				
												JOURNAL 2023/11/10	TOTAL			.00	.00
2023	11	20															
BUA	10106050-43100												Professional Services	5			90,969.46
	11/21/2023	ITCapPurch	IT				R112023					T	PD ICAC Storage				
BUA	10106050-44400												Improve't Other than Buildings	5		90,969.46	
	11/21/2023	ITCapPurch	IT				R112023					T	PD ICAC Storage				
BUA	40106050-43100												Professional Services	5			20,000.00
	11/21/2023	ITCapPurch	IT				R112023					T	PD ICAC Storage				
BUA	40106050-44400												Improve't Other than Buildings	5		20,000.00	

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT	
				EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	LINE	DESC				
2023	11	27																	
BUA	40106050-42200	ITCapPurch	IT			R112023							T	PD ICAC Storage					
														Operating Supplies	5			8,000.00	
BUA	40106050-44400	ITCapPurch	IT			R112023							T	PD ICAC Storage					
														Improve't Other than Buildings	5		8,000.00		
													T	PD ICAC Storage					
														JOURNAL 2023/11/20	TOTAL		.00	.00	
2023	11	27																	
BUA	60604010-42200	ENGHydStrm	ENG			R112023							T	Operating Supplies	5			3,000.00	
														Hyde Park Generator Upgrade					
BUA	60604010-44200	ENGHydStrm	ENG			R112023							T	Infrastructure	5		3,000.00		
														Hyde Park Generator Upgrade					
BUA	60604010-43100	ENGHydStrm	ENG			R112023							T	Professional Services	5			22,000.00	
														Hyde Park Generator Upgrade					
BUA	60604010-44200	ENGHydStrm	ENG			R112023							T	Infrastructure	5		22,000.00		
														Hyde Park Generator Upgrade					
BUA	62604010-42200	ENGHydStrm	ENG			R112023							T	Operating Supplies	5			4,700.00	
														106th&Hoosier RAB Addl Strm wk					
BUA	62604010-44200	ENGHydStrm	ENG			R112023							T	Infrastructure	5		4,700.00		
														106th&Hoosier RAB Addl Strm wk					
BUA	62604010-43100	ENGHydStrm	ENG			R112023							T	Professional Services	5			9,000.00	
														106th&Hoosier RAB Addl Strm wk					
BUA	62604010-44200	ENGHydStrm	ENG			R112023							T	Infrastructure	5		9,000.00		
														106th&Hoosier RAB Addl Strm wk					
BUA	62604010-43200	ENGHydStrm	ENG			R112023							T	Comms And Transportation	5			1,000.00	
														106th&Hoosier RAB Addl Strm wk					
BUA	62604010-44200	ENGHydStrm	ENG			R112023							T	Infrastructure	5		1,000.00		
														106th&Hoosier RAB Addl Strm wk					
														JOURNAL 2023/11/27	TOTAL		.00	.00	
2023	11	54																	
BUA	10101012-43100	BSGAddSppl	BSG			R112023							T	Professional Services	5			1,000.00	
														Launc/Team Bldng Exp/Appr Supp					
BUA	10101012-42200	BSGAddSppl	BSG			R112023							T	Operating Supplies	5		1,000.00		
														Launc/Team Bldng Exp/Appr Supp					
														JOURNAL 2023/11/54	TOTAL		.00	.00	
2023	11	79																	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	LINE	DESC	T	OB	DEBIT	CREDIT
2023	11	105	BUA	10105016-42200	11/21/2023	FDAddSuppl	FD		R112023						T	FD xfer to cover supply costs	5				7,560.00	
				10105016-42200	11/21/2023	FDAddSuppl	FD		R112023						T	FD xfer to cover supply costs						
																JOURNAL 2023/11/79	TOTAL				.00	.00
2023	11	105	BUA	10101017-43100	11/21/2023	CSXSuppEOY	CSX		R1120223						T	Professional Services	5					33,877.21
				10101017-42200	11/21/2023	CSXSuppEOY	CSX		R1120223						T	CSX EOY Supply Exp	5				33,877.21	
					11/21/2023	CSXSuppEOY	CSX		R1120223						T	Operating Supplies						
																JOURNAL 2023/11/105	TOTAL				.00	.00
2023	11	234	BUA	20209011-43100	11/21/2023	PWSuppEY	DPW		R1120223						T	Professional Services	5					80,697.00
				20209011-42200	11/21/2023	PWSuppEY	DPW		R1120223						T	Pay Supply Expenses	5				80,697.00	
					11/21/2023	PWSuppEY	DPW		R1120223						T	Operating Supplies						
																JOURNAL 2023/11/234	TOTAL				.00	.00
2023	11	335	BUA	10109012-43100	11/13/2023	PWSupElcup	PWBULD	R112023							T	Professional Services	5					119,918.26
				10109012-44920	11/13/2023	PWSupElcup	PWBULD	R112023							T	Electrical Upgrade Cap Exp	5				119,918.26	
				10109012-43100	11/13/2023	PWSupElcup	PWBULD	R112023							T	Capital Expenses	5					
				10109012-42200	11/13/2023	PWSupElcup	PWBULD	R112023							T	Electrical Upgrade Cap Exp	5					40,000.00
					11/13/2023	PWSupElcup	PWBULD	R112023							T	Professional Services						
					11/13/2023	PWSupElcup	PWBULD	R112023							T	Electrical Upgrade Cap Exp	5				40,000.00	
					11/13/2023	PWSupElcup	PWBULD	R112023							T	Operating Supplies						
																JOURNAL 2023/11/335	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 **

RESOLUTION NO. R112023

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

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

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

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

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

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

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

ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 20th day of November, 2023.

R112023

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 20 day of November, 2023 at 5:00 p.m.

ATTEST:

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

11/20/2023
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE _____

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

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





Council Action Form

MEETING DATE	November 20, 2023			
TITLE	Ordinance Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 202_ (District South Project), and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving other Actions in Respect Thereto			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #: 100923A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Rick Hall, Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	Ordinance approves the issuance of Taxable Economic Development Revenue Bonds of the City in an amount not to exceed \$12,000,000 and the lending of the proceeds thereof to the Town Hall Building Corporation for the purpose of financing the acquisition, construction, renovation and equipping of a new mixed-use development, including multi-family residential units and commercial space, and the completion of related improvements and the payment of financing costs (the "Project"). The maximum term of the Bonds is 20 years, and the debt service will be payable from loan payments of the Town Hall Building Corporation, secured by lease rentals received by the Town Hall Building Corporation pursuant to a lease with the Redevelopment Commission, which lease is payable from TIF revenues and, if necessary, from property taxes (such lease is recommended for approval by the Common Council through a separate resolution). the Town Hall Building Corporation will also consider the terms of the lease as presented to the Common Council; the Redevelopment Commission will approve the lease, following a public hearing, at its October 30, 2023 meeting; and the EDC will hold a public hearing on the Bonds after which the EDC may give their approval the Bonds.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	Taxable Economic Development Revenue Bonds of the City in an amount not to exceed \$12,000,000.
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Ordinance
	2.	Deny the Ordinance and Provide Alternative Direction
	3.	
	4.	
PROJECT TIMELINE	The Bonds are anticipated to be issued in December	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Ordinance.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2.Exhibit A - Form of Trust Indenture (approved within Ordinance) 3.Exhibit B - Form of Loan Agreement (approved within Ordinance)	

TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

_____,
_____, _____,
As Trustee

\$ _____

**CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS,
SERIES 202_ (DISTRICT SOUTH PROJECT)**

Dated as of _____ 1, 2023

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of _____ 1, 2023 (this “Indenture”), by and between the CITY OF FISHERS, INDIANA (“Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana (the “State”) and _____, a _____, with a corporate trust office in _____, _____, as Trustee (“Trustee”);

WITNESSETH:

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

WHEREAS, to foster economic development, the Issuer and Fishers Town Hall Building Corporation (the “Borrower”) desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including multi-family residential units and commercial space, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of South Street, between Lantern Road on the east and the Nickel Plate Trail on the west (collectively, the “Project”), in accordance with the Project Agreement, dated as of _____, 2023 (the “Project Agreement”), among the City, the Borrower, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), the City of Fishers Economic Development Commission (the “Economic Development Commission”) and Rebar South Street, LLC ; and

WHEREAS, to satisfy its obligations under the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of all or a portion of the Project; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 202_ (District South Project) in the aggregate principal amount of \$_____ (the “Series 202_ Bonds”) pursuant to this Indenture, and to lend the proceeds of the Series 202_ Bonds pursuant to the provisions of the Loan Agreement, dated as of _____ 1, 2023, between the Issuer and the Borrower (“Loan Agreement”) for the purpose of paying certain costs of the Project, including capitalized interest; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of portions thereof will create additional employment opportunities in the Issuer, will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing, the Indenture, and the Series 202_ Bonds; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 202_ Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, the Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 202_ Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 202_ ("Series 202_ Note") in substantially the form attached thereto as Exhibit A; and

WHEREAS, pursuant to this Indenture, the Issuer will endorse the Series 202_ Note without recourse and assign certain of its rights under the Loan Agreement as security for the Series 202_ Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 202_ Note, and any other Notes issued under the Loan Agreement (collectively, the "Notes") except to the extent paid out of Bond proceeds; and

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Lease, dated as of _____, 2023, between the Borrower, as lessor, and the Redevelopment Commission, as lessee (the "Lease"), with respect to all or a portion of 96th Street between Lantern Road and Mollenkopf Road, including related improvements and fixtures located thereon, including any related improvements and fixtures located thereon; and

WHEREAS, pursuant to IC 36-7-14-25.5, the lease rentals under the Lease are payable from a special tax levied and collected by the Commission on all taxable property within the City of Fishers Redevelopment District, pursuant to IC 36-7-14-27 or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, certain tax increment revenues received by the Redevelopment Commission pursuant to IC 36-7-14-39 from the District South Allocation Area and the Downtown Allocation Area each of which is within the Consolidated Fishers/I-69 Economic Development Area; and

WHEREAS, the Notes issued under the Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Lease (the "Lease Rental Payments"); and

WHEREAS, the Series 202_ Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 202_ Bond)

R-____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 202_ (DISTRICT SOUTH PROJECT)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>
_____%	_____, 202__	_____, 202__	_____, 202__

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____)

The City of Fishers, Indiana (“Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments on the Series 202_ Note and Lease Rental Payments hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as provided for herein), and to pay interest hereon at the Interest Rate stated above from the interest payment date to which interest has been paid next preceding the date of authentication of this bond unless this bond is authenticated after the fifteenth day of the immediately prior month in which interest is payable in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, 202__ in which case it shall bear interest from the Original Date, until the principal shall be fully paid, which interest is payable on February 1 and August 1 of each year, beginning on _____ 1, 202__. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this bond is payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable interest payment date, to the person in whose name this bond is registered on the first day of the month of such interest payment date. Principal of and premium, if any, on this bond is payable in lawful money of the United States of America at the corporate trust operations office of _____, in _____, _____ (the “Registrar” and the “Paying Agent”) or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable interest payment date, to the person in whose name this bond is registered on the first day of the month of such interest payment date. This bond shall not need to be presented for payment except upon final maturity or redemption in full.

This bond is the only one of an authorized issue of bonds of the Issuer, all of like date, tenor and effect (except as to numbering, interest rates, and dates of maturity), in the aggregate principal amount of _____ Dollars (\$_____) (the “Series 202_ Bonds”), issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured

by, a Trust Indenture (the “Trust Indenture”), dated as of _____ 1, 2023, between the Issuer and _____ as trustee (the “Trustee”), to which reference is hereby made for a description of the property securing the Series 202_ Bonds and any additional parity Bonds issued thereunder (the “Additional Bonds”) (the Series 202_ Bonds and any Additional Bonds, collectively, the “Bonds”), the rights under the Trust Indenture of the Issuer, the registered owners of the Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree.

The Series 202_ Bonds are being issued for the purpose of providing funds to finance the acquisition, construction, renovation and equipping of a new mixed-use development, including multi-family residential units and commercial space, and the completion of related improvements and the payment of financing costs, by lending such funds to the Fishers Town Hall Building Corporation (the “Borrower”) pursuant to the Loan Agreement dated as of _____ 1, 2023 (“Loan Agreement”) between the Borrower and the Issuer. The Loan Agreement prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the Issuer its Note, Series 202_ (“Series 202_ Note”) in a principal amount equal to the principal amount of such Series 202_ Bonds in order to evidence such loan.

The Bonds are special and limited obligations of the Issuer payable solely from and secured exclusively by the Series 202_ Note, the Lease Rental Payments (as defined in the Trust Indenture), and other moneys assigned by the Trust Indenture. The Trust Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.8 thereof and allows the Issuer to terminate the security of the Trust Indenture for Bonds by establishing a trust fund under the conditions set out in Section 11.2 thereof. Reference is made to the Trust Indenture and to all indentures supplemental thereto and to the Loan Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the terms on which the Bonds are being issued and secured, and to all the provisions of which the holder hereof by the acceptance of this 202_ Bond assents.

The Series 202_ Bonds are issuable in registered form without coupons in the denominations of [integrals of Five Thousand Dollars/One Hundred Thousand Dollars (\$100,000) or One Thousand Dollar (\$1,000) integrals above such amount]. This Bond is transferable by the registered owner hereof at the corporate trust office of the Registrar, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This Bond may be exchanged upon surrender hereof at the corporate trust office of the Registrar, or at such office or offices as the Registrar may designate in writing to the registered owner, duly endorsed by the registered owner for the same aggregate principal amount of Bonds of the same maturity in authorized denominations as the registered owner may request.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

The Series 202_ Bonds may be redeemed prior to maturity at the option of the Issuer, in whole or in part, in inverse order of maturity or maturities or mandatory sinking fund redemption date selected by the Issuer and by lot within any maturity, on any date not earlier than _____ 1, 20__, from any moneys made available for that purpose, at face value plus interest accrued to the date fixed for redemption and without any premium.

The Series 202_ Bonds are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

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

* Final Maturity

The Trustee shall credit against the mandatory sinking fund requirement for any of the Series 202_ Bonds maturing on _____ 1, 20__ (the "Term Bonds"), and corresponding mandatory sinking fund redemption obligation, in inverse order of maturity or mandatory sinking fund redemption date, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations in inverse order of maturity or mandatory sinking fund redemption date, and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.

The Series 202_ Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance or a condemnation award received in certain circumstances relating to damage, destruction or condemnation of certain property owned by the Borrower and leased in exchange for the Lease Rental Payments.

If any of the Series 202_ Bonds are called for redemption as aforesaid, unless waived by the Registered Owners, notice thereof identifying the Series 202_ Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 202_ Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 202_ Bond, shall not affect the validity of any proceedings for the redemption of other Series 202_ Bonds.

All Series 202_ Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that

time, and shall no longer be protected by the Trust Indenture and shall not be deemed to be outstanding under the provisions of the Trust Indenture.

The Series 202_ Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 202_ Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Trust Indenture, the Lease Rental Payments and the payments to be made on the Series 202_ Note issued under the Loan Agreement pledged and assigned for their payment in accordance with the Trust Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 202_ Bond. The Series 202_ Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 202_ Bonds. No covenant or agreement contained in the Series 202_ Bonds or the Trust Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the City of Fishers Economic Development Commission (the "Commission"), the Fishers Redevelopment Commission (the "Redevelopment Commission"), the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 202_ Bonds shall be liable personally on the Series 202_ Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 202_ Bonds.

The holder of this Series 202_ Bond shall have no right to enforce the provisions of the Trust Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Trust Indenture, the principal of all the Bonds issued under the Trust Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Trust Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Trust Indenture. The Series 202_ Note and the obligation to pay Lease Rental Payments shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Trust Indenture precedent to and in the issuance of this Series 202_ Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 202_ Bond have been duly authorized by the Issuer.

This Series 202_ Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Trust Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fishers, Indiana, in Hamilton County, has caused this Series 202_ Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City Council and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Controller all as of _____, 202_.

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Controller

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 202_ Bond is one of the Series 202_ Bonds described in the within mentioned Trust Indenture.

REGIONS BANK, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within Series 202_ Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 202_ Bond on the books kept for registration thereof, with full power of substitution in the premises.

100923A

Signature Guaranteed:

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

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 202_ Bond in every particular, without alteration or enlargement or any change whatever.

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

TEN. COM. as tenants in common

TEN. ENT. as tenants by the entireties

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

UNIF. TRANS.
MIN. ACT

(Cust.) Custodian _____
(Minor)

Under Uniform Transfers to Minors Act of

(State)

Additional abbreviations may also be used though not in the above list.

(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or

obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described (“Trust Estate”):

GRANTING CLAUSE

DIVISION I

The Series 202_ Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

DIVISION II

All right, title, and interest of the Issuer in and to the Loan Agreement (except the rights reserved to the Issuer), including the all right, title, and interest of the Issuer in the Lease Rental Payments; and

DIVISION III

All moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Additional Bonds” shall have the meaning assigned in Section 2.8 of this Indenture.

“Annual Fees” means the annual fees charged by the Trustee for services provided as the trustee and paying agent under this Indenture.

“Authorized Issuer Representative” means any of the Mayor or Controller of the Issuer.

“Authorized Borrower Representative” means any of the Mayor or Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

“Bond Fund” means the fund established by the Issuer as set forth in Section 4.2 of this Indenture.

“Bonds” means any Bonds issued pursuant to this Indenture, including the Series 202_ Bonds.

“Borrower” means the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation, and its permitted successors and assigns under the Loan Agreement.

“Capitalized Interest Account” means the account created by the Issuer as set forth in Section 4.3 of this Indenture.

“Commission” means the City of Fishers Economic Development Commission.

“Construction Account” means the account created by the Issuer as set forth in Section 4.3 of this Indenture.

“Construction Fund” means the fund established by the Issuer as set forth in Section 4.3 of this Indenture.

“Event of Default” means those events of default specified in and defined by Section 7.1 hereof.

“Financed Project Costs” means the following categorical costs of providing for an “economic development project” as defined and set forth in the Act:

(a) the “Bond Issuance Costs”, namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 202_ Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, fees of the Issuer’s financial advisor, the acceptance fee of the Trustee and the first year of the Trustee’s fees hereunder, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower’s accountants, the fees and disbursements of counsel to the Issuer, the costs of preparing or printing the Series 202_ Bonds and the documentation supporting the issuance of the Series 202_ Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(b) the “Capitalized Interest Costs”, namely all of the interest accruing on the 202_ Bonds through and including _____ 1, 20__;

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

(d) all costs and expenses which Issuer or Borrower shall be required to pay, or advance under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project, including the amounts required under the Project Agreement to be deposited under the Funding Agreement and disbursed for the payment of the costs pursuant to the Funding Agreement; and

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

“Funding Agreement” shall have the meaning assigned in the Project Agreement.

“Funds and Accounts” shall mean the funds and accounts established in Article IV of this Indenture.

“Government Obligations” shall have the meaning assigned in the Loan Agreement.

“Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

“Interest Payment Date” on the Series 202_ Bonds means each February 1 and August 1 (whether or not a business day), commencing _____ 1, 202_.

“Issuer” means the City of Fishers, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Loan Agreement and the Indenture.

“Leased Premises” means, collectively, the Leased Premises as set forth in the Lease.

“Lease” means, means the Lease, dated as of _____, 2023, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

“Lease Rental Payments” means lease rental payments made by the Redevelopment Commission as a lessee under the Lease.

“Loan Agreement” means the Loan Agreement, dated as of _____ 1, 2023, between the Borrower and the Issuer and all amendments and supplements thereto.

“Note” or “Notes” shall have the meaning assigned in the Loan Agreement.

“Operation Fund” means the fund established by the Issuer as set forth in Section 4.6 of this Indenture.

“Opinion of Counsel” shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Borrower and who shall be satisfactory to the Trustee in its reasonable discretion.

“Original Issue Date” means _____, 2023.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

“Paying Agent” means the Trustee and any successor paying agent or co-paying agent.

[“Placement Agent” means _____ pursuant to a Placement Agent Agreement between the Issuer and _____ dated as of _____, 2023.]

“Project” means the acquisition, construction, renovation and equipping of a new mixed-use development, including multi-family residential units and commercial space, and the completion of related improvements and the payment of financing costs, all generally located on the south side of South Street, between Lantern Road on the east and the Nickel Plate Trail on the west.

“Project Agreement” means the Project Agreement, dated _____, 2023, among the Issuer, the Borrower, the Redevelopment Commission, the Commission and Rebar South Street, LLC.

“Qualified Investments” shall have the meaning assigned in the Loan Agreement.

“Record Date” means the fifteenth day of the month preceding any Interest Payment Date.

“Redevelopment Commission” means the City of Fishers Redevelopment Commission.

“Requisite Bondholders” means the holders of 66 2/3% in aggregate principal amount of Bonds then Outstanding.

“Series 202_ Bonds” means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 202_ (District South Project) in the aggregate principal amount of \$ _____

“Series 202_ Note” shall have the meaning assigned in the Loan Agreement.

“Trust Estate” means the funds and accounts, the Series 202_ Note, the Lease Rental Payments, and the other assets described in the Granting Clauses of this Indenture.

“Trustee” means _____, a _____, the party of the second part hereto, and any successor trustee or co-trustee.

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

(a) “This Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

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

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

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

(e) Any terms not defined herein but defined in the Loan Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Construction Account Disbursement Request

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 202_ Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 202_ Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to \$ _____. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 202_ Bonds. The Series 202_ Bonds shall be designated “City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 202_ (District South Project).” The Series 202_ Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of [integrals of Five Thousand Dollars/One Hundred Thousand Dollars (\$100,000) or One Thousand Dollar (\$1,000) integrals above such amount], and shall be lettered and numbered R-1 and upward. Interest on the Series 202_ Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Series 202_ Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 202_ Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 202_.

The Series 202_ Bonds shall mature on _____ 1, 20__ and bear interest at the rate of _____ percent (____%) per annum.

The Series 202_ Bonds maturing on _____ 1, 20__, shall be the “Term Bonds” and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 5.1(c).

The Series 202_ Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 202_ Bonds shall be in default, Series 202_ Bonds issued in exchange for Series 202_ Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 202_ Bonds or, if no interest has been paid on the Series 202_ Bonds, from the date of issuance and delivery of the Series 202_ Bonds. Series 202_ Bonds authenticated on or prior to January 15, 2023 shall bear interest from the date of delivery of the Series 202_ Bonds.

Section 2.3. Payment on Bonds. The interest on the Series 202_ Bonds shall be payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount who requests the same in writing to the Paying Agent at least five (5) business days prior to the applicable interest payment date, to the person in whose name each Series 202_ Bond is registered on the first day of the month of such interest payment date. The principal of the Series 202_ Bonds shall be payable in lawful money of the United States of America, at the corporate trust operations office of the Paying Agent in _____, _____ or by wire transfer of immediately available funds to a registered owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable principal payment date. The Series 202_ Bonds shall not need to be presented for payment except upon final maturity or redemption in full.

Section 2.4. Execution; Limited Obligation. The Series 202_ Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor of the Issuer and attested with the manual or the facsimile signature of the Controller of the Issuer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Series 202_ Bonds. If any officer whose signature or facsimile signature shall appear on the Series 202_ Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 202_ Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 202_ Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Indenture, the Lease Rental Payments and the payments to be made on the Series 202_ Note issued under the Loan Agreement pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 202_ Bond. The Series 202_ Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 202_ Bonds. No covenant or agreement contained in the Series 202_ Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 202_ Bonds shall be liable personally on the Series 202_ Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 202_ Bonds.

Section 2.5. Authentication. No Series 202_ Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Series 202_ Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Series 202_ Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Series 202_ Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Series 202_ Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 202_ Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 202_ Bonds in the aggregate principal amount of \$_____. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

- (a) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Loan Agreement and this Indenture and the issuance of the Series 202_ Bonds.
- (b) Executed counterparts of the Loan Agreement, the Indenture, and the Lease.
- (c) The Series 202_ Note in the same principal amount as the principal amount of the Series 202_ Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.
- (d) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 202_ Bonds in the principal amount of _____ to the purchasers thereof.

The proceeds of the Series 202_ Bonds shall be paid over to the Trustee and deposited to the credit of various Funds and Accounts as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds in addition to the Series 202_ Bonds ("Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding all or a portion of one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, and (ii) financing the cost or estimated cost of completing the Project or of acquiring and/or constructing additional improvements to the Project, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any. Each series of Additional Bonds issued hereunder shall be equal in aggregate principal amount to the principal amount of the additional Note being then currently issued.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

- (a) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning the Additional Note being then currently issued as security therefor and providing for the disposition of the proceeds of the sale thereof.
- (b) The supplement or amendment to the Loan Agreement and the other instruments, documents, certificates, and opinions referred to in Section 7.1 of the Loan Agreement.
- (c) The Additional Note being then concurrently issued, made payable to the order of the Issuer, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.
- (d) If necessary, a supplement or amendment to the Lease.
- (e) A report or a certificate prepared by an independent certified public accountant or an independent financial advisor selected by the Issuer supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 202_ Bonds, from Lease Rental Payments pursuant to the Lease.
- (f) A copy, duly certified by the Clerk of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Loan Agreement and the issuance of such Additional Bonds.
- (g) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.
- (h) An opinion of bond counsel to the effect that (i) such supplement to this Indenture has been duly executed by the Issuer and constitutes the valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms; and (ii) the Additional Bonds have been duly and validly authorized and issued by the Issuer and constitute the valid and binding limited obligations of the Issuer enforceable against the Issuer in accordance with their terms. The opinion of bond counsel may be qualified as to such matters as are acceptable to the Issuer and the Trustee, and include, without limitation, customary exceptions as to bankruptcy, insolvency and other laws affecting creditors' rights generally and customary exceptions as to principles of equity.
- (i) An opinion of an independent public accountant, supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the 202_ Bonds from lease rental payments pursuant to the Lease.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture and shall be equally and ratably payable from all Notes issued under the Loan Agreement, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Borrower, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Series 202_ Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 202_ Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 202_ Bond, such mutilated Series 202_ Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 202_ Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 202_ Bond shall have matured, instead of issuing a duplicate Series 202_ Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 202_ Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 202_ Bond with their reasonable fees and expenses in this connection. Any Series 202_ Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 202_ Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 202_ Bonds; Owners. The Issuer shall cause books for the registration and for the transfer of the Series 202_ Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 202_ Bond at the corporate trust operations office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 202_ Bond or Series 202_ Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 202_ Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 202_ Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 202_ Bond during the period between the Record Date and any interest payment date of such Series 202_ Bond, nor to transfer or exchange any Series 202_ Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Series 202_ Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 202_ BONDS PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit with the Trustee in the Construction Fund all proceeds from the sale of the Series 202_ Bonds in an amount equal to \$_____, as follows: (i) funds in the amount of \$_____ shall be deposited in the Capitalized Interest Account; and (iii) funds in the amount of \$_____ shall be deposited in the Construction Account.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

In addition, there shall be deposited in the Bond Fund, as and when received, (i) all payments received pursuant to the Notes, including the required deposits of Lease Rental Payments pursuant to Section 4.5 hereof; (ii) all payments specified in Section 3.2 of the Loan Agreement; (iii) any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 202_ Bonds; (iv) all interest and other income derived from investments of Bond Fund moneys as provided herein; and (vi) all other moneys received by the Trustee under and pursuant to any of the provisions of the Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Notes and the Loan Agreement, including the Lease Rental Payments, promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Notes, the Loan Agreement, and the Lease Rental Payments.

The Borrower shall immediately upon receipt transfer the Lease Rental Payments to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit into the Bond Fund from each Lease Rental Payment, an amount equal to the lesser of the following: (a) all of such rental payment; or (b) an amount which equals the sum of the principal and interest on the Bonds due on, before or within twenty (20) days after the date such Lease Rental Payment becomes due. Any portion of a rental payment remaining after such deposit shall be deposited by the Trustee in the Operation Fund.

Moneys in the Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due.

Section 4.3. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the Capitalized Interest Account and the Construction Account.

(a) The Trustee shall, without other or further authority than is hereby given, use all of the proceeds of the Series 202_ Bonds from the Capitalized Interest Account, or if the Capitalized Interest Account is not sufficient, then from the Construction Account, to pay all of interest accruing on the Series 202_ Bonds through and including _____ 1, 202_. Once all funds are paid out of the Capitalized Interest Account, the Capitalized Interest Account shall be closed.

(b) Moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Borrower to pay for the Financed Project Costs. Upon receipt by the Trustee of a written request in the form attached hereto as Exhibit A signed by an Authorized Borrower Representative:

(1) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Financed Project Costs;

(2) stating that no part of the said costs was included in any written request previously filed with the Trustee under the provisions hereof;

(3) stating a recap of payees and the amount paid; and

(4) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Once all funds are paid out of the Construction Account, the Construction Account shall be closed.

Section 4.4. [RESERVED].

Section 4.5. Lease Rental Payments. On or before each January 15 and July 15, commencing on _____, 202_, the Borrower shall transfer the Lease Rental Payments received by the Borrower on or before such January 15 or July 15 to the Trustee, who shall deposit such Lease Rental Payments in the Bond Fund for the payment of the Series 202_ Bonds on the next Interest Payment Date. The transfers to the Bond Fund shall serve as a credit against the Borrower's obligations under the Series 202_ Note and the Loan Agreement with respect to the Series 202_ Bonds.

Section 4.6. Operation Fund. There is hereby established and created a fund designated as the Operation Fund. The Operation Fund shall be used only to pay necessary incidental expenses of the Issuer (e.g. Trustee's fees, including Annual Fees, required audits, attorney's fees,

appraisals, meetings, expenses incurred in connection with any continuing disclosure obligations of the Issuer or the Borrower in relation to the Bonds), the payment of principal of and interest on the Bonds upon redemption as authorized in Article V hereof or the purchase price of Bonds purchased as authorized by Section 4.7 hereof, and if the amount in the Bond Fund at any time is less than the required amount, the Trustee shall, without any further authorization, transfer funds from the Operation Fund to the Bond Fund in an amount sufficient to raise the amount in the Bond Fund to the required amount. Such action by the Trustee shall not constitute a waiver of any other right or remedy the Trustee may have under this Indenture. Incidental expenses shall be paid by the Trustee upon the presentation of an affidavit executed by an Authorized Issuer Representative stating the character of the expenditure, the amount thereof and to whom due, together with the statement of the creditor as to the amount owing, except for the payment of Trustee's fees which requires no such affidavit from an Authorized Issuer Representative.

Notwithstanding anything herein to the contrary, upon receipt by the Trustee of a Request for Release of Funds, as defined below, the Trustee shall in a commercially reasonable amount of time release to the Issuer funds in the Operation Fund in accord with such Request for Release of Funds. For these purposes, a "Request for Release of Funds" means a written request made by the Issuer which (i) is signed by an Authorized Issuer Representative, (ii) sets forth the amount requested to be released from the Operation Fund to the Issuer, and (iii) includes a statement, accompanied by supporting schedules prepared by an accountant or firm of accountants which verify the statement, that the balance to be held in the Operation Fund immediately after such amount is released to the Issuer is expected to be sufficient to meet the known and anticipated payments and transfers to be satisfied from the Operation Fund in the then next succeeding eighteen months. The supporting schedules shall identify with particularity the anticipated sources and applications of funds. The statement and supporting schedules required by clause (iii) above shall not include anticipated investment earnings based on assumptions about reinvestment rates, but may include known investment earnings scheduled to be received on then current investments, and shall include any known or anticipated gain or loss from the disposition of investments. Notwithstanding the foregoing provisions of this paragraph, the Trustee shall not so release funds from the Operation Fund to the Issuer during any time that there exists an uncured or unwaived event of default hereunder (as defined in Article VII), or an event which with notice or lapse of time or both would become such an event of default, or if the Trustee determines, which determination may be in reliance upon an Opinion of Counsel, that the information set forth in the Request for Release of Funds (including the supporting schedules) is not reasonably consistent with the books and records of the Trustee or is otherwise not accurate or appropriate.

Section 4.7. Redemption and Purchase of Bonds. Whenever the amounts contained in the Bond Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Issuer, to redeem, upon the next redemption date, all Bonds secured thereby then outstanding, the Trustee shall apply the amounts in such Funds to the redemption of such Bonds pursuant to Article V hereof. At the written request of an Authorized Issuer Representative delivered to the Trustee, the Trustee may remove funds from the Operation Fund to be used for the redemption of Bonds, or for the purchase of Bonds.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject to

lien or attachment of any creditor of the Issuer or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 202_ BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) The Issuer shall have the right, at its option, to redeem, according to the procedure hereinafter provided, the Series 202_ Bonds, in whole or in part, in inverse order of maturity or mandatory sinking fund redemption date, on any date not earlier than _____ 1, 20__, at face value, plus interest accrued to the date fixed for redemption and without premium.

(b) The Series 202_ Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of condemnation in certain circumstances as described in Section 6.9 and 6.10 hereof.

(c) From moneys held in the Bond Fund, the Series 202_ Bonds maturing on _____ 1, 20__, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest to the redemption date and without premium:

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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* Final Maturity

(d) The Trustee shall credit against the mandatory sinking fund requirement for any Term Bonds, and corresponding mandatory sinking fund redemption obligation, in inverse order of maturity or mandatory sinking fund redemption date, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations in inverse order of maturity or mandatory sinking fund redemption date, and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.

Section 5.2. Notice to Trustee. To evidence its intention to exercise the right of redemption of any Series 202_ Bonds, the Issuer shall, not less than forty-five (45) days prior to the date selected for redemption, file with the Trustee written notice of its intention to redeem, designating the date fixed for redemption, and if less than all of the outstanding Series 202_ Bonds are to be redeemed stating the aggregate principal amount of Bonds which the Issuer desires to

redeem. No failure or defect in such notice by the Issuer to the Trustee shall affect the validity of the redemption of any Series 202_ Bonds.

Section 5.3. Notice to Bondholders. In the case of redemption of Series 202_ Bonds pursuant to Section 5.1 hereof, unless waived by the Registered Owners of the Series 202_ Bonds to be redeemed, notice of the call for any such redemption identifying the Series 202_ Bonds, or portions of fully registered Series 202_ Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 202_ Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent and in the event of a partial redemption, the Series 202_ Bond numbers and called amounts of each Series 202_ Bond; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 202_ Bond shall not affect the validity of any proceedings for the redemption of other Series 202_ Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 202_ Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.4. Cancellation. All Series 202_ Bonds which have been redeemed in whole shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued in accordance with the Trustee's destruction policy then in effect.

Section 5.5. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 202_ Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 202_ Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 202_ Bond until such Series 202_ Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 202_ Bond.

Section 5.6. Partial Redemption of Bonds. If fewer than all of the Series 202_ Bonds at the time outstanding are to be called for redemption, such partial redemption shall be applied in inverse order of maturity or sinking fund redemption date. If fewer than all of the Series 202_ Bonds within a maturity are to be redeemed, the Series 202_ Bonds shall be redeemed in inverse order of maturity or mandatory sinking fund redemption date. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 202_ Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 202_ Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$5,000 or integral multiples thereof.

If less than the entire principal amount of any registered Series 202_ Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered Series 202_ Bond shall forthwith surrender such Series 202_ Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 202_ Bond or Series 202_ Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 202_ Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the trust estate consisting of the funds and accounts held under this Indenture, the Lease Rental Payments, and the payments to be made on the Note which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of the funds and accounts held under this Indenture, the Lease Rental Payments and the payments to be made on the Notes issued under the Loan Agreement pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer in his or her individual capacity, no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge and assign the Series 202_ Note, pledge and assign the Lease Rental Payments, and assign the Loan Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally

and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof it will lawfully own the Series 202_ Note and that such pledge and assignment and the assignment of the Loan Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend the title to the Series 202_ Note and its interest in the Loan Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 202_ Note, the Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, Loan Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Borrower, shall cause this Indenture, the Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto. The expenses related to the filing of any continuation of a financing statement shall be paid by the Borrower.

Section 6.5. Leased Premises. The Issuer covenants that it will cause the Borrower to maintain, or cause to be maintained, the Leased Premises in good working condition for the uses for which the Leased Premises are intended.

Section 6.6. List of Bondholders. The Trustee will keep on file at the designated corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Borrower or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Loan Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of the Loan Agreement. The Trustee shall not be liable or responsible for any loss resulting from any

such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited. In the absence of written direction from the Issuer, the Trustee shall invest funds in Fidelity Government Money Market Class III Fund #657 (CUSIP #316175603), which is hereby deemed to be a Qualified Investment.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall escheat in accordance with State of Indiana law.

Section 6.10. Insurance on Leased Premises. Pursuant to Section 3.3 of the Loan Agreement, the Borrower covenants that it will maintain or cause to be maintained certain insurance with respect to the Leased Premises. In case the Borrower at any time refuses, neglects, or fails to obtain certificates of insurance or to effect the insurance as set forth above, the Trustee may, in its discretion, procure such certificates or insurance, and all moneys paid by the Trustee for such certificates or insurance, together with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, shall be repaid by the Borrower upon demand, and shall constitute an additional indebtedness of the Borrower secured by the lien of this Indenture, prior and paramount to the lien hereunder of said Bonds and interest thereon. The Trustee may require, as a condition of procuring such insurance full indemnification against the expense thereof and full payment of the means therefor.

Section 6.11. Condemnation. (a) In the event all or part of the Leased Premises is taken by exercise of the power of eminent domain, the Borrower shall apply the net proceeds of any condemnation award to the replacement or reconstruction of the Leased Premises.

(b) In the event the Borrower does not commence to replace or reconstruct the Leased Premises as contemplated by the Lease, within ninety (90) days from the date of entry of a final order in any eminent domain proceeding, or the Borrower, having commenced such work of replacement or reconstruction, abandons or fails diligently to prosecute the same, the Trustee may, if provided indemnification satisfactory to the Trustee together with the written direction from the Requisite Bondholders, make or complete such repairs, replacements or reconstructions, and if it shall elect to do so, may enter upon said premises to any extent necessary for the accomplishment of such purposes, provided, nothing contained herein shall obligate the Trustee to make or complete any such replacements or reconstructions, and provided further, the Trustee may not make or complete such replacements or reconstructions if the Issuer has instructed the Borrower not to undertake such work in accordance with the Lease.

(c) In case the Borrower fails or refuses to proceed forthwith in good faith with the replacement or reconstruction of the Leased Premises which has been taken by eminent domain, and such negligence, failure or refusal continues for one hundred twenty (120) days, upon receipt of the eminent domain award proceeds, the Trustee shall (unless the Trustee proceeds to make the replacements or reconstructions as above provided) apply such proceeds in the following manner:

(i) If the proceeds are sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the redemption of such Bonds at any time, in the manner provided in Article IV of this Indenture but without premium or penalty and without regard to whether the Bonds are then subject to optional redemption, and with the same force and effect as if such redemption had been made at the option of the Borrower.

(ii) If the proceeds are not sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the partial redemption of outstanding Bonds at any time, without premium or penalty and without regard to whether the Bonds are then subject to optional redemption.

Any redemption of the Bonds shall be accomplished such that the Lease Rental Payments received from the remaining Leased Premises which have not been so taken by eminent domain shall be sufficient to pay the principal of and interest on the Bonds which have not been redeemed pursuant to this Section 6.11(c), as certified in writing to the Trustee by an Authorized Issuer Representative and Authorized Borrower Representative.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an “event of default,” that is to say, if:

(a) payment of any principal or interest payable on the Bonds shall not be made when the same is due and payable, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by acceleration as hereinafter provided; or

(b) any event of default as defined in Section 5.1 of the Loan Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected Lease Rental Payments as required by Article IV of this Indenture.

Section 7.2. Acceleration. Upon the happening of any event of default specified in Section 7.1 and the continuance of the same for the period, if any, specified in that Section, the Trustee, by notice in writing delivered to the Issuer and the Borrower, shall declare the entire unpaid principal amount of the Bonds then outstanding, and the interest accrued thereon, to be immediately due and payable. The Redevelopment Commission’s obligation to pay Lease Rental Payments shall not be subject to acceleration.

Section 7.3. Remedies; Rights of Bondholders.

(a) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Borrower under the Loan Agreement, the Notes and any additional notes.

(b) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(c) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(e) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the due date of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower, or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and Requisite Bondholders shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice

the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Borrower and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee may in its discretion waive and shall at the written direction of the Requisite Bondholders, waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. In taking any actions hereunder, the Trustee shall be entitled to indemnity satisfactory to it from the holders of the Bonds.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Borrower). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Borrower under the Loan Agreement; but the Trustee may require of the Issuer or the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Borrower by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Borrower under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Borrower as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust operations office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture. Except as otherwise specifically stated in this Indenture, the Issuer shall provide at its expense any indemnity hereunder requested by the Trustee.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services as provided herein and in the Loan Agreement. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of bankruptcy of the Issuer, any fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the designated corporate trust office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or

transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer and the Borrower and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the designated corporate trust office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee signed by (i) the Issuer if no event of default has occurred and is continuing unremedied or unwaived; or (ii) the Requisite Bondholders. All fees and expenses of the Trustee shall be paid prior to its removal becoming effective.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. If a successor Trustee has not been appointed within thirty (30) days of the notice of resignation or removal of the Trustee, the Trustee may appoint a successor or may petition a court of competent jurisdiction for the appointment of a successor, and any such action of a court shall be binding upon the parties. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights,

powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent, Registrar and Transfer Agent; Resignation or Removal of Paying Agent, Registrar or Transfer Agent. The Trustee is hereby appointed “Paying Agent”, “Registrar” and “Transfer Agent” under this Indenture. Any Paying Agent, Registrar or Transfer Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least sixty (60) days’ written notice to the Issuer, the Borrower and the Trustee. Any Paying Agent, Registrar or Transfer Agent may be removed at any time by an instrument, filed with such Paying Agent, Registrar or Transfer Agent and the Trustee and signed by the Issuer and the Borrower. Any successor Paying Agent, Registrar or Transfer Agent shall be appointed by the Issuer at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least One Hundred Million Dollars (\$100,000,000), willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, Registrar or Transfer Agent, such Paying Agent, Registrar or Transfer Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent, Registrar or Transfer Agent to its successors, or if there is no successor, to the Trustee.

Section 8.12. Indemnification. To the extent permitted by law, the Issuer hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs, and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder, unless such losses, liabilities, costs, and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of this Indenture.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional security, revenues, properties or collateral;
or
- (d) To make any other change in this Indenture which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Borrower, the Issuer or the holders of the Bonds;
or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.
- (f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the

holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 202_ Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which materially affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Borrower at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. Opinion of Counsel. The Trustee shall receive prior to its entry into any supplemental indenture under this Article IX, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Issuer, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article IX, to join in the execution of such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE LOAN AGREEMENT

Section 10.1. Amendments, etc., to Loan Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Borrower shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement as may be required (i) by the provisions of the Loan Agreement and this Indenture, including particularly amendments to the Loan Agreement relating to the issuance of additional notes, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc., to Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the consent of the Borrower and the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the Loan Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

Section 10.4. Opinion of Counsel. The Trustee shall receive prior to its consent to any amendment to the Loan Agreement under this Article X, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for the Issuer, as conclusive evidence that any such proposed amendment to the Loan Agreement complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article X, to consent to such Loan Agreement amendment.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Borrower under the Loan Agreement, the Notes and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds) when

- (a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;
- (b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Loan Agreement, the Notes and in this Indenture; and
- (c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of the State of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) cash sufficient to make such payment, (2) Government Obligations, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (3) a combination of cash and such Government Obligations, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Borrower, in Government Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Government Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Series 202_ Bonds. If the Owner of any Series 202_ Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 202_ Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer, or the Borrower with respect to that Series 202_ Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and

premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Borrower, or the directors, trustees, officers or members of the Borrower. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust Borrower, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust Borrower or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust Borrower, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Borrower, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified or overnight mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the Loan Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

Section 11.13. Reconstruction or Substitution of Leased Premises. If all or a portion of the Leased Premises shall be damaged or destroyed or subject to condemnation, the Borrower, shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Lease.

(End of Article XI)

IN WITNESS WHEREOF, the City of Fishers, Indiana, has caused these presents to be signed in its name and behalf by the Mayor of the City and its corporate seal to be hereunto affixed and attested by its Controller, and to evidence its acceptance of the trusts hereby created, _____ has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Controller

_____, as Trustee

By: _____
(Written Signature)

(Printed Signature)

Attest:

(Written Signature)

(Printed Signature)

100923A

[Signature Page of Trust Indenture]

EXHIBIT A

CONSTRUCTION ACCOUNT DISBURSEMENT REQUEST

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 202_ (DISTRICT SOUTH PROJECT)

Request for Disbursement from Construction Account

Request No. ____

Attn: Corporate Trust Services

THE UNDERSIGNED hereby certifies that he/she is an Authorized Borrower Representative within the respective meanings of the Trust Indenture, dated as of _____ 1, 2023 (the "Trust Indenture"), between the City of Fishers, Indiana and _____, as trustee (the "Trustee"). Terms used in this Request and not defined in this Request are used with the meanings ascribed to such terms in the Trust Indenture.

Pursuant to Section 4.3(c) of the Trust Indenture, the Borrower hereby orders the Trustee to pay the Financed Project Costs, as described on Schedule 1 to this Request.

IN SUPPORT OF THIS REQUEST, the undersigned Authorized Borrower Representative of the Borrower certifies as follows:

1. The aggregate costs or obligations set forth in this Request (a) have been made or incurred, (b) were necessary for the construction of the Project, and (c)(i) were made or incurred in accordance with the effective construction contracts, plans and specifications or purchase contracts or (ii) are for otherwise allowable Financed Project Costs;

2. The amount(s) paid or to be paid is(are) reasonable and represent(s) a part of the amount(s) payable for the Financed Project Costs; and such payment(s) was(were) made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

3. No part of such costs or obligations was included in any written request previously filed with the Trustee under the provisions of the Trust Indenture;

4. Exhibit A to this Request is a "recap" of the vendors and the respective amounts paid or to be paid pursuant to this Request; and

5. Such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Date: _____

FISHERS TOWN HALL BUILDING
CORPORATION

By: _____

Printed: _____

Title: _____

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>

LOAN AGREEMENT

BETWEEN

FISHERS TOWN HALL BUILDING CORPORATION

AND

CITY OF FISHERS, INDIANA

Dated as of _____ 1, 2023

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

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LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of _____ 1, 2023 (the “Loan Agreement”) between FISHERS TOWN HALL BUILDING CORPORATION, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana (the “Borrower”), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “Issuer”).

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

WHEREAS, to foster economic development, the Issuer and the Borrower desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including multi-family residential units and commercial space, and the completion of related improvements and the payment of financing costs, all generally located on the south side of South Street, between Lantern Road on the east and the Nickel Plate Trail on the west (collectively, the “Project”) to be constructed in accordance with the Project Agreement, among Rebar South Street, LLC (and any affiliate of such entity, the “Developer”), the Issuer, the Borrower, the Fishers Redevelopment Commission (the “Redevelopment Commission”), and the Fishers Economic Development Commission (the “Commission”), dated as of _____, 2023 (the “Project Agreement”); and

WHEREAS, pursuant to the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of the construction of a portion of the Project and related improvements; and

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

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 202_ (District South Project) in the aggregate principal amount of \$ _____ (the “Series 202_ Bonds”) pursuant to the Indenture, between the Issuer and _____, as trustee (the “Trustee”), dated _____ 1, 2023 (the “Indenture”), and to lend the proceeds of the Series 202_ Bonds pursuant to the provisions of this Loan Agreement for the purpose of paying certain costs of the Project, including capitalized interest; and

WHEREAS, this Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 202_ Bonds and further provides for the Borrower’s repayment

obligation to be evidenced by the Borrower's Note, Series 202_ (the "Series 202_ Note") in substantially the form attached hereto as Exhibit A;

WHEREAS, pursuant to the Indenture, the Issuer will pledge and assign the Series 202_ Note and assign certain of its rights under this Loan Agreement to the Trustee as security for the Series 202_ Bonds;

WHEREAS, the Bonds issued under the Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 202_ Note and any other Notes issued hereunder (collectively, the "Notes"); (ii) Bond proceeds, or (iii) investment earnings on each of the foregoing funds;

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Lease, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, dated as of _____, 2023, as amended, with respect to the portion of with respect to all or a portion of 96th Street, between Lantern Road and Mollenkopf Road, including related improvements and fixtures located thereon, in the Issuer (the "Lease"); and

WHEREAS, pursuant to such IC 36-7-14-25.5, the lease rentals under the Lease are payable Special Tax Revenues (as defined herein), or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including from the TIF Revenues (as defined herein); and

WHEREAS, the Notes issued under this Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Lease (the "Lease Rental Payments").

PRELIMINARY STATEMENT AND GRANTING CLAUSES

In consideration of the premises, the loan of the proceeds of the Series 202_ Bonds to be made by the Issuer, the acceptance of the Series 202_ Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this Loan Agreement.

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

In consideration of the premises, the loan of the proceeds of the Series 202_ Bonds to be made by the Issuer, the acceptance of the Series 202_ Note by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Notes and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this Loan Agreement and by these presents does assign, grant, mortgage and warrant,

and grant a security interest in, to the Issuer and its successors and assigns forever, all of the following described property:

- (i) All moneys and securities from time to time held by the Issuer or the Trustee under the terms of this Loan Agreement or the Indenture; and
- (ii) All right, title and interest of the Borrower in the Lease, including the Lease Rental Payments; and
- (iii) All other properties and moneys hereafter pledged to the Trustee by the Borrower to the extent of that pledge.

TO HAVE AND TO HOLD all and singular, the above described property (the "Security"), whether now owned or hereafter acquired, unto the Issuer, its successors and assigns forever; provided, however, that this Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this Loan Agreement to be kept, performed and observed by the Borrower, then this Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

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

ARTICLE I.

DEFINITIONS AND EXHIBITS

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

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

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

“Annual Fees” means the annual fees charged by the Trustee for services provided as the trustee and paying agent under the Indenture.

“Authorized Borrower Representative” means the Mayor or the Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

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

“Bond Fund” means the Bond Fund established by Section 4.2 of the Indenture.

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

“Bonds” means the Series 202_ Bonds, the Additional Bonds and any other bonds issued under the Indenture.

“Borrower” means Fishers Town Hall Building Corporation, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, and its successors or assigns hereunder.

“Commission” means the City of Fishers Economic Development Commission.

“Construction Fund” means the Construction Fund established in Section 4.3 of the Indenture.

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

“Developer” means Rebar South Street, LLC and any affiliates or successors and assigns of such entity under the Project Agreement.

“Financed Project Costs” shall have the meaning assigned in the Indenture.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody’s Investors Service (“Moody’s”), Standard & Poors Rating Group (“S&P”) or Fitch Ratings (“Fitch”) and (ii) in the event that any bonds are defeased with such obligations in whole or in part those Bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody’s, S&P or Fitch.

“Indenture” means the Trust Indenture dated as of _____ 1, 2023, between the Issuer and the Trustee and all amendments and supplements thereto.

“Issuer” means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State or any successor to its rights and obligations under this Loan Agreement.

“Lease” means the Lease, dated as of _____, 2023, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

“Lease Rental Payments” means lease rental payments made by the Redevelopment Commission as a lessee under the Lease.

“Leased Premises” means the Leased Premises as such term is defined in the Lease.

“Loan” means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 202_ Bonds.

“Note” or “Notes” means the Series 202_ Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

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

“Project” means certain economic development facilities, consisting of the acquisition, construction, renovation and equipping of a new mixed-use development, including multi-family residential units and commercial space, and the completion of related improvements and the payment of financing costs, all generally located on the south side of South Street, between Lantern Road on the east and the Nickel Plate Trail on the west, as further described in the Project Agreement.

“Project Agreement” means the Project Agreement, among the Developer, the Issuer, the Borrower, the Redevelopment Commission, and the Commission, dated as of _____, 2023, and all supplements or amendments thereto.

“Qualified Investments” means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation and for any amounts above the insurance limits of the Federal Deposit Insurance Corporation, are collateralized by obligations described in (i) hereof; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody’s or S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least \$100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the

interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's or S&P, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

"Series 202_ Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 202_ (District South Project).

"Special Tax Revenues" means revenues received from a special tax levied and collected by the Redevelopment Commission on all taxable property within the geographical boundaries of the City of Fishers Redevelopment District pursuant to Indiana Code 36-7-14-27.

"TIF Revenues" means the revenues received by the Redevelopment Commission pursuant to Indiana Code 36-7-14-39 from the District South Allocation Area and the Downtown Allocation Area each of which are within the Consolidated Fishers/I-69 Economic Development Area.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean _____, with a designated corporate trust office in _____, _____.

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

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

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

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

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

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

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

Section 1.3. Exhibit. The following Exhibit is attached to and by reference made a part of this Loan Agreement.

Exhibit A. Form of Series 202_ Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 202_ BOND PROCEEDS

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

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

(b) Issuer agrees to provide funds from the issuance of the Series 202_ Bonds to loan to the Borrower for financing of the Financed Project Costs for the benefit of the holders of the Bonds, to create additional employment opportunities in the Issuer and to benefit the health, safety, morals and general welfare of the citizens of the Issuer and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Loan Agreement and the Series 202_ Note to the Trustee.

(c) The Issuer represents that the Lease Rental Payments under the Lease are payable from the Special Tax Revenues, or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including TIF Revenues.

(d) The Issuer represents that the Series 202_ Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 202_ Note has not been registered under the Securities Act of 1933.

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

(a) The Borrower is a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Loan Agreement and the Series 202_ Note, has full power to enter into and perform its obligations under this Agreement and the Series 202_ Note, and by proper action has duly authorized the execution and delivery of this Loan Agreement and the issuance of the Series 202_ Note.

(b) All of the proceeds from the Series 202_ Bonds (including any income earned on the investment of such proceeds) will be used for Financed Project Costs.

(c) Pursuant to the terms of the Project Agreement, the Project will be operated as an economic development facility under the Act, until the expiration or termination of this Loan Agreement.

(d) Neither the execution and delivery of this Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 202_ Note nor

the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will contravene the Borrower's articles of incorporation or bylaws or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this Loan Agreement and the Series 202_ Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This Loan Agreement and the Series 202_ Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Series 202_ Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Loan Agreement or the Series 202_ Note.

Section 2.3. Loan of Series 202_ Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 202_ Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 202_ Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 202_ Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.2, 3.6 and 3.8 hereof, and to execute and deliver supplements and amendments to this Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the Bond Fund and the Capitalized Interest Account, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the Indenture; provided however, notwithstanding any other provision in this Loan Agreement, the Borrower's obligation to make payments on the Notes shall be payable solely from the Lease Rental Payments received by the Borrower under the Lease. Section 4.5 of the Indenture provides that the Issuer shall deposit in the Bond Fund on or before each January 15 and July 15, beginning on July 15, 2024, the Lease Rental Payments assigned to the Trustee pursuant to this Loan Agreement, for the payment of the Series 202_ Bonds. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this Loan Agreement.

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

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments required to be made by Borrower pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same

become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising.

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

(e) Notwithstanding any provision to the contrary in the Loan Agreement, any and all obligations of the Borrower to make payments on the Notes or under this Loan Agreement shall be payable solely from the Lease Rental Payments received by the Borrower pursuant to the terms of the Lease.

Section 3.3. Insurance. The Borrower covenants that it will maintain, or cause to be maintained pursuant to the terms of the Lease, combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies.

Such insurance policies shall be maintained in good and responsible commercial insurance companies, and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana (notwithstanding anything contained herein or in the Lease, the Trustee shall not be required to ascertain residency of any insurance agent), and shall be for the benefit, as their interests shall appear, of the Trustee, the Borrower and other persons having an insurable interest in the insured property. The policies described in this Sections 3.3 shall clearly indicate that any proceeds under the policies relative to the Leased Premises shall be payable to the Trustee, and the Trustee is hereby authorized to demand, collect and receipt for and recover any and all insurance moneys which may become due and payable under any of said policies of insurance and to prosecute all necessary actions in the courts to recover any such insurance moneys; provided, however, that the Trustee may require, as a condition of demanding, collecting, receiving and recovering any insurance moneys or presenting such actions, full indemnification against the expense thereof and payment of the means therefor.

Section 3.4. Reconstruction or Substitution of Leased Premises.

If all or a portion of the Leased Premises shall be subject to condemnation, the Borrower shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Lease.

Section 3.5. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.6. Payment of Reasonable Expenses of Issuance of Series 202_ Bonds. Pursuant to Section 4.3(c) of the Indenture, a portion of the proceeds of the Series 202_ Bonds will be used to pay fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Borrower, the Redevelopment Commission, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 202_ Bonds.

Section 3.7. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 202_ Bonds in the manner specified in Section 3.1 of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in Section 3.1 of the Indenture. The Borrower and the Issuer agree that all moneys in any Fund established by the Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture.

Section 3.8. Other Amounts Payable by the Borrower. To the extent the Borrower receives Lease Rental Payments under the Lease, the Borrower covenants and agrees to pay the following:

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

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Series 202_ Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Series 202_ Bonds.

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

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

(e) All other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the Loan Agreement.

Section 3.9. Credits on Notes. Notwithstanding any provision contained in this Loan Agreement or in the Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

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

(b) The principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 202_ NOTE; INSURANCE

Section 4.1. Optional Prepayment. The Series 202_ Note may be prepaid, in whole or in part, without premium, plus in each case accrued interest to the date fixed for redemption, on such dates and in such amounts as correspond to the optional redemption of the Series 202_ Bonds pursuant to Section 5.1(a) of the Indenture.

To exercise such option to prepay the Series 202_ Note, in whole or in part, the Borrower must deposit or cause funds to be deposited with the Trustee sufficient to pay the principal of, premium, if any, and accrued interest on the portion of the Series 202_ Note to be prepaid and the corollary redemption of the Series 202_ Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 202_ Bonds shall be credited against the installment or installments of principal due on the Series 202_ Note corresponding to the maturity of the Series 202_ Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 202_ Note obligation with respect thereto .

The Borrower shall give the Trustee not less than forty-five (45) days prior written notice of any prepayment of the Series 202_ Note pursuant to this Section 4.1, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 202_ Bonds in the amounts corresponding to the Series 202_ Note to be prepaid.

Section 4.2. Mandatory Prepayment Upon Extraordinary Mandatory Redemption. In the event the Trustee calls the Series 202_ Bonds for extraordinary mandatory redemption pursuant to Section 5.1(b) of the Indenture, the Borrower shall deliver to the Trustee any condemnation proceeds related to the condemnation of all or any portion of the Leased Premises. The extraordinary mandatory redemption of Series 202_ Bonds with such proceeds shall be deemed prepayment of the Notes in the same amount as Series 202_ Bonds redeemed.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

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

(i) failure of the Borrower to make any payment required to be made by it under Section 3.2 hereof, within ten (10) days after the noticed due date;

(ii) failure of the Borrower to deliver to the Trustee, or cause to be delivered on its behalf, the moneys needed to redeem any outstanding Bonds in the manner and upon the date as provided in Article IV of this Agreement;

(iii) failure of the Borrower to observe and perform any other agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Issuer or the Trustee, or for such longer period as the Issuer may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion;

(iv) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs and the same is not dismissed within sixty (60) days after entry; or the filing and pendency for sixty (60) days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

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

(vi) Any event of default under Section 7.1 of the Indenture.

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

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

(i) Acceleration. If acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.2 of the Indenture, the Trustee, upon receipt of indemnity satisfactory to the Trustee, shall declare all Loan Payments to be immediately due and payable, whereupon the same shall become immediately due and payable. Notwithstanding anything in the Notes, the Indenture, or this Loan Agreement to the contrary, the Redevelopment Commission's obligation to pay Lease Rental Payments shall not be subject to acceleration.

(ii) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, upon receipt of indemnity satisfactory to the Trustee, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this Loan Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower. In addition, if the acceleration of the maturity of the Bonds will have been annulled and rescinded in accordance with the provisions of the Indenture, then the acceleration of all loan payments and any other outstanding indebtedness under this Loan Agreement will likewise be annulled and rescinded. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

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

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

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

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

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

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

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

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

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

(End of Article V)

ARTICLE VI.

IMMUNITY

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

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

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

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

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

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

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

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

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

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

To the Issuer:	City of Fishers, Indiana One Municipal Drive Fishers, Indiana 46038 Attn: Controller
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To the Borrower: Fishers Town Hall Building Corporation
One Municipal Drive
Fishers, Indiana 46038
Attn: Controller

To the Trustee: _____

Attn: Corporate Trust and Escrow Services

Section 9.5. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

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

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

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

Section 9.9. Trustee. In connection with acting hereunder the Trustee shall be entitled to the protections provided in Article X of the Indenture.

(End of Article IX)

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

FISHERS TOWN HALL BUILDING
CORPORATION

By: _____
Jay Bangert, President

Attest:

Josh Richardson, Secretary-Treasurer

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

Attest:

Lisa Bradford, Controller

[Signature Page of Loan Agreement]

EXHIBIT A

FISHERS TOWN HALL BUILDING CORPORATION

NOTE, SERIES 202_

FOR VALUE RECEIVED, the undersigned, Fishers Town Hall Building Corporation (“Borrower”), a nonprofit corporation organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fishers, Indiana (“Issuer”), in immediately available funds, the principal sum of \$ _____, and interest thereon, during the term of the Loan Agreement (the “Loan Agreement”) dated as of _____, 2023 between Issuer and Borrower, commencing one business day prior to August 1, 202_, and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 202_ Bonds (as hereinafter defined), all subject to the credits described in the Loan Agreement and to the presence of other available money for such installment in the Bond Fund under the Trust Indenture (including without limitation any Lease Rental Payments) dated as of _____, 2023, between the Issuer and _____, as Trustee (the “Trustee”).

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated “City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 202_ (District South Project)” (the “Series 202_ Bonds”). All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason.

The principal of and interest on this Note is a limited obligation of the Borrower payable solely from the Lease Rental Payments.

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

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

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisal laws.

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

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

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of _____, 2023.

Issue Date: _____, 2023

FISHERS TOWN HALL BUILDING
CORPORATION

By: _____

Printed: _____

Title: _____

ENDORSEMENT

Pay, without recourse, to _____, as Trustee under the Trust Indenture dated as of _____, 2023, from the undersigned.

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

Controller

ORDINANCE NO. 100923A

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF FISHERS, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 202_ (DISTRICT SOUTH PROJECT), AND THE LENDING OF THE PROCEEDS THEREOF TO THE BORROWER THEREOF AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

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

WHEREAS, Rebar South Street, LLC (and any affiliate of such entity, the “Developer”), the City, the Fishers Town Hall Building Corporation (the “Borrower”), the Fishers Redevelopment Commission, and the City of Fishers Economic Development Commission (the “Commission”), have entered into a Project Agreement (the “Project Agreement”), which provides for the acquisition, construction, renovation and equipping of a new mixed-use development, including multi-family residential units and commercial space, and the completion of related improvements and the payment of financing costs, all generally located on the south side of South Street, between Lantern Road on the east and the Nickel Plate Trail on the west (collectively, the “Project”); and

WHEREAS, pursuant to the terms of the Project Agreement, Borrower has advised the Commission and the City that it proposes that the City issue its Taxable Economic Development Revenue Bonds, Series 202_ (District South Project), in one or more series, in an amount not to exceed Twelve Million Dollars (\$12,000,000) (the “Bonds”) under the Act and loan the proceeds of such Bonds to the Borrower for the purpose of financing a portion of the Project and certain costs related to the issuance of the Bonds, including, if necessary, capitalized interest on the Bonds and a reserve fund; and

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

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

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

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) a Loan Agreement, between the City and the Borrower

(including the Borrower's Note) (the "Loan Agreement"); (2) a Trust Indenture, with respect to the Bonds, between the City and a trustee to be selected (the "Trustee") (the "Indenture"); (3) the Bonds; and (4) this Bond Ordinance (the Loan Agreement, the Indenture, the Bonds and this Bond Ordinance, collectively, the "Financing Agreements"); and

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

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

Section 2. Approval of Financing. The proposed financing of a portion of the Project, and the financing of certain costs related to the issuance of the Bonds, including, if necessary, capitalized interest on the Bonds and a reserve fund, as further described in the Financing Agreements, by the issuance of the Bonds, in one or more series, under the Act, in the form that such financing was approved by the Commission, is hereby approved.

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

Section 4. Terms of the Bonds. The Bonds, in one or more series and in the aggregate principal amount not to exceed Twelve Million Dollars (\$12,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Controller of the City; (ii) be dated as of the date of issuance or the first day of the month in which the Bonds are issued; (iii) mature on a date not later than twenty (20) years after the date of issuance; (iv) bear interest at a rate not to exceed seven half percent (7.0%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the Financing Agreements; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; and (xi) contain such other terms and provisions as may be provided in the Financing Agreements.

The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the

Financing Agreements. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to a purchaser or purchasers selected by such officers (the “Purchaser”) at such prices and on such terms as may be determined at the time of sale and approved by the Mayor and the Controller of the City. The Mayor and the Controller of the City are hereby authorized to approve and execute a bond purchase agreement for the Bonds with the Purchaser, in a form approved by such officers, such approval to be conclusively evidenced by the execution thereof. The Bonds may be sold through either a public offering or a private placement.

Section 6. Official Statement. The Mayor and the Controller of the City are hereby authorized to approve the preparation and distribution of a Preliminary Official Statement for the Bonds. The Mayor and the Controller of the City are hereby authorized to deem and determine the Preliminary Official Statement as the near final Official Statement with respect to the Bonds for purposes of SEC Rule 15c2-12, subject to completion in accordance with such rule and in a manner acceptable to the Mayor and the Controller of the City, and to place the Preliminary Official Statement into final form as the Final Official Statement. The Mayor and the Controller of the City are hereby authorized to sign the Final Official Statement and by such signature approve its distribution.

Section 7. Execution and Delivery of Financing Agreements. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Loan Agreement, the Note, the Indenture and the Bonds, submitted to the Common Council, which are hereby approved in all respects. The Mayor and the Controller of the City are hereby authorized and directed, to select a financial institution to serve as the Trustee.

Section 8. Changes in Financing Agreements. The Mayor and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.

Section 9. Public Approval. The Common Council hereby approves the issue of the Bonds and the Project to be financed by the Bonds, which facilities are described in the published notice of the Public Hearing.

Section 10. General. The Mayor and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements,

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

Section 11. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

Section 12. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 13. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption.

Section 14. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. 36-1-5-4.

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this _____ day of _____, 2023.

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

YAY		NAY	ABSTAIN
	John Weingardt President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, 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.



Council Action Form

MEETING DATE	November 20, 2023			
TITLE	Ordinance of the Common Council of the City of Fishers, Indiana Authorizing Issuance of Bonds for the Purpose of Providing Funds to be Applied to Pay for Construction of Certain Road Improvements and Incidental Expenses in Connection Therewith and to Pay for Certain Sewer and Water Infrastructure Improvements, Trail Improvements and the Acquisition of Certain Equipment and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 100923		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☒ Debt Services	
HAMILTON COUNTY	☐ Document must be recorded with the County Recorder's Office			

(Some documents need recorded by the City Clerk)	☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head		☒ Controller's Office
	☐ Department Head		☒ Finance Committee
	☐ Deputy Mayor		☐ Technical Advisory Committee
	☐ Mayor		☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer:</i> Rick Hall, Barnes and Thornburg, LLP		
BACKGROUND (Includes description, background, and justification)	This Ordinance approves the issuance of the City's General Obligation Bonds, Series 2023 for the purposes of providing funds for road improvements, sewer and water infrastructure improvements, trail improvements, and equipment purchases. The Ordinance authorizes all actions necessary to complete the bond issuance and (following the public hearing) appropriates the proceeds of the Bonds in an amount not to exceed \$11,800,000, plus interest earnings thereon. The Bonds are payable from ad valorem property taxes.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A	
	Expenditure \$:	Up to \$11,800,000	
	Source of Funds:	Bond Proceeds	
	Additional Appropriation #:	\$11,800,000	
	Narrative:	Appropriation of proceeds of the General Obligation Bonds for purposes of providing funds for road improvements and paying costs of issuance.	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Ordinance	
	2.	Deny Approval of Ordinance	
	3.		
	4.		
PROJECT TIMELINE	The bonds are anticipated to be issued in December.		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council adopt the Ordinance.		
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance		

ORDINANCE NO. 100923

ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA AUTHORIZING ISSUANCE OF BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR CONSTRUCTION OF CERTAIN ROAD IMPROVEMENTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND TO PAY FOR CERTAIN SEWER AND WATER INFRASTRUCTURE IMPROVEMENTS, TRAIL IMPROVEMENTS AND THE ACQUISITION OF CERTAIN EQUIPMENT AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS

WHEREAS, the City of Fishers, Indiana is a governmental unit and political subdivision of the State of Indiana (the “City”); and

WHEREAS, it would be of public utility and benefit and in the best interests of the City and its citizens to undertake the construction of improvements to and repair of roads and neighborhood streets, all in the City (the “Road Projects”) and it would also be of public utility and benefit and in the best interests of the City and its citizens to undertake the construction of certain sewer and water infrastructure improvements, trail improvements and the acquisition of certain public safety and other equipment, including vehicles, for the use of the City (the “Other Projects”) (the Road Projects and the Other Projects collectively, the “Projects”), including related improvements and incidental expenses in connection therewith and on account of the issuance of bonds therefor, such bonds to be issued as negotiable bonds of the City; and

WHEREAS, the Common Council of the City (the “Common Council”) deems it advisable to issue, pursuant to Indiana Code § 36-4-6-19 and other applicable provisions of the Indiana Code (collectively, the “Act”), the “City of Fishers, Indiana General Obligation Bonds, Series 2023 (the “2023 Bonds”) in an original principal amount not to exceed Eleven Million Eight Hundred Thousand Dollars (\$11,800,000) (the “Authorized Amount”) for the purpose of providing for the payment of all or any portion of (i) the costs of the Projects, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, legal, design, and related activities (all of which are deemed to be a part of the Projects), and (iii) the costs of selling and issuing the 2023 Bonds; and

WHEREAS, the original principal amount of the 2023 Bonds, together with the outstanding principal amount of previously issued bonds which constitute a debt of the City, is no more than two percent (2%) of one-third (1/3) of the total net assessed valuation of the City; and

WHEREAS, the Road Projects are estimated to cost the City not more than Three Million Five Hundred Forty Thousand Dollars (\$3,540,000) and the Other Projects are estimated cost the City not more than Eight Million Two Hundred Sixty Thousand Dollars (\$8,260,000) (comprising a project to improve and extend certain sewer and water infrastructure in the City estimated to cost the City no more than Four Million Five Hundred Thousand Dollars (\$4,500,000) to improve certain trail infrastructure in the City estimated to cost the City no more than One Million One Hundred Forty-Five Thousand Dollars (\$1,145,000) and the acquisition of certain equipment by the City estimated to cost the City no more than Two Million Six Hundred Fifteen Thousand

(\$2,615,000)), and so the Projects are estimated to cost the City, including the costs of issuing the 2023 Bonds, not more than Eleven Million Eight Hundred Thousand Dollars (\$11,800,000); and

WHEREAS, all of the Road Projects are projects for the engineering, land and right-of-way acquisition, construction, resurfacing, maintenance, restoration, and rehabilitation exclusively for or of local roads and street systems including bridges or arterial road and street systems including bridges or any combination thereof in the City as identified in Indiana Code 6-1.1-20-1.1; and

WHEREAS, the Other Projects are each independently estimated to cost the City not more than Six Million One Hundred Thousand Dollars (\$6,100,000) and each is therefore not a “Controlled Project” as defined in Indiana Code 6-1.1-20-1.1; and

WHEREAS, the amount of proceeds of the 2023 Bonds allocated to pay costs of the Projects, together with estimated investment earnings thereon, does not exceed the cost of the Projects as estimated by the Common Council; and

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Projects and the issuance of the 2023 Bonds is being authorized to procure the necessary funds and an extraordinary emergency and necessity exists for the making of the additional appropriation set out herein; and

WHEREAS, the City reasonably expects to reimburse expenditures for the Projects with the proceeds of the 2023 Bonds and the Common Council desires to establish such intent pursuant to Treas. Reg. § 1.150-2 and Indiana Code § 5-1-14-6(c); and

WHEREAS, all conditions precedent to the adoption of an ordinance authorizing the issuance of the 2023 Bonds have been complied with in accordance with the applicable provisions of the Act.

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

SECTION 1. Authorization for Bonds.

(a) In order to provide financing for the Projects as described above and the costs of selling and issuing the 2023 Bonds, the City shall borrow money, and shall issue the 2023 Bonds as herein authorized. The City covenants that the proceeds of the 2023 Bonds will not be used for any purpose except as described in this Ordinance. The City hereby declares its official intent to reimburse expenditures paid from the general fund, or any other fund of the City for the Projects with proceeds of the 2023 Bonds received by the City. This Ordinance constitutes a declaration of official intent to reimburse expenditures under Treas. Reg. § 1.150-2(e) and Indiana Code § 5-1-14-6(c).

SECTION 2. General Terms of Bonds.

(a) Issuance of 2023 Bonds. In order to procure said loan for such purposes, the City hereby authorizes the issuance of the 2023 Bonds as described herein. The Controller, as the fiscal officer of the City (the “Controller”), is hereby

authorized and directed to have prepared and to issue and sell the 2023 Bonds as negotiable, fully registered bonds of the City in an amount not to exceed the Authorized Amount.

The 2023 Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City (the “Mayor”) and attested by the manual or facsimile signature of the Controller, who shall affix the seal of the City to each of the 2023 Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature appears on the 2023 Bonds shall cease to be such officer before the delivery of the 2023 Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2023 Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this Ordinance unless and until, authenticated by the manual signature of the Registrar (as defined in Section 4 hereof). Subject to the provisions of this Ordinance regarding the registration of the 2023 Bonds, the 2023 Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

The 2023 Bonds shall be numbered consecutively from R-1 up, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, or shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) and integral multiples of One Dollar (\$1) above such amount, as determined by the Mayor and the Controller. The 2023 Bonds shall be originally dated as of the first day of the month in which the 2023 Bonds are sold or the date of issuance, as determined by the Mayor and the Controller, and shall bear interest payable semi-annually on each January 1 and July 1 commencing not later than July 1, 2023, at a rate or rates not exceeding six percent (6.0%) per annum (the exact rate or rates to be determined pursuant to Section 6 of the Ordinance), calculated on the basis of a 360-day year comprised of twelve 30-day months.

The 2023 Bonds shall mature on the dates and shall be issued in the principal amounts, as applicable, as determined by the Controller and Mayor, provided that the original aggregate principal amount does not exceed the Authorized Amount, that the first maturity shall be no earlier than July 1, 2024, and that the final maturity shall be no later than January 1, 2025.

(b) Source of Payment. The 2023 Bonds are as to all the principal thereof, and as to all interest due thereon, general obligations of the City, payable from *ad valorem* property taxes on all taxable property within the City, to be levied for collection beginning in 2023.

(c) Payments. All payments of interest on the 2023 Bonds shall be paid by check or draft mailed one business day prior to the interest payment date, to the registered owners thereof as of the fifteenth (15th) day of the month preceding the month in which interest is payable (the “Record Date”) at the addresses as they appear on the registration and transfer books of the City kept for that purpose by the Registrar (the “Registration Record”) or at such other address as is provided to the Paying Agent (as defined in Section 4 hereof) in writing by such registered

owner. Each registered owner of \$100,000 or more in principal amount of 2023 Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the record date for any payment. All payments of the principal of, and premium, if any, on the 2023 Bonds shall be made upon surrender thereof at the principal office of the Paying Agent in any coin or currency of the United States of America which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$100,000 or more in principal amount of 2023 Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date.

Interest on 2023 Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2023 Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2023 Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2023 Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City, except for any tax or governmental charge required to be paid in connection therewith, which shall be payable by the owner requesting such transfer or exchange. The City, Registrar and Paying Agent may treat and consider the persons in whose name such 2023 Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2023 Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Controller and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of such 2023 Bond with their reasonable fees and expenses in this connection. Any 2023 Bond

issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the City, whether or not the lost, stolen or destroyed 2023 Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other 2023 Bonds issued hereunder.

SECTION 3. Terms of Redemption. The Mayor and the Controller, upon consultation with the City's municipal advisor, may designate maturities of 2023 Bonds (or portion thereof in integral multiples of \$5,000 (or \$1) principal amount each) that shall be subject to optional redemption and/or maturity sinking fund redemption, and the corresponding redemption dates, amounts and prices (including premium, if any). Except as otherwise set forth in this Ordinance, the Mayor and the Controller, upon consultation with the City's municipal advisor, is hereby authorized and directed to determine the terms governing any such redemption.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a 2023 Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2023 Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2023 Bond shall not affect the validity of any proceedings for the redemption of any other 2023 Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers of the 2023 Bonds called for redemption. The place of redemption may be determined by the Controller. Interest on the 2023 Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such 2023 Bonds shall no longer be protected by this Ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2023 Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2023 Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2023 Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2023 Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this Ordinance with respect to any mutilated, lost, stolen or destroyed bond.

SECTION 4. Appointment of Registrar and Paying Agent. The Controller is hereby initially appointed to serve as registrar and paying agent for the 2023 Bonds, but the Controller shall have the option of appointing a successor registrar and paying agent at any time (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the 2023 Bonds, and shall keep and maintain the Registration Record at its office. The Mayor and Controller are hereby authorized to enter into such agreements or understandings with any institution hereafter serving in such capacities as will enable the institution to perform the services required of the Registrar and Paying Agent. The

Controller is authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice by first-class mail to the Controller and to each registered owner of the 2023 Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Controller. Such notice to the Controller may be served personally or be sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Controller, in which event the Controller may appoint a successor Registrar and Paying Agent. The Controller shall notify each registered owner of the 2023 Bonds then outstanding by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2023 Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2023 Bonds, cash related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 5. Form of Bonds; Book-Entry Form. (a) The form and tenor of the 2023 Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery thereof:

(FORM OF BOND)

No. R-____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA

GENERAL OBLIGATION BOND, SERIES 2023

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

Registered Owner:

Principal Sum:

The City of Fishers, Indiana (the "City"), for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until

the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month immediately preceding the month in which interest is payable (the "Record Date") and on or before such interest payment date in which case interest shall be paid from such interest payment date, or unless this bond is authenticated on or before _____, in which case it shall bear interest from the Original Date, which interest is payable semi-annually on January 1 and July 1 of each year, beginning on _____. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of this bond is payable at the principal corporate trust office of _____ (the "Registrar" or "Paying Agent"), in _____, _____. All payments of interest on this bond shall be paid by check or draft mailed one business day prior to the interest payment date, to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each registered owner of \$100,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the record date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any coin or currency of the United States of America which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$100,000 or more in principal amount of bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date.

This bond is one of an authorized issue of bonds of the City of like original date, tenor and effect, except as to denominations, numbering, interest rates, and dates of maturity, in the total amount of _____ Dollars (\$ _____), numbered from R-1 up, issued for the purpose of providing funds to pay the costs of the construction of improvements to and repair of roads and neighborhood streets, the construction of certain sewer and water infrastructure, certain trail improvements and the acquisition of certain public safety and other equipment, including vehicles, for the use of the City (the "Project"), including related improvements and incidental expenses in connection therewith and on account of the issuance of bonds therefor, as authorized by Ordinance No. ____ adopted by the Common Council of the City on the _____ day of _____, 2023 (the "Ordinance"), and in strict compliance with Indiana Code § 36-4-6-19 and other applicable provisions of the Indiana Code, as amended (collectively, the "Act"), all as more particularly described in the Ordinance. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the Act.

PURSUANT TO THE PROVISIONS OF THE ACT AND THE ORDINANCE, THE PRINCIPAL OF THIS BOND AND ALL OTHER BONDS OF SAID ISSUE AND THE INTEREST DUE THEREON ARE PAYABLE AS A

GENERAL OBLIGATION OF THE CITY, FROM AN AD VALOREM PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY.

[INSERT REDEMPTION TERMS]

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

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

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

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The City, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of [\$5,000 or any integral multiple thereof/One Hundred Thousand

Dollars (\$100,000) and integral multiples of One Dollar (\$1) above such amount], not exceeding the aggregate principal amount of the bonds maturing on such date.

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

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

IN WITNESS WHEREOF, the City of Fishers, State of Indiana, has caused this bond to be executed in the name of such City, by the manual or facsimile signature of the Mayor of said City, and attested by manual or facsimile signature by the Controller of said City, and the seal of said City or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

Controller

(Form of Registrar's Certificate of Authentication)

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

_____, as Registrar

By _____
Authorized Representative

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

100923

TEN. COM.	as tenants in common	
TEN. ENT.	as tenants by the entireties	
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common	
UNIF. TRANS. MIN. ACT	_____ Custodian (Cust.)	(Minor)
	under Uniform Transfers to Minors Act of	
	_____	(State)

Additional abbreviations may also be used, although not contained in the above list.

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

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

Signature Guaranteed:

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

(End of Bond Form)

(b) The 2023 Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the City from

time to time (the “Clearing Agency”), without physical distribution of bonds to the purchasers. The following provisions of this section apply in such event.

One definitive 2023 Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The City and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2023 Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2023 Bonds.

During any time that the 2023 Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2023 Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company; (2) the Clearing Agency in whose name such 2023 Bond is so registered shall be, and the City and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2023 Bond for all purposes of this Ordinance, including, without limitation, the receiving of payment of the principal of and interest on such 2023 Bond, the receiving of notice and giving of consent; (3) neither the City nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2023 Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2023 Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2023 Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any 2023 Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the City receives notice from the Clearing Agency which is currently the registered owner of the 2023 Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2023 Bonds, or the City elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2023 Bonds, then the City and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2023 Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2023 Bonds and to transfer the ownership of each of the 2023 Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2023 Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2023 Bonds, shall be paid by the City.

During any time that the 2023 Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2023 Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2023 Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2023 Bonds as the bondholders and any consent, request, direction, approval,

objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance.

During any time that the 2023 Bonds are held in book-entry form on the books of a Clearing Agency, the Mayor, the Controller and/or the Registrar are authorized to execute and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer Letter of Representations, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of Registrar under this Ordinance, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2023 Bonds are held in book-entry form, the provisions of Section 5 of this Ordinance shall control over conflicting provisions in any other section of this Ordinance.

SECTION 6. Sale of Bonds. The Mayor or Controller may determine to sell the 2023 Bonds through a competitive process or private negotiation as either an underwriting or private placement, to a purchaser or purchasers (the “Purchaser”), on such terms they deem desirable, provided that all such terms shall comply with the terms of this Ordinance. The Mayor is hereby authorized and directed to execute and deliver and the Controller is hereby authorized to attest a bond purchase agreement with the Purchaser (the “Bond Purchase Agreement”), to be prepared in a form satisfactory to the Mayor, with the advice of the Municipal Advisor to the City and Barnes & Thornburg LLP, as bond counsel. The Bond Purchase Agreement will be required to name the rate or rates of interest which the 2023 Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and such interest rate or rates shall be in multiples of 1/8, 1/20 or 1/100 of one percent. The purchase price of the 2023 Bonds shall not be less than ninety-nine and five-tenths percent (99.5%) of the par value of the 2023 Bonds.

After the Bonds have been properly sold and executed, the Controller shall receive from the purchasers payment for the 2023 Bonds and shall provide for delivery of the 2023 Bonds to the purchasers.

The Controller is hereby authorized and directed to have the 2023 Bonds prepared, the Mayor and the Controller are hereby authorized and directed to execute the 2023 Bonds in substantially the form and the manner herein provided. The Controller is hereby authorized and directed to deliver the 2023 Bonds to the purchaser; thereupon, the Controller shall be authorized to receive from the purchaser the purchase price and take the purchaser’s receipt for the 2023 Bonds. The amount to be collected by the Controller shall be the full amount which the purchaser has agreed to pay therefor, which shall be not less than ninety-nine and five-tenths percent (99.5%) of the face value of the 2023 Bonds plus accrued interest to the date of delivery.

The Controller shall report the proceedings related to the sale of the 2023 Bonds to the Common Council.

The Controller is hereby authorized and directed to obtain a legal opinion as to the validity of the 2023 Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2023 Bonds or to cause a copy of said legal opinion to be printed on each 2023 Bond. The cost of such opinion shall be paid out of the proceeds of the 2023 Bonds.

If required by the SEC Rule, the Mayor and/or Controller are hereby authorized to deem final an official statement with respect to the 2023 Bonds, as of its date, in accordance with the provisions of the SEC Rule, subject to completion as permitted by the SEC Rule, and the Common Council further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Mayor and/or Controller in the form of a final official statement.

In order to assist any underwriter of the 2023 Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available disclosure about the City and the 2023 Bonds to participants in the municipal securities market, the City hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the City and dated the date of issuance of the 2023 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the City of the continuing disclosure contract is hereby approved and the performance by the City of its obligations thereunder by or through any employee or agent of the City is hereby approved, and the City shall comply with and carry out the terms thereof.

SECTION 7. Use of Bond Proceeds. Any accrued interest received at the time of delivery of the 2023 Bonds will be applied to payments on the 2023 Bonds on the earliest interest payment dates. The remaining proceeds received from the sale of the 2023 Bonds shall be deposited in the "City of Fishers General Obligation Bonds, Series 2023 Project Fund" (the "Project Fund"). The proceeds deposited in the Project Fund shall be expended only for the purpose of paying expenses incurred in connection with the Projects together with the expenses incidental thereto and on account of the issuance of the 2023 Bonds. The proceeds of the 2023 Bonds may be used to reimburse the City for prior expenditures for the foregoing purposes; provided such reimbursement does not cause the interest on the 2023 Bonds to be taxable for federal income tax purposes. Any balance remaining in the Project Fund after the completion of the Projects which is not required to meet unpaid obligations incurred in connection therewith and on account of the issuance of the 2023 Bonds may be used to pay debt service on the 2023 Bonds or otherwise used as permitted by law.

SECTION 8. Defeasance. If, when the 2023 Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2023 Bonds or any portion thereof for redemption have been given, and the whole amount of the principal and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2023 Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this Ordinance.

SECTION 9. Tax Matters. In order to preserve the exclusion of interest on the 2023 Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2023 Bonds, the City represents, covenants and agrees that:

(a) The City will not take any action or fail to take any action with respect to the 2023 Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2023 Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder as applicable to the 2023 Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2023 Bond proceeds or other monies treated as 2023 Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

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

(c) The City will not make any investment or do any other act or thing during the period that any 2023 Bond is outstanding hereunder which would cause any 2023 Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2023 Bonds.

Notwithstanding any other provisions of this Ordinance, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the 2023 Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 10. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2023 Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting without the consent of all affected owners of the 2023 Bonds:

(a) An extension of the maturity of the principal of or interest on any 2023 Bond without the consent of the holder of each 2023 Bond so affected; or

(b) A reduction in the principal amount of any 2023 Bond or the rate of interest thereon or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2023 Bond so affected; or

(c) A preference or priority of any 2023 Bond over any other 2023 Bond, without the consent of the holders of all 2023 Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2023 Bonds required for consent to such supplemental ordinance, without the consent of the holders of all 2023 Bonds then outstanding.

If the City shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2023 Bonds. The Registrar shall not, however, be subject to any liability to any owners of the 2023 Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the City shall receive any instrument or instruments purporting to be executed by the owners of the 2023 Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2023 Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the City may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the 2023 Bonds, whether or not such owners shall have consented thereto.

No owner of any 2023 Bond shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all owners of 2023 Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights, duties and obligations of the City and of the owners of the 2023 Bonds, and the terms and provisions of the 2023 Bonds and this Ordinance, or any supplemental ordinance, may be modified or amended in any respect with the consent of the City and the consent of the owners of all the 2023 Bonds then outstanding.

Without notice to or consent of the owners of the 2023 Bonds, the City may, from time to time and at any time, adopt such ordinances supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental ordinances shall thereafter form a part hereof),

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

(b) to grant to or confer upon the owners of the 2023 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2023 Bonds; or to make any change which, in the judgment of the Common Council, is not to the prejudice of the owners of the 2023 Bonds;

(c) To modify, amend or supplement this Ordinance to permit the qualification of the 2023 Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, to obtain or maintain bond insurance with respect to payments of principal of and interest on the 2023 Bonds to procure a rating on the 2023 Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the 2023 Bonds; or

(d) to provide for the refunding or advance refunding of the 2023 Bonds; or

(e) to make any other change which, in the determination of the Common Council in its sole discretion, is not to the prejudice of the owners of the 2023 Bonds.

SECTION 11. No Conflict. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed. After the issuance of the 2023 Bonds authorized by this Ordinance and so long as any of the 2023 Bonds or interest thereon remains unpaid, except as expressly provided herein, this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2023 Bonds, nor shall the City adopt any law, ordinance or resolution which in any way adversely affects the rights of such holders.

SECTION 12. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 13. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 14. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 15. Other Action. The appropriate officers are hereby authorized to take all actions to obtain a rating, bond insurance or any other form of credit enhancement for the 2023 Bonds if economically feasible and desirable and with the favorable recommendation of the

municipal advisors to the City. In addition, the appropriate officers of the City are hereby authorized and directed to take any other action deemed necessary or advisable in order to effectuate the completion of the Projects, the issuance of the 2023 Bonds, or any other purposes of this Ordinance.

SECTION 16. Effectiveness. This Ordinance shall be in full force and effect from and after its passage. Upon payment in full of the principal and interest respecting the 2023 Bonds authorized hereby or upon deposit of an amount sufficient to pay when due such amounts in accord with the defeasance provisions herein, all pledges, covenants and other rights granted by this Ordinance shall cease.

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers, Indiana,
this __20th__ day of __November_____, 2023.

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

100923

YAY

NAY

ABSTAIN

	John Weingardt President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the __20th__ day of __November__ 2023, at _____ m.

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

_____**November 20, 2023**_____
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

/s/ Richard J. Hall
(Name)



Council Action Form

MEETING DATE	November 23, 2023			
TITLE	Resolution Approving Project Agreement (Union and Crossing Projects)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R112023A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Thompson Thrift ("Developer") has agreed to invest or cause to be invested approximately \$160 to \$180 Million completing the Union Project, a project that is anticipated to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. Additionally, Developer has agreed to invest or cause to be invested approximately \$60 to \$80 Million completing the Crossing Project, a project that is anticipated to include approximately 275 multifamily units and 20,000 square feet of retail and restaurant space. In response, the City will issue a developer-backed bond, utilize excess TIF (if available) from the Yard TIF District to pay any debt service and budget shortfalls, pledge tax increment from the Additional Crossing Allocation Area and otherwise complete its obligations included in the subject Project Agreement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Not an additional budget item
	Expenditure \$:	Tax increment
	Source of Funds:	Tax increment
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Thompson Thrift expects to begin construction by December 2025.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

PROJECT AGREEMENT

This Project Agreement (the “**Agreement**”) is executed as of the 20th day of November 2023, by and among **Thompson Thrift Development, Inc.**, an Indiana corporation, (“**Developer**”), **City of Fishers, Indiana** (“**City**”), **Fishers Town Hall Building Corporation** (“**Building Corp.**”), **City of Fishers Redevelopment Commission** (“**RDC**”), and **City of Fishers Economic Development Commission** (“**EDC**”) on the following terms and conditions:

Recitals

WHEREAS, since 2012, the City has been working to fulfill its master plan of creating a sustainable, pedestrian friendly, City where residents live, work and play (the “**Master Development Plan**”);

WHEREAS, as part of the Master Development Plan, the City has (a) worked with developers to develop mixed-use developments that include apartments, condominiums, office space and retail; (b) incented multiple high-growth, high-technology businesses to locate to the City; (c) in 2016, entered into an agreement with the State of Indiana for a portion of the City’s Nickel Plate District to be designated a certified technology park; (d) developed a biosciences corridor; and (e) designed and developed the City’s Nickel Plate pedestrian trail extending throughout the City and serving, among other areas, the Nickel Plate District;

WHEREAS, the City continues to fulfill its Master Development Plan and now desires, in connection with and as a part thereof, to induce the development of additional hotel rooms and commercial amenities in the City;

WHEREAS, Developer is an Indiana-based commercial and residential developer that has designed and constructed mixed-use developments and other residential and commercial amenities throughout the Midwest and in Arizona, Florida and Texas, including, among others, the Fishers District and the Stations, in the City;

WHEREAS, Developer has agreed to invest or cause to be invested approximately \$160 Million to \$180 Million in completing the Union Project and \$60 Million to \$85 Million in completing the Crossing Project, if the City will satisfy the City’s obligations included herein;

WHEREAS, City Bodies have determined that completion of the Projects is in the best interests of the citizens of the City, and, therefore, City Bodies desire to induce Developer to complete the Projects; and

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

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. The following capitalized terms are used throughout this Agreement with the meaning set forth in this Section 1:

Additional Crossing Allocation Areas shall mean separate and distinct tax allocation areas established by City Bodies pursuant to Ind. Code § 36-7-14 *et seq.*, for the following areas: Parcel 3, Parcel 5 and Parcel 6 as depicted on Exhibit B.

Additional Crossing Area TIF shall mean 100% of the increment generated in the Additional Crossing Allocation Areas.

Allocation Areas shall mean collectively, the Additional Crossing Allocation Areas, the Crossing Allocation Area and the Union Allocation Area.

Ancillary Agreements shall mean, individually or collectively, for each of the Projects, the instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, Taxpayer Agreement (if required by Developer and consistent with the Laws based on the tax status of the Bonds) and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement. For the avoidance of doubt there may be two (2) sets of Ancillary Agreements, one (1) for the Union Project and one (1) for the Crossing Project.

Approved Costs shall mean all Hard Costs and Soft Costs (including capitalized interest on and reserves for the Bonds) related to the development and construction of the Projects.

Approved Plans shall mean for each of the Projects, the plans for the Projects on which the financial analysis for the Bonds is based. For the avoidance of doubt there shall be two (2) sets of Approved Plans, one (1) for the Union Project and one (1) for the Crossing Project.

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

Bond(s) shall mean, for the Projects (and whether referring to the Senior Bonds, Junior Subordinate Bonds or Subordinate Bonds), one or more series of taxable or tax exempt (as collaboratively determined by the City Bodies and Developer pursuant to the Laws; provided, however, in the event of differing determinations concerning the status of the Bonds based on the Laws, the City's determination shall prevail) economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq.* in a maximum par amount that Developer and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated by the Union Project and Crossing Project, as applicable, is utilized to pay debt service on the Bonds. Such maximum principal amount shall assume that there will be three percent (3%) annual increases in assessed value during the twenty-five (25) year term of each of the Union Allocation Area and Crossing Allocation Area , as applicable (the "AV Increases"). For the avoidance of doubt, the Bonds shall be exclusively based on tax increment to be generated from the Projects together with the AV Increases and shall be payable solely from the applicable Pledged Increment. Except as stated herein with respect to the Yard TIF, the City Bodies shall not be

obligated to provide any other source of payment or security for the Bonds. Prior to expiration of the applicable Diligence Period, the Parties shall mutually agree to the par amount of the Bonds and the net proceeds resulting therefrom.

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

Bond Interest Rate shall have the meaning ascribed to such term in Subsection 11(e).

Bond Proceeds shall mean the proceeds of the Bonds, which Bond Proceeds shall be used to pay (a) Approved Costs, (b) Closing Costs; and (c) reasonably incurred and documented administrative costs of the City associated with maintaining the Bonds (the “**Continuing Bond Costs**”). The Bond Proceeds shall be exclusively available for the Projects as herein specified.

Bond Term shall mean twenty-five (25) years from the date of issuance of each of the Bonds.

Budget shall mean, for each of the Projects, a detailed hard and soft cost budget, for (a) the costs of the design and construction of the Project in accordance with the Final Documents and Drawings; (b) the payment of all professional fees and financing fees; and (c) the payment of all other related closing costs and soft costs to be incurred in connection with the development and construction of the Project. The Budget must be in a form and with detail acceptable to Project Lender.

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

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

Closing shall mean, for each of the Projects, to the extent such has not previously occurred, (a) recordation of the Plat; (b) execution of all Ancillary Agreements; (c) the City's approval of the Budget; (d) the City's issuance of the Bonds and the purchase of the Bonds by the Purchaser; (e) Project Lender issuing the Project Loan to Developer (and Developer authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions); (f) with respect to the Crossing Project, Developer's payment of the Crossing Project Price to the City; and (g) the Parties approval of applicable financial analyses, including, without limitation, the estimated assessed value, estimated tax increment, available Bond Proceeds, reserve requirements and capitalized interest, if applicable, and schedule of initial and continuing debt service payments (for each project, the “**Project Analysis**”).

Closing Costs shall mean all recording fees, escrow closing costs, and such other closing fees, costs, and charges customarily associated with closing of the Bonds, including, without limitation bond issuance costs and administrative fees and counsel fees for both City Bodies and Developer.

Closing Date shall mean each of the dates on which Closing for the Union Project or Crossing Project occurs.

Concept Plan shall mean, for the Union Project, the plan attached hereto as **Exhibit C-1 (Union Project)** and for the Crossing Project the plan attached hereto as **Exhibit C-2 (Crossing Project)**.

Crossing Allocation Area shall mean the allocation area established for the Crossing Site.

Crossing Project shall mean collectively, the development and construction of a mixed-use project envisioned to include approximately 275 multifamily units and 20,000 square feet of retail and restaurant space). Notwithstanding the foregoing, the Crossing Project may change in use and scope during the Due Diligence Period and shall ultimately be developed based on the Approved Plans. The Crossing Project shall culminate in approximately \$60 Million to \$80 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses.

Crossing Purchase Price shall mean the purchase price agreed to by the Parties based on a shared pro forma, and with such purchase price payable at the time that Developer closes its construction loan and is prepared to commence construction of the Crossing Project.

Crossing Project Site shall mean the approximately ____ acres of real property labeled as the Crossing Site on **Exhibit D**.

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

Development Land shall mean the approximately ten and one-half (10.5) acres of real property depicted on **Exhibit G**.

Diligence Period shall mean, for each of the Projects, the time period commencing on the Effective Date and ending thirty (30) days prior to the applicable Outside Closing Date.

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

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

Excess TIF shall mean any Project Increment remaining, following (i) payment of debt service on the Senior Bonds, (ii) replenishment of reserve funds for the Senior Bonds, (iii) payment of debt service on the Subordinate Bonds, (iv) reimbursement to the Developer for any Shortfall (as defined in **Section 11(b)**), (v) replenishment of reserve funds for the Subordinate Bonds, (vi)

payment of Continuing Bond Costs and (vii) payment of debt service on the Junior Subordinate Bonds.

Final Documents and Drawings shall mean, for each of the Projects, the final design development documents, construction drawings and construction schedule, as each is finalized and approved or reviewed by the City in accordance with City planning and zoning procedure, which Final Documents and Drawings shall strictly comply with the zoning requirements for the Project Site and be materially the same as the Concept Plan.

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

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

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

Incurred Costs shall mean, if this Agreement is terminated (a) after expiration of the applicable Diligence Period; and (b) prior to the applicable Closing, all actual, out-of-pocket, third-party costs and expenses incurred by a party through the date of such termination, to the extent not previously paid or reimbursed by the other party (not to exceed \$100,000).

Junior Subordinate Bonds shall mean Bonds issued for the Union Public Project Garage payable from the Pledged Increment on a junior subordinate basis, following payment from the Pledged Increment of the Senior Bonds and the Subordinate Bonds.

Laws shall mean all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Planned Units Development Ordinance that governs the Project Sites and all applicable environmental laws, as amended.

Original LAA shall mean that certain June 1, 2021, Land Acquisition And Economic Development Agreement by and among Thompson Thrift Development, Inc. and the City Bodies concerning the Development Land, among other obligations and commitments of the parties thereto.

Outside Closing Date shall mean for the (a) Crossing Project on or before October 31, 2026, if such project on Parcel 2 remains financially viable and Developer proceeds to develop such project on Parcel 2, and (b) Union Project on or before December 31, 2025, unless the Outside Closing Date is extended by the City in its sole discretion. In the event Developer or its affiliate do not close on Parcel 2 of the Crossing Project, such land shall remain Commercial Property subject to the Land Acquisition Agreement.

Plat shall mean, for each of the Projects, the plat prepared by Developer that has received all final approvals on or before Closing and is recorded in the Office of the Recorder of Hamilton County, Indiana prior to or contemporaneous with other documents needed for Closing, which Plat is anticipated to create five (5) parcels and a horizontal property regime with multiple parcels.

Pledged Increment shall mean, for the (a) Senior Bonds, (i) the Project Increment, and (ii) the Yard TIF (if available and needed to pay debt service on the Senior Bonds); (b) Subordinate Bonds, (i) the Project Increment following payment of the Senior Bonds, and (ii) the Yard TIF (if available and needed to pay debt service on the Subordinate Bonds and following payment of the Senior Bonds); and (c) the Junior Subordinate Bonds, the Project Increment following payment of the Senior Bonds and the Subordinate Bonds).

Project(s) shall mean, individually or collectively, as applicable, the Crossing Project and the Union Project.

Project Increment shall mean collectively, one hundred percent (100%) of the tax increment generated from the Union Allocation Area, one hundred percent (100%) of the tax increment generated from the Crossing Allocation Area and one hundred percent (100%) of the tax increment generated from the Additional Crossing Allocation Areas.

Project Site(s) shall mean, individually or jointly, as applicable, the Crossing Project Site and the Union Project Site.

Project Lender shall mean, for each of the Projects, a financial institution that is not affiliated with Developer making the Project Loan, and any successor or assignee thereof.

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

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

Property Inspections shall mean, for each of the Project Sites, surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments.

Purchaser shall mean Developer, an affiliate of Developer or a third party identified by Developer.

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

Reimbursement Amount shall mean the positive difference, if any, between the estimated, annual, aggregate amount of tax increment that the City and Developer mutually determine in their commercially reasonable discretion (collectively, or for each parcel, the “**Additional Estimated Taxes**”), will be generated by each of the parcels within the Additional Crossing Allocation Areas and the annual, aggregate tax increment actually generated by such Additional Crossing Allocation Areas. For example, in the event the City and Developer determine the Additional Crossing Allocation Area will annually generate One Hundred Dollars (\$100.00), but only Seventy-Five Dollars (\$75.00) is generated, the Reimbursement Amount for such year would equal Twenty-Five Dollars (\$25.00).

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

Senior Bonds shall mean Bonds issued for the Projects (but not including the Union Project Public Garage) and payable from the Pledged Increment on a senior basis.

Soft Costs shall mean costs incurred in connection with the Projects, which costs are customarily known in the real estate development and construction industry as “soft costs”.

Subordinate Bonds shall means Bonds issued for the Union Project Public Garage and payable from the Pledged Increment on a subordinate basis, following payment on the Senior Bonds and prior to the payment of the Junior Subordinate Bonds. The Subordinate Bonds will also be secured by the Taxpayer Payments.

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

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

Taxpayer Agreement(s) shall mean, for the securing of the Subordinate Bonds, a developer obligations agreement and consent to real property tax lien imposing a lien against the real property included in the Union Allocation Area, equal in priority to the property tax lien granted to the State of Indiana under Ind. Code § 6-1.1-22-13 as permitted by Ind. Code § 36-7-25-6.

Taxpayer Payments shall mean payments made pursuant to the Taxpayer Agreement(s).

Title Insurer shall mean First American Title Insurance Company.

Union Allocation Area shall mean the allocation area established for the Union Project Site.

Union Project shall mean, collectively, the development and construction of mixed-use project envisioned to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty-thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. Notwithstanding the foregoing, the Union Project may change in use and scope during the Diligence Period and shall ultimately be developed based on the Approved Plans. The Union Project shall culminate in approximately \$160 Million to \$180 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses. Notwithstanding the foregoing or anything contained herein, when used herein in relation to the allocation of the Subordinate Bonds and Junior Subordinate Bonds proceeds to the Union Project, the Union Project shall mean only the Union Project Public Garage.

Union Project Public Garage shall mean the public parking garage that is part of the Union Project and located on the Union Project Site [as depicted on **Exhibit D**].

Union Project Site shall mean the approximately 10.5 acres of real property depicted on **Exhibit E**.

Yard Allocation Area shall mean The Yard Economic Development Allocation Area, as depicted on **Exhibit A**.

Yard Bonds shall mean the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2018A (The Yard Retail Project) and the City of Fishers, Indiana Economic Development Revenue Bonds, Series 2018B (The Yard Garage Project).

Yard TIF shall mean for the Yard TIF Term, excess tax increment (any amount not required to pay debt service and other typical administrative costs associated with the Yard Bonds), in an amount not to exceed Five Hundred Thousand and no/100 Dollars, annually from the Yard Allocation Area (as depicted on **Exhibit A**).

Yard TIF Term shall mean the time period remaining under the Laws for the Yard Allocation Area.

2. Interpretation; Term and Other General Matters.

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

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

(c) The term of this Agreement shall be for the period commencing on the Effective Date and continuing throughout the Bond Term (the "Agreement Term"). Except as expressly set forth otherwise herein, this Agreement shall terminate upon the expiration of the Agreement Term; provided, however, the obligation of the Parties to pay any money owed pursuant to this Agreement, shall survive termination of this Agreement) This Agreement concerns two (2) separate and distinct Projects. As such, the terms and provisions herein, unless otherwise specifically stated, equally and separately apply to each of the Projects. For example, and without limitation Developer shall complete the Closing process described in Section 5 and the Plan Refinement process described in Section 12 for each of the Projects.

3. City's Obligations. Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) in connection with Developer, jointly submit the Plat for final approval and recordation at or prior to Closing for each Project; (b) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (c) issue the Bonds and, consistent with the Funding Agreement, make available the Bond Proceeds for Approved Costs and Closing Costs at each Closing, and thereafter, within thirty (30) days after a completed draw request is approved pursuant to the Funding Agreement (which requests shall not be submitted more frequently than monthly); provided, however, the parties acknowledge and agree that Bonds for each of the Projects will not be issued until Closing for such Project; (d) prior to the Union Closing, create the Allocation Areas and pledge the Pledged Increment to repayment of the Bonds; provided, however, any such pledge shall be contingent on Closing for each of the Projects (for example and without limitation, the pledge of increment from the Crossing Allocation Area, shall be subject to Closing for the Crossing Project; provided further that upon the issuance of the Bonds for the Union Project in conjunction with the Closing of the Union Project, the City shall have pledged the increment from the Union Allocation Area and the Additional Crossing Allocation Area to the Bonds for the Union Project, with no contingency) (e) *[intentionally omitted]*; (f) provide reasonable assistance to Developer in connection with any zoning changes or variances determined to be necessary or appropriate for construction and use of the Projects in accordance with the Final Documents and Drawings; provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance and shall not be liable for the result of any rezone requests; (g) pay to Developer any Reimbursement Amount owed pursuant to Section 11; (h) own the Union Project Public Garage and contract for its operation by the Developer pursuant to a Revenue Procedure 2017-13 compliant management agreement; provided, however, any such agreement: (i) shall not require the City Bodies to pay or contribute to the cost of operation or maintenance of the Union Project Public Garage, and (ii) shall provide that all revenues generated by the Union Project Public Garage shall be utilized as determined by Developer; and (i) exercise commercially reasonable efforts to cause the review and timely issuance of the City's development and permit applications necessary to develop and construct the Projects on the Project Sites, including, whenever reasonably possible, coordinating with Developer to lower the Projects' costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical

activities to occur while reserving final approval of less critical activities, to the extent allowed by the Laws; provided, however, City Bodies shall not be obligated to incur expenses related to such assistance.

4. Developer's Obligations.

(a) Subject to the terms and conditions of this Agreement, Developer shall: (1) in connection with the City, jointly submit the Plats for final approval and recordation prior to each of the Closings; (2) complete the Projects (i) substantially in accordance with the applicable Final Documents and Drawings and (ii) with respect to the Union Project, in a manner that results in approximately \$140 Million to \$160 Million Dollars of private investment in the Union Project, and (iii) with respect to the Crossing Project, in a manner that results in approximately \$60 Million to \$80 Million Dollars of private investment in the Crossing Project; (3) pay, when due, all Real Estate Taxes and Assessments on the Projects and the Project Sites; (4) make or cause to be made the payments required by the Taxpayer Agreements; (5) at each Closing, cause the Purchaser to purchase of the Bonds; (6) obtain the Project Loans and ensure that proceeds of such Project Loan are available on the applicable Closing Date (subject to the satisfaction of customary draw conditions); and (7) execute and perform the Ancillary Agreements.

(b) Subject to the terms and conditions of this Agreement, Developer will: (i) own the Crossing Project and the Crossing Project Site; (ii) construct and transfer the Union Project Public Garage to the City; (iii) operate the Union Project Public Garage for the City pursuant to a Revenue Procedure 2017-13 compliant management agreement which will not result in private use with respect to the Subordinate Bonds; and (iv) own the Union Project and the Union Project Site, with the exception of the Union Project Public Garage.

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

(a) Closing. Subject to the terms and conditions of this Agreement, Closing for the (i) Union Project shall occur on a date designated by Developer that is by or before the Outside Closing Date of July 31, 2025, (ii) Crossing Project shall occur on a date designated by Developer that is by or before the Outside Closing Date of October 31, 2026 (if developed by the Developer and subject to the Land Acquisition Agreement) and (iii) each of the Projects shall occur at the office of the Title Insurer or at such other place as the City and Developer mutually may agree.

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

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

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

(iii) The applicable City Bodies and the Purchaser shall execute and deliver the Bond Documents;

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

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

(vi) Developer shall deliver certificates of policies of insurance required pursuant to **Exhibit F**;

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

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

(ix) With respect to the Closing for the Crossing Project, Developer shall pay the Crossing Purchase Price to the City.

6. Taxes. At all times during Developer's ownership or operation of each of the Projects and the Project Sites, as applicable, Developer assumes and agrees to pay or cause to be paid all Real Estate Taxes and Assessments becoming a lien against such Project Site whenever due and payable.

7. Conditions to Developer Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of Developer with respect to each of the Projects and Closings are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7, each of which shall apply to the Closing for the Union Project and Crossing Project:

(a) **Environmental Condition.** Prior to expiration of the Diligence Period, Developer shall have conducted all industry standard Property Inspections concluding that there: (i) is no contamination or pollution of the Project Site, or any groundwater thereunder, by any hazardous waste, material, or substance in violation of any Laws, (ii) are no underground storage tanks located on the Project Site, and (iii) are no wetlands on the Project Site [D. Potter?].

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

(c) Zoning. Prior to expiration of the Diligence Period, Developer shall determine whether the Project Site is or will be zoned for the Project.

(d) Utility Availability. Prior to expiration of the Diligence Period, Developer shall have determined that gas, electricity, telephone, cable, water, storm and sanitary sewer, and other utility services are or will be: (i) in adjoining public rights-of-way or properly granted utility easements, and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Required Permits. Prior to expiration of the Diligence Period, Developer shall have (i) obtained; or (ii) determined that it shall be able to obtain, all Required Permits then available for the current stage of construction.

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

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

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

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

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

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

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

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

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

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

(a) Required Permits. Prior to expiration of the Diligence Period, Developer shall have obtained, or City Bodies or Developer have determined that Developer shall be able to obtain, all Required Permits then available for the current stage of construction.

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

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

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

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

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

(g) Procedure. On or before the Closing Date, the Parties have agreed on the terms on which the Bonds will be issued, and each of the City Bodies has completed all procedures required by the Laws in connection with consummating the transaction contemplated herein, including that: (i) all recommendations, approvals, authorizations, resolutions, and/or ordinances required to be completed, obtained, and/or adopted in connection with: (A) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (B) the use of the Bond Proceeds to pay Approved Costs incurred in connection with the Project; (C) the pledging of the Pledged Increment to the payment of debt service on the Bonds and capitalized interest as applicable; and (D) the Allocation Areas have been established.

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

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

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

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

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

9. Incurred Costs and Failure to Close. Each of the City Bodies and Developer is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other Parties will proceed to Closing on or before the applicable Outside Closing Date. Accordingly, if this Agreement is terminated:

(a) due to (i) a continuing Event of Default by one of the City Bodies, (ii) after expiration of the Diligence Period, failure of the applicable City Body to satisfy the condition included in Sections 8(e) or (g), or (iii) failure of any City Body to comply with the representations and warranties included in Section 10(a), then City Bodies shall reimburse Developer for its Incurred Costs.

(b) due to (i) a continuing Event of Default by Developer, (ii) after expiration of the Diligence Period, failure of Developer to satisfy the conditions included in Section 7(a) through 7(g) and 7(i), or (iii) failure of Developer to comply with the representations and warranties included in Sections 10(b) or (c), then Developer shall reimburse the City for its Incurred Costs.

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

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

10. Representations and Warranties

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

(b) Developer. Developer represents and warrants to each City Body that: (i) Developer is an Indiana corporation, duly existing and validly formed under the laws of the State of Indiana, (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (iii) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (v) this

Agreement is the legal, valid, and binding obligation of Developer, (vi) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer, and (vii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Developer has employees, Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Developer has employees, Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Developer states that it does not currently have employees.

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

(d) Master Development Plan. The City represents that the completion of the Projects are consistent with, a part of, and will assist it in fulfilling its Master Development Plan.

11. Allocation Areas and Pledged Increment; Bonds Structure.

(a) Allocation Areas. Subject to all procedures required by the Laws and the terms and conditions of this Agreement and prior to Closing for the Senior Bonds, the City Bodies shall establish the Allocation Areas. Subject to all procedures required by the Laws the City Bodies shall pledge: (i) the Pledged Increment to the repayment of the Senior Bonds, the Subordinate Bonds and the Junior Subordinate Bonds; (ii) capitalized interest to the Bonds, as applicable; and (iii) the Taxpayer Payments to the repayment of the Subordinate Bonds. The foregoing pledges will remain effective for the respective Bond Terms.

(b) Payment Order. Pledged Increment will be utilized in the following order: (i) to make current payments of interest and principal on the Senior Bonds, (ii) to replenish reserves for the Senior Bonds, (iii) to make current payments of interest and principal on the Subordinate Bonds, (iv) to remedy any prior shortfalls with respect to payments of interest and principal on the Subordinate Bonds pursuant to the Taxpayer Agreements (in any instance, a "**Shortfall**") or, in the event of a Shortfall, reimburse Developer or a Developer affiliate if such entity makes a payment on the Subordinate Bonds (including its carrying costs for such payments), (v) to

replenish reserves for the Subordinate Bonds, (vi) to pay Continuing Bond Costs, and (vii) to make payments of interest and principal on the Junior Subordinate Bonds. City Bodies shall not pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Beginning not less than thirty (30) days prior to the initial date for the first (1st) debt service payment on the Union Project (as stated in the Project Analysis) and continuing for each consecutive year thereafter during the Reimbursement Term (as that term is hereinafter defined), the City shall pay to Developer the Reimbursement Amount, if any, semi-annually on or before May 10th and November 10th of each year of the Reimbursement Term. The “Reimbursement Term” is defined as the earlier of either (i) twenty-five (25) years, or (ii) the date on which owners of the parcels within the Additional Crossing Allocation Area are liable for making a taxpayer payment pursuant to a developer obligations agreement that requires such owners to guarantee tax payments in an amount not less than the Additional Estimated Taxes for such parcel. For the avoidance of doubt, the Reimbursement Term may vary for each parcel within the Additional Crossing Allocation Area depending on when an owner of a parcel within the Additional Crossing Allocation Area is liable for making a payment pursuant to a developer obligations agreement. Notwithstanding the foregoing or anything included herein to the contrary, the Reimbursement Amount shall only be due from the City to the Developer in any semi-annual period, to the extent a Taxpayer Payment is required to be made under a Taxpayer Agreement for such period. Notwithstanding the foregoing with respect to the order of uses of Pledged Increment, the Yard TIF shall be used only to pay debt service on the Senior Bonds and the Subordinate Bonds. The Yard TIF, if available and needed to pay debt service on the Senior Bonds or the Subordinate Bonds will be utilized for debt service on the Senior Bonds before being applied to the Subordinate Bonds.

(c) TIF Revenue Shortfalls. In the event of any Shortfall, such Shortfall shall accrue interest at the Subordinate Bond Interest Rate notwithstanding whether, in the event of a Shortfall, Developer or a Developer affiliate makes a payment on the Subordinate Bonds.

(d) Excess TIF. To the extent there is Excess TIF, such Excess TIF shall be available to the RDC to use for any purpose under the Laws, in its sole discretion.

(e) Interest During Construction. At the option and discretion of Developer, the Bonds shall bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the Bond Interest Rate, or (ii) at the Bond Interest Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations relating to the Bonds. For purposes of this Agreement, the “Bond Interest Rate” shall mean a rate intended to be equal to or less than eight percent (8%), as determined jointly by the Parties, each in the exercise of its reasonable discretion.

(f) Costs of Issuance and Administrative Fees. Developer shall be solely liable for all Closing Costs, which amounts shall be paid from Bond Proceeds, and, subject to Section 11, Bond Proceeds shall additionally be used to pay Continuing Bond Costs.

(g) Bond Structuring. The Bonds may be structured in one or more series to support the Projects. It is currently anticipated that the Senior Bonds will (i) be payable solely from

Pledged Increment (including the Yard TIF), with the lien of the Pledged Increment being pledged on a senior basis to the Subordinate Bonds and Junior Subordinate Bonds, (ii) be issued on a tax-exempt basis, (iii) be issued in multiple separate series on two or more different closing dates, and (iv) be utilized to finance the Crossing Project and the Union Project (but not the Union Project Public Garage). In connection with the issuance of the Senior Bonds it is anticipated that the Developer will own and operate the Crossing Project, the Crossing Project Site, the Union Project (but not own the Union Project Public Garage or have other rights with respect to the Union Project Public Garage that would cause interest on the Subordinate Bonds to be taxable) and the Union Project Site. It is currently anticipated that the Subordinate Bonds will (i) be payable from (A) the Pledged Increment (including the Yard TIF), with the lien of the Pledged Increment pledged to the Subordinate Bonds being subject to the prior payment of the Senior Bonds and senior to the payment of the Junior Subordinate Bonds, and, to the extent the Pledged Increment is insufficient, from the Taxpayer Payments, (ii) be issued on a tax-exempt basis, and (iii) be utilized to finance the Union Project Public Garage. It is currently anticipated that the Junior Subordinate Bonds will (i) be payable from the Pledged Increment, with the lien of the Project Increment pledged to the Junior Subordinate Bonds being subject to the prior payment of the Senior Bonds and the Subordinate Bonds, (ii) be issued on a taxable basis, and (iii) be utilized to finance the Union Project Public Garage. In connection with the issuance of the Subordinate Bonds and Junior Subordinate Bonds it is anticipated that the City will ultimately own and operate the Union Project Public Garage, but that the Union Project Public Garage will be managed by the Developer pursuant to a Revenue Procedure 2017-13 compliant management agreement. Notwithstanding anything contained herein, the parties acknowledge that the proceeds of: (i) the Subordinate Bonds and Junior Subordinate Bonds will be allocated to the Union Project Public Garage portion of the Union Project; and (ii) the Senior Bonds will be allocated to the Crossing Project and the Union Project but excluding the Union Project Public Garage portion of the Union Project. Notwithstanding anything contained herein, including as set forth in Sections 3, 4(a) and 7(h), Bonds may be issued in conjunction with either Project Closing, or on one or more dates separate from and after the Project Closing dates, and there is no requirement that Bonds be issued in conjunction with a Project Closing; provided, however, the Bonds shall not be issued prior to the Union Project Closing.

12. Plan Refinement Process. For each of the Projects, Developer shall prepare and submit the Final Documents and Drawings to the City as part of the Plan Refinement Process. While City may provide written comments to Developer regarding the Final Documents and Drawings, City's rights to approve the Final Documents and Drawings shall be limited to its rights under applicable City process(es) for Zoning and the Required Permits.

13. Inspections. City shall have inspection rights to ensure compliance by Developer with Zoning, the Required Permits, and as otherwise permitted by the Laws.

14. Taxpayer Agreement. For the Subordinate Bonds, to the extent determined necessary for the Subordinate Bonds by the Developer, Developer and the City and the RDC agree to enter into a mutually acceptable Taxpayer Agreement for the Subordinate Bonds, covering the Union Allocation Area, that (a) states that beginning in the calendar year following the first January 1 after Substantial Completion of the Union Project continuing through each calendar year of the

applicable Bond Term, Developer agrees to (i) annually (in semi-annual payments on the dates that are twenty (20) days prior to the next-due payment of debt service on the Subordinate Bonds) pay RDC the positive difference, if any, between: (A) the amount of the required debt service payment on the Subordinate Bonds; and (B) the Pledged Increment distributable to RDC for the applicable year available for payment on the Subordinate Bonds, following payment of the Senior Bonds; (b) provides that the payments due by Developer thereunder are secured by an annually renewable lien against the Union Project Site that is the same in nature and priority to (but different from and in addition to) the lien of Real Estate Taxes and, accordingly, shall: (i) be prior to any mortgage or other lien or encumbrance on the Union Project Site other than the lien of Real Estate Taxes; and (ii) renew automatically every January 1 during the Bond Term in its same priority; and (c) shall be recorded and run with the real property comprising the Union Project Site. Nothing in this Agreement or the Taxpayer Agreement (if required by Developer) shall be deemed to release Developer from any obligation to pay Real Estate Taxes on the Union Project Site regardless of when payable or assessed. The Taxpayer Payments shall only secure payment of the Subordinate Bonds and shall only be required to the extent the Pledged Increment, following payment of the Senior Bonds is insufficient to make payment on the Subordinate Bonds. The Taxpayer Agreement shall be drafted as a guarantee of payments on the Subordinate Bonds and in a manner that does not endanger the tax-exempt status of the Senior Bonds. In the event developer obligations agreements are entered into for the Additional Crossing Allocation Areas, such agreements shall be drafted as guarantees on the Subordinate Bonds and in a manner that does not endanger the tax-exempt status of the Senior and Subordinate Bonds.

15. Default.

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

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

(c) No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any

of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a result of an Event of Default by such party. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

16. Indemnification. Developer shall indemnify and hold harmless City Bodies from and against any and all Claims arising from or connected with: (i) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iii) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; and (iv) the breach by Developer of any term or condition of this Agreement.

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

17. Assignment.

(a) Upon Closing, this Agreement shall run with each of the Project Sites and shall be binding on successors in title to the Project Sites. Prior to Substantial Completion of each of the Projects, Developer shall not assign this Agreement without the approval of the City, and the City Bodies shall not assign this Agreement without the prior written approval of Developer; provided that: (i) without the prior written approval of Developer, City Bodies may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (ii) without the prior written approval of City, Developer may assign, partially or in its entirety, this Agreement to (A) a third party controlling, controlled by or under common control with Developer and/or any subsidiary or affiliate of Developer that has full power, authority, and capability to accept such assignment and perform the obligations of Developer hereunder; or (B) collaterally assign this Agreement (or portion hereof) to a Project Lender.

(b) Notwithstanding any assignment permitted under this Section, the applicable City Bodies or Developer, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release any City Bodies or Developer, as the case may be, from such performance; provided that, if any City Body assigns this Agreement to another agency or instrumentality of the City that: (i) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder, and (ii) expressly assumes all such

obligations in writing; then the applicable City Bodies shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption. Notwithstanding any provision in this Agreement the contrary, upon an assignment in strict compliance with this Agreement by Developer of its rights and obligations in respect of the Project no other assignee of Developer shall have any responsibility for any obligations of Developer other than those expressly assumed by any such assignee.

18. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifermesserlaw@gmail.com; and to Developer, Ashlee Boyd (aboyd@thompsonthrift.com), with copies (via email, only) to: Brian Fritts (bfritts@thompsonthrift.com). Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

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

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

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

22. Original LAA. The Parties acknowledge and agree that the Original LAA includes certain obligations and rights of the Parties concerning the Development Land. On the Effective Date, the Original LAA shall be null, void and of no further force or effect.

23. Development Land. If the Closing for the Union Project does not occur prior to December 31, 2025, then Parties agree that within sixty (60) days thereafter, the City Bodies shall purchase (unless the Parties agree otherwise) the Development Land from Developer for the Development Land Price as calculated pursuant to Exhibit H (including, without limitation, the cap of \$5,900,000.00, the “**Development Land Price**”) and pursuant to the terms included in. Exhibit I (the “**Development Land Closing Terms**”). However, upon Closing on the Union Project, the City Bodies’ right and/or obligation to purchase the Development land shall automatically and without further action of the Parties terminate.

24. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Developer, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City, Building Corp., EDC, RDC, and Developer. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or

content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between Developer, the City, Building Corp., EDC, and RDC or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the City, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

24. Execution of Agreement. Upon City Bodies' approval and execution of this Agreement, the City shall provide to Developer the executed Agreement (the "City-Executed Agreement"). Within ten (10) days of Developer's receipt of the City-Executed Agreement, Developer shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 23 shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies' approval of this Agreement.

25. Index of Exhibits:

Exhibit A:	Yard Allocation Area
Exhibit B	Additional Crossing Allocation Areas
Exhibit C-1:	Concept Plan (Union Project)
Exhibit C-2:	Concept Plan (Crossing Project)
Exhibit D:	Crossing Project Site
Exhibit E:	Union Project Site
Exhibit F:	Insurance
Exhibit G:	Development Land
Exhibit H:	Development Land Cost
Exhibit I:	Development Land Closing Terms

[signatures on following pages]

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

“CITY”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

Date: ____November 20, 2023____

“EDC”

**CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION**

By: _____

Its: _____

Date: _____

“RDC”

FISHERS REDEVELOPMENT
COMMISSION

By: _____
Damon Grothe, President

Date: _____

ATTEST:

By: _____
Anderson Schoenrock, Secretary

Date: _____

“BUILDING CORP.”

FISHERS TOWN HALL BUILDING
CORPORATION

By: _____
Jay Bangert, President

Attest: _____
Secretary

“DEVELOPER”

THOMPSON THRIFT DEVELOPMENT, INC.

By: _____
_____, _____

Date: _____

EXHIBIT A
Yard Allocation Area

EXHIBIT B
Additional Crossing Allocation Areas

EXHIBIT C-1
Concept Plan (Union Project)

Exhibit C-2
CONCEPT PLAN (CROSSING PROJECT)

EXHIBIT D
Project Site (Crossing Project)

EXHIBIT E
Project Site (Union Project)

EXHIBIT F

Developer Insurance Requirements

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

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

EXHIBIT H

Development Land Price

The Parties acknowledge and agree that the following expenses are estimates, and the City Bodies shall be responsible for the actual and documented cost; provided however, such costs shall not exceed Five Million Nine Hundred Thousand and no/100 Dollars (\$5,900,000.00)

Contract Purchase Price	\$4,573,800.00
Title Insurance (<i>TBD</i>)	<i>TBD</i>
ALTA Survey	\$20,000.00
Geotechnical Investigation	\$9,000.00
Environmental (Phase 1 and Reliance)	\$1,500.00
Development Fee	\$0
Recording Fees	\$500.00
Escrow Fees (<i>TBD</i>)	<i>TBD</i>
Loan Fees and Costs (<i>not to exceed \$75K</i>)	\$75,000.00
Additional Due Diligence	\$40,000.00
Attorneys' Fees (<i>not to exceed \$55K</i>)	\$55,000.00
Property Taxes (<i>Assume \$60K AV/acre</i>)	\$14,748.30
LAA and Carry Costs	\$4,789,548.30
Approximate Carry Costs @ 6.0%	\$1,005,805.14
Estimated Land Acquisition Cost	\$5,795,353.44

EXHIBIT I
Development Land Closing Terms

- Development Land Price shall be paid in immediately available funds by wire transfer in accordance with wire transfer instructions to be provided by the title insurer.
- City Bodies may assign the right to acquire the Development Land or any portion thereof but shall be liable to acquire the Development Land until closing on a transfer and conveyance to any third-party.
- Possession of the Development Land or any portion thereof shall be delivered at the City Closing, subject only to (a) the lien of current year taxes and assessments not delinquent; (b) any exceptions to title reflected in the commitment at the time of closing to which the City Bodies do not object; and (c) such other matters that are accepted by the City Bodies in writing.
- City Bodies shall pay or cause to be paid, on the closing date, all closing costs, except that each party shall pay its own attorneys' fees related to the city closing.
- Developer shall deliver: (a) the deed; (b) a vendor's affidavit from in form and substance such that the title insurer will issue the commitment; and (c) such other customary documents or instruments as required to be delivered in connection with a commercial real estate closing.

RESOLUTION NO.: R112023A

RESOLUTION APPROVING PROJECT AGREEMENT (THE UNION & CROSSING PROJECTS)

WHEREAS, Thompson Thrift (“Developer”) is an Indiana-based commercial and residential developer that has designed and constructed mixed-use developments and other residential and commercial amenities throughout the Midwest and in Arizona, Florida and Texas, including, among others, the Fishers District and the Stations, in the City;

WHEREAS, Developer has agreed to invest or cause to be invested approximately \$160 to \$180 Million completing the Union Project, a project that is anticipated to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements;

WHEREAS, additionally, Developer has agreed to invest or cause to be invested approximately \$60 to \$80 Million completing the Crossing Project, a project that is anticipated to include approximately 275 multifamily units and 20,000 square feet of retail and restaurant space;

WHEREAS, the Developer has agreed to complete the Projects if the City will issue a developer-backed bond, utilize excess TIF (if available) from the Yard TIF District to pay any debt service and budget shortfalls, pledge tax increment from the Additional Crossing Allocation Area and otherwise complete its obligations included in the Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”);

WHEREAS, the Projects are part of the comprehensive development at the Event Center that will drive additional tax revenue and provide additional, exceptional amenities and living space within the City; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, meeting in regular session as follows:

Section 1. The City Council hereby approves a project agreement substantially similar to the Agreement.

Section 2. The Mayor is hereby authorized to execute a project agreement substantially similar to the Agreement.

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

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this _20th_ day of November, 2023.

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

R112023A

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _20th_ day of _November_, 2023 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk



MAYOR'S APPROVAL

November 20, 2023

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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



Council Action Form

MEETING DATE	November 20, 2023			
TITLE	A request to Approve an Amendment to Chapter 35.30 of the City of Fishers Code of Ordinances (Fee Schedule).			
SUBMITTED BY	Name & Title: Ed Gebhart, Chief, Fishers Police Department Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading
	Ordinance #: 112023		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head		☐ Controller's Office
	☒ Department Head		☐ Finance Committee
	☐ Deputy Mayor		☐ Technical Advisory Committee
	☒ Mayor		☒ Other:
	☒ Legal Counsel – <i>Name of Reviewer:</i> Lindsey Bennetl		
BACKGROUND (Includes description, background, and justification)	Indiana Code allows cities/police departments to charge on a per minute basis, up to \$150 for copies of law enforcement recordings. FPD has reviewed the cost of retrieving the data, the labor involved with reviewing and redacting each video, as well as review by the law department and has determined that the cost should be \$.50/minute for FPD review and \$.75/minute for attorney review, for each video that is requested. This ordinance simply codifies these fees in the Fee Schedule.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold 1 st Reading	
	2.	Provide an alternative direction	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Hold 1 st Reading		
SUPPLEMENTAL INFORMATION (List all attached documents)	Ordinance		

ORDINANCE NO. 112023
AN ORDINANCE OF THE CITY OF FISHERS, INDIANA
AMENDING SECTION 35.30, FEE SCHEDULE, OF THE FISHERS CODE OF
ORDINANCES

WHEREAS, City of Fishers Ordinance, Title III, Administration, Chapter 35, City Policies, provides for the imposition and collection of various fees by the City of Fishers, Hamilton County, Indiana (“City”);

WHEREAS, Indiana Code §5-14-3-1 *et seq.* allows for cities to charge 105% of the sum of the cost of (1) the initial development of a program, if any; (2) the labor required to retrieve the electronically stored data; (3) the labor required in a law enforcement recording to (A) obscure nondisclosable information and (B) perform an administrative review to determine if all nondisclosable information has been obscured; and (4) any medium used for electronic output for providing a copy of electronically stored data, up to one hundred fifty dollars (\$150);

WHEREAS, the Fisher Police Department has reviewed the cost of labor to provide law enforcement recordings, to retrieve the data, to obscure nondisclosable information, to perform an administrative review of the video and has determined that the cost of providing a copy of law enforcement recordings should be, for each video requested, \$.50 per minute for the duration of the video for police department review and \$.75 per minute for the duration of the video for attorney review, up to a maximum of \$150.00.

WHEREAS, the City now desires to amend said Ordinance to modernize the City’s schedule of fees, allowing the City’s Police Department to charge video fees per minute, up to \$150, per video requested; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Fishers meeting in regular session as follows:

Section 1. Section 35.30 is hereby amended to include the following:

Schedule I

Police Department	Video or Law Enforcement Recording Copy Fee (per video) – Copy and Police Department Review	\$.50 per minute of the video, up to \$150
Police Department	Video or Law Enforcement Recording Copy Fee (per video) – Attorney Review	\$.75 per minute of the video, up to \$150

Section 2. All other provisions of Fishers’ ordinances or policies not in conflict with or

specifically changed by this amendment shall remain in full force and effect.

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

ALL OF WHICH IS SO ORDAINED BY THE COMMON COUNCIL OF FISHERS,
INDIANA THIS 20th DAY OF NOVEMBER, 2023.

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the _____ day of _____, 2023 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, City Attorney, 1 Municipal Drive, Fishers IN 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." /s/ Lindsey M. Bennett





Council Action Form

MEETING DATE	November 20, 2023			
TITLE	A RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY OF FISHERS, INDIANA AND INDIANA DEPARTMENT OF TRANSPORTATION FOR DRAINAGE AND EROSION CONTROL			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading
	Ordinance #:		Resolution #: R112023B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head		☐ Controller's Office
	☒ Department Head		☐ Finance Committee
	☐ Deputy Mayor		☐ Technical Advisory Committee
	☒ Mayor		☒ Other:
	☒ Legal Counsel – <i>Name of Reviewer:</i> Lindsey Bennetl		
BACKGROUND (Includes description, background, and justification)	INDOT and the city entered into a partnership to address erosion issues adjacent to I -69 along USA Pkwy. There are two locations that have seen through the years erosion due to existing construction work and clearance performed by the city and INDOT. The city has engaged with Crider & Crider to preform the work after receiving three quotes from other contractors. The total cost of work is \$110,000 dollars that will be split between the city and INDOT. This agreement will allow the city to preform the work along the two locations identified in the exhibit and will be reimibursed from INDOT. The dollar amount for reimbursable will not exceed \$55,000.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		\$110,000
	Expenditure \$:		\$55,000
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Resolution	
	2.	Provide an alternative direction	
	3.		
	4.		
PROJECT TIMELINE	Work has commenced and the will be completed once drainage structures are delivered to the site. Anticipated to be completed before the end of the year		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve Resolution		
SUPPLEMENTAL INFORMATION (List all attached documents)	Interlocal Resolution		

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
CITY OF FISHERS
For
DRAINAGE AND EROSION CONTROL

Contract # _____

This Interlocal Agreement (“Agreement”) is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as “INDOT” or the “State”), and the City of Fishers (hereinafter referred to as the “CITY”), collectively referred to as the “Parties”, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the Parties agree that improper grading of INDOT’s right-of-way has caused drainage and erosion issues along certain areas of I-69; and

WHEREAS, to improve drainage and control erosion, the Parties seek to cooperate on a project to properly grade certain areas of I-69 (the “Project”), as shown in **Exhibit A**, which is attached hereto and incorporated herein by reference; and

WHEREAS, the CITY shall be responsible for all aspects of the Project’s construction, including, but not limited to, preliminary engineering, construction, and liability; and

WHEREAS, the cost of the Project is estimated to be \$110,000.00, as show in **Exhibit B**, which is attached hereto and incorporated herein by reference; and

WHEREAS, INDOT shall pay for half of the Project’s costs; however, INDOT’s costs shall not exceed \$55,200.00;

WHEREAS, it is in the mutual interest of the Parties to cooperate regarding the Project;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

I. SPECIFIC PROVISIONS

- 1.1. Term of Agreement.** This Agreement shall be effective on the date approved as to form and legality by the Office of the Indiana Attorney General. This Agreement shall expire two years after the execution of the Agreement or upon completion of final audit of the

Project by INDOT, whichever occurs first. This Agreement may be renewed or extended under the same terms and conditions subject to the approval of all signing Parties, as provided under Section 2.40 herein. Section 2.22 is perpetual and shall survive the expiration of the Agreement.

- 1.2. **Consideration.** The total costs of the Project are anticipated to be **\$110,000.00**. The CITY shall be responsible for 50% of the costs of the Project. INDOT shall be responsible for no more than 50% of the costs of the Project, in an amount not to exceed \$55,200.00.

1.3. **CITY's Responsibilities.**

1.3.1. **Financial Responsibilities.** The CITY shall be responsible for at least half of the costs of the Project. The CITY shall submit invoices to INDOT showing the costs for which it is seeking reimbursement. To the extent permitted by law, in addition to the terms agreed upon pursuant to Section 2.22 of this Agreement, the City shall indemnify and hold INDOT harmless for any claims arising out of the Project. This provision shall survive the termination of this Agreement.

1.3.2. **Project Responsibilities.**

A. The CITY shall be the lead agency and shall be responsible for all aspects of the Project, including letting, preliminary engineering, design, utility relocation, permitting, and environmental work.

B. The CITY will let and award the Project for construction through its usual processes.

C. The CITY shall be responsible for ensuring there are plans and specifications for the Project in accordance with any and all applicable federal, state and local standards, requirements and best practices. The CITY shall perform, or cause to be performed, all aspects of the Project in accordance with all applicable state and federal laws, as well as INDOT standards, policies, and procedures relative to this Agreement. The CITY shall conduct all installation, maintenance, and improvements of the Project in accordance with all applicable federal and state laws as well as INDOT and FHWA standards and good engineering practices as set forth in the following: (1) Title 23, US Code, Highways, (2) the regulations issued pursuant thereto, (3) the Americans with Disabilities Act of 1990, (4) I.C. 36, and (5) the policies and procedures promulgated by INDOT and FHWA relative to the Agreement. All plans shall be completed in accordance with all requirements of the most recent edition of INDOT's Standard Specifications and the Indiana Design Manual.

1.4 **INDOT'S Responsibilities.**

1.4.1. **Financial Responsibilities.** INDOT shall be responsible for no more than 50% of the Project's eligible costs, in an amount not to exceed **\$55,200.00**.

1.4.2. Project Responsibilities. INDOT shall provide final inspection and approval of the Project. INDOT shall be the sole and final decision maker on anything that is related to and/or may impact the quality and function of I-69. INDOT shall have approval authority for the CITY's installation and maintenance of the Project and for any improvements to the Project located within the state-owned or controlled right-of-way. Such review and approval shall be completed within a reasonable period of time. Under no circumstances shall INDOT be responsible for any work associated with the installation, maintenance, or improvement of the Project.

1.5. Payment of Project Costs.

1.5.1. Funding Contribution from INDOT. INDOT shall pay its portion of the costs of the Project to the CITY within thirty-five (35) days of receipt of the invoices from the CITY for work completed in accordance with Section 2.16.

1.6. Project Coordination. INDOT and the CITY agree to coordinate all plans and schedules pertaining to the Project. Subject to the terms and conditions of this Agreement, INDOT grants permission to the CITY, its employees, and contractors to enter upon the state-owned or controlled right-of-way for the sole and exclusive purposes of inspecting, maintaining, operating, and repairing the Project. The CITY shall notify INDOT of its intent of entering on to the state-owned or controlled right-of-way whenever doing so could affect flow of traffic or the safety of the traveling public on I-69 at least ten (10) business days before commencing any such work. Pursuant to applicable state and federal law, for highway and limited access facilities, INDOT must grant written permission for each entry into the state-owned or controlled right-of-way, which must be based on specific traffic control and/or worker safety plans. Accordingly, as a condition precedent to giving effective notice, the CITY shall provide to INDOT all such traffic control and worker safety plans and other information as INDOT shall request or require in connection with granting such permission. The CITY shall not enter upon the state-owned or controlled right-of-way until the CITY has received written approval via a permit from INDOT, which shall not be unreasonably withheld, to enter upon the state-owned or controlled right-of-way. INDOT shall only be required to approve the CITY's request to enter upon state-owned or controlled right-of-way if the CITY's request is consistent with all applicable federal and state laws and this Agreement.

1.7. Public Statements or Disclosures. The Parties shall consult with each other and must agree as to the timing, content, and form before issuing any press release or other public statements or disclosures related to the Project or this Agreement. However, this Section does not prohibit either of the Parties from making a public statement or disclosure regarding this Agreement or the Project if, in the opinion of a Party's legal counsel, such a disclosure is required by law, including but not limited to Indiana's Access to Public Records Act (IC 5-14-3), legal process or directive of a regulatory authority having jurisdiction over either PARTY.

1.8. Interpretation. The Recitals recorded above are incorporated by reference into this Agreement.

II. GENERAL PROVISIONS

2.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized designees. Copies shall be furnished at no cost to INDOT if requested. The CITY agrees that, upon request by any party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Assignment; Successors. [OMITTED – NOT APPLICABLE.]

2.3. Assignment of Antitrust Claims. As part of the consideration for the award of this Agreement, the CITY assigns to the State all right, title and interest in and to any claims the CITY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

2.4. Audits. The CITY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.* and audit guidelines specified by the State. The State consider the CITY to be a “Contractor” under 2 CFR 200.331 for purposes of this Agreement. However, if it is determined that the CITY is a “subrecipient” and if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements), CITY shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 *et. seq.*

2.5. Authority to Bind the CITY. The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the CITY when his/her signature is affixed and accepted by the State.

2.6. Certification for Federal-aid Contracts Lobbying Activities. The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.7. Changes in Work. The CITY shall not commence any additional work or change the scope of the work until authorized in writing by the State. The CITY shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

2.8. Compliance with Laws.

A. The CITY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

(1) The CITY and any principals of the CITY certify that:

(A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of:

- i. IC §24-4.7 [Telephone Solicitation Of Consumers];
- ii. IC §24-5-12 [Telephone Solicitations]; or
- iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.9. Condition of Payment. All services provided by the CITY under this Agreement must be performed to INDOT's reasonable satisfaction, as determined at the discretion of the undersigned INDOT representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. INDOT shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

2.10. Confidentiality of State Information. [OMITTED—NOT APPLICABLE.]

2.11. Continuity of Services. [OMITTED—NOT APPLICABLE.]

2.12. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CITY.

B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The CITY shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT’s request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

2.13. Default by State. [OMITTED—NOT APPLICABLE.]

2.14. Disputes. [OMITTED—NOT APPLICABLE.]

2.15. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CITY’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.16. Employment Eligibility Verification.

The CITY affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The CITY further agrees that:

A. The CITY shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CITY is not required to participate should the E-Verify program cease to exist. Additionally, the CITY is not required to participate if the CITY is self-employed and do not employee any employees.

B. The CITY shall not knowingly employ or contract with an unauthorized alien. The CITY shall not retain an employee or contract with a person that the CITY subsequently learns is an unauthorized alien.

C. The CITY shall require its subcontractors, who perform work under this Agreement, to certify to the CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CITY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the CITY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.17. Employment Option. [OMITTED—NOT APPLICABLE.]

2.18. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the

Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.19. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.20. Governing Laws. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.21. HIPPA Compliance. [OMITTED—NOT APPLICABLE.]

2.22. Indemnification. The CITY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, and its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

2.23 Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party.

2.24 Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE.]

2.25 Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

2.26 Insurance. [OMITTED – NOT APPLICABLE.]

2.27 Key Person(s). [OMITTED – NOT APPLICABLE.]

2.28 Licensing Standards. [OMITTED – NOT APPLICABLE.]

2.29. Merger & Modification. This Agreement constitutes the entire Agreement between the Parties. No understandings, Agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written Agreement signed by all necessary Parties.

2.30 Minority and Women’s Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

2.31. Non-Discrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law (“Protected Characteristics”). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, where applicable, the CITY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT’s nondiscrimination

enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the CITY, for itself, its assignees and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CITY shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CITY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.32. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by email or first-class U.S. mail service to the following addresses, unless otherwise specifically advised:

A. For INDOT: Technical Services Director
INDOT Greenfield District
23 South Broadway Street
Greenfield, IN 46140
Email: vcockrum@indot.in.gov

With Copy To: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204
Email: kshelby@indot.in.gov

B. For CITY: Hatem Mekky, Director of Engineering
City of Fishers
3 Municipal Drive
Fishers, IN 46038
317-595-3160
Email: mekkyh@fishers.in.us

2.33 Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE.]

2.34 Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

2.35. Payments.

A. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CITY in writing unless a

specific waiver has been obtained from the Indiana Comptroller. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. [OMITTED – NOT APPLICABLE.]

2.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, IC 34-54-8, IC 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.37 Progress Reports. [OMITTED – NOT APPLICABLE.]

2.38. Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the CITY is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The CITY shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

2.39. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on the transparency portal as required by Executive Order 05-07 and IC §5-14-3.5-2. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.40. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed agreement may not be longer than the term of the original Agreement.

2.41. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.42. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

2.43. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.44. Taxes. [OMITTED – NOT APPLICABLE.]

2.45. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INDOT, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, INDOT determines that such termination is in its best interest. Termination of services shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The CITY shall be compensated for services properly rendered prior to the effective date of termination. The STATE will not be liable for services performed after the effective date of termination. The CITY shall be compensated for services herein provided but in no case shall total payment made to the CITY exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

2.46. Termination for Default. [OMITTED – NOT APPLICABLE.]

2.47. Travel. [OMITTED – NOT APPLICABLE.]

2.48. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither INDOT's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY's negligent performance of any of the services furnished under this Agreement.

2.49. Work Standards. [OMITTED – NOT APPLICABLE.]

2.50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: none, unless noted as omitted.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNT_RCTS.GBL

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

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CITY COUNCIL OF FISHERS, INDIANA

By:

ATTEST:

By: Clerk-Treasurer

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STATE OF INDIANA
Indiana Department of Transportation
Recommended for approval by:

Clark W. Packer
Greenfield District Deputy Commissioner
Indiana Department of Transportation

Date: _____

Executed By:

_____(FOR)
Michael Smith, Commissioner
Indiana Department of Transportation

Date: _____

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APPROVALS

STATE OF INDIANA
State Budget Agency

By: _____(FOR)
Zachary Q. Jackson, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____(FOR)
Rebecca Holwerda, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____(FOR)
Theodore E. Rokita,
Attorney General of Indiana

Date : _____

Prepared by: Kirstie Andersen, Attorney No. 20005-49
Indiana Department of Transportation

Legend

-  Fill and Riprap
-  6" Topsoil with Seed Mixture, P & Straw
-  Grading
-  Grade Flow Direction
-  Existing Storm Structures
-  Proposed End Section
-  Existing Storm Pipes
-  Proposed Storm Pipe to Connect to Existing Manhole

122 LFT of Ditch Line

Limited Grading and Spot Treat with Topsoil

12,179 Total Grading Area in Square Feet

149 LFT of Ditch Line

4917 Total Fill and Riprap Area in Square Feet

Grade, Seed and Blanket Ditch

40 Tons Riprap, Revetment

Riprap Ditch
20 Tons Riprap, Revetment

Cap with Topsoil, Seed and Blanket

Existing Storm Pipe

25,917 Total Area in Square Feet of 6" Topsoil with Seed Mixture, P & Straw

Flows South to EB Culvert that crosses I-69 to Cheeney Creek

Legend

- Existing Storm Structures
- Proposed End Section
- Existing Storm Pipes
- Proposed Storm Pipe to Connect to Existing Manhole
- Grade Flow Direction
- Fill and Riprap
- 6" Topsoil with Seed Mixture, P & Straw
- Grading

New Proposed Storm Pipe
with End Section:
16 LFT of 36" RCP at +0.2%

125 LFT of Ditch Line

8,557 Total Grading Area
in Square Feet

Existing Storm System

89 LFT of Ditch Line

Grading Dividing
Line

New Manhole with Inlet Casting
New Proposed Storm Pipe
with End Section:
Southeast 27 LFT of 12" RCP at +0.2%

2092 Total Fill and Riprap
Area in Square Feet



1900 Liberty Drive • Bloomington, Indiana 47403 • Office: (812) 336-4452 • Fax: (812) 333-1434

August 31, 2023

To: Mr. Hatem Mekky
Director of Engineer, City of Fishers
Tel: (317) 595-3162
Email: mekkyh@fishers.in.us

Re: I-69 ROW Grading Projects – Crider & Crider Quote

Below please find attached our quote for the I-69 ROW Grading Projects as requested in accordance with the documentation sent over on July 26, 2023 (Exhibits 1 and 2), totaling **\$110,400.05**

If you have any questions or need any additional information, please let us know.

Respectfully Submitted,

Phil A. Sundling, PE
Crider & Crider, Inc.

Project: FISHERS DRAINAGE

Date: 8/31/2023



Indot #	Description	Qty	U/M	Bid Total	Bid Total
10	PERMENANT SEED	5962	SY	\$1.54	\$9,181.48
20	EROSION CONTROL BLANKET	1446	SY	\$4.22	\$6,102.12
20	GRADE GREENSPACE	5962	SY	\$3.78	\$22,539.03
30	IMPORT TOPSOIL	480	CY	\$30.10	\$14,448.00
40	RESPREAD TOPSOIL - GREENSPACE	480	CY	\$9.39	\$4,507.20
50	REVTMENT RIPRAP	164	TON	\$185.52	\$30,425.28
60	12" CLASS III RCP, 6-10'	27	LF	\$164.32	\$4,436.64
70	STORM INLET, 0-6'	1	EACH	\$5,016.88	\$5,016.88
80	36" STORM RCP CLASS III, 0-6'	16	LF	\$367.14	\$5,874.24
90	36" END SECTION	1	EACH	\$7,869.18	\$7,869.18

EXHIBIT 1

\$110,400.05

RESOLUTION NO. R112023B
A RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY OF FISHERS, INDIANA AND INDIANA DEPARTMENT OF TRANSPORTATION FOR DRAINAGE AND EROSION CONTROL

WHEREAS, the City of Fishers, Indiana (“City”) and the Indiana Department of Transportation (“INDOT”) agree that the grading of INDOT’s right-of-way has caused drainage and erosion issues along certain areas of I-69;

WHEREAS, to improve drainage and control erosion, the City and INDOT seek to cooperate on a project to properly grade certain areas of I-69 (the “Project”), as shown in the Interlocal Agreement attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the City shall be responsible for all aspects of the Project’s construction, including, but not limited to, preliminary engineering, construction, and liability;

WHEREAS, the cost of the Project is estimated to be \$110,000.00; and

WHEREAS, INDOT shall pay for half of the Project’s costs, but shall not exceed \$55,200.00;

WHEREAS, it is in the mutual interest of the Parties to cooperate regarding the Project;

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

Section 1. The Common Council for the City of Fishers hereby approves the Interlocal Agreement, attached hereto and incorporated herein as **Exhibit A**.

Section 2. The Common Council for the City of Fishers hereby authorizes the Director of Engineering to execute the Agreement and any ancillary documents in furtherance of the Agreement.

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

ALL OF WHICH IS RESOLVED BY the Common Council of the City of Fishers, Hamilton County, Indiana this 20th day of November, 2023.

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

R112023B

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___20th___ day of ___November___, 2023 at _____p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE November 20, 2023

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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





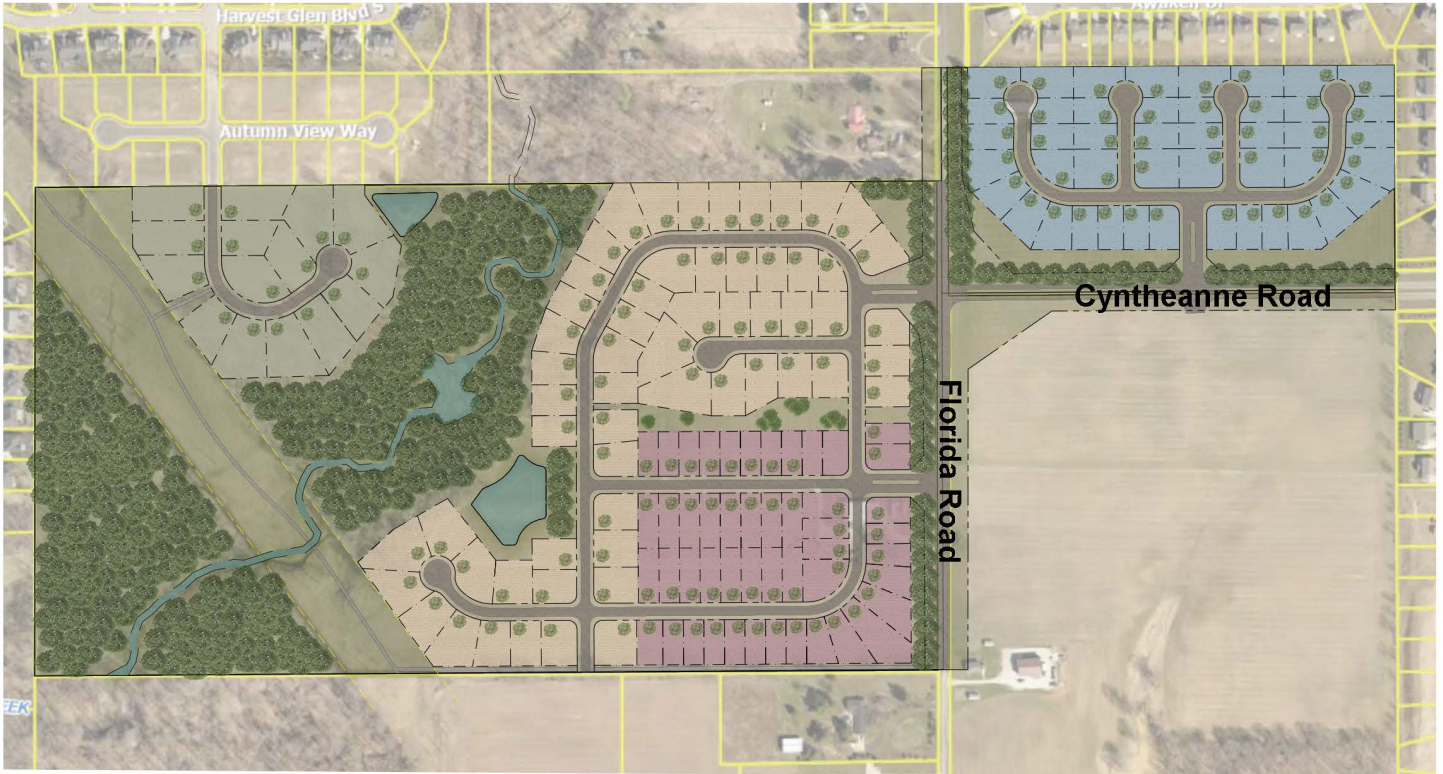
Council Action Form

MEETING DATE	November 20, 2023			
TITLE	Consideration of a text amendment to the Cove at Thorpe Creek PUD to allow for maximum height of 40' in Grand Estate District, add Masterpiece Collection homes to Designer District and update Illustrative Architectural Exhibit with Masterpiece Collection (TA-23-5).			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 091823A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Fischer Homes requests a text amendment to the Cove at Thorpe Creek PUD for approval of new home elevations, an updated concept plan and to increase the height of homes in the Grand Estates District from 35 feet to 40 feet. Currently, only Fischer Homes's Grand Estates, Designer and Patio Collection homes are allowed in the PUD. Elevations were reviewed at the November 1, 2023 PUD Review Committee with a vote of 3-0. A Public Hearing was held at the November 1, 2023 Plan Commission Meeting, and Plan Commission sends a favorable recommendation of 7 - 0. See Petitioner's Packet for concept plan and architectural renderings illustrating the intended development for this property. See Staff Report for additional background.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold Final Reading
	2.	Continue
	3.	Deny
	4.	Take no action
PROJECT TIMELINE	September 18, 2023 - 1st Reading - City Council November 1, 2023 - Elevation Approval - PUD Committee November 1, 2023 - Public Hearing - Plan Commission November 20, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold Final Reading and approved as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Staff Report 2. Petitioner's Packet 3. Ordinance	

The Cove at Thorpe Creek

Text Amendment



- Grand Estates
- Masterpiece or Designer
- Designer
- Patio



PRESENTED BY
MINDY WESTRICK, ESQ.



City Council Final Reading | November 20, 2023

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THE COVE AT THORPE CREEK	

Developer:
Grand Communities, LLC
3940 Olympic Boulevard, Suite 400
Erlander, KY 41018

Builder:
Amanda Deardorff,
Land Acquisition Manager

Fischer Homes Indianapolis II, LLC
6602 E. 75th Street, Suite 400
Indianapolis, IN 46250

Attorney:
Mindy Westrick Brown, Esq.
Mark R. Leach, Land Use Planner

Faegre Drinker Biddle & Reath LLP
600 E. 96th St., Suite 600
Indianapolis, IN 46240

Telephone: 317.569.9600
Fax: 317.569.4800

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<u>Tab 2</u>	Aerial Location Map
<u>Tab 3</u>	Concept Plans
<u>Tab 4</u>	Masterpiece Collection Architectural Exhibit
<u>Tab 5</u>	Proposed PUD Ordinance

TAB 1

EXECUTIVE SUMMARY	
THE COVE AT THORPE CREEK	

Grand Communities, LLC and Fischer Homes Indianapolis II, LLC (together “Fischer Homes”) are requesting a modest text amendment to the previously approved plans for The Cove at Thorpe Creek, a 107 +/- acre residential neighborhood located south of Southeastern Parkway on both sides of Florida Road and adjacent to the existing Thorpe Creek and Whelchel Springs neighborhoods (please see the Aerial Location Map at Tab 2). The development is adjacent to two primary arterial roadways and the planned Geist Greenway trail, and it is near five significant parks planned for the area.

The Text Amendment. The requested changes are:

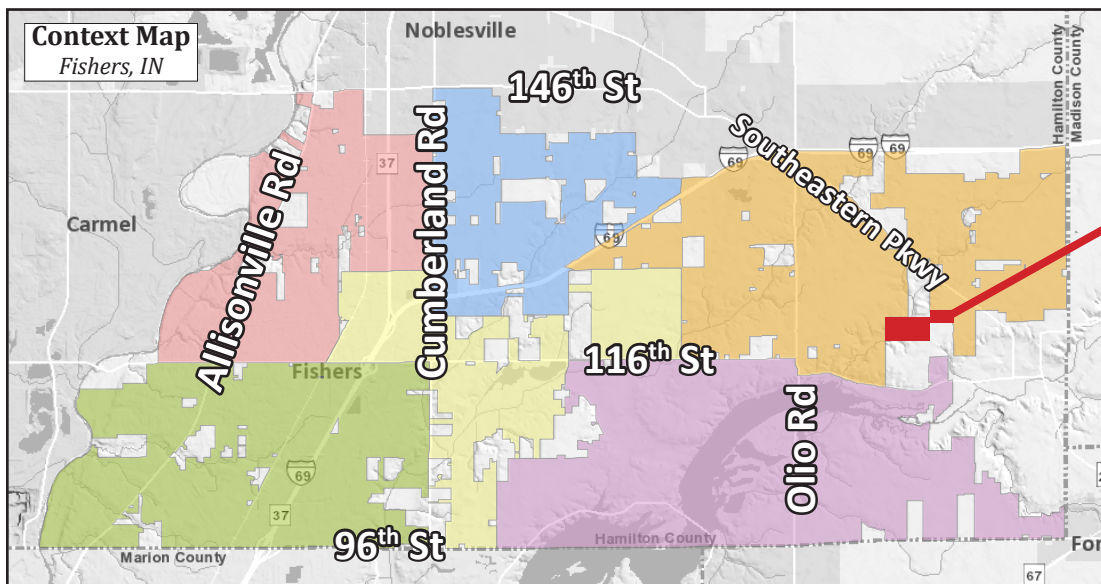
- Maximum building height within the Grand Estates District is increased to 40 feet.
- The Masterpiece Collection homes are added as allowed within the Designer District.
- Updated concept plan.

Thank you for your consideration.

TAB 2

AERIAL LOCATION MAP (+/- 107 ACRES)

THE COVE AT THORPE CREEK



REAL ESTATE

AERIAL LOCATION MAP (+/- 107 ACRES)

THE COVE AT THORPE CREEK



REAL ESTATE

TAB 3

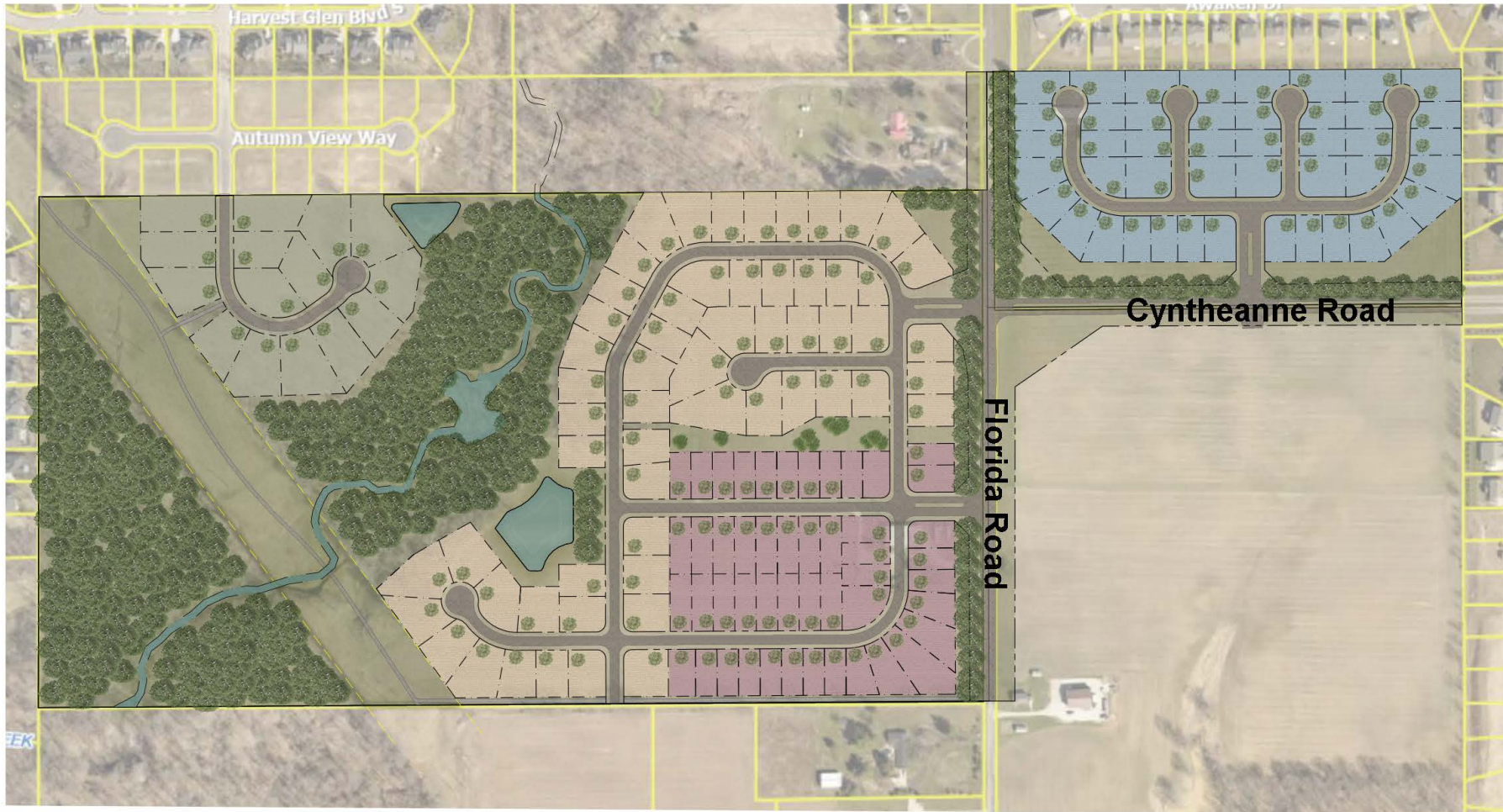
PREVIOUS CONCEPT PLAN

THE COVE AT THORPE CREEK



REVISED CONCEPT PLAN

THE COVE AT THORPE CREEK



- Grand Estates
- Masterpiece or Designer
- Designer
- Patio

TAB 4

MASTERPIECE COLLECTION

The Cove Seaside Villa



The Emerald American Heritage



The Haystack Seaside Cottage



The Cove English Heritage



The Emerald American Cottage



The Haystack Seaside Villa



The Cove Seaside Quail



The Emerald Coastal Cottage



The Haystack Seaside Cottage



The Cove Seaside Cottage



The Emerald Seaside Villa



The Cove Seaside Manor



The Emerald Seaside Villa



The Emerald Seaside Cottage



The Emerald Seaside Villa



The Emerald Seaside Villa



The Emerald Seaside Villa



The Emerald Seaside Villa



MASTERPIECE COLLECTION

The Keller Family Craftsmen



The Keller American Classic



The Laurel Coastal Classic with Stone



The Keller Villa Toscana



The Keller Rustic Red Retreat



The Laurel Modern Farmhouse with Brick



The Modern American Classic



The Keller Bella Vista



The Laurel Modern Farmhouse with Stone



The Laurel American Classic with Brick



The Marshall Windsor Craftsmen



The Marshall Windsor Craftsmen



The Laurel American Classic with Stone



The Marshall English Retreat



The Marshall American Classic



The Laurel Coastal Classic with Brick



The Marshall English Retreat



The Marshall Bella Vista



ILLUSTRATIVE ARCHITECTURAL EXHIBIT

THE COVE AT THORPE CREEK

MASTERPIECE COLLECTION



TAB 5

ORDINANCE NO. 091823A

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, ADOPTING A TEXT AMENDMENT TO THE OFFICIAL ZONING MAP FOR A PROJECT KNOWN AS THE COVE AT THORPE CREEK PLANNED UNIT DEVELOPMENT DISTRICT.

WHEREAS, this is an ordinance to amend the Planned United Development (PUD) District otherwise known as The Cove at Thorpe Creek PUD, Ordinance No. 071921A, previously enacted by the Fisher's City Council.

WHEREAS, the Advisory Plan Commission for the City of Fishers ("Plan Commission") has conducted a public hearing on Docket No. TA-23-5 as required by law in regard to the text amendment; and

WHEREAS, the Plan Commission at its November 1, 2023 meeting sent a favorable recommendation to the Common Council by a vote of seven (7) in favor and zero (0) opposed.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, MEETING IN REGULAR SESSION AS FOLLOWS:

SECTION 1. This text amendment shall apply to the entirety of the real estate of Ordinance No. 071921A, as described and shown in **Exhibit A**, attached.

SECTION 2. The specific zoning standards, concept plans, and illustrative architectural exhibits shall be amended as shown in **Exhibit B** and **Exhibit C**, attached, in order to: (a) allow for a maximum building height of 40 feet for primary structures in the Grand Estates District, (b) amend the Concept Plan, (c) add the Masterpiece Collection to the Illustrative Architectural Exhibit, (d) amend the Additional Architecture Exhibit, and (e) incorporate the Masterpiece Collection as permitted within the denoted Designer District.

SECTION 3. This Ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SO BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA this 20th day of November, 2023.

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023, 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: Mindy Westrick Brown, Counsel, Faegre Drinker Biddle & Reath, 300 North Meridian St., Suite 2500, 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." Nick Weber

Exhibit A – Real Estate Description and Depiction

20 Acre Tract

20 acres off the North end of West Half of the Southeast Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Hamilton County, Indiana described as follows:

Beginning at the northwest Corner of said Southeast Quarter Section; thence along the thereof North 89 degrees 30 minutes 58 seconds East (bearings based on State Plane Coordinates) 1323.80 feet to the Northeast Corner of the West Half of said Quarter Section; thence along the East line of said Half-Quarter Section South 00 degrees 14 minutes 49 seconds East 658.11 feet; thence parallel with the North line of said Quarter Section South 89 degrees 30 minutes 58 seconds West 1324.17 feet to the West line of said Quarter section; thence along last said West line North 00 degrees 12 minutes 52 seconds West 658.11 feet to the Point of beginning of this described tract containing 20.00 acres, more or less, subject to all rights-of-way, easements and restrictions.

86.902 Acre Tract

Part of the Southwest Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, described as follows:

Commencing at a stone marking the Northeast Corner of said quarter-section and thence running South 00 degrees 12 minutes 52 seconds East (bearings based on State Plane Coordinates) along the East line of said quarter-section 330.00 feet to the Point of Beginning of the tract described herein; thence continuing South 00 degrees 12 minutes 52 seconds East along the East line of said quarter-section 1427.25 feet; thence South 89 degrees 35 minutes 44 seconds West 2656.10 feet to an existing 3/8" rebar set on the west line of said quarter-section; thence North 00 degrees 05 minutes 15 seconds East along the West line of said quarter-section 1427.16 feet to a 1/2" rebar which lies 330.00 feet southerly from a stone marking the Northwest corner of said quarter-section; thence North 89 degrees 35 minutes 21 seconds East 1328.60 feet to a 1/2" rebar; thence North 89 degrees 35 minutes 46 seconds East parallel with the North line of said quarter-section 1320.63 feet to the Point of Beginning containing 86.902 acres, more or less, subject to all easements and rights-of-way and restrictions.

Prepared by Jeffrey D. Knarr, P.S. Projects Plus, 1257 Airport Parkway Suite A, Greenwood, IN. (317) 882-5003 ex 301.



2023

Exhibit B – Text Amendment for The Cove at Thorpe Creek PUD



Planning & Zoning Department

City of Fishers

Ordinance: 091823A



A. Declaration, Purpose and Intent, Applicability, and Allowed Uses

1. Declaration

- a. Ordinance No. 091823A (this "Ordinance")
- b. Adopted: November 20, 2023

2. Purpose and Intent

The Cove at Thorpe Creek Planned United Development (PUD) District Ordinance No. 071921A, and the Official Zoning Map of the City of Fishers, Indiana, as amended, which accompanies and is a part of the Zoning Code of the City of Fishers, Indiana, are hereby amended as follows. This text amendment shall apply to the entirety of the real estate of Ordinance No. 071921A, as described and shown in **Exhibit B.1**, attached.

- a. The Grand Estates District is hereby amended to allow for a maximum building height of 40 feet for primary structures, as shown below.
- b. The Concept Plan, **Exhibit B.2**, is hereby amended, as shown.
- c. The Illustrative Architectural Exhibit, **Exhibit B.3**, is hereby amended to add the Masterpiece Collection, as shown.
- d. The Additional Architecture Exhibit, **Exhibit B.4**, is hereby amended, as shown.
- e. The Masterpiece Collection, as shown in **Exhibit C**, is hereby incorporated as permitted within the denoted Designer District.

Development of the Real Estate shall be governed entirely by the provisions of this Ordinance and the previously approved Ordinance No. 071921A.

B. Standards

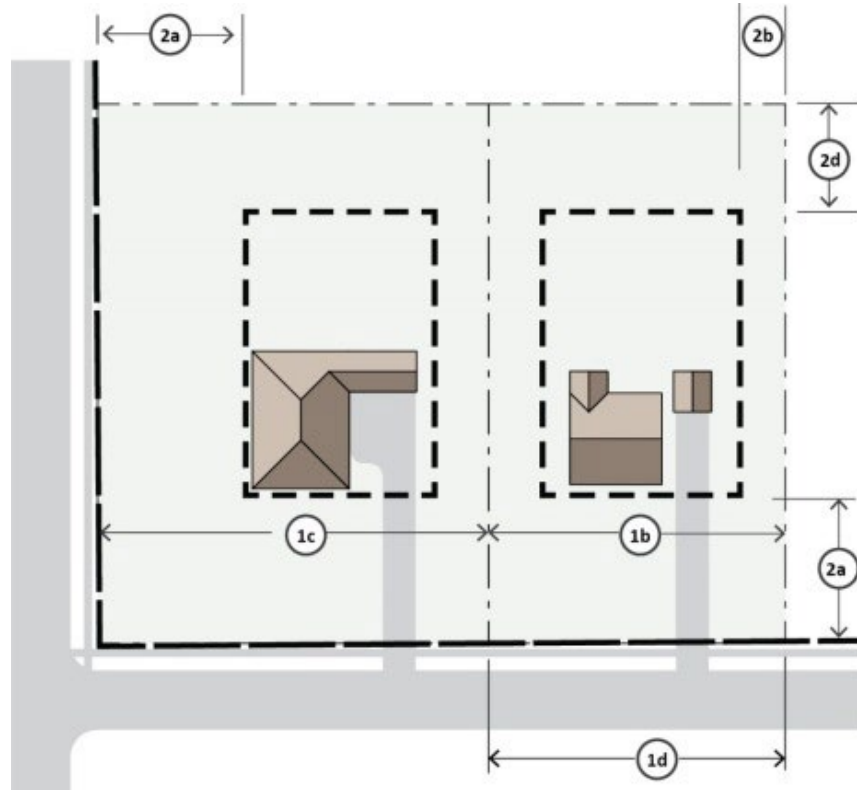
1. Zoning Districts

The following shall apply to the Grand Estates District:

Grand Estates District

1. Minimum Lot Dimensions	
1a. Lot area	12,000 sf
1b. Lot width at building line – standard	100'
1c. Lot width at building line – corner	100'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	25' / 25'
2b. Side, primary structure / dwelling with attached side-load or rear-load garage	10' / 10'
2c. Side, Aggregate	20'
2d. Rear, primary structure	20'
3. Maximum Building Height	
3a. Primary structure	40'
4. Square Feet Per Residential Unit	
4a. 1-story ranch (min)	2,000 sf
4b. multi-story (min)	2,400 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	45%

5c. Alternative standards	<i>Sec. 8.4.7. Conservation Development</i>
5d. Total structures per lot	<i>Sec. 6.8.1.G. Structures Per Lot</i>
6. Maximum Lots Permitted	
6a. Maximum Number of Lots	15



(Remainder of page intentionally left blank.)

Exhibit B.1 – Real Estate Description and Depiction

20 Acre Tract

20 acres off the North end of West Half of the Southeast Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Hamilton County, Indiana described as follows:

Beginning at the northwest Corner of said Southeast Quarter Section; thence along the thereof North 89 degrees 30 minutes 58 seconds East (bearings based on State Plane Coordinates) 1323.80 feet to the Northeast Corner of the West Half of said Quarter Section; thence along the East line of said Half-Quarter Section South 00 degrees 14 minutes 49 seconds East 658.11 feet; thence parallel with the North line of said Quarter Section South 89 degrees 30 minutes 58 seconds West 1324.17 feet to the West line of said Quarter section; thence along last said West line North 00 degrees 12 minutes 52 seconds West 658.11 feet to the Point of beginning of this described tract containing 20.00 acres, more or less, subject to all rights-of-way, easements and restrictions.

86.902 Acre Tract

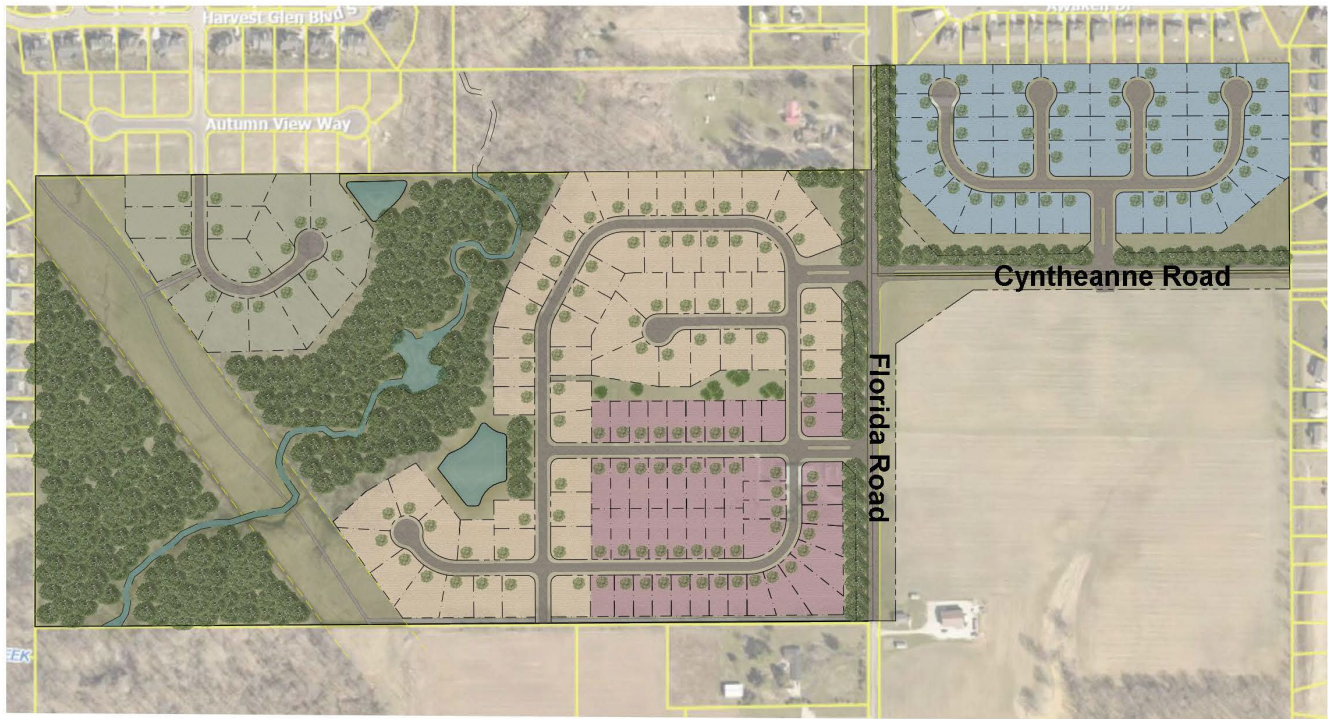
Part of the Southwest Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, described as follows:

Commencing at a stone marking the Northeast Corner of said quarter-section and thence running South 00 degrees 12 minutes 52 seconds East (bearings based on State Plane Coordinates) along the East line of said quarter-section 330.00 feet to the Point of Beginning of the tract described herein; thence continuing South 00 degrees 12 minutes 52 seconds East along the East line of said quarter-section 1427.25 feet; thence South 89 degrees 35 minutes 44 seconds West 2656.10 feet to an existing 3/8" rebar set on the west line of said quarter-section; thence North 00 degrees 05 minutes 15 seconds East along the West line of said quarter-section 1427.16 feet to a 1/2" rebar which lies 330.00 feet southerly from a stone marking the Northwest corner of said quarter-section; thence North 89 degrees 35 minutes 21 seconds East 1328.60 feet to a 1/2" rebar; thence North 89 degrees 35 minutes 46 seconds East parallel with the North line of said quarter-section 1320.63 feet to the Point of Beginning containing 86.902 acres, more or less, subject to all easements and rights-of-way and restrictions.

Prepared by Jeffrey D. Knarr, P.S. Projects Plus, 1257 Airport Parkway Suite A, Greenwood, IN. (317) 882-5003 ex 301



Exhibit B.2 – Concept Plan



- Grand Estates**
- Masterpiece or Designer**
- Designer**
- Patio**

Exhibit B.3 – Illustrative Architectural Exhibit

MASTERPIECE COLLECTION



Exhibit B.3 – Illustrative Architectural Exhibit, cont.

MASTERPIECE COLLECTION

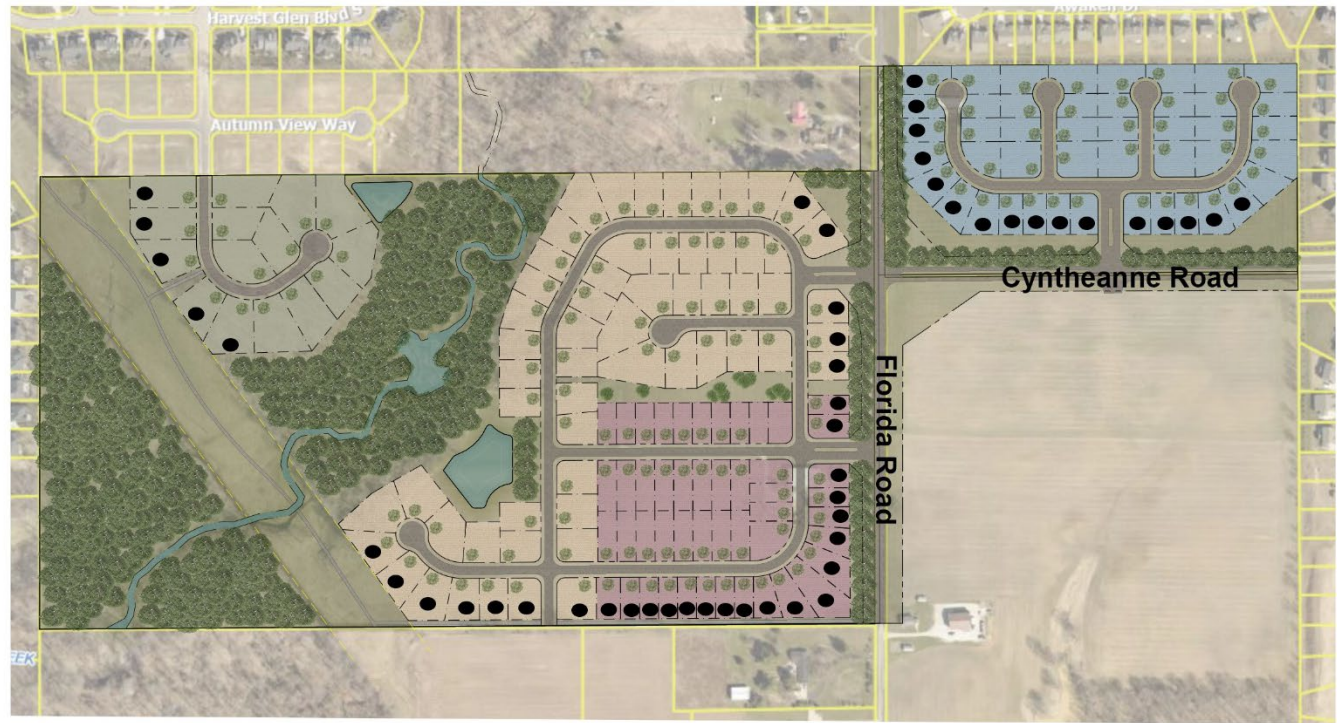


Exhibit B.3 – Illustrative Architectural Exhibit, cont.

MASTERPIECE COLLECTION



Exhibit B.4 – Additional Architecture Exhibit



- Additional Architecture
- Grand Estates
- Masterpiece or Designer
- Designer
- Patio

Exhibit C – Masterpiece Collection

Shown on Following Pages

Exhibit C images can be found in the Ordinance linked to the agenda. Thank you.



City Council Staff Report

Meeting Date: November 20, 2023

DEPARTMENT CONTACT:

Ross Hilleary, Director
hillearyr@fishers.in.us

CASE NUMBER:

TA-23-5

PETITIONER:

Nick Weber, Faegre Drinker representative for Fischer Homes

PROPERTY ADDRESS/LOCATION:

Generally located east and west of Florida Road and northwest of Thorpe Creek

REQUEST:

Consideration of a text amendment to the Cove at Thorpe Creek PUD to request approval of new home elevations, an updated concept plan, and to increase the height of homes northwest of Thorpe Creek from 35 feet to 40 feet.

EXISTING ZONING:

Cove at Thorpe Creek PUD

PROPOSED ZONING:

Cove at Thorpe Creek PUD

FISHERS 2040:

Suburban Residential, Estate Residential, Open Space Overlay

LOT SIZE: Approximately 69 acres

LOCATION MAP



STAFF RECOMMENDATION

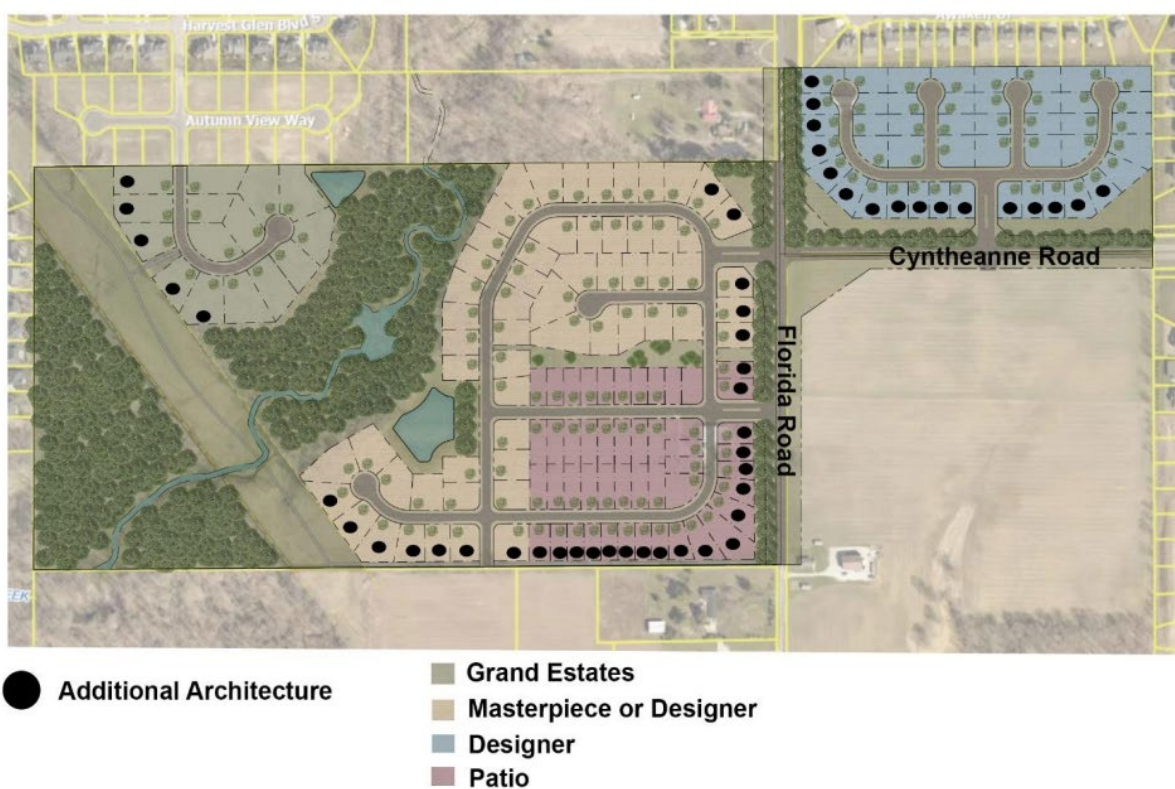
☐ Favorable Recommendation ☐ Unfavorable Recommendation ☒ No Recommendation

PETITION OVERVIEW:

Nick Weber, as representative for Fischer Homes, requests a text amendment to the Cove at Thorpe Creek PUD for approval of new home elevations, an updated concept plan and to increase the height of homes in the Grand Estates District from 35 feet to 40 feet.

Currently, only Fischer Homes's Grand Estates, Designer and Patio Collection homes are allowed in the PUD. The homes approved as of now do not exceed 35 feet in height. The additional home elevations mentioned above are primarily from the applicant's Masterpiece Collection (district shown in yellow).

Concept Plan:



The following table shows the revision proposed in this text amendment.

Grand Estates District		
Minimum Lot Dimensions		
	Original PUD	Proposed PUD
Lot area	12,000 sf	12,000 sf
Lot width at building line-standard	100 ft	100 ft
Lot width at building line-corner	100 ft	100 ft
Lot frontage	50 ft	50 ft
Minimum Building Setbacks		
	Original PUD	Proposed PUD
Front-local street/other street type	25 ft/25 ft	25 ft/25 ft
Side, primary structure/dwelling with attached side-load or rear-load garage	10 ft/10 ft	10 ft/10 ft
Side, aggregate	20 ft	20 ft
Rear, primary structure	20 ft	20 ft
Maximum Building Height		
	Original PUD	Proposed PUD
Primary structure	35 ft	40 ft
Square Feet Per Residential Unit		
	Original PUD	Proposed PUD
1-story ranch (min)	2,000 sf	2,000 sf
multi-story (min)	2,400 sf	2,400 sf
Other		
	Original PUD	Proposed PUD
Requires municipal water and sewer hookup		
Impervious area of lot (max)	45%	45%
Alternative standards	Sec. 8.4.7. Conservation Development	
Total structures per lot	Sec. 6.8.1.G. Structures Per Lot	
Maximum Lots Permitted		
	Original PUD	Proposed PUD
Maximum number of lots	15	15

Exhibit A shows the Masterpiece elevations requiring approval through this amendment.

SURROUNDING LAND USE & ZONING:

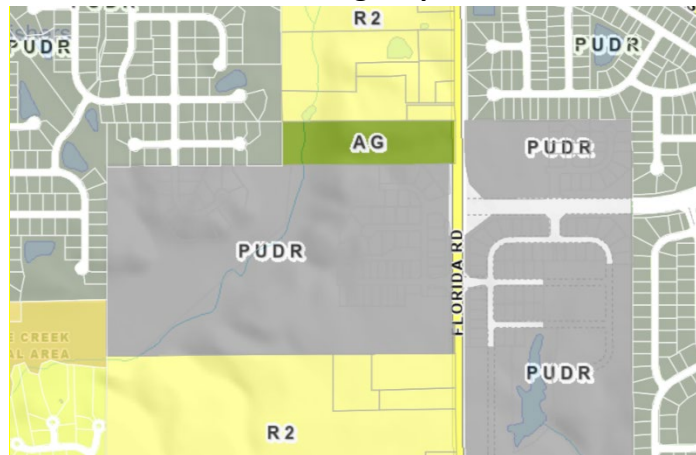
North: PUD-R Woods at Thorpe Creek PUD (Traditional Single Family)

East: PUD-R Cove at Thorpe Creek PUD (Traditional Single Family)

South: PUD-R Open Space

West: PUD-R Knoll at Thorpe Creek PUD (Traditional Single Family)

Zoning Map

**SUMMARY OF NEIGHBORHOOD MEETINGS AND PUBLIC COMMENTS:**

This text amendment was heard as a First Reading at City Council on September 18, 2023, and it was mentioned at the September 28, 2023 TAC meeting as an Item of Information.

At the time of writing this staff report we have received **one (1) written public comments:**

Robert Clamme (15337 Awaken Dr.) – Questions regarding the increase in height for some elevations from 35 feet to 40 feet.

STAFF RECOMMENDATION:

Staff had no recommendation to Plan Commission for this request to amend the concept plan, increase the heights of elevations in the Grand Estates District and introduce additional elevations within the new Designer/Masterpiece District of the Cove at Thorpe Creek PUD.

When making their decision, Plan Commission shall be reasonable regard to:

1. The Comprehensive Plan;

2. Current conditions and the character of structures and uses in ;
3. The most desirable use for which the land in each zoning district is adapted;
4. The conservation of property values throughout the jurisdiction; and
5. Responsible development and growth.

Staff had no recommendation to Plan Commission for this request to amend the concept plan, increase the heights of elevations in the Grand Estates District and introduce additional elevations within the Designer/Masterpiece District of the Cove at Thorpe Creek PUD.

Plan Commission sends a favorable recommended (7-0) to Council.

Exhibit A:



The City English Village



The Emerald American Classic



The English Lane 4000



The City English Village



The Emerald American Classic



The English Lane 4000



The English Lane 4000



The Emerald American Classic



The English Lane 4000



The English Lane 4000



The Emerald American Classic



The English Lane 4000



The English Lane 4000



The Emerald American Classic



The English Lane 4000







ORDINANCE NO. 091823A

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, ADOPTING A TEXT AMENDMENT TO THE OFFICIAL ZONING MAP FOR A PROJECT KNOWN AS THE COVE AT THORPE CREEK PLANNED UNIT DEVELOPMENT DISTRICT.

WHEREAS, this is an ordinance to amend the Planned United Development (PUD) District otherwise known as The Cove at Thorpe Creek PUD, Ordinance No. 071921A, previously enacted by the Fisher's City Council.

WHEREAS, the Advisory Plan Commission for the City of Fishers ("Plan Commission") has conducted a public hearing on Docket No. TA-23-5 as required by law in regard to the text amendment; and

WHEREAS, the Plan Commission at its November 1, 2023 meeting sent a favorable recommendation to the Common Council by a vote of seven (7) in favor and zero (0) opposed.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, MEETING IN REGULAR SESSION AS FOLLOWS:

SECTION 1. This text amendment shall apply to the entirety of the real estate of Ordinance No. 071921A, as described and shown in **Exhibit A**, attached.

SECTION 2. The specific zoning standards, concept plans, and illustrative architectural exhibits shall be amended as shown in **Exhibit B** and **Exhibit C**, attached, in order to: (a) allow for a maximum building height of 40 feet for primary structures in the Grand Estates District, (b) amend the Concept Plan, (c) add the Masterpiece Collection to the Illustrative Architectural Exhibit, (d) amend the Additional Architecture Exhibit, and (e) incorporate the Masterpiece Collection as permitted within the denoted Designer District.

SECTION 3. This Ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SO BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA this 20th day of November, 2023.

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023, 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: Mindy Westrick Brown, Counsel, Faegre Drinker Biddle & Reath, 300 North Meridian St., Suite 2500, 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." Nick Weber

Exhibit A – Real Estate Description and Depiction

20 Acre Tract

20 acres off the North end of West Half of the Southeast Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Hamilton County, Indiana described as follows:

Beginning at the northwest Corner of said Southeast Quarter Section; thence along the thereof North 89 degrees 30 minutes 58 seconds East (bearings based on State Plane Coordinates) 1323.80 feet to the Northeast Corner of the West Half of said Quarter Section; thence along the East line of said Half-Quarter Section South 00 degrees 14 minutes 49 seconds East 658.11 feet; thence parallel with the North line of said Quarter Section South 89 degrees 30 minutes 58 seconds West 1324.17 feet to the West line of said Quarter section; thence along last said West line North 00 degrees 12 minutes 52 seconds West 658.11 feet to the Point of beginning of this described tract containing 20.00 acres, more or less, subject to all rights-of-way, easements and restrictions.

86.902 Acre Tract

Part of the Southwest Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, described as follows:

Commencing at a stone marking the Northeast Corner of said quarter-section and thence running South 00 degrees 12 minutes 52 seconds East (bearings based on State Plane Coordinates) along the East line of said quarter-section 330.00 feet to the Point of Beginning of the tract described herein; thence continuing South 00 degrees 12 minutes 52 seconds East along the East line of said quarter-section 1427.25 feet; thence South 89 degrees 35 minutes 44 seconds West 2656.10 feet to an existing 3/8" rebar set on the west line of said quarter-section; thence North 00 degrees 05 minutes 15 seconds East along the West line of said quarter-section 1427.16 feet to a 1/2" rebar which lies 330.00 feet southerly from a stone marking the Northwest corner of said quarter-section; thence North 89 degrees 35 minutes 21 seconds East 1328.60 feet to a 1/2" rebar; thence North 89 degrees 35 minutes 46 seconds East parallel with the North line of said quarter-section 1320.63 feet to the Point of Beginning containing 86.902 acres, more or less, subject to all easements and rights-of-way and restrictions.

Prepared by Jeffrey D. Knarr, P.S. Projects Plus, 1257 Airport Parkway Suite A, Greenwood, IN. (317) 882-5003 ex 301.



2023

Exhibit B – Text Amendment for The Cove at Thorpe Creek PUD



Planning & Zoning Department
City of Fishers
Ordinance: 091823A



A. Declaration, Purpose and Intent, Applicability, and Allowed Uses

1. Declaration

- Ordinance No. 091823A (this "Ordinance")
- Adopted: November 20, 2023

2. Purpose and Intent

The Cove at Thorpe Creek Planned United Development (PUD) District Ordinance No. 071921A, and the Official Zoning Map of the City of Fishers, Indiana, as amended, which accompanies and is a part of the Zoning Code of the City of Fishers, Indiana, are hereby amended as follows. This text amendment shall apply to the entirety of the real estate of Ordinance No. 071921A, as described and shown in **Exhibit B.1**, attached.

- The Grand Estates District is hereby amended to allow for a maximum building height of 40 feet for primary structures, as shown below.
- The Concept Plan, **Exhibit B.2**, is hereby amended, as shown.
- The Illustrative Architectural Exhibit, **Exhibit B.3**, is hereby amended to add the Masterpiece Collection, as shown.
- The Additional Architecture Exhibit, **Exhibit B.4**, is hereby amended, as shown.
- The Masterpiece Collection, as shown in **Exhibit C**, is hereby incorporated as permitted within the denoted Designer District.

Development of the Real Estate shall be governed entirely by the provisions of this Ordinance and the previously approved Ordinance No. 071921A.

B. Standards

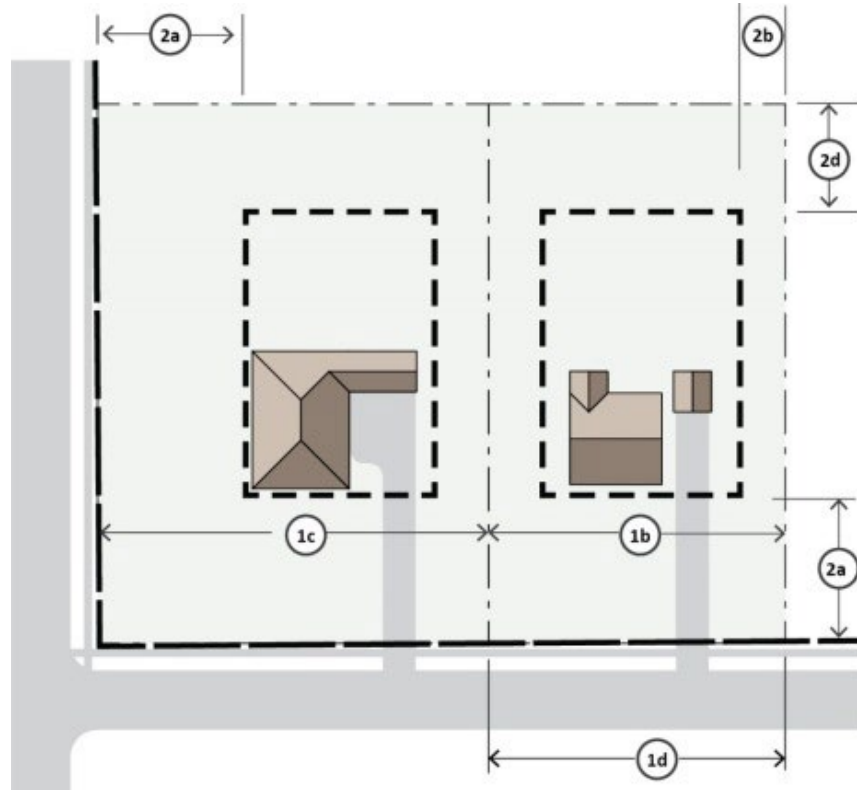
1. Zoning Districts

The following shall apply to the Grand Estates District:

Grand Estates District

1. Minimum Lot Dimensions	
1a. Lot area	12,000 sf
1b. Lot width at building line – standard	100'
1c. Lot width at building line – corner	100'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	25' / 25'
2b. Side, primary structure / dwelling with attached side-load or rear-load garage	10' / 10'
2c. Side, Aggregate	20'
2d. Rear, primary structure	20'
3. Maximum Building Height	
3a. Primary structure	40'
4. Square Feet Per Residential Unit	
4a. 1-story ranch (min)	2,000 sf
4b. multi-story (min)	2,400 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	45%

5c. Alternative standards	<i>Sec. 8.4.7. Conservation Development</i>
5d. Total structures per lot	<i>Sec. 6.8.1.G. Structures Per Lot</i>
6. Maximum Lots Permitted	
6a. Maximum Number of Lots	15



(Remainder of page intentionally left blank.)

Exhibit B.1 – Real Estate Description and Depiction

20 Acre Tract

20 acres off the North end of West Half of the Southeast Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Hamilton County, Indiana described as follows:

Beginning at the northwest Corner of said Southeast Quarter Section; thence along the thereof North 89 degrees 30 minutes 58 seconds East (bearings based on State Plane Coordinates) 1323.80 feet to the Northeast Corner of the West Half of said Quarter Section; thence along the East line of said Half-Quarter Section South 00 degrees 14 minutes 49 seconds East 658.11 feet; thence parallel with the North line of said Quarter Section South 89 degrees 30 minutes 58 seconds West 1324.17 feet to the West line of said Quarter section; thence along last said West line North 00 degrees 12 minutes 52 seconds West 658.11 feet to the Point of beginning of this described tract containing 20.00 acres, more or less, subject to all rights-of-way, easements and restrictions.

86.902 Acre Tract

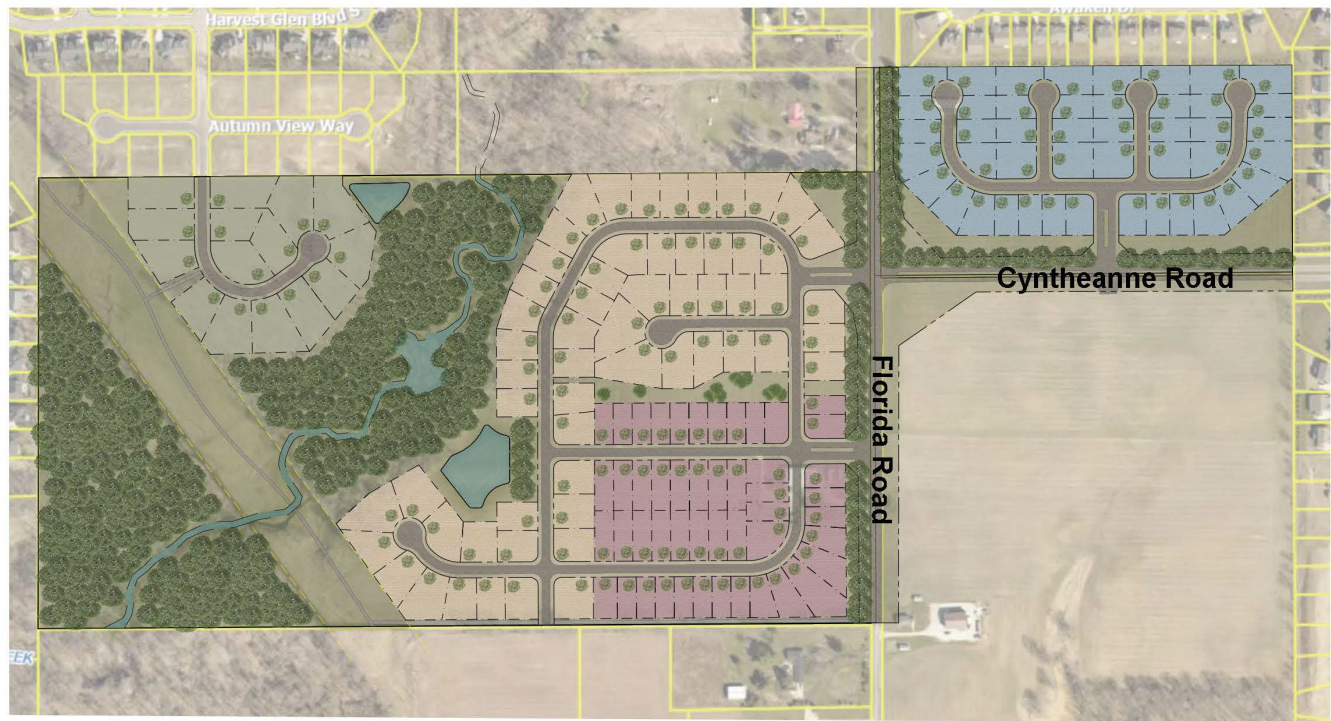
Part of the Southwest Quarter of Section 31, Township 18 North, Range 6 East, of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, described as follows:

Commencing at a stone marking the Northeast Corner of said quarter-section and thence running South 00 degrees 12 minutes 52 seconds East (bearings based on State Plane Coordinates) along the East line of said quarter-section 330.00 feet to the Point of Beginning of the tract described herein; thence continuing South 00 degrees 12 minutes 52 seconds East along the East line of said quarter-section 1427.25 feet; thence South 89 degrees 35 minutes 44 seconds West 2656.10 feet to an existing 3/8" rebar set on the west line of said quarter-section; thence North 00 degrees 05 minutes 15 seconds East along the West line of said quarter-section 1427.16 feet to a 1/2" rebar which lies 330.00 feet southerly from a stone marking the Northwest corner of said quarter-section; thence North 89 degrees 35 minutes 21 seconds East 1328.60 feet to a 1/2" rebar; thence North 89 degrees 35 minutes 46 seconds East parallel with the North line of said quarter-section 1320.63 feet to the Point of Beginning containing 86.902 acres, more or less, subject to all easements and rights-of-way and restrictions.

Prepared by Jeffrey D. Knarr, P.S. Projects Plus, 1257 Airport Parkway Suite A, Greenwood, IN. (317) 882-5003 ex 301



Exhibit B.2 – Concept Plan



- Grand Estates
- Masterpiece or Designer
- Designer
- Patio

Exhibit B.3 – Illustrative Architectural Exhibit

MASTERPIECE COLLECTION



Exhibit B.3 – Illustrative Architectural Exhibit, cont.

MASTERPIECE COLLECTION

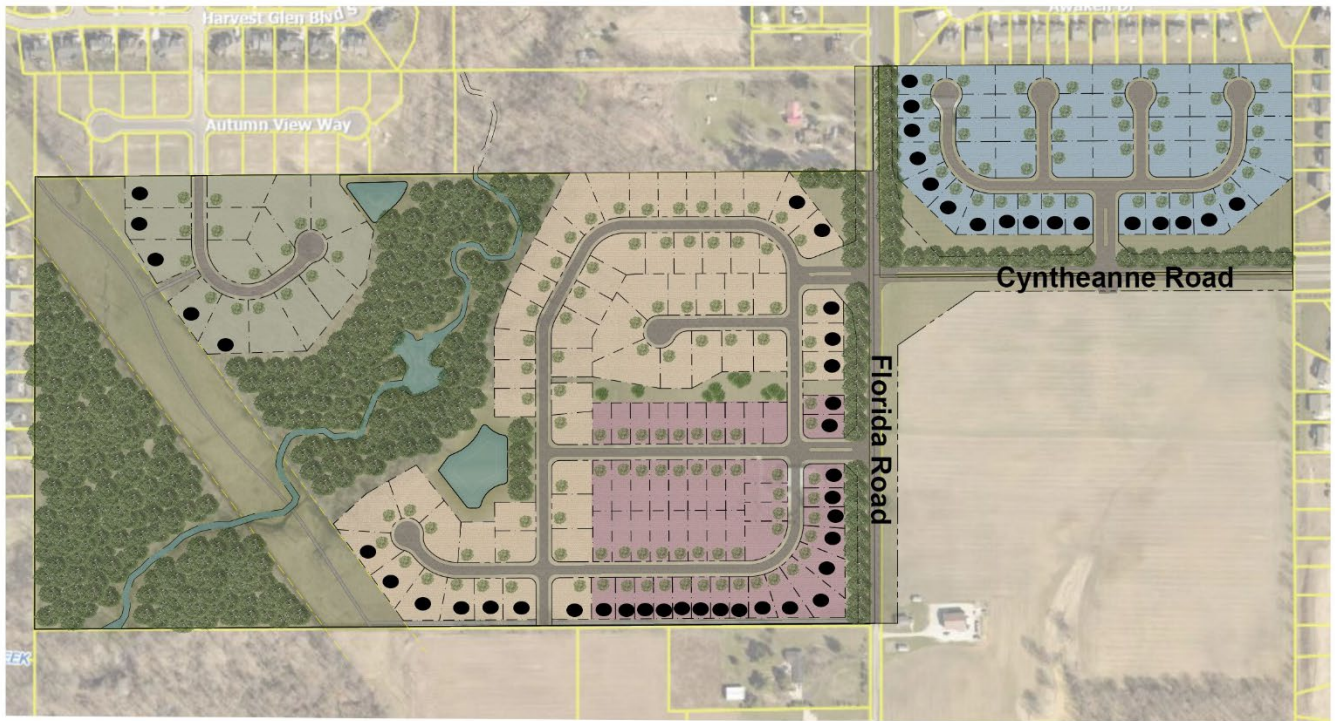


Exhibit B.3 – Illustrative Architectural Exhibit, cont.

MASTERPIECE COLLECTION



Exhibit B.4 – Additional Architecture Exhibit



● Additional Architecture

■ Grand Estates

■ Masterpiece or Designer

■ Designer

■ Patio

Exhibit C – Masterpiece Collection

Shown on Following Pages



THE BECKETT MASTERPIECE COLLECTION

3732+ SQFT

2 Story

4-5 Bedrooms

2.5-5.5 Baths



Photos, Options,
Virtual Tours
& More

Modern Farmhouse



American Classic



Coastal Cottage



English Elegance

VIEW FLOORPLANS ON FISCHERHOMES.COM



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RVSD
02/23



FRENCH MANOR
 (WITH OPTIONAL ENTRY COURTYARD & CURVED BRICK WING WALL)

designed by: 



COASTAL CLASSIC
 (WITH WOOD TRELLIS WING WALL
 WITH STONE BASE)

designed by: 



CASA BELLA
 (WITH OPTIONAL LOW
 STONE WING WALL)

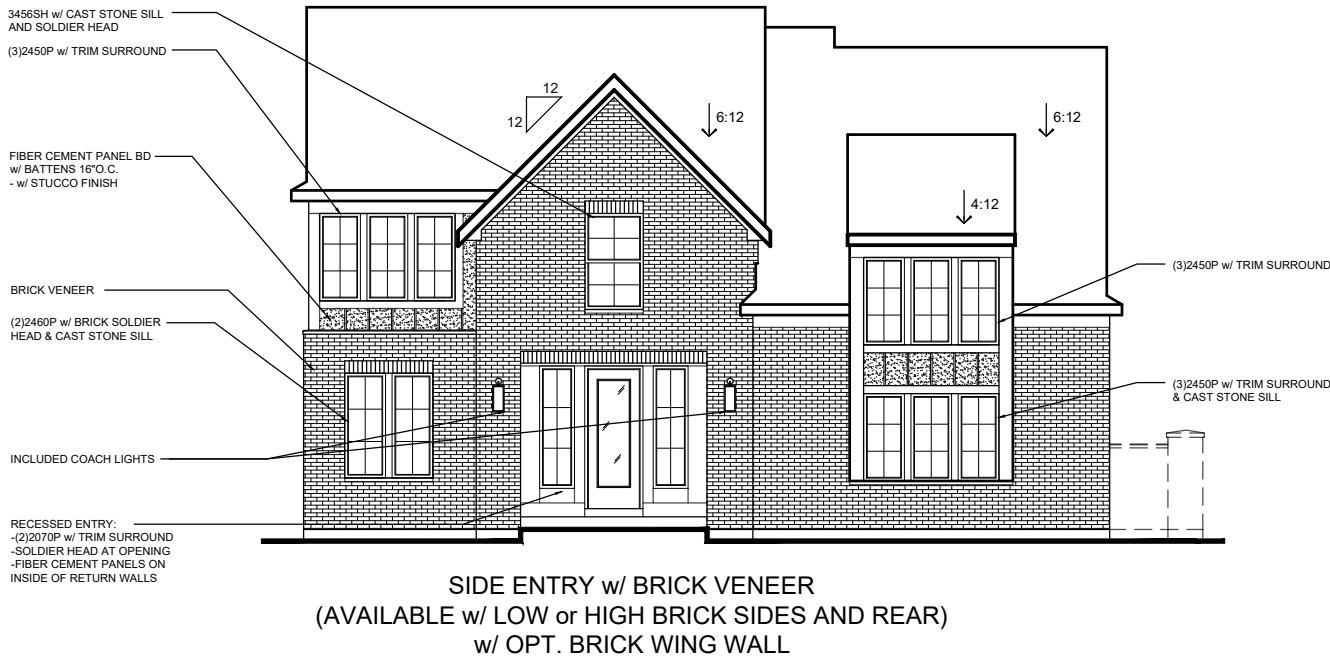
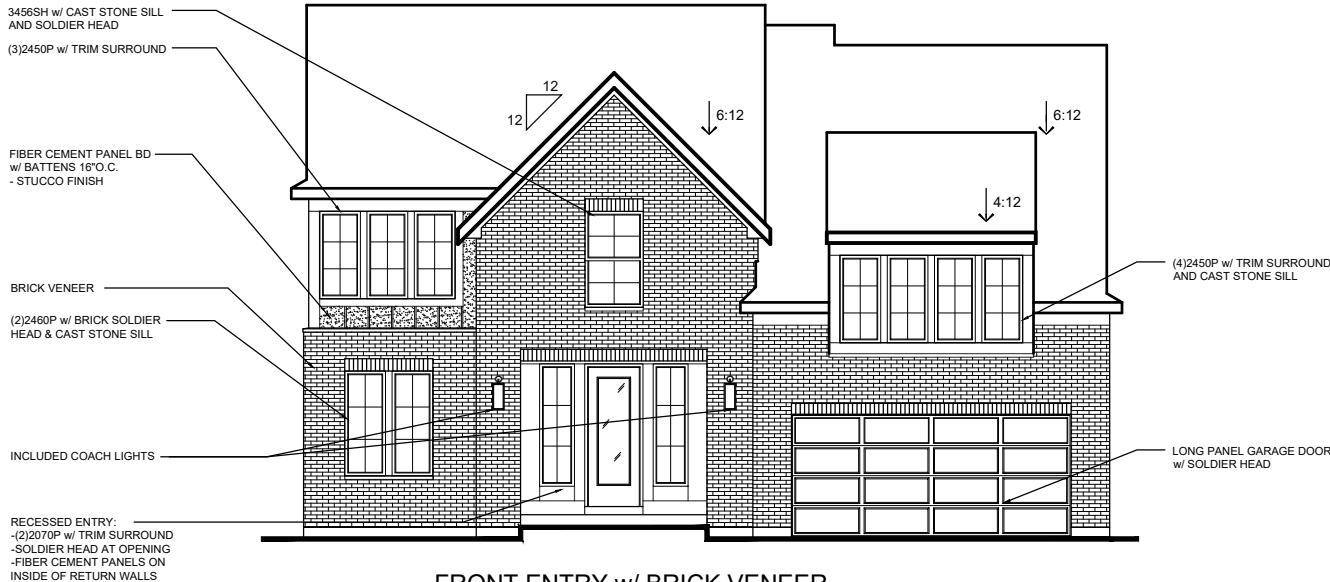
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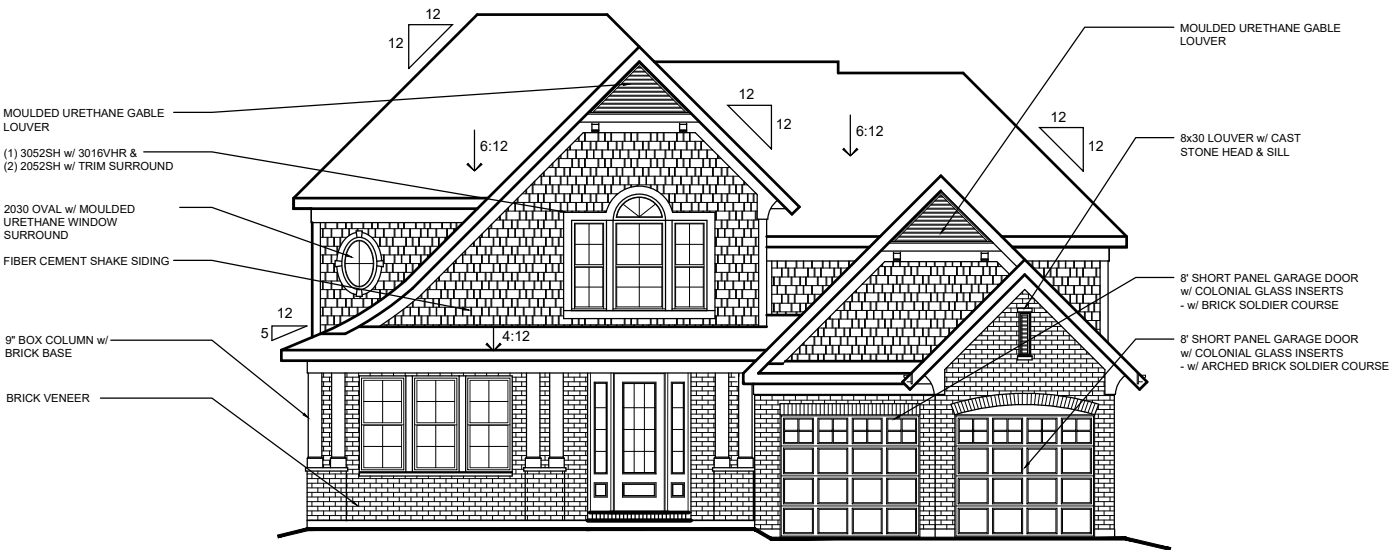
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 (WITH OPTIONAL BRICK WALL
 EXTENSION)

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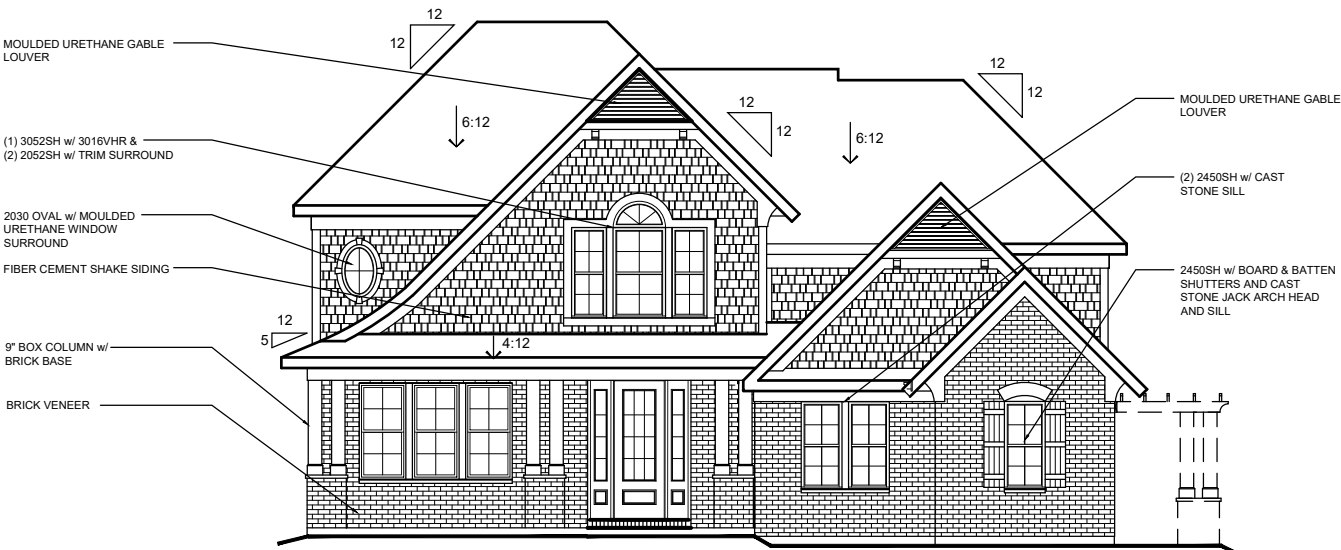
Images & Options Available at fischerhomes.com



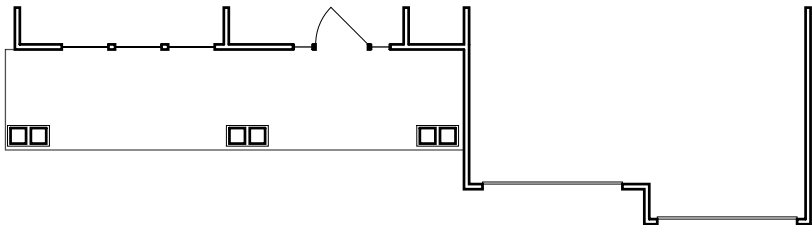
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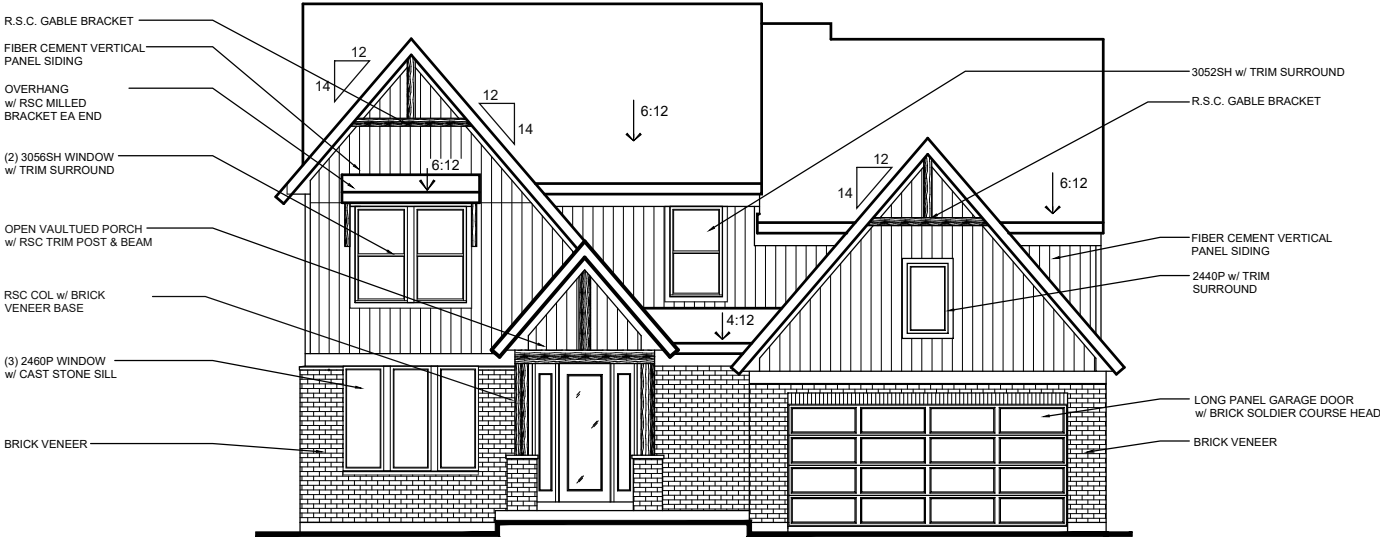


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AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR

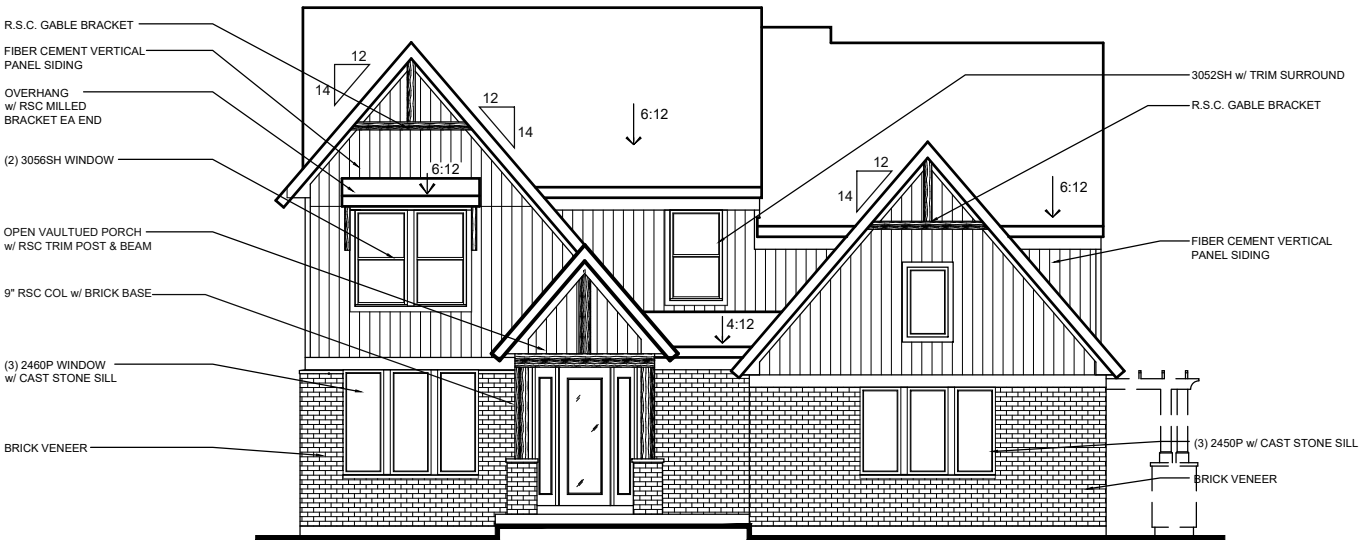


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w/ OPT. TRELLIS WING WALL w/ BRICK BASE

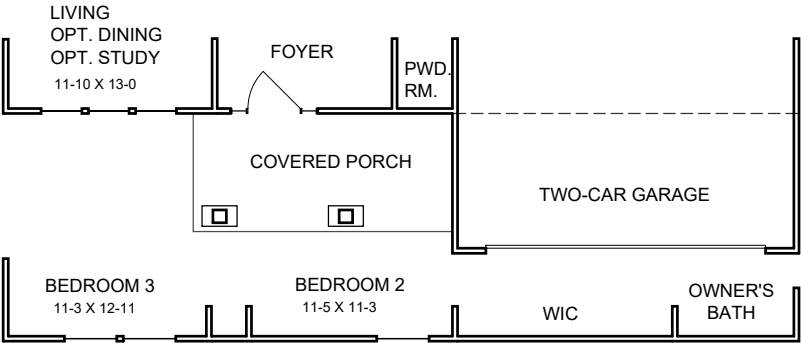




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(AVAILABLE w/ LOW or HIGH BRICK SIDES AND REAR)



SIDE ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW or HIGH BRICK SIDES AND REAR
w/ OPT. WOOD TRELLIS WING WALL w/ BRICK BASE



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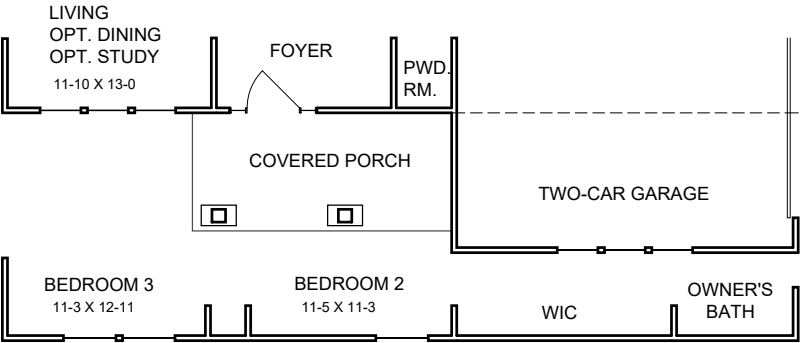
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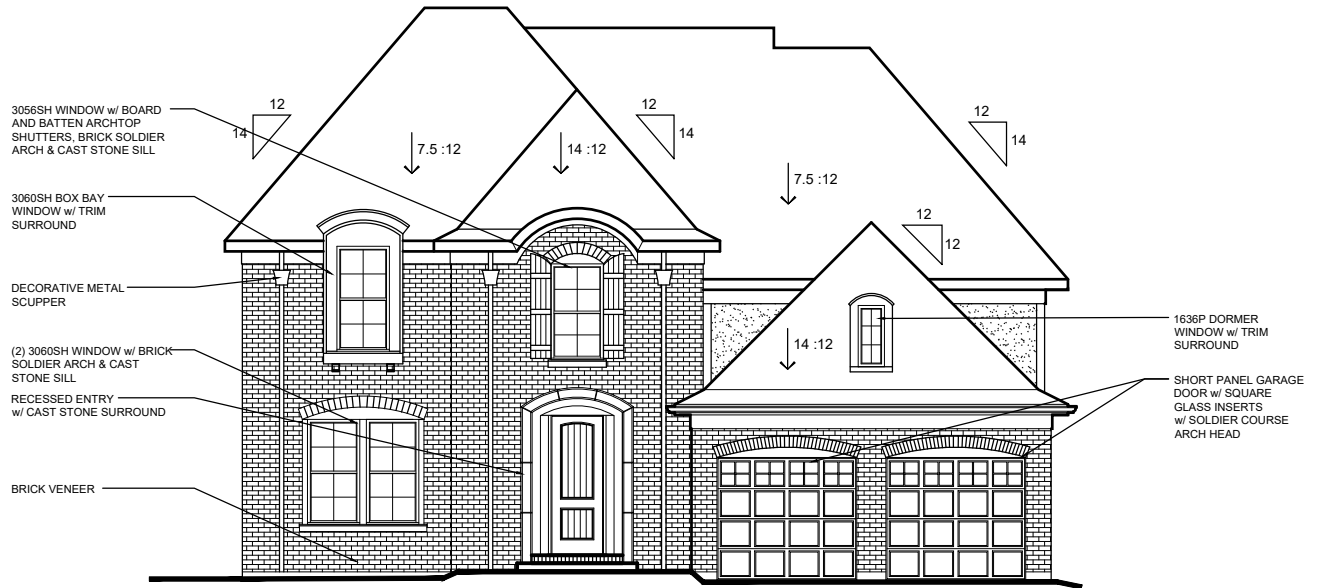
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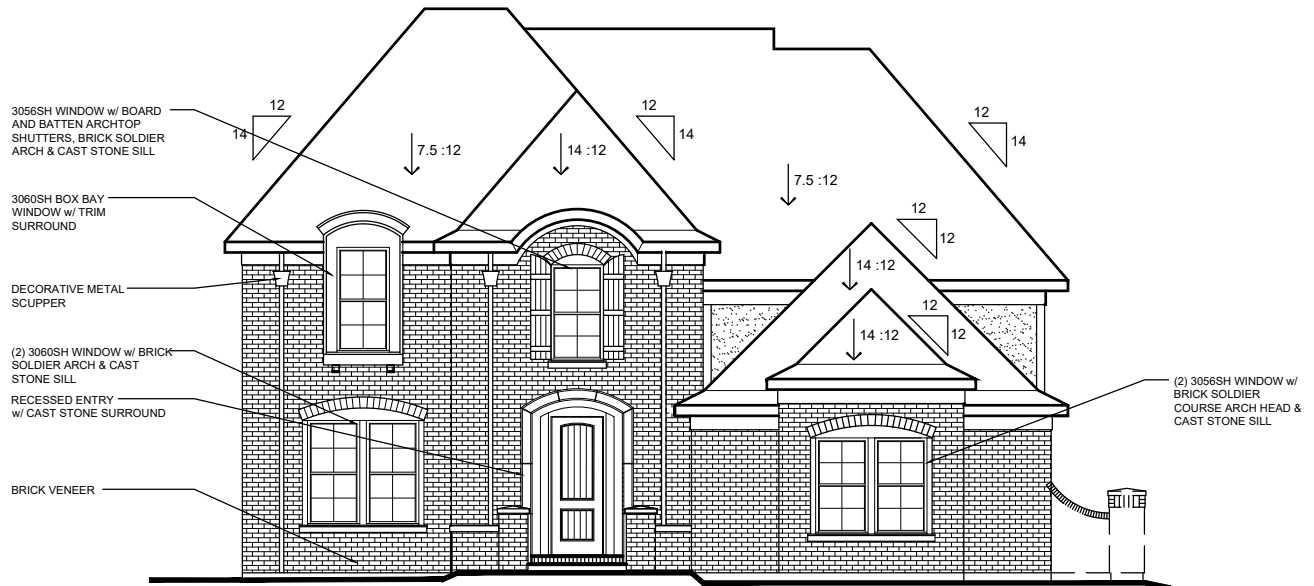
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SECOND FLOOR

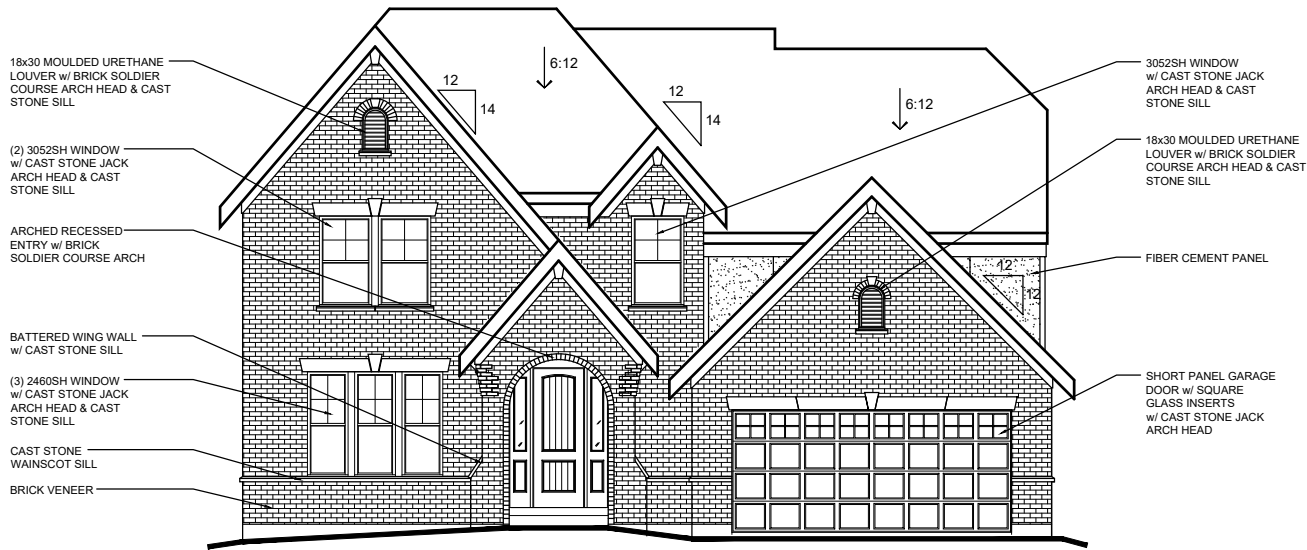
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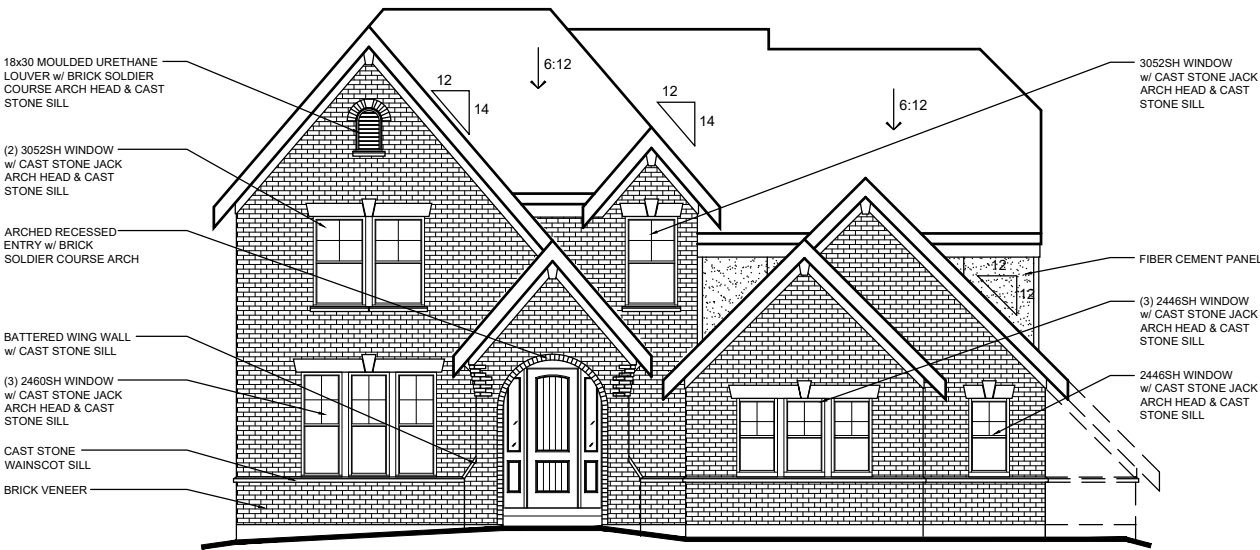
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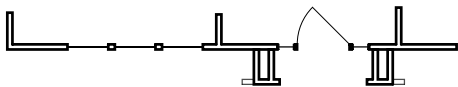
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(SHOWN w/ OPT. ENTRY COURTYARD)
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR
w/ OPT. CURVED BRICK VENEER WING WALL



FRONT ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



SIDE ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR
w/ OPT. BRICK WING WALL



welcome home.

Approximately 2212 sq ft and Up

OPTIONAL LOFT AVAILABLE



AMERICAN HERITAGE
(WITH OPTIONAL STONE & BRICK VENEER & STONE WING WALL)

designed by: FH



AMERICAN CLASSIC
(WITH OPTIONAL BRICK WING WALL)

designed by: FH



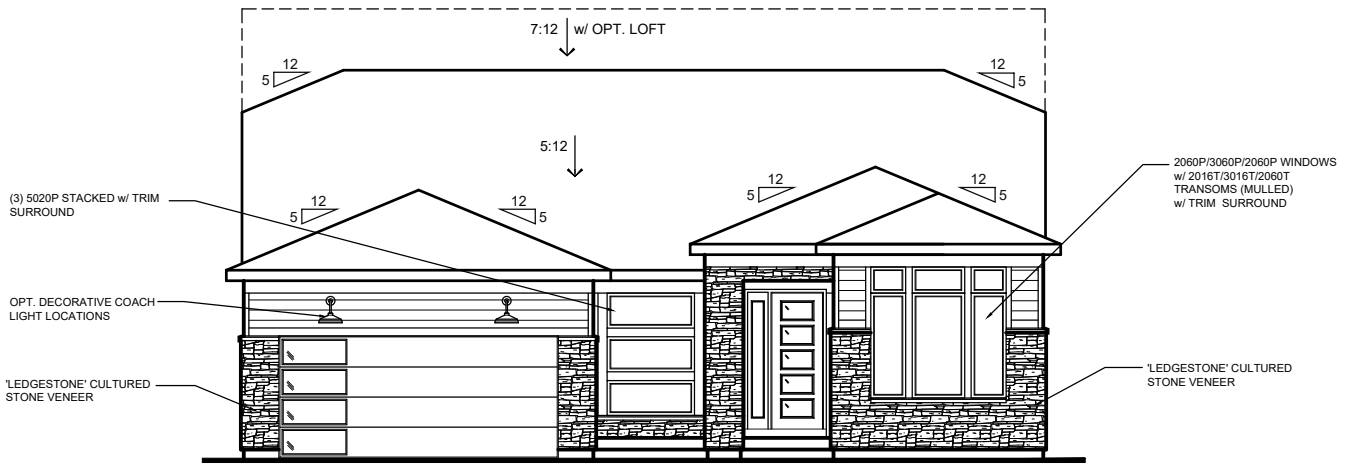
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(WITH OPTIONAL STONE VENEER
& WOOD TRELLIS WING WALL)

designed by: FH

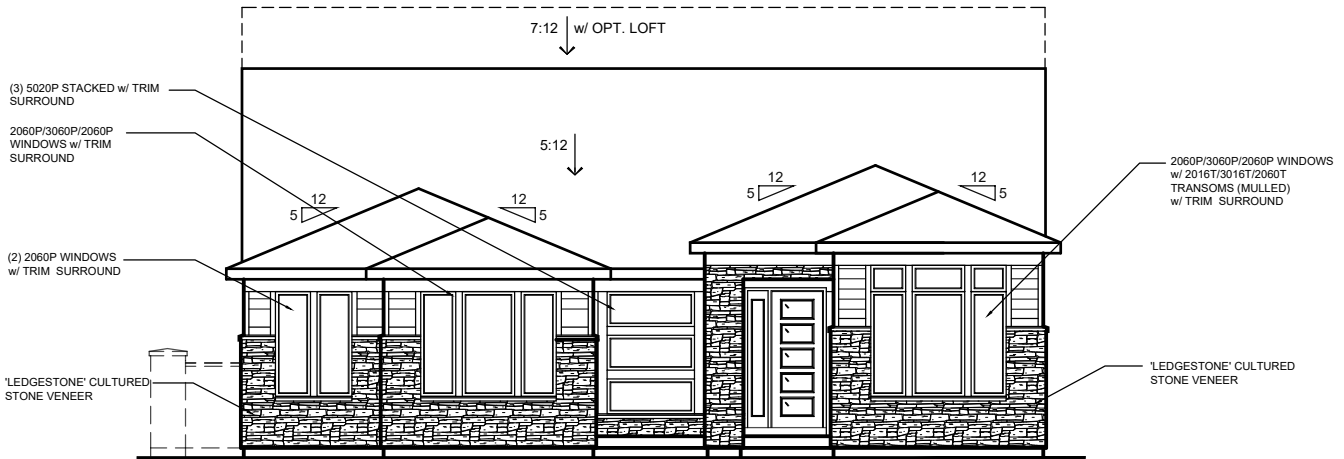
Images & Options Available at fischerhomes.com

Our Plans Include You

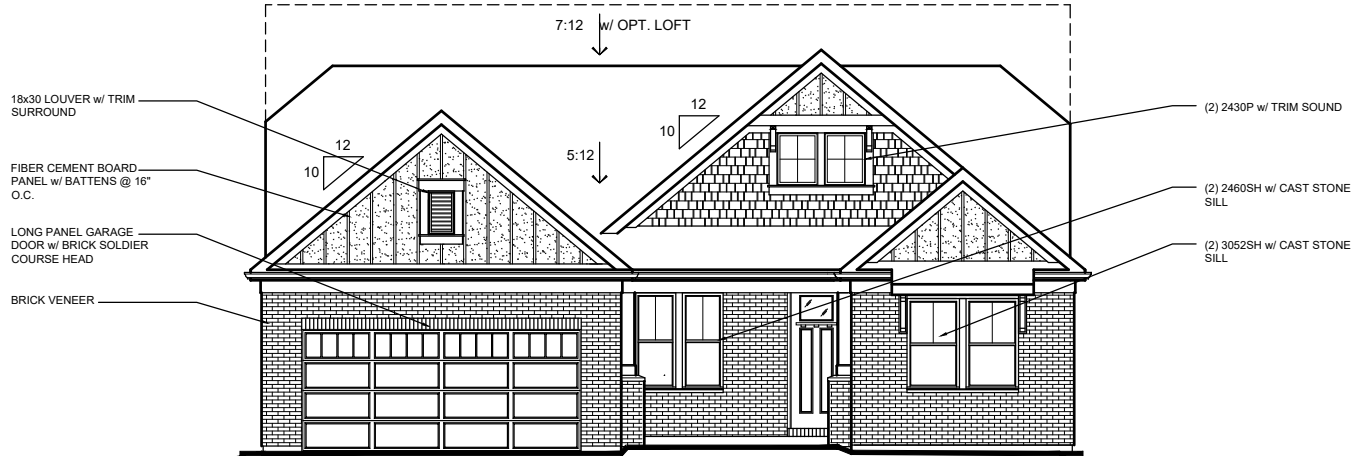
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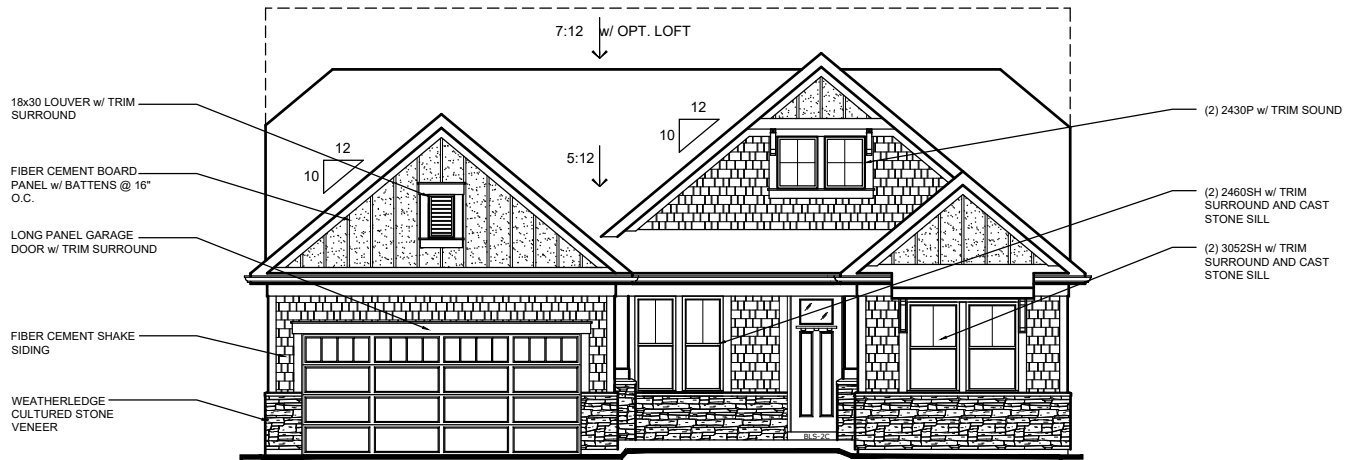
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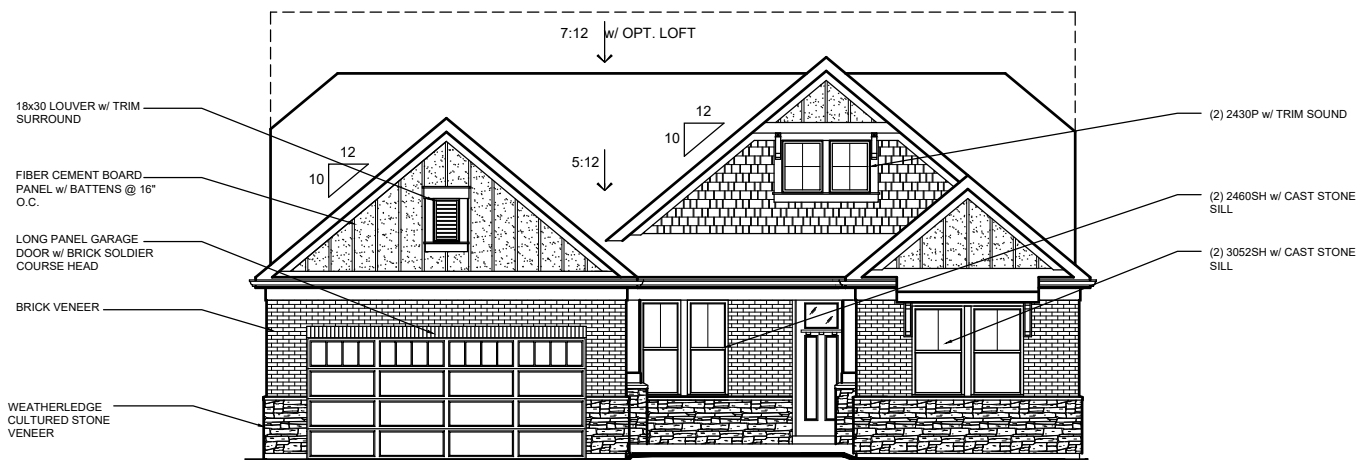
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w/ OPTIONAL STONE WING WALL



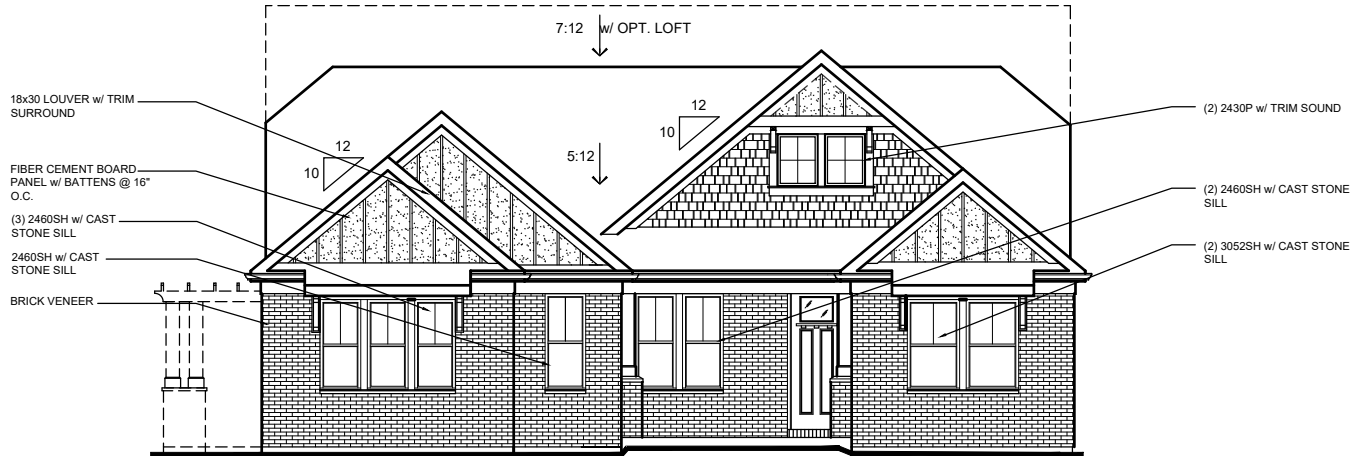
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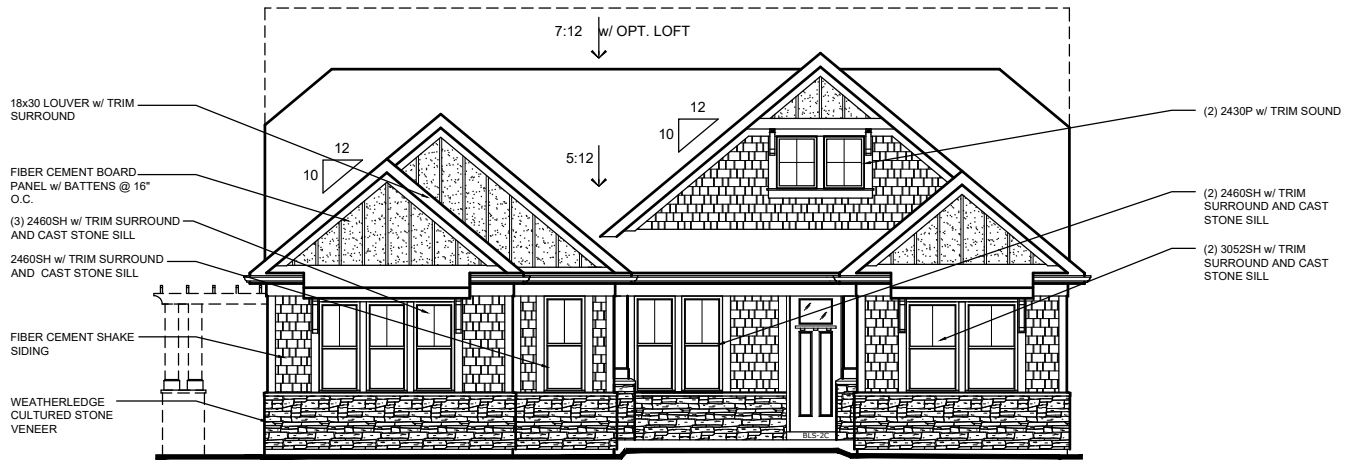
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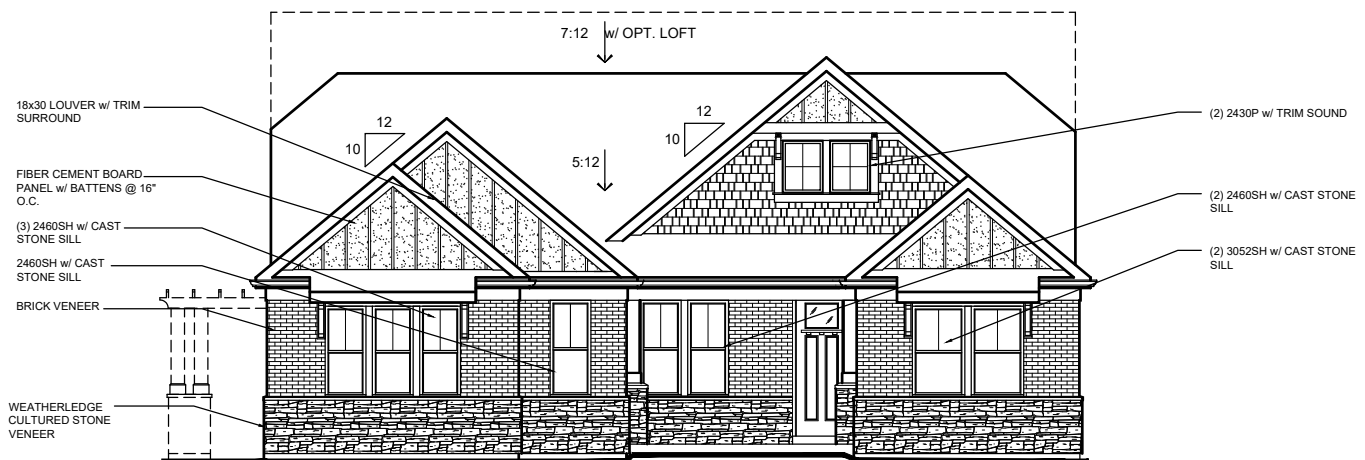
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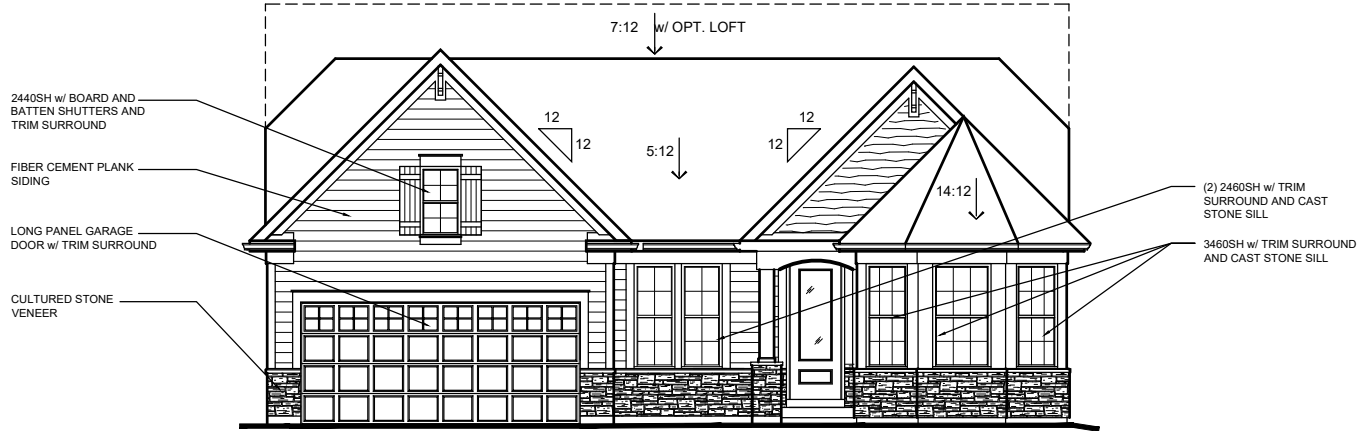
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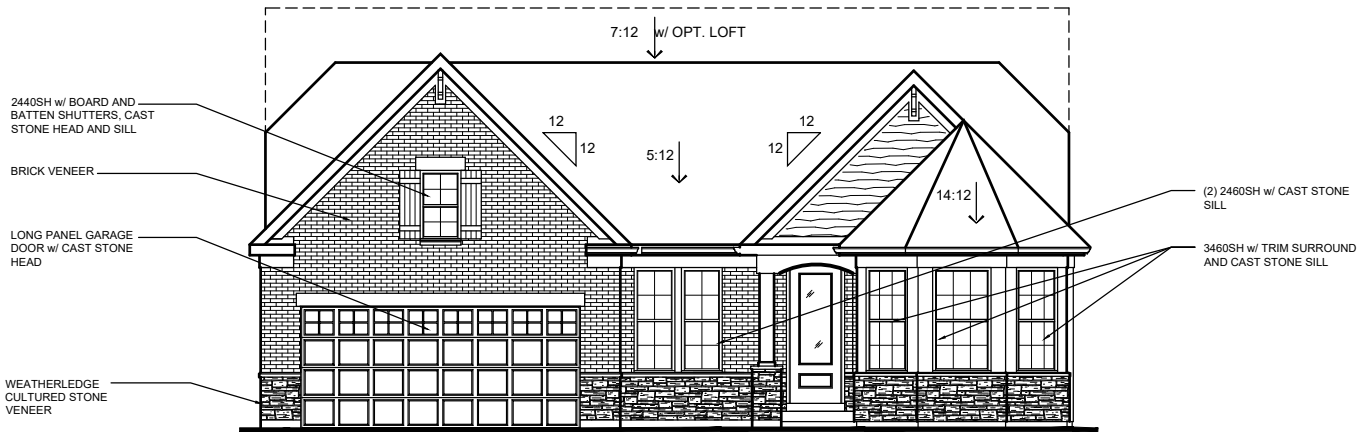
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w/ OPT. TRELLIS WING WALL WITH STONE BASE



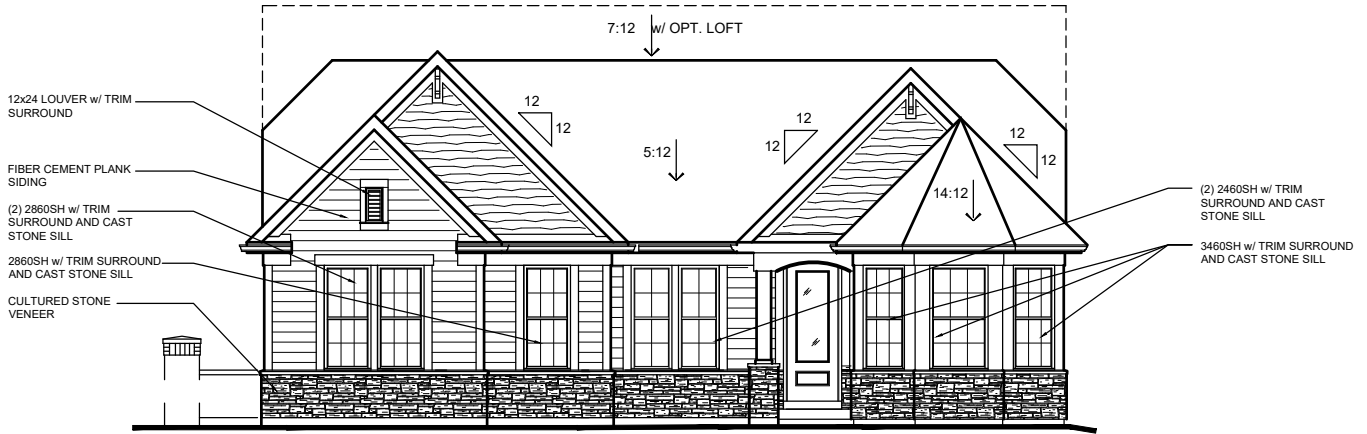
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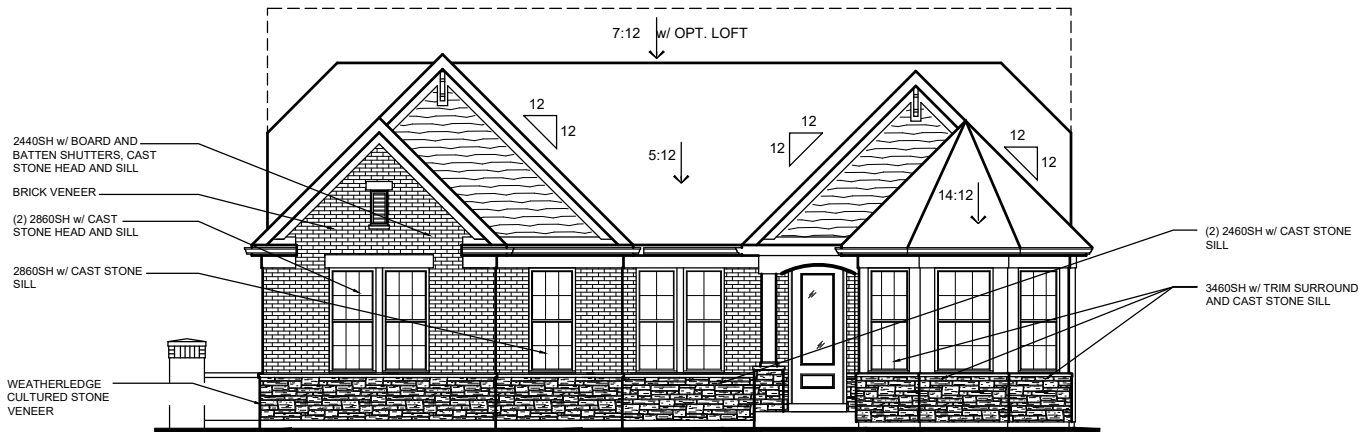
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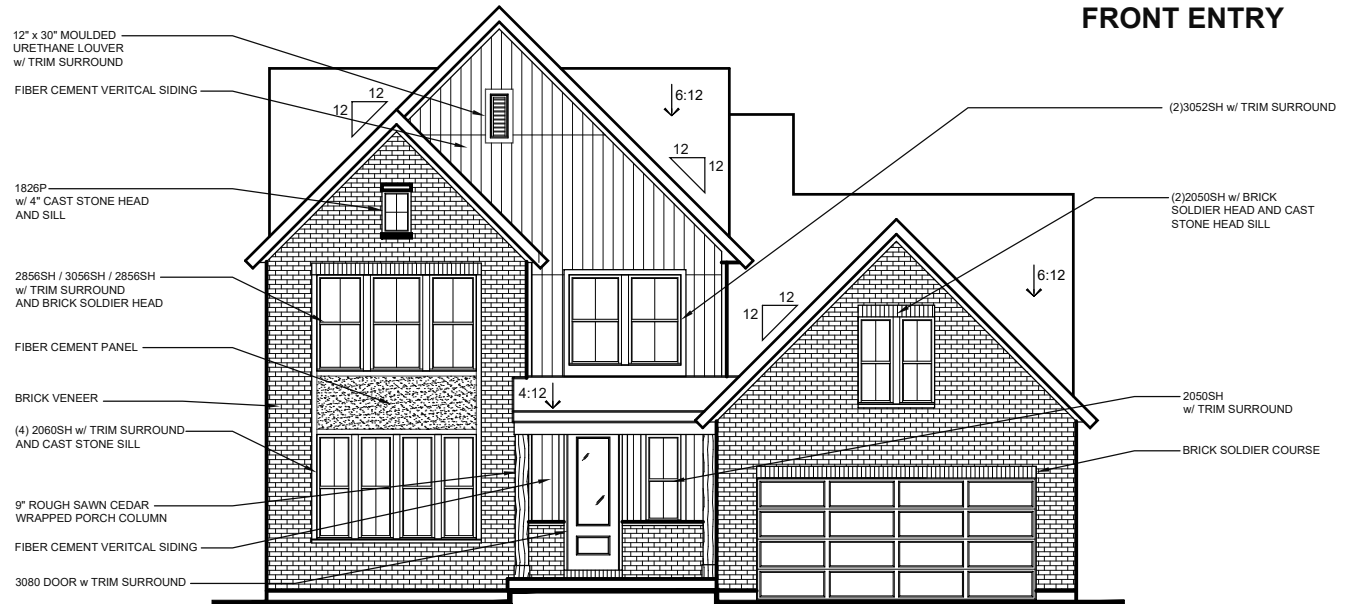


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w/ OPT. STONE WING WALL



SIDE ENTRY w/ BRICK AND CULTURED STONE VENEER
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w/ OPT. STONE WING WALL

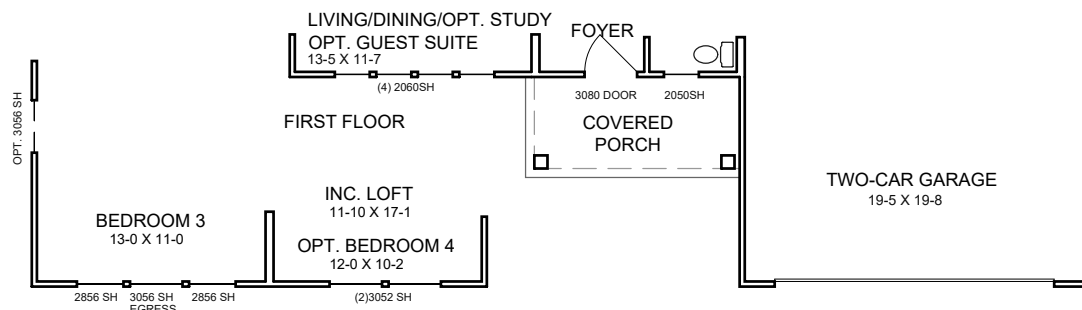
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w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



SECOND FLOOR

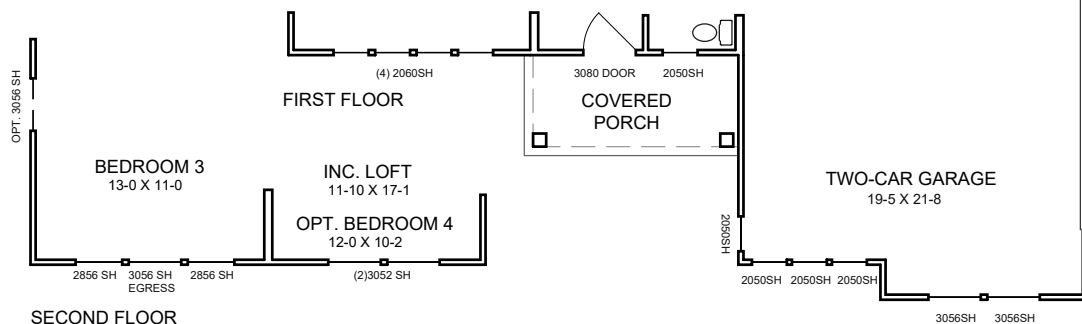
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w/ CULTURED STONE VENEER
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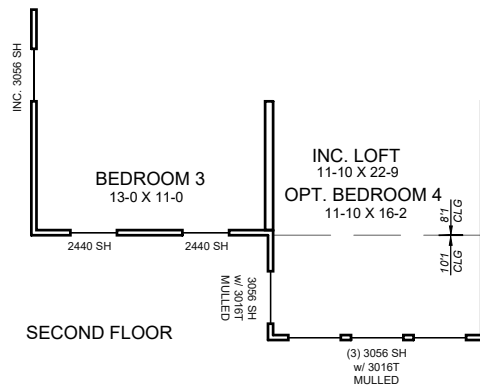
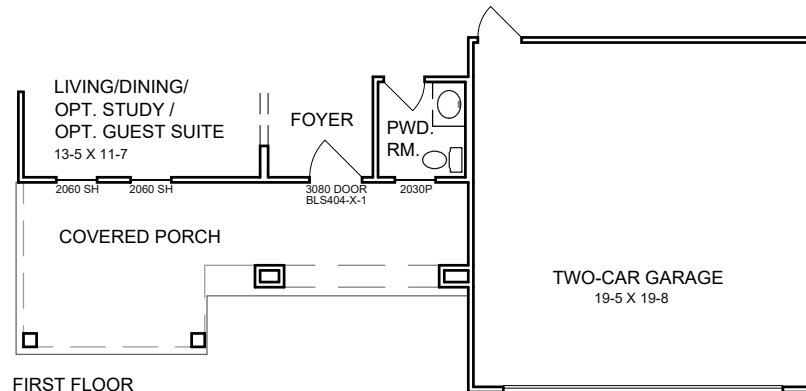


COASTAL CLASSIC EXTERIOR DESIGN

FRONT ENTRY ADDS 75 NET SF



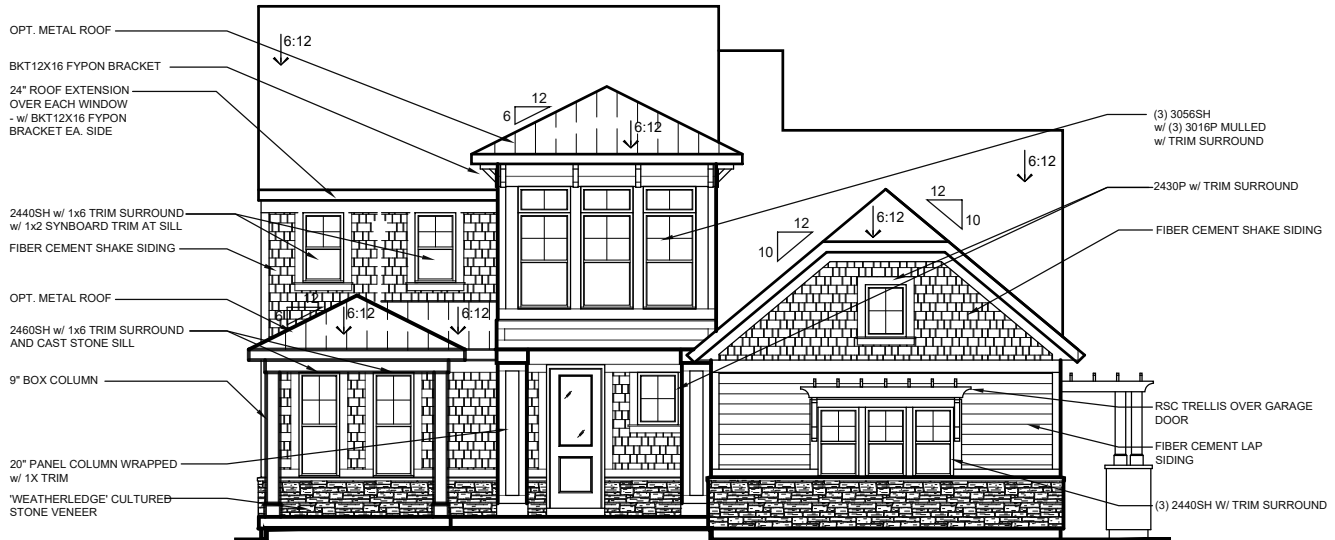
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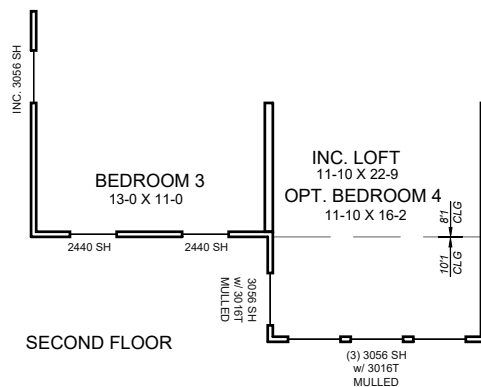
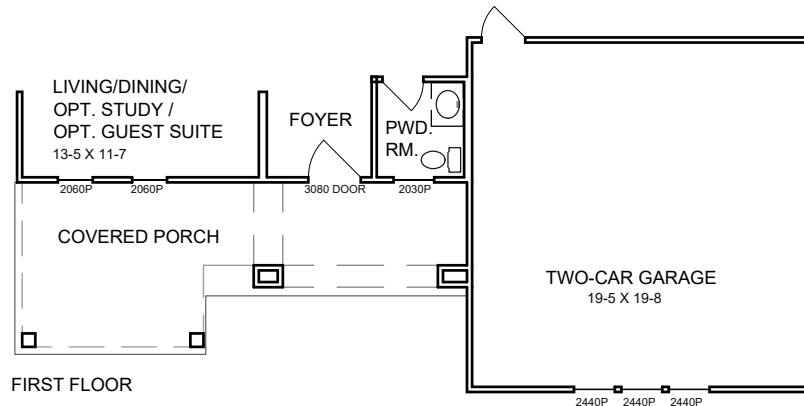
COASTAL CLASSIC EXTERIOR DESIGN

SIDE ENTRY

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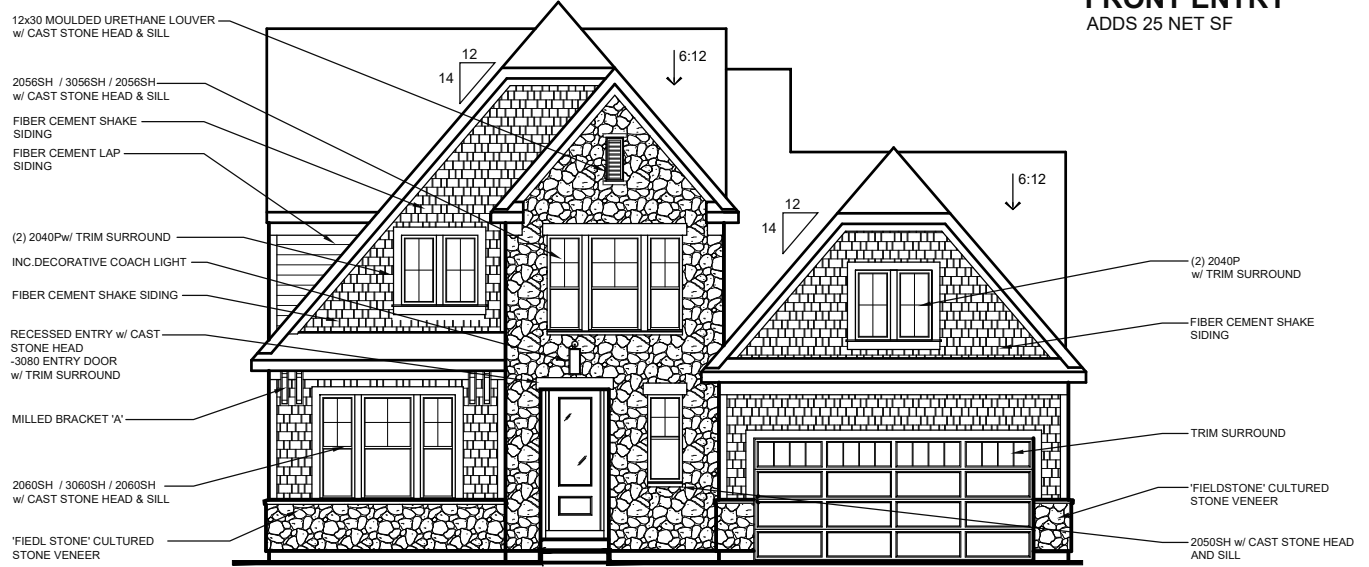


w/ CULTURED STONE VENEER
w/ OPT. RSC TRELLIS & STONE BASE WING WALL
(AVAILABLE w/ LOW STONE SIDES)



EUROPEAN ROMANTIC EXTERIOR DESIGN

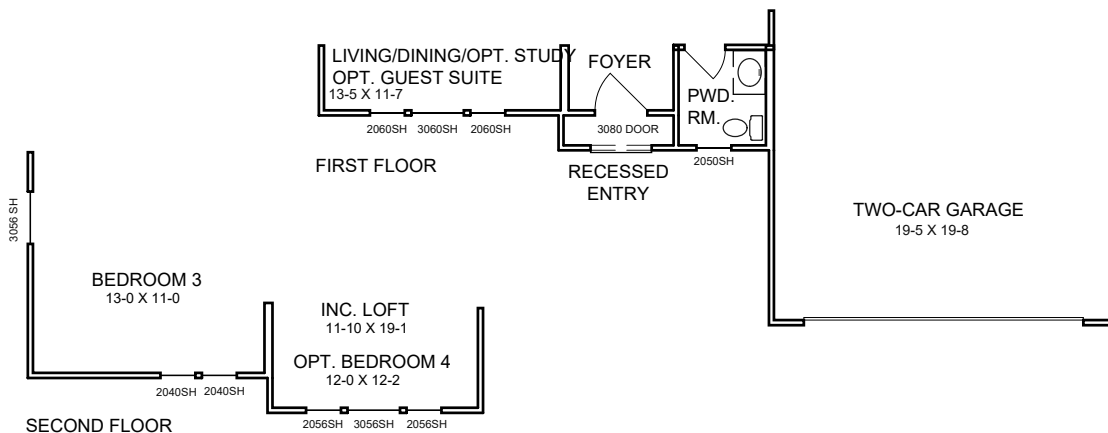
FRONT ENTRY ADDS 25 NET SF



w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES)



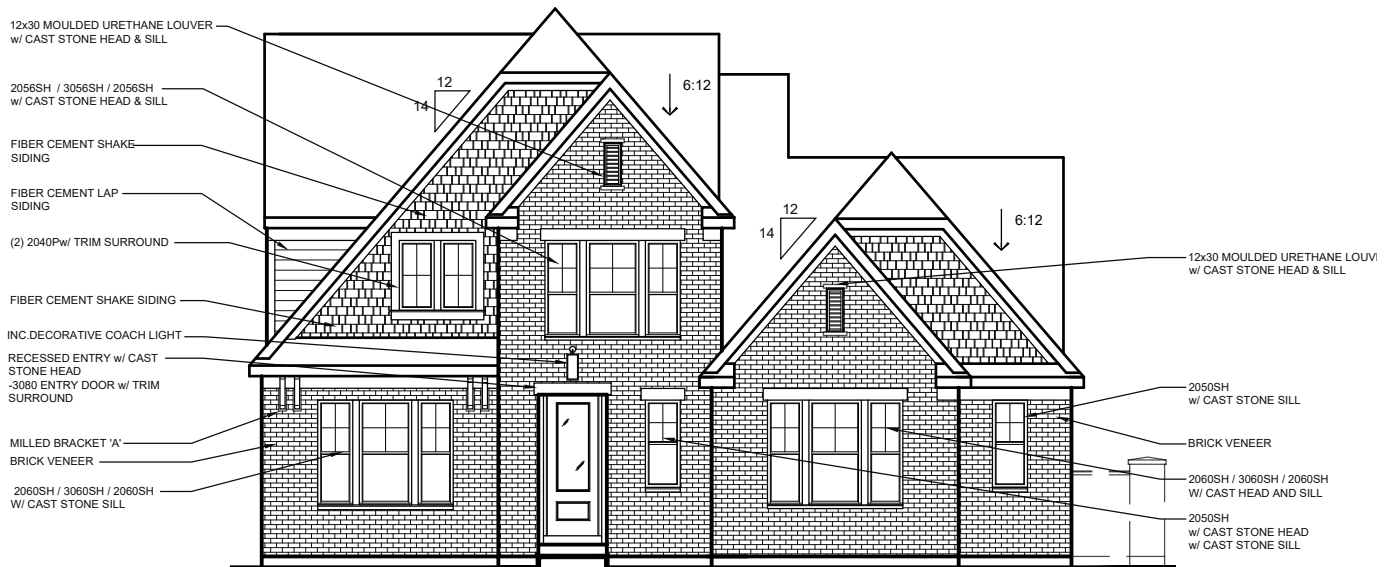
EUROPEAN ROMANTIC EXTERIOR DESIGN

SIDE ENTRY

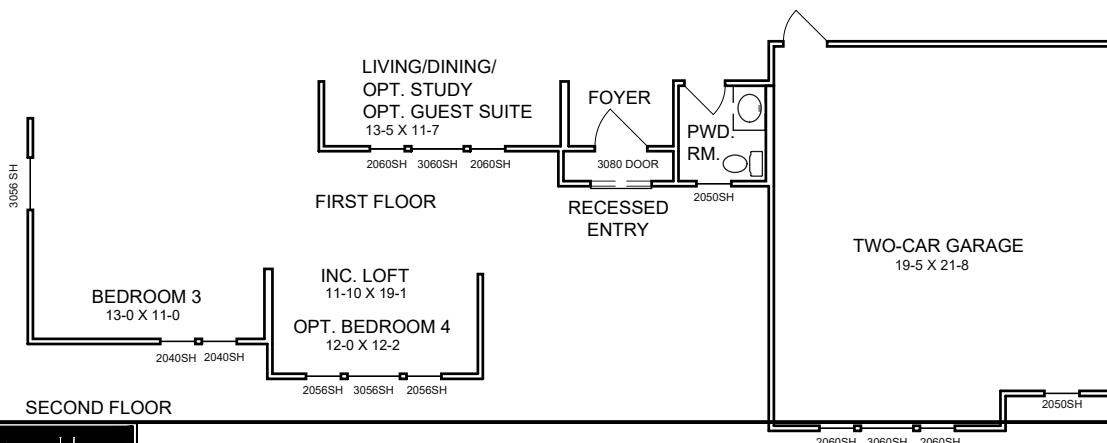
ADDS 25 NET SF



w/ CULTURED STONE VENEER
w/ OPT. CULTURED STONE BASE WING WALL
(AVAILABLE w/ LOW STONE SIDES)



w/ BRICK VENEER
w/ OPT. BRICK BASE WING WALL
(AVAILABLE w/ LOW or HIGH BRICK SIDES)



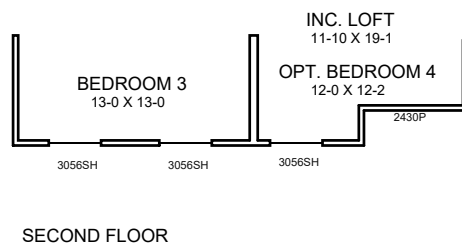
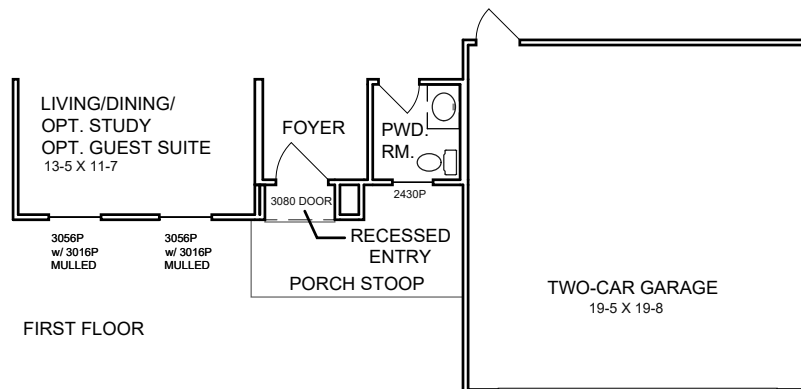
FRENCH MANOR EXTERIOR DESIGN

FRONT ENTRY

ADDS 68 NET SF



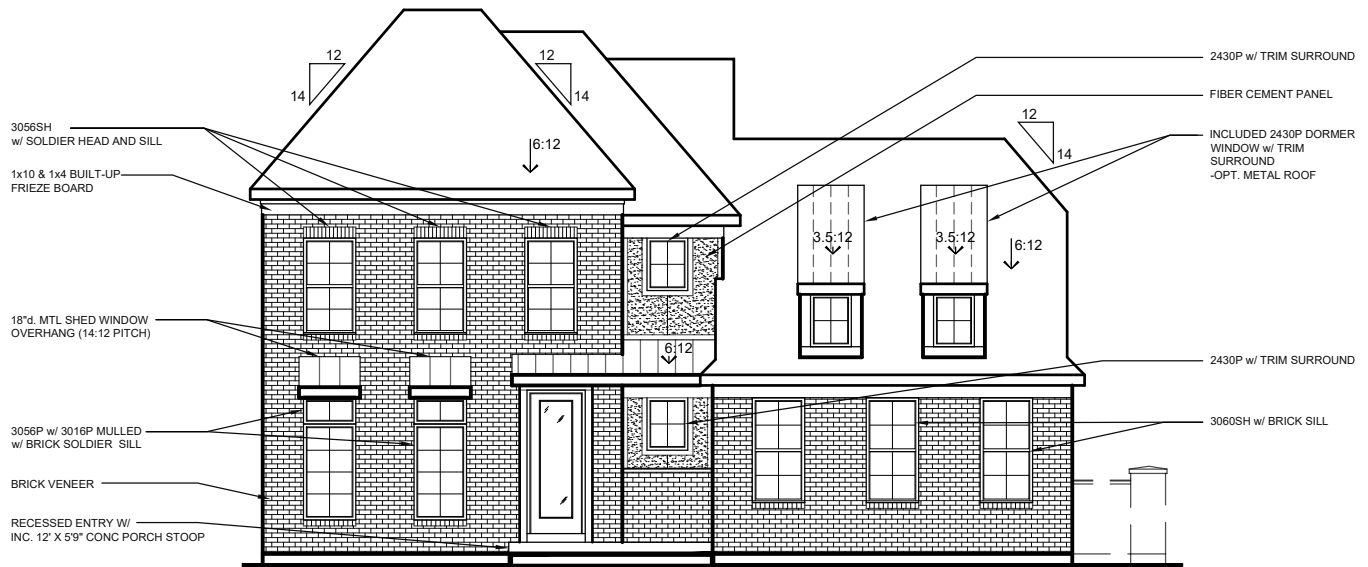
w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES)



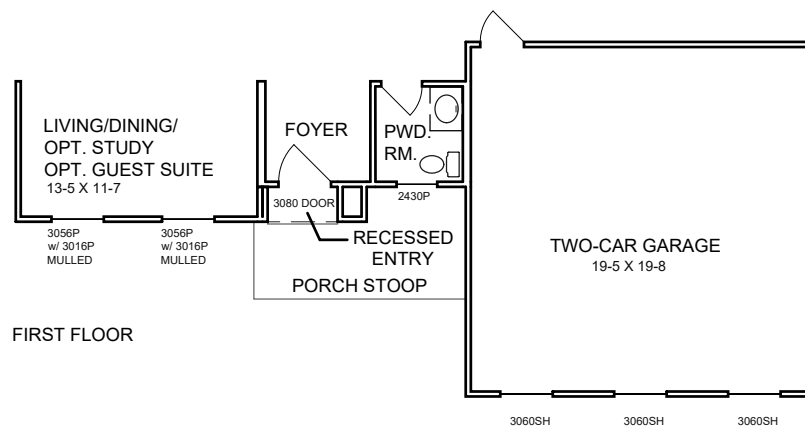
FRENCH MANOR EXTERIOR DESIGN

SIDE ENTRY

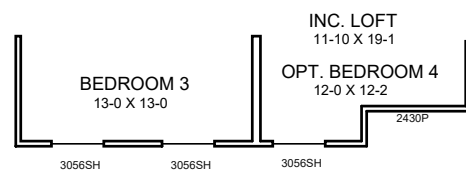
ADDS 68 NET SF



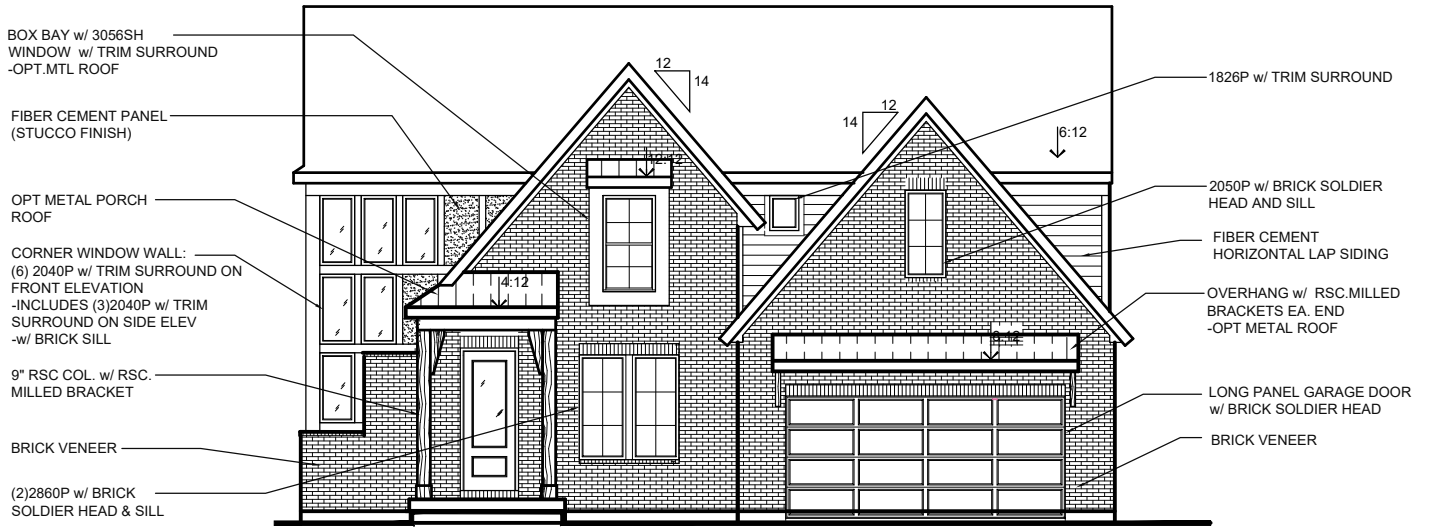
w/ BRICK VENEER
w/ OPT. BRICK BASE WING WALL
(AVAILABLE w/ LOW or HIGH BRICK SIDES)



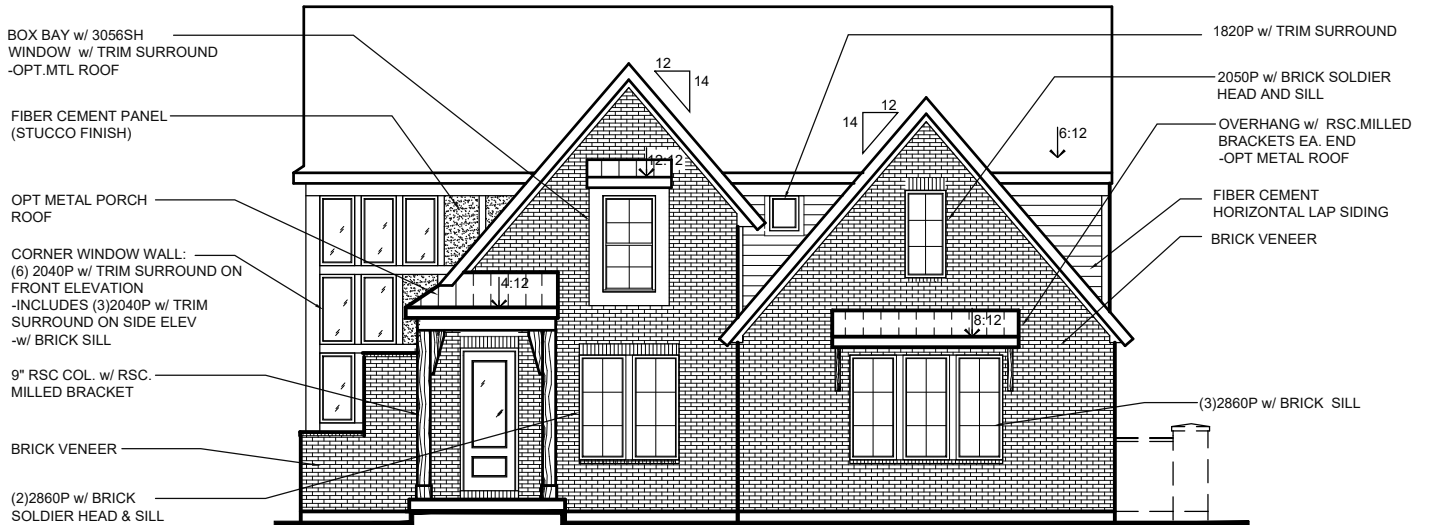
FIRST FLOOR



SECOND FLOOR



FRONT ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



SIDE ENTRY w/ BRICK VENEER
w/ OPT. BRICK WING WALL
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)

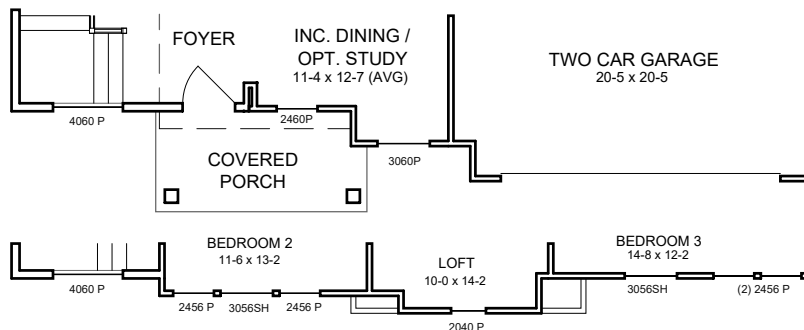
MODERN RETREAT w/ BRICK EXTERIOR DESIGN



FRONT ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)

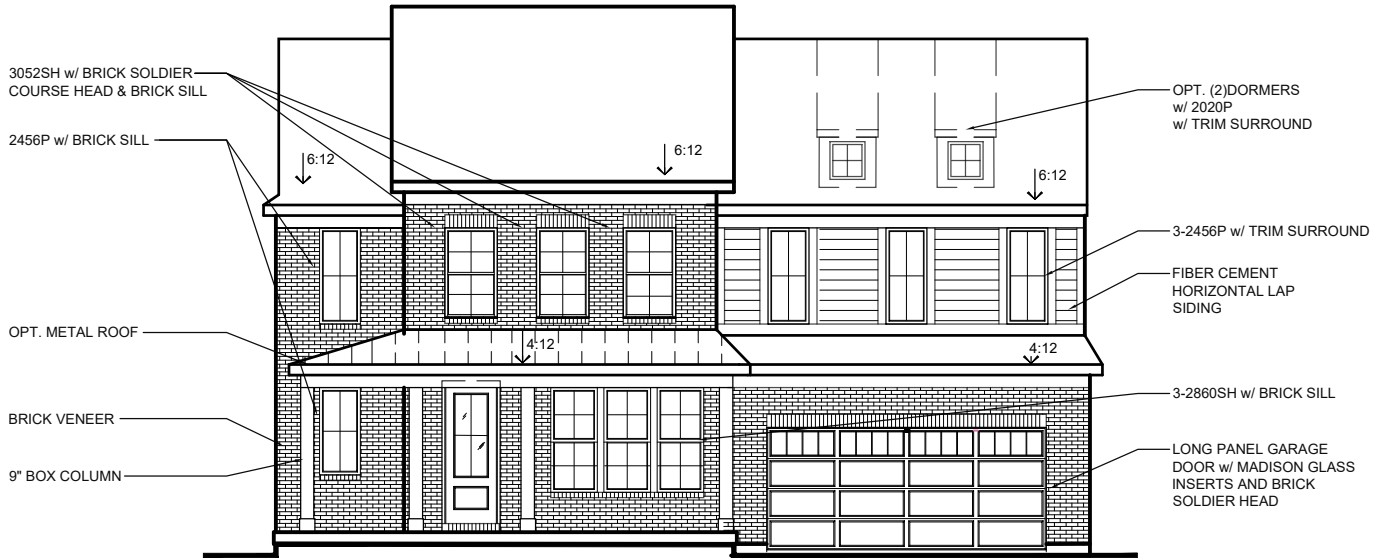


SIDE ENTRY w/ BRICK VENEER
w/ OPT. TRELLIS w/ BRICK BASE WING WALL
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



FIRST FLOOR
(ADDS 10 NET SF)

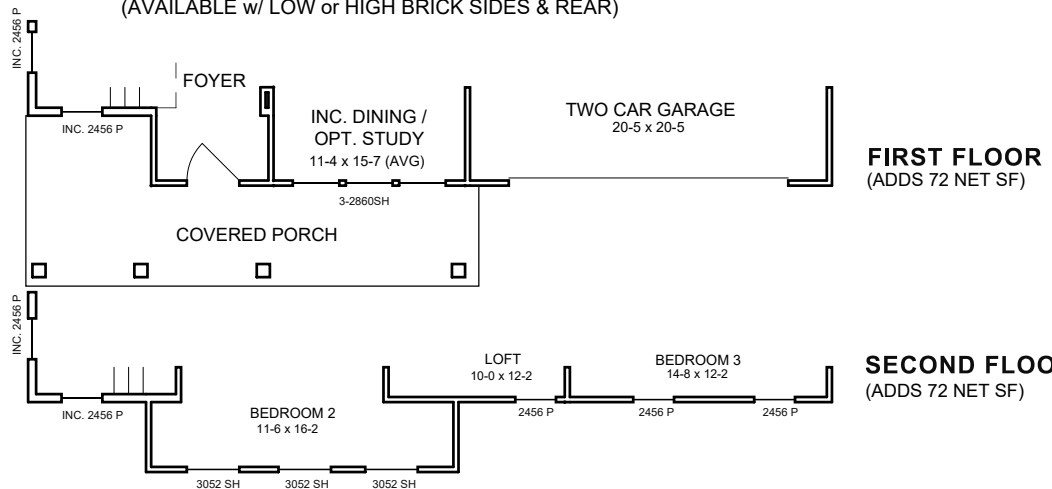
SECOND FLOOR
(ADDS 36 NET SF)

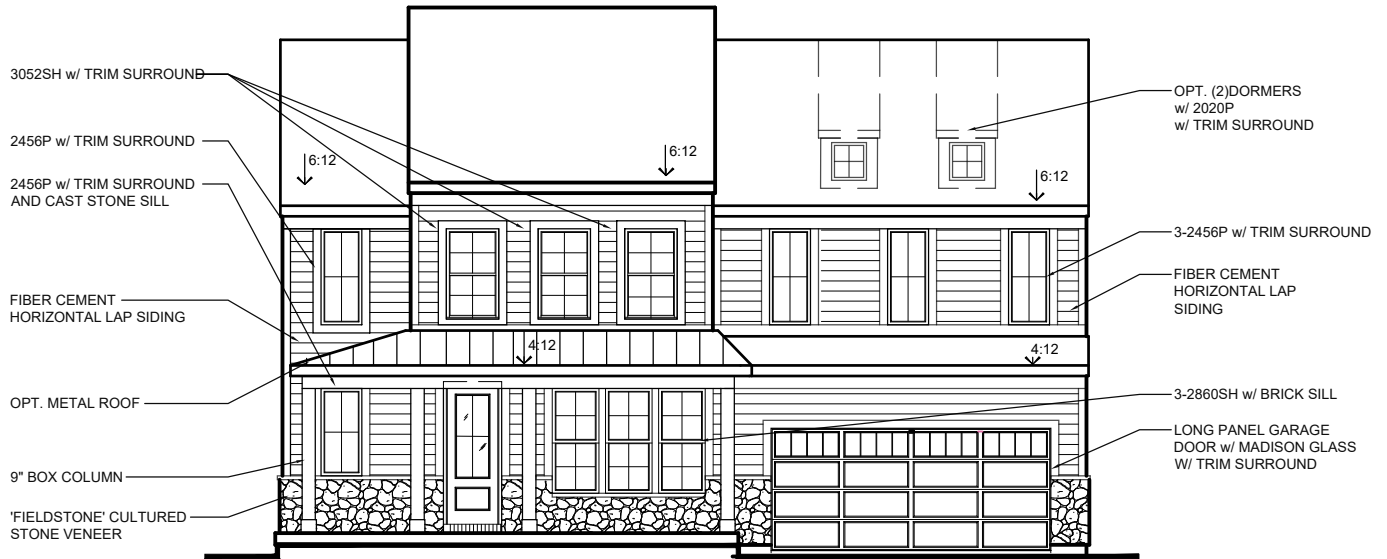


FRONT ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)

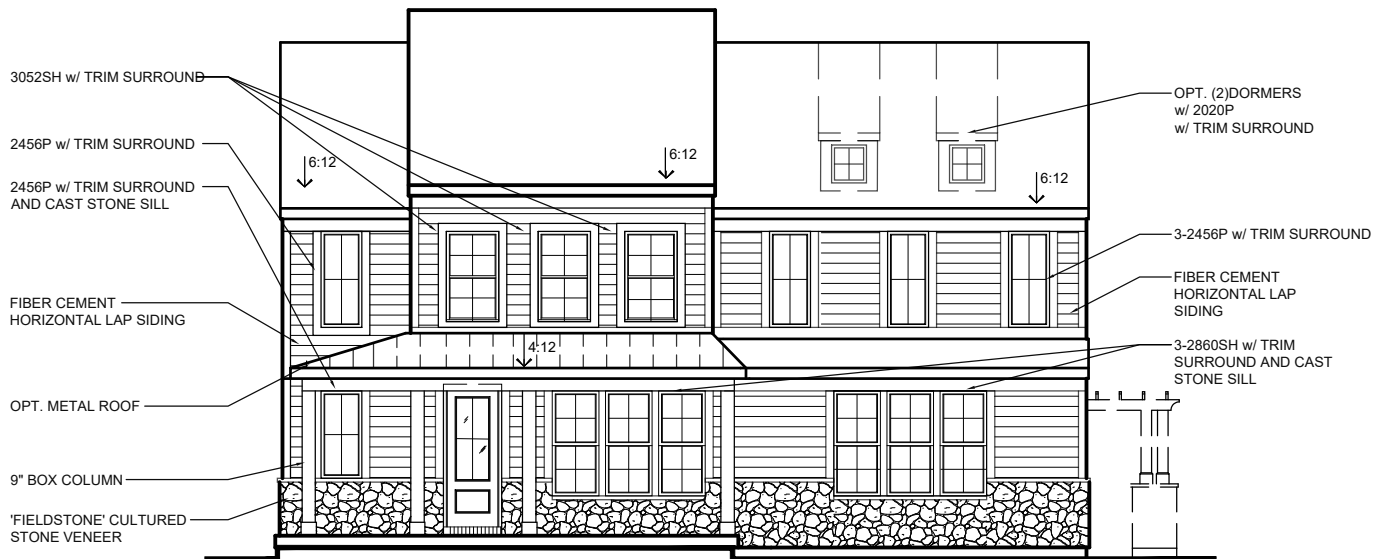


SIDE ENTRY w/ BRICK VENEER
w/ OPTIONAL WING WALL w/ BRICK BASE
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)

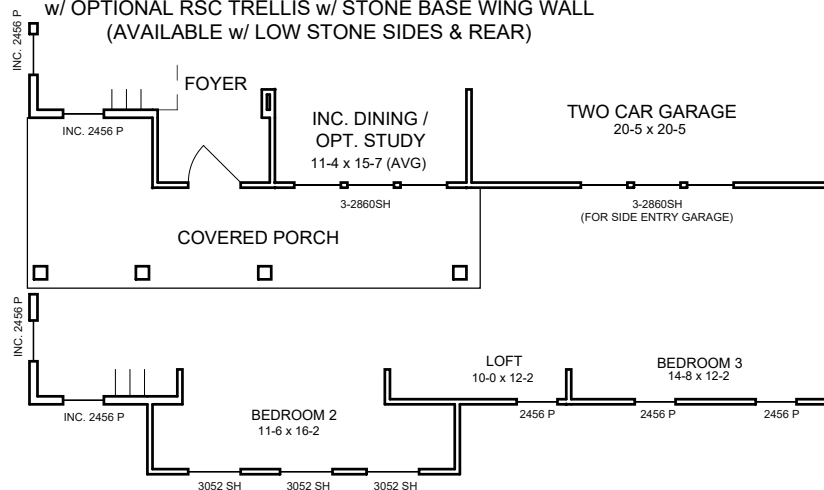




FRONT ENTRY w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES & REAR)



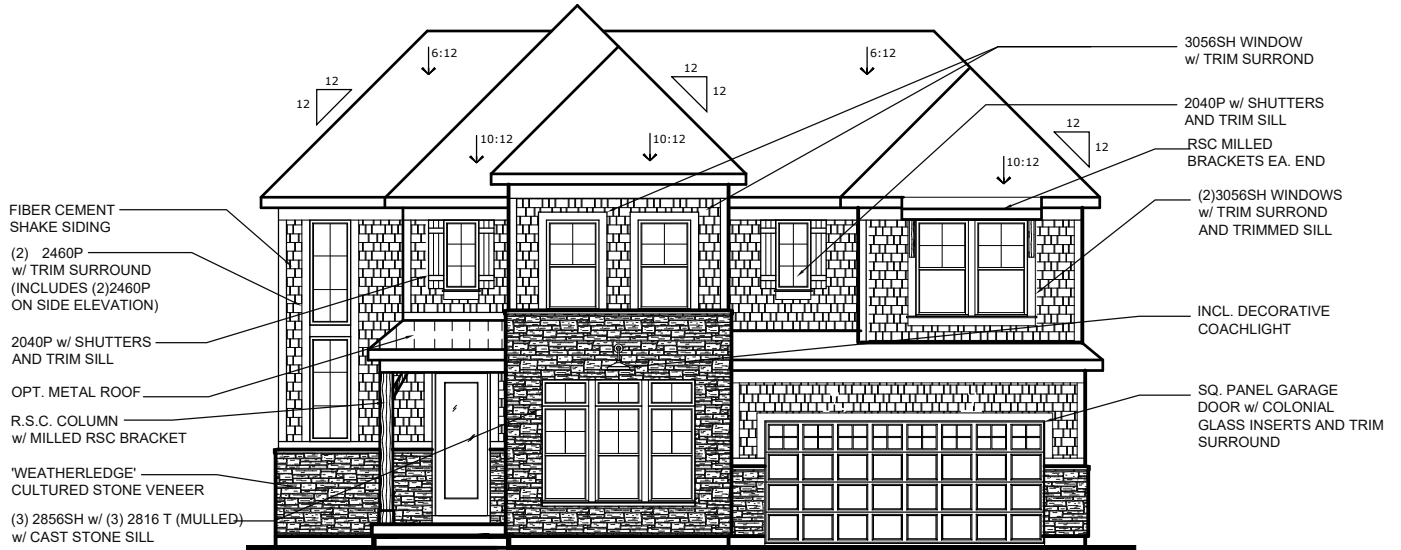
SIDE ENTRY w/ CULTURED STONE VENEER
w/ OPTIONAL RSC TRELLIS w/ STONE BASE WING WALL
(AVAILABLE w/ LOW STONE SIDES & REAR)



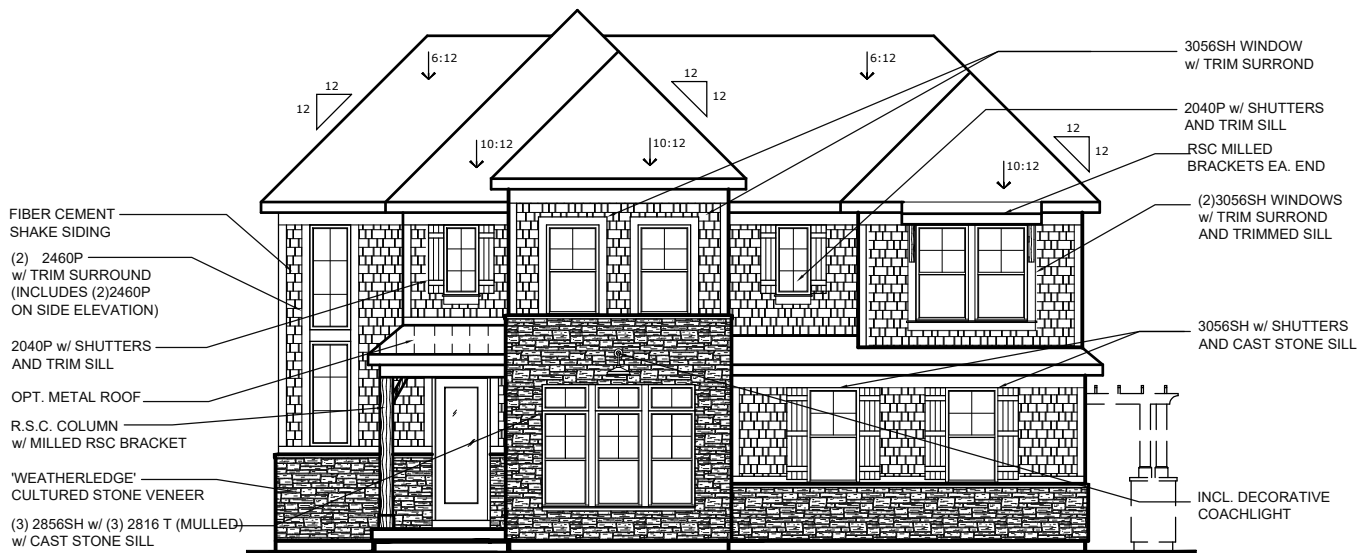
FIRST FLOOR
(ADDS 72 NET SF)

SECOND FLOOR
(ADDS 72 NET SF)

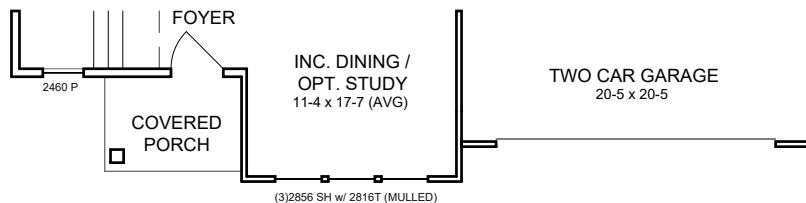
COASTAL COTTAGE w/ STONE EXTERIOR DESIGN



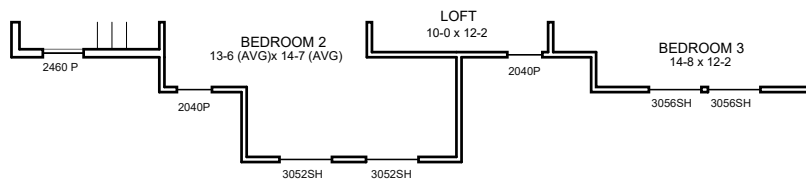
FRONT ENTRY w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES & REAR)



SIDE ENTRY w/ CULTURED STONE VENEER
w/ OPTIONAL RSC TRELLIS w/ STONE BASE WING WALL
(AVAILABLE w/ LOW STONE SIDES & REAR)



FIRST FLOOR
(ADDS 75 NET SF)



SECOND FLOOR
(ADDS 100 NET SF)



THE HUXLEY MASTERPIECE COLLECTION

3114 SQFT

2 Story

4-5 Bedrooms

2.5-5.5 Baths



Photos, Options,
Virtual Tours
& More

Modern Farmhouse



French Manor



Coastal Cottage



English Elegance

VIEW FLOORPLANS ON FISCHERHOMES.COM



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RVSD
03/23



LELAND

Masterpiece Collection

welcome home.

Approximately 3045 sq ft and Up



MODERN FARMHOUSE
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by: *FH*



AMERICAN CLASSIC
(WITH BRICK VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by: *FH*



COASTAL CLASSIC
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by: *FH*



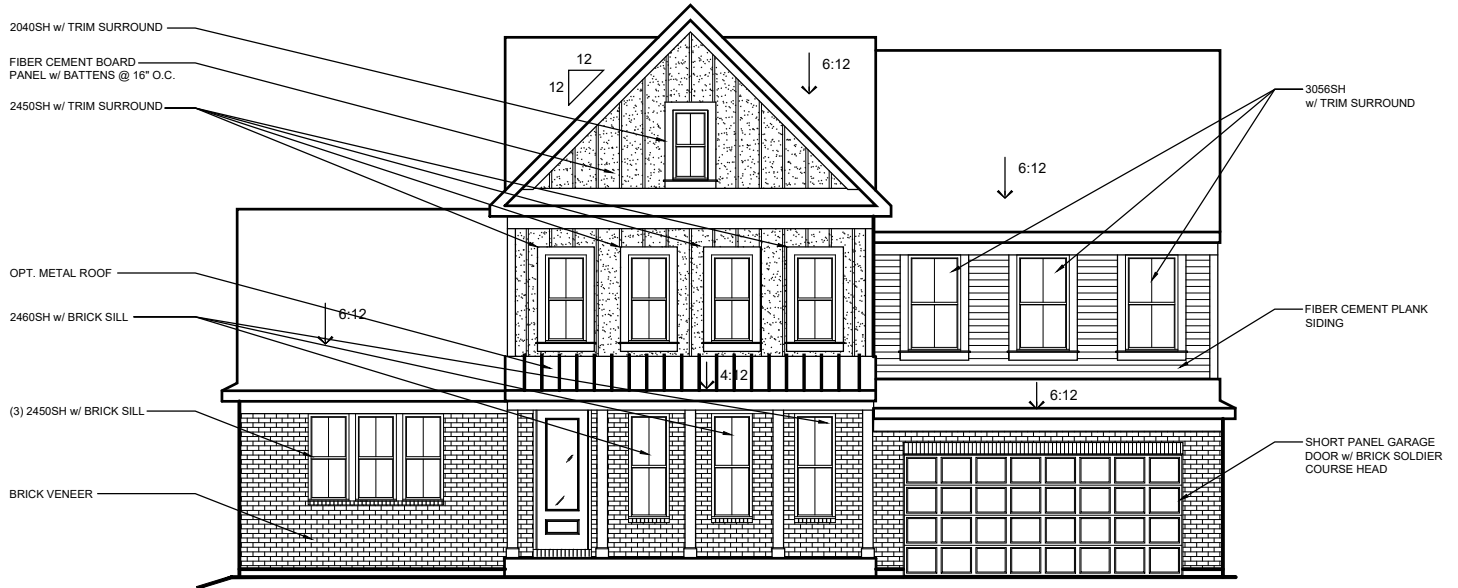
WESTERN CRAFTSMAN
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by: *FH*

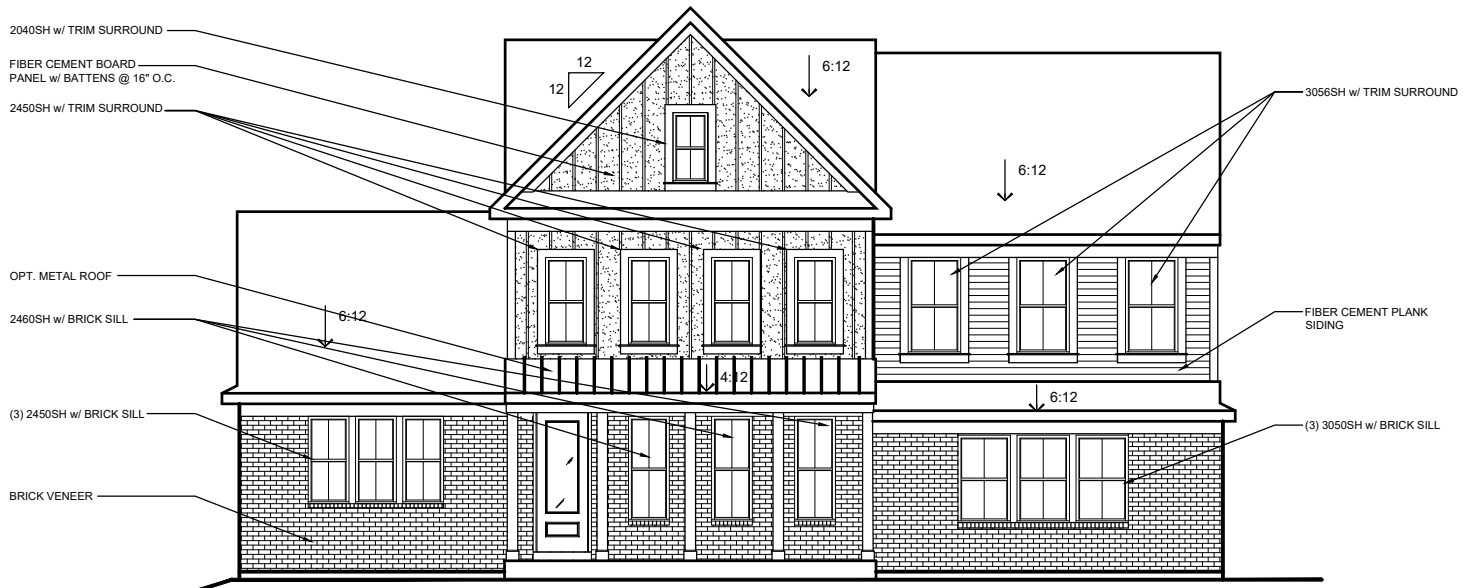
Images & Options Available at [fischerhomes.com](https://www.fischerhomes.com)

Our Plans Include You

Page 286 of 424



FRONT ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



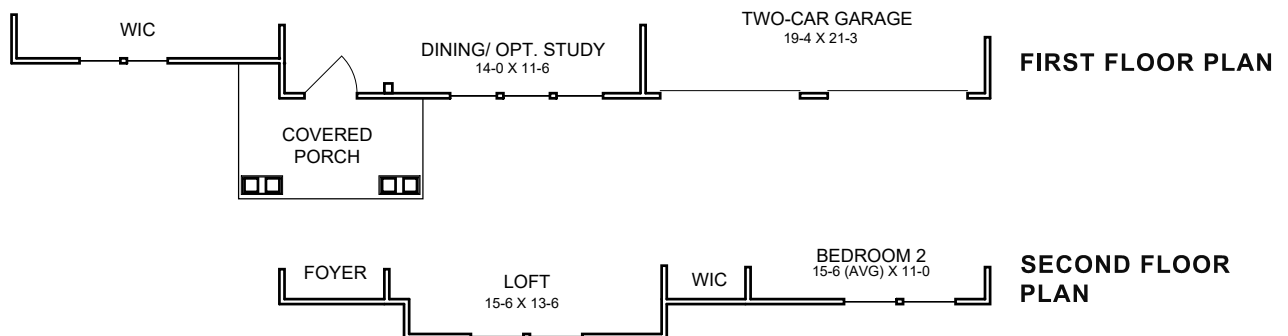
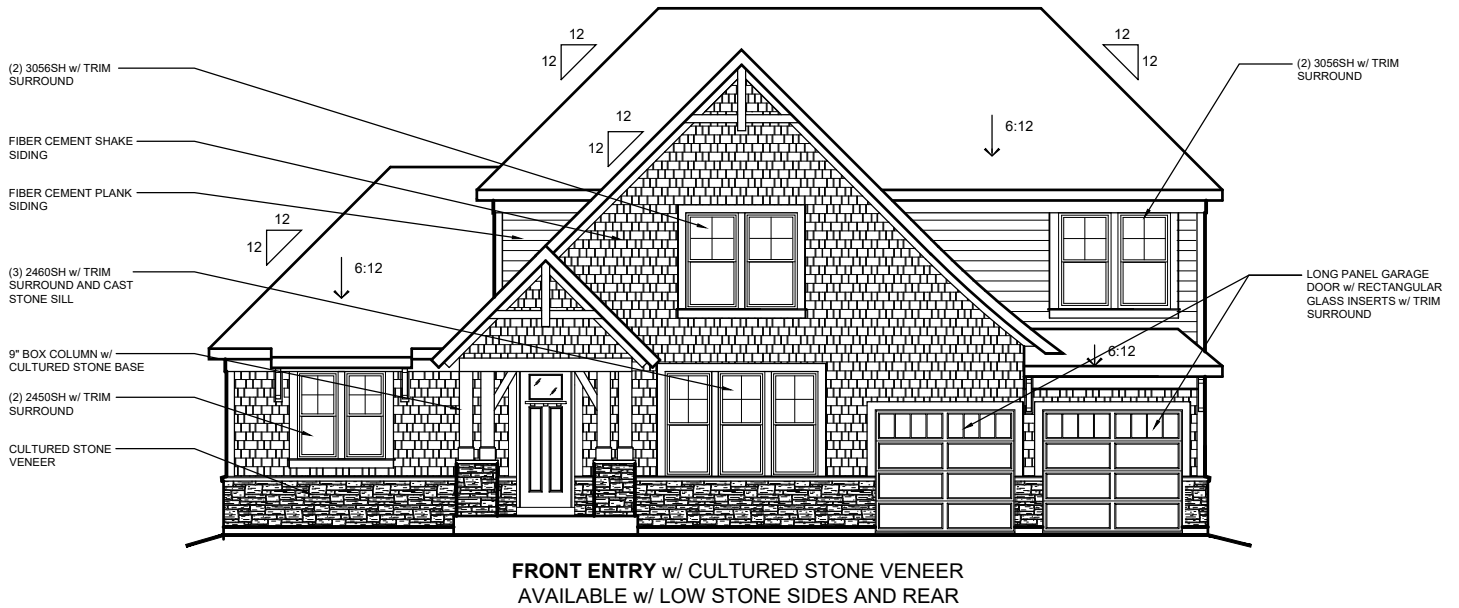
SIDE ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR

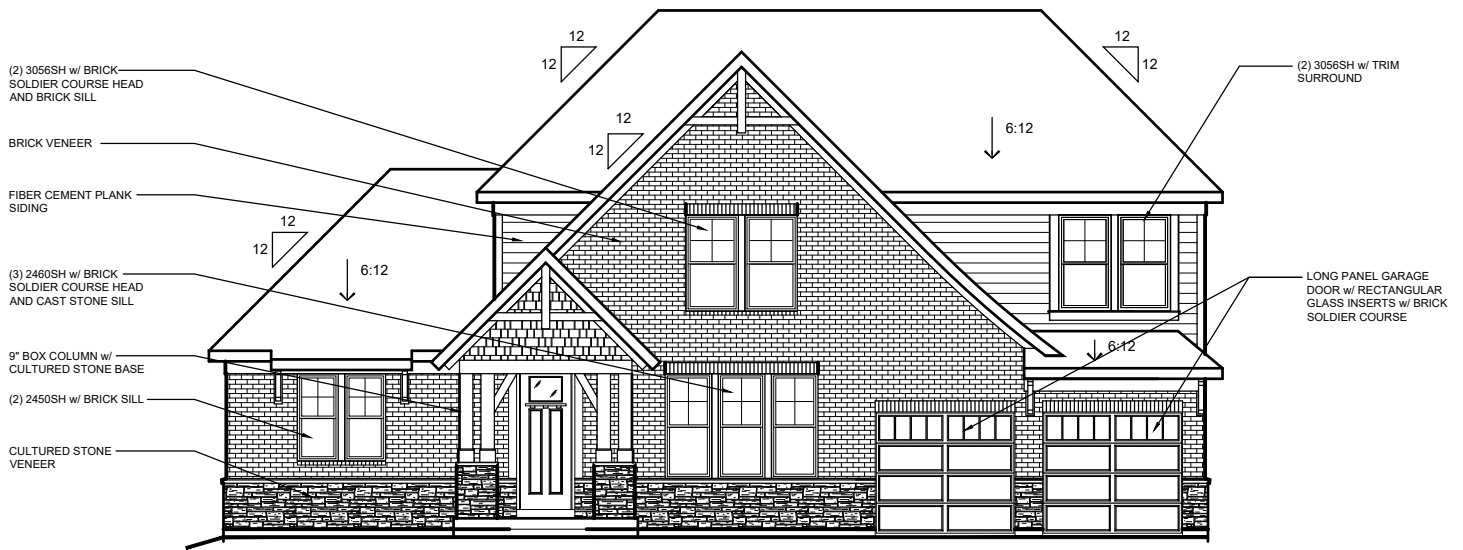


FRONT ENTRY w/ CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

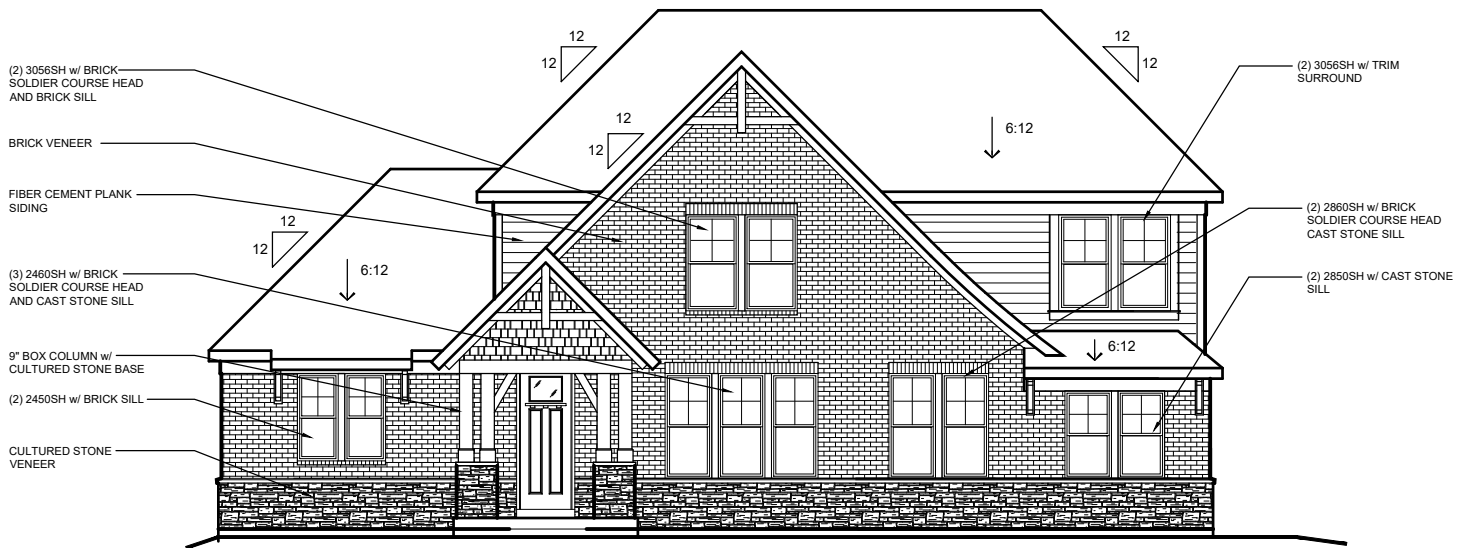


SIDE ENTRY w/ CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

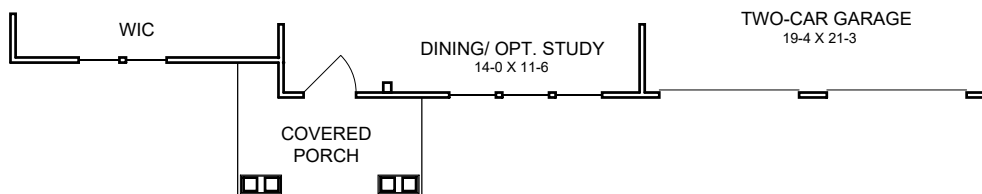




FRONT ENTRY w/ BRICK AND CULTURED STONE VENEER
 AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



SIDE ENTRY w/ BRICK AND CULTURED STONE VENEER
 AVAILABLE w/ HIGH OR LOW BRICK SIDES AND REAR



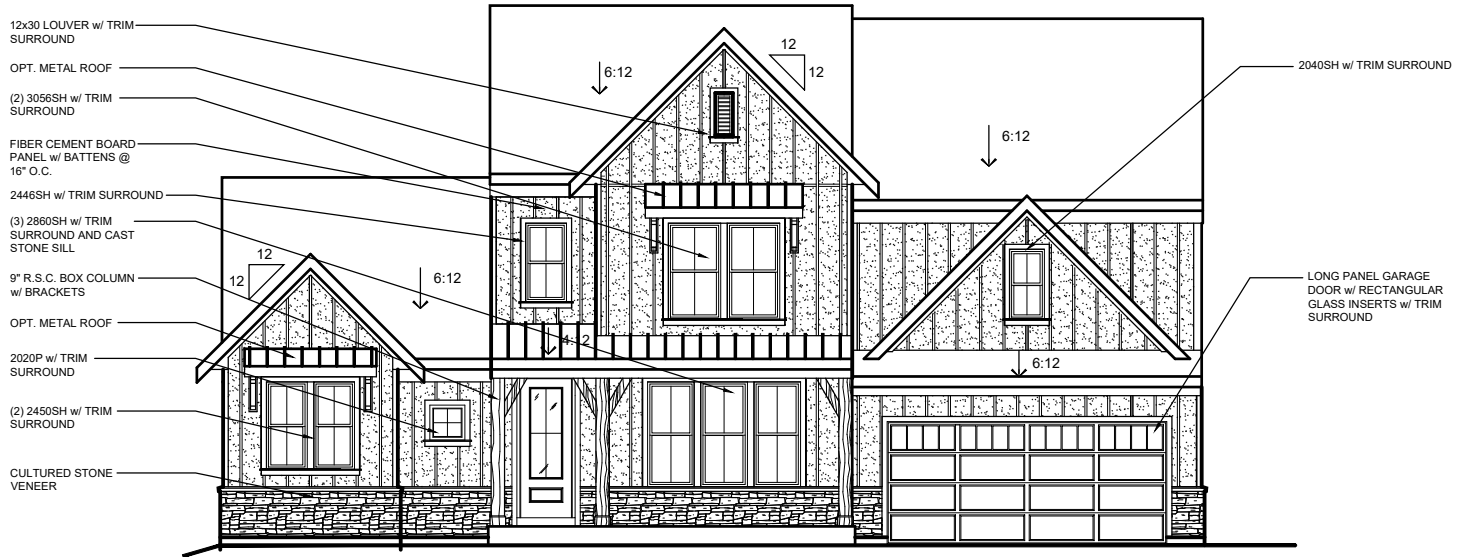
FIRST FLOOR PLAN



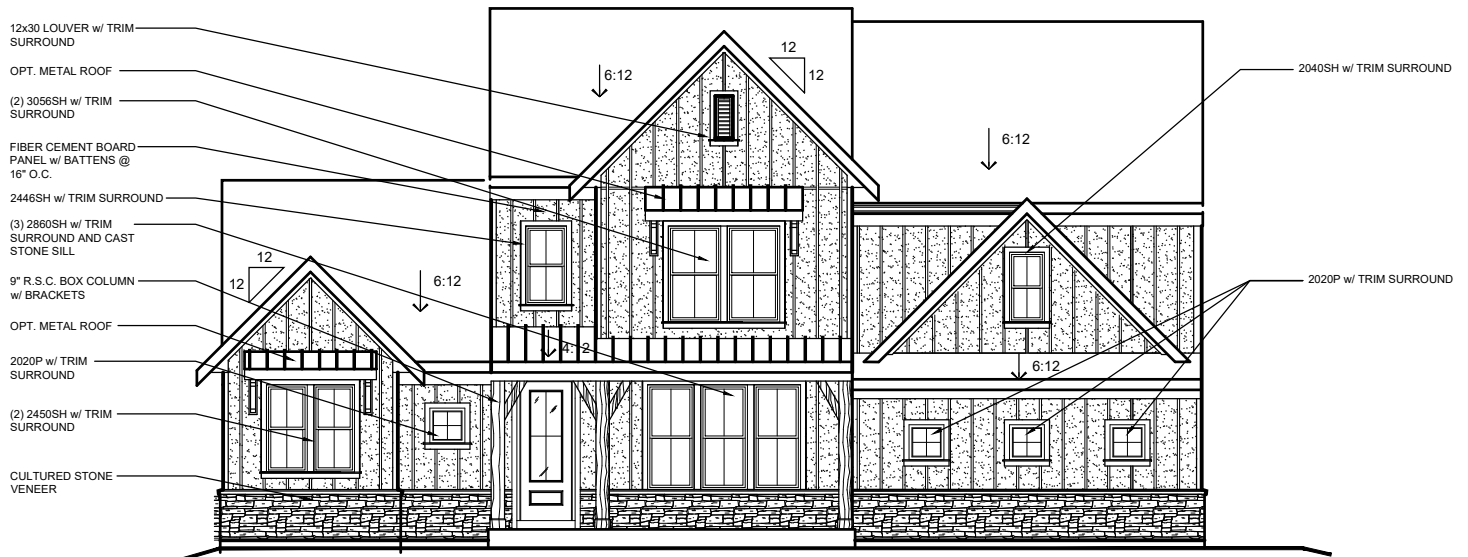
SECOND FLOOR PLAN

57-442 LELAND | MASTERPIECE COLLECTION

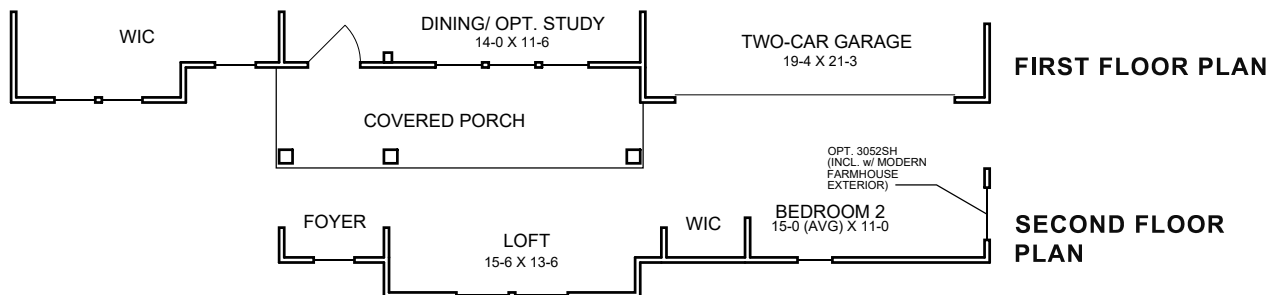
MODERN FARMHOUSE EXTERIOR DESIGN

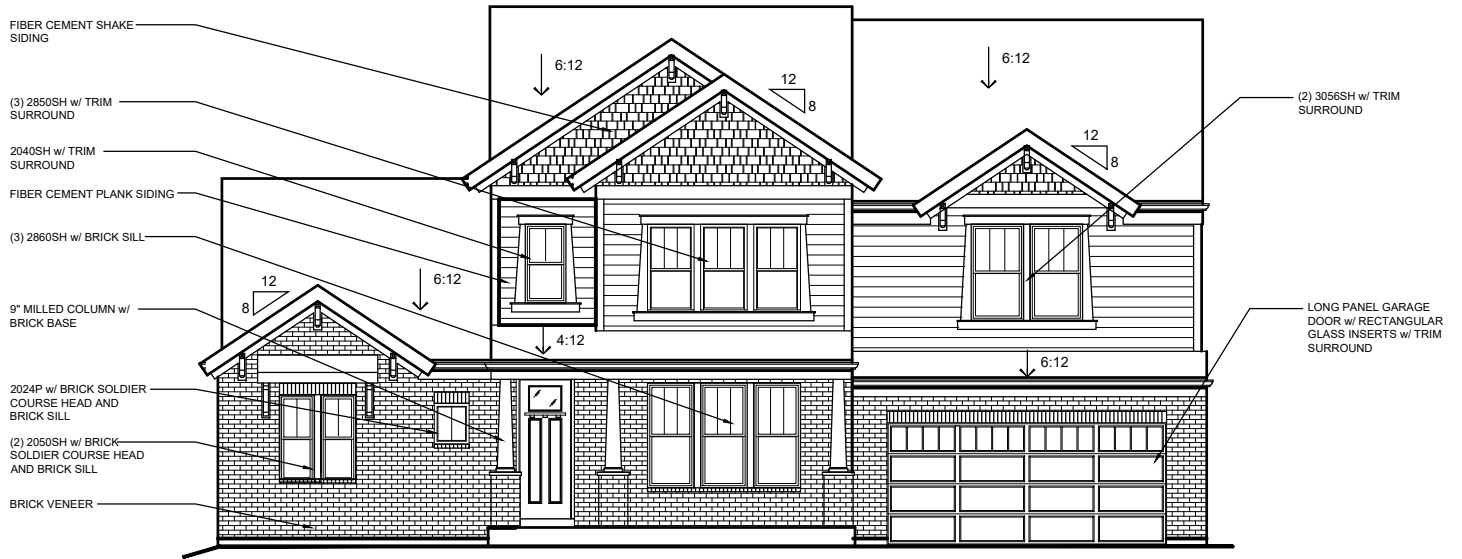


FRONT ENTRY w/ CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

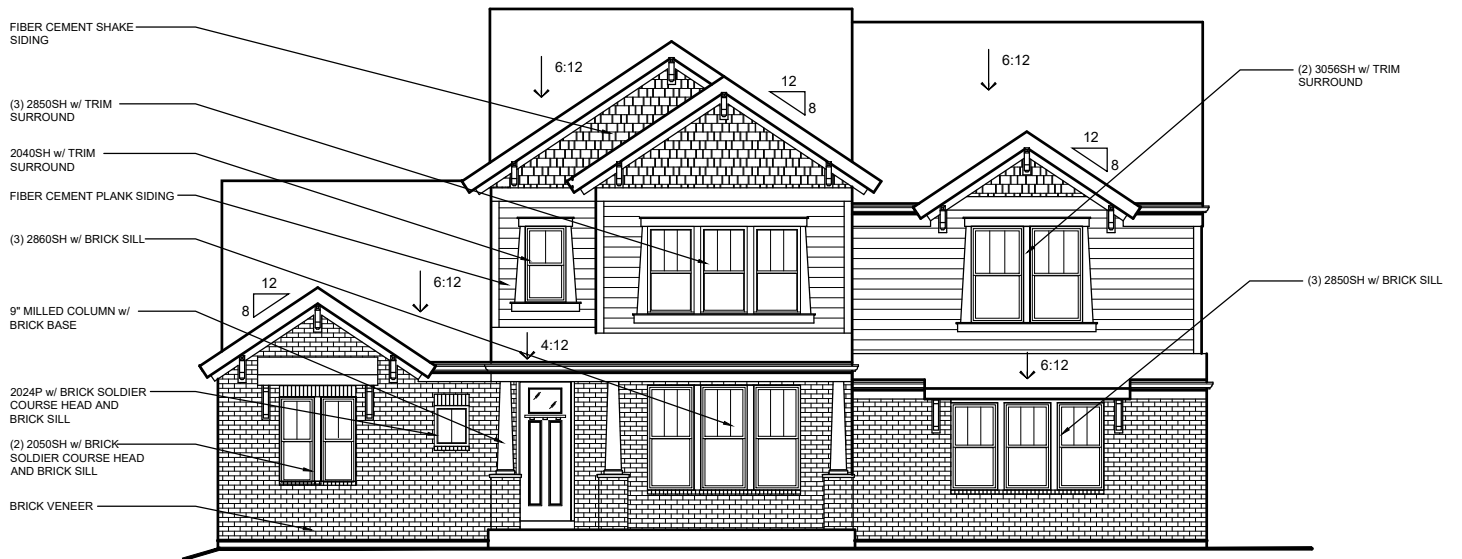


SIDE ENTRY w/ CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

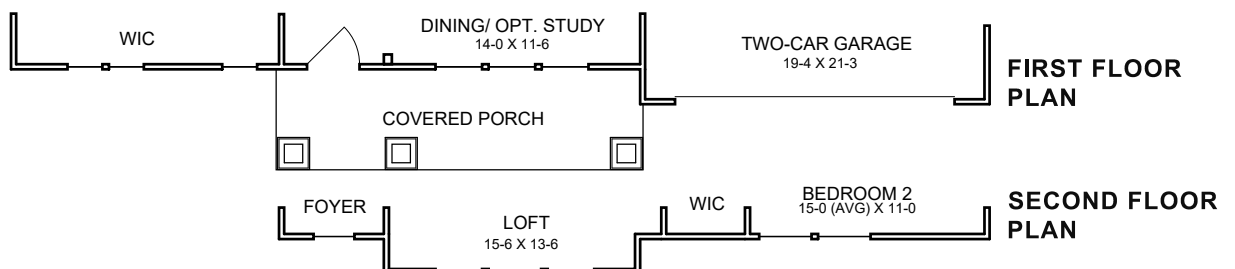


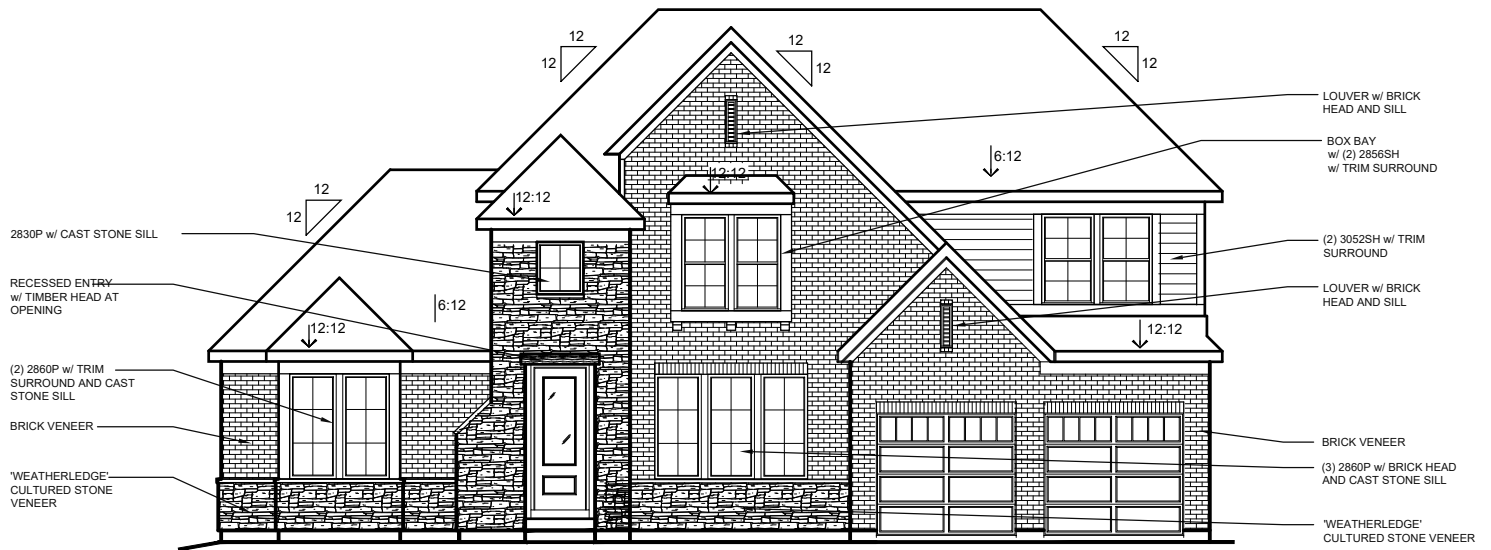


FRONT ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR

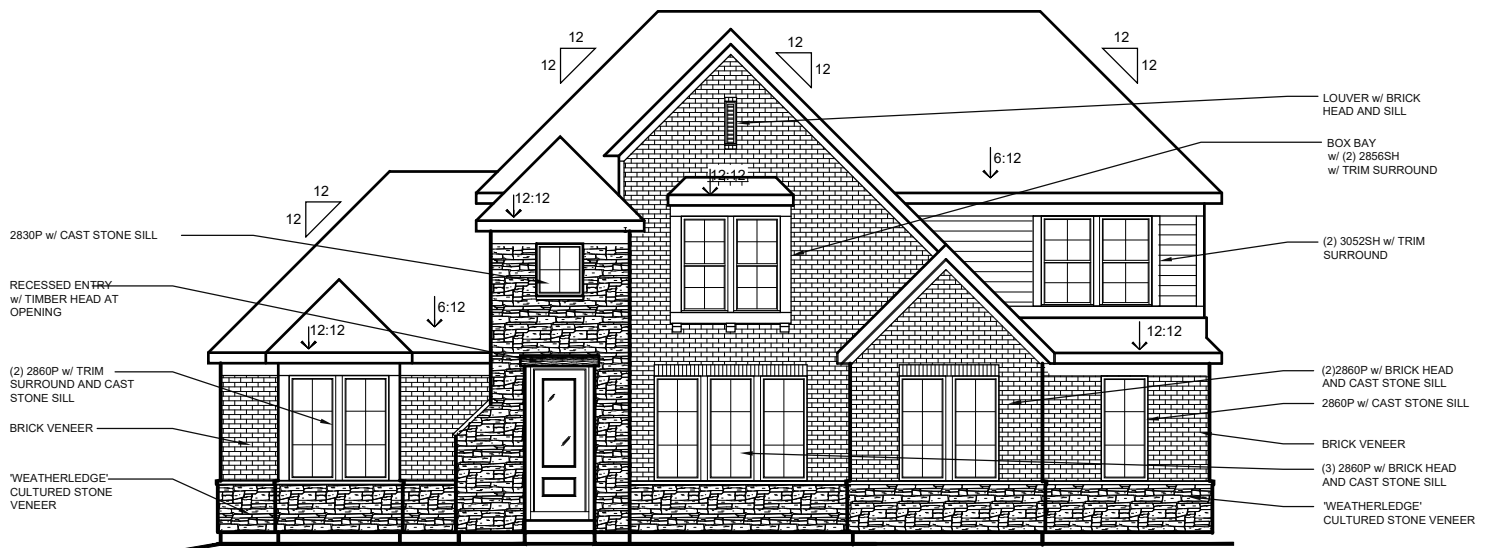


SIDE ENTRY w/ CULTURED STONE VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR

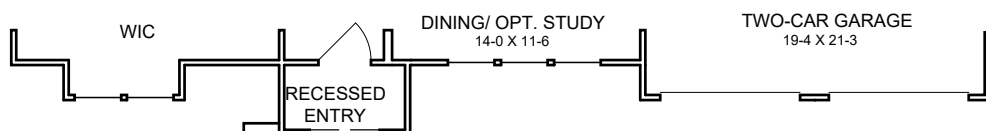




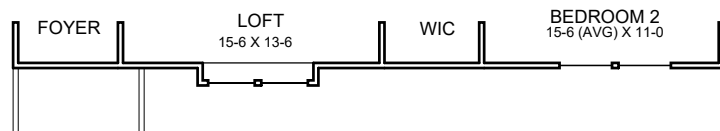
FRONT ENTRY w/ BRICK AND CULTURED STONE VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES



SIDE ENTRY w/ BRICK AND CULTURED STONE VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



FIRST FLOOR PLAN
(ADDS 14 NET SF)



SECOND FLOOR PLAN

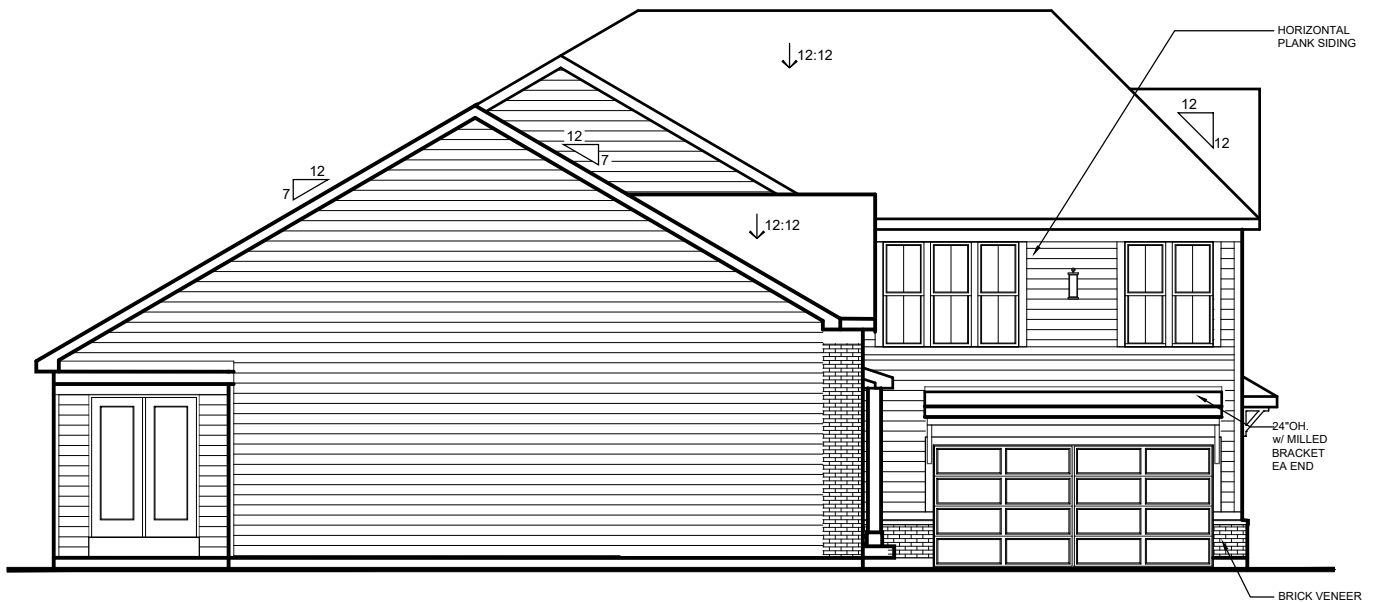
MARGOT

49-750

MASTERPIECE COLLECTION



FRONT ELEVATION



LEFT SIDE (GARAGE ENTRY) ELEVATION

MODERN RETREAT

w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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MA-2.1
02.24.2023

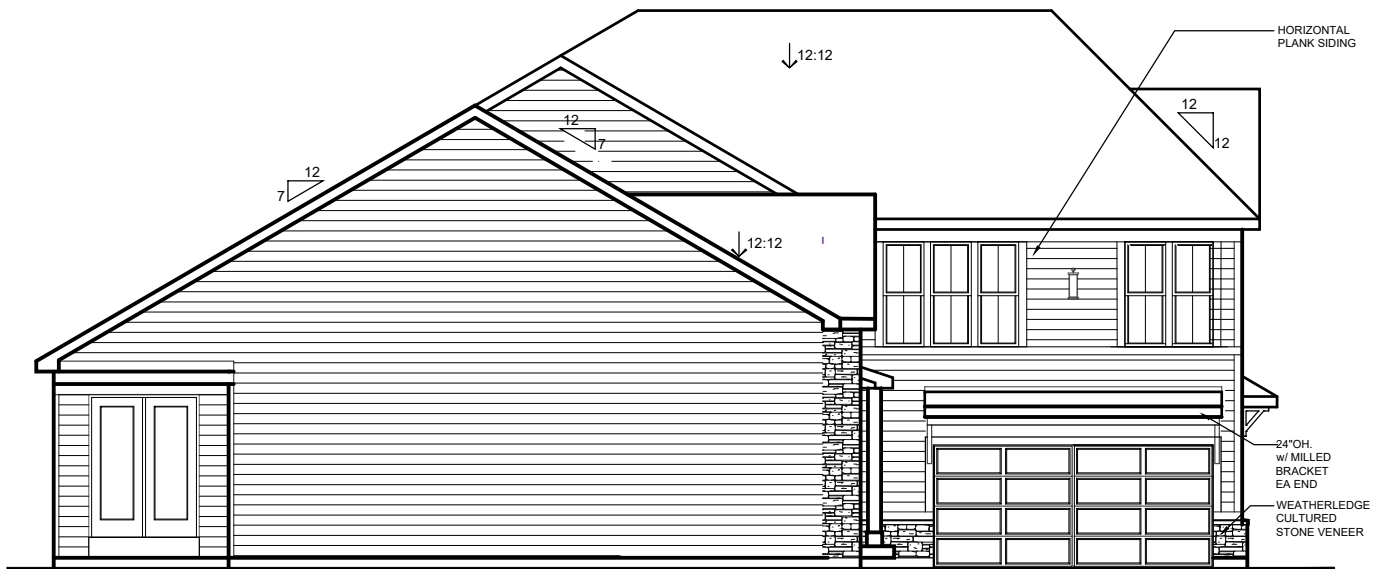
MARGOT

49-750

MASTERPIECE COLLECTION



FRONT ELEVATION



LEFT SIDE (GARAGE ENTRY) ELEVATION

MODERN RETREAT

w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



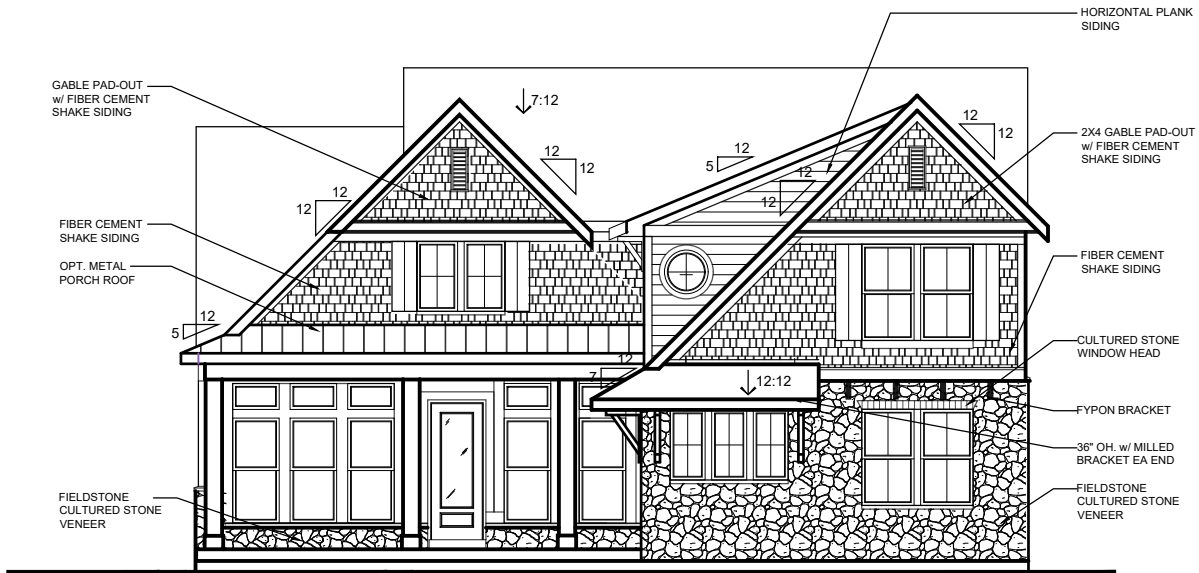
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MA-2.2
02.24.2023

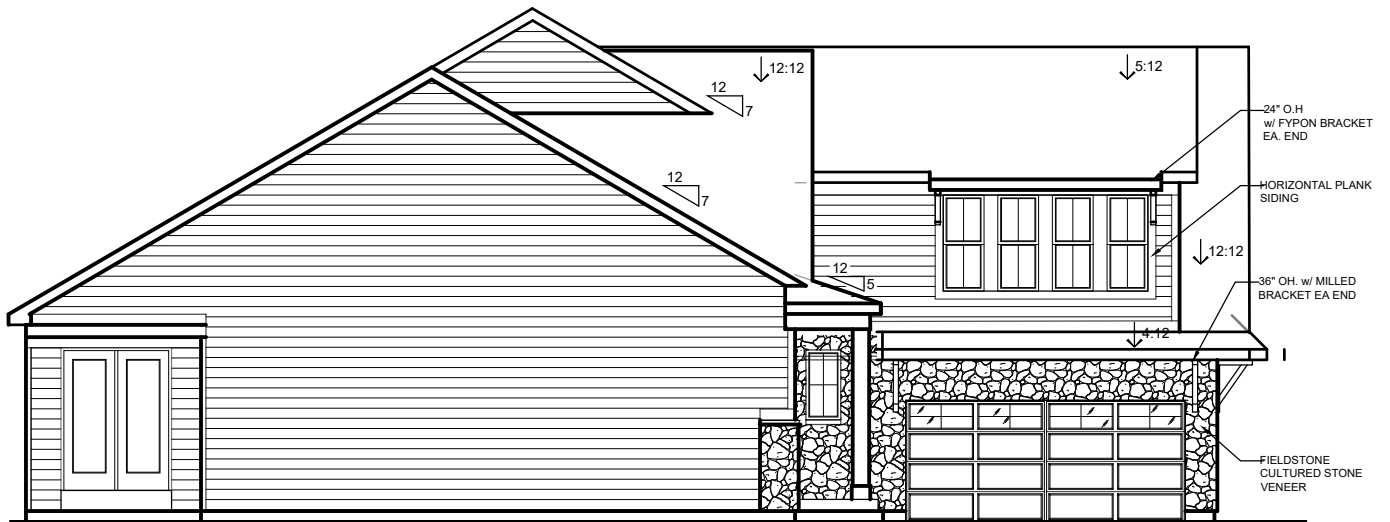
MARGOT

49-750

MASTERPIECE COLLECTION



FRONT ELEVATION



LEFT SIDE (GARAGE ENTRY) ELEVATION

COASTAL CLASSIC

w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



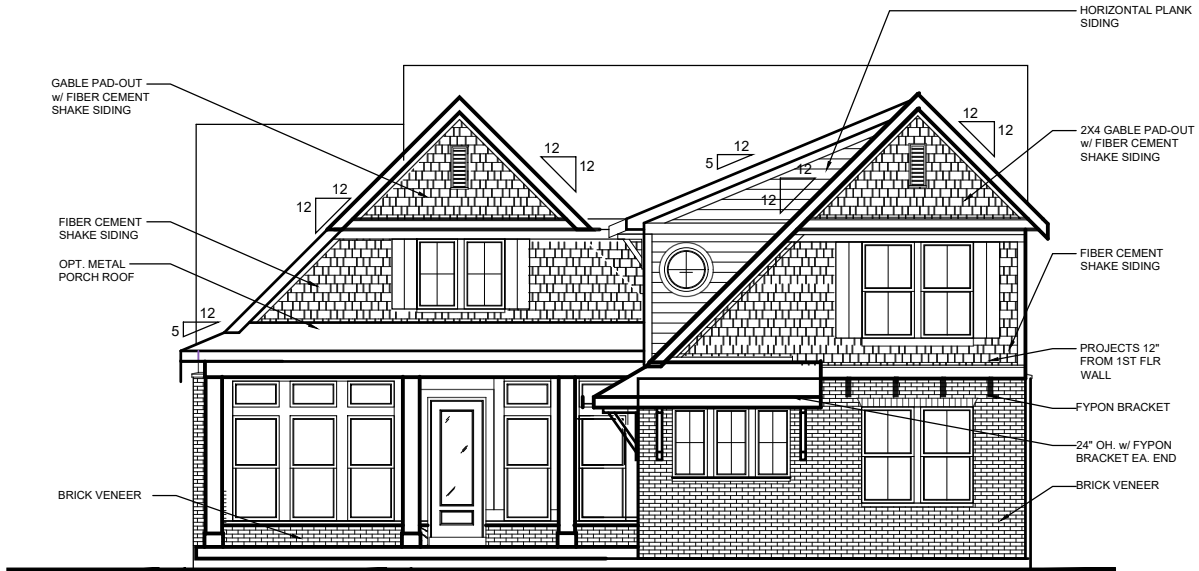
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MA-2.3
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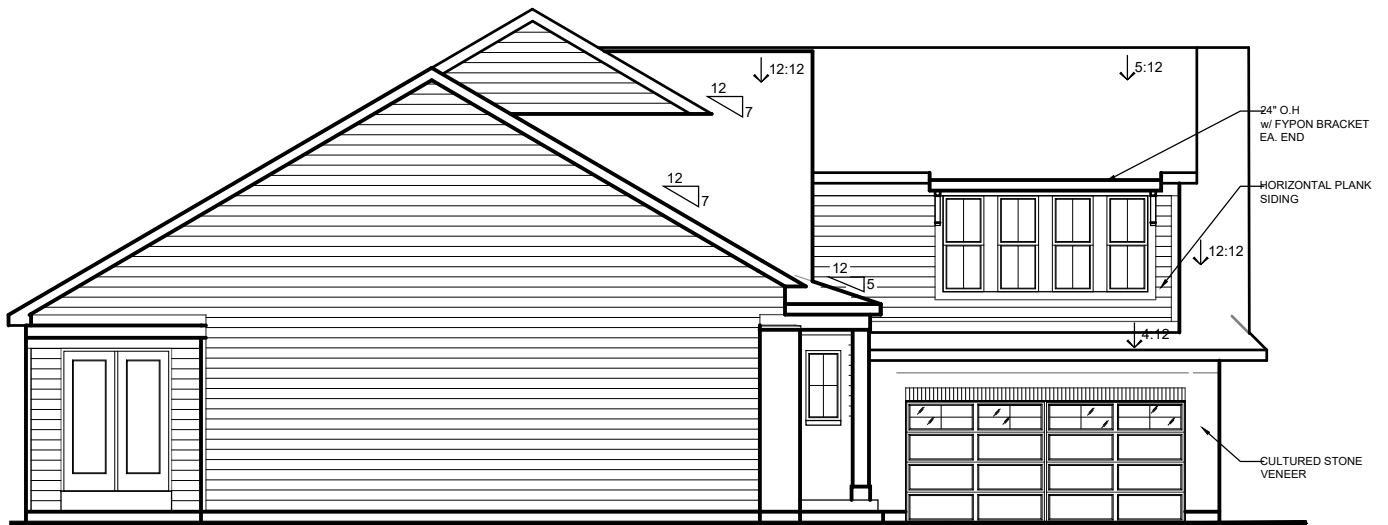
MARGOT

49-750

MASTERPIECE COLLECTION



FRONT ELEVATION



LEFT SIDE (GARAGE ENTRY) ELEVATION

COASTAL CLASSIC

w/ BRICK VENEER

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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MA-2.4
02.24.2023

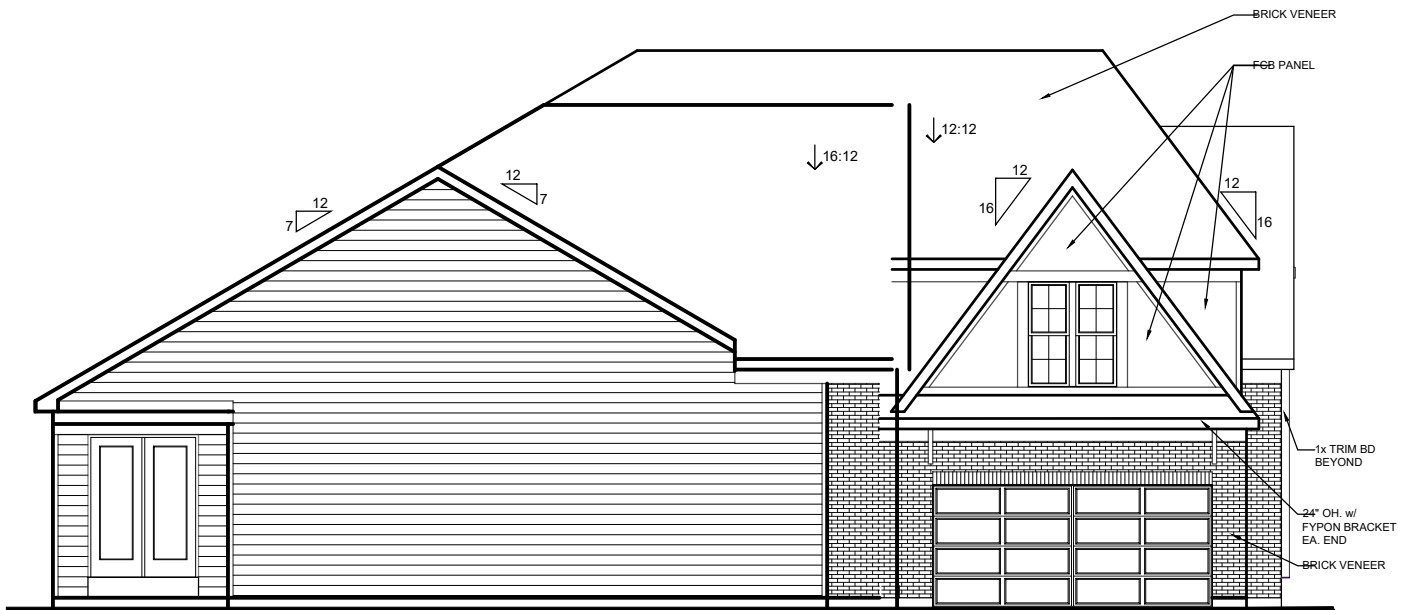
MARGOT

49-750

MASTERPIECE COLLECTION



FRONT ELEVATION



LEFT SIDE (GARAGE ENTRY) ELEVATION

MODERN EUROPEAN

w/ BRICK VENEER

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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MA-2.5
02.24.2023

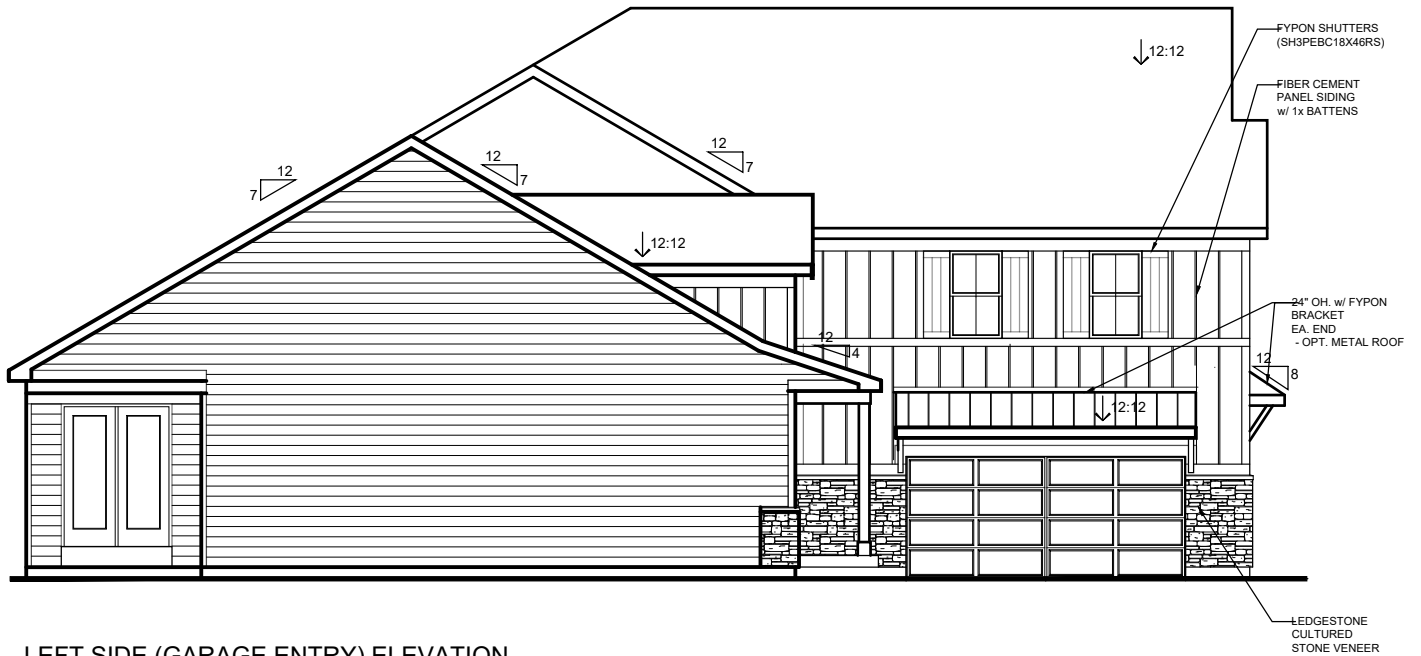
MARGOT

49-750

MASTERPIECE COLLECTION



FRONT ELEVATION



LEFT SIDE (GARAGE ENTRY) ELEVATION

MODERN FARMHOUSE

w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



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MA-2.6
02.24.2023

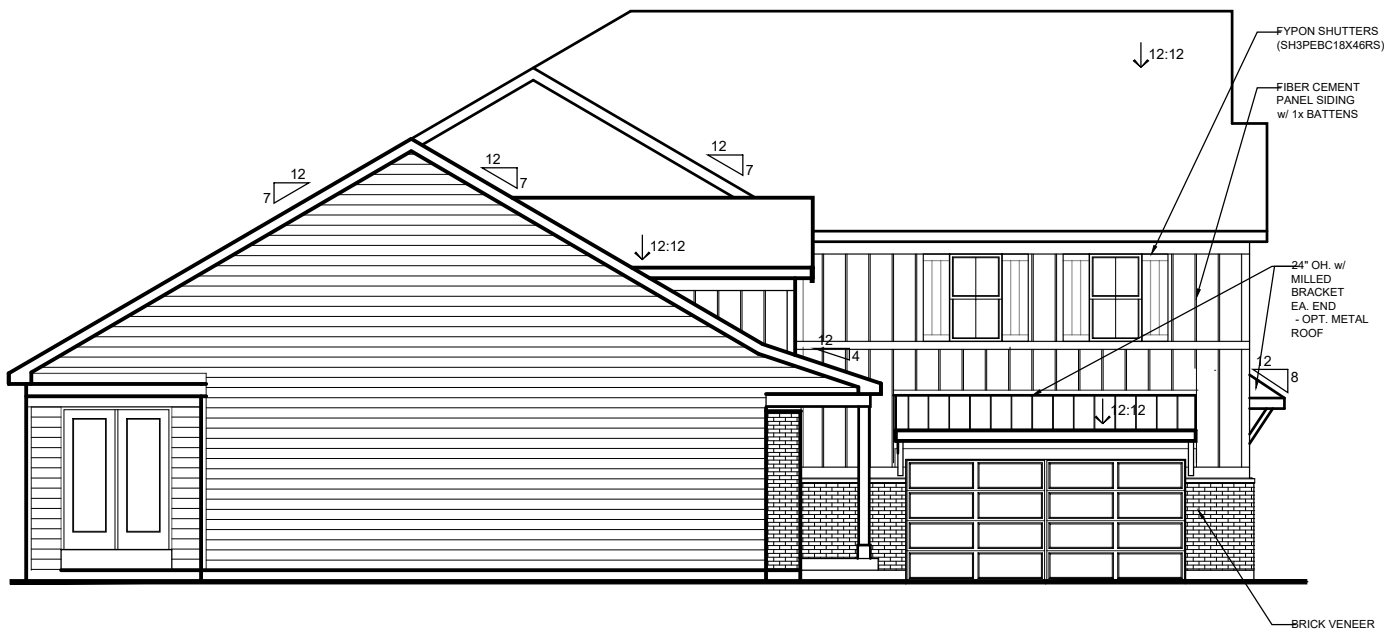
MARGOT

49-750

MASTERPIECE COLLECTION



FRONT ELEVATION



LEFT SIDE (GARAGE ENTRY) ELEVATION

MODERN FARMHOUSE

w/ BRICK VENEER

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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To incorporate new and improved products, features and ideas, we reserve the right to change designs without notice

MA-2.7
02.24.2023



MITCHELL

Masterpiece Collection

welcome home.

Approximately 2711 sq ft and Up



WESTERN CRAFTSMAN

(WITH OPTIONAL STONE VENEER, WITH OPTIONAL SIDE ENTRY GARAGE, & OPTIONAL. WOOD TRELLIS WING WALL)

designed by: 



CAMBRIDGE COTTAGE

(WITH OPTIONAL STONE VENEER)

designed by: 



AMERICAN CLASSIC

(WITH STONE VENEER & WITH OPTIONAL
THREE-CAR INTEGRATED FRONT ENTRY
GARAGE)

designed by: 



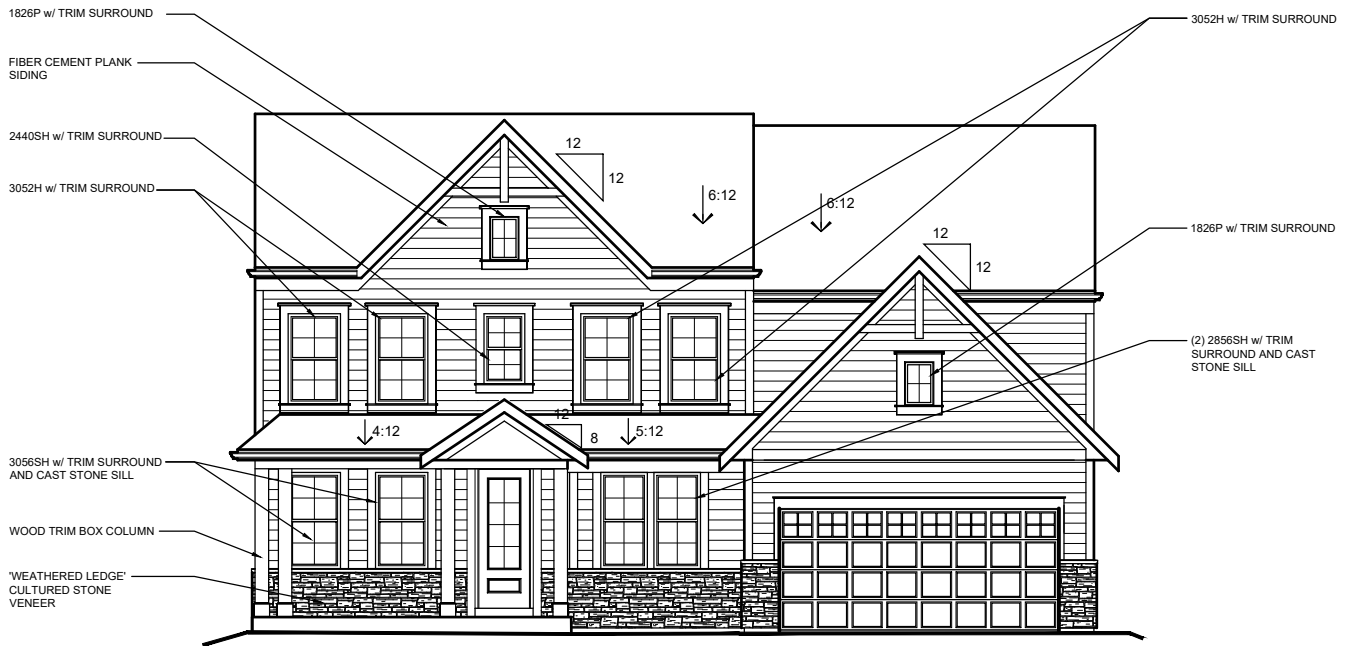
COASTAL CLASSIC

(WITH OPTIONAL THREE-CAR
INTEGRATED FRONT ENTRY GARAGE)

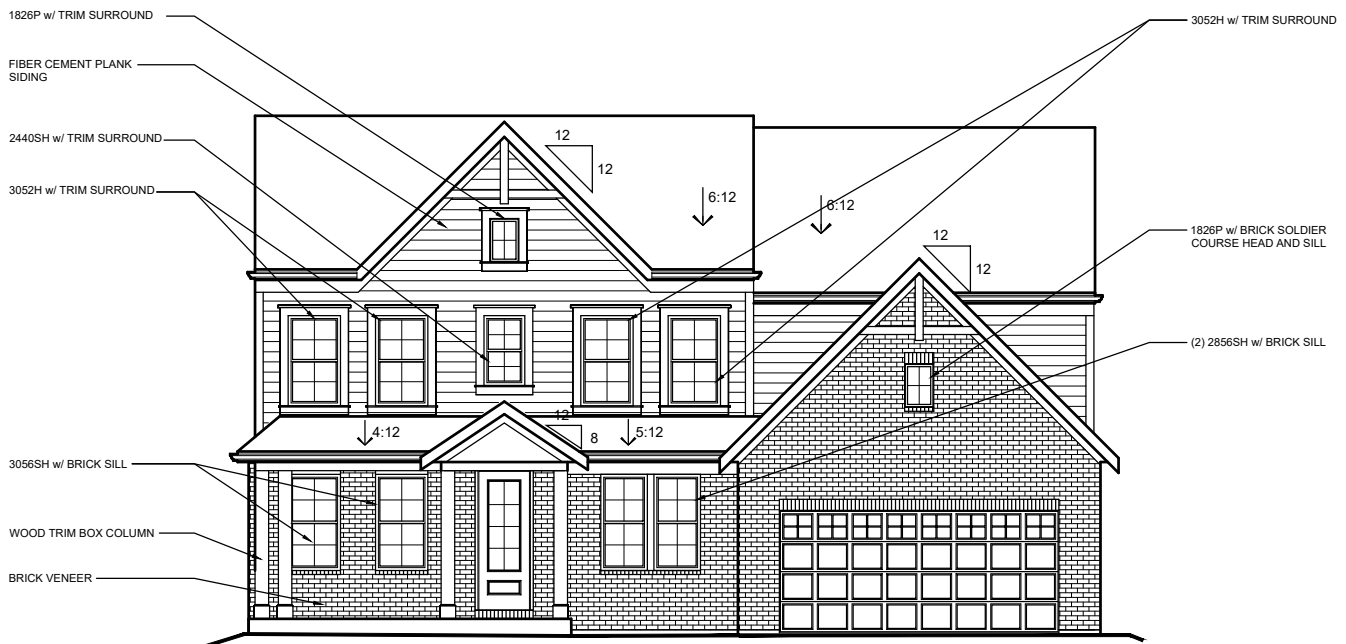
designed by: 

Images & Options Available at [fischerhomes.com](https://www.fischerhomes.com)

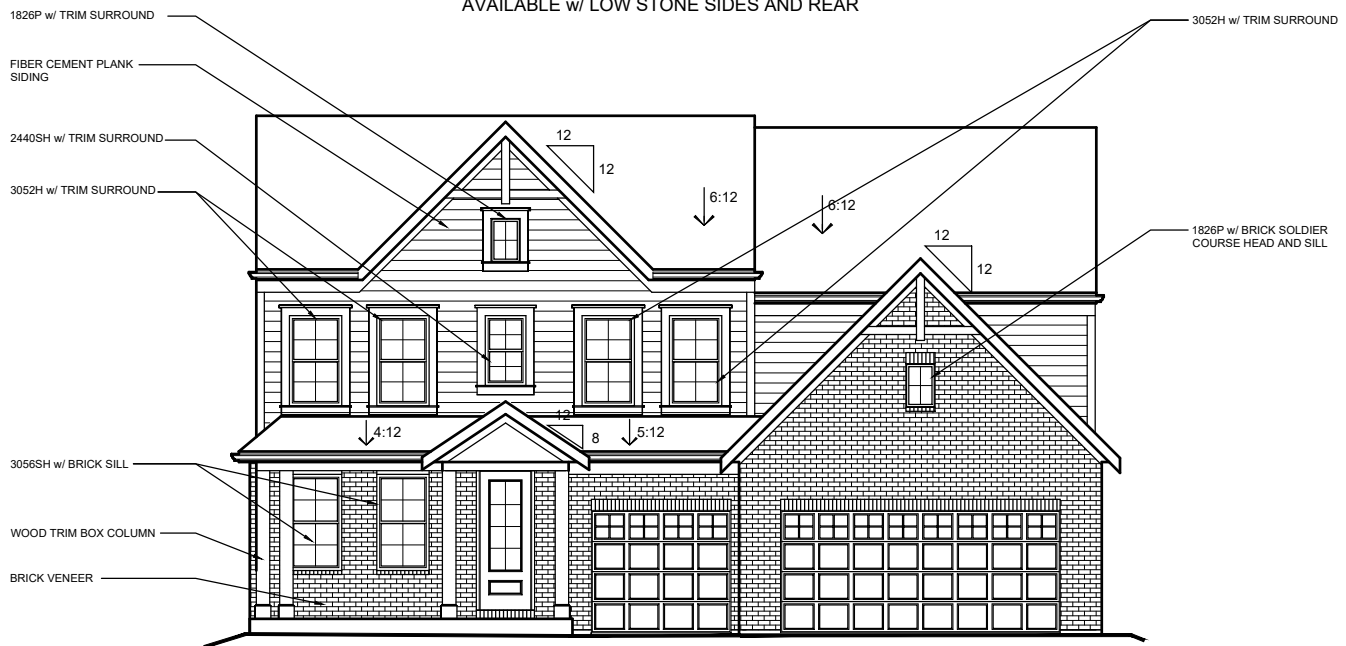
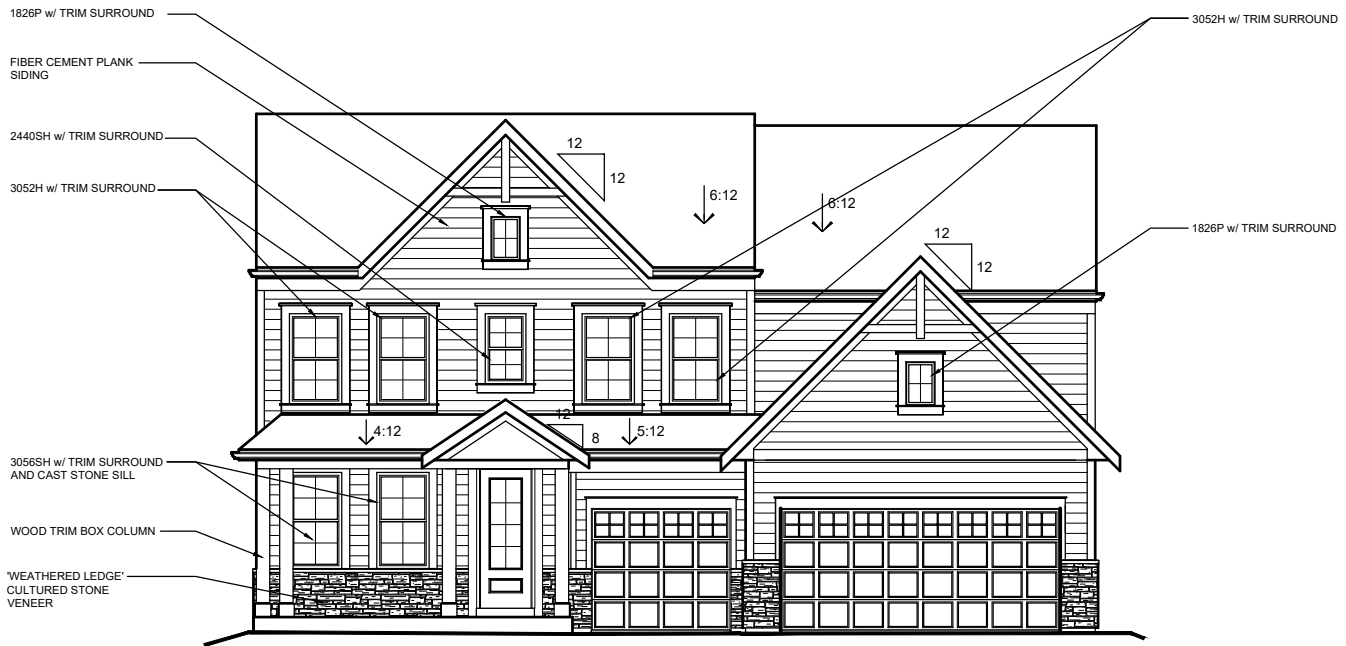
Our Plans Include You

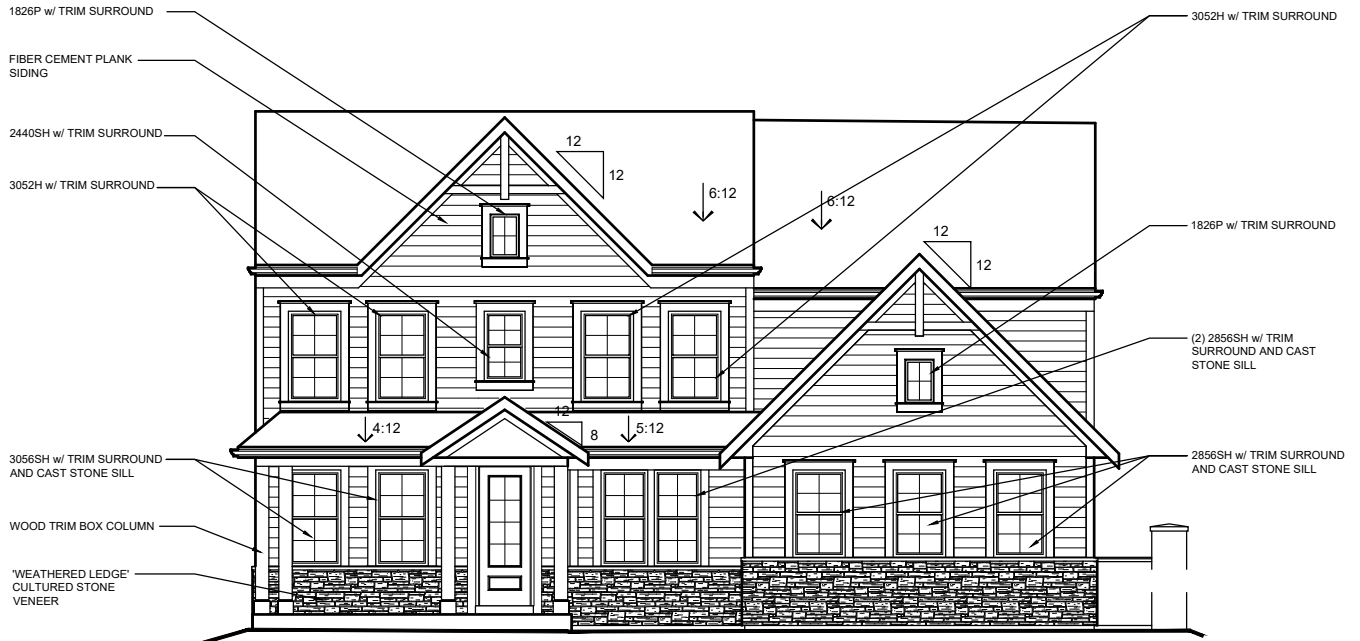


FRONT ENTRY w/ OPTIONAL CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

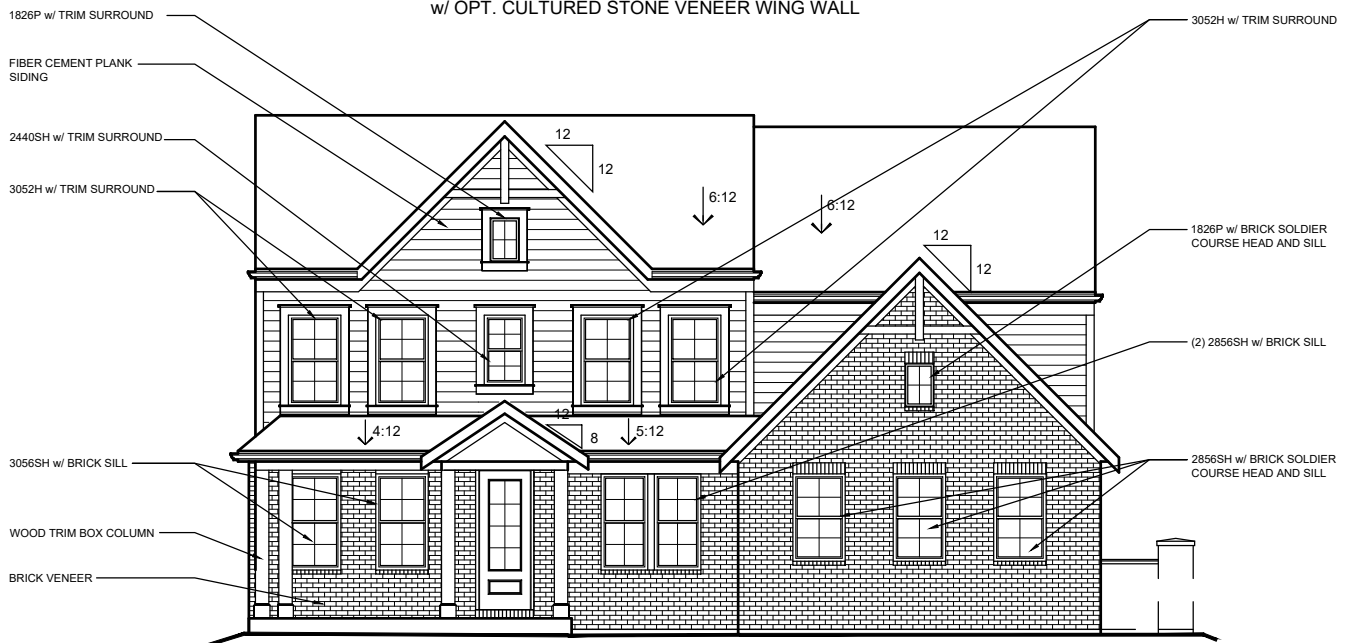


FRONT ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



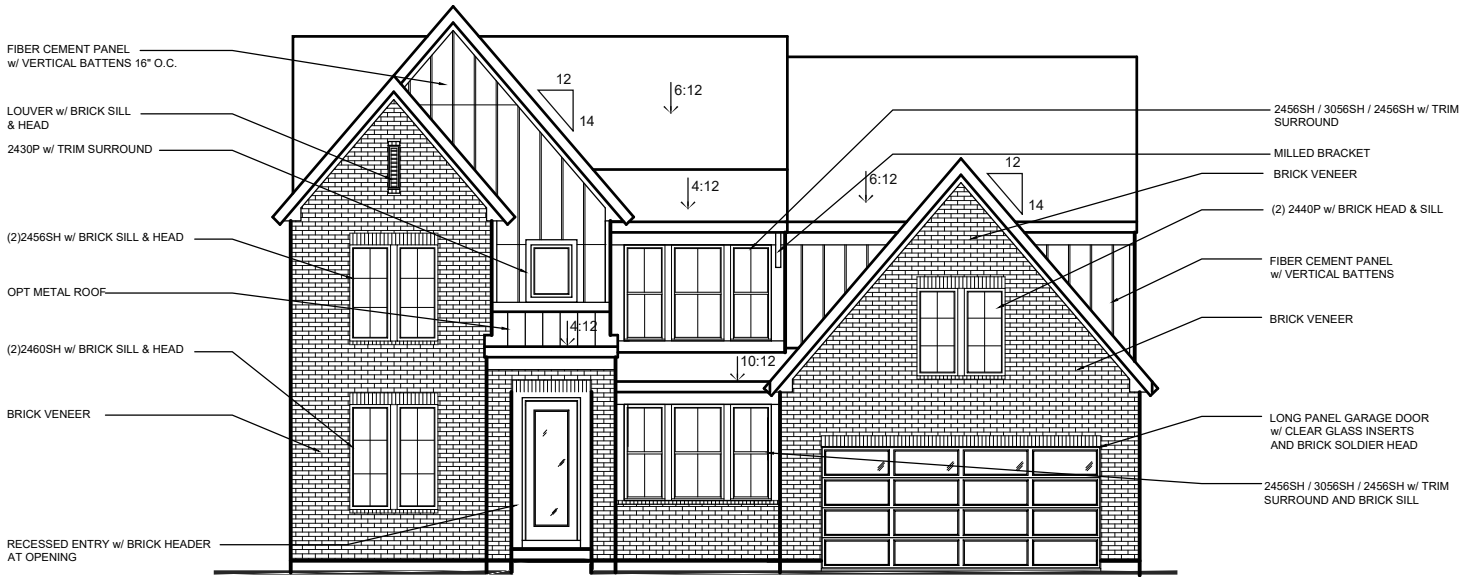


SIDE ENTRY w/ OPTIONAL CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR
w/ OPT. CULTURED STONE VENEER WING WALL

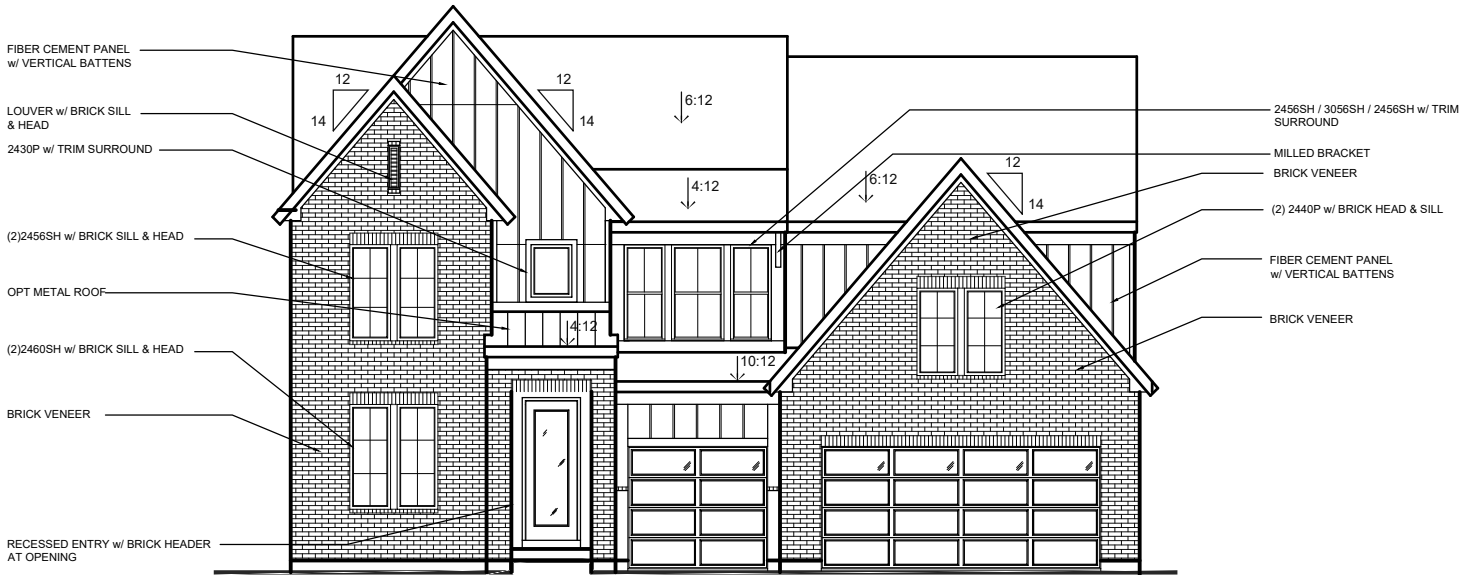


SIDE ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR
w/ OPT. BRICK VENEER WING WALL

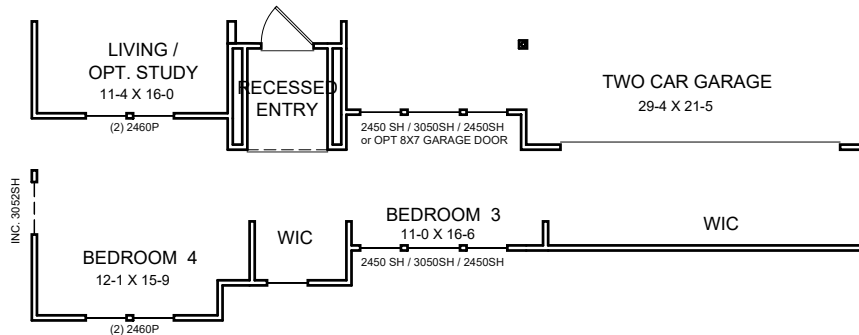
MODERN EUROPEAN w/ BRICK EXTERIOR DESIGN



FRONT ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



FRONT ENTRY w/ 3RD CAR FRONT GARAGE
w/ BRICK VENEER (AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



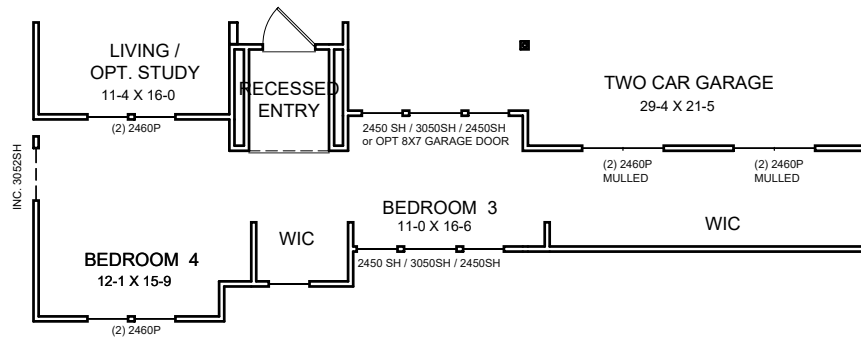
FIRST FLOOR
(ADDS 46 NET SF)

SECOND FLOOR
(ADDS 144 NET SF)

MODERN EUROPEAN w/ BRICK EXTERIOR DESIGN



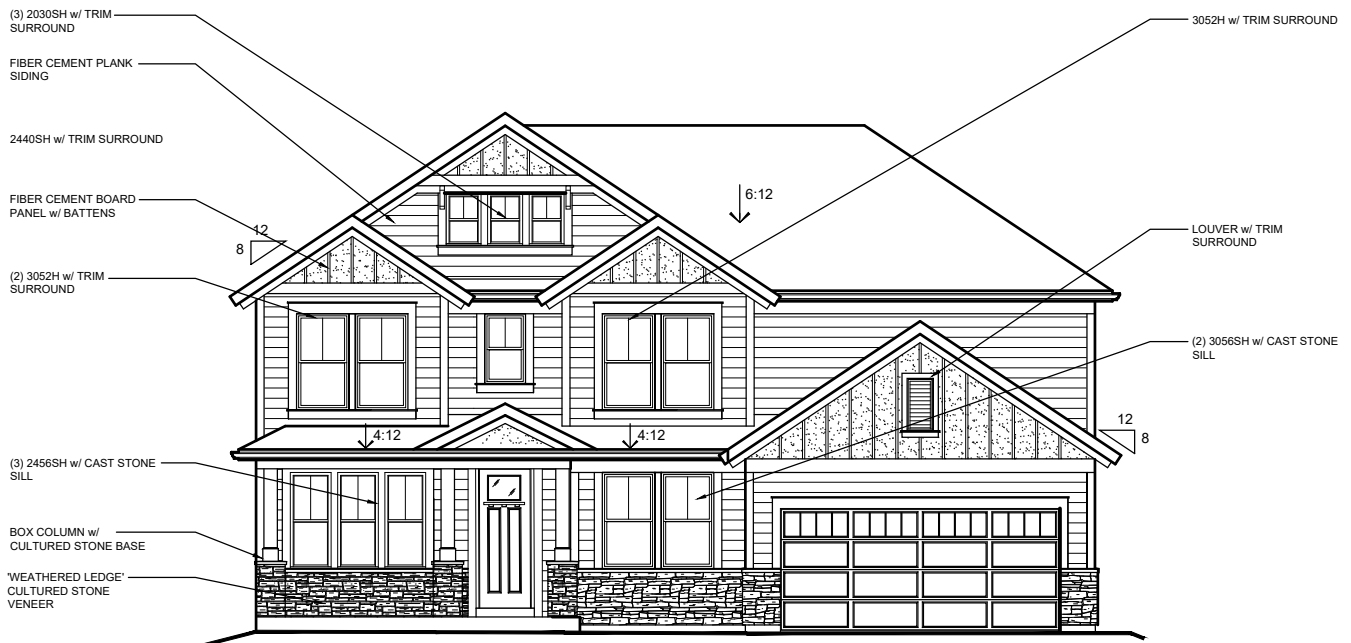
SIDE ENTRY w/ BRICK VENEER
w/ OPT. WING WALL w/ BRICK BASE
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



SECOND FLOOR
(ADDS 144 NET SF)



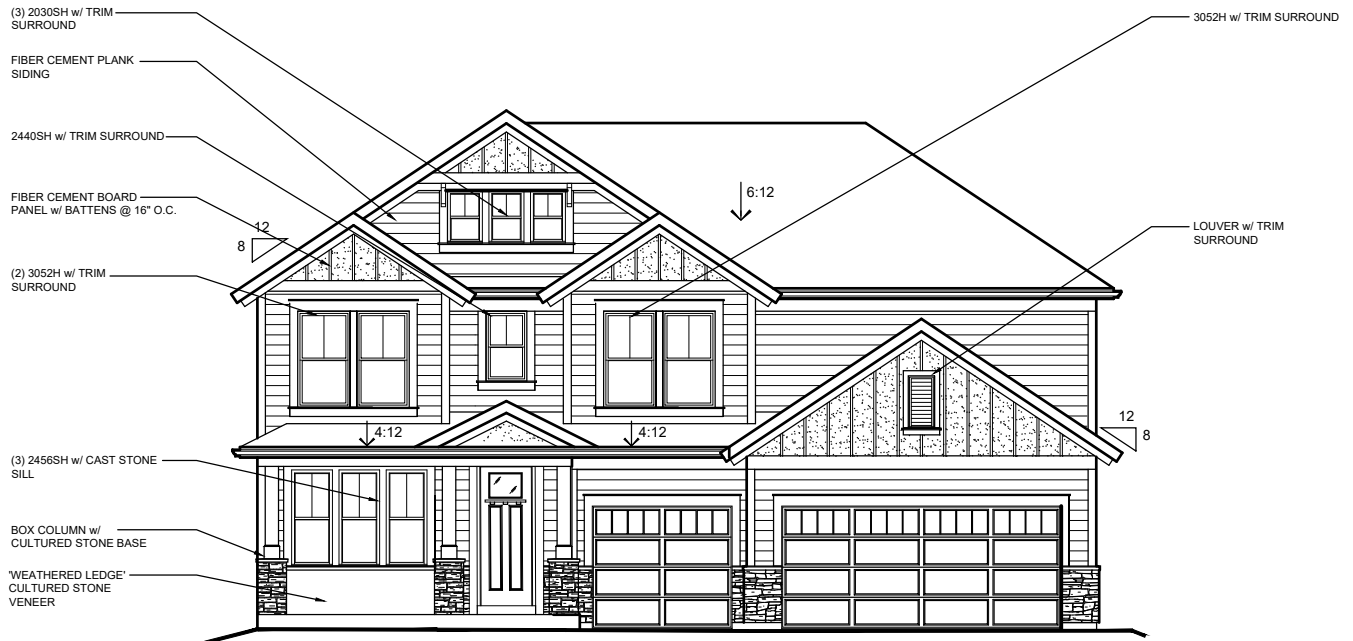
FRONT ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



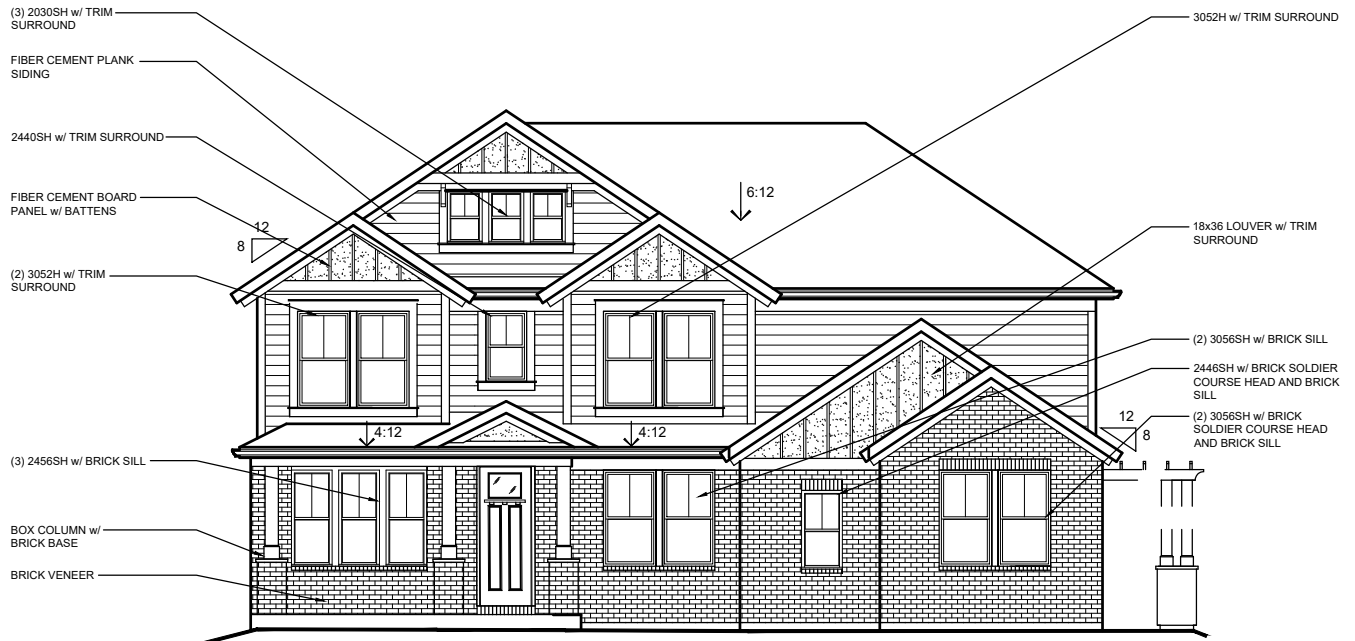
FRONT ENTRY w/ OPTIONAL CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR



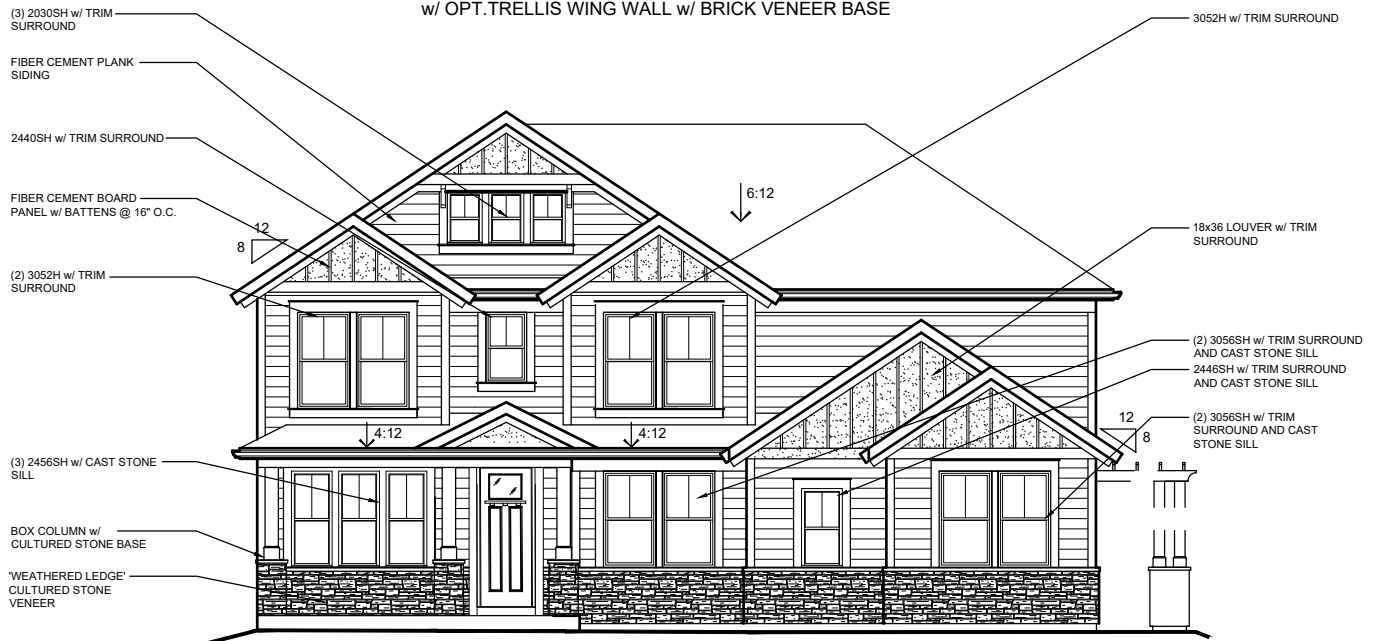
THREE-CAR FRONT ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES



THREE-CAR FRONT ENTRY w/ OPTIONAL CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

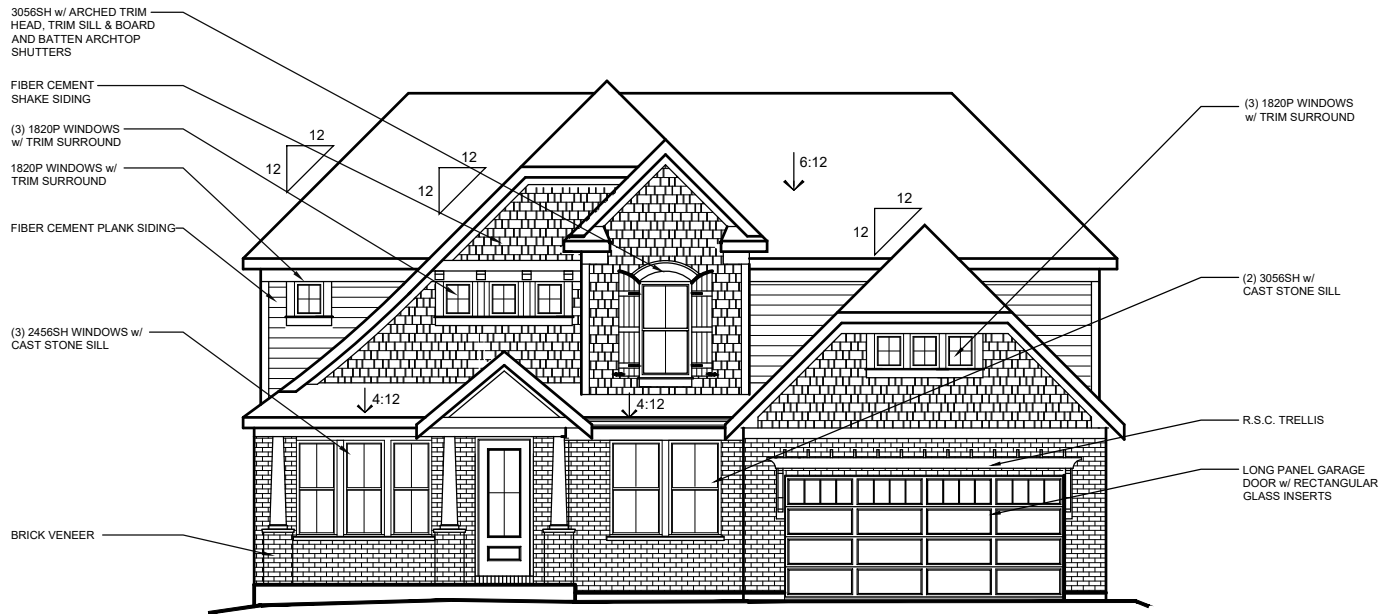


SIDE ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR
w/ OPT. TRELLIS WING WALL w/ BRICK VENEER BASE

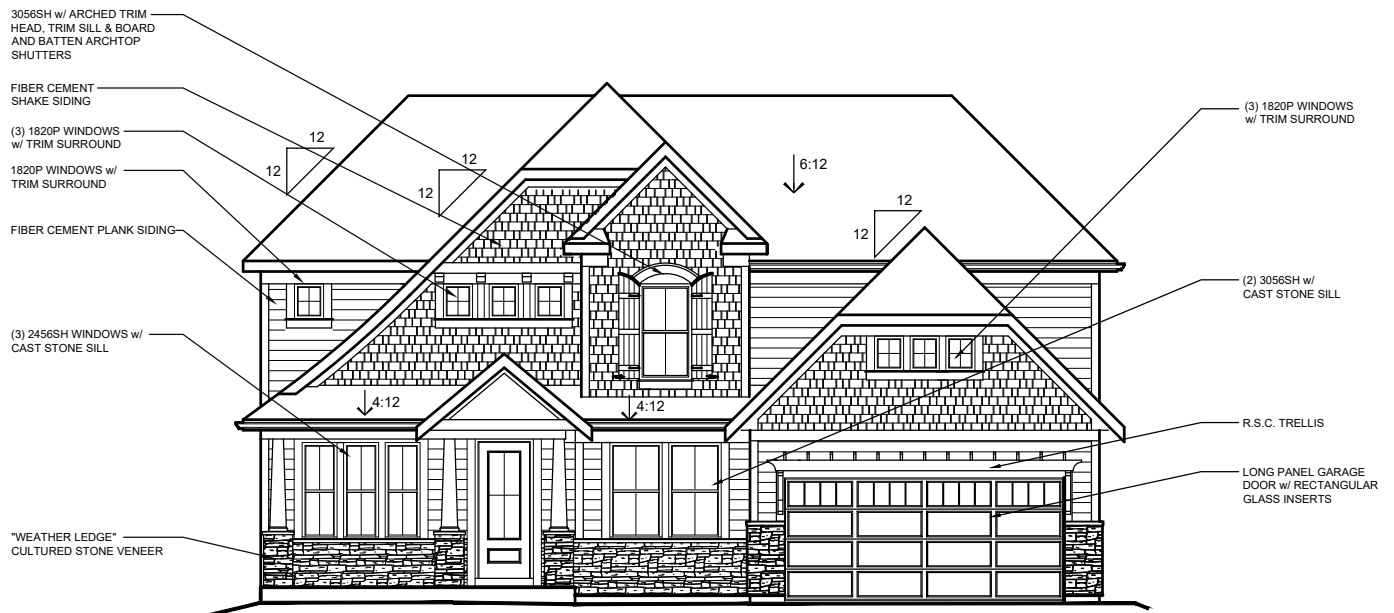


SIDE ENTRY w/ OPTIONAL CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR
w/ OPTIONAL TRELLIS WING WALL w/ STONE VENEER BASE

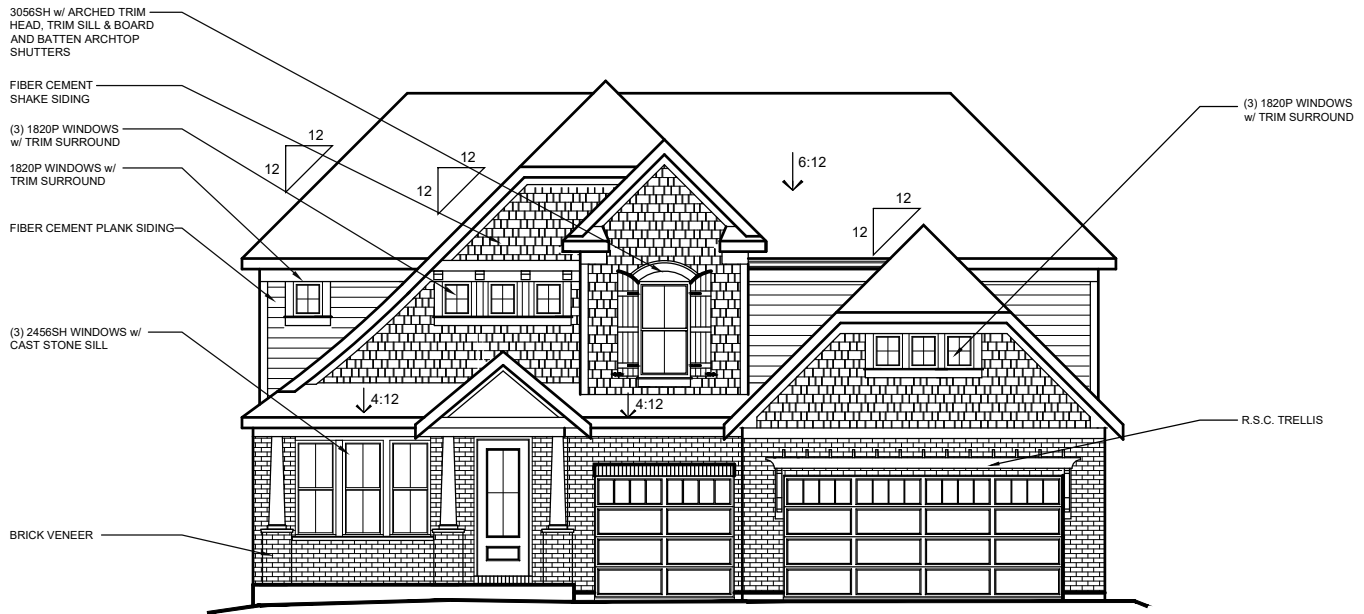
COASTAL CLASSIC EXTERIOR DESIGN



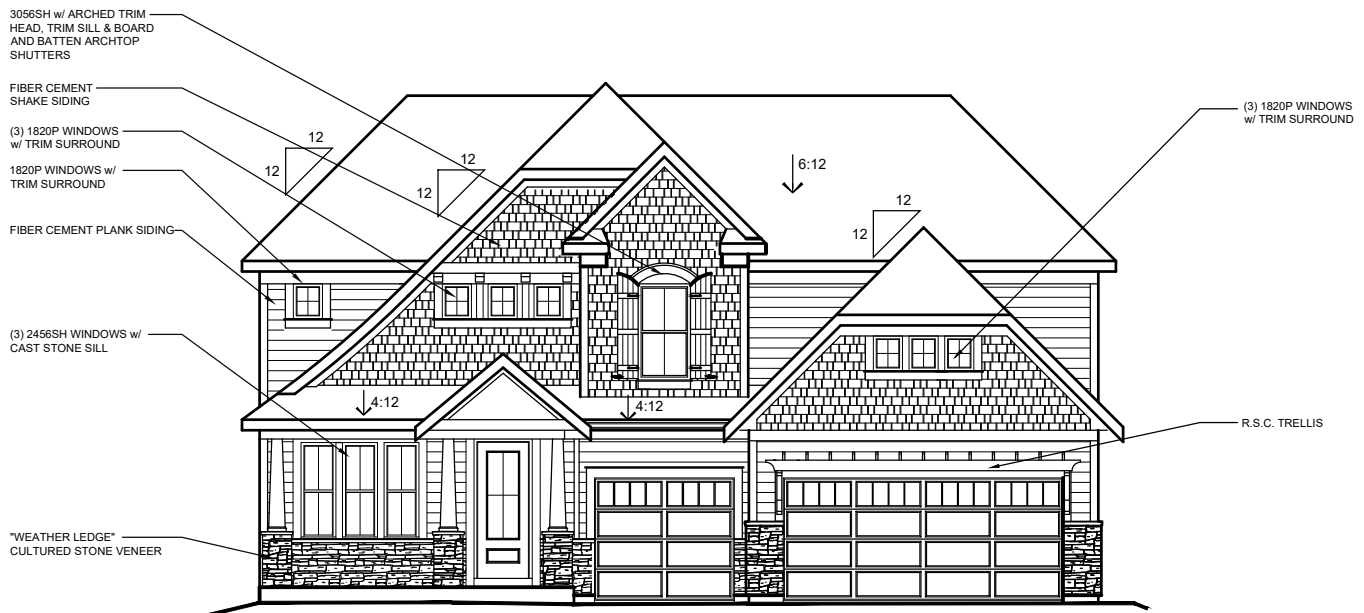
FRONT ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES



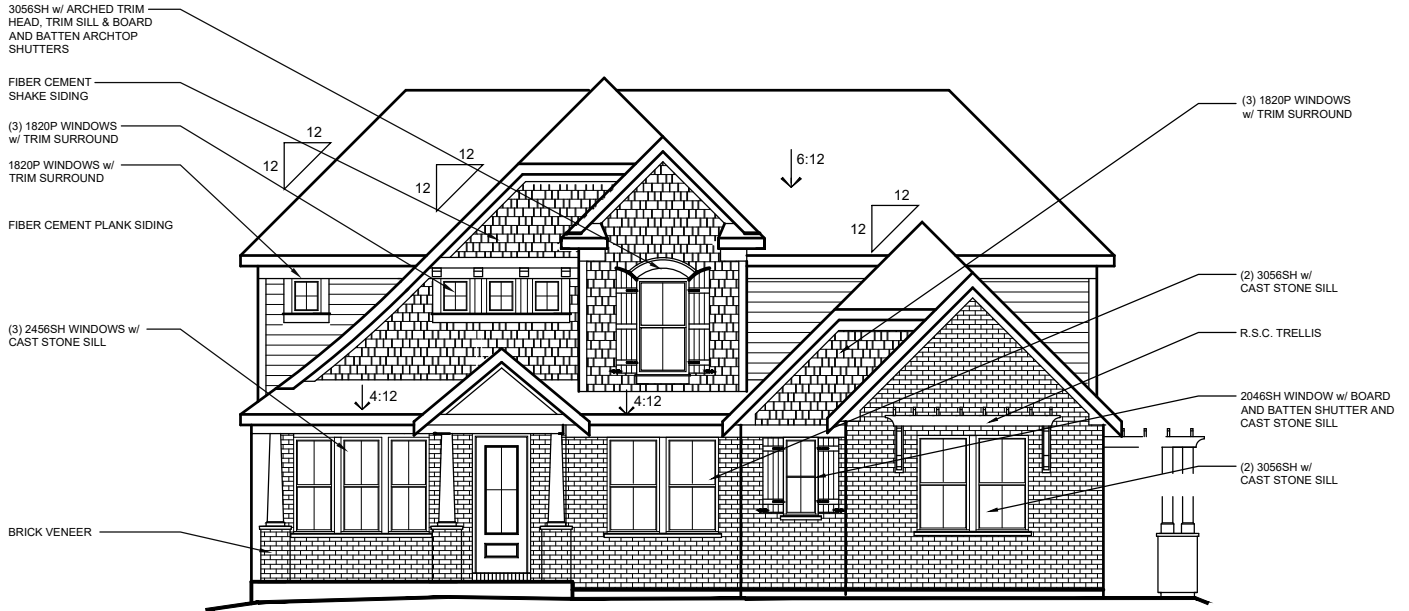
FRONT ENTRY w/ OPT. CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES



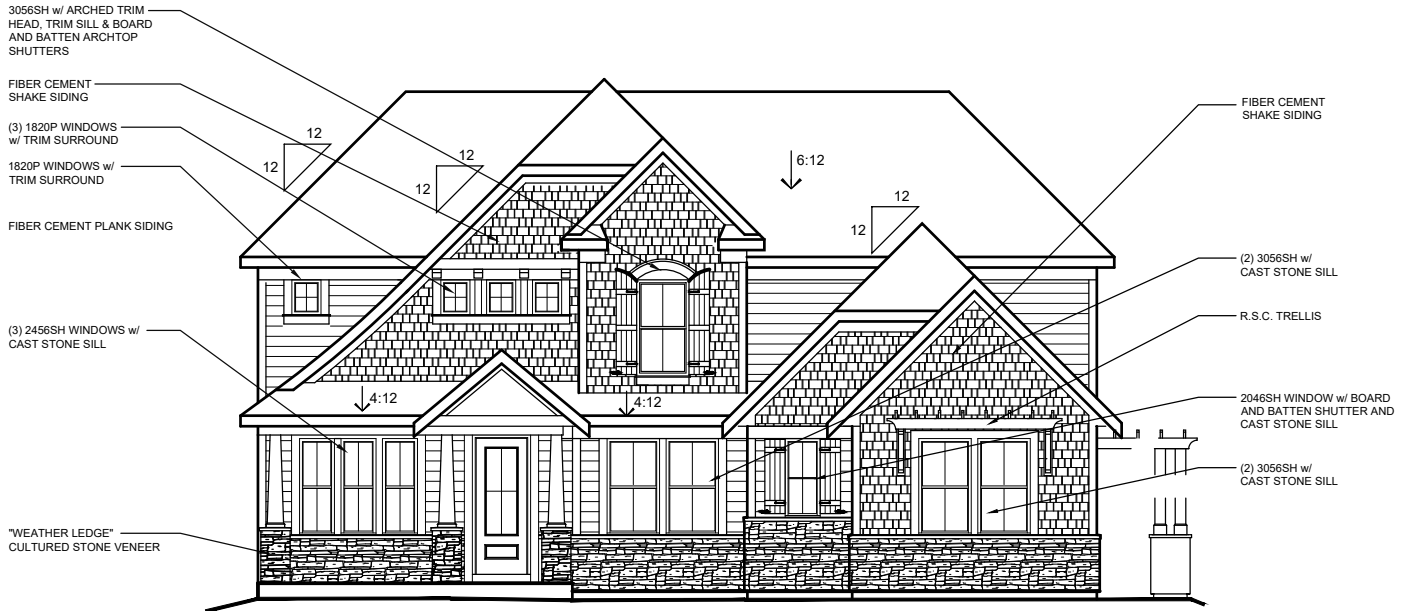
THREE-CAR INTEGRATED FRONT ENTRY GARAGE w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES



THREE-CAR INTEGRATED FRONT ENTRY GARAGE
w/ CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES



SIDE ENTRY w/ BRICK VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES
(w/ OPT. WOOD TRELLIS WING WALL w/ CULTURED STONE VENEER BASE)



SIDE ENTRY OPT. CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES
(w/ OPT. WOOD TRELLIS WING WALL w/
CULTURED STONE VENEER BASE)



PAXTON

Masterpiece Collection

welcome home.

Approximately 4069 sq ft and Up



ENGLISH ELEGANCE

designed by: *FH*



AMERICAN CLASSIC
(WITH OPTIONAL PORCH)

designed by: *FH*



COASTAL CLASSIC

designed by: *FH*



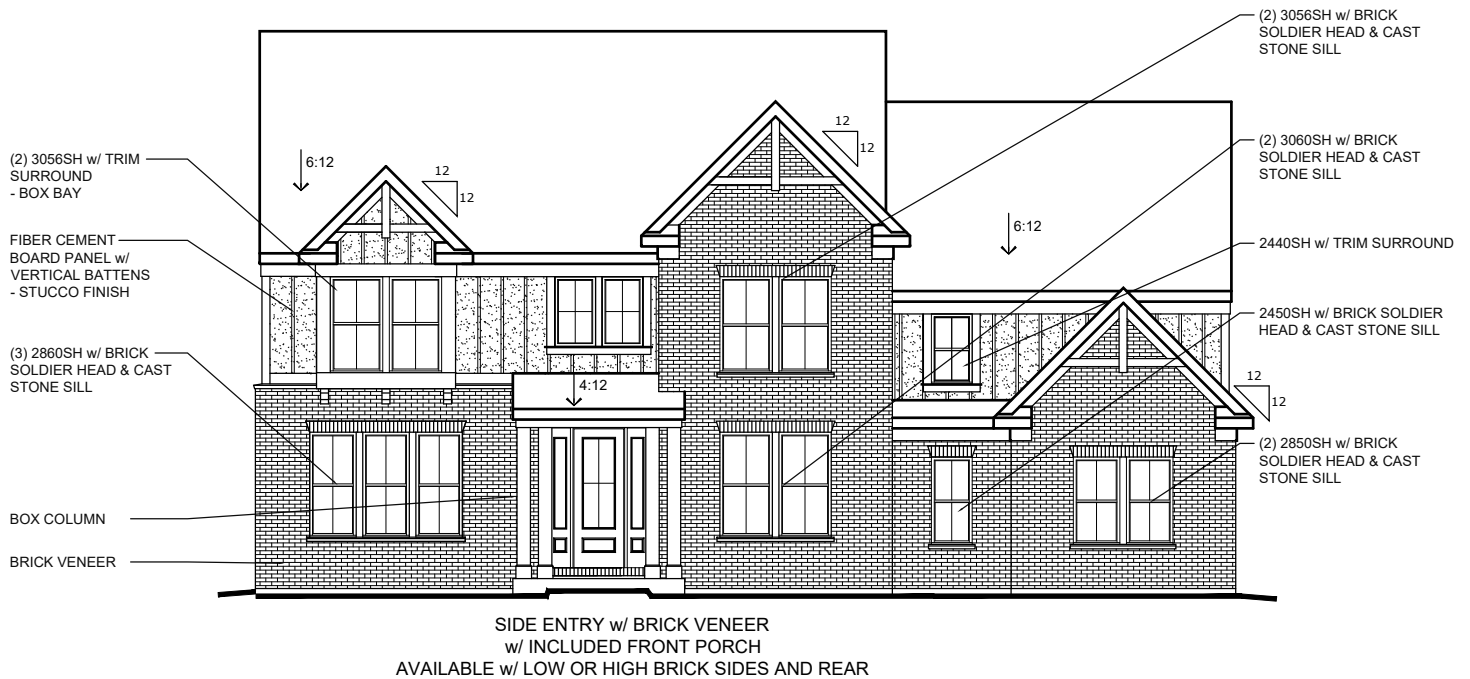
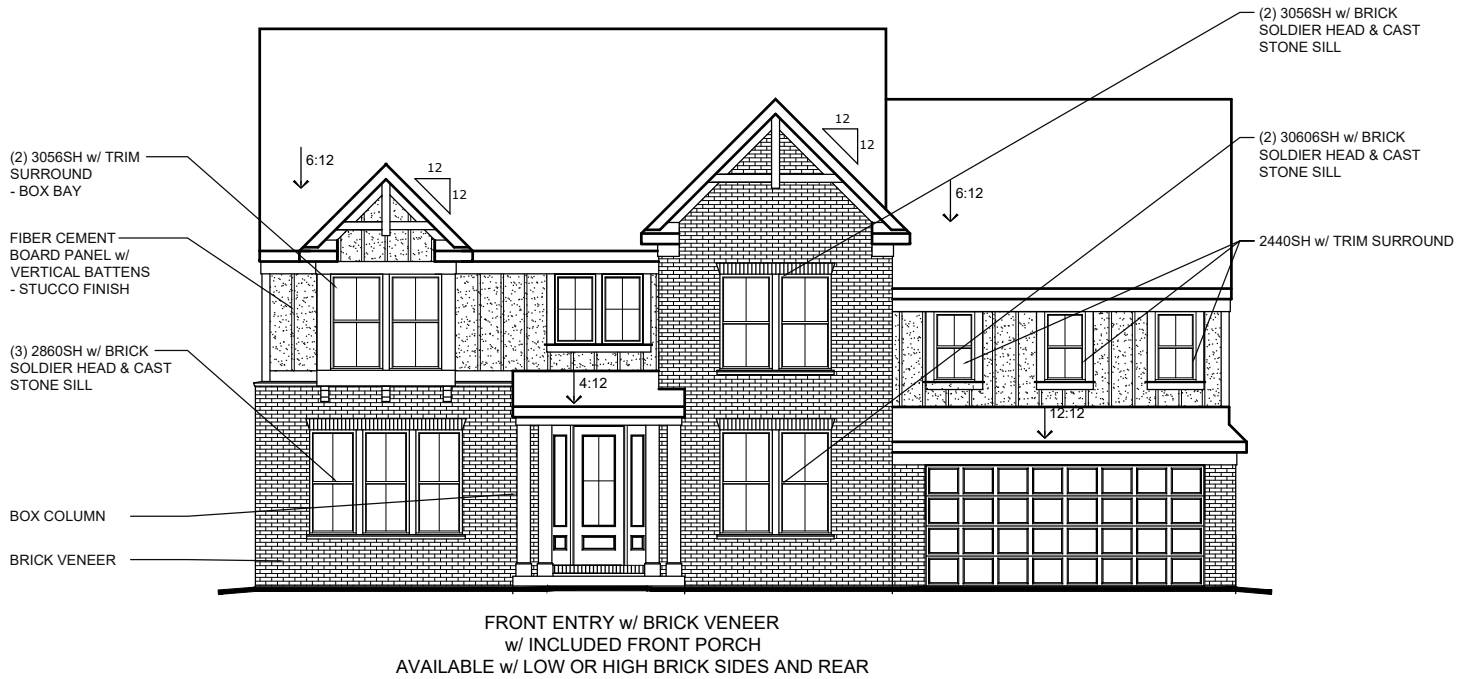
FRENCH MANOR

designed by: *FH*

Images & Options Available at fischerhomes.com

Our Plans Include You

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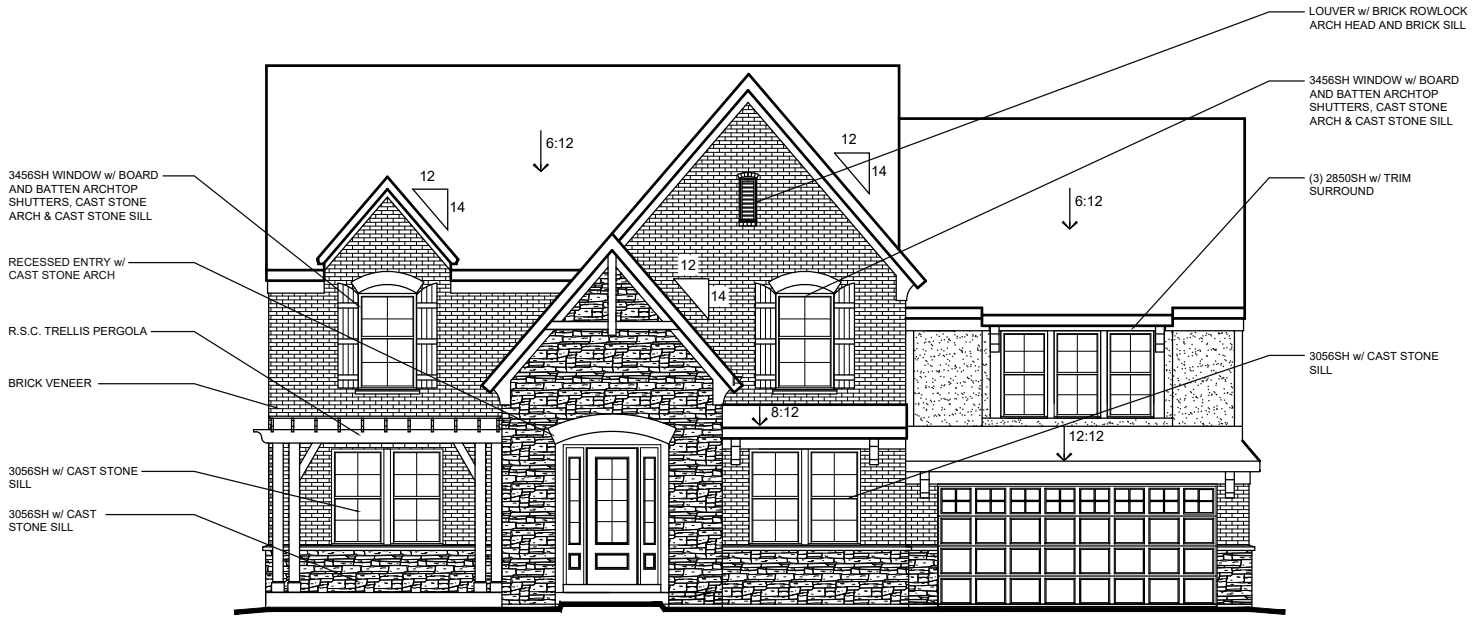


FRONT ENTRY w/ BRICK VENEER
w/ OPT. EXTENDED FRONT PORCH
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR

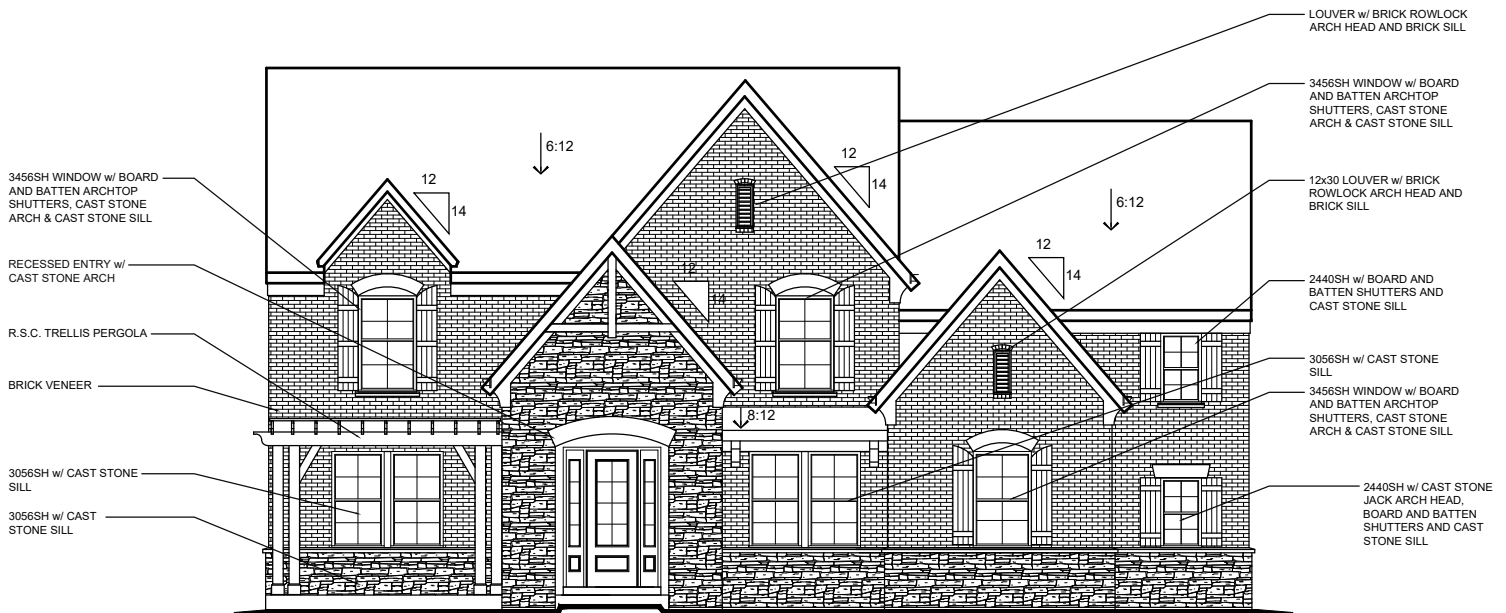


SIDE ENTRY w/ BRICK VENEER
w/ OPT. EXTENDED FRONT PORCH
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR

ENGLISH ELEGANCE EXTERIOR DESIGN



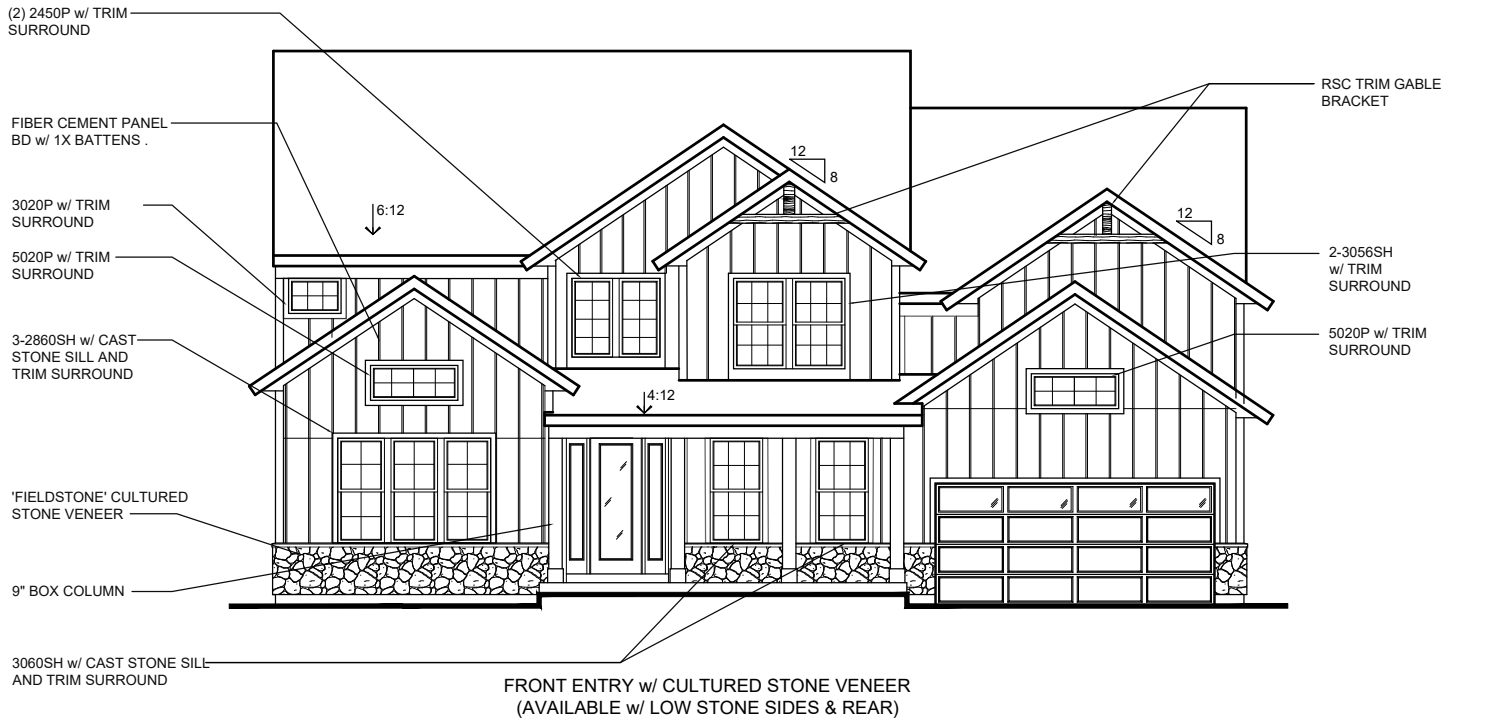
FRONT ENTRY w/ BRICK AND STONE VENEER
w/ INCLUDED COVERED ENTRY
AND INCLUDED PERGOLA
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



SIDE ENTRY w/ BRICK AND STONE VENEER
w/ INCLUDED COVERED ENTRY
AND INCLUDED PERGOLA
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR

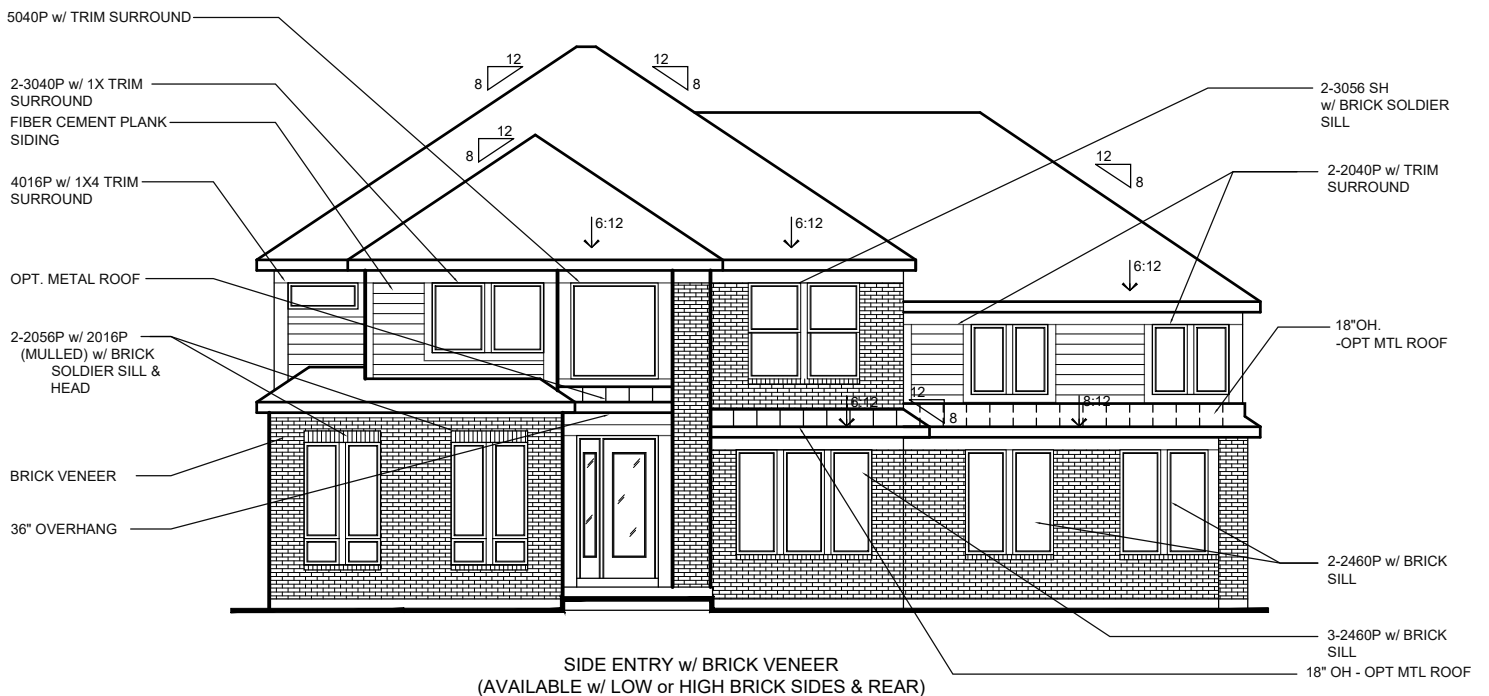
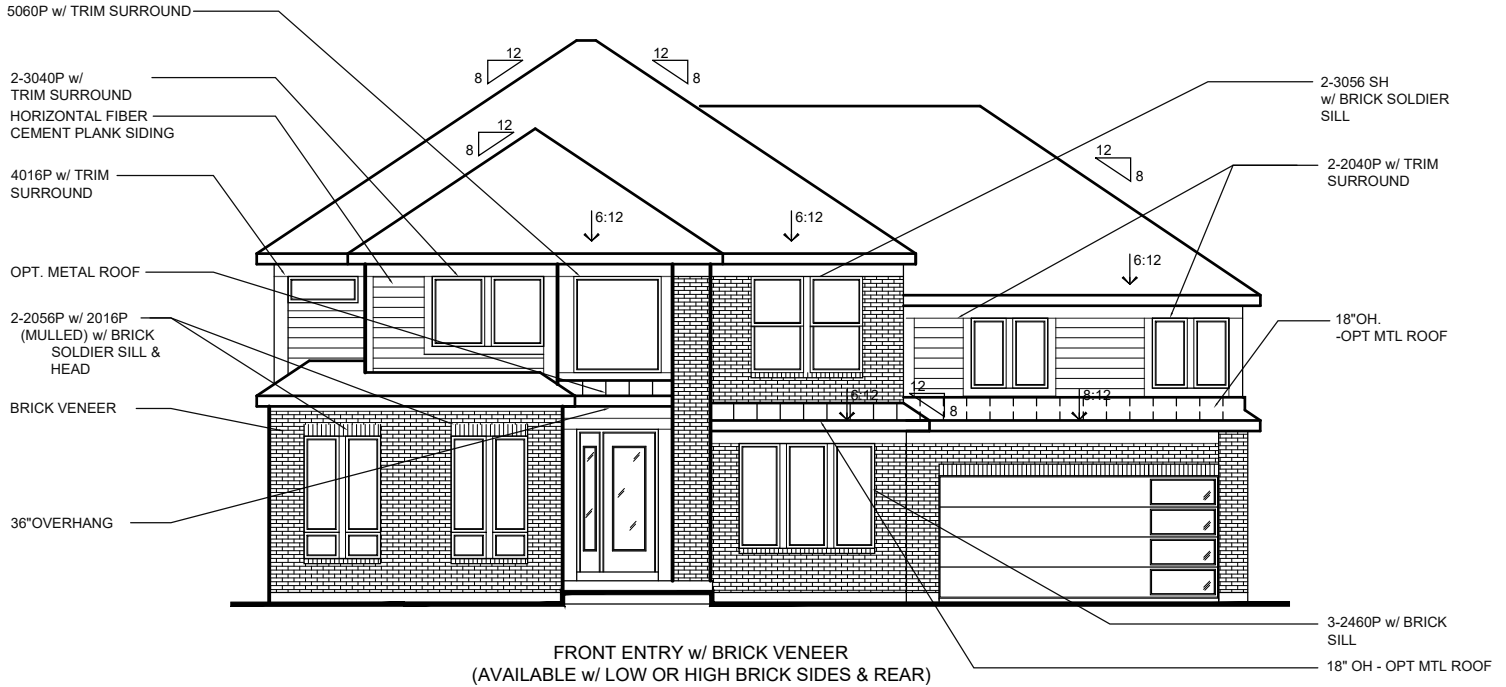
MODERN RETREAT EXTERIOR DESIGN

ADDS 72 TOTAL NET SQ.FT.



MODERN PRAIRIE EXTERIOR DESIGN

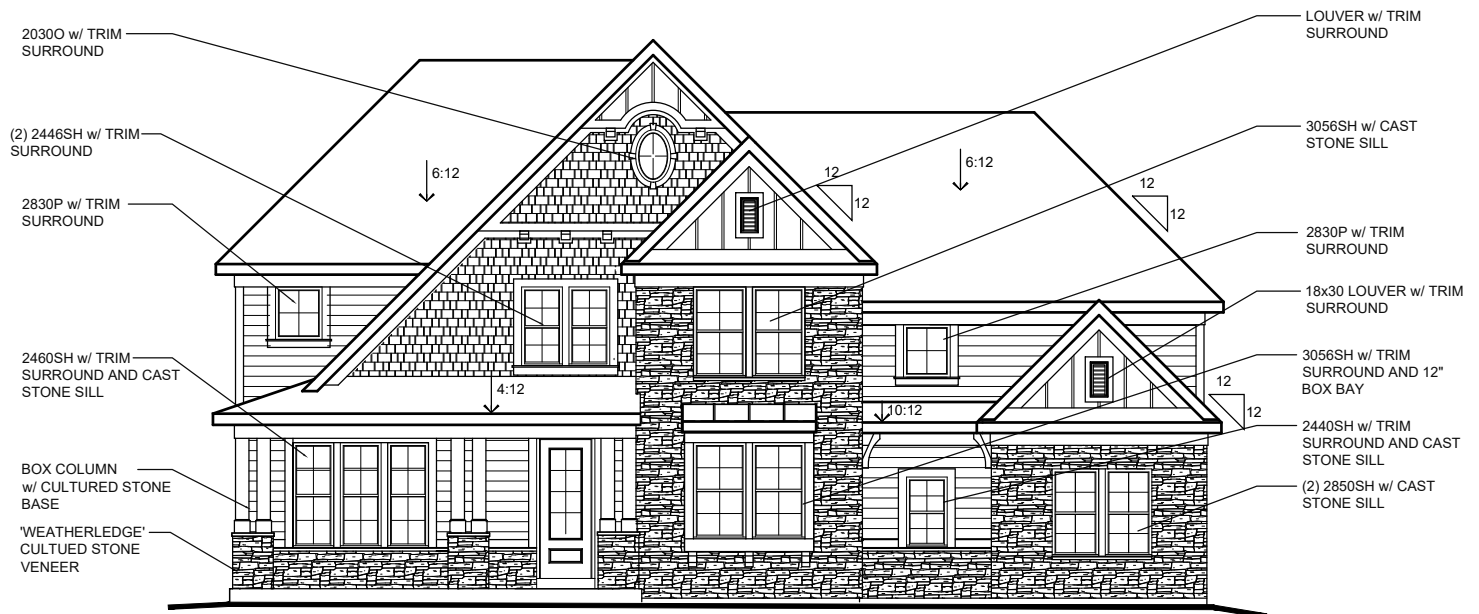
ADDS 62 TOTAL NET SQ.FT.



COASTAL CLASSIC EXTERIOR DESIGN



FRONT ENTRY w/ CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

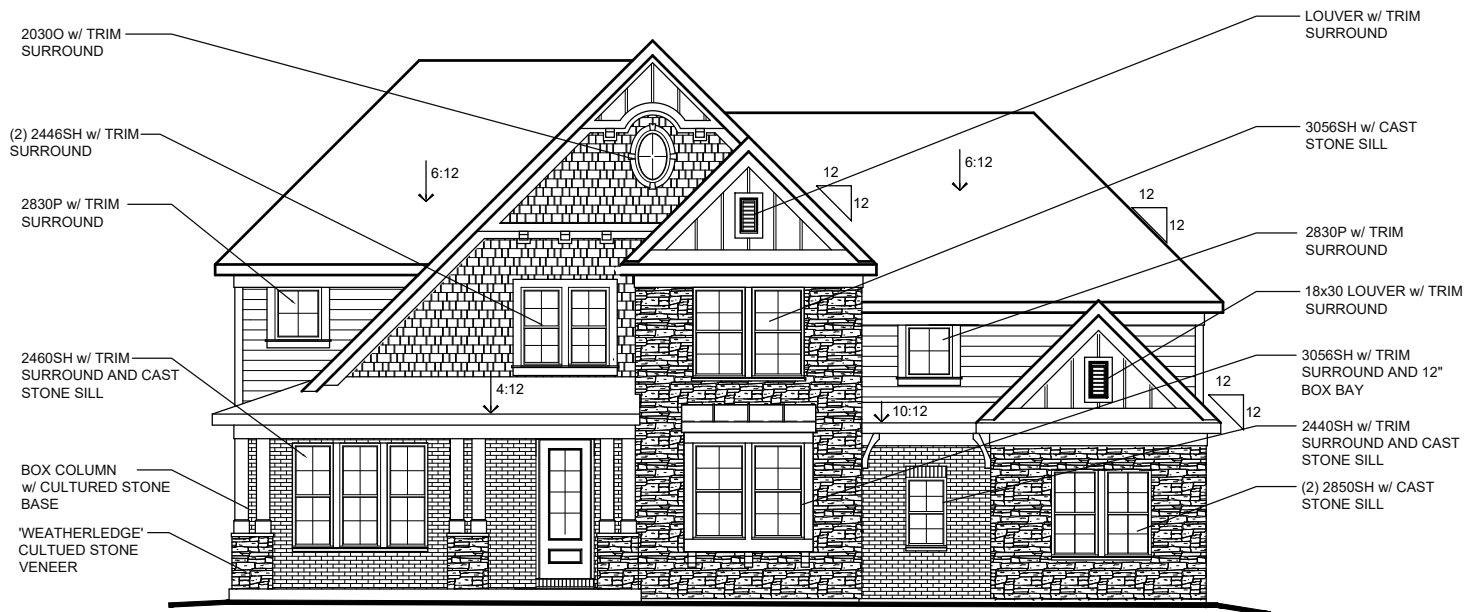


SIDE ENTRY w/ CULTURED STONE VENEER
AVAILABLE w/ LOW OR STONE SIDES AND REAR

COASTAL CLASSIC EXTERIOR DESIGN



FRONT ENTRY w/ BRICK AND CULTURED STONE VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



SIDE ENTRY w/ BRICK AND CULTURED STONE VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



THE PEARSON MASTERPIECE COLLECTION

3529+ SQFT

2 Story

4-5 Bedrooms

2.5-5.5 Baths



Photos, Options,
Virtual Tours
& More

Modern Farmhouse



American Classic



Coastal Cottage



English Elegance

VIEW FLOORPLANS ON FISCHERHOMES.COM



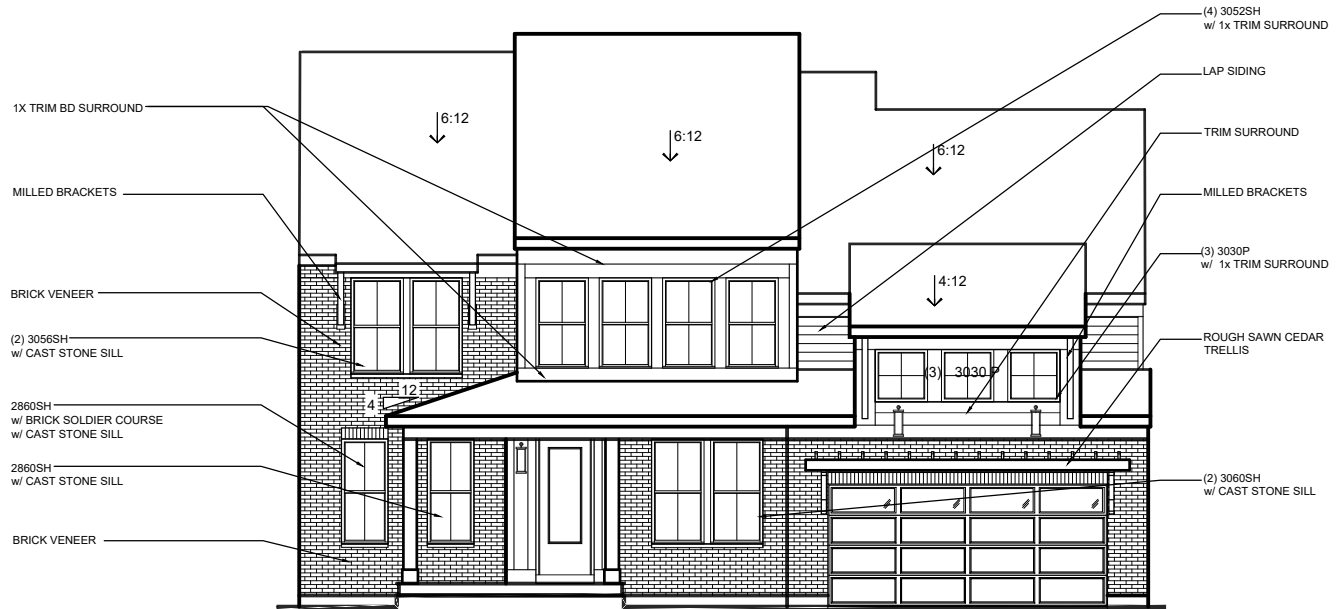
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RVSD
03/23

RHODES

49-740

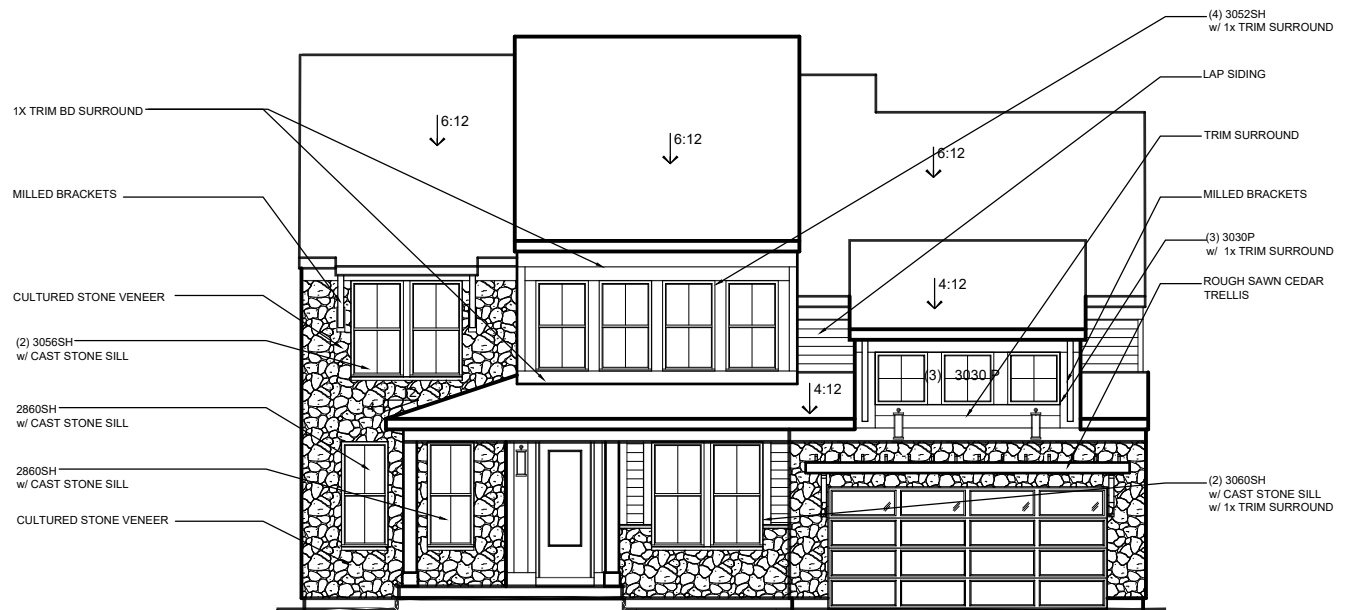
MASTERPIECE COLLECTION



MODERN RETREAT

w/ BRICK VENEER

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



MODERN RETREAT

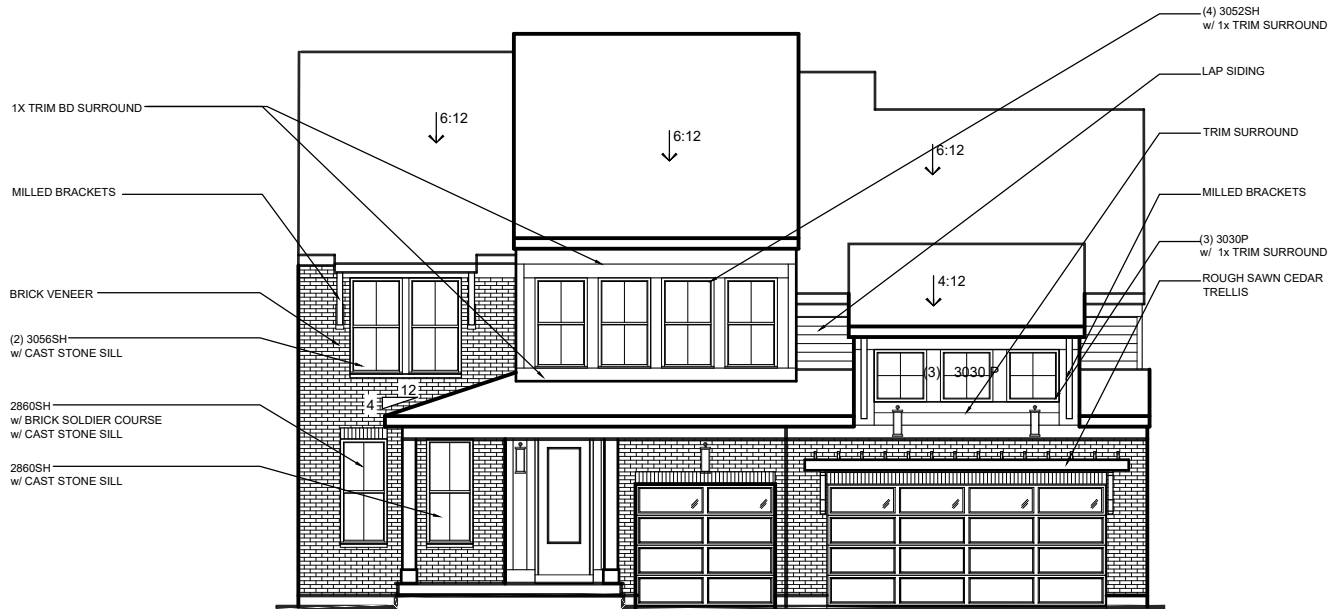
w/ CULTURED STONE VENEER

(AVAILABLE w/ LOW STONE SIDES)

RHODES

49-740

MASTERPIECE COLLECTION

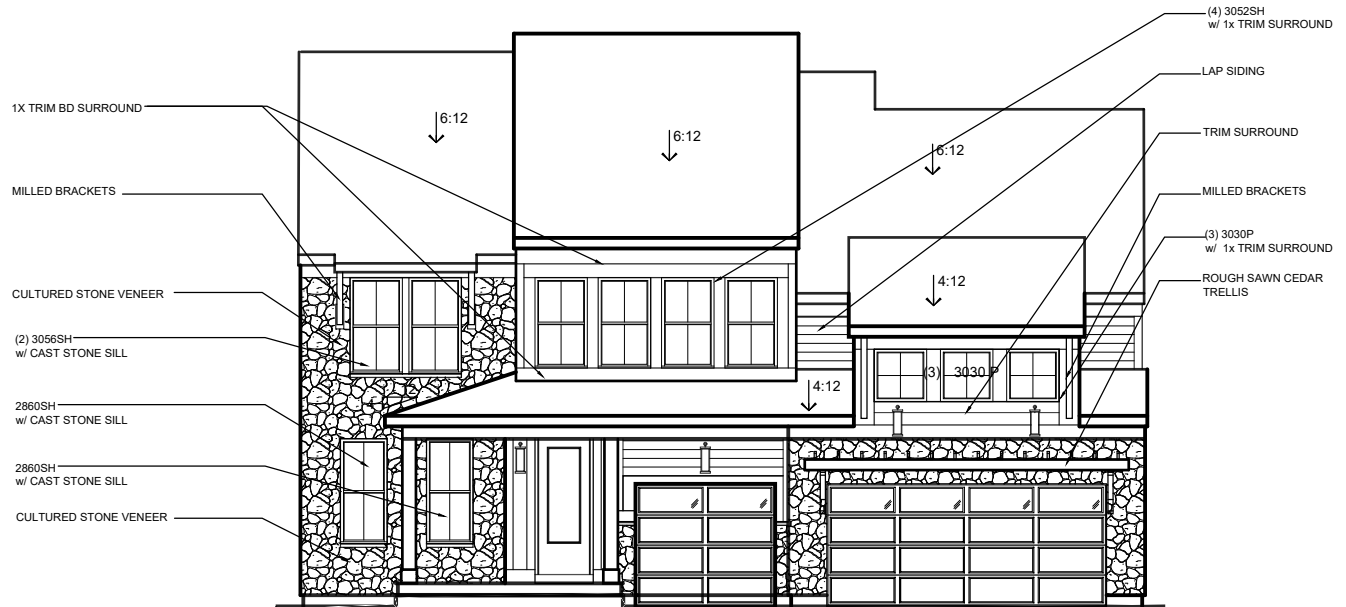


MODERN RETREAT

w/ OPT. THREE-CAR INTEGRATED GARAGE

w/ BRICK VENEER

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



MODERN RETREAT

w/ OPT. THREE-CAR INTEGRATED GARAGE

w/ CULTURED STONE VENEER

(AVAILABLE w/ LOW STONE SIDES)



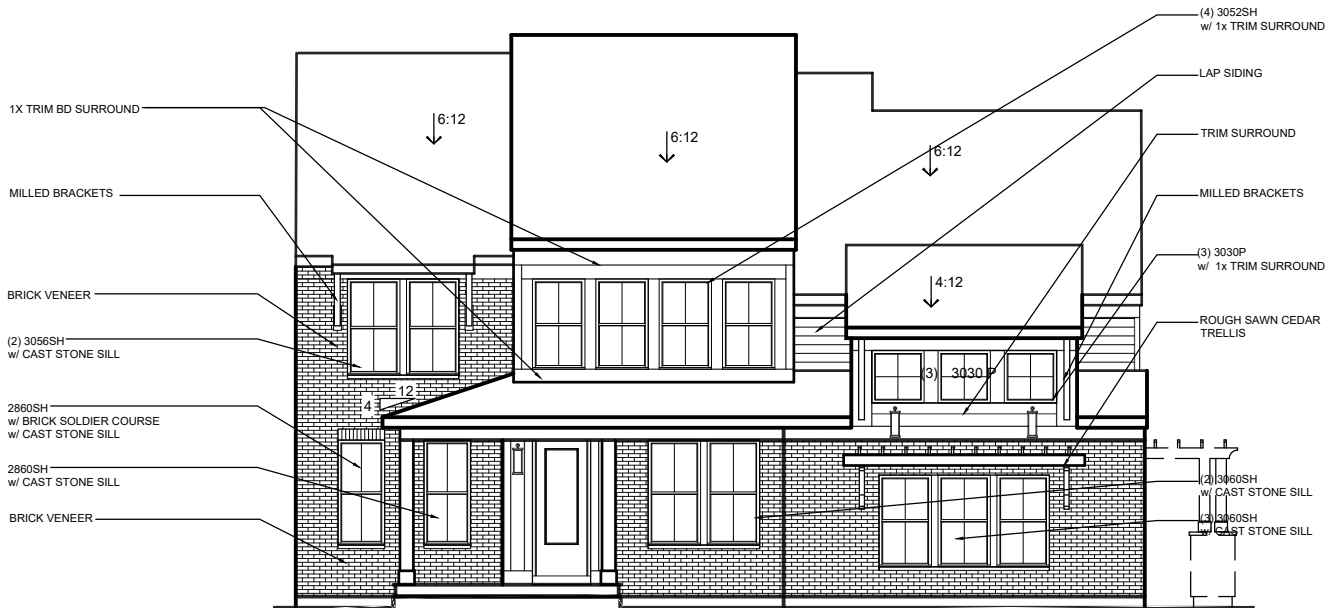
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02.24.2023

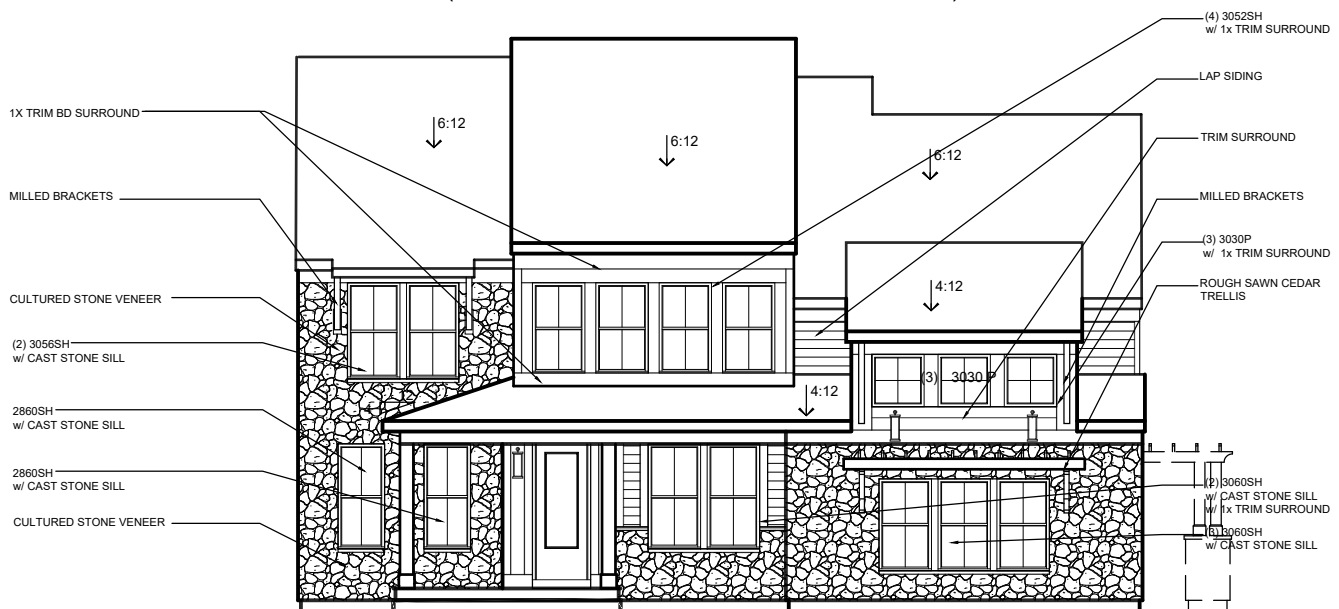
RHODES

49-740

MASTERPIECE COLLECTION



MODERN RETREAT
w/ OPT. SIDE ENTRY GARAGE
w/ BRICK VENEER
w/ OPTIONAL BRICK VENEER WING WALL
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)

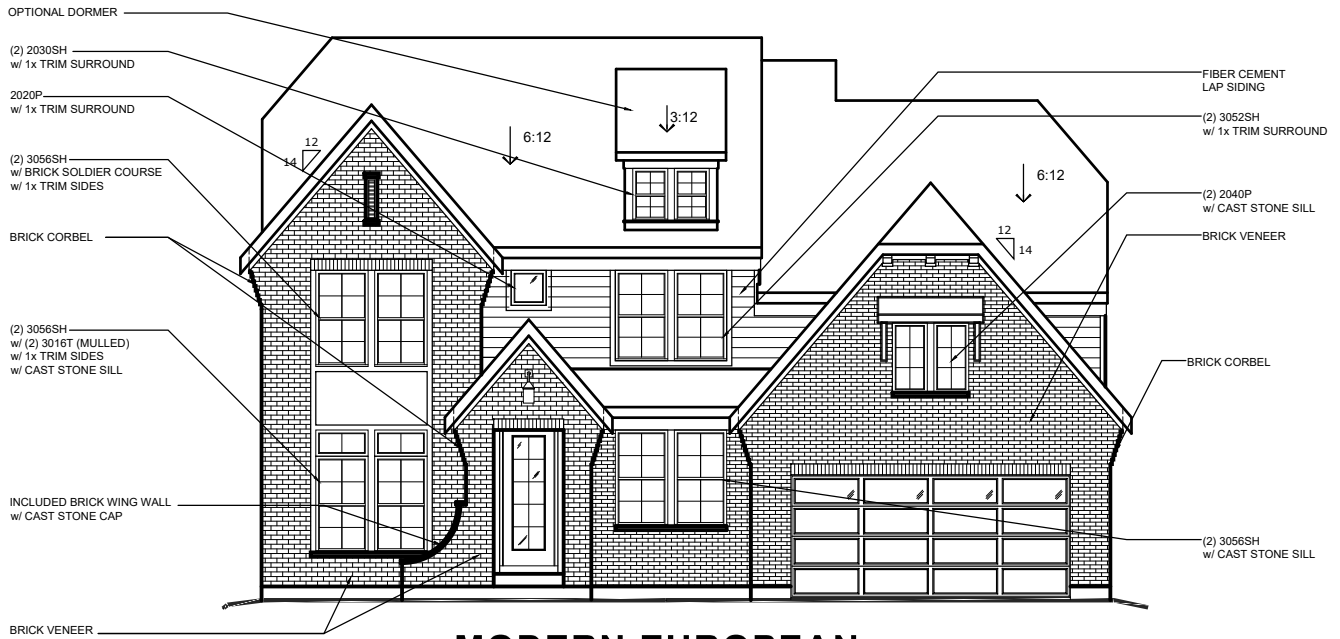


MODERN RETREAT
w/ OPT. SIDE ENTRY GARAGE
w/ CULTURED STONE VENEER
w/ OPT. STONE VENEER WING WALL
(AVAILABLE w/ LOW STONE SIDES)

RHODES

49-740

MASTERPIECE COLLECTION



MODERN EUROPEAN

w/ BRICK VENEER

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



MODERN EUROPEAN

w/ BRICK & CULTURED STONE VENEER

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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02.24.2023

RHODES

49-740

MASTERPIECE COLLECTION



MODERN EUROPEAN

w/ OPTIONAL THREE-CAR INTEGRATED GARAGE
w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



MODERN EUROPEAN

w/ OPTIONAL THREE-CAR INTEGRATED GARAGE
w/ BRICK & CULTURED STONE VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)

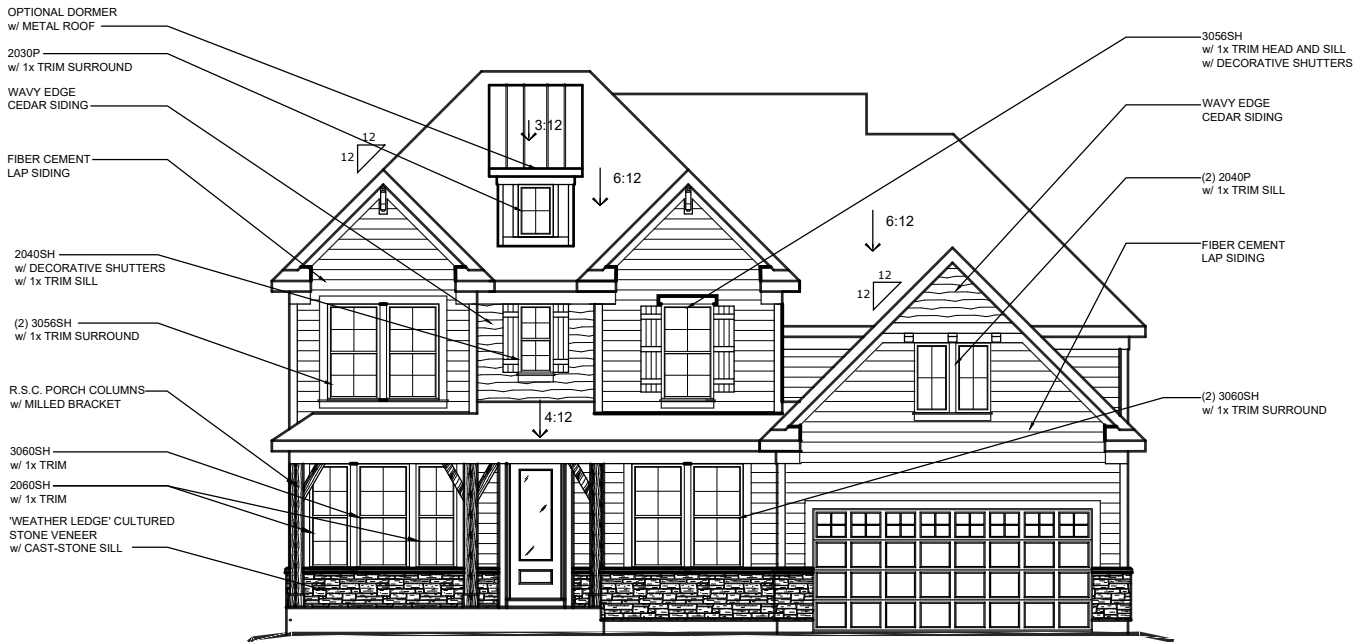
49-740
MASTERPIECE COLLECTION



RHODES

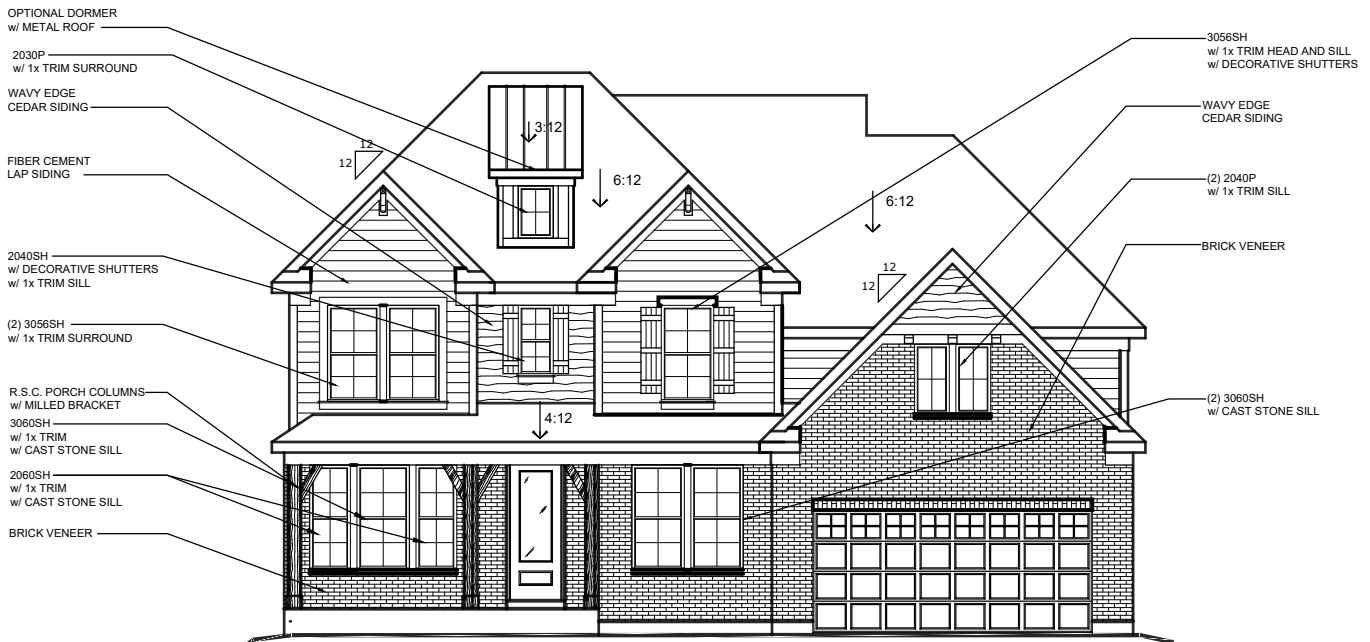
49-740

MASTERPIECE COLLECTION



AMERICAN CLASSIC

w/ OPTIONAL CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



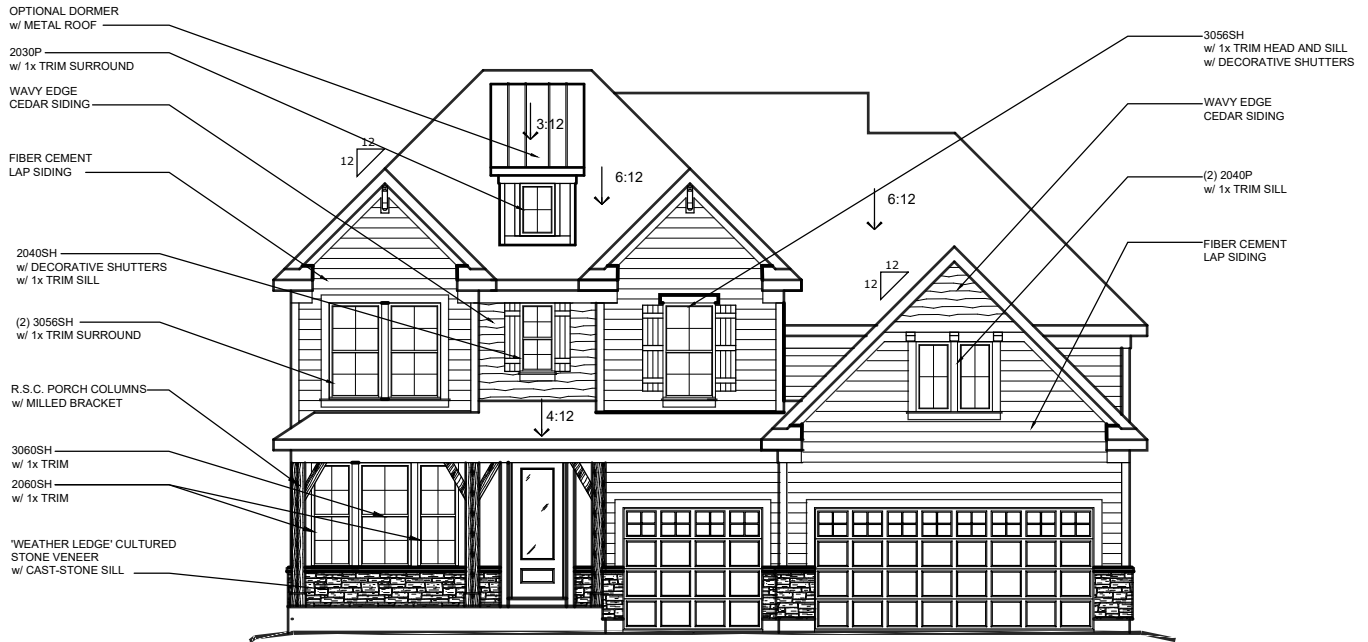
AMERICAN CLASSIC

w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)

RHODES

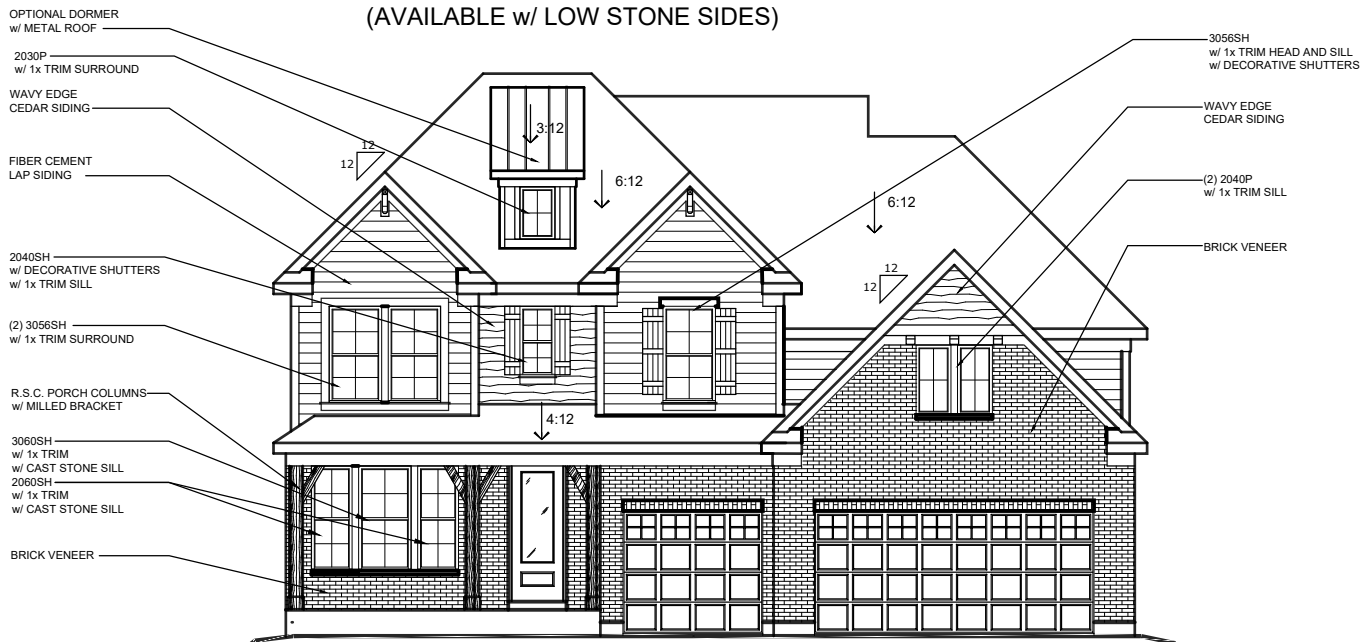
49-740

MASTERPIECE COLLECTION



AMERICAN CLASSIC

w/ OPTIONAL THREE-CAR INTEGRATED GARAGE
w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



AMERICAN CLASSIC

w/ OPTIONAL THREE-CAR INTEGRATED GARAGE
w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



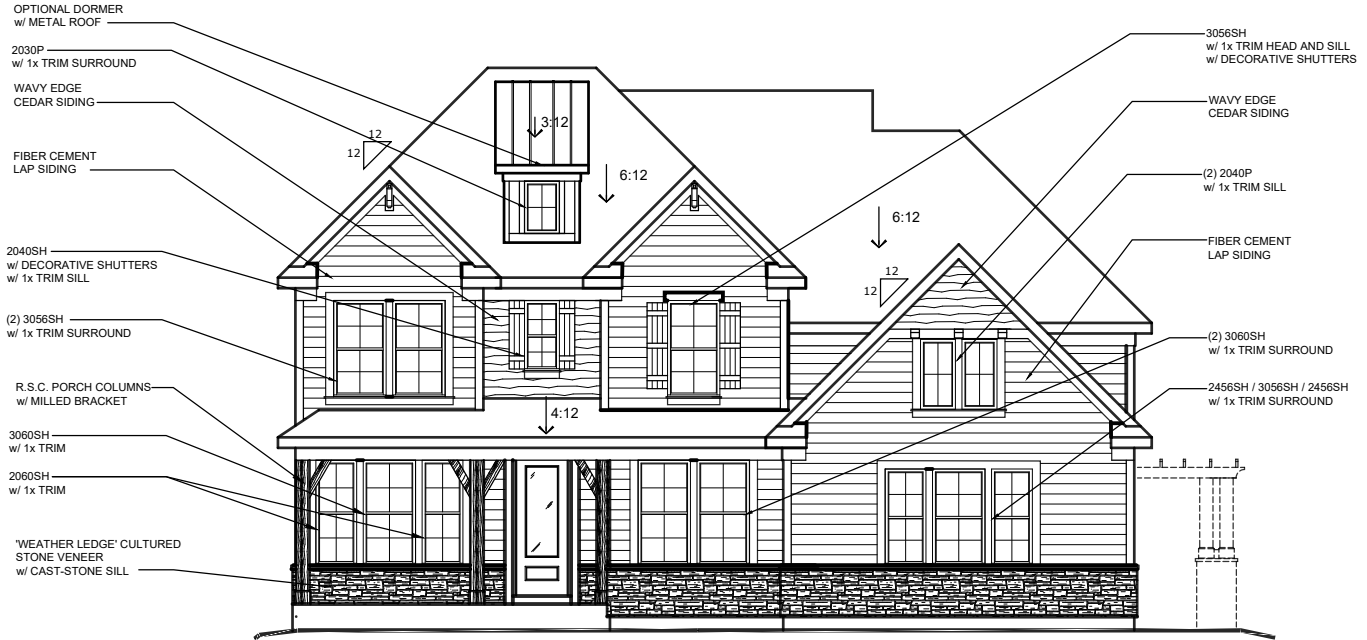
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RHODES

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MASTERPIECE COLLECTION



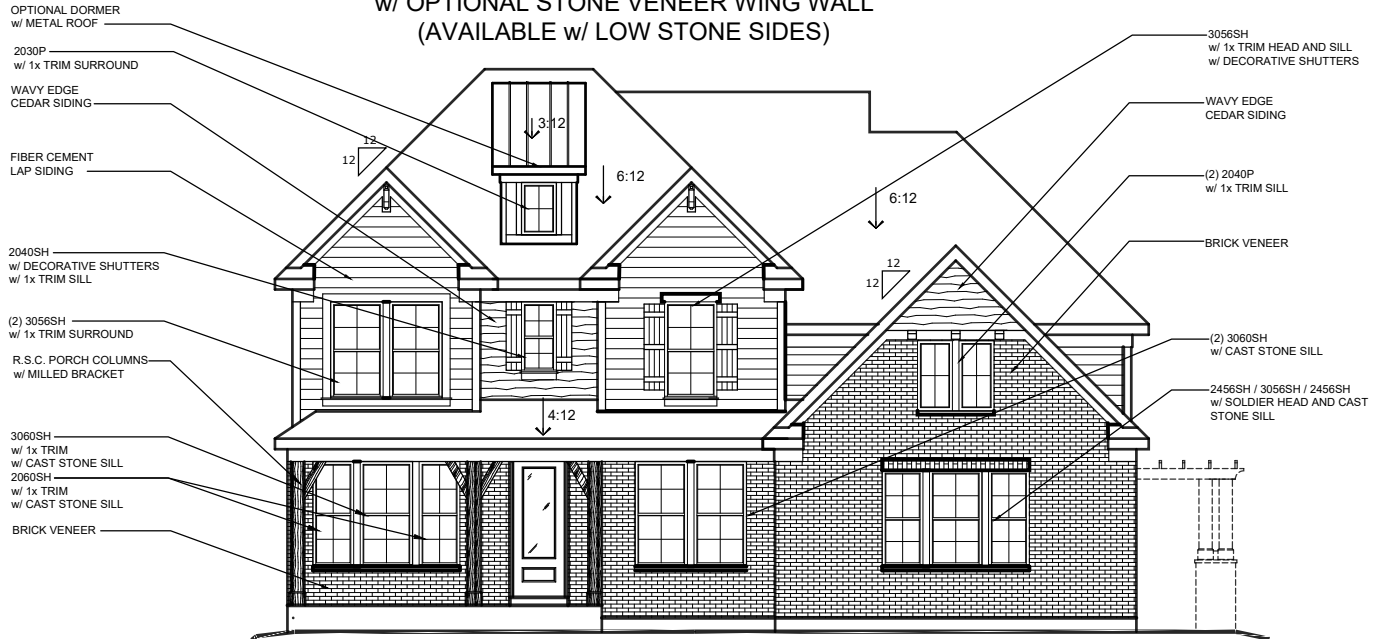
AMERICAN CLASSIC

w/ OPT. SIDE ENTRY GARAGE

w/ OPTIONAL CULTURED STONE VENEER

w/ OPTIONAL STONE VENEER WING WALL

(AVAILABLE w/ LOW STONE SIDES)



AMERICAN CLASSIC

w/ OPT. SIDE ENTRY GARAGE

w/ BRICK VENEER

w/ OPTIONAL BRICK VENEER WING WALL

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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02.24.2023

RHODES

49-740

MASTERPIECE COLLECTION



MODERN FARMHOUSE

w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



MODERN FARMHOUSE

w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



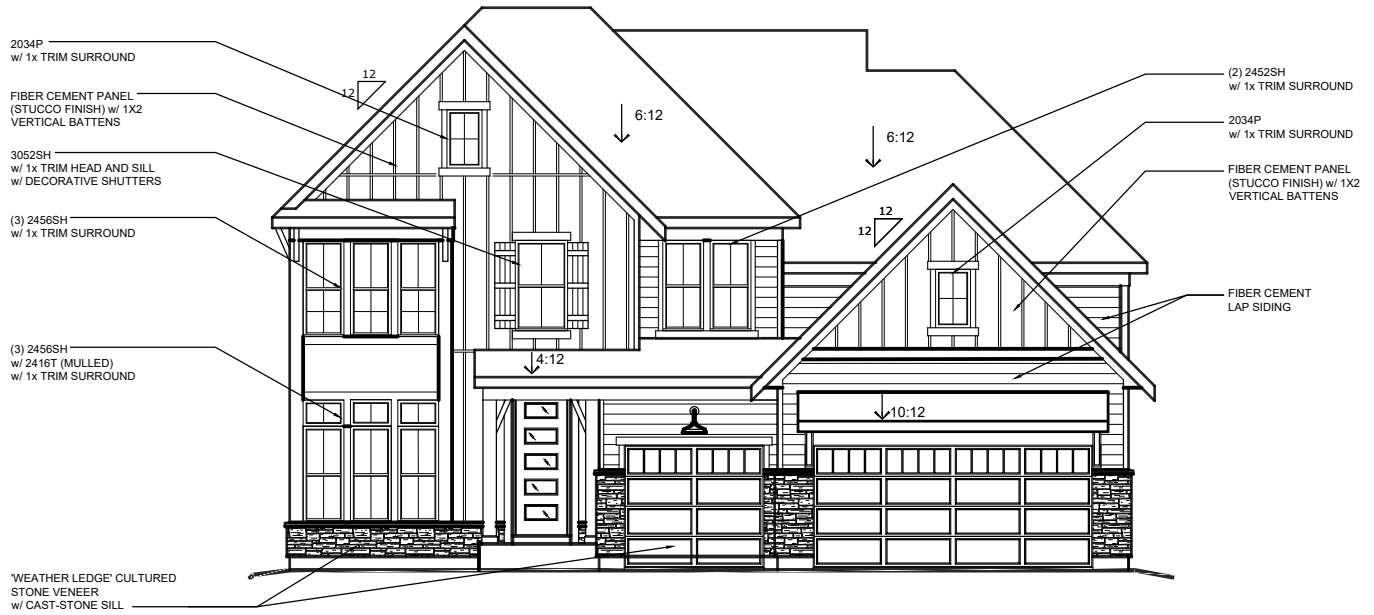
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02.24.2023

RHODES

49-740

MASTERPIECE COLLECTION



MODERN FARMHOUSE

w/ OPTIONAL THREE-CAR INTEGRATED GARAGE
w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



MODERN FARMHOUSE

w/ OPTIONAL THREE-CAR INTEGRATED GARAGE
w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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02.24.2023

RHODES

49-740

MASTERPIECE COLLECTION



MODERN FARMHOUSE

w/ OPT. SIDE ENTRY GARAGE
w/ CULTURED STONE VENEER
w/ OPTIONAL STONE VENEER WING WALL
(AVAILABLE w/ LOW STONE SIDES)



MODERN FARMHOUSE

w/ OPT. SIDE ENTRY GARAGE
w/ BRICK VENEER
w/ OPTIONAL BRICK VENEER WING WALL
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



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STANTON

Masterpiece Collection

welcome home.

Approximately 3343 sq ft and Up



ENGLISH ELEGANCE

designed by: 



AMERICAN CLASSIC
(WITH OPTIONAL DORMERS)

designed by: 



WESTERN CRAFTSMAN

designed by: 



GRANDE VISTA
(WITH OPTIONAL DORMER)

designed by: 

Images & Options Available at fischerhomes.com

Our Plans Include You

Page 334 of 424



FRONT ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR)



SIDE ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR)



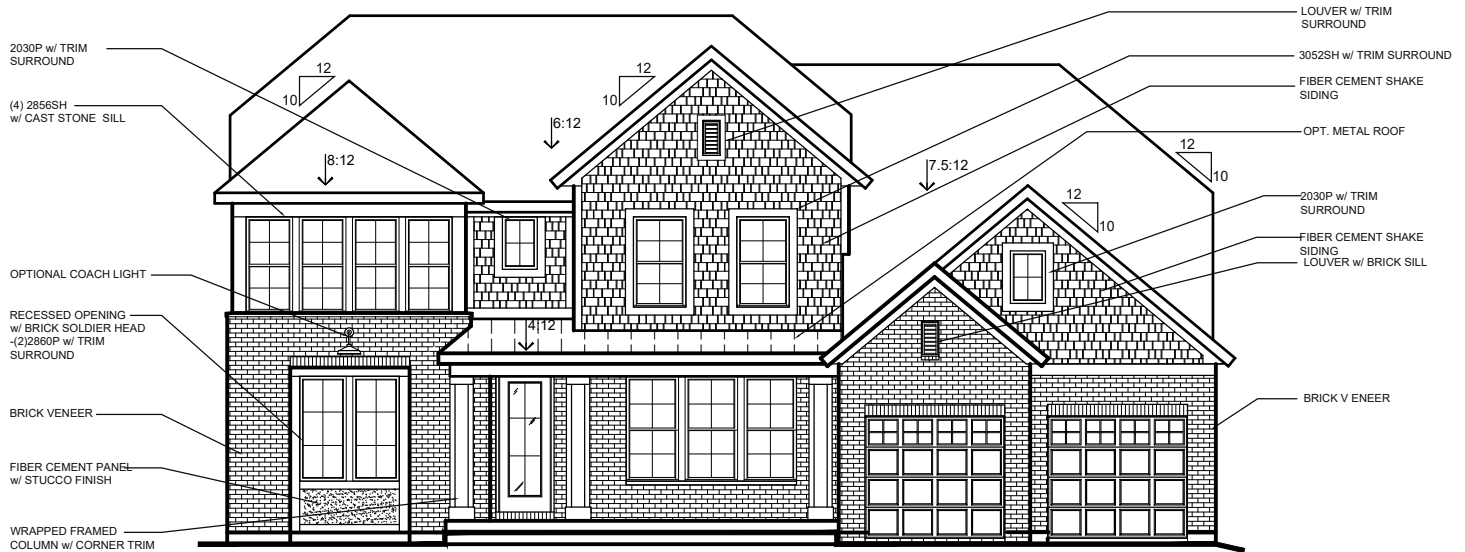
FRONT ENTRY w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES AND REAR)



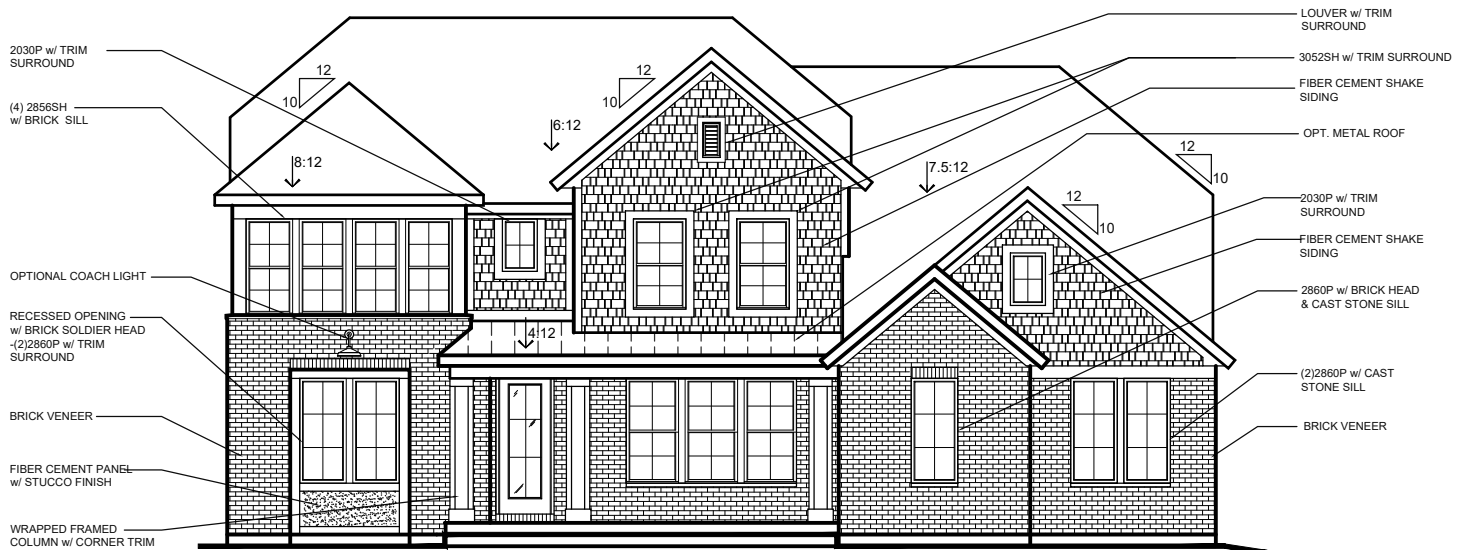
SIDE ENTRY w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES AND REAR)

COASTAL CLASSIC EXTERIOR DESIGN

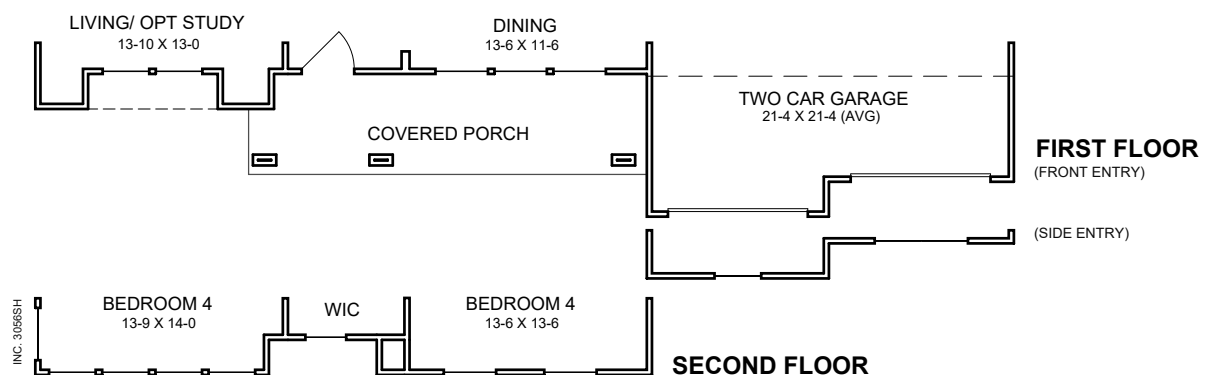
(ADDS 81 TOTAL NET SF)



FRONT ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR)

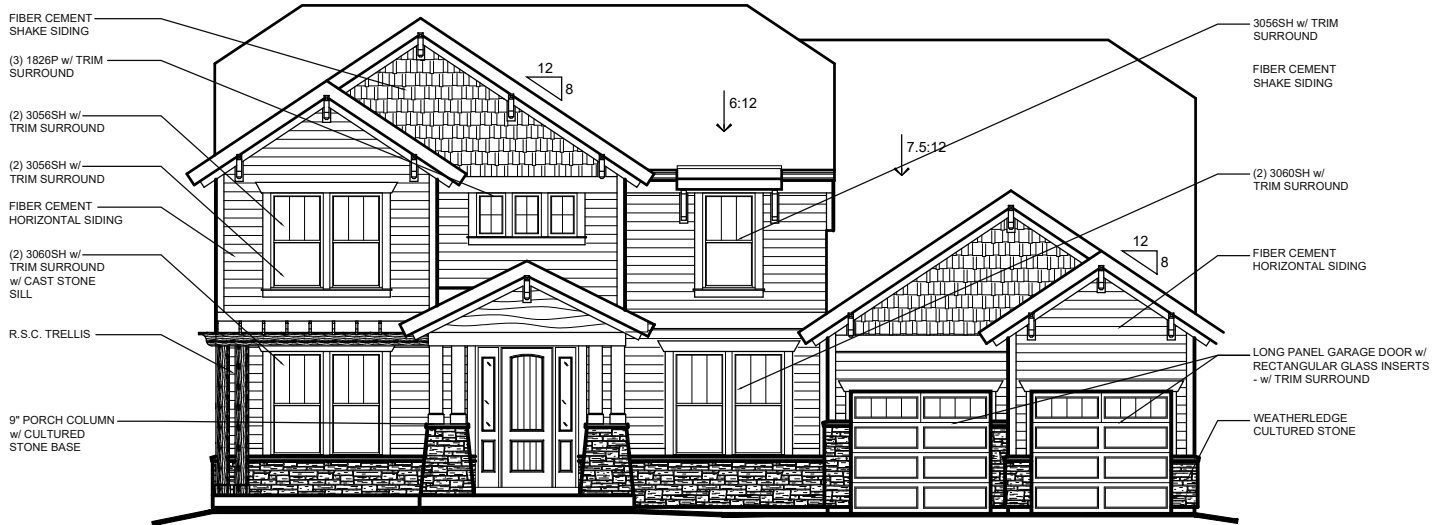


SIDE ENTRY w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR)

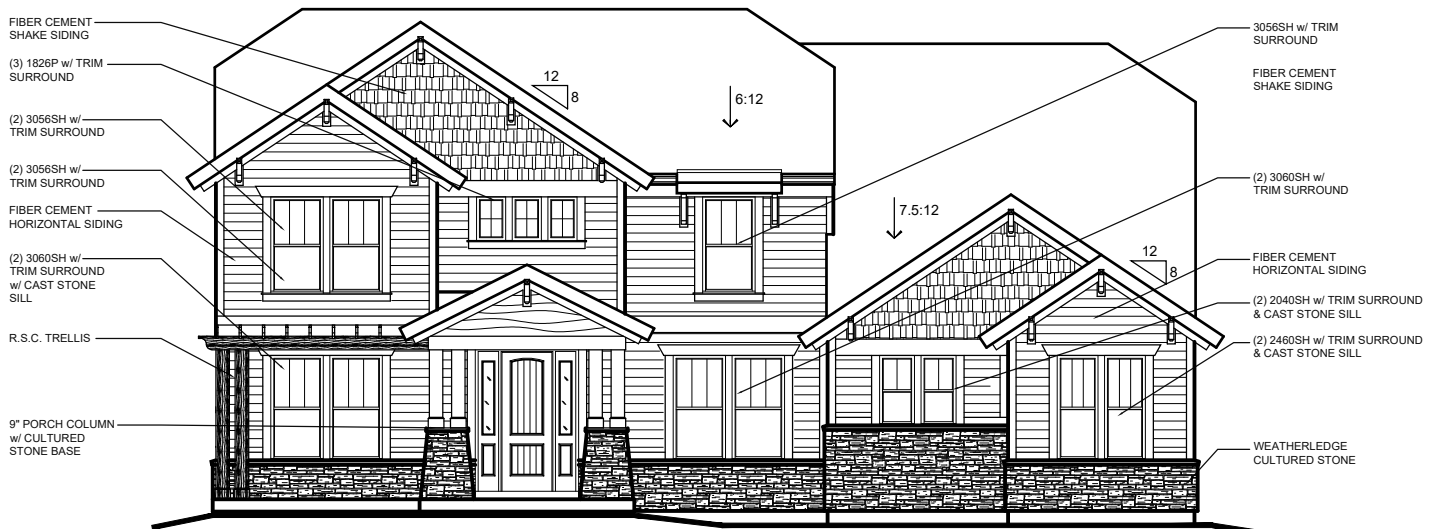


WESTERN CRAFTSMAN EXTERIOR DESIGN

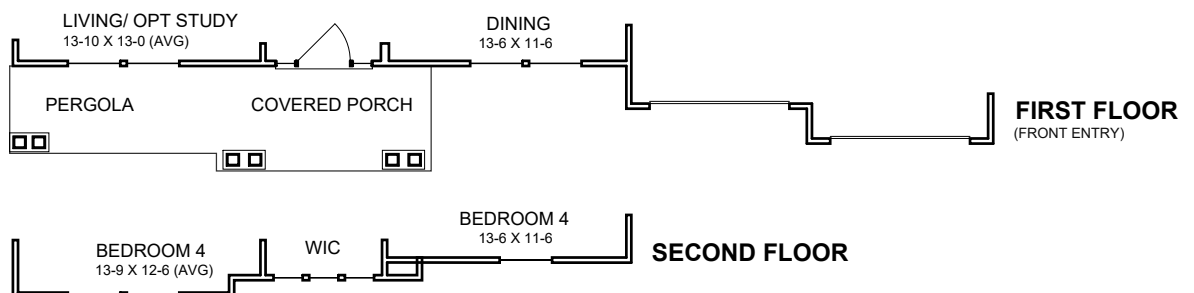
(ADDS 35 TOTAL NET SF)

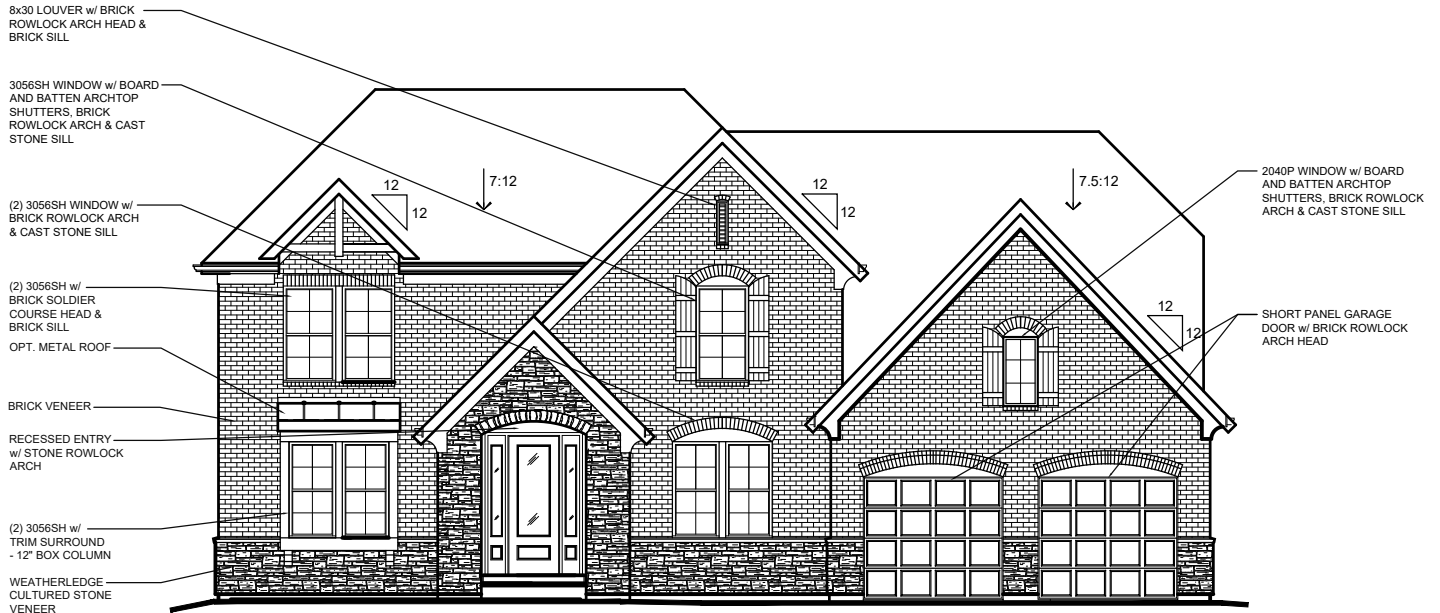


FRONT ENTRY w/ OPT. CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

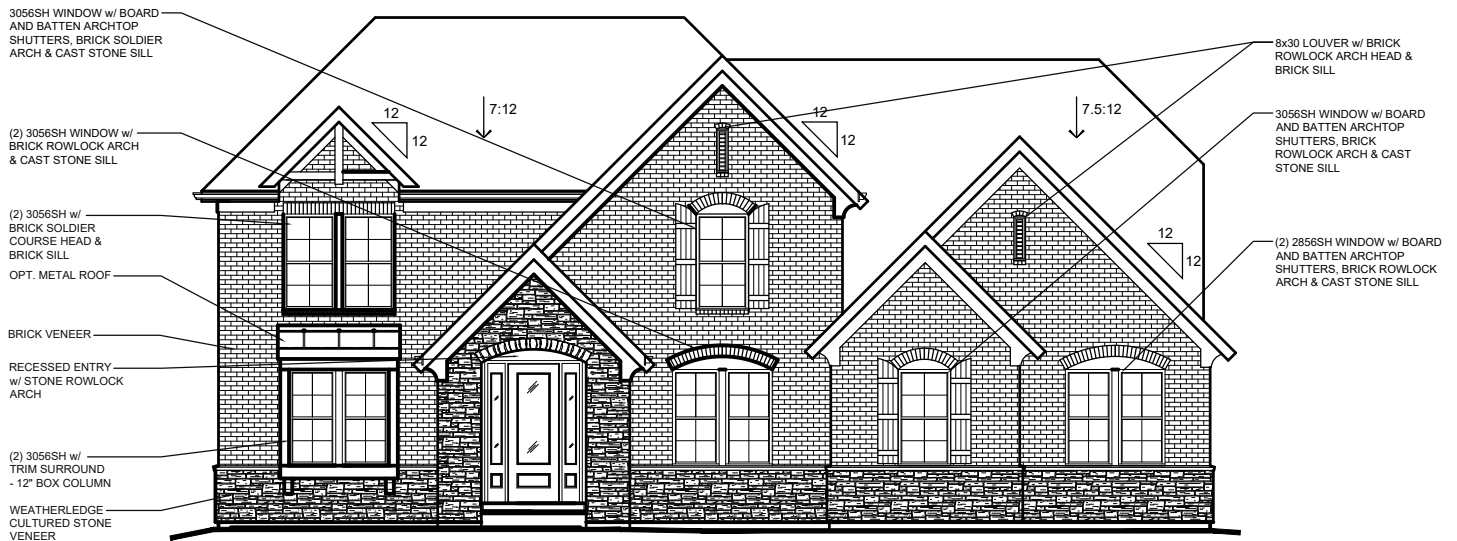


SIDE ENTRY w/ OPT. CULTURED STONE VENEER
AVAILABLE w/ LOW STONE SIDES AND REAR

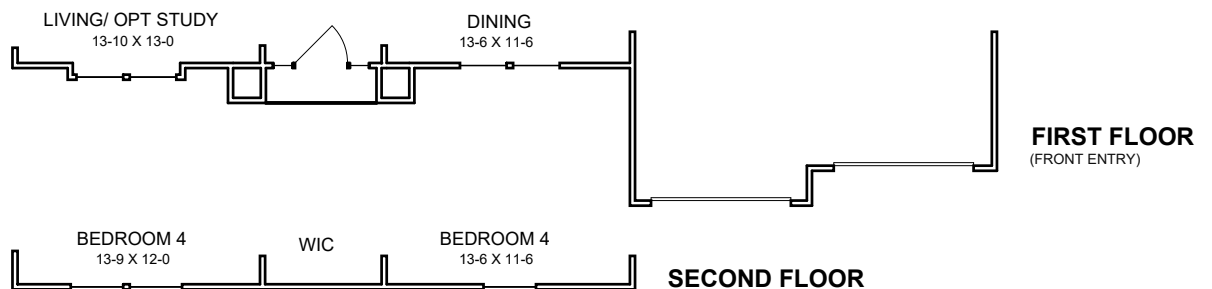




SIDE ENTRY w/ BRICK AND STONE VENEER
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



SIDE ENTRY w/ BRICK AND STONE
AVAILABLE w/ LOW OR HIGH BRICK SIDES AND REAR



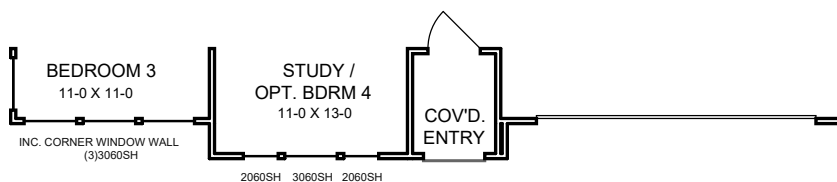
MODERN EUROPEAN EXTERIOR DESIGN
FRONT ENTRY



w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



w/ CULTURED STONE VENEER
(AVAILABLE w/ LOW STONE SIDES & REAR)



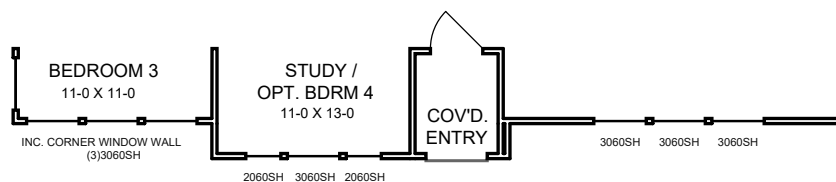
MODERN EUROPEAN EXTERIOR DESIGN
SIDE ENTRY



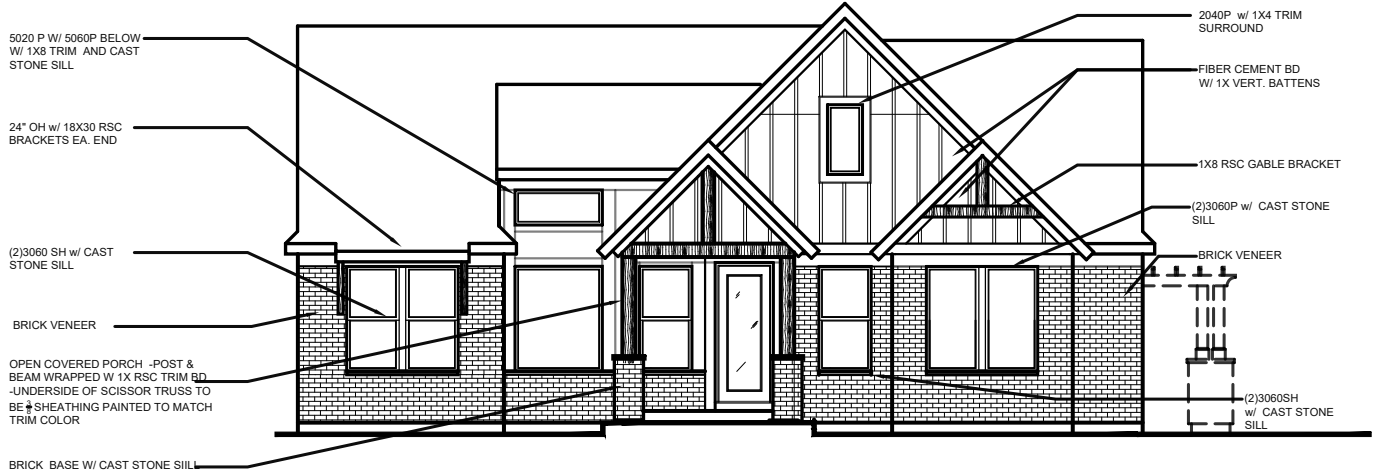
w/ BRICK VENEER
-OPTIONAL BRICK VENEER WING WALL
(AVAILABLE w/ LOW BRICK SIDES)



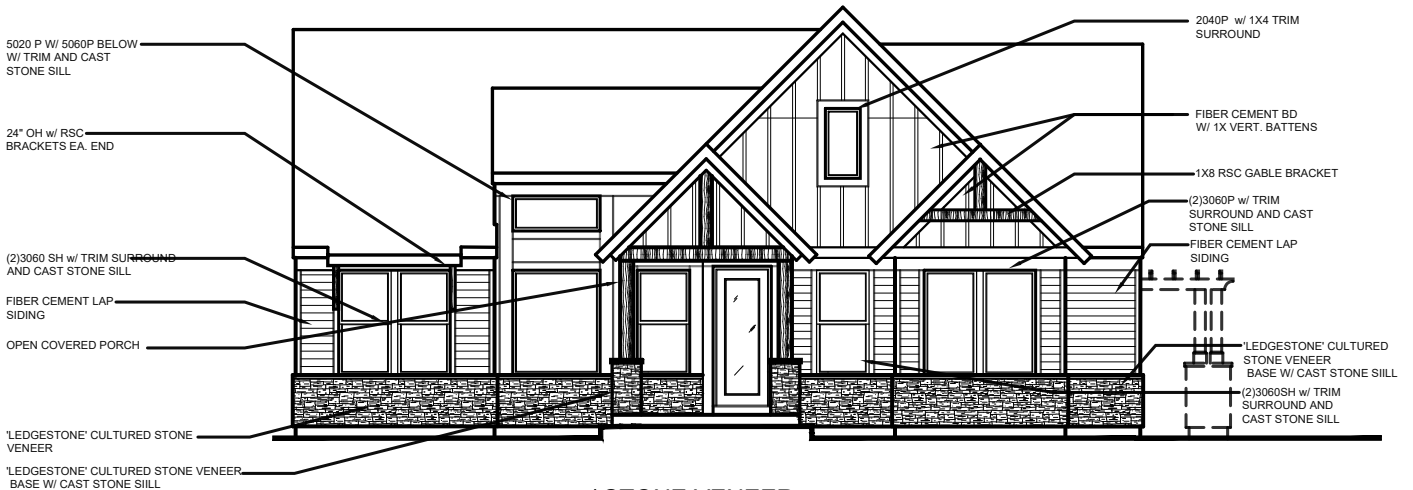
w/ STONE VENEER
-OPTIONAL CULTURED STONE VENEER WING WALL
(AVAILABLE w/ LOW STONE SIDES & REAR)



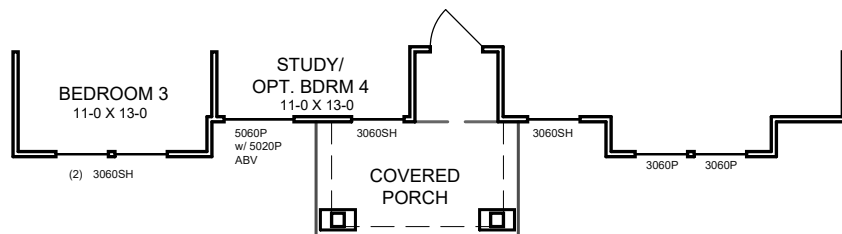
MODERN RETREAT EXTERIOR DESIGN
SIDE ENTRY
 (DECREASES 2 NET SF)



w/ BRICK VENEER
 -OPTIONAL RSC TRELLIS w/ BRICK BASE WING WALL
 (AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



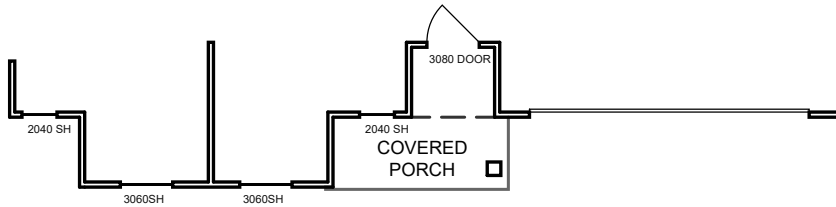
w/ STONE VENEER
 -OPTIONAL RSC TRELLIS w/ STONE BASE WING WALL
 (AVAILABLE w/ LOW STONE SIDES & REAR)



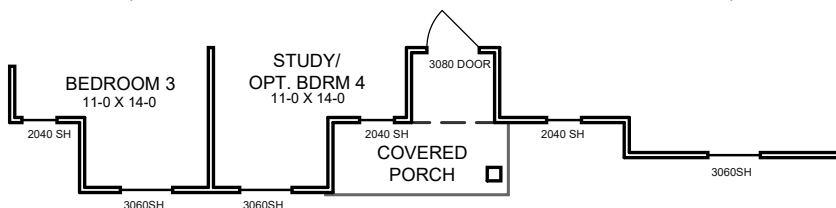
AMERICAN CLASSIC EXTERIOR DESIGN
FRONT ENTRY & SIDE ENTRY
 (ADDS 34 NET SF)



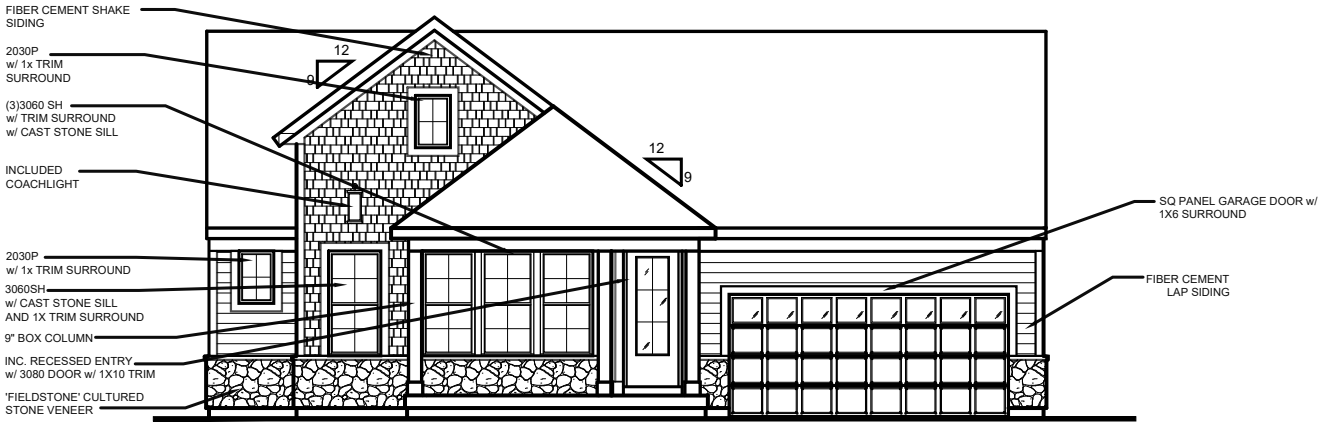
w/ BRICK & STONE VENEER
 (AVAILABLE w/ LOW OR HIGH BRICK SIDES & REAR)



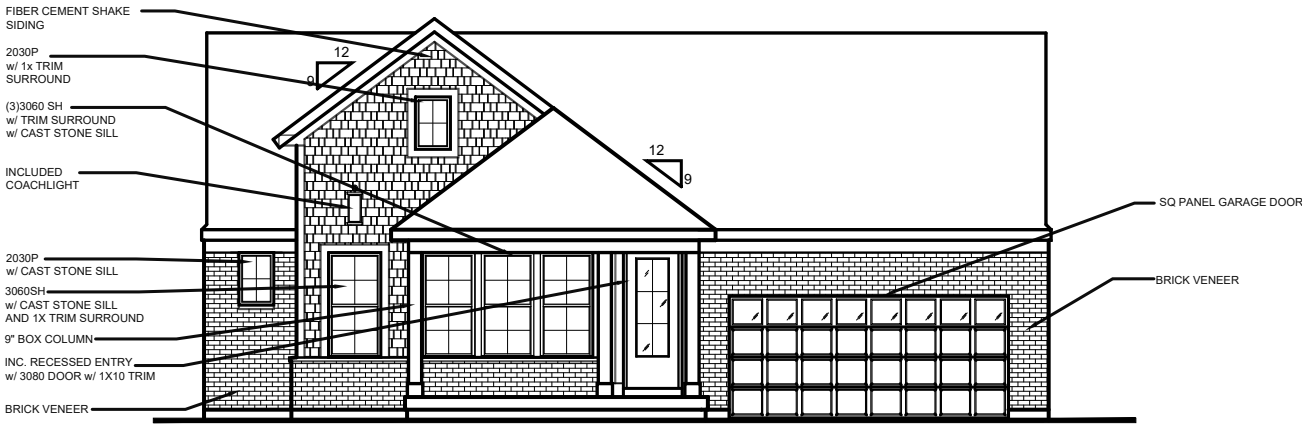
w/ BRICK & STONE VENEER
 -OPTIONAL STONE VENEER WING WALL
 (AVAILABLE w/ LOW OR HIGH BRICK SIDES & REAR)



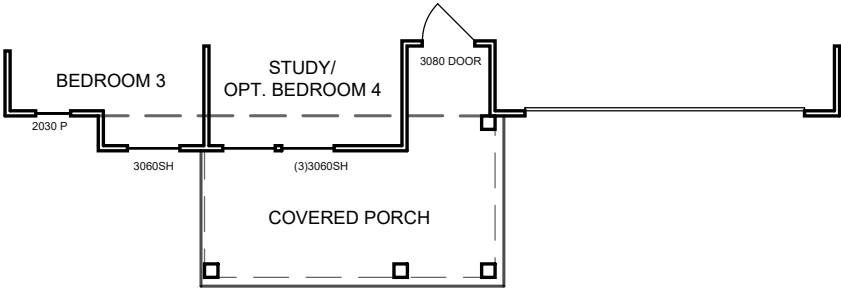
COASTAL CLASSIC EXTERIOR DESIGN
FRONT ENTRY
(ADDS 11 NET SF)



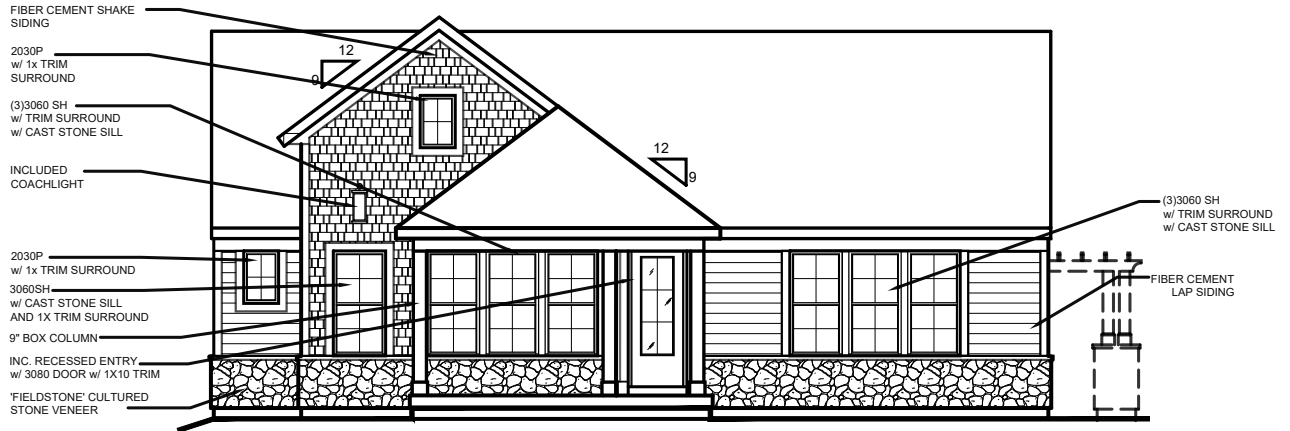
w/ STONE VENEER
(AVAILABLE w/ LOW STONE SIDES & REAR)



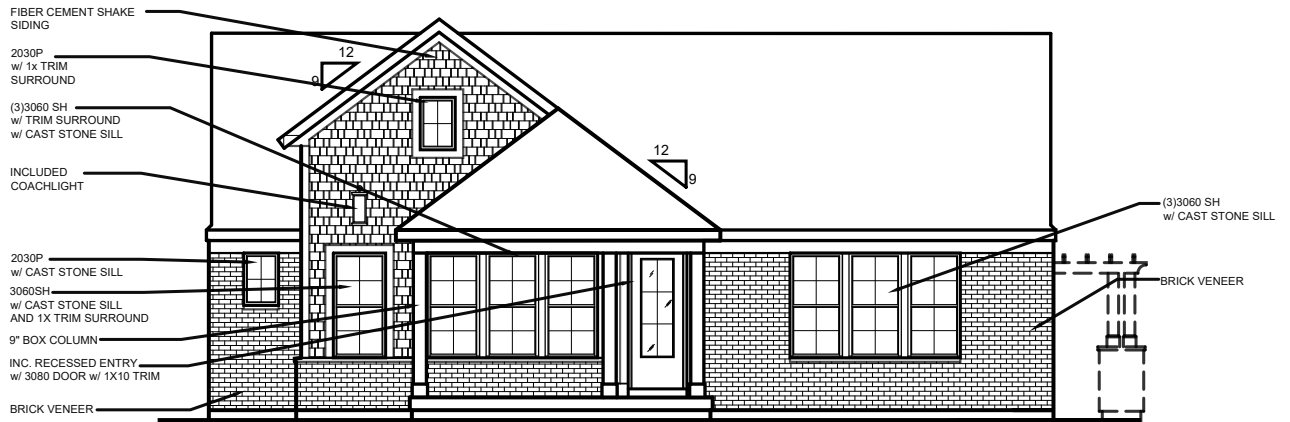
w/ BRICK VENEER
(AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



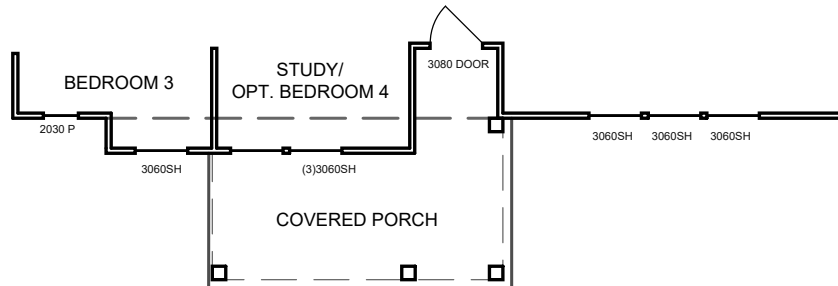
COASTAL CLASSIC EXTERIOR DESIGN
SIDE ENTRY
 (ADDS 11 NET SF)



w/ CULTURED STONE VENEER
 w/ OPT. RSC TRELLIS w/ CULTURED STONE BASE
 (AVAILABLE w/ LOW STONE SIDES & REAR)



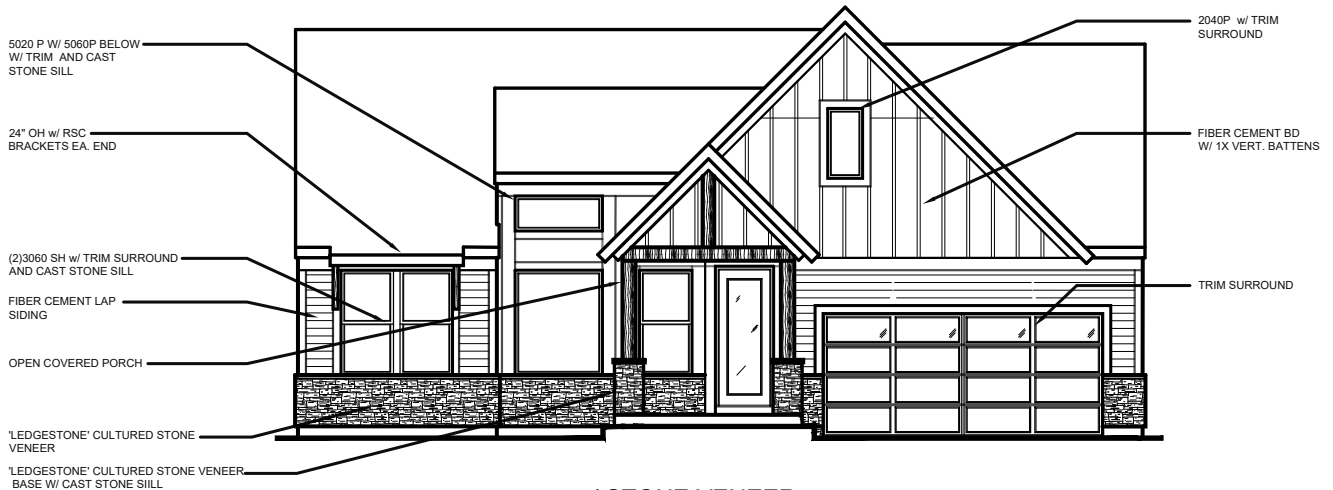
w/ BRICK VENEER
 w/ OPT. RSC TRELLIS w/ BRICK BASE
 (AVAILABLE w/ LOW OR HIGH BRICK SIDES & REAR)



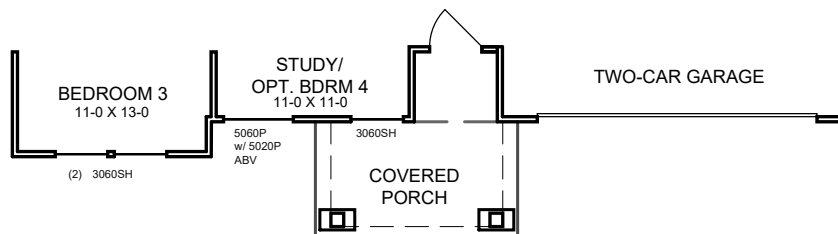
MODERN RETREAT EXTERIOR DESIGN
FRONT ENTRY
 (DECREASES 2 NET SF)



w/ BRICK VENEER
 (AVAILABLE w/ LOW or HIGH BRICK SIDES & REAR)



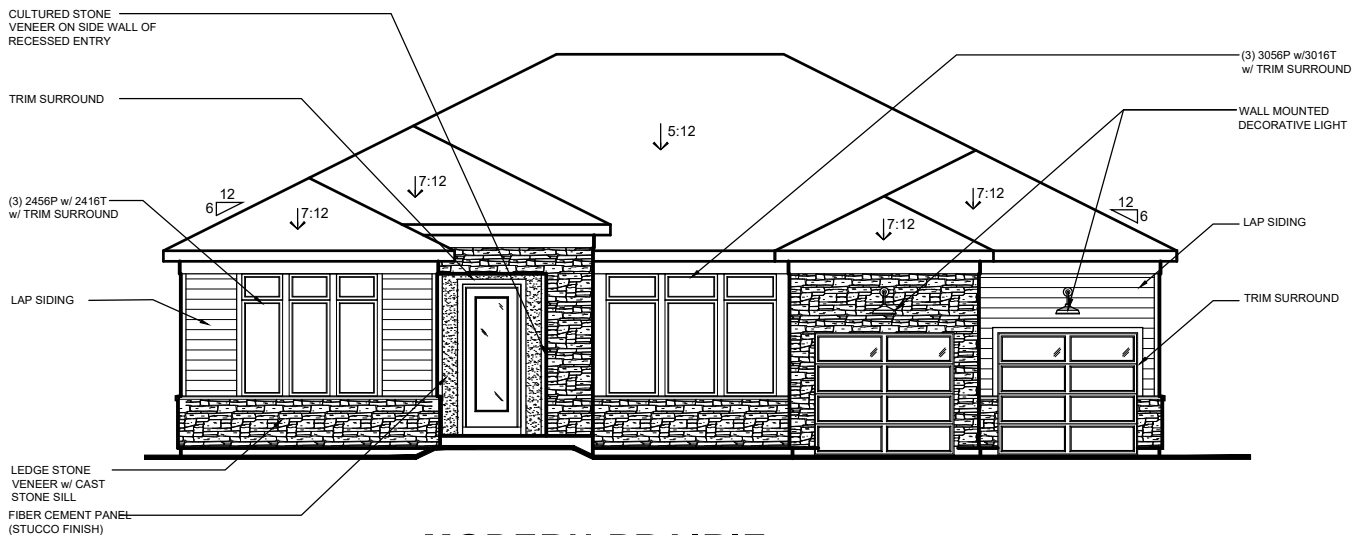
w/ STONE VENEER
 (AVAILABLE w/ LOW STONE SIDES & REAR)



WINSLOW

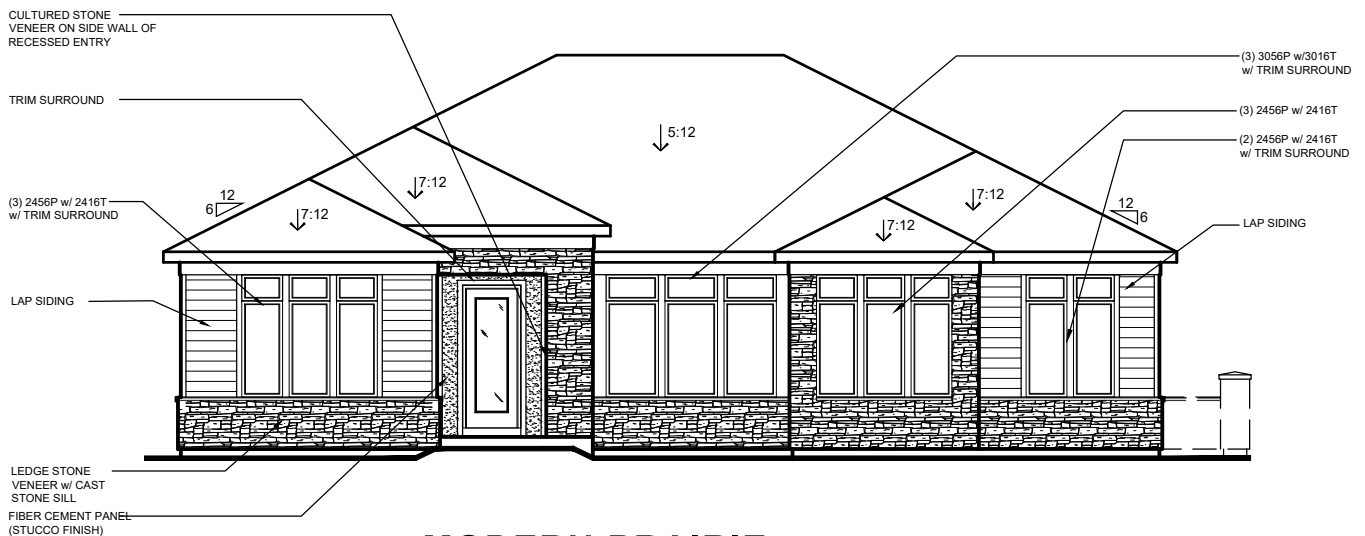
57-760

MASTERPIECE COLLECTION



MODERN PRAIRIE

w/ STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



MODERN PRAIRIE

w/ OPT. SIDE ENTRY GARAGE
w/ STONE VENEER
w/ OPTIONAL STONE VENEER WING WALL
(AVAILABLE w/ LOW STONE SIDES)



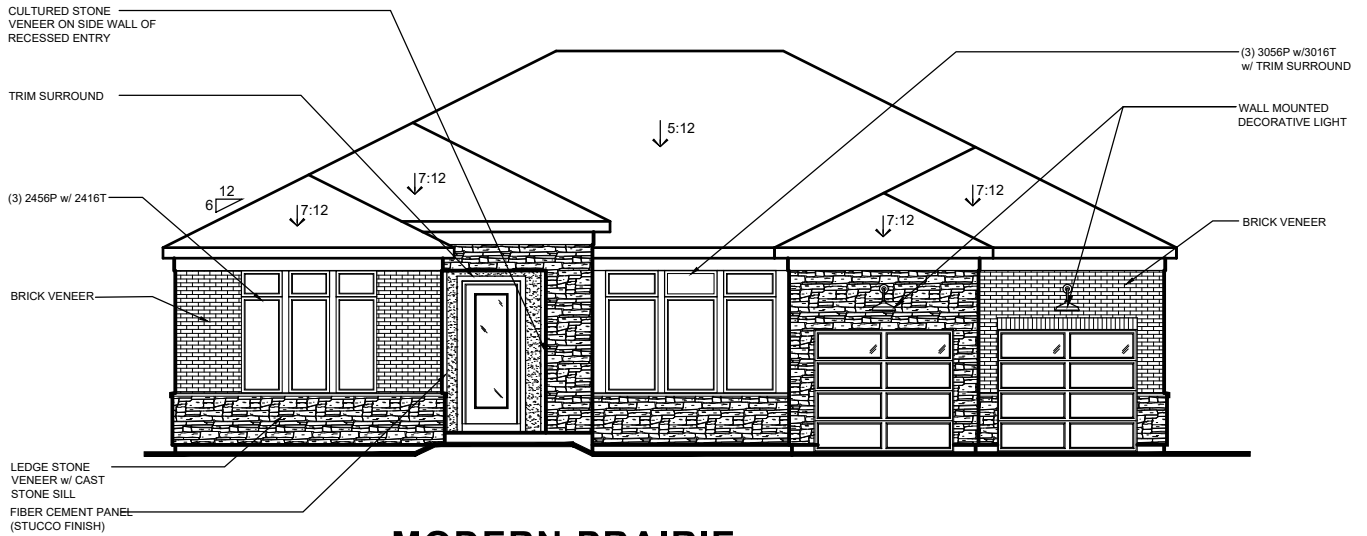
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To incorporate new and improved products, features and ideas, we reserve the right to change designs without notice

PR-2.1
2.16.2023

WINSLOW

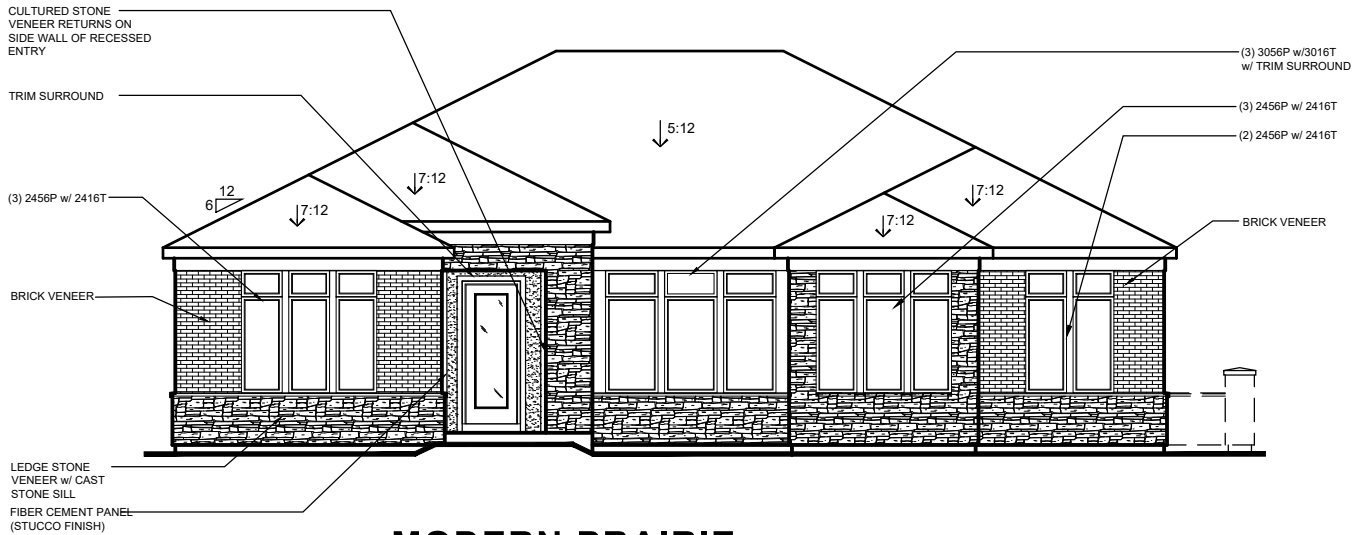
57-760

MASTERPIECE COLLECTION



MODERN PRAIRIE

w/ BRICK & STONE VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)
w/ OPTIONAL STONE WING WALL



MODERN PRAIRIE

w. OPT. SIDE ENTRY GARAGE
w/ BRICK & STONE VENEER
w/ OPTIONAL STONE VENEER WING WALL
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



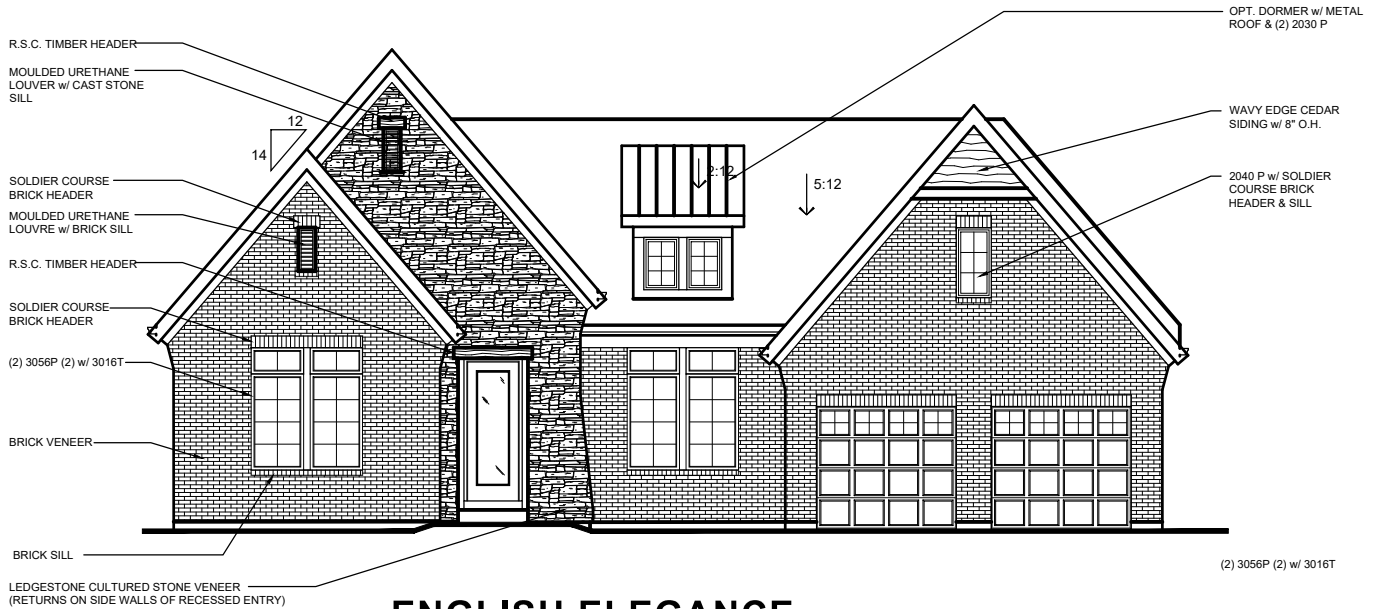
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PR-2.2
2.16.2023

WINSLOW

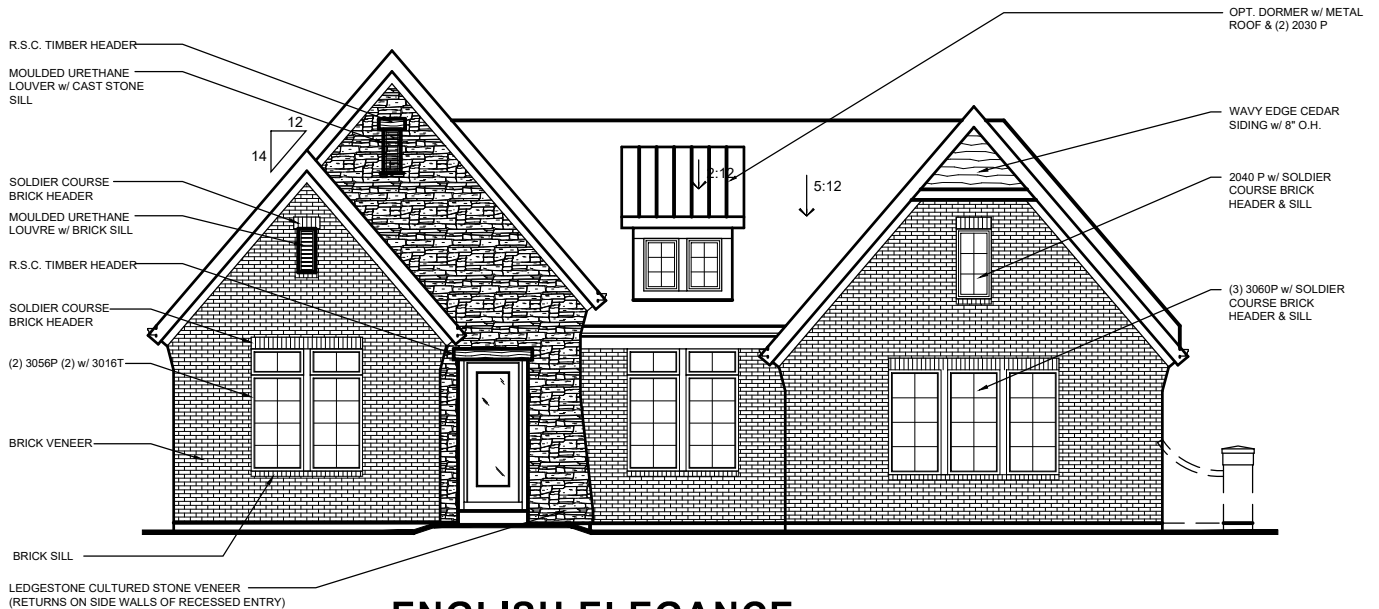
57-760

MASTERPIECE COLLECTION



ENGLISH ELEGANCE

(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



ENGLISH ELEGANCE

w/ OPT SIDE ENTRY GARAGE

w/ OPTIONAL BRICK VENEER WING WALL
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



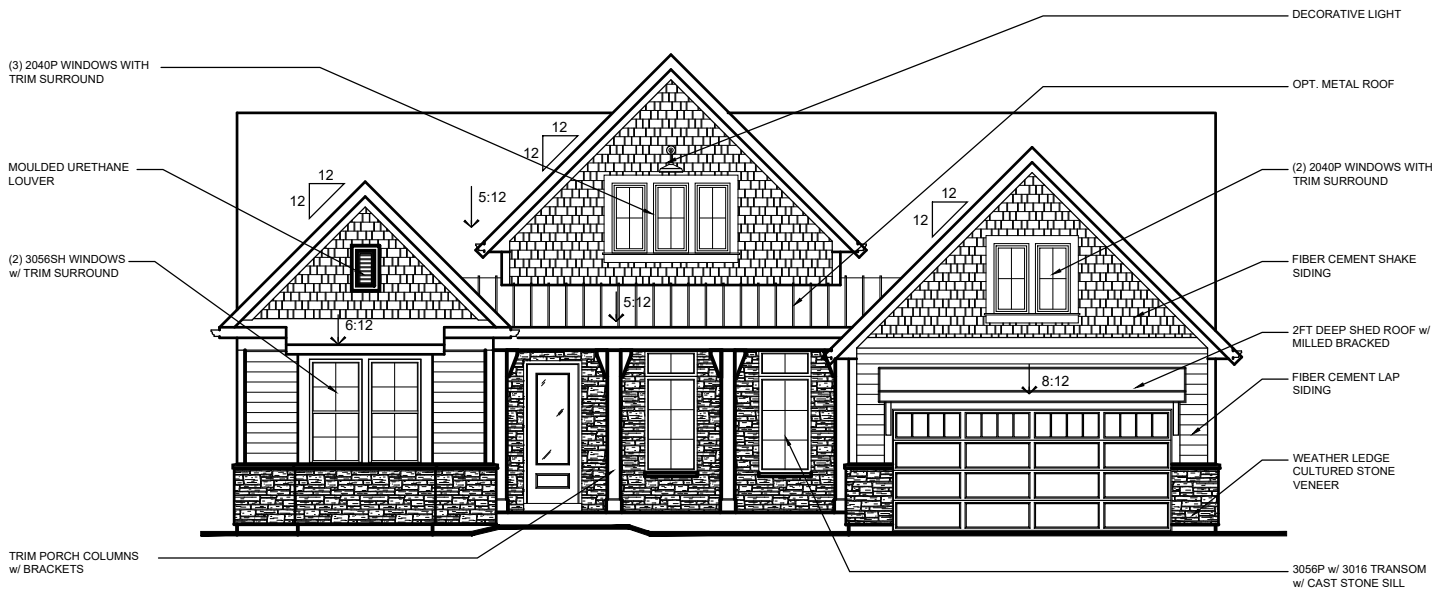
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PR-2.3
2.16.2023

WINSLOW

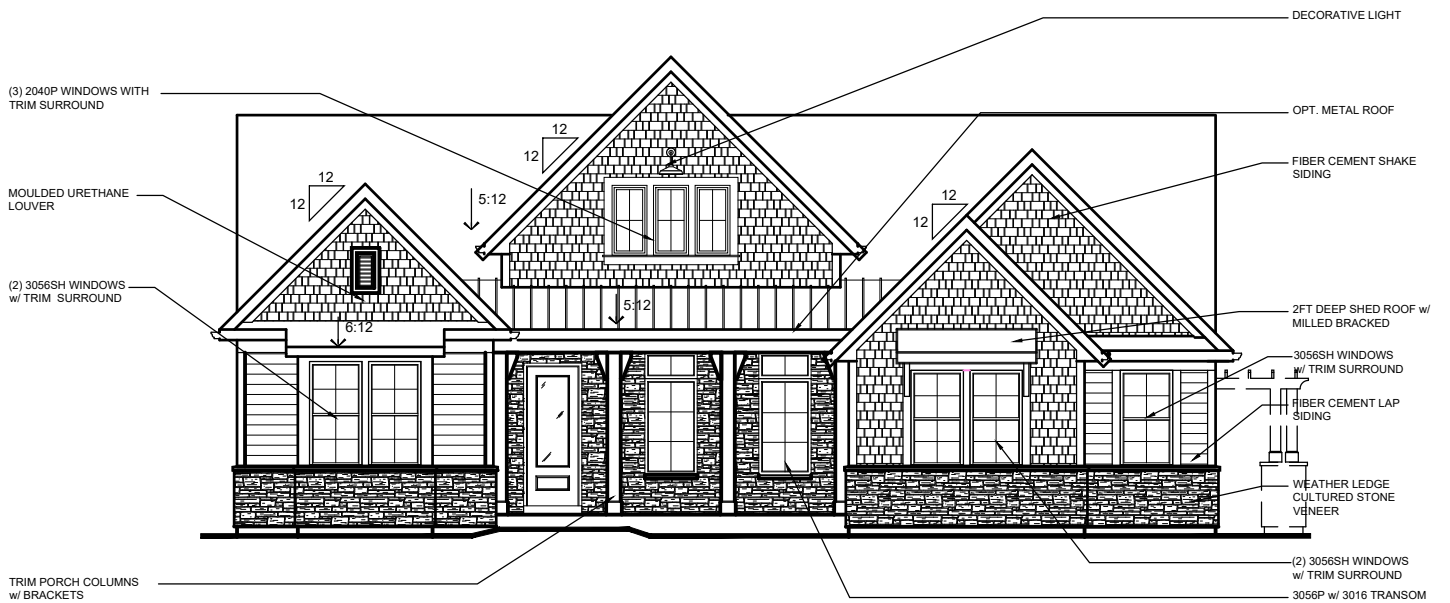
57-760

MASTERPIECE COLLECTION



COASTAL CLASSIC

w/ STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



COASTAL CLASSIC

w/ OPT. SIDE ENTRY GARAGE
w/ STONE VENEER
w/ OPTIONAL STONE VENEER WING WALL
(AVAILABLE w/ LOW STONE SIDES)



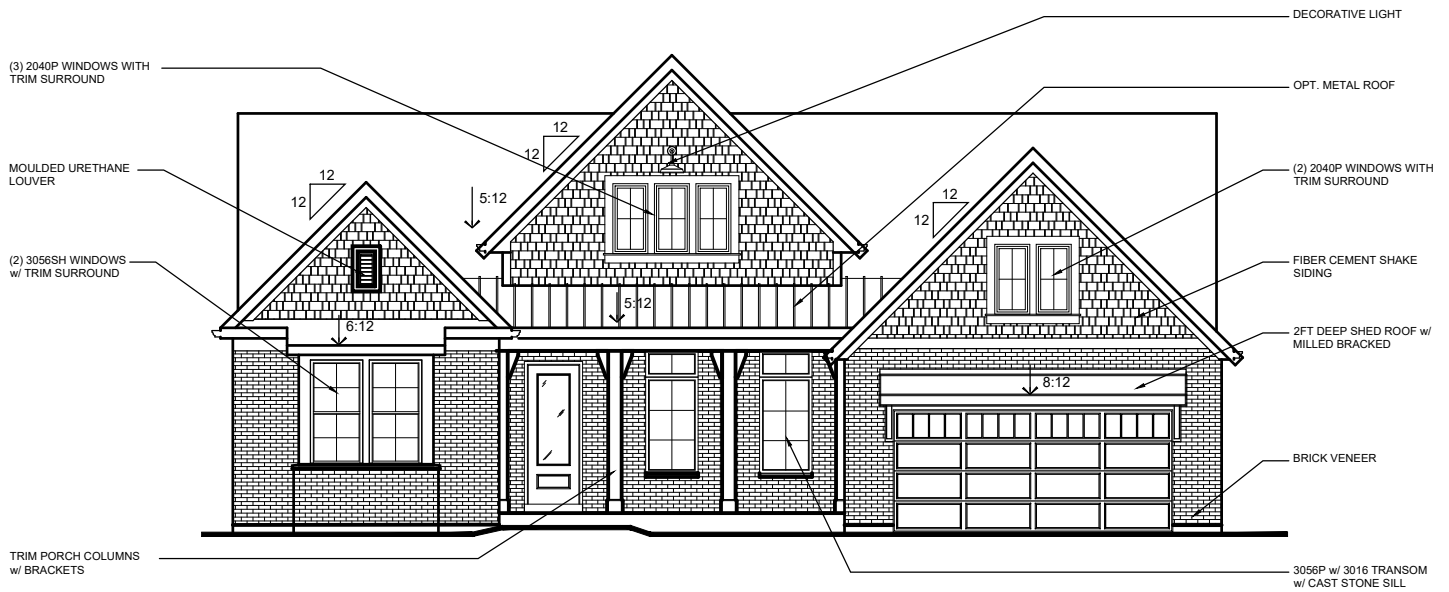
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PR-2.4
2.16.2023

WINSLOW

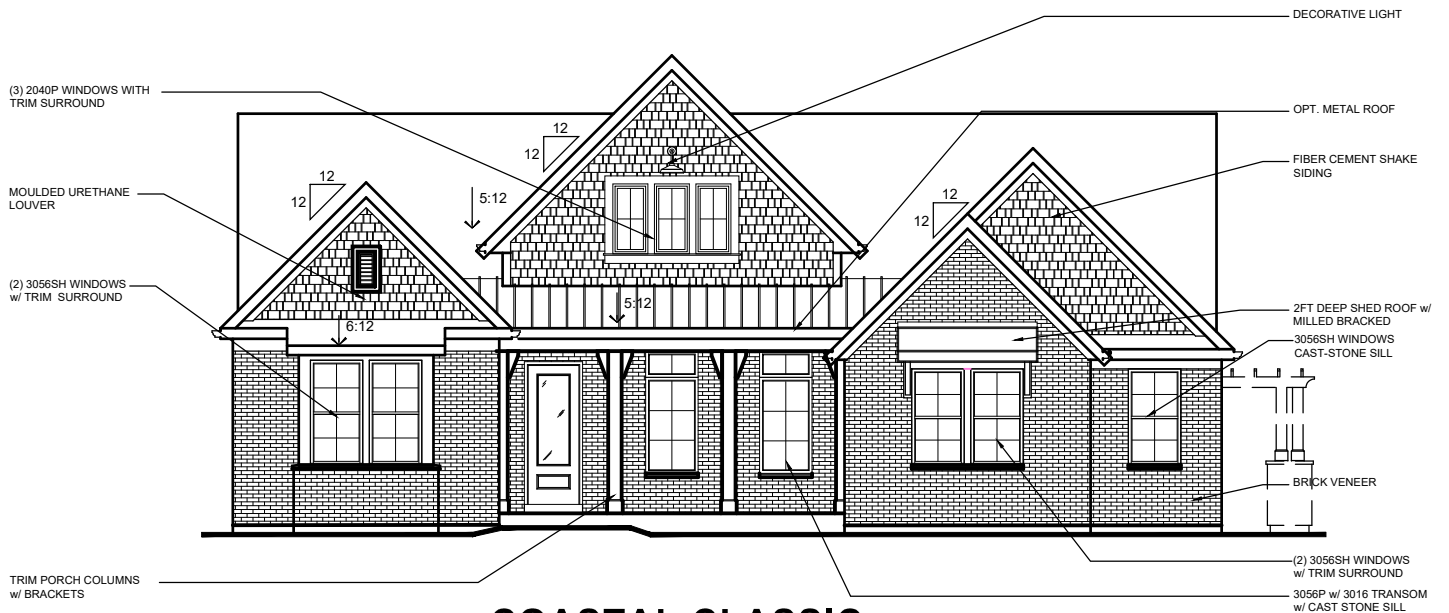
57-760

MASTERPIECE COLLECTION



COASTAL CLASSIC

w/ BRICK VENEER
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



COASTAL CLASSIC

w/ OPT. SIDE ENTRY GARAGE
w/ BRICK VENEER
w/ OPTIONAL BRICK VENEER WING WALL
(AVAILABLE w/ LOW OR HIGH BRICK SIDES)



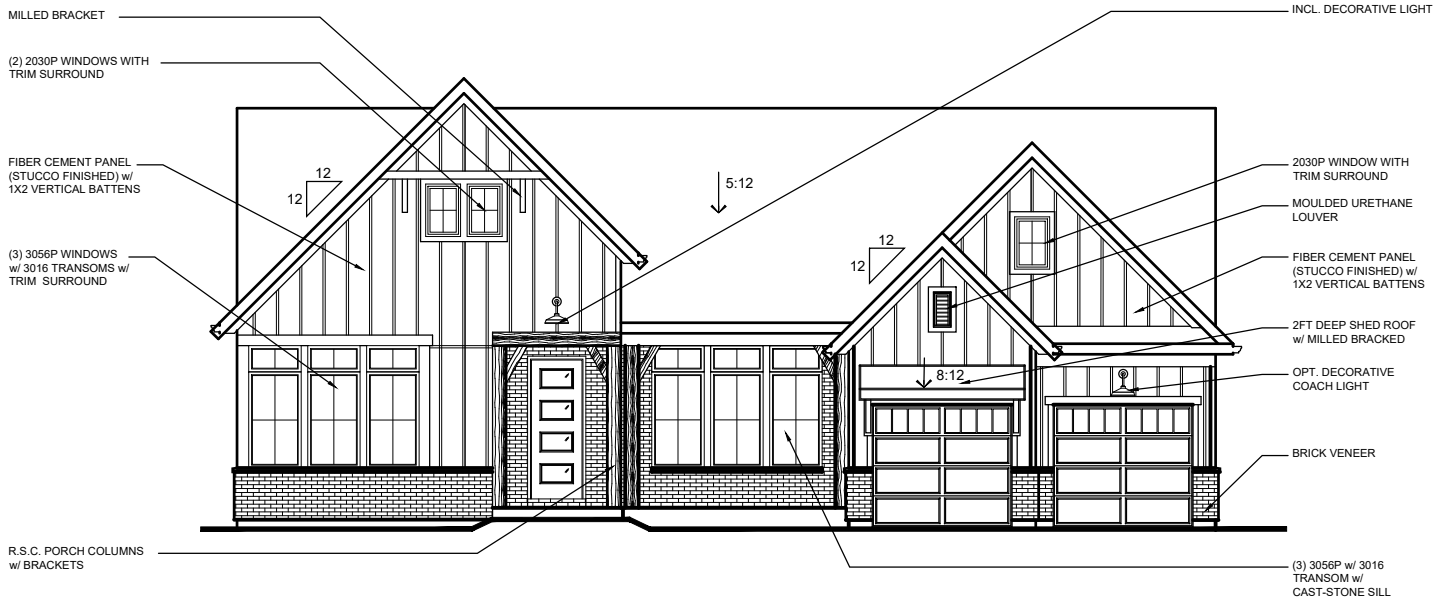
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PR-2.5
2.16.2023

WINSLOW

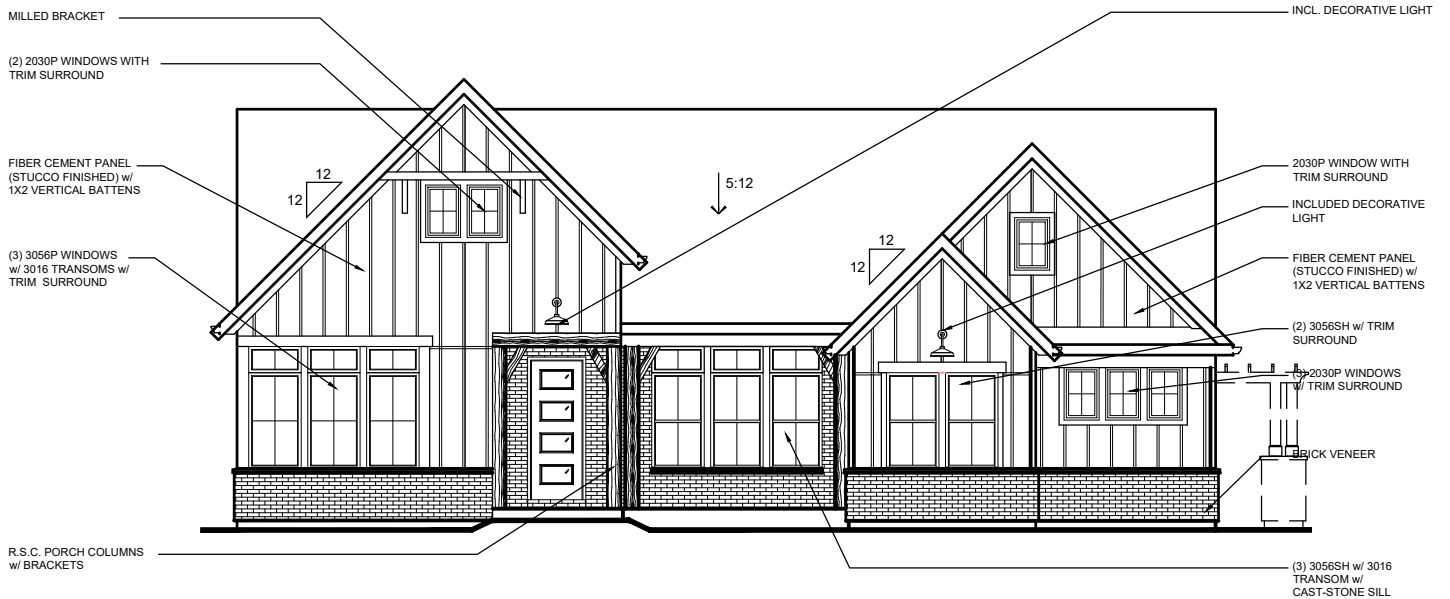
57-760

MASTERPIECE COLLECTION



MODERN FARMHOUSE

w/ BRICK VENEER
(AVAILABLE w/ LOW BRICK SIDES)



MODERN FARMHOUSE

w/ OPT. SIDE ENTRY GARAGE
w/ BRICK VENEER
w/ OPTIONAL BRICK VENEER WING WALL
(AVAILABLE w/ LOW BRICK SIDES)



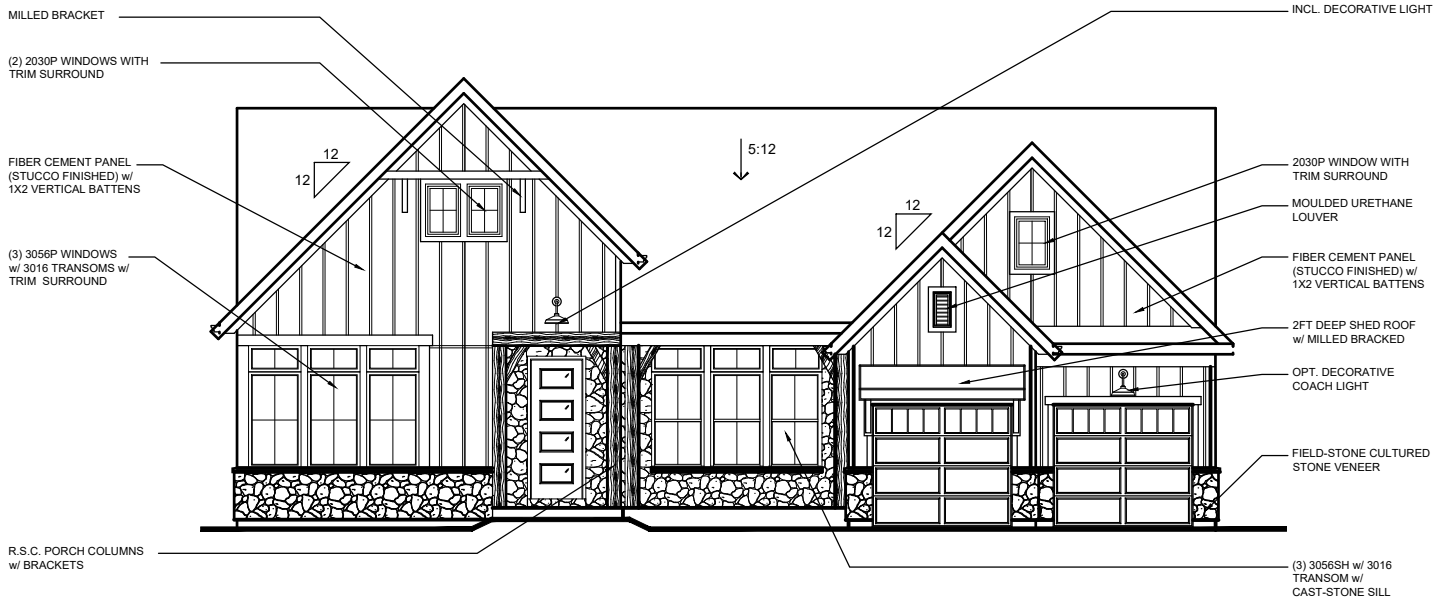
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PR-2.6
2.16.2023

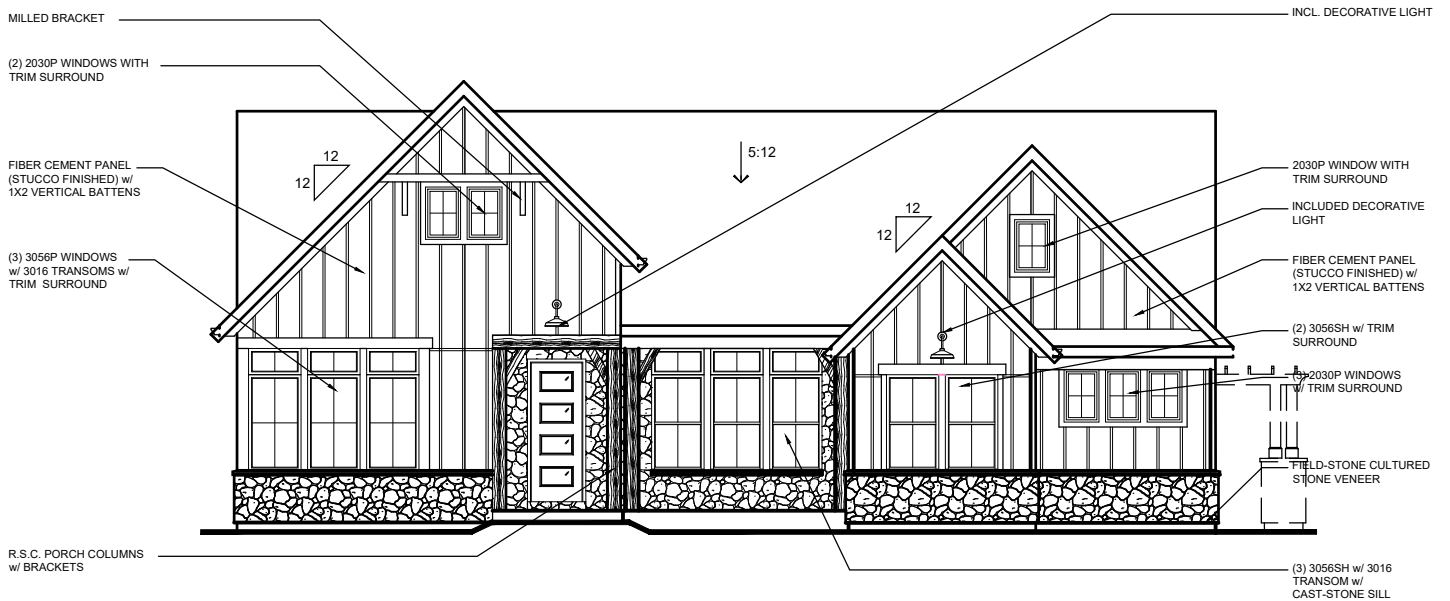
WINSLOW

57-760

MASTERPIECE COLLECTION



MODERN FARMHOUSE
w/ STONE VENEER
(AVAILABLE w/ LOW STONE SIDES)



MODERN FARMHOUSE
w/ OPT. SIDE ENTRY GARAGE
w/ STONE VENEER
w/ OPTIONAL STONE VENEER WING WALL
(AVAILABLE w/ LOW STONE SIDES)



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PR-2.7
2.16.2023



Council Action Form

MEETING DATE	November 20, 2023			
TITLE	Consideration of a rezone of 24.99 Acres from R2 Residential to OS Open Space known as the Fishers Community Center rezone (RZ-23-5)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #: 112023A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Consideration of a rezone of 25 Acres from R2 Residential to OS Open Space for the new Fishers Community Center, owned and operated by the City of Fishers.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	November 20, 2023 - Proposed First Reading - City Council December 6, 2023 - Public Hearing - Plan Commission December 18, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend City Council to hold First Reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance	

ORDINANCE NO. 112023A
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

This is an ordinance to amend the Official Zoning Map incorporated into the Unified Development Ordinance (“UDO”) for the City of Fishers (the “City”), previously enacted by the City pursuant to its authority under the laws of the State of Indiana IC 36-7-4 et seq., as amended.

WHEREAS, the City’s Plan Commission has conducted a public hearing on December 6, 2023 for case RZ-23-5 as required by law in regard to the proposal to amend the City’s Official Zoning Map to designate the real estate identified on Exhibit A, attached hereto and incorporated herein (the “Real Estate”), as within the OS Open Space zoning district; and

WHEREAS, the Plan Commission at its December 6, 2023 meeting sent a _____ recommendation to the Fishers City Council by a vote of ____ in favor and ____ opposed; and

WHEREAS, to support its long-term vision for the City, the Council desires to adopt certain amendments to the Official Zoning Map.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AS FOLLOWS:

Section 1. Declaration. The City’s Official Zoning Map is hereby amended to designate the Real Estate as within the Open Space (OS) zoning district.

Section 2. Purpose and Intent. The purpose and intent of this text amendment is to support the City’s long-term vision for the City.

Section 3. Approval. This amendment shall become effective upon its adoption and publication in accordance with Indiana law. Development of the Real Estate shall be governed entirely by the provisions of the Open Space (OS) district with conditions and the provisions of the UDO.

ORDINANCE NO. 112023A

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 18th day of December 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of December 2023, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

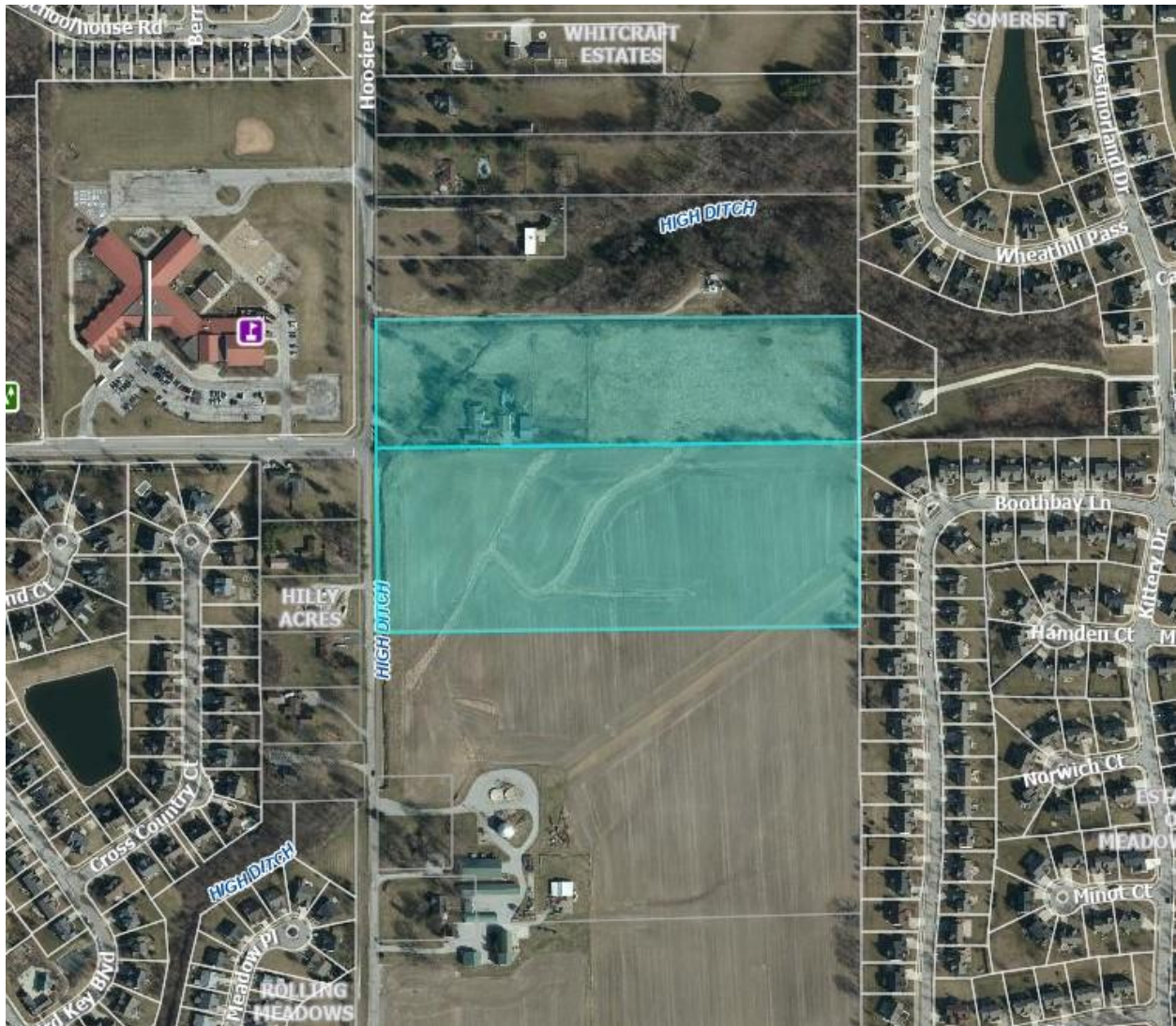
EXHIBIT A
Legal Description

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LOCATED IN HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, AS MARKED BY A HARRISON MONUMENT FOUND; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 05 MINUTES 41 SECONDS WEST (STATE PLANE BEARING, INDIANA EAST) 330.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF SAID QUARTER SECTION NORTH 89 DEGREES 13 MINUTES 32 SECONDS EAST 1320.11 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST 330.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION SOUTH 00 DEGREES 16 MINUTES 33 SECONDS EAST 494.90 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID WEST HALF SOUTH 89 DEGREES 13 MINUTES 32 SECONDS WEST 1320.75 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST 494.91 FEET, TO THE POINT OF BEGINNING, CONTAINING 24.999 ACRES, MORE OR LESS.

*120102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002*

EXHIBIT B
Location Map



120102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002



Council Action Form

MEETING DATE	November 20, 2023			
TITLE	Consideration of a rezone of .88 acres from R2 Residential to PUD-C known as the Drive Planning PUD (RZ-23-6)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 112023B		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Consideration of a rezone of .88 acres from R2 to PUD-C known as the Drive Planning PUD. See Petitioner's Packet for concept plan and architectural renderings illustrating the intended development for this property.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	November 20, 2023 - Proposed First Reading - City Council November 27, 2023 - Neighborhood Meeting via Teams December 6, 2023 - Public Hearing - Plan Commission December 18, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend City Council to hold First Reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Petitioner's Packet	

Drive Planning

Planned Unit Development



PRESENTED BY
J. MURRAY CLARK
MINDY WESTRICK BROWN



City Council Introduction | November 20, 2023

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<u>Tab 2</u>	Aerial Location Map
<u>Tab 3</u>	Concept Plan
<u>Tab 4</u>	Illustrative Architectural Exhibit
<u>Tab 5</u>	PUD Ordinance

Drive Planning LLC:
Gerry Linarducci,
Managing Partner/Financial
Strategist
8100 106th St., Suite 260
Fishers, IN 46038

DI+Build:
Jason Schnurr,
VP/Project Management
10000 Marshall Dr.
Lenexa, KS 66215

Faegre Drinker Biddle & Reath LLP:
J. Murray Clark, Partner
Mindy Westrick Brown, Counsel
Mark R. Leach, Land Use Planner
600 East 96th St., Suite 600
Indianapolis, IN 46240
Telephone: (317) 569-9600

TAB 1

EXECUTIVE SUMMARY	
DRIVE PLANNING PUD	

Drive Planning LLC, a comprehensive financial planning group, is pleased to present plans for its new office location in Fishers. The site is located on the north side of 116th Street, west of Olivo Road (please see the Aerial Location Map at Tab 2).

The Drive Planning team has met with surrounding neighbors to discuss the development of this site. They have adjusted and refined their plans for the new office location to reflect the meeting discussions (please see the Concept Plan at Tab 3 and the Illustrative Architectural Exhibit at Tab 4).

The proposed office development will include (please see the PUD Ordinance at Tab 5):

- Permitted Uses same as C1 Commercial District (*Section A.4*),
- Development Plan consistent with Concept Plan (*Section B*),
- Development Standards more tightly restricted than C1 Commercial District (*Section C.3.c*),
- Architecture substantially similar to Illustrative Architectural Exhibit (*Section C.6.c*), and
- Additional Standards (*Section C.13*):
 - a. Limited to one tenant and 100 percent owner-occupied
 - b. 7 AM to 7 PM business hours, Monday through Friday. Closed Saturday and Sunday
 - c. Limited to 4,500 sf for the first floor building footprint, including garage. Loft space above first floor limited to 1,000 sf
 - d. Loft space limited to open conference space
 - e. Pitched roof and residential appearance
 - f. Height limited to 24 feet, which is two feet less than the adjacent dental office
 - g. Oriented with the front façade facing east
 - h. Existing hardwood/deciduous trees preserved to the greatest extent possible
 - i. Driveway and parking spaces oriented north/south on the east side, parallel with the adjacent dental office, with a right-in right-out only
 - j. Maximum of 24 parking spaces
 - k. Area between parking and building to be green space, landscaping, rain garden, etc.
 - l. Signage limited to one free-standing ground/monument sign. Building signs not permitted
 - m. Lighting in parking areas to be minimal and designed/controlled to be dimmed two hours after dusk until one hour before dawn

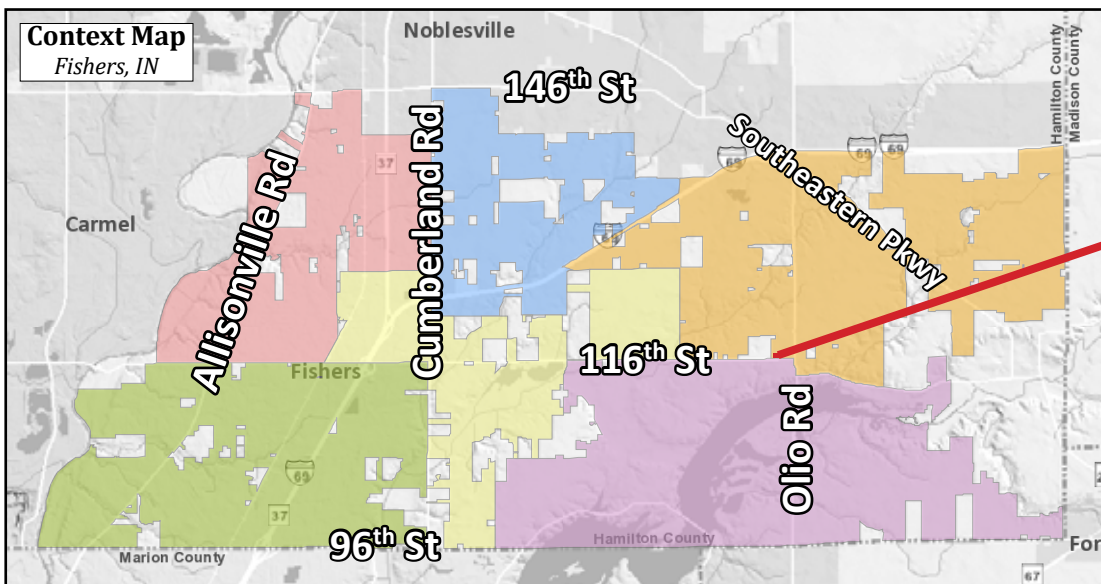
If approved, then site development work is anticipated to begin early next year.

Thank you for your consideration.

TAB 2

AERIAL LOCATION MAP

DRIVE PLANNING PUD



REAL ESTATE

AERIAL LOCATION MAP

DRIVE PLANNING PUD

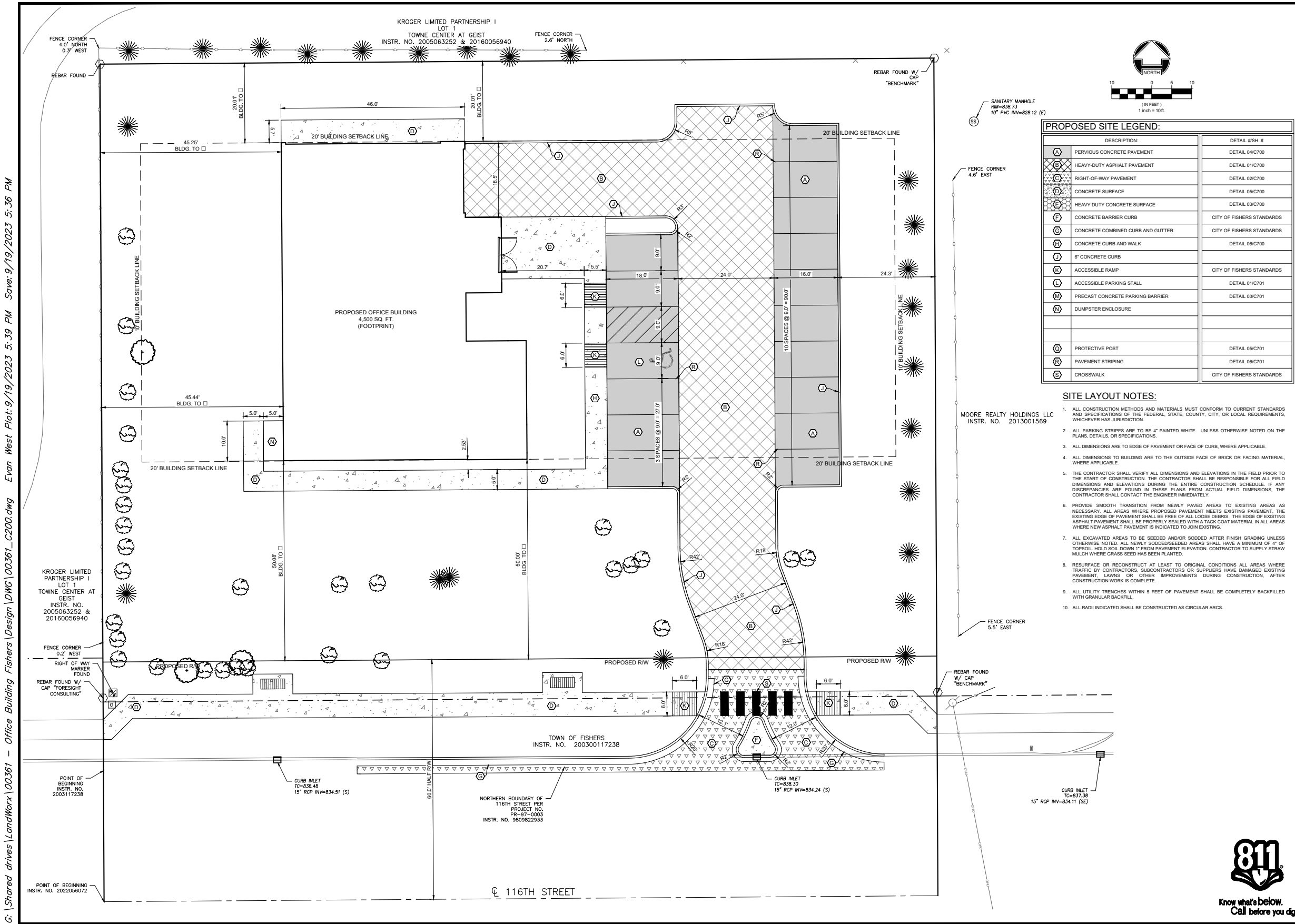


REAL ESTATE

TAB 3

CONCEPT PLAN

DRIVE PLANNING PUD



LandWorx Engineering, LLC
938 East Washington Street
Suite 100
Indianapolis, Indiana 46202
317.656.0377

Client Name & Address
KRM ARCHITECTURE
1515 N. PENNSYLVANIA ST.
INDIANAPOLIS, IN 46202
317.968.9868
KRMARCHITECTURE.COM



Date	
Description	
No.	

OFFICE BUILDING - FISHERS
13562 E. 116 ST.
FISHERS, INDIANA
SITE PLAN

Professional Seal & Signature

Drawn By: LPC
Checked By: KAC
Date: 05/24/2023
Scale:
Project No: LW-00361

Sheet
C200



Know what's below.
Call before you dig.

CONCEPT PLAN

DRIVE PLANNING PUD



DRIVE PLANNING

SCHEMATIC DESIGN



TAB 4



View from East

ILLUSTRATIVE ARCHITECTURAL EXHIBIT

DRIVE PLANNING PUD



SHINGLE
ROOF

EXPOSED
WOOD
FRAMING

METAL
TRIM

MASONRY

METAL
PANEL
CLADDING



View from East

DRIVE PLANNING
SCHEMATIC DESIGN

DI BUILD





View from South



View from West

TAB 5

ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AMENDING THE OFFICIAL ZONING MAP TO REZONE 1.0 +/- ACRES FROM R2 TO PUD-C FOR A PROJECT KNOWN AS DRIVE PLANNING PUD DISTRICT.

WHEREAS, this is an ordinance to amend the Official Zoning Map incorporated into the Unified Development Ordinance, ("UDO"), for the City of Fishers (the "City"), previously enacted pursuant to Ind. Code § 36-7-4 *et seq.* as amended.

WHEREAS, the Advisory Plan Commission for the City of Fishers ("Plan Commission") has conducted a public hearing on Docket No. RZ-23-6 as required by law in regard to the rezone; and

WHEREAS, the Plan Commission at its December 6, 2023 meeting sent a _____ recommendation to the Common Council by a vote of _____ () in favor and _____ () opposed.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, MEETING IN REGULAR SESSION AS FOLLOWS:

SECTION 1. The City's Official Zoning Map is hereby amended to designate the Real Estate, as described and shown in **Exhibit A**, to PUD-C.

SECTION 2. This Ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SECTION 3. The specific zoning standards, concept plan, and illustrative architectural exhibit shall be approved as shown in **Exhibit B** ("Petitioner's Packet"), attached.

SO BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA this ____ day of _____, 2023.

ORDINANCE NO. _____

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023, at _____ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk



MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

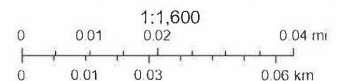
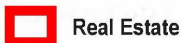
Exhibit A – Real Estate Description and Depiction

A part of the East Half of the Southeast Quarter of Section 35, Township 18 North, Range 5 East, described as follows:

Begin at a point 208.72 feet East of the Southwest corner of the East Half of the Southeast Quarter Section 35, Township 18 North, Range 5 East, run thence North parallel with the West line of said East Half 208.72 feet to a point. Thence East parallel with the South line of said South East Quarter 208.72 feet to an iron stake. Thence South 208.72 feet to the intersection with the South line of said quarter. Thence West along this South line 208.72 feet to the place of beginning, containing 1 acre more or less.

13484 E 116th St

13-11-35-00-00-039.000



2023

Exhibit B – DRIVE PLANNING PUD



Planning & Zoning Department

City of Fishers

Ordinance: _____



A. Declaration, Purpose and Intent, Applicability, and Allowed Uses

1. Declaration

- a. Ordinance No. _____ (this "Ordinance")
- b. Adopted: _____

2. Purpose and Intent

The Unified Development Ordinance (the "UDO") of the City of Fishers, Indiana, Ordinance No. 062121B, as amended, and the Official Zoning Map of the City of Fishers, Indiana, as amended, which accompanies and is a part of the Zoning Code of the City of Fishers, Indiana, are hereby amended as follows:

The zoning classification of the real estate legally described in Exhibit B.1, attached hereto and incorporated herein (the "Real Estate"), is hereby designated as Planned Unit Development – Commercial District (PUD-C) and shall hereafter be known as the "Drive Planning PUD".

Development of the Real Estate shall be governed entirely by the provisions of this Ordinance and those provisions of the UDO specifically referenced in this Ordinance. All provisions of the UDO that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance.

3. Applicability

The standards of the UDO applicable to the *C1 Commercial District* shall apply to the development, as shown on the Concept Plan, except as modified, revised, or expressly made inapplicable by this Ordinance. Cross-references to "Chapter", "Article", and "Section" in this Ordinance shall refer to the corresponding Chapter, Article and Section as specified and referenced in the UDO. Capitalized terms that are not otherwise defined herein and are defined in the UDO shall have the meaning ascribed to them in the UDO. An amendment to the UDO shall apply to this Ordinance unless this Ordinance has specified an alternative development or design standard, and *Sec. 1.3.6. Transition Ordinance* also shall apply to amendments.

4. Allowed Uses

All uses permitted in the *C1 Commercial District* shall be permitted.

B. Concept Plan

The Concept Plan, attached hereto as Exhibit B.2, is hereby incorporated. The Real Estate's Development Plan shall be substantially consistent with the Concept Plan and shall be reviewed and approved based upon compliance with the development and design standards set forth herein. If the Director determines that a Development Plan is not substantially consistent with the Concept Plan (the "Director's Determination"), then the Director shall notify the applicant in writing within ten (10) business days of receipt of the submitted Development Plan of: (1) the Director's Determination; and (2) whether the Development Plan is (a) approved; or (b) not approved (the "Director's Decision"). The Director's Decision shall be based upon the Development Plan's compatibility and consistency with the intended quality and character of the Drive Planning PUD. If the Director's Decision does not approve the Development Plan, then the applicant may submit the Development Plan to the City Council for review and approval. The City Council's decision shall be made at a public meeting, but no additional public hearing shall be required.

C. Standards for the District

1. Introductory Provisions

The regulations of *CHAPTER 1. INTRODUCTORY PROVISIONS* shall apply.

2. Administration

The regulations of *CHAPTER 2. ADMINISTRATION* shall apply.

3. Zoning Districts

The regulations of *CHAPTER 3. ZONING DISTRICTS* shall apply, except as modified by this Ordinance.

a. Article 3.1. Establishment of Zoning Districts: Shall apply.

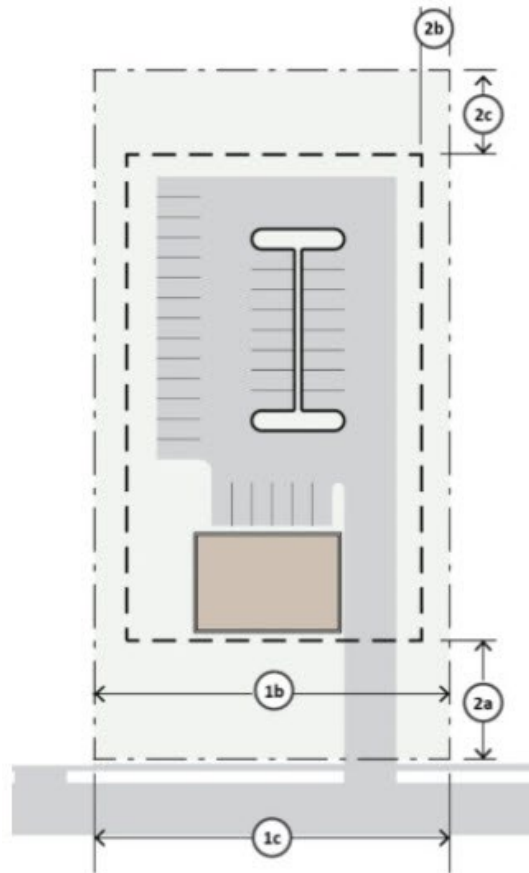
b. Article 3.2. Residential Districts: Shall not apply.

c. Article 3.3. Nonresidential Districts: Shall apply, except as modified below:

(1) *Sec. 3.3.1. C1 Commercial District:* Shall not apply; instead, the following shall apply:

Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	100'
2. Minimum Building Setbacks	
2a. Front ¹	50'
2b. Side ¹ / aggregate	10'
2c. Rear ¹	20'
2d. Internal	Zero
3. Maximum Building Height	
3a. Primary structure	24'
4. Building Floor Area	
4a. Main floor area (min)	n/a
4b. Floor area per unit (min)	n/a
4c. Building footprint (ground level), including garage (max)	4,500 sf
4d. Building loft space (max)	1,000 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%
Notes:	
1. Additional buffer yard requirements may apply.	



d. **Article 3.4. Other Districts:** Shall apply.

4. Overlay Zoning Districts

The regulations of *CHAPTER 4. OVERLAY ZONING DISTRICTS* shall apply.

5. Use Regulations

The regulations of *CHAPTER 5. USE REGULATIONS* shall apply.

6. Development Standards

The regulations of *CHAPTER 6. DEVELOPMENT STANDARDS* shall apply, except as modified by this Ordinance.

a. **Article 6.1. General Provisions:** Shall apply.

b. **Article 6.2. Accessory Structure Standards:** Shall apply.

c. **Article 6.3. Architectural Design Standards:** Shall apply, except as modified below:

- (1) The Illustrative Architectural Exhibit, attached hereto as **Exhibit B.3**, is hereby incorporated to illustrate conceptually the elements and anticipated character of and to establish a benchmark for the architecture and design of the building on the Real Estate. The final design may vary from the Illustrative Architectural Exhibit; however, the building shall be substantially similar in quality and character to the building shown in the Illustrative Architectural Exhibit.

d. **Article 6.4. Entrance & Driveway Standards:** Shall apply.

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f. **Article 6.6. Height Standards:** Shall apply.

- g. **Article 6.7. Landscaping Standards:** Shall apply. Additionally, existing saved trees shall count toward any planting requirement at a one-to-one ratio.
- h. **Article 6.8. Lot Standards:** Shall apply.
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- j. **Article 6.10. Outdoor Display & Storage Standards:** Shall apply.
- k. **Article 6.11. Parking & Loading Standards:** Shall apply.
- l. **Article 6.12. Pedestrian Accessibility Standards:** Shall apply.
- m. **Article 6.13. Permitted Non-residential Structure Standards:** Shall apply.
- n. **Article 6.14. Property Identification Standards:** Shall apply.
- o. **Article 6.15. Public Art Standards:** Shall apply.
- p. **Article 6.16. Setback Standards:** Shall apply.
- q. **Article 6.17. Signage Standards:** Shall apply.
- r. **Article 6.18. Wall & Fence Standards:** Shall apply.
- s. **Article 6.19. Water & Sewer Standards:** Shall apply.
- t. **Article 6.20. Vision Clearance Standards:** Shall apply.

7. Subdivision Regulations

The regulations of *CHAPTER 7. SUBDIVISION DISTRICTS* shall apply.

8. Subdivision & Planned Unit Development Design Standards

The regulations of *CHAPTER 8. SUBDIVISION & PLANNED UNIT DEVELOPMENT DESIGN STANDARDS* shall apply.

- a. **Article 8.1. General Provisions:** Shall apply.
- b. **Article 8.2. Block, Lot & Access Standards:** Shall apply.
- c. **Article 8.3. Street & Alley Standards:** Shall apply.
- d. **Article 8.4. Open Space, Common Area & Amenity Standards:** Shall apply.
- e. **Article 8.5. Other Design Standards:** Shall apply.

9. Floodplain Standards

The regulations of *CHAPTER 9. FLOODPLAIN STANDARDS* shall apply.

10. Procedures & Permits

The regulations of *CHAPTER 10. PROCEDURES & PERMITS* shall apply.

11. Enforcement & Penalties

The regulations of *CHAPTER 11. ENFORCEMENT & PENALTIES* shall apply.

12. Definitions

The regulations of *CHAPTER 12. DEFINITIONS* shall apply.

13. Additional Standards

The following additional standards shall apply:

- a. The use of the Real Estate shall be limited to one tenant and shall be 100 percent owner-occupied.
- b. Business hours shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday. The business shall be closed on Saturday and Sunday.

- c. The building shall be limited to 4,500 square feet for the first floor building footprint, including garage. The loft space above the first floor shall be limited to 1,000 square feet. These limitations only include space under roof and shall not include outdoor amenity space such as patios, porches, rooftop decks, etc. that are not under roof.
- d. The use of the loft space shall be limited to open conference space.
- e. The building shall have a pitched roof and residential appearance.
- f. The building height shall be limited to 24 feet, which is two feet less than the adjacent dental office.
- g. The building shall be oriented with the front façade facing east.
- h. Existing hardwood/deciduous trees on the Real Estate shall be preserved to the greatest extent possible.
- i. The driveway and parking spaces shall be oriented north/south on the east side of the Real Estate, parallel with the adjacent dental office, with a right-in right-out only.
- j. There shall be a maximum of 24 parking spaces.
- k. The area located in between the parking lot and the building shall be green space, landscaping, rain garden, or similar.
- l. Signage shall be limited to one free-standing ground or monument sign on the Real Estate. Building signs shall not be permitted.
- m. Lighting in parking areas shall be minimal in order to meet minimum UDO requirements and designed/controlled to be dimmed two hours after dusk until one hour before dawn.

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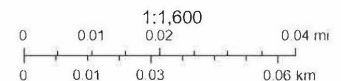
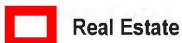
Exhibit B.1 – Real Estate Description and Depiction

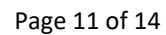
A part of the East Half of the Southeast Quarter of Section 35, Township 18 North, Range 5 East, described as follows:

Begin at a point 208.72 feet East of the Southwest corner of the East Half of the Southeast Quarter Section 35, Township 18 North, Range 5 East, run thence North parallel with the West line of said East Half 208.72 feet to a point. Thence East parallel with the South line of said South East Quarter 208.72 feet to an iron stake. Thence South 208.72 feet to the intersection with the South line of said quarter. Thence West along this South line 208.72 feet to the place of beginning, containing 1 acre more or less.

13484 E 116th St

13-11-35-00-00-039.000





ORDINANCE NO. _____

Exhibit B.2 – Concept Plan, cont.



DRIVE PLANNING
SCHEMATIC DESIGN



Exhibit B.3 – Illustrative Architectural Exhibit



Exhibit B.3 – Illustrative Architectural Exhibit, cont.



ORDINANCE NO. 112023B

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AMENDING THE OFFICIAL ZONING MAP TO REZONE 1.0 +/- ACRES FROM R2 TO PUD-C FOR A PROJECT KNOWN AS DRIVE PLANNING PUD DISTRICT.

WHEREAS, this is an ordinance to amend the Official Zoning Map incorporated into the Unified Development Ordinance, ("UDO"), for the City of Fishers (the "City"), previously enacted pursuant to Ind. Code § 36-7-4 *et seq.* as amended.

WHEREAS, the Advisory Plan Commission for the City of Fishers ("Plan Commission") has conducted a public hearing on Docket No. ____-____-____ as required by law in regard to the rezone; and

WHEREAS, the Plan Commission at its December 6, 2023 meeting sent a _____ recommendation to the Common Council by a vote of _____ () in favor and _____ () opposed.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, MEETING IN REGULAR SESSION AS FOLLOWS:

SECTION 1. The City's Official Zoning Map is hereby amended to designate the Real Estate, as described and shown in **Exhibit A**, to PUD-C.

SECTION 2. This Ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SECTION 3. The specific zoning standards, concept plan, and illustrative architectural exhibit shall be approved as shown in **Exhibit B** ("Petitioner's Packet"), attached.

SO BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA this ____ day of _____, 2023.

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023, at _____ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk



MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

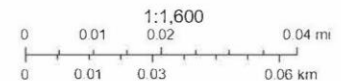
Exhibit A – Real Estate Description and Depiction

A part of the East Half of the Southeast Quarter of Section 35, Township 18 North, Range 5 East, described as follows:

Begin at a point 208.72 feet East of the Southwest corner of the East Half of the Southeast Quarter Section 35, Township 18 North, Range 5 East, run thence North parallel with the West line of said East Half 208.72 feet to a point. Thence East parallel with the South line of said South East Quarter 208.72 feet to an iron stake. Thence South 208.72 feet to the intersection with the South line of said quarter. Thence West along this South line 208.72 feet to the place of beginning, containing 1 acre more or less.

13484 E 116th St

13-11-35-00-00-039.000



2023

Exhibit B – DRIVE PLANNING PUD



Planning & Zoning Department

City of Fishers

Ordinance: _____



A. Declaration, Purpose and Intent, Applicability, and Allowed Uses

1. Declaration

- a. Ordinance No. _____ (this "Ordinance")
- b. Adopted: _____

2. Purpose and Intent

The Unified Development Ordinance (the "UDO") of the City of Fishers, Indiana, Ordinance No. 062121B, as amended, and the Official Zoning Map of the City of Fishers, Indiana, as amended, which accompanies and is a part of the Zoning Code of the City of Fishers, Indiana, are hereby amended as follows:

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All uses permitted in the *C1 Commercial District* shall be permitted.

B. Concept Plan

The Concept Plan, attached hereto as Exhibit B.2, is hereby incorporated. The Real Estate's Development Plan shall be substantially consistent with the Concept Plan and shall be reviewed and approved based upon compliance with the development and design standards set forth herein. If the Director determines that a Development Plan is not substantially consistent with the Concept Plan (the "Director's Determination"), then the Director shall notify the applicant in writing within ten (10) business days of receipt of the submitted Development Plan of: (1) the Director's Determination; and (2) whether the Development Plan is (a) approved; or (b) not approved (the "Director's Decision"). The Director's Decision shall be based upon the Development Plan's compatibility and consistency with the intended quality and character of the Drive Planning PUD. If the Director's Decision does not approve the Development Plan, then the applicant may submit the Development Plan to the City Council for review and approval. The City Council's decision shall be made at a public meeting, but no additional public hearing shall be required.

C. Standards for the District

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The regulations of *CHAPTER 2. ADMINISTRATION* shall apply.

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The regulations of *CHAPTER 3. ZONING DISTRICTS* shall apply, except as modified by this Ordinance.

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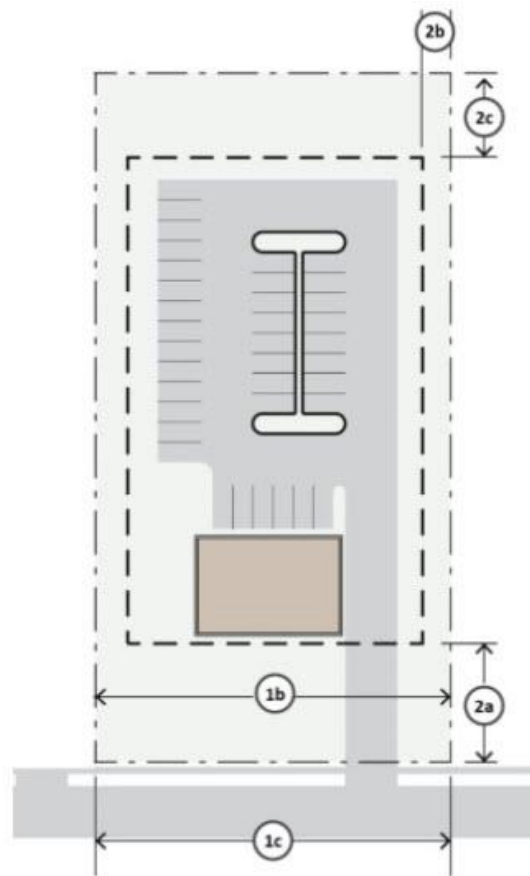
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Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
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1c. Lot frontage	100'
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2a. Front ¹	50'
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2c. Rear ¹	20'
2d. Internal	Zero
3. Maximum Building Height	
3a. Primary structure	24'
4. Building Floor Area	
4a. Main floor area (min)	n/a
4b. Floor area per unit (min)	n/a
4c. Building footprint (ground level), including garage (max)	4,500 sf
4d. Building loft space (max)	1,000 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%
Notes:	
1. Additional buffer yard requirements may apply.	



d. **Article 3.4. Other Districts:** Shall apply.

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The regulations of *CHAPTER 4. OVERLAY ZONING DISTRICTS* shall apply.

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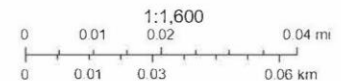
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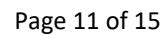


Exhibit B.2 – Concept Plan, cont.



DRIVE PLANNING
SCHEMATIC DESIGN



Exhibit B.3 – Illustrative Architectural Exhibit



Exhibit B.3 – Illustrative Architectural Exhibit, cont.





Council Action Form

MEETING DATE	November 20, 2023			
TITLE	Request to approve a resolution adopting the Fiscal Plan for Fishers Community Center Annexation. (ANX-23-11)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R112023C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold Final Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	October 9, 2023 - 1st Reading & Public Hearing - City Council November 20, 2023 - Fiscal Plan - City Council November 20, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold the Final Reading of the Resolution to adopt the Fiscal Plan for Fishers Community Center Annexation.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Fiscal Plan 2. Resolution	



MEMORANDUM

Date: November 20, 2023

From: Ross Hilleary, Director of Planning & Zoning

To: Members of the City Council

Re: Fishers Community Center Annexation, ANX-23-11

This document shall serve as the official Fiscal Plan for the **Fishers Community Center Annexation**, a 100% voluntary annexation, as required by Indiana Code 36-4-3-13-d. The Fiscal Plan must show the following, as taken from Indiana Code:

(1) "The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency."

- A. Police Department – Currently, the Hamilton County Sheriff's Department is primarily responsible for law enforcement on these properties. Upon annexation of this area, the Fishers Police Department would be responsible for law enforcement. The agency would need to respond to potential emergency calls regarding theft or other criminal activity. The agency would be able to respond to any calls as part of its current operating budget, and the new residential development would not cause any financial hardship to the agency. There is no additional direct cost to the Police Department resulting from this annexation, as the agency currently services the surrounding areas adjacent to the new residential development.
- B. Fire Department – The Fishers Fire Department already provides fire protection and emergency medical services (EMS) to this property. Therefore, there is no additional cost to the Fire Department resulting from this annexation.
- C. Department of Public Works – New private roads are proposed as part of this development that will be owned by the City of Fishers. Once the development is complete the Department of Public Works will be responsible for road maintenance, street cleaning, and snow removal as per typical on any public right-of-way.

Trash collection is handled by private contractors and is not in the tax base.

Sanitary Sewer is required as part of this development. The collection system for this property will be handled by Fishers Sanitary System. Property owners pay the city to treat its effluent.

- D. Planning & Zoning Department – The Planning & Zoning Department already provides planning and zoning services to unincorporated Hamilton County in this area (per Ordinance No. 111208, adopted November 12, 2008). Therefore, no additional costs will be incurred.
- E. Fishers Parks – The facility will be managed by the City of Fishers Parks Department and Health Department, and will included a proposed dog park but no direct additional costs will be incurred by the Parks and Recreation Department.
- F. Administration, Controller, Engineering, Information Technology – No additional costs to those departments will be incurred as a result of this annexation.

(2) “The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used.”

The expenses for this development can be paid by the General Fund as part of general operating costs for the Police Department and Public Works Department. No specific earmark is needed.

The most recently assessed value for this property is \$461,300 (land & improvements). Revenues would be received from the following sources: Property Taxes, County Option Income Taxes (COIT), Alcoholic Beverage Taxes, Cigarette Taxes, Vehicle Excise Taxes, Motor Vehicle Highway Taxes, and Local Road & Street Taxes.

(3) “The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin.”

Sewer service = Proposed
 Water service = Proposed
 Electricity service (Duke Energy) = Proposed
 Phone service (AT&T) = Proposed
 Cable service (Comcast) = Proposed

(4) “That planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the corporate boundaries, will be provided to the annexed territory within one (1) year after the effective date of the annexation and that they will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density.”

All such services would be provided to the property immediately upon the effective date of the annexation, which is typically 31 days following approval by the City Council, and after the petition is recorded with the Hamilton County Recorder’s Office. The effective date of this annexation is anticipated to be approximately December 21, 2023.

(5) “That services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation and in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.”

All such services exist on the property or will be installed by Fall 2024.

- (6) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated tax rates and categories affecting the new subdivision:

	2025 Tax Rate	2026 Tax Rate	2027 Tax Rate	2028 Tax Rate	2029 Tax Rate
County	0.2611	0.2611	0.2611	0.2611	0.2611
Township	0.0225	0.0225	0.0225	0.0225	0.0225
School District	1.2457	1.2457	1.2457	1.2457	1.2457
City	n/a	0.7215	0.7215	0.7215	0.7215
Library	0.0581	0.0581	0.0581	0.0581	0.0581
Solid Waste	0.0030	0.0030	0.0030	0.0030	0.0030

- (7) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated property tax revenue to the City of Fishers over the next 4 years. There is a one-year lag between the time taxes are assessed and collected by the City.

	2025 (Construction)	2026 (Community Building)	2027 (Community Building)	2028 (Community Building)	2029 (Community Building)
City revenue	\$0	\$0	\$0	\$0	\$0

- (8) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation.”**

This annexation will not affect other “political subdivisions” in the county not part of this annexation.

- (9) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. A list of all parcels of property in the annexation territory and the following information regarding each parcel:”**

(A) “The name of the owner of the parcel.”

- A. Hagerman GM REC Center LLC
- B. Hagerman GM Rec Center LLC

(B) “The parcel identification number.”

- A. 13-11-33-00-00-005.000
- B. 13-11-33-00-00-010.002

(C) “The most recent assessed value of the parcel.”

\$461,300 total gross assessed value (January 1, 2023)
 \$147,400 assessed value: Land (January 1, 2023)
 \$313,900 assessed value: Improvements (January 1, 2023)

RESOLUTION NO. R112023C

A RESOLUTION ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF PROPERTY CONTIGUOUS TO THE CITY OF FISHERS, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 24.99 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around October 9, 2023, the City Council held a duly noticed public hearing regarding the Annexed Territory;

WHEREAS, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council now desires to adopt a Written Fiscal Plan for the Annexed Territory.

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

Section One: The Council hereby adopts the Fiscal Plan for the Fishers Community Center Annexation, as more particularly described in Exhibit C, attached hereto and incorporated herein. This Fiscal Plan is to be adopted prior to the adoption of the annexation ordinance for the Fishers Community Center Annexation.

Section Two: This Resolution shall be in full force and effect from the date of passage by the Common Council and its publication, as provided by law. All provisions or parts thereof in conflict herewith are hereby repealed.

SO RESOLVED by the Common Council of the City of Fishers, Indiana, on this 20th day of November, 2023.

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

R112023C

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

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

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

November 20, 2023

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

EXHIBIT A
Legal Description of Real Estate

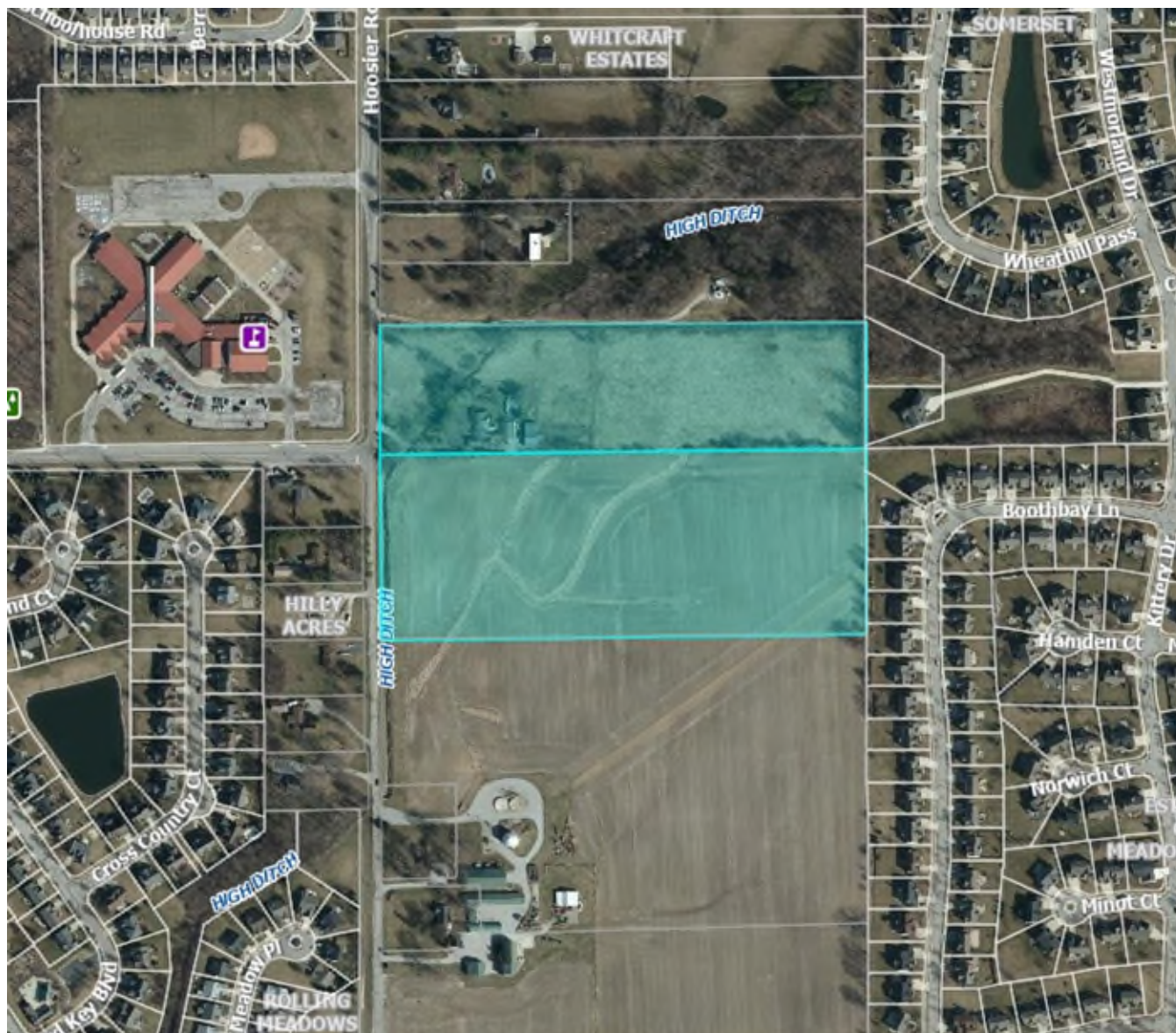
A PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LOCATED IN HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, AS MARKED BY A HARRISON MONUMENT FOUND; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 05 MINUTES 41 SECONDS WEST (STATE PLANE BEARING, INDIANA EAST) 330.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF SAID QUARTER SECTION NORTH 89 DEGREES 13 MINUTES 32 SECONDS EAST 1320.11 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST 330.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION SOUTH 00 DEGREES 16 MINUTES 33 SECONDS EAST 494.90 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID WEST HALF SOUTH 89 DEGREES 13 MINUTES 32 SECONDS WEST 1320.75 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST 494.91 FEET, TO THE POINT OF BEGINNING, CONTAINING 24.999 ACRES, MORE OR LESS.

Also including: The entire width of any unincorporated rights-of-way that are contiguous with the above-described real estate.

120102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002

EXHIBIT B
Graphic Depiction of Real Estate



120102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002

EXHIBIT C
Fiscal Plan



Council Action Form

MEETING DATE	November 20, 2023			
TITLE	Request to approve a voluntary annexation of 24.99 acres known as the Fishers Community Center Property. Subject site is located southeast of the intersection of E 121 st Street and Hoosier Road (ANX-23-11)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 100923C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☒ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold Final Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	October 9, 2023 - 1st Reading & Public Hearing - City Council November 20, 2023 - Fiscal Plan - City Council November 20, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold Final Reading and approve the annexation of the Fishers Community Center (ANX-23-11).	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

ORDINANCE NO. 100923C
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 24.99 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around October 9, 2023, the City Council held a duly noticed public hearing regarding the Annexed Territory;

WHEREAS, the Common Council has determined, in accordance with Ind. Code §36-4-3-5.1, the petition requesting voluntary annexation is signed by 100% of the owners of land within the Annexed Territory;

WHEREAS, in accordance with Ind. Code §36-4-3-1.5, the Common Council has determined that that Annexed Territory is contiguous as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City;

WHEREAS, on or around November 20, 2023, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as Fishers Community Center Annexation.

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

- Section 1.** **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.
- Section 2.** **Annexed Territory.** The real estate containing approximately 24.99 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the Fishers Community Center Annexation, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.
- Section 2.** **Council District.** The above-described real estate is hereby assigned to City Council District 4 and shall become a part thereof immediately upon the effective date of this ordinance.

Section 3. **Effective Date.** This ordinance shall be in full force and effect December 21, 2023, and as provided by Indiana law.

Section 4. All ordinances or parts thereof in conflict herewith are hereby repealed.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 20th day of November 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

Exhibit A
Legal Description of Real Estate

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LOCATED IN HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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120102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037

13-11-33-00-00-005.000 & 13-11-33-00-00-010.002

EXHIBIT B
Graphic Depiction of Real Estate



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