

TOWN COUNCIL AGENDA

Brownsburg Town Council Meetings are live-streamed and archived.

DATE OF MEETING: Thursday, October 26, 2023, 7:00 p.m.

PLACE OF MEETING: Brownsburg Town Hall
61 N. Green Street
Brownsburg, IN 46112

1. CALL TO ORDER BY PRESIDING OFFICER

2. INVOCATION/PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CITIZENS COMMENTS RELATING TO AGENDA FOR OCTOBER 26, 2023

4.1. Support Your Local Chamber of Commerce Day Proclamation

Documents:

[4.1 - CHAMBER OF COMMERCE DAY 2023 PROCLAMATION.PDF](#)

5. CONSENT ITEMS

5.1. October 12, 2023 Meeting Minutes

Documents:

[5.1 MEETING MINUTES.PDF](#)

5.2. October 19, 2023 Special Meeting Minutes

Documents:

[5.2 WORKING SESSION MINUTES.PDF](#)

5.3. Civil Town and Fire Territory Claim Dockets – October 13, 2023 through October 26,

2023

Documents:

[5.3 CLAIMS DOCKET.PDF](#)

6. BID OPENING AND/OR AWARD

7. REPORTS FROM COMMISSIONS AND BOARDS

7.1. Police Department Report – Chief Joe Grimes

Documents:

[7.1 - POLICE DEPARTMENT REPORT.PDF](#)

7.2. Fire Territory Report – Chief Larry Alcorn

Documents:

[7.2 - FIRE TERRITORY REPORT_09-2023 ACTIVITY.PDF](#)

8. TOWN ADMINISTRATIVE ITEMS

8.1. Human Resources Report – Bailey Houpt, Human Resources Manager

Documents:

[8.1 - HUMAN RESOURCES REPORT.PDF](#)

8.2. Community Relations Report – Shelby Abner, Community Relations Manager

Documents:

[8.2 - 2023 Q3 COMMUNITY RELATIONS REPORT.PDF](#)

9. PARK AUTHORITY ITEMS

9.1. Park Authority Summary Report – Amber Lane

Documents:

[9.1 - PARK AUTHORITY REPORT.PDF](#)

10. PREVIOUSLY CONSIDERED ITEMS

- 10.1. Ordinance #2023-18 – An Ordinance Authorizing the Acquisition, Construction and Installation of Certain Improvements for the Waterworks System of the Town of Brownsburg, Indiana, the Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of The Revenues of Such System, the Safeguarding of the Interests of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes In Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith. – Proposed 2nd Reading, Proposed 3rd Reading and Final Adoption - (Shawn Pabst)**

Documents:

[10.1 - ORDINANCE 2023-18 SRF BOND 2ND AND 3RD READING.PDF](#)

11. NEW FOR CONSIDERATION

- 11.1.** Ordinance #2023-19 – An Ordinance to Approve the Salaries and Salary Ranges for the Year 2024 – Proposed 1st Reading - (Bailey Houpt)

Documents:

[11.1 - ORDINANCE 2023-19 - SALARY ORD 2024.PDF](#)

- 11.2.** Resolution #2023-26 - A Resolution of the Town Council of the Town of Brownsburg, Hendricks County, Indiana Expressing an Interest Regarding the Purchase of Certain Real Property and Authorizing the Appraisal Process (411 Johnson Lane) – (Shawn Pabst)

Documents:

[11.2 - RESOLUTION 2023-24 - APPRAISAL 411 JOHNSON LANE.PDF](#)

- 11.3.** Resolution #2023-19 - A Resolution Approving the Formation of the Brownsburg Building Corporation and Appointing Certain Directors of the Corporation – Continued from 09/14/2023 - (Debbie Cook)

Documents:

[11.3 - RESOLUTION 2023-19 - BUILDING CORP.PDF](#)

- 11.4.** First Preliminary Determination Public Hearing for a Multi-Purpose Recreation Facility – A Public Hearing Regarding A Preliminary Determination to Finance a Multi-Purpose Recreation Facility – (Debbie Cook)

- 11.5.** Ordinance #2023-20 - An Ordinance Amending Ordinance #92-18 An Ordinance to Establish a Brownsburg Police Incident Report Account and Designated Fees to be Charged Therefore - Proposed 1st Reading, Proposed 2nd Reading, Proposed 3rd Reading, and Final Adoption – Unanimous Consent Required (Aaron Kaytar)

Documents:

[11.5 - ORDINANCE 2023-20 POLICE REPORT FEE.PDF](#)

- 11.6.** Ordinance #2023-21 – An Ordinance of the Town Council of the Town of Brownsburg, Indiana Amending Title V, Chapter 54, Sections 54.20, 54.21 And 54.27 of the Town of Brownsburg Code of Ordinances Relating to Water and Water Rates– Proposed 1st Reading – (Shawn Pabst)

Documents:

[11.6 - ORDINANCE 2023-21 - WATER RATE CHANGES.PDF](#)

- 11.7.** Resolution 2023-27 - A Resolution of the Town Council of the Town of Brownsburg, Hendricks County, Indiana Approving Additional Appropriations – ADVERTISED PUBLIC HEARING - (Ann Hathaway)

Documents:

[11.6 - RESOLUTION 2023-27 - ADDITIONAL APPROPRIATION.PDF](#)

- 11.8.** Introductory Item – 625 E and Northfield Boulevard Rezone – (Jodi Dickey)

Documents:

[SE CR 625 REZONE TO MS TC INFORMATIONAL MEMO.PDF](#)

12. TOWN MANAGER ITEMS

13. CLERK-TREASURER ITEMS

14. TOWN COUNCIL ITEMS

15. TOWN ATTORNEY ITEMS

16. CITIZEN'S COMMENTS

17. ADJOURNMENT

The Town of Brownsburg acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretive services, alternative audio/visual devices, and amanuenses) for participation in or access to Town sponsored public programs, services, and/or meetings, the Town requests that individuals make requests for these services two business days ahead of the scheduled program, service, and/or meeting. To make arrangements, contact us at 317-858-6028.



A PROCLAMATION RECOGNIZING SUPPORT YOUR LOCAL CHAMBER OF COMMERCE DAY 2023

- Whereas, Chambers of Commerce strive to address the community's top challenges and greatest opportunities through bold leadership and innovative problem-solving; and
- Whereas, Chambers of Commerce foster stronger, more vibrant communities by advocating for priorities to promote economic prosperity, boost quality of life and create access to meaningful employment and opportunity for all residents; and
- Whereas, Chambers of Commerce are champions of communities, serving as a trusted resource for businesses, residents and other stakeholders; and
- Whereas, Chambers of Commerce create community partnerships to build resilient economies and promote community-wide prosperity; and
- Whereas, the Greater Brownsburg Chamber of Commerce is over 300 members strong, and proactively supports our local business community.

Now, therefore, I, Travis Tschaenn, Town Council President of the Town of Brownsburg, do hereby proclaim October 18, 2023, as

SUPPORT YOUR LOCAL CHAMBER OF COMMERCE DAY

in the Town of Brownsburg and I encourage residents to learn more about the chamber, its impact and support of local businesses.

Dated this 26th day of October 2023

ATTEST:

Travis Tschaenn, Town Council President

Ann Hathaway, Clerk-Treasurer

BROWNSBURG TOWN COUNCIL MEETING MINUTES

REGULAR MEETING

Thursday, October 12, 2023, 7:00 p.m.

Brownsburg Town Council Meetings are live-streamed and archived

- 01. CALL TO ORDER BY PRESIDING OFFICER** – Town Council President Travis Tschaenn called the meeting of the Brownsburg Town Council to order at 7:00 p.m. on October 12, 2023 in the Brownsburg Town Hall, 61 N. Green Street.
- 02. INVOCATION/PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was followed by the invocation led by Chaplain Denis Roy.
- 03. ROLL CALL** – Members of the Council present were Travis Tschaenn, Matt Simpson, Ben Lacey, Chris Worley and Mark Tieken. Also present were Clerk Treasurer, Ann Hathaway; Debbie Cook, Town Manager and Tricia Leminger, Town Attorney.
- 04. CITIZENS COMMENTS RELATING TO OCTOBER 12, 2023 AGENDA –**

Rob Kendall – 624 South Grant Street
David Weyant – 20 Raccoon Court
Clay MacCrindle – 14 Stonybrook Drive
Ross Sergi - 5773 Pebblebrook Road, Whitestown, IN 46075
Emily Simmons – 5964 Autumn Trail

04.01. Recognition of Leadership Brownsburg Academy Graduates. Travis Tschaenn presented each graduate with a certificate.
- 05. CONSENT ITEMS**

05.01. The September 28, 2023 Regular Meeting minutes were considered. Ben Lacey made a motion to approve the minutes, as presented. Matt Simpson seconded. Passed 5-0.

05.02. The Civil Town and Fire Territory Claim Dockets for September 29, 2023 through October 12, 2023, in the amount of \$3,251,646.73 were considered. Matt Simpson made a motion to approve the docket, as presented. Chris Worley seconded the motion. Passed 5-0.
- 06. BID OPENING AND/OR AWARD** – None.
- 07. REPORTS FROM COMMISSIONS AND BOARDS –**

07.01. Advisory Plan Commission Report –

07.02. Board of Zoning Appeals Report –

Debbie Cook, Town Manager, presented both reports to the Council. The UDO draft is live and feedback can be given on the site. The public meeting is scheduled for November 6, 2023 at 6:00 p.m.

08. PARK AUTHORITY ITEMS

08.01. Eagle Scout Presentation – Amber Lane, Director of Parks and Recreation introduced Eagle Scout Ryan Trippeer with Troop 397 to present the proposal for the Invasive Species Scout Project.

08.02. Park Authority Summary Report – Amber Lane, Director of Parks and Recreation presented her report to the Council. She highlighted the Master Plan Steering Committee meeting. She stated the ETC survey is complete with more than 400 surveys received. She thanked Bailey Houpt and Aaron Kaytar for their help with recent events and projects. Also, Beth Ford and Angela Barlog with the help at the National Night Out event.

09. PREVIOUSLY CONSIDERED ITEMS –

10.01. Ordinance #2023-13 – An Ordinance Approving the 2024 Town of Brownsburg and Fire Territory Budgets – **Proposed 3rd Reading and Final Adoption** – Debbie Cook, Town Manager, presented this item to the Council. Matt Simpson made a motion to approve Ordinance #2023-13. Ben Lacey seconded the motion. Passed 4-1. A roll call vote was taken; Matt Simpson, Ben Lacey, Chris Worley and Travis Tschaenn voted in favor. Mark Tieken was opposed.

10. NEW FOR CONSIDERATION –

11.01. Ordinance #2023-18 – An Ordinance Authorizing the Acquisition, Construction and Installation of Certain Improvements for the Waterworks System of the Town of Brownsburg, Indiana, the Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of The Revenues of Such System, the Safeguarding of the Interests of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes In Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith. – **Proposed 1st Reading.** Shawn Pabst, Assistant Town Manager, presented this ordinance to the Council. This is for an SRF bond to fund water main replacements prior to redevelopment of Main Street. Ben Lacey made a motion to approve Ordinance #2023-18, as presented, on proposed 1st reading. Matt Simpson seconded the motion. Passed 5-0.

11. TOWN MANAGER ITEMS – Debbie Cook, Town Manager, congratulated the Brownsburg Academy graduates.

12. CLERK-TREASURER ITEMS – None.

13. TOWN COUNCIL ITEMS –

Ben Lacey stated that the UDO needs to correlate with the transportation plan and that the UDO public input meeting should be recorded and live streamed.

Travis Tschaenn thanked the Academy graduates and the Eagle Scouts for their presentation.

14. TOWN ATTORNEY ITEMS – None.

15. CITIZENS COMMENTS –

Cindy Hohman – 15 Tyler Court
David Weyant – 20 Raccoon Court
Clay MacCrindle – 14 Stonybrook Drive
Rob Kendall – 624 South Grant Street
Emily Simmons – 5964 Autumn Trail
Marcia Hakala – 6369 Norwich Drive
Justin Henline – 333 Brooks Bend
Jim Murphy – 10726 N State Road 267
Ross Sergi – 5773 Pebblebrook Road, Whitestown, IN 46075

16. ADJOURNMENT – Matt Simpson made a motion to adjourn at 8:07 p.m.

These minutes are a summary of actions taken at the Brownsburg Town Council meetings. The full video archive of the meeting is available for viewing <https://brownsburgin.new.swagit.com/videos/274455> for as long as this media is supported.

Brownsburg Town Council

By: _____
Travis Tschaenn, President

ATTEST:

By: _____
Ann Hathaway, Clerk-Treasurer

Brownsburg Town Council Meeting Minutes

Working Session

October 19, 2023

01. CALL TO ORDER: Council President Travis Tschaenn called the Working Session of the Brownsburg Town Council to order at 6:00 pm on October 19, 2023 in the Brownsburg Town Hall, 61 N. Green Street.

02. BROWNSBURG AQUATIC CENTER DESIGN PRESENTATION – Williams Architects presented the design presentation. A Q&A and comment session followed the presentation. In person questions and questions submitted online were answered by the Architects.

Public comment –

David Weyant – 20 Raccoon Court

03. ADJOURNMENT

The Work Session was adjourned at 6:41 p.m.

These minutes are a summary of actions taken at the Brownsburg Town Council meetings. The full video archive of the meeting is available for viewing <https://brownsburgin.new.swagit.com/videos/277081> for as long as this media is supported.

Travis Tschaenn, President

Attest:

Ann Hathaway, Clerk-Treasurer

[illegible]

10/13/2023

**TOWN OF BROWNSBURG
TOWN COUNCIL
DOCKET**

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>AMOUNT</u>	<u>Invoice Date</u>	<u>ACCT. #</u>	<u>Due Date</u>	<u>P.O. #</u>
ANTHEM INSURANCE-(TOWN'S)*	10237 COVERAGE PERIOD 9/29-10/5	\$58,749.79	10/6/2023	7704.001.011	10/13/2023	
ANTHEM INSURANCE-(TOWN'S)*	10237 COVERAGE PERIOD 9/29-10/5	\$49.50	10/6/2023	7704.001.364	10/13/2023	
AQUA INDIANA, INC.*	10219 STA133 SEWER 8/28/23-9/29/23	\$90.00	10/2/2023	2243.207.350	10/13/2023	
AXIA TECHNOLOGY PARTNERS LLC*	10224 2023 PHONE CHGS & ANNUAL UPD 78229599	\$181.75	10/1/2023	1101.010.324	10/13/2023	
AXIA TECHNOLOGY PARTNERS LLC*	10224 2023 PHONE CHGS & ANNUAL UPD 78229599	\$181.75	10/1/2023	6101.010.324	10/13/2023	
AXIA TECHNOLOGY PARTNERS LLC*	10220 MONTHLY TELEPHONE 10/2023	\$352.00	10/1/2023	2243.207.324	10/13/2023	
AXIA TECHNOLOGY PARTNERS LLC*	10224 2023 PHONE CHGS & ANNUAL UPD 78229599	\$181.75	10/1/2023	6201.010.324	10/13/2023	
AXIA TECHNOLOGY PARTNERS LLC*	10224 2023 PHONE CHGS & ANNUAL UPD 78229599	\$181.75	10/1/2023	6501.010.324	10/13/2023	
COMCAST*	10218 TV SERVICE X7 INCL HD TECH FEE	\$63.12	9/28/2023	2243.207.325	10/13/2023	
DATABANK HOLDINGS, LTD*	10223 167709 & 167710 XC COPPER & XC FIBER	\$63.75	10/1/2023	1101.010.324	10/13/2023	
DATABANK HOLDINGS, LTD*	10223 167709 & 167710 XC COPPER & XC FIBER	\$63.75	10/1/2023	6201.010.324	10/13/2023	
DATABANK HOLDINGS, LTD*	10223 167709 & 167710 XC COPPER & XC FIBER	\$33.75	10/1/2023	2243.207.364	10/13/2023	
DATABANK HOLDINGS, LTD*	10223 167709 & 167710 XC COPPER & XC FIBER	\$63.75	10/1/2023	6101.010.324	10/13/2023	
DEAN'S RENT-ALL*	10233 SODCUTTER	\$268.00	10/9/2023	1101.509.291	10/13/2023	49433
DUKE ENERGY*	10238 #9101 2272 1421 (626 STREET LIGHTS)	\$1,839.21	10/4/2023	1101.011.351	10/13/2023	
DUKE ENERGY*	10238 #9101 2272 1421 (626 STREET LIGHTS)	\$1,839.21	10/4/2023	6101.011.351	10/13/2023	
DUKE ENERGY*	10238 #9101 2272 1421 (626 STREET LIGHTS)	\$1,839.21	10/4/2023	6201.011.351	10/13/2023	
ELEYO*	10234 CREDIT CARD FEES	\$3,635.04	10/10/2023	2211.510.395	10/13/2023	49256
ELEYO*	10235 MONTHLY FEES SEPTEMBER	\$849.00	10/10/2023	2211.510.398	10/13/2023	49257
GAINES*NICOLE	10228 BUNDY LODGE DEPOSIT	\$150.00	10/10/2023	2500.001.019	10/13/2023	
HENDRICKS POWER CO-OP*	10225 MASTER ACCT# 2948101 - MO. GROUP BILL	\$8,894.51	10/3/2023	6101.011.351	10/13/2023	
HENDRICKS POWER CO-OP*	10225 MASTER ACCT# 2948101 - MO. GROUP BILL	\$3,336.48	10/3/2023	6201.011.351	10/13/2023	
HENDRICKS POWER CO-OP*	10225 MASTER ACCT# 1914000 - MO. GROUP BILL	\$53.00	10/3/2023	6101.011.351	10/13/2023	
HENDRICKS POWER CO-OP*	10225 MASTER ACCT# 1914000 - MO. GROUP BILL	\$366.69	10/3/2023	6201.011.351	10/13/2023	
HENDRICKS POWER CO-OP*	10225 MASTER ACCT# 2948101 - MO. GROUP BILL	\$1,245.81	10/3/2023	1101.011.351	10/13/2023	
HENDRICKS POWER CO-OP*	10225 MASTER ACCT# 1940600 - MO. GROUP BILL	\$990.10	10/3/2023	2243.207.351	10/13/2023	

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>AMOUNT</u>	<u>Invoice Date</u>	<u>ACCT. #</u>	<u>Due Date</u>	<u>P.O. #</u>
HULIN*DANI	10229 BUNDY LODGE DEPOSIT	\$150.00	10/10/2023	2500.001.019	10/13/2023	
INDIANA DEPT. OF CHILD SERVICES*	10242 INDIANA CHILD SUPPORT	\$390.00	10/12/2023	8901.000.933	10/13/2023	
INDIANA DEPT. OF CHILD SERVICES*	10242 INDIANA CHILD SUPPORT	\$202.00	10/12/2023	8901.000.933	10/13/2023	
INDIANA DEPT. OF CHILD SERVICES*	10242 INDIANA CHILD SUPPORT	\$222.00	10/12/2023	8901.000.933	10/13/2023	
INDIANA DEPT. OF CHILD SERVICES*	10242 INDIANA CHILD SUPPORT	\$2,024.00	10/12/2023	8901.000.933	10/13/2023	
INDIANA MEMBERS CREDIT UNION*	10243 10/13/23 PAYROLL	\$14,155.12	10/12/2023	7704.000.262	10/13/2023	
INDIANA MEMBERS CREDIT UNION*	10243 10/13/23 PAYROLL	\$18,290.90	10/12/2023	8901.000.929	10/13/2023	
INDIANA MEMBERS CREDIT UNION*	10243 10/13/23 PAYROLL	\$623.16	10/12/2023	7704.000.262	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,982.96	10/12/2023	2201.000.221	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$2,402.97	10/12/2023	6201.000.221	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$3,935.75	10/12/2023	2243.000.217	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$3,935.75	10/12/2023	2243.000.218	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$3,613.19	10/12/2023	2243.000.219	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$287.08	10/12/2023	2201.000.220	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$287.08	10/12/2023	2201.000.219	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$8,732.19	10/12/2023	1101.000.217	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$8,732.19	10/12/2023	1101.000.218	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$4,342.11	10/12/2023	1101.000.219	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$4,342.11	10/12/2023	1101.000.220	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$27,163.12	10/12/2023	1101.000.221	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,227.45	10/12/2023	2201.000.217	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,227.45	10/12/2023	2201.000.218	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$3,613.19	10/12/2023	2243.000.220	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$24,463.41	10/12/2023	2243.000.221	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,601.70	10/12/2023	6101.000.221	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$307.82	10/12/2023	6101.000.220	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,549.36	10/12/2023	6201.000.218	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$362.37	10/12/2023	6201.000.219	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$362.37	10/12/2023	6201.000.220	10/13/2023	

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>AMOUNT</u>	<u>Invoice Date</u>	<u>ACCT. #</u>	<u>Due Date</u>	<u>P.O. #</u>
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$307.82	10/12/2023	6101.000.219	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,316.23	10/12/2023	6101.000.217	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,316.23	10/12/2023	6101.000.218	10/13/2023	
INTERNAL REVENUE SERVICE*	10241 941 WITHHOLDING TAX - P/R 10/13/23	\$1,549.36	10/12/2023	6201.000.217	10/13/2023	
INVOICE CLOUD*	10236 SEPTEMBER SERVICES	\$858.13	9/30/2023	6101.020.224	10/13/2023	
INVOICE CLOUD*	10236 SEPTEMBER SERVICES	\$858.13	9/30/2023	6501.020.224	10/13/2023	
INVOICE CLOUD*	10236 SEPTEMBER SERVICES	\$858.14	9/30/2023	6201.020.224	10/13/2023	
JOHNS*JANAE	10230 BUNDY LODGE DEPOSIT	\$150.00	10/10/2023	2500.001.019	10/13/2023	
JOHNS*MISTY	10231 EATON HALL DEPOSIT	\$250.00	10/10/2023	2500.001.017	10/13/2023	
KENTUCKY CHILD SUPPORT ENFORCEMENT*	10239 ROECKEL CHILD SUPPORT	\$260.00	10/12/2023	8901.000.933	10/13/2023	
LOWE'S HOME CENTER INC*	10221 TRNCH TRLR: SCREW EYE HKS & CARRIAGE	\$20.38	9/21/2023	4444.207.231	10/13/2023	51520
LOWE'S HOME CENTER INC*	10221 TRENCH TRLR HARDWARE TO SECURE RACKS	\$15.91	10/2/2023	4444.207.231	10/13/2023	51379
LOWE'S HOME CENTER INC*	10221 TRENCH TRAILER: THREADED RODS	\$8.96	9/15/2023	4444.207.231	10/13/2023	51518
LOWE'S HOME CENTER INC*	10221 TRNCH TRLR: CPLNG NUTS, THRD ROD,	\$192.97	9/15/2023	4444.207.231	10/13/2023	51421
LOWE'S HOME CENTER INC*	10221 TRNCH TRLR: WSHRS, BOLTS TOTES, DRILL	\$170.45	9/13/2023	4444.207.231	10/13/2023	51422
LOWE'S HOME CENTER INC*	10221 TRNCH TRLR BLD-OUT: WOOD TOTES, ROPE,	\$126.25	9/12/2023	4444.207.231	10/13/2023	51413
LOWE'S HOME CENTER INC*	10221 TRNCH TRLR: LUMBER & REBAR SFTY CAPS	\$319.42	9/19/2023	4444.207.231	10/13/2023	51519
LOWE'S HOME CENTER INC*	10221 TRENCH SUPPLIES	\$262.02	9/18/2023	4444.207.231	10/13/2023	51457
LOWE'S HOME CENTER INC*	10221 TRENCH TILR BUILD-OUT: WOOD & PLYWOOD	\$99.84	9/11/2023	4444.207.231	10/13/2023	51412
LOWE'S HOME CENTER, INC.*	10247 MAINTENANCE SUPPLIES	\$11.97	9/11/2023	1101.011.361	10/13/2023	
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$52.21	9/21/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10248 ORTHO, TANK SPRAYER	\$27.35	9/8/2023	6201.316.291	10/13/2023	51359
LOWE'S HOME CENTER, INC.*	10226 BLAST OFF REBUILD FEND SUPPLIES	\$186.16	7/29/2023	4439.509.442	10/13/2023	50906
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$4.54	9/22/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10247 MAINTENANCE SUPPLIES	\$54.93	9/7/2023	1101.011.361	10/13/2023	
LOWE'S HOME CENTER, INC.*	10246 TAX CORRECTION	\$-4.77	9/7/2023	2201.304.232	10/13/2023	
LOWE'S HOME CENTER, INC.*	10246 QUIKRETE	\$0.00	9/7/2023		10/13/2023	51564
LOWE'S HOME CENTER, INC.*	10246 QUIKRETE	\$72.97	9/7/2023	2201.304.232	10/13/2023	51564
LOWE'S HOME CENTER, INC.*	10249 ZIPLOC BAGS	\$19.89	9/5/2023	6101.314.291	10/13/2023	51361

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>AMOUNT</u>	<u>Invoice Date</u>	<u>ACCT. #</u>	<u>Due Date</u>	<u>P.O. #</u>
LOWE'S HOME CENTER, INC.*	10227 TAX EXEMPT CORRECTION	\$-2.06	9/12/2023	1101.509.239	10/13/2023	
LOWE'S HOME CENTER, INC.*	10226 BLAST OFF REBUILD FEND SUPPLIES	\$649.42	9/7/2023	4439.509.442	10/13/2023	50906
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$110.36	9/1/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10246 TAX CORRECTION	\$-2.80	8/31/2023	2201.304.232	10/13/2023	
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$73.50	9/15/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10248 SAW REPL TANK SPRR, WEED KILLER, PIPE	\$155.51	9/1/2023	6201.316.291	10/13/2023	51359
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$31.48	9/12/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10246 HOSE CLAMP	\$71.80	9/12/2023	2201.304.291	10/13/2023	51564
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$7.58	8/31/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10246 QUIKRETE & 48" BUNGEE	\$9.01	8/31/2023	2201.304.291	10/13/2023	51564
LOWE'S HOME CENTER, INC.*	10246 QUIKRETE & 48" BUNGEE	\$33.82	8/31/2023	2201.304.232	10/13/2023	51564
LOWE'S HOME CENTER, INC.*	10246 QUIKRETE	\$79.56	8/30/2023	2201.304.232	10/13/2023	51564
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$46.58	8/30/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10248 PIPE, FLEXON, TRNSFR PMP, QKRETE	\$195.28	9/13/2023	6201.316.291	10/13/2023	51359
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$118.65	9/14/2023	1101.509.239	10/13/2023	50952
LOWE'S HOME CENTER, INC.*	10227 MAINTENANCE SUPPLIES	\$28.48	8/28/2023	1101.509.239	10/13/2023	50952
MISSISSIPPI DEPT OF HUMAN SERVICES*	10245 HUGHES CHILD SUPPORT	\$104.22	10/12/2023	8901.000.933	10/13/2023	
NATIONWIDE TRUST COMPANY FSB*	10244 457 EMPLOYEE CONTRIBUTIONS	\$10,888.23	10/12/2023	8901.000.927	10/13/2023	
NATIONWIDE TRUST COMPANY FSB*	10244 457 EMPLOYEE CONTRIBUTIONS	\$7,445.80	10/12/2023	8901.000.935	10/13/2023	
O'REILLY AUTOMOTIVE, INC.*	10222 M134: REPLACEMENT BULB	\$9.71	9/8/2023	2243.207.363	10/13/2023	51372
O'REILLY AUTOMOTIVE, INC.*	10222 HQ STOCK: TRANSMISSION FLUID AND DEF	\$453.77	9/8/2023	2243.207.363	10/13/2023	51373
O'REILLY AUTOMOTIVE, INC.*	10222 TRANS FL, REPL BULB, DEV, WIPER BLADE	\$289.95	9/2/2023	2243.207.363	10/13/2023	51343
O'REILLY AUTOMOTIVE, INC.*	10222 TRANS FL, REPL BULB, DEV, WIPER BLADE	\$-173.97	9/2/2023	2243.207.363	10/13/2023	
O'REILLY AUTOMOTIVE, INC.*	10222 TRANS FL, REPL BULB, DEV, WIPER BLADE	\$-57.99	9/2/2023	2243.207.363	10/13/2023	
O'REILLY AUTOMOTIVE, INC.*	10222 TRANS FL, REPL BULB, DEV, WIPER BLADE	\$115.98	9/2/2023	2243.207.363	10/13/2023	51343
O'REILLY AUTOMOTIVE, INC.*	10222 L131: TRANSMISSION FLUID	\$115.98	9/2/2023	2243.207.363	10/13/2023	51343
O'REILLY AUTOMOTIVE, INC.*	10222 C1350: WIPER BLADES	\$16.78	9/21/2023	2243.207.363	10/13/2023	51460
OHIO CHILD SUPPORT PAYMENT CENTRAL*	10240 ROECKEL CHILD SUPPORT	\$160.95	10/12/2023	8901.000.933	10/13/2023	
SALCEDO SCHRUNDER*MICHELLE	10232 EATON HALL DEPOSIT	\$250.00	10/10/2023	2500.001.017	10/13/2023	

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ANTHEM INSURANCE-(TOWN'S)*	10432 COVERAGE PERIOD 10/06-10/12	\$85,762.60	10/13/2023	7704.001.364	10/20/2023	
ANTHEM INSURANCE-(TOWN'S)*	10432 COVERAGE PERIOD 10/06-10/12	\$47,592.05	10/13/2023	7704.001.011	10/20/2023	
AT&T MOBILITY*	10444 POLICE MO CELL - 287288984222	\$4,650.40	10/11/2023	1101.206.326	10/20/2023	51722
AT&T*	10435 2023 INTERNET CHRGS @ POLICE TRNG	\$30.15	10/6/2023	1101.010.324	10/20/2023	
AT&T*	10435 2023 INTERNET CHRGS @ POLICE TRNG	\$30.15	10/6/2023	6101.010.324	10/20/2023	
AT&T*	10435 2023 INTERNET CHRGS @ POLICE TRNG	\$30.15	10/6/2023	6201.010.324	10/20/2023	
AT&T*	10435 2023 INTERNET CHRGS @ POLICE TRNG	\$30.15	10/6/2023	6501.010.324	10/20/2023	
AT&T*	10424 2023 INT CHRGS FOR PARKS MAINT BLDG	\$15.73	10/3/2023	6501.010.324	10/20/2023	
AT&T*	10424 2023 INT CHRGS FOR PARKS MAINT BLDG	\$15.73	10/3/2023	6201.010.324	10/20/2023	
AT&T*	10424 2023 INT CHRGS FOR PARKS MAINT BLDG	\$15.73	10/3/2023	6101.010.324	10/20/2023	
AT&T*	10424 2023 INT CHRGS FOR PARKS MAINT BLDG	\$15.73	10/3/2023	1101.010.324	10/20/2023	
BANK OF NEW YORK TRUST COMPANY, N.A.*	10441 WATER BOND 2016, 2021, 2022	\$91,083.34	10/18/2023	6201.011.388	10/20/2023	
BANK OF NEW YORK TRUST COMPANY, N.A.*	10440 WATER BOND 2011A	\$9,191.73	10/18/2023	6101.011.389	10/20/2023	
BANK OF NEW YORK TRUST COMPANY, N.A.*	10441 WATER BOND 2016, 2021, 2022	\$45,795.34	10/18/2023	6201.011.389	10/20/2023	
BANK OF NEW YORK TRUST COMPANY, N.A.*	10441 WATER BOND 2016, 2021, 2022	\$23,750.00	10/18/2023	6501.011.388	10/20/2023	
BANK OF NEW YORK TRUST COMPANY, N.A.*	10441 WATER BOND 2016, 2021, 2022	\$10,033.34	10/18/2023	6501.011.389	10/20/2023	
BANK OF NEW YORK TRUST COMPANY, N.A.*	10440 WATER BOND 2011A	\$17,000.00	10/18/2023	6101.011.388	10/20/2023	
BURRIS*LEAH	10439 FALL BREAK CAMP REFUND	\$227.50	10/17/2023	2211.509.343.0	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-6000469879-5347136-3 (402 E MAIN)	\$22.82	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600032187-5222881 (225 S MARDALE)	\$17.98	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5760052 (225 S MARDALE)	\$36.81	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5387492 (119 COPELAND)	\$6.65	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5387492 (119 COPELAND)	\$6.65	10/11/2023	6101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-620315312-5180613 (470 NFIELD DR)	\$59.24	10/11/2023	2243.207.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600032187-5513697 (225 S MARDALE)	\$177.29	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5347167 (225 MARDALE)	\$19.98	10/11/2023	6201.011.353	10/20/2023	

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CENTERPOINT ENERGY*	10451 #02-600076870-5347417 (200 S GREEN)	\$49.51	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5786019 (61 N GREEN)	\$26.97	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5786019 (61 N GREEN)	\$26.98	10/11/2023	6101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5786019 (61 N GREEN)	\$26.98	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600601781-5291413 (7455 E CR100N)	\$90.82	10/11/2023	2243.207.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5402663 (220 S MARDALE)	\$19.98	10/11/2023	6101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-620315312-5792778 (6535 CR 1000E)	\$123.55	10/11/2023	2243.207.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600639365-5402635 (55 E MAIN ST)	\$219.70	10/11/2023	2243.207.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5387492 (119 COPELAND)	\$6.65	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-53471247(200 GRN-LCS LT	\$48.70	10/11/2023	1101.011.351	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600395999-5824513 (6922 LUCAS DR)	\$19.24	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600424921-5180706 (104 E MAIN ST)	\$48.77	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5402661-9 (315 W MAIN)	\$19.95	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-58429551(223 MARD FLEET	\$6.41	10/11/2023	6101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-58429551(223 MARD FLEET	\$6.42	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5786018-5 (31 N GREEN)	\$70.47	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600424921-5069675 (75WHITTINGTON)	\$99.27	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600395999-5291634 (194 ARBUCKLE)	\$17.98	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5786020 (221 MARDALE)	\$28.49	10/11/2023	6201.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5786020 (221 MARDALE)	\$28.49	10/11/2023	6101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-5786020 (221 MARDALE)	\$28.49	10/11/2023	1101.011.353	10/20/2023	
CENTERPOINT ENERGY*	10451 #02-600469879-58429551(223 MARD FLEET	\$6.41	10/11/2023	1101.011.353	10/20/2023	
CINTAS CORPORATION LOC G65*	10415 MAT SERVICE 08/22/23	\$31.60	8/22/2023	1101.206.230	10/20/2023	51684
CINTAS CORPORATION LOC G65*	10419 MAT SERVICE 10/17/2023	\$31.60	10/17/2023	1101.206.230	10/20/2023	51686
CINTAS CORPORATION LOC G65*	10418 MAT SERVICE 9/19/23	\$31.60	9/19/2023	1101.206.230	10/20/2023	51685
CITIZENS ENERGY GROUP*	10414 STA133 METER 10/6/23 21575 ACTUAL	\$123.18	10/9/2023	2243.207.354	10/20/2023	
CITIZENS ENERGY GROUP*	10421 MONTHLY WATER PUIRCHASE	\$35,237.60	10/9/2023	6101.011.358	10/20/2023	
COMCAST*	10423 CARDINAL PARK	\$256.38	10/4/2023	4439.509.316	10/20/2023	49134
COMCAST*	10417 POLICE MONTHLY CABLE	\$265.69	10/3/2023	1101.206.360	10/20/2023	51670

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COMPONE ADMINISTRATORS*	10428 SEPT 2023 LOSS FUND REIMB & BANK SERV	\$3,282.74	10/9/2023	7704.001.341	10/20/2023	
CSX TRANSPORTATION*	10449 PERMIT FOR SEWER REPAIR AT R/R ROW	\$2,500.00	10/17/2023	6201.316.309	10/20/2023	51724
CUMMINS*KELLIE	10420 REIMBURSEMENT FOR CANVA SOFTWARE	\$119.40	10/15/2023	1101.206.224	10/20/2023	51678
EVERSTREAM SOLUTIONS LLC*	10425 MO FIBER-OPTIC; RECOVERY FEES 10/2/23	\$626.25	10/1/2023	2243.207.325	10/20/2023	
INDIANA DEPT OF REVENUE*	10443 SEPTEMBER 2023 SALES TAX	\$180.76	10/18/2023	2211.509.342	10/20/2023	
INDIANA DEPT OF REVENUE*	10443 SEPTEMBER 2023 SALES TAX	\$20,760.26	10/18/2023	6101.000.280	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$448.54	10/13/2023	1101.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$4,211.83	10/13/2023	1101.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$1,943.96	10/13/2023	1101.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$2,854.35	10/13/2023	6201.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$1,967.07	10/13/2023	6101.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10430 POLICE PENSION - P/R 10/13/23	\$27,994.68	10/13/2023	8901.000.957	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$2,039.44	10/13/2023	2201.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$2,083.70	10/13/2023	1101.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10429 FIRE PENSION - P/3 10/13/23	\$5,788.80	10/13/2023	8901.000.956	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10429 FIRE PENSION - P/3 10/13/23	\$5,788.80	10/13/2023	8901.000.951	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10429 FIRE PENSION - P/3 10/13/23	\$34,734.14	10/13/2023	8901.000.956	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10430 POLICE PENSION - P/R 10/13/23	\$9,331.74	10/13/2023	8901.000.957	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$625.16	10/13/2023	8901.000.928	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$3,685.28	10/13/2023	1101.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$7,490.91	10/13/2023	8901.000.926	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$1,555.63	10/13/2023	1101.000.216	10/20/2023	
INDIANA PUBLIC RETIREMENT SYSTEM*	10431 CIVIL PERF - P/R 10/13/23	\$7,176.00	10/13/2023	2243.000.216	10/20/2023	
J.G. UNIFORMS, INC*	10422 OUTER CARRIER STATON	\$250.49	10/13/2023	1101.206.225	10/20/2023	51107
JACK'S TRASH SERVICE, LLC*	10450 MO SCAVENGER SERV & DOC DESTR	\$1,071.60	10/20/2023	6101.011.355	10/20/2023	
JACK'S TRASH SERVICE, LLC*	10450 MO SCAVENGER SERV & DOC DESTR	\$691.00	10/20/2023	6201.011.355	10/20/2023	
JACK'S TRASH SERVICE, LLC*	10450 MO SCAVENGER SERV & DOC DESTR	\$113.40	10/20/2023	2243.207.355	10/20/2023	
JACK'S TRASH SERVICE, LLC*	10450 MO SCAVENGER SERV & DOC DESTR	\$411.00	10/20/2023	1101.011.355	10/20/2023	
MERCHANT SERVICES*	10433 MONTHLY C/C FEES	\$39.22	10/16/2023	1101.206.395	10/20/2023	

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MERCHANT SERVICES*	10433 MONTHLY C/C FEES	\$40.00	10/16/2023	1101.011.316	10/20/2023	
MISTER ICE OF INDIANAPOLIS*	10426 STA131 MO ICE MACH LEASE 10/2023	\$85.00	10/12/2023	2243.207.360	10/20/2023	
MISTER ICE OF INDIANAPOLIS*	10416 MONTHLY LEASE	\$95.00	10/5/2023	1101.206.360	10/20/2023	51671
RICHARDS*MAUREEN	10437 BUNDY LODGE DEPOSIT	\$150.00	10/17/2023	2500.001.019	10/20/2023	
THOMPSON*PAMELA	10438 EATON HALL DEPOSIT	\$250.00	10/17/2023	2500.001.017	10/20/2023	
THOMPSON*SHARON	10436 BUNDY LODGE DEPOSIT	\$150.00	10/17/2023	2500.001.019	10/20/2023	
TOWN OF BROWNSBURG*	10442 MO TRANSFER FOR BOND PAYMENTS	\$12,800.00	10/18/2023	6101.011.356	10/20/2023	
WALMART*	10446 CROSSROAD SCHOOL SUPPLIES	\$84.68	10/16/2023	2211.510.201.0	10/20/2023	50942
WALMART*	10447 REFRESHMENTS FOR BLUES PERFORMERS	\$152.63	10/16/2023	1101.509.316	10/20/2023	51266
WALMART*	10445 MEETING SUPPLIES	\$102.64	9/24/2023	1101.011.313	10/20/2023	
WALMART*	10446 CROSSROAD SCHOOL SUPPLIES	\$48.45	10/16/2023	2211.510.201.0	10/20/2023	50942
WALMART*	10448 SUPPL FOR IU HEALTH SERVICES	\$37.82	10/19/2023	2211.509.204	10/20/2023	
WM CORPORATE SERVICE INC*	10427 BFT DOC DESTRUCTION 10/2023	\$77.26	10/2/2023	2243.207.355	10/20/2023	

GRAND TOTALS :**\$536.454.75**

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VAN AUSDALL & FARRAR*	10217 (PER PAGE: SUPPLIES FREIGHT)(MSA)	\$151.97	10/9/2023	2243.207.362	10/13/2023	

GRAND TOTALS : **\$256,834.51**

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A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$200.00	9/30/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$300.00	7/31/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$225.00	8/15/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$262.00	8/23/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$600.00	8/23/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$112.50	8/23/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$325.00	7/20/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$150.00	6/28/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$145.00	6/28/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$150.00	5/31/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$95.00	5/30/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$185.00	6/14/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$150.00	6/28/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$150.00	6/28/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$200.00	8/31/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$185.00	6/14/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10251 MOWING & LANDSCAPING SERVICES	\$2,048.62	9/30/2023	1101.011.360	10/26/2023	49553
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$145.00	7/11/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10369 MOWING INVOICE	\$100.00	10/10/2023	1101.011.316	10/26/2023	51614
A CUT N' EDGE LLC*	10251 MOWING & LANDSCAPING SERVICES	\$12,812.21	9/30/2023	1101.509.349	10/26/2023	49553
A CUT N' EDGE LLC*	10251 MOWING & LANDSCAPING SERVICES	\$16,662.21	9/30/2023	1101.509.361	10/26/2023	49553
A CUT N' EDGE LLC*	10251 MOWING & LANDSCAPING SERVICES	\$2,820.80	9/30/2023	6101.011.360	10/26/2023	49553
ACCUMED BILLING*	10398 EMS BILLING: 09/2023	\$911.30	9/30/2023	2243.207.310	10/26/2023	51574
ACTION PEST CONTROL*	10337 2023 PEST CONTROL TOWN HALL	\$54.00	10/5/2023	6101.011.360	10/26/2023	49991
ACTION PEST CONTROL*	10396 BFT PEST CONTROL: 09/2023 - HQ	\$67.00	9/28/2023	2243.207.360	10/26/2023	51583
ACTION PEST CONTROL*	10396 BFT PEST CONTROL: 09/2023 - STA131	\$58.00	9/11/2023	2243.207.360	10/26/2023	51583

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ACTION PEST CONTROL*	10396 BFT PEST CONTROL: 09/2023 - STA133	\$56.00	9/20/2023	2243.207.360	10/26/2023	51583
ACTION PEST CONTROL*	10396 BFT PEST CONTROL: 09/2023 - STA132	\$66.00	9/12/2023	2243.207.360	10/26/2023	51583
ACTION PEST CONTROL*	10337 2023 PEST CONTROL TOWN HALL	\$54.00	10/5/2023	1101.011.360	10/26/2023	49991
ACTION PEST CONTROL*	10337 2023 PEST CONTROL TOWN HALL	\$54.00	10/5/2023	6201.011.360	10/26/2023	49991
ACTION PEST CONTROL*	10250 PARKS OFFICE MONTHLY SERVICE	\$61.00	10/6/2023	4439.509.316	10/26/2023	49249
ADT SECURITY SERVICES*	10372 MONTHLY SECURITY SERVICE	\$72.11	10/7/2023	4439.509.316	10/26/2023	49250
AFC INTERNATIONAL, INC*	10404 TRENCH TRAILER: QRAE	\$1,816.71	9/26/2023	2243.207.293	10/26/2023	51590
AIRGAS USA, LLC*	10386 CYLINDER RENTALS: 09/2023 ACET & O2	\$73.51	9/30/2023	2243.207.290	10/26/2023	51652
AIRGAS USA, LLC*	10386 CYLINDER RENTALS: 09/2023 OXYGEN	\$0.00	9/30/2023	2243.207.233	10/26/2023	51652
AIRGAS USA, LLC*	10386 CYLINDER RENTALS: 09/2023 OXYGEN	\$868.65	9/30/2023	2243.207.290	10/26/2023	51652
AIRGAS USA, LLC*	10386 CYLINDER RENTALS: 09/2023 ACET & O2	\$35.88	9/30/2023	2243.207.233	10/26/2023	51652
ALLIED WHOLESALE ELECTRIC*	10366 LIGHTS	\$90.00	10/4/2023	2201.008.361	10/26/2023	48981
AMAZON CAPITAL SERVICES*	10375 BOARD APPRECIATION	\$228.00	9/1/2023	2211.509.331	10/26/2023	51083
AMAZON CAPITAL SERVICES*	10302 JANITORIAL, SAFETY SUPPLIES, SMALL HA	\$239.52	10/1/2023	6201.304.234	10/26/2023	51548
AMAZON CAPITAL SERVICES*	10371 MISC SUPPLIES	\$7.98	10/1/2023	1101.008.235	10/26/2023	51451
AMAZON CAPITAL SERVICES*	10353 COMPUTER SUPPLIES	\$169.94	10/1/2023	4402.010.227	10/26/2023	51436
AMAZON CAPITAL SERVICES*	10409 C1302: ELEVATED DESK ATTACHMENT	\$149.99	10/1/2023	2243.207.223	10/26/2023	51478
AMAZON CAPITAL SERVICES*	10256 CROSSROADS BASE SUPPLIES	\$171.71	10/1/2023	2211.510.201.0	10/26/2023	50903
AMAZON CAPITAL SERVICES*	10302 JANITORIAL, SAFETY SUPPLIES, SMALL HA	\$155.57	10/1/2023	2201.304.223	10/26/2023	51548
AMAZON CAPITAL SERVICES*	10302 JANITORIAL, SAFETY SUPPLIES, SMALL HA	\$447.22	10/1/2023	2201.304.295	10/26/2023	51548
AMAZON CAPITAL SERVICES*	10253 CARDINAL/ DELAWARE BASE SUPPLIES	\$665.90	10/1/2023	2211.510.201.0	10/26/2023	51407
AMAZON CAPITAL SERVICES*	10371 MISC SUPPLIES	\$1,293.47	10/1/2023	1101.008.235	10/26/2023	51451
AMAZON CAPITAL SERVICES*	10254 FIRST AID SUPPLIES	\$144.24	10/1/2023	2211.510.229	10/26/2023	51464
AMAZON CAPITAL SERVICES*	10302 JANITORIAL, SAFETY SUPPLIES, SMALL HA	\$173.34	10/1/2023	2201.304.228	10/26/2023	51548
AMAZON CAPITAL SERVICES*	10302 JANITORIAL, SAFETY SUPPLIES, SMALL HA	\$456.47	10/1/2023	2201.304.290	10/26/2023	51548
AMAZON CAPITAL SERVICES*	10255 SLACKLINES & STNS SUPPL, NATURE SNDS	\$343.75	10/1/2023	2211.509.202	10/26/2023	51262
AMAZON CAPITAL SERVICES*	10255 SLACKLINES & STNS SUPPL, NATURE SNDS	\$67.89	10/1/2023	2211.509.204	10/26/2023	51262
AMAZON CAPITAL SERVICES*	10356 FIRST AID KIT REFILL	\$32.99	10/1/2023	1101.011.224	10/26/2023	50725
AMAZON CAPITAL SERVICES*	10406 STA132: BATTS, SMPL GRN, TRASH BAGS	\$283.45	10/1/2023	2243.207.292	10/26/2023	51340

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AMAZON CAPITAL SERVICES*	10407 STA131: BATTS, TP, C-TWLS, LNDY PDS	\$304.41	10/1/2023	2243.207.292	10/26/2023	51368
AMAZON CAPITAL SERVICES*	10412 FIRE INVESTIGATION: IPADS & 2YR PROT,	\$2,467.74	10/1/2023	4444.207.442	10/26/2023	51510
AMAZON CAPITAL SERVICES*	10407 STA131: BATTS, TP, C-TWLS, LNDY PDS	\$25.05	10/1/2023	2243.207.223	10/26/2023	51368
AMAZON CAPITAL SERVICES*	10408 STA132: KITCHEN AND WATCH RM CHAIRS	\$420.20	10/1/2023	2243.207.223	10/26/2023	51325
AMAZON CAPITAL SERVICES*	10353 OFFICE SUPPLIES	\$69.99	10/1/2023	1101.011.223	10/26/2023	51377
AMAZON CAPITAL SERVICES*	10374 CREDIT	\$-76.42	8/1/2023	1101.509.228	10/26/2023	
AMAZON CAPITAL SERVICES*	10411 L139: 20" TOOL CHEST	\$59.08	10/1/2023	2243.207.292	10/26/2023	51341
AMAZON CAPITAL SERVICES*	10252 JANITORIAL SUPPLIES	\$326.32	10/1/2023	1101.509.228	10/26/2023	51275
AMAZON CAPITAL SERVICES*	10257 EXTENDED BREAK SUPPLIES	\$186.56	10/1/2023	2211.510.201.0	10/26/2023	48106
AMAZON CAPITAL SERVICES*	10410 C1301: ELEVATED DESK ATTACHMENT	\$329.66	10/1/2023	2243.207.223	10/26/2023	51511
AMAZON CAPITAL SERVICES*	10287 LABEL MAKER TAPE	\$62.36	9/1/2023	1101.206.223	10/26/2023	51112
ASH INTERACTIVE LLC*	10351 (7) SMALL BUSINESS VIDEOS	\$3,325.00	10/3/2023	4436.001.331	10/26/2023	
ATCO INTERNATIONAL*	10322 Tuffies (6 per CS)	\$178.80	9/26/2023	6101.314.290	10/26/2023	51543
AUSTIN*ELIZABETH	10001-1 UTIL REFUND 148 2001	\$27.03	10/16/2023	6104.000.445	10/26/2023	
AXTELL*PAXON	10001-1 UTIL REFUND 32 216002	\$75.00	10/16/2023	6104.000.445	10/26/2023	
AXTELL*PAXON	10001-1 UTIL REFUND 32 216002	\$100.00	10/16/2023	6205.000.445	10/26/2023	
B.L. ANDERSON CO., INC.*	10277 POLYMER FEED PUMP REPAIR KIT	\$115.13	10/11/2023	6201.316.291	10/26/2023	51608
B.L. ANDERSON CO., INC.*	10317 ARBUCKLE WATER PLANT 1 - PHOSPHATE &	\$910.00	10/9/2023	6101.314.361	10/26/2023	51607
BAILEY*JENNIFER	10001-1 UTIL REFUND 156 164000	\$2.23	10/16/2023	6104.000.445	10/26/2023	
BANDY*DAWN	10001-1 UTIL REFUND 16 536001	\$50.01	10/16/2023	6104.000.445	10/26/2023	
BAUMET*TOM/LAURA	10001-1 UTIL REFUND 118 18000	\$75.00	10/16/2023	6104.000.445	10/26/2023	
BERRONES*ALBERTO	10307 OCTOBER 2023 PAUPER FEES	\$1,400.00	9/11/2023	1101.003.302	10/26/2023	
BEST EQUIPMENT CO., INC.*	10365 CAMERA PARTS	\$1,590.59	10/2/2023	6201.008.235	10/26/2023	51615
BILL ESTES AUTOMOTIVE*	10364 REPAIR 17-04	\$2,354.06	9/22/2023	1101.008.316	10/26/2023	51622
BROMLEY*LILLIAN	10001-1 UTIL REFUND 106 30001	\$26.47	10/16/2023	6104.000.445	10/26/2023	
BROWNSBURG ACE HARDWARE*	10363 SCREWS	\$41.38	9/26/2023	1101.008.235	10/26/2023	51624
BROWNSBURG COMMUNITY SCHOOL CORP.*	10258 BASE SCHOOL USAGE	\$10,000.00	10/4/2023	2211.510.373	10/26/2023	48356
BROWNSBURG COMMUNITY SCHOOL CORP.*	10259 BSCS SCHOOL USAGE	\$2,500.00	10/4/2023	2211.510.373	10/26/2023	49276
BROWNSBURG COMMUNITY SCHOOL POLICE*	10309 MAY - AUGUST LECE FEES	\$28.00	10/2/2023	7727.003.623	10/26/2023	

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BROWNSBURG FIRE TERRITORY*	10290 ERT MEDIC PAY	\$2,579.47	10/5/2023	1101.206.390	10/26/2023	51600
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$21.46	9/27/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$185.66	9/20/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$114.95	9/11/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$197.30	9/11/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$273.99	9/28/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$14.49	9/26/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$64.09	9/26/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES CREDIT	\$-18.00	9/26/2023	1101.008.235	10/26/2023	
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$24.00	9/25/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$149.26	9/1/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$636.82	9/8/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$28.97	9/28/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$78.49	9/28/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$197.50	9/8/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$74.88	9/7/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$113.11	9/7/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$22.49	9/5/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$5.33	9/28/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES CREDIT	\$-36.00	9/1/2023	1101.008.235	10/26/2023	
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$230.76	9/1/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$181.12	9/28/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$371.32	9/1/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$106.68	9/19/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$7.90	9/23/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$3.99	9/19/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES CREDIT	\$-18.00	9/20/2023	1101.008.235	10/26/2023	
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$207.51	9/23/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES CREDIT	\$-217.91	9/22/2023	1101.008.235	10/26/2023	

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BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$157.03	9/22/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES CREDIT	\$-21.35	9/22/2023	1101.008.235	10/26/2023	
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$123.54	9/22/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$123.45	9/18/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$78.49	9/18/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$243.24	9/11/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$78.49	9/11/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$32.00	9/12/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$91.99	9/12/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES CREDIT	\$-18.00	9/12/2023	1101.008.235	10/26/2023	
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$31.71	9/13/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$173.04	9/14/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC REPAIRS AND SUPPLIES	\$74.56	9/18/2023	1101.008.235	10/26/2023	48975
BROWNSBURG NAPA AND MACHINING COMPANY*	10370 MISC SUPPLIES	\$160.38	9/22/2023	1101.008.235	10/26/2023	48975
BROWNSBURG POLICE L.E.C.E.F.*	10292 SEPTEMBER CONVICTIONS	\$212.00	10/4/2023	7727.003.013	10/26/2023	
BUILDING ESSENTIAL SKILLS TOGETHER, INC*	10260 CLEANING AUGUST	\$772.50	10/9/2023	1101.509.316	10/26/2023	
BWS INC*	10288 SOUND FOR NNO	\$750.00	9/5/2023	2300.206.462	10/26/2023	51559
CARD MY YARD*	10261 TRAIL AND TREAT SIGNS	\$150.00	10/13/2023	1101.509.316	10/26/2023	51665
CENTRAL INDIANA HARDWARE*	10335 KEYS FOR WATER FIELD OFFICE	\$75.00	10/12/2023	6101.314.291	10/26/2023	51630
CENTRAL INDIANA HARDWARE*	10338 EXIT DEVICE EATON HALL	\$1,219.26	10/6/2023	6101.011.361	10/26/2023	51338
CENTRAL INDIANA HARDWARE*	10338 EXIT DEVICE EATON HALL	\$1,219.26	10/6/2023	6201.011.361	10/26/2023	51338
CENTRAL INDIANA HARDWARE*	10338 EXIT DEVICE EATON HALL	\$1,219.25	10/6/2023	1101.011.361	10/26/2023	51338
CINTAS CORPORATION LOC G65*	10344 UNIFORM RENTAL	\$65.33	9/26/2023	1101.509.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10344 UNIFORM RENTAL	\$66.60	10/3/2023	1101.509.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.45	9/26/2023	6201.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.45	9/26/2023	6101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$18.89	9/26/2023	2201.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$25.18	9/26/2023	1101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10345 UNIFORM RENTAL	\$77.55	9/26/2023	6201.316.374	10/26/2023	

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CINTAS CORPORATION LOC G65*	10346 UNIFORM RENTAL	\$31.51	9/26/2023	6101.314.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10344 PARKS - UNIFORM & MAT RENTAL	\$123.53	9/12/2023	1101.509.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10346 WATER - UNIFORM & MAT RENTAL	\$58.03	9/12/2023	6101.314.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10346 UNIFORM RENTAL	\$31.51	10/3/2023	6101.314.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10339 2023 MO ULTRA CLEANING RESTROOMS	\$323.57	10/11/2023	6201.011.360	10/26/2023	50839
CINTAS CORPORATION LOC G65*	10339 2023 MO ULTRA CLEANING RESTROOMS	\$323.57	10/11/2023	6101.011.360	10/26/2023	50839
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$19.37	10/3/2023	2201.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.69	10/3/2023	6101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.69	10/3/2023	6201.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$7.01	10/3/2023	1101.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$49.04	10/3/2023	2201.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$7.01	10/3/2023	6501.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$7.01	10/3/2023	6201.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10345 UNIFORM RENTAL	\$77.55	10/3/2023	6201.316.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10339 2023 MO ULTRA CLEANING RESTROOMS	\$323.56	10/11/2023	1101.011.360	10/26/2023	50839
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$25.18	9/12/2023	1101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$18.89	9/12/2023	2201.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.45	9/12/2023	6101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.45	9/19/2023	6101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$25.83	10/3/2023	1101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$18.88	9/19/2023	2201.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$25.19	9/19/2023	1101.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10346 UNIFORM RENTAL	\$31.51	9/19/2023	6101.314.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10344 UNIFORM RENTAL	\$65.33	9/19/2023	1101.509.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10345 WWTP - UNIFORM & MAT RENTAL	\$129.95	9/12/2023	6201.316.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.45	9/19/2023	6201.008.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$6.76	9/19/2023	1101.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$47.27	9/19/2023	2201.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$8.25	9/26/2023	6201.304.374	10/26/2023	

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CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$8.25	9/26/2023	6501.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$57.78	9/26/2023	2201.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$8.25	9/26/2023	1101.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10345 UNIFORM RENTAL	\$77.55	9/19/2023	6201.316.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$6.76	9/19/2023	6201.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$6.76	9/19/2023	6501.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$11.14	9/12/2023	6201.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$11.14	9/12/2023	6501.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$77.93	9/12/2023	2201.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR STREET DEPARTMENT	\$11.14	9/12/2023	1101.304.374	10/26/2023	
CINTAS CORPORATION LOC G65*	10347 UNIFORMS FOR FLEET DEPARTMENT	\$9.45	9/12/2023	6201.008.374	10/26/2023	
CONWAY SHIELD*	10387 HELMET SHIELD 1350	\$57.50	10/4/2023	2243.207.296	10/26/2023	
CONWAY SHIELD*	10399 HELMET, CAIRN RED, SHIPPING	\$390.00	9/25/2023	2243.207.296	10/26/2023	51163
CONWAY SHIELD*	10399 HELMETS, CAIRN BLACK, SHIPPING	\$1,500.00	9/20/2023	2243.207.296	10/26/2023	51163
CORE & MAIN LP*	10280 CNCRT ADJ RNG W/WALL, MASTIC MH SLNT	\$471.99	9/21/2023	6201.316.224	10/26/2023	51398
CORVUS JANITORIAL*	10341 MO BILLING FOR POLICE TRAINING	\$95.00	10/1/2023	6101.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR POLICE 31	\$675.00	10/1/2023	1101.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR TOWN HALL 61	\$681.66	10/1/2023	1101.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR TOWN HALL 61	\$681.67	10/1/2023	6101.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR TOWN HALL 61	\$681.67	10/1/2023	6201.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR POLICE TRAINING	\$95.00	10/1/2023	6201.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR POLICE TRAINING	\$95.00	10/1/2023	1101.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR POLICE 31	\$675.00	10/1/2023	6101.011.360	10/26/2023	49125
CORVUS JANITORIAL*	10341 MO BILLING FOR POLICE 31	\$675.00	10/1/2023	6201.011.360	10/26/2023	49125
CROSSROAD ENGINEERS, PC*	10329 CR400 N IMPROVEMENTS DESIGN	\$1,943.33	10/3/2023	2248.001.311	10/26/2023	45006
CROSSROAD ENGINEERS, PC*	10329 CR400 N IMPROVEMENTS DESIGN	\$4,406.67	10/3/2023	2216.001.316	10/26/2023	45006
CROSSROAD ENGINEERS, PC*	10330 ON CALL ENGINEERING	\$3,420.00	10/3/2023	2248.001.311	10/26/2023	
CROWTHER*DALTON	10001-1 UTIL REFUND 20 199004	\$75.00	10/16/2023	6104.000.445	10/26/2023	
CROWTHER*DALTON	10001-1 UTIL REFUND 20 199004	\$100.00	10/16/2023	6205.000.445	10/26/2023	

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D & E PRINTING CO., INC.*	10397 NEW HIRES: A ANDERSON & A HAFNER T's,	\$270.88	9/25/2023	2243.207.225	10/26/2023	51588
DATA MAIL INC.*	10304 OCT 2023 (9/30/23) UTILITY BILLING	\$216.12	10/3/2023	6101.020.211	10/26/2023	
DATA MAIL INC.*	10304 OCT 2023 (9/30/23) UTILITY BILLING	\$216.13	10/3/2023	6501.020.211	10/26/2023	
DATA MAIL INC.*	10304 OCT 2023 (9/30/23) UTILITY BILLING	\$216.13	10/3/2023	6501.020.211	10/26/2023	
DATA MAIL INC.*	10304 OCT 2023 (9/30/23) UTILITY BILLING	\$850.63	10/3/2023	6201.020.221	10/26/2023	
DATA MAIL INC.*	10304 OCT 2023 (9/30/23) UTILITY BILLING	\$850.63	10/3/2023	6101.020.221	10/26/2023	
DATA MAIL INC.*	10304 OCT 2023 (9/30/23) UTILITY BILLING	\$850.63	10/3/2023	6501.020.221	10/26/2023	
DAVIS*THOMAS M D.O.*	10001-1 UTIL REFUND 12 196003	\$47.22	10/16/2023	6104.000.445	10/26/2023	
DEAN'S RENT-ALL*	10362 HEADS	\$245.88	10/2/2023	2201.008.235	10/26/2023	51623
DELTA WATER MANAGEMENT GROUP, INC.*	10321 SEPTEMBER 2023 WATER ANALYSIS	\$770.00	10/2/2023	6101.314.343	10/26/2023	51556
DIESEL USA GROUP*	10368 TURBO	\$1,048.38	10/10/2023	2201.008.235	10/26/2023	51616
EASTERN L, INC.*	10327 MONTHLY MACHINE RENTAL	\$43.31	9/29/2023	1101.002.362	10/26/2023	
EASTERN L, INC.*	10327 MONTHLY MACHINE RENTAL	\$43.31	9/29/2023	6101.002.362	10/26/2023	
EASTERN L, INC.*	10327 MONTHLY MACHINE RENTAL	\$43.31	9/29/2023	6201.002.362	10/26/2023	
EASTERN L, INC.*	10327 MONTHLY MACHINE RENTAL	\$43.32	9/29/2023	6501.002.362	10/26/2023	
ESG LABORATORIES*	10284 Q3 BIOSOLIDS 2023 -FECAL COLIFORM	\$50.00	10/3/2023	6201.316.343	10/26/2023	51554
ESG LABORATORIES*	10284 Q3 BIOSOLIDS 2023 -FECAL COLIFORM	\$50.00	10/3/2023	6201.316.343	10/26/2023	51554
FIRE SAFETY SUPPLY, INC*	10383 EXTINGUISHERS 20# X4	\$3,348.84	10/12/2023	4444.207.231	10/26/2023	50946
FLOSOURCE*	10283 6" 8001 - 262 DISC STUD, 281 DISC NUT	\$417.00	8/23/2023	6201.316.373	10/26/2023	49836
FREY MUNICIPAL SOFTWARE*	10331 BUCS, CHIPS, & CRYSTAL RPTS TRNG	\$1,495.00	10/16/2023	6501.005.313	10/26/2023	
FREY MUNICIPAL SOFTWARE*	10331 BUCS, CHIPS, & CRYSTAL RPTS TRNG	\$1,495.00	10/16/2023	6101.005.313	10/26/2023	
FREY MUNICIPAL SOFTWARE*	10331 BUCS, CHIPS, & CRYSTAL RPTS TRNG	\$1,495.00	10/16/2023	6201.005.313	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - TOWN COURT	\$884.20	10/1/2023	6501.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - TOWN COURT	\$884.20	10/1/2023	6201.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - TOWN COURT	\$884.21	10/1/2023	6101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - REDEV REFUNDING BONDS	\$21,241.68	10/4/2023	1101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - REDEV REFUNDING BONDS	\$21,241.68	10/4/2023	6101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - REDEV REFUNDING BONDS	\$21,241.67	10/4/2023	6201.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - REDEV REFUNDING BONDS	\$21,241.67	10/4/2023	6501.011.312	10/26/2023	

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FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - REDEV COMMISSION	\$96.07	10/4/2023	6501.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - TOWN COURT	\$884.21	10/1/2023	1101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - PLAN COMMISSION	\$4,298.52	10/4/2023	6501.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - MATTER OF CAR WASH R/E	\$8,569.22	9/30/2023	6201.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - MATTER OF CAR WASH R/E	\$8,569.22	9/30/2023	6101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - MATTER OF CAR WASH R/E	\$8,569.22	9/30/2023	1101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - PARK DISTRICT BONDS	\$3,091.35	9/30/2023	6501.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - PARK DISTRICT BONDS	\$3,091.35	9/30/2023	6201.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - PARK DISTRICT BONDS	\$3,091.35	9/30/2023	1101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - MATTER OF CAR WASH R/E	\$8,569.22	9/30/2023	6501.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - REDEV COMMISSION	\$96.08	10/4/2023	1101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - PLAN COMMISSION	\$4,298.53	10/4/2023	6101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - PLAN COMMISSION	\$4,298.52	10/4/2023	6201.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTY FEES - PARK DISTRICT BONDS	\$3,091.35	9/30/2023	6101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - REDEV COMMISSION	\$96.07	10/4/2023	6201.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - REDEV COMMISSION	\$96.08	10/4/2023	6101.011.312	10/26/2023	
FROST BROWN TODD ATTORNEYS LLC*	10332 ATTORNEY FEES - PLAN COMMISSION	\$4,298.53	10/4/2023	1101.011.312	10/26/2023	
GAI CONSULTANTS, INC*	10333 DESIGN STUDY I-74 INTERCHANGE	\$1,415.00	10/5/2023	2202.304.311	10/26/2023	51206
GONZALEZ*JUAN	10001-1 UTIL REFUND 146 82000	\$6.56	10/16/2023	6201.441	10/26/2023	
GONZALEZ*JUAN	10001-1 UTIL REFUND 146 82000	\$75.00	10/16/2023	6104.000.445	10/26/2023	
GONZALEZ*JUAN	10001-1 UTIL REFUND 146 82000	\$5.90	10/16/2023	6101.441	10/26/2023	
GOODWIN*LINDA	10001-1 UTIL REFUND 72 242001	\$19.27	10/16/2023	6104.000.445	10/26/2023	
GRAINGER*	10361 FITTING	\$48.04	9/21/2023	6201.008.235	10/26/2023	51618
GRANICUS*	10352 VIDEO/MEETING STREAMING & ARCH SEPT	\$463.33	9/28/2023	6101.010.364	10/26/2023	
GRANICUS*	10352 VIDEO/MEETING STREAMING & ARCH SEPT	\$463.34	9/28/2023	1101.010.364	10/26/2023	
GRANICUS*	10352 VIDEO/MEETING STREAMING & ARCH SEPT	\$463.33	9/28/2023	6201.010.364	10/26/2023	
HENDRICKS COUNTY PROSECUTOR*	10310 PRETRIAL DIV & DEF FEES AUGUST 2023	\$2,910.00	9/11/2023	7727.003.017	10/26/2023	
HENDRICKS COUNTY SHERIFF*	10312 SEPTEMBER 2023 LECE FEES	\$103.00	10/5/2023	7727.003.012	10/26/2023	
HENDRICKS DESIGN & PRINT, LLC.*	10301 STAFF SHIRTS	\$466.00	9/26/2023	2201.304.374	10/26/2023	51557

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HENDRICKS DESIGN & PRINT, LLC.*	10306 500 2-PART COURT SLIPS, INFRACTION FO	\$265.00	9/7/2023	1101.003.223	10/26/2023	51540
HENDRICKS REGIONAL HEALTH*	10357 OCC HEALTH - SEPTEMBER 2023	\$120.00	10/1/2023	6201.316.303	10/26/2023	
HENDRICKS REGIONAL HEALTH*	10357 OCC HEALTH - SEPTEMBER 2023	\$60.00	10/1/2023	6101.314.303	10/26/2023	
HENDRICKS REGIONAL HEALTH*	10357 OCC HEALTH - SEPTEMBER 2023	\$120.00	10/1/2023	2201.304.303	10/26/2023	
HINCKLEY SPRINGS*	10281 AUGUST DISTILLED WATER LAB TESTING	\$422.08	9/3/2023	6201.316.225	10/26/2023	49119
HINCKLEY SPRINGS*	10281 SEPTEMBER DISTILLED WATER LAB TESTING	\$230.30	10/1/2023	6201.316.225	10/26/2023	49119
HOLDERMAN*JONATHAN	10001-1 UTIL REFUND 118 162003	\$100.00	10/16/2023	6205.000.445	10/26/2023	
HOLDERMAN*JONATHAN	10001-1 UTIL REFUND 118 162003	\$75.00	10/16/2023	6104.000.445	10/26/2023	
HOOSIER FIRE EQUIPMENT INC.*	10381 EMS GEAR NAME PLATES	\$174.00	10/5/2023	4444.207.387	10/26/2023	50783
HOOSIER FIRE EQUIPMENT INC.*	10380 EMS GEAR NAME PLATES	\$1,442.00	10/5/2023	4444.207.387	10/26/2023	50595
HOWARD*TIMOTHY F.	10001-1 UTIL REFUND 126 204002	\$41.95	10/16/2023	6104.000.445	10/26/2023	
INDIANA PROPERTY MGMT GROUP, LLC*	10001-1 UTIL REFUND 118 162002	\$51.97	10/16/2023	6104.000.445	10/26/2023	
INDIANA STATE POLICE TRAINING FUND*	10311 AUGUST 2023 LECE FEES	\$128.00	9/6/2023	7727.003.011	10/26/2023	
INDIANA UNDERGROUND*	10323 2023 SEPTEMBER TICKET FEE	\$958.55	10/5/2023	6101.314.385	10/26/2023	51563
INDIANAPOLIS EMS*	10400 MISC. MEDICAL & PHARMA: 10764	\$99.00	10/2/2023	2243.207.290	10/26/2023	51572
IRVIN*REBECCA	10001-1 UTIL REFUND 22 258001	\$19.82	10/16/2023	6104.000.445	10/26/2023	
J.G. UNIFORMS, INC*	10289 OUTER CARRIER - SINGH	\$250.49	10/6/2023	1101.206.225	10/26/2023	51140
JACOBS GROUP GENERAL CONTRACTORS*	10377 HYDRANT METER DEPOSIT REFUND 3"	\$500.00	10/16/2023	6101.011.345	10/26/2023	
KATONA*JOAN	10001-1 UTIL REFUND 110 123001	\$47.29	10/16/2023	6104.000.445	10/26/2023	
KATONA*JOAN	10001-1 UTIL REFUND 110 123001	\$2.48	10/16/2023	6201.441	10/26/2023	
KNOWLES*TREVOR	10001-1 UTIL REFUND 119 371000	\$5.00	10/16/2023	6501.441	10/26/2023	
KNOX SEPTIC & SEWER*	10379 STA133: FILTER EXCHANGE:	\$125.00	10/5/2023	2243.207.360	10/26/2023	51651
KRAMER INCORPORATED*	10328 SUBDIVISION INSPECTION SERVICES	\$7,800.00	10/2/2023	1101.002.309	10/26/2023	
KRAMER INCORPORATED*	10328 SUBDIVISION INSPECTION SERVICES	\$7,800.00	10/2/2023	6201.002.309	10/26/2023	
KRAMER INCORPORATED*	10328 SUBDIVISION INSPECTION SERVICES	\$7,800.00	10/2/2023	6101.002.309	10/26/2023	
KRAMER INCORPORATED*	10328 SUBDIVISION INSPECTION SERVICES	\$7,800.00	10/2/2023	6501.002.309	10/26/2023	
KRAMER INCORPORATED*	10349 OWNER REP SERVICES	\$21,250.00	10/2/2023	2201.012.311	10/26/2023	49798
KRAMER INCORPORATED*	10348 CR700 INSPECTION SERVICES	\$12,500.00	10/2/2023	6204.316.310	10/26/2023	48572
LA FOLLETTE*PAUL	10001-1 UTIL REFUND 160 167000	\$74.63	10/16/2023	6104.000.445	10/26/2023	

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LAFORTE*NICOLE R	10001-1 UTIL REFUND 148 176000	\$3.11	10/16/2023	6501.441	10/26/2023	
LAFORTE*NICOLE R	10001-1 UTIL REFUND 148 176000	\$46.09	10/16/2023	6201.441	10/26/2023	
LAFORTE*NICOLE R	10001-1 UTIL REFUND 148 176000	\$2.53	10/16/2023	6101.447	10/26/2023	
LAFORTE*NICOLE R	10001-1 UTIL REFUND 148 176000	\$23.27	10/16/2023	6101.441	10/26/2023	
LEFLER*RICHARD/FRANCIS	10001-1 UTIL REFUND 32 292004	\$15.23	10/16/2023	6104.000.445	10/26/2023	
MAGNEGRIP*	10384 PROJECT: BFT_DIESEL EXTR STA131+ALL S	\$17,537.00	9/30/2023	4444.207.350	10/26/2023	51063
MAGNEGRIP*	10384 PROJECT: BFT_DIESEL EXTR STA133	\$12,468.00	9/30/2023	4444.207.350	10/26/2023	51063
MAGNEGRIP*	10384 PROJECT: BFT_DIESEL EXTR STA132	\$12,468.00	9/30/2023	4444.207.350	10/26/2023	51063
MCKINZIE*THOMAS	10001-1 UTIL REFUND 34 482002	\$19.40	10/16/2023	6104.000.445	10/26/2023	
MCMaster-CARR*	10360 MISC SUPPLIES	\$60.97	9/27/2023	6201.008.235	10/26/2023	51620
MCMaster-CARR*	10360 MISC SUPPLIES	\$51.54	9/26/2023	6201.008.235	10/26/2023	51620
MCMaster-CARR*	10360 MISC SUPPLIES	\$411.25	9/27/2023	6201.008.235	10/26/2023	51620
MCMaster-CARR*	10360 MISC SUPPLIES	\$127.56	9/27/2023	6201.008.235	10/26/2023	51620
MERIPLEX SOLUTIONS, LLC*	10403 MSOFFICE 365 & MSA: 09/2023	\$1,375.40	9/15/2023	2243.207.364	10/26/2023	51592
MES-INDIANA*	10392 SCBA HOLDER AND STRAP	\$534.99	9/28/2023	2243.207.293	10/26/2023	51585
MES-INDIANA*	10394 SCOTT AIR-PAK X3 PRO PACKAGE	\$0.00	10/4/2023	4444.207.424	10/26/2023	47352
MES-INDIANA*	10394 SCOTT AIR-PAK X3 PRO PACKAGE	\$1,829.10	10/4/2023	4444.207.387	10/26/2023	47352
MES-INDIANA*	10393 L139: ISO EQUIPMENT	\$81.85	9/28/2023	4444.207.231	10/26/2023	51586
MES-INDIANA*	10390 NEW HIRE UNIFORM: A. HAFNER	\$136.33	10/4/2023	2243.207.225	10/26/2023	51596
MES-INDIANA*	10391 J. KNOX: DRESS JACKET AMENDMENTS	\$26.00	9/29/2023	2243.207.225	10/26/2023	51584
MES-INDIANA*	10389 NEW HIRE UNIFORM: A. ANDERSON	\$124.53	10/4/2023	2243.207.225	10/26/2023	51595
MES-INDIANA*	10388 K. EDIE: TURNOUT GEAR	\$3,340.86	10/10/2023	4444.207.387	10/26/2023	51654
MES-INDIANA*	10395 L139 ISO EQUIPMENT	\$787.36	9/28/2023	4444.207.231	10/26/2023	51300
MIDWESTERN ELECTRIC, INC*	10237 ROUTINE, NON-ROUTINE MAINTENANCE	\$4,190.79	9/30/2023	2202.304.362	10/26/2023	51566
MIDWESTERN ELECTRIC, INC*	10298 AUGUST ROUTINE/NON-ROUTINE MAINT	\$2,481.00	8/31/2023	2202.304.362	10/26/2023	51612
MIDWESTERN ELECTRIC, INC*	10299 JULY ROUTINE/NON-ROUTINE MAINTENANCE	\$11,743.35	7/31/2023	2202.304.362	10/26/2023	51611
MIDWESTERN ELECTRIC, INC*	10303 ROUTINE/NON-ROUTINE MAINTENANCE	\$4,190.79	9/30/2023	2202.304.362	10/26/2023	51566
MILLER*GARY/LISA	10001-1 UTIL REFUND 124 193000	\$29.80	10/16/2023	6104.000.445	10/26/2023	
MILLER*JASON	10001-1 UTIL REFUND 18 326003	\$43.80	10/16/2023	6104.000.445	10/26/2023	

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>AMOUNT</u>	<u>Invoice Date</u>	<u>ACCT. #</u>	<u>Due Date</u>	<u>P.O. #</u>
MOONWALKS AND MORE*	10291 BUNGEE TRAMPOLINE/NNO	\$4,240.00	10/2/2023	2300.206.462	10/26/2023	51560
MOWERY HEATING & AIR CONDITIONING*	10378 STA131: WATER HEATER REARC PUMP REPL	\$3,337.74	10/9/2023	2243.207.360	10/26/2023	51656
NELSON & CO. LLC*	10401 NEW HIRE UNIFORM: N. POWELL	\$311.80	4/3/2023	2243.207.225	10/26/2023	50430
NORTH SALEM TOWN MARSHALL*	10305 AUGUST 2023 LECE FEES	\$4.00	10/2/2023	7727.003.016	10/26/2023	
OFFICE360*	10405 HQ: MARKERS, CLR TABS, TAPE, 1" BNDRS	\$145.24	10/12/2023	2243.207.223	10/26/2023	51659
OFFICE360*	10405 HQ: STAB INDEX	\$9.25	10/12/2023	2243.207.223	10/26/2023	51659
OLTHOF HOMES LLC*	10001-1 UTIL REFUND 151 7000	\$30.45	10/16/2023	6101.447	10/26/2023	
OLTHOF HOMES LLC*	10001-1 UTIL REFUND 151 7000	\$956.43	10/16/2023	6201.441	10/26/2023	
OLTHOF HOMES LLC*	10001-1 UTIL REFUND 151 7000	\$527.53	10/16/2023	6101.441	10/26/2023	
PACE ANALYTICAL SERVICES, LLC*	10316 UCMR5 SE2 SEPT 2023 WATER ANALYSIS	\$1,027.00	10/10/2023	6101.314.343	10/26/2023	51619
PEERLESS-MIDWEST, INC.*	10326 ARBUCKLE HIGH SERVICE PUMP #2	\$38,430.00	9/29/2023	6101.314.366	10/26/2023	50843
PEERLESS-MIDWEST, INC.*	10325 ARBUCKLE PLANT TEST DRILLING 2023	\$20,750.00	9/29/2023	6101.314.369	10/26/2023	51561
PEERLESS-MIDWEST, INC.*	10324 WELL #11 CLEANING AND NEW MOTOR	\$27,800.00	9/29/2023	6101.314.366	10/26/2023	51562
PENN CARE, INC.*	10413 TEMPUS CABLES	\$445.00	10/5/2023	2243.207.290	10/26/2023	51604
PITTSBORO TOWN MARSHAL*	10313 SEPTEMBER LECE FEES	\$44.00	10/3/2023	7727.003.015	10/26/2023	
POPP*SARAH	10001-1 UTIL REFUND 20 54003	\$43.62	10/16/2023	6104.000.445	10/26/2023	
PORTER TOWING*	10359 TOW TRUCK 37	\$675.00	8/24/2023	6201.008.316	10/26/2023	51617
PROSHRED SECURITY*	10336 SHRED SERVICES	\$23.88	10/11/2023	6101.011.316	10/26/2023	
PROSHRED SECURITY*	10336 SHRED SERVICES	\$23.88	10/11/2023	6201.011.316	10/26/2023	
PROSHRED SECURITY*	10336 SHRED SERVICES	\$44.08	10/11/2023	1101.003.223	10/26/2023	
PROSHRED SECURITY*	10336 SHRED SERVICES	\$23.88	10/11/2023	1101.011.316	10/26/2023	
PULLAN ENTERPRISES LLC*	10001-1 UTIL REFUND 16 490003	\$54.88	10/16/2023	6205.000.445	10/26/2023	
PULLAN ENTERPRISES LLC*	10001-1 UTIL REFUND 16 490003	\$41.88	10/16/2023	6104.000.445	10/26/2023	
QUADIENT FINANCE USA, INC.*	10343 POSTAGE REFILL BALANCE	\$316.67	9/29/2023	6201.011.221	10/26/2023	
QUADIENT FINANCE USA, INC.*	10343 POSTAGE REFILL BALANCE	\$316.67	9/29/2023	6101.011.221	10/26/2023	
QUADIENT FINANCE USA, INC.*	10343 POSTAGE REFILL BALANCE	\$316.66	9/29/2023	6501.011.221	10/26/2023	
REED*KERRI	10001-1 UTIL REFUND 148 91000	\$0.38	10/16/2023	6101.441	10/26/2023	
REED*KERRI	10001-1 UTIL REFUND 148 91000	\$75.00	10/16/2023	6104.000.445	10/26/2023	
REED*KERRI	10001-1 UTIL REFUND 148 91000	\$14.98	10/16/2023	6201.441	10/26/2023	

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SECURITY PROS, LLC*	10334 PRO CARE SERVICE AGREEMENT	\$130.76	10/15/2023	1101.011.360	10/26/2023	49993
SECURITY PROS, LLC*	10334 PRO CARE SERVICE AGREEMENT	\$130.77	10/15/2023	6101.011.360	10/26/2023	49993
SECURITY PROS, LLC*	10334 PRO CARE SERVICE AGREEMENT	\$130.77	10/15/2023	6201.011.360	10/26/2023	49993
SELECTIVE INSURANCE COMPANY*	10355 POLICY DEDUCTIBLE	\$2,283.50	9/27/2023	7728.001.340	10/26/2023	
SINGH*MANSI R	10001-1 UTIL REFUND 156 263000	\$3.93	10/16/2023	6101.441	10/26/2023	
SINGH*MANSI R	10001-1 UTIL REFUND 156 263000	\$75.00	10/16/2023	6104.000.445	10/26/2023	
SINGH*MANSI R	10001-1 UTIL REFUND 156 263000	\$4.42	10/16/2023	6201.441	10/26/2023	
SPECK'S PET SUPPLY*	10376 SUPERWORMS	\$6.00	10/14/2023	2211.509.204	10/26/2023	51664
SPOT FREE CLEANING AND RESTORATION*	10340 CARPET CLEANING	\$450.00	10/11/2023	1101.011.316	10/26/2023	51645
SRM CONCRETE*	10300 CONCRETE @ 6728 KARA LANE	\$595.00	9/28/2023	2201.304.232	10/26/2023	51628
STARMEDIA*	10276 LEGAL NOTICE; MAIN & COLLEGE PROJECTS	\$359.56	9/20/2023	6201.316.332	10/26/2023	
STEELE INSURANCE & FINANCIAL SERVICES*	10354 MAINT FEES - SEPTEMBER 2023	\$156.25	10/3/2023	6201.010.364	10/26/2023	
STEELE INSURANCE & FINANCIAL SERVICES*	10354 MAINT FEES - SEPTEMBER 2023	\$156.25	10/3/2023	1101.010.364	10/26/2023	
STEELE INSURANCE & FINANCIAL SERVICES*	10354 MAINT FEES - SEPTEMBER 2023	\$156.25	10/3/2023	6101.010.364	10/26/2023	
STEELE INSURANCE & FINANCIAL SERVICES*	10354 MAINT FEES - SEPTEMBER 2023	\$156.25	10/3/2023	2243.207.364	10/26/2023	
STELLO PRODUCTS,INC.*	10297 SIGN	\$799.90	10/5/2023	2201.304.292	10/26/2023	51057
STELLO PRODUCTS,INC.*	10296 SIGNS & HARDWARE	\$278.35	10/5/2023	2201.304.292	10/26/2023	51058
STELLO PRODUCTS,INC.*	10294 NO PRKG, BLIND PERSON AREA SIGNS. JEF	\$598.50	10/5/2023	2201.304.292	10/26/2023	51109
STELLO PRODUCTS,INC.*	10295 FREIGHT CHARGE ON ORDER	\$12.57	10/5/2023	2201.304.292	10/26/2023	51613
STELLO PRODUCTS,INC.*	10294 GAUGE SQUARE POSTS	\$2,426.25	10/16/2023	2201.304.292	10/26/2023	51109
STELLO PRODUCTS,INC.*	10293 METRO WING BRACKETS W HARDWARE	\$3,247.50	9/29/2023	2201.304.292	10/26/2023	51109
STEUERWALD, WITHAM & YOUNGS, LLP.*	10308 OCTOBER 2023 PAUPER FEES	\$1,400.00	10/2/2023	1101.003.302	10/26/2023	
STRYKER SALES CORPORATION*	10382 LUCAS 3 CHEST COMPRESSION UNITS	\$51,624.42	10/3/2023	4444.207.447	10/26/2023	50800
SUPERIOR GARAGE DOOR SYSTEMS, INC.*	10358 DOOR REPAIR	\$1,885.00	9/27/2023	1101.008.361	10/26/2023	51621
THE REPUBLICAN NEWSPAPER*	10385 NOTICE TO TAXPAYERS ADDTL ADDENDUM	\$21.80	10/12/2023	1101.005.333	10/26/2023	
THIRSTYLAWN IRRIGATION, LLC*	10367 FALL IRRIGATION CL - TN HALL & POLICE	\$250.00	10/15/2023	1101.011.361	10/26/2023	48723
TRISLER*JOHN W.	10001-1 UTIL REFUND 76 593600	\$75.00	10/16/2023	6104.000.445	10/26/2023	
TSW UTILITY SOLUTIONS, INC*	10279 CONTRACTOR'S APPLICATIONS FOR PAYMENT	\$13,442.50	8/30/2023	6201.316.392	10/26/2023	50628
TURNER*NICKOLA	10001-1 UTIL REFUND 160 238002	\$18.99	10/16/2023	6104.000.445	10/26/2023	

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TURNER*NICKOLA	10001-1 UTIL REFUND 160 238002	\$6.57	10/16/2023	6205.000.445	10/26/2023	
USHMAN*KRISTIN LYNN	10314 SEPTEMBER PROBATION FEES	\$14.66	10/4/2023	7727.003.618	10/26/2023	
UTILITY SERVICE CO. INC.*	10315 QUARTERLY PAYMENT SOUTH WATER TANK	\$8,840.50	10/1/2023	6101.314.367	10/26/2023	51625
UTILITY SERVICE CO. INC.*	10315 QUARTERLY PAYMENT NORTH WATER TANK	\$11,641.50	10/1/2023	6101.314.367	10/26/2023	51625
UTILITY SUPPLY COMPANY*	10319 10 GAUGE TRACER WIRE POLY JACKET 500'	\$583.56	10/6/2023	6101.314.238	10/26/2023	51606
UTILITY SUPPLY COMPANY*	10318 METER 2" GAL PIT W/ANTENNAS	\$4,280.00	10/3/2023	6101.314.232	10/26/2023	51555
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 119 COPELAN	\$209.34	9/27/2023	6201.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 119 COPELAN	\$209.33	9/27/2023	6101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 31 N GREEN	\$231.33	9/27/2023	6101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 119 COPELAN	\$209.33	9/27/2023	1101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 61 N GREEN	\$289.67	9/27/2023	6201.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 61 N GREEN	\$289.67	9/27/2023	6101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 61 N GREEN	\$289.66	9/27/2023	1101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 75 WHITTING	\$473.33	9/27/2023	1101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 75 WHITTING	\$473.33	9/27/2023	6101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 75 WHITTING	\$473.34	9/27/2023	6201.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 104 E MAIN	\$121.34	9/27/2023	6201.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 104 E MAIN	\$121.33	9/27/2023	6101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 104 E MAIN	\$121.33	9/27/2023	1101.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 31 N GREEN	\$231.34	9/27/2023	6201.011.360	10/26/2023	49126
VASEY COMMERCIAL HEATING & AIR*	10342 2023 HVAC MAINT/FLTR CHNG 31 N GREEN	\$231.33	9/27/2023	1101.011.360	10/26/2023	49126
VB ONE LLC*	10001-1 UTIL REFUND 44 424002	\$91.37	10/16/2023	6201.441	10/26/2023	
VB ONE LLC*	10001-1 UTIL REFUND 44 424002	\$34.19	10/16/2023	6501.441	10/26/2023	
VB ONE LLC*	10001-1 UTIL REFUND 44 424002	\$62.22	10/16/2023	6101.441	10/26/2023	
VB ONE LLC*	10001-1 UTIL REFUND 44 424002	\$32.38	10/16/2023	6101.447	10/26/2023	
WEALING BROTHERS, LLC*	10282 Tons of sludge hauled to WB strg fcilty	\$4,308.63	10/2/2023	6201.316.357	10/26/2023	51541
WEBB EFFECTS, LLC*	10402 TRENCH TRAILER GRAPHICS	\$3,500.00	10/3/2023	4444.207.231	10/26/2023	51582
WESSLER ENGINEERING, INC.*	10285 STORMWATER MASTER PLAN ENG FEES	\$6,608.00	9/21/2023	6501.315.311	10/26/2023	50493
WESSLER ENGINEERING, INC.*	10286 WW AND SANITARY SEWER MASTER PLANS	\$48,830.00	9/21/2023	6201.316.311	10/26/2023	50494

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WESSLER ENGINEERING, INC.*	10320 WATER/DESTR MATER PLAN ENG FEES	\$31,320.00	9/21/2023	6101.314.311	10/26/2023	50492
WHITE*IRENE	10001-1 UTIL REFUND 158 308002	\$35.28	10/16/2023	6201.441	10/26/2023	
WOODY WAREHOUSE NURSERY, INC*	10373 FALL TREE SALE	\$3,102.07	10/2/2023	2211.509.204	10/26/2023	51640
WYSE*TODD/LUCINDA	10001-1 UTIL REFUND 156 272000	\$75.00	10/16/2023	6104.000.445	10/26/2023	

GRAND TOTALS :

\$731.953.65

Major Andrew Watts

Brownsburg Police Dept.
31 North Green Street
Brownsburg, IN 46112

Phone 317-852-1107
Dispatch 317-852-1100
Fax 317-858-2023

SEPTEMBER 2023 MONTHLY SUPPORT SERVICES REPORT

CHIEF OF POLICE
&
BROWNSBURG POLICE COMMISSION



Brownsburg Police Department

SUPPORT DIVISION REPORT

The following information contained within this report summarizes information deemed pertinent for dissemination from Major Andrew Watts.

- | | |
|--------------------------|---------------------------|
| -Investigations | -Information & Technology |
| -Administrative Services | -Human Resources |
| -Community Relations | -Training |
| -Public Information | -Vehicle Fleet |
| -Purchasing/Budget | |

Investigations

The Investigations Unit received (69) new cases, closed and/or suspended (19) cases, and closed (2) cases with (2) arrests. The crime trend for this month was *Crimes against Persons*. The Unit served (5) search warrants and/or subpoenas, conducted (10) interviews, completed (3) CVSA exams and attended (2) Child Forensic Interviews this month.

Captain Barrett is collaborating with the FBI for a confidential investigation and has attended several meetings, and other forms of communications in regards to this investigation. Captain Barrett is also assisting an area agency as the primary investigator for two confidential investigations within their agency and involving their staff. Barrett completed a confidential document for Office of the Chief of Police this month. Barrett was also a panelist for ICESAHT MDT Panel Discussion “Coffee with the Coalition” and a State-Wide SART Roundtable Discussion this month.

Lastly, it was announced earlier this month that Governor Eric Holcomb had selected our own Captain Jennifer Barrett to serve on his State Child Fatality Review Board. This is a tremendous honor to have one of the BPD staff selected and serving not just the people of Brownsburg or Hendricks County but now the State of Indiana.

Detective Sgt. Bass made an arrest for fraud, and is actively investigating several other fraud cases that are unrelated to the arrest this month. Bass was called out (1) time, and/or consulted (1) time this month by road personnel. Bass attended ballistic shield training this month.

Detective Sgt. Stanford is actively investigating several thefts as well as a fraud case this month. In addition, Stanford completed (2) CVSA's for potential reserve officer applicants. Stanford was called out one time, but was not consulted this month by road personnel.

Detective Sgt. Wells made an arrest for a Level 1 child molestation case, and is actively investigating several other cases including sexual assault, child molest and shots fired cases. Wells completed De-Escalation training this month. Wells conducted (1) CVSA and (1) background investigation. Wells was called out (1) time and/or consulted (6) times this month by road personnel.

Detective Sgt. O'Brien is actively investigating a CHINS report, and (2) death investigations this month. Preliminarily, one of the deaths appears to be natural and the other a suicide. O'Brien was called out (2) times and was consulted (1) time by road personnel.

Detective Sgt. Cronin is actively investigating multiple thefts and a fraud. The fraud was a common themed scam that requests the victim to cash a check for more than the service was estimated and then provide the extra cash to the scammer. The reporter in this case was not out any money. Cronin was not called out this month, but was consulted (2) times by road personnel.

Detective Jeremiah Jones is investigating a report of a sexual assault involving two juveniles as well as a burglary where the reporter is no longer cooperating. Jones was not called out, but was consulted (5) times by road personnel. In addition Jones, attended ERT training (2) times this month.

Investigations Assistant and Victim Advocate Amanda Earles was not called out while on duty but was called out one time while off duty this month. Earles is working with (3) new victims. She made (5) victim contacts via phone, (3) victim contacts via text/email, and one victim contact in person. Earles completed (3) Public Access requests, (23) video redactions, assisted Investigations in (46) IDACS/NCIC queries while uploading (26) 310's. In addition, Earles transferred (3) cases to other agencies, and entered (68) items of evidence into the property room. Earles completed (23) Prosecutor Discovery Requests that resulted in the following work product: (138) body camera footage, (94) Dash Cam/In car camera footage, (24) photos. She also returned and/or sent (0) search warrant, and assisted CSI Knowles (2) times with emptying the lobby Rx box.

Crime Scene Investigator and Property Room Manager Todd Knowles reported the following: called out (1) time on-duty and (5) times off-duty and processed (5) crime scenes by collecting/processing (40) items of evidence this month. Knowles checked in (81) items of evidence, signed out (11) items of evidence to Officers and returned (3) items of property to owners. Knowles completed (2) Prosecutor Discovery Requests that resulted in the following work product: uploaded (2) pieces of Body Camera footage, (2) Dash/In-Car Camera Footage, and (29) Photos. Knowles made (1) trip to the ISP Lab with (4) completed Lab submission Forms. Knowles obtained/lifted no fingerprints, collected (6) evidence swabs, uploaded (1) CAC (Vidanyx) interviews, and emptied the lobby Rx box for a total of (88) lbs. Knowles served (1) search warrant, and completed the transfer of no items of evidence to another agency.

Finally, Knowles attended Crime Scene Investigators certification training at the Indiana Law Enforcement Training Academy on 9/11 through 9/29/23.

Forensics Analyst and Technology Liaison Kim Shupert completed (2) requests for examination of phones involving adult and child sex crimes this month. Shupert is training with Amanda Earles (prior to her departure) to aid in providing coverage for the Investigations Assistant position/Victim Advocate position vacated by Earles.

Administrative Services

September was a routine month for the Administrative Services Unit. Kristi Braziel has continued to settle into her position and is completing her daily tasks independently. Heidi is still working with Kristi on cross training in various aspects of the office. In the coming months, Heidi will begin to become familiar with the purchasing functions of the agency in order to serve as a backup in Debbie Umbanhowar's absence. The administration has identified the need to ensure that cross training occurs to maintain operations in the event that someone is unable to work or switches assignments/job duties. In the past, this has not occurred and the recovery period along with the efficient operations of the agency has suffered.

One area worth mentioning as it relates to the Administrative Services Unit is the continued uptick in volume of the Public Access Requests. Admin Services has seen a drastic increase in the number of requests being generated by local citizens as well as out of state subjects. Each request requires a timely diligent review and research to determine if the information being requested is eligible for release and certain protected information is redacted prior to release. In addition, the requests often involve video (body camera and dash camera). This creates yet another lengthy review and redaction of the video if it is available for release.

In the month of September, the Administrative Services Unit processed (42) public access requests, (24) criminal history requests, (6) gun permits, (14) sets of fingerprints, (2) rider requests, and (70) alarm permit transactions. Fees generated totaled \$2236.00 below is a breakdown of the collected fees:




➤ Accident Reports	\$ 105.00
➤ Incident Reports	\$ 80.00
➤ Gun Permits	\$ 0.00
➤ Criminal Histories	\$ 10.00
➤ Alarm Transactions	\$ 1780.00
➤ Vin Check	\$ 10.00
➤ Notary Fees	\$ 8.00
➤ Fingerprints	\$ 125.00
➤ Pictures/Video	\$ 10.00
➤ Off Duty Mgmt.	\$ 108.00

Public Information

The agency received numerous media contacts/inquires throughout the month of September. The majority of the media inquiries (television and written) revolved around significant incidents from throughout the last several weeks including accident involving HCSD deputy on I74 upon which BPD conducted the crash investigation. In addition, BPD received inquiries reference pending Hendricks County Sheriff's cases that occurred adjacent to Brownsburg jurisdiction.

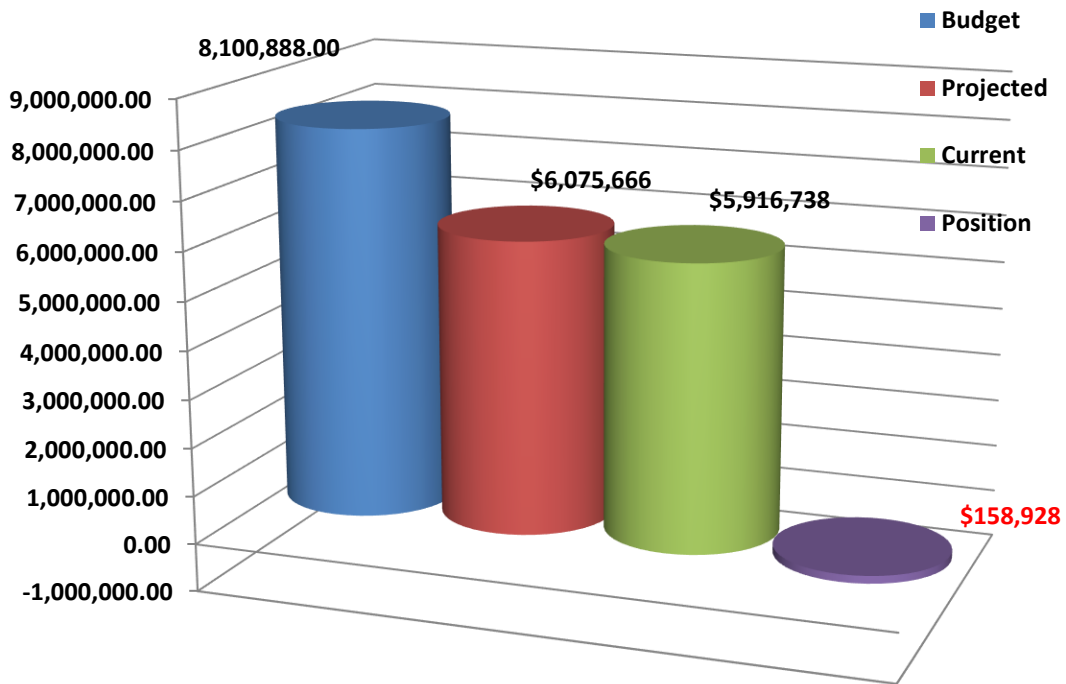
The department also released (23) Facebook posts, (1) Facebook Crime Tips post, (18) Tweets from X Twitter, (13) Instagram Posts

Current subscriber lists report the following number of members:

Media Resource	Subscribers/Contacts
Facebook 	13,608
Facebook Crime Tips 	7,700
Twitter/ X 	3,246
Instagram	1,330

Budget

As of September 30, 2023, the department expended 73.04% of its budget. As is typical of September we remain slightly under budget. Encumbered funds from 2022 totaled \$91,454.49 and is reflected in the total budget amount.



Information Technology

Lt. Depinet reported his focus this month involved successfully modifying the Laserfiche Directory System (LDS), expanding its asset tracking capacity from (10) to unlimited quantity per employee thereby significantly enhancing our asset tracking/management. Currently, he is developing a daily roll-call automated system to improve department-wide communication by providing information such as arrests, crime-tips, and employee events like birthdays and anniversaries to all staff members.

Depinet also continues to maintain communication with several body camera vendors who have made proposals to replace the current system. The replacement and implementation of a new body camera and in car camera system is contingent upon the successful passing of the 2024 budget.

Lt. Depinet and Capt. Bullock have worked to ensure that Town Court proceedings are adequately staffed as it relates to security throughout September.

Human Resources

In September, BPD operated at full staffing (with one officer in FTO) for the first time in several years. All three new officers are progressing very well through their ongoing training and Field Training.

In addition, BPD currently has one officer on light duty at this time. This light duty assignment is not related to any injury incurred while on duty.

Victim advocate Amanda Earles announced her intention to resign her position effective October 6th. Amanda has served the BPD since November of 2015 in one civilian capacity or another. The agency wishes her the best in her new endeavors and will be announcing a civilian recruitment process in the very near future to fill vacant civilian positions.

Training

Training Requested submitted to the Training Board in September

The training board meeting on 9/7/2023 and approved/denied the following:

- Bass, Jacque Supervisor Liability for Law Enforcement Conference- Approved
- Singh, Karanveer Indiana Case Law – Denied (Ofc still on FTO)
- Adamson, Taylor Behavior Based Close Quarters Clearance – Approved
- Foote, Heather LE BEHAVIOR BASED CQB – Approved
- Lynch, James LE BEHAVIOR BASED CQB – Approved
- Smith, Jacob LE BEHAVIOR BASED CQB – Approved
- Foote, Heather E-Collar Without Conflict – Approved
- Sentany, Steven Behavior Based CQB – Approved
- Cronin, Kevin Part 4 of Crime Scene Investigator Training - Approved
- Jones, Jeremiah Part 4 of Crime Scene Investigator Training - Approved

Hosted Training Courses for September

- BCSC PD qualification for new hire Ofc. Crouch
- Water Rescue Training at BFT Headquarters x 2 days
- CILTEC Training Meeting
- SFST Refresher x 2 days
- ERT Training x 2 days
- Tactical Rifle/Pistol Shoot at Danville Range x 2 days
- Shield Training x 2 days

Training Facility utilization by outside agencies for the month of September

<u>Agency</u>	<u>Date</u>	<u>Range</u>	<u>Shoot House</u>	<u>Mats</u>	<u>Classroom</u>
IRS Crime Invest	9/8,13,29	X	X		X
IMPD-Pacers	25th		X	X	X
Plainfield PD	5 th & 6 th	X			
BCSC PD	7 th	X			
Indy Airport PD	9 th	X			

Training Invoices sent out for September

- IRS Criminal Investigations – Invoiced for (3) days of facility usage
- PACERS Security – Invoiced for facilities usage for 1 day
- Airport PD – 2 hours on range. Didn't invoice

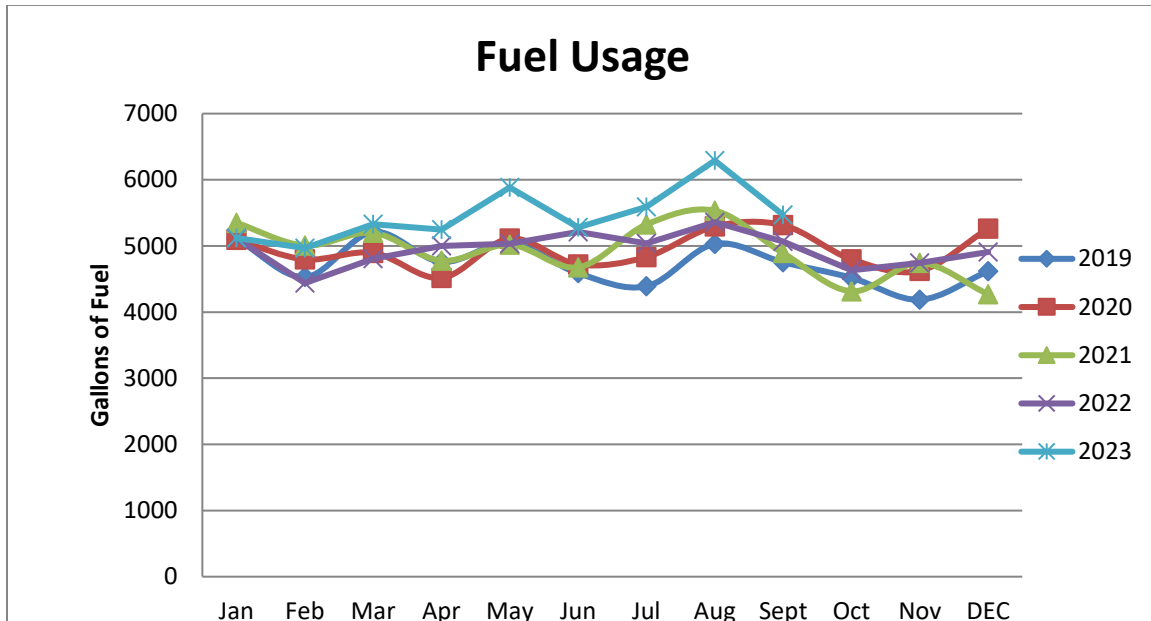
Training Coordinator Business

In addition to normal daily duties, Sgt. Fults oversaw or completed the following highlights in September:

- BPD Firearms staff conducted rifle pistol training at Danville Range. Completed all rifle qualifications for the year.
- Officer Brinson conducted SFST refresher training at the Training Facility for road units
- Captain Bullock facilitated Water Rescue Training with the Brownsburg Fire Territory
- (2) sessions of Shield Training were conducted for Admin units and Detectives

Vehicle Fleet

As of the time of this report no new information is available as it pertains to the acquisition of any ordered police vehicles. The town garage has identified and prepared orders for (8) 2023 Ford police interceptor SUVs, (1) Chevy Tahoe to replace a wrecked K9 vehicle and (4) Ford F150 units for traffic, investigations and the training unit. These vehicles are anticipated to be received and outfitted in the coming months. We have been advised that the state bid ordering portal opens in October for Explorers and that Ford will only accept police vehicle orders at those times. In the meantime, garage staff continue to perform routine maintenance to ensure the safety and life of the vehicle fleet is maintained. The fuel usage numbers for September reflected 5,469 gallons used. This is a decrease from last month and an increase from September of 2022. Usage is higher but remains very consistent with previous months and years (see below chart). Our officers and staff continue to be mindful and conservative of the fuel utilized both on and off duty.



Respectfully Submitted,

Major Andrew Watts

Major Bryan Fultz

Brownsburg Police Dept
31 North Green Street
Brownsburg, IN 46112

Phone 317-852-1107
Dispatch 317-852-1100
Fax 317-858-2023

SEPTEMBER 2023 MONTHLY OPERATIONS REPORT

CHIEF OF POLICE
&
BROWNSBURG POLICE COMMISSION



Brownsburg Police Department

OPERATIONS DIVISION REPORT

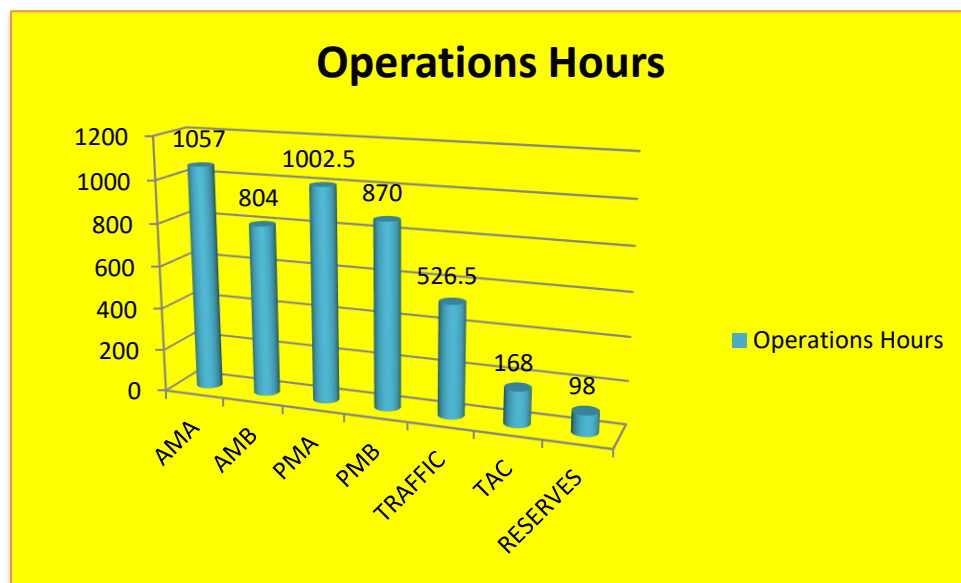
The following information contained within this report summarizes information deemed pertinent for disseminations from Major Bryan Fultz.

- Hours
- Highlights
- K9
- FTO
- Use of Force
- Vehicle Pursuit
- Traffic
- Narcotics
- Emergency Response Team
- Tactical
- Community Relations
- Bike Patrol
- Reserves
- Narcan Usage
- Additional Enforcement
- Roll Call Training

Hours

During the month of September, officers of the Operations Division worked a total of 4,428 hours. 98 total work hours were completed by Non-Probationary Reserve Officers not in the FTO program.

**Total hours reflect actual road hours (training and meeting hours are excluded).



Highlights

On September 5, 2023, Officer Dirk Fentz, with the assistance of the U.S. Marshall Service, arrested a wanted felon on charges filed by BPD. Officer Fentz spent some time on surveillance and located the subject making the arrest without incident.

On September 6, 2023, AMA shift officers were notified of a stolen vehicle in Brownsburg via Flock camera. Shift officers located the vehicle and initiated a “high risk” stop at East Northfield Drive and Pennwood Lane. After detaining the driver and passenger, it was learned that an agreement had been made to return the vehicle to the registered owner, but the vehicle had not been removed as stolen. It should be noted that the driver and passenger had suspended licenses. The driver was charged for operating a vehicle as a habitual traffic offender and transported to jail.

On September 11, 2023, Officer Heather Foote initiated a traffic stop for an infraction. Upon making contact and identifying the driver and passengers, it was learned that a passenger had an active warrant. The passenger was taken into custody and transported to jail.

On September 11, 2023, AMA shift officers responded to a business on West Northfield Drive regarding a theft in progress. Officers were provided suspect information by employees. The suspect walked from the business to a vehicle parked at a fuel station. The vehicle left and committed multiple infractions. Officer Heather Foote initiated a traffic stop and the vehicle continued without yielding. The vehicle eventually stopped and the driver and two passengers were removed from the vehicle. Investigation revealed that a passenger, also the suspect, had stolen merchandise from the business. The suspect additionally had an active felony warrant out of Marion County. The suspect was charged and transported to jail.

On September 17, 2023, Officer Cody Molina initiated a traffic stop on a suspected impaired driver. The driver initially stopped in the middle of the roadway then continued driving before coming to a stop. Upon making contact with the driver, Officer Molina detected the odor of alcohol emanating from the vehicle. There was a language barrier and the driver was slurring their words. Due to the level of intoxication, sobriety tests were not administered and the driver was transported to the Brownsburg Police Department. Officer Molina requested and obtained a blood draw search warrant. The driver was transported to a medical facility where the draw was administered. Upon completion, the driver was charged and transported to jail.

On September 17, 2023, Officer Megan Clonce initiated a traffic stop for an infraction. Upon identifying the driver and passenger, it was learned that the passenger had an active warrant out of Boone County. Further investigation revealed that the passenger possessed suspected methamphetamine. The passenger was charged and transported to jail.

On September 19, 2023, Officer Dustin Johnson responded to a residence on Lacy Court regarding a stolen vehicle. The victim reported the vehicle being stolen early in the evening. Officer Johnson utilized Flock camera's to review the vehicle location. The vehicle was observed to leave Brownsburg and then come back. Officers located the vehicle in a business parking lot several hours later. The vehicle steering column was damaged from the theft. The vehicle owner took possession of the vehicle. No suspect information was obtained at the time of report and recovery.

On September 20, 2023, Officer Cody Molina initiated a traffic stop on a suspected impaired driver. Upon making contact and identifying the driver, Officer Molina observed deceptive behavior. Officer Molina also detected the odor of marijuana emanating from the vehicle. Cpl. David Shedrow assisted with the stop and deployed his police K9 around the vehicle. The K9 showed positive indication to narcotics in the vehicle. A search of the vehicle revealed suspected methamphetamine, marijuana, drug paraphernalia, and a firearm. The driver was charged and transported to jail.

On September 21, 2023, Cpl. Jason McCoy responded to a report of a stolen vehicle on Prairieview Terrace. The victim reported that the vehicle was stolen during the overnight hours of September 20, 2023. The victim reported that a key to the vehicle was missing from their truck and that the truck must have been left unlocked. Officers utilized Flock cameras to track the vehicle. The vehicle was tracked traveling east on 56th Street at Raceway Road early in the morning. The vehicle has not been recovered and there is no suspect information.

On September 22, 2023, Officer Karanveer Singh responded to a report of a burglary on Locust Lane. The caller reported a neighbor, who was reported intoxicated and suicidal, broke into their house in attempt to steal prescription narcotics. The neighbor left without further incident and officers utilized phone pings to locate the suspect. Due to the state of intoxication and mental health, the suspect was transported to a medical facility for evaluation. Charges have been filed.

On September 22, 2023, Officer Dustin Johnson responded to a traffic hazard at Green Street and Tilden Road. Upon arrival, Officer Johnson observed a vehicle sitting in the roadway and found the driver in the vehicle. The driver showed signs of impairment and admitted to consuming alcohol. Officer Johnson administered field sobriety tests to the driver. The driver failed two tests and could not complete the third test. The driver consented to a certified test and was transported to a medical facility where a blood draw was administered. Upon completion, the driver was charged and transported to jail. Upon arrival at the jail, officers located suspected heroin in the driver's possession. The driver has been additionally charged.

On September 23, 2023, Officer Karanveer Singh responded to a report of a stolen vehicle on Sycamore Street. The victim reported the vehicle stolen during the overnight hours of September 22, 2023. The victim said an extra set of keys to the vehicle were lost several weeks ago and never recovered. Officer Singh utilized Flock to track the vehicle. The vehicle was last observed traveling west on 56th Street from Raceway Road on September 22, 2023. The vehicle has not been recovered and there is no suspect information.

K9

BPD K9 Division	Ofc. Marcum Carro	Ofc. Shedrow Drago	Ofc. Carr Trip	Ofc. Foote Raptr	Totals
Training Hours	16	16	16	16	64
Deployments	1	6	1	12	20
Arrests	0	8	0	10	18

Brownsburg Police Department K9 Unit conducted monthly training on September 21, 2023. Training consisted of narcotics detection on multiple interior rooms and exterior locations utilizing distractor odors. Additional training consisted of tracking in tall grass, felony stop scenarios, and obedience.

FTO

Probationary Officer	Phase	FTO Hours YTD	Program Complete
Karanveer Singh	4	477	No
E=Experienced			

Officer Singh has successfully completed phase 3 as of September 30, 2023, and has begun phase 4 as of October 1, 2023. Phase 4 is the final phase of training for the probationary officer before being released for solo patrol.

Use of Force

The Brownsburg Police Department documented four (4) Use of Force Reports during the month of September. The reports are classified as follows: Firearms Pointing and Weaponless Physical.

Documented report 1 involved a Brownsburg Officer witnessing a suspect attempting to force entry into a residence after being trespassed. The suspect made entry and officers set a perimeter around the residence and gave commands for the suspect to exit. The suspect did not comply and officers entered the residence. The officer located the suspect but could not see their hands after giving commands. The officer pointed his department issued firearm at the suspect until being taken into custody.

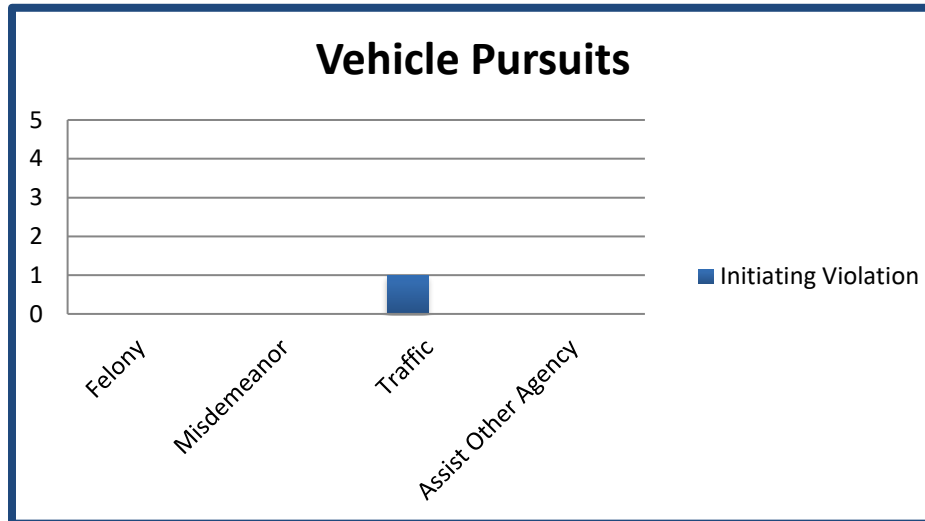
Documented report 2 involved a Brownsburg Officer deploying on a “high risk” traffic stop on a stolen vehicle. Upon confirming the vehicle stolen, officers stopped the vehicle and pointed their department issued firearms at the vehicle until the driver and passenger were detained.

Documented report 3 involved Brownsburg Officers responding to a physical domestic call for service. Upon arrival, officers learned that a family member with mental health issues had assaulted another family member. The family member had to be physically restrained and transported to a medical facility for an evaluation.

Documented report 4 involved Brownsburg Officers responding to a physical domestic call for service. Upon arrival, the suspect of the crime was yelling and would not comply with officers. Officers attempting to place restraints on the suspect, the suspect resisted and attempted to pull away from officers. The suspect had to be physically restrained in order to be placed in restraints.

Vehicle Pursuit

The Brownsburg Police Department documented one (1) Vehicle Pursuit Report during the month of September. The chart below lists the initiating violation:



Brownsburg Officers initiated the single pursuit during the month of September. The pursuit ended when the driver eventually stopped and was taken into custody without incident. Length of the pursuit was 10 miles lasting nearly 9 minutes. No tire deflation devices were utilized during the pursuit.

Traffic

The Traffic Unit received the following workflow complaints during the month of September:

- Multiple parking complaints/violations at Legacy Park
- Unsafe starts leaving the high school parking lots

The Brownsburg Police Department investigated nine hit and run crashes during the month of September. Officer Liz Danai worked a total of five hours on three hit and run crashes that occurred in September and was able to identify a suspect in two cases. The remaining case that Officer Danai is working is still open. To date this year, 13 cases remain open.

The Traffic Unit tagged eight abandoned vehicles during the month of September. Owners were notified and follow-ups will be made.

The speed trailer was placed on County Road 550 North and Roadrunner Drive during the month of September due to speeding vehicles.

The following training was logged by the Traffic Unit during the month of September:

- Officer Huntsman-State Mandantes
- Officer Brinson-Water Rescue, ERT, and Firearms Training
- Officer Danai-Water Rescue and Standardized Field Sobriety Testing (SFST)
- Corporal Rooker-SFST

Narcotics

On September 29, 2023, BNU assisted in a multiagency investigation into a theft ring in Indianapolis, that had been targeting multiple construction sites in Hendricks County, involving stolen trailers, vehicles, UTV's and other pieces of construction equipment. During the search, multiple stolen vehicles were recovered along with approximately 3 pounds of methamphetamine and two subjects were arrested. This case involved the Indiana State Police, Danville Police Department, Avon Police Department, Brownsburg Police Department and the Department of Natural Resources.

A lot of September was again spent conducting surveillance and building cases. The DEA group that the BNU has an Officer attached to went up on a phone wire case last month and 2 weeks were spent on wire surveillance this month.

Emergency Response Team

ERT monthly training was conducted on September 19th and 26th.

On the September 19th training date, ERT conducted a firearms range with rifles and pistols. They completed a tactical shoot. They then trained CQT in the shoot house utilizing a role player. The team conducted high-risk search warrants, barricaded subjects, barricaded suicidal subjects and hostage rescue scenarios.

On the September 26th training date, ERT conducted Physical Fitness Training. Afterwards they trained in the shoot house with force on force training utilizing the simunitions platforms. The team conducted multiple scenario based training exercises.

All ERT members are in an active status. Officers Brinson, Nelson, Mader and Richards were released from Probationary status. They have successfully completed all requirements set by SOP to become full members of the Emergency Response Team.

Tactical

The Tactical Unit documented the following statistics during the month of September:

- Assist BPD Detectives in locating and apprehending a rape suspect
- Assist USM with apprehension of murder suspect
- Assist USM and ISP with apprehension murder suspect
- Assist USM with apprehension of serious violent felon with a firearm
- ERT training on September 19 and 26
- Assist USM with apprehension of drug trafficking suspect
- Warrant service in Danville arresting suspect on drug charges and stolen autos
- Initiated 11 traffic stops during the month of September resulting in 10 arrests

Community Relations

Calvary Learning Academy invited the Brownsburg Police Department to participate at their touch a truck event for their students. Over the 2-day event, Officer Elsiana Crosby engaged with nearly 180 community members; the bulk of which were children ages 2-6 years old. The students were allowed to look inside the patrol car, see the lights, touch some police equipment and learn about how and when to call 911.

Boy Scout Troop 377 hosted a bicycle safety class and invited Brownsburg Officers to come be guest speakers. Bike Operator Christian, Officer Clonce, and Officer Crosby attended the event and educated Troop 377 on bicycle safety. After the presentation, the Troop practiced riding their bikes and scooters through an obstacle course to hone in on their skills.

Orders were placed for promotional/recruitment items; these items will serve the department and our community in a variety of ways to include but not limited to:

- Community Engagement/Trust Building Tool
- Public Awareness and Education
- Recruitment and Retention
- Transparency and Accountability
- Crime Prevention
- Community Policing
- Public Safety Messages
- Positive Image and Reputation Management
- Emergency Response Preparedness

Bike Patrol

Bike Patrol conducted standard patrols throughout the month of September.

Bike Patrol was utilized throughout US Nationals at Indianapolis Raceway Park September 1 – 4. Bike Patrol Officers Stalnaker and Burks assisted with US Nationals.

Officer Christian completed a Bike Patrol detail for about 30-40 local Cub Scouts (Pack 377) on September 21, 2023. Officer Christian rode a small obstacle course with the Cub Scouts and spoke with them about bicycle safety, wearing helmets, and bicycle maintenance.

Reserves

The Reserve Unit provided nearly 100 hours of road coverage during the month of September.

On September 1, 2023, Cpl. Rob Van responded to three unconscious persons in Hendricks County jurisdiction. Cpl. Van was close and was the first to arrive within minutes administering Narcan to one subject. Cpl. Van provided aid to the additional persons until medics arrived. All three persons were revived and transported to a medical facility for observation. (See documented Narcan usage report 2 below for additional details)

Narcan Usage

The Brownsburg Police Department documented two (2) Narcan Usage Reports during the month of September.

Documented report 1 involved a Brownsburg Officer responding to a report of three unconscious persons lying on the ground just outside of Brownsburg jurisdiction. Upon arrival, a Brownsburg Officer administered one dose of department issued Narcan to one of the subjects. Medics arrived and administered Narcan to the remaining persons. All persons became conscious and admitted to using heroin prior to becoming unconscious. All subjects were transported to a medical facility for evaluation.

Documented report 2 involved a Brownsburg Officer responding to a report of an overdose at an address on West Northfield Drive. Upon arrival, the officer located an unconscious person and administered one dose of department issued Narcan. Medics arrived and provided further aid to the person and transported the person to a medical facility for evaluation. It should be noted that suspected fentanyl and drug paraphernalia were located in the vehicle.

Additional Enforcement

High Visibility Speed and Impaired Driving Enforcement concluded in September.

Six officers participated in the High Visibility Speed Enforcement detail and patrolled targeted areas in Brownsburg stopping 154 violators. 29 citations and 145 warning were written with six arrests being made.

One officer participated in the Impaired Driving Enforcement detail and patrolled targeted areas in Brownsburg stopping 18 violators. Four citations were issued and three arrests were made.

As a reminder, additional enforcement is funded by the National Highway Traffic Safety Administration (NHTSA) administered by the Indiana Criminal Justice Administration (ICJI).

Roll Call Training

- Prosecutor's Update
- High Risk Traffic Stop
- K9 Deployments
- Officer Involved Shooting Synopsis
- Investigative Tools for Road Officers



Brownsburg Fire Territory

Senior Staff Monthly Report

SEPTEMBER 2023 Activity

VGT Run Activity

Fire/Technical: 139

EMS: 249

Total: 388

Division Chief of EMS, Zach Bowers

Meetings: Indiana EMS Commission; Hendricks County EMS Chiefs;

EMS Training: Attended HRH ALS Audit and Review; September EMS Training: EMS response to sexual assault;

Other: Civilian Paramedic Interviews; Attended Indiana Emergency Response Conference in Indianapolis; Attended EMS Expo in New Orleans

Health and Safety Officer, Justin Butts

- Prepared WPE course and finished planning/scheduling for WPE Validation Study
- Coordinated off duty PFTs to run the course – 3-4 personnel per day offered to assist.
- Re-built data and spreadsheets for fitness stipend evaluation.
- Generated three scoring models for stipends, added a fourth category to more equitably spread out the stipend
- Worked on draft policy solutions in relation to sick time usage and FMLA
- Continued training and utilization of the thermal camera on the DJI Inspire Drone
- Trained on the DJI Matrice drone
- Registered FF Britani Frederickson for a Peer Fitness Trainer Course
- Completed updates from ACE to F2T for all PFTs
- Worked on Lactation policy and connected with the Women in Fire organization for guidance
- Scheduled/followed up on multiple new hire (Fire and Civilian)

Public Information Officer (PIO), Nina Powell

- Attended MESO Meeting for Statewide Indiana PIO's including ISP, IFD, IMPD and more along with all major news media outlets
- Met with BPD Community Resource Officer Elsiana Crosby to strategize community outreach collaboration
- Attended Calvary Touch-A-Truck event and created a video that reached 4,050 people showing firefighters interacting with Pre-K kiddos
- Attended the Bow Wow Bash with over 1000 participants and created posts reaching over 6,500 people on social media
- (None). 151,179
- Creating social media videos using trends to increase outreach and bring awareness to safety
- Identified firefighters that great at on camera interviews for October Fire Prevention Month and for recruitment tips
- Tracked social media trends studying why emergency posts performed better than community friendly posts
- Began adding more safety messages on each emergency post to gain the readers attention and infuse each emergency with a safety lesson
- Researched other Fire Departments comparable in size and studied their social media outreach
- Conducted grants research and development utilizing social media outreach numbers to demonstrate our effectiveness
- Developed new strategies for Octobers Social Media outreach
- Reached 151,179 social media accounts in the month of September

Division Chief of Training & Safety, Jerry Harder

Meetings: Staff Meetings, Recruit Academy meetings, HCSO

Monthly Trainings: Crews continue to use the training grounds for various trainings

Training Grounds:

- Conducted Trench Rescue Training on the training grounds. A total of 4 different holes were dug approximately 10'- 11' deep, 4' - 5' feet wide at various lengths. It was a successful training with great feedback from students and instructors. HUGE THANK YOU to Lt. Donnie Ross for providing the excavator and spending his own time to dig these holes.
- There will be a Trench Rescue Simulator made out of conex cans constructed later this year so that we don't have to dig holes to train.

Next Recruit Class: The next recruit class will start October 30th and run until December 22nd. This will be a combined class with Plainfield Fire. There will be a total of 14 recruits. 8 recruits from Plainfield and 4 from us. 90% of the training will be done here on our training grounds. The schedule is about complete, we are just working out some logistical items. Our recruits will be ready around the January 1st 2024. These recruits will fill vacancies from retirements or resignations.

Trench Rescue: The Trench Rescue Trailer (Tactical 130) is about 80% complete. We are in the process of building out the front of the trailer to keep all the tools organized. We did have our first Trench Rescue Technician class the 3rd week of September which went great. Once complete, will be stored at Station 132.



Brownsburg Fire Territory

Senior Staff Monthly Report

SEPTEMBER 2023 Activity

Hendricks County Rescue Task Force:

- Rope rescue training scenarios will start November 7th at Washington Township Park. We will be focusing on 2 different scenarios. The first being a low angle rescue (deep ravine). The second scenario will be a hunter that has fallen out of a tree stand and is now suspended. With hunting season soon to be in full swing, we try to focus on incidents that we have seen in the past.

Fire Prevention Division, Fire Marshal Paul Hudson

Fire Prevention Staffing

- DFM Schlageter USAF-R military duty
- FM Hudson attended "Plans Review for Fire and Life Safety" course at the National Fire Academy (returned 9/2)
- FM Hudson attended Koorsen Authority-Having-Jurisdiction seminar

Major Construction and Remodel Projects

- OrthoIndy Ambulatory - 9070 E 56th St. - Certificate of Occupancy
- The Arbuckle Phase 2 - 7140 Arbuckle Commons
- Home 2 Suites - 520 W Northfield
- Park 136 Building 2 - 1731 E US 136
- WB Frozen palm oil tank - 50 Maplehurst Dr.
- Brownsburg Schools Administration remodel - 310 Stadium Dr.
- Starbucks - 4470 Gipper Way
- McDonald's - 4490 Gipper Way
- Schumacher Racing Shop 2 - 1683 E Northfield Dr.
- Divot Golf - 60 E Northfield Dr. - Certificate of Occupancy
- Patrick Place Lot 10 - 730 Patrick Pl
- Bill Estes Ford EV charging stations 450 E Northfield Dr.
- State Bank drive through addition 900 E 56th St.
- OK Coffee Company 421 E Main St.
- Park 74 Commerce Center - building 1 - 9600 E CR 400 N
- Park 74 Commerce Center - building 2 - 9822 E CR 400 N
- Mowery Storage Barn - 710 E Main St.
- Brown Center - 25 S. Green Street
- Wawa Convenience Store - 60 E Garner Rd.

- Oranomed 1145 E Northfield Dr.
- HMD Motorsports 843 E Main St.
- Brownsburg High School North Physical Education Facility 800 S Odell St. - Certificate of Occupancy
- Brownsburg High School Fieldhouse - 1000 S Odell St.
- AT&T Mobility project at Lucas Oil Raceway Park 10267 E US 136
- Chipotle Mexican Grill 905 N Green St.
- 7Brew Drive Through Coffee 7430 E CR 700 N
- Lapp and West 1665 W Northfield Dr.

Community Risk Reduction Engagement

- Code compliance consulting: architects/engineers
- Building and planning TECH committee meeting
- Existing business and school inspections
- Fire Investigations
- Assist Pittsboro Fire with fire investigation
- BFT Executive Board Meeting - cancelled
- Town of Brownsburg events meetings
- St. Malachy Country Fair inspection
- U.S. Nationals at Lucas Oil Raceway Park inspections
- Blues in the 'Burg inspection

Public Education & Community Events

- BFT All staff Smoke Alarm Install Training
- Calvary Learning Academy Pub ed with crews
- Attended Bow Wow Bash at Williams Park with fire crews with over 1000 citizens in attendance



Brownsburg Fire Territory

Senior Staff Monthly Report

SEPTEMBER 2023 Activity

Deputy Chief of Administration, Todd Miller

VEHICLE MAINTENANCE

EG131:

- Pipe Exhaust Bellow replaced 1400.02 (parts 1250.00 / freight 150.02)

EG132:

- Pump repair 615.91 (parts 12.16 / labor 603.75)

LD131:

- engine hose repair 101.50 parts

C1350:

- PMI 101.00 (parts 74.51 / labor 19.50 / 6.99)

- Replaced wiper blades 16.78 parts

MD134:

- Light bulb replaced 9.71 parts

New Trucks-

- New BC130 is still at vendor. Correct emergency console has arrived. Estimated completion date 10/6.

- New C1302 recently purchased on 7/20 is waiting on parts to come in for emergency lighting package. Estimated completion late October / November.

BUILDING MAINTENANCE

Headquarters:

Station 131:

- BC Bay east bay door repair 410.00 (parts 35.00 / 375.00 labor)

- Clear out HVAC condensate drain that is plugged. 281.70 (parts 117.70 / labor 108.00 / truck charge 56.00)

Station 132:

- Septic Filete exchange 250.00 (125.00 x 2)

Station 133:

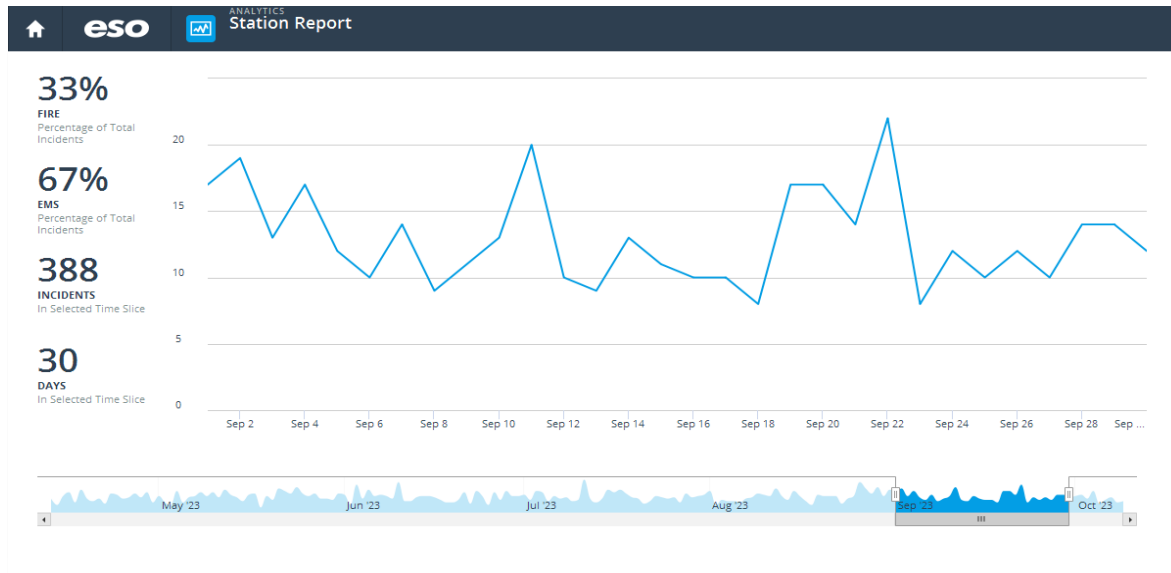
Stock Items

- Hydraulic Fluid and DEF 453.77

INCIDENTS

09/2023 ACTIVITY

Week Ending	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	Totals
(11) Structure Fire	1	2		1	1	5
(13) Mobile property (vehicle) fire				1		1
(14) Natural vegetation fire			1	1		2
(15) Outside rubbish fire	1			1		2
(30) Rescue, emergency medical call (EMS), other		4	2	2		8
(31) Medical assist			1			1
(32) Emergency medical service (EMS) incident	35	62	49	58	45	249
(33) Lock-In			1			1
(35) Extrication, rescue		1	1			2
(38) Rescue or EMS standby					1	1
(41) Combustible/flammable spills & leaks		3	1	2	2	8
(42) Chemical release, reaction, or toxic condition				1		1
(44) Electrical wiring/equipment problem			2			2
(51) Person in distress		1		1		2
(53) Smoke, odor problem				1		1
(55) Public service assistance	1	2	5	11	6	25
(57) Cover assignment, standby at fire station, move-up			1			1
(60) Good intent call, other	1	1		1	1	4
(61) Dispatched and canceled en route	6	7	11	8	7	39
(62) Wrong location, no emergency found	1			1		2
(65) Steam, other gas mistaken for smoke			1	1	1	3
(66) EMS call where party has been transported	1					1
(67) HazMat release investigation w/no HazMat				2		2
(70) False alarm and false call, other	2	1	3	2	3	11
(73) System or detector malfunction		1	2		3	6
(74) Unintentional system/detector operation (no fire)		1	2	2	1	6
(91) Citizen complaint				1		1
UNK					1	1
Totals:	49	86	83	98	72	388



Week Ending	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	Totals
Brownsburg Fire Headquarters				1		1
Out of District Station- Pittsboro Fire Dept		1		1	2	4
Out of District Station-Danville Fire Dept					1	1
Out of District Station-Pike Township Fire Dept			1	3	1	5
Out of District Station-Washington Twsp/Avon FD	2	1	2		1	6
Out of District Station-Wayne Township Fire Dept	2					2
Out of District Station-Whitestown Fire Dept	1		3			4
Station 131	24	61	51	71	47	254
Station 132	1	4	3	4	5	17
Station 133	19	19	23	18	15	94
Totals:	49	86	83	98	72	388

HUMAN RESOURCES REPORT

RESPECTFULLY SUBMITTED ON:

OCTOBER 26, 2023

PREPARED BY:

BAILEY HOUP

HUMAN RESOURCES MANAGER

IN THIS REPORT

Summary	1
Updates & Projects	1
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Full Time Staff Retention Rates	5

SUMMARY

The Town of Brownsburg Human Resources Department is responsible for managing the complete employee life cycle while also maintaining employee information and benefits. We provide support to both current and potential staff, with the aim of attracting and retaining a skilled workforce. We work closely with all Town departments to create and maintain a positive work environment.

UPDATES & PROJECTS

- Human Resources attended Career Fairs to enhance our recruitment efforts.
- Human Resources started using Ascend Network to enhance recruitment efforts.
- Open Enrollment for 2024 Benefits began on 10/23 and will be open until 11/10.
 - Vendor Fairs for employees to ask questions directly to our health providers were held on 10/23, 10/24, and 10/25
- CPR Certifications for Civil staff has begun. The goal is to have multiple people from each location certified to complete CPR/First Aid. The following individuals attended the last CPR Training Course hosted by Recreation Coordinator, Mackenzie Guell.
 - Bailey Houpt, HR Manager
 - Matt Huckstep, Wastewater Field Supervisor
 - Kari Corwin, Water Meter Reader
- Begin the EEO-4 Reporting procedures which opens October 31, 2023, and will be due by December 5, 2023.
 - Obtaining EEO Self-ID documentation from new hires during orientation for easier reporting.
- Begin Preparing the OSHA reports for 2023 to be submitted at the beginning of 2024.
- Creating a Town of Brownsburg Career Fair with the help of Community Relations and Parks staff.

EMPLOYEE EVENTS & RECOGNITION

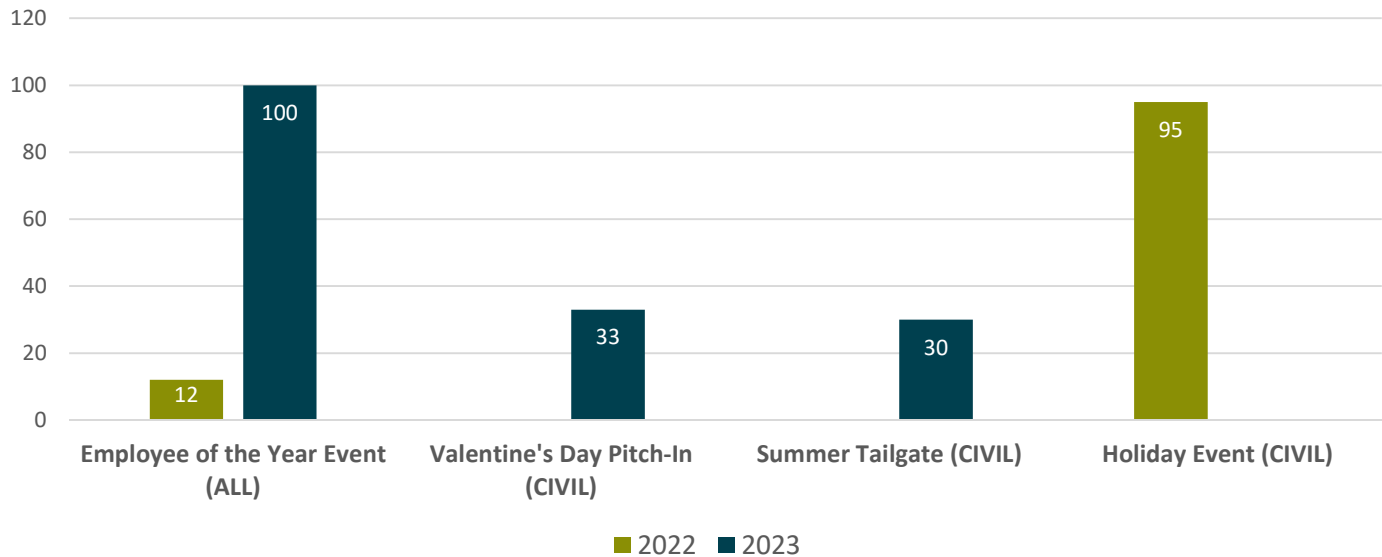
2022 EVENTS & RECOGNITION INITIATIVES

- 2021 Employee of the Year event held at The Locale in April 2022.
- Human Resources & Community Specialist delivered hats to all field staff during the Summer of 2022.
- Halloween costumes were encouraged this year.
- Holiday event at Press Play Gaming Lounge on December 9, 2022 from 11AM – 1PM
- Ugly Christmas Sweater Contest held at Holiday Event.

2023 EVENTS & RECOGNITION INITIATIVES

- 2022 Employee of the Year event held in Eaton Hall on January 20, 2023 from 11AM – 1PM
- Employee Quizzes and ticket giveaways
- Valentine’s Day Pitch-In held at Water Field Office on February 14, 2023 from 11AM – 1PM
- Employee Appreciation Pizza Delivery in March
- End of Summer Tailgate at Fleet Garage on September 6, 2023 from 11AM – 1PM
- Halloween Costumes are encouraged this year.
- Holiday Event at Press Play Gaming Lounge on December 6, 2023 from 6PM – 8PM

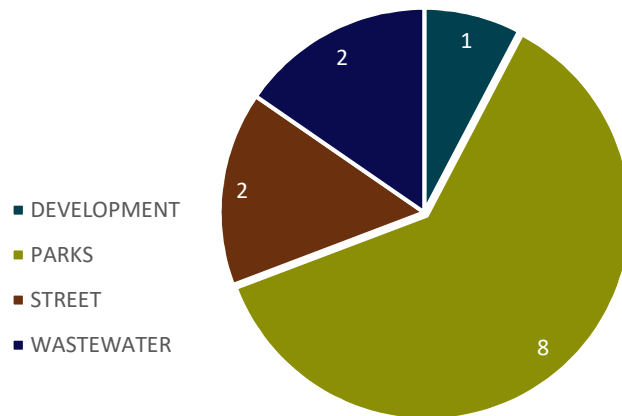
EVENT ATTENDANCE THROUGH THE YEARS



CIVIL HIRING DATA – Q2 (APRIL- JUNE)

AVERAGE NUMBER OF OPENINGS PER MONTH BY DEPARTMENT (Rounded to nearest full number)

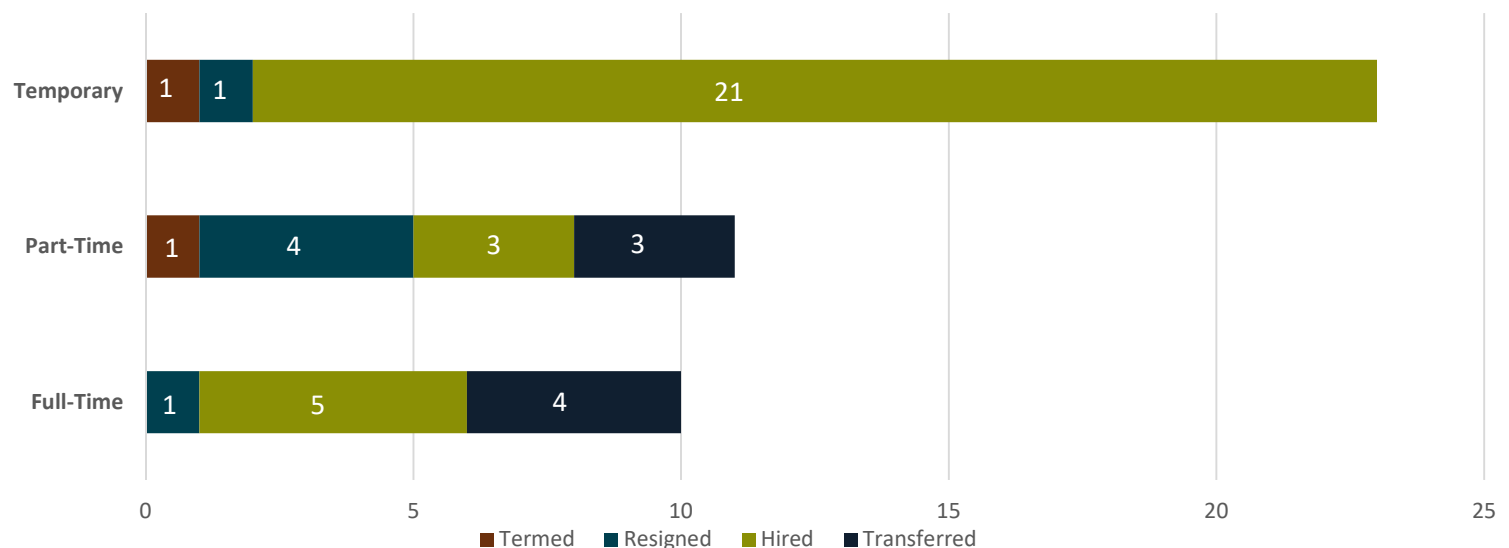
Includes full time, part time, and temporary job postings.



JOB REQUISITION INFORMATION

Average Time Job is Posted – Full-Time Positions	138 DAYS
Average Time Job is Posted – Part Time Positions	71 DAYS
Average Time Job is Posted – Temporary Positions	104 DAYS
Average Time Between Offer Letter & Official Start - FT	23 DAYS
Average Jobs Open Per Month	13
Number of Hired Employee Referrals	3

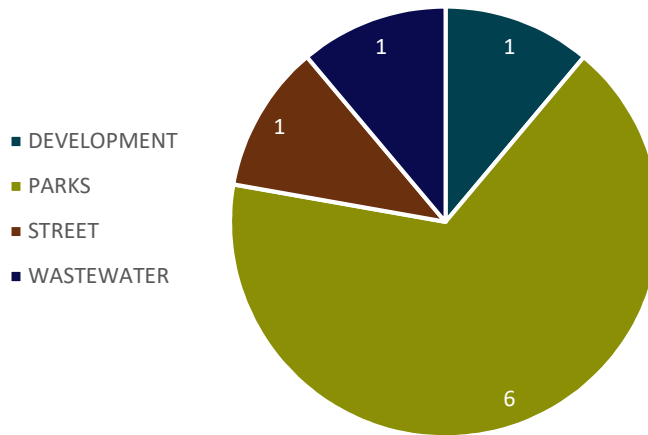
EMPLOYMENT CHANGES THIS QUARTER



CIVIL HIRING DATA – Q3 (JULY - SEPTEMBER)

AVERAGE NUMBER OF OPENINGS PER MONTH BY DEPARTMENT (Rounded to nearest full number)

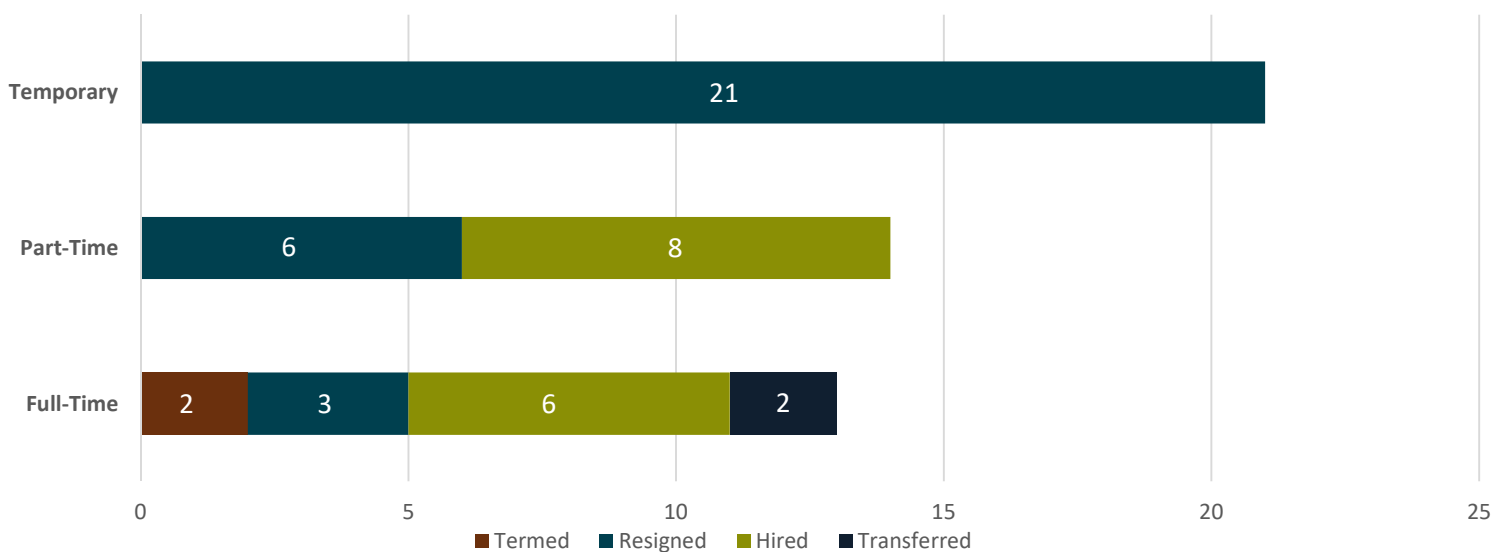
Includes full time, part time, and temporary job postings.



JOB REQUISITION INFORMATION

Average Time Job is Posted – Full-Time Positions	71 DAYS
Average Time Job is Posted – Part Time Positions	116 DAYS
Average Time Job is Posted – Temporary Positions	40 DAYS
Average Time Between Offer Letter & Official Start - FT	17 DAYS
Average Jobs Open Per Month	9
Number of Hired Employee Referrals	3

EMPLOYMENT CHANGES THIS QUARTER

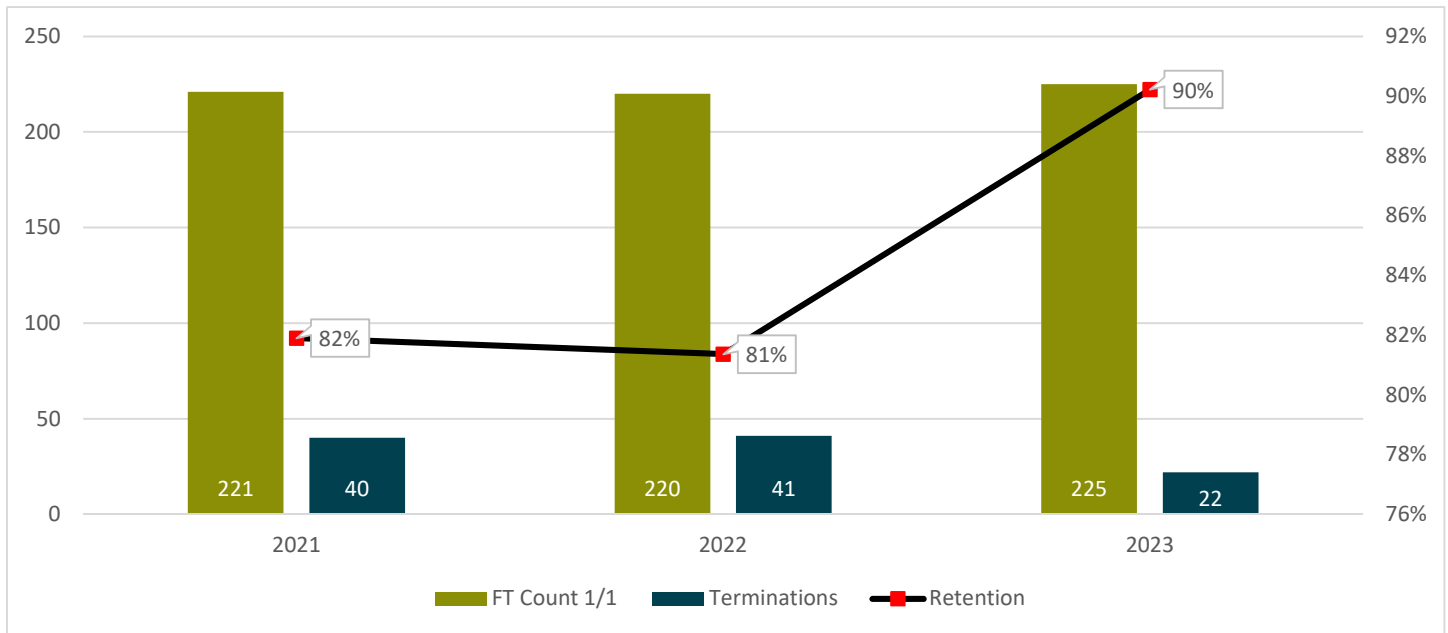


FULL TIME STAFF RETENTION RATES

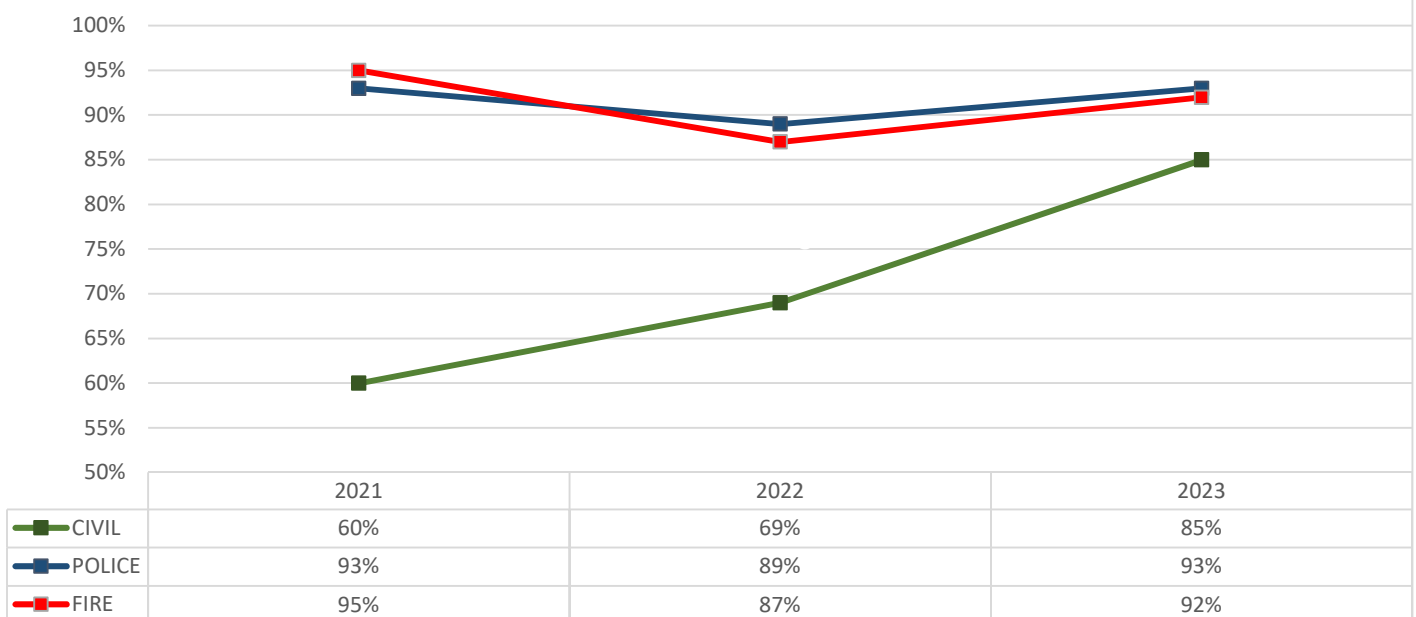
Retaining top talent is crucial to the success of any organization, and we have been working hard to ensure that our employees are satisfied with their jobs and feel valued within our organization.

We are committed to continuing our efforts to retain top talent and create a workplace where our employees can thrive.

The chart below shows the retention of full-time staff throughout the years for Civil, Police, and Fire combined. Please note: The 2023 numbers are as of 10/08/2023



Retention by Department



COMMUNICATIONS DASHBOARD

DATE: JANUARY - SEPTEMBER 2023



ACTIVITIES

Press Releases **10** Media Requests **7**
Interviews **7** Media Events **24**
Social Posts

136 271 62 Blog **7**

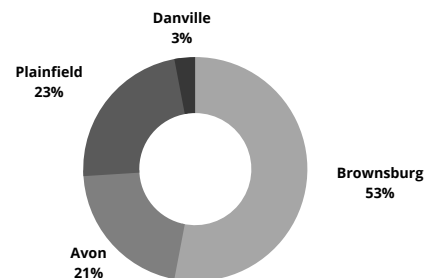
Summary of Activities

- Summer intern focused on content creation.
- Planned and lead eight Leadership Brownsburg Academy sessions
 - Celebrated 13 graduates for the first year of the program.
 - Currently have 22 applicants.
- Established Brownsburg Racing Memorial Trail in partnership with Indiana Racing Memorial Association.
- Celebrated Brownsburg's 175th anniversary with a social media campaign.
- Celebrated over 25 new businesses with press, social media, and ribbon-cutting ceremonies from January to September.
 - Celebrated 20 businesses in 2022.

Looking Ahead:

- Let's Give Food Drive
- Business decorating contest in partnership with Chamber
- Shop Local Brownsburg/Small Business Saturday passport event in partnership with Chamber.
- 2024 Discover Brownsburg Guide in partnership with the Greater Brownsburg Chamber of Commerce.
- 2024 Solar Eclipse in partnership with IRP and Visit Hendricks County.

Hendricks County Share of Voice

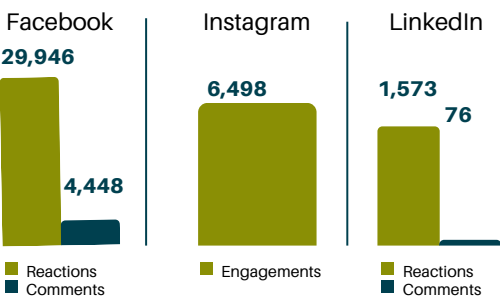


This metric tracks how often the Town of Brownsburg is in the news (positive or negative) compared to other Hendricks County towns.

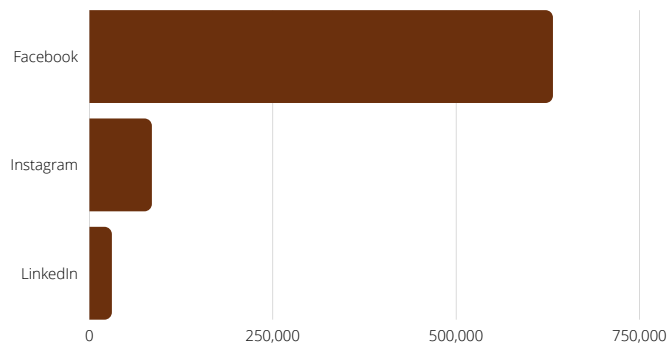
OUTPUTS

Print/Online Mentions	126
Radio Mentions	2
Television Mentions	49

Approximately **3 million** traditional impressions
80% of annual coverage



Impressions by Social Channels

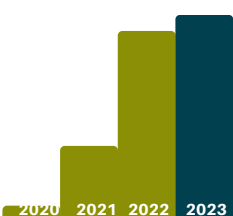


Media Sentiment



IMPACT

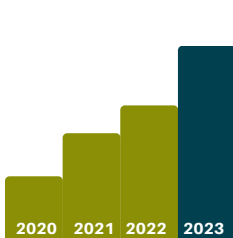
Awareness



9%

Awareness measures the Town's positive earned media coverage, including local and statewide press.

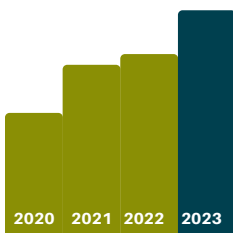
Engagement



44%

Engagement is tracked through how many interactions our Town social media platforms receive.

Online Reputation



24%

Reputation is measured through positive media sentiment.

To: Park Authority

From: Amber Lane
Parks Director

cc: Deb Cook

Date: October 20, 2023

Park Operations

The Parks and Natural Resources Team has diligently worked to enhance and maintain our community's green spaces and recreational facilities. Here are some of their recent accomplishments in addition to their daily work orders:

1. **Arbuckle Acres Park Enhancements:** The Parks Maintenance Team installed a memorial bench and a new security light at the Arbuckle Restrooms. An interpretive Rain Garden Sign was installed at Arbuckle, providing educational value to park visitors.
2. **Blast Off Fence:** The Park Maintenance Team, with the help of dedicated volunteers, finished the Blast Off Fence replacement.



3. **Splash Pad and Lighting Upkeep:** The Parks Maintenance Team winterized the Splash Pad and mulched the playground. Burned-out bulbs in the Bundy Lodge parking lot lights were replaced, improving safety and visibility.
4. **Community Events Support:** The Park Maintenance Team assisted with setting up the Mother Son campout. They also prepared the hay wagon and firewood for fall hay rides, ensuring smooth and enjoyable seasonal activities.
5. **Community Safety and Accessibility:** The Natural Resources Team installed a traffic mirror on B&O at the 300 underpass, enhancing safety for park visitors and motorists.

6. **Turf and Landscape Maintenance:** The Parks Operation Team completed turf and landscape repairs around the Tennis courts, maintaining the aesthetics and usability of this recreational area.

Work Orders in the Last 30 Days

Work Category	Work Orders Completed
Building Maintenance	40
Equipment Maintenance	24
Event Setup	3
4Grounds Maintenance	29
Park Inspection	63
Renovation	1

Categories:

- **Building Maintenance** - includes janitorial items like trash, restrooms, and shelter cleanings.
- **Equipment Maintenance** – includes daily, weekly, and monthly splash pad maintenance and preventive maintenance on equipment.
- **Grounds Maintenance** – includes vegetative trail management, pollinator and rain garden maintenance, and other landscaping-related tasks.
- **Park Inspections** – includes zone, playground, building, and vehicle inspections. Inspections overall include removing any litter or weeds and identifying maintenance needs.

Recreation

1. **Staff Promotion:** The Town has promoted Megan Attwood as the new Community Recreation Manager. Megan's journey with the Town started seven years ago. She has moved from coordinator to assistant manager to her most recent role as Youth Services Manager. Over the years, she has consistently demonstrated dedication, passion, and leadership qualities that have significantly impacted our department and community. Her commitment to our mission, vision, and values and her outstanding contributions have not gone unnoticed. In 2020, Megan was named the GEM employee of the year for the Town. In her new role as Community Recreation Manager, Megan will oversee the Youth Services and Recreation teams. She will bring her expertise and experience to these areas, ensuring the continued success of our programs and services.





2. **Project Wet Training:** Riley Khuns, our Recreation Coordinator and Naturalist, recently completed a training program offered by Hendricks County over Project Wet. This training equips her with the knowledge and tools to develop and implement engaging nature programs that benefit our community.

3. **Little Sprouts Nature Program:** We are happy to announce upcoming sessions of our popular "Little Sprouts" nature program, scheduled for November and December. These programs have garnered significant community interest and provide an excellent opportunity for local families to connect with the natural world while having fun and learning.



4. **Teen Volunteer Event:** A recent Teen Volunteer event was organized in the Williams Park outdoor classroom in collaboration with our Recreation and Natural Resources teams. This event attracted 20 enthusiastic teens from various organizations, including scouts and the National Honor Society. The teens helped build more features in the outdoor classroom, spread mulch, and stain the split-rail fencing—special thanks to Rockstar Pizza for their generous pizza donation, contributing to the event's overall success.

REQUEST FOR COUNCIL ACTION
TOWN MANAGER'S OFFICE



Agenda Item: Ordinance #2023-18 – An Ordinance Authorizing the Acquisition, Construction and Installation of Certain Improvements for the Waterworks System of the Town of Brownsburg, Indiana, the Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of The Revenues of Such System, the Safeguarding of the Interests of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes In Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith	Town Council Action Requested: First Reading 10/12/2023 Second Reading 10/26/2023 Public Hearing Third & Final Reading 10/26/2023 Motion to Approve/Consider
Project Name: – Phase 1 US 136/Main Street & College Ave. Water Main and Service Line Replacement	Presenter, Title: Shawn Pabst, Assistant Town Manager
Executive Summary: This is to authorize the town to proceed with obtaining an SRF bond in order to fund the Water Utility Project for the College Avenue and Main Street Lead Service Line and Water Main Replacement as described below: <ul style="list-style-type: none"> • Phase 1 US 136/Main Street - Approximately 2,700 linear feet of water main will be replaced along Main Street from Seumin to Grant Street. Lead service line connections will also be replaced. • College Avenue and Main Street - Approximately 2,015 linear feet of water main will be replaced through the area along Adams Street, Jefferson Street and College Avenue immediately south of Main Street. Lead service line connections will also be replaced. • All appurtenances and related improvements in connection with the above to make the projects complete. Any acquisition, construction, extension, improvement, repair, or replacement relating to the Town's Waterworks as well as those items as provided on the Preliminary Engineering Report (provided by IFA pursuant to the IFA Program) and any related improvements thereto.	
Supporting Documents: Ordinance, FAA for Revolving Loan Program	
Staff Recommendations: We recommend approval	
Town Manager Comments:	
Department Head Approval:	/
Town Manager Approval: <i>Debbie Cook</i>	10/6/2023

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

WHEREAS, the Town of Brownsburg, Indiana (the “Town”), has heretofore established, constructed and financed a municipal waterworks system for the purpose of providing for the treatment and distribution of water to the Town residents and users (the “System”) pursuant to IC 8-1.5 et seq., as in effect on the issue date of the bond anticipation notes or the bonds, as applicable, which are authorized herein (the “Act”); and

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

WHEREAS, the estimates prepared and delivered by the Engineers with respect to the costs of acquisition, construction, extension and installation of certain improvements for the System, and including all authorized expenses relating thereto, including the costs of issuance of bonds and bond anticipation notes on account thereof, will be in the estimated amount not to exceed \$6,000,000, to be financed by the issuance of revenue bonds and bond anticipation notes in an amount not to exceed \$6,000,000; and

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

WHEREAS, the Town Council finds that there are insufficient funds available to pay the cost of the Project, and that cost of the Project is to be financed by certain available funds on hand,

if necessary, and through the issuance of its tax-exempt waterworks revenue bonds, in one or more series (the “Bonds”) and, if necessary, its bond anticipation notes (the “BANs”); and

WHEREAS, the Town Council finds that there are outstanding waterworks revenue bonds designated “Waterworks Revenue Bonds of 2003,” dated June 12, 2003 (the “2003 Bonds”) pursuant to the Bond Ordinance adopted by the Town Council on January 23, 2003 (the “2003 Ordinance”), “Waterworks Revenue Bonds, Series 2011A,” dated October 26, 2011 (the “2011 Bonds”) pursuant to the Bond Ordinance adopted by the Town Council on September 28, 2011 (the “2011 Ordinance”), and “Waterworks Revenue Bonds, Series 2012B,” dated February 14, 2012 (the “2012 Bonds”, and collectively with the 2003 Bonds and the 2011 Bonds, the “Outstanding Bonds”) pursuant to the Bond Ordinance, which amended and supplemented the 2011 Ordinance, adopted by the Town Council on January 26, 2012 (the “2012 Ordinance”, and collectively with the 2003 Ordinance and the 2011 Ordinance, the “Bond Ordinances”); and

WHEREAS, other than the Outstanding Bonds, there are no other outstanding bonds, pledges, or obligations payable from the Net Revenues of the waterworks; and

WHEREAS, the Bond Ordinances allow for the issuance of additional bonds payable from the Net Revenues of the System and ranking on parity with the Outstanding Bonds; and

WHEREAS, the Town Council now finds that all conditions precedent to the issuance of the Bonds have been or will be met; and

WHEREAS, the Town desires to enter into one or more Financial Assistance Agreements, Funding Agreements, Financial Aid Agreements and/or Grant Agreements (substantially in the form attached hereto as Exhibit C) with the Indiana Finance Authority as part of its drinking water loan program, supplemental drinking water and wastewater assistance program, water infrastructure assistance program, and/or water infrastructure grant program (the “IFA Program”) under IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5, together with any subsequent amendments thereto (each, a “Financial Assistance Agreement”), which would pertain to the Project and the financing thereof, if the Bonds are sold to the Indiana Finance Authority pursuant to its IFA Program; and

WHEREAS, the Town Council understands that for the Project to be permitted to be financed under the IFA Program, the Town must (a) agree to own, operate and maintain the System and the Project for the duration of their useful life and (b) represent and warrant to the Indiana Finance Authority that the Town has no intent to sell, transfer or lease the System or the Project for the duration of their useful life; and

WHEREAS, the Town may accept other forms of financial assistance, as and if available from the IFA Program; and

WHEREAS, the Town has removed its waterworks from the jurisdiction of the Indiana Utility Regulatory Commission (the “IURC”) with respect to the approval of rates and charges and financings of the waterworks and, accordingly, the Town will not need approval of the IURC prior to the issuance of the bonds and BANs herein authorized; and

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

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the Town intends by this Ordinance to qualify amounts advanced by the Town to the Project for reimbursement from proceeds of the BANS or the Bonds in accordance with the requirements of the Reimbursement Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BROWNSBURG, INDIANA, THAT:

SECTION 1. Authorization of Project. The Town Council shall proceed with the completion of the Project in accordance with the Engineering Report, which is now on file in the office of the Clerk-Treasurer of the Town (the "Clerk-Treasurer"), and is hereby adopted and approved, and by reference made a part of this Ordinance as fully as if the same were attached hereto and incorporated herein. Two (2) copies of the Engineering Report are on file in the office of the Clerk-Treasurer and open for public inspection pursuant to IC 36-1-5-4. The aggregate cost of the Project shall not exceed the sum of \$6,000,000, plus investment earnings on the proceeds of the BAN and the Bonds, without further authorization from the Town Council. The term "System," "works", "utility", "waterworks" and other like terms where used in this Ordinance shall be construed to mean the existing Waterworks system (and its Drinking Water System as defined in the Financial Assistance Agreement) and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired, and all other items as defined in IC 8-1.5, as amended. The Project is hereby approved and shall be constructed and the BANs and the Bonds shall be issued pursuant to and in accordance with the Act. The Project shall be carried out in accordance with the plans and specifications heretofore mentioned, which plans and specifications are hereby approved. The Town Council hereby orders the Project, and the issuance of the Bonds under the Act, in the amount necessary to pay the costs of the Project, pursuant to and in accordance with the Act, IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 and other applicable laws relating to the issuance of revenue bonds. The Town reasonably expects to reimburse expenditures for the Project with proceeds of the Bonds and this Ordinance constitutes a declaration of official intent pursuant to Treasury Regulation 1.150-2(e) and IC 5-1-14-6(c).

In the event the Bonds herein authorized or the BANs are purchased by the Indiana Finance Authority as part of the IFA Program, on behalf of the Town, the Town Council hereby (i) agrees to own, operate and maintain the System and the Project for the duration of their useful life and (ii) represents and warrants to the Indiana Finance Authority that the Town has no intent to sell, transfer or lease the System or the Project for the duration of their useful life.

SECTION 2. Issuance of BANs and Bonds.

(a) The Town shall issue, if necessary, bond anticipation notes (the "BANs") for the purpose of procuring interim financing to pay the cost of the Project, and, if deemed appropriate,

the costs of issuance of the BANs. The Town may issue the BANs in one or more series, in an aggregate amount not to exceed \$6,000,000 to be designated "Waterworks Bond Anticipation Notes, Series 20__." The BANs shall be lettered and numbered consecutively from R-1 and upward, and shall be in authorized denominations of \$1.00 or any integral multiple thereof. The BANs shall be dated as of the date of delivery thereof and shall bear interest at a rate not to exceed six percent (6.0%) per annum (the exact rate or rates to be determined through negotiations with the purchasers of the BANs) payable upon maturity. Each series of BANs will mature no later than five (5) years after their date of delivery, unless determined otherwise by the Clerk-Treasurer with the advice of a financial advisor hired by the Town (the "Financial Advisor"). The BANs are subject to renewal or extension at an interest rate or rates not to exceed six percent (6.0%) per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of any renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

(b) The BANs shall be issued pursuant to IC 5-1-14-5, as amended, if sold to a financial institution or any other purchaser, unless sold to the IFA Program. The BANs shall be sold at a price not less than ninety-eight percent (98%) of the principal amount thereof. The Town shall pledge to the payment of the principal of and interest on the BANs, the proceeds from the issuance of the Bonds pursuant to and in the manner prescribed by the Act. The interest on the BANs may also be payable from the Net Revenues herein defined as the gross revenues, inclusive of System Development Charges (as hereinafter defined), of the System (herein defined as the Town's Waterworks system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired) remaining after deduction only for the payment of the reasonable expenses of operation, repair and maintenance of the System; provided that transfers for payment in lieu of property taxes ("PILOTs") shall not considered to be an expense of operation, repair or maintenance), including the works herein acquired and constructed and all additions and improvements thereto and replacements thereof subsequently constructed or acquired. For purposes of this Ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges related to or associated with the waterworks of the Town such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this Ordinance. The BANs shall have all the qualities and incidents of negotiable instruments under the laws of the State of Indiana (the "State") subject to the provisions for registration herein. Notwithstanding anything in this ordinance to the contrary, any series of BANs issued hereunder may bear interest that is taxable and included in the gross income of the owners thereof. If any such BANs are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.

(c) The Town shall issue the Bonds, in one or more series, in an aggregate principal amount not to exceed \$6,000,000 to be designated "Waterworks Revenue Bonds, Series 20__," (with such further or different series designation as may be necessary or appropriate) for the purpose of procuring funds to pay the cost of the Project and the refunding of the BANs, if issued, and the issuance costs of the Bonds or the BANs, if issued, as determined by the Clerk-Treasurer, with the advice of the Financial Advisor. The Bonds shall be issued and sold at a price not less than ninety-eight percent (98%) of the par value thereof unless sold to the Indiana Bond Bank which shall not be less than ninety-eight percent (98%). The Bonds shall be sold by the Clerk-

Treasurer pursuant to IC 5-1-11, as amended, unless sold to the IFA Program or the Indiana Bond Bank. The Bonds shall be issued in fully registered form in authorized denominations of \$1.00 or any integral multiple thereof. The Bonds shall be lettered and numbered consecutively from R-1 and upward, originally dated the date of delivery, and shall bear interest at a rate or rates not exceeding six percent (6.0%) per annum (the exact rate or rates to be determined through bidding or through negotiation with the Indiana Finance Authority, through its IFA Programs, or as determined by bidding or negotiation). Interest is payable semiannually on January 1 and July 1 in each year, commencing on the first January 1 or July 1 following the issuance of the Bonds, all as determined by the Clerk-Treasurer, with the advice of the Financial Advisor. The Bonds shall mature semiannually on January 1 and July 1, or shall be subject to mandatory sinking fund redemption if term bonds are issued, as applicable, over a period ending no later than thirty-five (35) years after the date of the issuance of the Bonds and as provided in the Financial Assistance Agreement. The Bonds will be payable solely out of and constitute a first charge against the Net Revenues of the System, on parity with the Outstanding Bonds.

(d) Interest on the BANs and the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months.

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

SECTION 3. Registrar and Paying Agent; Book Entry Only Provisions. The Clerk-Treasurer is authorized to select and appoint a qualified financial institution to serve as the Registrar and the Paying Agent for the BANs and the Bonds, which registrar is hereby charged with the responsibility of authenticating the BANs and the Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and the Paying Agent for the BANs. The Clerk-Treasurer is further authorized to pay such fees as the institution may charge for the services it provides as the Registrar and the Paying Agent, and such fees may be paid from the Bond and Interest Account, as hereinafter defined.

As to any purchaser of the Bonds that does not object to such designation, the Clerk-Treasurer shall serve as the Registrar and the Paying Agent and is hereby charged with the duties of the Registrar and the Paying Agent.

The principal of and interest on the BANs (if interest thereon is payable only at maturity) or the principal of the BANs (if interest thereon is not payable only at maturity), and the principal of the Bonds shall be payable at the principal office of the Paying Agent, and all payments of interest on the BANs (if interest thereon is not payable only at maturity) and the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as of the fifteenth day of the month preceding each interest payment date ("Record Date"), at the addresses of the registered owners as they appear on the registration books kept by the Registrar. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the BANs or the Bonds are registered in the name of the Indiana Finance Authority, the principal thereof and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Indiana Finance Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Indiana Finance Authority is the owner of the BANs or the Bonds, the BANs or the Bonds shall be presented for payment as directed by the Indiana Finance Authority. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. All payments on the BANs and the Bonds shall be made 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.

Each BAN or Bond shall be transferable or exchangeable only upon the books of the Town kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such BAN or Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered BAN or BANs or 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 therefore. The costs of such transfer or exchange shall be borne by the Town; provided, however, that the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Town, the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name the BANs or the Bonds are registered as the absolute owner thereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal thereof, the premium, if any, and interest due thereon.

Interest on the Bonds, which are authenticated on or before the Record Date, which precedes the first interest payment date, shall be paid from their original issue date; provided that interest on the Bonds sold to the Indiana Finance Authority shall begin to accrue commencing from the dates of payment on the Bonds. Interest on the Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date, in which case the interest shall be paid from such interest payment date.

The BANs or the Bonds may be issued in book-entry-only form as one fully registered BAN or Bond per maturity registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, and DTC may act as securities depository for the BANs or the Bonds. In that event, the purchase of beneficial interests in the BANs or the Bonds will be made in book-entry-only form in the denomination of \$100,000 or more or in the denomination of \$1.00 or any multiple thereof, respectively. Purchasers of beneficial interests will not receive certificates representing their interests in the BANs or the Bonds purchased. As long as DTC or its nominee, Cede & Co., is the registered owner of the BANs or the Bonds, payments of principal, premium, if any, and interest will be made when due directly to such registered owner in same-day funds wired by the Paying Agent in accordance with the procedures set forth in the Blanket Issuer Letter of Representations made by the Town to DTC.

SECTION 4. Redemption of BANs and Bonds.

(a) If deemed appropriate by the Clerk-Treasurer, with the advice of the Financial Advisor, the BANs shall be prepayable by the Town, in whole or in part, on or after the date determined to be most appropriate by the Clerk-Treasurer, with the advice of the Financial Advisor, upon twenty (20) days' notice to the owner of the BANs, without any premium, but with accrued interest to the date of prepayment.

(b) The Bonds are redeemable at the option of the Town on any date, but no sooner than ten (10) years after their date of delivery for any Bonds sold the Indiana Finance Authority, on thirty (30) days' notice, in whole or in part, in any order of maturity (or in the case of any Bonds sold to the Indiana Finance Authority, in inverse order of maturity and on sixty (60) days' notice) and by lot within a maturity selected by the Town, at the par amount thereof, together with a premium not greater than two percent (2%), plus, in each case, accrued interest, if any, to the date fixed for redemption; provided, however if the Bonds are sold to the IFA Program and registered in the name of the Indiana Finance Authority, the Bonds shall not be redeemable at the option of the Town unless and until consented by the Indiana Finance Authority. The exact redemption dates and premiums shall be established by the Clerk-Treasurer, with the advice of the Financial Advisor.

(c) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the Town, any Bonds maturing as term bonds maturing on the same date which have previously been redeemed (other than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

(d) If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If the Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select the Bonds for mandatory sinking fund redemption before selecting the Bonds for optional redemption.

(e) Notice of redemption shall be given not less than thirty (30) days (or in the case of any Bonds sold to the Indiana Finance Authority, not less than sixty (60) days) prior to the date fixed for redemption for Bonds, unless such redemption notice is waived by the owner of the Bond or Bonds to be redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the Town as of the date which is forty-five (45) days (or in the case of any Bonds sold to the Indiana Finance Authority, sixty-five (65) days) prior to such redemption date for Bonds. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Town. 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.

(f) The BANs and the Bonds shall be called for redemption in multiples of their minimum authorized denomination. The BANs and the Bonds in denominations of more than the minimum authorized denomination shall be treated as representing the number of BANs and Bonds, respectively, obtained by dividing the denomination of the BAN and the Bond, respectively, by the minimum authorized denomination within a maturity. The BANs and the Bonds may be redeemed in part. In the event of redemption of BANs and Bonds in part, upon surrender of the BAN or the Bond to be redeemed, a new BAN or BANs or Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the BAN or the Bond surrendered shall be issued to the registered owner thereof.

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

SECTION 5. Execution and Authentication of the BANs and the Bonds; Pledge of Net Revenues to the Bonds. The BANs and the Bonds shall be executed in the name of the President of the Town Council (the "Town Council President") by the manual or facsimile signature of the Town Council President and attested by the manual or facsimile signature of the Clerk-Treasurer,

who shall affix the seal of the Town, if any, to each of the BANs and the Bonds manually or shall have the seal imprinted or impressed, if any, thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the BANs and the Bonds. The BANs and the Bonds must be authenticated by an authorized officer of the Registrar or by the Clerk-Treasurer if the Clerk-Treasurer is acting as the Registrar. The Bonds, the Outstanding Bonds and any additional bonds issued on a parity with the Bonds which are payable from the Net Revenues of the System in accordance with the restrictions imposed by this Ordinance (the "Future Parity Bonds"), as to both principal and interest, shall be payable from and secured by an irrevocable pledge of and shall constitute a first charge upon the Net Revenues of the System. The Town shall not be obligated to pay the principal of and interest on the Bonds, except from the Net Revenues of the System (except to the extent payable from the proceeds of the Bonds), and the Bonds shall not constitute an indebtedness of the Town within the meaning of the provisions and limitations of the constitution of the State.

SECTION 6. Form of Bonds. The form and tenor of the Bonds shall be substantially as set forth in Exhibit B, with all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof.

SECTION 7. Preparation and Sale of BANs and Bonds. The Clerk-Treasurer is hereby authorized and directed to have the BANs and the Bonds prepared, and the Town Council President and the Clerk-Treasurer are hereby authorized and directed to execute the BANs and the Bonds in the form and manner herein provided. The Clerk-Treasurer is hereby authorized and directed to deliver the BANs and the Bonds to the purchasers thereof after the sale made in accordance with the provisions of this Ordinance, provided that at the time of such delivery, the Clerk-Treasurer shall collect the full amount which the purchasers have agreed to pay therefore, which amount shall not be less than the applicable minimum percentage of the par value of the BANs or the Bonds set forth in Section 2 of this Ordinance. The Town may receive payment for the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the Town, payable out of the Net Revenues of the System to be set aside into the Sinking Fund as provided herein. The proceeds derived from the sale of the BANs and the Bonds and the investment income therefrom shall be and are hereby set aside and appropriated to pay the costs of the Project, the refunding of the BANs, if applicable, and the expenses necessarily incurred in connection with the issuance of the BANs and the Bonds. The proper officers of the Town are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

SECTION 8. Bond Sale Notice; Official Statement.

(a) If the BANS or Bonds are to be sold at a competitive sale, the Clerk-Treasurer shall cause to be published either (i) a notice of bond sale in the authorized newspaper(s) for the Town of Brownsburg, Indiana, or (ii) a notice of intent to sell bonds in the authorized newspaper(s), all in accordance with IC 5-1-11, as amended, and IC 5-3-1, as amended. The notice shall state the character, the amount and the authorized denominations of the Bonds, the maximum rate or rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and Frost Brown Todd LLP ("Bond Counsel")

shall deem advisable. Any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that each bid shall be accompanied by a certified or cashier's check or a financial surety bond in an amount equal to one percent (1%) of the principal amount of the Bonds described in the notice. If a financial surety bond is used, it must be from an insurance company licensed to issue such bond in the State, and such bond must be submitted to the Town prior to the opening of the bids. The financial surety bond must identify each bidder whose good faith deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder utilizing a financial surety bond, then the purchaser is required to submit to the Town a certified or cashier's check (or wire transfer such amount as instructed by the Town) not later than 3:30 p.m. (Town time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such good faith deposit and the proceeds thereof shall be the property of the Town and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-one hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than the applicable minimum percentage of the par value of the Bonds set forth in Section 2 of this Ordinance will be considered. The opinion of Bond Counsel approving the legality of the Bonds will be furnished to the purchaser at the expense of the Town.

(b) The Bonds shall be awarded by the Clerk-Treasurer to the best bidder who has submitted its bid in accordance with the terms of this Ordinance, IC 5-1-11, as amended, and the notice. The best bidder will be the one who offers the lowest interest cost to the Town, to be determined by computing the total interest on all of the Bonds to their maturities and deducting the premium bid, if any, or adding thereto the discount bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time, no bid which provides a higher net interest cost to the Town than the best bid received at the time of the advertised sale will be considered.

(c) Distribution of an Official Statement (preliminary and final) when and if prepared by the Financial Advisor, on behalf of the Town, is hereby authorized and approved and the Town Council President is authorized and directed to execute the Official Statement in a form consistent with this Ordinance. The Town Council President and the Clerk-Treasurer are authorized to deem the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

(d) As an alternative to public sale, the Town may negotiate the sale of one or more series of the Bonds to the Indiana Bond Bank or Indiana Finance Authority or to any other purchaser or underwriter. The Town Council President and the Clerk-Treasurer are hereby authorized to (i) submit an application to the IFA Program, (ii) execute one or more Financial Assistance Agreements between the Town and the Indiana Finance Authority pursuant to IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 (in a form substantially similar to that attached hereto as Exhibit C, but with such changes in form or substances as such officials may approve and are consistent with the terms of this Ordinance, as

conclusively evidenced by their signature thereof) (including any amendment thereof) with the Indiana Finance Authority and (iii) sell one or more series of the Bonds upon such terms as are acceptable to the Town Council President and the Clerk-Treasurer consistent with the terms of this Ordinance. The Financial Assistance Agreement (including any amendment thereof) for one or more series of the Bonds and the Project shall be executed by either the authorized officers of the Town and the Indiana Finance Authority. A substantially final form of the Financial Assistance Agreement is attached hereto and incorporated herein by reference and is hereby approved by the Town, and the Town Council President and the Clerk-Treasurer are hereby authorized to execute and deliver the same and to approve any changes in form or substance to any Financial Assistance Agreement, and such approval shall be conclusively evidenced by its execution. The Town Council President and the Clerk-Treasurer are hereby authorized to execute and deliver an amended and restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an earlier series of Bonds has been purchased by the Indiana Finance Authority and may approve any changes in form or substance to the attached Financial Assistance Agreement as they determined to be necessary or desirable in connection therewith, and such approval shall be conclusively evidenced by its execution.

SECTION 9. Use of Proceeds. The accrued interest and the premium, if any, received at the time of the delivery of the Bonds shall be deposited in the Waterworks Sinking Fund (the "Sinking Fund"). The remaining proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds, shall be deposited in a bank or banks which are legally designated depositories for the funds of the Town, in a special account or accounts to be designated as "Town of Brownsburg, Waterworks Construction Account" (the "Construction Account"). The funds in each of such special accounts shall be deposited, held, secured or invested in accordance with the laws of the State relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, IC 5-1.2-1 through 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14, and/or IC 5-1.2-14.5, and the acts amendatory thereof and supplemental thereto. The funds in such special account or accounts shall be expended only for the purpose of paying the costs of issuance of the BANs or the Bonds, the cost of the Project, refunding all or a portion of the BANs, if issued, or as otherwise required by the Act. The cost of obtaining the legal services of Bond Counsel shall be considered a part of the costs of issuance of the BANs and the Bonds.

(a) The Town hereby declares that it reasonably expects to reimburse the Town's advances to the Project from proceeds of the BANs or the Bonds, as anticipated by this Ordinance.

(b) Any balance or balances remaining unexpended in such special account or accounts after completion of the Project, which are not required to meet unpaid obligations incurred in connection with the Project, shall subject to (c) below either (1) be deposited in the Sinking Fund and used solely for the purposes of said Fund or (2) be used for the same purpose or type of project for which the BANs or the Bonds were originally issued, all in accordance with IC 5-1-13, as amended and supplemented.

(c) With respect to any series of Bonds sold to the Indiana Finance Authority, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the Town or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Indiana Finance Authority), the Town shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that

will still achieve as level as annual debt service as practicable as described in Section 2(c) subject to and upon the terms forth in the Financial Assistance Agreement.

SECTION 10. Revenues. All income and revenues derived from the operation of the System and from the collection of water rates and charges (including any System Development Charges) shall be deposited upon receipt in the Waterworks Revenue Fund (the “Revenue Fund”) hereby continued. The Revenue Fund shall be maintained separate and apart from all other accounts of the Town. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13-9, IC 5-1.2-1 through 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5, as amended, and other applicable laws. Out of said Revenue Fund the proper and reasonable expenses of operation, repair, and maintenance of the works shall be paid, the principal and interest of all bonds and fiscal agency charges of registrars or paying agents shall be paid, the reserve fund shall be funded and the costs of replacements, extensions, additions and improvements to the System shall be paid. No moneys derived from the revenues of the waterworks shall be transferred to the general fund of the Town or be used for any purpose not connected with the waterworks; provided however, the Town reserves the right to transfer PILOTs from the Improvement Fund (as hereinafter defined) as herein provided, no more frequently than semiannually, in accordance with the Act.

SECTION 11. Operation and Maintenance Fund. There is hereby continued from the Bond Ordinances, the Operation and Maintenance Fund (the “Operation and Maintenance Fund”). There shall be credited on or before the last day of each calendar month a sufficient amount of the revenues of the waterworks so that the balance in the Operation and Maintenance Fund shall be sufficient to pay the expenses of operation, repair and maintenance of the System for the then next succeeding two (2) calendar months. The moneys credited to the Operation and Maintenance Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the waterworks on a day-to-day basis, but none of the moneys in such Fund shall be used for transfers for PILOTs, depreciation, replacements, improvements, extensions or additions. Any moneys in the Operation and Maintenance Fund in excess of the expected expenses of operation, repair and maintenance for the next succeeding two (2) months may be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding Bonds of the System.

No moneys derived from the revenues of the System shall be transferred to the general fund of the Town or be used for any purpose not connected with the System so long as any bonds payable from the revenues of the System are outstanding; provided however, the Town reserves the right to transfer PILOTs from the Improvement Fund as herein provided, no more frequently than semiannually, in accordance with the Act.

SECTION 12. Waterworks Sinking Fund and Waterworks Bond and Interest Account.

(a) A special fund designated the “Waterworks Sinking Fund” is hereby continued from the Bond Ordinances and constituted the sinking fund, as required by the Act, for the payment of the principal of and premium, if any, and interest on the Bonds, the Outstanding Bonds and any Future Parity Bonds, or any other bonds subordinate thereto, and for the payment of any fiscal agency charges in connection with the payment of bonds. After meeting the requirements of the Operation and Maintenance Fund set forth above, there shall be set aside and paid into the Sinking

Fund monthly, as available, a sufficient amount of the Net Revenues of the Waterworks (including any System Development Charges that are considered Net Revenues), for the payment of (a) the interest on all bonds which by their terms are payable from the revenues of the System, as such interest shall fall due, (b) the necessary fiscal agency charges for paying the principal of and interest on all bonds and (c) the principal of all bonds which by their terms are payable from the revenues of the System, as such principal shall fall due.

(b) There is hereby continued from the Bond Ordinances within the Sinking Fund the Waterworks Bond and Interest Account (the "Bond and Interest Account"). Beginning as of the date of issuance of the Bonds, there shall be transferred from the Revenue Fund and credited on or before the last day of each month, after making the credit to the Operation and Maintenance Fund, to the Bond and Interest Account an amount of the Net Revenues equal to at least (i) one-sixth (1/6) of the interest on all the then outstanding bonds payable from the Net Revenues on the next succeeding interest payment date and (ii) one-sixth (1/6) of the principal on all the outstanding bonds payable on the next succeeding principal payment date, until the amount of interest and principal payable on the next succeeding interest and principal payment date shall have been so credited. There should similarly be credited to the account any amount necessary to pay the bank fiscal agency charges on the outstanding bonds as the same became payable. The Town shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or bank fiscal agent sufficient monies to pay the principal and interest on the due date thereof together with the amount of bank fiscal agency charges.

In no event shall any part of the Sinking Fund be used in calling bonds for redemption prior to their respective maturities, except to the extent that the amount then in the Sinking Fund exceeds the amount required to pay the bonds which will mature within a period of twelve (12) calendar months next following the date of such redemption, together with all interest on bonds payable in such period. Any such excess of funds above such required level may also be used in purchasing outstanding bonds at a price less than the then-applicable redemption price, with the prior approval of the Town. Moneys in the Sinking Fund shall not be used for any other purpose whatsoever except as provided in this Ordinance.

SECTION 13. Reserve Account. There is hereby continued from the Bond Ordinances within the Sinking Fund the Reserve Account (the "Reserve Account"). Beginning with the first month after the respective series of Bonds are delivered, the Town shall deposit on the last day of each calendar month an amount of Net Revenues into the Reserve Account over a period of five (5) years until the balance therein equals but does not exceed the least of (i) the maximum annual debt service on the Bonds issued hereunder, the Outstanding Bonds and any Future Parity Bonds, (ii) one hundred twenty-five percent (125%) of average annual debt service on the Bonds, the Outstanding Bonds and the Future Parity Bonds or (iii) ten percent (10%) of the proceeds of the Bonds, the Outstanding Bonds and the Future Parity Bonds (the "Reserve Requirement"). The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds. The balance in the Reserve Account, allocable to the Bonds, shall never exceed the Reserve Requirement.

If the Bonds are sold to the Indiana Finance Authority pursuant to its IFA Program, then the Reserve Requirement shall equal the maximum annual debt service on the Bonds the Outstanding Bonds, and any Future Parity Bonds.

The Reserve Account shall constitute a margin for safety and a protection against default in the payment of principal of and interest on outstanding bonds, and the moneys in the Reserve Account shall be used to pay current principal and interest on outstanding bonds to the extent that moneys in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Reserve Account shall be promptly made up from the next available Net Revenues remaining after credits into the Bond and Interest Account. If moneys in the Reserve Account are transferred to the Bond and Interest Account to pay principal and interest on outstanding Bonds, the Outstanding Bonds or the Future Parity Bonds then this depletion of the balance in the Reserve Account shall be made up from the next available Net Revenues after the credits into the Bond and Interest Account. Any moneys in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Improvement Fund (herein defined).

Any portion of the Reserve Requirement shall be deemed to be satisfied if there is on deposit in the Reserve Account any surety bond, insurance policy, guaranty, letter of credit or other credit enhancement in an amount equal to such portion, the issuer of which credit enhancement is rated at least “AAA” by Standard & Poor’s Ratings Group or “Aaa” by Moody’s Investors Service.

The Sinking Fund (containing the Bond and Interest Account and the Reserve Account), or any portion thereof, and the Construction Account, may be held by a financial institution acceptable to the Indiana Finance Authority as part of its IFA Program, pursuant to terms acceptable to the Indiana Finance Authority.

The Sinking Fund (containing the Bond and Interest Account and the Reserve Account), or any portion thereof, and the Construction Account, may be held by a financial institution acceptable to the Indiana Finance Authority as part of its IFA Program, pursuant to terms acceptable to the Indiana Finance Authority. If the Sinking Fund and the accounts therein, or any portion thereof, are so held in trust, the Town, for and on behalf of the Town, shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account in accordance with Section 12 of this Ordinance and the Reserve Account in accordance with Section 13 of this Ordinance, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules applicable to the Town’s outstanding bonds. If the Construction Account is so held in trust, the Town, for and on behalf of the Town, shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this Ordinance and the Financial Assistance Agreement. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for the Bonds. The Town Council President and Clerk-Treasurer are hereby authorized to execute and deliver an agreement with a financial institution to reflect this trust arrangement for all or a part of the Sinking Fund and the Construction Account in the form of trust agreement as approved by the Town Council President and Clerk-Treasurer consistent with the terms and provisions of this Ordinance.

SECTION 14. Waterworks Improvement Fund. In the event all required monthly payments into the Sinking Fund have been met and there has been accumulated in the Sinking Fund, over and above such payments, the Reserve Requirement, and there have been accumulated and reserved funds in an amount sufficient for operation, repair and maintenance of the System for the then next-succeeding two (2) calendar months, and for depreciation, then any available excess revenues of the System may be placed into an improvement fund for the Waterworks (the “Improvement Fund”). Amounts so deposited may be used to pay the cost of improvements,

replacements, additions and extensions to the System, or for any other lawful purpose related to the System. No transfers of Net Revenues shall be made to the general fund of the Town, provided, however, the Town reserves the right to transfer PILOTs from this Improvement Fund as herein provided, no more frequently than semiannually during the months of January and July, in accordance with the Act. No revenues of the System shall be deposited in or credited to the Improvement Fund which will interfere with the required monthly payments into or accumulated in the Sinking Fund, or with the requirements as to paying the expenses of or reserving funds for the operation, maintenance and repair of the System and for depreciation. All or any portion of the funds accumulated and reserved for operation, repair and maintenance in excess of the next-succeeding calendar month shall be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the bonds payable from such Sinking Fund.

SECTION 15. Maintenance of Accounts: Investments. The Sinking Fund shall be deposited and maintained as a separate banking account or accounts from all other accounts of the Town, including, without limitation, any funds or accounts relative to any other utility of the Town beyond the waterworks. The Operation and Maintenance Account and the Improvement Fund may be maintained in a single banking account or separate accounts, but such account or accounts, shall likewise be maintained separate and apart from all other accounts of the Town (including, without limitation, any funds and accounts relative to any other utility of the Town beyond the Waterworks) and apart from the Sinking Fund account or accounts. All moneys deposited in the funds and accounts continued by this Ordinance shall be deposited, held and secured as public funds in accordance with the public depository laws of the State; provided that moneys therein may be invested in obligations in accordance with applicable laws, including IC 5-13, IC 5-1.2-1 through 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5, as amended or supplemented, and in the event of such investment, the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance. Nothing in this Section or elsewhere in this Ordinance shall be construed to require that separate bank accounts be established and maintained for the funds and accounts continued by this Ordinance except that (a) the Sinking Fund and Construction Account shall be maintained in a separate bank account from the other funds and accounts of the System and (b) the other funds and accounts of the System shall be maintained as a separate bank account from the other funds and accounts of the Town, including, without limitation, any other funds and accounts for any other utility of the Town beyond the Waterworks.

SECTION 16. Maintenance of Books and Records. The Town shall keep proper books of records and accounts, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues collected from the System, all disbursements made on account of the System and all other transactions relating to the System. Copies of all such statements and reports shall be kept on file in the office of the Clerk-Treasurer. There shall be furnished, upon written request, to any owner of the bonds, the most recent audit report of the System prepared by the State Board of Accounts. If the BANs or the Bonds are sold to the Indiana Finance Authority, the Town shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the System in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Governmental Accounting Standards Board, and (ii) the rules, regulations and guidance of the State Board of Accounts.

SECTION 17. Rate Covenant. The Town covenants and agrees that it will establish and maintain reasonable and just rates and charges for the use of and the service rendered by the System, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the System, or that in any way uses or is served by the System, at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the Town), provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Indiana Finance Authority as part of its IFA Program, to provide for Operation and Maintenance (as defined in the Financial Assistance Agreement) of the System, to comply with and satisfy all covenants contained in this Ordinance and any Financial Assistance Agreement and to all obligations of the System and of the Town with respect to the System. Such rates and charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance of the System and the requirements of the Sinking Fund or any BANs. The rates and charges so established shall apply to any and all use of the System by and service rendered to the Town and shall be paid by the Town as the charges accrue.

SECTION 18. Defeasance of Bonds. If: (i) any of the Bonds 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 Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal, the premium, if any, and the interest, so due and payable upon all of the Bonds or any designated portion thereof then outstanding shall be paid; or (ii) the Town shall cause to be held in trust for the purpose of paying when due the principal of, premium, if any, and interest on the Bonds or any designated portion thereof, money, together with direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due, will be sufficient, without reinvestment, to make such payments, and provision shall also be made for paying all fees and expenses for the redemption of such Bonds; then and in that case, such Bonds shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the System.

SECTION 19. Additional BANs and Bonds. The Town reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The Town reserves the right to authorize and issue Future Parity Bonds for the purpose of financing the cost of future additions to, extensions of and improvements to the System, or to refund obligations, subject to the following conditions:

(a) The principal of and interest on all bonds payable from the Net Revenues of the System shall have been paid in accordance with the terms thereof, and the amounts required to be paid into the Sinking Fund shall have been made to date in accordance with the provisions of this Ordinance. The Reserve Requirement shall be satisfied for the Future Parity Bonds either at the time of delivery of the Future Parity Bonds or over a five (5) year or shorter period, in a manner which is commensurate with the requirements established in Section 12(c) of this Ordinance.

(b) The Net Revenues of the System, adjusted for fixed, known and measurable changes in the fiscal year immediately preceding the issuance of any such Future Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual principal

and interest requirements of the then outstanding bonds payable from the Net Revenues and the Future Parity Bonds proposed to be issued; or, prior to the issuance of such Future Parity Bonds, the water rates and charges shall be increased sufficiently so that such increased rates and charges applied to the previous year's operations would have produced Net Revenues for such year equal to not less than one hundred twenty-five percent (125%) of the maximum annual principal and interest requirements of the then outstanding bonds payable from the Net Revenues and the Future Parity Bonds proposed to be issued. In addition, for purposes of this subsection, with respect to any Future Parity Bonds hereafter issued while the Bonds remain outstanding and owned by the Indiana Finance Authority as part of its IFA Program, Net Revenues may not include any revenues from the System Development Charges unless the Indiana Finance Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Future Parity Bonds without satisfying this subsection (b). For purposes of this subsection, the records of the System shall be analyzed and all showings shall be prepared by a certified public accountant employed by the Town for that purpose.

(c) The principal of, or mandatory sinking fund redemption dates for, the Future Parity Bonds shall be payable semiannually on January 1 and July 1, and interest on the Future Parity Bonds shall be payable semiannually on January 1 and July 1.

(d) If the Bonds are sold to the Indiana Finance Authority: (i) the Town obtains the consent of the Indiana Finance Authority; (ii) each of the Town has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this Ordinance; and (iii) the Town is in compliance with its System permits, except for noncompliance, the elimination of which is a purpose for which the Future Parity Bonds, including any Outstanding Bonds, are issued, so long as such issuance constitutes part of an overall plan to eliminate such noncompliance.

(e) Future Parity Bonds may also be issued to refund less than all of the then outstanding bonds issued pursuant to this Ordinance or ranking on a parity therewith, but any such Outstanding Bonds shall be subject to the conditions in this section unless the bonds being refunded mature within three (3) months of the date of such refunding and no other funds are available to pay such maturing bonds. In computing the maximum annual interest and principal requirements pursuant to subsection (b), the interest on and principal of the Outstanding Bonds shall be substituted for the interest on and principal of the bonds being refunded.

SECTION 20. Further Covenants. For the purpose of further safeguarding the interests of the owners of the BANs and the Bonds, it is specifically provided as follows:

(a) All contracts let by the Town in connection with the construction of the Project shall be let after due advertisement as required by the laws of the State, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of such contracts in accordance with their terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State in the case of public contracts and shall be governed in all respects by the laws of the State relating to public contracts.

(b) The Project shall be constructed under the supervision and subject to the approval of the Engineer. All estimates for work done or material furnished shall first be checked by the Engineer and approved by the Town.

(c) So long as any of the BANs or the Bonds are outstanding, the Town shall at all times maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the BANs or the Bonds are outstanding, the Town shall acquire and maintain insurance on the insurable parts of the system, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State. As an alternative to maintaining such insurance but only if the Bonds are not sold to the Indiana Finance Authority, the Town may maintain a self-insurance program with catastrophic or similar coverage so long as such program meets the requirements of any applicable laws or regulations and is maintained in a manner consistent with programs maintained by similarly situated municipalities. All insurance or self-insurance proceeds or condemnation proceeds shall be used in replacing or restoring the System or, if the Bonds are not sold to the Indiana Finance Authority, may be deposited in the Sinking Fund.

(e) So long as any of the BANs or the Bonds are outstanding, the Town shall not either directly or indirectly mortgage, pledge or otherwise encumber the property and plant of the System or any portion thereof or any interest therein, and if the BANs or the Bonds are sold to the Indiana Finance Authority, the Town shall not do so, without the prior written consent of the Indiana Finance Authority. The Town shall not sell, lease or otherwise dispose of any part of the System, except for such machinery, equipment or other property as may be replaced or shall no longer be necessary for use in connection with the System, and if the BANs or the Bonds are sold to the Indiana Finance Authority, the Town shall not do so, without the prior written consent of the Indiana Finance Authority.

(f) Except as otherwise specifically provided in Section 18 hereof, so long as any of the BANs or the Bonds are outstanding, no Future Parity Bonds or other obligations pledging any portion of the revenues of the System shall be authorized, executed, or issued by the Town, except those as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless the BANs and the Bonds are redeemed or defeased pursuant to Section 4 hereof coincidentally with the delivery of such Future Parity Bonds or other obligations.

(g) If the BANs or the Bonds are sold to the Indiana Finance Authority and, except as otherwise specifically provided in Section 18 hereof, the Town shall not without the prior written consent of the Indiana Finance Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the System other than for normal operating expenditures or (ii) borrow any money (including without limitation any loan from other utilities operated by the Town) in connection with the waterworks.

(h) The provisions of this Ordinance shall constitute a contract by and between the Town and the owners of the BANs and the Bonds, all the terms of which shall be enforceable by any holder of the BANs or the Bonds by any and all appropriate proceedings in law or in equity.

After the issuance of the BANs or the Bonds, this Ordinance shall not be repealed, amended or modified in any respect which will adversely affect the rights or interests of the owners of the BANs or the Bonds, nor shall the Town Council or any other body of the Town adopt any law, ordinance or resolution which in any way materially adversely affects the rights of such owners so long as any of the BANs or the Bonds remain outstanding. Except for the changes set forth in Section 23(a)(1)-(7) of this Ordinance, this Ordinance may be amended, however, without the consent of the BAN or the Bond owners, if the Town Council determines, in its sole discretion, that such amendment would not materially adversely affect the rights of any of the owners of the BANs or the Bonds; provided, however, that if the BANs or the Bonds are sold to the Indiana Finance Authority, the Town shall obtain the prior written consent of the Indiana Finance Authority.

(i) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the BANs and the Bonds for the uses and purposes set forth herein, and the owners of the BANs and the Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Ordinance and the Act. The provisions of this Ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sinking Fund or the Improvement Fund for the uses and purposes of such Funds as set forth in this Ordinance. The owners of the BANs and the Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the Act, including the right to have a receiver appointed to administer the System, in the event of default in the payment of the principal of or interest on any of the Bonds. Upon the appointment of such receiver, the receiver may: (i) charge and collect rates sufficient to provide for the payment of the expenses of the operation, repair and maintenance of the System and debt service as provided in the next following clause (ii); (ii) pay the interest on the BANs or the principal of, premium, if any, and interest on any bonds payable from Net Revenues; and (iii) apply the revenues of the System in conformity with the Act and this Ordinance. In addition, any owner of the BANs and the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Ordinance in connection with any action or duty to be performed by the Town, the Town Council or any officer of the Town, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System.

(j) In addition, any owner of the BANs and the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Ordinance in connection with any action or duty to be performed by the Town, the Town Council or any officer of the Town, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System as described in this Ordinance.

(k) None of the provisions of this Ordinance shall be construed as requiring the expenditure of any funds of the Town derived from any source other than the proceeds of the BANs, the Bonds or the operations of the System.

(l) For purpose this Section 20, the term “lease” shall include any lease, contract, or other instrument conferring a right upon the Town to use property in exchange for a periodic payments made from the revenues of the System, whether the Town desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease,

operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

SECTION 21. Investment of Funds.

(a) The Clerk-Treasurer is hereby authorized pursuant to IC 5-1-14-3, as amended, to invest moneys pursuant to the provisions of this Ordinance (subject to applicable requirements of federal law to insure the yields on such investments are equal to the then current market rates) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the BANs or the Bonds under federal law.

(b) The Clerk-Treasurer shall keep full and accurate records of investment earnings and income from moneys held in the Funds and Accounts continued by this Ordinance. In order to comply with the provisions of this Ordinance, the Clerk-Treasurer is hereby authorized and directed to employ consultants or attorneys from time to time to advise the Town as to requirements of federal law to preserve the tax exclusion described above. The Clerk-Treasurer may pay the fees of such consultants or attorneys as operation expenses of the System.

SECTION 22. Tax Covenants. In order to preserve the exclusion of interest on the BANs and the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the BANs or the Bonds, as the case may be (the "Code"), and as an inducement to the purchasers of the BANs and the Bonds, the Town represents, covenants and agrees that:

(a) The use of the System will be based upon arrangements providing for use that is available to the general public on the basis of rates that are generally applicable and uniformly applied, and, to the extent so used, such use shall constitute general public use. No person or entity, other than the Town or another state or local governmental unit, will use more than ten percent (10%) of the proceeds of the BANs or the Bonds or the property financed by the BAN or Bond proceeds, other than in a manner constituting general public use. No person or entity, other than the Town or another state or local governmental unit, will own property financed by the BAN or Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, management, service or incentive payment contract, or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from general public use, unless such uses in the aggregate relate to no more than ten percent (10%) of the proceeds of the BANs or the Bonds, as the case may be. If the Town enters into a management contract for all or a portion of the System, the terms of the contract will comply with the Treasury Regulations issued by the United States Department of the Treasury (the "Regulations") and IRS Revenue Procedure 2017-13, and as such may hereafter be further amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in the aggregate will not relate to more than ten percent (10%) of the proceeds of the BANs or the Bonds.

(b) No more than ten percent (10%) of the principal of or interest on the BANs or the Bonds is (under the terms of the BANs, the Bonds, this Ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for private business use

or payments in respect of such property, or to be derived from payments (whether or not to the Town) in respect of property or borrowed money used or to be used for a private business use.

(c) No more than five percent (5%) of the BAN or Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than five percent (5%) of the BAN or Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the BAN or Bond proceeds.

(d) The Town reasonably expects, as of the date hereof, that the BANs and the Bonds will not meet either the private business use test described in paragraphs (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the BANs and the Bonds.

(e) No more than five percent (5%) of the proceeds of the BANs or the Bonds will be attributable to private business use as described in paragraph (a) above and private security or payments described in paragraph (b) above attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issues and use that is related but disproportionate to any governmental use of those proceeds.

(f) The Town will not take any action nor fail to take any action with respect to the BANs or the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the BANs or the Bonds pursuant to Section 103 of the Code, nor will the Town act in any other manner which would adversely affect such exclusion.

(g) It shall not be an event of default under this Ordinance if the interest on any BANs or Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the BANs or the Bonds, as the case may be.

(h) The Town represents that it will rebate any arbitrage profits to the United States of America to the extent required by the Code and the Regulations.

(i) On or before the date of issuance of each series of BANs and the Bonds, the Clerk-Treasurer is hereby authorized to designate all or any portion of such BANs or Bonds as qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code, if determined appropriate and permissible thereunder, with the advice of Bond Counsel.

(j) If the principal amount of the BANs or the Bonds issued in any one calendar year by the Town, together with the aggregate principal amount of all other tax-exempt bonds, notes, lease obligations and other indebtedness or obligations of the Town issued or entered into or to be issued or entered into by the Town, its subordinate entities and entities that issue any such indebtedness or obligations on behalf of the Town, or on behalf of which the Town issues any such indebtedness or obligations, within the meaning of and taken into account under Section 148(f)(4)(D) of the Code, during such calendar year (excluding "private activity bonds" and obligations issued to currently refund tax-exempt obligations to the extent that the principal amount of the refunding obligations does not exceed the principal amount of the refunded

obligations), is \$5,000,000 or less, then such BANs or Bonds will be exempt from rebate pursuant to the small issuer exemption set forth in Section 148(f)(4)(D).

(k) These covenants are based solely on current law in effect and in existence on the date of delivery of the BANs or the Bonds, as the case may be.

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

SECTION 23. Amendments with Consent of Bondholders.

(a) Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the 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 Town Council of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the Town 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 any supplemental ordinance; provided, however, that if the BANs or Bonds are sold to the Indiana Finance Authority, the Town shall obtain the prior written consent of the Indiana Finance Authority; and provided, further, that that nothing herein contained shall permit or be construed as permitting:

(1) An extension of the maturity of the principal or the due date of interest on any BAN or Bond; or

(2) A reduction in the principal amount of any BAN or Bond or the redemption premium or the rate of interest thereon; or

(3) The creation of a lien upon or a pledge of the revenues or Net Revenues of the System ranking prior to the pledge thereof created by this Ordinance; or

(4) A preference or priority of any BAN or BANs over any other BAN or BANs or of any Bond or Bonds over any other Bond or Bonds; or

(5) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or

(6) A reduction in the Reserve Requirement; or

(7) The extension of mandatory sinking fund redemption dates for the Bonds, if any.

(b) If the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the

Clerk-Treasurer, no owner of any 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 Town Council 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 Town and all owners of 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 and obligations of the Town and the owners of the Bonds, and the terms and provisions of the Bonds and this Ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the Town and the owners of all the Bonds then outstanding.

SECTION 24. Issuance of BANs.

(a) The Town, having satisfied all the statutory requirements for the issuance of the Bonds, may elect to issue the BAN or BANs to a financial institution, the Indiana Bond Bank, the Authority or any other purchaser (if then authorized by State law), pursuant to a Bond Anticipation Note Purchase Agreement (the “Bond Anticipation Note Agreement”) to be entered into between the Town and the purchaser of the BAN or BANs, but only if such Agreement is deemed necessary by Bond Counsel. The Town Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available and, if deemed appropriate, to refund such BAN or BANs and to pay the costs of issuance of the BANs. It shall not be necessary for the Town to repeat the procedures for the issuance of the Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Town Council President and the Clerk-Treasurer are hereby authorized and directed to execute a Bond Anticipation Note Agreement, if any, in such form or substance as they shall approve, acting upon the advice of Bond Counsel. If the BANs are sold to the Authority as part of its IFA Program, the Financial Assistance Agreement shall serve as the BAN Purchase Agreement. The Town Council President and the Clerk-Treasurer may take such other actions or execute and deliver such certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as any one of them deem necessary or desirable in connection therewith.

SECTION 25. Continuing Disclosure. If necessary in order for the purchaser of the BANs or the Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Rule”), the Town Council President and the Clerk-Treasurer are hereby authorized to execute and deliver, in the name and on behalf of the Town, (i) an agreement by the Town to comply with the requirements for a continuing disclosure undertaking of the Town pursuant to subsection (b)(5) or (d)(2) of the Rule, and (ii) amendments to such agreement from time to time in accordance with the terms of such agreement (the agreement and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Agreement”). The Town hereby covenants and agrees that it will

comply with and carry out all of the provisions of the Continuing Disclosure Agreement. The remedies for any failure of the Town to comply with and carry out the provisions of the Continuing Disclosure Agreement shall be as set forth therein.

SECTION 26. Other Actions. Each of the proper officers of the Town is hereby authorized and directed, for and on behalf of the Town to execute and deliver any agreement, certificate or other instrument, including without limitation any financial assistance agreement, escrow agreement, continuing disclosure agreement, agreement with any Bond Insurer, agreement with any Rating Service, preliminary official statement or official statement, or take any other action which such officer determines to be necessary or desirable to carry out the transactions contemplated by this Ordinance, which determination shall be conclusively evidenced by such officer's having executed such agreement, certificate or other instrument or having taken such other action, and any such agreement, certificate or other instrument heretofore executed and delivered and any such other action heretofore taken are hereby ratified and approved.

SECTION 27. 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 28. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

SECTION 29. Conflicting Ordinances. All prior ordinances and parts of prior ordinances, except the Bond Ordinances, insofar as they are in conflict herewith, are hereby repealed.

SECTION 30. Effective Date. This Ordinance shall be in full force and effect from and after its passage and compliance with the procedures required by law.

Passed and adopted by the Town Council for the Town of Brownsburg, Indiana, on the 26th day of October, 2023.

Travis Tschaenn, President

Matt Simpson, Vice-President

Ben Lacey, Member

Mark Ticken, Member

Chris Worley, Member

Attest:

Ann Hathaway, Clerk-Treasurer

SCHEDULE OF EXHIBITS

EXHIBIT A – Project Description

EXHIBIT B – Form of Bond

EXHIBIT C – Form of Financial Assistance Agreement

EXHIBIT A

PROJECT DESCRIPTION

The water utility project includes the following:

Water Main & Lead Service Line Replacement:

- Phase 1 US 136/Main Street - Approximately 2,700 linear feet of water main will be replaced along Main Street from Seumin to Grant Street. Lead service line connections will also be replaced.
- College Avenue and Main Street - Approximately 2,015 linear feet of water main will be replaced through the area along Adams Street, Jefferson Street and College Avenue immediately south of Main Street. Lead service line connections will also be replaced.
- All appurtenances and related improvements in connection with the above to make the projects complete.

Any acquisition, construction, extension, improvement, repair, or replacement relating to the Town's Waterworks as well as those items as provided on the Preliminary Engineering Report (provided by IFA pursuant to the IFA Program) and any related improvements thereto.

EXHIBIT B

FORM OF BOND

(Attached)

No. R-__

[Unless this Bond (as defined below) is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Town of Brownsburg, Indiana, or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HENDRICKS

**TOWN OF BROWNSBURG, INDIANA
WATERWORKS REVENUE BOND, SERIES 20__**

Maturity Date	Interest Rate	Original Issue Date	Authentication Date	CUSIP
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[See Exhibit A] [See Exhibit A]

Registered Owner:

Principal Sum:

The Town of Brownsburg, Indiana (the “Town”), in Hendricks County, State of Indiana, for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum specified above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the Registered Owner making payment for this Bond (as defined below), or its assigns,] on [the Maturity Date set forth above] or [(unless this Bond is subject to and shall have been duly called for redemption and payment as provided for herein)], and to pay interest hereon 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 preceding an interest payment date and on or before such interest payment date, in which case it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before _____ 15, 20__, in which case it shall bear interest from the Original Issue Date, which interest is payable semiannually on the first days of January 1 and July 1 of each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of and premium, if any, on this Bond is payable at the principal office of _____ (the “Registrar” or the “Paying Agent”), in the _____ of _____ Indiana.] All payments of [principal of, premium, if any, and] interest on this Bond shall be paid

by check mailed one business day prior to the interest payment date on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date to the Registered Owner hereof, as of the fifteenth day of the month preceding such payment, at the address as it appears on the registration books kept by the [Clerk-Treasurer of the Town (the "Registrar" or the "Paying Agent") in the Town] [Registrar]. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).] All payments on the Town's Waterworks Revenue Bonds, Series 20__ (the "Bonds"), shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This Bond shall not constitute an indebtedness of the Town within the meaning of the provisions and limitations of the constitution of the State, and the Town shall not be obligated to pay this Bond or the interest hereon except from the special fund provided from the Net Revenues (herein defined as the gross revenues of the System (herein defined as the Town's Waterworks system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired), inclusive of System Development Charges (as set out in the hereinafter defined Ordinance), remaining after the payment of the reasonable expense of operation, repair and maintenance of the System) and shall rank on parity with the Outstanding Bonds (as defined in the Ordinance).

This Bond is one of an authorized series of Bonds of like tenor and effect, except as to numbering, interest rates per annum and dates of maturity, in the total amount of _____ Dollars (\$ _____) lettered and numbered consecutively from R-1 and upward, issued for the purpose of providing funds to pay the cost of the acquisition of, and the construction and installation of certain improvements to, the System, including, without limitation, the acquisition and installation of necessary equipment therefor and the making of other site improvements related thereto (the "Project"), [to refund interim notes issued in anticipation of the Bonds (the "BANs")] and to pay the costs of issuance of the Bonds [and the BANs], as authorized by: an ordinance adopted by the Town Council of the Town on _____, 2023, entitled "AN ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS FOR THE WATERWORKS SYSTEM OF THE TOWN OF BROWNSBURG, INDIANA, THE ISSUANCE OF REVENUE BONDS TO PROVIDE THE COST THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SYSTEM, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS, AND REPEALING ORDINANCES INCONSISTENT HERewith" (the "Ordinance"), and in strict compliance with the provisions of IC 8-1.5 as in effect on the issue date of this Bond (the "Act"). Capitalized terms not otherwise defined herein have the same meanings as ascribed to them in the Ordinance.

Pursuant to the provisions of the Ordinance and the Act, the principal of and interest on this Bond, the Outstanding Bonds and any Future Parity Bonds (as defined in the Ordinance)

(collectively, the "Bonds"), are payable solely from a sinking fund continued by the Ordinance (the "Sinking Fund") to be funded from the Net Revenues of the System, except to the extent payable from the proceeds of the Bonds.

The Town irrevocably pledges, the entire Net Revenues of the System to the prompt payment of the principal of and interest on the Bonds and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by the System as are sufficient in each year for the payment of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the System and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. The rates and charges shall be established, to the extent permitted by law, to produce Net Revenues sufficient to pay the annual debt service on all outstanding Bonds. If the Town or the proper officers of the Town shall fail or refuse to so fix, maintain and collect such rates or charges, or if there shall be a default in the payment of the principal of or interest on the Bonds when due, the owner of this Bond shall have all of the rights and remedies provided for in the Act and the Ordinance, including the right to have a receiver appointed to administer the System (but only in the event of a default in the payment of the principal of or the interest on the Bonds when due), and, by civil action, to protect and enforce rights granted by the Act or under the Ordinance in connection with any action or duty to be performed by the Town, the Town Council or any officer of the Town, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System.

The Town further covenants that it will set aside and pay into the Sinking Fund a sufficient amount of the Net Revenues to pay: (a) the principal of and interest on all Bonds, as such principal and interest shall come due; (b) the necessary fiscal agency charges for paying the principal of and interest on the Bonds; and (c) an additional amount to create and maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of the System.

The Bonds maturing on and after _____, _____, are redeemable at the option of the Town on _____ or any date thereafter, on [thirty (30)][sixty (60)] days' notice, in whole or in part, in [any][inverse] order of maturity selected by the Town and by lot within a maturity, at face value, [together with the following premiums:

____% if redeemed on _____, 20____ or thereafter
on or before _____, 20____
____% if redeemed on _____, 20____ or thereafter
on or before _____, 20____
____% if redeemed on _____, 20____, or thereafter
prior to maturity;

plus in each case accrued interest to the date fixed for redemption; provided, however if the Bonds are sold to the IFA Program and registered in the name of the Indiana Finance Authority, the Bonds shall not be redeemable at the option of the Town unless and until consented by the Indiana Finance Authority.

[The Bonds maturing on _____, are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, plus accrued interest, on _____ in the years and in the amounts set forth below:

Year	Amount
------	--------

*

*Final Maturity.]

[In the event the Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for mandatory sinking fund redemption before selecting the Bonds by lot for optional redemption.]

Notice of redemption shall be mailed to the address of the Registered Owner as shown on the registration record of the Town, as of the date which is [forty-five (45)][sixty-five (65)] days prior to such redemption date, not less than [thirty (30)][sixty (60)] days prior to the date fixed for redemption. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Town. 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.

[The Bonds shall be called for redemption in multiples of \$_____. The Bonds in denominations of more than \$_____ shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$_____] within a maturity.] The Bonds may be redeemed in part. In the event of the redemption of the Bonds in part, upon surrender of the Bond to be redeemed, a Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner.

If this Bond shall not be presented for payment or redemption on the date fixed therefor, and the Town shall have deposited in trust with [the Paying Agent] [its depository bank], an amount sufficient to pay this Bond or the redemption price, as the case may be, then the Registered Owner shall thereafter look only to the funds so deposited in trust with [the Paying Agent] [such depository bank] for payment and the Town shall have no further obligation or liability with respect thereto.

This Bond is transferable or exchangeable only upon the books of the Town kept for that purpose at the office of the Registrar, by the Registered Owner hereof in person, or by its 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 its attorney duly authorized in writing, and thereupon a 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 to the Registered Owner, as the case may be, in exchange therefore. [Except as otherwise provided in the Disclosure Agreement described below, the] [The] Town, the Registrar and the Paying Agent 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, premium, if any, and interest due hereon.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of [\$1.00] or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds maturing in such year.

[All of the Bonds have been designated [or deemed designated] as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

THE REGISTERED OWNER, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. This Bond is subject to defeasance prior to redemption or payment as provided in the Ordinance. The Ordinance may be amended without the consent of the owners of the Bonds as provided in the Ordinance if the Town determines, in its sole discretion, that the amendment shall not materially adversely affect the rights of any of the owners of the Bonds.

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

[A Continuing Disclosure Agreement dated as of the Original Issue Date (the “Disclosure Agreement”) has been executed by the Town for the benefit of each registered or beneficial owner of any Bond. A copy of the Disclosure Agreement is available from the Town and its terms are incorporated herein by reference. The Disclosure Agreement contains certain covenants of the Town to each registered or beneficial owner of any Bond, including a covenant to provide continuing disclosure of certain annual financial information and notices of the occurrence of certain events, if material. By its payment for and acceptance of this Bond, the Registered Owner and any beneficial owner of this Bond assents to the Disclosure Agreement and to the exchange of such payment and acceptance for such covenants.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and completion of the 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 Town has caused this Bond to be executed in its corporate name and on its behalf by the manual or facsimile signature of its Town Council President, have its corporate seal affixed hereunto, imprinted or impressed by any means, and be attested manually or by facsimile by its Clerk-Treasurer.

TOWN OF BROWNSBURG, INDIANA

[SEAL]

By: _____
President

Attest:

By: _____
Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this Bond is one of the Bonds described in the Ordinance.

[_____
 , as Registrar]

[_____ ,
as Registrar

By
Authorized Representative]

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

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

(State)

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

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name, address and social security or other identifying number of the assignee and insert number for the first named transferee if held by joint account)

the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, as attorney to transfer the within Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

REGISTERED OWNER:

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 whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity proof of authority to act must accompany this assignment.

Signature guaranteed by:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined in SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

EXHIBIT A
TOWN OF BROWNSBURG, INDIANA
WATERWORKS REVENUE BOND, SERIES 20__

Year

Principal Amount

EXHIBIT C

FORM OF FINANCIAL ASSISTANCE AGREEMENT

(Attached)

0132372.0777040 4866-4208-4736v7

STATE OF INDIANA
DRINKING WATER REVOLVING LOAN PROGRAM

FINANCIAL ASSISTANCE AGREEMENT dated as of this [____ day of _____ 20__] by and between the Indiana Finance Authority (the “Finance Authority”), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the “State”) and the Town of Brownsburg, Indiana (the “Participant”), a political subdivision as defined in I.C. 5-1.2-2-57, operating its water utility under I.C. 8-1.5, witnesseth:

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

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

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

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

WHEREAS, the Participant has previously entered into (i) an Amended and Restated Financial Assistance Agreement with the Finance Authority, dated as of February 24, 2012, to borrow money from the Drinking Water SRF Program (the “Drinking Water Agreement”); (ii) Water Infrastructure Financial Assistance Agreement with the Finance Authority, dated as of May 28, 2021, to borrow money from the Wastewater SRF Program (the “Water Infrastructure Agreement”); and (iii) two Financial Assistance Agreements with the Finance Authority, dated as of July 3, 2009 and December 15, 2016, respectively, to borrow money from the Wastewater SRF Program (collectively, the “Wastewater Agreements”), each to construct and acquire separate projects as described and defined therein (the Drinking Water Agreement, Water Infrastructure Agreement, and Wastewater Agreements are collectively, the “Prior Agreements”); and

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

“Commission” shall mean the Indiana Utility Regulatory Commission created under I.C. 8-1-1-2 or its successor.

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

“Credit Instrument” means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Drinking Water System, which bonds are on a parity with the Bonds.

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

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

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

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

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

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

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

“Drinking Water SRF Fund” shall mean the drinking water revolving loan fund as established by I.C. 5-1.2-10-2.

“Drinking Water SRF Indenture” shall mean the Fourth Amended and Restated Drinking Water SRF Trust Indenture, dated as of September 1, 2019, between the Finance Authority (as successor by operation of law to the State in all matters related to the Drinking Water SRF Program) and the Trustee, as amended and supplemented from time to time.

“Drinking Water System” shall mean all, or any part of, the system for the provision to the public of water for human consumption through pipes and other constructed conveyances that:

(1) has at least fifteen (15) service connections; or

(2) regularly serves at least twenty-five (25) individuals;

and as further defined and described in I.C. 13-11-2-177.3 and SRF Policy Guidelines, as amended and supplemented from time to time.

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

“Finance Authority” shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

“Finance Authority Bonds” shall mean any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Drinking Water SRF Program within the meaning of the Drinking Water SRF Indenture.

“Financial Assistance” shall mean the financial assistance authorized by the Safe Drinking Water Act, including the Loan.

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

“Loan” shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant’s Drinking Water System or refinance an existing debt obligation where such debt was incurred and building of such systems began after July 1, 1993, but does not mean the provision of other Financial Assistance.

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

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

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

“Non-Use Assessment Date” shall mean [_____ 1, 20__] and the first day of each sixth (6th) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

“Operation and Maintenance” shall mean the activities required to assure the continuing dependable and economic function of the Drinking Water System, including maintaining compliance with primary and secondary drinking water standards, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Drinking Water System, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

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

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

“Preliminary Engineering Report” shall mean the information submitted by the

Participant that is necessary for the Finance Authority to determine the technical, economic and environmental adequacy of the proposed Project.

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

“Purchase Account” shall mean the account by that name created by the Drinking Water SRF Indenture and held as part of the Drinking Water SRF Fund.

“Safe Drinking Water Act” shall mean the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq. and other laws, regulations and guidance supplemental thereto, as amended and supplemented from time to time including the 2014 Appropriations Act.

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

“State” shall mean the State of Indiana.

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

“System Development Charges” shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges applicable to the Drinking Water System that are available for deposit under the Authorizing Instrument.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Drinking Water SRF Indenture.

“2014 Appropriations Act” shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Safe Drinking Water Act), as amended and supplemented from time to time.

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

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

Section 2.02. The Bonds.

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

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

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

Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment to the Finance Authority within 10 days after any Finance Authority written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and with such maturities as achieves as level debt service as practicable consistent with methodology prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by such payment. If the Authorizing Instrument permits the Participant to apply Bond proceeds to pay interest accruing on or before Substantial Completion of Construction, the Participant may seek to reimburse itself for such interest costs it has paid pursuant to a Disbursement Request provided. If the Participant fails to make such Loan Reduction Payment by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

ARTICLE III
**REPRESENTATIONS, WARRANTIES AND COVENANTS
OF THE PARTICIPANT**

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

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

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

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

(d) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Drinking Water System.

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

(f) Obtain the property rights necessary to construct the Drinking Water System and, in procuring any such rights comply with federal and State law.

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

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

(i) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Finance Authority in procuring contracts for Construction, including (1) submission to the Finance Authority of Project change orders, (2) obtaining approval from the Director of Environmental Programs of any Project change order which significantly

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

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

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

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

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

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

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

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

(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

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

(c) Obtain and maintain the property rights necessary to operate and maintain the Drinking Water System, and in procuring any such rights, comply with federal and State law.

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

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

(f) Provide to the Finance Authority and not the Agency (unless specifically requested by the Agency) such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) any and all environmental data related to the Project that is required to be reported. Additionally, the Participant shall provide such other information requested or required of the Finance Authority or the Participant by the Agency.

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

(h) Continue to update, implement, and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act. The Participant acknowledges and agrees that its agreement to continue to update, implement, and maintain

an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Loan and that the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of Participant's submission of its Preliminary Engineering Report. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Drinking Water System consistent with SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act.

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

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

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

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

(m) Undertake all actions necessary to investigate all potential, material claims

which the Participant may have against other persons with respect to the Drinking Water System and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Drinking Water System in accordance with applicable federal, State and local law.

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

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

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

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

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

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

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

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

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

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

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Drinking Water System, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Drinking Water System (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably

designed to be consistent with SRF Policy Guidelines regarding such coverage.

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

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

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

(a) The Participant is duly organized and existing under State law and constitutes a “political subdivision” within the meaning of I.C. 5-1.2-2-57 and a “participant” within the meaning of I.C. 5-1.2-2-54. The Project and the Drinking Water System are subject to I.C. 8-1.5.

(b) The Participant and its Drinking Water System are not subject to the jurisdiction of the Commission under I.C. 8-1-2 or any other applicable law and the Project and the Bonds are not subject to the Commission’s review and approval requirements. If the Participant or its Drinking Water System is subject to the jurisdiction of the Commission under I.C. 8-1-2 or any other applicable law, the Commission has reviewed and approved the Project and the issuance of the Bonds and no additional approvals or consents are required to be obtained from the Commission related thereto.

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

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

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

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

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

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

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

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

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

Section 3.04. Covenants Regarding Assignment. The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Drinking Water System as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

Section 3.05. Nature of Information. All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan

or the Project may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Drinking Water SRF Program.

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code or “arbitrage bonds” within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

Section 3.07. Non-Discrimination Covenant. Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of 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 race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

ARTICLE IV - DEFAULTS

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

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

Section 4.03. Defaults under Prior Agreements. The Participant and the Finance Authority agree that any event of default occurring under the Prior Agreements shall constitute an event of default under this Agreement. Similarly, the Participant and the Finance Authority agree that any event of default under this Agreement, or under any subsequent financial assistance agreement entered into between the Participant and the Finance Authority, shall constitute an event of default under the Prior Agreements and the subsequent financial assistance agreement, if any, as the case may be.

(End of Article IV)

ARTICLE V
MISCELLANEOUS

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

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

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

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

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

Section 5.06. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the

Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

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

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

Indiana Finance Authority
SRF Programs
100 North Senate, Room 1275
Indianapolis, Indiana 46204
Attention: Director of Environmental Programs

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

Town of Brownsburg
61 North Green Street
Brownsburg, Indiana 46112
Attention: Clerk-Treasurer

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

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,500, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,500, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Drinking Water SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan, which may be paid from a Loan disbursement.

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

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

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

Section 5.13. Federal Award Information. The Catalogue of Federal Domestic Assistance (“CFDA”) Number for the Authority’s Drinking Water SRF Program is 66.468 and the Federal Agency & Program Name is “US Environmental Protection Agency Capitalization Grant for Drinking Water State Revolving Funds.”

(End of Article V)

[THE REMAINDER OF THIS PAGE HAS
BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

TOWN OF BROWNSBURG, INDIANA

INDIANA FINANCE AUTHORITY

“Participant”

“Finance Authority”

By: _____

By: _____

Printed: _____

James P. McGoff

Director of Environmental Programs

Title: _____

Attest: _____

EXHIBIT A

The Project consists of the following improvements to the Participant's Drinking Water System:

Water Main & Lead Service Line Replacement:

- Phase 1 US 136/Main Street - Approximately 2,700 linear feet of water main will be replaced along Main Street from Seumin to Grant Street. Lead service line connections will also be replaced.
- College Avenue and Main Street - Approximately 2,015 linear feet of water main will be replaced through the area along Adams Street, Jefferson Street and College Avenue immediately south of Main Street. Lead service line connections will also be replaced.
- All appurtenances and related improvements in connection with the above to make the projects complete.

Any acquisition, construction, extension, improvement, repair, or replacement relating to the Town's Waterworks as well as those items as provided on the Preliminary Engineering Report (provided by IFA pursuant to the IFA Program) and any related improvements thereto.

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

[End of Exhibit A]

EXHIBIT B
Principal Payment Schedule for the Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
01/01/2024	\$	01/01/2041	\$
07/01/2024		07/01/2041	
01/01/2025		01/01/2042	
07/01/2025		07/01/2042	
01/01/2026		01/01/2043	
07/01/2026		07/01/2043	
01/01/2027		01/01/2044	
07/01/2027		07/01/2044	
01/01/2028		01/01/2045	
07/01/2028		07/01/2045	
01/01/2029		01/01/2046	
07/01/2029		07/01/2046	
01/01/2030		01/01/2047	
07/01/2030		07/01/2047	
01/01/2031		01/01/2048	
07/01/2031		07/01/2048	
01/01/2032		01/01/2049	
07/01/2032		07/01/2049	
01/01/2033		01/01/2050	
07/01/2033		07/01/2050	
01/01/2034		01/01/2051	
07/01/2034		07/01/2051	
01/01/2035		01/01/2052	
07/01/2035		07/01/2052	
01/01/2036		01/01/2053	
07/01/2036		07/01/2053	
01/01/2037		01/01/2054	
07/01/2037		07/01/2054	
01/01/2038		01/01/2055	
07/01/2038		07/01/2055	
01/01/2039		01/01/2056	
07/01/2039		07/01/2056	
01/01/2040		01/01/2057	
07/01/2040		07/01/2057	
		TOTAL	\$

[End of Exhibit B]

EXHIBIT C
Credit Instrument

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

- None.

[End of Exhibit C]

Exhibit D

Additional Terms

A. *The following additional terms in this Paragraph A are NOT applicable to the Loan:*

“Equivalency Project” shall mean a project designated by the Finance Authority as an “equivalency project” under the Safe Drinking Water Act related to the “US Environmental Protection Agency Capitalization Grant for Drinking Water State Revolving Funds” for the federal fiscal year ending September 30, 2022 (or such later federal fiscal year as the Finance Authority may otherwise designate).

“BIL” shall mean the Bipartisan Infrastructure Law (BIL) (P.L. 117-58), also known as the “Infrastructure Investment and Jobs Act of 2021” (IIJA), signed into law on November 15, 2021.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Safe Drinking Water Act.

The Participant further understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Drinking Water System, or as critical technology as part of any Drinking Water System. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any Drinking Water System, or as critical technology as part of any Drinking Water System. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Drinking Water System, or as critical technology as part of any Drinking Water System.

The Participant further understands and agrees that it shall comply with all federal requirements applicable to the assistance received (including those imposed by BIL) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

The Participant further understands and agrees that it shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by

the Finance Authority or the Agency, such as performance indicators of program deliverables, information on costs and progress of the Project. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

The Participant further understands and agrees that it shall comply with (i) Executive Order 14030, regarding Climate-Related Financial Risk and (ii) Executive Order 13690, regarding Flood Risk Management Standards.

The Participant further understands that the Project is being financed, in whole or in part, with BIL funds, and shall place a physical sign displaying the official Building a Better America emblem and Agency logo at the site of the Project.

- B. The following additional terms in this Paragraph B related to GPR Projects (and the related defined terms) are NOT applicable to the Loan.*

“GPR Projects” shall mean Project components that meet the requirement of the “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act.

“GPR Projects Adjustment Fee” shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Drinking Water SRF Program’s interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the amount referenced in the Participant’s business case or categorical exclusion posted at www.srf.in.gov), all as determined by the Finance Authority.

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

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the amount referenced in the Participant’s business case or categorical exclusion, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures when and as required by SRF Policy Guidelines. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting GPR

Projects prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

- C. *The following additional terms in this Paragraph C related to LLR Projects (and the related defined terms) are NOT applicable to the Loan.*

“LLR Projects” shall mean Project components that meet the requirement of the “Lead Line Replacement (LLR) Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act.

“LLR Projects Adjustment Fee” shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Drinking Water SRF Program’s interest rate policies and practices using the final, actual LLR Projects Expenditures (rather than the amount referenced in the Participant’s related post-bid and other documents submitted to the Finance Authority), all as determined by the Finance Authority.

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

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a LLR Projects project. In the event LLR Projects Expenditures are hereafter determined by the Finance Authority to be less than the amount referenced in the Participant’s related post-bid and other documents submitted to the Finance Authority, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a LLR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its LLR Projects Expenditures when and as required by SRF Policy Guidelines.

[End of Exhibit D]

REQUEST FOR COUNCIL ACTION
TOWN MANAGER'S OFFICE



Agenda Item: Ordinance #2023-19 – An Ordinance to Approve the Salaries and Salary Ranges for the Year 2024	Town Council Action Requested: First Reading 10/26/2023 Second Reading 11/16/2023 Public Hearing / Third & Final Reading 11/16/2023 Motion to Approve/Consider
Project Name:	Presenter, Title: Debbie Cook, Town Manager
Strategic Plan Link:	Comprehensive Plan Link:
Executive Summary: <ol style="list-style-type: none">1. All Civil pay grades were reviewed and adjusted to take into account annual wage growth and changes in the market.2. Capital Projects & Field Operations Director title was changed to Field Operations Director.3. Police/Fire Longevity Pay was adjusted from 20 years to 25 years.4. Police – New positions added: Narcotics Sergeant ; K9 Handler Corporal ; Narcotics Corporal ; First Class K9 Handler Police Officer ; Narcotics First Class Police Officer	
Supporting Documents:	
Staff Recommendations: We recommend approval	
Town Manager Comments:	
Department Head Approval:	Click or tap to enter a date.
Town Manager Approval: <i>Debbie Cook</i>	10/19/2023

**AN ORDINANCE TO APPROVE THE SALARIES AND PAY RANGES
FOR THE YEAR 2024**

The following cash compensation and pay ranges are hereby set for the period of January 1, 2024 through December 31, 2024. Cash compensation as set forth in this Ordinance are paid every two weeks (26 pay dates). Payday for all Town employees is the Friday following the end of the pay cycle. Cash compensation in this Ordinance assume 26 pay periods, or 52 weeks. In those years where there are 27 pay periods representing 54 weeks of work, cash compensation may be proportionately adjusted to account for the additional 27th pay check, subject to the practices and policies of the Town and the Brownsburg Fire Territory as applicable.

Council and Other Office Holder Participation on Boards and Commissions¹. Town Council members shall not receive any compensation for Board or Commission participation under this Ordinance. Board and Commission participation under this Ordinance shall not be lucrative for Council members. In addition, any person holding another lucrative office or appointment shall not receive any compensation for Board or Commission pay under this Ordinance. Board and Commission participation under this Ordinance shall not be lucrative for other officeholders.

Special Time-In-Service Pay. Only time as a full-time civil (i.e., non-public safety) Town employee is applicable in determining years of service. Special Time-In-Service Pay is based on a percentage of wages and achieved in 4-year increments with the payout dependent upon time in service. The Time-In-Service Pay realization will be conducted as follows: 4 years' time in service will realize a 1% payout, 8 years' time in service will realize a 1.5% payout; 12 years' time in service will realize a 2% payout, 16 years' time in service will realize a 2.5% payout and will be capped at 3% at 20 years and all other 4-year increments above 20 years. This special pay will not exceed \$2,500. Eligibility for employees who have reached one of the 4-year milestones is confirmed as of December 31st of the same year for payment in the following year contingent upon budget approval. Employees who retire or resign and who are otherwise eligible for Time-In-Service Pay but end employment prior to the regularly scheduled payout may receive their payout at the time of separation. Full-time employees of the Brownsburg Police Department and the Brownsburg Fire Territory are exempt as they adhere to specific public safety Longevity Pay programs (see below).

Pay Management

- A. Civil Town Employees: All full- and part-time employees are eligible for cash compensation adjustments after successful completion of the Introductory Period based on terms of employment. Adjustments customarily occur on an annual basis based on merit. Lump sum bonuses may be substituted for merit pay which could result in a monetary figure beyond a pay grade maximum. At the Town Manager's discretion, employee cash compensation may be reduced to 90% of a pay grade minimum during an employee's Introductory Period and/or until a budgetary shortfall has been appropriately resolved. Based on FLSA exemption guidelines, hourly pay rates may be converted to an annual salary and vice versa using 2080 annual work hours.
- B. Police and Fire Territory Employees: Pay adjustments are as adopted in the 2024 budget.
- C. Town Manager: Pay adjustments are granted and approved by the Town Council.

ELECTED AND APPOINTED OFFICIALS:

(Paid monthly except where noted)

	Annual
Town Council Member	\$18, 000

¹For individuals that serve on Town Boards and Commissions, please note that Article II, Section 9 of the Indiana Constitution provides that: "No person holding a lucrative office or appointment under the United States or under this State is eligible to a seat in the General Assembly; and no person may hold more than one lucrative office at the same time, except as expressly permitted in this Constitution. Offices in the militia to which there is attached no annual salary shall not be deemed lucrative."

Town Council President	\$20,000
Town Court Judge	\$39,411
Clerk-Treasurer*	\$3,456 (bi-weekly amount)

*Clerk-Treasurer is paid as a regular employee with a bi-weekly paycheck.

BOARDS AND COMMISSIONS ^{2, 3, 4}

(Paid Monthly or Annually)

<u>Boards and Commissions</u>	<u>Position</u>	<u>Per Meeting</u>
Advisory Plan Commission	Commission Member	\$100
	Advisory Plan Commission, President	\$120
	Plan Commission Secretary	\$75
Board of Zoning Appeals	Commission Member	\$100
	Board of Zoning Appeals, President	\$120
	Board of Zoning Appeals Secretary	\$75
Police Commission	Commission Member	\$100
	Police Commission, President	\$120
	Police Commission Secretary	\$75
Economic Development Commission	Commission Member	A per diem amount of \$100 or an amount that does not exceed the per diem allowance for members of the general assembly, whichever is lessor (I.C. 36-7-12-15)**
	Economic Development Commission, President	**Same as Above
	Economic Development Commission Secretary	**Same as Above
Redevelopment Commission > Only applies to redevelopment commissioners who do not otherwise hold a lucrative office for the purpose of Article 2, Section 9 of the Indiana Constitution (I.C. 36-7-14-7(g)).	Commission Member	\$100
	Redevelopment Commission, President	\$120
	Redevelopment Commission Secretary	\$75
	Nonvoting Advisor Member > Salary, per diem and expense reimbursement is prohibited for nonvoting advisor members per IC 36-7-14-6.1(d)(3).	\$0
Redevelopment Authority	Authority Member > Pay prohibited for members per IC 36-7-14.5-8	\$0
	Redevelopment Authority Secretary > > Applies to non-Board member recording Secretary only.	\$75
Fire Safety Board	Board Members	\$75
Impact Fee Review Board	Board Member	\$100
	Board President	\$120
	Board Secretary	\$75

² A Secretary of a Board or Commission who is currently a Town employee shall be paid either straight time or overtime in accordance with all applicable State and Federal laws.

³ A Secretary of a Board or Commission who is not a Town employee may receive 50% of the meeting rate if the minutes are prepared and if they otherwise were not able to attend and therefore not eligible for the full meeting rate.

⁴ When applicable, and for the purpose of determining the amount of board or commission pay owed to a member, a board or commission meeting that ends or begins within one hour of another meeting involving that same board or commission will be considered a single meeting.

CIVIL TOWN PAY RANGES:

Grade	Subgrade	Position	Min	Mid	Max
A		Town Manager	\$120,000	\$132,000	\$155,000
B		Assistant Town Manager	\$90,000	\$101,600	\$120,000
C		Director, Economic Development	\$80,000	\$93,400	\$110,000
		Director, Field Operations			
		Director, Water Utilities			
		Director, Development Services			
		Director, Parks			
		Superintendent			
D		Senior Manager, Capital Projects & Procurement	\$65,000	\$80,000	\$100,000
		Assistant Director, Parks			
		Senior Manager, Community Relations			
		Senior Manager, Human Resources			
		Senior Manager, Community Recreation			
		Senior Manager, Parks & Natural Resources			
		Financial Analyst			
		Building Commissioner			
		IT Administrator			
		Senior Planner			
E		Planner II	\$60,000	\$65,000	\$70,000
		Assistant Superintendent			
		Manager, Economic Development			
		Manager, Youth Services			
		Community Specialist			
F		Planner I	\$51,000	\$56,700	\$62,400
Grade	Subgrade	Position	Min	Mid	Max
1C		Deputy Clerk-Treasurer	\$28	\$35	\$45
		Coordinator, Building Services			
		Administrator, Court			
		Desktop Support Engineer, IT			
2C		Administrator, Human Resources	\$25	\$31	\$36
		Lab Manager, Wastewater			
		Assistant Manager, Youth Services			
		Stormwater Coordinator, Wastewater			
3C		Executive Assistant	\$20	\$25	\$30
		Compliance Coordinator, Dev. Services			
		Event Coordinator, Parks			
		Recreation Coordinator, Parks			
		Associate Planner, Dev. Services			
4C		Administrative Assistant	\$18	\$22	\$25
		Site Manager, BASE			
		Clerk			
		Mechanic Coordinator, Fleet			

Grade	Subgrade	Position	Min	Mid	Max
5C		Assistant Manager, BASE	\$17	\$20	\$22
6C		Program Leader, Parks/BASE/PEAK	\$15	\$18	\$20
		Office Assistant, Parks			
		Customer Service Representative, Parks			
7C		Youth Counselor, BASE/PEAK	\$11	\$14	\$16
8CU		Intern II	Up to \$17/hr		
9CU		Intern I	Unpaid		
10L		Senior Building Inspector, Dev. Services	\$30	\$36	\$45
		Plant Operator, Water			
		Plant Operator IV, Wastewater			
		Collection System Technician IV, Wastewater			
		Field Supervisor			
	10LA	Plant Operator III, Wastewater	\$27	\$33	\$38
		Collection System Technician III, Wastewater			
	10LB	Plant Operator II, Wastewater	\$25	\$29	\$34
		Collection System Technician II, Wastewater			
11L		Plant Operator I, Wastewater	\$23	\$27	\$32
		Collection System Technician I, Wastewater			
		Building Inspector, Development Services			
		Maintenance Technician III, Civil			
		Parks & Natural Resources Assistant Manager,			
		Natural Resources Technician, Parks			
		Mechanic, Fleet			
	11LA	Maintenance Technician II, Civil	\$20	\$24	\$30
		Parks Maintenance Technician, Parks			
		Laborer III			
		Equipment Operator, Street			
		Line Locator			
	11LB	Maintenance Technician I, Civil	\$18	\$22	\$26
		Stormwater Technician, Wastewater			
		Laborer, Wastewater			
		Laborer II			
12L		Laborer I	\$17	\$20	\$24
		Meter Reader			
13LU		Instructor	Up to \$40/hr		
		Official			
		Facilities Attendant ⁵			

⁵Town employees shall receive their normal rate of pay as an attendant

CIVIL TOWN SKILL-BASED PAY:

The Town of Brownsburg has implemented skill-based pay that rewards eligible full-time employees with additional cash compensation in exchange for formal certification of new skills, knowledge, and/or competencies. Formal certifications are grouped by strategic importance to the Town's goals and objectives:

Group A: FLSA nonexempt, +2.50/hour up to 100% of range penetration; FLSA exempt, +\$5,200/annual up to 100% of range penetration

- Water Supply, Class WT3
- Wastewater Treatment Plant Operator, Class IV
- Wastewater Treatment Plant Operator, Class C

Group B: FLSA nonexempt, +\$1.50/hour up to 100% of range penetration; FLSA exempt, +\$3,120/annual up to 100% of range penetration

- Water Supply, Class DSL
- Wastewater Collection System Operator, Class IV
- Wastewater Treatment Plant Operator, Class A
- Pesticide Applicator License
-

Group C: FLSA nonexempt, +\$0.25 - \$1.00/ hour up to 100% of range penetration; FLSA exempt, +\$520-\$2,080/annual up to 100% of range penetration

- Other Equivalent Certifications/Licenses as approved by Town Manager

Employees may participate, upon written approval by the employee's department head and the Human Resources Department, upon successful completion of the Introductory Period, not a part of a Performance Improvement Plan (PIP), and not within a notice period of employment separation.

Certifications, as part of this program, shall be in alignment with the employee's current duties and responsibilities according to the employee's formal job description or at the benefit of the employee's department. For example, an employee within the Human Resources Department shall not be eligible for pursuing, obtaining a Water Supply, Class WT 3 certification for purposes of this program. An employee's base pay rate/wage may be reduced by earned additional cash compensation under this program should a certification become invalid due to voluntarily action by an employee (e.g., lack of obtaining applicable continuing education credits).

Initial certification exams may be paid for by the Town along with applicable study materials. Costs for exam re-takes, due to a non-pass with the initial exam, may be paid for by the Town at 50%. Costs associated with exams taken on a third attempt or more and additional study materials, outside of the initial ones purchased, shall be the employee's responsibility.

Further, applicable continuing education credits (CECs/CEUs) may be paid for by the Town associated with certifications as part of this program. Costs associated with certification exams, study materials, and CECs/CEUs must be approved, in advanced and in writing, by the employee's department head and the Human Resources Department.

Employees must remain employed with the Town for a rolling twelve (12) period upon the Town paying for costs associated with certification exams, study materials, and CECs/CEUs – associated costs for lodging, travel, and meals are exempt. Should an employee leave employment, either voluntarily/involuntarily, beforehand, the employee shall reimbursement the Town's total cost as outlined below. An employee who leaves employment due to retirement is exempt from the reimbursement requirement.

TIME OF SEPARATION	REIMBURSEMENT
Months 1 - 3	100%
Months 4 - 6	75%
Months 7 - 9	50%
Months 10 - 12	25%

Employees are eligible to earn additional cash compensation for one (1) certification within a period of twelve (12) consecutive months. This program, other than the earned additional cash compensation benefit, shall apply to other job-related certifications as approved, in writing, by the employee's department head and the Town Manager. The Town Manager and Assistant Town Manager ("Town Leadership") reserves the right to modify, amend, suspend, or discontinue this program at any time without prior notice. Town Leadership also reserves the right to revoke or modify employee participation if it is felt that an eligible employee is misusing the program.

BROWNSBURG POLICE DEPARTMENT/FIRE TERRITORY LONGEVITY PAY

All regular full-time employees are eligible for Longevity Pay. Longevity Pay is a differential added to the employee's base salary beginning in the 5th year of employment. Longevity Pay is a percentage of the 1st Class Base Pay based on the employee's employment category and on the number of years of full-time employment. Starting on the employee's 5th year of employment, 0.85% of the base pay shall be added to the employee's salary.

Each year following the employee's 5th year of employment, Longevity Pay shall be 0.85% multiplied by the employee's years of service (of the 1st Class Base Pay until the employee reaches the 20th year). Longevity Pay shall remain at 21.25% following the 25th year of service.

<u>Years of Service</u>	<u>Longevity Pay</u>	<u>Years of Service</u>	<u>Longevity Pay</u>
5 th	4.25%	16 th	13.60%
6 th	5.10%	17 th	14.45%
7 th	5.95%	18 th	15.30%
8 th	6.8%	19 th	16.15%
9 th	7.65%	20 th	17%
10 th	8.50%	21 st	17.85%
11 th	9.35%	22 nd	18.70%
12 th	10.20%	23 rd	19.55%
13 th	11.05%	24 th	20.40%
14 th	11.90%	25 th	21.25%
15 th	12.75%		

POLICE PAY RANGES:

<u>Sworn</u>	<u>Min</u>	<u>Max</u>
Chief of Police	\$101,000	\$125,000
Major	\$93,000	\$112,000
Captain ⁶	\$88,000	\$107,000
Lieutenant ⁶	\$83,000	\$102,000
Narcotics Sergeant ⁶	\$78,000	\$102,000
K9 Handler Corporal ⁶	\$80,000	\$100,000
Sergeant ⁶	\$78,000	\$98,000
Detective Sergeant ⁶	\$78,000	\$97,000
Narcotics Corporal ⁶	\$73,000	\$97,000
First Class K9 Handler Police Officer ⁶	\$75,000	\$95,000
Detective ⁶	\$68,000	\$88,000
Detective Corporal ⁶	\$73,000	\$92,000
Corporal ⁶	\$73,000	\$93,000
Narcotics First Class Police Officer ⁶	\$68,000	\$92,000
First Class Police Officer ⁶	\$68,000	\$88,000
First Class Police Officer Base Pay ⁶	\$68,338.41	
Probation Police Officer ⁶	\$65,838.41	
2024 Certified 1977 Police PERF Salary Base ⁷	\$68,338.41	\$82,860.32

⁶ FLSA nonexempt, overtime eligible

⁷ Includes all service and clothing allowance pay for 25-year cap. Supersedes any previously referenced calculation

Sworn	Min	Max
Shift Differential Pay (shifts beginning on or after 6PM)	\$0.50/hr	\$1.00/hr
Reserve Officer	\$350/annual	
Permanent Part-Time Intelligence Analyst Officer	\$25	\$35
Temporary Part-Time Special Events Officer	\$40	\$50
Specialty Pay (Min/Max. per officer) ⁸	\$500	\$3,400
Narcotic Incentive Pay (Max. Per Officer) ⁸	\$500	\$5,000

⁸ Salary Program & Benefits Policy 04.03.01

- 58 Authorized Sworn Police Officer Positions
- 30 Authorized Part-time Officer Positions
- 18 Authorized Reserve Officer Position

CIVILIAN POLICE PAY RANGES:

Civilian	Min	Max
Crime Scene Investigator ⁹	\$62,500	\$76,000
Executive Assistant ⁹	\$57,000	\$71,000
Administrative Services Supervisor/Purchasing Agent ⁹	\$60,000	\$74,000
Criminal Investigations Intelligence Analyst ⁹	\$60,000	\$74,000
Investigations Unit Forensics Analyst ⁹	\$57,000	\$72,000
Investigations Administrative Assistant/Victim Advocate ⁹	\$61,000	\$75,000
Administrative Services Assistant Supervisor ⁹	\$54,000	\$68,000
First Class Civilian ⁹	\$49,000	\$64,000
First Class Civilian Base Pay ⁹	\$49,773.58	
Probation Civilian ⁹	\$47,273.58	

⁹ FLSA nonexempt, overtime-eligible

- 8 Authorized Civilian Positions

FIRE TERRITORY PAY RANGES:

<u>Administration</u>	<u>Min</u>	<u>Max</u>
Chief	\$100,000	\$122,000
Assistant Chief	\$95,000	\$112,000
Deputy Chief	\$95,000	\$112,000
Division Chief	\$95,000	\$110,000
Battalion Chief	\$35	\$40
<u>Civilian</u>	<u>Min</u>	<u>Max</u>
Administrative Assistant	\$20	\$30
Fire Marshal	\$95,000	\$110,000
Deputy Fire Marshal	\$40	\$48
Public Educator / Deputy Fire Marshal	\$75,000	\$85,000
Civilian Paramedic	\$25	\$35
Civilian EMT	\$20	\$25
Part-time Civilian	\$20	\$40
Part-time Civilian Paramedic or EMT	\$20	\$35
<u>Firefighters</u>	<u>Min</u>	<u>Max</u>
Captain	\$32	\$38
Lieutenant	\$28	\$36
Probationary Firefighter	\$16	\$20
2 nd Year Firefighter	\$20	\$24
3 rd Year Firefighter	\$24	\$32
2024 Certified 1977 Firefighter PERF Salary Base ¹⁰	\$68,338.43	\$82,860.32

¹⁰ Includes all service pay for the 25-year cap. Supersedes any previously referenced calculation.

**AN ORDINANCE TO APPROVE THE SALARIES AND PAY RANGES
FOR THE YEAR ~~2023~~ 2024**

The following cash compensation and pay ranges are hereby set for the period of January 1, ~~2023~~ 2024 through December 31, ~~2023~~ 2024. Cash compensation as set forth in this Ordinance are paid every two weeks (26 pay dates). Payday for all Town employees is the Friday following the end of the pay cycle. Cash compensation in this Ordinance assume 26 pay periods, or 52 weeks. In those years where there are 27 pay periods representing 54 weeks of work, cash compensation may be proportionately adjusted to account for the additional 27th pay check, subject to the practices and policies of the Town and the Brownsburg Fire Territory as applicable.

Council and Other Office Holder Participation on Boards and Commissions¹. Town Council members shall not receive any compensation for Board or Commission participation under this Ordinance. Board and Commission participation under this Ordinance shall not be lucrative for Council members. In addition, any person holding another lucrative office or appointment shall not receive any compensation for Board or Commission pay under this Ordinance. Board and Commission participation under this Ordinance shall not be lucrative for other officeholders.

Special Time-In-Service Pay. Only time as a full-time civil (i.e., non-public safety) Town employee is applicable in determining years of service. Special Time-In-Service Pay is based on a percentage of wages and achieved in 4-year increments with the payout dependent upon time in service. The Time-In-Service Pay realization will be conducted as follows: 4 years' time in service will realize a 1% payout, 8 years' time in service will realize a 1.5% payout; 12 years' time in service will realize a 2% payout, 16 years' time in service will realize a 2.5% payout and will be capped at 3% at 20 years and all other 4-year increments above 20 years. This special pay will not exceed \$2,500. Eligibility for employees who have reached one of the 4-year milestones is confirmed as of December 31st of the same year for payment in the following year contingent upon budget approval. Employees who retire or resign and who are otherwise eligible for Time-In-Service Pay but end employment prior to the regularly scheduled payout may receive their payout at the time of separation. Full-time employees of the Brownsburg Police Department and the Brownsburg Fire Territory are exempt as they adhere to specific public safety Longevity Pay programs (see below).

Pay Management

- A. Civil Town Employees: All full- and part-time employees are eligible for cash compensation adjustments after successful completion of the Introductory Period based on terms of employment. Adjustments customarily occur on an annual basis based on merit. Lump sum bonuses may be substituted for merit pay which could result in a monetary figure beyond a pay grade maximum. At the Town Manager's discretion, employee cash compensation may be reduced to 90% of a pay grade minimum during an employee's Introductory Period and/or until a budgetary shortfall has been appropriately resolved. Based on FLSA exemption guidelines, hourly pay rates may be converted to an annual salary and vice versa using 2080 annual work hours.
- B. Police and Fire Territory Employees: Pay adjustments are as adopted in the ~~2023~~ 2024 budget.
- C. Town Manager: Pay adjustments are granted and approved by the Town Council.

ELECTED AND APPOINTED OFFICIALS:

(Paid monthly except where noted)

	Annual
Town Council Member	\$18, 000

¹For individuals that serve on Town Boards and Commissions, please note that Article II, Section 9 of the Indiana Constitution provides that: "No person holding a lucrative office or appointment under the United States or under this State is eligible to a seat in the General Assembly; and no person may hold more than one lucrative office at the same time, except as expressly permitted in this Constitution. Offices in the militia to which there is attached no annual salary shall not be deemed lucrative."

Town Council President	\$20,000
Town Court Judge	\$36,492 \$39,411
Clerk-Treasurer*	\$3,200 \$3,456 (bi-weekly amount)

*Clerk-Treasurer is paid as a regular employee with a bi-weekly paycheck.

BOARDS AND COMMISSIONS ^{2, 3, 4}

(Paid Monthly or Annually)

<u>Boards and Commissions</u>	<u>Position</u>	<u>Per Meeting</u>
Advisory Plan Commission	Commission Member	\$100
	Advisory Plan Commission, President	\$120
	Plan Commission Secretary	\$75
Board of Zoning Appeals	Commission Member	\$100
	Board of Zoning Appeals, President	\$120
	Board of Zoning Appeals Secretary	\$75
Police Commission	Commission Member	\$100
	Police Commission, President	\$120
	Police Commission Secretary	\$75
Park Board	Board Member	\$100
	Park Board, President	\$120
	Park Board Secretary	\$75
Economic Development Commission	Commission Member	A per diem amount of \$100 or an amount that does not exceed the per diem allowance for members of the general assembly,
	Economic Development Commission, President	**Same as Above
	Economic Development Commission Secretary	**Same as Above
Redevelopment Commission > Only applies to redevelopment commissioners who do not otherwise hold a lucrative office for the purpose of Article 2, Section 9 of the Indiana Constitution (I.C. 36-7- 14-7(g)).	Commission Member	\$100
	Redevelopment Commission, President	\$120
	Redevelopment Commission Secretary	\$75
	Nonvoting Advisor Member > Salary, per diem and expense reimbursement is prohibited for nonvoting advisor members per IC 36- 7-14-6.1(d)(3).	\$0
Redevelopment Authority	Authority Member > Pay prohibited for members per IC 36-7- 14.5-8	\$0
	Redevelopment Authority Secretary > > Applies to non-Board member recording Secretary only.	\$75
Fire Safety Board	Board Members	\$75
Impact Fee Review Board	Board Member	\$100
	Board President	\$120
	Board Secretary	\$75

² A Secretary of a Board or Commission who is currently a Town employee shall be paid either straight time or overtime in accordance with all applicable State and Federal laws.

³ A Secretary of a Board or Commission who is not a Town employee may receive 50% of the meeting rate if the minutes are prepared and if they otherwise were not able to attend and therefore not eligible for the full meeting rate.

⁴ When applicable, and for the purpose of determining the amount of board or commission pay owed to a member, a board or commission meeting that ends or begins within one hour of another meeting involving that same board or commission will be considered a single meeting.

CIVIL TOWN PAY RANGES:

Grade	Subgr	Position	Min	Mid	Max
A		Town Manager	\$101,600 \$120,000	\$113,000 \$132,000	\$135,300 \$155,000
B		Assistant Town Manager	\$84,000 \$90,000	\$93,400 \$101,600	\$111,800 \$120,000
C		Director, Economic Development Director, Capital Projects & Field Operations Director, Water Utilities Director, Development Services Director, Parks Superintendent	\$80,000	\$88,900 \$93,400	\$106,500 \$110,000
D		Director, Water Utilities	\$76,200	\$84,700	\$101,400
E		Director, Development Services Director, Parks Superintendent	\$72,600	\$80,700	\$96,600
F-D		Senior Manager, Capital Projects & Procurement Assistant Director, Parks Senior Manager, Community Relations Manager, Economic Development Senior Manager, Human Resources Senior Manager, Community Recreation Senior Manager, Parks & Natural Resources Financial Analyst Building Commissioner IT Administrator Senior Planner	\$69,000 \$65,000	\$76,600 \$80,000	\$91,900 \$100,000
G		Assistant Superintendent Assistant Director, Parks Manager, Human Resources Manager, Community Relations Senior Planner	\$58,200	\$65,400	\$75,000
H-E		Planner II Assistant Superintendent Manager, Economic Development Manager, Youth Services Community Specialist	\$56,600 \$60,000	\$62,300 \$65,000	\$68,000 \$70,000
I		Manager, Youth Services Manager, Community Recreation Community Specialist, Economic Dev.	\$51,000	\$56,700	\$62,400
J F		Planner I	\$43,300 \$51,000	\$49,900 \$56,700	\$56,600 \$62,400
1C		Deputy Clerk-Treasurer Coordinator, Building Services Administrator, Court	\$26 \$28	\$31 \$35	\$36 \$45

		Desktop Support Engineer, IT			
2C		Administrator, Human Resources			
		Lab Manager, Wastewater	\$21	\$25	\$29
		Assistant Manager, Youth Services	\$25	\$31	\$36
		Stormwater Coordinator, Wastewater			

Grade	Subgrade	Position	Min	Mid	Max
3C		Executive Assistant			
		Compliance Coordinator, Dev. Services			
		Event Coordinator, Parks	\$18	\$22	\$26
		Recreation Coordinator, Parks	\$20	\$25	\$30
		Associate Planner, Dev. Services			
4C		Administrative Assistant			
		Site Manager, BASE	\$16	\$20	\$23
		Clerk	\$18	\$22	\$25
		Mechanic Coordinator, Fleet			
5C		Recreation Coordinator, Parks	\$15	\$18	\$20
		Event Coordinator, Parks			
		Assistant Manager, BASE	\$17	\$20	\$22
6C		Program Leader, Parks/BASE/PEAK			
		Office Assistant, Parks	\$13	\$16	\$18
		Customer Service Representative, Parks	\$15	\$18	\$20
7C		Youth Counselor, BASE/PEAK	\$11	\$14	\$16
8CU		Intern II	Up to \$17/hr		
9CU		Intern I	Unpaid		
10L		Senior Building Inspector, Dev. Services			
		Plant Operator, Water			
		Plant Operator IV, Wastewater			
		Collection System Technician IV, Wastewater	\$30	\$36	\$40
		Field Supervisor			\$45
		Parks & Natural Resources Manager, Parks			
	10LA	Plant Operator III, Wastewater	\$26	\$32	\$37
		Collection System Technician III, Wastewater	\$27	\$33	\$38
	10LB	Plant Operator II, Wastewater	\$24	\$28	\$33
		Collection System Technician II, Wastewater	\$25	\$29	\$34
11L		Plant Operator I, Wastewater			
		Collection System Technician I, Wastewater			
		Building Inspector, Development Services			
		Maintenance Technician III, Civil	\$21	\$25	\$30

		Parks & Natural Resources Assistant Manager, Parks	\$23	\$27	\$32
		Natural Resources Technician, Parks			
		Mechanic, Fleet			

Grade	Subgrade	Position	Min	Mid	Max
	11LA	Maintenance Technician II, Civil	\$19	\$23	\$27
		Parks Maintenance Technician, Parks			
		Laborer III			
		Equipment Operator, Street	\$20	\$24	\$30
		Line Locator			
	11LB	Maintenance Technician I, Civil	\$17	\$21	\$25
		Stormwater Technician, Wastewater			
		Laborer, Wastewater			
		Laborer II	\$18	\$22	\$26
		Line Locator			
12L		Laborer I	\$16	\$19	\$21
		Meter Reader	\$17	\$20	\$24
13LU		Instructor	Up to \$40/hr		
		Official			
		Facilities Attendant ⁵			

⁵Town employees shall receive their normal rate of pay as an attendant

CIVIL TOWN SKILL-BASED PAY:

The Town of Brownsburg has implemented skill-based pay that rewards eligible full-time employees with additional cash compensation in exchange for formal certification of new skills, knowledge, and/or competencies. Formal certifications are grouped by strategic importance to the Town's goals and objectives:

Group A: FLSA nonexempt, +2.50/hour up to 100% of range penetration; FLSA exempt, +\$5,200/annual up to 100% of range penetration

- Water Supply, Class WT3
- Wastewater Treatment Plant Operator, Class IV
- Wastewater Treatment Plant Operator, Class C

Group B: FLSA nonexempt, +\$1.50/hour up to 100% of range penetration; FLSA exempt, +\$3,120/annual up to 100% of range penetration

- Water Supply, Class DSL
- Wastewater Collection System Operator, Class IV
- Wastewater Treatment Plant Operator, Class A
- Pesticide Applicator License
-

Group C: FLSA nonexempt, +\$0.25 - \$1.00/ hour up to 100% of range penetration; FLSA exempt, +\$520-\$2,080/annual up to 100% of range penetration

- Other Equivalent Certifications/Licenses as approved by Town Manager

Employees may participate, upon written approval by the employee's department head and the Human Resources Department, upon successful completion of the Introductory Period, not a part of a Performance Improvement Plan (PIP), and not within a notice period of employment separation.

Certifications, as part of this program, shall be in alignment with the employee's current duties and responsibilities according to the employee's formal job description or at the benefit of the employee's department. For example, an employee within the Human Resources Department shall not be eligible for pursuing, obtaining a Water Supply, Class WT 3 certification for purposes of this program. An employee's base pay rate/wage may be reduced by earned additional cash compensation under this program should a certification become invalid due to voluntarily action by an employee (e.g., lack of obtaining applicable continuing education credits).

Initial certification exams may be paid for by the Town along with applicable study materials. Costs for exam re-takes, due to a non-pass with the initial exam, may be paid for by the Town at 50%. Costs associated with exams taken on a third attempt or more and additional study materials, outside of the initial ones purchased, shall be the employee's responsibility.

Further, applicable continuing education credits (CECs/CEUs) may be paid for by the Town associated with certifications as part of this program. Costs associated with certification exams, study materials, and CECs/CEUs must be approved, in advanced and in writing, by the employee's department head and the Human Resources Department.

Employees must remain employed with the Town for a rolling twelve (12) period upon the Town paying for costs associated with certification exams, study materials, and CECs/CEUs – associated costs for lodging, travel, and meals are exempt. Should an employee leave employment, either voluntarily/involuntarily, beforehand, the employee shall reimbursement the Town's total cost as outlined below. An employee who leaves employment due to retirement is exempt from the reimbursement requirement.

TIME OF SEPARATION	REIMBURSEMENT
Months 1 - 3	100%
Months 4 - 6	75%
Months 7 - 9	50%
Months 10 - 12	25%

Employees are eligible to earn additional cash compensation for one (1) certification within a period of twelve (12) consecutive months.

This program, other than the earned additional cash compensation benefit, shall apply to other job-related certifications as approved, in writing, by the employee's department head and the Town Manager.

The Town Manager and Assistant Town Manager ("Town Leadership") reserves the right to modify, amend, suspend, or discontinue this program at any time without prior notice. Town Leadership also reserves the right to revoke or modify employee participation if it is felt that an eligible employee is misusing the program.

BROWNSBURG POLICE DEPARTMENT/FIRE TERRITORY LONGEVITY PAY

All regular full-time employees are eligible for Longevity Pay. Longevity Pay is a differential added to the employee's base salary beginning in the 5th year of employment. Longevity Pay is a percentage of the 1st Class Base Pay based on the employee's employment category and on the number of years of full-time employment. Starting on the employee's 5th year of employment, 0.85% of the base pay shall be added to the employee's salary.

Each year following the employee's 5th year of employment, Longevity Pay shall be 0.85% multiplied by the employee's years of service (of the 1st Class Base Pay until the employee reaches the 20th year). Longevity Pay shall remain at ~~17%~~ 21.25% following the ~~20th~~ 25th year of service.

<u>Years of Service</u>	<u>Longevity Pay</u>	<u>Years of Service</u>	<u>Longevity Pay</u>
5 th	4.25%	16 th	13.60%
6 th	5.10%	17 th	14.45%
7 th	5.95%	18 th	15.30%
8 th	6.8%	19 th	16.15%
9 th	7.65%	20 th	17%
10 th	8.50%	21 st	17.85%
11 th	9.35%	22 nd	18.70%
12 th	10.20%	23 rd	19.55%
13 th	11.05%	24 th	20.40%
14 th	11.90%	25 th	21.25%
15 th	12.75%		

POLICE PAY RANGES:

<u>Sworn</u>	<u>Min</u>	<u>Max</u>
Chief of Police	\$96,000 \$101,000	\$115,000 \$125,000
Major	\$88,000 \$93,000	\$102,000 \$112,000
Captain ⁶	\$83,000 \$88,000	\$97,000 \$107,000
Lieutenant ⁶	\$78,000 \$83,000	\$92,000 \$102,000
Narcotics Sergeant ⁶	\$78,000	\$102,000
K9 Handler Corporal ⁶	\$80,000	\$100,000
Sergeant ⁶	\$73,000 \$78,000	\$88,500 \$98,000
Detective Sergeant ⁶	\$73,000 \$78,000	\$88,500 \$97,000
Narcotics Corporal ⁶	\$73,000	\$97,000
First Class K9 Handler Police Officer ⁶	\$75,000	\$95,000
Detective ⁶	\$63,000 \$68,000	\$77,000 \$88,000
Narcotics ⁶	\$63,000	\$88,500
Detective Corporal ⁶	\$68,000 \$73,000	\$82,000 \$92,000
Corporal ⁶	\$68,000 \$73,000	\$83,000 \$93,000
Narcotics First Class Police Officer ⁶	\$68,000	\$92,000
First Class Police Officer ⁶	\$63,000 \$68,000	\$78,000 \$88,000
First Class Police Officer Base Pay ⁶	\$63,276.31 \$68,338.41	
Probation Police Officer ⁶	\$60,723.60 \$65,838.41	
2023 2024 Certified 1977 Police PERF Salary Base ⁷	\$63,276.31 \$68,338.41	\$74,883.28 \$82,860.32

⁶ FLSA nonexempt, overtime eligible

⁷ Includes all service and clothing allowance pay for the ~~20~~ 25-year cap. Supersedes any previously referenced calculation.

<u>Sworn</u>	<u>Min</u>	<u>Max</u>
Shift Differential Pay (shifts beginning on or after 6PM)	\$0.50/hr	\$1.00/hr
Reserve Officer	\$350/annual	
Permanent Part-Time Intelligence Analyst Officer	\$25	\$35
Temporary Part-Time Special Events Officer	\$40	\$50
Specialty Pay (Min/Max. per officer) ⁸	\$500	\$850 \$3,400
Narcotic Incentive Pay (Max. Per Officer) ⁸	\$500	\$5,000

⁸ Salary Program & Benefits Policy 04.03.01

- ~~54~~ 58 Authorized Sworn Police Officer Positions
- 30 Authorized Part-time Officer Positions
- 18 Authorized Reserve Officer Position

CIVILIAN POLICE PAY RANGES:

<u>Civilian</u>	<u>Min</u>	<u>Max</u>
Crime Scene Investigator ⁹	\$58,000 \$62,500	\$66,500 \$76,000
Executive Assistant ⁹	\$56,000 \$57,000	\$65,000 \$71,000
Administrative Services Supervisor/Purchasing Agent ⁹	\$58,000 \$60,000	\$68,000 \$74,000
Forensics Analyst and Technology Administrator Liaison ⁹	\$61,000	\$72,000
Criminal Investigations Intelligence Analyst ⁹	\$60,000	\$74,000
Investigations Unit Forensics Analyst ⁹	\$57,000	\$72,000

Investigations Administrative Assistant/Victim Advocate ⁹	\$52,000 \$61,000	\$62,000 \$75,000
Administrative Services Assistant Supervisor ⁹	\$52,000 \$54,000	\$62,000 \$68,000
First Class Civilian ⁹	\$46,000 \$49,000	\$57,000 \$64,000
First Class Civilian Base Pay ⁹	\$46,086.65 \$49,773.58	
Probation Civilian ⁹	\$43,586.65 \$47,273.58	

⁹ FLSA nonexempt, overtime-eligible

- ~~7~~ 8 Authorized Civilian Positions

FIRE TERRITORY PAY RANGES:

<u>Administration</u>	<u>Min</u>	<u>Max</u>
Chief	\$90,000 \$100,000	\$115,000 \$122,000
Assistant Chief	\$85,000 \$95,000	\$110,000 \$112,000
Deputy Chief	\$85,000 \$95,000	\$110,000 \$112,000
Division Chief	\$80,000 \$95,000	\$105,000 \$110,000
Battalion Chief	\$27 \$35	\$40
<u>Civilian</u>	<u>Min</u>	<u>Max</u>
Administrative Assistant	\$15 \$20	\$25 \$30
Fire Marshal	\$70,000 \$95,000	\$95,000 \$110,000
Deputy Fire Marshal	\$30 \$40	\$45 \$48
Public Educator / Deputy Fire Marshal	\$75,000	\$85,000
Civilian Paramedic	\$14 \$25	\$35
Civilian EMT	\$20	\$25
Part-time Civilian	\$20	\$40
Part-time Civilian Paramedic or EMT	\$20	\$35
<u>Firefighters</u>	<u>Min</u>	<u>Max</u>
Captain	\$26 \$32	\$36 \$38
Lieutenant	\$25 \$28	\$35 \$36
Firefighter/EMT	\$16	\$30
Firefighter/Paramedic	\$16	\$35
Probationary Pay Firefighter	\$15 \$16	\$20
2 nd Year Firefighter	\$20	\$24
3 rd Year Firefighter	\$24	\$32
2023-2024 Certified 1977 Firefighter PERF Salary Base ¹⁰	\$63,276.31 \$68,338.43	\$74,883.28 \$82,860.32

¹⁰ Includes all service pay for the ~~20~~ 25-year cap. Supersedes any previously referenced calculation.

REQUEST FOR COUNCIL ACTION
TOWN MANAGER'S OFFICE



Agenda Item: Resolution #2023-26 - A Resolution of the Town Council of the Town of Brownsburg, Hendricks County, Indiana Expressing an Interest Regarding the Purchase of Certain Real Property and Authorizing the Appraisal Process (411 Johnson Lane)	Town Council Action Requested: First Reading / Second Reading / Public Hearing / Third & Final Reading / Motion to Approve/Consider 10/26/2023
Project Name:	Presenter, Title: Shawn Pabst, Assistant Town Manager
Strategic Plan Link:	Comprehensive Plan Link:
Executive Summary: This resolution will authorize staff to proceed with appraisals for the property located at 411 Johnson Lane.	
Supporting Documents:	
Staff Recommendations: We recommend approval	
Town Manager Comments:	
Department Head Approval:	Click or tap to enter a date.
Town Manager Approval: <i>Debbie Cook</i>	10/20/2023

Resolution #2023-26
Brownsburg, Indiana
October 26, 2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BROWNSBURG,
HENDRICKS COUNTY, INDIANA EXPRESSING AN INTEREST REGARDING THE
PURCHASE OF CERTAIN REAL PROPERTY AND AUTHORIZING THE
APPRAISAL PROCESS (411 JOHNSON LANE)**

The Town Council (the “Council”) of the Town of Brownsburg, Indiana (the “Town”) met at a duly called and authorized meeting of the Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place and purpose of the meeting received by all members of the Council, and the following resolutions were made, seconded and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Council.

WHEREAS, within the boundaries of Lincoln Township there exists a single parcel of land totaling approximately 1.78 acres more particularly specified and depicted on Exhibit “A” attached hereto (the “Property”);

WHEREAS, I.C. 36-1-10.5 *et seq.* sets forth the procedures required for a political subdivision to purchase land (the “Process”);

WHEREAS, the Process includes the requirement that the fiscal body of the Town pass a resolution expressing its interest in the Property and having the purchasing agent proceed with the appointment of the required appraisers under I.C. 36-1-10.5-5; and

WHEREAS, the Council desires to move forward with the appraisal Process and authorizes the Town Manager or his/her designee to pursue the appraisals and to make a recommendation to the Council (the “Recommendation”).

NOW, THEREFORE, BE IT RESOLVED that the Council desires to move forward with the appraisal Process and with the Recommendation; and

BE IT FURTHER RESOLVED, that the Council hereby authorizes and directs the Town Manager or his/her designee to proceed with the appraisal Process and with the Recommendation.

PASSED by the Town Council of the Town of Brownsburg, Indiana, this 26th day of October, 2023 by a vote of _____ (____) ayes and _____ (____) nays.

BROWNSBURG TOWN COUNCIL

By: _____

Travis Tschaenn, President

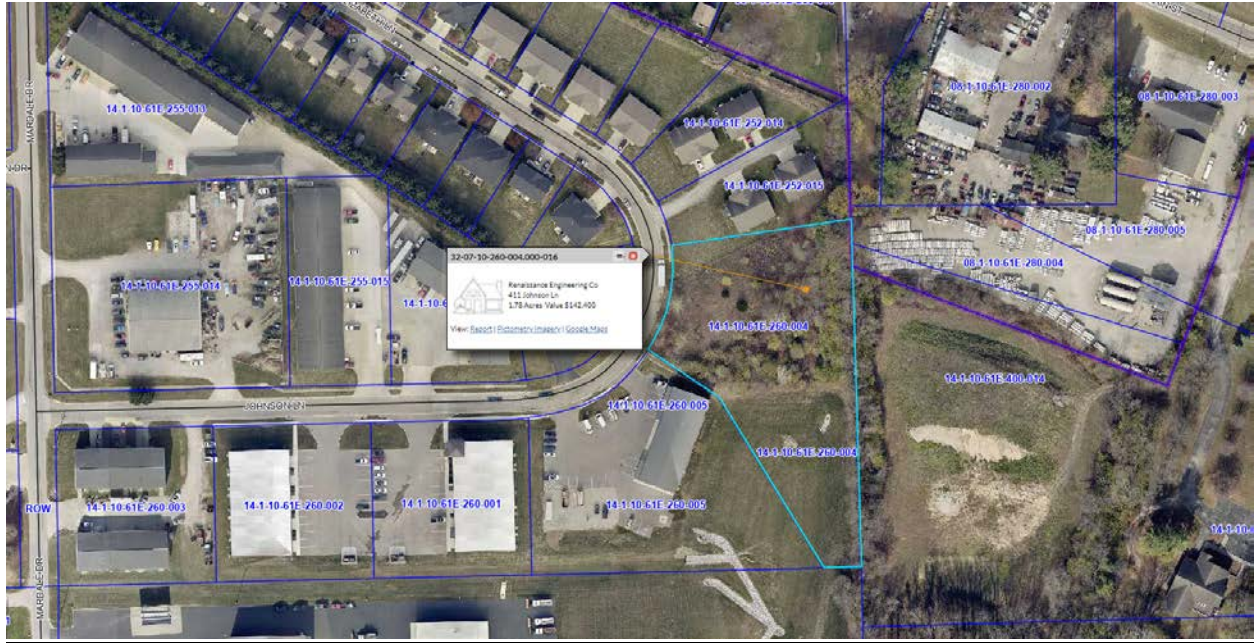
ATTEST:

Ann Hathaway, Clerk-Treasurer

EXHIBIT “A”

THE PROPERTY

THE PROPERTY



411 Johnson Lane, Brownsburg, IN 46112

Tract Eleven (11) in Mardale Subdivision, Section Four (4), an addition to the Town of Brownsburg, Hendricks County, Indiana, as per plat thereof recorded October 27, 1998 in Plat Cabinet 1, Slide 156, Page 1 in the Office of the Recorder, Hendricks County, Indiana.

1.78 acres zoned I-1.

REQUEST FOR COUNCIL ACTION
TOWN MANAGER'S OFFICE



Agenda Item: Resolution 2023-19 - A RESOLUTION APPROVING THE FORMATION OF THE BROWNSBURG BUILDING CORPORATION AND APPOINTING CERTAIN DIRECTORS OF THE CORPORATION	Town Council Action Requested: First Reading / Second Reading / Public Hearing / Third & Final Reading / Motion to Approve/Consider 10/26/2023
Project Name:	Presenter, Title: Debbie Cook, Town Manager
Strategic Plan Link:	Comprehensive Plan Link:
Executive Summary: This resolution is to establish a building corporation in order to secure financing for the aquatic center project.	
Supporting Documents:	
Staff Recommendations: We recommend approval	
Town Manager Comments:	
Department Head Approval:	Click or tap to enter a date.
Town Manager Approval: <i>Debbie Cook</i>	10/19/2023

Resolution #2023-19
Brownsburg, Indiana
October 26, 2023

**A RESOLUTION APPROVING THE FORMATION OF THE BROWNSBURG
BUILDING CORPORATION AND APPOINTING CERTAIN DIRECTORS OF THE
CORPORATION**

The Town Council (the “Council”) of the Town of Brownsburg, Indiana (the “Town”) met at a duly called and authorized meeting of the Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place and purpose of the meeting received by all members of the Council, and the following resolutions were made, seconded and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Council.

WHEREAS, the Brownsburg Building Corporation (the “Corporation”) is to be incorporated to assist the Town in financing, from time to time, the construction, renovation, expansion and equipping of facilities to be operated by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Brownsburg, Indiana, that:

Section 1. It is hereby determined to be proper and in the public interest to approve the incorporation of the Corporation for the purpose of financing, constructing, renovating, expanding, and equipping facilities and leasing the same to the Town.

Section 2. The forms of the Articles of Incorporation and the Code of By-Laws of the Corporation, presented to and now before the Council, are hereby ratified and approved.

Section 3. The Council hereby ratifies and approves the appointment of _____,
and _____ as the Directors of the Corporation.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

PASSED by the Town Council of the Town of Brownsburg, Indiana, this 26th day of October, 2023, by a vote of _____ (____) ayes and _____ (____) nays.

BROWNSBURG TOWN COUNCIL

By: _____
Travis Tschaenn, President

ATTESTED BY:

Ann Hathaway, Clerk-Treasurer

DMS 40337879v1

**ARTICLES OF INCORPORATION
OF THE
BROWNSBURG BUILDING CORPORATION**

The undersigned incorporator, desiring to form a corporation (the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, Indiana Code 23-17 (the "Act"), executes the following Articles of Incorporation:

ARTICLE I

Name

Section 1.01. Name. The name of this Corporation is:

Brownsburg Building Corporation

ARTICLE II

Purposes and Powers

Section 2.01. Type of Corporation. This Corporation is a public benefit corporation.

Section 2.02. General Purpose. The Corporation is organized solely for the purpose of assisting the Town of Brownsburg, Indiana, together with any of its boards, commissions, special taxing districts or other instrumentalities (collectively, the "Town"), with the financing of its local public improvements through the acquisition of buildings, equipment or other local public improvements and the land upon which such are located, the acquisition of a site or sites appropriate for new buildings or other local public improvements, constructing and equipping suitable buildings or other local public improvements on such site or sites, renovating or expanding existing buildings or other local public improvements, and leasing the same to the Town or Departments of the Town, collecting the rentals therefor and applying the proceeds thereof in a manner consistent with Indiana Code 36-1-10, as amended, entirely without profit to the Corporation, its officers, directors, or incorporators, other than the return of capital actually invested.

Section 2.03. Nonprofit Purposes.

(a) The Corporation is organized exclusively for the promotion of social welfare and is not organized for profit, all within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"). No part of the net earnings of the Corporation shall inure to the benefit of any Director or Officer of the Corporation or to any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by a Director, Officer or employee and to pay principal and interest at a reasonable rate not exceeding current market rates on funds loaned or advanced by a Director or Officer to the Corporation.

(b) The Corporation shall not engage in carrying on propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. The Corporation shall not be operated as a social club for benefit, pleasure or recreation of its members.

(c) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any activities nor exercise any power or authority in any manner or for any purpose whatsoever which may jeopardize the status of the Corporation as an exempt organization under Section 501(c)(4) of the Code, or any corresponding provisions of any subsequent federal tax laws.

Section 2.04. Powers. In furtherance of the purposes hereinabove set forth and subject to any limitation or restriction imposed by the Act, Indiana Code 36-1-10, as amended, any other law or these Articles of Incorporation, the Corporation shall have all the general rights, privileges and powers granted to corporations by the Act.

ARTICLE III

Registered Office and Registered Agent

Section 3.01. Registered Office. The street address of the registered office of the Corporation is:

61 N. Green Street
Brownsburg, IN 46112

Section 3.02. Registered Agent. The name of the registered agent of the Corporation at the registered office is:

Howard Clay Jackson

The Incorporator represents that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE IV

Members

Section 4.01. Membership. The Corporation shall not have members.

ARTICLE V

Incorporator

Section 5.01. Name and Address of Incorporator. The name and address of the incorporator are as follows:

Adam G. Steuerwald, Esq.
11 South Meridian Street
Indianapolis, Indiana 46204

ARTICLE VI

Provisions for Regulation of Business and Conduct of Affairs of the Corporation

Section 6.01. Management of Corporation. The affairs of the Corporation shall be managed by the Board of Directors of the Corporation.

Section 6.02. Indemnification. Directors and Officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation or to another organization at the Corporation's request. Persons who are not Directors or Officers of the Corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board of Directors. The provisions of this Section shall be applicable to actions or proceedings commenced after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof, and to persons who have ceased to be Directors, Officers or employees, and shall inure to the benefit of their heirs, executors and administrators.

Section 6.03. Code of By-Laws. The Board of Directors of the Corporation shall have the power to make, alter, amend or repeal the Code of By-Laws of the Corporation; provided, that notwithstanding anything herein to the contrary, any amendment is subject to approval in writing by the President of the Brownsburg Town Council.

Section 6.04. Amendment of Articles of Incorporation. The Corporation reserves the right to amend, alter, change or repeal any provisions contained in the Articles of Incorporation or in any amendment hereto, in any manner now or hereafter prescribed or permitted by the Act or any amendment thereto; provided, nevertheless, that such power of amendment shall not authorize any amendment which would have the effect of disqualifying this Corporation as an exempt organization under the provisions of Section 501(c)(4) of the Code, or such equivalent provision as may hereafter exist from time to time; and provided, that notwithstanding anything herein to the contrary, any amendment is subject to approval in writing by the President of the Brownsburg Town Council.

ARTICLE VII

Dissolution

Section 7.01. Dissolution. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner or to such organization or organizations organized and operated exclusively for civic purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(4) of the Code, or any corresponding provisions of any subsequent federal tax laws, or to the Town, for a public purpose.

ARTICLE VIII

Board of Directors

Section 8.01. Initial Directors. The following individuals shall serve as the initial Board of Directors of the Corporation:

IN WITNESS WHEREOF, the undersigned, being the Incorporator designated in Article 5, executes these Articles of Incorporation this ____ day of _____, 2023.

Adam G. Steuerwald, Incorporator

CODE OF BY-LAWS
OF THE
BROWNSBURG BUILDING CORPORATION

ARTICLE I

Identification

The name of the Corporation is Brownsburg Building Corporation (the “Corporation”).

ARTICLE II

Membership

The Corporation shall not have members.

ARTICLE III

Board of Directors

Section 3.01. Functions. The business, property and affairs of the Corporation shall be managed and controlled by a Board of Directors as from time to time constituted.

Section 3.02. Number. There shall be three (3) Directors of the Corporation. Except as otherwise provided in these By-Laws, all members of the Board of Directors shall have and be subject to the same and equal qualifications, rights, privileges, duties, limitations and restrictions.

Section 3.03. Election. The Board of Directors shall be appointed by the Town Council of the Town of Brownsburg, Indiana (the “Town Council”), annually prior to the date of the annual meeting of the Board of Directors provided in this Article.

Section 3.04. Term. Each member of the Board of Directors shall serve for a term of one (1) year or until his/her successor is appointed and qualified, or until he/she has resigned, been removed, or dies. Incumbent Directors shall be eligible for re-appointment, and the number of years a person may serve as a Director is not limited.

Section 3.05. Vacancies. Any vacancy among the Directors caused by death, resignation, removal or otherwise may be filled by the Town Council. A Director appointed to fill a vacancy shall hold office until the expiration of the term of the Director causing the vacancy and until his/her successor shall be appointed and qualified.

Section 3.06. Resignation. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary of the Corporation, and the Town Council. Such resignation shall take effect when the notice is effective unless the notice specifies a later effective date. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.07. Removal. Any Director may be removed, with or without cause, by the Town Council.

Section 3.08. Meetings. All meetings of the Board of Directors shall be held either at the registered office of the Corporation in the State of Indiana, or at such other place within or without the State of Indiana as may be designated by the Board of Directors and specified in the respective notices or waivers of notice thereof. An annual meeting of the Board of Directors shall be held within six (6) months after the close of the fiscal year of the Corporation as designated by the Board of Directors and specified in the respective notices or waivers of notice thereof, for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting. If such meeting is not held as above provided, the election of officers may be held at any subsequent meeting of the Board of Directors specifically called in the manner set forth herein. The Board of Directors may provide by resolution the time and place, either within or without the State of Indiana, for the holding of additional regular meetings of the Board without other notice than such resolution. Special meetings of the Board of Directors may be called by the President, and shall be called by order thereof upon the written request of at least two Directors, which request shall set forth the business to be conducted at such meeting.

Section 3.09. Notice of Meetings. Notice of all meetings of the Board of Directors, except as herein otherwise provided, shall be given by mailing the same or by telephoning or telegraphing or delivering personally the same at least two (2) days before the meeting to the usual business or residence address of the Director as shown upon the records of the Corporation. Notice of any meeting of the Board of Directors may be waived in a document filed with the Secretary by any Director. Attendance at any meeting of the Board of Directors shall constitute a waiver of notice of that meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.10. Quorum. A quorum of the Board of Directors at any annual, regular or special meeting of the Board of Directors shall be a majority of the duly qualified members of the Board of Directors then occupying office, but in no case shall there be fewer than two (2) Directors present. The act of a majority of the Directors present at a meeting who constitute a quorum shall be the act of the Board of Directors.

Section 3.11. Committees. The Board of Directors, by resolution adopted by a majority of the Board, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at the meeting at which a quorum is present. The designation of any such committee and the delegation thereof of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him/her by law.

Section 3.12. Open Meetings. To the extent required by law, all provisions of the Code of By-Laws regarding the conduct of meetings and notice of meetings shall be subject to the provisions of the Indiana Open Door Law.

ARTICLE IV

Officers

Section 4.01. Officers and Agents. The officers of the Corporation shall consist of a President, one or more Vice-Presidents, a Secretary, and such other officers as the Board of Directors may, by resolution, designate from time to time. Any two (2) or more offices may be held by the same person. The Board of Directors may, by resolution, create, appoint and define the duties and fix the compensation of such officers and agents as, in its discretion, is deemed necessary, convenient or expedient for carrying out the purposes for which the Corporation is formed; provided, however, that officers and agents shall be compensated, if at all, only for actual services performed on behalf of the Corporation.

Section 4.02. Election, Term of Office and Qualification. All officers shall be chosen annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer

shall hold office (unless he/she resigns, is removed, or dies) until the next annual meeting of the Board of Directors or until his/her successor is chosen and qualified.

Section 4.03. Vacancies. In the event an office of the Corporation becomes vacant by death, resignation, retirement, disqualification or any other cause, the Board of Directors shall elect a person to fill such vacancy, and the person so elected shall hold office and serve until the next annual meeting of the Board of Directors or until his/her successor is elected and qualified, or until his/her resignation or removal.

Section 4.04. President. The President shall preside at all meetings of the Board of Directors; shall appoint the chairperson and members of all standing and temporary committees, subject to the review of the Board of Directors; shall be the chief executive officer of the Corporation; shall have and exercise general charge and supervision of the affairs of the Corporation; and shall do and perform such other duties as this Code of By-Laws provides or as may be assigned to him/her by the Board of Directors.

Section 4.05. Vice-President. The Vice-Presidents, in the order designated by the President or the Board, shall exercise and perform all powers of, and perform duties incumbent upon, the President during his/her absence or disability and shall exercise and perform such other powers and duties as this Code of By-Laws, the Board, or the President may prescribe.

Section 4.06. Secretary. The Secretary shall have the custody and care of the corporate records and the minutes book of the Corporation; shall attend all the meetings of the Board of Directors of the Corporation, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees of the Board of Directors when required; shall attend to the giving and serving of all notices of the Corporation; shall file and take care of all papers and documents belonging to the Corporation; shall authenticate records of the Corporation as necessary; shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation; shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Corporation; shall immediately deposit all funds of the Corporation coming into his/her hands in some reliable bank or other depository to be designated by the Board of Directors, and shall keep such bank account in the name of the Corporation; shall furnish at meetings of the Board of Directors, or whenever

requested, a statement of the financial condition of the Corporation; and shall perform such other duties as may be required by the Code of By-Laws or as may be prescribed by the Board of Directors or the President.

Section 4.07. Assistant Officers. The Board of Directors may from time to time designate assistant officers who shall exercise and perform such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as may be prescribed by the Code of By-Laws, the Board of Directors or the President.

Section 4.08. Removal. Any officer may be removed from office, with or without cause, by the Board of Directors.

Section 4.09. Resignations. Any officer may resign at any time by delivering notice to the Board of Directors, the President or the Secretary. A resignation is effective when the notice is effective unless the notice specifies a later effective date.

ARTICLE V

Loans to Officers and Directors

The Corporation shall not lend money to or guarantee the obligations of any officer or Director of the Corporation.

ARTICLE VI

Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December of each year.

ARTICLE VII

Prohibited Activities

Notwithstanding any other provision of this Code of By-Laws, no Director, officer, employee or agent of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization described in Section

501(c)(4) of the Internal Revenue Code of 1986, as amended, or any successor provision or provisions thereto.

ARTICLE VIII

Amendments

The power to make, alter, amend or repeal the Code of By-Laws is vested in the Board of Directors, subject to the provisions of Section 6.04 of the Articles of Incorporation of the Corporation, which power shall be exercised by affirmative vote of a majority of the Directors; provided, however, that the proposed amendment shall be included in the notice of such meeting. If notice of a proposed amendment to the Code of By-Laws is included in the notice of any meeting of the Board of Directors, it shall be in order to consider and adopt at that meeting any amendment to the Code of By-Laws dealing with the subject matter with which the proposed amendment is concerned.

Adopted on _____, 2023.

_____, Secretary

REQUEST FOR COUNCIL ACTION
TOWN MANAGER'S OFFICE



Agenda Item: Ordinance #2023-20 An Ordinance Amending Ordinance #92-18 An Ordinance to Establish a Brownsburg Police Incident Report Account and Designated Fees to be Charged Therefore.	Town Council Action Requested: First Reading 10/26/2023 Second Reading 10/26/2023 Public Hearing n/a Third & Final Reading 10/26/2023 Motion to Approve/Consider n/a
Project Name:	Presenter, Title: Aaron Kaytar, Capital Projects & Procurement Manager
Strategic Plan Link:	Comprehensive Plan Link:
Executive Summary: This will change the videotape request amount from \$5 to the State max of \$150. This will also establish a new fee of \$20 for Administrative Vehicle Release as is relates to vehicles that are towed & processed.	
Supporting Documents: See attached Ordinance #1992-18	
Staff Recommendations: We recommend approval	
Town Manager Comments:	
Department Head Approval:	Click or tap to enter a date.
Town Manager Approval: <i>Debbie Cook</i>	10/20/2023

Ordinance No. 2023-20
Brownsburg, Indiana
October 26, 2023

**AN ORDINANCE AMENDING ORDINANCE #92-18 AN ORDINANCE
TO ESTABLISH A BROWNSBURG POLICE DEPARTMENT INCIDENT
REPORT ACCOUNT AND DESIGNATED FEES TO BE CHARGED
THEREFORE**

WHEREAS, Ind. Code § 5-14-3-8(g), for providing a duplicate of a computer tape, computer disc, microfilm, law enforcement recording, or similar or analogous record system containing information owned by the public agency or entrusted to it, a public agency may charge a fee, uniform to all purchasers, that does not exceed the sum of the following:

- (1) The agency's direct cost of supplying the information in that form. However, the fee for a copy of a law enforcement recording may not exceed one hundred fifty dollars (\$150).

THEREFORE, amending Section 2, subsection 3 of Ordinance #92-18, the standard fee for video tape or copy thereof, furnished by the Police Department will be set as \$150 going forward.

AND WHEREAS, the Brownsburg Police Department will establish a fee of \$20 for an “Administrative Vehicle Release” fee, as it relates to Ind. Code § 9-22-1-8 and Ind. Code § 24-14-7-2 for vehicles that have been towed/processed and subsequently authorized for release by the Brownsburg Police Department. This fee is to be received into Fund 2228 – Law Enforcement Continuing Education Fund.

Passed by the Town Council of the Town of Brownsburg, Indiana, this _____ day of _____, 2023.

Travis Tschaenn, President
Brownsburg Town Council

ATTEST:

Ann Hathaway, Clerk-Treasurer

Brownsburg, Indiana

Ordinance No. 92-18

Aug 27, 1992

AN ORDINANCE TO ESTABLISH A BROWNSBURG
POLICE DEPARTMENT INCIDENT REPORT ACCOUNT
AND DESIGNATING FEES TO BE CHARGED THEREFOR

BE IT ORDAINED by the municipal Town of Brownsburg, Hendricks County, Indiana that there is hereby established an ordinance establishing a Brownsburg Police Department incident report account and to establish the procedures for the collection, withdrawal, and expenditures of the funds which is to read as follows:

Section 1. Fund Established.

There is hereby established an incident report account to be designated as the "Police Department Incident Report Account".

Section 2. Fees Established.

There is further hereby established fees which may be collected by the Brownsburg Police Department for certain reports, photographs, and video tapes and such fees shall be computed as follows:

1. Five dollars (\$5.00) for each initial incident report and three dollars (\$3.00) for each supplemental report furnished by the Police Department.
2. Two dollars (\$2.00) for each photograph, or copy thereof, furnished by the Police Department.
3. Fifty dollars (\$50.00) for a video tape, or copy thereof, furnished by the Police Department.

Section 3. Collection and Expenditure of Fees.

Fees collected pursuant to this ordinance shall be deposited in the General Fund.

Section 4. Effective Date.

This ordinance shall be in full force and effect immediately following the date of its adoption and approval.

The foregoing ordinance was passed by the Town Council of
Town of Brownsburg, Indiana at a regular meeting of the Town
Council held this 27th day of August, 1992.

TOWN COUNCIL OF THE
TOWN OF BROWNSBURG, INDIANA

BY:

Donald W. Newby
Donald W. Newby, President

ATTEST:

Jeanette M. Brickler
Jeanette M. Brickler
Clerk-Treasurer

REQUEST FOR COUNCIL ACTION
TOWN MANAGER'S OFFICE



Agenda Item: Ordinance #2023-21 – An Ordinance of the Town Council of the Town of Brownsburg, Indiana Amending Title V, Chapter 54, Sections 54.20, 54.21 And 54.27 of the Town of Brownsburg Code of Ordinances Relating to Water and Water Rates	Town Council Action Requested: First Reading 10/26/2023 Second Reading 11/16/2023 Public Hearing 11/16/2023 Third & Final Reading 11/16/2023 Motion to Approve/Consider
Project Name:	Presenter, Title: Shawn Pabst, Assistant Town Manager
Strategic Plan Link:	Comprehensive Plan Link:
Executive Summary: This ordinance will revise the current schedule of water rates and charges as described in the ordinance in order to fund maintenance, operation, and construction replacements and improvements of the water system for the town.	
Supporting Documents:	
Staff Recommendations: We recommend approval	
Town Manager Comments:	
Department Head Approval:	Click or tap to enter a date.
Town Manager Approval: <i>Debbie Cook</i>	10/19/2023

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
BROWNSBURG, INDIANA AMENDING TITLE V, CHAPTER 54,
SECTIONS 54.20, 54.21 AND 54.27 OF THE TOWN OF
BROWNSBURG CODE OF ORDINANCES RELATING TO WATER
AND WATER RATES**

WHEREAS, the Town of Brownsburg (the “Town”) has previously established, constructed and financed a municipal waterworks system for the purpose of providing for the treatment and distribution of water in the Town (the “System”), and has previously authorized construction improvements to the System financed by the sale of bonds of the Town;

WHEREAS, the Town desires to sell additional bonds on parity with its outstanding bonds in order to finance the cost of additional improvements to the System;

WHEREAS, it is necessary to establish a revised schedule of rates to produce sufficient revenue to pay expenses of maintenance and operation of the System, to provide funds for necessary replacements and improvements to the System, and to pay the principal and interest on outstanding bonds and such proposed bonds in accordance with the ordinance authorizing such bonds;

WHEREAS, the Town’s municipal advisor has prepared a Schedule of Current and Proposed Rates attached hereto and incorporated herein by reference as Exhibit “A”;

WHEREAS, in order to have adequate bond coverage and to undertake the necessary replacements and improvements to the System, it will be necessary to increase the water rates and charges as set forth in Exhibit “B” attached hereto and incorporated herein by reference;

WHEREAS, the Town has prior to March 31, 2012 previously adopted different rates for outside Town users compared to inside Town users and has received approval of the rate differential from the Indiana Utility Regulatory Commission;

WHEREAS, the revised schedule of rates and charges as set forth in Exhibit “B” describe the difference between rates and charges imposed on users of the waterworks for service to property located outside the Town corporate boundaries compared to property located within the Town corporate boundaries and explains such calculations;

WHEREAS, the Town will review the revised schedule of rates and charges as part of the Town’s annual budgeting process and acknowledges that any reductions to the revised schedule of rates and charges that apply to the improvements of the System described herein will need to be approved by the Indiana Finance Authority State Revolving Fund Loan Program;

WHEREAS, the Town has previously established a waterworks system and water rates, as set forth in Title V, Chapter 54, Sections 54.20, 54.21 and 54.27 of the Code of Ordinances of the Town of Brownsburg, Indiana; and

WHEREAS, the Town Council desires that Title V, Chapter 54, Sections 54.20, 54.21 and 54.27 Code of Ordinances of the Town of Brownsburg, Indiana be amended and replaced to read as set forth and further described below.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BROWNSBURG, INDIANA AS FOLLOWS:

Section I. The foregoing Recitals are fully incorporated herein by reference.

Section II. Sections 54.20, 54.21 and 54.27 of Title V, Chapter 54 of the Brownsburg Town Code are hereby amended and replaced and shall read as set forth on Exhibit “A” attached hereto and incorporated herein by reference.

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

Section IV. This Ordinance shall be in full force and effect immediately upon its passage.

Section V. This Ordinance is hereby passed by the Town Council for the Town of Brownsburg, Indiana this 16th day of November, 2023 and shall be effective following any publications required by Indiana law.

TOWN OF BROWNSBURG TOWN COUNCIL

Travis Tschaenn, President

Matt Simpson, Vice-President

Ben Lacey, Member

Mark Ticken, Member

Chris Worley, Member

Attest:

Ann Hathaway, Clerk-Treasurer

Exhibit "A"

SCHEDULE OF CURRENT AND PROPOSED RATES

Schedule of Current and Proposed Rates

Line No.		Current Rate	Increase	Proposed Rate
1	Metered Rate per 1,000 Gallons			
2	First 5,000 Gallons	\$ 4.49	\$ 0.51	\$ 5.00
3	Next 10,000 Gallons	4.15	0.47	4.62
4	Next 15,000 Gallons	3.11	0.35	3.46
5	Over 30,000 Gallons	2.51	0.29	2.80
6				
7				
8				
9	Minimum User Charge Per Month	Current		Proposed
10	<u>Meter Size</u> <u>Total Gallons</u>	<u>Rate</u>	<u>Increase</u>	<u>Rate</u>
11	5/8 Inch Meter 2,000	\$ 8.97	\$ 1.03	\$ 10.00
12	3/4 Inch Meter 3,000	13.46	1.54	15.00
13	1 inch meter 5,000	22.43	2.57	25.00
14	1 1/4 Inch Meter 8,000	34.89	3.97	38.86
15	1 1/2 Inch Meter 10,000	43.19	4.91	50.00
16	2 Inch meter 16,000	67.05	7.61	74.66
17	3 Inch meter 30,000	110.53	12.57	123.10
18	4 Inch meter 50,000	160.67	18.43	179.10
19	6 Inch meter 100,000	286.03	33.07	319.10
20	8 Inch Meter 160,000	436.45	50.65	487.10
21				
22	Customers Located Outside of Town Limits (Surcharge)			
23				
24		Current		Proposed
25	<u>Meter Size</u>	<u>Charge</u>	<u>Increase</u>	<u>Charge</u>
26	5/8 Inch Meter	\$ 3.55	\$ 0.40	\$ 3.95
27	3/4 Inch Meter	5.35	0.61	5.96
28	1 inch meter	8.90	1.01	9.91
29	1 1/4 Inch Meter	14.20	1.62	15.82
30	1 1/2 Inch Meter	17.75	2.02	19.77
31	2 Inch meter	28.40	3.23	31.63
32	3 Inch meter	53.30	6.07	59.37
33	4 Inch meter	88.80	10.11	98.91
34	6 Inch meter	177.60	20.21	197.81
35	8 Inch Meter	284.20	32.34	316.54

Exhibit "B"
NEW TITLE V, CHAPTER 54, SECTIONS 54.20, 54.21 AND 54.27

§ 54.20 METERED RATES PER MONTH.

(A) For use of and services rendered by the waterworks system of the Municipal Water Utility based on the use of water supplied by the waterworks system, the following rates shall apply:

Monthly Metered Flow Rate	Rate per 1,000 gallons
First 5,000 gallons	\$5.00
Next 10,000 gallons	\$4.62
Next 15,000 gallons	\$3.46
Over 30,000 gallons	\$2.80

(B) Annual COLA increase. Subject to annual review by the Town Council, on January 1, 2022 and on January 1 of each year, beginning in 2023, a 1.5% cost of living adjustment ("COLA") shall be added to the previous year's rates and charges for all customers. This 1.5% increase shall occur automatically each year, subject to the Town Council's annual review in July of each year, unless and until such time that the Town Council amends or adjusts the percentage increase for the next calendar year or otherwise amends this division, which may include but not be limited to an additional annual increase as determined by the Town Council.

§ 54.21 MINIMUM CHARGE.

(A) Notwithstanding an actual use of water which would result in a lesser charge under the rates set forth in § 54.20, each user shall pay a minimum use charge in accordance with the following applicable size of meter installed, which minimum charge is based on the gallon equivalent indicated:

Monthly Minimum Charge	Gallons Allowed	Rate
5/8 inch meter	2,000	\$10.00
3/4 inch meter	3,000	\$15.00
1 inch meter	5,000	\$25.00
1 1/4 inch meter	8,000	\$38.86
1 1/2 inch meter	10,000	\$50.00
2 inch meter	16,000	\$74.66
3 inch meter	30,000	\$123.10
4 inch meter	50,000	\$179.10
6 inch meter	100,000	\$319.10
8 inch meter	160,000	\$487.10

(B) Annual COLA increase. Subject to annual review by the Town Council, on January 1, 2022 and on January 1 of each year, beginning in 2023, a 1.5% cost of living adjustment ("COLA") shall be added to the previous year's rates and charges for all customers. This 1.5% increase shall

occur automatically each year, subject to the Town Council's annual review in July of each year, unless and until such time that the Town Council amends or adjusts the percentage increase for the next calendar year or otherwise amends this division, which may include but not be limited to an additional annual increase as determined by the Town Council.

§ 53.27 CUSTOMERS LOCATED OUTSIDE OF TOWN LIMITS.

(A) Users located outside of the corporate limits of the Town shall be subject to an additional surcharge as set forth below.

Meter Size	Charge
5/8 inch meter	\$3.95
3/4 inch meter	\$5.96
1 inch meter	\$9.91
1 1/4 inch meter	\$15.82
1 1/2 inch meter	\$19.77
2 inch meter	\$31.63
3 inch meter	\$59.37
4 inch meter	\$98.91
6 inch meter	\$197.81
8 inch meter	\$316.54

(B) Annual COLA increase. Subject to annual review by the Town Council, on January 1, 2022 and on January 1 of each year, beginning in 2023, a 1.5% cost of living adjustment ("COLA") shall be added to the previous year's rates and charges for all customers. This 1.5% increase shall occur automatically each year, subject to the Town Council's annual review in July of each year, unless and until such time that the Town Council amends or adjusts the percentage increase for the next calendar year or otherwise amends this division, which may include but not be limited to an additional annual increase as determined by the Town Council.

REQUEST FOR COUNCIL ACTION
TOWN MANAGER'S OFFICE



Agenda Item: Resolution 2023-27 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BROWNSBURG, HENDRICKS COUNTY, INDIANA APPROVING ADDITIONAL APPROPRIATIONS	Town Council Action Requested: First Reading / Second Reading / Public Hearing / Third & Final Reading / Motion to Approve/Consider 10/26/2026
Project Name:	Presenter, Title: Ann Hathaway
Strategic Plan Link:	Comprehensive Plan Link:
Executive Summary: This resolution will approve additional appropriations to the budget for several of the town's funds as described in Exhibit A of the Resolution including the CCIF fund, the CCD fund, and the LIT funds for Police and Fire.	
Supporting Documents:	
Staff Recommendations: We recommend approval	
Town Manager Comments:	
Department Head Approval:	Click or tap to enter a date.
Town Manager Approval: <i>Debbie Cook</i>	10/20/2023

Resolution #2023-27
Brownsburg, Indiana
October 26, 2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BROWNSBURG,
HENDRICKS COUNTY, INDIANA APPROVING ADDITIONAL APPROPRIATIONS**

The Town Council (the “Council”) of the Town of Brownsburg, Hendricks County, Indiana (the “Town”) met at a duly called and authorized meeting of the Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place and purpose of the meeting received by all members of the Council, and the following resolution were made, seconded and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Council.

WHEREAS, the Town determined that additional appropriations to several of the Town’s Funds were necessary for the purposes set forth and described on the Notice to Taxpayers of Additional Appropriations, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (the “Notice”);

WHEREAS, the Notice setting forth the public hearing date and time of October 26, 2023 at 7:00 p.m., was properly published in accordance with the provisions of Indiana law; and

WHEREAS, the Council has determined that it is now necessary to appropriate the money for the Funds as set forth and described in the Notice.

NOW, THEREFORE, BE IT RESOLVED, that the Council hereby approves the additional appropriations as set forth and further described in the Notice.

PASSED by the Town Council of the Town of Brownsburg, Indiana, this 26th day of October, 2023

BROWNSBURG TOWN COUNCIL

Travis Tschaenn, President

ATTEST

Ann Hathaway, Clerk-Treasurer

EXHIBIT “A”

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

Notice is hereby given to the taxpayers of Town of Brownsburg, Hendricks County, Indiana (the “Town”) that the proper legal officers will consider the following additional appropriation in excess of the budget for the current year in the Council Chambers at Town Hall, 61 North Green Street, Brownsburg, Indiana 46112 on Thursday, October 26, 2023 at 7:00 p.m.

Fund Name:	CCIF – 4401.001.450	150,285.00
	CCD – 4402.001.444	47,000.00

Purpose: To re-appropriate for vehicles that were ordered in 2021 which cannot be delivered by the vendor. Encumbrances cancelled from 2021.

Fund Name:	2240 PUBLIC SAFETY LIT-POLICE	259,600.00
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Purpose: To pay for POLICE In-Car Body Camera Contract (\$210,000) and Angel Body Armor (\$49,600) – 2240.206.442

Fund Name:	2240 PUBLIC SAFETY LIT-FIRE	275,000.00
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Purpose: To pay for FIRE Gear and Boots – 2240.207.296

Overall Total Amount:

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriation as finally made will be referred to the Department of Local Government Finance (“DLGF”). The DLGF will make a determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of the electronic submission of the action taken.

Date: October 26, 2023

Ann Hathaway, Clerk-Treasurer
Town of Brownsburg

Publication Instructions: *Publish one (1) time in the Hendricks County Republican and Indianapolis Star by or before Friday, October 13, 2023.*



MEMORANDUM

Department of Development Services

Date: 10/19/2023

To: Deb Cook, Town Manager

From: Jodi Dickey, Director

Subject: Southeast corner CR 625 and Northfield Drive Rezone to MS

Thank you for the opportunity to present a new project to you this evening. This is an Informational item only and no action is expected or required of council this evening.

In keeping with a policy of introducing rezone proposals to Town Council prior to the public hearing at the Advisory Plan Commission, staff would like to present this rezoning proposal.

The subject property is located at the southeast corner of N CR 625 E and West Northfield Drive. The overall property is approximately 11 acres and is currently zoned C2 (high intensity general commercial).

The applicant is proposing to zone the property MS (Motor Sports) to construct a new building to accommodate a new racing team (JCM Racing). The building will house team operations and expects to have around 45 employees.

The concept plan submitted with the application shows a single 45,000 square feet building with entrances on both Northfield Drive and CR 625.

The MS District would allow a variety of commercial and industrial uses, including low intensity retail, automobile oriented businesses, motor sports teams, research center, and flex space. A complete list is attached to this memo.

The site itself is currently vacant. In 2022 the property was rezoned to C2 (Ord 2022-23). That rezone was to establish a single zoning district on the parcel, where two (C2 and EC) were initially assigned. Councilors felt C2 was a good use and liked the proposed concept plan.

The proposal was heard by the Technical Advisory Committee on October 19, 2023. Development Services offered general comments on the rezone process. Staff noted specifically that site access would need careful consideration, as well as comments on landscaping, architecture, and drainage. Water and wastewater noted existing mains and a legal drain near the property.

The petitioner's representative is present to answer any questions and receive feedback.

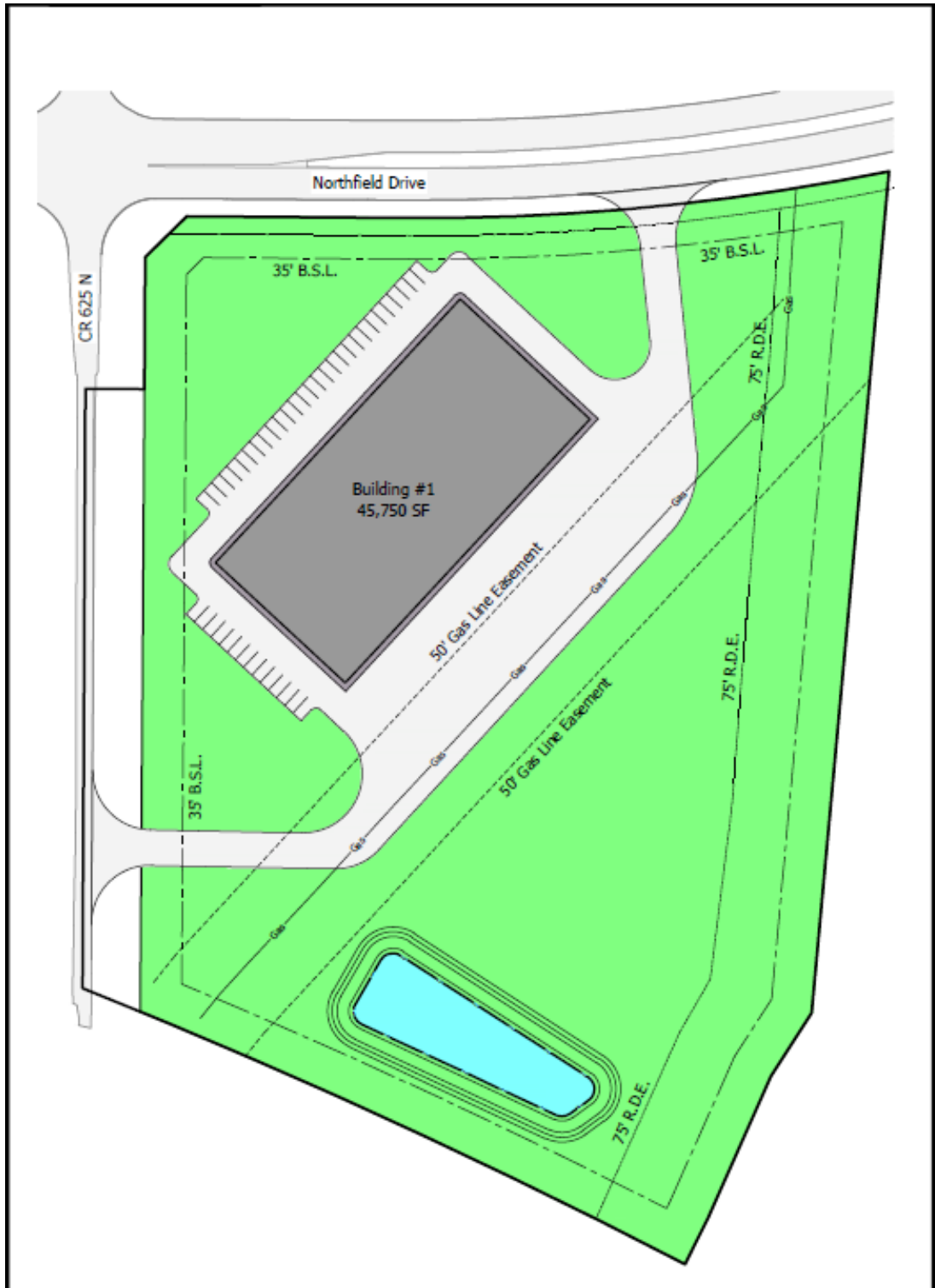
Proposed N CR 625 E Rezone

Location map



Proposed N CR 625 E Rezone

Concept plan



MS District Permitted Uses

Article
2

Motor Sports (MS) District

2.41 Motor Sports (MS) District Intent, Permitted Uses, and Special Exception Uses

District Intent	Permitted Uses	Special Exception Uses
<p>The MS (Motor Sports) District is intended to be used as follows:</p> <p>Use, Type, and Intensity</p> <ul style="list-style-type: none">• Low to moderate intensity operations related to motor sports• Stand alone buildings or multiple primary structures <p>Application of District</p> <ul style="list-style-type: none">• Existing and new development• Lot-specific zoning• Small area zoning <p>Appropriate Adjacent Districts</p> <ul style="list-style-type: none">• PR, AG, IS, HC, EC, I1, and MS	<p>Accessory Permitted Uses</p> <ul style="list-style-type: none">• wind turbine system, small <p>Commercial Permitted Uses</p> <ul style="list-style-type: none">• automobile oriented business (type 3)• design services• recreation center (indoor)• repair shop, equipment• retail (type 1) very low intensity• retail (type 2) low intensity• trade or business school <p>Industrial Permitted Uses</p> <ul style="list-style-type: none">• assembly• coatings and finishes• distribution facility• fleet vehicle storage• flex space• manufacturing, light• motor sports team• outdoor storage• research center, general• tool and die shop• warehouse• welding service <p>Institutional Permitted Uses</p> <ul style="list-style-type: none">• museum <p>Residential Permitted Uses</p> <ul style="list-style-type: none">• dwelling, accessory	<p>Accessory Special Exception Uses</p> <ul style="list-style-type: none">• wind turbine system, large <p>Commercial Special Exception Uses</p> <ul style="list-style-type: none">• recreation center (outdoor)• restaurant <p>Industrial Special Exception Uses</p> <ul style="list-style-type: none">• fuel dealer• heavy equipment repair• heliport, private