

**MINUTES OF THE CITY-COUNTY COUNCIL
AND
SPECIAL SERVICE DISTRICT COUNCILS
OF
INDIANAPOLIS, MARION COUNTY, INDIANA**

**REGULAR MEETINGS
MONDAY, MAY 9, 1994**

The City-County Council of Indianapolis, Marion County, Indiana and the Indianapolis Police Special Service District Council, Indianapolis Fire Special Service District Council and Indianapolis Solid Waste Collection Special Service District Council convened in regular concurrent sessions in the Council Chamber of the City-County Building at 7:05 p.m. on Monday, May 9, 1994, with Councillor SerVaas presiding.

Councillor McClamroch led the opening prayer and invited all present to join him in the Pledge of Allegiance to the Flag.

ROLL CALL

The President instructed the Clerk to take the roll call and requested members to register their presence on the voting machine. The roll call was as follows:

29 PRESENT: Beadling, Black, Borst, Boyd, Brents, Coughenour, Curry, Dowden, Franklin, Giffin, Gilmer, Golc, Gray, Hinkle, Jimison, Jones, McClamroch, Moriarty Adams, Mullin, O'Dell, Rhodes, Ruhmkorff, Schneider, SerVaas, Shambaugh, Short, Smith, West, Williams

A quorum of twenty-nine members being present, the President called the meeting to order.

INTRODUCTION OF GUESTS AND VISITORS

Councillor Beadling introduced Tony and Greg Porter, out-of-town visitors.

OFFICIAL COMMUNICATIONS

The President called for the reading of Official Communications. The Clerk read the following:

TO ALL MEMBERS OF THE CITY-COUNTY COUNCIL AND POLICE, FIRE AND SOLID WASTE COLLECTION
SPECIAL SERVICE DISTRICT COUNCILS OF THE CITY OF INDIANAPOLIS AND MARION COUNTY,
INDIANA.

Journal of the City-County Council

Ladies and Gentlemen:

You are hereby notified that REGULAR MEETINGS of the City-County Council and Police, Fire and Solid Waste Collection Special Service District Councils will be held in the City-County Building, in the Council Chambers, on Monday, May 9, 1994, at 7:00 p.m., the purpose of such MEETINGS being to conduct any and all business that may properly come before regular meetings of the Councils.

Respectfully,
s/Beurt SerVaas
President, City-County Council

April 26, 1994

TO THE HONORABLE PRESIDENT AND MEMBERS OF THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA.

Ladies and Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published in The Indianapolis NEWS and The Indianapolis COMMERCIAL on Thursday, April 28, 1994, a copy of NOTICE TO TAXPAYERS of a Public Hearing on Proposal Nos. 237, 242, 243, 244 and 245, 1994, to be held on Monday, May 9, 1994, at 7:00 p.m., in the City-County Building.

Respectfully,
s/Suellen Hart
Assistant Clerk of the City-County Council

April 27, 1994

TO THE HONORABLE PRESIDENT AND MEMBERS OF THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA:

Ladies and Gentlemen:

I have this day approved with my signature and delivered to the Acting Clerk of the City-County Council, Robert G. Elrod, the following ordinances and resolutions:

FISCAL ORDINANCE NO. 13, 1994 - appropriating \$190,000 for the Department of Parks and Recreation, Natural Resources Division, to cover the charges to repair roofs on thirteen buildings at several park locations

FISCAL ORDINANCE NO. 14, 1994 - appropriating \$1,587,374 for the Department of Public Safety, Police Division, to complete its capital projects

FISCAL ORDINANCE NO. 15, 1994 - approving reductions in proposed expenditures since the adoption of the 1994 City-County Annual Budget for the Department of Public Works, Wastewater Management Division, in the amount of \$1,092,579

FISCAL ORDINANCE NO. 16, 1994 - transferring and appropriating \$109,541 for the Department of Public Works (DPW), Wastewater Management Division, to cover certain administrative staff positions, supplies and contractual services from DPW, Maintenance Operations Division

FISCAL ORDINANCE NO. 17, 1994 - appropriating \$192,932 for the Department of Public Works, Maintenance Operations Division, to cover sewer maintenance supplies budgeted in 1993 but not utilized due to year-end closing

FISCAL ORDINANCE NO. 18, 1994 - appropriating \$53,792 for the Department of Public Works, Maintenance Operations Division, to reflect funds not transferred to the Opportunity Fund during the 1994 budget hearing process

FISCAL ORDINANCE NO. 19, 1994 - appropriating \$1,000 for the Department of Public Works, Maintenance Operations Division, to restore a portion of Opportunity Fund during 1994 budget hearing process

FISCAL ORDINANCE NO. 20, 1994 - appropriating \$79,950 for the Department of Public Works, Maintenance Operations Division, to reflect funds not transferred to the Opportunity Fund during 1994 budget hearing process

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FISCAL ORDINANCE NO. 21, 1994 - transferring and appropriating \$40,000 for the Department of Public Works, Environmental Resources Management Division, to pay its portion of administrative overhead

FISCAL ORDINANCE NO. 22, 1994 - transferring and appropriating \$92,075 for the Department of Public Works, Environmental Resources Management Division, to provide for additional contractual support for environmental sampling and effluent monitoring

FISCAL ORDINANCE NO. 23, 1994 - transferring and appropriating \$4,277,471 for the Department of Public Works, Wastewater Management Division, and reducing appropriations by \$14,443,571 for that division to reflect in its budget the White River Environmental Partnership contract management of the Wastewater Treatment plants

FISCAL ORDINANCE NO. 24, 1994 - approving reductions in proposed expenditures since the adoption of the 1994 City-County Annual Budget for the Department of Public Works, Solid Waste Management Division, in the amount of \$1,555,000

FISCAL ORDINANCE NO. 25, 1994 - approving reductions in proposed expenditures since the adoption of the 1994 City-County Annual Budget for the Department of Public Works, Solid Waste Management Division, in the amount of \$1,136,055

FISCAL ORDINANCE NO. 26, 1994 - transferring and appropriating \$200,000 for the Department of Capital Asset Management, Asset Management Division, to provide for greater contractual sewer maintenance

FISCAL ORDINANCE NO. 27, 1994 - appropriating \$7,000,000 for the Department of Capital Asset Management, Asset Management Division, to provide for capital improvements to Advanced Wastewater Treatment plants and for sewer and drainage improvements to support the Capital Improvement Program

FISCAL ORDINANCE NO. 28, 1994 - appropriating \$1,092,579 for the Department of Capital Asset Management, Asset Management Division, to reflect in its budget the Sewer Wastewater Management Facilities Engineering operating budget and \$250,000 for emergency sewer repair

FISCAL ORDINANCE NO. 29, 1994 - approving reductions in proposed expenditures from the Flood Control General Fund for the Department of Capital Asset Management, Asset Management Division, in the amount of \$1,000

FISCAL ORDINANCE NO. 30, 1994 - approving reductions in proposed expenditures from the Transportation General Fund for the Department of Capital Asset Management, Asset Management Division, in the amount of \$53,792

FISCAL ORDINANCE NO. 31, 1994 - approving reductions in proposed expenditures from the Sanitation General Fund for the Department of Capital Asset Management, Asset Management Division, in the amount of \$79,950

FISCAL ORDINANCE NO. 32, 1994 - appropriating \$1,555,000 for the Department of Capital Asset Management, Asset Management Division, to establish a lagoon cleaning project

SPECIAL RESOLUTION NO. 28, 1994 - recognizing Southport High School's 100th Anniversary

SPECIAL RESOLUTION NO. 29, 1994 - recognizing IPS science teacher Kevin C. Koers

SPECIAL RESOLUTION NO. 30, 1994 - recognizing Harvey Knox, the "Mayor of Stringtown"

SPECIAL RESOLUTION NO. 31, 1994 - recognizing television reporter Barbara Boyd

SPECIAL RESOLUTION NO. 32, 1994 - recognizing television news anchor Howard Caldwell

SPECIAL RESOLUTION NO. 33, 1994 - concerning federal anti-crime legislation

SPECIAL RESOLUTION NO. 34, 1994 - approving the disbursement of \$60,000 of the Community Development Block Grant funds

SPECIAL ORDINANCE NO. 6, 1994 - authorizing one or more series of economic development revenue bonds in a total aggregate principal amount not to exceed \$1,465,000 for Enterprise Housing - Brookside, Inc. located at 1840 Perkins Avenue (District 21)

Respectfully,
s/Stephen Goldsmith, Mayor

ADOPTION OF THE AGENDA

The President proposed the adoption of the agenda as distributed. Without objection, the agenda was adopted.

APPROVAL OF JOURNALS

President SerVaas called for additions or corrections to the Journal of April 25, 1994. There being no additions or corrections, the minutes were approved as distributed.

PRESENTATION OF PETITIONS, MEMORIALS, SPECIAL RESOLUTIONS AND COUNCIL RESOLUTIONS

PROPOSAL NO. 285, 1994. This proposal, sponsored by Councillor Gray, recognizes the 1994 Police and Fire Sports Festival in Indianapolis. Councillor Williams read the resolution and presented a copy of the document to Dan Overley, Indianapolis Police Department (IPD), who expressed appreciation for the recognition. Also present were Wendy Snitko, Ronald Humbert and Thomas Black from IPD; James Nash from Marion County Sheriff's Department; and Tom Hanfy from the Indianapolis Fire Department. Councillor Gray moved, seconded by Councillor Williams, for adoption. Proposal No. 285, 1994 was adopted by unanimous voice vote.

Proposal No. 285, 1994 was retitled SPECIAL RESOLUTION NO. 35, 1994 and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 35, 1994

A SPECIAL RESOLUTION recognizing the 1994 Police & Fire Sports Festival in Indianapolis.

WHEREAS, during June 22-26, 1994, the Indianapolis city police and fire departments and the Marion County Sheriff's Department, in cooperation with FOP Lodge 86 and Firefighter's Union Local 416, will host the Regional Police & Fire Sports Festival; and

WHEREAS, the athletic competition--exclusively for full-time public career firefighters, police officers and their retirees--will see contestants vie for gold, silver and bronze medallions in basketball, benchpress, bodybuilding, bowling, cross country, cycling, equestrian, golf, muster, pistol, softball, tennis, volleyball and wrestling; and

WHEREAS, the Games will open with a March of Athletes at Kuntz Soccer Center, and end with a closing mixer featuring grilled ribs at the White River Park Canal; and

WHEREAS, the local police and firefighters are looking forward to showing their peers why Indianapolis is THE PLACE for sports, and to place the city in the limelight in its bid to host the 1999 World Police and Fire Games; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council recognizes and welcomes all participating athletes, spouses, judges, sponsors, volunteers and hosts to the 1994 Police and Fire Sports Festival.

SECTION 2. The Council gives a special commendation to all those local residents who have helped plan and coordinate the Festival.

SECTION 3. The Mayor is invited to join in this resolution by affixing his signature hereto.

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SECTION 4. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 286, 1994. This proposal, sponsored by Councillor McClamroch, recognizes Astronaut Dr. David A. Wolf. Councillor McClamroch read the resolution and presented a copy of the document to Dr. Wolf's mother. Greg Silvers, friend of the Wolf family, expressed appreciation for the recognition. Councillor McClamroch moved, seconded by Councillor Curry, for adoption. Proposal No. 286, 1994 was adopted by unanimous voice vote.

Proposal No. 286, 1994 was retitled SPECIAL RESOLUTION NO. 36, 1994 and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 36, 1994

A SPECIAL RESOLUTION recognizing Astronaut Dr. David A. Wolf.

WHEREAS, Dr. David A. Wolf is the first person from Indianapolis to fly in space; and

WHEREAS, Dr. Wolf is a 1974 graduate of Washington Township's North Central High School, and a graduate of Purdue University and Indiana University School of Medicine, after which he did his medical internship at Indianapolis' Methodist Hospital; and

WHEREAS, Dr. Wolf qualified as a National Aeronautics and Space Administration (NASA) astronaut in 1991, and on October 18, 1993, boarded Space Shuttle Columbia for its 225 orbits around the Earth in a record setting fourteen day duration; and

WHEREAS, during this ride-of-a-lifetime, the crew performed 16 engineering tests and 20 extended duration medical experiments; and

WHEREAS, Dr. Wolf's skill and courage reflect the highest credit upon himself and upon his home community; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council, representing the people of this city, does hereby recognize the achievements of Astronaut David A. Wolf who is the first Indianapolis native to fly in space.

SECTION 2. The Council hereby congratulates Dr. Wolf for his achievements and thanks him for the positive image he displays for this city.

SECTION 3. The Mayor is invited to join in this resolution by affixing his signature hereto.

SECTION 4. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 287, 1994. This proposal, sponsored by Councillor Coughenour, concerns the former Tennessee Street. Councillor Coughenour read the resolution and presented a copy of the document to Dixie Webb Dittfurth, representing Tennessee's Governor Ned McWherter, who expressed appreciation for the resolution. Also present from the Indiana-Tennessee Civil War Memorial Commission were William H. Hendley, Chairman, Harry and Norma Johnson, Elizabeth and Bruce LeMond, and Ivan D. Lancaster. Councillor Coughenour moved, seconded by Councillor Beadling, for adoption. Proposal No. 287, 1994 was adopted by unanimous voice vote.

Proposal No. 287, 1994 was retitled SPECIAL RESOLUTION NO. 37, 1994 and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 37, 1994

A SPECIAL RESOLUTION concerning the former Tennessee Street.

WHEREAS, Tennessee Street was originally laid out in the Indianapolis town plat of 1821, and was renamed Capitol Avenue by the city common council in 1894; and

WHEREAS, May 30, 1994, marks the centennial of the renaming of Tennessee Street and the beginning of preparations by the Indiana-Tennessee Civil War Memorial Commission to commemorate the bicentennial of the State of Tennessee in 1996; and

WHEREAS, there are strong historical ties between Indiana and Tennessee including a wave of migration to Indiana during the Hoosier State's pioneer days, and special tributes by Tennessee citizens to Hoosier Col. Richard Owen for his humanitarian treatment of Civil War Confederate prisoners at Camp Morton in Indianapolis; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council asks that appropriate historical signage be placed along Capitol Avenue in the vicinity of the Indiana State Capitol Building noting that this important roadway was formerly named Tennessee Street, and that such signage be erected for dedication by June 1, 1996.

SECTION 2. The Council extends its best wishes to those organizers and participants who during the next two years will be commemorating the many historical ties between Indiana and Tennessee.

SECTION 3. The Mayor is invited to join in this resolution by affixing his signature hereto.

SECTION 4. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 265, 1994. The proposal, sponsored by Councillor McClamroch, appoints Suellen Hart as Clerk of the Council. Councillor McClamroch stated that Mrs. Hart is extremely qualified for the position, and by a 5-0 vote, the Rules and Public Policy Committee reported the proposal to the Council with the recommendation that it do pass. Councillor McClamroch moved, seconded by Councillor Boyd, for adoption.

Councillor Jimison voiced her approval of the appointment and stated that Mrs. Hart has always demonstrated her concern for all the Councillors. Proposal No. 265, 1994 was adopted by a unanimous voice vote.

Proposal No. 265, 1994 was retitled COUNCIL RESOLUTION NO. 65, 1994 and reads as follows:

CITY-COUNTY COUNCIL RESOLUTION NO. 65, 1994

A COUNCIL RESOLUTION appointing Suellen Hart as Clerk of the Council.

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. Suellen Hart is hereby appointed Clerk of the Council for a term ending the first regular Council meeting in 1995 and until her successor is appointed and qualifies.

SECTION 2. This resolution shall be in effect from and after adoption.

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INTRODUCTION OF PROPOSALS

PROPOSAL NO. 275, 1994. Introduced by Councillor Rhodes. The Clerk read the proposal entitled: "A Proposal for a SPECIAL RESOLUTION approving a public purpose grant in the amount of \$65,000 to Indiana University for the purpose of financing educational access cable television programming for Marion County"; and the President referred it to the Administration and Finance Committee.

PROPOSAL NO. 276, 1994. Introduced by Councillor Rhodes. The Clerk read the proposal entitled: "A Proposal for FISCAL ORDINANCE appropriating \$318,100 for the County Coroner to cover the following costs through the end of the year: (1) salary of one full-time autopsy assistant, (2) contractual agreements for three pathologists, six investigative deputy coroners and one part-time autopsy assistant, and (3) tuition and instruction"; and the President referred it to the Administration and Finance Committee.

PROPOSAL NO. 277, 1994. Introduced by Councillor McClamroch. The Clerk read the proposal entitled: "A Proposal for a GENERAL ORDINANCE amending the Revised Code concerning the Marion County Information Services Board"; and the President referred it to the Administration and Finance Committee.

[Clerk's Note: Proposal No. 278, 1994 was withdrawn.]

PROPOSAL NO. 279, 1994. Introduced by Councillor West. The Clerk read the proposal entitled: "A Proposal for a SPECIAL RESOLUTION approving the Public Housing Division's plan to replace 81 units of public housing"; and the President referred it to the Metropolitan Development Committee.

PROPOSAL NO. 280, 1994. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for FISCAL ORDINANCE appropriating \$73,650 for the Superior Court, Criminal Division, Probation Department, to utilize a federal grant to computerize the department"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 281, 1994. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for FISCAL ORDINANCE appropriating \$24,550 for the Superior Court, Criminal Division, Probation Department, to provide the 25% matching funds necessary for the federal grant awarded to the department to be used solely for computerization"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 282, 1994. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for FISCAL ORDINANCE appropriating \$114,000 for the County Auditor to cover costs associated with preparing the Marion County Hazardous Materials Response Plan and providing the community with the Right-to-Know information"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 283, 1994. Introduced by Councillors Giffin, Golc and Short. The Clerk read the proposal entitled: "A Proposal for a GENERAL ORDINANCE amending the Code by authorizing a change in speed limits for segments of Raymond Street and Airport

Expressway (Districts 17, 19, 21)"; and the President referred it to the Capital Asset Management Committee.

PROPOSAL NO. 284, 1994. Introduced by Councillor Williams. The Clerk read the proposal entitled: "A Proposal for a GENERAL ORDINANCE amending the Code by deleting one-way traffic flow on Pennsylvania Street between 30th Street and 28th Street; removing traffic signals at Pennsylvania Street and 30th Street and Pennsylvania Street and 29th Street; and authorizing no parking on the east side of Pennsylvania Street from 28th Street to 29th Street (District 22)"; and the President referred it to the Capital Asset Management Committee.

PROPOSAL NO. 296, 1994. Introduced by Councillor McClamroch. The Clerk read the proposal entitled: "A Proposal for a COUNCIL RESOLUTION appointing John A. Borgerding as Chief Financial Officer to the Council"; and the President referred it to the Rules and Public Policy Committee.

SPECIAL ORDERS - PRIORITY BUSINESS

PROPOSAL NOS. 288-295, 1994. Introduced by Councillor West. The Clerk read the proposals entitled: "REZONING ORDINANCES certified by the Metropolitan Development Commission on May 6, 1994." The Council did not schedule Proposal Nos. 288-295, 1994 for hearing pursuant to IC 36-7-4-608. Proposal Nos. 288-295, 1994 were retitled REZONING ORDINANCE NOS. 52-59, 1994 and are identified as follows:

REZONING ORDINANCE NO. 52, 1994. 94-Z-43 (Amended) LAWRENCE TOWNSHIP.
COUNCILMANIC DISTRICT #5.

11875 PENDLETON PIKE (approximate address), INDIANAPOLIS.

ACMG, INC., by Edward Williams, requests the rezoning of 5.32 acres, being in the C-3 and D-A Districts, to the C-3 classification to provide for commercial development.

REZONING ORDINANCE NO. 53, 1994. 94-Z-52 WAYNE TOWNSHIP.
COUNCILMANIC DISTRICT #16.

1626 KESSLER BOULEVARD NORTH DRIVE (approximate address), INDIANAPOLIS.

16TH AND KESSLER ASSOCIATES, by Thomas R. Neal, requests the rezoning of 0.585 acre, being in the C-1 District, to the D-5 classification to provide for the construction of a two-family dwelling.

REZONING ORDINANCE NO. 54, 1994. 94-Z-54 WASHINGTON TOWNSHIP.
COUNCILMANIC DISTRICT #7.

599 WEST WESTFIELD BOULEVARD (approximate address), INDIANAPOLIS.

MICHAEL and AGNETA NASCH, by Joseph M. Scimia, request the rezoning of 1.23 acres, being in the C-1 and D-5 Districts, to the D-8 classification to conform zoning to the existing multi-family residential development.

REZONING ORDINANCE NO. 55, 1994. 94-Z-61 (Amended) LAWRENCE TOWNSHIP.
COUNCILMANIC DISTRICT #5.

7902 NORTH COUNTY LINE ROAD (approximate address), INDIANAPOLIS.

THOMPSON LAND COMPANY, INC., by Thomas Michael Quinn, requests the rezoning of 80 acres, being in the D-A District, to the D-4 classification to provide for residential development.

REZONING ORDINANCE NO. 56, 1994. 94-Z-62 PERRY TOWNSHIP.
COUNCILMANIC DISTRICT #25.

7982 SOUTH MERIDIAN STREET (approximate address), INDIANAPOLIS.

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METROPOLITAN SCHOOL DISTRICT OF PERRY TOWNSHIP, by Louis H. Borgmann, requests the rezoning of 2.14 acres, being in the D-4 District, to the SU-2 classification to provide for athletic fields for an existing middle school.

REZONING ORDINANCE NO. 57, 1994. 94-Z-63 PERRY TOWNSHIP.
COUNCILMANIC DISTRICT #24.

5817 SOUTH KEYSTONE AVENUE (approximate address), INDIANAPOLIS.

METROPOLITAN SCHOOL DISTRICT OF PERRY TOWNSHIP, by Louis H. Borgmann, requests the rezoning of 2.70 acres, being in the D-A District, to the SU-2 classification to provide for school's use, associated with an adjacent middle school.

REZONING ORDINANCE NO. 58, 1994. 94-Z-64 DECATUR TOWNSHIP.
COUNCILMANIC DISTRICT #19.

6450 WEST HANNA AVENUE (approximate address), INDIANAPOLIS.

DOGLOO, INC., by Joseph M. Scimia, requests the rezoning of 2.3 acres, being in the I-2-S District, to the I-3-S classification to provide for expansion of an existing industrial building.

REZONING ORDINANCE NO. 59, 1994. 94-Z-69 PERRY TOWNSHIP.
COUNCILMANIC DISTRICT #24.

4402 9TH AVENUE (approximate address), CITY OF BEECH GROVE.

FOUNDERS DEVELOPMENT CORPORATION, by Joseph M. Scimia, requests the rezoning of 21.872 acres, being in the D-P District, to the D-3 classification to provide for a single-family residential development.

SPECIAL ORDERS - PUBLIC HEARING

PROPOSAL NO. 26, 1994. The proposal, sponsored by Councillor Franklin, appropriates \$8,413 for the Superior Court, Criminal Division, Room Five, to fund an additional clerk's position. Councillor Dowden asked for consent to postpone Proposal No. 26, 1994 until June 27, 1994. Consent was given.

PROPOSAL NO. 237, 1994. Councillor Rhodes stated that he was not present at the May 2nd Administration and Finance Committee meeting and that Councillor Coughenour chaired the meeting. Councillor Coughenour reported that the Administration and Finance Committee heard Proposal No. 237, 1994 on May 2, 1994. The proposal appropriates \$137,209 for the Information Services Agency to consolidate City-County government data circuit management under its administration. By a 4-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass.

The President called for public testimony at 7:37 p.m. There being no one present to testify, Councillor Coughenour moved, seconded by Councillor Black, for adoption. Proposal No. 237, 1994 was adopted on the following roll call vote; viz:

25 YEAS: Beadling, Black, Borst, Boyd, Brents, Coughenour, Curry, Dowden, Giffin, Gilmer, Golc, Hinkle, Jimison, Jones, McClamroch, Moriarty Adams, Mullin, O'Dell, Rhodes, Ruhmkorff, Schneider, SerVaas, Shambaugh, Smith, West

0 NAYS:

4 NOT VOTING: Franklin, Gray, Short, Williams

Proposal No. 237, 1994 was retitled FISCAL ORDINANCE NO. 34, 1994 and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 34, 1994

A FISCAL ORDINANCE amending the City-County Annual Budget for 1994 (City-County Fiscal Ordinance No. 70, 1993) appropriating an additional One Hundred Thirty-seven Thousand Two Hundred Nine Dollars

(\$137,209) in the County General Fund for purposes of the Information Services Agency and reducing the unappropriated and unencumbered balance in the County General Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02 (k) of the City-County Annual Budget for 1994, be and is hereby amended by the increases and reductions hereinafter stated for purposes of the Information Services Agency to consolidate City-County government data circuit management under its administration, to be financed by charges to the affected agencies.

SECTION 2. The sum of One Hundred Thirty-seven Thousand Two Hundred Nine Dollars (\$137,209) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>INFORMATION SERVICES AGENCY</u>	<u>COUNTY GENERAL FUND</u>
3. Other Services and Charges	\$137,209
TOTAL INCREASE	\$137,209

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>COUNTY GENERAL FUND</u>
Unappropriated and Unencumbered	
County General Fund	\$137,209
TOTAL REDUCTION	\$137,209

SECTION 5. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NOS. 241 and 242, 1994. The President ruled that these two proposals would be voted on together. PROPOSAL NO. 241, 1994. The proposal establishes the Parks Project Revenue Fund as a non-reverting operating fund. PROPOSAL NO. 242, 1994. The proposal authorizes the issuance and sale of bonds of the City for the purpose of procuring funds to pay for the construction, reconstruction and repair of certain park facilities and appropriates an amount not to exceed \$6,700,000. Councillor Giffin reported that the Parks and Recreation Committee heard Proposal Nos. 241 and 242, 1994 on May 5, 1994. Proposal No. 241, 1994 establishes a Parks Project Revenue Fund as a mechanism to repay the debt service on the bonds to be issued by Proposal No. 242, 1994. The purpose of these bonds will be for the renovation of Coffin Municipal Golf Course. Proposal No. 242, 1994 also changes the bond structuring on Whispering Hills Municipal Golf Course from a short-term bond to a long-term bond. By 7-0-1 votes, the Committee reported the proposals to the Council with the recommendation that they do pass as amended.

Councillor Gilmer asked if this is in addition to the Capital Improvement Program (CIP). James Steele, Jr., City Controller, answered that this is separate from CIP.

The President called for public testimony at 7:45 p.m. There being no one present to testify, Councillor Giffin moved, seconded by Councillor Schneider, for adoption. Proposal Nos. 241 and 242, 1994, as amended, were adopted on the following roll call vote; viz:

27 YEAS: *Beadling, Black, Borst, Boyd, Brents, Coughenour, Curry, Dowden, Giffin, Gilmer, Golc, Gray, Hinkle, Jimison, Jones, McClamroch, Moriarty Adams, Mullin, O'Dell, Ruhmkorff, Schneider, SerVaas, Shambaugh, Short, Smith, West, Williams*
0 NAYS:

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2 NOT VOTING: Franklin, Rhodes

Councillor Rhodes stated that he abstained due to a conflict of interest.

Proposal No. 241, 1994, as amended, was retitled GENERAL ORDINANCE NO. 62, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 62, 1994

A GENERAL ORDINANCE of the City of Indianapolis, Indiana (the "City") and the County of Marion, Indiana (the "County") authorizing the establishment of a special non-reverting operating fund for the purposes of depositing certain monies and repaying certain City Bonds each as described below pursuant to the request of the Board of Parks and Recreation (the "Board") on behalf of the Department of Parks and Recreation (the "Department") in its resolution dated April 14, 1994 (the "Resolution") and as authorized by IC 36-10-4-16.

WHEREAS, the Department has determined that there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of construction, reconstruction, acquisition and repair of certain park facilities and improvements in the City and the County; and

WHEREAS, the Board has determined that it would be in the best interest of the City, the County and its citizens to (i) provide for the construction, reconstruction, acquisition and repair of park facilities and improvements now or hereafter designated by the Department located within the County (each a "Project" and collectively, the "Projects"), including, where necessary, acquiring land or rights-of-way for such purposes together with all expenses necessary and incidental thereto and (ii) provide for the refunding of a certain borrowing, currently outstanding in the form of an interfund loan, used to construct a nine hole golf course and golf related facilities at the Whispering Hills Municipal Golf Course (the "Refunding"), by the creation of a separate fund into which certain revenues, including all or a portion of those related to such Projects, may be deposited and the issuance of certain revenue bonds of the City payable therefrom; and

WHEREAS, IC 36-10-4-16 provides that the City-County Council of the City and the County (the "City-County Council") may borrow money for the use of the Department and may issue the bonds of the City ("City Bonds") to pay back the borrowed money in the manner provided by statute for the issuance of such bonds for the general purposes of the City; and

WHEREAS, IC 36-10-4-16 provides that upon the request of the Department, the City-County Council may establish by ordinance a special non-reverting operating fund for park purposes from which expenditures may be made as provided by ordinance; and

WHEREAS, the Department has requested in its Resolution that the City-County Council establish a special non-reverting operating fund pursuant to IC 36-10-4-16 (the "Parks Project Revenue Fund"); and

WHEREAS, the Board desires to continuously appropriate all monies from time to time accumulated in the Parks Project Revenue Fund for the payment of debt service on any City Bonds hereafter issued as prescribed in the trust indenture authorizing the issuance of such City Bonds; and

WHEREAS, the City desires to continuously appropriate all monies from time to time accumulated in the Parks Project Revenue Fund for the payment of debt service on any City Bonds hereafter issued as prescribed in the trust indenture authorizing the issuance of such City Bonds; and

WHEREAS, the Department initially desires to (i) provide for the renovation and improvement of the existing golf course and related facilities at the Coffin Municipal Golf Course (the "Initial Project") and (ii) provide for the Refunding; and

WHEREAS, the Board desires that all "Revenues" (defined as all revenues received by the Department from the operation of the Initial Project, all revenues received by the Department from the operation of those municipal golf courses designated and pledged in the trust indenture (the "Indenture") authorizing the issuance of such City Bonds) be deposited upon receipt into the Parks Project Revenue Fund in order to adequately provide for debt service payments when due on all City Bonds issued, the proceeds of which are used for or otherwise related to the Initial Project or other Projects, all as prescribed in the Indenture.

WHEREAS, the City-County Council now finds that the Parks Project Revenue Fund is necessary and will be of general benefit to the City, the County and its citizens; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Revised Code of the Consolidated City and County be, and is hereby amended by adding a new section in Article III of Chapter 135 to read as follows:

Sec. 135-451. The City-County Council hereby establishes the Parks Project Revenue Fund as a non-reverting operating fund of the Department of Parks and Recreation pursuant to IC 36-10-4-16.

Sec. 135-452. The Revenues, received by the department from the operation of the city's existing A. J. Thatcher Municipal Golf Course, Douglass Municipal Golf Course, Sahm Municipal Golf Course, Sarah Shank Municipal Golf Course and Pleasant Run Municipal Golf Course, shall be deposited into the Parks Project Revenue Fund in order to adequately provide for debt service payments when due on all City Bonds issued, the proceeds of which are used for or otherwise related to the Initial Project or other Projects, all as prescribed in the Indenture.

Sec. 135-453. The City hereby continuously appropriates all monies from time to time accumulated in the Parks Project Revenue Fund to the payment of debt service on the City Bonds (as authorized by a separate special ordinance of this City-County Council) as prescribed in the trust indenture authorizing the issuance of the City Bonds without the need for further action or authorization from this City-County Council.

Sec. 135-454. Monies from time to time accumulated in the Parks Project Revenue Fund may only be (a) used to provide for the payment of debt service on the City Bonds and other Project expenditures, (b) used to provide for the payment of capital or operating expenditures for golf-related purposes, as determined by the Board or (c) transferred to the golf general fund of the Department, as determined by the Board, or some combination thereof; provided any such use or transfer shall be in the manner prescribed and permitted by the trust indenture authorizing the issuance of the City Bonds.

Sec. 135-455. The City-County Council hereby authorizes and directs any officers of the City, and each of them, for and on behalf of the City, and hereby authorizes and directs any officers of the County, and each of them, for and on behalf of the County, to take any actions as such officer determines is necessary or appropriate to consummate the terms contemplated by or to accomplish purposes of this Special Ordinance, such determination to be conclusively evidenced by such officers taking of such actions.

Sec. 135-456. After sale of any City Bonds, this general ordinance shall be irrevocable and shall not be amended until all the City Bonds, including additional bonds (as prescribed in the trust indenture authorizing the issuance of the City Bonds) have been paid in full or are deemed no longer outstanding in accordance with the provisions of such indenture.

SECTION 2. This general ordinance shall rescind and repeal any portion of any special ordinances or general ordinances of the City or County which conflict with the terms hereof.

SECTION 3. This general ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 242, 1994, as amended, was retitled SPECIAL ORDINANCE NO. 7, 1994 and reads as follows:

CITY-COUNTY SPECIAL ORDINANCE NO. 7, 1994

A SPECIAL ORDINANCE of the City of Indianapolis, Indiana and the County of Marion, Indiana, authorizing the issuance and sale of bonds of the City for the purpose of procuring funds to pay for the construction, reconstruction and repair of certain park facilities and improvements within the City's jurisdiction and the refunding of the City's borrowing, currently outstanding in the form of an interfund loan, used to construct a nine-hole golf course and golf related facilities at the Whispering Hills Municipal Golf Course, including all expenses in connection with or on account of the issuance of bonds therefor, and appropriating an amount not to exceed Six Million Seven Hundred Thousand Dollars (\$6,700,000) for such purposes.

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of construction, reconstruction, acquisition and repair of certain park facilities and improvements in the City of Indianapolis (the "City") and the County of Marion, Indiana (the "County"); and

May 9, 1994

WHEREAS, the Board of Parks and Recreation of the City of Indianapolis, Indiana (the "Board") has determined that it would be in the best interest of the City, the County and its citizens to provide for the construction, reconstruction, acquisition and repair of certain park facilities and improvements now or hereafter designated by the Department of Parks and Recreation (the "Department") located within the County (each a "Project" and collectively, the "Projects"), including, where necessary, acquiring land or rights-of-way for such purposes together with all expenses necessary and incidental thereto, by the creation of a separate fund into which certain revenues, including all or a portion of those related to such Projects, may be deposited and the issuance of certain revenue bonds of the City ("City Bonds") payable therefrom; and

WHEREAS, the Department initially desires to provide for the renovation and improvement of the existing golf course and related facilities at the Coffin Municipal Golf Course (the "Initial Project") and the refunding of the City's borrowing, currently outstanding in the form of an interfund loan, used to construct a nine-hole golf course and golf related facilities at the Whispering Hills Municipal Golf Course (the "Refunding"); and

WHEREAS, the Initial Project and Refunding have an estimated total cost not to exceed Seven Million Dollars (\$7,000,000), which includes all expenses necessary and incidental thereto and all expenses in connection with or on account of the issuance of the City Bonds therefor; and

WHEREAS, the cost of the Initial Project and Refunding necessitates a further appropriation, and a request for such appropriation in an amount not to exceed Six Million Seven Hundred Thousand Dollars (\$6,700,000) for these purposes has been filed, which request has been approved by the City Controller with the recommendation that the total funds necessary to cover the appropriation be obtained by the issuance and sale of the City Bonds; and

WHEREAS, pursuant to projections of the Department, it is anticipated that such City Bonds can be repaid with (1) revenues from the operation of the Initial Project, (2) additional revenues the Department shall make available from the operation of those municipal golf courses designated and pledged in the trust indenture authorizing the issuance of such City Bonds and (3) revenues generated by the incremental increase in property taxes from the Brookville/Senour Economic Development Area established by the Metropolitan Development Commission acting as the Redevelopment Authority of the City on August 19, 1987; and

WHEREAS, certain costs and expenses related to the Initial Project and Refunding have been and will have to be paid prior to the issuance of the City Bonds from cash on hand and proceeds of prior borrowings of the City, and the Department desires to reimburse such advanced funds from the proceeds of the City Bonds when issued; and

WHEREAS, this City-County Council of the City and the County (the "City-County Council") did not include the proceeds of said City Bonds in the regular budget; and

WHEREAS, the Clerk of this City-County Council has caused notice of a hearing on said appropriation to be published as required by law; and

WHEREAS, such public hearing on said appropriation was held at the meeting of this City-County Council on May 9, 1994, at 7:00 p.m. E.S.T., in the Public Assembly Room, on the Second Floor of the City-County Building, Indianapolis, Indiana, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriation; and

WHEREAS, IC 5-1.4 provides that a "qualified entity," which term includes the City, may issue and sell its bonds to The Indianapolis Local Public Improvement Bond Bank (the "Bond Bank"); and

WHEREAS, the Executive Director of the Bond Bank has expressed a willingness to purchase the City Bonds in a negotiated sale subject to approval by the Board of Directors of the Bond Bank; and

WHEREAS, the City-County Council has determined that it will be in the best interest of the City to sell the City Bonds to the Bond Bank in a negotiated sale; and

WHEREAS, the City-County Council now finds that the Project is necessary and will be of general benefit to the City of Indianapolis, Indiana, and its citizens; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION I. The Department, on behalf of the City, shall proceed with the Initial Project and the Refunding.

SECTION 2. The City shall enter into a loan in an amount not to exceed Six Million Seven Hundred Thousand Dollars (\$6,700,000) for the purpose of (i) procuring funds to pay for the Initial Project and the Refunding, including all expenses in connection with or on account of the issuance of the City Bonds, and (ii) reimbursing the Department for costs and expenses related to the Initial Project paid prior to the issuance of the City Bonds, to the extent such reimbursement is permitted by law.

In order to procure the funds for said loan, the Controller of the City is hereby authorized and directed to have prepared and to issue and sell to the Bond Bank the City Bonds, which shall be designated as "City of Indianapolis Parks Project Revenue Bonds, Series 1994A, in an amount not to exceed Six Million Seven Hundred Thousand Dollars (\$6,700,000). The City Bonds shall be issued pursuant to a trust indenture similar in form and substance to the Trust Indenture attached hereto as Appendix A (the "Indenture").

The City Bonds shall have a final maturity no later than December 31, 2017, in amounts negotiated with the Bond Bank, shall have a net interest cost (including any original issue discount) which does not exceed seven and one-quarter percent (7.25%), shall be sold at par or with a discount which does not exceed three percent (3%), shall be in a form similar in substance and content to the form(s) of the bond(s) contained in the Indenture and shall be secured by the irrevocable pledge of the Revenues (as defined in the Indenture).

The City Bonds or a portion thereof may be redeemable prior to maturity at a premium not to exceed one hundred two percent (102%) upon terms and conditions as are further detailed through negotiation with the Bond Bank by the Controller of the City (the "Controller") and the Mayor of the City (the "Mayor") consistent with the best interests of the City and the terms of this Ordinance. City Bonds redeemed in part may be exchanged for a bond or bonds of the same maturity in authorized denominations equal to the remaining principal amount.

SECTION 3. The Clerk of the City-County Council (the "Clerk") shall cause to be posted and published, notice of the decision to issue the City Bonds. The Clerk is hereby directed to deliver a certified copy of this Ordinance to the Controller.

SECTION 4. The Controller and the Mayor are hereby authorized and directed to sell the City Bonds issued pursuant to the Indenture to the Bond Bank at a negotiated sale.

Prior to delivery of the City Bonds, the Controller shall obtain a legal opinion as to the validity of the City Bonds and shall furnish such opinion addressed to the Bond Bank. The cost of said opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the City Bonds or the bonds issued by the Bond Bank.

SECTION 5. The City-County Council hereby authorizes and directs the Mayor, the Controller, the Clerk, the Treasurer of the County, ex-officio Treasurer of the City, the Director of the Department of Parks and Recreation of the City or any other officer of the City and each of them, for and on behalf of the City, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as the official executing the same determines is necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The Indenture, the Bond Purchase Agreement and the City Bonds contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid, legal and binding obligations of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

SECTION 6. The City-County Council hereby approves the Indenture, the forms of the City Bonds contained therein and the Bond Purchase Agreement by which the City Bonds are to be sold to the Bond Bank in the form attached hereto as Appendix B and the Mayor is hereby authorized and directed to execute, and the Clerk is hereby authorized and directed to attest and affix the seal of the City to, the Indenture, the bonds in the form(s) attached to the Indenture as Exhibits and the Bond Purchase Agreement with such changes and revisions thereto as they deem necessary or appropriate to consummate the transaction contemplated hereby if such changes do not increase the interest rates, principal amount or discount in excess of that authorized in Section 2 or increase the security or revenues pledged in the Indenture as attached hereto and such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Indenture, the City Bonds and the Bond Purchase Agreement in the forms executed shall constitute the valid, legal and binding agreements of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

SECTION 7. The City-County Council hereby authorizes the revision of the Indenture, Bonds and related documents to include a debt service reserve fund, should such revisions be deemed desirable by the City

May 9, 1994

Controller and the Executive Director of the Bond Bank in order to market the City Bonds or the related Bond Bank Bonds.

SECTION 8. The Mayor is hereby authorized to execute the City Bonds with his manual or facsimile signature, and the Clerk is hereby authorized to attest the City Bonds with her manual or facsimile signature, and cause the seal of the City to be impressed or a facsimile thereof to be printed on the City Bonds, all in the form and manner herein provided. Upon the consummation of the sale of the City Bonds, the Controller and the Treasurer of the County, ex-officio Treasurer of the City, shall be authorized to receive from the Bond Bank the amount to be paid for the City Bonds and deliver the City Bonds to the Bond Bank in the manner provided by law.

SECTION 9. The City-County Council hereby authorizes and directs any officers of the City, and each of them, for and on behalf of the City, and hereby authorizes and directs any officers of the County, and each of them, for and on behalf of the County, to prepare, execute and deliver any and all instruments, letters, certificates, agreements or documents as the officer executing the same determines are necessary or appropriate to effect this pledge of the Revenues (as defined in the Indenture) and to consummate the transactions described in this Ordinance and the Appendices hereto, such determination to be conclusively evidenced by such officer's execution thereof.

SECTION 10. The City-County Council hereby authorizes and directs any officers of the City, and each of them, for and on behalf of the City, and hereby authorizes and directs any officers of the County, and each of them, for and on behalf of the County, to take any actions as such officer determines is necessary or appropriate to consummate the transactions contemplated by or to accomplish the purposes of this Special Ordinance, such determination to be conclusively evidenced by such officer's taking of such action.

SECTION 11. After passage and upon execution of the Bond Purchase Agreement by the Mayor and attestation by the City Clerk, this Special Ordinance shall be irrevocable and shall not be amended until all the City Bonds, including Additional bonds (as defined in the Indenture) have been paid in full or are deemed no longer outstanding in accordance with the provisions of said Indenture.

SECTION 12. The proceeds derived from the sale of the City Bonds herein authorized to be issued and all investment earnings thereon shall be, and they hereby are, appropriated by the City-County Council for the purpose of procuring funds to pay for the Project and Refunding including, where necessary, the cost of acquiring land or rights-of-way for such purposes, including all expenses in connection with or on account of the issuance of bonds therefor.

SECTION 13. Such appropriation shall be in addition to all appropriations provided for in the regular budget and levy, and shall continue in effect until the completion of the activities described in Section 11 above. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

SECTION 14. The Clerk of the City-County Council is hereby authorized and directed to certify a copy of this Special Ordinance together with such other proceedings and actions as may be necessary to the Marion County Auditor for certification to the State Board of Tax Commissioners for the purpose of complying with IC 6-1.1-18-5.

SECTION 15. This Special Ordinance shall rescind and repeal any portions of any special ordinances or general ordinances of the City or County which conflict with the terms hereof if the conflict would have a material adverse impact on the City Bonds, the security for the City Bonds or the Indenture.

SECTION 16. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

APPENDIX A
TRUST INDENTURE
BY AND BETWEEN
THE CITY OF INDIANAPOLIS
and

_____, TRUSTEE.
REGISTRAR AND PAYING AGENT
CITY OF INDIANAPOLIS
PARKS PROJECT REVENUE BONDS
SERIES 1994 A AND SERIES 1994 B

Dated as of _____, 1994
\$ _____

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TRUST INDENTURE
BY AND BETWEEN
CITY OF INDIANAPOLIS
AND

_____, TRUSTEE
_____, REGISTRAR AND PAYING AGENT

THIS TRUST INDENTURE ("Indenture") dated as of the ____ day of _____, 1994, by and between the CITY OF INDIANAPOLIS (the "City"), a consolidated city of the first class with home rule powers organized and existing under the laws of the State of Indiana, and _____, as Trustee, Registrar and Paying Agent, a banking association duly organized and existing under the laws of the

May 9, 1994

State of Indiana and being duly qualified to accept and administer the trusts hereby created and having its principal place of business in the City of Indianapolis, Indiana ("Trustee," "Registrar" and "Paying Agent"),

WITNESSETH:

WHEREAS, on August 5, 1987, the Metropolitan Development Commission of Marion County, Indiana, acting as the Redevelopment Commission of the City of Indianapolis, Indiana (the "Commission") adopted the Brookville/Senour Economic Development Area Declaratory Resolution, Resolution no. 87-185 (the "Declaratory Resolution"), declaring a certain area within the Indianapolis Redevelopment District as an economic development area pursuant to IC 36-7-15.1-28, designating such areas as the Brookville/Senour Economic Development Area (the "Economic Development Area") and approving an economic development area plan designated as the Brookville/Senour Economic Development Area Plan; and

WHEREAS, on August 19, 1987, the Commission, after giving notice as required by law and holding a public hearing on the Declaratory Resolution, adopted the Brookville/Senour Economic Development Area Confirmatory Resolution, Resolution No. 87-193 confirming the Declaratory Resolution; and

WHEREAS, on October 26, 1987, the City-County Council of the City of Indianapolis and of Marion County, Indiana adopted City-County Special Ordinance No. 17, 1987, approving the designation of the Economic Development Area as established by the Commission under the Declaratory Resolution and the Confirmatory Resolution; and

WHEREAS, the Department of Parks and Recreation ("Department") on December 28, 1988 issued a Park District Bond Anticipation Note in the amount of \$2,855,000 ("1988 Note") to provide funds to acquire property and construct a nine hole golf course and golf related facilities at the Whispering Hills Municipal Golf Course; and

WHEREAS, the Department refinanced the 1988 Note by issuing a Park District Bond Anticipation Note in the Amount of \$3,145,000 on December 17, 1990 ("1990 Note") and refinanced the 1990 Note by issuing a Park District Bond Anticipation Note in the amount of \$3,370,000 on December 11, 1991 ("1991 Note"); and

WHEREAS, the City on June 1, 1993, borrowed \$ _____ from the City's Sanitary District in the form of an interfund borrowing pursuant to IC 36-9-25-33(c) and IC 36-1-8-4 ("Interfund Loan") to refinance the 1991 Note; and

WHEREAS, the City is authorized by Indiana Code 36-1-4-9 and 6-1.1-20-2, to borrow money and issue bonds; and

WHEREAS, the City desires to repay the Interfund Loan with proceeds from the Series 1994 A Bonds (as defined herein); and

WHEREAS, the City has determined, and does hereby find, that borrowing money to finance the costs of the Initial Project (as defined herein), and issuing bonds to secure the repayment of such borrowing are necessary for the public good; and

WHEREAS, the City will through its Department use the proceeds from the sale of the Series 1994 B Bonds (as defined herein) for the purposes of constructing, reconstructing, acquiring and repairing certain park facilities located within the County (each a "Project and collectively, the "Projects"); and

WHEREAS, the City has by ordinance authorized the issuance of the Series 1994 Bonds (as defined herein) and, in order to provide terms for such Series 1994 Bonds and to secure such Series 1994 Bonds and to provide for their authentication and delivery by the Trustee, the City has duly authorized the execution and delivery of this Indenture; and

WHEREAS, pursuant to I.C. 36-10-4-16, the City has by Ordinance established a non-reverting operating fund (the "Parks Project Revenue Fund") for the benefit of the Parks Department; and

WHEREAS, the City has by ordinance required that certain Revenues (hereinafter defined) be deposited in the Parks Project Revenue Fund to adequately provide for the Bond Payments (as herein defined); and

WHEREAS, the City through action by the City-County Council has herein irrevocably pledged the revenue generated by the incremental increase in property taxes from the Economic Development Area for Bond Payments on the Series 1994 A Bonds; and

WHEREAS, the City through action by the City-County Council has herein irrevocably pledged the Revenues and the funds held in the Parks Project Revenue Fund (hereinafter defined) for Bond Payments; and

WHEREAS, all things have been duly authorized and done by the City which are necessary to make the Series 1994 Bonds, when executed by the City and authenticated and delivered by the Trustee hereunder, the legal, valid and binding obligation of the City, and to constitute this Indenture a legal, valid and binding trust indenture securing the payment of principal of, premium, if any, and interest on the Bonds and a contract to secure the Bonds, all in accordance with the terms of the Bonds and this Indenture;

GRANTING CLAUSES:

THIS INDENTURE WITNESSETH, the City, in consideration of the premises and of the mutual covenants herein contained, and of the purchase and acceptance of the Bonds by their Owners (as defined herein), and for the purpose of fixing and declaring the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners, in order to secure the payment of all Bonds at any time issued and outstanding hereunder and the interest thereon according to their tenor, purpose and effect, and in order to secure the performance and observance of all of the covenants, agreements and conditions therein and herein contained, has executed and delivered this Indenture and has pledged and does hereby pledge, grant a security interest in and assign (i) the Revenues, (ii) the TIF Revenues, (iii) the Accounts established by Article IV and the earnings thereon except the Rebate Account (as defined herein) (such Accounts to be used as stated in this Indenture), (iii) Parks Project Revenue Fund and (iv) any and all other property that may from time to time, by delivery or writing, be subjected to the lien of this Indenture as security for the payment of the principal of, premium, if any, and interest on the Bonds as provided herein and as security for the satisfaction of any other obligation assumed by it in this Indenture in connection with such Bonds to be effective without the recording of this Indenture or any other instrument; and it is mutually agreed and covenanted by and between the parties hereto for the equal and proportionate benefit and security of all and singular the present and future Owners of the Bonds issued and to be issued under this Indenture, without preference, priority or distinction as to lien or otherwise, except as hereinafter otherwise provided, of any one Bond over any other Bond by reason of priority in the issuance, sale or negotiation thereof or otherwise.

TO HAVE AND TO HOLD all said property of every kind and description, real, personal, or mixed, hereby and hereafter (by supplemental indenture or otherwise) granted, bargained, sold, liened, conveyed, assigned, transferred, pledged, set over, or confirmed as aforesaid, or intended, agreed, or covenanted so to be, together with all the appurtenances thereto (said properties including any cash and securities hereafter deposited or required to be deposited with the Trustee being herein collectively referred to as the "Trust Estate") unto the Trustee and its successors and assigns forever;

UPON CONDITION that, if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Outstanding Bonds according to the true intent and meaning thereof, or there shall be deposited with the Trustee such amounts in such form and in order that none of the Bonds shall remain outstanding, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the full and final payment of all such sums and amounts secured hereby or upon such deposit, this Indenture and the rights, titles, liens, security interests, and assignments herein granted shall cease, determine, and be void and this Indenture shall be released by the Trustee in due form at the expense of the City, except only as herein provided; otherwise this Indenture to be and remain in full force and effect;

AND IT IS HEREBY COVENANTED AND DECLARED that all the Bonds are to be authenticated and delivered by the Registrar and Paying Agent (hereinafter defined) and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions, and trusts hereinafter set forth, and the City does hereby covenant and agree, for the equal and proportionate benefit of the Bonds except as herein otherwise expressly provided, as follows:

**ARTICLE I
DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION**

Section 1.01. Definitions. In addition to words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture and in the Bonds shall have the following meanings unless some other meaning is plainly intended:

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"Account" means the accounts (including any subaccounts therein) created pursuant to Article IV hereof.

"Accreted Value" means (i) with respect to a Capital Appreciation Bond, the original issued amount as set forth on the face of such Capital Appreciation Bond plus interest accrued from the date of the Capital Appreciation Bond, compounded semiannually on each Interest Payment Date to the date of determination; and (ii) with respect to a Current Interest Bond means the principal amount thereof as set forth on the face of such Current Interest Bond.

"Act" means Indiana Code 5-1-14, 36-3-1 and 36-10-4, and other applicable laws, as amended from time to time.

"Act of an Owner" when used with respect to any Owner or Owners of Bonds has the meaning stated in Section 1.03 hereof.

"Additional Bonds" means obligations of the City issued pursuant to Section 2.13 hereof.

"Authorized Officer" means as to the City, the Mayor or the person acting as the Controller of the City, or any person duly appointed to act in such officer's place and stead, and as to the Trustee, any Vice President or Trust Officer.

"Average Annual Debt Service" means, as of the date of its calculation, the sum of the annual Bond Payments required for all Bond Years in which Bonds will be Outstanding (without regard to any optional redemption thereof) divided by the number of such remaining Bond Years. With respect to Variable Rate Bonds, the Bond Payments shall be calculated with respect to interest as if the interest rate on the Bonds was the lower of (i) the maximum rate which those Bonds may bear pursuant to law or (ii) the rate set forth in the applicable Supplemental Indenture.

"Bond" or "Bonds" means the Series 1994 Bonds and any Additional Bonds authenticated and delivered pursuant to this Indenture where the context so requires.

"Bond Bank" means The Indianapolis Local Public Improvement Bond Bank, a body corporate and politic separate from the City in its corporate capacity existing pursuant to the laws of the State and its successors and assigns.

"Bond Bank Bonds" means The Indianapolis Local Public Improvement Bond Bank Bonds, Series 1994 ___ and any future series of Bond Bank Bonds issued pursuant to the Bond Bank Indenture.

"Bond Bank Indenture" means the Trust Indenture dated as of _____ 1, 1994 between the Bond Bank and _____, as Trustee as originally executed and as the same may from time to time be supplemented or amended.

"Bond Counsel" means any firm of nationally recognized attorneys experienced in matters relating to the status, for federal income tax purposes, of interest on obligations issued by political subdivisions and acceptable to the Bond Bank and the Trustee.

"Bond Documents" means any or all of the following as the context may require, the Bonds, this Indenture and the Bond Purchase Agreement.

"Bond Ordinance" means City-County Special Ordinance No. ___-1994, adopted April 25, 1994, authorizing the issuance of the Series 1994 Bonds or an ordinance of similar import relating to Additional Bonds.

"Bond Payments" means payments of the principal of, premium, if any, and interest on the Bonds pursuant to their terms and the terms of this Indenture.

"Bond Register" shall have the meaning stated in Section 2.18 hereof.

"Bond Year" means a 12-month period commencing on January 1 of each year and ending on December 31 of the subsequent year.

"Business Day" means any day other than a Saturday, Sunday, or legal holiday on which banking institutions in either Indianapolis, Indiana, or New York, New York, are authorized or required by law to close or on which the New York Stock Exchange is authorized or required by law to close.

"Capital Appreciation Bond" shall mean any Bonds issued as to which interest is (1) computed semiannually on each Valuation Date and (ii) payable only at the maturity or prior redemption of such Bonds. For the purposes of (a) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (b) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and payable following an Event of Default as provided in Section 7.01 of this Indenture, or (c) computing the principal amount of Bonds held by the registered owner of a Capital Appreciation Bond in giving to the City or the Trustee any notice, consent, request or demand pursuant to this Indenture for any purpose whatsoever, the principal amount of the Capital Appreciation Bond shall be deemed to be its Accreted Value.

"Capitalized Interest Subaccount" means the subaccount established within the Construction Account pursuant to Article IV.

"City" means the City of Indianapolis, a consolidated city of the first class organized and existing pursuant to the laws of the State, particularly the Act, and its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations from time to time promulgated or proposed thereunder.

"Common Debt Service Subaccount", means the City of Indianapolis Common Debt Service Subaccount authorized by section 4.01 hereof.

"Construction Account" means the Account so named created pursuant to Article IV hereof.

"Costs of Issuance" means any and all costs and expenses relating to the issuance, sale and delivery of any series of Bonds, including, but not limited to, bond insurance premiums, letter of credit fees and the cost or providing other credit enhancements or liquidity features for such Bonds, all fees and expenses of legal counsel, financial feasibility, or other consultants, trustees, underwriters and accountants, and the preparation and printing of the Indenture, the preliminary and final official statement and such Bonds.

"County" means Marion County, Indiana.

"County Treasurer" means the Treasurer of the County.

"Coverage Test" means when the sum of Net Revenues and Utilized TIF Revenues equal or exceed 125% of the greater of (1) 100% of the Bond Payments due within the next 12 months, calculated as of date of the related Officer's Certificate or (2) the Average Annual Debt Service (including, in the case of any proposed issuance of Additional Bonds, the proposed Bond Payments for such Additional Bonds in such calculation); provided that if such calculation is being undertaken in connection with (a) a proposed issuance of Additional Bonds, Net Revenues shall be computed by including the Net Revenues attributable to the related Project as projected by the Authorized Officer executing the related Officer's Certificate; (b) a proposed sale, transfer, abandonment, disposition, or removal from service of a Facility, or portions thereof, pursuant to Section 5.10 herein, Net Revenues shall be computed after eliminating the Net Revenues attributable to such Facility, and any prior disposition otherwise included in Net Revenues; and (c) a proposed pledge of the revenues from an additional Facility (whether or not such is a Project) pursuant to a Supplemental Indenture and Section 5.15 herein, Net Revenues shall be computed by including the Net Revenues attributable to such additional Facility as (i) projected by the Authorized Officer executing the related Officer's Certificate in the case of a Facility for which historical Net Revenues are not available or (ii) compiled by the Authorized Officer executing the related Officer's Certificate in the case of a Facility for which historical Net Revenues are available.

"Current Interest Bonds" means any Serial Bond or Term Bond.

"Department" means the Department of Parks and Recreation of the City and County.

"Economic Development Area" means the Brookville/Senour Economic Development Area established by the Metropolitan Development Commission acting as the Redevelopment Authority of the City on August 19, 1987.

"Event of Default" has the meaning stated in Article VII hereof.

"Facility or Facilities" means, subject to the provisions of Section 5.10 herein, the Initial Project and the City's existing Thatcher Municipal Golf Course, Douglass Municipal Golf Course, Sahm Municipal Golf

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Course, Sarah Shank Municipal Golf Course, and Pleasant Run Municipal Golf Course, each located in Indianapolis, Indiana; any additional Projects; and any additional municipal golf course whose revenues are pledged pursuant to a Supplemental Indenture and Section 5.15 herein.

"Government Obligations" means (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, rated in one of the two highest rating categories by any Rating Agency rating the Bonds, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, rated in the highest rating category by any Rating Agency rating the Bonds the full payment of principal of, premium, if any, and interest on which (i) is unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Holder" or "Owner" when used with respect to any Bonds means the registered owner of Bonds. "Bondholder" means a Holder of a Bond.

"Indenture" means this instrument as originally executed, including the Exhibits hereto, or as the same may from time to time be supplemented, modified, or amended by one or more Supplemental Indentures entered into pursuant to the applicable provisions hereof.

"Initial Project" means the renovation and improvement of the existing golf course and related facilities at the Coffin Municipal Golf Course, located in Indianapolis, Indiana.

"Interest Payment Date" means each January 1 and July 1 beginning January 1, 1995 or the dates so specified in any Supplemental Indenture.

"Interfund Loan" means principal of and interest on the funds borrowed by the City on June 1, 1993, from its Sanitary District, currently outstanding in the amount of \$ _____, pursuant to IC 36-9-25-33(c) and IC 36-1-8-4 to refinance the bond anticipation note issued on December 11, 1991 by the park district.

"Investment Agreement" means any agreement providing for the investment of moneys held by the Trustee on behalf of the City under certain Accounts.

"Investment Securities" means, for purposes of funds invested in the Construction Account and the Rebate Account to the extent such investments are permitted by law any of the following: (a) Government Obligations; (b) certificates of deposit fully and promptly secured at all times by Government Obligations; provided, that such certificates are with commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the Trustee, which are eligible depositories for State of Indiana deposits under Indiana Code 5-13; (c) certificates of deposit, savings accounts, deposit accounts or depository receipts of commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the trustee, which are eligible depositories for State of Indiana deposits under Indiana Code 5-13, and which are fully insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration; (d) bankers acceptances of commercial banks, savings and loan associations or mutual savings banks, including the Trustee, which are eligible depositories for State of Indiana deposits under Indiana Code 5-13, and which mature not more than one (1) year after the date of purchase; provided such commercial banks, savings and loan associations, or mutual savings banks (as opposed to their holdings companies) must be rated for unsecured debt at the time of purchase of the investments at least in the two highest rating categories by every Rating Agency which maintains a rating on the Bonds; (e) investment agreements issued by entities rated in the two full highest categories by a nationally recognized rating agency at the time of execution; (f) shares of mutual funds that invest only in Government Obligations that are rated in the highest category by every Rating Agency which maintains a rating on the Bonds; and (g) the Investment Agreement or a replacement investment agreement rated at least a minimum "A" rating by every Rating Agency that maintains a rating on the Bonds.

For purposes of funds invested in the Parks Project Revenue Fund the Investment Securities shall mean to the extent permitted by law, any of the following: (a) Special Government Obligations; (b) certificates of deposit

fully and promptly secured at all times by Special Government Obligations; provided, that such certificates are with commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the Trustee, which are eligible depositories for State of Indiana deposits under Indiana Code 5-13 and which are rated "investment grade" by any Rating Agency that maintains a rating on the Bonds; (c) certificates of deposit, savings accounts, deposit accounts or depository receipts of commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the trustee, which are eligible depositories for State of Indiana deposits under Indiana Code 5-13 and are rated "investment grade" by any Rating Agency that maintains a rating on the Bonds, which are fully insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration; (d) bankers acceptances of commercial banks, savings and loan associations or mutual savings banks, including the Trustee, which are eligible depositories for State of Indiana deposits under Indiana Code 5-13, and which mature not more than one (1) year after the date of purchase; provided such commercial banks, savings and loan associations, or mutual savings banks (as opposed to their holdings companies) must be rated for unsecured debt at the time of purchase of the investments at least in the two highest rating categories by every Rating Agency which maintains a rating on the Bonds; (e) investment agreements issued by entities rated in the two full highest categories by every Rating Agency that maintains a rating on the Bonds; (f) shares of mutual funds that invest only in Government Obligations that are rated in the highest category by every Rating Agency which maintains a rating on the Bonds; and (g) the Investment Agreement or a replacement investment agreement issued by a provider that is rated at least as high as the rating on the Bonds by every rating agency that maintains a rating on the Bonds.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein or herein provided, whether at the stated maturity, by declaration of acceleration or call for redemption or otherwise.

"Minimum Balance" means an amount within the Parks Project Revenue Fund equal to 100% of the Bond Payments (excluding the portion thereof anticipated to be paid from amounts on deposit in a Capitalized Interest Subaccount) due within the next 12 months (reduced by TIF Revenues determined by an Authorized Officer to be available to make Bond Payments on the Series 1994 A Bonds during such period), calculated as of the first day of each month.

"Net Revenues" mean the Revenues, after payment or provision for payment of expenses of operation, maintenance and repair of the Facilities, during the most recent 12 month period preceding the date of calculation for which such information is available.

"Officer's Certificate" means a certificate executed by an Authorized Officer.

"Outstanding" means the Accreted Value of all Bonds theretofore authenticated and delivered under this Indenture, except:

- (A) Bonds theretofore delivered to the Trustee for cancellation and cancelled by the Trustee;
- (B) Bonds for the payment or redemption of which money in the necessary amount has been theretofore deposited with the Trustee in trust for the Owners of such Bonds, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture, or waived, or provision therefor satisfactory to the Trustee has been made;
- (C) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture;
- (D) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid or replaced as provided in Section 2.14; and
- (E) Bonds for the payment of the principal of, premium, if any, and interest on which money or Government Obligations or both are held by the Trustee or an escrow agent with the effect specified in Article X.

"Parks Project Revenue Fund" means the non-reverting operating fund established by City-County Special Ordinance No. ___-1994, adopted April 25, 1994, for Department purposes into which all Revenues are to be deposited.

"Project Subaccount" means a subaccount established within the Construction Account for each Project as provided in Article IV.

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"Project" or "Projects" means generally the construction, reconstruction, acquisition, repair and improvement of park facilities located within the County, as determined necessary by the Department, including the Initial Project, from proceeds of Bonds.

"Purchase Agreement" means a certain Qualified Entity Purchase Agreement between the City and the Bond Bank dated as of ____ 1, 1994 or an agreement of similar import relating to Additional Bonds.

"Rating Agency" means Fitch Investors Service, Moody's Investors Service, Inc. or Standard & Poor's Corporation. Rating Agency also means any nationally recognized securities rating organization other than Fitch Investors Service, Moody's Investors Service, Inc. or Standard & Poor's Corporation designated by the City by notice to the Trustee.

"Rebate Account" means the Account by that name created by Article IV hereof.

"Rebate Memorandum" means the City of Indianapolis Parks Project Revenue Bonds, Series 1994 Rebate Memorandum dated as of the date of the issuance of such bonds or a certificate of similar import relating to Additional Bonds.

"Record Date" means the fifteenth day of the month prior to any Interest Payment Date.

"Redemption Price" shall mean, with respect to any Bond, the principal amount thereof plus the applicable premium, if any payable upon redemption thereof pursuant to such Bond or this Indenture.

"Registrar and Paying Agent" means the person or entity so named in Section 2.06 hereof.

"Revenues" means all moneys received by the Department from the operation of the Facilities including any related activities.

"Serial Bond" means any Bond on which periodic interest payments are made and which are not subject to mandatory sinking fund redemption prior to their stated maturity date.

"Series" means a series of Bonds authorized by this Indenture or any Supplemental Indenture.

"Series 1994 Bonds" means the City of Indianapolis Parks Project Revenue Bonds, Series 1994 A and Series 1994 B.

"Series 1994 A Bonds" means the City of Indianapolis Parks Project Revenue Bonds, Series 1994 A authorized by Section 2.01 hereof.

"Series 1994 A Term Bonds" means the Series 1994 A Bonds maturing on _____.

"Series 1994 B Bonds" means the City of Indianapolis Parks Project Revenue Bonds, Series 1994 B authorized by Section 2.01 hereof.

"Series 1994 B Term Bonds" means the Series 1994 B Bonds maturing on _____.

"Series 1994 Term Bonds" means the Series 1994 A Term Bonds and the 1994 B Term Bonds.

"Special Government Obligations" means (a) direct obligations of the United States of America; (b) obligations guaranteed to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Public Housing Authority, Farm Credit System Financial Assistance Corporation, Tennessee Valley Authority, Inter-American Development Bank, World Bank, Federal Farm Credit Banks Consolidated System-Wide Bonds, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Student Loan Marketing Association, and Resolution Funding Corporation, which obligations include but are not limited to certificates or receipts representing direct ownership of future interests or interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, rated in the highest rating category by any Rating Agency rating the Bonds, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is

unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law and are rated in the highest rating category by any Rating Agency rating the Bonds on the basis of the escrow deposit.

"Supplemental Indenture" means an indenture of the City entered into in accordance with the terms and provisions of Article IX of this Indenture.

"State" means the State of Indiana.

"Term Bond" means any Bond on which periodic current interest payments are made and which are subject to mandatory sinking fund redemption prior to their stated maturity date.

"TIF Revenues" means revenue generated by the incremental increase in property taxes from the Economic Development Area.

"TIF Revenues Debt Service Subaccount", means the City of Indianapolis TIF Revenues Debt Service Subaccount authorized by section 4.01 hereof.

"Trustee" means the person or entity named as the Trustee in Section 6.01 of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and, thereafter, Trustee means such successor Trustee.

"Trust Estate" has the meaning stated in the Granting Clauses hereof.

"Utilized TIF Revenues" means TIF Revenues during the most recent 12 month period preceding the date of calculation for which such information is available; provided that, in calculating the Coverage Test, such amount shall not exceed the amount of the Bond Payments related to the Series 1994 A Bonds which are due within the next 12 months.

"Valuation Date" shall mean, with respect to any Capital Appreciation Bonds, the date or dates set forth in this Indenture or the Supplemental Indenture authorizing such Bonds on which specific Accreted Values are assigned to the Capital Appreciation Bonds.

"Variable Rate Bonds" means Bonds, the interest rate on which changes from time to time.

"Whispering Hill Refunding" means, the refunding of the City's Interfund Loan used to refund the prior borrowing of the Department used to construct a nine hole golf course and golf related facilities at the Whispering Hills Municipal Golf Course.

Section 1.02. Interpretation. (A) In this Indenture, unless the context otherwise requires:

(1) the terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Indenture, refer to this Indenture, and the term "heretofore" means before, and the term "hereafter" means after, the date of adoption of this Indenture;

(2) words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa;

(3) words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) any headings preceding the texts of the several Articles and Sections of this Indenture, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect;

(5) this Indenture shall be governed by and construed in accordance with the applicable laws of the State;

(6) references to the payment of the Bonds shall be deemed to include references to the payment of interest accrued thereon until the maturity date or the redemption date;

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(7) any reference in this Indenture to principal or interest on Bonds which is payable on a certain date or during a certain period is reference to an amount payable on such date (including the applicable premium, if any, with respect to any Bond which has been called for redemption) or during such period and does not include the obligation to pay any principal or interest after such date or period.

(B) Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person, other than the City, the Trustee and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof.

(C) If any one or more of the covenants or agreements provided herein on the part of the City or Trustee to be performed should be contrary to law, then such covenant or agreement shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Indenture or of the Bonds.

Section I.03. Acts of Owners. (A) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by Owners may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Owners in person or by an agent duly appointed in writing, and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, if hereby expressly required, to the City. Such instrument or instruments and the action embodied therein and evidenced thereby are herein sometimes referred to as the Act of an Owner signing such instrument or instruments. Proof of execution of any such instrument or of writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive if made in the manner provided in this Section.

(B) The fact and date of the execution by any person of any such instrument or writing shall be provided by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(C) The ownership of Bonds shall be proved by the Bond Register.

(D) Any request, demand, authorization, direction, notice, consent, waiver, or other action by the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued upon the transfer thereof, or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the City in reliance thereon, whether or not notation of such action is made upon such Bond.

Section I.04. Exhibits. All exhibits to this Indenture, either as originally existing or as the same may from time to time be supplemented, modified or amended, are incorporated herein by this reference. Exhibits attached hereto are:

- Exhibit A Form of Series 1994 A Bond
- Exhibit B Form of Series 1994 B Bond
- Exhibit C Schedule of Capitalized Interest Payments

(End of Article I)

ARTICLE II TERMS AND PROVISIONS OF THE BONDS

Section 2.01. Principal Amount, Designation and Series. The Series 1994 Bonds shall be designated as the City of Indianapolis Parks Project Revenue Bonds, Series 1994 A and Series 1994 B, issued in the aggregate principal amount of \$ _____, and \$ _____, respectively, fully registered in accordance with Section 2.18 hereof and issued in the form(s) attached hereto as Exhibit A and B, respectively.

Section 2.02. Purpose. (A) The Series 1994 A Bonds are being issued to provide funds for deposit in the Accounts established pursuant to this Indenture in order to make funds available to pay the costs of the Whispering Hills Refunding and related expenditures incident thereto.

(B) The Series 1994 B Bonds are being issued to provide funds for deposit in the Accounts established pursuant to this Indenture in order to make funds available to pay the costs of the construction of the Initial Project and related expenditures incident thereto.

Section 2.03. Terms of Bonds. (A) Each series of Bonds shall be designated "Parks Project Revenue Bonds, Series ____" with such designation indicating the year and the sequence within each year of the issuance of such series of Bonds. The Bonds shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof and shall be numbered consecutively upwards in order of their issuance in accordance with the bond register maintained by the Trustee as registrar.

(B) Interest on the Bonds shall be payable on January 1 and July 1 of each year commencing on the date set forth in the Indenture or Supplemental Indenture authorizing such series of Bonds. Interest shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30)-day months.

(C) The principal of any Bond shall be payable on January 1, to the registered owner thereof or his or her assigns upon surrender thereof at the principal corporate office of the paying agent or the Trustee. The interest on the Bonds shall be paid by check or draft mailed by the paying agent or the Trustee on each Interest Payment Date to the persons in whose names the Bonds are registered on the Record Date, irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Issuer shall default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable on a payment date established by the Trustee to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee as a registrar to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts. The Issuer may provide for the payment of public and private debts. The Issuer may provide for the payment of principal of and interest on the Bonds held by any Bondholder in amounts aggregating One Million Dollars (\$1,000,000) or more by wire transfer or by such other method as may be acceptable to the Trustee and such Bondholder.

(D) The specific terms of the Bonds of each series subsequent to the Series 1994 Bonds shall be as provided in the Supplemental Indenture authorizing the issuance of such series. Each Supplemental Indenture shall specify the following:

- (1) The date of issue;
- (2) Maturities, mandatory and optional Maturities, term or terms of Bonds and the determination thereof;
- (3) Interest rates and provisions, if any, for determining the interest rate to be borne on Variable Rate Bonds (and other matters related thereto specified herein) and provisions for non-interest bearing Bonds, as necessary;
- (4) The first Interest Payment Date for such series of Bonds;
- (5) The authorized principal amount of such series of Bonds;
- (6) Provisions, if any, for redemption and the terms and conditions thereof;
- (7) The purpose or purposes for which the Bonds of such series are being issued;
- (8) Provisions for the sale or other disposition of the Bonds and the use and application of the proceeds of such sale or other disposition;
- (9) The respective form of each type of Bond issued thereunder.

(E) The Series 1994 A Bonds maturing on or after _____, ____ shall be subject to redemption by the City at its option on or after _____, ____ in whole or in part at any time, upon notice given within the time, in the manner and with the effect provided by the provisions of Article III of this Indenture, in the principal amount and maturity or maturities selected by the City in its sole discretion (less than all of said Bonds of a single maturity to be selected by lot in such manner as may be designated by the Trustee) at the following redemption prices (expressed as percentages of the principal amount to be redeemed) plus accrued interest to the redemption date:

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<u>Period During Which Redeemed (Both Dates Inclusive)</u>	<u>Redemption Price</u>
____, ____ through ____ , ____	102%
____, ____ through ____ , ____	101%
____, ____ and thereafter	100%

(F) The Series 1994 B Bonds maturing on or after _____, ____ shall be subject to redemption by the City at its option on or after _____, ____ in whole or in part at any time, upon notice given within the time, in the manner and with the effect provided by the provisions of Article III of this Indenture, in the principal amount and maturity or maturities selected by the City in its sole discretion (less than all of said Bonds of a single maturity to be selected by lot in such manner as may be designated by the Trustee) at the following redemption prices (expressed as percentages of the principal amount to be redeemed) plus accrued interest to the redemption date:

<u>Period During Which Redeemed (Both Dates Inclusive)</u>	<u>Redemption Price</u>
____, ____ through ____ , ____	102%
____, ____ through ____ , ____	101%
____, ____ and thereafter	100%

(G) For purposes of this Indenture, each _____ from _____, ____ to and including _____, ____ and each _____ from _____, ____ to and including _____, ____ is considered a "Sinking Fund Installment Date" for the Series 1994 A Term Bonds.

The City hereby establishes for the retirement of the Series 1994 A Term Bonds, maturing on _____, ____ on each Sinking Fund Installment Date, Sinking Fund Installments in the following amounts:

<u>of the Year</u>	<u>Sinking Fund Installment</u>
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(H) For purposes of this Indenture, each _____ from _____, ____ to and including _____, ____ and each _____ from _____, ____ to and including _____, ____ is considered a "Sinking Fund Installment Date" for the Series 1994 B Term Bonds.

The City hereby establishes for the retirement of the Series 1994 B Term Bonds, maturing on _____, ____ on each Sinking Fund Installment Date, Sinking Fund Installments in the following amounts:

<u>of the Year</u>	<u>Sinking Fund Installment</u>
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Not less than forty (40) days prior to each Sinking Fund Installment Date on which a Sinking Fund Installment is due, the Trustee shall select by lot, in such manner as may be designated by the Trustee, the Series 1994 Term Bonds to be redeemed in the amount of such Sinking Fund Installment and shall promptly give notice of redemption of such Series 1994 Term Bonds within the time, in the manner and with the effect provided by the provisions of Article III of this Indenture, which notice shall state that the Series 1994 Term Bonds to be redeemed are being redeemed through operation of a mandatory redemption sinking fund. The Trustee shall apply moneys in the Debt Service Account to the redemption of the selected Series 1994 Term Bonds on the Sinking Fund Installment Date, at a Redemption Price equal to one hundred percent (100%) of such principal amount, plus accrued interest to the redemption date.

Section 2.04. Issue Date. The issue date of the Series 1994 Bonds is _____, 1994.

Section 2.05. Maturities and Interest Rates. (A) The Series 1994 A Bonds shall be repaid annually as to principal and semi-annually as to interest commencing on January 1, 1995 as set forth in the following table:

<u>Year</u>	<u>Principal Due January 1</u>	<u>Interest Rate</u>
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(B) The Series 1994 B Bonds shall be repaid annually as to principal and semi-annually as to interest commencing on January 1, 1995 as set forth in the following table:

Year	Principal Due January 1	Interest Rate

Section 2.06. Registrar and Paying Agent. The _____ is hereby appointed the Registrar and Paying Agent for the Bonds.

Section 2.07. Sale of Series 1994 Bonds. The Series 1994 Bonds shall be sold in accordance with the Purchase Agreement, at such price, in such manner and on the terms and conditions and upon the basis of the representations set forth therein.

Section 2.08. Delivery. After execution as herein provided, the Series 1994 Bonds shall be authenticated by the Trustee and shall be delivered to the purchaser thereof in accordance with the Purchase Agreement.

Section 2.09. Source of Payment of Bonds. The Bonds and all payments by the City hereunder are limited obligations of the City and are payable solely out of the Trust Estate as expressly provided in this Indenture.

Section 2.10. Execution. The Bonds shall be executed in the name of the City by the manual or facsimile signature of its Mayor, shall have impressed or imprinted thereon the official seal of the City or a reproduced facsimile thereof and shall be attested by the manual or facsimile signature of the City Clerk. In case any officer of the City who shall have signed or sealed any Bond shall cease to be such officer before such Bond shall have actually been authenticated by the Trustee or delivered and issued, such Bond may be authenticated, delivered and issued with the same effect as though the person who had signed and sealed such Bond had not ceased to be an officer of the City.

Section 2.11. Authentication. Only Bonds authenticated by the endorsement thereon of a certificate of authentication manually executed by an Authorized Officer of the Registrar and Paying Agent, shall be valid for any purpose, or be secured by this Indenture, or be entitled to any benefit hereunder; and every certificate of the Registrar and Paying Agent upon any Bond purporting to be secured hereby shall be conclusive evidence that such Bond so authenticated has been duly authenticated and delivered hereunder.

Section 2.12. Delivery of the Series 1994 Bonds. The Series 1994 Bonds shall be delivered upon the written request of the City and upon receipt by the Trustee of the purchase price thereof as set out in the Purchase Agreement and receipt by the Trustee of the following items:

(A) The Bond Ordinance authorizing the execution and delivery of the Bond Documents, the authentication and delivery of the Series 1994 Bonds and the lending of the proceeds thereof to the City pursuant to the Bond Ordinance;

(B) An opinion of Bond Counsel stating that the Series 1994 Bonds are the legal, valid, and binding limited obligations of the City entitled to the benefits of and secured by the lien of this Indenture equally and ratably, except as expressly provided in or permitted by this Indenture;

(C) An Officer's Certificate of the City dated the date of the authentication and delivery of the Series 1994 Bonds and stating that, if the Series 1994 Bonds were then Outstanding, no Event of Default would exist and that the conditions precedent provided for in this Indenture relating to the authentication and delivery of the Series 1994 Bonds have been complied with; and

(D) An executed copy of this Indenture.

Provided that the Trustee shall have no duty to inquire into the accuracy, completeness, or validity of any of the foregoing, the Trustee shall disburse the amounts received as provided in Article IV upon delivery of the Series 1994 Bonds.

Section 2.13. Additional Bonds. (A) One or more Series of Bonds in addition to the Series 1994 Bonds (herein referred to as "Additional Bonds") may be authenticated and delivered from time to time for the purpose

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or purposes of financing additional Projects or for the purpose of refunding all or a portion of the Outstanding Bonds. Additional Bonds may only be issued as provided in this section.

(B) Prior to the authentication and delivery of Additional Bonds, the Trustee shall receive:

- (1) The written request of the City;
- (2) The Bond Ordinance authorizing the execution and delivery of the Additional Bonds;
- (3) An Officer's Certificate of the City dated the date of the authentication and delivery of the any such Additional Bonds stating that, no Event of Default exists and that the conditions precedent as provided for in this Indenture, relating to the authentication and delivery of such Additional Bonds, have been complied with;
- (4) A Supplemental Indenture executed by the City and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof (including the form of the Additional Bonds), and providing for the disposition of the proceeds of the sale of the Additional Bonds;
- (5) The purchase price for the Additional Bonds as specified in the Purchase Agreement;
- (6) An Officer's Certificate of the City certifying that the requirements set forth in Section 2.13(C) or Section 2.13(D) hereof have been met; and
- (7) An opinion of Bond Counsel to the effect that the issuance and sale of Additional Bonds are the legal, valid, and binding limited obligations of the City entitled to the benefits of and secured by the lien of this Indenture equally and ratably, except as expressly provided in or permitted by this Indenture or any supplemental Indenture and will not result in loss of the exclusion of the interest on the Series 1994 Bonds and any Outstanding Additional Bonds from gross income of the Holders for federal income tax purposes.

Provided that the Trustee shall have no duty to inquire into the accuracy, completeness, or validity of any of the foregoing, the Trustee shall disburse the amounts received as provided in Article IV upon delivery of any Additional Bonds.

(C) Except as provided in Section 2.13(D), no Additional Bonds may be issued hereunder unless the conditions set forth below are satisfied:

- (1) There is no default existing in Bond Payments;
- (2) All deposits of Revenues required to be deposited to the Parks Project Revenue Fund have been made;
- (3) On the date the contract is made to sell such Additional Bonds, the Coverage Test is met.

(D) Notwithstanding any other provision of this Section, the City may issue Additional Bonds: (i) to pay, purchase, redeem or refund Bonds if there will be in the judgment of the Authorizing Officer, no money available to make the Bond Payments as such amounts come due; or (ii) to pay, purchase, redeem or refund any Outstanding Bonds if the total amount of the required deposits to the Parks Project Revenue Fund to make Bond Payments immediately after the issuance of such Additional Bonds will not be in excess of such required deposits to make Bond Payments immediately prior to the issuance of such Additional Bonds in each Bond Year in which any Bonds Outstanding immediately prior to the issuance are Outstanding.

(E) Any Additional Bonds issued in accordance with the terms and conditions of this section shall be secured by this Indenture and shall be equally and ratably payable from the Trust Estate, except as expressly provided in or permitted by this Indenture, but such Additional Bonds shall bear such date or dates, such interest rate or rates and have such maturities, redemption dates, denominations and premiums and be in such form as may be agreed upon between the City and the Bond Bank.

Section 2.14. Mutilated, Lost, Stolen or Destroyed Bonds. In case any temporary or definitive Bond issued hereunder shall become mutilated, lost, stolen or destroyed, the City, in its discretion, may execute, and the Registrar and Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, amount, maturity and date, and bearing the same or a different number in exchange and substitution for and upon the cancellation of the mutilated Bond, or in lieu of and substitution for such lost, stolen or destroyed Bond. If any such Bond shall have matured or shall be about to mature, the City may pay such Bond without surrender thereof. In every

case, the applicant shall furnish evidence satisfactory to the Trustee and the Registrar and Paying Agent of the destruction, theft or loss of such Bond and indemnity satisfactory to the Trustee and the Registrar and Paying Agent. The Registrar and Paying Agent may charge for the issuance of such new Bond an amount sufficient to reimburse the Trustee for the expense incurred by it in the issuance thereof.

Section 2.15. Equality of Lien. The pledges and covenants herein set forth to be performed by the City and the Trustee shall be for the equal benefit, protection and security of the Owners of all the Bonds, all of which, without regard to the times of their issuance, their series, or their maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other, except as expressly provided in or permitted by this Indenture. Only the Series 1994 A Bonds, and no other Bonds, shall be payable from or secured by the TIF Revenues and amounts from time to time in the TIF Revenues Debt Service Subaccount.

Section 2.16. Indenture to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners of Bonds and shall be deemed to be and shall constitute a contract among the City, the Trustee and the Owners from time to time of the Bonds.

Section 2.17. Exchangeability of Bonds. Bonds, upon surrender thereof at the principal or corporate trust office of the Registrar and Paying Agent with a written instrument of transfer satisfactory to the Trustee, duly executed by the Owner thereof or his duly authorized attorney, may at the option of the Owner thereof, and upon payment by such Owner of any charges which the Trustee, the Registrar and Paying Agent or the City may make as provided in Sections 2.14 and 2.20, be exchanged for an equal Accreted Value of Bonds of the same Series and maturity of any of the authorized denominations of such Series.

Section 2.18. Negotiability, Transfer and Registration. All Bonds shall be negotiable subject to the provisions for registration, transfer and exchange contained in this Indenture and in the Bonds. So long as any of the Bonds shall remain Outstanding, the City shall cause books for the registration, transfer and exchange of Bonds (the "Bond Register") to be maintained by the Registrar and Paying Agent at its principal or corporate trust office. The City shall register or cause to be registered in such books, and permit to be transferred thereon, under such reasonable regulations as it, the Trustee or the Registrar and Paying Agent may prescribe, all Bonds, and so long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the principal or corporate trust office of the Registrar and Paying Agent.

Section 2.19. Transfer of Bonds. (A) Each Bond shall be transferable only upon the Bond Register by the Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer duly executed by the Owner or his duly authorized attorney satisfactory to the Registrar and Paying Agent who shall act as transfer agent. Upon the transfer of any Bond, the City shall issue in the name of the transferee a new Bond or Bonds of the same Accreted Value, Series and maturity as the surrendered Bond.

(B) The City, the Trustee and the Registrar and Paying Agent may deem and treat the person in whose name any Bond shall be registered on the Bond Register as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, of and interest on such Bond, for notices required hereunder and for all other purposes and all such payments so made to any such registered Owner shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City, the Trustee, nor the Registrar and Paying Agent shall be affected by any notice to the contrary.

Section 2.20. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Registrar and Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. For every such exchange or transfer of Bonds, whether temporary or definitive, the City, the Registrar and Paying Agent or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which 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; otherwise the transfer shall be without charge. The Registrar and Paying Agent shall not be obligated to make any such exchange or transfer of Bonds (i) on or after any Record Date and prior to the next Interest Payment Date, (ii) during the forty-five days preceding the date of any proposed redemption of Bonds, or (iii) during the period of thirty days prior to mailing of a notice of redemption of any Bonds.

Section 2.21. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Registrar and Paying Agent when such payment or redemption is made, and

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such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may be destroyed by the Registrar and Paying Agent, who shall prepare a certificate of destruction executed by an Authorized Officer describing the Bonds so destroyed which shall be filed with the City.

Section 2.22. Form of Series 1994 Bonds. (A) The Series 1994 A Bonds, the Trustee's Certificate of Authentication thereon and the form of assignment shall be substantially in the form attached hereto as Exhibit A. The omissions shall be appropriately completed prior to delivery of the Series 1994 A Bonds.

(B) The Series 1994 B Bonds, the Trustee's Certificate of Authentication thereon and the form of assignment shall be substantially in the form attached hereto as Exhibit B. The omissions shall be appropriately completed prior to delivery of the Series 1994 B Bonds.

(End of Article II)

ARTICLE III REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds. Bonds of a particular series may be redeemed either in whole or in part prior to their respective maturity dates, at such times and under such circumstances as may be set forth in this Indenture or the Supplemental Indenture authorizing the issuance of such series of Bonds.

Section 3.02. Notice of Redemption. (A) When the Trustee shall receive notice from the City of its election to redeem all or any portion of a series of Bonds or when the City is required to redeem certain Bonds pursuant to the provisions hereof, the Trustee shall give notice of the redemption by first-class mail, unless waived by any Owner of the Bonds. Such notice shall specify the maturities of the series of Bonds to be redeemed, the redemption date and the place or places where the Redemption Price will be payable. Such notice shall further state that on such date there shall become due and payable, the Redemption Price thereof together with interest accrued to the redemption date, and that from and after such date interest with respect to such maturities shall cease to accrue and be payable. The Trustee shall mail a copy of such notice, postage prepaid, by certified mail, not less than 30 days nor more than 60 days prior to the redemption date to the Owner of the Bonds, at the last address appearing upon the Bond Register.

(B) Failure to give any notice described above for redemption by mailing or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds, provided that the Owner of the Bonds becomes aware of the City's intent to redeem such Bonds in time to comply with the redemption provisions set forth in Article III of the Bond Bank Indenture. Bonds redeemed will cease to bear interest for the maturities redeemed on the specified redemption date, and shall no longer be protected by this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture, provided that funds for such redemption are on deposit at the place of payment at that time.

Section 3.03. Selection of Bonds to be Redeemed. If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of the denominations authorized for such Bonds. For purposes of redemption, each authorized denomination of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount, series, and maturity of the particular Bonds to be redeemed shall be selected by the Issuer and the Trustee shall select the particular Bonds to be redeemed by lot within a series and maturity in such manner as the Trustee may determine.

Section 3.04 Redemption Payments. Prior to the date fixed for redemption, the City shall deposit funds with the Trustee in an amount which, together with other available moneys held by the Trustee, will be sufficient to pay the Redemption Price of the Bonds or portions thereof called for redemption, together with accrued interest thereon to the redemption date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Bonds. If proper notice of redemption has been given as provided in Section 3.02 hereof and sufficient funds for redemption shall be on deposit with the Trustee, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.14 hereof with respect to any mutilated, lost, stolen or destroyed Bond. Upon surrender of any Bond in a denomination greater than Five Thousand Dollars (\$5,000) which has been called for redemption in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the owner thereof, without charge, a new registered Bond or Bonds of like series and maturity in any authorized denominations in an aggregate principal amount equal to the unredeemed portion of the bond surrendered. Any notice of redemption of Bonds shall not be effective if sufficient funds shall not have been deposited on the date fixed for redemption pursuant to the Indenture, and such event shall not constitute an Event of Default under the Indenture and such Bonds

or portions thereof shall continue to bear interest until paid at the same rate as if such Bonds had not been called for redemption.

Section 3.05. Cancellation. All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the City.

Section 3.06. Release Concerning Redeemed Bonds. If the amount necessary to redeem any Bonds called for redemption shall have been deposited with the Trustee for that purpose on or before the date specified for such redemption, and if a notice pursuant to Section 3.02 hereof shall have been duly given and all proper charges and expenses of the Trustee in connection with such redemption shall have been paid or provided for, the City shall be released from all liability on such Bonds, and such Bonds shall no longer be deemed to be Outstanding hereunder. Thereafter, such Bonds shall not be secured by the lien of this Indenture, and the holders thereof shall look only to the Trustee for payment thereof, and not otherwise.

(End of Article III)

**ARTICLE IV
ACCOUNTS, INVESTMENTS AND RELATED MATTERS**

Section 4.01. Establishment of Accounts. The City hereby establishes and creates the following special trust accounts:

(A) City of Indianapolis Construction Account ("Construction Account").

(1) City of Indianapolis Parks Project Subaccount ("Project Subaccount");

(2) City of Indianapolis Parks Project Capitalized Interest Subaccount ("Capitalized Interest Subaccount").

(B) City of Indianapolis Parks Project Debt Service Account ("Debt Service Account").

(1) City of Indianapolis Parks Project Series 1994 A Subaccount ("TIF Revenues Debt Service Subaccount");

(2) City of Indianapolis Parks Project Series 1994 B Sub-account ("Common Debt Service Subaccount").

(C) City of Indianapolis Parks Project Rebate Account ("Rebate Account").

Section 4.02. Identification of Accounts. All such Accounts shall be held and maintained by the Trustee and shall be identified by the City and the Trustee in such manner as to distinguish such Accounts from the accounts established by the City for any other of its obligations. All moneys or securities held by the Trustee pursuant to this Indenture shall be held in trust and applied only in accordance with the provisions of this Indenture. The City or the Trustee may establish such subaccounts of the Accounts as they may in their discretion determine to be appropriate to comply with the provisions of this Indenture, but such designation shall not affect the characterization of moneys held in any such subaccounts as being held in the Account related thereto for purposes of this Indenture.

Section 4.03. Construction Account. (A) The Issuer shall establish and hold within the Construction Account a separate account for each Project designated with the name of the particular Project as the "Series _____ Project Subaccount," into which moneys for such Project shall be deposited from proceeds of Bonds deposited to the Construction Account. Moneys deposited to the credit of the Project Subaccount shall be used for repayment of interim indebtedness incurred with respect to one or more components of a Project or for the cost of acquiring, constructing, improving, and equipping a Project.

(B) The Issuer shall establish and hold within the Construction Account a separate account for each series of Bonds designated by the series of such Bonds as "Series _____ Capitalized Interest Subaccount" into which certain moneys shall be deposited from proceeds of Bonds deposited to the Construction Account. Moneys deposited to the credit of such series of the Capitalized Interest Subaccount shall be used for payment of interest on Bonds during construction and a reasonable period thereafter, and shall be transferred to the Debt Service Account in the amounts and on the dates set forth herein or in the Supplemental Indenture authorizing

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the issuance of such series of Bonds. If amounts held in the Capitalized Interest Subaccount on the last date for transfer to the Debt Service Account as set forth in the Supplemental Indenture authorizing the issuance of such series of Bonds exceed the amount required to be transferred on such date, such excess amount in the Capitalized Interest Subaccount shall also be transferred to the Debt Service Account on such date.

(C) There shall be deposited in the Series 1994 B Capitalized Interest Subaccount \$ _____ from the proceeds of the sale of the Series 1994 B Bonds representing capitalized interest and the Trustee shall transfer such moneys to the Debt Service Account to provide for the payment of interest on Bonds as and when scheduled in Exhibit C.

(D) There shall be deposited in the Series 1994 B Project Subaccount: (i) \$ _____ from the proceeds of the sale of the Series 1994 B Bonds; and (ii) any other amounts required to be deposited therein pursuant to this Indenture. Such monies shall be applied to the costs of the Initial Project as and to the extent permitted in subsection (E) below.

(E) The Trustee shall apply moneys in the Project Subaccount to the costs of the Project including, but not limited to, the following items:

(1) the cost of the Project;

(2) the cost of acquisition of all land, rights-of-way, property, rights, easements and any other legal or equitable interests acquired by the City for the Projects including the cost of any relocations incident to the acquisition;

(3) the cost of demolishing or removing any buildings, structures or improvements on property acquired by the City, including the cost of:

(a) acquiring any property to which the buildings, structures or improvements may be moved;
or

(b) acquiring any property which may be exchanged for property acquired by the City;

(4) engineering and legal expenses, costs of plans, specifications, surveys, estimates and any necessary feasibility studies;

(5) other expenses necessary or incident to determining the feasibility or practicability of the Project;

(6) administrative expenses of the City relating to the Project;

(7) reimbursement of the City for:

(a) any cost, obligation or expense incurred by the City relating to the Project;

(b) advances relating to the Project from the City for surveys, borings, preparation of plans and specifications, or engineering services;

(c) any other cost of the Project incurred by the City or paid from advances;

provided that such reimbursements shall meet the requirements set forth in United States Treasury Regulation 1.150-2 as amended or replaced as of the date of the issuance of the related series of Bonds:

(8) other expenses the City finds necessary or incident to the Project, the Cost of Issuance for the Project and the placing of the Project in operation;

(9) transfer of funds at any time to the Rebate Account in order that the amount on deposit therein shall be equal to the Rebate Amount (as defined in the Rebate Memorandum);

(F) Proceeds from the Bonds remaining in the Construction Account or any Project Subaccount on the earlier of the completion of the Project, as evidenced by a Certificate of Completion executed by the City, or the date which is three (3) years after the date of this Indenture shall be (i) placed in an escrow account; (ii) invested in a manner which will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Code; and (iii) used to redeem Bonds on the first date such Bonds are redeemable hereunder. The requirements of this subsection shall be waived by the Trustee if the City files a written opinion of Bond Counsel to the effect

that such a waiver will not cause the interest on the Bonds to be included in the Holders gross income for federal income tax purposes.

All payments from the Project Subaccount shall be made by the Trustee upon presentation of a certificate from an architect or engineer stating that the work has been completed or the materials have been furnished, approved in writing by an Authorized Officer of the City or in the case of any items not subject to certification by the architect or engineer, then upon the presentation of an Officer's Certificate of the City, stating the character of the expenditure, the amount thereof, and to whom due, together with the statement of the creditor as to the amount owing.

(G) Upon certification by the City that sufficient monies are available in the Project Subaccount to fully complete the related Project, additional monies, if any, may be used for any other Project.

Section 4.04. Debt Service Account. (A) The TIF Revenues Debt Service Subaccount shall be funded by deposit therein by the City from TIF Revenues on the 5th Business Day preceding each January 1 and July 1 an amount sufficient to provide a balance within the TIF Revenues Debt Service Subaccount equal to the next subsequent Bond Payment for the Series 1994 A Bonds. Only the Series 1994 A Bonds, and no other Bonds, shall be payable from amounts from time to time in the TIF Revenues Debt Service Subaccount.

(B) The Common Debt Service Subaccount shall be funded by deposit therein by the City of the following:

(1) From Series 1994 Bond proceeds, \$ _____ representing accrued interest;

(2) From the Parks Project Revenue Fund, there shall be transferred to the Debt Service Account on the 5th Business Day preceding each January 1 and July 1 an amount sufficient to provide a balance within the Debt Service Account equal to the next subsequent Bond Payment on the Series 1994 A Bonds, to the extent not full provided for through the transfer made pursuant to the preceding Subsection (A), and all other Bonds;

(3) From revenues or any other source or other funds the City determines necessary and proper for deposit therein or as may be required by this Indenture. The City has no obligation to make deposits other than from the Trust Estate; and

(4) Earnings on moneys in accounts not required to be retained in any Account.

(B) Funds in the Debt Service Account shall be disbursed by the Trustee pursuant to the provisions of Section 2.08 hereof in the following manner:

(1) From the TIF Revenues Debt Service Subaccount an amount to make Bond Payments on the Series 1994 A Bonds, as the same come due, or in advance if directed by the City, as may be permitted herein;

(2) From the Common Debt Service Subaccount an amount to make Bond Payments on the Series 1994 A Bonds, to the extent not full paid pursuant to the preceding clause (1), and all other Bonds, as the same come due, or in advance if directed by the City, as may be permitted herein;

(3) On any redemption date the amounts required for payment of the Redemption Price and interest on the Bonds, to redeem Bonds in the manner provided in Article III hereof;

(4) At any time to the Rebate Account for the purpose of complying with the tax covenants set out in 4.05 hereof; and

(5) At any time to the Trustee, Registrar and Paying Agent or the Bond Bank to pay the fees and expenses of each entity, as set forth in Section 6.04 hereof and in the Bond Bank Indenture.

(D) The City may utilize monies in the Common Debt Service Subaccount for any Project to the extent the balance of such account (together with the balance in the TIF Revenues Debt Service Subaccount available to be applied in the succeeding twelve months to Bond Payments for the Series 1994 A Bonds) exceeds the succeeding twelve months Bond Payments for the Bonds.

Any funds remaining after all the Bonds have been redeemed or defeased, pursuant to the terms hereof, shall be deposited in the Rebate Account if the funds therein are not sufficient for its purposes. Any funds not so

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deposited shall be paid to the City for deposit into the Parks Project Revenue Fund free and clear of the lien of this Indenture.

Section 4.05. Rebate Account. (A) There shall be deposited in the Rebate Account no less frequently than required by the Code all sums required by the Rebate Memorandum. Upon the City's written direction, an amount shall be deposited to the Rebate Account by the Trustee from deposits by the City or from amounts held in the Debt Service Account, if and to the extent required, in order that the amount on deposit therein shall be equal to the Rebate Amount (as defined in the Rebate Memorandum). Computations of the Rebate Amount shall be furnished by or on behalf of the City in accordance with the Rebate Memorandum. The Trustee shall invest all amounts held in the Rebate Account in Investment Securities, subject to the restrictions set forth in the Rebate Memorandum. Money shall not be transferred from the Rebate Account except as provided herein after payment of any outstanding Trustee fees.

(B) Money at any time deposited in the Rebate Account shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount for payment to the federal government of the United States of America, and neither the City, the City nor the Owner of any Bonds shall have any rights in or claim to such money. All moneys deposited into or on deposit in the Rebate Account shall be governed by this Section and by the Rebate Memorandum (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the directions of the City including supplying all necessary information which is reasonably available to the Trustee in the manner provided in the Rebate Memorandum. The Trustee shall not be required to take any actions thereunder in the absence of written directions from the City and shall have no liability or responsibility to enforce compliance by the City with the terms of the Rebate Memorandum. Upon receipt of the City's written directions, the Trustee shall remit part or all of the balances in the Rebate Account to the United States, as so directed. In addition, if the City so directs, the Trustee will deposit moneys into or transfer moneys out of the Rebate Account from or into such Accounts as the City may direct in writing. Any funds remaining in the Rebate Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor satisfactory to the Trustee, shall be remitted to the City for deposit into the Parks Project Revenue Fund.

(C) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section other than from moneys held in Accounts created under this Indenture or from other moneys provided to it by the City.

(D) Notwithstanding any other provisions of this Indenture, the obligation to remit the Rebate Amounts to the United States and to comply with all other requirements of this Section and the Rebate Memorandum shall survive the defeasance or payment in full of the Bonds.

Section 4.06. Application of Bond Proceeds, Accrued Interest and Premium. The proceeds of the sale of any Bonds shall, as soon as practicable upon the delivery of such Bonds by the Trustee, be deposited as provided in this Article IV or in accordance with any Supplemental Indenture authorizing their issuance.

Section 4.07. Investment of Certain Funds. (A) Subject to the right of the City to direct the investment or deposit of funds hereunder, moneys in any Account shall be continuously invested and reinvested or deposited or redeposited by the Trustee in Investment Securities. The City may direct the Trustee to, or in the absence of direction, the Trustee shall, invest and reinvest the moneys in any Account in Investment Securities so that the maturity date or redemption date at the option of the Trustee shall coincide as nearly as practicable with the times at which moneys are to be expended. The Investment Securities purchased shall be held by the Trustee, or for its account as Trustee and shall be deemed at all times to be part of such Account, and the Trustee shall provide the City with monthly reports detailing all such investments. The Trustee shall sell or present for redemption any Investment Securities purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment from such Account. The Trustee may make such investments through its own bond department.

(B) Investment Securities purchased as an investment of moneys in any Account held by the Trustee under the provisions of this Indenture shall be deemed at all times to be a part of such Account. The income or interest earned and gains realized in excess of losses suffered by an Account due to the investment thereof shall remain in such Account.

(C) The Trustee shall sell or present for redemption or exchange, any Investment Securities purchased by it pursuant to this Indenture whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Account for which such investment was made.

(D) In the event the Trustee shall disburse moneys in any Account to acquire accrued interest on any Investment Securities due on the date of such acquisition, such interest when received shall be credited to such Account.

Section 4.08. Valuation and Sale of Investments. (A) In computing the amount in any Account, Investment Securities therein shall be valued at the lower of cost or market.

(B) Except as otherwise provided herein, the Trustee shall sell or present for redemption any Investment Securities whenever it shall be required in writing by an Authorized Officer of the City to do so or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Account held by it. An Investment Security may be credited on a pro-rata basis to more than one Account and need not be sold in order to provide for the transfer of amounts from one Account to another.

(End of Article IV)

**ARTICLE V
COVENANTS REGARDING BONDS, PROJECTS AND SOURCES OF REVENUES**

Section 5.01. Authority For Bonds. The City hereby covenants and agrees that it is duly authorized under the laws of the State of Indiana and under all other applicable provisions of law to create and issue the Bonds herein provided for, to execute and deliver this Indenture, and to pledge and apply the Revenues and monies in the Parks Project Revenue Fund as herein provided; that all corporate and other action on its part for the execution of this Indenture has been duly and effectively taken; that the Bonds when issued and in the hands of the holders thereof will be valid and enforceable obligations of the City according to the import thereof; that this Indenture is and always will be a valid indenture to secure the payment of the Bonds, and that the City has complete and lawful authority and privilege to erect, construct, equip, furnish, operate, control, and manage the Facilities as herein provided.

Section 5.02. Payment of Principal, Premium and Interest. The City hereby covenants and agrees that it will duly and punctually pay or cause to be paid the principal of, redemption premium, if any, and the interest on the Bonds secured or to be secured hereby, at the dates and places, and in the manner provided therein, according to the terms thereof. The foregoing covenant shall include the obligation to use the Revenues and any other legally available funds deposited by the City in the Parks Project Revenue Fund to make such payments.

Section 5.03. Payment of Trustee's and the Bondholders' Costs and Expenses. The City hereby covenants and agrees that it will pay any and all of the costs, charges, and expenses (including reasonably attorney fees) reasonably incurred or paid at any time by the Trustee or any successor Trustee or by the holder of any of the Bonds because of the failure on the part of the City to perform, comply with, and abide by each and every of the stipulations, agreements, conditions, and covenants of the Bonds and this Indenture, or either of them.

Section 5.04. Parks Project Revenue Fund. (A) Upon receipt by the Department, all Revenues shall be deposited into the Parks Project Revenue Fund. The City shall invest the Parks Project Revenue Fund solely in Investment Securities.

(B) Except as permitted under Section 5.04(C) or to make a transfer to the Debt Service Account, (1) no monies or investments in the Revenue Fund shall be transferred from the Parks Project Revenue Fund and (2) the Parks Project Revenue Fund shall not be pledged, encumbered or otherwise used in a manner which causes the monies or Investment Securities therein to be used to pay or secure any obligations of the City except for the Bonds.

(C) When the balance of moneys held from time to time within the Parks Project Revenue Fund exceeds the Minimum Balance, upon the approval and appropriation of the Board, such moneys exceeding the Minimum Balance may (i) be used to provide for the payment of capital or operating expenditures for golf-related purposes, or (ii) be transferred to the golf general fund of the Department, or some combination thereof.

Section 5.05. Right to the Use and Occupancy of the Facilities and Not to Encumber Same. The City hereby covenants and agrees that it has a valid and existing right to the use and occupancy of the Facilities and the right to construct, equip, furnish, operate, and manage the Projects; that it will not encumber such property or the income therefrom and that it will not, while any Bonds are Outstanding hereunder encumber the title to or pledge or agree to pay to others the income from the Facilities except to provide for normal and reasonable expenses of operation and maintenance in the ordinary course of such activities; that it will, within three (3)

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months after the same shall accrue, pay and discharge or cause to be paid and discharged, all lawful claims and demands of mechanics, laborers, and others which if unpaid might by law become further liens upon the Facilities.

Section 5.06. Construction of Projects. The City hereby covenants and agrees that following the issuance of each series of Bonds it will cause the Projects for which such Bonds are issued to be completed with all reasonable dispatch.

Section 5.07. Maintenance, Repairs, Application of Revenues, Operation of Facilities . The City hereby covenants and agrees that subject to the right of transfer, abandonment, disposition, or removal, as permitted and provided by Section 5.10 hereof, it will, at all times from revenues made available for such purpose, maintain, preserve, and keep, or cause to be maintained, preserved and kept all of the Facilities and betterments thereto and every part and parcel thereof in good repair, working order, and operating condition and will continuously operate the Facilities on a revenue producing basis. Notwithstanding any provision of this Indenture to the contrary, the City shall have, and the City hereby reserves, the right, power, and authority, exercisable by the City in its sole and uncontrolled discretion without any limitation or restriction whatsoever by virtue of this Indenture (a) to acquire property for and to erect, construct, equip, furnish, operate, control, manage, and use and apply the income of, facilities which are not included in the Facilities (not existing or hereafter acquired) so long as Bonds have not been issued, authenticated, and delivered under the terms of this Indenture for such facilities; (b) to issue and sell bonds under the provisions of the Act, or otherwise, for the purpose of raising funds to acquire property for and to erect, construct, equip, furnish, operate, control, and manage such facilities, which bonds shall not be secured by this Indenture; and (c) to raise, acquire, or provide funds in any manner other than by the issuance and sale of bonds under this or any other indenture for the purpose of acquiring property for or to erect, construct, equip, furnish, operate, control, and manage such additional facilities which are not included in the Facilities.

Section 5.08. Taxes. The City hereby covenants and agrees that it will pay and discharge all taxes, assessments, and governmental charges which shall be lawfully imposed upon the Facilities; provided, however, that the City shall not be required to pay any such tax, assessment, charge, or claim so long as the City in good faith and by appropriate legal proceedings shall contest the validity thereof or its enforceability as a lien; and provided, further, that any such delay occasioned thereby shall not subject the Facilities or any part thereof to forfeiture or sale.

Section 5.09. Rates and Charges. The City hereby covenants, and agrees that it will establish and collect, or cause to be established and collected, rates and charges for the use and occupancy of the Facilities so as to generate in each Bond Year Net Revenues equal to no less than the sum of:

- (a) an amount equal to 1.25 times the Minimum Balance; and
- (b) any other amounts reasonably required or anticipated to be paid from the Parks Projects Revenue Fund with respect to such Bond Year in accordance with the Indenture, including estimated amounts to be spent on each Facility for major repairs and improvements.

Section 5.10. Sale, Transfer, Abandonment or Other Disposition of Facilities. (A) The City covenants and agrees not to sell, transfer, abandon, or otherwise dispose of or remove from service any Facility, or any portion thereof, except as provided in this Section 5.10.

(B) The City may, during any Bond Year, sell, transfer, abandon, or otherwise dispose of or remove from service any Facility, or any portion thereof, if it delivers to the Trustee an Officer's Certificate to the effect that the Coverage Test is met.

(C) The City may sell, transfer, abandon, or otherwise dispose of or remove from service any Facility, or a portion thereof, if it delivers to the Trustee an Officer's Certificate to the effect that (i) an additional facility (a "Replacement Facility") will replace those being sold, transferred, abandoned, or otherwise disposed of or removed from service; (ii) the Revenues from such Replacement Facility are pledged pursuant to a Supplemental Indenture and Section 5.15 herein; (iii) the City adopts an Ordinance requiring the deposit of the revenues from such Replacement Facility into the Parks Project Revenue Fund; and (iv) either (a) the Net Revenues from the Replacement Properties as projected by the Authorized Officer executing the Officer's Certificate in the case of a Facility for which historical Net Revenues are not available is expected to be greater than or equal to the Net Revenues from the Facility being replaced or (b) the Net Revenues from the Replacement Properties as compiled by the Authorized Officer executing the Officer's Certificate in the case of a Facility for which historical Net Revenues are available, is greater than or equal to the Net Revenues from the Facility being replaced.

Section 5.11. Inspection of Facilities by Trustee or Bondholders. The City hereby covenants and agrees that it will at all reasonable times, as long as any of the Bonds are Outstanding, permit the Trustee or any holder or holders of twenty-five percent (25%) or more in aggregate principal amount of Bonds then Outstanding to inspect the facilities comprising the Facilities or any portion thereof.

Section 5.12. Record Keeping. The City hereby covenants and agrees that it will, so long as any of the Bonds issued hereunder remain Outstanding and unpaid, keep or cause to be kept proper and separate books of accounts and records in which full, true, and correct entries will be made of all dealings and transactions relating to the properties, business, and financial affairs of the City as related to the Facilities.

Section 5.13. Inspection of Records by Trustee. The City hereby covenants and agrees that the books, documents, and vouchers relating to the Facilities will at all reasonable times be opened to inspection by authorized agents of the Trustee.

Section 5.14. Tax Exempt Status of Bonds.

(A) The City hereby covenants and agrees that it will not permit the Projects to be used in such manner as would result in the loss of the exclusion of interest on any Bonds the interest which is intended to be excludable from gross income for federal income tax purposes under Section 103 of the Code (the "Tax Exempt Bonds") and the City will not act in any other manner which would adversely affect the exclusion from gross income for federal income tax purposes of interest on such Tax Exempt Bonds.

(B) The City and the Trustee each covenant and agree not to make any investment or do any other act or thing during the period that any Tax Exempt Bonds are Outstanding under this Indenture which would cause any of the Tax Exempt Bonds to become or be classified arbitrage bonds within the meaning of Section 148 of the Code. It is further understood and agreed that the Trustee shall not be required at any time to make any such investment or to do any such act.

(C) The City reserves the right to issue Bonds, the interest on which is not intended to be excludable from gross income for federal income tax purposes under Section 103 of the Code, and in such event and with respect to such Bonds, paragraphs (a) and (b) of this Section 5.14 shall not apply.

(D) It shall not be an event of default under this Indenture if the interest on the Tax Exempt Bonds loses its exclusion from gross income for federal income tax purposes pursuant to any provision of the Code which is not currently in effect on the date of issuance of such Tax Exempt Bonds.

Section 5.15. Additional Security. At any time by a Supplemental Indenture adopted under Article IX hereof, the City may pledge, assign, or grant a security interest in or a lien on any additional funds or source of regular income of the City to the Trustee for the security of the Bonds free and clear of any equal or prior security interest or lien; provided if such source of income is to be included in the computation of the Coverage Test, the definition of Facilities contained herein shall be amended to include such facility and the ordinance establishing the Parks Project Revenue Fund shall be amended to direct the deposit of, and shall pledge, the revenues of such facility. Any such Supplemental Indenture shall be accompanied by an opinion of nationally recognized bond counsel to the effect that a pledge of such additional security is valid, binding, and effective and that the pledge of such additional security will not adversely affect the excludability of interest on the Tax Exempt Bonds from gross income for federal income tax purposes. Upon the execution and delivery of such Supplemental Indenture, the amount of the additional income as to which the Supplemental Indenture supplies shall be added to the amount of Revenues for all purposes hereunder.

(End of Article V)

**ARTICLE VI
MATTERS CONCERNING THE TRUSTEE,
REGISTRAR AND PAYING AGENT**

Section 6.01. Appointment and Acceptance of Duties of Trustee. _____ is hereby appointed as Trustee. The Trustee shall signify its acceptance of the duties and obligations of the Trustee by executing this Indenture.

Section 6.02. Responsibility of the Trustee and Registrar and Paying Agent. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and that neither Trustee nor the Registrar and Paying Agent assumes any responsibility for the correctness of the same. The Trustee makes no representations

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as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or in respect of the security afforded by this Indenture, and the Trustee shall not incur any responsibility in respect thereof. The Trustee, shall, however, be responsible for their representations contained in their respective certificates on the Bonds. The Trustee shall not be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof or the application of any moneys paid to the City. The Trustee shall not be under any responsibility or duty with respect to the application of any moneys paid to any other Trustee. The Trustee and the Registrar and Paying Agent shall not be liable in connection with the performance of its or their duties hereunder except for its or their own negligence or default.

Section 6.03. Evidence on Which Trustee and Registrar and Paying Agent May Act. Neither the Trustee, nor the Registrar and Paying Agent shall incur any liability in acting upon any notice, resolution, ordinance, request, consent, order, certificate, report, opinion, bond or other paper or document believed by such party to be genuine, and to have been signed or presented by the proper party or parties. The Trustee and the Registrar and Paying Agent may consult with counsel, who may be counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by such party hereunder in good faith. Neither the Trustee nor the Registrar and Paying Agent shall be liable to the City, the Owners of any of the Bonds or any other person for any act or omission done or omitted to be done by such party in reliance upon any instruction, direction or certification received by such party pursuant to this Indenture or for any act or omission done or omitted in good faith and without misconduct. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee or the Registrar and Paying Agent shall be sufficiently executed if executed in the name of the City by an Authorized officer.

Section 6.04. Compensation. The City shall pay but solely from the sources provided herein to the Trustee, the Registrar and Paying Agent, the Bond Bank and the trustee and registrar and paying agent under the Bond Bank Indenture from time to time reasonable compensation for all services rendered under this Indenture and the Bond Bank Indenture, and also all reasonable expenses, charges, counsel fees (whether or not litigation ensued and, if so, fees on trial and any appeal therefrom) and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Indenture and the Bond Bank Indenture and the entities referred to above shall have a lien therefor on any and all funds at any time held by it under this Indenture. The Trustee and the Registrar and Paying Agent shall be entitled to reasonable additional compensation for all additional or extraordinary services rendered and expenses (including counsel fees) incurred in connection with an Event of Default.

Section 6.05. Permitted Acts and Functions. The Trustee and the Registrar and Paying Agent may become the Owner of any Bonds, with the same rights it would have if it were not Trustee. The Trustee may act as a depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of the Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding. The Trustee may be an underwriter in connection with the sale of the Bonds or of any other securities offered or issued by the City. The Trustee may delegate its duties hereunder to the Registrar and Paying Agent.

Section 6.06. Resignation of Trustee and/or Registrar and Paying Agent. The Trustee and the Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than sixty days' written notice to the City and mailing notice thereof specifying the date when such resignation shall take effect in accordance with the requirements of Section 12.13, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, as provided in Section 6.09, in which event such resignation shall take effect immediately upon the appointment of such successor.

Section 6.07. Removal of Trustee and/or Registrar and Paying Agent. The Trustee and/or the Registrar and Paying Agent shall be removed by the City if so requested by an instrument or concurrent instruments in writing, filed with the Trustee and/or the Registrar and Paying Agent and the City and signed by the Owners of a majority in principal amount of the Bonds then Outstanding or their attorney-in-fact duly authorized, excluding any Bonds held by or for the account of the City. The City may remove the Trustee and/or the Registrar and Paying Agent at any time, except during the existence of an Event of Default, for such cause as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer of the City.

Section 6.08. Appointment of Successor Trustee or Registrar and Paying Agent. (A) In case at any time the Trustee or Registrar and Paying Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or Registrar

and Paying Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or Registrar and Paying Agent, or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor Trustee or Registrar and Paying Agent. The City shall mail notice of any such appointment made by it in accordance with the requirements of Section 12.13, such mailing to be made within twenty days after such appointment.

(B) If in a proper case no appointment of a successor Trustee or Registrar and Paying Agent shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Trustee or Registrar and Paying Agent shall have given to the City written notice, as provided in Section 12.13, or after a vacancy in the office of the Trustee or Registrar and Paying Agent shall have occurred by reason of its inability to act, the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee or Registrar and Paying Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee or Registrar and Paying Agent.

(C) Any Trustee or Registrar and Paying Agent appointed under the provisions of this Section in succession to the Trustee shall be a trust company or bank having the powers of a trust company within the State, having retained earnings and shareholder's equity at least equal to that of the previous Trustee or Registrar and Paying Agent if there is such a trust company or bank willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture, otherwise, any trust company or bank having powers within or outside the State acceptable to the City.

Section 6.09. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee, but the Trustee ceasing to act shall nevertheless, on the request of the City, or of its successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Upon the effectiveness of the resignation or removal of the Trustee, such Trustee's authority to act pursuant to this Indenture shall terminate and such Trustee shall have no further responsibility or liability whatsoever for performance under this Indenture as Trustee.

Section 6.10. Merger or Consolidation. Any company into which the Trustee and/or the Registrar and Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee and/or the Registrar and Paying Agent may sell or transfer all or substantially all its corporate trust business, provided such company shall be a trust company or bank which is qualified to be a successor to the Trustee and/or the Registrar and Paying Agent and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to the Trustee and/or the Registrar and Paying Agent without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 6.11. Adoption of Authentication. If any of the Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Registrar and Paying Agent may adopt the certificate of authentication of any predecessor Registrar and Paying Agent so authenticating such Bonds and deliver such Bonds. If said Bonds shall not have been authenticated, any successor Registrar and Paying Agent may authenticate such Bonds in the name of the predecessor Registrar and Paying Agent or in the name of the successor Registrar and Paying Agent, and in all such cases such certificate shall have the full force for which it is intended and the Bonds so authenticated shall be deemed Bonds issued pursuant to this Indenture.

Section 6.12. Evidence of Signatures of Owners and Ownership of Bonds. (A) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may

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nevertheless in its sole discretion require further or other proof in cases where it deems the same desirable of the fact and date of the execution by any Owner of the Bonds or his attorney of such instrument may be proved by the Certificate, which need not be acknowledged or verified, of an officer of a bank or trust company, financial institution or member of the National Association of Securities Dealers, Inc. satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Owner of the Bonds may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(B) The ownership of Bonds and the amount, numbers, and other identification, and date of holding the same shall be proved by the Bond Register.

(C) Any request, consent or vote of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 6.13. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture (or microfilm, microcard or similar photographic reproduction thereof) shall be retained in its possession until such time as the Trustee in consultation with the City determines that the retention thereof is no longer necessary, and shall be subject at all reasonable times to the inspection of the City and any Owner of the Bonds and their agents and their representatives, any of whom may request copies thereof, at the expense of the requesting party.

(End of Article VI)

ARTICLE VII DEFAULT AND REMEDIES

Section 7.01. Events of Default. The happening of one or more of the following events shall constitute an "Event of Default":

(A) A default in the due and punctual payment of the principal of, premium, if any, or interest on any Bond when and as the same shall become due and payable;

(B) A default in the performance or observance of any other of the covenants and agreements of the City contained in this Indenture or in the Bonds, and the continuation of such default shall for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the City by the Trustee, or to the City and the Trustee by the Owners of not less than 51% in Outstanding Bonds;

Section 7.02. Acceleration. In each and every case of an Event of Default, and during the continuance of such Event of Default, the Trustee may by notice in writing to the City, and shall upon the written request of the Owners of not less than 25% in principal amount of the Outstanding Bonds, declare the principal of all the Outstanding Bonds, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding.

This provision, however, is subject to the condition that if at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered as hereinafter provided, the City shall pay to or shall deposit with the Trustee a sum sufficient to pay all principal of the Bonds matured prior to such declaration and all matured installments of interest, if any, upon all the Bonds, with interest at the rate borne by the Bonds on such overdue principal and premium, if any, and, to the extent legally enforceable, on such overdue installments of interest, and the reasonable expenses (including its reasonable attorney's fees) of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of principal and of interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured or adequate provision shall have been made therefor, then and in every such case, the Trustee by written notice to the City or the Owners of at least 51% in Outstanding Bonds, by written notice to the City and to the Trustee, may, on behalf of the Owners of all Bonds, rescind and annul such declaration and its consequences but no such rescission and annulment shall extend to or shall affect any subsequent default, nor shall it impair or exhaust any right or power consequent thereon.

Section 7.03. Remedies. In case of an Event of Default, the Trustee shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under this Indenture by a suit, action, or proceeding in equity or at law or otherwise.

Section 7.04. Covenant to Pay Trustee Amounts Due on Bonds and Right of Trustee to Judgment. The City covenants that, if:

(A) default is made in the payment of any interest on any Bond when such interest is due; or

(B) default is made in the payment of the principal of, premium, if any, on any Bond at its maturity or upon redemption, then upon demand by the Trustee, the City will pay to the Trustee for the benefit of the Owners of such Bonds, solely from the Trust Estate, the whole amount then due and payable on such Bonds for principal, premium, if any, and interest, with interest at the respective rate or rates prescribed therefor in the Bonds on overdue principal, premium, if any, and interest, and, in addition thereto, and such further amount as shall be sufficient to pay the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel. If the City fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to sue for and recover judgment for the amount so due and unpaid provided that such a judgment shall be paid solely and only from the Trust Estate.

Section 7.05. Application of Collection Proceeds. The proceeds of any collection efforts shall be deposited in the Debt Service Account, and all moneys in the Debt Service Account shall be applied by the Trustee, pro rata pursuant to Series, as follows:

(A) To the payment of costs and expenses of suit, if any, and of any sale, and the reasonable compensation of the Trustee, its agents and counsel, and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustee or by any Owner or Owners of the Bonds, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior liens subject to which said sale may have been made; then

(B) To fund the Rebate Account if necessary; then

(C) In the following order to the payment of: (i) interest on overdue principal of the Bonds; (ii) interest on the Bonds; (iii) principal of the Bonds, and then

(D) The surplus, if any, shall be paid to the City, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 7.06. Waiver Not to Impair Subsequent Rights. No delay or omission of the Trustee or of any Owner of any of the Bonds to exercise any right or power arising from any default on the part of the City hereunder shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Trustee or Owners of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or impair the rights resulting therefrom, except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing.

Section 7.07. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to the City or the property of the City, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the City or the City for the payment of overdue principal, premium, or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(A) To file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents and counsel) and of the Owners allowed in such judicial proceeding, and

(B) To collect and receive any money or other property payable or deliverable on any such claims and to distribute the same.

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Any custodian, receiver, assignee, trustee, liquidator, sequestrator, or other similar official in any such judicial proceeding is hereby authorized by each Owner of Bonds to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 6.05.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner of Bonds any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner of Bonds in any such proceeding.

Section 7.08. Trustee May Enforce Claims Without Possession of Bonds. All rights of action and claims under this Indenture or the Bonds may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Owners of the Bonds in respect of which such judgment has been recovered.

Section 7.09. Limitation on Suits. No Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy hereunder, unless:

- (A) A default has occurred, and
- (B) Such default shall have become an Event of Default and the Owners of not less than 25% of Outstanding Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder, and
- (C) Such Owner or Owners shall have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request, and
- (D) The Trustee for 60 days after the receipt of such notice, request, and offer of indemnity has failed to institute any such proceeding, and
- (E) No direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of 51% of Outstanding Bonds.

No one or more Owners of Bonds shall have any right in any manner whatever by virtue of any provision of this Indenture to affect, disturb, or prejudice the rights of any other Owners of Bonds, or to obtain or to seek to obtain priority or preference over any other Owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Section 7.10. Unconditional Right of Owners to Receive Principal, Premium and Interest. Notwithstanding any other provision of this Indenture, the Owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of, premium, if any, and interest on such Bond on the dates expressed in such Bond (or, in the case of redemption, on the redemption date), but solely from the Trust Estate and the Owner of any Bond shall have the right to institute suit for the enforcement of any such payment from the Trust Estate, and such rights shall not be impaired without the consent of such Owner.

Section 7.11. Restoration of Positions. If the Trustee, the City or any Owner of a Bond has instituted any proceeding to enforce any right or remedy under this Indenture by appointment of receiver or otherwise and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Trustee, the City or to such Owner, then and in every such case the City, the Trustee and the Owners shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Trustee, the City and the Owners shall continue as though no such proceeding had been instituted.

Section 7.12. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or the Owners of the Bonds is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of

any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.13. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or the Owners of the Bonds may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or such Owners, as the case may be.

Section 7.14. Control by Owners of Bonds. The Owners of a 51% of Outstanding Bonds shall have the right, during the continuance of an Event of Default:

(A) To require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds or otherwise; and

(B) To direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder, provided that:

(1) such direction shall not be in conflict with any rule of law or this Indenture, and

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Owners not taking part in such direction, provided that the Trustee shall not be liable for any adverse consequences of any such determination made in good faith or for not making such determination where such is done in good faith.

Section 7.15. Suits to Protect the Trust Estate. The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Owners of the Bonds in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule, or order would impair the security hereunder or be prejudicial to the interests of the Owners of the Bonds or the Trustee.

Section 7.16. Remedies Subject to Applicable Law. All rights, remedies, and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable, or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

(End of Article VII)

**ARTICLE VIII
EVIDENCE OF RIGHTS OF OWNERS**

Section 8.01. Instruments of Consent. Any request, consent or other instrument required by this Indenture to be signed and executed by Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Owners in person or by an agent duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the City if made in the manner provided in this Article.

Section 8.02. Proof of Execution. The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof. Where such execution shall be by an officer of a corporation or association or a member of a partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

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Section 8.03. Proof of Ownership of Bonds. The ownership of Bonds shall be proved by the Bond Register. Any request, consent or vote of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the City in pursuance of such request, consent or vote.

Section 8.04. Bonds Owned by City. In determining whether the Owners of the requisite aggregate principal amount of Bonds shall have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which shall be owned by the City or by any person directly or indirectly controlling or controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver only Bonds which the Trustee shall know to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purpose of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under common control with the City. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

(End of Article VIII)

ARTICLE IX SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures Not Requiring Owner Consent. The City, when authorized by ordinance, from time to time and at any time, subject to the conditions and restriction of this Indenture, may enter into Supplemental Indentures for any one or more of all of the following purposes:

(A) To add to the covenants and agreements of the City under this Indenture, or to surrender any right or power herein reserved by or conferred upon the City;

(B) To make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective or inconsistent provisions contained in this Indenture as the City may deem necessary or desirable and not inconsistent with this Indenture and which shall not adversely affect the interests of the Owners of the Bonds,

(C) To subject, describe or redescribe any property subjected or to be subjected to the lien of this Indenture;

(D) To authorize the issuance of Additional Bonds as provided in Section 2.13 hereof;

(E) Any other amendment which would not have a material adverse affect on the Holders of the Bonds;
or

(F) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect, and, for the purpose of such qualification, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939 or similar federal statute.

Any Supplemental Indenture authorized by the provisions of this Section may be executed by the City and the Trustee without the consent of the Owners of any Outstanding Bonds, notwithstanding any of the provisions of Section 9.02, but the Trustee shall not be obligated to enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 9.02. Supplemental Indentures Requiring Owner Consent. (A) With the consent of the Owners of not less than 51% in Outstanding Bonds, the City, when authorized by ordinance may from time to time and at any time enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any Supplemental Indenture; provided, however, that no such Supplemental Indenture shall (i) extend the maturity of any Bond or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Owners of Bonds required to approve any such supplemental indenture, without the consent of the Owners of all the Outstanding Bonds. Upon receipt by the Trustee of a duly passed legal, valid and binding ordinance of the City authorizing the execution of any such Supplemental

Indenture, and upon the filing with the Trustee of evidence of the consent of Owners, as aforesaid, the Trustee shall join with the City in the execution of such Supplemental Indenture unless such Supplemental Indenture shall affect the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such Supplemental Indenture.

(B) It shall not be necessary for the consent of the Owners of the Bonds under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Section 9.03. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture pursuant to the provisions of this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City, the Trustee and all Owners of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.04. Reliance on Opinion of Counsel. The Trustee may rely on an Opinion of Counsel as evidence that any supplemental indenture executed pursuant to the provisions of this Article complies with the requirements of this Indenture.

(End of Article IX)

ARTICLE X DEFEASANCE

Section 10.01. Discharge and Satisfaction. (A) The covenants, liens and pledges entered into, created and imposed pursuant to this Indenture may be fully discharged and satisfied with respect to the Bonds in any one or more of the following ways:

- (1) By paying all of the principal, premium, if any, and interest on the Bonds, when the same become due and payable; or
- (2) By depositing with the Trustee in the manner provided by this Indenture and for such purpose, at or before the date or dates of maturity or redemption, money in the necessary amount to pay or redeem all of the Bonds and the premium, if any, and interest thereon accrued to the date of payment; or
- (3) By depositing with the Trustee, and for such purpose, at or before the dates of maturity or redemption, Government Obligations in an amount sufficient, including any income or increment to accrue thereon, but without the necessity of any reinvestment, to pay or redeem all the Bonds and the interest thereon accrued to the date of payment in accordance with their terms; or
- (4) By delivery to the Trustee, for cancellation by it, of all unpaid Bonds;

and in each case by the payment or adequate provision for payment of all other sums payable hereunder by the City.

(B) Upon such complete discharge and satisfaction, this Indenture shall, subject to the provisions of Section 10.03 hereof, cease, determine and become null and void, and thereupon the Trustee shall, upon the written request of the City, and upon receipt by the Trustee of an Officer's Certificate from the City and Counsel's Opinion, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Indenture which shall be without prejudice to the rights of the Trustee to charge and be reimbursed by the City for any expenditures which it may thereafter incur in connection therewith.

Section 10.02. Partial Discharge and Satisfaction. (A) The covenants, liens and pledges entered into, created and imposed pursuant to this Indenture may be partially discharged and satisfied with respect to any Bonds in any one or more of the following ways:

- (1) By paying all of the principal, premium, if any, and interest on such Bonds, when the same become due and payable; or

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(2) By depositing with the Trustee in the manner provided by this Indenture and for such purpose, at or before the date or dates of maturity or redemption, money in the necessary amount to pay or redeem such Bonds and the premium, if any, and interest thereon accrued to the date of payment; or

(3) By depositing with the Trustee, and for such purpose, at or before the dates of maturity or redemption, Special Government Obligations in an amount sufficient, including any income or increment to accrue thereon, but without the necessity of any reinvestment, to pay or redeem such Bonds and the interest thereon accrued to the date of payment in accordance with their terms: or

(4) By delivering such Bonds to the Trustee for cancellation.

and in each case by the payment or adequate provision for payment of all other sums payable hereunder by the City.

(B) Upon such payment or deposit, the Bonds for which such payment or deposit has been made shall no longer be subject to or entitled to the protection of this Indenture and as to such Bonds the Indenture shall, subject to the provisions of Section 10.03 hereof, cease, determine and become null and void.

Section 10.03. City's Liability Terminated. Upon the deposit with the Trustee of money or securities in the amount required by Section 10.01 or Section 10.02 hereof, provided that if the Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as provided herein, or such provisions satisfactory to the Trustee shall have been made for the giving of such notice, all liability of the City with respect to the Bonds to be redeemed shall cease, determine and be completely discharged and the Owners thereof shall thereafter be entitled only to payment out of the money or securities of the City deposited with the Trustee as aforesaid for their payment. Notwithstanding the foregoing provisions of this Section 10.03, the covenants of the City in Section 12.01 shall survive and continue in effect until all Bonds and the interest thereon have been paid in full.

(End of Article X)

ARTICLE XI INSURANCE

Section 11.01. Fire and Extended Coverage Insurance. The City covenants to maintain for so long as any of the Bonds are Outstanding hereunder, fire and extended coverage insurance on all insurable portions of the Facilities. The City shall maintain so long as any of the Bonds are Outstanding hereunder public liability insurance with respect to operations of the Facilities with coverage and limits consistent with sound insurance practices of owners of similar facilities. The City shall deposit with the Trustee, at such time as the Trustee may reasonably request, a detailed statement of the policies of insurance then outstanding and in force.

All of the policies of insurance referred to above shall be with companies and in amounts satisfactory to the Trustee and may provide for deductions of up to _____ Dollars (\$_____), as adjusted annually for inflation pursuant to the Implicit Price Deflator for State and Local Government Purchases published by the Department of Commerce of the United States of America or any successor index.

In the event that the City in good faith determines that any insurance required above is not commercially available at a reasonable cost with reasonable terms, it shall so certify to the Trustee and notify the Trustee that it proposes to engage an independent insurance consultant to make recommendations regarding the types, amounts, and provisions of any such insurance that should be purchased by the City and alternative or supplementary programs to provide protection against the types of losses and liabilities covered by such insurance. The City may, upon the recommendations of such insurance consultant, adopt alternative and supplemental risk management programs which the City determines to be reasonable and which shall not have a material adverse impact on the Revenues, including, without limitation, the right to self-insure in whole or in part, to organize, either solely or in connection with other institutions or organizations, captive insurance companies, to participate in programs of captive insurance companies organized by others, to establish a self insurance trust fund, to participate in mutual or other cooperative insurance or other risk management programs with other institutions or organizations, to participate in or enter into agreements with local, state or federal governments in order to achieve such insurance, or to participate in other alternative risk management programs.

Section 11.02. Application of Insurance Proceeds. Within a reasonable time after the occurrence of any loss or damage to or destruction of any part of any Facility covered by the insurance, the City shall determine whether to apply the proceeds of such insurance to the extent required for the purpose of repairing or reconstructing the damaged property. If the City elects so to apply the proceeds, the repairs and reconstruction

shall be completed as expeditiously as possible. If the City elects not to apply the proceeds for the purpose of repair or reconstruction, such proceeds shall be held and accounted for by the City as a part of the Parks Project Revenue Fund and applied in accordance with the terms thereof subject to Section 5.04 hereof.

Pending disbursement for the purpose aforesaid, the City may from time to time invest all or any part of such unexpended insurance proceeds as determined by the City in Investment Securities. Interest accruing and any realized gains or losses as a result of any such investments shall be credited or debited to the balance of such unexpended insurance proceeds. Pending application for the uses and purposes herein provided the moneys and investments carried to the credit of the unexpended insurance proceeds shall be subject to a lien and charge in favor of the Bonds Outstanding as further security for the payment of such Bonds.

Section 11.03. Insurance Pending Construction. The City hereby covenants and agrees that in all contracts for the construction or improvement of Projects, it will require that insurance be carried by the general contractor with respect to all builder's risks, including fire and windstorm, or if it shall not so require, that it will itself adequately insure such Project or improvement thereto from its inception. The City shall file with the Trustee, within sixty (60) days after the authentication of the first of the Bonds to be issued to finance each such Project or improvement thereto, a certificate evidencing such insurance.

Section 11.04. Business Interruption Loss Insurance. The City covenants to maintain so long as any of the Bonds are Outstanding hereunder, business interruption loss insurance for any Facility producing One Hundred percent (100%) or more of the Net Revenues of the Facilities to insure against loss of projected Net Revenues for such time (being at least a period of twelve (12) months) as use of the Facilities or any portion thereof is interrupted by damage or destruction from events insured against, under a standard extended coverage endorsement.

(End of Article XI)

ARTICLE XII MISCELLANEOUS

Section 12.01. Tax Covenants. The City will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code. The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City, or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the City is of the opinion that for purposes of this Section 12.01 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall take such action as may be necessary in accordance with such instructions notwithstanding the provisions of Section 4.07 of this Indenture. This covenant shall survive payment in full or defeasance of the Bonds. The Trustee shall comply with all reasonable instructions of the City given in accordance with the Rebate Memorandum.

Section 12.02. Performance. The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.03. Compliance With Conditions Precedent. Upon the date of issuance of any of the Bonds, all conditions, acts and things required by law or by this Indenture to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed, and such Bonds, together with all other indebtedness of the City, shall be within every debt and other limit prescribed by law.

Section 12.04. Power to Issue Bonds and Pledge Trust Estate. The City is duly authorized under all applicable laws to authorize and issue the Bonds and to enter into, execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent herein provided. The Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance thereon, or with respect to any pledge, lien, charge or encumbrance thereon, the security interest created by this Indenture shall be prior to, such other pledge, and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Bonds and the provisions of this Indenture are and will be the valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Indenture. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate, and all the rights of the Owners under this Indenture against all claims and demands of all persons whomsoever.

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Section 12.05. Payment of Bonds. The City shall duly and punctually pay or cause to be paid (solely from the sources described herein) the principal of, premium, if any, and interest on every Bond, on the dates and at the places and in the manner stated in the Bonds, according to the true intent and meaning thereof.

Section 12.06. Extensions of Payment. The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest. In the event that the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled to the benefit of this Indenture or to any payment out of the Accounts established pursuant to this Indenture, including the investments, if any, thereof, or out of the Trust Estate prior to benefits accorded to or the payment of the principal of all Bonds, the maturity of which has not been extended, and of such portion of the accrued interest on the Bonds as shall not be represented by such claims for interest. Nothing herein shall be deemed to limit the right of the City to issue bonds for refunding purposes and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 12.07. Offices for Servicing Bonds. The City shall at all times maintain or cause to be maintained an office or agency in Indiana where Bonds may be presented for registration, transfer or exchange, and where notices, presentations and demands upon the City in respect of the Bonds or of this Indenture may be served. The City hereby appoints the Trustee as its agent to maintain such office or agency for the registration, transfer or exchange of Bonds, and for the service of such notices, presentations and demands upon the City.

Section 12.08. Waiver of Laws. The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of any law or laws now or at any time hereafter in force which may affect the covenants and agreements contained in this Indenture or in the Bonds and all benefit or advantage of any such law or laws is hereby expressly waived by the City.

Section 12.09. Successors and Assigns. All the covenants, stipulations, promises and agreements contained in this Indenture, by or on behalf of the City, shall bind and inure to the benefit of its successors and assigns.

Section 12.10. Benefits of Indenture Limited. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give any person other than the City, the Trustee and the Owners of the Bonds issued hereunder, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions or provisions therein or herein contained and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Bonds.

Section 12.11. Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise shall be required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.12. Severability. In case any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Indenture, but this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 12.13. Notice. Any notice, requisition, direction, certificate or other writing on behalf of the City, Trustee or City required by this Indenture shall, unless otherwise specified herein, be signed by an Authorized Officer. Any notice to or demand upon the Trustee may be served or made at the main corporate trust office of the Trustee by first class mail to:

_____, Trustee

Indianapolis, Indiana 46204
Attention: _____

Any notice to or demand upon the City may be served by first class mail to:

City of Indianapolis
2221 City-County Building
200 East Washington Street
Indianapolis, Indiana
Attention: City Controller

or at such other addresses as may be filed in writing with the parties hereto.

Section 12.14. Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original and such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 12.15. No Recourse Against Directors and Officers. No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or in any Bond hereby secured, or under any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Indenture, shall be had against any officer, as such, past, present or future, of the City for the payment for or to the Owner of any Bond issued hereunder of any sum that may be due and unpaid by the City upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Owner of any Bond issued hereunder or otherwise, of any sum that may remain due and unpaid upon the Bonds hereby secured or any of them is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Bonds.

Section 12.16. Governing Law. This Indenture shall be governed exclusively by the provisions hereof and by the applicable laws of the State.

Section 12.17. Nonbusiness Days. Whenever any act is required by this Indenture to be done on a specified day or date, and such day or date shall be a day other than a business day, then such act may be done on the next succeeding business day.

(End of Article XII)

IN WITNESS WHEREOF, the City has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be impressed hereon and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by an Authorized Officer, its official seal to be impressed hereon and attested by an Authorized Officer, and to evidence its acceptance of the responsibilities of a Registrar and Paying Agent created hereunder, the Registrar and Paying Agent has caused these presents to be signed in its name and behalf by an Authorized Officer, its official seal to be impressed hereon and attested by an Authorized Officer, all as of _____ 1, 1994.

CITY OF INDIANAPOLIS

By: _____
Stephen Goldsmith, Mayor

Attest:
By: _____
Robert G. Elrod, Acting City Clerk

Trustee
By: _____
_____, Trust Officer

Attest:
By: _____
Trust Officer
[SEAL]

Registrar and Paying Agent
By: _____
Vice President

Attest:
By: _____
Assistant Vice President

This Instrument was prepared by Bryan J. Collins, Attorney-at-Law, Bingham Summers Welsh & Spilman, 2700 Market Tower, 10 West. Market Street, Indianapolis, Indiana 46204.

May 9, 1994

EXHIBIT A

[FORM OF SERIES 1994 A BOND]

CITY OF INDIANAPOLIS
PARKS PROJECT REVENUE BOND,
SERIES 1994 A

REGISTERED

No. R-1

MATURITY
DATE

AUTHENTICATION
DATE

ORIGINAL
ISSUE
DATE

PRINCIPAL AMOUNT:

REGISTERED OWNER: _____, as Trustee for The Indianapolis Local Public Improvement Bond Bank pursuant to a Trust Indenture dated as of _____, 1994.

KNOW ALL MEN BY THESE PRESENTS: That the City of Indianapolis (the "City"), a consolidated city of the first class with home rule powers organized and existing under the laws of the State of Indiana (the "State"), for value received hereby promises to pay to the Registered Owner specified above or registered assigns, solely from the sources and in the manner provided in the Indenture hereinafter referred to, the Principal Amount of \$ _____ with interest commencing January 1, 1995 in annual installments of principal and semi-annual installments of interest as follows:

Year	Principal Due January 1	Interest Rate
	\$	%

Interest payments shall be made by wire transfer of immediately available funds to the trustee under the Bond Bank Indenture (as defined in the Indenture) five business days prior to each Interest Payment Date (as defined in the Indenture). Principal of and premium, if any, on this Bond shall be paid upon presentation and surrender of this Bond at the principal corporate trust office of the Registrar and Paying Agent (as defined in the Indenture). The Principal Amount due on this Bond shall be reduced by each principal payment.

In order to secure the City of Indianapolis Parks Project Revenue Bond, Series 1994 A (the "Bond"), the City has entered into a Trust Indenture ("Indenture") dated as of _____, 1994 with _____, as Trustee, Registrar and Paying Agent (the "Trustee" "Registrar" and "Paying Agent").

This Bond shall not be entitled to any benefit under the Indenture nor will it become valid or obligatory for any purpose until it shall have been authenticated by the Registrar and Paying Agent, or its successor, by the execution of the Certificate of Authentication endorsed hereon.

This Bond is one of a series of bonds issued under the Indenture. This Bond is issued to refund the Whispering Hills Interfund Loan (as defined in the Indenture) and related expenditures incident thereto. This Bond is issued in accordance with, and is secured by and entitled to the benefits of, the Indenture except as otherwise expressly provided in or permitted by the Indenture and is payable solely out of the Trust Estate as and to the extent provided in the Indenture.

This Bond is secured by and entitled to the protection of the Indenture. Additional Bonds may be issued under the Indenture as provided in the Indenture. This Bond and such Additional Bonds are hereafter referred to as the "Bonds". To secure payment of principal of and interest on all the Bonds and performance of all other covenants of the City under the Indenture, the City, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in the Trust Estate (as defined in the Indenture). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee, the Registrar and Paying Agent and the owners of the Bonds, the terms and conditions upon which the Bonds are or may be issued. Copies of the Indenture are on file at the principal corporate trust office of the

Trustee. By acceptance of this Bond, the Registered Owner of this Bond accepts all of the terms and provisions of the Indenture.

This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Registrar and Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of the Bond. Upon any transfer, a new Bond or Bonds of the same maturity and of authorized denomination or denominations for the same principal amount will be issued to the transferee in exchange therefor.

The Registrar and Paying Agent is not required to register, transfer or exchange any Bonds after the mailing of notice calling this Bond for redemption has been made, or during a period of fifteen (15) days next preceding mailing a notice of redemption of any Bonds.

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

The Bonds are issuable as fully registered Bonds in denominations of \$5,000 and any whole multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of the same series and the same maturity of authorized denominations.

This Bond is subject to redemption prior to maturity at the option of the City as a whole or in part in such principal amounts as the City shall determine on any date no earlier than _____, ____ from any money made available for that purpose. All such redemptions shall be at the principal amount being redeemed plus accrued interest to the date fixed for redemption, together with the premium (expressed as a percentage of principal amount being redeemed), as follows:

102% if redeemed on _____ 1, 20__, or thereafter and on or before _____ 31, 20__;

101% if redeemed on _____ 1, 20__, or thereafter and on or before _____ 31, 20__;

100% if redeemed on _____ 1, 20__, or thereafter prior to maturity.

Notice of intended redemption shall be given by first class mail to the Registered Owner of this Bond at the address of such Registered Owner shown on the Registrar's Bond Register not less than 30 days nor more than 60 days prior to the redemption date.

If less than the total principal amount of the Bond is to be redeemed, the principal amount and related interest rate shall be designed by the City. Any principal amount of more than \$5,000 will be redeemed in a principal amount of an integral multiple of \$5,000.

Failure to give any notice described above for redemption by mailing or any defect therein shall not affect the validity of any proceedings for the redemption where proper notice has been given. All amounts so called for redemption will cease to bear interest on the specified redemption date, and shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment at that time.

This Bond, or any portion of this Bond, may be defeased, and the lien of the Indenture discharged as to such Bond or portion thereof, all as set forth in the Indenture.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to taken any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of this Bond may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

May 9, 1994

This bond shall not be valid obligation until authenticated by the Trustee, or its successor in trust, by execution of the Trustee's certificate endorsed hereon.

IN WITNESS WHEREOF, the City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its City Clerk and with the manual or facsimile official seal of the City imprinted hereon, all as of the Original Issue Date identified above.

CITY OF INDIANAPOLIS

By: _____
Stephen Goldsmith, Mayor

[Seal]
Attest:

Robert G. Elrod, Acting City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of an issue described in the within mentioned Indenture.

as Registrar and Paying Agent
By: _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations. Capitalized terms not otherwise defined herein are used as defined in the Indenture.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenant with rights of survivorship and not as tenants in common

UNIF TRANS MIN ACT - _____ Custodian _____
(Cust) (Minor)
Under Uniform Transfers to Minors
Act _____
(State)

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

ASSIGNMENT

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

(Please print or typewrite name and address of Assignee)

(Please insert social security or other identifying number of Assignee _____)

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

Dated: _____

Signature guaranteed by:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Recognized Signature Guarantee Program

REGISTERED OWNER:

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

EXHIBIT B

[FORM OF SERIES 1994 B BOND]

**CITY OF INDIANAPOLIS
PARKS PROJECT REVENUE BOND,
SERIES 1994 B**

REGISTERED

No. R-1

MATURITY DATE	AUTHENTICATION DATE	ORIGINAL ISSUE DATE
--------------------------	--------------------------------	------------------------------------

PRINCIPAL AMOUNT:

REGISTERED OWNER: _____, as Trustee for The Indianapolis Local Public Improvement Bond Bank pursuant to a Trust Indenture dated as of _____ 1, 1994.

KNOW ALL MEN BY THESE PRESENTS: That the City of Indianapolis (the "City"), a consolidated city of the first class with home rule powers organized and existing under the laws of the State of Indiana (the "State"), for value received hereby promises to pay to the Registered Owner specified above or registered assigns, solely from the sources and in the manner provided in the Indenture hereinafter referred to, the Principal Amount of \$ _____ with interest commencing January 1, 1995 in annual installments of principal and semi-annual installments of interest as follows:

Year	Principal Due January 1	Interest Rate
	\$	%

Interest payments shall be made by wire transfer of immediately available funds to the trustee under the Bond Bank Indenture (as defined in the Indenture) five business days prior to each Interest Payment Date (as defined in the Indenture). Principal of and premium, if any, on this Bond shall be paid upon presentation and surrender of this Bond at the principal corporate trust office of the Registrar and Paying Agent (as defined in the Indenture). The Principal Amount due on this Bond shall be reduced by each principal payment.

In order to secure the City of Indianapolis Parks Project Revenue Bond, Series 1994 B (the "Bond"), the City has entered into a Trust Indenture ("Indenture") dated as of _____ 1, 1994 with _____, as Trustee, Registrar and Paying Agent (the "Trustee" "Registrar" and "Paying Agent").

This Bond shall not be entitled to any benefit under the Indenture nor will it become valid or obligatory for any purpose until it shall have been authenticated by the Registrar and Paying Agent, or its successor, by the execution of the Certificate of Authentication endorsed hereon.

This Bond is one of a series of bonds issued under the Indenture. This bond is issued to pay the costs of construction of the Initial Project (as defined in the Indenture) and related expenditures incident thereto. This Bond and any Additional Bonds (as defined in the Indenture) are issued in accordance with, and are all equally and ratably secured by and entitled to the benefits of, the Indenture except as otherwise expressly provided in or permitted by the Indenture and are payable solely out of the Trust Estate as and to the extent provided in the Indenture.

This Bond is secured by and entitled to the protection of the Indenture. Additional Bonds may be issued under the Indenture as provided in the Indenture. This Bond and such Additional Bonds are hereafter referred to as the "Bonds". To secure payment of principal of and interest on all the Bonds and performance of all other covenants of the City under the Indenture, the City, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in the Trust Estate (as defined in the Indenture). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the

May 9, 1994

Trustee, the Registrar and Paying Agent and the owners of the Bonds, the terms and conditions upon which the Bonds are or may be issued. Copies of the Indenture are on file at the principal corporate trust office of the Trustee. By acceptance of this Bond, the Registered Owner of this Bond accepts all of the terms and provisions of the Indenture.

This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Registrar and Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of the Bond. Upon any transfer, a new Bond or Bonds of the same maturity and of authorized denomination or denominations for the same principal amount will be issued to the transferee in exchange therefor.

The Registrar and Paying Agent is not required to register, transfer or exchange any Bonds after the mailing of notice calling this Bond for redemption has been made, or during a period of fifteen (15) days next preceding mailing a notice of redemption of any Bonds.

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

The Bonds are issuable as fully registered Bonds in denominations of \$5,000 and any whole multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of the same series and the same maturity of authorized denominations.

This Bond is subject to redemption prior to maturity at the option of the City as a whole or in part in such principal amounts as the City shall determine on any date no earlier than _____, ____, from any money made available for that purpose. All such redemptions shall be at the principal amount being redeemed plus accrued interest to the date fixed for redemption, together with the premium (expressed as a percentage of principal amount being redeemed), as follows:

102% if redeemed on _____ 1, 20__, or thereafter and on or before _____ 31, 20__;

101% if redeemed on _____ 1, 20__, or thereafter and on or before _____ 31, 20__;

100% if redeemed on _____ 1, 20__, or thereafter prior to maturity.

Notice of intended redemption shall be given by first class mail to the Registered Owner of this Bond at the address of such Registered Owner shown on the Registrar's Bond Register not less than 30 days nor more than 60 days prior to the redemption date.

If less than the total principal amount of the Bond is to be redeemed, the principal amount and related interest rate shall be designed by the City. Any principal amount of more than \$5,000 will be redeemed in a principal amount of an integral multiple of \$5,000.

Failure to give any notice described above for redemption by mailing or any defect therein shall not affect the validity of any proceedings for the redemption where proper notice has been given. All amounts so called for redemption will cease to bear interest on the specified redemption date, and shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment at that time.

This Bond, or any portion of this Bond, may be defeased, and the lien of the Indenture discharged as to such Bond or portion thereof, all as set forth in the Indenture.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to taken any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of this Bond may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

This bond shall not be valid obligation until authenticated by the Trustee, or its successor in trust, by execution of the Trustee's certificate endorsed hereon.

IN WITNESS WHEREOF, the City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its City Clerk and with the manual or facsimile official seal of the City imprinted hereon, all as of the Original Issue Date identified above.

CITY OF INDIANAPOLIS

By: _____
Stephen Goldsmith, Mayor

[Seal]
Attest:

Robert G. Elrod, Acting City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of an issue described in the within mentioned Indenture.

as Registrar and Paying Agent
By: _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations. Capitalized terms not otherwise defined herein are used as defined in the Indenture.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenant with rights of survivorship and not as tenants in common
- UNIF TRANS MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfers to Minors
Act _____
(State)

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

ASSIGNMENT

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

(Please print or typewrite name and address of Assignee)

(Please insert social security or other identifying number of Assignee _____)

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

Dated: _____

Signature guaranteed by:

REGISTERED OWNER:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Recognized Signature Guarantee Program

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

QUALIFIED ENTITY PURCHASE AGREEMENT

PURCHASE AGREEMENT, dated as of the ____ day of _____, 1994, between the Indianapolis Local Public Improvement Bond Bank, a body corporate and politic ("Bond Bank"), created pursuant to the provisions of Indiana Code 5-1.4 ("Act"), having its principal place of business in the City of Indianapolis, Indiana, and the Board of Parks and Recreation of the City of Indianapolis, Indiana ("Board"), being the governing body of the Park District of the City of Indianapolis, Indiana ("Qualified Entity").

WITNESSETH:

WHEREAS, pursuant to the Act and a resolution adopted by the Bond Bank, the Bond Bank is authorized to purchase securities (as defined in the Act) ("Securities"), issued by qualified entities (as defined in the Act); and

WHEREAS, the Qualified Entity has duly authorized the issuance of its Bonds designated "City of Indianapolis, Park District Bonds, Series 1994A" in the amount of \$ _____ (the "Qualified Obligations"), and the Qualified Obligations are a Security to be purchased by the Bond Bank in accordance with this Purchase Agreement; and

WHEREAS, the Qualified Entity has adopted a special resolution approving a Trust Indenture dated as of _____, 1994 (the "Indenture"), between the Qualified Entity and _____, as Trustee (the "Qualified Entity Trustee"), authorizing the issuance of the Qualified Obligations.

NOW, THEREFORE, the Bond Bank and the Qualified Entity agree:

1. The Bond Bank hereby agrees to purchase the Qualified Obligations and the Qualified Entity hereby agrees to sell to the Bond Bank the Qualified Obligations concurrently with the issuance by the Bond Bank of its bonds at a price of \$ _____ for the Qualified Obligations, plus accrued interest on the Qualified Obligations to the date of delivery (_____, 1994) of the Qualified Obligations minus costs of issuance of both the Qualified Obligations and the Bond Bank bonds. The Qualified Obligations shall mature and bear interest as set forth in the Indenture. The other terms of the Qualified Obligations are set forth in the Indenture and are incorporated herein by reference.
2. The Qualified Entity has taken all proceedings required by law to enable it to issue its Qualified Obligations to be purchased by the Bond Bank.
3. Subject to Section 8, the Qualified Entity agrees to pay the Bond Bank on each interest payment date for the Qualified Obligations, reasonable fees and charges attributable to the purchase and administration of the Qualified Obligations required by the Bond Bank.
4. Simultaneously with the delivery to the Bond Bank of the Qualified Obligations, which Qualified Obligations shall be substantially in the form set forth in the Indenture and registered in the name of the Bond Bank, the Qualified Entity shall furnish to the Bond Bank a transcript of proceedings and the opinion of Bingham Summers Welsh & Spilman, bond counsel, as to, among other things, the validity of the Qualified Obligations and the excludability from gross income for federal tax purposes of interest on the Qualified Obligations under Section 103 of the Internal Revenue Code of 1986, as amended and as in effect on such date (the "Code"); provided, however, if the Qualified Entity is unable to cause bond counsel to deliver such opinion, this Agreement shall be of no force or effect.
5. The Qualified Entity and the Bond Bank agree that the Qualified Obligations and the payments to be made thereon may be pledged or assigned by the Bond Bank under and pursuant to the Bond Bank's resolution, dated as of _____, 1994 ("Bond Bank Resolution").
6. The Qualified Entity covenants and agrees to furnish to the Bond Bank, if available, as long as the Qualified Obligations remain outstanding, annual financial reports, audit reports and such other financial information as is reasonably requested by the Bond Bank.
7. The Qualified Entity covenants and agrees to comply with the rebate requirements of Section 148(f) of the Code. The Qualified Entity will keep records of the investments made and the earnings on those investments and report this information to the Bond Bank annually so that the Bond Bank may make the rebate or penalty calculation, if applicable. The Bond Bank will assess the Qualified Entity for its

share of the arbitrage profits or penalty owed to the United States of America as a fee and will use these fees to pay the rebate amount owed.

- 8. If the Bond Bank determines to sell all or part of the Qualified Obligations, it agrees to pay or reimburse the Qualified Entity for all costs associated therewith including the printing of notes, obtaining ratings therefor and providing services of a registrar and paying agent therefor.
- 9. Notwithstanding paragraphs 3 and 8 hereof to the contrary, the Qualified Entity's obligation to pay fees and charges imposed on the Qualified Entity thereunder shall be limited solely to Revenues available therefor under the Indenture.
- 10. If any provision of this Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Purchase Agreement and this Purchase Agreement shall be construed and be in force as if such invalid or unenforceable provision had not been contained herein.
- 11. This Purchase Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bond Bank and the Qualified Entity each agree that they will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Purchase Agreement.
- 12. No waiver by either the Bond Bank or the Qualified Entity of any term or condition of this Purchase Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Purchase Agreement.
- 13. This Purchase Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bond Bank and the Qualified Entity relating to the subject matter hereof and constitutes the entire agreement between the Bond Bank and the Qualified Entity in respect hereof.

IN WITNESS WHEREOF, we have hereunto set our hands as of the day and year first above written.

THE INDIANAPOLIS LOCAL PUBLIC
IMPROVEMENT BOND BANK

By: _____
_____, Chairman

Attest:

James C. Snyder, Executive Director

[Seal]

CITY OF INDIANAPOLIS

By: _____
Stephen Goldsmith, Mayor

[Seal]

Attest:

Robert G. Elrod, Acting City Clerk

James H. Steele, Jr.
Controller, City of Indianapolis

PROPOSAL NO. 243, 1994. The proposal appropriates \$645,000 for the Sheriff to cover food expense for the jail inmates through the end of the year and to pay for inmate housing at the Riverside Community Corrections facility. Councillor Dowden asked for consent to postpone Proposal No. 243, 1994 until June 13, 1994. Consent was given.

May 9, 1994

PROPOSAL NO. 244, 1994. Councillor Dowden reported that the Public Safety and Criminal Justice Committee heard Proposal No. 244, 1994 on April 27, 1994. The proposal appropriates \$8,903 for the Superior Court, Civil Division, Room Four, to pay the National Center for State Courts for a management review of the Family Law Courts in Marion County. By a 6-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass.

The President called for public testimony at 7:47 p.m. There being no one present to testify, Councillor Dowden moved, seconded by Councillor Moriarty Adams, for adoption. Proposal No. 244, 1994 was adopted on the following roll call vote; viz:

25 YEAS: Beadling, Black, Borst, Boyd, Brents, Curry, Dowden, Franklin, Giffin, Gilmer, Gray, Hinkle, Jimison, Jones, McClamroch, Moriarty Adams, Mullin, O'Dell, Rhodes, Schneider, SerVaas, Shambaugh, Short, West, Williams

0 NAYS:

4 NOT VOTING: Coughenour, Golc, Ruhmkorff, Smith

Proposal No. 244, 1994 was retitled FISCAL ORDINANCE NO. 35, 1994 and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 35, 1994

A FISCAL ORDINANCE amending the City-County Annual Budget for 1994 (City-County Fiscal Ordinance No. 70, 1993) appropriating an additional Eight Thousand Nine Hundred Three Dollars (\$8,903) in the State and Federal Grants Fund for purposes of the Superior Court, Civil Division, Room Four, and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02 (qq) of the City-County Annual Budget for 1994, be and is hereby amended by the increases and reductions hereinafter stated for purposes of Superior Court, Civil Division, Room Four, to pay the National Center for State Courts for a management review of the Family Law Courts in Marion County.

SECTION 2. The sum of Eight Thousand Nine Hundred Three Dollars (\$8,903) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>SUPERIOR COURT, CIVIL DIVISION, ROOM FOUR</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	<u>\$8,903</u>
TOTAL INCREASE	\$8,903

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	<u>\$8,903</u>
TOTAL REDUCTION	\$8,903

SECTION 5. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 245, 1994. The proposal appropriates \$58,971 for Community Corrections to provide additional security to supervise an increased number of inmates being housed in

the Community Corrections Center. Councillor Dowden asked for consent to postpone Proposal No. 245, 1994 until June 13, 1994.

SPECIAL ORDERS - UNFINISHED BUSINESS

PROPOSAL NO. 162, 1994. The proposal, sponsored by Councillors SerVaas, Beadling, Borst, Coughenour, Curry, Franklin, Gilmer, McClamroch, O'Dell, Rhodes and Smith, designates the east and west wings of the City-County Building for court facilities and approving securing those wings from unauthorized access. Councillor Curry moved, seconded by Councillor Beadling, to postpone Proposal No. 162, 1994 until June 13, 1994. This motion passed by unanimous voice vote.

SPECIAL ORDERS - FINAL ADOPTION

PROPOSAL NO. 548, 1993. The proposal concerns leave benefits for City-County employees. Councillor Rhodes stated that he had been asked by the Controller and Auditor to make this proposal effective as of September 1, 1994; therefore, he moved to technically amend Proposal No. 548, 1993, as follows: *SECTION 4. This ordinance shall be in effect from and after September 1, 1994.* This motion passed by unanimous voice vote.

PROPOSAL NO. 107, 1994. The proposal approves a salary administration plan for the City. PROPOSAL NO. 108, 1994. The proposal approves a new salary schedule for bi-weekly civilian employees. PROPOSAL NO. 109, 1994. The proposal approves a new salary schedule for bi-weekly employees of the Police Special Service District. PROPOSAL NO. 110, 1994. The proposal approves a new salary schedule for bi-weekly employees of the Fire Special Service District. PROPOSAL NO. 111, 1994. The proposal approves a new salary schedule for bi-weekly employees of the Solid Waste Collection Special Service District.

Councillor McClamroch moved to postpone Proposal Nos. 548, 1993; 107, 108, 109, 110 and 111, 1994 until May 23, 1994. He said that the issues are complex and he believes the Councillors have not received sufficient information to be able to make a decision on these proposals. The President stated that the administration has told him that an explanation will be prepared of all the changes that have been made to these proposals and how they will be implemented. This report will be delivered to the Councillors within the next few days. Councillor McClamroch's motion passed by unanimous voice vote.

PROPOSAL NO. 238, 1994. Councillor Curry reported that the Rules and Public Policy Committee heard Proposal No. 238, 1994 on May 4, 1994. The proposal, sponsored by Councillor Rhodes, authorizes the execution of an amendment to the City-County Building lease between the Building Authority, the City, and the County. By a 5-1 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Curry moved, seconded by Councillor Dowden, for adoption. Proposal No. 238, 1994 was adopted on the following roll call vote; viz:

25 YEAS: Beadling, Boyd, Brents, Coughenour, Curry, Dowden, Franklin, Giffin, Gilmer, Gray, Jimison, Jones, McClamroch, Moriarty Adams, Mullin, O'Dell, Rhodes, Ruhmkorff, Schneider, SerVaas, Shambaugh, Short, Smith, West, Williams
3 NAYS: Borst, Golc, Hinkle
1 NOT VOTING: Black

May 9, 1994

Proposal No. 238, 1994 was retitled SPECIAL RESOLUTION NO. 38, 1994 and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 38, 1994

A SPECIAL RESOLUTION of the City of Indianapolis authorizing the execution of an Amendment to the City-County Building Lease between the Indianapolis-Marion County Building Authority, the City of Indianapolis, and the Board of Commissioners of the County of Marion.

WHEREAS, the Indianapolis-Marion County Building Authority (hereinafter called the "Authority"), the City of Indianapolis, Indiana (hereinafter called the "City"), and the Board of Commissioners of the County of Marion, Indiana (hereinafter called the "County") made and executed the City-County Building Lease dated August 3, 1959; and

WHEREAS, the City-County Building Lease, as amended, at Section 4.02, provides that the additional rentals to be paid by the City and County to the Authority shall be in proportion to the percentage of space allocated to the City and County as set forth in Section 3.02 of such Lease; and

WHEREAS, Section 3.02 of the City-County Building Lease provides that the City and County may, by agreement approved by the Authority, reallocate the space assigned to them in the City-County Building; and

WHEREAS, the City and County desire to amend the City-County Building Lease to provide for an annual report by the Authority setting forth space information for determining the percentage of the additional rentals to be paid by the City and County and

WHEREAS, a proposed amendment to the City-County Building Lease has been submitted; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The City-County Council hereby approves in all respects the Amendment to City-County Building Lease in the form made a part hereof and attached hereto as "Exhibit A."

SECTION 2. The Mayor of the City of Indianapolis and the Clerk of the City-County Council are authorized and directed, for and on behalf of the City, to execute and attest the Amendment to City-County Building Lease in substantially the form attached hereto as "Exhibit A".

SECTION 3. The Mayor of the City of Indianapolis and the Marion County Auditor are authorized and directed, for an on behalf of the County of Marion, to execute and attest the Amendment to City-County Building Lease in substantially the form attached hereto as "Exhibit A".

SECTION 4. This resolution shall be in full force and effect immediately upon its passage and signing by the Mayor.

PROPOSAL NO. 239, 1994. Councillor Coughenour reported that the Administration and Finance Committee heard Proposal No. 239, 1994 on May 2, 1994. The proposal amends the Revised Code concerning the Office of Youth and Family Services and the Department of Administration. The proposal would transfer the employment and training responsibilities from the Youth and Family Services to the Division of Workforce Development. By a 5-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Coughenour moved, seconded by Councillor Shambaugh, for adoption.

Councillor Williams asked if an Office of Youth and Family Services still exists. Councillor Coughenour responded that there is still an Office of Youth and Family Services. Councillor Williams asked if the City will continue to do job training. Bill Stephan, Deputy Director, Youth and Family Services, stated that the City works in partnership with Indianapolis Network for Employment & Training (iNET), which acts as a broker for employment and training service providers for the community.

Proposal No. 239, 1994 was adopted on the following roll call vote; viz:

24 YEAS: *Beadling, Black, Borst, Boyd, Brents, Coughenour, Curry, Dowden, Franklin, Golc, Hinkle, Jimison, Jones, McClamroch, Moriarty Adams, Mullin, O'Dell, Rhodes, Ruhmkorff, SerVaas, Shambaugh, Short, Smith, West*
5 NAYS: *Giffin, Gilmer, Gray, Schneider, Williams*

Proposal No. 239, 1994 was retitled GENERAL ORDINANCE NO. 63, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 63, 1994

A GENERAL ORDINANCE amending Article IV of Chapter 202 and Articles II and III of Chapter 221 of the Revised Code dealing with the organization of the Department of Administration and the Office of Youth and Family Services.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. Chapter 202 of the Revised Code of the Consolidated City and County be, and is hereby amended by inserting the language underlined and deleting the language stricken-through to read as follows:

CHAPTER 202

ARTICLE IV. OFFICE OF YOUTH AND FAMILY SERVICES

Sec. 202-304. Powers of office of youth and family services.

The office of youth and family services shall:

- (1) Administer and, subject to the approval of the director, contract for the administration of federal, state and locally funded programs including, but not limited to:
 - ~~a. Employment and training programs~~
 - ba. Programs for youth
 - eb. Neighborhood health programs
 - ec. Programs for senior citizens
 - ed. Neighborhood centers
 - ef. Homeless shelters
 - gf. Other appropriate social service programs
- (2) Exercise any other powers and duties which may be granted by statute or ordinance or delegated by the mayor.

SECTION 2. Chapter 221 of the Revised Code of the Consolidated City and County be, and is hereby amended by inserting the language underlined to read as follows:

CHAPTER 221. DEPARTMENT OF ADMINISTRATION

ARTICLE II. ORGANIZATION

Sec. 221-13. Divisions established.

The department of administration shall be composed of the following divisions:

- (1) Administrative services division.
- (2) Human resources division.
- (3) Indianapolis fleet services division.

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- (4) Equal opportunity division.
- (5) Real estate services division.
- (6) Workforce development division.

ARTICLE III. DIVISIONS

Sec. 221-601. Workforce development division.

The workforce development division shall:

- (1) Administer and, subject to the approval of the director, contract for the administration of federal, state and locally funded employment and training programs; and
- (2) Exercise any other powers which may be granted by statute or ordinance or delegated by the mayor.

SECTION 3. The expressed or implied repeal or amendment by this ordinance of any other ordinance or part of any other ordinance does not affect any rights or liabilities accrued, penalties incurred, or proceedings begun prior to the effective date of this ordinance. Those rights, liabilities, and proceedings are continued, and penalties shall be imposed and enforced under the repealed or amended ordinance as if this ordinance had not been adopted.

SECTION 4. Should any provision (section, paragraph, sentence, clause, or any other portion) of this ordinance be declared by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall not be affected, if and only if such remaining provisions can, without the invalid provision or provisions, be given the effect intended by the Council in adopting this ordinance. To this end the provisions of this ordinance are severable.

SECTION 5. This ordinance shall be in effect from and after its passage by the Council and compliance with IC 36-3-4-14.

PROPOSAL NOS. 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257 and 258, 1994. Councillor Gilmer asked for consent to vote on these twelve transportation proposals together. Consent was given. PROPOSAL NO. 247, 1994. The proposal amends the Code to include parking restrictions for Race Day of the Brickyard 400 (District 8). PROPOSAL NO. 248, 1994. The proposal amends the Code by authorizing a traffic signal at Zionsville Road and 74th Street (District 1). PROPOSAL NO. 249, 1994. The proposal amends the Code by authorizing a multi-way stop at Lafayette Road and 86th Street (District 1). PROPOSAL NO. 250, 1994. The proposal amends the Code by authorizing a multi-way stop at Evanston Avenue and 51st Street (District 6). PROPOSAL NO. 251, 1994. The proposal amends the Code by authorizing a multi-way stop at Edgewood Avenue and Harding Street (District 25). PROPOSAL NO. 252, 1994. The proposal amends the Code by authorizing a multi-way stop at Mills Road and Mooresville Road (District 19). PROPOSAL NO. 253, 1994. The proposal amends the Code by authorizing a multi-way stop at California Street and Vermont Street (District 16). PROPOSAL NO. 254, 1994. The proposal amends the Code by changing the speed limit for Westwood subdivision (District 18). PROPOSAL NO. 255, 1994. The proposal amends the Code by changing the speed limit on a segment of Hanna Avenue (District 20). PROPOSAL NO. 256, 1994. The proposal amends the Code by changing the speed limit on a segment of Harcourt Road (District 3). PROPOSAL NO. 257, 1994. The proposal amends the Code by authorizing a one-way restriction for Woodland Drive from Ohio Street to Washington Street (District 15). PROPOSAL NO. 258, 1994. The proposal amends the Code by authorizing a weight limit restriction on 79th Street from Zionsville Road to Moore Road (District 1). Councillor Gilmer reported that Proposal Nos. 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257 and 258, 1994 were heard by the Capital Asset Management Committee on April 27, 1994. By 6-0 votes, the Committee reported the

proposals to the Council with the recommendation that they do pass. Councillor Gilmer moved, seconded by Councillor Shambaugh, for adoption. Proposal Nos. 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257 and 258, 1994, 1994 were adopted on the following roll call vote; viz:

29 YEAS: *Beadling, Black, Borst, Boyd, Brents, Coughenour, Curry, Dowden, Franklin, Giffin, Gilmer, Golc, Gray, Hinkle, Jimison, Jones, McClamroch, Moriarty Adams, Mullin, O'Dell, Rhodes, Ruhmkorff, Schneider, SerVaas, Shambaugh, Short, Smith, West, Williams*
0 NAYS:

Proposal No. 247, 1994 was retitled GENERAL ORDINANCE NO. 64, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 64, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-269, Parking prohibited at all times on certain designated streets.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. Sec 29-269 of the Code of Indianapolis and Marion County, Indiana, is hereby amended by inserting the language underlined to read as follows:

Sec. 29-269 Parking prohibited at all times on specified days. It shall be unlawful for any driver or operator of any vehicle to park such vehicle or to permit it to be parked at any time in any of the following places:

PROHIBITED TWO DAYS PRIOR TO AND ON QUALIFICATION
DAYS AND RACE DAY OF INDIANAPOLIS 500-MILE RACE
AND RACE DAY OF BRICKYARD 400 AS SCHEDULED BY THE
INDIANAPOLIS MOTOR SPEEDWAY

SECTION 2. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 248, 1994 was retitled GENERAL ORDINANCE NO. 65, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 65, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-92, Schedule of intersection controls.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the addition of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
2, Pg. 3	Zionsville Rd & 74th St	None	Signal

SECTION 2. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 249, 1994 was retitled GENERAL ORDINANCE NO. 66, 1994 and reads as follows:

May 9, 1994

CITY-COUNTY GENERAL ORDINANCE NO. 66, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-92, Schedule of intersection controls.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the deletion of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
I, Pg. I	Lafayette Rd & 86th St	Lafayette Rd	Stop

SECTION 2. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the addition of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
I, Pg. I	Lafayette Rd & 86th St	None	All Way Stop

SECTION 3. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 250, 1994 was retitled GENERAL ORDINANCE NO. 67, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 67, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-92, Schedule of intersection controls.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the deletion of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
18, Pg. 7	Evanston Av & 51st St	Evanston Av	Stop

SECTION 2. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the addition of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
18, Pg. 7	Evanston Av & 51st St	None	All Way Stop

SECTION 3. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 251, 1994 was retitled GENERAL ORDINANCE NO. 68, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 68, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-92, Schedule of intersection controls.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the deletion of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
38, Pg. 1	Edgewood Av & Harding St	Harding St	Stop

SECTION 2. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the addition of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
38, Pg. 1	Edgewood Av & Harding St	None	All Way Stop

SECTION 3. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 252, 1994 was retitled GENERAL ORDINANCE NO. 69, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 69, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-92, Schedule of intersection controls.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the deletion of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
44, Pg. 1	Mills Rd & Mooresville Rd	Mooresville Rd	Stop

SECTION 2. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the addition of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
44, Pg. 1	Mills Rd & Mooresville Rd	None	All Way Stop

SECTION 3. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 253, 1994 was retitled GENERAL ORDINANCE NO. 70, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 70, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-92, Schedule of intersection controls.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

May 9, 1994

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the deletion of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
24, Pg. 4	California St & Vermont St	Vermont St	Stop

SECTION 2. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-92, Schedule of intersection controls, be, and the same is hereby amended by the addition of the following, to wit:

<u>BASE MAP</u>	<u>INTERSECTION</u>	<u>PREFERENTIAL</u>	<u>TYPE OF CONTROL</u>
24, Pg. 4	California St & Vermont St	None	All Way Stop

SECTION 3. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 254, 1994 was retitled GENERAL ORDINANCE NO. 71, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 71, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-136, Alteration of prima facie speed limits.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-136, Alteration of prima facie speed limits, be, and the same is hereby amended by the addition of the following, to wit:

25 MPH

Benoit Drive, from
Catalano Drive to Shorter Drive

Catalano Drive, from
Rogers Drive to Benoit Drive

Maradona Drive, from
Rogers Drive to 21st Street

Rogers Drive, from
Shorter Drive to Girls School Road

Shorter Drive, from
Rogers Drive to Benoit Drive

SECTION 2. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 255, 1994 was retitled GENERAL ORDINANCE NO. 72, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 72, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-136, Alteration of prima facie speed limits.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-136, Alteration of prima facie speed limits, be, and the same is hereby amended by the deletion of the following, to wit:

35 MPH
Hanna Avenue, from
Harding Street to Keystone Avenue

SECTION 2. The of Indianapolis and Marion County, Indiana," specifically Chapter 29, Section 29-136, Alteration of prima facie speed limits, be and the same is hereby amended by the addition of the following, to wit:

25 MPH
Hanna Avenue, from
Bowman Street to Asbury Street

35 MPH
Hanna Avenue, from
Harding Street to Bowman Street

35 MPH
Hanna Avenue, from
Asbury Street to Keystone

SECTION 3. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 256, 1994 was retitled GENERAL ORDINANCE NO. 73, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 73, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-136, Alteration of prima facie speed limits.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-136, Alteration of prima facie speed limits, be, and the same is hereby amended by the addition of the following, to wit:

35 MPH
Harcourt Road,
from Westlane Road to 86th Street

SECTION 2. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 257, 1994 was retitled GENERAL ORDINANCE NO. 74, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 74, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-166, One-way streets and alleys designated.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-166, One-way streets and alleys desingated, be and the same is hereby amended by the addition of the following, to wit:

May 9, 1994

ONE-WAY SOUTHBOUND

Woodland Drive, from
Ohio Street to Washington Street

SECTION 2. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 258, 1994 was retitled GENERAL ORDINANCE NO. 75, 1994 and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 75, 1994

A GENERAL ORDINANCE amending the "Code of Indianapolis and Marion County, Indiana", Sec. 29-224, Trucks on certain streets restricted.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The "Code of Indianapolis and Marion County, Indiana", specifically, Chapter 29, Sec. 29-224, Trucks on certain streets restricted, be, and the same is hereby amended by the addition of the following, to wit:

11,000 POUNDS

79th Street, from
Zionsville Road to Moore Road

SECTION 2. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

ANNOUNCEMENTS AND ADJOURNMENT

Councillor Coughenour stated that all the Councillors have received the latest Air Pollution Control Regulations that will go into effect June 28, 1994, if the Council takes no action. The Public Works Committee will have a hearing on June 2, 1994 on this matter. Councillor Rhodes said that he would like the Air Pollution Control Regulations reduced to a two or three page executive summary.

There being no further business, and upon motion duly made and seconded, the meeting adjourned at 8:25 p.m.

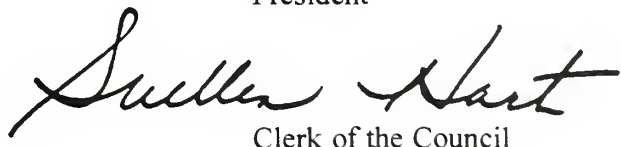
We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the regular concurrent meetings of the City-County Council of Indianapolis-Marion County, Indiana, and Indianapolis Police, Fire and Solid Waste Collection Special Service District Councils on the 9th day of May, 1994.

In Witness Whereof, we have hereunto subscribed our signatures and caused the Seal of the City of Indianapolis to be affixed.



President

ATTEST:



Clerk of the Council

(SEAL)