

The Pendleton Town Council met February 8, 2024, at 6:00 pm at the Pendleton Town Hall. All documents presented are on file in the Clerk-Treasurer's office and may be reviewed upon request. Town Council President Marissa Skaggs called the meeting of the Pendleton Town Council to order.

Council Members present were President Marissa Skaggs, Vice President Steve Denny, Jerry Burmeister, Cory Hall and Bryan Williams. Five of five members confirmed a quorum. Clerk-Treasurer Willie Boles was present.

Also representing the Town were Town Manager Scott Reske, Planning Director Hannah Urbanski, Assistant Planning Director, Denise McKee, Deputy Clerk-Treasurer Kelley Dillon and Town Attorney Evan McMullen.

**A motion was made by Jerry Burmeister and 2<sup>nd</sup> by Steve Denny to approve the meeting minutes from January 11, 2024 as presented.  
Motion Approved 5-0.**

**There was no Clerk Treasurers Report/Claims to approve this month.**

#### **DEPARTMENT REPORTS**

- Marc Farrer presented the Police Report
- Aaron Burris presented the Park Report
- Scott Reske presented the Town Manager report
- Hannah Urbanski presented the Planning Report

#### **OLD BUSINESS**

- N/A

#### **NEW BUSINESS**

- **Appointment to Historic Preservation Commission**
- **A motion was made by Steve Denny and 2<sup>nd</sup> by Jerry Burmeister to approve the appointment of Kate Edwards to the vacant spot on the Historic Preservation Commission.**
- **Motion Approved 5-0.**

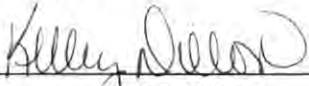
- **Ordinance 24-02 Amending the Ordinance Governing Trees and Shrubs**  
Denise McKee spoke on behalf of the Governing Trees and Shrubs asking for up to two non-voting ex officio members.
- A motion was made by Bryan Williams and 2<sup>nd</sup> by Jerry Burmeister to approve the first read of Ordinance 24-02 Amending the Ordinance Governing Trees and Shrubs.
- Motion Approved 5-0.
- A motion was made by Bryan Williams and 2<sup>nd</sup> by Jerry Burmeister to suspend the rules and do a second reading for Ordinance 24-02 Amending the Ordinance Governing Trees and Shrubs. Motion Approved. 5-0.
- A motion was made by Bryan Williams and 2<sup>nd</sup> Jerry Burmeister to approve second read on Ordinance 24-02 Amending the Ordinance Governing Trees and Shrubs. Motion Approved 5-0.
- **Resolution R24-03 Amending the Pendleton I-69 Interchange Master Plan**  
Hannah Urbanski spoke on behalf of the I-69 Master Plan. The plan received a Favorable Recommendation from the Plan Commission.  
A motion was made by Steve Denny and 2<sup>nd</sup> Cory Hall to approve Resolution R24-03 Amending the Pendleton I-69 Interchange Master Plan.  
Motion Approved 5-0.
- **Recommendation for Bid Award – Elm Street Drain Reconstruction Project**  
Denise spoke on behalf of the Bid award. United Construction Service won the lowest bid on February 1, 2024.
- A motion was made by Bryan Williams and 2<sup>nd</sup> Steve Denny to give Scott Reske permission to accept and proceed with the bid award for the Elm Street Project. Motion Approved 5-0.
- **Recommendation for Bid Award – CCMG 2023-2**  
Denise McKee spoke on behalf of the CCMG bid award. Midwest Paving won the lowest bid on February 1, 2024.
- A motion was made by Steve Denny and 2<sup>nd</sup> by Jerry Burmeister to give Scott Reske permission to accept and proceed with the CCMG 2023-2 bid award.
- Motion Approved 5-0.

**PUBLIC COMMENTS**

- **No public comment**

**ADJOURNMENT**

- There being no other business brought before this Town Council, the public meeting adjourned at 6:36 pm.

Prepared by  Approved by \_\_\_\_\_

Kelley Dillon  
Deputy Clerk-Treasurer

Marissa Skaggs  
Council President

## **Proposed Zoning Commitments**

**D.R. Horton – Indiana, LLC (“Developer”)  
Baker’s Pointe / 0 S 600 W & 0 SR 38, Pendleton (“Site”)  
Petition No. PC10042023-01**

1. Builders of homes within the Site shall offer exterior siding material made only of brick or stone masonry, wood, fiber cement board, composite or lap siding, board and batten siding, shake siding or a combination of such materials. No vinyl siding shall be permitted on any homes constructed in the Baker’s Pointe Subdivision (“Subdivision” or “Baker’s Pointe”).
2. All homes constructed in the executive style section of the Subdivision located along CR 600 West (“Executive Section”) as approximately shown on the attached Exhibit A Preliminary Concept Plan (“Concept Plan”) shall be constructed with brick or masonry exterior materials on a minimum of one hundred percent (100%) of the first floor of the front, side and rear elevations of such homes, exclusive of windows, doors, other openings and areas above a roof line.
3. A minimum of fifty percent (50%) of homes excluding homes in the Executive Section (which are covered by Commitment No. 2) shall have brick or masonry material on the first floor of the front elevation of the homes extending to the top of the first floor elevation , exclusive of windows , doors , other openings , porches , columns , posts and/or other areas above a roof line
4. The entryways to the Subdivision off of CR 600 West and off of SR 38 shall include entryway signage and landscaping features and a median entryway approximately similar to the entryway exhibits attached hereto as Exhibits E and F. Such improvements shall be maintained by the Home Owner’s Association established for the Subdivision.
5. There shall be no more than two (2) points of ingress and egress to and from CR 600 West from the Executive Section of the Subdivision.
6. The approximate eleven (11) acre Woodland Preserve Area (as approximately depicted on the attached Preliminary Concept Plan) (“Woodland Area”) shall be deeded to the Subdivision’s HOA with a deed restriction limiting the use of such land to a tree preservation area which may include walking trails and similar compatible improvements or if the Town accepts, deeded to the Town for purposes of public park use with the goal of maintaining and preserving the existing wooded area to the extent as reasonably practical. This commitment shall not prevent the removal of dead or diseased trees within the area, nor shall this commitment prevent the installation of drainage improvements or other utilities within such area. The Developer shall receive a credit against the Town’s park impact fees equal to the appraised value of the Woodland Area plus the estimated cost to install pathways or parking areas related to the Woodland Area, as determined by the average of two independent appraisers selected by the Town and the Developer. If the Woodland Area is not deeded to the Town for purposes of a public park, the following shall



not be installed: (a) the parking lot depicted on the Concept Plan; and (b) the 10' asphalt path depicted on the Concept Plan extending southwest from SR 38 to the trail head identified on the Concept Plan northeast of the Woodland Area. If the Woodland Area is deeded to the Town for purposes of a public park, the location and size of the parking lot shall be determined by the Town.

7. Prior to approval of the final plat of the Subdivision, the Developer and the Town shall agree on the location and size of a paved emergency access pathway from CR 600 South into the site south of the Woodland Preserve Area. Such emergency access pathway shall be paved and approximately ten feet (10') wide and may be used as part of a walking / biking path within the Subdivision.
8. The Developer shall prepay the Town the total Road Impact Fees for all lots in the Executive Section ("Road Fees") in effect at the time the Developer first applies for a building permit for any of the lots in the Executive Section. Road Fees related to obtaining building permits for all other homes in the Subdivision not located in the Executive Section, shall be paid at the time Developer applies for a building permit for each home.
9. Each lot within the Site will be subject to recorded Covenants, Conditions and Restrictions ("CCRs") of Baker's Pointe, which will include a mandatory membership to the Baker's Pointe Homeowner's Association ("HOA") and provide for annual HOA assessments.
10. The CCRs shall include a restriction that prohibits parking on both sides of the street within Baker's Pointe.
11. All homes in Baker's Pointe shall include a concrete driveway that is a minimum of 26' long from the edge of the garage to the edge of the sidewalk closest to the home.
12. The builder of homes on the Site shall offer a minimum of ten (10) different floorplans and up to five (5) different elevations of homes built within Baker's Pointe.
13. The areas identified as "Perimeter Buffer Areas" or as "buffer" on the Preliminary Buffer Concept Plans, attached hereto as Exhibit D, shall be preserved and/or improved as approximately depicted in the Preliminary Buffer Concept Plans. Existing healthy trees within such perimeter buffer areas shall be preserved if reasonably practical, and such preserved trees shall qualify as "credits" toward meeting the landscape requirements of the UDO. Plantings within such buffer areas shall be maintained by the HOA. The Perimeter Buffer Areas shall be installed prior to the completion of the last phase of the development of the Site.
14. The developer will direct construction traffic to access the Site using the entrance to the Site off of SR 38 and to avoid, if possible, accessing the Site off of CR 600.
15. The developer of the Site shall direct its contractors and suppliers to avoid traveling to the Site through downtown Pendleton during the morning and evening "rush hour" traffic periods.

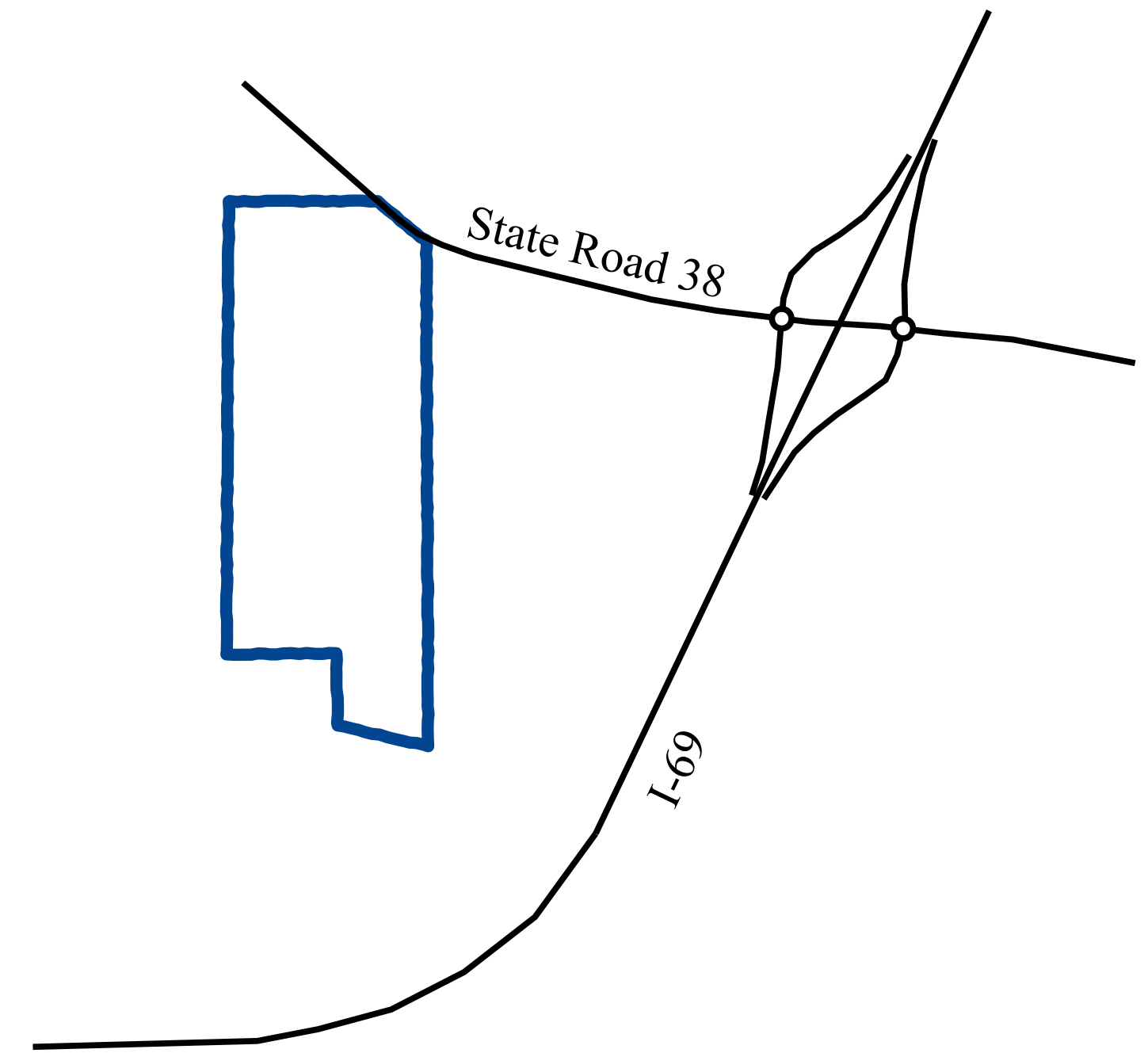
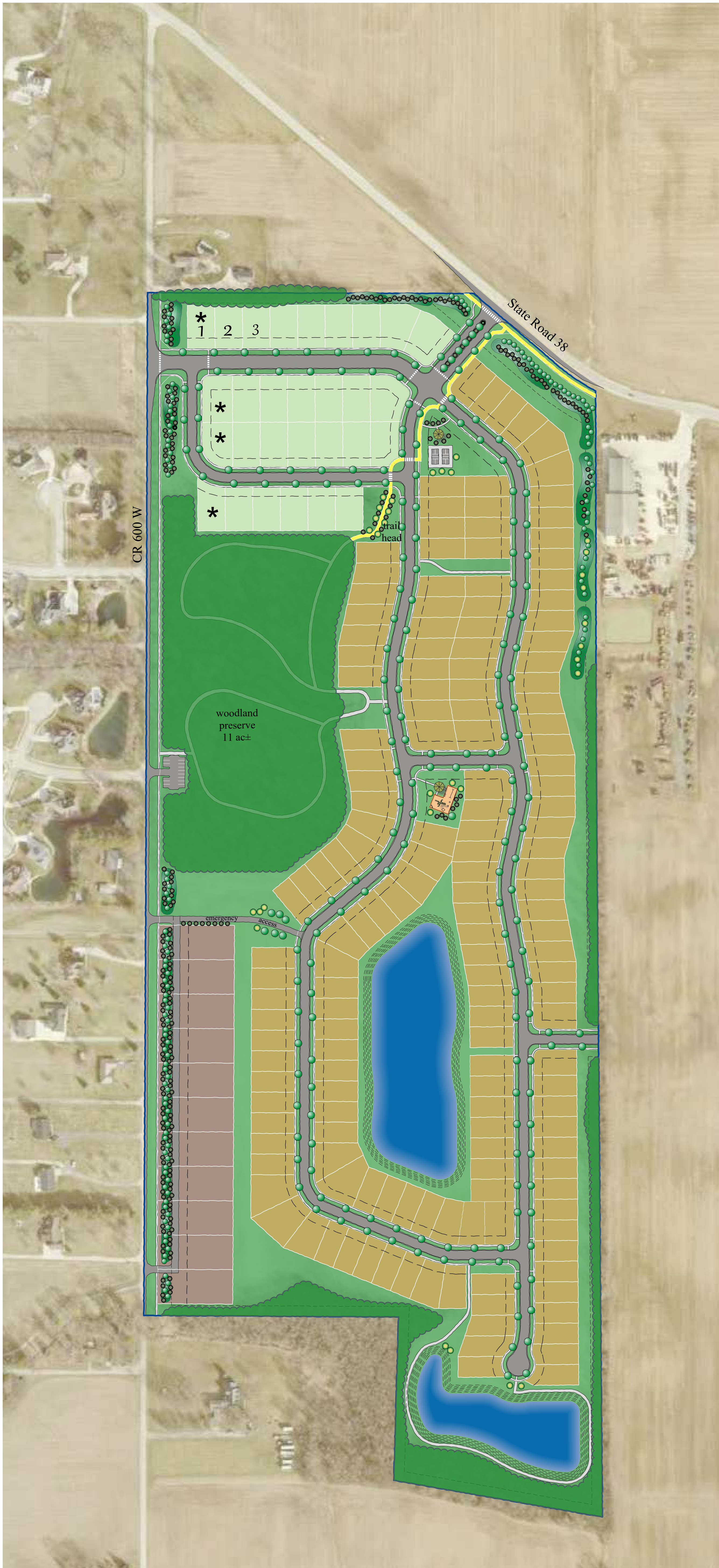
16. The Subdivision shall be developed in a substantially similar manner to the Concept Plan attached hereto as Exhibit A.
17. All homes within the Executive Section shall be built with the following minimum standards:
  - 12” roof overhangs;
  - Dimensional shingles;
  - Dusk to dawn coach lights on all homes or the installation of a yard light;
  - Minimum 1”x4” window trim on all windows unless encased by masonry;
  - Window grids on all windows;
  - Ranch (one-story and one and ½- story) homes shall be a minimum of 2,500 sf and two-story homes shall be a minimum of 3,500 sf;
  - Front loaded garage doors shall be prohibited;
  - Front and side yards shall be sodded;
  - For each Executive Section lot, a minimum of eighteen (18) shrubs shall be planted and one (1) front yard tree shall be installed;
  - Mailboxes shall be of a uniform design, subject to the approval of the United States Postal Service;
  - Except for market ready homes, which the Builder may build at its discretion, each homebuyer shall have the ability to personalize their home as follows:
    - Through the selection of interior design features such as flooring, cabinets and countertops;
    - Through the selection of a front door and a garage door; and
    - Through the selection of exterior brick and siding colors.
  - Homes built in the Executive Section shall be substantially similar in character to the sample homes presented in Exhibit B (but such Exhibit B is not intended to be an exclusive presentation of the homes that may be built without requiring the approval of the Town’s Planning Director). Home designs that are not substantially similar in character to the sample homes presented in Exhibit B shall be subject to the reasonable approval of the Town’s Planning Director.
  - The Developer may sell lots in the Executive Section to custom home builders and homes built by any custom builder will be subject to these minimum standards with the design of such custom homes subject to the approval of the Town’s Planning Director.
  - The minimum lot dimensions of lots within the Executive Section shall be 100 ft wide at the building setback line by 218 ft long.
18. All homes, excluding homes in the Executive Section (which are covered in Commitment No. 17) shall be built with the following minimum standards:
  - 12” roof overhangs;
  - Dimensional shingles;
  - Dusk to dawn coach lights on all homes or the installation of a yard light;
  - Minimum 1”x4” window trim on all windows unless encased by masonry;
  - Window grids on all windows;
  - Ranch (one-story) homes shall be a minimum of 1,600 sf and two-story homes shall be a minimum of 2,200 sf;

- Any forward facing garage door shall contain windows or decorative hardware;
  - Homes shall be substantially similar in character to the sample homes presented in Exhibit C (but such Exhibit C is not intended to be an exclusive presentation of the homes that may be built without requiring the approval of the Town's Planning Director). Home designs that are not substantially similar in character to the sample homes presented in Exhibit C shall be subject to the reasonable approval of the Town's Planning Director.
19. In addition to the minimum standards listed in Commitment No. 18 above, homes built on the four (4) lots at the north end of the Subdivision marked with an asterisk on the Concept Plan shall be built with the following minimum standards:
    - Brick or masonry exterior materials on a minimum of one hundred percent (100%) of the first floor of the front, side and rear elevations of such homes, exclusive of windows, doors, other openings and areas above a roof line
  20. Ponds built within Baker's Pointe shall be constructed in a manner so that such ponds hold water at design elevation.
  21. The north/south access drive leading to/from the lots in the Executive Section of the Subdivision shall be maintained by the HOA and shall not be publicly maintained right-of-way.
  22. The lots within the Subdivision shall be a minimum of 7,500 sf with a minimum lot width of 60 ft at the building setback line.
  23. The approximately twenty-nine (29) lots in the northwest section of Baker's Pointe north of the Woodland Area and west of the north/south entry road off of State Road 38 shall be a minimum of eighty feet (80') wide by one hundred twenty-five feet (125') long.
  24. The total number of lots within Baker's Pointe shall not exceed 200 lots.
  25. The CCR's for Baker's Pointe shall include a clause that the HOA shall approve the rental of homes within Baker's Pointe and a restriction that the term of leases for such rentals shall be for a minimum of one year in length.
  26. A traffic study shall be completed and submitted to the Pendleton Planning Department prior to the filing of the application for Primary Plat approval for Baker's Pointe.
  27. A bike rack shall be installed in the northeast corner of the Woodland Area near the trail head identified on the Concept Plan.
  28. At least two of the three lots on the north side of Baker's Pointe that are identified as 1, 2 and 3 on the Concept Plan (the "North Lots") shall be improved with ranch style, one story homes. Within 30 days of the approval of the Baker's Pointe rezone petition by the Pendleton Town Council, the owners of the adjacent parcel to the north commonly known as 6740 S 600 W, Pendleton, IN 46064 (the "Adjacent Owner"), shall advise Developer by email which two lots of the North Lots shall be developed with one-story homes. If

the Adjacent Owner does not advise the Developer of their preference, Developer will select the two lots of the North Lots that will be improved with ranch style homes. The remaining lot out of the North Lots may be improved with a one story, or a one and half story, or a two story home. This Commitment is only applicable to North Lots referenced herein.

29. No homes with side load garages shall be built on the above described North Lots.
30. If the rezoning of the Site is approved and Developer closes on the purchase of Baker's Pointe, Developer will pay the Adjacent Owner seven thousand seven hundred dollars ( \$7,700.00) within 30 days of its closing on the purchase of Baker's Pointe. This payment is intended to be applied to the cost of a fence that the Adjacent Owner intends to install and maintain on the Adjacent Owner's property; but Adjacent Owner shall not be obligated to install a fence.





site - 97.7ac±

Proposed Zoning SF-3

- Executive**  
Single Family (100'x218' typ) - 11 lots
- Subdivision**  
Single Family
- 80'x125' - 29 lots
- 60'x125' - 160 lots

Total Density - 200 units  
- 2.0 u/a

10' asphalt path



STOEPPELWERTH



# Exhibit B

## Executive Section – Emerald Homes





Exhibit C (page 1 of 2)  
Traditions Homes

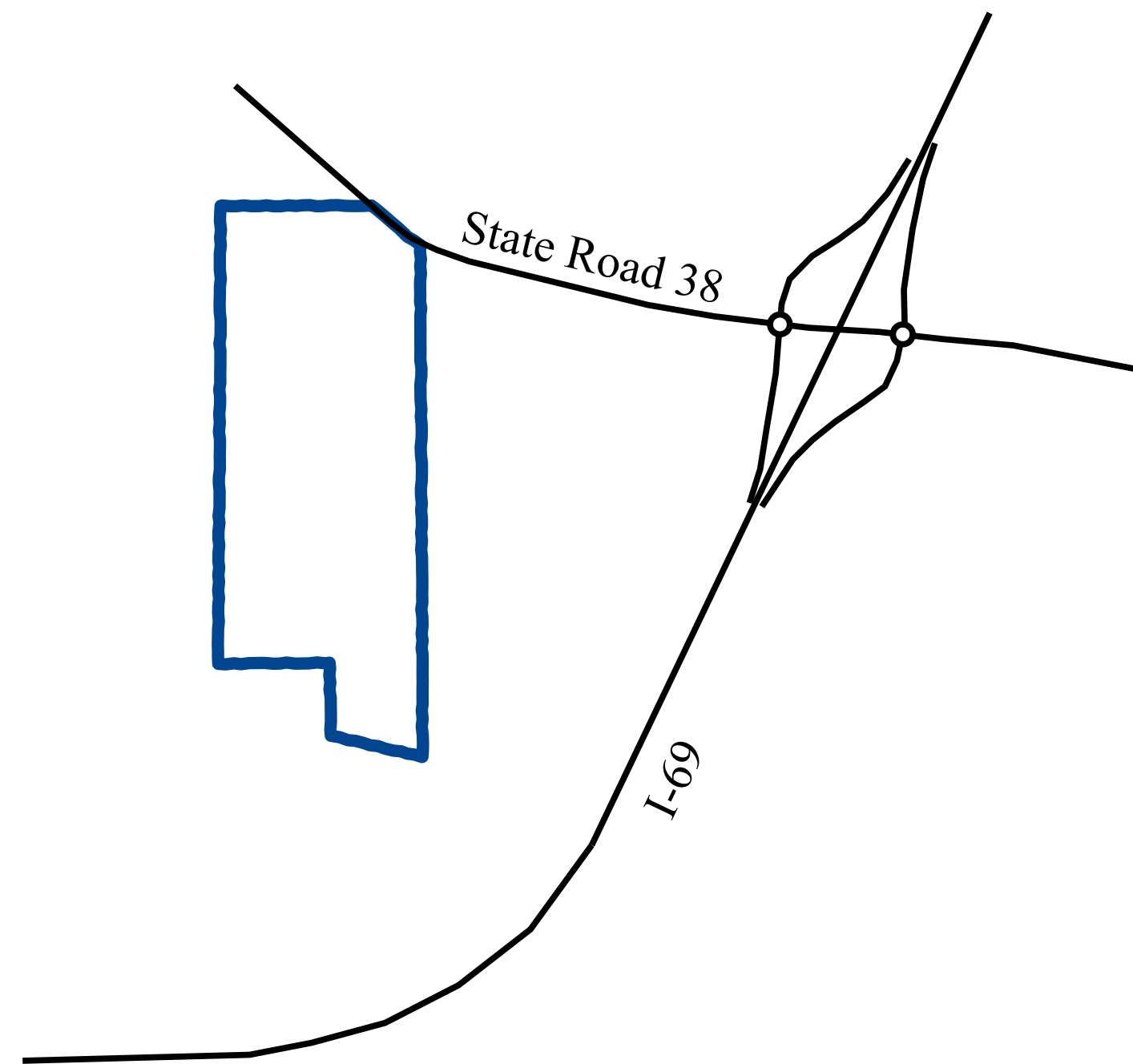
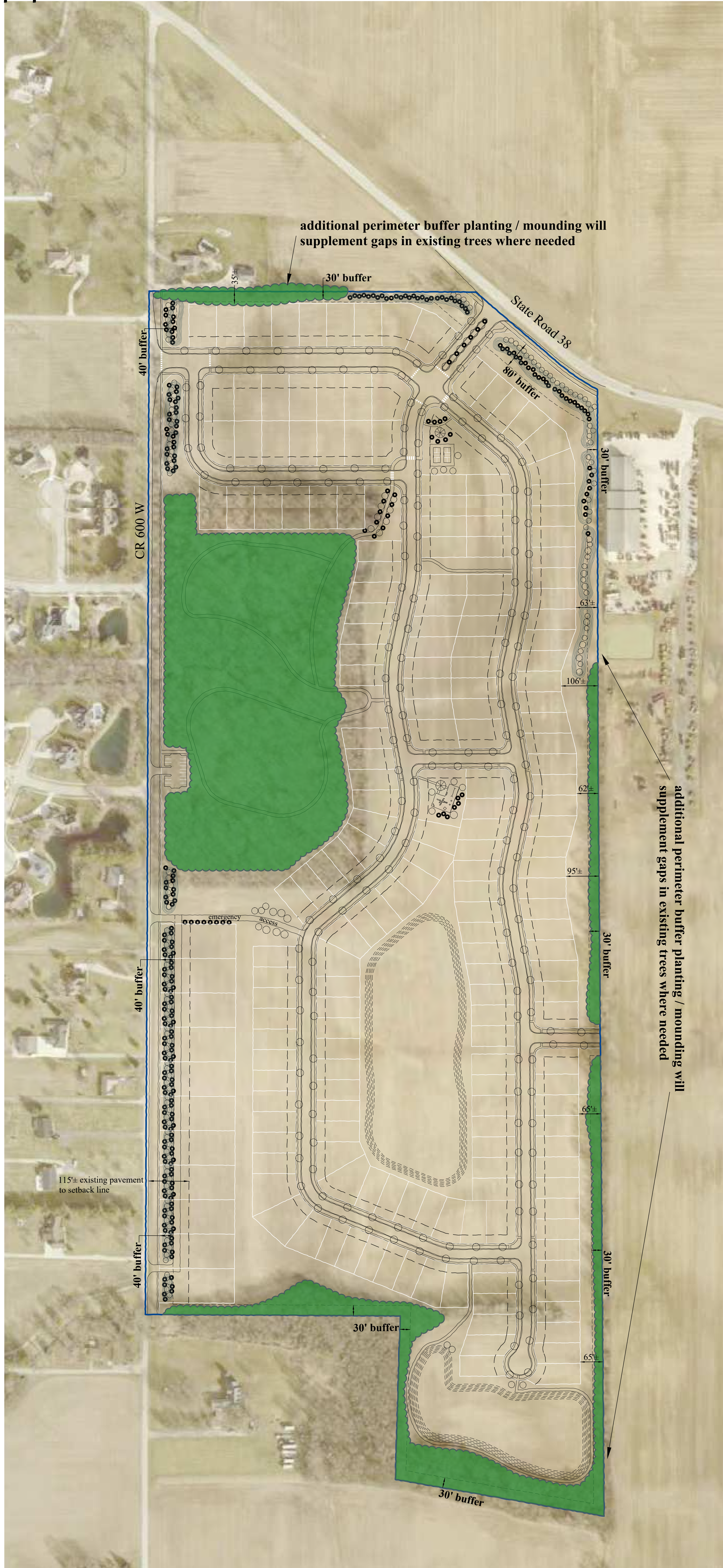




Exhibit C (page 2 of 2)  
Traditions Homes







Tree Preservation Areas



**State Road 38 buffer:**

- 80' minimum
- 10 shade trees / 20 evergreen trees / 50 shrubs
- 4'-6' undulating mound

**County Road 600 West buffer:**

- 40' minimum
- 5 shade trees / 10 evergreen trees / 25 shrubs
- 4'-6' undulating mound

**North / East / South Property Lines**

- (1-Light Buffer)
- Setback + 5' = 30' minimum
- 5 shade trees / 10 evergreen trees / 25 shrubs
- 4'-6' undulating mound

additional perimeter buffer planting / mounding will supplement gaps in existing trees where needed









# BAKER'S POINTTE





# BAKER'S POINTE

**D·R·HORTON**<sup>®</sup>  
*America's Builder*





**ORDINANCE NO. 24-03**

**AN ORDINANCE OF THE TOWN OF PENDLETON,  
MADISON COUNTY, INDIANA, AMENDING THE  
OFFICIAL ZONE MAP AS TO CERTAIN REAL ESTATE WITHIN THE  
TOWN OF PENDLETON, INDIANA, AS HEREIN DESCRIBED**

**RECITALS**

**WHEREAS**, a proposed Ordinance has been referred to the duly authorized Plan Commission of the Town of Pendleton, Indiana, for a change in the Official Zone Map as to certain real estate in said Town as hereinafter described; and

**WHEREAS**, the Pendleton Plan Commission has given proper notice and conducted a Public Hearing for this Ordinance on November 1, 2023, and continued to February 7, 2024, and, thereafter, unanimously gave a favorable recommendation to the Pendleton Town Council on Petition #PC10042023-01; and

**WHEREAS**, after receiving recommendations from Town Planning Staff, hearing comment, reviewing presented documents, and reviewing the subject property, the Pendleton Town Council hereby finds that the proposed zoning map change requested in Petition # PC10042023-01 complies with the (1) Town of Pendleton Comprehensive Plan, (2) is most compatible with the current conditions and the character of current structure and uses in the district and surrounding areas; (3) is the most desirable use for which the subject land is adapted; (4) best conserves property values throughout the Town; and (5) best provides for responsible development; and

**WHEREAS**, the Town makes the above based on the entirety of the record placed before the Plan Commission and Town Council.

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Pendleton Town Council, under the authority of Indiana Code § 36-7-4-608, and all acts amendatory thereto as follows:

**Section 1:** That the Zoning Ordinance of the Town of Pendleton, Indiana, as shown by the records of Pendleton, Indiana, be amended to change the Zone Map as incorporated therein and the following described real estate in Madison County, Indiana, to wit:

Parcel Nos: 48-14-19-200-003.000-013 and 48-14-18-300-004.000-013

and more particularly described as follows: (See attached “*Exhibit A*”.)

Subject to legal rights-of-way and easements of record.

Subject property is located at approximately 0 State Road 38 and 0 South 600 West, Pendleton, Madison County, Indiana, containing 97.7 acres more or less.

And the same is hereby rezoned from the present “A-1” (“Agriculture”) zoning classification to “SF-3” (“Single Family”).

**Section 2:** This Ordinance shall be in full force and effect from and after its passage by the Town Council of Pendleton, Indiana, and publications as provided by law.

**PASSED AND ADOPTED** by the Town Council of the Town of Pendleton, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[Signature Page Follows]

**TOWN OF PENDLETON, INDIANA, BY ITS TOWN COUNCIL**

Voting Affirmative:

Voting Opposed:

\_\_\_\_\_  
Marissa Skaggs, President

\_\_\_\_\_  
Marissa Skaggs, President

\_\_\_\_\_  
Steve Denny, Vice President

\_\_\_\_\_  
Steve Denny, Vice President

\_\_\_\_\_  
Jerry Burmeister

\_\_\_\_\_  
Jerry Burmeister

\_\_\_\_\_  
Bryan Williams

\_\_\_\_\_  
Bryan Williams

\_\_\_\_\_  
Cory Hall

\_\_\_\_\_  
Cory Hall

ATTEST:

\_\_\_\_\_  
Willie Boles, Clerk-Treasurer

*I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Jeffrey K. Graham #26380-29*

Prepared By:  
Jeffrey K. Graham #26380-29  
GRAHAM, FARRER & WILSON, PC  
Attorneys at Law  
200 E. State Street  
Pendleton, IN 46064  
(765) 221-9273 or (765) 552-9878

## I. CALL TO ORDER

The Pendleton Plan Commission (PC) met on February 7, 2024 at 7:00 pm at 100 W State Street, Pendleton, Indiana. The meeting was called to order by Tim Pritchard at 7:00 pm.

## II. ROLL CALL AND DETERMINATION OF QUORUM

Commission members present in-person were Tim Pritchard, Kyle Eichhorn, Carol Hanna, Jenny Sisson, Andrew Holloway. Commission member Carol Hanna was present via Zoom. A quorum was established.

Representing the Town in-person was Hannahrose Urbanski Planning Director, Denise McKee Assistant Planning Director, Jeff Graham Town Attorney.

Others present: Brian Tuohy of D.R. Horton Indiana at 50 S Meridian Indianapolis, Lee Phillips of D.R. Horton, Gordon Kritz of Stoppelworth Engineers, Lynne Lawyer of 1163 W US 36, Garry and Robin Brammer of 6228 W Foster Branch Dr, Kay and Dwight Cooper of 6204 W Foster Branch Dr, James Stamper of 7242 S 600 W, Adam and Jane Greene of 6977 S Foster Ridge, Stephanie Gray of 6740 S 600 W, Bryan Reichard of 6740 S 600 W, Brian and Jet Zeigler of 6679 S 600 W, Sharon Robinson of 7121 S 600 W, Mike Bluel of 6221 W Foster Branch Dr, Doug and Carol Henshaw of 6276 Foster Branch Dr, Casse Tate of 6655 S 600 W, Becky Wilson of 6071 W Foster Ridge Ln

## III. APPROVAL OF JANUARY 2024 MEETING MINUTES

Tim Pritchard requested a motion to approve the January 2024 Meeting Minutes; motion made by Kyle Eichhorn, seconded by Andrew Holloway. Roll call vote taken and all members present in person voted in favor of the motion. Motion carried.

## IV. OLD BUSINESS

A. PC10042023-01: 0 S 600 W and 0 State Road 38. Parcel ID: 48-14-19-200-003.000-013 & 48-14-18-300-004.000-013. Proposed rezone of approximately 98 acres of Large Lot Agriculture land (A-1) to Single-Family (SF-3) zoning. Franklin Urbahns & Pendleton Development LLC via D.R. Horton - Indiana, LLC by Brian J. Tuohy.

Tim Pritchard invited Brian Tuohy of Horton to begin the presentation. Tuohy provided a brief review of the original plan and lot information for the development. Touhy stated since the continuance, they have worked closely with the Planning Staff, and have made numerous changes to the proposal. (Full presentation available on Google Drive) Touhy highlighted the following changes: (images provided)

- Number of lots reduced from 213 to 200
- Wooded area increased from approximately 10 acres to approximately 11 acres by moving the retention pond by the woods, leaving the wooded area mainly intact, with the option of providing the woods and potential space for parking to the Town or the Park in exchange for reduced impact fees
- Instead of the 202 lots sized at 60'x125', there is now 160 lots of that size and now 29 lots of a larger size at 80'x125'; creating three different lot sizes, with the Executive Style lots at 100'x218
- Number of lots at northwest corner of site reduced from 36 to 29
- Increased the green space to 24 acres
- Additional home designs and architectural features provided



- Enhanced buffers (images provided):
  - SR 38 buffer – 80’ minimum, 10 shade trees / 20 evergreen trees / 50 shrubs
  - CR 600 W buffer – 40’ minimum, 5 shade trees / 10 evergreen trees / 25 shrubs
  - North/East/South property lines - 40’ minimum, 5 shade trees / 10 evergreen trees / 25 shrubs – 1 light buffer, setback + 5’ to equal 30’ minimum, 5 shade trees / 10 evergreen trees / 25 shrubs, 4’-6’ undulating mound
- Tuohy reviewed the typical plot plans for each lot size (images provided), providing details regarding sidewalks, buffers, streets and setbacks. Tuohy indicated the streets are 4’ wider than Summerlake, and will only have street parking on one side of the street.
- Tuohy provided the following proposed commitments for this development (Full list and description available on Google Drive):
  - Exterior siding material made only of brick or stone masonry, wood, fiber cement board, composite or lap siding, board and batten siding, shake siding or a combination of such materials will be offered. No vinyl siding shall be permitted on any homes constructed in the subdivision
  - Executive style section located along CR 600 W shall be constructed with brick or masonry exterior materials on a minimum of one hundred percent (100%) of the first floor of the front, side and rear elevations of such homes
  - A minimum of fifty percent of the homes in the subdivision, excluding homes in the Executive Section, shall have brick or masonry material on the first floor of the front elevation of the homes extending to the top of the first-floor elevation
  - The entryways to the subdivision off of CR 600 West and off of SR 38 shall include entryway signage and landscaping features and a median entryway approximately similar to the entryway exhibits shown in the presentation
  - There shall be no more than two (2) points of ingress and egress to and from CR 600 West and the Executive Section of the subdivision
  - The approximate eleven (11) acre woods shall be deeded to the subdivision’s HOA with a deed restriction limiting the use of such land to a tree preservation area which may include walking trails and similar compatible improvements, or deeded to the Town for purposes of public park use with the goal of maintaining and preserving the existing wooded area; the Developer shall receive a credit against the Town’s park impact fees plus the estimated cost to install pathways or parking areas; if the woods is not deeded to the Town for a public park, the following shall not be installed: the parking lot and the 10’ asphalt path depicted on the Plan extending southwest from SR 38 to the trail head identified on the Plan northeast of the wooded area; if the woods is deeded to the Town for purposes of a public park, the location and size of the parking lot shall be determined by the Town
  - Developer and the Town shall agree on the location and size of a paved emergency access pathway from CR 600 S into the site south of the wooded area; such emergency access pathway shall be paved and approximately ten feet (10’) wide and may be used as part of a walking /biking path within the subdivision
  - Developer shall prepay the Town the total Road Impact Fees for all lots in the Executive Section at the time the Developer first applies for a building permit for any of the lots in the Executive Section; road fees related to obtaining building permits for all other homes in the subdivision shall be paid at the time Developer applies for a building permit for each home
  - Each lot within the site will be subject to recorded covenants, conditions and restrictions (CCR’s), which will include a mandatory membership to the

- Homeowner's Association and provide for annual HOA assessments; the CCR's shall include a restriction that prohibits parking on both sides of the street
- All homes shall include a concrete driveway that is a minimum of 26' long from the edge of the garage to the edge of the sidewalk closest to the home
  - Builder shall offer a minimum of ten (10) different floorplans and up to five (5) different elevations of homes
  - Existing healthy trees within perimeter buffer areas shall be preserved if reasonably practical, and such preserved trees shall qualify as "credits" toward meeting the landscape requirements of the UDO; plantings within such buffer areas shall be maintained by the HOA; the perimeter buffer areas shall be installed prior to the completion of the last phase of the development of the site
  - Developer will direct construction traffic to use the entrance to the site off of SR 38 and to avoid, if possible, accessing the site off of CR 600 W; developer shall direct its contractors and suppliers to avoid traveling to the site through downtown Pendleton during the morning and evening "rush hour" traffic periods
  - Subdivision shall be developed in a substantially similar manner to the Concept Plan
  - All homes in the Executive Section shall be built with the following minimum standards:
    - 12" roof overhangs
    - Dimensional shingles
    - Dusk to dawn coach lights on all homes or the installation of a yard light
    - Minimum 1"x4" window trim on all windows unless encased by masonry
    - Window grids on all windows
    - Ranch (one-story and one and 1/2- story) homes shall be a minimum of 2,500 sf and two-story homes shall be a minimum of 3,500 sf
    - Front loaded garage doors shall be prohibited
    - Front and side yards shall be sodded
    - Minimum of eighteen (18) shrubs shall be planted and one (1) front yard tree shall be installed
    - Mailboxes shall be of a uniform design, subject to the approval of the United States Postal Service
    - Except for market ready homes, which the Builder may build at its discretion, each homebuyer shall have the ability to personalize their home as follows:
      - Through the selection of interior design features such as flooring, cabinets and countertops
      - Through the selection of a front door and a garage door
      - Through the selection of exterior brick and siding colors
    - Homes built in the Executive Section shall be substantially similar in character to the sample homes presented, home designs that are not substantially similar in character to the sample homes presented shall be subject to the reasonable approval of the Planning Director
    - These homes estimated to sell for \$550,000 - \$700,000
  - The Developer may sell lots in the Executive Section to custom home builders and homes built by any custom builder will be subject to these minimum standards with the design of such custom homes subject to the approval of the Planning Director
  - All remaining homes in the subdivision shall be built with the following minimum standards:

- 12" roof overhangs
- Dimensional shingles
- Dusk to dawn coach lights on all homes or the installation of a yard light
- Minimum 1"x4" window trim on all windows unless encased by masonry
- Window grids on all windows
- Ranch (one-story) homes shall be a minimum of 1,600 sf and two-story homes shall be a minimum of 2,200 sf
- Forward facing garage doors shall contain windows or decorative hardware
- Homes built in the subdivision shall be substantially similar in character to the sample homes presented, home designs that are not substantially similar in character to the sample homes presented shall be subject to the reasonable approval of the Planning Director
- These homes estimated to sell for \$370,000 – just under \$500,000
- In addition to the minimum standards listed in the previous commitment, homes built on the four (4) lots at the north end of the subdivision marked with an asterisk on the Concept Plan shall be built with the following minimum standards:
  - Brick or masonry exterior materials on a minimum of one hundred percent (100%) of the first floor of the front, side and rear elevations of such homes, exclusive of windows, doors, other openings and areas above a roof line
- Ponds shall be constructed in a manner so that such ponds hold water
- The north/south access drive leading to/from the lots in the Executive Section of the subdivision shall be maintained by the HOA and shall not be publicly maintained right-of-way
- Lots within the Subdivision shall be a minimum of 7,500 sf
- Approximately twenty-nine (29) lots in the northwest section north of the wooded area and west of the north/south entry road off of State Road 38 shall be a minimum of eighty feet (80') wide by one hundred twenty-five feet (125') long
- Total number of lots within shall not exceed 200
- Tuohy summarized with the following points:
  - Proposed residential neighborhood is appropriate use between existing residential neighborhoods and general business uses along interstate
  - Preservation of 11 ac +/- woods with 10' wide trails, considered an asset
  - Architectural commitments prohibit use of vinyl siding
  - Proposed design provides improved access to State Road 38
  - Approval will allow development of an unimproved site resulting in substantial increase to assessed value and Pendleton tax base
  - Proposed single-family neighborhood is significantly less dense than previously approved mixed-use PUD
  - Added several commitments in response to neighbors' comments, such as:
    - Reduced number of lots
    - Larger lots adjacent to CR 600 W on both sides of wooded area
    - Improved Site Plan
    - Parking allowed on only one side of the street
    - Enhanced landscaping
    - Directing of construction traffic
- Touhy concluded by stating that the SMCS Superintendent Mark Hall confirmed that a 200-home subdivision would not be an issue for the school system

Tim Pritchard opened discussion and questions from the Board

- Jenny Sisson asked for clarification on lot line setbacks in Executive Style section; Tuohy responded from the edge of the roadway at 600 W to the front of the house would be 115 feet
- Kyle Eichhorn asked if the buffer plantings are located on the properties; Tuohy and Urbanski provided that they would be easements with HOA maintenance; Eichhorn asked if landscaping would be installed per the UDO; Hannahrose Urbanski confirmed that to be correct; Eichhorn asked if there was a sidewalk or path along 600 and Urbanski replied it would be a 5' sidewalk
- Pritchard clarified that the Park could accept the wooded area and credit would be granted to Horton against the impact fees; if the wooded area is not deeded to the Park, Horton would still add the neighborhood trails, but it would not be part of the Park and would eliminate the parking lot off 600; this was a concern of the residents
- Eichhorn requested revised wording on: commitment 6 – developer shall receive a credit, language should be added stating “if the Town accepts the 11 acres, then the developer shall receive a credit”; commitment 5 – replace “CR 600 West and” with “CR 600 West from”; commitment 20 – “ponds hold water” is vague and should be changed to “holds water at the designed normal pool”; commitment 22 should include “and a minimum width of 60ft”; and to specify for the Executive Lots “a minimum width of 100ft”; Tuohy was agreeable to recommendations
- Carol Hanna suggested whether or not the wooded area is a Town park, bike racks at the trails would be nice at the northeast trailhead; Tuohy was agreeable

Hannahrose Urbanski presented the Staff Analysis, which is to analyze the petition against the Comprehensive Plan, other approved/relevant plans and ordinances, as well as any existing conditions and/or variances placed upon the site, to present facts and analysis:

- Property is shown in 2018 Comprehensive Plan as a PUD, while now a non-existent zoning district, indicates this area is suggested for future use as a residential development. The 2021 I-69 Plan also shows this area as single-family residential, that could incorporate executive housing, with park and trail space
- Per both of these plans, a residential use in this area is considered desirable and appropriate. Per Objective 5.2, (Comprehensive Plan) diverse housing types within the same neighborhood are encouraged
- Preservation of the natural woodland is consistent with Objective 2.5 (Comprehensive Plan), which requires all new residential developments to be within walking distance of a park, recreation or open area. It is also consistent with Objective 3.8, which promotes the preservation of natural features in new development or redevelopment
- Conceptual layout is generally consistent with applicable standards. Exact engineering is done in the Primary and Secondary platting phases for items such as; density, street/sidewalk widths, access management, architecture, landscaping, etc. that must meet applicable standards. Primary Platting is again petitioned to the Plan Commission for approval
- Proposed rezone is not injurious to public health, welfare or safety

Tim Pritchard opened the meeting for Public questions/comments

- Adam Greene of 6977 S Foster Ridge expressed concern about 600 and desired upgrades and who would do that; Hannahrose Urbanski stated that would be done through impact fees; Greene also asked about any signaling on 38, or traffic/turn lanes; Urbanski answered that INDOT would be responsible for 38, Greene also asked about

- connectivity to the Town; Denise McKee replied that the 2017 Bicycle and Pedestrian Master Plan addresses trail systems and connectivity that would lead into Town
- Jett Zigler of 6679 S 600 W reviewed the buffer information for clarification; Zigler expressed concern regarding monotony of housing styles for 180 homes and their visibility; Brian Tuohy reviewed all the housing styles and elevations and pointed out that the visibility of the homes will be limited due to the majority of them being behind the 11-acre woods; Tuohy stated the vast majority of the homes are several hundreds of feet or approximately two football fields away from 600, and not facing 600; Zigler said her concern is the view as people come into or out of Town; Tuohy noted the distance from 38 and the enhanced screening would reduce that visibility; Tuohy did not agree that custom homes would be built there along 38, as that land has been for sale for quite some time and believes they would have already been built, especially coming out of one of the hottest housing markets that we have ever had. Zigler asked about other builders that could come in and build and is there specification about quality homes; Tuohy said they would have to look substantially similar or go through Planning Department approval; Zigler asked why only build 11 Executive Style houses; Pritchard reiterated that no home builder has come to this property or the property to the east wanting to build homes since these properties have been for sale; Zigler also expressed concern about 600 and people accessing the subdivision from 600 instead of 38
  - Jane Greene of 6977 S Foster Ridge expressed concern about 600 and adding traffic to a too narrow road, and that traffic will be backed up on 600
  - Casse Tate of 6655 S 600 W shared Greene's concern and also the concern for that traffic so close to her drive; Tate asked what initiates a traffic study; Urbanski replied if a traffic study was warranted, it would be required in Primary Platting phase and depending on the study it would determine how those entrances would be aligned and how large they would be, etc.
  - Denise McKee added that this rezone request is not an indication that every piece of this layout would be approved at the Primary Plat phase, it would be subject to review from Plan Commission and Technical Review Committee, which is a very detailed process involving electric, water and storm review; the Town engineer will also take a close look at the specifics; if the engineer at that time thinks a traffic study would be warranted, the Plan Commission can make that a condition of the Primary Plat for that to be conducted; Tate asked the Commission to make that a condition of the development
  - Garry Brammer of 6228 W Foster Branch Dr acknowledged the amount of work that has been done regarding this plan; he said it's obvious the owner wants to sell and the Town wants the impact fees but questioned the green space acres and did that include the 11 for the woods; Tuohy confirmed it did not and Brammer then calculated the net density at 3.3 homes per acre, which Brammer claimed is more than what was originally presented, so it seems Horton is going backwards; Urbanski replied it is based on gross density not net; Brammer appreciates the extra landscaping, but stated in reality it is to hide their product; Brammer agrees there need to be two entrances for this neighborhood but wants no more traffic onto 600; Brammer has concern that if Horton does not build the 11 lots, no one will pay such a high price for those lots; Brammer referenced the four gateways into Pendleton: Pendleton Ave has Carrick Glen a Horton development, 36 and 38 are pretty well developed, 9 has the Huntzinger development; Carrick Glen and Huntzinger have plenty of lots still available so he does not see the emergency to sell this land, from the west there are several nice houses on 38 before Jefferson Place and Fox Run and their neighborhood; there is only one area left for nice development, which is this land and the land on the other side, and what is the hurry; Brammer encouraged the Commission to put the brakes on, and pointed out that this disagrees with the 2008

Comprehensive Plan; Brammer expressed concern about the development of 146<sup>th</sup> St extension; Brammer said no one has come to one of their meetings in support of this development; Brammer stated that they want residential growth in the area, they just don't want theirs

- Brian Stummel of 7207 S 600 W lives next to the creek and has concerns about the retention pond draining into the creek; Gordon Kritz stated that is a regulated drain and that will be an outlet point for the ponds; any flows that are going there now will be greatly reduced to a release rate that is much less than what is going there now; downstream improvements will be looked at and improvements will be made, such as if the pipe under 600 is collapsed; Urbanski added that they would have to work in conjunction with the County Drainage Board for those calculations
- Becky Wilson of 6071 W Foster Ridge Dr asked if the HOA would regulate the restriction of rentals if properties did not sell; Wilson provided real estate statistics comparing recent sales in their neighborhood versus listings in Carrick Glen that have not sold, and have they considered going to all ½ acre lots and putting Executive houses in the whole thing; Wilson believes there is a market for the larger Executive style homes
- Janis Stamper of 7242 S 600 W has concerns about the drainage of the pond and the buffer by the pond next to her woods and on the edge of the 11 Executive homes; Kritz indicated they would meet all the County standards for the release rates, including cleaning or dredging for a clear outlet; regarding the buffer, the current trees will remain and 30-40 ft of green space before the lot line to the home and then there is the side setback to the home; adjacent to the pond, Kritz said that is still conceptual but they want to keep trees around the pond; Stamper expressed concern about the pond and her grandsons getting in it
- Pritchard summarized strong points from the discussion: traffic and upgrades to 600 and how that will be addressed, and the traffic study onto 38 at the entrances
- Urbanski addressed the concern about 600, that it will have to be improved per the code one way or the other whether Horton does it or the Town
- Kyle Eichhorn asked if results from a traffic study would have any effect on this rezone; Urbanski said no, that it would be more towards how the traffic flows through the site and if it needed to be recalibrated
- Jenny Sisson commented that the anti-monotony standards that are in place now are not what was existing when Carrick Glen was developed; Sisson stated there is now a lot more frontage variations, so that even if floor plans are the same the fronts can look completely different; Sisson asked if additional colors for the Hardey planks can be provided
- Lee Phillips with Horton said they will be offering a wide range of colors, in addition they have traditionally been a spec builder but with this development they will be allowing customer to make quite a few decisions about interior and exterior features; the development will be a mix of home designs that Horton selects and designs that customers select
- Sisson asked if there would also be more color variety with the windows; Phillips said they would adhere to all the anti-monotony standards for variation
- Brian Tuohy expressed his appreciation for the time, he noted responses with concern about the traffic and agreed that was an understandable concern; his belief is that most residents from the development would exit directly onto 38 due to the ease of access and visibility; Tuohy said to address that concern they could add an additional commitment to agree to provide a traffic study along with their Primary Plat submission to the Planning Department and Plan Commission; Tuohy responded to the Wilson's comments about the three homes selling in her neighborhood stating that Horton

- believes the 11 Executive Style homes will go for about \$550,000-\$700,000, Horton would not build those if they did not believe they would sell; Tuohy said they believe on this dead-end road with the proposed private lane with nice sized lots against the wooded area that these are very saleable; Tuohy continued saying that Horton does not believe the Executive Style homes would be saleable on the flat farm field next to the farm implement dealer and eventually next to other uses adjacent to the interstate; they do believe homes in the \$370,000-\$425,000 range are saleable there if properly screened; Tuohy referenced the rental request and that it is an interesting phenomenon, which the attorney will probably agree with; you have trouble restricting people from renting out their houses: if you buy a house and rent it to your daughter to get her going, you don't want to be restricted from doing that, but on the other hand you do not want a neighborhood full of rentals; what Horton has done with other subdivisions is limit rentals to a minimum rental of 1 year, and that each rental has to get HOA approval; Tuohy said they are happy to add those kinds of commitments, but you cannot just say no rentals or you will be violating the Fair Housing Act
- Tuohy spoke to the sidewalk issue and no connectivity; he pointed out the sidewalks along 600 and trails in the subdivision connecting to an area of sidewalk on 38, and when the next site develops these sidewalks are knit together like they've done in other areas of Town; you begin with sidewalks to nowhere but that is how you start
  - Tuohy summarized saying they would add additional commitments to do the traffic study prior to submission for platting, and the commitment that the HOA would have to approve rental homes and no short-term rentals
  - Robin Brammer of 6228 W Foster Branch Dr referenced the 11 lots and trying to put the numbers together, the selling price of the land at \$175,000 and if you subtract the price for the house at \$550,000-\$700,000; she asked what the real value is for the house because it does not seem like much house; Tuohy responded that Horton wants to build those houses, but if they get interest from custom builders, they want the right to be able to sell that lot; no one knows exactly how much they are going to cost, but if a lot sells for \$150,000-\$175,000 and you use the general 4:1 rationale, that puts the house at \$600,000 which is right in the middle of that range; Horton wants to build those homes as they are very profitable for Horton, they plan on building those; Brammer said they would be gouging at that point
  - Jenny Sisson said that everything has been addressed, along with some additional points: the transition from one half to the next half to blend into the commercial property has been addressed, the traffic study and impact fees
  - Eichhorn agreed that it provides a good transition
  - Carol Hanna remarked that the Plan Commission's responsibility has been to look at the proposal and compare it to all our plans: The Comprehensive Plan, our ordinances and to determine that essentially all the relevant criteria have been met; I cannot assert personal biases or whether or not I want it in my backyard

**Tim Pritchard entertained a motion for the Plan Commission to make a recommendation to the Town Council for favorable, neutral or non-favorable, all with or without commitments. Jenny Sisson made a motion to approve a favorable recommendation with all the commitments; written and verbal, to the Town Council. Motion seconded by Carol Hanna. Roll call vote taken and all members present voted in favor of the continuance. Motion carried.**

Tim Pritchard announced this would go before the Town Council at their March 4 meeting.

- B. Review and vote on possible amendments to the 2021 I-69 Interchange Master Plan

Hannahrose Urbanski presented:

- Discussed with RDC last week
- Added new description for Residential Development District; added language:
  - The SW Quadrant is viable for a mix of townhomes, condos, multi-family and single-family residential homes that would be denser near the interstate and less dense as you approached the Foster Branch neighborhoods
- Verbiage removes the exclusivity of just the larger executive-style homes
- Add red area on map to indicate possibility of more dense development or commercial
- This was the original scope according to RDC and prior staff

Public Comment

- Lynne Lawyer, representing the real estate to the north of 38, said as you get closer to the interstate you need business and mixed-use because it is unlikely that people will build million dollar homes along the interstate; she agreed that the amendment is better, given the way things develop

**Tim Pritchard made a motion to approve the I-69 Interchange Master Plan amendments as presented and discussed. Motion seconded by Kyle Eichhorn. Roll call vote taken and all members present voted in favor of the proposed amendments. Motion carried.**

## VII. ADJOURNMENT

Meeting adjourned by Tim Pritchard at 9:14 pm.

Next meeting March 6, 2024 at 7:00 pm.





**RESOLUTION NO. R-24-04**

**ADDITIONAL APPROPRIATION**

**WHEREAS**, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the annual budget.

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Pendleton, Madison County, Indiana, that for expenses of the ARPA funds, the additional sum of money is hereby appropriated out of Unappropriated ARPA Fund, for the following purposes specified, subject to laws governing the same:

<u>Fund Name</u>	<u>Amount Requested</u>	<u>Amount Approved</u>
From: Unappropriated ARPA Fund	\$435,000.00	
To ARPA 1176001361.000		\$435,000.00

**ADOPTED** this \_\_\_ day of March, 2024

**TOWN OF PENDLETON, INDIANA, BY ITS TOWN COUNCIL**

Voting Affirmative:

Voting Opposed:

\_\_\_\_\_  
Marissa Skaggs, President

\_\_\_\_\_  
Marissa Skaggs, President

\_\_\_\_\_  
Steve Denny, Vice President

\_\_\_\_\_  
Steve Denny, Vice-President

\_\_\_\_\_  
Jerry Burmeister

\_\_\_\_\_  
Jerry Burmeister

\_\_\_\_\_  
Bryan Williams

\_\_\_\_\_  
Bryan Williams

\_\_\_\_\_  
Cory Hall

\_\_\_\_\_  
Cory Hall

ATTEST:

\_\_\_\_\_  
Willie F. Boles, Clerk-Treasurer

**NOTICE TO TAXPAYERS OF  
ADDITIONAL APPROPRIATION**

Notice is hereby given to the taxpayers of the Town of Pendleton, Madison County, Indiana, that the proper legal officers will consider the following additional appropriation at their meeting on Monday, March 4, 2024, at 6:00 p.m., at Pendleton Town Hall, 100 W. State Street, Pendleton, Indiana 46064.

	FUND	AMOUNT
From:	Unappropriated ARPA Fund	\$435,000.00
To	ARPA 1176001361.000	\$435,000.00

Taxpayers appearing at the meeting shall have a right to be heard and written objections that are filed with the Pendleton Town Council at or before the Hearing will be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance ("Department"). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

It is the policy of the Town of Pendleton, that all public meetings and events comply with Title II of the Americans with Disabilities Act and are accessible to people with disabilities. Individuals with disabilities, as defined under the ADA, who may need auxiliary aids, services, or special modifications to participate in a public meeting or event should contact the office of Pendleton Town Clerk, as soon as possible, but no less than forty-eight (48) hours before the scheduled meeting or event.

Dated: February 22, 2024

Pendleton Town Council  
/s/ Marissa Skaggs, President

.....

**PLEASE PUBLISH on or before February 22, 2024**



2525 West State Road 114  
Rochester, IN 46975  
Phone: (800) 700-7878  
Fax: (800) 865-8517

[www.republicfirstnational.com](http://www.republicfirstnational.com)

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February 29, 2024

Chris Nodine  
Town of Pendleton  
100 South Broadway Street  
Pendleton, IN 46064

**RE: Financing for One (1) New Life Line Medic 82 Ambulance, One (1) New Stryker Cot & Power Load System, One (1) Remounted Medic 81 Ambulance**

---

Dear Chris:

The documents for financing of the equipment listed above are enclosed. A Documentation Checklist has been included to guide you through the process of executing the contract. Please use this checklist to ensure the contract is completed accurately and completely so we may expedite funding your lease when we receive the returned original contract. **Please print the documents single sided only. No double-sided documentation will be accepted.**

Listed below are the documents we will need to fund this transaction:

- Lease Agreement with all Exhibits
- Insurance Coverage Requirements
- Escrow Agreement
- Government Certificate of Exemption
- Invoice Instructions
- Notice and Acknowledgment of Assignment
- Payment Request Form
- Documentation Fee

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Senior Credit Committee of Republic First National, its nominees or assigns. The interest rate quoted is valid through March 7, 2024.

If you have any questions, please feel free to contact me at (800) 700-7878. On behalf of everyone at Republic First National, thank you for your business!

Sincerely,

Logan Newby  
Doc Processor

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*"When results matter"*



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Rochester, IN 46975  
Phone: (800) 700-7878  
Fax: (800) 865-8517

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## *Invoice*

To:  
Town of Pendleton  
Attn: Chris Nodine  
100 South Broadway Street  
Pendleton, IN 46064

**Re: Lease for One (1) New Life Line Medic 82 Ambulance, One (1) New Stryker Cot & Power Load System, One (1) Remounted Medic 81 Ambulance**

DESCRIPTION	AMOUNT
<b>Documentation Fee:</b>	<b>\$299.00</b>
<b>TOTAL DUE:</b>	<b>\$299.00</b>

Make checks payable to:  
**Republic First National Corporation**  
**2525 West State Road 114**  
**Rochester, IN 46975**

If you have any questions, please feel free to contact Logan Newby at (800) 700-7878.

---

*"When results matter"*

# DOCUMENTATION CHECKLIST

The instructions on this checklist should be followed to properly execute the attached documentation. Incomplete or improperly completed documents may delay funding. If you have any questions regarding the instructions please contact our office immediately for assistance at (800)700-7878.

*All original documentation must be returned to Republic First National prior to funding.*

---

- Master Equipment Lease Purchase Agreement**
  - Sign under 'Lessee', print title and current date
  - Witness signature and printed title should be from another member of the governing committee but not the Clerk or Secretary (area highlighted in green)
- Exhibit A---Schedule of Equipment**
  - Sign under 'Lessee' and print title and current date
  - Witness signature and printed title should be member of governing committee as signed on Lease Purchase Agreement (area highlighted in green)
- Attachment 1-Equipment Description**
- Attachment 2- Payment Schedule**
  - Sign under 'Lessee' and print title and current date
- Exhibit B---Municipal Certificate**
  - The Clerk or Secretary of the municipality should complete the section regarding their title and current date
  - Type the date of the meeting at which the governing body approved the purchase
  - Print the name and title of the individual authorized to execute the Agreement (***this is the individual who also signs the agreement under 'Lessee' throughout the contract***)
  - Type in the fiscal year for the lessee
  - The Clerk or Secretary must sign the document and print their title, thereby verifying the authority of the individual named to enter into the agreement on behalf of the municipality (area highlighted in yellow)
- Exhibit C---Opinion of Lessee's Counsel**
  - Request your legal counsel retype the 'Opinion of Lessee's Counsel' (Exhibit C, sample) on his/her business letterhead with his/her signature and the current date
- Void Exhibit D---Acceptance Certificate**
  - Sign, title and date the document
  - (Optional) Have additional authorized individual sign, title and date
- Exhibit D---Acceptance Certificate**
  - Sign under 'Lessee' and print title and current date
- Insurance Coverage Requirements**
  - Complete the information for your insurance company and agent as listed on the document
  - Sign, title and date the document
- Government Certificate of Exemption**
  - Sign, title, and date the document; and provide municipality's Federal Tax ID number
- Invoice Instructions**
  - Complete the information regarding mailing address of invoices; contact person in event a payment is not received; and physical address of equipment location once installed and in operation
- Notice and Acknowledgment of Assignment**
  - Sign, title, date, and provide contact phone number under Lessee
- Escrow Agreement**
  - Sign, title and date the document
- Payment Request Form**
  - Sign, title and date the document
- Documentation Fee**
  - Remit payment of Documentation Fee to Republic First National as per the invoice provided



2525 West State Road 114  
Rochester, IN 46975  
Phone: (800) 700-7878  
Fax: (800) 865-8517

www.republicfirstnational.com

## MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

**LESSEE: Town of Pendleton**

**This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of February 20, 2024, and entered into between Republic First National Corporation ("Lessor"), and Town of Pendleton, 100 South Broadway Street, Pendleton, IN 46064 a body corporate and politic duly organized and existing under the laws of the State of Indiana ("Lessee");**

### RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, The relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

### ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other type of such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

## ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof. "Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in an Acceptance Certificate substantially in the form of Exhibit D hereto, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited by Lessor for that purpose with an escrow agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

## ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.06** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.06**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance Under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Municipal Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## **ARTICLE IV. RENTAL PAYMENTS**

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the greater of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 4.06, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms for each Lease can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 4.06. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

## **ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE**

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Price set forth in that Schedule.

## **ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.



**Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term.

**Section 6.05. Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

**Section 6.06. Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

## **ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 7.01. Risk of Loss.** Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

**Section 7.02. Damage, Destruction and Condemnation.** If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

**Section 7.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## **ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

**Section 8.01. Disclaimer of Warranties.** LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

**Section 8.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 8.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

**Section 8.04. Essential Nature of the Equipment.** Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

## **ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

**Section 9.01. Assignment by Lessor.** Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

**Section 9.02. Assignment and Subleasing by Lessee.** None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

**Section 9.03. Release and Indemnification Covenants.** To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses

in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

## **ARTICLE X. EVENTS OF DEFAULT AND REMEDIES**

**Section 10.01. Events of Default Defined.** Subject to the provisions of **Section 4.06**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 10.02. Remedies on Default.** Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

**Section 10.03. No Remedy Exclusive.** No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

**Section 10.04. Agreement to Pay Attorneys' Fees and Expenses.** If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

**Section 10.05. Application of Moneys.** Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.

(b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

**ARTICLE XI. MISCELLANEOUS**

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 11.06. Execution in Counterparts: Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. **TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.**

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

**Lease No. 0220XPEN**

**LESSEE: Town of Pendleton**

By **X** \_\_\_\_\_

**Witness** \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

**Title** Chris Nodine, Fire Chief

Date **X** \_\_\_\_\_

**LESSOR: Republic First National Corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# EXHIBIT A

## SCHEDULE OF EQUIPMENT NO. 01

COUNTERPART NO. 1

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 01 between Republic First National Corporation as Lessor and Town of Pendleton as Lessee dated as of February 20, 2024 to Master Equipment Lease Purchase Agreement dated as of February 20, 2024.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.
6. **Certificate of "Qualified Tax-Exempt Obligation" By Lessee.** Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.
7. **Other Provisions.**

**Lease Number: 0220XPEN**

**LESSEE: Town of Pendleton**

By **X** \_\_\_\_\_

**Witness** \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

**Title** Chris Nodine, Fire Chief

Date **X** \_\_\_\_\_

**LESSOR: Republic First National Corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# ATTACHMENT 1

## EQUIPMENT DESCRIPTION

---

**RE:** Schedule of Equipment No. 01 between Republic First National Corporation as Lessor and Town of Pendleton as Lessee dated as of February 20, 2024 to Master Equipment Lease Purchase Agreement dated as of February 20, 2024.

### Description

One (1) New Life Line Medic 82 Ambulance, One (1) New Stryker Cot & Power Load System, One (1) Remounted Medic 81 Ambulance

# ATTACHMENT 2 PAYMENT SCHEDULE

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**RE:** Schedule of Equipment No. 01 between Republic First National Corporation as Lessor and Town of Pendleton as Lessee dated as of February 20, 2024 to Master Equipment Lease Purchase Agreement dated as of February 20, 2024.

Lease Number: 0220XPEN

**Cost of Equipment: \$495,515.00**

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Early Termination Purchase Option
1	2/20/2025	\$118,036.65	\$30,354.74	\$87,681.91	<b>Not Available</b>
2	2/20/2026	\$118,036.65	\$24,983.44	\$93,053.21	<b>\$319,883.43</b>
3	2/20/2027	\$118,036.65	\$19,283.09	\$98,753.56	<b>\$218,672.65</b>
4	2/20/2028	\$118,036.65	\$13,233.55	\$104,803.10	<b>\$112,138.18</b>
5	2/20/2029	\$118,036.65	\$6,813.43	\$111,223.22	<b>\$0.00</b>
<b>Grand Totals</b>		<b>\$590,183.25</b>	<b>\$94,668.25</b>	<b>\$495,515.00</b>	

**LESSEE: Town of Pendleton**

By **X** \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

Date **X** \_\_\_\_\_

# EXHIBIT B

## MUNICIPAL CERTIFICATE

**Re: Schedule of Equipment No. 01 between Republic First National Corporation as Lessor and Town of Pendleton as Lessee dated as of February 20, 2024 to Master Equipment Lease Purchase Agreement dated as of February 20, 2024.**

I, the undersigned, the duly appointed, qualified and acting **Deputy Clerk Treasurer** of the above captioned Lessee do hereby certify this **X** \_\_\_\_ day of **X** \_\_\_\_\_, 20 **X** \_\_\_\_, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on **X** \_\_\_\_\_, 20 **X** \_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Willy Boles  
**Printed Name of Person Executing the Lease**

Clerk Treasurer  
**Title**

**X** \_\_\_\_\_  
**Signature of Person Executing the Lease**

- (2) The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above-referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above-referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from **X** \_\_\_\_\_ to **X** \_\_\_\_\_.

**IN WITNESS WHEREOF**, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.

**Town of Pendleton**

**By** \_\_\_\_\_

**Printed Name / Title** Karen Parkison, Deputy Clerk Treasurer

**\*Above signature must be in addition to the two signatures on the Master Equipment Lease Purchase Agreement. This person must be authorized by the governing body to execute the documents on behalf of the Municipality.**

# EXHIBIT C

## OPINION OF LESSEE'S COUNSEL

*(Must be re-typed onto attorney's letterhead)*

### Lessee: Town of Pendleton

Republic First National Corporation  
2525 West State Road 114  
Rochester, IN 46975

Gentlemen:

As legal counsel to Town of Pendleton (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of February 20, 2024, and Exhibits thereto by and between Republic First National Corporation (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated February 20, 2024, by and between Lessor and Lessee, which, among other things, provides for the lease to with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"), an executed counterpart of a certain Escrow Agreement dated February 20, 2024, by and between Lessor, Lessee and Community State Bank as Escrow Agent (collectively, the "Agreement") (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is Town of Pendleton.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine, I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings. The portion of payments under the Agreement allocable to interest, upon receipt, will not be includable in Federal gross income under statutes, regulations, court decisions and rulings existing on the date of this opinion and consequently, will be exempt from present Federal income taxes and income tax of the State of Indiana.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date



# EXHIBIT D

## ACCEPTANCE CERTIFICATE VOID TO BE UTILIZED AS A SIGNATURE CARD ONLY

Republic First National Corporation  
2525 West State Road 114  
Rochester, IN 46975

Ladies and Gentlemen:

**Re: Schedule of Equipment No. 01, dated February 20, 2024, to Master Equipment Lease Purchase Agreement, dated as of February 20, 2024, between Republic First National Corporation, as Lessor, and Town of Pendleton, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

**LESSEE: Town of Pendleton**

By **X** \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

Date **X** \_\_\_\_\_

***Signature of additional authorized individual (optional) of Lessee***

By **X** \_\_\_\_\_

Title **X** \_\_\_\_\_

Date **X** \_\_\_\_\_

# EXHIBIT D

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## ACCEPTANCE CERTIFICATE

Republic First National Corporation  
2525 West State Road 114  
Rochester, IN 46975

Ladies and Gentlemen:

**Re: Schedule of Equipment No. 01, dated February 20, 2024, to Master Equipment Lease Purchase Agreement, dated as of February 20, 2024, between Republic First National Corporation, as Lessor, and Town of Pendleton, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

**LESSEE: Town of Pendleton**

By **X** \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

Date **X** \_\_\_\_\_

# INSURANCE COVERAGE REQUIREMENTS

**Re:** Schedule of Equipment No. 01 between Republic First National Corporation as Lessor and Town of Pendleton as Lessee dated as of February 20, 2024 to Master Equipment Lease Purchase Agreement dated as of February 20, 2024.

## Lessee: Town of Pendleton

Please mark one of the following:

( ) 1. In accordance with **Section 6.05** of the Agreement, we have instructed the insurance agent named below to

Insurance Company Name: <b>X</b>		
Agents Name: <b>X</b>		
Address: <b>X</b>		
City: <b>X</b>	State: <b>X</b>	Zip: <b>X</b>
Phone: <b>X</b>	Fax: <b>X</b>	Email: <b>X</b>

issue to:

**Community State Bank, and/or its assigns**  
**101 North Chicago Street**  
**Royal Center, IN 46978**

on the following equipment:

**One (1) New Life Line Medic 82 Ambulance, One (1) New Stryker Cot & Power Load System, One (1) Remounted Medic 81 Ambulance with a total acquisition cost of \$495,515.00**

- a. Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming "Community State Bank, and/or its assigns" as loss payee with the following coverage required:  
Full Replacement Value
- b. Public Liability Insurance evidence by a Certificate of Insurance naming "Community State Bank, and/or its assigns" as an additional Insured with the following minimum coverage required:  
\$500,000.00 per person  
\$1,000,000.00 aggregate bodily injury liability  
\$300,000.00 property damage liability

( ) 2. Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

**Proof of insurance coverage will be provided to Republic First National Corporation prior to the time the Equipment is delivered to us.**

## Town of Pendleton

By **X** \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

Date **X** \_\_\_\_\_

# GOVERNMENT CERTIFICATE OF EXEMPTION

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TO: Republic First National Corp.  
2525 West State Road 114  
Rochester, IN 46975

The undersigned hereby certifies the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Indiana or a county or municipality within the State of Indiana or the Federal Government, or an agency thereof, and are for the use of such government or agency.

The undersigned also certifies the leasing of the Equipment is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from all state and local personal property.

Name of government or agency:

**Town of Pendleton**

By X \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

Date X \_\_\_\_\_

Tax ID No. X \_\_\_\_\_



2525 West State Road 114  
Rochester, IN 46975  
Phone: (800) 700-7878  
Fax: (800) 865-8517

www.republicfirstnational.com

## INVOICE INSTRUCTIONS

Please fill in the address that invoices for the payments should be sent to:

Person/Department:	X
Name of Lessee:	X
Street/P.O. Box:	X
City, State, Zip	X

Schedule of Equipment No. 01 between Republic First National Corporation as Lessor and Town of Pendleton as Lessee dated as of February 20, 2024 to Master Equipment Lease Purchase Agreement dated as of February 20, 2024.

**Equipment Description: One (1) New Life Line Medic 82 Ambulance, One (1) New Stryker Cot & Power Load System, One (1) Remounted Medic 81 Ambulance**

Name and phone number of person to contact if payment is not received by due date:

Name:	X
Phone Number:	X

Please fill in the address where the equipment can be located:

Person/Department:	X
Name of Lessee:	X
Street:	X
City, State, Zip:	X
County:	X



2525 West State Road 114  
Rochester, IN 46975  
Phone: (800) 700-7878  
Fax: (800) 865-8517

www.republicfirstnational.com

**NOTICE OF ASSIGNMENT**

February 29, 2024

Town of Pendleton  
100 South Broadway Street  
Pendleton, IN 46064

**RE: Schedule of Equipment No. 01, dated February 20, 2024 to Master Equipment Lease Purchase Agreement, dated as of February 20, 2024 (the "Agreement") between Republic First National Corporation ("Lessor") and Town of Pendleton ("Lessee").**

Dear Chris:

Please be advised that Republic First National Corporation has assigned all its right, title and interest in, to and under the above referenced Master Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

**Community State Bank  
101 North Chicago Street  
Royal Center, IN 46978**

All Rental Payments and payment of the Purchase Price due under the Agreement should be made to the Assignee at the above address.

Sincerely,

**ACKNOWLEDGED AND ACCEPTED:**

Republic First National Corporation

Town of Pendleton

By \_\_\_\_\_

By **X** \_\_\_\_\_

Title \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

Date **X** \_\_\_\_\_

Phone **X** \_\_\_\_\_

---

*"When results matter"*



2525 West State Road 114  
Rochester, IN 46975  
Phone: (800) 700-7878  
Fax: (800) 865-8517

www.republicfirstnational.com

## PAYMENT REQUEST FORM

We have received, examined and accepted the equipment covered by this invoice and approve payment of the full amount stated herein in accordance with the terms of the Lease Agreement which Lessee has executed with Republic First National Corporation.

<b>Payee:</b>	
<b>Amount:</b>	
<b>Equipment Description:</b>	One (1) New Life Line Medic 82 Ambulance, One (1) New Stryker Cot & Power Load System, One (1) Remounted Medic 81 Ambulance

Town of Pendleton

By **X** \_\_\_\_\_

Title Willy Boles, Clerk Treasurer

Date **X** \_\_\_\_\_

# ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of February 20, 2024, and entered into among Republic First National Corporation, ("Lessor"), Town of Pendleton, a public body corporate and politic existing under the laws of Indiana ("Lessee"), and Community State Bank, a banking corporation, as escrow agent (the "Escrow Agent").

Name of Acquisition Fund;	<b>Town of Pendleton</b>
Equipment Acquisition Fund Account #:	<b>0220XPEN</b>
Amount of Deposit into Acquisition Fund:	<b>\$495,515.00</b>

## TERMS AND CONDITIONS

1.This Escrow Agreement relates to and is hereby made a part of Schedule of Equipment No. 01, dated as of February 20, 2024 (the "Schedule"), to the Master Equipment Lease Purchase Agreement dated as of February 20, 2024 (the "Agreement"), between Lessor and Lessee.

2.Except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3.Lessor, Lessee and Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Schedule and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Schedule or the Agreement, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and Escrow Agent.

4.There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5.Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written direction of an authorized representative of Lessee in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. The Escrow Agent shall have no obligation to invest or reinvest moneys if deposited with the Escrow Agent after 11:00 a.m. (E.S.T.) on such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following business day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of funds held in the Acquisition Fund. Any interest or other income received on such investment and reinvestment of such funds shall become part of the Acquisition Fund and any losses incurred on such investment and reinvestment of such funds shall be debited against the Acquisition Fund. If a selection is not made and a written direction not given to the Escrow Agent, such funds shall remain uninvested with no liability for interest thereon. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments described herein in accordance with the terms of such investments. Notwithstanding the foregoing, the Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to pay or disburse all or any portion of the funds held hereunder pursuant to the provisions hereof. In no event shall the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

6."Qualified Investments" shall be defined for purposes of this Escrow Agreement as follows:

- (a) For Schedules not qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) United States Treasury Bills or United States Treasury Notes traded on an open market or issued directly by the United States at a yield not exceeding % per annum, (ii) United States Treasury Obligations -- State and Local Government Series time deposit securities with a yield not exceeding \_\_\_% per annum, (iii) obligations the interest of which is not includable in the gross income of the owner thereof for federal income tax purposes under Section 103 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc., (iv) shares of qualified regulated investment companies which distribute exempt-interest dividends within the meaning of Section 852 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc. (tax-exempt mutual funds), or (v) United States Treasury Obligations -- State and Local Government Series demand deposit securities.
- (b) For Schedules qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) shares of money market funds which are registered under the Investment Act of 1940, as amended, and which are rated AAA by Standard & Poor's Corporation or Aaa by Moody's Investors Service, Inc.

7.Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Schedule. Payment shall be made from the Acquisition Fund for the cost of acquisition of part or all of said Equipment listed in the Schedule upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as Exhibit A, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment for which payment is requested and a written approval by Lessor of the Vendor be paid. Escrow Agent's Compensation. No fees are payable for the escrow account. If funds remain in the escrow account, excluding Acquisition Costs and after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree that such excess funds shall be applied towards the Lessee's next payment due.



8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate, with the portion thereof designated "Final Acceptance Certificate", properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Schedule, then the assignees or subassignees of all of Lessor's interest under the Schedule or an Agent on their behalf, that an Event of Default has occurred or that Lessee has terminated the Agreement pursuant to **Section 4.06** of the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal component of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Schedule of Rental Payments appearing in the Schedule shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Schedule.

9. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee or Lessor. Lessee, Lessor and Escrow Agent intend that the Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Schedule for the disbursement of funds by Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Acquisition Fund, and such security interest is hereby granted to Lessor by Lessee, to secure payment of all sums due to Lessor under the Schedule. Escrow Agent shall hold the Acquisition Fund and the securities and monies therein for the purpose of perfecting Lessor's security interest therein and shall dispose of the Acquisition Fund only in accordance with the terms and conditions of this Escrow Agreement. Escrow Agent hereby accepts appointment as agent and agrees to establish and maintain the Acquisition Fund and the monies and securities therein as a financial intermediary or securities intermediary, as the case may be, for Lessor, as entitlement holder. Escrow Agent confirms that (i) the Acquisition Fund is a "securities account" as such term is defined in §8-501 of the applicable UCC; (ii) Escrow Agent shall, subject to the terms of this Escrow Agreement, treat Lessor as entitled to exercise the rights that comprise any financial asset credited to the Acquisition Fund; (iii) all property delivered to Escrow Agent for deposit into the Acquisition Fund will be promptly credited to the Acquisition Fund; and (iv) all securities and other property underlying any financial assets credited to the Acquisition Fund shall be registered in the name of Escrow Agent, indorsed to Escrow Agent or in blank or credited to another securities account maintained in the name of Escrow Agent, and in no case will any financial asset credited to the Acquisition Fund be registered in the name of Lessee, payable to the order of Lessee or specially indorsed to Lessee. Escrow Agent agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Acquisition Fund shall be treated as a "financial asset" within the meaning of §8-102(a)(9) of the UCC. If at any time Escrow Agent shall receive an "entitlement order" (within the meaning of §8-102(a)(8) of the UCC) issued by Lessor and relating to the Acquisition Fund, Escrow Agent shall comply with such entitlement order without further consent by Lessee or any other person.

10. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

11. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Schedule or as to the performance of any obligations of Lessor or Lessee.

12. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State in which the Escrow Agent is located.

13. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent.

15. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

**IN WITNESS WHEREOF**, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of February 20, 2024.

**LESSEE: Town of Pendleton**

**ESCROW AGENT: Community State Bank**

By: **X** \_\_\_\_\_

By \_\_\_\_\_

Title: Willy Boles, Clerk Treasurer

Title \_\_\_\_\_

**LESSOR: Republic First National Corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

### 3. GETTING YOUR SHIPMENT TO UPS

#### Customers with a scheduled Pickup

- o Your driver will pickup your shipment(s) as usual.

#### Customers without a scheduled Pickup

- o Schedule a Pickup on ups.com to have a UPS driver pickup all of your packages.
- o Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at ups.com.

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ANDERSON IN 46013-3138

UPS Access Point™  
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ANDERSON IN 46013-4718

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<b>SHIP TO:</b> BRITNEY MIDDLETON 8007007878 REPUBLIC FIRST NATIONAL 2525 W STATE ROAD 114 <b>ROCHESTER IN 46975</b>	 <b>IN 465 0-02</b> 	
<b>UPS GROUND</b> TRACKING #: 1Z V94 F89 03 9877 7873		
		
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