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**NEW ISSUE**  
**Book-Entry-Only**

**Rating: S&P Global Ratings “AA+”**

***This Preliminary Official Statement is deemed “nearly final”  
and is dated November 27, 2018***

In the opinion of Frost Brown Todd LLC (“Bond Counsel”), under existing federal statutes, decisions, regulations and rulings, interest on the Bonds (hereinafter defined) is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Code, although Bond Counsel observes that it is included in adjusted current earnings in calculating corporate alternative minimum taxable income for taxable years that began prior to January 1, 2018. Such exclusion is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana. The Bonds have been designated as qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code. See “TAX MATTERS” herein.

**\$3,000,000\***  
**TOWN OF BROWNSBURG, INDIANA**  
**GENERAL OBLIGATION BONDS, SERIES 2018**

Original Date: Date of Delivery (Anticipated to be December 21, 2018)

Due: January 1 and July 1, as shown below

The Town of Brownsburg, Indiana (the “Town”) is issuing \$3,000,000\* of General Obligation Bonds, Series 2018 (the “Bonds”) for the purpose of paying the costs of construction and improvements of various streets, roadways, and intersections of the Town, including but not limited to road improvements, resurfacing, and drainage improvements (collectively, the “Project”), and to pay issuance costs.

The Bonds will be issued as provided in the Bond Ordinance adopted by the Brownsburg Town Council on November 15, 2018 (the “Bond Ordinance” or “Ordinance”). The Bonds are payable from ad valorem property taxes levied on all taxable property within the Town as more fully described in this Official Statement. See “CIRCUIT BREAKER TAX CREDIT” herein and “PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY, AND COLLECTION” herein. The total indebtedness of the Town subject to the constitutional debt limit, including the Bonds, amounts to less than two percent of one third of the net assessed valuation of the Town, as required by the constitution of the State of Indiana. The Bonds will be issued only as fully registered bonds, and when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”). Purchases of beneficial interests in the Bonds will be made in book-entry-only form in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Bonds (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interests in the Bonds. Interest on the Bonds will be payable semiannually on January 1 and July 1 of each year, beginning July 1, 2019. Principal and interest will be disbursed on behalf of the Town by U.S. Bank National Association, in Indianapolis, Indiana (the “Registrar” and “Paying Agent”). Interest on the Bonds will be paid by check, mailed one business day prior to the interest payment date or by wire transfer to depositories on the interest payment date. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent or by wire transfer to depositories on the payment date. Interest on, together with the principal of, the Bonds will be paid directly to DTC by the Paying Agent so long as DTC or its nominee is the registered owner of the Bonds. The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. See “BOOK-ENTRY-ONLY SYSTEM”. The Bonds will be subject to optional redemption prior to maturity, as more fully described herein. The Bonds may be issued as “Term Bonds” at the Underwriter’s (hereinafter defined) discretion and in that case, would be subject to mandatory sinking fund redemption as more fully described herein.

**MATURITY SCHEDULE**  
(Base CUSIP\*\* \_\_\_\_\_)

<u>Maturity</u>	<u>Principal*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>	<u>Maturity</u>	<u>Principal*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
July 1, 2019	\$105,000				January 1, 2025	\$150,000			
January 1, 2020	105,000				July 1, 2025	150,000			
July 1, 2020	135,000				January 1, 2026	155,000			
January 1, 2021	135,000				July 1, 2026	155,000			
July 1, 2021	135,000				January 1, 2027	160,000			
January 1, 2022	140,000				July 1, 2027	120,000			
July 1, 2022	140,000				January 1, 2028	125,000			
January 1, 2023	140,000				July 1, 2028	125,000			
July 1, 2023	145,000				January 1, 2029	130,000			
January 1, 2024	145,000				July 1, 2029	130,000			
July 1, 2024	145,000				January 1, 2030	130,000			

\*Preliminary, subject to change. The Town reserves the right to modify individual maturity amounts to achieve its financial objectives with respect to the Bonds.

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*This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.*

## INFORMATION FOR BIDDING

**Date and Time of Sale:** Upon 24 hours' notice. Anticipated to take place on December 6, 2018, at 11:00 a.m. (ET)

**Place of Sale:** Umbaugh, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240

**Maximum Interest Rate:** 5.0%

**Minimum Purchase Price\*\*:** 99.25% (\$2,977,500\*\*)

**Multiples:** 1/8, 1/20, or 1/100 of 1%

**Anticipated Closing Date:** December 21, 2018

**Good Faith Deposit:** \$30,000\* certified or cashier's check or wire transfer submitted by the winning bidder no later than 3:30 p.m. (ET) on the business day following the award

**Method of Bidding:** Electronic bidding by PARITY® or traditional bidding.

**Basis of Award:** Net Interest Cost (NIC)

**Adjust Maturities:** The Town reserves the right to modify individual maturity amounts to achieve its financial objectives with respect to the Bonds.

**Issue Price Determination:** As set forth in the Preliminary Official Statement, the bidder agrees by submission of their bid to assist the Town in establishing the issue price of the Bonds under the terms outlined in Appendix E and shall execute and deliver to the Town at closing an "issue price" certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Town and bond counsel. Provided the winning bidder is purchasing the Bonds as an Underwriter (as defined in Appendix E) and is not purchasing the Bonds with the intent to hold the Bonds for its own account, then the Town and the Purchaser shall agree to the process by which issue price will be established on the date of sale of the Bonds in the event that the Competitive Sale Requirements (as defined in Appendix E) are not met. The winning bidder must agree to execute the applicable schedules depending on the sale results.

For a complete description of terms and conditions for bidding, please refer to the next section of this Official Statement (Appendix i) for the Notice of Intent to Sell Bonds.

The Bonds are being offered for delivery when, as and if issued and received by the Underwriter (hereinafter defined) and subject to the approval of legality by Frost Brown Todd LLC, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on by Frost Brown Todd LLC, as Attorney for the Town. The Bonds are expected to be available for delivery to DTC, in New York, New York on or about December 21, 2018.

IN CONNECTION WITH THIS OFFERING THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesman or other person has been authorized by the Town to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Town. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities described herein by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Town and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinions herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the securities described herein shall, under any circumstances, create any implication that there has been no change in the affairs of the Town since the date of delivery of the securities described herein to the initial purchaser thereof. However, upon delivery of the securities, the Town will provide a certificate stating there have been no material changes in the information contained in the Final Official Statement, since its delivery.

REFERENCES TO WEB SITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEB SITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR THE PURPOSES OF, AND AS THAT TERM IS DEFINED IN, SEC RULE 15C2-12.

\*Preliminary, subject to change.

\*\* Minimum Purchase Price shall mean the par amount of the Bonds (\$3,000,000\*) less total discount submitted with bid, including any underwriter discount, purchaser discount, original issue discount or any expenses submitted by the bidder which will reduce the amount of bond proceeds to be received by the Town, and adding any amortizable bond premium.

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- i Notice of Intent to Sell Bonds
- A General Information
- B Bond Ordinance
- C Legal Opinion
- D Continuing Disclosure Undertaking
- E Issue Price Determination

\*Preliminary, subject to change.

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PROJECT PERSONNEL

Names and positions of officials and others who have taken part in the planning of the project and this bond issue are:

Town Council

Sean Benham, President  
Ashley Bacsu  
Dennis Dawes  
Brian Jessen  
Christopher Worley

Clerk-Treasurer

Ann Hathaway

Interim  
Town Manager

Brian Hartsell

Town Attorney

Tricia A. Leminger  
Frost Brown Todd LLC  
201 North Illinois Street  
Suite 1900  
Indianapolis, Indiana 46204

Bond Counsel

Emmett M. Kelly  
Scott A. Krapf  
Frost Brown Todd LLC  
201 North Illinois Street  
Suite 1900  
Indianapolis, Indiana 46204

Municipal Advisor

Loren M. Matthes  
H.J. Umbaugh & Associates  
Certified Public Accountants, LLP  
8365 Keystone Crossing, Suite 300  
Indianapolis, Indiana 46240

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*This introduction to the Official Statement contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.*

## **PRELIMINARY OFFICIAL STATEMENT**

**\$3,000,000\***

### **TOWN OF BROWNSBURG, INDIANA GENERAL OBLIGATION BONDS, SERIES 2018**

#### **INTRODUCTION TO THE OFFICIAL STATEMENT**

The Town of Brownsburg, Indiana (the “Town”) is issuing \$3,000,000\* of General Obligation Bonds, Series 2018 (the “Bonds”).

#### **SECURITY AND SOURCES OF PAYMENT**

The Bonds are the general obligation of the Town of Brownsburg, Indiana payable from ad valorem property taxes to be levied on all taxable property within the Town.

#### **CIRCUIT BREAKER TAX CREDIT**

IC 6-1.1-20.6 provides taxpayers with a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (“Circuit Breaker Tax Credit”). If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. The legislation requires local governments to fund their debt service obligations regardless of any property tax revenue shortfalls due to the Circuit Breaker Tax Credit. The State may intercept funds to pay debt service. (See “Intercept Program” and “Circuit Breaker Tax Credit” herein).

#### **PURPOSE**

The Bonds are being issued for the purpose of paying the costs of construction and improvements of various streets, roadways, and intersections of the Town, including but not limited to road improvements, resurfacing and drainage improvements (collectively, the “Project”), and to pay issuance expenses. Funding for the Project will be provided from proceeds of the Bonds and interest earnings during construction.

#### **REDEMPTION PROVISIONS**

The Bonds are subject to optional redemption beginning January 1, 2027 as more fully described herein. The Bonds may be issued as Term Bonds at the discretion of the Underwriter (as hereinafter defined) and in that case, would be subject to mandatory sinking fund redemption as more fully described herein.

#### **DENOMINATIONS**

The Bonds are being issued in the denomination of \$5,000 or integral multiple thereof.

#### **REGISTRATION AND EXCHANGE FEATURES**

Each registered Bond shall be transferable or exchangeable only on such record at the designated corporate trust office of the Registrar and Paying Agent, U.S. Bank National Association, at the written request of the registered owner thereof or his attorney duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. A further description of the registration and exchange features of the Bonds can be found in the Bond Ordinance.

\*Preliminary, subject to change.

### BOOK-ENTRY-ONLY SYSTEM

The Bonds shall initially be issued and held in book-entry form on the books of the central depository system. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered in the name of Cede & Co. (DTC’s partnership nominee). One fully registered Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC. The Town and the Registrar and Paying Agent may deem and treat the Clearing Agency (Cede & Co.) as the absolute owner and holder of such Bond for all purposes including, without limitation, the receiving of payment of the principal of, premium, if any, and interest on such Bonds, the receiving of notice and the giving of consent. Interest payable July 1, 2019, and semiannually thereafter, will be paid by check mailed one business day prior to the interest payment date to the registered owner or by wire transfer on the interest payment date to the depository shown as the registered owner (See “Book-Entry-Only System” herein).

### PROVISIONS FOR PAYMENT

The principal on the Bonds shall be payable at the designated corporate trust office of the Registrar and Paying Agent, or by wire transfer to DTC or any successor depository. All payments of interest on the Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners as the names appear as of the fifteenth day of the month immediately preceding the interest payment date and at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Registrar or by wire transfer to DTC or any successor depository. If payment of principal or interest is made to DTC or any successor depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). Payments on the Bonds shall be made in lawful money of the United States of America, which, on the date of such payment, shall be legal tender.

So long as DTC or its nominee is the registered owner of the Bonds, principal and interest on the Bonds will be paid directly to DTC by the Paying Agent. (The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and Indirect Participants, as defined and more fully described herein.)

### NOTICES

Notice of redemption shall be mailed to the registered owners of all Bonds, not less than 30 nor more than 60 days prior to the date fixed for redemption.

### TAX MATTERS

In the opinion of Frost Brown Todd LLC (“Bond Counsel”), under existing federal statutes, decisions, regulations and rulings, interest on the Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Code, although Bond Counsel observes that it is included in adjusted current earnings in calculating corporate alternative minimum taxable income for taxable years that began prior to January 1, 2018. Such exclusion is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana. *See* Appendix C for the form of Bond Counsel Opinion.

The Bonds have been designated as qualified tax-exempt obligations to qualify for the \$10,000,000 exception from the provisions of Section 265(b)(3) of the Code relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

### MISCELLANEOUS

The information contained in this Official Statement has been compiled from Town officials and other sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, it is believed to be correct as of this



date. However, the Official Statement speaks only as of its date, and the information contained herein is subject to change.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the owners thereof. Additional information may be requested from the Interim Town Manager, Town of Brownsburg, 61 North Green Street, Brownsburg, Indiana 46112, phone (317) 852-1120.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the owners of the Bonds.

### THE PROJECT

#### PROJECT DESCRIPTION

The Project shall consist of construction and improvements of various streets, roadways, and intersections of the Town, including but not limited to road improvements, resurfacing and drainage improvements (collectively, the "Project"), and to pay issuance expenses.

#### ESTIMATED PROJECT COSTS AND FUNDING\*

##### Estimated Project Costs:\*

Net proceeds available for project	\$2,870,000
Allowance for Underwriter's discount (0.75%)	22,500
Allowance for Bond issuance and contingencies	<u>107,500</u>
Total Estimated Project Costs	<u><u>\$3,000,000</u></u>

##### Estimated Project Funding:\*

General Obligation Bonds, Series 2018	<u>\$3,000,000</u>
Total Estimated Project Funding	<u><u>\$3,000,000</u></u>

\*Preliminary, subject to change.

PRELIMINARY SCHEDULE OF AMORTIZATION OF \$3,000,000\* PRINCIPAL AMOUNT OF  
GENERAL OBLIGATION BONDS, SERIES 2018

<u>Payment Date</u>	<u>Principal Outstanding*</u> (-----In Thousands-----)	<u>Principal*</u>	<u>Interest Rates</u> (%)	<u>Interest</u>	<u>Total</u>	<u>Budget Year Total</u>
07/01/2019	\$3,000	\$105				
01/01/2020	2,895	105				
07/01/2020	2,790	135				
01/01/2021	2,655	135				
07/01/2021	2,520	135				
01/01/2022	2,385	140				
07/01/2022	2,245	140				
01/01/2023	2,105	140				
07/01/2023	1,965	145				
01/01/2024	1,820	145				
07/01/2024	1,675	145				
01/01/2025	1,530	150				
07/01/2025	1,380	150				
01/01/2026	1,230	155				
07/01/2026	1,075	155				
01/01/2027	920	160				
07/01/2027	760	120				
01/01/2028	640	125				
07/01/2028	515	125				
01/01/2029	390	130				
07/01/2029	260	130				
01/01/2030	130	130				
Totals		<u>\$3,000</u>				

\*Preliminary, subject to change. The Town reserves the right to modify individual maturity amounts to achieve its financial objectives with respect to the Bonds.

SECURITIES BEING OFFERED

AUTHORIZATION AND APPROVAL PROCESS

The Bonds are to be issued under the authority of Indiana law, including, without limitation, IC 36-5-2-11 and IC 6-1.1-20-1, as in effect on the date of delivery of the Bonds and pursuant to the Bond Ordinance (Appendix B) adopted by the Brownsburg Town Council on November 15, 2018.

Pursuant to IC 6-1.1-20, with certain exceptions listed below, when property taxes are pledged to the repayment of bonds or leases to finance a project, a determination must be made as to whether the project is a “controlled project”. Projects classified as controlled projects are subject to certain public approval procedures. A controlled project is one that is financed by a bond or lease, is payable by property taxes and costs more than the lesser of:

- (1) Depending on the date of adoption of the preliminary determination ordinance or resolution:
  - (a) If adopted prior to January 1, 2018, \$2 million;
  - (b) If adopted after December 31, 2017, but before January 1, 2019, \$5 million;
  - (c) If adopted after December 31, 2018, an amount equal to the assessed value growth quotient (as determined by the Department of Local Government Finance (“DLGF”)) multiplied by the amount determined under this clause for the preceding calendar year;
- (2) An amount equal to:
  - (a) At least 1% of gross assessed value, if that total gross assessed value is more than \$100 million; or
  - (b) \$1 million if the gross assessed value is not more than \$100 million.

The main exceptions for a project being classified as a controlled project when there are property taxes being pledged to the repayment of the bonds or leases, and the project meets the criteria set forth in (1)-(2) above are when (a) property taxes are used only as a back-up to enhance credit, (b) a project is being refinanced to generate taxpayer savings, (c) the project is mandated by federal law, or (d) the project is in response to a natural disaster, emergency or accident which is approved by the Town making it unavailable for its intended use.

The Bonds are considered a non-controlled project and the issuance of the Bonds was able to continue without additional approval procedures.

#### SECURITY AND SOURCES OF PAYMENT

The Bonds are the general obligation of the Town payable from ad valorem property taxes to be levied on all taxable property within the Town. See "PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION" and "CIRCUIT BREAKER TAX CREDIT" herein.

The full faith and credit of the Town is irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to its terms. The Town covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana law. The Bonds are subject to IC 6-1.1-20.6 regarding certain tax credits and the State of Indiana intercept of funds to pay debt service on the Bonds.

The total bonded indebtedness of the Town subject to the constitutional debt limit, including the Bonds, amounts to less than two percent of one third of the net assessed valuation of the Town as required by the constitution of the State of Indiana.

#### INTERCEPT PROGRAM

In 2008, the Indiana General Assembly enacted legislation (IC 6-1.1-20.6-10) to ensure that shortfalls in property tax receipts due to the Circuit Breaker Tax Credit do not affect the ability of a political subdivision to make payments on any existing debt service and lease rental obligations. The legislation requires that local governments fund their debt service and lease rental obligations regardless of property tax shortfalls due to the Circuit Breaker Tax Credit. If a political subdivision fails to make debt service or lease rental payments, the State Treasurer, upon being notified of the failure, shall pay the unpaid debt service or lease rental payments that are due from funds that are held by the State (including among others, income tax distributions and motor vehicle highway distributions) that would otherwise be available for distribution to the political subdivision to ensure that Debt Service Obligations (as hereinafter defined) are made when due.

While the above description is based upon enacted legislation, the General Assembly may make amendments to such statutes and therefore there is no assurance of future events.

#### INVESTMENT OF FUNDS

The proceeds of this issue are to be invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, and the acts amendatory thereof and supplemental thereto. The Town shall direct the investment of Bond proceeds.

### THE BONDS

#### INTEREST CALCULATION

Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

#### REDEMPTION PROVISIONS

Optional Redemption:

The Bonds maturing on or after July 1, 2027 are redeemable prior to maturity at the option of the Town in whole or in part in any order of maturity as determined by the Town and by lot within maturities, on any date not earlier than

January 1, 2027, at face value plus accrued interest to the date fixed for redemption and without any redemption premium.

**Mandatory Sinking Fund Redemption:**

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

If fewer than all the Bonds are called for redemption at one time, the Bonds shall be redeemed in order of maturity determined by the Town and by lot within maturity. Each \$5,000 principal amount shall be considered a separate Bond for purposes of optional and mandatory redemption. If some Bonds are to be redeemed by optional and mandatory sinking redemption on the same date, the Paying Agent shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

**Notice of Redemption:**

Notice of redemption shall be mailed to the registered owners of all Bonds to be redeemed at least 30 days but not more than 60 days prior to the date fixed for such redemption, unless notice is waived by the owner of the Bond or Bonds redeemed. If any of the Bonds are so called for redemption, and payment therefore is made to the Paying Agent in accordance with the terms of the Bond Ordinance, then such Bonds shall cease to bear interest from and after the date fixed for redemption in the call.

**BOOK-ENTRY-ONLY SYSTEM**

The Bonds will be available only in book-entry form in the principal amount of \$5,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Bonds. The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC.

SO LONG AS CEDE & CO, AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS (OR THE OWNERS) WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation

and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a S&P’s Global Rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, interest and redemption amounts, if any, on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Town or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC (nor its nominee), the Paying Agent, or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Town may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Town believes to be reliable, but neither the Town nor the Underwriter takes any responsibility for the accuracy thereof.

In the event that the book-entry-only system is discontinued, the Paying Agent will provide for the registration of the Bonds in the name of the Beneficial Owners thereof. The Town, the Registrar, the Paying Agent and any other Fiduciary would treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purposes of making and receiving payment of the principal thereof and interest thereon, and for all other purposes, and none of these parties would be bound by any notice or knowledge to the contrary.

*Revision of Book-Entry-Only System:*

In the event that either (1) the Town receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Bonds or (2) the Town elects to discontinue its use of DTC as a clearing agency for the Bonds, then the Town and the Paying Agent will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other clearing agency, as the holder of such Bonds may direct in accordance with the Bond Ordinance. Any expenses of such a discontinuation and transfer, including any expenses of printing new certificates to evidence the Bonds will be paid by the Town.

PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

The debt service payments are payable from ad valorem property taxes required by law to be levied by or on behalf of the Town. Article 10, Section 1 of the Constitution of the State of Indiana ("Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. The Indiana General Assembly enacted legislation (IC 6-1.1-20.6), which implements the Constitutional Provision and provides taxpayers with a tax credit for all property taxes in an amount that exceeds a certain percentage of the gross assessed value of eligible property. See "CIRCUIT BREAKER TAX CREDIT" herein for further details on the levy and collection of property taxes.

Real and personal property in the State is assessed each year as of January 1. On or before August 1 of each year, the County Auditor must submit a certified statement of the assessed value of each taxing unit for the ensuing year to the DLGF. The DLGF shall make the certified statement available on its gateway website located at <https://gateway.ifionline.org/> ("Gateway"). The County Auditor may submit an amended certified statement at any time before December 31 of the year preceding the budget year (as defined in IC 6-1.1-17-16(k)(2)), the date by which the DLGF must certify the taxing units' budgets.

The certified statement of assessed value is used when the governing body of a local taxing unit meets to establish its budget for the next fiscal year (January 1 through December 31) and to set tax rates and levies. In preparing the taxing unit's estimated budget, the governing body must consider the net property tax revenue that will be collected by the taxing unit during the ensuing year, after taking into account the DLGF's estimate of the amount by which the taxing unit's distribution of property taxes will be reduced by the application of the Circuit Breaker Tax Credit (as defined in the summary of "CIRCUIT BREAKER TAX CREDIT" herein), and after taking into account the DLGF's estimate of the maximum amount of net property tax revenue and miscellaneous revenue that the taxing unit will receive in the ensuing year. Before May 1 of each year after 2017, the fiscal officer of each political subdivision shall provide the DLGF with an estimate of the total amount of its debt service obligations (as defined in IC 6-1.1-20.6-9.8) that will be due in the last six months of the current year and in the ensuing year. Beginning in 2018, the DLGF shall provide to each political subdivision: (1) an estimate of the maximum property tax rate that may be imposed by the political subdivision for the ensuing year for each cumulative fund or other fund for which a

maximum property tax rate is established by law; and (2) an estimate of property taxes payable for the ensuing year for debt service. Before August 1 of each year, the DLGF shall provide to each taxing unit (1) an estimate of the maximum amount of net property tax revenue and miscellaneous revenue that the unit will receive in the ensuing year if the unit's tax rates are imposed at the maximum allowable rate and levy under law and (2) an estimate of the amount by which the taxing unit's distribution of property taxes will be reduced due to the Circuit Breaker Tax Credit. Beginning in 2018, the State Budget Agency must provide to the DLGF and the County Auditor an estimate of the certified local income tax distribution before June 1, and the DLGF must provide by July 1, the estimated amounts to be distributed at the taxing level to the County Auditor.

The taxing unit must submit the following information to the DLGF via Gateway: (i) its estimated budget; (ii) the estimated maximum permissible tax levy, as determined by the DLGF; (iii) the current and proposed tax levies of each fund; (iv) the estimated amount, determined by the DLGF, by which the taxing unit's property taxes may be reduced by the Circuit Breaker Tax Credit; (v) the amount of excess levy appeals to be requested, if any; and (vi) the time and place at which the taxing unit will conduct a public hearing related to the information submitted to Gateway. The public hearing must be conducted at least ten days prior to the date the governing body establishes the budget, tax rate and levy, which by statute must each be established no later than November 1.

The budget, tax levy and tax rate of each taxing unit are subject to review by the DLGF, and the DLGF shall certify the tax rates and tax levies for all funds of taxing units subject to the DLGF's review. The DLGF may not increase a taxing district's budget by fund, tax rate or tax levy to an amount which exceeds the amount originally fixed by the taxing unit unless the taxing unit meets all of the following: (i) the increase is requested in writing by the taxing unit; (ii) the requested increase is published on the DLGF's advertising internet website; and (iii) notice is given to the county fiscal body of the DLGF's correction.

Taxing units have until December 31 of the calendar year immediately preceding the ensuing calendar year to file a levy shortfall appeal. Beginning with budget year 2019, the DLGF must complete its review and certification of budgets, tax rates and levies not later than December 31 of the year preceding the budget year, unless a taxing unit in the county issues debt after December 1 or intends to file a shortfall appeal under IC 6-1.1-18.5-16 in which case the DLGF must certify the budgets for the taxing units in the county by January 15 of the budget year.

On or before March 15, the County Auditor prepares the tax duplicate, which is a roll of property taxes payable in that year. The County Auditor publishes a notice of the tax rate in accordance with Indiana statutes. The County Treasurer mails tax statements at least 15 days prior to the date that the first installment is due (due dates may be delayed due to a general reassessment or other factors). Property taxes are due and payable to the County Treasurer in two installments on May 10 and November 10, unless the mailing of tax bills is delayed or a later due date is established by order of the DLGF. If an installment of property taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; unless the installment is completely paid within thirty (30) days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is five percent (5%) of the amount of the delinquent taxes. On May 11 and November 11 of each year after one year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Property becomes subject to tax sale procedures after 15 months of delinquency. The County Auditor distributes property tax collections to the various taxing units on or about June 30 after the May 10 payment date and on or about December 31 after the November 10 payment date.

Pursuant to State law, personal property is assessed at its actual historical cost less depreciation, in accordance with 50 IAC 4.2, the DLGF's Rules for the Assessment of Tangible Personal Property. Effective January 1, 2016, state law annually exempts from property taxation new tangible business personal property with an acquisition cost of less than \$20,000. Pursuant to State law, real property is valued for assessment purposes at its "true tax value" as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4 and the 2011 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. P.L. 204-2016, SEC. 3, enacted in 2016, retroactive to January 1, 2016, amends State law to provide that "true tax value" for real property does not mean the value of the property to the user and that true tax value shall be determined under the rules of the DLGF. As a result of P.L. 204-2016, the DLGF has begun the process of amending the Manual. In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4, as amended by P.L. 180-2016. Except for agricultural land, as discussed below, the Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the

assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce “accurate and uniform values throughout the jurisdiction and across all classes of property”. The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method. “Net Assessed Value” or “Taxable Value” represents the “Gross Assessed Value” less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, hydroelectric systems, geothermal devices and tax-exempt property. The “Net Assessed Value” or “Taxable Value” is the assessed value used to determine tax rates.

Changes in assessed values of real property occur periodically as a result of the county’s reassessment plan, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor will prepare and submit to the DLGF a reassessment plan for the county. The DLGF must complete its review and approval of the reassessment plan before January 1 of the year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county’s reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year, and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than twenty-five percent (25%) of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one (1) year. However, a plan must cover a four (4) year period. All real property in each group of parcels shall be reassessed under the county’s current reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county’s reassessment plan began on May 1, 2018, and is to be completed on or before January 1, 2019. Since 2007, all real property assessments are revalued annually to reflect market value based on comparable sales data (“Trending”). When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor in which the property is located within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. While the appeal is pending, the taxpayer may pay taxes based on the current year’s tax rate and the previous or current year’s assessed value.

Beginning in 2018, the County Auditor shall submit to the DLGF parcel level data of certified net assessed values as required by and according to a schedule provided by the DLGF.

#### CIRCUIT BREAKER TAX CREDIT

##### *Description of Circuit Breaker:*

Article 10, Section 1 of the Constitution of the State of Indiana (the “Constitutional Provision”) provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer’s property tax liability to a specified percentage of the gross assessed value of the taxpayer’s real and personal property. IC 6-1.1-20.6 (the “Statute”) authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the “Circuit Breaker Tax Credit”). For property assessed as a homestead (as defined in IC 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead. Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. **Political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.**



The Constitutional Provision excludes from the application of the Circuit Breaker Tax Credit property taxes first due and payable in 2012, and thereafter, that are imposed after being approved by the voters in a referendum. The Statute codifies this exception, providing that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute. In accordance with the Constitutional Provision, the General Assembly has, in the Statute, designated Lake County and St. Joseph County as “eligible counties” and has provided that property taxes imposed in these eligible counties to pay debt service and make lease rental payments for bonds or leases issued or entered into before July 1, 2008 or on bonds issued or leases entered into after June 30, 2008 to refund those bonds or leases, will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute, through and including December 31, 2019.

The Statute requires political subdivisions to fully fund the payment of outstanding debt service or lease rental obligations payable from property taxes (“Debt Service Obligations”), regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. Upon: (i) the failure of a political subdivision to pay any of its Debt Service Obligations; and (ii) notification of that event to the treasurer of the State by a claimant; the treasurer of State is required to pay the unpaid Debt Service Obligations from money in the possession of the State that would otherwise be available to the political subdivision under any other law. A deduction must be made: (i) first, from local income tax distributions that would otherwise be distributed to the county; and (ii) second, from any other undistributed funds of the political subdivision in possession of the State.

The Statute categorizes property taxes levied to pay Debt Service Obligations as “protected taxes,” regardless of whether the property taxes were approved at a referendum, and all other property taxes as “unprotected taxes.” The total amount of revenue to be distributed to the fund for which the protected taxes were imposed shall be determined without applying the Circuit Breaker Tax Credit. The application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund. The Town may allocate the reduction by using a combination of unprotected taxes of the Town in those taxing districts in which the Circuit Breaker Tax Credit caused a reduction in protected taxes. The tax revenue and each fund of any other political subdivisions must not be affected by the reduction.

If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the Statute provides that a political subdivision may transfer money from any other available source in order to meet its Debt Service Obligations. The amount of this transfer is limited to the amount by which the protected taxes are insufficient to meet Debt Service Obligations.

The Town cannot predict the timing, likelihood or impact on property tax collections of any future actions taken, amendments to the Constitution of the State of Indiana or legislation enacted, regulations or rulings promulgated or issued to implement any such regulations, statutes or the Constitutional Provision described above or of future property tax reform in general. There has been no judicial interpretation of this legislation. In addition, there can be no assurance as to future events or legislation that may affect the Circuit Breaker Tax Credit or the collection of property taxes by the Town.

For example, in March, 2016, the Indiana General Assembly passed legislation which revises the factors used to calculate the assessed value of agricultural land. This legislation is retroactive to the January 1, 2016, assessment date and applies to each assessment date thereafter. The revised factors enacted in the legislation may reduce the total assessed value of agricultural land, which could shift property tax liability from agricultural property owners to other property owners. In addition, the reduction in the assessed value of agricultural land may result in a reduction of the total assessed value of a town. A lower assessed value of a town may result in higher tax rates in order for a town to receive its approved property tax levy. See “PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION” herein.

*Estimated Circuit Breaker Tax Credit for the Town:*

According to the DLGF, the Circuit Breaker Tax Credit allocable to the Town for budget years 2016 and 2017 were \$1,745,444 and \$1,855,262, respectively. The Circuit Breaker Tax Credit for budget year 2018 is \$2,005,445. These estimates do not include the estimated debt service on the Bonds.

The Circuit Breaker Tax Credit amounts above do not reflect the potential effect of any further changes in the property tax system or methods of funding local government that may be enacted by the Indiana General Assembly in the future. The effects of these changes could affect the Circuit Breaker Tax Credit and the impact could be material. Other future events, such as the loss of a major taxpayer, reductions in assessed value, increases in property tax rates of overlapping taxing units or the reduction in local option income taxes applied to property tax relief could increase effective property tax rates and the amount of the lost revenue due to the Circuit Breaker Tax Credit, and the resulting increase could be material.

CONTINUING DISCLOSURE

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in SEC Rule 15c2-12, as amended (the "SEC Rule"), the Town will enter into a Continuing Disclosure Undertaking (the "Undertaking"), in connection with the sale of the Bonds. Pursuant to the terms of the Undertaking, the Town agrees to provide the information detailed in the Undertaking, the form of which is attached hereto as Appendix D.

The purpose of the Undertaking is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the Town in satisfaction of the SEC Rule. The Town's failure to honor its covenants under the Undertaking shall not constitute a breach or default of the Bonds, the Ordinance or any other agreement.

In order to assist the Underwriter in complying with the Underwriter's obligations pursuant to the SEC Rule, the Town represents that it has conducted or caused to be conducted what it believes to be a reasonable review of the Town's compliance with its continuing disclosure obligations. Based upon such review, the Town represents that in the previous five years it has not fully complied with its previous undertakings including, but not limited to, the following instances: the Schedule of Net Tax Rates was not filed timely for the Economic Development Lease Rental Bonds of 2007. The respective filings and "Failure to File" notices have been made as of December 1, 2015.

The Town makes no representations as to any potential materiality of such prior instances, as materiality is dependent upon individual facts and circumstances. The Town has retained Umbaugh (as hereinafter defined) as its dissemination agent.

BOND RATING

S&P Global Ratings ("S&P Global") has assigned a bond rating of "AA+" to the Bonds. Such rating reflects only the view of S&P Global and any explanation of the significance of such ratings may only be obtained from S&P Global.

The rating is not a recommendation to buy, sell or hold the Bonds, and such rating may be subject to revision or withdrawal at any time by S&P Global. Any downward revision or withdrawal of the rating may have an adverse effect upon the market price of the Bonds.

The Town did not apply to any other rating service for a rating on the Bonds.

UNDERWRITING

The Bonds are being purchased by \_\_\_\_\_ (the "Underwriter") at a purchase price of \$\_\_\_\_\_, which is the par amount of the Bonds of \$\_\_\_\_\_ less the Underwriter's discount of \$\_\_\_\_\_ plus the original issue premium of \$\_\_\_\_\_. The Notice of Intent to Sell Bonds provides that all of the Bonds will be purchased by the Underwriter if any of such Bonds are purchased.

The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the cover page of this Official Statement. The Underwriter may allow concessions to certain dealers (including dealers in a selling group of the Underwriter and other dealers depositing the Bonds into investment trusts), who may reallow concessions to

other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

#### MUNICIPAL ADVISOR

H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the “Municipal Advisor”) (“Umbaugh”) has been retained by the Town to provide certain financial advisory services including, among other things, preparation of the deemed “nearly final” Preliminary Official Statement and the Final Official Statement (the “Official Statements”). The information contained in the Official Statements has been compiled from records and other materials provided by Town officials and other sources deemed to be reliable. The Municipal Advisor has not and will not independently verify the completeness and accuracy of the information contained in the Official Statements.

The Municipal Advisor’s duties, responsibilities and fees arise solely as Municipal Advisor to the Town and they have no secondary obligations or other responsibility. The Municipal Advisor’s fees are expected to be paid from proceeds of the Bonds.

#### *Municipal Advisor Registration:*

Umbaugh is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, Umbaugh is providing certain specific municipal advisory services to the Town, but is neither a placement agent to the Town nor a broker/dealer and cannot participate in the underwriting of the Bonds.

The offer and sale of the Bonds shall be made by the Town, in the sole discretion of the Town, and under its control and supervision. The Town agrees that Umbaugh does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

#### *Other Financial Industry Activities and Affiliations:*

Umbaugh Cash Advisory Services, LLC (“UCAS”) is a wholly-owned subsidiary of Umbaugh. UCAS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. UCAS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. UCAS may provide advisory services to the clients of Umbaugh.

UCAS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

#### LEGISLATIVE PROPOSALS

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Legislation affecting municipal bonds is considered from time to time by the United States Congress and the Executive Branch, including some proposed changes under consideration at the time of issuance of the Bonds. Bond Counsel’s opinion is based upon the law in existence on the date of issuance of the Bonds. It is possible that legislation enacted after the date of issuance of the Bonds or proposed for consideration will have an adverse effect on the excludability of all or a part of the interest on the Bonds from gross income, the manner in which such interest is subject to federal income taxation or the market price of the Bonds.

Legislation affecting municipal bonds is considered from time to time by the Indiana legislature and Executive Branch. It is possible that legislation enacted after the date of the Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the Bonds.

The Town cannot predict the outcome of any such federal or state proposals as to passage, ultimate content or impact if passed, or timing of consideration or passage. Purchasers of the Bonds should reach their own conclusions regarding the impact of any such federal or state proposals.

#### TAX MATTERS

In the opinion of Bond Counsel, under existing federal statutes, decisions, regulations and rulings, interest on the Bonds is excludable from gross income under Section 103 of the Code, for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Code, although Bond Counsel observes that it is included in adjusted current earnings in calculating corporate alternative minimum taxable income for taxable years that began prior to January 1, 2018. Such exclusion is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana. *See* Appendix C for the form of Bond Counsel Opinion.

The Code imposes certain requirements which must be met subsequent to the issuance of the Bonds as a condition to the exclusion from gross income of interest on the Bonds for federal income tax purposes. The Town will covenant not to take any action, within its power and control, nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code (collectively, "Tax Covenants"). The Ordinance and certain certificates and agreements to be delivered on the date of delivery of the Bonds establish procedures to permit compliance with the requirements of the Code. It is not an event of default under the Ordinance if interest on the Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not in effect on the issue date of the Bonds.

IC 6-5.5 imposes a franchise tax on certain taxpayers (as defined in IC 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in Indiana. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the Bonds is excluded from federal gross income and exempt from State income tax, the accrual or receipt of interest on the Bonds may otherwise affect a bondholder's federal income tax or state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, individuals, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors with regard to the federal and State tax consequences of owning the Bonds other than those consequences set forth in the form of opinion of Bond Counsel.

Under existing laws, judicial decisions, regulations and rulings, the Bonds have been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the exception from the 100% disallowance of the deduction for interest expense allocable to interest on tax-exempt obligations acquired by financial institutions. The designation is conditioned on continuing compliance with the Tax Covenants.

#### ORIGINAL ISSUE DISCOUNT

The initial public offering price of the Bonds maturing on \_\_\_\_\_ through and including \_\_\_\_\_ (collectively, the "Discount Bonds") is less than the principal amount payable at maturity. As a result the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price of the Discount Bonds, as set forth on the cover page of this Official Statement (assuming it is the first price at which a substantial amount of that maturity is sold) (the "Issue Price" for such maturity), and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." A

taxpayer who purchases a Discount Bond in the initial public offering at the Issue Price for such maturity and who holds such Discount Bond to maturity may treat the full amount of original issue discount as interest which is excludable from the gross income of the owner of that Discount Bond for federal income tax purposes and will not, under present federal income tax law, realize taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated as accruing daily over the term of such Bond on the basis of the yield to maturity determined on the basis of compounding at the end of each six-month period (or shorter period from the date of the original issue) ending on January 1 and July 1 (with straight line interpolation between compounding dates).

Section 1288 of the Code provides, with respect to tax-exempt obligations such as the Discount Bonds, that the amount of original issue discount accruing each period will be added to the owner's tax basis for the Discount Bonds. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale, redemption or payment at maturity). Owners of Discount Bonds who dispose of Discount Bonds prior to maturity should consult their tax advisors concerning the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bonds prior to maturity.

As described above in "Tax Matters," the original issue discount that accrues in each year to an owner of a Discount Bond may result in certain collateral federal income tax consequences. Owners of any Discount Bonds should be aware that the accrual of original issue discount in each year may result in a tax liability from these collateral tax consequences even though the owners of such Discount Bonds will not receive a corresponding cash payment until a later year.

Owners who purchase Discount Bonds in the initial public offering but at a price different from the Issue Price for such maturity should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

The Code contains certain provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Owners of Discount Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discount Bonds. It is possible under the applicable provisions governing the determination of state or local income taxes accrued interest on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

#### AMORTIZABLE BOND PREMIUM

The initial offering price of the Bonds maturing on \_\_\_\_\_ through and including \_\_\_\_\_ (collectively, the "Premium Bonds"), is greater than the principal amount payable at maturity or call date. As a result, the Bonds will be considered to be issued with amortizable bond premium (the "Bond Premium"). An owner who acquires a Premium Bond in the initial offering will be required to adjust the owner's basis in the Premium Bond downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Premium Bonds, including sale, redemption or payment at maturity. The amount of amortizable Bond Premium will be computed on the basis of the owner's yield to maturity, with compounding at the end of each accrual period. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Premium Bonds. Owners of the Premium Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of Premium Bonds and with respect to the state and local tax consequences of owning and disposing of the Premium Bonds.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning treatment of Bond Premium.

#### LITIGATION

To the knowledge of the officers and counsel for the Town, there is no litigation pending or threatened, against the Town, which in any way questions or affects the validity of the Bonds, or any proceedings or transactions relating to the issuance, sale or delivery thereof.

The officers and counsel for the Town will certify at the time of delivery of the Bonds that there is no litigation pending or in any way threatened questioning the validity of the Bonds, or any of the proceedings had relating to the authorization, issuance and sale of the Bonds, the Bond Ordinance or the Project would result in a material adverse impact on the financial condition of the Town.

#### CERTAIN LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Frost Brown Todd LLC, Indianapolis, Indiana, Bond Counsel, whose approving opinion will be available at the time of delivery of the Bonds. Frost Brown Todd LLC has not been asked nor has it undertaken to review the accuracy or sufficiency of this Official Statement, and will express no opinion thereon. The form of opinion of Bond Counsel is included as Appendix C of this Official Statement.

#### LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The remedies available to the bondholders upon a default under the Bond Ordinance, are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the remedies provided in the Bond Ordinance may not be readily available or may be limited. Under federal and State environmental laws certain liens may be imposed on property of the Town from time to time, but the Town has no reason to believe, under existing law, that any such lien would have priority over the lien on the property taxes pledged to the payment of debt service for the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by the valid exercise of the constitutional powers of the Town, the State of Indiana and the United States of America and bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

These exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the Town), in a manner consistent with the public health and welfare. Enforceability of the Bond Ordinance in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

The Town certifies to the best of its knowledge and belief that this Official Statement, as of its date and as it relates to the Town and its economic and financial condition, (i) is complete and accurate; (ii) does not contain any untrue statement of a material fact; and (iii) does not omit any material facts or information which would make the statements contained herein misleading.

This Official Statement and its execution are duly authorized.

TOWN OF BROWNSBURG, INDIANA

By:   
President, Town Council

Attest:   
Clerk-Treasurer

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## APPENDIX i



## **NOTICE OF INTENT TO SELL BONDS**

### **TOWN OF BROWNSBURG, INDIANA GENERAL OBLIGATION BONDS, SERIES 2018**

Upon not less than twenty-four (24) hours' notice given by telephone, or otherwise, the Clerk-Treasurer of the Town of Brownsburg, Indiana (the "Town") will receive and consider bids for the purchase of the above-referenced bonds (the "2018 Bonds") in the principal amount of \$3,000,000 (Preliminary, subject to change. The Town reserves the right to adjust the amount of principal to be paid on each maturity date.). The 2018 Bonds are being issued under the provisions of Indiana Code 36-5-2--11, Indiana Code 6-1.1-20, and other applicable provisions of the Indiana Code to pay the costs of the construction and improvements of various streets, roadways and intersections of the Town of Brownsburg, including but not limited to road improvements, resurfacing and drainage improvements as further described in Ordinance No. 2018-25 expected to be considered for adoption by the Town Council on November 15, 2018, together with incidental expenses related thereto and including all expenses incurred in connection with or on account of the issuance of the 2018 Bonds therefor. The 2018 Bonds constitute general obligations of the Town. Principal of and interest on the 2018 Bonds are payable from an ad valorem property tax levied and collected on all taxable property within the Town. In the opinion of bond counsel, under the federal statutes, decisions, regulations and rulings existing on this date: (1) the interest on the 2018 Bonds is excludable from gross income for purposes of federal income taxation, and (2) the interest on the 2018 Bonds is exempt from income taxation in the State of Indiana for all purposes except the Indiana Financial Institutions tax. The 2018 Bonds are bank qualified.

The 2018 Bonds are subject to the Internal Revenue Code of 1986 as in effect on the date of their issuance ("Code") which imposes limitations on the issuance of obligations like the 2018 Bonds under federal tax law. The Town has covenanted to comply with those limitations to the extent required to preserve the exclusion of interest on the 2018 Bonds from gross income for federal income tax purposes.

Any person interested in submitting a bid for the 2018 Bonds must furnish the person's name, address and telephone number, in writing, to the Town's municipal advisor, H.J. Umbaugh and Associates Certified Public Accountants, LLP ("Umbaugh"), at 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, (317) 465-1500 (telephone), [bids@umbaugh.com](mailto:bids@umbaugh.com) (e-mail), on or before 12:00 p.m. (Eastern Time) on December 3, 2018. Such persons may also furnish a telecopy number or an e-mail address. Umbaugh, at the direction of the Clerk-Treasurer, will provide a notice (the "Notice") to each person so registered of the date and time bids will be received which shall be not less than twenty-four (24) hours before the date and time selected for sale of the 2018 Bonds. The notification shall be made by telephone at the number furnished by such person and also by telecopy or e-mail, if a telecopy number or e-mail address has been received by Umbaugh. The sale is currently expected to take place on December 6, 2018.

At the time designated for the sale, Umbaugh, on behalf of the Clerk-Treasurer, will receive and consider bids for the purchase of the 2018 Bonds in the aggregate principal amount specified in the Notice. The 2018 Bonds are expected to be approved by Ordinance of the Town to bear interest at a coupon rate or rates not to exceed five percent (5.0%) per annum. Interest will be payable semiannually on January 1 and July 1 of each year, beginning on July 1, 2019. Interest will be calculated on a 360-day year consisting of twelve 30-day months. The 2018 Bonds will be dated as of the date of delivery of the 2018 Bonds, will be in the denominations of \$5,000 or any integral multiple in excess thereof and will mature semiannually on January 1 and July 1 on the dates and in the amounts as provided by the Town at least 24 hours prior to the time of the sale. The 2018 Bonds maturing on or after July 1, 2027 are redeemable prior to maturity at the option of the Town in whole or in part in any order of maturity as

determined by the Town and by lot within maturities, on any date not earlier than January 1, 2027, at face value plus accrued interest to the date fixed for redemption and without any redemption premium.

All or a portion of the 2018 Bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities of January 1 or July 1, in the years as determined by the successful bidder, but in accordance with the maturity schedule to be provided for the 2018 Bonds at least 24 hours prior to the time of the sale, and the 2018 Bonds shall not have a maturity later than the final maturity established by the Town in such Notice. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date, on dates consistent with the schedule to be provided prior to sale.

Principal is payable at the office of U.S. Bank National Association, as registrar and paying agent, unless the Clerk-Treasurer designates another registrar and paying agent in the future. Interest shall be paid by check mailed to the registered owners or by wire transfer to depositories on each interest payment date. The 2018 Bonds will be issued in fully registered form.

Each bid must be for all of the 2018 Bonds and must state the rate or rates of interest for the 2018 Bonds in multiples of one-eighth (1/8), one-twentieth (1/20) or one-hundredth (1/100) of one percent (1%). Any bids specifying two (2) or more interest rates shall also specify the amount and maturities of the 2018 Bonds bearing each rate, but all bonds maturing on the same date shall bear the same single interest rate. The award will be made to the best bidder complying with the terms of sale and offering the lowest net interest cost to the Town, to be determined by computing the total interest on all of the 2018 Bonds to their maturities and adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. Although not a term of sale, it is requested that each bid show the net interest cost to final maturity and the net effective average interest rate on the entire issue. No conditional bid or bids for less than ninety-nine and twenty-five hundredths percent (99.25%) of the par value of the 2018 Bonds will be considered. The Town reserves the right to reject any and all bids. In the event no satisfactory bids are received at the time of the sale, the sale may be continued from day to day thereafter, without further advertisement for a period of up to thirty (30) days during which time no bid which provides a higher net interest cost to the Town than the best bid received at the time of the advertised sale will be considered.

Each bid should be on the form approved by the Town and may be submitted (1) via e-mail to [bids@umbaugh.com](mailto:bids@umbaugh.com) (e-mail); (2) by mail, which bid shall be enclosed in a sealed envelope addressed to the undersigned Clerk-Treasurer, c/o Umbaugh at 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, and marked "Bid for Town of Brownsburg, Indiana General Obligation Bonds, Series 2018"; or (3) electronically via **PARITY®**. To the extent any instructions or directions set forth in **PARITY®** conflict with this Notice, the terms of this Notice shall control. For further information about **PARITY®**, potential bidders may contact Umbaugh as indicated above, or **PARITY®** at (212) 849-5021. The successful bidder will be notified and instructed to submit a good faith deposit on the business day following notification of the award of the 2018 Bonds, which may consist of either a certified or cashier's check or a wire transfer in the amount of one percent (1%) of the par amount of the 2018 Bonds (the "Deposit"). If a check is submitted, it shall be drawn on a bank or trust company that is insured by the Federal Deposit Insurance Corporation and shall be submitted to the Town (or wire transfer such amount as instructed by the Town) not later than 3:30 p.m. (Eastern Time) on the business day following the award. In either case, the Deposit shall be payable to the "Town of Brownsburg," and shall be held as a guaranty of the performance of the bid. No interest on the Deposit will accrue to the successful bidder. In the event the successful bidder fails to honor its accepted bid, the Deposit will be retained by the Town. The successful bidder will be required to make payment for such 2018 Bonds in Federal Reserve funds or other immediately available funds and accept delivery of the 2018 Bonds within five

(5) days after being notified that the 2018 Bonds are ready for delivery, at such bank in the city of Indianapolis, Indiana, or the Town, as the purchaser shall designate, or at such other location which may be mutually agreed to by the Town and such bidder.

If a potential bidder has questions related to the Town, the financing or submission of bids, questions should be submitted by email to the addresses above no later than December 4, 2018 by 11:00 a.m. (Indianapolis time). To the best of the Town's ability, all questions will be addressed by the Town and sent to potential bidders, including any bidders requesting 24 hours' notice of sale, no later than December 4, 2018 by 5:00 p.m. (Indianapolis time). Additionally, upon request, the written responses will be emailed to any other interested bidder. Bidders should review this notice as well as the preliminary official statement and submit any questions in advance of this deadline to submit questions.

If the successful bidder for the 2018 Bonds (the "Purchaser") is an underwriter intending to resell all or any portion of the 2018 Bonds to the Public (as hereinafter defined) and the Town fails to receive a bid on the 2018 Bonds from at least three Underwriters (as hereinafter defined in this paragraph), the Town shall so advise the successful bidder for the 2018 Bonds (such successful bidder for purposes of this paragraph, the "Purchaser"). If the Underwriter intends to resell all or any portion of the 2018 Bonds to the Public (as hereinafter defined), the Purchaser must, prior to acceptance of its bid by the Town, either (i) agree in writing to neither offer nor sell any of the 2018 Bonds to any person at a price that is higher than the initial offering price for each maturity of 2018 Bonds during the Holding Period (as hereinafter defined) for any maturity of the 2018 Bonds or (ii) request in writing that the Town treat the first price at which 10% of a maturity of the Bonds (the 10% test) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. For purposes of this Notice of Intent to Sell Bonds, (a) the term "Public" shall mean any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as hereinafter defined) or a related party to an Underwriter, (b) the term "related party" means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly, (c) the term "Underwriter" means (i) any person that agrees pursuant to a written contract with the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2018 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2018 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the such sale of the 2018 Bonds to the Public), and (d) the term "Holding Period" means the period starting on the date the Town awards the 2018 Bonds to the Purchaser (the "Sale Date") and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of each maturity of the 2018 Bonds to the Public at prices that are no higher than the initial offering price for such maturity of the 2018 Bonds. Any underwriter executing and delivering an Official Bid Form with respect to the 2018 Bonds agrees thereby that if its bid is accepted by the Town (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all participating underwriters of the 2018 Bonds for purposes of assuring the receipt of each such participating underwriter of the Final Official Statement. The successful bidder for the 2018 Bonds shall be responsible for providing (i) in writing the initial reoffering prices and other terms, if any, to the municipal advisor as and at the time requested and (ii) a certification verifying information as to the bona fide initial offering prices of the 2018 Bonds to the Public and sales of the 2018 Bonds appropriate for determination of the issue price of, and the yield on, the 2018 Bonds under the Internal Revenue Code of 1986, as amended, as and at the time requested by the Town's bond counsel.

It is anticipated that the 2018 Bonds will be ready for delivery within thirty (30) days after the date of the sale and if not ready for delivery within forty-five (45) days after the sale date, the purchaser shall be entitled to rescind the sale and obtain the return of the Deposit. The successful bidder will also be required to certify as to the price at which a substantial amount of 2018 Bonds of each maturity was

reoffered to the public. The opinion of Frost Brown Todd LLC, bond counsel, approving the validity of the 2018 Bonds, together with a transcript of the bond proceedings and closing certificates, in the usual form, will be furnished to the successful bidder at the expense of the Town.

The 2018 Bonds may be issued, at the option of the successful bidder, by means of a book-entry-only system with no physical distribution of bond certificates made to the public. In this case, one (1) bond certificate for each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. If the book-entry-only system is selected, the successful bidder, as a condition of delivery of the 2018 Bonds, would be required to pay all costs associated with registering and depositing the bond certificates with DTC.

If the purchaser requires, CUSIP identification numbers will be secured and will be printed on the 2018 Bonds. However, no CUSIP identification number shall be deemed to be a part of any 2018 Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the Town or any of its officers or agents because of or on account of such numbers. In such event, all expenses in relation to the securing and printing of such CUSIP identification numbers on the 2018 Bonds shall be paid for by the purchaser. The successful bidder will also be responsible for any other fees or expenses that it shall incur in connection with the 2018 Bonds.

Dated this 14<sup>th</sup> day of November, 2018.

Ann Hathaway  
Clerk-Treasurer, Town of Brownsburg, Indiana

### **Publication Instructions**

Publish in *The Flyer* on November 14, 2018 and November 21, 2018 and in *The Republican* on November 15, 2018 and November 22, 2018 and in *The Court and Commercial Record* on November 14, 2018 and November 21, 2018.

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## APPENDIX A





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## **TOWN OF BROWNSBURG**

### **GENERAL PHYSICAL AND DEMOGRAPHIC INFORMATION**

#### **LOCATION**

The Town of Brownsburg (the “Town”) is located in the northeast section of Hendricks County (the “County”) in central Indiana and borders the City of Indianapolis. The Town is approximately 15 miles northwest of downtown Indianapolis.

#### **GENERAL CHARACTERISTICS**

Throughout most of its history, Hendricks County had been primarily agricultural. However, due to its proximity to Indianapolis and the Indianapolis International Airport, and because it is crossed by two major interstates (I-74 and I-70); the County has experienced dramatic growth in residential, commercial, and light industrial sectors.

Brownsburg residents enjoy a suburban lifestyle, with job opportunities, shopping, recreation, and a close proximity to professional sports, entertainment, and medical facilities in greater Indianapolis. Hendricks County is the third-fastest growing county in Indiana. In order to accommodate the industrial and commercial growth that has taken place in the past ten years, the Town continues to develop Town services and infrastructure.

Brownsburg has several municipal parks and trails for various recreational activities. Additionally, the Town is home to numerous racing teams, businesses, and events. Both professional and amateur racing sports, including the Lucas Oil Raceway at Indianapolis (host of the National Hot Rod Association U.S. Nationals), have migrated to this area, which is just west of the famous Indianapolis Motor Speedway and the “Indianapolis 500” race.

The Brownsburg Public Library serves the Town of Brownsburg. The Library has doubled in size in response to the growing number of patrons. The Library provides a variety of services including adult and children’s books and reference materials, computers and public internet access, special programming, and meeting facilities.

Adjacent to the Town, the City of Indianapolis offers numerous recreational and cultural facilities to residents in the areas of music, art, sporting events, and other recreational activities including the Indianapolis Symphony Orchestra, Clowes Memorial Hall, the Ballet Theater of Indianapolis, the Indianapolis Opera, the Indianapolis Children’s Choir, the Indianapolis Museum of Art, the Indiana State Museum, the Eiteljorg Museum of American Indian and Western Art, the Indiana Repertory Theater, and the Indianapolis Children’s Museum.

Indianapolis, famous for “Indy 500” racing, and home of the “Indiana Pacers”, the “Indianapolis Colts”, the “Indy Eleven”, and the “Indianapolis Indians,” is also known as an amateur sports center, and boasts the location of the headquarters of the National Collegiate Athletic Association. Numerous facilities provide spectator sporting events, as well as facilities open to the public for participation in swimming, tennis, bicycling, basketball, soccer, and other athletic activities. Many public and private golf courses are located throughout the metropolitan area. The downtown White River State Park includes a 78-acre Indianapolis Zoo and the White River Gardens. Located northeast of Brownsburg, Eagle Creek Park is the largest municipally owned and operated park and recreation area in the United States, and has 5,100 acres of land and water. Sailing, windsurfing, canoeing, swimming, hiking, and horseback riding are all enjoyed at Eagle Creek Park.

**GOVERNMENTAL STRUCTURE**

The Town is governed by a five-member Town Council, with each member elected to a four-year term. The Clerk-Treasurer is elected to a four-year term and is responsible for the financial records of the Town. The Town Manager is hired by the Town Council and oversees the day-to-day administration of the Town. The President of the Town Council serves as the Town Executive. Additional Town departments include the following:

Communications	Human Resources	Town Court
Capital Improvements	Parks & Recreation	Utility Department
Developmental Services	Police	Wastewater
Economic Development	Purchasing	Water
Fire Territory	Stormwater	
Fleet Maintenance	Street	

The Town employs a total of approximately 138 full time and 127 part-time employees. The Town is the provider unit for the Brownsburg Fire Territory. The 86 employees of the Brownsburg Fire Territory are represented by the Hendricks County Professional Firefighters Local 4406 union, but the Fire Territory does not have a union contract.

**PLANNING AND ZONING**

The Brownsburg Advisory Plan Commission is comprised of seven members. The Commission is appointed to four year terms and is responsible for planning the physical development of the Town. A five member Board of Zoning Appeals is responsible for hearing development variances.

**EDUCATION**

Avon Community School Corporation, Brownsburg Community School Corporation, and North West Hendricks School Corporation provide public education for school-aged children in the Town of Brownsburg. Each of the schools offers a comprehensive academic curriculum and a variety of extra-curricular activities. Enrollment and employment information are reported by school administrators as follows.

	<u>2018/2019</u>	<u>Certified</u>	<u>Non-Certified</u>
	<u>Enrollment</u>	<u>Employees</u>	<u>Employees</u>
Avon Community School Corporation	9,749	571	694
Brownsburg Community School Corporation	8,928	509	483
North West Hendricks School Corporation	1,843	109	123

**PENSION OBLIGATIONS**

**Public Employees’ Retirement Fund**

**Plan Description**

The Indiana Public Employees’ Retirement Fund (PERF) is a defined benefit pension plan. PERF is a cost-sharing multiple-employer public employee retirement system, which provides retirement benefits to plan members and beneficiaries. All full-time employees are eligible to participate in this defined benefit plan. State statutes (IC 5-10.2 and 5-10.3) govern, through the Indiana Public Retirement System (INPRS) Board, most requirements of the system, and give the Town authority to contribute to the plan. The PERF retirement benefit consists of the pension provided by employer contributions plus an annuity provided by the member’s annuity savings account. The annuity savings account consists of members’ contributions, set by state statute at 3 percent of compensation, plus the interest credited to the member’s account. The employer may elect to make the contributions on behalf of the member.

INPRS administers the plan and issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System  
1 North Capitol Avenue, Suite 001  
Indianapolis, IN 46204  
Ph. (888) 526-1687

#### Funding Policy and Annual Pension Cost

The contribution requirements of the plan members for PERF are established by the Board of Trustees of INPRS.

Employer contributions for the years 2016 and 2017 for PERF were \$507,520 and \$571,562, respectively.

#### 1925 Police Officers' Pension Plan

##### Plan Description

The 1925 Police Officers' Pension Plan is a single-employer defined benefit pension plan. The plan is administered by the local pension board as authorized by state statute (IC 36-8-6). The plan provides retirement, disability, and death benefits to plan members and beneficiaries. The plan was established by the plan administrator, as provided by state statute. The plan administrator does not issue a publicly available financial report that includes financial statements and required supplementary information of the plan.

##### Funding Policy

The contribution requirements of plan members for the 1925 Police Officers' Pension Plan are established by state statute.

##### On Behalf Payments

The 1925 Police Officers' Pension Plan is funded by the State of Indiana through the Indiana Public Retirement System as provided under Indiana Code 5-10.3-11.

#### 1977 Police Officers' and Firefighters' Pension and Disability Fund

##### Plan Description

The 1977 Police Officers' and Firefighters' Pension and Disability Fund is a cost-sharing multiple-employer defined benefit pension plan administered by the Indiana Public Retirement System (INPRS) for all police officers and firefighters hired after April 30, 1977.

State statute (IC 36-8-8) regulates the operations of the system, including benefits, vesting, and requirements for contributions by employers and by employees. Covered employees may retire at age 52 with 20 years of service. An employee with 20 years of service may leave service, but will not receive benefits until reaching age 52. The plan also provides for death and disability benefits.

INPRS issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System  
1 North Capitol Avenue, Suite 001  
Indianapolis, IN 46204  
Ph. (888) 526-1687

##### Funding Policy

The contribution requirements of plan members and the Town are established by the Board of Trustees of INPRS.

Employer contributions for the Police and Firefighter's Pension Fund for the years 2016 and 2017 were \$1,503,449 and \$1,637,598 respectively.

### Other Post-Employment Benefits

The Town provides health insurance benefits to eligible retirees and their spouses. The costs of the health insurance benefits are shared between the retiree and the Town. These benefits pose a liability to the Town for this year and in future years. Information regarding the benefits can be obtained by contacting the Town. In 2017, four retirees received these benefits and the Town paid half of the premiums.

Accrued vacation days are paid out upon termination, as well as up to 10 vacation days that may be rolled over from the prior year.

### HEALTH BENEFITS

The Town's health insurance and property casualty insurance are self-funded, with a catastrophic limit of \$100,000.

## GENERAL ECONOMIC AND FINANCIAL INFORMATION

### COMMERCE AND INDUSTRY

The proximity of the Town to the Indianapolis International Airport and its location along Interstate 74, a major east-west transportation artery in the nation, and S. R. 267 makes Brownsburg a prime location to attract major distribution facilities. The City of Indianapolis also provides a wide range of employment opportunities for Town residents.

Maplehurst Bakeries is a large industrial employer in the Town and it started production in July 1994. The company reports employment at approximately 350 employees. In July 2016, Weston Foods, the parent company for Maplehurst, announced plans to relocate its national headquarters to Brownsburg. The relocation consisted of \$1.6 million in renovations to the current facility.

The Eaglepoint Industrial Park, located in Brownsburg, is currently comprised of several distribution facilities. Large tenants such as HomeGoods Division, a distributor of home décor merchandise, occupies 805,000 sq. ft. and Guitar Center, a distributor of musical instruments, occupies approximately 800,000 sq. ft. Other distribution facilities include Sur La Table, a retailer of culinary supplies, and O'Reilly Auto Parts, one of the largest specialty auto parts retailers in the United States. Several businesses that are involved in the racing industry are also located in Eaglepoint Industrial Park. Lauth is currently constructing a 690,980 sq. ft. logistics/distribution center, and this \$30 million project is anticipated to be completed in 2019.

The Town annexed 2,146 acres to extend the Town boundaries over to the interchange at I-74 (the second Brownsburg exit) and Ronald Reagan Parkway. The Ronald Reagan Parkway is a north-south corridor that connects I-70 to I-74, and extends north to I-65 located just west of the City of Indianapolis and is intersected by two major rail lines. The area includes Lucas Oil Raceway, Nitro Ally, and several industrial users. The Town's Comprehensive Plan notes that the completion and development of the Ronald Reagan Parkway as a new regional artery may have "the most significant impact on long-term commercial development within both the community and the larger area." The annexed area is ideally suited for large-scale, regional development, office and industrial development, and single and multi-family residential development. The Comprehensive Plan for this area is anticipated to develop over the next ten to fifteen years and anticipates that the future development would likely include a regional campus of offices, hotels, restaurants, and shopping facilities centered on the corridor.

In October 2016, Avept Inc., a power sports, and automotive parts distributor, announced its plans to invest approximately \$6.3 million in the construction of a new 100,000 sq. ft. distribution center. The new distribution center will create 118 new jobs by 2019.

Hendricks Regional Health opened a \$48 million medical center in the Town on January 8, 2018. The 100,000 sq. ft. facility has comprehensive sports medicine and women's services, as well as Hendricks County's first side-by-side emergency department and immediate care center. Currently equipped with six inpatient beds on the second floor, the facility has the option of expanding to 20 in the near future.

Investments totaling nearly \$90 million are transforming downtown Brownsburg. The redeveloped area includes mixed use projects that incorporate both retail and residential areas. In June 2018, Envoy, Inc., Hageman Group, and Yeager Properties celebrated the grand opening of the Elevate Brownsburg, a \$5 million office and co-working space

development in downtown Brownsburg. Elevate Brownsburg opened to new tenants in August 2018 and is expected to be fully completed by January 2019. In November 2017, Scannell Properties broke ground on Union Green, a \$30 million mixed use and multi-family development consisting of 172 apartments, retail space, and a parking garage. The development is now open to residential and retail tenants. In March 2017, the Town Council approved an agreement with Flaherty & Collins Properties to move forward with The Arbuckle, a mixed-use development, located adjacent to the Arbuckle Acres Park, consisting of approximately 208 apartment units, 7,500 square feet of retail, and a parking garage. The \$35 million development was completed in 2018. In March 2017, the Town Council also approved Paragon Development's 35,000 square foot office/retail building, which is expected to be complete in 2018. The Envoy Inc., Scannell Properties, Flaherty & Collins Properties, and Paragon Development projects are all located within Brownsburg's downtown area and makeup Brownsburg Town Center, which is expected to be completed within the next two years.

Lucas Oil Raceway is in the process of a multimillion-dollar renovation, turning the motorsports park into a multi-purpose facility that can be used year-round. Home to the U.S. Nationals, the National Hot Rod Association's ("NHRA") largest race, the facility is planning to use 75 acres to expand the racetrack and current facility. According to a 2018 Indianapolis Star article, Lucas Oil Raceway received a \$1 million grant from the Indiana Economic Development Corporation in efforts to help grow the motorsports industry. The grant was used to help build a \$1.9 million pavilion that allows for other non-motorsports use and hospitality during race weekends. The rest of the renovations will include three phases. The first phase will focus on the dragstrip, replacing Park Tower with a new tower that includes hospitality rooms, race control, media center, and NHRA training classrooms. The second phase will improve the race surface of the oval track, fencing, lighting, and seating so the facility can go from hosting 10 to 30 stock car races a year. The third phase will redesign the 2.5-mile road course. The renovation would make all tracks separate, allowing them to be used at the same time. The renovations will occur over a multi-year period.

Vance and Hines Performance LLC, a motorsports company, announced that it was shutting down manufacturing operations in Brownsburg by the end of 2017. Approximately 70 employees were laid off.

In 2018, Yoder Oil began construction of a 10,000 sq. ft. warehouse and distribution center. This construction is the first of multiple planned phases, with the intention of expanding to a 30,000 sq. ft. building.

## LARGE EMPLOYERS

Below is a list of the Town's largest employers. The number of employees shown are as reported by company personnel unless otherwise noted. Because of reporting time lags and other factors inherent in collecting and reporting such information, the statistics may not reflect the most recent employment levels.

<u>Name</u>	<u>Established</u>	<u>Type of Business</u>	<u>Employment</u>
Avon Community Schools	-	Public education	1,265 (1)
HomeGoods Distribution Center/ TJX Companies, Inc.	2001	Retail warehouse and distribution	1,040
Brownsburg Community Schools	-	Public education	992 (2)
Hendricks County	1824	County government	523
O'Reilly Auto Parts Warehouse	-	Retail warehouse and distribution	375
Maplehurst Bakeries Inc.	1994	Bakery-donuts, frozen items, bagels, rolls	332
Wal-Mart Supercenter	-	Retail	300
Town of Brownsburg	1848	Town government	265 (3)
North West Hendricks Schools	-	Public education	232 (4)
Sur La Table	-	Distribution of culinary tools	175 (5)

(1) Includes 571 certified and 694 non-certified employees.

(2) Includes 509 certified and 483 non-certified employees.

(3) Does not include employees of the Fire Territory.

(4) Includes 109 certified and 123 non-certified employees.

(5) Per company personnel, employment reaches approximately 250 with seasonal employees during the fourth quarter.



## EMPLOYMENT

<u>Year</u>	<u>Unemployment Rate</u>		<u>Hendricks County Labor Force</u>
	<u>Hendricks County</u>	<u>Indiana</u>	
2013	5.8%	7.7%	78,649
2014	4.6%	6.0%	80,633
2015	3.8%	4.8%	82,861
2016	3.5%	4.4%	85,739
2017	2.9%	3.5%	86,205
2018, August	3.2%	3.7%	89,556

Source: Indiana Business Research Center. Data collected as of October 5, 2018.

## BUILDING PERMITS

Provided below is a summary of the number of building permits and estimated construction costs for the Town.

<u>Year</u>	<u>Residential</u>		<u>Commercial</u>	
	<u>Total Permits</u>	<u>Estimated Costs</u>	<u>Total Permits</u>	<u>Estimated Costs</u>
2013	224	\$27,829,061	49	\$17,354,099
2014	225	60,253,083	67	21,925,842
2015	213	38,154,721	85	16,011,506
2016	259	50,044,514	65	90,586,689 (1)
2017	301	62,530,831	63	100,789,246 (2)

- (1) Includes a \$48 million new building for Hendricks Regional Health and multiple buildings in the Eaglepoint Business Park.
- (2) Includes \$25 million for Arbuckle Commons Project, \$27 million for Brownsburg Community Schools, and \$24 Million for the Waste Water Treatment Plant.

Source: Town of Brownsburg's Development Services Department (formerly the Building Department).

**POPULATION**

<u>Year</u>	<u>Town of Brownsburg</u>		<u>Hendricks County</u>	
	<u>Population</u>	<u>Percent of Change</u>	<u>Population</u>	<u>Percent of Change</u>
1970	5,751	28.43%	53,974	31.98%
1980	6,242	8.54%	69,804	29.33%
1990	7,628	22.20%	75,717	8.47%
2000	14,520	90.35%	104,093	37.48%
2010	21,285	46.59%	145,448	39.73%
2017, Est.	25,911	21.73%	163,685	12.54%

Source: U.S. Census Bureau

**AGE STATISTICS**

	<u>Town of Brownsburg</u>	<u>Hendricks County</u>
Under 25 Years	7,465	50,187
25 to 44 Years	6,151	41,242
45 to 64 Years	5,125	38,450
65 Years and Over	2,544	15,569
Totals	<u>21,285</u>	<u>145,448</u>

Source: U.S. Census Bureau's 2010 Census

**EDUCATIONAL ATTAINMENT**

<u>Years of School Completed</u>	<u>Persons 25 and Over</u>	
	<u>Town of Brownsburg</u>	<u>Hendricks County</u>
Less than 9th grade	2.3%	1.8%
9th to 12th grade, no diploma	4.9%	4.7%
High school graduate	25.2%	28.5%
Some college, no degree	23.7%	21.3%
Associate's degree	7.8%	9.0%
Bachelor's degree	25.9%	23.5%
Graduate or professional degree	10.1%	11.2%

Source: U.S. Census Bureau's 2012-2016 American Community Survey 5-Year Estimates

**MISCELLANEOUS ECONOMIC INFORMATION**

	<u>Town of Brownsburg</u>	<u>Hendricks County</u>	<u>Indiana</u>
Per capita income, past 12 months*	\$31,760	\$31,335	\$26,117
Median household income, past 12 months*	\$68,647	\$73,042	\$50,433
Average weekly earnings in manufacturing ( 1st qtr. of 2018)	N/A	\$1,095	\$1,348
Land area in square miles - 2010	11.08	406.91	35,826.11
Population per land square mile - 2010	1,921.0	357.4	181.0
Retail sales in 2012:			
Total retail sales	\$447,320,000	\$2,561,373,000	\$85,857,962,000
Sales per capita**	\$21,016	\$17,610	\$13,242
Sales per establishment	\$5,083,182	\$5,808,102	\$3,974,722

\*In 2016 inflation-adjusted dollars – 5-year estimates

\*\*Based on 2010 Population.

Source: Bureau of Census Reports and the Indiana Business Research Center. Data collected as of October 5, 2018.

<u>Employment and Earnings - Hendricks County 2016</u>	<u>Earnings</u> (In 1,000s)	Percent of <u>Earnings</u>	<u>Labor Force</u>	Distribution of <u>Labor Force</u>
Services	\$1,133,361	30.44%	34,838	39.88%
Wholesale and retail trade	725,313	19.48%	18,216	20.86%
Government	527,612	14.17%	8,783	10.06%
Transportation and warehousing	479,497	12.87%	9,886	11.32%
Manufacturing	268,269	7.20%	4,210	4.82%
Construction	245,004	6.58%	4,063	4.65%
Finance, insurance and real estate	117,119	3.14%	5,178	5.93%
Utilities	100,918	2.71%	805	0.92%
Other*	85,027	2.28%	205	0.23%
Farming	33,915	0.91%	721	0.83%
Information	8,278	0.22%	436	0.50%
<b>Totals</b>	<b>\$3,724,313</b>	<b>100.00%</b>	<b>87,341</b>	<b>100.00%</b>

\* In order to avoid disclosure of confidential information, specific earnings and employment figures are not available for the mining, forestry, fishing, related activities, and other Sectors. The data is incorporated here.

Source: Bureau of Economic Analysis and the Indiana Business Research Center. Data collected as of October 5, 2018.

<u>Adjusted Gross Income</u>	<u>Year</u>	<u>Hendricks County Total</u>
	2011	\$3,811,715,435
	2012	4,008,050,900
	2013	4,139,851,042
	2014	4,346,245,088
	2015	4,534,655,933

Source: Indiana Department of Revenue

**SCHEDULE OF INDEBTEDNESS**

The following schedule shows the outstanding indebtedness of the Town and the taxing units within and overlapping its jurisdiction as of October 5, 2018, including issuance of the Bonds, as reported by the respective taxing units.

<u>Direct Debt</u>	<u>Original Par Amount</u>	<u>Final Maturity</u>	<u>Outstanding Amount</u>
Town of Brownsburg			
General Obligation Bonds, Series 2018	\$3,000,000	01/01/30	\$3,000,000
General Obligation Bonds, Series 2017	1,720,000	01/01/29	1,605,000
General Obligation Bonds, Series 2016	2,000,000	01/01/27	1,715,000
General Obligation Bonds, Series 2015	2,000,000	01/01/26	1,540,000
Brownsburg Redevelopment Authority			
Taxable Lease Rental Revenue Bonds of 2017 (1)	8,245,000	02/01/42	8,245,000
Lease Rental Refunding Bonds, Series 2017A (2)	4,635,000	02/01/32	4,310,000
Lease Rental Refunding Bonds, Series 2017B (2)	3,300,000	02/01/32	3,070,000
Economic Development Lease Rental Revenue Refunding Bonds of 2016 (2)	7,115,000	02/01/29	6,545,000
Economic Development Income Tax (EDIT) Lease Rental Bonds of 2015, Series A (3)	6,770,000	02/01/35	6,445,000
Economic Development Lease Rental Bonds of 2015, Series A (4)	7,575,000	08/01/39	7,575,000
Economic Development Lease Rental Bonds of 2014, Series A (2)	4,035,000	08/01/39	3,535,000
Brownsburg Redevelopment District			
Economic Development Special Benefits Tax Revenue Bonds, Series 2013A (5)	2,580,000	02/01/33	2,065,000
Redevelopment District Bonds, Series 2018 (6)	3,170,000	02/01/35	3,170,000
Brownsburg Municipal Building Corporation			
First Mortgage Refunding Bonds, Series 2013 (7)	12,788,000	02/01/25	<u>7,203,000</u>
Subtotal			<u>60,023,000</u>
Brownsburg Redevelopment District (TIF or Other Available Revenues Only; no property tax back-up)			
Grant Installment Contract of 2017 (Arbuckle Commons Project) (8)	\$7,100,000	02/01/42	\$7,100,000
Installment Purchase Contract of 2017 (Towne Center Project) (9)	4,500,000	02/01/42	4,500,000
Taxable Economic Development Revenue Bonds of 2016 (HRH Project) (10)	2,600,000	02/01/36	<u>416,000</u> (11)
Subtotal			<u>12,016,000</u>
Self-Supporting Revenue Debt			
Waterworks Revenue Bonds, Series 2012B (SRF)	\$987,000	01/01/32	\$728,000
Waterworks Revenue Bonds, Series 2011A (SRF)	4,750,000	01/01/32	3,836,000
Waterworks Revenue Bonds of 2003	2,000,000	01/01/24	735,000
Sewage Works Revenue Bonds, Series 2016	14,395,000	11/01/38	14,395,000
Sewage Works Revenue Bonds, Series 2011A	6,000,000	11/01/31	4,670,000
Sewage Works Revenue Bonds, Series 2009A (SRF)	3,975,000	11/01/27	<u>3,794,000</u>
Subtotal			<u>28,158,000</u>
Total Direct Debt			<u><u>\$100,197,000</u></u>

- (1) Payable from Arbuckle TIF, minimum taxpayer payments, subordinate North Beltway Tax Increment (TIF), other available revenues of the commission, and a Special Benefits Tax Back-up.
- (2) Payable from North Beltway Tax Increment (TIF) and Special Benefits Tax Back-up.
- (3) Payable from Economic Development Income Tax (EDIT) Revenues.
- (4) Payable from North Beltway Tax Increment (TIF), Limited Economic Development Income Tax (EDIT) revenues, and Special Benefits Tax Back-up.
- (5) Payable from Wynne Farms Tax Increment (TIF) and a Special Benefits Tax Back-up.
- (6) Payable from subordinate Wynne Farms Tax Increment (TIF), subordinate North Beltway Tax Increment (TIF), and a Special Benefits Tax Back-up.
- (7) Payable from ad valorem property tax.
- (8) Payable from available revenues of the Redevelopment Commission, which may include Arbuckle TIF, minimum taxpayer payments, local income tax revenue, subordinate North Beltway Tax Increment (TIF).
- (9) Payable from Towne Center Tax Increment, a minimum taxpayer payment, and limited local income tax revenues.
- (10) Payable from junior and subordinate North Beltway Tax Increment (TIF) without a Special Benefits Tax Back-up.
- (11) The bonds were issued as draw bonds. The amount represents the amount of principal drawn down and outstanding as of September 3, 2018.

Note: The Town may issue bonds within the next five years for mixed-use developments payable from project tax increment. The Town may issue bonds within the next few years as a local match for infrastructure projects.

(Continued on the next page)

SCHEDULE OF INDEBTEDNESS

(Cont'd)

<u>Overlapping Debt</u>	<u>Total Debt</u>	<u>Percent Allocable to Town (1)</u>	<u>Amount Allocable to Town</u>
Tax Supported Debt			
Brownsburg Fire Territory	\$1,831,000	60.33%	\$1,104,642
Hendricks County (2)	34,519,487	15.54%	5,364,328
Hendricks County Redevelopment District (Tax Increment revenues only)	8,820,000	0.00%	0
Avon Community School Corporation (3)	180,841,700	0.47%	849,956
Brownsburg Community School Corporation (4)	200,719,498	59.76%	119,949,972
North West Hendricks School Corporation	47,295,152	3.16%	1,494,527
Avon-Washington Township Public Library	4,565,000	0.47%	21,456
Brownsburg Public Library (5)	630,000	59.76%	376,488
Washington Township	4,265,000	4.54%	<u>193,631</u>
Tax Supported Debt			<u>129,355,000</u>
Self-Supporting Revenue Debt			
Hendricks County Solid Waste	1,500	15.54%	\$233
Hendricks County Hospital Association	82,320,000	15.54%	12,792,528
Hendricks County (phone revenues)	1,201,823	15.54%	<u>186,763</u>
Self-Supporting Revenue Debt			<u>12,979,524</u>
Total Overlapping Debt			<u>\$142,334,523</u>

(1) Based upon the 2017 payable 2018 net assessed valuation of the respective taxing units.

(2) The Town has an interlocal agreement with Hendricks County to pay 6.22% of the debt service due on the County's outstanding Transportation Refunding Revenue Bonds of 2017.

(3) Avon Community School Corporation anticipates issuing approximately \$995,000 of General Obligation Bonds in December 2018.

(4) Includes \$47,430,000 of First Mortgage Bonds that priced in October 2018 and will close on December 4, 2018.

(5) The Brownsburg Public Library anticipates issuing approximately \$4.5 million of General Obligation Bonds in December 2018.

The schedule presented above is based on information furnished by the obligors or other sources and is deemed reliable. The Town makes no representation or warranty as to its accuracy or completeness.

**DEBT RATIOS**

The following presents the ratios relative to the tax supported indebtedness of the taxing units within and overlapping the Town as of October 5, 2018, including issuance of the Bonds.

	Direct Tax Supported Debt <u>\$60,023,000</u>	Allocable Portion of All Other Overlapping Tax Supported Debt <u>\$129,355,000</u>	Total Direct and Overlapping Tax Supported Debt <u>\$189,378,000</u>
Per capita (1)	\$2,316.51	\$4,992.28	\$7,308.79
Percent of net assessed valuation (2)	4.51%	9.72%	14.22%
Percent of gross assessed valuation (3)	2.67%	5.75%	8.42%

- (1) According to the U.S. Census Bureau, the estimated 2017 population of the Town is 25,911.
- (2) The net assessed valuation of the Town for taxes payable in 2018 is \$1,331,463,745 according to the Hendricks County Auditor's office.
- (3) The gross assessed valuation of the Town for taxes payable in 2018 is \$2,249,226,320 according to the Hendricks County Auditor's office.

**DEBT LIMIT**

The amount of general obligation debt a political subdivision of the State of Indiana can incur is controlled by the constitutional debt limit, which is an amount equal to 2% of the value of taxable property within the political subdivision. Pursuant to Indiana Code 36-1-15, the value of taxable property within the political subdivision is divided by three for the purposes of this calculation. The Town debt limit, based upon the adjusted value of taxable property, is shown below.

Certified net assessed valuation (Taxes payable in 2019)	\$1,446,243,427
Times: 2% general obligation debt issue limit	<u>2%</u>
Sub-total	28,924,869
Divided by 3	<u>3</u>
General obligation debt issue limit	9,641,623
Less: Outstanding general obligation debt including the Bonds	<u>(7,860,000)</u>
Estimated amount remaining for general obligation debt issuance	<u><u>\$1,781,623</u></u>

**SCHEDULE OF HISTORICAL NET ASSESSED VALUATION**

(As Provided by the Hendricks County Auditor's Office)

<u>Year Payable</u>	<u>Real Estate</u>	<u>Utilities</u>	<u>Personal Property</u>	<u>Total Taxable Value</u>
2014	\$965,827,114	\$9,873,500	\$84,379,300	1,060,079,914
2015	1,012,501,298	10,777,100	86,191,636	1,109,470,034 (1)
2016	1,109,556,080	11,053,050	89,609,360	1,210,218,490
2017	1,147,486,845	11,253,770	92,659,650	1,251,400,265
2018	1,217,560,155	11,518,500	102,385,090	1,331,463,745
2019 (2)	N/A	N/A	N/A	1,446,243,427

- (1) The Town of Brownsburg has annexed 107 acres of land, which became effective in 2014 pay 2015 assessment.
- (2) Represents the 2019 Certified Net Assessed Value per the Department of Local Government Finance (the "DLGF").

NOTE: Net assessed valuations represent the assessed value less certain deductions for mortgages, veterans, the aged and the blind, as well as tax-exempt property.

Real property is valued for assessment purposes at its true tax value as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4, and the 2011 Real Property Assessment Guidelines ("Guidelines"), as adopted by the Department of Local Government Finance ("DLGF"). In the case of agricultural land, true tax value is the value determined in accordance with the Guidelines adopted by the DLGF and IC 6-1.1-4-13. In the case of all other real property, true tax value is defined as "the market value-in-use of a property for its current use, as reflected by the utility received by the owner or by a similar user, from the property."

P.L. 180-2016 revises the factors used to calculate the assessed value of agricultural land. This legislation is retroactive to the January 1, 2016 assessment date and applies to each assessment date thereafter. The revised factors enacted in the legislation may reduce the total assessed value of agricultural land, which could shift property tax liability from agricultural property owners to other property owners. In addition, the reduction in the assessed value of agricultural land may result in a reduction of the total assessed value of a Town. Lower assessed values of a Town may result in higher tax rates in order for a Town to receive its approved property tax levy.

Real property assessments are annually adjusted to market value based on sales data. The process of adjusting real property assessments to reflect market values has been termed "trending" by the DLGF.

The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce accurate and uniform values throughout the jurisdiction and across all classes of property. The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method.

**DETAIL OF NET ASSESSED VALUATION**  
 Assessed 2017 for Taxes Payable in 2018  
 (As Provided by the Hendricks County Auditor's Office)

	<u>Brownsburg Brown Twp.</u>	<u>Brownsburg Middle Twp.</u>	<u>Brownsburg Washington Twp.</u>	<u>Town of Brownsburg</u>	<u>Total</u>
Gross Value of Land	\$103,929,600	\$4,901,700	\$3,653,600	\$374,977,500	\$487,462,400
Gross Value of Improvements	<u>291,619,600</u>	<u>26,582,800</u>	<u>15,801,000</u>	<u>1,309,220,150</u>	<u>1,643,223,550</u>
Total Gross Value of Real Estate	395,549,200	31,484,500	19,454,600	1,684,197,650	2,130,685,950
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(126,485,103)	(13,377,720)	(8,111,890)	(586,088,959)	(734,063,672)
Tax Exempt Property	(26,902,018)			(15,563,692)	(42,465,710)
TIF	<u>(74,950,002)</u>			<u>(61,646,411)</u>	<u>(136,596,413)</u>
Net Assessed Value of Real Estate	<u>167,212,077</u>	<u>18,106,780</u>	<u>11,342,710</u>	<u>1,020,898,588</u>	<u>1,217,560,155</u>
Business Personal Property	33,903,190	77,550	340	73,040,790	107,021,870
Less: Deductions	<u>(3,341,740)</u>			<u>(1,295,040)</u>	<u>(4,636,780)</u>
Net Assessed Value of Personal Property	<u>30,561,450</u>	<u>77,550</u>	<u>340</u>	<u>71,745,750</u>	<u>102,385,090</u>
Net Assessed Value of Utility Property	<u>778,260</u>	<u>8,570</u>	<u>53,390</u>	<u>10,678,280</u>	<u>11,518,500</u>
Total Net Assessed Value	<u><u>\$198,551,787</u></u>	<u><u>\$18,192,900</u></u>	<u><u>\$11,396,440</u></u>	<u><u>\$1,103,322,618</u></u>	<u><u>\$1,331,463,745</u></u>



**COMPARATIVE SCHEDULE OF CERTIFIED TAX RATES**

Per \$100 of Net Assessed Valuation

	Year Taxes Payable				
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Detail of Certified Tax Rate:					
General	\$0.4307	\$0.4138	\$0.3979	\$0.3872	\$0.3800
Debt Service				0.0194	0.0131
Bond #2				0.0205	0.0154
Bond #3				0.0880	0.0852
Bond #4					0.0205
MVH Fund	0.0411	0.0403	0.0409	0.0510	0.0586
Fire Building Debt	0.1406	0.1466	0.1593	0.0126 (1)	0.0020
Cum. Capital Development	0.0428	0.0423	0.0417	0.0417	0.0417
Fire Territory	0.2975	0.2983	0.2862	0.2867	0.2895
Fire Equipment Debt	<u>0.0321</u>	<u>0.0322</u>	<u>0.0323</u>	<u>0.0333</u>	<u>0.0333</u>
Totals	<u>\$0.9848</u>	<u>\$0.9735</u>	<u>\$0.9583</u>	<u>\$0.9404</u>	<u>\$0.9393</u>

Total District Certified Tax Rate (2)

Brownsburg	\$2.9910	\$2.9026	\$2.8170	\$2.8014	\$2.8022
Brownsburg - Brown Twp.	\$2.9889	\$2.9011	\$2.8123	\$2.7947	\$2.7950
Brownsburg - Middle Twp.	\$3.2408	\$3.1639	\$3.1094	\$2.9245	\$2.9030
Brownsburg - Washington Twp.	\$3.3706	\$3.2521	\$3.1302	\$3.1929	\$3.0654

(1) In 2017, the debt service levies tax rates were separated into four funds, thereby lowering the Fire Building Debt tax rate.

(2) Includes certified tax rates of overlapping taxing units.

Source: DLGF Certified Budget Orders for the Town.

**PROPERTY TAXES LEVIED AND COLLECTED**

<u>Collection Year</u>	<u>Certified Taxes Levied</u> (1)	<u>Circuit Breaker Tax Credit</u>	<u>Certified Taxes Levied Net of Circuit Breaker Tax Credit</u>	<u>Taxes Collected</u>	<u>Collected as Percent of Gross Levy</u>	<u>Collected as Percent of Net Levy</u>
2013	\$12,840,876	(\$1,853,022)	\$10,987,854	\$10,808,251	84.17%	98.37%
2014	12,952,554	(1,863,551)	11,089,003	10,930,784	84.39%	98.57%
2015	13,543,429	(1,766,450)	11,776,979	11,579,265	85.50%	98.32%
2016	14,370,920	(1,745,444)	12,625,476	12,332,702	85.82%	97.68%
2017	14,724,296	(1,855,262)	12,869,034	12,463,652	84.65%	96.85%
2018	15,250,498	(2,005,445)	13,245,053	(.....In Process of Collections.....)		

Source: The Hendricks County Auditor's Office and the DLGF Certified Budget Orders for the Town.

(1) Circuit Breaker Tax Credits allocable to the Town per the DLGF.

Indiana Code 6-1.1-20.6 (the "Statute") provides taxpayers with a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit ("Circuit Breaker Tax Credit").

Property taxes for residential homesteads are limited to 1.0% of the gross assessed value of the homestead; property taxes for agricultural, other residential property and long term care facilities are limited to 2.0% of their gross assessed value; and property taxes for all other real and personal property are limited to 3.0% of gross assessed value. Additional property tax limits have been made available to certain senior citizens. School corporations are authorized to impose a referendum tax levy to replace property tax revenue that the school corporation will not receive due to the Circuit Breaker Tax Credit. Other political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

The Statute categorizes property taxes levied to pay Debt Service Obligations as "protected taxes," regardless of whether the property taxes were approved at a referendum, and all other property taxes as "unprotected taxes." The total amount of revenue to be distributed to the fund for which the protected taxes were imposed shall be determined without applying the Circuit Breaker Tax Credit. The application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund. The political subdivision may allocate the reduction by using a combination of unprotected taxes of the political subdivision in those taxing districts in which the Circuit Breaker Tax Credit caused a reduction in protected taxes. The tax revenue and each fund of any other political subdivisions must not be affected by the reduction.

**LARGE TAXPAYERS (1)**

The following is a list of the ten largest property taxpayers located within the Town of Brownsburg, as provided by the Hendricks County Treasurer's office and the Department of Local Government Finance. This list excludes any assessed value captured by a tax increment allocation area (TIF).

<u>Name</u>	<u>Type of Business</u>	<u>2017/2018 Net Assessed Valuation</u>	<u>Percent of Total Net Assessed Valuation (2)</u>
HomeGoods Division/HG Brownsburg Realty	Retail warehouse	\$41,424,270	3.11%
Brownsburg Music LLC/ Guitar Center	Retail warehouse	31,305,800	2.35%
Heritage Hill LLC / Legacy Park LLC	Apartments	20,984,300	1.58%
Maplehurst Bakeries (3)(4)	Manufacture baked goods	20,489,490	1.54%
Ozark Automotive (3)	Distribution center	20,475,090	1.53%
WTP Northfield Drive LP	Real estate development	18,477,985	1.39%
OVB Indianapolis Industrial LLC (5)	Industrial warehouse	15,077,200	1.13%
Brownsburg Meadows LLC/ Residential Care X LLC	Nursing home	12,670,790	0.96%
American Homes 4 Rent	Property rental/management	12,016,250	0.90%
Lacabreah Apartments LLC (3)	Apartments	<u>11,569,873</u>	<u>0.87%</u>
Totals		<u><u>\$204,491,048</u></u>	<u><u>15.36%</u></u>

- (1) Does not include Walmart as a large taxpayer due to capture in a tax increment allocation area (TIF).
- (2) The total net assessed valuation of the Town is \$1,331,463,745 for taxes payable in 2018, according to the Hendricks County Auditor's office.
- (3) A portion is located in a tax increment allocation area ("TIF"), and the amount shown is net of TIF, i.e. base assessed value is included and increment captured as TIF is excluded.
- (4) Has an appeal outstanding for taxes payable in 2019.
- (5) Formerly Crossroads Indiana LLC.

Source: County Auditor's office and the DLGF. Individual parcel data is submitted by the County Auditor to the DLGF once a year for preparation of the county abstract.

Note: The following financial statements on pages A-18 - A-20 are excerpts from the Town's January 1, 2014 to December 31, 2015 examination report of the Indiana State Board of Accounts. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. A complete examination report will be furnished upon request. Current reports are available at <http://www.in.gov/sboa/resources/reports/audit/>.

**TOWN OF BROWNSBURG**

**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -  
REGULATORY BASIS**

For the Years Ended December 31, 2014 and 2015.

<u>Fund</u>	Cash and Investments <u>1/1/2014</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash and Investments <u>12/31/2014</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash and Investments <u>12/31/2015</u>
General Fund	\$3,528,186	\$8,680,289	\$7,837,953	\$4,370,522	\$8,768,629	\$8,568,715	\$4,570,436
Motor Vehicle Highway Fund	1,244,061	1,998,318	1,212,936	2,029,443	1,743,938	1,326,606	2,446,775
Local Road and Street	683,777	211,306	373,339	521,744	240,202	256,455	505,491
Park Nonreverting Operating	390,335	831,463	571,322	650,476	1,094,908	814,100	931,284
EDIT Fund	4,813,666	2,171,412	1,130,092	5,854,986	3,729,123	1,332,377	8,251,732
Building Demolition	52,902			52,902			52,902
Special Revenue Tax Fund - Wynne Farms	20,000	265,223	91,881	193,342	15,000	1,500	206,842
LECEF	64,772	38,975	5,654	98,093	30,183	12,689	115,587
Clerk's Records Perpetuation	31,148	3,850	1,368	33,630	5,118	2,618	36,130
Riverboat	449,836	126,773	381,898	194,711	127,119		321,830
Rainy Day	2,214,479	3,825	459,580	1,758,724	1,402	310,062	1,450,064
1% Food and Beverage Tax	1,587,265	605,941	789,283	1,403,923	701,999	997,797	1,108,125
Fire Territory	1,611,631	8,698,208	8,174,923	2,134,916	8,884,920	8,278,910	2,740,926
CCD	331,945	383,707	456,498	259,154	416,271	585,682	89,743
Cumulative Fire Capital Equipment	1,257,074	556,894	779,453	1,034,515	592,384	1,056,399	570,500
CCIF	149,447	56,494		205,941	53,704		259,645
Park Impact Fee Fund	640,012	199,954		839,966	169,060	53,137	955,889
Police Pension	501,148	270,854	273,622	498,380	275,950	275,385	498,945
2010 Economic Development Refunding O&R	21,345	4,095		25,440	5	1,000	24,445
RDA Economic Development Lease Rental Bonds of 2010	13,057	7,905		20,962	2,979		23,941
DARE Fund	10,912			10,912			10,912
2013A Wynne Farms Debt Service	187,590			187,590			187,590
2013A Wynne Farm Construction Fund	1,166,946		1,034,692	132,254		132,254	0
2011 Economic Development Sinking Fund	137,395	267,010	268,500	135,905	274,033	270,500	139,438
2014A Northfield Dr. E & W O&R	0	293,984		293,984	77	91	293,970
2014A Northfield Dr. E & W Construction	0	3,436,163	3,303,271	132,892	12,724	145,616	0
2014A Northfield Dr. E & W Bond	0	172,907	160,401	12,506	2	12,508	0
Subtotals	<u>\$21,108,929</u>	<u>\$29,285,550</u>	<u>\$27,306,666</u>	<u>\$23,087,813</u>	<u>\$27,139,730</u>	<u>\$24,434,401</u>	<u>\$25,793,142</u>

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TOWN OF BROWNSBURG

(Cont'd)

**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -  
REGULATORY BASIS**

For the Years Ended December 31, 2014 and 2015.

	Cash and Investments			Cash and Investments			Cash and Investments
	<u>1/1/2014</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>12/31/2014</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>12/31/2015</u>
Subtotals carried forward	\$21,108,929	\$29,285,550	\$27,306,666	\$23,087,813	\$27,139,730	\$24,434,401	\$25,793,142
2014A Northfield Dr. E& W - Bond & Interest	0	109,770	5	109,765	10	109,775	0
2013 Municipal Building Corp. Refunding Bonds (979)	630,000	590,542	1,220,542	0	1,771,580	1,181,077	590,503
2013 Municipal Building Corp. Refunding Bonds (980)	1,208	7,514	1,000	7,722	8,860	1,000	15,582
2013 Municipal Building Corp. Refunding Bonds (983)	70,545	15	44,566	25,994	18		26,012
2013 Municipal Building Corp. Refunding Bonds (981)	2,500			2,500			2,500
Wynne Farms Bond Fund	0	152,464	152,464	0	286,047	153,793	132,254
2010 Economic Development Fund	222,401	441,162	441,500	222,063	440,161	440,500	221,724
SRF Loan Debt Service Reserve	1,077,965			1,077,965			1,077,965
Levy Excess Fund	0	2,064		2,064			2,064
Mixed Use Development Downtown	0			0	2,047,909	93,476	1,954,433
2014A Northfield Drive Sinking Fund	0			0	255,356	109,783	145,573
2014A Northfield Drive E&W O&R	0			0	2		2
2015 Fire Building Corp. Sinking	0			0	198,344	98,000	100,344
2015 Fire Building Corp. O&R	0			0	2,240		2,240
2015 Fire Building Corp. Escrow	0			0	1,566,404	1,566,404	0
2015 Fire Building Corp Bond Issue	0			0	80,782	80,782	0
Fire Gift Fund	8,513	3,065	5,135	6,443	3,052	4,665	4,830
Fire Grant Fund	626	1,020	1,013	633	390	440	583
LECEF Agency Fund	24,180	57,340	57,753	23,767	58,651	53,615	28,803
Investigations	14,242	17,500	15,000	16,742	2,500		19,242
Brownsburg Town Court	77,622	459,226	414,678	122,170	422,507	383,568	161,109
Police Gift Fund	16,551	16,428	7,379	25,600	13,139	14,940	23,799
Fire Service Fee	13,072	5,290		18,362	6,173	4,954	19,581
Police Investigations Fund	26,709	16,016	31,023	11,702	135,468	105,055	42,115
Economic Redevelopment Fund	5,113,538	8,898,872	6,716,622	7,295,788	2,995,420	6,043,979	4,247,229
Building Debt Fund	144,673	1,862,722	1,726,777	280,618	1,708,187	1,496,638	492,167
RDA Construction 2007 Bonds	347,824	104		347,928	70		347,998
RDA Sinking Fund 2007 Bonds	274,319	541,279	542,000	273,598	545,189	543,000	275,787
RDA Debt Service 2007 Bonds	866,000	260	260	866,000	173	173	866,000
RDA Operating & Reserve 2007 Bonds	53,613	2,993		56,606	5,176		61,782
RDA Debt Service 2010 Bonds	461,816	139	147	461,808	1,251	1,309	461,750
State Revolving Loan - Bond & Interest	270,294	1,062,600	1,062,267	270,627	1,060,200	1,057,835	272,992
Subtotals	\$30,827,140	\$43,533,935	\$39,746,797	\$34,614,278	\$40,754,989	\$37,979,162	\$37,390,105

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TOWN OF BROWNSBURG

(Cont'd)

**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -  
REGULATORY BASIS**

For the Years Ended December 31, 2014 and 2015.

	Cash and Investments 1/1/2014	Receipts	Disbursements	Cash and Investments 12/31/2014	Receipts	Disbursements	Cash and Investments 12/31/2015
Subtotals carried forward	\$30,827,140	\$43,533,935	\$39,746,797	\$34,614,278	\$40,754,989	\$37,979,162	\$37,390,105
RDA 2010 Sinking Fund Refund Bonds	200,046	395,014	397,500	197,560	586,303	575,655	208,208
Parks & Recreation Fund	10,745		2,025	8,720			8,720
Payroll Clearing Fund	8,405	2,469,942	2,482,035	(3,688)	2,620,867	2,617,179	0
Health Insurance Risk Fund	244,543	3,181,491	2,397,385	1,028,649	2,714,698	2,613,773	1,129,574
Claims Fund	189,592	109,615	58,778	240,429	101,102	143,168	198,363
County Court Agency Fund	13,829	29,487	27,392	15,924	30,684	32,780	13,828
Fire Non-Budgeted	0	1,934	1,885	49	2,999	3,048	0
Non-Budgeted	40,996	213,954	119,941	135,009	184,885	206,359	113,535
Storm Water Utility - Operating	2,827,595	1,196,189	1,233,136	2,790,648	1,214,810	1,273,210	2,732,248
2011 Economic Development Debt Service	395,931	119	119	395,931			395,931
2011 Economic Development Construction	420,013	245		420,258	137		420,395
2011 EDC Bond O&R Checking	5,507	5,508		11,015	5,508		16,523
Wastewater Utility - Operating	3,310,571	4,473,416	4,112,594	3,671,393	4,321,857	4,096,363	3,896,887
WWTP Equipment Replacement Fund	961,604	51,431		1,013,035	1,222	542,539	471,718
2012B Water Plant SRF	0	37,507	37,507	0			0
SRF DW Debt Service Fund 2011	295,086	119,424	52,500	362,010	66,924		428,934
2011 SRF Brownsburg DW Bond & Interest Fund	216,567	633,600	339,716	510,451	348,600	343,156	515,895
Water Utility-Operating	3,051,960	3,683,591	3,946,228	2,789,323	3,630,327	4,018,127	2,401,523
Water Utility - Bond and Interest	43,457	139,200	138,890	43,767	139,200	140,695	42,272
Water Utility - Customer Deposit	739,524	74,762	59,072	755,214	74,041	78,616	750,639
2015 Lease Rental Sinking	0			0	41,393	41,393	0
2015 Lease Rental O&R	0			0	129		129
2015 Lease Rental Debt Service	0			0	518,114	129	517,985
2015 Lease Rental Construction	0			0	5,689,316	2,055,885	3,633,431
2015 Lease Rental Bond Issue	0			0	201,000	201,000	0
2015 Lease Rental B&I	0			0	365,420	41,393	324,027
2015 Ronald Reagan Sinking	0			0	25,878	25,878	0
2015 Ronald Reagan Debt Service	0			0	823,357		823,357
2015 Ronald Reagan Construction	0			0	6,295,317	5,217,323	1,077,994
2015 Ronald Reagan Bond Issue	0			0	192,762	192,762	0
2015 Ronald Reagan Bond & Interest	0			0	476,753	25,978	450,775
2014A LR (NField Dr E/W) Debt Service Reserve							
Totals	<u>\$43,803,111</u>	<u>\$60,350,364</u>	<u>\$55,153,500</u>	<u>\$48,999,975</u>	<u>\$71,428,592</u>	<u>\$62,465,571</u>	<u>\$57,962,996</u>

Note: The following financial statements on pages A-21 - A-22 are excerpts from the Town's January 1, 2016 to December 31, 2016 examination report of the Indiana State Board of Accounts. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. A complete examination report will be furnished upon request. Current reports are available at <http://www.in.gov/sboa/resources/reports/audit/>.

**TOWN OF BROWNSBURG**

**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -  
REGULATORY BASIS**

For the Year Ended December 31, 2016

<u>Fund</u>	Beginning Balance <u>1/1/2016</u>	<u>Receipts</u>	<u>Disbursements</u>	Ending Balance <u>12/31/2016</u>
General Fund	\$4,570,436	\$9,037,568	\$8,503,426	\$5,104,578
Motor Vehicle Highway Fund	2,446,775	1,707,987	1,622,222	2,532,540
Local Road and Street	505,491	261,528	728,831	38,188
Park Nonreverting Operating	931,284	1,120,015	1,532,747	518,552
EDIT Fund	8,251,732	2,422,920	3,302,607	7,372,045
Building Demolition	52,902			52,902
Special Revenue Tax Fund- Wynne Farms	206,842	165,899	184,343	188,398
LECEF	115,587	36,887	19,686	132,788
Clerk's Records Perpetuation	36,130	6,983	1,060	42,053
Riverboat	321,830	126,176	306,067	141,939
Rainy Day	1,450,064	1,051,148	1,512,143	989,069
1% Food And Beverage Tax	1,108,125	642,938	859,645	891,418
Fire Territory	2,740,926	9,653,996	9,288,078	3,106,844
CCD	89,743	443,791	256,270	277,264
Cumulative Fire Capital Equipment	570,500	638,667	421,637	787,530
CCIF	259,645	54,880	2,550	311,975
Park Impact Fee Fund	955,889	205,885	226,688	935,086
Police Pension	498,945	274,048	282,976	490,017
2010 Economic Development Refunding O & R	24,445	1,729		26,174
RDA Economic Dev. Lease Rental Bonds of 2010	23,941	7,061		31,002
DARE Fund	10,912			10,912
2013A Wynne Farms Debt Service	187,590	5		187,595
2013A Wynne Farm Construction Fund	0	1	1	0
2014A Northfield Dr. E&W O&R - Debt Service Reserve	293,970	272	272	293,970
2013 Municipal Bldg. Corp. Refunding Bonds - Sinking	590,502	1,204,537	1,205,951	589,088
2013 Municipal Bldg. Corp. Refunding Bonds - Operating and Reserve	15,582	30,371	1,041	44,912
2013 Municipal Bldg. Corp. Refunding Bonds - Construction	26,012	50	26,062	0
2013 Municipal Bldg. Corp. Refunding Bonds - Bond Expense	2,500		2,500	0
Wynne Farms Bond Fund	132,254	182,846	182,843	132,257
2010 Economic Development Fund 9579	221,724	221,466	442,733	457
Levy Excess Fund	2,064		2,064	0
Mixed Use Development Downtown	1,954,433	231,304	485,441	1,700,296
2014A Northfield Drive Sinking Fund	145,573	144,796	290,000	369
2014A Northfield Drive E&W Operating and Reserve	2	4,958		4,960
2015 Fire Bldg. Corp Sinking	100,344	121,782	219,771	2,355
2015 Fire Bldg. Corp O & R	2,240	46,153		48,393
Payroll Clearing Fund	0	2,558,591	2,558,591	0
2015 A Lease Rental - Sinking	0	215,963	215,963	0
2015 A Lease Rental - O & R	129	1,148		1,277
2015 A Lease Rental - Debt Service	517,985	1,147	1,147	517,985
2015 A Lease Rental - Construction	3,633,431	6,267	3,096,605	543,093
2015 A Lease Rental - B & I	324,027	474	215,963	108,538
2015 A Ronald Reagan - Sinking	0	300,516	300,516	0
2015 A Ronald Reagan - Debt Service	823,357	1,822	2,004	823,175
2015 A Ronald Reagan - Construction	1,077,994	3,026		1,081,020
2015 A Ronald Reagan - B & I	450,775	634	301,151	150,258
2016 Refunding Bonds- Escrow	0	8,458,542	5,163	8,453,379
Subtotals	<u>\$35,674,632</u>	<u>\$41,596,777</u>	<u>\$38,606,758</u>	<u>\$38,664,651</u>

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TOWN OF BROWNSBURG

(Cont'd)

**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -  
REGULATORY BASIS**

For The Year Ended December 31, 2016

	Beginning Balance <u>1/1/2016</u>	Receipts	Disbursements	Ending Balance <u>12/31/2016</u>
Subtotals carried forward	\$35,674,632	\$41,596,777	\$38,606,758	\$38,664,651
2015A LR (Reagan) Operation & Reserve	0	2,006	2	2,004
2011A Lease Bonds (SR267) Construction	420,395	388		420,783
2011A LR Bonds (SR267) - Sinking	139,438	135,893	272,500	2,831
2011A LR (SR267) Debt Service Res Unrest	395,931	367	367	395,931
2011A LR Bonds (SR267) Operating & Reserve	16,523	5,749		22,272
2016 EDC. Bonds (HRH Project) - Construction	0	85,000	85,000	0
2016 GO Bond - Bond Fund	0	24,185		24,185
2016 GO Bonds - Construction	0	2,024,185	33,635	1,990,550
2015 GO Bonds - Bond Fund	0	47,909		47,909
2013 Mun Bldg. Corp Debt - Bond Fund	0	1,132,092	589,000	543,092
2013 Fire Ref Bonds - Sinking	87,500	126,225	213,725	0
2013 Fire Ref Bonds - Op/Res	11,175	45,714		56,889
B.A.S.E.	0	202,389		202,389
Police Non-Budgeted	0	1,000		1,000
LOIT Special Distribution	0	3,143,319		3,143,319
NHRA Grant Pass Through	0	1,000,000	1,000,000	0
Fire Gift Fund	4,830	6,671	7,525	3,976
Fire Grant Fund	583	1,360	407	1,536
LECEF Agency Fund	28,803	55,565	13,850	70,518
Investigations	19,242	2,500		21,742
Brownsburg Town Court	161,109	419,913	451,325	129,697
Police Gift Fund	23,799	14,626	18,402	20,023
Fire Service Fee	19,581	2	337	19,246
Police Investigations Fund	42,115	198,152	152,971	87,296
Economic Redevelopment Fund	4,247,229	3,578,163	5,569,303	2,256,089
Building Debt Fund	492,167	2,633,134	2,744,343	380,958
RDA Construction Fund 2007 Bonds	347,998	15,501	363,302	197
RDA Sinking Fund 2007 Bonds	275,787	272,898	548,685	0
RDA Debt Service 2007 Bonds	866,000	784,979	866,779	784,200
RDA Operating & Reserve 2007 Bonds	61,782	137,100	185,399	13,483
RDA Debt Service 2010 Bonds	461,750	427	427	461,750
RDA 2010 Sinking Fund Refund Bonds	208,208	191,314	397,694	1,828
Parks & Recreation Fund	8,720		7,249	1,471
Health Insurance Risk Fund	1,129,574	2,985,634	3,313,667	801,541
Claims Fund	198,363	95,845	65,534	228,674
County Court Agency Fund	13,828	23,807	21,783	15,852
Fire Non-Budgeted	0	8,330	6,735	1,595
Non-Budgeted	113,535	188,843	112,600	189,778
Storm Water Utility - Operating	2,732,248	1,281,528	3,008,089	1,005,687
09A/11A/16 Sewage Works Bonds - Debt Service Reserve	1,077,965	1,852		1,079,817
09A/11A/16 Sewage Works Bonds - Bond	272,992	1,052,513	1,197,122	128,383
2016 Sewage Works Bonds (SRF) Construction	0	3,559,575	82,000	3,477,575
SRF Loan 2016 Issuance	0	261,600	261,600	0
Wastewater Utility- Operating	3,896,887	4,688,563	7,984,760	600,690
Wwtp Equipment Replacement Fund	471,718	7,796	471,844	7,670
976 SRF Dw DSR Fund 2011	428,934	58,744		487,678
2011 SRF Brownsburg DW Bond & Int. Fund	515,895	377,129	368,346	524,678
Water Utility - Operating	2,401,523	3,875,936	3,778,202	2,499,257
Water Utility - Bond and Interest	42,272	139,200	142,320	39,152
Water Utility - Customer Deposit	750,640	80,389	113,339	717,690
Totals	<u>\$58,061,671</u>	<u>\$76,572,787</u>	<u>\$73,056,926</u>	<u>\$61,577,532</u>



NOTE: The following financial statements on pages A-23 - A-24 are excerpts from the Town's January 1, 2017 to December 31, 2017 examination report of the Indiana State Board of Accounts. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. A complete examination report will be furnished upon request. Current reports are available at <http://www.in.gov/sboa/resources/reports/audit/>.

**TOWN OF BROWNSBURG**

**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -  
REGULATORY BASIS**

For The Year Ended December 31, 2017

<u>Fund</u>	<u>Beginning Balance 1/1/2017</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Ending Balance 12/31/2017</u>
General Fund	\$5,104,576	\$9,873,481	\$9,061,122	\$5,916,935
Motor Vehicle Highway Fund	2,532,541	1,914,389	1,541,218	2,905,712
Local Road And Street	38,188	309,697	246,096	101,789
Park Nonreverting Operating	518,553	440,449	605,840	353,162
EDIT Fund	7,372,046	2,525,693	6,861,607	3,036,132
Building Demolition	52,902			52,902
Spcl. Rev Tax Fund - Wynne Farms	188,398	166,478	114,734	240,142
LECEF	132,787	30,419	24,113	139,093
Clerk's Records Perpetuation	42,052	7,937	1,684	48,305
Riverboat	141,939	126,964	126,489	142,414
Rainy Day	989,069	4,508	402,575	591,002
1% Food And Beverage Tax	891,418	652,496	790,829	753,085
Fire Territory	3,106,844	9,994,176	8,969,737	4,131,283
CCD	277,266	458,514	383,530	352,250
Cumulative Fire Capital Equipment	787,531	683,168	342,730	1,127,969
CCIF	311,974	53,134	74,601	290,507
Park Impact Fee Fund	935,086	241,059	326,483	849,662
Police Pension	490,017	276,311	322,065	444,263
Dare Fund	10,912			10,912
2013A Bonds (Wynne Farms) Debt Service Reserve	187,595	680	304	187,971
2013A Bonds (Wynne Farms) Operation & Reserve		304		304
2013A Bonds (Wynne Farms) Bond Fund	132,258	182,263	181,743	132,778
Mixed Use Development Downtown	1,700,295	7,765	991,533	716,527
Payroll Clearing Fund		2,624,306	2,620,938	3,368
2017 GO Bond - Bond Fund		15,002		15,002
2016 GO Bond - Bond Fund	24,185	267,668	240,908	50,945
2016 GO Bonds - Construction	1,990,550	6,453	1,858,397	138,606
2015 GO Bonds - Bond Fund	47,909	253,976	227,050	74,835
2013 Mun Bldg Corp Debt - Bond Fund	543,092	1,122,397	1,175,000	490,489
B.A.S.E.	202,389	824,084	532,765	493,708
Police Non-budgeted	1,000	11,503	1,453	11,050
LOIT Special Distribution	3,143,319	17,045	557,500	2,602,864
Local Road and Bridge Matching Grant Fund		1,118,246		1,118,246
2017 GO Bonds - Construction		1,735,002	106,492	1,628,510
2016 Econ Dev Rev Bonds HRH		162,067	162,060	7
Fire Gift Fund	3,976	13,036	13,510	3,502
Fire Grant Fund	1,536	1,250	878	1,908
LECEF Agency Fund	70,518	59,622	20,943	109,197
Investgations	21,742	2,500		24,242
Brownsburg Town Court	142,631	377,576	466,528	53,679
Police Gift Fund	20,024	22,467	21,206	21,285
Fire Service Fee	19,246	8	2,309	16,945
Police Investigations Fund	87,296	35,953	31,452	91,797
Economic Redevelopment Fund	2,256,089	3,548,612	4,685,622	1,119,079
2013/2015 Fire Bldg Debt-Bond	380,958	198,310	205,017	374,251
Subtotals	<u>\$34,900,707</u>	<u>\$40,366,968</u>	<u>\$44,299,061</u>	<u>\$30,968,614</u>

(Continued on next page)

TOWN OF BROWNSBURG

(Cont'd)

**STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -  
REGULATORY BASIS**

For The Year Ended December 31, 2017

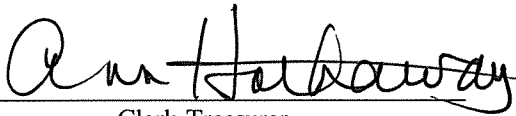
<u>Fund</u>	Beginning Balance <u>1/1/2017</u>	<u>Receipts</u>	<u>Disbursements</u>	Ending Balance <u>12/31/2017</u>
Subtotals carried forward	\$34,900,707	\$40,366,968	\$44,299,061	\$30,968,614
Parks & Recreation Fund	1,471			1,471
Health Insurance Risk Fund	801,541	2,959,127	3,188,789	571,879
Claims Fund	228,674	121,959	94,734	255,899
County Court Agency Fund	15,852	25,727	25,727	15,852
Fire Non-Budgeted	1,596	17,587	17,069	2,114
Non-Budgeted	189,778	137,239	138,996	188,021
Storm Water Utility-Operating	1,005,688	1,208,429	1,516,988	697,129
09A/11A/16 Sewage Works Bds-Debt Serv Reserve	1,079,817	91,092		1,170,909
09A/11A/16 Sewage Works Bonds-Bond	128,383	1,019,952	648,466	499,869
2016 Sewage Works Bonds (SRF) Construction	3,477,575	54,248	26,480	3,505,343
SRF Loan 2016 Issuance		8,843,972	8,843,972	0
Loan Retainage Sanitary Improv		166,542		166,542
SRF Loan Retainage Acct WWTP		853,971		853,971
Wastewater Utility-Operating	600,689	5,156,364	3,924,995	1,832,058
WWTP Equipment Replacement Fund	7,669			7,669
2011A/2012B Waterworks Bonds (SRF) - Reserve	487,678	5,439		493,117
2011A/2012B Waterworks Bonds (SRF) - Bond	524,679	377,529	332,606	569,602
Water Utility-Operating	2,499,257	3,885,984	4,021,418	2,363,823
2003 Waterworks Bonds-Bond	39,152	143,000	72,603	109,549
Water Utility-Customer Deposit	717,689	77,752	71,500	723,941
Totals	<u>\$46,707,895</u>	<u>\$65,512,881</u>	<u>\$67,223,404</u>	<u>\$44,997,372</u>

The Town certifies to the best of its knowledge and belief that this Official Statement, as of its date and as it relates to the Town and its economic and financial condition, (i) is complete and accurate; (ii) does not contain any untrue statement of a material fact; and (iii) does not omit any material facts or information which would make the statements contained herein misleading.

This Official Statement and its execution are duly authorized.

TOWN OF BROWNSBURG, INDIANA

By:   
Town Council, President

Attest:   
Clerk-Treasurer

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## APPENDIX B



**AN ORDINANCE OF THE TOWN OF BROWNSBURG, INDIANA,  
AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS  
FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN  
PROJECTS OF THE TOWN AND INCIDENTAL EXPENSES IN  
CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE  
OF THE BONDS**

**WHEREAS**, the Town Council (the “Town Council”) of the Town of Brownsburg, Indiana (the “Town”) has considered undertaking the planning and construction of certain projects of the Town as more fully described on Exhibit A attached hereto (collectively, the “Project”);

**WHEREAS**, it would be of public utility and benefit and in the best interests of the Town and its citizens to pay the costs of all or a portion of the Project through the issuance of general obligation bonds of the Town;

**WHEREAS**, the Town Council has been advised that the total cost of the Project authorized herein will not exceed the lesser of: (i) \$5,000,000; or (ii) the greater of (a) one percent (1%) of the total grossed assessed value of property within the Town on the last assessment date, or (b) \$1,000,000 and, therefore, the bonds will not be issued to fund a controlled project, as defined in IC 6-1.1-20-1.1;

**WHEREAS**, the net assessed valuation of taxable property in the Town, as shown in the last final and complete assessment which was made in the year 2018 for state and county taxes collectible in the year 2019 is \$1,446,243,427, and other than the Town’s General Obligation Bonds, Series 2015 and the Town’s General Obligation Bonds, Series 2016 and the Town’s General Obligation Bonds, Series 2017 there is no outstanding indebtedness of the Town (excluding the bonds authorized herein); such assessment and outstanding indebtedness amounts shall be verified at the time of the payment for and delivery of the bonds;

**WHEREAS**, the Town Council deems it advisable to issue, pursuant to IC 36-5-2-11, IC 6-1.1-20-1, *et. seq.*, and other applicable provisions of the Indiana Code (collectively, the “Act”), the “Town of Brownsburg, Indiana General Obligation Bonds, Series 2018” (the “Bonds”) in an original principal amount not to exceed Three Million Dollars (\$3,000,000) for the purpose of providing for the payment or reimbursement of (i) all or a portion of the costs of the Project, (ii) preliminary expenses related thereto and all incidental expenses incurred in connection therewith, (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the Bonds;

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

**WHEREAS**, the amount of proceeds of the Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Town Council;

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

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

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

**SECTION 1. Authorization for Bonds.** In order to provide financing for the Project and incidental expenses incurred in connection therewith and on account of the issuance of the Bonds, the Town shall borrow money and issue the Bonds as herein authorized. The Town reasonably expects to reimburse any previously incurred expenditures for the Project with proceeds of the Bonds and this constitutes a declaration of official intent pursuant to Treasury Regulation 1.150-2(e) and IC 5-1-14-6(c).

**SECTION 2. General Terms of Bonds.** In order to procure funds for the Project, the Clerk-Treasurer, as the fiscal officer of the Town, is hereby authorized and directed to have prepared and to issue and sell general obligation bonds of the Town in an amount not to exceed Three Million Dollars (\$3,000,000) (the "Authorized Amount"), to be designated "Town of Brownsburg, Indiana General Obligation Bonds, Series 2018" for the purpose of providing financing for the Project and incidental expenses, such expenses to include without limitation all expenses of every kind incurred preliminary to the funding of the Project and the costs of selling and issuing the Bonds.

The Bonds shall be signed in the name of the Town by the manual or facsimile signature of the President of the Town Council (the "President") and attested by the manual or facsimile signature of the Clerk-Treasurer of the Town (the "Clerk-Treasurer"), who shall affix the seal of the Town, if any, to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The Bonds shall also be authenticated by the manual signature of the Registrar (as hereafter defined). Subject to the provisions of this Ordinance regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the laws of the State of Indiana.



The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the Town, payable from *ad valorem* property taxes on all taxable property within the Town.

The Bonds shall be issued in fully registered form in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, shall be numbered consecutively from R-1 upward, and shall be originally dated the date of issuance of the Bonds. The Bonds shall bear interest payable semi-annually on January 1 and July 1 of each year, beginning on July 1, 2019, at a rate or rates not exceeding five percent (5.00%) per annum (the exact rate or rates to be determined by bidding pursuant to Section 6 of this Ordinance). Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The Bonds shall mature serially on January 1 and July 1 as finally determined by the Clerk-Treasurer as evidenced by delivery of the executed initial Bonds to the Registrar for authentication, provided that the original aggregate principal amount does not exceed the Authorized Amount, that the first maturity shall be no earlier than July 1, 2019, and that the final maturity shall be no later than January 1, 2039. However, term bonds may be issued in accordance with Section 3 below.

All payments of interest on the Bonds shall be paid by wire transfer, or by check mailed one (1) business day prior to the interest payment date to the registered owners thereof as of the fifteenth (15<sup>th</sup>) day of the month immediately preceding the month in which interest is payable at the addresses as they appear on the registration books kept by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent (as hereafter defined) in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the record date for any payment. All principal payments on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any coin or currency of the United States of America which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date.

Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the fifteenth (15<sup>th</sup>) day of the month immediately preceding the interest payment date in which interest is payable and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

Each Bond shall be transferable or exchangeable only upon the Registration Record by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or

exchange shall be borne by the Town, except for any tax or governmental charge required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Town, the Registrar and the Paying Agent may treat and consider the persons in whose names such Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the Town may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Town and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Town and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Town and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Town, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds issued hereunder.

**SECTION 3. Terms of Redemption.** The President and the Clerk-Treasurer, upon consultation with the Town's municipal advisor, may designate maturities of Bonds (or portion thereof in integral multiples of \$5,000) that shall be subject to mandatory sinking fund redemption on the corresponding redemption dates, and at the amounts and prices so approved (including premium, if any). Except as otherwise set forth in this Ordinance, the President and the Clerk-Treasurer, upon consultation with the Town's municipal advisor, are hereby authorized and directed to determine the terms governing any such redemption, as evidenced by the delivery of the Bonds.

The Bonds are redeemable at the option of the Town, but no sooner than five (5) years after their date of issuance, and thereafter on any date, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the Town, and by lot within a maturity, at face value plus accrued interest to the date fixed for redemption. The exact redemption dates shall be established by the Town, with advice of the Town's municipal advisor, prior to the sale of the Bonds.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any Bond. The notice shall specify the date and place of redemption, and the redemption price and the CUSIP numbers of the Bonds called for redemption. The place of redemption may be determined by the

Clerk-Treasurer. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this Ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

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

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one (1) or more new registered bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

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

**SECTION 4. Appointment of Registrar and Paying Agent.** The Clerk-Treasurer is hereby authorized to serve as, or to appoint a qualified financial institution to serve as, registrar and paying agent for the Bonds (the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds, and shall keep and maintain at its principal office or corporate trust office books for the registration and transfer of the Bonds. The Clerk-Treasurer may and is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Clerk-Treasurer is authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Clerk-Treasurer and to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Clerk-

Treasurer. Such notice to the Clerk-Treasurer may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Clerk-Treasurer, if they so desire, in which event the Clerk-Treasurer may appoint a successor Registrar and Paying Agent. The Clerk-Treasurer shall notify each registered owner of the Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the bond register. Any predecessor Registrar and Paying Agent shall deliver all the Bonds, cash and investments in its possession and the bond register to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

**SECTION 5. Form of Bonds.** (a) The form and tenor of the Bonds shall be substantially as set forth in Exhibit B with all blanks to be filled in properly and all necessary revisions, additions and deletions to be made prior to delivery thereof.

(b) The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Town from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this section apply in such event.

One (1) definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Town and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

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

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

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

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

**SECTION 6. Sale of Bonds.** The Bonds shall be sold in a competitive sale. The Clerk-Treasurer shall cause to be published a notice of sale once each week for two consecutive weeks per IC 5-3-1-2. The date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications. Said bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, that specifications and information concerning the Bonds are on file in the office of the Clerk-Treasurer and are available on request, the terms and conditions upon which bids will be received and the sale made and such other information as is required by law or as the Clerk-Treasurer shall deem necessary, including any terms and conditions of sale which provide an exclusion or exemption from the applicability of all or a portion of the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission as amended (the "SEC Rule"), in which

case the Clerk-Treasurer may set the minimum authorized denomination of the Bonds at One Hundred Thousand Dollars (\$100,000) as contemplated by the SEC Rule.

As an alternative to the publication of a notice of sale, the Clerk-Treasurer may sell the Bonds through the publication of a notice of intent to sell the Bonds and compliance with related procedures pursuant to IC 5-1-11-2(b). Electronic proposals will be received via PARITY® in the manner described in the Notice of Intent to Sell Bonds.

All bids for the Bonds shall be sealed and shall be presented to the Clerk-Treasurer (or the municipal advisor on behalf of the Clerk-Treasurer) in accordance with the terms set forth in the bond sale notice or notice of intent to sell bonds. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date, with an interest rate or rates not exceeding five percent (5.00%) per annum, and such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20) or one-hundredth (1/100) of one percent (1%). The Clerk-Treasurer shall award the Bonds to the bidder who offers the lowest net interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine and twenty-five hundredths percent (99.25%) of the par value of the Bonds shall be considered. The winning bidder shall provide a certified or cashier's checks payable to the order of the Town of Brownsburg, Indiana, in an amount of one percent (1%) of the aggregate principal amount of the Bonds by 3:30 p.m. (ET) on the business day following the award. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Clerk-Treasurer shall have full right to reject any and all bids.

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

The Clerk-Treasurer is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Frost Brown Todd LLC, and to furnish such opinion to the purchasers of the Bonds. The cost of such opinion shall be paid out of the proceeds of the Bonds. The President and/or Clerk-Treasurer are hereby authorized to deem final an official statement or other sale materials with respect to the Bonds, as of its date, in accordance with the provisions of the SEC Rule, subject to completion as permitted by the SEC Rule, and the Town Council further authorizes the distribution of the deemed final official statement or other document, and the execution, delivery and distribution of such document as further modified and amended with the approval of the President and/or Clerk-Treasurer in the form of a final official statement or other document.

In order to assist any underwriter of the Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available disclosure about the Town and the Bonds to participants in the municipal securities market, the Town hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC

Rule or otherwise exempted from paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure undertaking agreement. "Continuing Disclosure Undertaking Agreement" shall mean that certain continuing disclosure undertaking agreement executed by the Town and dated the date of issuance of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the President and the Clerk-Treasurer of the Continuing Disclosure Undertaking Agreement and the performance by the Town of its obligations thereunder by or through any employee or agent of the Town are hereby approved, and the Town shall comply with and carry out the terms thereof.

**SECTION 7. Use of Bond Proceeds.** The Clerk-Treasurer is hereby authorized to create a new fund designated the Town of Brownsburg, Indiana 2018 Project Fund (the "Project Fund") into which taxes and any other funds to be used to pay expenses incurred in connection with the Project together with the expenses incidental thereto on account of the issuance of the Bonds shall be deposited. The proceeds received from the sale of the Bonds shall be deposited in the Project Fund. The proceeds deposited in the Project Fund shall be expended only for the purpose of paying expenses incurred in connection with the Project together with the expenses incidental thereto and on account of the issuance of the Bonds. Any balance remaining in the Project Fund after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the issuance of the Bonds may be used to pay debt service on the Bonds or otherwise used as permitted by law. The Clerk-Treasurer is hereby authorized to create a new fund designated the 2018 Bond Fund (the "2018 Bond Fund") into which taxes and any other funds to be used to pay debt service on the Bonds shall be deposited prior to the payment of principal, interest and premium, if any, on the Bonds. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall be credited to the proper fund as provided by law.

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

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

- (a) The Town will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross

income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds (the "Code"), including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Bond proceeds or other monies treated as Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(b) No person or entity, other than the Town or another state or local governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the Town or another state or local governmental unit will own property financed Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(c) No Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the Bond proceeds.

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

(e) The Town will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds.

(f) The Bonds will be bank qualified.

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

**SECTION 10. Amendments.** Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Town of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or



provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

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

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

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

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

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

Whenever at any time within one (1) year after the date of the mailing of such notice, the Town shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Town may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

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

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

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

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

(b) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(c) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; or

(d) To obtain or maintain bond insurance with respect to the Bonds; or

(e) To provide for the refunding or advance refunding of the Bonds; or

(f) To make any other change which, in the determination of the Town Council in its sole discretion, is not to the prejudice of the owners of the Bonds.

**SECTION 11. Other Action.** The appropriate officers are hereby authorized to take all actions to obtain a rating, bond insurance or any other form of credit enhancement for the Bonds if economically feasible and desirable and with the favorable recommendation of the municipal advisors to the Town. In addition, the appropriate officers of the Town are hereby authorized and directed to take any other action deemed necessary or advisable in order to effectuate the acquisition, construction and equipping of the Project, the issuance of the Bonds, or any other purposes of this Ordinance.

**SECTION 12. No Conflict.** All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed. After the issuance of the Bonds and so long as any of the Bonds or interest thereon remains unpaid, except as expressly provided herein, this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the Bonds, nor shall the Town adopt any law, ordinance or resolution which in any way adversely affects the rights of such holders.

**SECTION 13. Severability; Interpretation.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 14. Holidays, Etc. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the Town or the city in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 15. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

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

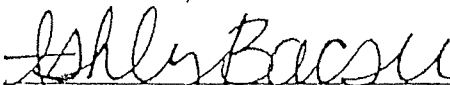
SAID ORDINANCE is hereby passed and adopted by the Town Council of the Town of Brownsburg, Indiana, this 15<sup>th</sup> day of November, 2018.

TOWN COUNCIL OF THE TOWN OF  
BROWNSBURG, INDIANA

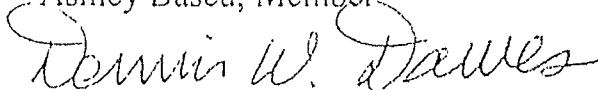


Sean Benham, President

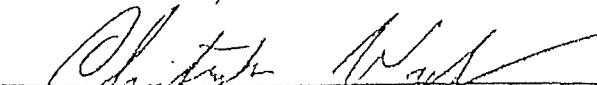
\_\_\_\_\_  
Brian Jessen, Vice-President



Ashley Baseu, Member

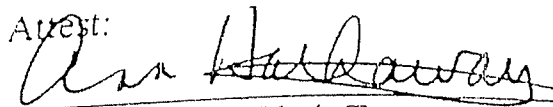


Dennis Dawes, Member



Christopher Worley, Member

Attest:



Ann Hathaway, Clerk-Treasurer

**Exhibit A**

**PROJECT DESCRIPTION**

The Project shall consist of the construction and improvements of various streets, roadways and intersections of the Town of Brownsburg, including but not limited to road improvements, resurfacing and drainage improvements.

**Exhibit B**

**FORM OF BOND**

NO. R-\_\_

**UNITED STATES OF AMERICA**

**STATE OF INDIANA**

**COUNTY OF HENDRICKS**

**TOWN OF BROWNSBURG, INDIANA  
GENERAL OBLIGATION BOND, SERIES 2018**

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Date</u>	<u>Authentication</u> <u>Date</u>	[CUSIP]
--------------------------------	--------------------------------	--------------------------------	--------------------------------------	---------

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

The Town of Brownsburg, Hendricks County, Indiana (the "Town") for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above, and to pay interest thereon until the Principal Sum shall be fully paid, at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month immediately preceding the month in which interest is payable and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before June 15, 2019 in which case it shall bear interest from the Original Date, which interest is payable semi-annually on each January 1 and July 1 of each year, beginning on July 1, 2019. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of this bond is payable at \_\_\_\_\_ (the "Registrar" or "Paying Agent"), in Indianapolis, Indiana. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the registered owner hereof as of the fifteenth day of the month immediately preceding the month in which interest is payable at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each registered owner of \$1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the record date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any coin or currency of the United States of America which on the dates of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date.

This bond is one of an authorized issue of general obligation bonds of the Town, of like original date, tenor and effect, except as to denomination, numbering, interest rates, and dates of maturity, in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), numbered consecutively from R-1 upward, issued for the purpose of providing funds to pay for certain construction and infrastructure projects of the Town, and the costs of the issuance of bonds therefor, as authorized by Ordinance No. \_\_\_\_\_ adopted by the Town Council of the Town entitled "ORDINANCE OF THE TOWN OF BROWNSBURG, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN PROJECTS OF THE TOWN AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS" (the "Ordinance"), and in accordance with IC 36-5-2-11 and other applicable provisions of the Indiana Code, as amended (collectively, the "Act"). The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the Act.

PURSUANT TO THE PROVISIONS OF THE ACT AND THE ORDINANCE, THE PRINCIPAL OF THIS BOND AND ALL OTHER BONDS OF SAID ISSUE AND THE INTEREST DUE THEREON ARE PAYABLE AS A GENERAL OBLIGATION OF THE TOWN, FROM AN *AD VALOREM* PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY WITHIN THE TOWN.

The full faith and credit of the Town is hereby irrevocably pledged to the punctual payment of the principal of and the interest on this bond according to its terms. The Town covenants that it will cause a property tax for the payment of the principal of and interest on this bond to be levied, collected, appropriated and applied for that purpose as set forth in Indiana law. The bonds are subject to IC 6-1.1-20.6 regarding certain tax credits and the State of Indiana intercept of funds to pay debt service on the bonds.

[This bond is subject to optional redemption beginning \_\_\_\_\_.]  
[This bond is subject to mandatory sinking fund payments as set forth below.]

If this bond shall not be presented for payment on the date fixed therefor, the Town may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Town shall have no further obligation or liability in respect thereto. This bond is transferable or exchangeable only upon the books of the Town kept for that purpose at the office of the Registrar by the Registered Owner in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Town, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

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

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

IN WITNESS WHEREOF, the Town of Brownsburg, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signatures of its duly elected, qualified and acting President of the Town Council, its corporate seal, if any, to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by the Clerk-Treasurer of the Town.

TOWN OF BROWNSBURG, INDIANA

By: \_\_\_\_\_  
Sean Benham, President

(SEAL)

ATTEST:

\_\_\_\_\_  
Ann Hathaway, Clerk-Treasurer

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

\_\_\_\_\_, as Registrar

By: \_\_\_\_\_  
Authorized Representative

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

TEN. COM. as tenants in common  
TEN. ENT. as tenants by the entireties  
JT. TEN. as joint tenants with right of survivorship and  
not as tenants in common  
UNIF. TRANS.

MIN. ACT \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cost.) (Minor)  
under Uniform Transfers to Minors Act of  
\_\_\_\_\_  
(State)

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



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

Signature Guaranteed:

---

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

---

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

(End of Form of Bond)

0132372.0711507 4816-0200-9462v3

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## APPENDIX C



## FORM OF BOND COUNSEL OPINION

\_\_\_\_\_, 2018

Town of Brownsburg, Indiana  
61 N. Green Street  
Brownsburg, IN 46112

Re: \$\_\_\_\_\_ Town of Brownsburg, Indiana General Obligation Bonds, Series 2018

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Town of Brownsburg, Indiana (the “Town”) of bonds in the combined principal amount of \$\_\_\_\_\_ known as the Town of Brownsburg, Indiana General Obligation Bonds, Series 2018 (the “Bonds”), dated the date hereof. We have examined the law and the certified transcript of proceedings of the Town, relative to the authorization, issuance and sale of the Bonds, including Ordinance No. 2018-25 adopted by the Town Council of the Town on November 15, 2018 (the “Ordinance”), and such other documents as we deem necessary to render this opinion. We have relied upon the certified transcript of proceedings and certificates of public officials of the Town, including the Town’s executed Arbitrage and Tax Representation Certificate (the “Tax Representations”), and the opinion of the Town attorney, and we have not undertaken to verify any facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Bonds constitute valid and binding general obligations of the Town payable from an ad valorem tax levied and collected on all taxable property of the Town; however, the Town’s collection of the levy may be limited by operation of I.C. 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property. The Town is required by law to fully fund the payment of principal of and interest on the Bonds in an amount sufficient to pay the debt service regardless of any reduction in property tax collections due to the application of such tax credits.

2. Under federal statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is excludable from gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. This opinion is conditioned on continuing compliance by the Town with the Tax Representations. Failure to comply with the Tax Representations could cause interest on the Bonds to lose the

exclusion from gross income for federal income taxation retroactive to the date of issuance of the Bonds.

3. Under statutes, decisions, regulations and rulings existing on this date, interest on the Bonds is exempt from income taxation in the State of Indiana (the "State") for all purposes, except the financial institutions tax and the inheritance tax. This opinion relates only to the exemption of interest on the Bonds from State income taxes.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds, and we express no opinion thereon.

We are not expressing an opinion on the investment quality of the Bonds, and we have not investigated or examined the facts, figures or financial statements or other representations made to the purchaser of the Bonds respecting the Town by its representatives. Furthermore, we are not expressing an opinion as to whether the facts, figures, financial statements or other representations made to the purchaser of the Bonds respecting the Town by its representatives contained any untrue statements of material fact or omitted to state any material facts necessary to make the statements made not misleading.

It is to be understood that the rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity. It is to be understood that the rights of the owners of the Bonds and the enforceability thereof may be subject to the valid exercise of the constitutional powers of the Town, the State and the United States of America.

We point out that our opinions are an expression of our professional judgment on the matters discussed therein and are not a guarantee of a result.

Very truly yours,

## APPENDIX D





**FORM OF**  
**CONTINUING DISCLOSURE UNDERTAKING AGREEMENT**

**TOWN OF BROWNSBURG, INDIANA \$3,000,000\***  
**GENERAL OBLIGATION BONDS, SERIES 2018**

This **CONTINUING DISCLOSURE UNDERTAKING AGREEMENT** (the “Agreement”) is executed and delivered by the TOWN OF BROWNSBURG, INDIANA (the “Town”), in connection with the issuance by the Town of its General Obligation Bonds, Series 2018 in the aggregate principal amount of \$3,000,000\* (the “Bonds”). The Bonds are being issued pursuant to Indiana Code § 36-5-2-11, Indiana Code § 6-1.1-20-1 *et. seq.*, and other applicable provisions of the Indiana Code, and Ordinance No. 2018-25, adopted by the Town Council of the Town on November 15, 2018 (the “Ordinance”). Pursuant to the Ordinance, the Bonds will be general obligations of the Town payable from ad valorem property taxes on all taxable property within the Town on parity with other obligations of the Town payable therefrom. The Town covenants and agrees as follows:

**WHEREAS**, the Town has issued the Bonds pursuant to the Ordinance; and

**WHEREAS**, the Town is an Obligated Person (as defined in the Securities and Exchange Commission (“SEC”) Rule 15c2-12 (the “SEC Rule”):

**NOW, THEREFORE**, it is agreed by the parties hereto as follows:

**Section 1. Definitions.** The words and terms defined in this Agreement shall have the meanings herein specified. Those words and terms not expressly defined herein shall have the meanings assigned to them in the SEC Rule.

- (1) “Bondholder” or “holder” or any similar term, when used with reference to a Bond or Bonds, means any person who shall be the registered owner of any outstanding Bond, including the holders of beneficial interests in the Bonds.
- (2) “Final Official Statement” means the Official Statement dated December \_\_, 2018, relating to the Bonds, including any document included by specific reference to such document previously provided to the MSRB.
- (3) “MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.
- (4) “Obligated Person” means any person, including an issuer of municipal securities,

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\* Preliminary, subject to change.

who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), for which Annual Information (as defined in Section 4 hereof) is presented in the Official Statement. All Obligated Persons with respect to the Bonds are identified in Section 3 below.

**Section 2. Term.** The term of this Agreement is from the date hereof to the earlier of (i) the date of the last payment of principal of and interest on the Bonds, or (ii) the date the Bonds are defeased, or (iii) the date of rescission as described in Section 11 hereof.

**Section 3. Obligated Persons.** The Town hereby represents and warrants as of the date hereof that it is the only Obligated Person with respect to the Bonds. If the Town, at its sole discretion, determines that it is no longer an Obligated Person, this Agreement shall no longer apply to the Town.

**Section 4. Provision of Financial Information.**

- a) The Town hereby undertakes to provide the following financial information:
- (1) To the MSRB, when and if available, the audited financial statements of the Town as prepared and examined by the State Board of Accounts for each twelve (12)-month period ending December 31, together with the opinion of such accountants and all notes thereto, within sixty (60) days of receipt from the State Board of Accounts. For audited or examined financial statements which have been released by the Indiana State Board of Accounts, please refer to <http://www.in.gov/sboa/resources/reports/audit/>; and
  - (2) To the MSRB, within one hundred eighty (180) days of each December 31, unaudited annual financial information for the Town for such fiscal year including (i) unaudited financial statements of the Town if audited financial statements are not then available; and (ii) operating data of the type included under the following headings in Appendix A to the Final Official Statement (collectively, the “Annual Information”). For unaudited financial statements please refer to the Indiana Gateway for Government Units at <https://gateway.ifionline.org/>:

APPENDIX A

GENERAL ECONOMIC AND FINANCIAL INFORMATION

- Schedule of Historical Net Assessed Valuation
- Detail of Net Assessed Valuation
- Comparative Schedule of Certified Tax Rates
- Property Taxes Levied and Collected
- Large Taxpayers
- Statement of Receipts and Disbursements

(b) To the extent the Annual Information or audited financial statements relating to the Town referred to in paragraph (a) of this Section 4 is included in a “final official statement” (as that term is defined in paragraph (f)(3) of the SEC Rule) dated within one hundred twenty (120) days prior to the due date for such information for any fiscal year and filed with the MSRB, the Town shall have been deemed to have provided that information as of the due date for the immediately preceding fiscal year as required by paragraphs (a)(1) and (2) of this Section 4.

(c) If any Annual Information or audited financial statements relating to the Town referred to in paragraph (a) of this Section 4 no longer can be generated because the operations to which they related have been materially changed or discontinued, a statement to that effect, provided by the Town to the MSRB, along with any other Annual Information or audited financial statements required to be provided under this Agreement, shall satisfy the undertaking to provide such Annual Information or audited financial statements. To the extent available, the Town shall cause to be filed along with the other Annual Information or audited financial statements operating data similar to that which can no longer be provided.

(d) Annual Information or audited financial statements required to be provided pursuant to this Section 4 may be provided by a specific reference to such Annual Information or audited financial statements already prepared and previously provided to the MSRB, or filed with the SEC; however, if such document is a final official statement, it must also be available from the MSRB.

(e) The Town must file all continuing disclosure filings under this Agreement with the MSRB through the EMMA system, solely by transmitting such filings to EMMA at [www.emma.msrb.org](http://www.emma.msrb.org).

(f) The Town or a Dissemination Agent (as defined in Section 7 below) must provide all filings in electronic format, in the form of a word searchable portable document format (PDF).

**Section 5. Accounting Principles.** The financial information will be prepared on a cash basis as prescribed by the State Board of Accounts, as in effect from time to time, as described in the auditors’ report and notes accompanying the audited financial statements of the Town or those mandated by state law from time to time. The audited financial statements of the Town, as described in Section 4(a)(1) hereof, will be prepared in accordance with generally accepted accounting principles and Government Auditing Standards issued by the Comptroller General of the United States.

**Section 6. Reportable Events.** The Town shall disclose the following events, in a timely manner, within ten (10) business days of the occurrence of any of the following events, if material (which determination of materiality shall be made by the Town in accordance with the standards established by federal securities laws), to the MSRB:

- (1) non-payment related defaults;
- (2) modifications to the rights of Bondholders;

- (3) bond calls;
- (4) release, substitution or sale of property securing repayment of the Bonds;
- (5) the consummation of a merger, consolidation or acquisition, or certain asset sales, involving the Obligated Person, or entry into or termination of a definitive agreement relating to the foregoing; and
- (6) appointment of a successor or additional trustee or the change of name of a trustee.

The Town shall disclose the following events, in a timely manner, within ten (10) business days of the occurrence of any of the following events, regardless of materiality, to the MSRB:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) defeasance;
- (6) rating changes;
- (7) adverse tax opinions or other material events affecting the tax-exempt status of the Bonds;
- (8) the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities;
- (9) tender offers; and
- (10) bankruptcy, insolvency, receivership or similar event of the Obligated Person.

**Section 7. Use of Agent.** The Town may, at its sole discretion, utilize an agent (the “Dissemination Agent”) in connection with the dissemination of any information required to be provided by the Town pursuant to the terms of the SEC Rule and this Agreement. If a Dissemination Agent is selected for these purposes, the Town shall provide prior written notice thereof (as well as notice of replacement or dismissal of such agent) to the MSRB.

Further, the Town may, at its sole discretion, retain counsel or others with expertise in securities matters for the purpose of assisting the Town in making judgments with respect to the

scope of its obligations hereunder and compliance therewith, all in order to further the purposes of this Agreement.

**Section 8. Failure to Disclose.** If, for any reason, the Town fails to provide the audited financial statements or Annual Information as required by this Agreement, the Town shall provide notice of such failure in a timely manner to the MSRB.

**Section 9. Remedies.**

(a) The purpose of this Agreement is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the Town in satisfaction of the SEC Rule. This Agreement is solely for the benefit of the holders of the Bonds and creates no new contractual or other rights for, nor can it be relied upon by, the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other Obligated Persons or any other third party. The sole remedy against the Town for any failure to carry out any provision of this Agreement shall be for specific performance of the Town's disclosure obligations hereunder and not for money damages of any kind or in any amount or for any other remedy. The Town's failure to honor its covenants hereunder shall not constitute a breach or default of the Bonds or any other agreement to which the Town is a party.

(b) Subject to paragraph (d) of this Section 9, in the event the Town fails to provide any information required of it by the terms of this Agreement, any holder of Bonds may pursue the remedy set forth in the preceding paragraph in any court of competent jurisdiction in the county in which the Town is located. An affidavit to the effect that such person is a holder of Bonds supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy.

(c) Subject to paragraph (d) of this Section 9, any challenge to the adequacy of the information provided by the Town by the terms of this Agreement may be pursued only by holders of not less than twenty-five percent (25%) in principal amount of Bonds then outstanding in any court of competent jurisdiction in the county in which the Town is located. An affidavit to the effect that such persons are holders of Bonds supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue the remedy set forth in paragraph (a) of this Section 9.

(d) Prior to pursuing any remedy under this Section, a holder of Bonds shall give notice to the Town, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of Bonds may pursue such remedy under this Section. The Town's failure to honor its covenants hereunder shall not constitute a breach or default of the Bonds, the Ordinance or any other agreement to which the Town is a party.

**Section 10. Prior Undertakings.** In the previous five (5) years the Town has not fully complied with their previous undertakings including, but not limited to, the following instances: the Schedule of Net Tax Rates was not filed timely for the Economic Development Lease Rental Bonds of 2007. The respective filings and "Failure to File" notices have been made as of



**IN WITNESS WHEREOF**, the Town has caused this Continuing Disclosure Undertaking Agreement to be executed as of the \_\_\_ day of December, 2018.

**TOWN OF BROWNSBURG, INDIANA**

By: \_\_\_\_\_  
Sean Benham, President of Town Council

Attest:

\_\_\_\_\_  
Ann Hathaway, Clerk Treasurer

0132372.0711507 4844-5448-7929v2

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## APPENDIX E



## APPENDIX E

**This Appendix E assumes that (a) the winning bidder (the “Purchaser”) is purchasing the Bonds as an Underwriter (as hereinafter defined) and is not purchasing the Bonds with the intent to hold the Bonds for its own account, and (b) the Town of Brownsburg, Indiana (the “Issuer”) and the Purchaser shall agree to the process by which issue price will be established on the date of sale of the Bonds in the event that the Competitive Sale Requirements (as hereinafter defined) are not met. The Purchaser must agree to execute the applicable schedules depending on the sale results.**

(a) By submitting a bid, the Purchaser agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at the Closing (as hereinafter defined) for the Bonds written evidence identifying the “Issue Price” as defined in the provisions of Treasury Regulation Section 1.148-1 (“Issue Price Rules”) for the Bonds or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Issuer and Bond Counsel. All actions to be taken by the Issuer to establish the Issue Price of the Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified in the Official Statement (H.J. Umbaugh & Associates, Certified Public Accountants, LLP) and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) For purposes of this Appendix E, the Competitive Sale Requirements will be satisfied in accordance with the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (the “Competitive Sale Requirements”) for purposes of establishing the Issue Price of the Bonds and will apply to the initial sale of the Bonds if the Issuer receive bids for the Bonds from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds because:

- (1) the Issuer shall disseminate the Notice of Intent to Sell Bonds (the "Notice") to potential Underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid; and
- (3) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost) as set forth in the Notice (the requirements set forth in this paragraph (b), collectively, the “Competitive Sale Requirements”).

Any bid submitted pursuant to the Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. If all of the Competitive Sale Requirements are satisfied, the Purchaser shall execute Schedule I if the Purchaser is purchasing the Bonds as an Underwriter.

(c) In the event that the Competitive Sale Requirements are not satisfied, the Issuer shall so advise the Purchaser and the Issuer and the Purchaser (the “Parties”) agree to execute an agreement which will establish which method to determine Issue Price will be employed, a form of which is attached as Schedule II. The methods are as follows:

(1) General Rule

Issue Price will be established by the first price at which 10% of a maturity of the Bonds is sold to the Public (as hereinafter defined) (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity)(the “10% test”).

Until the 10% test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the Issuer the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the Closing Date (as hereinafter defined) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold;

- OR -

(2) Hold the Price

Issue Price shall be established by applying the Hold the Price Rule (as defined below), which will allow the Issuer to treat the Initial Offering Price (as defined below) to the Public of each such maturity as of the Sale Date as the Issue Price of that maturity, provided the Purchaser agrees that it will neither offer nor sell these maturities to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

(the “Hold the Price Rule”). The Purchaser shall promptly advise the Issuer when it has sold 10% of a maturity to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

**(d) The Purchaser will be required to execute a certificate in the form of Schedule III if the Competitive Sale Requirements are not satisfied indicating that all of the requirements set forth in such certificate have been satisfied such as a certification to that the Purchaser has offered or will offer the Bonds to the Public on or before the date of the award at the Initial Offering Price set forth in the bid submitted by the Purchaser. The Purchaser will also be required to provide a copy of the pricing wire or equivalent communication.**

(e) By submitting a bid, each bidder acting as an Underwriter confirms that: (i) any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (1) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Purchaser, and (2) to promptly notify the Purchaser of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the Public, and (3) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Purchaser shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public, (ii) any agreement among Underwriters or other selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser or such Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Purchaser or such Underwriter.

(f) Sales of any Bonds to any person that is a related party to an Underwriter participating in the initial sale of the Bonds to the Public shall not constitute sales to the Public for purposes of this Appendix E. Further, for purposes of this Appendix:

- (1) “Public” means any person other than an Underwriter or a related party,
- (2) “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public),
- (3) a purchaser of any of the Bonds is a “related party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships

(including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),

- (4) “Sale Date” means the date that the Bonds are awarded by the Issuer to the winning bidder,
- (5) “Closing” and “Closing Date” mean the day the Bonds are delivered to the Purchaser and payment is made thereon to the Issuer, and
- (6) “Initial Offering Prices” means the respective initial offering prices of the Bonds offered by the Purchaser to the Public on or before the Sale Date as set forth in the pricing wire or equivalent communication for the Bonds provided to the Issuer by the Purchaser.

**Schedule I**  
**\$3,000,000**  
**GENERAL OBLIGATION BONDS, SERIES 2018**  
**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligation (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

- (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.
- (b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.
- (c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

- (a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).
- (c) *Sale Date* means the first day on which there is a binding contract in writing for the sale or exchange the Bonds. The Sale Date of the Bonds is December 6, 2018.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Section 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Frost Brown Todd LLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.



[UNDERWRITER], as [Underwriter]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: [ISSUE DATE]

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**  
*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*

**Schedule II**

**AGREEMENT TO ESTABLISH ISSUE PRICE**

The Town of Brownsburg, Indiana (the “Issuer”) offered its General Obligation Bonds, Series 2018 (the Bonds”) through a competitive offering in compliance with state law. For federal tax law purposes, Issue Price as defined in Treasury Regulations Section 1.148-1(f) (the “Issue Price Regulations”) must be established by one of the methods set forth in Issue Price Regulations. One of the methods to establish Issue Price is to offer the Bonds to achieve a Competitive Sale as defined by the Issue Price Regulations by meeting specific requirements under the Issue Price Regulation. Although the Issuer achieved a competitive sale to comply with state law, one or more of the requirements for a Competitive Sale, for federal tax law purposes, was not achieved. The Issue Price Regulations provide if more than one rule for determining the Issue Price of the Bonds is available, the Issuer may select the rule it will use to determine the Issue Price of the Bonds.

On the date hereof, the Purchaser represents that the first price at which at least 10% of each maturity of the Bonds listed on Exhibit I was sold to the Public (as defined in Schedule A) is the respective price listed on Exhibit I. For the remaining maturities of the Bonds (the “Unsold Maturities”) the Issuer has determined and the Purchaser agrees that Issue Price will be established as set forth in Schedule A as attached.

**[PURCHASER]**

By: \_\_\_\_\_  
**Authorized Representative**

**Town of Brownsburg, Indiana**

By: \_\_\_\_\_

## SCHEDULE A

This Schedule A sets forth as of the date hereof, the agreement between the Town of Brownsburg, Indiana (the "Issuer") and \_\_\_\_\_ (the "Purchaser") on the method by which Issue Price, as defined in Treasury Regulations Section 1.148-1(f) (the "Issue Price Regulations") for the Unsold Bonds (as defined in Schedule II) must be established (the "Agreement").

Based on the Agreement, the Issuer and the Purchaser have determined that Issue Price for the Unsold Bonds will be established by:

Check one, as applicable:

- \_\_\_\_\_ (1) General Rule (the "10% test") set forth below in (1); or  
\_\_\_\_\_ (2) "Hold the Price Rule" set forth below in (2).

### SELECTION OF METHOD OF ISSUE PRICE ESTABLISHMENT

The methods are as follows:

(1) General Rule

Issue Price will be established by the first price at which 10% of a maturity of the Bonds is sold to the Public (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity).

Until the 10% test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the Issuer the prices at which the unsold Bonds of that maturity have been sold to the Public provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable, periodic intervals or otherwise upon request of the Issuer of bond counsel. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

- OR -

(2) Hold the Price

Issue Price shall be established by applying the Hold the Price Rule (as defined below), which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity of the Bonds as of the Sale Date as the issue price of that maturity, provided the Purchaser agrees that it will neither offer nor sell these maturities to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

(the “Hold the Price Rule”). The Purchaser will advise the Issuer promptly after the close of the fifth (5<sup>th</sup>) business day after the Sale Date whether it has sold 10% of a maturity to the Public at a price that is no higher than the Initial Offering Price to the Public.

## **DEFINITIONS OF GENERAL APPLICABILITY**

“Public” shall mean any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined below) or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the Public).

A purchaser of any of the Bonds is a “related party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

“Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December 6, 2018.

“Closing” and “Closing Date” mean the day the Bonds are delivered to the Purchaser and payment is made thereon to the Issuer.

**[FORM TO USE WHEN GENERAL RULE OR SPECIAL RULE OF COMBINATION OF BOTH  
RULES APPLIES]**

**Schedule III**

**\$3,000,000**

**GENERAL OBLIGATION BONDS, SERIES 2018**

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ( ["[SHORT NAME OF UNDERWRITER]"])[the "Representative"]], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

Select appropriate provisions below:

1. [Alternative 1<sup>1</sup> – All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2<sup>2</sup> – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 3<sup>3</sup>-Issue Price not required on Closing Date and Select Maturities Use General Rule]: As of the date of this certificate, the General Rule Maturities and their respective issue prices (the first price at which 10% of such Maturity was sold to the Public) are listed in Schedule A. [SHORT NAME OF UNDERWRITER] certifies that it agreed in its [bid form][bond purchase agreement] to report to the Issuer the prices at which the Unsold Bonds have been sold to the Public within 5 business days of such sale until [SHORT NAME OF UNDERWRITER] can establish the first price at which at least 10% test of each Maturity of the Unsold Bonds has been sold to the Public.]

2. ***Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities]***.

(a) [Alternative 1<sup>4</sup> – All Maturities Use Hold-the-Offering-Price Rule: [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.][Alternative 2<sup>5</sup> – Select Maturities Use Hold-the-Offering-Price Rule: [SHORT NAME OF

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<sup>1</sup> If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

<sup>2</sup> If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

<sup>3</sup> If Alternative 3 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

<sup>4</sup> If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

<sup>5</sup> Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the [Notice of Intent to Sell Bonds][bond sale notice], [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) [To be used when the Bonds were subject to a failed competitive bidding process and the Issuer elected to apply the hold the price rule and the bidder confirmed its bid and agreed to comply with hold the price]. The Bonds were originally subject to a competitive bidding process. Attached as Schedule C hereto is the notification received by [SHORT NAME OF UNDERWRITER] that the Issuer elected to invoke the hold-the-offering-price rule and the [SHORT NAME OF UNDERWRITER]’s confirmation of its bid and its agreement to comply with the hold the offering price rule.

### 3. ***Defined Terms.***

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means Town of Brownsburg, Indiana.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December 6, 2018.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDEWRITING FIRM][the Representative’s] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[ and the Borrower] with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Frost Brown Todd LLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice it may give to the Issuer [and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Dated: [ISSUE DATE]

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**  
*(Attached)*



**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*

**SCHEDULE C**  
**CERTIFICATE OF INVOCATION OF HOLD THE PRICE RULE AND CONFIRMATION OF**  
**BID**

[Defined terms should correspond to those in the Bid Form]

The Issuer hereby notifies \_\_\_\_\_, as the winning bidder (the "Purchaser") for the [Insert Caption of Bonds] (the "Bonds") that the Issuer has determined to apply the hold the price rule (as described in the Bid Form dated \_\_\_\_\_, 20\_\_) to the Bonds maturing \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.(the "Hold the Price Maturities"). The Purchaser's bid will be cancelled and deemed withdrawn unless the Purchaser affirmatively confirms its bid and agrees to comply with the hold the price rule by executing and **[faxing/e-mailing]** the confirmation below by \_\_\_\_:00 **[a.m./p.m.]**.

**Town of Brownsburg, Indiana**

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

The Purchaser hereby acknowledges the Issuer's intention to apply the hold the price rule to the "Hold the Price Maturities". The Purchaser confirms its bid with respect to the Bonds and agrees to comply with the hold the price rule with respect to the Hold the Price Maturities.

**[PURCHASER]**

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