

Muncie Park & Recreation Board Meeting

JULY 16, 2019 6p.m.

City Hall Auditorium

1 & 2. President Yolanda Carey called the meeting to order at 6:03 p.m. Yolanda asked everyone to stand for the pledge of allegiance.

3. Roll Call – Present was Yolanda Carey, Bev Kelley, Adrian Lavell, Bruce Reynolds, Mark Ervin.

4. Approval of previous Board Meeting for May 21, 2019 was so moved by Bev Kelley. Seconded by Bruce Reynolds. Vote taken. It was unanimous. Motion carried.

5. The Superintendent's Report was given by Harvey Wright.

We have a list of things going on in the Park .Emmerson Dog Park repairs, Cooley Park face lift and updates, Heekin Park water pods. We took out all of the shrubs and flowers on the corner of Madison Street and Memorial to improve the design of it. Wasson's Nursery is working with us to improve the look of it. We are keeping the two columns with lions on them. We will put new grass and lights and a fountain. Large stones will be placed in there as well as new flowers.

PCR Campground store and Bait house project is getting ready to be stocked so we can open it up in approximately two weeks.

PCR electrical updates. We have been waiting on the Electric comp. and Water comp. to come to an agreement and sign off on it , so we can start the improvements to that.

WE moved the cabins and used them with a generator for Iron man and Ron Bonham days and the Fourth of July weekend. The electric comp is getting ready to put the pole up so we're getting closer to the electric being improved. Council did give us the extra money for the improvements this year.

Lafferty field is being reconditioned. New score board is three times the size of the old one. We are also working on the lights bringing them up so we don't have to worry about the wind knocking them down. We have new arm brackets to mount the lights on.

Haldeman Park project we are taking the old fence down so there can be access to the park for the public making it easy for them to use the park. We are keeping the fence around the old pool up, so no one can access it. We have some old and some new things to place in the park just to get by for right now until we see what we are going to do with the park. We have been working on the basketball court and we are going to turn the Tennis court into a Pickle Ball Court. Maybe it will be used more than it was.

Heekin park walking trail updates. We are taking down all tall grasses and some of the smaller trees. We only have two people working on trees and PCR got hit hard with storms this past few days and they have been working their cleaning up messed from that , As soon as they are finished with cleaning up the trees in PCR, they are going to start clean up on the waking trail. Kellie is our arborist. She is here tonight if the council has any questions for her. They had none.

Matt Walker gave an updates on PCR for Iron man and Ron Bonham Days. The Parks dept. and PCR dept. worked together getting ready for these events and PCR. Everything went well without any complications. PCR had a raffle and gave out prizes and awards for Iron man. Had fire works for the Fourth of July as well. PCR has been very busy with all these events and has gone off without a hitch. Matt stated he would like to thank PCR team and Parks team for working together and doing a great job getting ready for these events. Matt would like to thank Kellie and Chris for getting the trees that were down at PCR cleaned up. They did a great job. Also I'd like to thank Ashley Walker for doing a great job for Iron man getting every one where there supposed to be. Matt stated they got good feedback from the public that everything looked good and the pubic was satisfied. Matt also stated that PCR is ranked in the top number one places to be. The council didn't have any questions for Matt. On Aug seventeenth at McCullough there is going to be a band come from Chicago call The Voice. The event is called The Voices in the Park. There will be other bands there and they will start singing at one o'clock. The Voice Band will start at six o'clock. There will also be food vendors. We are expecting a lot of people there. Harvey spoke with George Foley and he is putting up a bill board at MLK Blvd about this event. It's Blues and Jaz music. It's on a sat Aug 17th Mcculloch starts at one o'clock. Harvey stated he would like to see the Park Board Members there to meet the Voice Band and let them know who is behind the success of the Parks.

Bruce asked if there was a charge for this and Harvey stated. No charge. It's paid for.

No other questions.

6. Event Application – none

7. Old Business:

A. Tuhey Pool updates – Harvey Wright- Tuhey pool update. Storm hit Sunday morning and the filtration pump went out a day after Memorial Day weekend opening of the pool. We lost revenue as well as the pump and the electrical. Matt and Justin and Jeff worked on getting the pool fixed. Harvey would like to thank them for doing a good job fixing it. The insurance company had to get involved because of all the damage it did to the pump and main electrical board for the pool heater. It also messed up the fuse box. Harvey stated he would give up an update on the Pool at the meet meeting.

8. New Business:

A. Introduction of Bond Refinancing- Mr. McClellan – See attachments.

There will be a meeting about the Bonds on Aug 20th 2019 6:00 pm City Hall.

Vote on the resolution of Bonds was motioned 1st by Bev Kellie 2nd by Adrian Leavell. Vote was taken and it was unanimous. Motion carried.

B. Seniors in the Park- Bev Kellie Unity Center Seniors will be attending.

Heekin Park on July 7th at 11 o'clock cabin # 3 . Morrison Woods will be our Seniors on Aug 21st at Heekin Park cabin #3 at 11 o'clock.

9. Other Business-

This is a call to the audience that may have items that needs the Boards vote. None

Public input Three Minute Limit; Please state your name and address

None

Meeting adjourned at 6:45 p.m.

Next meeting will be at 6 p.m. at City Hall on September 17, 2019

Respectfully submitted,

Phyllis Mills Secretary

Muncie Parks and Recreation Board Meeting
JULY 16, 2019
City Hall

- 1. Call To Order**
- 2. Pledge of Allegiance.**
- 3. Roll Call**
- 4. Approval of Previous Park Board Meeting.**
- 5. Superintendent Report – Harvey Wright**
- 6. Event Application**
- 7. Old Business:**
 - A. Tuhey Pool Update – Harvey Wright**
- 8. New Business:**
 - A. Introduction of Bond Refinancing – Mr McClellan**
 - B. Seniors in the Park – Bev Kelley**

Unity Center Seniors will be at Heekin Park on 7-17 @ 11 AM cabin #3

Morrison Woods will be at Cabin #3 on August 21 @ 11 AM
- 9. Other Business – This is a call to the audience that may have items that need's the Boards vote.**
- 10. Action Items.**
- 11. Public Input – 3 minute limit – Please state your name and address.**

Remember to please call the Park Office or Board President if you want an item placed on the Park Board Agenda.

Next Park Board Meeting – September 17, 2019 – 6PM City Hall

Lit of activities in the Parks

- 1) Emerson Dog Park Repairs and Updates
- 2) Cooley Park Facelift and Updates
- 3) Heekin Park water Pods Project
- 4) PCR Campground Store and Bait house project
- 5) PCR Electrical updates.
- 6) Lafferty Field New Scoreboard and Lights project
- 7) Haldeman Park Playground project
- 8) Heekin Park walking trails updates

RESOLUTION NO. _____

APPROPRIATION RESOLUTION OF THE PARK AND RECREATION DISTRICT
OF THE CITY OF MUNCIE, INDIANA

WHEREAS, pursuant to a resolution adopted by the City of Muncie Board of Park and Recreation (the "Board") on August 13, 2019 (the "Bond Resolution"), the Board authorized the issuance of the City of Muncie, Indiana Park District Refunding Bonds, Series 2019 to be issued in a principal amount not to exceed \$1,575,000 (the "Refunding Bonds"), for the purpose of refunding the City of Muncie, Indiana Park District Bonds of 2011 and paying the costs of issuance of the Refunding Bonds (the "Refinancing"); and

WHEREAS, there has been published a notice of a public hearing on the appropriation of the proceeds of the Refunding Bonds to be held on this date, the hearing has been held and the Board has considered the evidence presented at the hearing; and

WHEREAS, the Board now finds that the City of Muncie Park and Recreation District does not have sufficient funds available or provided for in the existing budget and tax levy to fund the cost of the Refinancing and that the proceeds of the Refunding Bonds should be appropriated for such purpose;

NOW, THEREFORE, BE IT RESOLVED by the City of Muncie Board of Park and Recreation, that:

SECTION 1. There is hereby appropriated a sum not to exceed One Million Five Hundred Seventy-Five Thousand Dollars (\$1,575,000) out of the proceeds of the Refunding Bonds, together with all investment earnings thereon, for the purpose of the Refinancing, as provided in the Bond Resolution authorizing the Refunding Bonds. Such appropriation shall be in addition to all appropriations provided for in the existing budget and shall continue in effect until the completion of the described purposes.

SECTION 2. The President, the Vice President, the Controller and other appropriate officers of the Board and City are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this resolution, including the filing of a report of this appropriation with the Indiana Department of Local Government Finance.

SECTION 3. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. If any section, paragraph or provision of this resolution 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 resolution.

SECTION 5. This resolution shall be in full force and effect from and after its passage.

Adopted this 13th day of August, 2019.

CITY OF MUNCIE, INDIANA
BOARD OF PARK AND RECREATION

President

Vice President

Member

Member

Member

Attest:

Secretary

SOURCES AND USES OF FUNDS

City of Muncie, Indiana
 Park District Refunding Bonds of 2019
 'A' S&P Global Ratings
 PRELIMINARY

Dated Date 10/20/2019
 Delivery Date 10/20/2019

Sources:

<u>Bond Proceeds:</u>	
Par Amount	1,465,000.00
Premium	57,948.90
	<u>1,522,948.90</u>

Uses:

<u>Refunding Escrow Deposits:</u>	
Cash Deposit	0.41
SLGS Purchases	1,436,289.00
	<u>1,436,289.41</u>
 <u>Cost of Issuance:</u>	
Bond Counsel	22,500.00
Local Counsel	5,000.00
Municipal Advisor	30,000.00
Paying Agent	500.00
Rating Agency	14,000.00
	<u>72,000.00</u>
 <u>Underwriter's Discount:</u>	
Other Underwriter's Discount	14,650.00
 <u>Other Uses of Funds:</u>	
Additional Proceeds	9.49
	<u>1,522,948.90</u>

PRIOR BOND DEBT SERVICE

City of Muncie, Indiana
Park District Refunding Bonds of 2019
'A' S&P Global Ratings
PRELIMINARY

Dated Date 10/20/2019
Delivery Date 10/20/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Present Value to 10/20/2019 @ 2.2210892%	Bond Balance	Total Bond Value
10/20/2019								
01/15/2020	100,000	4.250%	33,796.88	133,796.88	133,796.88	133,100.90	1,410,000	1,410,000
07/15/2020			31,671.88	31,671.88		31,161.07	1,310,000	1,310,000
01/15/2021	105,000	4.500%	31,671.88	136,671.88	168,343.76	132,990.70	1,310,000	1,310,000
07/15/2021			29,309.38	29,309.38		28,206.70	1,205,000	1,205,000
01/15/2022	110,000	4.500%	29,309.38	139,309.38	168,618.76	132,595.74	1,095,000	1,095,000
07/15/2022			26,834.38	26,834.38		25,260.64	1,095,000	1,095,000
01/15/2023	115,000	4.750%	26,834.38	141,834.38	168,668.76	132,049.82	980,000	980,000
07/15/2023			24,103.13	24,103.13		22,193.88	980,000	980,000
01/15/2024	120,000	4.750%	24,103.13	144,103.13	168,206.26	131,231.12	860,000	860,000
07/15/2024			21,253.13	21,253.13		19,142.11	860,000	860,000
01/15/2025	125,000	4.875%	21,253.13	146,253.13	167,506.26	130,279.38	735,000	735,000
07/15/2025			18,206.25	18,206.25		16,039.64	735,000	735,000
01/15/2026	130,000	4.875%	18,206.25	148,206.25	166,412.50	129,135.05	605,000	605,000
07/15/2026			15,037.50	15,037.50		12,958.56	605,000	605,000
01/15/2027	140,000	4.875%	15,037.50	155,037.50	170,075.00	132,136.10	465,000	465,000
07/15/2027			11,625.00	11,625.00		9,798.99	465,000	465,000
01/15/2028	145,000	5.000%	11,625.00	156,625.00	168,250.00	130,572.86	320,000	320,000
07/15/2028			8,000.00	8,000.00		6,596.07	320,000	320,000
01/15/2029	155,000	5.000%	8,000.00	163,000.00	171,000.00	132,918.83	165,000	165,000
07/15/2029			4,125.00	4,125.00		3,326.80	165,000	165,000
01/15/2030	165,000	5.000%	4,125.00	169,125.00	173,250.00	134,900.58		
	1,410,000		414,128.18	1,824,128.18	1,824,128.18	1,626,595.55		

BOND DEBT SERVICE

City of Muncie, Indiana
 Park District Refunding Bonds of 2019
 'A' S&P Global Ratings
 PRELIMINARY

Dated Date 10/20/2019
 Delivery Date 10/20/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/20/2019						1,465,000	1,465,000
01/15/2020	120,000	3.000%	10,377.08	130,377.08	130,377.08	1,345,000	1,345,000
07/15/2020			20,175.00	20,175.00		1,345,000	1,345,000
01/15/2021	115,000	3.000%	20,175.00	135,175.00	155,350.00	1,230,000	1,230,000
07/15/2021			18,450.00	18,450.00		1,230,000	1,230,000
01/15/2022	120,000	3.000%	18,450.00	138,450.00	156,900.00	1,110,000	1,110,000
07/15/2022			16,650.00	16,650.00		1,110,000	1,110,000
01/15/2023	125,000	3.000%	16,650.00	141,650.00	158,300.00	985,000	985,000
07/15/2023			14,775.00	14,775.00		985,000	985,000
01/15/2024	130,000	3.000%	14,775.00	144,775.00	159,550.00	855,000	855,000
07/15/2024			12,825.00	12,825.00		855,000	855,000
01/15/2025	130,000	3.000%	12,825.00	142,825.00	155,650.00	725,000	725,000
07/15/2025			10,875.00	10,875.00		725,000	725,000
01/15/2026	135,000	3.000%	10,875.00	145,875.00	156,750.00	590,000	590,000
07/15/2026			8,850.00	8,850.00		590,000	590,000
01/15/2027	140,000	3.000%	8,850.00	148,850.00	157,700.00	450,000	450,000
07/15/2027			6,750.00	6,750.00		450,000	450,000
01/15/2028	145,000	3.000%	6,750.00	151,750.00	158,500.00	305,000	305,000
07/15/2028			4,575.00	4,575.00		305,000	305,000
01/15/2029	150,000	3.000%	4,575.00	154,575.00	159,150.00	155,000	155,000
07/15/2029			2,325.00	2,325.00		155,000	155,000
01/15/2030	155,000	3.000%	2,325.00	157,325.00	159,650.00		
	1,465,000		242,877.08	1,707,877.08	1,707,877.08		

SAVINGS

City of Muncie, Indiana
 Park District Refunding Bonds of 2019
 'A' S&P Global Ratings
 PRELIMINARY

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 10/20/2019 @ 2.2210892%
01/15/2020	133,796.88	130,377.08	3,419.80	3,419.80	3,402.01
07/15/2020	31,671.88	20,175.00	11,496.88		11,311.46
01/15/2021	136,671.88	135,175.00	1,496.88	12,993.76	1,456.56
07/15/2021	29,309.38	18,450.00	10,859.38		10,450.83
01/15/2022	139,309.38	138,450.00	859.38	11,718.76	817.96
07/15/2022	26,834.38	16,650.00	10,184.38		9,587.10
01/15/2023	141,834.38	141,650.00	184.38	10,368.76	171.66
07/15/2023	24,103.13	14,775.00	9,328.13		8,589.23
01/15/2024	144,103.13	144,775.00	-671.87	8,656.26	-611.86
07/15/2024	21,253.13	12,825.00	8,428.13		7,590.99
01/15/2025	146,253.13	142,825.00	3,428.13	11,856.26	3,053.71
07/15/2025	18,206.25	10,875.00	7,331.25		6,458.80
01/15/2026	148,206.25	145,875.00	2,331.25	9,662.50	2,031.26
07/15/2026	15,037.50	8,850.00	6,187.50		5,332.08
01/15/2027	155,037.50	148,850.00	6,187.50	12,375.00	5,273.51
07/15/2027	11,625.00	6,750.00	4,875.00		4,109.25
01/15/2028	156,625.00	151,750.00	4,875.00	9,750.00	4,064.12
07/15/2028	8,000.00	4,575.00	3,425.00		2,823.94
01/15/2029	163,000.00	154,575.00	8,425.00	11,850.00	6,870.19
07/15/2029	4,125.00	2,325.00	1,800.00		1,451.69
01/15/2030	169,125.00	157,325.00	11,800.00	13,600.00	9,412.13
	1,824,128.18	1,707,877.08	116,251.10	116,251.10	103,646.65

Savings Summary

Dated Date	10/20/2019
Delivery Date	10/20/2019
PV of savings from cash flow	103,646.65
Plus: Refunding funds on hand	9.49
Net PV Savings	103,656.14

SUMMARY OF REFUNDING RESULTS

City of Muncie, Indiana
 Park District Refunding Bonds of 2019
 'A' S&P Global Ratings
 PRELIMINARY

Dated Date	10/20/2019
Delivery Date	10/20/2019
Arbitrage yield	2.221089%
Escrow yield	2.220252%
Value of Negative Arbitrage	2.81
Bond Par Amount	1,465,000.00
True Interest Cost	2.413941%
Net Interest Cost	2.465175%
All-In TIC	3.403851%
Average Coupon	3.000000%
Average Life	5.526
Weighted Average Maturity	5.561
Par amount of refunded bonds	1,410,000.00
Average coupon of refunded bonds	4.908894%
Average life of refunded bonds	5.725
Remaining weighted average maturity of refunded bonds	5.725
PV of prior debt to 10/20/2019 @ 2.221089%	1,626,595.55
Net PV Savings	103,656.14
Percentage savings of refunded bonds	7.351499%
Percentage savings of refunding bonds	7.075504%

BOND PRICING

City of Muncie, Indiana
 Park District Refunding Bonds of 2019
 'A' S&P Global Ratings
 PRELIMINARY

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Bond Component:						
	01/15/2020	120,000	3.000%	1.590%	100.328	393.60
	01/15/2021	115,000	3.000%	1.680%	101.606	1,846.90
	01/15/2022	120,000	3.000%	1.740%	102.750	3,300.00
	01/15/2023	125,000	3.000%	1.800%	103.754	4,692.50
	01/15/2024	130,000	3.000%	1.870%	104.579	5,952.70
	01/15/2025	130,000	3.000%	1.980%	105.047	6,561.10
	01/15/2026	135,000	3.000%	2.100%	105.232	7,063.20
	01/15/2027	140,000	3.000%	2.200%	105.322	7,450.80
	01/15/2028	145,000	3.000%	2.330%	104.992	7,238.40
	01/15/2029	150,000	3.000%	2.450%	104.519	6,778.50
	01/15/2030	155,000	3.000%	2.520%	104.304	6,671.20
		1,465,000				57,948.90

Dated Date	10/20/2019	
Delivery Date	10/20/2019	
First Coupon	01/15/2020	
Par Amount	1,465,000.00	
Premium	57,948.90	
Production	1,522,948.90	103.955556%
Underwriter's Discount	-14,650.00	-1.000000%
Purchase Price	1,508,298.90	102.955556%
Accrued Interest		
Net Proceeds	1,508,298.90	

BOND SUMMARY STATISTICS

City of Muncie, Indiana
 Park District Refunding Bonds of 2019
 'A' S&P Global Ratings
 PRELIMINARY

Dated Date	10/20/2019
Delivery Date	10/20/2019
First Coupon	01/15/2020
Last Maturity	01/15/2030
Arbitrage Yield	2.221089%
True Interest Cost (TIC)	2.413941%
Net Interest Cost (NIC)	2.465175%
All-In TIC	3.403851%
Average Coupon	3.000000%
Average Life (years)	5.526
Weighted Average Maturity (years)	5.561
Duration of Issue (years)	5.061
Par Amount	1,465,000.00
Bond Proceeds	1,522,948.90
Total Interest	242,877.08
Net Interest	199,578.18
Total Debt Service	1,707,877.08
Maximum Annual Debt Service	159,650.00
Average Annual Debt Service	166,848.24
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	102.955556

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,465,000.00	103.956	3.000%	5.526	760.00
	1,465,000.00			5.526	760.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,465,000.00	1,465,000.00	1,465,000.00
+ Accrued Interest			
+ Premium (Discount)	57,948.90	57,948.90	57,948.90
- Underwriter's Discount	-14,650.00	-14,650.00	
- Cost of Issuance Expense		-72,000.00	
- Other Amounts			
Target Value	1,508,298.90	1,436,298.90	1,522,948.90
Target Date	10/20/2019	10/20/2019	10/20/2019
Yield	2.413941%	3.403851%	2.221089%

UNDERWRITING DISCLOSURE REPORT

City of Muncie, Indiana
Park District Refunding Bonds of 2019
'A' S&P Global Ratings
PRELIMINARY

SEC REQUIRED DISCLOSURES as a potential Underwriter

Please be advised the J.J.B. Hilliard, W.L. Lyons, LLC ('Hilliard Lyons') is not currently engaged as municipal advisor to the Issuer and is not subject to the fiduciary duty set forth in Section 15B(c)(1) of the Securities Exchange Act of 1934 with respect to any issuance of municipal securities or municipal financial products.

The information contained herein is for discussion purposes only in anticipation of serving as underwriter to the Issuer. The primary role of Hilliard Lyons, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Hilliard Lyons. Hilliard Lyons will act in its own interest and has financial and other interests that differ from those of the Issuer.

The accompanying information was obtained from sources which Hilliard Lyons believes to be reliable but does not guarantee its accuracy and completeness. Please note, historical data is not an indication of future results.

Additional information is available upon request.

RESOLUTION NO. _____

A resolution concerning the current refunding by the City of Muncie, Indiana, for and on behalf of the City of Muncie Park and Recreation District, of its Park District Bonds of 2011; authorizing the issuance of special taxing district refunding bonds for such purpose; providing for the safeguarding of the interests of the owners of said refunding bonds; other matters connected therewith; and repealing resolutions inconsistent herewith

WHEREAS, the City of Muncie Board of Park and Recreation (the "Board"), the governing body of the City of Muncie Park and Recreation District (the "Park District"), acting pursuant to Indiana Code 36-10-3, as amended (the "Act") (all references herein to the Indiana Code are designated hereafter as "IC" followed by the applicable code section or sections), has heretofore financed improvements to Tuhey pool and bathhouse, and other park improvements (collectively, the "Project") with the proceeds of its Park District Bonds of 2011, originally issued in the aggregate principal amount of \$2,000,000 and now outstanding in the aggregate principal amount of \$1,410,000 (the "2011 Bonds"); and

WHEREAS, the 2011 Bonds are special taxing district bonds of the Park District payable solely out of a special benefits tax to be levied and collected on all of the taxable property in the Park District; and

WHEREAS, the Board finds that the outstanding 2011 Bonds (the "Refunded Bonds") should be currently refunded pursuant to the provisions of IC 5-1-5, as amended, to enable the Park District to obtain a reduction in interest payments and effect a savings to the Park District; and

WHEREAS, the Board finds that it is necessary to issue special taxing district refunding bonds, to be issued in the name of the City of Muncie, Indiana (the "City") on behalf of the Park District, in an aggregate principal amount not to exceed One Million Five Hundred Seventy-Five Thousand Dollars (\$1,575,000) and to use the proceeds thereof to currently refund the Refunded Bonds and to pay for all costs related to said refunding; and

WHEREAS, the bonds to be issued pursuant to this resolution will be payable solely out of a special benefits tax to be levied and collected on all taxable property in the Park District; and

WHEREAS, the bonds to be issued hereunder are to be issued subject to the provisions of the laws of the Act, IC 5-1-5, as amended, and the terms and restrictions of this resolution; and

WHEREAS, prior to the issuance of the bonds herein authorized, the Board shall obtain the approval of the Common Council of the City for the issuance of said bonds; and

WHEREAS, the Board now finds that all conditions precedent to the adoption of a resolution authorizing the issuance of said special taxing district refunding bonds have been complied with in accordance with the provisions of the Act; now, therefore,

BE IT RESOLVED BY THE BOARD OF PARK AND RECREATION OF THE CITY OF MUNCIE, INDIANA, THAT:

Section 1. Authorization of Refunding of Refunded Bonds. The Board proceed with the current refunding of the Refunded Bonds thereby reducing its interest payments and effecting a savings, so long as the refunding will produce not less than \$100,000 in net savings. The bonds herein authorized shall be issued pursuant to and in accordance with the provisions of the Act and IC 5-1-5, as amended.

Section 2. Issuance of Bonds.

(a) The City, acting for and on behalf of the Park District, shall issue and sell special taxing district refunding bonds of the Park District, in the name of the City, in the aggregate principal amount not to exceed One Million Five Hundred Seventy-Five Thousand Dollars (\$1,575,000) to be designated "Park District Refunding Bonds, Series 20__", to be completed with the year in which issued (the "Bonds"), for the purpose of procuring funds to apply on (i) the current refunding of the Refunded Bonds and (ii) issuance costs including, if necessary, costs of insurance for the Bonds.

(b) The Bonds shall be issued and sold at a price not less than 99% of par value thereof. The Bonds shall be issued in fully registered form in denominations of (i) \$5,000 or integral multiples thereof or (ii) \$100,000 and integral multiples of \$1,000 in excess thereof, as determined by the Controller with the advice of the City's municipal advisor, Baker Tilly Virchow Krause, LLP. The Bonds shall be numbered consecutively from 1 up and originally dated as of their date of delivery. The Bonds shall bear interest at a rate or rates not exceeding 5% per annum (the exact rate or rates to be determined by negotiation). Interest shall be payable semiannually on January 15 and July 15 in each year, commencing on the first January 15 or the first July 15 following the date of delivery of the Bonds, as determined by the Controller with the advice of the City's municipal advisor. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and such Bonds shall mature semiannually on January 15 and July 15 or be subject to mandatory sinking fund redemption on January 15 and July 15 over a period ending no later than January 15, 2030 and in such amounts that will enable the Park District to achieve either (i) the maximum amount of savings in the refunding of the Refunded Bonds or (ii) as level annual debt service as practicable while achieving a savings in the refunding of the Refunded Bonds.

(c) All or a portion of the Bonds may be issued as one or more term bonds, upon election of the Underwriter (as hereinafter defined) of the Bonds. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, on the dates as determined by the Underwriter, but in no event later than the last serial maturity date of the Bonds as determined in the preceding paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereafter determined in accordance with the preceding paragraph.

(d) The Bonds will be payable solely out of a special benefits tax to be levied on all taxable property within the Park District. Interest on the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months.

Section 3. Registrar and Paying Agent.

(a) The Controller is hereby authorized to select and appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds, which Registrar is hereby charged with the responsibility of authenticating the Bonds (the "Registrar" or "Paying Agent"). The Controller is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Controller is further authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Park District Bond Fund established to pay the principal of and interest on the Bonds as fiscal agency charges.

(b) The principal of and premium, if any, on the Bonds shall be payable at the principal office of the Paying Agent and 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 thereof, as of the first day of the month containing an interest payment date (the "Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall 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).

(c) All payments on the Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

(d) Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City. The City and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(e) Interest on all Bonds which are authenticated on or before the Record Date which precedes the first interest payment date shall be paid from their original date. Interest on Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date in which case the interest shall be paid from such interest payment date.

Section 4. Redemption of Bonds.

(a) The Bonds may be redeemable at the option of the City, acting for and on behalf of the Park District, upon such terms and provisions as established by the Controller, with the advice of the City's municipal advisor, prior to the sale of the Bonds. The terms of any optional redemption of the Bonds shall be set forth in the Bonds.

(b) 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 City, any Bonds maturing as term bonds which have previously been redeemed (otherwise 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 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

(c) Each denomination amount of the Bonds shall be considered a separate Bond for purposes of redemption. If less than an entire maturity of Bonds is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

(d) In either case, notice of redemption shall be given not less than thirty (30) days prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the City as of the date which is forty-five (45) days prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 5. Book-Entry Provisions.

(a) The City may, upon the advice of its municipal advisor, have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("DTC") and have transfers of the Bonds effected by book-entry on the books of the central depository system. In such case, the Bonds shall be issued in the name of Cede & Co., as nominee for DTC, as registered owner of the Bonds, and held in the custody of DTC and the terms and conditions of this provision shall apply.

(b) If the Bonds are held by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The actual purchasers of the Bonds (the "Beneficial Owners") will not receive physical delivery of the Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of the Bonds is to receive, hold, or deliver any Bond certificate.

(c) For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee, or other governmental charge that may be imposed in relation thereto. Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner, under the following circumstances:

(i) DTC determines to discontinue providing its service with respect to the Bonds (such a determination may be made at any time by giving 30 days' notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law), or

(ii) the City determines that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners.

(d) The City and the Registrar will recognize DTC or its nominee as the holder of the Bonds for all purposes, including notices and voting. The City and the Registrar covenant and agree, so long as DTC shall continue to serve as securities depository for the Bonds, to meet the requirements of DTC with respect to required notices and other provisions of a Letter of Representations between the City and DTC. If necessary to comply with the terms and provisions of the Letter of Representations, a supplemental resolution shall be adopted to amend this resolution as necessary.

(e) The Registrar is authorized to rely conclusively upon a certificate furnished by DTC and corresponding certificates from DTC participants and indirect participants as to the identity of, and the respective principal amount of Bonds beneficially owned by, the Beneficial Owner or Beneficial Owners.

Section 6. Execution of Bonds; Security for the Bonds.

(a) The Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, who shall affix the seal of said City to each of said Bonds manually or shall have the seal imprinted or impressed thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on said Bonds. 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, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Bonds shall also be authenticated by the manual signature of an authorized representative of the Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

(b) The Bonds do not constitute a corporate obligation or indebtedness of the City, but are the obligation and indebtedness of the Park District, as a special taxing district, and the Bonds, together with the interest thereon, shall be payable solely from a special benefits tax to be levied on all taxable property of the Park District. The City, acting through the Board, covenants that it will cause a special benefits tax for the payment of the principal of and interest on the Bonds to be levied, collected and applied for that purpose. The Bonds are equally and ratably secured by and entitled to the protection of this resolution.

Section 7. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, with such additions, deletions and modifications as the Mayor and the Clerk may authorize, as conclusively evidenced by their signatures thereon, all blanks to be filled in properly prior to delivery thereof:

Form of Bond

[Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Registrar or its agent for registration or transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

No. R-___

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF DELAWARE

CITY OF MUNCIE

PARK DISTRICT REFUNDING BOND, SERIES 2019

Maturity Date Interest Rate Original Date Authentication Date CUSIP

Registered Owner:

Principal Sum:

The City of Muncie, in Delaware County, State of Indiana (the "City"), for and on behalf of the Muncie Park and Recreation District (the "Park District"), acknowledges itself indebted, and for value received, hereby promises to pay, but solely out of a special benefits tax to be levied on all taxable property within the Park District and deposited in the hereinafter referred to special account, to the Registered Owner (named above) or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above (unless this Bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the 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 an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before January 1, 2020, in which case it shall bear interest from the Original Date, which interest is payable semiannually on January 15 and July 15 of each year, beginning on January 15, 2020. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The principal of and premium, if any, on this Bond is payable at the principal office of _____ (the "Registrar" or "Paying Agent"), in the _____ of _____, Indiana. All payments of interest on this Bond shall be paid by check mailed one business day prior to the interest payment date on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date to the registered owner hereof, as of the last day of the month immediately preceding such payment, 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. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments 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). All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This Bond is not a corporate obligation or indebtedness of the City, but is the obligation and indebtedness of the Park District, as a special taxing district, and this Bond, together with the interest hereon, shall be payable out of a special account to be known as the "City of Muncie Park and Recreation District Bond Fund" which is created in the Resolution (as hereinafter defined) to be funded solely from a special benefits tax to be levied annually on all taxable property within the Park District. The City, acting through its Board of Park and Recreation (the "Board"), covenants that it will cause a special tax for the payment of the principal of and the interest on this Bond to be levied, collected and applied for that purpose. The Bonds are subject to Indiana Code 6-1.1-20.6 regarding the circuit breaker tax credit and the State of Indiana intercept of funds to pay debt service on the Bonds.

This Bond is one of an authorized issue of Bonds of the Park and Recreation District of the City of Muncie, Indiana, of like tenor and effect, except as to numbering, interest rate, and dates of maturity, in the total amount of _____ Dollars (\$_____) (the "Bonds"), numbered from 1 up, issued for the purpose of providing funds to be applied on the cost of currently refunding certain Refunded Bonds (as defined in the Resolution) and to pay incidental expenses, [including costs for insurance for the Bonds,] as authorized by a resolution adopted by the Board on the 13th day of August, 2019, entitled "A resolution concerning the current refunding by the City of Muncie, Indiana, for and on behalf of the City of Muncie Park and Recreation District, of its Park District Bonds of 2011; authorizing the issuance of special taxing district refunding bonds for such purpose; providing for the safeguarding of the interests of the owners of said refunding bonds; other matters connected therewith; and repealing resolutions inconsistent herewith" (the "Resolution"), and in strict compliance with the provisions of Indiana Code 36-10-3 and Indiana Code 5-1-5, each as in effect on the issue date of the Bonds (collectively, the "Act"). This Bond is negotiable pursuant to the laws of the State of Indiana.

[The Bonds shall be initially issued in a book entry system by The Depository Trust Company ("DTC"). The provisions of this Bond and of the Resolution are subject in all respect to the provisions of the Letter of Representations between the City and DTC, or any substitute agreement effecting such book entry system under DTC.]

Pursuant to the Resolution and the Escrow Agreement as defined therein, the City has set aside [securities (obligations of the United States of America purchased from proceeds of the Bonds) and certain cash][proceeds of the Bonds] in a Trust Account to provide for the payment of principal of and interest on the Refunded Bonds.

[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) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.]

[The Bonds of this issue are not subject to optional redemption prior to maturity.]

[The Bonds of this issue maturing on _____ 15, 20__ and thereafter, are redeemable at the option of the City on _____ 15, 20__, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by

lot within a maturity, at face value, plus in each case accrued interest to the date fixed for redemption.]

[The Bonds maturing on _____ 15, 20__ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

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

*Final Maturity]

Each [Five][One Hundred] Thousand Dollars [(\$5,000)][(\$100,000)] principal amount shall be considered a separate bond for purposes of [optional][mandatory] redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the City, as of the date which is forty-five (45) days prior to such redemption date, not less than thirty (30) days prior to the date fixed for redemption. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.]

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

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar, by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a 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 to the registered owner, as the case may be, in exchange therefor. The City, the 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.

This Bond is subject to defeasance prior to [redemption or] payment as provided in the Resolution referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE RESOLUTION. The Resolution may be amended without the consent of the owners of the Bonds as provided in the Resolution if the Board determines in its sole discretion that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of [\$5,000][\$100,000] or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds maturing in such year.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and complete execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law and this Bond and the total issue of the Bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

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

IN WITNESS WHEREOF, the City of Muncie Board of Park and Recreation has caused this Bond to be executed in the name of the City of Muncie, Indiana, for and on behalf of the City of Muncie Park and Recreation District, by the manual or facsimile signature of the Mayor, the corporate seal of the City to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by the Clerk.

CITY OF MUNCIE, INDIANA

Mayor

[SEAL]

ATTEST:

Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

_____ as Registrar

By: _____
Authorized Representative

[MUNICIPAL BOND INSURANCE LEGEND]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within Bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

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

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

End of Bond Form

Section 8. Preparation and Sale of Bonds; Official Statement; Investment Letter; Rating; Bond Insurance.

(a) The Controller is hereby authorized and directed to have said Bonds prepared, and the Mayor and the Clerk are hereby authorized and directed to execute said Bonds in the form and manner herein provided. The Controller is hereby authorized and directed to deliver said Bonds to a J.J.B. Hilliard, W.L. Lyons, LLC (the "Underwriter") in accordance with the Bond Purchase Agreement (the "Bond Purchase Agreement") between the City and the Underwriter. The substantially final form of Bond Purchase Agreement between the City and the Underwriter is attached hereto as Exhibit A and is hereby approved by the Board. The Mayor and Controller

are hereby authorized to execute the Bond Purchase Agreement and deliver the Bonds to the Underwriter so long as their terms are consistent with this resolution. The Bond Purchase Agreement shall establish a final principal amount, purchase price, interest rates, maturity schedule, denominations and redemption features, if any.

(b) The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the current refunding of the Refunded Bonds and the expenses necessarily incurred in connection with the Bonds. The proper officers of the City are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this resolution.

(c) The preparation and distribution of an official statement (preliminary and final) prepared by Baker Tilly Virchow Krause, LLP, on behalf of the City for the Bonds is hereby authorized. The Mayor and Controller are hereby authorized and directed to execute the preliminary official statement on behalf of the City in a form consistent with this resolution and are further authorized to designate such preliminary official statement as “nearly final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “SEC Rule”).

(d) The Controller is hereby authorized to appoint a financial institution to serve as escrow agent (the “Escrow Agent”) for the Refunded Bonds in accordance with the terms of the Escrow Agreement between the City and the Escrow Agent (the “Escrow Agreement”). The substantially final form of Escrow Agreement attached hereto as Exhibit B is hereby approved by the Board, and the Mayor and the Controller are hereby authorized and directed to complete, execute and attest the same on behalf of the City so long as its provisions are consistent with this resolution.

(e) The execution, by either the Mayor, the Controller, the Underwriter, the Escrow Agent or the City’s municipal advisor, of a subscription for United States Treasury Obligations – State and Local Government Series for investment of proceeds of the Bonds allocable to the current refunding of the Refunded Bonds to be held under the Escrow Agreement in a manner consistent with this resolution is hereby approved. In conjunction with the preceding sentence, the Board further authorizes the Underwriter to (i) subscribe for the purchase of United States Time Deposit Securities – State and Local Government Series from proceeds of the Bonds, and (ii) act as bidding agent for an Open Market Securities bid, whereby the purchase of such securities is made from proceeds of the Bonds. Whether escrow securities are acquired through (i) or (ii) above will be determined based on which offers the City and the Board the lowest cost option for delivery of qualifying escrow securities and upon final approval of the City.

(f) The Controller, with the advice of the City’s municipal advisor, is hereby authorized to obtain one or more ratings for the Bonds if such rating or ratings will facilitate the sale of the Bonds.

(g) In the event the Controller certifies to the City that it would be economically advantageous for the City to obtain bond insurance for the Bonds, the City hereby authorizes the purchase of such bond insurance. In such case, the Mayor and the Controller are hereby authorized to execute and deliver all agreements with the provider of the bond insurance to the

extent necessary to comply with the terms of such bond insurance and the commitment to issue such bond insurance. The acquisition of bond insurance is hereby deemed economically advantageous if the difference between the present value of (i) the total debt service on the Bonds if issued without the bond insurance and (ii) the total debt service on the Bonds if issued with the bond insurance, is greater than the cost of the premium for the bond insurance. The cost of obtaining bond insurance shall be considered as a part of the cost of issuance of the Bonds and may be paid out of the proceeds of the Bonds or out of other funds of the City or the Board.

Section 9. Use of Proceeds. Proceeds of the Bonds shall be applied as follows and in the following order:

(a) *First*, concurrently with the delivery of the Bonds, the Controller shall acquire, with proceeds of the Bonds, direct obligations of, or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America (the "Government Obligations") to be used, together with certain cash from the proceeds of the Bonds, to currently refund and legally defease the Refunded Bonds all as set forth in the Escrow Agreement. In order to refund the Refunded Bonds, the Controller shall deposit Government Obligations and certain cash with the Escrow Agent under the Escrow Agreement in an amount sufficient to provide money for payment of the principal of and interest on the Refunded Bonds from the date of delivery of the Bonds to the earliest date upon which the Refunded Bonds may be called for redemption. As an alternative to purchasing Government Obligations, the Controller, with the advice of the City's municipal advisor, may deposit cash proceeds of the Bonds with the Escrow Agent in an amount sufficient to currently refund and legally defease the Refunded Bonds. The Controller shall obtain a verification of an accountant as to the sufficiency of the funds deposited in the Trust Account under the Escrow Agreement to accomplish said current refunding and legal defeasance of the Refunded Bonds.

(b) *Second*, the remaining proceeds from the sale of the Bonds shall be applied by the Controller to cost of issuance of the Bonds not otherwise paid. Prior to the delivery of the Bonds, the Controller shall obtain the legal opinion of Bose McKinney & Evans LLP, bond counsel, of Indianapolis, Indiana, and shall furnish such opinion to the Underwriter. The cost of the opinion shall be considered as part of the costs incidental to the issuance of the Bonds and shall be paid out of the proceeds thereof. When all costs of issuance of the Bonds have been paid, the Controller shall then transfer any amount then remaining from the proceeds of the Bonds to the hereinafter described Park District Bond Fund.

Section 10. Park District Bond Fund. There is hereby created the Park District Bond Fund (the "Bond Fund") for the payment of the principal and interest on the Bonds. The City, acting through the Board, shall cause ad valorem property taxes to be levied in each year upon all taxable property in the Park District in an amount sufficient to provide for the timely payment of the principal of and interest on the Bonds. The proceeds of such taxes shall be deposited in and credited to the Bond Fund. There shall similarly be credited to the Bond Fund the amount necessary to pay the bank fiscal agency charges for paying principal and interest on the Bonds. The City, acting through the Board, shall cause, from the sums deposited in and credited to the Bond Fund, to be remitted promptly to the registered owners and to the bank fiscal agency

sufficient moneys to pay the principal and interest on the Bonds on the due dates thereof, together with the amount of bank fiscal agency charges.

Notwithstanding any other provision of this resolution, the City, on behalf of the Park District, will enter into an agreement with the Registrar and Paying Agent in which the Registrar will agree that upon any default or insufficiency in the payment of principal of and interest on the Bonds as provided in this resolution, the Registrar will immediately, without any direction, security or indemnity, file a claim with the Treasurer of the State of Indiana for an amount equal to the principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar.

If the Controller is designated as the Registrar and Paying Agent, the Board covenants, under IC 6-1.1-20.6-10, to determine if the Bond Fund has sufficient funds to pay the principal of and interest on the Bonds at least five (5) days before such payments are due. If the Bond Fund is not sufficient because of the operation of the tax credits granted under the provisions of IC 6-1.1-20.6, the Board agrees to have the Controller (i) determine or cause to be determined the amount of the deficiency in the Bond Fund (the "Deficiency") and (ii) immediately report and file a claim on behalf of the Park District with the Treasurer of the State of Indiana for an amount equal to the Deficiency.

Section 11. Defeasance of Bonds. If, when any of the Bonds issued hereunder shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or any portion thereof and coupons then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of the special taxes to be levied upon all taxable property in the Park District and the bondholders shall be entitled to look only to the trust for payment of the Bonds.

Section 12. Investments. The Bond Fund shall be deposited in and maintained as a separate account or accounts from all other accounts of the City. All moneys deposited in the Bond Fund shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended or supplemented, and in the event of such investment the income therefrom shall become a part of the Bond Fund and shall be used only as provided in this resolution.

Section 13. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds (the "Code") and as an inducement to purchasers of the Bonds, the Board represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City, the Park District or another state or local governmental unit will use more than 10% of the 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 City, the Park District or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds, as the case may be. If the City enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 10% of the principal of or interest on the Bonds is (under the terms of the Bonds, this resolution or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City, the Park District or the Board) in respect of such property or borrowed money used or to be used for a private business use.

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

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

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

(f) The Board will not take any action 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 tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City or the Park District act in any other manner which would adversely affect such exclusion. The City and Park District covenant and agree not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

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

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

(i) The Board represents that, if necessary, it will rebate any arbitrage profits to the United States of America in accordance with the Code.

(j) In conjunction with the issuance of the Bonds, the Board hereby authorizes the Mayor and Controller, prior to the sale of the Bonds, to designate the Bonds, in a certificate executed by either or both of the Mayor and the Controller, as qualified tax exempt obligations as defined in Section 265(b)(3) of the Code, so long as they determine with the advice of bond counsel and the City's municipal advisor that: (a) (i) the Bonds are not private activity bonds as defined in Section 141 of the Code; and (ii) the reasonably anticipated amount of qualified tax-exempt obligations (including qualified 501 (c)(3) obligations and tax-exempt leases but excluding other private activity bonds) which will be issued by the City, and all entities subordinate to the City during 2019, including the Bonds, does not exceed \$10,000,000, or (b) the Bonds may be deemed designated as qualified tax exempt obligations pursuant to Section 265(b)(3) of the Code.

Section 14. Amendments with Consent of Bondholders. 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 issued pursuant to this resolution and then outstanding shall have the right, from time to time, anything contained in this resolution to the contrary notwithstanding, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; 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 issued pursuant to this resolution; or
- (b) A reduction in the principal amount of any Bond or the rate of interest thereon; or
- (c) The creation of a lien upon or a pledge of the special tax ranking prior to the pledges thereof created by this resolution; or
- (d) A preference or priority of any Bond or Bonds issued pursuant to this resolution over any other Bond or Bonds issued pursuant to the provisions of this resolution; or

- (e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution; or
- (f) The extension of mandatory sinking fund redemption dates, if any.

If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental resolution shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Secretary of the Board, no owner of any Bond issued pursuant to this resolution shall have any right to object to the adoption of such supplemental resolution 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 Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and all owners of Bonds issued pursuant to the provisions of this resolution then outstanding, shall thereafter be determined exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this resolution, the rights and obligations of the Board and of the owners of the Bonds authorized by this resolution, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be modified or altered in any respect with the consent of the Board and the consent of the owners of all the Bonds issued pursuant to this resolution then outstanding.

Excluding the changes set out in this Section 14(a)-(f), the Board may amend this resolution without bondholder consent if the Board determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

Section 15. Tax Exemption. Notwithstanding any other provisions of this resolution, the covenants and authorizations contained in this resolution (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the Board receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption. At the time of delivery of the Bonds, the Mayor and Controller will execute post-issuance compliance procedures with respect to the Bonds relating to continued compliance of the City and the Park District with respect to the Tax Sections to preserve the Tax Exemption.

Section 16. Continuing Disclosure. If necessary in order for the Underwriter of the Bonds to comply with the SEC Rule, the Mayor and the Controller are hereby authorized to execute and deliver, in the name of the City and on behalf of the Park District, an agreement by the City to comply with the requirements of a continuing disclosure undertaking by the City pursuant to subsection (b)(5) of the SEC Rule, and any amendments thereto from time to time (the "Continuing Disclosure Agreement"). The Board hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

Section 17. Conflicting Resolutions. All resolutions and parts of resolutions in conflict herewith are hereby repealed; provided, however, that this resolution shall not be construed as adversely affecting the rights of the owners of the Refunded Bonds.

Section 18. Severability. If any section, paragraph or provision of this resolution 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 resolution.

Section 19. Effective Date. This resolution shall be in full force and effect from and after its passage and execution.

Adopted this 13th day of August, 2019.

CITY OF MUNCIE, INDIANA
BOARD OF PARK AND RECREATION

President

Vice President

Member

Member

Member

Attest:

Secretary

EXHIBIT A

Form of Bond Purchase Agreement

CITY OF MUNCIE, INDIANA
\$ _____
PARK DISTRICT REFUNDING BONDS, SERIES 2019

BOND PURCHASE AGREEMENT

October __, 2019

The Members of the Common Council
300 N High Street
Muncie, IN 47305

Dear Members of the Common Council:

The undersigned, J.J.B. Hilliard, W.L. Lyons, LLC (the "Underwriter"), hereby offers to enter into the following agreement with the City of Muncie, Indiana (the "City") acting by and through its Board of Park and Recreation (the "Board"), which, upon acceptance of this offer, will be binding upon the City and the Underwriter. This offer is made subject to acceptance on or before 5:00 P.M. Eastern Standard Time, October __, 2019.

1. Upon the terms and conditions and upon the basis of the respective representations and covenants hereafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter all, but not less than all, of the \$ _____ in aggregate issued amount of the City of Muncie, Indiana Park District Refunding Bonds, Series 2019 (the "Bonds"). The Bonds shall be dated as of the date of delivery, shall mature in such amounts, bear interest at such rates to their stated maturities, and be subject to redemption as set forth in **Exhibit A** attached hereto and made a part hereof.

2. The initial purchase price of the Bonds shall be \$ _____ which price includes the Underwriter's discount of \$ _____, and net original issue [premium/discount] of \$ _____. The Underwriter makes the additional certifications in respect of the issue price of the Bonds as set forth in **Exhibit B** attached hereto and made a part hereof.

3. The Bonds shall be authorized and secured by, and issued under Resolution No. _____, adopted by the Board on August 13, 2019 (the "Bond Resolution"), drafted by Bose McKinney & Evans LLP, Indianapolis, Indiana, Bond Counsel, and approved by the Underwriter.

4. The City previously authorized a Preliminary Official Statement, prepared for and on behalf of the City, and deemed to be a "nearly final official statement" and other documents to be used in connection with the public offering and sale of the Bonds. The City hereby authorizes an Official Statement, prepared for and on behalf of the City, and other documents to be used in connection with the public offering and sale of the Bonds, and agrees to provide the Underwriter with sufficient copies of the Final Official Statement in accordance with SEC Rule 15c2-12. In addition, the City will enter into a Continuing Disclosure Undertaking Agreement dated as of the date of delivery of the Bonds, for the purpose of assisting the Underwriter in

complying with subsection (b)(5) of SEC Rule 15c2-12, and as an inducement to the Underwriter to assume its obligations hereunder.

5. The Bonds, registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC") and in such authorized denominations as requested by the Underwriter, shall be delivered to the Underwriter at the offices of Bond Counsel, Bose McKinney & Evans LLP, Indianapolis, Indiana, or at such other location as the Underwriter shall direct, on October __, 2019, at which time the Underwriter shall pay the payment price in full to an account or accounts specified by the City. Such delivery and payment is referred to herein as the "Closing". If the Underwriter so requests, the City shall make the Bonds available to the Underwriter and/or DTC at least one business day (or such additional days as DTC may require) before the Closing for purposes of inspection. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for failure or refusal of the Underwriter to accept delivery of and to make payment for any of the Bonds.

6. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if between the date hereof and the date of Closing, (i)(A) legislation shall be introduced in Congress, or enacted or actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House, or (B) a decision by a Federal court of the United States or the United States Tax Court shall be rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed with respect to Federal taxation upon revenues or other income to be derived by the City or upon interest on obligations of the general character of the Bonds, or (C) other actions or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the Federal or Indiana income tax or other Indiana tax consequences of any of the transactions contemplated in connection herewith, and in the reasonable judgment of the Underwriter materially adversely affects the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering price, or (ii) there shall exist in the reasonable judgment of the Underwriter any fact, or any event shall have occurred which either (A) makes untrue or incorrect any statement of a material fact or material information contained in the Official Statement, or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crises, including a financial crisis, the effect of which on the financial markets of the United States being such as would in the reasonable judgment of the Underwriter materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering price, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or a general banking moratorium shall have been declared by Federal, Indiana or New York authorities, the effect of which would, in the reasonable judgment of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices, or (v) there shall have occurred,

since the date hereof, any material adverse change in the affairs of the City from that reflected in the financial statements of the City contained in the Official Statement.

7. The City hereby represents and warrants to the Underwriter that (a) it is authorized by law to enter into this Bond Purchase Agreement and the documents herein referred to and to perform all of its obligations to consummate the transactions contemplated hereby and thereby; (b) the information contained in the Official Statement as of the Closing will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact and does not and will not omit a material fact required or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (c) the City has not been in default as to principal and interest payments on any securities at any time. The City agrees that it shall take all necessary action to authorize the execution and delivery of, and shall execute and deliver the Bonds, the Bond Resolution and any and all other agreements, certificates, and documents as may be required to consummate the transactions contemplated hereby and by the Official Statement. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to statements made therein.

8. The Underwriter hereby represents and warrants to the City that (a) the Underwriter has been duly authorized to execute this Bond Purchase Agreement, and to carry out the terms of this Bond Purchase Agreement; and (b) in the event that, from and after the date of execution of this Bond Purchase Agreement, the Underwriter sells any Bond for a price in excess of the face amount thereof, the full amount of any such excess shall be paid to the City as part of the purchase price, as set forth in paragraph 2 hereof.

9. The obligations of the Underwriter hereunder shall be subject to (a) the performance by the City of its obligations to be performed hereunder at and prior to the Closing; (b) the accuracy of the warranties and representations of the City; and (c) delivery to the Underwriter of executed counterparts of the following documents in such number as shall be reasonably required and in form and substance satisfactory to the Underwriter: (1) the Bond Resolution; (2) the unqualified approving opinion of Bond Counsel in customary market form, dated the date of Closing, relating to the due authorizations, execution, and delivery of the Bond Resolution, the Bonds (and any documents relating to the issuance and security therefor), the tax-exempt status of interest on the Bonds for Federal income tax purposes, and such other matters as are customarily provided in such opinions; and (3) such additional legal opinions, bonds, proceedings, and such other documents, including references to the provisions of the Internal Revenue Code of 1986, as amended, as Bond Counsel or the Underwriter may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy of their representations herein, the accuracy and completeness of the Official Statement as of the Closing and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

10. Incident to the issuance of the Bonds, and whether the Bonds are delivered to the Underwriter or not, the Underwriter agrees to pay the expenses of forming and managing a national selling group, the fees of any counsel retained by the Underwriter, any advertising in connection with selling the Bonds, the costs of registering the Bonds or confirming exceptions

from registration in any jurisdiction and the costs of preparing Blue Sky and Legal Investment Memoranda, MSRB fees and other out-of-pocket expenses. The City shall pay, or cause to be paid, from the proceeds of the sale of the Bonds the fees and disbursements of Bond Counsel, counsel to the City, financial advisor/verification agent to the City, the cost of preparing, printing and distribution of the Preliminary Official Statement and the Final Official Statement, the fees of the rating agencies, the cost of printing and delivery of definitive Bonds, and the costs and expenses of the issuance and delivery of the Bonds.

11. All representations, warranties, and agreements of the City shall remain in full force and effect regardless of any investigations made by or on behalf of the Underwriter and shall survive the Closing.

12. No recourse under or upon any obligatory covenant or agreement contained in this Bond Purchase Agreement or to be implied therefrom shall be had against any officer, trustee, employees agent or representative of the City; and no personal liability whatsoever shall attach to or be incurred by the present or any future officers, directors, employees, agents or representatives of the City by reason of any of the obligations, covenants or agreements contained or this Bond Purchase Agreement, or to be implied therefrom.

13. Any notice or other communication to be given to the City shall be given by delivering the same in writing at the address set forth above and any notice or other communication to be given to the Underwriter shall be given in writing to J.J.B. Hilliard, W.L. Lyons, LLC, 10 West Market Street, Suite 2450, Indianapolis, Indiana 46204, Attn: Landon Boehm, Senior Vice President.

This Bond Purchase Agreement is made solely for the benefit of the parties hereto, and no other person, including any holders of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

The approval and acceptance of this offer by the City, as evidenced by the execution of the acceptance clause below, shall cause this document to constitute a contract for the sale by the City and the purchase by the Underwriter of the herein-described Bonds, subject to and in accordance with the terms and conditions herein outlined and established.

Respectfully submitted,

J.J.B. HILLIARD, W.L. LYONS, LLC, as
Underwriter

By: _____

(Signature Page to Bond Purchase Agreement)

Accepted by the City of Muncie, Indiana, this ___ day of October, 2019.

CITY OF MUNCIE, INDIANA

[SEAL]

By: _____
Dennis Tyler, Mayor

ATTEST:

By: _____
Kevin Nemyer, Controller

EXHIBIT A

Designation: City of Muncie, Indiana
Park District Refunding Bonds, Series 2019

Principal Amount: \$ _____

Dated: October __, 2019

Denominations: \$5,000 or any integral multiple thereof

Maturities and Interest Rates: Maturing semiannually on January 15 and July 15, with interest payable semiannually on January 15 and July 15 of each year, commencing January 15, 2020, on the dates and amounts and with interest rates, as shown below

<u>Maturity</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$	%

*Term Bond

The Bonds maturing on _____ 15, 20__ are subject to mandatory sinking fund redemption prior to maturity on the dates and in the amounts set forth below at a price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption:

Term Bond

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

* Final Maturity

Optional Redemption: [_____]

EXHIBIT B

§ _____
CITY OF MUNCIE, INDIANA
PARK DISTRICT REFUNDING BONDS, SERIES 2019

The undersigned, on behalf of J.J.B. Hilliard, W.L. Lyons, LLC (“Hilliard”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***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 was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Hilliard 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) As set forth in the Bond Purchase Agreement, Hilliard has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it 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 retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail 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.

3. ***Bond Yield.*** The yield on the Bonds is _____% (the “Bond Yield”), as shown in Schedule C. For purposes of this certificate, “yield” means the rate of interest which discounts the unconditionally payable payments of principal of and interest on the Bonds to an amount equal to the aggregate issue price of the Bonds (determined in accordance with paragraphs 1 and 2 hereof) on the date hereof, adjusted as described in paragraph 4 hereof with respect to Premium Bonds (as defined herein).

4. ***Premium Bonds.*** No Bonds of any maturity, other than the Bonds maturing on _____ 15, 20__ and _____ 15, 20__ (collectively, the “Premium Bonds”), were issued at an issue price (determined in accordance with paragraph 1 hereof) that exceeds the stated redemption price at maturity by more than $\frac{1}{4}$ of 1% multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date for the Bonds of such maturity (which is more than five years from the date of the issuance of the Bonds). The optional redemption date that would produce the lowest yield on the

Premium Bonds of each maturity, if such Premium Bonds were treated as redeemed at their stated redemption prices on such date, is _____ 15, 20__, as shown on Schedule D. The Bond Yield was computed as if the Premium Bonds matured on _____ 15, 20__.]

5. *Weighted Average Maturity.* The weighted average maturity of the Bonds is _____ years, as shown in Schedule D. For purposes of this certificate, the “weighted average maturity of the Bonds” means the sum of the products of the issue price (determined in accordance with paragraphs 1 and 2 hereof) of the Bonds of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions) divided by the issue price (determined in accordance with paragraphs 1 and 2 hereof) of the Bonds of all maturities, exclusive of any accrued interest.

6. *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 (October __, 2019), or (ii) the date on which Hilliard has 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 City of Muncie, Indiana acting by and through its Board of Park and Recreation.

(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 October __, 2019.

(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

retail 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 Hilliard'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 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 Bose McKinney & Evans LLP 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, and other federal income tax advice that it may give to the Issuer and the Commission from time to time relating to the Bonds.

**J.J.B. HILLIARD, W.L. LYONS, LLC,
as Underwriter**

By: _____

Name: _____

Title: _____

Dated: October __, 2019

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

GENERAL RULE MATURITIES

HOLD-THE-OFFERING-PRICE MATURITIES

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

SCHEDULE C
BOND YIELD
(Attached)

SCHEDULE D
WEIGHTED AVERAGE MATURITY
(Attached)

EXHIBIT B

Form of Escrow Agreement

ESCROW AGREEMENT

BETWEEN

THE

**CITY OF MUNCIE, INDIANA,
FOR AND ON BEHALF OF THE
MUNCIE PARK AND RECREATION DISTRICT**

AND

As Escrow Agent

PARK DISTRICT REFUNDING BONDS, SERIES 2019

Dated _____, 2019

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") made and entered into as of _____, 2019, by and between the City of Muncie, Indiana, for and on behalf of the Muncie Park and Recreation District (the "Issuer"), a special taxing district duly organized and existing under the laws of the State of Indiana and _____ (the "Escrow Agent"), a [national][state] banking association organized under the laws of the [United States of America][State of Indiana], having its principal corporate trust office in _____, Indiana, as Escrow Agent under this Escrow Agreement with the Issuer.

WITNESSETH

WHEREAS, Indiana Code, Title 5, Article 1, Chapter 5 (the "Act"), has been enacted by the legislature of the State of Indiana; and

WHEREAS, the Act declares that the refunding of bonds to effect a savings for the Issuer or to relieve the Issuer of restrictive covenants which impede additional financings and the issuance of refunding bonds to accomplish the refunding constitute a public purpose; and

WHEREAS, the Act provides that the proceeds of the refunding bonds may be secured by a trust agreement between the Issuer and a corporate trustee; and

WHEREAS, the execution and delivery of this Escrow Agreement has been in all respects duly and validly authorized by Resolution No. ___ duly passed and approved by the City of Muncie Board of Parks and Recreation on August 13, 2019 (the "Resolution"); and

WHEREAS, the Issuer has heretofore issued, pursuant to its Resolution adopted on July 20, 2010 (as amended, the "2010 Resolution"), its Park District Bonds of 2011, dated March 17, 2011, in the total amount of \$2,000,000, of which \$1,410,000 in principal amount is now outstanding (the "Refunded Bonds"); and

WHEREAS, the Issuer has concurrently with the execution and delivery of this Escrow Agreement, executed, issued and delivered pursuant to the Resolution, its Park District Refunding Bonds, Series 2019 (the "2019 Bonds") in the principal amount of \$_____, and the Issuer has deposited with the Escrow Agent (a) certain hereinafter described securities or evidences thereof in the amount of \$_____ (the "Government Obligations") purchased from proceeds of the 2019 Bonds in the amount of \$_____ and (b) cash in the amount of \$_____ funded from proceeds of the 2019 Bonds (the "Cash Requirement"), in a total amount sufficient to pay the Refunded Bonds from the date of delivery of the 2019 Bonds to January 15, 2020, the earliest redemption date of the Refunded Bonds, with accrued interest to such date;

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in order to secure the payment of the principal of and interest on the Refunded Bonds according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Refunded Bonds and 2019 Bonds, and for and in consideration of the mutual covenants herein contained, and of the acceptance by the Escrow Agent of the trust hereby created, the Issuer has executed and delivered this Escrow Agreement.

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Refunded Bonds and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Escrow Agreement, and for the equal and ratable benefit and security of all and singular the owners of all Refunded Bonds without preference, priority or distinction as to lien or otherwise of any one Refunded Bond or as between principal and interest; and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Refunded Bonds are to be paid, and the trusts and conditions upon which the pledged Government Obligations and Cash Requirement are to be held and disbursed, are as follows:

1. The Escrow Agent acknowledges receipt from the Issuer of the Government Obligations as set forth in Exhibit A attached hereto, together with the Cash Requirement, to be applied on the principal of and interest on the Refunded Bonds in accordance with the schedule set forth in Exhibit B attached hereto. The Government Obligations have been deposited with the Escrow Agent and will bear interest at such rates and will mature at such times and in such amounts so that, when paid according to their respective terms, together with the Cash Requirement, sufficient moneys will be available for the payment of principal of and interest on the Refunded Bonds until January 15, 2020, the earliest date upon which the Refunded Bonds may be called for redemption, and the cost of redeeming the Refunded Bonds at a redemption price of 100% of principal amount.

2. (a) A Trust Account is created hereby for the Refunded Bonds (the "Trust Account"). For purposes of securing payment for the Refunded Bonds, the Government Obligations and the Cash Requirement will be held in trust by the Escrow Agent in the Trust Account and such Government Obligations on deposit with the Escrow Agent, including interest to be earned thereon, together with the Cash Requirement, are pledged solely and irrevocably for the benefit of the owners of the Refunded Bonds. Pursuant to this Section, the Issuer irrevocably instructs the Escrow Agent to duly call the Refunded Bonds on or before December 16, 2019 for redemption on January 15, 2020, and the Escrow Agent hereby agrees to follow this instruction.

(b) The Escrow Agent and the Issuer agree to redeem on January 15, 2020, all outstanding Refunded Bonds due on January 15, 2021 and thereafter. The Escrow Agent shall complete the notice attached as Exhibit C and mail the notice to all registered owners of the Refunded Bonds at least thirty (30) days prior to January 15, 2020, substantially in the form

attached to this Escrow Agreement as Exhibit C. [The Escrow Agent serves as the paying agent for the Refunded Bonds and shall effectuate timely payments under this Escrow Agreement.]

(c) Any balance remaining in the Trust Account after payment of all the Refunded Bonds shall be deposited with the Issuer and used by the Issuer to pay debt service on the 2019 Bonds.

(d) The mathematical calculations of the adequacy of the Trust Account to fully provide for all payments enumerated in this Escrow Agreement will be computed at the time of delivery of the 2019 Bonds by Baker Tilly Virchow Krause, LLP.

3. The Issuer covenants that the proceeds from the sale of the 2019 Bonds, any moneys attributable to the proceeds of the 2019 Bonds or the Refunded Bonds, amounts received from the investment of the proceeds of the 2019 Bonds, any other amounts treated as proceeds of the 2019 Bonds under the applicable provisions of the Internal Revenue Code of 1986 as existing on the date of the issuance of the 2019 Bonds (the "Code"), to the extent applicable to the 2019 Bonds or held in funds or accounts under the 2010 Resolution or the Resolution, shall not be invested or otherwise used in a manner which would cause the 2019 Bonds to be "arbitrage bonds" within the meaning of the Code and the regulations and rulings promulgated thereunder.

4. The Escrow Agent hereby accepts the trusts imposed upon it by this Escrow Agreement and agrees to perform these trusts as a corporate trustee ordinarily would perform such trusts under a corporate indenture. The Escrow Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all compensation to all such attorneys, certified public accountants, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Escrow Agent may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer). The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

The Escrow Agent shall be entitled to payment and/or reimbursement in accordance with the schedule attached hereto as Exhibit D in connection with services under this Escrow Agreement including costs incurred under the preceding paragraph. Such fees shall not constitute a lien against the Trust Account. If, after the Refunded Bonds are paid, there are insufficient funds to pay such fees, the Issuer is responsible for the payment of such Escrow Agent fees and paying agent fees.

5. The Escrow Agent shall have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the Government Obligations in the Trust Account and to substitute other Government Obligations of equal or greater security identified in the Verification Report therefor provided that the Escrow Agent shall receive (i) the unqualified opinion of nationally recognized municipal bond attorneys prior to any such actions to the effect that such

disposition and substitution would not cause any of the Refunded Bonds or the 2019 Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, or any other regulations and rulings to the extent applicable to the Refunded Bonds of the 2019 Bonds; and (ii) the unqualified opinion of a certified public accountant or a firm of certified public accountants to the effect that such disposition and substitution shall not reduce the sufficiency and adequacy of the Trust Account to fully provide for all payments enumerated in this Escrow Agreement.

6. This Escrow Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Issuer, provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement, in their sole judgment and discretion, as shall not materially adversely affect the rights of such holders, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers, security or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and (iii) to include under this Escrow Agreement additional funds, securities or properties.

7. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

8. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

9. This Escrow Agreement shall be construed and enforced under the laws of the State of Indiana, without regard to conflict of law principles.

10. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Escrow Agreement, shall be a legal holiday or a day on which banking institutions in the City in which is located the principal office of the Escrow Agent are authorized by law to remain 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 authorized to remain closed, with the same force and effect as if done on the nominal date provided in this Escrow Agreement, and no interest shall accrue for the period after such nominal date.

11. This Escrow Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the Issuer.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed for and on their behalf the day and year first hereinabove written.

CITY OF MUNCIE, INDIANA

Dennis Tyler, Mayor

Kevin Nemyer, Controller

[SEAL]

By: _____

Printed: _____

Title: _____

Attest:

By: _____

EXHIBIT A

Attached to and made a part of the
Escrow Agreement executed by the
City of Muncie, Indiana and
_____, as Escrow Agent
Dated _____, 2019

SCHEDULE OF GOVERNMENT OBLIGATIONS

<u>Type</u>	<u>Maturity Date</u>	<u>Amount</u>	<u>Coupon Rate</u>
SLGS	01/15/2020	\$ _____	_____%

Cash in the amount of \$ _____

EXHIBIT B

PAYMENT OF PRINCIPAL AND INTEREST
ON REFUNDED BONDS

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Redemption Premium</u>	<u>Total Payment</u>
01/15/2020	\$1,410,000	\$ _____	\$0.00	\$ _____

EXHIBIT C

**NOTICE OF REDEMPTION TO THE HOLDERS OF THE
CITY OF MUNCIE
PARK DISTRICT PARK BONDS OF 2011**

NOTICE IS HEREBY GIVEN to the registered owners of the _____ Dollars (\$_____) in aggregate principal amount of Park District Park Bonds of 2011, of the City of Muncie, Indiana, dated March 17, 2011, and maturing annually on January 15, 2021 through January 15, 2030, inclusive (the "Bonds"), that the Bonds will be redeemed on January 15, 2020, at the price of one hundred percent (100%) of the par amount thereof (the "Redemption Price"), plus accrued and unpaid interest to January 15, 2020.

Payment of the Redemption Price of and accrued interest on the Bonds will be made upon presentation and surrender of the Bonds at the corporate trust operations office of _____.

The Bonds will cease to bear interest on January 15, 2020, whether or not presented for payment on that date.

Dated this ____ day of December, 2019.

Mail to registered owners at least thirty (30) days prior to January 15, 2020.

EXHIBIT D

ESCROW AGENT FEES