

**Westfield City Council Members**

Scott Willis, (District 1)  
Jake Gilbert, (District 2)  
Mike Johns, (District 5)  
Troy Patton, (At Large)  
Joe Edwards, (District 3)  
Cindy L. Spoljaric, (At Large)  
Scott Frei, (District 4)



***CITY OF WESTFIELD, IN***  
***CityCouncil\_Meeting\_Agenda\_10\_11\_2021***

*Monday, October 11, 2021 at 07:00 PM*

**BOARD OR COMMISSION: City Council Meeting**

**MEETING DATE: Monday, October 11, 2021 at 07:00 PM**

**MEETING PLACE: Westfield City Hall- Assembly Room**

***THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF  
THE COUNCIL***

**AGENDA**

**Pledge of Allegiance**

**Invocation by Tim Ayers, Pastor at Grace Church**

**Opening of Meeting**

**Note the presence of a quorum**

**Announce any changes to Agenda**

**Approval of Minutes:**

**Documents: [Meeting Minutes September 27, 2021](#)**

**Claims:**

**Documents: [Docket for October 11, 2021](#)**

**Approval of Claims**

**Miscellaneous Business/Special Recognition:**

**Presentation by- Caleb King, Westfield High School Football Kicker/Promoting  
Cancer for Klds**

**Old Business:**

**Ordinance 21-37: Amending Westfield Parks & Trails Rules and Procedures**

**Council Introduction:** August 9, 2021

**Adoption Consideration:** October 11, 2021

**Documents:** [Ordinance 21-37](#)

**Ordinance 21-39: Midland South PUD Amendment**

**Council Introduction:** September 13, 2021

**APC Public Hearing:** October 4, 2021

**APC Recommendation:** October 4, 2021

**Adoption Consideration:** October 11, 2021

**Documents:** [Ordinance 21-39](#) | [Department Report](#)

**Ordinance 21-41: City of Westfield, In 2022 Budget**

**Council Introduction:** September 13, 2021

**Public Hearing:** September 27, 2021

**Adoption Consideration:** October 11, 2021

**Documents:** [2022 Budget Form 3](#) | [Westfield Sustainability Report](#) | [Summary of Proposed Cuts](#)

**Ordinance 21-42: Appropriation of Additional Funds**

**Council Introduction:** September 27, 2021

**Public Hearing:** October 11, 2021

**Adoption Consideration:** October 11, 2021

**Documents:** [Ordinance 21-42](#)

**Ordinance 21-43: Westfield Public Library 2022 Budget**

**Council Introduction:** September 13, 2021

**Public Hearing:** September 27, 2021

**Adoption Consideration:** October 11, 2021

**Documents:** [Ordinance 21-43](#)

**New Business:**

**Ordinance 21-45: Town Run PUD**

**Council Introduction:** October 11, 2021

**APC Public Hearing:** November 3, 2021

**APC Recommendation:** December 6, 2021

**Adoption Consideration:** October 13, 2021

**Documents:** [Ordinance 21-45](#) | [Vicinity Maps](#) | [Concept Plan](#) | [Mixed Use Hub Illustrative Images](#) | [Town Home Elevations](#) | [Narrative Statement](#)

**Ordinance 21-47: Courtyards at Spring Mill PUD**

**Council Introduction:** October 11, 2021

**APC Public Hearing:** November 3, 2021

**APC Recommendation:** December 6, 2021



**Adoption Consideration: December 13, 2021**

**Documents:** [Location Map](#) | [Project Narrative](#) | [Ordinance 21-47](#) | [Site Exhibits](#) | [Home Product Examples](#) | [Landscaping Exhibits](#) | [Courtyards-Presentation Slides](#)

**Resolution 21-134: Determining Need & Approving Form of Lease (Fire Station 81)**

**Adoption Consideration: October 11, 2021**

**Documents:** [Resolution 21-134](#)

**Ordinance 21-46: Approving Building Corporation, Authorizing Execution of Lease, Authorizing Sale of Certain Real Estate, and Approving the Issuance of Bonds & Related Matters**

**Council Introduction: October 11, 2021**

**Public Hearing: October 25, 2021**

**Adoption Consideration: October 25, 2021**

**Documents:** [Ordinance 21-46](#) | [Westfield 2021 Fire Station Lease-Trust Indenture](#) | [Westfield 2021 Fire Station Lease-Building Corporation Lease](#) | [Westfield Fire Station Bonds Debt Service and Max Lease Payment Schedule](#)

**Ordinance 21-48: Authorizing the Creation of an American Rescue Plan Act Plan & Appropriating Money From the City of Westfield ARP Coronavirus Local Fiscal Recovery Fund**

**Council Introduction: October 11, 2021**

**Public Hearing: October 25, 2021**

**Adoption Consideration: October 25, 2021**

**Documents:** [Ordinance 21-48](#)

**Guests:**

**Residents who wish to address the Council.**

**Clerk's Treasurer Comments**

**City Council Comments**

**Mayor Comments**

**Adjourn**

# Budget Form 1 - Budget Estimate

Year: 2022 County: Hamilton Unit: Westfield Public Library

| Fund             | Department    | Category             | Sub-Category                     | Line Item Code | Line Item                                      | Published | Adopted   |
|------------------|---------------|----------------------|----------------------------------|----------------|------------------------------------------------|-----------|-----------|
| 0061 - RAINY DAY | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages               |                | Asst.Director/AdminAsst/Foundati<br>onDirector | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | PERSONAL SERVICES    | Employee Benefits                |                | Employer's Share FICA                          | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SUPPLIES             | Operating Supplies               |                | Operating Supplies                             | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | ADULT EAUDIO                                   | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | INSURANCE                                      | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | JUVENILE EBOOKS                                | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | Other Software                                 | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | Printing/Advertising                           | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | Professional Services                          | \$150,000 | \$150,000 |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | SUBSCRIPTION DATABASES                         | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | YA EAUDIO                                      | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | YA EBOOKS                                      | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Communication and Transportation |                | Telephone/PocketWIFI                           | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Utility Services                 |                | Electricity                                    | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Utility Services                 |                | Gas                                            | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Repairs and Maintenance          |                | MAINTENANCE AND REPAIRS                        | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Repairs and Maintenance          |                | Service Contracts                              | \$200,000 | \$200,000 |
| 0061 - RAINY DAY | NO DEPARTMENT | SERVICES AND CHARGES | Rentals                          |                | RENTALS                                        | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | CAPITAL OUTLAYS      | Land                             |                | TEEN AUDIO                                     | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media            |                | ADULT AUDIO                                    | \$0       | \$0       |
| 0061 - RAINY DAY | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media            |                | BOOKS - ADULT                                  | \$0       | \$0       |

| Fund                   | Department    | Category             | Sub-Category            | Line Item Code | Line Item                               | Published | Adopted   |
|------------------------|---------------|----------------------|-------------------------|----------------|-----------------------------------------|-----------|-----------|
| 0061 - RAINY DAY       | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media   |                | BOOKS - CHILDREN                        | \$0       | \$0       |
| 0061 - RAINY DAY       | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media   |                | BOOKS - TEEN                            | \$0       | \$0       |
| 0061 - RAINY DAY       | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media   |                | DVDS                                    | \$0       | \$0       |
| 0061 - RAINY DAY       | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media   |                | JUVENILE AUDIO                          | \$0       | \$0       |
| 0061 - RAINY DAY       | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media   |                | NEWSPAPERS &PERIODICALS                 | \$0       | \$0       |
| 0061 - RAINY DAY       | NO DEPARTMENT | PROPERTY TAX CAP     | Property Tax Cap Impact |                | Property Tax Cap Impact                 | \$0       | \$0       |
| 0061 - RAINY DAY Total |               |                      |                         |                |                                         | \$350,000 | \$350,000 |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages      |                | Adult/Technical Services                | \$198,000 | \$198,000 |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages      |                | Assistant Director/Bookkeeper           | \$97,500  | \$97,500  |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages      |                | Library Foundation Executive Director   | \$36,000  | \$36,000  |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages      |                | Library Pages/Interns                   | \$30,000  | \$30,000  |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages      |                | Salary of Assistants                    | \$180,000 | \$180,000 |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages      |                | Salary of Librarian                     | \$92,200  | \$92,200  |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Salaries and Wages      |                | Youth Services                          | \$151,000 | \$151,000 |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Employee Benefits       |                | Employer's Contribution-Group Insurance | \$54,000  | \$54,000  |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Employee Benefits       |                | Employer's Contribution-PERF            | \$13,100  | \$13,100  |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Employee Benefits       |                | Employer's Share-FICA                   | \$60,100  | \$60,100  |
| 0101 - GENERAL         | NO DEPARTMENT | PERSONAL SERVICES    | Employee Benefits       |                | Unemployment Compensation               | \$0       | \$0       |
| 0101 - GENERAL         | NO DEPARTMENT | SUPPLIES             | Office Supplies         |                | Adult Programming                       | \$3,000   | \$3,000   |
| 0101 - GENERAL         | NO DEPARTMENT | SUPPLIES             | Office Supplies         |                | Children's/YA Programming               | \$2,000   | \$2,000   |
| 0101 - GENERAL         | NO DEPARTMENT | SUPPLIES             | Office Supplies         |                | Other Office Supplies                   | \$15,000  | \$15,000  |
| 0101 - GENERAL         | NO DEPARTMENT | SUPPLIES             | Operating Supplies      |                | Other Operating Supplies                | \$3,000   | \$3,000   |
| 0101 - GENERAL         | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services   |                | Bank/Credit Card Fee                    | \$1,500   | \$1,500   |

| Fund           | Department    | Category             | Sub-Category                     | Line Item Code | Line Item                             | Published | Adopted  |
|----------------|---------------|----------------------|----------------------------------|----------------|---------------------------------------|-----------|----------|
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | EResources                            | \$34,000  | \$34,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | Fire Protection                       | \$1,500   | \$1,500  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | Other Professional Services           | \$20,000  | \$20,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | Other Software                        | \$10,000  | \$10,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Professional Services            |                | Subscription Databases                | \$15,000  | \$15,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Communication and Transportation |                | Postage                               | \$3,500   | \$3,500  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Communication and Transportation |                | Professional Meetings                 | \$3,500   | \$3,500  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Communication and Transportation |                | Telephone and Internet                | \$10,000  | \$10,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Communication and Transportation |                | Traveling Expense                     | \$3,000   | \$3,000  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Printing and Advertising         |                | Printing (Other than Office Supplies) | \$2,000   | \$2,000  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Insurance                        |                | Building Insurance/WC                 | \$16,000  | \$16,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Insurance                        |                | Official Bonds                        | \$1,000   | \$1,000  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Utility Services                 |                | Electricity                           | \$51,000  | \$51,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Utility Services                 |                | Gas                                   | \$15,000  | \$15,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Utility Services                 |                | Waste Disposal Services               | \$3,500   | \$3,500  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Utility Services                 |                | Water/Sewer/FireProtection            | \$6,500   | \$6,500  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Repairs and Maintenance          |                | Equipment                             | \$45,500  | \$45,500 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Repairs and Maintenance          |                | Service Contracts                     | \$61,000  | \$61,000 |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Rentals                          |                | Equipment                             | \$5,400   | \$5,400  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Other Services and Charges       |                | Dues                                  | \$1,300   | \$1,300  |
| 0101 - GENERAL | NO DEPARTMENT | SERVICES AND CHARGES | Other Services and Charges       |                | Taxes and Assessments                 | \$900     | \$900    |

| Fund                      | Department    | Category             | Sub-Category                               | Line Item Code | Line Item                | Published   | Adopted     |
|---------------------------|---------------|----------------------|--------------------------------------------|----------------|--------------------------|-------------|-------------|
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Land                                       |                | LAND AND BUILDINGS       | \$0         | \$0         |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Land                                       |                | Other                    | \$400,000   | \$400,000   |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Improvements Other Than Building           |                | Furniture and Equipment  | \$18,000    | \$18,000    |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | Books - Adult            | \$40,000    | \$40,000    |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | Books - Juvenile         | \$30,000    | \$30,000    |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | Books - Teen             | \$8,000     | \$8,000     |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | Compact Disc/Adult Audio | \$3,000     | \$3,000     |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | DVDs                     | \$7,500     | \$7,500     |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | Juvenile Audio           | \$2,000     | \$2,000     |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | Newspapers & Periodicals | \$6,100     | \$6,100     |
| 0101 - GENERAL            | NO DEPARTMENT | CAPITAL OUTLAYS      | Books and Other Media                      |                | YA AUDIO                 | \$2,000     | \$2,000     |
| 0101 - GENERAL            | NO DEPARTMENT | PROPERTY TAX CAP     | Property Tax Cap Impact                    | 201000         | Property Tax Impact      | \$0         | \$0         |
| 0101 - GENERAL Total      |               |                      |                                            |                |                          | \$1,762,600 | \$1,762,600 |
|                           |               |                      |                                            |                |                          |             |             |
| 0180 - DEBT SERVICE       | NO DEPARTMENT | SERVICES AND CHARGES | Other Services and Charges                 |                | Debt Service Payment     | \$1,348,000 | \$1,348,000 |
| 0180 - DEBT SERVICE       | NO DEPARTMENT | SERVICES AND CHARGES | Other Services and Charges                 |                | Fees                     | \$2,000     | \$2,000     |
| 0180 - DEBT SERVICE       | NO DEPARTMENT | DEBT SERVICE         | Payments on Bonds and Other Debt Principal |                | Debt Service Payments    | \$0         | \$0         |
| 0180 - DEBT SERVICE Total |               |                      |                                            |                |                          | \$1,350,000 | \$1,350,000 |
|                           |               |                      |                                            |                |                          |             |             |
| UNIT TOTAL                |               |                      |                                            |                |                          | \$3,462,600 | \$3,462,600 |

## Budget Form 2 - Estimate of Miscellaneous Revenue

Year: 2022 County: Hamilton Unit: 0079 - Westfield Public Library

| Fund                                  | Revenue Code | Revenue Name                                      | July 1 - December 31, 2021 | January 1 - December 31, 2022 |
|---------------------------------------|--------------|---------------------------------------------------|----------------------------|-------------------------------|
| 0061 - RAINY DAY                      | R902         | Earnings on Investments and Deposits              | \$0                        | \$0                           |
| 0061 - RAINY DAY                      | R910         | Transfers In - Transferred from Another Fund      | \$0                        | \$0                           |
| 0061 - RAINY DAY                      | R912         | Interfund Loans - Repayment from Another Fund     | \$1,659                    | \$0                           |
| 0061 - RAINY DAY                      | R913         | Other Receipts                                    | \$104,255                  | \$0                           |
| RAINY DAY                             |              |                                                   | <b>\$105,914</b>           | <b>\$0</b>                    |
| 0101 - GENERAL                        | R112         | Financial Institution Tax Distribution            | \$8                        | \$16                          |
| 0101 - GENERAL                        | R114         | Vehicle/Aircraft Excise Tax Distribution          | \$26,924                   | \$56,188                      |
| 0101 - GENERAL                        | R135         | Commercial Vehicle Excise Tax Distribution (CVET) | \$2,940                    | \$6,270                       |
| 0101 - GENERAL                        | R138         | Local Income Tax (LIT) Certified Shares           | \$301,443                  | \$650,924                     |
| 0101 - GENERAL                        | R409         | Document and Copy Fees                            | \$2,000                    | \$4,000                       |
| 0101 - GENERAL                        | R503         | Other Fines and Forfeitures                       | \$2,000                    | \$4,000                       |
| 0101 - GENERAL                        | R902         | Earnings on Investments and Deposits              | \$150                      | \$300                         |
| 0101 - GENERAL                        | R910         | Transfers In - Transferred from Another Fund      | \$0                        | \$0                           |
| GENERAL                               |              |                                                   | <b>\$335,465</b>           | <b>\$721,698</b>              |
| 0180 - DEBT SERVICE                   | R112         | Financial Institution Tax Distribution            | \$3                        | \$20                          |
| 0180 - DEBT SERVICE                   | R114         | Vehicle/Aircraft Excise Tax Distribution          | \$9,255                    | \$76,063                      |
| 0180 - DEBT SERVICE                   | R135         | Commercial Vehicle Excise Tax Distribution (CVET) | \$1,163                    | \$8,049                       |
| DEBT SERVICE                          |              |                                                   | <b>\$10,421</b>            | <b>\$84,132</b>               |
| 0079 - WESTFIELD PUBLIC LIBRARY Total |              |                                                   | <b>\$451,800</b>           | <b>\$805,830</b>              |

## NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at [www.budgetnotices.in.gov](http://www.budgetnotices.in.gov) or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **Westfield City Hall, 130 Penn ST Westfield, IN 46074.**

Notice is hereby given to taxpayers of **WESTFIELD PUBLIC LIBRARY, Hamilton County**, Indiana that the proper officers of **Westfield City Council** will conduct a public hearing on the year **2022** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Westfield City Council** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Westfield City Council** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Westfield City Council** will meet to adopt the following budget:

|                                     |                                                                               |                           |                                                                               |
|-------------------------------------|-------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------|
| Public Hearing Date                 | Monday, September 27, 2021                                                    | Adoption Meeting Date     | Monday, October 11, 2021                                                      |
| Public Hearing Time                 | 7:00 PM                                                                       | Adoption Meeting Time     | 7:00 PM                                                                       |
| Public Hearing Location             | Westfield City Hall -<br>Assembly Room, 130<br>Penn ST Westfield, IN<br>46074 | Adoption Meeting Location | Westfield City Hall -<br>Assembly Room, 130<br>Penn ST Westfield, IN<br>46074 |
| Estimated Civil Max Levy            | \$914,106                                                                     |                           |                                                                               |
| Property Tax Cap Credit<br>Estimate | \$162,500                                                                     |                           |                                                                               |

| 1<br>Fund Name    | 2<br>Budget Estimate | 3<br>Maximum Estimated Funds<br>to be Raised (including<br>appeals and levies exempt<br>from maximum levy<br>limitations) | 4<br>Excessive Levy<br>Appeals | 5<br>Current Tax Levy | 6<br>Levy<br>Percentage<br>Difference<br>(Column 3 /<br>Column 5) |
|-------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------------|
| 0061-RAINY DAY    | \$350,000            | \$0                                                                                                                       | \$0                            | \$0                   |                                                                   |
| 0101-GENERAL      | \$1,762,600          | \$1,000,000                                                                                                               | \$50,000                       | \$837,517             | 19.40%                                                            |
| 0180-DEBT SERVICE | \$1,350,000          | \$1,300,000                                                                                                               | \$0                            | \$331,365             | 292.32%                                                           |
| Totals            | \$3,462,600          | \$2,300,000                                                                                                               | \$50,000                       | \$1,168,882           |                                                                   |

**Budget Estimate - Financial Statement-Proposed Tax Rate****Taxing Unit:** 0079 - WESTFIELD PUBLIC LIBRARY**Fund Name:** 0061 - RAINY DAY**County:** 29 - Hamilton County**Year:** 2022

| <b>July to December - 2021</b>                                   |                  |
|------------------------------------------------------------------|------------------|
| <b>Cash Balance and Revenues</b>                                 |                  |
| 1. June 30th Cash Balance                                        | \$389,713        |
| 2. Property Taxes To be Collected                                | \$0              |
| 3. Miscellaneous Revenue                                         | \$105,914        |
| <b>4. Total Cash and Revenues</b>                                | <b>\$495,627</b> |
| <b>Expenses</b>                                                  |                  |
| 5. Necessary Expenditures                                        | \$24,309         |
| 6. Additional Appropriations                                     | \$0              |
| 7. Outstanding Temporary Loans and Transfers                     | \$0              |
| 7a). Transfers Out and Outstanding Temporary Loans               | \$0              |
| 7b). Reserved                                                    | \$0              |
| 7c). School Transfers                                            |                  |
| <b>8. Total Expenses required</b>                                | <b>\$24,309</b>  |
| <b>9. Estimated December 31st 2021 Cash Balance (Line 4 - 8)</b> | <b>\$471,318</b> |

| <b>Budget Year - 2022</b>                                   |                          |                       |
|-------------------------------------------------------------|--------------------------|-----------------------|
| <b>Revenues</b>                                             | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
| 10. Reserved for DLGF Application of Levy Excess            |                          |                       |
| 11. Property Tax Levy                                       |                          |                       |
| 12. Property Tax Cap Impact                                 |                          |                       |
| 13. Miscellaneous                                           | \$0                      | \$0                   |
| <b>14. Budget Year Total Revenues</b>                       | <b>\$0</b>               | <b>\$0</b>            |
| <b>Expenses</b>                                             | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
| 15. 2022 Budget Estimate                                    | \$350,000                | \$350,000             |
| 16. Outstanding Temporary Loans and Transfers               | \$0                      | \$0                   |
| 16a). Transfers Out and Outstanding Temporary Loans         | \$0                      | \$0                   |
| 16b). Reserved                                              | \$0                      | \$0                   |
| 16c). School Transfers                                      |                          |                       |
| <b>17. Total 2022 Expenses</b>                              | <b>\$350,000</b>         | <b>\$350,000</b>      |
| <b>18. Operating Balance - Estimated December 31st 2022</b> |                          |                       |
| <b>Cash Balance (Line 9 + 14 - 17)</b>                      | <b>\$121,318</b>         | <b>\$121,318</b>      |

|                    | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
|--------------------|--------------------------|-----------------------|
| Net Assessed Value |                          |                       |
| Property Tax Rate  |                          |                       |



**Budget Estimate - Financial Statement-Proposed Tax Rate****Taxing Unit:** 0079 - WESTFIELD PUBLIC LIBRARY**Fund Name:** 0101 - GENERAL**County:** 29 - Hamilton County**Year:** 2022

| <b>July to December - 2021</b>                                   |                    |
|------------------------------------------------------------------|--------------------|
| <b>Cash Balance and Revenues</b>                                 |                    |
| 1. June 30th Cash Balance                                        | \$491,680          |
| 2. Property Taxes To be Collected                                | \$307,970          |
| 3. Miscellaneous Revenue                                         | \$335,465          |
| <b>4. Total Cash and Revenues</b>                                | <b>\$1,135,115</b> |
| <b>Expenses</b>                                                  |                    |
| 5. Necessary Expenditures                                        | \$664,208          |
| 6. Additional Appropriations                                     | \$0                |
| 7. Outstanding Temporary Loans and Transfers                     | \$0                |
| 7a). Transfers Out and Outstanding Temporary Loans               | \$0                |
| 7b). Reserved                                                    | \$0                |
| 7c). School Transfers                                            | \$0                |
| <b>8. Total Expenses required</b>                                | <b>\$664,208</b>   |
| <b>9. Estimated December 31st 2021 Cash Balance (Line 4 - 8)</b> | <b>\$470,907</b>   |

| <b>Budget Year - 2022</b>                                   |                          |                       |
|-------------------------------------------------------------|--------------------------|-----------------------|
| <b>Revenues</b>                                             | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
| 10. Reserved for DLGF Application of Levy Excess            |                          |                       |
| 11. Property Tax Levy                                       | \$1,000,000              | \$1,000,000           |
| 12. Property Tax Cap Impact                                 | \$253,112                | \$253,112             |
| 13. Miscellaneous                                           | \$721,698                | \$721,698             |
| <b>14. Budget Year Total Revenues</b>                       | <b>\$1,468,586</b>       | <b>\$1,468,586</b>    |
| <b>Expenses</b>                                             | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
| 15. 2022 Budget Estimate                                    | \$1,762,600              | \$1,762,600           |
| 16. Outstanding Temporary Loans and Transfers               | \$0                      | \$0                   |
| 16a). Transfers Out and Outstanding Temporary Loans         | \$0                      | \$0                   |
| 16b). Reserved                                              | \$0                      | \$0                   |
| 16c). School Transfers                                      | \$0                      | \$0                   |
| <b>17. Total 2022 Expenses</b>                              | <b>\$1,762,600</b>       | <b>\$1,762,600</b>    |
| <b>18. Operating Balance - Estimated December 31st 2022</b> |                          |                       |
| <b>Cash Balance (Line 9 + 14 - 17)</b>                      | <b>\$176,893</b>         | <b>\$176,893</b>      |

|                    | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
|--------------------|--------------------------|-----------------------|
| Net Assessed Value | \$3,650,000,000          | \$3,650,000,000       |
| Property Tax Rate  | 0.0274                   | 0.0274                |

**Budget Estimate - Financial Statement-Proposed Tax Rate****Taxing Unit:** 0079 - WESTFIELD PUBLIC LIBRARY**Fund Name:** 0180 - DEBT SERVICE**County:** 29 - Hamilton County**Year:** 2022

| <b>July to December - 2021</b>                                   |                  |
|------------------------------------------------------------------|------------------|
| <b>Cash Balance and Revenues</b>                                 |                  |
| 1. June 30th Cash Balance                                        | \$195,071        |
| 2. Property Taxes To be Collected                                | \$135,657        |
| 3. Miscellaneous Revenue                                         | \$10,421         |
| <b>4. Total Cash and Revenues</b>                                | <b>\$341,149</b> |
| <b>Expenses</b>                                                  |                  |
| 5. Necessary Expenditures                                        | \$200,021        |
| 6. Additional Appropriations                                     | \$0              |
| 7. Outstanding Temporary Loans and Transfers                     | \$1,659          |
| 7a). Transfers Out and Outstanding Temporary Loans               | \$1,659          |
| 7b). Reserved                                                    | \$0              |
| 7c). School Transfers                                            | \$0              |
| <b>8. Total Expenses required</b>                                | <b>\$201,680</b> |
| <b>9. Estimated December 31st 2021 Cash Balance (Line 4 - 8)</b> | <b>\$139,469</b> |

| <b>Budget Year - 2022</b>                                   |                          |                       |
|-------------------------------------------------------------|--------------------------|-----------------------|
| <b>Revenues</b>                                             | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
| 10. Reserved for DLGF Application of Levy Excess            |                          |                       |
| 11. Property Tax Levy                                       | \$1,300,000              | \$1,300,000           |
| 12. Property Tax Cap Impact                                 | \$0                      | \$0                   |
| 13. Miscellaneous                                           | \$84,132                 | \$84,132              |
| <b>14. Budget Year Total Revenues</b>                       | <b>\$1,384,132</b>       | <b>\$1,384,132</b>    |
| <b>Expenses</b>                                             | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
| 15. 2022 Budget Estimate                                    | \$1,350,000              | \$1,350,000           |
| 16. Outstanding Temporary Loans and Transfers               | \$0                      | \$0                   |
| 16a). Transfers Out and Outstanding Temporary Loans         | \$0                      | \$0                   |
| 16b). Reserved                                              | \$0                      | \$0                   |
| 16c). School Transfers                                      | \$0                      | \$0                   |
| <b>17. Total 2022 Expenses</b>                              | <b>\$1,350,000</b>       | <b>\$1,350,000</b>    |
| <b>18. Operating Balance - Estimated December 31st 2022</b> |                          |                       |
| <b>Cash Balance (Line 9 + 14 - 17)</b>                      | <b>\$173,601</b>         | <b>\$173,601</b>      |

|                    | <b>Advertised Amount</b> | <b>Adopted Amount</b> |
|--------------------|--------------------------|-----------------------|
| Net Assessed Value | \$3,650,000,000          | \$3,650,000,000       |
| Property Tax Rate  | 0.0356                   | 0.0356                |

## Form Signature

**NAME**

**TITLE**

**SIGNATURE/PIN**

**DATE**

I hereby acknowledge that the submission of this document through the Gateway password and PIN system constitutes an "electronic signature" as defined in IC 5-24-2-2. This submission is intended to, and hereby does, constitute authentication and approval of the submitted document as required by the Indiana Code. I understand that this electronic signature takes the place of my handwritten signature and accomplishes the same purposes as would my handwritten signature in the same circumstance. I further acknowledge that this electronic signature has the same force and effect as my handwritten signature and can and will be used for all lawful purposes. I affirm that I have the real and apparent authority to electronically sign and submit this document on behalf of the unit.

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
Approved by the State Board of Accounts, 2015  
Prescribed by the Department of Local Government Finance

Budget Form No. 4  
Generated 8/1/2021 10:59:31 AM

Ordinance / Resolution Number:

Be it ordained/resolved by the **Westfield City Council** that for the expenses of **WESTFIELD PUBLIC LIBRARY** for the year ending December 31, **2022** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **WESTFIELD PUBLIC LIBRARY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Westfield City Council**.

| Name of Adopting Entity / Fiscal Body | Type of Adopting Entity / Fiscal Body | Date of Adoption |
|---------------------------------------|---------------------------------------|------------------|
| Westfield City Council                | Town Council                          | 10/11/2021       |

| Funds     |              |                    |                    |                  |
|-----------|--------------|--------------------|--------------------|------------------|
| Fund Code | Fund Name    | Adopted Budget     | Adopted Tax Levy   | Adopted Tax Rate |
| 0061      | RAINY DAY    | \$350,000          | \$0                | 0.0000           |
| 0101      | GENERAL      | \$1,762,600        | \$1,000,000        | 0.0274           |
| 0180      | DEBT SERVICE | \$1,350,000        | \$1,300,000        | 0.0356           |
|           |              | <b>\$3,462,600</b> | <b>\$2,300,000</b> | <b>0.0630</b>    |

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 8/1/2021 10:59:31 AM

| Name               |                                                                                                  | Signature |
|--------------------|--------------------------------------------------------------------------------------------------|-----------|
| Scott Willis       | Aye <input type="checkbox"/><br>Nay <input type="checkbox"/><br>Abstain <input type="checkbox"/> |           |
| Jake Gilbert       | Aye <input type="checkbox"/><br>Nay <input type="checkbox"/><br>Abstain <input type="checkbox"/> |           |
| Joe Edwards        | Aye <input type="checkbox"/><br>Nay <input type="checkbox"/><br>Abstain <input type="checkbox"/> |           |
| Scott Frei         | Aye <input type="checkbox"/><br>Nay <input type="checkbox"/><br>Abstain <input type="checkbox"/> |           |
| Mike Johns         | Aye <input type="checkbox"/><br>Nay <input type="checkbox"/><br>Abstain <input type="checkbox"/> |           |
| Cindy L. Spoljaric | Aye <input type="checkbox"/><br>Nay <input type="checkbox"/><br>Abstain <input type="checkbox"/> |           |
| Troy Patton        | Aye <input type="checkbox"/><br>Nay <input type="checkbox"/><br>Abstain <input type="checkbox"/> |           |

## ATTEST

| Name | Title | Signature |
|------|-------|-----------|
|      |       |           |

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes ☐ No ☐

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes ☐ No ☐

**CURRENT YEAR FINANCIAL WORKSHEET**

(Formerly Line 2 Worksheet)

**Selected Year:** 2022  
**Selected County:** 29 - Hamilton County  
**Selected Unit:** 0079 - WESTFIELD PUBLIC LIBRARY  
**Selected Fund:** 0061 - RAINY DAY

|                                                                                          |           |
|------------------------------------------------------------------------------------------|-----------|
| <b>Line 5</b>                                                                            |           |
| <b>APPROPRIATIONS</b>                                                                    |           |
| 1. Current Year Approved Budget                                                          | \$42,800  |
| 2. Encumbrances Brought Forward                                                          | \$0       |
| 3. Changes to Appropriations:                                                            |           |
| a) Additional Appropriations (January to June)                                           | \$104,225 |
| b) Reductions January through June                                                       | \$0       |
| 4. Other Non-Appropriated Obligations                                                    | \$0       |
| 5. Total Approved Appropriations                                                         | \$147,025 |
| <b>DISBURSEMENTS</b>                                                                     |           |
| 6. January through June Current Year Disbursements                                       | \$122,716 |
| 7. Appropriation Balance                                                                 | \$24,309  |
| 8. Reductions July through December                                                      | \$0       |
| 9. Estimated Current Year Expenditures July through December                             | \$24,309  |
| <b>Line 6</b>                                                                            |           |
| 10. Proposed/Approved Additional Appropriations for July through Dec. of Current Year    | \$0       |
| <b>Line 7</b>                                                                            |           |
| 11. Levy excess not transferred by June 30                                               | \$0       |
| 12. Temporary loans outstanding as of June 30 and transfers out July 1 – Dec 31, 2021    | \$0       |
| What fund is being repaid/receiving the transfer?                                        |           |
| 13. Total temporary loans, transfers out, and levy excess for July 1 – December 31, 2021 | \$0       |
| <b>Line 16</b>                                                                           |           |
| 14. Temp loans to be repaid in the first 6 months of 2022 and transfers out in 2022      | \$0       |
| What fund is being repaid/receiving the transfer?                                        |           |
| <b>Line 1</b>                                                                            |           |
| 15. June 30 Cash Balance, including investments                                          | \$389,713 |
| <b>Line 2</b>                                                                            |           |
| 16. Taxes to be collected, present year (December settlement)                            | \$0       |

**CURRENT YEAR FINANCIAL WORKSHEET**

(Formerly Line 2 Worksheet)

**Selected Year:** 2022  
**Selected County:** 29 - Hamilton County  
**Selected Unit:** 0079 - WESTFIELD PUBLIC LIBRARY  
**Selected Fund:** 0101 - GENERAL

|                                                                                          |             |
|------------------------------------------------------------------------------------------|-------------|
| <b>Line 5</b>                                                                            |             |
| <b>APPROPRIATIONS</b>                                                                    |             |
| 1. Current Year Approved Budget                                                          | \$1,190,350 |
| 2. Encumbrances Brought Forward                                                          | \$20,200    |
| 3. Changes to Appropriations:                                                            |             |
| a) Additional Appropriations (January to June)                                           | \$0         |
| b) Reductions January through June                                                       | \$0         |
| 4. Other Non-Appropriated Obligations                                                    | \$0         |
| 5. Total Approved Appropriations                                                         | \$1,210,550 |
| <b>DISBURSEMENTS</b>                                                                     |             |
| 6. January through June Current Year Disbursements                                       | \$546,342   |
| 7. Appropriation Balance                                                                 | \$664,208   |
| 8. Reductions July through December                                                      | \$0         |
| 9. Estimated Current Year Expenditures July through December                             | \$664,208   |
| <b>Line 6</b>                                                                            |             |
| 10. Proposed/Approved Additional Appropriations for July through Dec. of Current Year    | \$0         |
| <b>Line 7</b>                                                                            |             |
| 11. Levy excess not transferred by June 30                                               | \$0         |
| 12. Temporary loans outstanding as of June 30 and transfers out July 1 – Dec 31, 2021    | \$0         |
| What fund is being repaid/receiving the transfer?                                        |             |
| 13. Total temporary loans, transfers out, and levy excess for July 1 – December 31, 2021 | \$0         |
| <b>Line 16</b>                                                                           |             |
| 14. Temp loans to be repaid in the first 6 months of 2022 and transfers out in 2022      | \$0         |
| What fund is being repaid/receiving the transfer?                                        |             |
| <b>Line 1</b>                                                                            |             |
| 15. June 30 Cash Balance, including investments                                          | \$491,680   |
| <b>Line 2</b>                                                                            |             |
| 16. Taxes to be collected, present year (December settlement)                            | \$307,970   |

**CURRENT YEAR FINANCIAL WORKSHEET**

(Formerly Line 2 Worksheet)

**Selected Year:** 2022  
**Selected County:** 29 - Hamilton County  
**Selected Unit:** 0079 - WESTFIELD PUBLIC LIBRARY  
**Selected Fund:** 0180 - DEBT SERVICE

| <b>Line 5</b>                                                                            |           |
|------------------------------------------------------------------------------------------|-----------|
| <b>APPROPRIATIONS</b>                                                                    |           |
| 1. Current Year Approved Budget                                                          | \$366,471 |
| 2. Encumbrances Brought Forward                                                          | \$0       |
| 3. Changes to Appropriations:                                                            |           |
| a) Additional Appropriations (January to June)                                           | \$0       |
| b) Reductions January through June                                                       | \$0       |
| 4. Other Non-Appropriated Obligations                                                    | \$0       |
| 5. Total Approved Appropriations                                                         | \$366,471 |
| <b>DISBURSEMENTS</b>                                                                     |           |
| 6. January through June Current Year Disbursements                                       | \$166,450 |
| 7. Appropriation Balance                                                                 | \$200,021 |
| 8. Reductions July through December                                                      | \$0       |
| 9. Estimated Current Year Expenditures July through December                             | \$200,021 |
| <b>Line 6</b>                                                                            |           |
| 10. Proposed/Approved Additional Appropriations for July through Dec. of Current Year    | \$0       |
| <b>Line 7</b>                                                                            |           |
| 11. Levy excess not transferred by June 30                                               | \$0       |
| 12. Temporary loans outstanding as of June 30 and transfers out July 1 – Dec 31, 2021    | \$1,659   |
| What fund is being repaid/receiving the transfer?                                        | Rainy Day |
| 13. Total temporary loans, transfers out, and levy excess for July 1 – December 31, 2021 | \$1,659   |
| <b>Line 16</b>                                                                           |           |
| 14. Temp loans to be repaid in the first 6 months of 2022 and transfers out in 2022      | \$0       |
| What fund is being repaid/receiving the transfer?                                        |           |
| <b>Line 1</b>                                                                            |           |
| 15. June 30 Cash Balance, including investments                                          | \$195,071 |
| <b>Line 2</b>                                                                            |           |
| 16. Taxes to be collected, present year (December settlement)                            | \$135,657 |



## Form Signature

**NAME**

**TITLE**

**SIGNATURE/PIN**

**DATE**

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## DEBT WORKSHEET

**Selected Year:** 2022  
**Selected County:** 29 - Hamilton County  
**Selected Unit:** 0079 - WESTFIELD PUBLIC LIBRARY  
**Selected Fund:** 0180 - DEBT SERVICE

| Name of Issue                    | Line 5 Due | Line 5 Amount    | Line 15 Due | Line 15 Amount     | Line 18A Due | Line 18A Amount  | Line 18B Due | Line 18B Amount  |
|----------------------------------|------------|------------------|-------------|--------------------|--------------|------------------|--------------|------------------|
| General Obligation Bonds of 2020 | 12/31/2021 | \$33,571         | 12/31/2022  | \$167,780          | 6/30/2023    | \$151,278        | 12/31/2023   | \$155,465        |
| General Obligation Bonds of 2012 | 7/15/2021  | \$165,050        | 7/15/2022   | \$270,650          | 1/15/2023    | \$101,000        |              |                  |
| Anticipated Debt Service         |            | \$0              |             | \$909,570          |              | \$500,000        |              | \$500,000        |
| Fees                             |            | \$1,400          |             | \$2,000            |              | \$2,000          |              | \$0              |
| <b>TOTALS BY FUND</b>            |            | <b>\$200,021</b> |             | <b>\$1,350,000</b> |              | <b>\$754,278</b> |              | <b>\$655,465</b> |

|                       |                  |                    |                  |                  |
|-----------------------|------------------|--------------------|------------------|------------------|
| <b>Totals by Unit</b> | <b>\$200,021</b> | <b>\$1,350,000</b> | <b>\$754,278</b> | <b>\$655,465</b> |
|-----------------------|------------------|--------------------|------------------|------------------|

### Form Signature

**NAME**

**TITLE**

**SIGNATURE/PIN**

**DATE**

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**ORDINANCE NUMBER 21-37**

**AN ORDINANCE AMENDING CHAPTER 44 (PARKS AND RECREATION) OF THE  
WESTFIELD, INDIANA CODE OF ORDINANCES**

**WHEREAS**, the City of Westfield, Indiana (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”);

**WHEREAS**, Chapter 44 of the Westfield, Indiana Code of Ordinances (“Code”) regulates parks and recreation operations within the City;

**WHEREAS**, the City desires to amend Chapter 44 of the Code to reflect various revisions necessitated by the imminent opening of Grand Junction Plaza and other amenities; and

**WHEREAS**, it is in the best interest of the health, safety, and welfare of City residents and visitors to the City’s parks and amenities to amend Chapter 44 (Parks and Recreation) of the Code, as reflected by the terms and provisions attached hereto and incorporated herein as Exhibit “A”.

**NOW, THEREFORE, BE IT ORDAINED** by the Westfield City Common Council meeting in session as follows:

**Section 1.** The above recitals are incorporated herein by reference.

**Section 2.** Chapter 44 (Parks and Recreation) of the Westfield, Indiana Code of Ordinances is hereby amended as reflected in Exhibit “A” to this Ordinance.

**Section 3.** Prior Ordinances and sections of the Code are repealed only to the extent inconsistent with the terms of this Ordinance.

**Section 4.** This Ordinance shall take effect upon adoption and publication in accordance with Indiana law.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,  
INDIANA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

WESTFIELD CITY COUNCIL

| <u>Voting For</u>           | <u>Voting Against</u>       | <u>Abstain</u>              |
|-----------------------------|-----------------------------|-----------------------------|
| _____<br>James J. Edwards   | _____<br>James J. Edwards   | _____<br>James J. Edwards   |
| _____<br>Scott Frei         | _____<br>Scott Frei         | _____<br>Scott Frei         |
| _____<br>Jake Gilbert       | _____<br>Jake Gilbert       | _____<br>Jake Gilbert       |
| _____<br>Mike Johns         | _____<br>Mike Johns         | _____<br>Mike Johns         |
| _____<br>Troy Patton        | _____<br>Troy Patton        | _____<br>Troy Patton        |
| _____<br>Cindy L. Spoljaric | _____<br>Cindy L. Spoljaric | _____<br>Cindy L. Spoljaric |
| _____<br>Scott Willis       | _____<br>Scott Willis       | _____<br>Scott Willis       |

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 21-37 was delivered to the Mayor of Westfield on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_.

---

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-37 this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

J. Andrew Cook, Mayor

I hereby VETO Ordinance 21-37 this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

J. Andrew Cook, Mayor

## CHAPTER 44- PARKS AND RECREATION

### Sec. 44-1. - General rules for the use of city parks and recreational facilities.

- (a) All applicable state, federal and local laws, including but not limited to, laws governing vandalism, nuisance, litter, animal control, alcohol and drugs will be enforced.
- (b) The following rules are provided to supplement the laws and ensure a safe and nurturing experience while visiting Westfield parks and recreation facilities. Questions concerning these rules can be directed to the Westfield Parks and Recreation Administration Office at 317-804-3184 during regular business hours.
  - (1) *Park hours:* Unless otherwise posted, all parks and trails are open from sunrise to sunset seven days a week.
  - (2) *Parking:* Parking is allowed in designated parking lots only. No one shall park in a parking space designated for the physically challenged without a handicap permit. No overnight parking is allowed in Westfield city parks.
  - (3) *Use of vehicles:* It is strictly prohibited for any motorized vehicles; with the exception of motorized wheelchairs or official city vehicles being operated by city employees, to be operated within park boundaries. All vehicles shall be operated on roadways specifically designated for vehicular traffic.
  - (4) *Shelter rentals:* Shelters can be reserved for a fee. Reservations can be made on a first come first served basis by calling customer service at 317-804-3150 during regular business hours. Rental fees must be paid to confirm the reservation. For more information on facilities, please visit the Westfield Parks and Recreation Department webpage.
  - (5) *Alcohol:* **Unless stated otherwise herein**, use of alcohol in parks is prohibited. Special event permits may be considered, and require filing liability and insurance documents along with a special event permit application with the parks and recreation administration office.
  - (6) *Use of fire:* Fires are only allowed in the designated charcoal grills at the shelters. Portable gas grills may be used in the shelter areas. Bonfires are prohibited. The use of the Council Circle Fire Pit at Simon Moon Park must be approved through the parks and recreation administration office and have staff on site during use.
  - (7) *Smoking:* All parks and trails are a smoke-free zone.
  - (8) *Fireworks:* No personal fireworks are allowed in city parks.
  - (9) *Camping:* Overnight camping is not allowed.

- (10) *Water ways:* Use of water ways or ditches within the parks are for wildlife use only unless designated otherwise.
- (11) *Trash:* It is strictly prohibited for any person to deposit any refuse (as that term is defined by the Indiana Code) into a park or within a park refuse disposal receptacle, except for garbage defined as paper goods, food wrappers or food container used in the park.
- (12) *Animals:* Any animal in a park must be restrained by a leash or lead no longer than six feet, or under the physical control of the animal's owner or attending party. Pet owners must have and use a container or device for the holding of their pet's waste while they are in a park, on a trail or pathway. Violations will result in fines. Dog or other pets are not permitted on any athletic playing field, or children's playground area. Horses or ponies are not allowed to be brought into city parks. It is prohibited for any person to knowingly cause or directly abandon any animal in a city park.
- (13) *Hunting:* Capturing or harming any wild animal or bird in the parks or on the trails is prohibited.
- (14) *Weapons:* Missile propelling devices, fireworks, bombs or other explosive devices, knives, paintball equipment or any other objects that can reasonably be considered a weapon, are strictly prohibited in any park for any reason. This prohibition does not apply to law enforcement officers as defined in Indiana Code.
- (15) *Vandalism:* It is strictly prohibited for any person to remove, destroy, break, injure, mutilate or deface in any way any structure, sign, fence, wall, trail, railing, bench, tree, shrub, plant, flower or any other property of city parks. No person shall climb any tree; walk, stand or sit upon monuments or any other property not designated for that use.
- (16) *Inappropriate behavior:* No sexual activity or nudity is allowed in city parks. No person shall use profane or abusive language, or conduct oneself in a disorderly manner in city parks.
- (17) *Special events and/or programs:* All special events must be coordinated through the parks and recreation administration office using the special event application procedure.
- (18) *Inflatables or dunk tanks:* Inflatables or dunk tanks are not allowed.
- (19) *Music entertainment:* **Unless otherwise stated herein,** it is prohibited to use radios, tape machines, CD Players, IPODS, live musical entertainment or

amplification systems in a loud manner which will interfere with others using the park or the park neighbors.

- (20) *Soliciting/conducting business:* It is prohibited for any person to solicit for or conduct any business or to sell or to offer to sell any parcel or service or solicit for charitable contributions in city parks.

~~(21) *Trails:* No motorized vehicle, including golf carts, are allowed on any trails in the city parks trail system, with the exception of motorized wheelchairs or official city vehicles being operated by city employees. Ride, walk, run and skate on the right, except when passing. Cyclists are asked to announce and slow down when they are approaching a pedestrian on the trail and to observe all of the other rules of the road for cyclists. Do not disturb or harass wildlife. Observe additional trail rules as posted on/or along the trail corridors. Please remember the yield rules:~~

- ~~a. Bicycles yield to rollerbladers.~~
- ~~b. Bicycles and rollerbladers yield to skateboarders.~~
- ~~c. Bicycles, rollerbladers, skateboarders yield to runners.~~
- ~~d. All yield to pedestrians.~~

- (c) Violation of any of these rules can mean expulsion from the park.
- (d) There is a \$500.00 fine for damaging or defacing public property.
- (e) Broken equipment or anything that requires immediate attention, should be reported to the parks and recreation administrative office at 317-804-3184.

#### Sec. 44-2 Trail rules of use and operation

- (a) Use of City of Westfield Multi-Use Trails facilities may cause injury or potential death. The city is not responsible for injuries, and each Trail User agrees to hold the City harmless from related damages and claims. All rules stated in section 44-1, General rules for the use of city parks and recreational facilities, apply to the Multi-use Trails, Paths, or Sidewalks operated by the City of Westfield. In addition, the following rules must be adhered to.

(b) *Definitions.*

- (1) *Motorized Vehicle:* Any vehicle that is propelled in whole or in part by a motor or any mechanical or artificial means, or is being pushed or towed by the same, except:



- i. A Bicycle;
  - ii. A manual or power wheelchair;
  - iii. An electric personal assistance mobility device that constitutes a self-balancing, two wheeled device designed to transport one person with electric propulsion system with an average power of 750 watts or one horsepower and that has a maximum speed of less than 20 miles per hour when operated on a paved and level surface powered solely by said propulsion system and is operated by a person weighing 170 pounds;
  - iv. A City of Westfield owner, leased, or contracted snow plow, snow blower, sweeper, lawn mower, maintenance vehicle, or repair vehicle;
  - v. A City of Westfield owned or leased public safety vehicle;
  - vi. An authorized Emergency Vehicle; or
  - vii. Any Vehicle so designated in writing by the City of Westfield.
- (2) *Multi-use Trail*: Any named hard surface operated by the City of Westfield being greater than 10 feet in width including, but not limited to, the Monon Trail, the Midland Trace Trail, the Grand Junction Trail, the Natalie Wheeler Trail, the Monon Midland Loop Trail, the Grassy Branch Trail, and the Cool Creek Trail.
- (3) *Path*: Any hard surface 8 to 10 feet in width, operated by the City of Westfield that exists within City Right of Way.
- (4) *Sidewalk*: Any hard surface less than 8 feet in width that exists within the City of Westfield right of way.
- (5) *Trail User*: Any person, resident or non-resident, actively using a Multi-Use Trail, Path, or Sidewalk for purposes of recreation or transportation.
- (c) *No Motorized Vehicles Allowed*. Motorized Vehicles are prohibited on any trails in the city parks trail system, with the exception of the areas specified in Ordinance No. 18-50.
- (d) *Trail User Duty to Yield and Signal*
- (1) All users have the Duty to obey the following yield rules:
    - i. Bicycles yield to rollerbladers.
    - ii. Bicycles and rollerbladers yield to skateboarders.
    - iii. Bicycles, rollerbladers, and skateboarders yield to runners.

iv. All yield to pedestrians.

- (2) Any Trail User upon a Multi-use trail shall yield the right-of-way to any other Trail User they approach from behind and shall give an audible signal before overtaking and then safely passing said Trail User.
- (e) *Animals*: Any animal on a Multi-use Trail must be restrained by a leash or lead no longer than six feet, or under the physical control of the animal's owner or attending party. Pet owners must have and use a container or device for the holding of their pet's waste while they are on a trail or pathway. Violations will result in fines.
- (f) *Trail User to Obey the Laws*. All Trail Users within the City of Westfield Multi-use trail system shall obey all traffic signals, traffic control devices, signs, and markings upon any Path, Sidewalk, or Multi-use Trail unless otherwise directed by a police officer. Failure to obey these will result in a fine.
- (g) *Right of Way*. Trail Users have the right of way while on any Multi-use Trail, Path, or Sidewalk located within the City of Westfield, and all others must yield or adjust their rate and direction of travel to avoid a collision with any and all such Trail Users. However, Trail Users are required to yield to vehicular traffic at those points where the Multi-use Trails, Paths, or Sidewalks intersects with or crosses the Roadway.
- (h) *Multi-use Trail Speed Limits*. No vehicle on which one or more persons and/or property is or may be transported or drawn, whether motorized, propelled by human power, the wind, or in any other manner, may operate or travel in excess of 20 miles per hour on or along any Multi-use Trail, Path or Sidewalk within the City of Westfield.
- (i) *Penalties*. Any person violating this Section shall be subject to a fine of Twenty-Five Dollars (\$25.00), for the first such offense, a fine of Fifty Dollars (\$50.00), for the second offense, and a fine of One Hundred Dollars (\$100.00), plus costs, for all subsequent offenses. This does not limit the authority of the court to impose additional penalties as permitted by law.

Sec. 44-3. - Skate park rules of operations.

- (a) Use of this facility may cause injury or potential death. The city is not responsible for injuries. Know your ability and participate at your own risk. All rules stated in section 44-1, General rules for the use of city parks and recreational facilities, apply to the skate park. In addition, the following rules must be adhered to.

- (1) *Personal safety:* For personal safety, safety equipment such as helmets, knee pads, elbow pads and wrist guards are recommended.
  - (2) *Food and beverages:* Food and beverages are not permitted within the skate park.
  - (3) *Pets:* No pets are allowed in the skate park.
  - (4) *Skate park usage:* The parks and recreation department and the police department reserve the right to revoke the use of the skate park to individuals who violate the rules and regulations. The parks and recreation department also maintain the right to close the skate park if there are persistent problems with rules or vandalism.
  - (5) *Hours of operation:* The skate park is open daily sunrise to sunset, unless closed for maintenance or rules violations.
  - (6) *Fees:* There are no fees for the use of the skate park.
  - (7) *Respect:* Treat the skate park and others with respect.
- (b) Violation of any of these rules can mean expulsion from the park.
- (c) There is a \$500.00 fine for damaging or defacing public property.
- (d) Broken equipment or anything that requires immediate attention, should be reported to the parks and recreation administrative office at 317-804-3184.

Sec. 44-3. - Splash park rules of operations.

- (a) Quaker Park Splash Park: Use of this facility may cause injury. The City of Westfield is not responsible for injuries. All rules stated in section 44-1, General rules for the use of city parks and recreational facilities, apply to the Splash Park. In addition, the following rules must be adhered to.
- (1) *The season of operation:* The season begins on Memorial Day weekend and runs until late September, weather permitting.
  - (2) *Hours of operation:* Hours of operations during the season are daily from ~~10:00 AM to 7:00 PM~~ 9:00 a.m. to 9:00 p.m.
  - (3) *Fees:* There are no fees for the use of the splash park.
  - (4) *Parent or guardian's responsibility:* Parents/guardians are responsible for children's safety. Children using the splash park must be accompanied by an adult.
  - (5) *Diapers:* Children who are not restroom trained must wear a water diaper.

- (6) *Running*: Running in the splash park is prohibited.
- (7) *Glass*: Glass containers should not be used on or near the splash park.
- (8) *Pets*: No pets are allowed in the splash park.
- (b) Violation of any of these rules can mean expulsion from the park
- (c) There is a \$500.00 fine for damaging or defacing public property.
- (d) Broken equipment or anything that requires immediate attention, should be reported to the parks and recreation administrative office at 317-804-3184.

**Sec. 44-4. – Pickle Ball Courts rules of operations.**

- (a) **Quaker Park Pickle Ball Courts: Use of this facility may cause injury. The City of Westfield is not responsible for injuries, and each Pickle Ball Court user agrees to hold the City harmless from related damages and claims. All rules stated in section 44-1, General rules for the use of city parks and recreational facilities, apply to the Pickle Ball Courts. In addition, the following rules must be adhered to.**
  - (1) *The season of operation*: The season runs from March 1 through December 1, but has the potential to run all year as long as weather permits.
  - (2) *Hours of operation*: Hours of operations during the season are daily from dawn to dusk.
  - (3) *Fees*: There are no fees for the use of the Pickle Ball Courts.
  - (4) *Availability*: The Pickle Ball Courts are available on a first come first serve basis only.
  - (5) *Glass*: Glass containers should not be used on or near the pickle ball court.
  - (6) *Pets*: No pets are allowed in the pickle ball court.
  - (7) *Appropriate Equipment*: Only regulation pickle ball paddles and balls should be used.
  - (8) *Pickle Ball Court Usage*: The parks and recreation department and the police department reserve the right to revoke the use of the Pickle Ball Courts to individuals who violate the rules and regulations. The parks and recreation department also maintains the right to close the Pickle Ball Courts if there are persistent problems with rules or vandalism.
- (b) Violation of any of these rules can mean expulsion from the park.
- (c) There is a \$500.00 fine for damaging or defacing public property.

- (d) Broken equipment or anything that requires immediate attention, should be reported to the parks and recreation administrative office at 317-804-3184.

**Sec. 44-5. – Ice-Skating Rink rules of operations.**

- (a) Grand Junction Ice-Skating Rink: Use of this facility may cause injury. The City of Westfield is not responsible for injuries, and each Ice-Skating Rink user agrees to hold the City harmless from related damages and claims. All rules stated in section 44-1, General rules for the use of city parks and recreational facilities, as well as Section 44-8 Grand Junction Rules of Operations apply to the Ice-Skating Rink. In addition, the following rules must be adhered to.
  - (1) *The season of operation:* The season runs from the first Saturday in December through the last Saturday in February, but may be shortened due to weather.
  - (2) *Hours of operation:* Hours of operations during the season are Monday thru Thursday 3:00pm to 9:00pm, Friday 3:00pm until 10:00pm, Saturday 11:00am to 10:00pm and Sunday 12:00pm to 6:00pm.
  - (3) *Fees:* Admission rates are \$13 for those ages 13 and older and \$11 for those ages 12 and younger. Skaters may bring their own skates but skate rental is also included in the fee of admission.
  - (4) *Food and Drink:* Food and Drinks are not permitted on the skating rink
  - (5) *Pets:* No pets are allowed on the Ice-Skating Rink.
  - (6) *Appropriate Equipment:* Both figure and hockey skates are permitted for use on the Ice-Skating Rink.
  - (7) *Ice Skating Rink Usage:* The parks and recreation department and the police department reserve the right to revoke the use of the Ice-Skating Rink to individuals who violate the rules and regulations. The parks and recreation department also maintains the right to close the Ice Skating Rink if there are persistent problems with rules or vandalism.
- (b) Violation of any of these rules can mean expulsion from the park.
- (c) There is a \$500.00 fine for damaging or defacing public property.
- (d) Broken equipment or anything that requires immediate attention, should be reported to the parks and recreation administrative office at 317-804-3184.

**Sec. 44-6. - Playground rules of operations.**

(a) Public playground safety guidelines: For your play enjoyment, please obey the following or you may cause injury to yourself or others around you. Play safely and be courteous of others. Use of this facility may cause injury. The city is not responsible for injuries. All rules stated in section 44-1, General rules for the use of city parks and recreational facilities, operation apply to playgrounds. In addition, the following rules must be adhered to.

(1) *Hours of operation:* Hours of operations are daily sunrise to sunset.

(2) *Pets:* No pets allowed on the playgrounds.

(3) *Parent or guardian's responsibility:* Children seven and under should be accompanied by a parent or guardian.

(4) *Use of play equipment:* Note age-appropriate use for equipment and adhere to guidelines.

(5) *Be aware:* For everyone's safety inspect play area before starting to play and remove litter.

(6) *Prohibited uses:* No bicycles, rollerblades, or skateboard use within the play area.

(7) *Caution:*

a. Bare feet may cause injury;

b. Throwing sand or any other objects within play area may cause injury;

c. Playing on this equipment when wet may cause injury.

(8) *Swings:*

a. Hold on with both hands;

b. Standing on swings may cause injury;

c. Stop swinging before getting off;

d. Never swing or twist empty seats;

e. Stand clear of moving swings to avoid contact and possible injury.

(9) *Slides:*

a. Slide feet first only;

b. No running or walking up slide.

(10) *Climbers.* No pushing, running or shoving.

(b) Violation of any of these rules can mean expulsion from the park.

(c) There is a \$500.00 fine for damaging or defacing public property.

- (d) Broken equipment or anything that requires immediate attention, please call the parks and recreation administrative office at 317-804-3184.

Sec. 44-7. - The Hill at Simon Moon Park rules of operations.

- (a) The Hill at Simon Moon Park: Use of this facility may cause injury. The city is not responsible for injuries. All rules stated section 44-1, General rules for the use of city parks and recreational facilities, apply to the Hill at Simon Moon Park. In addition, the following rules must be adhered to.
  - (1) *Hours of operation:* Hours of operation are daily from sunrise to sunset.
  - (2) *Risk:* Use at your own risk. The city provides no supervision of hill conditions or activities. Users assume full responsibility for determining if conditions are safe.
  - (3) *Supervision:* Children are to be supervised by an adult.
  - (4) *Sledding:*
    - a. Use of skis and snowboards is strictly prohibited.
    - b. Standing on or overloading sleds is prohibited.
    - c. Sled only in designated areas.
    - d. Keep a safe distance from others when sledding.
    - e. Wait for others to clear bottom before sledding.
    - f. Exit bottom of hill promptly.
    - g. Walk up hill on designated trails only.
    - h. Construction of jumps, ramps or moguls is prohibited.
    - i. No pets are allowed on the sledding hill.
  - (5) *Prohibited:* No bikes or motorized vehicles allowed on the hill at any time.
- (b) Violation of any of these rules can mean expulsion from the park.
- (c) There is a \$500.00 fine for damaging or defacing public property.
- (d) Broken equipment or anything that requires immediate attention should be reported to the parks and recreation administrative office at 317-804-3184.

Sec. 44-8. -Grand Junction Plaza Rules of Operations

- (a) All applicable state, federal and local laws, including but not limited to, laws governing vandalism, nuisance, litter, animal control, alcohol and drugs will be enforced.
- (b) All rules stated in section 44-1, General Rules for the use of City Parks and recreational facilities, apply to Grand Junction Plaza. In addition, the following rules, which are specific to Grand Junction Plaza, must be adhered to. Questions concerning these rules can be directed to the Westfield Parks and Recreation Administration Office at 317-804-3184 during regular business hours.
  - (1) *Park hours:* Grand Junction Plaza is open Sunday through Wednesday 5:00am until 9:00pm, Thursday 5:00am to 10:00pm, and Friday and Saturday 5:00am to 11:59pm, 365 days a year.
  - (2) *Alcohol:* The use of alcohol and/or possession of an open container of alcohol is permitted within Grand Junction Plaza. This is contingent on the park user following and not violating the provisions of the Indiana Criminal Code regulating the use and sale of alcohol.
  - (3) *Water ways:* Grass Branch Creek, which flows through the Grand Junction Plaza, is an attractive nuisance that poses a risk for injury or death. Users who chose to enter the creek do so at their own risk, and each user of Grass Branch Creek agrees to hold the City and its employees/agents harmless from related damages and claims. The City of Westfield is not responsible for any injury that may occur, up to and including death.
  - (4) *Animals:* Any animal in a park must be restrained by a leash or lead no longer than six feet. Pet owners must have and use a container or device for the holding of their pet's waste until it can be disposed of in a proper receptacle. Violations will result in fines.
  - (5) *Skate Boards:* The use of Skate Boards within the park is strictly prohibited. Violations will result in fines.
  - (6) *Bicycles:* Bicycles should be parked at the appropriate bike racks at the perimeter of the park and not ridden within the park. If a cyclist needs to transport a bike through the park it is required that they dismount and walk the bike through.
  - (7) *Music entertainment:* The use of radios, tape machines, CD Players, IPODS, live musical entertainment or amplification systems in a loud manner is strictly regulated by Westfield Welcome and the Parks Administration. It will be used in such a manner as to enhance the Park Users experience at Grand Junction Plaza and will not interfere with the park neighbors.



- (8) **Stage:** Organized use of the stage is regulated by Westfield Welcome and the Westfield Parks and Recreation Department. Unorganized use and/or ad lib use is strictly prohibited.
- (c) **Violation of any of these rules can mean expulsion from the park.**
  - (d) **There is a \$500.00 fine for damaging or defacing public property.**
  - (e) **Broken equipment or anything that requires immediate attention should be reported to the parks and recreation administrative office at 317-804-3184.**

Sec. 44-9. - Non-city sponsored special events in city parks.

(a) *Purpose and intent.*

- (1) The parks and recreation department assist in bringing group events to Westfield that contribute to the community's quality of life. In the continuing efforts by the city to provide the public with quality recreational choices in well maintained, clean, and safe parks, Westfield has developed the following standard operating procedures to review requests for special events to be held in the city parks.
- (2) Park facilities may be made available for non-park related uses consistent with the policies herein and subject to availability.

(b) *Definition.*

- (1) *Special event.* "Special event" means a group activity including, but not limited to, a performance, meeting, assembly, contest, exhibit, ceremony, parade, athletic competition, reading, or picnic involving more people than an individual shelter rental could accommodate or a group activity in which a specific park space is requested to be reserved. Special events are not defined as casual park use by visitors or tourists, or individual shelter rental.

(c) *Uses.*

- (1) Priority shall be given to groups and individuals whose request reflects significant community interest and general value. The parks director or his/her designee will review and balance each request. The parks director or designee reserves the right to refuse rental/use.
- (2) Applicants wishing to use the park facilities shall meet requirements as outlined in the eligible user groups as developed by the parks and recreation department.

(d) *Consideration.*

- (1) Scheduling priority will be given according to the order indicated below with Group 1 having the first priority and Group 4 having the last. Scheduling will be on a first come, first served basis within a group. A Group 1 organization may bump a lower priority group with a one month or greater notification.
- (2) In order to recover some of the costs associated with special events, special event public safety and maintenance fees may be charged.
- (3) The parks director reserves the right to waive rental fees.
- (4) Facilities shall be available for only non-profit uses. Any exceptions shall be at the sole discretion of the parks director or designee and shall be evaluated by the benefit to the public.
- (5) In an emergency, the parks department shall cooperate with recognized state or federal agencies in the use of all park facilities without charge, super ceding all other scheduled events and uses.
- (6) Special events such as weddings or funerals shall be scheduled under exceptional conditions and as schedules allow.
- (7) City employees wishing to host a special event other than a shelter rental for individual use will adhere to this same policy.

(e) *Reserved.*

(f) *Eligible user groups.*

|          |                                                                                                                                                             |                                                             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Group 1: | Direct city related activities—<br>e.g., city department meetings, classes, special events or activity                                                      | No rental fee<br>No maintenance fee<br>No public safety fee |
| Group 2: | Joint city sponsored events—<br>e.g., DWA, Washington Township Park Department, Hamilton County Park Departments, schools and education foundation, library | No rental fee<br>No maintenance fee<br>No public safety fee |
| Group 3: | Civic and service organizations and not-for-profits—<br>e.g., Scouts, 4-H Clubs, youth athletics, youth                                                     | Rental fee<br>Maintenance fee                               |

|          |                                                                                                                          |                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|          | organizations, Rotary, Lions, Kiwanis, churches, Chamber of Commerce, other community groups                             | Public safety fee<br>(if necessary)                                  |
| Group 4: | Private businesses, organizations and citizens—<br>Acceptable events will be determined by parks and recreation director | Rental fee<br>Maintenance Fee<br>Public Safety Fee<br>(if necessary) |

(g) *Application procedure.*

- (1) All requests should be made in writing on the permit for special event use form and submitted to the parks and recreation administration office at a minimum of 30 days prior to the use. Applications are available online at the Westfield Parks and Recreation website below; at City Service Center - Customer Service and at the Westfield Parks and Recreation Administration Office.

<http://www.westfield.in.gov/parks>

Please note: if a large scale event (an event with estimated 500+ people in attendance) is being proposed you may need as much as a year's preparation.

- (2) The application must state the specific time and date of the event as well as all facility needs to be furnished by the city.
- (3) The parks director will determine the merits of the application and availability of the location. A copy of the signed application will be given to the fire department, police department, and the public works department for their comments regarding public safety and if any public safety and maintenance fees will be charged.
- (4) Upon approval of the special event, all rental, maintenance and public safety fees will be invoiced with the due date indicated on the invoice.
- (5) A refundable damage deposit of ~~\$200~~ **\$500.00** is required for all special events. If alcohol is served, the deposit increases to ~~\$600~~ **\$1,000.00**. The damage deposit should be paid with a separate check from any rental and public safety fees. Renters agree to be responsible for any additional charges incurred or damages caused by renter's activities.

- (6) Upon receipt of certificate of insurance (please see subsection (h) of this section) and payment of damage deposit and fees, a copy of the approved application will be returned to serve as the permit.
- (7) Permits granted may be subject to cancellation at any time by the parks director or his/her designee.

(h) *Insurance and liability.*

- (1) Any group using the city parks for any purpose must provide a certificate of insurance showing proof of liability insurance in the amount of \$100,000.00 property damage per occurrence and \$1,000,000.00 bodily injury per occurrence naming the city as an additional insured.
- (2) The requesting party shall protect and hold harmless the City of Westfield and its elected officials, employees, staff and representatives, and each of them, from any and all claims, suits, liabilities, damages or causes of action of any kind, provided such person was acting in the discharge of his/her duties.

(i) *Rules and regulations.*

- (1) Applicants shall comply with all rules of park operations set forth in this chapter. These rules are also posted on the parks department webpage and available upon request.
- (2) Holders of permits shall confine their use strictly to the specific area approved and will not be permitted to use any other space, equipment or apparatus unless it is approved in the application.
- (3) The applicant and his/her organization shall be held strictly accountable for complying with the rules and regulations that govern use of the city parks, and shall be responsible for damages, losses, or accidents, which might occur while the organization is using the site. If proper care is not exercised, the continued use of the city parks may be denied.
- (4) The sponsoring organization must provide adequate supervision and must ensure visitors use only the areas approved for rental/use. The organization will also provide all necessary supporting personnel such as medical personnel, parking attendants, set up and cleanup crews. A public safety fee may be charged if these services are deemed necessary to be provided by the city.
- (5) It is the sole responsibility of the user to secure additional trash receptacles or have trash hauled away if park containers will not accommodate the needs of the event. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. The parks and recreation administration will determine if the size of the event requires a rental of an outside dumpster. Dumpsters are only to

be placed in designated areas approved by the parks and recreation administration.

- (6) The sponsoring organization is required to provide portable restrooms if the special event will have attendance of over 500 persons. The requirement is one portable restroom per 500 attendees. At least one in every three rented must be handicap accessible. Delivery must be at the latest date and time possible prior to the event and removed from park property no later than 24 hours after the event. The parks and recreation department is not responsible for any damage to portable restrooms. Portable restrooms are to be placed only in designated areas approved by parks and recreation administration. Vendors are responsible for any water supply hoses.
- (7) Vehicles are not allowed on park property not designated for parking. Deliveries or setup needs that require a vehicle to enter the park must be approved in advance by the parks and recreation administration.
- (8) The sponsoring organization is responsible for providing information if tents are being proposed and calling in **and arranging for both public and private** utility locates to prevent interference with irrigation, fiber and utility infrastructures.
- (9) Users are encouraged to exercise universal precautions (universal precautions refer to the practice, in medicine, of avoiding contact with bodily fluids, by means of wearing medical gloves, goggles and face shields) and to have the necessary emergency first aid kits issued to their members.
- (10) A report of any personal injury must be submitted to the parks and recreation administration office by the person securing the permit within 24 hours after an injury.
- (11) Property damage must be reported immediately to the city representative on duty, and an itemized list of any property damage must be provided to the parks and recreation administrative office by the person securing the permit within 24 hours after any such damage.
- (12) No signs, displays, or materials may be attached, nailed or otherwise affixed to shelters, trees, buildings or existing signs.
- (13) For temporary signage at locations outside of the park, or road closures or blockages, the sponsoring organization must obtain an encroachment permit through the city of community development department, which may carry an additional fee. The encroachment permit application is available online at [www.westfield.in.gov](http://www.westfield.in.gov) or at the city service center. Please allow ten working days from receipt for approval.

- (14) No park fixtures may be moved without consent of the parks director.
  - (15) The use of special equipment, including but not limited to, cooking equipment, musical instruments, and public address systems and sports equipment will be reviewed per application.
  - (16) Alcohol use is restricted and will be reviewed per application. All necessary licensing and insurance is required. If approved, the damage deposit increases from ~~\$200 to \$600~~ \$500.00 to \$1,000.00.
  - (17) Use of the park facilities will be terminated if the city determines the use is being diminished or compromised by the rental organization.
  - (18) No group may monopolize more space and time than is needed to meet the needs of the approved event.
  - (19) Failure to comply with these rules and regulation will be sufficient reason to cancel future privileges.
  - (20) No park facility may be used for a special event without the presence of a city representative.
- (j) *Fees and charges.* See section 44-8.

**~~Sec. 44-10. Special events fees and charges.~~**

**~~(a) Specific sites.~~**

- ~~(1) Asa Bales Park North (205 W. Hoover Street): \$150.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: three shelters, 14 picnic tables, large permanent grill, drinking fountain, restrooms, skate park, playground, large open grass field, lots of trees, creek, paved trails and paved parking lot (20 spaces). Asa Bales North is located across the street from Westfield High School, next to the Westfield Middle School, the Public Library and just two blocks from Freedom Trail Park.~~
- ~~(2) Asa Bales Park South (200 Camilla Court): \$100.00 for up to four (4) hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: playground, natural amphitheater, paved trail, lots of trees, creek, paved parking lot (18 spaces), and paved trail access from Union Street.~~

- (3) ~~*Freedom Trail Park Fields* (500 Deer Walk Trace): \$200.00 for up to four hours, \$20.00 for each additional hour. This includes use of three football fields. The fields can be rented individually for \$100.00 for up to four (4) hours, \$20.00 for each additional hour.~~
- (4) ~~*Freedom Trail Park Play Area* (500 Deer Walk Trace): \$150.00 for up to four hours, \$20.00 for each additional hour. Amenities include: all inclusive playground, sensory garden, paved and gravel trails, prairie establishment, and a paved parking lot.~~
- (5) ~~*Hadley Park* (100 W. Main Street): \$40.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Hadley Park is a small intimate space ideal for small weddings or small gatherings. It is located in the center of downtown Westfield. Amenities include: a portico, benches, memorial brick walkway, beautiful gardens, and trees. It is adjacent to Asa Bales Park.~~
- (6) ~~*Quaker Park* (17501 Dartown Road): \$150.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: Shelters 2, 3 and 4, 18 picnic tables, playground, splash park, basketball goals, Midland Trace Trail, which includes Born Learning Trail, drinking fountain, permanent grill, restrooms, paved parking (44 spaces), large open grass field, trees, and creek. Shelter No. 1 cannot be included in special event rentals.~~
- (7) ~~*Simon Moon Park* (2710 E. 171st Street): \$100.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Anyone wanting to rent the shelter and use the Council Circle Fire Pit must apply as a special event. Amenities include: Shelter with six picnic tables, additional picnic tables on top of hill, sledding hill, Council Circle with fire pit, fire host (park staff), wood and fuel for fire, fire maintenance and extinguishing of fire, trail connection to Midland Trace Trail, 2—5 year old playground, 5—12 year old playground, drinking fountain, permanent grill, paved parking (eight spaces) and additional parking at the city services center.~~
- (8) ~~*Old Friends Cemetery Park* (302 S. Union Street): \$100.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: 1834 Historical Friends (Quaker) Cemetery in a beautiful serene setting in the heart of downtown Westfield, plaza, gazebo, Martha Doan Memorial Garden, stoned walkways, interpretive signage that shares Westfield's story, benches, drinking fountain,~~

bike racks, adjacent to the Midland Trace Trail and Grand Junction Trail across the street.

- ~~(9) — *Monon Trail*: \$100.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: 12-foot paved asphalt trails with two-foot stone shoulders, drinking fountain, benches, Greyhound Pass Trail Head (1155 E. Greyhound Pass) with parking, bike racks and restrooms, connection to Carmel/Indy Monon Trail and the Midland Trace Trail.~~
- ~~(10) — *Midland Trace Trail*: \$100.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: Three sections of the trail now open (Carey Road to Union Street; Oak Ridge Road to Quaker Park and Springmill Road toward Ditch); 12-foot paved asphalt trails with two-foot stone shoulders, drinking fountains, benches, bike racks, connections to Simon Moon Park, Old Friends Cemetery Park, Grand Junction Trail/Natalie Wheeler Trail, Downtown Westfield and Quaker Park; parking available at Simon Moon Park and Quaker Park.~~
- ~~(11) — *Grand Junction Trail*: \$100.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: 10-foot paved asphalt/brick trail with granite shoulder, benches, landscaping and bio-swales, leisure urban feeling; connections to Midland Trace Trail, Natalie Wheeler Trail, Old Friends Cemetery Park, Union Bible College, close proximity to Hadley Park and Asa Bales Park.~~
- ~~(12) — *Natalie wheeler trail*: \$100.00 for up to four hours, \$20.00 for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: 12-foot paved asphalt trails, connecting to Grand Junction Trail, Cool Creek Park, future Cool Creek Trail extension and Liberty Park. Parking at Liberty Park and Cool Creek Park.~~
- ~~(13) *Grand Junction—The Grand Lawn*:~~
- ~~(14) *Grand Junction—The Plaza*:~~
- ~~(15) *Grand Junction—Jersey Street*:~~
- ~~(16) *Grand Junction—The Overlook*:~~
- ~~(17) *Grand Junction—The Wetland Amphitheater*:~~
- ~~(18) *Grand Junction—The Meadow*:~~
- ~~(b) — A refundable damage deposit of \$200.00 is required for all special events; if alcohol is served, the deposit increases to \$600.00.~~



- ~~(c) All fees are final and non-refundable. Rental fees include: Clean up prior to event, set up of additional trash receptacles (if needed), and trash removal after the event, any necessary furniture moving and on-site staff during event.~~

Sec. 44-11. - Geo-caching.

- (a) *Purpose:* The purpose of this section is to provide rules, regulations and guidance for the management of geo-caching activities on parks and recreation department properties. Any person who participates is subject to all parks and recreation rules and regulations. Geocaching is an activity that requires a permit so that the parks and recreation department staff can monitor the activity within park boundaries and prevent any detrimental impact on the parks themselves, as well as protect the safety of all park visitors.
- (b) *Definitions:*
- (1) *Cache:* Term refers to a container that is used in association with the activity of geocaching. The object usually contains such items as a logbook, pen, pencil, map and/ or trinkets.
  - (2) *Department:* Refers to Westfield Parks and Recreation Department.
  - (3) *Property:* Refers to any property owned, leased, or maintained by the parks and recreation department.
  - (4) *Geo-caching:* Refers to a game pursued by global positioning systems (GPS) users. An individual or organization places a cache and shares its location on the internet. A participant in the game applies for GPS coordinates to locate the target cache or caches. When located, the participant records the find on the designated website such as [www.geocaching.com](http://www.geocaching.com). The game may provide that objects are traded at the cache.
  - (5) *Multi-cache:* Refers to containers that are located from the information received in another cache.
- (c) *Permit application:*
- (1) A person wishing to place a cache within one of the department's properties must obtain an "official geo-caching permit" before placing the cache. A cache which has been placed without obtaining a permit from the department will be removed and may be returned to the owner. If the owner cannot be reached, the cache will then be disposed of by the department staff within one month of notification.

- (2) The department administration is authorized to issue, condition, or deny any permit application.
- (3) The application may be obtained from and returned to the department's administration office. Applications will be reviewed within one week of receipt.
- (4) Permits are good for two years from issuing date.
- (d) *General prohibitions, limitations and requirements:* The following applies to the placement of any cache and/or any geo-caching activity:
  - (1) A person must not violate any department rules or regulations, or any local, state or federal laws.
  - (2) Areas within parks that contain any of the following may not qualify for placement of geo-caches:
    - a. Areas containing environmentally sensitive ecosystems.
    - b. Areas containing historical sites.
    - c. Areas containing endangered flora or fauna.
  - (3) A person must not dig or otherwise disrupt the ground when placing a cache.
  - (4) The department is not required to approve any multi-cache, but may approve a multi-cache with no more than four (4) stops within the multi-cache.
  - (5) The maximum number of caches per parks and recreation department properties is up to the discretion of the department's administration.
  - (6) The person who holds the permit must inspect the cache at least once every six months to ensure that it meets all permit criteria. During the inspection, the permit holder must remove any inappropriate items. These include, but are not limited to; food, alcohol, firearms, drugs, items not suitable for minors, or other items which may pose a danger to people or wildlife.
  - (7) An official geo-caching permit expires two years after the date of issue.
- (e) *Permit standards:* The department administration shall exercise reasonable discretion in determining whether to issue, condition, or deny an application for an official geo-caching permit. In the exercise of discretion, the following factors and principles apply:
  - (1) A cache cannot be approved for placement in any sensitive archaeological, historical or ecological area.
  - (2) Any schedule resource management activity, such as prescribed burns and species eradication, shall be considered in evaluating a permit application.

- (3) A cache cannot be approved for placement in an area that could reasonably cause danger to a geo-caching participant or to any other person who visits a department property.
  - (4) The department administration has the right to require a person requesting an official geo-caching permit to provide a photograph of the cache, the exact site and coordinates where the cache is placed, or both.
  - (5) Any factor reasonably consistent with proper use and protection of the particular site.
- (f) *Permit suspension or revocation and site reclamation:*
- (1) The department may suspend or revoke a geo-caching permit if a term is violated, or if the location of the cache is found to pose a threat to the safety of park visitors or the surrounding environment. The department shall make every attempt to notify the permit holder of the action, as well as any designated websites.
  - (2) Upon the suspension, revocation or termination of a geo-caching permit, the permit holder is responsible for the removal of the cache, for the site restoration, and for any associated expenses.
  - (3) The reason for the department's actions shall be recorded on the permit. If the permit holder elects to relocate the cache, a new permit will need to be reviewed and issued.

Sec. 44-12. - Miscellaneous fees.

|                                                                            |      |
|----------------------------------------------------------------------------|------|
| SHELTER RENTALS                                                            |      |
| For Westfield residents, all Park shelters rented in 4 hour increments     | \$55 |
| For Non-Westfield residents, all Park shelters rented in 4 hour increments | \$75 |

|                                       |
|---------------------------------------|
| ANNUAL FARM LAND RENTAL- OSBORNE PARK |
|---------------------------------------|

|                                   |
|-----------------------------------|
| \$150 to \$300/acre paid annually |
|-----------------------------------|

|                           |
|---------------------------|
| SPECIAL EVENT RENTAL FEES |
|---------------------------|

|                                                     |
|-----------------------------------------------------|
| Accessed per event see Special Event Policy PK01-11 |
|-----------------------------------------------------|

|            |
|------------|
| EVENT FEES |
|------------|

|                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Event fees, including, but not limited to, vendor and registration fees, will not exceed \$500 each depending on the operating costs and processing fees associated with the event. The Westfield Welcome Director will determine the specific amounts. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Sec. 44-13. - Tree inspection.

- (a) *Purpose.* Trees are a major asset as they add beauty to the City of Westfield properties. Trees also save the community money by shading buildings, filtering air, slowing down water run-off and adding to the property values of individual homes. The City of Westfield also recognizes that if trees are not maintained, they can become a major detriment. It is for this reason that the city realizes a need for a tree inspection policy. The parks and recreation department will implement and manage this policy for the city.
- (b) *Tree inspection policy.*
- (1) *The policy.*
- a. The city recognizes a need to inspect trees within its managed grounds. The parks and recreation department (hereafter called department) intends to inspect trees within the city's managed grounds pursuant to the policy.
  - b. To perform this function, the department has developed an active policy to maintain the safety of city-managed grounds, keeping them free from potentially hazardous trees, by timely removal of any tree or tree part

deemed hazardous. To assist in assessing the condition of its trees, the department proposes to train maintenance and other pertinent staff members on the principles of visual tree assessment (VTA).

- c. Since the city has limited fiscal and human resources, the removal of high risk trees shall be done on a risk priority basis. The parks director will administer this policy and have the final determination in all matters concerning the mitigation measures to be taken for any tree deemed potentially hazardous.
- (2) The parks director further determines the following as a standard of care related to this policy:
- a. *Oversight of policy:* The parks director in overseeing this policy directs the department to have the day-to-day (or general) oversight of this policy. A report should be prepared for the board of public works and safety/tree board at their spring board meeting.
  - b. *Objectives of policy:* The goal of this policy is to protect the residents, city employees, visitors and general public from harm that might be caused by trees on the city's properties, rights-of-way, common areas, grounds and/or other managed properties. To protect the woodland feel of the city's grounds this policy will strive to:
    - 1. Maintain the integrity of the woodland feel that provides beauty to city properties.
    - 2. Increase ecologic benefits to the community in the way of water retention, air cleansing, heat reduction and increased property values.
    - 3. Provide an excellent offset for some of the carbon usage that the city consumes.

Note: It should be noted that this policy and standard of care is formalizing the practices and procedures that have been taking place for many years, as the city has worked to provide safe premises.

- (3) *Means of inspection:* Due to the magnitude of the woodland element of the city grounds, this policy will be performed by the use of an internationally recognized technique called visual tree assessment (VTA). The department proposes to train its maintenance staff members in the elements of VTA so that they can better recognize trees that are structurally unsound and are in need of attention. The department staff will be required to attend training in VTA prior to starting inspections. Training will be available to other city employees.

- a. The department maintenance staff will use the VTA outline and inspection document attached as (Exhibit 1) to Ord. No. 10-28.
  1. Visual tree assessment: (VTA) encompasses visual and physical assessment for each tree. Typically, the tree is identified, described, and, sometimes photographed. Findings of the assessment are noted with recommended next steps, such as maintenance, follow-up, monitoring or no action. Areas to be assessed for overall tree health and safety factors are:
    - (i) The ground around the root flare (area where the roots are growing underground).
    - (ii) The root flare itself (sometimes looks like an "elephant's foot").
    - (iii) The hole or trunk of the tree (also sometimes called the stem).
    - (iv) The limb junctions (where limbs branch off of the trunk).
    - (v) The scaffold branches (big limbs which make up the crown of the tree).
    - (vi) The branches (attached to scaffold branches).
    - (vii) Twigs and fruit that could cause slip and fall accidents.
    - (viii) Miscellaneous hazards, such as thorns, low hanging branch and line-of-sight conflicts that impede the safe flow of traffic.
  2. Red flags: A visual tree assessment looks for:
    - (i) Obviously rotted, dead or decayed limbs, trunks or roots;
    - (ii) Large holes in trunk;
    - (iii) Broken limbs;
    - (iv) Lightning damage;
    - (v) Storm damage;
    - (vi) Insect infestation;
    - (vii) Wind damage;
    - (viii) Improper trimming or aberrant growth;
    - (ix) Trees too close to the road;
    - (x) Line-of-sight obstructed by vegetation.
- b. The city also desires a second level of expertise so it proposes to continue to work with a registered consulting arborist, or the equivalent, to assist in

assessing trees that are beyond individual staff members' level of expertise. This second level may include the use of, climbing arborist assessment, drill test or other means as necessary and agreed upon by the parks director.

- c. The department will be encouraged to provide and gather additional information. To do this the department proposes to:
    - 1. Educate future park's board members, the tree board, department maintenance staff, and other city employees to look for and report tree problems.
    - 2. Place a notice in city newsletters, seeking community comments "We are attempting to regularly inspect our trees so please feel free to alert the Westfield Parks and Recreation Department if you see any tree that raises concern".
    - 3. Place a notice and the tree inspection policy on the Westfield Parks and Recreation Department website.
  - d. The Parks director authorizes and recommends:
    - 1. A twice annual window/or walking inspection by the department staff with the intent to recognize trees of concern.
    - 2. A window/walking inspection following any major weather event.
    - 3. A bi-annual walking-window inspection by a registered consulting arborist or equivalent.
- (4) *Standard of assessment:* The department proposes to use the following assessment scale so that trees may be dealt with on a fiscally responsible basis.
- a. The scale:
    - 1. Excellent tree—Requires no care.
    - 2. Good tree—Requires little care.
    - 3. Fair tree—May require future attention.
    - 4. Poor tree—Will require attention as time evolves.
    - 5. Trees needing mitigation.
      - (i) ASAP—Needs immediate care.
      - (ii) Needs further assessment by consulting arborist.
      - (iv) Priority—Needs care faster than maintenance schedule.
      - (v) Routine—Can be done as part of annual maintenance.

- (5) *Parks and recreation department tree inspection policy funding:*
- a. Assessment scale number 5's will be scheduled and funded by the parks and recreation's service contractual budget and as funding is available.
  - b. Trees with assessment value of 4 will be treated as funds allow.
- (6) *Documentation of history of care:* The parks director determines that this policy should be documented using WestPoint and by establishing a chronological tree inspection policy file in a tree inspection policy (TIP) binder. The documentation should be a progressive file to show the history of care. Documents to be kept are:
- a. Copies of all invoices for work performed on the trees.
  - b. Documentation of any grants concerning trees or care.
  - c. All department maintenance staff efforts to inspect and/or mitigate potentially hazardous situations.
  - d. Copies of letters sent, articles published or any other means to educate community.
  - e. Any reports by outside consultants.
  - f. Postings on websites or in utility bills.
  - g. Any other notifications.
- (7) *Bodily injury:* In case of an incident with bodily injury the parks director directs the department staff to:
- a. Seek immediate emergency care for injured party.
  - b. Notify the police department.
  - c. Notify the parks director.
  - d. Take photos of the tree (or tree part) prior to removal from incident site.
  - e. Complete a liability loss form located in WestPoint HR library of forms in its entirety and notifies the parks director when completed.
- (8) *Media communication:* Inquiries from the news media are given a high priority by the city and should be directed to the communications division as quickly and efficiently as possible. Every effort should be made to ensure that all information which is transferred to the communications division is accurate. Responding to media inquiries will be the sole responsibility of the communications division and no comments should be made without the assistance or prior approval from the communications division.



Sec. 44-14. - Trail access permit policy.

(a) *Purpose.*

- (1) The trails throughout Westfield are for the enjoyment of the residents and visitors to our community. The parks and recreation department must assure safe access to the trails for public and private use.
- (2) The city is responsible for maintaining all named trails and linear parks specified in the Alternative Transportation Plan in the Westfield Thoroughfare Plan and in Trail Overlay Zoning Ordinance, and it is therefore necessary to set minimum standards for construction of all improvements for which the city will be responsible in order to avoid assuming unnecessary maintenance cost and inconvenience to the citizens and businesses of the city.
- (3) In order to not compromise the drainage along trails, the director of parks and recreation may require an engineered drainage plan to be submitted from a licensed engineering firm. Such a plan will be at the cost of the applicant.
- (4) All improvements intended for public or private use to be constructed on the city's named trail corridors as a privately maintained improvement must be approved by the director of parks and recreation using this permitting process.
- (5) Anyone wishing to have access to the trails where a public access point has not been provided by the city must complete the trail access permit process.

(b) *Authority.*

- (1) The parks and recreation department has the legal responsibility for managing all city parks and trail property. All trail access permits shall be in accordance with this section and subject to the authority of the director of parks and recreation.
- (2) The city council shall hereby grant the director of parks and recreation the authority to approve trail access permits, as an agent of the city.
- (3) The director shall have the right to appoint a deputy to perform the duties of the trail access permit administration.

(c) *Trail access permit procedures.*

(1) *Application.*

- a. All trail access permit applications shall be in written form using the trail access permit application (included in exhibit A to Ord. No. 12-38).

- b. The permit must be submitted and approved before any work can be done on city property. No work will be allowed prior to the review. A penalty fee of up to \$500.00 will be enforced by the city with a stop work order for unauthorized work performed before permits are approved.
- c. Upon review of the application, if it is found to be incomplete or if an engineering plan is necessary, the applicant will be notified of what documentation is required to process the application.
- d. If an engineering plan is required the application cannot be considered until the engineering plan is received.

(2) *Trail access detail.*

- a. An 11" × 17" drawing of the proposed access point must be included with the application.
- b. Site photographs showing the location of the proposed access point and the proximity to the trail must be provided.
- c. Specifications and/or descriptions of the materials to be used must be included with the application.
- d. A maintenance plan specific to the improvement planned at the trail access location should be included. Areas of maintenance that should be included but are not limited to are landscaping, hardscape, and drainage.
- e. Proof of property insurance.

(3) *Notification.*

- a. The applicant shall be notified after a review period of the approval or denial of said plan.
- b. All written notification will be done by e-mail or by U.S. Mail.
- c. Approved permits will be mailed to the applicant once all requirements are met and a written notification has been provided to the applicant.
- d. Upon approval, a boundary sign will be placed at the trail access location with the permit number and expiration date indicated.

(4) *Permit Life.*

- a. A permit is good for two years for the original applicant only.
- b. If the property is sold, a new application must be submitted by the new owners.

- c. Any changes to the original access permit design must be resubmitted for approval before the changes can be made.
- d. The permit can be automatically renewed by the original applicant if the following stipulations are met:
  - i. Access has been maintained per approved maintenance plan.
  - ii. Proof of Insurance is current and updated for additional year.
  - iii. No problems have arisen as a result of the permit being granted.

(5) *Permit cancellation procedures.*

- a. If at any time the requirements of the original permit are not being met, the director of parks and recreation can revoke the permit and remove all improvements within the trail corridor.
- b. Any cost incurred by such removal will be charged to the permittee, and fees may be assessed.

(6) *Penalties.*

- a. Any person, firm, corporation or any other entity that shall be in violation of this section, or any amendment thereto, shall receive a fine of not more than \$500.00. Each day an entry or access is made without the issuance of a proper permit shall constitute a separate offence and each separate offense shall subject the violator to a separate fine.
- b. A person, firm, corporation or any other entity that fails to maintain the approved improvement in accordance with the access permit shall be liable to the city in a civil action for damages in an amount equal to the cost of court cost, litigation expenses and attorney's fee incurred by the city.

Sec. 44-15. - The Grand Park Sports Complex fee schedule.

| ITEM DESCRIPTION          | PRICE |
|---------------------------|-------|
| 25' Extension Cord        | \$5   |
| Gatorade Cooler 10 Gallon | \$0   |
| Gatorade Cooler 5 Gallon  | \$0   |

|                                      |        |
|--------------------------------------|--------|
| Gatorade Cups 100                    | \$0    |
| 30" Power Strip                      | \$1    |
| 4' Folding Table/day                 | \$5    |
| 6' Plastic Beholding Table/day       | \$5    |
| 8' Plastic Folding Table/ day        | \$5    |
| Air Frame Insert (CSI)               | \$25   |
| Air Frame Rental                     | \$25   |
| Air Frame SU & TD                    | \$15   |
| Avant                                | \$200  |
| Black Folding Chair/day              | \$2.50 |
| Matte Black Folding Chair/day        | \$2.50 |
| Black Rolling Chair/day              | \$5    |
| Bose Stereo System w/ one microphone | \$150  |
| Classroom Folding Table/day          | \$7.75 |
| Easel                                | \$1    |
| Event Radio/day                      | \$5    |
| Golf Cart/day                        | \$45   |
| GP Podium                            | \$100  |

|                           |        |
|---------------------------|--------|
| Hand Truck                | \$5    |
| Labor/hour                | \$50   |
| Matrax Aluminum Tools     | \$10   |
| Matrax Edge Blocks        | \$4.50 |
| Matrax Female Ramps       | \$2.50 |
| Matrax Male Ramps         | \$2.50 |
| Matrax Steel Tools        | \$10   |
| Matrax Straps             | \$2    |
| Microphone                | \$25   |
| Pallet Jack               | \$5    |
| Projector and Screen      | \$200  |
| Rolling Folding Table     | \$10   |
| SAFETY Cage               | \$50   |
| Stage Deck 4'x8'          | \$50   |
| Stanchions                | \$10   |
| Trash Can                 | \$0    |
| Video Monitor w/ Apple TV | \$150  |
| Wagon                     | \$5    |

|                                   |       |
|-----------------------------------|-------|
| IT Support by City Staff/hr       | \$80  |
| IT Support by Contracted Staff/hr | \$125 |

#### INFORMATION TECHNOLOGY FEES

Information technology fees, including, but not limited to, Wi-Fi, hard lines, special connections, and additional services will be dependent on the operating costs and fees associated with the technology and/or service. The Grand Park Director, with recommendations by the Informatics Director, will determine the specific amounts.

#### PROGRAMMING FEES

Individual programming fees will not exceed \$1,000 and will be dependent on the operating costs and fees associated with the program. The Grand Park Director will determine the specific amounts.

## NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at [www.budgetnotices.in.gov](http://www.budgetnotices.in.gov) or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **130 Penn St, Westfield, IN 46074**.

Notice is hereby given to taxpayers of **WESTFIELD CIVIL CITY, Hamilton County**, Indiana that the proper officers of **Westfield Civil City** will conduct a public hearing on the year **2022** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Westfield Civil City** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Westfield Civil City** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Westfield Civil City** will meet to adopt the following budget:

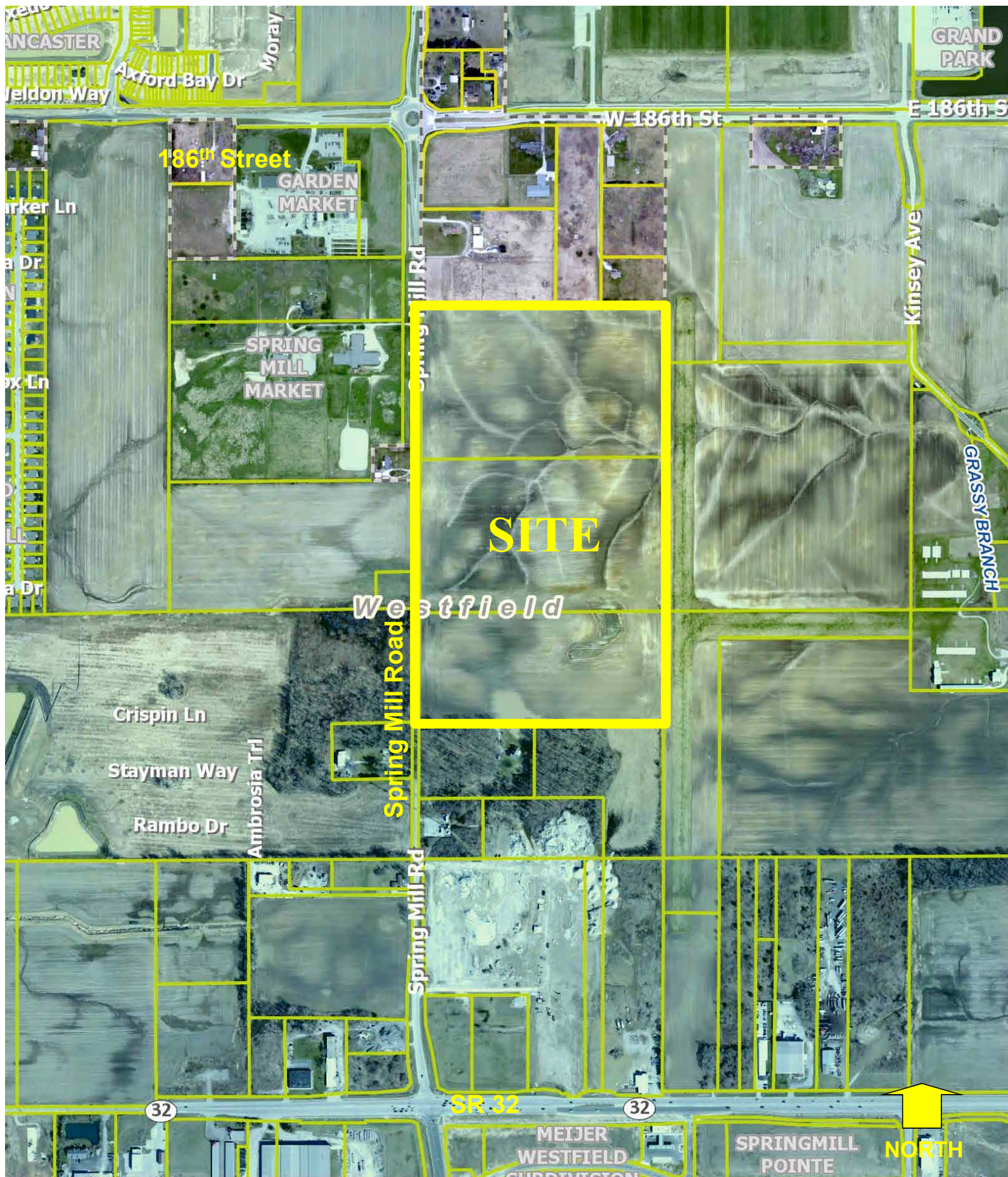
|                         |                                  |
|-------------------------|----------------------------------|
| Public Hearing Date     | Monday, September 27, 2021       |
| Public Hearing Time     | 7:00 PM                          |
| Public Hearing Location | 130 Penn St, Westfield, IN 46074 |

|                                  |              |
|----------------------------------|--------------|
| Estimated Civil Max Levy         | \$25,657,258 |
| Property Tax Cap Credit Estimate | \$3,854,030  |

|                           |                                  |
|---------------------------|----------------------------------|
| Adoption Meeting Date     | Monday, October 11, 2021         |
| Adoption Meeting Time     | 7:00 PM                          |
| Adoption Meeting Location | 130 Penn St, Westfield, IN 46074 |

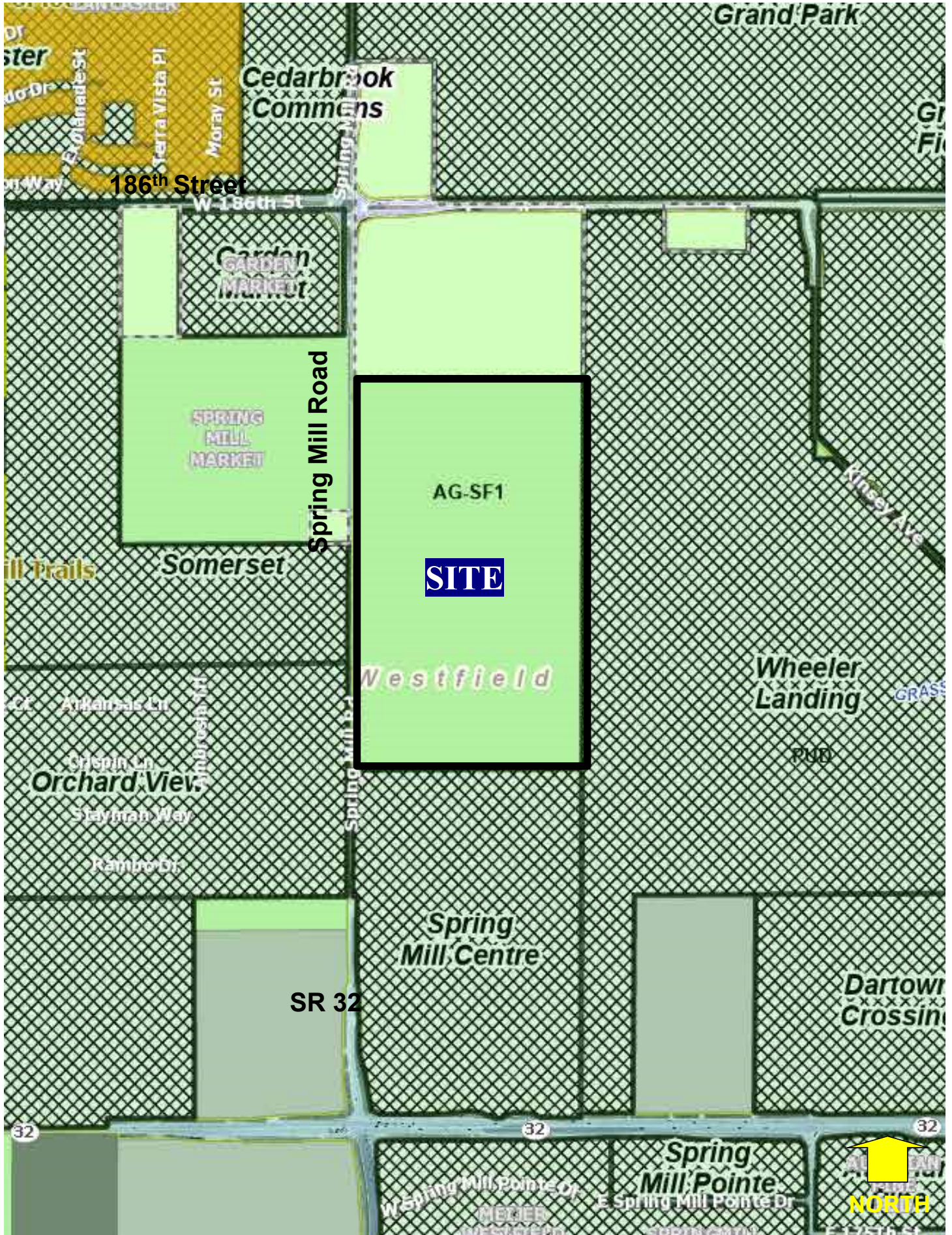
| 1<br>Fund Name                            | 2<br>Budget Estimate | 3<br>Maximum Estimated Funds<br>to be Raised (including<br>appeals and levies exempt<br>from maximum levy<br>limitations) | 4<br>Excessive Levy<br>Appeals | 5<br>Current Tax Levy | 6<br>Levy<br>Percentage<br>Difference<br>(Column 3 /<br>Column 5) |
|-------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------------|
| 0061-RAINY DAY                            | \$250,000            | \$0                                                                                                                       | \$0                            | \$0                   |                                                                   |
| 0101-GENERAL                              | \$31,337,709         | \$15,573,909                                                                                                              | \$0                            | \$12,039,250          | 29.36%                                                            |
| 0180-DEBT SERVICE                         | \$0                  | \$0                                                                                                                       | \$0                            | \$0                   |                                                                   |
| 0181-DEBT PAYMENT                         | \$427,340            | \$498,261                                                                                                                 | \$0                            | \$403,911             | 23.36%                                                            |
| 0182-BOND #2                              | \$0                  | \$0                                                                                                                       | \$0                            | \$848,552             | -100.00%                                                          |
| 0183-BOND #3                              | \$1,155,000          | \$1,213,685                                                                                                               | \$0                            | \$1,089,540           | 11.39%                                                            |
| 0184-BOND #4                              | \$1,142,168          | \$1,216,448                                                                                                               | \$0                            | \$736,543             | 65.16%                                                            |
| 0185-BOND #5                              | \$0                  | \$0                                                                                                                       | \$0                            | \$376,757             | -100.00%                                                          |
| 0706-LOCAL ROAD &<br>STREET               | \$2,607,000          | \$0                                                                                                                       | \$0                            | \$0                   |                                                                   |
| 0708-MOTOR VEHICLE<br>HIGHWAY             | \$3,251,439          | \$1,608,148                                                                                                               | \$0                            | \$1,496,845           | 7.44%                                                             |
| 1111-FIRE                                 | \$15,737,803         | \$8,097,547                                                                                                               | \$0                            | \$7,711,637           | 5.00%                                                             |
| 2379-CUMULATIVE<br>CAPITAL IMP (CIG TAX)  | \$80,000             | \$0                                                                                                                       | \$0                            | \$0                   |                                                                   |
| 2391-CUMULATIVE<br>CAPITAL<br>DEVELOPMENT | \$2,094,426          | \$2,057,832                                                                                                               | \$0                            | \$1,697,103           | 21.26%                                                            |
| 9500-Food & Beverage                      | \$983,000            | \$0                                                                                                                       | \$0                            | \$0                   |                                                                   |
| 9501-ARP2021 COVID<br>RECOVERY(176)       | \$4,927,372          | \$0                                                                                                                       | \$0                            | \$0                   |                                                                   |
| Totals                                    | \$63,993,257         | \$30,265,830                                                                                                              | \$0                            | \$26,400,138          |                                                                   |





**Courtyards at Spring Mill**  
**Site Location Map**





**Courtyards at Spring Mill  
Zoning Map**



186<sup>th</sup> Street

Spring Mill Road

**SITE**

SR 32



**Courtyards at Spring Mill  
Comprehensive Plan Map**

## **NARRATIVE STATEMENT**

The “Courtyards at Spring Mill” is a proposed empty-nester, age-targeted residential community by Platinum Properties Management Company (“Platinum”) and Epcon Westfield, LLC / Epcon Communities, Inc. (“Epcon”), a premiere creator and developer of master planned residential communities for empty-nesters. The subject real estate consists of approximately 68 acres and is located east of and adjacent to Spring Mill Road, north of SR 32 and south of 186<sup>th</sup> Street as shown on the attached site aerial exhibit (the “Real Estate”).

The developer and builder, Epcon, is nationally recognized with more than 35 years’ experience focusing exclusively in this age targeted sector of housing. Epcon’s unique, copyrighted, “courtyard homes” are recognized as some of the best home designs nationally at addressing the unique needs of the 55+ market. A variety of model sizes and architectural styles all feature a private, outdoor, garden courtyard for residents to merge indoor and outdoor living.

Located to the north of the Real Estate are individual parcels with residences and agricultural uses and to the northwest is the Sundown Gardens landscape business; to the east is future Wheeler Landing development; to the south is the Spring Mill Center PUD which is adjacent to SR 32 and to the southwest and west are the Orchard View and Somerset neighborhoods respectively. The current zoning of the Real Estate is AG-SF1 and Platinum and Epcon are seeking to rezone the Real Estate to the “Courtyards at Spring Mill Planned Unit Development District” which will have SF-4 Single-Family as the underlying zoning classification.

The “Courtyards at Spring Mill” is planned to be an “age targeted”, high quality single-family community that will consist of approximately 198 lots with attractive home architecture, amenities and open space areas that provide numerous social and wellness opportunities, and full landscape maintenance services. The community will be rich in lifestyle benefits desired by those seeking a home in Westfield that provides a quality opportunity to “right size”. Epcon anticipates the single-family homes to range from \$350,000 to \$550,000, with an expected average sales price of approximately \$450,000.

The Courtyards at Spring Mill PUD Ordinance, which is also enclosed, contains specific requirements and regulations for home architecture and design, open spaces and amenities, entryway treatment and design, as well as landscaping and bufferyard standards. Also included in the Courtyards at Spring Mill PUD are character exhibits depicting the proposed home architecture, as well as other exhibits that detail common area and amenity enhancements.

Regarding the Westfield Comprehensive Plan (see enclosed land use map), the Real Estate is identified as “New Suburban Northwest” and adjacent to Employment Corridor and Regional Commercial which are along SR 32. The site will serve as a transition from the more intense commercial uses to the south along SR 32 to the existing residential uses to the north and west. The proposal is consistent and compatible with the Comprehensive Plan “New Suburban” development goals and objectives in the following ways: the site is in a location that is contiguous to existing development not sprawl at the outer extent of the new suburban area, enhances extensions of pedestrian infrastructure, provides uniform attractive screening along Spring Mill Road, provides high quality “life span” housing, provides appropriate land use transition next to commercial uses anticipated along SR 32, encourages attractive streetscapes with porch forward designs, provides significant resident amenities.

Further, as an “infill” site, the development does not require the extension of new infrastructure and provides a high-quality housing option for this area which will continue to encourage commercial growth and development along the SR 32 corridor.

## ORDINANCE NUMBER 21-\_\_

### AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

#### “Courtyards at Spring Mill PUD”

This is a Planned Unit Development District Ordinance (the “Ordinance”) for the Courtyards at Spring Mill PUD District, to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "UDO"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

**WHEREAS**, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the UDO;

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. \_\_\_\_-PUD-\_\_**), requesting an amendment to the UDO and the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

**WHEREAS**, the Commission forwarded **Petition No. \_\_\_\_-PUD-\_\_** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a \_\_\_\_\_ recommendation (\_\_\_\_-\_\_) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on \_\_\_\_\_, 2021;

**WHEREAS**, the Common Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code § 36-7-4-1512 concerning any action on this request; and

**NOW, THEREFORE, BE IT ORDAINED** by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the UDO and Zoning Map are hereby amended as follows:

#### **Section 1. Applicability of Ordinance.**

- 1.1 The UDO and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "Courtyards at Spring Mill PUD District" (the “District”).
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this

Ordinance and its exhibits, and (ii) the provisions of the UDO, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

1.3 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the UDO.

1.4 All provisions and representations of the UDO that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

**Section 2.** **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance.

**Section 3.** **Concept Plan.** The Concept Plan, attached hereto as **Exhibit B** (the “Concept Plan”), is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan.

3.1 The Real Estate shall be developed in substantial compliance with the Concept Plan as determined by the Director.

**Section 4.** **Underlying Zoning District(s).** The Underlying Zoning District for the Real Estate shall be SF4: Single-Family High Density District.

**Section 5.** **Permitted Uses.** The permitted uses shall be as set forth below:

5.1 All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted.

5.2 Special Exceptions and Prohibited Uses of the Underlying Zoning District shall be prohibited.

5.3 The maximum number of Dwelling Units shall not exceed one-hundred and ninety-eight (198).

**Section 6.** **General Regulations.** The standards of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below.

| Standard                 | Area A                                                               |
|--------------------------|----------------------------------------------------------------------|
| Minimum Lot Area         | 6,000sqft                                                            |
| Minimum Lot Frontage     | 35’                                                                  |
| Minimum Building Setback |                                                                      |
| Front Yard               | 20’ from garage door to right-of-way<br>10’ from porch or front door |

|                                 |             |
|---------------------------------|-------------|
| Side Yard (Building Separation) | 5' (10')    |
| Rear Yard                       | 20'         |
| Minimum Lot Width               | 52'         |
| Maximum Building Height         | 1 ½ Stories |
| Minimum Living Area (Total)     | 1,400sqft   |

**Section 7.**    **Development Standards.** The standards of Chapter 6: Development Standards shall apply to the development of the District.

7.1    Article 6.3 Architectural Standards shall not apply to the District, rather the following standards shall apply:

- A. Building Elevations: Attached hereto and incorporated herein by reference as Exhibit C (“**Conceptual Architectural Character**”) are typical building elevations, depicting the character of the homes to be constructed upon the Real Estate. The Developer proposes six (6) different floorplans with 24 elevations to be built in this community.
- B. Building Materials: The homes shall be comprised of any mix and combination of the following materials: brick, cast stone, stone, cultured stone, cement fiberboard, engineered wood siding (e.g., LP SmartSide), siding, glass, wood or vinyl soffits, and vinyl windows and/or equivalent or superior quality thereof for all the foregoing, except that vinyl and aluminum siding shall not be permitted.
- C. Perimeter Lots: The Dwelling Units on lots identified on the Concept Plan with an “\*” (“Perimeter Lots”) shall include enhanced rear architectural features on all homes:
  - i. Rear facades on Perimeter Lots shall include a minimum of one (1) or two (2) windows (faux windows shall be permitted) as deemed appropriate based upon the façade’s massing.
  - ii. Corner lots where the side façade is visible from the public right-of-way shall include a courtyard. The yard adjacent to this side façade shall include a minimum of one tree (shade, ornamental or evergreen) and five shrubs.
  - iii. Dwelling Units on Perimeter Lots shall not be required to have the Front Building Façade oriented toward the External Street.
- D. Exterior Trim: Wood, fiber cement or equivalent trim shall be used for corners, frieze boards, window wraps, door wraps, and as a transitional material between two different exterior materials, provided, however, trim

shall not be required for windows, doors, corners, and the like that are surrounded by Masonry Materials; and provided further, that if windows have shutters, then such windows shall not require a trim wrap. Unless otherwise provided herein, windows shall have exterior trim on all four sides of each window. The minimum width of window trim boards shall be three and one-half (3½) inches wide.

E. Building Height: All homes (both 1 story and 1½ story) shall be regulated under the provisions of the UDO as a single story Dwelling Unit.

F. Minimum Overhangs: All homes shall have a minimum of twelve (12) inch framed (measured from the frame prior to the installation of exterior siding materials) roof overhangs. Lesser overhangs shall be permitted for secondary roof areas such as, but not limited to, porches and bay windows.

G. Roof Pitches: The minimum roof pitch for the main roof of a home shall be 8/12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles.

H. Shingles. All homes shall have dimensional or architectural grade shingles.

I. Garages and Driveways. All homes shall have at least a 2-car attached garage and meet the following requirements:

i. All garage doors shall have decorative designs and options for window panels. Garage doors shall be of a color and style that is consistent with the architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door.

ii. Each garage shall include at least two (2) coach lights.

iii. Driveways shall be a minimum of sixteen (16) feet in width and shall be constructed of concrete, asphalt or pavers.

7.2 Article 6.5 Fence Standards: Shall apply, except that courtyard fences at a height of six (6) feet shall be permitted in a Front Yard.

7.3 Article 6.8 Landscaping Standards: Shall apply, except as otherwise modified or enhanced below.

A. Street Trees: Article 6.8(J) Street Trees shall apply, except as modified below:

i. One (1) street tree shall be required per Dwelling Unit lot, per frontage. Street trees shall be permitted to be located inside or outside the public right-of-way within ten (10) feet of the right-of-way.



- ii. Along public rights of way adjacent to Common Areas, a minimum of one (1) street tree shall be provided per fifty (50) feet.

B. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified below:

- i. Typical lot landscaping of the Dwellings is conceptually illustrated in Exhibit D, attached hereto and incorporated herein (“Typical Lot Landscaping”). This Typical Lot Landscaping exhibit is included for illustrative purposes. To the extent the depictions illustrated in this exhibit conflict with the terms of the Ordinance, the Ordinance shall prevail.
- ii. A minimum of one (1) Ornamental Tree and ten (10) Shrubs shall be required per lot in the Front Yard.
- iii. Front yards must be planted with sod and side and rear yards may be either seeded or sodded except as further provided in paragraph 7.2 B (iv) below. For corner lots, sod shall be planted in both Front Yards.
- iv. Fenced courtyards shall be landscaped and may include artificial turf, decorative gravel and/or pavers as ground covering inside courtyard areas in lieu of lawn areas.

C. Clubhouse Area Landscaping and Fencing:

- i. A minimum of six (6) ornamental and/or shade trees and thirty (30) shrubs.
- ii. Artificial turf shall be permitted in the fenced pool area and may be utilized for sport courts.
- iii. The pickleball court may be enclosed with a coated chain link fence not to exceed six (6) feet in height. The fence shall be dark in color.

D. Perimeter Landscaping: Article 6.8(M) External Street Frontage Landscaping Requirements and Article 6.8(N) Buffer Yard Requirements shall apply except as modified or enhanced below:

- i. Buffer Yard and External Street Frontage Landscaping shall be as generally depicted on Exhibit E, attached hereto (“Buffer Yard Plan”).
- ii. The External Street Frontage shall be thirty (30) feet with four (4) evergreen trees, three (3) shade trees, three (3) ornamental trees per one-hundred (100) feet and a 4-rail horse fence as generally depicted on Exhibit F and Exhibit G.

- iii. North Buffer Yard shall be forty (40) feet with four (4) evergreen trees, four (4) shade trees, per one-hundred (100) feet and a 4-rail horse fence as generally depicted on Exhibit F.
  - iv. A fifteen foot Common Area shall be provided along the east and south perimeter of the Real Estate.
  - v. No mounds shall be required in a Buffer Yard or External Street Frontage Landscape Area.
  - vi. No accessory structures shall be permitted between the rear façades of the Dwelling Units/courtyard areas and the rear property line of the Lot. Such areas shall be commonly maintained as passive lawn and landscaping areas.
  - vii. If a provision of Article 6.8 Landscaping Standards is in conflict with the Buffer Plan, the Conceptual Perimeter Street Buffer Landscape Treatment or the Conceptual Residential Buffer Landscape Treatment, then this Ordinance shall prevail. Relocation of plant materials shall be permitted as part of the Development Plan approval subject to the approval of the Director.
- 7.4 Entry Features: Entry features shall be provided at each entry to the development. The entry features shall include entry signs (constructed in accordance with Chapter 6.17.G.1), fencing and landscaping. The entry feature concept plan is attached hereto as Exhibit G (“Conceptual Entry Features”).
- 7.5 Temporary Uses and Events: Article 6.18(J) Model Homes shall apply except as modified below:
- A. The number of Model Home Temporary Uses shall not be limited.
  - B. A Model Home Temporary Use shall permit the use of construction and sales temporary trailers.
  - C. Temporary trailers, as part of a Model Home Temporary Use shall be permitted on the Real Estate prior to the installation of roads.
  - D. A permit for a Temporary Model Home Use shall be renewable by the Director for an unlimited number of twenty-four (24) month increments.

**Section 8.** **Infrastructure Standards.** The District’s infrastructure shall comply with the Unified Development Ordinance and the City’s Construction Standards (see Chapter 7: Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

- 8.1 Internal street right-of way within the District shall be fifty-nine (59) feet in

width.

**Section 9.**     **Design Standards.**     The standards of Chapter 8: Design Standards shall apply to the development of the District, except as otherwise modified below.

- 9.1     **Article 8.6 Open Space and Amenity Standards:** Shall apply except as otherwise modified or enhanced herein. Amenities in the District will include: (a) passive amenities in the form of landscaped open space and ponds, identified in Exhibit H (“Conceptual Open Space and Pedestrian Connectivity Plan”) and Exhibit I (“Conceptual Amenities Plan”, both attached hereto; (b) a minimum of three (3) parkettes which may include, but shall not be limited to, open areas, seating, landscaping, walking paths, meeting areas, identified in the Conceptual Open Space and Connectivity Plan and the Conceptual Amenities Plan; and (c) a clubhouse amenity area, identified in the Conceptual Amenity Plan and Exhibit J, attached hereto (“Conceptual Clubhouse Amenity Area Enlargement”). The clubhouse amenity area will include the following: (i) the clubhouse at least twenty-five hundred (2,500) square feet, including but not limited to a fitness center, restrooms, community room and outdoor fireplace gathering area; (ii) a parking lot; (iii) a swimming pool adjacent to the clubhouse; and (iv) pickleball court(s). Construction shall begin on the clubhouse amenity prior to the issuance of one hundred (100) single-family building permits on the Real Estate.

**Section 9.**     **Duration.** Failure to obtain Secondary Plat / Construction Plan approval for the District by January 1, 2027 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification of the Real Estate to revert back to its classification at the time this Ordinance was adopted.

**Section 10.**     **Severability.** If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

*[Remainder of page intentionally left blank, signature page follows]*

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF  
WESTFIELD, HAMILTON COUNTY, INDIANA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

WESTFIELD CITY COUNCIL  
HAMILTON COUNTY, INDIANA

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE** \_\_-\_\_ was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance \_\_-\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

I hereby VETO Ordinance \_\_-\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document,  
unless required by law: Jon C. Dobosiewicz

This document prepared by: James E. Shinaver and Jon C. Dobosiewicz; Nelson & Frankenger  
550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106

Courtyards at Spring Mill PUD - 3 093021.docx

**SCHEDULE OF EXHIBITS**

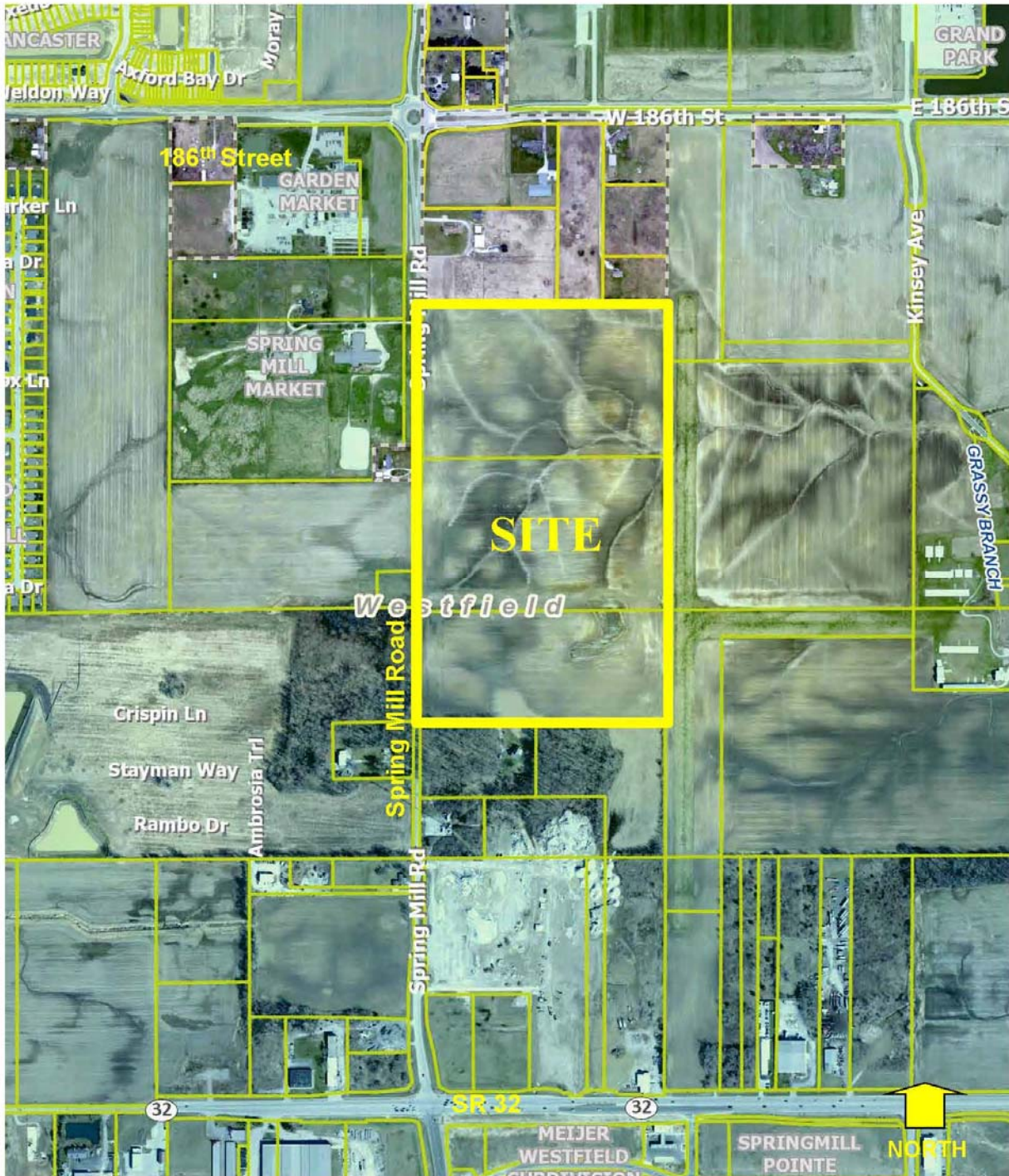
|           |                                                        |
|-----------|--------------------------------------------------------|
| Exhibit A | Real Estate (Legal Description)                        |
| Exhibit B | Concept Plan                                           |
| Exhibit C | Conceptual Architectural Character                     |
| Exhibit D | Typical Lot Landscaping                                |
| Exhibit E | Buffer Yard Plans                                      |
| Exhibit F | Conceptual Buffer Landscape Treatment                  |
| Exhibit G | Conceptual Entry Features                              |
| Exhibit H | Conceptual Open Space and Pedestrian Connectivity Plan |
| Exhibit I | Conceptual Amenities Plan                              |
| Exhibit J | Conceptual Amenity Area Enlargement                    |

**EXHIBIT A**  
**REAL ESTATE**  
(Page 1 of 2)

PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE NORTH 89 DEGREES 38 MINUTES 27 SECONDS EAST (ASSUMED BEARING) 1,324.91 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER, SAID CORNER BEING COLLINEAR WITH AND EQUIDISTANT FROM THE NORTHEAST CORNER AND THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 05 MINUTES 54 SECONDS WEST 1012.83 FEET (MEASURED 1011.75 FEET, MORE OR LESS, IN INSTRUMENT NO. 4539, DEED RECORD 183, PAGE 109) ON AND ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER TO A FENCE LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 56 MINUTES 06 SECONDS WEST 582.77 FEET (MEASURED 585 FEET IN INSTRUMENT NO. 4539) ON AND ALONG SAID FENCE LINE TO A CORNER POST; THENCE NORTH 89 DEGREES 34 MINUTES 03 SECONDS WEST 739.69 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 1647.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 08 MINUTES 01 SECOND EAST 599.50 FEET ON AND ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST 1319.31 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 06 MINUTES 06 SECONDS WEST 596.83 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST 1635.42 FEET TO THE POINT OF BEGINNING. CONTAINING 67.8 ACRES, MORE OR LESS.

**EXHIBIT A**  
**REAL ESTATE**  
(Page 2 of 2)





**EXHIBIT B**  
**CONCEPT PLAN**  
(Page 1 of 1)



Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number \_\_\_\_-PUD-\_\_.

**EXHIBIT C**  
**Conceptual Architectural Character**  
(Page 1 of 5)



**EXHIBIT C**  
**Conceptual Architectural Character**  
(Page 2 of 5)





**EXHIBIT C**  
**Conceptual Architectural Character**  
(Page 3 of 5)



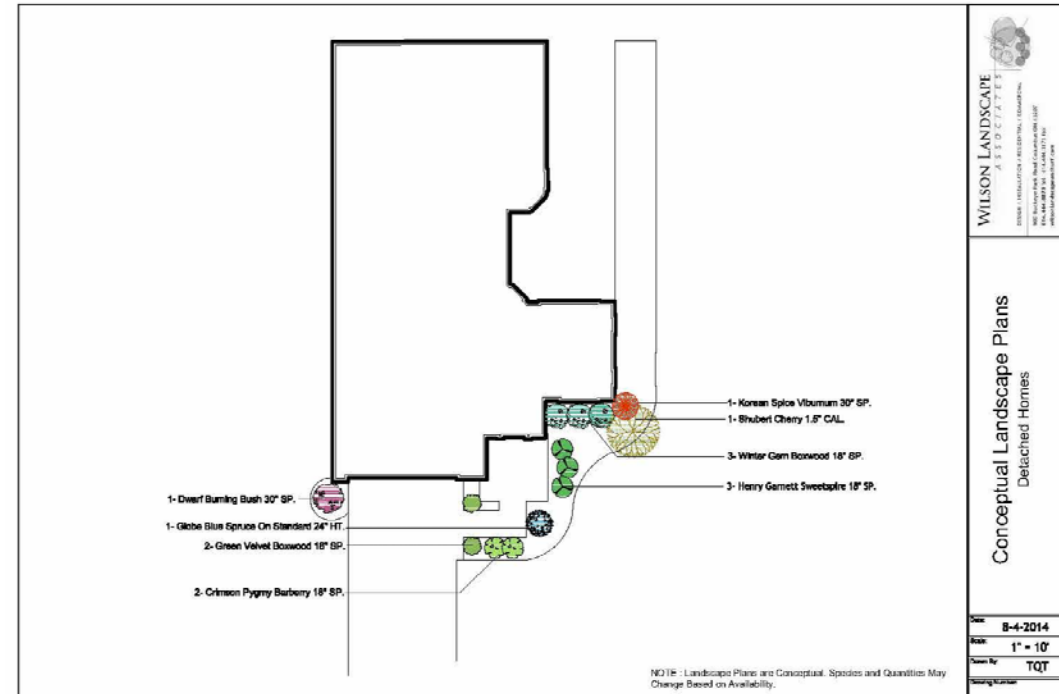
**EXHIBIT C**  
**Conceptual Architectural Character**  
(Page 4 of 5)



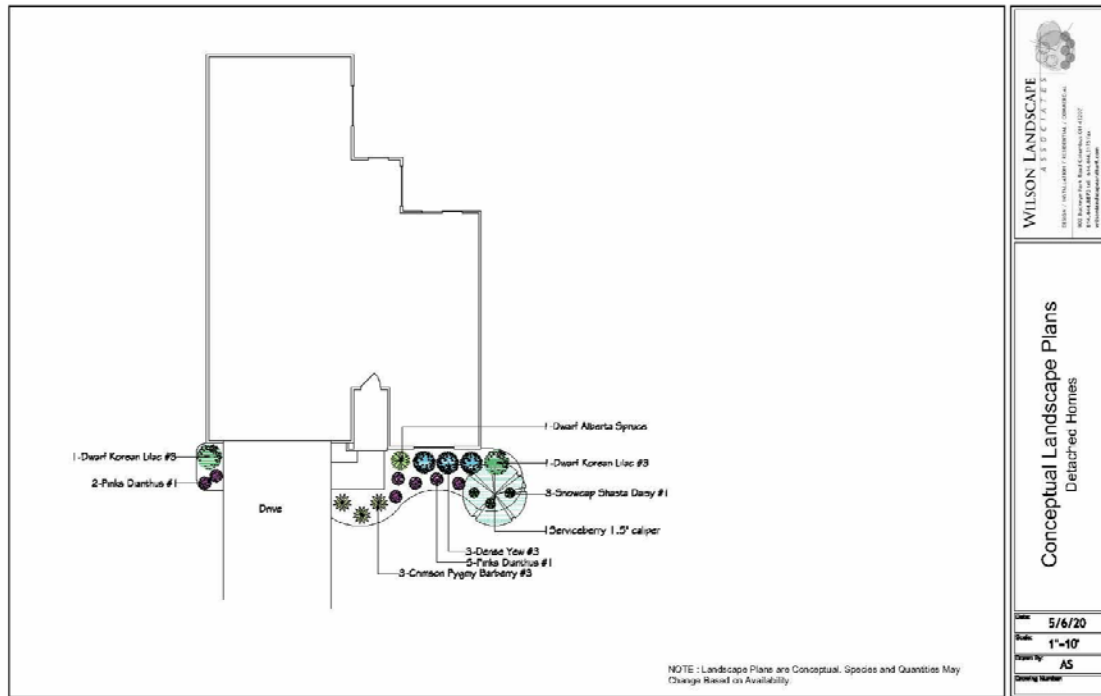
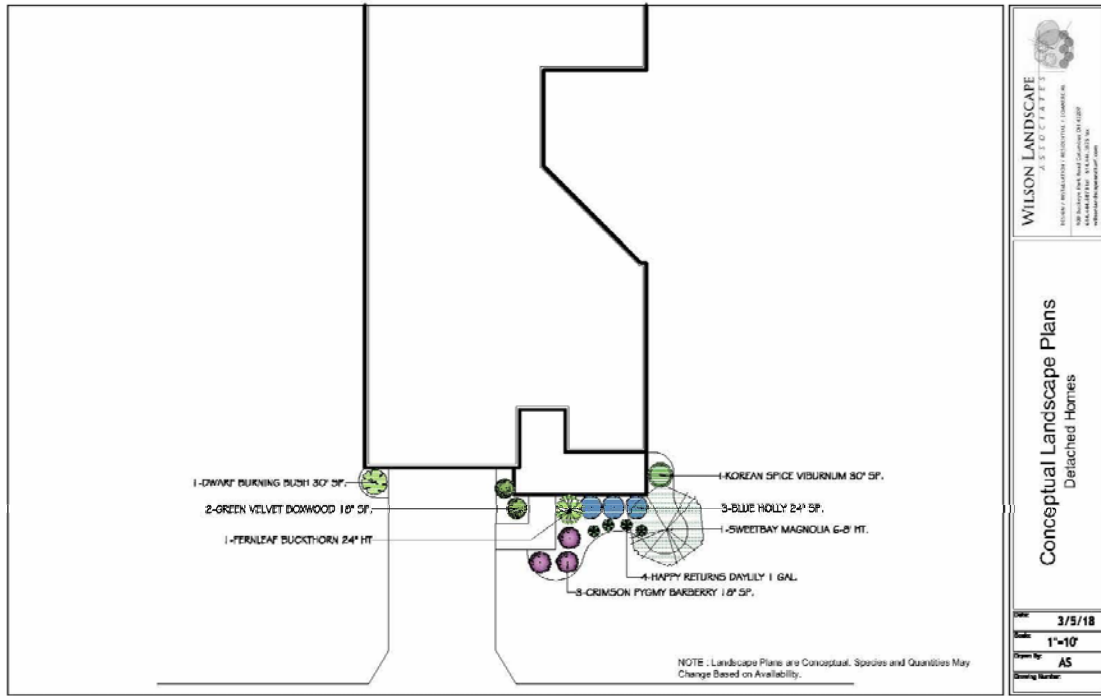
**EXHIBIT C**  
**Conceptual Architectural Character**  
(Page 5 of 5)



# **EXHIBIT D** **Typical Lot Landscaping** (Page 1 of 3)



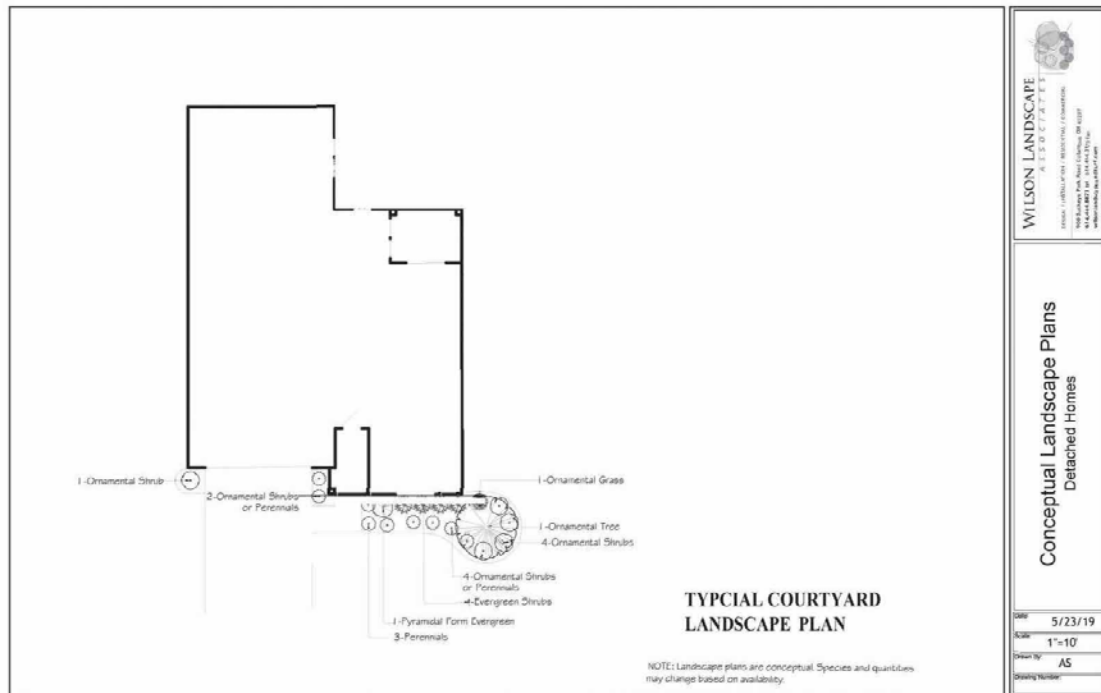
# **EXHIBIT D** **Typical Lot Landscaping** (Page 2 of 3)





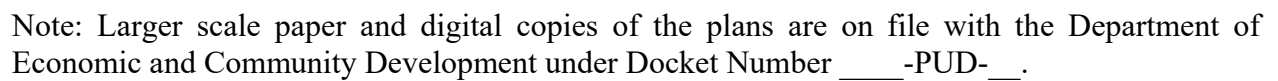
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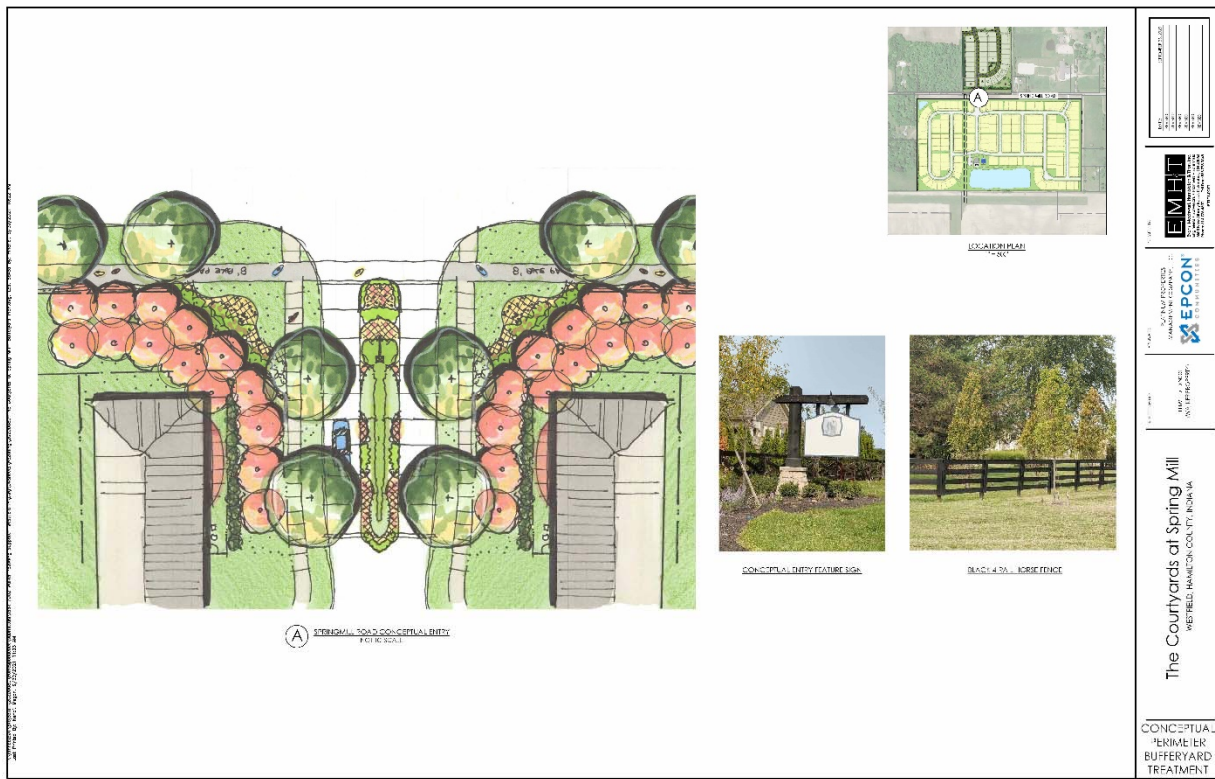
Page | 22



# **EXHIBIT F** **Conceptual Buffer Landscape Treatment** (Page 1 of 1)



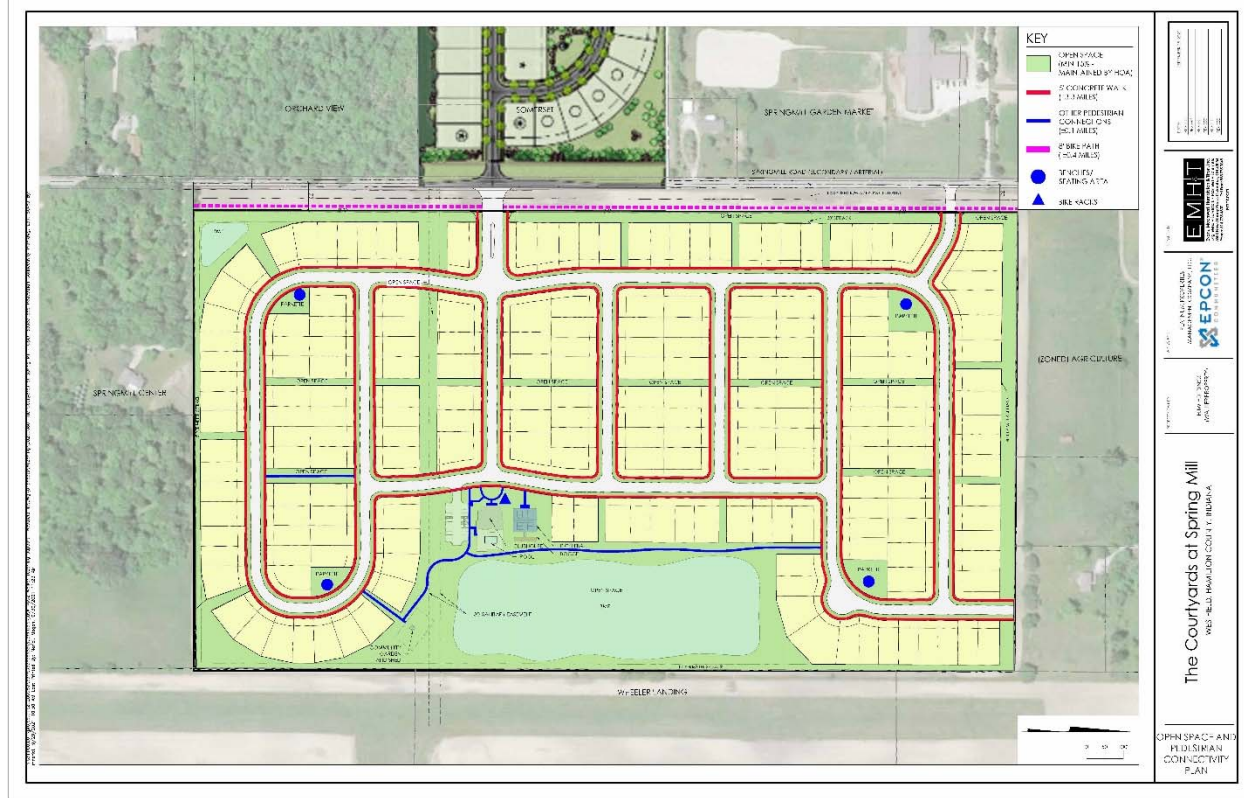
# **EXHIBIT G** **Conceptual Entry Features** (Page 1 of 1)





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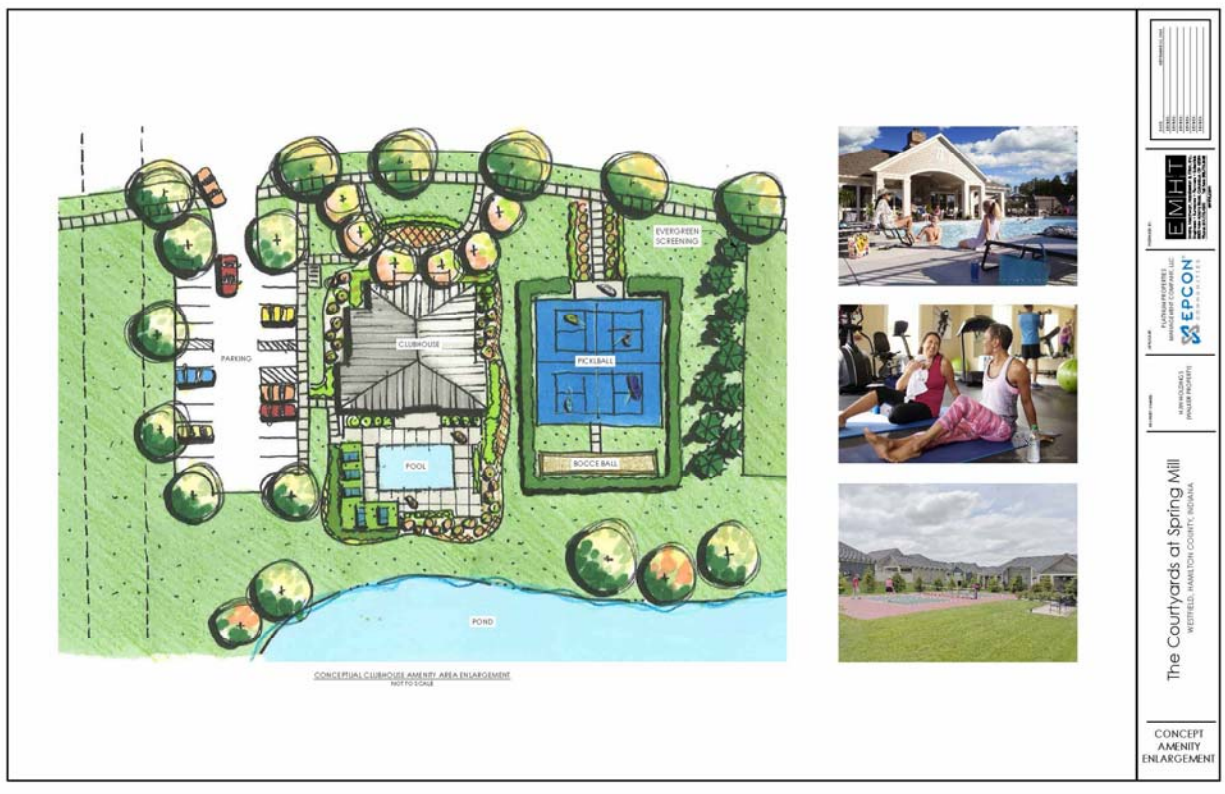
*Page* | **25**



# **EXHIBIT I** **Conceptual Amenities Plan** (Page 1 of 1)



**EXHIBIT J**  
**Conceptual Amenity Area Enlargement**  
(Page 1 of 1)

























Although all floor plans, illustrations, and specifications are believed correct at the time of publication, the right is reserved to make changes, without notice or obligation. Windows, doors, ceilings, layout and room sizes may vary depending on the options and elevations selected. This information is for illustrative purposes only and not part of a legal contract.

*Capri IV*  
© 2020 IP86, LLC



1- Dwarf Burning Bush 30" SP.

1- Globe Blue Spruce On Standard 24" HT.

2- Green Velvet Boxwood 18" SP.

2- Crimson Pygmy Barberry 18" SP.

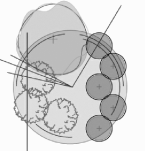
1- Korean Spice Viburnum 30" SP.

1- Shubert Cherry 1.5" CAL.

3- Winter Gem Boxwood 18" SP.

3- Henry Garnett Sweetspire 18" SP.

NOTE : Landscape Plans are Conceptual. Species and Quantities May  
Change Based on Availability.



WILSON LANDSCAPE  
ASSOCIATES

DESIGN / INSTALLATION / RESIDENTIAL / COMMERCIAL

900 Buckeye Park Road Columbus OH 43207  
614.444.8873 tel 614.444.3175 fax  
wilsonlandscapeandturf.com

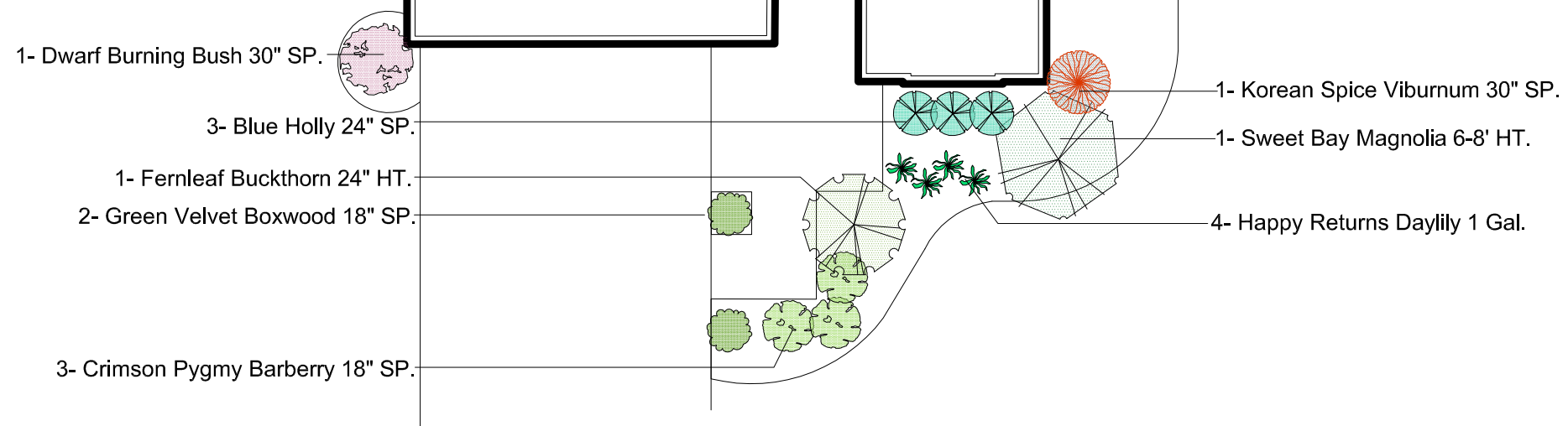
## Conceptual Landscape Plans Detached Homes

Date: 8-4-2014

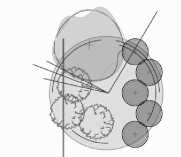
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Drawn By: TQT

Drawing Number:



NOTE : Landscape Plans are Conceptual. Species and Quantities May Change Based on Availability.



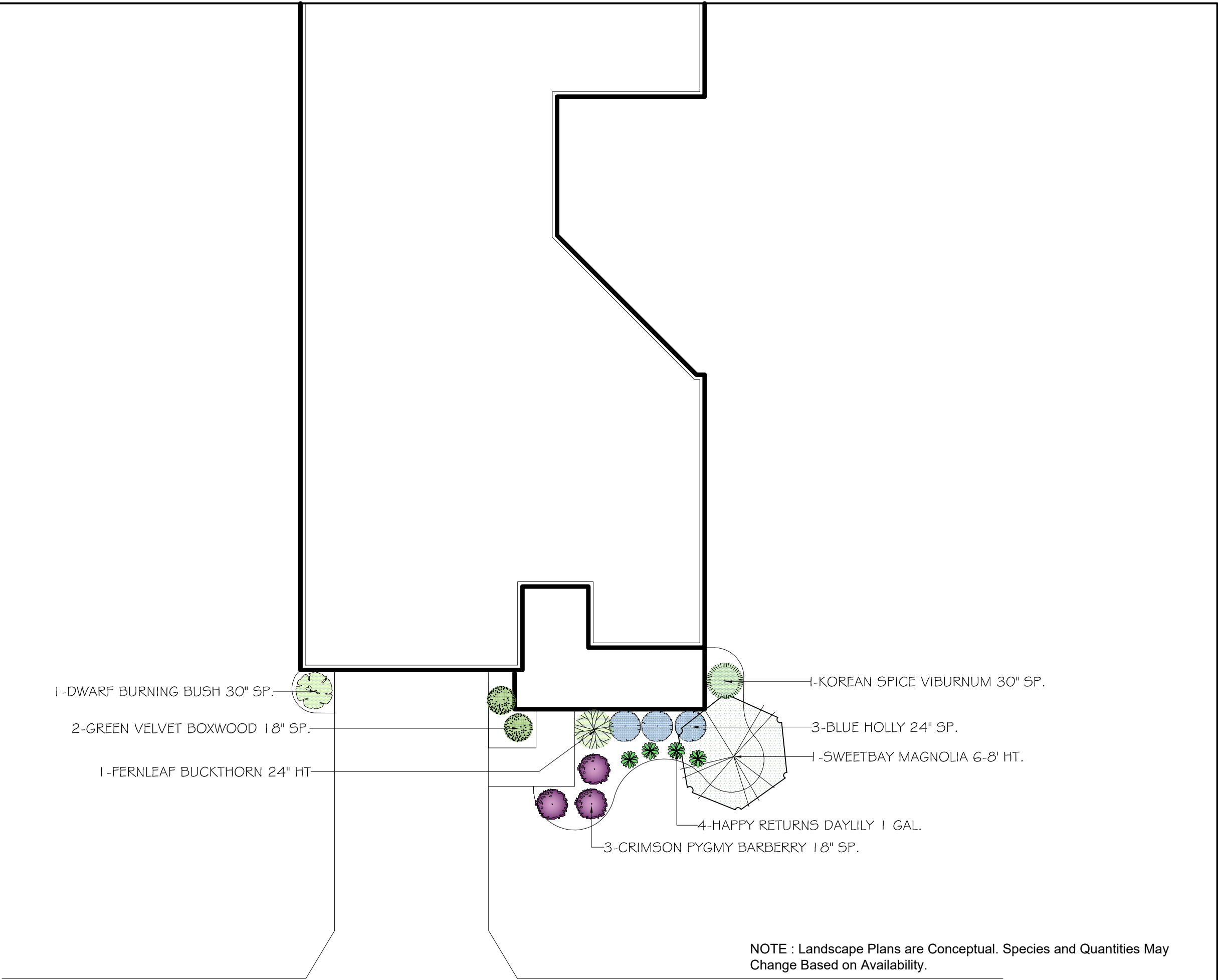
**WILSON LANDSCAPE**  
ASSOCIATES

DESIGN / INSTALLATION / RESIDENTIAL / COMMERCIAL

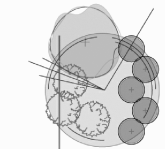
900 Buckeye Park Road Columbus OH 43207  
614.444.8873 tel 614.444.3175 fax  
wilsonlandscapeandturf.com

## Conceptual Landscape Plans Detached Homes

|                 |          |
|-----------------|----------|
| Date:           | 8-4-2014 |
| Scale:          | 1" = 10' |
| Drawn By:       | TQT      |
| Drawing Number: |          |



NOTE : Landscape Plans are Conceptual. Species and Quantities May Change Based on Availability.



WILSON LANDSCAPE  
ASSOCIATES

DESIGN / INSTALLATION / RESIDENTIAL / COMMERCIAL

900 Buckeye Park Road Columbus OH 43207  
614.444.8873 tel 614.444.3175 fax  
wilsonlandscapeandturf.com

# Conceptual Landscape Plans

## Detached Homes

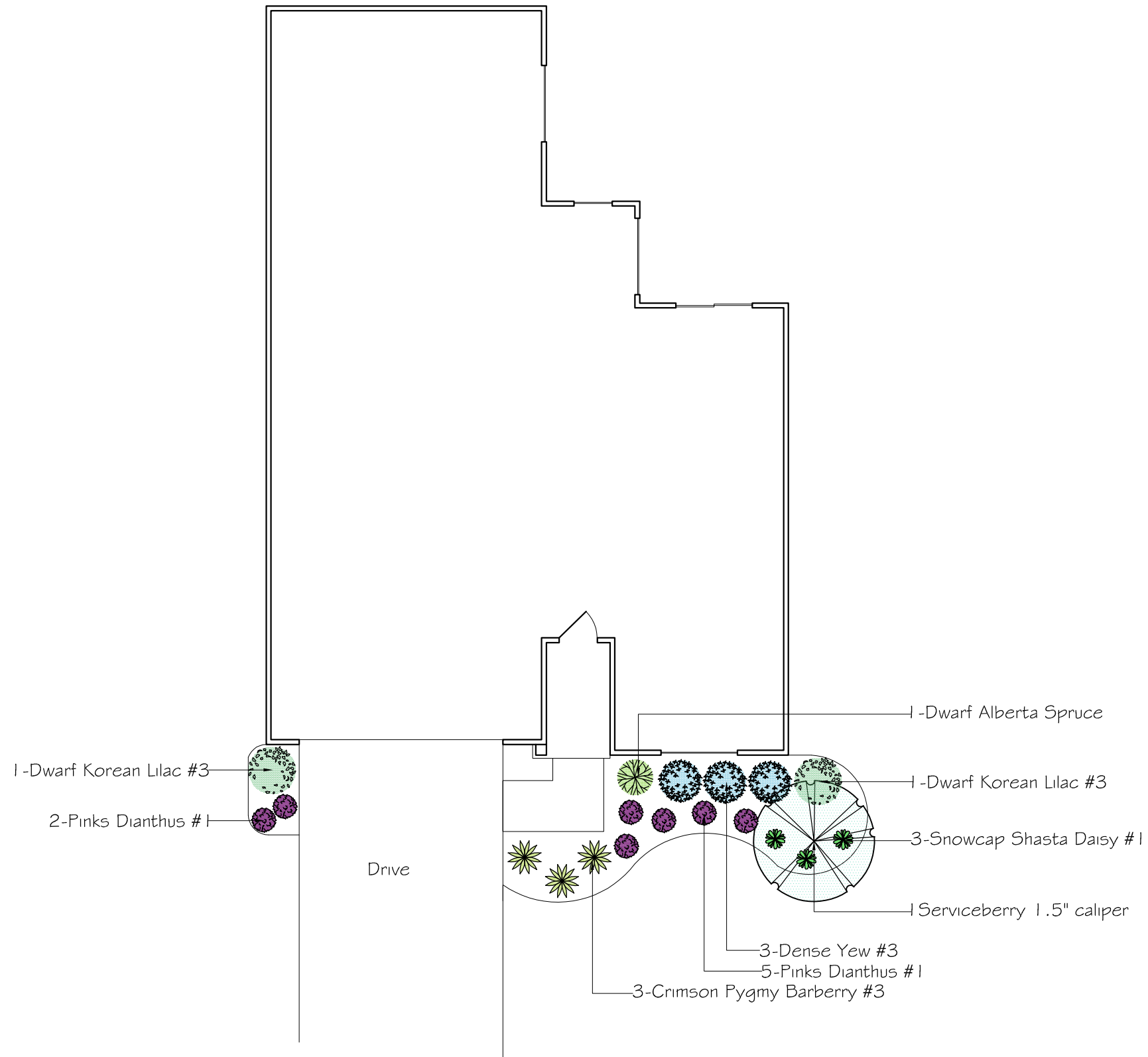
Date: 3/5/18

Scale: 1"=10'

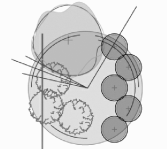
Drawn By: AS

Drawing Number:





NOTE : Landscape Plans are Conceptual. Species and Quantities May Change Based on Availability.



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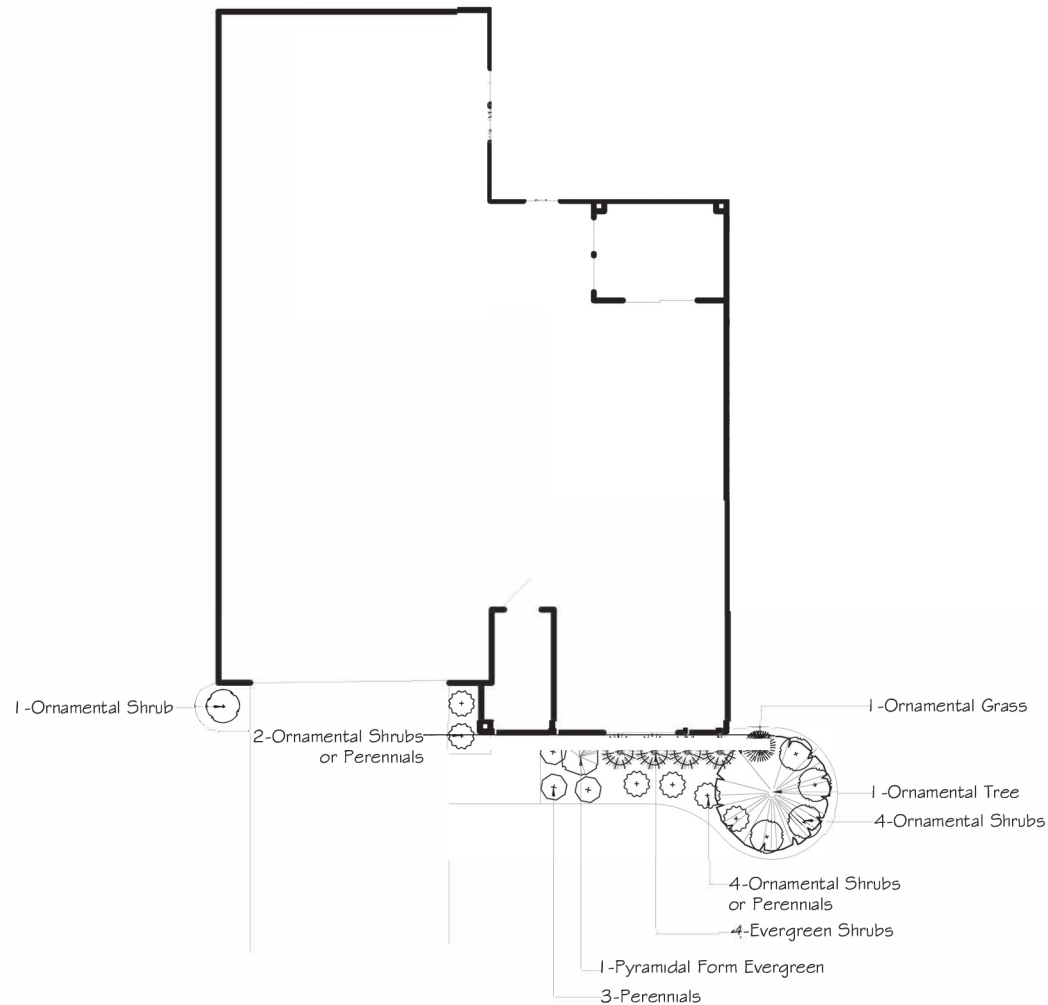
## Conceptual Landscape Plans Detached Homes

Date: 5/6/20

Scale: 1"=10'

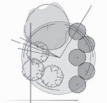
Drawn By: AS

Drawing Number:



## TYPICAL COURTYARD LANDSCAPE PLAN

NOTE: Landscape plans are conceptual. Species and quantities may change based on availability.



**WILSON LANDSCAPE  
ASSOCIATES**

DESIGN / INSTALLATION / RESIDENTIAL / COMMERCIAL

900 Buckeye Park Road Columbus OH 43207  
614.444.8873 tel 614.444.3175 fax  
wilsonlandscape@earthlink.net

## Conceptual Landscape Plans Detached Homes

Date: 5/23/19

Scale: 1"=10'

Drawn By: AS

Drawing Number:

COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA  
RESOLUTION NO. 21-134  
RESOLUTION DETERMINING NEED AND APPROVING FORM OF LEASE

WHEREAS, this Common Council (the “Council”) of the City of Westfield, Indiana (the “City”), has determined that it is in the best interest of the City to transfer real estate located at 17001 Ditch Road, pay the cost of constructing and equipping a new fire station and Fire Department Administration Building and other improvements related thereto for use by the City, and paying all necessary and incidental costs of issuance of such debt including capitalized interest if necessary (collectively, the “Project”); and

WHEREAS, this Council now finds that a need exists for the Project, and that the City cannot provide the necessary funds to pay the cost of the Project required to meet such need; and

WHEREAS, this Council, being duly advised, finds that it is in the best interests of the City and its citizens to enter into negotiations with the City of Westfield Corporation (the “Building Corporation”) to enter into a lease agreement with the Building Corporation, as Lessor, for all or a portion of the Project pursuant to INDIANA CODE 36-1-10, or in the alternative to enter into a lease agreement pursuant to INDIANA CODE 5-23-3-2, for the purpose of financing all or a portion of the Project, including the necessary and incidental costs related thereto (the “Lease”); and

WHEREAS, a proposed form of Lease has been presented to the City and this Council; and

WHEREAS, this Council reasonably expects the Building Corporation to finance the costs of the Project, including capitalized interest and all other necessary and incidental costs of issuance, with the proceeds of lease revenue bonds issued for or on behalf of the City in an amount not to exceed \$13,850,000; and

WHEREAS, this Council reasonably expects to pay for a portion of the costs of the Project prior to the Building Corporation’s issuance of bonds;

NOW THEREFORE BE IT RESOLVED, that a need exists for the Project, and that the Project cannot be funded from sufficient funds available to the City, and that this Council proceed to take such steps as may be necessary to secure the Project and leasing of such facilities as provided in Indiana law.

BE IT FURTHER RESOLVED that the proposed form of Lease in the form presented at this meeting is hereby approved. This Council hereby sets the public hearing on the Lease for October 25, 2021, at 7:00 P.M., in the Assembly Room of City Hall located at 130 Penn Street, Westfield, Indiana, or at such other time and/or place as this Council shall determine. This Council hereby authorizes the publication of a notice of the public hearing on the Lease pursuant to applicable Indiana Law and the Mayor is hereby authorized and directed to cause such notice to be published and mailed in accordance with Indiana Law

[Remainder of this page intentionally left blank – signature pages follow]

ALL OF WHICH IS HEREBY ADOPTED BY THE COMMON COUNCIL OF WESTFIELD,  
HAMILTON COUNTY, INDIANA THIS 11th DAY OF OCTOBER, 2021.

WESTFIELD COMMON COUNCIL  
HAMILTON COUNTY, INDIANA

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

**ATTEST:**

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION No. 21- 134 was delivered to the Mayor of Westfield,  
Indiana, on the \_\_\_\_\_ day of October, 2021 at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution No. 21- 134

This \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO Resolution No. 21-134

This \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: */s/James T. Crawford, Jr.*

*Prepared by:* James T. Crawford, Jr.  
Taft, Stettinius & Hollister LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204 (317) 713-3500

COMMON COUNCIL  
CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA  
ORDINANCE NO. 21-46

ORDINANCE APPROVING THE BUILDING CORPORATION, AUTHORIZING EXECUTION OF LEASE,  
AUTHORIZING THE SALE OF CERTAIN REAL ESTATE, AND APPROVING THE ISSUANCE OF BONDS  
AND RELATED MATTERS

WHEREAS, this Common Council (the “Council”) of the City of Westfield, Hamilton County, Indiana (the “City”) has previously examined and approved a form of lease agreement (the “Lease”) proposed by the City of Westfield Building Corporation (the “Building Corporation”) on September 13, 2021; and

WHEREAS, notice of a hearing on the Lease was given by publication in the *The Times and the Hamilton County Reporter* on or around October 14, 2021, and said hearing has been held in accordance with said notice; and

WHEREAS, the Building Corporation has been formed as a not-for-profit corporation to assist in the financing of public facilities; and

WHEREAS, by statute the Building Corporation is required to own the real estate to be leased to the City, and appraisals have been completed to determine the fair market value of the real estate;

NOW THEREFORE BE IT RESOLVED by this Council that this Council now finds that the preliminary drawings, plans, specifications and estimates provide the necessary facilities for the citizens of this City and the same now are hereby approved.

BE IT FURTHER RESOLVED, that the proposed Lease with the Building Corporation, as lessor, provides for a fair and reasonable rental and further that the execution of the Lease is necessary and wise.

BE IT FURTHER RESOLVED, that the Clerk-Treasurer of the City is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the minute book immediately following the minutes of this meeting, and the Lease is made a part of this ordinance as fully as if the same were set forth herein.

BE IT FURTHER RESOLVED, that the Mayor and Clerk-Treasurer of the City be, and they are hereby authorized and directed to execute the Lease on behalf of the City upon the completion of all statutory requirements relating to the Lease.

BE IT FURTHER RESOLVED that providing for the financing, construction and equipping of a fire station and Fire Department Administration Building by the Building Corporation to be



located at approximately 17001 Ditch Road in the City (the “Project”) and the leasing of same to the City is in the public interest of the citizens of the City, and it is a proper public purpose for which this Council agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all agencies of the federal, state and local governments.

BE IT FURTHER RESOLVED that the issuance, sale and delivery by the Building Corporation of bonds designated Ad Valorem Property Tax First Mortgage Bonds, Series 2021 (or some variation thereon) in the aggregate principal amount not to exceed \$13,850,000 is hereby approved.

BE IT FURTHER RESOLVED that, upon the redemption or retirement of the bonds to be issued by the Building Corporation, the City will accept from the Building Corporation title to the Project, free and clear of any and all liens and encumbrances thereon.

BE IT FURTHER RESOLVED that this Council hereby approves the current members of the Board of Directors the Building Corporation.

BE IT FURTHER RESOLVED that the Building Corporation may issue, sell and deliver its bonds, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing the construction of the street garage and may enter into contracts for the sale of the bonds, the acquisition of real estate, and the construction of the Project.

BE IT FURTHER RESOLVED, that the Mayor is authorized to deem an official statement relating to the Bonds as nearly final, and the distribution of the nearly final official statement by the Building Corporation is hereby approved.

BE IT FURTHER RESOLVED, that after the sale of the Bonds the Mayor is authorized to execute a Bond Purchase Agreement with the purchaser of the Bonds.

BE IT FURTHER RESOLVED, proper officers of the City are authorized to execute a deed and sell the real estate to the Building Corporation at a price not less than the fair market value determined pursuant to Indiana Code 36-1-10-11.

BE IT FURTHER RESOLVED, that a Continuing Disclosure Undertaking related to the sale of the Bonds in the usual and customary form is hereby approved, and the Mayor is authorized to execute such agreement.

BE IT FURTHER RESOLVED, that the Mayor and Clerk-Treasurer of the City as applicable are hereby authorized on behalf of the City to approve and execute any certificates, documents and agreements in connection with the issuance of the Bonds.

[Remainder of this page intentionally left blank – signature pages follow]

ALL OF WHICH IS HEREBY ADOPTED BY THE COMMON COUNCIL OF WESTFIELD,  
HAMILTON COUNTY, INDIANA THIS 25th DAY OF OCTOBER, 2021.  
WESTFIELD COMMON COUNCIL  
HAMILTON COUNTY, INDIANA

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

**ATTEST:**

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby certify that ORDINANCE No. 21- 46 was delivered to the Mayor of Westfield, Indiana,  
on the \_\_\_\_\_ day of October, 2021 at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance No. 21- 46  
this \_\_\_\_\_ day of October, 2021.

I hereby VETO Ordinance No. 21-46  
this \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: */s/James T. Crawford, Jr.*

*Prepared by:* James T. Crawford, Jr.  
Taft, Stettinius & Hollister LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204 (317) 713-3500

TRUST INDENTURE

by and between

CITY OF WESTFIELD BUILDING CORPORATION

and

\_\_\_\_\_ ,

\_\_\_\_\_, as Trustee

\$13,850,000 Lease Rental Revenue Bonds, Series 2021

Dated as of December 1, 2021

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## TRUST INDENTURE

THIS TRUST INDENTURE, executed and dated as of the 1<sup>st</sup> day of December, 2021 (the “Indenture”), is made and entered into by and between CITY OF WESTFIELD BUILDING CORPORATION, a non-profit corporation organized and existing under the laws of the State of Indiana (the “Corporation”), and \_\_\_\_\_ a national banking association operating under the laws of the United States of America and having a corporate trust office in \_\_\_\_\_, Indiana (the “Trustee”).

### W I T N E S S E T H:

WHEREAS, the Corporation has, by due corporate action, determined to borrow the sum of Thirteen Million Eight Hundred Fifty Thousand Dollars (\$13,850,000) for the purpose of procuring funds to finance the cost of the purchasing real estate and constructing and equipping a new fire station and Fire Department Administration Building and related improvements for use by the City of Westfield, Indiana (the “City” or the “Lessee”), and paying all necessary and incidental costs of issuance of such debt including capitalized interest if necessary (collectively, the “Project”) and to execute and issue its Lease Rental Revenue Bonds, Series 2021 (the “2021 Bonds”) in the form and terms provided herein; and

WHEREAS, in order to secure the principal and interest of all of the 2021 Bonds, and all other bonds issued pursuant to this Indenture on a parity with the 2021 Bonds (the “Additional Bonds”) (the 2021 Bonds and the Additional Bonds, collectively, the “Bonds”) and the performance of the covenants herein contained, the Corporation has in like manner determined to execute and deliver this Indenture; and

WHEREAS, all acts, proceedings and things necessary and required by law and by the bylaws of the Corporation to make the 2021 Bonds, when executed by the Corporation and authenticated by the Trustee, the valid, binding and legal obligations of the Corporation, have been done, taken and performed, and the issuance, execution and delivery of the 2021 Bonds, and the execution, acknowledgment and delivery of this Indenture have, in all respects, been duly authorized by the Corporation in the manner provided and required by law.

### NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

The Corporation, in consideration of the premises and the acceptance of the 2021 Bonds by the registered owners thereof, and the sum of One Dollar (\$1.00) in hand paid by the Trustee, receipt of which is hereby acknowledged, and especially in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued and at any time outstanding hereunder as the same shall become due, according to the tenor hereof, and the faithful performance of all the covenants and agreements contained in the

Bonds and in this Indenture, by these presents does grant, bargain, sell, transfer, assign, demise, release, convey, pledge, set over and confirm unto the Trustee, the following (collectively, the “Trust Estate”):

- (i) All proceeds of all Bonds issued hereunder and other cash and securities now or hereafter held in the funds and accounts (except the Rebate Fund) created and established hereunder and the investment earnings thereon and all proceeds thereof;
- (ii) all rights, titles and interests of the Corporation under the Lease, by and between the Corporation, as lessor, and the City, as lessee, dated as of October\_\_, 2021, as amended (the “Lease”); and
- (iii) all other properties and moneys hereafter pledged to the Trustee by the Corporation to the extent of that pledge.

TO HAVE AND TO HOLD all of the Trust Estate unto the Trustee and its successors in said trust; and to their assigns forever; in trust, nevertheless, upon the terms and conditions set forth herein for the equal and proportionate benefit, security and protection of all registered owners of the Bonds issued or to be issued under and secured by this Indenture, without preference, priority or distinction as to lien or otherwise by reason of the date of maturity thereof, or for any other reason whatsoever, subject to the provisions of this Indenture.

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner as set forth in said Bonds in accordance with the terms hereof, and shall well and truly keep, perform and observe all covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by the Corporation, and shall pay to the Trustee all sums of money due, or to become due to it, in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee, in such case, on demand of the Corporation, upon the payment by the Corporation to the Trustee of its reasonable fees, costs and expenses, shall execute and deliver to the Corporation such discharges or satisfactions as shall be requisite to discharge the lien hereof and to reconvey to or to revest in the Corporation the Trust Estate hereby conveyed; otherwise, this Indenture to be and remain in full force and effect.

All Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all property hereby mortgaged and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed; and the Corporation has agreed and

covenanted, and does hereby agree and covenant, with the Trustee and with the respective registered owners, from time to time, of the Bonds or any part thereof, as follows:

(End of preambles and granting clauses)

## ARTICLE I.

### Definitions

The terms defined in this Article I shall, for all purposes of this Indenture, and any indenture supplemental hereto, have the meanings herein specified, unless the context otherwise requires:

“Additional Bonds” shall mean Bonds issued pursuant to Section 2.07 hereof.

“Affidavit of Completion” shall have the meaning given in Section 3.01(c) hereof.

“Agreement” shall have the meaning given in the 2021 Bond form in Section 2.05 hereof.

“Authorized Representative” shall mean, with respect to the Corporation, the President or Secretary of the Corporation, or any other person designated as such by a resolution of the board of directors of the Corporation and approved by the Mayor.

“Bond” or “Bonds” shall (unless the context shall otherwise require) mean any Bond or Bonds, or all the Bonds, as the case may be, including both the 2021 Bonds and Additional Bonds.

“2021 Bonds” shall mean the Lease Rental Revenue Bonds, Series 2021 authorized in Section 2.01 hereof.

“Business Day” shall mean a day other than Saturday, Sunday, or day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close or on which The New York Stock Exchange is closed.

“City” shall mean the City of Westfield, in Hamilton County, Indiana, a municipal corporation under the laws of the State.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“2021 Construction Account” shall mean the 2021 Construction Account created and established as a part of the Project Fund by Section 3.01 hereof.

“Corporation” shall include and mean the Corporation, and shall also include any corporation successor thereto by consolidation, merger or purchase.

“Government Obligations” shall mean obligations of, or unconditionally guaranteed by, the Department of the Treasury of The United States of America.

“Indenture” or “this Indenture” shall mean this instrument, either as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture entered into pursuant to the provisions of this Indenture.

“Interest Payment Date” shall mean each February 1 and August 1, commencing August 1, 2022.

“Lease” shall mean the Lease by and between the Corporation, as lessor, and the City, as lessee, dated as of October\_\_\_\_, 2021, pursuant to which the City as lessee, will lease the Project, as amended, modified, or supplemented.

“Lessee” shall mean the City.

“Operation Fund” shall have the meaning given in Section 3.03 hereof.

“Original Date” means December\_\_\_\_, 2021.

“Moody’s” shall mean Moody’s Investors Service, Inc., or any successor thereof which qualifies as a Rating Agency hereunder.

“Paying Agent” shall mean any bank or trust company at which the principal of the Bonds is payable, which initially is the Trustee.

“Premises” shall have the meaning set forth in the Lease.

“Principal Payment Date” shall mean each February 1 and August 1 on which principal on the Series 2021 Bonds is due.

“Project” shall mean all or any portion of the financing of the purchasing of real estate and constructing and equipping a new fire station and Fire Department Administration Building and related improvements for use by the City, and paying all necessary and incidental costs of issuance of such debt including capitalized interest if necessary.

“Project Fund” shall have the meaning given in Section 3.01 hereof.

“Qualified Investments” shall mean any of the following to the extent permitted by law:

- (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),
- (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,
- (iii) obligations fully and unconditionally guaranteed as to timely payment

of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America,

- (iv) Federal Housing Administration debentures,
- (v) Federal Home Loan Mortgage Corporation participation certificates and senior debt obligations (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),
- (vi) Farm Credit Bank consolidated system-wide bonds and notes,
- (vii) Federal Home Loan Banks consolidated debt obligations,
- (viii) Federal National Mortgage Association senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),
- (ix) commercial paper (having original maturities of not more than 270 days) rated “A-1+” by Standard and Poor’s and “Prime-1” by Moody’s at the time of purchase,
- (x) unsecured deposits (including certificates of deposit, demand deposits and savings accounts) of any U.S. depository institution or trust company incorporated under the laws of the United States or any state thereof, provided that the short-term debt obligations of such depository institution or trust company at the date of purchase thereof have been rated at least “A-1” by Standard & Poor’s and “P-1” by Moody’s,
- (xi) deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), including CDARS and negotiable certificates of deposit,
- (xii) State and Municipal Obligations, which means:
  - (a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated in the two highest rating categories by Standard & Poor’s or Moody’s at the time of purchase, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.
  - (b) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated “A-

1+” by Standard & Poor’s or “MIG-1” by Moody’s at the time of purchase.

(c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (a) above and rated in the two highest rating categories by Standard & Poor’s or Moody’s at the time of purchase.

(xiii) money market funds, which funds may be funds of the Trustee or its affiliates, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise, and which funds are rated, at the time of purchase, “AAAm” or “AAAm-G” by Standard & Poor’s.

“Real Estate” shall have the meaning set forth in the Lease.

“Rebate Fund” shall have the meaning given in Section 3.03 hereof.

“Record Date” shall mean, with respect to each Interest Payment Date, the fifteenth day of the month immediately preceding the month of such Interest Payment Date.

“Redemption Fund” shall have the meaning given in Section 3.05 hereof.

“Registrar” shall mean the Trustee, and its successors and assigns.

“Responsible Officer of the Trustee” shall mean any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person’s knowledge of, and familiarity with, the particular subject and who shall have direct responsibility for the administration of this Indenture.

“Security Documents” shall mean the Indenture, the Lease, the 2021 Bonds and/or any additional or supplemental thereto executed in connection with the 2021 Bonds.

“Sinking Fund” shall have the meaning given in Section 3.02 hereof.

“Standard & Poor’s” shall mean Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies, Inc., or any successor thereto which qualifies as a Rating Agency hereunder.

“State” shall mean the State of Indiana.



[“Term Bonds” shall mean the 2021 Bonds maturing on \_\_\_\_\_ and \_\_\_\_\_.]

“Trustee” shall mean and include the Trustee named in the first paragraph of this Indenture and its successors in trust.

Words importing the singular number shall include the plural number in each case, and vice versa, and words importing persons shall include firms and corporations. The words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision of this Indenture. The Table of Contents appended to this Indenture and the captions included within this Indenture shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time. All references herein to the project subject to the Lease shall mean the work or type of work contemplated by the plans and specifications related thereto.

(End of Article I)

## ARTICLE II.

### Maturities, Form, Issuance, Delivery and Registration of the 2021 Bonds

#### Section 2.01 Principal Amount; Dated Date; Denominations; Numbering; Maturities; Interest; Authorization for Book-Entry System.

(a) The principal amount of the 2021 Bonds which may be issued and outstanding under this Indenture shall not exceed Thirteen Million Eight Hundred Fifty Thousand Dollars (\$13,850,000), except as permitted by Section 2.07 hereof. The 2021 Bonds shall be issued as negotiable, fully registered bonds payable from payments made by the City under the Lease and funds held under this Indenture. The 2021 Bonds shall be designated as Lease Rental Revenue Bonds, Series 2021, originally dated as of the Original Date, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof and shall be numbered and lettered consecutively from 2021R-1 upward.

(b) The 2021 Bonds shall mature on the dates and in the principal amounts set forth below, and bear interest at the rates per annum set forth below:

Maturity Date

Interest Rate

Principal Amount

[The 2021 Bonds maturing on \_\_\_\_\_ and \_\_\_\_\_, shall be the “Term Bonds” and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 4.01(b).]

The interest on all of the 2021 Bonds is payable on each Interest Payment Date. Interest shall be calculated from the Interest Payment Date next preceding the date of authentication to which interest has been paid unless the Bond is authenticated on or before the Record Date for the first Interest Payment Date, in which case interest shall be paid from the Original Date, or unless the Bond is authenticated after the Record Date for an Interest Payment Date and on or before such Interest Payment Date, in which case interest shall be paid from such Interest Payment Date. Interest shall be calculated on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

(c) The 2021 Bonds will initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Corporation from time to time (the “Clearing Agency”), without physical distribution of 2021 Bonds to the public. The following provisions of this Section apply in such event.

One definitive 2021 Bond of each maturity shall be delivered to the Trustee for and on behalf of the Clearing Agency and held in its custody. The Corporation, the Trustee, the

Registrar and the Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2021 Bonds as are necessary or appropriate to accomplish or recognize such book-entry form bonds.

So long as the 2021 Bonds remain and are held in book-entry form on the books of a Clearing Agency, then (1) any such 2021 Bond may be registered upon the registration record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2021 Bond is so registered shall be, and the Corporation, the Trustee, the Registrar and the Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2021 Bond for all purposes of this resolution, including, without limitation, receiving payment of the principal of and interest and premium, if any, on such 2021 Bond, the receiving of notice and the giving of consent; (3) neither the Corporation, the Trustee, the Registrar nor the Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2021 Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2021 Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2021 Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any 2021 Bond called for partial redemption, if any, prior to receiving payment so long as the Trustee and the Clearing Agency have agreed to the method for noting such partial redemption.

If the Corporation receives notice from the Clearing Agency which is currently the registered owner of the 2021 Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2021 Bonds or the Corporation elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2021 Bonds, then the Corporation, the Trustee, the Registrar and the Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2021 Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2021 Bonds and to transfer the ownership of each of the 2021 Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2021 Bonds may direct in accordance with this Indenture. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2021 Bonds, shall be paid by the Corporation.

So long as the 2021 Bonds remain and are held in book-entry form on the books of a Clearing Agency, the Trustee, the Registrar and the Paying Agent shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2021 Bonds as of a record date selected by the Trustee. For purposes of determining

whether the consent, advice, direction or demand of a registered owner of a 2021 Bonds has been obtained, the Trustee shall be entitled to treat the beneficial owners of the 2021 Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Indenture.

So long as the 2021 Bonds remain and are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of such 2021 Bonds, as amended and supplemented, or any successor agreement shall control on the matters set forth therein. Each of the Trustee, the Registrar and the Paying Agent agrees that it will (i) undertake the duties of agent set forth therein and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Trustee, the Registrar and the Paying Agent, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, so long as the 2021 Bonds remain and are held in book-entry form, the provisions of Section 2.01 of this Indenture shall control over conflicting provisions in any other section of this Indenture.

Section 2.02 Payment of Principal and Interest. The interest on the Bonds shall be payable by check or draft mailed on the Interest Payment Date to the person in whose name each Bond is registered as of the Record Date for such Interest Payment Date at each address as it appears on the registration and transfer books maintained by the Registrar or at such other address as is provided to the Trustee, the Registrar and the Paying Agent in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Trustee, the Registrar and the Paying Agent before the Record Date for such payment. The principal of, and premium, if any, on the Bonds shall be payable upon surrender thereof in lawful money of the United States of America, at the corporate trust operations office of the Paying Agent, initially in \_\_\_\_\_, \_\_\_\_\_. Principal payments in connection with mandatory sinking fund redemption hereunder shall not require presentation of the Bonds for payment.

All Bonds shall be canceled upon their payment by the Paying Agent.

Section 2.03 Execution of Bonds. The Bonds shall be signed by the manual or facsimile signature of the president or vice president of the Corporation and attested by the manual or facsimile signature of the vice president or secretary, who shall affix the seal, if any, of the Corporation to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature appears, on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof.

Section 2.04 Authentication. Each of the Bonds shall be authenticated by a certificate of the Registrar endorsed thereon in the form hereinafter set forth. Only such

Bonds as shall bear thereon the certificate of the Registrar shall be secured by this Indenture or entitled to any lien or benefit hereunder, and the certificate of the Registrar upon any such Bond executed by the Corporation shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and is entitled to the benefits of the trust hereby created.

Section 2.05 Form of 2021 Bonds. The form of the 2021 Bonds, the Registrar's certificate to be endorsed thereon and the registration endorsement (with appropriate insertions of amounts, distinguishing numbers, letters and other appropriate information) shall be substantially as follows:

2021R-

UNITED STATES OF AMERICA

State of Indiana

Hamilton County

CITY OF WESTFIELD BUILDING CORPORATION  
LEASE RENTAL REVENUE BOND, SERIES 2021

|                 |                 |                 |                       |              |
|-----------------|-----------------|-----------------|-----------------------|--------------|
| <u>Interest</u> | <u>Maturity</u> | <u>Original</u> | <u>Authentication</u> |              |
| <u>Rate</u>     | <u>Date</u>     | <u>Date</u>     | <u>Date</u>           | <u>CUSIP</u> |
|                 |                 | ____, 2021      | ____, 2021            |              |

Registered Owner:

Principal Sum:

CITY OF WESTFIELD BUILDING CORPORATION, a corporation duly organized and existing under the laws of the State of Indiana (hereinafter called the "Corporation"), for value received, hereby promises to pay 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 is subject to and is called for redemption prior to maturity as provided for herein), and to pay interest hereon at the Interest Rate stated above from the interest payment date to which interest has been paid next preceding the date of authentication of this bond unless this bond is authenticated after the fifteenth day of the month immediately preceding the month in which interest is payable in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before \_\_\_\_\_, 2021, in which case it shall bear interest from the Original Date, until the principal shall be fully paid, which interest is payable on February 1 and August 1 of each year, beginning on August 1, 2022. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this bond is payable by check or draft mailed on the interest payment date to the person in whose name this bond is registered on the fifteenth day of the month immediately preceding the month in which interest is payable (the "Record Date"). Each registered owner of \$1,000,000 or more in principal amount of Bonds (as hereinafter defined) shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Trustee, the Registrar and Paying Agent (each hereinafter defined) before the Record Date for such payment. Principal of and premium, if any, on this bond are payable in lawful money of the United States of America upon presentation at the principal corporate trust office of \_\_\_\_\_, in \_\_\_\_\_, Indiana (the "Registrar" and the "Paying Agent"). Principal payments in connection with mandatory sinking fund redemption shall not require presentation of the bonds for payment.

This bond is one of an authorized issue of bonds of the Corporation, all of like date, tenor and effect (except as to numbering, denomination, interest rates, terms of redemption and dates of maturity), in the aggregate principal amount of Thirteen Million Eight Hundred Fifty Thousand Dollars (\$13,850,000) (the "2021 Bonds"), issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a Trust Indenture (hereinafter called the "Indenture"), dated as of December 1, 2021, executed by the Corporation and \_\_\_\_\_, as trustee (the "Trustee"), to which reference is hereby made for a description of the property securing the 2021 Bonds and any additional parity Bonds issued thereunder (the "Additional Bonds") (the 2021 Bonds and the Additional Bonds, collectively, the "Bonds"), the rights under the Indenture of the Corporation, the registered owners of the 2021 Bonds and any Additional Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree. The Bonds are limited obligations payable from rental payments under a Lease dated as of October \_\_, 2021, between the Corporation, as lessor, and the City of Westfield, Indiana (the "City"), as lessee, as amended, and other moneys assigned by the Indenture. The Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.07 thereof and allows the Corporation to terminate the security of the Indenture for Bonds by establishing a trust fund under the conditions set out in Section 8.04 thereof.

The 2021 Bonds maturing on or after \_\_\_\_\_, 20\_\_ may be redeemed prior to maturity at the option of the Corporation, in whole or in part, in any order of maturity or maturities selected by the Corporation and by lot within any maturity, on any date not earlier than \_\_\_\_\_, 20\_\_ from any moneys made available for that purpose, at face value plus interest accrued to the date fixed for redemption and without any premium.

[The 2021 Bonds maturing on \_\_\_\_\_, 20\_\_ are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Date

Amount

\* Final Maturity

The Trustee shall credit against the mandatory sinking fund requirement for any of the 2021 Bonds maturing on each of \_\_\_\_\_ and \_\_\_\_\_ (collectively, the “Term Bonds”), and corresponding mandatory sinking fund redemption obligation, in the order determined by the Corporation, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

The 2021 Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance or a condemnation award received in certain circumstances relating to damage, destruction, or condemnation of the property financed with the 2021 Bonds.

Notice of redemption shall be given by mail to the registered owners of all Bonds to be redeemed. If this bond is so called for redemption, and payment is made to the Trustee in accordance with the terms of the Indenture, this bond shall cease to bear interest or to be entitled to the lien of the Indenture from and after the date fixed for the redemption in the call.

If an event of default, as defined in the Indenture, occurs, the principal of this bond may become or may be declared due and payable prior to the stated maturity hereof, in the manner, and with the effect, and subject to the conditions provided in the Indenture.

This bond is transferable or exchangeable by the registered owner hereof at the corporate trust operations office of the Registrar, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer or exchange and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees or the registered owner, as the case may be, in exchange therefor.

The Corporation, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof.

A Continuing Disclosure Undertaking from the City to each registered owner or holder of any 2021 Bond, dated as of the date of initial issuance of the 2021 Bonds (the "Agreement"), has been executed by the City, a copy of which is available from the City and the terms of which are incorporated herein by this reference. The Agreement contains certain promises of the City to each registered owner or holder of any 2021 Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Agreement and to the exchange of such payment and acceptance for such promise.

This bond shall not be a valid obligation until duly authenticated by the Registrar, or its successors in trust, by the execution of the certificate endorsed hereon. The registered owner of this bond shall have no recourse for its payment against present or future incorporators, stockholders, members, officers, directors or employees of the Corporation, and such recourse is, by the acceptance of this bond, expressly waived.

IN WITNESS WHEREOF, THE CITY OF WESTFIELD BUILDING CORPORATION has caused this bond to be executed in its name and on its behalf by the original or facsimile of the signature of its President or Vice President, attested by the original or facsimile signature of its Vice President or Secretary.

CITY OF WESTFIELD  
BUILDING CORPORATION

By:  
President

Attest:

\_\_\_\_\_  
Secretary

#### **REGISTRAR'S CERTIFICATE**

This bond is one of the 2021 Bonds described in the within mentioned Indenture.

\_\_\_\_\_, as Trustee

By:  
Authorized Representative



## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(please print or typewrite name and address of transferee)

\_\_\_\_\_  
(please insert social security or  
other identifying number of assignee)

\$\_\_\_\_\_ in principal amount (must be a multiple of \$5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

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

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

(End of Form of Bond)

### Section 2.06 Delivery of Bond.

(a) The Bonds executed by the Corporation and authenticated by the Registrar shall be delivered by the Registrar to the purchaser thereof in the amount, at the times and upon the payment of the purchase price, as requested in writing by the president or treasurer of the Corporation.

(b) The proceeds received from the sale of the 2021 Bonds, in the amount equal to the principal amount of 2021 Bonds of \$\_\_\_\_\_, less the underwriter's discount in the amount of \$\_\_\_\_\_, [plus the net bond premium of \$\_\_\_\_\_,] shall be deposited into the Project Fund described in Section 3.01.

#### Section 2.07 Additional Bonds.

(a) Additional Bonds may be issued, notwithstanding anything herein to the contrary, on a parity with the 2021 Bonds subject to the terms and limitations of this section. So long as any contractor, subcontractor, materialman or laborer is asserting a claim against the Corporation or against the Premises, Additional Bonds may only be issued to pay such claim or judgment based upon such claim and costs and expenses related thereto, including court costs and attorney's fees. If no such claim is asserted against the Corporation during the applicable statutory period for asserting such claims, or if any such claim is appropriately reserved against, Additional Bonds may also be issued to pay the costs of improvements to the Premises or to finance a partial or total refunding of any of the Bonds. Additional Bonds shall be limited to amounts which can be repaid, along with the 2021 Bonds, from lease rentals paid by the City pursuant to the Lease. The lease rental pursuant to the Lease is limited as stated therein.

(b) Upon the execution and delivery of an appropriate supplement to this Indenture, the Corporation shall execute and deliver to the Registrar and the Registrar shall authenticate such Additional Bonds and deliver them as may be directed by the Corporation. The supplemental indenture shall specify, as to the Additional Bonds, the designation, date, denominations, numbering, interest rate or rates, maturities, redemption provisions, if any, payment provisions, the form of bond and any other appropriate terms. Prior to the delivery by the Registrar of Additional Bonds there shall be filed with the Trustee:

- (i) an executed counterpart of the supplemental indenture;
- (ii) a copy, certified by the secretary of the Corporation, of the resolution, adopted by the board of directors of the Corporation, authorizing the execution and delivery of the supplemental indenture and Additional Bonds;
- (iii) a request and authorization to the Registrar by an officer of the Corporation to authenticate and deliver such Additional Bonds to the purchasers therein identified upon payment to the Trustee of the purchase price plus accrued interest to the date of delivery, as specified in the request and authorization;
- (iv) an opinion of an independent public accountant selected by the Corporation, supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the 2021 Bonds, from lease rental payments pursuant to the Lease; and

- (v) an opinion of nationally recognized bond counsel selected by the Corporation to the effect that the issuance and sale of the Additional Bonds will not result in interest on the 2021 Bonds and any outstanding Additional Bonds becoming includable in the gross income of the owners thereof for federal income tax purposes.

Section 2.08 Mutilated, Destroyed, Stolen or Lost Bonds. In the event any Bond issued under this Indenture is mutilated, lost, stolen or destroyed, the Corporation may execute and the Registrar may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Trustee and the Registrar, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Trustee and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Corporation, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Indenture, equally and proportionately with any and all other Bonds issued hereunder.

Section 2.09 Registration of Bonds; Transfer or Exchange.

(a) The Registrar shall keep, at its principal corporate trust office, a record for the registration of Bonds which shall, at all reasonable times, be open for inspection by the Corporation.

(b) Each Bond shall be transferable or exchangeable only upon the registration record, by the registered owner thereof in writing, or by the registered owner's 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 such attorney, 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 Corporation; provided, however, the owner of such Bond or Bonds will be required to pay to the Corporation or the Trustee a sum sufficient to cover any tax, fee or other governmental charge required to be paid in connection with the transfer or exchange of such Bond or Bonds. In addition, the Trustee is not required to transfer or exchange any Bonds: (i) during

any period between the Record Date and the next Interest Payment Date; or (ii) during the 30 days prior to the mailing of any notice of redemption.

Section 2.10 Registered Owners of Bonds. The Corporation, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner of such Bond for all purposes whatsoever.

(End of Article II)

## ARTICLE III.

### Funds and Investments

#### Section 3.01 Project Fund.

(a) There is hereby established and created a fund designated as the “City of Westfield Building Corporation Project Fund” (the “Project Fund”), consisting of a 2021 Construction Account and such other accounts established by the Corporation from time to time pursuant to one or more supplemental indentures. All 2021 Bond proceeds shall be deposited in the 2021 Construction Account of the Project Fund. The Trustee shall apply the Project Fund to the costs of the Project including, but not limited to, the following items:

- (i) Obligations incurred for labor and to contractors, builders and materialmen in connection with the Project;
- (ii) The cost of acquiring the Real Estate;
- (iii) Interest on or the principal of any Bonds to the extent that funds in the Sinking Fund are insufficient;
- (iv) The cost of equipment for the Project;
- (v) The cost of all indemnity and surety bonds required by this Indenture, the fees and expenses of the Trustee, the Registrar and the Paying Agent during construction, and premiums on insurance during construction;
- (vi) Expenses and fees of architects, engineers and construction managers;
- (vii) All costs and expenses incurred in connection with the issuance and sale of the Bonds, including, without limitation, attorneys’ fees and expenses, printing costs, recording and filing fees, and costs of municipal bond insurance;
- (viii) All other incidental costs incurred in connection with the cost of the Project, including the accounting referred to in Section 5.07(a)(3) hereof; and
- (ix) Any amount required to be deposited in the Rebate Fund.

(b) All payments from the 2021 Construction Account, except for the items described in Section 3.01(a)(ii), (a)(iii) and (a)(vii), which shall be paid by the Trustee upon presentation of invoices or other documentation evidencing the amount due, shall be

made by the Trustee upon presentation of architect's or engineer's certificates of work completed and materials furnished, approved in writing by an Authorized Representative of the Corporation, or in the case of any items not subject to certification by the architect or engineer, then upon the presentation of an affidavit executed by an Authorized Representative of the Corporation, stating the character of the expenditure, the amount thereof, and to whom due, together with the statement of the creditor as to the amount owing and the creditor's taxpayer identification number (if not a corporation). The Trustee shall rely fully on any such certificates and affidavits delivered pursuant to this Section and the Trustee shall have no duty or obligation to verify that such payments relate to the costs of the Project or whether or not any such payments require architect's or engineer's certificates.

(c) The Corporation shall furnish to the Trustee at the time the Project is complete and ready for occupancy, and the Lease is endorsed to that effect, an affidavit (the "Affidavit of Completion") executed by an Authorized Representative and the architect or engineer, to the effect that the Project has been completed and is ready for occupancy and an affidavit executed by an Authorized Representative of the Corporation to the effect that the Trust Estate of the Corporation is free of all liens, encumbrances and claims whatsoever, excepting only this Indenture, the Lease and liens or potential liens arising from disputed claims of contractors and work to be repaired as set out therein.

(d) One year after the filing of the Affidavit of Completion, the Trustee shall hold in the 2021 Construction Account one hundred fifty percent (150%) of the amount of any disputed claims of contractors and work to be repaired, or if less shall hold the entire balance of the 2021 Construction Account, and shall transfer the unobligated balance of the 2021 Construction Account, if any, to the Sinking Fund. Any balance remaining in the 2021 Construction Account after payment of all disputed claims, claims for repair work and obligations for additional improvements or equipment authorized by Subsection (Third) of Section 5.11 hereof shall be transferred to the Sinking Fund within ten (10) days after the last payment of such obligations. The Trustee shall have no responsibility to see that the 2021 Construction Account is properly applied, except as herein specifically provided.

### Section 3.02 Sinking Fund.

(a) There is hereby established and created a fund designated as the "City of Westfield Building Corporation Sinking Fund" (the "Sinking Fund"). The Trustee shall deposit in the Sinking Fund from each rental payment, and from proceeds of rental value insurance which represents lease rental payments under the Lease, received by the Trustee pursuant to the Lease, an amount equal to the following, whichever is less:

- (i) All of such rental payment; or
- (ii) An amount which, when added to the amount in the Sinking Fund on the deposit date, equals the sum of (i) the principal due on the Bonds on the

next Principal Payment Date or sinking fund redemption date, and (ii) interest due on the Bonds on the next Interest Payment Date.

(b) Any portion of a rental payment remaining after such deposit and any receipts from sales of personal property and identified to the Trustee as such shall be deposited by the Trustee in the Operation Fund. The Trustee shall from time to time withdraw from the Sinking Fund and shall deposit in a special trust fund and make available to itself, as Trustee, or to any Paying Agent, sufficient moneys for paying the principal of the Bonds at maturity or upon mandatory sinking fund redemption and to pay the interest on the Bonds as the same falls due. Investment earnings may be used for deposits in the Rebate Fund.

Section 3.03 Rebate Fund. There is hereby established and created a fund designated as the “City of Westfield Building Corporation Rebate Fund” (the “Rebate Fund”). Within the Rebate Fund, the Trustee shall establish and create separate accounts for each series of bonds issued under this Indenture. In order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code, the Corporation is required to rebate portions of investment earnings to the United States government, the Corporation shall annually cause to be computed the amount required to be so rebated, or, if the provisions of Section 148(f)(4)(C)(vii) of the Code apply, the Corporation shall semi-annually cause to be computed the amount of the penalty to be paid in lieu of rebate. Upon receipt of such computation, the Trustee shall at the written direction of the Corporation deposit such amount in the Rebate Fund from the 2021 Construction Account, the Operation Fund or investment earnings on the Sinking Fund. The Trustee shall pay required rebates or penalties from the Rebate Fund as directed by the Corporation and as required by Section 148 of the Code. Such payments shall be made by the Trustee without any further authorization or direction other than stated herein.

Section 3.04 Operation Fund. There is hereby established and created a fund designated as the “Westfield Building Corporation Operation Fund” (the “Operation Fund”). The Operation Fund shall be used only for the payment of necessary incidental expenses of the Corporation (e.g. Trustee’s, Registrar’s and Paying Agent’s fees, required audits, appraisals, meetings, legal fees and expenses, expenses incurred in connection with any continuing disclosure obligations of the Corporation or the City in relation to the Bonds, reports and deposits in the Rebate Fund), the payment of any amounts as authorized by Section 3.03 hereof, to transfer funds to the Redemption Fund if so directed by the Corporation, the payment of principal of and premium, if any, and interest on the Bonds upon redemption as authorized in Section 3.07 hereof or the purchase price of Bonds purchased as authorized by Section 3.08 hereof, and if the amount in the Sinking Fund at any time is less than the required amount, the Trustee shall, without any further authorization, transfer available funds from the Operation Fund to the Sinking Fund in an amount sufficient to raise the amount in the Sinking Fund to the required amount. Such action by the Trustee shall not constitute a waiver of any other right or remedy the Trustee may have under this Indenture. Incidental expenses shall be paid by the Trustee upon the

presentation of an affidavit executed by an Authorized Representative of the Corporation stating the character of the expenditure, the amount thereof and to whom due, together with the statement of the creditor as to the amount owing and the creditor's taxpayer identification number (if not a corporation); provided, amounts owing to the Trustee may be withdrawn from the Operation Fund when due without presentation of an affidavit. The Trustee may rely upon such affidavit and certificates without further verification.

Notwithstanding anything herein to the contrary, upon receipt by the Trustee of a Request for Release of Funds, as defined below, the Trustee shall as soon thereafter as practical release to the City funds in the Operation Fund in accord with such Request. For these purposes, a "Request for Release of Funds" means a written request made by the City which (i) is signed by an appropriate representative of the City, (ii) sets forth the amount requested to be released from the Operation Fund to the City, and (iii) includes a statement, accompanied by supporting schedules prepared by an accountant or firm of accountants which verify the statement, that the balance to be held in the Operation Fund immediately after such amount is released to the City is expected to be sufficient to meet the known and anticipated payments and transfers to be satisfied from the Operation Fund in the succeeding eighteen months. The supporting schedules shall identify with particularity the anticipated sources and applications of funds. The statement and supporting schedules required by clause (iii) above shall not include anticipated investment earnings based on assumptions about reinvestment rates, but may include known investment earnings scheduled to be received on then current investments, and shall include any known or anticipated gain or loss from the disposition of investments. Notwithstanding the foregoing provisions of this paragraph, the Trustee shall not so release funds from the Operation Fund to the City during any time that a Responsible Officer of the Trustee has actual knowledge that there exists an uncured or unwaived event of default hereunder (as defined in Article VII), or an event which with notice or lapse of time or both would become such an event of default. The Trustee shall have no obligation nor shall it be responsible or liable for determining whether the information set forth in the Request for Release of Funds is accurate or whether such information complies with the terms of this Indenture. The Trustee may rely solely and exclusively upon the certification from the appropriate representative of the City that the Request for Release of Funds complies with the terms and conditions under this Section 3.04.

Section 3.05 Redemption Fund. There is hereby established and created a fund designated as the "City of Westfield Building Corporation Redemption Fund" (the "Redemption Fund"). The Redemption Fund may be used to call Bonds for redemption or to purchase Bonds as stated in Sections 3.07 and 3.08 hereof.

Section 3.06 Investment of Funds. All funds shall be invested by the Trustee as directed in writing from the Corporation. In the absence of such written direction, all funds shall be invested by the Trustee in the \_\_\_\_\_. During construction, all investment earnings shall be deposited in the 2021 Construction Account. After the filing of the Affidavit of Completion, the Trustee shall allocate interest earnings



to the fund or account to which the earnings are allocable. Funds invested for the Sinking Fund and Rebate Fund shall mature prior to the time the funds invested will be needed for payment of principal of and interest on the Bonds or rebate to the United States government. The Trustee is authorized to sell any securities so acquired from time to time in order to make required payments from a particular fund or account. Although the Corporation recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Corporation hereby agrees that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Trustee has no obligation to risk or expend its own funds.

The Trustee may conclusively rely upon the written instructions of the Authorized Representative of the Corporation as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Qualified Investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. In the absence of investment instructions from the Corporation, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in Qualified Investments. The Trustee shall not be liable for losses on investments made in compliance with the provisions of this Indenture.

The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Qualified Investments in such funds and accounts, or to credit to Qualified Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The Corporation acknowledges that the legal obligation to pay the purchase price of any Qualified Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

Section 3.07 Redemption of Bonds. Whenever the amounts contained in the Sinking Fund, Redemption Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Corporation (other than amounts deposited into the Rebate Fund), to redeem, upon the next redemption date, all Bonds secured thereby then outstanding after accounting for the intervening uses of such amounts, the Trustee shall apply the amounts in such Funds to the redemption of such Bonds pursuant to Article IV hereof.

Section 3.08 Purchase of Bonds. At the request of the Corporation expressed by a certified resolution of its board of directors, the Trustee shall remove funds from the Operation Fund or the Redemption Fund to be used for the redemption of Bonds, or for the purchase of Bonds.

(End of Article III)

## ARTICLE IV.

### Redemption Provisions

#### Section 4.01 Redemption.

(a) The 2021 Bonds payable on or after \_\_\_\_\_, 20\_\_, may be optionally redeemed prior to maturity at the option of the Corporation in whole, or in part in any order of maturity selected by the Corporation and by lot within maturities, on any date not earlier than \_\_\_\_\_, 20\_\_ at face value plus interest accrued to the date fixed for redemption without premium. If this bond is so called for redemption, and payment is made to the Trustee in accordance with the terms of the Indenture, this bond shall cease to bear interest or to be entitled to the lien of the Indenture from and after the date fixed for the redemption in the call.

(b) [The 2021 Bonds maturing on \_\_\_\_\_, 20\_\_ are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

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

\* Final Maturity

The Trustee shall credit against the mandatory sinking fund requirement for any 2021 Bonds, and corresponding mandatory sinking fund redemption obligation, in the order determined by the Corporation, any such 2021 Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each 2021 Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of 2021 Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such 2021 Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above. So long as a single registered owner is the registered owner of 100% of the 2021 Bonds, the registered owner shall not be required to surrender the 2021 Bonds to the Paying Agent to receive payment of principal in connection with a mandatory sinking fund redemption of 2021 Bonds, but shall be required to surrender such 2021 Bond on the final maturity date thereof to receive payment of the final principal payment thereof.]

(c) The Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance in certain circumstances as described in Section 6.09 hereof.

Section 4.02 Notice to Trustee; Partial Redemption. To evidence its intention to exercise the right of redemption of any Bonds, the Corporation shall, not less than thirty (30) days prior to the date selected for redemption, file with the Trustee, the Registrar and the Paying Agent written notice of its intention to redeem, designating the date fixed for redemption, and if less than all of the outstanding Bonds are to be redeemed stating the aggregate principal amount of Bonds which the Corporation desires to redeem. If less than all of the outstanding Bonds are to be redeemed, then the Bonds shall be redeemed in the order of maturity designated by the Corporation and by lot within maturities (which lottery shall be conducted by the Trustee), and for this purpose each Five Thousand Dollars (\$5,000) in aggregate principal amount shall be considered a separate Bond for purposes of optional and mandatory redemption. If some Bonds are to be redeemed by optional redemption and mandatory sinking redemption on the same date, the Trustee shall select by lot the Bonds for optional redemption before selecting Bonds by lot for the mandatory sinking fund redemption. No failure or defect in such notice by the Corporation to the Trustee shall affect the validity of the redemption of any Bonds.

Section 4.03 Notice of Redemption.

(a) Official notice of such redemption shall be mailed by first class mail by the Trustee to the registered owners of all Bonds to be redeemed not less than thirty (30) days nor more than sixty (60) days prior to the date selected for redemption, except to the extent such notice is waived by owners of Bonds redeemed. Said notice shall, with substantial accuracy:

- (i) Designate the time and places of redemption, said places to be the offices of the Trustee or any other Paying Agent;
- (ii) If the Bonds to be redeemed are less than the whole amount outstanding, designate the Bonds to be redeemed;
- (iii) State that on the designated date fixed for said redemption said Bonds shall be redeemed by the payment of the applicable redemption price hereinbefore set forth, and that from and after the date so fixed for such redemption interest on the Bonds so called for redemption shall cease;
- (iv) Comply with the requirements of any securities depository which has entered into an agreement with the Corporation with respect to the Bonds; and
- (v) Any conditions to such redemption.

(b) The cost and expenses of the preparation and mailing of said notices of redemption shall be paid by the Corporation. No failure or defect in the notice of redemption by the Trustee with respect to a particular Bond shall affect the validity of the redemption of any other Bond for which notice has been properly given.

Section 4.04 Payment of Redeemed Bonds. Such notice having been mailed as above provided, the Bonds designated for redemption shall, on the date specified in such notice, become due and payable at the then applicable redemption price, and on presentation and surrender of such Bonds in accordance with such notice, at the place at which the same are expressed in such notice to be redeemable, such Bonds shall be redeemed by the Paying Agent on behalf of the Corporation by the payment of such redemption price to the registered owners out of funds held by the Paying Agent for that purpose. Upon the payment of the redemption price of Bonds redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of, and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received by the redemption date, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds, the redemption price shall not be due and payable and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed and that the failure to redeem such Bonds shall not constitute an event of default under this Indenture. Moneys need not be on deposit with the Trustee prior to the mailing of the notice of redemption of the Bonds pursuant to the provisions of Section 4.03 hereof.

Section 4.05 Cancellation of Redeemed Bonds. All Bonds so redeemed (or purchased as authorized by Section 3.08 hereof) shall be canceled as provided in Section 2.02 hereof and shall not be reissued, nor shall any Bonds be issued in lieu thereof; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge therefor.

Section 4.06 Effect of Redemption. If an amount sufficient, together with earnings thereon, to redeem any Bonds called for redemption on the redemption date, as aforesaid, has been deposited with the Paying Agent or another paying agent for the account of the registered owner or registered owners of such Bonds on or before the date specified for such redemption in accordance with Section 8.04 hereof, and if the notice hereinbefore mentioned has been duly mailed or provision satisfactory to the Trustee has been made for the giving and mailing of such notice, and if all proper charges and expenses of such redemption have been paid or provided for, the Corporation shall be released from

all liability on such Bonds and such Bonds shall no longer be deemed to be outstanding hereunder, and interest thereon shall cease at the date specified for such redemption; and thereafter such Bonds shall not be secured by the lien of this Indenture. The Trustee shall be privileged to give notice of any call for redemption, but shall not be required to do so unless an amount sufficient, together with earnings thereon, to redeem the Bonds called on the redemption date and to pay all proper charges and expenses of such redemption have been deposited, as aforesaid. In case any question arises as to whether any such notice has been sufficiently given or any such redemption is effective, such question shall be decided by the Trustee, and decision of the Trustee shall be final and binding upon all parties in interest.

(End of Article IV)

## ARTICLE V.

### Covenants of the Corporation

Section 5.01 Observance of Covenants and Payment of Bonds. The Corporation covenants that it will observe any and all covenants, undertakings, stipulations and provisions contained in this Indenture and in each and every Bond issued hereunder, and will duly and punctually pay or cause to be paid the principal of said Bonds and the interest and premium, if any, thereon, at the times and places, and in the manner mentioned in said Bonds, according to the true intent and meaning thereof.

Section 5.02 Further Security. The Corporation covenants that it will promptly make, execute and deliver all indentures supplemental hereto, or otherwise, and take all such action as may reasonably be deemed by the Trustee necessary or advisable for better assuring and confirming to the Trustee the Trust Estate or any part thereof.

Section 5.03 Title to Trust Estate. The Corporation covenants that, except as to that part of the Trust Estate which may hereafter be acquired by it, the Corporation is now well seized of the Trust Estate, and has good right, full power and lawful authority to issue the Bonds, execute this Indenture and subject all of the Trust Estate to the lien hereof, in the manner and form herein contained or intended, and that it will preserve good and indefeasible title to all such property, and will warrant and defend the same to the Trustee against the claims of all persons whatsoever.

Section 5.04 Payment of Taxes on Trust Estate. The Corporation covenants that by the Lease it has required the City to pay promptly and before they shall become delinquent, all lawful taxes, charges and assessments at any time levied or assessed upon or against the Premises, or any part thereof.

Section 5.05 Corporate Existence. The Corporation covenants that it will maintain its corporate existence, paying all license or other fees and making all returns necessary for that purpose, and that it will not do or suffer to be done anything whereby its corporate existence or its right to hold the Trust Estate might in any way be questioned.

Section 5.06 Payment of Taxes by Trustee. If the City should at any time fail to pay any tax, assessment or other charge upon the Trust Estate, or any part thereof, or any license fee, franchise or corporation tax, or like statutory charge, as required by Section 5.04, the Trustee may, without obligation to inquire into the validity thereof, pay such tax, assessment, fee or other charge, but without prejudice to the rights of the Trustee arising hereunder in consequence of such default, and the amount of every payment so made at any time by the Trustee, with interest thereon at the highest rate of interest of any of the Bonds when sold, whether or not then outstanding, from the date of payment, shall constitute an additional indebtedness of the Corporation secured by the lien of this Indenture, prior or paramount to the lien hereunder of any said Bonds and the interest thereon.

Section 5.07 Books of Record and Account.

(a) The Corporation covenants that proper books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions of or in relation to the properties, business and affairs of the Corporation, and that it will:

(i) At such times as the Trustee may reasonably request on behalf of Bondholders, furnish statements in reasonable detail showing the earnings, expenses and financial condition of the Corporation.

(ii) From time to time furnish the Trustee such information as to the property of the Corporation as the Trustee may reasonably request on behalf of Bondholders.

(iii) Direct the City to file each year with the Trustee, on or before the expiration of ninety (90) days after the end of each year, a certificate signed by the, Authorized Representative stating that all taxes then due on the Premises have been duly paid (unless the City shall, in good faith, contest any of said taxes, in which event the facts concerning such contest shall be set forth), and that all insurance premiums required by the terms of the Lease to be paid by the City upon the Premises have been duly paid. Such certificate may be submitted to the Trustee substantially in the form shown on Exhibit B, Authorized Representative's Certificate attached hereto.

(b) The Corporation further covenants that all books, documents and vouchers relating to the properties, business and affairs of the Corporation shall at all times be open to the inspection of such accountants or other agents as the Trustee may from time to time designate.

Section 5.08 Guarantor, Endorser or Surety. The Corporation covenants that it will not guarantee, endorse or otherwise become surety for or upon the indebtedness of others except by endorsement of negotiable instruments for deposit or collection in the ordinary course of business, and that it will not sell its accounts receivable.

Section 5.09 Compliance with Laws. The Corporation covenants that it will observe and comply with the terms of all applicable laws and ordinances of the State of Indiana and any political or municipal subdivision thereof.

Section 5.10 Incurring Indebtedness. The Corporation covenants that it will not incur any indebtedness other than the 2021 Bonds except: (i) as permitted by Section 2.07 hereof, (ii) indebtedness payable from income of the Corporation from some source other than the Trust Estate pledged hereunder as long as any Bonds are outstanding hereunder, or (iii) indebtedness which is payable from the Trust Estate and subordinate to the rights of the Trustee under this Indenture.



Section 5.11 Use of Proceeds of Bonds. The Corporation covenants that the proceeds of the Bonds held in the 2021 Construction Account shall be used for the following purposes:

(i) The payment of the balance, if any, of the purchase price of the Real Estate;

(ii) To the payment of the cost of the Project in accordance with the provisions of Section 5.12 hereof. Such costs shall include but not be limited to the items set forth in Section 3.01 hereof;

(iii) Any balance in excess of one hundred fifty percent (150%) of the amount of any disputed claims of contractors and work to be repaired remaining after the completion of the Project may be obligated within a period of one (1) year thereafter for any one or more of the following purposes upon written request of the City :

(a) For the purchase of equipment for the Project;

(b) For the purchase of real estate adjacent to the Real Estate hereinbefore described; or

(c) For the improvement of the Project or the Real Estate.

(iv) Any balance in excess of one hundred fifty percent (150%) of the amount of any disputed claims of construction and work to be repaired remaining unobligated after one (1) year from the filing of the Affidavit of Completion shall be transferred to the Sinking Fund as provided in Section 3.01 hereof; and

(v) Any balance remaining after payment of all obligations authorized by Subsection (Third) above, shall be transferred to the Sinking Fund within ten (10) days after the last payment of such obligations as provided in Section 3.01 hereof.

Section 5.12 Lease; Construction of the Project.

(a) The Corporation covenants that it has entered into a valid and binding Lease of the Premises to the City , and that a full, true and correct copy of the Lease is on file with the Trustee. The Corporation further covenants that, upon the receipt by the Trustee of the proceeds of the Bonds secured hereby, it will forthwith proceed to construct and equip the Project in accordance with the plans and specifications therefor, and will complete such construction and equipping with all expedition practicable in accordance with such plans and specifications, together with such changes therein as may be authorized by the Corporation pursuant to this Section 5.12. The Corporation further covenants that

it will not authorize, approve or permit any changes to be made in such plans and specifications unless all of the following conditions exist:

- (i) The proposed changes in the plans and specifications are approved in writing by the City , as lessee;
- (ii) The proposed changes in the plans and specifications will not alter the character of the Premises nor reduce the value thereof; and
- (iii) The proposed changes in the plans and specifications will not result in an increase in the cost of the Project exceeding the amount of the uncommitted funds of the Corporation on hand which are not required for the completion of the Project in accordance with the plans and specifications, interest on the Bonds during the construction period and the payment of the incidental expenses incurred in connection with said Project.

(b) Prior to the completion of the Project in accordance with the provisions of this Section 5.12, performance of additional construction work or the purchase of equipment not specified in the Lease or incorporated therein by reference to the plans and specifications shall be deemed a change or modification in the plans and specifications subject to the requirements in this Section 5.12.

(c) Except for changes made in the plans and specifications pursuant to this Section 5.12, the Corporation covenants that it will not agree to any modification of the terms of the Lease which would substantially impair or reduce the security of the owners of the Bonds described herein or agree to a reduction of the lease rental provided for therein other than in connection with a partial or total refunding of any of the Bonds, except upon compliance with the provisions of Section 11.02 hereof. The Corporation further covenants that any modification permitted by this Section 5.12(c) will be made only after a copy thereof has been filed with the Trustee. The Trustee has no duty or obligation review any such modification for compliance with the provisions hereof.

Section 5.13 Pursuit of Remedies upon Default. The Corporation covenants that upon any default in the payment of lease rental as provided in the Lease, it will file a suit to mandate the appropriation and/or payment of sufficient funds and the levy of a tax sufficient to raise sufficient funds, and pursue any other remedy permitted by law and necessary to collect and enforce the payment of such rentals including filing a claim with the Treasurer of the State of Indiana under Indiana Code Section 6-1.1-20.6-10 or any successor provision. The Corporation further appoints the Trustee and each registered owner (subject to Section 7.08 hereof) its attorney-in-fact, each authorized, acting alone, jointly or severally, to file such claims in its name, or provided the Trustee consents thereto, in the name of the Trustee, or in both such manners, to file such suits and to pursue such remedies.

Section 5.14 Tax Matters. In order to preserve the exclusion of interest on the

2021 Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2021 Bonds, the Corporation represents, covenants and agrees that it will not take any action or fail to take any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2021 Bonds pursuant to Section 103 of the Code.

(End of Article V)

## ARTICLE VI.

### Insurance

#### Section 6.01 Insurance During Construction.

(a) The Corporation covenants that during the completion of the construction of the Project, it will carry or will cause other persons to carry for its benefit the following kinds of insurance:

(i) Builder's risk insurance in the cumulative amount of one hundred percent (100%) of the insurable value of the Project against physical loss or damage thereto, however caused, with such exceptions as are ordinarily required by insurers of buildings of a similar type. Such insurance shall be carried in completed value form.

(ii) Bodily injury and property damage insurance naming the Corporation as an insured against claims for damages for bodily injury, including accidental death, as well as claims for property damages which may arise from such construction. Such insurance shall be carried for not less than the following limits of liability for the policies indicated:

(A) Combined bodily injury insurance, including accidental death, and property damage insurance in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence; or, in the alternative,

(B) Bodily injury insurance in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one (1) person, and in any amount not less than One Million Dollars (\$1,000,000) on account of one (1) accident; and

(C) Property damage insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of any one (1) accident and in an amount not less than Five Hundred Thousand Dollars (\$500,000) in the aggregate during each policy period, each of which shall not be longer than one (1) year.

(b) The Corporation further covenants that all contracts for the construction of the Project will or do require the contractor to carry such insurance as will protect the contractor from liability under Indiana Worker's Compensation and Worker's Occupations Diseases Acts.

Section 6.02 Insurance During and After Completion. The Corporation covenants that by the Lease it has required the City to carry:

(a) Insurance on the Premises against physical loss or damage thereto, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, which insurance shall be in an amount at least equal to the greater of (i) the option to purchase price set forth in the Lease, and (ii) one hundred percent (100%) of the full replacement cost of the Premises as certified by an architect or engineer in accord with the Lease;

(b) Combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in an amount not less than One Million Dollars (\$1,000,000) combined single unit on account of each occurrence; and

(c) Rent or rental value insurance in an amount equal to the full rental value of the Premises for a period of two (2) years against physical loss or damage.

Section 6.03 Evidence of Insurance. Such insurance policies shall be maintained in good and responsible commercial insurance companies, and shall be countersigned by an agent of the insurer. The public liability insurance required herein may be by blanket insurance policy or policies. Not later than ninety (90) days after the end of each such calendar year, the Corporation shall cause the Authorized Representative of the Corporation to deliver to the Trustee an Authorized Representative's Certificate in the form attached hereto as Exhibit B, Authorized Representative's Certificate. In addition, the Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance provided for under this Article of the Indenture. Upon request, the Corporation shall provide the Trustee with copies of any such insurance policies or related certificates of insurance.

Section 6.04 Insurance by Trustee. In case the Corporation at any time refuses, neglects, or fails to obtain such insurance as set forth above, the Trustee may, in its discretion, procure such insurance, and all moneys paid by the Trustee for such insurance, together with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, shall be repaid by the Corporation upon demand, and shall constitute an additional indebtedness of the Corporation secured by the lien of this Indenture, prior and paramount to the lien hereunder of said Bonds and interest thereon. The Trustee, however, shall not be obligated to effect such insurance unless fully indemnified against the expense thereof and furnished with means therefor.

Section 6.05 Beneficiary of Insurance. The insurance policies required by Sections 6.01(a) and 6.02 hereof shall be for the benefit, as their interests shall appear, of the Trustee, the Corporation and other persons having an insurable interest in the insured property. Such policies shall clearly indicate that any proceeds under the policies relative to the Premises shall be payable to the Trustee, and the Trustee is hereby authorized to demand, collect and receipt for and recover any and all insurance moneys which may become due and payable under any of said policies of insurance and to prosecute all necessary actions in the courts to recover any such insurance moneys. The Trustee may,

however, accept any settlement or adjustment which the officers of the Corporation may deem it advisable to make with the insurance companies.

Section 6.06 Repair, Replacement or Reconstruction of Property. Subject to the terms of the Lease and of Section 6.09 hereof, the proceeds of such insurance (other than rental value insurance received by the Trustee which represents lease rental payments under the Lease) received by the Trustee shall be applied to the repair, replacement or reconstruction of the damaged or destroyed property. Such proceeds shall be held and disbursed by the Trustee in the manner and upon the showings provided for in Section 3.01 hereof, for the payment of, or reimbursement of the issuer for the prior payment of, cost of the repairs, replacements or reconstructions of the damaged property.

Section 6.07 Trustee's Repair, Replacement or Reconstruction of Property. In the event the Corporation does not commence to repair, replace or reconstruct the Premises so damaged or destroyed as contemplated by Section 6.06 hereof, within ninety (90) days after any such damage or destruction, or the Corporation, having commenced such work of repair, replacement or reconstruction, abandons or fails diligently to prosecute the same, the Trustee may, in its discretion, make or complete such repairs, replacements or reconstructions, and if it shall elect to do so, may enter upon said premises to any extent necessary for the accomplishment of such purposes, provided, nothing contained herein shall obligate the Trustee to make or complete any such repairs, replacements or reconstructions, and provided further, the Trustee may not make or complete such repairs, replacements or reconstructions if the City has instructed the Corporation not to undertake such work in accordance with the Lease.

Section 6.08 Use of Insurance Proceeds upon Failure to Repair, Replace or Reconstruct Property. In case the Corporation neglects, fails or refuses to proceed forthwith in good faith with the repair, replacement or reconstruction of the Premises which has been so damaged or destroyed, and such negligence, failure or refusal continues for one hundred twenty (120) days, or in case the City has instructed the Corporation not to undertake such work in accordance with the Lease, upon receipt of the insurance moneys, the Trustee shall (unless the Trustee proceeds to make the repairs, replacements or reconstructions of the destroyed or damaged property as above provided) apply such proceeds in the following manner:

(a) If the proceeds are sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the redemption of such Bonds at any time, in the manner provided in Article IV of this Indenture but without premium or penalty and without regard to whether the Bonds are then subject to optional redemption, and with the same force and effect as if such redemption had been made at the option of the Corporation.

(b) If the proceeds are not sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the partial redemption of outstanding Bonds at any time, without premium or penalty and without regard to whether the Bonds are then subject to optional redemption, in the manner provided by Section 7.06.

Section 6.09 Redemption. Notwithstanding the provisions of Section 6.06 hereof, if, at any time, the Premises is totally or substantially destroyed and the amount of insurance money received on account thereof by the Trustee is sufficient to redeem all of the then outstanding Bonds hereunder and such Bonds are then subject to optional redemption under Section 4.01(a), the Corporation, at the written request of the City , shall direct the Trustee to use said moneys for the purpose of calling for optional redemption all of the Bonds issued and then outstanding under this Indenture at the then current optional redemption price.

Section 6.10 Construction of New Structures. In the event of any reconstruction of any structure constituting part of the Premises after substantially total destruction thereof, a new structure or structures may be constructed by the Corporation in accordance with plans and specifications which must be satisfactory to the Trustee and the City , and such new structure or structures may be wholly different in design or construction or designed for a different governmental purpose, but in no event shall any actions taken pursuant to this Section 6.10 impair any of the obligations of the Corporation or the City under the Lease.

Section 6.11 Evidence of Facts. The Trustee may accept the statements, affidavits and certificates hereinabove in this Article VI provided to be filed with the Trustee, as evidence of the facts therein stated, but the Trustee (although under no obligation so to do) may, at the expense of the Corporation, require further or other evidence of such matters and may rely on the report or opinion of such architect, engineer other person, or counsel, as it may select for the purpose of making an investigation thereof.

Section 6.12 Condemnation. In the event all or part of the Premises is taken by exercise of the power of eminent domain, the net proceeds of any condemnation award shall be deposited with the Trustee and disbursed in the same manner that insurance proceeds are disbursed pursuant to Sections 6.06 through 6.10 hereof.

(End of Article VI)

## ARTICLE VII.

### Defaults

Section 7.01 Events of Default. If any of the following events occurs, it is hereby defined as and is declared to be and to constitute an “event of default”:

(a) Default in the payment on the due date of the interest on any Bonds hereby secured and outstanding;

(b) Default in the payment on the due date of the principal of or premium on any Bond hereby secured, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by declaration as hereinafter provided;

(c) Default in the performance or observance of any other of the covenants or agreements of the Corporation in this Indenture or in the Bonds, and the continuance thereof for a period of sixty (60) days after written notice thereof to the Corporation by the Trustee;

(d) The Corporation: (1) admits in writing its inability to pay its debts generally as they become due; (2) files a petition in bankruptcy; (3) makes an assignment for the benefit of its creditors; or (4) consents to or fails to contest the appointment of a receiver or trustee for itself or of the whole or any substantial part of the Premises or lease rentals due under the Lease;

(e) (1) The Corporation is adjudged insolvent by a court of competent jurisdiction; (2) the Corporation, on a petition in bankruptcy filed against the Corporation, is adjudged a bankrupt; or (3) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Corporation, a receiver or trustee of the Corporation or of the whole or any substantial part of the Premises or lease rentals due under the Lease, and any of the aforesaid adjudications, orders, judgments or decrees is not vacated, set aside or stayed within sixty (60) days from the date of entry thereof;

(f) Any judgment is recovered against the Corporation or any attachment or other court process issues that becomes or creates a lien upon any of its property, and such judgment, attachment or court process is not discharged or effectually secured within sixty (60) days;

(g) The Corporation files a petition under the provisions of the United States Bankruptcy Code, or files an answer seeking the relief provided in said Bankruptcy Code;

(h) A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Corporation under the provisions of said Bankruptcy



Code, and such judgment, order or decree is not vacated, set aside or stayed within one hundred twenty (120) days from the date of the entry thereof;

(i) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the Corporation or of the whole or any substantial part of the Premises or lease rentals due under the Lease, and such custody or control is not terminated within one hundred twenty (120) days from the date of assumption of such custody or control;

(j) Failure of the Corporation to bring suit to mandate the governing board or officials of the City to levy a tax to pay the rental provided in the Lease, to file a claim with the Treasurer of the State as contemplated by Section 5.12, or to take such other action to enforce the Lease as is reasonably requested by the Trustee, if such rental is more than sixty (60) days in default; or

(k) Any event of default occurs under the Lease.

Except for items (a) and (b) above, the Trustee shall not be deemed as having knowledge of any other items of default until it has been properly notified in writing by the Corporation, City or Bondholders.

Section 7.02 Acceleration of Bonds. In the case of the happening and continuance of any of the events of default specified in Section 7.01 hereof, then in any such case the Trustee, by notice in writing mailed to the Corporation, may, and upon written request of the registered owners of twenty-five percent (25%) in principal amount of the Bonds then outstanding hereunder, shall declare the principal of all Bonds hereby secured and then outstanding, and the interest accrued thereon, immediately due and payable, and upon such declaration such principal and interest shall become and be immediately due and payable; subject, however, to the right of the registered owners of a majority in principal amount of all such outstanding Bonds by written notice to the Corporation and to the Trustee, to annul each declaration and destroy its effect if all agreements with respect to which default has been made are fully performed and all such defaults are cured, and all arrears of interest upon all Bonds outstanding hereunder and the reasonable expenses and charges of each of the Trustee, the Registrar and the Paying Agent its agents and attorneys, and all other indebtedness secured hereby, except the principal of any Bonds not then due by their terms and interest accrued thereon since the then last interest payment date, are paid or the amount thereof is paid to the Trustee for the benefit of those entitled thereto.

Section 7.03 Default Rate of Interest. If default occurs with respect to the payment of principal or interest due hereunder, interest shall be payable on overdue principal at the rate of interest set forth in each Bond.

#### Section 7.04 Other Remedies.

(a) In case of the happening and continuance of any of the events of default specified in Section 7.01 hereof, the Trustee may, and shall upon the written request of the registered owners of at least twenty-five percent (25%) in principal amount of the Bonds then outstanding hereunder and upon being indemnified to its reasonable satisfaction, proceed to protect and enforce its rights and the rights of the registered owners of the Bonds by suit or suits in equity or at law, in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or in aid of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, including without limitation any remedies referred to in Section 5.12.

(b) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the registered owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(c) No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein; and every such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 7.05 Appointment of Receiver. In case of an event of default hereunder and upon the filing of judicial proceedings to enforce the rights of the Trustee and of the registered owners hereunder, the Trustee shall be entitled to the appointment of a receiver of the lease rentals due under the Lease pending the completion of such proceedings, with such powers as the court making such appointment shall confer.

Section 7.06 Application of Monies. All monies received by the Trustee or any receiver or any owner of the Bonds pursuant to any right or action taken under this Article shall be applied as follows: To the payment of all costs and expenses of suit or suits to enforce the rights of the Trustee or the registered owners of the Bonds, including all reasonable fees and expenses of the Trustee, and of any receiver or receivers appointed therein, together with reasonable attorneys' and agents' fees of the Trustee, and the creation of a reasonable reserve for anticipated fees, costs and expenses;

(b) To the payment of all other expenses of the trust hereby created, including all moneys paid or advanced by the Trustee, or the registered owners of any Bonds secured hereby, for taxes, repairs, insurance, mechanic's and other liens on the Premises, or otherwise, in connection with the management or administration of the trusts hereby created, with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, from the date or dates paid or advanced;

(c) To the payment of all the principal and accumulated and unpaid interest on the Bonds then outstanding in full, if said proceeds are sufficient, but if not sufficient, then

to the payment thereof ratably without preference or priority of any one Bond over any other or of interest over principal, or of principal over interest, or of any installment of interest over any other installment of interest; and

(d) Any surplus thereof remaining, to the Corporation, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 7.07 Enforcement of Rights. All rights of action under this Indenture or under any of the Bonds, including the right to file and prove a claim in any receivership, insolvency, bankruptcy or other similar proceedings for the entire amount due and payable by the Corporation under this Indenture, may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, and any recovery shall be for the equal benefit of the registered owners of the outstanding Bonds.

Section 7.08 Limitation of Rights. It is hereby declared and agreed, as a condition upon which each successive registered owner of all or any such Bonds receives and holds the same, that no registered owner or registered owners of any such Bond shall have the right to institute any proceeding at law or in equity for the enforcement of this Indenture, or for the appointment of a receiver, or for any other remedy under this Indenture, without first giving notice in writing to the Trustee of the occurrence and continuance of an event of default, and unless the registered owners of at least twenty-five percent (25%) in principal amount of the then outstanding Bonds shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and without also having offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred by the Trustee therein or thereby; and such notice, request and offer of indemnity may be required by the Trustee as conditions precedent to the execution of the powers and trusts of this Indenture or to the institution of any suit, action or proceeding at law or in equity for the enforcement hereof, for the appointment of a receiver, or for any other remedy hereunder, or otherwise, in case of any such default as aforesaid; it being understood and intended that no one or more registered owners of the Bonds shall have any right in any manner whatsoever, to affect, disturb or prejudice the lien of this Indenture by such owner's or owners' action, or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all registered owners of outstanding Bonds. Notwithstanding any other provisions of this Indenture, the right of any registered owner of any Bond to receive payment of the principal of and interest on such Bond on or after the respective due dates therein expressed, or to institute suit for the recovery of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such registered owner.

Section 7.09 Limitation of Liability. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Bond hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, member, stockholder, officer, director, employee, or agent, past, present or future, of the Corporation or of any successor corporation, either directly or through the Corporation, by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any statute or otherwise; it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by such incorporators, members, stockholders, officers, directors, employees or agents of the Corporation, or of any successor corporation, or any of them, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture, or in any of the Bonds hereby secured, or implied therefrom; and that any and all personal liability of every name and nature, and any and all rights and claims against every such incorporator, member, officer, director, employee, or agent, whether arising at common law, or in equity, or created by statute or constitution, are hereby expressly released and waived as a condition of, and as a part of the consideration for, the execution of this Indenture and the issuance of Bonds secured hereby.

(End of Article VII)

## ARTICLE VIII.

### Possession Until Default, Defeasance, Payment, Release

Section 8.01 Possession of Trust Estate until Default. Unless an event of default as in Article VII hereof defined shall have occurred, and unless such default shall have continued beyond the period of grace, if any, therein provided, the Corporation shall be suffered and permitted to remain in full possession, enjoyment and control of all of the Trust Estate, except money which is expressly required to be deposited or pledged with the Trustee or any Paying Agent hereunder, and shall be permitted to manage, operate and lease the same, and, subject always to the provisions hereof, to receive, receipt for, take, use and dispose of all income, revenues, rents, issues and profits thereof.

Section 8.02 Preservation of Trust Estate. While in possession of the Trust Estate and not in default hereunder, the Corporation shall have the right at all times, as proper management of the business of the Corporation may require, to alter, change, add to, repair or replace any of the property constituting a part of the Trust Estate, provided that the Corporation shall, and hereby covenants at all times to, maintain and preserve the value of the Trust Estate from substantial impairment or reduction so that the security of the Bonds issued hereunder shall not thereby be substantially impaired or reduced.

Section 8.03 Release of Trust Estate. The Trustee shall at all times have full power and authority, to be exercised in its own discretion and not otherwise, to release from the lien and operation of this Indenture, in such manner and subject to such conditions as the Trustee shall deem proper, such portion of the Trust Estate now owned, or which shall at any time be acquired or held for the use of the Corporation, as shall have become unfit or unnecessary for use, but any and all new or other property of the classes covered by this Indenture, which may be acquired in substitution for Trust Estate so released, shall by virtue and force hereof become and be, immediately upon the acquisition thereof, subject to the lien and operation of these presents, without any new conveyance or transfer or other act or proceeding whatsoever; and the proceeds from all such sales of Trust Estate which shall not be invested in other property subject to the lien of this Indenture, within ninety (90) days after the receipt thereof, shall be deposited in the Operation Fund. Transactions under the provisions of this Section 8.03 shall be covered by such requests and reports in writing as the Trustee may require. All releases granted and consents given by the Trustee under this Section 8.03 shall be in writing, and copies of the same shall be retained by the Trustee and be open to inspection by registered owners of the Bonds secured hereby. A certified copy of the resolution adopted by the board of directors of the Corporation relative to the disposal of Trust Estate found to be unfit or unnecessary for use shall be conclusive in favor of the Trustee as to the truth of the matters therein recited.

#### Section 8.04 Defeasance.

(a) If, when the Bonds or any portion thereof secured hereby shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call such Bonds or any portion thereof for redemption shall have been given by the Corporation to the Trustee, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such Bonds or any portion thereof then outstanding shall be paid or (1) sufficient money, or (2) Government Obligations which are noncallable by the issuer thereof, the principal of and the interest on which when due, without reinvestment, will provide sufficient money, or (3) a combination of sufficient money and such Governmental Obligations, shall be held by the Trustee (or any Paying Agent) for such purpose under the provisions of this Indenture, and provision shall also be made for paying all Trustee's and Paying Agents' fees and expenses and other sums payable hereunder by the Corporation, then and in that case the Corporation shall be released from all liability on such Bonds or portion thereof and such Bonds shall no longer be deemed to be outstanding under this Indenture, and in the event the foregoing shall apply to all Bonds secured hereby, the right, title and interest of the Trustee shall thereupon cease, determine and become void. Upon any such termination of the Trustee's title, on demand of the Corporation, the Trustee shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Corporation, and shall turn over to the Corporation or to such officer, board or body as may then be entitled by law to receive the same any surplus in the Sinking Fund and in the Operation Fund and all balances remaining in any other fund or accounts other than moneys and obligations held for the redemption or payment of Bonds. In the event money and/or Government Obligations shall be deposited with and held by the Trustee (or any Paying Agent) as hereinabove provided, in addition to the requirements set forth in Article IV of this Indenture, the Trustee shall, within thirty (30) days after such money and/or obligations have been deposited, cause a notice signed by the Trustee to be mailed to each registered owner of such Bonds, setting forth (1) the date designated for the redemption of such Bonds, (2) a description of the obligations so held by it, (3) that the registered owners are entitled to be paid principal, interest, and redemption premium, if any, from such money and/or obligations and not from the Sinking Fund or the Corporation, (4) that the Corporation is no longer liable with respect to such Bonds or portion thereof and, (5) in the event the redemption applies to all Bonds secured hereby, that this Indenture has been released in accordance with the provisions of this Section 8.04.

(b) If (1) sufficient money, or (2) Government Obligations which are noncallable by the issuer thereof, the principal of and interest on which when due, without reinvestment, will provide sufficient money, or (3) a combination of sufficient money and such Governmental Obligations, are held by the Trustee (or any Paying Agent) for the payment of the whole amount of the principal and the interest upon the Bonds under the provisions of this Indenture, and provision is made for paying all Trustee's and Paying Agents' fees and expenses related thereto and other sums payable hereunder by the Corporation, such Bonds shall not be deemed outstanding hereunder and the registered

owners of the Bonds shall be entitled to payment of principal and interest from such funds and income of such obligations and not from the Sinking Fund or the Corporation. The Trustee shall, within thirty (30) days after such money and/or obligations have been deposited, cause a notice signed by the Trustee to be mailed to each registered owner of such Bonds, setting forth a description of the obligations so held by it, a description of the Bonds payable from such deposited obligations and that the registered owners are entitled to be paid principal and interest from such funds and income of such securities held by Trustee and not from the Sinking Fund or the Corporation.

(c) All money and obligations held by the Trustee (or any Paying Agent) pursuant to this Section 8.04 shall be held irrevocably in trust and said money and the principal and interest of said obligations when received, shall be applied to the payment, when due, of the principal of and the interest and premium, if any, on the Bonds.

(d) In determining the sufficiency of the moneys and/or Government Obligations deposited pursuant to subsection (a) and (b) of this Section 8.04, the Trustee shall be entitled to conclusively rely upon a verification report of a firm of nationally recognized independent certified public accountants.

Section 8.05 Effect of Defeasance. Any Bond not presented at the proper time and place for payment shall, within the meaning of this Indenture, be deemed to be fully paid when due if the money necessary to discharge the principal amount thereof and all interest then accrued and unpaid thereon and any premium is held by the Trustee or any Paying Agent when or before the same become due. The registered owner of any such Bond shall not be entitled to any interest thereon after the maturity thereof nor to any interest upon money so held by the Trustee or any Paying Agent.

(End of Article VIII)

## ARTICLE IX.

### Merger, Consolidation or Sale

Nothing in this Indenture contained shall prevent any consolidation or merger of the Corporation with or into, or any conveyance or transfer subject to this Indenture of all the Trust Estate as an entirety to, any other corporation; provided, however, that such consolidation, merger, conveyance or transfer shall be upon such terms as in no respect impair the lien of this Indenture or any of the rights or powers of the Trustee, or the registered owners hereunder; and provided, further, that upon any such consolidation, merger, conveyance or transfer, the due and punctual payment of the principal of and interest on all such Bonds, according to their tenor, and the due and punctual performance and observance of all the terms and covenants and conditions of this Indenture and of the Lease to be kept or performed by the Corporation shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made, or to which such Trust Estate shall have been so conveyed and transferred; and such corporation shall also, forthwith, execute and deliver to the Trustee and record a proper instrument whereby such corporation shall assume the due and punctual payment of the principal of and interest on the Bonds secured hereby, and the performance of all the covenants and conditions to be performed by the Corporation under this Indenture and the Lease.

(End of Article IX)



## ARTICLE X.

### Concerning the Trustee

Section 10.01 Acceptance of Trust. The Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. The Trustee hereby accepts the trust of this Indenture and the duties of Paying Agent upon the following terms and conditions, to which the parties and the registered owners of the Bonds agree:

(a) After completion of construction of the Project, the Trustee shall, no less than annually, prepare an accounting covering all funds of the Corporation held by the Trustee hereunder and shall furnish a copy to the Corporation. Statements provided by the Trustee shall be considered all that is necessary to meet this reporting requirement.

(b) The Trustee shall be under no obligation to see to the filing or recording of this Indenture or any indenture supplemental hereto, and may authenticate and deliver the Bonds in accordance with the provisions hereof prior to the filing or recording of this Indenture.

(c) The Trustee shall be entitled to reasonable compensation for all services rendered in the execution of the trusts hereby created, and may employ agents, attorneys and counsel in the execution of such trusts; and the compensation of the Trustee, as well as the reasonable compensation of its attorneys and counsel and of such persons as it may employ in the administration or management of the trust hereunder, and all other reasonable expenses necessarily incurred or actually disbursed hereunder, the Corporation agrees to pay to the Trustee on demand. In the event of a default in the payment of principal or interest on the Bonds, the Trustee shall have in order to secure the payment of any and all such compensation and expenses, a lien on the Trust Estate and on all funds in the hands of the Trustee pledged hereunder superior in priority to the rights and claims of the registered owners of said Bonds, which claims and rights of the registered owners of said Bonds shall be subordinate to: (1) the right of the Trustee to receive payment of any and all such compensation and expenses and (2) such lien of the Trustee. If the Trustee renders any service hereunder not provided for in this Indenture, or the Trustee is made a party to or intervenes in any litigation pertaining to this Indenture or institutes interpleader proceedings relative hereto, the Trustee shall, in the absence of its gross negligence or willful misconduct, be compensated reasonably by the Corporation for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees occasioned

thereby. The foregoing provision shall survive the resignation or removal of the Trustee or the defeasance of this Indenture.

(d) The Trustee shall not be responsible in any manner for:

(1) The validity, execution, acknowledgment, filing or recording of this Indenture or any indenture supplemental hereto, or the refiling or recording thereof;

(2) Any recitals, covenants or agreements of the Corporation in the Bonds or herein contained, except as expressly provided herein;

(3) The amount, value or description of the Trust Estate, or the fixing or continuance thereof of the lien hereof;

(4) The default or misconduct of any agent or employee appointed by it, if such agent or employee has been selected with reasonable care, or for anything done by it in connection with this trust, except for its willful misconduct or gross negligence;

(5) The consequence of any act done in good faith;

(6) Any actions taken by the Trustee in accordance with the opinion of counsel; or

(7) The loss of any money caused by the insolvency, act, default or omission of any Paying Agent other than Trustee.

(e) The Trustee shall be under no obligation to keep advised or informed of, or to take notice or be deemed to have notice of, any event of default hereunder (other than nonpayment of principal, interest and premium on the Bonds), and unless and until a Responsible Officer of the Trustee has received written notice to the contrary from the registered owners of at least five percent (5%) in principal amount of the Bonds then outstanding hereunder, the Trustee may, for all purposes of this Indenture, assume that none of the events hereinbefore defined as “events of default” (other than nonpayment of principal, interest and premium on the Bonds) has happened.

(f) The Trustee shall not be required to appear in or defend any suit which may be brought against it respecting the Trust Estate, or by reason of being Trustee hereunder, or to institute any suit or proceeding to enforce any covenant or remedy herein provided, or to take any action toward the execution or enforcement of the trusts hereby created, which, in the opinion of the Trustee, will be likely to involve the Trustee in expense or liability, or to foreclose this Indenture, unless the registered owners of the Bonds or some part thereof shall furnish the Trustee with reasonable security and indemnity against such expense or liability.

(g) The Trustee shall be fully protected in acting upon or in accordance with any notice or request, consent, certificate, demand, resolution or other instrument or document believed by the Trustee to be genuine and to have been signed, authorized, executed, certified or sealed by the proper person or persons; and the Trustee is authorized to accept the certificate of the secretary of the Corporation to any resolution of the board of directors or member of the Corporation as conclusive evidence that such resolution was duly and lawfully adopted and is binding upon the Corporation.

(h) The Trustee, or any officer or director of the Trustee, may acquire and hold Bonds issued hereunder or may engage in or be interested in any financial or other transaction in which the Corporation may be interested, and the Trustee may be depository, trustee, transfer agent, registrar or agent of the Corporation, or for any committee or other body in respect to the Bonds, notes, debentures, obligations or securities of the Corporation, whether or not issued pursuant hereto.

(i) The Trustee may, in relation to any powers or duties imposed upon it by this Indenture, act upon the opinion or advice of an attorney, surveyor, engineer, accountant, or other consultant, whether retained by the Trustee or by the Corporation, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such opinion or advice.

(j) The Trustee is relieved from filing any inventory, or qualifying under the jurisdiction of any court or otherwise complying with the provisions of Indiana Code 30-4-5, or with any laws amendatory thereof or supplemental thereto, and the provisions of said law are hereby waived.

(k) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (the "Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Corporation shall provide to the Trustee an incumbency certificate listing the Authorized Representatives and containing specimen signatures of such Authorized Representatives, which incumbency certificate shall be amended by the Corporation whenever a person is to be added or deleted from the listing. If the Corporation elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Corporation understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Representative listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Representative. The Corporation shall be responsible for ensuring that only Authorized Representatives transmit such Instructions to the Trustee and that the Corporation and all Authorized Representatives are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon

receipt by the Corporation. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Corporation agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Corporation; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(l) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(m) The Trustee shall not be accountable for the use or application by the Corporation of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any Paying Agent.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

Section 10.02 No Liability for Interest. The Trustee agrees to invest funds (subject to Section 3.06 hereof) from time to time held by it as Trustee under this Indenture, and apply the interest earned thereon as provided in Articles II and III hereof, but shall not be under any duty or obligation to pay interest on any funds held by it which cannot practicably be so invested either to the Corporation or to the registered owner of any Bond, or to any other person; any and all such liability for the payment of such interest being hereby expressly waived. The Trustee shall not be liable for losses on investments made in accordance with the provisions of this Indenture.

Section 10.03 Consolidation or Merger of Trustee. In the event that the Trustee shall become legally consolidated or merge with another banking association or

corporation, or shall sell or transfer all or substantially all of the municipal corporate trust business of the Trustee to another banking association or corporation, the banking association or corporation resulting from such consolidation or merger or the banking association or corporation which shall purchase, or is the transferee of such corporate trust business shall thereupon become and be the Trustee hereunder with the same titles, rights, powers, benefits, duties and limitations, without the execution or filing or recording of any instrument, and without any action on the part of the Corporation or the registered owners Bonds hereunder. A purchase of the assets and assumption of the liabilities of the Trustee by another banking association or corporation shall be deemed to be a consolidation or merger for the purposes of this section.

Section 10.04 Removal of Trustee or Paying Agent. The Trustee or any Paying Agent may be removed upon 30 days' notice at any time by an instrument or concurrent instruments in writing filed with the Trustee and signed by the registered owners of a majority in principal amount of the Bonds then outstanding hereunder, or by their attorneys-in-fact thereunto duly authorized, or signed by the Corporation if no event of default has occurred and is continuing unremedied or unwaived.

Section 10.05 Resignation of Trustee or Paying Agent. The Trustee or any Paying Agent may resign the trust created by this Indenture upon first giving notice of such proposed resignation and specifying the date when such resignation shall take effect, which notice shall be given to the Corporation, in writing at least thirty (30) days prior to the date when such resignation shall take effect on the day so designated in such notice, unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Section 10.06 Appointment of Successor Trustee. In case at any time the Trustee becomes incapable of acting, resigns or is removed, a successor trustee may be appointed by the Corporation, with the written approval of the City, if no event of default has occurred and is continuing unremedied and unwaived, or by the registered owners of at least a majority in principal amount of the Bonds hereby secured and then outstanding, by an instrument or instruments in writing signed by such registered owners or by their duly constituted attorneys-in-fact (but until a new trustee is so appointed by the registered owners, the Corporation, by an instrument executed by order of its board of directors, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the registered owners as aforesaid), and when any such new trustee shall be appointed, any trustee theretofore appointed by the Corporation shall thereupon and thereby be superseded and retired. Each such successor trustee appointed by any of such methods shall be a bank or trust company authorized by law so to act, and having a capital and surplus of not less than Seventy-Five Million Dollars (\$75,000,000). If a successor trustee is not appointed in the twenty (20) days, then the Trustee has the right to petition a court of competent jurisdiction to appoint a successor trustee under this Indenture. All costs and expenses of such actions shall be paid for by the Corporation.

Section 10.07 Vesting of Assets, Powers, Rights, Duties, Trusts and Obligations in Successor Trustee. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Corporation, and to its predecessor, an instrument accepting such appointment; and thereupon, upon the execution and filing for record of the same in the public recording office where this Indenture shall have been recorded, such successor trustee, without any further act or instruments or deeds of conveyance, shall become vested with all of the assets, powers, rights, duties, trusts and obligations of its predecessor in trust hereunder with like effect as if originally named as trustee herein; but nevertheless, on the written request of the successor trustee, the trustee ceasing to act shall execute and deliver to such successor trustee all conveyances and instruments proper to evidence the vesting in the new trustee of the interest and title of the retiring trustee in the Trust Estate and in the trust hereby created, subject, however, to any lien which the retiring trustee may have pursuant to any provision hereof; and upon request in writing of any successor trustee, the Corporation covenants to make, execute, acknowledge and deliver any and all deeds, conveyances, assignments or instruments in writing for the more fully and certainly vesting in and confirming to such successor trustee all such assets, property, rights, powers and trust.

Section 10.08 Trustee's Covenant to Notify Treasurer of the State. Notwithstanding any provision of this Indenture, the Trustee agrees that upon the occurrence of an event of Default as set forth in Section 7.01(j) of this Indenture, the Trustee shall immediately, but in no event later than 2:00 p.m. ET on the business day following the due date of a lease rental payment, without direction, security or indemnity, file a claim with the Treasurer of the State in the form attached hereto as Exhibit A, which claim shall be for an amount equal to the amount of the lease payment which was due under the Lease but which was not paid by the City . In addition, the Trustee consents to the filing of any such claim by the holder of any Bond in the name of the Trustee for deposit with the Trustee.

(End of Article X)

## ARTICLE XI.

### Supplemental Indentures

Section 11.01 Supplemental Indentures Without Consent of Bondholders. The Corporation, the Trustee, the Registrar and the Paying Agent without notice to or consent of any bondholders, may, from time to time and at any time, enter into indentures supplemental hereto (which supplemental indentures shall thereafter form a part hereof):

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or in any supplemental indenture; or
- (b) To grant to or confer upon the Trustee, for the benefit of the registered owners, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the registered owners or the Trustee; or
- (c) To provide for the issuance of Additional Bonds as provided in Section 2.07 hereof; or
- (d) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental indenture, if such supplemental indenture will not adversely affect the owners of the Bonds; or
- (e) To secure or maintain bond insurance with respect to the Bonds; or
- (f) To provide for the refunding or advance refunding of the Bonds; or
- (g) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee or Paying Agent; or
- (h) To make any other change which, in the determination of the Corporation and the City, is not to the prejudice of the owners of the Bonds.

Section 11.02 Supplemental Indentures With Consent of Two-thirds of Bondholders.

(a) Subject to the terms and provisions contained in this Section, and not otherwise, the registered owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time and at any time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Corporation, the Trustee, the Registrar and the Paying Agent of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Corporation for the purpose of modifying or

amending in any particular any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (i) an extension of the maturity of the principal of or interest or premium, if any, on any Bond issued hereunder, or an advancement of the earliest redemption date on any Bond, without the consent of the holder of each Bond so affected; or
- (ii) a reduction in the principal amount of any Bond or the rate of interest thereon or the premium payable upon redemption thereof, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or
- (iii) the creation of a lien upon the Trust Estate ranking prior to or on a parity with the lien created by this Indenture, without the consent of the holders of all Bonds then outstanding; or
- (iv) a preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or
- (v) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture, without the consent of the holders of all Bonds then outstanding.

Nothing herein contained, however, shall be construed as making necessary the approval by the registered owners of the execution of any supplemental indenture or indentures as authorized in Section 11.01 hereof.

(b) If at any time the Corporation requests the Trustee, the Registrar and the Paying Agent to enter into any supplemental indenture for any of the purposes of this Section, the Trustee, the Registrar and the Paying Agent shall, at the expense of the Corporation, give notice by mail, postage prepaid, to all registered owners of Bonds. Such notice shall be prepared by the Corporation, shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all registered owners of the Bonds. The Trustee, the Registrar and the Paying Agent shall not, however, be subject to any liability to any registered owner by reason of its failure to mail the notice required by this Section 11.02(b), and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section 11.02.

(c) Whenever, at any time within one (1) year after mailing of such notice, the Corporation delivers to the Trustee an instrument or instruments purporting to be executed by the registered owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments



refers to the proposed supplemental indenture described in such notice and specifically consents to and approves the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Trustee, the Registrar and the Paying Agent may execute such supplemental indenture in substantially such form, without liability or responsibility to any registered owner of any Bond, whether or not such registered owner has consented thereto.

(d) No registered owner of any Bond shall have any right to object to the execution of such supplemental indenture 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 execution thereof, or to enjoin or restrain the Trustee, the Registrar and the Paying Agent or the Corporation from executing the same, or from taking any action pursuant to the provisions thereof.

(e) Upon the execution of any supplemental indenture pursuant to the provisions of this Section 11.02, the Indenture shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Corporation, the Trustee, the Registrar and the Paying Agent and all registered owners of Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 11.03 Effect of Supplemental Indentures. Each of the Trustee, the Registrar and the Paying Agent is authorized to join with the Corporation in the execution of any such supplemental indenture and to make the further agreements and stipulations which may be contained therein. Any supplemental indenture executed in accordance with the provisions of this Article XI shall thereafter form a part of this Indenture, and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be, and shall be deemed to be, part of the terms and conditions of this Indenture for any and all purposes.

Section 11.04 Opinion of Counsel. Each of the Trustee, the Registrar and the Paying Agent shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Corporation, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, the Registrar and the Paying Agent under the provisions of this Article XI, to join in the execution of such supplemental indenture.

Section 11.05 Supplemental Indentures With Unanimous Consent of Bondholders. Notwithstanding anything contained in the foregoing provisions of this Indenture, the rights, duties and obligations of the Corporation and of the registered owners of the Bonds, and the terms and provisions of the Bonds and this Indenture, or any supplemental indenture, may be modified or amended, from time to time and at any time, in any respect with the consent of the Corporation and the consent of the registered owners of all the

Bonds then outstanding.

(End of Article XI)

## ARTICLE XII.

### Miscellaneous Provisions

Section 12.01 Successor Paying Agent. Any bank or trust company with or into which any Paying Agent may be merged or consolidated, or to which the assets or business of such Paying Agent may be sold, shall be deemed a successor of such Paying Agent for the purposes of this Indenture. If the position of any Paying Agent becomes vacant for any reason, the Corporation may, within thirty (30) days thereafter, appoint another bank or trust company as Paying Agent to fill such vacancy; provided, however, if the Corporation fails to make such appointment the Trustee may do so.

Section 12.02 Notices.

(a) Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee on the Corporation shall be deemed to have been sufficiently given or served for all purposes, by being deposited, postage prepaid, in a United States Post Office letter box, addressed (until another address is filed in writing by the Corporation with the Trustee for that purpose) as follows:

City of Westfield Building Corporation  
c/o Mayor  
2728 E. 171<sup>st</sup> Street  
Westfield, Indiana 46074

(b) Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Corporation on the Trustee shall be deemed to have been sufficiently given or served for all purposes, by being deposited, postage prepaid, in a United States Post Office letter box, addressed (until another address is filed in writing by the Trustee with the Corporation for that purpose) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Section 12.03 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 12.04 Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 12.05 Non-Business Days. If any date for the payment of principal or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter with the same force and effect as if done on the nominal date provided herein, and no interest shall accrue for the period after such nominal date.

(End of Article XII)

IN WITNESS WHEREOF, CITY OF WESTFIELD BUILDING CORPORATION has caused its corporate name to be hereunto subscribed by its president or vice president and attested by its vice president or secretary, and \_\_\_\_\_, as Trustee, has likewise caused these presents to be executed in said Trustee's name and behalf by its \_\_\_\_\_, in token of its acceptance of said trust, as of the day and year first hereinabove written.

CITY OF WESTFIELD BUILDING  
CORPORATION

By:  
President

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_, as Trustee

By:

Printed:

Title:

EXHIBIT A

REQUEST TO STATE TREASURER

\_\_\_\_\_, 20\_\_

Treasurer of the State of Indiana  
Indiana Statehouse  
Room 242  
Indianapolis, IN 46204  
Facsimile: (317) 232-5656

RE: Claim Under Indiana Code § 6-1.1-20.6-10

Dear Treasurer of the State of Indiana:

I, \_\_\_\_\_, am a \_\_\_\_\_ of \_\_\_\_\_, which serves as the trustee under Trust Indenture, dated as of December 1, 2021, by and between the City of Westfield Building Corporation (the "Corporation") and \_\_\_\_\_, as trustee (the "Trustee"). On \_\_\_\_\_, 20\_\_, we were scheduled to receive \$\_\_\_\_\_ from the City of Westfield, Indiana (the "City "), as the lease payment due under the Lease, dated \_\_\_\_\_, 2021, between the Corporation, as lessor, and the City , as lessee, as amended. On \_\_\_\_\_, 20\_\_, however, we received only \$\_\_\_\_\_. Accordingly, I am filing a claim under Indiana Code § 6-1.1-20.6-10 for \$\_\_\_\_\_ (which represents the amount due less the amount received) with you as the Treasurer of the State of Indiana, and request that you forward to \_\_\_\_\_, as trustee, funds of the State of Indiana in the amount of \$\_\_\_\_\_.

\_\_\_\_\_,  
as Trustee

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B

AUTHORIZED REPRESENTATIVE'S  
CERTIFICATE

Reference is made to the Trust Indenture, dated as of December 1, 2021 (the "Governing Document"), which is between the City of Westfield Building Corporation (the "Corporation"), and \_\_\_\_\_, as trustee (the "Trustee").

The undersigned Authorized Representative of the Corporation hereby certifies to the Trustee that:

(i) I have read all relevant sections of the Governing Document relating to the insurance matters, the maintenance of corporate existence of the Corporation, and the definitions relating thereto;

(ii) I have made such examination or investigation as is necessary or appropriate in order to make the statements contained herein;

(iii) I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the terms, conditions and covenants in the Governing Document with respect to the payment of taxes due on the Premises, the insurance matters and the maintenance of corporate existence of the Corporation have been complied with; and

(iv) Based on such examination and review of the Governing Document, all of the terms, conditions and covenants set forth in the Governing Document as they relate to the payment of taxes due on the Premises, the insurance matters and the maintenance of corporate existence of the Corporation have been satisfied and are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Authorized Representative's Certificate this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

CITY OF WESTFIELD BUILDING  
CORPORATION

By:

\_\_\_\_\_  
Authorized Representative

---

LEASE AGREEMENT

by and between

CITY OF WESTFIELD BUILDING CORPORATION

and

CITY OF WESTFIELD, INDIANA

Dated as of October \_\_, 2021



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## LEASE

THIS LEASE (this "Lease"), entered into as of this \_\_\_ day of October, 2021, by and between the City of Westfield Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the City of Westfield, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

### WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

#### 1. PREMISES, TERM AND WARRANTY.

(a) The Lessor does hereby lease, demise and let to the Lessee certain real estate in the City of Westfield, Indiana, described in Exhibit A attached hereto and made a part hereof, commonly known as 17001 Ditch Road in the City of Westfield, Indiana (the "Real Estate"), and constructing, installing and equipping a new City Fire Station #81 and Fire Department Administration Building to be located on the Real Estate and related improvements, by the Lessor according to plans and specifications prepared for the Lessor and the Lessee (the "Plans and Specifications") (such construction of the Fire Station and the Fire Department Administration Building, the "New Improvements"), (the Real Estate and the New Improvements, and appurtenances thereto, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, beginning on the date the Lessor acquires the Real Estate, and ending on a date not more than twenty-two (22) years thereafter.

(b) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises and the payment of the option price, or (y) the payment or defeasance of all bonds issued (i) to finance the cost of the Premises, (ii) to refund such, (iii) to refund such refunding bonds, or (iv) to improve the Premises.

(c) The date the New Improvements are complete and ready for occupancy shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Lease.

(d) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

(e) The Lessor agrees to require the contractor for the New Improvements to furnish to the Lessor a bond conditioned upon the final completion of the New Improvements within a time period required by the Lessor in the contract.

(f) The Plans and Specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do

not alter the character of the Premises or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by this Lease. The Plans and Specifications have been filed with and approved by the Lessee.

## 2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay annual rental for the Premises at a rate per year during the term of this Lease not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00). Each such semi-annual installment, payable as hereinafter described, shall be based on the value of that portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due on the later of (i) January 15, 2024; or (ii) the date on which a portion of the Premises is available for use and occupancy by the Lessee. Thereafter, such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the bonds to be issued by the Lessor to provide funds for the project on the Premises (such bonds, or bonds issued to refund such bonds, the "Bonds"). All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

(b) After the sale of the Bonds, the annual rental shall be reduced to the multiple of \$1,000 next higher than the principal and interest due in each twelve (12) month period commencing each year on June 30 payable in semi-annual installments together with an amount sufficient to cover annual trustee fees and other administrative costs but not to exceed Five Thousand Dollars (\$5,000). In addition, each such reduced semi-annual installment shall be based on the value of the portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in substantially the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(c) The fixed annual rentals described in this Section 2 (the "Fixed Annual Rentals") and the additional rentals described in Section 3 (the "Additional Rentals") shall be payable solely from the budgeted revenues of the Lessee (the "Budgeted Revenues"). The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Budgeted Revenues received by the Lessee.

3. ADDITIONAL RENTAL PAYMENTS. The Lessee shall pay as further rental for the Premises all taxes and assessments levied against or on account of the Premises or the receipt of lease rental payments hereunder and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. In addition, the Lessee shall pay for all of the utilities in connection with the operation of the Premises and all rebate costs associated with the

Bonds. The Lessee also shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Premises or any part thereof is unfit for use by the Lessee, in proportion to the percentage of the area of the Premises which is unfit for use by the Lessee.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Lessee shall operate, maintain and repair the Premises during the term of this Lease in good repair, working order and condition at its expense. The Lessee shall use and maintain the Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Premises which do not reduce the rental value thereof. At the end of the term of this Lease, the Lessee shall deliver the building to the Lessor in as good condition as at the beginning of the term of this Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

6. INSURANCE. The Lessee, at its own expense, shall, during the term of this Lease, keep the Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies approved by the Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 9 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Premises as certified by a registered architect, registered engineer or professional appraisal engineer selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter, provided, such certification shall not be required so long as the amount of such insurance shall be at least equal to the amount specified in (i) above. Such appraisal may be based upon a recognized index of conversion factors. During the term of this Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 6. During the full term of this Lease, the Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in an amount not less than One Million Dollars (\$1,000,000) CSL on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies. Such policies shall be for the benefit of all persons having an insurable interest in the Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

7. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this Lease or sublet the Premises without the written consent of the Lessor. The Lessor shall not assign this Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

8. TAX COVENANTS. Notwithstanding any other provision of this Lease to the contrary, the Lessees shall not take any action or fail to take any action with respect to its use of the Premises that would result in loss of the exclusion from gross income of interest paid on the Bonds under the Code, which Bonds, when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was excludable from gross income under the Code. Any agreement entered into by the Lessee with respect to the Premises that would result in a loss of the exclusion from gross income of interest paid on such Bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

9. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to the Lessor, to purchase the Premises at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises, including the Bonds, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation and to pay the cost of transferring the Premises.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the Premises in accordance with Section 9(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease. In the event of purchase of the Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

10. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like, or lesser, term, upon the same or like conditions as herein contained, and the Lessee may exercise this option by written notice to the Lessor given prior to the expiration of this Lease.

11. TRANSFER TO THE LESSEE. In the event the Lessee has not exercised its option to purchase the Premises in accordance with Section 9 hereof and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of this Lease and upon full performance by the Lessee of its obligations under this Lease, the Premises shall become

the absolute property of the Lessee, and, upon the Lessee's request, the Lessor shall execute proper instruments conveying to the Lessee all of the Lessor's title thereto.

12. DEFAULTS.

(a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Premises and the Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.

14. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. SEVERABILITY. In the case of any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

16. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17. CONSTRUCTION OF COVENANTS. This Lease was entered into for the purpose of constructing and erecting the Premises and leasing the same by the Lessor to the Lessee under the provisions of the Indiana Code 36-1-10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said statutes, the

provisions of said statutes shall be deemed to be controlling and binding upon the Lessor and the Lessee.

[Remainder of this page intentionally left blank]

[Signature pages follow]



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

**LESSEE**

CITY OF WESTFIELD, INDIANA

By: \_\_\_\_\_  
J. Andrew Cook, Mayor

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

**LESSOR**

CITY OF WESTFIELD  
BUILDING CORPORATION

---

President

ATTEST:

---

Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Andrew Cook and Cindy J. Gossard, personally known to me as the Mayor and Clerk-Treasurer, respectively, of the City of Westfield, Indiana, and acknowledged the execution of the foregoing lease for and on behalf of said Lessee.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(Seal)

(Written Signature)

(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary, respectively, of the City of Westfield Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(Seal)

(Written Signature)

(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ James T. Crawford, Jr.

This instrument prepared by James T. Crawford, Jr., Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

**EXHIBIT A**

**TO LEASE BETWEEN  
CITY OF WESTFIELD BUILDING CORPORATION, LESSOR,  
AND CITY OF WESTFIELD, INDIANA, LESSEE**

**LEGAL DESCRIPTION**

The property for the construction of the New Improvements is located in the City of Westfield, Hamilton County, Indiana and more particularly described as follows:

EXHIBIT B

TO LEASE BETWEEN  
CITY OF WESTFIELD BUILDING CORPORATION, LESSOR,  
AND CITY OF WESTFIELD, INDIANA, LESSEE

ADJUSTED RENTAL PAYMENTS

ADDENDUM TO LEASE  
CITY OF WESTFIELD BUILDING CORPORATION, LESSOR,  
AND CITY OF WESTFIELD, INDIANA, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Westfield Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the City of Westfield, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of October \_\_, 2021 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

Section 1. The Annual Rental. The adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

**LESSEE**

CITY OF WESTFIELD, INDIANA

By:

\_\_\_\_\_  
J. Andrew Cook, Mayor

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

**LESSOR**

WESTFIELD  
BUILDING CORPORATION

By:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



STATE OF INDIANA                    )  
                                                  ) SS:  
COUNTY OF HAMILTON            )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Andrew Cook and Cindy J. Gossard, personally known to me as the Mayor and Clerk-Treasurer, respectively, of the City of Westfield, Indiana, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said Lessee.

WITNESS my hand and notarial seal this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF HAMILTON    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary, respectively, of the City of Westfield Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_  
I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ *James T. Crawford, Jr.*

This instrument prepared by James T. Crawford, Jr., Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount

EXHIBIT C

TO LEASE BETWEEN  
CITY OF WESTFIELD BUILDING CORPORATION, LESSOR,  
AND CITY OF WESTFIELD, INDIANA, LESSEE

ADDENDUM TO LEASE

CITY OF WESTFIELD BUILDING CORPORATION, LESSOR,  
AND CITY OF WESTFIELD, INDIANA, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Westfield Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the City of Westfield, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of October\_\_\_\_, 2021 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the New Improvements, as defined therein, are complete and ready for occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the New Improvements are complete and ready for occupancy is \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

**LESSEE**

CITY OF WESTFIELD, INDIANA

By:

\_\_\_\_\_  
J. Andrew Cook, Mayor

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

**LESSOR**

CITY OF WESTFIELD  
BUILDING CORPORATION

By:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF INDIANA                    )  
                                                  ) SS:  
COUNTY OF HAMILTON            )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Andrew Cook and Cindy J. Gossard, personally known to me as the Mayor and Clerk-Treasurer, respectively, of the City of Westfield, Indiana, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said Lessee.

WITNESS my hand and notarial seal this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF HAMILTON    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary, respectively, of the City of Westfield Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_  
I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ *James T. Crawford, Jr.*

This instrument prepared by James T. Crawford, Jr., Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.



I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

October 11, 2021

\_\_\_\_\_  
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 31 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 11 day of October, 2021

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Signatures of Governing Board

Approved by State Board of Accounts for the City of Westfield, 2013

**Purchase Invoice Register**

City of Westfield

Report Date Range: 09/22/21..10/05/21

10/5/2021 4:20 PM

Page 1 of 19

WESTFIELD\KGAGNON

| Buy-From Vendor No. | Buy-From Vendor Name               | Invoice No. | Date      | G/L Acct. | G/L Account Name      | Description                 | Amount     | Check No. | Check Date |
|---------------------|------------------------------------|-------------|-----------|-----------|-----------------------|-----------------------------|------------|-----------|------------|
| Fund No.            | Fund Name                          |             |           |           |                       |                             |            |           |            |
| 101                 | General                            |             |           |           |                       |                             |            |           |            |
|                     | Administration                     |             |           |           |                       |                             |            |           |            |
| VEN008854           | Baker Tilly Municipal Advisors LLC | APP085793   | 9/22/2021 | 101001349 | ADM-SERVICES          | March April May services    | 13,105.00  | 71433     | 9/28/2021  |
| VEN008854           | Baker Tilly Municipal Advisors LLC | APP085794   | 9/22/2021 | 101001349 | ADM-SERVICES          | Oct services                | 20,296.55  | 71433     | 9/28/2021  |
| VEN005845           | Kinetrex Energy                    | APP085822   | 9/23/2021 | 101001328 | ADM-HEAT/GAS          | Gas                         | 7.73       | 71469     | 9/28/2021  |
| VEN000534           | Delta Dental                       | APP085923   | 9/29/2021 | 101001119 | ADM-HEALTH/DENTAL     | Oct Dental ins              | 40.62      | 71486     | 9/29/2021  |
| VEN001676           | Riverview Hospital                 | APP085937   | 9/29/2021 | 101001119 | ADM-HEALTH/DENTAL     | Aug clinic hrs              | 184.30     | 71487     | 9/29/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101001111 | ADM-SALARY            | sal                         | 8,201.04   | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101001120 | ADM-FICA /MEDICARE    | fica                        | 489.42     | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101001120 | ADM-FICA /MEDICARE    | med                         | 114.46     | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101001121 | ADM-PERF              | perf                        | 899.84     | 500000711 | 9/28/2021  |
| VEN008029           | Liberty Mutual Insurance           | APP086018   | 10/1/2021 | 101001339 | ADM-INSURANCE         | Installment 10              | 4,697.94   | 71490     | 10/1/2021  |
| VEN000917           | Humane Society for Hamilton        | APP086021   | 10/1/2021 | 101001349 | ADM-SERVICES          | Strays                      | 6,483.00   |           |            |
| VEN008075           | Anthem Bank                        | APP086048   | 9/30/2021 | 101001119 | ADM-HEALTH/DENTAL     | Oct Medical                 | 2,357.83   | 500000713 | 9/30/2021  |
| VEN005574           | Bose McKinney and Evans LLP        | APP086059   | 10/4/2021 | 101001331 | ADM-CONSULTING        | Strategic Communication     | 3,500.00   |           |            |
| VEN000513           | DavisVision                        | APP086170   | 9/30/2021 | 101001119 | ADM-HEALTH/DENTAL     | Oct Ins                     | 25.74      | 71492     | 9/30/2021  |
| VEN000589           | Duke Energy                        | APP086187   | 10/5/2021 | 101001341 | ADM-ELECTRICITY       | Admin                       | 152.07     |           |            |
|                     | Subtotal for Administration        |             |           |           |                       |                             | 60,555.54  |           |            |
|                     | Police                             |             |           |           |                       |                             |            |           |            |
| VEN005845           | Kinetrex Energy                    | APP085822   | 9/23/2021 | 101002328 | POLICE-HEAT/GAS       | Gas                         | 416.35     | 71469     | 9/28/2021  |
| VEN000534           | Delta Dental                       | APP085923   | 9/29/2021 | 101002119 | POLICE-HEALTH/DENTAL  | Oct Dental ins              | 3,386.41   | 71486     | 9/29/2021  |
| VEN001676           | Riverview Hospital                 | APP085937   | 9/29/2021 | 101002119 | POLICE-HEALTH/DENTAL  | Aug clinic hrs              | 4,581.84   | 71487     | 9/29/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101002111 | POLICE-SALARY         | sal                         | 199,453.67 | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101002120 | POLICE-FICA/MEDICARE  | fica                        | 11,878.08  | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101002120 | POLICE-FICA/MEDICARE  | med                         | 2,777.93   | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                            | APP085939   | 9/28/2021 | 101002121 | POLICE-PERF           | perf                        | 31,850.87  | 500000711 | 9/28/2021  |
| VEN008029           | Liberty Mutual Insurance           | APP086018   | 10/1/2021 | 101002339 | POLICE-INSURANCE      | Installment 10              | 7,678.15   | 71490     | 10/1/2021  |
| VEN008075           | Anthem Bank                        | APP086048   | 9/30/2021 | 101002119 | POLICE-HEALTH/DENTAL  | Oct Medical                 | 72,571.70  | 500000713 | 9/30/2021  |
| VEN000314           | C.A.R. Clinic                      | APP086157   | 10/4/2021 | 101002360 | POLICE-VEHICLE REPAIR | Vehicle Repairs             | 4,294.29   |           |            |
| VEN008970           | Ronald Shelnutt                    | APP086158   | 10/4/2021 | 101002347 | POLICE-PROMOTIONS     | Second Half Video Filming & | 1,500.00   |           |            |
| VEN000480           | CSI Signs                          | APP086159   | 10/4/2021 | 101002337 | POLICE-PRINTING       | Print Logo for Brick Wall   | 710.64     |           |            |
| VEN002116           | Westfield Tire and Muffler         | APP086161   | 10/4/2021 | 101002360 | POLICE-VEHICLE REPAIR | Vehicle Tires               | 4,056.00   |           |            |
| VEN001035           | Interstate Battery                 | APP086162   | 10/4/2021 | 101002360 | POLICE-VEHICLE REPAIR | Vehicle batteries           | 309.98     |           |            |
| VEN000747           | Galls                              | APP086165   | 10/4/2021 | 101002229 | POLICE-UNIFORMS       | Long Reversible Raincoat    | 142.00     |           |            |

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| Buy-From Vendor No. | Buy-From Vendor Name                            | Invoice No. | Date      | G/L Acct. | G/L Account Name        | Description                 | Amount     | Check No. | Check Date |
|---------------------|-------------------------------------------------|-------------|-----------|-----------|-------------------------|-----------------------------|------------|-----------|------------|
| Fund No.            | Fund Name                                       |             |           |           |                         |                             |            |           |            |
| 101                 | General                                         |             |           |           |                         |                             |            |           |            |
|                     | Police                                          |             |           |           |                         |                             |            |           |            |
| VEN004234           | Agency360                                       | APP086166   | 10/4/2021 | 101002350 | POLICE-SUBSCRIPTIONS/D  | Annual Subscription         | 1,197.00   |           |            |
| VEN001856           | Sun Badge Co                                    | APP086167   | 10/4/2021 | 101002229 | POLICE-UNIFORMS         | Uniform Badges              | 108.75     |           |            |
| VEN001856           | Sun Badge Co                                    | APP086167   | 10/4/2021 | 101002229 | POLICE-UNIFORMS         | Uniform Badges              | 206.50     |           |            |
| VEN001417           | Napa Auto Parts                                 | APP086168   | 10/4/2021 | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Battery             | 120.47     |           |            |
| VEN001417           | Napa Auto Parts                                 | APP086168   | 10/4/2021 | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Battery             | 167.99     |           |            |
| VEN001417           | Napa Auto Parts                                 | APP086168   | 10/4/2021 | 101002360 | POLICE-VEHICLE REPAIR   | Wiper Blades                | 26.32      |           |            |
| VEN001417           | Napa Auto Parts                                 | APP086168   | 10/4/2021 | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Battery             | 165.99     |           |            |
| VEN006678           | Amazon Capital Services                         | APP086169   | 10/4/2021 | 101002472 | POLICE-EQUIPMENT        | LED Monitor, Keyboard, Mous | 755.64     |           |            |
| VEN000513           | DavisVision                                     | APP086170   | 9/30/2021 | 101002119 | POLICE-HEALTH/DENTAL    | Oct Ins                     | 667.67     | 71492     | 9/30/2021  |
| VEN005403           | BrightView Landscapes LLC                       | APP086212   | 10/5/2021 | 101002343 | POLICE-BUILDING MAINTEN | Turf App PSB                | 284.37     |           |            |
|                     | Subtotal for Police                             |             |           |           |                         |                             | 349,308.61 |           |            |
|                     | Economic and Community Development              |             |           |           |                         |                             |            |           |            |
| VEN000534           | Delta Dental                                    | APP085923   | 9/29/2021 | 101003119 | ECD-HEALTH/DENTAL       | Oct Dental ins              | 771.32     | 71486     | 9/29/2021  |
| VEN001676           | Riverview Hospital                              | APP085937   | 9/29/2021 | 101003119 | ECD-HEALTH/DENTAL       | Aug clinic hrs              | 700.95     | 71487     | 9/29/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101003111 | ECD-SALARY              | sal                         | 28,026.72  | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101003111 | ECD-SALARY              | sal                         | 3,200.00   | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101003120 | ECD-FICA/MEDICARE       | fica                        | 1,678.92   | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101003120 | ECD-FICA/MEDICARE       | fica                        | 198.40     | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101003120 | ECD-FICA/MEDICARE       | med                         | 392.65     | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101003120 | ECD-FICA/MEDICARE       | med                         | 46.40      | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101003121 | ECD-PERF                | perf                        | 3,979.80   | 500000711 | 9/28/2021  |
| VEN008075           | Anthem Bank                                     | APP086048   | 9/30/2021 | 101003119 | ECD-HEALTH/DENTAL       | Oct Medical                 | 10,872.02  | 500000713 | 9/30/2021  |
| VEN000513           | DavisVision                                     | APP086170   | 9/30/2021 | 101003119 | ECD-HEALTH/DENTAL       | Oct Ins                     | 118.09     | 71492     | 9/30/2021  |
|                     | Subtotal for Economic and Community Development |             |           |           |                         |                             | 49,985.27  |           |            |
|                     | Parks                                           |             |           |           |                         |                             |            |           |            |
| VEN000534           | Delta Dental                                    | APP085923   | 9/29/2021 | 101005119 | PARKS-HEALTH/DENTAL     | Oct Dental ins              | 163.48     | 71486     | 9/29/2021  |
| VEN001676           | Riverview Hospital                              | APP085937   | 9/29/2021 | 101005119 | PARKS-HEALTH/DENTAL     | Aug clinic hrs              | 178.26     | 71487     | 9/29/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101005111 | PARKS-SALARY            | sal                         | 10,605.32  | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101005120 | PARKS-FICA/MEDICARE     | fica                        | 628.47     | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101005120 | PARKS-FICA/MEDICARE     | med                         | 146.99     | 500000711 | 9/28/2021  |
| VEN001537           | Payroll                                         | APP085939   | 9/28/2021 | 101005121 | PARKS-PERF              | perf                        | 1,247.40   | 500000711 | 9/28/2021  |

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| Buy-From Vendor No.       | Buy-From Vendor Name            | Invoice No. | Date      | G/L Acct. | G/L Account Name       | Description                   | Amount    | Check No. | Check Date |
|---------------------------|---------------------------------|-------------|-----------|-----------|------------------------|-------------------------------|-----------|-----------|------------|
| Fund No. Fund Name        |                                 |             |           |           |                        |                               |           |           |            |
| 101                       | General                         |             |           |           |                        |                               |           |           |            |
| Parks                     |                                 |             |           |           |                        |                               |           |           |            |
| VEN008075                 | Anthem Bank                     | APP086048   | 9/30/2021 | 101005119 | PARKS-HEALTH/DENTAL    | Oct Medical                   | 4,596.09  | 500000713 | 9/30/2021  |
| VEN005717                 | Background Investigation Bureau | APP086066   | 10/4/2021 | 101005349 | PARKS-SERVICES         | Background cks                | 155.35    |           |            |
| VEN000513                 | DavisVision                     | APP086170   | 9/30/2021 | 101005119 | PARKS-HEALTH/DENTAL    | Oct Ins                       | 31.34     | 71492     | 9/30/2021  |
| VEN004831                 | Kiwanis Club of Westfield       | APP086197   | 10/5/2021 | 101005347 | PARKS-PROMOTION        | Labor Day Ave Flags Project   | 210.00    |           |            |
| VEN000345                 | Cave and Company Printing       | APP086211   | 10/5/2021 | 101005223 | PARKS-OFFICE SUPPLIES  | Business cards                | 130.95    |           |            |
| Subtotal for Parks        |                                 |             |           |           |                        |                               | 18,093.65 |           |            |
| Economic Dev              |                                 |             |           |           |                        |                               |           |           |            |
| VEN000534                 | Delta Dental                    | APP085923   | 9/29/2021 | 101006119 | ECONOMIC DEV-HEALTH/D  | Oct Dental ins                | 20.86     | 71486     | 9/29/2021  |
| VEN001676                 | Riverview Hospital              | APP085937   | 9/29/2021 | 101006119 | ECONOMIC DEV-HEALTH/D  | Aug clinic hrs                | 34.75     | 71487     | 9/29/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101006111 | ECONOMIC DEV-SALARY    | sal                           | 3,367.31  | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101006120 | ECONOMIC DEV-FICA/MEDI | fica                          | 208.55    | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101006120 | ECONOMIC DEV-FICA/MEDI | med                           | 48.77     | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101006121 | ECONOMIC DEV-PERF      | perf                          | 478.16    | 500000711 | 9/28/2021  |
| VEN008075                 | Anthem Bank                     | APP086048   | 9/30/2021 | 101006119 | ECONOMIC DEV-HEALTH/D  | Oct Medical                   | 579.00    | 500000713 | 9/30/2021  |
| VEN000513                 | DavisVision                     | APP086170   | 9/30/2021 | 101006119 | ECONOMIC DEV-HEALTH/D  | Oct Ins                       | 5.60      | 71492     | 9/30/2021  |
| Subtotal for Economic Dev |                                 |             |           |           |                        |                               | 4,743.00  |           |            |
| Informatics               |                                 |             |           |           |                        |                               |           |           |            |
| VEN000534                 | Delta Dental                    | APP085923   | 9/29/2021 | 101007119 | IT-HEALTH/DENTAL       | Oct Dental ins                | 269.80    | 71486     | 9/29/2021  |
| VEN001676                 | Riverview Hospital              | APP085937   | 9/29/2021 | 101007119 | IT-HEALTH/DENTAL       | Aug clinic hrs                | 389.75    | 71487     | 9/29/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101007111 | IT-SALARY              | sal                           | 16,785.42 | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101007120 | IT-FICA/MEDICARE       | fica                          | 975.23    | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101007120 | IT-FICA/MEDICARE       | med                           | 228.08    | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                         | APP085939   | 9/28/2021 | 101007121 | IT-PERF                | perf                          | 2,383.53  | 500000711 | 9/28/2021  |
| VEN008075                 | Anthem Bank                     | APP086048   | 9/30/2021 | 101007119 | IT-HEALTH/DENTAL       | Oct Medical                   | 6,390.93  | 500000713 | 9/30/2021  |
| VEN005134                 | Lifeline Data Centers           | APP086053   | 10/4/2021 | 101007349 | IT-SERVICES            | Sept services                 | 778.50    |           |            |
| VEN007897                 | Konica Minolta Prem Fin 2       | APP086055   | 10/4/2021 | 101007337 | IT-PRINTING            | Copy machine rentals Sta 82   | 77.70     |           |            |
| VEN006331                 | enVista llc                     | APP086056   | 10/4/2021 | 101007349 | IT-SERVICES            | SharePoint Monitoring         | 920.00    |           |            |
| VEN005146                 | Konica Minolta Business         | APP086060   | 10/4/2021 | 101007337 | IT-PRINTING            | Click charges                 | 923.63    |           |            |
| VEN003729                 | Metronet                        | APP086064   | 10/4/2021 | 101007335 | IT-TELEPHONE           | Long distance and land lines  | 2,460.93  |           |            |
| VEN004591                 | Virtusa Corporation             | APP086073   | 10/4/2021 | 101007349 | IT-SERVICES            | Volume Expansion              | 700.00    |           |            |
| VEN008285                 | EnvelopIQ LLC                   | APP086084   | 10/4/2021 | 101007472 | IT-EQUIPMENT           | Security access contro panels | 4,217.43  |           |            |
| VEN006597                 | ATEC Inc                        | APP086086   | 10/4/2021 | 101007349 | IT-SERVICES            | 3rd quart Maint HVAC          | 3,252.00  |           |            |

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| Buy-From Vendor No.                 | Buy-From Vendor Name       | Invoice No. | Date      | G/L Acct. | G/L Account Name        | Description                  | Amount           | Check No. | Check Date |
|-------------------------------------|----------------------------|-------------|-----------|-----------|-------------------------|------------------------------|------------------|-----------|------------|
| <b>Fund No. Fund Name</b>           |                            |             |           |           |                         |                              |                  |           |            |
| <b>101 General</b>                  |                            |             |           |           |                         |                              |                  |           |            |
| <b>Informatics</b>                  |                            |             |           |           |                         |                              |                  |           |            |
| VEN006597                           | ATEC Inc                   | APP086086   | 10/4/2021 | 101007349 | IT-SERVICES             | 3rd quart Maint Cameras      | 4,900.00         |           |            |
| VEN009727                           | New Era Technology         | APP086091   | 10/4/2021 | 101007331 | IT-CONSULTING           | Audio System Reconfiguration | 9,876.69         |           |            |
| VEN000604                           | Eastern Engineering Supply | APP086103   | 10/4/2021 | 101007224 | IT-OPERATING SUPPLIES   | GIS instant dry              | 414.47           |           |            |
| VEN004591                           | Virtusa Corporation        | APP086111   | 10/4/2021 | 101007349 | IT-SERVICES             | Firewall                     | 789.00           |           |            |
| VEN000513                           | DavisVision                | APP086170   | 9/30/2021 | 101007119 | IT-HEALTH/DENTAL        | Oct Ins                      | 62.68            | 71492     | 9/30/2021  |
| VEN005996                           | Konica Minolta Premier Fin | APP086193   | 10/5/2021 | 101007337 | IT-PRINTING             | Copy machine rentals         | 1,053.89         |           |            |
| <b>Subtotal for Informatics</b>     |                            |             |           |           |                         |                              | <b>57,849.66</b> |           |            |
| <b>Clerk Treasurer</b>              |                            |             |           |           |                         |                              |                  |           |            |
| VEN000534                           | Delta Dental               | APP085923   | 9/29/2021 | 101008119 | CT-HEALTH/DENTAL        | Oct Dental ins               | 220.74           | 71486     | 9/29/2021  |
| VEN001676                           | Riverview Hospital         | APP085937   | 9/29/2021 | 101008119 | CT-HEALTH/DENTAL        | Aug clinic hrs               | 258.32           | 71487     | 9/29/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101008111 | CT-SALARY               | sal                          | 17,167.58        | 500000711 | 9/28/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101008120 | CT-FICA/MEDICARE        | fica                         | 1,001.41         | 500000711 | 9/28/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101008120 | CT-FICA/MEDICARE        | med                          | 234.12           | 500000711 | 9/28/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101008121 | CT-PERF                 | perf                         | 2,000.57         | 500000711 | 9/28/2021  |
| VEN001406                           | Municipal Code             | APP086020   | 10/1/2021 | 101008349 | CT-SERVICES             | Supplement pages             | 1,797.99         |           |            |
| VEN008075                           | Anthem Bank                | APP086048   | 9/30/2021 | 101008119 | CT-HEALTH/DENTAL        | Oct Medical                  | 4,230.68         | 500000713 | 9/30/2021  |
| VEN001469                           | O W Krohn and Associates   | APP086156   | 10/4/2021 | 101008349 | CT-SERVICES             | August services              | 446.25           |           |            |
| VEN000513                           | DavisVision                | APP086170   | 9/30/2021 | 101008119 | CT-HEALTH/DENTAL        | Oct Ins                      | 62.68            | 71492     | 9/30/2021  |
| <b>Subtotal for Clerk Treasurer</b> |                            |             |           |           |                         |                              | <b>27,420.34</b> |           |            |
| <b>Mayor</b>                        |                            |             |           |           |                         |                              |                  |           |            |
| VEN000534                           | Delta Dental               | APP085923   | 9/29/2021 | 101009119 | MAYOR-HEALTH/DENTAL     | Oct Dental ins               | 40.62            | 71486     | 9/29/2021  |
| VEN001676                           | Riverview Hospital         | APP085937   | 9/29/2021 | 101009119 | MAYOR-HEALTH/DENTAL     | Aug clinic hrs               | 90.64            | 71487     | 9/29/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101009111 | MAYOR-SALARY            | sal                          | 4,575.54         | 500000711 | 9/28/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101009120 | MAYOR- FICA/MEDICARE    | fica                         | 275.02           | 500000711 | 9/28/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101009120 | MAYOR- FICA/MEDICARE    | med                          | 64.31            | 500000711 | 9/28/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101009121 | MAYOR-PERF              | perf                         | 649.73           | 500000711 | 9/28/2021  |
| VEN008075                           | Anthem Bank                | APP086048   | 9/30/2021 | 101009119 | MAYOR-HEALTH/DENTAL     | Oct Medical                  | 1,271.53         | 500000713 | 9/30/2021  |
| VEN000513                           | DavisVision                | APP086170   | 9/30/2021 | 101009119 | MAYOR-HEALTH/DENTAL     | Oct Ins                      | 12.87            | 71492     | 9/30/2021  |
| <b>Subtotal for Mayor</b>           |                            |             |           |           |                         |                              | <b>6,980.26</b>  |           |            |
| <b>City Council</b>                 |                            |             |           |           |                         |                              |                  |           |            |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101010111 | CITY COUNCIL-SALARY     | sal                          | 29,487.75        | 500000711 | 9/28/2021  |
| VEN001537                           | Payroll                    | APP085939   | 9/28/2021 | 101010120 | CITY COUNCIL-FICA/MEDIC | fica                         | 1,828.23         | 500000711 | 9/28/2021  |

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|-----------------------------|---------------------------------|-------------|-----------|-----------|-------------------------|------------------------|-----------|-----------|------------|
| Fund No. Fund Name          |                                 |             |           |           |                         |                        |           |           |            |
| 101                         | General                         |             |           |           |                         |                        |           |           |            |
| City Council                |                                 |             |           |           |                         |                        |           |           |            |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101010120 | CITY COUNCIL-FICA/MEDIC | med                    | 427.59    | 500000711 | 9/28/2021  |
| VEN008846                   | Altman Poindexter and Wyatt LLC | APP085963   | 9/29/2021 | 101010330 | CITY COUNCIL-LEGAL      | Sept services          | 3,360.00  |           |            |
| VEN000595                   | DWA                             | APP086074   | 10/4/2021 | 101010347 | CITY COUNCIL-PROMOTION  | Dinner on Union table  | 2,000.00  |           |            |
| Subtotal for City Council   |                                 |             |           |           |                         |                        | 37,103.57 |           |            |
| Board of Works              |                                 |             |           |           |                         |                        |           |           |            |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101011111 | BOARD OF WORKS-SALARY   | sal                    | 262.50    | 500000711 | 9/28/2021  |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101011120 | BOARD OF WORKS-FICA/M   | fica                   | 16.28     | 500000711 | 9/28/2021  |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101011120 | BOARD OF WORKS-FICA/M   | med                    | 3.81      | 500000711 | 9/28/2021  |
| Subtotal for Board of Works |                                 |             |           |           |                         |                        | 282.59    |           |            |
| Public Works                |                                 |             |           |           |                         |                        |           |           |            |
| VEN000589                   | Duke Energy                     | APP085817   | 9/23/2021 | 101013341 | PW-ELECTRIC             | PW                     | 22.71     | 71450     | 9/28/2021  |
| VEN002336                   | Citizens Westfield              | APP085818   | 9/23/2021 | 101013342 | PW-WATER/SEWER          | PW                     | 767.76    | 71444     | 9/28/2021  |
| VEN005845                   | Kinetrex Energy                 | APP085822   | 9/23/2021 | 101013328 | PW-HEAT/GAS             | Gas                    | 9.95      | 71469     | 9/28/2021  |
| VEN000534                   | Delta Dental                    | APP085923   | 9/29/2021 | 101013119 | PW-HEALTH AND DENTAL    | Oct Dental ins         | 1,031.24  | 71486     | 9/29/2021  |
| VEN001676                   | Riverview Hospital              | APP085937   | 9/29/2021 | 101013119 | PW-HEALTH AND DENTAL    | Aug clinic hrs         | 1,611.88  | 71487     | 9/29/2021  |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101013111 | PW-SALARY               | sal                    | 45,970.31 | 500000711 | 9/28/2021  |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101013120 | PW-FICA/MEDICARE        | fica                   | 2,695.71  | 500000711 | 9/28/2021  |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101013120 | PW-FICA/MEDICARE        | med                    | 630.46    | 500000711 | 9/28/2021  |
| VEN001537                   | Payroll                         | APP085939   | 9/28/2021 | 101013121 | PW-PERF                 | perf                   | 7,119.94  | 500000711 | 9/28/2021  |
| VEN000682                   | Fastenal                        | APP085957   | 9/29/2021 | 101013224 | PW-OPERATING SUPPLIES   | Guard Assy             | 28.00     |           |            |
| VEN001182                   | Kings III America               | APP085966   | 9/29/2021 | 101013349 | PW-CONTRACTUAL SERVIC   | Elevator Phone service | 111.51    |           |            |
| VEN009542                   | H and N Outdoor Services LLC    | APP085972   | 9/29/2021 | 101013349 | PW-CONTRACTUAL SERVIC   | Irrigation repair      | 575.00    |           |            |
| VEN009542                   | H and N Outdoor Services LLC    | APP085973   | 9/29/2021 | 101013349 | PW-CONTRACTUAL SERVIC   | Irrigation Repair      | 3,000.00  |           |            |
| VEN000589                   | Duke Energy                     | APP085986   | 9/30/2021 | 101013342 | PW-WATER/SEWER          | PW                     | 59.62     | 71489     | 9/30/2021  |
| VEN002336                   | Citizens Westfield              | APP085987   | 9/30/2021 | 101013342 | PW-WATER/SEWER          | PW                     | 515.18    | 71488     | 9/30/2021  |
| VEN008029                   | Liberty Mutual Insurance        | APP086018   | 10/1/2021 | 101013339 | PW-INSURANCE            | Installment 10         | 4,071.75  | 71490     | 10/1/2021  |
| VEN008075                   | Anthem Bank                     | APP086048   | 9/30/2021 | 101013119 | PW-HEALTH AND DENTAL    | Oct Medical            | 22,689.43 | 500000713 | 9/30/2021  |
| VEN005709                   | Service Sanitation Inc          | APP086058   | 10/4/2021 | 101013349 | PW-CONTRACTUAL SERVIC   | Deer Walk              | 116.00    |           |            |
| VEN005709                   | Service Sanitation Inc          | APP086058   | 10/4/2021 | 101013349 | PW-CONTRACTUAL SERVIC   | 3233 W 166th           | 99.00     |           |            |
| VEN005717                   | Background Investigation Bureau | APP086066   | 10/4/2021 | 101013349 | PW-CONTRACTUAL SERVIC   | Background cks         | 23.90     |           |            |
| VEN000513                   | DavisVision                     | APP086170   | 9/30/2021 | 101013119 | PW-HEALTH AND DENTAL    | Oct Ins                | 216.04    | 71492     | 9/30/2021  |
| VEN000589                   | Duke Energy                     | APP086185   | 10/5/2021 | 101013341 | PW-ELECTRIC             | PW                     | 448.54    |           |            |

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| Buy-From Vendor No.           |                                | Buy-From Vendor Name | Invoice No. | Date      | G/L Acct.              | G/L Account Name | Description | Amount    | Check No. | Check Date |
|-------------------------------|--------------------------------|----------------------|-------------|-----------|------------------------|------------------|-------------|-----------|-----------|------------|
| Fund No.                      | Fund Name                      |                      |             |           |                        |                  |             |           |           |            |
| 101                           | General                        |                      |             |           |                        |                  |             |           |           |            |
| Public Works                  |                                |                      |             |           |                        |                  |             |           |           |            |
| VEN002336                     | Citizens Westfield             | APP086189            | 10/5/2021   | 101013342 | PW-WATER/SEWER         | PW               |             | 636.27    |           |            |
| Subtotal for Public Works     |                                |                      |             |           |                        |                  |             | 92,450.20 |           |            |
| Communications                |                                |                      |             |           |                        |                  |             |           |           |            |
| VEN000534                     | Delta Dental                   | APP085923            | 9/29/2021   | 101020119 | COMM-HEALTH/DENTAL     | Oct Dental ins   |             | 98.88     | 71486     | 9/29/2021  |
| VEN001676                     | Riverview Hospital             | APP085937            | 9/29/2021   | 101020119 | COMM-HEALTH/DENTAL     | Aug clinic hrs   |             | 293.07    | 71487     | 9/29/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101020111 | COMM-SALARY            | sal              |             | 8,463.53  | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101020120 | COMM-FICA/MEDICARE     | fica             |             | 510.16    | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101020120 | COMM-FICA/MEDICARE     | med              |             | 119.31    | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101020121 | COMM-PERF              | perf             |             | 1,201.88  | 500000711 | 9/28/2021  |
| VEN008075                     | Anthem Bank                    | APP086048            | 9/30/2021   | 101020119 | COMM-HEALTH/DENTAL     | Oct Medical      |             | 2,331.77  | 500000713 | 9/30/2021  |
| VEN000513                     | DavisVision                    | APP086170            | 9/30/2021   | 101020119 | COMM-HEALTH/DENTAL     | Oct Ins          |             | 24.07     | 71492     | 9/30/2021  |
| VEN006141                     | Westfield Restaurant Group LLC | APP086177            | 10/5/2021   | 101020334 | COMM- TRAINING         | WFD              |             | 780.00    |           |            |
| Subtotal for Communications   |                                |                      |             |           |                        |                  |             | 13,822.67 |           |            |
| Customer Service              |                                |                      |             |           |                        |                  |             |           |           |            |
| VEN000534                     | Delta Dental                   | APP085923            | 9/29/2021   | 101021119 | CUSTOMER SERV-HEALTH/  | Oct Dental ins   |             | 228.08    | 71486     | 9/29/2021  |
| VEN001676                     | Riverview Hospital             | APP085937            | 9/29/2021   | 101021119 | CUSTOMER SERV-HEALTH/  | Aug clinic hrs   |             | 438.09    | 71487     | 9/29/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101021111 | CUSTOMER SERV-SALARY   | sal              |             | 8,219.90  | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101021119 | CUSTOMER SERV-HEALTH/  | hsa              |             | 375.00    | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101021120 | CUSTOMER SERV- FICA/ME | fica             |             | 476.76    | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101021120 | CUSTOMER SERV- FICA/ME | med              |             | 111.49    | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101021121 | CUSTOMER SERV- PERF    | perf             |             | 1,167.22  | 500000711 | 9/28/2021  |
| VEN008075                     | Anthem Bank                    | APP086048            | 9/30/2021   | 101021119 | CUSTOMER SERV-HEALTH/  | Oct Medical      |             | 4,680.23  | 500000713 | 9/30/2021  |
| VEN000513                     | DavisVision                    | APP086170            | 9/30/2021   | 101021119 | CUSTOMER SERV-HEALTH/  | Oct Ins          |             | 38.61     | 71492     | 9/30/2021  |
| Subtotal for Customer Service |                                |                      |             |           |                        |                  |             | 15,735.38 |           |            |
| Human Resources               |                                |                      |             |           |                        |                  |             |           |           |            |
| VEN000534                     | Delta Dental                   | APP085923            | 9/29/2021   | 101022119 | HR-HEALTH/DENTAL       | Oct Dental ins   |             | 106.32    | 71486     | 9/29/2021  |
| VEN001676                     | Riverview Hospital             | APP085937            | 9/29/2021   | 101022119 | HR-HEALTH/DENTAL       | Aug clinic hrs   |             | 145.02    | 71487     | 9/29/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101022111 | HR -SALARY             | sal              |             | 4,453.40  | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101022120 | HR-FICA/MEDICARE       | fica             |             | 263.33    | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101022120 | HR-FICA/MEDICARE       | med              |             | 61.59     | 500000711 | 9/28/2021  |
| VEN001537                     | Payroll                        | APP085939            | 9/28/2021   | 101022121 | HR PERF                | perf             |             | 632.38    | 500000711 | 9/28/2021  |

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| Buy-From Vendor No.       | Buy-From Vendor Name                        | Invoice No. | Date      | G/L Acct. | G/L Account Name        | Description                   | Amount     | Check No. | Check Date |
|---------------------------|---------------------------------------------|-------------|-----------|-----------|-------------------------|-------------------------------|------------|-----------|------------|
| <b>Fund No. Fund Name</b> |                                             |             |           |           |                         |                               |            |           |            |
| 101                       | General                                     |             |           |           |                         |                               |            |           |            |
|                           | Human Resources                             |             |           |           |                         |                               |            |           |            |
| VEN008075                 | Anthem Bank                                 | APP086048   | 9/30/2021 | 101022119 | HR-HEALTH/DENTAL        | Oct Medical                   | 2,373.84   | 500000713 | 9/30/2021  |
| VEN000513                 | DavisVision                                 | APP086170   | 9/30/2021 | 101022119 | HR-HEALTH/DENTAL        | Oct Ins                       | 25.74      | 71492     | 9/30/2021  |
|                           | Subtotal for Human Resources                |             |           |           |                         |                               | 8,061.62   |           |            |
|                           | Subtotal for Fund 101 General               |             |           |           |                         |                               | 742,392.36 |           |            |
| <b>Fund No. Fund Name</b> |                                             |             |           |           |                         |                               |            |           |            |
| 111                       | Food and Beverage Tax                       |             |           |           |                         |                               |            |           |            |
|                           | Grand Park                                  |             |           |           |                         |                               |            |           |            |
| VEN002613                 | Ermco Inc                                   | APP086063   | 10/4/2021 | 111015349 | FOOD/BEV GP-CONSTRUCT   | Colts Camp                    | 27,095.00  |           |            |
| VEN001277                 | Macallister Machinery Co                    | APP086087   | 10/4/2021 | 111015472 | FOOD/BEV GP-EQUIP       | Colts Camp                    | 2,382.28   |           |            |
| VEN002613                 | Ermco Inc                                   | APP086207   | 10/5/2021 | 111015349 | FOOD/BEV GP-CONSTRUCT   | Colts Training Camp           | 1,782.00   |           |            |
|                           | Subtotal for Grand Park                     |             |           |           |                         |                               | 31,259.28  |           |            |
|                           | Subtotal for Fund 111 Food and Beverage Tax |             |           |           |                         |                               | 31,259.28  |           |            |
| <b>Fund No. Fund Name</b> |                                             |             |           |           |                         |                               |            |           |            |
| 201                       | Motor Vehicle Highway (MVH)                 |             |           |           |                         |                               |            |           |            |
|                           | Public Works                                |             |           |           |                         |                               |            |           |            |
| VEN000534                 | Delta Dental                                | APP085923   | 9/29/2021 | 201013119 | MVH-HEALTH/DENTAL       | Oct Dental ins                | 191.78     | 71486     | 9/29/2021  |
| VEN001676                 | Riverview Hospital                          | APP085937   | 9/29/2021 | 201013119 | MVH-HEALTH/DENTAL       | Aug clinic hrs                | 216.03     | 71487     | 9/29/2021  |
| VEN001537                 | Payroll                                     | APP085939   | 9/28/2021 | 201013111 | MVH-SALARY              | sal                           | 7,833.74   | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                                     | APP085939   | 9/28/2021 | 201013120 | MVH-FICA/MEDICARE       | fica                          | 459.60     | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                                     | APP085939   | 9/28/2021 | 201013120 | MVH-FICA/MEDICARE       | med                           | 107.49     | 500000711 | 9/28/2021  |
| VEN001537                 | Payroll                                     | APP085939   | 9/28/2021 | 201013121 | MVH-PERF                | perf                          | 1,112.39   | 500000711 | 9/28/2021  |
| VEN000975                 | Indiana Oxygen Company                      | APP085953   | 9/29/2021 | 201013226 | MVH-VEHICLE GAS/ SUPPLI | Gases and Mix                 | 58.90      |           |            |
| VEN000879                 | Heritage-Crystal Clean                      | APP085954   | 9/29/2021 | 201013349 | MVH-CONTRACTUAL SERV    | Cleaning drains in shop       | 712.30     |           |            |
| VEN001809                 | Southeastern Equipment                      | APP085955   | 9/29/2021 | 201013345 | MVH-EQUIP REPAIR        | Parts for New Holland Tractor | 2,451.30   |           |            |
| VEN001708                 | RPM Machinery                               | APP085960   | 9/29/2021 | 201013345 | MVH-EQUIP REPAIR        | Equipment repairs             | 540.06     |           |            |
| VEN001708                 | RPM Machinery                               | APP085961   | 9/29/2021 | 201013345 | MVH-EQUIP REPAIR        | Wheel Loader                  | 1,257.68   |           |            |
| VEN000332                 | Cargill                                     | APP085962   | 9/29/2021 | 201013231 | MVH-SUBGRADE MATERIAL   | Salt                          | 29,149.57  |           |            |
| VEN001384                 | Milestone Contractors LP                    | APP085964   | 9/29/2021 | 201013231 | MVH-SUBGRADE MATERIAL   | Surface                       | 3,456.42   |           |            |
| VEN000332                 | Cargill                                     | APP085965   | 9/29/2021 | 201013231 | MVH-SUBGRADE MATERIAL   | Salt                          | 22,472.89  |           |            |
| VEN006285                 | Ceres Solutions Cooperative                 | APP085967   | 9/29/2021 | 201013226 | MVH-VEHICLE GAS/ SUPPLI | Off Rd fuel                   | 273.42     |           |            |



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|----------------------------------------------------------|------------------------------|-------------|-----------|-----------|-------------------------|------------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                                |                              |             |           |           |                         |                              |                   |           |            |
| <b>201 Motor Vehicle Highway (MVH)</b>                   |                              |             |           |           |                         |                              |                   |           |            |
| <b>Public Works</b>                                      |                              |             |           |           |                         |                              |                   |           |            |
| VEN001399                                                | MPE Cleaning Systems         | APP085974   | 9/29/2021 | 201013360 | MVH-VEHICLE REPAIR      | Equipment wash               | 787.10            |           |            |
| VEN000332                                                | Cargill                      | APP085975   | 9/29/2021 | 201013231 | MVH-SUBGRADE MATERIAL   | Salt                         | 22,871.81         |           |            |
| VEN008075                                                | Anthem Bank                  | APP086048   | 9/30/2021 | 201013119 | MVH-HEALTH/DENTAL       | Oct Medical                  | 3,547.61          | 500000713 | 9/30/2021  |
| VEN002123                                                | Westfield-Washington Schools | APP086054   | 10/4/2021 | 201013226 | MVH-VEHICLE GAS/ SUPPLI | Diesel fuel for August       | 1,576.75          |           |            |
| VEN009767                                                | General Truck Sales          | APP086057   | 10/4/2021 | 201013360 | MVH-VEHICLE REPAIR      | Alignment for Truck 1892     | 405.00            |           |            |
| VEN001384                                                | Milestone Contractors LP     | APP086061   | 10/4/2021 | 201013231 | MVH-SUBGRADE MATERIAL   | Surface                      | 400.56            |           |            |
| VEN000513                                                | DavisVision                  | APP086170   | 9/30/2021 | 201013119 | MVH-HEALTH/DENTAL       | Oct Ins                      | 25.74             | 71492     | 9/30/2021  |
| VEN000989                                                | Indiana Traffic Services LLC | APP086186   | 10/5/2021 | 201013378 | MVH-STREET STRIPING     | 2021 Striping                | 8,582.05          |           |            |
| VEN000989                                                | Indiana Traffic Services LLC | APP086186   | 10/5/2021 | 201013378 | MVH-STREET STRIPING     | Addl Thermoplastic and Paint | 6,739.97          |           |            |
| <b>Subtotal for Public Works</b>                         |                              |             |           |           |                         |                              | <b>115,230.16</b> |           |            |
| <b>Subtotal for Fund 201 Motor Vehicle Highway (MVH)</b> |                              |             |           |           |                         |                              | <b>115,230.16</b> |           |            |
| <b>Fund No. Fund Name</b>                                |                              |             |           |           |                         |                              |                   |           |            |
| <b>202 Local Road and Street (LRS)</b>                   |                              |             |           |           |                         |                              |                   |           |            |
| <b>Public Works</b>                                      |                              |             |           |           |                         |                              |                   |           |            |
| VEN001778                                                | Shelby Materials             | APP085952   | 9/29/2021 | 202013432 | LRS-SIDEWALK            | Concrete                     | 3,096.50          |           |            |
| VEN000921                                                | Huston Electric              | APP085956   | 9/29/2021 | 202013349 | LRS-SERVICES            | US31 and 156th               | 1,079.52          |           |            |
| VEN000921                                                | Huston Electric              | APP085958   | 9/29/2021 | 202013349 | LRS-SERVICES            | 31 and 169 underpass         | 487.81            |           |            |
| VEN000921                                                | Huston Electric              | APP085959   | 9/29/2021 | 202013349 | LRS-SERVICES            | 151st and 31 underpass       | 320.00            |           |            |
| VEN005917                                                | The Etica Group Inc          | APP085969   | 9/22/2021 | 202013349 | LRS-SERVICES            | Supplement 3 Cultural Resour | 2,318.34          |           |            |
| <b>Subtotal for Public Works</b>                         |                              |             |           |           |                         |                              | <b>7,302.17</b>   |           |            |
| <b>Subtotal for Fund 202 Local Road and Street (LRS)</b> |                              |             |           |           |                         |                              | <b>7,302.17</b>   |           |            |
| <b>Fund No. Fund Name</b>                                |                              |             |           |           |                         |                              |                   |           |            |
| <b>203 Fire Operating</b>                                |                              |             |           |           |                         |                              |                   |           |            |
| <b>Fire</b>                                              |                              |             |           |           |                         |                              |                   |           |            |
| VEN009231                                                | CenterPoint Energy           | APP085816   | 9/23/2021 | 203012328 | FIRE-GAS/HEAT           | Sta 82                       | 60.20             | 71441     | 9/28/2021  |
| VEN005845                                                | Kinetrex Energy              | APP085822   | 9/23/2021 | 203012328 | FIRE-GAS/HEAT           | Gas                          | 416.34            | 71469     | 9/28/2021  |
| VEN005845                                                | Kinetrex Energy              | APP085822   | 9/23/2021 | 203012328 | FIRE-GAS/HEAT           | Gas                          | 77.18             | 71469     | 9/28/2021  |
| VEN005845                                                | Kinetrex Energy              | APP085822   | 9/23/2021 | 203012328 | FIRE-GAS/HEAT           | Gas                          | 36.77             | 71469     | 9/28/2021  |
| VEN000534                                                | Delta Dental                 | APP085923   | 9/29/2021 | 203012119 | FIRE-HEALTH/DENTAL      | Oct Dental ins               | 4,158.03          | 71486     | 9/29/2021  |
| VEN001676                                                | Riverview Hospital           | APP085937   | 9/29/2021 | 203012119 | FIRE-HEALTH/DENTAL      | Aug clinic hrs               | 5,077.34          | 71487     | 9/29/2021  |

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|---------------------------------------------|-----------------------------|-------------|-----------|-----------|--------------------------|---------------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                   |                             |             |           |           |                          |                                 |                   |           |            |
| <b>203 Fire Operating</b>                   |                             |             |           |           |                          |                                 |                   |           |            |
| <b>Fire</b>                                 |                             |             |           |           |                          |                                 |                   |           |            |
| VEN001537                                   | Payroll                     | APP085939   | 9/28/2021 | 203012111 | FIRE-SALARY              | sal                             | 227,317.23        | 500000711 | 9/28/2021  |
| VEN001537                                   | Payroll                     | APP085939   | 9/28/2021 | 203012111 | FIRE-SALARY              | ltd plan                        | 2,596.77          | 500000711 | 9/28/2021  |
| VEN001537                                   | Payroll                     | APP085939   | 9/28/2021 | 203012120 | FIRE-FICA AND MEDICARE   | fica                            | 13,461.32         | 500000711 | 9/28/2021  |
| VEN001537                                   | Payroll                     | APP085939   | 9/28/2021 | 203012120 | FIRE-FICA AND MEDICARE   | med                             | 3,148.28          | 500000711 | 9/28/2021  |
| VEN001537                                   | Payroll                     | APP085939   | 9/28/2021 | 203012121 | FIRE-PERF                | perf                            | 36,508.81         | 500000711 | 9/28/2021  |
| VEN005651                                   | ISFSI                       | APP085945   | 9/29/2021 | 203012334 | FIRE-TRAVEL/TRAINING/SE  | Fire Officer class - 3 people   | 2,085.00          | 71485     | 9/29/2021  |
| VEN000266                                   | Bound Tree Medical          | APP085976   | 9/29/2021 | 203012224 | FIRE-OPERATING SUPPLIES  | EMS Supplies                    | 1,988.02          |           |            |
| VEN005980                                   | Fire Services Inc           | APP085977   | 9/29/2021 | 203012360 | FIRE-VEHICLE MAINT       | Engine 82 and Ladder 81         | 717.56            |           |            |
| VEN000065                                   | Airgas Mid America          | APP085978   | 9/29/2021 | 203012224 | FIRE-OPERATING SUPPLIES  | Oxygen - 81 and 82              | 72.26             |           |            |
| VEN000345                                   | Cave and Company Printing   | APP085979   | 9/29/2021 | 203012337 | FIRE-PRINTING            | printing                        | 174.47            |           |            |
| VEN009725                                   | Amy Kennedy-Bang            | APP085980   | 9/29/2021 | 203012349 | FIRE-SERVICES            | patient refund                  | 20.28             |           |            |
| VEN009728                                   | Fire Dex GW LLC             | APP085981   | 9/29/2021 | 203012229 | FIRE-UNIFORMS            | detergent for turnout gear unif | 182.53            |           |            |
| VEN009729                                   | Mark Fuller                 | APP085982   | 9/29/2021 | 203012229 | FIRE-UNIFORMS            | shoe reimbursement              | 53.49             |           |            |
| VEN008029                                   | Liberty Mutual Insurance    | APP086018   | 10/1/2021 | 203012339 | FIRE-INSURANCE           | Installment 10                  | 4,458.56          | 71490     | 10/1/2021  |
| VEN008075                                   | Anthem Bank                 | APP086048   | 9/30/2021 | 203012119 | FIRE-HEALTH/DENTAL       | Oct Medical                     | 80,098.57         | 500000713 | 9/30/2021  |
| VEN000266                                   | Bound Tree Medical          | APP086077   | 10/4/2021 | 203012224 | FIRE-OPERATING SUPPLIES  | EMS Supplies                    | 189.90            |           |            |
| VEN007356                                   | Ascension St Vincent        | APP086078   | 10/4/2021 | 203012354 | FIRE-MEDICAL EXAMS/TEST  | testing                         | 720.04            |           |            |
| VEN005584                                   | The Accumed Group           | APP086079   | 10/4/2021 | 203012349 | FIRE-SERVICES            | Billing Service Fee             | 3,204.73          |           |            |
| VEN008989                                   | Don Anderson                | APP086081   | 10/4/2021 | 203012229 | FIRE-UNIFORMS            | boots - reimbursment            | 150.00            |           |            |
| VEN000513                                   | DavisVision                 | APP086170   | 9/30/2021 | 203012119 | FIRE-HEALTH/DENTAL       | Oct Ins                         | 827.12            | 71492     | 9/30/2021  |
| VEN002336                                   | Citizens Westfield          | APP086190   | 10/5/2021 | 203012342 | FIRE-WATER/SEWER         | Sta 82                          | 213.85            |           |            |
| VEN006285                                   | Ceres Solutions Cooperative | APP086192   | 10/5/2021 | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | Station 81                      | 1,374.02          |           |            |
| VEN001417                                   | Napa Auto Parts             | APP086194   | 10/5/2021 | 203012360 | FIRE-VEHICLE MAINT       | supplies for vehicle maint.     | 199.41            |           |            |
| VEN002326                                   | OREILLY AUTO                | APP086195   | 10/5/2021 | 203012360 | FIRE-VEHICLE MAINT       | supplies for vehicle repair     | 1,176.40          |           |            |
| VEN008762                                   | Henry Schein Inc            | APP086196   | 10/5/2021 | 203012224 | FIRE-OPERATING SUPPLIES  | EMS Supplies                    | 491.80            |           |            |
| VEN005403                                   | BrightView Landscapes LLC   | APP086212   | 10/5/2021 | 203012343 | FIRE-BUILDING MAINTENAN  | Sta 82 Turf App                 | 131.25            |           |            |
| VEN005403                                   | BrightView Landscapes LLC   | APP086212   | 10/5/2021 | 203012343 | FIRE-BUILDING MAINTENAN  | Sta 81 Turf App PSB             | 284.38            |           |            |
| <b>Subtotal for Fire</b>                    |                             |             |           |           |                          |                                 | <b>391,671.91</b> |           |            |
| <b>Subtotal for Fund 203 Fire Operating</b> |                             |             |           |           |                          |                                 | <b>391,671.91</b> |           |            |

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|-----------------------------------------------------------------|----------------------------------------------|-------------|-----------|-----------|-------------------------|----------------------------------|------------|-----------|------------|
| Fund No. Fund Name                                              |                                              |             |           |           |                         |                                  |            |           |            |
| 206                                                             | Parks Programming/Events                     |             |           |           |                         |                                  |            |           |            |
|                                                                 | Parks                                        |             |           |           |                         |                                  |            |           |            |
| VEN000345                                                       | Cave and Company Printing                    | APP086198   | 10/5/2021 | 206005347 | PARKS PROGRAM-PROMOT    | Barktoberfest rack cards         | 25.72      |           |            |
|                                                                 | Subtotal for Parks                           |             |           |           |                         |                                  | 25.72      |           |            |
| Subtotal for Fund 206 Parks Programming/Events                  |                                              |             |           |           |                         |                                  | 25.72      |           |            |
| Fund No. Fund Name                                              |                                              |             |           |           |                         |                                  |            |           |            |
| 239                                                             | Law Enforcement                              |             |           |           |                         |                                  |            |           |            |
|                                                                 | Police                                       |             |           |           |                         |                                  |            |           |            |
| VEN001225                                                       | Law Enforcement Training Board               | APP086163   | 10/4/2021 | 239002334 | LAW ENFORCE-TRAVEL/TR   | Instructor Recertification-J. C  | 50.00      |           |            |
| VEN001225                                                       | Law Enforcement Training Board               | APP086163   | 10/4/2021 | 239002334 | LAW ENFORCE-TRAVEL/TR   | Instructor Recertification-M. Si | 50.00      |           |            |
| VEN000107                                                       | American Working Dogs                        | APP086164   | 10/4/2021 | 239002334 | LAW ENFORCE-TRAVEL/TR   | K9 Recertification-Abney         | 975.00     |           |            |
|                                                                 | Subtotal for Police                          |             |           |           |                         |                                  | 1,075.00   |           |            |
| Subtotal for Fund 239 Law Enforcement                           |                                              |             |           |           |                         |                                  | 1,075.00   |           |            |
| Fund No. Fund Name                                              |                                              |             |           |           |                         |                                  |            |           |            |
| 264                                                             | Road and Street Improvement (Road Impact)    |             |           |           |                         |                                  |            |           |            |
|                                                                 | Public Works                                 |             |           |           |                         |                                  |            |           |            |
| VEN000103                                                       | American Structurepoint Inc                  | APP085970   | 9/22/2021 | 264013349 | ROAD IMPACT-SERVICES    | SR 32 Reconstruction Prelimi     | 165,852.00 |           |            |
| VEN000103                                                       | American Structurepoint Inc                  | APP085971   | 9/22/2021 | 264013349 | ROAD IMPACT-SERVICES    | Jersey Street Extension Preli    | 12,292.50  |           |            |
|                                                                 | Subtotal for Public Works                    |             |           |           |                         |                                  | 178,144.50 |           |            |
| Subtotal for Fund 264 Road and Street Improvement (Road Impact) |                                              |             |           |           |                         |                                  | 178,144.50 |           |            |
| Fund No. Fund Name                                              |                                              |             |           |           |                         |                                  |            |           |            |
| 269                                                             | Training Facility Center                     |             |           |           |                         |                                  |            |           |            |
|                                                                 | Public Safety (Police and Fire)              |             |           |           |                         |                                  |            |           |            |
| VEN009231                                                       | CenterPoint Energy                           | APP085815   | 9/23/2021 | 269014328 | TRAINING FAC-HEAT/GAS   | Training Facility                | 17.00      | 71441     | 9/28/2021  |
| VEN000434                                                       | Comcast Cable                                | APP085819   | 9/23/2021 | 269014350 | TRAINING FAC-SUBSCRIPTI | Training Facility                | 294.64     | 71447     | 9/28/2021  |
| VEN000405                                                       | Citizens Energy Group                        | APP085820   | 9/23/2021 | 269014342 | TRAINING FAC-WATER/SE   | Training Facility                | 50.00      | 71443     | 9/28/2021  |
| VEN002622                                                       | Fire Department Training Network             | APP086052   | 10/4/2021 | 269014334 | TRAINING FAC-TRAVEL/TRA | Inward-swinging FE Plates        | 650.00     | 71491     | 10/4/2021  |
| VEN007763                                                       | Jeff's Lawn Care                             | APP086080   | 10/4/2021 | 269014343 | TRAINING FAC-BUILDING M | September                        | 465.00     |           |            |
| VEN008285                                                       | EnvelopIQ LLC                                | APP086084   | 10/4/2021 | 269014343 | TRAINING FAC-BUILDING M | Security access contro panels    | 4,217.43   |           |            |
| VEN002191                                                       | City of Noblesville Utilities                | APP086188   | 10/5/2021 | 269014342 | TRAINING FAC-WATER/SE   | Training Facility                | 20.36      |           |            |
|                                                                 | Subtotal for Public Safety (Police and Fire) |             |           |           |                         |                                  | 5,714.43   |           |            |
| Subtotal for Fund 269 Training Facility Center                  |                                              |             |           |           |                         |                                  | 5,714.43   |           |            |

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|-------------------------------------------------------|---------------------------------|-------------|-----------|-----------|-----------------------|-----------------------|-----------|-----------|------------|
| Fund No. Fund Name                                    |                                 |             |           |           |                       |                       |           |           |            |
| 350                                                   | GO Bond 2020                    |             |           |           |                       |                       |           |           |            |
| Police                                                |                                 |             |           |           |                       |                       |           |           |            |
| VEN000094                                             | American Eagle Equipment        | APP086160   | 10/4/2021 | 350002472 | GO BOND 2020 PD EQUIP | New Vehicle Equipment | 2,572.61  |           |            |
| Subtotal for Police                                   |                                 |             |           |           |                       |                       | 2,572.61  |           |            |
| Subtotal for Fund 350 GO Bond 2020                    |                                 |             |           |           |                       |                       | 2,572.61  |           |            |
| Fund No. Fund Name                                    |                                 |             |           |           |                       |                       |           |           |            |
| 361                                                   | Grand Junction Ban Construction |             |           |           |                       |                       |           |           |            |
| Public Works                                          |                                 |             |           |           |                       |                       |           |           |            |
| VEN002234                                             | Land Collective LLC             | APP085968   | 9/29/2021 | 361013349 | GRAND JUN BAN CONST-C | GJP                   | 32,549.52 |           |            |
| Subtotal for Public Works                             |                                 |             |           |           |                       |                       | 32,549.52 |           |            |
| Subtotal for Fund 361 Grand Junction Ban Construction |                                 |             |           |           |                       |                       | 32,549.52 |           |            |
| Fund No. Fund Name                                    |                                 |             |           |           |                       |                       |           |           |            |
| 640                                                   | Sports Campus Operating         |             |           |           |                       |                       |           |           |            |
| Grand Park                                            |                                 |             |           |           |                       |                       |           |           |            |
| VEN000534                                             | Delta Dental                    | APP085925   | 9/29/2021 | 640015119 | SPORTS CAMPUS-HEALTH/ | Oct Dental ins        | 209.52    | 3630      | 9/29/2021  |
| VEN001676                                             | Riverview Hospital              | APP085935   | 9/29/2021 | 640015119 | SPORTS CAMPUS-HEALTH/ | Aug clinic hrs        | 244.72    | 3631      | 9/29/2021  |
| VEN001537                                             | Payroll                         | APP085941   | 9/28/2021 | 640015111 | SPORTS CAMPUS-SALARY  | sal                   | 17,801.14 | 100000174 | 9/28/2021  |
| VEN001537                                             | Payroll                         | APP085941   | 9/28/2021 | 640015120 | SPORTS CAMPUS-FICA/ME | fica                  | 1,085.43  | 100000174 | 9/28/2021  |
| VEN001537                                             | Payroll                         | APP085941   | 9/28/2021 | 640015120 | SPORTS CAMPUS-FICA/ME | med                   | 253.84    | 100000174 | 9/28/2021  |
| VEN001537                                             | Payroll                         | APP085941   | 9/28/2021 | 640015121 | SPORTS CAMPUS-PERF    | perf                  | 1,681.23  | 100000174 | 9/28/2021  |
| VEN008029                                             | Liberty Mutual Insurance        | APP086019   | 10/1/2021 | 640015339 | SPORTS CAMPUS-INSURAN | Installment 10        | 682.79    | 3632      | 10/1/2021  |
| VEN008029                                             | Liberty Mutual Insurance        | APP086019   | 10/1/2021 | 640015339 | SPORTS CAMPUS-INSURAN | Installment 10        | 834.53    | 3632      | 10/1/2021  |
| VEN008075                                             | Anthem Bank                     | APP086051   | 9/30/2021 | 640015119 | SPORTS CAMPUS-HEALTH/ | Oct Medical           | 4,000.60  | 100000175 | 9/30/2021  |
| VEN003729                                             | Metronet                        | APP086065   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI | Field                 | 59.61     |           |            |
| VEN003729                                             | Metronet                        | APP086065   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI | Diam                  | 59.61     |           |            |
| VEN009229                                             | Sports Field Maintenance LLC    | APP086068   | 10/4/2021 | 640015349 | SPORTS CAMPUS-SERVICE | Diamond Maint         | 39,450.00 |           |            |
| VEN008277                                             | C2 Media                        | APP086069   | 10/4/2021 | 640015337 | SPORTS CAMPUS-PRINTIN | Field Maps            | 145.40    |           |            |
| VEN001637                                             | Ray's Trash Service             | APP086070   | 10/4/2021 | 640015349 | SPORTS CAMPUS-SERVICE | Trash                 | 1,158.15  |           |            |
| VEN000051                                             | Advanced Turf Solutions         | APP086072   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI | Red Cone Nozzle       | 31.50     |           |            |
| VEN001637                                             | Ray's Trash Service             | APP086088   | 10/4/2021 | 640015349 | SPORTS CAMPUS-SERVICE | Trash                 | 977.60    |           |            |
| VEN009260                                             | Scheib OHara Scheib LLC         | APP086090   | 10/4/2021 | 640015347 | SPORTS CAMPUS-PROMOTI | GP Football           | 5,000.00  |           |            |
| VEN004873                                             | Siteone Landscape Supply        | APP086092   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI | Fertilizer            | 3,848.23  |           |            |

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| <b>Fund No. Fund Name</b>            |                                |             |           |           |                        |                             |                   |           |            |
| 640                                  | Sports Campus Operating        |             |           |           |                        |                             |                   |           |            |
| <b>Grand Park</b>                    |                                |             |           |           |                        |                             |                   |           |            |
| VEN004873                            | Siteone Landscape Supply       | APP086092   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Fertilizer                  | 4,607.84          |           |            |
| VEN004873                            | Siteone Landscape Supply       | APP086092   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Turf marking paint          | 181.19            |           |            |
| VEN000733                            | Freije Engineered Solutions Co | APP086093   | 10/4/2021 | 640015343 | SPORTS CAMPUS-BLDG MA  | HVAC system repair          | 395.00            |           |            |
| VEN000733                            | Freije Engineered Solutions Co | APP086094   | 10/4/2021 | 640015343 | SPORTS CAMPUS-BLDG MA  | Urinal repair               | 129.00            |           |            |
| VEN000733                            | Freije Engineered Solutions Co | APP086095   | 10/4/2021 | 640015343 | SPORTS CAMPUS-BLDG MA  | HVAC repair                 | 563.00            |           |            |
| VEN000733                            | Freije Engineered Solutions Co | APP086095   | 10/4/2021 | 640015343 | SPORTS CAMPUS-BLDG MA  | HVAC repair                 | 750.50            |           |            |
| VEN007889                            | Muscatatuck Water and Electric | APP086096   | 10/4/2021 | 640015349 | SPORTS CAMPUS-SERVICE  | PM Inspection               | 1,000.00          |           |            |
| VEN008853                            | Qualtrics LLC                  | APP086097   | 10/4/2021 | 640015389 | SPORTS CAMPUS-APP/LICE | CoreXM                      | 375.00            |           |            |
| VEN008525                            | Rickie Taylor                  | APP086098   | 10/4/2021 | 640015345 | SPORTS CAMPUS-EQUIP R  | Equipment repair            | 590.00            |           |            |
| VEN006285                            | Ceres Solutions Cooperative    | APP086099   | 10/4/2021 | 640015226 | SPORTS CAMPUS-GAS      | Fuel                        | 530.94            |           |            |
| VEN002266                            | Kwik Goal Ltd                  | APP086101   | 10/4/2021 | 640015472 | SPORTS CAMPUS-EQUIPME  | Bulk Obst Course Mrkr       | 929.22            |           |            |
| VEN008257                            | Ferguson Facilities Supply     | APP086104   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Restroom supplies           | 920.23            |           |            |
| VEN002259                            | Central Indiana Hardware       | APP086105   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Key blank                   | 40.32             |           |            |
| VEN006285                            | Ceres Solutions Cooperative    | APP086106   | 10/4/2021 | 640015226 | SPORTS CAMPUS-GAS      | Fuel                        | 468.50            |           |            |
| VEN006898                            | Supply Warehouse Inc           | APP086108   | 10/4/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Restroom supplies           | 397.94            |           |            |
| VEN002228                            | Indiana Sports Properties      | APP086109   | 10/4/2021 | 640015349 | SPORTS CAMPUS-SERVICE  | Aug commission              | 10,771.16         |           |            |
| VEN002228                            | Indiana Sports Properties      | APP086109   | 10/4/2021 | 640015349 | SPORTS CAMPUS-SERVICE  | IFJ Spring Rec              | 2,101.45          |           |            |
| VEN007678                            | InProduction Inc               | APP086110   | 10/4/2021 | 640015349 | SPORTS CAMPUS-SERVICE  | Addl Bleacher Training Camp | 8,270.00          |           |            |
| VEN000513                            | DavisVision                    | APP086172   | 9/30/2021 | 640015119 | SPORTS CAMPUS-HEALTH/  | Oct Ins                     | 48.14             | 3633      | 9/30/2021  |
| VEN000905                            | Hoosier Portable Restroom      | APP086206   | 10/5/2021 | 640015349 | SPORTS CAMPUS-SERVICE  | Portable restroom           | 2,640.00          |           |            |
| VEN001716                            | Runyon Equipment Rental        | APP086208   | 10/5/2021 | 640015472 | SPORTS CAMPUS-EQUIPME  | Tractor Drawbar             | 1,100.00          |           |            |
| VEN004873                            | Siteone Landscape Supply       | APP086209   | 10/5/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Fertilizer                  | 2,328.92          |           |            |
| VEN004873                            | Siteone Landscape Supply       | APP086209   | 10/5/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Insecticide                 | 2,025.39          |           |            |
| VEN003382                            | McGavic Outdoor Power          | APP086210   | 10/5/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | Deck Belt                   | 160.63            |           |            |
| VEN003382                            | McGavic Outdoor Power          | APP086210   | 10/5/2021 | 640015224 | SPORTS CAMPUS-OPERATI  | HP orange gal mix           | 21.49             |           |            |
| <b>Subtotal for Grand Park</b>       |                                |             |           |           |                        |                             | <b>118,869.76</b> |           |            |
| <b>Sport Campus Indoor Event Ctr</b> |                                |             |           |           |                        |                             |                   |           |            |
| VEN005845                            | Kinetrex Energy                | APP085821   | 9/23/2021 | 640023328 | GP INDOOR-NATURAL GAS  | Gas                         | 5.07              | 3621      | 9/28/2021  |
| VEN000534                            | Delta Dental                   | APP085925   | 9/29/2021 | 640023119 | GP INDOOR-HEALTH/DENT  | Oct Dental ins              | 41.72             | 3630      | 9/29/2021  |
| VEN001676                            | Riverview Hospital             | APP085935   | 9/29/2021 | 640023119 | GP INDOOR-HEALTH/DENT  | Aug clinic hrs              | 102.73            | 3631      | 9/29/2021  |
| VEN001537                            | Payroll                        | APP085941   | 9/28/2021 | 640023111 | GP INDOOR-SALARY       | sal                         | 12,289.30         | 100000174 | 9/28/2021  |
| VEN001537                            | Payroll                        | APP085941   | 9/28/2021 | 640023120 | GP INDOOR-FICA/MEDICAR | fica                        | 755.05            | 100000174 | 9/28/2021  |

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|------------------------------------------------------|------------------------------|-------------|-----------|-----------|------------------------|-----------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                            |                              |             |           |           |                        |                             |                   |           |            |
| <b>640 Sports Campus Operating</b>                   |                              |             |           |           |                        |                             |                   |           |            |
| <b>Sport Campus Indoor Event Ctr</b>                 |                              |             |           |           |                        |                             |                   |           |            |
| VEN001537                                            | Payroll                      | APP085941   | 9/28/2021 | 640023120 | GP INDOOR-FICA/MEDICAR | med                         | 176.59            | 100000174 | 9/28/2021  |
| VEN001537                                            | Payroll                      | APP085941   | 9/28/2021 | 640023121 | GP INDOOR-PERF         | perf                        | 1,223.80          | 100000174 | 9/28/2021  |
| VEN008029                                            | Liberty Mutual Insurance     | APP086019   | 10/1/2021 | 640023339 | GP INDOOR-INSURANCE    | Installment 10              | 1,517.31          | 3632      | 10/1/2021  |
| VEN008075                                            | Anthem Bank                  | APP086051   | 9/30/2021 | 640023119 | GP INDOOR-HEALTH/DENT  | Oct Medical                 | 1,669.55          | 100000175 | 9/30/2021  |
| VEN005826                                            | LST Venues LLC               | APP086062   | 10/4/2021 | 640023331 | GP INDOOR-CONSULTING   | November services           | 19,750.00         |           |            |
| VEN009608                                            | A Coy Protection LLC         | APP086067   | 10/4/2021 | 640023349 | GP INDOOR-SERVICES     | Cleaning Services           | 1,155.00          |           |            |
| VEN001637                                            | Ray's Trash Service          | APP086071   | 10/4/2021 | 640023349 | GP INDOOR-SERVICES     | GPEC                        | 750.00            |           |            |
| VEN001637                                            | Ray's Trash Service          | APP086071   | 10/4/2021 | 640023349 | GP INDOOR-SERVICES     | GPEC                        | 644.40            |           |            |
| VEN006360                                            | Stephen M Bernard            | APP086082   | 10/4/2021 | 640023349 | GP INDOOR-SERVICES     | Staff pictures              | 225.00            |           |            |
| VEN009608                                            | A Coy Protection LLC         | APP086085   | 10/4/2021 | 640023349 | GP INDOOR-SERVICES     | Cleaning                    | 1,602.00          |           |            |
| VEN001637                                            | Ray's Trash Service          | APP086089   | 10/4/2021 | 640023349 | GP INDOOR-SERVICES     | Trash                       | 1,813.05          |           |            |
| VEN002958                                            | Indiana Soccer Asso          | APP086100   | 10/4/2021 | 640023349 | GP INDOOR-SERVICES     | June ISAODP field commissio | 735.00            |           |            |
| VEN000301                                            | Buckeye Power Sales Co       | APP086102   | 10/4/2021 | 640023343 | GP INDOOR-BLDG MAINT   | GPEC Minor service generato | 235.00            |           |            |
| VEN008257                                            | Ferguson Facilities Supply   | APP086104   | 10/4/2021 | 640023224 | GP INDOOR-OPERATING SU | Restroom supplies           | 137.37            |           |            |
| VEN001464                                            | Northside Garage Door System | APP086107   | 10/4/2021 | 640023343 | GP INDOOR-BLDG MAINT   | Cable repair                | 53.00             |           |            |
| VEN006898                                            | Supply Warehouse Inc         | APP086108   | 10/4/2021 | 640023224 | GP INDOOR-OPERATING SU | Restroom supplies           | 1,086.95          |           |            |
| VEN000513                                            | DavisVision                  | APP086172   | 9/30/2021 | 640023119 | GP INDOOR-HEALTH/DENT  | Oct Ins                     | 18.47             | 3633      | 9/30/2021  |
| VEN001277                                            | Macallister Machinery Co     | APP086204   | 10/5/2021 | 640023472 | GP INDOOR-EQUIPMENT    | Floor Scrubber              | 337.50            |           |            |
| VEN006390                                            | Ecolab Pest                  | APP086205   | 10/5/2021 | 640023349 | GP INDOOR-SERVICES     | Pest control                | 423.14            |           |            |
| <b>Subtotal for Sport Campus Indoor Event Ctr</b>    |                              |             |           |           |                        |                             | <b>46,747.00</b>  |           |            |
| <b>Subtotal for Fund 640 Sports Campus Operating</b> |                              |             |           |           |                        |                             | <b>165,616.76</b> |           |            |

**Fund No. Fund Name**

**701 Payroll**

**Clerk Treasurer**

|           |                          |           |           |           |                        |                             |           |           |           |
|-----------|--------------------------|-----------|-----------|-----------|------------------------|-----------------------------|-----------|-----------|-----------|
| VEN001390 | MISDU                    | APP085903 | 9/28/2021 | 701008140 | PAYROLL-SUPPORT WITHH  | Child Support               | 844.14    | 17772     | 9/28/2021 |
| VEN000163 | Aul Retirement           | APP085904 | 9/28/2021 | 701008931 | PAYROLL-401A MATCHING- | Contributions and loan pmts | 28,087.54 | 700001116 | 9/28/2021 |
| VEN000920 | Huntington National Bank | APP085905 | 9/28/2021 | 701008131 | PAYROLL-EMPLOYER'S FIC | FICA                        | 40,107.08 | 700001117 | 9/28/2021 |
| VEN000920 | Huntington National Bank | APP085905 | 9/28/2021 | 701008132 | PAYROLL-EMPLOYER'S ME  | Medicare                    | 9,379.88  | 700001117 | 9/28/2021 |
| VEN000920 | Huntington National Bank | APP085905 | 9/28/2021 | 701008921 | PAYROLL-FEDERAL WITHH  | Federal                     | 61,428.01 | 700001117 | 9/28/2021 |
| VEN000920 | Huntington National Bank | APP085905 | 9/28/2021 | 701008922 | PAYROLL-EMPLOYEE FICA  | FICA                        | 40,107.06 | 700001117 | 9/28/2021 |
| VEN000920 | Huntington National Bank | APP085905 | 9/28/2021 | 701008922 | PAYROLL-EMPLOYEE FICA  | Medicare                    | 9,379.95  | 700001117 | 9/28/2021 |

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|---------------------|--------------------------------------|-------------|-----------|-----------|------------------------|-----------------------------|-------------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                     |             |           |           |                        |                             |                   |           |            |
| <b>701</b>          | <b>Payroll</b>                       |             |           |           |                        |                             |                   |           |            |
|                     | <b>Clerk Treasurer</b>               |             |           |           |                        |                             |                   |           |            |
| VEN000959           | Indiana Dept Of Revenue              | APP085906   | 9/28/2021 | 701008923 | PAYROLL-STATE WITHHOL  | State                       | 19,983.15         | 700001119 | 9/28/2021  |
| VEN000959           | Indiana Dept Of Revenue              | APP085906   | 9/28/2021 | 701008923 | PAYROLL-STATE WITHHOL  | COIT                        | 7,935.02          | 700001119 | 9/28/2021  |
| VEN002177           | Indiana Members Credit Union         | APP085907   | 9/28/2021 | 701008930 | PAYROLL-INS. DED       | HSA return                  | 125.00            | 17770     | 9/28/2021  |
| VEN002177           | Indiana Members Credit Union         | APP085908   | 9/28/2021 | 701008930 | PAYROLL-INS. DED       | Employer HSA                | 375.00            | 17771     | 9/28/2021  |
| VEN007701           | DiMartino Associates                 | APP085909   | 9/28/2021 | 701008930 | PAYROLL-INS. DED       | Fire LTD                    | 2,596.77          | 17769     | 9/28/2021  |
| VEN000534           | Delta Dental                         | APP085926   | 9/29/2021 | 701008930 | PAYROLL-INS. DED       | Oct Dental Ins              | 4,704.17          | 17775     | 9/29/2021  |
| VEN004836           | Nationwide Retirement Solutions      | APP085927   | 9/29/2021 | 701008931 | PAYROLL-401A MATCHING- | Contributions and loan pmts | 3,768.59          | 17777     | 9/29/2021  |
| VEN005722           | Aflac Premium Holding                | APP085928   | 9/29/2021 | 701008930 | PAYROLL-INS. DED       | Sept Ins                    | 2,846.45          | 17774     | 9/29/2021  |
| VEN000058           | AFLAC                                | APP085929   | 9/29/2021 | 701008930 | PAYROLL-INS. DED       | Oct Ins                     | 5,218.48          | 17773     | 9/29/2021  |
| VEN005722           | Aflac Premium Holding                | APP085930   | 9/29/2021 | 701008930 | PAYROLL-INS. DED       | Oct ins                     | 4,141.63          | 17774     | 9/29/2021  |
| VEN000703           | Fire Fighters Credit Union           | APP085931   | 9/29/2021 | 701008141 | PAYROLL-UNION DUES     | Union Dues WFD              | 76.00             | 17776     | 9/29/2021  |
| VEN000703           | Fire Fighters Credit Union           | APP085932   | 9/29/2021 | 701008141 | PAYROLL-UNION DUES     | Union dues 4416             | 2,917.57          | 17776     | 9/29/2021  |
| VEN001864           | Supporting Heroes                    | APP085933   | 9/29/2021 | 701008991 | PAYROLL-MISC           | Supporting Heroes           | 83.92             | 17778     | 9/29/2021  |
| VEN000948           | IN Family and Social Services        | APP085934   | 9/29/2021 | 701008140 | PAYROLL-SUPPORT WITHH  | Child Support               | 2,780.24          | 700001118 | 9/29/2021  |
| VEN001537           | Payroll                              | APP085938   | 9/28/2021 | 701008110 | PAYROLL-NET SALARIES   | net sal                     | 467,932.60        | 100001120 | 9/28/2021  |
| VEN001550           | PERF                                 | APP086046   | 9/30/2021 | 701008133 | PAYROLL-PERF           | Civilian PERF               | 43,181.68         | 900001123 | 9/30/2021  |
| VEN000008           | 77 Police and Fire Fund              | APP086047   | 9/30/2021 | 701008133 | PAYROLL-PERF           | Non Civilian PERF           | 71,346.90         | 700001121 | 9/30/2021  |
| VEN008075           | Anthem Bank                          | APP086049   | 9/30/2021 | 701008930 | PAYROLL-INS. DED       | Oct Medical                 | 15,115.97         | 900001122 | 9/30/2021  |
| VEN000513           | DavisVision                          | APP086171   | 9/30/2021 | 701008930 | PAYROLL-INS. DED       | Oct Ins                     | 82.82             | 17779     | 9/30/2021  |
|                     | <b>Subtotal for Clerk Treasurer</b>  |             |           |           |                        |                             | <b>844,545.62</b> |           |            |
|                     | <b>Subtotal for Fund 701 Payroll</b> |             |           |           |                        |                             | <b>844,545.62</b> |           |            |

| Fund No.  | Fund Name                                                                                                                               |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 805       | Anthem Bank                                                                                                                             |
|           | Clerk Treasurer                                                                                                                         |
| VEN008076 | Anthem Group Health Plan APP085852 9/27/2021 805008119 ANTHEM BANK GROUP HEA Coverage period Sept 16 thru 17,293.09 800000195 9/28/2021 |
| VEN008076 | Anthem Group Health Plan APP086013 10/1/2021 805008119 ANTHEM BANK GROUP HEA Coverage period Sept 23 thru 52,431.69 800000196 10/5/2021 |
|           | Subtotal for Clerk Treasurer 69,724.78                                                                                                  |
|           | Subtotal for Fund 805 Anthem Bank 69,724.78                                                                                             |

| Fund No. | Fund Name  |
|----------|------------|
| 900      | Stormwater |

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| Buy-From Vendor No.       | Buy-From Vendor Name        | Invoice No. | Date      | G/L Acct. | G/L Account Name    | Description    | Amount    | Check No. | Check Date |
|---------------------------|-----------------------------|-------------|-----------|-----------|---------------------|----------------|-----------|-----------|------------|
| <b>Fund No. Fund Name</b> |                             |             |           |           |                     |                |           |           |            |
| 900                       | Stormwater                  |             |           |           |                     |                |           |           |            |
|                           | Stormwater                  |             |           |           |                     |                |           |           |            |
| VEN000534                 | Delta Dental                | APP085924   | 9/29/2021 | 900016119 | STORM-HEALTH/DENTAL | Oct Dental ins | 541.62    | 41256     | 9/29/2021  |
| VEN001676                 | Riverview Hospital          | APP085936   | 9/29/2021 | 900016119 | STORM-HEALTH/DENTAL | Aug clinic hrs | 558.95    | 41257     | 9/29/2021  |
| VEN001537                 | Payroll                     | APP085940   | 9/28/2021 | 900016111 | STORM-SALARY        | sal            | 20,687.87 | 900000261 | 9/28/2021  |
| VEN001537                 | Payroll                     | APP085940   | 9/28/2021 | 900016120 | STORM-FICA/MEDICARE | fica           | 1,221.71  | 900000261 | 9/28/2021  |
| VEN001537                 | Payroll                     | APP085940   | 9/28/2021 | 900016120 | STORM-FICA/MEDICARE | med            | 285.72    | 900000261 | 9/28/2021  |
| VEN001537                 | Payroll                     | APP085940   | 9/28/2021 | 900016121 | STORM-PERF          | perf           | 2,345.49  | 900000261 | 9/28/2021  |
| VEN008075                 | Anthem Bank                 | APP086050   | 9/30/2021 | 900016119 | STORM-HEALTH/DENTAL | Oct Medical    | 9,154.83  | 900000262 | 9/30/2021  |
| VEN009730                 | David Brown                 | APP086112   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 3.66      |           |            |
| VEN009731                 | Linda Rowan                 | APP086113   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 2.85      |           |            |
| VEN009731                 | Linda Rowan                 | APP086113   | 10/4/2021 | 900016370 | STORMWATER-REFUND   | Over Payment   | 50.93     |           |            |
| VEN008613                 | Steve Warner                | APP086114   | 10/4/2021 | 900016370 | STORMWATER-REFUND   | Over Payment   | 244.78    |           |            |
| VEN009732                 | Jarrod Hill                 | APP086115   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 2.71      |           |            |
| VEN009733                 | Elizabeth Fortune           | APP086116   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 3.66      |           |            |
| VEN009734                 | Green Development Group LLC | APP086117   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 176.18    |           |            |
| VEN009735                 | Jeff Schulte                | APP086118   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 3.12      |           |            |
| VEN009736                 | Sara Bowling                | APP086119   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 2.71      |           |            |
| VEN009737                 | Noel Paul                   | APP086120   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 31.20     |           |            |
| VEN009737                 | Noel Paul                   | APP086120   | 10/4/2021 | 900016370 | STORMWATER-REFUND   | Over Payment   | 52.74     |           |            |
| VEN009738                 | Jeffrey Schooley            | APP086121   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 2.71      |           |            |
| VEN009738                 | Jeffrey Schooley            | APP086121   | 10/4/2021 | 900016370 | STORMWATER-REFUND   | Over Payment   | 5.28      |           |            |
| VEN009739                 | Debora Ibrahim              | APP086122   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 3.66      |           |            |
| VEN009740                 | Karen Schmidt               | APP086123   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 2.44      |           |            |
| VEN009741                 | Wallace Saettel             | APP086124   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 3.81      |           |            |
| VEN009742                 | Ashley Emery                | APP086125   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 3.47      |           |            |
| VEN009743                 | Adrian Jagow                | APP086126   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 10.72     |           |            |
| VEN009744                 | Ray Schneider               | APP086127   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 2.71      |           |            |
| VEN009745                 | Damon Brown                 | APP086128   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 2.44      |           |            |
| VEN009746                 | Jason Hartmann              | APP086129   | 10/4/2021 | 900016370 | STORMWATER-REFUND   | Over Payment   | 52.74     |           |            |
| VEN009747                 | Kristen Schultz             | APP086130   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 3.80      |           |            |
| VEN009748                 | Greg Bieberich              | APP086131   | 10/4/2021 | 900016370 | STORMWATER-REFUND   |                | 6.92      |           |            |
| VEN009748                 | Greg Bieberich              | APP086131   | 10/4/2021 | 900016370 | STORMWATER-REFUND   | Over Payment   | 1.38      |           |            |
| VEN009695                 | Jeff Roskey                 | APP086132   | 10/4/2021 | 900016370 | STORMWATER-REFUND   | Over Payment   | 235.70    |           |            |





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| Buy-From Vendor No.       | Buy-From Vendor Name | Invoice No. | Date      | G/L Acct. | G/L Account Name      | Description  | Amount | Check No. | Check Date |
|---------------------------|----------------------|-------------|-----------|-----------|-----------------------|--------------|--------|-----------|------------|
| <b>Fund No. Fund Name</b> |                      |             |           |           |                       |              |        |           |            |
| 950                       | Trash                |             |           |           |                       |              |        |           |            |
|                           | Trash                |             |           |           |                       |              |        |           |            |
| VEN001637                 | Ray's Trash Service  | APP086083   | 10/4/2021 | 950017850 | TRASH-TRASH BAGS CONT | Overage bags | 800.00 |           |            |
| VEN009730                 | David Brown          | APP086112   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.88   |           |            |
| VEN009730                 | David Brown          | APP086112   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 10.94  |           |            |
| VEN009731                 | Linda Rowan          | APP086113   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.68   |           |            |
| VEN009731                 | Linda Rowan          | APP086113   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 8.51   |           |            |
| VEN009732                 | Jarrold Hill         | APP086115   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.65   |           |            |
| VEN009732                 | Jarrold Hill         | APP086115   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 8.10   |           |            |
| VEN009733                 | Elizabeth Fortune    | APP086116   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.88   |           |            |
| VEN009733                 | Elizabeth Fortune    | APP086116   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 10.94  |           |            |
| VEN009735                 | Jeff Schulte         | APP086118   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.75   |           |            |
| VEN009735                 | Jeff Schulte         | APP086118   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 9.32   |           |            |
| VEN009736                 | Sara Bowling         | APP086119   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.65   |           |            |
| VEN009736                 | Sara Bowling         | APP086119   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 8.10   |           |            |
| VEN009737                 | Noel Paul            | APP086120   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 7.50   |           |            |
| VEN009737                 | Noel Paul            | APP086120   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 93.15  |           |            |
| VEN009738                 | Jeffrey Schooley     | APP086121   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.65   |           |            |
| VEN009738                 | Jeffrey Schooley     | APP086121   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 8.10   |           |            |
| VEN009739                 | Debora Ibrahim       | APP086122   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.88   |           |            |
| VEN009739                 | Debora Ibrahim       | APP086122   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 10.94  |           |            |
| VEN009740                 | Karen Schmidt        | APP086123   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.59   |           |            |
| VEN009740                 | Karen Schmidt        | APP086123   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 7.29   |           |            |
| VEN009741                 | Wallace Saettel      | APP086124   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 21.87  |           |            |
| VEN009742                 | Ashley Emery         | APP086125   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 21.06  |           |            |
| VEN009743                 | Adrian Jagow         | APP086126   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 2.58   |           |            |
| VEN009743                 | Adrian Jagow         | APP086126   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 32.00  |           |            |
| VEN009744                 | Ray Schneider        | APP086127   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.65   |           |            |
| VEN009744                 | Ray Schneider        | APP086127   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 8.10   |           |            |
| VEN009745                 | Damon Brown          | APP086128   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.59   |           |            |
| VEN009745                 | Damon Brown          | APP086128   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 7.29   |           |            |
| VEN009747                 | Kristen Schultz      | APP086130   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 0.91   |           |            |
| VEN009747                 | Kristen Schultz      | APP086130   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 11.34  |           |            |
| VEN009748                 | Greg Bieberich       | APP086131   | 10/4/2021 | 950017370 | TRASH-REFUND          |              | 1.66   |           |            |

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| Buy-From Vendor No.       | Buy-From Vendor Name | Invoice No. | Date      | G/L Acct. | G/L Account Name | Description | Amount | Check No. | Check Date |
|---------------------------|----------------------|-------------|-----------|-----------|------------------|-------------|--------|-----------|------------|
| <b>Fund No. Fund Name</b> |                      |             |           |           |                  |             |        |           |            |
| 950                       | Trash                |             |           |           |                  |             |        |           |            |
|                           | Trash                |             |           |           |                  |             |        |           |            |
| VEN009748                 | Greg Bieberich       | APP086131   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 20.65  |           |            |
| VEN009749                 | Erin Godby           | APP086134   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.91   |           |            |
| VEN009749                 | Erin Godby           | APP086134   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 11.34  |           |            |
| VEN009750                 | Firm Foundation LLC  | APP086135   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 2.48   |           |            |
| VEN009750                 | Firm Foundation LLC  | APP086135   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 30.78  |           |            |
| VEN006473                 | Matthew Fishman      | APP086136   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.68   |           |            |
| VEN006473                 | Matthew Fishman      | APP086136   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 8.51   |           |            |
| VEN009753                 | David Dills          | APP086140   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 2.58   |           |            |
| VEN009753                 | David Dills          | APP086140   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 32.00  |           |            |
| VEN009754                 | Wendy Shokes         | APP086141   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 53.65  |           |            |
| VEN009754                 | Wendy Shokes         | APP086141   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 11.34  |           |            |
| VEN009755                 | Tamara Stout         | APP086142   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.75   |           |            |
| VEN009755                 | Tamara Stout         | APP086142   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 9.32   |           |            |
| VEN009756                 | Mary Lariviere       | APP086143   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.72   |           |            |
| VEN009756                 | Mary Lariviere       | APP086143   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 8.91   |           |            |
| VEN009757                 | Marsha Wall Polley   | APP086145   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 1.92   |           |            |
| VEN009757                 | Marsha Wall Polley   | APP086145   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 23.89  |           |            |
| VEN009758                 | Christine Dolliver   | APP086146   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 2.65   |           |            |
| VEN009758                 | Christine Dolliver   | APP086146   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 32.89  |           |            |
| VEN009759                 | Amanda Heider        | APP086147   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.75   |           |            |
| VEN009759                 | Amanda Heider        | APP086147   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 9.32   |           |            |
| VEN009760                 | Allen Holcomb        | APP086148   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.88   |           |            |
| VEN009760                 | Allen Holcomb        | APP086148   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 10.94  |           |            |
| VEN009761                 | Aaron Hiles          | APP086149   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.95   |           |            |
| VEN009761                 | Aaron Hiles          | APP086149   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 11.74  |           |            |
| VEN009762                 | Luci Brooks          | APP086150   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.75   |           |            |
| VEN009762                 | Luci Brooks          | APP086150   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 9.32   |           |            |
| VEN009763                 | Josh Cowan           | APP086151   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.88   |           |            |
| VEN009763                 | Josh Cowan           | APP086151   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 10.94  |           |            |
| VEN009764                 | Megan Brown          | APP086152   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 0.85   |           |            |
| VEN009764                 | Megan Brown          | APP086152   | 10/4/2021 | 950017370 | TRASH-REFUND     |             | 10.53  |           |            |

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| Buy-From Vendor No. | Buy-From Vendor Name               | Invoice No. | Date      | G/L Acct. | G/L Account Name       | Description     | Amount              | Check No. | Check Date |
|---------------------|------------------------------------|-------------|-----------|-----------|------------------------|-----------------|---------------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                   |             |           |           |                        |                 |                     |           |            |
| <b>950</b>          | <b>Trash</b>                       |             |           |           |                        |                 |                     |           |            |
|                     | <b>Trash</b>                       |             |           |           |                        |                 |                     |           |            |
| VEN009765           | Matt Weidman                       | APP086153   | 10/4/2021 | 950017370 | TRASH-REFUND           |                 | 0.88                |           |            |
| VEN009765           | Matt Weidman                       | APP086153   | 10/4/2021 | 950017370 | TRASH-REFUND           |                 | 10.94               |           |            |
| VEN001637           | Ray's Trash Service                | APP086155   | 10/4/2021 | 950017851 | TRASH-RES QRTLY FEE CO | Sept Collection | 471,481.16          |           |            |
|                     | <b>Subtotal for Trash</b>          |             |           |           |                        |                 | <b>472,914.35</b>   |           |            |
|                     | <b>Subtotal for Fund 950 Trash</b> |             |           |           |                        |                 | <b>472,914.35</b>   |           |            |
|                     | <b>Posted Invoices Total</b>       |             |           |           |                        |                 | <b>3,097,103.38</b> |           |            |

| Vendor No.      | Vendor Name                                      | Cr. Memo No. | Date      | GL Acct.  | GL Account Name  | Description      | Amount |
|-----------------|--------------------------------------------------|--------------|-----------|-----------|------------------|------------------|--------|
| <b>Fund No.</b> | <b>Fund Name</b>                                 |              |           |           |                  |                  |        |
| 201             | Motor Vehicle Highway (MVH)                      |              |           |           |                  |                  |        |
|                 | Public Works                                     |              |           |           |                  |                  |        |
| VEN008967       | J and F Distributing Co                          | ACP002253    | 9/27/2021 | 201013345 | MVH-Equip Repair | MVH-Equip Repair | 724.83 |
|                 | Subtotal for                                     |              |           |           |                  |                  | 724.83 |
|                 | Subtotal by Fund 201 Motor Vehicle Highway (MVH) |              |           |           |                  |                  | 724.83 |
|                 | Credit Memo Total                                |              |           |           |                  |                  | 724.83 |

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|---------------------|---------------------------|----------------|--------------|-----------|-----------------------------|------------------------|----------|-----------|------------|
| Fund No. Fund Name  |                           |                |              |           |                             |                        |          |           |            |
| 101                 | General                   |                |              |           |                             |                        |          |           |            |
| Police              |                           |                |              |           |                             |                        |          |           |            |
| VEN000301           | Buckeye Power Sales Co    | GJPCARD0081012 | 10/5/2021    | 101002343 | Police-Building Maintenance | SPLIT - POLICE (12.57) | 117.50   |           |            |
| VEN000946           | IN BMV VEHICLE SER        | GJPCARD0081030 | 10/5/2021    | 101002350 | Police-Subscriptions/Dues   | VEHICLE REGISTRATION   | 15.00    |           |            |
| 471538102           | KOOP SIX CORP             | GJPCARD0081033 | 10/5/2021    | 101002347 | Police-Promotions           | FOOD FOR FAMILY OF H   | 21.69    |           |            |
| VEN001820           | SQUARE, INC.              | GJPCARD0081038 | 10/5/2021    | 101002347 | Police-Promotions           | SHIFT MEETING          | 24.09    |           |            |
| VEN006898           | Supply Warehouse Inc      | GJPCARD0081044 | 10/5/2021    | 101002224 | Police-Operating Supplies   | COFFEE, TOWELS, TOIL   | 808.43   |           |            |
| 522261790           | THOMSON REUTERS U.S. LLC  | GJPCARD0081048 | 10/5/2021    | 101002350 | Police-Subscriptions/Dues   | MONTHLY SUBSCRIPTIO    | 715.00   |           |            |
| 202936165           | AMAZON.COM, INC.          | GJPCARD0081085 | 10/5/2021    | 101002224 | Police-Operating Supplies   | HARD DRIVE DOCKING S   | 37.29    |           |            |
| 384061754           | ARLO TECHNOLOGIES, INC.   | GJPCARD0081090 | 10/5/2021    | 101002350 | Police-Subscriptions/Dues   | MONTHLY SUBSCRIPTIO    | 61.95    |           |            |
| VEN000708           | FIRST WATCH               | GJPCARD0081096 | 10/5/2021    | 101002347 | Police-Promotions           | VOLUNTEER LUNCHEON     | 104.59   |           |            |
| 473352128           | KRENOLIES                 | GJPCARD0081122 | 10/5/2021    | 101002347 | Police-Promotions           | DONUTS FOR MEETING     | 29.23    |           |            |
| 351445752           | CREW CARWASH INC          | GJPCARD0081124 | 10/5/2021    | 101002345 | Police-Equip Repair         | CAR WASH FOR POOL C    | 10.00    |           |            |
| 452823579           | SOUTHWEST PROMOTIONAL SO  | GJPCARD0081134 | 10/5/2021    | 101002347 | Police-Promotions           | CHALLENGE COINS-GEN    | 671.00   |           |            |
| 611443499           | 5.11 INC                  | GJPCARD0081135 | 10/5/2021    | 101002229 | Police-Uniforms             | DETECTIVE CLOTHING-B   | 130.00   |           |            |
| 383686016           | BRAVO COMPANY USA INC     | GJPCARD0081136 | 10/5/2021    | 101002472 | Police-Equipment            | RIFLE VERTICAL GRIP-K  | 108.75   |           |            |
| 363189198           | JOS A BANK CLOTHIERS INC  | GJPCARD0081137 | 10/5/2021    | 101002229 | Police-Uniforms             | DETECTIVE CLOTHING-    | 68.98    |           |            |
| VEN000946           | IN BMV VEHICLE SER        | GJPCARD0081177 | 10/5/2021    | 101002350 | Police-Subscriptions/Dues   | VEHICLE TITLE/REGISTR  | 15.00    |           |            |
| VEN002022           | UNITED STATES POSTAL SERV | GJPCARD0081178 | 10/5/2021    | 101002333 | Police-Postage              | CERTIFIED MAIL TO BMV  | 14.75    |           |            |
| 202936165           | AMAZON.COM, INC.          | GJPCARD0081187 | 10/5/2021    | 101002224 | Police-Operating Supplies   | BUNGEE CORDS FOR P     | 23.98    |           |            |
| 770510487           | PAYPAL                    | GJPCARD0081224 | 10/5/2021    | 101002347 | Police-Promotions           | INDIANAPOLIS VETERAN   | 845.00   |           |            |
| 611443499           | 5.11 INC                  | GJPCARD0081244 | 10/5/2021    | 101002229 | Police-Uniforms             | DETECTIVE CLOTHING -   | 195.00   |           |            |
| 133354541           | MACY S, INC.              | GJPCARD0081245 | 10/5/2021    | 101002229 | Police-Uniforms             | DETECTIVE CLOTHING -   | 412.50   |           |            |
| VEN000569           | Don Hinds Ford Inc        | GJPCARD0081270 | 10/5/2021    | 101002360 | Police-Vehicle Repair       | TURN SIGNAL MODULE     | 326.57   |           |            |
| 611443499           | 5.11 INC                  | GJPCARD0081272 | 10/5/2021    | 101002229 | Police-Uniforms             | DETECTIVE CLOTHING -   | 83.00    |           |            |
| VEN001983           | Tractor Supply Company    | GJPCARD0081277 | 10/5/2021    | 101002355 | Police-K-9 Maint            | K9 DOG FOOD            | 89.98    |           |            |
| 611443499           | 5.11 INC                  | GJPCARD0081280 | 10/5/2021    | 101002229 | Police-Uniforms             | TAC UNIFORM PANTS      | 340.00   |           |            |
| VEN008382           | Talent Auto Body          | GJPCARD0081305 | 10/5/2021    | 101002360 | Police-Vehicle Repair       | VEHICLE REPAIRS BODY   | 2,000.00 |           |            |
| 264659321           | HKPARTSNET                | GJPCARD0081307 | 10/5/2021    | 101002472 | Police-Equipment            | RIFLE SLING            | 40.94    |           |            |
| 371912806           | DETECTACHEM, INC.         | GJPCARD0081309 | 10/5/2021    | 101002224 | Police-Operating Supplies   | DRUG TEST KITS         | 46.21    |           |            |
| 020809769           | HULU, LLC                 | GJPCARD0081311 | 10/5/2021    | 101002349 | Police-Services             | MONTHLY STATEMENT      | 80.98    |           |            |
| 383686016           | BRAVO COMPANY USA INC     | GJPCARD0081313 | 10/5/2021    | 101002472 | Police-Equipment            | RIFLE VERTICAL GRIP    | 108.75   |           |            |
| VEN002022           | UNITED STATES POSTAL SERV | GJPCARD0081315 | 10/5/2021    | 101002333 | Police-Postage              | SHIPPING CERTIFIED TO  | 14.75    |           |            |
| 473175020           | CHICALL, LLC              | GJPCARD0081319 | 10/5/2021    | 101002333 | Police-Postage              | SHIPPING BADGES        | 11.01    |           |            |

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|-------------------------------------------------|-------------------------------|----------------|--------------|-----------|------------------------|------------------------|----------|-----------|------------|
| Fund No. Fund Name                              |                               |                |              |           |                        |                        |          |           |            |
| 101                                             | General                       |                |              |           |                        |                        |          |           |            |
|                                                 | Police                        |                |              |           |                        |                        |          |           |            |
| 260082911                                       | PAPER ROLL PRODUCTS           | GJPCARD0081327 | 10/5/2021    | 101002337 | Police-Printing        | E-CITATION PRINTER PA  | 469.50   |           |            |
| Subtotal for Police                             |                               |                |              |           |                        |                        | 8,041.42 |           |            |
| Economic and Community Development              |                               |                |              |           |                        |                        |          |           |            |
| 202936165                                       | AMAZON.COM, INC.              | GJPCARD0081017 | 10/5/2021    | 101003223 | ECD-Office Supplies    | AMAZON_REFUND-#113-    | -27.22   |           |            |
| 770510487                                       | PAYPAL                        | GJPCARD0081024 | 10/5/2021    | 101003338 | ECD-Legal              | HCR.PUBLIC LEGAL NOT   | 36.40    |           |            |
| 770510487                                       | PAYPAL                        | GJPCARD0081094 | 10/5/2021    | 101003338 | ECD-Legal              | HCR.PUBLIC LEGAL NOT   | 31.74    |           |            |
| VEN001030                                       | International Code Council    | GJPCARD0081171 | 10/5/2021    | 101003350 | ECD-Subscriptions/Dues | ICC RENEWAL_#1011516   | 95.00    |           |            |
| 823764316                                       | BC WORKWEAR AND BOOTS LL      | GJPCARD0081290 | 10/5/2021    | 101003347 | ECD-Promotions         | ACE OUTDOOR_APPARE     | 151.17   |           |            |
| 770510487                                       | PAYPAL                        | GJPCARD0081310 | 10/5/2021    | 101003338 | ECD-Legal              | HCR.PUBLIC LEGAL NOT   | 30.80    |           |            |
| 770510487                                       | PAYPAL                        | GJPCARD0081314 | 10/5/2021    | 101003338 | ECD-Legal              | HCR.PUBLIC LEGAL NOT   | 12.13    |           |            |
| VEN000130                                       | APA STREAMING PRODUCTS        | GJPCARD0081328 | 10/5/2021    | 101003350 | ECD-Subscriptions/Dues | APA_ANNUALDUES#2817    | 168.00   |           |            |
| Subtotal for Economic and Community Development |                               |                |              |           |                        |                        | 498.02   |           |            |
| Parks                                           |                               |                |              |           |                        |                        |          |           |            |
| VEN007922                                       | Kroger Limited Partnership    | GJPCARD0081080 | 10/5/2021    | 101005347 | Parks-Promotion        | DESSERTS SUPPLIES F    | 29.60    |           |            |
| 843871927                                       | LOS AGAVE                     | GJPCARD0081081 | 10/5/2021    | 101005347 | Parks-Promotion        | LOS AGAVES - TEAM LU   | 116.47   |           |            |
| 202936165                                       | AMAZON.COM, INC.              | GJPCARD0081082 | 10/5/2021    | 101005223 | Parks-Office Supplies  | AMAZON - DESK FOR KA   | 213.99   |           |            |
| 472533914                                       | RPM PIZZA MIDWEST LLC         | GJPCARD0081083 | 10/5/2021    | 101005347 | Parks-Promotion        | DOMINOS - LUNCH FOR    | 222.85   |           |            |
| 331066990                                       | WELCOMEMAT SERVICES INC       | GJPCARD0081092 | 10/5/2021    | 101005347 | Parks-Promotion        | WELCOMEMAT - MONTH     | 115.29   |           |            |
| 208683988                                       | TOAST INC                     | GJPCARD0081116 | 10/5/2021    | 101005347 | Parks-Promotion        | GJP MEETING WITH STE   | 61.15    |           |            |
| VEN001883                                       | Target Corporation            | GJPCARD0081166 | 10/5/2021    | 101005223 | Parks-Office Supplies  | TARGET - OFFICE SUPP   | 23.07    |           |            |
| VEN001525                                       | PATACHOU ADMINISTRATIVE S     | GJPCARD0081188 | 10/5/2021    | 101005347 | Parks-Promotion        | PARKS AND TRAILS BRE   | 22.44    |           |            |
| 161687235                                       | MEIJER GREAT LAKES LIMITE     | GJPCARD0081189 | 10/5/2021    | 101005223 | Parks-Office Supplies  | MEIJER - OFFICE SUPPLI | 13.46    |           |            |
| 208683988                                       | TOAST INC                     | GJPCARD0081190 | 10/5/2021    | 101005347 | Parks-Promotion        | UNION JACK - TEAM LUN  | 101.70   |           |            |
| 473081544                                       | RED HAB INC                   | GJPCARD0081219 | 10/5/2021    | 101005347 | Parks-Promotion        | GRAND JUNCTION PLAZ    | 56.55    |           |            |
| VEN001815                                       | Speedway Superamerica         | GJPCARD0081223 | 10/5/2021    | 101005347 | Parks-Promotion        | ICE FOR CUISINE.CONN   | 6.57     |           |            |
| VEN001883                                       | Target Corporation            | GJPCARD0081227 | 10/5/2021    | 101005223 | Parks-Office Supplies  | TARGET - COAT RACK F   | 16.05    |           |            |
| 202936165                                       | AMAZON.COM, INC.              | GJPCARD0081228 | 10/5/2021    | 101005223 | Parks-Office Supplies  | AMAZON - OFFICE SUPP   | 256.73   |           |            |
| VEN001883                                       | Target Corporation            | GJPCARD0081247 | 10/5/2021    | 101005223 | Parks-Office Supplies  | TARGET - OFFICE SUPP   | 149.06   |           |            |
| VEN002097                                       | Westfield Chamber Of Commerce | GJPCARD0081248 | 10/5/2021    | 101005347 | Parks-Promotion        | WESTFIELD CHAMBER O    | 150.00   |           |            |

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| <b>Fund No.</b>     | <b>Fund Name</b>                 |                |              |           |                              |                       |                 |           |            |
| 101                 | General                          |                |              |           |                              |                       |                 |           |            |
|                     | <b>Parks</b>                     |                |              |           |                              |                       |                 |           |            |
| 383909085           | BIBIBOP LLC                      | GJPCARD0081301 | 10/5/2021    | 101005347 | Parks-Promotion              | LUNCH MEETING WITH    | 12.33           |           |            |
|                     | <b>Subtotal for Parks</b>        |                |              |           |                              |                       | <b>1,567.31</b> |           |            |
|                     | <b>Economic Dev</b>              |                |              |           |                              |                       |                 |           |            |
| 261164708           | LAZ KARP ASSOCIATES, LLC         | GJPCARD0081323 | 10/5/2021    | 101006334 | Economic Dev-Travel/Training | PARKING FOR IEDA CON  | 20.00           |           |            |
|                     | <b>Subtotal for Economic Dev</b> |                |              |           |                              |                       | <b>20.00</b>    |           |            |
|                     | <b>Informatics</b>               |                |              |           |                              |                       |                 |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081014 | 10/5/2021    | 101007337 | IT-Printing                  | P.D. 2ND FLOOR TONER  | 846.70          |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081027 | 10/5/2021    | 101007451 | IT-Computer/Equip            | DVR SERVER MEMORY     | 95.00           |           |            |
| VEN007922           | Kroger Limited Partnership       | GJPCARD0081040 | 10/5/2021    | 101007347 | IT-Promotion                 | SODA FOR UPPERLEVEL   | 32.04           |           |            |
| 820544687           | AMAZON.COM, INC.                 | GJPCARD0081058 | 10/5/2021    | 101007451 | IT-Computer/Equip            | PATCH PANEL FOR PWS   | 50.47           |           |            |
| 820544687           | AMAZON.COM, INC.                 | GJPCARD0081059 | 10/5/2021    | 101007451 | IT-Computer/Equip            | FIREWALL CABLES       | 27.80           |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081060 | 10/5/2021    | 101007451 | IT-Computer/Equip            | FIBER MODULES         | 15.88           |           |            |
| VEN000718           | FORMSPRING LLC                   | GJPCARD0081061 | 10/5/2021    | 101007389 | IT-Software Licensing        | MONTHLY RENEWAL       | 99.00           |           |            |
| 820544687           | AMAZON.COM, INC.                 | GJPCARD0081097 | 10/5/2021    | 101007451 | IT-Computer/Equip            | FIBER MODULES         | 78.92           |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081117 | 10/5/2021    | 101007451 | IT-Computer/Equip            | REPLACEMENT PROJEC    | 1,996.00        |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081120 | 10/5/2021    | 101007451 | IT-Computer/Equip            | FIREWALL NETWORK C    | 35.88           |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081145 | 10/5/2021    | 101007451 | IT-Computer/Equip            | 5X DEVICE WALL-MOUN   | 64.95           |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081146 | 10/5/2021    | 101007332 | IT-Cellular/Pagers/Mobile    | 5X OTTERBOX DEFENDE   | 124.70          |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081147 | 10/5/2021    | 101007332 | IT-Cellular/Pagers/Mobile    | 5X OTTERBOX COUMMU    | 100.70          |           |            |
| 611648780           | ZOOM VIDEO COMMUNICATIONS        | GJPCARD0081157 | 10/5/2021    | 101007389 | IT-Software Licensing        | CITY BACKUP VIRTUAL C | 140.00          |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081194 | 10/5/2021    | 101007451 | IT-Computer/Equip            | IPHONE CHARGING ACC   | 64.87           |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081204 | 10/5/2021    | 101007223 | IT-Office Supplies           | COFFEE FOR BREAKRO    | 109.98          |           |            |
| VEN006597           | ATEC Inc                         | GJPCARD0081205 | 10/5/2021    | 101007472 | IT-Equipment                 | SECURITY CAMERAS FO   | 6,420.00        |           |            |
| 541954458           | CVENT INC                        | GJPCARD0081206 | 10/5/2021    | 101007334 | IT-Travel/Training/Seminars  | TRAINING FEE FOR AUDI | 350.00          |           |            |
| VEN006597           | ATEC Inc                         | GJPCARD0081230 | 10/5/2021    | 101007389 | IT-Software Licensing        | ANNUAL EXACQ SECURI   | 6,820.00        |           |            |
| 870361597           | SENSAPHONE                       | GJPCARD0081234 | 10/5/2021    | 101007350 | IT-Subscriptions/Dues        | TRAINING FACILITY MON | 71.40           |           |            |
| 820544687           | AMAZON.COM, INC.                 | GJPCARD0081261 | 10/5/2021    | 101007332 | IT-Cellular/Pagers/Mobile    | 6X OTTERBOX COMMUT    | 147.84          |           |            |
| 820544687           | AMAZON.COM, INC.                 | GJPCARD0081262 | 10/5/2021    | 101007332 | IT-Cellular/Pagers/Mobile    | 1X OTTERBOX COMMUT    | 33.96           |           |            |
| VEN001360           | MICROSOFT CORPORATION            | GJPCARD0081263 | 10/5/2021    | 101007451 | IT-Computer/Equip            | REPLACEMENT REFURBI   | 640.93          |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081264 | 10/5/2021    | 101007451 | IT-Computer/Equip            | MONITOR CABLES TO R   | 715.81          |           |            |
| 202936165           | AMAZON.COM, INC.                 | GJPCARD0081265 | 10/5/2021    | 101007451 | IT-Computer/Equip            | IPHONE CHARGING CAB   | 34.93           |           |            |

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| Fund No. Fund Name           |                           |                |              |           |                              |                         |           |           |            |
| 101                          | General                   |                |              |           |                              |                         |           |           |            |
| Informatics                  |                           |                |              |           |                              |                         |           |           |            |
| 205473526                    | E MARKET VENTURES LLC     | GJPCARD0081285 | 10/5/2021    | 101007451 | IT-Computer/Equip            | TEAMS USB DESK PHON     | 597.91    |           |            |
| VEN001337                    | Menards                   | GJPCARD0081294 | 10/5/2021    | 101007343 | IT-Building Maintenance      | LIGHT IN IT CLOSET      | 42.82     |           |            |
| 770034661                    | INTUIT PAYMENT SOLUTIONS, | GJPCARD0081317 | 10/5/2021    | 101007331 | IT-Consulting                | CUSTOM DATE FILTER D    | 2,126.25  |           |            |
| 770430924                    | PAYPAL                    | GJPCARD0081321 | 10/5/2021    | 101007389 | IT-Software Licensing        | PUBLIC DNS              | 10.06     |           |            |
| 770430924                    | PAYPAL                    | GJPCARD0081322 | 10/5/2021    | 101007389 | IT-Software Licensing        | ANNUAL UPDATE PATCH     | 249.00    |           |            |
| 202936165                    | AMAZON.COM, INC.          | GJPCARD0081324 | 10/5/2021    | 101007451 | IT-Computer/Equip            | CELL PHONE MOUNTING     | 56.97     |           |            |
| 851290191                    | UNITED TRAINING COMMERCIA | GJPCARD0081329 | 10/5/2021    | 101007334 | IT-Travel/Training/Seminars  | TRAINING FEE FOR YEA    | 5,624.00  |           |            |
| Subtotal for Informatics     |                           |                |              |           |                              |                         | 27,824.77 |           |            |
| Clerk Treasurer              |                           |                |              |           |                              |                         |           |           |            |
| VEN001883                    | Target Corporation        | GJPCARD0081031 | 10/5/2021    | 101008223 | CT-Office Supplies           | CT OFFICE SUPPLIES      | 80.15     |           |            |
| VEN001403                    | MULDOONS OF CARMEL, INC   | GJPCARD0081032 | 10/5/2021    | 101008347 | CT-Promotions                | STAFF APPREC LUNCH      | 112.29    |           |            |
| 824456426                    | TOAST INC                 | GJPCARD0081316 | 10/5/2021    | 101008347 | CT-Promotions                | BD LUNCH CT STAFF       | 105.00    |           |            |
| Subtotal for Clerk Treasurer |                           |                |              |           |                              |                         | 297.44    |           |            |
| Mayor                        |                           |                |              |           |                              |                         |           |           |            |
| VEN001857                    | SUN/MOON GARAGE           | GJPCARD0081203 | 10/5/2021    | 101009334 | Mayor-Travel/Training/Semina | PARKING-MEETING WIT     | 9.00      |           |            |
| 465339406                    | BORSHA INC LLC            | GJPCARD0081252 | 10/5/2021    | 101009347 | Mayor-Promotions             | MEETING WITH MAYOR      | 37.98     |           |            |
| Subtotal for Mayor           |                           |                |              |           |                              |                         | 46.98     |           |            |
| Public Works                 |                           |                |              |           |                              |                         |           |           |            |
| VEN000301                    | Buckeye Power Sales Co    | GJPCARD0081013 | 10/5/2021    | 101013343 | PW-Bldg Maint                | SPLIT - CITY SERVICES ( | 260.00    |           |            |
| VEN001337                    | Menards                   | GJPCARD0081016 | 10/5/2021    | 101013345 | PW-Equip Repair              | SUPPLIES FOR LIBERTY    | 44.70     |           |            |
| 560748358                    | LOWES COMPANIES, INC.     | GJPCARD0081025 | 10/5/2021    | 101013345 | PW-Equip Repair              | HARDWARE FOR NEW P      | 6.48      |           |            |
| 560748358                    | LOWES COMPANIES, INC.     | GJPCARD0081041 | 10/5/2021    | 101013345 | PW-Equip Repair              | HARDWARE FOR NEW P      | 23.96     |           |            |
| 560748358                    | LOWES COMPANIES, INC.     | GJPCARD0081066 | 10/5/2021    | 101013224 | PW-Operating Supplies        | PARTS FOR SPLASH PA     | 5.78      |           |            |
| 200375811                    | ACUITY SCHEDULING, INC.   | GJPCARD0081068 | 10/5/2021    | 101013350 | PW-Subs/Dues                 | SCHEDULING SYSTEM F     | 209.00    |           |            |
| VEN000365                    | Chapman Electric Supply   | GJPCARD0081071 | 10/5/2021    | 101013343 | PW-Bldg Maint                | EXTERIOR BARN LIGHTS    | 173.75    |           |            |
| VEN001337                    | Menards                   | GJPCARD0081084 | 10/5/2021    | 101013343 | PW-Bldg Maint                | WOOD TO REPAIR FENC     | 84.58     |           |            |
| VEN001337                    | Menards                   | GJPCARD0081103 | 10/5/2021    | 101013343 | PW-Bldg Maint                | PW AIR HOSE             | 6.49      |           |            |
| VEN001666                    | Reynolds Farm Equipment   | GJPCARD0081105 | 10/5/2021    | 101013224 | PW-Operating Supplies        | INV. #P27937 NEW TRIM   | 679.98    |           |            |
| 202936165                    | AMAZON.COM, INC.          | GJPCARD0081108 | 10/5/2021    | 101013224 | PW-Operating Supplies        | TRUCK CLEANING SUPP     | 32.78     |           |            |
| 820544687                    | AMAZON.COM, INC.          | GJPCARD0081109 | 10/5/2021    | 101013229 | PW-Uniforms                  | 2021 BOOTS FOR RENE     | 242.40    |           |            |
| VEN001983                    | Tractor Supply Company    | GJPCARD0081112 | 10/5/2021    | 101013229 | PW-Uniforms                  | INSULATED BIBS FOR BR   | 199.98    |           |            |
| VEN006898                    | Supply Warehouse Inc      | GJPCARD0081114 | 10/5/2021    | 101013343 | PW-Bldg Maint                | INV. #595789 BUILDING S | 484.87    |           |            |



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| Fund No. Fund Name        |                                |                |              |           |                       |                        |           |           |            |
| 101                       | General                        |                |              |           |                       |                        |           |           |            |
| Public Works              |                                |                |              |           |                       |                        |           |           |            |
| 844332073                 | WESTFIELD ACE, LLC             | GJPCARD0081131 | 10/5/2021    | 101013224 | PW-Operating Supplies | GARDEN HOUSE REPAIR    | 13.66     |           |            |
| VEN001666                 | Reynolds Farm Equipment        | GJPCARD0081148 | 10/5/2021    | 101013224 | PW-Operating Supplies | INV. #P27408 NEW BAR F | 34.99     |           |            |
| 844332073                 | WESTFIELD ACE, LLC             | GJPCARD0081153 | 10/5/2021    | 101013224 | PW-Operating Supplies | TAP MEASURE FOR TIM    | 4.12      |           |            |
| 202936165                 | AMAZON.COM, INC.               | GJPCARD0081170 | 10/5/2021    | 101013224 | PW-Operating Supplies | FIELD BOOKS FOR INSP   | 64.95     |           |            |
| 202936165                 | AMAZON.COM, INC.               | GJPCARD0081173 | 10/5/2021    | 101013224 | PW-Operating Supplies | PADS FOR INSPECTORS    | 11.49     |           |            |
| VEN001337                 | Menards                        | GJPCARD0081179 | 10/5/2021    | 101013224 | PW-Operating Supplies | SHELVES FOR BREAK R    | 403.80    |           |            |
| 351845000                 | ROUDEBUSH EQUIPMENT INC        | GJPCARD0081180 | 10/5/2021    | 101013472 | PW-Equipment          | INV. #17504 MASSEY MO  | 324.56    |           |            |
| 351845000                 | ROUDEBUSH EQUIPMENT INC        | GJPCARD0081181 | 10/5/2021    | 101013472 | PW-Equipment          | INV. #17505 MASSEY MO  | 324.56    |           |            |
| VEN000733                 | Freije Engineered Solutions Co | GJPCARD0081182 | 10/5/2021    | 101013343 | PW-Bldg Maint         | CSC/PW HVAC REPAIR     | 2,864.45  |           |            |
| VEN001337                 | Menards                        | GJPCARD0081185 | 10/5/2021    | 101013343 | PW-Bldg Maint         | PW SHOP VAC FILTER     | 15.03     |           |            |
| 464013297                 | MIDWEST PARTS TEAM LLC         | GJPCARD0081191 | 10/5/2021    | 101013224 | PW-Operating Supplies | INV. #710951 MOTOR CL  | 9.48      |           |            |
| 844332073                 | WESTFIELD ACE, LLC             | GJPCARD0081221 | 10/5/2021    | 101013224 | PW-Operating Supplies | CART TO USE AROUND     | 68.38     |           |            |
| 461486267                 | MULTI SERVICE TECHNOLOGY       | GJPCARD0081229 | 10/5/2021    | 101013229 | PW-Uniforms           | CP 2021 BOOTS          | 280.48    |           |            |
| 208683988                 | TOAST INC                      | GJPCARD0081246 | 10/5/2021    | 101013347 | PW-Promotions         | LUNCH FOR LOLLAR AN    | 31.17     |           |            |
| 202936165                 | AMAZON.COM, INC.               | GJPCARD0081249 | 10/5/2021    | 101013224 | PW-Operating Supplies | CONCRETE BRUSH FOR     | 11.84     |           |            |
| 820544687                 | AMAZON.COM, INC.               | GJPCARD0081250 | 10/5/2021    | 101013224 | PW-Operating Supplies | ENGINEER TAPS FOR IN   | 35.97     |           |            |
| 202936165                 | AMAZON.COM, INC.               | GJPCARD0081259 | 10/5/2021    | 101013224 | PW-Operating Supplies | CONCRETE TOOLS FOR     | 51.14     |           |            |
| 440618012                 | O'REILLY AUTOMOTIVE STOR       | GJPCARD0081271 | 10/5/2021    | 101013224 | PW-Operating Supplies | INV. #4333-478965 COMP | 60.97     |           |            |
| 351610153                 | CARMEL ACE HARDWARE INC        | GJPCARD0081273 | 10/5/2021    | 101013224 | PW-Operating Supplies | TOOLS FOR GRAND JUN    | 669.00    |           |            |
| 202936165                 | AMAZON.COM, INC.               | GJPCARD0081281 | 10/5/2021    | 101013224 | PW-Operating Supplies | WORKING TOOLS FOR C    | 3.95      |           |            |
| VEN001337                 | Menards                        | GJPCARD0081284 | 10/5/2021    | 101013224 | PW-Operating Supplies | CLEANING SUPPLIES      | 46.27     |           |            |
| 042896127                 | STAPLES INC                    | GJPCARD0081291 | 10/5/2021    | 101013223 | PW-Office Supplies    | OFFICE SUPPLIES, INCL  | 122.62    |           |            |
| 030534807                 | BOLDENS CARPET UPHOLSTR        | GJPCARD0081293 | 10/5/2021    | 101013343 | PW-Bldg Maint         | SPLIT - PUBLIC WORKS ( | 1,072.75  |           |            |
| 844332073                 | WESTFIELD ACE, LLC             | GJPCARD0081299 | 10/5/2021    | 101013224 | PW-Operating Supplies | TOOLS FOR GRAND JUN    | 1,280.33  |           |            |
| VEN001666                 | Reynolds Farm Equipment        | GJPCARD0081302 | 10/5/2021    | 101013224 | PW-Operating Supplies | INV. #P25720 CHAINSAW  | 282.68    |           |            |
| VEN009768                 | WESTFIELD ACE HARDWARE         | GJPCARD0081330 | 10/5/2021    | 101013224 | PW-Operating Supplies | WESTFIELD ACE          | 31.49     |           |            |
| VEN001666                 | Reynolds Farm Equipment        | GJPCARD0081331 | 10/5/2021    | 101013224 | PW-Operating Supplies | REYNOLDS FARM          | 71.60     |           |            |
| Subtotal for Public Works |                                |                |              |           |                       |                        | 10,646.48 |           |            |
| Communications            |                                |                |              |           |                       |                        |           |           |            |
| 582554149                 | THE ROCKET SCIENCE GROUP,      | GJPCARD0081051 | 10/5/2021    | 101020347 | Comm-Promotions       | MAILCHIMP ACCOUNT F    | 52.99     |           |            |
| 271771199                 | PRINTBEAR, LLC                 | GJPCARD0081161 | 10/5/2021    | 101020347 | Comm-Promotions       | WFD STICKERS FROM S    | 152.00    |           |            |
| 273142461                 | DISAREA LLC                    | GJPCARD0081162 | 10/5/2021    | 101020350 | Comm-Dues membership  | MONTHLY GRAPHIC DES    | 64.00     |           |            |

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|          | Buy-From Vendor No.           | Buy-From Vendor Name      | Document No.   | Posting Date | G/L Acct. | G/L Account Name          | Description            | Amount    | Check No. | Check Date |
|----------|-------------------------------|---------------------------|----------------|--------------|-----------|---------------------------|------------------------|-----------|-----------|------------|
| Fund No. | Fund Name                     |                           |                |              |           |                           |                        |           |           |            |
| 101      | General                       |                           |                |              |           |                           |                        |           |           |            |
|          | Communications                |                           |                |              |           |                           |                        |           |           |            |
|          | 351337046                     | BARDACH AWARDS INC        | GJPCARD0081195 | 10/5/2021    | 101020347 | Comm-Promotions           | PLAQUE FOR SPECIAL R   | 97.50     |           |            |
|          | VEN001820                     | SQUARE, INC.              | GJPCARD0081279 | 10/5/2021    | 101020347 | Comm-Promotions           | MEETING ON COMMS DE    | 7.54      |           |            |
|          | 371581003                     | SURVEYMONKEY.COM, LLC     | GJPCARD0081320 | 10/5/2021    | 101020350 | Comm-Dues membership      | YEARLY SURVEYMONKE     | 372.00    |           |            |
|          | Subtotal for Communications   |                           |                |              |           |                           |                        | 746.03    |           |            |
|          | Customer Service              |                           |                |              |           |                           |                        |           |           |            |
|          | 383740317                     | CURRENT PUBLISHING LLC    | GJPCARD0081057 | 10/5/2021    | 101021347 | Cust Serv-Promo           | GUEST SERVICES REP.    | 225.00    |           |            |
|          | 131968593                     | POSITIVE PROMOTIONS, IN   | GJPCARD0081121 | 10/5/2021    | 101021347 | Cust Serv-Promo           | CUSTOMER SERVICE W     | 117.53    |           |            |
|          | Subtotal for Customer Service |                           |                |              |           |                           |                        | 342.53    |           |            |
|          | Human Resources               |                           |                |              |           |                           |                        |           |           |            |
|          | 351890782                     | GPR INC.                  | GJPCARD0081065 | 10/5/2021    | 101022334 | HR- Training              | 2021 IMPACT ANNUAL C   | 46.00     |           |            |
|          | 854363834                     | WHITE RIVER RESTAURANTS   | GJPCARD0081087 | 10/5/2021    | 101022334 | HR- Training              | 2021 IMPACT ANNUAL C   | 22.90     |           |            |
|          | 261509502                     | CITYCENTER VDARA CONDO H  | GJPCARD0081193 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 799.32    |           |            |
|          | 261509502                     | CITYCENTER VDARA CONDO H  | GJPCARD0081198 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 749.32    |           |            |
|          | VEN001820                     | SQUARE, INC.              | GJPCARD0081214 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 70.33     |           |            |
|          | 833499348                     | MAKE IT HAPPEN HOSPITALI  | GJPCARD0081215 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 71.00     |           |            |
|          | 943373852                     | BELLAGIO LLC              | GJPCARD0081216 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 46.60     |           |            |
|          | 570969174                     | VOLUME SERVICES AMERICA,  | GJPCARD0081217 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 37.39     |           |            |
|          | 943373852                     | BELLAGIO LLC              | GJPCARD0081218 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 17.34     |           |            |
|          | 943373852                     | BELLAGIO LLC              | GJPCARD0081220 | 10/5/2021    | 101022334 | HR- Training              | 2021 ANNUAL SHRM CO    | 62.00     |           |            |
|          | Subtotal for Human Resources  |                           |                |              |           |                           |                        | 1,922.20  |           |            |
|          | Subtotal for Fund 101 General |                           |                |              |           |                           |                        | 51,953.18 |           |            |
| Fund No. | Fund Name                     |                           |                |              |           |                           |                        |           |           |            |
| 201      | Motor Vehicle Highway (MVH)   |                           |                |              |           |                           |                        |           |           |            |
|          | Public Works                  |                           |                |              |           |                           |                        |           |           |            |
|          | 540960335                     | CRUTCHFIELD CORPORATION   | GJPCARD0081019 | 10/5/2021    | 201013226 | MVH-Vehicle Gas/ Supplies | BLUETOOTH RADIO AND    | 388.68    |           |            |
|          | 202936165                     | AMAZON.COM, INC.          | GJPCARD0081022 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | CLEANING AND OUTSID    | 169.87    |           |            |
|          | 202936165                     | AMAZON.COM, INC.          | GJPCARD0081034 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | BUFFING PADS FOR THE   | 38.99     |           |            |
|          | 202936165                     | AMAZON.COM, INC.          | GJPCARD0081035 | 10/5/2021    | 201013345 | MVH-Equip Repair          | CLEANING SUPPLIES FO   | 119.10    |           |            |
|          | 202936165                     | AMAZON.COM, INC.          | GJPCARD0081036 | 10/5/2021    | 201013345 | MVH-Equip Repair          | REFUND                 | -119.10   |           |            |
|          | 464013297                     | MIDWEST PARTS TEAM LLC    | GJPCARD0081069 | 10/5/2021    | 201013345 | MVH-Equip Repair          | INV. #711690 MUD FLAPS | 31.34     |           |            |
|          | 381909144                     | BELLE TIRE DISTRIBUTORS I | GJPCARD0081072 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | REC #751213; OIL CHAN  | 62.91     |           |            |

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|---------------------------------------------------|-----------------------------|----------------|--------------|-----------|---------------------------|---------------------------|----------|-----------|------------|
| Fund No. Fund Name                                |                             |                |              |           |                           |                           |          |           |            |
| 201                                               | Motor Vehicle Highway (MVH) |                |              |           |                           |                           |          |           |            |
| Public Works                                      |                             |                |              |           |                           |                           |          |           |            |
| 311101497                                         | TIRE DISCOUNTERS INC        | GJPCARD0081088 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | OIL CHANGE FOR 1624       | 47.94    |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081100 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | INV. #4333-481247 4PC F   | 27.99    |           |            |
| VEN001983                                         | Tractor Supply Company      | GJPCARD0081101 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | STEEL DUAL TIRE CHUC      | 12.98    |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081102 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | CLEANING SUPPLIES FO      | 58.45    |           |            |
| 311101497                                         | TIRE DISCOUNTERS INC        | GJPCARD0081107 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | OIL CHANGE FOR TRUC       | 50.52    |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081115 | 10/5/2021    | 201013226 | MVH-Vehicle Gas/ Supplies | INV. #4333-480766 CLEA    | 86.95    |           |            |
| 351423155                                         | MCGAVIC OUTDOOR POWER EQU   | GJPCARD0081129 | 10/5/2021    | 201013345 | MVH-Equip Repair          | INV. #N219212 STIHL BLO   | 48.58    |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081130 | 10/5/2021    | 201013231 | MVH-Subgrade Materials    | INV. #4333-480390 FLUID   | 49.93    |           |            |
| 770034661                                         | INTUIT PAYMENT SOLUTIONS,   | GJPCARD0081163 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | FULL DETAIL ON THE GR     | 170.00   |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081174 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | INV. #4333-479831 WHEE    | 35.37    |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081175 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | INV. #4333-479820; REPAI  | 344.66   |           |            |
| 351076302                                         | TOM O'BRIEN NORTHSIDE, IN   | GJPCARD0081183 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | INV. #474144 #1841 REPA   | 281.44   |           |            |
| VEN001277                                         | Macallister Machinery Co    | GJPCARD0081202 | 10/5/2021    | 201013345 | MVH-Equip Repair          | INV. #R78428107001 HYD    | 67.29    |           |            |
| 844332073                                         | WESTFIELD ACE, LLC          | GJPCARD0081232 | 10/5/2021    | 201013345 | MVH-Equip Repair          | PART TO REPAIR WATE       | 3.76     |           |            |
| VEN000657                                         | Esler's Auto Repair         | GJPCARD0081251 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | INV. #115795 REPAIRS T    | 57.00    |           |            |
| VEN001983                                         | Tractor Supply Company      | GJPCARD0081278 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | HYDRAULIC REPAIR ON       | 16.99    |           |            |
| 351715795                                         | CHRYSLER KAHLO CHRYSLER D   | GJPCARD0081282 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | INV. #912147 SWITCH FO    | 102.72   |           |            |
| 351845000                                         | ROUDEBUSH EQUIPMENT INC     | GJPCARD0081287 | 10/5/2021    | 201013226 | MVH-Vehicle Gas/ Supplies | INV. #17405 HYDRAULIC     | 81.14    |           |            |
| VEN008108                                         | Kimball Midwest             | GJPCARD0081298 | 10/5/2021    | 201013472 | MVH-Equip                 | INV. #9179303 FIRST AID   | 634.85   |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081304 | 10/5/2021    | 201013345 | MVH-Equip Repair          | INV. #4333-477957, BUFF   | 34.14    |           |            |
| 440618012                                         | O'REILLY AUTOMOTIVE STOR    | GJPCARD0081325 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | INV. #4333-477721 TAIL LI | 15.48    |           |            |
| VEN008101                                         | TIRE DISCOUNTERS            | GJPCARD0081332 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | TIREDISCOUNTERS           | 48.70    |           |            |
| VEN001363                                         | Mid-state Truck Equipment   | GJPCARD0081333 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | MIDSTATE TRUCK            | 4.59     |           |            |
| VEN001363                                         | Mid-state Truck Equipment   | GJPCARD0081334 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | MIDSTATE TRUCK            | 64.54    |           |            |
| VEN001363                                         | Mid-state Truck Equipment   | GJPCARD0081335 | 10/5/2021    | 201013360 | MVH-Vehicle Repair        | MIDSTATE TRUCK            | 26.66    |           |            |
| VEN000343                                         | CARROLS CORPORATION         | GJPCARD0081336 | 10/5/2021    | 201013433 | MVH-Infrastructure Repair | CORROLL CONSTRUCTI        | 262.47   |           |            |
| VEN008967                                         | J and F Distributing Co     | GJPCARD0081337 | 10/5/2021    | 201013472 | MVH-Equip                 | J F DISTRIBUTION          | 81.64    |           |            |
| VEN008108                                         | Kimball Midwest             | GJPCARD0081338 | 10/5/2021    | 201013472 | MVH-Equip                 | KIMBALL MIDWEST           | 346.32   |           |            |
| Subtotal for Public Works                         |                             |                |              |           |                           |                           | 3,754.89 |           |            |
| Subtotal for Fund 201 Motor Vehicle Highway (MVH) |                             |                |              |           |                           |                           | 3,754.89 |           |            |

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|----------------------------------------------------------|---------------------------|----------------|--------------|-----------|-------------------------------|-------------------------|------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                                |                           |                |              |           |                               |                         |                  |           |            |
| <b>202 Local Road and Street (LRS)</b>                   |                           |                |              |           |                               |                         |                  |           |            |
| <b>Public Works</b>                                      |                           |                |              |           |                               |                         |                  |           |            |
| VEN001829                                                | Stello Products Inc       | GJPCARD0081113 | 10/5/2021    | 202013228 | LRS-Signs and Posts           | INV. #33285 SIGNS FOR   | 192.87           |           |            |
| VEN001829                                                | Stello Products Inc       | GJPCARD0081186 | 10/5/2021    | 202013228 | LRS-Signs and Posts           | INV. #33246; VARIOUS SI | 5,231.43         |           |            |
| VEN001829                                                | Stello Products Inc       | GJPCARD0081295 | 10/5/2021    | 202013228 | LRS-Signs and Posts           | INV. #33085 SIGN STOCK  | 6,756.03         |           |            |
| <b>Subtotal for Public Works</b>                         |                           |                |              |           |                               |                         | <b>12,180.33</b> |           |            |
| <b>Subtotal for Fund 202 Local Road and Street (LRS)</b> |                           |                |              |           |                               |                         | <b>12,180.33</b> |           |            |
| <b>Fund No. Fund Name</b>                                |                           |                |              |           |                               |                         |                  |           |            |
| <b>203 Fire Operating</b>                                |                           |                |              |           |                               |                         |                  |           |            |
| <b>Fire</b>                                              |                           |                |              |           |                               |                         |                  |           |            |
| VEN000301                                                | Buckeye Power Sales Co    | GJPCARD0081011 | 10/5/2021    | 203012343 | Fire-Building Maintenance     | SPLIT - FIRE (59.63)    | 557.50           |           |            |
| 464366439                                                | PIES PINTS LEXINGTON LL   | GJPCARD0081015 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | MEALS FOR OUT OF TO     | 52.70            |           |            |
| VEN001337                                                | Menards                   | GJPCARD0081018 | 10/5/2021    | 203012244 | Fire-Prevention/Public        | SUPPLIES FOR FIRE PRE   | 25.06            |           |            |
| 161687235                                                | MEIJER GREAT LAKES LIMITE | GJPCARD0081021 | 10/5/2021    | 203012244 | Fire-Prevention/Public        | SUPPLIES FOR FIRE PRE   | 9.98             |           |            |
| 454201408                                                | 3 BEHRS INC               | GJPCARD0081023 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | MEALS FOR OUT OF TO     | 46.28            |           |            |
| 041653090                                                | NATL FIRE PROTECTION ASSO | GJPCARD0081026 | 10/5/2021    | 203012244 | Fire-Prevention/Public        | PAMPHLETS AND BANNER    | 50.40            |           |            |
| VEN001820                                                | SQUARE, INC.              | GJPCARD0081028 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | MEALS FOR OUT OF TO     | 25.03            |           |            |
| 452405013                                                | LEXINGTON HOTEL MANAGEMEN | GJPCARD0081039 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | MEALS FOR OUT OF TO     | 34.68            |           |            |
| 862165262                                                | AR LEXINGTON SQUARE LLC   | GJPCARD0081043 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | MEALS FOR OUT OF TO     | 46.55            |           |            |
| 351381842                                                | CASH CARRY PAPER COMPAN   | GJPCARD0081047 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | TABLE COVERINGS FOR     | 16.20            |           |            |
| 364278841                                                | SANDWICH SQUAD INC        | GJPCARD0081049 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | MEALS FOR OUT OF TO     | 21.98            |           |            |
| 351762640                                                | WESTFIELD FIRE ENDOWMENT  | GJPCARD0081050 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | CONFERENCE DONATIO      | 51.75            |           |            |
| 351762640                                                | WESTFIELD FIRE ENDOWMENT  | GJPCARD0081053 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | CONFERENCE DONATIO      | 51.75            |           |            |
| 351762640                                                | WESTFIELD FIRE ENDOWMENT  | GJPCARD0081054 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | CONFERENCE DONATIO      | 51.75            |           |            |
| 351762640                                                | WESTFIELD FIRE ENDOWMENT  | GJPCARD0081055 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | CONFERENCE DONATIO      | 77.62            |           |            |
| 202936165                                                | AMAZON.COM, INC.          | GJPCARD0081062 | 10/5/2021    | 203012224 | Fire-Operating Supplies       | KITCHEN SUPPLIES - ST   | 131.33           |           |            |
| 351423155                                                | MCGAVIC OUTDOOR POWER EQU | GJPCARD0081077 | 10/5/2021    | 203012472 | Fire-Equip                    | STARTER FOR GRASS83     | 92.88            |           |            |
| 351696078                                                | AUTOMOTIVE ACTION II INC  | GJPCARD0081078 | 10/5/2021    | 203012360 | Fire-Vehicle Maint            | POOL CAR                | 769.59           |           |            |
| VEN001337                                                | Menards                   | GJPCARD0081093 | 10/5/2021    | 203012472 | Fire-Equip                    | MAGNETIC SWEEPER A      | 46.40            |           |            |
| 042896127                                                | STAPLES INC               | GJPCARD0081098 | 10/5/2021    | 203012223 | Fire-Office Supplies          | LARGE ENVELOPES         | 36.99            |           |            |
| 770034661                                                | INTUIT PAYMENT SOLUTIONS, | GJPCARD0081106 | 10/5/2021    | 203012334 | Fire-Travel/Training/Seminars | FIRE OFFICER 3 CLASS F  | 1,625.00         |           |            |
| 202597227                                                | GOOGLE PAYMENT CORP.      | GJPCARD0081118 | 10/5/2021    | 203012349 | Fire-Services                 | CABLE                   | 64.99            |           |            |
| 161687235                                                | MEIJER GREAT LAKES LIMITE | GJPCARD0081119 | 10/5/2021    | 203012224 | Fire-Operating Supplies       | WATER AND GATORADE      | 32.43            |           |            |

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|---------------------------------------------|--------------------------|----------------|--------------|-----------|---------------------------|------------------------|------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                   |                          |                |              |           |                           |                        |                  |           |            |
| <b>203 Fire Operating</b>                   |                          |                |              |           |                           |                        |                  |           |            |
| <b>Fire</b>                                 |                          |                |              |           |                           |                        |                  |           |            |
| VEN000365                                   | Chapman Electric Supply  | GJPCARD0081132 | 10/5/2021    | 203012343 | Fire-Building Maintenance | CREDIT - THEY PUT CAR  | -47.03           |           |            |
| 823453345                                   | EXPRESS ALTERATIONS LLC  | GJPCARD0081144 | 10/5/2021    | 203012244 | Fire-Prevention/Public    | TENT REPAIR            | 40.00            |           |            |
| VEN000365                                   | Chapman Electric Supply  | GJPCARD0081151 | 10/5/2021    | 203012343 | Fire-Building Maintenance | STATION 82 INTERIOR LI | 47.03            |           |            |
| VEN000365                                   | Chapman Electric Supply  | GJPCARD0081152 | 10/5/2021    | 203012343 | Fire-Building Maintenance | STATION 82 INTERIOR LI | 47.03            |           |            |
| 351696078                                   | AUTOMOTIVE ACTION II INC | GJPCARD0081155 | 10/5/2021    | 203012360 | Fire-Vehicle Maint        | ALIGNMENT AND 2 TIRE   | 486.45           |           |            |
| VEN006898                                   | Supply Warehouse Inc     | GJPCARD0081158 | 10/5/2021    | 203012224 | Fire-Operating Supplies   | STATION SUPPLIES       | 305.64           |           |            |
| 351605911                                   | TRIPLE S TIRE COMPANY    | GJPCARD0081160 | 10/5/2021    | 203012360 | Fire-Vehicle Maint        | A-81 TIRES             | 1,001.00         |           |            |
| 351605911                                   | TRIPLE S TIRE COMPANY    | GJPCARD0081164 | 10/5/2021    | 203012360 | Fire-Vehicle Maint        | A-81 - TIRES           | 800.00           |           |            |
| VEN000365                                   | Chapman Electric Supply  | GJPCARD0081165 | 10/5/2021    | 203012360 | Fire-Vehicle Maint        | PARTS                  | 7.73             |           |            |
| 042896127                                   | STAPLES INC              | GJPCARD0081207 | 10/5/2021    | 203012223 | Fire-Office Supplies      | OFFICE SUPPLIES        | 55.51            |           |            |
| 560748358                                   | LOWES COMPANIES, INC.    | GJPCARD0081235 | 10/5/2021    | 203012223 | Fire-Office Supplies      | SHIPPING WRAP          | 29.94            |           |            |
| 465042091                                   | RESTAURANT SUPPLY, LLC   | GJPCARD0081236 | 10/5/2021    | 203012343 | Fire-Building Maintenance | DISHWASHER - STATION   | 4,286.75         |           |            |
| 263395092                                   | CLASSWARD, LLC           | GJPCARD0081254 | 10/5/2021    | 203012350 | Fire-Subscriptions/Dues   | EMT-PREP CLASS SUBS    | 99.99            |           |            |
| VEN000488                                   | Custom Truck and Auto    | GJPCARD0081267 | 10/5/2021    | 203012360 | Fire-Vehicle Maint        | 2008 F350              | 1,150.78         |           |            |
| 202936165                                   | AMAZON.COM, INC.         | GJPCARD0081275 | 10/5/2021    | 203012472 | Fire-Equip                | DRONE BAG              | 45.99            |           |            |
| VEN006898                                   | Supply Warehouse Inc     | GJPCARD0081276 | 10/5/2021    | 203012224 | Fire-Operating Supplies   | STATION SUPPLIES       | 312.82           |           |            |
| 202597227                                   | GOOGLE PAYMENT CORP.     | GJPCARD0081300 | 10/5/2021    | 203012349 | Fire-Services             | CABLE                  | 64.99            |           |            |
| 844332073                                   | WESTFIELD ACE, LLC       | GJPCARD0081308 | 10/5/2021    | 203012343 | Fire-Building Maintenance | WEED EATER LINE AND    | 67.08            |           |            |
| 202936165                                   | AMAZON.COM, INC.         | GJPCARD0081318 | 10/5/2021    | 203012472 | Fire-Equip                | DRONE BATTERIES        | 137.98           |           |            |
| VEN006898                                   | Supply Warehouse Inc     | GJPCARD0081326 | 10/5/2021    | 203012224 | Fire-Operating Supplies   | STATION SUPPLIES       | 288.77           |           |            |
| VEN008382                                   | Talent Auto Body         | GJPCARD0081339 | 10/5/2021    | 203012360 | Fire-Vehicle Maint        | TALENT AUTO BODY       | 2,000.00         |           |            |
| <b>Subtotal for Fire</b>                    |                          |                |              |           |                           |                        | <b>15,147.29</b> |           |            |
| <b>Subtotal for Fund 203 Fire Operating</b> |                          |                |              |           |                           |                        | <b>15,147.29</b> |           |            |
| <b>Fund No. Fund Name</b>                   |                          |                |              |           |                           |                        |                  |           |            |
| <b>206 Parks Programming/Events</b>         |                          |                |              |           |                           |                        |                  |           |            |
| <b>Parks</b>                                |                          |                |              |           |                           |                        |                  |           |            |
| 274444984                                   | FACEBOOK                 | GJPCARD0081020 | 10/5/2021    | 206005347 | Parks Program-Promotions  | AD FOR BARK            | 75.00            |           |            |
| 274444984                                   | FACEBOOK                 | GJPCARD0081046 | 10/5/2021    | 206005347 | Parks Program-Promotions  | BARK AD                | 7.01             |           |            |
| 274444984                                   | FACEBOOK                 | GJPCARD0081056 | 10/5/2021    | 206005347 | Parks Program-Promotions  | ADS FOR CCC AND BAR    | 50.00            |           |            |
| VEN000480                                   | CSI Signs                | GJPCARD0081253 | 10/5/2021    | 206005347 | Parks Program-Promotions  | SPONSOR BANNER FOR     | 65.00            |           |            |
| 274444984                                   | FACEBOOK                 | GJPCARD0081256 | 10/5/2021    | 206005347 | Parks Program-Promotions  | FACEBOOK ADVERTISE     | 35.00            |           |            |

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| Fund No. Fund Name                             |                           |                |              |           |                          |                       |          |           |            |
| 206                                            | Parks Programming/Events  |                |              |           |                          |                       |          |           |            |
| Parks                                          |                           |                |              |           |                          |                       |          |           |            |
| VEN000480                                      | CSI Signs                 | GJPCARD0081257 | 10/5/2021    | 206005347 | Parks Program-Promotions | DIRECTIONAL SIGNAGE   | 600.00   |           |            |
| VEN000480                                      | CSI Signs                 | GJPCARD0081258 | 10/5/2021    | 206005347 | Parks Program-Promotions | ROADSIDE BANNERS FO   | 360.00   |           |            |
| 113099614                                      | TROPHY DEPOT              | GJPCARD0081283 | 10/5/2021    | 206005347 | Parks Program-Promotions | TROPHIES FOR BARKTO   | 35.39    |           |            |
| 274444984                                      | FACEBOOK                  | GJPCARD0081297 | 10/5/2021    | 206005347 | Parks Program-Promotions | FACEBOOK ADVERTISE    | 35.00    |           |            |
| Subtotal for Parks                             |                           |                |              |           |                          |                       | 1,262.40 |           |            |
| Subtotal for Fund 206 Parks Programming/Events |                           |                |              |           |                          |                       | 1,262.40 |           |            |
| Fund No. Fund Name                             |                           |                |              |           |                          |                       |          |           |            |
| 239                                            | Law Enforcement           |                |              |           |                          |                       |          |           |            |
| Police                                         |                           |                |              |           |                          |                       |          |           |            |
| 311657386                                      | CITY BARBEQUE LLC         | GJPCARD0081073 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | LT. TRAINING/MEETING- | 87.31    |           |            |
| 843871927                                      | LOS AGAVE                 | GJPCARD0081074 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | LT. TRAINING/MEETING- | 73.77    |           |            |
| VEN000384                                      | CHICK-FIL-A CORP          | GJPCARD0081075 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | LT. TRAINING/MEETING- | 14.91    |           |            |
| VEN000384                                      | CHICK-FIL-A CORP          | GJPCARD0081076 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | LT. TRAINING/MEETING- | 7.84     |           |            |
| VEN000384                                      | CHICK-FIL-A CORP          | GJPCARD0081089 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | LT. TRAINING/MEETING- | 15.70    |           |            |
| 770510487                                      | PAYPAL                    | GJPCARD0081091 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | NIBRS TRAINING-K. FOO | 399.00   |           |            |
| 030528498                                      | SAFARILAND TRAINING GROUP | GJPCARD0081133 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | LESS LETHAL INSTRUCT  | 895.00   |           |            |
| 832686934                                      | LUIHN VANTEDGE PARTNERS,  | GJPCARD0081138 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 14.05    |           |            |
| 463966717                                      | HBF APU JV, LLC           | GJPCARD0081139 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 24.87    |           |            |
| VEN000992                                      | INDIANAPOLIS AIRPORT AUTH | GJPCARD0081140 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | PARKING DURING TRAIN  | 63.00    |           |            |
| 731389882                                      | DTG OPERATIONS, INC       | GJPCARD0081141 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | CAR RENTAL DURING T   | 607.90   |           |            |
| 263211514                                      | MEENEH HOSPITALITY LLC    | GJPCARD0081142 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | HOTEL DURING TRAININ  | 522.30   |           |            |
| 823053537                                      | TOAST INC                 | GJPCARD0081150 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 39.79    |           |            |
| 562163933                                      | THE ANGUS BARN LTD LLC    | GJPCARD0081167 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 55.21    |           |            |
| 262269175                                      | SAM CHAR LLC              | GJPCARD0081168 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 30.58    |           |            |
| 843822277                                      | TAIYI ZHENG               | GJPCARD0081169 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 45.69    |           |            |
| 621801559                                      | LA'CAR OF NC INC          | GJPCARD0081196 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 5.29     |           |            |
| 831706572                                      | DRIFTWOOD TAPAS LLC       | GJPCARD0081199 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | MEALS DURING TRAININ  | 58.46    |           |            |
| 581498312                                      | RARE HOSPITALTY INTL INC  | GJPCARD0081208 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | TRAVEL TO PICK UP VEH | 30.12    |           |            |
| 134031663                                      | COLUMBUS EASTON HOTEL LLC | GJPCARD0081222 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | HOTEL FOR TRAINING -  | 676.80   |           |            |
| 453607322                                      | SUNBURY EASTON LP         | GJPCARD0081225 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | HOTEL DURING TRAININ  | 588.69   |           |            |
| VEN001913                                      | The Bridgewater Club LLC  | GJPCARD0081241 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train | LIEUTENANT TRAINING/  | 131.22   |           |            |

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| <b>Fund No. Fund Name</b>                             |                           |                |              |           |                              |                      |                 |           |            |
| <b>239 Law Enforcement</b>                            |                           |                |              |           |                              |                      |                 |           |            |
| <b>Police</b>                                         |                           |                |              |           |                              |                      |                 |           |            |
| VEN001913                                             | The Bridgewater Club LLC  | GJPCARD0081242 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train     | LIEUTENANT TRAINING/ | 284.00          |           |            |
| 452342647                                             | SOUTHERN ROCK RESTAURANT  | GJPCARD0081266 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train     | SGT. TRAINING/MEETIN | 99.69           |           |            |
| VEN004296                                             | GET ME REGISTERED         | GJPCARD0081340 | 10/5/2021    | 239002334 | Law Enforce-Travel/Train     | GET ME REGISTERED    | 228.01          |           |            |
| <b>Subtotal for Police</b>                            |                           |                |              |           |                              |                      | <b>4,999.20</b> |           |            |
| <b>Subtotal for Fund 239 Law Enforcement</b>          |                           |                |              |           |                              |                      | <b>4,999.20</b> |           |            |
| <b>Fund No. Fund Name</b>                             |                           |                |              |           |                              |                      |                 |           |            |
| <b>269 Training Facility Center</b>                   |                           |                |              |           |                              |                      |                 |           |            |
| <b>Public Safety (Police and Fire)</b>                |                           |                |              |           |                              |                      |                 |           |            |
| 351423155                                             | MCGAVIC OUTDOOR POWER EQU | GJPCARD0081240 | 10/5/2021    | 269014472 | Training Fac-Equipment       | CABLE TWIST TRIMMER  | 44.99           |           |            |
| 030534807                                             | BOLDENS CARPET UPHOLSTR   | GJPCARD0081292 | 10/5/2021    | 269014343 | Training Fac-Building Maint  | SPLIT - HCTC (50)    | 1,072.76        |           |            |
| VEN001337                                             | Menards                   | GJPCARD0081306 | 10/5/2021    | 269014343 | Training Fac-Building Maint  | RETURN ON TOILET REP | -38.84          |           |            |
| VEN001337                                             | Menards                   | GJPCARD0081312 | 10/5/2021    | 269014343 | Training Fac-Building Maint  | TOILET REPAIR        | 41.70           |           |            |
| <b>Subtotal for Public Safety (Police and Fire)</b>   |                           |                |              |           |                              |                      | <b>1,120.61</b> |           |            |
| <b>Subtotal for Fund 269 Training Facility Center</b> |                           |                |              |           |                              |                      | <b>1,120.61</b> |           |            |
| <b>Fund No. Fund Name</b>                             |                           |                |              |           |                              |                      |                 |           |            |
| <b>640 Sports Campus Operating</b>                    |                           |                |              |           |                              |                      |                 |           |            |
| <b>Grand Park</b>                                     |                           |                |              |           |                              |                      |                 |           |            |
| 560748358                                             | LOWES COMPANIES, INC.     | GJPCARD0081029 | 10/5/2021    | 640015343 | Sports Campus-Bldg Maint     | NUTS AND BOLTS AND C | 59.07           |           |            |
| 352069773                                             | HOOSIER AUTOMOTIVE SVCS   | GJPCARD0081037 | 10/5/2021    | 640015360 | Sports Campus-Veh Repair     | CAR OIL CHANGE       | 149.66          |           |            |
| 351585504                                             | WORLD OF WONDERS GARAGE   | GJPCARD0081063 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | PARKING PAYMENT FOR  | 3.00            |           |            |
| 813878272                                             | GO4ELLIS, LLC             | GJPCARD0081064 | 10/5/2021    | 640015349 | Sports Campus-Services       | GO4ELLIS             | 202.50          |           |            |
| VEN000090                                             | AMERICAN AIRLINES         | GJPCARD0081079 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | TEAMS CONFERENCE     | 347.00          |           |            |
| 820544687                                             | AMAZON.COM, INC.          | GJPCARD0081086 | 10/5/2021    | 640015224 | Sports Campus-Operating Su   | REF PINNIES          | 21.54           |           |            |
| VEN001337                                             | Menards                   | GJPCARD0081095 | 10/5/2021    | 640015343 | Sports Campus-Bldg Maint     | BATTERIES, SCREWS, B | 26.13           |           |            |
| 980685109                                             | WIX.COM, INC              | GJPCARD0081099 | 10/5/2021    | 640015350 | Sports Campus-Dues/Sub Fe    | WIX.COM              | 17.00           |           |            |
| 455297111                                             | YETI COOLERS, LLC         | GJPCARD0081104 | 10/5/2021    | 640015347 | Sports Campus-Promotions     | STAFF GIFTS          | 85.58           |           |            |
| VEN001983                                             | Tractor Supply Company    | GJPCARD0081123 | 10/5/2021    | 640015224 | Sports Campus-Operating Su   | TRAILER HITCH REPLAC | 18.98           |           |            |
| VEN001337                                             | Menards                   | GJPCARD0081126 | 10/5/2021    | 640015343 | Sports Campus-Bldg Maint     | BOLTS, CAULK, BROOMS | 72.31           |           |            |
| 813878272                                             | GO4ELLIS, LLC             | GJPCARD0081127 | 10/5/2021    | 640015349 | Sports Campus-Services       | GO4ELLIS             | 292.50          |           |            |
| 560748358                                             | LOWES COMPANIES, INC.     | GJPCARD0081143 | 10/5/2021    | 640015343 | Sports Campus-Bldg Maint     | DUSTPAN, PICKER      | 50.94           |           |            |

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| Fund No. Fund Name                            |                            |                |              |           |                              |                       |           |           |            |
| 640                                           | Sports Campus Operating    |                |              |           |                              |                       |           |           |            |
| Grand Park                                    |                            |                |              |           |                              |                       |           |           |            |
| 202936165                                     | AMAZON.COM, INC.           | GJPCARD0081156 | 10/5/2021    | 640015347 | Sports Campus-Promotions     | PICTURE FRAMES        | 49.95     |           |            |
| VEN001820                                     | SQUARE, INC.               | GJPCARD0081176 | 10/5/2021    | 640015451 | Sports Campus-Computer Eq    | SCOREBOARD CONTRO     | 1,080.00  |           |            |
| 202936165                                     | AMAZON.COM, INC.           | GJPCARD0081184 | 10/5/2021    | 640015347 | Sports Campus-Promotions     | STAFF GIFT            | 29.97     |           |            |
| 455297111                                     | YETI COOLERS, LLC          | GJPCARD0081210 | 10/5/2021    | 640015347 | Sports Campus-Promotions     | STAFF GIFTS           | 855.79    |           |            |
| 813878272                                     | GO4ELLIS, LLC              | GJPCARD0081211 | 10/5/2021    | 640015349 | Sports Campus-Services       | ATHLETIC TRAINER      | 180.00    |           |            |
| VEN001810                                     | SOUTHWEST AIRLINES CO      | GJPCARD0081212 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | RACHEL NELSON TRAVE   | 321.95    |           |            |
| 820544687                                     | AMAZON.COM, INC.           | GJPCARD0081213 | 10/5/2021    | 640015224 | Sports Campus-Operating Su   | WRIGHTERS             | 69.98     |           |            |
| VEN001810                                     | SOUTHWEST AIRLINES CO      | GJPCARD0081226 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | SPORTS ETA CONFERE    | 479.96    |           |            |
| VEN009600                                     | Northstar Travel Meida LLC | GJPCARD0081231 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | TEAMS                 | -995.00   |           |            |
| 471165759                                     | ROOMROSTER LLC             | GJPCARD0081243 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | SPORTS ETA CONFERE    | 60.00     |           |            |
| 061424841                                     | TICKETS.COM, LLC           | GJPCARD0081255 | 10/5/2021    | 640015347 | Sports Campus-Promotions     | STAFF EVENT           | 2,100.00  |           |            |
| VEN001983                                     | Tractor Supply Company     | GJPCARD0081268 | 10/5/2021    | 640015224 | Sports Campus-Operating Su   | TRACTOR SUPPLY        | 10.97     |           |            |
| 582554149                                     | THE ROCKET SCIENCE GROUP,  | GJPCARD0081269 | 10/5/2021    | 640015350 | Sports Campus-Dues/Sub Fe    | MAILCHIMP             | 430.00    |           |            |
| 223598642                                     | MARINA DISTRIC DEV COLL    | GJPCARD0081286 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | TEAMS CONFERENCE      | 123.85    |           |            |
| VEN001337                                     | Menards                    | GJPCARD0081288 | 10/5/2021    | 640015343 | Sports Campus-Bldg Maint     | TAPCONS, WIPES, SPRA  | 22.45     |           |            |
| 223598642                                     | MARINA DISTRIC DEV COLL    | GJPCARD0081296 | 10/5/2021    | 640015334 | Sport Campus-Travel Training | TEAMS CONFERENCE      | 123.85    |           |            |
| Subtotal for Grand Park                       |                            |                |              |           |                              |                       | 6,289.93  |           |            |
| Sport Campus Indoor Event Ctr                 |                            |                |              |           |                              |                       |           |           |            |
| VEN000090                                     | AMERICAN AIRLINES          | GJPCARD0081067 | 10/5/2021    | 640023334 | GP Indoor-Travel/Training    | TEAMS                 | 163.00    |           |            |
| 820544687                                     | AMAZON.COM, INC.           | GJPCARD0081070 | 10/5/2021    | 640023451 | GP Indoor-Computer Equip     | DIGITAL SCREEN TECHN  | 462.10    |           |            |
| 824851425                                     | ADEMCO, INC.               | GJPCARD0081111 | 10/5/2021    | 640023343 | GP Indoor-Bldg Maint         | ELECTRONIC DOOR LAT   | 460.99    |           |            |
| 770430924                                     | PAYPAL                     | GJPCARD0081125 | 10/5/2021    | 640023343 | GP Indoor-Bldg Maint         | DOOR LOCK FILLER PLA  | 25.77     |           |            |
| 820544687                                     | AMAZON.COM, INC.           | GJPCARD0081197 | 10/5/2021    | 640023224 | GP Indoor-Operating Supplies | KEYBOARD              | 19.99     |           |            |
| VEN001810                                     | SOUTHWEST AIRLINES CO      | GJPCARD0081209 | 10/5/2021    | 640023334 | GP Indoor-Travel/Training    | SPORTSETA             | 321.95    |           |            |
| 820544687                                     | AMAZON.COM, INC.           | GJPCARD0081239 | 10/5/2021    | 640023224 | GP Indoor-Operating Supplies | KEYBOARD              | 47.99     |           |            |
| VEN000365                                     | Chapman Electric Supply    | GJPCARD0081289 | 10/5/2021    | 640023343 | GP Indoor-Bldg Maint         | FIRE EXIT SIGN BATTER | 17.50     |           |            |
| VEN009273                                     | MOOD PANDORA               | GJPCARD0081341 | 10/5/2021    | 640023349 | GP Indoor-Services           | MOOD PANDORA          | 28.84     |           |            |
| Subtotal for Sport Campus Indoor Event Ctr    |                            |                |              |           |                              |                       | 1,548.13  |           |            |
| Subtotal for Fund 640 Sports Campus Operating |                            |                |              |           |                              |                       | 7,838.06  |           |            |
| Posted Invoices Total                         |                            |                |              |           |                              |                       | 98,255.96 |           |            |



**ORDINANCE 21-42**  
**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF**  
**WESTFIELD, INDIANA FOR APPROPRIATION OF ADDITIONAL FUNDS**

**WHEREAS**, The City of Westfield, ("City") is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council ("Council"); and,

**WHEREAS**, it is the duty and the responsibility of the Council to maintain fiscal integrity of the finances of the City; and,

**WHEREAS**, at times it becomes necessary to transfer funds within the approved budget or appropriate additional funds as contemplated and authorized under I.C. § 36-4-7-8 to maintain that fiscal integrity; and,

**WHEREAS**, in 2020, the Common Council, through Ordinance 20-51, authorized the Clerk-Treasurer to "make any and all transfers necessary for the fiscal integrity of the City" without specification; and,

**WHEREAS**, the City has money in the General Fund in excess of the total certified appropriations for the current budget year; and,

**WHEREAS**, I.C. § 6-1.1-18-5 states that the proper officers of the political subdivision shall file a certified copy of the additional appropriation proposal and any other relevant information regarding funding the additional appropriation to the department of local government finance not later than fifteen (15) days after the adoption by the appropriate fiscal body; and,

**WHEREAS**, the City engages a variety of professionals for necessary services to assist with day-to-day operations and the efficient operation of the City. Throughout the course of this year, and because in part of certain consulting fees being charged to the administration's consulting funds as outlined in Exhibit A attached hereto, an additional appropriation is necessary for the City to pay its vendors for services rendered and to be rendered for the remainder of the year.

**NOW, THEREFORE, BE IT ORDAINED** by the Common Council of the City of Westfield, Indiana, that:

**Section 1.** The following additional appropriation to the Other Services and Charges major budget classification within the Administrative Department of the General Fund used for professional services purposes is hereby authorized, subject to laws governing the same and following a public hearing as required under I.C. § 6-1.1-18-5:



| <u>Fund Name</u> | <u>Budget Classification</u> | <u>Amount Requested</u> | <u>Amount Approved by Fiscal Body</u> |
|------------------|------------------------------|-------------------------|---------------------------------------|
| 101001330        | Adm-Attorney/Consultant      | \$ 318,000.00           | \$ _____                              |
| 101001331        | Adm-Consulting               | \$ 350,000.00           | \$ _____                              |

**Section 2.** Said funds shall be disbursed to pay for approved professional services invoices, excluding those professional fees that are not incurred at the request of the administration and that are in contravention of the City's adopted internal controls.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2021 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

### WESTFIELD CITY COUNCIL

| <u>Voting For</u>           | <u>Voting Against</u>       | <u>Abstain</u>              |
|-----------------------------|-----------------------------|-----------------------------|
| _____<br>Scott Willis       | _____<br>Scott Willis       | _____<br>Scott Willis       |
| _____<br>Jake Gilbert       | _____<br>Jake Gilbert       | _____<br>Jake Gilbert       |
| _____<br>Joe Edwards        | _____<br>Joe Edwards        | _____<br>Joe Edwards        |
| _____<br>Scott Frei         | _____<br>Scott Frei         | _____<br>Scott Frei         |
| _____<br>Mike Johns         | _____<br>Mike Johns         | _____<br>Mike Johns         |
| _____<br>Troy Patton        | _____<br>Troy Patton        | _____<br>Troy Patton        |
| _____<br>Cindy L. Spoljaric | _____<br>Cindy L. Spoljaric | _____<br>Cindy L. Spoljaric |



ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 21-42 was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 21-42

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

I hereby VETO ORDINANCE 21-42

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor



# Appropriations Report

| Posting Date | Document No. | G/L Account No.   | Fund No. | Source No.                  | Description             | Amount        |
|--------------|--------------|-------------------|----------|-----------------------------|-------------------------|---------------|
| 8/25/2021    | GJ08049      | Adm - Attorney/Cc | 101      |                             | Adm-Attorney/Consultant | \$ (8,000.00) |
| 8/25/2021    | GJ08049      | Adm - Attorney/Cc | 101      |                             | Adm-Attorney/Consultant | \$ 8,000.00   |
| 8/19/2021    | APP084782    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051274     | \$ 77,726.21  |
| 8/19/2021    | APP084781    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051275     | \$ 51,550.27  |
| 8/19/2021    | APP084780    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051276     | \$ 47,459.50  |
| 8/19/2021    | APP084779    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051253     | \$ 20,000.00  |
| 8/19/2021    | APP084779    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051253     | \$ 20,000.00  |
| 8/19/2021    | APP084779    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051253     | \$ 20,000.00  |
| 8/19/2021    | APP084778    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051254     | \$ 25,371.50  |
| 8/19/2021    | APP084778    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051254     | \$ 12,174.00  |
| 8/19/2021    | APP084778    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00051254     | \$ 10,583.50  |
| 7/20/2021    | APP083847    | Adm - Attorney/Cc | 101      | Webster & Garino            | Invoice API00050747     | \$ 18,664.50  |
| 6/8/2021     | APP082422    | Adm - Attorney/Cc | 101      | Krieg Devault LLP           | Invoice API00050032     | \$ 145,360.87 |
| 6/8/2021     | APP082415    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00050150     | \$ 20,000.00  |
| 6/8/2021     | APP082415    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00050150     | \$ 92,310.50  |
| 6/8/2021     | APP082415    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00050150     | \$ 64,928.80  |
| 4/6/2021     | APP080456    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00049349     | \$ 20,000.00  |
| 4/6/2021     | APP080456    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00049349     | \$ 170,409.03 |
| 3/2/2021     | APP079460    | Adm - Attorney/Cc | 101      | Webster & Garino            | Invoice API00048895     | \$ 45,900.70  |
| 3/2/2021     | APP079460    | Adm - Attorney/Cc | 101      | Webster & Garino            | Invoice API00048895     | \$ 48,375.47  |
| 1/5/2021     | APP077815    | Adm - Attorney/Cc | 101      | Thomson West                | Invoice API00048101     | \$ 175.57     |
| 1/5/2021     | APP077813    | Adm - Attorney/Cc | 101      | Faegre Dringer Biddle &     | Invoice API00048130     | \$ 476.00     |
| 1/5/2021     | APP077810    | Adm - Attorney/Cc | 101      | Taft                        | Invoice API00048083     | \$ 11,919.00  |
| 44,447.00    | APP085400    | Adm - Consulting  | 101.00   | BKD, LLC                    | Invoice API00051329     | \$ 36,480.00  |
| 9/8/2021     | APP085399    | Adm - Consulting  | 101      | BKD, LLC                    | Invoice API00051330     | \$ 43,155.00  |
| 9/8/2021     | APP085398    | Adm - Consulting  | 101      | BKD, LLC                    | Invoice API00051331     | \$ 52,631.00  |
| 9/8/2021     | APP085397    | Adm - Consulting  | 101      | BKD, LLC                    | Invoice API00051332     | \$ 37,250.00  |
| 9/8/2021     | APP085393    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00050892     | \$ 828.75     |
| 9/8/2021     | APP085393    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00050892     | \$ 100.00     |
| 9/8/2021     | APP085393    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00050892     | \$ 1,638.75   |
| 8/27/2021    | APP084955    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 8/25/2021    | GJ08052      | Adm - Consulting  | 101      |                             | Adm-Consulting          | \$ (8,000.00) |
| 8/25/2021    | GJ08049      | Adm - Consulting  | 101      |                             | Adm-Consulting          | \$ 8,000.00   |
| 8/25/2021    | GJ08049      | Adm - Consulting  | 101      |                             | Adm-Consulting          | \$ (8,000.00) |
| 8/18/2021    | APP084749    | Adm - Consulting  | 101      | Webster & Garino            | Invoice API00051209     | \$ 20,318.00  |
| 7/28/2021    | APP084039    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 7/2/2021     | APP083374    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 6/22/2021    | APP082967    | Adm - Consulting  | 101      | Webster & Garino            | Invoice API00050153     | \$ 2,864.31   |
| 6/22/2021    | APP082966    | Adm - Consulting  | 101      | Webster & Garino            | Invoice API00050152     | \$ 4,000.00   |
| 6/22/2021    | APP082966    | Adm - Consulting  | 101      | Webster & Garino            | Invoice API00050152     | \$ 4,000.00   |
| 6/8/2021     | APP082425    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049902     | \$ 637.50     |
| 6/8/2021     | APP082425    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049902     | \$ 4,422.50   |
| 6/7/2021     | APP082272    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 5/4/2021     | APP081266    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049240     | \$ 7,791.25   |
| 5/4/2021     | APP081266    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049240     | \$ 255.00     |
| 5/4/2021     | APP081266    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049240     | \$ 4,055.00   |
| 5/4/2021     | APP081265    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049606     | \$ 4,397.50   |
| 5/4/2021     | APP081265    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049606     | \$ 2,167.50   |
| 5/4/2021     | APP081265    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049606     | \$ 3,652.50   |
| 5/4/2021     | APP081262    | Adm - Consulting  | 101      | Webster & Garino            | Invoice API00049556     | \$ 13,908.50  |
| 5/4/2021     | APP081261    | Adm - Consulting  | 101      | Webster & Garino            | Invoice API00049555     | \$ 36,309.50  |
| 5/4/2021     | APP081260    | Adm - Consulting  | 101      | Webster & Garino            | Invoice API00049554     | \$ 3,534.00   |
| 5/3/2021     | APP081218    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 4/6/2021     | APP080433    | Adm - Consulting  | 101      | Financial Solutions Groi    | Invoice API00049211     | \$ 13,205.00  |
| 4/6/2021     | APP080431    | Adm - Consulting  | 101      | BKD, LLC                    | Invoice API00049138     | \$ 49,113.00  |
| 4/6/2021     | APP080430    | Adm - Consulting  | 101      | BKD, LLC                    | Invoice API00049137     | \$ 3,591.00   |
| 3/31/2021    | APP080232    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 3/15/2021    | APP079759    | Adm - Consulting  | 101      | Barnes & Thornburg LLI      | Invoice API00048920     | \$ 5,000.00   |
| 3/15/2021    | APP079758    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049013     | \$ 637.50     |
| 3/15/2021    | APP079758    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049013     | \$ 9,498.75   |
| 3/15/2021    | APP079758    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00049013     | \$ 100.00     |
| 3/2/2021     | APP079446    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048884     | \$ 1,325.00   |
| 3/2/2021     | APP079445    | Adm - Consulting  | 101      | BKD, LLC                    | Invoice API00048897     | \$ 18,581.00  |
| 3/2/2021     | APP079444    | Adm - Consulting  | 101      | Baker Tilly Municipal At    | Invoice API00048900     | \$ 45,095.65  |
| 2/25/2021    | APP079274    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 2/9/2021     | APP078806    | Adm - Consulting  | 101      | Barnes & Thornburg LLI      | Invoice API00048536     | \$ 5,000.00   |
| 2/2/2021     | APP078636    | Adm - Consulting  | 101      | VEN003309                   | Invoice API00048534     | \$ 9,750.00   |
| 2/1/2021     | APP078583    | Adm - Consulting  | 101      | Bose McKinney & Evan: Order | PO004041                | \$ 3,500.00   |
| 2/1/2021     | APP078580    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048468     | \$ 892.50     |
| 2/1/2021     | APP078580    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048468     | \$ 1,466.25   |
| 2/1/2021     | APP078580    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048468     | \$ 255.00     |
| 2/1/2021     | APP078580    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048468     | \$ 3,187.50   |
| 2/1/2021     | APP078580    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048468     | \$ 2,488.75   |
| 2/1/2021     | APP078579    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048502     | \$ 1,065.00   |
| 1/5/2021     | APP077818    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048167     | \$ 4,845.00   |
| 1/5/2021     | APP077818    | Adm - Consulting  | 101      | O.W. Krohn                  | Invoice API00048167     | \$ 1,147.50   |

\$112,940.67

\$84,934.31

Total \$ 197,874.98





**ORDINANCE NUMBER 21-XX**

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON  
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE  
UNIFIED DEVELOPMENT ORDINANCE**

**“TownerRun PUD”**

This is a Planned Unit Development District Ordinance, to be known as the TOWNERUN PLANNED UNIT DEVELOPMENT (the “**Ordinance**”), to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the “**UDO**”), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code§ 36-7-4 et seq., as amended.

WHEREAS, the City of Westfield, Indiana (the “**City**”) and the Township of Washington, both of Hamilton County, Indiana are subject to the Unified Development Ordinance;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “**Commission**”) considered a petition (Petition No. XXXX-PUD-XX), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the “**Real Estate**”);

WHEREAS, the Commission forwarded Petition No. XXXX-PUD-XX to the Common Council of the City of Westfield, Hamilton County, Indiana (the “**Council**”) with a favorable recommendation (Vote: X in favor, X opposed) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code§ 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on XXXX X, 2021;

WHEREAS, the Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code § 36-7-4-1512 concerning any action on this request; and

NOW, THEREFORE, BE IT ORDAINED by the Council, meeting in regular session, that the UDO and Zoning Map are hereby amended as follows:

Section 1.     Applicability of Ordinance.

- 1.1     The UDO and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the “TowneRun Planned Unit Development District” (the “**District**”).
- 1.2     Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the UDO, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3     Chapter (“**Chapter**”) and Article (“**Article**”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the UDO.
- 1.4     All provisions and representations of the UDO that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2.     Definitions. Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the UDO.

- 2.1     “**Different Color Package**” The Subject Townhome Building’s Dominant Exterior Material color shall be at least two (2) shades different to be a Different Color Package. Color shades shall be identified according to the “Sherwin Williams Color Prime System” or its successor system consistent with the “Munsell Color Theory.”
- 2.2     “**Dominant Exterior Material**” The Exterior Material that occupies the most surface area (compared to other Exterior Materials) of a Front Building Façade, exclusive of doors, windows and garage doors. The Dominant Exterior Material shall be identified on the elevations filed as part of an application for an improvement location permit.
- 2.3     “**Exterior Material**” The separate architectural siding materials and patterns on a Front Building Façade such as Masonry Materials, horizontal siding, shake siding, vertical siding, and board & batten siding (each of the foregoing are examples of separate Exterior Materials).
- 2.4     “**Subject Townhome Building**” A Building containing Townhouse Dwellings that is the subject of an application for an improvement location permit.

Section 3.     Concept Plan. The concept plan, attached hereto as Exhibit B (the “**Concept Plan**”), is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan.

- 3.1 The District is hereby divided into three (3) areas, as depicted on the Concept Plan and labeled as “**Mixed Use Hub**,” “**Townhome Hub**” and “**Lifestyle Amenities Hub**” (individually or collectively, the “**Area**” or “**Areas**”).
- 3.2 Development of each Area shall be regulated as set forth in this Ordinance.
- 3.3 The boundaries of the Areas shall be developed in substantial compliance with the Concept Plan. The final layouts and site plans within the Areas shall be subject to the terms of this Ordinance and may vary from the depictions shown in the Concept Plan.

Section 4. Underlying Zoning District(s). The Underlying Zoning District of the Townhome Hub and the Lifestyle Amenities Hub shall be the SFA: Single-family Attached District, and the Mixed Use Hub shall be the LB: Local and Neighborhood Business District (the “**Underlying Zoning Districts**”).

Section 5. Permitted Uses. The uses identified in this Section (the “**Permitted Uses**”), shall be permitted in the Areas.

- 5.1 The following uses shall be permitted in Mixed Use Hub:
- A. Bed and Breakfast (B&B)
  - B. Childcare / daycare centers
  - C. Health, fitness and exercise center
  - D. Office, General Services
  - E. Office, Medical
  - F. Office, Professional
  - G. Restaurant, Sit Down
  - H. Restaurant, Specialty
  - I. Restaurant, Takeout and Deli-style
  - J. Retail, Low Intensity
  - K. Retail, Medium Intensity
  - L. Development Amenities
- 5.2 Townhome Hub: A maximum number of 180 Townhouse Dwellings shall be permitted.
- 5.3 Lifestyle Amenities Hub: Development Amenities.

Section 6. General Regulations. The standards of Chapter 4 Zoning Districts, as applicable to the respective Underlying Zoning Districts, shall apply to the development of the Real Estate, except as otherwise modified below.

- 6.1 Mixed Use Hub Development Standards: The following development standards shall be applicable to any Building within the Mixed Use Hub:



- A. Article 4.16(E) shall not apply. There shall be no zoning setback requirements within the Mixed Use Hub Area.
- B. Article 4.16(G) shall not apply. Instead the following Maximum Building Height standards shall apply: Two (2) Stories.

6.2 Townhome Hub Development Standards: The following development standards shall be applicable to any Building constructed within the Townhome Hub Area:

|                                               |            |
|-----------------------------------------------|------------|
| Minimum Lot Area                              | No Minimum |
| Minimum Lot Frontage                          | No Minimum |
| Minimum Building Setback*                     |            |
| Front Yard                                    | 0'         |
| Side Yard                                     | 0'         |
| Rear Yard                                     | 0'         |
| Minimum Perimeter Building Setback            | 20'        |
| Minimum Distance Between Buildings            | 20'        |
| Maximum Lot Coverage                          | No Maximum |
| Minimum Lot Width                             | No Minimum |
| Maximum Dwelling Units Per Building           | 6          |
| Maximum Building Height                       | 3 Stories  |
| Minimum Living Area (Total) Per Dwelling Unit | 1,500 SF   |

\*Each Townhouse Dwelling shall provide a driveway with a minimum length of twenty (20) feet as measured between the garage door and : (i) the Street right-of-way line, if the driveway is accessed from a Street; or (ii) the edge of pavement, if the driveway is accessed from an Alley.

6.4 Lifestyle Amenities Hub Development Standards: The following development standards shall be applicable to any Building within the Lifestyle Amenities Hub.

- A. Article 4.16(E) shall not apply. Instead, the following minimum setbacks shall apply: No Building shall be constructed within sixty (60) feet of the west property line of the District. There shall be no other zoning setback requirements within the Lifestyle Amenities Hub Area.
- B. Article 4.16(G) shall not apply. Instead the following Maximum Building Height standards shall apply: One (1) Story.

Section 7. Overlay District. The Architectural Design Requirements of the State Highway 32 Overlay Zone, Article 5.3(K) of the UDO (the “**Overlay Architectural Standards**”), shall apply to the Mixed Use Hub.

Section 8. Development Standards. The standards of Chapter 6 Development Standards of the UDO shall apply to the development of the Real Estate, except as otherwise modified below.

- 8.1 Article 6.1 Accessory Buildings: Shall apply; however, Article 6.1(H)(2) Screening of Receptacles and Loading Areas shall be modified to permit enclosures to be located within an Established Front Yard along a Street other than 146<sup>th</sup> Street and Towne Road.
- 8.2 Article 6.3 Architectural Standards:
- A. Mixed Use Hub. Article 6.3 Architectural Standards shall not apply to the Mixed Use Hub. Instead, the Overlay Architectural Standards (incorporated in Section 7 of this Ordinance) shall be supplemented by the images attached hereto as Exhibit C, which are intended to conceptually illustrate the anticipated character and quality of the Buildings to be constructed within Mixed use Hub.
- B. Townhome Hub. Article 6.3 Architectural Standards shall apply to the Townhome Hub Area, except as modified below. The following architectural standards shall apply in the Townhome Hub Area:
1. Elevations: The Townhouse Dwellings shall be constructed in substantial compliance with Exhibit D (the “**Townhome Elevations**”). To the extent the applicable architectural standards of the UDO conflict with the Townhome Elevations, the Townhome Elevations shall prevail.
  2. Building Materials: Vinyl and aluminum siding shall be prohibited.
  3. Garages: All Dwellings shall have a minimum two (2) car attached garage.
  4. Variation: Townhome Buildings immediately adjacent to and immediately across the street from the Subject Townhome Building shall be a Different Color Package than the Subject Townhome Building.
- 8.3 Article 6.8 Landscaping Standards: Shall apply, except as otherwise modified or enhanced below:
1. Townhome Hub Area Only:
    - a. Street Trees: Article 6.8(J) Street Trees shall not apply.
    - b. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified and enhanced below:
      - i. At a minimum, all Established Front Yards shall be sodded and the remainder of the Lot shall be seeded.

- ii. A minimum of: one (1) Shade Tree and four (4) Shrubs shall be required per Townhouse Dwelling.
- iii. Each Townhouse Dwelling on a Corner Lot shall have one (1) additional Shade Tree in the Front Yard adjacent to the side elevation of the Dwelling.

2. Mixed Use Hub Only:

- a. Street Trees: Article 6.8(J) Street Trees shall not apply.
- b. External Street Frontage: Article 6.8(M) External Street Frontage Landscaping Requirements shall not apply.

3. Buffer Yards and External Street Frontage Landscaping. Buffer Yard landscaping along the west and north boundaries of the District shall be provided in substantial compliance with the Concept Plan. External Street Frontage landscaping shall not be required in the Mixed Use Hub Area. Relocation of plant materials within Buffer Yards and External Street Frontage Areas shall be permitted as part of the Development Plan approval.

4. Tree Preservation. Any trees within ten (10) feet of the west and north boundary of the District, that are in good health and not otherwise required to be removed for environmental reasons, shall be preserved in accordance with Article 6.8, Landscaping Standards of the UDO. Existing trees in this area shall not be disturbed by the Developer unless required by the City, or for drainage/utility installation.

8.4 Sign Standards.

- A. Article 6.17(J)(2) Monument Sign(s) (Center Only) shall be modified to permit up to two (2) Nonresidential Center Monument Signs (one along 146<sup>th</sup> Street and one along Towne Road), each in compliance with the standards set for in Article 6.17(J)(2)(a)(ii).
- B. Article 6.17(J)(8)(a) Sign Area shall be modified to permit Outlots within the Nonresidential Center to have one (1) square foot of sign area for each one (1) linear foot of building.

8.5 Parking and Loading Standards.

- A. Article 6.14(G)(5) is hereby modified to permit up to 20% of all parking spaces required in the District to be a minimum of 8' wide and 18' deep to accommodate compact cars.

- B. Parking Space requirements shall be determined by the Director based upon data supplied by the Applicant in response to traffic and parking data requested to be furnished with the application for a Detailed Development Plan.

Section 9.     Infrastructure Standards. The District's infrastructure shall comply with the UDO and the City's Construction Standards (see Chapter 7 Subdivision Regulations) unless otherwise approved by the Department of Public Works.

Section 10.   Duration. Failure to obtain a Secondary Plat / Construction Plan approval in the District by January 1, 2027 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification of the Real Estate to revert to the AG-SF1 District.

Section 11.   Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

**ALL OF WHICH IS ORDAINED/RESOLVED THIS XX DAY OF XXXX, 2021.**

**WESTFIELD CITY COUNCIL**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
James Edwards

\_\_\_\_\_  
James Edwards

\_\_\_\_\_  
James Edwards

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Mike Johns

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Mike Johns

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Mike Johns

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Troy Patton

\_\_\_\_\_  
Troy Patton

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Troy Patton

\_\_\_\_\_  
Cindy L. Spoljaric

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Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE XX-XX** was delivered to the Mayor of Westfield on the XX day of XXXX, 2021, at \_\_\_\_\_ m.

---

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 21-XX**

this \_\_\_\_\_ day of XXXX, 2021.

I hereby VETO **ORDINANCE 21-XX**

this \_\_\_\_\_ day of XXXX, 2021.

---

J. Andrew Cook, Mayor

---

J. Andrew Cook, Mayor

This document prepared by: Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana 46074, (317) 773-2190.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Matthew S. Skelton.

**EXHIBIT A**  
**Legal Description**

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 03 EAST, OF THE SECOND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA, BEING THAT TRACT OF LAND SHOWN ON THE PLAT OF SURVEY CERTIFIED BY TERRY D. WRIGHT, INDIANA REGISTERED PROFESSIONAL LAND SURVEYOR LS#9700013 ON APRIL 23, 2021 BY HAMILTON DESIGNS, LLC PROJECT NUMBER 2021-0106 (ALL REFERENCES TO MONUMENTS AND COURSES HEREIN AS SHOWN ON SAID PLAT OF SURVEY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 750.00 FEET ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THE FOLLOWING 11 CALLS FOLLOW THE NORTH LINE OF THE RIGHT OF WAY GRANT DESCRIBED IN INSTRUMENT # 2016013973 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY;

- 1) THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST 50.58 FEET;
- 2) THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS EAST 45.85 FEET;
- 3) THENCE SOUTH 89 DEGREES 48 MINUTES 55 SECONDS WEST 5.39 FEET;
- 4) THENCE IN A SOUTHWESTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 219.87 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 56 MINUTES 18 SECONDS WEST AND A CHORD DISTANCE OF 311.07, HAVING A CENTRAL ANGLE OF 90 DEGREES 02 MINUTES 38 SECONDS AND AN ARC LENGTH OF 345.55;
- 5) THENCE SOUTH 03 DEGREES 06 MINUTES 12 SECONDS EAST 93.98 FEET;
- 6) THENCE IN A SOUTHWESTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 145.10 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 46 MINUTES 18 SECONDS WEST AND A CHORD DISTANCE OF 204.44, HAVING A CENTRAL ANGLE OF 89 DEGREES 34 MINUTES 20 SECONDS AND AN ARC LENGTH OF 226.84;
- 7) THENCE NORTH 88 DEGREES 35 MINUTES 56 SECONDS WEST 95.30 FEET;
- 8) THENCE NORTH 73 DEGREES 42 MINUTES 13 SECONDS WEST 52.20 FEET;
- 9) THENCE SOUTH 89 DEGREES 35 MINUTES 50 SECONDS WEST 75.00 FEET;
- 10) THENCE SOUTH 72 DEGREES 53 MINUTES 53 SECONDS WEST 52.20 FEET;
- 11) THENCE SOUTH 89 DEGREES 35 MINUTES 50 SECONDS WEST 409.99 FEET TO THE EAST LINE OF INSTRUMENT #200100027371 IN SAID RECORDER'S OFFICE; THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST 985.64 FEET ALONG SAID EAST LINE; THENCE

NORTH 89 DEGREES 30 MINUTES 46 SECONDS EAST 183.94 FEET TO THE SOUTHEAST CORNER OF INSTRUMENT #200200010702; THENCE NORTH 89 DEGREES 30 MINUTES 14 SECONDS EAST 396.72 FEET TO A SOUTHEASTERN CORNER OF INSTRUMENT #2021015916; THE FOLLOWING 4 CALLS FOLLOW AN EASTERN AND SOUTHERN LINE OF SAID INSTRUMENT;

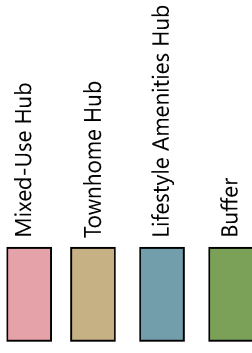
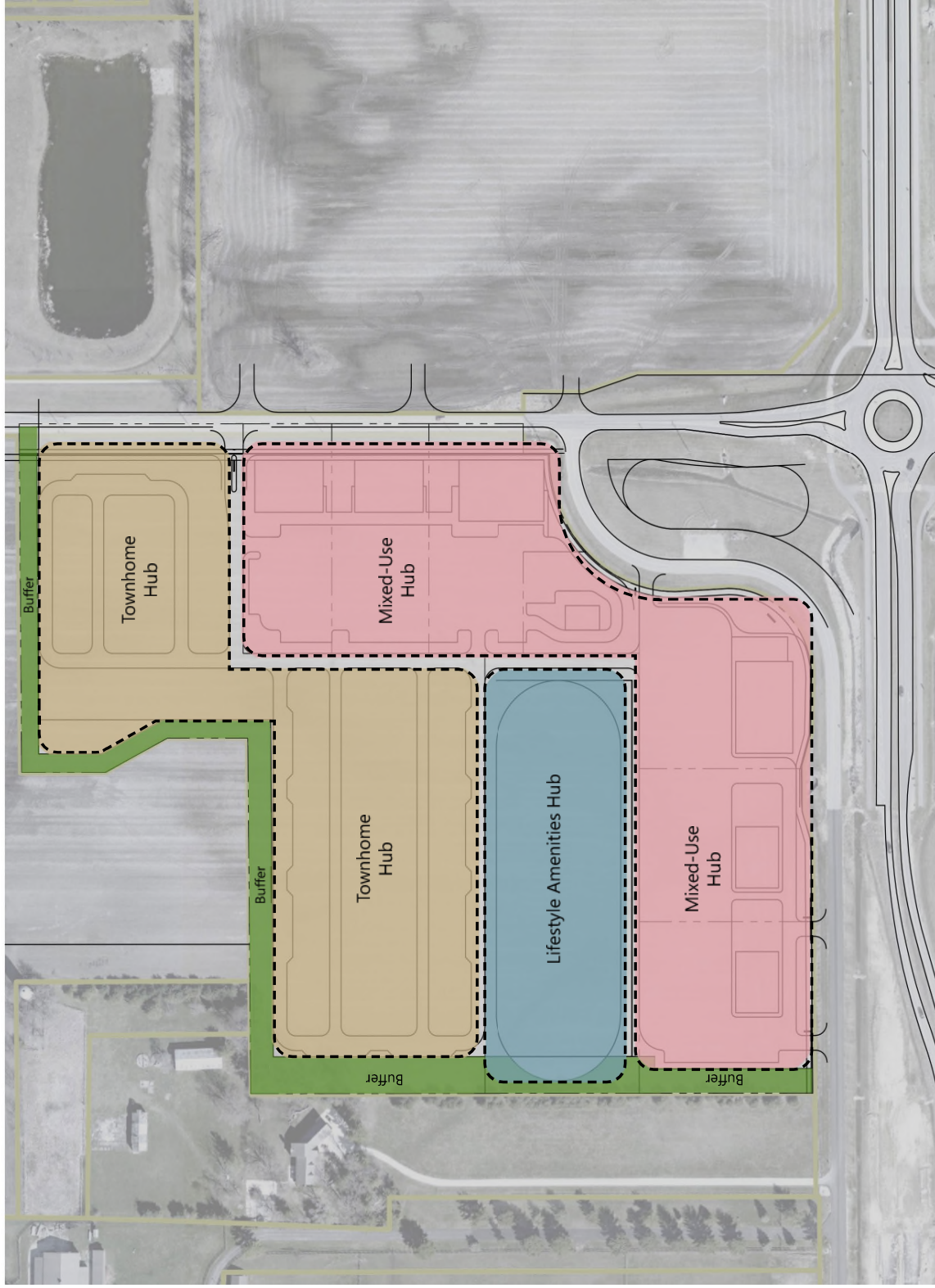
- 1) THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 141.35 FEET;
- 2) THENCE NORTH 27 DEGREES 18 MINUTES 29 SECONDS WEST 121.54 FEET;
- 3) THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST 146.55 FEET;
- 4) THENCE NORTH 89 DEGREES 33 MINUTES 30 SECONDS EAST 570.80 FEET TO THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 884.07 FEET ON AND ALONG SAID SECTION LINE TO THE POINT OF BEGINNING; CONTAINING 26.94 ACRES MORE OR LESS.



**EXHIBIT B**

**Concept Plan**

The “Concept Plan” appears on the following two (2) pages of this exhibit.







W 146th St

Towne Rd



## EXHIBIT C

### Mixed Use Hub Illustrative Images (Page 1 of 3)





## EXHIBIT C

### Mixed Use Hub Illustrative Images (Page 2 of 3)



## EXHIBIT C

### Mixed Use Hub Illustrative Images (Page 3 of 3)



**EXHIBIT D**

**Townhome Elevations**

The “Townhome Elevations” appear on the following two (2) pages of this exhibit.





## Townhomes Architecture



M/I HOMES



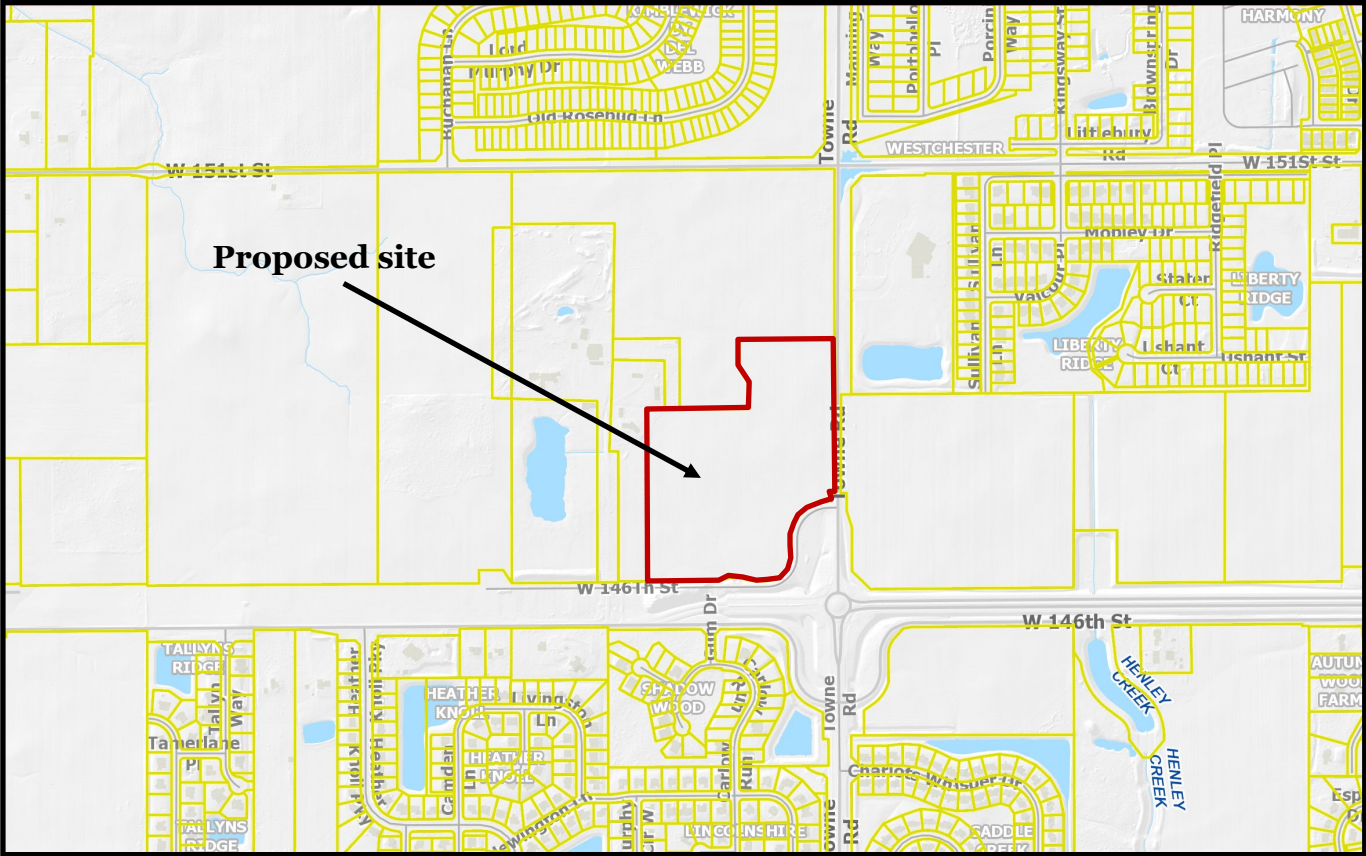
# Townhomes Architecture



M/I HOMES

# TOWNERUN PUD

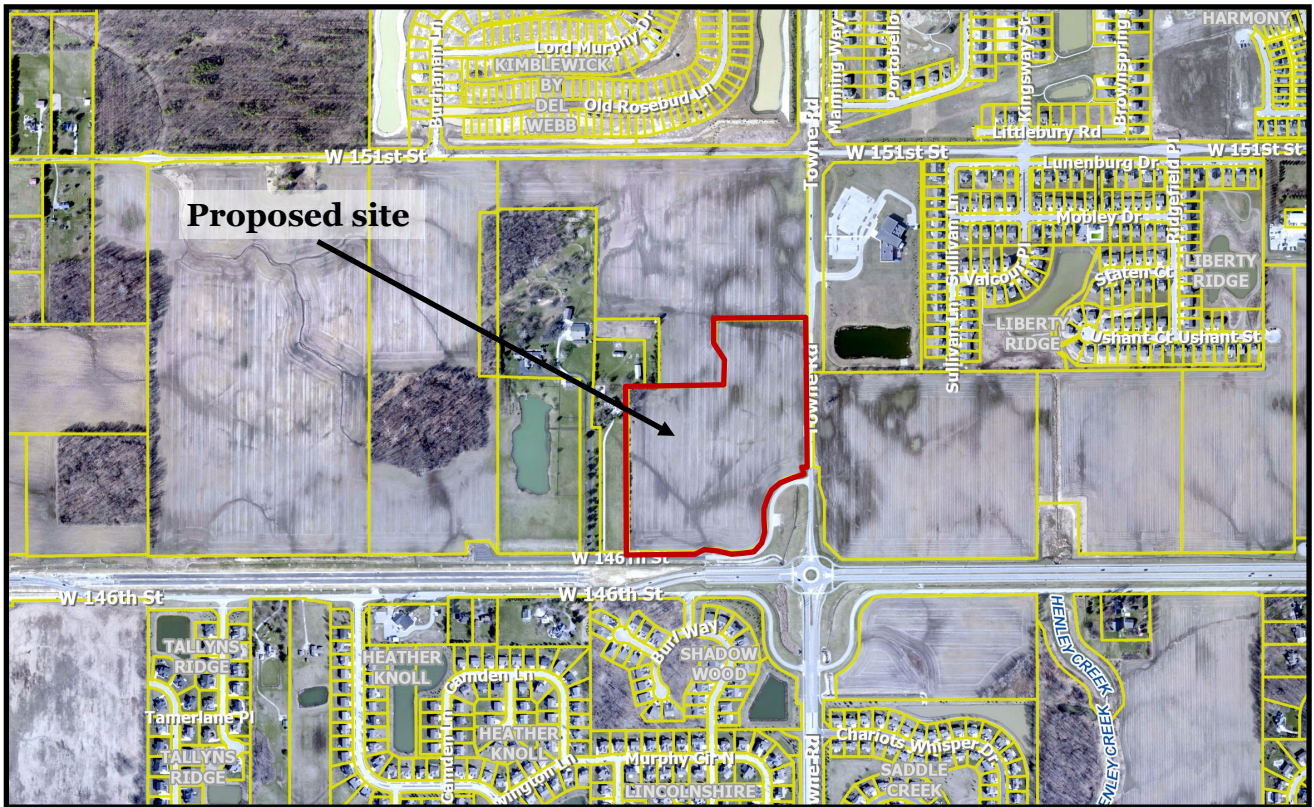
## VICINITY MAP





# TOWNERUN PUD

## VICINITY MAP







W 146th St

Towne Rd



## **EXHIBIT C**

### **Mixed Use Hub Illustrative Images (Page 1 of 3)**



## EXHIBIT C

### Mixed Use Hub Illustrative Images (Page 2 of 3)





## EXHIBIT C

### Mixed Use Hub Illustrative Images (Page 3 of 3)



## Townhomes Architecture



M/I HOMES



# Townhomes Architecture



M/I HOMES

# **Narrative Statement**

## **TowneRun PUD**

### **Northwest corner 146<sup>th</sup> Street and Towne Road**

LOR Commercial Development is proud to introduce Towne Run, a proposed Planned Unit Development on 27 acres at the northwest corner of Towne Road and West 146<sup>th</sup> Street. Towne Run will feature a diverse mixture of retail, restaurant, office and townhome uses containing amenities for the community, customers, and residents.

The mixed-use hubs along the streets will offer neighborhood-oriented retail and restaurants with outdoor dining and may also include health and wellness and professional offices. The townhome component will feature attached three-story owner-occupied residences, most of which will be alley-fed. The lifestyle amenities hub will contain water features, park benches and walking trails.

Towne Run will become an impressive part of Westfield's southwestern gateway. It is designed to be complementary to surrounding land uses and will offer much-desired live-work opportunities while creating synergy, vibrancy, and promoting social interaction and long-term sustainability.

**ORDINANCE NUMBER 21-39**

**MIDLAND SOUTH PUD DISTRICT AMENDMENT 1**

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE**

This is a Planned Unit Development District Ordinance (to be known as the “**MIDLAND SOUTH PUD DISTRICT AMENDMENT 1**”) to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the “Unified Development Ordinance”), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code §36-7-4 et seq., as amended.

**WHEREAS**, the City of Westfield, Indiana (the “City”) and the Township of Washington, both of Hamilton County, Indiana are subject to the Unified Development Ordinance;

**WHEREAS**, The Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) enacted Ordinance 21-07, the Midland South Planned Unit Development Ordinance on April 26, 2021 (the “Midland South PUD”);

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (Petition No. 2110-PUD-25), requesting an amendment to the Unified Development Ordinance and the Midland South PUD with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the “Real Estate”);

**WHEREAS**, the Commission forwarded Petition No. 2110-PUD-25 to the Common Council with a favorable recommendation (7-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on October 5, 2021;

**WHEREAS**, the Common Council is subject to the provision of the Indiana Code §36-7-4-1512 concerning any action on this request.

**NOW, THEREFORE, BE IT ORDAINED** by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the Unified Development Ordinance is hereby amended as follows:

**Section 1. Applicability of Ordinance.**

- 1.1 All provisions and representations of the Unified Development Ordinance and Midland South PUD that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the provisions of the Midland South PUD and its Exhibits, and (iii) the provisions of the Unified Development Ordinance (the “UDO”), as amended by the Midland PUD District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Midland PUD, as amended.
- 1.3 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

**Section 2.**     **General Regulations.** The General Regulations, Section 6.2 of the Midland South PUD shall apply to the development of the Real Estate except as modified below:

- 2.1 Maximum Building Height – 39.5’

*[Remainder of page intentionally left blank, signature page follows]*

ALL OF WHICH IS ORDAINED/RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

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Jake Gilbert

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James J. Edwards

\_\_\_\_\_  
James J. Edwards

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James J. Edwards

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Scott Frei

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Scott Frei

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Scott Frei

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Mike Johns

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Mike Johns

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Mike Johns

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Cindy L. Spoljaric

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Cindy L. Spoljaric

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Cindy L. Spoljaric

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Neil Goradia

I hereby certify that **ORDINANCE 21-39** was delivered to the Mayor of Westfield on the \_\_\_\_ day

of \_\_\_\_\_, 2021, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby APPROVE **ORDINANCE 21-39** I hereby VETO **ORDINANCE 21-39**

This \_\_\_\_ day of \_\_\_\_\_, 2021 This \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

This document prepared by: Neil Goradia  
Apollo Developers LLC  
12941 Coyote Run  
Fishers, IN 46038

**SCHEDULE OF EXHIBITS**

Exhibit A      Real Estate

**Exhibit A**

**Legal Description of Real Estate**

TRACT 1:

A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST, LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING) 981.75 FEET ON AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 392.5 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 218.14 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 320 FEET TO THE SOUTH RIGHT WAY LINE OF THE CENTRAL INDIANA RAILROAD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 218.14 FEET ON AND ALONG THE SOUTH RIGHT OF WAY LINE OF THE CENTRAL INDIANA RAILROAD THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 320 FEET TO THE POINT BEGINNING. CONTAINING 1.60 ACRES MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OR RECORD.

TRACT 2:

PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER 981.75 FEET; THENCE



NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 756.61 FEET TO A P.K. NAIL; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 160.00 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012" AND THE PLACE OF BEGINNING OF THE WITHIN DESCRIBED REAL ESTATE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 160.00 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012" ON THE SOUTH RIGHT-OF-WAY LINE OF THE CENTRAL INDIANA RAILROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON SAID RIGHT-OF-WAY LINE 145.97 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012"; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 160.00 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 145.97 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.535 ACRE, MORE OR LESS.

EXCEPTING THEREFROM THAT PART CONVEYED TO THE CITY OF WESTFIELD, INDIANA, BY WARRANTY DEED RECORDED JUNE 3, 2010 AS DOCUMENT 2010024352, DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST, LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION, NORTH 00 DEGREES 06 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 1323.98 FEET TO THE CENTER LINE OF THE FORMER RIGHT-OF-WAY OF THE CENTRAL INDIANA RAILROAD (AKA WHITE RIVER WESTFIELD AND NOBLESVILLE RR); THENCE ALONG THE CENTERLINE OF SAID FORMER RAILROAD, NORTH 89 DEGREES 43 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 610.64 FEET TO THE INTERSECTION OF SAID CENTER LINE AND THE EXTENSION OF THE OWNER'S WEST LINE AND ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTER LINE, NORTH 89 DEGREES 43 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 125.45 FEET TO THE INTERSECTION OF SAID CENTER

LINE AND THE WEST RIGHT-OF-WAY LINE OF CHERRY STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 19 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER RAILROAD; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 43 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 125.45 FEET TO THE OWNER'S WEST LINE; THENCE ALONG THE EXTENSION OF THE OWNER'S WEST LINE, NORTH 00 DEGREES 19 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3,136 SQUARE FEET OR 0.072 ACRES, MORE OR LESS.

TRACT 3:

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST DESCRIBED AS FOLLOWS: BEGIN ON THE WEST LINE OF SAID SECTION 6, FORTY-TWO POLES SOUTH OF THE NORTHWEST CORNER, THENCE SOUTH 68 DEGREES EAST 16 POLES 4 LINKS, THENCE EAST 10 POLES, THENCE SOUTH 29 POLES, THENCE WEST 10 FEET AS A STARTING POINT, THENCE NORTH 320 FEET, THENCE WEST 151 FEET, THENCE SOUTH 320 FEET, THENCE EAST 151 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPT THAT PART CONVEYED TO THE CITY OF WESTFIELD, INDIANA, BY WARRANTY DEED RECORDED JUNE 3, 2010 AS DOCUMENT 2010024354, DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST, LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION, NORTH 00 DEGREES 19 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 1323.98 FEET TO THE CENTERLINE OF THE FORMER RIGHT-OF-WAY OF THE CENTRAL INDIANA RAILROAD (AKA WHITE RIVER

WESTFIELD AND NOBLESVILLE RR); THENCE ALONG SAID CENTERLINE, NORTH 89 DEGREES 43 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 249.71 FEET TO THE INTERSECTION OF SAID CENTERLINE AND THE EXTENSION OF THE OWNER'S WEST PROPERTY LINE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 142.79 FEET TO THE INTERSECTION OF SAID CENTERLINE AND THE EXTENSION OF THE OWNER'S EAST PROPERTY LINE; THENCE ALONG SAID EXTENDED EAST LINE, SOUTH 00 DEGREES 19 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER RAILROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 43 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 142.93 FEET TO THE WEST LINE OF THE OWNER'S LAND; THENCE ALONG THE EXTENSION OF SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3,571 SQUARE FEET OR 0.082 ACRES, MORE OR LESS.

TRACT 4:

PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING) 981.75 FEET ON AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 610.64 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 145.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 320 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CENTRAL INDIANA RAILROAD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 145.97 FEET ON AND ALONG THE SOUTH RIGHT OF WAY LINE OF THE CENTRAL INDIANA RAILROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 320.00 FEET TO THE

POINT OF BEGINNING.

EXCEPTING:

PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER 981.75 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 756.61 FEET TO A P.K. NAIL; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 160.00 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012" AND THE PLACE OF BEGINNING OF THE WITHIN DESCRIBED REAL ESTATE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 160.00 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012" ON THE SOUTH RIGHT-OF-WAY LINE OF THE CENTRAL INDIANA RAILROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON SAID RIGHT-OF-WAY LINE 145.97 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012"; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 160.00 FEET TO A 5/8 INCH DIAMETER RE-BAR WITH A CAP STAMPED "WEIHE ENGR. LS 0012"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 145.97 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.535 ACRE, MORE OR LESS.



## *Westfield City Council Report*

|                              |                                                                                                                                                                                                                                           |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Petition Number:</b>      | 2110-PUD-25                                                                                                                                                                                                                               |
| <b>Project Name:</b>         | Midland South                                                                                                                                                                                                                             |
| <b>Subject Site Address:</b> | Northwest corner of Roosevelt Street and Cherry Street (the “Property”)                                                                                                                                                                   |
| <b>Petitioner:</b>           | Old Town Companies                                                                                                                                                                                                                        |
| <b>Representative:</b>       | Apollo Developers                                                                                                                                                                                                                         |
| <b>Request:</b>              | An amendment to the Midland South PUD modifying 3.37 acres +/- to increase the maximum building height from 35 feet to 39.5 feet.                                                                                                         |
| <b>Current Zoning:</b>       | Midland South PUD                                                                                                                                                                                                                         |
| <b>Current Land Use:</b>     | Residential                                                                                                                                                                                                                               |
| <b>Approximate Acreage:</b>  | 3.37 acres +/-                                                                                                                                                                                                                            |
| <b>Property History:</b>     | Midland South PUD ( <a href="#">Ord. 21-07</a> , 04/19/2021)<br>Overall Development Plan (2108-ODP-20, 08/16/2021)<br>Primary Plat (2108-SPP-20, 08/16/2021)<br>Detailed Development Plan (2018-DDP-34, pending)                          |
| <b>Exhibits:</b>             | <ol style="list-style-type: none"><li>1. Staff Report</li><li>2. <a href="#">Location Map</a></li><li>3. Proposed Ordinance 21-39</li><li>4. <a href="#">Elevations</a></li><li>5. <a href="#">Neighborhood Meeting Summary</a></li></ol> |
| <b>Staff Reviewer:</b>       | Rachel Riemenschneider, Associate Planner                                                                                                                                                                                                 |

---

### **PETITION HISTORY**

The petition was introduced at the September 13, 2021, City Council meeting. The petitioner hosted a virtual neighbor meeting on September 29, 2021. A summary of that meeting has been provided by the petitioner and is included as **Exhibit 5**. The petition received a public hearing at the [October 4, 2021](#), Advisory Plan Commission (the “Plan Commission”) meeting.

---

## **PROJECT OVERVIEW**

**Location:** The Property is located generally at the Northwest corner of Roosevelt Street and Cherry Street (see **Exhibit 2**).

**Underlying Zoning District:** The proposed PUD Ordinance defaults to the SFA: Single-Family Attached District.

**Permitted Uses:** All Single Family-Attached uses are permitted, with the addition of Townhouse Dwellings.

**General Regulations:** The proposed PUD Ordinance defaults to the standards of the Midland South PUD (Ord. 21-07) and to the Underlying Zoning District, the Unified Development Ordinance (the “UDO”), except as modified below:

|                         | <b>Proposed<br/>Midland South PUD<br/>Amendment</b> | <b>Current<br/>Midland South PUD</b> |
|-------------------------|-----------------------------------------------------|--------------------------------------|
| Maximum Building Height | 39.5 feet                                           | 35 feet                              |

---

## **COMPREHENSIVE PLAN**

The Westfield-Washington Township Comprehensive Plan identifies this Property within the “Downtown” land use classification. The “Downtown” area was further studied in 2008 after the formation of the Grand Junction Task Group (the “GJTG”). The study resulted in an amendment to the Comprehensive Plan known as the Grand Junction Master Plan and Addendum, adopted in 2009, and then subsequently the adoption of the Grand Junction Implementation Plan (the “Implementation Plan”), an amendment to the Comprehensive Plan adopted in 2013. The studied land use component of the Implementation Plan identified several sub-districts.

In 2015, the Grand Junction Addendum: Sub-Districts of the Grand Junction was adopted, and then amended in May 2016, to include the Junction Sub-District (the “Sub-District Addendum”). The subject property is located within the Junction Sub-District. The Sub-District Addendum further identifies this property as primarily located within the Grassy Branch Quadrant. The Sub-District Addendum provides a detailed vision for the Junction Sub-District as established by the Implementation Plan.

The vision for the Junction Sub-District is to accommodate future mixed-use development and redevelopment with the core of downtown by balancing the historic charm and character with contemporary, place for visitors and residents to connect, shop, eat, live, work and be entertained. The Junction Sub-District is intended to serve as a focal point for the community, and is where a complete range of goods, services and entertainment are located.

The desired character for the “Grassy Branch Quadrant” is characterized as follows within the Sub-District Addendum (page 23):

*The Grassy Branch Quadrant includes the southeast quadrant of the Junction Sub-District and is traversed through the center by the Anna Kendall drain / Grassy Branch Creek and anchored along the south edge by the Midland Trace Trail. A large portion of this subarea is floodplain and contains mature vegetation.*

*The overarching vision for this sub-area is a desire to preserve the riparian corridor as an amenity greenway with trails that connect new development opportunities along its banks. As such, development should be aesthetically sensitive through building and site design to the Anna Kendall drain / Grassy Branch Creek and the Midland Trace Trail.*

*Appropriate land uses throughout this sub-area primarily include higher density residential uses (e.g., apartments, townhouses) with three or more stories in height, and the potential for municipal uses.*

*The north side of the Grassy Branch Creek is a transitional area that could also blend with and be influenced by the Main Street Corridor by including retail or restaurant uses, as supported by the market.*

*Development south of the Grassy Branch Creek should be sensitive to the existing single-family neighborhood to the east (Timberbrook Run) with respect to buffering and transitioning (e.g., uses, design).*

The Sub-District Addendum further establishes recommended design requirements (e.g., multi-family uses, mixed-use buildings and retail/restaurant uses) for development within each sub-area (see page 64 of the Sub-District Addendum). The multi-family design requirements default to the UDO, the Main Street Corridor design requirements apply to mixed-use buildings and the Park Street Corridor design requirements apply to retail/restaurant uses.

Indiana Code states that reasonable regard be paid to the Comprehensive Plan when considering zone map changes; however, the Comprehensive Plan is not law. The Comprehensive Plan is intended to serve as a guide in making land use decisions.

---

## **PROCEDURAL**

**Council Introduction:** The petition was introduced at the September 13, 2021, City Council meeting.

**Public Hearing:** A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition occurred at the October 4, 2021, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

**Statutory Considerations:** Indiana Code 36-7-4-603 states that in the consideration of zoning ordinance amendments and zone map changes that reasonable regard shall be paid to:

1. The Comprehensive Plan.
2. Current conditions and the character of current structures and uses.
3. The most desirable use for which the land is adapted.
4. The conservation of property values throughout the jurisdiction.
5. Responsible growth and development.

---

## **RECOMMENDATIONS / ACTIONS**

### Plan Commission Recommendation

At its [October 4, 2021](#), meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 7 in favor, 0 opposed).

### City Council

Introduction: September 13, 2021

Eligible for Adoption: October 11, 2021

Submitted by: Rachel Riemenschneider, Associate Planner, Community Development Department



**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY  
PLAN COMMISSION CERTIFICATION**

---

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, October 4, 2021, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

|               |                                                                                                                                   |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Docket No.    | 2110-PUD-25                                                                                                                       |
| Ordinance No. | 21-39                                                                                                                             |
| Petitioner    | Old Town Companies                                                                                                                |
| Description   | An amendment to the Midland South PUD modifying 3.37 acres +/- to increase the maximum building height from 35 feet to 39.5 feet. |

On October 4, 2021, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 7 in favor, 0 opposed).

The above-mentioned proposal and the Advisory Plan Commission's recommendation thereof are hereby certified.



---

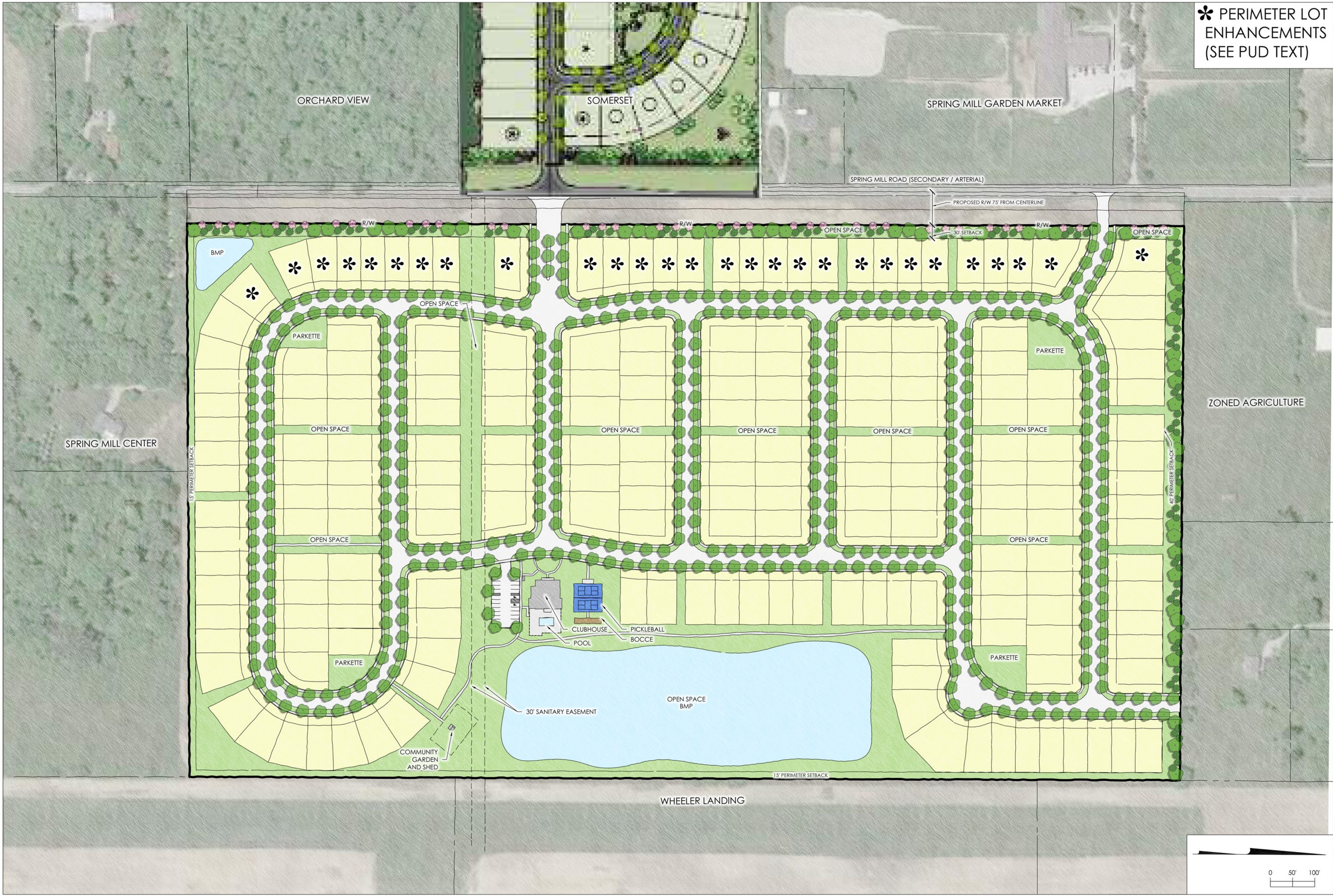
Kevin M. Todd, Secretary

October 5, 2021

Date



\\cmhdata01\project01\20200800\correspondence\submit\task 7002 walker rezoning support- westfield m\dwg\04\Sheets\Reasoning\20200800-The Courtyards at Spring Mill- Concept Plan.dwg, Last Saved By: mmarci, 9/29/2021 3:45 PM  
Last Printed By: Nericl, Megan, 9/24/2020 5:15 PM



\* PERIMETER LOT  
ENHANCEMENTS  
(SEE PUD TEXT)

|           |                    |
|-----------|--------------------|
| DATE:     | SEPTEMBER 25, 2020 |
| REVISION: |                    |
| REVISION: |                    |
| REVISION: |                    |
| REVISION: |                    |
| REVISION: |                    |

EMHT  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
5500 New Albany Road, Columbus, OH 43254  
614.725.1500  
emht.com

APPLICANT:  
PLATINUM PROPERTIES  
MANAGEMENT COMPANY, LLC.  
EPCON  
COMMUNITIES

PROPERTY OWNER:  
HJW HOLDINGS  
(WALKER PROPERTY)

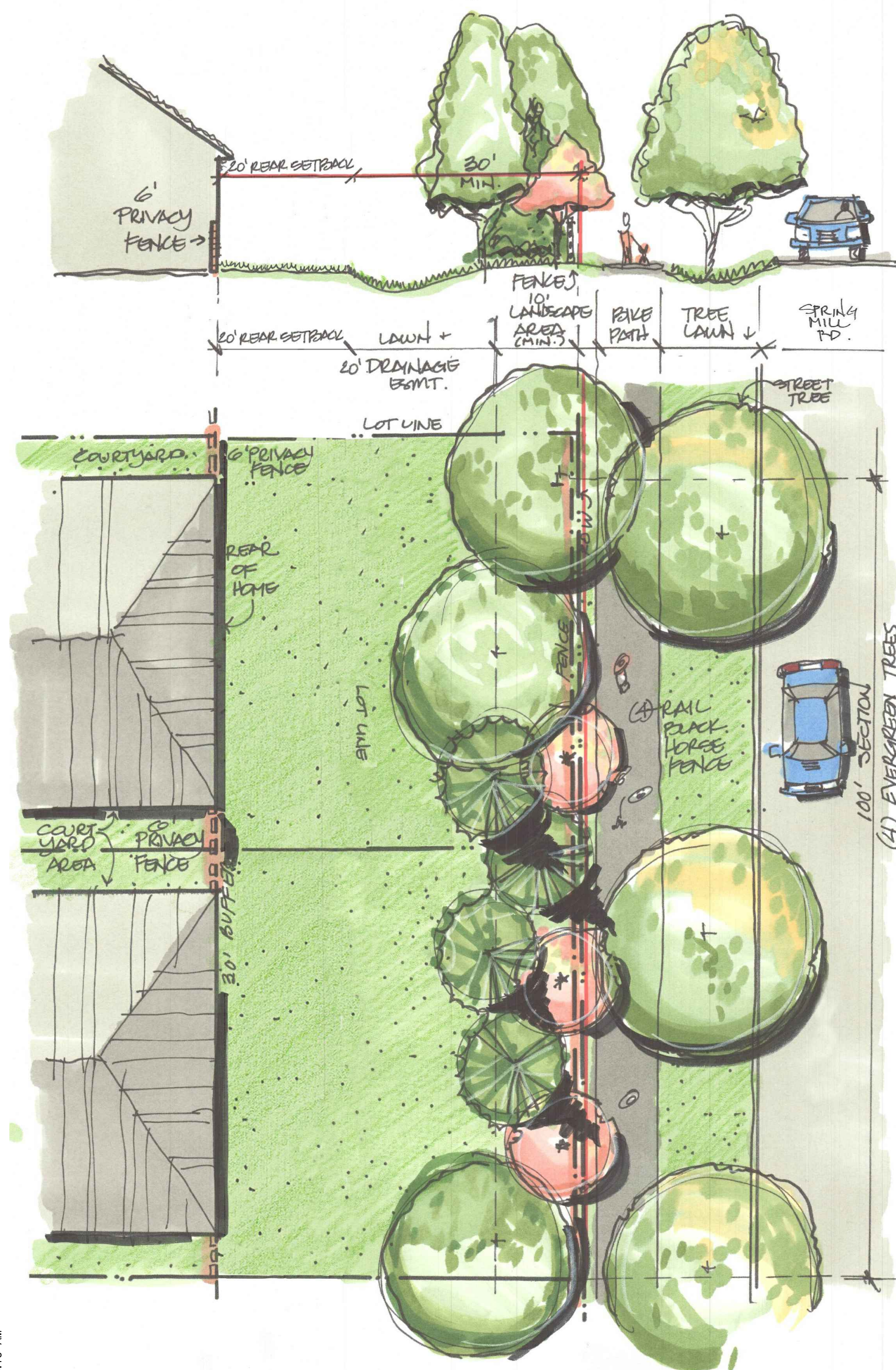
The Courtyards at Spring Mill  
WESTFIELD, HAMILTON COUNTY, INDIANA

CONCEPT  
PLAN



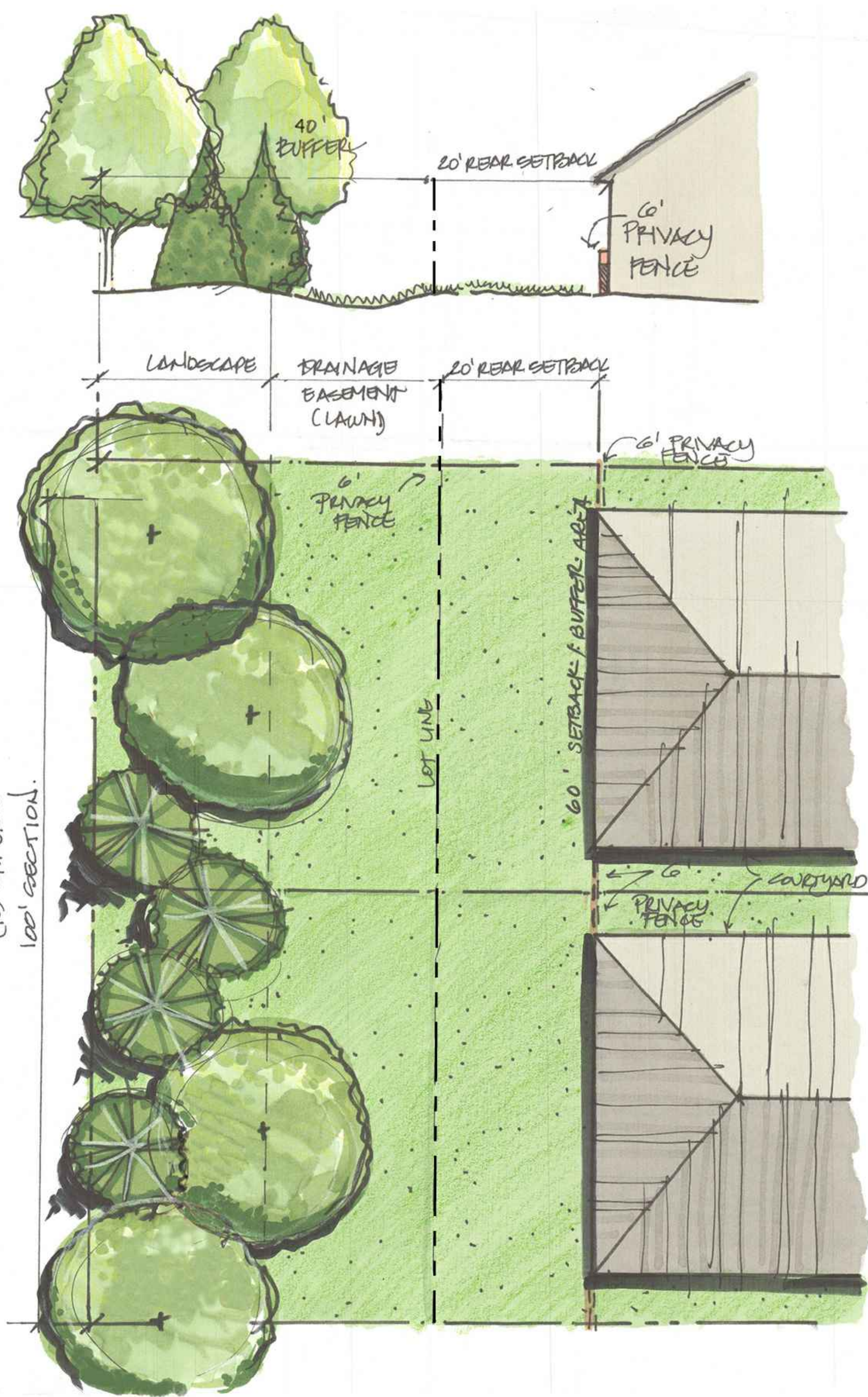






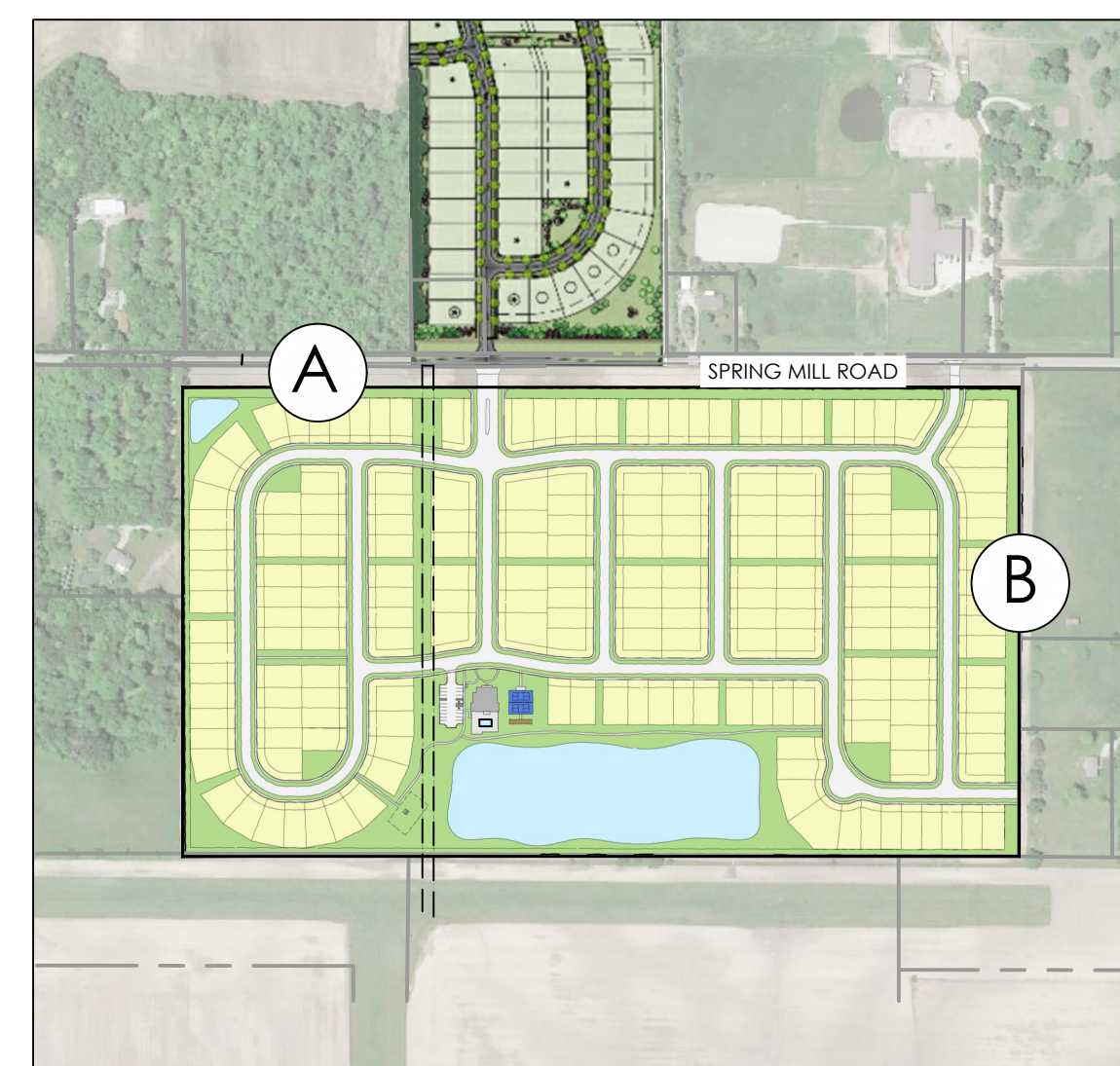
**A** SPRING MILL ROAD EXTERNAL STREET FRONTAGE BUFFER  
NOT TO SCALE

- PROPOSED PER 100' :  
(4) RAIL HORSE FENCE  
(3) SHADE TREES  
(4) EVERGREEN TREES  
(3) ORNAMENTAL TREES



**B** NORTH PERIMETER BUFERYARD LANDSCAPING  
NOT TO SCALE

- PROPOSED PER 100':  
(4) SHADE TREES  
(4) EVERGREEN TREES  
6' PRIVACY FENCING BETWEEN HOMES



LOCATION PLAN  
1" = 500'



**A** SPRING MILL ROAD EXTERNAL STREET FRONTAGE  
NOT TO SCALE



A black wooden fence with three horizontal rails runs across the middle of the frame. Behind the fence is a grassy field with several trees, including tall evergreens and some with yellowing leaves. The sky is blue with some light clouds.

CONCEPTUAL  
ENTRY  
FEATURE

The Courtyards at Spring Mill  
WESTFIELD, HAMILTON COUNTY, INDIANA

WESTFIELD, HAMILTON COUNTY, INDIANA

PROPERTY OWNER:  
HJW HOLDINGS  
(WALKER PROPERTY)

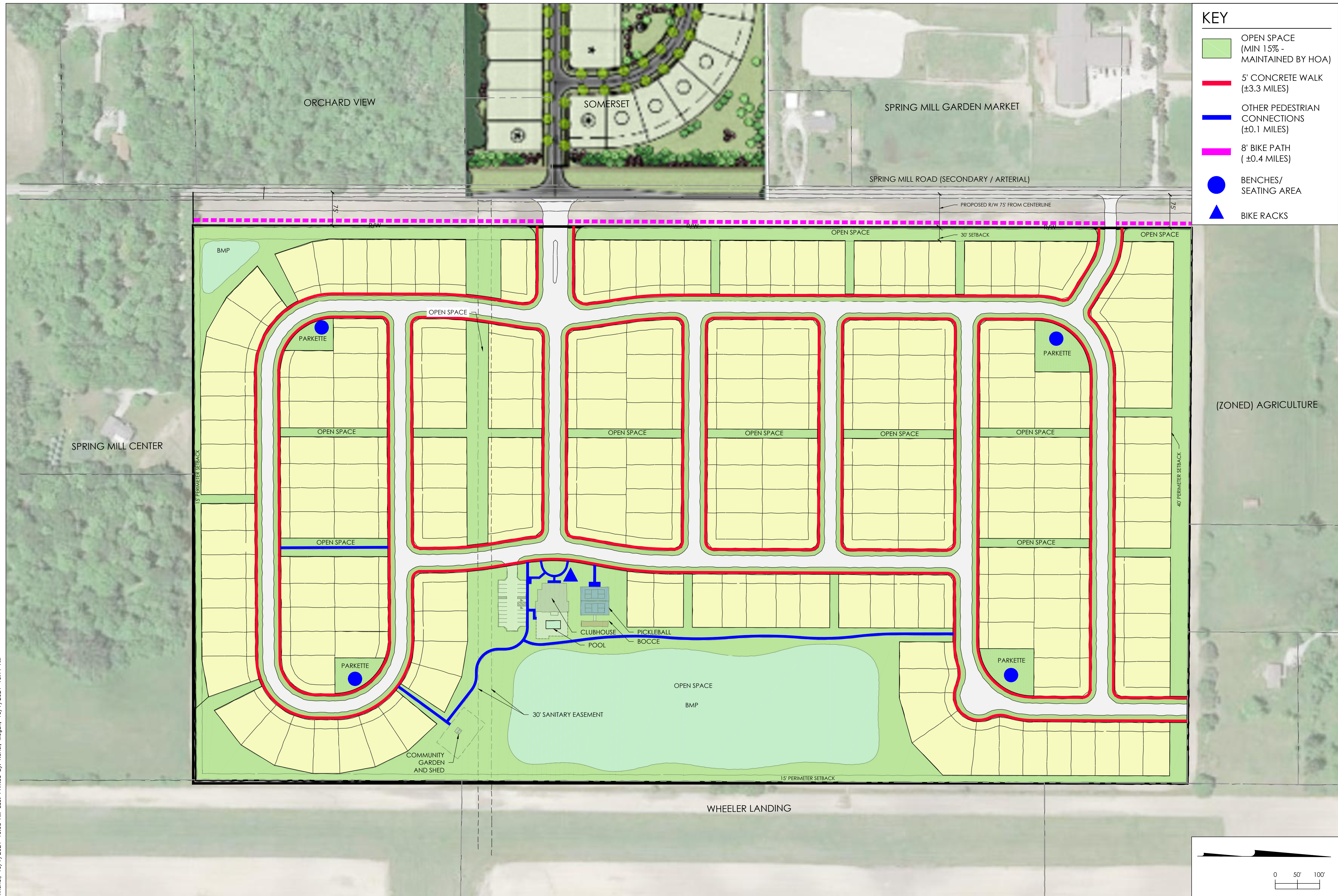
PLATINUM PROPERTIES  
MANAGEMENT COMPANY, LLC.

PREPARED BY:

**EMH T**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
95900 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500    Toll Free: 800.775.3648  
[www.emht.com](http://www.emht.com)

[illegible]





| DATE:    | SEPTEMBER 25, 2020 |
|----------|--------------------|
| REVISED: |                    |
| REVISED: |                    |
| REVISED: |                    |
| REVISED: |                    |
| REVISED: |                    |

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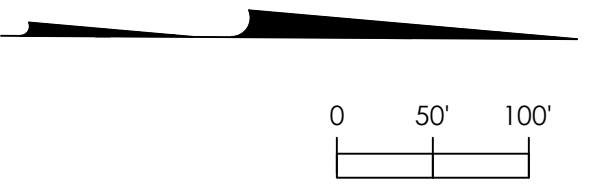


PLATINUM PROPERTIES  
MANAGEMENT COMPANY, LLC.

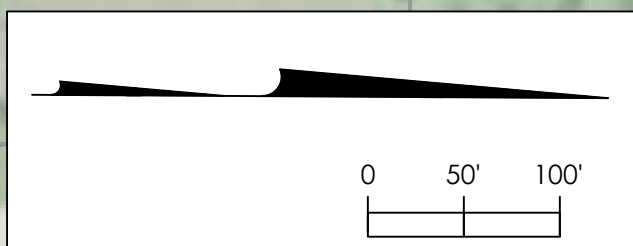
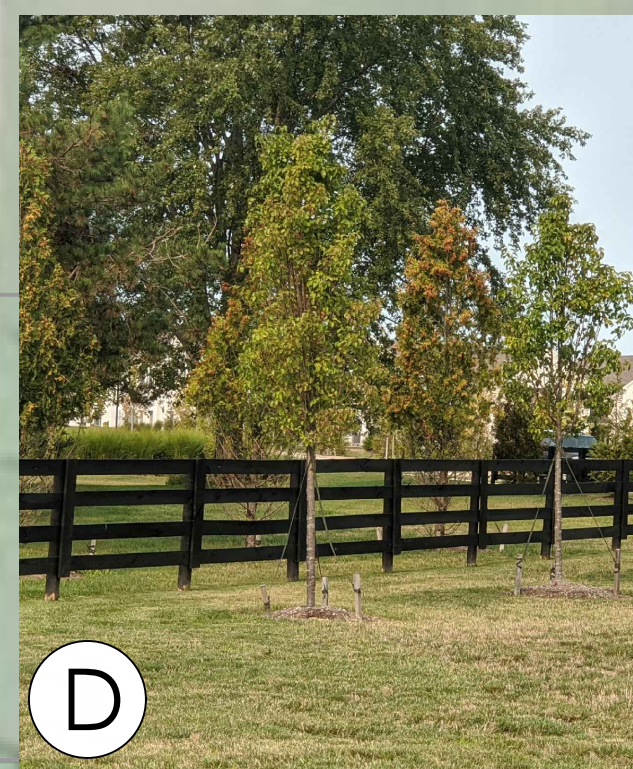
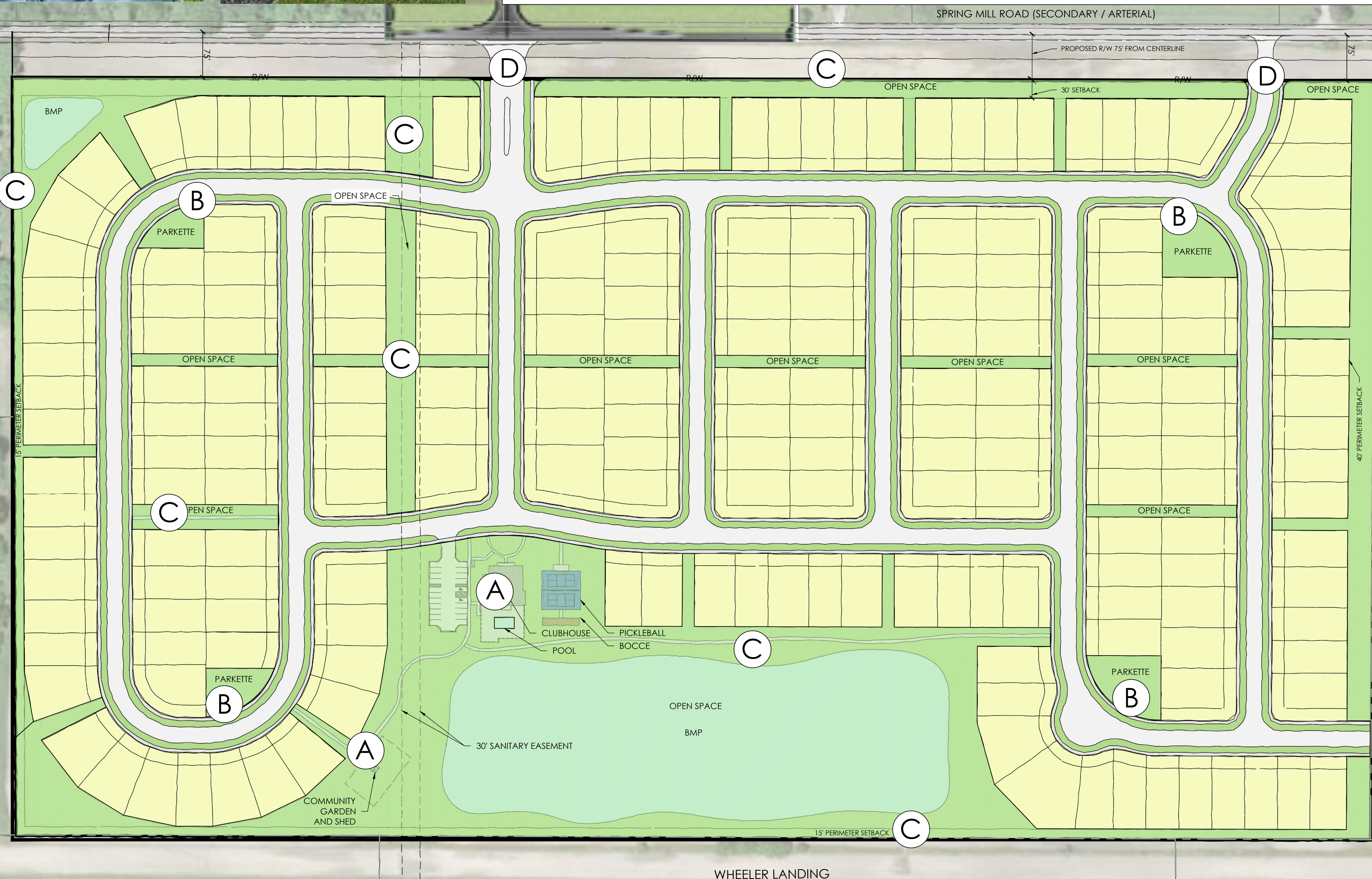
HJW HOLDINGS  
(WALKER PROPERTY)

The Courtyards at Spring Mill  
WESTFIELD, HAMILTON COUNTY, INDIANA

## OPEN SPACE AND PEDESTRIAN CONNECTIVITY PLAN











CONCEPTUAL CLUBHOUSE AMENITY AREA ENLARGEMENT  
NOT TO SCALE



|         |                    |
|---------|--------------------|
| DATE    | SEPTEMBER 25, 2020 |
| REVISED |                    |
| REVISED |                    |
| REVISED |                    |
| REVISED |                    |
| REVISED |                    |
| REVISED |                    |

PREPARED BY:  
**EMHIT**  
Evans, Macchewart, Hambleton & Thon, Inc.  
Engineers • Surveyors • Planners • Scientists  
300 New York Road, Columbus, OH 43260  
(614) 475-7300  
emhit.com

APPLICANT:  
PLATINUM PROPERTIES  
MANAGEMENT COMPANY, LLC.  
**EPCON**  
COMMUNITIES

PROPERTY OWNER:  
HJW HOLDINGS  
(WALKER PROPERTY)

# The Courtyards at Spring Mill

WESTFIELD, HAMILTON COUNTY, INDIANA

CONCEPT  
AMENITY  
ENLARGEMENT



**ORDINANCE NO. 21-48**

**AN ORDINANCE OF THE CITY OF WESTFIELD, INDIANA COMMON COUNCIL  
AUTHORIZING THE CREATION OF AN AMERICAN RESCUE PLAN ACT PLAN  
AND APPROPRIATING MONEYS FROM THE CITY OF WESTFIELD ARP  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND**

**WHEREAS**, the Common Council (the "Council") of City of Westfield, Indiana (the "City") has given consideration to identifying certain projects as will be described in greater detail in the City of Westfield, Indiana American Rescue Plan Act Plan for 2021-2022 (the "ARP Plan") which will be drafted by the committee appointed by the Council at its August 23, 2021 meeting (the "ARP Committee") and which will be submitted for approval by the Council upon its completion and which may be amended from time to time by the Council after its approval (such projects as are included in the ARP Plan as approved by the Council amended from time to time collectively, the "Project"); and

**WHEREAS**, the City has previously created and established the City of Westfield ARP Coronavirus Local Fiscal Recovery Fund (Fund Number 176) (the "Fund") into which certain grants received, or to be received, from the federal government pursuant to Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 ("ARP") have been or will be deposited, for the purpose of paying certain costs incurred by the City prior to December 31, 2024, as permitted by the ARP and the regulations thereunder and in accordance with the City's ARP Plan, as approved by the Council and amended from time to time; and

**WHEREAS**, the Council has determined and found that it will be of public utility and benefit and in the best interests of the City to proceed with the Project and pay the costs thereof; and

**WHEREAS**, the Council has found that there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the Project and that a need exists for the making of the additional appropriation hereinafter set out; and

**WHEREAS**, notice of a hearing on said appropriation has been duly given by publication as required by law, and the hearing on said appropriation has been held, at which all taxpayers and other interested persons had an opportunity to appear and express their views as to such appropriation.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AS FOLLOWS:**

**SECTION 1. Authorization to Draft an ARP Plan.** The ARP Committee is hereby authorized to draft or see to the drafting of an ARP Plan in the same or similar form as the model American Rescue Plan Act Plan attached hereto as Exhibit A.

**SECTION 2. Additional Appropriation.** There is hereby appropriated from the Fund the amount of Four Million Nine Hundred Twenty-Seven Thousand Three Hundred Seventy-Two Dollars and Fifty Cents (\$4,927,372.50), to be used for the purpose of paying all or a portion of the costs of the Project all of which shall be in accordance with the ARP and the regulations



thereunder and in accordance with the City's ARP Plan, as approved by the Council and amended from time to time.

**SECTION 2. Other Action.** The appropriate Officers of the City are hereby authorized and directed to take any other action deemed necessary or advisable in order to effectuate purposes of this Ordinance, including the filing of a report of this appropriation with the Indiana Department of Local Government Finance.

**SECTION 3. No Conflict; Effectiveness.** All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by applicable law.



**EXHIBIT A**  
**MODEL ARP PLAN**

**CITY OF WESTFIELD, INDIANA**

**AMERICAN RESCUE PLAN ACT**

**PLAN FOR 2021-2022**

**ADOPTED AS OF \_\_\_\_\_, 2021**



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## **Section 1. Overview of Funding**

### **American Rescue Plan Act & Coronavirus State and Local Fiscal Recovery Fund**

On March 11, 2021, President Joe Biden signed the American Rescue Plan Act ("ARPA") into law. Among its many provisions intended to address the COVID-19 pandemic, the ARPA included the Coronavirus Local Fiscal Recovery Fund ("FRF"), intended to provide local governments with funds to respond to the impact of COVID-19. The FRF funds may be used by recipients, including counties, for the following four purposes:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

On May 17, 2021, the United States Department of the Treasury ("Treasury") issued an Interim Final Rule ("IFR"), providing guidance and clarifying the nature and scope of expenses eligible for payment using FRF funds.

### **City of Westfield's Allocated Funding**

Congress allocated FRF funds under the ARPA to the several states to distribute to eligible non-entitlement units of local government based on each non-entitlement unit of local government's population share of the total population of all non-entitlement units of local government in the state. The City of Westfield (the "City") is a non-entitlement unit of local government for purposes of the FRF. In sum, the FRF provided \$19.53 billion to states for non-entitlement units of local government. The City has been allocated \$9,854,745 in FRF funds. The City received its first tranche of funds in the amount of \$4,927,372.50 on June 1, 2021, and expects to receive its second tranche in May 2022.

### **City of Westfield ARPA Plan**

In accordance with guidance issued by the Indiana State Board of Accounts, the City has adopted this plan outlining the intended uses, amounts, and justifications for its FRF expenditures. This plan describes how the city will spend the funds from its first tranche. These numbers are estimates for each category. They may change based on need, COVID conditions and or bids/quotes that come in higher or lower. Likewise, projects may be added and or removed. This plan is to layout a roadmap for the City Government to utilize these dollars to have the greatest overall impact on Westfield. Input for this plan has been received from community members, business leaders, department heads and elected officials.



## **Section 2. Summary of Proposed Uses of Funding**

The City of Westfield plans to use its FRF funds in the below amounts and permitted categories, further detailed in the following pages of this plan:

| <b>Category</b>                                                    | <b>Amount</b> |
|--------------------------------------------------------------------|---------------|
| Responding to COVID-19 public health emergency                     | \$ _____      |
| Responding to negative economic impacts of COVID-19                | \$ _____      |
| Providing premium pay to eligible workers                          | \$ _____      |
| Provision of government services to extent of reduction in revenue | \$ _____      |
| Water, sewer and broadband infrastructure development              | \$ _____      |



### **Section 3. City of Westfield, Indiana ARPA Funding Plan for 2021-2022**

#### **A. Proposed Actions to Respond to COVID-19 Public Health Emergency or to the Negative Economic Impacts of the COVID-19 Public Health Emergency**

##### **1. Action to Respond to the COVID-19 Public Health Emergency**

**Proposed Action:** [The City of Westfield plans to respond to the public health emergency.]

**Estimated cost:** \$ \_\_\_\_\_

**Justification:** [Responding to the public health impacts of the COVID-19 Public Health Emergency is an eligible use.<sup>1</sup>]

##### **2. Action to Respond to the Negative Economic Impacts of the COVID-19 Public Health Emergency**

**Proposed Action:** [The City of Westfield plans to respond to the negative economic impacts of the public health emergency, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.]

**Estimated cost:** \$ \_\_\_\_\_

**Justification:** [Responding to the negative economic impacts of the COVID-19 Public Health Emergency is an eligible use.<sup>2</sup>]

---

<sup>1</sup> “603(c)(1)(A) provide significant resources for .. nonentitlement units of local governments ... to meet the wide range of public health and economic impacts of the COVID–19 public health emergency.” Fed. Reg. Vol 86, No. 93 p. 26788 (May 17, 2021) (hereinafter, “Federal Register”)

<sup>2</sup> “These provisions authorize the use of payments from the Fiscal Recovery Funds to respond to the public health emergency with respect to COVID–19 or its negative economic impacts. Section 602 and section 603 also describe several types of uses that would be responsive to the impacts of the COVID– 19 public health emergency, including assistance to households, small businesses, and nonprofits and aid to impacted industries, such as tourism, travel, and hospitality.” *Id.*



**B. Proposed Actions to Respond to COVID-19 Public Health Emergency by Providing Premium Pay to Eligible Workers Who Have Performed Essential Work**

**1. Action to Respond to**

**Proposed Action:** [The City of Westfield plans to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.]

**Estimated cost:** \$ \_\_\_\_\_

**Justification:** [Providing premium pay to eligible workers who performed essential work during the COVID-19 Public Health Emergency is an eligible use of FRF funds.<sup>3</sup>]

---

<sup>3</sup> "Fiscal Recovery Funds payments may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work." Federal Register p. 26797



**C. Proposed Actions for the Provision of Governmental Services using Revenue Loss Funds**

The Treasury's Interim Final Rule provides that recipients may use ARPA funds to provide government services to the extent of the reduction in revenue experienced during the pandemic. The City of Westfield's revenue loss for 2020 is \$\_\_\_\_\_.

The City plans to use the funds associated with revenue loss to provide the following government services:

**1. Provision of Governmental Services**

**Proposed Action:** [The City of Westfield plans to, provide for government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.]

**Estimated cost:** \$\_\_\_\_\_



**D. Proposed Actions to Invest in Water, Sewer, and Broadband Infrastructure**

**1. Water/Sewer Infrastructure Projects**

**Proposed Action:** [The City of Westfield plans to build out sewer and/or water infrastructure.]

**Estimated cost:** \$ \_\_\_\_\_

**Justification:** [Water/Sewer infrastructure improvements are eligible to the extent they are eligible under the DWSRF and/or CWSRF.<sup>4</sup>]

**2. Broadband Infrastructure Projects**

**Proposed Action:** [The City of Westfield plans to invest in broadband development to serve underserved areas in the City.]

**Estimated cost:** \$ \_\_\_\_\_

**Justification:** [Broadband investment is an eligible use to serve underserved areas.<sup>5</sup>]

---

<sup>4</sup> "Understanding that State, local, and Tribal governments have a broad range of water and sewer infrastructure needs, the interim final rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure. The interim final rule does this by aligning eligible uses of the Fiscal Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)." Federal Register p. 26802.

<sup>5</sup> "The interim final rule provides that eligible investments in broadband are those that are designed to provide services meeting adequate speeds and are provided to unserved and underserved households and businesses." Federal Register, p. 26804.



ALL OF WHICH IS HEREBY ADOPTED BY THE COMMON COUNCIL OF WESTFIELD,  
HAMILTON COUNTY, INDIANA THIS 25th DAY OF OCTOBER, 2021.  
WESTFIELD COMMON COUNCIL  
HAMILTON COUNTY, INDIANA

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Scott Frei

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Jake Gilbert

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Mike Johns

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Troy Patton

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Cindy Spoljaric

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

**ATTEST:**

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer



I hereby certify that ORDINANCE No. 21- 48 was delivered to the Mayor of Westfield, Indiana,  
on the \_\_\_\_\_ day of October, 2021 at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance No. 21- 48  
this \_\_\_\_\_ day of October, 2021.

I hereby VETO Ordinance No. 21-48  
this \_\_\_\_\_ day of October, 2021.

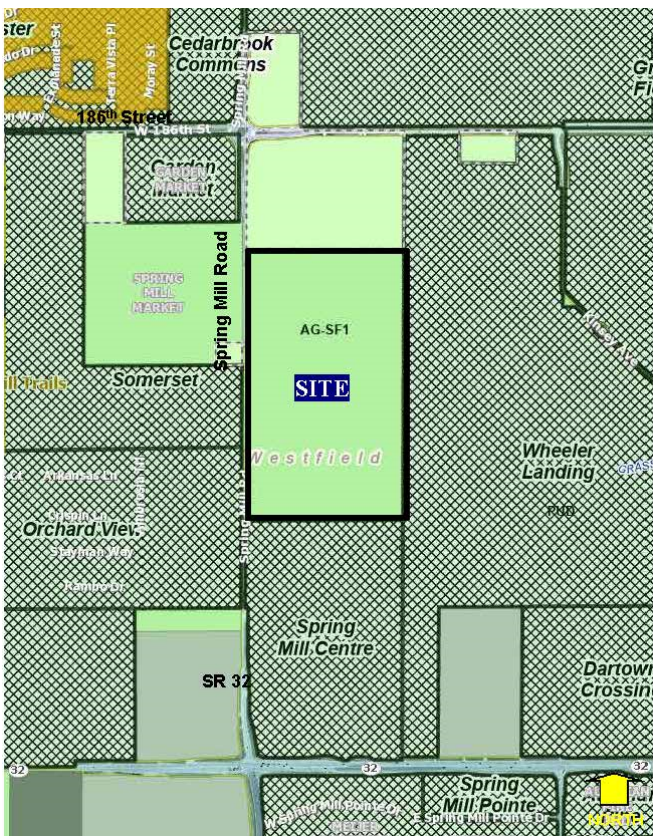
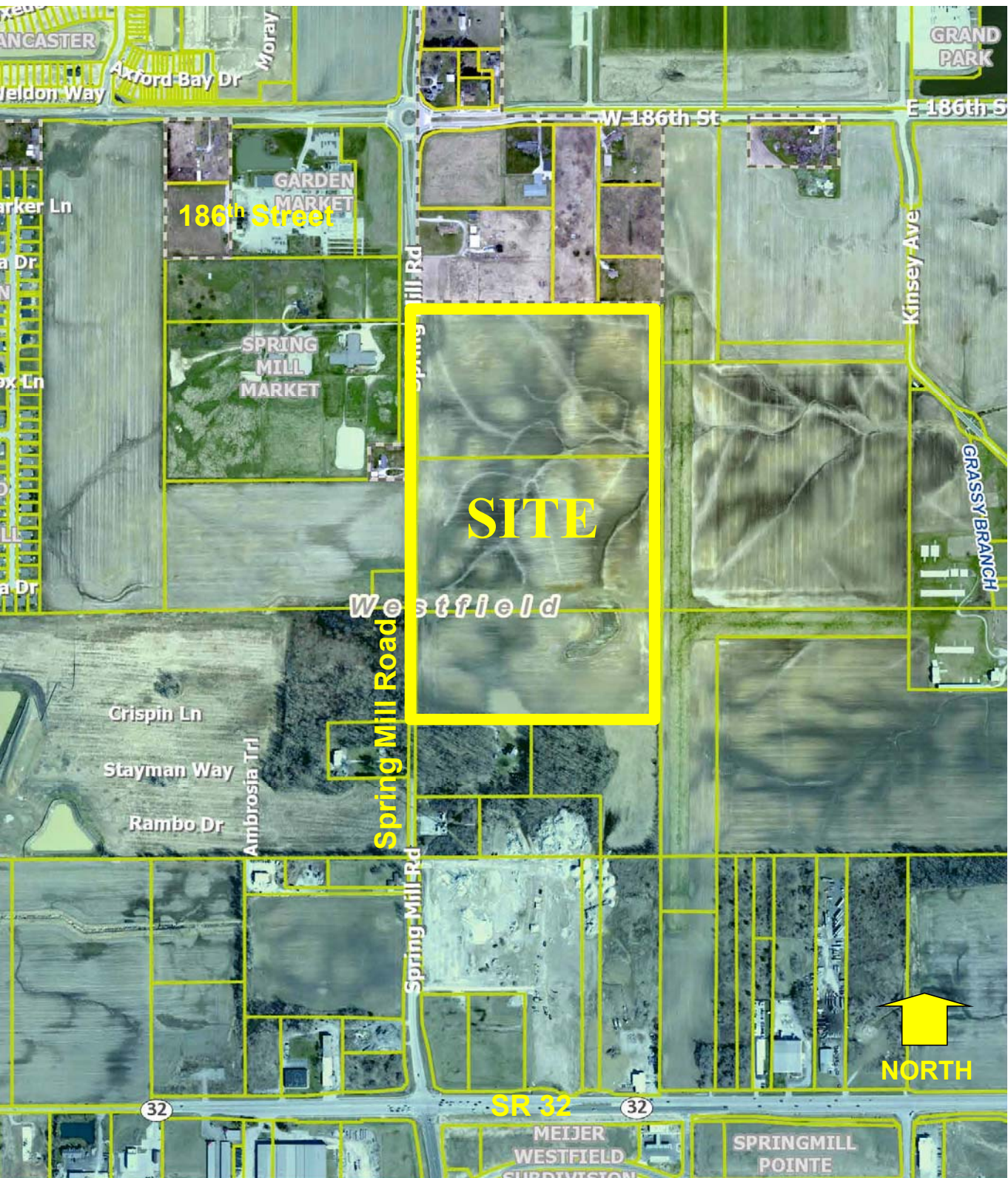
\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

This instrument prepared by: Dustin W. Meeks, Barnes & Thornburg, LLP, 11 South Meridian Street, Indianapolis, IN 46204.

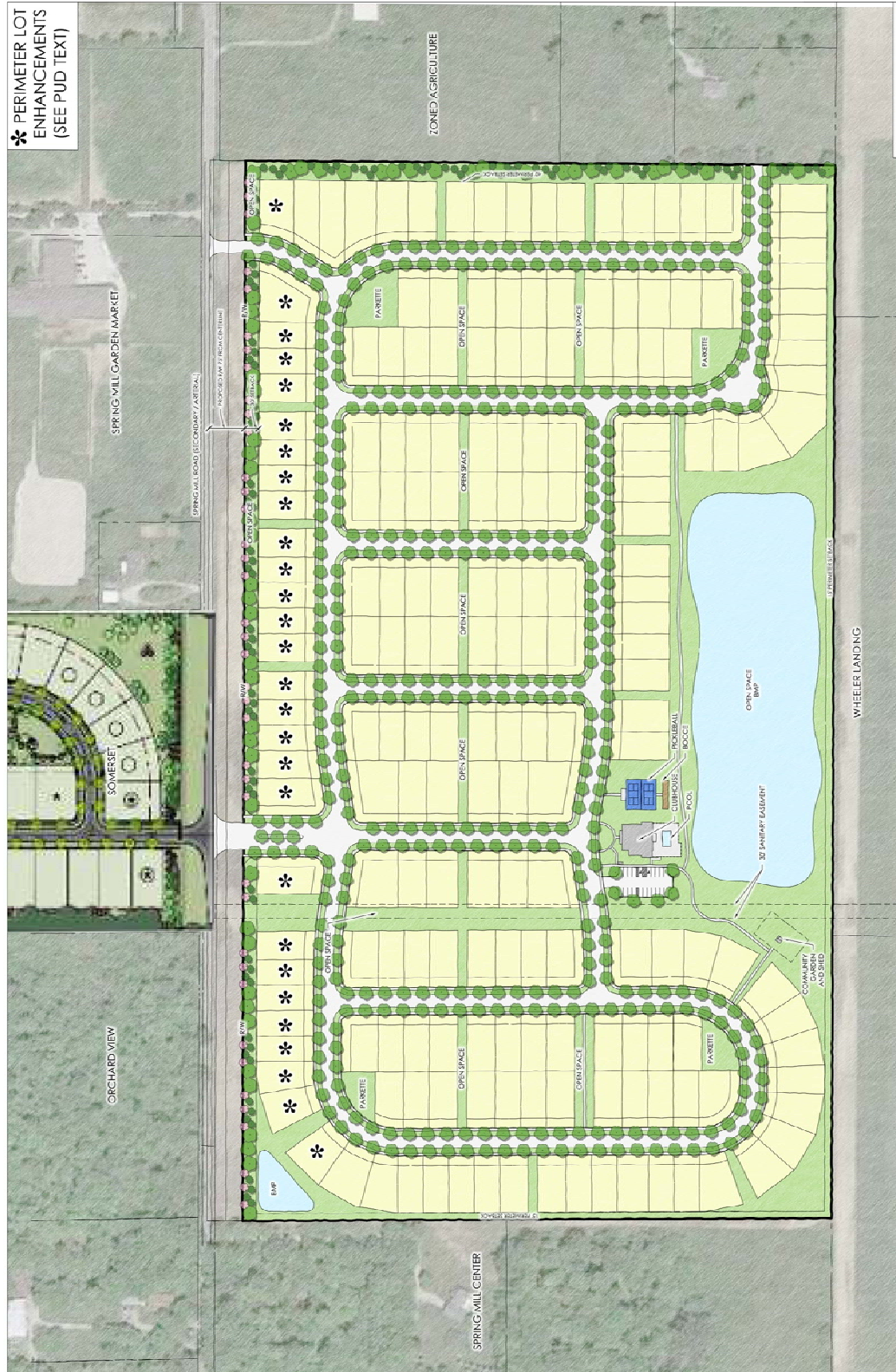
"I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/Dustin W. Meeks.





Courtyards at Spring Mill  
Site Location Map  
Zoning Map





## Courtyards at Spring Mill Concept Plan





**Courtyards at  
Spring Mill  
Proposed Homes**





## KEY

**A**

### CLUBHOUSE AMENITY AREA (SEE ENLARGEMENT)

- Clubhouse
- Fitness
- Gathering Area
- Kitchen
- Restrooms
- Pool
- Pickle Ball Court
- Bike Racks
- Parking Lot
- Community Garden and Shed

**B**

### PARKETTES

- Open Space Areas Featuring Paving, Seating, Landscaping, and/or Walking Path Connection
- Used More Passively for Informal Meeting, "Coffee Talk", Meditation/Yoga, Book Club, Reading, Painting, Etc.

**C**

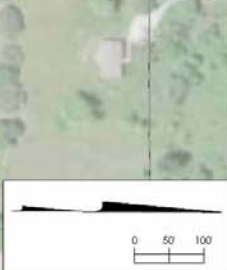
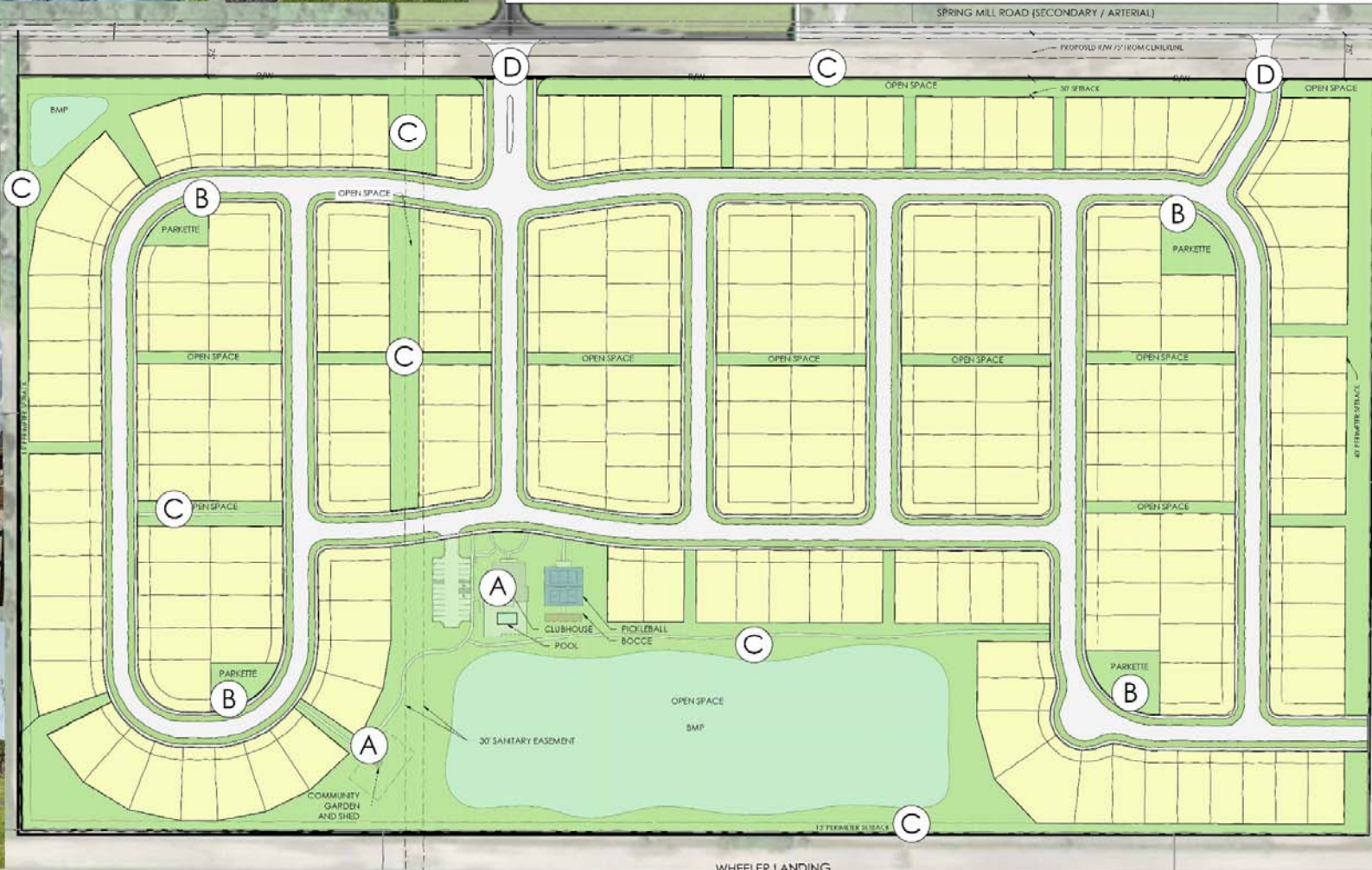
### PASSIVE OPEN SPACE

- Lawn and/or Landscaping
- Dark Color Fencing Along Frontage
- Perimeter Landscape Buffer on North and Springmill Road
- May Include Walking Paths

**D**

### ENTRY FEATURES

- Southern Primary Entry
  - Boulevard Entry
  - Landscaped Entry Feature with Community Identification Sign
  - Dark Color Fence Along Frontage
  - Bike Path
- Northern Secondary Entry
  - Community Identification Signage Integrated with Fencing and Landscaping
  - Dark Color Fence Along Frontage
  - Bike Path



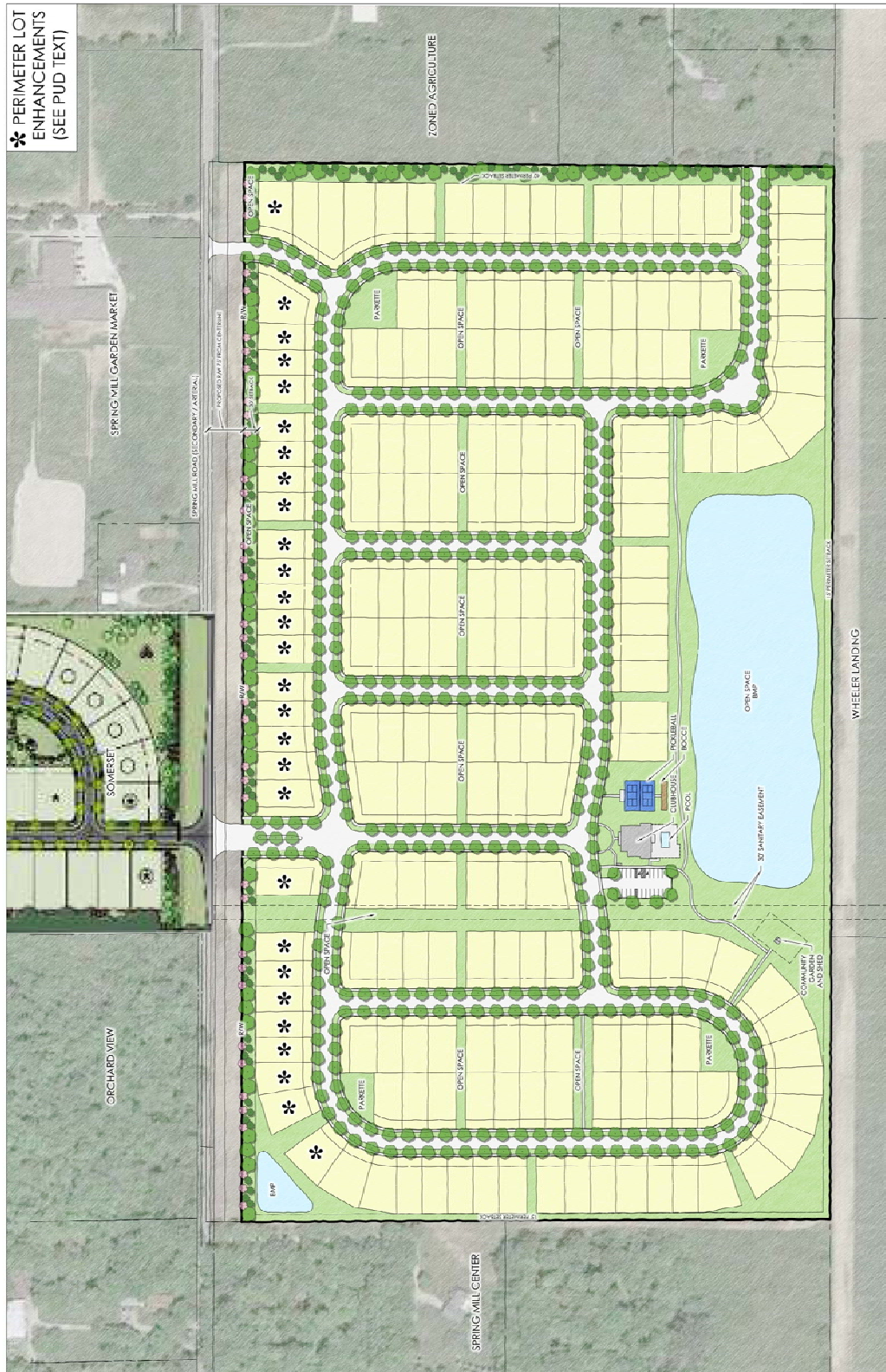




CONCEPTUAL CLUBHOUSE AMENITY AREA ENLARGEMENT  
NOT TO SCALE







## Courtyards at Spring Mill Concept Plan



## **Westfield City Council September 27, 2021**

The Westfield City Council held a meeting on September 27, 2021 at Westfield City Hall. Present were Mike Johns, Jake Gilbert, Scott Frei, Scott Willis, Joe Edwards, Cindy Spoljaric, Troy Patton, Clerk Treasurer Cindy Gossard, Anne Poindexter, and Manny Herceg.

Mike Johns called the meeting to order at 7:00 PM.

### **Changes to Agenda**

None

### **Approval of Minutes:**

Scott Willis made the motion to approve the September 13, 2021 minutes as presented. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

### **Claims:**

Joe Edwards made a motion to approve the claims as presented. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

### **Miscellaneous Business/Special Presentations:**

None

### **Old Business:**

**Resolution 21-124: Common Council of the City of Westfield, Indiana Declaring a Certain Area Within the City an Economic Revitalization Area, Qualifying Certain Property Improvements for Tax Abatement and Setting a Time and Place for a Public Hearing Regarding the same (Wrights Property Grand Park, LLC)**  
**Council Introduction: July 26, 2021**  
**Adoption Consideration: September 27, 2021**

Kai Chuck spoke stating this would declare the property at 360 East 186<sup>th</sup> Street part of an Economic Revitalization Area.

[Type here]

Eric Douthit with Church, Church, Hittle & Atrium spoke stating Wright's Grand Park LLC plans to construct a 37,000 sq. ft. facility on approximately 4 acres. The project's assessed value is \$5,165,000.00, has an estimated hiring of 37 new employees, and estimated \$1,366,868 in annual salaries without benefits.

There was council discussion and concerns brought up about an ERA being located inside of Grand Park.

Scott Willis made the motion to approve Resolution 21-124 as written.

Troy Patton seconded. Vote: Yes 5; No-2. (C. Spoljaric/Mike Johns) Motion carries.

**Resolution 21-127: Additional Appropriation (Library)**

**Council Introduction: September 13, 2021**

**Public Hearing: September 27, 2021**

**Adoption Consideration: September 27, 2021**

Sheryl Sollars presented stating the library wishes to use \$150,000 now to cover expenses for the new library. These expenses will be reimbursed once the library bond is established.

**Public Hearing Open: 7:21 PM**

None

**Public Hearing Closed: 7:22 PM**

Joe Edwards made the motion to approve Resolution 21-127 as presented.

Jake Gilbert seconded. Vote: Yes-6; No-0; Abstain 1 (Scott Willis)

**Ordinance 21-43: 2022 Library Budget**

**Council Introduction: September 13, 2021**

**Public Hearing: September 27, 2021**

**Adoption Consideration: October 11, 2021**

Sheryl Sollars presented stating due to the library bonds they will be going over the 6- year non-growth personal income (4.3% for 2022) and the library budget is required to be approved by Council.

**Public Hearing: open 7:24**

None

**Public Hearing: closed 7:25**

[Type here]

**Ordinance 21-41: 2022 Budget Presentation**  
**Council Introduction: September 13, 2021**  
**Public Hearing: September 27, 2021**  
**Adoption Consideration: October 11, 2021**

**Public Hearing: open 7:29**

Marla Ailor spoke stating that good public participation practices can help government be more accountable & responsive to their communities and improve public perception of government performances. Transparency is the core value of governmental budgeting. Relationships between citizens and government are key. Marla stated her concerns

- Tax rate not made available to the public
- There has been no public budget workshop like in the past
- No Sustainability/Revenue and Spending Plan made public
- No mention of debt obligation nor paying down debt

**Public Hearing: closed 7:30**

There was concerns expressed and questions asked by council to which Todd Burtron & Greg Guerrettaz responded. Council asked to see a balanced budget showing projected revenue vs expenses, and asking for correct budget numbers to be shown in NAV. Todd stated OpenGov is just a tool that is being used for the budgeting process and that NAV is the system of record. President Johns asked when final numbers might be expected, to which Todd replied as soon as possible.

**New Business:**

**Resolution 21-132: Common Council Declaring a Certain Area Within the City an Economic Revitalization Area, Qualifying Certain Real Property Improvement for Tax Abatement and Setting the Time and Place for a Public Hearing Regarding the Same (Ortho Indy)**  
**Council Introduction: September 27, 2021**  
**Adoption Consideration: October 11, 2021**

Kai Chuck presented stating this would be a 10- year abatement and establishment for an Economic Revitalization Area located at SR 32 & Austrian Pine Way.

Jim Ake spoke stating that Ortho Indy would like to construct a 15,289 sq. ft. building and would retain 15 employees and add an additional 8 employees with an estimated \$1,374,000. in salaries. This would allow them to expand their scope of services and accommodate a full- time outpatient orthopedic clinic and house 4 physicians that would see patients at the same time.

There was council discussion including looking into the 10-year real property tax deduction schedule.

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**Resolution 21-133: Confirmation Resolution Confirming Declaration of a Certain Area Within the City of Westfield an Economic Revitalization Area**

**Council Introduction: September 27, 2021**

**Public Hearing: October 25, 2021**

**Adoption Consideration: October 25, 2021**

Kai Chuck presented stating this is a necessary requirement to complete the previous resolution.

**Ordinance 21-42: Appropriation of Additional Funds**

**Council Introduction: September 27, 2021**

**Adoption Consideration: October 11, 2021**

Todd Burtron presented stating this is to cover the overages in two appropriation lines. The \$668,000.00 will cover the overages and projected expenses for the rest of the year.

There was council discussion/including the question of how the estimated cost needed was determined, a request to have the Ordinance state what fund the money was coming out of, and to remove/change Section 2 of the Ordinance.

**Guests:**

Linda Naas spoke stating the department heads all have the ability to see (line by line) items pertaining to their budgets. There are also monthly appropriation, revenue and fund reports put out by the clerk treasurer's office. Numbers that the RDC were given for the Grand Park Sports Campus during a 2022 budget power point presentation do not match the numbers (revenue, expense, and net operating) in OpenGov. Linda has worked with William and believes his numbers to be correct. Linda stated concerns that you can not have public hearings when the information needed is not given to the public.

**Clerk Treasurer Comments:**

None

**City Council Comments:**

Cindy Spoljaric- gave an APC update

Mike Johns stated his frustrations on budget numbers, stating he was embarrassed not to have numbers to share.

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**Mayor Comments:**

Not in attendance

**Without any further business, the meeting adjourned at 8:25 PM.**

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**Clerk-Treasurer**

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**President**

[Type here]

