

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_09_11_2023

Monday, September 11, 2023 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, September 11, 2023 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-Micah Beckwith, Pastor at Life Church

Opening of Meeting

Note the presence of a quorum

Appointment of Council Vice President

Announce any changes to Agenda

Approval of Minutes:

Documents: [Minutes from August 28, 2023](#)

Claims:

Documents: [Docket for September 11, 2023](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Old Business:

REMINDER: PER RESOLUTION 21-121 RELATING TO TRANSPARENCY, COUNCILORS DO NOT NEED TO RECUSE THEMSELVES, BUT ARE REQUIRED TO DISCLOSE IF THEY HAVE RECEIVED CONTRIBUTIONS OF \$1,000 OR MORE WHEN VOTING ON ANY ACTIONS INVOLVING ONE OF THEIR CONTRIBUTORS

Ordinance 22-52: Traditions @ Grand Park PUD Amendment I

Council Introduction: November 14, 2022

APC Public Hearing: February 6, 2023

APC Recommendation: July 5, 2023

Adoption Consideration: September 11, 2023

Documents: [Ordinance 22-52](#) | [Ordinance 22-52 \(Redline\)](#) | [Department Report](#) | [Public Comments](#)

Ordinance 23-15: City of Westfield Issuing Economic Development Tax Increment Revenue Bonds (Front Street Project)

Council Introduction: August 28, 2023

Adoption Consideration: September 11, 2023

Documents: [Ordinance 23-15](#) | [Bond Purchase Agreement](#) | [Development Agreement](#) | [EDC Resolution 23-01](#) | [Financing Agreement](#) | [Trust Indenture](#) | [Taxpayer Agreement](#) | [Taxpayer Agreement Exhibit B](#)

New Business:

Ordinance 23-21: Wheeler Landing PUD Amendment VII

Council Introduction: September 11, 2023

APC Public Hearing: October 2, 2023

APC Workshop, Recommendation, and Council Adoption Consideration: TBD

Documents: [Ordinance 23-21](#) | [Area Map](#) | [Wheeler Landing Narrative](#)

Ordinance 23-22: Custom Commerce Park PUD Amendment V

Council Introduction: September 11, 2023

APC Public Hearing: October 2, 2023

APC Workshop, Recommendation and Council Adoption Consideration: TBD

Documents: [Ordinance 23-22](#) | [Location Map](#) | [Project Narrative](#)

Ordinance 23-23: Spring Mill Center PUD Amend I

Council Introduction: September 11, 2023

APC Public Hearing: October 2, 2023

APC Workshop, Recommendation and Council Adoption Consideration: TBD

Documents: [Ordinance 23-23](#) | [Project Narrative](#) | [Vicinity Map](#)

Ordinance 23-24: Towne Run PUD

Council Introduction: September 11, 2023

APC Workshop-September 18, 2023

APC Public Hearing: October 2, 2023

2nd APC Workshop, Recommendation and Council Adoption Consideration: TBD
Documents: [Ordinance 23-24](#) | [Project Narrative](#) | [Vicinity Map](#)

Ordinance 23-25: Wheeler Landing PUD Amendment VIII

Council Introduction: September 11, 2023

APC Public Hearing: October 2, 2023

APC Workshop, Recommendation and Council Adoption Consideration: TBD

Documents: [Ordinance 23-25](#) | [Overall Axonometric Views](#) | [A-321 Overall Axonometric Views](#) | [Building Elevations and Exterior Finish Legend](#) | [Project Narrative](#) | [Vicinity Map](#) | [Westfield YMCA Presentation Plans](#)

Guests:

Residents who wish to address the Council.

Clerk Treasurer Comments

City Council Comments

Mayor Comments

Adjourn

Westfield City Council August 28, 2023

The Westfield City Council held a meeting on August 28, 2023 at Westfield City Hall. Present were Mike Johns, Jake Gilbert, Cindy Spoljaric, Joe Edwards, and Scott Willis. Scott Frei and Troy Patton attended virtually. Marla Ailor, Anne Poindexter and Manny Herceg were also in attendance.

Mayor Cook called the meeting to order at 7:00 PM

Changes to the Agenda

None

Approval of Minutes:

Jake Gilbert made the motion to approve the August 14, 2023 minutes as presented. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

There was a lengthy discussion on the \$200,000 claim paid out of the Grand Park Indoor Equipment Fund. The cost is the first installment going towards the purchase of modular wood flooring to accommodate pickleball games to be held at GPEC. The Westfield Sports Commission (who is non-profit) has received two grants which will eventually cover the \$800,000 cost of the flooring. The Sports commission group currently does not have money as of yet. To keep the commitment to host a National Pickleball Tournament that Grand Park was awarded for the next 5-years, the flooring purchase/installation has to be started prior to the grant money being received. The money was taken out of Grand Park and the ratification of a reimbursement agreement will be coming at the next council meeting. The Sports Commission will own the flooring and rent to the tournament teams to receive revenue. Grand Park will receive the revenue for rental of the building. There was continued discussion.

Troy Patton made the motion to approve the \$200,000 claim, subject to reimbursement and with the understanding that Grand Park will utilize the flooring and the city nor Grand Park will pay to lease the flooring. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentation

Presentation- City Codification of Ordinances- Joe McDonough gave a brief background of American Legal Publishing. Mr. McDonough stated that he has been the Indiana representative for 38 years. The company is credited by Accelerate Indiana, and does codification for over 325 local governments in the state of Indiana. American Legal would check that our ordinances;

1. Reflect city status (opposed to town)
2. Are up to date to State Code
3. Have no conflict with statute.
4. Reflect how the city does business (meeting days, individual departments, etc.
5. Perform overall review of Ordinances and will give recommendations in writing to city's legal counsel.

The initial cost to perform the task is approximately \$15,000 and can be spread over 2

fiscal years. The cost to redo the online version is a one- time fee of \$795 with an annual hosting fee of \$495. The frequency of scheduled updates will be decided by the city. The cost of each update is charged per page, (estimating \$2,000-\$3,00 per year.) There was council discussion. Mr. Herceg and Mrs. Poindexter both agreed that it would be worth the city's time and money to have American Legal handle the scope of work.

Scott Willis made the motion to approve having American Legal Publishing handle the codification of ordinances for the city. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

Claims-Mr. Herceg asked that the claims docket as a whole be voted on, thinking prior approval was on the one item (\$200,000 GRP).

Troy Patton made the motion to approve the claims as presented. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Discussion- Top 10 Capital Improvement List/Requested at the joint RDC & Council Meeting- Jeremy Lollar stated that he had received input from ten of the councilor or commission members on the top 10 priority list. The project that was at the top of the list was the 191st St. widening project/west of US 31. Mr. Lollar briefly went over the rest of the list. Mr. Johns had asked that a cost estimate and current stage of each project on the list be included. Mr. Johns expressed his thanks to Mr. Lollar for his time in putting the information together. There was council discussion. Cindy Spoljaric expressed that she would like to see some of these projects that were in TIF areas, possibly use that revenue as a source of funding. Scott Willis agreed with Mrs. Spoljaric and said that a 3rd party consultant was being brought in to do a comprehensive review of project needs, and funding sources over the next 5 years.

Old Business:

None

New Business:

Ordinance 23-15: City of Westfield Issuing Economic Development Tax Increment Revenue Bonds (Front St. Project-Federally Taxable)

Council Introduction: August 28, 2023

Adoption Consideration: September 11, 2023

Jeremy Lollar and Jim Crawford presented stating this would allow for the issuance of an Economic Development Tax Increment Revenue Bond not to exceed \$9.9M. Tax Increment Financing (TIF), Road Impact Fees (RIF), and Park Impact Fees (PIF) will be used to repay the bond. During the construction process TIF and RIF will be used to pay down the principle interest, making the final bond amount less. The developer is totally at risk with the city having no obligation to use general property tax revenues. The bond is an 80/20 split with 80% of impact revenues going towards repayment and 20% going to the RDC.

Cindy Spoljaric expressed concerns that the city would be out the costs associated with road maintenance, storm/sewer, and police and fire services but was not receiving any revenue from the project. Mrs. Spoljaric inquired if the RDC could give the 20% to the city's general fund. Mr. Herceg responded that yes, if the RDC chose to do so they could.

2024 Budget

Council Introduction: August 28, 2023

Public Hearing: September 11, 2023

Adoption Consideration: TBD

Jeremy Lollar gave a brief introduction, going through each department's additions or subtraction in their 2024 budget. Mr. Lollar stated that he was aware that some mistakes had been made, and ask that those mistakes be sent to him as they are found.

Scott Willis added to the discussion, stating what his plans regarding staff, budget, goals etc. are in January when he becomes mayor. There was council comments and discussion.

Ordinance 23-16: 2024 Salary Ordinance (Non-Elected)

Council Introduction: August 28, 2023

Adoption Consideration: TBD

Jeremy Lollar introduced the ordinance, covering the new positions that are being proposed. The mid and maximum ranges across the board reflect a 4% COL increase. The time frame as to when council would like to see this back for adoption consideration will follow that of the 2024 budget.

Ordinance 23-17: City of Westfield Authorizing the Issuance and Sale of GO Bonds for the Purpose of Providing Funds to be Used for the Costs of Improvements to LRS and Bridge Infrastructure, Construction of a New Barn at CS and Paying Incidental Expenses of the Issuance of Bonds. (Series 2023 A)

Council Introduction: August 28, 2023

Public Hearing: September 11, 2023

Adoption Consideration: September 11, 2023

Jim Crawford presented stating the bonds have a term limit not exceed 10 years and maximum and 7% maximum interest rate. FSG will provide a term sheet which will be sent to interested parties in order to receive a competitive bid. The bonds will be used to provide infrastructure improvements, and cost of a new barn for CS, widening of Tomlinson and Mule Barn roads, and possible RAB at 151st & Town. There was council discussion/questioning about items being listed in the budget **and** covered in the bond.

Ordinance 23-18: Appropriating the Proceeds of the GO Bond (Series 2023A)

Council Introduction: August 28, 2023

Public Hearing: September 11, 2023

Adoption Consideration: September 11, 2023

Jeremy Lollar stated this ordinance is required to allow for the above bonds to be appropriated so that the money can be spent.

Ordinance 23-19: City of Westfield Authorizing the Issuance and Sale of the Go Bonds of the City for the Purpose of Providing Funds for the Cost of the Acquisition of Fire Apparatus, Public Safety Equipment, and Miscellaneous Incidental Expenses of the Issuance of such Bonds.

Jeremy Lollar stated that this is the first year that the city has obtained 2 GO Bonds. The funds will be used to make local road improvements, bridge infrastructure, Phase 2 of a RAB at 161st and Springmill, funding acquisition of fire apparatus, public safety equipment, other miscellaneous vehicles, and updating mechanicals in existing buildings. Greg Guerrettaz and Jim Crawford explained the reasoning behind having two bonds.

Cindy Spoljaric expressed that she did not like the Go Bond including the 161st project and felt that the costs of the project should come from the TIF revenue. Scott Willis voiced that the tax rate needed to remain flat and having the bonds would be a benefit. There was continued discussion.

Ordinance 23-20 Appropriating the Proceeds of the GO Bond (Series 2023B)

Council Introduction: August 28, 2023

Public Hearing: September 11, 2023

Adoption Consideration: September 11, 2023

Ordinance to appropriate Bond Series 2023B

Resolution 23-109: Resolution to Appeal for an Increase Above the Maximum Levy

Council Introduction: August 28, 2023

Adoption Consideration: August 28, 2023

Greg Guerrettaz presenting stating the two reasons behind the appeal are do to our annexation fiscal plans (approved by council) and our 3-year growth factor.

Scott Willis made a motion to approve Resolution 23-109 as presented. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Guests:

None

Clerk-Treasurer Comments

Marla Ailor stated she was excited with the approval of American Legal agreement. Mrs. Ailor asked council where they would like the cost to be allocated from. It was agreed to take the cost out of the 2023 budget.

City Council Comments:

Scott Willis thanked staff on all their hard work.

Joe Edwards expressed his appreciation for the dedication in his name of the park/plaza.

Cindy Spoljaric appreciated the video of the park dedication. No APC report, ARPA meeting scheduled for September 15 @ 2:00.

Mayor Comments:

None

Without any further business, the meeting adjourned at 9:30 PM

Clerk-Treasurer

President

ORDINANCE NO. 23-15

AN ORDINANCE AUTHORIZING THE CITY OF WESTFIELD, INDIANA TO ISSUE ITS ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 2023 (FRONT STREET PROJECT – FEDERALLY TAXABLE) AND AUTHORIZING AND APPROVING OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Westfield, Indiana (“City”) is a municipal corporation and political subdivision of the State of Indiana and by virtue of Indiana Code 36-7-11.9 and Indiana Code 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Bond Ordinance”) and to carry out its provisions to issue revenue bonds for the purpose of financing, reimbursing or refinancing the costs of acquisition, construction, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City;

WHEREAS, the Act declares that the financing or refinancing of economic development facilities constitutes a public purpose;

WHEREAS, the City, the Westfield Redevelopment Commission (“Redevelopment Commission”) and Lantern Commons Master LLC, an Indiana limited liability company (“Developer”) intend to enter into a Development Agreement (the “Development Agreement”) providing for the completion of certain economic development facilities consisting of including but not limited to the:

- (i) Construction of approximately 2,900 linear feet of roadway for the extension of Westfield Boulevard with associated sidewalks, landscaping, street lighting, storm drainage, storm water detention structure;
- (ii) Hardscape at the intersection of Union Street and the new Westfield Boulevard Connector, to include pavers or stamped concrete paving, public benches or seating, a shelter structure, additional landscaping;
- (iii) Purchase of the land upon which the roadway and other public amenities described above are constructed upon; and
- (iv) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the project, together with all necessary appurtenances, related improvements and equipment, (collectively, the “Public Improvements Project”) to be located in or physically connected to the Front Street Allocation Area (“Allocation Area”) within the Lantern Commons Economic Development Area (“Area”), to support development of commercial, retail and residential projects in or physically connected to the Allocation Area, local public improvements and certain future needs of the City;

WHEREAS, consistent with the terms of the proposed Development Agreement, the City, the Redevelopment Commission and the Developer have advised the Westfield Economic Development Commission concerning the Public Improvements Project and request that the City issue its Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project – Federally Taxable) (with such further series or different designation as determined to be necessary including the year in which issued), in one or more series, in an aggregate principal amount not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000) (the “Bonds”), under the Act, and provide the proceeds of the Bonds to Developer for the purpose of financing all or a portion of the costs of the Public Improvements Project including capitalized interest, if any, and costs of issuance of the Bonds;

WHEREAS, the Developer will enter into a taxpayer agreement, among the Redevelopment Commission and the Developer (the “Taxpayer Agreement”), guaranteeing a certain amount of Tax Increment will be collected for the purpose of stabilizing the collection of Tax Increment;

WHEREAS, pursuant to and in accordance with the Act, and consistent with the terms of the Development Agreement, the City desires to provide funds necessary to finance all or a portion of the costs of the Public Improvements Project by issuing the Bonds;

WHEREAS, the financing of all or a portion of the costs of the Public Improvements Project will result in the diversification of industry, the creation and retention of jobs, the creation and retention of business opportunities in the City, and will be of public benefit to the health, safety and general welfare of the City and its citizens;

WHEREAS, the Act provides that the Bonds may be secured by a trust indenture between an issuer and a corporate trustee, and that a financing agreement will, among other things, provide for payments in an amount sufficient to pay the principal and interest on the Bonds authorized and allocable to the financing of the Public Improvements Project;

WHEREAS, Developer will make certain representations, warranties and commitments regarding the Public Improvements Project which will permit the City to derive the Tax Increment within the Allocation Area which, along with the application of Taxpayer Payments, RIF and PIF to the Bonds, is projected to be sufficient to pay principal of and interest on the Bonds, as the same become due and payable, and to pay administrative expenses in connection with the Bonds;

WHEREAS, on August 21, 2023, the Westfield Economic Development Commission (the “Economic Development Commission”) conducted a public hearing in accordance with the Act and Indiana Code 5-3-1, and adopted its resolution (the “Resolution”) finding that the financing of all or a portion of the costs of the Public Improvements Project complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and general welfare of the City;

WHEREAS, on August 21, 2023, the Redevelopment Commission adopted a resolution pledging Pledged Net TIF Revenues (as defined in the Development Agreement) and payments received under the Taxpayer Agreement, if any, to pay debt service on the proposed Bonds;

WHEREAS, with respect to the Bonds, the Economic Development Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Council the forms of: (1) a financing agreement, between the City and the Developer (the "Financing Agreement"); (2) a trust indenture including a form of the Bonds between the City and a trustee to be named by the City (the "Trustee") (the "Trust Indenture"); (3) a bond purchase agreement between the City and Lantern Commons Master LLC (the "Bond Purchase Agreement"); (4) the Development Agreement; (5) a form of taxpayer agreement between the Developer and the Redevelopment Commission (the "Taxpayer Agreement" and together with the Financing Agreement, the Trust Indenture and the Bond Purchase Agreement, the "Financing Documents"); and (6) this Bond Ordinance;

WHEREAS, no member of the Council has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and related to the Bonds authorized herein, which pecuniary interest has not been fully disclosed to the Council and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, THAT:

Section 1. The Council hereby finds and determines that the financing and reimbursement of the economic development facilities referred to in the Financing Documents consisting of the Public Improvements Project , the issuance and sale of the Bonds, and the use of the net proceeds thereof by the Developer to finance all or a portion of the costs of the Public Improvements Project will (i) result in the diversification of industry, the creation or retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, (ii) serve a public purpose, and will be of benefit to the health and general welfare of the City, (iii) comply with the purposes and provisions of the Act and it is in the public interest that the City take such lawful action as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, and (iv) not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

Section 2. The forms of the Financing Documents presented herewith are hereby approved and all such documents shall be kept on file by the Clerk-Treasurer of the City (the "Clerk-Treasurer"). In compliance with Indiana Code 36-1-5-4, two (2) copies of the Financing Documents are on file in the office of the Clerk-Treasurer for public inspection.

Section 3. The proposed financing of the Public Improvements Project. including capitalized interest, if any, and costs of issuance of the Bonds, as further described in the Financing Documents by the issuance of the Bonds, in the form proposed by the Economic Development Commission, is hereby approved.

The issuance of the Bonds, payable solely from revenues and receipts derived from the Financing Documents consisting of the Pledged Net TIF Revenues, available RIF and available PIF received in connection with the Public Improvements Project as set forth in the Development

Agreement, and payments received under the Taxpayer Agreement, is hereby authorized. The Bonds and the interest thereon do not and shall never constitute a general obligation of, an indebtedness of, or a charge against the general credit or taxing power of the City nor payable in any manner by revenues raised from taxation other than the Bonds and the interest payable thereon will be payable from a portion of the tax increment revenues derived from the Allocation Area and as otherwise provided in the Financing Documents described in this Ordinance.

Section 4. The Bonds, in one or more series, in the aggregate principal amount not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk-Treasurer of the City, as required under the Act; (ii) be dated as of the date of issuance or the first day of the month in which the Bonds are issued; (iii) mature on a date not later than twenty-five (25) years after the date of issuance; (iv) bear interest at a rate not to exceed eight percent (8.00%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be calculated and payable as provided in the Financing Documents; (v) be issuable in such denominations as set forth in the Financing Documents; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Trust Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Trust Indenture; (x) be subject to optional redemption in whole or in part, prior to maturity and subject to redemption as otherwise provided in the Financing Documents, including mandatory sinking fund redemption; and (xi) contain such other terms and provisions as may be provided in the Financing Documents.

Section 5. In accordance with the Act, the Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute, attest, affix or imprint by any means the City seal to the documents constituting the Financing Documents approved herein on behalf of the City or endorse and deliver the Financing Documents, and such other documents which may be necessary, appropriate or desirable to consummate the transactions contemplated by the Financing Documents. The signatures of the Mayor and Clerk-Treasurer may be either manual or facsimile signatures. The Mayor and Clerk-Treasurer are hereby authorized to arrange for the delivery of the Bonds to a trustee named by the City, and after payment in the manner set forth in the Financing Documents the Bonds shall be delivered by the trustee to the respective purchasers thereof. The Bonds may be purchased by the bond purchaser in installments and drawn down in installments. The Mayor and Clerk-Treasurer may, by their execution of the Financing Documents requiring their signatures and imprinting of facsimile signatures thereon, approve such changes in the Financing Documents as may be permitted by the Act, if such changes do not affect terms set forth in Section 27(a)(1) through and including (a)(10) of the Act.

Section 6. The provisions of the Financing Documents shall constitute a binding contract between the City and the holder of the Bonds and after the issuance of the Bonds, this ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds so long as the Bonds or the interest thereon remains unpaid.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This Ordinance shall be in full force and effect immediately upon passage and approval by the Mayor.

* * * *

ADOPTED AND PASSED THIS 11TH DAY OF SEPTEMBER, 2023, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

Voting For

Voting Against

Abstain

Joe Edwards

Joe Edwards

Joe Edwards

Jake Gilbert

Jake Gilbert

Jake Gilbert

Scott Frei

Scott Frei

Scott Frei

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
City of Westfield, Indiana

I hereby certify that ORDINANCE 23-15 was delivered to the Mayor of Westfield, Indiana on the ____ day of September, 2023, at __:__.m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 23-15

this ____ day of _____, 2023

at __:__.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 23-15

this ____ day of _____, 2023

at __:__.m.

J. Andrew Cook, Mayor

I affirm under the 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 document prepared by James T. Crawford, Jr., Esq., Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204, (317) 713-3606.

BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT (“Purchase Agreement”), dated as of the ____ day of September, 2023, between the City of Westfield, Indiana (hereinafter referred to as the “City” or the “Issuer”), a municipal corporation organized and existing under the laws of the State of Indiana, and Lantern Commons Master LLC, an Indiana limited liability company (“Purchaser”). Terms not otherwise defined herein shall have the meaning assigned in the hereinafter defined Indenture. Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Indenture except as otherwise expressly provided or unless the context otherwise requires.

WITNESSETH:

WHEREAS, on September 11, 2023, the Common Council of the City (“Council”) adopted Ordinance 23-____ authorizing the issuance of the City’s economic development revenue bonds, pursuant to Indiana Code 36-7-11.9 and 12 and a Trust Indenture dated as of September 1, 2023 (the “Indenture”), between the City and _____, as trustee, in the aggregate maximum principal drawing amount of \$9,900,000 designated as “Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project – Federally Taxable)” (“Bonds”); and

WHEREAS, the Purchaser has authorized the purchase of the Bonds;

NOW, THEREFORE, THE CITY AND THE PURCHASER AGREE:

Section 1. Purchase and Sale of the Bonds.

(a) The Purchaser hereby agrees to purchase the Bonds, and the City hereby agrees to use its best efforts to issue the Bonds and to sell the Bonds to the Purchaser at par. The Bonds shall be deemed to have been paid for in installments. The first installment shall consist of \$_____ deposited with the Trustee representing \$_____ to pay costs of issuance and \$_____ to pay initial costs of construction. The Bonds shall be dated their date of issuance, shall bear interest at the per annum rate as set forth in the Trust Indenture, shall mature semiannually on February 1 and August 1 on the dates and in the amounts as set forth in Exhibit A attached hereto and made a part hereof, and shall be subject to optional and mandatory sinking fund redemption as set forth on Exhibit A attached hereto and made a part hereof. All other terms of the Bonds are set forth in the Trust Indenture and the form of the Bonds. The Bonds shall constitute a contract between the City and the Purchaser, as the owner of the Bonds.

(b) The Bonds shall be issued in \$100,000 denominations and any \$1 integral multiple thereof and shall be numbered from R-1 upward if more than one Bond shall be delivered.

(c) The City has taken or will take prior to closing all actions required by law to enable it to issue its Bonds.

Section 2. Investment in Bonds. Prior to delivery of the Bonds by the City, the Purchaser will provide an investment letter to the effect that by acceptance of the Bonds the

Purchaser will be deemed to have consented to all of the terms and provisions of the Bond Ordinance, the Indenture and the Financing Agreement and will represent that:

(a) It is a sophisticated investor and is familiar with securities such as the Bonds.

(b) It is familiar with the Issuer, the Westfield Redevelopment Commission (“Redevelopment Commission”) and the Westfield Redevelopment District (“District”); it has received such information concerning the Issuer, the Redevelopment Commission, the District, the Bonds, the Pledged Net TIF Revenues, the Taxpayer Payments, the RIF and the PIF as it deems to be necessary in connection with investment in the Bonds. It has received, read and had an opportunity to comment upon and has consented to the provisions of the Bonds, the Indenture and the Financing Agreement. Prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer concerning the terms and conditions of the Bonds, the Taxpayer Agreement, the tax status of the Bonds, legal opinions and enforceability of remedies, the security therefor, property tax credits limiting the collection of Pledged Net TIF Revenues (as further described below), the availability of Taxpayer Payments described in the Bond Ordinance, Indenture and Financing Agreement, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Taft Stettinius & Hollister LLP or O.W. Krohn & Associates, LLP for information concerning the financial status of the Issuer or the financial ability of the Issuer to honor its financial obligations or other covenants under the Bonds, the Indenture or the Financing Agreement.

(c) It understands that the collection by the Issuer and the Redevelopment Commission of the Pledged Net TIF Revenues may be limited by operation of Indiana Code 6-1.120.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property. It further understands that the Issuer does not have the authority to levy a tax to pay principal of or interest on the Bonds or to levy a tax or borrow money to make up for any shortfall due to the application of the tax credits described in this paragraph.

(d) It is acquiring the Bonds for its own account with no present intent to resell and will not sell, convey, pledge or otherwise transfer the Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

(e) It understands that the Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Bonds only if the Trustee shall first have received: (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts; or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer; or (iii) a certificate stating that they

reasonably believe that the transferee is a “Qualified Institutional Buyer” within the meaning of Section (a) of Rule 144A (“Rule 144A”) promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Bonds.

(f) It has investigated the security for the Bonds, including the availability of Pledged Net TIF Revenues, Taxpayer Payments, RIF and PIF to its satisfaction, and it understands that the Bonds are payable only from Pledged Net TIF Revenues, Taxpayer Payments, RIF and PIF, to the extent any such payment sources are collected.

(g) It understands that the Taxpayer Agreement will not be executed as of the date of delivery of the Bonds and that there can be no assurance that the party responsible for making Taxpayer Payments under the Taxpayer Agreement will execute such Taxpayer Agreement or that there will be sufficient funds collected under the Taxpayer Agreement to ensure timely payment of debt service on the Bonds.

(h) It recognizes that the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. It also recognizes that by rendering such opinions, the attorneys do not become insurers or guarantors of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of the opinions guarantee the outcome of any legal dispute that may arise out of the transaction.

(i) It understands that interest on the Bonds is taxable for federal income tax purposes.

(j) It understands that the Issuer has no continuing disclosure obligations on the Bonds.

Simultaneously with the delivery to, or at the direction of, the Purchaser of the Bonds, which Bonds shall be substantially in the form set forth in the Indenture, the City shall furnish to the Purchaser a transcript of proceedings and the opinion of Taft Stettinius & Hollister LLP, bond counsel, addressed to the Trustee as to, among other things, the validity of the Bonds.

Section 3. If any provision of this Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Purchase Agreement and this Purchase Agreement shall be construed and be in force as if such invalid or unenforceable provision had not been contained herein.

Section 4. This Purchase Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Purchaser and the City each agree that they will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Purchase Agreement.

Section 5. No waiver by either the Purchaser or the City of any term or condition of this Purchase Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Purchase Agreement.

Section 6. This Purchase Agreement merges and supersedes all prior negotiations, representations, and agreements between the Purchaser and the City relating to the subject matter hereof and constitutes the entire agreement between the Purchaser and the City in respect hereof.

(Signature page follows)

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

CITY OF WESTFIELD, INDIANA

J. Andrew Cook, Mayor

Attest: _____
Cindy J. Gossard, Clerk-Treasurer

(City Signature Page of Bond Purchase Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as of the day first above written.

LANTERN COMMONS MASTER LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

(Purchaser Signature Page of Bond Purchase Agreement)

EXHIBIT A

Maturity Schedule

<u>Date</u>	<u>Amount</u>	<u>Interest Rate (1)</u>	<u>Date</u>	<u>Amount</u>	<u>Interest Rate (1)</u>
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[TO COME]

(1) bear a per annum interest rate adjusted from time to time at an Index Rate equal to the 30-day CME TERM Secured Overnight Financing Rate (SOFR) plus 270 basis points calculated on the actual number of days elapsed at a daily rate based upon a year of 360 days with such rate being adjusted every 30 days thereafter with adjustments in the Index Rate, provided, however, such resultant per annum rate shall never be less than Five and 50/100 Percent (5.50%) nor more than Eight and no/100 Percent (8.00%)

Optional Redemption

The Bonds are subject to optional redemption prior to maturity on any date, upon fifteen (15) days' notice, in whole or in part, in such order as the City shall direct in writing and by lot within maturities, at face value, with no premium, plus in each case, accrued interest to the date fixed for redemption.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“AGREEMENT”), dated as of September ___, 2023, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “City”), the WESTFIELD REDEVELOPMENT COMMISSION (the “RDC”), and LANTERN COMMONS MASTER LLC, an Indiana limited liability company, or an Affiliate or related entity thereof (the “Developer”), organized and existing under the laws of the State of Indiana (collectively, the City, RDC and Developer shall be referred to as “Parties”).

RECITALS

1. The Developer has proposed to develop all or a portion of the real estate described on Exhibit A attached hereto (the “Project Site”) which is located in the City of Westfield, Indiana (the “City”) through the construction and development of the commercial, retail and residential project more particularly described in Exhibit B attached hereto (the “Project”);

2. The City desires to induce the development of the Project by participating in the provision of, and/or obtaining various regulatory approvals of, certain infrastructure necessary to support the Project, directly connected to the Allocation Area (as hereinafter defined) and substantially benefiting the City consisting of road improvements and other local public improvements located primarily within the boundaries of the Project Site, including but not limited to the:

- (i) Construction of approximately 2,900 linear feet of roadway for the extension of Westfield Boulevard with associated sidewalks, landscaping, street lighting, storm drainage, stormwater detention structure;
- (ii) Hardscape at the intersection of Union Street and the new Westfield Boulevard Connector, to include pavers or stamped concrete paving, public benches or seating, a shelter structure, additional landscaping;
- (iii) Purchase of the land upon which the roadway and other public amenities described above are constructed upon;
- (iv) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the Project, ((i) through (iv) (as further shown in Exhibit D) are collectively, the “Public Improvements”).

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, the RDC and the City agree as follows:

ARTICLE I **Definitions**

“Affiliate” means an entity which directly or indirectly controls, is controlled by or is under common control with, the Developer. For purposes of this definition, “control” (including the terms “controls,” “controlled by” and “under common control with”) means the possession, direct

or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or other.

“Allocation Area” means that area represented in Exhibit C to this Agreement designated as the Front Street Allocation Area located in the Lantern Commons Economic Development Area. For the avoidance of doubt, if a portion of a parcel is within the Allocation Area only that portion of the parcel lying within the area marked on Exhibit C shall be considered within the Allocation Area for purposes of this Agreement.

“Bond” means the federally taxable economic development tax increment revenue bond of the City, to be issued to the Developer by the City in the face amount of not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000).

“Bond Final Payment Date” means the date upon which the Bond has been paid in full.

“Bond Proceeds” means the proceeds of the Bond deemed allocated to Improvement Costs.

“Bond Term” means the number of years the Bond is scheduled to remain outstanding until final maturity, which shall not be more than twenty-five (25) years from the date of issuance of the Bond.

“Bond Year” means each year during the term of the Bond beginning on February 1 and ending on the subsequent February 1.

“City Event of Default” is defined in Section 6.3 of this Agreement.

“City Papers” means all the written agreements, applications, certificates, documents, forms, instruments, statements or other papers, made, completed or provided by a City Party in connection with the (i) Project or any portion thereof, or (ii) the Bond or any transaction in connection therewith.

“City Parties” means, collectively, (a)(i) the City, the EDC and the RDC, and each one individually a City Party (ii) the municipal adviser or advisers to any City Party; (b) their respective legal counsel; and (c) their successors and assigns.

“Developer” means, collectively, Lantern Commons Master, LLC, an Indiana limited liability company, its Affiliates, and their successors and assigns.

“Developer Event of Default” is defined in Section 6.2 of this Agreement.

“Developer Financing” means the private financing obtained by the Developer to pay the Improvement Costs.

“Developer Parties” means, with respect to the Project or any portion thereof or the provision of the Bond payments and lawfully available funds of the District to the Developer:

- (a) the Developer;

- (b) the Developer's Affiliates; and
- (c) their successors and assigns.

"District" means the Redevelopment District of the City.

"EDC" means the City of Westfield Economic Development Commission organized and existing pursuant to the EDC Statute.

"EDC Statute" means, collectively, IC 36-7-11.9 and 12.

"Final Document(s)" means for each portion of the Project, the final construction schedule and the final construction drawings, as each is finalized and approved or reviewed by the City in accordance with the City's building permit process.

"Final Payment Date" means the date upon which the Bond has been paid in full.

"Fiscal Year" means the period commencing January 1 and ending December 31.

"Force Majeure" is defined in Section 7.18 of the Agreement.

"Improvement Costs" means the following costs incurred to provide for completion of the Public Improvements as "economic development facilities" as such term is defined and set forth in the EDC Statute: (i) all costs and expenses which the Developer shall be required to pay or has paid, or advance, under the terms of any contract or contracts (including architectural and engineering development services and construction management fees (whether to Developer or a third party construction manager) with respect thereto) for the construction of the Public Improvements, and other expenses customary for a project of this type, all in accordance with the EDC Statute; (ii) capitalized interest, from the date of the original delivery of the Bond through and including the reasonably anticipated period of construction of the Public Improvements financed by the Bond, plus no later than one year thereafter, as determined under the EDC Statute; and (iii) "Bond Issuance Costs" namely the costs, fees and expenses incurred or to be incurred in connection with the issuance and delivery of the Bond, including financial, legal, publication costs, filing and recording fees, preparing and printing the Bond and the documentation supporting the issuance of the Bond, costs of reproducing documents, and any other costs of a similar nature reasonably incurred.

"Front Street Allocation Area" is that area represented in Exhibit C to this Agreement. For the avoidance of doubt, if portion of a parcel is within the Front Street Allocation Area only that portion of the parcel lying within the area marked on Exhibit C shall be considered within the Front Street Allocation Area for purposes of this Agreement.

"Net TIF Revenues" means the TIF Revenues received by the RDC on any TIF Revenue distribution date, plus taxpayer payments received under any Taxpayer Agreement related to the Project, less RDC Direct Costs.

"Owner" means the Developer or its successors or assignees.

“PIF” means only those park impact fees for Improvement Costs directly related to park and greenspace actually incurred by the Developer within the Allocation Area.

“Pledged Net TIF Revenues” means eighty percent (80%) of Net TIF Revenues generated within the Allocation Area.

“Project” is defined in the attached Exhibit B.

“Project Site” is defined in Exhibit A.

“RDC Direct Costs” means all costs of the RDC to pay annual fees of the Trustee and any fees or other reasonable costs incurred in monitoring of TIF Revenues.

“Real Estate Taxes” means all real estate taxes levied on, against, or with respect to all or any specified portion of the Project and Project Site.

“RECITALS” means the provisions numbered 1 and 2 on the first page of this Agreement.

“RIF” means all of the road impact fees generated from the Allocation Area.

“Substantial Completion” means, with respect to the Project, or any portion thereof, the later of the date that: (a) owner receives a final or temporary certificate of occupancy for such portion of the Project; and (b) the date that such owner’s architect certifies, per AIA Form G704, that the construction of that portion of the Project is substantially complete in material compliance with all laws, this Agreement, the Final Documents (subject to permitted changes and change orders), and the required permits subject only to tenant improvements, certificates of occupancy for individual tenant spaces, landscaping and minor punchlist items that do not materially interfere with the use or operation thereof.

“Taxpayer Agreement” means an agreement pursuant to which Developer or owner of all or a portion of the Project agrees to pay an amount that, together with the Real Estate Taxes, is not less than the amount required to pay semiannual debt service on the Bond. Developer shall determine whether or not to require a Taxpayer Agreement.

“Termination Date” means the earlier of the date on which the Bond Term concludes or the date on which this Agreement terminates.

“TIF Revenues” means all property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in Indiana Code 36-7-14-39(b), as such statutory provision exists on the date of issuance of the Bond.

“Trust Indenture” means the Trust Indenture securing the Bond, between the City and the Trustee, dated as of the first day of the month in which the Bond is issued, and all amendments and supplements thereto.

“Trustee” means the trustee serving under the Trust Indenture.

ARTICLE II
Terms of and Conditions Precedent to Funding of Project

- 2.1 **Bond.** (a) The City shall, subject to the formal approvals of the City (including its Common Council), the EDC and the RDC, and satisfaction of the conditions precedent, use its best efforts to cause the issuance of the Bond for the purpose of procuring funds to pay for the Improvement Costs. The Bond will be issued under the terms described in paragraph (b) below, regardless of the terms and conditions of the Developer Financing.
- (b) The Bond shall (1) be issued pursuant to a Trust Indenture; (2) mature not later than twenty-five (25) years from the date of issuance of the Bond; (3) be issued in a principal drawing amount not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000); (4) bear a per annum interest rate adjusted from time to time at an Index Rate equal to the 30-day CME TERM Secured Overnight Financing Rate (SOFR) plus 270 basis points calculated on the actual number of days elapsed at a daily rate based upon a year of 360 days with such rate being adjusted every 30 days thereafter with adjustments in the Index Rate, provided, however, such resultant per annum rate shall never be less than Five and 50/100 Percent (5.50%) nor more than Eight and no/100 Percent (8.00%) (5) be payable as to principal and interest semiannually on February 1 and August 1 from Pledged Net TIF Revenues, and to the extent available, RIF and PIF as described in sub-paragraph (c) below; (6) be prepayable at any time, in whole or in part, at par without penalty; (7) be subject to optional and mandatory sinking fund redemption; (8) be purchased by the Developer or, alternatively, Developer's bank; (9) be issued in fully registered form in minimum denominations of \$100,000 and any \$1 integral multiples thereafter or as provided in the Trust Indenture; and (10) may be purchased in installments and drawn down by the Developer in installments.
- (c) To the extent RIF or PIF is available, RIF and/or PIF shall be applied to the payment of Improvement Costs during the period of construction to reduce the principal drawing amount of the Bond, and, thereafter, to the payment of principal and interest on the Bond. In addition, on any principal and interest payment date, after the payment of principal and interest in arrears, if any, and current interest and principal, available RIF and/or PIF shall be used to redeem in whole, or in part, the Bond as described in the Trust Indenture.
- (d) The Bond shall initially be issued in the maximum principal drawing amount of Nine Million Nine Hundred Thousand Dollars (\$9,900,000) (the "Original Principal drawing amount"). Upon completion of the Public Improvements, and before the first principal and interest payment due and payable on the Bond, the Trustee shall reduce the Original Principal drawing amount to an amount which equals actual Improvement Costs less RIF and PIF applied to Improvement Costs during the period of construction. Notwithstanding the application of RIF and PIF during the period of construction, total Improvement Costs incurred are expressly limited to Nine Million Nine Hundred Thousand Dollars (\$9,900,000).

- (e) During the period of construction, the Developer shall submit to the City all documentation the City deems necessary to approve the Improvement Costs, the approval of which shall not be unreasonably withheld, delayed or conditioned. Such documentation shall be provided to the City in the manner described in the Trust Indenture.
- (f) Sufficient sums of Pledged Net TIF Revenues, when and if available, shall be deposited as provided in the Trust Indenture to meet and pay the principal and interest on the Bond, as the same become due and payable. Nothing herein should be construed as requiring the RDC or the City to deposit or cause to be paid to the holder of the Bond, funds from any source other than receipts derived from the Pledged Net TIF Revenues, RIF and PIF. To the extent Pledged Net TIF Revenue is available in amounts in excess of those required to make the payments then due on the Bond, such excess Pledged Net TIF Revenues shall be used as agreed upon by the Parties such agreement shall not be unreasonably withheld, delayed or conditioned.
- (g) In the event TIF Revenues are, in any given period, insufficient to make payment then due on the Bond, such shortfall shall accrue and be payable from future available TIF Revenues during the Bond Term. Such amounts payable to the Developer or such affiliate will bear interest at the same rate or rates as the Bond. Any amounts due and owing on the Bond at the expiration of the Allocation Area on the date which is not greater than twenty-five (25) years from the date of issuance of the Bond shall be forgiven.
- (h) The Bond shall never constitute a general obligation of, an indebtedness of, or a charge against the general credit of the City nor is the Bond payable in any manner from revenues raised by taxation, except from the Pledged Net TIF Revenues,.
- (i) Bond Issuance Costs shall be paid at the time of closing on the Bond, including reimbursement of any financial and legal costs paid by the City prior to such closing in connection with this Agreement and reimbursement of any financial and legal costs paid by the Developer.
- (j) The RDC shall provide to Developer all documentation the Developer deems reasonably necessary to review RDC Direct Costs; provided, however, such review shall not limit or prohibit the RDC from making reasonable and necessary expenditures to pay annual Trustee fees or financial advisory or legal fees related to monitoring the TIF Revenues during the term the Bond is outstanding.
- (k) The Developer will apply the proceeds of the Bond to pay for or reimburse Improvement Costs. Prior to the issuance of the Bond, Developer shall provide to the City a list of the specific Improvement Costs the Developer proposes to pay for or reimburse from proceeds of the Bond, which must be approved by the City, such approval not to be unreasonably withheld or delayed.

- (l) The Developer shall pay or cause to be paid, when due, all real estate taxes and assessments on the Project in accordance with Indiana law without challenging or appealing the assessed value of the Project, the applicable tax rate, or the application of the tax rate to the assessed value provided, however, the foregoing shall not operate to prohibit an appeal based upon: (a) the application of the incorrect tax rate; (b) mathematical error or (c) after the Project has been fully assessed, the taxes billed for any calendar year have increased by more than fifteen percent (15%) over the taxes billed for the prior calendar year and the assessment for the Project in the year of such increase is inconsistent with assessment of other real property similar to the Project in age, size, use and other relevant factors.
- (m) If the Developer decides that it will require that the owner of any portion of the Project should enter into a Taxpayer Agreement such Taxpayer Agreement shall be mutually acceptable to the City Parties and (i) state that beginning the calendar year following the first January 1 after Substantial Completion of the applicable portion of the Project and continuing through each calendar year of the Bond Term, such owner agrees (i) to annually (in semi-annual payments on the dates that are five days prior to the next-due payment of debt service on the Bond pay RDC the positive difference, if any, between: (a) the amount of the required debt service payment allocated to such portion of the Project; and (b) the Pledged Net TIF Revenue distributable to RDC for the applicable year calculated as a percentage the numerator of which is the TIF Revenue from such portion and the denominator of which is the TIF Increment for the entire Project multiplied by the debt service payment then due on the Bond; (ii) provide that the payments due by such owner thereunder are secured by an annually renewable lien against the Project and the Project Site that is the same in nature and priority to (but different from and in addition to) the lien of Real Estate Taxes and, accordingly, shall: (A) be prior to any mortgage or other lien or encumbrance on such portion of the Project other than the lien of Real Estate Taxes; and (B) renew automatically every January 1 during the Bond Term in its same priority; (iii) shall be recorded and run with the Project Site; (iv) sets forth the policies of insurance required to be maintained by such owner during the Bond Term, and the obligations of the such owner if there is casualty damage to, or destruction of, that portion of the Project; and (v) prohibits such owner from challenging or appealing: (A) the assessed value of the applicable portion of the Project; (B) the applicable tax rate; or (C) the application of the tax rate to the assessed value; to the extent that the foregoing likely would result in the applicable tax rate to be lower than the projected applicable tax rate, or the applicable assessed value being less than 100% of the projected assessed value, provided, however, the foregoing shall not operate to prohibit an appeal based upon: (a) the application of the incorrect tax rate; (b) mathematical error or (c) after such portion of the Project has been fully assessed, the taxes billed for any calendar year have increased by more than fifteen percent (15%) over the taxes billed for the prior calendar year and the assessment for such portion of the Project in the year of such increase is inconsistent with assessment of other real property similar to such portion of the Project in age, size, use and other relevant factors. City Parties and such owner shall execute and record the Taxpayer Agreement (or a memorandum thereof) at the closing of the sale of such portion of the Project to such owner.

Nothing in this Agreement or the Taxpayer Agreement shall be deemed to release such owner from any obligation to pay Real Estate Taxes or Assessments on such portion of the Project regardless of when payable or assessed.

2.2 **Conditions Precedent to Issuance of Bond.** The City shall not be obligated to issue the Bond to the Developer until the following have occurred:

- (a) the requirements of Section 2.1 have been satisfied;
- (b) the Allocation Area has been established;
- (c) the Bond has been authorized by appropriate actions of the City Parties;
- (d) the Net TIF Revenues, the PIF and the RIF have been pledged to payment of the Bond;
- (e) Developer is enrolled in the E-Verify Program.

2.3 **Term of Agreement.** This Agreement shall be effective on the date set forth in the first paragraph of this Agreement. This Agreement will terminate on the Termination Date. In addition, this Agreement may be earlier terminated under Article VI of this Agreement.

ARTICLE III

Conditions Precedent to Developer Obligations

3.1 **Conditions Precedent to Obligations of Developer.** The obligation of the Developer to perform its covenants and agreements under this Agreement shall be subject to the satisfaction of the conditions precedent specified in this Section 3.1:

- (a) The City and the RDC each agree to use their respective best efforts to create the Allocation Area which shall be a separate allocation area consisting solely of that portion of the Project Site particularly described in Exhibit C;
- (b) The representations and warranties of the City contained in Article IV of this Agreement continue to be true, complete and accurate in all material respects;
- (c) The City and the RDC have each carried out in all material respects their respective obligations under this Agreement and each are in compliance in all material respects with the covenants specified in Article V of this Agreement, to the extent such obligations and covenants are required to have been carried out or are applicable at the time the Developer's obligation to perform has arisen; and
- (d) The City and the RDC shall have obtained the necessary approvals to commit and pledge the Pledged Net TIF Revenues, PIF and RIF to payment of the Bond.

ARTICLE IV
Representations and Warranties of Parties

- 4.1 **Representations, Warranties of Developer.** The Developer represents and warrants, as of the date hereof, that:
- (a) **Authority.** The Developer has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered by duly authorized representatives of each party hereto, will constitute the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general principles of equity.
 - (b) **Capacity, Capability.** The Developer has the requisite capacity and capability to administer, complete and own the Project.
 - (c) **Estimated Improvement Cost Documentation.** The Developer will provide the City with all documentation as it becomes available that the City deems to be necessary to determine the estimated Improvement Costs.
- 4.2 **Representations, Warranties of City and RDC.** The City and the RDC, as applicable, each represents and warrants, as of the date hereof, that:
- (a) All of the RIF will be paid to Developer to reduce the principal balance of the Bond or credited against the outstanding principal balance of the Bond until the Bond has been paid in full.
 - (b) All of the PIF directly related to the Public Improvements will be paid to Developer to reduce the principal balance of the Bond or credited against the outstanding principal balance of the Bond until the Bond has been paid in full.
 - (c) **Authority.** Subject to Section 7.19 of this Agreement, the City and the RDC each represents and warrants, as of the date hereof, that (i) it has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement, and (ii) this Agreement, when executed and delivered by duly authorized representatives of each party hereto, will constitute the legal, valid and binding obligation of the City and the RDC, enforceable against the City and the RDC in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general principles of equity.

- (d) **No Default or Conflict.** The execution and delivery of this Agreement and the effectuation of the transactions contemplated hereby, will not conflict with or constitute a material breach of or default under any applicable law or administrative regulation of the City or the RDC, or any applicable judgment or decree, or any indenture, loan agreement, Bond, resolution, certificate, agreement or other instrument to which the City or the RDC is a party or is otherwise subject.
- (e) **Absence of Litigation.** No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the City's knowledge, threatened against the City or the other City Parties with respect to (a) the organization and existence of the City or the other City Parties, (b) the authority of the City or the other City Parties to execute or deliver this Agreement or to perform their respective obligations hereunder, including effectuating the transactions contemplated hereby, (c) the validity or enforceability of this Agreement or the transactions contemplated thereby, or (d) any authorization or proceedings related to the execution and delivery of this Agreement or the transactions contemplated hereby.
- (f) **Authorizations and Proceedings.** Subject to Section 7.19 of this Agreement, the actions, authorizations and proceedings referenced in this Agreement necessary to make this Agreement, when executed and delivered by the City and the RDC, the legal, valid and binding obligation of the City and the RDC, are in full force and effect and no such authorizations or proceedings have been repealed, revoked, rescinded or amended and all are in full force and effect.
- (g) **Compliance with Open Meeting Laws.** To the extent required by the laws of the State of Indiana, all actions of the City and the RDC with respect to the actions, authorizations and proceedings referenced in Section 4.2(d) or Section 7.19 and elsewhere herein occurred or will occur at meetings held after notice given in accordance with such laws, which were open to the public and at which quorums were present and acting throughout.

ARTICLE V

Covenants of Parties

5.1 **Covenants of Developer.** The Developer covenants and agrees, as follows:

- (a) **Rights of Way.** Upon completion of roads identified in sub-clauses (i) and (ii) of the definition of Public Improvements to the standards of City, the Owner will dedicate at no cost to the City, and the City will accept all of the right of way owned by Owner necessary for the items identified in sub-clauses (i), (ii) and (v) of the definition of Public Improvements.
- (b) **Construction and Cost of Public Improvements.** Developer will construct the Public Improvements. The Developer will pay the Improvement Costs. The initial principal drawing amount of the Bond, including capitalized interest allowable

pursuant to the EDC Statute, if any, and costs of issuance of the Bond, shall not exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000) without the prior written consent of the Parties which consent shall not be unreasonably withheld, delayed or conditioned. The parties anticipate the only circumstances that may cause the Improvement Costs exclusive of capitalized interest allowable pursuant to the EDC Statute, estimated on the date of this Agreement to be Eight Million Three Hundred Fifty-Three Thousand and Thirty-Eight Dollars (\$8,353,038) exclusive of the Capitalized Interest component, to increase to be (i) adding additional improvements agreed upon by both parties, (ii) substandard soils existing within the construction area for the roads that in an aggregated total exceed one hundred linear feet of roadway or four feet in depth for any distance, (iii) an increase in the interest rate for the Developer Financing (as hereinafter defined) to greater than Eight and No/Hundredths Percent (8.00%) or (iv) an increase in the cost of goods, labor, and materials in the economy as a whole; and (v) an incident of Force Majeure.

- (c) **Public Improvement Scope, Timing and Cost.** The Developer shall establish the scope, timing, and budget/construction costs of the Public Improvements with the consultation of the City or the designated representative of the City. The Public Improvements will be constructed in accordance with the design standards of the City.
- (d) **Compliance with Laws.** The Developer shall comply in all material respects with (and shall cooperate with the City and the RDC to enable the City and the RDC to comply in all material respects with) statutes, regulations and rules applicable to the Project, including the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988.
- (e) **Application of Funds.** The Developer will apply Bond Proceeds and lawfully available funds of the City to pay for or reimburse Improvement Costs or cause them to be so used, as provided in the Financing Agreement. Prior to the issuance of the Bond, the Developer will provide to the City a list of the specific Improvement Costs that the Developer proposes to pay for or reimburse with the Bond Proceeds, which must be approved by the City, such approval not to be unreasonably withheld or delayed. The Developer will allocate the Bond Proceeds to the payment or reimbursement of Improvement Costs.
- (f) **Records, Reporting.** Through the Bond Final Payment Date, the Developer shall keep and maintain in its offices, complete and accurate records and supporting documents relating to the application of Bond Proceeds and the receipt of debt service payments on the Bond.
- (g) **Inspection of Records.** The City's mayor, clerk-treasurer, director of public works, engineer, financial consultant, construction consultant, legal counsel or any other mutually agreed upon duly authorized representative of the City shall, during regular business hours of the Developer, have access to and the right to examine

the records and supporting documents required to be kept and maintained under this Agreement. Such access and right will terminate on the Bond Final Payment Date. Prior to such termination, the Developer will cooperate reasonably with the City in connection with any such examination, including, to the extent possible and permissible, posting the information on a secure website. Any examination will be at the expense of the City.

- (h) **Inspection of Project.** Any duly authorized representative of the City shall have access to and the right to inspect the Project. Prior to such termination, the Developer will cooperate reasonably with the City in connection with any such inspection.
- (i) **Nondiscrimination.** Prior to the Termination Date, the Developer and its officers, agents and employees will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability or United States military service veteran status. Breach of this subsection (i) shall be regarded as a material breach of this Agreement.

5.2 **Covenants of City.**

- (a) The City covenants and agrees to use its best efforts (i) to take or cause to be taken and (ii) to cause the other City Parties to use their best efforts to take or cause to be taken (and shall cooperate with the Developer to enable the Developer to take or cause to be taken) all actions necessary or desirable under statutes, regulations and rules applicable to the Project, and to execute and deliver or cause to be executed and delivered (and shall cooperate with the Developer to enable the Developer to execute and deliver or cause to be executed and delivered) such City Papers and other papers as may be necessary or desirable under such statutes, regulations and rules to assist and permit the Developer to develop the Project, and receive the benefit of payments on the Bond.
- (b) The City covenants and agrees that:
 - (i) the Developer and the Developer Parties will not be liable for or with respect to the issuance or payment of the Bond (other than payment of taxes levied on their property in the Allocation Area); and
 - (ii) neither the Project nor the Public Improvements nor any portion of the Project or the Public Improvements will be pledged, directly or indirectly, to secure the Bond or any obligations relating to the Bond.

- (c) The City covenants to use its best efforts during the Bond Term to capture sufficient incremental assessed value in the Allocation Area to generate Pledged Net TIF Revenues sufficient to make all required payments on the Bond.
- (d) So long as the Bond remains outstanding, the City and the RDC each agree that it will not pledge the Pledged Net TIF Revenues, PIF or RIF to additional obligations of the City or the RDC, however, it is expressly understood by the Parties to this Agreement that the City and the RDC may use the TIF Revenues not pledged to payment of the Bond for any lawful purpose.

ARTICLE VI

Events of Default; Remedies

6.1 **Developer Events of Default.** Each of the following shall constitute a “Developer Event of Default” by the Developer:

- (a) The material inaccuracy of any representation or warranty made by the Developer to the City, when made or deemed to be made, under this Agreement.
- (b) The Developer’s material failure to fulfill any covenant of the Developer in this Agreement, and such failure shall remain unremedied for a period of thirty (30) days after the City gives written notice of the failure to the Developer; *provided, however*, if the Developer can show that the failure stated in the notice cannot be corrected within the applicable period (but can be corrected within such longer period), and the Developer initiates corrective action within said period, and diligently, continually, and in good faith works to effect a cure as soon as possible, the time period shall be reasonably extended for a period not to exceed one hundred twenty (120) days or such longer period agreed upon by the Parties.

6.2 **City Events of Default.** Each of the following shall constitute a “City Event of Default” by the City:

- (a) The material inaccuracy of any representation or warranty made by the City to the Developer, when made or deemed to be made, under this Agreement.
- (b) Subject to Section 7.19 of this Agreement, the City’s material failure to fulfill any covenant of the City in this Agreement, and such failure shall remain unremedied for a period of thirty (30) days after the Developer gives written notice of the failure to the City; *provided, however*, if the City can show that the failure stated in the notice cannot be corrected within the applicable period (but can be corrected within such longer period), and the City initiates corrective action within said period, and diligently, continually, and in good faith works to effect a cure as soon as possible, the time period shall be reasonably extended for a period not to exceed one hundred twenty (120) days or such longer period agreed upon by the Parties.

6.3 **RDC Events of Default.** Each of the following shall constitute a “RDC Event of Default” by the RDC:

- (a) The material inaccuracy of any representation or warranty made by the RDC to the Developer, when made or deemed to be made, under this Agreement.
- (b) Subject to Section 7.19 of this Agreement, the RDC's material failure to fulfill any covenant of the RDC in this Agreement, and such failure shall remain unremedied for a period of thirty (30) days after the Developer gives written notice of the failure to the RDC; *provided, however*, if the RDC can show that the failure stated in the notice cannot be corrected within the applicable period (but can be corrected within such longer period), and the RDC initiates corrective action within said period, and diligently, continually, and in good faith works to effect a cure as soon as possible, the time period shall be reasonably extended for a period not to exceed one hundred twenty (120) days or such longer period agreed to by the Parties.

6.4 **City and RDC Remedies, Termination.** Upon the occurrence and continuation of a Developer Event of Default, subject to the Developer's rights (under this Agreement or in law or in equity or otherwise) to dispute, contest or appeal any claim by the City and/or the RDC that a Developer Event of Default has occurred or is occurring, the City and/or the RDC may upon prompt written notice to the Developer, suspend or terminate the City's and the RDC's obligation, if any, to fund further payments on the Bond; provided, however, under no circumstances shall the City and/or the RDC be able to discontinue payments to Developer as provided herein to the extent the Developer has expended sums to create Public Improvements acceptable to applicable City standards that are in place as of the time of an Event of Default. Payment for such Public Improvements as defined herein shall remain a continuing obligation from TIF, PIF and RIF revenues until paid in full. In addition, the City and/or the RDC may institute any action, suit or other proceeding in law or in equity or otherwise, which the City and/or the RDC deems necessary or appropriate for the protection of their respective interests.

6.5 **Developer Remedies, Termination.** Upon the occurrence and continuation of a City or an RDC Event of Default, the Developer may, subject to the City's or the RDC's rights (under this Agreement or in law or in equity or otherwise) to dispute, contest or appeal any claim by the Developer that a City Event of Default and/or an RDC Event of Default has occurred or is occurring, institute any action, suit or other proceeding in law or in equity or otherwise, which the Developer deems necessary or appropriate for the protection of its interests.

ARTICLE VII
Miscellaneous

- 7.1 **Expenses Incurred Upon Developer or City Event of Default or RDC Event of Default.** Upon the occurrence of either a Developer Event of Default or a City Event of Default or RDC Event of Default resulting in the commencement of litigation or other administrative proceeding for dispute resolution, the party prevailing in any such litigation or proceeding shall be entitled to reimbursement by the other party (the non-prevailing party) for all reasonable and properly documented out of pocket expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the prevailing party as a result of one or more Events of Default by the non-prevailing party.
- 7.2 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or Affiliated entity with the express prior written consent of each of the RDC and the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and that this Agreement is intended to be and shall be, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.
- 7.3 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City, the RDC and the Developer.
- 7.4 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or the RDC or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an "independent contractor" with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker's compensation insurance.
- 7.5 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City, the RDC and the Developer in this Agreement, and all certificates delivered by the City, the RDC and the Developer shall survive the execution of this Agreement and the completion of the Public Improvements. No other person is entitled to rely upon any such representations, warranties, covenants, agreements or certificates.
- 7.6 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):

To the City:	City of Westfield, Indiana Westfield City Hall 130 Penn Street Westfield, Indiana 46074 Attn: Mayor
With a copy to:	Taft Stettinius & Hollister LLP One Indiana Square, Suite 3500 Indianapolis, Indiana 46204-2023 Attn: James T. Crawford, Jr.
To the Developer:	Lantern Commons Master LLC 2942 Elam Road Murfreesboro, Tennessee 37127 Attn: Managing Member
With a copy to:	Church Church Hittle + Antrim 2 North 9 th Street Noblesville, Indiana 46060 Attn: Eric M. Douthit

or to such other address or person as shall be designated from time to time by notice as contemplated by this Section 7.6.

- 7.7 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.
- 7.8 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Hamilton County, Indiana Circuit or Superior Courts. The City, the RDC and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.
- 7.9 **No Waiver.** Neither failure nor delay on the part of the City or the RDC or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the RDC or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the RDC or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the City or the RDC or the Developer shall entitle the City or the RDC or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the RDC's or the Developer's right to take other or further action in any circumstances without notice or demand.

- 7.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.
- 7.11 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City, the RDC and the Developer and their respective successors and assigns.
- 7.12 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer, the RDC and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the RDC or the Developer to carry out the provisions and purposes of this Agreement including, but not limited to, reasonable administrative amendment of this Agreement to satisfy the underwriting requirements of the Developer's Lender but only so long as such administrative amendments do not violate any provision of this Agreement particularly Section 2.1.
- 7.13 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- 7.14 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

- 7.15 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City, the RDC and the Developer and supersedes all prior agreements, written or verbal, between the City, the RDC and the Developer. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City, the RDC or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement. The parties do contemplate entering into additional development agreements that are intended to amend and or supplement the scope and purpose of this agreement.
- 7.16 **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.
- 7.17 **Indemnification.**
- (a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City Parties (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City Parties), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
- (i) Violation by the Developer of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, the Public Improvements or any part thereof, in connection with the implementation of or effectuation of this Agreement;
 - (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
 - (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and
 - (v) The provision of any information or certification furnished by the Developer in connection with the issuance of the Bond or this Agreement.
- (b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the City or other City Party relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Any act, failure to act, or misrepresentation by the City or other City Party, or any of the City's or other City Party's agents, contractors, servants, employees or licensees related to this Agreement;
- (iv) The provision of any information or certification furnished by the City or other City Party in connection with the issuance of the Bond or this Agreement; and
- (v) The defense of any claim related to the action brought by the City Parties to obtain additional right of way from parties other than the Owner for the construction of item (i) of the Public Improvements

7.18 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. "Force Majeure" means any act of God; any accident (including equipment failure, HVAC failure or electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any national health crisis or pandemic including federal or state mandated isolation, quarantine, shut down or controls affecting the availability of labor including any future impacts related to the COVID 19 or similar outbreak; any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; the establishment of a general banking moratorium by Federal, State of Indiana authorities; a major financial crisis or material disruption in commercial banking or securities markets; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section 7.18, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

- 7.19 **Future Actions.** Notwithstanding any other provisions of this Agreement, the parties acknowledge and understand that (i) certain City Parties, including the Common Council of the City, the City Economic Development Commission and the RDC, must take future actions to implement and maintain the City's and/or the RDC's obligations under this Agreement, and (ii) the representations of and performance of the covenants and agreements of the City and the RDC are subject to and contingent upon compliance with and completion of applicable statutory and administrative procedures, including, without limitation, any applicable public notice and public hearing requirements, official actions by governing bodies, and any remonstrance and appeal rights. The City covenants that it will use its best and commercially reasonable efforts to do all things lawfully within its power to take such future actions and to comply with all applicable statutory and administrative procedures at such times and in such manner as to effectuate and implement the provisions and intent of this Agreement to the fullest extent possible in accordance with the time frames set forth herein. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.
- 7.20 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and **EXHIBITS** form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or **EXHIBIT** shall be deemed to refer to an Article, Section or RECITAL of, or **EXHIBIT** to, this Agreement, (iv) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

ARTICLE VIII

Tax Exempt Uses, Property Assessed Valuation Appeals and Payments

- 8.1 Developer covenants and warrants it will pay all property tax bills for the Project owned by Developer, its affiliates and its subsidiaries before tax bills are delinquent.
- 8.2 Developer covenants and warrants that it will not appeal or otherwise challenge the reasonable assessed valuation of the Project owned by the Developer, its Affiliates and its subsidiaries such that it would cause the Project to generate insufficient TIF Revenues.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

“DEVELOPER”

LANTERN COMMONS MASTER LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of Lantern Commons Master LLC, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2023.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

“CITY”

CITY OF WESTFIELD

By: _____
J. Andrew Cook, Mayor

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared. Andrew Cook, the Mayor of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2023.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

“RDC”

CITY OF WESTFIELD, INDIANA
REDEVELOPMENT COMMISSION

By: _____
Joseph Plankis, President

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Joseph Plankis, the President of the City of Westfield, Indiana, Redevelopment Commission who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana Redevelopment Commission.

Witness my hand and Notarial Seal this _____ day of _____, 2023.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

This instrument prepared by James T. Crawford, Jr., Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023.

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. *James T. Crawford, Jr.*

EXHIBIT A

Project Site

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East, in Hamilton County, Indiana, being described as follows:

Beginning at the southeast corner of said Quarter Section; thence North 00 degrees 37 minutes 57 seconds East along the east line thereof a distance of 2208.18 feet to a Mag Nail at the northeast corner of a tract of land described in Instrument #9954337 in the Office of the Recorder, Hamilton County, Indiana (basis of bearing per said deed) (the following 7 courses are along the north, west and south lines of said tract of land); (1) thence South 87 degrees 58 minutes 14 seconds West a distance of 1654.08 feet to a 5/8" rebar with cap stamped "Weihe" on the east right-of-way line of US Highway 31 per ISHC Project No. F24(23) dated 1954; (2) thence South 14 degrees 39 minutes 28 seconds East along said right-of-way line a distance of 263.05 feet to a 5/8" rebar with yellow cap stamped "Benchmark Firm 0061" (hereafter referred to as "Benchmark" rebar); (3) thence North 87 degrees 58 minutes 14 seconds East a distance of 301.04 feet; (4) thence South 00 degrees 37 minutes 59 seconds West a distance of 139.21 feet to a "Benchmark" rebar; (5) thence North 88 degrees 01 minute 54 seconds East a distance of 2.41 feet to a "Benchmark" rebar; (6) thence South 00 degrees 37 minutes 59 seconds West a distance of 357.00 feet to a point lying 1.1' south and 0.4' east of an iron pipe; (7) thence North 88 degrees 24 minutes 40 seconds East a distance of 90.85 feet to the northerly extension of the west line of a tract of land described in Deed Book 232, Page 257 in said Recorders Office, said point lying 1.1' south of a "Benchmark" rebar; thence South 01 degrees 11 minutes 47 second West along said line a distance of 1015.54 feet to the east right-of-way line of US Highway 31 per said plans; thence South 15 degrees 17 minutes 39 seconds East along said right-of-way line a distance of 336.62 feet to a 5/8" rebar with yellow cap stamped "Schneider Firm 0001"; thence South 70 degrees 16 minutes 52 seconds East along said right-of-way line a distance of 242.49 feet to a point lying 0.2' south of an iron pipe; thence South 01 degrees 34 minutes 27 seconds East a distance of 19.56 feet to the south line of said Quarter Section; thence North 88 degrees 05 minutes 06 seconds East along said line a distance of 877.60 feet to the Point of Beginning, containing 63.11 acres, more or less.

The property described above is herein below referred to as the "Original Parcel".

LESS AND EXCEPTING FROM THE ORIGINAL PARCEL:

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantors' (being the same as Borrower under the Fourth Modification Agreement) land lying within the right of way lines depicted on the Right of Way Parcel Plat, marked as **Exhibit "B"** to the Partial Release of Mortgage dated July 17, 2012 and recorded as Instrument No. 2012071322, described as follows: Beginning on the south line of said quarter section South 87 degrees 33 minutes 40 seconds West 104.05 feet from the southeast corner of said quarter section; thence continuing South 87 degrees 33 minutes 40 seconds West 773.90 feet along the south line of said quarter section; thence North 2 degrees 28 minutes 52 seconds West 15.78 feet to the northeast boundary of U.S. 31; thence North 68 degrees 56 minutes 03 seconds West 245.46 feet along said boundary to the east boundary of U.S. 31; thence North 15 degrees

55 minutes 46 seconds West 336.79 feet along said boundary to the east line of a parcel of land described in Instrument #200392264; thence North 0 degrees 10 minutes 42 seconds East 294.99 feet along said line; thence South 22 degrees 27 minutes 48 seconds East 447.43 feet to point "203" on said plat; thence South 38 degrees 44 minutes 53 seconds East 147.95 feet to point "800" on said plat; thence South 53 degrees 28 minutes 25 seconds East 192.73 feet to point "799" on said plat; thence North 87 degrees 26 minutes 28 seconds East 250.06 feet to point "798" on said plat; thence South 87 degrees 39 minutes 50 seconds East 351.28 feet to point "797" on said plat; thence South 64 degrees 42 minutes 16 seconds East 82.82 feet to point "796" on said plat; thence South 2 degrees 26 minutes 59 seconds East 7.78 feet to the point of beginning containing 3.145 acres more or less, inclusive of the presently existing right of way for 161" Street which contains 0.117 acres more or less.

ALSO LESS AND EXCEPTING FROM THE ORIGINAL PARCEL:

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantors' (being the same as Borrower under the Fourth Modification Agreement) land lying within the right of way lines depicted on the Right of Way Parcel Plat, marked as **Exhibit "B"** to the Partial Release of Mortgage dated July 17, 2012 and recorded as Instrument No. 2012071322, described as follows: Commencing at the southeast corner of said northeast quarter section; thence North 0 degrees 06 minutes 30 seconds East 2,208.18 feet along the east line of said quarter section to the northeast corner of said grantors' land; thence South 87 degrees 26 minutes 47 seconds West 1,617.24 feet along the north line of said land to the point of beginning of this description; thence South 18 degrees 02 minutes 23 seconds East 262.91 feet to the north line of a parcel of land described in Instrument #200392264; thence South 87 degrees 28 minutes 11 seconds West 49.97 feet along said line to the east boundary of U.S. 31; thence North 15 degrees 10 minutes 53 seconds West 259.63 feet along said boundary to the northwest corner of said grantors' land; thence North 87 degrees 26 minutes 47 seconds East 36.54 feet along the north line of said grantors' land to the point of beginning containing 0.252 acres, more or less.

EXHIBIT B

Description of Project

LANTERN COMMONS – NARRATIVE STATEMENT

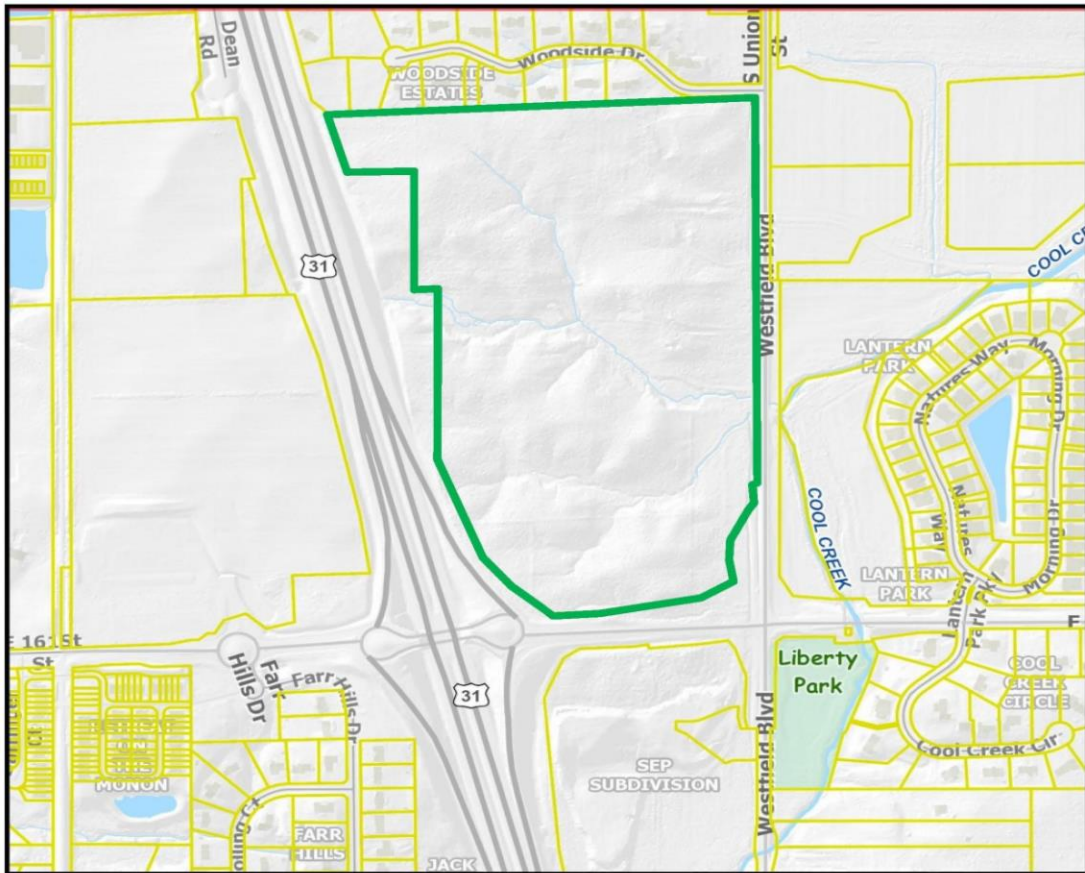
The Project is a mixed-use development situated on +/- 60 acres adjacent to US Hwy 31 on 161st Street. The proposed planned development is designed to include neighborhood retail, office uses, a hotel, high-end apartment homes, a coffee shop and sandwich shops. The Lantern Commons PUD proposal repealed and replaced the existing zoning approvals and commitments which would have permitted a much more intensive heavy retail development of the property.

As part of its development, Front Street Partners, LLC, through its affiliated entity that owns all of the underlying real estate, Lantern Commons Master LLC, is requesting the cooperation of the City in utilizing tax increment financing, road and park impact fees to pay for the Public Improvements which include, but are not limited to, the real estate associated with the construction of the extension of Westfield Boulevard and other public amenities with associated sidewalks, landscaping, street lighting, storm drainage; stormwater detention structure; construction of a public use spaces. As the Bond will be a developer backed bond, the City will be under no obligation to fund any deficiency from this infrastructure.

EXHIBIT C

Allocation Area
(Outlined in dotted red line)

FRONT STREET ALLOCATION AREA



Public Improvements

Description/Location of Public Improvements



RESOLUTION NO. 23-01

A RESOLUTION OF THE WESTFIELD ECONOMIC DEVELOPMENT COMMISSION MAKING CERTAIN FINDINGS RELATING TO THE FINANCING OF CERTAIN ECONOMIC DEVELOPMENT FACILITIES, APPROVING SUCH FINANCING AND FORMS OF THE DOCUMENTS RELATED THERETO

WHEREAS, relieving conditions of unemployment and underemployment, and encouraging economic development and redevelopment of the City of Westfield, Indiana (the "City") to reduce the negative effects associated with unemployment and underemployment are essential to the health, safety and welfare of the City and its citizens;

WHEREAS, the City is authorized by Indiana Code 36-7-11.9 and -12, as supplemented and amended (collectively, the "Act"), to issue revenue bonds for the financing of economic development facilities, the funds from such financing to be used for the acquisition, construction, installation and equipping of said facilities;

WHEREAS, the City, the Westfield Redevelopment Commission ("Redevelopment Commission") and Lantern Commons Master LLC (the "Developer") intend to enter into a development agreement (the "Development Agreement") providing for the completion of certain economic development facilities;

WHEREAS, on August 21, 2023, prior in time to the adoption of this Resolution, this Westfield Economic Development Commission (the "Commission") conducted a public hearing and considered a proposal by the Developer to finance the economic development facilities described in the Development Agreement consisting of economic development facilities, including but not limited to the:

- (i). Construction of approximately 2,900 linear feet of roadway for the extension of Westfield Boulevard with associated sidewalks, landscaping, street lighting, storm drainage, storm water detention structure;
- (ii) Hardscape at the intersection of Union Street and the new Westfield Boulevard Connector, to include pavers or stamped concrete paving, public benches or seating, a shelter structure, additional landscaping;
- (iii) Purchase of the land upon which the roadway and other public amenities described above are constructed upon; and
- (iv) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the project, together with all necessary appurtenances, related improvements and equipment, (collectively, the "Public Improvements Project") to be located in or physically connected to the Front Street Allocation Area ("Allocation Area") within the Lantern Commons Economic Development Area ("Area"), to support development of commercial, retail and residential projects in or physically connected to the Allocation Area;

WHEREAS, on August 21, 2023, prior in time to the adoption of this Resolution, this Commission adopted a report finding and determining that the Public Improvements Project would create or retain opportunities for gainful employment and business opportunities in the City and will not have any adverse competitive effect on any similar economic development facilities already constructed or operating in or near the City and approved the issuance of an economic development revenue bond in the maximum principal amount of \$9,900,000, payable from a portion of the incremental property taxes generated in the Allocation Area (the "Tax Increment") and certain road impact fees (the "RIF") and park impact fees (the "PIF") all as set forth in the Development Agreement, for the purpose of financing the Public Improvements Project;

WHEREAS, consistent with the terms of the proposed Development Agreement the Developer has advised this Commission and the City concerning the Public Improvements Project and requests that the City issue its Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project -Federally Taxable) (with such further series or different designation as determined to be necessary including the year in which issued), in one or more series, in an aggregate principal amount not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000) (the "Bonds") under the Act, and provide the proceeds of the Bonds to the Developer, including capitalized interest, if any, and costs of issuance of the Bonds;

WHEREAS, the Developer will enter into a taxpayer agreement with the Redevelopment Commission (the "Taxpayer Agreement"), guaranteeing a certain amount of Tax Increment will be collected for the purpose of stabilizing the collection of Tax Increment;

WHEREAS, the Redevelopment Commission is expected to adopt a resolution pledging a portion of the Tax Increment (the "Pledged Net Tax Increment") and payments received under the Taxpayer Agreement to pay debt service on the proposed Bonds; and the City is expected to pledge certain road impt fees (the "RIF") and certain park impact fees (the "PIF") received in connection with the Public Improvements Project to the repayment of the Bonds;

WHEREAS, the Commission has studied the Public Improvements Project and the proposed financing by the City of all or a portion of the costs of the Public Improvements Project and its effect on the health and general welfare of the City and its citizens;

WHEREAS, the completion of the Public Improvements Project will result in the diversification of industry, the creation and retention of jobs, the creation and retention of business opportunities in the City, and will be of public benefit to the health, safety and general welfare of the City and its citizens;

WHEREAS, pursuant to the Act, the financing of economic development facilities constitutes a public purpose and the Public Improvements Project constitutes economic development facilities;

WHEREAS, pursuant to Indiana Code 36-7-12-24, as amended, the Economic Development Commission published notice of a public hearing (the "Public Hearing") on the proposed issuance of the Bonds to finance all or a portion of the Public Improvements Project , and on the date hereof prior in time to the adoption of this resolution, this Commission held the Public Hearing; and

WHEREAS, no member of this Commission has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and related to the Bonds authorized herein, which pecuniary interest has not been fully disclosed to this Commission and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16;

NOW, THEREFORE, BE IT RESOLVED BY THE WESTFIELD ECONOMIC DEVELOPMENT COMMISSION AS FOLLOWS:

Section 1. This Commission has conducted a public hearing and considered any and all evidence and comments provided, and this Commission hereby finds, determines, ratifies and confirms that the financing of the economic development facilities referred to in the Financing Documents (as defined below), the issuance and sale of the Bonds and the use of the net proceeds thereof by the Developer to finance all or a portion of the Public Improvements Project will (i) result in the diversification of industry, the creation and retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, (ii) serve a public purpose, and will be of benefit to the health and general welfare of the City, (iii) comply with the purposes and provisions of the Act and it is in the public interest that the City take such lawful action as determined to be necessary and desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, and (iv) not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

Section 2. This Commission hereby approves the report attached hereto with respect to the Public Improvements Project presented at this meeting. The Secretary of this Commission shall submit such report to the executive director or chair of the plan commission of the City and to the Superintendent of the Westfield Washington Schools.

Section 3. This Commission hereby approves the terms of the following documents in the form presented at this meeting: (i) a form of the Trust Indenture with the Trustee") (including a form of the Bonds); (ii) a form of Financing Agreement between the City and the Developer with respect to the Public Improvements Project and Bonds; (iii) a form of Taxpayer Agreement between the Redevelopment Commission and a taxpayer developing real estate in the Allocation Area; (iv) a form of Bond Purchase Agreement between the City and the purchaser of the Bonds; (v) the Development Agreement (clauses (i) through (v), collectively, the "Financing Documents"); and (vi) a form of Ordinance to be presented to the Common Council of the City (the "Ordinance") (the "Council") authorizing the issuance of the Bonds and providing for the terms thereof. The forms of the Financing Documents and the Ordinance presented herewith are hereby approved, with any and all such changes as may be deemed necessary, desirable or appropriate by the Mayor, the Clerk-Treasurer or any other officer of the City.

Section 4. This Commission hereby approves and recommends the City issue the Bonds in an aggregate principal amount not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000) for the purpose of procuring funds to (i) pay for all or a portion of the costs associated with the Public Improvements Project, including capitalized interest, if any, and (ii) pay all costs of issuance of the Bonds, which Bonds will be payable as to principal and interest from

the Pledged Net Tax Increment, RIF and PIF, and payments received under the Taxpayer Agreement, as provided in the Financing Documents. The Bonds shall never constitute a general obligation of, an indebtedness of, or charge against the general credit of the City.

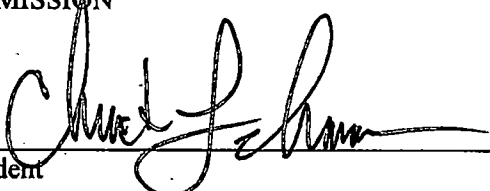
Section 5. Any officer of this Commission is hereby authorized and directed, in the name and on behalf of this Commission, to execute any and all other agreements, documents and instruments, perform any and all acts, approve any and all matters, and do, any and all other things deemed by him or her necessary or desirable in order to carry out and comply with the intent, conditions and purpose of this resolution (including the preambles hereto and the documents mentioned herein), the Public Improvements Project, the issuance and sale of the Bonds, and any such execution, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.

Section 6. A copy of this resolution, the proposed form of Ordinance and proposed forms of the Financing Documents shall be transmitted to the Clerk-Treasurer of the City for presentation to the Council.

Section 7. This resolution shall be in full force and effect upon adoption.

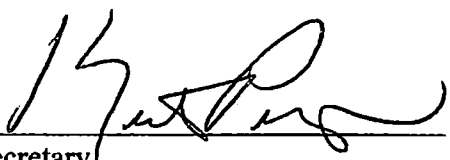
Adopted this 21st day of August, 2023.

WESTFIELD ECONOMIC DEVELOPMENT
COMMISSION



President

Attest:



Secretary

REPORT OF THE CITY OF WESTFIELD ECONOMIC DEVELOPMENT COMMISSION
CONCERNING THE PROPOSED FINANCING OF ECONOMIC DEVELOPMENT
FACILITIES FOR LANTERN COMMONS MASTER LLC

This Westfield Economic Development Commission (the "Commission") proposes to recommend to the Common Council of the City of Westfield, Indiana (the "Council"), that the City of Westfield, Indiana (the "City") provide the proceeds of certain taxable economic development revenue bonds to Lantern Commons Master LLC or an affiliate or designee thereof (collectively, the "Applicant") for the financing of a portion of the costs of certain economic development facilities in the City. The proposed economic development facilities consist of, including but not limited to the:

- (i) Construction of approximately 2,900 linear feet of roadway for the extension of Westfield Boulevard with associated sidewalks, landscaping, street lighting, storm drainage, storm water detention structure;
- (ii) Hardscape at the intersection of Union Street and the new Westfield Boulevard Connector, to include pavers or stamped concrete paving, public benches or seating, a shelter structure, additional landscaping;
- (iii) Purchase of the land upon which the roadway and other public amenities described above are constructed upon; and
- (iv) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the project, together with all necessary appurtenances, related improvements and equipment, (collectively, the "Public Improvements Project") to be located in or physically connected to the Front Street Allocation Area ("Allocation Area") within the Lantern Commons Economic Development Area ("Area"), to support development of commercial, retail and residential projects in or physically connected to the Allocation Area;

The total costs of the Public Improvements Project to be financed with proceeds of the bonds is approximately \$9,900,000, including related expenses, capitalized interest, if any, and the costs of issuance of the bonds.

This Commission estimates that no public works or services, including public ways, schools, water, sewer, street lights and fire protection, will be made necessary or desirable by the Public Improvements Project, because any such works or services already exist or will be provided by the Public Improvements Project itself or by the Applicant, future developers or other parties.

The Public Improvements Project will provide infrastructure to support the private development of businesses in the Area which cannot be determined at this time and consequently, although it is a certainty that permanent jobs will be created by such businesses, the Commission is unable at this time to estimate the number and resultant payroll which will be created.

This Commission finds that the facilities and Public Improvement Project will not have a material adverse competitive effect on similar facilities already constructed or operating in the City.

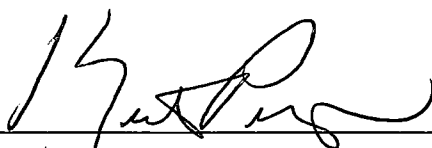
Adopted this 21st day of August, 2023.

WESTFIELD ECONOMIC DEVELOPMENT
COMMISSION



President

Attest:



Secretary

FINANCING AGREEMENT
BETWEEN
LANTERN COMMONS MASTER LLC
AND
CITY OF WESTFIELD, INDIANA

Dated as of September 1, 2023

**Certain of the rights of the City hereunder have been assigned to _____, as
Trustee under a Trust Indenture dated as of the date hereof, from the City.**

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FINANCING AGREEMENT

This is a FINANCING AGREEMENT, dated as of September 1, 2023 (the "Financing Agreement") between LANTERN COMMONS MASTER LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana (the "Developer"), and the CITY OF WESTFIELD, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "City").

PRELIMINARY STATEMENT

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the City to issue revenue bonds and to provide the proceeds therefrom for the purpose of financing costs of construction of infrastructure, for diversification of economic development and promotion of job opportunities in or near such City and vests the City with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, the Westfield Redevelopment Commission (the "Redevelopment Commission") has established the Front Street Economic Development Area (the "Area") in the City and, within such Area, the Front Street Allocation Area (the "Allocation Area");

WHEREAS, the City, upon finding that the Project (as hereinafter defined) and the Public Improvements Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing;

WHEREAS, the City intends to issue its Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project – Federally Taxable) in the aggregate principal amount of \$9,900,000 (the "Bonds") pursuant to the Trust Indenture dated as of September 1, 2023 (the "Indenture") from the City to _____, as Trustee (the "Trustee"), and intends to provide the proceeds of the Bonds to the Developer to finance all or a portion of the costs of the Public Improvements described in the Development Agreement attached hereto as Exhibit A;

WHEREAS, pursuant to the Indenture, the City will assign certain of its rights under this Financing Agreement to the Trustee as security for the Bonds; and

WHEREAS, the Bonds issued under the Indenture will be payable solely out of the Trust Estate (as defined in the Indenture) consisting primarily of the Pledged Net TIF Revenues, RIF, PIF and Taxpayer Payments (each as defined herein).

In consideration of the premises, the provision of the proceeds of the to be made by the City, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Developer has executed and delivered this Financing Agreement.

This Financing Agreement is executed upon the express condition that if Developer shall keep, perform and observe all and singular the covenants and promises expressed in this Financing

Agreement to be kept, performed and observed by Developer, then this Financing Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

Developer and the City hereby further covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND EXHIBITS

Section 1.1 Terms Defined. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

"Allocation Area" means the Front Street Allocation Area.

"Allocation Fund" means the Front Street Allocation Fund established under Indiana Code 36-7-14-39 for the Tax Increment collected in the Allocation Area.

"Annual Fees" means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the City related to monitoring Tax Increment and any issues arising related to the Bonds or the Public Improvements Project.

"Bond Issuance Costs" shall have the meaning assigned under the Indenture.

"Bond Fund" means the Bond Fund established by Section 4.02 of the Indenture.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bond Ordinance" means Ordinance No. 23-___ adopted by the Common Council of the City on September 11, 2023, authorizing and approving the issuance, sale and delivery of the Bonds and approving the Financing Agreement, the Indenture and related matters.

"Bonds" means the City of Westfield, Indiana Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project –Federally Taxable), dated September ___, 2023, in the aggregate principal amount not to exceed \$9,900,000.

"City" means the City of Westfield, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or Developer.

"Debt Service Coverage Ratio" means the ratio of annual estimated Pledged Net TIF Revenues, plus Taxpayer Payments, to the debt service due on the Bonds on the immediately succeeding February 1 and August 1, as calculated by the City, each January 15th for so long as the Bonds are outstanding.

"Developer" means Lantern Commons Master LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors thereto permitted under Section 3.3 hereof.

"Development Agreement" means the Development Agreement, dated as of September ___, 2023, among the City, the Redevelopment Commission and the Developer attached hereto as Exhibit A.

"Economic Development Commission" means the Westfield Economic Development Commission.

"Improvement Costs" shall have the meaning assigned in the Development Agreement.

"Indenture" means the Trust Indenture dated as of September 1, 2023, between the City and the Trustee and all amendments and supplements thereto.

"Net TIF Revenues" means the TIF Revenues received by the Redevelopment Commission on any TIF Revenue distribution date, plus taxpayer payments received under any Taxpayer Agreement related to the Project, less RDC Direct Costs.

"PIF" shall have the meaning assigned in the Development Agreement.

"Pledge Resolution" means Resolution No. __-2023 adopted by the Redevelopment Commission on August 21, 2023, pledging the Pledged Net TIF Revenues and Taxpayer Payments to the payment of the Bonds.

"Pledged Net TIF Revenues" means eighty percent (80%) of Net TIF Revenues generated within the Allocation Area pledged to the City for payment of the Bonds pursuant to the Pledge Resolution, and an amount of Tax Increment in excess thereof as determined by the Clerk-Treasurer on January 15th each year to be used to redeem all or any portion of the Bonds in the manner set forth under Section 4.2(e) of this Financing Agreement and Section 5.01 of the Indenture.

"Project" shall have the meaning assigned in Exhibit B to the Development Agreement.

"Public Improvements Project" shall have the meaning assigned in the Development Agreement.

"Public Improvements Project Fund" means the Public Improvements Project Fund established in Section 4.03 of the Indenture.

"Qualified Investments" shall have the meaning assigned in the Indenture.

"RDC Direct Costs" means all costs of the Redevelopment Commission to pay annual fees of the Trustee and any fees or other reasonable costs incurred in monitoring of TIF Revenues.

"Redevelopment Commission" means the Westfield Redevelopment Commission, the governing body of the redevelopment district of the City.

"RIF" shall have the meaning assigned in the Development Agreement.

"Tax Increment" means all property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of issuance of the Bonds.

"Taxpayer Agreement" shall have the meaning assigned in the Development Agreement.

"Taxpayer Payments" means the payments received under the Taxpayer Agreement and deposited in the Allocation Fund for the purpose of paying a deficiency in the Tax Increment received by Redevelopment Commission up to a maximum annual amount of \$_____.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the Indenture and shall initially mean _____.

Section 1.2 Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Financing Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

Section 1.3 Exhibits. The following Exhibits are attached to and by reference made a part of this Financing Agreement:

EXHIBIT A Development Agreement

(End of Article I)

ARTICLE 2

REPRESENTATIONS

Section 2.1 Representations by City. The City represents and warrants that:

(a) The City is a municipal corporation organized and validly existing under the laws of the State of Indiana. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The City has been duly authorized to execute and deliver this Financing Agreement. The City agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The City agrees to provide funds from the issuance of the Bonds to Developer for financing the construction of the Public Improvements Project for the benefit of the holders of the Bonds, to create additional employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of the City and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Financing Agreement to the Trustee.

(c) The City covenants to timely pay the Pledged Net TIF Revenues, RIF, PIF and Taxpayer Payments to the Trustee as provided in the Indenture.

Section 2.2 Representations by Developer. Developer represents and warrants that:

(a) It is a limited liability company duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and perform its obligations under this Agreement, and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) All of the proceeds from the Bonds(including any income earned on the investment of such proceeds) will be used for costs of the Public Improvements Project.

(c) Developer intends to operate or cause the Public Improvements Project to be operated as an economic development facility under the Act, until the expiration or earlier termination of this Financing Agreement as provided herein.

(d) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, will contravene Developer's operating agreement or any law or any governmental rule, regulation or order presently binding on Developer or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Developer under the terms of any instrument or agreement.

(e) The execution, delivery and performance by Developer of this Financing Agreement do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This Financing Agreement has been duly executed and delivered by Developer and constitutes the legal, valid and binding agreement of Developer, enforceable against Developer in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Developer's obligations under this Financing Agreement is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of Developer, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of Developer or might impair the ability of Developer to perform its obligations under this Financing Agreement.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Financing Agreement or the Development Agreement.

(i) Developer estimates that it will complete the Project by _____, 202__.

(j) The Developer reasonably estimates that the Public Improvements Project will promote the creation of up to ____ new full-time jobs and ____ part-time jobs with an estimated annual payroll of \$_____ and \$_____, respectively (excluding temporary construction jobs).

Section 2.3 Use of Bond Proceeds by City. Concurrently with the execution and delivery hereof, the City is issuing the Bonds and is providing the proceeds from the sale thereof to Developer by making the deposits and payments specified in Section 3.01 and 4.03 of the Indenture.

(End of Article II)

ARTICLE 3

PARTICULAR COVENANTS OF DEVELOPER

Section 3.1 Consent to Assignments to Trustee; Developer Duties Under Indenture. Developer acknowledges and consents to the assignment of the City's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the City hereunder other than the rights of the City to receive payments under Section 3.1(c) and 3.5 hereof and agrees to execute and deliver supplements to this Financing Agreement pursuant to Section 7.1 hereof.

The Developer acknowledges receipt of a copy of the Indenture and agrees to perform all matters provided by the Indenture to be performed by the Developer and to comply with all provisions of the Indenture to be complied with by the Developer.

Section 3.2 General Covenants. (a) The Developer covenants and agrees with and for the express benefit of the City, the Trustee and the owners of the Bonds that the Developer shall perform all of its obligations, covenants and agreements hereunder, without notice or demand (except as may be provided herein).

(a) Subject to Section 3.3, until such time as the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Developer: (i) will perform and observe all of its agreements contained in this Financing Agreement; and (ii) will not terminate this Financing Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Developer to complete the Public Improvements Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Public Improvements Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the City or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Financing Agreement or the Indenture.

(b) To the extent Pledged Net TIF Revenues and Taxpayer Payments are insufficient for such purposes, Developer agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all fees and charges of the Trustee incurred under the Indenture, as and when the same become due; (ii) all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the Financing Agreement or the Indenture by the City, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which Developer has agreed to pay or assume under the provisions of the Financing Agreement; provided, however, that Developer may, without creating a default under the Financing Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

Section 3.3 Maintenance of Limited Liability Company Existence. During the term the Bonds are outstanding, the Developer covenants that it will maintain in good standing its existence and qualification to do business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that the Developer may, without violating its agreement contained in this Section 3.3, consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity (such entity being hereinafter called the "Surviving Entity") (if other than the Developer) expressly accepts, agrees and assumes in writing to pay and perform all of the obligations of the Developer herein and be bound by all of the agreements of the Developer contained in this Financing Agreement to the same extent as if the Surviving Entity had originally executed this Financing Agreement, and the Surviving Entity is an Indiana entity or is a foreign entity or partnership, trust or other person organized under the laws of one of the states of the United States and is qualified to do business in the State of Indiana as a foreign entity or partnership, trust or other person.

Section 3.4 Trustee's Right to Perform Developer's Covenants; Advances. In the event Developer shall fail to (i) complete the construction of the Public Improvements Project, or (ii) fail to make any payment or perform any other act required to be performed hereunder, then and in each such case the Trustee, upon not less than five (5) days prior written notice to Developer, may (but shall not be obligated to) remedy such default for the account of Developer and make advances for that purpose. No such performance or advance shall operate to release Developer from any such default, and any sums so advanced by the Trustee shall be repayable by Developer on demand and shall bear interest at the greater of either (i) the average interest rate on the Bonds or (ii) the actual rate or rates for such advances, from the date of the advance until repaid.

Section 3.5 Indemnity. Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City and the Trustee), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (a) Violation of any agreement or condition of this Financing Agreement or the Indenture, except by the City or the Trustee;
- (b) Violation of any contract, agreement or restriction by Developer relating to the Public Improvements Project, or a part thereof;
- (c) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Public Improvements Project, or a part thereof;
- (d) Any act, failure to act, or misrepresentation by Developer, or any of the Developer's agents, contractors, servants, employees or licensees;

(e) The provision of any information or certification furnished by Developer to the Bondholders in connection with the issuance and sale of the Bonds and the Public Improvements Project.

Developer hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee.

The foregoing shall not be construed to prohibit Developer from pursuing its remedies against either the City or the Trustee for damages to Developer resulting from personal injury or property damage caused by the intentional misrepresentation or willful misconduct of either the City or the Trustee.

Section 3.6 Development Agreement. Developer agrees to perform all material matters provided in the Development Agreement to be performed by Developer and to comply with all material provisions of the Development Agreement applicable to Developer, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Development Agreement to be an event of default by Developer or, with the passage of time or the giving of notice, or both, would constitute an event of default on the part of Developer under the Development Agreement.

Section 3.7 Payment of Expenses of Issuance of Bonds. Developer agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the City and the Trustee in connection with or as an incident to the issuance and sale of the Bonds. Pursuant to Section 4.03 of the Indenture, the City has authorized the use of certain proceeds of the Bonds to defray the Developer's obligations under this Section.

Funding of Indenture Funds; Investments. The City shall deposit with the Trustee all proceeds from the sale of the Bonds in the manner specified in Section 3.01 of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in Section 3.01 of the Indenture.

Developer and the City agree that all moneys in any Fund established by the Indenture may, at the written direction of the City, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture.

Although the City and Developer each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City and Developer hereby agree 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.

Section 3.8 Property Taxes. (a) As long as the Bonds are outstanding, Developer covenants to pay all property tax bills for the Project before the tax bills are delinquent and that it will not contest or appeal any property tax assessments for the Project while the are outstanding.

Section 3.9 Pledged Net TIF Revenue Shortfalls. In the event Pledged Net TIF Revenues are, in any given period, insufficient to make payment on the Bonds, such shortfall shall accrue and be payable from future Pledged Net TIF Revenues during the term the Bonds are outstanding. In the event and to the extent the Developer or any affiliate makes any payment on the Bonds, the Developer or such affiliate will be subrogated to the rights of the Commission to receive Pledged Net TIF Revenues in excess of current amounts payable on the Bonds in any subsequent time period. Such amounts payable to the Developer or such affiliate will bear interest at the same rate or rates as the applicable Bond.

Section 3.10 Completion of Public Improvements Project. (a) Developer agrees that it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Public Improvements Project, to the extent permitted by law, which is expected within twenty-four (24) months after commencement of construction.

In the event the moneys in the Public Improvements Project Fund should not be sufficient to pay in full the costs to be paid therefrom, Developer agrees, for the benefit of the City and the Bondholders and in order to fulfill the purposes of the Act, to complete the construction of the Public Improvements Project and to pay that portion of the costs therefor as may be in excess of the moneys available therefor in the Public Improvements Project Fund. The City does not make any warranty, either express or implied, that the moneys, which will be paid into the Public Improvements Project Fund and which under the provisions of this Financing Agreement will be available for payment of the costs of the construction of the Public Improvements Project, will be sufficient to pay all Improvement Costs which will be incurred in connection with the Public Improvements Project. Developer shall not be entitled to any reimbursement from the City, the Trustee, or the holders of any of the Bonds should the Developer pay any Improvement Costs after exhaustion of moneys in the Public Improvements Project Fund, nor shall it be entitled to any diminution in or abatement or postponement of the amounts payable hereunder.

(a) The City has, in the Indenture, authorized and directed Trustee to make payments from the Public Improvements Project Fund to pay the Improvement Costs, or to reimburse Developer for any costs of construction paid by it. Upon approval by the City, Developer agrees to direct such requisitions to Trustee as may be necessary to effect payments out of the Public Improvements Project Fund in accordance with this Section 3.11.

(b) The completion date of the Public Improvements Project shall be evidenced to Trustee and City by a certificate signed by an authorized representative of Developer in compliance with Section 4.03(e) of the Indenture stating that, except for amounts retained by Trustee at Developer's direction for any Improvement Costs not then due and payable or being contested in good faith, (i) the construction of the Public Improvements Project has been completed and any and all labor, services, materials and supplies used in such construction have been paid for and (ii) all other items necessary in connection with the Public Improvements Project have been constructed and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, Trustee shall in accordance with Article IV of the Indenture transfer all moneys then in the Public Improvements Project Fund to the Bond Fund for redemption of the Bonds as provided in Section 4.03 of the Indenture, except any amount retained as aforesaid by Trustee for any costs of construction.

Section 3.11 Sale, Substitution, or Lease of . Any sale, lease or other disposition of the Public Improvements Project or any portion thereof is subject to the conditions of this Section 3.12. The Developer may sell, lease or transfer or otherwise dispose of the Public Improvements Project or any portion thereof only if the sale, lease or transfer or other disposition shall not relieve the Developer from liability from all payments due under this Financing Agreement and the performance of all of the other obligations of this Financing Agreement, except as permitted by Section 3.3 hereof, unless the transferee accepts, agrees and assumes in writing to pay and perform all of the obligations of the Developer herein and be bound by all of the agreements of the Developer contained in this Financing Agreement to the same extent as if the transferee had originally executed this Financing Agreement.

(End of Article III)

ARTICLE 4

APPLICATION OF BOND PROCEEDS

Section 4.1 Use of Bond Proceeds by City. Concurrently with the execution and delivery hereof, the City is issuing the Bonds and is depositing the proceeds from the sale thereof with the Trustee for the use of the Developer by making the deposits and payments specified in Sections 3.01 and 4.03 of the Indenture; provided such proceeds shall be used solely in connection with the development of the Public Improvements Project and advanced and used solely in accordance with the terms of the Development Agreement, this Financing Agreement and the Indenture.

Section 4.2 Use of Pledged Net TIF Revenues, Taxpayer Payments, PIF and RIF.

(a) Upon payment of the Bond Issuance Costs pursuant to Section 3.01 and 4.03(a) of the Indenture and upon receipt of the Disbursement Request of the Developer, as approved in writing by the City, pursuant to Section 4.03(c) of the Indenture, the Trustee shall distribute, or be deemed to have distributed, sums for Improvement Costs as those costs are incurred until the Trustee has distributed, or been deemed to have distributed, in the aggregate total amount up to Nine Million Nine Hundred Thousand Dollars (\$9,900,000), such amount to be reduced by the application of RIF and PIF during the Public Improvements Project construction period as set forth in the Development Agreement. All of the foregoing is for the benefit of the holders of the Bonds, to the end that industry and the economy may be diversified and job opportunities promoted and retained, and to secure the Bond by pledging the Pledged Net TIF Revenues, Taxpayer Payments and available RIF and available PIF to the Trustee.

(b) To the extent RIF and/or PIF is available during the Public Improvements Project construction period, Developer and City shall deposit such RIF and PIF in the Construction Account created under Section 4.03 of the Indenture to pay Improvement Costs during the period of construction thereby reducing the final principal amount of the Bonds. Thereafter, available RIF and available PIF shall be deposited with the Trustee in the Bond Fund created under Section 4.02 of the Indenture and used to redeem the principal balance as set forth in Section 4.04(b) of the Indenture. Under no circumstances shall total Improvement Costs exceed \$9,900,000, regardless of the application of RIF and PIF during the period of construction.

(c) The City covenants that it will timely pay, or cause the Redevelopment Commission to timely pay, the Pledged Net TIF Revenues, Taxpayer Payments, RIF and PIF to the Trustee as set forth in Section 4.04 of the Indenture, provided that the City shall have no other obligation with respect to the Bonds other than as set forth in this Financing Agreement, the Development Agreement or the Indenture.

(d) The City covenants to apply the Pledged Net TIF Revenues, PIF, RIF and Taxpayer Payments in the following order of priority: (i) *first*, to pay current principal and interest on the Bonds, (ii) *second*, to pay overdue principal and interest, if any, due on the Bonds, for which the Pledged Net TIF Revenues were insufficient at the time such amounts

were then due, *third*, to reimburse the Developer for any shortfalls paid by the Developer of principal and interest, if any, due on the Bonds, for which the Pledged Net TIF Revenues were insufficient at the time such amounts were then due; and (iv) *fourth*, to provide for a Debt Service Coverage Ratio up to 1.5x on each January 15th to be held under the Trust Indenture for the purpose of redeeming outstanding Bonds, in whole or in part, in the manner provided for in Section 5.01 Trust Indenture; provided, however, no such redemption shall be made unless the payments required under clauses (i) through (iii) have been satisfied.

(e) The City covenants to cause the Clerk-Treasurer to determine on January 15th each year, for so long as the Bonds are outstanding, the Debt Service Coverage Ratio. For purposes of calculating the Debt Service Coverage Ratio, the annual estimated Pledged Net TIF Revenues shall be based on the actual Tax Increment received by the City in the preceding calendar year less Annual Fees. After the payments required in (d) above, Pledged Net TIF Revenues plus Taxpayer Payments in excess of the Debt Service Coverage Ratio of 1.5x shall remain in the Allocation Fund created under Indiana Code 36-7-14-39 for the Allocation Area and may be used by the Redevelopment Commission for any permitted use under Indiana Code 36-7-14 and Indiana Code 36-7-25.

(End of Article IV)

ARTICLE 5

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1 Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of Developer to observe and perform any covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to Developer, unless the City shall have consented thereto in writing;

(ii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Developer or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iii) the commencement by Developer of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Developer or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of Developer generally to pay its debts as such debts become due, or the taking of corporate action by Developer in furtherance of any of the foregoing; or

(iv) any event of default under Section 7.01 of the Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the City pursuant to the Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in, this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the City under this Article V shall be paid to the City and the Trustee by Developer on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, Developer will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to Developer. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.2 [RESERVED].

Section 5.3 Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.4 Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5 Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, Developer will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Financing Agreement; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Financing Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE 6

IMMUNITY

Section 6.1 Immunity. No covenant or agreement contained in the Bonds, this Financing Agreement or the Indenture shall be deemed to be a covenant or agreement of any member of the City, the Economic Development Commission, or the Redevelopment Commission or of any officer or employee of the City, the Economic Development Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the City, the Economic Development Commission, the Redevelopment Commission, nor any officer or employee of the City executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE 7

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 7.1 Supplements and Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, Developer and the City may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE 8

DISCHARGE OF FINANCING AGREEMENT

Section 8.1 Defeasance. If provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, this Financing Agreement, and the covenants of Developer contained herein, shall be discharged and the Trustee in such case on demand of Developer and at its cost and expense, shall execute and deliver to Developer a proper instrument or proper instruments acknowledging the satisfaction and termination of this Financing Agreement.

(End of Article VIII)

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, and their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.

Section 9.2 Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby

Section 9.3 Limitation on Interest. No provisions of this Financing Agreement shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein, or shall be adjudicated to be so provided for herein, neither the Developer nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Financing Agreement inconsistent with this provision.

Section 9.4 Addresses for Notice and Demand. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The City, the Developer, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To Developer: Lantern Commons Master LLC
 2942 Elam Road
 Murfreesboro, Tennessee 37127
 Attn: Managing Member

With a copy to: Church Church Hittle + Antrim
 2 North 9th Street
 Noblesville, Indiana 46060
 Attn: Eric M. Douthit, Esq

To the City: City of Westfield, Indiana
130 Penn Street
Westfield, Indiana 46204
Attn: Mayor and Clerk-Treasurer

With a copy to: Taft, Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204-2023
Attn: James T. Crawford, Jr., Esq.

To the Trustee: [TO COME]

Section 9.5 Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of Developer, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, Developer may not assign its rights or obligations under this Financing Agreement without the consent of the City, which may be withheld in its absolute discretion, unless Section 3.3 of this Financing Agreement has been complied with.

Section 9.6 Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7 Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article IX)

IN WITNESS WHEREOF, the City and Developer have caused this Financing Agreement to be executed in their respective names, and the City has caused its corporate seal to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

LANTERN COMMONS MASTER LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

(Developer Signature Page of Financing Agreement)

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

Attest:

Cindy J. Gossard, Clerk-Treasurer

(City Signature Page of Financing Agreement)

EXHIBIT A

Development Agreement

(Attached)

Narrative Statement

TowneRun PUD

Northwest corner 146th Street and Towne Road

LOR Commercial Development is proud to introduce TowneRun, a proposed Planned Unit Development on approximately 34.62 acres at the northwest corner of Towne Road and West 146th Street. TowneRun will feature a diverse mix of local/neighborhood commercial uses, townhomes and single-family residential uses.

TowneRun will offer local/neighborhood commercial uses and restaurants with outdoor dining and also a health and wellness club. The residential components of TowneRun will feature owner-occupied townhomes and courtyard homes, serving as an extension of the Courtyards of Westfield neighborhood existing immediately north of TowneRun.

TowneRun will be an important part of Westfield's southwestern Towne Road gateway. It is designed to complement surrounding uses and offer synergy, vibrancy, and opportunities for social interaction.

ORDINANCE NUMBER 23-23

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AN AMENDMENT TO SPRING MILL CENTRE PLANNED UNIT DEVELOPMENT and THE UNIFIED DEVELOPMENT ORDINANCE

This is an Ordinance (this “Ordinance”) to amend the Spring Mill Centre Planned Unit Development District that of Ordinance 19-28 (“Spring Mill Centre Ordinance”) and 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 of the City of Westfield and Washington Township, Hamilton County, Indiana (the “UDO”);

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) enacted the Spring Mill Centre Ordinance as Ordinance 19-28;

WHEREAS, the Westfield-Washington Township Advisory Plan Commission (“Commission”) considered a petition (**Petition No. 2310 - PUD - 09**) filed with the Commission requesting an amendment to the Unified Development Ordinance, and to the Zoning Map with regard to the entirety of the area covered by the Spring Mill Centre Ordinance;

WHEREAS, the Commission forwarded **Petition No. 2310 - PUD - 09** to the Common Council with a favorable recommendation (_____ in favor _____ against) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

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 Spring Mill Centre Ordinance, the Unified Development Ordinance, and Zoning Map, are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate (as described on Exhibit A) shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Spring Mill Centre Ordinance except as revised, modified supplemented or expressly made inapplicable hereby; and (iii) the provisions of the Unified Development Ordinance, 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.
- 1.2 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 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. Development Standards. Section 8 of the Spring Mill Centre Ordinance (Ord. 19-28) shall apply to the development of the Real Estate, except as otherwise modified below.

- 2.1 Article 6.17 Sign Standards: Shall apply to all Subdistricts in the District except as modified below:
- a) Except as modified hereby, signage within all uses in all Subdistricts of the District shall be treated as a Non-Residential Center in accordance with 6.17(J).
 - b) Character Illustrations: The “Signage Character Illustrations” attached hereto as **Exhibit B** are hereby incorporated as a compilation of images to establish the character and quality of Monument (Center Only) and Monument Signs (hereinafter the “Ground Mounted Signs”) be constructed in the District. It is not the intent to limit the material and design shown in the Signage Character Illustrations Exhibit, but to establish a common design theme, including the application of a combination of materials required for Ground Mounted Signs within the District.
 - c) Sign Locations: Ground Mounted Signs shall be generally allowed in the approximate locations shown on **Exhibit C** hereto.
 - d) Monument Signs (Center Only) (UDO Article 6.17(J)(2) shall apply, however, the District shall be permitted:
 - (i) One (1) Monument Sign (Center Only) in accordance with Article 6.17(J)(2)(a)(iii) along State Road 32, and
 - (ii) One (1) Monument Sign (Center Only) in accordance with Article 6.17(J)(2)(a)(iii) along Spring Mill Road.

The use of individual signage panels on the Monument Signs(s) (Center Only) shall be available for any tenant or property owner within the District.

- e) Outlot Signage (UDO Article 6.17(J)(8)(a) shall apply, however, five (5) Monument Signs shall be permitted. The Monument Signs shown shall be regulated by the standards in Article 6.17(H)(2) and shall permit identification

of more than one (1) tenant.

Section 3. **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 LEFT INTENTIONALLY BLANK.]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2023.

WESTFIELD CITY COUNCIL

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 Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 23-23** was delivered to the Mayor of Westfield

on the _____ day of _____, 2023, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 23-23**

this _____ day of _____, 2023.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 23-23**

this _____ day of _____, 2023.

J. Andrew Cook, Mayor

This document prepared by:

Russell L. Brown, Clark, Quinn, Moses, Scott & Grahm, LLP, 320 N. Meridian Street, Suite 1100, Indianapolis, Indiana 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. Russell L. Brown

SCHEDULE OF EXHIBITS

- | | |
|-----------|---|
| Exhibit A | Real Estate (Legal Description) |
| Exhibit B | Signage Character Illustrations |
| Exhibit C | Approximate Locations of Ground Mounted Signs |

EXHIBIT A
REAL ESTATE

Lot 1, Blocks A, B, C, and Common Areas 1, 2, & 3, Spring Mill Centre Subdivision, per plat thereof recorded in Plat Cabinet 6, Slide 183 and as Instrument Number 2021078315 in the Office of the Recorder of Hamilton County, Indiana.

Block A of Spring Mill Centre Subdivision, Amendment Number 1, recorded May 25, 2022, in Plat Cabinet 6, Slide 262 (Instrument 2022026461) and further amended on January 10, 2023, recorded in Plat Cabinet 6, Slide 344 (Instrument 2023000911) of the Hamilton County Recorder's Office.

Lot 1 of Spring Mill Centre Subdivision, Amendment Number 1, recorded May 25, 2022, in Plat Cabinet 6, Slide 262 (Instrument 2022026461) of the Hamilton County Recorder's Office.

Lots 2 and 3 of Spring Mill Centre Subdivision, Amendment Number 1, recorded January 20, 2023, in Plat Cabinet 6, Slide 344 (Instrument 2023000911) of the Hamilton County Recorder's Office.

EXHIBIT B
SIGNAGE CHARACTER ILLUSTRATIONS

Springmill Centre Sign - EXHIBIT B

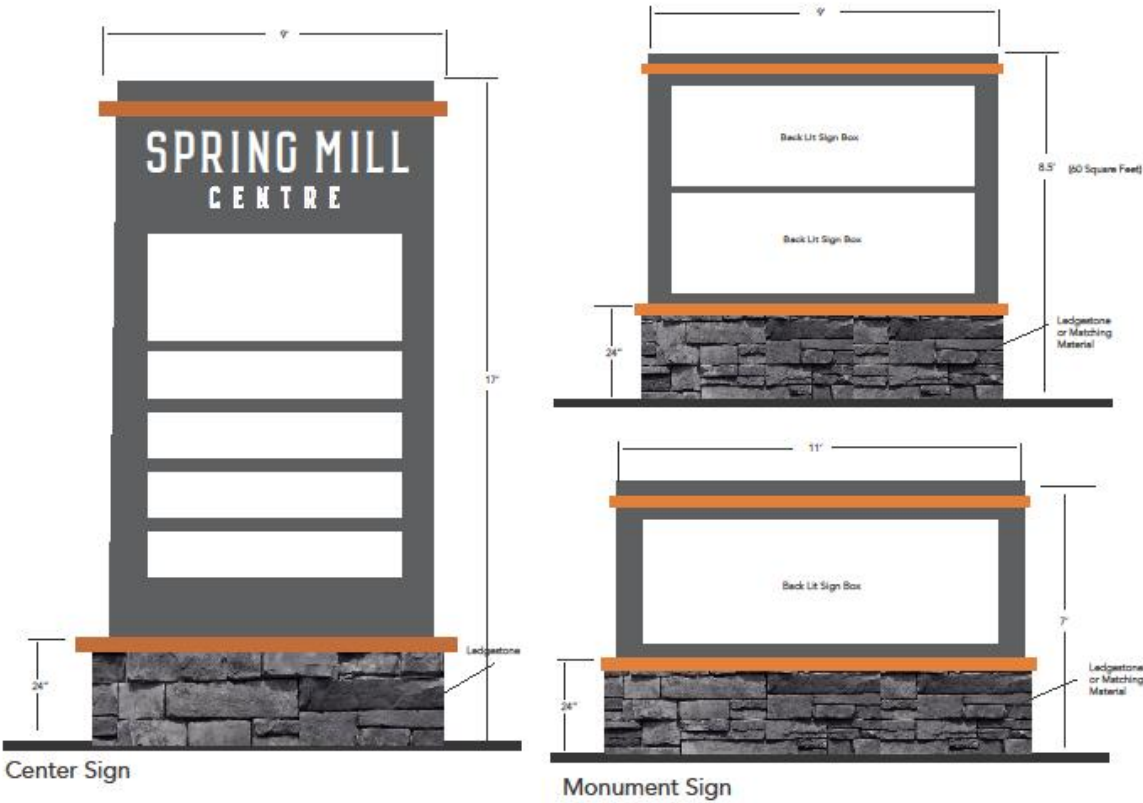
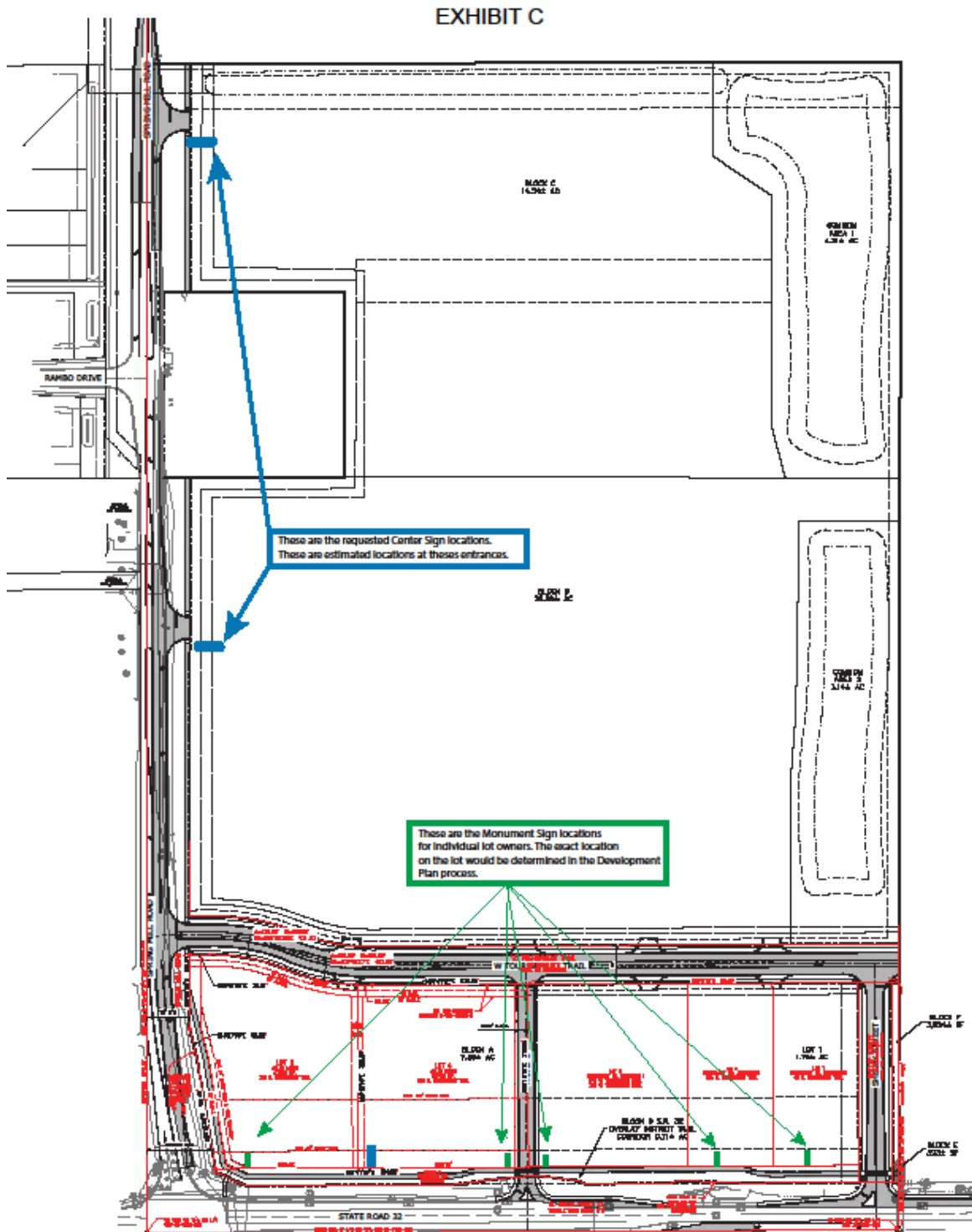


EXHIBIT C
APPROXIMATE LOCATIONS OF GROUND MOUNTED SIGNS



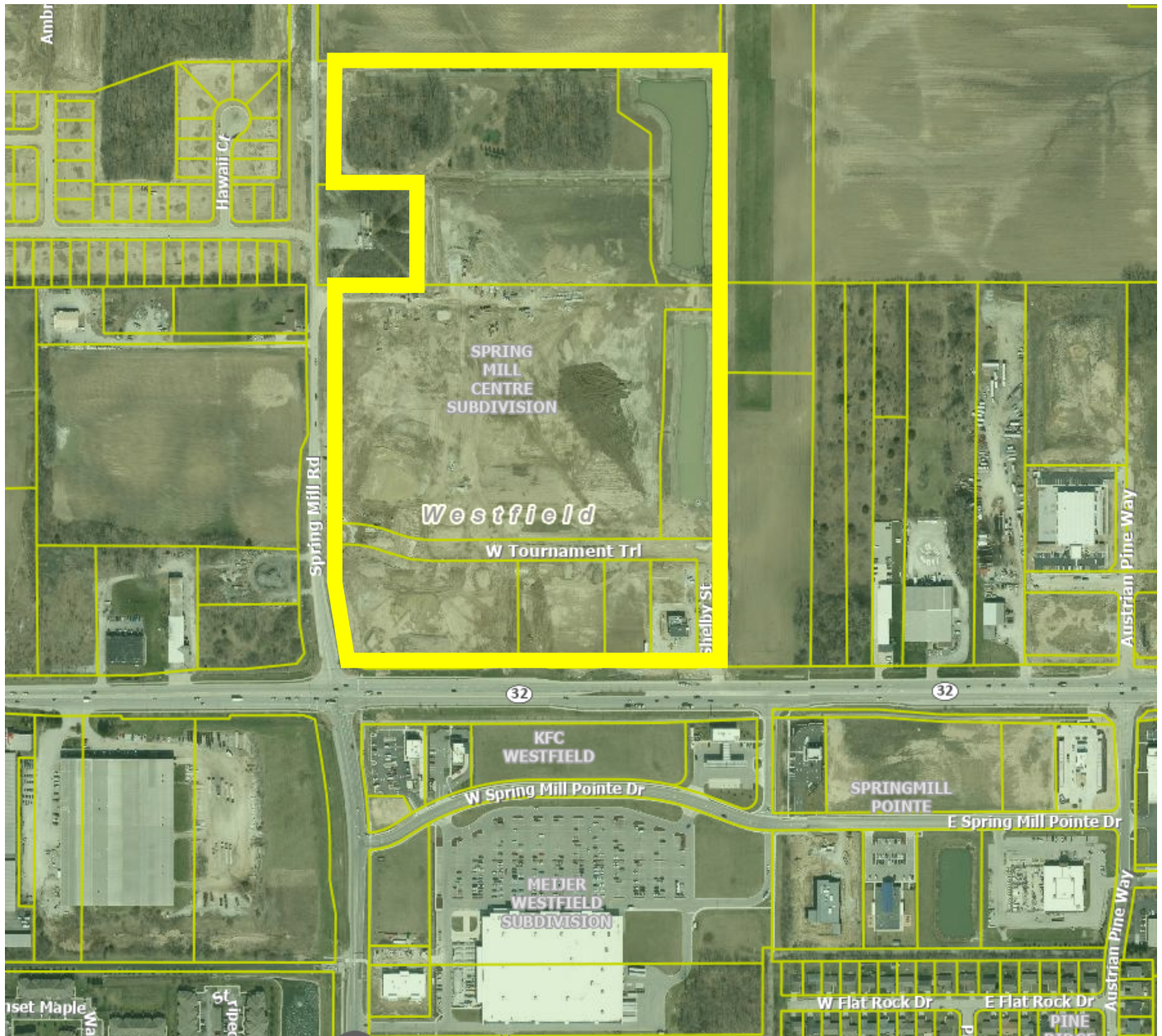
Spring Mill Centre PUD Amendment

The proposed amendment will provide for a developed sign program throughout the Spring Mill Centre PUD Area. As individual lots began to be acquired and proposed for development it became clear that a comprehensive sign program would better serve the PUD area than having each proposed development seek a variance specific to their use.

The proposed sign package seeks to mimic other successfully developed multi-lot developments near to the Property which are also adjacent to State Road 32 and/or other thoroughfares in the community. The proposed spacing of monument signage on State Road 32 will allow for adequate visibility for all out lot users and the presence of two signs for the entire center should minimize additional sign variances and avoid sign clutter. The design of the signage largely complies with the terms of the UDO and is aesthetically appropriate for the area of the community.

Vicinity Map

Spring Mill Centre PUD Amendment I 2310-PUD-09



ORDINANCE NUMBER 23-__

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING
AN AMENDMENT TO WHEELER LANDING PLANNED UNIT DEVELOPMENT and
THE UNIFIED DEVELOPMENT ORDINANCE**

This is an Ordinance (this "Ordinance") to amend the Wheeler Landing Planned Unit Development District that of Ordinance 18-04 (as amended) ("Wheeler Landing Ordinance") and 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 of the City of Westfield and Washington Township, Hamilton County, Indiana (the "UDO");

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted the Wheeler Landing Ordinance as Ordinance 18-04, which has been amended on five occasions through Ordinances 19-37, 19-6, 20-08, 21-05 and 22-52;

WHEREAS, the Westfield-Washington Township Advisory Plan Commission ("Commission") considered a petition (**Petition No. 23__ - PUD - __**) filed with the Commission 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** ("Real Estate");

WHEREAS, the Commission forwarded **Petition No. 23__ - PUD - __** to the Common Council with a favorable recommendation (____ in favor ____ against) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

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 Wheeler Landing Ordinance, the Unified Development Ordinance, and Zoning Map, are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Wheeler Landing Ordinance except as revised, modified supplemented or expressly made inapplicable hereby; and (iii) the provisions of the Unified Development Ordinance, 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.

- 1.2 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 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. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance. The following words and terms, not defined elsewhere in this Ordinance or its Exhibits, shall have the following meanings:

- 2.1 **Real Estate.** The real estate, as described in **Exhibit A** to the Ordinance.
- 2.2 **Garden Home.** A single story, multifamily building, with at least five units each with an attached garage.
- 2.3 **Multiple Unit Type Building.** A structure containing a mix of assisted living, memory care and independent living units as well as common facilities for dining and recreation. A majority of the units must a combination of assisted living and/or memory care units.
- 2.4 **Dartown Road Façade.** The primary façade of the Multiple Unit Type Building adjacent to the Dartown Road Right of Way.
- 2.5 **South Façade.** The primary façade of the Multiple Unit Type building facing south.
- 2.6 **Remaining Façades.** Any façade on the Multiple Unit Type Building other than the Dartown Road Façade or South Façade.
- 2.7 **MUTB Unit.** A unit available for occupancy in the Multiple Unit Type Building, whether that unit is an assisted living unit, a memory care unit or an independent living unit. Unless otherwise specified herein, an MUTB Unit may be interchangeable with the term “Unit” as provided in Section 6.3(E) of the UDO.

Section 3. **Concept Plan.** The Concept Plan, attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan. The Real Estate shall be developed in substantial conformance with the Concept Plan.

Section 4. **Uses.** Section 5 of the Wheeler Landing Ordinance shall apply to the

Real Estate, except as otherwise modified below:

- A. Additional uses in Area IV: In Addition to the Additional uses permitted by the Wheeler Landing Ordinance (Ord. 18-04) in Area IV, the following uses shall be permitted on the Real Estate:
 - 1. Multi-family; and
 - 2. Assisted Living/Nursing Home

Section 5. **Development Standards.** Section 8 of the Wheeler Landing Ordinance (Ord. 18-04) shall apply to the development of the Real Estate, except as otherwise modified below.

- A. Section 8.3 of the Wheeler Landing Ordinance (Ord. 18-04) as applicable to the Real Estate shall be replaced entirely as follows:

- 1. Section 6.3(E) of the UDO shall apply to the Multiple Unit Type Building, except as specifically modified here.

- (a) The Dartown Road shall comply with Section 5.3 (K)(2)(b) of the UDO.

- (b) The required projection/recessions of Section 6.3(E)(1)(a) of the UDO may be met on the Dartown Façade and the South Façade by the use of covered porches and/or patios on MUTB Unit located on the Dartown Façade and South Façade.

- (c) Section 6.3(E)(1)(a) of the UDO shall not apply to the Remaining Facades.

- (d) 6.3(E)(2)(b) of the UDO shall be modified as follows:

- a. The Dartown Façade shall require sixty percent (60%) masonry requirements.

- b. Twenty five percent (25%) for the South Façade and Remaining Facades and for any accessory buildings on the Real Estate (including but not limited to the detached garage).

- (e)The requirement for consistent use of building materials on all facades are required under 6.3(E)(1)(b) shall be removed so long as the requirements of this Section 5(A)(1)(a)-(d) are met.

- 2. Section 6.3(E) of the UDO shall apply to the Garden Homes, except as specifically modified here:

- (a) The masonry requirement of Section 6.3(E)(2)(b) of the UDO shall be modified to require the masonry requirements for each

façade as shown on **Exhibit D** hereto. For calculations of façade area which is required to be covered by masonry materials, any façade which is part of a covered and recessed porch of at least one hundred (100) square feet in size shall be removed from the total façade calculation.

(b) The requirement for consistent use of building materials on all facades are required under 6.3(E)(1)(b) shall be removed for Garden Homes.

B. Character Exhibit. The Character Exhibit, attached hereto as **Exhibit C** is hereby incorporated as perspectives to capture the intended quality of structures to be constructed on the Real Estate. Buildings shall be constructed substantially similar to those in the Character Exhibit.

Section 6. **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 LEFT INTENTIONALLY BLANK.]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2023.

WESTFIELD CITY COUNCIL

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 Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 23-__** was delivered to the Mayor of Westfield
on the _____ day of _____, 2023, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 23-__**
this _____ day of _____, 2023.

I hereby VETO **ORDINANCE 23-__**
this _____ day of _____, 2023.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by:
Russell L. Brown, Clark, Quinn, Moses, Scott & Grahm, LLP, 320 N. Meridian Street, Suite 1100, Indianapolis,
Indiana 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. Russell L. Brown

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Character Exhibit
Exhibit D	Garden Home Façade Exhibit

EXHIBIT A
REAL ESTATE

A Part of the Southeast Quarter of Section 35, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, ALSO including Block E of the plat of Wheeler Landing Section Two, Secondary plat and Replat of Block "B" and Block "A" Wheeler Landing Section One recorded as Instrument Number 2021018249 in the Office of the Recorder of Hamilton County, Indiana. being more particularly described as follows:

COMMENCING at a Harrison monument found 4 inches below the surface at the Southeast corner of the East half of the Northeast quarter of said Section 35: thence South 00 degrees 11 minutes 06 seconds West(basis of bearing is Indiana State Plane Coordinate System - East Zone) a distance of 28.66 feet; thence North 89 degrees 37 minutes 43 seconds East a distance of 16.50 feet to the East right of way of Dartown Road and to a 5/8 inch rebar with yellow cap stamped "Schneider - Firm #0001 (hereinafter referred to as "rebar") at the POINT OF BEGINNING of this description; thence along the right of way of East 181st/ Street the following 4 courses: 1) North 89 degrees 37 minutes 43 seconds East a distance of 213.79 feet; thence 2) North 00 degrees 22 minutes 17 seconds West a distance of 28.66 feet to a mag nail stamped "Firm 0001"; thence 3) North 89 degrees 37 minutes 43 seconds East a distance of 570.83 feet to a mag nail stamped "Firm 0001"; thence 4) South 00 degrees 19 minutes 37 seconds West a distance of 50.00 feet to the Northwest corner of Block G of Wheeler Landing Section 2 per Instrument Number 2021018249 in the Office of the Recorder of Hamilton County, Indiana; thence along the West line of said Instrument Number, South 00 degrees 19 minutes 37 seconds West a distance of 94.53 feet to the Northernmost point of said Block E; thence along the East line of said Block E the following three courses: 1) South 48 degrees 26 minutes 28 seconds East a distance of 220.88 feet; thence 2) South 10 degrees 18 minutes 42 seconds East a distance of 171.11 feet; thence 3) South 07 degrees 12 minutes 40 seconds West a distance of 534.00 feet to the South line of said Block E; thence along said South line, South 89 degrees 36 minutes 40 seconds West a distance of 133.89 feet to a rebar on the North line of the Secondary Plat of JCF Commerce Subdivision recorded as Instrument Number 2020072949 in said Recorder's Office; thence along the North line of said plat and Instrument Numbers 2012079879 and 2022033496, South 89 degrees 36 minutes 40 seconds West a distance of 781.89 feet to the East right of way of Dartown Road; thence along said East right of way, North 00 degrees 11 minutes 06 seconds East a distance of 961.66 feet to the POINT OF BEGINNING of this description, containing a total of 20.66 acres.

EXHIBIT B
CONCEPT PLAN

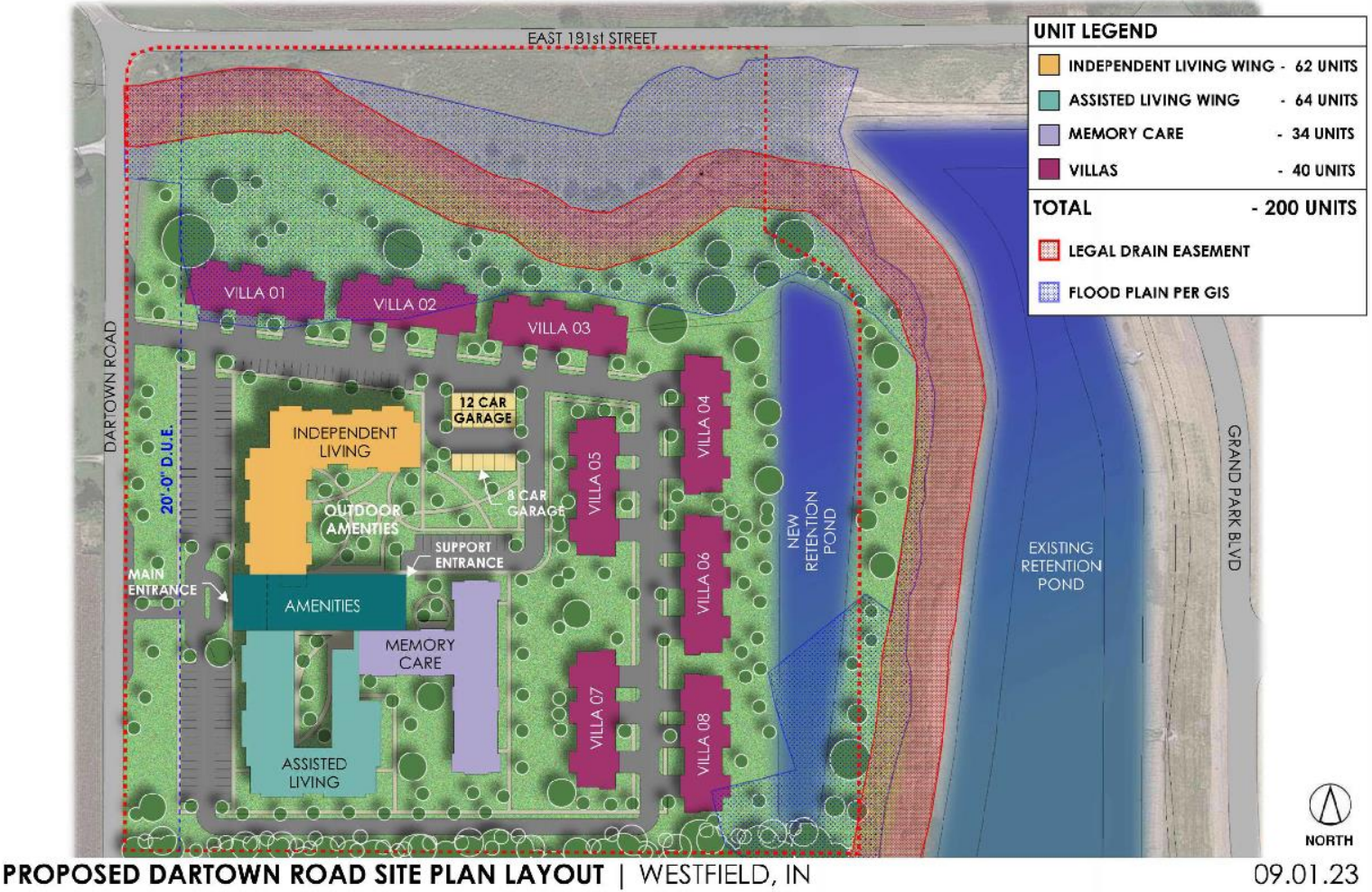


EXHIBIT C
CHARACTER EXHIBIT



SOUTHWESTERN PRESPECTIVE | WESTFIELD, IN

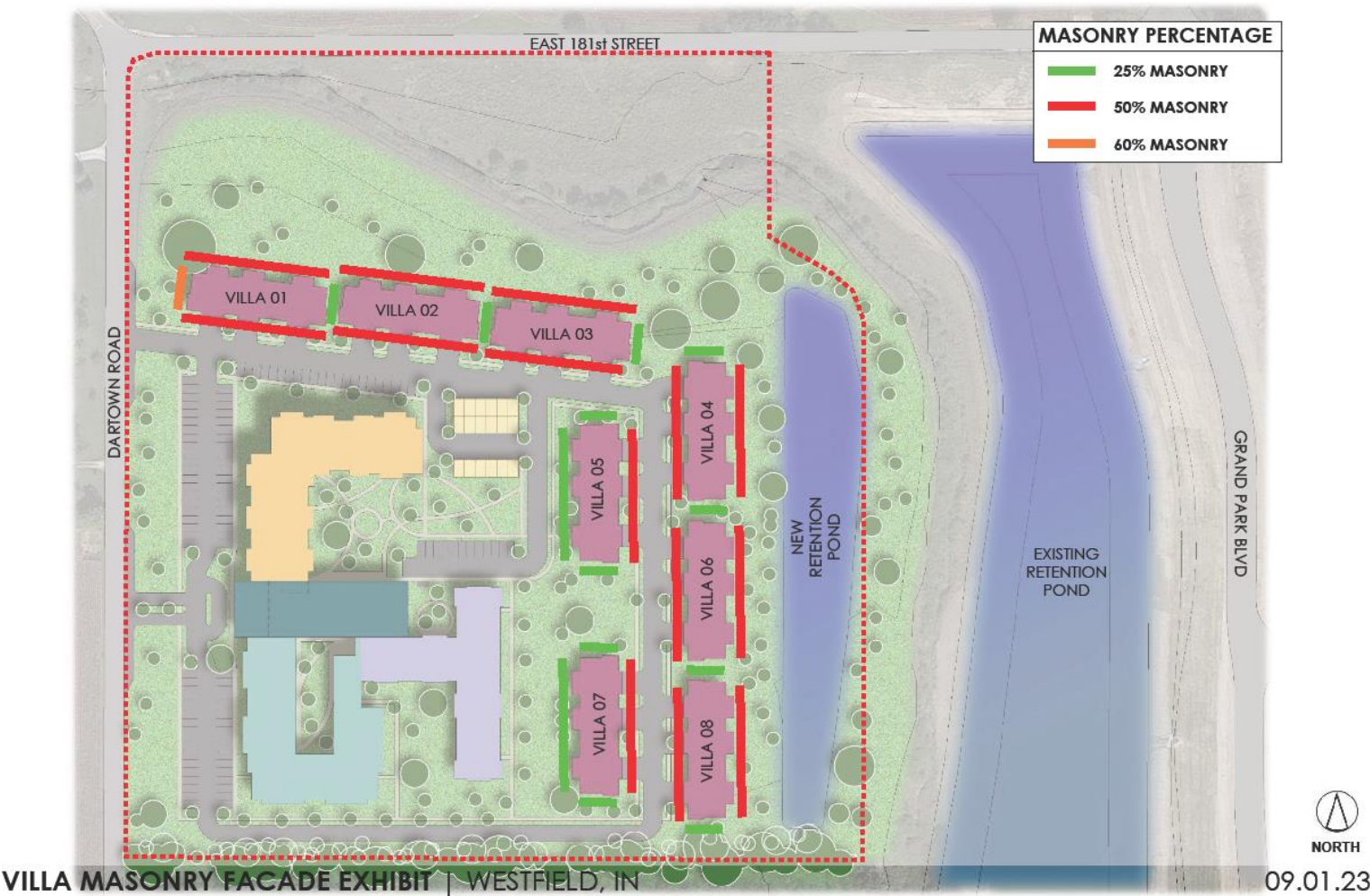
09.01.23



NORTHEASTERN PRESPECTIVE | WESTFIELD, IN

09.01.23

EXHIBIT D
GARDEN HOME FACADE EXHIBIT





Kinsey Ave

GRASSY BRANCH

Westfield

Grand Park Blvd

WHEELER LANDING

Virginia Rose Ave

JCP COMMERCE SUBDIVISION

Alpha Dr

LEGENDS CROSSING

GRAND PARK VILLAGE

Wheeler Landing PUD Amendment of Uses in Area IV

The proposed amendment will add the additional uses of multi-family and assisted living/nursing home as permitted uses on approximately 20.94 (+/-) acres of property currently located in Area IV of the Wheeler Landing PUD. This amendment will allow for the development of an aging in place development comprised of single story attached multi-family development and a multi-story building comprised of independent living, assisted living and memory care units. The uses proposed for the site are permitted in other areas within the Wheeler Landing PUD, but not at this location.

The proposed modification of uses will allow for this buffer use between existing commercial industrial uses on a property with three areas visible from rights of way. The scope of this development will allow for a campus like feel, utilizing the existing common drainage infrastructure and a legal drain as buffering to 181st Street and Grand Park Boulevard, while the layout will provide for a single prominent entry for the campus along Dartown Road. The additions of the uses of multi-family and assisted living/nursing home to Area IV for only this acreage will allow for this development to occur in a more appropriate location than previous proposals within the Dartown Road area, and allow for the retention of members of the aging population within the Westfield Community.

The other item covered by the proposed amendment is to make an adjustment in the architectural standards for the subject area. The proposed amendment would change the requirements of Masonry Materials on the various building types for facades which are largely internal to the site. This modification will allow the proposed improvements to create the desired architectural look and feel of the developer for the entire project while insuring the quality expected by the PUD and Westfield community is met on facades visible to external rights of way.

ORDINANCE NUMBER 23-_____

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO
THE WHEELER LANDING PLANNED UNIT DEVELOPMENT AND UNIFIED
DEVELOPMENT ORDINANCE**

This is a n Ordinance Amendment (to be known as the “WHEELER LANDING PUD AMENDMENT _____”) 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 18-04 (the “Wheeler Landing PUD Ordinance”), on September 24th, 2018 as amended by Ordinance 19-37 (the “Wheeler Landing PUD Amendment I”), enacted by the Council on September 9th, 2019 and Ordinance 19-62 (the “Wheeler Landing PUD Amendment II”) enacted by the Council on _____, 2019.

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

WHEREAS, the Commission forwarded **Petition No.** _____ to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **unanimous favorable** recommendation (6-0) 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 _____;

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 Wheeler Landing PUD Ordinance, Unified Development Ordinance and Zoning Map are hereby amended as follows:

Section 1. **Applicability of Ordinance.**

- 1.1 This Ordinance shall amend the Wheeler Landing PUD ordinance, as applicable to the Real Estate. Development of Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Wheeler Landing PUD Ordinance; and (iii) the provision of the Unified Development Ordinance, 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 or the Wheeler Landing PUD Ordinance, as amended.
- 1.2 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All provisions and representations of (i) the Unified Development Ordinance or (ii) the Wheeler Landing PUD 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. **Definitions.** Capitalized terms not otherwise defined in this Ordinance or the Wheeler Landing PUD Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance.

Section 3. **Architectural Standards.** The standards of *Wheeler Landing PUD Ordinance* shall apply to the development of the District, except as otherwise modified below.

- 3.1 *Architectural Standards:* The building on Lot 2 of Exhibit A (Real Estate) shall be constructed in substantial compliance with Exhibit B (the Illustrative Character Exhibit).

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____,
2023.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

ATTEST:

_____, Clerk Treasurer

I hereby certify that **ORDINANCE** _____ was delivered to the Mayor of Westfield
on the _____ day of _____, 2023, at _____ m.

_____, Clerk-Treasurer

I hereby APPROVE **ORDINANCE** _____
this _____ day of _____, 2023.

I hereby VETO **ORDINANCE** _____
this _____ day of _____, 2023.

_____, Mayor

_____, Mayor

This document prepared by:
Brad Nobbe, Project Architect, CSO, 8831 Keystone Crossing, Indianapolis, IN 46240

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 the law:

SCHEDULE OF EXHIBITS

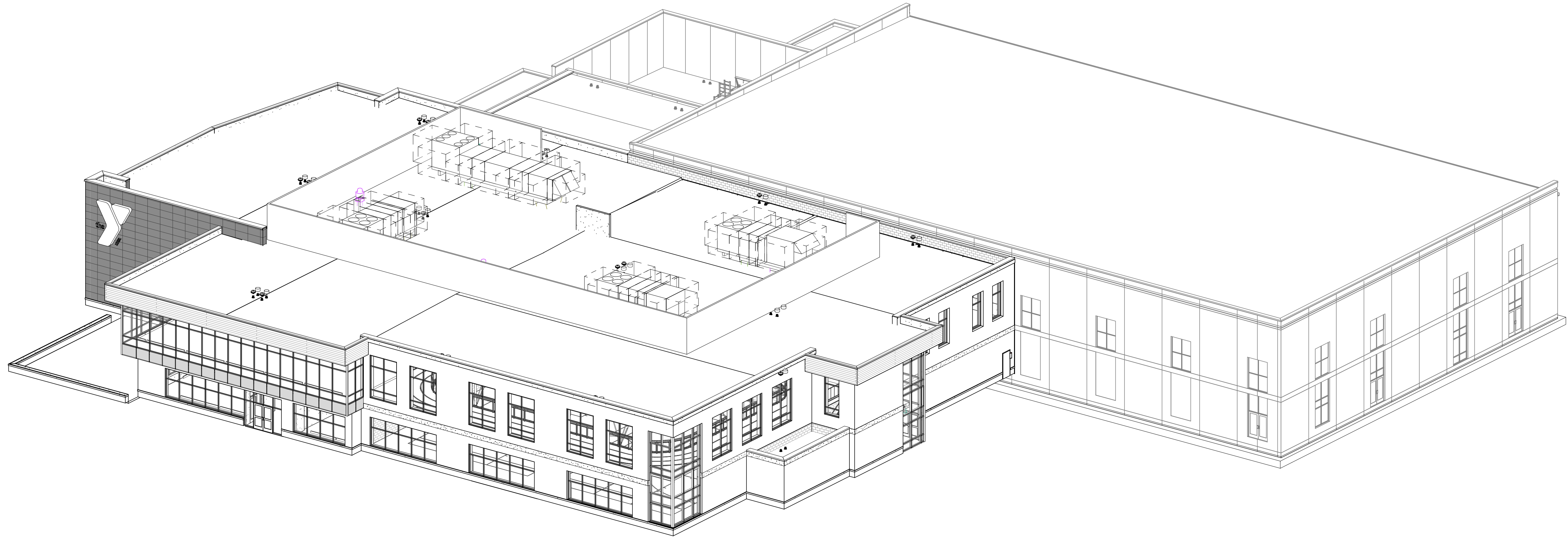
Exhibit A Real Estate (Legal Description)

Exhibit B Illustrative Character Exhibit

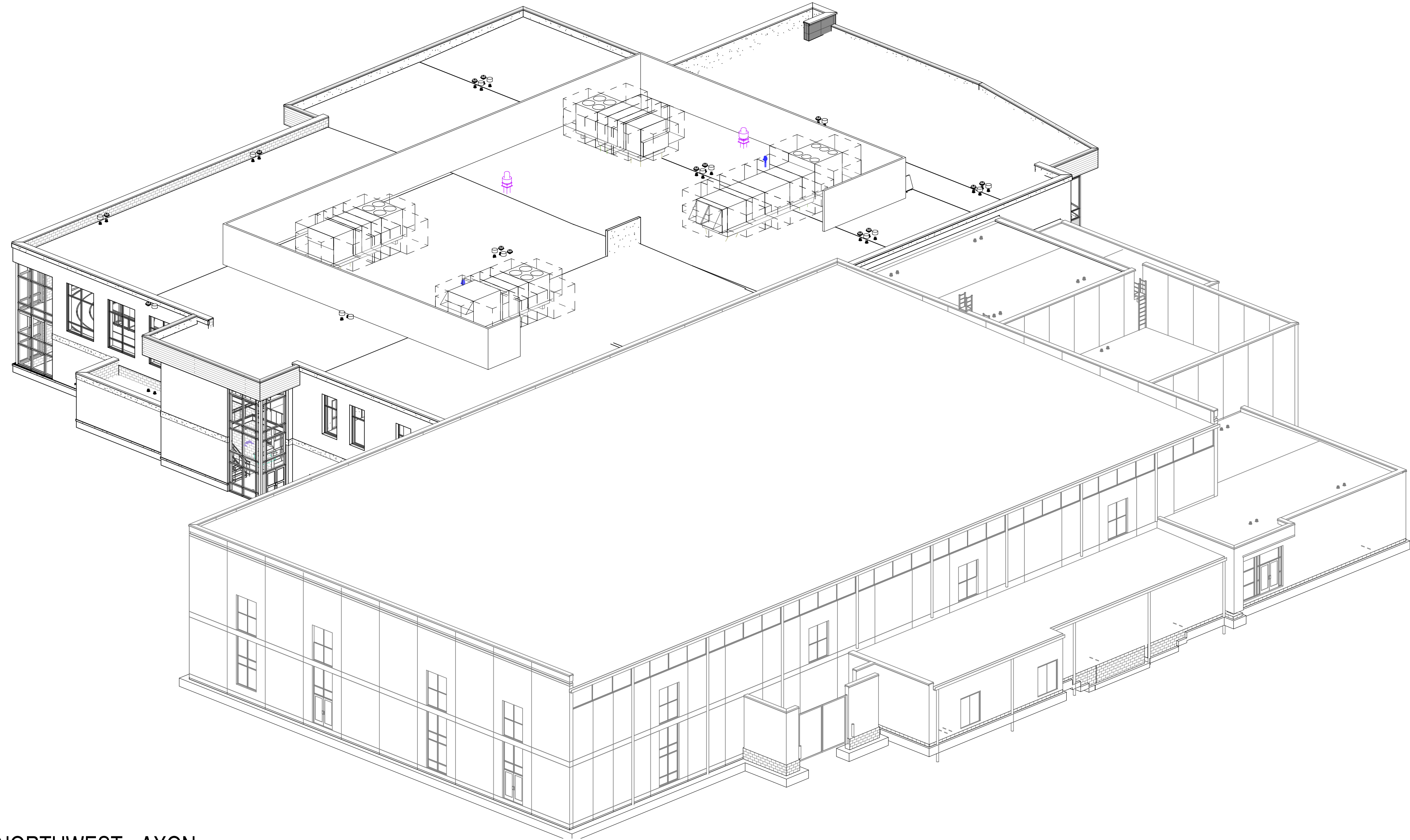
EXHIBIT B

ILLUSTRATIVE CHARACTER EXHIBITS FOLLOW NEXT PAGES

[Insert Revised Plans and Renderings Submitted with Application for Amendment to Wheeler Landing PUD for YMCA]



1
A320
SCALE: NORTHEAST - AXON



2
A320
SCALE: NORTHWEST - AXON

SCOPE DRAWINGS:
These drawings indicate the general scope of the project. They are not intended to be used for the design of structural, mechanical, and electrical systems. The drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Contract.
On the basis of the general scope indicated or described, the trade contractors shall furnish all items required for the proper execution and completion of the work.

REVISIONS:

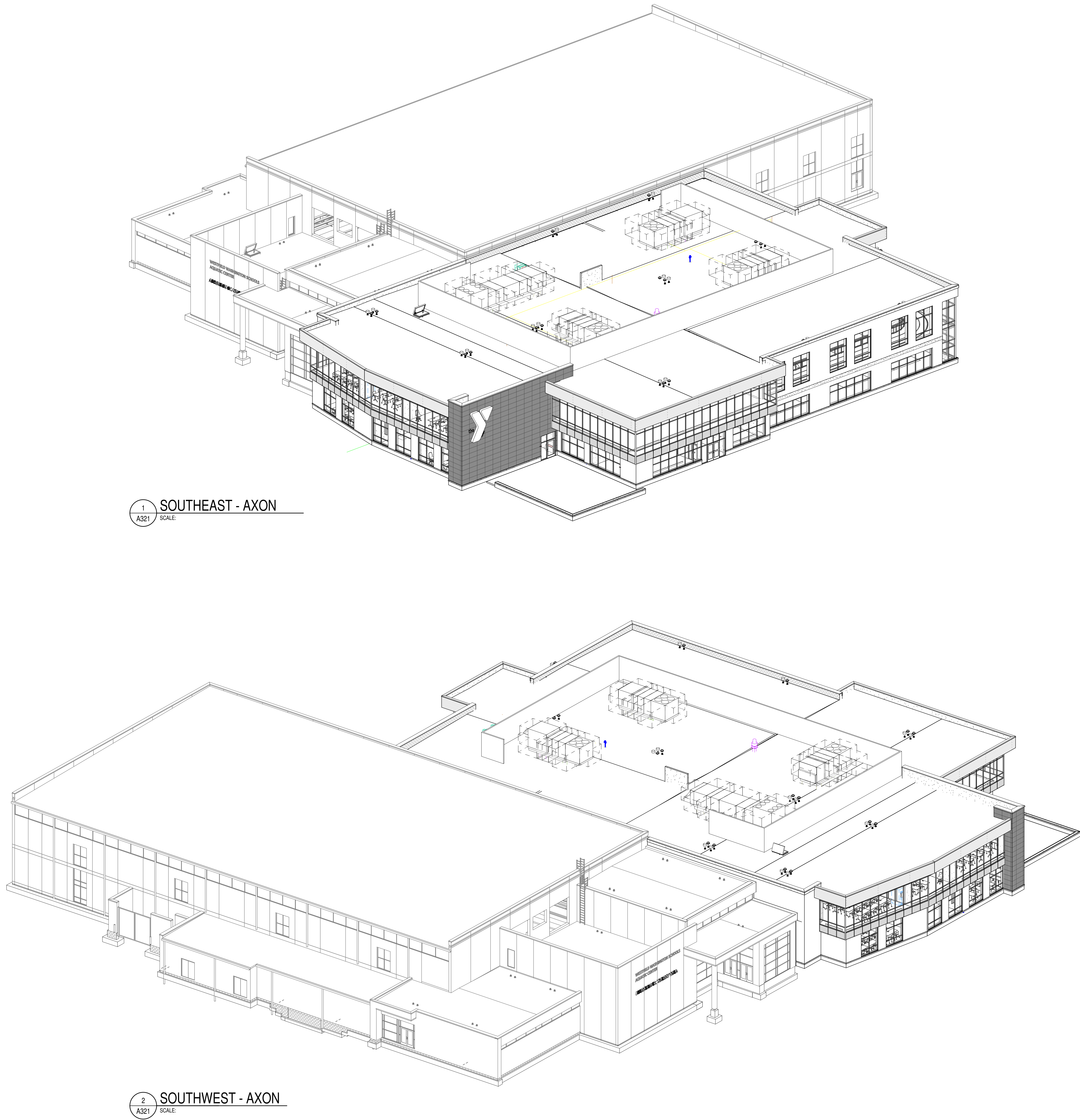
ISSUE DATE	DRAWN BY	CHECKED BY
09/01/23	LNF	TAC

DRAWING TITLE:
OVERALL
AXONOMETRIC
VIEWS

CERTIFIED BY:
NOT FOR
CONSTRUCTION

DRAWING NUMBER
A320

PROJECT NUMBER
19058



1 SOUTHEAST - AXON
A321 SCALE:

2 SOUTHWEST - AXON
A321 SCALE:



CSO
8831 Keystone Crossing, Indianapolis, IN 46240
317.245.7900 | CSOinc.net
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PROJECT:
ASCENSION ST. VINCENT YMCA -
WESTFIELD INDIANA
CONSTRUCTION PROGRESS
SET
851 E 181st St, Westfield, IN 46074

SCOPE DRAWINGS:
These drawings indicate the general scope of the project. They are not intended to be used for the design of structural, mechanical, and electrical systems. The drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Contract.
On the basis of the general scope indicated or described, the trade contractors shall furnish all items required for the proper execution and completion of the work.

REVISIONS:

ISSUE DATE	DRAWN BY	CHECKED BY
09/01/23	LNF	TAC

DRAWING TITLE:
OVERALL
AXONOMETRIC
VIEWS

CERTIFIED BY:
**NOT FOR
CONSTRUCTION**

DRAWING NUMBER
A321

PROJECT NUMBER
19058



EXTERIOR FINISH LEGEND

UNIT MASONRY

LIGHT STACK BOND BRICK TO MATCH EXISTING

- 1 MFR: ENDICOTT CLAY PRODUCTS COMPANY
TEXTURE: VELOUR
COLOR: GRAY BLEND
SIZE: MODULAR
INSTALL: STACK BOND
GRADE: SW
TYPE: FBX

DARK RUNNING BOND BRICK TO MATCH EXISTING

- 2 MFR: ENDICOTT CLAY PRODUCTS COMPANY
TEXTURE: VELOUR
COLOR: GRAPHITE
SIZE: MODULAR
INSTALL: RUNNING BOND
GRADE: SW
TYPE: FBX

CAST STONE TRIM / ARTICULATED CORNICE

- 12 TEXTURE: FINE-GRAINED TEXTURE SIM. TO NATURAL STONE
COLOR: NATURAL (TO MATCH EXISTING PRECAST CONCRETE)

ALUMINUM SIDING

WOOD-LOOK ALUMINUM WALL PANELS - TO MATCH EXISTING

- 3 MFR: LONGBOARD ARCHITECTURAL PRODUCTS
PROFILE: 6" V-GROOVE
COLOR: WOOD PATTERN LONGBOARD LIGHT CHERRY
FINISH: MANUFACTURER'S STANDARD THREE-COAT PVDF
TEXTURE: WOOD GRAIN
INSTALL: 6" EXPOSURE IN PLAIN, SINGLE-BOARD STYLE

METAL COMPOSITE MATERIAL WALL PANELS

ALUMINUM-FACED COMPOSITE WALL PANEL

- 4 MFR: ALUCOL
CORE: FIRE RETARDANT
COLOR: MEDIUM GREY (MATCH EXISTING)
FINISH: TWO-COAT FLUOROPOLYMER

ALUMINUM-FACED COMPOSITE WALL PANEL

- 7 MFR: REVICOROND
CORE: FIRE RETARDANT
COLOR: COLORWELD 500, ANODIC CLEAR (MATCH STOREFRONT AND CURTAINWALL)
FINISH: TWO-COAT FLUOROPOLYMER

ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

2" x 4 1/2" ALUMINUM STOREFRONT

- 5 FRAME SIZE: 2" x 4 1/2"
FINISH: CLEAR ANODIC
CONSTRUCTION: THERMALLY BROKEN
GLAZING: LOW-E-COATED, INSULATING LAMINATED GLASS

FULL GLASS STOREFRONT DOOR

- 8 PROFILE: 1 3/4" THICK, EXTRUDED ALUMINUM
DESIGN: WIDE-STYLE, 5" NOMINAL WIDTH WITH 10" BOTTOM RAIL
FINISH: CLEAR ANODIC
GLAZING: LOW-E-COATED, INSULATING LAMINATED GLASS

GLAZED ALUMINUM CURTAIN WALLS

2 1/2" x 7 1/2" ALUMINUM CURTAINWALL

- 6 FRAME SIZE: 2 1/2" x 7 1/2"
FINISH: CLEAR ANODIC
CONSTRUCTION: THERMALLY BROKEN
GLAZING: LOW-E-COATED, INSULATING LAMINATED GLASS

HOLLOW METAL DOORS AND FRAMES

HOLLOW METAL DOOR

- 9 PROFILE: 1 3/4" THICK, HEAVY-DUTY STEEL DOOR
FINISH: PRIMED FOR FIELD PAINT APPLICATION

SIGNAGE

"ASCENSION ST. VINCENT YMCA" SIGNAGE

- 10

12 HEIGHT LIT YMCA SIGN

- 11

ROOF SCREENS

METAL LOUVERED ROOF SCREENS, FACTORY PAINTED

- 13

Westfield YMCA, Phase II Addition

Project Narrative

Project subject of this petition: Westfield, Indiana YMCA. This project consists of a 45,000 square foot, two-story building addition to the existing Westfield Washington School Natatorium building located at 851 East 181st Street. This addition (considered Phase II) will include spaces for the YMCA of Greater Indianapolis. Spaces include areas for wellness and exercise, child watch, studio spaces for instructional exercise, locker rooms, administration offices, full size gymnasium, and classrooms that will be used by the Westfield Washington School Corporation for teaching and instruction.

The parcel of land used for the building addition is just east of the existing Westfield Washington School Natatorium, which is located on the southeast corner of the intersection of 181st Street and Wheeler Road. Site improvements includes new light lighting, sidewalk along south face of new building addition including connection to the existing Monon Trail, and a paved exterior patio on the southwest corner of the building addition. No new parking or road construction is planned with this new building addition, since Phase I of the project included all of the parking requirements of the Wheeler Landing PUD. Parking capacity of Phase I included the anticipated parking load of Phase II. Likewise, storm water control and mitigation was also built as part of Phase I construction.

Architecturally, the building materials used on Phase II addition will be the same and/or similar to the materials used on the construction of Phase I Natatorium. Building façade materials will be brick masonry, aluminum metal wall panels, metal siding, and aluminum glass storefront and curtainwall systems. The height of the Phase II building will be lower than the natatorium structure. Attached are building elevations denoting materials, along with axonometric drawings and renderings of the planned development.

P:\330-000\331-567\ -CADD\ Dwg\ Exhibits\331567\XR-C\01-Vicinity Map.dwg[LAYOUT1] LS:(6/28/2023 - hchung) - LP: 6/28/2023 9:44 AM



REFERENCE

1. TOPOGRAPHIC INFORMATION BASED UPON GRADING AND DRAINAGE PLAN PROVIDED BY KIMLEY-HORN.



Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-655-7777 · 877-746-0749

www.cecinc.com

YMCA OF GREATER INDIANAPOLIS
WESTFIELD YMCA EXPANSION
851 EAST 181ST STREET
WESTFIELD, INDIANA 46047

VICINITY MAP

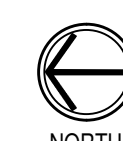
DRAWN BY:	HYC	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	EXHIBIT:
DATE:	06/28/2023	DWG SCALE:	1"=300'	PROJECT NO:	331-567	A

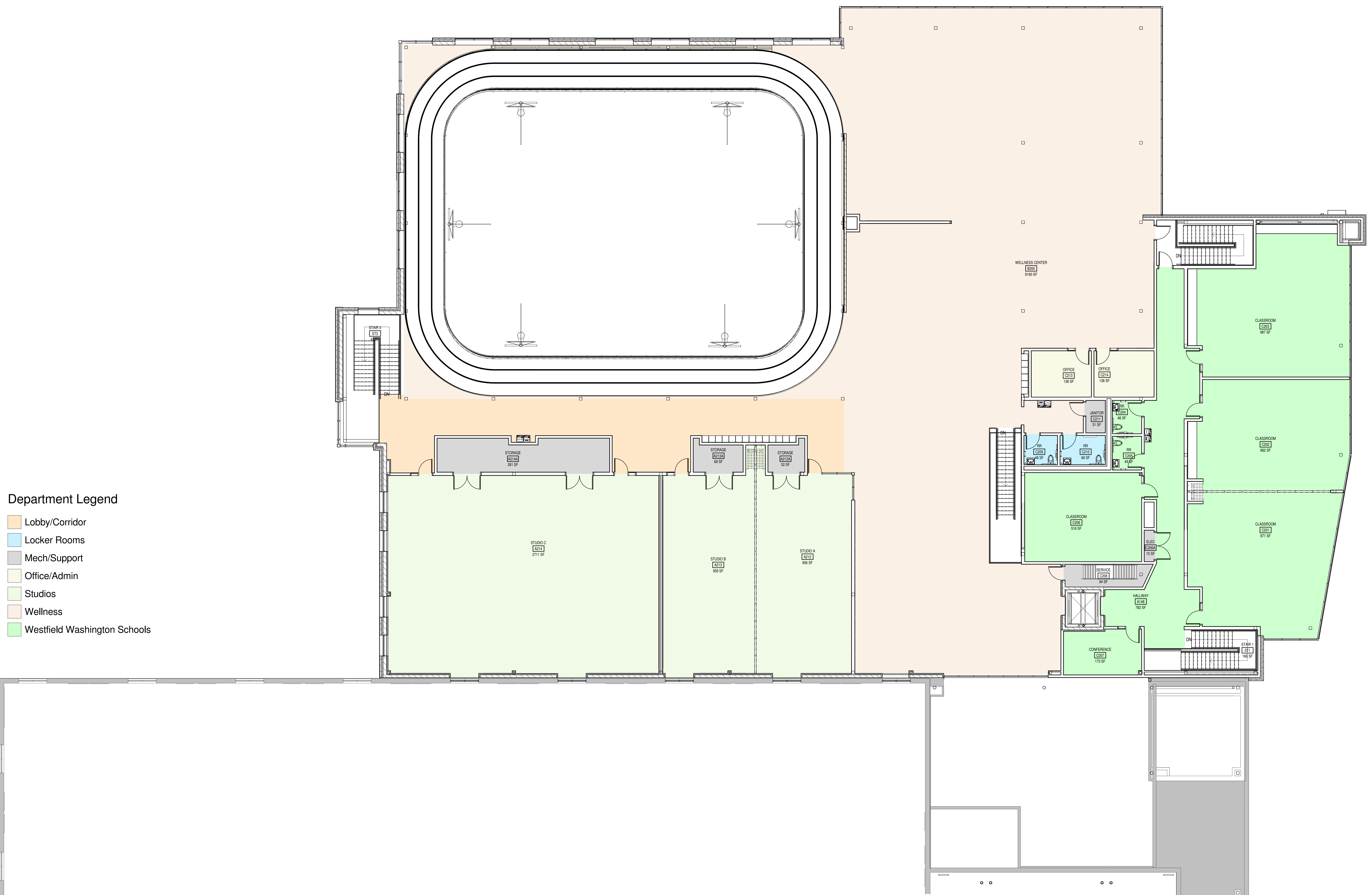
Department Legend

- Childcare/Multipurpose
- Gym
- Lobby/Corridor
- Locker Rooms
- Mech/Support
- Office/Admin
- Westfield Washington Schools



1 OVERALL GROUND FLOOR PLAN
Axx SCALE: 1/8" = 1'-0"

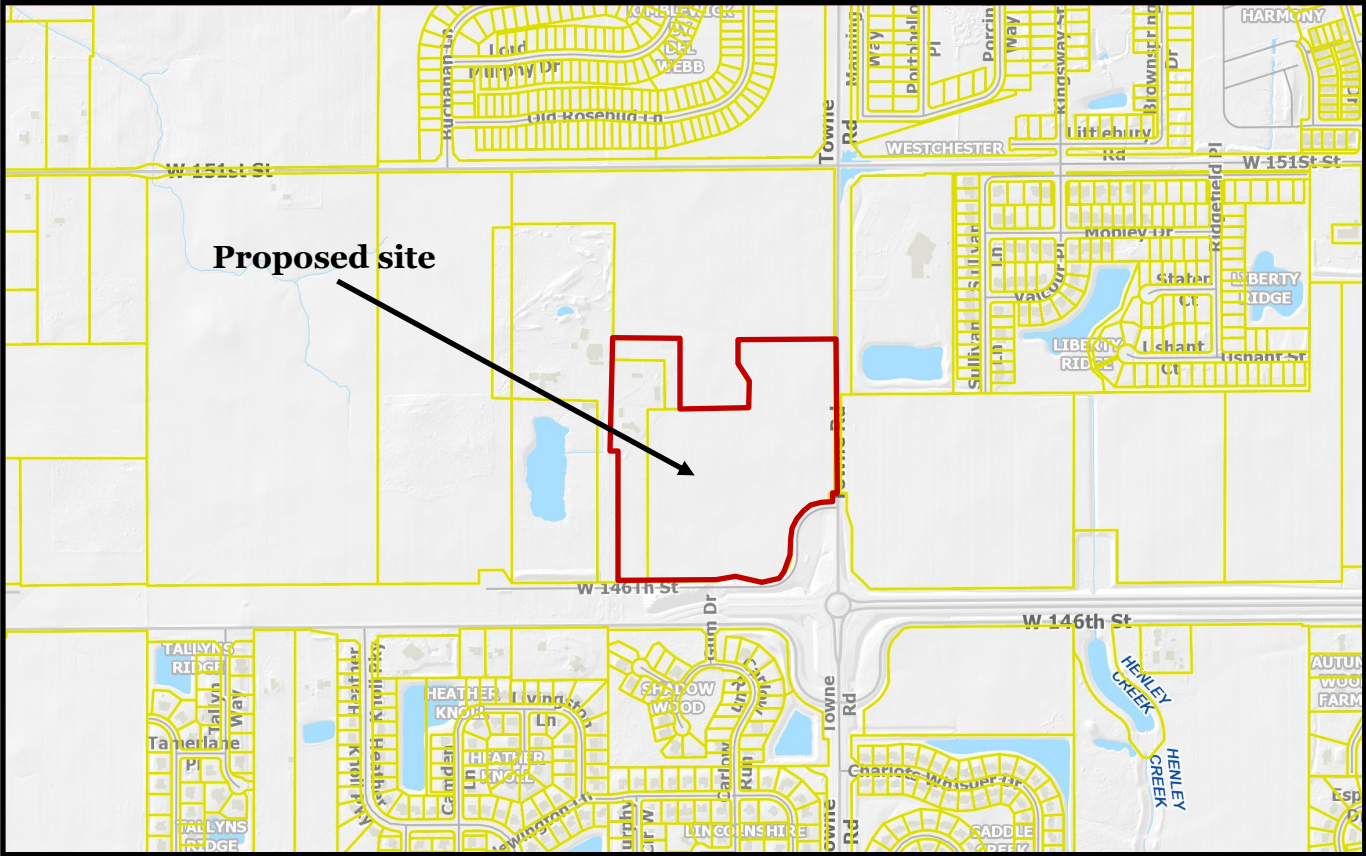




1 OVERALL SECOND FLOOR PLAN
 Axxx SCALE: 1/8" = 1'-0" NORTH

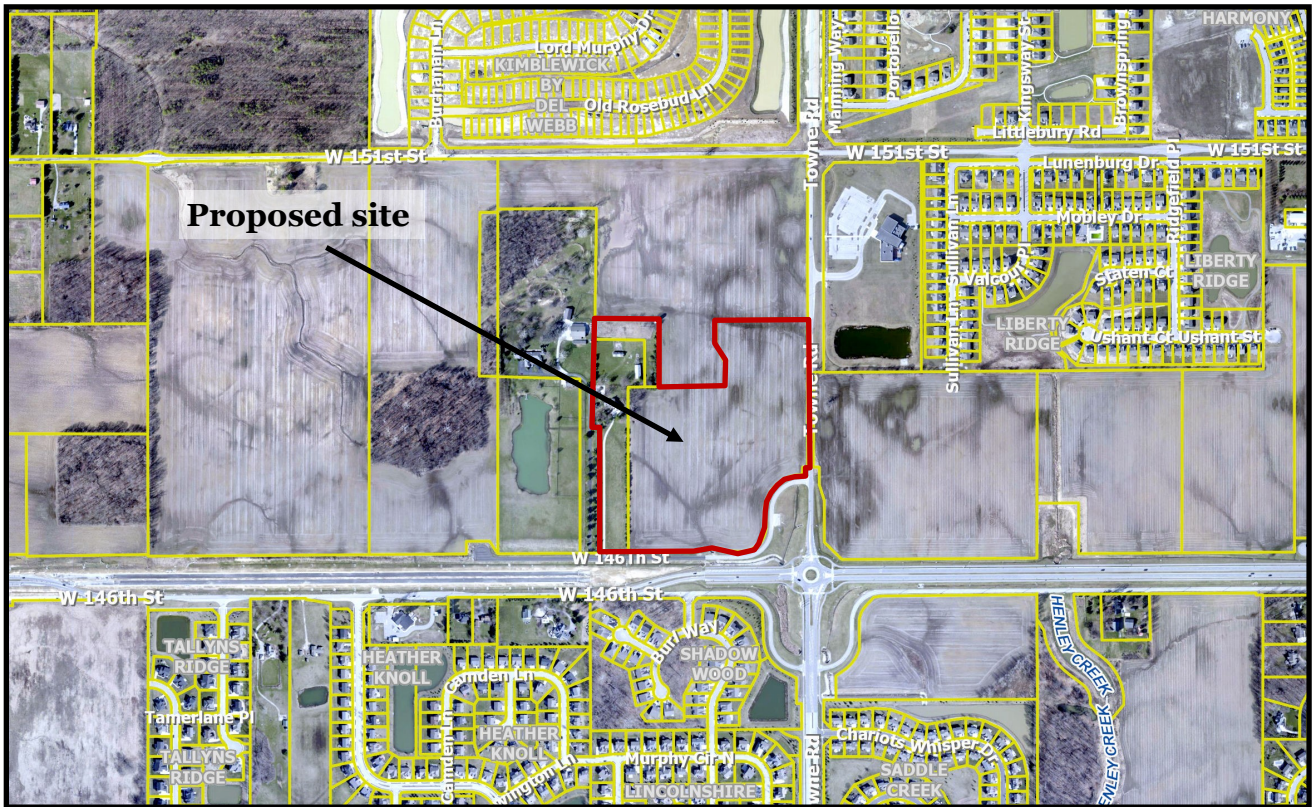
TOWNERUN PUD

VICINITY MAP



TOWNERUN PUD

VICINITY MAP



ORDINANCE NUMBER 23-__

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AN AMENDMENT TO
THE CUSTOM COMMERCE PARK PLANNED UNIT DEVELOPMENT AND THE
UNIFIED DEVELOPMENT ORDINANCE**

“Custom Commerce Park PUD Amendment V”

This amendment to a Planned Unit Development District Ordinance (the “**Amendment**”), known as the CUSTOM COMMERCE PARK PLANNED UNIT DEVELOPMENT (Ordinance 03-29, the “**Custom Commerce Park 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 UDO;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “**Commission**”) considered a petition (Petition No. ____-PUD-__), filed with the Commission requesting an amendment to Ordinance 03-29, enacted by the Common Council of the City of Westfield (the “**Council**”) on September 18, 2003;

WHEREAS, the Amendment pertains to the subject real estate located within the Custom Commerce Park PUD, and more particularly identified by legal description as Lot 6 of the Custom Commerce Park Subdivision, a plat of which is recorded as Instrument No. 2018003057 in the Office of the Recorder of Hamilton County, Indiana (the “**Real Estate**”);

WHEREAS, the Commission forwarded Petition No. ____-PUD-__ to the Council with a favorable recommendation (Vote: __ in favor, __ 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 _____, 2023;

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 Custom Commerce Park Ordinance is hereby amended for the Real Estate. In all other respects, the Custom Commerce Park Ordinance shall remain in effect and unchanged. To the extent that the provisions of the UDO or the Custom Commerce Park Ordinance conflict with the provisions of this Amendment, the provisions of this Amendment shall prevail.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Amendment and any exhibits attached hereto, and (ii) the Custom Commerce Park Ordinance, and (iii) the provisions of the UDO, as amended and applicable to the Real Estate, except as modified, revised, supplemented or expressly made inapplicable by this Amendment.
- 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 Amendment are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Amendment.

Section 2. Definitions. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the UDO.

- 2.1 “**Specialty Auto Service and Sales**” shall mean a commercial business that conducts light service and restoration work on roadworthy vehicles and engages in the sale of vehicles. Heavy collision repair is not included within this definition and no junk or undriveable vehicles will be stored on the property. 85% to 95% of customers identify potential purchases online and site visits are by scheduled appointments.

Section 3. Concept Plan. Development of the Real Estate shall be regulated as set forth in this Amendment.

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

Section 4. Permitted Uses. The Custom Commerce Park Ordinance is hereby amended to add Specialty Auto Service and Sales as a permitted use on the Real Estate.

Section 5. The standards of the Custom Commerce Park Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

- 5.1 Parking and Loading. Section 6.14 of the UDO shall not apply to portions of the Real Estate utilized for the storage of automobile inventory.

- 5.2 Outside Storage. The Custom Commerce Park Ordinance is hereby modified to provide that the outdoor storage of automobile inventory shall not be considered Outside Storage on the Real Estate.
- 5.3 Architectural Standards: The Building on the Real Estate shall be constructed in in a manner consistent with the character and quality of the building elevations attached hereto as Exhibit B (“**Building Elevations**”).
- 5.4 Landscaping:
- A. Interior Parking Lot Landscaping shall not per required on portions of the Real Estate utilized for the storage of automobile inventory.
 - B. Perimeter Parking Lot Landscaping shall not be required along the northwest property line of the Real Estate, running parallel along the existing pipeline easement.
 - C. Landscaping shall be installed in substantial compliance with the landscaping exhibit attached hereto as Exhibit C (the “**Monon Buffer**”) to provide buffer plantings for the Monon Trail, unless otherwise modified or approved by the Director of the Community Development Department.

Section 6. 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 ____ DAY OF _____, 2023.

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

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 Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE XX-XX** was delivered to the Mayor of Westfield on the ____ day of _____, 2023, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE XX-XX**

this _____ day of _____, 2023.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE XX-XX**

this _____ day of _____, 2023.

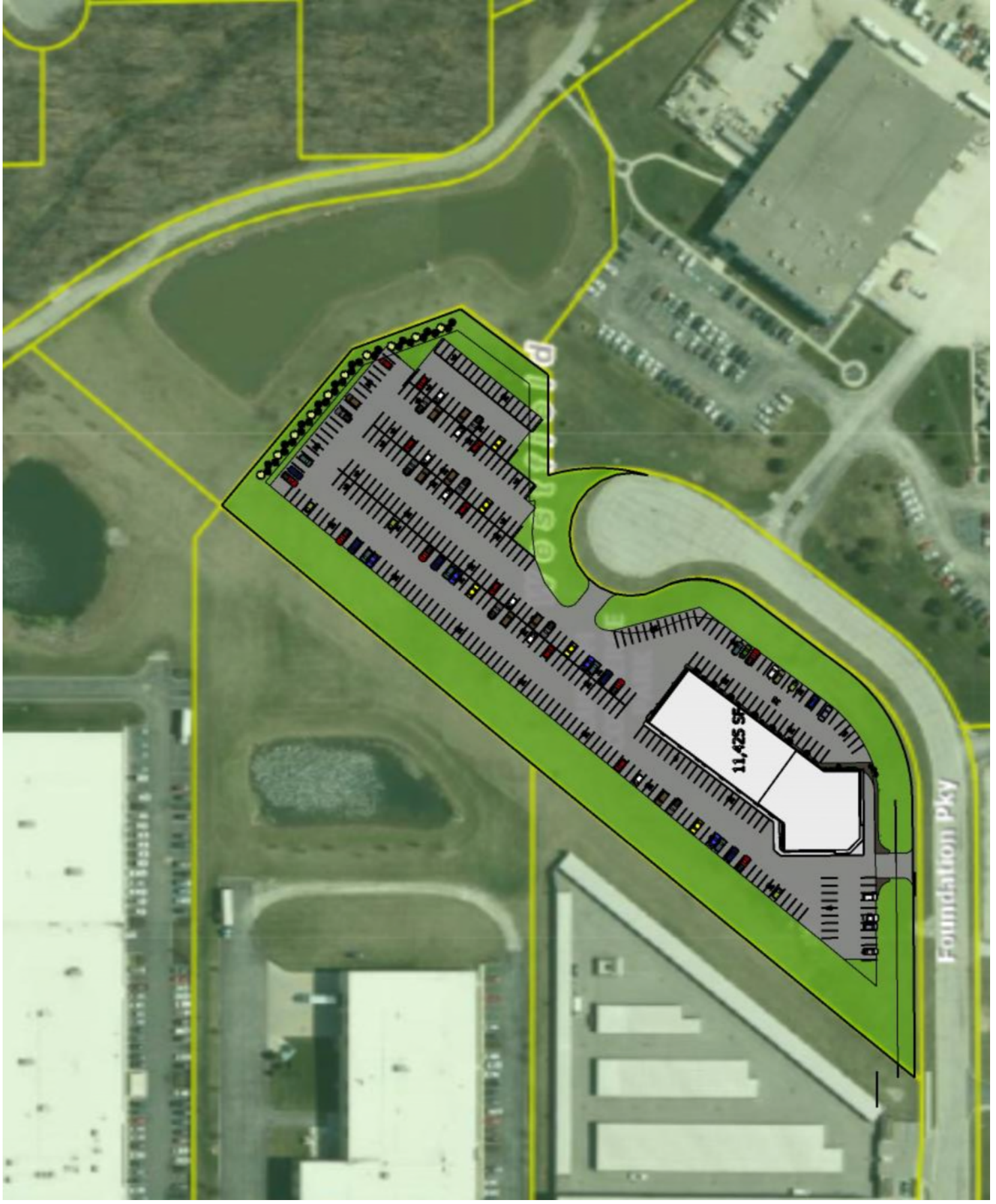
J. Andrew Cook, Mayor

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

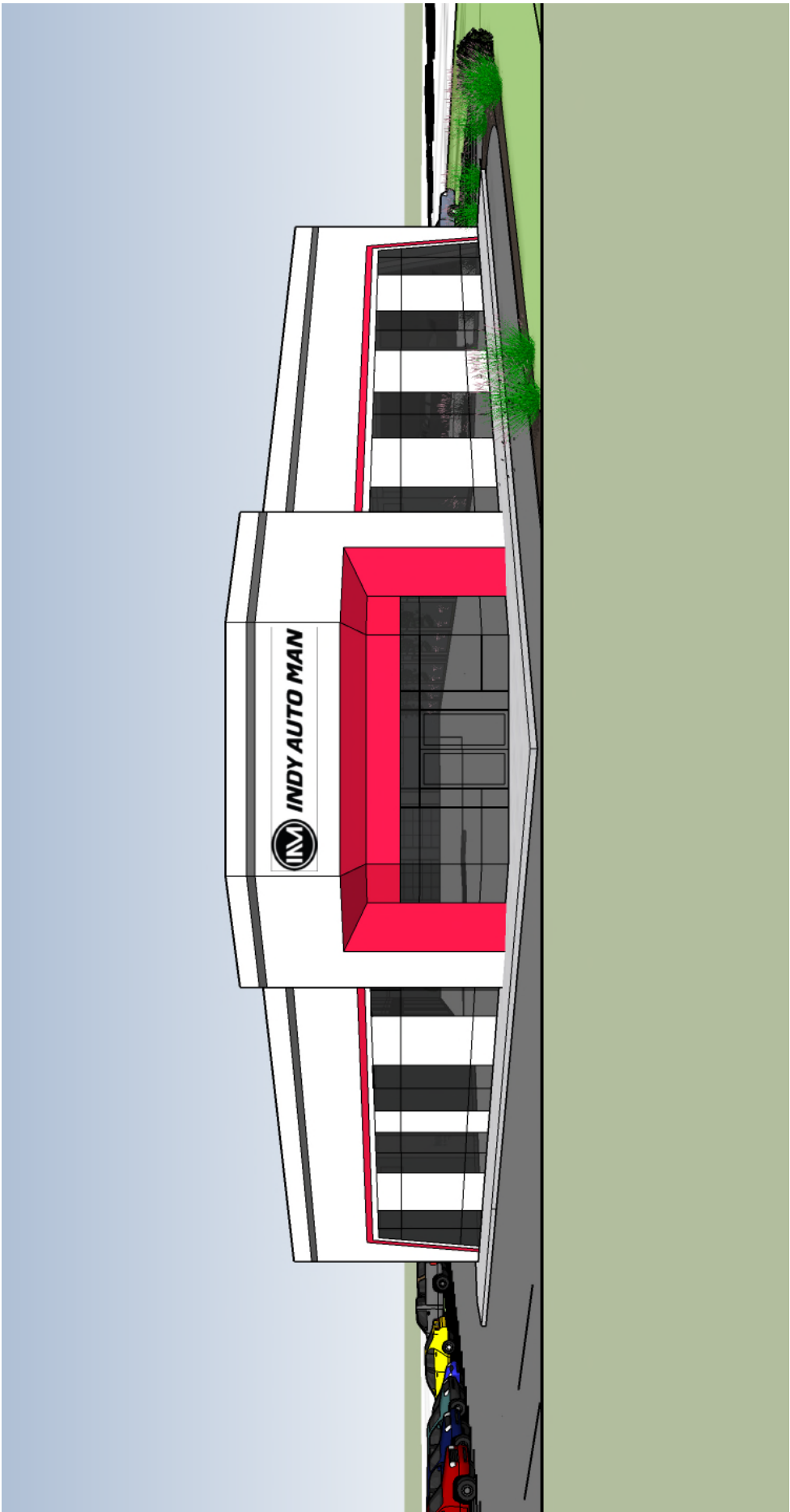
“Concept Plan”



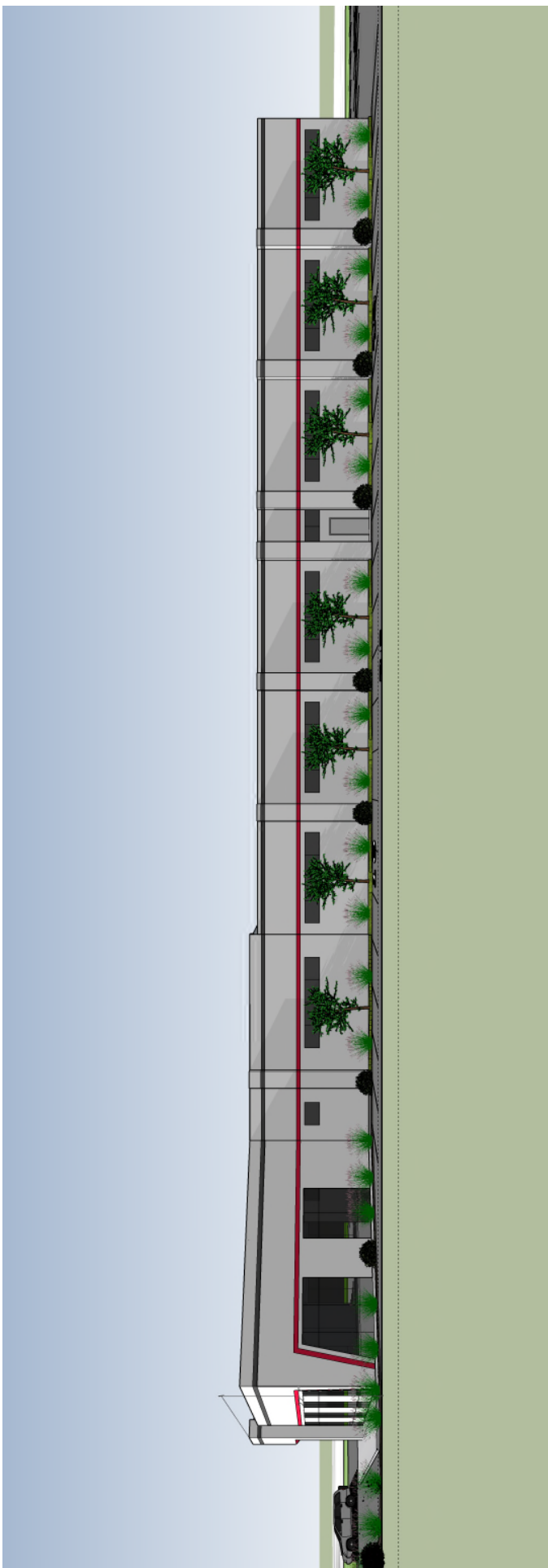
CONCEPT PLAN

Exhibit B

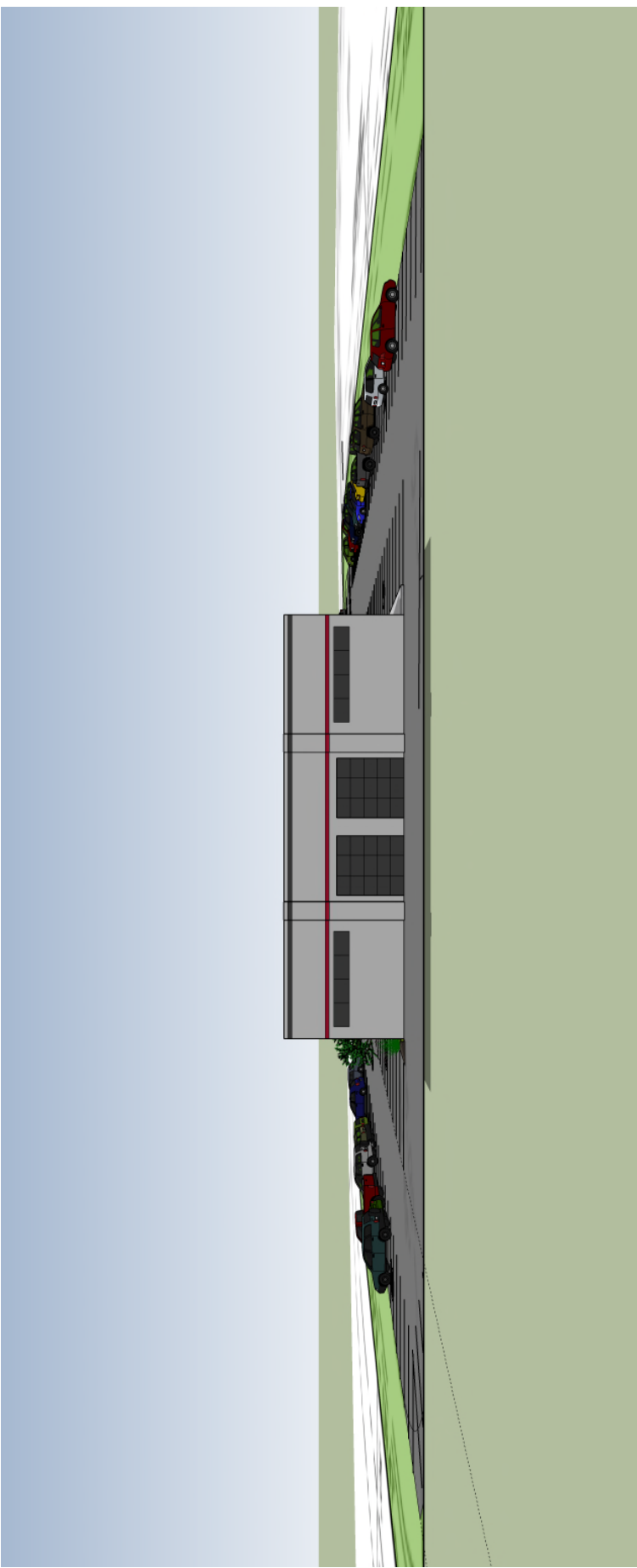
“Building Elevations”



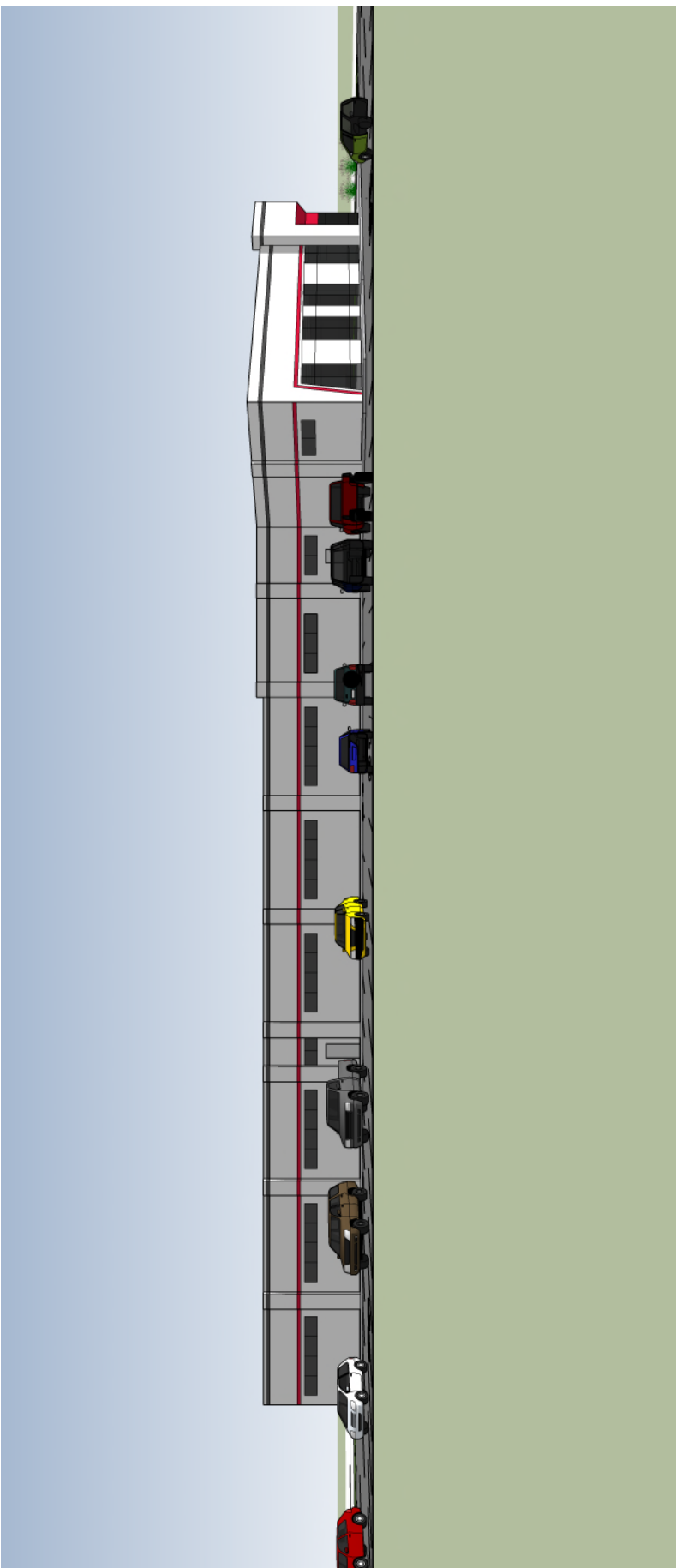
SOUTH ELEVATION



EAST ELEVATION



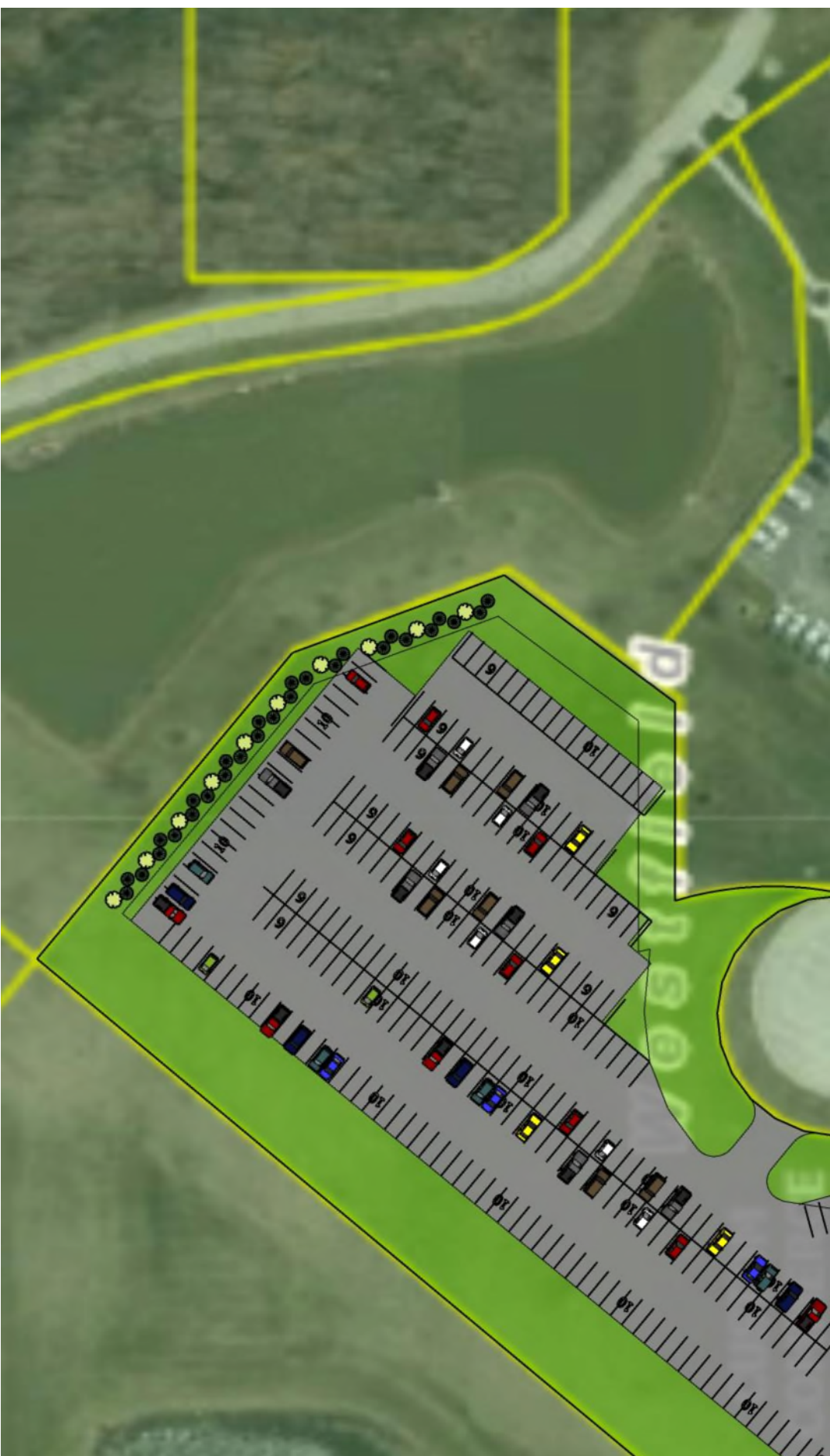
NORTH ELEVATION



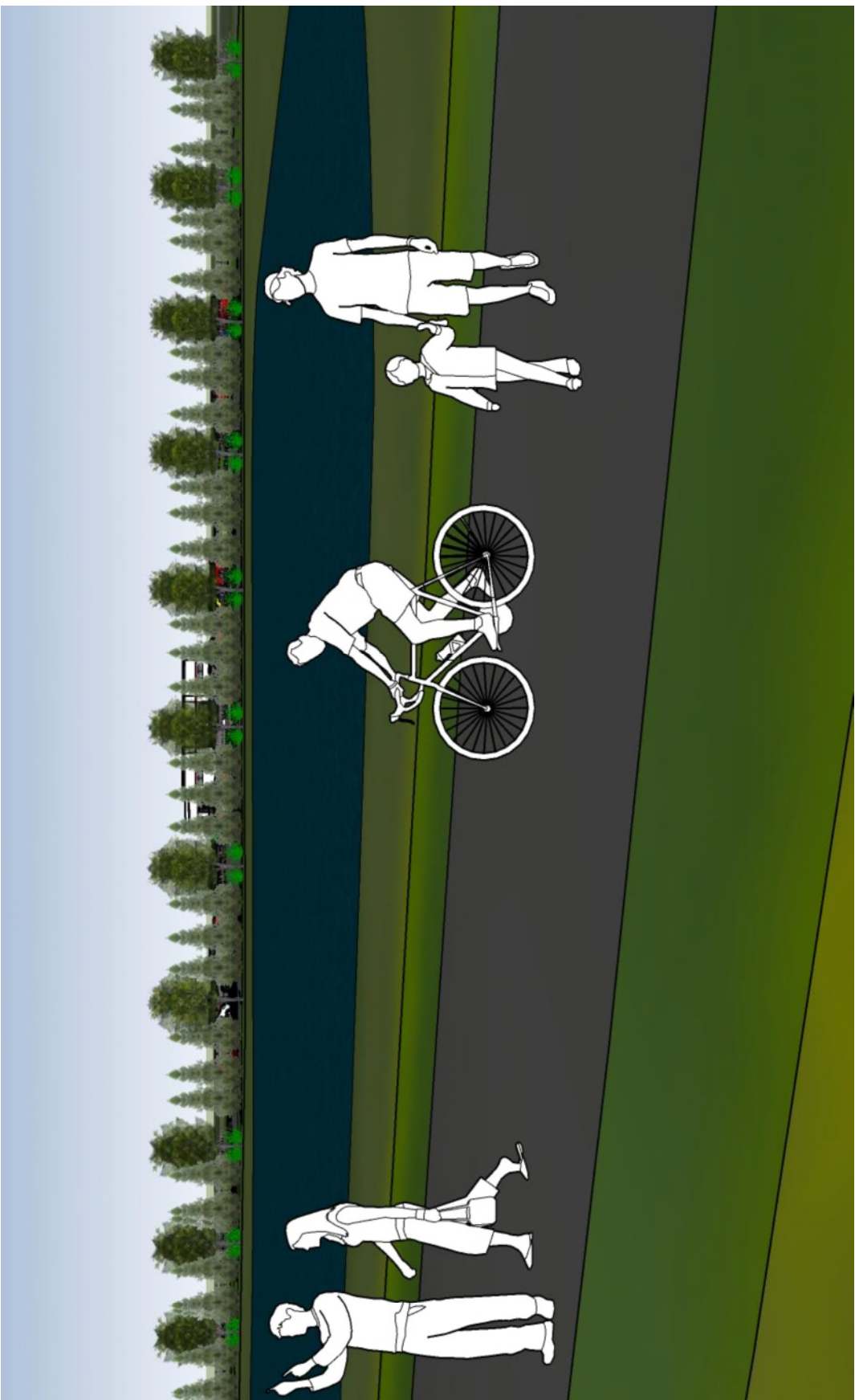
WEST ELEVATION

Exhibit C

“Monon Buffer”



ENLARGED MONON BUFFER PLAN



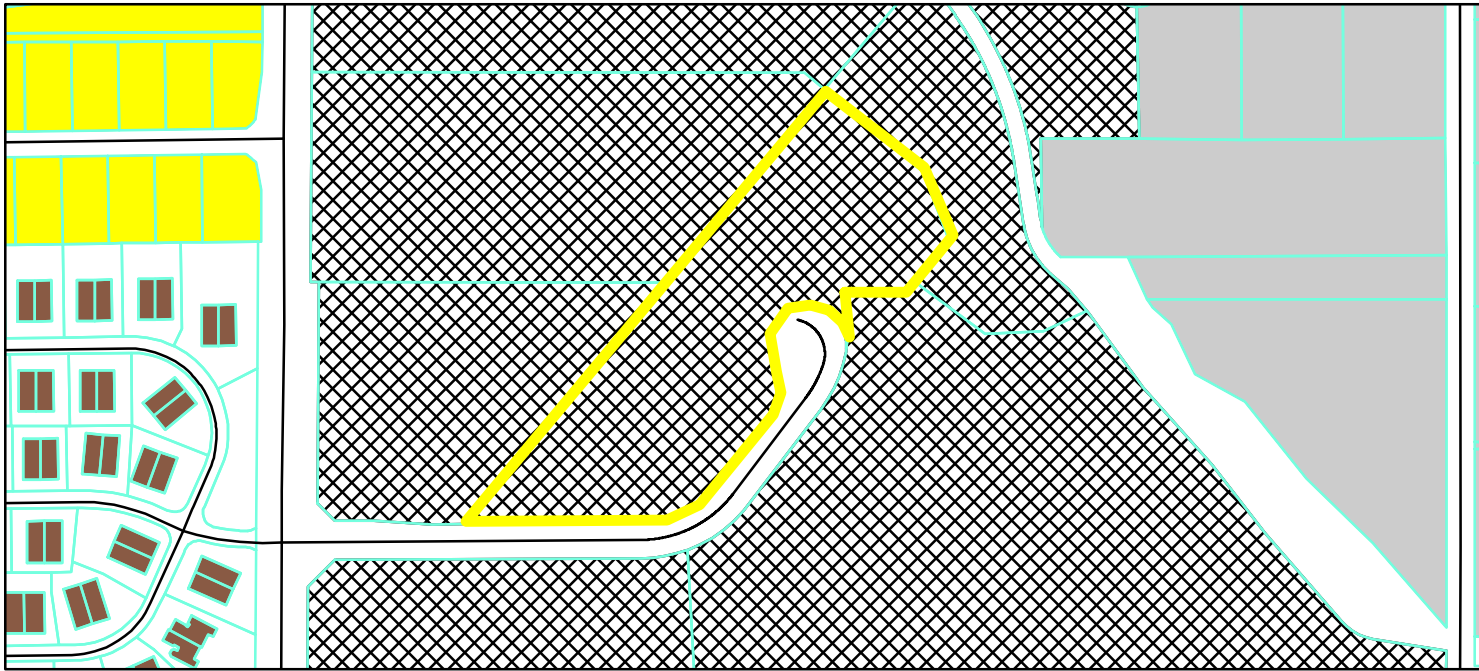
PERSPECTIVE VIEW FROM MONON

Aerial Location Map

 Site



Zoning Map



GIS.DBO.PW_Streets Zoning

Parcel

Parcel

Zoning - All

EI (Enclosed Industrial)

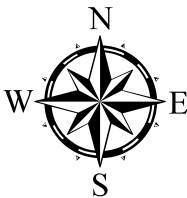
MF-2 (Multiple Family - 2)

PUD (Planned Unit Development)

SF-3 (Single Family - 3)

SF-4 (Single Family - 4)

0 0.05 0.1 Miles



Statement of Intent

17230 Foundation Parkway

Custom Commerce Park PUD Amendment

The proposed amendment to the Custom Commerce Park PUD has been submitted to permit the development of the last remaining lot in Custom Commerce Park, located at 17230 Foundation Parkway. The proposed land use is a high-end automotive refurbishing, service and sales business. The auto refurbishing and service aspects of the proposed use are permitted on the property today; however, the sale of automobiles is not.

The proposed building will be constructed of the same high quality materials as the other buildings within Custom Commerce Park. The proposed use of the property is less intensive than other land uses permitted on the subject property today.

If approved, construction is planned for Spring of 2024.

ORDINANCE NUMBER 22-52

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING
AN AMENDMENT TO WHEELER LANDING PLANNED UNIT DEVELOPMENT and
THE UNIFIED DEVELOPMENT ORDINANCE**

This is an Ordinance (this "Ordinance") to amend the Wheeler Landing Planned Unit Development District that of Ordinance 18-04 (as amended) ("Wheeler Landing Ordinance") and 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 of the City of Westfield and Washington Township, Hamilton County, Indiana (the "UDO");

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted the Wheeler Landing Ordinance as Ordinance 18-04, which has been amended on four occasions through Ordinances 19-37, 19-6, 20-08 and 21-05;

WHEREAS, the Westfield-Washington Township Advisory Plan Commission ("Commission") considered a petition (**Petition No. 2212 - PUD - 20**) filed with the Commission 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** ("Real Estate");

WHEREAS, the Commission forwarded **Petition No. 2212 - PUD - 20** to the Common Council with a favorable recommendation (_____ in favor _____ against) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

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 Wheeler Landing Ordinance, the Unified Development Ordinance, and Zoning Map, are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Wheeler Landing Ordinance except as revised, modified supplemented or expressly mad inapplicable hereby; and (iii) the provisions of the Unified Development Ordinance, 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.

- 1.2 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 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. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance. The following words and terms, not defined elsewhere in this Ordinance or its Exhibits, shall have the following meanings:

- 2.1 **Added Real Estate.** The portion of the Real Estate identified on **Exhibit B** hereto, is hereby added to the Wheeler Landing Ordinance (Ord. 18-04).

Section 3. **Concept Plan.** The Added Real Estate is added to Area III as provided in the Wheeler Landing Ordinance (Ord. 18-04).

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

Section 4. **Additional uses.** The Additional Uses for Area III as provided in the Wheeler Landing Ordinance shall apply to the Added Real Estate except that Dwelling, Multi-Family (rental or owned) is only allowed if Multi-Family uses are located in a multi-story building where nonresidential commercial uses occupy the first occupied floor of any multi-story building. No Multi-Family uses shall be permitted in a single-story building on the Added Real Estate.

Section 5. **Annexation.** The Added Real Estate, or parts thereof that may be the subject of a secondary plat approval, shall be annexed into the corporate limits of the City of Westfield prior to the approval and recording of a secondary plat for that part of the Real Estate.

Section 6. **Duration.** Failure to obtain Secondary Plat/Construction Plan approval for the District by July 1, 2033 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification of the Added Real Estate to revert to AG-SF1 District and the modifications to the Wheeler Landing Ordinance made hereby to be void.

Section 7 **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 LEFT INTENTIONALLY BLANK.]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2023.

WESTFIELD CITY COUNCIL

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 Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 22-52** was delivered to the Mayor of Westfield

on the _____ day of _____, 2023, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-52**

this _____ day of _____, 2023.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-52**

this _____ day of _____, 2023.

J. Andrew Cook, Mayor

This document prepared by:

Russell L. Brown, Clark, Quinn, Moses, Scott & Grahm, LLP, 320 N. Meridian Street, Suite 1100, Indianapolis, Indiana 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. Russell L. Brown

SCHEDULE OF EXHIBITS

- Exhibit A Real Estate (Legal Description)
- Exhibit B Added Real Estate (Legal Description)
- Exhibit C Concept Plan

EXHIBIT A
REAL ESTATE

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

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, SAID POINT OF BEGINNING BEING SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 385.41 FEET (ASSUMED BEARING) FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 481.38 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF A 0.542 TRACT OF REAL ESTATE DESCRIBED AS TRACT #3 IN INSTRUMENT #9500589; THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS EAST 272.40 FEET TO THE SOUTHWEST CORNER OF SAID 0.542 ACRE TRACT OF REAL ESTATE; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 473.78 FEET TO A POINT THAT BEARS SOUTH 01 DEGREE 08 MINUTES 45 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 08 MINUTES 45 SECONDS EAST 274.92 FEET TO THE POINT OF BEGINNING. CONTAINING 3.00 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL APPLICABLE EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXCEPTING THEREFROM:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTERS' LAND DESCRIBED IN INSTRUMENT NUMBER 200600004685, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SECTION SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST (ASSUMED BEARING) 385.41 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SAID NORTHEAST CORNER DESIGNATED AS POINT "1" ON SAID PLAT, WHICH POINT OF BEGINNING IS THE NORTHEAST CORNER OF THE GRANTERS' LAND; THENCE SOUTH 1 DEGREE 11 MINUTES 12 SECONDS WEST 60.02 FEET ALONG THE EAST LINE OF THE GRANTERS' LAND TO THE POINT DESIGNATED AS "6267" ON SAID PLAT; THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST 479.52 FEET TO THE WEST LINE OF THE GRANTERS' LAND; THENCE NORTH 0 DEGREES 24 MINUTES 01 SECOND WEST 60.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS EAST 481.18 FEET (481.38 FEET PER DEED) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.662 ACRES, MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT OF WAY WHICH CONTAINS 0.099 ACRES, MORE OR LESS.

EXHIBIT B
ADDED REAL ESTATE

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

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, SAID POINT OF BEGINNING BEING SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 385.41 FEET (ASSUMED BEARING) FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 481.38 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF A 0.542 TRACT OF REAL ESTATE DESCRIBED AS TRACT #3 IN INSTRUMENT #9500589; THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS EAST 272.40 FEET TO THE SOUTHWEST CORNER OF SAID 0.542 ACRE TRACT OF REAL ESTATE; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 473.78 FEET TO A POINT THAT BEARS SOUTH 01 DEGREE 08 MINUTES 45 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 08 MINUTES 45 SECONDS EAST 274.92 FEET TO THE POINT OF BEGINNING. CONTAINING 3.00 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL APPLICABLE EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXCEPTING THEREFROM:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTERS' LAND DESCRIBED IN INSTRUMENT NUMBER 200600004685, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SECTION SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST (ASSUMED BEARING) 385.41 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SAID NORTHEAST CORNER DESIGNATED AS POINT "1" ON SAID PLAT, WHICH POINT OF BEGINNING IS THE NORTHEAST CORNER OF THE GRANTERS' LAND; THENCE SOUTH 1 DEGREE 11 MINUTES 12 SECONDS WEST 60.02 FEET ALONG THE EAST LINE OF THE GRANTERS' LAND TO THE POINT DESIGNATED AS "6267" ON SAID PLAT; THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST 479.52 FEET TO THE WEST LINE OF THE GRANTERS' LAND; THENCE NORTH 0 DEGREES 24 MINUTES 01 SECOND WEST 60.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS EAST 481.18 FEET (481.38 FEET PER DEED) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.662 ACRES, MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT OF WAY WHICH CONTAINS 0.099 ACRES, MORE OR LESS.

EXHIBIT C
CONCEPT PLAN



ORDINANCE NUMBER 22-52

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING
AN AMENDMENT TO WHEELER LANDING PLANNED UNIT DEVELOPMENT and
THE UNIFIED DEVELOPMENT ORDINANCE**

This is an Ordinance (this "Ordinance") to amend the Wheeler Landing Planned Unit Development District that of Ordinance 18-04 (as amended) ("Wheeler Landing Ordinance") and 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 of the City of Westfield and Washington Township, Hamilton County, Indiana (the "UDO");

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted the Wheeler Landing Ordinance as Ordinance 18-04, which has been amended on four occasions through Ordinances 19-37, 19-6, 20-08 and 21-05;

WHEREAS, the Westfield-Washington Township Advisory Plan Commission ("Commission") considered a petition (**Petition No. 2212 - PUD - 20**) filed with the Commission 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** ("Real Estate");

WHEREAS, the Commission forwarded **Petition No. 2212 - PUD - 20** to the Common Council with a favorable recommendation (_____ in favor _____ against) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

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 Wheeler Landing Ordinance, the Unified Development Ordinance, and Zoning Map, are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Wheeler Landing Ordinance except as revised, modified supplemented or expressly mad inapplicable hereby; and (iii) the provisions of the Unified Development Ordinance, 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.

- 1.2 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 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. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance. The following words and terms, not defined elsewhere in this Ordinance or its Exhibits, shall have the following meanings:

- 2.1 **Added Real Estate.** The portion of the Real Estate identified on **Exhibit B** hereto, which is hereby added to the Wheeler Landing Ordinance (Ord. 18-04).

Section 3. **Concept Plan.** The Added Real Estate is added to Area III as provided in the Wheeler Landing Ordinance (Ord. 18-04).

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

Section 4. **Additional uses.** The Additional Uses for Area III as provided in the Wheeler Landing Ordinance shall apply to the Added Real Estate except that Dwelling, Multi-Family (rental or owned) is only allowed if Multi-Family uses are located in a multi-story building where nonresidential commercial uses occupy the first occupied floor of any multi-story building. No Multi-Family uses shall be permitted in a single-story building on the Added Real Estate.

Section 4.**Section 5.** **Annexation.** The Added Real Estate, or parts thereof that may be the subject of a secondary plat approval, shall be annexed into the corporate limits of the City of Westfield prior to the approval and recording of a secondary plat for that part of the Real Estate.

Section 65. **Duration.** Failure to obtain Secondary Plat/Construction Plan approval for the District by July 1, 2033 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification of the Added Real Estate to revert to AG-SF1 District and the modifications to the Wheeler Landing Ordinance made hereby to be void.

Section 76. **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 LEFT INTENTIONALLY BLANK.]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2023.

WESTFIELD CITY COUNCIL

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 Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 22-52** was delivered to the Mayor of Westfield

on the _____ day of _____, 2023, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-52**

this _____ day of _____, 2023.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-52**

this _____ day of _____, 2023.

J. Andrew Cook, Mayor

This document prepared by:

Russell L. Brown, Clark, Quinn, Moses, Scott & Grahm, LLP, 320 N. Meridian Street, Suite 1100, Indianapolis, Indiana 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. Russell L. Brown

SCHEDULE OF EXHIBITS

- | | |
|-----------|---------------------------------------|
| Exhibit A | Real Estate (Legal Description) |
| Exhibit B | Added Real Estate (Legal Description) |
| Exhibit C | Concept Plan |

EXHIBIT A
REAL ESTATE

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

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, SAID POINT OF BEGINNING BEING SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 385.41 FEET (ASSUMED BEARING) FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 481.38 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF A 0.542 TRACT OF REAL ESTATE DESCRIBED AS TRACT #3 IN INSTRUMENT #9500589; THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS EAST 272.40 FEET TO THE SOUTHWEST CORNER OF SAID 0.542 ACRE TRACT OF REAL ESTATE; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 473.78 FEET TO A POINT THAT BEARS SOUTH 01 DEGREE 08 MINUTES 45 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 08 MINUTES 45 SECONDS EAST 274.92 FEET TO THE POINT OF BEGINNING. CONTAINING 3.00 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL APPLICABLE EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXCEPTING THEREFROM:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTERS' LAND DESCRIBED IN INSTRUMENT NUMBER 200600004685, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SECTION SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST (ASSUMED BEARING) 385.41 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SAID NORTHEAST CORNER DESIGNATED AS POINT "1" ON SAID PLAT, WHICH POINT OF BEGINNING IS THE NORTHEAST CORNER OF THE GRANTERS' LAND; THENCE SOUTH 1 DEGREE 11 MINUTES 12 SECONDS WEST 60.02 FEET ALONG THE EAST LINE OF THE GRANTERS' LAND TO THE POINT DESIGNATED AS "6267" ON SAID PLAT; THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST 479.52 FEET TO THE WEST LINE OF THE GRANTERS' LAND; THENCE NORTH 0 DEGREES 24 MINUTES 01 SECOND WEST 60.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS EAST 481.18 FEET (481.38 FEET PER DEED) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.662 ACRES, MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT OF WAY WHICH CONTAINS 0.099 ACRES, MORE OR LESS.

EXHIBIT B
ADDED REAL ESTATE

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

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, SAID POINT OF BEGINNING BEING SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 385.41 FEET (ASSUMED BEARING) FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 481.38 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF A 0.542 TRACT OF REAL ESTATE DESCRIBED AS TRACT #3 IN INSTRUMENT #9500589; THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS EAST 272.40 FEET TO THE SOUTHWEST CORNER OF SAID 0.542 ACRE TRACT OF REAL ESTATE; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 473.78 FEET TO A POINT THAT BEARS SOUTH 01 DEGREE 08 MINUTES 45 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 08 MINUTES 45 SECONDS EAST 274.92 FEET TO THE POINT OF BEGINNING. CONTAINING 3.00 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL APPLICABLE EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXCEPTING THEREFROM:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTERS' LAND DESCRIBED IN INSTRUMENT NUMBER 200600004685, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SECTION SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST (ASSUMED BEARING) 385.41 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SAID NORTHEAST CORNER DESIGNATED AS POINT "1" ON SAID PLAT, WHICH POINT OF BEGINNING IS THE NORTHEAST CORNER OF THE GRANTERS' LAND; THENCE SOUTH 1 DEGREE 11 MINUTES 12 SECONDS WEST 60.02 FEET ALONG THE EAST LINE OF THE GRANTERS' LAND TO THE POINT DESIGNATED AS "6267" ON SAID PLAT; THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST 479.52 FEET TO THE WEST LINE OF THE GRANTERS' LAND; THENCE NORTH 0 DEGREES 24 MINUTES 01 SECOND WEST 60.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS EAST 481.18 FEET (481.38 FEET PER DEED) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.662 ACRES, MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT OF WAY WHICH CONTAINS 0.099 ACRES, MORE OR LESS.

EXHIBIT C
CONCEPT PLAN

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.

September 11, 2023

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 33 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 September, 2023

Signatures of Governing Board

Approved by State Board of Accounts for the City of Westfield, 2013

Purchase Invoice Register

City of Westfield

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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								
	Administration								
VEN001537	Payroll	APP107990	8/29/2023	101001111	ADM-SALARY	sal	12,993.29	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101001120	ADM-FICA /MEDICARE	fica	768.19	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101001120	ADM-FICA /MEDICARE	med	179.66	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101001121	ADM-PERF	perf	1,504.77	500000923	8/30/2023
VEN000917	Humane Society for Hamilton	APP108091	9/5/2023	101001349	ADM-SERVICES	Strays	6,691.90		
VEN010036	VSP Insurance	APP108095	9/5/2023	101001119	ADM-HEALTH/DENTAL	Sept Ins	28.96	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101001119	ADM-HEALTH/DENTAL	Sept Ins	3,288.51		
VEN000534	Delta Dental	APP108105	9/5/2023	101001119	ADM-HEALTH/DENTAL	Sept Ins	126.08	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101001119	ADM-HEALTH/DENTAL	4th quart EAP	10.68	75930	9/5/2023
VEN000589	Duke Energy	APP108159	9/6/2023	101001341	ADM-ELECTRICITY	Admin	22.40	75936	9/6/2023
VEN002097	Westfield Chamber Of Commerce	APP108181	9/6/2023	101001347	ADM-PROMOTIONS	June State of the City Lunch	954.80		
VEN002011	U S 31 Coalition	APP108182	9/6/2023	101001350	ADM-SUB/DUES/MEMBERS	Coalition Support	1,000.00		
VEN005974	Aim	APP108183	9/6/2023	101001350	ADM-SUB/DUES/MEMBERS	2023 IN Conference of	750.00		
VEN000480	CSI Signs	APP108184	9/6/2023	101001347	ADM-PROMOTIONS	Edwards Banner	278.10		
VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	101001343	ADM-BUILDING	City Hall	780.00		
	Subtotal for Administration						29,377.34		
	Police								
VEN001537	Payroll	APP107990	8/29/2023	101002111	POLICE-SALARY	sal	261,973.33	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101002120	POLICE-FICA/MEDICARE	fica	15,630.00	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101002120	POLICE-FICA/MEDICARE	med	3,655.42	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101002121	POLICE-PERF	perf	40,061.08	500000923	8/30/2023
VEN010036	VSP Insurance	APP108095	9/5/2023	101002119	POLICE-HEALTH/DENTAL	Sept Ins	830.80	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101002119	POLICE-HEALTH/DENTAL	Sept Ins	88,214.60		
VEN000534	Delta Dental	APP108105	9/5/2023	101002119	POLICE-HEALTH/DENTAL	Sept Ins	3,877.18	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101002119	POLICE-HEALTH/DENTAL	4th quart EAP	411.18	75930	9/5/2023
VEN009277	Nelson and Co LLC	APP108114	9/5/2023	101002229	POLICE-UNIFORMS	Uniform Patches-Short	58.50		
VEN009277	Nelson and Co LLC	APP108114	9/5/2023	101002229	POLICE-UNIFORMS	Uniforms-Tribbet	114.40		
VEN009277	Nelson and Co LLC	APP108114	9/5/2023	101002229	POLICE-UNIFORMS	Uniforms-W. Ottenweller	116.10		
VEN000777	Glass America	APP108115	9/5/2023	101002360	POLICE-VEHICLE REPAIR	Windshield Repair	727.15		
VEN000747	Galls	APP108117	9/5/2023	101002229	POLICE-UNIFORMS	Uniform Belts	94.02		
VEN000314	C.A.R. Clinic	APP108118	9/5/2023	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	6,333.08		
VEN011420	ProTeam Wellness	APP108180	9/6/2023	101002119	POLICE-HEALTH/DENTAL	Wellness workshop	1,200.00		

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Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
			Police								
		VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	101002343	POLICE-BUILDING	PSB	1,000.00		
		VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	101002343	POLICE-BUILDING	PSB lobby	100.00		
		VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	101002343	POLICE-BUILDING	Deodorizers	100.00		
		VEN010877	Co Alliance Cooperative Inc	APP108243	9/6/2023	101002226	POLICE-VEHICLE	Fuel	13,132.43		
			Subtotal for Police						437,629.27		
			Economic and Community Development								
		VEN001537	Payroll	APP107990	8/29/2023	101003111	ECD-SALARY	sal	40,356.42	500000923	8/30/2023
		VEN001537	Payroll	APP107990	8/29/2023	101003120	ECD-FICA/MEDICARE	fica	2,438.49	500000923	8/30/2023
		VEN001537	Payroll	APP107990	8/29/2023	101003120	ECD-FICA/MEDICARE	med	570.29	500000923	8/30/2023
		VEN001537	Payroll	APP107990	8/29/2023	101003121	ECD-PERF	perf	5,696.52	500000923	8/30/2023
		VEN010036	VSP Insurance	APP108095	9/5/2023	101003119	ECD-HEALTH/DENTAL	Sept Ins	125.28	75933	9/5/2023
		VEN002020	United Healthcare	APP108101	9/5/2023	101003119	ECD-HEALTH/DENTAL	Sept Ins	12,738.79		
		VEN000534	Delta Dental	APP108105	9/5/2023	101003119	ECD-HEALTH/DENTAL	Sept Ins	455.34	75931	9/5/2023
		VEN009811	CuraLinc LLC	APP108107	9/5/2023	101003119	ECD-HEALTH/DENTAL	4th quart EAP	80.10	75930	9/5/2023
		VEN005717	Background Investigation Bureau	APP108165	9/6/2023	101003349	ECD-SERVICES	Background check	14.45		
			Subtotal for Economic and Community Development						62,475.68		
			Parks								
		VEN001537	Payroll	APP107990	8/29/2023	101005111	PARKS-SALARY	sal	12,178.39	500000923	8/30/2023
		VEN001537	Payroll	APP107990	8/29/2023	101005120	PARKS-FICA/MEDICARE	fica	726.83	500000923	8/30/2023
		VEN001537	Payroll	APP107990	8/29/2023	101005120	PARKS-FICA/MEDICARE	med	169.98	500000923	8/30/2023
		VEN001537	Payroll	APP107990	8/29/2023	101005121	PARKS-PERF	perf	1,502.15	500000923	8/30/2023
		VEN010128	Artist Development Company	APP107997	8/28/2023	101005349	PARKS-SERVICES	Booking for Sept	500.00		
		VEN000485	Current Publishing	APP108063	9/5/2023	101005349	PARKS-SERVICES	May Ad	490.00		
		VEN000485	Current Publishing	APP108063	9/5/2023	101005349	PARKS-SERVICES	June Ads	980.00		
		VEN000485	Current Publishing	APP108063	9/5/2023	101005349	PARKS-SERVICES	Aug Ads	980.00		
		VEN010036	VSP Insurance	APP108095	9/5/2023	101005119	PARKS-HEALTH/DENTAL	Sept Ins	41.76	75933	9/5/2023
		VEN002020	United Healthcare	APP108101	9/5/2023	101005119	PARKS-HEALTH/DENTAL	Sept Ins	3,776.90		
		VEN000534	Delta Dental	APP108105	9/5/2023	101005119	PARKS-HEALTH/DENTAL	Sept Ins	212.64	75931	9/5/2023
		VEN009811	CuraLinc LLC	APP108107	9/5/2023	101005119	PARKS-HEALTH/DENTAL	4th quart EAP	21.36	75930	9/5/2023
		VEN011452	Town Planner Indianapolis North	APP108154	9/6/2023	101005349	PARKS-SERVICES	24 Contract billing	3,590.00		
		VEN009450	WTTS FM	APP108155	9/6/2023	101005349	PARKS-SERVICES	Air spots	665.00		

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Fund No.	Fund Name								
101	General								
	Parks								
VEN005717	Background Investigation Bureau	APP108165	9/6/2023	101005349	PARKS-SERVICES	Background check	28.90		
VEN007891	Royal Events	APP108250	9/7/2023	101005347	PARKS-PROMOTION	Cuisine Connect Culture	450.00		
VEN000676	Fabulously Fun Co	APP108251	9/7/2023	101005347	PARKS-PROMOTION	Cuisine Connect Culture	810.00		
VEN009610	Ronne Stone	APP108252	9/7/2023	101005347	PARKS-PROMOTION	Cuisine Connect Culture	2,500.00		
VEN009612	Indianapolis Chinese Community Center	APP108253	9/7/2023	101005347	PARKS-PROMOTION	Cuisine Connect Culture	500.00		
VEN010556	Celtic Motion	APP108254	9/7/2023	101005347	PARKS-PROMOTION	Cuisine Connect Culture	100.00		
	Subtotal for Parks						30,223.91		
	Economic Dev								
VEN001537	Payroll	APP107990	8/29/2023	101006111	ECONOMIC DEV-SALARY	sal	3,642.08	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101006120	ECONOMIC DEV-	fica	225.58	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101006120	ECONOMIC DEV-	med	52.76	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101006121	ECONOMIC DEV-PERF	perf	517.18	500000923	8/30/2023
VEN010036	VSP Insurance	APP108095	9/5/2023	101006119	ECONOMIC DEV-	Sept Ins	6.40	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101006119	ECONOMIC DEV-	Sept Ins	641.90		
VEN000534	Delta Dental	APP108105	9/5/2023	101006119	ECONOMIC DEV-	Sept Ins	20.86	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101006119	ECONOMIC DEV-	4th quart EAP	5.34	75930	9/5/2023
	Subtotal for Economic Dev						5,112.10		
	Informatics								
VEN002050	Verizon Wireless	APP107955	8/29/2023	101007332	IT-	Cell phones and air cards	7,363.91	75916	8/29/2023
VEN001537	Payroll	APP107990	8/29/2023	101007111	IT-SALARY	sal	20,956.34	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101007120	IT-FICA/MEDICARE	fica	1,224.09	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101007120	IT-FICA/MEDICARE	med	286.26	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101007121	IT-PERF	perf	2,975.80	500000923	8/30/2023
VEN010036	VSP Insurance	APP108095	9/5/2023	101007119	IT-HEALTH/DENTAL	Sept Ins	70.72	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101007119	IT-HEALTH/DENTAL	Sept Ins	7,052.09		
VEN000534	Delta Dental	APP108105	9/5/2023	101007119	IT-HEALTH/DENTAL	Sept Ins	269.80	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101007119	IT-HEALTH/DENTAL	4th quart EAP	37.38	75930	9/5/2023
VEN005146	Konica Minolta Business	APP108108	9/5/2023	101007337	IT-PRINTING	Click Charges	11.04		
VEN007897	Konica Minolta Prem Fin 2	APP108109	9/5/2023	101007337	IT-PRINTING	Sta 82 83 copy machine	77.70		
VEN006597	ATEC Inc	APP108110	9/5/2023	101007451	IT-COMPUTER/EQUIP	Sta 81 internet antennas	3,584.36		
VEN004591	Virtusa Corporation	APP108111	9/5/2023	101007349	IT-SERVICES	Aug services	789.00		
VEN010130	ITSavvy LLC	APP108112	9/5/2023	101007389	IT-SOFTWARE LICENSING	Ruckus End Watchdog	2,122.92		

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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								
	Informatics								
VEN010130	ITSavvy LLC	APP108112	9/5/2023	101007389	IT-SOFTWARE LICENSING	Microsoft Legacy	23.13		
VEN010130	ITSavvy LLC	APP108113	9/5/2023	101007331	IT-CONSULTING	Quest Consulting	10,086.21		
VEN006597	ATEC Inc	APP108119	9/5/2023	101007451	IT-COMPUTER/EQUIP	Sta 81	7,298.78		
VEN003729	Metronet	APP108149	9/6/2023	101007335	IT-TELEPHONE	PSB	275.10		
VEN006678	Amazon Capital Services	APP108177	9/6/2023	101007451	IT-COMPUTER/EQUIP	Sta 81	329.32		
VEN006678	Amazon Capital Services	APP108178	9/6/2023	101007451	IT-COMPUTER/EQUIP	Sta 81	1,049.68		
	Subtotal for Informatics						65,883.63		
	Clerk Treasurer								
VEN000847	Hamilton County Recorder	APP107988	8/30/2023	101008338	CT-LEGAL NOTICES	ROW	50.00	75922	8/30/2023
VEN000837	Hamilton County Auditor Courthouse	APP107989	8/30/2023	101008338	CT-LEGAL NOTICES	ROW	10.00	75923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101008111	CT-SALARY	sal	23,014.15	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101008120	CT-FICA/MEDICARE	fica	1,358.09	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101008120	CT-FICA/MEDICARE	med	317.60	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101008121	CT-PERF	perf	2,136.34	500000923	8/30/2023
VEN001826	Staples	APP107996	8/28/2023	101008223	CT-OFFICE SUPPLIES	Office Supplies	65.04		
VEN007097	Webster and Garino LLC	APP108052	9/5/2023	101008330	CT-LEGAL CONSULTING	August retainer	4,000.00		
VEN010036	VSP Insurance	APP108095	9/5/2023	101008119	CT-HEALTH/DENTAL	Sept Ins	70.72	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101008119	CT-HEALTH/DENTAL	Sept Ins	4,651.70		
VEN000534	Delta Dental	APP108105	9/5/2023	101008119	CT-HEALTH/DENTAL	Sept Ins	220.74	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101008119	CT-HEALTH/DENTAL	4th quart EAP	37.38	75930	9/5/2023
	Subtotal for Clerk Treasurer						35,931.76		
	Mayor								
VEN001537	Payroll	APP107990	8/29/2023	101009111	MAYOR-SALARY	sal	4,758.57	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101009120	MAYOR- FICA/MEDICARE	fica	285.89	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101009120	MAYOR- FICA/MEDICARE	med	66.86	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101009121	MAYOR-PERF	perf	675.72	500000923	8/30/2023
VEN010036	VSP Insurance	APP108095	9/5/2023	101009119	MAYOR-HEALTH/DENTAL	Sept Ins	14.48	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101009119	MAYOR-HEALTH/DENTAL	Sept Ins	1,400.79		
VEN000534	Delta Dental	APP108105	9/5/2023	101009119	MAYOR-HEALTH/DENTAL	Sept Ins	40.62	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101009119	MAYOR-HEALTH/DENTAL	4th quart EAP	5.34	75930	9/5/2023
	Subtotal for Mayor						7,248.27		

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Fund No.	Fund Name								
101	General								
	City Council								
	VEN008846 Altman Poindexter and Wyatt LLC	APP108244	9/6/2023	101010330	CITY COUNCIL-LEGAL	Aug services	2,282.50		
	Subtotal for City Council						2,282.50		
	Public Works								
	VEN002336 Citizens Westfield	APP107916	8/28/2023	101013342	PW-WATER/SEWER	PW	94.56	75865	8/29/2023
	VEN000589 Duke Energy	APP107917	8/28/2023	101013341	PW-ELECTRIC	PW	149.43	75870	8/29/2023
	VEN002336 Citizens Westfield	APP107956	8/29/2023	101013342	PW-WATER/SEWER	PW	402.58	75865	8/29/2023
	VEN001537 Payroll	APP107990	8/29/2023	101013111	PW-SALARY	sal	62,805.02	500000923	8/30/2023
	VEN001537 Payroll	APP107990	8/29/2023	101013120	PW-FICA/MEDICARE	fica	3,728.58	500000923	8/30/2023
	VEN001537 Payroll	APP107990	8/29/2023	101013120	PW-FICA/MEDICARE	med	871.99	500000923	8/30/2023
	VEN001537 Payroll	APP107990	8/29/2023	101013121	PW-PERF	perf	8,980.64	500000923	8/30/2023
	VEN000589 Duke Energy	APP108000	8/30/2023	101013341	PW-ELECTRIC	PW	49.32	75929	8/30/2023
	VEN002336 Citizens Westfield	APP108001	8/30/2023	101013342	PW-WATER/SEWER	PW	424.79	75928	8/30/2023
	VEN005403 BrightView Landscapes LLC	APP108072	9/5/2023	101013349	PW-CONTRACTUAL	COW August	54,279.05		
	VEN003729 Metronet	APP108074	9/5/2023	101013349	PW-CONTRACTUAL	GRJN	311.51	75932	9/5/2023
	VEN001778 Shelby Materials	APP108075	9/5/2023	101013433	PW-INFRAST REPAIR	161st and Oak RAB	1,022.00		
	VEN000402 Cintas	APP108077	9/5/2023	101013229	PW-UNIFORMS	Uniforms	70.72		
	VEN011315 Leach and Russell Mechanical	APP108078	9/5/2023	101013343	PW-BLDG MAINT	Exhaust Fan	4,485.00		
	VEN009542 H and N Outdoor Services LLC	APP108079	9/5/2023	101013349	PW-CONTRACTUAL	COW lawn maint	19,267.75		
	VEN001671 Rieth-Riley Construction	APP108081	9/5/2023	101013433	PW-INFRAST REPAIR	Wheeler Landing	16,235.73		
	VEN002139 Williams Creek Management	APP108082	9/5/2023	101013349	PW-CONTRACTUAL	COW Specialty Landscape	18,480.00		
	VEN002139 Williams Creek Management	APP108083	9/5/2023	101013349	PW-CONTRACTUAL	GRJN native area landscape	6,060.00		
	VEN005709 Service Sanitation Inc	APP108084	9/5/2023	101013349	PW-CONTRACTUAL	Deer Walk	161.70		
	VEN005709 Service Sanitation Inc	APP108084	9/5/2023	101013349	PW-CONTRACTUAL	166th St	134.92		
	VEN011252 Kay Park Recreation Corp	APP108085	9/5/2023	101013345	PW-EQUIP REPAIR	Push Button Assembly	220.00		
	VEN009542 H and N Outdoor Services LLC	APP108087	9/5/2023	101013345	PW-EQUIP REPAIR	Irrigation	970.70		
	VEN001399 MPE Cleaning Systems	APP108088	9/5/2023	101013360	PW-VEHICLE REPAIR	Cherry Foam Soap	590.00		
	VEN004182 The Hoosier Co	APP108089	9/5/2023	101013224	PW-OPERATING SUPPLIES	Material to remove paint	487.50		
	VEN010036 VSP Insurance	APP108095	9/5/2023	101013119	PW-HEALTH AND DENTAL	Sept Ins	258.64	75933	9/5/2023
	VEN002020 United Healthcare	APP108101	9/5/2023	101013119	PW-HEALTH AND DENTAL	Sept Ins	24,872.22		
	VEN000534 Delta Dental	APP108105	9/5/2023	101013119	PW-HEALTH AND DENTAL	Sept Ins	1,087.84	75931	9/5/2023
	VEN0009811 CuraLinc LLC	APP108107	9/5/2023	101013119	PW-HEALTH AND DENTAL	4th quart EAP	197.58	75930	9/5/2023

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Fund No.	Fund Name								
101	General								
	Public Works								
VEN000103	American Structurepoint Inc	APP108148	9/5/2023	101013433	PW-INFRAST REPAIR	161st & Oak Roundabout	1,265.98		
VEN002336	Citizens Westfield	APP108157	9/6/2023	101013342	PW-WATER/SEWER	PW	70.12	75934	9/6/2023
VEN000402	Cintas	APP108207	9/6/2023	101013229	PW-UNIFORMS	Uniforms	70.72		
VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	101013343	PW-BLDG MAINT	CSC	1,370.00		
VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	101013343	PW-BLDG MAINT	CSC floor cleaning	440.00		
VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	101013343	PW-BLDG MAINT	PW workout facility	120.00		
	Subtotal for Public Works						230,036.59		
	Communications								
VEN001537	Payroll	APP107990	8/29/2023	101020111	COMM-SALARY	sal	8,152.12	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101020120	COMM-FICA/MEDICARE	fica	494.09	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101020120	COMM-FICA/MEDICARE	med	115.55	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101020121	COMM-PERF	perf	1,157.60	500000923	8/30/2023
VEN010036	VSP Insurance	APP108095	9/5/2023	101020119	COMM-HEALTH/DENTAL	Sept Ins	19.20	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101020119	COMM-HEALTH/DENTAL	Sept Ins	1,942.31		
VEN000534	Delta Dental	APP108105	9/5/2023	101020119	COMM-HEALTH/DENTAL	Sept Ins	62.58	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101020119	COMM-HEALTH/DENTAL	4th quart EAP	16.02	75930	9/5/2023
	Subtotal for Communications						11,959.47		
	Customer Service								
VEN001537	Payroll	APP107990	8/29/2023	101021111	CUSTOMER SERV-SALARY	sal	8,170.52	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101021120	CUSTOMER SERV-	fica	499.40	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101021120	CUSTOMER SERV-	med	116.79	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101021121	CUSTOMER SERV- PERF	perf	1,160.21	500000923	8/30/2023
VEN010036	VSP Insurance	APP108095	9/5/2023	101021119	CUSTOMER SERV-	Sept Ins	35.36	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101021119	CUSTOMER SERV-	Sept Ins	2,042.69		
VEN000534	Delta Dental	APP108105	9/5/2023	101021119	CUSTOMER SERV-	Sept Ins	146.94	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101021119	CUSTOMER SERV-	4th quart EAP	26.70	75930	9/5/2023
	Subtotal for Customer Service						12,198.61		
	Human Resources								
VEN001537	Payroll	APP107990	8/29/2023	101022111	HR -SALARY	sal	6,321.12	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101022120	HR-FICA/MEDICARE	fica	377.86	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101022120	HR-FICA/MEDICARE	med	88.37	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	101022121	HR PERF	perf	897.60	500000923	8/30/2023

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Fund No. Fund Name									
101	General								
	Human Resources								
VEN010036	VSP Insurance	APP108095	9/5/2023	101022119	HR-HEALTH/DENTAL	Sept Ins	28.96	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	101022119	HR-HEALTH/DENTAL	Sept Ins	2,625.10		
VEN000534	Delta Dental	APP108105	9/5/2023	101022119	HR-HEALTH/DENTAL	Sept Ins	106.32	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	101022119	HR-HEALTH/DENTAL	4th quart EAP	10.68	75930	9/5/2023
	Subtotal for Human Resources						10,456.01		
	Subtotal for Fund 101 General						940,815.14		
Fund No. Fund Name									
111	Food and Beverage Tax								
	Grand Park								
VEN010811	BSN Sports LLC	APP108053	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Colts Camp Staff apparel	1,073.75		
VEN000260	Boldens Cleaning and Restoration	APP108055	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Ste A	250.00		
VEN000260	Boldens Cleaning and Restoration	APP108055	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Ste D	224.40		
VEN000260	Boldens Cleaning and Restoration	APP108055	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Locker Rooms	280.00		
VEN000260	Boldens Cleaning and Restoration	APP108055	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Ste J Conf Rooms Hallway	373.20		
VEN000260	Boldens Cleaning and Restoration	APP108055	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Soccer Admin Bldg	483.80		
VEN000260	Boldens Cleaning and Restoration	APP108055	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Ste C	285.00		
VEN000260	Boldens Cleaning and Restoration	APP108055	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Conf Rooms	577.80		
VEN006898	Supply Warehouse Inc	APP108057	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Janitorial supplies	1,259.65		
VEN006898	Supply Warehouse Inc	APP108058	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Janitorial Supplies	847.86		
VEN005709	Service Sanitation Inc	APP108059	9/5/2023	111015349	FOOD/BEV GP-CONSTRUCT	Parking lot restrooms	4,970.00		
VEN010310	Premier Commercial Services	APP108142	9/6/2023	111015349	FOOD/BEV GP-CONSTRUCT	GPEC cleaning	10,168.43		
VEN000051	Advanced Turf Solutions	APP108146	9/6/2023	111015349	FOOD/BEV GP-CONSTRUCT	Fertilizer	707.80		
	Subtotal for Grand Park						21,501.69		
	Subtotal for Fund 111 Food and Beverage Tax						21,501.69		
Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN001537	Payroll	APP107990	8/29/2023	201013111	MVH-SALARY	sal	10,839.23	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	201013120	MVH-FICA/MEDICARE	fica	635.56	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	201013120	MVH-FICA/MEDICARE	med	148.64	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	201013121	MVH-PERF	perf	1,539.17	500000923	8/30/2023

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Fund No.	Fund Name								
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN010036	VSP Insurance	APP108095	9/5/2023	201013119	MVH-HEALTH/DENTAL	Sept Ins	35.36	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	201013119	MVH-HEALTH/DENTAL	Sept Ins	4,558.99		
VEN000534	Delta Dental	APP108105	9/5/2023	201013119	MVH-HEALTH/DENTAL	Sept Ins	191.78	75931	9/5/2023
VEN002123	Westfield-Washington Schools	APP108240	9/6/2023	201013226	MVH-VEHICLE GAS/	Diesel	2,554.00		
VEN006426	DISA Inc	APP108241	9/6/2023	201013349	MVH-CONTRACTUAL SERV	Alcohol and drug testing	155.00		
VEN010877	Co Alliance Cooperative Inc	APP108243	9/6/2023	201013226	MVH-VEHICLE GAS/	Fuel	10,877.40		
	Subtotal for Public Works						31,535.13		
	Subtotal for Fund 201 Motor Vehicle Highway (MVH)						31,535.13		
Fund No.	Fund Name								
202	Local Road and Street (LRS)								
	Public Works								
VEN000921	Huston Electric	APP108080	9/5/2023	202013349	LRS-SERVICES	Hoover St	21,780.68		
	Subtotal for Public Works						21,780.68		
	Subtotal for Fund 202 Local Road and Street (LRS)						21,780.68		
Fund No.	Fund Name								
203	Fire Operating								
	Fire								
VEN001537	Payroll	APP107990	8/29/2023	203012111	FIRE-SALARY	sal	299,087.14	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	203012111	FIRE-SALARY	ltd	3,906.09	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	203012120	FIRE-FICA AND MEDICARE	fica	17,806.43	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	203012120	FIRE-FICA AND MEDICARE	med	4,164.43	500000923	8/30/2023
VEN001537	Payroll	APP107990	8/29/2023	203012121	FIRE-PERF	perf	52,412.99	500000923	8/30/2023
VEN002336	Citizens Westfield	APP107999	8/30/2023	203012342	FIRE-WATER/SEWER	Sta 82	238.61	75927	8/30/2023
VEN010036	VSP Insurance	APP108095	9/5/2023	203012119	FIRE-HEALTH/DENTAL	Sept Ins	1,122.08	75933	9/5/2023
VEN002020	United Healthcare	APP108101	9/5/2023	203012119	FIRE-HEALTH/DENTAL	Sept Ins	103,446.05		
VEN000534	Delta Dental	APP108105	9/5/2023	203012119	FIRE-HEALTH/DENTAL	Sept Ins	4,806.17	75931	9/5/2023
VEN009811	CuraLinc LLC	APP108107	9/5/2023	203012119	FIRE-HEALTH/DENTAL	4th quart EAP	517.98	75930	9/5/2023
VEN010280	Municipal Emergency Svcs	APP108160	9/6/2023	203012229	FIRE-UNIFORMS	boots	115.00		
VEN000065	Airgas Mid America	APP108161	9/6/2023	203012224	FIRE-OPERATING	oxygen	203.43		
VEN005584	The Accumed Group	APP108162	9/6/2023	203012349	FIRE-SERVICES	Billing Service Fee	3.92		
VEN010962	MedBill	APP108163	9/6/2023	203012349	FIRE-SERVICES	Ambulance Billing Service	8,605.16		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN005717	Background Investigation Bureau	APP108165	9/6/2023	203012349	FIRE-SERVICES	Background check	28.90		
VEN011421	Eagle Engraving	APP108166	9/6/2023	203012224	FIRE-OPERATING	retirement supplies	1,207.15		
VEN003734	Target Solutions Learning	APP108167	9/6/2023	203012350	FIRE-	vector scheduling	489.97		
VEN011262	GKA Services LLC	APP108168	9/6/2023	203012349	FIRE-SERVICES	station 84 design	7,200.00		
VEN007352	Gear Wash LLC	APP108169	9/6/2023	203012229	FIRE-UNIFORMS	uniforms	14,108.00		
VEN008989	Don Anderson	APP108170	9/6/2023	203012472	FIRE-EQUIP	reimburse bball goal-station	265.36		
VEN010280	Municipal Emergency Svcs	APP108171	9/6/2023	203012229	FIRE-UNIFORMS	alteration	18.00		
VEN000266	Bound Tree Medical	APP108172	9/6/2023	203012224	FIRE-OPERATING	EMS Supplies	1,205.09		
VEN000761	GearGrid Corp	APP108173	9/6/2023	203012472	FIRE-EQUIP	misc. equip	2,532.00		
VEN002088	Webb Effects	APP108174	9/6/2023	203012349	FIRE-SERVICES	graphics - TAC380	5,500.00		
VEN008257	Ferguson Facilities Supply	APP108175	9/6/2023	203012224	FIRE-OPERATING	laundry supplies	355.77		
VEN006285	Ceres Solutions Cooperative	APP108176	9/6/2023	203012226	FIRE-VEHICLE	fuel	1,647.40		
VEN006678	Amazon Capital Services	APP108177	9/6/2023	203012472	FIRE-EQUIP	Sta 81	329.32		
VEN006678	Amazon Capital Services	APP108178	9/6/2023	203012472	FIRE-EQUIP	Sta 81	1,049.67		
VEN009542	H and N Outdoor Services LLC	APP108179	9/6/2023	203012343	FIRE-BUILDING	Fire Stations	1,477.50		
VEN011420	ProTeam Wellness	APP108180	9/6/2023	203012119	FIRE-HEALTH/DENTAL	Wellness workshop	1,600.00		
VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	203012343	FIRE-BUILDING	PSB lobby	100.00		
VEN010877	Co Alliance Cooperative Inc	APP108243	9/6/2023	203012226	FIRE-VEHICLE	Fuel	1,821.08		
Subtotal for Fire							537,370.69		
Subtotal for Fund 203 Fire Operating							537,370.69		
Fund No. Fund Name									
204 Park Impact									
Public Works									
VEN005848	Mader Design LLC	APP108086	9/5/2023	204013349	PARK IMPACT-SERVICES	Newby Property	4,000.00		
VEN001364	Midwest Paving LLC	APP108147	9/5/2023	204013474	PW-PARK IMPACT	Midland Trail Gaps Project	37,285.02		
VEN005848	Mader Design LLC	APP108208	9/6/2023	204013349	PARK IMPACT-SERVICES	Newby	2,537.99		
Subtotal for Public Works							43,823.01		
Subtotal for Fund 204 Park Impact							43,823.01		

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Fund No. Fund Name									
206	Parks Programming/Events								
	Parks								
VEN010620	Kim Graham	APP108070	9/5/2023	206005347	PARKS PROGRAM-	Barktoberfest	300.00		
VEN003995	Prestige Performance II Inc	APP108071	9/5/2023	206005347	PARKS PROGRAM-	Orange bags	1,348.93		
VEN011422	Laura North	APP108076	9/5/2023	206005347	PARKS PROGRAM-	Yoga in Park	125.00		
VEN010621	Gregg Tinsley	APP108090	9/5/2023	206005347	PARKS PROGRAM-	Barktoberfest	300.00		
	Subtotal for Parks						2,073.93		
Subtotal for Fund 206 Parks Programming/Events							2,073.93		
Fund No. Fund Name									
239	Law Enforcement								
	Police								
VEN001225	Law Enforcement Training Board	APP108116	9/5/2023	239002334	LAW ENFORCE-	Waiver Fee-Olowinski &	100.00		
	Subtotal for Police						100.00		
Subtotal for Fund 239 Law Enforcement							100.00		
Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
	Public Works								
VEN005929	WSP USA Inc	APP108064	9/5/2023	264013349	ROAD IMPACT-SERVICES	161st & Spring Mill - RW	10,760.00		
VEN000103	American Structurepoint Inc	APP108073	9/5/2023	264013349	ROAD IMPACT-SERVICES	SR 32 PE Supplemental #1	36,386.31		
VEN002106	Westfield Investment Company LP	APP108206	9/6/2023	264013474	ROAD IMPACT-	Road Impact Reim Slim	253,997.00		
	Subtotal for Public Works						301,143.31		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							301,143.31		
Fund No. Fund Name									
269	Training Facility Center								
	Public Safety (Police and Fire)								
VEN002191	City of Noblesville Utilities	APP108158	9/6/2023	269014342	TRAINING FAC-	Training Facility sewer	22.89	75935	9/6/2023
VEN008965	First Class Cleaning Services Inc	APP108242	9/6/2023	269014343	TRAINING FAC-BUILDING	Training Facility	190.00		
	Subtotal for Public Safety (Police and Fire)						212.89		
Subtotal for Fund 269 Training Facility Center							212.89		

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Fund No.	Fund Name								
352	GO Bond 2022								
	Public Works								
VEN002038	USI Consultants Inc	APP108065	8/28/2023	352013474	GO BOND 2022 PW	181st & Wheeler Roundabout	11,320.00		
	Subtotal for Public Works						11,320.00		
	Subtotal for Fund 352 GO Bond 2022						11,320.00		
Fund No.	Fund Name								
640	Sports Campus Operating								
	Grand Park								
VEN001537	Payroll	APP107991	8/29/2023	640015111	SPORTS CAMPUS-SALARY	sal	32,570.60	100000252	8/29/2023
VEN001537	Payroll	APP107991	8/29/2023	640015120	SPORTS CAMPUS-	fica	1,990.03	100000252	8/29/2023
VEN001537	Payroll	APP107991	8/29/2023	640015120	SPORTS CAMPUS-	med	465.42	100000252	8/29/2023
VEN001537	Payroll	APP107991	8/29/2023	640015121	SPORTS CAMPUS-PERF	perf	3,432.66	100000252	8/29/2023
VEN006285	Ceres Solutions Cooperative	APP108060	9/5/2023	640015226	SPORTS CAMPUS-GAS	Fuel	838.90		
VEN011320	Heritage Landscape Supply Group	APP108062	9/5/2023	640015224	SPORTS CAMPUS-	Irrigation Paint	146.16		
VEN010036	VSP Insurance	APP108096	9/5/2023	640015119	SPORTS CAMPUS-	Sept Ins	65.68	4621	9/5/2023
VEN002020	United Healthcare	APP108099	9/5/2023	640015119	SPORTS CAMPUS-	Sept Ins	5,793.71		
VEN000534	Delta Dental	APP108102	9/5/2023	640015119	SPORTS CAMPUS-	Sept Ins	207.50	4620	9/5/2023
VEN009811	CuraLinc LLC	APP108106	9/5/2023	640015119	SPORTS CAMPUS-	4th quart EAP	58.74	4619	9/5/2023
VEN003729	Metronet	APP108137	9/6/2023	640015349	SPORTS CAMPUS-	Diam	59.61		
VEN003729	Metronet	APP108137	9/6/2023	640015349	SPORTS CAMPUS-	Field	59.61		
VEN006898	Supply Warehouse Inc	APP108138	9/6/2023	640015224	SPORTS CAMPUS-	Restroom supplies	401.94		
VEN000480	CSI Signs	APP108140	9/6/2023	640015228	SPORTS CAMPUS-	Weather Emergency Signs	390.00		
VEN010310	Premier Commercial Services	APP108141	9/6/2023	640015349	SPORTS CAMPUS-	August Janitorial	2,897.50		
VEN001778	Shelby Materials	APP108143	9/6/2023	640015224	SPORTS CAMPUS-	Stone for parking lots	752.76		
VEN001778	Shelby Materials	APP108143	9/6/2023	640015224	SPORTS CAMPUS-	Sand for topdressing	12,678.82		
VEN001778	Shelby Materials	APP108143	9/6/2023	640015224	SPORTS CAMPUS-	Sand for topdressing F1	2,126.83		
VEN010969	Waste Management	APP108164	9/6/2023	640015349	SPORTS CAMPUS-	Trash GP	1,157.18		
	Subtotal for Grand Park						66,093.65		
	Sport Campus Indoor Event Ctr								
VEN001537	Payroll	APP107991	8/29/2023	640023111	GP INDOOR-SALARY	sal	4,199.20	100000252	8/29/2023
VEN001537	Payroll	APP107991	8/29/2023	640023120	GP INDOOR-	fica	248.15	100000252	8/29/2023
VEN001537	Payroll	APP107991	8/29/2023	640023120	GP INDOOR-	med	58.03	100000252	8/29/2023
VEN001537	Payroll	APP107991	8/29/2023	640023121	GP INDOOR-PERF	perf	596.29	100000252	8/29/2023

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Fund No.	Fund Name								
640	Sports Campus Operating								
	Sport Campus Indoor Event Ctr								
VEN010811	BSN Sports LLC	APP108054	9/5/2023	640023229	GP INDOOR-UNIFORMS	Apparel	52.00		
VEN007684	Perfection Group Inc	APP108056	9/5/2023	640023343	GP INDOOR-BLDG MAINT	West AC repairs	385.00		
VEN010036	VSP Insurance	APP108096	9/5/2023	640023119	GP INDOOR-	Sept Ins	14.48	4621	9/5/2023
VEN002020	United Healthcare	APP108099	9/5/2023	640023119	GP INDOOR-	Sept Ins	1,863.10		
VEN000534	Delta Dental	APP108102	9/5/2023	640023119	GP INDOOR-	Sept Ins	85.46	4620	9/5/2023
VEN009811	CuraLinc LLC	APP108106	9/5/2023	640023119	GP INDOOR-	4th quart EAP	10.68	4619	9/5/2023
VEN006898	Supply Warehouse Inc	APP108138	9/6/2023	640023224	GP INDOOR-OPERATING	Restroom supplies	513.95		
VEN010310	Premier Commercial Services	APP108141	9/6/2023	640023349	GP INDOOR-SERVICES	August Janitorial	1,925.44		
VEN000402	Cintas	APP108144	9/6/2023	640023343	GP INDOOR-BLDG MAINT	Mats	232.93		
VEN006390	Ecolab Pest	APP108145	9/6/2023	640023343	GP INDOOR-BLDG MAINT	Pest control	540.89		
	Subtotal for Sport Campus Indoor Event Ctr						10,725.60		
	Subtotal for Fund 640 Sports Campus Operating						76,819.25		
Fund No.	Fund Name								
701	Payroll								
	Clerk Treasurer								
VEN007701	DiMartino Associates	APP107954	8/29/2023	701008930	PAYROLL-INS. DED	Sept Ins	3,906.09	18294	8/29/2023
VEN000703	Fire Fighters Credit Union	APP107961	8/29/2023	701008141	PAYROLL-UNION DUES	Union Dues WFD	98.00	18295	8/29/2023
VEN000703	Fire Fighters Credit Union	APP107962	8/29/2023	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,923.94	18296	8/29/2023
VEN000959	Indiana Dept Of Revenue	APP107963	8/29/2023	701008923	PAYROLL-STATE	State	23,653.45	700001512	8/29/2023
VEN000959	Indiana Dept Of Revenue	APP107963	8/29/2023	701008923	PAYROLL-STATE	COIT	10,512.97	700001512	8/29/2023
VEN000920	Huntington National Bank	APP107964	8/29/2023	701008131	PAYROLL-EMPLOYER'S	FICA	49,698.06	700001510	8/29/2023
VEN000920	Huntington National Bank	APP107964	8/29/2023	701008132	PAYROLL-EMPLOYER'S	Medicare	11,622.93	700001510	8/29/2023
VEN000920	Huntington National Bank	APP107964	8/29/2023	701008921	PAYROLL-FEDERAL	Federal	72,468.12	700001510	8/29/2023
VEN000920	Huntington National Bank	APP107964	8/29/2023	701008922	PAYROLL-EMPLOYEE FICA	FICA	49,698.06	700001510	8/29/2023
VEN000920	Huntington National Bank	APP107964	8/29/2023	701008922	PAYROLL-EMPLOYEE FICA	Medicare	11,622.95	700001510	8/29/2023
VEN000163	Aul Retirement	APP107965	8/29/2023	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	33,009.98	700001509	8/29/2023
VEN000948	IN Family and Social Services	APP107966	8/29/2023	701008140	PAYROLL-SUPPORT	Child Support	1,338.00	700001511	8/29/2023
VEN001390	MiSDU	APP107967	8/29/2023	701008140	PAYROLL-SUPPORT	Child Support	443.45	18298	8/29/2023
VEN004836	Nationwide Retirement Solutions	APP107968	8/29/2023	701008931	PAYROLL-401A MATCHING-	Contributions loan pmts	5,165.69	18299	8/29/2023
VEN001864	Supporting Heroes	APP107969	8/29/2023	701008991	PAYROLL-MISC	Supporting Heroes	59.28	18300	8/29/2023
VEN010216	John Hauber Trustee	APP107970	8/29/2023	701008142	PAYROLL-GARNISHMENT	Garnishment	277.00	18297	8/29/2023

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Fund No.	Fund Name								
701	Payroll								
	Clerk Treasurer								
VEN001537	Payroll	APP107993	8/29/2023	701008110	PAYROLL-NET SALARIES	net sal	582,972.92	700001513	8/29/2023
VEN002020	United Healthcare	APP108094	9/5/2023	701008930	PAYROLL-INS. DED	Sept Ins	18,073.98	700001514	9/5/2023
VEN010036	VSP Insurance	APP108098	9/5/2023	701008930	PAYROLL-INS. DED	Sept Ins	70.72	18302	9/5/2023
VEN000534	Delta Dental	APP108104	9/5/2023	701008930	PAYROLL-INS. DED	Sept Ins	5,176.44	18301	9/5/2023
VEN001550	PERF	APP108150	8/28/2023	701008133	PAYROLL-PERF	Civilian PERF	53,253.35	700001516	8/30/2023
VEN000008	77 Police and Fire Fund	APP108151	8/28/2023	701008133	PAYROLL-PERF	Non Civilian PERF	99,732.08	700001515	8/30/2023
	Subtotal for Clerk Treasurer						1,036,777.46		
	Subtotal for Fund 701 Payroll						1,036,777.46		
Fund No.	Fund Name								
806	UMR								
	Clerk Treasurer								
VEN002020	United Healthcare	APP108005	8/25/2023	806008119	UMR GROUP HEALTH	UMR Med Rx	59,350.03	806000097	8/25/2023
	Subtotal for Clerk Treasurer						59,350.03		
	Subtotal for Fund 806 UMR						59,350.03		
Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
VEN001537	Payroll	APP107992	8/29/2023	900016111	STORM-SALARY	sal	21,494.73	900000342	8/29/2023
VEN001537	Payroll	APP107992	8/29/2023	900016120	STORM-FICA/MEDICARE	fica	1,260.80	900000342	8/29/2023
VEN001537	Payroll	APP107992	8/29/2023	900016120	STORM-FICA/MEDICARE	med	294.88	900000342	8/29/2023
VEN001537	Payroll	APP107992	8/29/2023	900016121	STORM-PERF	PERF	2,989.90	900000342	8/29/2023
VEN010036	VSP Insurance	APP108097	9/5/2023	900016119	STORM-HEALTH/DENTAL	Sept Ins	101.36	43017	9/5/2023
VEN002020	United Healthcare	APP108100	9/5/2023	900016119	STORM-HEALTH/DENTAL	Sept Ins	11,506.91		
VEN000534	Delta Dental	APP108103	9/5/2023	900016119	STORM-HEALTH/DENTAL	Sept Ins	541.62	43016	9/5/2023
VEN002193	Christopher Burke	APP108185	9/6/2023	900016309	STORM-CONSULTING FEES	On Call Stormwater Services	1,675.00		
VEN011423	James Burkhard	APP108209	9/6/2023	900016370	STORMWATER-REFUND		8.90		
VEN011424	Dennis Thompson	APP108210	9/6/2023	900016370	STORMWATER-REFUND		8.01		
VEN011425	Anette Mayhew	APP108211	9/6/2023	900016370	STORMWATER-REFUND		7.86		
VEN011426	Janet Crook	APP108212	9/6/2023	900016370	STORMWATER-REFUND		7.42		
VEN011427	Courtney Lickliter	APP108213	9/6/2023	900016370	STORMWATER-REFUND		6.83		
VEN011427	Courtney Lickliter	APP108213	9/6/2023	900016370	STORMWATER-REFUND	OVERPAYMENT	54.66		

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Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
VEN011428	Frank Rohrer	APP108214	9/6/2023	900016370	STORMWATER-REFUND		7.86		
VEN011429	Devon McDonald	APP108215	9/6/2023	900016370	STORMWATER-REFUND		7.42		
VEN011430	Jennifer Cuzzort	APP108216	9/6/2023	900016370	STORMWATER-REFUND		7.42		
VEN011431	Ruth Sanders	APP108217	9/6/2023	900016370	STORMWATER-REFUND		8.46		
VEN009079	Mahvash Khosrowyar	APP108218	9/6/2023	900016370	STORMWATER-REFUND		12.69		
VEN011432	Abby E and June M Graham Custer	APP108219	9/6/2023	900016370	STORMWATER-REFUND		8.90		
VEN011432	Abby E and June M Graham Custer	APP108219	9/6/2023	900016370	STORMWATER-REFUND	OVERPAYMENT	95.40		
VEN011433	Justin Smyth	APP108220	9/6/2023	900016370	STORMWATER-REFUND		10.09		
VEN011434	Christopher Scott INC	APP108221	9/6/2023	900016370	STORMWATER-REFUND		7.86		
VEN011436	Matthew C and Kelly Eberflus	APP108222	9/6/2023	900016370	STORMWATER-REFUND		8.75		
VEN011437	Carlos Castaneda	APP108223	9/6/2023	900016370	STORMWATER-REFUND		12.02		
VEN011438	Jessica Melvin	APP108224	9/6/2023	900016370	STORMWATER-REFUND		8.90		
VEN011439	Heidi Gipson	APP108225	9/6/2023	900016370	STORMWATER-REFUND		8.75		
VEN011440	Kayla Shoemaker	APP108226	9/6/2023	900016370	STORMWATER-REFUND		11.57		
VEN011441	Amanda Heard	APP108227	9/6/2023	900016370	STORMWATER-REFUND		8.46		
VEN011442	Tim McBarnes	APP108228	9/6/2023	900016370	STORMWATER-REFUND		6.83		
VEN011443	Scott Poisel	APP108229	9/6/2023	900016370	STORMWATER-REFUND		7.57		
VEN011444	Taylor Marge	APP108230	9/6/2023	900016370	STORMWATER-REFUND		8.90		
VEN011445	Alex Tulkop	APP108231	9/6/2023	900016370	STORMWATER-REFUND		8.01		
VEN011446	Josh Avooske	APP108232	9/6/2023	900016370	STORMWATER-REFUND		7.42		
VEN011447	Varun Gulati	APP108233	9/6/2023	900016370	STORMWATER-REFUND		7.42		
VEN011448	Jarret Silagyi	APP108234	9/6/2023	900016370	STORMWATER-REFUND		10.98		
VEN011449	Elizabeth Hagerman	APP108235	9/6/2023	900016370	STORMWATER-REFUND		8.60		
VEN011450	Christopher Fanti	APP108236	9/6/2023	900016370	STORMWATER-REFUND		8.60		
VEN011450	Christopher Fanti	APP108236	9/6/2023	900016370	STORMWATER-REFUND	overpayment	49.36		
VEN011451	Estate of Jon F Bayh	APP108237	9/6/2023	900016370	STORMWATER-REFUND		7.57		
VEN005891	Investors Capital LLC	APP108238	9/6/2023	900016370	STORMWATER-REFUND		6.83		
VEN011453	Michael Luedke	APP108239	9/6/2023	900016370	STORMWATER-REFUND		7.86		
VEN003987	Indiana Reclamation and Excavating	APP108255	9/7/2023	900016433	STORM-INFRASTRUCTURE	Abbotsford	643.00		
VEN003987	Indiana Reclamation and Excavating	APP108255	9/7/2023	900016433	STORM-INFRASTRUCTURE	Boca Grande	1,153.38		
VEN003987	Indiana Reclamation and Excavating	APP108255	9/7/2023	900016433	STORM-INFRASTRUCTURE	Dartown Rd	3,721.32		
VEN003987	Indiana Reclamation and Excavating	APP108255	9/7/2023	900016433	STORM-INFRASTRUCTURE	266th St	1,098.00		

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Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
	VEN010277 Resolution Group	APP108256	9/7/2023	900016349	STORM-SERVICE	On Call	2,156.22		
	Subtotal for Stormwater						49,101.30		
	Subtotal for Fund 900 Stormwater						49,101.30		
Fund No.	Fund Name								
950	Trash								
	Trash								
	VEN011423 James Burkhard	APP108209	9/6/2023	950017370	TRASH-REFUND		1.96		
	VEN011423 James Burkhard	APP108209	9/6/2023	950017370	TRASH-REFUND		24.79		
	VEN011424 Dennis Thompson	APP108210	9/6/2023	950017370	TRASH-REFUND		1.76		
	VEN011424 Dennis Thompson	APP108210	9/6/2023	950017370	TRASH-REFUND		22.31		
	VEN011425 Anette Mayhew	APP108211	9/6/2023	950017370	TRASH-REFUND		1.73		
	VEN011425 Anette Mayhew	APP108211	9/6/2023	950017370	TRASH-REFUND		21.90		
	VEN011426 Janet Crook	APP108212	9/6/2023	950017370	TRASH-REFUND		1.63		
	VEN011426 Janet Crook	APP108212	9/6/2023	950017370	TRASH-REFUND		20.66		
	VEN011427 Courtney Lickliter	APP108213	9/6/2023	950017370	TRASH-REFUND		1.50		
	VEN011427 Courtney Lickliter	APP108213	9/6/2023	950017370	TRASH-REFUND		19.01		
	VEN011428 Frank Rohrer	APP108214	9/6/2023	950017370	TRASH-REFUND		1.73		
	VEN011428 Frank Rohrer	APP108214	9/6/2023	950017370	TRASH-REFUND		21.90		
	VEN011429 Devon McDonald	APP108215	9/6/2023	950017370	TRASH-REFUND		1.63		
	VEN011429 Devon McDonald	APP108215	9/6/2023	950017370	TRASH-REFUND		20.66		
	VEN011430 Jennifer Cuzzort	APP108216	9/6/2023	950017370	TRASH-REFUND		1.63		
	VEN011430 Jennifer Cuzzort	APP108216	9/6/2023	950017370	TRASH-REFUND		20.66		
	VEN011431 Ruth Sanders	APP108217	9/6/2023	950017370	TRASH-REFUND		1.86		
	VEN011431 Ruth Sanders	APP108217	9/6/2023	950017370	TRASH-REFUND		23.55		
	VEN009079 Mahvash Khosrowyar	APP108218	9/6/2023	950017370	TRASH-REFUND		0.00		
	VEN009079 Mahvash Khosrowyar	APP108218	9/6/2023	950017370	TRASH-REFUND		0.00		
	VEN011432 Abby E and June M Graham Custer	APP108219	9/6/2023	950017370	TRASH-REFUND		1.96		
	VEN011432 Abby E and June M Graham Custer	APP108219	9/6/2023	950017370	TRASH-REFUND		24.79		
	VEN011433 Justin Smyth	APP108220	9/6/2023	950017370	TRASH-REFUND		2.22		
	VEN011433 Justin Smyth	APP108220	9/6/2023	950017370	TRASH-REFUND		28.09		
	VEN011434 Christopher Scott INC	APP108221	9/6/2023	950017370	TRASH-REFUND		1.73		

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Fund No.	Fund Name								
950	Trash								
	Trash								
VEN011434	Christopher Scott INC	APP108221	9/6/2023	950017370	TRASH-REFUND		21.90		
VEN011436	Matthew C and Kelly Eberflus	APP108222	9/6/2023	950017370	TRASH-REFUND		1.92		
VEN011436	Matthew C and Kelly Eberflus	APP108222	9/6/2023	950017370	TRASH-REFUND		24.38		
VEN011437	Carlos Castaneda	APP108223	9/6/2023	950017370	TRASH-REFUND		2.64		
VEN011437	Carlos Castaneda	APP108223	9/6/2023	950017370	TRASH-REFUND		33.46		
VEN011438	Jessica Melvin	APP108224	9/6/2023	950017370	TRASH-REFUND		1.96		
VEN011438	Jessica Melvin	APP108224	9/6/2023	950017370	TRASH-REFUND		24.79		
VEN011439	Heidi Gipson	APP108225	9/6/2023	950017370	TRASH-REFUND		1.92		
VEN011439	Heidi Gipson	APP108225	9/6/2023	950017370	TRASH-REFUND		24.38		
VEN011440	Kayla Shoemaker	APP108226	9/6/2023	950017370	TRASH-REFUND		2.54		
VEN011440	Kayla Shoemaker	APP108226	9/6/2023	950017370	TRASH-REFUND		32.22		
VEN011441	Amanda Heard	APP108227	9/6/2023	950017370	TRASH-REFUND		1.86		
VEN011441	Amanda Heard	APP108227	9/6/2023	950017370	TRASH-REFUND		23.55		
VEN011442	Tim McBarnes	APP108228	9/6/2023	950017370	TRASH-REFUND		1.50		
VEN011442	Tim McBarnes	APP108228	9/6/2023	950017370	TRASH-REFUND		19.01		
VEN011443	Scott Poisel	APP108229	9/6/2023	950017370	TRASH-REFUND		1.66		
VEN011443	Scott Poisel	APP108229	9/6/2023	950017370	TRASH-REFUND		21.07		
VEN011444	Taylor Marge	APP108230	9/6/2023	950017370	TRASH-REFUND		1.96		
VEN011444	Taylor Marge	APP108230	9/6/2023	950017370	TRASH-REFUND		24.79		
VEN011445	Alex Tulkop	APP108231	9/6/2023	950017370	TRASH-REFUND		1.76		
VEN011445	Alex Tulkop	APP108231	9/6/2023	950017370	TRASH-REFUND		22.31		
VEN011446	Josh Avooske	APP108232	9/6/2023	950017370	TRASH-REFUND		1.63		
VEN011446	Josh Avooske	APP108232	9/6/2023	950017370	TRASH-REFUND		20.66		
VEN011447	Varun Gulati	APP108233	9/6/2023	950017370	TRASH-REFUND		1.63		
VEN011447	Varun Gulati	APP108233	9/6/2023	950017370	TRASH-REFUND		20.66		
VEN011448	Jarret Silagyi	APP108234	9/6/2023	950017370	TRASH-REFUND		2.41		
VEN011448	Jarret Silagyi	APP108234	9/6/2023	950017370	TRASH-REFUND		30.57		
VEN011449	Elizabeth Hagerman	APP108235	9/6/2023	950017370	TRASH-REFUND		1.89		
VEN011449	Elizabeth Hagerman	APP108235	9/6/2023	950017370	TRASH-REFUND		23.96		
VEN011450	Christopher Fanti	APP108236	9/6/2023	950017370	TRASH-REFUND		1.89		
VEN011450	Christopher Fanti	APP108236	9/6/2023	950017370	TRASH-REFUND		36.96		

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Fund No.	Fund Name										
950	Trash										
	Trash										
	VEN011451	Estate of Jon F Bayh	APP108237	9/6/2023	950017370	TRASH-REFUND			1.66		
	VEN011451	Estate of Jon F Bayh	APP108237	9/6/2023	950017370	TRASH-REFUND			21.07		
	VEN005891	Investors Capital LLC	APP108238	9/6/2023	950017370	TRASH-REFUND			1.50		
	VEN005891	Investors Capital LLC	APP108238	9/6/2023	950017370	TRASH-REFUND			19.01		
	VEN011453	Michael Luedke	APP108239	9/6/2023	950017370	TRASH-REFUND			1.73		
	VEN011453	Michael Luedke	APP108239	9/6/2023	950017370	TRASH-REFUND			21.90		
	Subtotal for Trash								770.37		
Subtotal for Fund 950 Trash									770.37		
Posted Invoices Total									3,134,494.88		
Credit Memos											
	Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount			
Fund No.	Fund Name										
900	Stormwater										
	Stormwater										
	VEN011214	Bob Richardson	ACP002641	8/31/2023	900016370	StormWater-Refund	Storm-Refund	4.50			
	Subtotal for								4.50		
Subtotal by Fund 900 Stormwater									4.50		
Fund No.	Fund Name										
950	Trash										
	Trash										
	VEN011214	Bob Richardson	ACP002641	8/31/2023	950017370	Trash-Refund	Trash-Refund	0.99			
	VEN011214	Bob Richardson	ACP002641	8/31/2023	950017370	Trash-Refund	Trash-Refund	12.53			
	Subtotal for								13.52		
Subtotal by Fund 950 Trash									13.52		
Credit Memo Total									18.02		

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Fund No.	Fund Name									
101	General									
	Administration									
	861088458	BIG HOFFAS SMOKEHOUSE BAR	GJPCARD0097510	9/7/2023	101001347	Adm-Promotions	LUNCH MEETING -	30.71		
	VEN000247	BLUE SKY CASINO HQ	GJPCARD0097511	9/7/2023	101001334	Adm-	AIM CONFERENCE -	369.97		
	VEN000944	IN ASSN CITIES & TOWNS	GJPCARD0097763	9/7/2023	101001334	Adm-	AIM CONFERENCE -	345.00		
	Subtotal for Administration							745.68		
	Police									
	465339406	BORSHA INC LLC	GJPCARD0097443	9/7/2023	101002347	Police-Promotions	BREAKFAST AND RIDE	63.84		
	202936165	AMAZON.COM, INC.	GJPCARD0097446	9/7/2023	101002224	Police-Operating Supplies	HAND WIPES FOR	49.16		
	030534807	BOLDENS CARPET UPHOLSTR	GJPCARD0097452	9/7/2023	101002343	Police-Building Maintenance	SPLIT - POLICE -	895.00		
	VEN001922	THE HOME DEPOT	GJPCARD0097466	9/7/2023	101002224	Police-Operating Supplies	BOXES FOR PROPERTY	21.36		
	470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0097468	9/7/2023	101002360	Police-Vehicle Repair	VEHICLE BATTERIES	793.95		
	470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0097472	9/7/2023	101002360	Police-Vehicle Repair	VEHICLE HEADLIGHT	195.48		
	470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0097474	9/7/2023	101002360	Police-Vehicle Repair	VEHICLE BATTERIES	189.99		
	770510487	PAYPAL	GJPCARD0097476	9/7/2023	101002334	Police-	MIDWEST CRISIS	390.00		
	650612863	NASRO	GJPCARD0097483	9/7/2023	101002350	Police-Subscriptions/Dues	MEMBERSHIP-TRIBBETT	40.00		
	811361842	VIKTOS LLC	GJPCARD0097498	9/7/2023	101002229	Police-Uniforms	PANTS POLO-JORDAN	179.18		
	522261790	THOMSON REUTERS U.S. LLC	GJPCARD0097521	9/7/2023	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	758.54		
	770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0097529	9/7/2023	101002343	Police-Building Maintenance	SPLIT - POLICE - FIRE	213.97		
	384061754	ARLO TECHNOLOGIES, INC.	GJPCARD0097550	9/7/2023	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	61.95		
	200211839	HAIX NORTH AMERICA INC	GJPCARD0097554	9/7/2023	101002229	Police-Uniforms	UNIFORM BOOTS-	513.95		
	VEN000946	IN BMV VEHICLE SER	GJPCARD0097556	9/7/2023	101002349	Police-Services	VEHICLE	15.00		
	834135196	JOELLAS MASON OH LLC	GJPCARD0097567	9/7/2023	101002334	Police-	MEALS DURING	16.56		
	470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0097568	9/7/2023	101002360	Police-Vehicle Repair	VEHICLE BATTERIES	209.99		
	133021248	HARD ROCK CAFE INTERNATI	GJPCARD0097574	9/7/2023	101002334	Police-	MEALS DURING	41.34		
	874180750	CHARWEST LLC	GJPCARD0097580	9/7/2023	101002347	Police-Promotions	BRETT BAYS	566.93		
	VEN002022	UNITED STATES POSTAL SERV	GJPCARD0097581	9/7/2023	101002333	Police-Postage	CERTIFIED TO BMV	13.70		
	851245551	BRAVO BRIO RESTAURANTS L	GJPCARD0097587	9/7/2023	101002334	Police-	MEALS DURING	35.80		
	823258143	CLARKSVILLE FW LLC	GJPCARD0097588	9/7/2023	101002334	Police-	MEALS DURING	28.02		
	VEN001983	Tractor Supply Company	GJPCARD0097591	9/7/2023	101002355	Police-K-9 Maint	DOG FOOD	119.98		
	300256186	TOP GOLF USA INC.	GJPCARD0097597	9/7/2023	101002347	Police-Promotions	EVENT FOR	466.50		
	650612863	NASRO	GJPCARD0097603	9/7/2023	101002350	Police-Subscriptions/Dues	MEMBERSHIP-BONDS	40.00		
	VEN002997	Celebration Central	GJPCARD0097607	9/7/2023	101002334	Police-	REFUND	-221.48		
	VEN004289	HOMEWOOD SUITES	GJPCARD0097608	9/7/2023	101002334	Police-	HOTEL DURING	110.74		

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Fund No. Fund Name									
101	General								
	Police								
VEN004289	HOMEWOOD SUITES	GJPCARD0097610	9/7/2023	101002334	Police-	HOTEL DURING	221.48		
911325671	STARBUCKS CORPORATION	GJPCARD0097620	9/7/2023	101002334	Police-	MEALS DURING	5.08		
882157739	PAR PAYMENT SERVICES, LLC	GJPCARD0097622	9/7/2023	101002334	Police-	MEALS DURING	23.25		
882157739	PAR PAYMENT SERVICES, LLC	GJPCARD0097624	9/7/2023	101002334	Police-	MEALS DURING	16.05		
VEN004289	HOMEWOOD SUITES	GJPCARD0097625	9/7/2023	101002334	Police-	HOTEL DURING	110.74		
911325671	STARBUCKS CORPORATION	GJPCARD0097628	9/7/2023	101002334	Police-	MEALS DURING	7.92		
VEN000946	IN BMV VEHICLE SER	GJPCARD0097656	9/7/2023	101002350	Police-Subscriptions/Dues	VEHICLE	15.00		
VEN001877	T and T Sales promotions	GJPCARD0097663	9/7/2023	101002229	Police-Uniforms	ESU CLOTHING ITEMS	694.00		
VEN001883	Target Corporation	GJPCARD0097665	9/7/2023	101002334	Police-	MEALS DURING	47.48		
VEN001930	THE MENS WEARHOUSE INC	GJPCARD0097676	9/7/2023	101002229	Police-Uniforms	DETECTIVE CLOTHING-	-684.76		
VEN001930	THE MENS WEARHOUSE INC	GJPCARD0097689	9/7/2023	101002229	Police-Uniforms	DETECTIVE CLOTHING-	639.96		
VEN001930	THE MENS WEARHOUSE INC	GJPCARD0097693	9/7/2023	101002229	Police-Uniforms	DETECTIVE CLOTHING-	684.76		
261870977	COLUMBIA SPORTSWEAR	GJPCARD0097708	9/7/2023	101002229	Police-Uniforms	DETECTIVE CLOTHING-	90.95		
823026173	SKYTHE, INC.	GJPCARD0097718	9/7/2023	101002229	Police-Uniforms	DETECTIVE CLOTHING-	201.16		
431685651	GRACELAND COLLEGE CENTER	GJPCARD0097720	9/7/2023	101002334	Police-	UNLIMITED ACCESS-	349.00		
822014966	PARCEL A DEVELOPMENT VENT	GJPCARD0097722	9/7/2023	101002334	Police-	REFUND FOR TAXES	-45.58		
VEN000478	Crown Trophy	GJPCARD0097723	9/7/2023	101002347	Police-Promotions	RECOGNITION PLAQUE	85.00		
431685651	GRACELAND COLLEGE CENTER	GJPCARD0097737	9/7/2023	101002334	Police-	UNLIMITED ACCESS-	349.00		
431685651	GRACELAND COLLEGE CENTER	GJPCARD0097740	9/7/2023	101002334	Police-	UNLIMITED ACCESS-	349.00		
431685651	GRACELAND COLLEGE CENTER	GJPCARD0097752	9/7/2023	101002334	Police-	ALL-ACCESS EDITION-K.	349.00		
581498312	RARE HOSPITALTY INTL INC	GJPCARD0097789	9/7/2023	101002347	Police-Promotions	TRAVEL TO GET	28.62		
883442509	PAPER ROLL PRODUCTS	GJPCARD0097791	9/7/2023	101002337	Police-Printing	IN-CAR PRINTER PAPER	499.50		
822014966	PARCEL A DEVELOPMENT VENT	GJPCARD0097806	9/7/2023	101002334	Police-	TAXES	45.58		
450677799	ENCOMPASS SUPPLY CHAIN SO	GJPCARD0097815	9/7/2023	101002343	Police-Building Maintenance	WPD - REFRIGERATOR	87.64		
020809769	HULU, LLC	GJPCARD0097821	9/7/2023	101002349	Police-Services	MONTHLY STATEMENT	92.98		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0097839	9/7/2023	101002224	Police-Operating Supplies	DUCK TAPE FOR	59.02		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0097842	9/7/2023	101002333	Police-Postage	CERTIFIED TO BMV	13.70		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0097847	9/7/2023	101002347	Police-Promotions	CANDY FOR SCHOOL	56.35		
VEN001983	Tractor Supply Company	GJPCARD0097848	9/7/2023	101002224	Police-Operating Supplies	LP TANK FILL	8.92		
Subtotal for Police							10,210.25		
Economic and Community Development									
VEN000670	EXPEDIA, INC.	GJPCARD0097503	9/7/2023	101003334	ECD-	CODEENFCONF#77402	33.64		

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Fund No. Fund Name									
101	General								
Economic and Community Development									
VEN000533	DELTA AIRLINES INC	GJPCARD0097505	9/7/2023	101003223	ECD-Office Supplies	CODEENFCONF#HLVIW5	461.40		
202936165	AMAZON.COM, INC.	GJPCARD0097522	9/7/2023	101003223	ECD-Office Supplies	AMAZON#114-4151821-	33.93		
011111111	SHOIFY PAYMENTS (USA) IN	GJPCARD0097611	9/7/2023	101003347	ECD-Promotions	WOODENIVY#28856_50.0	50.00		
453073013	EZCATER, INC	GJPCARD0097629	9/7/2023	101003347	ECD-Promotions	MARCOS#GUP-	164.90		
VEN007922	Kroger Limited Partnership	GJPCARD0097632	9/7/2023	101003347	ECD-Promotions	KROGER#052229_27.47_	27.47		
473081544	RED HAB INC	GJPCARD0097654	9/7/2023	101003347	ECD-Promotions	RH#00299165_96.26	96.26		
202936165	AMAZON.COM, INC.	GJPCARD0097672	9/7/2023	101003223	ECD-Office Supplies	AMAZON#2793058_61.85	61.85		
202936165	AMAZON.COM, INC.	GJPCARD0097719	9/7/2023	101003223	ECD-Office Supplies	AMAZON#7033040_14.57	14.57		
202936165	AMAZON.COM, INC.	GJPCARD0097731	9/7/2023	101003223	ECD-Office Supplies	AMAZON#1903410_27.06	27.06		
202936165	AMAZON.COM, INC.	GJPCARD0097732	9/7/2023	101003223	ECD-Office Supplies	AMAZON#4010664_12.29	12.29		
202936165	AMAZON.COM, INC.	GJPCARD0097778	9/7/2023	101003223	ECD-Office Supplies	AMAZON#1214649_119.3	119.36		
VEN002097	Westfield Chamber Of Commerce	GJPCARD0097788	9/7/2023	101003347	ECD-Promotions	WCC#WCC-YP-	350.00		
Subtotal for Economic and Community Development							1,452.73		
Parks									
VEN002097	Westfield Chamber Of Commerce	GJPCARD0097445	9/7/2023	101005347	Parks-Promotion	TASTE AND SHOWCASE	300.00		
VEN010941	Aadvanced Limousines	GJPCARD0097504	9/7/2023	101005347	Parks-Promotion	TROLLEY FOR EVENTS	900.00		
273014686	MUNICO CORP	GJPCARD0097545	9/7/2023	101005472	Parks-Equipment	NO PARKING	1,510.20		
820544687	AMAZON.COM, INC.	GJPCARD0097569	9/7/2023	101005223	Parks-Office Supplies	REFUND	-33.09		
770510487	PAYPAL	GJPCARD0097570	9/7/2023	101005349	Parks-Services	ADVERTISING	265.00		
VEN006490	Towne Post Network Inc	GJPCARD0097572	9/7/2023	101005349	Parks-Services	ADVERTISING	650.00		
820544687	AMAZON.COM, INC.	GJPCARD0097573	9/7/2023	101005223	Parks-Office Supplies	REFUND	-16.24		
770510487	PAYPAL	GJPCARD0097575	9/7/2023	101005349	Parks-Services	ADVERTISING	115.00		
820544687	AMAZON.COM, INC.	GJPCARD0097651	9/7/2023	101005223	Parks-Office Supplies	OFFICE SUPPLIES FOR	60.36		
820544687	AMAZON.COM, INC.	GJPCARD0097658	9/7/2023	101005347	Parks-Promotion	ICE RIBBON SUPPLIES	20.33		
202936165	AMAZON.COM, INC.	GJPCARD0097664	9/7/2023	101005347	Parks-Promotion	ICE RIBBON SUPPLIES	218.76		
202936165	AMAZON.COM, INC.	GJPCARD0097704	9/7/2023	101005347	Parks-Promotion	WINDOW COVERINGS	285.02		
202936165	AMAZON.COM, INC.	GJPCARD0097709	9/7/2023	101005472	Parks-Equipment	EVENT RADIOS	1,549.93		
274444984	FACEBOOK	GJPCARD0097845	9/7/2023	101005349	Parks-Services	FACEBOOK ADS FOR	124.43		
Subtotal for Parks							5,949.70		
Economic Dev									
464832840	J.G HOLDINGS LLC	GJPCARD0097803	9/7/2023	101006334	Economic Dev-Travel/Training	OVERVIEW THE CITY'S	7.83		

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Fund No.	Fund Name								
101	General								
	Economic Dev								
	770510487 PAYPAL	GJPCARD0097814	9/7/2023	101006334	Economic Dev-Travel/Training	JAPAN AMERICA	750.00		
	Subtotal for Economic Dev						757.83		
	Informatics								
	202936165 AMAZON.COM, INC.	GJPCARD0097449	9/7/2023	101007451	IT-Computer/Equip	FIREWALL SFP	250.07		
	301074923 FS COM INC	GJPCARD0097458	9/7/2023	101007451	IT-Computer/Equip	GP FIREWALL SFPS.	233.26		
	861088458 BIG HOFFAS SMOKEHOUSE BAR	GJPCARD0097463	9/7/2023	101007347	IT-Promotion	NEXT GEN E911	87.80		
	863357429 BRIDGESTONE RESTAURANT GR	GJPCARD0097464	9/7/2023	101007347	IT-Promotion	GP FIREWALL SETUP.	58.53		
	202936165 AMAZON.COM, INC.	GJPCARD0097475	9/7/2023	101007451	IT-Computer/Equip	FOX59 CAMERA (TO BE	260.06		
	870361597 SENSAPHONE	GJPCARD0097487	9/7/2023	101007389	IT-Software Licensing	ANNUAL PANIC SYSTEM	250.20		
	VEN001337 Menards	GJPCARD0097489	9/7/2023	101007451	IT-Computer/Equip	MICROTIK ANTENNA	41.22		
	820544687 AMAZON.COM, INC.	GJPCARD0097492	9/7/2023	101007451	IT-Computer/Equip	3X IPAD CASES	208.94		
	205263105 MESSER STUDIOS LLC	GJPCARD0097495	9/7/2023	101007334	IT-Travel/Training/Seminars	A+ CERTIFICATION	100.00		
	VEN001337 Menards	GJPCARD0097499	9/7/2023	101007451	IT-Computer/Equip	MICROTIK ANTENNA	19.02		
	VEN001337 Menards	GJPCARD0097533	9/7/2023	101007224	IT-Operating Supplies	FOX59 WEATHER	98.68		
	202936165 AMAZON.COM, INC.	GJPCARD0097534	9/7/2023	101007451	IT-Computer/Equip	PW MEDIA RACK	1,037.77		
	202936165 AMAZON.COM, INC.	GJPCARD0097535	9/7/2023	101007451	IT-Computer/Equip	NEW81 RADIO RACK	213.29		
	VEN000679 FAHD AMOCO INC	GJPCARD0097536	9/7/2023	101007347	IT-Promotion	WATER AND DRINKS	12.55		
	VEN003233 CBI MALWAREBYTES CORP	GJPCARD0097549	9/7/2023	101007389	IT-Software Licensing	SALES TAX REFUNDED	-105.00		
	VEN001337 Menards	GJPCARD0097557	9/7/2023	101007451	IT-Computer/Equip	CART TIRES	91.96		
	202936165 AMAZON.COM, INC.	GJPCARD0097560	9/7/2023	101007451	IT-Computer/Equip	MIKROTIK P2P SIMON	322.49		
	843871927 LOS AGAVE	GJPCARD0097583	9/7/2023	101007347	IT-Promotion	TRAINING CAMP	70.85		
	202936165 AMAZON.COM, INC.	GJPCARD0097592	9/7/2023	101007451	IT-Computer/Equip	FOX59 WEATHER	41.36		
	202936165 AMAZON.COM, INC.	GJPCARD0097595	9/7/2023	101007451	IT-Computer/Equip	FOX59 WEATHER	503.98		
	820544687 AMAZON.COM, INC.	GJPCARD0097605	9/7/2023	101007451	IT-Computer/Equip	NEW81 RACK BLANKS	483.36		
	VEN002175 ZoHo Corporation	GJPCARD0097617	9/7/2023	101007389	IT-Software Licensing	AD SELF SERVICE PLUS	1,195.00		
	202936165 AMAZON.COM, INC.	GJPCARD0097618	9/7/2023	101007451	IT-Computer/Equip	NEW81 5412 POWER	59.72		
	202936165 AMAZON.COM, INC.	GJPCARD0097639	9/7/2023	101007451	IT-Computer/Equip	1 OTTERBOX	22.95		
	202936165 AMAZON.COM, INC.	GJPCARD0097640	9/7/2023	101007451	IT-Computer/Equip	NEW81 IDF NETWORK	523.98		
	VEN001337 Menards	GJPCARD0097641	9/7/2023	101007223	IT-Office Supplies	NEW81 DATA ROOM	128.48		
	202936165 AMAZON.COM, INC.	GJPCARD0097643	9/7/2023	101007451	IT-Computer/Equip	NEW81 RIGHT ANGLE	63.96		
	611648780 ZOOM VIDEO COMMUNICATIONS	GJPCARD0097644	9/7/2023	101007389	IT-Software Licensing	CITY BACKUP	140.00		

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Fund No.	Fund Name									
101	General									
	Informatics									
	VEN000388	CHIPOTLE MEXICAN GRILL	GJPCARD0097645	9/7/2023	101007347	IT-Promotion	ZAYO -TEAMS	62.40		
	770510487	PAYPAL	GJPCARD0097660	9/7/2023	101007389	IT-Software Licensing	MAF TEAMS CONTRACT	3,567.95		
	202936165	AMAZON.COM, INC.	GJPCARD0097661	9/7/2023	101007451	IT-Computer/Equip	NEW81 IDF BATTERY	1,581.96		
	853506759	TOIT TRAINING, LLC	GJPCARD0097662	9/7/2023	101007334	IT-Travel/Training/Seminars	2 YEARS OF TOIT	4,500.00		
	202936165	AMAZON.COM, INC.	GJPCARD0097668	9/7/2023	101007451	IT-Computer/Equip	NEW81 MM FIBER	53.98		
	202936165	AMAZON.COM, INC.	GJPCARD0097670	9/7/2023	101007451	IT-Computer/Equip	NEW81 IDF POWER	135.04		
	873718653	LASTPASS US LP	GJPCARD0097679	9/7/2023	101007389	IT-Software Licensing	ANNUAL PASSWORD	756.00		
	202936165	AMAZON.COM, INC.	GJPCARD0097685	9/7/2023	101007451	IT-Computer/Equip	TEST ANDROID TABLET	54.99		
	843871927	LOS AGAVE	GJPCARD0097694	9/7/2023	101007347	IT-Promotion	CAMP TEARDOWN	90.03		
	811335285	WASABI TECHNOLOGIES	GJPCARD0097706	9/7/2023	101007349	IT-Services	MONTHLY HOT	10.97		
	860850417	GODADDY.COM LLC	GJPCARD0097712	9/7/2023	101007389	IT-Software Licensing	YOUTHASSISTANCE.OR	155.64		
	824851425	ADEMCO, INC.	GJPCARD0097724	9/7/2023	101007472	IT-Equipment	ST. 83 BAY CAMERAS	741.96		
	202936165	AMAZON.COM, INC.	GJPCARD0097727	9/7/2023	101007223	IT-Office Supplies	COFFEE CUPS FOR	38.80		
	202936165	AMAZON.COM, INC.	GJPCARD0097730	9/7/2023	101007451	IT-Computer/Equip	ASA BALES BATTERY	725.00		
	863269739	ALDER SOL HOLDINGS LLC	GJPCARD0097734	9/7/2023	101007451	IT-Computer/Equip	NEW81 SERVER POWER	588.94		
	202936165	AMAZON.COM, INC.	GJPCARD0097744	9/7/2023	101007451	IT-Computer/Equip	1 MINI DISPLAYPORT TO	8.95		
	202936165	AMAZON.COM, INC.	GJPCARD0097745	9/7/2023	101007451	IT-Computer/Equip	PW BREAKROOM UPS	879.99		
	202936165	AMAZON.COM, INC.	GJPCARD0097748	9/7/2023	101007451	IT-Computer/Equip	1 PHONE CASE FOR	15.99		
	202936165	AMAZON.COM, INC.	GJPCARD0097754	9/7/2023	101007451	IT-Computer/Equip	NEW81 RACK PDUS	505.26		
	820544687	AMAZON.COM, INC.	GJPCARD0097758	9/7/2023	101007451	IT-Computer/Equip	ASA BALES	95.50		
	820544687	AMAZON.COM, INC.	GJPCARD0097764	9/7/2023	101007451	IT-Computer/Equip	1 ASUS PORTABLE USB	246.95		
	453481385	GO DADDY OPERATING COMPAN	GJPCARD0097765	9/7/2023	101007389	IT-Software Licensing	HCTCIN.ORG DOMAIN	99.48		
	202936165	AMAZON.COM, INC.	GJPCARD0097781	9/7/2023	101007451	IT-Computer/Equip	COLTS CITY AP RETURN	-965.00		
	202936165	AMAZON.COM, INC.	GJPCARD0097787	9/7/2023	101007451	IT-Computer/Equip	1 OTTERBOX GALAXY	22.90		
	202936165	AMAZON.COM, INC.	GJPCARD0097792	9/7/2023	101007451	IT-Computer/Equip	COLTS PAD FOX59	251.99		
	363799040	WILLOW CREEK ASSOCIATION	GJPCARD0097796	9/7/2023	101007334	IT-Travel/Training/Seminars	LEADERSHIP SEMINAR	229.00		
	202936165	AMAZON.COM, INC.	GJPCARD0097798	9/7/2023	101007451	IT-Computer/Equip	DEFECTIVE POE	-199.99		
	453481385	GO DADDY OPERATING COMPAN	GJPCARD0097802	9/7/2023	101007389	IT-Software Licensing	WEBSITE SECURITY FEE	14.97		
	820544687	AMAZON.COM, INC.	GJPCARD0097809	9/7/2023	101007451	IT-Computer/Equip	2X IPHONE OTTERBOX	96.96		
	202936165	AMAZON.COM, INC.	GJPCARD0097823	9/7/2023	101007451	IT-Computer/Equip	1 CASE FOR GALAXY	18.99		
	770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0097831	9/7/2023	101007331	IT-Consulting	HCTC CRM WORK AND	8,575.00		
	770493581	GOOGLE LLC	GJPCARD0097835	9/7/2023	101007389	IT-Software Licensing	GSUITE LICENSE	2.08		

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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									
Subtotal for Informatics								29,377.16		
Clerk Treasurer										
854213732	NORI JAPANESE STEAKHOUS	GJPCARD0097444	9/7/2023	101008347	CT-Promotions	CT BD LUNCH		201.48		
VEN002050	Verizon Wireless	GJPCARD0097471	9/7/2023	101008223	CT-Office Supplies	CHARGERS		108.29		
462967004	FINNER LLC	GJPCARD0097484	9/7/2023	101008347	CT-Promotions	CT WORKING BUDGET		16.90		
843871927	LOS AGAVE	GJPCARD0097512	9/7/2023	101008347	CT-Promotions	LUNCH WITH MIKE		48.54		
351851785	JONATHAN ENTERTAINMENT CO	GJPCARD0097530	9/7/2023	101008347	CT-Promotions	LUNCH WITH SCOTT		43.86		
462967004	FINNER LLC	GJPCARD0097683	9/7/2023	101008347	CT-Promotions	LUNCH FOR STAFF		82.93		
454168768	TOAST, INC.	GJPCARD0097769	9/7/2023	101008347	CT-Promotions	STAFF APPREC LUNCH		143.88		
300154226	AMERICAN ASSOCIATION OF	GJPCARD0097799	9/7/2023	101008223	CT-Office Supplies	NOTARY SUPPLIES		44.78		
461586301	NNA SERVICES, LLC	GJPCARD0097820	9/7/2023	101008223	CT-Office Supplies	NOTARY SEAL AND		89.88		
770510487	PAYPAL	GJPCARD0097830	9/7/2023	101008334	CT-Travel/Training/Seminars	REGISTRATION FOR		60.00		
Subtotal for Clerk Treasurer								840.54		
Mayor										
VEN001857	SUN/MOON GARAGE	GJPCARD0097790	9/7/2023	101009334	Mayor-	PARKING RECEIPT		13.00		
Subtotal for Mayor								13.00		
City Council										
VEN000247	BLUE SKY CASINO HQ	GJPCARD0097599	9/7/2023	101010334	City Council-Travel/Training/S	HOTEL STAY FOR AIM		465.00		
Subtotal for City Council								465.00		
Public Works										
030534807	BOLDENS CARPET UPHOLSTR	GJPCARD0097454	9/7/2023	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS		4,135.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097470	9/7/2023	101013345	PW-Equip Repair	INV. #4333-200978		5.40		
560748358	LOWES COMPANIES, INC.	GJPCARD0097477	9/7/2023	101013224	PW-Operating Supplies	PICK AXE		34.98		
VEN001983	Tractor Supply Company	GJPCARD0097478	9/7/2023	101013224	PW-Operating Supplies	DEFOAMER		16.99		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097485	9/7/2023	101013360	PW-Vehicle Repair	INV. #4333-200808 AIR		39.22		
843871927	LOS AGAVE	GJPCARD0097507	9/7/2023	101013347	PW-Promotions	STAFF LUNCH.		171.56		
VEN000247	BLUE SKY CASINO HQ	GJPCARD0097508	9/7/2023	101013334	PW-Travel/Training/Seminars	AIM CONFERENCE		336.74		
VEN001337	Menards	GJPCARD0097514	9/7/2023	101013343	PW-Bldg Maint	PW - WASP SPRAY		23.82		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097515	9/7/2023	101013224	PW-Operating Supplies	INV. #4333-200371 WIRE		13.40		
VEN000347	CBDM INC	GJPCARD0097516	9/7/2023	101013347	PW-Promotions	STAFF AUGUST		168.07		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0097520	9/7/2023	101013343	PW-Bldg Maint	PW- FIRE		31.00		
844332073	WESTFIELD ACE, LLC	GJPCARD0097524	9/7/2023	101013224	PW-Operating Supplies	ELECTRICAL TAPE		18.52		
VEN002042	VALLEY OF THE SPRINGS LLC	GJPCARD0097526	9/7/2023	101013334	PW-Travel/Training/Seminars	HOTEL FOR AIM		-23.38		

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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									
Public Works									
560748358	LOWES COMPANIES, INC.	GJPCARD0097541	9/7/2023	101013345	PW-Equip Repair	SPRAYER	89.98		
941351799	EWING IRRIGATION PRODUCT	GJPCARD0097543	9/7/2023	101013224	PW-Operating Supplies	ORDER #011697940	90.74		
VEN010839	Eckart LLC	GJPCARD0097546	9/7/2023	101013343	PW-Bldg Maint	CITY HALL EXIT LIGHTS	84.01		
VEN001337	Menards	GJPCARD0097548	9/7/2023	101013345	PW-Equip Repair	NEW BOARDS FOR NEW	79.42		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097551	9/7/2023	101013224	PW-Operating Supplies	INV. #4333-199870	6.69		
941351799	EWING IRRIGATION PRODUCT	GJPCARD0097559	9/7/2023	101013224	PW-Operating Supplies	ORDER #11689979	307.99		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0097563	9/7/2023	101013224	PW-Operating Supplies	INV. #N238779 PARTS	63.25		
VEN001983	Tractor Supply Company	GJPCARD0097564	9/7/2023	101013224	PW-Operating Supplies	SPLIT - BATTERIES	34.97		
VEN001983	Tractor Supply Company	GJPCARD0097565	9/7/2023	101013345	PW-Equip Repair	SPLIT - LIGHTS FOR	143.98		
VEN001666	Reynolds Farm Equipment	GJPCARD0097566	9/7/2023	101013224	PW-Operating Supplies	INV. #P99862 BLADES	234.26		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0097578	9/7/2023	101013349	PW-Contractual Services	ASA BALES CREEK	2,725.00		
VEN002042	VALLEY OF THE SPRINGS LLC	GJPCARD0097579	9/7/2023	101013334	PW-Travel/Training/Seminars	HOTEL FOR AIM	370.72		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0097586	9/7/2023	101013224	PW-Operating Supplies	INV. N238632 WEED	161.96		
202936165	AMAZON.COM, INC.	GJPCARD0097598	9/7/2023	101013224	PW-Operating Supplies	INSPECTORS'	94.99		
VEN001983	Tractor Supply Company	GJPCARD0097600	9/7/2023	101013224	PW-Operating Supplies	WEED KILLER.	16.99		
202936165	AMAZON.COM, INC.	GJPCARD0097602	9/7/2023	101013345	PW-Equip Repair	TOOL BOX FOR WOOD	124.26		
VEN001337	Menards	GJPCARD0097612	9/7/2023	101013343	PW-Bldg Maint	RETURN - GRINDER	-19.08		
VEN001337	Menards	GJPCARD0097621	9/7/2023	101013343	PW-Bldg Maint	GRINDER PUMP	243.49		
272749749	TOAST INC	GJPCARD0097630	9/7/2023	101013347	PW-Promotions	LUNCH WITH INDOT	64.77		
VEN001337	Menards	GJPCARD0097635	9/7/2023	101013345	PW-Equip Repair	LIGHT FOR RESTROOM	39.98		
VEN001337	Menards	GJPCARD0097636	9/7/2023	101013343	PW-Bldg Maint	CITY HALL SUMP PUMP	21.78		
VEN000946	IN BMV VEHICLE SER	GJPCARD0097638	9/7/2023	101013360	PW-Vehicle Repair	NEW VEHICLE PLATE	45.00		
480797941	BERRY COMPANIES INC	GJPCARD0097655	9/7/2023	101013345	PW-Equip Repair	INV. #M3007346 REPAIR	125.92		
VEN001337	Menards	GJPCARD0097674	9/7/2023	101013360	PW-Vehicle Repair	SPLIT - SIDEBOARDS	59.62		
VEN001337	Menards	GJPCARD0097680	9/7/2023	101013223	PW-Office Supplies	WATER FOR STAFF	36.90		
VEN001337	Menards	GJPCARD0097688	9/7/2023	101013343	PW-Bldg Maint	CITY HALL SUMP PUMP	9.99		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097705	9/7/2023	101013360	PW-Vehicle Repair	INV. #4333-197811 OIL	122.33		
202936165	AMAZON.COM, INC.	GJPCARD0097707	9/7/2023	101013360	PW-Vehicle Repair	HITCHES FOR NEW	799.90		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0097711	9/7/2023	101013224	PW-Operating Supplies	INV. N238225; REPAIR	14.54		
042896127	STAPLES INC	GJPCARD0097714	9/7/2023	101013223	PW-Office Supplies	SUPPLIES, INCLUDING	196.56		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097715	9/7/2023	101013224	PW-Operating Supplies	INV. #4333-197779 SHOP	119.70		
202936165	AMAZON.COM, INC.	GJPCARD0097725	9/7/2023	101013224	PW-Operating Supplies	ASPHALT TOOLS	161.50		

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Fund No. Fund Name									
101 General									
Public Works									
VEN008967	J and F Distributing Co	GJPCARD0097728	9/7/2023	101013345	PW-Equip Repair	INV. #1261199	551.91		
202936165	AMAZON.COM, INC.	GJPCARD0097736	9/7/2023	101013360	PW-Vehicle Repair	THIS WAS A RETURN	-64.98		
820544687	AMAZON.COM, INC.	GJPCARD0097742	9/7/2023	101013224	PW-Operating Supplies	CHRIS PAGE'S	7.11		
VEN001337	Menards	GJPCARD0097747	9/7/2023	101013224	PW-Operating Supplies	BUG SPRAY DAWN	161.58		
VEN001337	Menards	GJPCARD0097751	9/7/2023	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS	164.62		
VEN010970	Legends Body Shop LLC	GJPCARD0097753	9/7/2023	101013360	PW-Vehicle Repair	INV. #598; REPAIRS TO	1,470.84		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097762	9/7/2023	101013360	PW-Vehicle Repair	INV. #4333-197222 OIL	17.79		
VEN001983	Tractor Supply Company	GJPCARD0097766	9/7/2023	101013224	PW-Operating Supplies	ROUND UP WAND	19.99		
844332073	WESTFIELD ACE, LLC	GJPCARD0097775	9/7/2023	101013345	PW-Equip Repair	VALVES, TUBING,	22.03		
820544687	AMAZON.COM, INC.	GJPCARD0097784	9/7/2023	101013360	PW-Vehicle Repair	HAND PUMP FOR CAR	27.15		
VEN001337	Menards	GJPCARD0097804	9/7/2023	101013224	PW-Operating Supplies	DRINKING WATER FOR	18.45		
202936165	AMAZON.COM, INC.	GJPCARD0097808	9/7/2023	101013229	PW-Uniforms	WELDING GLOVES FOR	28.00		
202936165	AMAZON.COM, INC.	GJPCARD0097811	9/7/2023	101013451	PW-Computer Equipment	IPAD CASE WITH	64.98		
202936165	AMAZON.COM, INC.	GJPCARD0097812	9/7/2023	101013451	PW-Computer Equipment	IPAD CASE WITH	61.36		
261081729	BOOT BARN, INC	GJPCARD0097813	9/7/2023	101013229	PW-Uniforms	NEW BOOTS FOR	132.29		
VEN001337	Menards	GJPCARD0097816	9/7/2023	101013343	PW-Bldg Maint	NEW METAL FOR THE	5,804.92		
844332073	WESTFIELD ACE, LLC	GJPCARD0097822	9/7/2023	101013345	PW-Equip Repair	HEX BUSHING GLV FOR	3.59		
202936165	AMAZON.COM, INC.	GJPCARD0097825	9/7/2023	101013360	PW-Vehicle Repair	ANTENNAS FOR THE	627.30		
VEN008967	J and F Distributing Co	GJPCARD0097833	9/7/2023	101013345	PW-Equip Repair	#1279216 HYDRAULIC	1,095.00		
VEN001337	Menards	GJPCARD0097837	9/7/2023	101013345	PW-Equip Repair	BOARDS FOR NEW	131.16		
844332073	WESTFIELD ACE, LLC	GJPCARD0097840	9/7/2023	101013345	PW-Equip Repair	BOLTS FOR SWEEPER	10.72		
820544687	AMAZON.COM, INC.	GJPCARD0097841	9/7/2023	101013229	PW-Uniforms	NEW WELDING GLOVES	26.15		
VEN010839	Eckart LLC	GJPCARD0097843	9/7/2023	101013343	PW-Bldg Maint	PW-CSC-DESK LIGHTS	9.48		
Subtotal for Public Works							22,034.87		
Communications									
131102020	THE NEW YORK TIMES COMPAN	GJPCARD0097488	9/7/2023	101020350	Comm-Dues membership	NY TIMES MONTHLY	4.00		
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0097493	9/7/2023	101020350	Comm-Dues membership	MAILCHIMP ACCOUNT	69.00		
VEN000090	AMERICAN AIRLINES	GJPCARD0097518	9/7/2023	101020334	Comm- Training	FUTURE OF	387.80		
362837061	LAWRENCE RAGAN COMMUNICA	GJPCARD0097537	9/7/2023	101020334	Comm- Training	FUTURE OF	1,899.00		
820544687	AMAZON.COM, INC.	GJPCARD0097547	9/7/2023	101020337	Comm-Printing	PUBLIC ADDRESS	342.29		
202936165	AMAZON.COM, INC.	GJPCARD0097552	9/7/2023	101020337	Comm-Printing	WIRELESS	63.34		
911325671	STARBUCKS CORPORATION	GJPCARD0097562	9/7/2023	101020347	Comm-Promotions	OFF-SITE MEETING	13.10		

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Fund No. Fund Name									
101 General									
Communications									
472390983	GANNETT CO., INC.	GJPCARD0097604	9/7/2023	101020350	Comm-Dues membership	INDY STAR ACCOUNT	14.99		
260722559	IMPACT PBS LTD	GJPCARD0097631	9/7/2023	101020337	Comm-Printing	MICROPHONE FLAG	59.00		
820544687	AMAZON.COM, INC.	GJPCARD0097738	9/7/2023	101020223	Comm- Office supp	PADLOCK FOR A CASE	24.16		
131102020	THE NEW YORK TIMES COMPAN	GJPCARD0097846	9/7/2023	101020350	Comm-Dues membership	NY TIMES MONTHLY	3.07		
202936165	AMAZON.COM, INC.	GJPCARD0097850	9/7/2023	101020347	Comm-Promotions	IPAD CASE AND	25.31		
Subtotal for Communications							2,905.06		
Customer Service									
811436574	HITTLE FLORAL DESIGN LLC	GJPCARD0097486	9/7/2023	101021347	Cust Serv-Promo	PLANT AND WIND	76.19		
820544687	AMAZON.COM, INC.	GJPCARD0097525	9/7/2023	101021223	Customer serv- office supp	AMAZON BUSINESS	11.62		
820544687	AMAZON.COM, INC.	GJPCARD0097527	9/7/2023	101021223	Customer serv- office supp	AMAZON BUSINESS	13.43		
473081544	RED HAB INC	GJPCARD0097576	9/7/2023	101021347	Cust Serv-Promo	STAFF APPRECIATION	45.06		
770510487	PAYPAL	GJPCARD0097797	9/7/2023	101021334	Customer Serv-Travel	BUSINESS TRAINING	49.95		
VEN000946	IN BMV VEHICLE SER	GJPCARD0097805	9/7/2023	101021349	Customer Serv-Serv Contract	NOTARY APPLICATION -	74.37		
VEN00087	PCard Federal ID-VEN00087 has no	GJPCARD0097851	9/7/2023	101021223	Customer serv- office supp	AMAZON COM	104.80		
Subtotal for Customer Service							375.42		
Human Resources									
874180750	CHARWEST LLC	GJPCARD0097465	9/7/2023	101022347	HR- Promotions	20230829 QUARTERLY	49.00		
811436574	HITTLE FLORAL DESIGN LLC	GJPCARD0097480	9/7/2023	101022347	HR- Promotions	20230828 SYMPATHY	70.99		
VEN000944	IN ASSN CITIES & TOWNS	GJPCARD0097481	9/7/2023	101022334	HR- Training	2023 ANNUAL IMPACT	150.00		
VEN000944	IN ASSN CITIES & TOWNS	GJPCARD0097482	9/7/2023	101022334	HR- Training	2023 ANNUAL	150.00		
350411610	INDIANA CHAMBER OF COMMER	GJPCARD0097553	9/7/2023	101022347	HR- Promotions	20230821 FEDERAL AND	533.40		
462967004	FINNER LLC	GJPCARD0097619	9/7/2023	101022347	HR- Promotions	WORKING LUNCH -	22.00		
VEN002149	WLS CORP - MARRIOTT INDJW	GJPCARD0097713	9/7/2023	101022334	HR- Training	20230908 INDY SHRM	52.00		
VEN002149	WLS CORP - MARRIOTT INDJW	GJPCARD0097729	9/7/2023	101022334	HR- Training	PARKING AT 2023 INDY	52.00		
VEN001820	SQUARE, INC.	GJPCARD0097757	9/7/2023	101022334	HR- Training	TRAINING BOOKS FROM	76.95		
Subtotal for Human Resources							1,156.34		
Subtotal for Fund 101 General							76,283.58		
Fund No. Fund Name									
111 Food and Beverage Tax									
Grand Park									
VEN001947	THE WEBSTAUANT STORE	GJPCARD0097615	9/7/2023	111015349	Food/Bev GP-Construct Ser	GPEC TABLE LEGS	79.98		

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Fund No. Fund Name									
111	Food and Beverage Tax								
Grand Park									
770430924	PAYPAL	GJPCARD0097652	9/7/2023	111015349	Food/Bev GP-Construct Ser	GPEC LIGHT SENSOR	43.98		
202936165	AMAZON.COM, INC.	GJPCARD0097657	9/7/2023	111015349	Food/Bev GP-Construct Ser	GPEC SINK SPRAYER	38.98		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0097794	9/7/2023	111015349	Food/Bev GP-Construct Ser	COLTS CAMP PARKING	38.63		
Subtotal for Grand Park							201.57		
Subtotal for Fund 111 Food and Beverage Tax							201.57		
Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
Public Works									
VEN001337	Menards	GJPCARD0097673	9/7/2023	201013231	MVH-Subgrade Materials	SPLIT - POTHOLE	44.88		
202936165	AMAZON.COM, INC.	GJPCARD0097770	9/7/2023	201013226	MVH-Vehicle Gas/ Supplies	FUEL CELL PURCHASED	1,279.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097795	9/7/2023	201013360	MVH-Vehicle Repair	VEHICLE CLEANING	57.43		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0097838	9/7/2023	201013360	MVH-Vehicle Repair	TIRE REPAIR FOR	69.98		
Subtotal for Public Works							1,451.29		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							1,451.29		
Fund No. Fund Name									
203	Fire Operating								
Fire									
030534807	BOLDENS CARPET UPHOLSTR	GJPCARD0097451	9/7/2023	203012343	Fire-Building Maintenance	SPLIT - FIRE - CARPET	1,702.20		
610310025	PLUMBERS SUPPLY COMPANY	GJPCARD0097457	9/7/2023	203012343	Fire-Building Maintenance	STATION 83 WATER	251.83		
VEN007922	Kroger Limited Partnership	GJPCARD0097459	9/7/2023	203012334	Fire-Travel/Training/Seminars	WATER FOR TRAINING	9.98		
351867563	GREENCYCLE OF INDIANA	GJPCARD0097460	9/7/2023	203012343	Fire-Building Maintenance	GRAVEL -	817.04		
811436574	HITTLE FLORAL DESIGN LLC	GJPCARD0097462	9/7/2023	203012347	Fire-Promotions	FLOWERS FOR	103.00		
VEN001820	SQUARE, INC.	GJPCARD0097490	9/7/2023	203012334	Fire-Travel/Training/Seminars	BREAKFAST FOR	22.20		
VEN007922	Kroger Limited Partnership	GJPCARD0097491	9/7/2023	203012334	Fire-Travel/Training/Seminars	BREAKFAST FOR	41.79		
844332073	WESTFIELD ACE, LLC	GJPCARD0097509	9/7/2023	203012343	Fire-Building Maintenance	STATION 83 WATER	62.99		
844332073	WESTFIELD ACE, LLC	GJPCARD0097513	9/7/2023	203012343	Fire-Building Maintenance	STATION 82 - WATER	6.16		
202936165	AMAZON.COM, INC.	GJPCARD0097517	9/7/2023	203012472	Fire-Equip	BATTERIES SCBA'S	69.01		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0097528	9/7/2023	203012343	Fire-Building Maintenance	SPLIT - FIRE - FIRE	213.98		
874274879	SNYTS TENANT LLC	GJPCARD0097531	9/7/2023	203012334	Fire-Travel/Training/Seminars	HOTEL STAY FOR	1,478.20		
VEN006898	Supply Warehouse Inc	GJPCARD0097539	9/7/2023	203012224	Fire-Operating Supplies	STATION SUPPLIES	332.67		
812943663	1626 SRJ LLC	GJPCARD0097540	9/7/2023	203012334	Fire-Travel/Training/Seminars	DINNER WHILE	148.86		

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Fund No.	Fund Name									
203	Fire Operating									
	Fire									
	770510487	PAYPAL	GJPCARD0097571	9/7/2023	203012224	Fire-Operating Supplies	EMS SUPPLIES	236.74		
	202597227	GOOGLE PAYMENT CORP.	GJPCARD0097584	9/7/2023	203012349	Fire-Services	CABLE	72.99		
	VEN001337	Menards	GJPCARD0097593	9/7/2023	203012224	Fire-Operating Supplies	STATION 83 SUPPLIES	-3.99		
	VEN001337	Menards	GJPCARD0097594	9/7/2023	203012224	Fire-Operating Supplies	STATION 83 SUPPLIES	6.98		
	202597227	GOOGLE PAYMENT CORP.	GJPCARD0097601	9/7/2023	203012349	Fire-Services	CABLE	4.99		
	VEN001476	Office Depot	GJPCARD0097613	9/7/2023	203012224	Fire-Operating Supplies	EMS SUPPLIES	233.25		
	202936165	AMAZON.COM, INC.	GJPCARD0097616	9/7/2023	203012243	Fire-Special Rescue/Dive	TAC TRUCK SUPPLIES	49.77		
	202597227	GOOGLE PAYMENT CORP.	GJPCARD0097626	9/7/2023	203012349	Fire-Services	CABLE	4.99		
	VEN006898	Supply Warehouse Inc	GJPCARD0097627	9/7/2023	203012224	Fire-Operating Supplies	STATION SUPPLIES	652.83		
	VEN000946	IN BMV VEHICLE SER	GJPCARD0097634	9/7/2023	203012360	Fire-Vehicle Maint	REGISTRATION FEES	15.00		
	VEN001337	Menards	GJPCARD0097642	9/7/2023	203012224	Fire-Operating Supplies	STATION 83 SUPPLIES	37.87		
	770519796	ZAZZLE INC	GJPCARD0097647	9/7/2023	203012337	Fire-Printing	INVITATIONS	367.96		
	770519796	ZAZZLE INC	GJPCARD0097648	9/7/2023	203012337	Fire-Printing	DIGITAL INVITATION	10.87		
	VEN001983	Tractor Supply Company	GJPCARD0097649	9/7/2023	203012243	Fire-Special Rescue/Dive	TAC 380 SUPPLIES	73.03		
	465740926	5 STAR VENTURES LLC	GJPCARD0097650	9/7/2023	203012334	Fire-Travel/Training/Seminars	LUNCH FOR 2 PEOPLE	33.89		
	730675375	QUIKTRIP CORPORATION	GJPCARD0097659	9/7/2023	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR KANSAS	58.41		
	VEN001476	Office Depot	GJPCARD0097666	9/7/2023	203012223	Fire-Office Supplies	EMS OFFICE SUPPLIES	243.80		
	730675375	QUIKTRIP CORPORATION	GJPCARD0097667	9/7/2023	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR KANSAS	54.20		
	480585384	KANSAS TURNPIKE AUTHORIT	GJPCARD0097669	9/7/2023	203012334	Fire-Travel/Training/Seminars	TOLLS FOR KANSAS	5.75		
	VEN001698	Rogue Fitness	GJPCARD0097671	9/7/2023	203012472	Fire-Equip	NEW STATION FITNESS	24,984.26		
	VEN000384	CHICK-FIL-A CORP	GJPCARD0097675	9/7/2023	203012334	Fire-Travel/Training/Seminars	FOOD FOR 4 PEOPLE -	42.61		
	262728345	SALTGRASS WICHITA, INC.	GJPCARD0097677	9/7/2023	203012334	Fire-Travel/Training/Seminars	FOOD FOR 4 PEOPLE -	281.66		
	454168768	TOAST, INC.	GJPCARD0097678	9/7/2023	203012334	Fire-Travel/Training/Seminars	FOOD FOR 4 PEOPLE -	10.11		
	341747077	T A OPERATING LLC	GJPCARD0097681	9/7/2023	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR KANSAS	78.14		
	341953155	PILOT CORPORATION	GJPCARD0097682	9/7/2023	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR KANSAS	40.01		
	VEN006898	Supply Warehouse Inc	GJPCARD0097684	9/7/2023	203012224	Fire-Operating Supplies	STATION SUPPLIES	203.01		
	VEN001820	SQUARE, INC.	GJPCARD0097686	9/7/2023	203012334	Fire-Travel/Training/Seminars	LUNCH FOR 4 PEOPLE -	44.00		
	371652702	PHILLIPS 66 COMPANY	GJPCARD0097687	9/7/2023	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR KANSAS	44.29		
	611804629	BRG QUICKSERVE	GJPCARD0097690	9/7/2023	203012334	Fire-Travel/Training/Seminars	FOOD FOR 4 PEOPLE -	54.56		
	VEN001337	Menards	GJPCARD0097691	9/7/2023	203012343	Fire-Building Maintenance	RETURN - STATION 83 -	-67.35		
	843312217	LYK LLC	GJPCARD0097692	9/7/2023	203012334	Fire-Travel/Training/Seminars	FOOD FOR 4 PEOPLE -	160.12		
	480585384	KANSAS TURNPIKE AUTHORIT	GJPCARD0097695	9/7/2023	203012334	Fire-Travel/Training/Seminars	TOLLS FOR KANSAS	5.75		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN001337	Menards	GJPCARD0097696	9/7/2023	203012343	Fire-Building Maintenance	STATION 82 NEW BUNK	32.94		
842014733	DELANO HOTEL QOZB, LLC	GJPCARD0097697	9/7/2023	203012334	Fire-Travel/Training/Seminars	HOTEL FOR 2 PEOPLE -	365.37		
842014733	DELANO HOTEL QOZB, LLC	GJPCARD0097698	9/7/2023	203012334	Fire-Travel/Training/Seminars	HOTEL FOR 2 PEOPLE -	365.37		
730675375	QUIKTRIP CORPORATION	GJPCARD0097699	9/7/2023	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR KANSAS	74.50		
VEN000384	CHICK-FIL-A CORP	GJPCARD0097700	9/7/2023	203012334	Fire-Travel/Training/Seminars	FOOD FOR 4 PEOPLE -	38.91		
202936165	AMAZON.COM, INC.	GJPCARD0097702	9/7/2023	203012472	Fire-Equip	NEW TAC EQUIPMENT	83.97		
820544687	AMAZON.COM, INC.	GJPCARD0097703	9/7/2023	203012472	Fire-Equip	NEW TAC EQUIPMENT	126.34		
VEN001337	Menards	GJPCARD0097710	9/7/2023	203012343	Fire-Building Maintenance	RETURN - STATION 81	-10.83		
VEN001820	SQUARE, INC.	GJPCARD0097717	9/7/2023	203012334	Fire-Travel/Training/Seminars	FOOD FOR 4 PEOPLE -	85.72		
812915912	KEDGE LLC	GJPCARD0097726	9/7/2023	203012334	Fire-Travel/Training/Seminars	LUNCH FOR RECRUIT	137.64		
VEN001337	Menards	GJPCARD0097733	9/7/2023	203012343	Fire-Building Maintenance	STATION 82 BUNKROOM	84.27		
VEN001337	Menards	GJPCARD0097735	9/7/2023	203012343	Fire-Building Maintenance	STATION 81 TK383	10.83		
VEN001337	Menards	GJPCARD0097743	9/7/2023	203012343	Fire-Building Maintenance	STATION 81 TK383	15.62		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0097746	9/7/2023	203012349	Fire-Services	CABLE	72.99		
VEN001337	Menards	GJPCARD0097750	9/7/2023	203012343	Fire-Building Maintenance	SPLIT - FIRE - STATION	14.94		
481072951	TOUCHNET	GJPCARD0097755	9/7/2023	203012334	Fire-Travel/Training/Seminars	CLASSES FOR CAPTAIN	38.63		
481072951	TOUCHNET	GJPCARD0097760	9/7/2023	203012334	Fire-Travel/Training/Seminars	CLASSES FOR CAPT	1,309.49		
391497008	BATTERY PRODUCTS	GJPCARD0097761	9/7/2023	203012243	Fire-Special Rescue/Dive	FLASHLIGHTS FOR NEW	359.50		
VEN000667	EVENTBRITE INC.	GJPCARD0097767	9/7/2023	203012334	Fire-Travel/Training/Seminars	CONFERENCE	400.00		
202936165	AMAZON.COM, INC.	GJPCARD0097772	9/7/2023	203012224	Fire-Operating Supplies	SUPPLIES FOR NEW	111.93		
560748358	LOWES COMPANIES, INC.	GJPCARD0097774	9/7/2023	203012243	Fire-Special Rescue/Dive	TOOLS FOR TAC380	36.88		
VEN001337	Menards	GJPCARD0097776	9/7/2023	203012343	Fire-Building Maintenance	STATION 82 NEW BUNK	227.02		
VEN006898	Supply Warehouse Inc	GJPCARD0097793	9/7/2023	203012224	Fire-Operating Supplies	STATION SUPPLIES	256.96		
820544687	AMAZON.COM, INC.	GJPCARD0097807	9/7/2023	203012334	Fire-Travel/Training/Seminars	CLASS STUDY BOOKS	65.79		
770510487	PAYPAL	GJPCARD0097817	9/7/2023	203012334	Fire-Travel/Training/Seminars	CLASS	225.00		
VEN006898	Supply Warehouse Inc	GJPCARD0097819	9/7/2023	203012224	Fire-Operating Supplies	STATION SUPPLIES	190.32		
202936165	AMAZON.COM, INC.	GJPCARD0097824	9/7/2023	203012224	Fire-Operating Supplies	SHOWER CURTAINS	167.40		
202936165	AMAZON.COM, INC.	GJPCARD0097827	9/7/2023	203012224	Fire-Operating Supplies	STATION 82 SUPPLIES	47.99		
770510487	PAYPAL	GJPCARD0097828	9/7/2023	203012334	Fire-Travel/Training/Seminars	TRAINING CLASS	170.00		
202936165	AMAZON.COM, INC.	GJPCARD0097832	9/7/2023	203012224	Fire-Operating Supplies	SHOWER CURTAIN	83.88		
311537655	MARATHON PETROLEUM COMPAN	GJPCARD0097834	9/7/2023	203012334	Fire-Travel/Training/Seminars	6 BAGS OF ICE -	32.94		
202936165	AMAZON.COM, INC.	GJPCARD0097836	9/7/2023	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES -	8.99		

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Fund No.	Fund Name								
203	Fire Operating								
	Fire								
VEN001337	Menards	GJPCARD0097844	9/7/2023	203012334	Fire-Travel/Training/Seminars	SUPPLIES	23.77		
VEN007922	Kroger Limited Partnership	GJPCARD0097849	9/7/2023	203012334	Fire-Travel/Training/Seminars	RECRUIT SCHOOL	32.94		
	Subtotal for Fire						38,588.42		
	Subtotal for Fund 203 Fire Operating						38,588.42		
Fund No.	Fund Name								
204	Park Impact								
	Public Works								
844332073	WESTFIELD ACE, LLC	GJPCARD0097447	9/7/2023	204013474	PW-Park Impact Construction	BOLTS FOR NEWBY	27.80		
	Subtotal for Public Works						27.80		
	Subtotal for Fund 204 Park Impact						27.80		
Fund No.	Fund Name								
206	Parks Programming/Events								
	Parks								
202936165	AMAZON.COM, INC.	GJPCARD0097448	9/7/2023	206005347	Parks Program-Promotions	BELT BAG FOR	32.50		
202936165	AMAZON.COM, INC.	GJPCARD0097455	9/7/2023	206005347	Parks Program-Promotions	YETI DOG BOWL FOR	50.00		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0097461	9/7/2023	206005347	Parks Program-Promotions	AED FOR SAVESTATION	1,697.00		
841723834	ROWE RESTAURANT CORP	GJPCARD0097606	9/7/2023	206005347	Parks Program-Promotions	STAFF DINNER FOR	35.97		
462967004	FINNER LLC	GJPCARD0097614	9/7/2023	206005347	Parks Program-Promotions	JIMMY JOHN'S - LUNCH	101.15		
VEN001820	SQUARE, INC.	GJPCARD0097637	9/7/2023	206005347	Parks Program-Promotions	DONUTS FOR COLTS	56.00		
462967004	FINNER LLC	GJPCARD0097780	9/7/2023	206005347	Parks Program-Promotions	STAFF LUNCH FOR	94.78		
	Subtotal for Parks						2,067.40		
	Subtotal for Fund 206 Parks Programming/Events						2,067.40		
Fund No.	Fund Name								
239	Law Enforcement								
	Police								
356001670	INDIANA STATE UNIVERSITY	GJPCARD0097450	9/7/2023	239002334	Law Enforce-Travel/Train	TUITION-MCCORKLE	1,108.00		
272332440	HARD ROCK CAFE INTERNATI	GJPCARD0097494	9/7/2023	239002334	Law Enforce-Travel/Train	MEALS DURING	32.56		
371491635	INDEPENDENT PURCHASING CO	GJPCARD0097497	9/7/2023	239002334	Law Enforce-Travel/Train	MEALS DURING	12.93		
884139598	COLONIAL COUSINS LLC	GJPCARD0097502	9/7/2023	239002334	Law Enforce-Travel/Train	HOTEL DURING	615.84		
208347464	HARD ROCK CAFE INTERNATI	GJPCARD0097519	9/7/2023	239002334	Law Enforce-Travel/Train	MEALS DURING	40.26		

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Fund No.	Fund Name								
239	Law Enforcement								
	Police								
452342647	SOUTHERN ROCK RESTAURANT	GJPCARD0097523	9/7/2023	239002334	Law Enforce-Travel/Train	MEALS DURING	18.16		
834135196	JOELLAS MASON OH LLC	GJPCARD0097532	9/7/2023	239002334	Law Enforce-Travel/Train	MEALS DURING	14.91		
593061413	OUTBACK STEAKHOUSE	GJPCARD0097558	9/7/2023	239002334	Law Enforce-Travel/Train	MEALS DURING	42.49		
311422964	SHS MANAGEMENT INC	GJPCARD0097561	9/7/2023	239002334	Law Enforce-Travel/Train	MEALS DURING	13.86		
VEN000946	IN BMV VEHICLE SER	GJPCARD0097577	9/7/2023	239002334	Law Enforce-Travel/Train	INSTRUCTOR	51.38		
530227813	INTERNATIONAL ASSOCIATIO	GJPCARD0097623	9/7/2023	239002334	Law Enforce-Travel/Train	CONFERENCE-LILLY	690.00		
530227813	INTERNATIONAL ASSOCIATIO	GJPCARD0097646	9/7/2023	239002334	Law Enforce-Travel/Train	IACP CONFERENCE	700.00		
VEN003232	FBI LEEDA INC	GJPCARD0097739	9/7/2023	239002334	Law Enforce-Travel/Train	CLI COURSE-GENTRY	795.00		
VEN003232	FBI LEEDA INC	GJPCARD0097741	9/7/2023	239002334	Law Enforce-Travel/Train	CLI COURSE-	795.00		
	Subtotal for Police						4,930.39		
	Subtotal for Fund 239 Law Enforcement						4,930.39		
Fund No.	Fund Name								
241	Police Donation								
	Police								
454841214	FULLSTEAM OPERATIONS LLC	GJPCARD0097801	9/7/2023	241002347	Police Donation-Promotions	REFUND FOR	-100.00		
	Subtotal for Police						-100.00		
	Subtotal for Fund 241 Police Donation						-100.00		
Fund No.	Fund Name								
269	Training Facility Center								
	Public Safety (Police and Fire)								
030534807	BOLDENS CARPET UPHOLSTR	GJPCARD0097453	9/7/2023	269014343	Training Fac-Building Maint	SPLIT - HCTC CARPET	285.00		
VEN010839	Eckart LLC	GJPCARD0097479	9/7/2023	269014343	Training Fac-Building Maint	HCTC POLE LIGHT	26.99		
202936165	AMAZON.COM, INC.	GJPCARD0097500	9/7/2023	269014472	Training Fac-Equipment	POWER CORD LOCKING	55.08		
351845000	ROUDEBUSH EQUIPMENT INC	GJPCARD0097653	9/7/2023	269014472	Training Fac-Equipment	COMMERCIAL PALLET	940.00		
	Subtotal for Public Safety (Police and Fire)						1,307.07		
	Subtotal for Fund 269 Training Facility Center						1,307.07		
Fund No.	Fund Name								
640	Sports Campus Operating								
	Grand Park								
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0097456	9/7/2023	640015472	Sports Campus-Equipment	YAMAHA 70	109.59		

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Fund No.	Fund Name								
640	Sports Campus Operating								
	Grand Park								
200375811	ACUITY SCHEDULING, INC.	GJPCARD0097473	9/7/2023	640015350	Sports Campus-Dues/Sub	NEW GP WEBSITE	220.80		
011111111	SHOPIFY PAYMENTS (USA) IN	GJPCARD0097506	9/7/2023	640015350	Sports Campus-Dues/Sub	LOBBY MUSIC	26.95		
470912023	LINKEDIN CORPORATION	GJPCARD0097582	9/7/2023	640015350	Sports Campus-Dues/Sub	LINKEDIN LEARNING	42.79		
813878272	GO4ELLIS, LLC	GJPCARD0097590	9/7/2023	640015224	Sports Campus-Operating	PHALEN ACADEMY	11.25		
813878272	GO4ELLIS, LLC	GJPCARD0097596	9/7/2023	640015224	Sports Campus-Operating	PHALEN ACADEMY	180.00		
VEN001820	SQUARE, INC.	GJPCARD0097609	9/7/2023	640015228	Sports Campus-Signage	SPONSOR BANNERS	9,710.00		
VEN001983	Tractor Supply Company	GJPCARD0097716	9/7/2023	640015224	Sports Campus-Operating	GROUPS EQUIPMENT	143.86		
820544687	AMAZON.COM, INC.	GJPCARD0097721	9/7/2023	640015472	Sports Campus-Equipment	AVANT LIGHT	85.00		
202936165	AMAZON.COM, INC.	GJPCARD0097749	9/7/2023	640015224	Sports Campus-Operating	CLAMPS FOR SOCCER	109.20		
844332073	WESTFIELD ACE, LLC	GJPCARD0097756	9/7/2023	640015224	Sports Campus-Operating	SCREW AND	47.31		
770430924	PAYPAL	GJPCARD0097771	9/7/2023	640015224	Sports Campus-Operating	TABLET SCREEN FOR	58.83		
813878272	GO4ELLIS, LLC	GJPCARD0097777	9/7/2023	640015224	Sports Campus-Operating	8.5 MAJOR FORCE DOG	247.50		
813878272	GO4ELLIS, LLC	GJPCARD0097779	9/7/2023	640015224	Sports Campus-Operating	8.5 IN ALL-STAR	180.00		
202936165	AMAZON.COM, INC.	GJPCARD0097782	9/7/2023	640015343	Sports Campus-Bldg Maint	AMAZON REFUND: FLAG	-48.98		
VEN001666	Reynolds Farm Equipment	GJPCARD0097785	9/7/2023	640015343	Sports Campus-Bldg Maint	GATOR TIRE	150.43		
	Subtotal for Grand Park						11,274.53		
	Sport Campus Indoor Event Ctr								
202936165	AMAZON.COM, INC.	GJPCARD0097467	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC FAN KEY AND	26.48		
352151108	GG ICE CREAM INC	GJPCARD0097469	9/7/2023	640023347	GP Indoor-Promotion	STAFF APPRECIATION	85.75		
820544687	AMAZON.COM, INC.	GJPCARD0097496	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC VELCRO	24.64		
VEN001337	Menards	GJPCARD0097501	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC TOTE ZIP TIES	68.64		
202936165	AMAZON.COM, INC.	GJPCARD0097538	9/7/2023	640023223	GP Indoor-Office Supply	COMPUTER CHARGER	25.99		
202936165	AMAZON.COM, INC.	GJPCARD0097542	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC HDMI CABLE	10.18		
VEN010839	Eckart LLC	GJPCARD0097544	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC LIGHTBULBS	75.80		
844332073	WESTFIELD ACE, LLC	GJPCARD0097555	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC OUTLET STRIP	30.39		
770430924	PAYPAL	GJPCARD0097585	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC FLOOR OUTLET	71.19		
820544687	AMAZON.COM, INC.	GJPCARD0097589	9/7/2023	640023451	GP Indoor-Computer Equip	TABLETS FOR	774.70		
770430924	PAYPAL	GJPCARD0097633	9/7/2023	640023343	GP Indoor-Bldg Maint	EBAY REFUND - GPEC	-39.58		
820544687	AMAZON.COM, INC.	GJPCARD0097701	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC HEADLAMP	39.97		
VEN001337	Menards	GJPCARD0097768	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC CABLE	56.75		
202936165	AMAZON.COM, INC.	GJPCARD0097773	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC CABLE CLAMPS	9.79		
770430924	PAYPAL	GJPCARD0097783	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC SWITCH	9.02		

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Fund No.	Fund Name								
640	Sports Campus Operating								
	Sport Campus Indoor Event Ctr								
410572550	TENNANT COMPANY	GJPCARD0097786	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC SCRUBBER	249.00		
202936165	AMAZON.COM, INC.	GJPCARD0097800	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC CABLE CLAMPS	15.78		
560748358	LOWES COMPANIES, INC.	GJPCARD0097810	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC CEILING TILES	52.98		
844332073	WESTFIELD ACE, LLC	GJPCARD0097826	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC HARDWARE	6.98		
VEN001922	THE HOME DEPOT	GJPCARD0097829	9/7/2023	640023343	GP Indoor-Bldg Maint	GPEC VACUUM	32.70		
	Subtotal for Sport Campus Indoor Event Ctr						1,627.15		
	Subtotal for Fund 640 Sports Campus Operating						12,901.68		
	Posted Invoices Total						137,659.20		



Westfield City Council Report

Ordinance Number:	22-52
APC Petition Number:	2212-PUD-20
Petitioner:	Clark Quinn Moses Scott & Grahn, LLP
Requested Action:	An amendment to add the Real Estate on 2.34 acres +/- into the Wheeler Landing Planned Unit Development (PUD) District.
Current Zoning:	AG/SF1: Agriculture / Single-family Rural District
Current Land Use:	Residential
Acreage:	2.34 acres +/-
Exhibits:	1. Department Report 2. Location Map 3. Proposed Ord. 22-52 (Clean) 4. Proposed Ord. 22-52 (Redline) 5. Neighborhood Meeting Summary 6. Public Comment
Staff Reviewer:	Caleb Ernest, Senior Planner

PETITION HISTORY

This petition was introduced at the [November 14, 2022](#), City Council meeting. The discussion for this meeting can be viewed [here](#). The petitioner held a neighborhood meeting on November 29, 2022 (**Exhibit 5**). The petition was scheduled for a public hearing at the December 5, 2022, Advisory Plan Commission (the “Plan Commission”) meeting, but the petitioner requested additional continuances. This petition received a public hearing at the [February 6, 2023](#), Plan Commission meeting. The discussion for this meeting can be viewed [here](#). This petition went to a workshop meeting at the [March 20, 2023](#), Plan Commission meeting. The discussion for this petition can be viewed [here](#). The petition received a favorable recommendation at the [July 5, 2023](#), Plan Commission meeting (6-1). The discussion for this meeting can be viewed [here](#).

PROJECT OVERVIEW

Location: This subject real estate is approximately 2.34 acres in size and is located at the southwest corner of 186th Street and Kinsey (the “Real Estate”, see **Exhibit 2**). The Property is

currently zoned the AG-SF1 District. The adjacent properties to the west, south and east are zoned the Wheeler Landing PUD District. The adjacent property to the north is zoned the Grand Park PUD District.

Project Description: The petitioner is requesting an amendment to the Wheeler Landing PUD District to add the Real Estate of 2.34 acres to Area III of the PUD.

ORDINANCE DETAILS – HISTORY OF PROJECT

This section’s purpose is to catalog and explain the different iterations of the project over the approval timeline. The below sections are outlined in order to show what was included in each version of the petition.

Version 1. ORIGINAL PETITION (submitted 11/03/22):

The below standards are what was included in the original petition.

Definitions:

- The proposed Ord. 22-52 includes language about adding the Real Estate into the Wheeler Landing PUD District.
 - Added Real Estate: The portion of the Real Estate identified on Exhibit B of proposed Ord. 22-52 hereto, which is hereby added to the Wheeler Landing Ordinance (Ord. 18-04).
 - Real Estate: The real estate, as described in Exhibit A of proposed Ord. 22-52 to the Ordinance.

Staff Comments: No equivalent standard in the UDO.

Development Standards:

- Architecture:
 - Require a minimum of twenty-five (25%) percent Masonry Materials on a Building Façade.

Staff Comments: In the UDO, Masonry Materials for Multi-family Districts are required a minimum of seventy-five percent (75%) of each Building Façade, excluding windows and doors.

Version 2. REVISED PETITION (modifications made since the 02/06/23 Plan Commission meeting)

The below standards are what was included in the first revised version of the petition.

Petitioner:

- The petitioner has changed from Leo Brown Development, LLC to Clark Quinn Moses Scott & Grahn, LLP.

Ordinance:

- The proposed ordinance has been modified to only add real estate into the Wheeler Landing PUD District. Therefore, the below sections have been modified:
 - Section 2.2 (real estate that was being modified in Wheeler Landing) has been removed.
 - The Concept Plan has been modified to only include the 2.34-acre Real Estate.
 - Section 4 (General Regulations, including maximum number of multi-family units/acreage) has been removed.
 - Section 5 (Development Standards, including masonry materials) has been removed.

Please see the [Redline Ordinance Exhibit](#) from the 02/06/23 meeting for more information.

Version 3. REVISED PETITION (modifications made since the 07/05/23 Plan Commission meeting)

The below standards are what was included in the second revised version of the petition. This version was created voluntarily by the petitioner in response to a City Councilor's comments on the proposed ordinance.

Ordinance:

- A new Section 4 of the proposed ordinance was created to address Additional Uses.
- The new Section 4 includes a modification of the Multi-Family, Dwelling (rental or owned) land use allowed only, 1) in a multi-story building where nonresidential commercial uses occupy the first floor, and 2) no multi-family uses shall be permitted in a single-story building on the Added Real Estate.

Please see **Exhibit 4** for a redline version of the most current proposed ordinance.

COMPREHENSIVE PLAN

The Westfield-Washington Township Comprehensive Plan (the "[Comprehensive Plan](#)") identifies the majority of this Property as being within the "New Suburban" land use classification. Indiana Code states that reasonable regard be paid to the Comprehensive Plan when considering zoning map changes; however, the Comprehensive Plan is not law. The Comprehensive Plan is intended to serve as a guide in making land use decisions.

The land uses contemplated for "New Suburban" are: Detached dwellings, Attached dwellings, Institutional uses, Recreational uses, Artisan farms and Equestrian uses.

PROCEDURAL

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 was scheduled for the December 5,

2022, 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.

Council Introduction: The petition was introduced at the [November 14, 2022](#), City Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its [February 6, 2023](#), meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 6 in favor, 1 opposed).

City Council

Introduction: [November 14, 2022](#)

Eligible for Adoption: [February 6, 2023](#)

Submitted by: Caleb Ernest, Senior Planner, Community Development Department

Report continued on the next page.

APC CERTIFICATION

WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION CERTIFICATION

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, February 6, 2023, 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.	2212-PUD-20
Ordinance No.	22-52
Petitioner	Clark Quinn Moses Scott & Grahn, LLP
Description	An amendment to the Real Estate on 2.34 acres +/- in the Wheeler Landing Planned Unit Development (PUD) District.

On July 5, 2023, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 6 in favor, 1 opposed).

The above-mentioned proposal and the Advisory Plan Commission's recommendation thereof are hereby certified.



Kevin M. Todd, Secretary

July 6, 2023

Date

WRITTEN PUBLIC COMMENTS

Docket Number: 2212-PUD-20
Petitioner: Leo Brown Development, LLC
Request: Petitioner requests an amendment to the Real Estate on 2.34 acres +/- in the Wheeler Landing Planned Unit Development (PUD) District.

Enclosed Attachments:

February 6, 2023 Public Hearing

- | | | |
|------------------------------------|---|--------------|
| 1. Jacobi, Larry | | (11/30/2022) |
| 2. Bolinger, Monty | | (11/30/2022) |
| 3. Wheeler, Ryan | | (12/02/2022) |
| 4. Sachs, Sam | 11329 E. SR 32, Zionsville, IN | (12/02/2022) |
| 5. Holmes, Alan | | (12/02/2022) |
| 6. King, Michael | | (12/04/2022) |
| 7. Radford, Lori | 14601 Linn Ct., Westfield, IN | (12/04/2022) |
| 8. Ingegno, Frank | | (12/04/2022) |
| 9. Marcum, Matthew T. & Richard L. | 101 W. 186 th St., Westfield, IN | (12/05/2022) |
| 10. Hasseld, Jen | 17259 Meggs St., Westfield, IN | (12/06/2022) |
| 11. Hoffer, Kevin | | (12/14/2022) |
| 12. Wheeler, Andrew | | (02/05/2023) |
| 13. Morris, Jeff | | (02/06/2023) |

March 20, 2023 Workshop Meeting

- | | |
|-------------------|--------------|
| 14. Wheeler, Ryan | (03/20/2023) |
|-------------------|--------------|

September 11, 2023 City Council Meeting

- | | |
|-------------------|--------------|
| 15. Wheeler, Ryan | (09/10/2023) |
|-------------------|--------------|

From: [Larry Jacobi](#)
To: [planners](#)
Subject: Westfield airport apartments
Date: Wednesday, November 30, 2022 11:12:05 AM

WARNING: This external email is from
larryjacobi@sbcglobal.net

Hello, my name is Larry Jacobi. I am the owner and operator of the noblesville Airport. I am writing to oppose the apartments proposed next to the Westfield airport. We only have four public use airports in Hamilton county two of them are on the county lines only Westfield and Noblesville serve those in the center of the county.

Housing, including apartments next to a runway is just not a good safety item. Please oppose this.

Larry Jacobi
317-508-0571

Sent from my iPhone

From: [EAA1527](#)
To: [planners](#)
Cc: [Ryan Wheeler](#); [Andy Wheeler](#)
Subject: Traditions at Grand Park concerns
Date: Wednesday, November 30, 2022 3:30:10 PM

WARNING: This external email is from
eea1527@gmail.com.



Westfield City Planners.

My name is Monty Bolinger, and I am a Hamilton County resident that represents the Westfield EAA Chapter 1527, IndyFlyers Club.

It has been brought to my attention that the City Planners are looking at approvals for another encroachment onto the current Westfield Airport, I72.

This has been discussed many times many ways in the past with the City Council during a previous project proposal. Hamilton County has spent many thousands of dollars on studies about the planning around airports, specifically as they pertain to TYQ, the airport known as Indy Executive. These studies should be considered as relevant to developments happening in the area that surrounds I72 as well.

The FAA and many other agencies have done studies and published many papers as to what constitutes good planning for areas immediately adjacent to airports as well.

In the case of what is coming before the Westfield City Planners and ultimately the City Council, is another residential development in immediate proximity to the Westfield Airport. It is well documented that residential communities are not compatible in the direct proximity of an airport and will ultimately end with the dissatisfaction of residents and conflicts between the residents and the airport.

Coming before you, is a development proposal for "Traditions at Grand Park" that should not be allowed at the location being proposed. This proposal places resident housing at the north east end of the I72 runway, within feet of the takeoff and landing zones for aircraft. Residents in the proposed units will be subject to immediate full throttle engine and propeller noise from aircraft departing to the north, as well as close physical proximity to aircraft landing to the

South.

The proposed buildings will fall directly in the space that the FAA considers an (RPZ) Runway Protection Zone. This zone is generally a defined space at the arrival and departure ends of airport runways and is quite specific about what should be allowed in these areas.

From an aircraft arrival and landing perspective, consider that on a standard glidescope of 3 degrees, that at 500' the height is 27'. At 1000' that height is 54'. With the consideration that the proposed buildings could be 15' in height, and within 500' in the RPZ off the end of the runway, landing aircraft could pass very close to the tops of these buildings if the aircraft is on a normal glidepath. If circumstances dictated an abnormal arrival or departure this could be a catastrophic situation that under normal protected conditions would protect lives and property.

As someone that represents our local chapter of pilots and aviation enthusiasts I would ask that you consider denying this request and future requests for residential units to be located in direct proximity of the airport runway. Zoning should not allow for this as it is not in the best interest of those residents, or the pilots and aviation enthusiasts that use this facility.

I would be willing to provide references to publications and any other information as needed or requested.

If you have any questions, please reach out to me directly and I will gladly answer any concerns.

Thank you for your consideration.
Respectfully

Monty Bolinger
President

EAA Chapter 1527

Phone: (317) 674-3703

President: Monty Bolinger
Vice President: Justin Pallas
Secretary: Amy Solomon
Treasurer: Frank Ingegno
Newsletter: Christen Tombers

Planning Commission Members and Staff,

I have noticed the Traditions at Grand Park development that is on the APC agenda for Monday, December 5th, 2022 and would like to submit some comments on behalf of the Westfield Airport.

While the airport is opposed to this development, I do want to take a moment to commend the developer for a few notable design points that show they are making an effort to reduce their impact to the airport environment. These include reduced building heights closest to the runway approach path and keeping water and its related wildlife as far away from the runway as possible. At the neighborhood meeting Mr. Morton (Leo Brown Group) also indicated that they would investigate ways to reduce the impact of aircraft noise to their residents, fencing or other methods to prevent residents and pets from wandering onto the airport environment, and downward facing lighting to avoid causing momentary blindness and loss of night vision to pilots landing at night. I'd love to see these as actual commitments in writing, but I do appreciate the effort that the team has expressed in minimizing their impact.

That being said, we still have an issue with the fact that it is an incompatible land use with the existing airport.

Safety and Welfare of citizens and guests

Earlier in the year, there was a different residential development proposed that was also adjacent to the runway property. We unfortunately missed the APC meetings, but the City Council received multiple letters from Westfield citizens, local aviators, and aviation organizations from national, state, and local levels. All objecting and warning against the incompatible use between these two types of developments.

Indiana Code 8-21-10 identifies that its purpose is for "the safety, welfare, and protection of persons and property in the air and on the ground" (Sec 1). It specifically identifies retirement homes and nursing homes in a list of noise sensitive purpose buildings (Sec 2). The Code explains that, without special permitting, "a person may not erect a building used for a noise sensitive purpose within an area lying one thousand five hundred (1,500) feet on either side of the centerline and the extended centerline of a runway for a distance of one (1) nautical mile from the boundaries of any public use airport." (Sec 3(b)(3)). This development shares a property line with the extended runway.

This development team seems to be disregarding all of these warnings and is needlessly reducing the safety, welfare, and protection of their future residents and the pilots using the Westfield Airport. When asked at the neighborhood meeting why the team was pursuing this development despite the warnings, their answer was effectively because they can; the land is zoned to allow it, the laws don't absolutely prevent it, and they think they will get a positive profit return on their \$50 million investment.

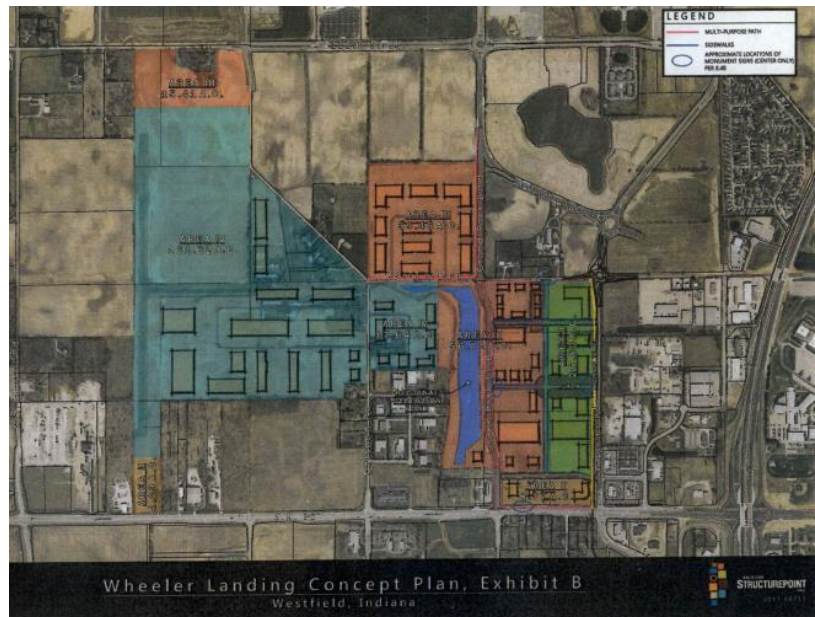
What is worse is that future residents of the facility may not know about the airport until it is too late. The special permit indicating that this lies inside the noise protected zone of an airport is recorded on the title, but renters would not see that since they are not purchasing the land. Secondly, the airport is similar to marinas, golf courses, and other recreation use facilities in that the vast majority of its use is during the warmer months of the year. If the facility was visited in winter, potential tenants may not see or even know they need to consider aircraft noise. Finally, after going through the lengthy process

of getting into nursing home, I'm concerned that some tenants will feel they cannot move out if aircraft noise becomes a problem. At that point the city and the airport will the responsibility of handling the complaints.

Not the intent of Wheeler Landing

Beyond these concerns for the individuals, this was not the intent for the area within the Wheeler Landing PUD. Originally, all of the land west of Dartown Rd was zoned commercial/industrial IAW Area IV of the Wheeler Landing PUD. In early 2018, both city planners and APC members indicated they had serious concerns about the possibility of an industrial building or warehouse being allowed directly across the street from Grand Park. They desired something much more attractive and higher end. For that reason, the section directly across from the park was changed to Area III in March 2018 so that it would match the high level of building standards required along Grand Park Blvd.

At the time an internationally known transportation museum was planning on developing their new campus on that property. They were pretty far into the process and had site plans already drawn. World-renown museum consultants were helping to define the building design and layout. All indications were that we didn't need to worry what was allowed, as we knew what was actually going to go there. So long as that use was on the list, it didn't matter.



If there is a group of people anywhere that understand the regret that comes from having a developer describe a plan, it fall through, and being left with what only is written in black and white, it is this commission. So many times over the last year, I have heard you ask developers to put promises and plans in writing. Some get offended, as if you're asking because you don't believe them, but unfortunately you have experienced this same scenario when the original plan falls through and the next developer uses the wording to their advantage. Even worse, the whole reason for the change was to ensure nicer, premium buildings were built in the area, and the developer is asking to significantly reduce those standards in this request.

Not the Westfield Plan

Furthermore, I'll point out that this is not the plan our city has for this land. The Grand Park Economic Development Vision and Strategy document (https://www.westfield.in.gov/egov/documents/1424891034_49485.pdf) is the culmination of no less than five separate studies from various consultant groups that looked at the viability of the Grand Park idea between 2007 and 2011. It is a 360 page document that lays out the strategy that will make the

Grand Park plan successful toward the overall stated purpose to “attract visitors and new business to Westfield.” (Page 5, The “Grand” Plan, para 1)

Section III and Appendix K (Pages 8 & 360) of the document explain the strategy for the area surrounding Grand Park. A decade later, it is commendable how closely we have stuck to this plan. The Northwest corner of the plan (yellow) shows the only fully residential area of the plan and now includes Osborne Trails and future Lennar Homes subdivisions. It shows mixed use (brown & orange) along 191st St where the new distillery just opened. In the Northeast section it shows retail and hospitality (red) where Chatham Commons is being developed. In the Center and Southeast there is retail, hospitality, and mixed use planned. The current Hinke-Day, Lake Village, and other Wheeler Landing developments in those areas are designed to follow that strategy. To my knowledge the only area currently planned for a use outside of the strategy is the (green) area north of Grand Park. This is intended for privately owned sports venues and creates a draw to support businesses north of Grand Park, and I believe a portion is currently being proposed as dense, low amenity, residential.



This leads us to the area in question today, in the Southwest corner of the plan. This is entirely focused to Corporate Campuses (violet) and Retail/Hospitality (red). Per the document “the City plans to pursue sports themed manufacturing and distribution businesses as well as those companies owned and operated by sports enthusiasts.” This area is critical to the long-term success of the Grand Park plan. Not only does it bring in jobs and industry to Westfield, but it also ensures that with this type of local business support, Grand Park will remain relevant to new sports, products, and requirements.

The airport had no input to this plan, and yet the consulting agencies and the strategy writers came to two important decisions that we agree with; (1) the airport is included in the long term success plan for the area, and (2) it should be surrounded by corporate, retail, and commercial uses for the best success of the entire area.

I’m not sure if the City has ever gotten around to pursue the businesses they mentioned. In 2007 two large projects were initiated: The “Sports Capitol of the World” and “Destination Downtown”. A significant amount of money was used to create Grand Park, but since that time the primary focus seems to have been on Grand Junction. The concentration has been on getting that park set-up, ensuring our downtown becomes a showpiece, and promoting business within the area with items like parking garages. That doesn’t mean we abandoned the plan; it just means that through the less focused marketing of this project, it is taking much longer than some of us expected.

In that regard, I would like to take a moment to point out that there have been many statements over the last year that there are no large areas set aside for large corporate & commercial buildings left in Westfield. There are over 400 acres between SR32 and 186th St East of Springmill. Over 130 acres east

of the airport runway are already zoned through this PUD, and most lots along SR32 are zoned commercial. East of Dartown Rd, there is even more acreage available for commercial use. That is a lot of land awaiting these kinds of developments. The citizens of Westfield have clearly stated that they want higher class restaurants and entertainment. Those companies have indicated that weekend guests at Grand Park are nice, but they need the “lunch shift” crowd to make a profit. That comes from having businesses and corporate offices feeding this area.

Stay true to the plan

I sympathize with the landowners that are obviously ready to sell their property. The demand for developments that match the strategic plan have simply not yet come about, and it is difficult to avoid getting impatient. This is especially true for farmland as it is getting more and more difficult to get agricultural equipment in and out of this area.

So where does all of this leave us? Much of this site is already mistakenly approved for this use. We may not be able to do much about that. However, just because one mistake was made doesn't mean we should propagate the error. I'm concerned that adding the additional acreage requested to this development sends the statement that we have abandoned the plan and it will lead to more requests from residential developers in this same area. A no vote seems to do little harm to this overall development. They could probably plan around it, or simply ensure that only the commercial portions of the business are contained within that area and get it zoned commercial. However, a no vote would say that we are still committed to the long-term success of Grand Park. It would say that we learn from our mistakes. It may even provide that spark to the developer or landowner that they need to seriously consider the future impact of what they are proposing and help them to reconsider the project.

I respectfully request that you vote no on this proposed ordinance.

Ryan Wheeler
Westfield Airport
wheeler.ryan@westfieldairport.com
317.777.2776

December 2, 2022

Westfield City Council
130 Penn St.
Westfield, IN

Re: Ordinance 22-52: Traditions at Grand Park

Dear Council Members,

The Hamilton County Airport Authority (HCAA) has recently learned of plans to develop an “aging in place” property immediately adjacent to the Westfield Airport (I72) located within an area commonly referred to as the Wheeler Landing Planned Unit Development (PUD). Although the airport in question is not owned or operated by the HCAA, we do have an interest in assuring the safety and operability of airports within Hamilton County. As such, we oppose the placing of this facility in such close proximity to the Westfield Airport.

Our objections are based, in part, with our experiences with both existing and proposed residential developments in the vicinity of the Indianapolis Executive Airport (KTYQ) which is owned and operated by the HCAA.

High-density developments are not compatible with airports for two primary reasons. First is safety, for both the future residents of these communities and for the pilots that utilize the airport. High density developments, including the proposed development, utilize wet retention ponds to control drainage. These wet ponds attract waterfowl such as geese, which pose a significant threat to aircraft landing and taking off from these nearby airports. Aircraft within the traffic pattern for landing are at a low altitude and low speed, and an airstrike with a bird could therefore be catastrophic both for the residents on the ground and for the occupants of the aircraft. The proposed development shows two large retention ponds along the east side of the property. These retention ponds are positioned directly under the base turn for Westfield’s runway. This turn is the point where aircraft are descending and slowing down as they make their final approach into the airport. Aircraft are especially vulnerable within this stage of flight, and a potential for a bird strike would be almost unrecoverable at this stage of flight. Due to this heightened risk, the FAA Advisory Circular AC150/5200-33C recommends that water features that can attract wildlife be no closer than 10,000 feet from an airport runway. The proposed development would put wet retention ponds roughly 1,000 feet from the end of the runway.

Additionally, Indiana law (IC 8-21-10) defines both noise sensitive areas and tall structures in and around public use airports in Indiana. While the Westfield Airport is not considered a public use airport, the same practices and principles should be applied in order to promote a safe operating environment for both aviators and Westfield residents. A noise sensitive area is an area extending 1,500 feet on either side of the runway centerline extending for one nautical mile from an airport boundary. Tall structures are buildings that penetrate a 50:1 slope extending 10,000

Hamilton County Airport Authority
Indianapolis Executive Airport
11329 East State Road 32
Zionsville, Indiana 46077



feet from the end of an airport's runway. This development has the potential to be in violation of both of these directives.

The Hamilton County Airport Authority recommends that this proposed development not be allowed at the location immediately adjacent to the Westfield Airport. This recommendation is based on both safety and quality-of-life considerations. If you have additional questions or concerns, feel free to reach out to me at 317-385-3015 or at sam.sachs@hamiltoncounty.in.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Sam Sachs", positioned above a horizontal blue line.

Sam Sachs
Airport Director
Indianapolis Executive Airport

Cc: Ryan Wheeler
Andy Wheeler
William Frye, HCAA
Michael Howard, HCAA

From: [Alan Holmes](#)
To: [planners](#)
Subject: APC Comments, 2212-PUD-20, Traditions at Grand Park
Date: Friday, December 2, 2022 5:13:55 PM

**WARNING: This external email is from
alan@livesinprogress.com.**

Greetings,

I'm writing to you concerning the proposed retirement facility at the southwest corner of the intersection of 186th St. and Kinsey Ave, specifically with regard to the facility's proximity to the runway at the Westfield Airport.

As a private pilot - though one who does not use Westfield Airport, but who has been through this kind of thing before with other airports - I have some concerns.

The first is that residential development, once completed, almost always creates conflict between residents and users of the airport. Noise and traffic being the big concerns. Residents don't like the sounds of the airplanes coming and going on a nice day, and they will begin to complain. Then arguments and so forth will arise between the two entities and that will be a battle that that local government will need to address, and it almost always ends up with neither party being satisfied.

As a pilot, safety is a far bigger issue when I see residential developments go in next to an airport. From what I can tell, it appears that the edge of the development will be only 200 feet to the east of the runway center line, and a mere 380 ft from the runway threshold. Having to carefully navigate to a runway with buildings that close to it creates a very small margin for safety. While I understand this to be more of a retirement community, the possibility of pets or even children running off the property and into the path of approaching or departing aircraft is a real and potentially dangerous situation.

Anyway, there are more concerns that fall into these basic two categories.

The basic idea here is that residential developments are incompatible with airports when they are in such close proximity. I would encourage you to reconsider the use of the land where this development is planned.

Please don't hesitate to contact me if you have questions.

Thank you for your time and consideration.

Sincerely,
Alan Holmes
Westfield, IN

From: [Mike King](#)
To: [planners](#)
Subject: Traditions at Grand Park
Date: Sunday, December 4, 2022 2:37:54 PM

**WARNING: This external email is from
tbirdking@aol.com.**

My name is Michael King, I am a Westfield High School graduate and a long time Westfield resident. Additionally, I am a local pilot that has utilized the Westfield Airport since 1981. As a child, my father based his airplane at Westfield in the late 50's and early 60's. My oldest daughter flies her plane into Westfield Airport from Louisville for family visits.

Small airports are often under-appreciated by non-pilots and many city residents are unaware these airports even exist. In fact they are community treasures that need the support of local officials to help preserve them for the generations to come.

One of the biggest threats to these airports is encroachment of residential development. Local zoning is very important to this cause, helping keep residential development a safe distance from active runways. While the proposed development is a 55 and over community, visitors including children will introduce hazards to aircraft operations at Westfield that can and will include baseballs, footballs, bb guns, slingshots, and undoubtedly drones. A drone can easily bring down an aircraft attempting to take off or land.

From a pilot's perspective, the runway needs to be a very sterile environment, completely free of distractions as the most critical phases of flight are the take offs and landings. A simple softball hidden in the grass can spell disaster for a small plane as it could send the airplane off the side of the runway with serious consequences.

Let's be honest, children can be mischievous, it is completely foreseeable that a child would shoot a pellet gun or bb gun at an airplane from the back yard of one of the many houses bordering the runway. Even a laser aimed at a pilot could spell disaster. Children do not understand the possible consequences of their actions.

To say these are safety issues is a huge understatement.

It's inevitable that houses would be purchased by excited buyers with the knowledge that they are in extremely close proximity to a active runway only to later complain about airplane noise and activity. Some will make it their mission to close the airport because of a poor decision on their part to buy said house.

The Westfield Airport is a treasure to this community and needs to be protected from the encroachment of a residential development right against it's runway.

The property in question would be much better served as industrial or commercial development. Please do the right thing.

Respectfully,
Michael King

From: [Lori Radford](#)
To: [planners](#)
Subject: Ordinance 22-52: Traditions at Grand Park
Date: Sunday, December 4, 2022 6:23:44 PM

WARNING: This external email is from
lorireneeradford@yahoo.com

I am writing to express my concern about this project. It is proposed within close proximity to Wheeler Airport, which is a major safety concern. A previous residential project (Courtyards at Springmill) was withdrawn from consideration for this area for the same reason. Please do not approve this, or any other residential project in this location.

Sincerely,
Lori Radford
14601 Linn Ct, Westfield

[Sent from Yahoo Mail for iPhone](#)

From: [Frank Ingegno](#)
To: [planners](#)
Cc: [FRANK INGEGNO](#)
Subject: 2212-PUD-20, Ordinance 22-52; Traditions at Grand Park
Date: Sunday, December 4, 2022 6:27:36 PM

**WARNING: This external email is from
figenius@outlook.com.**

Sir/Madam,

I am a residential property owner in the town of Westfield. I also hangar my airplane at the Westfield Airport.

It has been brought to my attention that residential development is being considered for land adjacent to the Westfield Airport. Refer to 2212-PUD-20, Ordinance 22-52 and/or Traditions at Grand Park

Please consider the following concerns regarding this proposed project:

1) Safety concerns – with residential properties located adjacent to an active airport and runway, the risk of children and pets wandering onto the active runway creates a potential danger to pilots, children, residents and pets. One injured child or pet will most likely cause a ground swell of complaints against the airport.

2) Noise complaint concerns – it's a given that residents living near the active airport will be exposed to aircraft noise. This noise may be unpleasant for residents and their guests. The

airport is most heavily used in evenings and weekends, the same time most residents are in their homes. There will surely be complaints regarding any airport generated noise.

3) Bird strike hazard concerns - residential developments typically have large drainage retention lakes and ponds. These attract wildlife & birds that can cause a collision hazard with aircraft. The result of such collisions can be catastrophic to both pilots and residents on the ground.

4) This development violates Indiana Code 8-21-10 which prohibits noise sensitive buildings within 1,500' of a runway.

5) This development is counter to the Westfield Grand Park plan. For the success of Grand Park, that plan recommends commercial/corporate (not residential) development in the area surrounding Westfield Airport.

https://www.westfield.in.gov/egov/documents/1424891034_49485.pdf

We are not against sensible development of the land adjacent to the Westfield Airport. Sensible development would be commercial (not residential) development.

We request the City of Westfield follow the Westfield Grand Park plan which indicates commercial development is the best use for the land surrounding Westfield Airport.

We also request that any future development considered for any of the land surrounding the Westfield Airport be commercial in nature, not residential.

Thank you for your consideration.

Best regards,

Frank Ingegno
317-428-7741

Sent from [Outlook](#)

From: [Matt Marcum](#)
To: [APC](#)
Cc: [Caleb Ernest](#)
Subject: 101 W. 186th Street to Wheeler Landing PUD
Date: Monday, December 5, 2022 5:17:04 PM

**WARNING: This external email is from
mmarcum22@gmail.com.**

To Whom it May Concern,

My name is Matt Marcum, and I am writing this letter on behalf of myself and my father, Richard Marcum. We are the owners of 101 W. 186th Street. As I'm sure you are aware, there is currently a proposal to add our ~2.5 acres to the Wheeler Landing PUD, in order to be able to sell the property to the Leo Brown Group for a future development. Having attended the neighborhood meeting on Monday, 11/29, it has come to our attention that there may be some opposition to the proposal from the Wheeler family in regards to possible interference with their grass landing strip.

Upon hearing their arguments, it seemed quite clear from the statements made by Project Manager, Project Architect, a the group's attorney, that the proposed age-restricted community would certainly fall with the permitted usage of the property. I do not have the expertise to speak on many aspects of the arguments brought forth by the Wheeler family, other than anecdotal evidence. My grandparents bought this property nearly 65 years ago, I spent every other weekend here while growing up, and have lived here since 2006. The two main arguments I would like to address are 1. The noise from the planes taking off and landing could be a disturbance to the residents; and 2. The lighting from the proposed community could interfere with the pilots in night time landing. To the first issue, I cannot ever remember a time when I have ever heard one of the planes while indoors, and outdoors, on the busiest days (of which there are very few outside of their annual Aviation Day), it was comparable to a neighbor mowing their lawn, if even that. To the second point, there is not currently any lighting on the grass landing strip, which would make impossible any dusk, twilight, or night time usage, therefore, any neighborhood light could not interfere with the pilots and night time usage, as there simply isn't any in the first place.

As I have mentioned previously, my family has lived here for nearly 65 years, and I, for close to 20. I have personally witnessed the population grow from around 10,000 to upwards of 50,000. I have seen my rural, country home go from gravel roads, woods, and cornfields as far as the eye can see to being adjacent to one of the largest sporting complexes in the country. None of this was to our choosing, as we prefer a more private, rural lifestyle. Yet we have never once spoken up in opposition to the progress and expansion, up to and including everything involved with Wheeler Landing.

Putting my family's property up for sale was not an easy decision, and if I didn't truly believe that the proposed project was in the best interest of the community, I would've never signed off on it in the first place. This sale is my and my father's chance to move on with our lives and get back to the rural lifestyle we've always enjoyed, and get out of the way of progress. I believe the proposed facilities will be of great value to the city, and is something that is sorely missing from the community. As someone who has a family history that includes family members affected by dementia and Alzheimer's, having a dedicated memory care unit sitting directly on my (former) property is a very personal issue for me.

In closing, I am urging you to please allow us to add our small parcel of land to the much larger Wheeler Landing PUD, and allow us the right to sell our property and move on with our lives. I appreciate your time and consideration.

Thanks,
Matthew T. Marcum & Richard L. Marcum

From: [Jen Hasseld](#)
To: [planners](#)
Subject: APC Comments, 2212-PUD-20, Traditions at Grand Park
Date: Tuesday, December 6, 2022 9:24:30 AM

**WARNING: This external email is from
jenhasseld@gmail.com.**

Hello planners!

I am a Westfield resident and know that there is a proposal for new development as listed above. This would run right along the edge of Wheeler Airport's runway. I don't think this is a great idea for three reasons: 1. there are safety issues at stake and the residents wouldn't appreciate the noise from the planes overhead; 2. keep the area full of wildlife as building in Westfield is moving our animal populations out of their homes; 3. continue the aviation tradition and not clog up this particular area with more residential plots.

Thank you for your consideration!

Jen Hasseld
17259 Meggs St,

From: [Kevin Hoffer](#)
To: [planners](#)
Subject: Traditions at Grand Park
Date: Wednesday, December 14, 2022 10:39:33 AM

**WARNING: This external email is from
khoffer51@aol.com.**

Westfield City Planners:

I am a member of the Westfield EAA Chapter 1527 and fly into the Westfield Airport. It has come to my attention that the City Planners are considering a residential build at the northeast edge of the runway. This is a mistake.

Safety and noise complaints, residents and pets wandering onto the runway are a few examples of incompatibility. That is also where the planes are at low level as they make take off and landings.

Commercial/Industrial would be a better fit as is noted in the Westfield Grand Park plan.

Sincerely,
Kevin Hoffer
Westfield EAA Chapter 1527 Member

To: The Members of the APC

From: Andrew Wheeler
317-507-8281

Re: 2212-PUD-20 (Ordinance No. 22-52) Leo Brown Development, LLC

I am writing in order to request that you vote against this proposed amendment, as it is not in the best interest of the surrounding area. As a property that is right across the street from Grand Park, and one that is within the "Sports Corporate Campus" of the *Grand Park Economic Development Vision and Strategy*, it seems evident that this property should be a commercial development that is an amenity to Grand Park, not one that is using it as an amenity. This development does not provide a resource for guests of the park, it does not bring more teams to the park, nor does it provide any sports-related products or services to support the long-term success of the park.

Secondly, the reduced masonry requirement being proposed provides no benefit to the City. During the neighborhood meeting, the developers mentioned that the reduced requirement was due to their observation of other 3+ story buildings in the area. I find this hard to believe, as there are a multitude of examples along the route from their offices in Indianapolis to this site, along US31. Every hotel, most businesses, and even assisted living complexes (Woodland Terrance, Majestic Care, etc) that are over 3-story along that corridor meet this masonry requirement. They may be talking about apartments along other streets, or along the new John Dippel Blvd. However, those are not along Grand Park Blvd, directly across the street from one of the busiest sections of Grand Park, nor part of this PUD. Every other user in the Wheeler Landing PUD (including a school project) has been able to meet or exceed this requirement.

Third, it is not in the best interest of the existing neighbor, the Westfield Airport. This airport has been in operation for approximately 70 years and has always tried to be a good neighbor. It was originally built away from the city, and as the city builds closer and closer to it, we should be respectful and build compatible developments around it (commercial/industrial, not residential). The airport was established in 1954 and cannot, nor should it need to be, moved to accommodate others that want to join our community. The Westfield Airport is a unique amenity for our City. It hosts weekly visitors during the spring, summer and fall, including those that visit Grand Park for tournaments, pilots traversing the country on trips, and small businessmen who all use the field. We do not charge any fees to those guests nor to the City, and many times we provide transportation to Grand Park visitors to the games using our own vehicles. Other visitors fly in, use the EAA club provided bicycles to grab a bite to eat and ride on the Monon Trail. Again, at no cost to the user or the City. Why would we ruin this and intentionally place two incompatible uses next to each other? This can only cause future complaints and discord.

Lastly, it is not in the best interest of safety for our City to place any kind of a residential project abutting the approach/departure lane of an airport. There is no need to place this project in the proposed area when our City has plenty of other locations available that are not adjacent to a runway or within the airport noise sensitive area defined by Indiana law. The only plausible reason this site has been chosen by the developer is purely economic. Is it within the City's risk tolerance to allow this project at this location, jeopardizing community safety as a result of mixing two incompatible uses? Assuming the risk of mixing residents, their visitors, their pets and airplanes traveling at 60+ miles an hour is negligence. Only your common sense can weigh the cost. This incompatible land use was considered last year with Ordinance 21-47 the proposed Courtyards at Spring Mill Development. That petition was rightfully withdrawn after the APC meeting because the petitioner realized they did not have the support of the residents nor the leadership of our City. I implore you to communicate the same to this petitioner.

It is unfortunate that the majority of this project was mistakenly already approved for residential uses. I believe this mistake, and how it came about, have already been explained. It would be very easy for you to recommend this amendment to City Council; the majority of the amendment is simply adding adjoining land. However, that would be making the same mistake twice and also providing a precedent for other developers who look at this area in the future. A no vote, is not only appropriate, but also the correct answer for the best interest of our community.

From: [Jeff Morris](#)
To: [APC](#)
Subject: APC Comments, 2212-PUD-20
Date: Monday, February 6, 2023 1:19:43 PM

**WARNING: This external email is from
jeffery.w.morris@gmail.com.**

To Whom it May Concern,

We, the Wood Family, and our agent have reviewed the December 4th, 2022 letter submitted by Ryan Wheeler on behalf of Westfield Airport. We understand their concerns about the *Traditions at Grand Park* development, but are confident that we are within developmental rights as landowners to continue with this project.

An Assisted Living facility is one of the approved uses in the Wheeler PUD for our property. We have worked with the Leo Brown group to determine the best way to utilize our property while protecting the Wheeler grass airstrip. There has been several letters of interest and offers over the years; but have wanted to find the right fit for the property, community, and the City of Westfield. We are empathetic to the families that live in the surrounding areas and we want to offer them a place where their loved ones can live independently. We believe that the proximity to Grand Park will be beneficial to those who enjoy getting outside and watching the activities. Our family is looking forward to working with Leo Brown and the City of Westfield on this project.

Thank you for your time/consideration and we are excited for next steps.

Sincerely,

Jeff

--

Jeff Morris

415-312-4599

jeffery.w.morris@gmail.com

From: [Ryan Wheeler](#)
To: [APC; planners](#)
Cc: [wheeler.andy_](#)
Subject: 3/20 APC Workshop - Traditions at Grand Park
Date: Monday, March 20, 2023 2:56:24 PM

**WARNING: This external email is from
wheeler.ryan@westfieldairport.com.**

Advisory Plan Commission Members,

I appreciate your willingness to listen to my public comment regarding the Traditions at Grand Park on Feb 6th. The developer presented a layout for a retirement complex on ~14.5 acres. ~2.5 acres of that space are not approved for this use, while ~12 acres do allow this usage, per current zoning.

Please keep in mind that this amendment adds property to Wheeler Landing PUD Area III and therefore approves all uses listed in that PUD, not just the retirement complex presented. At least two other projects have created development plans for this site, yet fell through. If approved, the new owner would have the right to build other residential uses on the lot per this new zoning. This would have just taken an existing mistake and expanded it. Considering the impact to safety, the existing airport, and the Grand Park Economic Plan, it seems ill-advised to make the same mistake, and give that overall approval of use.

Please consider requiring an additional section to this ordinance in to mitigate that error. I propose adding:

Section 5.2.D: ““Noise sensitive purpose”, as defined by Indiana Code IC-8-21-10-2, applicable to the portion of Area III that is located inside the area described by IC-8-21-10-3(b)(3).” shall be added to the restricted uses list of the Wheeler Landing PUD, but not apply to this ordinance (Ord 22-52).”

In addition, with 11 of 13 public comment letters warning about safety and compatible-use issues (2 others were from the sellers), the INDOT restrictions against this land use so close to an airport, and all 10 FAA Aeronautical Study reports providing warnings for lighting, wildlife, and noise issues, it seems more important than ever that these issues are addressed in this stage of the planning process. Your upcoming workshop meeting seems like the most appropriate time to address these issues with the developer.

<!--[if !supportLists]-->1. <!--[endif]-->Lighting

Issue: Pilots flying or taxiing at night may be distracted or blinded by lights from the development.

Goal: Lighting within the development will not point directly toward the airport or above the horizon.

Possible Solution: General requirement or approval of specific lighting fixtures. (Similar to other projects with lighting concerns to neighbors; i.e. Community Heath project in/near Northpoint)

<!--[if !supportLists]-->2. <!--[endif]-->Wildlife/Ponds

Issue: Wildlife is a serious concern for aircraft. Retention ponds and other bodies of water can attract wildlife to the area. Airports try to eliminate open water completely.

Commercial properties generally try to keep their size at a minimum. Residential uses, on the other hand, include ponds as aesthetic features of the development and may increase their size and habitability to wildlife. Ref FAA Advisory Circular 150/5200-33 "Hazardous Wildlife Attractants on or near Airports" for more information.

Goal: Mitigate wildlife attractants.

Possible Solution: Ensure ponds are kept to the minimum size required and kept as far away from the runway as possible (current planned location and natural topography of the land already conform).

<!--[if !supportLists]-->3. <!--[endif]-->Airport/Runway Incursions

Issue: People and their pets have a desire to roam the areas surrounding their home. It's just basic nature. There is a significant increase in airport and runway incursions near residential areas, and this development shares a property line with the airport runway property. Commercial property also has a slight risk, but people are generally there to do a job, or make a transaction, and go home. Whereas most recreational time is spent around your home.

Grand Park is fenced and parking lots are gated in this area. There is no pedestrian access to the park for the residents unless sporting events are active. This means the open airport property is the natural place for people and pets to roam. This combination of an incompatible land use and removing the existing natural barrier to the airport, requires some sort of mitigation effort.

Goal: Discourage residents and pets from entering the airport property.

Possible Solution: A fence that is difficult to climb over (5'+) and gaps/slats narrow enough to prevent small pets from passing through. This fence should be located along the entire western property line and extend from the SW corner of the property to the east for a distance that would discourage walking around the end (suggest ~100' or the depth of the 6-plex housing unit closest to that corner).

<!--[if !supportLists]-->4. <!--[endif]-->Noise/Future Growth

Issue: Most people can handle noise for a certain period of time. However, at some point it can become too much, even if the level or frequency does not increase. This is typically a major concern for residential uses next to an airport. At some point, when enough people

are annoyed, it becomes the multitude of residents complaining versus the single airport. It never matters that the airport was there 70 years before their home was built. Then, each time the airport wants to make an improvement that could mean more traffic, it is shut down by public complaints during the approval process. The airport becomes stagnant and can't improve. The intent of this area of the city is to become the Sports Corporate Campus, which includes corporate offices, retail businesses and distribution. It is a very real possibility that these uses may encourage growth to the airport. Potentially, requiring larger hangars, fuel/maintenance sales, and a hard-surface runway.

Even without an improvement, the city and airport will eventually need to do something about the noise complaints we will receive. This generally starts with the city asking for unique traffic patterns and landing procedures so that planes will not fly directly over the residences. Then, it eventually leads to closure or some method to move the noise away from the residents. For this development, that can only come from reducing the runway length to move the landing point away further south.

The Westfield Airport runway is 3,000 ft long. If we end up having to reduce that, it would fall below the standard described by the INDOT airport classification guide for airports in Indiana that cater to small aircraft (general aviation). This reduces the safety factor for pilots, and makes the airport unusable to some aircraft. This includes aircraft currently based on the field, which is where previous comments about having to land on "a postage stamp" come from.

Goal: Avoid issues with future growth or modifications to the airport that would reduce its usability.

Possible Solution: Letter from the developer indicating that they, and subsequent owners, are aware of the concerns and will not deter future growth, seek closure of, or reduction in size of the airport.

Thank you,

Ryan Wheeler

Westfield Airport

wheeler.ryan@westfieldairport.com

ORDINANCE NUMBER XX-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 (the “**UDO**”);

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “**Commission**”) considered a petition (Petition No. XXXX-PUD-XX), requesting an amendment to the UDO 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, 202X;

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 “**Health and Fitness Club**” shall mean a facility that provides physical fitness, sports and recreational classes, programs and activities (e.g. the use of weight-lifting equipment, running and aerobic exercise equipment, indoor and outdoor swimming pools, game courts); health related services (e.g. chiropractic services, physical therapy, medical services, massage services, blood draws, physical therapy, wellness and metabolic assessments); and other ancillary and supporting uses (e.g. child-care and activity services, day spas, professional offices, wellness center services, indoor and outdoor sale of food and beverages, retail sales of health and fitness related items, salons, nutritional centers and membership sales offices).

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 four (4) areas, as depicted on the Concept Plan and labeled as the “**Health Hub**”, “**Courtyard Homes**”, “**Townhomes**” and “**Village 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 Districts. The Underlying Zoning District of the Courtyard Homes Area shall be the SF-4: Single-Family High-Density District. The Underlying Zoning District of the Townhomes Area shall be the SFA: Single-family Attached District. The Underlying Zoning District of Health Hub and Village Hub Areas shall be the LB: Local and Neighborhood Business District (collectively, the “**Underlying Zoning Districts**”).

Section 5. Permitted Uses. The uses identified in this Section (the “**Permitted Uses**”), shall be the only uses permitted in the Areas.

5.1 The following use shall be permitted in the Health Hub Area: Health and Fitness Club.

5.2 The following uses shall be permitted in the Village Hub Area:

- 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

5.3 Courtyard Homes Area: A maximum number of 35 Courtyard Homes shall be permitted. A sales trailer, model homes and recreational amenities shall also be permitted.

5.4 Townhomes Area: A maximum of 40 Townhome Dwellings shall be permitted. A sales trailer, model homes and recreational amenities shall also be permitted.

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 Health Hub Development Standards: The following development standards shall be applicable to any Building within the Health Hub Area:

- A. Article 4.14(E) shall not apply. There shall be no zoning setback requirements within the Health Hub Area.

- B. Article 4.14(F) shall not apply. Instead the following Maximum Building Height standards shall apply: Fifty (50) feet.
- C. Article 4.14(G) shall not apply within the District.
- D. Article 4.14(H) shall not apply. Instead, the maximum ground level square footage of a Building within the Health Hub Area shall be 65,000 SF.

6.2 Village Hub Development Standards: The following development standards shall be applicable to any Building within the Village Hub Area:

- A. Article 4.14(E) shall not apply. There shall be no zoning setback requirements within the Village Hub Area.
- B. Article 4.14(F) shall not apply. Instead the following Maximum Building Height standards shall apply: Two (2) Stories.
- C. Article 4.14(G) shall not apply within the District.

6.3 Courtyard Homes Development Standards: The following development standards shall be applicable to the homes in the Courtyard Homes Area:

Minimum Lot Area	6,000 SF
Minimum Lot Frontage	35'
Minimum Building Setback Lines	
Front Yard*	20'
Side Yard	5'
Rear Yard	20'
Minimum Building Separation	10'
Minimum Lot Width	52'
Maximum Building Height	1 ½ Stories
Minimum Living Area (Total)	1,400 SF

* Each Courtyard Home shall provide a driveway with a minimum length of twenty (20) feet as measured between the garage door and the Street right-of-way line. The distance between the front porch, front door or courtyard fence and the Street right-of-way line shall be a minimum of ten (10) feet.

6.4 Townhomes Development Standards: The following development standards shall be applicable to Buildings in the Townhomes Area:

Minimum Lot Area	No Minimum
Minimum Lot Frontage	No Minimum
Minimum Building Setback*	
Front Yard	0'
Side Yard	0'
Rear Yard	0'

Minimum Distance Between Buildings	15'
Maximum Lot Coverage	No Maximum
Minimum Lot Width	No Minimum
Maximum Dwelling Units Per Building	4
Maximum Building Height	2 Stories
Minimum Living Area (Total) Per Dwelling Unit	1,700 SF

*Each Townhome Dwelling shall provide a driveway with a minimum length of twenty (20) feet as measured between the garage door and the edge of pavement. A minimum of one (1) additional visitor parking space per each four (4) Townhomes shall be provided in addition to the two (2) off-street spaces being provided in each driveway. Article 4.9(H)(2) Building Staggering Requirement shall not apply. Article 4.9(J) Project Perimeter Setback shall not apply. Buildings in the Townhomes Area shall be setback at least thirty (30') from the Towne Road right-of-way line.

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 Village Hub Area and Health Hub Area. References of the Overlay Architectural Standards to the State Highway 32 Right-of-way line shall apply to the 146th Street and Towne Road rights-of-way lines.

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 146th Street and Towne Road.

8.2 Article 6.3 Architectural Standards:

A. Health Hub. . Article 6.3 Architectural Standards shall not apply to the Health Hub. Instead, the Overlay Architectural Standards (incorporated in Section 7 of this Ordinance) shall be supplemented by the images attached hereto as Exhibit C (“**Health Hub Character**”), which are intended to conceptually illustrate the anticipated character and quality of the Building to be constructed within the Health Hub Area. References of the Overlay Architectural Standards to the State Highway 32 right-of-way line shall apply to the 146th Street and Towne Road right-of-way lines.

B. Village Hub. Article 6.3 Architectural Standards shall not apply to the Village Hub. Instead, the Overlay Architectural Standards (incorporated in Section 7 of this Ordinance) shall be supplemented by the images attached hereto as Exhibit D (“**Village Hub Character**”), which are intended to conceptually illustrate the anticipated character and quality of the Buildings to be

constructed within the Village Hub Area. References of the Overlay Architectural Standards to the State Highway 32 right-of-way line shall apply to the 146th Street and Towne Road right-of-way lines.

- C. Courtyard Homes. Article 6.3 Architectural Standards shall not apply to the Courtyard Homes Area. Instead, the following standards shall apply.
1. Building Elevations: Attached hereto and incorporated herein by reference as Exhibit E (“**Courtyard Homes 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.
 2. 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.
 3. 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.
 4. 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.
 5. 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.
 6. Shingles. All homes shall have dimensional or architectural grade shingles.
 7. 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.
- D. Townhomes. Article 6.3 Architectural Standards shall not apply. Instead, the following architectural standards shall apply to the Townhomes Area:
 - 1. Building Elevations: Attached hereto and incorporated herein by reference as Exhibit F (“**Townhomes Character**”) are typical building elevations, depicting the character of the homes to be constructed upon the Real Estate. The Developer proposes ten (10) Buildings, each containing four (4) Dwellings. The floorplans are not repeated within a Townhome Building, resulting in a building elevation that enhances the overall architectural character of the larger Townhome Building.
 - 2. Building Materials: The Townhomes 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.
 - 3. 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.
 - 4. Building Height: All homes in the Townhomes Area shall be regulated under the provisions of the UDO as a single story Dwelling Unit.
 - 5. Minimum Overhangs: All Buildings 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.

6. 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.
7. Shingles. All Buildings shall have dimensional or architectural grade shingles.
8. 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.

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

- A. Street Trees: Article 6.8(J) Street Trees shall only apply within the Courtyard Homes Area, as modified below:
 1. One (1) street tree shall be required per Dwelling Unit lot, per frontage. Street trees shall be permitted to be located outside the public right-of-way within ten (10) feet of the right-of-way.
 2. Along public rights of way adjacent to Common Areas, a minimum of one (1) street tree shall be provided per fifty (50) feet.
- B. External Street Frontage: Article 6.8(M) External Street Frontage Landscaping Requirements shall not apply.
 1. Townhomes Area. Within the area between the Townhome Buildings and the Towne Road right-of-way there shall be a thirty (30) foot buffer yard containing a minimum of one (1) shade or ornamental tree per thirty (30) feet and ten (10) shrubs and/or ornamental grasses per one hundred (100) feet of Towne Road right of way frontage. In addition to the buffer yard landscaping, a black four rail horse fence shall extend along the right of way.

- C. Buffer Yard Landscaping. Article 6.8(N) Buffer Yard Requirements shall not apply. Instead, Buffer Yard landscaping shall be provided within a sixty (60) feet setback along the west property line. The buffer yard landscaping shall include a minimum of four (4) shade trees, four (4) evergreen trees and ten (10) shrubs per one hundred (100) lineal feet. In addition to the buffer yard landscaping, an eight (8) feet tall fence shall be installed from the existing fence on the west property line of the District, extending the length of the Courtyard Homes Area abutting the west property line of the District. Said fencing shall not be required along the portion of the west property line adjacent to a storm water detention pond.
- D. Tree Preservation. Any trees within ten (10) feet of the west 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 these areas shall not be disturbed by the Developer unless required by the City, or for drainage/utility installation.
- E. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall not apply. Instead the following standards shall apply:
1. At a minimum, all Established Front Yards shall be sodded and the remainder of the Lot shall be seeded.
 2. Townhome Buildings shall be landscaped with foundation landscaping to include at least four (4) shrubs and one (1) 1 shade, evergreen or ornamental tree per Dwelling Unit. Each Townhome Building located on a corner shall have one (1) additional shade tree in the yard adjacent to the side elevation of the Building.
 3. Buildings in the Courtyard Homes Area shall be landscaped with at least ten (10) shrubs and one (1) ornamental tree per Dwelling Unit in each Front Yard. Each Building on a Corner Lot shall have one (1) additional Shade Tree in the Front Yard adjacent to the side elevation of the Building. Buildings abutting the pond area shall have an additional two (2) shade, evergreen or ornamental trees planted between the Building and the pond. 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.

8.4 Sign Standards.

- A. One (1) Nonresidential Center Monument Sign, in compliance with the standards set for in Article 6.17(J)(2)(a)(ii), shall be permitted within the Health Hub Area. Such sign shall be located at least one hundred (100) feet away from the Townhomes Area.

- B. One (1) Nonresidential Center Monument Sign, in compliance with the standards set for in Article 6.17(J)(2)(a)(ii), shall be permitted within the Village Hub Area.
- C. One (1) Residential Monument Sign, in compliance with Article 6.17(G)(1), shall be permitted at the entrance of the Townhomes Area along Towne Road.
- D. A maximum of one (1) Residential Sign, shall be permitted at each intersection in the Townhomes and Courtyard Homes Areas with the Boulevard Street. Signs shall be a double-sided hanging post sign with a masonry base. The height of each sign shall not exceed eight (8) feet (not including post) and shall not exceed twenty (20) square feet of area per sign face.
- E. Wall Signs shall be permitted in accordance with Article 6.17(J)(5) of the UDO for Buildings in the Village Hub and Health Hub. For purposes of this Section, a Front Façade may be either a Building Façade possessing the primary entrance of a Building or a Building Façade facing an External Street (or frontage road thereto). Wall Signs shall not be internally illuminated. Any Wall Sign illumination shall consist of gooseneck down lighting or reverse channel letters (also known as halo-lit channel letters) with illumination behind their shape.

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. Open Space and Amenity Standards. Article 8.6 shall not apply.

Section 10. 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 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, 2023.

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

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 Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE XX-XX** was delivered to the Mayor of Westfield on the XX day of XXXX, 2023, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE XX-XX**

this _____ day of XXXX, 2023.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE XX-XX**

this _____ day of XXXX, 2023.

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

“Real Estate”

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;

THENCE SOUTH 89 DEGREES 35 MINUTES 50 SECONDS WEST 409.99 FEET TO THE EAST LINE OF INSTRUMENT #200100027371 IN SAID RECORDERS 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;

11) THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 141.35 FEET;

12) THENCE NORTH 27 DEGREES 18 MINUTES 29 SECONDS WEST 121.54 FEET;

13) THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST 146.55 FEET;

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.

ALSO:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION BEING SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST, (ASSUMED BEARING) 1094.71 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 1238.09 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 02 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE 97.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 281.29 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 36 SECONDS WEST, 299.12; *THENCE* NORTH 00 DEGREES 48 MINUTES 59 SECONDS EAST, 120.50 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 02 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE, 383.41 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH SAID EAST LINE, 406.32 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST, PARALLEL WITH SAID SOUTH LINE, 86.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.643 ACRES, MORE OR LESS.

ALSO:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 3 EAST, 1094.7 FEET SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST (ASSUMED BEARING) FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST ON SAID SOUTH LINE 250.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER 1328.80 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 02 SECONDS EAST PARALLEL WITH SAID SOUTH LINE 43.70 FEET TO A FENCE LINE; THENCE NORTH 01 DEGREES 29 MINUTES 33 SECONDS EAST ALONG SAID FENCE LINE 195.23 FEET TO A FENCE CORNER; THENCE SOUTH 89 DEGREES 33 MINUTES 36 SECONDS EAST ALONG AN EXISTING FENCE LINE AND PROLONGATION THEREOF 299.12 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS PARALLEL WITH SAID EAST LINE 281.29 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST PARALLEL WITH SAID SOUTH LINE 97.90 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS PARALLEL WITH SAID EAST LINE 1238.09 FEET TO THE PLACE OF BEGINNING, CONTAINING 9.166 ACRES, MORE OR LESS.

EXCEPT:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION BEING SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST, (ASSUMED BEARING) 1263.46 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST, ALONG SAID SOUTH LINE 81.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 1328.80 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 02 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE, 43.70 FEET; THENCE SOUTH 02 DEGREES 18 MINUTES 02 SECONDS WEST, 329.55 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 40 SECONDS EAST, 51.42 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, 999.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.152 ACRES, MORE OR LESS.

EXHIBIT B
“Concept Plan”



- 1 - Health Hub
- 2 - Courtyard Homes
- 3 - Townhomes
- 4 - Village Hub

EXHIBIT C

“Health Hub Character”

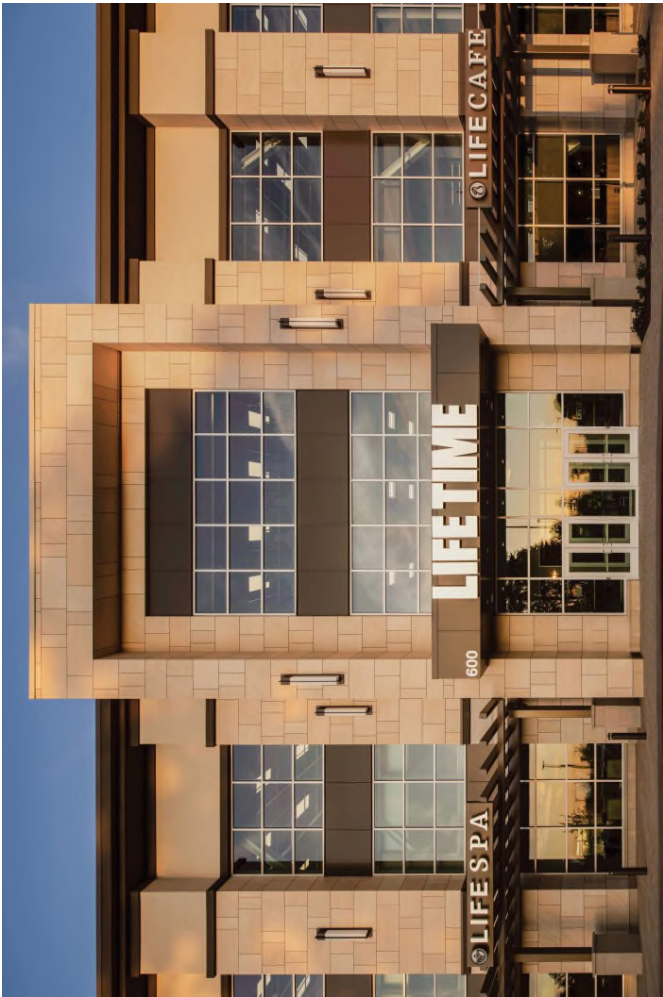


EXHIBIT D
“Village Hub Character”



EXHIBIT E

“Courtyard Homes Character”

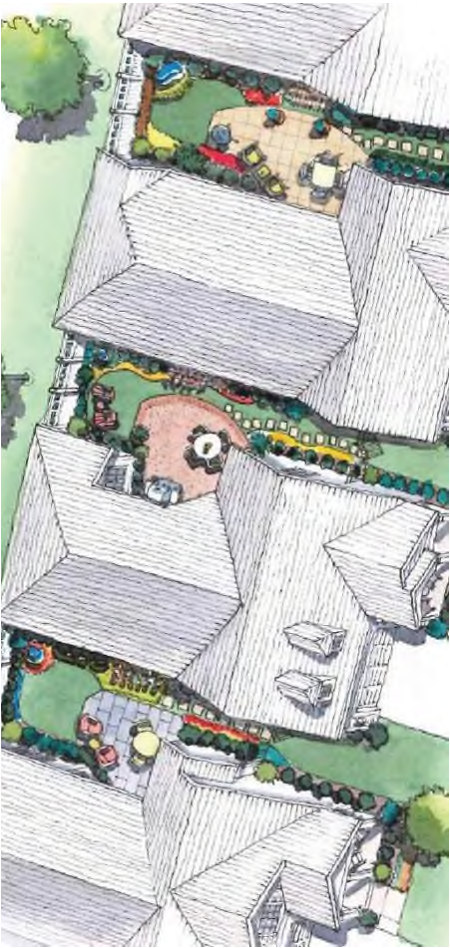


EXHIBIT F
“Townhomes Character”



TOWNHOME - FULL BUILDING

EXHIBIT G-1.1



TOWNHOME - END UNIT



TOWNHOME - MIDDLE UNIT



TOWNHOME - MIDDLE UNIT



TOWNHOME - END UNIT

TRUST INDENTURE
BETWEEN
CITY OF WESTFIELD, INDIANA
AND
BOKE, NA,
AS TRUSTEE

\$9,900,000
City of Westfield, Indiana
Economic Development Tax Increment Revenue Bonds, Series 2023
(Front Street Project – Federally Taxable)

Dated as of [October] 1, 2023

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of [October] 1, 2023 (the "Indenture") by and between the CITY OF WESTFIELD, INDIANA (the "City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana, and _____, an Indiana banking corporation authorized to accept and execute trusts of the character herein set out, having a corporate trust office in _____, Indiana, as trustee (the "Trustee"),

WITNESSETH:

WHEREAS, Indiana Code 36-7-11.9 and -12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the City to issue revenue bonds and to use the proceeds therefrom for the purpose of financing and refinancing the cost of acquisition, construction, installation and equipping of economic development facilities and vests the City with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the City has induced Lantern Commons Master LLC, an Indiana limited liability company, organized, existing and authorized to do business under the laws of the State of Indiana ("Developer"), to proceed with the Public Improvements Project (as defined herein) and the Project (as defined herein) in the jurisdiction of the City by offering to issue its Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project – Federally Taxable) (the "Bonds") in the aggregate principal amount not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000), pursuant to this Indenture and to provide a portion of the proceeds thereof to Developer pursuant to the Financing Agreement of even date herewith (the "Financing Agreement") for the purpose of paying or reimbursing the Improvement Costs (as defined herein) including capitalized interest, if any, and costs of issuance of the Bonds; and

WHEREAS, after giving notice in accordance with the Act, the Economic Development Commission of the City held a public hearing on August 21, 2023 with regard to the proposed Public Improvements Project and the financing thereof and, on August 21, 2023, adopted a resolution finding that the proposed Public Improvements Project and the financing thereof will (i) create or retain employment opportunities in and near the City; (ii) benefit the health and general welfare of the citizens of the City and the State of Indiana; and (iii) comply with the purposes and provisions of the Act; and

WHEREAS, the Act provides that such Bonds may be secured by a trust indenture between the City and a corporate trustee; and

WHEREAS, the Financing Agreement provides for the use of the proceeds of the Bonds by Developer to complete the Public Improvements Project; and

WHEREAS, the execution and delivery of this Indenture, and the issuance of the Bonds hereunder, have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Common Council of the City; and

WHEREAS, Indiana Code 36-7-14 provides that the redevelopment commission of the City may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Bonds; and

WHEREAS, the Redevelopment Commission of the City (the "Redevelopment Commission") has, by resolution, irrevocably dedicated and Pledged Net TIF Revenues (as hereinafter defined) for the repayment of the Bonds and Taxpayer Payments, and the City has provided for the payment of debt service from available RIF and available PIF related to the Public Improvements Project; and

WHEREAS, the Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

[FORM OF BOND]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF WESTFIELD, INDIANA
ECONOMIC DEVELOPMENT
TAX INCREMENT REVENUE BONDS, SERIES 2023
(FRONT STREET PROJECT – FEDERALLY TAXABLE)

No. R-

<u>Interest Rate</u>	<u>Dated Date</u>	<u>Authentication Date</u>
Defined Below	[October] __, 2023	[October] __, 2023

Registered Owner: LANTERN COMMONS MASTER LLC

Principal Amount: NINE MILLION NINE HUNDRED THOUSAND DOLLARS

(\$ 9,900,000)

The City of Westfield, Indiana (the "City" or "Issuer"), a municipal corporation organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments of Pledged Net TIF Revenues, Taxpayer Payments, PIF and RIF (each as defined in the hereinafter defined Indenture) hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above, or such lesser amount as has been advanced as set forth on Exhibit B attached hereto, on February 1 and August 1 on the dates and in the amounts set forth on Exhibit A attached hereto, unless this Bond shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof in like money, but solely from said payments, at the per annum interest

rate adjusted from time to time at an index rate equal to the 30-day CME TERM Secured Overnight Financing Rate (SOFR) plus 270 basis points calculated on the actual number of days elapsed at a daily rate based upon a year of 360 days with such rate being adjusted every 30 days thereafter with adjustments in the index rate ("Index Rate"), provided, however, such resultant per annum rate shall never be less than Five and 50/100 Percent (5.50%) nor more than Eight and no/100 Percent (8.00%) ("Interest Rate") commencing on February 1, 2024, and on each February 1 and August 1 thereafter until the Principal Amount is paid in full. Interest shall accrue on each advance from the date of that advance.

The proceeds of this Bond may be advanced from time to time at the request of the Developer (as herein defined). As advances are made, the unpaid principal amount of this Bond shall be the total amounts advanced by the Registered Owner from time to time, less any application of RIF and PIF to the Principal Amount under Section 3.01 of the Indenture or prior redemption of the principal amount due, as set forth on Exhibit B hereto. The principal amounts advanced shall be evidenced by the execution by Developer of a Disbursement Request (as defined in the Indenture) in form and substance satisfactory to the Registered Owner.

The principal of this Bond is payable in such coin or currency which, on the dates of payment, is legal tender for the payment of debts due in the United States of America, at the principal corporate trust office of _____, as trustee (the "Trustee"), in the City of _____, Indiana. The interest is payable by check or draft drawn on the Trustee and mailed to the Registered Owner hereof. Upon the written request of a Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds of this issue delivered to the Trustee at least 30 days prior to an interest payment date, all payments of principal of and interest on such Bonds shall be paid by wire transfer in immediately available funds to an account designated by such Registered Owner in its request, which request shall remain in effect until revoked. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding Business Day. The Trustee shall wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City Time), so long as sufficient funds have been collected and are on deposit with the Trustee in a timely manner for such purpose.

This Bond is the only one issued under the Trust Indenture (the "Indenture"), dated as of [October] 1, 2023, between the City and the Trustee, designated City of Westfield, Indiana Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project – Federally Taxable) (hereinbefore and hereinafter, the "Bond"), dated [October] __, 2023 and issued in the aggregate principal amount not to exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000). The Bonds are being issued for the purpose of providing funds to Lantern Commons Master LLC ("Developer") to finance construction of certain roads, road extensions, traffic signals and signal improvements, storm water infrastructure, together with all necessary appurtenances, related improvements and equipment, capitalized interest, if any, and costs of issuance of the proposed financing (collectively, the "Public Improvements Project") in the Lantern Commons Economic Development Area (the "Area"). Proceeds of the Bonds will be provided to Developer pursuant to a Financing Agreement dated as of [October] 1, 2023 (the "Financing Agreement") between the Developer and the City which prescribes the terms and conditions under which the Developer shall use proceeds of the Bonds.

The Bonds are issued under and entitled to the security of the Indenture, duly executed and delivered by the City to the Trustee, pursuant to which Indenture the Pledged Net TIF Revenues, Taxpayer Payments PIF and RIF and all rights of the City under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Financing Agreement, are pledged and assigned by the City to the Trustee as security for the Bonds. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly Indiana Code 36-7-11.9 and -12 (the "Act"), and by appropriate action duly taken by the City which authorizes the execution and delivery of the Indenture. The Bonds have been issued in conformity with the provisions, restrictions and limitations of the Act.

Reference is made to the Indenture and to all indentures supplemental thereto for a description and extent of the security, the rights, duties and obligations of the City and the Trustee, the rights of the owner of this Bond, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

Pursuant to its Resolution No. ____-2023, the Westfield Redevelopment Commission (the "Redevelopment Commission") has irrevocably dedicated and pledged to the payment of the Bonds the Pledged Net TIF Revenues from the Front Street Allocation Area as established by the Redevelopment Commission and more particularly described in the Indenture and the Taxpayer Payments, and the City has authorized available PIF and RIF received in connection with the Public Improvements Project to be applied to the payment of the payment of Improvement Costs and the redemption of principal of the Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS BOND AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Bonds.
2. It is familiar with the Issuer, the Westfield Redevelopment Commission ("Redevelopment Commission") and the Westfield Redevelopment District ("District"); it has received such information concerning the Issuer, the Redevelopment Commission, the District, the Bonds, the Pledged Net TIF Revenues, the Taxpayer Payments, PIF and RIF as it deems to be necessary in connection with investment in the Bonds. It has received, read and had an opportunity to comment upon and has consented to the provisions of the Bonds, the Indenture and the Financing Agreement. Prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer concerning the terms and conditions of the Bonds, the Taxpayer Agreement, the tax status of the Bonds, legal opinions and enforceability of remedies, the security therefor, property tax credits limiting the collection of Pledged Net TIF Revenues (as further described below), the availability of Taxpayer Payments described in the Bond Ordinance, Indenture and Financing Agreement, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Taft Stettinius & Hollister LLP or O.W. Krohn & Associates, LLP for information concerning the financial status of the Issuer or the financial ability of the Issuer to honor its

financial obligations or other covenants under the Bonds, the Indenture or the Financing Agreement.

3. It understands that the collection by the Issuer and the Redevelopment Commission of the Pledged Net TIF Revenues may be limited by operation of Indiana Code 6-1.120.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property. It further understands that the Issuer does not have the authority to levy a tax to pay principal of or interest on the Bonds or to levy a tax or borrow money to make up for any shortfall due to the application of the tax credits described in this paragraph.

4. It is acquiring the Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

5. It understands that the Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Bonds only if the Trustee shall first have received: (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts; or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer; or (iii) a certificate stating that they reasonably believe that the transferee is a "Qualified Institutional Buyer" within the meaning of Section (a) of Rule 144A ("Rule 144A") promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Bonds.

6. It has investigated the security for the Bonds, including the availability of Pledged Net TIF Revenues, Taxpayer Payments, PIF and RIF to its satisfaction, and it understands that the Bonds are payable only from Pledged Net TIF Revenues, Taxpayer Payments, PIF and RIF, to the extent any such payment sources are collected.

7. It understands that the Taxpayer Agreement will not be executed as of the date of delivery of the Bonds and that there can be no assurance that parties responsible for making Taxpayer Payments under the Taxpayer Agreement will execute such Taxpayer Agreement or that there will be sufficient funds collected under the Taxpayer Agreement to ensure timely payment of debt service on the Bonds.

8. It recognizes that the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. It also recognizes that by rendering such opinions, the attorneys do not become insurers or guarantors of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of the opinions guarantee the outcome of any legal dispute that may arise out of the transaction.

9. It understands that interest on the Bonds is taxable for federal income tax purposes.

10. It understands that the Issuer has no continuing disclosure obligations on the Bonds.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor. The Trustee shall not be required to transfer or exchange this Bond after the mailing of notice calling this Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The City and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. The Bonds are issuable in the denominations of \$100,000 and any \$1,000 integral multiple thereafter as fully registered Bonds. The Bonds may not be registered to bearer. Subject to the limitations and upon payment of the charges provided in the Indenture, the Bonds may be exchanged for a like aggregate principal amount of registered Bonds of the same maturity of authorized denominations.

If funds are on deposit in the Bond Fund pursuant to Section 5.01 of the Indenture, the Bonds shall be subject to redemption prior to maturity on any date, upon fifteen (15) days' notice, in whole or in part in such order as the City shall direct in writing and by lot within maturities, at one hundred percent (100%) of the principal amount thereof, without any premium, plus accrued interest to the date of redemption.

In the case of redemption of Bonds, notice of the call for any such redemption identifying the Bonds, or portions of fully registered Bonds to be redeemed, shall be given by mailing a copy of the redemption notice by first-class mail not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds. The redemption notice shall be a written and dated notice from the Trustee that (a) identifies the Bonds to be redeemed by the name of the issue (including the name of the City and the series designation), CUSIP number, if any, date of issue, interest rate, maturity date and any other descriptive information the Trustee deems desirable to identify accurately the Bonds to be redeemed and, if only a portion of the Bonds will be redeemed, the certificate numbers and the principal amount of those Bonds to be redeemed, (b) identifies the date on which the notice is published and the date on which the Bonds will be redeemed, (c) states the price at which the Bonds will be redeemed, (d) states that interest on the Bonds or the portions of them called for redemption will stop accruing from the redemption date if funds sufficient for their redemption and available for that purpose are on deposit with the Trustee on the redemption date, (e) states that payment for the Bonds will be made on the redemption date at the principal corporate trust office of the Trustee during normal business hours upon the surrender of the Bonds to be redeemed in whole or in part and (f) identifies by name and telephone number a representative of the Trustee who may be contacted for more information. On and after the redemption date specified in the aforementioned notices, such Bonds, or portions thereof, thus called (provided funds for their redemption are on deposit at the place of

payment) shall not bear interest, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture, and the Registered Owners thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

In the event of a partial redemption of any single Bond, there shall be no cost or charge to the Registered Owner for the transfer or exchange of a new Bond for the unredeemed portion.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the City, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the City, the State of Indiana or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the City, the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the City and are payable solely and only from the trust estate consisting of the funds and accounts held under the Indenture, the Pledged Net TIF Revenues, PIF, RIF and Taxpayer Payments pledged and assigned for their payment in accordance with the Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the City, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the City, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The City has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Westfield Economic Development Commission, the Redevelopment Commission, the City or of any member, director, officer, agent, attorney or employee of the Westfield Economic Development Commission, the Redevelopment Commission or the City in his or her individual capacity, and neither the Westfield Economic Development Commission, the Redevelopment Commission, the City nor any member, director, officer, agent, attorney or employee of the Westfield Economic Development Commission, the Redevelopment Commission, or the City executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of the Bonds issuable under the Indenture and then outstanding may become or be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The City's obligation to pay Pledged Net TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Bond have been duly authorized by the City.

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

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Bond to be executed in the name of the City and on its behalf by the manual or facsimile signature of the Mayor of the City, and the corporation seal (or a facsimile thereof) of the City to be hereunto attached and attested by the manual or facsimile signature of the Clerk-Treasurer of the City, as of the Dated Date set forth above.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Trust Indenture.

as Trustee

By: _____
Authorized Representative

The following abbreviations, when used in the inscription of the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM
JT TEN

as tenants in common
as joint tenants with right of survivorship and not
as tenants in common

UNIF TRAN MN ACT - _____
(Cust)

Custodian _____
(Minor)

under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

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

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

(please print or typewrite name and address of Transferee)

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 to 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.

Exhibit A

Maturity Schedule

Date

Amount

Exhibit B

SCHEDULE OF ADVANCES OF CITY OF WESTFIELD, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 2023
(FRONT STREET PROJECT – FEDERALLY TAXABLE)

Date	Amount Advanced	Amount of Payment	Outstanding Balance	Acknowledgment of City	Acknowledgment of Trustee
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(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in said Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders thereof, the City has executed and delivered this Indenture, and by these presents does hereby assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described (the "Trust Estate"):

GRANTING CLAUSES

DIVISION I

All right, title and interest of the City in and to the Pledged Net TIF Revenues (such pledge of Pledged Net TIF Revenues to be effective as set forth in Indiana Code 5-1-14-4 and Indiana Code 36-7-14-39 without the filing or recording of this Indenture or any other instrument), the Financing Agreement (except the rights reserved to the City), RIF, PIF and Taxpayer Payments deposited with the Trustee hereunder;

DIVISION II

All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except moneys or Government Obligations deposited with the Trustee pursuant to Section 11.01 hereof) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with their written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the equal and ratable benefit and security of all and singular the holders of all Bonds issued hereunder, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Bond or as between principal and interest, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, are as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.01 Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means, collectively, Indiana Code 36-7-11.9 and -12, as supplemented and amended.

"Affiliate" means an entity which directly or indirectly controls, is controlled by or is under common control with, Developer. For purposes of this provision, "control" (including the terms "controls", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

"Allocation Area" means the Front Street Allocation Area.

"Annual Fees" means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the City related to monitoring Tax Increment and any issues arising related to the Bonds or the Public Improvements Project.

"Authorized Representative" means (i) with respect to the City, the Mayor, the Clerk-Treasurer of the City or a designated representative or official of the Redevelopment Commission (or such other officer of the City as the City shall notify Developer and the Trustee in writing as being an Authorized Representative, with evidence of such authority); and (ii) with respect to Developer, _____ (or such other officer as Developer shall notify the City and the Trustee in writing as being an Authorized Representative, with evidence of such authority).

"Bonds" means the City's Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project - Federally Taxable) dated [October] __, 2023, in the aggregate principal amount not to exceed \$9,900,000 and any bonds issued pursuant to this Indenture, including the Bonds.

"Bondholders" means registered owners of the Bonds, initially being Lantern Commons Master LLC, or an affiliate or designee thereof.

"Bond Fund" means the Bond Fund established by Section 4.02 of this Indenture.

"Bond Issuance Costs" means namely the costs, fees and expenses incurred or to be incurred in connection with the issuance and delivery of the Bonds, including financial, legal, publication costs, filing and recording fees, preparing and printing the Bonds and the documentation supporting the issuance of the Bonds, costs of reproducing documents, and any other costs of a similar nature reasonably incurred.

"Bond Ordinance" means Ordinance No. 23-15 adopted by the Common Council of the City on September 11, 2023, authorizing and approving the issuance, sale and delivery of the Bonds, and approving the Financing Agreement, this Indenture and related matters.

"Bond Purchaser" means Lantern Commons Master LLC.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York or the city in which the designated corporate trust office of the Trustee is required or authorized by law to be closed or (iii) a day on which the New York Stock Exchange or the payment system of the Federal Reserve System is not operational.

"City" means the City of Westfield, Indiana, a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

"Debt Service Coverage Ratio" shall have the meaning assigned in the Financing Agreement.

"Developer" means Lantern Commons Master LLC, and its successors and assigns under the Financing Agreement.

"Developer Parties" means, with respect to the Public Improvements Project or any portion thereof, the Financing Agreement or this Indenture: (a)(i) any Affiliate, (ii) developers working under contract with Developer or any Affiliate; (iii) joint owners of the Project or any portion thereof, (iv) joint (or other) ventures with Developer or any Affiliate, (v) lessees of property in the Allocation Area from Developer or any Affiliate, (vi) lessors of property in the Allocation Area to Developer or any Affiliate, and (vii) trusts (business or other) established with or for the benefit of Developer or any Affiliate of the Project or any portion thereof, and (b) their successors and assigns.

"Development Agreement" means the Development Agreement, dated as of September 12, 2023, between the City, the Redevelopment Commission and the Developer, and all amendments and supplements thereto.

"Disbursement Request" means the request described in Section 4.03 of this Indenture.

"Economic Development Commission" means the Westfield Economic Development Commission.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Event of Default" means those events of default specified in and defined by Section 7.01 hereof

"Financing Agreement" means the Financing Agreement, dated as of [October] 1, 2023, between Developer and the City, and all amendments and supplements thereto.

"Improvement Costs" shall have the meaning assigned in the Development Agreement.

"Indenture" means this Trust Indenture dated as of [October] 1, 2023, between the City and the Trustee, and all amendments and supplements thereto.

"Issuer" means the City.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash or investments shall have been theretofore deposited with the Trustee pursuant to Section 11.01 hereof; and

(c) Bonds in lieu of which others have been authenticated under Sections 2.08 or 2.09 hereof.

"Paying Agent" means the Trustee pursuant to Section 11.07 hereof.

"PIF" shall have the meaning assigned in the Development Agreement.

"Pledge Resolution" means Resolution No. 06-2023 adopted by the Redevelopment Commission on August 21, 2023, pledging the Pledged Net TIF Revenues and Taxpayer Payments to the payment of the Bonds.

"Pledged Net TIF Revenues" means eighty percent (80%) of Net TIF Revenues generated within the Allocation Area pledged to the City for payment of the Bonds pursuant to the Pledge Resolution, and an amount of Tax Increment in excess thereof as determined by the Clerk-Treasurer on January 15th each year to be used to redeem all or any portion of the in the manner set forth under Section 4.2(e) of the Financing Agreement and Section 5.01 of this Indenture.

"Public Improvements Project" means the Public Improvements Project as defined in the Development Agreement.

"Project" means the project described on Exhibit B to the Development Agreement.

"Public Improvement Project Fund" means the Public Improvement Project Fund for the Bonds established in Section 4.03 of this Indenture.

"Qualified Investments" means (i) securities backed by the full faith and credit of the United States Treasury or fully guaranteed by, the United States government and issued by any of the following: (A) The United States Treasury, (B) A federal agency, (C) A federal instrumentality, (D) A federal government sponsored enterprise; (ii) securities fully guaranteed and issued by any of the following: (A) A federal agency, (B) A federal instrumentality, (C) federal government sponsored enterprise; (iii) municipal securities issued by an Indiana local governmental entity, a quasi-governmental entity related to the state, or a unit of government, municipal corporation, or special taxing district in Indiana, if the Issuer has not defaulted on any of the Issuer's obligations within the twenty (20) years preceding the date of the purchase, A security purchased by the

treasurer of state under this subdivision must have a stated final maturity of not more than ten (10) years after the date of purchase; (iv) money market mutual funds having a rating in the highest investment category granted thereby from S&P or Moody's; and (iv) demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the Issuer, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates.

"Record Date" means the fifteenth day preceding any principal or interest date.

"Redevelopment Commission" means the Westfield Redevelopment Commission, the governing body of the redevelopment district of the City.

"Registrar" means the Trustee.

"RIF" shall have the meaning assigned in the Development Agreement.

"State" means the State of Indiana.

"Tax Increment" means all property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in Indiana Code 36-7-14- 39(b)(1), as such statutory provision exists on the date of issuance of the Bonds.

"Taxpayer Agreement" shall have the meaning assigned in the Development Agreement.

"Taxpayer Payments" means the payments received under the Taxpayer Agreement and deposited in the Allocation Fund for the purpose of paying a deficiency in the Tax Increment received by Redevelopment Commission up to a maximum annual amount of \$_____.

"Trustee" means, initially, BOKF, NA, and any successor trustee or co-trustee.

"Trust Estate" shall have the meaning ascribed to such term in the Granting Clauses of this Indenture.

Section 1.02 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed and as it may be from time to time supplemented or amended pursuant to the applicable provisions hereof. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as applied to governmental entities.

(e) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

(f) The terms "Funds" and "Accounts" shall refer to Funds and Accounts established hereunder.

Section 1.03 Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture.

Exhibit A. Bond Issuance Costs

Exhibit B. Disbursement Request Form

(End of Article 1)

ARTICLE II

THE BONDS

Section 2.01 Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.09 hereof) that may be issued is hereby expressly limited to \$9,900,000.

Section 2.02 Issuance of Bonds. The Bonds shall be designated "City of Westfield, Indiana, Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project - Federally Taxable)." The Bonds shall be issuable as fully registered Bonds in the minimum denominations of \$100,000 and any \$1 integral multiple thereafter. Unless the City shall otherwise direct, the Bonds shall be lettered and numbered R-1 and upward (with such further designation to indicate the year in which issued and series, as the City may direct). The Bonds shall bear interest on the balance drawn from the date of each draw paid to the owners of such Bonds determined as of the close of business of the Record Date preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that to the extent that there shall be a default in the payment of interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date (as defined herein) next preceding the date of payment of such defaulted interest. Payment of interest to the holders of all Bonds shall be by check mailed to such holder of the Bonds on each Interest Payment Date or by wire transfer as provided in Section 2.03 hereof. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Bonds shall be dated as of the date of their delivery.

The outstanding principal amount of the Bonds shall bear interest at the per annum interest rate adjusted from time to time at an Index Rate equal to the 30-day CME TERM Secured Overnight Financing Rate (SOFR) plus 270 basis points calculated on the actual number of days elapsed at a daily rate based upon a year of 360 days with such rate being adjusted every 30 days thereafter with adjustments in the Index Rate (as defined in the Indenture), provided, however, such resultant per annum rate shall never be less than Five and 50/100 Percent (5.50%) nor more than Eight and no/100 Percent (8.00%) ("Interest Rate") until the Principal Amount is paid in full. Interest shall accrue on each advance from the date of that advance.

The interest on the Bonds shall be payable on each February 1 and August 1, commencing February 1, 2024 until the Principal Amount is paid in full. Interest shall accrue on each advance from the date of that advance

So long as the Bonds are held by the Bond Purchaser, no presentation of the Bonds, is required for such payments to be made to the Bond Purchase, except upon final payment, the Bonds shall be returned to the Paying Agent for final payment and destruction.

such officer had manually signed each of said Bonds. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the City, the State or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State or a pledge of the faith and credit of the City, the State or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the City, the State, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the City and are payable solely and only from the Trust Estate. Neither the faith and credit nor the taxing power of the City, the State or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the City, the State or its General Assembly, or any political subdivision or taxing authority of the State, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The City has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Economic Development Commission, the Redevelopment Commission, the City or of any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the City in his or her individual capacity, and neither the Economic Development Commission, the Redevelopment Commission, the City nor any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission, or the City executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.05 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Bond substantially in the same form herein above set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative of the Trustee, manually or by Electronic Means, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.06 Forms of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.07 Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee the Bonds in the aggregate maximum principal drawing amount of \$9,900,000. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

(a) A copy, duly certified by the Clerk-Treasurer of the City, of the Bond Ordinance adopted and approved by the City authorizing the execution and delivery of the Financing Agreement, this Indenture and the issuance of the Bonds, and the pledge of RIF and PIF to the repayment of the Bonds.

(b) Executed counterparts of the Financing Agreement, the Development Agreement and this Indenture.

(c) A copy, duly certified by the Secretary of the Redevelopment Commission, of the Pledge Resolution authorizing the pledge of Pledged Net TIF Revenues and Taxpayer Payments to the payment of the Bonds.

(d) A written request of the City to the Trustee requesting the Trustee to authenticate and deliver the Bonds in the aggregate principal amount of \$9,900,000, to the purchasers thereof

(e) Such other documents as shall be required by bond counsel.

The proceeds of the Bonds shall be paid over to the Trustee and deposited as hereinafter provided under Section 3.01 hereof

Section 2.08 [RESERVED].

Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like series, date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

In the event any such Bond shall have matured, instead of issuing a duplicate Bond the City may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Bond with its reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section 2.08 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the City.

Section 2.10 Registration and Exchange of Bonds; Persons Treated as Owners. The City shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar and transfer agent of the City for the Bonds. Upon surrender for transfer of any fully registered Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the

same series and the same maturity for a like aggregate principal amount. Bonds may be exchanged at said office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series and the same maturity. The Bonds may be transferred and exchanged without cost to the Bondholders, except for any tax or governmental charge required to be paid with respect to the transfer or exchange; provided that there shall be no charge for any transfer or exchange pursuant to a partial redemption of any Bond. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. The Trustee shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding the mailing of a notice of redemption of any Bonds.

Bonds (i) surrendered for payment or redemption, (ii) purchased from any moneys held by the Trustee hereunder or (iii) surrendered for transfer or exchange shall be promptly cancelled and destroyed by the Trustee. The Trustee shall deliver to the City a certificate of destruction in respect of all Bonds so destroyed.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon shall be made only to or upon the order of the registered owner thereof as of the applicable Record Date or his legal representative, but such registration may be changed as herein above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The City and the Trustee or any other paying agent may deem and treat the registered owner as the absolute owner of such Bond whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the City nor the Trustee nor any other paying agent shall be affected by any notice to the contrary.

(End of Article II)

ARTICLE III

APPLICATION OF BOND PROCEEDS

Section 3.01 Deposit of Funds. (a) The City shall deposit with the Trustee in the Public Improvements Project Fund all proceeds from the sale of the Bonds. Initially, \$_____ of the proceeds of the Bonds shall be deposited in the Bond Issuance Expense Account (as hereinafter defined) of the Public Improvements \$_____ to pay Bond Issuance Costs pursuant to Section 4.03(a) hereof and \$_____ of the proceeds of the Bonds shall be deposited in the Construction Account pursuant to Section 4.03(b) hereof to pay costs in connection with the Improvement Costs. The Bond Purchaser will make additional advances to purchase the Bonds from time to time. The Trustee shall obtain each subsequent advance from the owner of the Bonds upon presentation of a Disbursement Request listing the payments to be made by the Trustee and signed by the Developer. Subsequent draws of the proceeds from the sale of the Bonds shall be deemed received from the Bond Purchaser and deemed disbursed to the Developer from the Public Improvements Project Fund for Improvement Costs in accordance with the provisions of Article IV of this Indenture upon presentation to the Trustee of the Disbursement Request set forth in Section 4.03 hereof until such time as \$9,900,000 has been deemed issued and disbursed.

(b) Upon receipt of each advance, the Trustee shall record it on the records of the Trustee and shall assign the maturities in order of maturity beginning with the August 1, 2027 maturity. To the extent the full principal amount of \$9,900,000 has not been drawn down by the Developer as of August 1, 2026, or has been reduced by the application of RIF and PIF to Improvement Costs during the period of construction as described in Section 4.03(b) hereof prior to August 1, 2026, the City shall contact the Developer and Trustee of the final reduced principal amount of the Bonds and direct its financial advisor to provide a final debt service schedule for the remaining term of the Bonds. A replacement Bond shall be provided to the Bond Purchaser for the lesser principal amount and the Trustee shall destroy the surrendered Bond and deliver a certificate of destruction to the City.

(End of Article III)

ARTICLE IV

REVENUE AND FUNDS

Section 4.01 Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the City hereunder are not general obligations of the City but are special limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the City in his or her individual capacity, and no member, director, officer, agent, attorney, or employee of the City executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

The Redevelopment Commission has pledged the Pledged Net TIF Revenues to the payment of the Bonds.

Section 4.02 Bond Fund. (a) The Trustee shall establish and maintain, so long as any of the Bonds are Outstanding, a separate fund to be known as the "City of Westfield, Indiana — Bond Fund" (the "Bond Fund"). Money in the Bond Fund shall be applied as provided in this Section 4.02.

There shall be deposited in the Bond Fund, as and when received, (a) the Pledged Net TIF Revenues as provided in Section 4.04(a) hereof, plus any redemption amount as determined by the Clerk-Treasurer on each January 15th under Section 4.02(c) below; (b) RIF and PIF received as provided in Section 4.04(b) hereof; (c) all payments specified in Section 3.2(c) of the Financing Agreement; (d) any amount remaining in the Public Improvements Project Fund to be transferred to the Bond Fund pursuant to the Indenture upon completion of the Public Improvements Project; (e) all interest and other income derived from investments of the Bond Fund moneys as provided herein; (f) Taxpayer Payments; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The City hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Pledged Net TIF Revenues, Taxpayer Payments, PIF, RIF and Financing Agreement, promptly to meet and pay the principal of and interest on the Bonds as the same become due and payable together with such Annual Fees. Nothing herein should be construed as requiring the City to deposit or cause to be paid to the Trustee for deposit in the Bond Fund funds from any source other than receipts derived from the Pledged Net TIF Revenues, RIF, PIF Taxpayer Payments and Financing Agreement.

(b) In accordance with Section 4.2 of the Financing Agreement, the Clerk-Treasurer shall set aside immediately, upon receipt, all of the Pledged Net TIF Revenues and Taxpayer Payments into the Allocation Fund and transfer sufficient Pledged Net TIF Revenues and Taxpayer Payments to the Trustee for application in accordance with this Indenture, along with any available RIF and PIF. The Trustee is hereby directed to deposit the Pledged Net TIF Revenues, RIF, PIF and Taxpayer Payments into the Bond Fund in the manner prescribed in this Section 4.02 and in Section 4.04. Moneys in the Bond Fund

shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity or at redemption. The Trustee shall transmit such funds to the Paying Agent for the Bonds in sufficient time to ensure that such principal and interest will be paid as it becomes due.

(c) In accordance with Section 5.01 of this Indenture and Section 4.2(e) of the Financing Agreement, prior to January 15th, for so long as the Bonds are outstanding, the City shall cause the Clerk-Treasurer to determine the Debt Service Coverage Ratio to be held under the Indenture for the purpose of redeeming outstanding Bonds, in whole or in part, in the manner provided for in Article V hereof; provided, however, no such redemption shall occur until the debt service payments on the Bonds have been made in the order of priority described in the Pledge Resolution.

Section 4.03 Public Improvements Project Fund. The Trustee shall establish and maintain a separate fund to be known as the "City of Westfield, Indiana — Series 2023 Public Improvements Project Fund", consisting of a Bond Issuance Expense Account (the "Bond Issuance Expense Account") and a Construction Account (the "Construction Account") and such other accounts or subaccounts established by the City from time to time, to the credit of which deposits are to be made as required by the provisions of Section 3.01 hereof.

(a) The Trustee shall deposit in the Bond Issuance Expense Account of the Public Improvements Project Fund the initial draw on the Bonds of \$_____ pursuant to Section 3.01 hereof. On the date of closing, the Bond Issuance Costs set forth in Exhibit A shall be wire transferred to the entities listed as authorized by the Mayor and the Clerk-Treasurer. Execution of this Indenture shall be authorization for these payments. Thereafter, funds held in the Bond Issuance Expense Account shall be disbursed by the Trustee upon receipt of invoices submitted with a written requisition certified by an Authorized Representative of the City to pay Costs of Issuance of the Bonds or to reimburse the City for amounts previously advanced for such costs and to transfer moneys therefrom to the Bond Fund. In making disbursements from the Bond Issuance Expense Account, the Trustee may rely upon such certification and invoices without further investigation. Any amounts remaining in the Bond Issuance Expense Account ninety (90) days after the issuance of the Bonds will be transferred to the Bond Fund, at which time the Bond Issuance Expense Account shall be closed.

(b) The Trustee shall deposit in the Construction Account of the Public Improvements Project Fund the remaining initial draw on the Bonds of \$_____ pursuant to Section 3.01 hereof, which shall be paid on the date of closing as set forth in Exhibit A. Execution of this Indenture shall be authorization for these payments. The Bond Purchaser will make additional advances to purchase the Bonds from time to time. Moneys held in the Construction Account of the Public Improvements Project Fund, including any RIF, shall be disbursed, or deemed to have been disbursed, by the Trustee in accordance with the provisions of this Section 4.03 to pay the Improvement Costs approved by the City. Subject to Section 3.01 of this Indenture, the provisions below and any applicable representation, warranties and covenants contained in the Indenture, the Financing Agreement or the Development Agreement, disbursements from the Construction Account shall be made only to pay (or to reimburse Developer for payment of)

Improvement Costs. To the extent RIF and PIF are available during the period of construction, RIF and PIF shall be applied to the payment of Improvement Costs during the period of construction to reduce the principal amount of the Bonds, and, thereafter, to the payment of principal and interest on the Bonds in the manner set forth in Section 4.04(b) hereof.

(c) Disbursements from the Construction Account described above to pay Improvement Costs shall be made, or deemed to have been made, by the Trustee only upon the written request of Developer with the prior written approval of the City; except that any RIF or PIF applied to the payment of Improvement Costs during the period of construction shall reduce the final principal amount of the Bonds as described in Section 3.01 hereof. Each such written request shall be in the form of the disbursement request attached hereto as Exhibit B (the "Disbursement Request") and shall be consecutively numbered and accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested. The Trustee shall not make any disbursements, or be deemed to have made any disbursements, from the Construction Account without the prior written approval of the City.

(d) The Trustee shall cause to be kept and maintained adequate records pertaining to the Construction Account and all disbursements therefrom. If requested by Developer or the City, the Trustee shall file copies of the records pertaining to the Construction Account and all disbursements from such fund with the City and Developer.

(e) The City shall deliver to the Trustee within fifteen (15) days after completion of the Public Improvements Project a written completion certificate of the Authorized Representative of Developer:

(i) stating the date that the Public Improvements Project has been constructed and the date of completion; and

(ii) stating that it has made such investigation of such sources of information as are deemed by him or her to be necessary, including pertinent records of the City, and is of the opinion that the Public Improvements Project has been fully paid for, and that no claim or claims exist against the City or against the properties of either out of which a lien based on furnishing labor or material for the Public Improvements Project exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen if Developer intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that it shall be stated that funds are on deposit in the Public Improvements Project Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

If such certificate shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the City and the Trustee a certificate of Developer when and as such claim or claims shall have been fully paid.

If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of subparagraph (c) of this Section 4.03 and after receipt of the statement mentioned in subparagraph (e)(i) and (ii) of this Section 4.03, there shall remain any balance of moneys in the Public Improvements Project Fund, the Trustee shall transfer all moneys then in the Public Improvements Project Fund (except any disputed claims described in the completion certificate required in Section 4.03(e) hereof) to the Bond Fund. The Trustee, as directed in writing by the City, shall use any amount transferred to the Bond Fund to prepay the Bonds pursuant to Section 3.11 of the Financing Agreement at the earliest redemption date.

Section 4.04 Pledged Net TIF Revenues, PIF and RIF. (a) On or before January 15 and July 15, the Clerk-Treasurer shall transfer from the Allocation Fund the amounts set aside under Section 4.02(b), and the redemption payment determined under Section 4.02(c). On or before each January 15 and July 15, commencing July 15, 2021, the Trustee shall deposit to the Bond Fund the Pledged Net TIF Revenues, Taxpayer Payments, plus any redemption payment described in Section 4.02(c) hereof, in an amount sufficient to: (i) *first*, pay the principal of and interest on the Bonds on the immediately succeeding February 1 or August 1 (taking into consideration any amounts currently deposited therein), plus Annual Fees coming due within the next six (6) months; (ii) *second*, to pay overdue principal and interest, if any, on the Bonds for which the Pledged Net TIF Revenues was insufficient at the time such amounts were due, taking into consideration any amounts currently on deposit in the Bond Fund, and (iii) *third*, redeem all or any portion of the Bonds in the manner set forth in Article V hereof.

(b) After the completion of the Public Improvements Project and receipt of the notice required under Section 4.03 (e), the Trustee shall deposit to the Bond Fund any RIF received from the City. All RIF and PIF on deposit with the Trustee in the Bond Fund on any principal and interest date shall be used to redeem the Bonds in accordance with Article V hereof.

(c) Other than the deposit of Taxpayer Payments, PIF and RIF, nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than the Pledged Net TIF Revenues.

Section 4.05 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the City or Developer. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.06 Investments. Moneys on deposit in the Funds and Accounts established in this Article IV may be invested in Qualified Investments as provided in Section 6.09 hereof.

(End of Article IV)

ARTICLE V

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01 Redemption Dates and Prices. The Bonds are redeemable at the option of the City, at the direction of the Developer, on any date, upon fifteen (15) days' notice, in whole or in part, in order of maturity determined by the City and by lot within maturities, at face value, without premium, plus accrued interest to the date fixed for redemption.

Section 5.02 Notice of Redemption. In the case of redemption of Bonds, notice of the call for any such redemption identifying the Bonds, or portions of fully registered Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first-class mail not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds. The redemption notice shall be a written and dated notice from the Trustee that (a) identifies the Bonds to be redeemed by the name of the issue (including the name of the City and any series designation), CUSIP number, if any, date of issue, interest rate, maturity date and any other descriptive information the Trustee deems desirable to identify accurately the Bonds to be redeemed and, if only a portion of the Bonds will be redeemed, the certificate numbers and the principal amount of those Bonds to be redeemed, (b) identifies the date on which the Bonds will be redeemed, (c) states the price at which the Bonds will be redeemed, (d) states that interest on the Bonds or the portions of them called for redemption will stop accruing from the redemption date if funds sufficient for their redemption and available for that purpose are on deposit with the Trustee on the redemption date, (e) states that payment for the Bonds will be made on the redemption date at the principal trust office of the Trustee during normal business hours upon the surrender of the Bonds to be redeemed in whole or in part and (f) identifies by name and telephone number a representative of the Trustee who may be contacted for more information.

On and after the redemption date specified in the aforesaid notice, such Bonds, or portions thereof, thus called (provided funds for their redemption are on deposit at the place of payment) shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture, and the holders thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.03 Cancellation. All Bonds which have been redeemed in shall be cancelled pursuant to the Trustee's destruction policy then in effect and shall not be reissued; provided, however, that one or more new fully registered Bonds shall be issued for the unredeemed portion of any fully registered Bond without charge to the holder thereof.

Section 5.04 Partial Redemptions. If fewer than all of the Bonds at the time Outstanding are to be called for redemption, the maturities of the Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the City. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Bonds or portions

of Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$100,000 and any \$1,000 integral multiple thereafter.

If less than the entire principal amount of any registered Bond then Outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.02 hereof, the owner of such registered Bond shall forthwith surrender such Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Bond or Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI

GENERAL COVENANTS

Section 6.01 Payment of Principal and Interest. The City covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds and according to the true intent and meaning thereof. The principal of and interest on the Bonds are payable solely and only from the Pledged Net TIF Revenues, PIF, RIF, and Taxpayer Payments, which Pledged Net TIF Revenues, PIF, RIF and Taxpayer Payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the City. The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the City, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the City, the State of Indiana or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the City, the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the City and are payable solely and only from the Pledged Net TIF Revenues, PIF, RIF and Taxpayer Payments pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the City, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the City, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The City has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Economic Development Commission, the Redevelopment Commission, the City or of any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the City in his or her individual capacity, and neither the Economic Development Commission, the Redevelopment Commission, the City nor any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission, or the City executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds. Under no circumstances shall the Developer or any of the Developer Parties or any other taxpayer in the Allocation Area be liable for making any payments due under this Indenture or on the Bonds, including any payment of principal of or interest on the Bonds.

Section 6.02 Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The City represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Pledged Net TIF Revenues, PIF, RIF and Taxpayer Payments and assign the Financing Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this

Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 6.03 Ownership; Instruments of Further Assurance. The City represents that at the time of the pledge and assignment thereof the assignment of the Financing Agreement to the Trustee hereby made will be valid and lawful. The City covenants that it will defend the title to its interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee, the Financing Agreement.

Section 6.04 Filing of Indenture, Financing Agreement and Security Instruments. The City, upon the written direction and at the sole expense of the Developer, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be kept and filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the owners of the Bonds and the rights of the Trustee hereunder. This Section 6.04 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.05 Inspection of Books. The City covenants and agrees that all books and documents in its possession relating to the Public Improvements Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.06 List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Developer or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.07 Rights Under Financing Agreement. The City agrees that the Trustee in its name or in the name of the City may enforce all rights of the Issuer and all obligations of Developer under and pursuant to the Financing Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.08 Designation of Additional Paying Agents. The City hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternative paying agents, if any, and for the making available of funds hereunder for the payment of such of the Bonds as shall be presented when due at the principal office of the Trustee, or its successor in trust hereunder, or at the principal office of said alternate paying agents.

Section 6.09 Investment of Funds. All moneys held by the Trustee in any Fund established by this Indenture may, at the written direction of the City, be invested in Qualified Investments to the extent permitted by law. In the absence of such direction from the City, the Trustee is hereby directed by the City to invest such amounts in investments meeting the requirements of clause (ii) of the definition of Qualified Investments. Investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys to pay the principal of and interest on the Bonds by redemption or otherwise. All income derived from the investment of moneys on deposit in any such Fund shall be retained in such Fund and may be used for the purposes of such Fund. Investments of moneys in the Construction Account must be made so as to assure preservation of principal. All income derived from the investment of moneys on deposit in the Construction Account shall accrue to the benefit of the Developer and be used to pay the Improvement Costs. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for investments. Neither the Trustee nor the City shall be liable or responsible for any loss resulting from any investment, except that the Trustee and the City acknowledge that not less than all of the funds deposited into the Project Fund, together with all investment earnings thereon, are to be available to pay Improvement Costs approved by the City. All such investments shall be held by or under the control of the Trustee or the City, as applicable, and any income resulting therefrom shall be applied in the manner specified in this Indenture. For so long as the Trustee is in compliance with the provisions of this Article, the Trustee shall not be liable for any investment losses.

Developer is not authorized to direct, or obligated to make, investments of Bond proceeds or any other funds held under this Indenture.

Section 6.10 Non-presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, and if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the City to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds uninvested for five (5) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any money so deposited with and held by the Trustee in trust for the payment of the principal of and interest on the Bonds and remaining unclaimed by any Bondholder for five (5) years after the due date of such principal or interest, shall be applied by the Trustee in accordance with the Unclaimed Property Act, Indiana Code 32-34-1, as amended from time to time. Prior to the transfer of any such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the Trustee will conduct searches in an effort to locate lost Bondholders using reasonable care to ascertain the correct addresses of all lost Bondholders in accordance with the rules governing registered transfer agents promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, but only if and so long as the Trustee is a registered transfer agent under those rules. Upon the transfer of such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the City and the Trustee shall have no further responsibility or liability with respect to such moneys, and the

Bondholders entitled to such principal or interest shall look only to the State for payment, to the extent provided by law, and then only to the extent of the amounts so received by the State, without any interest thereon.

Section 6.11 [RESERVED].

(End of Article VI)

ARTICLE VII

REMEDIES

Section 7.01 Events of Default. Each of the following events is hereby declared an "Event of Default," that is to say, if:

(a) payment by the City of any amount payable on the Bonds shall not be made when the same is due and payable; provided, however, that any such failure to pay the required amount due to a shortfall in available Pledged Net TIF Revenues, PIF, RIF or Taxpayer Payments shall not constitute an event or default; or

(b) any Event of Default as defined in Section 5.1 of the Financing Agreement shall occur and be continuing; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereto on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City (and prior to the event described in the last paragraph of Section 4.03 hereof, Developer) by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding hereunder; or

(d) the City shall fail to apply collected Pledged Net TIF Revenues, Taxpayer Payments, PIF and RIF as required by Article IV of this Indenture.

Section 7.02 [RESERVED].

Section 7.03 Remedies, Rights of Bondholders. If an Event of Default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Bonds then Outstanding, to enforce any obligations of the City hereunder, and of Developer under the Financing Agreement.

If an Event of Default shall have occurred, and if requested so to do by the holders of twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 8.01 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) 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 to the Trustee, the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default

or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.04 Right of Bondholders to Direct Proceedings. The holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time and subject to indemnification obligations under Section 8.01 hereof, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.02 hereof before any other remedies are sought.

Section 7.05 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees of, expenses, liabilities and advances incurred or made by, the Trustee (including reasonable attorneys' fees and expenses), be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

Second: To the payment to the persons entitled thereto of the unpaid principal of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

Third: To the payment of the balance, if any, to the City or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply

such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.06 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.05 hereof, be for the equal benefit of the holders of the Outstanding Bonds.

Section 7.07 Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.01, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.01, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, her, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their 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 the holders of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.08 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Developer and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.09 Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of either the holders of (1) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal of and/or interest exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein, or the date established for the redemption of specific Bonds, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in the case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII

THE TRUSTEE

Section 8.01 Acceptance of the Trusts. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Indenture. 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 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 agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents (including escrow agents), receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the City or Developer). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the City or on the part of Developer under the Financing Agreement; but the Trustee may require of the City or Developer full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the City under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the City or Developer by its duly Authorized Representative, and attested by appropriate officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City or Developer under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the City or Developer as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than (i) any failure to pay principal of or interest on the Bonds or (ii) a default of which the Trustee has actual knowledge) unless the Trustee shall be specifically notified in writing of such default by the City, by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee,

deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(j) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) 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 man would exercise or use in the circumstances in the conduct of his own affairs.

(l) Notwithstanding anything to the contrary in this Indenture, before taking any action under this Indenture the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its negligence or willful misconduct in connection with any action so taken.

(m) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Public Improvements Project, and to take such memoranda from and in regard thereto as may be desired.

(n) 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

(o) The Trustee agrees to accept and act upon facsimile transmission of written instructions or directions pursuant to this Indenture, provided, however, that (a) the City or Developer, subsequent to such facsimile transmission of written instructions, shall provide the originally executed instructions or directions to the Trustee in a timely manner, (b) such originally executed instructions or directions shall be signed by a person as may be designated and authorized to sign for the City or Developer or in the name of the City or Developer, by an Authorized Representative of the City or Developer, and (c) the City and Developer shall provide to the Trustee an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City or Developer elects to give the Trustee facsimile instructions and the Trustee in its discretion elects to act upon such facsimile instructions, the Trustee's understanding of such facsimile instructions shall be deemed controlling. 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 facsimile instructions notwithstanding such facsimile instructions conflict or are inconsistent with a subsequent written instruction.

Section 8.02 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement from the City for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, and such amounts shall not be limited by statutory limitations (if any) on fees for trustees of express trusts. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and bond registrar for the Bonds but only as herein above provided. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred, and the Trustee is hereby granted a lien on the amount established hereby to accomplish such payment. The obligation to pay such amounts shall survive the payment in full or defeasance of the Bonds or the resignation or removal of the Trustee.

Section 8.03 Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.01 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the list of Bondholders found in the Bond Register.

Section 8.04 Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.01(g), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.05 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, that each successor Trustee arising pursuant to the provisions of this Section shall have a reported capital surplus and undivided profits of not less than one hundred million dollars (\$100,000,000) and, if not, the parent of each successor Trustee shall guarantee the successor Trustee's obligation under this Indenture.

Section 8.06 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the City (and, prior to the event described in the last paragraph of Section 4.03 hereof, Developer) and (by registered or certified mail) to each registered owner of Bonds then Outstanding, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the City. Such notice to the City (and, prior to the event described in the last paragraph of Section 4.03 hereof, Developer) may be served personally

or sent by registered or certified mail. The Trustee's rights to indemnity and reimbursement of outstanding fees and expenses survive the Trustee's resignation.

Section 8.07 Removal of the Trustee. The Trustee may be removed at any time by the City or by an instrument or concurrent instruments in writing delivered to the Trustee and to the City and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding; provided, however, that in the case of removal by the City, the City shall give at least 60 days' prior notice of such removal by mail to the registered holders of all then outstanding bonds, and such removal shall not be effective if the holders of at least 25% of the aggregate amount of Bonds Outstanding file written instruments with the City or the Trustee objecting to the proposed removal by the proposed effective date. The Trustee's rights to indemnity and amounts then due and payable shall survive any such removal.

Section 8.08 Appointment of Successor Trustee by the Bondholders, Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed by its Mayor and attested by its Clerk-Treasurer under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital, surplus and undivided profits of not less than one hundred million dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.09 Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City or the predecessor Trustee, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10 Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee of Funds, Authenticating Agent, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and authenticating agent, bond registrar and paying agent for the principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, bond registrar, authenticating agent and paying agent.

Section 8.12 Trust Estate May be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State of Indiana) denying or restricting the right of banking corporations or associations to transact business as Trustees in such jurisdictions. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of the Indenture on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the Trust Estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

(End of Article VIII)

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01 Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To make any changes in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the City, Developer or the holders of the Bonds; or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

Section 9.02 Supplemental Indentures Requiring Consent of the Bondholders. Exclusive of supplemental indentures covered by Section 9.01 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than fifty-one percent (51%) of the amount of the Bonds then Outstanding, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this Section contained shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on any Bonds, without the consent of the holders of such Bond or (b) a preference of any Bond over any other Bond without the consent of the holders of all Bonds Outstanding, (c) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time Outstanding which would be affected by the action to be taken, or (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article IX which may affect the amount or availability of the Bond proceeds to pay costs of the Public Improvements Project approved by the City shall not become effective unless and until

Developer shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to Developer at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

(End of Article IX)

ARTICLE X

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.01 Amendments, etc. to Financing Agreement Not Requiring Consent of Bondholders. The City and the Trustee with the consent of Developer shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the holders of not less than fifty-one percent (51%) of the amount of the Bonds then Outstanding, is not to the prejudice of the Trustee, the City or the holders of the Bonds.

Section 10.02 Amendments, etc. to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.01 hereof, neither the City nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the holders of not less than fifty-one percent (51%) of the amount of the Bonds then Outstanding given and procured as in Section 9.02 provided.

(End of Article X)

ARTICLE XI

MISCELLANEOUS

Section 11.01 Satisfaction and Discharge. All rights and obligations of the City and the Developer under the Financing Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of the Indenture, and shall assign and deliver to the City any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of and interest on the Bonds) when:

(a) all fees and expenses of the Trustee and any paying agent shall have been paid or provided for to the satisfaction of the Trustee and any paying agent;

(b) the City and the Developer shall have performed all of their covenants and promises in the Financing Agreement and in this Indenture;

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the City, or (iii) have been delivered to the Trustee cancelled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, in the opinion of independent certified public accountants, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds prior to the redemption date or maturity date thereof, as they case may be.

(d) Any Outstanding Bonds and all interest due thereon shall prior to the maturity or redemption date be deemed to have been paid if there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or noncallable Government Obligations, the principal of and the interest on which when due will provide moneys which, together with moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption dates or maturity dates thereof.

(e) A Bond that is deemed to have been paid under Section 11.01 shall not thereafter be Outstanding for purposes of this Indenture, including Section 11.01 hereof, and shall not be entitled to the pledge of any moneys or securities of the City which are pledged under this Indenture for Outstanding Bonds or any other rights or to benefits under or to provisions of this Indenture except that (a) the refunding escrow fund held by the Trustee shall be held for the sole benefit of the holders of such defeased Bonds and for the payment when due of the principal on maturity or redemption price of and the interest accrued to the maturity date or redemption date on the defeased Bonds; (b) any amounts held on the date of defeasance in the Bond Fund for the purpose of satisfying the then next

due principal and interest payment for the defeased Bonds shall be added to such Fund; (c) the provisions relating to payment transfer and exchange and redemption shall continue to be applicable to the defeased Bonds; and (d) the Trustee shall be governed by the applicable provisions of Article VIII.

Section 11.02 Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.01 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through any paying agent, to the persons entitled thereof, of the principal and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.03 Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds Outstanding, any such Bonds held by or for the account of the City shall not be deemed to be Outstanding hereunder for the purpose of determining whether such requirement has been met. For all other purposes, Bonds held by or for the account of such person shall be deemed to be Outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of the Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

If the City shall propose to adopt a supplemental indenture requiring consent of the Bondholders, it shall cause notice of the proposed adoption of such supplemental indenture to be mailed to each registered owner at the registered address as shown on the books of the City kept by the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental or amendatory indenture and shall state that copies thereof are on file at the principal office of the City for inspection by all Bondholders. If within six months following the mailing of such notice, the holders of not less than 51% in aggregate principal amount of the Bonds Outstanding (determined as provided in this Section 11.03) at the time of the mailing of such notice have consented in writing to the adoption thereof, upon the adoption of such supplemental or amendatory indenture, the Indenture shall be deemed to be amended or supplemented in accordance therewith.

Section 11.04 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and Developer, and the holders of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all

of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and Developer and the holders of the Bonds herein provided.

Section 11.05 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.06 Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or by nationally recognized overnight courier, i.e. FedEx or UPS, with proper address as indicated below. The City, Developer, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices demands, certificates and communications to each of them shall be addressed as follows:

To Developer:	Lantern Commons Master LLC 2942 Elam Road Murfreeboro, Tennessee 37127 Attn: Managing Member
<i>With a copy to:</i>	Church Church Hittle + Antrim 2 North 9 th Street Noblesville, Indiana 46060 Attn: Eric M. Douthit, Esq
To the City:	City of Westfield, Indiana 130 Penn Street Westfield, Indiana 46204 Attn: Mayor and Clerk-Treasurer
<i>With a copy to:</i>	Taft, Stettinius & Hollister LLP One Indiana Square, Suite 3500 Indianapolis, Indiana 46204-2023 Attn: James T. Crawford, Jr., Esq.

To the Trustee: BOK Financial
143 West Market Street, Suite 600B
Indianapolis, Indiana 46204
Attn: Mark Hudson

Section 11.07 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as principal paying agent and bond registrar for and in respect to the Bonds.

Section 11.08 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 11.09 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.10 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer or director of the City, or any incorporator, officer, director or trustee of any successor corporation, as such, either directly or through the City or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officers, directors or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.11 Holidays. 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, and no interest shall accrue for the intervening period.

(End of Article XI)

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and attested by its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, and to evidence its acceptance of the trusts hereby created, BOKF, NA, has caused these presents to be signed in its name and behalf by its duly authorized officers and the same to be attested by its duly authorized officers, all as of the date and year first above written.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

[SEAL]

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

(City Signature Page of Trust Indenture)

BOKF, NA,
As Trustee

By: _____
Mark Hudson, Vice President Corporate Trust

ATTEST:

(Trustee Signature Page to Trust Indenture)

EXHIBIT A

Closing Costs

From Bond Issuance Expense Account

Taft Stettinius & Hollister LLP, as Bond Counsel	\$
O.W. Krohn, as Financial Advisor	\$
BOKF, NA, as Trustee	
Acceptance Fee	\$1,000.00
Annual Fee	\$1,250.00
City of Westfield, Indiana (reimbursement of costs of issuance)	
Re:	
Taft Stettinius & Hollister LLP legal fees paid prior to closing	\$
	\$
O.W. Krohn & Assoc. LLP financial advisor fees paid prior to closing	
_____, as lender counsel	\$
Church, Church, Hittle + Antrim, as developer counsel	\$
Total	<u>\$</u>

Construction Account

Title/Recording Fees	\$
Environmental	\$
Appraisal	\$
_____, lender fee	\$
Total	<u>\$</u>

EXHIBIT B

DISBURSEMENT REQUEST FORM

CITY OF WESTFIELD, INDIANA

\$9,900,000

**Economic Development Tax Increment Revenue Bonds, Series 2023
(Front Street Project - Federally Taxable)**

TO: BOKF, NA, as Trustee
FROM: Lantern Commons Master LLC ("Developer")
CC: City of Westfield, Indiana (the "City")
SUBJECT: Trust Indenture, dated as of [October] 1, 2023, between the Trustee and the City
(the "Indenture")
DATE: _____, 20__

This written request ("Written Request" No. ____) (constituting a written request of Developer under Section 4.03 of the Indenture and Section 3.06 of the Financing Agreement) in the total amount of \$ _____ for payment of those costs of the Public Improvements Project, including reimbursement to Developer, detailed in the Schedule attached. Terms capitalized herein have the meanings specified in the Indenture.

The undersigned certifies, represents and warrants that:

- (a) This Written Request is requisition number ____ (____);
- (b) The aggregate amount of Improvement Costs to be paid [reimbursed] is \$ _____,
- (c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Public Improvements Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;
- (d) The costs referred to in paragraph (b) were incurred to pay Improvement Costs of the Public Improvements Project relating to [list the various components of the Public Improvements Project to which such costs relate]; briefly describe the nature of such costs; indicate the aggregate amount that will have been paid from Bond proceeds for each component of the Public Improvements Project after payment of such costs; indicate the person(s), firm(s) or corporation(s) to whom payment is due or was paid and the amount due or paid to such person(s), firm(s) or corporation(s);
- (e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for Improvement Costs, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts

applicable thereto and in accordance with usual and customary practice under existing conditions;

(f) No part of the Improvement Costs was included in any Disbursement Request previously filed with the Trustee under the provisions of Section 4.03(c) of the Indenture; and

(g) The Improvement Costs referred to in paragraph (b) above are appropriate for the expenditure of proceeds of the Bonds under the Act;

IN WITNESS WHEREOF, an Authorized Representative of Developer has set his hand as of the ____ day of _____, 20__.

By: _____
Authorized Representative of Developer

**Reviewed and Approved by an
Authorized Representative of the City**

By: _____
Authorized Representative of the City

Schedule to Disbursement Request

Vendor	Purpose	Amount

Total \$ _____

TAXPAYER AGREEMENT
(Front Street – Mixed-Use Project)

This Taxpayer Agreement (Front Street – Mixed-Use Project) (the "Agreement"), executed by and between Lantern Commons Master LLC, an Indiana limited liability company (the "Developer"), and the City of Westfield Redevelopment Commission (the "Commission") this ____ day of September, 2023 (the "Effective Date"), Witnesses:

Recitals

WHEREAS, the Developer has agreed to make certain improvements to the Mixed-Use Project Site, subject to the terms and conditions of the Development Agreement; and

WHEREAS, pursuant to the Financing Agreement, a portion of the proceeds of the City of Westfield, Indiana Economic Development Tax Increment Revenue Bonds, Series 2023 (Front Street Project – Federally Taxable) the maximum aggregate principal amount of \$9,900,000 (the "Bonds") will be loaned to the Developer for costs of financing the Public Improvements Project;

WHEREAS, Developer owns the Mixed-Use Project Site which will benefit from the issuance of the Bonds and the construction of the Public Improvements Project;

WHEREAS, Developer and the Commission desire to enter into, and it is a condition to the issuance of the Bonds that they enter into, an agreement that obligates Developer to make Supplemental Payments (as defined herein), if and when required under the terms hereof, which Supplemental Payments shall be used by the Commission to make debt service payments due under the Bonds;

WHEREAS, so long as any Bonds are outstanding and subject to the terms herein, it is the intent of the parties to secure the payment of the Bonds by imposing a lien against the Mixed-Use Project Site, equal in priority to and in the same manner as the property tax lien granted to the State of Indiana under Indiana Code 6-1.1-22-13 as permitted by Indiana Code 36-7-25-6 upon Developer's failure to make a Supplemental Payment in accordance with this Agreement; and

WHEREAS, Developer has agreed to execute this Agreement and cause it to be recorded; and

WHEREAS, Developer and the Commission desire to enter into this Agreement;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Developer and the Commission agree as follows:

1. Defined Terms.

Applicable Rate shall mean the tax rate that either: (a) is used for purposes of determining the Real Estate Taxes; or (b) would be used for purposes of determining the Real Estate Taxes for the Mixed-Use Project Site, if all or a portion of the Mixed-Use Project Site were not Tax-Exempt.

Assessed Value shall mean the value of all or a portion of the Mixed-Use Project Site, either: (a) as assessed by the Taxing Authorities for the purpose of determining Real Estate Taxes; or (b) as would be used for purposes of determining the Real Estate Taxes for the Mixed-Use Project Site, if all or the applicable portion of the Mixed-Use Project Site were not Tax-Exempt.

Bonds shall have the meaning set forth in the Development Agreement.

City shall mean the City of Westfield, Indiana.

Commencement Date shall mean the date that the Bonds are issued by the City.

Cure Period shall mean a period of 30 days after Developer receives notice specifying the nature of a failure by Developer to observe or perform any term or condition of this Agreement to be observed or performed by it; provided that, if the failure is of such a nature that it cannot be remedied within 30 days, despite reasonably diligent efforts, then the 30 day period shall be extended as reasonably may be necessary for Developer to remedy the failure, so long as Developer: (a) commences to remedy the failure within the 30 day period; and (b) diligently pursues such remedy to completion. If Developer fails to diligently pursue such remedy, Commission may elect to seek remedies for default.

Developer shall have the same meaning as set forth in the Development Agreement.

Development Agreement shall mean that certain Development Agreement entered into by and between Developer, the City and the Commission on September ___, 2023.

Event of Default shall have the meaning set forth in Subsection 5(a).

Financing Agreement shall mean the Financing Agreement between the City and the Developer under which the proceeds of the Bonds will be loaned to Developer to finance the Public Improvements Project, as supplemented and amended.

Force Majeure shall have the meaning set forth in the Development Agreement.

Laws shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees.

Mixed-Use Project Site shall mean the site described on Exhibit A to this Agreement.

Payment shall mean an annual payment of: (a) Real Estate Taxes; (b) if applicable, Supplemental Payments; and (c) if applicable, PILOT Payments.

PILOT Payments shall mean a payment in lieu of Real Estate Taxes made pursuant to an Agreement for Payments in Lieu of Taxes recorded against all or any portion of the Mixed-Use Project Site.

Projected Mixed-Use TIF Revenue shall mean a projected amount of incremental Real Estate Tax revenues to be generated by the Mixed-Use Project, as set forth on Exhibit B.

Public Improvements Project has the meaning set forth in the Development Agreement.

Public Improvements Project Site shall mean that certain real estate generally depicted and/or described on Exhibit D to the Development Agreement.

Real Estate Taxes shall mean all ad valorem real estate taxes that are or would be levied, imposed, or charged on, against, for, or with respect to, all or a portion of the Mixed-Use Project Site by or for all Taxing Authorities, assuming application of the Applicable Rate to the Assessed Value without any credits, exemptions, deductions, or other reductions. All taxes, assessments, levies, impositions, duties, imposts, fees, contributions, and charges of any nature that, in whole or in part, are or would be levied, imposed, or charged in substitution or replacement for or of ad valorem real estate taxes shall be deemed to be "Real Estate Taxes" for all purposes, notwithstanding the denomination or characterization of such taxes, assessments, levies, impositions, duties, imposts, fees, contributions, or charges.

Supplemental Payments shall mean annual payments required to be made by Developer pursuant to Subsection 3(b) which payments shall be in an amount determined pursuant to Subsection 3(b)

Tax-Exempt shall mean that the full amount of the Real Estate Taxes are not being: (a) levied, imposed, or charged on, against, for, or with respect to, the Mixed-Use Project Site; and/or (b) paid by Developer for or with respect to the Mixed-Use Project Site; notwithstanding the basis or reason that the Mixed-Use Project Site or Developer is exempt in full or part from the levy, imposition, or charge of Real Estate Taxes or the payment thereof.

Tax Expert shall mean a party with expertise in the calculation of real estate taxes (including, without limitation, the determination of assessed value and the application of the proper tax rate to the assessed value), which party shall not be an affiliate of, or affiliated with Developer or the Commission.

Taxing Authority shall mean the State of Indiana or any county, township, school corporation, library district, special district, municipality, or other governmental agency or authority in or of the State of Indiana, including, without limitation and when applicable, the City.

Term shall mean the period set forth in Section 2.

2. **Term.** The "Term" of this Agreement shall: (a) commence on the Commencement Date; and (b) expires on the earliest of: (a) the date of defeasance of the Bonds; (b) when the debt service on the Bonds is fully and indefeasibly paid in full; or (c) September __, 2048 (the "Termination Date").

3. **Payments.**

- (a) **General.** Beginning in the next calendar year following the first March 1 after the Developer receives the initial certificate of occupancy (or its substantial equivalent) for the Project, on each: (a) January 1st; and (b) July 1st; during the Term, Developer shall make a Payment to the Commission. For the avoidance of doubt and only by way of example, if Developer receives the initial certificate of occupancy (or its substantial equivalent) on March 2, 2024, Developer would make its first Payment to the Commission on January 1, 2026.
- (b) **Payment Amount.** The Payment shall only include the Real Estate Taxes unless the actual amount of such Real Estate Taxes relating to the Mixed-Use Project actually paid are less than the Projected Mixed-Use TIF Revenue, in which case Developer shall make a Supplemental Payment in the amount of the difference between the: (a) Real Estate Taxes actually paid by Developer for such period; and (b) the Projected Mixed-Use TIF Revenue for that period on the Mixed-Use Project Site; provided that, Developer shall only be obligated to make a Supplemental Payment in the event that the aggregate amount of Real Estate Taxes paid for the Mixed-Use Project Site during that period are less than the total Projected Mixed-Use TIF Revenue for such period. For the avoidance of doubt, any Payments made by any entity making payments of Real Estate Taxes on the Mixed-Use Project Site in excess of the Projected Mixed-Use TIF Revenue (as set forth in a recorded Taxpayer Agreement or Agreement for Payments in Lieu of Taxes) for that particular portion of the Mixed-Use Project Site shall first be used to offset any shortfall or Supplemental Payments to be made by the Developer. The Supplemental Payments shall be paid in semi-annual installments, which installments shall be due on the same date on which payments of Real Estate Taxes are due. The obligation to make Supplemental Payments shall apply regardless of whether Developer breached or violated the terms and conditions of this Agreement or intended for any challenge, appeal, breach, or violation to reduce the Real Estate Taxes below the Projected Mixed-Use TIF Revenue.
- (c) **Conveyance.** If Developer conveys title to a part of the Mixed-Use Project Site, then Developer may allocate, in its sole discretion, the Supplemental Payment obligation to the grantee on an improved portion of the Mixed-Use Project Site on: (i) a proportionate acreage basis; or (ii) by allocating not more than fifty percent (50%) of the Real Estate Taxes to be paid on such portion of the Mixed-Use Project Site; with the remainder of the obligation on the balance of the Mixed-Use Project Site. Such allocation shall be evidenced by an instrument duly recorded in the Hamilton County Recorder's Office. If Developer conveys title to all of the Mixed-Use

Project Site, the entire Supplemental Payment obligation shall be binding on the grantee of all of the Mixed-Use Project Site.

4. Appeals.

- (a) Prohibition. During the Term, Developer shall not: (i) challenge or appeal the: (A) Assessed Value; or (B) the Applicable Rate; to the extent that such challenge or appeal causes the Real Estate Taxes relating to the Mixed-Use Project to be less than the Projected Mixed-Use TIF Revenue; or (ii) take any direct or indirect steps or actions (including, without limitation, contacting or influencing: (A) Taxing Authorities; or (B) Tax Experts) that causes the Real Estate Taxes relating to the Mixed-Use Project to be less than the Projected Mixed-Use TIF Revenue. In the event of a breach of this Subsection, the Commission, in addition to all other rights and remedies set forth in Section 5, shall have the right to specific performance against Developer, including, without limitation, withdrawal and/or unwinding of any challenge, appeal, or other action, and Developer's stipulation of the Assessed Value so that Developer is no longer in breach of this Subsection. Commission acknowledges that so long as the Real Estate Taxes for all projects on the Mixed-Use Project Site exceed the Projected Mixed-Use TIF Revenue, Developer shall not be considered in breach of this Section or this Agreement.

5. Lien in Favor of Commission

- (a) As collateral security for the prompt and complete payment and performance in full when due of the Real Estate Taxes and Supplemental Payments provided herein and as permitted by Indiana Code 36-7-25-6, Developer hereby pledges and grants to the Commission a continuing first priority security interest in and lien upon all of the Developer's rights, title and interests in, on and to the Real Estate to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13. The lien and security interest securing Developer's obligation to pay Real Estate Taxes and make any Supplemental Payments as may be owed: (i) automatically attaches to the Mixed-Use Project Site upon the failure to pay the applicable Real Estate Taxes or Supplemental Payment (if such Payment is owed) on or after the Effective Date, and automatically renews every January 1 during the term of this Agreement, to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13, (ii) is binding upon Developer and its successors in title to the Mixed-Use Project Site to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13, and (iii) has a priority over all other liens to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13. Developer expressly agrees that its obligation to pay each installment of Real Estate Taxes and any applicable Supplemental Payments under this Agreement includes (and the above-referenced lien secures) the obligation to pay any and all statutory penalties or interest on delinquent real property tax payments and reasonable costs of collection actually incurred, including all expenses which may be paid or incurred by or on behalf of the Commission in connection with the foreclosure of the lien for unpaid property taxes and Supplemental Payments, including and without limitation, reasonable attorneys' fees, stenographers' charges, publication costs and costs of procuring all title searches, policies and examinations and similar data and assurances with respect to title as the Commission reasonably may deem necessary to prosecute such suit. The lien created by this Agreement shall be and is binding on the Developer and its successors in title to the Mixed-Use Project Site, as well as any mortgagee, lessee, assignee, licensee, or any other person or entity claiming an interest in the Mixed-Use Project Site to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13.
- (b) Developer and its successors in title to the Mixed-Use Project Site shall pay all Real Estate Taxes before the tax bills are delinquent. Except as provided herein, nothing in this Agreement shall be deemed to release Developer from the obligation to pay any Real Estate Taxes or assessments on the Real Estate regardless of when payable or assessed. Developer acknowledges and agrees that the amounts of the Supplemental Payments are not indicative of or relevant to the real estate taxes that may be assessed on the Project. Accordingly, Developer agrees that amounts of the Supplemental Payments, or the information contained herein shall not be used in any appeal of a tax assessment, whether by Developer or a successor in interest or any unit of government.

- (c) Developer expressly acknowledges that its duties under this Agreement touch and concern the Mixed-Use Project Site and that the Supplemental Payments defined in this Agreement are and shall be secured by a lien upon the Mixed-Use Project Site to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13, which lien and this Agreement shall run with the Mixed-Use Project Site and be binding upon and enforceable against Developer and its successors in title or interests therein so long as the obligation to make Supplemental Payments under this Agreement remains in effect and the Real Estate Taxes and/or Supplemental Payments remain unpaid. For the avoidance of doubt, the term “Developer” as used in this Agreement refers to the then current owner of the Mixed-Use Project Site, or any portion thereof, that is legally obligated to pay Real Estate Taxes on the Mixed-Use Project Site.

6. Defaults and Remedies.

- (a) Events of Default. It shall be an "Event of Default" if either party fails to perform or observe any term or condition of this Agreement to be performed or observed by if such failure is not cured within the Cure Period.
- (b) Remedies. Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect its rights under this Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of Developer to perform or observe a material term or condition of this Agreement to be performed or observed by it.
- (c) Reimbursement. If either party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses (including, without limitation, attorneys' fees and other legal costs), together with interest at the rate of 10% per annum.

7. Termination.

- (a) This Agreement shall terminate and Developer shall have no obligation to make Supplemental Payments under this Agreement accruing from and after the date that is the earliest to occur of: (i) the date of defeasance of the Bonds; (ii) when the debt service on the Bonds is fully and indefeasibly paid in full; or (iii) the Termination Date. Notwithstanding the definition of Bonds, as set forth in the Recitals hereto, if: (a) there is a restructuring of the Bonds; and/or (b) the Bonds are repaid, refunded, redeemed, defeased, refinanced, and/or “taken out” in full and replaced with a new financing, then the restructured Bonds and/or the new financing shall constitute the “Bonds” for purposes of this Agreement so long as such Bonds do not extend the Bonds’ initial maturity date.
- (b) On the Termination Date, this Agreement shall terminate and shall be deemed fully performed, all liability hereunder for such Supplemental Payments shall cease, and the lien created by this Agreement shall cease. Upon the request of Developer, the Commission agrees to execute and record promptly an instrument evidencing the release of the lien created by this Agreement.

8. Indemnification. Each party shall indemnify and hold harmless the other party from and against any and all claims, damages, losses, and expenses (including, without limitation, attorneys' fees) arising from or connected with the breach by such party of any term or condition of this Agreement. The foregoing indemnification obligations shall survive the expiration of the Term.

9. Binding Effect. This Agreement shall: (a) run with the Mixed-Use Project Site; (b) bind the Developer and each successor Developer of all or any portion of the Mixed-Use Project Site; and (c) inure to the benefit of the Commission.

10. Notice of Appeal. Notwithstanding any other provision of this Agreement, the Developer shall provide the Commission with written notice of any intended challenge or appeal of the Applicable Rate or the Assessed Value throughout the Term.

11. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (i) delivered in person to the other party; (ii) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (iii) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to City at 130 Penn Street, Westfield, Indiana 46074, Attn: Mayor, with copies to: James T. Crawford, Jr., Taft Stettinius & Hollister LLP One Indiana Square, Suite 3500, Indianapolis, IN 46204 and to Developer at 2942 Elam Road, Murfreesboro, Tennessee 37127, with copies to: Eric M. Douthit, Church Church Hittle + Antrim, 2 North 9th Street, Noblesville, Indiana 46060. Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

12. Authority. Each undersigned person executing this Agreement on behalf of the Commission and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the Commission and Developer, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by the Commission and Developer, respectively.

13. Assignment. Developer shall not assign this Agreement without the prior written consent of Commission; provided that without the prior written approval of Commission, Developer may assign this Agreement to a person or entity that is the fee simple owner of any part of the Mixed-Use Project Site. The Commission may assign any and all of its rights under this Agreement to the trustee for the Bonds as additional security for the Bonds without the prior written consent of Developer.

14. Subdivision. Not less than 30 days prior to the transfer or conveyance of any part of the Mixed-Use Project Site that: (a) creates a separate parcel; or (b) otherwise creates disparate ownership between any portion of the Mixed-Use Project Site; Developer shall provide City written notice of such subdivision of the Mixed-Use Project Site. Upon receiving the Developer's notice, the City shall: (a) with Developer, execute an amendment to this Agreement to reduce the total amount of the Projected Mixed-Use TIF Revenue for the part of the Mixed-Use Project Site retained by Developer either: (i) in proportion to the reduction in the total Projected Mixed-Use TIF Revenue retained by Developer; or (ii) in the amount of the total Project Mixed-Use TIF Revenue, less fifty percent (50%) of the Real Estate Taxes to be paid by such owner on that portion of the Mixed-Use Project Site; and (b) with the fee simple owner of the remainder of the Mixed-Use Project Site, execute and record a taxpayer agreement: (i) in the amount of the original Projected Mixed-Use TIF Revenue, less the Projected Mixed-Use TIF Revenue in the amended version of this Agreement; and (b) with the same terms as included herein.

15. Miscellaneous. This Agreement: (a) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; (c) may be modified only by a written agreement signed by both the Commission and Developer; and (d) shall be recorded by Developer at its cost. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

16. Recordation. This Agreement shall be recorded by Developer at its cost upon the proceeds of the Bonds being available for disbursement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Commission and Developer have executed this Agreement as of the date set forth above.

WESTFIELD REDEVELOPMENT
COMMISSION

By: _____
Joseph Plankis, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Joseph Plankis, the President of the Westfield Redevelopment Commission, who acknowledged the execution of the foregoing Taxpayer Agreement for and on behalf of such entity.

Witness my hand and Notarial Seal this _____ day of September, 2023.

By: _____
Notary Public

Printed Name: _____

My commission expires: _____

I am a resident of _____ County, _____

[Commission Signature Page – Taxpayer Agreement]

LANTERN COMMONS MASTER LLC, an Indiana
limited liability company

By: _____
Name, Title

STATE OF)
) SS:
COUNTY OF)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, Manager of
Lantern Commons Master LLC, who acknowledged the execution of the foregoing Taxpayer Agreement for and on
behalf of such entity.

Witness my hand and Notarial Seal this _____ day of September, 2023.

By: _____
Notary Public

Printed Name: _____

My commission expires: _____

I am a resident of _____ County,

[Developer Signature Page – Taxpayer Agreement]

EXHIBIT A

Mixed-Use Project Site

FRONT STREET ALLOCATION AREA

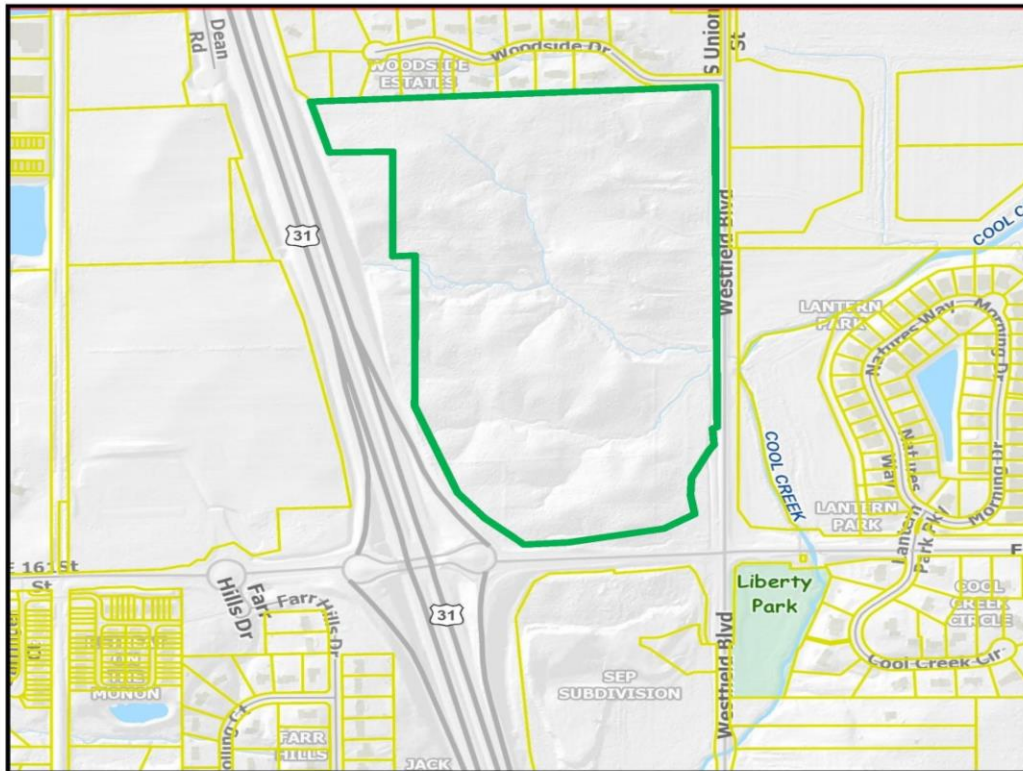


EXHIBIT B

Projected Mixed-Use TIF Revenue

YEAR	NET MINIMUM TIF REVENUE
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Tax Payer Agreement - Front Street Mixed Use Project

Exhibit B

<u>Date</u>	<u>Gross Tax Increment</u>	<u>Pledged Tax Increment</u>
1/1/2026	\$ 257,344	\$ 201,875
7/1/2026	257,344	201,875
1/1/2027	532,822	422,258
7/1/2027	532,822	422,258
1/1/2028	581,602	461,281
7/1/2028	581,602	461,281
1/1/2029	748,701	594,961
7/1/2029	748,701	594,961
1/1/2030	761,847	605,478
7/1/2030	761,847	605,478
1/1/2031	761,847	605,478
7/1/2031	761,847	605,478
1/1/2032	761,847	605,478
7/1/2032	761,847	605,478
1/1/2033	761,847	605,478
7/1/2033	761,847	605,478
1/1/2034	761,847	605,478
7/1/2034	761,847	605,478
1/1/2035	761,847	605,478
7/1/2035	761,847	605,478
1/1/2036	761,847	605,478
7/1/2036	761,847	605,478
1/1/2037	761,847	605,478
7/1/2037	761,847	605,478
1/1/2038	761,847	605,478
7/1/2038	761,847	605,478
1/1/2039	761,847	605,478
7/1/2039	761,847	605,478
1/1/2040	761,847	605,478
7/1/2040	761,847	605,478
1/1/2041	761,847	605,478
7/1/2041	761,847	605,478
1/1/2042	761,847	605,478
7/1/2042	761,847	605,478
1/1/2043	761,847	605,478
7/1/2043	761,847	605,478
1/1/2044	761,847	605,478
7/1/2044	761,847	605,478
1/1/2045	761,847	605,478
7/1/2045	761,847	605,478
1/1/2046	761,847	605,478
7/1/2046	761,847	605,478