

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_08_10_2020

Monday, August 10, 2020 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, August 10, 2020 at 07:00 PM

MEETING PLACE: Virtual Conference Call

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

AGENDA

Due to having virtual meetings, there will be no public call in available. To submit a comment for the record please email planners@westfield.in.gov.

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 7-13-20](#)

Claims:

Documents: [Docket for August 10, 2020](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Old Business:

Resolution 20-127: Fiscal Plan for Ordinance 20-24 (Annexation of 18326 & 18342 Spring Mill Rd.)

Adoption Consideration: August 10, 2020**Documents:** [Resolution 20-127](#) | [Table 5](#)**Ordinance 20-24: 100 % Voluntary Annexation for 18326 & 18342 Spring Mill Rd.****Council Introduction:** July 13, 2020**Public Hearing:** July 13, 2020**Adoption Consideration:** August 10, 2020**Documents:** [Ordinance 20-24](#) | [Location Map](#)**New Business:****Ordinance 20-28: Woods- Robinson- Briggs PUD****Council Introduction:** August 10, 2020**APC Public Hearing:** September 8, 2020**APC Recommendation:** October 5, 2020**Adoption Considerations:** October 12, 2020**Documents:** [Ordinance 20-28](#) | [Location Map](#) | [Narrative Statement](#) | [District Map](#) | [Concept Plan](#) | [District 1 Character Exhibits \(Commercial\)](#) | [District 2 Character Exhibits \(Rental Community\)](#) | [District 3 Character Exhibits \(Empty Nester\)](#) | [District 4 Character Exhibits \(Small Lot Residential\)](#) | [District 5 Character Exhibits \(Park Trailhead\)](#) | [District 6 Character Exhibits \(Townhomes\)](#)**Ordinance 20-29: Osborne Trail PUD Amendment II****Council Introduction:** August 10, 2020**APC Public Hearing:** September 8, 2020**APC Recommendation:** October 5, 2020**Adoption Consideration:** October 12, 2020**Documents:** [Ordinance 20-29](#) | [Location Map](#) | [Concept Plan](#) | [Character Exhibit](#) | [Project Narrative](#)**Ordinance 20-30: Public Safety Building Financing Bond****Council Introduction:** August 10, 2020**Adoption Consideration:** August 24, 2020**Ordinance 20-31: General Obligation Bond****Council Introduction:** August 10, 2020**Adoption Consideration:** August 24, 2020**Documents:** [Ordinance 20-31](#) | [GO Bond Infographic](#)**Resolution 20-129: SEP Allocation Area****Council Introduction:** August 10, 2020**Adoption Consideration:** August 10, 2020**Documents:** [Resolution 20-129](#) | [Resolution of the EDC/SEP Project](#)**Ordinance 20-32: SEP Bond Ordinance**

Council Introduction: August 10, 2020

Adoption Consideration: August 24, 2020

Documents: [Ordinance 20-32](#) | [Financing and Loan Agreement](#) | [Trust Indenture](#)

Resolution 20-130: Resolution for Financial Audit of Grand Park.

Adoption Consideration: August 10, 2020

Documents: [Resolution 20-130](#)

**Resolution 20-131: Resolution for Review and Approval of RDC
Contracts/Agreements**

Adoption Consideration: August 10, 2020

Documents: [Resolution 20-131](#)

Splash Pad Contract Approval for Quaker Park

Documents: [Final Splash Pad Replacement Contract](#)

KEVAWorks Request 6 Food Trucks located in the Old Marsh Parking Lot (146th & US 31), Date to be Announced

Guests:

Residents who wish to address the Council on items not on the agenda may do so at this time.

City Council Comments

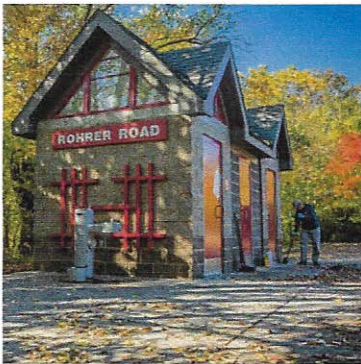
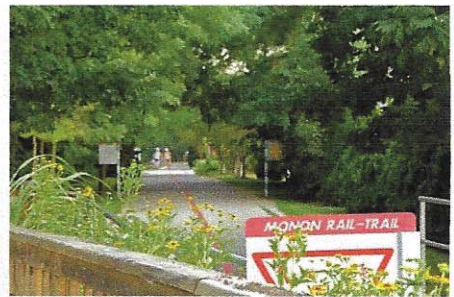
Mayor Comments

Adjourn

Executive Session: I.C. 5-14-1.5-6.1 (b) (2) (B): Legal Issues

Working Meeting

EXHIBIT E



ARCHITECTURAL CHARACTER FOR DISTRICT 5



24 JUNE 2020



Cooler Design

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 5th day of August 2020, by and between City of Westfield (“Contracting Party”) and Vortex Aquatic Structures Intl. (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Quaker Park 17501 Dartown Road, Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: May 28th, 2021 (the “Completion Date”).
 - (d) Purchase Price: 299 Thousand 100 Hundred 10 Dollars and 00/100, \$299,110.00 (see Proposal dated 14/07/2020 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$500.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for Quaker Park Splash Pad Version A” dated July 14th, 2020 inclusive of all sections and appendixes.

Should there be any conflict within the Contract Documents, the most stringent shall govern.

- (h) Addresses:

If to Contracting Party (other than Invoice Address:
Invoices):

City of Westfield
Department of Public Works
Attn: Chris McConnell
2706 East 171st Street
Westfield, Indiana 46074

cmcconnell@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Vortex Aquatic Structures Intl.
11024 Bailey Road
Suite C
Cornelius, North Carolina 28031
877-586-7839 phone

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall

be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and

hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the

right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY**: If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE**: Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT**: This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this

Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

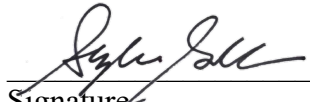
EXECUTED this 29 day of July, 2020.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

Vortex Aquatic Structures Intl.
11024 Bailey Road
Suite C
Cornelius, North Carolina 28031
877-586-7839 phone



Signature

Stephan Gradek

Printed Name

VP Finance & Strategic Initiatives

Title

July 29, 2020

Date

Signature

Printed Name

Title

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction **LOADING AND UNLOADING ONLY**:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated xx.xx.xx

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2020/21 Quaker Park Splash Pad Replacement Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2020/21 Quaker Park Splash Pad Replacement Project, hereinafter referred to as the “Project”;

WHEREAS, Vortex Aquatic Structures Intl., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Signature:

Printed Name:

Signature:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Vortex Aquatic Structures Intl., the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 + 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

Account Name	City of Westfield - Parks & Recreation - Indiana	Created Date	14/07/2020
Project Name	Quaker Park, IN	Quote Number	00028650
Project ID	35152	Quote Name	Version A
		Prepared By	Angela Monroe
		Phone	877-586-7839 ext. 361
		Email	amonroe@vortex-intl.com
Bill To Name	City of Westfield	Ship To Name	City of Westfield
Bill To	Westfield, Indiana United States	Ship To	Westfield, Indiana United States

Quantity	Item No.	Product Description
1.00	7232.2008R02	Bobble N°1 (SW,PC)
2.00	321.4100R01	DIRECTIONAL JET N°2 (EM-LFN)
1.00	0547.2008R02	GATEWAY ARCH (SW,PC)
3.00	301.4100R03	GEYSER (EM,LFN)
1.00	7238.2008R02	Helio N°3 (SW,PC)
1.00	7241.2008R02	Helio N°6 (SW,PC)
2.00	7235.2008R01	Luna Cannon N°1 (SW,PC)
1.00	7773.2008R02	Silhouette N°2 (SW, PC)
1.00	7774.2008R01	Silhouette N°3 (SW, PC)
2.00	324.4100R01	Sparkle N°1 (EM-LFN)
1.00	7799.2008R01	Spiroo (SW,PC)
1.00	7242.2008R01	TwinSplash (SW, PC)
1.00	322.4000R01	Water Bloom N°1 (EM)
1.00	611.2008R05	BOLLARD ACTIVATOR No 3(SW, PC)
2.00	1001.4000R02	PLAYSAFE DRAIN No1
1.00	D0800.0000R01	Water Distribution System (WCC) - See Description Below

Custom Product Information

Product Description Water Distribution System
 Serial Number: 35152D2007R00

Wall Mounted Command Center - Flow-Through
 Single 2" Inlet
 With Pressure Regulator; Backflow Preventer Installed
 Controller Installed in Equipment

Enquire about our cooperative purchasing programs!

0 Additional Output
1 Activation Device

8x 1-1/2" PVC Solenoid Valve Line
7x 1-1/2" PVC Solenoid Valve Line
1x MaestroPRO, Splashpad, 24 out / 12 in 240V
1x Verizon LTE Cell Module

OTHER SERVICES:

Water Flecks Safety Surfacing
Provide & Install 5137 Square Feet Water Flecks 3/8 Non Porous Surfacing
2 Standard Colors
Provide Dumpster and Dispose of Refuse

Installation Scope:

BY VORTEX USA:

Set all safe-swap anchors, ground sprays and features to elevation.
Bolt and flow adjustments for all features
Pipe all features with Upornor/Poly piping to water/sewer/manifold.
Make connections to existing 10,000 gallon holding tank from drains.
Install Wall Mounted Manifold in room.
Provide a 95% compacted sand base to leave a 6" reveal for concrete pad
6" Concrete for splashpad area with 3/8 Rebar – 18" on center
Start up training/Shut down training

BY CITY:

Site demoed and graded.
Remove soils.
Site restoration. Topsoil and seed disturbed areas, in needed.
All Permits and inspections required.
All utilities brought to pad (Water, Power, Sewer). Final electrical connections done by City.
Need 2" dedicated water feed line brought to pad after city provided back flow preventer and/or water meter is installed to have 85psi for system to function properly.
Provide power to site and final connections to manifold/controller.
Temporary Fencing, if required.

Terms & Totals

Field Credit Terms	50% Deposit - Balance Before Shipment	Subtotal	USD 79,775.00
Ship Via	Best Way	Installation	USD 136,000.00
		Other Services	USD 80,025.00
		Freight	USD 1,500.00
		Embed Freight	USD 950.00
		Packaging	USD 860.00
		Grand Total	299,110.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections

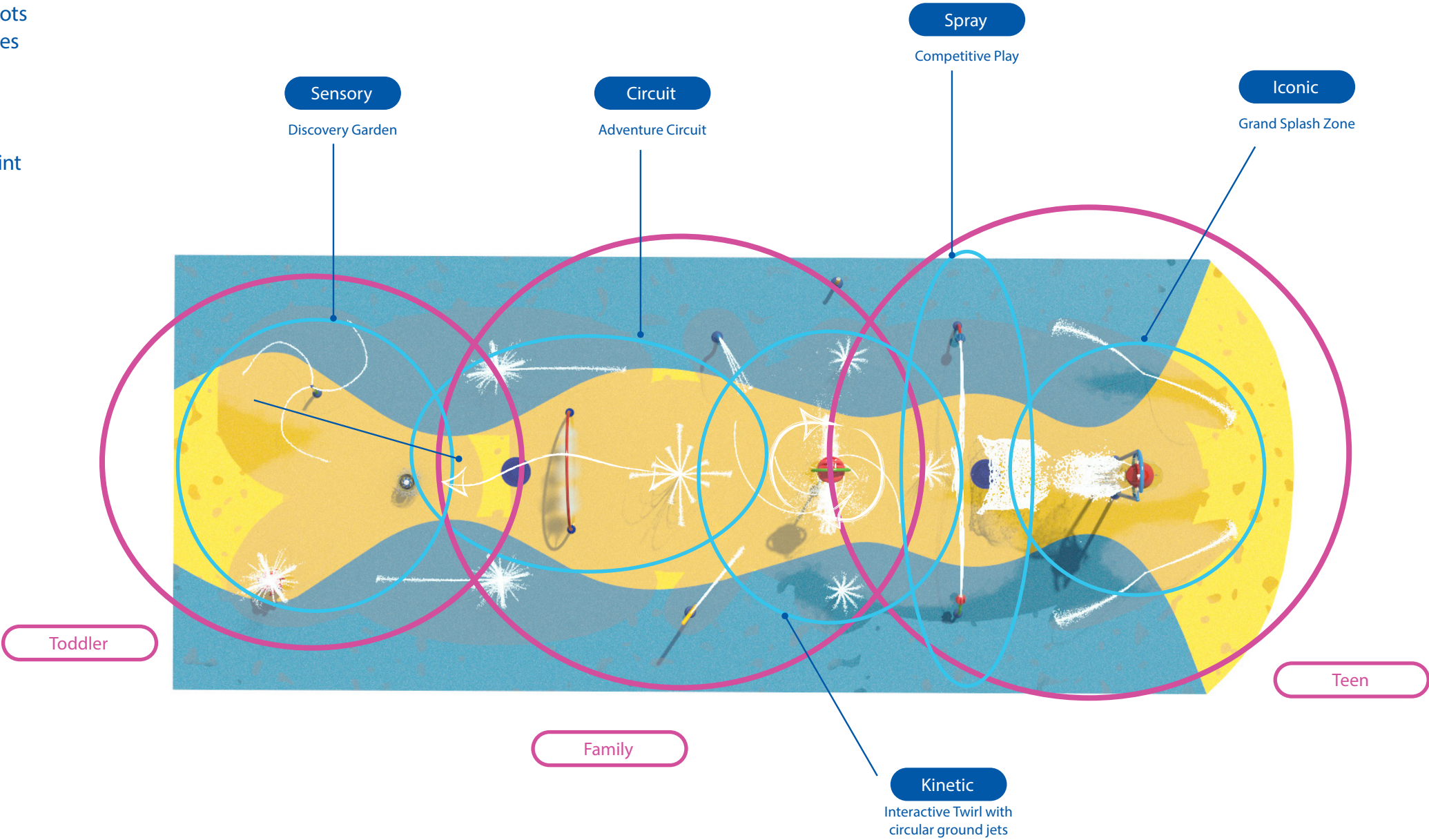
Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed

Play Value Planning

Aquatic play may feel spontaneous, but it actually requires lots of planning. We design every play experience to keep families engaged, boost dwell times, and increase return visits.

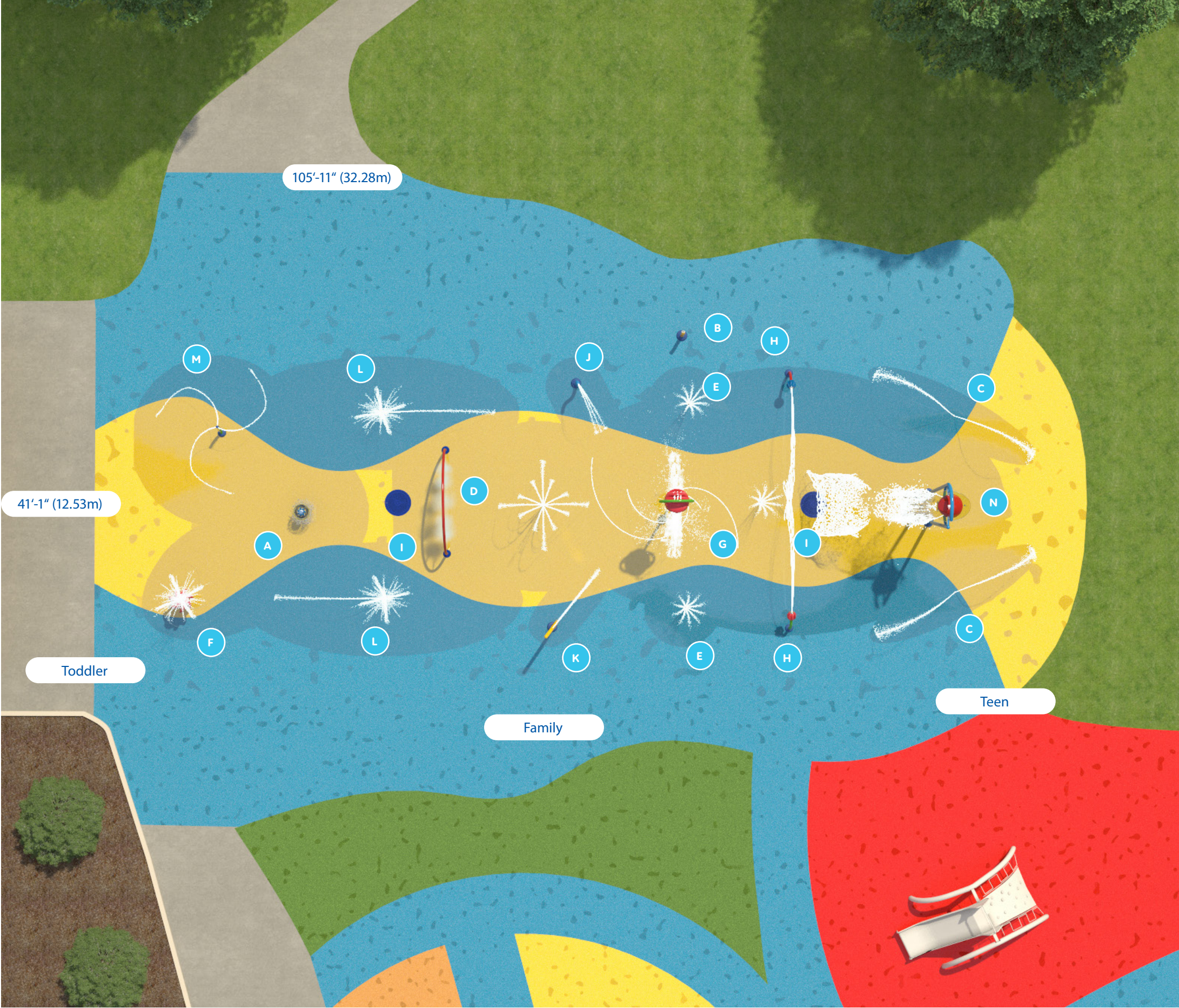
To build lasting memories among moms, dads, and little ones of all abilities, we carefully consider how to integrate products that cater to everything from the location's footprint and capacity to its demographics and theming objectives.

-  **Sensory**
Stimulates & develops multiple sense experiences
-  **Spray**
Encourages teamwork & competition
-  **Kinetic**
Features interactive fun & encourages movement
-  **Iconic**
Features interactive fun & serves as a social gathering place
-  **Circuit**
Encourages physical development



Total area: 4263 ft² (396 m²)
Total sprayzone area: 2941 ft² (273 m²)

REF	PRODUCT	QTY	GPM	LPM
A	Bobble N°1 VOR 7232	1	6	22.7
B	Bollard Activator N°3 VOR 0611	1	0	0
C	Directional Jet N°2 VOR 0321	2	3	11.4
D	Gateway Arch VOR 0547	1	7.5	28.4
E	Geyser VOR 0301	3	13.5	51.1
F	Helio N°3 VOR 7238	1	3	11.4
G	Helio N°6 VOR 7241	1	13	49.2
H	Luna Cannon N°1 VOR 7235	2	13	49.2
I	Playsafe Drain N°1 VOR-1001.4000	2	0	0
J	Silhouette N°2 VOR 7773	1	3	11.4
K	Silhouette N°3 VOR 7774	1	6	22.7
L	Sparkle N°1 VOR 0324	2	5	18.9
M	Spiroo VOR 7799	1	7	26.5
N	Twinsplash VOR 7242	1	12	45.4
O	Water Bloom N°1 VOR 0322	1	9	34.1
TOTAL WATER FLOW		QTY	GPM	LPM
		21	101.0	382.4



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



Request for Proposal

Splash Pad Replacement Quaker Park

INTRODUCTION

The Westfield Parks and Recreation Department goal is to provide safe and fun play experiences in our parks. The City, for the last 14 years, has operated an incredibly popular Splash Pad at our Quaker Park location. The Splash pad has offered a safe and enjoyable experience for many of Westfields residents and visitors alike.

OBJECTIVE

To replace the current Splash Pad with a one-of-a-kind Splash Pad that will meet the needs of the residents and visitors of the City of Westfield for years to come. The new Splash Pad will fit with in the overall colorful theme of Quaker Park and offer water play to all ages. The Splash Pad will also need to fill the same area and footprint that is left after the removal of the current one.

PROJECT SCOPE

Companies interested in this project will be invited to a mandatory web-based pre-project meeting on Thursday July 9th, 2020. Details regarding the meeting login will be sent to bidders upon their submission of an intent to bid. At this meeting we will review this request and answer any questions bidders might have.

Responding companies are welcome to develop up to three designs that would work in the footprint laid out for the new Splash Pad (appendix A). The designs will be reviewed by City Staff and scored based on the selection criteria stated below.

A final design will be selected July 24, 2020 and a contract will be awarded for the construction of the Splash Pad in Fall of 2020 Spring of 2021 with an opening of Memorial Day 2021.



Additional planning will need to take place prior to installation, to address any final design changes. In the attached appendix A, you will find an aerial view of the Splash Pad area.

GENERAL REQUIREMENTS

Interested companies should advise Chris McConnell via email that they intend to participate in the pre-project meeting on prior to the scheduled meeting. This meeting will take place as scheduled and all that intend to submitted a proposal must attend.

The submittal deadline for up to three designs is July 17, 2020. Submitting companies shall include their qualifications as well as the installers qualifications. In addition, we need to know the company's capacity for completing this project for a Memorial Day 2021 opening.

The designs should address:

1. Should fit with in designated play area (appendix A)
2. Be a Unique design matching as best as possible Colorful theme of Quaker Park (appendix B)
3. Be a fresh water system using the existing 2" water supply
4. Must use poly pipe under ground
5. Include 10 to 11 unique water features
6. Must include a digital control unit that is accessible remotely with the minimum of the following features:



- a. Shall be factory programmed with spray sequences designed according to the requirements of the project. Users shall have the flexibility to modify sequence duration specifically to each operation schedule directly through an interface. New sequences shall be able to be added 24hr/7day user programmable. Unit shall allow the user to set the operational hours of the facility. Sequence quantity shall not be limited.
 - b. Have a minimum of a 10" touch screen interface.
 - c. Allow for expansion
7. Must include Safety surfacing on designated area (appendix C) with availability to include two different colors without additional cost
8. Cost must be inclusive of all aspects of installation of new unit (does not need to include demo of old structure)
9. Feature/cycle water usage must not exceed available supply.
10. Product Construction should meet or exceed the following specs:
 - a. All play features to be installed above grade shall be manufactured from stainless steel.
 - b. All hardware and anchoring systems shall be manufactured from Stainless Steel
 - c. Anchoring system will allow for the changing of features without having to alter the infrastructure
 - d. All spray nozzles, caps and heads shall be manufactured from lead free brass.
 - e. Painted finishes should be glossy heat-cured powder coat that is UV and Chemical resistant



- f. Must include electronically controlled Solenoid Valves with integrated flow control adjustment valve for fine tuning and manual override capabilities
 - g. Water distribution manifold shall be manufactured of Stainless Steel, include pressure gauge, and be pressure tested to a minimum of 150psi
11. All surface drains must tie into existing 10,000 gallon holding tank for reuse as irrigation supply (shown in appendix D)

SELECTION CRITERIA (100 points possible)

- Project Team – 10 pts (Team organization, experience of key team members and management)
- Capabilities – 20 pts (Demonstrated ability to meet project schedule and budgets)
- Capacity – 10 pts (Provide company and their installers availability for an installation that meets the Memorial Day 2021 opening)
- Design Goals – 40 pts (designs must meet the criteria set forth in the RFQ as well as the discussed at the Site visit)
- Sustainability – 20 pts (the company must prove their design and equipment requires low maintenance, has a generous warranty, and will last for years)

PROJECT BUDGET

The budget for the complete project is not to exceed \$300,000. The City will make sure that the old Splash Pad is removed and site is prepped to the installers specific needs to begin installation.



PROJECT CONTACTS

Christopher McConnell | City of Westfield Parks Department

Public Works | 2728 East 171st Street | Westfield,
IN 46074

cmcconnell@westfield.in.gov | 317-372-1192

Jeremy Lollar | Director of Public Works

Public Works | 2728 East 171st Street |
Westfield, IN 46074

jlollar@westfield.in.gov | 317-804-3195

Johnathon Nail | City Engineer

Public Works | 2728 East 171st Street |
Westfield, IN 46074

jnail@westfield.in.gov | 317-430-6750

Appendix A:

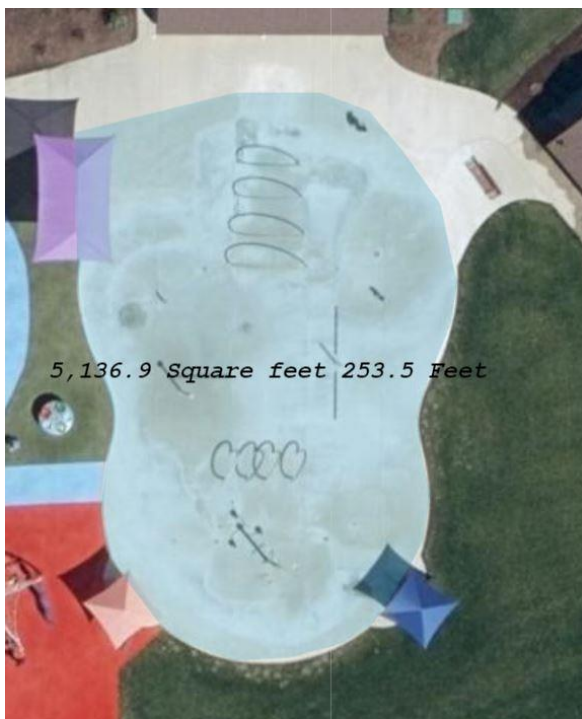


Appendix B:





Appendix C:



Appendix D:



Westfield City Council July 13, 2020

The Westfield City Council held a meeting on July 13, 2020 via a virtual conference call. Present on the call, were Joe Edwards, Scott Willis, Cindy Spoljaric, Jake Gilbert, Mike Johns, Scott Frei and Troy Patton. Also present were Clerk Treasurer Cindy Gossard, Mayor Andy Cook and Brian Zaiger, legal counsel.

Joe Edwards called the meeting to order at 7:00 pm.

Approval of Minutes:

Scott Willis made a motion to approve the June 22, 2020 minutes as presented.

Jake Gilbert seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Cindy Spoljaric made a motion to approve the claims as presented. Mike Johns seconded.

Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentations:

None

Old Business:

Ordinance 20-08: Wheeler Landing PUD Amendment III

Council Introduction: February 10, 2020

APC Public Hearing: March 2, 2020

APC Recommendation: July 6, 2020

Adoption Consideration: July 13, 2020

Caleb Ernest presented stating this was a request to modify the State Rd 32 overlay on 2.3 acres NW of Wheeler Rd and State Rd 32. Concerns from citizens and APC members were addressed and changes since introduction were made.

Scott Willis made the motion to approve Ordinance 20-08 as presented. Mike Johns seconded.

Vote: Yes-6; No-1 (J. Gilbert) Motion carries.

Resolution 20-124: Fiscal Plan for Ordinance 20-20 (Chatham Hills Phase 19)

Adoption Consideration: July 13, 2020

Pam Howard presented stating this involves 80 acres South of 206th St., West of Horton Rd. Net impact would be \$29,313.00.

Jake Gilbert made the motion to approve Resolution 20-124 as presented. Troy Patton seconded.

Vote: Yes-7; No-0. Motion carries.

[Type here]

Ordinance 20-20: 100% Voluntary Annexation Chatham Hills Phase 19

Council Introduction: June 8, 2020

Public Hearing: June 8, 2020

Adoption Consideration: July 13, 2020

Pam Howard presented with the above Resolution.

Cindy Spoljaric made the motion to approve Ordinance 20-20 as presented. Scott Frei seconded.

Vote: Yes-6; No-0 (T. Patton lost audio)

Ordinance 20-22: Grassy Branch Market Place PUD Amendment I

Council Introduction: June 8, 2020

APC Public Hearing: July 6, 2020

APC Recommendation: July 6, 2020

Adoption Consideration: July 13, 2020

Daine Crabtree presented stating this is a request to amend the Outside Storage and Display standards of Lot 3 (approx. 4.16 acres) of the Grassy Branch Marketplace.

Mike Johns made the motion to approve Ordinance 20-22 as written. Cindy Spoljaric seconded.

Vote: Yes-6; No-0. (T. Patton lost audio)

New Business:

Ordinance 20-24: 100% Voluntary Annexation (18326 & 18342 Spring Mill Rd.)

Council Introduction: July 13, 2020

Public Hearing: July 13, 2020

Adoption Consideration: August 10, 2020

Pam Howard presented stating this involves approximately 35 acres South of 186th St., West of Spring Mill Rd.

Public Hearing Open: 7:18 PM – No comments

Public Hearing Closed: 7:19 PM

[Type here]

Ordinance 20-25: Northpoint II PUD

Council Introduction: July 13, 2020

APC Public Hearing: September 8, 2020

APC Recommendation: October 5, 2020

Adoption Consideration: October 12, 2020

Pam Howard presented stating this would amend the UDO and zoning map regarding approximately 183 acres on the Northside of SR 38, NE of the current Northpoint properties.

Russell Brown, attorney for Northpoint Owners, stated there is a need for growth of large Commercial and Distribution Areas in Westfield and this is a prime location.

East Street Construction Inspection Contract

Johnathon Nail presented stating this agreement is with the City and Lochmueller Group, Inc to provided inspection services on the East Street project (196th St. to SR 38.) This project is an 80/20 match with INDOT. Lochmueller, being the lowest bidder would have a contract not to exceed \$499,970.00 for their services.

Troy Patton made the motion to accept the contract as written. Scott Frei seconded.

Vote: Yes-7; No-0. Motion carries.

Ordinance 20-26: Transparency Related to Campaign Contributions

Council Introduction: July 13, 2020

Scott Frei introduced stating that City Council members will no longer be allowed to take part in an action or vote on a project originated by a third-party contributor who has contributed (monetary or in-kind) more than \$250 to that Council Member's election campaign during or since the previous election cycle.

It was suggested this item be brought back to the August 10th Council Meeting to allow public comments.

Ordinance 20-27: Amending Planned Unit Development Ordinances

Council Introduction: July 13, 2020

Scott Frei introduced stating any PUD approved going forward will have an expiration date of 3 years following approval of the PUD. Failure to follow construction as it relates to the PUD within that three -year period will automatically void the approval of the PUD. The PUD zoning will remain valid, but if a request for extension, in writing, is not submitted and approved by Council, a new rezone or text amendment will need to be approved and established. Each PUD approved within 7 years prior to the date of approval of this Ordinance will be subject to the three-year timeline.

There was Council discussion and it was decided to bring this back to the August 10th meeting to allow public comment.

Resolution 20-128: Operation of Grand Park Contracts/Agreements

Council Introduction: July 13, 2020

Adoption Consideration: July 13, 2020

Troy Patton presented stating unless approved by Council, no current agreements as it relates to outdoor sports at Grand Park including diamonds and fields will be extended past December 31, 2020. This would also apply month-to-month agreements made as of June 30, 2020. All future agreements as of June 30, 2020 must be approved by Council prior to execution. The Resolution states that no documented Westfield resident will pay gate fees to enter Grand Park outdoor sports activities for any event unless approved by City Council. All outdoor facilities unless rented or “in use” may be used by Westfield residents. Westfield based teams consisting of 100% Westfield residents, will not be charged more for tournaments and/or field rental than any other teams.

Council discussion/An audit of Grand Park will be discussed at the August 10th meeting.

Troy Patton made the motion to approve Resolution 20-128 as written. Mike Johns seconded. Vote: Yes-6; No-0 (Abstained C. Spoljaric) Motion carries.

City Council Comments:

Joe Edwards brought up the topic of Golf Carts and use on paths (not on agenda), stating a review of the current Ordinance needed to be looked into as citizens are voicing their concerns. Jeremy Lollar explained current Ordinance, and detailed where currently golf carts are permitted in Westfield. ***Emails received from Ken Tucker and Terri Kimball.**

Cindy Spoljaric stated she felt that Ordinance 20-27 was a good starting point in reviewing past and future PUDS. Matt Skelton, Karen Ackerson, Peter Ackerson, Birch Dalton, and Linda Naas voiced opinions on the Ordinance. Scott Willis spoke regarding following transparency.

[Type here]

Mayor Comments:

None

Without any further business, the meeting adjourned at 8:40 pm.

Clerk-Treasurer

President

[Type here]

RESOLUTION 20-127

A RESOLUTION ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF LANDS DEFINED IN ORDINANCE 20-24

WHEREAS, the City of Westfield (the “City”) desires to annex certain parcels as identified in **Exhibit A** and **Exhibit B** (the “Annexation Area”) into the municipality; and,

WHEREAS, pursuant to Indiana Code § 36-7-4-3.1 a fiscal plan must be prepared and adopted by resolution prior to such annexation; and,

WHEREAS, the required fiscal plan, included as **Exhibit C** (the “Fiscal Plan”) and attached hereto and made a part hereof, has been prepared and presented to the Council for consideration; and

WHEREAS, the Fiscal Plan has been reviewed and complies with the requirements of Indiana Code § 36-4-3-13.

NOW, THEREFORE, BE IT RESOLVED that the Fiscal Plan attached hereto and made a part hereof is hereby approved and adopted by the Westfield City Council.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ADOPTED AND PASSED THIS _____ DAY OF AUGUST, 2020, BY THE WESTFIELD CITY COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

James J. Edwards, as Presiding Officer
on Behalf of the Westfield City Council

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 20-127 was delivered to the Mayor of Westfield
on the _____ day of August, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-127
this _____ day of August, 2020.

I hereby VETO Resolution 20-127
this _____ day of August, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

Prepared by: Pam Howard, Senior Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A
ANNEXATION AREA

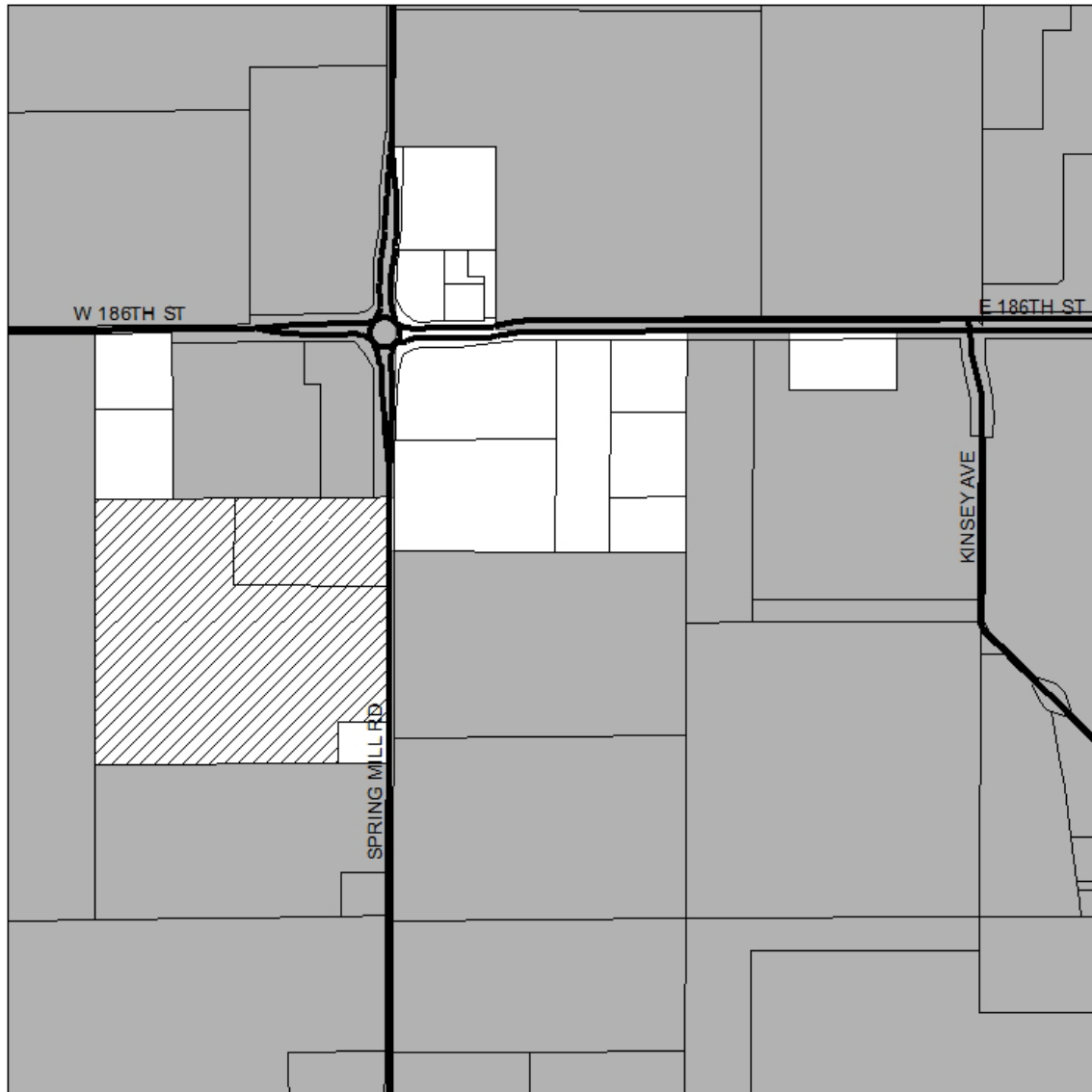


EXHIBIT LEGEND

- | | |
|--|---|
|  ANNEXATION AREA |  PARCELS |
|  EXISTING CITY LIMITS |  STREETS |

Not To Scale

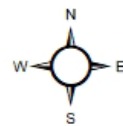


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes two (2) parcels of land:

Parcel Nos. 08-05-34-00-00-010.000
08-05-34-00-00-010.001

BEGIN AT A POINT 46 RODS SOUTH OF THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST, AND RUN SOUTH 72 RODS, THENCE WEST TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER, THENCE NORTH 72 RODS, THENCE EAST TO THE PLACE OF BEGINNING, IN HAMILTON COUNTY, INDIANA.

EXCEPT: A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19. NORTH, RANGE 3 EAST, DESCRIBED AS FOLLOWS:

BEGIN 1762.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; RUN THENCE SOUTH ON AND ALONG THE EAST LINE OF SAID QUARTER, 185.0 FEET TO A POINT; THENCE WEST ALONG A FENCE LINE ON NEIMAN'S SOUTH LINE, 235.46 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH SAID EAST LINE, 185.0 FEET TO AN IRON STAKE, SAID STAKE BEING 235.46 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST 235.46 FEET TO THE PLACE OF BEGINNING.

ALSO INCLUDING:

IN ADDITION TO THE AFOREMENTIONED, THE ANNEXED AREA SHALL INCLUDE THOSE PUBLIC HIGHWAYS AND RIGHTS-OF-WAY OF PUBLIC HIGHWAYS REQUIRED TO BE ANNEXED BY INDIANA CODE 36-4-3-2.5, INCLUDING THE RELEVANT PORTIONS OF SPRING MILL ROAD.



Fiscal Plan for the Voluntary Annexation of Real Estate Contiguous to the City of Westfield, Indiana

Described as real estate located at 18326 & 18342 Spring Mill Road

**This Fiscal Plan Supports
Ordinance 20-24**

**This Fiscal Plan is Exhibit C
of Resolution 20-127**

Introduction

The purpose of this report is to outline the estimated fiscal impact of annexation upon the City of Westfield, Hamilton County, Indiana (the “City”) and ability of the City to provide necessary municipal capital and non-capital services to an area proposed for annexation. The area proposed for annexation that is analyzed in this report is referred to as the “Annexation Area”, as further described herein, and is located adjacent to the existing corporate limits of the City. The annexation is one hundred percent (100%) voluntary.

The Indiana Statute (I.C. § 36-4-3-13(d)) governing annexation activity by the City requires the preparation of a written fiscal plan and the establishment of an annexation policy, by resolution, as of the date of the annexation ordinance. The fiscal plan is required to address the following, as further summarized herein and the exhibits attached hereto:

1. The cost estimates of planned services, capital and non-capital in nature, to be provided within the area proposed for annexation (as set forth in **Exhibit 3**).
2. The method or methods of financing the planned services.
3. The plan for the organization and extension of services.
4. Municipal services of a non-capital nature, including police protection, fire protection, street and road maintenance and other non-capital services, to be provided within one (1) year of the effective date of the annexation ordinance to the extent that such services are equivalent in standard and scope to those services already provided within the city limits.
5. Municipal services of a capital improvement nature, including street construction, sewer facilities, water facilities and storm water drainage facilities, to be provided within three (3) years of the effective date of the annexation ordinance to the extent that such services are equivalent in standard and scope to those services already provided within the City’s corporate limits.
6. Estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels and annual service payments in those subdivisions for four (4) years (as set forth in **Exhibit 4** and **Exhibit 6**).
7. Estimated effect of the proposed annexation on city finances and revenue for the next four (4) years (as set forth in **Exhibit 3** and **Exhibit 4**).
8. Estimated impact on political subdivisions in the county that are not part of the annexation and on taxpayers in those political subdivisions for four (4) years (as set forth in **Exhibit 6**).
9. A list of all parcels of property in the proposed annexation area, including the name of the parcel owner, the parcel number and the most recent assessed value of the parcel (as set forth in **Exhibit 5**).

This report contains an analysis of the revenues and expenditures that will result from the annexation of certain territory by the City. While the City is committed to providing the highest quality service to all areas of the community, the dollar figures presented here are only estimates and are subject to change. Variations may occur depending upon the rate and extent of future development, an increase or decrease in the cost of providing municipal services, or fluctuations in future property assessments.

City of Westfield Annexation Philosophy and Plan

A. Fiscal Policy of the City

The annexation policies of the City are expected to correspond with the fiscal policies of the City. Therefore, it is the policy of the City that annexation(s) should only be undertaken under circumstances which are not adverse to the fiscal interests of the current residents and taxpayers of the City.

B. General Philosophy and Plan

The philosophy and plan of the City is to annex real estate into its corporate limits in accordance with the terms of Title 36, Article 4, Chapter 3 of the Indiana Code. The adoption of an ordinance authorizing such annexation shall:

1. Provide the residents of the City with a broad, stable and growing economic tax base; and,
2. Provide a plan for the quality and quantity of urban development in a coordinated manner; and,
3. Provide for preservation and enhancement of the public's overall health, safety, and welfare, regarding all of the City's residents; and,
4. Allow for the provision of services to the annexed area in a cost effective manner that will not significantly impact existing residents.

C. Further the City Shall:

1. First seek the voluntary annexations of new developments contiguous to the current City boundaries. It is the preference of the City to implement annexation action under the most amenable conditions possible. Therefore, in cases where it is practical and possible to achieve consensus, the City prefers to proceed with annexation under the "voluntary" provisions of the statute (I.C. § 36-4-3-5);
2. Enhance the existing assessed valuation of the municipality through voluntary annexations;
3. Consider any requests for voluntary annexation from existing parcels; and
4. Consider any forced annexations that will positively impact the future economic development opportunity of the community.

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Parcel Analysis

A. Description

The Annexation Area is located at 18326 & 18342 Spring Mill Road (see attached **Exhibit 1**) and encompasses an area of approximately 35 acres.

B. Contiguity

Property contiguous with the City's corporate limits may be annexed into the City's corporate limits (I.C. § 36-4-3-1.5). I.C. § 36-4-3-1.5 provides that property is considered "contiguous" if at least one-eighth (1/8) of the aggregate external boundaries of the property coincides with the boundaries of the City's corporate limits. In determining if property is contiguous, a strip of land less than one hundred fifty (150) feet wide which connects the City's corporate limits to the Annexation Area is not considered a part of the boundaries of either the City's corporate limits or the property to be annexed. The Annexation Area meets the contiguity requirements of I.C. § 36-4-3-1.5.

C. Population and Structures

The Annexation Area contains one residential structure, two accessory structures, seven agricultural structures, and no inhabitants.

D. Zoning

The Annexation Area is currently located within the planning and zoning jurisdiction of the City through a joinder agreement with Washington Township served by the Westfield-Washington Township Advisory Plan Commission. If annexed, then the parcels will remain in the same planning jurisdiction. The zoning designation of the Annexation Area is: AG-SF1: Agriculture/Single-Family Rural District.

E. Property Tax Assessment

The 2019 pay 2020 total gross assessed valuation of all real property and its improvements located within the Annexation Area is \$311,200.

F. Municipal Property Tax Rate

The existing 2019 pay 2020 property tax rate assessed to all real property and its improvements within the Annexation Area is \$2.296 per \$100 of assessed valuation. This is the total Washington Township tax rate assessed to all real property and its improvements, subject to any property tax "cap" which may apply.

G. Council District

The Annexation Area will be incorporated into Council District 3.

H. Proposed Build-out

The build-out of the Annexation Area is planned to include an agricultural processing use. Site construction for the Annexation Area is planned by the developer to be initiated in 2020. For purposes of this analysis, the following improvements are projected to be completed during the five (5) year period following annexation:

a. Agricultural Processing¹:

- 2020: Repurposing existing barn with an estimated improvement value of \$300,000.
- 2021: New greenhouse with an estimated improvement value of \$100,000.
- 2022: No additional improvements proposed.
- 2023: No additional improvements proposed.
- 2024: No additional improvements proposed.

Estimated property taxes and revenue generated from the projected build-out are set forth in **Exhibit 3**, Table 1 and Table 2.

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¹ Improvements will be for the purpose of wine processing and bottling..

Municipal Services

The City currently extends to its citizens a range of public services. These services are provided by different municipal departments. Each department has a unique function within the municipal service system of the City. These departments include: Police, Fire, Public Works, Clerk-Treasurer's Office, Informatics, Administration, Guest Services, Grand Park, Westfield Welcome, and Community Development.

Each of the municipal service sectors are analyzed in this section to determine the impact of annexation on their ability to provide both capital and non-capital services to the area proposed for annexation as required by Indiana law. The method used to determine the fiscal impact of annexation is known as "fiscal impact analysis".

Fiscal impact analysis is a method of evaluation that is used to measure and project the direct public costs and revenues associated with residential and non-residential growth within a municipality. It explores public (government) costs and revenues. It does not consider private costs of public actions. Therefore, special assessments on real property or the value of land dedications required of developers are considered private revenues. Individual services contracted for homeowners associations, neighborhoods, and similar groups are also considered private.

All municipal departments, with the exception of Grand Park, were analyzed to determine the extent of the effect of annexation. The Police, Fire, Public Works, Clerk-Treasurer's Office, Informatics, Administration, Guest Services, Westfield Welcome, and Community Development were identified as being affected by the annexation of new territory.

The cost estimates of planned services to be furnished to the Annexation Area have been computed based on the 2020 budget. Input from all departments was gathered, and a careful analysis was prepared in an effort to meet all the requirements of Indiana Code § 36-4-3. Each capital service was assessed by Department of Public Works and where required, specific improvements and costs have been programmed. The findings and proposed improvements for each capital service are detailed in this report. Some services may already be available to the Annexation Area, while others will have to be initiated. In each case, it is shown in this report, that service is being/will be proposed to the Annexation Area, in a manner equivalent in standard and scope to the services being providing within the City's corporate boundaries.

The existing levels and costs of service provisions for each department are outlined below:

A. Police Department

The sixty-five (65) budgeted uniformed officers of the Police Department of the City provide the citizens of the City with public safety and emergency response service throughout the corporate limits of the City. The individual services include: neighborhood patrols for the prevention of crime; detection and apprehension of criminal offenders; resolution of domestic disputes; anti-crime and anti-drug public education; traffic control and accident reporting; and the creation and maintenance of a general feeling of safety and security throughout the community.

The services provided by the Police Department vary in their individual requirements for personnel and financial resources and are subject to annual review and approval by the City Council.

Annual operating costs associated with the incremental cost of one (1) uniformed police officer(s) include salary, overtime pay, holiday pay, clothing and uniform allowance, health insurance, training, pension benefits and administrative overhead.

Capital one-time costs associated with the addition of one (1) uniformed police officer(s) include a patrol vehicle and related equipment. These costs have not been factored together to arrive at necessary service level increases for various areas under consideration for annexation.

The City will provide police service to the Annexation Area upon the effective date of annexation through the extension of an existing patrol area with existing personnel.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel, but each annexation puts pressure on the existing staffing levels.

Provision of planned services of a capital improvement nature within three years: Any additional capital requirements can be accommodated in future budgets through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

B. Fire Department

The Westfield Fire Department is an all-hazard department that provides fire and prevention services, Advanced Life Support (ALS) ambulance transport services, Community Paramedic and Opioid services, as well as hazardous materials, technical rescues, and water rescue incidents throughout the City of Westfield and Westfield Washington Township, as well as Hamilton County. Automatic Aid and Mutual Aid responses are provided by the surrounding fire jurisdictions of Carmel, Noblesville, Fishers, Sheridan, Jackson Township, Cicero, and Wayne Township when service levels drop below minimum.

The Department is budgeted for seventy-six (76) dedicated men and women who provide fire and life safety services via a command and business center and three (3) fire stations. The Command and Business Center as well as Station 381 is located at 17535 Dartown Road and is staffed with one Battalion Chief, one engine company, one truck company, and one ALS transport ambulance. Station 382 is located at 1920 East 151st Street, and is staffed with one engine company and one ALS transporting ambulance. Station 383 is located at 17944 Grassy Branch Road and is staffed with one ALS engine company.

Annexation of additional territory does not automatically lead to the need for additional personnel or fixed facilities. The department conducts an annual analysis of performance which is what drives the request for additional personnel and fixed facility investments.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel because current services already serve the Township.

Provision of planned service of a capital nature within three years: The capital services required for future growth in the fire services for the Township will be managed through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3, and Table 4.

C. Public Works Department

a. Engineering

The Engineering division manages and provides guidance for the city departments and commissions concerning the planning, design, construction, and maintenance of private and public works projects including roadway construction, pavement maintenance, storm drainage, sidewalks, handicap accessibility and other private & public development projects within the city.

b. Parks and Recreation Department

Services by the Parks and Recreation Department of the City are funded out of the City's Parks and Recreation Department budget. The existing inventory of facilities include: Armstrong Park, Old Friends Cemetery Park, Osborne Park, Raymond Worth Park, Quaker Park, Simon Moon Park, Asa Bales Park, Liberty Park, Hadley Park and Freedom Trail Park. The existing inventory of trails include: Monon, Midland Trace, Natalie Wheeler, Anna Kendall, and Cool Creek. These parks and recreation operations are supported by the City's General Fund. The Annexation Area is not anticipated to have an appreciable effect on existing park facilities and no additional costs for this function are anticipated.

c. Stormwater Services

Westfield's Stormwater utility is designated as an MS4 (Municipal Separate Storm Sewer Systems) by the State of Indiana and the US EPA. MS4 is defined as a conveyance or system of conveyances owned by a state, city, town, or other public entity that discharges to waters of the United States and is designed or used for collecting or conveying storm water. The Stormwater division handles all drainage and stormwater related issues. These include sump lines, standing water, flooding, erosion control and water quality practices.

d. Street Division

The Street Division is part of the Public Works Department of the City and has responsibility for the maintenance and upkeep of all streets and public rights-of-way within the corporate limits of the City. Maintenance activities include potholes and curb repair, mowing of weeds and other vegetation, street sweeping, sign maintenance and replacement, pavement striping, and snow removal. It is also responsible for reconstruction of sidewalks and policing of rights-of-way to support safe travel.

e. Street and Road Maintenance

Other responsibilities include resurfacing and reconstruction of all public roads with the exception of the roads falling under the jurisdiction of the Indiana Department of Transportation or the Hamilton County Highway Department. These operations are primarily funded from the Motor Vehicle Highway ("MVH") fund, the Local Road and Street Fund ("LR&S"), and the Road and Street Improvement Fund. The budgeted expenditures for MVH and LR&S is estimated to be \$4.36 million in 2020, which is approximately \$18,186 per road mile².

² Based on an estimated two hundred and forty miles of road.

Provision of planned service of a non-capital nature within one year: Street Division services can be provided for the Annexation Area with existing personnel, as at this time no new roads are anticipated to be built by the developer within the Annexation Area. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3.

Provision of planned service of a capital nature within three years: The intent of the City with respect to future road construction is to require future developers to improve, or contribute financially to the improvement of existing roadways in accordance with the impact of any proposed development. Potential road improvements are evaluated each year and the Annexation Area will be part of that annual review process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

D. Clerk-Treasurer's Office

The Clerk-Treasurer is the Fiscal Officer for the City of Westfield. The Clerk Treasurer serves as the Investment Officer of the City. The Clerk-Treasurer is also responsible for the maintenance of all City Records.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel, but each annexation puts continued pressure on additional needs.

Provision of planned service of a capital nature within three years: The capital services required for this department can be accomplished through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

E. Informatics

Informatics supports all City departments with the technology needed to provide services to the citizens of Westfield. The group also helps track all data on properties within city limits with GIS. As new efficiencies and processes are developed, the Informatics Department makes it easier for citizens to interact with the City and get information.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel, but each annexation puts continued pressure on additional needs.

Provision of planned service of a capital nature within three years: The capital services required for this department can be accomplished through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

F. Administration

a. Communications

The Communications Department effectively engages the community through created and acquired content used in newsletters, social media, local and national media, produced videos and community events. The department uses effective community outreach and messaging tools to create a hospitality industry, to make Westfield a desirable destination for visitors and a source of pride for residents.

b. City Council

The City Council is the legislative branch of our local government. In addition to adopting budgets, levying taxes, and authorizing financial appropriations to fund city operations, the council is responsible for enacting, repealing, and amending local laws.

c. Economic Development

The Economic Development Department of the City is responsible for all of the economic development functions within the corporate limits of the City. No service level increases are expected with respect to the Annexation Area.

d. Enterprise Development

The Enterprise Development Department aids the city departments in negotiating contracts and agreements while striving to develop new and creative programs and services to increase efficiency.

e. Human Resources

This Human Resources department maintains the City of Westfield employee benefits programs. This includes health, dental, vision and life insurance as well as retirement planning. Human Resources also oversees all employee worker's compensation claims, personnel and medical files coordination and the development and administration of personnel policies and procedures.

f. Mayor

As the chief executive, the mayor has the duty to oversee city government's various departments. The Mayor also has the power to either approve or veto bills passed by the City Council, the legislative branch.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel.

Provision of planned service of a capital nature within three years: The capital services required for this division can be accomplished through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

G. Guest Services

- a. At the City of Westfield, the Guest Services Department works hard to meet every residents request in a welcoming and informative manner. Personnel, located in the Westfield City Services building, field service requests in person, online and via the phone.

b. Billing Services

The Guest Services Department is responsible for the invoicing and collection of revenues for trash, recycling, and stormwater; building permits; and any miscellaneous fees associated with permits, license fees and public information requests.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel.

Provision of planned service of a capital nature within three years: The capital services required for this division can be accomplished through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

H. Westfield Welcome

Westfield Welcome serves city residents and visitors by planning events and offering engagement and volunteer opportunities. In 2019, the city hosted more than 30,000 attendees at community events and logged more than 3,700 volunteer hours to make them happen.

Within the last year, Westfield Welcome launched three new events and several community engagement initiatives including the Westfield Way Hospitality Training program, New Resident program, and the Westfield Way Award recognition program.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel.

Provision of planned service of a capital nature within three years: The capital services required for this division can be accomplished through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

I. Community Development Department

a. Building and Construction Services

The Community Development Department of the City currently processes building permits throughout the entire Township. It conducts inspections on new buildings and unsafe structures. Since this service is already being provided throughout the entire Township, no service level increases are expected with respect to the Annexation Area.

b. Planning and Zoning Services

The Community Development Department of the City is responsible for all of the planning and zoning support for the Westfield-Washington Township Advisory Plan Commission and the Westfield-Washington Township Board of Zoning Appeals, including administration of the Unified Development Ordinance. These responsibilities currently involve the entire Township; therefore, no service level increases are expected for this division with respect to the Annexation Area.

Provision of planned service of a non-capital nature within one year: The services can be provided for the Annexation Area with existing personnel who already serve the entire Township.

Provision of planned service of a capital nature within three years: The capital services required for this division can be accomplished through the annual budgeting process. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

Other Services

A. Water and Sewer Services

Citizens Westfield Water, LLC and Citizens Westfield Wastewater, LLC (collectively the “Utility”) operates the water and wastewater works within the City. Services for both water and sewer are provided within the corporate limits of the City and into portions of the Township. The Annexation Area is not currently served by the Utility’s water and sewer service.

The Utility provides the service of pumping water from the water source, treating the water to some level, distributing the water into the system of water lines, storing the water for peak demand and fire protection purposes, and maintaining the system, in its entirety. The Utility meets the parameters of providing access to water utility service, to a property, when a water distribution line is within the distributive area of a main trunk line or lateral line. When water lines are already developed with respect to a specific property, the water utility is made directly available to that property when a water line is located within three hundred (300) lineal feet of the nearest property line of the developed parcel.

Fire hydrants are generally supported by the user charge system of the Utility. The developer of any new development is generally responsible for installing the fire hydrants necessary to protect the proposed development from catastrophic fire, unless otherwise provided by the Utility or the Utility’s policies.

The installation and extension of sewer service for any proposed development in the Annexation Area will be provided in accordance with the Utility’s policies. The Utility provides access to wastewater collection, treatment and disposal service to all properties within the corporate limits of the City. The Utility meets the parameters of providing access to wastewater service when the parcel is within the drainage watershed of a major interceptor, trunk or lateral sewer which ultimately delivers wastewater to the wastewater treatment plant. In cases where sewer laterals are made available to developed parcels, the standard for service is met when the Utility’s sewer is located within three hundred (300) lineal feet of the nearest property line of the parcel.

Property tax revenues are not a part of the Utility’s budget. In addition to monthly service charges, the Utility has established a system of fees for other services such as various connection fees, and/or supplemental fees for special facilities installed to meet the needs and demands of various customers. The cost of extending water and wastewater lines within the Utility’s service area is done in accordance with the Utility’s policies. The Utility is also subject to regulatory requirements which are administered at the State and Federal level. As such, the system of fees and charges must be adjusted from time to time to remain current with regulatory and other requirements.

Financial Summary

The Annexation Area has been researched and analyzed in accordance with the terms of the Indiana Code, Title 36, Article 4, Chapter 3.

The primary source of revenue for the City is that which is received from property taxes and County Option Income Tax (COIT). The existing net assessed valuation of all real property and its improvements within the Annexation Area is \$311,200. Improvements in the Annexation Area that are projected to be completed during the five (5) year period following annexation include 0 feet of road.

As a result of additional population and road miles, the City also receives revenue from other sources that include Alcohol Gallonage Taxes, Cigarette Tax, Vehicle Excise Tax, MVH road miles tax, and LR& S road mile tax.

The property within the Annexation Area will be entered into public record and assessed for taxation as an incorporated area. Revenue received by the City from property assessed on or before January 1, 2020, will not be realized until May and November of 2021. The delay in the collection of property taxes will cause the City to experience a cost of services from existing budgets due to the required provision of non-capital services in the first year following annexation. To the extent that real costs exceed revenue as a result of this annexation, the City is prepared to use funds from other budgeted line items in order to assure that services required by State Statute are provided to the Annexation Area.

Currently, the Annexation Area is not subdivided and the City will receive nominal property taxes from the existing assessed value within the Annexation Area. It should be understood, however, that the annexation of undeveloped land has a very minimal impact on municipal revenue streams and generally a minor impact on the provision of municipal services, if proper fiscal planning is performed.

When development occurs, the impact of that development on various revenue streams, as well as the impact of that development on the demand for municipal services, is to be examined by the City as a part of the development approval process. It is the City's stated goal that it seeks to establish fiscal policies which would result in no negative impact on property taxes for existing City residents as a result of growth. Therefore, the City will seek to assure that all proposed development offers a balance between the cost of services demanded and the revenues produced.

It is the intent of the City to pay for extension of all municipal services to the area from revenues generated as a result of the annexation, which will be derived from property taxes, along with other state distributions. The total property tax rate in Washington Township outside of the corporate limits for pay 2020 is \$2.296. The tax rate for all taxpayers in the City/Washington Township, including all overlapping taxing units, is equal to \$2.6967, an increase of \$0.4007. A summary of the estimated fiscal impact is set forth in **Exhibit 3**, Table 5.

Exhibit 1

Annexation Area: Graphic Depiction

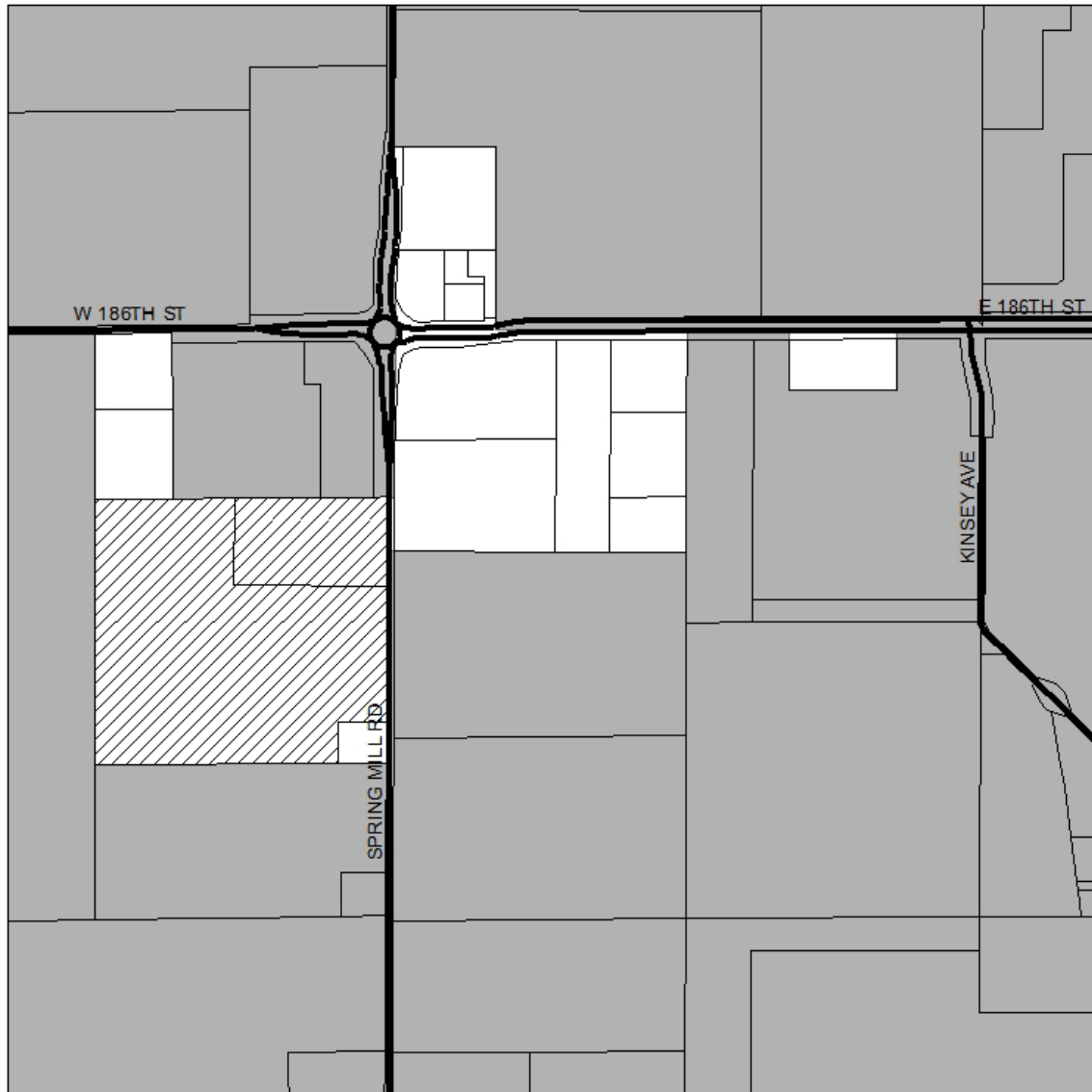


EXHIBIT LEGEND

- | | | | |
|---|----------------------|---|---------|
|  | ANNEXATION AREA |  | PARCELS |
|  | EXISTING CITY LIMITS |  | STREETS |

Not To Scale

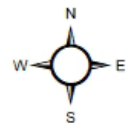


Exhibit 2

Annexation Area: Legal Description

This description includes two (2) parcels of land:

**Parcel Nos. 08-05-34-00-00-010.000
 08-05-34-00-00-010.001**

BEGIN AT A POINT 46 RODS SOUTH OF THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST, AND RUN SOUTH 72 RODS, THENCE WEST TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER, THENCE NORTH 72 RODS, THENCE EAST TO THE PLACE OF BEGINNING, IN HAMILTON COUNTY, INDIANA.

EXCEPT: A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19. NORTH, RANGE 3 EAST, DESCRIBED AS FOLLOWS:

BEGIN 1762.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; RUN THENCE SOUTH ON AND ALONG THE EAST LINE OF SAID QUARTER, 185.0 FEET TO A POINT; THENCE WEST ALONG A FENCE LINE ON NEIMAN'S SOUTH LINE, 235.46 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH SAID EAST LINE, 185.0 FEET TO AN IRON STAKE, SAID STAKE BEING 235.46 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST 235.46 FEET TO THE PLACE OF BEGINNING.

ALSO INCLUDING:

IN ADDITION TO THE AFOREMENTIONED, THE ANNEXED AREA SHALL INCLUDE THOSE PUBLIC HIGHWAYS AND RIGHTS-OF-WAY OF PUBLIC HIGHWAYS REQUIRED TO BE ANNEXED BY INDIANA CODE 36-4-3-2.5, INCLUDING THE RELEVANT PORTIONS OF SPRING MILL ROAD.

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-127"

EXHIBIT 3

TABLE 1

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Computation of Estimated Property Taxes

Year	Estimated Assessed Value	Exemptions	Estimated Net Assessed Value	Tax Rate	Estimated Tax Revenue
1st	\$ 611,200 (1)	\$ -	\$ 611,200	\$ 0.7779 (2)	\$ 4,755
2nd	711,200	-	711,200	0.7779	5,532
3rd	711,200	-	711,200	0.7779	5,532
4th	711,200	-	711,200	0.7779	5,532
5th	711,200	-	711,200	0.7779	5,532

(1) Assumes \$300,000 of improvements in Year One and \$100,000 of improvements in Year Two

(2) Assumes the final tax rate for 2020

TABLE 2

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Estimated Revenue Generated

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Net Assessed Value	\$ 611,200	\$ 711,200	\$ 711,200	\$ 711,200	\$ 711,200
Property Tax Revenue	4,755	5,532	5,532	5,532	5,532
Income Tax - COIT	-	1,902	2,213	2,213	2,213
Excise Tax/CVET	190	221	221	221	221
Circuit Breaker Reduction (1)	(176)	(205)	(205)	(205)	(205)
Motor Vehicle Highway (2)	-	-	-	-	-
Local Roads & Streets (2)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenue	<u>\$ 4,769</u>	<u>\$ 7,450</u>	<u>\$ 7,761</u>	<u>\$ 7,761</u>	<u>\$ 7,761</u>

(1) Estimated Circuit Breaker reduction based upon Pay 2020 tax rate and estimated build out

(2) Assumes 0 miles of roadway

General Notes

- Five years is considered a standard planning period for annexation analysis.
- Population based revenue will not go up unless a Census occurs or a Special Census is prepared.

TABLE 3

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Estimated Non-Capital Costs

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Police (1)	\$ 1,670	\$ 1,836	\$ 1,928	\$ 2,025	\$ 2,126
Fire (1)	2,697	2,967	3,115	3,271	3,434
Lighting (2)	-	-	-	-	-
Fire Hydrants (2)	-	-	-	-	-
Streets & Road Maint. (2)	-	-	-	-	-
Park (1)	435	479	502	528	554
<u>Admin. & General Dpts. (1)</u>					
Administrative	435	479	502	528	554
Community Dev. Planning	122	134	140	147	155
Building Dept.	30	32	34	36	38
Information Tech.	190	208	219	230	241
Clerk	70	77	81	85	89
Mayor	18	19	20	21	22
City Council	16	18	18	19	20
Street Dept	353	388	407	427	449
Total Non-Capital Costs	<u>\$ 6,033</u>	<u>\$ 6,636</u>	<u>\$ 6,968</u>	<u>\$ 7,317</u>	<u>\$ 7,682</u>

(1) Assumes allocation of the specific budget; in the event you need further information, please contact the City.

(2) No additional cost is estimated to be incurred.

General Note

- Five years is considered a standard planning period for annexation analysis.

TABLE 4

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Estimated Capital Costs

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Street Department (1)	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lighting (1)	-	-	-	-	-
Wastewater (1)	-	-	-	-	-
Water (1)	-	-	-	-	-
Electric (1)	-	-	-	-	-
Cumulative Capital (1)	-	-	-	-	-
Cumulative Fire (1)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Capital Costs	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

(1) No capital costs are expected to occur, in this time period, in the Area.

General Note

- Five years is considered a standard planning period for annexation analysis.

TABLE 5**CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"****Fiscal Plan Summary**

	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
Revenue	\$ 4,769	\$ 7,450	\$ 7,761	\$ 7,761	\$ 7,761	\$ 35,502
Non-Capital Costs	6,033	6,636	6,968	7,317	7,682	34,636
Capital Costs	-	-	-	-	-	-
Net	<u>\$ (1,264)</u>	<u>\$ 814</u>	<u>\$ 793</u>	<u>\$ 444</u>	<u>\$ 79</u>	<u>\$ 866</u>
Percentage	<u>-26.5%</u>	<u>10.9%</u>	<u>10.2%</u>	<u>5.7%</u>	<u>1.0%</u>	<u>2.4%</u>

General Notes

- Five years is considered a standard planning period for annexation analysis.
- To be funded by the General Fund balance

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-127"

EXHIBIT 4

Property Tax Impact & Circuit Breaker Report by Parcel

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-05-34-00-00-010.000**

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 147,000	\$ 147,000
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 3,429	\$ 2,840
Circuit Breaker Credit - (2% Cap)	489	-
Estimated Net Property Taxes Paid by Owner	\$ 2,940	\$ 2,840
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 700	\$ 700
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 16	\$ 14
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ 16	\$ 14
Total Estimated Net Property Taxes Paid by Owner	\$ 2,956	\$ 2,854
Plus School Referendum (Combined Tax Rates .3641)	\$ 538	\$ 538
Total Estimated Net Property Taxes Paid by Owner	\$ 3,494	\$ 3,391

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-05-34-00-00-010.000

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.25%	\$ 407	\$ -	\$ 407
Washington Township	0.3855	19.95%	569	-	569
Westfield Library	0.0323	1.67%	48	-	48
Westfield School Corporation	1.2357	63.96%	1,826	-	1,826
Solid Waste District	0.0030	0.16%	4	-	4
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 2,854</u>	<u>\$ -</u>	<u>\$ 2,854</u>
<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 407	\$ 58	\$ 349
Washington Township	0.0083	0.36%	12	2	10
Westfield Library	0.0323	1.38%	48	7	41
Westfield School Corporation	1.2357	52.98%	1,825	258	1,567
Solid Waste District	0.0030	0.13%	4	1	3
City of Westfield	0.7779	33.35%	1,149	163	986
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 3,445</u>	<u>\$ 489</u>	<u>\$ 2,956</u>

NOTE: The School Corporation tax rate does not include .3641 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-05-22-00-00-013.000**

<u>Homestead Portion</u>	<u>Westfield Taxing District</u>	<u>Washington Twp. Taxing District</u>
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 38,100	\$ 38,100
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 889	\$ 736
Circuit Breaker Credit - (2% Cap)	127	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 762</u>	<u>\$ 736</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 125,400	\$ 125,400
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 2,925	\$ 2,423
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 2,925</u>	<u>\$ 2,423</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 3,687	\$ 3,159
Plus School Referendum (Combined Tax Rates .3641)	\$ 595	\$ 595
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 4,282</u>	<u>\$ 3,754</u>

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-05-22-00-00-013.000

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.25%	\$ 450	\$ -	\$ 450
Washington Township	0.3855	19.95%	630	-	630
Westfield Library	0.0323	1.67%	53	-	53
Westfield School Corporation	1.2357	63.96%	2,021	-	2,021
Solid Waste District	0.0030	0.16%	5	-	5
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 3,159</u>	<u>\$ -</u>	<u>\$ 3,159</u>
<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 450	\$ 15	\$ 435
Washington Township	0.0083	0.36%	14	-	14
Westfield Library	0.0323	1.38%	53	2	51
Westfield School Corporation	1.2357	52.98%	2,020	68	1,952
Solid Waste District	0.0030	0.13%	5	-	5
City of Westfield	0.7779	33.35%	1,272	42	1,230
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 3,814</u>	<u>\$ 127</u>	<u>\$ 3,687</u>

NOTE: The School Corporation tax rate does not include .3641 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

Total Annual Property Tax and Circuit Breaker Credit - Parcel #08-05-22-00-00-012.000 FUTURE COMBINED

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
<u>Agricultural Portion</u>		
Net Assessed Value	\$ 185,100	\$ 185,100
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 4,318	\$ 3,576
Circuit Breaker Credit - (2% Cap)	616	-
Estimated Net Property Taxes Paid by Owner	\$ 3,702	\$ 3,576
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 526,100	\$ 526,100
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 12,272	\$ 10,164
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ 12,272	\$ 10,164
Total Estimated Net Property Taxes Paid by Owner	\$ 15,974	\$ 13,740
Plus School Referendum (Combined Tax Rates .3641)	\$ 1,422	\$ 1,422
Total Estimated Net Property Taxes Paid by Owner	\$ 17,396	\$ 15,162

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit - Parcel #08-05-22-00-00-012.000 FUTURE COMBINED

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.26%	\$ 1,959	\$ -	\$ 1,959
Washington Township	0.3855	19.95%	2,742	-	2,742
Westfield Library	0.0323	1.67%	230	-	230
Westfield School Corporation	1.2357	63.96%	8,788	-	8,788
Solid Waste District	0.0030	0.16%	21	-	21
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 13,740</u>	<u>\$ -</u>	<u>\$ 13,740</u>
<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 1,959	\$ 73	\$ 1,886
Washington Township	0.0083	0.36%	59	2	57
Westfield Library	0.0323	1.38%	230	9	221
Westfield School Corporation	1.2357	52.98%	8,788	326	8,462
Solid Waste District	0.0030	0.13%	21	1	20
City of Westfield	0.7779	33.35%	5,533	205	5,328
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 16,590</u>	<u>\$ 616</u>	<u>\$ 15,974</u>

NOTE: The School Corporation tax rate does not include .3641 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-127"

EXHIBIT 5

Parcel Listing

CITY OF WESTFIELD, INDIANA

Parcel Listing

"Resolution No. 20-127"

Parcel ID	Owner	Parcel Address	1% Cap Property Assessed Value	2% Cap Property Assessed Value	3% Cap Property Assessed Value	Total Gross Assessed Value	Homestead Deduction	Supplemental Homestead Deduction	Mortgage Deduction	Net AV
08-05-34-00-00-010.000	Analytical Controls	18342 Spring Mill Rd Westfield, IN 46074		\$ 147,000	\$ 700	\$ 147,700				\$ 147,700
08-05-34-00-00-010.001	Analytical Controls	18326 Spring Mill Rd Westfield, IN 46074		38,100	125,400	163,500				163,500
			<u>\$ -</u>	<u>\$ 185,100</u>	<u>\$ 126,100</u>	<u>\$ 311,200</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 311,200</u>

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-127"

EXHIBIT 6

Estimated Impact to Other Governmental Entities

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Calculation of Estimated District Tax Rate Impact

<u>District Tax Rate Impact - Year 1 of Annexation</u>	Washington Twp.	Westfield City
Estimated District Tax Rate (1)	\$ 2.3924	\$ 2.8100
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Estimated Tax Rate Change (2)	\$ -	\$ -
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.3924</u>	<u>\$ 2.8100</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 1	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 1	<u>0.00%</u>	<u>0.00%</u>
<u>District Tax Rate Impact - Year 5 of Annexation</u>		
Estimated District Tax Rate	\$ 2.3924	\$ 2.8100
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.3924</u>	<u>\$ 2.8100</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 5	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 5	<u>0.00%</u>	<u>0.00%</u>

(1) Based upon certified Pay 2020 tax rates plus an estimated 4.2% statewide growth factor

(2) The estimated increase in property tax levy needed to provide revenue to fund increases in the City's budget as a result of the annexation is assumed to be offset by increases in the City's assessed value as a result of the annexation. Therefore, no tax rate impact is shown.

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Estimated Tax Rate Impact by Political Subdivision

<u>Before Annexation</u>	Estimated Pay 2021 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870
Washington Township	0.4017	0.4017	0.4017	0.4017	0.4017
Westfield Library	0.0337	0.0337	0.0337	0.0337	0.0337
Westfield School Corporation	1.6531	1.6531	1.6531	1.6531	1.6531
Solid Waste District	0.0031	0.0031	0.0031	0.0031	0.0031
City of Westfield	-	-	-	-	-
Total	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>

<u>After Annexation</u>	Estimated Pay 2021 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870
Washington Township	0.0086	0.0086	0.0086	0.0086	0.0086
Westfield Library	0.0337	0.0337	0.0337	0.0337	0.0337
Westfield School Corporation	1.6531	1.6531	1.6531	1.6531	1.6531
Solid Waste District	0.0031	0.0031	0.0031	0.0031	0.0031
City of Westfield	0.8106	0.8106	0.8106	0.8106	0.8106
Total	<u>\$ 2.7961</u>	<u>\$ 2.7961</u>	<u>\$ 2.7961</u>	<u>\$ 2.7961</u>	<u>\$ 2.7961</u>

NOTE

The estimated increase in property tax levy needed to provide revenue to fund increases in the City's budget as a result of the annexation is assumed to be offset by increases in the City's assessed value as a result of the annexation. Therefore, no tax rate impact is shown.

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Residential

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2022 Total Taxes (Year 1)</u>	<u>Estimated 2021 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 100,000.00	\$ 808.64	\$ 808.64	\$ -	0.00%
City of Westfield	100,000.00	1,000.00	1,000.00	-	0.00%

NOTES

Assumes residential property is homestead property and receives homestead, supplemental homestead and mortgage deductions

The estimated tax impact is expected to remain the same over the first 5 years of the annexation.

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Agricultural (100 Acres)

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2022 Total Taxes (Year 1)</u>	<u>Estimated 2021 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 161,000.00	\$ 3,220.00	\$ 3,220.00	\$ -	0.00%
City of Westfield	161,000.00	3,220.00	3,220.00	-	0.00%

NOTES

Agricultural property is limited to a 2% maximum property tax rate.

The estimated tax impact is expected to remain the same over the first 5 years of the annexation.

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Commercial

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2022 Total Taxes (Year 1)</u>	<u>Estimated 2021 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 500,000.00	\$ 11,962.16	\$ 11,962.16	\$ -	0.00%
City of Westfield	500,000.00	14,049.81	14,049.81	-	0.00%

NOTE: The estimated tax impact is expected to remain the same over the first 5 years of the annexation.

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Summary of Estimated Impact on Auto Excise and Commercial Vehicle Taxes

Government Unit	Estimated 2020	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 3,702,096	\$ 3,702,068	\$ (28)	\$ 3,702,035	\$ (33)	\$ 3,702,003	\$ (33)	\$ 3,701,970	\$ (33)
Adams Township	21,050	21,050	(0)	21,049	(0)	21,049	(0)	21,049	(0)
Clay Township	331,302	331,300	(3)	331,297	(3)	331,294	(3)	331,291	(3)
Delaware Township	38,185	38,185	(0)	38,184	(0)	38,184	(0)	38,184	(0)
Fall Creek Township	52,657	52,657	(0)	52,656	(0)	52,656	(0)	52,655	(0)
Jackson Township	48,686	48,686	(0)	48,685	(0)	48,685	(0)	48,684	(0)
Noblesville Township	90,972	1,049	(1)	1,048	(1)	1,047	(1)	1,047	(1)
Washington Township	58,440	58,440	(0)	58,439	(1)	58,439	(1)	58,438	(1)
Wayne Township	19,618	19,618	(0)	19,618	(0)	19,618	(0)	19,618	(0)
White River Township	23,702	23,702	(0)	23,702	(0)	23,701	(0)	23,701	(0)
Carmel Civil City	3,562,416	1,531	(27)	1,500	(31)	1,468	(31)	1,437	(31)
Noblesville Civil City	1,775,351	1,775,338	(13)	1,775,322	(16)	1,775,307	(16)	1,775,291	(16)
Arcadia Civil Town	28,077	28,077	(0)	28,076	(0)	28,076	(0)	28,076	(0)
Atlanta Civil Town	8,905	3,461	(0)	3,461	(0)	3,461	(0)	3,461	(0)
Cicero Civil Town	96,237	96,236	(1)	96,235	(1)	96,234	(1)	96,233	(1)
Fishers Civil Town	1,938,146	1,938,131	(15)	1,938,114	(17)	1,938,097	(17)	1,938,080	(17)
Sheridan Civil Town	75,192	75,191	(1)	75,190	(1)	75,190	(1)	75,189	(1)
Westfield Civil Town	1,187,729	1,187,919	190	1,188,140	221	1,188,362	221	1,188,583	221
Carmel Schools	3,245,300	3,245,275	(25)	3,245,247	(29)	3,245,218	(29)	3,245,189	(29)
Hamilton Heights Schools	572,000	571,996	(4)	571,991	(5)	571,986	(5)	571,981	(5)
HSE Schools	3,339,814	3,339,789	(25)	3,339,759	(29)	3,339,730	(29)	3,339,700	(29)
Noblesville Schools	1,877,000	1,876,986	(14)	1,876,969	(17)	1,876,953	(17)	1,876,936	(17)
Sheridan Schools	293,886	293,884	(2)	293,881	(3)	293,879	(3)	293,876	(3)
Westfield Schools	1,835,115	1,835,101	(14)	1,835,085	(16)	1,835,069	(16)	1,835,052	(16)
Hamilton North Public Library	19,668	19,668	(0)	19,668	(0)	19,668	(0)	19,668	(0)
Carmel-Clay Public Library	337,249	372,739	(3)	372,736	(3)	372,733	(3)	372,730	(3)
Hamilton East Public Library	387,502	387,500	(3)	387,496	(3)	387,493	(3)	387,489	(3)
Sheridan Public Library	16,664	16,664	(0)	16,663	(0)	16,663	(0)	16,663	(0)
Westfield Public Library	43,388	43,388	(0)	43,387	(0)	43,387	(0)	43,387	(0)
Hamilton County Solid Waste	42,322	42,322	(0)	42,321	(0)	42,321	(0)	42,321	(0)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Summary of Estimated Impact on County Option Income Taxes

Government Unit	Certified 2020 Distribution	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 45,238,283	\$ 45,238,283	\$ -	\$ 45,237,777	\$ (506)	\$ 45,237,188	\$ (589)	\$ 45,236,599	\$ (589)
Adams Township	257,221	257,221	-	257,218	(3)	257,215	(3)	257,211	(3)
Clay Township	4,048,392	4,048,392	-	4,048,347	(45)	4,048,294	(53)	4,048,241	(53)
Delaware Township	466,605	466,605	-	466,600	(5)	466,594	(6)	466,588	(6)
Fall Creek Township	643,451	643,451	-	643,444	(7)	643,435	(8)	643,427	(8)
Jackson Township	594,925	594,925	-	594,918	(7)	594,911	(8)	594,903	(8)
Noblesville Township	1,111,649	1,111,649	-	1,111,637	(12)	1,111,622	(14)	1,111,608	(14)
Washington Township	714,119	714,119	-	714,111	(8)	714,102	(9)	714,092	(9)
Wayne Township	239,728	239,728	-	239,725	(3)	239,722	(3)	239,719	(3)
White River Township	289,631	289,631	-	289,628	(3)	289,624	(4)	289,620	(4)
Carmel Civil City	43,531,440	43,531,440	-	43,530,953	(487)	43,530,386	(567)	43,529,820	(567)
Noblesville Civil City	21,694,157	21,694,157	-	21,693,914	(243)	21,693,632	(282)	21,693,350	(282)
Arcadia Civil Town	343,088	343,088	-	343,084	(4)	343,080	(4)	343,075	(4)
Atlanta Civil Town	108,818	108,818	-	108,817	(1)	108,815	(1)	108,814	(1)
Cicero Civil Town	1,175,978	1,175,978	-	1,175,965	(13)	1,175,950	(15)	1,175,934	(15)
Fishers Civil Town	23,683,442	23,683,442	-	23,683,177	(265)	23,682,869	(308)	23,682,561	(308)
Sheridan Civil Town	918,815	918,815	-	918,805	(10)	918,793	(12)	918,781	(12)
Westfield Civil Town	14,513,619	14,513,619	-	14,515,521	1,902	14,517,734	2,213	14,519,947	2,213
Hamilton North Public Library	240,340	240,340	-	240,337	(3)	240,334	(3)	240,331	(3)
Carmel-Clay Public Library	4,121,059	4,121,059	-	4,121,013	(46)	4,120,959	(54)	4,120,906	(54)
Hamilton East Public Library	4,735,141	4,735,141	-	4,735,088	(53)	4,735,026	(62)	4,734,965	(62)
Sheridan Public Library	203,624	203,624	-	203,622	(2)	203,619	(3)	203,616	(3)
Westfield Public Library	530,186	530,186	-	530,180	(6)	530,173	(7)	530,166	(7)
Hamilton County Airport	97,967	97,967	-	97,966	(1)	97,965	(1)	97,963	(1)
Hamilton County Solid Waste	517,160	517,160	-	517,154	(6)	517,147	(7)	517,141	(7)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"

Hamilton County, Indiana

Summary of Estimated Impact on Circuit Breaker Credits

Government Unit	Certified 2020	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 4,740,570	\$ 4,740,571	\$ 1	\$ 4,740,600	\$ 29	\$ 4,740,651	\$ 51	\$ 4,740,723	\$ 73
Adams Township	6,283	6,283	-	6,283	-	6,283	-	6,283	-
Clay Township	171,078	171,078	-	171,078	-	171,078	-	171,078	-
Delaware Township	9,459	9,459	-	9,459	-	9,459	-	9,459	-
Fall Creek Township	11,654	11,654	-	11,654	-	11,654	-	11,654	-
Jackson Township	4,688	4,688	-	4,688	-	4,688	-	4,688	-
Noblesville Township	32,950	32,950	-	32,950	-	32,950	-	32,950	-
Washington Township	66,964	66,964	0	66,965	1	66,967	2	66,969	2
Wayne Township	14,106	14,106	-	14,106	-	14,106	-	14,106	-
White River Township	396	396	-	396	-	396	-	396	-
Carmel Civil City	2,425,294	2,425,294	-	2,425,294	-	2,425,294	-	2,425,294	-
Noblesville Civil City	5,367,800	5,367,800	-	5,367,800	-	5,367,800	-	5,367,800	-
Arcadia Civil Town	45,619	45,619	-	45,619	-	45,619	-	45,619	-
Atlanta Civil Town	7,486	7,486	-	7,486	-	7,486	-	7,486	-
Cicero Civil Town	105,401	105,401	-	105,401	-	105,401	-	105,401	-
Fishers Civil Town	2,336,057	2,336,057	-	2,336,057	-	2,336,057	-	2,336,057	-
Sheridan Civil Town	229,034	229,034	-	229,034	-	229,034	-	229,034	-
Westfield Civil Town	4,260,572	4,260,748	176	4,260,953	205	4,261,158	205	4,261,363	205
Carmel Schools	1,918,402	1,918,402	-	1,918,402	-	1,918,402	-	1,918,402	-
Hamilton Heights Schools	223,070	223,070	-	223,070	-	223,070	-	223,070	-
HSE Schools	3,368,228	3,368,228	-	3,368,228	-	3,368,228	-	3,368,228	-
Noblesville Schools	4,043,211	4,043,211	-	4,043,211	-	4,043,211	-	4,043,211	-
Sheridan Schools	174,340	174,340	-	174,340	-	174,340	-	174,340	-
Westfield Schools	6,901,987	6,902,020	33	6,902,150	130	6,902,378	228	6,902,703	326
Hamilton North Public Library	15,609	15,609	-	15,609	-	15,609	-	15,609	-
Carmel-Clay Public Library	227,397	227,397	-	227,397	-	227,397	-	227,397	-
Hamilton East Public Library	479,471	479,471	-	479,471	-	479,471	-	479,471	-
Sheridan Public Library	14,656	14,656	-	14,656	-	14,656	-	14,656	-
Westfield Public Library	180,330	180,331	1	180,334	3	180,340	6	180,349	9
Hamilton County Solid Waste	54,640	54,640	0	54,640	0	54,641	1	54,642	1

NOTE: Assumes all non-annexation levies grow at the same rate as assessed value growth

TABLE 5**CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-127"****Fiscal Plan Summary**

	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
Revenue	\$ 4,769	\$ 7,450	\$ 7,761	\$ 7,761	\$ 7,761	\$ 35,502
Non-Capital Costs	6,033	6,636	6,968	7,317	7,682	34,636
Capital Costs	-	-	-	-	-	-
Net	<u>\$ (1,264)</u>	<u>\$ 814</u>	<u>\$ 793</u>	<u>\$ 444</u>	<u>\$ 79</u>	<u>\$ 866</u>
Percentage	<u>-26.5%</u>	<u>10.9%</u>	<u>10.2%</u>	<u>5.7%</u>	<u>1.0%</u>	<u>2.4%</u>

General Notes

- Five years is considered a standard planning period for annexation analysis.
- To be funded by the General Fund balance

ORDINANCE 20-24

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA

WHEREAS, the Westfield City Council (the “Council”) has the authority and desires to annex lands into the municipality as defined by Indiana Code 36-4-3; and,

WHEREAS, one hundred percent (100%) of the owners of the parcels proposed for annexation as identified in **Exhibit A** and **Exhibit B** (the “Annexation Area”) have filed a petition with the Council; and,

WHEREAS, the Council has conducted a public hearing on July 13, 2020, as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 20-127); and,

WHEREAS, the Annexation Area meets the contiguity requirements of Indiana Code 36-4-3-1.5; and,

WHEREAS, the Council now finds that the statutory criteria for annexation have been met; and,

NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD CITY COUNCIL THAT THE OFFICIAL CITY MAP ADOPTED BY REFERENCE IN SECTION 2-515 OF THE WESTFIELD CODE BE MODIFIED AS FOLLOWS:

Section 1. The Annexation Area, located at 18326 & 18342 Spring Mill Road, and adjacent to the existing corporate limits along portions of all boundaries of the Annexation Area, is hereby annexed to and declared to be a part of the City.

Section 2. The Annexation Area is to further include the contiguous public highways and rights-of-way of the public highways which are adjacent to the annexation area per Indiana Code 36-4-3-2.5.

Section 3. The Annexation Area is hereby assigned to City Council District 3 and shall become a part thereof immediately upon the effective date of this Ordinance.

Section 4. This Ordinance shall be in full force and effect upon its passage by the Council, its publication, and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby repealed. Any portion of the Ordinance later to be found void or invalid shall not affect the remaining portions of this Ordinance.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF AUGUST, 2020.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

James J. Edwards, as Presiding Officer
on Behalf of the Westfield City Council

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 20-24** was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-24
this _____ day of _____, 2020.

I hereby VETO Ordinance 20-24
this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

Prepared by: Pam Howard, Senior Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A
ANNEXATION AREA

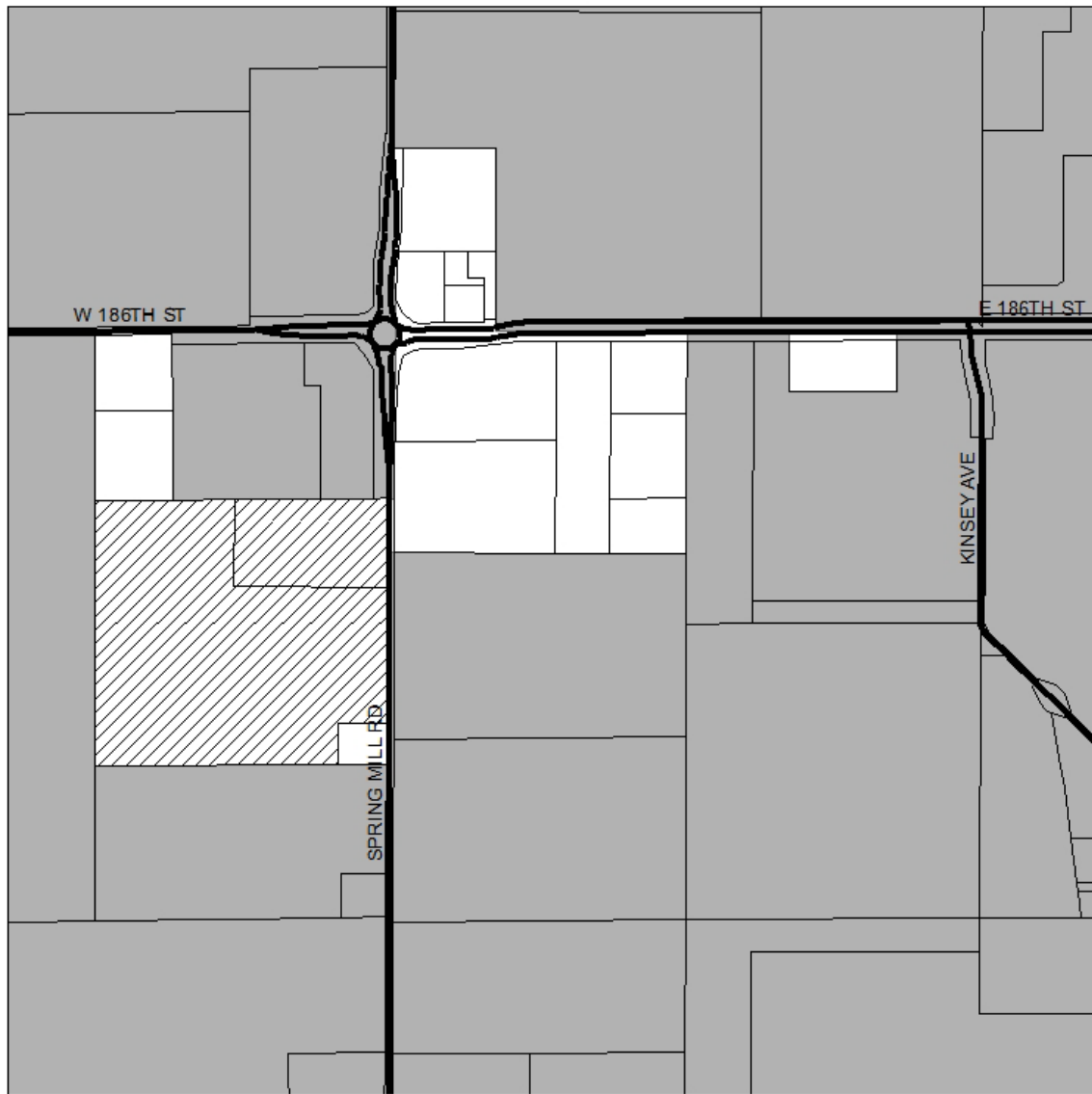


EXHIBIT LEGEND

- | | |
|--|---|
|  ANNEXATION AREA |  PARCELS |
|  EXISTING CITY LIMITS |  STREETS |

Not To Scale

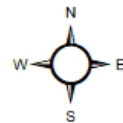


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes two (2) parcels of land:

Parcel Nos. 08-05-34-00-00-010.000
08-05-34-00-00-010.001

BEGIN AT A POINT 46 RODS SOUTH OF THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST, AND RUN SOUTH 72 RODS, THENCE WEST TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER, THENCE NORTH 72 RODS, THENCE EAST TO THE PLACE OF BEGINNING, IN HAMILTON COUNTY, INDIANA.

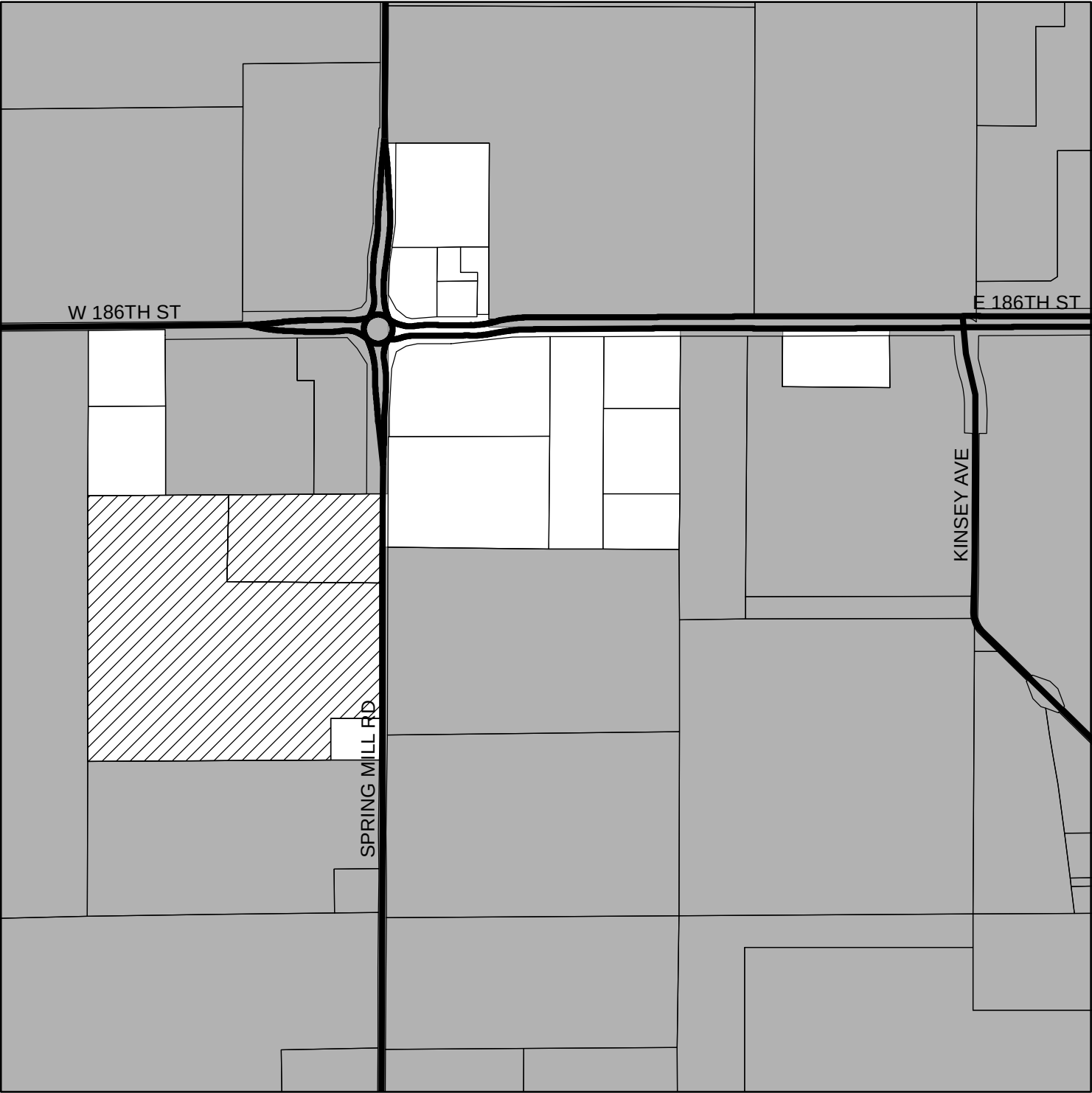
EXCEPT: A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19. NORTH, RANGE 3 EAST, DESCRIBED AS FOLLOWS:

BEGIN 1762.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; RUN THENCE SOUTH ON AND ALONG THE EAST LINE OF SAID QUARTER, 185.0 FEET TO A POINT; THENCE WEST ALONG A FENCE LINE ON NEIMAN'S SOUTH LINE, 235.46 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH SAID EAST LINE, 185.0 FEET TO AN IRON STAKE, SAID STAKE BEING 235.46 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST 235.46 FEET TO THE PLACE OF BEGINNING.

ALSO INCLUDING:

IN ADDITION TO THE AFOREMENTIONED, THE ANNEXED AREA SHALL INCLUDE THOSE PUBLIC HIGHWAYS AND RIGHTS-OF-WAY OF PUBLIC HIGHWAYS REQUIRED TO BE ANNEXED BY INDIANA CODE 36-4-3-2.5, INCLUDING THE RELEVANT PORTIONS OF SPRING MILL ROAD.

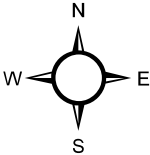
Annexation Area



Not To Scale

EXHIBIT LEGEND

- | | | | |
|---|----------------------|---|---------|
|  | ANNEXATION AREA |  | PARCELS |
|  | EXISTING CITY LIMITS |  | STREETS |



ORDINANCE XX-XX

Woods – Robinson - Briggs PUD

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

This is a Planned Unit Development District Ordinance (to be known as Woods - Robinson - Briggs PUD) to amend the Westfield-Washington Township UDO 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 Zoning Ordinance;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No.), filed with the Commission requesting an amendment to the Unified Development Ordinance and to the Zoning Map;

WHEREAS, the Commission forwarded Petition No. to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a recommendation (X-X) 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 XXXX XX, 2020; and,

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.

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

Section 1. Applicability of Ordinance.

- 1.1 This PUD District Ordinance (this "Ordinance") applies to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate") and shall hereafter be referred to as the "Woods - Robinson - Briggs PUD".
- 1.2 The provisions of the UDO as amended shall govern development of the Real Estate unless specifically modified by the terms of this Ordinance. All provisions and representations of the UDO that conflict with the provisions of this Ordinance shall be superseded by the terms of this Ordinance.

- 1.3 Chapter ("Chapter") and Article ("Article") cross-reference of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 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.

- 2.1 District 1: The Property referenced as District 1 as shown on the District Map contained herein; shall also be known as "Commercial District"
- 2.2 District 2: The Property referenced as District 2 on the District Map contained herein; shall also be known as the "Suburban Rental Community District"
- 2.3 District 3: The Property referenced as District 3 on District Map contained herein; shall also be known as the "Small Lot Single-Family District"
- 2.4 District 4: The Property referenced as District 4 on the District Map contained herein; shall also be known as the "Small Lot Single-Family District"
- 2.5 District 5: The Property referenced as District 5 on the District Map contained herein; shall also be known as the "Park / Trail Head District"
- 2.6 District 6: The Property referenced as District 6 on the District Map contained herein; shall also be known as the "Townhome District"
- 2.7 Controlling Developer: The Controlling Developer shall be EdgeRock Development, LLC, its successors or assigns.
- 2.8 Suburban Rental Community: For lease; single story detached and duplex homes with attached or detached garages.

Section 3. **Concept Plan.** The Concept Plan (see **Exhibit B**) is hereby incorporated in accordance with Article 10.0(F)(2) Planned Unit Development District; PUD District Ordinance Requirements; Concept Plan. The final layout and site plans shall be subject to the regulations of this Ordinance.

Section 4. **Illustrative Character Exhibits.** The "Illustrative Character Exhibits", attached hereto as **Exhibits D1: General Business + Church Elevations** through **Exhibits D6: Townhomes** are hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in each defined District. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture within the District.

Section 5. Underlying Zoning District.

- 5.1 The underlying zoning district for District 1 shall be GB: General Business District
- 5.2 The underlying zoning district for District 2 shall be MF2: Multi-Family Medium Density District.
- 5.3 The underlying zoning district for Districts 3 and 4 shall be SF4: Single-Family High-Density District
- 5.4 The underlying zoning district for District 5 shall be AG-SF1: Agriculture/Single-Family Rural District
- 5.5 The underlying zoning district for District 6 shall be MF-1 Multi-Family Low-Density District.

Section 6. Permitted Uses. All uses permitted in the Underlying Zoning Districts, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted except as modified below:

- 6.1 Prohibited Uses: The following shall be explicitly prohibited:
 - Heliport
 - Special Exception Uses
- 6.2 Additional Permitted Uses: The following additional uses shall be permitted in District 1:
 - Commercial Recreational Facility
 - Sporting Goods Store / Sports Tech Center (Large)
 - Family Entertainment Center
 - Indoor/Outdoor Athletic/Tennis Facilities
 - Indoor Track & Field Facility

Section 7. Overlay Districts.

- 7.1 State Highway 32 Overlay District: Article 5.3(I) Minimum Height Requirements, Article 5.3(J) Building Size Requirements, and 5.3(K) Architectural Design Requirements of the State Highway 32 Overlay District (the “32 Overlay”) shall apply to development within District 1 except as otherwise modified by this Ordinance. In the event that a standard of the 32 Overlay Architectural Design Requirements conflicts with the Illustrative Character Exhibit D:1 through Exhibit D:6, Exhibit D:1 through Exhibit D:6 shall control.

Section 8. **General Regulations.** The regulations of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply except as otherwise modified below.

8.1 District 1

- Minimum Lot Frontage: No Minimum, however all lots shall have vehicular access to a Street (e.g. via a shared ingress/egress easement)
- Project Perimeter Setback: Shall Not Apply
- Building Size Requirement:
 - a) Minimum Business size:
 - Lots adjacent to 191st Street: The Minimum Gross Floor Area shall be four-thousand (4,000) square feet, which shall also include the square footage of all pergolas, hardscaped outdoor seating, public art, artistic landscaping, and amenities up to one thousand (1,000) square feet.
 - All Other Instances: No Minimum
 - b) Maximum Business size: 150,000 square feet, except that a Sporting Goods Store (Large) and/or Commercial Recreational Facilities may be up to 200,000 square feet in size.
- Minimum Building Setback Lines:
 - (i) Front Yard:
 - a) 191st Street: 30 Feet
 - b) All Other Streets: 15 feet
 - (ii) Side Yard:
 - a) Adjacent to a Residential District: 60 feet
 - b) All Other: No Minimum
 - (iii) Rear Yard:
 - a) Adjacent to a Residential District: 60 feet
 - b) All Other: No Minimum
 - (iv) Monon Trail:
 - a) 20 feet

- Maximum Building Setback Lines:
 - (i) 191st Street: One Hundred and Twenty (120) feet
 - (ii) Monon Trail: Sixty (60) feet

8.2 District 2

- Minimum Lot Frontage: No Minimum, however all lots shall have vehicular access to a Street (e.g. via a shared ingress/egress easement)
- Project Perimeter Setback: Shall Not Apply
- Detached Garage:
 - a) Minimum: 200 Square Feet
 - b) Maximum: 1000 Square Feet
 - c) Maximum: Five (5) Bays Per Structure
- Building Height:
 - a) Minimum: 2 stories
 - b) Maximum: 35 Feet
- Building Size Requirement:
 - a) Minimum Building Footprint: 200 Square Feet
 - b) Minimum Building Size: 1,600 Square Feet
- Lot Sizes:
 - a) Minimum Lot Width: 32 Feet
 - b) Maximum Lot Width: 60 Feet
- Minimum Building Setback Lines:
 - (i) Front Yard:
 - a) All Streets: 5 feet
 - b) Common Area: 0 feet
 - (ii) Side Yard:
 - a) Side Yard: 5 Feet

(iii) Rear Yard:

a) Rear Yard: 5 Feet

8.3 District 3

- Minimum Lot Frontage: No Minimum, however all lots shall have vehicular access to a Street (e.g. via a shared ingress/egress easement)
- Project Perimeter Setback: Shall Not Apply
- Building Height:
 - a) Minimum: 2 stories
 - b) Maximum: 35 Feet
- Building Size Requirement:
 - a) Minimum Building Footprint: 700 Square Feet
 - b) Minimum Building Size: 1,700 Square Feet
- Lot Sizes:
 - a) Minimum Lot Width: 35 Feet
 - b) Maximum Lot Width: 65 Feet
- Minimum Building Setback Lines:
 - (i) Front Yard:
 - a) All Streets: 10 feet
 - b) Common Area: 0 feet
 - (ii) Side Yard:
 - a) Adjacent to a Residential District: 15 feet
 - b) All Other: No Minimum
 - (iii) Rear Yard:
 - a) Adjacent to a Residential District: 15 feet
 - b) All Other: No Minimum
 - (iv) Monon Trail:

- a) Minimum Setback: Fifteen (15) Feet
- b) Maximum Setback: Sixty (60) Feet

8.4 District 4

- Minimum Lot Frontage: No Minimum, however all lots shall have vehicular access to a Street (e.g. via a shared ingress/egress easement)
- Project Perimeter Setback: Shall Not Apply
- Building Height:
 - a) Minimum: 2 stories
 - b) Maximum: 35 Feet
- Building Size Requirement:
 - a) Minimum Building Footprint: 700 Square Feet
 - b) Minimum Building Size: 1,700 Square Feet
 - c) Maximum Business Size: No Maximum
- Lot Sizes:
 - a) Minimum Lot Width: 35 Feet
 - b) Maximum Lot Width: 65 Feet
- Minimum Building Setback Lines:
 - (i) Front Yard:
 - a) 191st Street: 30 Feet
 - b) All Other Streets: 10 feet
 - c) Common Area: 0 feet
 - (ii) Side Yard:
 - a) Adjacent to a Residential District: 15 feet
 - b) All Other: No Minimum
 - (iii) Rear Yard:
 - a) Adjacent to a Residential District: 15 feet
 - b) All Other: No Minimum

- Maximum Building Setback Lines:
 - (i) 191st Street: One Hundred and Twenty (120) feet

8.5 District 5

- The Park District is to be a donation or designated conservatory of between 3 and 5 acres by the Woods Family. It is anticipated to be a trail head of the Monon Trail. This will allow for walkers, bikers, and carts to exit the Monon Trail into a nature-focused park. We do not anticipate restroom facilities or parking within the Woods Family Park, as these uses will be available in other areas of District 1.

8.6 District 6

- Minimum Square Footage Per Dwelling Unit (Excluding porches, terraces, carports, and garages: Six Hundred and Fifty (650) square feet.
- Maximum Dwelling Density: Ten (10) dwelling units per acre.
- Maximum Number of Dwelling Units Per MF1 District: One Hundred (100) Units.
- Minimum Setback Lines:
 - (i) Front Yard: 20 Feet
 - (ii) Side Yard: 10 Feet
 - (iii) Rear Yard: 10 Feet
 - (iv) Monon Trail: 15 Feet

Section 9. **Development Standards:** The standards of Chapter 6: Development Standards as applicable to the Underlying Zoning District, shall apply to the development of Real Estate, except as otherwise modified below. In addition, the follow shall apply:

9.1 Article 6.1 Accessory Buildings. Shall apply. In addition, trash enclosures located in District 1 may be located in a Front Yard that is not adjacent to the 191st Street Right-of-way

9.2 Article 6.3 Architectural Standards: Shall not apply to District 1; rather the Architectural Design Requirements of the 32 Overlay shall apply.

If a provision of Article 6.3 Architectural Standards is in conflict with the Illustrative Character Exhibits shown in **Exhibit D:1** through **Exhibit D:6**, **Exhibit D:1** through **Exhibit D:6** shall control.

Chapter 6.8 Landscaping Standards. Shall apply to the development except as otherwise modified or enhanced below.

- Where District 1 abuts the Monon Trail, landscape requirements set forth in Article 5.3(L)(5) Trail Corridor Plantings shall apply; No additional plantings or mounding shall be required.

9.3 Chapter 6.9 Lighting Standards. Shall apply. In addition, the following shall also apply:

- Uniformity. All lighting fixtures and poles shall consistent in style, color, size, height and design.
- Decorative Fixtures. Decorative light fixtures shall be provided along the Real Estate's entrance drives, public rights-of-way, building ad pedestrian walkways as part of the site's overall architectural design.
- Architectural Lighting. Architectural Lighting shall be permitted in District 1 only. Architectural Lighting shall be consistent with the Illustrative Character Exhibits contained in **Exhibit D:1**.
- Light Poles. Pole mounted lights shall not exceed twenty (20) feet in height, including the base with the exception of pole mounted lights fronting on the multiuse path, which shall not exceed fifteen (15) feet in height including the base.
- Neon-Colored Lighting. Neon-colored LED accent lighting shall be permitted along the roof lines of commercial buildings provided that the lighting is fully shielded from above.

9.4 Article 6.14 Parking and Loading Standards. Shall apply. In addition, the following shall also apply:

- A maximum of three (3) rows of parking shall be permitted to exist abutting the 191st Street Right-of-way.

9.6 Chapter 6.17 Sign Standards. Shall apply except as modified or enhanced below.

- All commercial signs that incorporate lighting shall be either (i) reverse channel letter; or, (ii) externally lit with gooseneck light fixtures.
- Individual and/or Center Monument Signs shall be architecturally compatible with the architecture of the Real Estate's buildings.
- Four (4) Center Monument Signs shall be permitted on the Real Estate along the Real Estate's 191st Street frontage. The Center Monument Sign may be a maximum of fifteen (15) feet in height and one hundred and twenty (120) square feet of sign area, per face.
- Individual Monument Signs shall be permitted for Outlots adjacent to the 191st Street Right-of-way. Individual Monument signs may be a maximum of six (6) feet in height and contain a maximum of thirty-six (36) square feet of sign area, per face.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS ____ DAY OF
_____, 2020.

WESTFIELD COMMON COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frie

Scott Frie

Scott Frie

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I 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: David C. George.

This Instrument prepared by: David C. George
Westfield Residential Investors, LLC.
111 Monument Circle, Suite 900
Indianapolis, IN 46204

I hereby certify **ORDINANCE 20-XX** was delivered to the Mayor of Westfield on the _____ day of _____, 2020.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 20-XX
this _____ day of _____, 2020.

I hereby VETO ORDINANCE 20-XX
this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

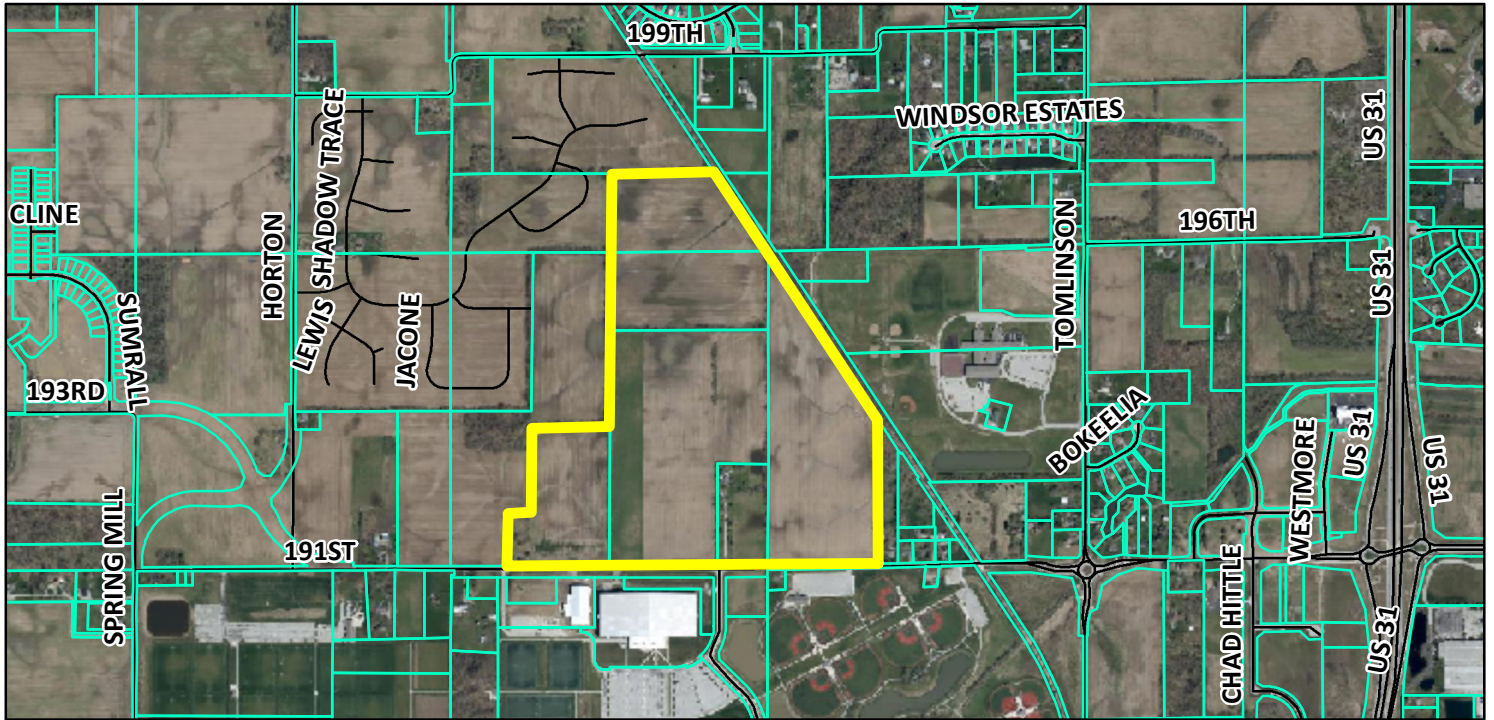
ATTEST:

Cindy J. Gossard, Clerk Treasurer

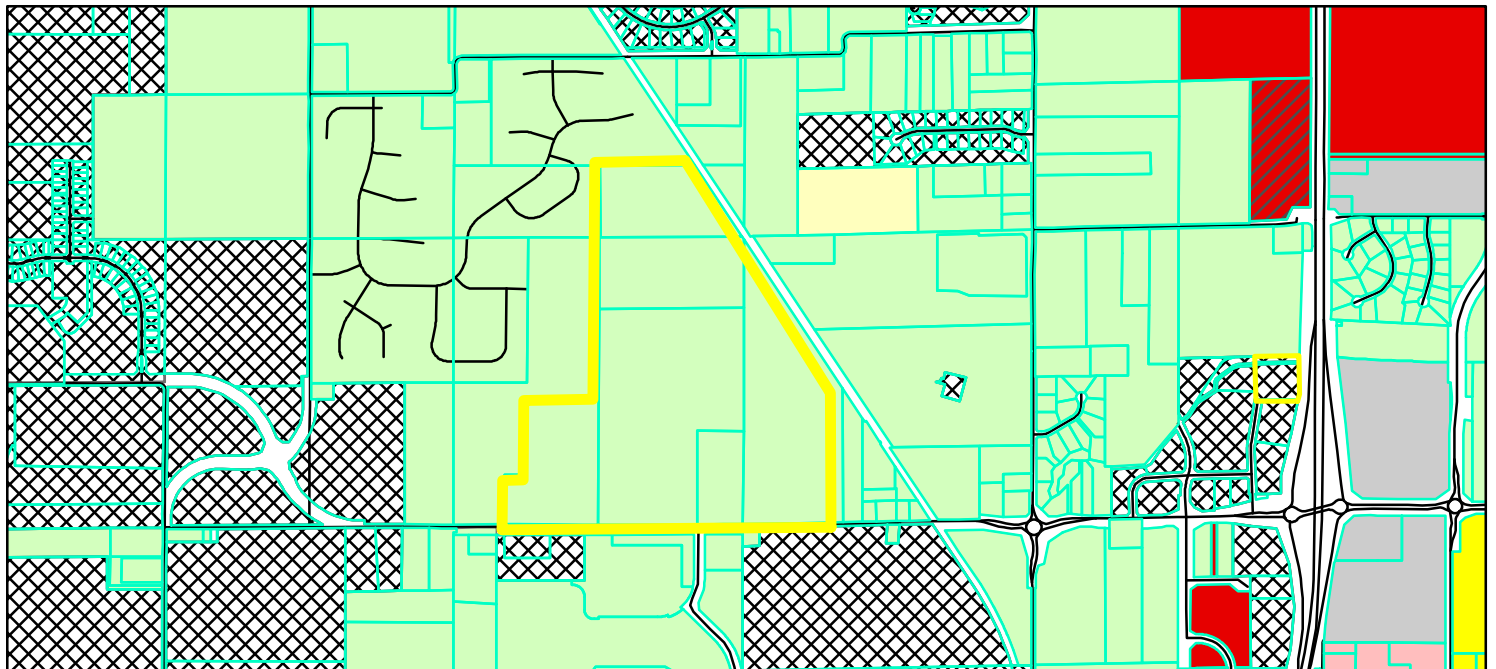
Woods Robinson Briggs PUD

Aerial Location Map

 Site



Zoning Map



- | | |
|--|--|
|  Parcel |  GB (General Business) |
|  GIS, DBO, PW, Streets |  GB-PD (General Business - Planned Development) |
| Zoning - All |  LB (Local Business) |
| Zoning |  PUD (Planned Unit Development) |
|  AG-SF1 (Agriculture - Single Family - 1) |  SF-2 (Single Family - 2) |
|  EI (Enclosed Industrial) |  SF-3 (Single Family - 3) |

0 0.225 0.45
Miles



NARRATIVE STATEMENT

Woods-Robinson-Briggs PUD Narrative

In order to enhance Westfield's revenue generation and expand on Westfield's title of "Family Sports Capital of the World", EdgeRock is pleased to submit this PUD in keeping with the vision for Grand Park as stated below.

"The Sports Commission, in its report to the Mayor titled "Westfield Family Sports Complex, Phase 1 Report", July 24, 2009 (the "Report"), identifies the following goals for the Westfield community

- Provide intergenerational health, recreation and sporting opportunities within the City of Westfield (the "City") and provide facilities for state, regional and national tournaments;
- Cooperate with the Hamilton County Convention and Visitor's Bureau ("HCCVB") to make Westfield the "Family Sports Capital of America" – a regional and national destination for sporting events and tournaments for all ages; and
- Pursue economic development opportunities to capitalize on Westfield's already-developing intergenerational sports niche.

Examples include:

1. Multiple championship quality sports facilities; In addition to the sports-related uses within the Complex, it is anticipated that other related and supporting land uses will be located within, adjacent to and nearby the Complex. Such land uses will likely include hotels, restaurants, healthcare and sports medicine facilities, professional offices, retail uses, higher density residential uses and other supporting commercial uses. It is contemplated that such other uses will be proposed and approved either in conjunction with the Complex or after development of the Complex has been initiated. The total additional land area to be utilized for such purposes is expected to exceed the size of the Complex and may likely include a land area many times the size of the Complex.
2. Complementary health, recreation and technology related land uses.
3. Supporting entertainment, dining and lodging land uses.
4. Other uses which would support and compliment the Westfield intergenerational sports initiative.
5. The area selected for the Sports Capital is generally described as the land south of 196th Street, east of Spring Mill Road, north of State Road 32 and west of US Highway 31"

The vision does not stop nor is confined to Grand Park. Grand Park is the face of Travel Team Sports, a new industry. That industry brings more than a million visitors to our City to participate in the ever expanding business of sports and the ancillary hospitality, training, research and medical facilities needed to support our visitors to Grand Park. While we have these visitors on the fields, the question becomes where do they go afterwards or in between events where they spend their money. If we can't meet their needs here, we end up with a Grand Park economic engine that runs out of fuel. The visitors exit the Park heading to US 31 and are off to Carmel, Indianapolis, Lebanon, Fishers, Noblesville or Kokomo.

Our purpose and desire is to create a special place along 191st street that compliments Grand Park by providing our guests the services they need. A place where they can relax, shop, eat and stay. For day trippers our development will be convenient. For overnighers it will provide unique lodging opportunities. It will be a village of specialty shops and restaurants. It will be a respite with lakeside dining, pedestrian walkways, and quiet neighborhoods with a wide range of housing opportunities all integrated and connected. Included in our residential offerings will be a new unique housing option of Suburban Rentals. Innovative in design and the first of its kind in Indiana, this concept is right for Westfield due to COVID-19 changes and the rapid rise in home costs. This project will be for-lease single-story detached and duplex homes, each with its own small backyard. With attached and detached garages and a full amenity set including pool, clubhouse, fitness center, dog park, and outdoor lawn area, this concept offers an ideal combination of apartment and single family home living. We will have a retail sporting goods operation, a tennis complex, a church and a park along the Monon Trail. By adding these amenities we enrich the guest experience which creates the desire of teams and their families to rebook and return to Grand Park each year. Architectural components used will reflect the natural environment. By using a variety of wood, timber and stone materials incorporated with rustic designs, we create a built environment blending in with the trees, trails and nature park. It will be a gathering area for our city. Our diversity of housing choices will draw new residents bringing their talent, dreams and resources with them to Westfield.

This is a project that fills the vision and intent of Grand Park by capturing our visitors and their dollars whether as overnight guests or day trippers. Our development also will become a destination for Monon Trail users and for Westfielders alike. The benefit to Westfield and its citizens is the additional revenue we capture by keeping our visitors here spending their money. Westfield significantly increases its return on investment by slowing down and halting the out migration of visitors to other cities. With longer stays, job creation, food and beverage tax generation, accommodations tax, booking fees, and additional property tax collections we bolster our economic engine. Our investment strengthens our economy and meets the criteria the Sports Commission Report spelled out for this area as stated above.

We also need to consider the seismic impact COVID 19 is having on our community. We must rethink business models, delivery of services, and how we use space as we design the interior and exterior of buildings to deal with pandemics as they come and go. Several articles in The Wall Street Journal and the IBJ talk about this as it relates to the food industry (a copy of one of the articles is attached as an exhibit to this PUD). It is essential that drive through windows, pick up spots for to go orders and expanded outdoor dining areas need to be a major component of food retailers today. It is a fluid and evolving scenario. At first, restaurants had to close down. Then, owners had to think how they could function in a rapidly changing environment or face extinction. An evolution took place to try and keep their businesses on life support in hopes that the pandemic would pass. Many, like the Stacked Pickle, were forced to close for good. With dining in being ruled out, to go orders gave life support to other operations allowing them to barely hang on. Then restaurants could open, offering outdoor dining with self-distancing. Finally, inside seating opened up but with many restrictions and capacity reduced. At the time of this writing, seating indoors as been reduced again due to a Covid-19 resurgence. Restaurants who have survived all this, face

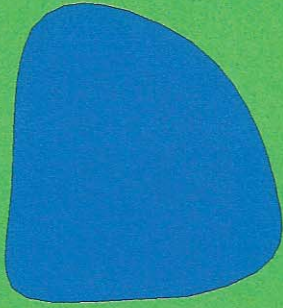
the same overhead fixed costs of operations while revenues were substantially reduced to 25% or worse during this time.

Pick-up window drive throughs became a key factor of survival for restaurants and their brand holdings. Architectural considerations need to be allowed to meet the demands of consumers and the need to safely deliver services in a pandemic environment. Pick-up service windows have proven to be a valuable component in retail design and function as well as providing revenue when inside dining is diminished. Pick-up and delivery companies like Grub Hub who depend on timely delivery of hot meals are influencing design considerations and need accommodation.

It is clear that this has been evolving. Grocery orders can be called in, picked off shelves, bagged and brought out to the consumer at a prearranged time in a designated delivery area. Changes are occurring in sit down restaurants as many are adding outdoor seating to expand their capacity, as indoor seating will be diminished to accommodate self-distancing. Businesses need ways to efficiently handle pick up orders safely with a minimum exposure for their employees and consumers alike. For many businesses, drive up service is a necessary component of their business plan going forward. This can be done well. They will increase business and may become the only way for a business to remain open and deliver services in today's world of pandemic uncertainty. According to YELP, 60% of all restaurants have closed and will not reopen. After careful analysis, we wish to offer our prospective tenants the options of a pick-up area, drive through window and expanded outdoor seating to facilitate their ability to survive long term.

The Woods – Robinson – Briggs PUD follows The Sports Commission 's guidelines for this area. Their goals are our goals. The land use requirements are met. Complementary health, recreation and technology facilities are included. Supporting entertainment, dining and lodging are incorporated. We have facilities to enhance, promote and that are complementary to Westfield's intergenerational sports initiative. Lastly are PUD is located in the area set aside for a project like this. Edgerock is proud to be a part of this community and proud to bring this project to you.

DISTRICT-3
SF-4



DISTRICT-6
MF-1

DISTRICT-5
AG-SF1

DISTRICT-2
MF-2

DISTRICT-4
SF-4



DISTRICT-1
GB

MONON TRAIL

191ST

① WOODS/ROBINSON/BRIGGS LAND DESCRIPTION

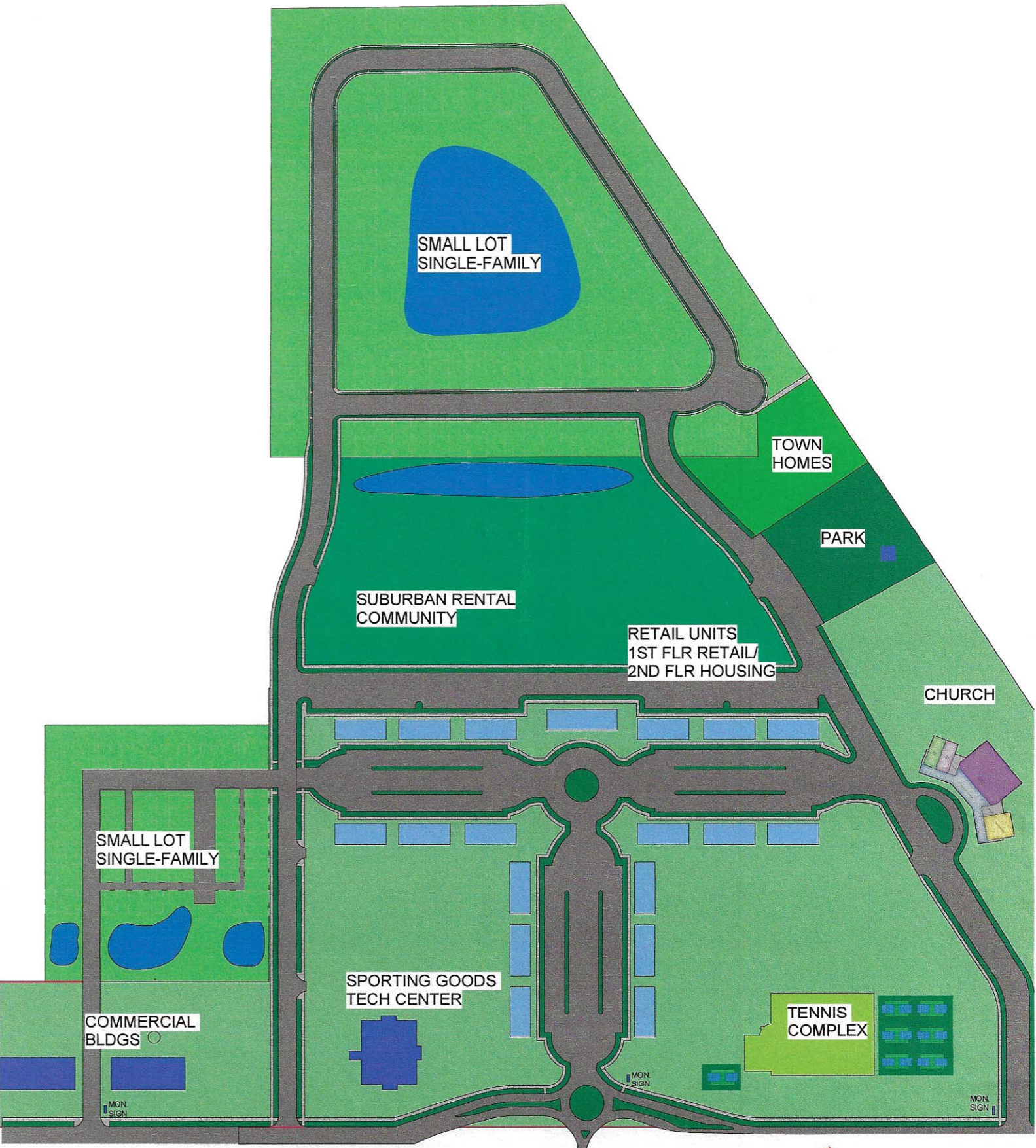
1" = 400'-0"



06/23/20



Cooler Design



① WOODS/ROBINSON/BRIGGS PUD CONCEPT PLAN
1" = 400'-0"

24 JULY 2020



Cooler Design

ARCHITECTURAL STYLES AND MATERIALS

**AVILLA EASTLAKE
DEVELOPMENT PERMIT**

LOCATED IN THE WEST HALF OF SECTION 35.

WOOD SHINGLE TYPES AND MATERIALS

FOR ALL STRUCTURAL ELEVATIONS ARE PROVIDED, THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

- ELEVATION A - FARMHOUSE: LAP SIDING, NO MASONRY.
- ELEVATION B - BUNGALOW: LOW ROOF WITH LARGE GABLE PAGES WITH SHAKE SIDING AND BRACKETS, SPECIAL WINDOW TRIM, WINDOW GRIDS AND MASONRY.
- ELEVATION C - SHINGLE: LARGE ROOF WITH SHIP LAP SHAKES, SHIP LAP SHAKES ON SIDING PROVIDES A WEATHER LOOK AND MASONRY.
- ELEVATION D - TRADITIONAL: LAP SIDING AND BRICK MASONRY.



Elevation D	$3/16" = 1'-0"$
-------------	-----------------



Elevation D	1/8" = 1'-0"
-------------	--------------



Left Elevation	Traditional
Elevation D	$1/8" = 1'-0"$

Elevation D $1/8" = 1'-0"$ 

Elevation D $1/8" = 1'-0"$



Elevation D	3/16" = 1'-0"
-------------	---------------

#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS

PLAN 2 ELEVATION D
SHEET 50 OF 60

NOT FOR CONSTRUCTION

ARCHITECTURAL STYLES AND MATERIALS

FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED. THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

- ELEVATION A - FARMHOUSE: LAP SIDING, NO MASONRY
- ELEVATION B - BUNGALOW: LOW ROOF WITH LARGE GABLE FACES WITH SHAKE SIDING AND BRACKETS, SPECIAL WINDOW TRIM, WINDOW GRIDS AND MASONRY.
- ELEVATION C - SHINGLE: LARGE ROOF THAT IS COMPRISED OF GABLE OR CLIPPED GABLE. SHAKE SIDING PROVIDES A WEATHER LOOK AND MASONRY.
- ELEVATION D - TRADITIONAL: LAP SIDING AND BRICK MASONRY.

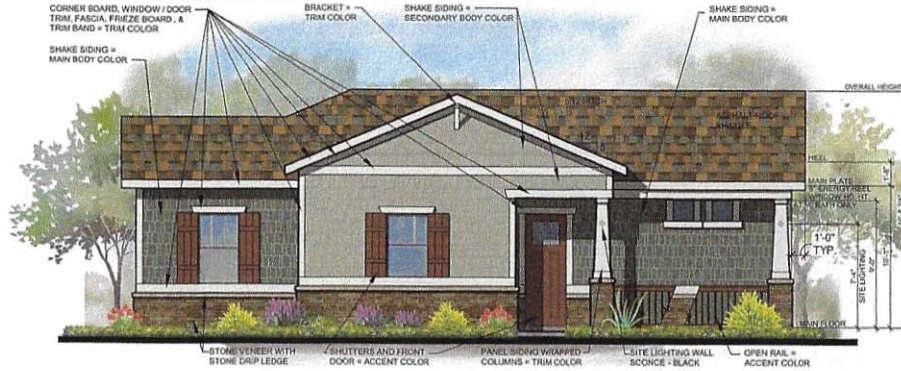
WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3

AVILLA EASTLAKE DEVELOPMENT PERMIT

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

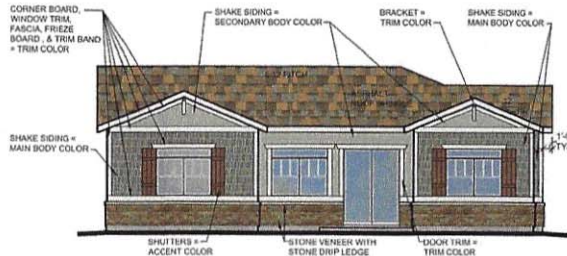
PLDP201801634

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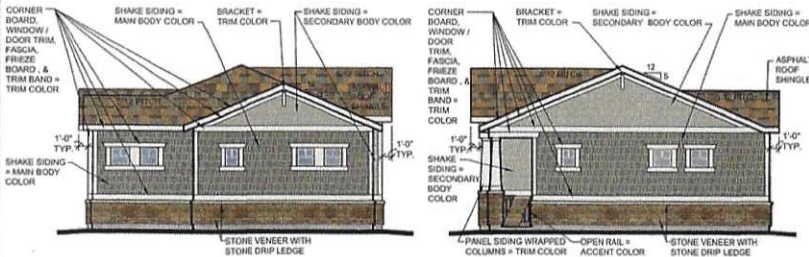
Front Elevation - Bungalow

Elevation B 3/16" = 1'-0"



Rear Elevation - Bungalow

Elevation B 1/8" = 1'-0"

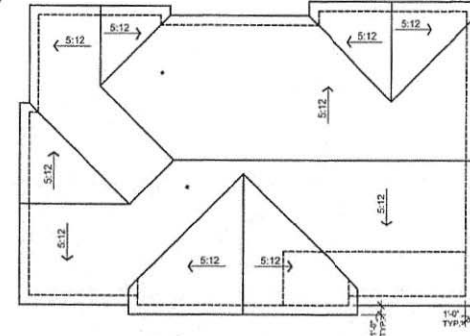


Left Elevation - Bungalow

Elevation B 1/8" = 1'-0"

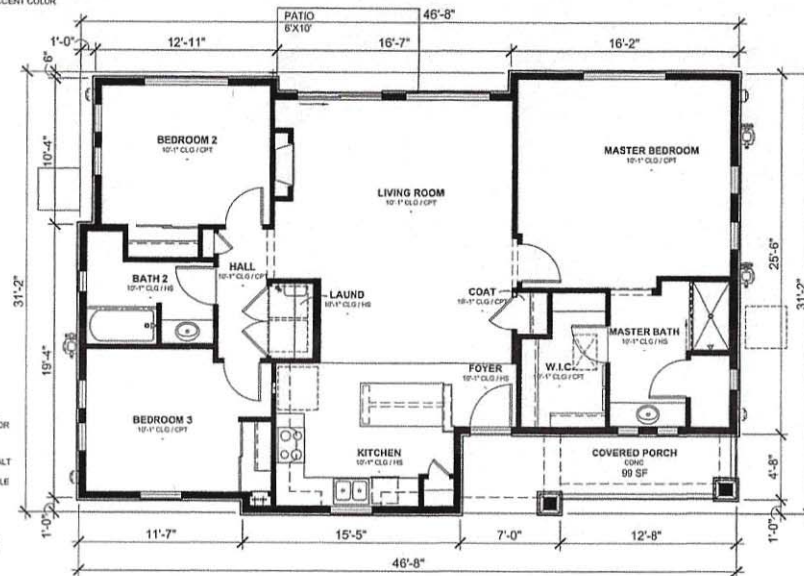
Right Elevation - Bungalow

Elevation B 1/8" = 1'-0"



Roof Plan

Elevation B 1/8" = 1'-0"



Floor Plan

Elevation B 3/16" = 1'-0"



#	DATE	TITLE	DESCRIPTION
1	11/28/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS

PLAN 3 ELEVATION B

SHEET 52 OF 60

ARCHITECTURAL STYLES AND MATERIALS

FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED. THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

- ELEVATION A - FARMHOUSE LAP SIDING, NO MASONRY.
- ELEVATION B - BUNGALOW LOW ROOF WITH GABLE FACES WITH SHAKE SIDING AND BRACKETS, SPECIAL WINDOW TRIM, WINDOW GRIDS AND MASONRY.
- ELEVATION C - SHINGLE LARGE ROOF THAT IS COMPRISED OF GABLE OR CLIPPED GABLE. SHAKE SIDING PROVIDES A WEATHER LOOK AND MASONRY.
- ELEVATION D - TRADITIONAL LAP SIDING AND BRICK MASONRY.

WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3
AVILLA EASTLAKE
DEVELOPMENT PERMIT

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

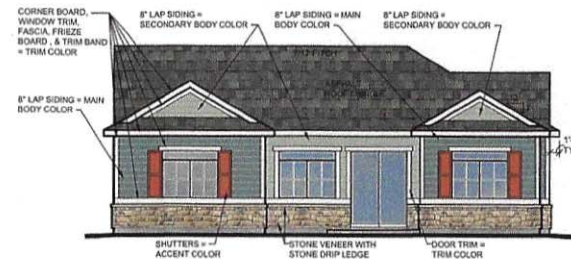
PLDP201801634

Page 68



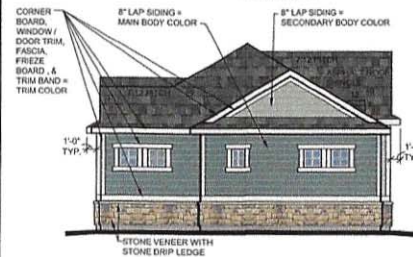
Front Elevation - Shingle

Elevation C

$$3/16'' = 1'-0''$$


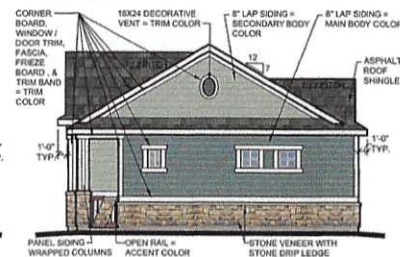
Rear Elevation - Shingle

Elevation C

$$1/8'' = 1'-0''$$


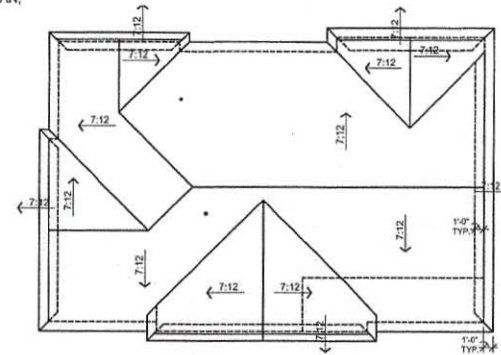
Left Elevation - Shingle

Elevation C

$$1/8" = 1'-0"$$


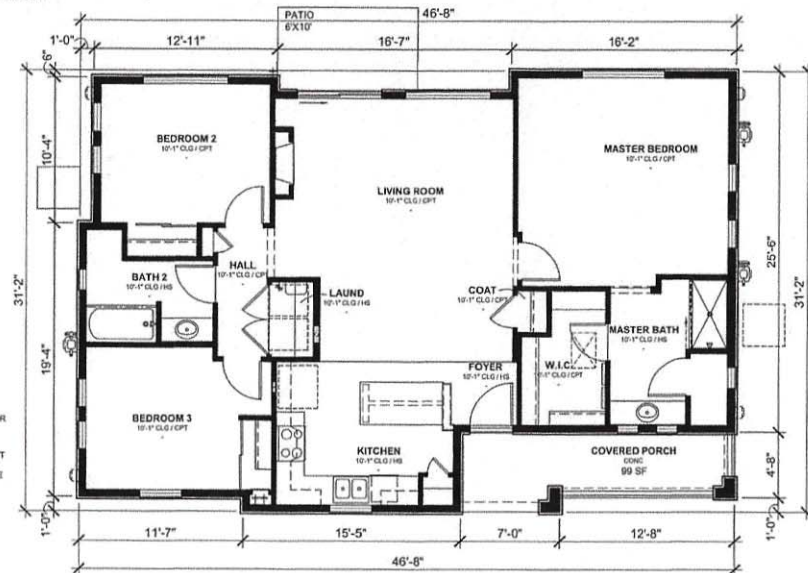
Right Elevation - Shingle

Elevation C

$$\frac{1}{8}'' = 1'-0''$$


Roof Plan

Elevation C

$$1/8" = 1'-0"$$


Floor Plan

Elevation C

$$3/16'' = 1'-0''$$


#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS

PLAN 3 ELEVATION C
SHEET 53 OF 60

NOT FOR CONSTRUCTION

WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3

PLDP201801634

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ARCHITECTURAL STYLES AND MATERIALS

- FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED. THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.
- ELEVATION A - FARMHOUSE: LAP SIDING, NO MASONRY.
 - ELEVATION B - BUNGALOW: LOW ROOF WITH LARGE GABLE FACES WITH SHAKE SIDING AND BRACKETS, SPECIAL WINDOW TRIM, WINDOW GRIDS AND MASONRY.
 - ELEVATION C - SHINGLE: LARGE ROOF THAT IS COMPRISED OF GABLE OR CLIPPED GABLE, SHAKE SIDING PROVIDES A WEATHER LOOK AND MASONRY.
 - ELEVATION D - TRADITIONAL: LAP SIDING AND BRICK MASONRY.



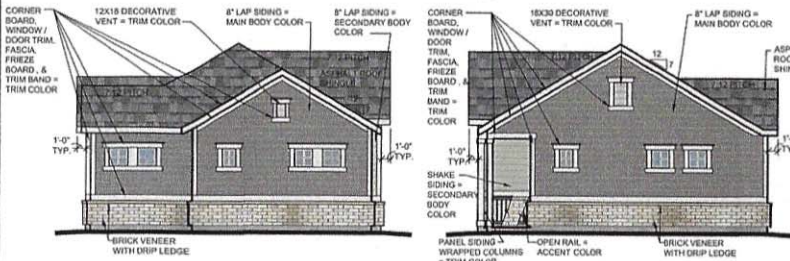
Front Elevation - Traditional

Elevation D 3/16" = 1'-0"



Rear Elevation - Traditional

Elevation D 1/8" = 1'-0"



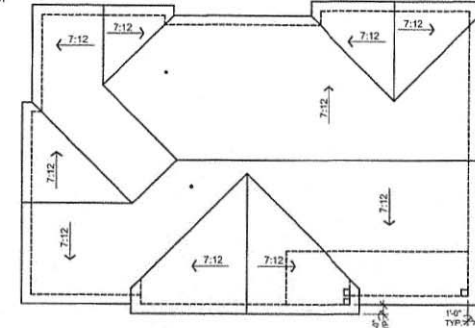
Left Elevation - Traditional

Elevation D 1/8" = 1'-0"

Right Elevation - Traditional

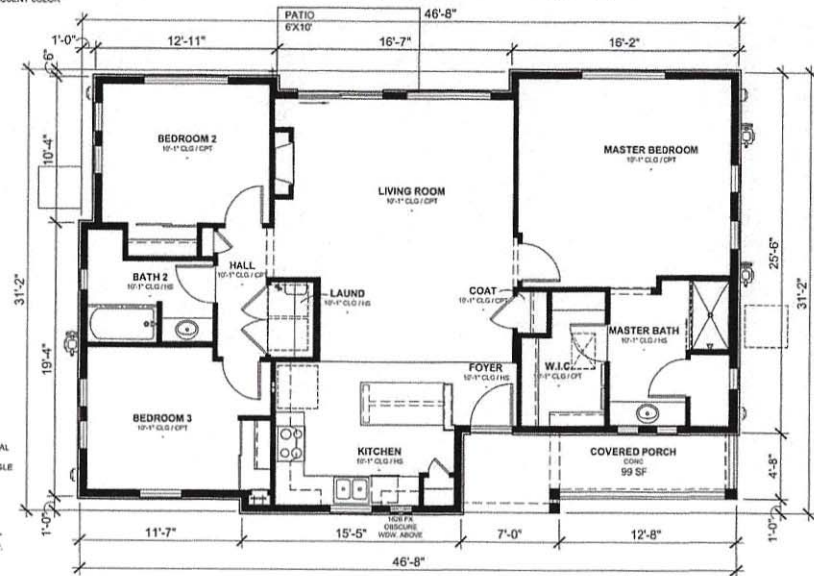
Elevation D 1/8" = 1'-0"

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO



Roof Plan

Elevation D 1/8" = 1'-0"



Floor Plan

Elevation D 3/16" = 1'-0"



#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/23/2019	DP-05	PER CITY COMMENTS

PLAN 3 ELEVATION D

SHEET 54 OF 60

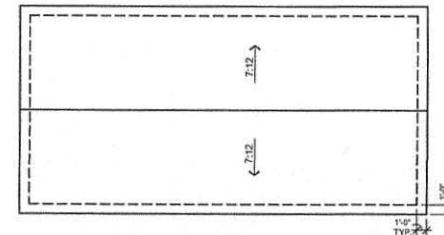
WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3
**AVILLA EASTLAKE
 DEVELOPMENT PERMIT**

LOCATED IN THE WEST HALF OF SECTION 35,
 TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO



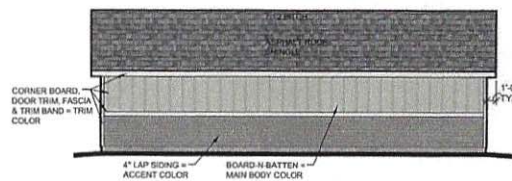
Front Elevation

3/16" = 1'-0"



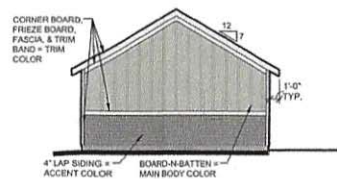
Roof Plan

1/8" = 1'-0"



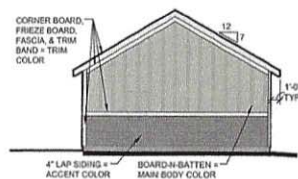
Rear Elevation

1/8" = 1'-0"



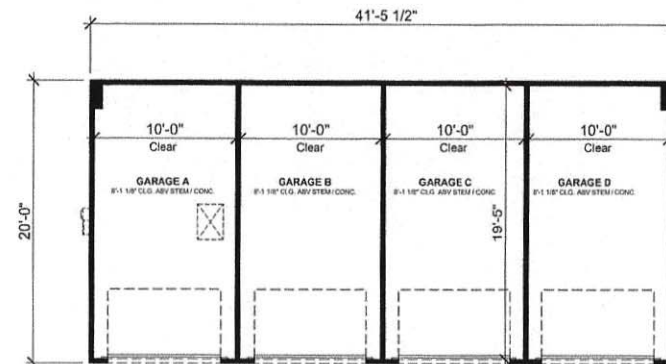
Left Elevation

1/8" = 1'-0"



Right Elevation

1/8" = 1'-0"



Floor Plan

3/16" = 1'-0"

0 4' 8' 16'
 SCALE - 1/8" = 1'-0"

#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS

ELEVATION GARAGE
 SHEET 55 OF 60

NOT FOR CONSTRUCTION

ARCHITECTURAL STYLES AND MATERIALS

FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED. THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

- ELEVATION A - FARMHOUSE: LAP SIDING, NO MASONRY.
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- ELEVATION C - SHINGLE: LARGE ROOF THAT IS COMPRISED OF GABLE OR CLIPPED GABLE. SHAKE SIDING PROVIDES A WEATHER LOOK AND MASONRY.
- ELEVATION D - TRADITIONAL: LAP SIDING AND BRICK MASONRY.

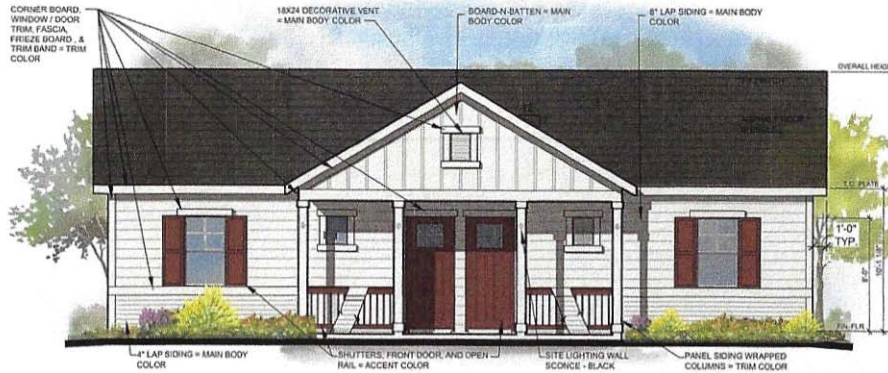
WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3

AVILLA EASTLAKE
DEVELOPMENT PERMIT

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

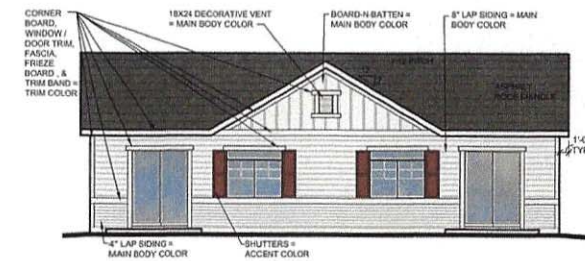
PLDP201801634

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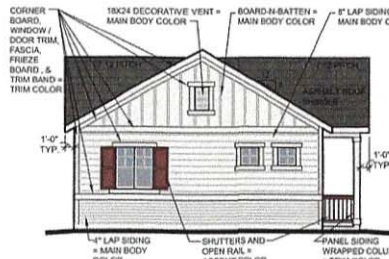
Front Elevation - Farmhouse

Elevation A 3/16" = 1'-0"



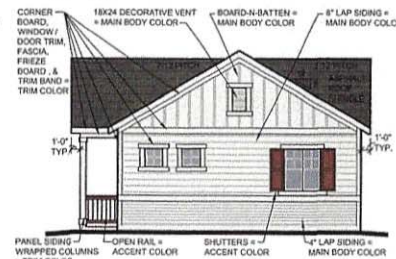
Rear Elevation - Farmhouse

Elevation A 1/8" = 1'-0"



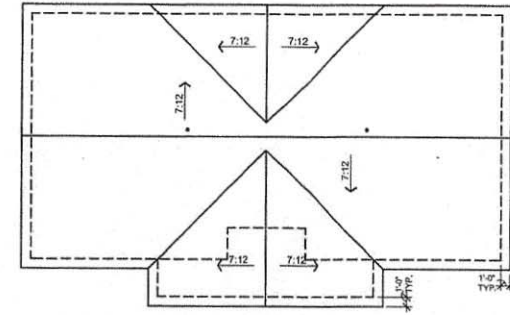
Left Elevation - Farmhouse

Elevation A 1/8" = 1'-0"



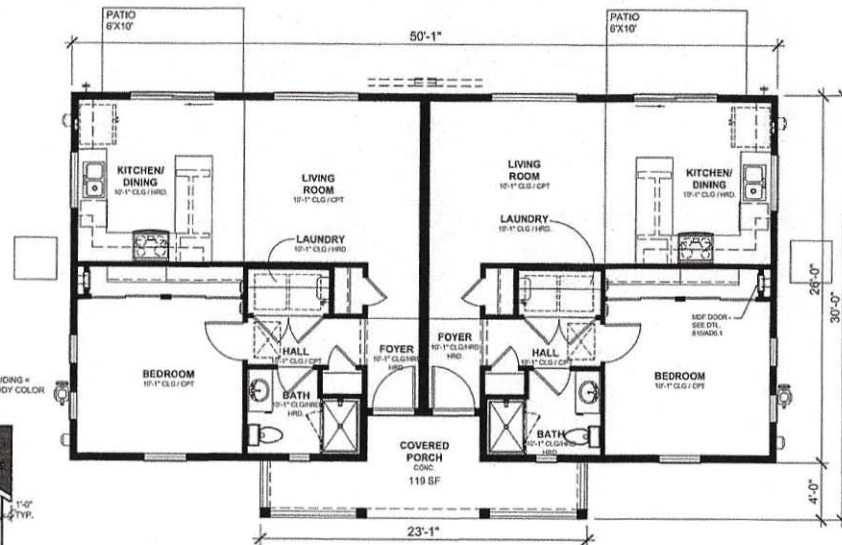
Right Elevation - Farmhouse

Elevation A 1/8" = 1'-0"



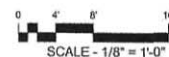
Roof Plan

Elevation A 1/8" = 1'-0"



Floor Plan

Elevation A 3/16" = 1'-0"



SCALE - 1/8" = 1'-0"

#	DATE	TITLE	DESCRIPTION
1	11/28/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/28/2019	DP-05	PER CITY COMMENTS

PLAN 1 ELEVATION A

SHEET 43 OF 60

**AVILLA EASTLAKE
DEVELOPMENT PERMIT**

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

- ELEVATION A - FARMHOUSE: LAP SIDING, NO MASONRY.
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- ELEVATION C - SHINGLE: LARGE ROOF THAT IS COMPRISED OF GABLE OR CLIPPED GABLE. SHAKE SIDING PROVIDES A WEATHER LOOK AND MASONRY.
- ELEVATION D - TRADITIONAL: LAP SIDING AND BRICK MASONRY.



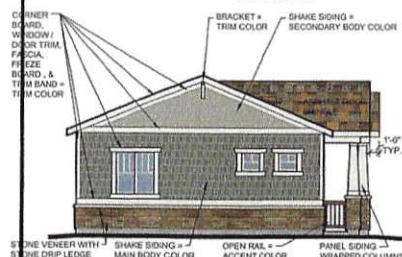
Front Elevation - Bungalow

Elevation B

$$\frac{3}{16}'' = 1'-0''$$


Rear Elevation - Bungalow

Elevation B

$$1/8" = 1'-0"$$


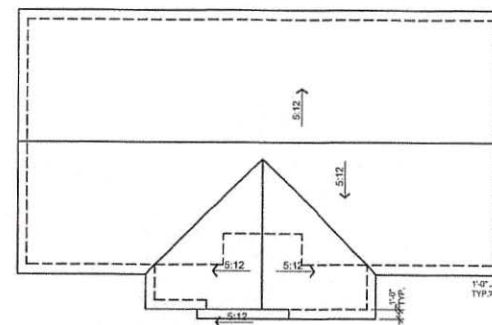
Left Elevation - Bungalow

Elevation B

$$\frac{1}{8}'' = 1'-0''$$

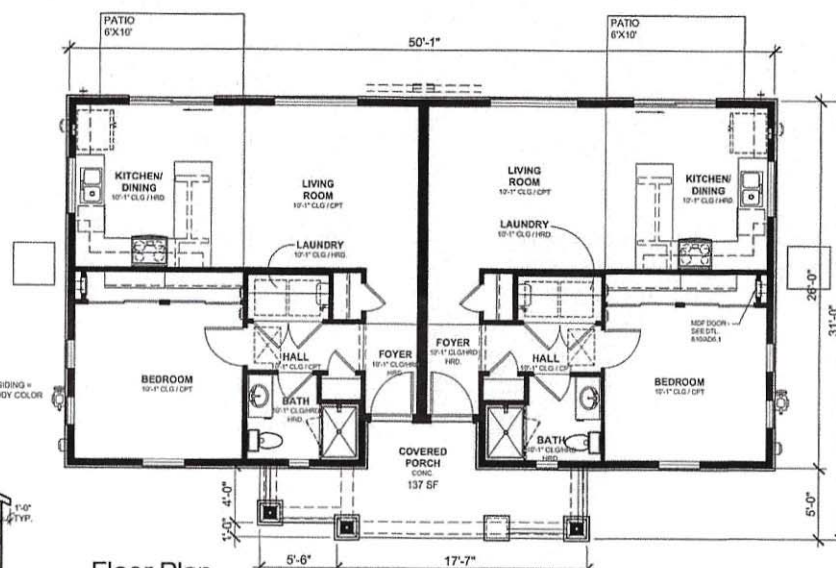

Right Elevation - Bungalow

Elevation B

$$1/8" \equiv 1'-0"$$


Roof Plan

Elevation B

$$1/8'' = 1'-0''$$


Floor Plan

Elevation B

$$\frac{3}{16}'' = 1'-0''$$


#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENT
3	4/19/2019	DP-03	PER CITY COMMENT
4	6/28/2019	DP-04	PER CITY COMMENT
5	7/29/2019	DP-05	PER CITY COMMENT

PLAN 1 ELEVATION B

SHEET 44 OF 60

NOT FOR CONSTRUCTION

ARCHITECTURAL STYLES AND MATERIALS

FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED. THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

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WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3

AVILLA EASTLAKE DEVELOPMENT PERMIT

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

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Front Elevation - Shingle

Elevation C

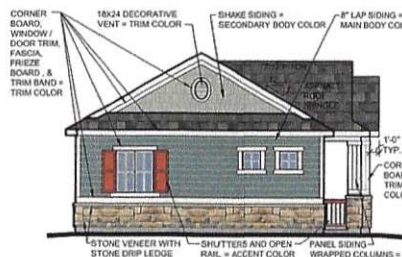
3/16" = 1'-0"



Rear Elevation - Shingle

Elevation C

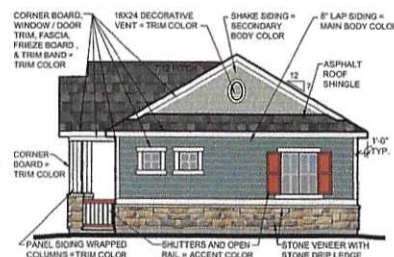
1/8" = 1'-0"



Left Elevation - Shingle

Elevation C

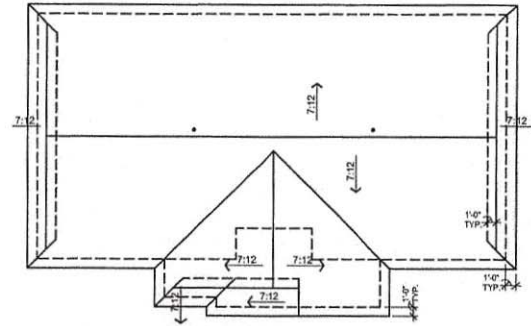
1/8" = 1'-0"



Right Elevation - Shingle

Elevation C

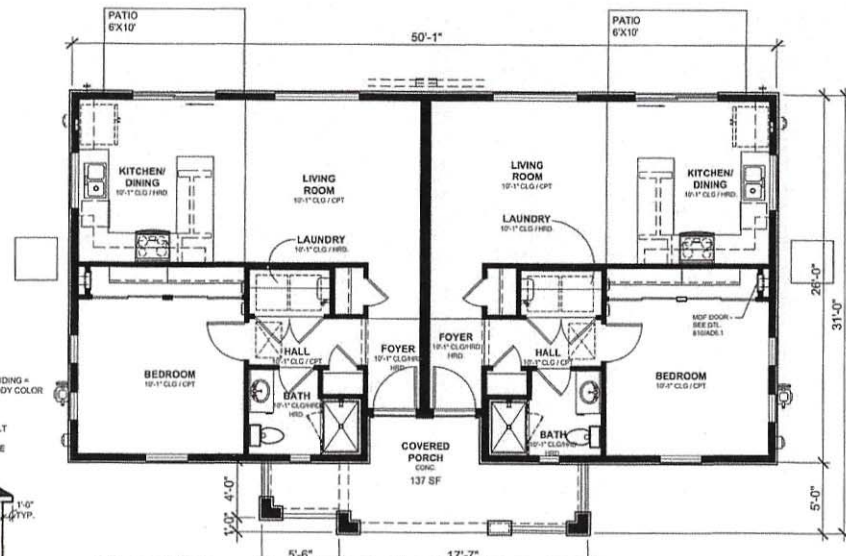
1/8" = 1'-0"



Roof Plan

Elevation C

1/8" = 1'-0"



Floor Plan

Elevation C

3/16" = 1'-0"



SCALE - 1/8" = 1'-0"

#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS

PLAN 1 ELEVATION C

SHEET 45 OF 60

NOT FOR CONSTRUCTION

ARCHITECTURAL STYLES AND MATERIALS

FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED, THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

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- ELEVATION D - TRADITIONAL: LAP SIDING AND BRICK MASONRY.

WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3

AVILLA EASTLAKE DEVELOPMENT PERMIT

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

PLDP201801634

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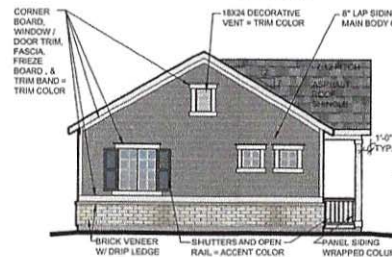
Front Elevation - Traditional

Elevation D 3/16" = 1'-0"



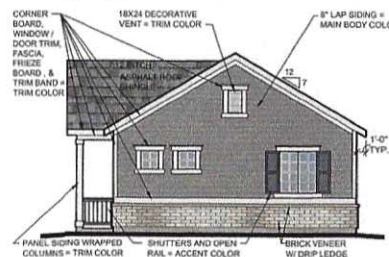
Rear Elevation - Traditional

Elevation D 1/8" = 1'-0"



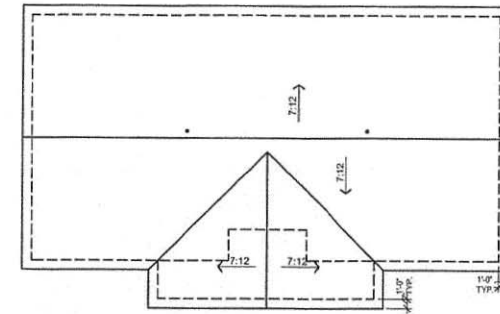
Left Elevation - Traditional

Elevation D 1/8" = 1'-0"



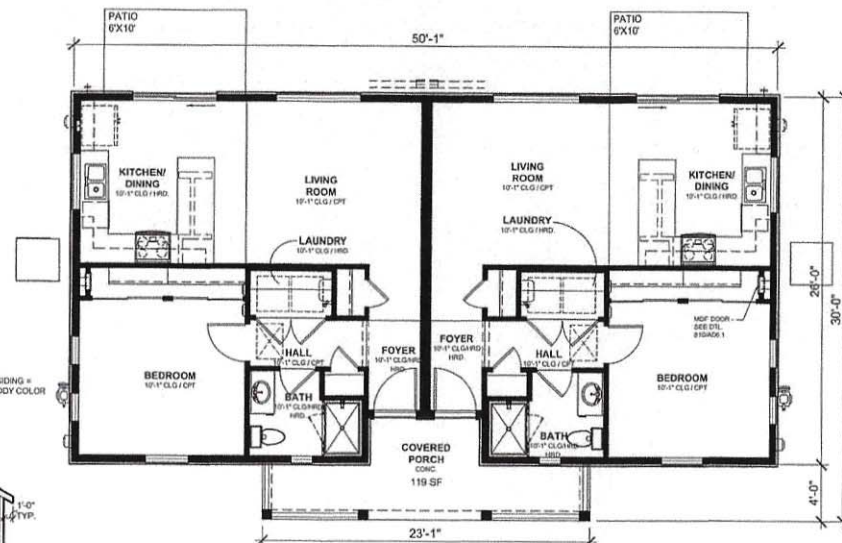
Right Elevation - Traditional

Elevation D 1/8" = 1'-0"



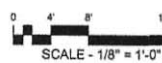
Roof Plan

Elevation D 1/8" = 1'-0"



Floor Plan

Elevation D 3/16" = 1'-0"



#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS

PLAN 1 ELEVATION D

SHEET 46 OF 60

NOT FOR CONSTRUCTION

ARCHITECTURAL STYLES AND MATERIALS

FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED. THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

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- ELEVATION C - SHINGLE: LARGE ROOF THAT IS COMPRISED OF GABLE OR CLIPPED GABLE. SHAKE SIDING PROVIDES A WEATHER LOOK AND MASONRY.
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WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3

AVILLA EASTLAKE
DEVELOPMENT PERMIT

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

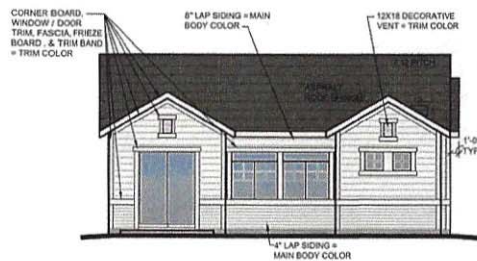
PLDP201801634

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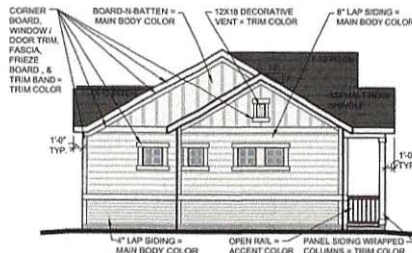
Front Elevation - Farmhouse

Elevation A 3/16" = 1'-0"



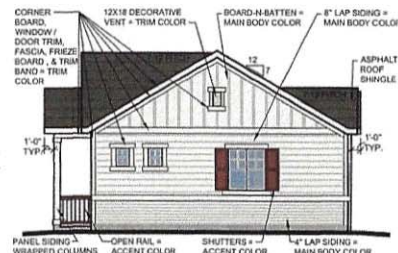
Rear Elevation - Farmhouse

Elevation A 1/8" = 1'-0"



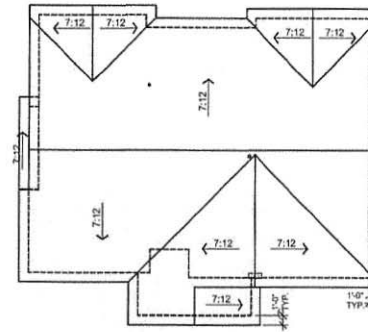
Left Elevation - Farmhouse

Elevation A 1/8" = 1'-0"



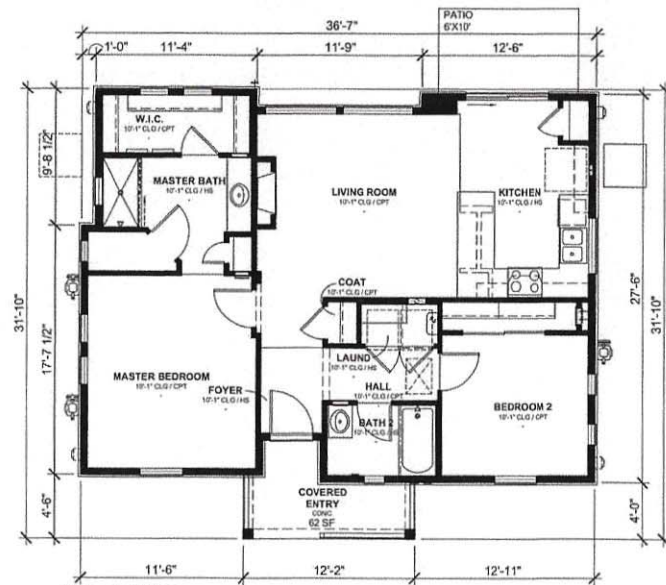
Right Elevation - Farmhouse

Elevation A 1/8" = 1'-0"



Roof Plan

Elevation A 1/8" = 1'-0"



Floor Plan

Elevation A 3/16" = 1'-0"

#	DATE	TITLE	DESCRIPTION
1	11/28/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	6/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS



PLAN 2 ELEVATION A
SHEET 47 OF 60

NOT FOR CONSTRUCTION

WASHINGTON CENTER SUBDIVISION, FILING NO. 1, LOTS 1 TO 6 & LOT A, BLOCK 3

PLDP201801634

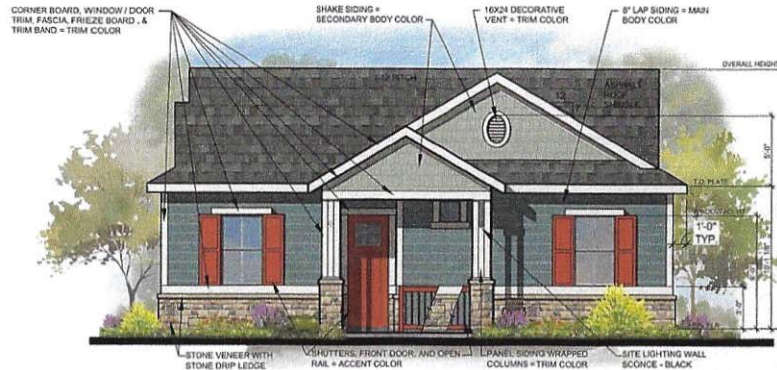
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ARCHITECTURAL STYLES AND MATERIALS
FOUR ARCHITECTURAL ELEVATIONS ARE PROVIDED. THE CONCEPT FOR EACH UTILIZE FOUR-SIDED ARCHITECTURE WITH MASONRY WRAPPING ALL FOUR SIDES OF MOST STYLES. A LARGE FRONT PORCH IS ALSO AN INTEGRAL COMPONENT OF EACH BUILDING.

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- ELEVATION D - TRADITIONAL: LAP SIDING AND BRICK MASONRY.

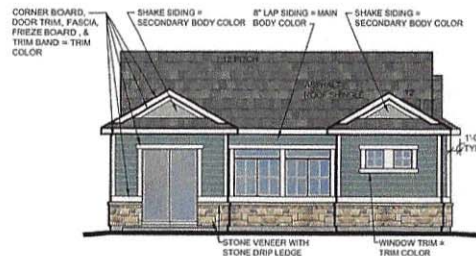
AVILLA EASTLAKE DEVELOPMENT PERMIT

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO



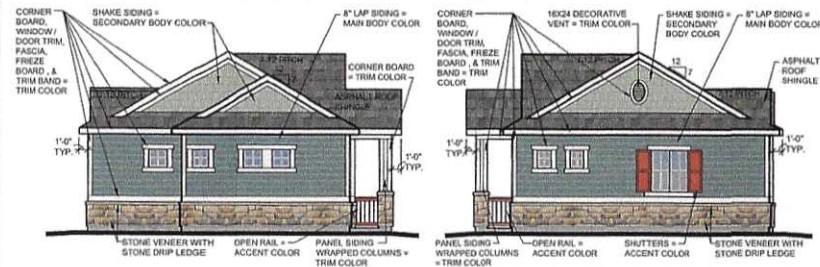
Front Elevation - Shingle

Elevation C 3/16" = 1'-0"



Rear Elevation - Shingle

Elevation C 1/8" = 1'-0"

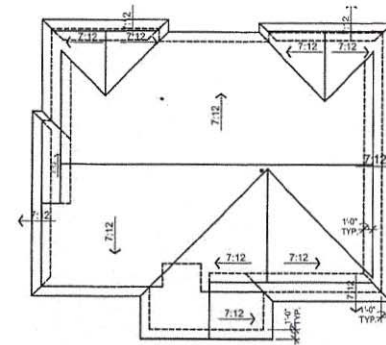


Left Elevation - Shingle

Elevation C 1/8" = 1'-0"

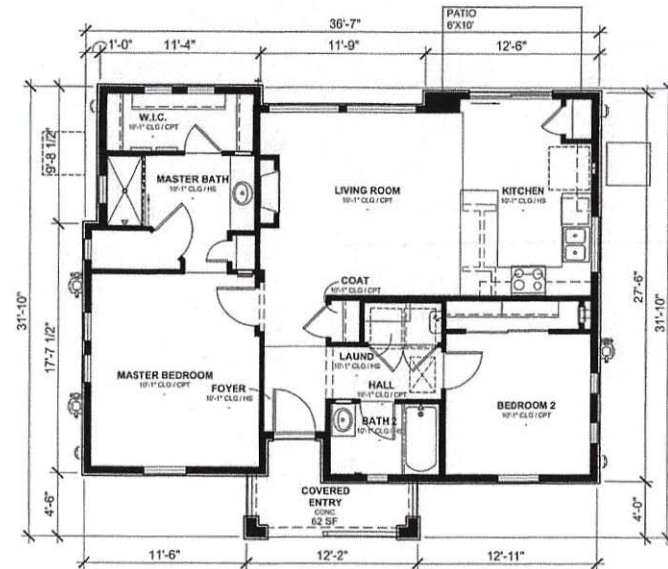
Right Elevation - Shingle

Elevation C 1/8" = 1'-0"



Roof Plan

Elevation C 1/8" = 1'-0"



Floor Plan

Elevation C 3/16" = 1'-0"

#	DATE	TITLE	DESCRIPTION
1	11/26/2018	DP-01	1ST DP SUBMITTAL
2	2/8/2019	DP-02	PER CITY COMMENTS
3	4/19/2019	DP-03	PER CITY COMMENTS
4	8/28/2019	DP-04	PER CITY COMMENTS
5	7/29/2019	DP-05	PER CITY COMMENTS

PLAN 2 ELEVATION C

SHEET 49 OF 60



5890 IND - C





5799IND_B



5820 IND - B

EXHIBIT D



ARCHITECTURAL CHARACTER FOR DISTRICT 4

24 JUNE 2020



Cooler Design

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.

August 10, 2020

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 36 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 10 day of August, 2020

Signatures of Governing Board

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

Purchase Invoice Register

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Fund No.	Fund Name								
101	General								
	Administration								
VEN000917	Humane Society for Hamilton	APP072936	7/9/2020	101001349	ADM-SERVICES	Strays	5,460.00	500000581	7/10/2020
VEN002336	Citizens Westfield	APP072946	7/8/2020	101001328	ADM-HEAT/GAS	Old Clinic House	37.30	68999	7/9/2020
VEN002336	Citizens Westfield	APP072946	7/8/2020	101001328	ADM-HEAT/GAS	DWA	41.36	68999	7/9/2020
VEN002336	Citizens Westfield	APP072946	7/8/2020	101001342	ADM-WATER/SEWER	Old Clinic House	70.25	68999	7/9/2020
VEN002336	Citizens Westfield	APP072946	7/8/2020	101001342	ADM-WATER/SEWER	City Hall	159.94	68999	7/9/2020
VEN002336	Citizens Westfield	APP072946	7/8/2020	101001342	ADM-WATER/SEWER	DWA	84.95	68999	7/9/2020
VEN002336	Citizens Westfield	APP072946	7/8/2020	101001342	ADM-WATER/SEWER	120 Camilla Ste C	132.24	68999	7/9/2020
VEN003729	Metronet	APP072948	7/9/2020	101001343	ADM-BUILDING	City Hall Alarm	59.31	69001	7/9/2020
VEN000589	Duke Energy	APP073111	7/17/2020	101001341	ADM-ELECTRICITY	Electric	619.04	69105	7/17/2020
VEN002336	Citizens Westfield	APP073112	7/16/2020	101001328	ADM-HEAT/GAS	Gas	149.80	69104	7/17/2020
VEN001537	Payroll	APP073200	7/22/2020	101001111	ADM-SALARY	sal	5,990.64	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101001120	ADM-FICA /MEDICARE	fica	356.79	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101001120	ADM-FICA /MEDICARE	med	83.44	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101001121	ADM-PERF	perf	585.96	500000583	7/22/2020
VEN008029	Liberty Mutual Insurance	APP073222	7/23/2020	101001339	ADM-INSURANCE	installment 8	4,568.58	69111	7/23/2020
VEN005574	Bose McKinney and Evans LLP	APP073236	7/22/2020	101001331	ADM-CONSULTING	Strategic Communications se	3,500.00		
VEN000513	DavisVision	APP073366	7/30/2020	101001119	ADM-HEALTH/DENTAL	Aug Vision Ins	12.87	69114	7/30/2020
VEN005845	Kinetrex Energy	APP073372	7/31/2020	101001328	ADM-HEAT/GAS	Gas	6.52		
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101001119	ADM-HEALTH/DENTAL	Aug Life Ins	3.25	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	101001119	ADM-HEALTH/DENTAL	Aug Dental Ins	40.62	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	101001119	ADM-HEALTH/DENTAL	June clinic hrs	174.69	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	101001119	ADM-HEALTH/DENTAL	5 mos 2020 medical ins	12,120.64		
VEN000589	Duke Energy	APP073540	8/4/2020	101001341	ADM-ELECTRICITY	DWA	448.61		
VEN000589	Duke Energy	APP073540	8/4/2020	101001341	ADM-ELECTRICITY	Redman Parking Lot	9.01		
VEN000589	Duke Energy	APP073540	8/4/2020	101001341	ADM-ELECTRICITY	Camilla Ct	10.44		
VEN000589	Duke Energy	APP073540	8/4/2020	101001341	ADM-ELECTRICITY	Old Clinic House	144.80		
VEN000589	Duke Energy	APP073540	8/4/2020	101001341	ADM-ELECTRICITY	City Hall	11.32		
VEN001469	O W Krohn and Associates	APP073541	8/4/2020	101001331	ADM-CONSULTING	June Services	8,415.00		
VEN001469	O W Krohn and Associates	APP073541	8/4/2020	101001331	ADM-CONSULTING	June Services	4,271.25		
VEN001469	O W Krohn and Associates	APP073541	8/4/2020	101001331	ADM-CONSULTING	June Services All areas	2,431.25		
VEN001469	O W Krohn and Associates	APP073541	8/4/2020	101001331	ADM-CONSULTING	June Services All areas	327.50		
VEN006678	Amazon Capital Services	APP073542	8/4/2020	101001347	ADM-PROMOTIONS	Sympathy wind chimes	59.99		

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Fund No. Fund Name									
101 General									
Administration									
VEN006494	Pure Water Partners	APP073543	8/4/2020	101001224	ADM-OPERATING SUPPLIES	Water	90.00		
VEN001953	Thomson West	APP073544	8/4/2020	101001330	ADM-ATTORNEY/CONSULT	West Information Charges	175.57		
VEN006494	Pure Water Partners	APP073545	8/4/2020	101001224	ADM-OPERATING SUPPLIES	Water	67.50		
VEN001537	Payroll	APP073549	8/4/2020	101001111	ADM-SALARY	sal	5,990.64		
VEN001537	Payroll	APP073549	8/4/2020	101001120	ADM-FICA /MEDICARE	fica	356.80		
VEN001537	Payroll	APP073549	8/4/2020	101001120	ADM-FICA /MEDICARE	med	83.42		
VEN001537	Payroll	APP073549	8/4/2020	101001121	ADM-PERF	perf	586.00		
Subtotal for Administration							57,737.29		
Police									
VEN003729	Metronet	APP072949	7/9/2020	101002335	POLICE-TELEPHONE	PSB	58.19	69002	7/9/2020
VEN000163	Aul Retirement	APP072951	7/9/2020	101002125	POLICE-401A MATCHING	6 month match	102,096.65	500000579	7/9/2020
VEN000589	Duke Energy	APP073111	7/17/2020	101002341	POLICE-ELECTRICITY	Electric	3,020.88	69105	7/17/2020
VEN002336	Citizens Westfield	APP073112	7/16/2020	101002328	POLICE-HEAT/GAS	Gas	196.34	69104	7/17/2020
VEN001537	Payroll	APP073200	7/22/2020	101002111	POLICE-SALARY	sal	184,559.86	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101002120	POLICE-FICA/MEDICARE	fica	10,991.61	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101002120	POLICE-FICA/MEDICARE	med	2,570.60	500000583	7/22/2020
VEN008029	Liberty Mutual Insurance	APP073222	7/23/2020	101002121	POLICE-PERF	perf	29,566.95	500000583	7/22/2020
VEN000962	Indiana Dept Of Workforce	APP073240	7/24/2020	101002349	POLICE-INSURANCE	installment 8	7,464.44	69111	7/23/2020
VEN001677	Rje Business Interiors	APP073324	7/29/2020	101002343	POLICE-SERVICES	unemployment	1,560.00	69112	7/24/2020
VEN000266	Bound Tree Medical	APP073325	7/29/2020	101002224	POLICE-BUILDING MAINTEN	File cabinet keys	33.36		
VEN000747	Galls	APP073327	7/29/2020	101002224	POLICE-OPERATING SUPPLI	Narcan	433.20		
VEN000747	Galls	APP073327	7/29/2020	101002229	POLICE-UNIFORMS	Uniform Boots - Hopkins	223.56		
VEN000094	American Eagle Equipment	APP073329	7/29/2020	101002229	POLICE-UNIFORMS	Streetguard Gloves	92.48		
VEN000942	Imagery LLC	APP073330	7/29/2020	101002360	POLICE-VEHICLE REPAIR	K9 Ray Allen System defectiv	376.25		
VEN006222	SuperFleet Master Card	APP073331	7/29/2020	101002229	POLICE-UNIFORMS	Polo Shirts - Rita	162.54		
VEN002353	Boldens Cleaners	APP073333	7/29/2020	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	440.29		
VEN002123	Westfield-Washington Schools	APP073334	7/29/2020	101002229	POLICE-UNIFORMS	Dry Cleaning	849.15		
VEN000644	Enviro-max Inc	APP073336	7/29/2020	101002223	POLICE-OFFICE SUPPLIES	Paper	75.75		
VEN000513	DavisVision	APP073356	7/30/2020	101002343	POLICE-BUILDING MAINTEN	HVAC maint	1,075.50		
VEN005845	Kinetrex Energy	APP073372	7/31/2020	101002119	POLICE-HEALTH/DENTAL	Aug Vision Ins	634.66	69114	7/30/2020
VEN005581	Newton Oil Company	APP073411	8/3/2020	101002328	POLICE-HEAT/GAS	Gas	182.42		
				101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	7,740.11		

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Fund No.	Fund Name								
101	General								
	Police								
VEN000345	Cave and Company Printing	APP073439	8/3/2020	101002337	POLICE-PRINTING	Business Cards	91.98		
VEN001417	Napa Auto Parts	APP073440	8/3/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Light Bulbs	40.47		
VEN000314	C.A.R. Clinic	APP073443	8/3/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	2,842.77		
VEN006222	SuperFleet Master Card	APP073444	8/3/2020	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	283.50		
VEN006333	Axon Enterprise Inc	APP073447	8/3/2020	101002349	POLICE-SERVICES	10 GB Evidence.co, Professio	5,616.00		
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101002119	POLICE-HEALTH/DENTAL	Aug Life Ins	204.75	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	101002119	POLICE-HEALTH/DENTAL	Aug Dental Ins	2,977.70	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	101002119	POLICE-HEALTH/DENTAL	June clinic hrs	4,777.20	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	101002119	POLICE-HEALTH/DENTAL	5 mos 2020 medical ins	314,522.88		
VEN000345	Cave and Company Printing	APP073535	8/4/2020	101002337	POLICE-PRINTING	Buisness Cards	218.52		
VEN001537	Payroll	APP073549	8/4/2020	101002111	POLICE-SALARY	sal	189,419.08		
VEN001537	Payroll	APP073549	8/4/2020	101002120	POLICE-FICA/MEDICARE	fica	11,227.65		
VEN001537	Payroll	APP073549	8/4/2020	101002120	POLICE-FICA/MEDICARE	med	2,625.86		
VEN001537	Payroll	APP073549	8/4/2020	101002121	POLICE-PERF	perf	29,914.28		
	Subtotal for Police						919,167.43		
	Economic and Community Development								
VEN001537	Payroll	APP073200	7/22/2020	101003111	ECD-SALARY	sal	27,611.42	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101003120	ECD-FICA/MEDICARE	fica	1,655.24	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101003120	ECD-FICA/MEDICARE	med	387.12	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101003121	ECD-PERF	perf	3,920.82	500000583	7/22/2020
VEN000513	DavisVision	APP073356	7/30/2020	101003119	ECD-HEALTH/DENTAL	Aug Vision Ins	118.09	69114	7/30/2020
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101003119	ECD-HEALTH/DENTAL	Aug Life Ins	39.00	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	101003119	ECD-HEALTH/DENTAL	Aug Dental Ins	413.62	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	101003119	ECD-HEALTH/DENTAL	June clinic hrs	700.50	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	101003119	ECD-HEALTH/DENTAL	5 mos 2020 medical ins	43,657.20		
VEN001537	Payroll	APP073549	8/4/2020	101003111	ECD-SALARY	sal	27,611.42		
VEN001537	Payroll	APP073549	8/4/2020	101003120	ECD-FICA/MEDICARE	fica	1,655.24		
VEN001537	Payroll	APP073549	8/4/2020	101003120	ECD-FICA/MEDICARE	med	387.12		
VEN001537	Payroll	APP073549	8/4/2020	101003121	ECD-PERF	perf	3,920.82		
	Subtotal for Economic and Community Development						112,077.61		

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Fund No.	Fund Name									
101	General									
Parks										
VEN001537	Payroll	APP073200	7/22/2020	101005111	PARKS-SALARY	sal	9,456.56	500000583	7/22/2020	
VEN001537	Payroll	APP073200	7/22/2020	101005120	PARKS-FICA/MEDICARE	fica	566.74	500000583	7/22/2020	
VEN001537	Payroll	APP073200	7/22/2020	101005120	PARKS-FICA/MEDICARE	med	132.54	500000583	7/22/2020	
VEN001537	Payroll	APP073200	7/22/2020	101005121	PARKS-PERF	perf	1,607.06	500000583	7/22/2020	
VEN000513	DavisVision	APP073356	7/30/2020	101005119	PARKS-HEALTH/DENTAL	Aug Vision Ins	36.94	69114	7/30/2020	
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101005119	PARKS-HEALTH/DENTAL	Aug Life Ins	13.00	69117	8/3/2020	
VEN000534	Delta Dental	APP073463	8/3/2020	101005119	PARKS-HEALTH/DENTAL	Aug Dental Ins	163.48	69115	8/3/2020	
VEN001676	Riverview Hospital	APP073465	8/3/2020	101005119	PARKS-HEALTH/DENTAL	June clinic hrs	259.44	69116	8/3/2020	
VEN008075	Anthem Bank	APP073471	8/3/2020	101005119	PARKS-HEALTH/DENTAL	5 mos 2020 medical ins	16,158.46			
VEN001537	Payroll	APP073549	8/4/2020	101005111	PARKS-SALARY	sal	9,332.76			
VEN001537	Payroll	APP073549	8/4/2020	101005120	PARKS-FICA/MEDICARE	fica	559.06			
VEN001537	Payroll	APP073549	8/4/2020	101005120	PARKS-FICA/MEDICARE	med	130.75			
VEN001537	Payroll	APP073549	8/4/2020	101005121	PARKS-PERF	perf	1,234.37			
Subtotal for Parks							39,651.16			
Economic Dev										
VEN001537	Payroll	APP073200	7/22/2020	101006111	ECONOMIC DEV-SALARY	sal	3,367.31	500000583	7/22/2020	
VEN001537	Payroll	APP073200	7/22/2020	101006120	ECONOMIC DEV-FICA/MEDI	fica	208.55	500000583	7/22/2020	
VEN001537	Payroll	APP073200	7/22/2020	101006120	ECONOMIC DEV-FICA/MEDI	med	48.77	500000583	7/22/2020	
VEN001537	Payroll	APP073200	7/22/2020	101006121	ECONOMIC DEV-PERF	perf	478.16	500000583	7/22/2020	
VEN000513	DavisVision	APP073356	7/30/2020	101006119	ECONOMIC DEV-HEALTH/D	Aug Vision Ins	5.60	69114	7/30/2020	
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101006119	ECONOMIC DEV-HEALTH/D	Aug Life Ins	3.25	69117	8/3/2020	
VEN000534	Delta Dental	APP073463	8/3/2020	101006119	ECONOMIC DEV-HEALTH/D	Aug Dental Ins	20.86	69115	8/3/2020	
VEN001676	Riverview Hospital	APP073465	8/3/2020	101006119	ECONOMIC DEV-HEALTH/D	June clinic hrs	46.70	69116	8/3/2020	
VEN008075	Anthem Bank	APP073471	8/3/2020	101006119	ECONOMIC DEV-HEALTH/D	5 mos 2020 medical ins	2,899.91			
VEN001537	Payroll	APP073549	8/4/2020	101006111	ECONOMIC DEV-SALARY	sal	3,367.31			
VEN001537	Payroll	APP073549	8/4/2020	101006120	ECONOMIC DEV-FICA/MEDI	fica	208.55			
VEN001537	Payroll	APP073549	8/4/2020	101006120	ECONOMIC DEV-FICA/MEDI	med	48.77			
VEN001537	Payroll	APP073549	8/4/2020	101006121	ECONOMIC DEV-PERF	perf	478.16			
Subtotal for Economic Dev							11,181.90			
Informatics										
VEN001537	Payroll	APP073200	7/22/2020	101007111	IT-SALARY	sal	16,785.42	500000583	7/22/2020	
VEN001537	Payroll	APP073200	7/22/2020	101007120	IT-FICA/MEDICARE	fica	976.25	500000583	7/22/2020	

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Fund No.	Fund Name								
101	General								
	Informatics								
VEN001537	Payroll	APP073200	7/22/2020	101007120	IT-FICA/MEDICARE	med	228.34	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101007121	IT-PERF	perf	2,383.53	500000583	7/22/2020
VEN000513	DavisVision	APP073356	7/30/2020	101007119	IT-HEALTH/DENTAL	Aug Vision Ins	62.68	69114	7/30/2020
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101007119	IT-HEALTH/DENTAL	Aug Life Ins	19.50	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	101007119	IT-HEALTH/DENTAL	Aug Dental Ins	326.96	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	101007119	IT-HEALTH/DENTAL	June clinic hrs	479.10	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	101007119	IT-HEALTH/DENTAL	5 mos 2020 medical ins	30,414.78		
VEN005272	SHI International	APP073508	8/4/2020	101007389	IT-SOFTWARE LICENSING	ESD Software	2,029.92		
VEN005146	Konica Minolta Business	APP073509	8/4/2020	101007337	IT-PRINTING	Click charges	129.28		
VEN008516	Granite Telecommunications	APP073510	8/4/2020	101007349	IT-SERVICES	CPE Cisco ADD ON	16.46		
VEN005134	Lifeline Data Centers	APP073511	8/4/2020	101007349	IT-SERVICES	Monthly services	1,975.70		
VEN007330	Cadence Team Inc	APP073512	8/4/2020	101007389	IT-SOFTWARE LICENSING	June overage	60.00		
VEN006331	enVista llc	APP073513	8/4/2020	101007349	IT-SERVICES	SharePoint Monitoring	920.00		
VEN000697	Finley and Cook	APP073514	8/4/2020	101007331	IT-CONSULTING	Jet Maint and enhancement	1,257.00		
VEN007330	Cadence Team Inc	APP073515	8/4/2020	101007389	IT-SOFTWARE LICENSING	Auvik overage June	60.00		
VEN007897	Konica Minolta Prem Fin 2	APP073516	8/4/2020	101007337	IT-PRINTING	Copy machine rental at Sta 82	77.70		
VEN004591	Virtusa Corporation	APP073517	8/4/2020	101007331	IT-CONSULTING	July services	4,027.00		
VEN005146	Konica Minolta Business	APP073518	8/4/2020	101007337	IT-PRINTING	ACDI	165.00		
VEN008285	EnvelopIQ LLC	APP073519	8/4/2020	101007349	IT-SERVICES	GP Acc Control	6,438.00		
VEN001737	Sam Rivard	APP073520	8/4/2020	101007334	IT-TRAVEL/TRAINING/SEMIN	Mileage reim for June and Jul	54.66		
VEN006597	ATEC Inc	APP073521	8/4/2020	101007349	IT-SERVICES	1st quart inst	3,222.00		
VEN005272	SHI International	APP073522	8/4/2020	101007389	IT-SOFTWARE LICENSING	Software	2,344.93		
VEN000697	Finley and Cook	APP073524	8/4/2020	101007389	IT-SOFTWARE LICENSING	Annual Support	15,000.00		
VEN001537	Payroll	APP073549	8/4/2020	101007111	IT-SALARY	sal	16,938.86		
VEN001537	Payroll	APP073549	8/4/2020	101007120	IT-FICA/MEDICARE	fica	985.76		
VEN001537	Payroll	APP073549	8/4/2020	101007120	IT-FICA/MEDICARE	med	230.53		
VEN001537	Payroll	APP073549	8/4/2020	101007121	IT-PERF	perf	2,405.32		
	Subtotal for Informatics						110,014.68		
	Clerk Treasurer								
VEN004297	ADP-Payroll	APP073009	7/13/2020	101008331	CT-CONSULTING	ADP services	9,569.45	500000580	7/13/2020
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		38,588.52	500000582	7/16/2020
VEN000837	Hamilton County Auditor Courthouse	APP073147	7/20/2020	101008338	CT-LEGAL NOTICES	Deeds	30.00	69103	7/20/2020

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Fund No. Fund Name									
101 General									
Clerk Treasurer									
VEN000847	Hamilton County Recorder	APP073148	7/20/2020	101008338	CT-LEGAL NOTICES	Ordinances and Resolutions	125.00	69102	7/20/2020
VEN000837	Hamilton County Auditor Courthouse	APP073197	7/22/2020	101008338	CT-LEGAL NOTICES	right of way	20.00	69100	7/22/2020
VEN000847	Hamilton County Recorder	APP073198	7/22/2020	101008338	CT-LEGAL NOTICES	warr deed easements	100.00	69099	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101008111	CT-SALARY	sal	17,067.63	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101008120	CT-FICA/MEDICARE	fica	995.34	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101008120	CT-FICA/MEDICARE	med	232.75	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101008121	CT-PERF	perf	2,000.43	500000583	7/22/2020
VEN001469	O W Krohn and Associates	APP073210	7/23/2020	101008331	CT-CONSULTING	June Services	1,493.75		
VEN001826	Staples	APP073225	7/23/2020	101008223	CT-OFFICE SUPPLIES	Folders	92.42		
VEN002123	Westfield-Washington Schools	APP073334	7/29/2020	101008223	CT-OFFICE SUPPLIES	Paper	25.25		
VEN000513	DavisVision	APP073356	7/30/2020	101008119	CT-HEALTH/DENTAL	Aug Vision Ins	69.95	69114	7/30/2020
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101008119	CT-HEALTH/DENTAL	Aug Life Ins	18.46	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	101008119	CT-HEALTH/DENTAL	Aug Dental Ins	257.04	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	101008119	CT-HEALTH/DENTAL	June clinic hrs	359.78	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	101008119	CT-HEALTH/DENTAL	5 mos 2020 medical ins	22,501.26		
VEN007097	Webster and Garino LLC	APP073487	8/3/2020	101008330	CT-LEGAL CONSULTING	Retainer	1,500.00		
VEN007097	Webster and Garino LLC	APP073536	8/4/2020	101008330	CT-LEGAL CONSULTING	March Services	337.50		
VEN007097	Webster and Garino LLC	APP073536	8/4/2020	101008330	CT-LEGAL CONSULTING	April and May Services	1,912.50		
VEN007097	Webster and Garino LLC	APP073536	8/4/2020	101008330	CT-LEGAL CONSULTING	July Services	90.00		
VEN007097	Webster and Garino LLC	APP073536	8/4/2020	101008330	CT-LEGAL CONSULTING	July Services	2,737.50		
VEN001537	Payroll	APP073549	8/4/2020	101008111	CT-SALARY	sal	17,067.64		
VEN001537	Payroll	APP073549	8/4/2020	101008120	CT-FICA/MEDICARE	fica	998.44		
VEN001537	Payroll	APP073549	8/4/2020	101008120	CT-FICA/MEDICARE	med	233.41		
VEN001537	Payroll	APP073549	8/4/2020	101008121	CT-PERF	perf	2,000.43		
Subtotal for Clerk Treasurer							120,424.45		
Mayor									
VEN001537	Payroll	APP073200	7/22/2020	101009111	MAYOR-SALARY	sal	4,575.54	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101009120	MAYOR- FICA/MEDICARE	fica	275.20	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101009120	MAYOR- FICA/MEDICARE	med	64.36	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101009121	MAYOR-PERF	perf	649.73	500000583	7/22/2020
VEN000513	DavisVision	APP073356	7/30/2020	101009119	MAYOR-HEALTH/DENTAL	Aug Vision Ins	12.87	69114	7/30/2020
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101009119	MAYOR-HEALTH/DENTAL	Aug Life Ins	2.21	69117	8/3/2020

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Fund No.	Fund Name									
101	General									
	Mayor									
	VEN000534	Delta Dental	APP073463	8/3/2020	101009119	MAYOR-HEALTH/DENTAL	Aug Dental Ins	40.62	69115	8/3/2020
	VEN001676	Riverview Hospital	APP073465	8/3/2020	101009119	MAYOR-HEALTH/DENTAL	June clinic hrs	95.13	69116	8/3/2020
	VEN008075	Anthem Bank	APP073471	8/3/2020	101009119	MAYOR-HEALTH/DENTAL	5 mos 2020 medical ins	6,098.42		
	VEN001537	Payroll	APP073549	8/4/2020	101009111	MAYOR-SALARY	sal	4,575.54		
	VEN001537	Payroll	APP073549	8/4/2020	101009120	MAYOR- FICA/MEDICARE	fica	275.20		
	VEN001537	Payroll	APP073549	8/4/2020	101009120	MAYOR- FICA/MEDICARE	med	64.36		
	VEN001537	Payroll	APP073549	8/4/2020	101009121	MAYOR-PERF	perf	649.73		
	Subtotal for Mayor							17,378.91		
	Public Works									
	VEN000589	Duke Energy	APP072928	7/8/2020	101013341	PW-ELECTRIC		192.13	68998	7/9/2020
	VEN002336	Citizens Westfield	APP072931	7/8/2020	101013342	PW-WATER/SEWER	PW water	218.56	68996	7/9/2020
	VEN002336	Citizens Westfield	APP073015	7/14/2020	101013328	PW-HEAT/GAS	Mill St gas	12.84	69094	7/14/2020
	VEN002336	Citizens Westfield	APP073015	7/14/2020	101013342	PW-WATER/SEWER	PW Water	2,083.17	69094	7/14/2020
	VEN000589	Duke Energy	APP073111	7/17/2020	101013341	PW-ELECTRIC	Electric	2,864.90	69105	7/17/2020
	VEN000589	Duke Energy	APP073111	7/17/2020	101013341	PW-ELECTRIC	Electric	765.38	69105	7/17/2020
	VEN002336	Citizens Westfield	APP073112	7/16/2020	101013328	PW-HEAT/GAS	Gas	118.76	69104	7/17/2020
	VEN002613	Ermco Inc	APP073117	7/20/2020	101013224	PW-OPERATING SUPPLIES	191st RAB	212.76		
	VEN001537	Payroll	APP073200	7/22/2020	101013111	PW-SALARY	sal	49,639.21	500000583	7/22/2020
	VEN001537	Payroll	APP073200	7/22/2020	101013120	PW-FICA/MEDICARE	fica	2,898.40	500000583	7/22/2020
	VEN001537	Payroll	APP073200	7/22/2020	101013120	PW-FICA/MEDICARE	med	677.88	500000583	7/22/2020
	VEN001537	Payroll	APP073200	7/22/2020	101013121	PW-PERF	perf	7,477.86	500000583	7/22/2020
	VEN008029	Liberty Mutual Insurance	APP073222	7/23/2020	101013339	PW-INSURANCE	installment 8	3,958.41	69111	7/23/2020
	VEN000589	Duke Energy	APP073224	7/23/2020	101013341	PW-ELECTRIC	PW	44.09	69109	7/23/2020
	VEN000513	DavisVision	APP073356	7/30/2020	101013119	PW-HEALTH AND DENTAL	Aug Vision Ins	250.72	69114	7/30/2020
	VEN005845	Kinetrex Energy	APP073372	7/31/2020	101013328	PW-HEAT/GAS	Gas	9.36		
	VEN008274	Central Indiana Rubber Products Inc	APP073405	8/3/2020	101013224	PW-OPERATING SUPPLIES	Parts for Spray Tank	730.82		
	VEN002139	Williams Creek Management	APP073449	8/3/2020	101013349	PW-CONTRACTUAL SERVIC	US 31 Corridor	10,900.00		
	VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101013119	PW-HEALTH AND DENTAL	Aug Life Ins	81.78	69117	8/3/2020
	VEN000534	Delta Dental	APP073463	8/3/2020	101013119	PW-HEALTH AND DENTAL	Aug Dental Ins	1,314.82	69115	8/3/2020
	VEN001676	Riverview Hospital	APP073465	8/3/2020	101013119	PW-HEALTH AND DENTAL	June clinic hrs	2,181.05	69116	8/3/2020
	VEN008075	Anthem Bank	APP073471	8/3/2020	101013119	PW-HEALTH AND DENTAL	5 mos 2020 medical ins	148,618.20		
	VEN006548	MAGI Services LLC	APP073486	8/3/2020	101013343	PW-BLDG MAINT	AED PA	400.00	69119	8/3/2020

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Fund No.	Fund Name									
101	General									
Public Works										
VEN005403	BrightView Landscapes LLC	APP073496	8/3/2020	101013349	PW-CONTRACTUAL SERVIC	186th Median		385.00		
VEN005403	BrightView Landscapes LLC	APP073497	8/3/2020	101013349	PW-CONTRACTUAL SERVIC	July COW		43,741.67		
VEN005403	BrightView Landscapes LLC	APP073498	8/3/2020	101013349	PW-CONTRACTUAL SERVIC	July US 31		11,460.00		
VEN005403	BrightView Landscapes LLC	APP073499	8/3/2020	101013349	PW-CONTRACTUAL SERVIC	July Janitorial		11,562.78		
VEN002336	Citizens Westfield	APP073538	8/4/2020	101013342	PW-WATER/SEWER	PW		311.32		
VEN000589	Duke Energy	APP073539	8/4/2020	101013341	PW-ELECTRIC	PW		243.40		
VEN006494	Pure Water Partners	APP073543	8/4/2020	101013224	PW-OPERATING SUPPLIES	Water		90.00		
VEN006494	Pure Water Partners	APP073545	8/4/2020	101013224	PW-OPERATING SUPPLIES	Water		67.50		
VEN001537	Payroll	APP073549	8/4/2020	101013111	PW-SALARY	sal		48,252.27		
VEN001537	Payroll	APP073549	8/4/2020	101013120	PW-FICA/MEDICARE	fica		2,803.11		
VEN001537	Payroll	APP073549	8/4/2020	101013120	PW-FICA/MEDICARE	med		655.55		
VEN001537	Payroll	APP073549	8/4/2020	101013121	PW-PERF	perf		7,280.91		
Subtotal for Public Works								362,504.61		
Communications										
VEN001359	Michelle Krcmery	APP073109	7/17/2020	101020331	COMM- CONSULT	May Services		720.00	69107	7/17/2020
VEN001537	Payroll	APP073200	7/22/2020	101020111	COMM-SALARY	sal		7,463.54	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101020120	COMM-FICA/MEDICARE	fica		450.71	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101020120	COMM-FICA/MEDICARE	med		105.41	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	101020121	COMM-PERF	perf		1,059.82	500000583	7/22/2020
VEN000513	DavisVision	APP073356	7/30/2020	101020119	COMM-HEALTH/DENTAL	Aug Vision Ins		24.07	69114	7/30/2020
VEN006766	Meltwater News US	APP073415	8/3/2020	101020350	COMM-DUES MEMBERSHIP	Renewal		8,100.00		
VEN000345	Cave and Company Printing	APP073436	8/3/2020	101020337	COMM-PRINTING	Business cards		55.96		
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	101020119	COMM-HEALTH/DENTAL	Aug Life Ins		9.75	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	101020119	COMM-HEALTH/DENTAL	Aug Dental Ins		98.88	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	101020119	COMM-HEALTH/DENTAL	June clinic hrs		179.88	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	101020119	COMM-HEALTH/DENTAL	5 mos 2020 medical ins		11,230.33		
VEN001537	Payroll	APP073549	8/4/2020	101020111	COMM-SALARY	sal		7,463.53		
VEN001537	Payroll	APP073549	8/4/2020	101020120	COMM-FICA/MEDICARE	fica		450.71		
VEN001537	Payroll	APP073549	8/4/2020	101020120	COMM-FICA/MEDICARE	med		105.41		
VEN001537	Payroll	APP073549	8/4/2020	101020121	COMM-PERF	perf		1,059.82		
Subtotal for Communications								38,577.82		

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Fund No.	Fund Name								
101	General								
	Customer Service								
	VEN001537 Payroll	APP073200	7/22/2020	101021111	CUSTOMER SERV-SALARY	sal	10,762.26	500000583	7/22/2020
	VEN001537 Payroll	APP073200	7/22/2020	101021120	CUSTOMER SERV- FICA/ME	fica	642.76	500000583	7/22/2020
	VEN001537 Payroll	APP073200	7/22/2020	101021120	CUSTOMER SERV- FICA/ME	med	150.33	500000583	7/22/2020
	VEN001537 Payroll	APP073200	7/22/2020	101021121	CUSTOMER SERV- PERF	perf	1,173.23	500000583	7/22/2020
	VEN000513 DavisVision	APP073356	7/30/2020	101021119	CUSTOMER SERV-HEALTH/	Aug Vision Ins	44.21	69114	7/30/2020
	VEN004479 Symetra Life Insurance	APP073459	8/3/2020	101021119	CUSTOMER SERV-HEALTH/	Aug Life Ins	13.00	69117	8/3/2020
	VEN000534 Delta Dental	APP073463	8/3/2020	101021119	CUSTOMER SERV-HEALTH/	Aug Dental Ins	204.10	69115	8/3/2020
	VEN001676 Riverview Hospital	APP073465	8/3/2020	101021119	CUSTOMER SERV-HEALTH/	June clinic hrs	345.92	69116	8/3/2020
	VEN008075 Anthem Bank	APP073471	8/3/2020	101021119	CUSTOMER SERV-HEALTH/	5 mos 2020 medical ins	21,809.26		
	VEN001537 Payroll	APP073549	8/4/2020	101021111	CUSTOMER SERV-SALARY	sal	8,262.25		
	VEN001537 Payroll	APP073549	8/4/2020	101021120	CUSTOMER SERV- FICA/ME	fica	487.76		
	VEN001537 Payroll	APP073549	8/4/2020	101021120	CUSTOMER SERV- FICA/ME	med	114.06		
	VEN001537 Payroll	APP073549	8/4/2020	101021121	CUSTOMER SERV- PERF	perf	1,173.33		
	Subtotal for Customer Service						45,182.47		
	Human Resources								
	VEN001537 Payroll	APP073200	7/22/2020	101022111	HR -SALARY	sal	4,453.40	500000583	7/22/2020
	VEN001537 Payroll	APP073200	7/22/2020	101022120	HR-FICA/MEDICARE	fica	263.89	500000583	7/22/2020
	VEN001537 Payroll	APP073200	7/22/2020	101022120	HR-FICA/MEDICARE	med	61.72	500000583	7/22/2020
	VEN001537 Payroll	APP073200	7/22/2020	101022121	HR PERF	perf	632.38	500000583	7/22/2020
	VEN000513 DavisVision	APP073356	7/30/2020	101022119	HR-HEALTH/DENTAL	Aug Vision Ins	25.74	69114	7/30/2020
	VEN004479 Symetra Life Insurance	APP073459	8/3/2020	101022119	HR-HEALTH/DENTAL	Aug Life Ins	6.50	69117	8/3/2020
	VEN000534 Delta Dental	APP073463	8/3/2020	101022119	HR-HEALTH/DENTAL	Aug Dental Ins	85.46	69115	8/3/2020
	VEN001676 Riverview Hospital	APP073465	8/3/2020	101022119	HR-HEALTH/DENTAL	June clinic hrs	181.61	69116	8/3/2020
	VEN008075 Anthem Bank	APP073471	8/3/2020	101022119	HR-HEALTH/DENTAL	5 mos 2020 medical ins	11,602.15		
	VEN001537 Payroll	APP073549	8/4/2020	101022111	HR -SALARY	sal	4,453.40		
	VEN001537 Payroll	APP073549	8/4/2020	101022120	HR-FICA/MEDICARE	fica	263.89		
	VEN001537 Payroll	APP073549	8/4/2020	101022120	HR-FICA/MEDICARE	med	61.72		
	VEN001537 Payroll	APP073549	8/4/2020	101022121	HR PERF	perf	632.38		
	Subtotal for Human Resources						22,724.24		
	Subtotal for Fund 101 General						1,856,622.57		

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Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		5,432.08	500000582	7/16/2020
	Subtotal for Clerk Treasurer							5,432.08	
	Public Works								
VEN000589	Duke Energy	APP073111	7/17/2020	201013341	MVH-ELECTRIC	Electric	2,231.56	69105	7/17/2020
VEN001705	Roudebush Equipment	APP073116	7/20/2020	201013345	MVH-EQUIP REPAIR	Repairs to Massey Tractor	41,298.00		
VEN001778	Shelby Materials	APP073119	7/20/2020	201013231	MVH-SUBGRADE MATERIAL	Oak Ridge and Superstar Dr	472.50		
VEN001778	Shelby Materials	APP073119	7/20/2020	201013231	MVH-SUBGRADE MATERIAL	Centennial	283.00		
VEN001626	R and T Tire and Auto	APP073120	7/20/2020	201013345	MVH-EQUIP REPAIR	Road Service	152.00		
VEN001626	R and T Tire and Auto	APP073120	7/20/2020	201013345	MVH-EQUIP REPAIR	Flat repair	31.00		
VEN006285	Ceres Solutions Cooperative	APP073121	7/20/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Off road	460.98		
VEN000975	Indiana Oxygen Company	APP073122	7/20/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Acetylene and mixed gases	54.21		
VEN001671	Rieth-Riley Construction	APP073123	7/20/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	298.70		
VEN001537	Payroll	APP073200	7/22/2020	201013111	MVH-SALARY	sal	7,833.74	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	201013120	MVH-FICA/MEDICARE	fica	460.71	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	201013120	MVH-FICA/MEDICARE	med	107.75	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	201013121	MVH-PERF	perf	1,112.39	500000583	7/22/2020
VEN007207	Car X Tire and Auto	APP073233	7/24/2020	201013360	MVH-VEHICLE REPAIR	Oil changes	402.85		
VEN008377	Commercial Recreation Group LLC	APP073234	7/24/2020	201013474	MVH-CONSTRUCTION COS.	Monon benches	4,741.59		
VEN004236	RejuvTec	APP073277	7/21/2020	201013233	MVH-ASPALT	2020 Preservative Seal/Aspha	133,095.25		
VEN000513	DavisVision	APP073356	7/30/2020	201013119	MVH-HEALTH/DENTAL	Aug Vision Ins	25.74	69114	7/30/2020
VEN006748	V3 Companies	APP073360	7/30/2020	201013349	MVH-RESTRICT SERVICES	151st Street Trail Connection	1,682.50		
VEN008522	Tom OBrien	APP073375	7/31/2020	201013345	MVH-EQUIP REPAIR	Mini dump truck repair	4,089.20		
VEN000865	Harvey's Collision Center	APP073376	7/31/2020	201013360	MVH-VEHICLE REPAIR	Body repair	1,024.00		
VEN001384	Milestone Contractors LP	APP073378	7/31/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	149.75		
VEN006770	Michael Todd and Company Inc	APP073406	8/3/2020	201013360	MVH-VEHICLE REPAIR	New Strobes for truck	146.88		
VEN005581	Newton Oil Company	APP073411	8/3/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	5,911.01		
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	201013119	MVH-HEALTH/DENTAL	Aug Life Ins	9.75	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	201013119	MVH-HEALTH/DENTAL	Aug Dental Ins	163.48	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	201013119	MVH-HEALTH/DENTAL	June clinic hrs	264.63	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	201013119	MVH-HEALTH/DENTAL	5 mos 2020 medical ins	16,516.66		
VEN001384	Milestone Contractors LP	APP073489	8/3/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	479.80		
VEN006285	Ceres Solutions Cooperative	APP073490	8/3/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Off Road	366.23		

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Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN001537	Payroll	APP073549	8/4/2020	201013111	MVH-SALARY	sal	7,833.74		
VEN001537	Payroll	APP073549	8/4/2020	201013120	MVH-FICA/MEDICARE	fica	460.71		
VEN001537	Payroll	APP073549	8/4/2020	201013120	MVH-FICA/MEDICARE	med	107.75		
VEN001537	Payroll	APP073549	8/4/2020	201013121	MVH-PERF	perf	1,112.39		
	Subtotal for Public Works						233,380.45		
	Subtotal for Fund 201 Motor Vehicle Highway (MVH)						238,812.53		
Fund No. Fund Name									
202	Local Road and Street (LRS)								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		5,296.34	500000582	7/16/2020
	Subtotal for Clerk Treasurer						5,296.34		
	Public Works								
VEN000921	Huston Electric	APP073115	7/20/2020	202013349	LRS-SERVICES	Stop light repairs	1,528.00		
VEN001716	Runyon Equipment Rental	APP073231	7/24/2020	202013432	LRS-SIDEWALK	Stump cutter sidewalks	115.00		
VEN005917	The Etica Group Inc	APP073363	7/30/2020	202013349	LRS-SERVICES	161st and Union	23,328.39		
VEN005917	The Etica Group Inc	APP073363	7/30/2020	202013349	LRS-SERVICES	Supplement 1 approved on 6/	4,271.91		
VEN002038	USI Consultants Inc	APP073364	7/30/2020	202013349	LRS-SERVICES	Preliminary Engineering for 1	4,613.40		
VEN000921	Huston Electric	APP073377	7/31/2020	202013349	LRS-SERVICES	Mill St	1,997.57		
	Subtotal for Public Works						35,854.27		
	Subtotal for Fund 202 Local Road and Street (LRS)						41,150.61		
Fund No. Fund Name									
203	Fire Operating								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		12,179.55	500000582	7/16/2020
	Subtotal for Clerk Treasurer						12,179.55		
	Fire								
VEN002336	Citizens Westfield	APP072930	7/8/2020	203012342	FIRE-WATER/SEWER	Sta 83 water	441.19	68995	7/9/2020
VEN003729	Metronet	APP072949	7/9/2020	203012349	FIRE-SERVICES	PSB	58.18	69002	7/9/2020
VEN004836	Nationwide Retirement Solutions	APP072950	7/9/2020	203012125	FIRE-401A MATCHING	6 month match	16,396.41	69003	7/9/2020
VEN000163	Aul Retirement	APP072951	7/9/2020	203012125	FIRE-401A MATCHING	6 month match	31,358.89	500000579	7/9/2020

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Vendor No.	Buy-From Vendor Name								
Fund No.	Fund Name								
203	Fire Operating								
	Fire								
VEN002048	Vectren	APP073013	7/14/2020	203012328	FIRE-GAS/HEAT	Sta 82	60.47	69097	7/14/2020
VEN002336	Citizens Westfield	APP073016	7/14/2020	203012328	FIRE-GAS/HEAT	Sta 83 Gas	97.88	69095	7/14/2020
VEN002088	Webb Effects	APP073054	7/15/2020	203012472	FIRE-EQUIP	EDO-308	300.00		
VEN000266	Bound Tree Medical	APP073057	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	towelettes	6.28		
VEN005006	Team Pride Athletic Apparel	APP073058	7/15/2020	203012229	FIRE-UNIFORMS	Alliance II - sackpack - 12	232.78		
VEN000065	Airgas Mid America	APP073059	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	rental and oxgen	618.95		
VEN007764	Indiana Alliance of Hazardous	APP073061	7/15/2020	203012242	FIRE-HAZMAT	Membership Fee-2020	200.00		
VEN008508	Dennis Lariviere	APP073062	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	Patient Refund	29.00		
VEN008509	Bozena Gruszka	APP073063	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	patient refund	261.15		
VEN008510	Daniel Knuth	APP073064	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	patient refund	30.22		
VEN008511	Brenda Walls	APP073065	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	patient refund	49.98		
VEN008512	State Farm Auto Insurance 2	APP073066	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	patient refund	125.00		
VEN008513	Kemper Health	APP073067	7/15/2020	203012224	FIRE-OPERATING SUPPLIES	patient refund	71.70		
VEN000266	Bound Tree Medical	APP073085	7/16/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	1,382.88		
VEN001498	Ott Equipment Service	APP073086	7/16/2020	203012360	FIRE-VEHICLE MAINT	annual lift inspection	175.00		
VEN006285	Ceres Solutions Cooperative	APP073087	7/16/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,713.15		
VEN000644	Enviro-max Inc	APP073088	7/16/2020	203012343	FIRE-BUILDING MAINTENAN	Sta 82 Semi annual	528.00		
VEN000589	Duke Energy	APP073111	7/17/2020	203012341	FIRE-ELECTRIC	Electric	3,020.88	69105	7/17/2020
VEN000589	Duke Energy	APP073111	7/17/2020	203012341	FIRE-ELECTRIC	Electric	878.58	69105	7/17/2020
VEN000589	Duke Energy	APP073111	7/17/2020	203012341	FIRE-ELECTRIC	Electric	650.90	69105	7/17/2020
VEN000589	Duke Energy	APP073111	7/17/2020	203012346	FIRE-TORNADO SIREN	Sirens	63.07	69105	7/17/2020
VEN002336	Citizens Westfield	APP073112	7/16/2020	203012328	FIRE-GAS/HEAT	Gas	196.35	69104	7/17/2020
VEN001537	Payroll	APP073200	7/22/2020	203012111	FIRE-SALARY	sal	220,696.61	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	203012120	FIRE-FICA AND MEDICARE	fica	13,072.53	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	203012120	FIRE-FICA AND MEDICARE	med	3,057.28	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	203012121	FIRE-PERF	perf	34,810.92	500000583	7/22/2020
VEN001537	Payroll	APP073200	7/22/2020	203012124	FIRE-PEHP	pehp plan	53,625.00	500000583	7/22/2020
VEN008029	Liberty Mutual Insurance	APP073222	7/23/2020	203012339	FIRE-INSURANCE	installment 8	4,334.46	69111	7/23/2020
VEN005006	Team Pride Athletic Apparel	APP073265	7/27/2020	203012229	FIRE-UNIFORMS	polos	164.00		
VEN000266	Bound Tree Medical	APP073266	7/27/2020	203012224	FIRE-OPERATING SUPPLIES	Epi	78.78		
VEN007441	Conway Shields	APP073267	7/27/2020	203012229	FIRE-UNIFORMS	shields	302.50		
VEN001942	The Uniform House	APP073268	7/27/2020	203012229	FIRE-UNIFORMS	uniforms	525.34		

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Fund No.	Fund Name								
203	Fire Operating								
	Fire								
VEN008520	Locality Media Inc	APP073269	7/27/2020	203012350	FIRE-SUBSCRIPTIONS/DUE	inspection software	5,400.00		
VEN005980	Fire Services Inc	APP073270	7/27/2020	203012360	FIRE-VEHICLE MAINT	window switch	19.94		
VEN000967	Indiana Fire Instructors Assoc	APP073271	7/27/2020	203012350	FIRE-SUBSCRIPTIONS/DUE	Roberts renewal	290.00		
VEN008380	Soros Clinical Solutions LLC	APP073272	7/27/2020	203012349	FIRE-SERVICES	Covid testing	135.00		
VEN000903	Hoosier Fire Equipment	APP073278	7/27/2020	203012229	FIRE-UNIFORMS	Boots, helmet	1,173.05		
VEN001464	Northside Garage Door System	APP073279	7/27/2020	203012343	FIRE-BUILDING MAINTENAN	repairs to doors	540.00		
VEN006285	Ceres Solutions Cooperative	APP073280	7/27/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,004.85		
VEN000065	Airgas Mid America	APP073281	7/27/2020	203012224	FIRE-OPERATING SUPPLIES	oxygen	53.06		
VEN006388	Everbridge Inc	APP073282	7/27/2020	203012349	FIRE-SERVICES		628.37		
VEN008521	Dunnys Pump Service	APP073313	7/29/2020	203012360	FIRE-VEHICLE MAINT		2,200.00		
VEN000644	Enviro-max Inc	APP073336	7/29/2020	203012343	FIRE-BUILDING MAINTENAN	HVAC maint	1,075.50		
VEN000513	DavisVision	APP073356	7/30/2020	203012119	FIRE-HEALTH/DENTAL	Aug Vision Ins	828.79	69114	7/30/2020
VEN005845	Kinetrex Energy	APP073372	7/31/2020	203012328	FIRE-GAS/HEAT	Gas	182.41		
VEN005845	Kinetrex Energy	APP073372	7/31/2020	203012328	FIRE-GAS/HEAT	Gas	50.98		
VEN005845	Kinetrex Energy	APP073372	7/31/2020	203012328	FIRE-GAS/HEAT	Gas	21.71		
VEN000266	Bound Tree Medical	APP073408	8/3/2020	203012224	FIRE-OPERATING SUPPLIES	Supplies	1,535.38		
VEN007352	Gear Wash LLC	APP073409	8/3/2020	203012229	FIRE-UNIFORMS	Repairs on Uniforms	449.47		
VEN001957	Tiffany Photography Studio	APP073410	8/3/2020	203012347	FIRE-PROMOTIONS	Employee Photos	450.00		
VEN005581	Newton Oil Company	APP073411	8/3/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,073.32		
VEN000345	Cave and Company Printing	APP073450	8/3/2020	203012337	FIRE-PRINTING	Business cards - P. Strass	45.99		
VEN000065	Airgas Mid America	APP073451	8/3/2020	203012224	FIRE-OPERATING SUPPLIES	oxygen	13.84		
VEN008457	LeGear Engineering	APP073452	8/3/2020	203012334	FIRE-TRAVEL/TRAINING/SE	training class - pump operator	1,950.00		
VEN002326	OREILLY AUTO	APP073453	8/3/2020	203012360	FIRE-VEHICLE MAINT	parts for vehicle repairs	823.91		
VEN000903	Hoosier Fire Equipment	APP073455	8/3/2020	203012229	FIRE-UNIFORMS	6 helmets	2,327.25		
VEN004479	Symetra Life Insurance	APP073459	8/3/2020	203012119	FIRE-HEALTH/DENTAL	Aug Life Ins	240.50	69117	8/3/2020
VEN000534	Delta Dental	APP073463	8/3/2020	203012119	FIRE-HEALTH/DENTAL	Aug Dental Ins	4,124.86	69115	8/3/2020
VEN001676	Riverview Hospital	APP073465	8/3/2020	203012119	FIRE-HEALTH/DENTAL	June clinic hrs	5,961.99	69116	8/3/2020
VEN008075	Anthem Bank	APP073471	8/3/2020	203012119	FIRE-HEALTH/DENTAL	5 mos 2020 medical ins	375,781.97		
VEN000304	Bullseye Fence Design Inc	APP073474	8/3/2020	203012343	FIRE-BUILDING MAINTENAN	Station 83 fence	2,210.00		
VEN006548	MAGI Services LLC	APP073486	8/3/2020	203012343	FIRE-BUILDING MAINTENAN	AED PA	800.00	69119	8/3/2020
VEN005584	The Accumed Group	APP073534	8/4/2020	203012349	FIRE-SERVICES	July Billing Service Fee	1,880.86		
VEN002336	Citizens Westfield	APP073537	8/4/2020	203012342	FIRE-WATER/SEWER	Sta 82	217.72		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN001537	Payroll	APP073549	8/4/2020	203012111	FIRE-SALARY	sal	220,027.68		
VEN001537	Payroll	APP073549	8/4/2020	203012111	FIRE-SALARY	fire ltd plan	2,603.63		
VEN001537	Payroll	APP073549	8/4/2020	203012120	FIRE-FICA AND MEDICARE	fica	13,005.16		
VEN001537	Payroll	APP073549	8/4/2020	203012120	FIRE-FICA AND MEDICARE	med	3,041.61		
VEN001537	Payroll	APP073549	8/4/2020	203012121	FIRE-PERF	perf	35,752.88		
Subtotal for Fire							1,077,535.99		
Subtotal for Fund 203 Fire Operating							1,089,715.54		
Fund No. Fund Name									
204 Park Impact									
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		5,729.39	500000582	7/16/2020
Subtotal for Clerk Treasurer							5,729.39		
Public Works									
VEN000961	Indiana Dept Of Transportation	APP073232	7/17/2020	204013474	PW-PARK IMPACT CONSTR	Monon Trail Phase 5 (Bridge	7,226.69		
VEN002019	United Consulting	APP073237	7/23/2020	204013474	PW-PARK IMPACT CONSTR	Monon 5 - CE 100% Supplem	9,470.59		
VEN001716	Runyon Equipment Rental	APP073407	8/3/2020	204013474	PW-PARK IMPACT CONSTR	Midland trail retaining walls	75.00		
Subtotal for Public Works							16,772.28		
Subtotal for Fund 204 Park Impact							22,501.67		
Fund No. Fund Name									
206 Parks Programming/Events									
Parks									
VEN007331	RaceMaker Productions LLC	APP073504	8/4/2020	206005347	PARKS PROGRAM-PROMOT	Grand Run	300.00		
VEN006804	Creating Brand Legacy Worldwide	APP073505	8/4/2020	206005347	PARKS PROGRAM-PROMOT	Grand Run	1,720.00		
VEN006634	Hickeys Shaved Ice LLC	APP073506	8/4/2020	206005347	PARKS PROGRAM-PROMOT	Kona Ice TAT	37.20		
Subtotal for Parks							2,057.20		
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		59.79	500000582	7/16/2020
Subtotal for Clerk Treasurer							59.79		
Subtotal for Fund 206 Parks Programming/Events							2,116.99		

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Fund No. Fund Name									
239	Law Enforcement								
Police									
VEN001993	Treasurer Of State of Indiana	APP073089	7/16/2020	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification - B	40.00		
VEN001993	Treasurer Of State of Indiana	APP073089	7/16/2020	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification - B	40.00		
VEN001993	Treasurer Of State of Indiana	APP073089	7/16/2020	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification -	40.00		
VEN001993	Treasurer Of State of Indiana	APP073089	7/16/2020	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification - S	40.00		
VEN000107	American Working Dogs	APP073332	7/29/2020	239002334	LAW ENFORCE-TRAVEL/TR	K9 Recertification	600.00	69113	7/29/2020
VEN001225	Law Enforcement Training Board	APP073445	8/3/2020	239002334	LAW ENFORCE-TRAVEL/TR	Instructor Recertification - Ab	50.00		
VEN001993	Treasurer Of State of Indiana	APP073446	8/3/2020	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recert.-Stubbs	40.00		
VEN001993	Treasurer Of State of Indiana	APP073446	8/3/2020	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recert.-Zosso	40.00		
VEN000107	American Working Dogs	APP073476	8/3/2020	239002334	LAW ENFORCE-TRAVEL/TR	K9 Recertification-Stubbs	600.00	69118	8/3/2020
VEN000107	American Working Dogs	APP073476	8/3/2020	239002334	LAW ENFORCE-TRAVEL/TR	K9 Recertification-Velazquez	600.00	69118	8/3/2020
Subtotal for Police							2,090.00		
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		600.00	500000582	7/16/2020
Subtotal for Clerk Treasurer							600.00		
Subtotal for Fund 239 Law Enforcement							2,690.00		
Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
Public Works									
VEN001710	RQAW Corp	APP073052	7/13/2020	264013349	ROAD IMPACT-SERVICES	151st & Towne Road RAB - D	1,230.79		
VEN000159	Cardno Inc	APP073230	7/17/2020	264013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - Mi	2,431.00		
VEN007886	White Construction LLC	APP073276	7/27/2020	264013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - C	35,466.93		
VEN005929	WSP USA Inc	APP073361	7/30/2020	264013349	ROAD IMPACT-SERVICES	Supplemental No. 3 for Additi	6,934.81		
VEN002067	VS Engineering	APP073365	7/30/2020	264013349	ROAD IMPACT-SERVICES	On-Call Contract Extension	15,319.98		
VEN000839	Hamilton County Clerk	APP073492	8/3/2020	264013474	ROAD IMPACT-CONSTRUCT	Ferraro 161st and Springmill i	38,100.00		
VEN002849	Jeffrey S Juday	APP073493	8/3/2020	264013349	ROAD IMPACT-SERVICES	Appraisal Farraro	2,000.00		
VEN007494	Jason Spartz	APP073494	8/3/2020	264013349	ROAD IMPACT-SERVICES	Appraisal Farraro	2,000.00		
VEN008212	Neal Sanders	APP073495	8/3/2020	264013349	ROAD IMPACT-SERVICES	Appraisal Farraro	2,000.00		
Subtotal for Public Works							105,483.51		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							105,483.51		

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Fund No. Fund Name									
269	Training Facility Center								
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		1,337.83	500000582	7/16/2020
Subtotal for Clerk Treasurer							1,337.83		
Public Safety (Police and Fire)									
VEN002191	City of Noblesville Utilities	APP072929	7/8/2020	269014342	TRAINING FAC-WATER/SE	June Sewer	18.89	68997	7/9/2020
VEN000434	Comcast Cable	APP073014	7/14/2020	269014350	TRAINING FAC-SUBSCRIPTI		294.64	69096	7/14/2020
VEN002048	Vectren	APP073017	7/14/2020	269014328	TRAINING FAC-HEAT/GAS	Training Facility	17.00	69098	7/14/2020
VEN000905	Hoosier Portable Restroom	APP073055	7/15/2020	269014349	TRAINING FAC-SERVICES	Unit Serviced	88.00		
VEN006043	ReadyRefresh by Nestle	APP073060	7/15/2020	269014349	TRAINING FAC-SERVICES	Water	78.26		
VEN000589	Duke Energy	APP073111	7/17/2020	269014341	TRAINING FAC-ELECTRIC	Electric	405.62	69105	7/17/2020
VEN000405	Citizens Energy Group	APP073223	7/23/2020	269014342	TRAINING FAC-WATER/SE	Training Facility	31.93	69108	7/23/2020
VEN006043	ReadyRefresh by Nestle	APP073454	8/3/2020	269014349	TRAINING FAC-SERVICES	water delivery	48.01		
Subtotal for Public Safety (Police and Fire)							982.35		
Subtotal for Fund 269 Training Facility Center							2,320.18		
Fund No. Fund Name									
305	Grand Junction TIF								
RDC									
VEN001469	O W Krohn and Associates	APP073541	8/4/2020	305018349	GRAND JUNCTION TIF-SER	June Services	5,377.50		
Subtotal for RDC							5,377.50		
Subtotal for Fund 305 Grand Junction TIF							5,377.50		
Fund No. Fund Name									
309	Eagletown TIF								
RDC									
VEN000920	Huntington National Bank	APP073368	7/30/2020	309018380	EAGLETOWN TIF BOND PRI	Bond Series 2016	85,000.00		
VEN000920	Huntington National Bank	APP073368	7/30/2020	309018381	EAGLETOWN TIF BOND IN	Bond Series 2016	92,717.50		
Subtotal for RDC							177,717.50		
Subtotal for Fund 309 Eagletown TIF							177,717.50		
Fund No. Fund Name									
345	Go Bond6 2017 Db Serv								
Police									
VEN006813	Key Government Finance Inc	APP073326	7/29/2020	345002380	GO BOND 2017 PD DEBT PR	Bond Series 2017	68,210.00		

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Fund No. Fund Name									
345	Go Bond6 2017 Db Serv								
	Police								
VEN006813	Key Government Finance Inc	APP073326	7/29/2020	345002381	GO BOND 2017 PD DEBT IN	Bond Series 2017	4,885.00		
	Subtotal for Police						73,095.00		
	Fire								
VEN006813	Key Government Finance Inc	APP073326	7/29/2020	345012380	GO BOND 2017 FD DEBT PR	Bond Series 2017	65,105.00		
VEN006813	Key Government Finance Inc	APP073326	7/29/2020	345012381	GO BOND 2017 FD DEBT IN	Bond Series 2017	4,665.00		
	Subtotal for Fire						69,770.00		
	Public Works								
VEN006813	Key Government Finance Inc	APP073326	7/29/2020	345013380	GO BOND 2017 PW DEBT P	Bond Series 2017	66,685.00		
VEN006813	Key Government Finance Inc	APP073326	7/29/2020	345013381	GO BOND 2017 PW DEBT IN	Bond Series 2017	4,779.50		
	Subtotal for Public Works						71,464.50		
Subtotal for Fund 345 Go Bond6 2017 Db Serv							214,329.50		
Fund No. Fund Name									
346	Go Bond 2018								
	Public Works								
VEN007886	White Construction LLC	APP072984	7/13/2020	346013474	GO BOND 2018 PW CONST	North Street Reconstruction P	1,930.50	69090	7/13/2020
VEN008515	DronEye Imaging LLC	APP073118	7/20/2020	346013474	GO BOND 2018 PW CONST	Parcel 3 East St N Extension	450.00		
	Subtotal for Public Works						2,380.50		
Subtotal for Fund 346 Go Bond 2018							2,380.50		
Fund No. Fund Name									
348	GO Bond 2019								
VEN000569	Don Hinds Ford Inc	APP073068	7/15/2020	348012473	GO BOND 2019 FD VEHICLE	Ford F150	27,032.25		
VEN000569	Don Hinds Ford Inc	APP073209	7/23/2020	348012473	GO BOND 2019 FD VEHICLE	2020 Ford Explorer	35,891.25		
	Subtotal for Police						62,923.50		
VEN003733	StopTech	APP073328	7/29/2020	348002472	GO BOND 2019 PD EQUIP	Stop Stick Rack Kits, STOP S	1,805.00		
VEN000094	American Eagle Equipment	APP073441	8/3/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Build Labor	1,500.00		
VEN000094	American Eagle Equipment	APP073441	8/3/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Build Labor	1,500.00		
VEN000094	American Eagle Equipment	APP073441	8/3/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Build Labor	1,500.00		

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Fund No. Fund Name									
348 GO Bond 2019									
Police									
VEN008147	Move Over Outfitters Inc	APP073442	8/3/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Equipment	1,942.00		
VEN008147	Move Over Outfitters Inc	APP073442	8/3/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Equipment	1,942.00		
Subtotal for Police							10,189.00		
Fire									
VEN000903	Hoosier Fire Equipment	APP073473	8/3/2020	348012472	GO BOND 2019 FD EQUIP	Globe Gear	8,093.60		
Subtotal for Fire							8,093.60		
Public Works									
VEN000961	Indiana Dept Of Transportation	APP073211	7/23/2020	348013474	GO BOND 2019 PW CONST	New Rd Construction East St	1,439,800.00	69110	7/23/2020
VEN006502	Trans Chicago Truck Group	APP073235	7/24/2020	348013472	GO BOND 2019 PW EQUIP	2020 Western Star	215,204.00		
Subtotal for Public Works							1,655,004.00		
Subtotal for Fund 348 GO Bond 2019							1,736,210.10		
Fund No. Fund Name									
361 Grand Junction Ban Construction									
Public Works									
VEN008079	F A Wilhelm Construction Co	APP073362	7/30/2020	361013474	GRAND JUNC BAN CONST-	GMP #1 as approved by RDC	493,849.62		
VEN002234	Land Collective LLC	APP073379	7/31/2020	361013349	GRAND JUN BAN CONST-C	GJP CA Bidding	3,975.00		
Subtotal for Public Works							497,824.62		
Subtotal for Fund 361 Grand Junction Ban Construction							497,824.62		
Fund No. Fund Name									
401 Cum. Capital Improvement									
Fire									
VEN000644	Enviro-max Inc	APP073053	7/15/2020	401012349	CUM CAP IMPRO-FD SER	Compressor replacement for	14,150.73		
VEN002613	Ernco Inc	APP073305	7/28/2020	401012349	CUM CAP IMPRO-FD SER	Sta 83	2,185.00		
Subtotal for Fire							16,335.73		
Subtotal for Fund 401 Cum. Capital Improvement							16,335.73		
Fund No. Fund Name									
443 Cash W/Fiscal Agent-Metro									
RDC									
VEN000920	Huntington National Bank	APP073079	7/15/2020	443018380	CWFA-METRO 15BD PRIN	2015 Bond Series	35,000.00	400000101	7/15/2020

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Fund No. Fund Name									
443	Cash W/Fiscal Agent-Metro								
	RDC								
VEN000920	Huntington National Bank	APP073079	7/15/2020	443018381	CWFA-METRO 15BD INT	2015 Bond Series	58,221.52	400000101	7/15/2020
	Subtotal for RDC						93,221.52		
	Subtotal for Fund 443 Cash W/Fiscal Agent-Metro						93,221.52		
Fund No. Fund Name									
556	Community Crossing Grant								
	Public Works								
VEN000961	Indiana Dept Of Transportation	APP073371	7/31/2020	556013349	COMMUNITY CROSSING GR	CCMG	33,445.35		
VEN000961	Indiana Dept Of Transportation	APP073488	8/3/2020	556013349	COMMUNITY CROSSING GR	CCMG return of overpayment	9,349.76		
	Subtotal for Public Works						42,795.11		
	Subtotal for Fund 556 Community Crossing Grant						42,795.11		
Fund No. Fund Name									
565	151st and Towne Rd Grant								
	Public Works								
VEN001710	RQAW Corp	APP073052	7/13/2020	565013349	151ST AND TOWNE RD GR	151st & Towne Road RAB - D	4,923.18		
	Subtotal for Public Works						4,923.18		
	Subtotal for Fund 565 151st and Towne Rd Grant						4,923.18		
Fund No. Fund Name									
568	Westfield Blvd Connector								
	Public Works								
VEN007886	White Construction LLC	APP073276	7/27/2020	568013349	WESTFLD BLVD CONN GRA	Westfield Blvd Connector - C	319,202.34		
	Subtotal for Public Works						319,202.34		
	Subtotal for Fund 568 Westfield Blvd Connector						319,202.34		
Fund No. Fund Name									
640	Sports Campus Operating								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP073098	7/16/2020	101965	PCARD PAYABLE		14,925.50	500000582	7/16/2020
	Subtotal for Clerk Treasurer						14,925.50		

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Fund No.	Fund Name								
640	Sports Campus Operating								
	Grand Park								
VEN002336	Citizens Westfield	APP072934	7/8/2020	640015342	SPORTS CAMPUS-WAT SE	Water Field	401.40	3026	7/9/2020
VEN002336	Citizens Westfield	APP072934	7/8/2020	640015342	SPORTS CAMPUS-WAT SE	Sewer Field	406.98	3026	7/9/2020
VEN002336	Citizens Westfield	APP072934	7/8/2020	640015342	SPORTS CAMPUS-WAT SE	Water Diam	642.56	3026	7/9/2020
VEN002336	Citizens Westfield	APP072934	7/8/2020	640015342	SPORTS CAMPUS-WAT SE	Sewer Diam	596.15	3026	7/9/2020
VEN002336	Citizens Westfield	APP072934	7/8/2020	640015342	SPORTS CAMPUS-WAT SE	Water Gen	131.48	3026	7/9/2020
VEN002336	Citizens Westfield	APP072934	7/8/2020	640015342	SPORTS CAMPUS-WAT SE	Sewer Gen	222.04	3026	7/9/2020
VEN003729	Metronet	APP072935	7/8/2020	640015224	SPORTS CAMPUS-OPERATI	Field	59.31	3028	7/9/2020
VEN003729	Metronet	APP072935	7/8/2020	640015224	SPORTS CAMPUS-OPERATI	Diam	59.31	3028	7/9/2020
VEN003729	Metronet	APP072947	7/9/2020	640015224	SPORTS CAMPUS-OPERATI	Field	59.31	3029	7/9/2020
VEN003729	Metronet	APP072947	7/9/2020	640015224	SPORTS CAMPUS-OPERATI	Diam	59.31	3029	7/9/2020
VEN000589	Duke Energy	APP073110	7/17/2020	640015341	SPORTS CAMPUS-ELECTRI	Electric	5,571.49	3045	7/17/2020
VEN000589	Duke Energy	APP073110	7/17/2020	640015341	SPORTS CAMPUS-ELECTRI	Electric	1,372.85	3045	7/17/2020
VEN000589	Duke Energy	APP073110	7/17/2020	640015341	SPORTS CAMPUS-ELECTRI	Electric	4,041.70	3045	7/17/2020
VEN001537	Payroll	APP073199	7/22/2020	640015111	SPORTS CAMPUS-SALARY	sal	15,708.81	100000129	7/24/2020
VEN001537	Payroll	APP073199	7/22/2020	640015120	SPORTS CAMPUS-FICA/ME	fica	949.52	100000129	7/24/2020
VEN001537	Payroll	APP073199	7/22/2020	640015120	SPORTS CAMPUS-FICA/ME	med	222.05	100000129	7/24/2020
VEN001537	Payroll	APP073199	7/22/2020	640015121	SPORTS CAMPUS-PERF	perf	1,719.44	100000129	7/24/2020
VEN008029	Liberty Mutual Insurance	APP073221	7/23/2020	640015339	SPORTS CAMPUS-INSURAN	installment 8	663.79	3046	7/23/2020
VEN008029	Liberty Mutual Insurance	APP073221	7/23/2020	640015339	SPORTS CAMPUS-INSURAN	installment 8	811.28	3046	7/23/2020
VEN000962	Indiana Dept Of Workforce	APP073238	7/24/2020	640015349	SPORTS CAMPUS-SERVICE	unemployment	540.55	3048	7/24/2020
VEN000962	Indiana Dept Of Workforce	APP073238	7/24/2020	640015349	SPORTS CAMPUS-SERVICE	unemployment	2,012.00	3048	7/24/2020
VEN000513	DavisVision	APP073357	7/30/2020	640015119	SPORTS CAMPUS-HEALTH/	Aug Vision Ins	48.14	3050	7/30/2020
VEN001708	RPM Machinery	APP073412	8/3/2020	640015345	SPORTS CAMPUS-EQUIP R	Throttle Control and Inser Sle	228.54		
VEN002228	Indiana Sports Properties	APP073413	8/3/2020	640015349	SPORTS CAMPUS-SERVICE	July	2,625.00		
VEN002228	Indiana Sports Properties	APP073413	8/3/2020	640015349	SPORTS CAMPUS-SERVICE	June	4,593.53		
VEN006285	Ceres Solutions Cooperative	APP073416	8/3/2020	640015226	SPORTS CAMPUS-GAS	Unleaded	1,470.28		
VEN001637	Ray's Trash Service	APP073417	8/3/2020	640015349	SPORTS CAMPUS-SERVICE	Trash	1,254.20		
VEN005403	BrightView Landscapes LLC	APP073418	8/3/2020	640015349	SPORTS CAMPUS-SERVICE	Irrigation	165.00		
VEN000051	Advanced Turf Solutions	APP073419	8/3/2020	640015224	SPORTS CAMPUS-OPERATI	Fertilizers	5,288.58		
VEN008514	Juncos Entertainment LLC	APP073420	8/3/2020	640015349	SPORTS CAMPUS-SERVICE	River Plate Training refund	1,500.00		
VEN008304	Greenville Turf and Tractor	APP073421	8/3/2020	640015345	SPORTS CAMPUS-EQUIP R	Vane Spinners	128.58		
VEN004873	Siteone Landscape Supply	APP073422	8/3/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation Supplies	1,218.85		

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Vendor No.										
Fund No.	Fund Name									
640	Sports Campus Operating									
	Grand Park									
	VEN004873	Siteone Landscape Supply	APP073423	8/3/2020	640015224	SPORTS CAMPUS-OPERATI	Roundup	195.51		
	VEN000480	CSI Signs	APP073425	8/3/2020	640015337	SPORTS CAMPUS-PRINTIN	Coro Goals	69.20		
	VEN000345	Cave and Company Printing	APP073426	8/3/2020	640015337	SPORTS CAMPUS-PRINTIN	Football report rack cards	21.76		
	VEN008257	Ferguson Facilities Supply	APP073428	8/3/2020	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	1,376.40		
	VEN004873	Siteone Landscape Supply	APP073430	8/3/2020	640015224	SPORTS CAMPUS-OPERATI	Insecticide	628.61		
	VEN004873	Siteone Landscape Supply	APP073431	8/3/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation computer replaceme	2,288.00		
	VEN008304	Greenville Turf and Tractor	APP073433	8/3/2020	640015345	SPORTS CAMPUS-EQUIP R	Mower repair	210.00		
	VEN007499	Thor Guard	APP073434	8/3/2020	640015389	SPORTS CAMPUS-APP/LICE	Annual renewal	1,000.00		
	VEN008449	The Jackson Group	APP073435	8/3/2020	640015349	SPORTS CAMPUS-SERVICE	Sidewalk Decals	1,000.83		
	VEN000905	Hoosier Portable Restroom	APP073437	8/3/2020	640015349	SPORTS CAMPUS-SERVICE	Portable restrooms	270.00		
	VEN001708	RPM Machinery	APP073438	8/3/2020	640015345	SPORTS CAMPUS-EQUIP R	Tine Fairway	818.68		
	VEN004479	Symetra Life Insurance	APP073457	8/3/2020	640015119	SPORTS CAMPUS-HEALTH/	Aug Life Ins	19.50	3053	8/3/2020
	VEN000534	Delta Dental	APP073461	8/3/2020	640015119	SPORTS CAMPUS-HEALTH/	Aug Dental Ins	254.36	3051	8/3/2020
	VEN001676	Riverview Hospital	APP073466	8/3/2020	640015119	SPORTS CAMPUS-HEALTH/	June clinic hrs	404.73	3052	8/3/2020
	VEN008075	Anthem Bank	APP073469	8/3/2020	640015119	SPORTS CAMPUS-HEALTH/	5 mos 2020 medical ins	25,216.39		
	VEN000905	Hoosier Portable Restroom	APP073525	8/4/2020	640015349	SPORTS CAMPUS-SERVICE	Portables	270.00		
	VEN000051	Advanced Turf Solutions	APP073526	8/4/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation	346.50		
	VEN000051	Advanced Turf Solutions	APP073526	8/4/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation	2,548.80		
	VEN008304	Greenville Turf and Tractor	APP073527	8/4/2020	640015345	SPORTS CAMPUS-EQUIP R	Wing Ext	43.79		
	VEN008525	Rickie Taylor	APP073528	8/4/2020	640015349	SPORTS CAMPUS-SERVICE	Changed hardware on frontrol	350.00		
	VEN008257	Ferguson Facilities Supply	APP073529	8/4/2020	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	562.36		
	VEN008277	C2 Media	APP073530	8/4/2020	640015224	SPORTS CAMPUS-OPERATI	Pole Banner	114.00		
	VEN006285	Ceres Solutions Cooperative	APP073531	8/4/2020	640015226	SPORTS CAMPUS-GAS	Fuel	468.66		
	VEN001537	Payroll	APP073548	8/4/2020	640015111	SPORTS CAMPUS-SALARY	sal	14,268.81		
	VEN001537	Payroll	APP073548	8/4/2020	640015120	SPORTS CAMPUS-FICA/ME	fica	860.24		
	VEN001537	Payroll	APP073548	8/4/2020	640015120	SPORTS CAMPUS-FICA/ME	med	201.20		
	VEN001537	Payroll	APP073548	8/4/2020	640015121	SPORTS CAMPUS-PERF	perf	1,719.44		
	Subtotal for Grand Park							110,299.80		
	Sport Campus Indoor Event Ctr									
	VEN002336	Citizens Westfield	APP072932	7/8/2020	640023328	GP INDOOR-NATURAL GAS	GPEC	55.64	3024	7/9/2020
	VEN002336	Citizens Westfield	APP072933	7/8/2020	640023342	GP INDOOR-WAT AND SEW	GPEC	568.67	3025	7/9/2020
	VEN002336	Citizens Westfield	APP072933	7/8/2020	640023342	GP INDOOR-WAT AND SEW	GPEC	135.66	3025	7/9/2020

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Fund No. Fund Name									
640	Sports Campus Operating								
	Sport Campus Indoor Event Ctr								
VEN000589	Duke Energy	APP073110	7/17/2020	640023341	GP INDOOR-ELECTRIC	Electric	7,762.21	3045	7/17/2020
VEN001537	Payroll	APP073199	7/22/2020	640023111	GP INDOOR-SALARY	sal	8,418.34	100000129	7/24/2020
VEN001537	Payroll	APP073199	7/22/2020	640023120	GP INDOOR-FICA/MEDICAR	fica	512.10	100000129	7/24/2020
VEN001537	Payroll	APP073199	7/22/2020	640023120	GP INDOOR-FICA/MEDICAR	med	119.76	100000129	7/24/2020
VEN001537	Payroll	APP073199	7/22/2020	640023121	GP INDOOR-PERF	perf	1,108.07	100000129	7/24/2020
VEN008029	Liberty Mutual Insurance	APP073221	7/23/2020	640023339	GP INDOOR-INSURANCE	installment 8	1,475.08	3046	7/23/2020
VEN003729	Metronet	APP073226	7/23/2020	640023224	GP INDOOR-OPERATING SU	GPEC	160.57	3047	7/23/2020
VEN000513	DavisVision	APP073357	7/30/2020	640023119	GP INDOOR-HEALTH/DENT	Aug Vision Ins	24.07	3050	7/30/2020
VEN005845	Kinetrex Energy	APP073373	7/31/2020	640023328	GP INDOOR-NATURAL GAS	Gas	18.20		
VEN007684	Perfection Group Inc	APP073414	8/3/2020	640023343	GP INDOOR-BLDG MAINT	Service call GPEC	360.00		
VEN007684	Perfection Group Inc	APP073414	8/3/2020	640023343	GP INDOOR-BLDG MAINT	Service call GPEC	623.25		
VEN001637	Ray's Trash Service	APP073417	8/3/2020	640023349	GP INDOOR-SERVICES	Trash	1,235.65		
VEN000480	CSI Signs	APP073424	8/3/2020	640023347	GP INDOOR-PROMOTION	Suburban Indy Shows	49.44		
VEN000480	CSI Signs	APP073425	8/3/2020	640023228	GP INDOOR-SIGNS AND PO	RTA	506.47		
VEN006390	Ecolab Pest	APP073427	8/3/2020	640023349	GP INDOOR-SERVICES	Pest control GPEC	223.14		
VEN001035	Interstate Battery	APP073432	8/3/2020	640023343	GP INDOOR-BLDG MAINT	Main door parking lot C	51.00		
VEN004479	Symetra Life Insurance	APP073457	8/3/2020	640023119	GP INDOOR-HEALTH/DENT	Aug Life Ins	9.75	3053	8/3/2020
VEN000534	Delta Dental	APP073461	8/3/2020	640023119	GP INDOOR-HEALTH/DENT	Aug Dental Ins	62.58	3051	8/3/2020
VEN001676	Riverview Hospital	APP073466	8/3/2020	640023119	GP INDOOR-HEALTH/DENT	June clinic hrs	219.66	3052	8/3/2020
VEN008075	Anthem Bank	APP073469	8/3/2020	640023119	GP INDOOR-HEALTH/DENT	5 mos 2020 medical ins	13,627.86		
VEN008257	Ferguson Facilities Supply	APP073529	8/4/2020	640023224	GP INDOOR-OPERATING SU	Restroom supplies	103.17		
VEN001537	Payroll	APP073548	8/4/2020	640023111	GP INDOOR-SALARY	sal	8,373.34		
VEN001537	Payroll	APP073548	8/4/2020	640023111	GP INDOOR-SALARY	perf	1,108.07		
VEN001537	Payroll	APP073548	8/4/2020	640023120	GP INDOOR-FICA/MEDICAR	fica	509.31		
VEN001537	Payroll	APP073548	8/4/2020	640023120	GP INDOOR-FICA/MEDICAR	med	119.12		
Subtotal for Sport Campus Indoor Event Ctr							47,540.18		
Subtotal for Fund 640 Sports Campus Operating							172,765.48		

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Fund No. Fund Name									
641 Supplemental Reserv									
Administration									
VEN000644	Enviro-max Inc	APP073053	7/15/2020	641001349	SUPPLE RESERV ADM-CON	Compressor replacement for	10,836.27		
Subtotal for Administration							10,836.27		
Subtotal for Fund 641 Supplemental Reserv							10,836.27		
Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN001864	Supporting Heroes	APP072937	7/9/2020	701008991	PAYROLL-MISC	Supporting Heroes	97.78	17442	7/9/2020
VEN001390	MISDU	APP072938	7/9/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17439	7/9/2020
VEN004836	Nationwide Retirement Solutions	APP072939	7/9/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	3,280.13	17440	7/9/2020
VEN000948	IN Family and Social Services	APP072940	7/9/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,450.24	700000867	7/9/2020
VEN000703	Fire Fighters Credit Union	APP072941	7/9/2020	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,552.27	17437	7/9/2020
VEN000703	Fire Fighters Credit Union	APP072942	7/9/2020	701008141	PAYROLL-UNION DUES	Union Dues WFD	74.00	17438	7/9/2020
VEN001550	PERF	APP072943	7/9/2020	701008133	PAYROLL-PERF	Civilian PERF	43,197.16	700000868	7/9/2020
VEN000008	77 Police and Fire Fund	APP072944	7/9/2020	701008133	PAYROLL-PERF	Non Civilian PERF	66,839.77	700000866	7/9/2020
VEN000163	Aul Retirement	APP072945	7/9/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	26,105.23	700000869	7/9/2020
VEN001537	Payroll	APP073008	7/13/2020	701008110	PAYROLL-NET SALARIES	net sal	426,928.32	700000873	7/20/2020
VEN000058	AFLAC	APP073144	7/20/2020	701008930	PAYROLL-INS. DED	Aflac Ins Prem	6,128.40	17443	7/20/2020
VEN000959	Indiana Dept Of Revenue	APP073145	7/20/2020	701008923	PAYROLL-STATE WITHHOL	State	17,738.58	700000872	7/20/2020
VEN000959	Indiana Dept Of Revenue	APP073145	7/20/2020	701008923	PAYROLL-STATE WITHHOL	COIT	7,215.90	700000872	7/20/2020
VEN003131	Huntington Bank	APP073146	7/20/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	36,580.22	700000874	7/20/2020
VEN003131	Huntington Bank	APP073146	7/20/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	8,555.05	700000874	7/20/2020
VEN003131	Huntington Bank	APP073146	7/20/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	59,674.76	700000874	7/20/2020
VEN003131	Huntington Bank	APP073146	7/20/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	36,580.18	700000874	7/20/2020
VEN003131	Huntington Bank	APP073146	7/20/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,555.08	700000874	7/20/2020
VEN000703	Fire Fighters Credit Union	APP073165	7/21/2020	701008141	PAYROLL-UNION DUES	Union Dues WFD	71.00	17444	7/22/2020
VEN000703	Fire Fighters Credit Union	APP073166	7/21/2020	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,522.45	17445	7/22/2020
VEN001390	MISDU	APP073167	7/21/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17446	7/22/2020
VEN000948	IN Family and Social Services	APP073168	7/21/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,450.24	700000876	7/24/2020
VEN001864	Supporting Heroes	APP073169	7/21/2020	701008991	PAYROLL-MISC	Supporting Heroes	97.78	17447	7/22/2020
VEN000163	Aul Retirement	APP073177	7/21/2020	701008931	PAYROLL-401A MATCHING-	retirement	25,860.23	700000875	7/24/2020
VEN001537	Payroll	APP073202	7/22/2020	701008110	PAYROLL-NET SALARIES	net	425,375.22	700000878	7/24/2020

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Fund No. Fund Name									
701	Payroll								
Clerk Treasurer									
VEN000008	77 Police and Fire Fund	APP073295	7/28/2020	701008133	PAYROLL-PERF	Non Civilian PERF	66,193.52	700000877	7/29/2020
VEN001550	PERF	APP073296	7/28/2020	701008133	PAYROLL-PERF	Civilian PERF	43,516.35	700000879	7/29/2020
VEN004836	Nationwide Retirement Solutions	APP073298	7/28/2020	701008930	PAYROLL-INS. DED	Fire PEHP	52,910.00	17448	7/28/2020
VEN004836	Nationwide Retirement Solutions	APP073299	7/28/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan payme	3,280.13	17449	7/28/2020
VEN000513	DavisVision	APP073359	7/30/2020	701008930	PAYROLL-INS. DED	Aug Vision Ins	68.28	17450	7/30/2020
VEN004479	Symetra Life Insurance	APP073458	8/3/2020	701008930	PAYROLL-INS. DED	Aug Life Ins	1,126.91	17452	8/3/2020
VEN000534	Delta Dental	APP073462	8/3/2020	701008930	PAYROLL-INS. DED	Aug Dental Ins	4,499.06	17451	8/3/2020
VEN001537	Payroll	APP073546	8/4/2020	701008110	PAYROLL-NET SALARIES	net sal	425,671.17		
Subtotal for Clerk Treasurer							1,805,082.31		
Subtotal for Fund 701 Payroll							1,805,082.31		
Fund No. Fund Name									
805	Anthem Bank								
Clerk Treasurer									
VEN008076	Anthem Group Health Plan	APP073143	7/20/2020	805008119	ANTHEM BANK GROUP HEA	Coverage Period July 2 thru J	35,887.26	800000131	7/20/2020
VEN008076	Anthem Group Health Plan	APP073170	7/21/2020	805008119	ANTHEM BANK GROUP HEA	Coverage period for July 9 thr	81,295.03	800000133	7/21/2020
VEN008076	Anthem Group Health Plan	APP073297	7/28/2020	805008119	ANTHEM BANK GROUP HEA	Coverage period July 16 thru	22,685.38	800000134	7/28/2020
VEN008076	Anthem Group Health Plan	APP073464	8/3/2020	805008119	ANTHEM BANK GROUP HEA	Coverage Period July 23 thru	24,173.50		
Subtotal for Clerk Treasurer							164,041.17		
Subtotal for Fund 805 Anthem Bank							164,041.17		
Fund No. Fund Name									
900	Stormwater								
Stormwater									
VEN001537	Payroll	APP073201	7/22/2020	900016111	STORM-SALARY	sal	21,950.30	900000212	7/24/2020
VEN001537	Payroll	APP073201	7/22/2020	900016120	STORM-FICA/MEDICARE	fica	1,303.88	900000212	7/24/2020
VEN001537	Payroll	APP073201	7/22/2020	900016120	STORM-FICA/MEDICARE	med	304.95	900000212	7/24/2020
VEN001537	Payroll	APP073201	7/22/2020	900016121	STORM-PERF	perf	2,687.83	900000212	7/24/2020
VEN002424	IUPPS	APP073239	7/24/2020	900016309	STORM-CONSULTING FEES	June tickets	1,777.45		
VEN000513	DavisVision	APP073358	7/30/2020	900016119	STORM-HEALTH/DENTAL	Aug Vision Ins	108.56	39955	7/30/2020
VEN003987	Indiana Reclamation and Excavating	APP073374	7/31/2020	900016433	STORM-INFRASTRUCTURE	Lakeville Crossing	1,071.00		
VEN003987	Indiana Reclamation and Excavating	APP073374	7/31/2020	900016433	STORM-INFRASTRUCTURE	Zenith	489.00		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN003987	Indiana Reclamation and Excavating	APP073374	7/31/2020	900016433	STORM-INFRASTRUCTURE	Maidstone Ave	1,881.30		
VEN003987	Indiana Reclamation and Excavating	APP073374	7/31/2020	900016433	STORM-INFRASTRUCTURE	Meadow Creek Dr	1,037.20		
VEN005581	Newton Oil Company	APP073380	7/31/2020	900016226	STORM-VEHICLE GAS	Unleaded fuel	500.00		
VEN002139	Williams Creek Management	APP073404	8/3/2020	900016474	STORM-CONSTRUCTION C	Liberty Park Wetland Maint C	1,290.00		
VEN004479	Symetra Life Insurance	APP073456	8/3/2020	900016119	STORM-HEALTH/DENTAL	Aug Life Ins	29.25	39958	8/3/2020
VEN000534	Delta Dental	APP073460	8/3/2020	900016119	STORM-HEALTH/DENTAL	Aug Dental Ins	565.70	39956	8/3/2020
VEN001676	Riverview Hospital	APP073467	8/3/2020	900016119	STORM-HEALTH/DENTAL	June clinic hrs	664.17	39957	8/3/2020
VEN008075	Anthem Bank	APP073470	8/3/2020	900016119	STORM-HEALTH/DENTAL	5 mos 2020 medical ins	41,856.75		
VEN006810	Puddle Jumpers Aquatics	APP073491	8/3/2020	900016349	STORM-SERVICE	BMP maintenance for all publi	17,387.50		
VEN001537	Payroll	APP073547	8/4/2020	900016111	STORM-SALARY	sal	22,865.33		
VEN001537	Payroll	APP073547	8/4/2020	900016120	STORM-FICA/MEDICARE	fica	1,360.61		
VEN001537	Payroll	APP073547	8/4/2020	900016120	STORM-FICA/MEDICARE	med	318.21		
VEN001537	Payroll	APP073547	8/4/2020	900016121	STORM-PERF	perf	2,817.77		
	Subtotal for Stormwater						122,266.76		
	Subtotal for Fund 900 Stormwater						122,266.76		

Fund No. Fund Name									
950	Trash								
	Trash								
VEN008448	Springbrook Holding LLC	APP073429	8/3/2020	950017371	TRASH-CREDIT CARD PRO	CivicPay Fees	2,127.00		
VEN001637	Ray's Trash Service	APP073523	8/4/2020	950017851	TRASH-RES QRTLY FEE CO	July trash collection	125,277.34		
	Subtotal for Trash						127,404.34		
	Subtotal for Fund 950 Trash						127,404.34		
	Posted Invoices Total						8,874,127.53		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
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Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
239	Law Enforcement						
	Police						
	VEN001225 Law Enforcement Training Board	ACP001971	7/9/2020	239002334	Law Enforce-Travel/Train	Law Enforce-Travel/Traini	545.00
	Subtotal for						545.00
	Subtotal by Fund 239 Law Enforcement						545.00
Fund No.	Fund Name						
640	Sports Campus Operating						
	Grand Park						
	VEN003729 Metronet	ACP001966	7/9/2020	640015224	Sports Campus-Operating	Sports Campus-Operating	59.31
	VEN003729 Metronet	ACP001966	7/9/2020	640015224	Sports Campus-Operating	Sports Campus-Operating	59.31
	Subtotal for						118.62
	Subtotal by Fund 640 Sports Campus Operating						118.62
	Credit Memo Total						663.62

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Fund No. Fund Name									
101 General									
Administration									
351759190	FLAG AND BANNER CO INC	GJPCARD0071994	7/16/2020	101001343	Adm-Building	SPLIT - CITY HALL (49.4)	83.00		
452342647	SOUTHERN ROCK RESTAURANT	GJPCARD0072034	7/16/2020	101001347	Adm-Promotions	BUDGET PLANNING MEE	157.70		
371954208	JMD ENTERPRISES LLC	GJPCARD0072054	7/16/2020	101001347	Adm-Promotions	BUDGET PLANNING MEE	119.98		
VEN007922	Kroger Limited Partnership	GJPCARD0072064	7/16/2020	101001224	Adm-Operating Supplies	FUEL FOR BURTRON'S V	44.94		
Subtotal for Administration							405.62		
Police									
020809769	HULU, LLC	GJPCARD0071991	7/16/2020	101002349	Police-Services	HULU TV	70.98		
VEN000946	IN BMV VEHICLE SER	GJPCARD0071997	7/16/2020	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	65.99		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072009	7/16/2020	101002343	Police-Building Maintenance	SPLIT - POLICE (28.13)	550.00		
522261790	THOMSON REUTERS U.S. LLC	GJPCARD0072027	7/16/2020	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	590.92		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0072045	7/16/2020	101002333	Police-Postage	CERTIFIED MAIL TO BMV	22.20		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0072046	7/16/2020	101002360	Police-Vehicle Repair	MOTOR OIL	16.95		
202936165	AMAZON.COM, INC.	GJPCARD0072048	7/16/2020	101002345	Police-Equip Repair	FIREARMS REPAIR PART	98.59		
263902689	PAYDICI INC	GJPCARD0072057	7/16/2020	101002349	Police-Services	STATEMENT	185.90		
820544687	AMAZON.COM, INC.	GJPCARD0072058	7/16/2020	101002224	Police-Operating Supplies	COMPUTER MONITORS	359.97		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072060	7/16/2020	101002343	Police-Building Maintenance	SPLIT - POLICE (26.95)	500.00		
VEN001471	OBABY ENTERPRISES INC	GJPCARD0072080	7/16/2020	101002343	Police-Building Maintenance	POLICE - CABINET KEYS	5.02		
VEN000946	IN BMV VEHICLE SER	GJPCARD0072083	7/16/2020	101002350	Police-Subscriptions/Dues	VEHICLE TITLES REGIS	105.00		
261186682	SIRCHIE ACQUISITION COMPA	GJPCARD0072104	7/16/2020	101002224	Police-Operating Supplies	PHOTO BOOKLET, FORE	161.12		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072108	7/16/2020	101002343	Police-Building Maintenance	SPLIT - POLICE (28.13)	550.00		
611443499	5.11 INC	GJPCARD0072112	7/16/2020	101002229	Police-Uniforms	CSI UNIFORM CLOTHING	269.95		
VEN001983	Tractor Supply Company	GJPCARD0072116	7/16/2020	101002224	Police-Operating Supplies	FAN FOR GARAGE BAYS	179.99		
VEN001815	Speedway Superamerica	GJPCARD0072123	7/16/2020	101002224	Police-Operating Supplies	WATER FOR PROTEST	15.96		
202936165	AMAZON.COM, INC.	GJPCARD0072124	7/16/2020	101002224	Police-Operating Supplies	BATTERIES - FOR KANG	169.90		
260082911	PAPER ROLL PRODUCTS	GJPCARD0072137	7/16/2020	101002337	Police-Printing	E-CITATION PRINTER PA	385.00		
340526850	SHERWIN WILLIAMS CO	GJPCARD0072140	7/16/2020	101002343	Police-Building Maintenance	PAINT - PD NEW OFFICE	2.47		
VEN000301	Buckeye Power Sales Co	GJPCARD0072142	7/16/2020	101002343	Police-Building Maintenance	SPLIT - POLICE-GENERA	3,121.84		
202936165	AMAZON.COM, INC.	GJPCARD0072144	7/16/2020	101002224	Police-Operating Supplies	BATTERIES - FOR KANG	65.22		
340526850	SHERWIN WILLIAMS CO	GJPCARD0072160	7/16/2020	101002343	Police-Building Maintenance	PD-NEW OFFICE -PAINT	106.08		
621482048	AUTOZONE	GJPCARD0072175	7/16/2020	101002360	Police-Vehicle Repair	BULBS	19.24		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0072181	7/16/2020	101002333	Police-Postage	CERTIFIED MAIL TO BMV	7.10		
VEN001983	Tractor Supply Company	GJPCARD0072188	7/16/2020	101002224	Police-Operating Supplies	HITCH PINS	16.28		

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Fund No. Fund Name									
101 General									
Police									
VEN001815	Speedway Superamerica	GJPCARD0072195	7/16/2020	101002224	Police-Operating Supplies	WATER FOR RALLY	15.96		
462967004	FINNER LLC	GJPCARD0072199	7/16/2020	101002347	Police-Promotions	RALLY PLANNING MEETI	30.69		
VEN001337	Menards	GJPCARD0072200	7/16/2020	101002343	Police-Building Maintenance	POLICE - NEW OFFICE	17.51		
202936165	AMAZON.COM, INC.	GJPCARD0072201	7/16/2020	101002224	Police-Operating Supplies	THERMOMETER - PARTI	92.00		
202936165	AMAZON.COM, INC.	GJPCARD0072208	7/16/2020	101002347	Police-Promotions	CEREMONY FLAG	115.98		
202936165	AMAZON.COM, INC.	GJPCARD0072210	7/16/2020	101002224	Police-Operating Supplies	INFRARED THERMOMET	65.92		
VEN001337	Menards	GJPCARD0072216	7/16/2020	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	66.34		
VEN001476	Office Depot	GJPCARD0072220	7/16/2020	101002337	Police-Printing	RETURNED INK CARTRI	-123.98		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0072221	7/16/2020	101002333	Police-Postage	CERTIFIED MAIL TO BMV	7.75		
Subtotal for Police							7,929.84		
Economic and Community Development									
953825261	BRIGHTVIEW COMPANIES LLC	GJPCARD0072023	7/16/2020	101003349	ECD-Services	MOWING-RECEIPT_EN-2	90.00		
953825261	BRIGHTVIEW COMPANIES LLC	GJPCARD0072024	7/16/2020	101003349	ECD-Services	MOWING-EN-20-05-22_15	112.50		
770510487	PAYPAL	GJPCARD0072094	7/16/2020	101003338	ECD-Legal	LEGAL PUBLIC NOTICE-	17.74		
VEN002029	URBAN LAND INSTITUTE	GJPCARD0072215	7/16/2020	101003350	ECD-Subscriptions/Dues	ULI MEMBERSHIP-#35682	1,080.00		
VEN000847	Hamilton County Recorder	GJPCARD0072227	7/16/2020	101003338	ECD-Legal	RECORDINGS	25.00		
VEN000847	Hamilton County Recorder	GJPCARD0072228	7/16/2020	101003338	ECD-Legal	RECORDINGS	3.50		
Subtotal for Economic and Community Development							1,328.74		
Parks									
250698270	GIANT EAGLE INC	GJPCARD0072025	7/16/2020	101005347	Parks-Promotion	GETGO - ICE FOR WATE	1.99		
710415188	WAL-MART STORES, INC.	GJPCARD0072026	7/16/2020	101005347	Parks-Promotion	WALMART - LYSOL, GAT	87.18		
331086990	WELCOMEMAT SERVICES INC	GJPCARD0072066	7/16/2020	101005347	Parks-Promotion	NEW RESIDENT WELCO	113.19		
460707085	BLOOMERANG LLC	GJPCARD0072106	7/16/2020	101005350	Parks-Subscption/Dues	BLOOMERANG - EXTRA	30.00		
810558775	RUN SIGN UP	GJPCARD0072151	7/16/2020	101005334	Parks-Travel/Training/Semina	RUNSIGNUP VIRTUAL C	32.50		
VEN000388	CHIPOTLE MEXICAN GRILL	GJPCARD0072178	7/16/2020	101005347	Parks-Promotion	CHIPOTLE - LUNCH FOR	15.81		
VEN008517	ASHLEY SAFE AND SECURITY	GJPCARD0072229	7/16/2020	101005349	Parks-Services	SAFE SECURITY	150.00		
Subtotal for Parks							430.67		
Economic Dev									
0000000000	FINANCIAL TIMES-ADVERTISI	GJPCARD0072047	7/16/2020	101006350	Economic Dev-Subscrip/Dues	2020-2021 ZOOM PROSP	5,150.00		
770510487	PAYPAL	GJPCARD0072084	7/16/2020	101006350	Economic Dev-Subscrip/Dues	2020 JAPAN AMERICA SO	350.00		
Subtotal for Economic Dev							5,500.00		

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Fund No.	Fund Name								
101	General								
	Informatics								
202936165	AMAZON.COM, INC.	GJPCARD0072003	7/16/2020	101007451	IT-Computer/Equip	CONSOLE CABLE	21.90		
202936165	AMAZON.COM, INC.	GJPCARD0072007	7/16/2020	101007451	IT-Computer/Equip	NETWORK SWITCH CON	11.68		
VEN000718	FORMSPRING LLC	GJPCARD0072033	7/16/2020	101007389	IT-Software Licensing	FORMSTACK MONTHLY	99.00		
861088458	BIG HOFFAS SMOKEHOUSE BAR	GJPCARD0072101	7/16/2020	101007347	IT-Promotion	LUNCH FOR GP STAFF T	126.35		
820544687	AMAZON.COM, INC.	GJPCARD0072102	7/16/2020	101007332	IT-Cellular/Pagers/Mobile	4X OTTERBOX DEFENDE	143.88		
541048179	VALCOM, INC.	GJPCARD0072103	7/16/2020	101007451	IT-Computer/Equip	GRAND PARK EMERGEN	811.52		
202936165	AMAZON.COM, INC.	GJPCARD0072145	7/16/2020	101007451	IT-Computer/Equip	SMARTMEDIA CARD REA	26.99		
202936165	AMAZON.COM, INC.	GJPCARD0072146	7/16/2020	101007451	IT-Computer/Equip	DESKTOP MICE	124.90		
473175020	CHICALL, LLC	GJPCARD0072154	7/16/2020	101007223	IT-Office Supplies	SHIPPING FOR VALCOM	12.80		
202936165	AMAZON.COM, INC.	GJPCARD0072159	7/16/2020	101007335	IT-Telephone	TELEPHONE HEADSET F	58.94		
202936165	AMAZON.COM, INC.	GJPCARD0072161	7/16/2020	101007335	IT-Telephone	DESK PHONES FOR POLI	84.00		
470879735	FORTE	GJPCARD0072187	7/16/2020	101007389	IT-Software Licensing	ANNUAL PUBLIC SAFETY	4,240.00		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0072209	7/16/2020	101007331	IT-Consulting	INSPECTION PORTAL FO	8,875.00		
770510487	PAYPAL	GJPCARD0072211	7/16/2020	101007389	IT-Software Licensing	PUBLIC DNS	10.40		
020809769	HULU, LLC	GJPCARD0072224	7/16/2020	101007389	IT-Software Licensing	HULU MONTHLY CHARG	70.98		
	Subtotal for Informatics						14,718.34		
	Clerk Treasurer								
VEN001820	SQUARE, INC.	GJPCARD0072041	7/16/2020	101008347	CT-Promotions	DONUTS FOR BUDGET	13.92		
VEN007922	Kroger Limited Partnership	GJPCARD0072049	7/16/2020	101008347	CT-Promotions	FRUIT TRAY BUDGET ME	17.78		
VEN001192	KOOP THREE	GJPCARD0072050	7/16/2020	101008347	CT-Promotions	DRINKS FOR BUDGET M	3.27		
VEN000416	CLANCYS INC	GJPCARD0072139	7/16/2020	101008347	CT-Promotions	CT STAFF APPREC AND	112.00		
	Subtotal for Clerk Treasurer						146.97		
	Public Works								
351610153	CARMEL ACE HARDWARE INC	GJPCARD0071992	7/16/2020	101013224	PW-Operating Supplies	SHOP SUPPLIES	16.18		
351759190	FLAG AND BANNER CO INC	GJPCARD0071993	7/16/2020	101013343	PW-Bldg Maint	SPLIT - CITY SERVICES/P	85.00		
VEN000946	IN BMV VEHICLE SER	GJPCARD0071995	7/16/2020	101013343	PW-Bldg Maint	PUBLIC WORKS - ELEVA	131.98		
VEN000946	IN BMV VEHICLE SER	GJPCARD0072004	7/16/2020	101013334	PW-Travel/Training/Seminars	LICENSE RENEWAL	105.56		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072011	7/16/2020	101013349	PW-Contractual Services	SPLIT - CITY HALL (17.9)	350.00		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072012	7/16/2020	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS (	910.00		
351610153	CARMEL ACE HARDWARE INC	GJPCARD0072018	7/16/2020	101013224	PW-Operating Supplies	SPLIT - NUTS, WASHERS	113.35		
VEN001983	Tractor Supply Company	GJPCARD0072019	7/16/2020	101013224	PW-Operating Supplies	NEW SMALL AIR GRINDE	64.91		
VEN001666	Reynolds Farm Equipment	GJPCARD0072020	7/16/2020	101013224	PW-Operating Supplies	INV. #P77793; REPAIR PA	39.90		

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Fund No. Fund Name									
101 General									
Public Works									
383740317	CURRENT PUBLISHING LLC	GJPCARD0072021	7/16/2020	101013224	PW-Operating Supplies	PUBLIC NOTICE FOR SP	15.69		
351495945	ECONOMY PLUMBING SUPPLY	GJPCARD0072028	7/16/2020	101013343	PW-Bldg Maint	TOILET REPAIR - PUBIC	51.30		
560748358	LOWES COMPANIES, INC.	GJPCARD0072043	7/16/2020	101013472	PW-Equipment	EQUIPMENT TOOLS - PU	315.48		
560748358	LOWES COMPANIES, INC.	GJPCARD0072053	7/16/2020	101013345	PW-Equip Repair	IRRIGATION PARTS FOR	30.80		
770510487	PAYPAL	GJPCARD0072056	7/16/2020	101013224	PW-Operating Supplies	ORDER #101667; PLASTI	110.37		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072062	7/16/2020	101013349	PW-Contractual Services	SPLIT - CITY HALL (18.87)	350.00		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072063	7/16/2020	101013343	PW-Bldg Maint	SPLIT - PW (46.36)	860.00		
340526850	SHERWIN WILLIAMS CO	GJPCARD0072065	7/16/2020	101013224	PW-Operating Supplies	YELLOW PAINT	28.59		
VEN000365	Chapman Electric Supply	GJPCARD0072068	7/16/2020	101013343	PW-Bldg Maint	SALT BARN LIGHTS REP	1,027.55		
VEN001983	Tractor Supply Company	GJPCARD0072075	7/16/2020	101013229	PW-Uniforms	SPLIT -PANTS FOR ALEX	100.00		
VEN001983	Tractor Supply Company	GJPCARD0072076	7/16/2020	101013224	PW-Operating Supplies	SPLIT -FITTINGS FOR R	6.99		
560748358	LOWES COMPANIES, INC.	GJPCARD0072082	7/16/2020	101013224	PW-Operating Supplies	AIR COMPRESSOR PLUG	5.98		
383740317	CURRENT PUBLISHING LLC	GJPCARD0072087	7/16/2020	101013224	PW-Operating Supplies	PUBLIC NOTICE FOR GJ	16.67		
VEN000480	CSI Signs	GJPCARD0072096	7/16/2020	101013472	PW-Equipment	PAVEMENT ENDS SIGN F	65.00		
351610153	CARMEL ACE HARDWARE INC	GJPCARD0072098	7/16/2020	101013224	PW-Operating Supplies	SPLIT - INV. #29102257 P	54.47		
820544687	AMAZON.COM, INC.	GJPCARD0072105	7/16/2020	101013224	PW-Operating Supplies	CISCO-TRUCK CLEANIN	30.46		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072109	7/16/2020	101013349	PW-Contractual Services	SPLIT - CITY HALL (17.9)	350.00		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072111	7/16/2020	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS (	910.00		
VEN000855	HARBOR FREIGHT TOOLS USA	GJPCARD0072113	7/16/2020	101013224	PW-Operating Supplies	JACK STANDS (2) AIR FL	569.96		
941351799	EWING IRRIGATION PRODUCT	GJPCARD0072118	7/16/2020	101013345	PW-Equip Repair	INV. #11879?? IRRIGATIO	164.41		
VEN000491	CVS PHARMACY, INC.	GJPCARD0072127	7/16/2020	101013223	PW-Office Supplies	BIRTHDAY CARDS FOR S	22.84		
560748358	LOWES COMPANIES, INC.	GJPCARD0072129	7/16/2020	101013224	PW-Operating Supplies	NEW FAUCET FOR MON	100.88		
VEN000301	Buckeye Power Sales Co	GJPCARD0072143	7/16/2020	101013343	PW-Bldg Maint	SPLIT - CITY SERVICES-	600.00		
VEN001337	Menards	GJPCARD0072155	7/16/2020	101013343	PW-Bldg Maint	DOWN SPOUT REPAIR	9.29		
560748358	LOWES COMPANIES, INC.	GJPCARD0072164	7/16/2020	101013343	PW-Bldg Maint	REPAIR	23.92		
202936165	AMAZON.COM, INC.	GJPCARD0072166	7/16/2020	101013223	PW-Office Supplies	NOTE PADS FOR CHRIS	12.99		
202936165	AMAZON.COM, INC.	GJPCARD0072167	7/16/2020	101013223	PW-Office Supplies	NOTE PAD FOR FRANCI	9.29		
473175364	GP WESTFIELD LLC	GJPCARD0072172	7/16/2020	101013347	PW-Promotions	GARY SMITH'S RETIREM	233.73		
820544687	AMAZON.COM, INC.	GJPCARD0072177	7/16/2020	101013224	PW-Operating Supplies	CHRIS PAGE-TOWELS	23.88		
VEN001983	Tractor Supply Company	GJPCARD0072182	7/16/2020	101013224	PW-Operating Supplies	SAW BLADES CUT OFF	62.95		
VEN001983	Tractor Supply Company	GJPCARD0072204	7/16/2020	101013224	PW-Operating Supplies	CAUTION TAPE FOR PLA	68.97		
Subtotal for Public Works							8,049.34		

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Fund No. Fund Name									
101 General									
Communications									
273142461	DISAREA LLC	GJPCARD0072120	7/16/2020	101020350	Comm-Dues membership	MONTHLY GRAPHIC DES	64.00		
201665019	FACEBOOK INC.	GJPCARD0072168	7/16/2020	101020347	Comm-Promotions	BOOSTED POST ON FAC	15.00		
Subtotal for Communications							79.00		
Subtotal for Fund 101 General							38,588.52		
Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN000257	Bobcat of Anderson	GJPCARD0072014	7/16/2020	201013345	MVH-Equip Repair	INV. #P46808?? (NOT RE	489.72		
560748358	LOWES COMPANIES, INC.	GJPCARD0072015	7/16/2020	201013345	MVH-Equip Repair	SIDE BOARDS FOR THE	65.14		
351516486	MID STATE TRUCK EQUIPMENT	GJPCARD0072016	7/16/2020	201013345	MVH-Equip Repair	INV. #110067; LIGHTS FO	155.00		
VEN001337	Menards	GJPCARD0072022	7/16/2020	201013345	MVH-Equip Repair	PARTS FOR BUILDING B	14.49		
VEN001337	Menards	GJPCARD0072036	7/16/2020	201013345	MVH-Equip Repair	SHELF BOX FOR STREE	70.69		
VEN001983	Tractor Supply Company	GJPCARD0072055	7/16/2020	201013360	MVH-Vehicle Repair	GRADE 8 BOLTS FOR TR	3.62		
351696078	AUTOMOTIVE ACTION II INC	GJPCARD0072067	7/16/2020	201013360	MVH-Vehicle Repair	INV. #135476 TIRE REPAI	20.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0072081	7/16/2020	201013226	MVH-Vehicle Gas/ Supplies	INV. #4333-413923 AIR FR	28.95		
363198663	TRANSCHICAGO - GARY	GJPCARD0072085	7/16/2020	201013345	MVH-Equip Repair	INV. #4160886 MIRROR F	450.37		
351696078	AUTOMOTIVE ACTION II INC	GJPCARD0072086	7/16/2020	201013360	MVH-Vehicle Repair	INV. #135451; TIRE REPAI	20.00		
VEN001625	R and T Auto Supply Inc	GJPCARD0072092	7/16/2020	201013345	MVH-Equip Repair	INV. #NO26WT TIRES FO	1,207.68		
593758965	HD SUPPLY F. MAINT. LTD	GJPCARD0072093	7/16/2020	201013226	MVH-Vehicle Gas/ Supplies	INV. #269226 DEGREASE	289.60		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0072114	7/16/2020	201013360	MVH-Vehicle Repair	INV. #677654 - BRAKES F	250.08		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0072115	7/16/2020	201013226	MVH-Vehicle Gas/ Supplies	INV. #677646; HYDRAULI	647.52		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0072132	7/16/2020	201013360	MVH-Vehicle Repair	INV. #677278 TRAILER PL	392.10		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0072133	7/16/2020	201013360	MVH-Vehicle Repair	INV. #677270; TAIL LIGHT	87.92		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0072135	7/16/2020	201013345	MVH-Equip Repair	INV. #1029887 HYDRAULI	108.68		
351117198	CARMEL WELDING SUPPLY C	GJPCARD0072179	7/16/2020	201013345	MVH-Equip Repair	ANGLE IRON STEEL TO	49.32		
VEN004913	Old Dominion Brush Co	GJPCARD0072183	7/16/2020	201013345	MVH-Equip Repair	BRUSHES FOR STREET	135.12		
VEN004913	Old Dominion Brush Co	GJPCARD0072184	7/16/2020	201013345	MVH-Equip Repair	INV. #7052447, BRUSHES	210.00		
VEN000223	Best Equipment Co Inc	GJPCARD0072205	7/16/2020	201013345	MVH-Equip Repair	SALES ORDER #SO62064	690.82		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0072214	7/16/2020	201013345	MVH-Equip Repair	ORDER #S004310022; RE	40.79		

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Fund No.	Fund Name								
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN001705	Roudebush Equipment	GJPCARD0072230	7/16/2020	201013345	MVH-Equip Repair	MVH-Equip Repair	4.47		
	Subtotal for Public Works						5,432.08		
	Subtotal for Fund 201 Motor Vehicle Highway (MVH)						5,432.08		
Fund No.	Fund Name								
202	Local Road and Street (LRS)								
	Public Works								
351610153	CARMEL ACE HARDWARE INC	GJPCARD0072017	7/16/2020	202013228	LRS-Signs and Posts	SPLIT - FASTENERS FOR	37.56		
351610153	CARMEL ACE HARDWARE INC	GJPCARD0072097	7/16/2020	202013228	LRS-Signs and Posts	SPLIT - INV. #29102257 B	379.80		
VEN001829	Stello Products Inc	GJPCARD0072128	7/16/2020	202013228	LRS-Signs and Posts	INV. #30816, HUSH HICK	106.78		
VEN001829	Stello Products Inc	GJPCARD0072138	7/16/2020	202013228	LRS-Signs and Posts	INV.#30693 RAB SIGNS C	383.20		
421190085	CARROLL DISTRIBUTING CON	GJPCARD0072152	7/16/2020	202013432	LRS-Sidewalk	INV. #N0013899; SUPPLIE	302.00		
VEN001829	Stello Products Inc	GJPCARD0072173	7/16/2020	202013228	LRS-Signs and Posts	INV. #30751 PEDESTRIAN	2,587.00		
VEN001829	Stello Products Inc	GJPCARD0072174	7/16/2020	202013228	LRS-Signs and Posts	INV. #30738 "AHEAD" SIG	1,500.00		
	Subtotal for Public Works						5,296.34		
	Subtotal for Fund 202 Local Road and Street (LRS)						5,296.34		
Fund No.	Fund Name								
203	Fire Operating								
	Fire								
VEN000946	IN BMV VEHICLE SER	GJPCARD0071996	7/16/2020	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	65.99		
820544687	AMAZON.COM, INC.	GJPCARD0072006	7/16/2020	203012224	Fire-Operating Supplies	BATTERY CHARGER	33.15		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072008	7/16/2020	203012343	Fire-Building Maintenance	SPLIT - FIRE (2.56)	50.00		
VEN001337	Menards	GJPCARD0072013	7/16/2020	203012343	Fire-Building Maintenance	RESTROOM CLEANERS	14.87		
273596010	ZORO TOOLS INC	GJPCARD0072031	7/16/2020	203012472	Fire-Equip	SAWS, BLADES	243.96		
VEN001983	Tractor Supply Company	GJPCARD0072037	7/16/2020	203012472	Fire-Equip	PARTS	6.99		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072059	7/16/2020	203012343	Fire-Building Maintenance	SPLIT - FIRE (2.7)	50.00		
VEN000365	Chapman Electric Supply	GJPCARD0072069	7/16/2020	203012343	Fire-Building Maintenance	STATION 83 - EXT. POLE	53.33		
VEN000800	Grainger	GJPCARD0072070	7/16/2020	203012343	Fire-Building Maintenance	STATION 81 - HOSE NOZ	122.32		
VEN001476	Office Depot	GJPCARD0072072	7/16/2020	203012223	Fire-Office Supplies	MARKERS	27.15		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN001357	MICHAELS STORES INC	GJPCARD0072073	7/16/2020	203012223	Fire-Office Supplies	OFFICE SUPPLIES	25.67		
202936165	AMAZON.COM, INC.	GJPCARD0072077	7/16/2020	203012472	Fire-Equip	DOOR HINGES	15.99		
VEN001476	Office Depot	GJPCARD0072078	7/16/2020	203012223	Fire-Office Supplies	BINDERS	123.01		
560748358	LOWES COMPANIES, INC.	GJPCARD0072079	7/16/2020	203012243	Fire-Special Rescue/Dive	MARKER PAINT FOR TAC	23.92		
VEN001337	Menards	GJPCARD0072090	7/16/2020	203012224	Fire-Operating Supplies	STATION 81 SUPPLIES -	22.97		
571186954	STROBES N' MORE, INC.	GJPCARD0072091	7/16/2020	203012472	Fire-Equip	AMBULANCE 382	490.99		
351696078	AUTOMOTIVE ACTION II INC	GJPCARD0072095	7/16/2020	203012360	Fire-Vehicle Maint	FLAT REPAIR - VALVE ST	22.00		
VEN006898	Supply Warehouse Inc	GJPCARD0072099	7/16/2020	203012224	Fire-Operating Supplies	SUPPLIES	405.09		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0072100	7/16/2020	203012349	Fire-Services	CABLE	49.99		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072107	7/16/2020	203012343	Fire-Building Maintenance	SPLIT - FIRE (2.56)	50.00		
042896127	STAPLES INC	GJPCARD0072117	7/16/2020	203012223	Fire-Office Supplies	OFFICE SUPPLIES - ENV	51.54		
VEN007922	Kroger Limited Partnership	GJPCARD0072122	7/16/2020	203012224	Fire-Operating Supplies	WATER FOR BC CAR	15.96		
VEN001337	Menards	GJPCARD0072134	7/16/2020	203012243	Fire-Special Rescue/Dive	DRILL BITS, CLAMP TOO	64.52		
VEN000301	Buckeye Power Sales Co	GJPCARD0072141	7/16/2020	203012343	Fire-Building Maintenance	SPLIT - FIRE-GENERATO	4,679.34		
VEN001337	Menards	GJPCARD0072147	7/16/2020	203012229	Fire-Uniforms	REFUND	-106.95		
VEN001983	Tractor Supply Company	GJPCARD0072149	7/16/2020	203012360	Fire-Vehicle Maint	LADDER 81 - WASHERS,	4.27		
610607327	DIESEL INJECTION SERVICE	GJPCARD0072150	7/16/2020	203012360	Fire-Vehicle Maint	LADDER 81	928.22		
VEN006898	Supply Warehouse Inc	GJPCARD0072153	7/16/2020	203012224	Fire-Operating Supplies	SUPPLIES FOR OFFICE -	418.32		
VEN001337	Menards	GJPCARD0072156	7/16/2020	203012229	Fire-Uniforms	SAFETY GOGGLES	31.92		
VEN001337	Menards	GJPCARD0072157	7/16/2020	203012229	Fire-Uniforms	SAFETY GOGGLES PUR	99.95		
VEN000488	Custom Truck and Auto	GJPCARD0072162	7/16/2020	203012360	Fire-Vehicle Maint	AMBULANCE 389 - REALI	157.50		
VEN001337	Menards	GJPCARD0072163	7/16/2020	203012229	Fire-Uniforms	SAFETY GOGGLES	99.95		
VEN001337	Menards	GJPCARD0072176	7/16/2020	203012229	Fire-Uniforms	ANTIFOG SAFETY GOGG	106.95		
VEN001983	Tractor Supply Company	GJPCARD0072189	7/16/2020	203012224	Fire-Operating Supplies	PUMP FOR BIO DISINFEC	32.99		
VEN001337	Menards	GJPCARD0072190	7/16/2020	203012343	Fire-Building Maintenance	SPLIT - BUILDING MAINT	91.48		
VEN001337	Menards	GJPCARD0072191	7/16/2020	203012472	Fire-Equip	SPLIT - EQUIPMENT (73.6	255.60		
VEN008305	Advantage Experts in Clean	GJPCARD0072194	7/16/2020	203012224	Fire-Operating Supplies	55 DRUM DISINFECTANT	999.00		
VEN002293	Westfield Yamaha	GJPCARD0072196	7/16/2020	203012360	Fire-Vehicle Maint	RHINO 381	27.98		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0072198	7/16/2020	203012349	Fire-Services	CABLE	49.99		
VEN001983	Tractor Supply Company	GJPCARD0072202	7/16/2020	203012360	Fire-Vehicle Maint	PLASTIC AUTOMATIC NO	64.19		
VEN001666	Reynolds Farm Equipment	GJPCARD0072203	7/16/2020	203012360	Fire-Vehicle Maint	BAR OIL	46.77		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0072206	7/16/2020	203012360	Fire-Vehicle Maint	WIPER BLADES	155.88		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
770510487	PAYPAL	GJPCARD0072207	7/16/2020	203012360	Fire-Vehicle Maint	CAR 1 REPAIR	92.65		
391731610	PAUL CONWAY SHEILDS	GJPCARD0072212	7/16/2020	203012224	Fire-Operating Supplies	INTUBATION BAG	173.33		
VEN001337	Menards	GJPCARD0072217	7/16/2020	203012343	Fire-Building Maintenance	SPLIT - PUBLIC WORKS (	66.34		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072218	7/16/2020	203012343	Fire-Building Maintenance	COVID CLEANING STATI	645.00		
VEN001337	Menards	GJPCARD0072222	7/16/2020	203012224	Fire-Operating Supplies	RETURNED SUPPLIES	-19.26		
VEN001337	Menards	GJPCARD0072223	7/16/2020	203012224	Fire-Operating Supplies	LUMBER MATERIALS FO	410.70		
VEN001337	Menards	GJPCARD0072226	7/16/2020	203012472	Fire-Equip	RETURNED SAW FOR T	-499.00		
VEN000747	Galls	GJPCARD0072231	7/16/2020	203012224	Fire-Operating Supplies	Fire-Operating Supplies	112.34		
VEN008517	ASHLEY SAFE AND SECURITY	GJPCARD0072232	7/16/2020	203012343	Fire-Building Maintenance	Fire-Building Maintenance	100.00		
VEN000733	Freije Engineered Solutions Co	GJPCARD0072233	7/16/2020	203012343	Fire-Building Maintenance	Fire-Building Maintenance	945.87		
VEN008124	google youtube tv	GJPCARD0072234	7/16/2020	203012349	Fire-Services	Fire-Services	3.75		
VEN001983	Tractor Supply Company	GJPCARD0072235	7/16/2020	203012472	Fire-Equip	Fire-Equip	2.29		
Subtotal for Fire							12,206.77		
Subtotal for Fund 203 Fire Operating							12,206.77		
Fund No. Fund Name									
204 Park Impact									
Public Works									
550886657	STONE CENTER OF INDIANA	GJPCARD0072040	7/16/2020	204013474	PW-Park Impact Construction	BRICKS/BLOCKS FOR RE	5,729.39		
Subtotal for Public Works							5,729.39		
Subtotal for Fund 204 Park Impact							5,729.39		
Fund No. Fund Name									
206 Parks Programming/Events									
Parks									
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0072000	7/16/2020	206005347	Parks Program-Promotions	GRAND RUN FINISHER B	45.20		
VEN001883	Target Corporation	GJPCARD0072001	7/16/2020	206005347	Parks Program-Promotions	MAILING SUPPLIES FOR	9.60		
250698270	GIANT EAGLE INC	GJPCARD0072032	7/16/2020	206005347	Parks Program-Promotions	ICE FOR FRISBEE AT FR	4.99		
Subtotal for Parks							59.79		
Subtotal for Fund 206 Parks Programming/Events							59.79		

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Fund No. Fund Name									
239	Law Enforcement								
	Police								
770510487	PAYPAL	GJPCARD0072088	7/16/2020	239002334	Law Enforce-Travel/Train	RDS HANDGUN INSTRU	600.00		
	Subtotal for Police						600.00		
Subtotal for Fund 239 Law Enforcement							600.00		
Fund No. Fund Name									
269	Training Facility Center								
	Public Safety (Police and Fire)								
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072010	7/16/2020	269014349	Training Fac-Services	SPLIT - HCTC (4.86)	95.00		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072110	7/16/2020	269014343	Training Fac-Building Maint	SPLIT - HCTC SPLIT CLE	95.00		
VEN001337	Menards	GJPCARD0072236	7/16/2020	269014223	Training Fac-Operating Sup	Train Facility-Operating Su	760.50		
VEN008518	EVERYTHING KITCHEN	GJPCARD0072237	7/16/2020	269014223	Training Fac-Operating Sup	Train Facility-Operating Su	102.69		
VEN000087	Amazon.com	GJPCARD0072238	7/16/2020	269014334	Training Fac-Travel/Training	Train Facility-Travel/Traini	21.52		
VEN000087	Amazon.com	GJPCARD0072239	7/16/2020	269014334	Training Fac-Travel/Training	Train Facility-Travel/Traini	21.52		
VEN008519	WALMART	GJPCARD0072240	7/16/2020	269014334	Training Fac-Travel/Training	Train Facility-Travel/Traini	82.18		
VEN001337	Menards	GJPCARD0072241	7/16/2020	269014334	Training Fac-Travel/Training	Train Facility-Travel/Traini	64.42		
VEN008099	1ST CLASS CLEANING SERVICE	GJPCARD0072242	7/16/2020	269014334	Training Fac-Travel/Training	DRY CLEANING	95.00		
	Subtotal for Public Safety (Police and Fire)						1,337.83		
Subtotal for Fund 269 Training Facility Center							1,337.83		
Fund No. Fund Name									
640	Sports Campus Operating								
	Grand Park								
202936165	AMAZON.COM, INC.	GJPCARD0071998	7/16/2020	640015224	Sports Campus-Operating Su	HELMET NUMBERS	9.99		
822085758	JM CARMEL, LLC	GJPCARD0072002	7/16/2020	640015347	Sports Campus-Promotions	STAFF LUNCH	60.04		
351883574	CHINSKY RESTAURANT GROUP	GJPCARD0072005	7/16/2020	640015347	Sports Campus-Promotions	STAFF MEETING	69.74		
262104214	WIX.COM LUXEMBOURG SARL	GJPCARD0072030	7/16/2020	640015347	Sports Campus-Promotions	WIX - GRAND GAMES W	17.00		
VEN001337	Menards	GJPCARD0072051	7/16/2020	640015343	Sports Campus-Bldg Maint	LAG SCREWS	17.12		
VEN001337	Menards	GJPCARD0072052	7/16/2020	640015343	Sports Campus-Bldg Maint	LAG SCREWS	11.85		
VEN007500	BAMWX LLC	GJPCARD0072074	7/16/2020	640015349	Sports Campus-Services	BAM WX WEATHER SER	810.00		
VEN001983	Tractor Supply Company	GJPCARD0072119	7/16/2020	640015472	Sports Campus-Equipment	PLIERS AND PIPE WREN	87.98		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0072126	7/16/2020	640015224	Sports Campus-Operating Su	MOWER	8,949.00		
202936165	AMAZON.COM, INC.	GJPCARD0072136	7/16/2020	640015224	Sports Campus-Operating Su	OFFICE SUPPLIES	14.99		

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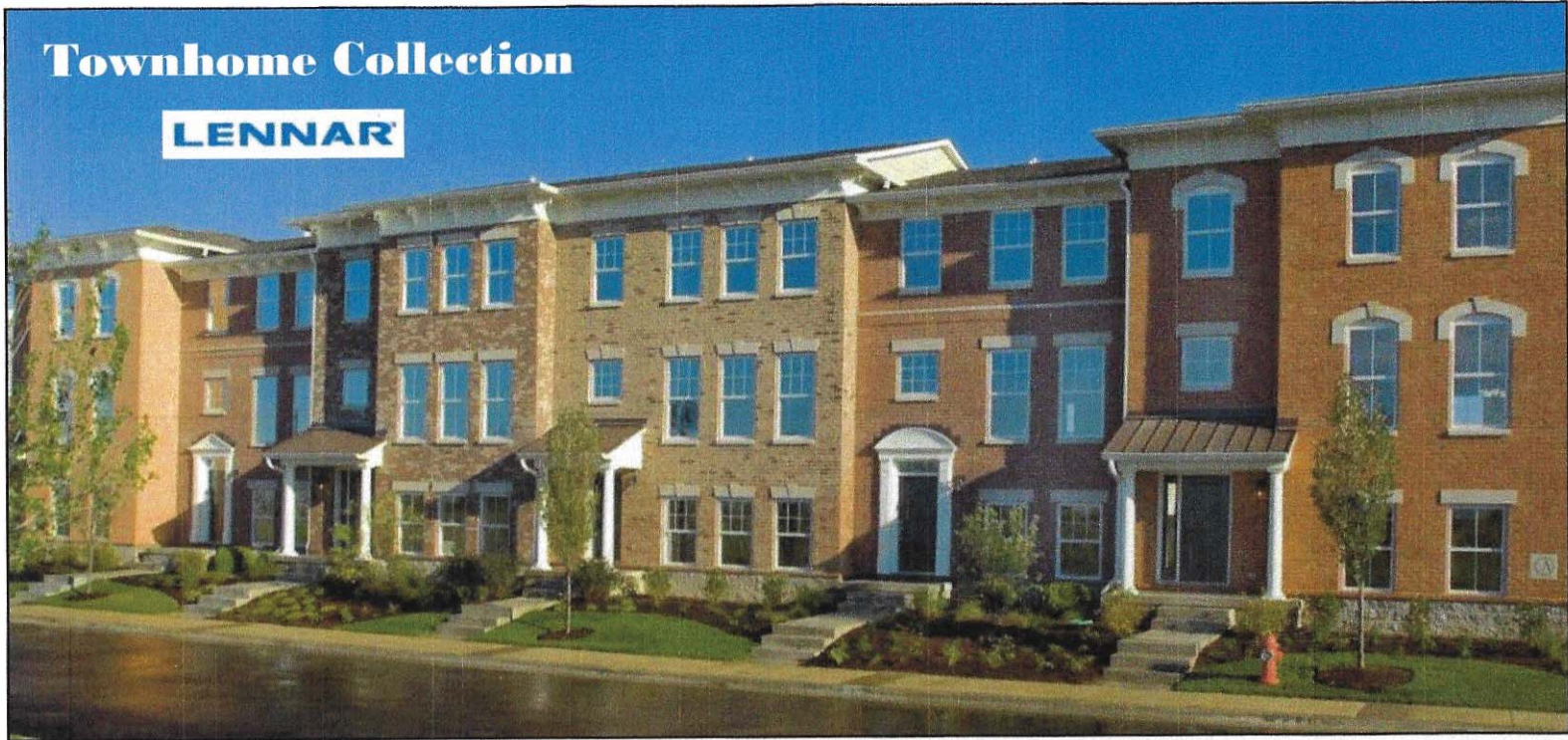
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Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
640	Sports Campus Operating								
Grand Park									
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0072165	7/16/2020	640015389	Sports Campus-App/Licensing	MAILCHIMP - EMAIL MAR	99.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0072171	7/16/2020	640015224	Sports Campus-Operating Su	SHOP TOOLS	52.92		
202936165	AMAZON.COM, INC.	GJPCARD0072219	7/16/2020	640015224	Sports Campus-Operating Su	TOOLS FOR GROUNDS	34.99		
VEN000087	Amazon.com	GJPCARD0072243	7/16/2020	640015224	Sports Campus-Operating Su	Sports Campus-Operating	15.18		
VEN001417	Napa Auto Parts	GJPCARD0072244	7/16/2020	640015345	Sports Campus-Equip Repair	Sports Campus-Equipment	59.60		
Subtotal for Grand Park							10,309.40		
Sport Campus Indoor Event Ctr									
352088176	FIRST CLASS CLEANING SERV	GJPCARD0071999	7/16/2020	640023349	GP Indoor-Services	CONTRACTED CLEANIN	1,296.00		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0072089	7/16/2020	640023349	GP Indoor-Services	CONTRACTED CLEANIN	700.00		
201665019	FACEBOOK INC.	GJPCARD0072121	7/16/2020	640023347	GP Indoor-Promotion	FACEBOOK - CITY VIDEO	25.00		
VEN001337	Menards	GJPCARD0072185	7/16/2020	640023343	GP Indoor-Bldg Maint	COVID ITEMS	60.24		
860850417	GODADDY.COM LLC	GJPCARD0072193	7/16/2020	640023347	GP Indoor-Promotion	GODADDY URL FOR GR	30.34		
VEN000910	HP Products	GJPCARD0072197	7/16/2020	640023349	GP Indoor-Services	CUSTODIAL SUPPLIES	2,504.52		
Subtotal for Sport Campus Indoor Event Ctr							4,616.10		
Subtotal for Fund 640 Sports Campus Operating							14,925.50		
Posted Invoices Total							84,176.22		

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RESOLUTION NO. 20-129

A RESOLUTION OF THE WESTFIELD COMMON COUNCIL APPROVING AN AMENDING DECLARATORY RESOLUTION AND PLAN OF THE WESTFIELD REDEVELOPMENT COMMISSION AND ORDER OF THE WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION IN CONNECTION WITH THE SOUTHSIDE ECONOMIC DEVELOPMENT AREA

WHEREAS, the Westfield Redevelopment Commission (the “Commission”) previously adopted, confirmed and amended resolutions (collectively, the “Declaratory Resolution”) which established the Southside Economic Development Area (the “Southside Economic Development Area”) as an economic development area pursuant to Indiana Code 36-7-14, as amended (the “Act”), designated the entire Area as an Allocation Area pursuant to Section 39 of the Act (the “Original Allocation Area”) and approved an economic development plan for the Area (the “Plan”);

WHEREAS, on June 20, 2020, the Commission adopted Resolution No. 08-2020 (the “Amending Declaratory Resolution”) to further amend the Declaratory Resolution and Plan by (i) removing a certain parcel from the Original Allocation Area, (ii) designating such parcel as a separate allocation area under Section 39 of the Act to be known as the SEP Allocation Area (the “SEP Allocation Area”) and (iii) adopting a supplement to the Plan to add a project thereto, in serving or benefitting the Area (the “2020 Plan Supplement”);

WHEREAS, the Westfield-Washington Township Advisory Plan Commission, on August 3, 2020, following the adoption of the Amending Declaratory Resolution and 2020 Plan Supplement by the Commission, approved and adopted its order (the “Plan Commission Order”) determining that the Amending Declaratory Resolution and the 2020 Plan Supplement conform to the plan of development for the City of Westfield, Indiana (the “City”) and approving the Amending Declaratory Resolution and the 2020 Plan Supplement; and

WHEREAS, pursuant to Section 16(b) of the Act, the Commission has submitted the Amending Declaratory Resolution and the 2020 Plan Supplement to this Common Council of the City (the “Common Council”).

NOW, THEREFORE, be it resolved and adopted by the Common Council of the City of Westfield, Indiana as follows:

- Section 1. Pursuant to Section 16(b) of the Act, the Common Council hereby determines that the Amending Declaratory Resolution and 2020 Plan Supplement for the Southside Economic Development Area, in all respects, conforms to the plan of development for the City.
- Section 2. The Amending Declaratory Resolution, the 2020 Plan Supplement and the Plan Commission Order are in all respects hereby approved by the Common Council.

Section 3. This Resolution shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as required by law.

ADOPTED AND PASSED THIS 10TH DAY OF AUGUST, 2020, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Scott Willis	_____ Scott Willis	_____ Scott Willis
_____ Jake Gilbert	_____ Jake Gilbert	_____ Jake Gilbert
_____ Joe Edwards	_____ Joe Edwards	_____ Joe Edwards
_____ 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

ATTEST:

Cindy J. Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that RESOLUTION 20-129 was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at ____:____.m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-129

this _____ day of _____, 2020

at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Resolution 20-129

this _____ day of _____, 2020

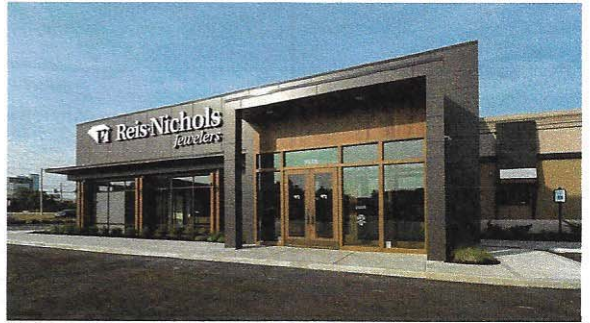
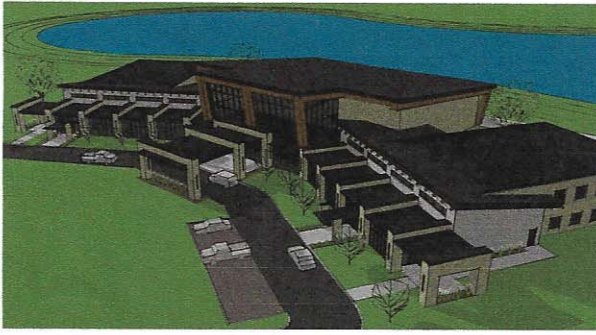
at ____:____.m.

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/ M. Catherine Fanello.

This document prepared by M. Catherine Fanello, Esq. Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, IN 46032, (317) 238-6359.

EXHIBIT C



ARCHITECTURAL CHARACTER FOR DISTRICT 1



24 JUNE 2020



Cooler Design



EIFS VENEER/WOOD VENEER



EIFS CORNICE/CLOTH AWNINGS



ASPHALT SHINGLES



TIMBER MEMBERS



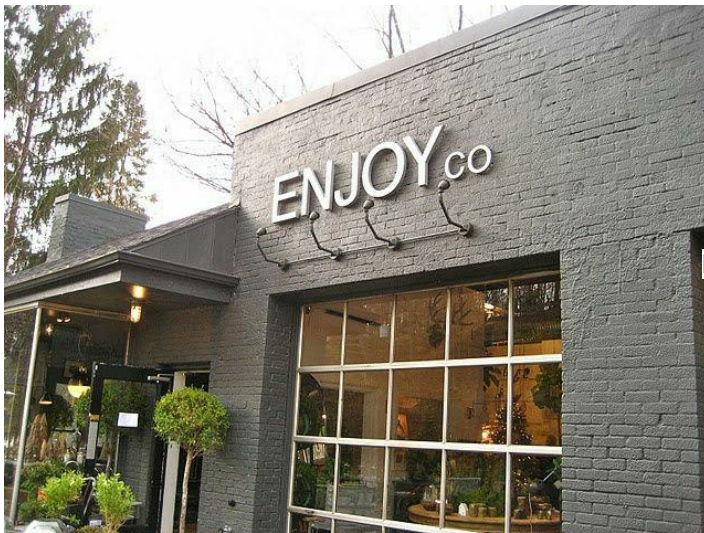
CEDAR SHINGLES



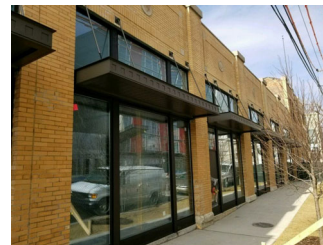
CEMENT BOARD LAP SIDING



STONE VENEER/STANDING SEAM METAL ROOFING



PAINTED BRICK



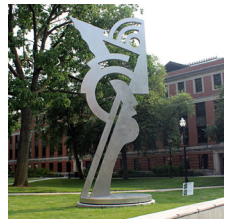
BRICK VENEER/METAL CANOPIES



PRECAST PANELS



SOLAR PANELS



PUBLIC ART



RAINSCREEN PANELS



METAL/GFRP TRIM



METAL VENEER

DISTRICT 1 (GB) MATERIALS







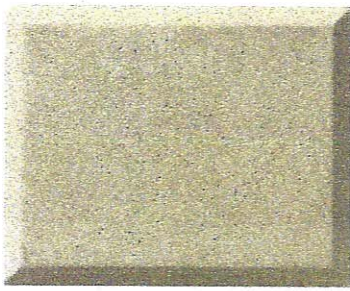






SCALE: 1" = 40'

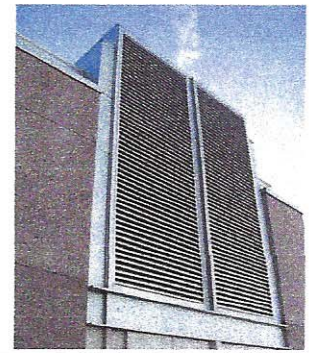




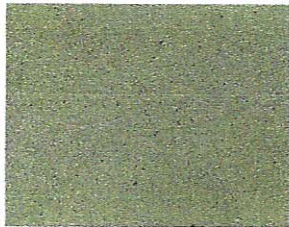
**LIMESTONE COLORED
PRECAST**



**LOUVERED
MECHANICAL
SCREENS**



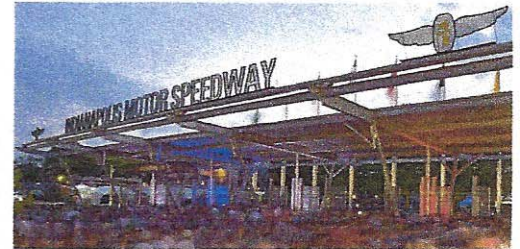
**ARCHITECTURALLY LIT
LOUVER PANELS**



**SHAMROCK COLORED
PRECAST**



**BRIGHTLY COLORED
SIGNAGE**



**CANOPIES INSPIRED BY
IMS**



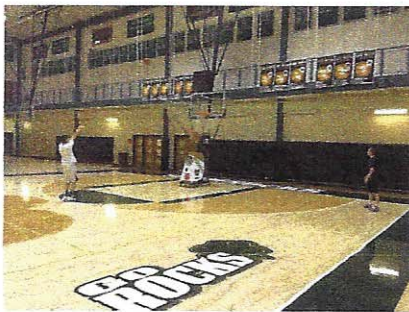
**LASER FLASH INSPIRED BY
FORTRESS ARCHITECTURE**



**GREEN GLASS AND
VIEWING AREA INSPIRED
BY IMS**



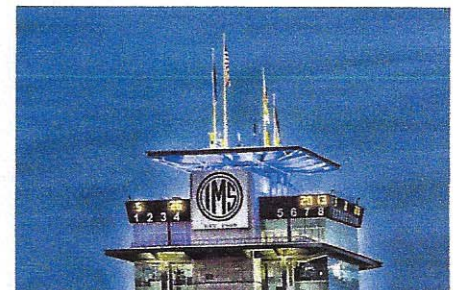
**PUBLIC PLAZA; SIMILAR
TO MIDTOWN CARMEL**



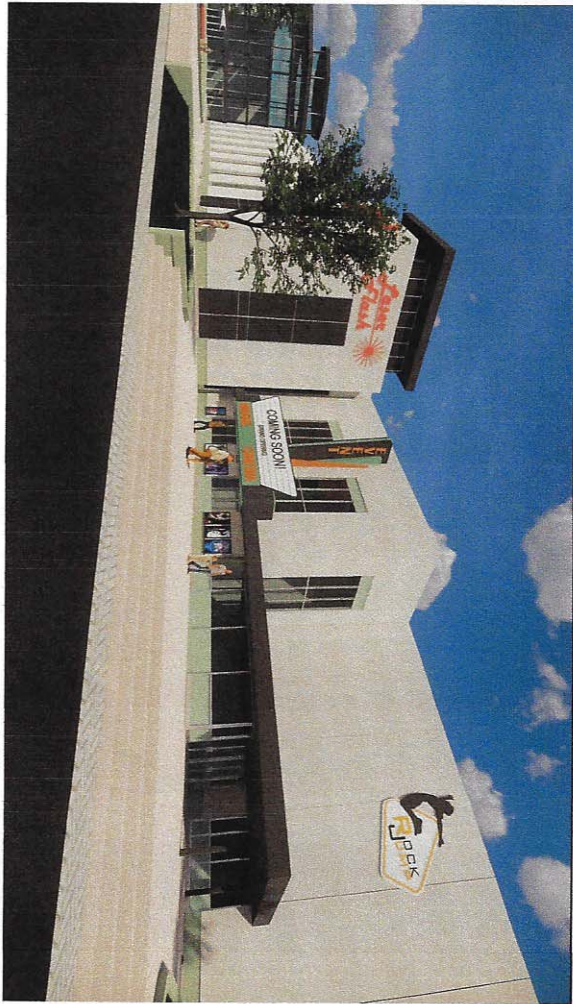
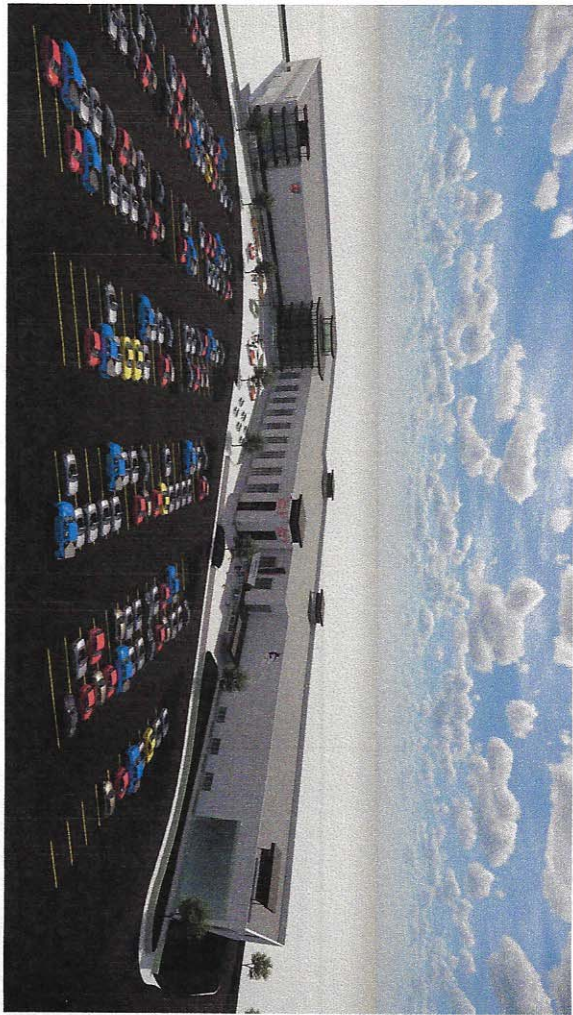
**ROCK JUMP TO BE
INSPIRED BY
BASKETBALL GYM**



**STOREFRONTS INSPIRED BY
PAGODA AT IMS**



**ARCHITECTURAL
LIT TOWERS**



RESOLUTION NO. ____

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 (“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; and

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 purpose of financing, refinancing or reimbursing 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 the financing or refinancing of economic development facilites constitute a public purpose;

WHEREAS, the City, the Westfield Redevelopment Commission (the “Redevelopment Commission”) and Pure SEP, LLC (the “Developer”) have entered into a Memorandum of Understanding (the “MOU”) providing for the provision of certain economic development assistance by the City and the Redevelopment Commission as an inducement to the Developer to proceed with the acquisition of certain real estate within the City, upon which the Developer plans to construct and develop an approximate 70,200 square foot commercial office building, together with all necessary appurtenances, related improvements and equipment (the “Project”), to be owned by Developer and leased to Software Engineering Professionals, Inc. (“SEP”) for use and occupancy as SEP’s corporate headquarters;

WHEREAS, the Project will be located in or physically connected to the SEP Allocation Area (the “SEP Allocation Area”) within the Southside Economic Development Area, as established by the Redevelopment Commission;

WHEREAS, Developer has advised the Westifeld Economic Development Commission (the “Commission”) and the City concerning the Project and requests that the City issue, pursuant to the Act, its “Taxable Economic Development Tax Increment Revenue Bonds, Series 20__ (SEP Project)” (to be completed with such further or different designation as may be necessary or appropriate, including the year in which issued) (the “Bonds”), in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000), and lend the proceeds thereof, exclusive of costs of issuance of the Bonds, to Developer to provide funds for paying a portion of the costs of the Project;

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

WHEREAS, the Project is an economic development facility, and the completion of the 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 and in accordance with the Act, and consistent with the terms of the MOU, the City desires to provide funds necessary to finance a portion of the costs of the Project by issuing the Bonds;

WHEREAS, the Act provides that such revenue bonds may be secured by and issued pursuant to the terms of a trust indenture between the City and a corporate trustee;

WHEREAS, the Bonds will be issued pursuant to a trust indenture, to be dated the first day of the month in which the Bonds are sold or delivered (or such other date as the officers of the City may hereafter approve) (the "Trust Indenture"), by and between the City and a corporate trustee to be selected by the City (the "Bond Trustee"), in order to obtain funds necessary to provide for the financing of a portion of the costs of the Project and costs of issuance of the Bonds, in accordance with a financing agreement, to be dated the first day of the month in which the Bonds are sold or delivered (or such other dates as the officers of the City may hereafter approve) (the "Financing Agreement"), by and between the City and Developer;

WHEREAS, pursuant to the Financing Agreement, Developer will make certain representations, warranties and commitments with respect to the Project which will permit the City to derive incremental real property taxes from the Project within the SEP Allocation Area (the "SEP TIF Revenues") which are 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, prior to the issuance of the Bonds, the Redevelopment Commission will pledge eighty percent (80%) of the SEP TIF Revenues to the payment of the Bonds (the "Pledged SEP TIF Revenues");

WHEREAS, the Bonds will be payable solely from the Pledged SEP TIF Revenues, and are not in any respect a general obligation of the unit, nor are they payable in any manner from revenues raised by taxation, other than from the Pledged SEP TIF Revenues;

WHEREAS, there has been submitted to the Commission for its approval forms of the Trust Indenture, the Financing Agreement and the form of proposed Ordinance of the Common Council of the City with respect to the Project and the Bonds (the "Ordinance");

WHEREAS, pursuant to the Act and Indiana Code 5-3-1, as amended, the Commission published notice of a public hearing ("Public Hearing") on the proposed issuance of the Bonds to

finance a portion of the costs of the Project, and on the date hereof the Commission held the Public Hearing; and

WHEREAS, no member of the 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 the 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. The Commission has conducted a Public Hearing and considered any and all evidence and comments provided, and the Commission hereby finds, determines, ratifies and confirms that the financing of the economic development facilities referred to in the Financing Documents (as defined below) consisting of the Project, located in the SEP Allocation Area, the issuance and sale of the Bonds, and the use of the net proceeds thereof by the Developer to finance a portion of the costs of the 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. The Commission hereby approves the report with respect to the Project presented at this meeting. The Secretary of the Commission shall submit such report to the executive director or chair of the plan commission of the City and to the superintendent of the school corporation where the Project will be located.

SECTION 3. The Commission hereby approves the terms of the following documents in the form presented at this meeting: (i) a form of the Trust Indenture with respect to the Bonds between the City and the Bond Trustee to be selected (including a form of the Bonds); (ii) a form of Financing Agreement between the City and Developer with respect to the Project and the Bonds (clauses (i) and (ii), collectively, the "Financing Documents"); and (iii) the form of Ordinance to be presented to the Common Council of the City authorizing the issuance of the Bonds and providing for the terms thereof. The forms of 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. The Commission hereby approves and recommends the City issue its Bonds with a maximum aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000), with a maximum term not to exceed twenty-five (25) years from

the date of issuance and with a maximum interest rate not to exceed five percent (5.0%) per annum, for the purpose of procuring funds to (i) to pay a portion of the costs associated with the Project, by making a portion of the proceeds of the Bonds available to the Developer as set forth in the Financing Agreement and (ii) pay all costs of issuance of the Bonds, which Bonds will be payable as to principal and interest solely from the Pledged SEP TIF Revenues, upon such terms and conditions as otherwise provided in the Financing Documents and the Ordinance. The Bonds may be subject to optional or mandatory redemption as further described 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, nor are they payable in any manner from revenues raised by taxation, other than the Bonds are payable from the Pledged SEP TIF Revenues. The Bonds may be purchased by the bond purchaser in installments and drawn down in installments.

SECTION 5. Any officer of the Commission is hereby authorized and directed, in the name and on behalf of the 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 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. The Secretary of the Commission shall transmit a copy of this resolution, together with two (2) copies of the forms of the Financing Documents and the Ordinance approved by this resolution, to the Clerk-Treasurer of the City for presentation to the Common Council of the City with the recommendation that the Common Council of the City adopt the proposed form of Ordinance approving the issuance of the Bonds and the Financing Documents in their substantially final forms as hereby recommended.

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

* * * *

Adopted this 10th day of August, 2020.

WESTFIELD ECONOMIC
DEVELOPMENT COMMISSION

President

Secretary

Member

REPORT OF THE WESTFIELD ECONOMIC DEVELOPMENT
COMMISSION CONCERNING THE PROPOSED FINANCING OF
ECONOMIC DEVELOPMENT FACILITIES FOR PURE SEP, LLC

The Westfield Economic Development Commission (“Commission”) proposes to recommend to the Common Council (“Council”) of the City of Westfield, Indiana (“City”) that the City make available proceeds of certain taxable economic development revenue bonds to Pure SEP, LLC (“Applicant”) for the financing of a portion of the costs of certain economic development facilities in the City.

In connection therewith, the Commission hereby reports as follows:

- A. The proposed economic development facilities consist of the construction and development by Applicant of an approximate 70,200 square foot commercial office building serving as the corporate headquarters of Software Engineering Professionals, Inc. (“SEP”), together with all necessary appurtenances, related improvements and equipment, including costs of issuance related to the financing. The Project will be situated on approximately 13.62 acres within the SEP Allocation Area (the “Project”) and will be leased to SEP by Applicant. The Project is expected to be completed and occupied by December 1, 2021.
- B. Other than the Project to be funded with proceeds of the bonds described herein, infrastructure improvements made necessary or desirable by the proposed Project include (1) development of a trail head and plaza, along with related improvements consisting of earthwork, storm drainage, paving, curbs, sidewalks, electrical, friber and landscaping and (2) construction of a roundabout at East 161st Street and S. Union Street and related improvements, including onsite drainage and water infrastructure necessary to serve the proposed Project, and will be constructed by the City at an estimated cost of \$747,000. No other public works or services, including public ways, schools, water, sewer, street lights and fire protection, not already existing or available, or for which provision has not been made, will be made necessary or desirable on account of the Project because any such works or services already exist or will be provided by Applicant or other parties.
- C. The total cost of the Project to be constructed and developed by Applicant is estimated to be approximately \$26,000,000, of which an amount not to exceed \$3,500,000 is proposed to be financed by the issuance of certain taxable economic development revenue bonds of the City.
- D. The Project is expected to create approximately 142 new jobs with and estimated annual payroll of \$13,500,000 at the end of year one, and at the end of five years, the Project is expected to create approximately 200 jobs with an annual estimated payroll of \$18,500,000.

- E. The Commission finds that the Project will not have a material adverse competitive effect on similar facilities already constructed or operating in the City.

* * * *

Adopted this 10th day of August, 2020.

President, City of Westfield
Economic Development Commission

Attest:

Secretary, City of Westfield
Economic Development Commission

ORDINANCE NO. 20-32

AN ORDINANCE AUTHORIZING THE CITY OF WESTFIELD, INDIANA TO
ISSUE ITS ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE
BONDS (SEP PROJECT) AND AUTHORIZING AND APPROVING OTHER
ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Westfield, Indiana (the “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 to issue revenue bonds for the purpose of financing, reimbursing or refinancing the costs of acquisition, construction, renovation, 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 (the “Redevelopment Commission”) and Pure SEP, LLC (the “Developer”) have entered into a Memorandum of Understanding (the “MOU”) providing for the provision of certain economic development assistance by the City and the Redevelopment Commission as an inducement to the Developer to proceed with the acquisition of certain real estate within the City, upon which the Developer intends to construct and develop an approximate 70,200 square foot commercial office building, together with all necessary appurtenances, related improvements and equipment (the “Project”), to be owned by Developer and leased to Software Engineering Professionals, Inc. (“SEP”) for use and occupancy as SEP’s corporate headquarters

WHEREAS, the Project will be located in or physically connected to the SEP Allocation Area (the “SEP Allocation Area”) within the Southside Economic Development Area, as established by the Redevelopment Commission;

WHEREAS, The Developer has advised the Westfield Economic Development Commission (the “Commission”) and the City concerning the Project and requests that the City issue its “Taxable Economic Development Tax Increment Revenue Bonds, Series 20__ (SEP Project)” (to be completed with such further or different designation as may be necessary or appropriate, including the year in which issued (the “Bonds”), pursuant to the Act, in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000), and lend the proceeds thereof, exclusive of costs of issuance of the Bonds, to Developer to provide funds for paying a portion of the costs of the Project;

WHEREAS, the financing of a portion of the costs of the Project results 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, on August 10, 2020, the 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 a portion of the costs of the 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, pursuant to and in accordance with the Act, and consistent with the terms of the MOU, the City desires to provide funds necessary to finance a portion of the costs of the Project by issuing the Bonds;

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

WHEREAS, the Bonds will be issued pursuant to a trust indenture, to be dated the first day of the month in which the Bonds are sold or delivered (or such other date as the officers of the City may hereafter approve) (the "Trust Indenture"), by and between the City and a corporate trustee to be selected by the City (the "Bond Trustee"), in order to obtain funds necessary to provide for the financing of a portion of the costs of the Project and costs of issuance of the Bonds, in accordance with a financing agreement, to be dated the first day of the month in which the Bonds are sold or delivered (or such other dates as the officers of the City may hereafter approve) (the "Financing Agreement"), by and between the City and Developer;

WHEREAS, pursuant to the Financing Agreement, Developer will make certain representations, warranties and commitments with respect to the Project which will permit the City to derive incremental real property taxes from the Project within the SEP Allocation Area (the "SEP TIF Revenues") which are 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, prior to the issuance of the Bonds, the Redevelopment Commission will pledge eighty percent (80%) of the SEP TIF Revenues to the payment of the Bonds (the "Pledged SEP TIF Revenues");

WHEREAS, the Bonds will be payable solely from the Pledged SEP TIF Revenues, and are not in any respect a general obligation of the unit, nor are they payable in any manner from revenues raised by taxation, other than from the Pledged SEP TIF Revenues;

WHEREAS, there has been submitted to the Commission for its approval forms of the Trust Indenture, the Financing Agreement and the form of this proposed Ordinance, which were incorporated by reference in the Commission's Resolution adopted on August 10, 2020, which Resolution has been transmitted to the Council; and

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 Common 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 Project, the issuance and sale of the Bonds, and the use of the net proceeds thereof by Developer to finance a portion of the costs of the 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 Bonds (with such further or different series designation as may be necessary or appropriate, including such designation to indicate the year in which issued), in the aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000), 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; (ii) be dated as of the date of issuance; (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 five percent (5.0%), with such interest to be 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 Bond Trustee as provided in the Trust Indenture or at such other place designated by the City in the Financing Documents; (x) be subject to optional or mandatory redemption as further described in the Financing Documents; and (xi) contain such other terms and provisions as may be provided in the Financing Documents. The Bonds shall be payable solely from the Pledged SEP TIF Revenues, upon such terms and conditions as otherwise provided in the Financing Documents and this Ordinance. The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, or payable in any manner from revenues raised by taxation, other than from the Pledged SEP TIF Revenues. The Bonds shall be purchased by and delivered to SEP. The Bonds may be purchased by the bond purchaser in installments and drawn down in installments.

Section 4. The Mayor, the Clerk-Treasurer of the City, and any other officer of the City, are hereby authorized and directed, in the name and on behalf of the City, to execute the Financing Documents, and execute or endorse any and all agreements, documents and instruments,

perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Documents, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

Section 5. The Mayor and the Clerk-Treasurer of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Council or the Commission, to approve such changes in the Financing Documents as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof, 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 this Ordinance and the Financing Agreement shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

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

Section 8. This Ordinance shall be in full force and effect immediately upon adoption.

ADOPTED AND PASSED THIS ____ DAY OF _____, 2020, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Scott Willis	_____ Scott Willis	_____ Scott Willis
_____ Jake Gilbert	_____ Jake Gilbert	_____ Jake Gilbert
_____ Joe Edwards	_____ Joe Edwards	_____ Joe Edwards
_____ 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

ATTEST:

Cindy J. Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 20-32 was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at ____:____.m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-32

this _____ day of _____, 2020

at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 20-32

this _____ day of _____, 2020

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/ M. Catherine Fanello.

This document prepared by M. Catherine Fanello, Esq. Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, IN 46032, (317) 238-6359.

FINANCING AND LOAN AGREEMENT

BETWEEN

PURE SEP, LLC

AND

CITY OF WESTFIELD, INDIANA

Dated as of [September] 1, 2020

The rights of the Issuer hereunder have been assigned to _____, _____,
Indiana, as Trustee under a Trust Indenture dated as of the date hereof from the Issuer.

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FINANCING AND LOAN AGREEMENT

This FINANCING AND LOAN AGREEMENT dated as of [September] 1, 2020 (“Financing and Loan Agreement”) between PURE SEP, LLC, a limited liability company organized, existing and authorized to do business under the laws of the State of Indiana (“Borrower”), and the CITY OF WESTFIELD, INDIANA (“Issuer”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

Indiana Code, Title 36, Article 7, Chapters 11.9, 12, 14 and 25, as supplemented and amended (collectively, “Act”), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of economic development facilities, for diversification of industry and promotion of job opportunities in or near the Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

The Westfield Redevelopment Commission (“Redevelopment Commission”) adopted an amending declaratory resolution on July 20, 2020 (“Amending Declaratory Resolution”) which Amending Declaratory Resolution was modified and confirmed by a confirmatory resolution adopted on [August 17, 2020] (“Confirmatory Resolution”), establishing the SEP Allocation Area pursuant to Indiana Code 36-7-14-39 (“SEP Allocation Area”) within the previously established Southside Economic Development Area (“Area”);

The Amending Declaratory Resolution approved a plan supplement to the original economic development plan (“Plan Supplement”) to add the hereinafter defined Project and the Amending Declaratory Resolution designated the SEP Allocation Area for the purpose of capturing property taxes generated from the incremental assessed value of real property in the Allocation Area (“SEP TIF Revenues”).

The Issuer, upon finding that the hereinafter defined Project and the proposed financing of the construction and equipping thereof will create additional employment opportunities in the City of Westfield, Indiana (“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.

The Issuer intends to issue its Taxable Economic Development Tax Increment Revenue Bonds, Series 2020 (SEP Project) (“Series 2020 Bonds”) in the aggregate principal amount of \$3,500,000 pursuant to the Trust Indenture dated as of [September] 1, 2020 (“Indenture”) from the Issuer to [The Huntington National Bank], as Trustee (“Trustee”), and lend the proceeds thereof, exclusive of costs of issuance of the Series 2020 Bonds, to the Borrower pursuant to the provisions of this Financing and Loan Agreement to finance the construction of certain economic development facilities consisting of an approximate 70,200 square foot commercial office building, together with all necessary appurtenances, related improvements and equipment (the “Project”), in or physically connected to the Allocation Area.

The Borrower will own the Project and lease the Project to Software Engineering Professionals, Inc. (“SEP”) for use and occupancy as SEP’s corporate headquarters.

This Financing and Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2020 Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2020 ("Series 2020 Note") substantially in the form attached hereto as Exhibit A.

Pursuant to the Indenture, the Issuer will pledge and assign the Series 2020 Note and assign certain of its rights under this Financing and Loan Agreement as security for the Series 2020 Bonds. The Series 2020 Bonds issued under the Indenture will be payable solely out of: (i) Pledged SEP TIF Revenues (as hereinafter defined); (ii) the payments to be made by the Borrower on the Series 2020 Note and any other Notes issued hereunder; and (iii) proceeds of the Series 2020 Bonds.

In consideration of the premises, the loan of the proceeds of the Series 2020 Bonds to be made by the Issuer, the acceptance of the Series 2020 Note by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest payable on the Series 2020 Note, any Additional Notes issued hereunder and any notes issued in substitution therefor ("Notes") and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this Financing and Loan Agreement.

This Financing and Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this Financing and Loan Agreement to be kept, performed and observed by the Borrower, then this Financing and Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

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

“Act” means, collectively, Indiana Code 36-7-11.9, -12, -14 and -25, and any successor provisions of the Indiana Code or successor codes.

“Allocation Area” means the SEP Allocation Area within the Area as established by the Redevelopment Commission pursuant to its Resolution No. 08-20, adopted on June 20, 2020, in accordance with Indiana Code 36-7-14, for the purpose of capturing Tax Increment.

“Allocation Fund” means the SEP Allocation Fund established under Indiana Code 36-7-14 for the SEP TIF Revenues collected in the SEP Allocation Area.

“Annual Fees” means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the Issuer related to monitoring SEP TIF Revenues and any issues arising related to the Series 2020 Bonds or the Project.

“Area” means the Southside Economic Development Area.

“Authorized Representative” means: (i) as to the Borrower means any officer of the Borrower or any other person certified by an officer of the Borrower to be such, and shall serve as Authorized Representative for the Borrower; and (ii) as to the Issuer means any person so designated by resolution of the Redevelopment Commission authorized by and for the Issuer to serve as Authorized Representative for the Issuer.

“Bond Counsel” means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

“Bond Fund” means the Bond Fund established by Section 4.2 of the Indenture.

“Bond Year” means each twelve-month period ending on any bond payment date.

“Bondholder” or any similar term means the registered owner of a Bond.

“Bonds” means the Series 2020 Bonds, the Additional Bonds and any other bonds issued under the Indenture.

“Borrower” means Pure SEP, LLC, a limited liability company duly organized, existing and authorized to do business in the State of Indiana, or any successors thereto permitted under Section 3.3 hereof.

“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.

“Commission” means the Westfield Economic Development Commission.

“Completion Date” means the date of delivery by the Borrower to the Trustee of the certificate required by Section 4.3(d) of the Indenture, evidencing the completion of the Project.

“Construction Fund” means the Construction Fund established in Section 4.3 of the Indenture.

“Costs of Construction” means the categorical costs of providing for an “economic development project” as defined and set forth in the Act as follows:

(i) the “Bond Issuance Costs,” namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Redevelopment Commission in connection with the issuance and sale of the Series 2020 Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the fees and disbursements of the Issuer or Redevelopment Commission’s financial advisor, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower’s accountants, the fees and disbursements of counsel to the Issuer and the Redevelopment Commission, the fees and disbursements of counsel to the purchasers of the Series 2020 Bonds, the costs of preparing or printing the Series 2020 Bonds and the documentation supporting the issuance of the Series 2020 Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;

(iii) all costs and expenses which Issuer or Borrower shall be required to pay (including costs and expenses for architectural and engineering, development, consultant and legal services) for or in connection with the construction of the Project; and

(iv) any sums required to reimburse Issuer, Redevelopment Commission or Borrower for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

“Indenture” means the Trust Indenture dated as of [September] 1, 2020, from the Issuer to the Trustee and all amendments and supplements thereto.

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

“Loan” means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2020 Bonds.

“Note” or “Notes” means the Series 2020 Note, the Additional Notes and any Notes issued in exchange therefor pursuant to Section 3.8 hereof.

“Outstanding,” with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the Indenture and with reference to Notes means all Notes theretofore issued and not yet paid and discharged under the terms of this Financing and Loan Agreement with respect to the Notes.

“Pledged SEP TIF Revenues” means eighty percent (80%) of the SEP TIF Revenues pledged to the payment of the Series 2020 Bonds pursuant to the TIF Pledge Resolution.

“Project” means the construction and development of an approximate 70,200 square foot commercial office building, together with all necessary appurtenances, related improvements and equipment and costs of issuance, in or physically connected to the Allocation Area.

“Purchaser” means Software Engineering Professionals, Inc. a corporation, organized, existing and authorized to do business in the State of Indiana.

“Qualified Investments” shall mean (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) A 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.

“Redevelopment Commission” means the Westfield Redevelopment Commission.

“SEP TIF Revenues” means the Tax Increment generated in the Allocation Area received by the Redevelopment Commission and deposited in the Allocation Fund pursuant to the provisions of Indiana Code 36-7-14.

“Series 2020 Bonds” or “Bonds” means the Taxable Economic Development Tax Increment Revenue Bonds, Series 2020 (SEP Project) to be issued by the Issuer under the Indenture in the aggregate principal amount of [\$3,400,000]. For purposes of this Financing and Loan Agreement, the Series 2020 Bonds also shall include any “Additional Bonds” issued pursuant to the Indenture.

“Series 2020 Note” means the Series 2020 Note of the Borrower in the aggregate principal amount of [\$3,400,000] in substantially the form attached hereto as Exhibit A which

will be issued and delivered by the Borrower to the Issuer to evidence the loan of the proceeds of the Series 2020 Bonds and any Note issued in exchange therefor pursuant to Section 3.8 hereof.

“State” means the State of Indiana.

“Tax Increment” means all property tax proceeds attributable to the assessed valuation of real property and depreciable personal property of designated taxpayers 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 Series 2020 Bonds.

“TIF Pledge Resolution” means the resolution of the Redevelopment Commission adopted on [August 17], 2020, pledging eighty percent (80%) of the SEP TIF Revenues to the payment of debt service on the Series 2020 Bonds.

“Trustee” means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean [The Huntington National Bank, Indianapolis, Indiana].

“Written Request” means a request in writing from an authorized representative of the party making the request.

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

(a) “This Financing and Loan 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 Loan 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 and Loan 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 and Loan Agreement.

Exhibit A. Form of Series 2020 Note.

(End of Article 1)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2020 BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

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

(b) The Issuer agrees to provide funds from the issuance of the Series 2020 Bonds for financing the Costs of Construction, subject to the consideration of the Series 2020 Note, all for the benefit of the holders of the Series 2020 Bonds, to benefit the health, safety, morals and general welfare of the citizens of the City, increase economic well-being of the State, promote job opportunities and attract major new businesses and to secure the Series 2020 Bonds by pledging its interest in this Financing and Loan Agreement and the Series 2020 Note to the Trustee.

(c) The Issuer represents that the Series 2020 Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the Issuer, because the Issuer recognizes that the Series 2020 Note has not been registered under the Securities Act of 1933.

(d) The Issuer covenants that it will: (i) to the extent collected, timely pay (or cause to be paid) the Pledged SEP TIF Revenues to the Trustee as provided in Sections 4.5 and 11.13 of the Indenture; and (ii) otherwise comply with all of its obligations under the Indenture and this Agreement.

(e) The Issuer represents and warrants that the TIF Pledge Resolution of the Redevelopment Commission was validly adopted and constitutes a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

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

(a) The Borrower is a limited liability company duly organized, existing and authorized to do business under the laws of the State, is not in violation of any provision of its Articles of Organization or Operating Agreement, has not received notice and has no reasonable grounds to believe that it is in violation of any laws in any manner material to its ability to perform its obligations under this Financing and Loan Agreement and the Series 2020 Note, has power to enter into and to perform its obligations under this Financing and Loan Agreement and the Series 2020 Note, and has duly authorized the execution and delivery of this Financing and Loan Agreement and the Series 2020 Note by appropriate limited liability company action.

(b) All of the proceeds from the Series 2020 Bonds (including any income earned on the investment of such proceeds) will be used solely for Costs of Construction.

(c) The Borrower intends to operate or cause the Project to be operated as an economic development facility under the Act until the expiration or earlier termination of this Financing and Loan Agreement as provided herein.

(d) Neither the execution and delivery of this Financing and Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2020 Note nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will contravene the Borrower's Articles of Organization or Operating Agreement or any law or any governmental rule, regulation or order presently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower 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 Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this Financing and Loan Agreement and the Series 2020 Note 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) Assuming the due authorization, execution and delivery thereof by the other parties thereto, this Loan Agreement and the Series 2020 Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, 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 the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Series 2020 Note.

(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 Loan Agreement or the Series 2020 Note.

(i) The Borrower expects the Project to be completed by December 1, 2021.

Section 2.3. Loan of Series 2020 Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2020 Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 and 4.3 of the Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2020 Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledges and assignments of the Series 2020 Note and the assignment of the Issuer'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 Issuer hereunder other than the rights of the Issuer to receive payments under Section 3.7, 3.9 and 3.10 hereof and agrees to execute and deliver supplements and amendments to this Loan Agreement pursuant to Section 8.1 hereof.

Section 3.2. Payment of Notes; Payments Pledged. (a) Principal and interest on the Notes is payable solely from available Pledged SEP TIF Revenues. To the extent the SEP TIF Revenues are not sufficient, the amount of any insufficiency shall accrue and remain unpaid until such time as funds are available therefor as provided in Section 11.13 of the Indenture, at which time such funds shall be used and applied to first pay current interest and principal then due on the Note and then pay accrued and unpaid interest and principal on the Note at the rates and at the places and in the manner mentioned in the Notes and this Loan Agreement according to the true intent and meaning thereof. Any such payment will be subject to the following: on or before any principal payment date for the Series 2020 Bonds or any other date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Series 2020 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will pay in immediately available funds, a sum which, together with any amounts available for such payment in the Bond Fund (including without limitation any Pledged SEP TIF Revenues), will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption or acceleration or otherwise) and interest on the Bonds is due as provided in the Indenture.

(b) To the extent the Pledged SEP TIF Revenues are insufficient for such purposes, the Borrower agrees to pay directly to the Trustee so long as there are Series 2020 Bonds outstanding (i) Annual Fees incurred under the Indenture, as and when the same become due; (ii) all costs (not including the principal of and interest on the Series 2020 Bonds) incident to the payment of the principal of, premium, if any, and interest on the Series 2020 Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Series 2020 Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the Loan Agreement or the Indenture by the City, the Trustee or the Series 2020 Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the Financing and Loan Agreement; provided, however, that the Borrower may, without creating a default under the Financing and Loan 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.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the Bondholders that all payments pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution,

waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Borrower's title to the Project or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this Loan Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the Issuer under this Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Loan Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Loan Agreement for the benefit of the holders of the Bonds.

(d) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by the Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to Trustee at its principal office all the amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(e) Subject to the provisions of Section 3.2(a), the obligations of the Borrower to make the required payments and to perform and observe the other agreements on its part shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer, and the Borrower shall pay absolutely during the term of this Loan Agreement the payments to be made on account of the Loan and all other payments required thereunder free of any deductions and without abatement, diminution or set-off; and until such time as the principal of, premium, if any, and interest on the Series 2020 Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose,

any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the Issuer 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 Loan Agreement or the Indenture.

(f) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Notes whether or not the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 3.3. Reserved.

Section 3.4. Borrower Duties Under Indenture. The Borrower agrees to perform all matters provided by the Indenture to be performed by the Borrower and to comply with all provisions of the Indenture to be complied by the Borrower.

Section 3.5. Assignment, Sale or Other Disposition of Project. Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of Section 3.12 hereof.

Section 3.6. Trustee's Right to Perform Borrower's Covenants; Advances. Only if the owner of the Bonds is other than the Purchaser, if the Borrower shall fail to (i) complete or cause the completion of the construction of the 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 the Borrower, may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default, and any sums so advanced by the Trustee shall be repayable by the Borrower on demand and shall bear interest at the Trustee bank's prime rate plus two percent (2%) from the date of the advance until repaid.

Section 3.7. Indemnity. The Borrower will pay, protect, defend, indemnify and save the Issuer, the Commission, the Redevelopment Commission and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer and the Trustee), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to the following:

(a) Violation by the Borrower of any agreement or condition of this Loan Agreement or the Indenture;

(b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, or a part thereof;

(c) Violation of any law, ordinance or regulation by the Borrower arising out of the ownership, occupancy or use of the Project, or a part thereof;

(d) Any act, failure to act, or misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees;

(e) The provision of any information or certification furnished by the Borrower to the Bondholders in connection with the issuance and sale of the Bonds or the Project; and

(f) Arising out of or in connection with the acceptance or administration of the trusts by the Trustee pursuant to this Indenture.

If any proceeding is instituted for which indemnity may be sought under this Section 3.7, the party that may seek such indemnity shall notify the Borrower and the Issuer in writing in a timely manner to allow the Borrower to defend any action or claim in such proceeding. The foregoing shall not be construed to prohibit the Borrower from pursuing its remedies against either the Issuer or the Trustee for damages to the Borrower resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of either the Issuer or the Trustee.

The indemnifications set forth herein shall survive the termination of this Loan Agreement and the resignation or removal of the Trustee.

Section 3.8. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest already paid on such Note; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.9. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee proceeds from the sale of the Series 2020 Bonds in the manner specified in Article III of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in such Article.

The Borrower and the Issuer agree that all moneys in any Fund established by the Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. Provided, however, that if the Issuer fails to provide written direction to the Trustee, the Trustee may invest and reinvest money in the funds held by the Trustee in subsection (iv) of the definition of Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. The Trustee shall not be liable or responsible for any loss resulting from any such investment properly obtained in accordance with the Borrower's direction. 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 Issuer and the Borrower each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Borrower 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 3.10. Credits on Notes. Notwithstanding any provision contained in this Loan Agreement or in the Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) any moneys deposited by the Trustee in the Bond Fund for payment on the Series 2020 Bonds (including without limitation any Pledged SEP TIF Revenues) shall be credited against the obligation of the Borrower to pay the amounts due on the Notes as they become due; and

(b) the principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Trustee, or acquired by the Trustee and cancelled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of the Series 2020 Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or cancelled. Series 2020 Bonds held by the Borrower for its account shall not be considered a credit hereunder.

Section 3.11. Completion of Project. (a) For the benefit of the Issuer and the Bondholders and in order to fulfill the purposes of the Act, the Borrower agrees that it will make, execute, acknowledge and deliver (or cause to be made, executed, acknowledged and delivered) any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power which may be requisite or proper for the substantial completion (as certified by the Borrower) of the construction of the Project by December 1, 2021.

(b) The Issuer does not make any warranty, either express or implied, that the moneys, which will be paid into the Construction Fund and which under the provisions of this Loan Agreement will be available for payment of the Costs of Construction, will be sufficient to pay all of the Costs of Construction. The Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee, or the holders of any of the Series 2020 Bonds in excess of the funds available in the Construction Fund, nor shall it be entitled to any diminution in or abatement or postponement of the amounts payable hereunder or under the Series 2020 Note.

(b) The Issuer has, in Section 4.3 of the Indenture, authorized and directed Trustee to make payments from the Construction Fund to pay the Costs of Construction, or to reimburse Borrower or the Issuer for any Costs of Construction paid by it in the manner and subject to the provision of Section 4.3 thereof.

(c) Any excess proceeds in the Construction Fund at such time shall be deposited in the Bond Fund and used to prepay the Notes as provided in Section 4.2 hereof.

Section 3.12. Sale, Substitution, or Lease of the Project. The Borrower, subject to the written consent of the Issuer (which consent shall not be unreasonably withheld), may sell, lease or transfer or otherwise dispose of the Project or any portion thereof only if the sale, lease or transfer or other disposition shall not relieve the Borrower from liability from all payments due under this Loan Agreement and the performance of all of the other obligations of this Loan Agreement, unless the transferee accepts, agrees and assumes in writing to pay and perform all of the obligations of the Borrower herein and be bound by all of the agreements of the Borrower

contained in this Loan Agreement to the same extent as if the transferee had originally executed this Financing and Loan Agreement.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 2020 NOTE

Section 4.1. [Optional Prepayment]. (a) The Series 2020 Note is subject to optional prepayment by the Borrower, in whole or in part, on any date, on fifteen (15) days' notice, at a price of 100% of the outstanding principal amount thereof plus interest accrued to the redemption date, without premium.

(b) In order to exercise such option to prepay the Series 2020 Note, in whole or in part, the Borrower must cause funds to be deposited with the Trustee to pay the principal of and accrued interest on the portion of the Series 2020 Note to be prepaid and the corollary redemption of the Series 2020 Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2020 Bonds shall be credited against the installment or installments of principal due on the Series 2020 Note corresponding to the maturity of the Series 2020 Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2020 Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.]

Section 4.2. [Mandatory Prepayment]. Redemption of Bonds with proceeds derived under Section 4.4 or 4.5 of the Indenture shall be deemed prepayment of the Notes in the same amount as the amount of Bonds redeemed.]

Section 4.3. [Notice of Prepayment]. The Borrower shall give the Trustee not less than fifteen (15) days prior written notice of any prepayment of the Series 2020 Note pursuant to Sections 4.1 and 4.2 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2020 Bonds in the amounts corresponding to the Series 2020 Note to be prepaid.

(End of Article IV)

ARTICLE V.

ADDITIONAL NOTES

Section 5.1. Issuance of Additional Notes. So long as no event of default (as defined in Section 6.1 hereof) has occurred and is continuing and subject to the conditions set forth in Section 5.2 of this Agreement, the Borrower from time to time may issue to the Issuer (but only to the Issuer) one or more Notes pursuant to this Loan Agreement in addition to the Series 2020 Note ("Additional Notes").

Any Additional Note shall (i) be issued only in connection with the issuance of Additional Bonds, (ii) be lettered to correspond with the series of Additional Bonds the proceeds of which are being used to make the loan to the Borrower evidenced by such Additional Note, (iii) be substantially in the form of the Series 2020 Note attached hereto as Exhibit A (with appropriate variations or insertions), (iv) be pledged and assigned by the Issuer to the Trustee as security for a corresponding series of Additional Bonds concurrently issued and sold under the Indenture, (v) be issued in the same principal amount as such corresponding series of Additional Bonds, (vi) be issued with the same final maturity date as such corresponding series of Additional Bonds, (vii) be issued with the same rate or rates of interest payable at the same time or times as such corresponding series of Additional Bonds, and (viii) require payments of installments of principal in the same amounts and at the same time as any redemptions or payments of principal of such corresponding series of Additional Bonds.

Additional Notes shall be authorized by a supplement to this Loan Agreement. Upon the issuance and sale of any Additional Notes the same shall, together with any other Note then outstanding, be equally and ratably secured by this Loan Agreement.

It is the intent hereof that the rights and remedies of the holders of the Notes be equal and *pari passu* and nothing contained herein or in any supplement to this Loan Agreement shall be deemed to give the holders of any Notes any rights or remedies superior or inferior to the rights and remedies of the holder or holders of any other Notes.

Section 5.2. Conditions to Issuance of Additional Notes. Prior to the issuance and sale of any Additional Note, and as a condition precedent thereto, the following documents and showings shall be executed and delivered to the Trustee:

(a) If an Additional Note is being issued, a supplement to this Loan Agreement, executed by the Borrower and the Issuer, specifying the principal amount, rate of interest, maturity, terms of optional prepayment, if any, a description of the additions to the Project, such that the total value of the Project is equal to or greater than the principal amount of all Notes issued and outstanding hereunder, the form of such Additional Note and a supplement to the Indenture, executed by the Issuer and the Trustee, creating the Additional Bonds being issued and sold to finance the purchase of such Additional Note, specifying the terms thereof, pledging and assigning such Additional Note as security therefor and providing for the disposition of the proceeds of the sale thereof.

(b) A certificate of the Borrower, executed by the authorized representative thereof, stating that no event of default (as defined in Section 6.1 hereof) has occurred and is continuing and that no event has occurred and is continuing which, with the lapse of time or giving of notice, or both, would constitute such an event of default.

(c) Such other certificates and opinions of counsel as the Trustee may reasonably request.

(d) Consent of the Purchaser.

Section 5.3. Issuer Not Obligated to Accept Additional Notes. If the Borrower meets and complies with all the conditions and requirements set out in this Article V, the Issuer shall cooperate fully with the Borrower to procure the financing and shall use its best efforts to make such financing available through Additional Notes issued in accordance with the terms hereof. Notwithstanding the preceding sentence, nothing contained in this Loan Agreement shall be interpreted as creating any obligation on the part of the Issuer to make any additional loan to the Borrower nor to accept any Additional Note evidencing any such loan, it being the intent hereof to reserve to the Issuer full and complete discretion to decline any such loan.

Section 5.4. Limitation on Notes. No Notes may be issued hereunder except for the Series 2020 Note, the Additional Notes and Notes issued in exchange therefor pursuant to Section 3.8 hereof.

(End of Article V)

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 6.1. Events of Default. The occurrence and continuance of any of the following events shall constitute an “event of default” hereunder:

(i) failure of the Borrower to pay any installment due on any Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise; provided, however, so long as the Borrower is the holder of the Series 2020 Bonds, a failure to pay an installment on the Note shall not constitute a default under this Section; or

(ii) failure of the Borrower to observe and perform any other covenant, condition or provision hereof, including all warrants and representations, and to remedy such default within 30 days after notice thereof from the Trustee to the Borrower, unless the Issuer shall have consented thereto in writing; or

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower 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 the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for ninety days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Borrower 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 the Borrower or of any substantial part of its property, or the making by the Borrower of any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(v) any event of default under Section 7.1 of the Indenture, except that a default under Section 7.1(d) shall not create a right of acceleration except to the extent that Pledged SEP TIF Revenues are on hand and available to pay debt service on the Series 2020 Bonds.

Section 6.2. Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration. The Trustee may, by written notice to the Borrower, declare the principal of the Notes (if not then due and payable) to be due and payable immediately, and upon any such declaration the Notes thereon shall become and be immediately due and payable, anything in the Notes or in this Loan Agreement contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the Notes shall have been declared and become due and payable, all arrears, if any, upon the Notes and the expenses of the Trustee

and the Issuer shall be paid by the Borrower, and every other default in the observance or performance of any covenant, condition or agreement in the Notes or in this Loan Agreement contained shall be made good, or be secured, to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the event of default by reason of which the Notes shall have been so declared and become due and payable shall be considered waived by the Trustee, and such declaration and its consequences shall be considered annulled and rescinded; but no such waiver, rescission or annulment shall extend to or affect any subsequent event of default or impair any right consequent thereon. Notwithstanding the foregoing, the Bondholder may waive any event of default. The Issuer's obligation as to any SEP TIF Revenues shall not be subject to acceleration.

Section 6.3. 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 the Notes or this Loan 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 reasonable costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

Section 6.4. Payment of Defaulted Amounts on Demand of Trustee. If the Borrower shall fail to pay any installment due on the Notes when and as the same shall become due and payable, as therein and herein expressed; then, upon written demand of the Trustee, the Borrower will pay to the Trustee, the whole amount which then shall have become due and payable on the Notes and in addition thereto such further amount as shall be sufficient to cover the reasonable cost and expenses of collection, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and any reasonable expenses or liabilities incurred by the Trustee hereunder.

Section 6.5. Trustee May Enforce Demand. If the Borrower shall have failed to pay such amounts due on the Notes and other amounts upon demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of this Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 6.6. 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 6.7. 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 Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 6.8. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower 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 Loan Agreement; and the Borrower 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 6.9. 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 Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 6.10. Rights of the Trustee. If there shall be pending proceedings for the bankruptcy or for the reorganization of the Borrower under the United States Bankruptcy Code or any other applicable law, or in case a receiver, trustee, or custodian shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the creditors or property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to the Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the Owners of the Series 2020 Bonds allowed in such judicial proceedings relative to the Borrower, its creditors, or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and

expenses, including reasonable counsel fees and expenses incurred by it to the date of such distribution.

Section 6.11. Waiver of Events of Default. If after any event of default shall have occurred under this Loan Agreement and prior to the Trustee exercising any of the remedies provided in this Article, the Borrower shall have completely cured such default, such default may be waived at the discretion of the Issuer and, if so waived, shall be rescinded and annulled by the Trustee by written notice given to the Borrower. In addition, if the acceleration of the maturity of the Bonds shall have been annulled and rescinded in accordance with the provisions of the Indenture, then the acceleration of all loan payments and any other outstanding indebtedness under this Loan Agreement shall likewise be annulled and rescinded. No such waiver, annulment or rescission shall affect any subsequent default or impair any right or remedy consequent thereon.

(End of Article VI)

ARTICLE VII.

IMMUNITY

Section 7.1. Immunity. No covenant or agreement contained in the Series 2020 Bonds, this Loan Agreement or the Indenture shall be deemed to be a covenant or agreement of any member of the Issuer or the Commission or of any officer or employee of the Issuer, the Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Commission, nor any officer or employee of the Issuer executing the Series 2020 Bonds shall be liable personally on the Series 2020 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2020 Bonds.

(End of Article VII)

ARTICLE VIII.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 8.1. Supplements and Amendments to this Loan Agreement. Subject to the provisions of Article X of the Indenture, the Borrower and the Issuer may, with the consent of the Trustee, from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VIII)

ARTICLE IX.

DEFEASANCE

Section 9.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver (except for any Pledged SEP TIF Revenues) or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article IX)

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.1. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, the Trustee and the holder of the Notes, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 10.2. Severability. If any one or more of the provisions contained in this Loan Agreement or in the Notes 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 10.3. Limitation on Interest. No provisions of this Loan Agreement or of the Notes 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 in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower 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 Loan Agreement and the Notes inconsistent with this provision.

Section 10.4. Addresses for Notice and Demands. 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 Issuer, the Borrower 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 Loan Agreement. Until otherwise provided by the respective parties, all notices, demands certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Westfield, Indiana
	<u>Westfield, IN _____</u>
	Attention: Clerk-Treasurer

To the Borrower:

Pure SEP, LLC

Attention:

With a copy to:

Attention: E. Scott Treadway

To the Trustee:

Section 10.5. Successors and Assigns. Whenever in this Loan 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 Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 10.6. Counterparts. This Loan 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 Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 10.7. Governing Law. It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

(End of Article X)

IN WITNESS WHEREOF, the Issuer has caused this Loan Agreement to be executed in its name by its authorized officers and has caused its corporate seal to be hereunto affixed, and the Borrower has caused this Loan Agreement to be executed in their names, all as of the date first above written.

PURE SEP, LLC

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(SEAL)

Attest:

By: _____
Clerk-Treasurer

This instrument prepared by M. Catherine Fanello, Krieg DeVault LLP, 12800 N. Meridian St., Suite 300, Carmel, Indiana 46032.

EXHIBIT A

FORM OF PURE SEP, LLC NOTE, SERIES 2020

FOR VALUE RECEIVED, the undersigned, Pure SEP, LLC ("Borrower"), a limited liability company organized, existing and authorized to do business in the State of Indiana, hereby promises to pay to the order of the City of Westfield, Indiana ("Issuer"), in immediately available funds, the principal sum of \$ _____ and interest thereon, during the term of the Financing and Loan Agreement ("Financing and Loan Agreement"), dated as of _____ 1, 2020, between the Issuer and the Borrower, commencing on _____, 20____, and on one Business Day prior to each February 1 and August 1 thereafter in immediately available funds, a sum which, together with any moneys available therefor in the Bond Fund under the Indenture (including without limitation any Pledged SEP TIF Revenues (as defined in the Loan Agreement)), will equal the principal and interest which will become due on the next day on the Series 2020 Bonds (as hereinafter defined), all subject to the presence of other available money for such installment in the Bond Fund under the Trust Indenture, dated as of _____ 1, 2020 ("Indenture"), between the Issuer and _____, as Trustee ("Trustee"). To the extent that the Borrower is also the Bondholder of the Series 2020 Bonds ("Bondholder"), the Bondholder may forego the principal and interest due to the extent Pledged SEP TIF Revenues are not available.

Payments hereunder are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the "City of Westfield, Indiana Taxable Economic Development Revenue Bonds, Series 2020 (SEP Project)" ("Series 2020 Bonds") issued pursuant to the Indenture. All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Series 2020 Note.

This Series 2020 Note is issued pursuant to the Financing and Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason.

The Series 2020 Note is subject to prepayment prior to maturity in the manner stated in the Loan Agreement.

In certain events and in the manner set forth in the Financing and Loan Agreement, the entire amount of this Series 2020 Note may be declared to be due and payable. In certain events and in the manner set forth in the Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer

under or in connection with this Series 2020 Note. All amounts payable hereunder are payable without relief from valuation and appraisal laws.

In any case where the date of payment hereunder shall not be on a Business Day, then such payment shall be made on the next preceding Business Day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Series 2020 Note which are defined in the Financing and Loan Agreement shall have the meanings assigned to them in the Financing and Loan Agreement.

IN WITNESS WHEREOF, the Borrower has executed this Series 2020 Note.

Dated _____, 2020.

PURE SEP, LLC

By: _____

Printed: _____

Title: _____

ENDORSEMENT

Pay, without recourse, to _____, Indianapolis, Indiana, as Trustee under the Trust Indenture dated as of _____ 1, 2020, from the undersigned.

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(SEAL)

Attest:

By _____
Clerk-Treasurer

TRUST INDENTURE

BETWEEN

CITY OF WESTFIELD, INDIANA

AND

[THE HUNTINGTON NATIONAL BANK],
As Trustee

[\$3,400,000]

CITY OF WESTFIELD, INDIANA

TAXABLE ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS,
SERIES 2020 (SEP PROJECT)

Dated as of [September] 1, 2020

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TRUST INDENTURE

This TRUST INDENTURE dated as of the first day of January, 2020, by and between the CITY OF WESTFIELD, INDIANA (“Issuer” or “City”), a municipal corporation duly organized and existing under the laws of the State of Indiana and [THE HUNTINGTON NATIONAL BANK], with a corporate trust office in the City of Indianapolis, Indiana as Trustee (“Trustee”);

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, -12, -14 and -25 (collectively, “Act”), authorize and empower the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced Pure SEP, LLC, an Indiana limited liability company (“Borrower”), to proceed with the financing of the construction of certain economic development facilities, consisting of an approximate 70,200 square foot commercial office building, together with all necessary appurtenances, related improvements and equipment (collectively “Project”), in or physically connected to the SEP Allocation Area, as established by the Westfield Redevelopment Commission (the “Redevelopment Commission”), by offering to issue its Taxable Economic Development Tax Increment Revenue Bonds, Series 2020 (SEP Project) in the principal amount not to exceed \$3,500,000 (“Series 2020 Bonds”), pursuant to this Trust Indenture and to lend the proceeds thereof to the Borrower pursuant to the Financing and Loan Agreement, dated as of [September] 1, 2020, between the Issuer and the Borrower (“Financing and Loan Agreement”) for the purpose of paying costs of the Project and issuance expenses;

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1-4, the Westfield Economic Commission held a public hearing, and upon finding that the Project and the proposed financing thereof will create additional employment opportunities in the City; benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana; and will comply with the purposes and provisions of the Act, the Issuer adopted an ordinance approving the proposed financing;

WHEREAS, Indiana Code 36-7-14 provides that a redevelopment commission of a municipality may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Series 2020 Bonds; and

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

WHEREAS, the Financing and Loan Agreement provides for the use of the proceeds of the Bonds by the Borrower to pay or reimburse the Borrower for a portion of the costs of the construction and equipping of the Project, and, pursuant to this Indenture, the Issuer will assign certain of its rights under the Financing and Loan Agreement to the Trustee; and

WHEREAS, the execution and delivery of this Trust 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 Issuer; and

WHEREAS, the Westfield Redevelopment Commission ("Redevelopment Commission") has, by resolution, irrevocably dedicated and pledged to the Issuer the Pledged SEP TIF Revenues to offset the loan repayment by the Borrower used to pay the debt service on the Series 2020 Bonds; and

WHEREAS, the Financing and Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2020 Bonds to the extent that Pledged SEP TIF Revenues are not sufficient and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2020 ("Series 2020 Note") in substantially the form attached thereto as "Exhibit A;" and

WHEREAS, pursuant to this Indenture, the Issuer will endorse the Series 2020 Note without recourse and assign certain of its rights under the Financing and Loan Agreement as security for the Series 2020 Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 2020 Note, after taking into account Pledged SEP TIF Revenues, if any, and any other Notes issued under the Financing and Loan Agreement except to the extent paid out of Bond proceeds; and

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

(Form of Series 2020 Bonds)

NO. _____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF WESTFIELD, INDIANA

TAXABLE ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS,
SERIES 2020 (SEP PROJECT)

INTEREST <u>RATE</u>	MATURITY <u>DATE</u>	ORIGINAL <u>DATE</u>	AUTHENTICATION <u>DATE</u>
_____%	_____, 20__	_____, 20__	_____, 20__

REGISTERED OWNER: SOFTWARE ENGINEERING PROFESSIONALS, INC.

PRINCIPAL AMOUNT: _____(\$_____)

The City of Westfield, Indiana (“Issuer”), a municipal corporation duly 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 payments on the Series 2020 Note and Pledged SEP TIF Revenues (each as defined in the hereinafter defined Indenture) hereinafter referred to, pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date set forth above, or so much of the Principal Amount as shall have been advanced, unless this Series 2020 Bond (as hereinafter defined) 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 those payments, at the Interest Rate specified above per annum payable on [February] [March] 1, 20____, and on each [February][March] 1 and [August][September] 1 thereafter (“Interest Payment Dates”) until the Principal Amount advanced is paid in full. Interest on this Series 2020 Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof (“Interest Date”), unless this Series 2020 Bond is authenticated on or prior to _____ 15, 2020, the Interest Date shall be the Original Issue Date specified above, or if this Series 2020 Bond is authenticated after the fifteenth day of the month preceding an Interest Payment Date (“Record Date”), the Interest Date shall be such Interest Payment Date.

The principal of and premium on, if any, this Series 2020 Bond are payable at the office of [The Huntington National Bank][Indianapolis, Indiana], as Trustee, or at the payment office of any successor trustee or paying agent. All payments of interest hereon will be made by the Trustee by check mailed one Business Day prior to each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date.

This Series 2020 Bond is the only one of an authorized issue of bonds of the Issuer designated as the Taxable Economic Development Tax Increment Revenue Bonds, Series 2020 (SEP Project) (“Series 2020 Bonds”) which is being issued under the hereinafter described Indenture in the aggregate principal amount of \$_____. The Series 2020 Bonds are being issued for the purpose of providing funds to finance the construction of certain economic development facilities, consisting of the construction and development of an approximate 70,200 square foot commercial office building, together with all necessary appurtenances, related improvements and equipment and costs of issuance (collectively “Project”), in or physically connected to the SEP Allocation Area in the City of Westfield, Indiana, by providing such funds to the Borrower pursuant to the Financing and Loan Agreement dated as of [September] 1, 2020 (“Financing and Loan Agreement”) between the Borrower and the Issuer which prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the Issuer its Note, Series 2020 (“Series 2020 Note”) in a principal amount equal to the principal amount of such Series 2020 Bonds in order to evidence such loan.

The Series 2020 Bonds are issued under and entitled to the security of a Trust Indenture dated as of [September]1, 2020 (“Indenture”) duly executed and delivered by the Issuer to _____, _____, _____, as Trustee (the term Trustee” where used herein referring to the Trustee or its successors), pursuant to which Indenture, the Pledged SEP TIF Revenues (as defined in the Indenture) and the Series 2020 Note and all rights of the Issuer under the Financing and Loan Agreement, except certain rights to payment for expenses, indemnity

rights and rights to perform certain discretionary acts as set forth in the Financing and Loan Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Series 2020 Bonds. THE OWNER OF THIS SERIES 2020 BOND, BY ACCEPTANCE OF THIS SERIES 2020 BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 2020 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 Series 2020 Bonds and the Pledged SEP TIF Revenues in connection with investment in the Series 2020 Bonds. It has received, read and had an opportunity to comment upon copies of the Indenture and the Financing and Loan Agreement. Prior to the purchase of the Series 2020 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 Series 2020 Bonds, the tax status of the Series 2020 Bonds, the Circuit Breaker (as hereinafter defined), legal opinions and enforceability of remedies, and the security therefor, 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.
3. It understands that the collection by the Issuer or the Redevelopment Commission of the Pledged SEP TIF Revenues may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property (“Circuit Breaker”). It further understands that the Issuer does not have the authority to levy a tax to pay debt service on the Series 2020 Bonds.
4. It is acquiring the Series 2020 Bonds for its own account with no present intent to resell; and will not sell the Series 2020 Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws; [it does have the present intent to collaterally assign the Series 2020 Bonds to a financial institution)“Lender”) as collateral on a loan and it reasonably believes the Lender is a bank as defined in Section (3)(a)(2) of the Securities Act of 1933, as amended.]
5. It has investigated the security for the Series 2020 Bonds, including the availability of Pledged SEP TIF Revenues to its satisfaction, and it understands that the Series 2020 Bonds are payable from loan repayments from the Borrower under the Financing and Loan Agreement, offset by available Pledged SEP TIF Revenues, if any.
6. It understands that interest on the Series 2020 Bonds is taxable for federal income tax purposes.

The Series 2020 Bonds are issuable in registered form in the denominations of \$100,000 and integral multiples of \$5,000 in excess thereof as fully registered Bonds. This Series 2020 Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the payment 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 Series 2020 Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent 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 premium, if any, and interest due hereon and for all other purposes and neither the Issuer, the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

[If sufficient funds are on deposit in the Bond Fund pursuant to Section 5.1(a) of the Indenture or Sections 4.1 and 4.2 of the Financing and Loan Agreement, the Series 2020 Bonds are subject to redemption in full, at the option of the City, on any date on fifteen (15) days' notice, at face value, with no premium, plus accrued interest to the date of maturity.]

[The Series 2020 Bonds maturing on _____ 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, on the dates and in the amounts set forth below:

<u>20__ Term Bond</u>			
<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>

*Final Maturity]

If the Series 2020 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2020 Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than fifteen (50) days prior to the date fixed for redemption to the Registered Owner of the Series 2020 Bonds 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 with respect to any registered Series 2020 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2020 Bonds.

All Series 2020 Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 2020 Bond is transferable by the Registered Owner hereof at the payment office of the Trustee upon surrender and cancellation of this Series 2020 Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 2020 Bond or Series 2020 Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

The Series 2020 Bonds and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer 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 Issuer. The Series 2020 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of

any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture, the Pledged SEP TIF Revenues and the payments to be made on the Series 2020 Note issued under the Financing and Loan Agreement, pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, or premium, if any, or the interest on this Series 2020 Bond. The Series 2020 Bonds do not grant the owners or holders thereof any right to have the Issuer, 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 premium, if any, or interest on the Series 2020 Bonds. No covenant or agreement contained in the Series 2020 Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Westfield Economic Development Commission ("Commission") or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer shall be liable personally on the Series 2020 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2020 Bonds.

The holder of this Series 2020 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 all the Bonds issued under the Indenture and then outstanding may become or may 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 Issuer's obligation to pay Pledged SEP 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 Series 2020 Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2020 Bond have been duly authorized by the Issuer.

This Series 2020 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Series 2020 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk-Treasurer.

CITY OF WESTFIELD, INDIANA

Mayor

(Seal)

Attest:

Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2020 Bond is one of the Series 2020 Bonds described in the within mentioned Trust Indenture.

_____, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

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

(Please Print or Typewrite Name and Address)

the within Series 2020 Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2020 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 of the registered owner as it appears upon the face of the within Series 2020 Bond in every particular, without alteration or enlargement or any change whatever.

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

UNIF TRAN MIN ACT -- _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act

(State)

TEN COM -- as tenants in common
JT TEN -- as joint tenants with right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in the above list.

EXHIBIT A

[to be printed on a separate page]

(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Series 2020 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 the Series 2020 Bonds contained, and in order to declare the terms and conditions upon which the Series 2020 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 Series 2020 Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, 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 ("Trust Estate"):

GRANTING CLAUSE

DIVISION I

The Series 2020 Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

All right, title and interest of the Issuer in and to the Financing and Loan Agreement (except the rights reserved to the Issuer therein);

DIVISION II

All right, title and interest of the Issuer in and to the Pledged SEP TIF Revenues (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument), the Financing and Loan Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

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 Series 2020 Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, if any, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Series 2020 Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Series 2020 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, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. 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:

“Allocation Area” means the SEP Allocation Area within the Area as established by the Redevelopment Commission pursuant to its Resolution No. _____, adopted on _____, 20, in accordance with Indiana Code 36-7-14, for the purpose of capturing Tax Increment.

“Allocation Fund” means the SEP Allocation Fund established under Indiana Code 36-7-14 for the Pledged SEP TIF Revenues collected in the SEP Allocation Area.

“Annual Fees” means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the Issuer related to monitoring SEP TIF Revenues and any issues arising related to the Series 2020 Bonds or the Project.

“Area” means the Southside Economic Development Area.

“Authorized Representative” means: (i) as to the Borrower means any officer of the Borrower or any other person certified by an officer of the Borrower to be such, and shall serve as Authorized Representative for the Borrower; and (ii) as to the Issuer means [Executive Director of the Redevelopment Commission or] an appointee of the Mayor (or such other officer as the Mayor shall notify the Developer and the Trustee in writing as being an Authorized Representative, with evidence of such authority).

“Bondholder” or any similar term means the registered owner of a Bond.

“Bond Fund” means the fund established pursuant to Section 4.2.

“Bond Issuance Costs,” means the costs, fees and expenses incurred or to be incurred by the Issuer and the Redevelopment Commission in connection with the issuance and sale of the Series 2020 Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the fees and disbursements of the Issuer or Redevelopment Commission’s financial advisor, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower’s accountants, the fees and disbursements of counsel to the Issuer and the Redevelopment Commission, the fees and disbursements of counsel to the purchasers of the Bonds, the costs of preparing or printing the Series 2020 Bonds and the documentation supporting the issuance of the Series 2020 Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred.

“Bond Purchaser” means Software Engineering Professionals, Inc., a corporation duly organized, existing and authorized to do business under the laws of the State of Indiana.

“Bonds” means any Bonds issued pursuant to this Indenture, including the Series 2020 Bonds.

“Borrower” means Pure SEP, LLC, an Indiana limited liability company duly organized, existing and authorized to do business under the laws of the State of Indiana, or any successors thereto permitted under Section 3.3 of the Financing and Loan Agreement.

“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.

“Costs of Construction” means the categorical costs of providing for an “economic development project” as defined and set forth in the Act as follows:

- (i) the Bond Issuance Costs;
- (ii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;
- (iii) all costs and expenses which Issuer or Borrower shall be required to pay (including costs and expenses for architectural and engineering, development, consultant and legal services) for or in connection with the development, acquisition, materials, equipment, rehabilitation and construction (including demolition in preparation for such rehabilitation and/or construction) of the Project; and
- (iv) any sums required to reimburse Issuer, Redevelopment Commission or Borrower for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

“Electronic Means” means 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 7.1 hereof.

“Financing and Loan Agreement” means the Financing and Loan Agreement, dated as of [September 1, 2020], between the Borrower and the Issuer and all amendments and supplements thereto.

“Governmental Obligations” means direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

“Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

“Issuer” means City of Westfield, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Financing and Loan Agreement and this Indenture.

“Note” or “Notes” shall have the meaning assigned in the Financing and Loan Agreement.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption as permitted by this Indenture prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be (and are permitted by this Indenture to be) redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

“Paying Agent” means [The Huntington National Bank], and any successor paying agent or co-paying agent.

“Pledged SEP TIF Revenues” means eighty percent (80%) of the SEP TIF Revenues pledged to the payment of debt service on the Series 2020 Bonds pursuant to the TIF Pledge Resolution.

“Project” means the construction and development of an approximate 70,200 square foot commercial office building, together with all necessary appurtenances, related improvements and equipment and costs of issuance, located in or physically connected to the Allocation Area.

“Qualified Investments” shall have the meaning assigned in the Financing and Loan Agreement.

“Redevelopment Commission” means the Westfield Redevelopment Commission.

“Requisite Bondholders” means the holders, in the aggregate, of 75% of the principal amount of Bonds.

“Series 2020 Bonds” or “Bonds” means the City of Westfield, Indiana Taxable Economic Development Tax Increment Revenue Bonds, Series 2020 (SEP Project), to be issued in the aggregate principal amount not to exceed \$3,500,000.

“Series 2020 Note” shall have the meaning assigned in the Financing and Loan Agreement.

“SEP TIF Revenues” means the Tax Increment generated in the Allocation Area received by the Redevelopment Commission and deposited in the Allocation Fund pursuant to the provisions of Indiana Code 36-7-14.

“Tax Increment” means all property tax proceeds attributable to the assessed valuation of real property and depreciable personal property of designated taxpayers 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 Series 2020 Bonds.

“TIF Pledge Resolution” means the resolution of the Redevelopment Commission adopted on [August 17], 2020, pledging eighty percent (80%) of the SEP TIF Revenues to the payment of debt service on the Series 2020 Bonds.

“Trust Estate” shall have the meaning ascribed to such term in the Granting Clauses of this Indenture.

“Trustee” means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean The Huntington National Bank, Indianapolis, Indiana.

Section 1.2. 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. 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 consistently applied.

(e) Any terms not defined herein but defined in the Financing and Loan Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture 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 Indenture:

Exhibit A: Costs of Issuance

Exhibit B: Written Request

(End of Article I)

ARTICLE II.

THE SERIES 2020 BONDS

Section 2.1. Authorized Amount of Series 2020 Bonds. No Series 2020 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The aggregate principal amount of the Series 2020 Bonds (other than Series 2020 Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to \$3,500,000.

Section 2.2. Issuance of Series 2020 Bonds. The Series 2020 Bonds shall be designated “City of Westfield, Indiana Taxable Economic Development Tax Increment Revenue Bonds, Series 2020 (SEP Project).” The Series 2020 Bonds shall be originally issuable as fully registered Series 2020 Bonds in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof and shall be lettered and numbered R-1 and upward.

The Series 2020 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

[The Series 2020 Bonds shall mature on _____ 1, 2045 as a term bond to be redeemed on the dates in the amounts and at the per annum interest rate of [four and 65/100 percent (4.65%)] as set forth in Section 5.1(b) herein:

So long as the Series 2020 Bonds are held by the Bond Purchaser, no presentation of the Bonds is required for such payments to be made to the Bond Purchaser, except that upon final payment or redemption in full, the Series 2020 Bonds shall be returned to the trustee for destruction.

Section 2.3. Payment on Series 2020 Bonds. The principal of and interest on the Series 2020 Bonds shall be payable in any coin or currency of the United States of America which, at the dates of payment thereof, is legal tender for the payment of public and private debts. The final payment on the Series 2020 Bonds shall be payable at the payment office of the Trustee. All payments of the interest on the Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the Registered Owner thereof as of the Record Date and shall be paid by check or other draft of the Trustee mailed to the Registered Owner at such Owner’s address as it appears on such registration books or at such other address as is furnished the Trustee in writing by such holder. Upon the written request of a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds Outstanding, delivered to the Trustee at least 30 days prior to an interest payment date, all payments of principal 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. Notwithstanding anything contained herein, the bond shall only need to be presented for payment upon final maturity or redemption in full.

Section 2.4. Execution; Limited Obligation. The Series 2020 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor, and attested with the manual or the facsimile signature of its Clerk-Treasurer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed the Series 2020 Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2020 Bonds shall cease to be such officer before the delivery of such Series 2020 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 Series 2020 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, 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 Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Series 2020 Bonds, as to both principal and interest are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the Trust Estate. Neither the faith and credit nor the taxing power of the Issuer, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, or premium, if any, or the interest on the Series 2020 Bond. The Series 2020 Bonds do not grant the owners or holders thereof any right to have the Issuer, 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 premium, if any, or interest on the Series 2020 Bonds, other than the Pledged SEP TIF Revenues. No covenant or agreement contained in the Series 2020 Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Westfield Economic Development Commission ("Commission") or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer shall be liable personally on the Series 2020 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2020 Bonds.

Section 2.5. Authentication. No Series 2020 Bonds 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 Series 2020 Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Series 2020 Bond shall be conclusive evidence that such Series 2020 Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on the Series 2020 Bonds shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2020 Bonds issued hereunder.

Section 2.6. Form of Series 2020 Bonds. The Series 2020 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 2.7. Delivery of Series 2020 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 2020 Bonds in the aggregate principal amount of [\$3,400,000]. The Trustee shall authenticate the Series 2020 Bonds and deliver them to the purchasers thereof upon receipt of:

(i) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Financing and Loan Agreement and this Indenture and the issuance of the Series 2020 Bonds.

(ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the TIF Pledge Resolution.

(iii) Executed counterparts of the Financing and Loan Agreement and Indenture.

(iv) The Series 2020 Note in the same principal amount as the principal amount of the Series 2020 Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(v) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 2020 Bonds in the principal amount of [\$3,400,000], to the purchasers thereof.

The proceeds of the Series 2020 Bonds shall be paid over to the Trustee and deposited as hereinafter provided under Section 3.1 hereof.

Section 2.8. RESERVED.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Series 2020 Bonds. If any Series 2020 Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2020 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2020 Bond, such mutilated Series 2020 Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2020 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.

If any such Series 2020 Bond shall have matured, instead of issuing a duplicate Series 2020 Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2020 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 Series 2020 Bond with

their reasonable fees and expenses in this connection. Any Series 2020 Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2020 Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 2020 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2020 Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2020 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 Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2020 Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2020 Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2020 Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2020 Bond during the period between the Record Date and any interest payment date of such Series 2020 Bond, if any, nor to transfer or exchange any Series 2020 Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 2020 Bonds.

As to any fully registered Series 2020 Bond, the person in whose name the same 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 or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2020 Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2020 BOND PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit with Trustee in the Construction Account of the Construction Fund \$_____ of the proceeds from the sale of the Series 2020 Bonds. \$_____ of the proceeds from the sale of the Series 2020 Bonds shall be deposited in the Bond Issuance Expense Account of the Construction Fund and used to pay Bond Issuance Costs pursuant to Section 4.3(b) of the Indenture. The proceeds of the Series 2020 Bonds shall be paid out immediately following closing or from time to time upon submission to the Trustee of a written request for funds by the Authorized Representative of the Borrower. Such requisition shall be substantially in the form attached as Exhibit B.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are 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 the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer 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.

Section 4.2. 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 "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

(b) In addition, there shall be deposited in the Bond Fund, as and when received, (a) Pledged SEP TIF Revenues in an amount not to exceed the combined principal payments and interest payments due on the Series 2020 Bonds on the next [February][March] 1 or [August][September] 1, plus Annual Fees of the Trustee coming due within the next (6) months; (b) all payments received pursuant to the Notes; (c) all payments specified in Section 3.2 of the Financing and Loan Agreement; (d) all interest and other income derived from investments of Bond Fund moneys as provided herein; and (e) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing and Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. Subject to the funding source limitations in this Indenture and the final maturity date of the Bonds, the Issuer hereby covenants and agrees that it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Pledged SEP TIF Revenues, Notes, Financing and Loan Agreement and Series 2020 Bonds, promptly to meet and pay the principal of, premium, if any, and interest on the Series 2020 Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer 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 SEP TIF Revenues, Notes, Financing and Loan Agreement and proceeds from the Series 2020 Bonds.

(c) The Clerk-Treasurer of the Issuer shall set aside immediately upon receipt the Tax Increment into the Issuer's Allocation Fund as created by IC 36-7-14 and, on or before the first to occur of the next January 15 or July 15, shall deposit or cause to be delivered to the Trustee, the Pledged SEP TIF Revenues for deposit into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.5. Moneys in the Bond Fund shall be used by the Trustee to pay interest and principal on the Bonds as they become due at maturity or redemption [and to pay as much principal as possible due on the Bonds on the next [February][March] or [August][September] 1].

Section 4.3. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, consisting of the Bond Issuance Expense Account and the Construction Account, to the credit of which the deposits are to be made as required by Section 3.1 hereof.

(a) On the date of issuance of the Series 2020 Bonds, the Issuer shall deposit from the proceeds of the Series 2020 Bonds \$_____ in the Construction Account of the Construction Fund. [Pursuant to Section 3.1 herein, the Trustee shall wire funds to the Borrower's account at Borrower's lender to reimburse the Borrower for Costs of Construction incurred and paid prior to issuance of the Series 2020 Bonds.]

(b) On the date of issuance of the Series 2020 Bonds, the Issuer shall deposit \$_____ from the sale of the Series 2020 Bonds into the Bond Issuance Expense Account of the Construction Fund to pay Bond Issuance Costs. The Bond Issuance Costs set forth in Exhibit A shall be wire transferred at closing, or within thirty (30) days of closing, to the entities listed as authorized by the Mayor and the Clerk-Treasurer, the authorization evidenced by the execution of this Indenture. Other costs of issuance, if any, shall be paid by the Trustee upon submission of an affidavit signed by the Mayor and the Clerk-Treasurer. On ____ 1, 20____, any amounts remaining in the Bond Issuance Expense Account of the Construction Fund shall be transferred to the Construction Account of the Construction Fund and the Bond Issuance Expense Account shall be closed.

(c) Moneys held in the Construction Account representing proceeds of the sale of the Bonds shall be disbursed by the Trustee upon written order of the Borrower to the Trustee in accordance with the provisions of this Section 4.3 to pay the Cost of Construction. Subject to the provisions below and to any applicable representations, warranties and covenants contained in the Indenture or the Financing and Loan Agreement, disbursements from the Construction Fund shall be made only to pay (or to reimburse the Borrower for payment of) Costs of Construction.

Each written order shall be in substantially the form of Exhibit B attached hereto, consecutively numbered and accompanied by invoices or other documentation supporting the payments or reimbursements requested (the "Disbursement Request"). Each Disbursement Request shall be submitted to the Authorized Representative of the Issuer for review and approval prior to submitting to the Trustee for disbursement from the Construction Account. Approval of or a request for additional information regarding a Disbursement Request shall be provided by the Issuer within ten (10) business days or it shall be deemed approved by the City. If a Disbursement Request is so deemed to be approved by the City in accordance with the immediately preceding sentence, the Developer shall provide the Trustee with a written certification to that effect, at the time the Developer submits any such Disbursement Request to the Trustee; and, the Trustee shall be fully protected in relying on any such certification in the disbursing of any such requested amounts and shall have no duty or obligation to confirm that the City received such Disbursement Request as required hereunder. The City may, at its option, disapprove of specific reimbursements requested by the Developer which shall not be reimbursable from the Construction Account by the Trustee and shall specify in writing to the Developer and Trustee the reason for disapproving a reimbursement item of a Disbursement Request. The Trustee has no duty or obligation to determine the appropriateness of any such objection and shall be fully protected in withholding any payments not approved by the City.

The Trustee shall cause to be kept and maintained accurate records pertaining to the Project Fund and all disbursements therefrom. If requested by the Developer or the City, the Trustee shall file copies of the records pertaining to the Construction Account and all disbursements from such account with the City and the Developer.

Section 4.4. Disposition of Construction Fund Moneys After Completion. If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of Section 4.3, there shall remain any balance of moneys in the Construction Fund, the Trustee shall transfer all moneys then in the Construction Fund (except moneys reserved to pay any disputed claims) to the Bond Fund. [The Trustee, as directed in writing by the Borrower, shall use any amount transferred to the Bond Fund from the Series 2020 Bonds, to redeem the Series 2020 Bonds pursuant to Section 5.1 hereof at the earliest redemption date.]

Section 4.5. Pledged SEP TIF Revenues. On or before each January 15 and July 15, commencing _____ 15, 20____, the Trustee shall deposit to the Bond Fund Pledged SEP TIF Revenues deposited with it by the Issuer pursuant to Section 4.2(b) and (c) hereof for the principal and interest payment due on the next February 1 or August 1 (taking into consideration any amounts currently deposited therein) together with Annual Fees of the Trustee coming due within the next six (6) months. The transfers to the Bond Fund shall serve as a credit against the Borrower's obligations under the Series 2020 Note and the Financing and Loan Agreement with respect to the Series 2020 Bonds.

Section 4.6. 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 Issuer or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.7. Investment. Moneys on deposit in the funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) [Optional Redemption. The Series 2020 Bonds are subject to redemption in full, at the option of the City, on any date, on fifteen (15) days' notice, at face value, with no premium, plus accrued interest to the date of maturity.]

(b) [Mandatory Sinking Fund Redemption. The Series 2020 Bonds maturing on _____ 1, 20____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest on the dates and in the amounts set forth below:

<u>Term Bond</u>			
<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>

*Final Maturity]

Section 5.2. Notice of Redemption. In the case of redemption of Series 2020 Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Series 2020 Bonds, shall be given by mailing a copy of the redemption notice by first class mail not less than fifteen (15) days prior to the date fixed for redemption to the Registered Owner of each Series 2020 Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, the redemption date, redemption price, interest rate, if any, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 2020 Bond shall not affect the validity of any proceedings for the redemption of other Series 2020 Bonds.

So long as the redemption date specified in the aforesaid is permitted pursuant to Section 5.1 on and after the redemption date specified in the aforesaid notice, such Series 2020 Bonds, thus called 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, if any, to the date fixed for redemption.

Section 5.3. Cancellation. All Series 2020 Bonds which have been redeemed in whole shall be canceled and destroyed by the Trustee and shall not be reissued in accordance with the Trustee's retention policy then in effect.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole or in part, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2020 Bonds or portions thereof called, together with accrued interest thereon, if any, to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 2020 Bonds, if any, thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the

Paying Agent upon any Series 2020 Bond until such Series 2020 Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 2020 Bond.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. Subject to the funding source limitations in this Indenture, the Issuer covenants that it will promptly pay the principal of, and premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Trust Estate, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. The Bonds, and the interest payable thereon, if any, do not and shall not represent or constitute a debt of the Issuer 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 Issuer. The Bonds, as to both principal and interest are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the Trust Estate. Neither the faith and credit nor the taxing power of the Issuer, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, or premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the Redevelopment Commission, 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 premium, if any, or interest on the Bonds, other than the Pledged SEP TIF Revenues. The Issuer has no taxing power with respect to the Bonds. 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 Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer 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.

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, the Financing and Loan Agreement, the bond ordinance and the TIF Pledge Resolution and in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized herein and to execute this Indenture, and to pledge and assign the Series 2020 Note, pledge the Pledged SEP TIF Revenues and assign the Financing and Loan 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 holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof it will lawfully own the Series 2020 Note and that such pledge and assignment and the assignment of the Financing and Loan Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend the title to the Series 2020 Note and its interest in the Financing and Loan 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 Issuer 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, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 2020 Note, the Financing and Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, or premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, Financing and Loan Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Borrower, shall cause this Indenture, the Financing and Loan 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 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 holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 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 6.5. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the 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 6.6. List of Bondholders. The Trustee will keep on file at the principal 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 Borrower 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 6.7. Rights Under Financing and Loan Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Financing and Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.9 of the Financing and Loan Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from

such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If 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, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, 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 moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by Paying Agent to Borrower and thereafter Bondholders shall be entitled to look only to Borrower for payment, and then only to the extent of the amount so repaid, and Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.10. Direction of Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Bonds and shall take such action, give such direction or give such consent as shall be directed by the Requisite Bondholders.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an Event of Default”:

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable by reason other than insufficient funds in the Trust Estate; or

(b) any “Event of Default” as defined in Section 6.1 of the Financing and Loan Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, this Indenture, the Financing and Loan Agreement, the TIF Pledge Resolution, the bond ordinance, or any other agreement supplemental hereof on the part of the Issuer 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 Issuer and the Borrower by the Trustee; or

(d) the Issuer shall fail to apply the funds in the Trust Estate in accordance with Article IV of this Indenture.

Section 7.2. Reserved.

Section 7.3. Remedies; Rights of Bondholders.

(i) 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 premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Issuer and the Borrower under the Financing and Loan Agreement and the Notes.

(ii) Upon the occurrence of an Event of Default, and if directed to do so by the Requisite Bondholders and indemnified as provided in Section 8.1 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.

(iii) 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 or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(iv) 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.

(v) No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of all Bonds then outstanding shall have the right, at any time, 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 7.3 hereof before any other remedies are sought.

Section 7.5. 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 expenses, liabilities and advances incurred or made by the Trustee or the Issuer and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

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 discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, 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.

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower, except for any remaining Pledged SEP TIF Revenues which shall be paid to the Issuer, or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

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 7.6. 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 7.4 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No Bondholder 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 8.1, 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 all 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 8.1 hereof, 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, 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 Bondholders 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 Issuer 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 the Bonds expressed.

Section 7.8. 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 Issuer, the Borrower 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 7.9. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) 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 (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, 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 and premium, if any, 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 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 Issuer, 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 AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, 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 Issuer or the Borrower). 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 Issuer 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 Issuer or on the part of the Borrower under the Financing and Loan Agreement; but the Trustee may require of the Issuer or the Borrower 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 Issuer under the Financing and Loan 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 by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if 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 Issuer or the Borrower by its duly authorized 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 Issuer or the Borrower under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Borrower 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 gross 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 payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or 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 designated 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 personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) 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 Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) 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.

(k) 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.

(l) Before taking any action under this Section 8.1 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 which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the 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 the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) The Trustee, prior to the occurrence of an Event of Default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

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

(p) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Borrower and/or Redevelopment Commission, as applicable, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Borrower and/or Redevelopment Commission, as applicable, whenever a person is to be added or deleted from the listing. If the Borrower and/or Redevelopment Commission, as applicable, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Borrower and the Redevelopment Commission understand and agree that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Borrower and the Redevelopment Commission shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Borrower, the Redevelopment Commission and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Borrower and/or Redevelopment Commission, as applicable. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such

Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Borrower and/or Redevelopment Commission, as applicable, agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Borrower and/or Redevelopment Commission; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(q) The Trustee shall not be accountable for Borrower's use of the proceeds from the Bonds.

(r) The Trustee may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement 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 or Paying Agent in connection with such services. 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.

Section 8.3. Notice to Bondholders if Default Occurs. If an Event of Default occurs of which the Trustee is by subsection (g) of Section 8.1 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 last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer 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 8.1(l), 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 8.5. 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.

Section 8.6. 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 Issuer and the Borrower and by registered or certified mail to each Bondholder as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, 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 Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders.

Section 8.8. 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 Issuer, by an instrument executed by one of its duly authorized officers, 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 Issuer 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 and surplus 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. If no successor Trustee shall have been so appointed and accepted appointment within sixty (60) days of such resignation, removal, incapability or the occurrence of a vacancy in the office of Trustee, in the manner herein provided, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower 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 Issuer, 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 Issuer 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 Issuer. 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. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed “Paying Agent” under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days’ written notice to the Issuer, the Borrower and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the Issuer and the Borrower. Any successor Paying Agent shall be appointed by the Issuer at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least [\$50,000,000] [\$100,000,000], willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. Subject to the last sentence of this Section, the Issuer 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 security, revenues, properties or collateral;
or
- (d) To make any other change in this Indenture which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Borrower, the Issuer 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 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders 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 Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer 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 (except as otherwise permitted in this Indenture) (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, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of all of the Bondholders, or (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, or (e) a privilege

or priority of any Bond over any other Bonds, or (f) deprive the Owners of any Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Borrower shall not become effective unless and until the Borrower 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 the Borrower 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 AND LOAN AGREEMENT

Section 10.1. Amendments, etc., to Financing and Loan Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Borrower shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing and Loan Agreement as may be required (i) by the provisions of the Financing and Loan 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 Trustee, is not to the material prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc., to Financing and Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing and Loan Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the Financing and Loan Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Borrower under the Financing and Loan Agreement, the Notes and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, if any, or premium, if any, on the Bonds and except for any Pledged SEP TIF Revenues which shall be delivered to the Issuer) when:

- (a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;
- (b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Financing and Loan Agreement, the Notes and in this Indenture; and
- (c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption as permitted by this Indenture under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (iii) have been delivered to the Trustee canceled 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 investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) 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, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be. Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal of, interest of, if any, and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) redemption of such Bonds is permitted pursuant to Section 5.1. and proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on the Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Borrower, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

The Trustee shall be entitled to receive a verification report of an independent certified public accountant, verification agent or similar expert to the effect that such securities and/or cash, together with the earnings thereon, will be sufficient to pay interest and principal (and applicable premium) on the Bonds to redemption or maturity or an opinion of counsel to the effect that all conditions precedent to the defeasance have been complied with.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Bonds. If the Owner of any Series 2020 Bonds presents that Series 2020 Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Series 2020 Bond, the Trustee shall cancel that Series 2020 Bond and

the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Borrower with respect to that Series 2020 Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 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 the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) 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 11.5. 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 or the Financing and Loan Agreement 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 following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Borrower, or the directors, trustees, officers or members of the Borrower. 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 of 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 this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) 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.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. 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 the Borrower, 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 the Borrower and the holders of the Bonds as herein provided.

Section 11.7. 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 jurisdictions 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 reason, 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 11.8. 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, with proper address as indicated below. The Issuer, the Borrower, 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 provided in Section 10.4 of the Financing and Loan Agreement.

Section 11.9. 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 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. 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 members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer 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, members, officers, directors, agents, attorneys, employees 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 11.12. Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close or a day on which the Federal Reserve Bank is closed, then payment of interest or principal may be made on the succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 11.13. Shortfall of Pledged SEP TIF Revenues. Notwithstanding any other provision of this Indenture, any portion of the principal or interest due on the Series 2020 Bonds that remains unpaid due to a shortfall in Pledged SEP TIF Revenues shall continue to be due and owing to the Borrower as provided in Section 2.1(d) and 3.2(d) of the Financing and Loan Agreement until the earlier of: (i) full payment by the Issuer; or (ii) the distribution of Pledged SEP TIF Revenues ending as of ____ 15, 20 ____.

(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 its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, and to evidence its acceptance of the trusts hereby created, _____, in _____, _____ has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF WESTFIELD, INDIANA

Mayor

Attest:

Clerk-Treasurer

SEAL

_____ as Trustee

By: _____
(Written Signature)

(Printed Signature)

This instrument prepared by M. Catherine Fanello, Krieg DeVault LLP, 12800 N. Meridian St., Suite 300, Carmel, Indiana 46032.

EXHIBIT A

COSTS OF ISSUANCE TO BE PAID AT CLOSING

EXHIBIT B
WRITTEN REQUEST

NO. 1

Re: City of Westfield, Indiana
Taxable Economic Development Revenue Bonds, Series 2020 (SEP Project)
("Bonds")

Dear Corporate Trust Department:

This written request ("Written Request") is submitted pursuant to the provisions of Section 4.3(c) of that certain Trust Indenture dated as of _____ 1, 2020 ("Indenture"), between the City of Westfield, Indiana ("Issuer") and _____, as trustee ("Trustee"). The terms used herein have the same meanings as when used in the Indenture except where the context otherwise requires.

Pure SEP, LLC, an Indiana limited liability company ("Borrower"), hereby requests that the Trustee pay to the Borrower from funds held in the Construction Account the amount specified in paragraph (b) below. In support of this Written Request, the Borrower states as follows:

- (a) This Written Request is requisition number one (1);
- (b) The aggregate amount of costs to be paid or 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 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 Costs of Construction of the Project relating to [list the various components of the 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 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 the costs of equipping the Project, 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 said costs of the Borrower Projects was included in any Written Request previously filed with the Trustee under the provisions of Section 4.3(c) of the Indenture;

(g) The costs referred to in paragraph (b) above are appropriate for the expenditure of proceeds of the Bonds under the Act; and

(h) The vendors and the amount paid and/or to be paid to each and copies of invoices paid and/or to be paid with copies of checks used for any previously made payment and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor, are attached hereto on Schedule A.

In accordance with the provisions of the Indenture, the Borrower has caused this Written Request to be signed on its behalf this ____ day of _____, 2020.

PURE SEP, LLC, as Borrower

By: _____

Print: _____

Title: _____

AUTHORIZED AND APPROVED:

CITY OF WESTFIELD, INDIANA

Authorized Representative

SCHEDULE A

<u>Payment To</u>	<u>Amount</u>
	\$
	\$

ORDINANCE NUMBER 20-__

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING
THE OSBORNE TRAILS PLANNED UNIT DEVELOPMENT BEING THAT OF
ORDINANCE 16-44 and THE UNIFIED DEVELOPMENT ORDINANCE**

This is an Ordinance (this “Ordinance”) 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 of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance" or 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 Common Council enacted Ordinance No. 16-44, Osborne Trails Planned Unit Development District on February 27, 2017, recorded as Instrument No. 2017012329 in the Office of the Recorder of Hamilton County, Indiana (the “Original PUD Ordinance”);

WHEREAS, the Council subsequently adopted Ordinance No. 17-21, an Amendment to the Original PUD Ordinance on August 14, 2017 (the “First Amendment”), which added real estate to the Original PUD Ordinance;

WHEREAS, the Westfield-Washington Township Advisory Plan Commission (“Commission”) considered a petition (**Petition No. 2009-PUD-__**) filed with the Commission requesting an amendment to the Unified Development Ordinance, the Original PUD Ordinance and First Amendment (the “Second Amendment”) 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. 2009-PUD-__** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ 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 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 Second Amendment and its exhibits, (ii) the First Amendment, (iii) the Original PUD Ordinance, (iv) 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, the Original PUD Ordinance and the First Amendment 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.

The following words and terms, not defined elsewhere in this Ordinance or its Exhibits, shall have the following meanings:

- 2.1 EIFS (Exterior Insulation and Finish Systems). Multi-layered exterior wall systems, typically consisting of insulation board, a durable, water-resistant base coat, and an attractive and durable finish coat.
- 2.2 Facade, Primary. The primary architectural facade which contains commercial or retail public entrances, tenant signs or the facade facing a dedicated street.
- 2.3 Facade, Secondary. Any building elevation not having commercial or retail public entrances. Secondary facades include building elevations with service and employee entrances, utility service areas and delivery areas. Secondary facades do not face dedicated or private streets.
- 2.4 Natural Materials. Brick, wood, limestone, fiber cement siding, cultured stone, or natural stone.
- 2.5 Real Estate. The real estate, as described in **Exhibit A** to the Ordinance.

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.

Section 4. Underlying Zoning District(s).

- 4.1 The Underlying Zoning District of the Real Estate shall remain: Local Business (the “Underlying Zoning District”). The Real Estate shall remain in Area A as provided in the Original PUD Ordinance and the First Amendment.

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

5.1 Only the uses identified below shall be permitted in the District.

A. Permitted Uses

1. Area A: The following uses shall be permitted on the Real Estate in addition to those permitted in the Underlying Zoning District and as permitted in Area A of the Original PUD Ordinance and the First Amendment:

A. Agritourism Use (or Agritainment Use), specifically including the use as a distillery.

B. Accessory buildings and uses customarily incidental to any of the permitted uses, including, but not limited to, Temporary Use and Events, weddings or other social events and receptions.

Section 6. **General Regulations.** The standards of Chapter 4 Zoning Districts, are as applicable to the Underlying Zoning District, except as follows:

6.1 The Maximum Business Size for an Agritourism Use shall be increased to Forty Thousand (40,000) Square Feet. Any other use shall be governed by 4.14(H) of the UDO.

Section 7. **Development Standards.** The standards of Chapter 6 Development Standards shall apply to the development of the Real Estate, except as otherwise modified below. Section 7.1(A) of the Original PUD Ordinance shall not apply to an Agritourism Use.

7.1 Article 6.3 (F)Architectural Standards, Sections (2), (4) and (5) for new non-residential buildings shall be replaced in its entirety with the following for an Agritourism Use:

A. Character Exhibit. The Character Exhibits, attached hereto as **Exhibit C** are hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed for an Agritourism Use. Buildings shall be constructed substantially similar to those in the Character Exhibit.

B. Architectural Standards. Any use which is not an Agritourism Use shall comply with the standards provided in the Original PUD Ordinance and the First Amendment. An Agritourism Use shall comply with the following Architectural Standards:

1. Facade Materials.

a. Primary Façade Materials.

i. Permitted building finish materials for the Primary Façade include: Brick (clay), natural stone, simulated cut stone, finished (textured and painted) concrete, finished (textured)

pre-cast concrete panels, tile (ceramic or porcelain) architectural block (textured) and EFIS (Dryvit) wall systems steel or architecturally insulated metal panel systems.

ii. Prohibited building finish materials on the Primary Facades include: wood, plywood, unfinished concrete or unfinished concrete panels, plastics, reflective glass, vinyl siding.

iii. Primary Facades may have window glazing or glass storefronts.

iv. Permitted building trim materials include: brick (clay), stone, simulated cut stone, tile (ceramic or porcelain), wood, glass, painted aluminum, formed polymers, metal panels and EIFS (Drive).

v. Colors used on building facades must be complementary.

vii. Overhead doors may be permitted on the Primary Facade elevations.

b. Secondary Facades Materials.

i. Materials permitted for the Primary Façade shall also be permitted on the Secondary Facade..

ii. Prohibited building finish materials on the Secondary Facades include: wood, plywood, unfinished concrete or unfinished concrete panels, plastics, reflective glass.

iii. Overhead doors are permitted on Secondary Facade elevations.

7.2 Article 6.8 Landscaping Standard: Shall apply. Section 7.4(B) of the Original PUD Ordinance shall not apply to an Agritourism Use.

7.3 Article 6.15 Performance Standards shall apply except as specifically modified:

A. In addition to the requirements of Article 6.15, B (4) of the UDO, the following shall apply:

No outdoor speakers shall be used in conjunction with any uses between the hours of 11 P.M. and 7 A.M.

Section 8. **Annexation:** The 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. A Minor Subdivision for the purpose of Annexation is exempt from this standard.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2020.

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** ____ was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE** ____
this _____ day of _____, 2020.

I hereby VETO **ORDINANCE** ____
this _____ day of _____, 2020.

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 A
REAL ESTATE

A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 3 EAST, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 46 MINUTES 58 SECONDS WEST (ASSUMED BEARING) 448.39 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF A 3.01 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED AS INSTRUMENT NO. 2005-025459, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 46 MINUTES 58 SECONDS WEST ALONG SAID SOUTH LINE 371.78 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 02 SECONDS WEST 60.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 58 SECONDS WEST 14.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEING NORTH 00 DEGREES 13 MINUTES 02 SECONDS WEST 703.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 654.43 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE, SAID POINT BEING SOUTH 53 DEGREES 07 MINUTES 11 SECONDS WEST 703.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEING NORTH 53 DEGREES 07 MINUTES 11 SECONDS EAST 260.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 76.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING SOUTH 69 DEGREES 57 MINUTES 25 SECONDS WEST 260.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID POINT ALSO BEING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF SAID CURVE BEING SOUTH 69 DEGREES 57 MINUTES 25 SECONDS WEST 464.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 124.29 FEET TO THE POINT OF REVERSE CURVATURE OF SAID CURVE, SAID POINT BEING NORTH 54 DEGREES 36 MINUTES 34 SECONDS EAST 464.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID POINT ALSO BEING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, THE RADIUS POINT OF SAID CURVE BEING NORTH 54 DEGREES 36 MINUTES 34 SECONDS EAST 60.00 FEET FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 34.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING SOUTH 87 DEGREES 38 MINUTES 33 SECONDS WEST 60.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTH 02 DEGREES 21 MINUTES 27 SECONDS WEST 44.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THE RADIUS POINT OF SAID CURVE BEING NORTH 38 DEGREES 29 MINUTES 17 SECONDS WEST 389.38 FEET FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE 129.45 FEET TO A POINT OF NON-TANGENCY ON SAID CURVE, SAID POINT BEING SOUTH 57 DEGREES 32 MINUTES 09 SECONDS EAST 389.38 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTH 31 DEGREES 53 MINUTES 28 SECONDS EAST 141.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, THE RADIUS POINT OF SAID CURVE BEING NORTH 58 DEGREES 06 MINUTES 32 SECONDS WEST 570.00 FEET FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 315.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING SOUTH 89 DEGREES 49 MINUTES 52 SECONDS EAST 570.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTH 00 DEGREES 10 MINUTES 08 SECONDS EAST 58.06 FEET TO THE SOUTH LINE OF THE 0.75-ACRE PARCEL DESCRIBED IN INSTRUMENT NO. 2017-024590 RECORDED IN SAID RECORDER'S OFFICE; THENCE

THE NEXT TWO (2) COURSES ARE ALONG THE BOUNDARY LINES OF SAID 0.75 ACRE PARCEL: (1) NORTH 89 DEGREES 43 MINUTES 27 SECONDS EAST 160.92 FEET; (2) NORTH 00 DEGREES 10 MINUTES 08 SECONDS EAST 150.00 FEET TO THE NORTH LINE OF A 16.10 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED AS INSTRUMENT NUMBER 200000015416 IN SAID RECORDER'S OFFICE; THENCE THE NEXT TWO (2) COURSES ARE ALONG THE BOUNDARY OF SAID 16.10 ACRE PARCEL: (1) NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST 651.16 FEET; (2) SOUTH 00 DEGREES 03 MINUTES 26 SECONDS WEST 1,319.97 FEET TO THE PLACE OF BEGINNING, CONTAINING 25.413 ACRES, MORE OR LESS.

EXHIBIT B
CONCEPT PLAN

PROJECT HQ2

SITE PLAN

- SITE AREA:

±12.24 ACRES
- BUILDING:

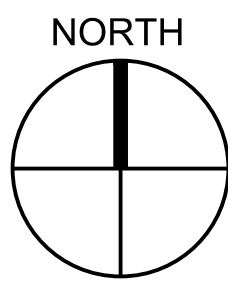
35,620 SF
- 1ST FLOOR:

27,600 SF
- 2ND FLOOR:

8,020 SF
- CAR PARKING:

156 CARS
- FUTURE PARKING:

123 CARS



LOCATION

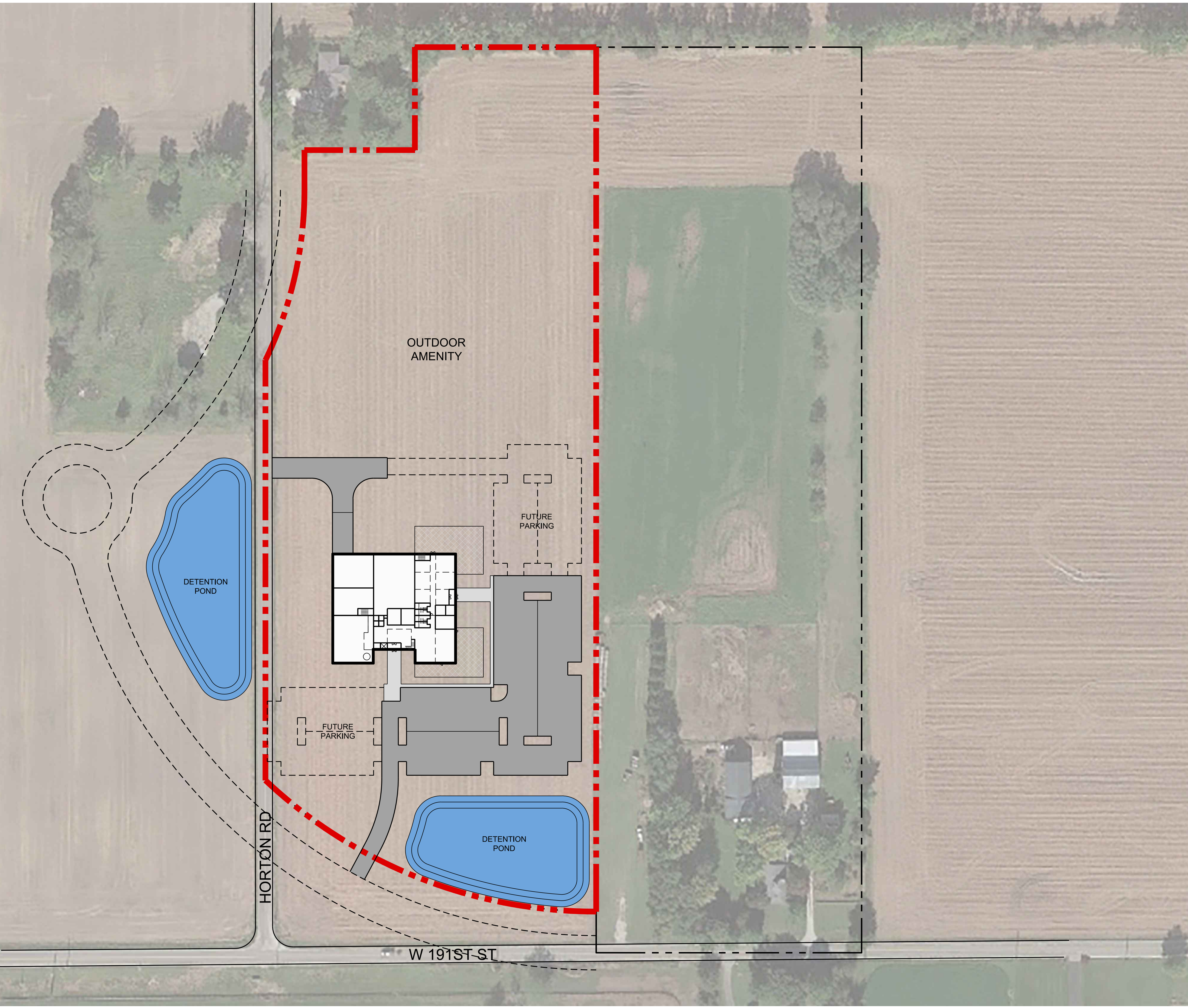
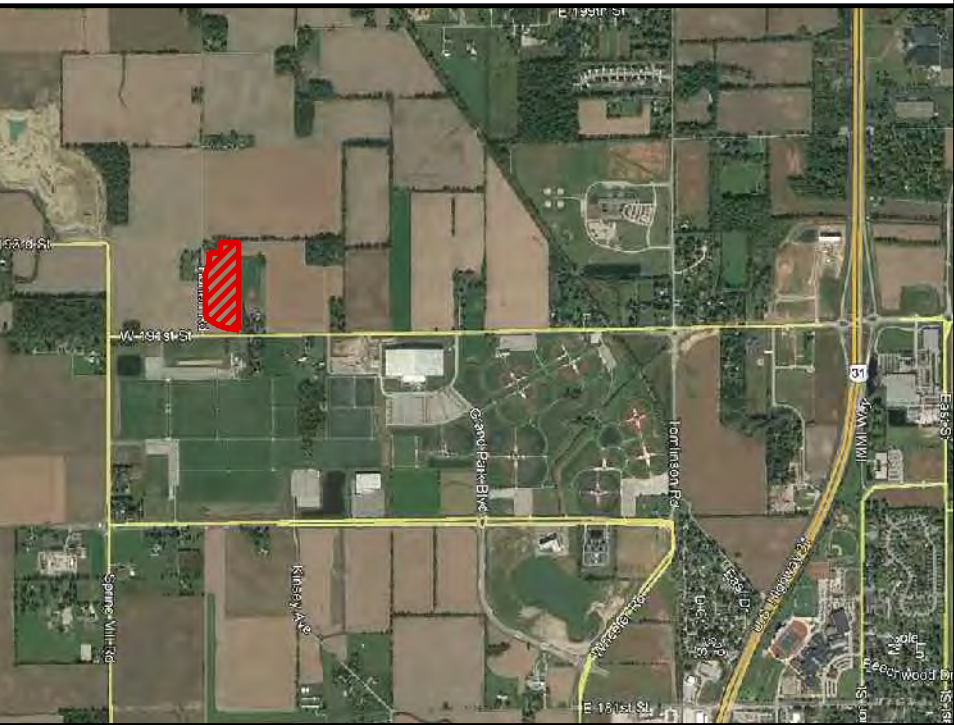


EXHIBIT C
CHARACTER EXHIBIT



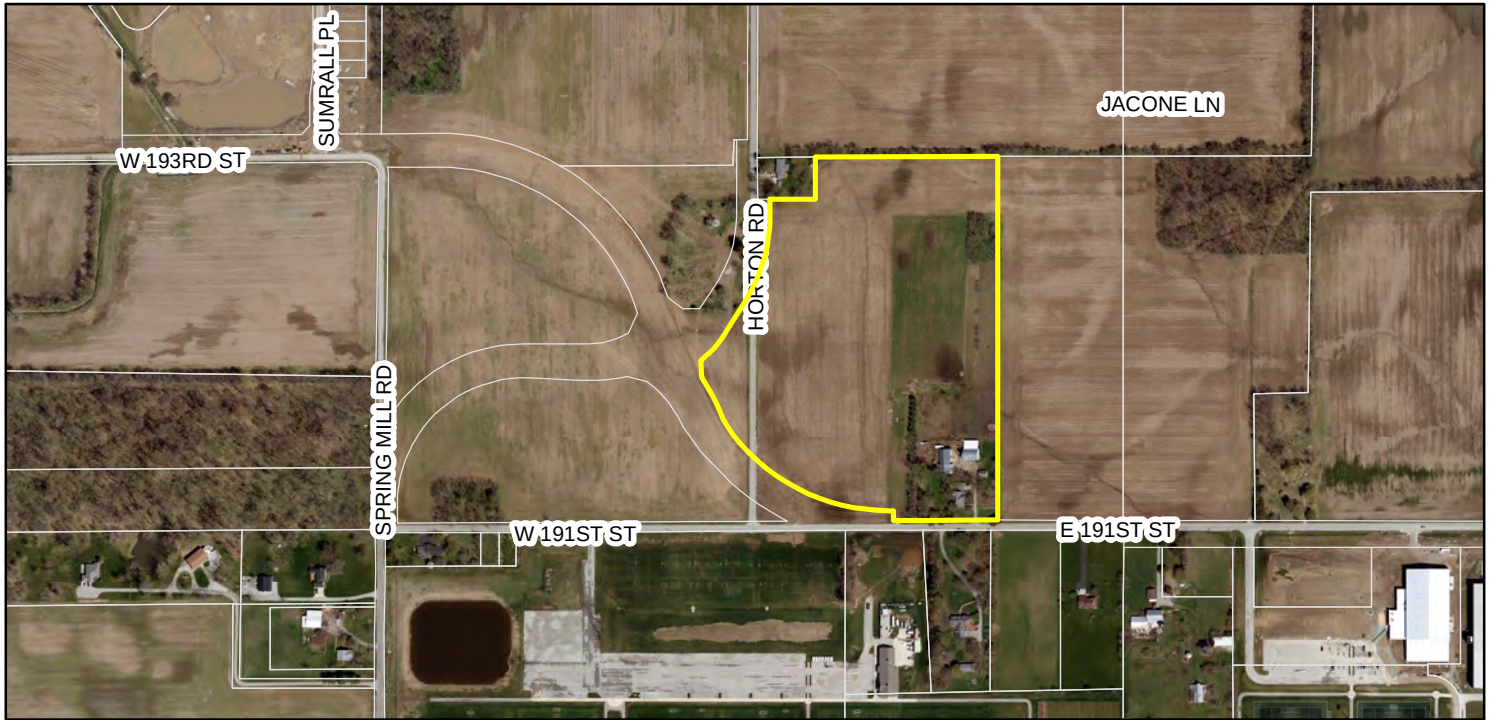




Property Location Map
Osborne Trails PUD Amendment II
2009-PUD-10



Aerial Location Map



Zoning Map



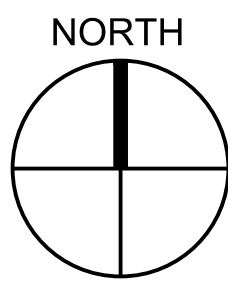
Zoning

- AG-SF1 (Agriculture - Single Family - 1)
- PUD (Planned Unit Development)

PROJECT HQ2

SITE PLAN

- SITE AREA: ±12.24 ACRES
- BUILDING: 35,620 SF
- 1ST FLOOR: 27,600 SF
- 2ND FLOOR: 8,020 SF
- CAR PARKING: 156 CARS
- FUTURE PARKING: 123 CARS



LOCATION

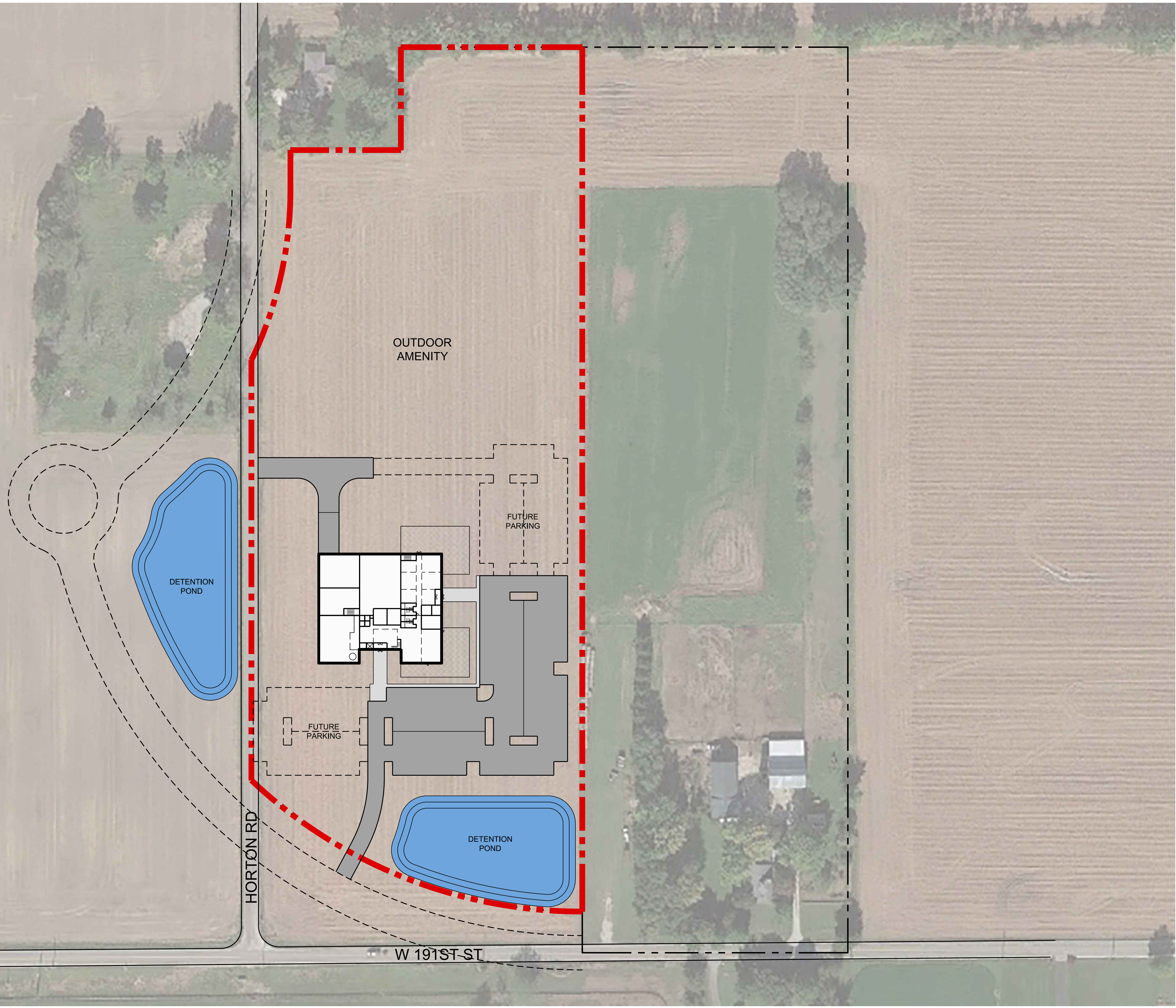
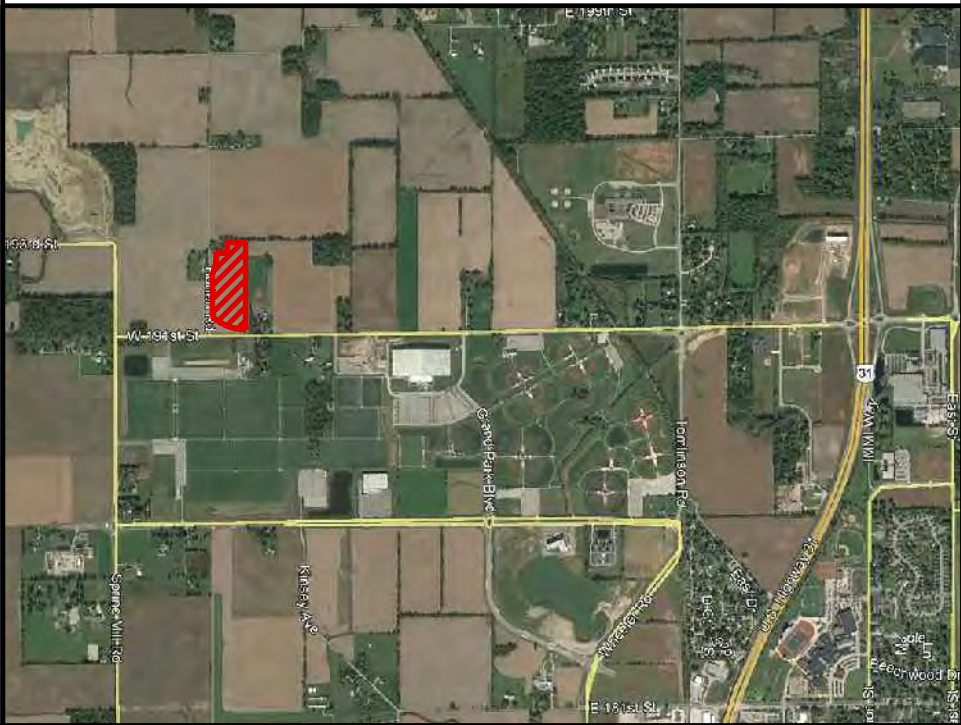


EXHIBIT C
CHARACTER EXHIBIT





Osborne Trails PUD Amendment 2

The proposed amendment will add Agritourism Use as a permitted use in Area A of the Osborne Trails PUD. This request will allow for the location of a new craft distillery with associated uses onsite. The proposed development will include the following characteristics:

Family Friendly Restaurant: It is anticipated that this facility will accommodate families both large and small. The restaurant's goal is to highlight Indiana agricultural while maintaining a down to earth, approachable feel. Total seating will include indoor and outdoor, covered, patio area.

Retail: Retail sales of product produced onsite as well as small amounts of product from other local and regional artisan productions.

Outdoor Amenities: One of the main goals of the Agritourism facility is to provide a family friendly experience for patrons of all ages. To execute on this goal, outdoor amenities such as patios, outdoor service stations, corn mazes, pumpkin patches, and outdoor entertainment space will be provided.

Lounge: A small cocktail lounge featuring products made onsite is contemplated.

Event Center: Indoor event space to host a wide array of events from weddings to corporate functions to local farmers markets.

Education: Classroom space and tours of the production process will be available, including but is not limited to grain selection, mashing and fermentation techniques, distillation process, aging, processing, and tasting.

Production Warehousing, and Aging: Approximately one third of the facility will be allocated to production, processing, warehouse, and aging spaces. This portion of the building will house all aspects of the distilling process.

This additional use will provide an unique attraction for local and regional guests to engage in a destination location unavailable in the City. The proposed modifications to the existing PUD ordinance reflect the minimum changes necessary to the PUD to permit this use to be developed and successful at this location.

In the event this proposed use does not come to fruition, all currently applicable standards of the UDO would be applicable to all other proposed uses here.

RESOLUTION 20-130

RESOLUTION FOR FINANCIAL AUDIT OF GRAND PARK

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

WHEREAS, the Council has the duty and authority to oversee and maintain the fiscal integrity of the City; and the Council desires a certified, independent, financial AUDIT of Grand Park.

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

- Section 1.** That the Council petitions for a certified, independent AUDIT of all financial records and contracts of Grand Park, under the authority of the City of Westfield Redevelopment Authority and the City of Westfield Redevelopment Commission.
- Section 2.** The results of the above AUDIT will be presented to the Council, City Administration, and to the public at large.
- Section 3.** All acts undertaken or taken pursuant to the adoption of this Resolution are hereby authorized and/or ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____ 2020.

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 Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 20-130 was delivered to the Mayor of

Westfield on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-130

this _____ day of _____, 2020.

I hereby VETO Resolution 20-130

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

ORDINANCE NO. 20-31

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE CITY FOR THE PURPOSE OF PROCURING FUNDS TO PAY FOR THE PURCHASE OF CERTAIN PROPERTY INCLUDING VEHICLES AND OTHER EQUIPMENT, INFORMATION TECHNOLOGY INFRASTRUCTURE AND TO PAY CERTAIN ROAD PROJECT EXPENSES, TOGETHER WITH THE INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS THEREFOR

WHEREAS, the City of Westfield, Indiana (the “City”) is authorized by Indiana Code 36-4-6, as amended, and other applicable provisions of the Indiana Code (collectively, the “Act”) to issue bonds to procure moneys to be used in the exercise of the powers of the City;

WHEREAS, the City intends to purchase certain property including, but not limited to, vehicles and other equipment, information technology infrastructure and to pay for certain road project expenses (collectively, the “Project”);

WHEREAS, this Council now determines that it is necessary and a proper exercise of the powers of the City to provide funds for the cost of the Project;

WHEREAS, this Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and on account of issuance of the bonds to finance the Project, will be in an amount not to exceed Five Million Dollars (\$5,000,000);

WHEREAS, this Council finds that it is necessary to authorize the issuance of general obligation bonds pursuant to the Act (the “Bonds”), in an original principal amount not to exceed Five Million Dollars (\$5,000,000), for the purpose of providing funds to be applied to the Project and the costs incurred in connection with the issuance and sale of the Bonds;

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

Section 1. Determination to Proceed; Authorization and Details of Bonds.

(a) The City shall proceed to undertake the Project, which shall be funded with proceeds of the Bonds plus investment earnings on the Bond proceeds, and such undertaking is hereby confirmed.

(b) In order to procure funds to pay the costs of the Project and the costs of issuance of the Bonds, the Clerk-Treasurer is authorized and directed to have prepared and to issue and sell the Bonds, in one or more series, to be designated as (i) “General Obligation Bonds, Series 20__” (with such further series or other designation as determined to be necessary, desirable or

appropriate, including such series designation to indicate the year in which the bonds are issued) in the aggregate principal amount not to exceed Five Million Dollars (\$5,000,000) (the “Bonds”) in accordance with the Act.

(c) The Bonds shall be sold at a price of not less than 99.00% of the par value thereof, and each issued in fully registered form in denominations of (i) \$5,000 or integral multiples thereof or (ii) \$100,000 and \$5,000 integral multiples in excess thereof, numbered consecutively from R-1 upward, dated as of the issue date and shall bear interest at a rate or rates not to exceed five percent (5%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2021, or as otherwise determined appropriate by Financial Solutions Group, Inc. (the “Municipal Advisor” to the City). Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually on January 1 and July 1 of each year with a final maturity not later than January 1, 2026 and in such amounts as determined by the Clerk-Treasurer. Following the sale of the Bonds, the City is hereby authorized and directed to negotiate with the successful purchaser to modify the amortization schedule based upon the rates bid so as to comply with the level debt service requirements contained in Indiana law.

All or a portion of each of the Bonds may be issued as one or more term bonds. Upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities as determined by the successful bidder or by negotiation with the purchaser, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined by this Council.

(d) This Council and the Clerk-Treasurer are authorized and directed to appoint as Registrar and Paying Agent a designee of this Council, the Clerk-Treasurer or a qualified banking institution (the “Registrar” or “Paying Agent”) for the Bonds, which shall be charged with the responsibility of authenticating the Bonds. This Council and the Clerk-Treasurer are hereby authorized to enter into such agreements or understandings with such bank, if a bank is so designated, as will enable the bank to perform the services required of a Registrar and Paying Agent. This Council and the Clerk-Treasurer are further authorized to pay such fees as the bank may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the bond fund established to pay the principal of and interest on the Bonds. Upon agreement between the City and the successful bidder for the Bonds, the Clerk-Treasurer may be designated as the Registrar and Paying Agent, and, in that case, shall be charged with all responsibilities of a Registrar and Paying Agent.

(e) The principal of the Bonds shall be payable at the principal office or corporate trust office of the Paying Agent. Interest on each of the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owner, as of the fifteenth day of the month immediately preceding the interest payment date (the “Record Date”), to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in

same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in any lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

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

(g) Bonds shall bear an original date which shall be their issue date, and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid immediately preceding the date of authentication of such Bonds unless the Bonds are authenticated after the Record Date and on or before the corresponding interest payment date, in which case interest thereon shall be paid from such interest payment date. If at the time of authentication of any Bond interest is in default thereon, that Bond shall bear interest from the date to which interest has been paid in full.

(h) Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor, and the seal of the City shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk-Treasurer. The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. Subject to registration provisions, the Bonds shall be negotiable under the laws of the State of Indiana.

(i) If the City upon advice of the City Municipal Advisor determines that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York (the "Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system (the "Book Entry System"), the Bonds may be initially issued in the form of a single authenticated fully registered Bond for the aggregate principal amount of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and interest on the Bonds pursuant to this ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City’s and the Paying Agent’s obligations with respect to principal of and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words “CEDE & CO.” in this ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this ordinance. If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the

availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 2. Redemption of Bonds. The Bonds may at the option of the City, with such determination being made at the time of sale of the Bonds, be subject to optional redemption prior to maturity on a date to be determined by the City, or as otherwise determine necessary by the City upon the advice of the City's Municipal Advisor, at the price of par plus accrued interest to the date of redemption.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for

cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each minimum authorized denomination shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the City shall have no further obligation or liability in respect thereto.

Section 3. Sale of Bonds. (a) The Clerk-Treasurer shall cause to be published either (i) a notice of such sale in the authorized newspaper(s) published in the city, two (2) times, at least one week apart, with the first publication being made at least fifteen (15) days before the date of the sale and the second publication being made at least three days before the date of the sale or (ii) a notice of intent to sell bonds in the authorized newspaper(s) and the *IBJ*, all in accordance with Indiana Code 5-1-11, as amended, and Indiana Code 5-3-1, as amended. The notice shall state the character, the amount and the authorized denominations of the Bonds, the maximum rate or rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and the attorneys employed by the City shall deem advisable. The method of bid submission may be determined by the City upon the guidance by its Municipal Advisor and shall be set forth in the sale notice including electronic bids submitted through Parity. Any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that the purchaser is required to submit to the City a

good faith deposit in the form of a certified or cashier's check (or wire transfer such amount as instructed by the City) not later than a time determined by the Municipal Advisor on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such good faith deposit and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-one hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than the applicable minimum percentage of the par value of the Bonds set forth in Section 1 of this Ordinance will be considered. The opinion of Krieg DeVault LLP ("Bond Counsel") approving the legality of the Bonds will be furnished to the purchaser at the expense of the City.

Prior to the delivery of the Bonds, the Clerk-Treasurer shall obtain a legal opinion as to the validity of the Bonds from Bond Counsel, and shall furnish this opinion to the purchaser of the Bonds. The cost of this opinion, the services of the City's Attorney, the services of this Council's Attorney and the services of the City's Municipal Advisor, shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

(b) Distribution of an Official Statement (preliminary and final) for the Bonds, if necessary, prepared by the City's Municipal Advisor, on behalf of the City, is hereby authorized and approved and the Clerk-Treasurer or Common Council are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Clerk-Treasurer is hereby authorized to designate the Official Statement as nearly final for purposes of Rule 15c2-12, as amended, promulgated by the Securities and Exchange Commission.

(c) If the City's Municipal Advisor certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy for the Bonds, the City hereby authorizes and directs this Council and the Clerk-Treasurer to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

Section 4. Preparation of Bonds. The Clerk-Treasurer is hereby authorized and directed to have each of the Bonds prepared, and the Mayor and the Clerk-Treasurer are hereby authorized and directed to execute the Bonds in the form and manner provided in this ordinance.

Section 5. Form of the Bonds. The forms and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

UNITED STATES OF AMERICA
STATE OF INDIANA

CITY OF WESTFIELD, INDIANA

No. R-

\$ _____

GENERAL OBLIGATION BONDS, SERIES 20__

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

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Westfield, Indiana (the “City”), for value received, hereby acknowledges itself indebted and promises to pay, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, and to pay interest on such Principal Amount to the registered owner of this Bond (as defined below) until the City’s obligation with respect to the payment of such Principal Amount shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before ____15, 2020, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 1 and July 1 of each year, commencing July 1, 2021. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

The principal on this Bond is payable in lawful money of the United States of America upon presentation of this Bond at the principal office or corporate trust office of _____ as Registrar and Paying Agent (the “Registrar” or “Paying Agent”), in the City of _____, Indiana, or at the principal corporate trust office of any successor paying agent appointed under the Bond Ordinance defined below. Interest on this Bond shall be paid by check mailed one business day prior to the interest payment date to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30p.m. (New York City time).] All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

[The Bonds shall be initially issued in a Book Entry System (as defined in the Bond Ordinance). The provisions of this Bond and of the Bond Ordinance are subject in all respects to

the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

THIS BOND IS PAYABLE OUT OF PROPERTY TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS TO BE LEVIED, COLLECTED, APPROPRIATED AND APPLIED FOR THAT PURPOSE AS SET FORTH IN INDIANA CODE 6-1.1-18.5-8. THE BONDS ARE SUBJECT TO INDIANA CODE 6-1.1-20.6 REGARDING CERTAIN TAX CREDITS AND THE STATE OF INDIANA INTERCEPT OF FUNDS TO PAY DEBT SERVICE ON THE BONDS. THIS BOND IS NEGOTIABLE PURSUANT TO THE LAWS OF THE STATE OF INDIANA.

This Bond is [the only] one of an authorized issue of bonds of the City with an aggregate principal amount of \$_____ (the “Bonds”), designated as “General Obligation Bonds, Series 20__.” The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to an ordinance adopted by the Common Council of the City of Westfield, Indiana (the “Common Council”), on _____, 2020 (the “Bond Ordinance”), and in strict compliance with the Indiana Code and all related and supplemental acts as in effect on the issue date of the Bonds, including, without limitation, Indiana Code 5-1-14 and Indiana Code 36-4-6 (collectively the “Act”), for the purpose of providing funds to be applied on the costs of the Project (as defined in the Bond Ordinance), to fund capitalized interest, if any, and paying incidental expenses incurred in connection with the issuance of the Bonds. The Bonds and any bonds issued on a parity with the Bonds under the Bond Ordinance are referred to collectively as the “Bonds.”

Reference is hereby made to the Bond Ordinance for a description of the rights, duties and obligations of the City, and the owners of the Bonds, the terms and conditions upon which the Bonds are or may be issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Ordinance are on file at the principal office of the Registrar. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND ORDINANCE.

[The Bonds maturing on or after _____, 20__ are subject to optional redemption prior to maturity on any date on or after _____, 20__, with thirty (30) days notice, at a redemption price equal to the principal amount plus accrued interest to the date of redemption.]

[The Bonds are subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to the principal amount plus accrued interest to the date of redemption on the dates and in the amounts set forth as follows:]

[Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City and the Registrar, not less than (30) days prior to the date fixed for redemption, unless the notice is waived by the registered owner of this Bond. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be the principal office or corporate trust office of the Registrar and Paying Agent, unless the City selects another place. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the redemption date. Each

minimum authorized denomination shall be considered a separate bond for purposes of mandatory redemption.]

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, therefor. The City and the Registrar for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon. The Registrar shall not be required to register, transfer or exchange any Bond after the fifteenth day of the month immediately preceding an interest payment date on the Bonds until such interest payment date. The Registrar will not be required to (i) register, transfer or exchange any Bond during the period fifteen days next preceding mailing of a notice of redemption on any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

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

If this Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) non-callable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond shall no longer be deemed outstanding or an indebtedness of the City.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional, statutory or local ordinance or ordinance code limitation of indebtedness.

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

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Bond to be executed by the manual or facsimile signature of the Mayor, and attested by the manual or facsimile signature of the Clerk-Treasurer of the City, who has caused the seal of the City to be impressed or a facsimile to be printed on this Bond.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

Attest:

Cindy Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Ordinance.

_____, as Registrar
Authorized Representative

(end of bond form)

Section 6. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of taxes to be levied upon all property in the City.

Section 7. Deposit and Application of Bond Proceeds; Surplus to Bond Fund. The City of Westfield General Obligation Bonds 2020 Bond Fund is created hereby (the "Bond Fund"). The Clerk-Treasurer is hereby authorized and directed to deposit the proceeds of the Bonds in the Bond Fund to pay for: (1) the cost of the Project and all other costs and expenses incurred in

connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the designated Bond Fund for the Project may not be used for any other purpose. The Bond Fund shall, in accordance with Indiana Code 5-13, be deposited, at interest, with the depository or depositories of other public funds of the City, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with Indiana Code 5-1-13, either be paid into and become a part of the City's Bond Fund for the Bonds, or, at the direction of the City, with approval by the Common Council, be used by the City to pay debt service on any other outstanding obligations of the City. If the Clerk-Treasurer is designated as the Registrar and Paying Agent or if no agreement is executed as described in Section 1(d), the City covenants, under Indiana Code 6-1.1-20.6-10, to determine if the Bond Fund has sufficient funds to pay the principal of and interest on the Bonds at least five (5) days before such payments are due. If the Bond Fund is not sufficient because of the operation of the tax credits granted under the provisions of Indiana Code 6-1.1-20.6, the City agrees to the following:

(i) The Clerk-Treasurer shall determine or cause to be determined the amount of the deficiency in the Bond Fund ("Deficiency"); and

(ii) The Deficiency shall be immediately reported, and a claim filed by the City with the Treasurer of the State of Indiana for an amount equal to such Deficiency.

Section 8. Tax Pledge. The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. The City covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana Code 6-1.1-18.5-8. There shall be levied in each year upon all taxable property in the City, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due beginning July 1, 2021, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds.

Section 9. Tax Covenants and Representations. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, "Code") and as an inducement to purchasers of the Bonds, this Council represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such

property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

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

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

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

(e) The City will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

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

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

(h) The City represents that (i) it is a governmental unit with general taxing powers, which powers include the power to impose taxes of general applicability that, when collected, may be used for the general purposes of the City; (ii) the Bonds are not private activity bonds as defined in Section 141 of the Code; at least 95% of the net proceeds of the Bonds will be used for local government activities of the City or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the City; and the City will rebate any arbitrage profits to the United States in accordance with the Code.

(i) Notwithstanding any other provisions of this ordinance, the covenants and

authorizations contained in this ordinance (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the “Tax Exemption”) need not be complied with if the City receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

Section 10. Continuing Disclosure. The Clerk-Treasurer is hereby authorized and directed, if necessary, to complete, execute and attest on behalf of the City a Continuing Disclosure Agreement (the “Agreement”) that complies with the requirements of SEC Rule 15c2-12. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Agreement shall not be considered an event of default under the Bonds or this ordinance.

Section 11. Debt Limit Not Exceeded. The City represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the City at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the City’s indebtedness.

Section 12. Declaration of Official Intent to Reimburse. The City hereby declares its official intent to reimburse expenditures for the Project which may be incurred prior to the issuance of the Bonds with proceeds of the Bonds, when and if issued, in accordance with Treasury Regulations § 1.150-2 and Indiana Code § 5-1-14-6(c).

Section 13. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section; paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 14. Repeal of Conflicting Provisions. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

Section 15. Amendments to Ordinance. This ordinance may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds.

Section 16. Effective Date. This ordinance shall be in full force and effect immediately upon its adoption.

[Remainder of page intentionally left blank.]

ADOPTED AND PASSED THIS ____ DAY OF _____, 2020, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 20-31 was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at ____:____.m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-31

this _____ day of _____, 2020

at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 20-31

this _____ day of _____, 2020

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/ M. Catherine Fanello.

This document prepared by M. Catherine Fanello, Esq. Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, IN 46032, (317) 238-6359.

RESOLUTION 20-131

RESOLUTION FOR REVIEW AND APPROVAL OF RDC CONTRACTS/AGREEMENTS

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

WHEREAS, the City has established a Redevelopment Commission (“RDC”) and a Redevelopment Authority (“RDA”) under the laws of the State of Indiana; and,

WHEREAS, there is currently City budget allocations of sums to the RDC for operations; and,

WHEREAS, the Council has the duty and authority to oversee and maintain the fiscal integrity of the City and therefore wish to further implement financial and operational oversight of Grand Park and any agreements therein,

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

- Section 1.** That no allocations of 2021 budget funds will be approved without an agreement between the RDC/RDA and the Council allowing the Council the ability to review and approve future agreements.
- Section 2.** That no budgeted funds will be allocated to the RDC/RDA without all current month-to-month or verbal agreements of the RDC or RDA beyond December 31, 2020 without a written agreement or ratification approved by City Council.
- Section 3.** This Resolution shall be in full force and effect in accordance with Indiana Law, upon its passage by the City Council, its publication in accordance with law and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All resolutions or parts thereof in conflict herewith are hereby ordered amended or repealed. All acts undertaken or taken pursuant to the adoption of this Resolution are hereby authorized and/or ratified.

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2020.

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 Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 20-131 was delivered to the Mayor of

Westfield on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-131

this _____ day of _____, 2020.

I hereby VETO Resolution 20-__

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

GENERAL OBLIGATION (GO) BOND



This multi-year strategy allows the city to make **CRITICAL** purchases for **POLICE | FIRE | PUBLIC WORKS**

The GO Bond is a **VIABLE STRATEGY** that allows the city to keep more tax dollars without impacting resident taxes, due to tax caps.

If we do not utilize the GO Bond strategy, we leave \$5M on the table.*

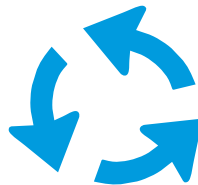
**over 5 years*

Without a GO Bond strategy, these projects/purchases will be negatively impacted.

Tax bills will NOT drop*.



12 Police Vehicles
& Police Equipment



151st & Towne RAB
169th & Spring Mill RAB
161st & Oak RAB



3 Snowplow Trucks



1 Fire Engine



Jersey Street
Extension to SR32



EMS Equipment including
Cardiac Arrest Gear



4 Thermal Imagers



Firefighter Breathing
Apparatus



1 Ambulance w/
Autoloader

196th & Grassy
Branch Widening

Would give-up \$4.4M
in federal money that
we can't get back.



Additional Projects

If we move away from the GO Bond strategy,
taxpayers pay the same & lose important city services.

** Exception homes valued under \$150,000*