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_08_2022

Monday, August 08, 2022 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**

MEETING DATE: **Monday, August 08, 2022 at 07:00 PM**

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

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

AGENDA

Pledge of Allegiance

Invocation

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:
Documents: Meeting Minutes 7-11-2022

Claims:
Documents: Docket for August 8, 2022

Approval of Claims

Miscellaneous Business/Special Recognition:

Special Presentation: Central Indiana Regional Development Authority (CIRDA)/Mayor Scott Fadness

Presentation: Discussion Regarding DWA Leases-Marla Ailor

Presentation: Mid-term Budget Review-Jeremy Lollar

Old Business:

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

Discussion of Resolution 14-22: The purpose is to discuss the potential sale of Grand Park and the loan repayment
Documents: Resolution 14-122

Ordinance 22-28: Midtown at Westfield PUD Amend I
Council Introduction: June 13, 2022
APC Public Hearing: July 5, 2022
APC Recommendation: August 1, 2022
Adoption Consideration: August 8, 2022
Documents: Ordinance 22-28 | Ordinance 22-28 Redline | Location Map | Narrative Statement | Concept Plan | Staff Report | APC Certification | Building Elevations | Building Elevations Building 2 | Character Imagery | Light Fixture Exhibit | Signage Exhibit

Ordinance 22-30: Additional Appropriation of 2019 & 2020 GO Bonds
Council Introduction: June 27, 2022
Public Hearing: August 8, 2022
Adoption Consideration: August 8, 2022
Documents: Ordinance 22-30

New Business:

Resolution 22-111: Additional Appropriation (Westfield Library)
Council Introduction: August 8, 2022
Public Hearing: August 8, 2022
Adoption Consideration: August 8, 2022
Documents: Resolution 22-111

Resolution 22-112: City Calendar Agenda Items for the First Meeting of Each Month
Adoption Consideration: August 8, 2022
Documents: Resolution 22-112

Ordinance 22-33: Lantern Commons PUD Amend I
Council Introduction: August 8, 2022
APC Public Hearing: September 6, 2022
APC Workshop: TBD
APC Recommendation: TBD
Adoption Consideration: TBD
Documents: Ordinance 22-33 | Location Map | Concept Plan | Building Elevations | Building Renderings | Narrative Statement

Ordinance 22-34: Austrian Pine PUD Amend I
Council Introduction: August 8, 2022
APC Public Hearing: September 6, 2022
APC Workshop: TBD
APC Recommendation: TBD
Adoption Consideration: TBD
Documents: Ordinance 22-34 | Location Map | Project Narrative

Ordinance 22-35: Unified Development Ordinance Amendment (Floodplain Administrator & Floodplain Overlay District
Council Introduction: August 8, 2022
APC Public Hearing: September 6, 2022
APC Recommendation: September 6, 2022
Adoption Consideration: September 12, 2022
Documents: Ordinance 22-35 | Exhibit A Floodplain Administrator | Exhibit B Floodplain Overlay District

Ordinance 22-36: Storm Water Utility Rate
Council Introduction: August 8, 2022
Public Hearing: August 22, 2022
Adoption Consideration: September 12, 2022
Documents: Ordinance 22-36

Form approval for ARPA nonprofit grants
Documents: Example of form

Guests:

Residents who wish to address the Council.

Clerk Treasurer Comments

City Council Comments

Mayor Comments

Adjourn

Westfield City Council July 11, 2022

The Westfield City Council held a meeting on July 11, 2022 at Westfield City Hall. Present were Mike Johns, Troy Patton, Scott Frei, Scott Willis, Cindy Spoljaric, Jake Gilbert and Joe Edwards. Kim Strang, Anne Poindexter and Manny Herceg were also in attendance. President Johns called the meeting to order at 7:00 PM

Changes to Agenda

Added presentation of city council calendar by Mike Johns

Approval of Minutes:

Joe Edwards made the motion to approve the June 27, 2022 minutes as presented. Jake Gilbert seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Scott Willis made a motion to approve the claims. Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentation

Presentation: RDC Quarterly Update-Linda Naas and Bob Beaudry

*See attached report

Presentation: Mike Johns stated the calendar would aid in organizing the processes and procedures, adding a layer to the agenda. This will let everyone know what to anticipate on the upcoming agendas.

Jeremy Lollar stated he thought that this was a good idea and had several suggestions to add/modify the calendar.

Scott Willis asked when council would be meeting with department heads to discuss the 2023 budget.

Old Business:

Per Resolution 21-121, Relating to Transparency, Councilors Do Not Need to Recuse Themselves, but are Required to Disclose if They Have Received Contributions of $1,000 or More When Voting on Any Actions Involving One of Their Donors.

Ordinance 22-09: Creating a Local Historic Preservation Commission
Council Introduction: February 14, 202
Public Hearing: March 14, 2022
Adoption Consideration: June 27, 2022 (Continued to next meeting)
Adoption Consideration: July 11, 2022

Mike Johns gave the background as to why and how this Ordinance has come to be. There was discussion on the sections that have changed since introduction.

There was council discussion. Cindy Spoljaric stated she would like to see the verbiage changed in Section 3 (b.) to historic **OR** listed in lieu of historic and listed.

Joe Edwards made a motion to approve Ordinance 22-09 with the above amendment.
Scott Frei seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 22-17: Andover PUD Amendment (Parcel 1)
Council Introduction: May 9, 2022
APC Public Hearing: June 6, 2022
APC Recommendation: July 5, 2022
Adoption Consideration: July 11, 2022

Weston Rogers presented stating this is a request to amend the development and architectural standards of Parcel I of the Andover PUD District to construct a daycare facility. The property is approximately 2 acres located on Grassy Branch, North of Washington Woods Elementary.

Scott Willis made the motion to approve Ordinance 22-17 as presented.
Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

ARPA Funds for Non-Profits: Vote on Committee Recommendations

Cindy Spoljaric gave an overview of processes being done to allocate the funds.

Cindy Spoljaric made a motion to approve the recommended allocated funds to each non-profit organization. Joe Edwards seconded. Vote: Yes-5; No-0. 2 abstain (S. Willis, J. Gilbert)
Motion carries.

New Business

Interlocal Agreement Between the City of Westfield and Hamilton County, Concerning the Rehabilitation of Hamilton County Bridge #59 and Culvert Replacement
Adoption Consideration: July 11, 2022

Johnathon Nail presented stating this is an agreement with Hamilton County, stating that they will pay the city a not to exceed amount of $130,000 on the cost of the new culvert structure. The County will not contribute to any other phases of the improvement to this area, (installation of new curb and guardrails, and repaving of the street over the bridge).

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

Ordinance 22-31: Amending the Provision in the Westfield Washington Township Unified Development Ordinance
Council Introduction: July 11, 2022
APC Public Hearing: August 1, 2022
APC Recommendation: August 1, 2022
Adoption Consideration: August 8, 2022

Caleb Ernest presented stating this will replace/update the current outdated process and make it more efficient. Landscaping in the common areas (buffer yards, external street frontage, parking areas, detention and retention areas would be amended. It would require a performance bond filed and approved with the department prior to the release of each section of a secondary plat in which the required landscaping is located, unless otherwise waived by the director.

Ordinance 22-32: Westfield Yard PUD
Council Introduction: July 11, 2022
APC Public Hearing: August 1, 2022
APC Workshop: TBD
APC Recommendation: TBD
Adoption Consideration: TBD

Kevin Todd stated this involves just under 11 acres on the Westside of Gray Rd., South of SR 32. This would allow for a maximum of 75 3-story townhomes to be constructed.

Jon Dobosiewicz, representing Fishers Homes, gave an overview of the project. The townhomes will range from $450,000-$500,000 and will be a minimum of 1500sq ft. All dwellings will have a minimum two car attached garage.

There was council discussion

Star Steak Company Food Truck Request/Village Park Plaza July 12th-August 11th 10 AM-7 PM

Kevin Todd explained the request. There was council discussion.

Scott Willis made the motion to approve the Food Truck to be located in front of Hobby Lobby. Mike Johns seconded.
Vote: Yes-2; No-0. (J. Edward, C. Spoljaric, J. Gilbert, M. Johns, T. Patton) Motion fails.

Guests:

Ronald Moore thanked council for their work and approval on Ordinance 22-09.

Clerk Treasurer Comments:

None

City Council Comments:

Cindy Spoljaric- APC update

Troy Patton- Commented on Ron Moore's comments

Mike Johns- Stated that Joe, Cindy, and himself will be working on the redistricting map. Mike asked that the CT office continue with the report on city owned property. It was decided this report will be discussed at the next Finance Committee Meeting.

Mayor Comments:

None

Without any further business, the meeting adjourned at 8:29 PM

_____ _____

Clerk-Treasurer **President**

RDC Report to City Council 7/11/2022, 2nd Quarter 2022
Linda Naas and Bob Beaudry

On 4/18/22 it took a few minutes to get dial in access to the meeting, Linda watched the meeting and was able to join at 5:08 pm.

In mentioning "time" it reminds us to mention that RDC meeting times can be 5 pm or 6 pm. RDC agreed to have meetings at 5 pm if there were long agendas. Public hearings would remain at 6 pm or after regardless of meeting starting time. If you are planning to attend or listen live to a meeting check the agenda ahead of time for the starting time. All meetings are available on YouTube live and after the meetings.

1. April 18, 2022
2. April 25, 2022 Special Meeting – Public Hearing on Declaratory Resolution and Vote on the Confirmatory Resolution Amending Lantern Commons EDA to Designate Front Street Allocation Area
3. May 16, 2022
4. June 13, 2022 Special Meeting – to meet deadline for the June 15 report to Auditor for Determination of Excess Assessed Value
5. June 20, 2022

Agendas – Those posted on the City website can be amended at the meeting but then will not be posted as amended agendas. You must review minutes or YouTube to confirm the agenda items.

- Ex. 4/18/2022 lists of Approval of Claims, but that was removed from the agenda as meeting began.
- The order of agenda items can be changed at the beginning of the meeting by vote.

Attachments to Agendas – Minutes, Claims, Documents, Reports, Resolutions, Agreements

- Any changes at a meeting should be reflected in the minutes.
- Items to be voted should have a document attached.
- These are all public documents.
- If you don't find a document, please make a request to the Clerk Treasurer's Office using a Public Records Request Form.

Review of meetings:
<u>April 18</u>
Bob Beaudry absent.

Grand Park User Agreements – sent to RDC members earlier, not attached, but requires a ratification for past, current and future events. Matt Trinian reported that Legacy Sports Group (LSG) per agreement is not selling sponsorships for the GP and we should expect to see increases.

Grand Park 2022 Q1 Review

Matt Trinian, Director of Grand Park; William Knox, CEO Legacy Sports Group; Blake Hibler, BPT
Detailed Report attached to the agenda.

Discussion of an Executive Director for RDC – Voted 3-1 (Linda Naas) to grant 60-day authority to Jeremy Lollar subject to a written document provided by legal counsel outlining the duties, responsibilities and accountabilities for the RDC to review and vote later.

Union Street Development Agreement – 32 pages

Document attached to agenda. Linda Naas read a letter received from the Council President Mike Johns stating it was not appropriate to consider this until the underlying issue of the property ownership of the 5 City owned parcels was resolved. Attorney Starnes advised the RDC could approve and move forward towards a resolution of the City properties sale.
This agreement approved the $12,250,000 for the garage project.
It includes a final page projecting TIF revenues to pay the debt; paid by LIT until TIF available.
Linda Naas asked for the Res 11-2019 approving previous monies be rescinded.
Motion to approved subject to future removal, vacation or adjustments made to previously adopted documents.
Vote to approve 3-1 (Linda Naas),

April 25 – special meeting, explained earlier

May 16, 2022

Two resolutions regarding Front Street Res 05 & 06 were removed from the agenda.

Approval of Claims for bid notice for GP in paper and payment to Title Company for SEP land approved earlier based on average of appraisals.

Ratification of Grand Park User Agreements (17).

Resolution 04-2022 Old Town Approval of Form of Lease
Building Corp will be lessor, RDC will be lessee.
Bonds NMT $12,250,000; TIF but LIT until available.
ED Revenue Statute, Redevelopment Act, Bldg Corp not RDA as lessor.
Preliminary approval allowing this to move forward to public hearing.
Council to approve this Form of Lease later.
Jim Treat & CT to determine trustee of the bond.

June 13, 2022 Special Meeting – To approve the RDC Determination of Excess and report to County, City and all Taxing Units by June 15.

Although late last year and a determination to do this on time, we barely squeaked in under the deadline and had to do so with a special meeting.

John Rogers gave RDC members preliminary documents for the next annual budget. The final numbers for 2021 were not included, it was a report from Financial Solutions Group dated September 2021. More current numbers will be needed and Bob Beaudry questioned that.

Linda Naas asked if we are capturing the right amounts of TIF current balances over $13,000,000. It is still unclear to RDC the uses of these funds. In 2 years we will be doing final set up of debt in 2025 for Grand Junction Plaza. Jim Treat said there is an opportunity with balances in TIF accounts that RDC decides to use to pay off balances in cash and only fund the remainder with bonds/debt. Not all qualifications are fully quantified. Understand that TIF funds are not "returnable" to City funds.

Res 07-2022 passed 5-0.

Linda Naas asked that Resolution 02-2021 be posted on City website for transparency. President agreed. Done.

June 20, 2022

Claims paid on TIFs. Linda Naas asked and got clarification from Attorney Catherine Fanello that TIF expenses be put into bond issuance costs and paid out over life of bond with interest and that is their legal opinion on how to handle. These O.W. Krohn costs are paid up front from TIF costs and then will be refunded to TIF accounts. 5-0

Ratification of current Grand Park User Agreements. Matt Trinian explained bleacher agreement, over $192,000, and 50/50 split that will result in City paying $150,000 and Colts paying the difference. 5-0

Held public hearing on Old Town Lease. No comments.

Resolution 08-2022 Authorizing Lease with Buildings Corporation
The total lease NMT $1,040,000. 5-0

Resolution 09-2022 Pledging TIF Revenues for Union Square
There is a section repealing the 2019 bond issue for $6,000,000 that will no longer be outstanding once the new Ordinance is adopted.

Bond with Capital One at 5.4% held for 30 days, August 3. Available to refi in 10 years. 5-0

Resolution 10-2022 Executive Director formally named as Jeremy Lollar, duties and responsibilities listed. 5-0

OPEN ISSUES

Where are Resolutions 05 and 06 which were pulled from the 5/16/2022 agenda prior to the meeting start?

Report Run Date and Tme:
6/15/2022 9:23 AM

FUND REPORT

May 31, 2022

Fund	Title	Balance Begin of Year	Cash Basis Revenue YTD	Cash Basis Disbursed YTD	Balance Begin of Month	Cash Basis Revenue MTD	Cash Basis Disbured Month to Date	Bank Balance
264	Road and Street Improvement (Road Impact)	$ 8,120,614.81	$ 3,468,325.64	$ 2,007,932.51	$ 9,350,510.04	$ 758,214.04	$ 527,716.14	$ 9,581,007.94
269	Training Facility Center	$ 173,602.66	$ 50,520.00	$ 30,565.36	$ 202,261.86	$ -	$ 8,704.56	$ 193,557.30
270	IT Surplus	$ 42,594.31	$ 290.00	$ -	$ 42,884.31	$ -	$ -	$ 42,884.31
301	Eastside TIF	$ 1,448,657.93	$ 50,000.00	$ 140,248.75	$ 1,358,409.18	$ -	$ -	$ 1,358,409.18
302	Aurora TIF	$ 102,883.55	$ -	$ 1,930.00	$ 100,953.55	$ -	$ -	$ 100,953.55
303	Lantern Commons TIF	$ -	$ -	$ -	$ -	$ -	$ -	$ -
304	Southside TIF	$ -	$ -	$ -	$ -	$ -	$ -	$ -
305	Grand Junction TIF	$ 4,887,814.70	$ 50,000.00	$ 1,278,429.91	$ 4,039,682.54	$ -	$ 380,297.75	$ 3,659,384.79
309	Eagletown TIF	$ 2,591,686.81	$ -	$ 176,120.00	$ 2,415,566.81	$ -	$ -	$ 2,415,566.81
310	SEP TIF	$ -	$ -	$ -	$ -	$ -	$ -	$ -
311	Spring Mill Centre TIF	$ -	$ -	$ -	$ -	$ -	$ -	$ -
316	Main St TIF 2011B	$ 1,662,630.78	$ -	$ 46,112.25	$ 1,616,518.53	$ -	$ -	$ 1,616,518.53
317	146th St TIF	$ 1,534,252.48	$ -	$ -	$ 1,534,252.48	$ -	$ -	$ 1,534,252.48
318	Gigabit Broadband TIF	$ 99,637.10	$ -	$ 99,637.10	$ -	$ -	$ -	$ -
319	Spring Mill Sta TIF	$ 839,630.66	$ -	$ -	$ 839,630.66	$ -	$ -	$ 839,630.66
324	Eagletown TIF 2016 DSR	$ 354,117.50	$ -	$ -	$ 354,117.50	$ -	$ -	$ 354,117.50
327	Union Square TIF	$ 44.77	$ -	$ -	$ 44.77	$ -	$ -	$ 44.77
328	Wheeler Landing TIF	$ 2,491.25	$ -	$ -	$ 2,491.25	$ -	$ -	$ 2,491.25
343	Go Bond5 2016 Debt Service	$ 2,638.60	$ -	$ -	$ 2,638.60	$ -	$ -	$ 2,638.60
345	Go Bond 2017 Debt Service	$ 64,372.87	$ 91,103.13	$ -	$ 64,372.87	$ 91,103.13	$ -	$ 155,476.00
346	Go Bond 2018	$ -	$ -	$ -	$ -	$ -	$ -	$ -
347	Go Bond7 2018 Debt Service	$ 5,016.26	$ -	$ 1,081.46	$ 3,934.80	$ -	$ -	$ 3,934.80
348	GO Bond 2019	$ 373,570.46	$ -	$ 181,432.43	$ 192,138.03	$ -	$ -	$ 192,138.03

Total TIF $13,424,210.43

EXHIBIT F
Phase I Tax Increment Projections/Phase II Tax Increment Projections

WESTFIELD REDEVELOPMENT COMMISSION

PROPOSED PROJECT COMPONENTS AND ESTIMATED TAX INCREMENT
(UNION SQUARE ALLOCATION AREA)

DESCRIPTION	Estimated Square Footage	Estimated Developer Cost	Assumed Assessed Value	Assessed Value Improvements	Less Assessed Value Existing Improvements	Estimated Net Assessed Value	Assumed Tax Rate	Estimated Tax Increment Revenue	Revenue by Year Pay 2025	Pay 2026	Pay 2027
PHASE I - UNION SQUARE:											
Retail	32,000	$ 8,100,000	$130/SF	$ 4,160,000	$ (768,600)	$ 3,391,400	$ 2.0000	$ 67,828			
Office	30,000	9,000,000	$130/SF	3,900,000	-	3,900,000	$ 2.0000	78,000			
Multi-Family (160-180 Units)	228,000	32,250,000	$115/SF	26,220,000	-	26,220,000	$ 2.0000	524,400			
		$49,350,000	PHASE I	$ 34,280,000		$33,511,400		$ 670,228	$ 502,671	$ 670,228	$ 670,228
PHASE II - MIDLAND NORTH:											
Retail	10,000	$ 1,800,000	$130/SF	$ 1,300,000	(180,700)	1,119,300	$ 2.0000	$ 22,386			
Multi-Family (100-120 Units)	120,000	18,000,000	$115/SF	13,800,000	-	13,800,000	$ 2.0000	276,000			
		$19,800,000	PHASE II	$ 15,100,000		$14,919,300		$ 298,386	-	223,790	298,386
								Totals	$ 502,671	$ 894,018	$ 968,614

Key Assumptions:
1) Construction for Phase I begins in 2022 and estimated to be 75% completed by the end of 2023. Project complete 8/1/2024 and fully assessed 1/1/2025. Full tax increment revenue received beginning 2026. Phase II expected to follow one year later.
2) Assessed Value of new construction based upon Developer respresentations of per square foot values.
3) Developer's hard & soft cost excluding the public garage totals $69,150,000. Their assumed assessed values represent approximately 71% of cost.
4) Total pay 2021 tax rate for commercial property in the City net of school referendum rates is $2.1990. Since the City and School Corp project continuing reducion in the net rate, we have conservatively applied a $2.00 rate which represents the cap for multi-family property for all commercial improvements.

Westfield SWU Update
DRAFT ORDINANCE LANGUAGE

ORDINANCE NO. 22-36

ORDINANCE TO ADJUST THE STORMWATER UTILITY FEE

WHEREAS, the City of Westfield ("City") provides collection, disposal and drainage of storm and surface water for its residents ("Stormwater Utility");

WHEREAS, the City established the Stormwater Fee Schedule on April 16, 2016, Ordinance 16-08 and approved a basic monthly stormwater service charge of $4.16 per ERU;

WHEREAS, Ordinance 16-08 instructs the City Council ("Council") to revisit the rate structure used to determine the Stormwater User Fee every 5 years and may adjust it accordingly to meet the needs of the city stormwater program;

WHEREAS, the City has updated its Stormwater Master Plan that includes stormwater capital projects to improve serviceability, to protect public infrastructure and property, to improve public health and safety, and to comply with the federal stormwater quality regulations;

WHEREAS, the Stormwater Management Division ("Division") within the Department of Public Works ("Department") has updated its stormwater program costs for projects within the corporate boundary of the City of Westfield, Indiana ("District") and found that the existing rates and charges for the use of services provided to City residents by the Stormwater Utility do not produce sufficient revenue to satisfy the fiscal needs of the stormwater program;

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

Section 1. The Council adopts and approves the stormwater user fees as recommended by the Division for the District, to wit:

a. The monthly Stormwater User Fees shall be uniform for all residential property units located in the District, and same shall be assigned one (1) Equivalent Residential Unit ("ERU"). Except for apartments which would pay multiple ERUs based on the amount of impervious area similar to non-residential properties.

b. The monthly Stormwater User Fees for all non-residential properties located in the District shall be determined by using an ERU multiplier, which shall be the quotient obtained by dividing the total square feet of impervious surface area within a non-residential property by a divisor of 3,500 square feet, which quotient will then be multiplied by the ERU to obtain the Stormwater User Fee, except that the monthly Stormwater User Fee for a non-residential property located in the District shall not be less than one (1) ERU.

c. The monthly Stormwater User Fees for all tax-exempt municipal property located in the District shall be the product of the ERU multiplied by 0.50.

d. The monthly Stormwater User Fees for all unimproved property located in the District shall be the product of the ERU multiplied by 0.33.

e. The ERU shall be $6.13

f. A 5-year graduated ERU shall be implemented for all non-residential properties in the District. The first year, starting January 1, 2023 the ERU will be $4.55, the second year $4.94, the third year $5.33, the fourth year $5.73 and the fifth year $6.13.

g. On January 1 of each year beginning in 2028, a 3% Cost of Living Adjustment (COLA) shall be added to the previous year's rates and charges. This 3% shall occur automatically each year unless and at such time the Council amends or adjust the percentage of the COLA increase for the next fiscal year.

Section 2. If the monthly Stormwater User Fee is not paid by its due date, as stated on the Division's fee invoice, which may be combined with and made a part of the City's billings issued pursuant to City Ordinance 07-23. Section 5c, a late charge of ten percent (10%) will be assessed, together with the costs of collection, if any, including reasonable attorney's fees.

Section 3. The Department shall be responsible for calculating and assessing all monthly Stormwater User Fees and for establishing billing and collection procedures for the same, and for taking all other lawful actions, including, but not limited to, those set forth in City Ordinance 07-23, as are necessary or convenient in order to implement the City's stormwater management and user fee system.

Section 4. This Ordinance shall be in full force and effect from and upon its adoption in accordance to the law. All ordinances or parts thereof in conflict herewith are hereby repealed. The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part of parts.

ALL OF WHICH IS ORDAINED THIS ____ DAY OF _____, 2022.

[signature section]

ORDINANCE NUMBER 22-__

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE TEXT OF THE MIDTOWN AT WESTFIELD PLANNED UNIT DEVELOPMENT BEING THAT OF ORDOINACE 19-21 AND TITEL 16 – LAND USE CONTROLS

"Midtown at Westfield PUD Amendment I"

This amendment to a Planned Unit Development District Ordinance (the "**Amendment**"), known as the MIDTOWN AT WESTFIELD PUD DISTRICT (Ordinance 19-21, the "**Midtown Ordinance**"), to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "**UDO**"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code§ 36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "**Commission**") considered a petition (Petition No. ____-PUD-__), filed with the Commission requesting an amendment to Ordinance 19-21, enacted by the Common Council of the City of Westfield (the "**Council**") on September 9, ~~2011~~2019;

WHEREAS, the Amendment pertains to the subject real estate located north of 191st Street and east of U.S. Highway 31 North, and more particularly identified by legal description in Exhibit A attached hereto and incorporated herein (the "**Real Estate**");

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on _____ ___, 2022;

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

NOW, THEREFORE, BE IT ORDAINED by the Council, meeting in regular session, that the UDO and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

1.1 The Midtown Ordinance is hereby amended for the Real Estate. In all other respects, the Midtown Ordinance shall remain in effect and unchanged. To the extent that the provisions of the UDO or the Midtown Ordinance conflict with the provisions of this Amendment, the provisions of this Amendment shall prevail.

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Amendment and any exhibits attached hereto, and (ii) the Midtown Ordinance, and (iii) the provisions of the UDO, as amended and applicable to the Real estate, except as modified, revised, supplemented or expressly made inapplicable by this Amendment.

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

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

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

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

3.1 The District is hereby divided into two (2) areas, as depicted on the Concept Plan and labeled as "**Lot 1**" and "**Lot 2**" (individually or collectively, the "**Lot**" or "**Lots**").

3.2 Development of each Parcel shall be regulated as set forth in this Amendment.

3.3 The boundaries of the Parcels shall be developed in substantial compliance with the Concept Plan. The final layouts and site plans within the Parcels shall be subject to the terms of this Amendment and may vary from the depictions shown in the Concept Plan.

Section 4. Overlay Districts. Section 6.2 of the Midtown Ordinance shall not apply to the Real Estate. Instead, the Building on Lot 1 of the Real Estate ("**Building 1**") shall be constructed in substantial compliance with the elevations attached hereto as Exhibit C ("**Building 1 Elevations**"). The Building on Lot 2 ("**Building 2**") shall be constructed in substantial compliance with the same character and quality as Building 1; however, the design of Building 2 may be different. Conceptual elevations of Building 2 are shown in Exhibit D ("**Building 2 Conceptual Renderings and Elevations**").

Section ~~4~~5. General Regulations. The standards of Section 7 of the Midtown Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

~~4~~5.1 Minimum Building Height: Section 7.7(A) of the Midtown Ordinance is hereby modified to permit a Minimum Building Height of: (i) two (2) stories on Lot 2; (ii) three (3) stories on no more that 50% of Building 1; and (iii) four (4) stories on at least 50% of Building 1.

Section ~~5~~6. Development Standards. The standards of Section 8 of the Midtown Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

~~5~~6.1 Character Imagery: Section 8.2(A) of the Midtown Ordinance is hereby modified for the Real Estate and is hereby replaced by Exhibit ~~C~~ E (the "**Character Imagery Exhibit**") of this Amendment. In all other respects, Section 8.2(A) of the Midtown Ordinance shall remain in effect and unchanged.

~~5~~6.2 Hotel and Office Subdistrict: Section 8.2(B) of the Midtown Ordinance is replaced and restated for the Real Estate as follows:

i. Glass shall constitute at least thirty-five (35) percent of the exterior surfaces of each Building Façade.

ii. In addition to glass, each Building Façade shall utilize a minimum of two (2) other exterior building materials.

iii. A minimum of twenty (20) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials.

iv. No more than eighty (80) percent of each Building Façade (exclusive of windows and doors) shall be architectural aluminum panels.

6.3 Landscaping Standards.

i. Foundation Plantings. Section 8.4(B) of the Midtown Ordinance is amended to include the following additional text: Foundation plantings shall not be required along portions of the Front Building Façade where pedestrian infrastructure or covered canopy areas abut such façade.

ii. Parking Area Design. Section 8.4(E)(i) of the Midtown Ordinance shall be amended to include the following additional text: Perimeter Parking Area Landscaping shall not be required along the south property line of Lot 1.

~~5.3~~6.4 Lighting Standards: Section 8.5(A) of the Midtown Ordinance is hereby modified to permit the street light and parking lot light fixtures included in Exhibit ~~D~~ F (the "**Light Fixtures**") of this Amendment to be installed on the Real Estate. The luminaires on

the street light fixtures shown on Page 1 of Exhibit F shall include full covers to prevent light from projecting vertically from the fixtures.

~~5.4~~6.5 Parking and Loading Standards: Section 8.7 of the Midtown Ordinance is hereby modified for the Real Estate as follows:

~~i. Article 6.14(G)(5) of the UDO is hereby modified to permit up to 20% of all parking spaces required on the Real Estate to be a minimum of 8' wide and 18' deep to accommodate compact cars.~~

Parking Space requirements shall be determined by the Director based upon data supplied in response to traffic and parking data requested to be furnished with the application for a Detailed Development Plan.

~~5.5~~6.6 Sign Standards: Section 8.8 of the Midtown Ordinance is hereby modified to permit signage on ~~the Real Estate~~Lot 1 in substantial compliance with the sizes and locations of the signage included in Exhibit ~~E~~ C ("**Building 1 Signage**") of this Amendment.

i. Building 1 Signage shall not exceed the Sign Areas shown on Exhibit G, attached hereto.

ii. Corporate logos incorporated into exterior building materials on Buildings on the Real Estate shall not constitute Signs.

~~i.~~iii. All other Signs on the Real Estate shall comply with the UDO.

Section ~~6~~7. Infrastructure Standards. Infrastructure on the Real Estate shall comply with the UDO, the Midtown Ordinance and the City's Construction Standards (see Chapter 7 Subdivision Regulations) unless otherwise approved by the Department of Public Works.

Section ~~7~~8. Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ___ DAY OF _____, 2022.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
James Edwards	James Edwards	James Edwards
_____	_____	_____
Scott Frei	Scott Frei	Scott Frei
_____	_____	_____
Jake Gilbert	Jake Gilbert	Jake Gilbert
_____	_____	_____
Mike Johns	Mike Johns	Mike Johns
_____	_____	_____
Troy Patton	Troy Patton	Troy Patton
_____	_____	_____
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
_____	_____	_____
Scott Willis	Scott Willis	Scott Willis

ATTEST:

_____

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 22-___** was delivered to the Mayor of Westfield on the ___ day of _____, 2022, at _____ ___m.

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-__**

this _____day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-__**

this _____day of _____, 2022.

_____
J. Andrew Cook, Mayor

This document prepared by: Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana 46074, (317) 773-2190.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Matthew S. Skelton.

EXHIBIT A

“Real Estate”

A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1330.93 FEET TO A HARRISON MONUMENT AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, 129.37 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, 74.58 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST 191ST/ STREET AS CONVEYED TO THE STATE OF INDIANA AS INSTRUMENT NUMBER 2014010926 AND 2014021561 RECORDED IN THE OFFICE OF THE RECORDER FOR HAMILTON COUNTY; THENCE ALONG THE NORTHERN AND EASTERN LINES OF SAID INSTRUMENT NUMBERS FOR THE NEXT SEVEN (7) COURSES: (1) NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST, 350.00 FEET; (2) THENCE NORTH 88 DEGREES 54 MINUTES 57 SECONDS WEST, 325.04 FEET; (3) THENCE NORTH 52 DEGREES 08 MINUTES 13 SECONDS WEST, 118.93 FEET; (4) THENCE NORTH 05 DEGREES 24 MINUTES 33 SECONDS WEST, 437.38 FEET TO THE POINT OF BEGINNING; (5) THENCE CONTINUING NORTH 05 DEGREES 24 MINUTES 33 SECONDS WEST 181.05 FEET; (6) THENCE NORTH 07 DEGREES 21 MINUTES 55 SECONDS WEST, 575.59 FEET; (7) THENCE NORTH 01 DEGREE 39 MINUTES 52 SECONDS WEST, 39.10 FEET; THENCE SOUTH 87 DEGREES 11 MINUTES 19 SECONDS EAST 609.73 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST 762.31 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 20 SECONDS WEST, 516.33 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS.

EXHIBIT B

“Concept Plan”

The Concept Plan appears on the following page of this exhibit.

EXHIBIT C

“Building 1 Elevations”

The Building 1 Elevations appear on the following four (4) pages of this exhibit.

EXHIBIT D

"Building 2 Conceptual Renderings and Elevations"

The Building 2 Conceptual Renderings and Elevations appear on the following seven (7) pages of this exhibit.

EXHIBIT E

“Character Imagery Exhibit”

The Character Imagery Exhibit appears on the following seven (7) pages of this exhibit.

EXHIBIT F

"Light Fixtures"

Street lights installed within the green shaded area on the site plan figure on this Page 1 of Exhibit F shall be in substantial compliance with the light fixture image included on this Page 1 of Exhibit F.

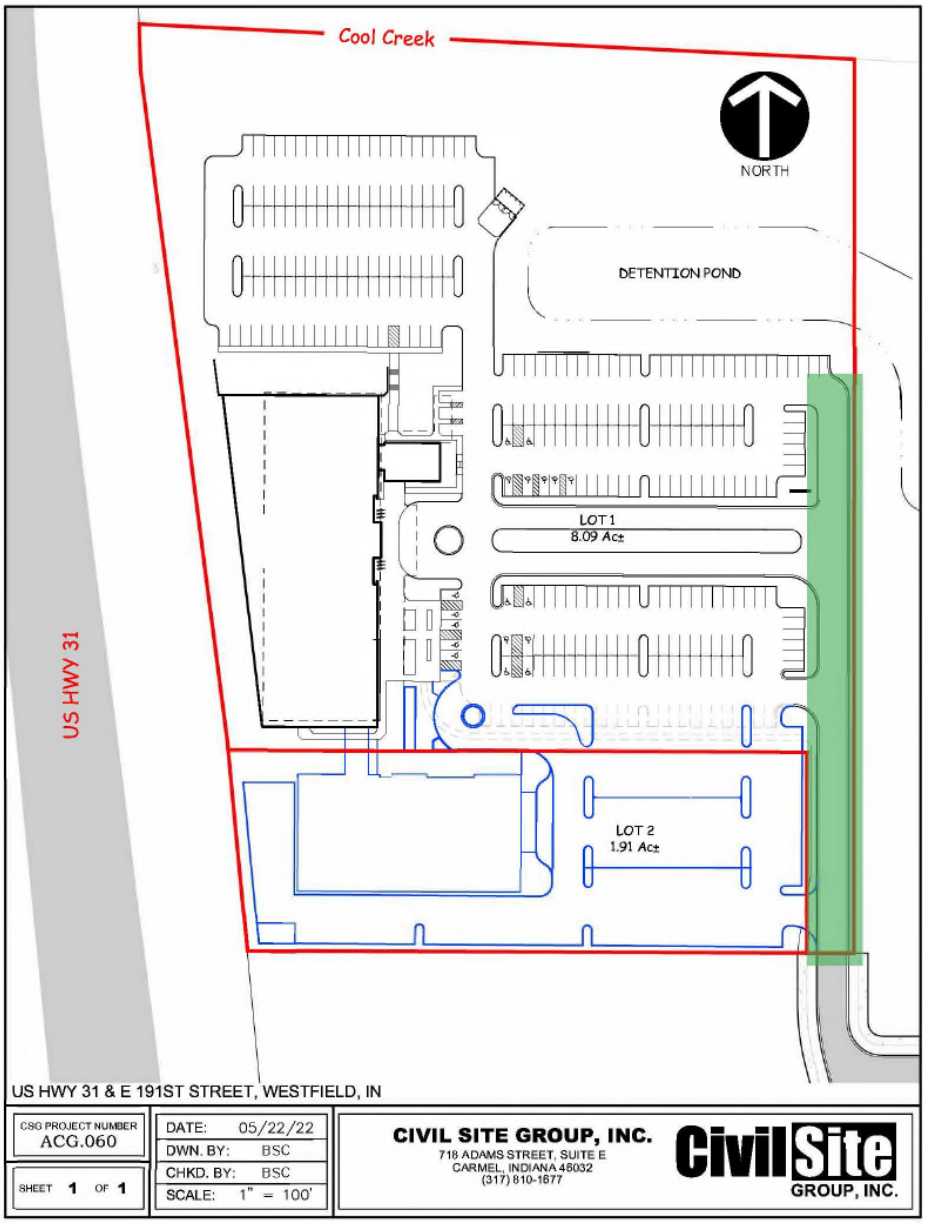


EXHIBIT F

"Light Fixtures"

Parking lot lighting installed on the Real Estate outside of the green shaded area on the site plan figure on Page 1 of Exhibit F shall be in substantial compliance with the style of light fixtures included on this Page 2 of Exhibit F.

EXHIBIT G

“Building 1 Signage”

The Building 1 Signage exhibit appears on the following four (4) pages of this exhibit.

WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Tuesday, July 5, 2022, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	2207-PUD-15
Ordinance No.	22-28
Petitioner	Alderson Development Group, LLC by Church, Church, Hittle + Antrim
Description	An amendment to the Midtown of Westfield PUD to modify Development Standards on 10 acres +/-

On August 1, 2022, a motion was made and passed to send a negative recommendation (Vote: 9 in favor, 0 opposed) to the City Council regarding this petition.

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

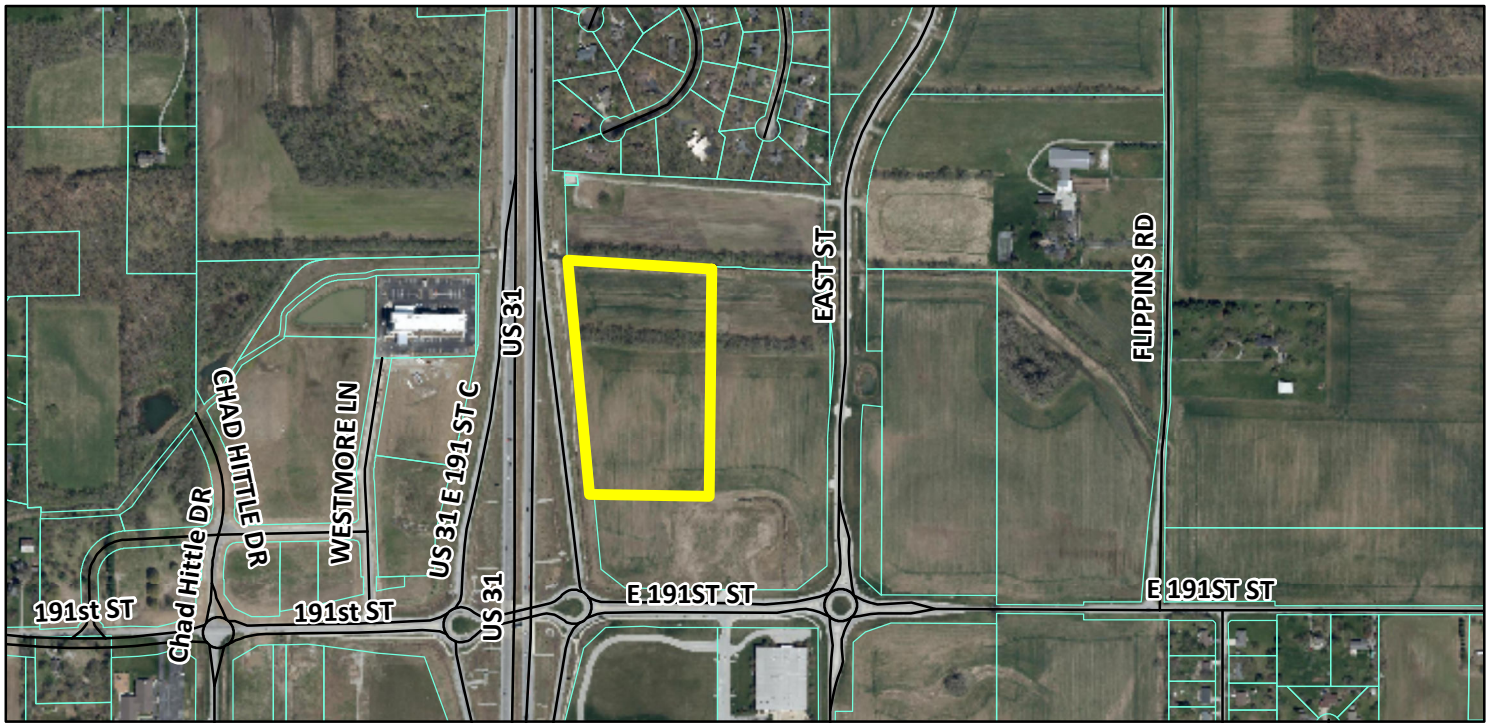
Kevin M. Todd, Secretary

August 2, 2022
Date

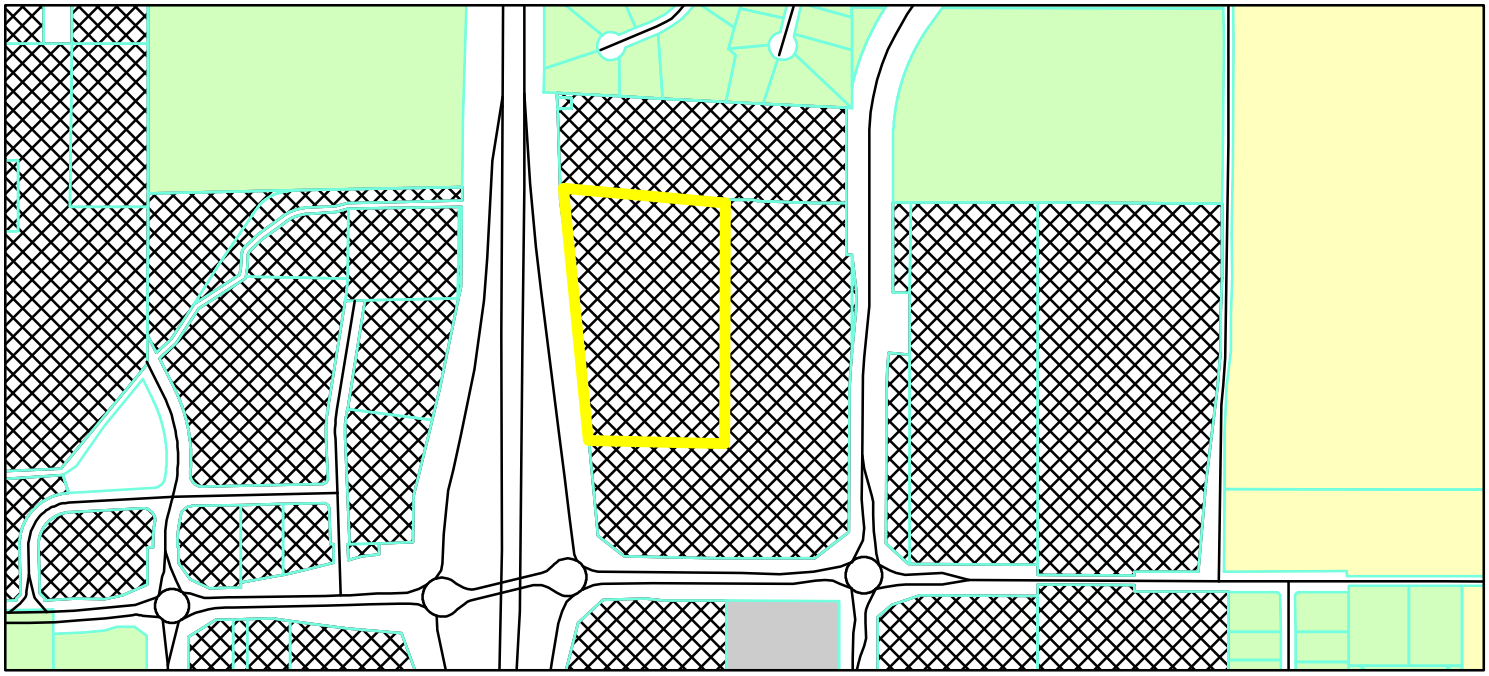
Midtown at Westfield PUD
Amendment I

Aerial Location Map

Site



Zoning Map



GIS.DBO.PW_Streets
Parcel
Parcel
Zoning - All

Zoning
AG-SF1 (Agriculture - Single Family - 1)
EI (Enclosed Industrial)
PUD (Planned Unit Development)
SF-2 (Single Family - 2)

0 0.05 0.1
Miles

N
W E
S

Narrative Statement

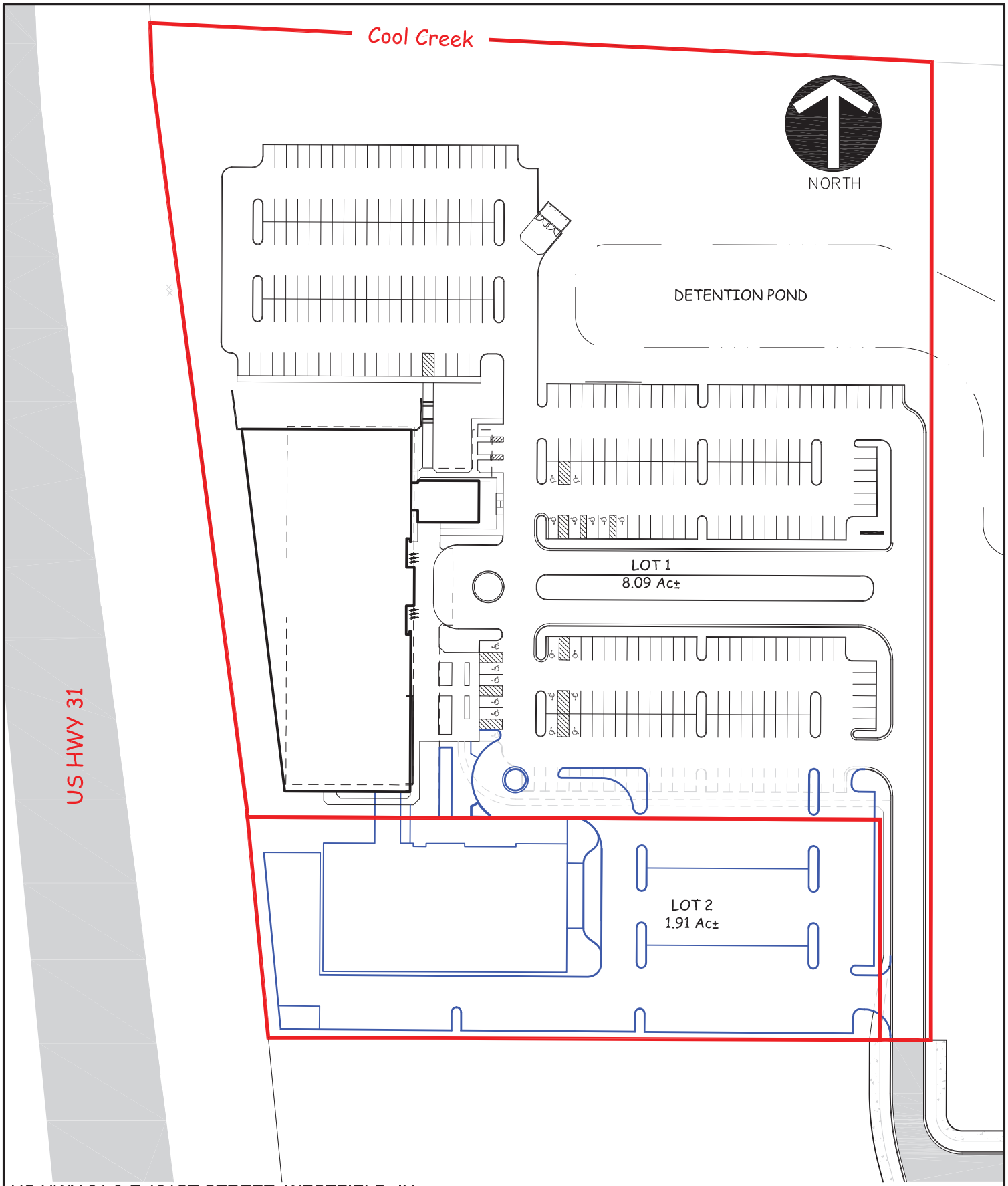
Midtown At Westfield PUD amendment

Northwest corner 191st Street and North East Street

Alderson Development Group is excited to bring forward a proposal to develop a new comprehensive medical campus for Community Health Network within the Midtown at Westfield Planned Unit Development. The location is on ten +/- acres near the northeast corner of 191st Street and U.S. 31 North. An amendment to the existing PUD is proposed to address certain architectural and design elements unique to the proposed medical campus.

The campus will be developed in two phases. Phase I will include the new Community Health Network pavilion and Phase II will include a connecting medical office building to the south.

Alderson would like to begin construction as soon as the required City approvals are obtained.



US HWY 31 & E 191ST STREET, WESTFIELD, IN

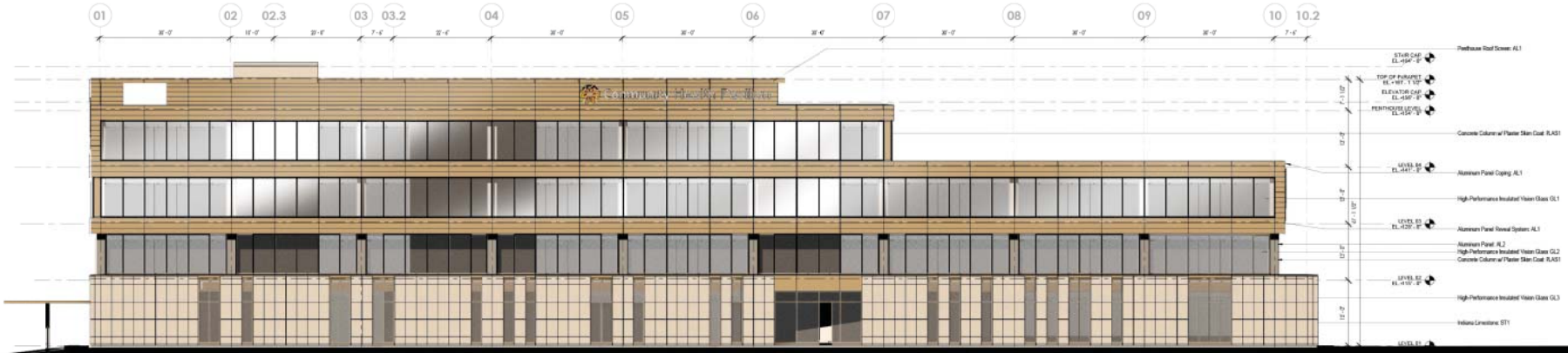
CSG PROJECT NUMBER ACG.060	DATE: 05/22/22	**CIVIL SITE GROUP, INC.** 718 ADAMS STREET, SUITE E CARMEL, INDIANA 46032 (317) 810-1677
SHEET **1** OF **1**	DWN. BY: BSC	
	CHKD. BY: BSC	
	SCALE: 1" = 100'	

Civil Site GROUP, INC.

ALDERSON COMMERCIAL GROUP

East Elevation

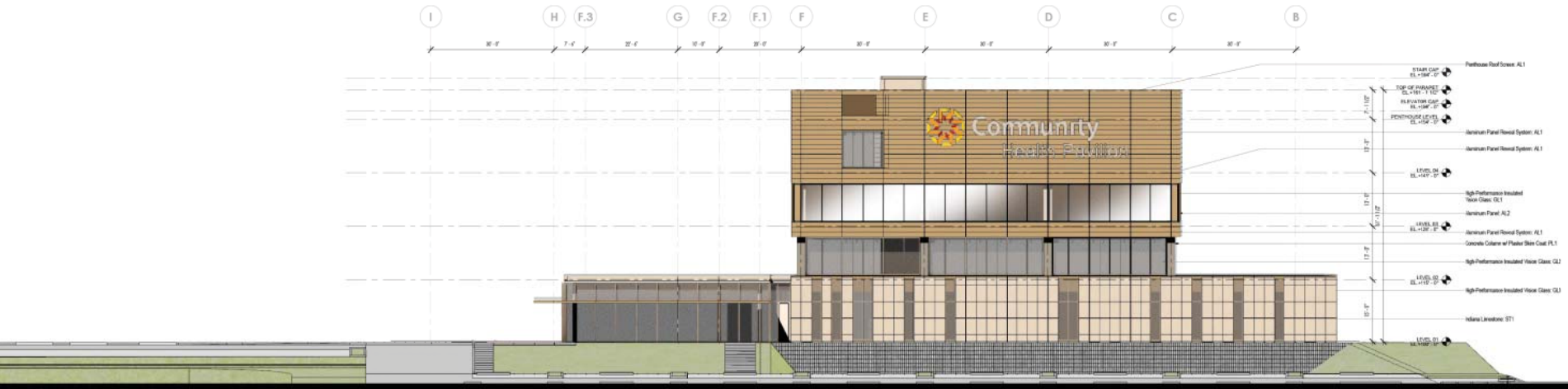
STUDIO AXIS



ALDERSON COMMERCIAL GROUP

West Elevation

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

North Elevation

STUDIO AXIS

ALDERSON COMMERCIAL GROUP

South Elevation

STUDIO AXIS

ALDERSON
COMMERCIAL GROUP

STUDIO AXIS

ALDERSON
COMMERCIAL GROUP

STUDIO AXIS

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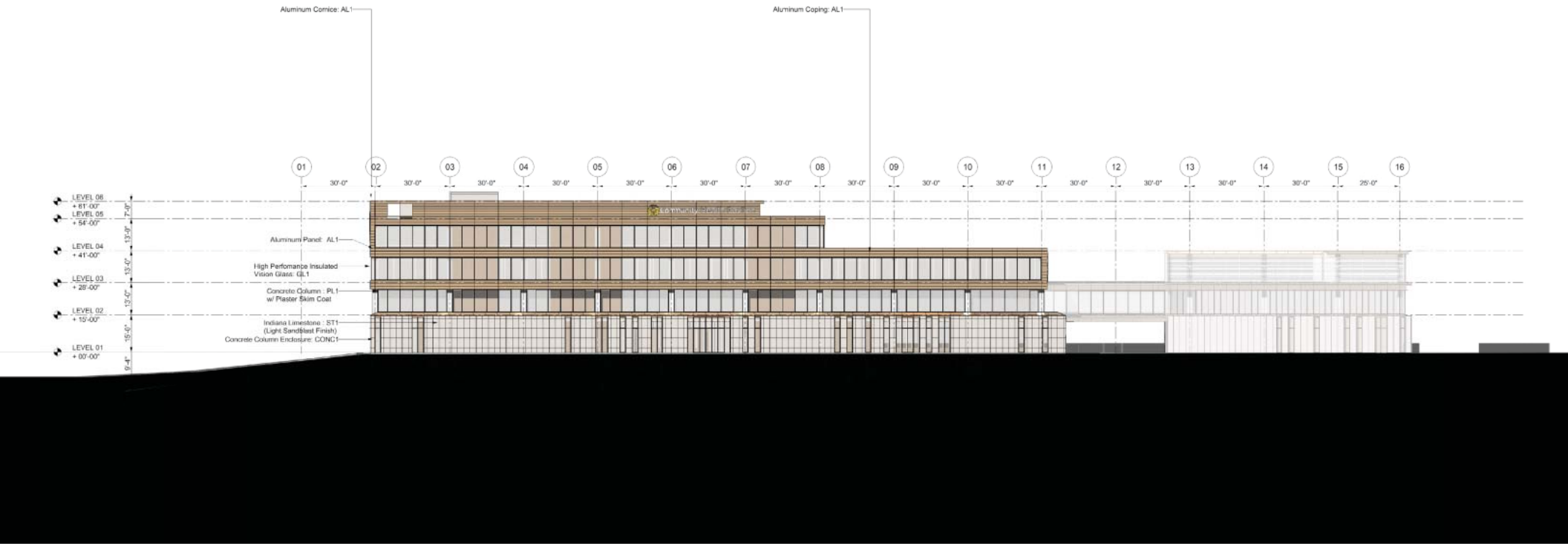
East Elevation

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

West Elevation

STUDIO AXIS

ALDERSON COMMERCIAL GROUP

North Elevation

STUDIO AXIS

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ALDERSON
COMMERCIAL GROUP

STUDIO AXIS

EXHIBIT F

"Light Fixtures"

Street lights installed within the green shaded area on the site plan figure on this Page 1 of Exhibit F shall be in substantial compliance with the light fixture image included on this Page 1 of Exhibit F.

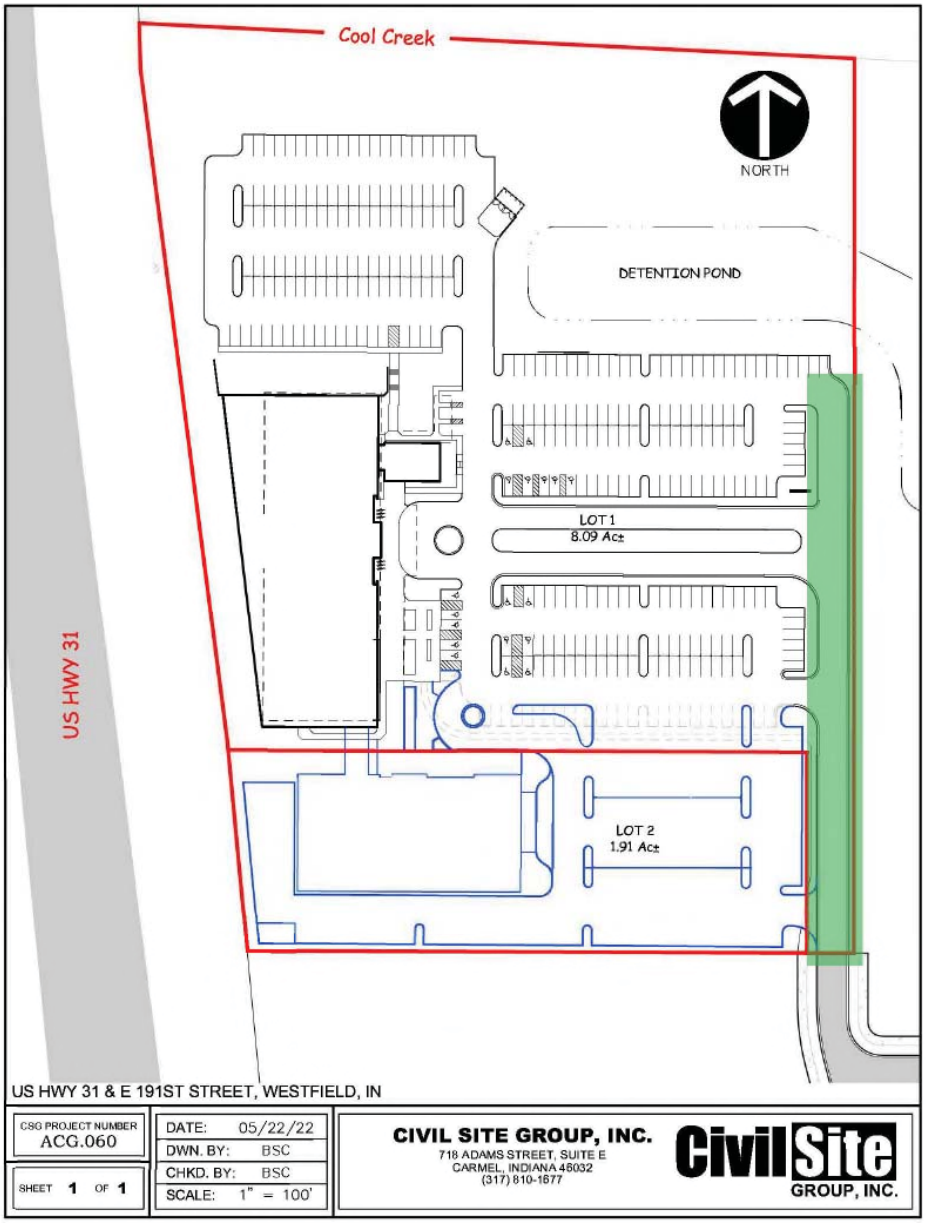


EXHIBIT F

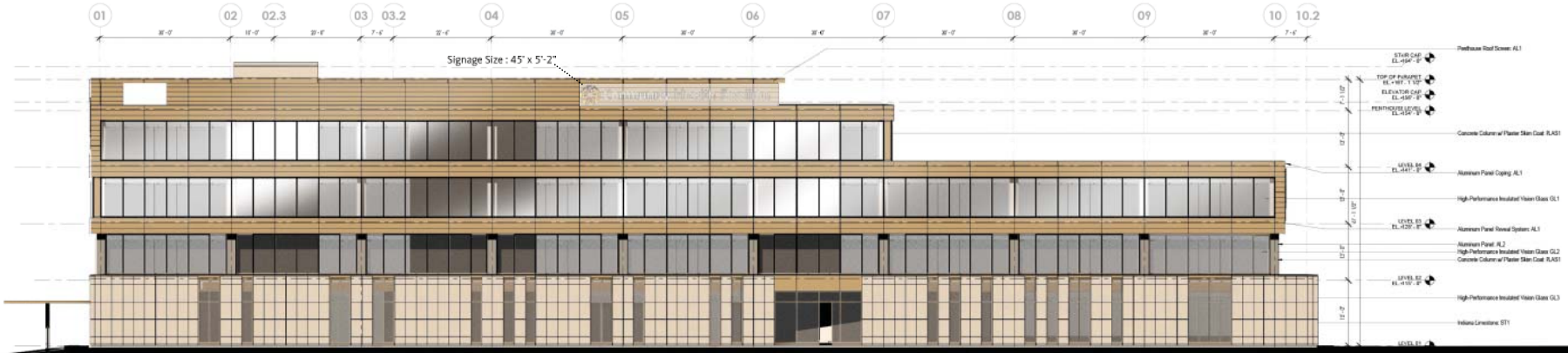
"Light Fixtures"

Parking lot lighting installed on the Real Estate outside of the green shaded area on the site plan figure on Page 1 of Exhibit F shall be in substantial compliance with the style of light fixtures included on this Page 2 of Exhibit F.

ALDERSON COMMERCIAL GROUP

East Elevation

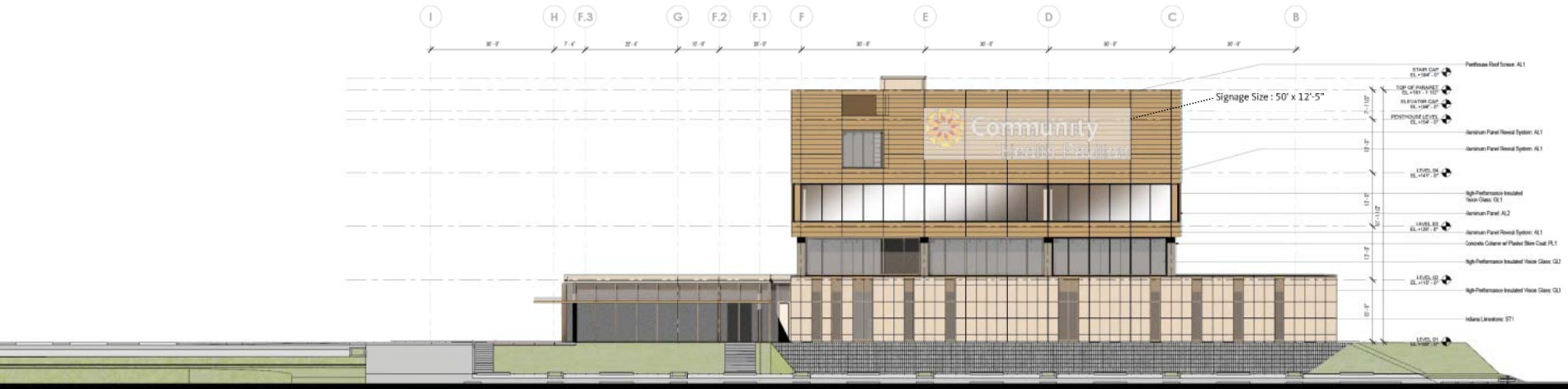
STUDIO AXIS



ALDERSON COMMERCIAL GROUP

West Elevation

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

North Elevation

STUDIO AXIS

ALDERSON COMMERCIAL GROUP

South Elevation

STUDIO AXIS

Westfield City Council Report

Ordinance Number:	22-28
APC Petition Number:	2207-PUD-15
Petitioner:	Alderson Development Group, LLC by Church Church Hittle + Antrim (the "Petitioner")
Requested Action:	An amendment to the Midtown at Westfield to modify Development Standards on 10 acres +/-
Current Zoning:	Midtown at Westfield PUD (Ord. 19-21)
Current Land Use:	Vacant
Exhibits:	1. Staff Report 2. Location Map 3. Narrative Statement 4. Proposed Ord. 22-28 5. Proposed Ord. 22-28 (Redline Version) 6. Concept Plan 7. Building Elevations – Bldg 1 8. Building Elevations – Bldg 2 9. Character Imagery Exhibit 10. Light Fixture Exhibit 11. Signage Exhibit 12. APC Certification
Prepared by:	Daine Crabtree, Senior Planner

PETITION HISTORY

The Midtown of Westfield PUD was approved at the September 9, 2019 Westfield City Council meeting.

This petition was introduced at the June 13, 2022, City Council meeting and received a public hearing at the July 5, 2022 Advisory Plan Commission (the "Plan Commission") meeting. At the August 1, 2022 APC meeting, the APC forwarded a unanimous favorable (vote: 9-0) recommendation to the City Council.

PROJECT OVERVIEW

Location: This subject real estate is approximately 10 acres in size and is located at the northeast corner of US Highway 31 and 191st Street, approximately (see **Exhibit 2**).

Project Description: The petitioner is requesting an amendment to the Midtown of Westfield PUD for various development standards to accommodate a new ambulatory health care pavilion (see **Exhibit 3).**

ZONING REQUEST

The Proposed Amendment includes a Concept Plan for the Property and its development (see **Exhibit 6**). The final layout and site plan(s) may vary from the Concept Plan.

The Proposed Amendment includes specific Character Imagery which may vary from the Character Imagery provided in the Current PUD (see **Exhibit 9**).

The Proposed Amendment states that the State Highway 32 Overlay District shall not apply to the Property; instead, Building Elevation Exhibits (see **Exhibits 7** and **8**) shall apply and shall be constructed in substantial compliance with said exhibits.

The Proposed Amendment seeks to modify the following development standards for the Midtown of Westfield PUD, as applicable to the Property:

- *Building Height*
  - The Minimum Building Height standards would permit a two-story building on Lot 2 and a three-story building on Lot 1, provided that at least 50% of the building on Lot 1 would be four (4) stories in height.
    - The Current PUD sets forth a minimum building height of four (4) stories or sixty (60) feet.
- *Architectural Standards*
  - In addition to glass, each Building Façade shall utilize a minimum of two (2) other exterior building materials
    - The Current PUD requires three (3) different exterior building materials; the PUD does not state whether glass is considered as such.
  - A minimum of thirty-five percent (35%) of each Building Façade shall be glass
  - A minimum of twenty percent (20%) of each Building Façade (exclusive of windows and doors) shall be Masonry Materials
    - The Current PUD permits a minimum of thirty-three percent (33%) Masonry Materials if Architectural Insulated Panels are used.
  - No more than eighty percent (80%) of each Building Façade (exclusive of windows and doors) shall be architectural aluminum panels
    - The Current PUD permits a maximum of sixty-seven percent (67%) of each Building Façade to be comprised of Architectural Insulated Panels.

- *Landscaping Standards*
    - Foundation plantings are proposed to not be required where portions of the Front Building Façade are covered by canopy areas or where pedestrian infrastructure is immediately adjacent.
    - Perimeter Parking Area landscaping shall not be required along the south property line of Lot 1; eventually, if/when Lot 2 is developed, this landscaping would be removed for the expansion of the pavilion.
- *Lighting Standards*
    - A light fixture exhibit (see **Exhibit 10**) has been included in the PUD, which would permit the light fixtures shown within and requires substantial compliance with the fixture images.
    - Luminaries on the street lights shall include full covers to prevent light from projecting vertically.
- *Parking and Loading Standards*
    - Parking Space calculation requirements shall be determined by the Director of the Community Development Department
- *Sign Standards*
    - A sign exhibit (see **Exhibit 11**) has been included in the PUD, which would permit the signage shown within and requires substantial compliance.
        - Building 1 wall signage shall not exceed the Sign Areas shown within Exhibit 11
        - Corporate logos incorporated into exterior building materials on Buildings shall not constitute as Signage
        - All other Signs shall comply with the UDO.

COMPREHENSIVE PLAN

Indiana Code states that reasonable regard be paid to the Comprehensive Plan when considering zone map changes; however, the Comprehensive Plan is not law. The Comprehensive Plan is intended to serve as a guide in making land use decisions.

The Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan") identifies the "Employment Corridor" land uses as the appropriate land use for the Property.

For the Employment Corridor area, the Comprehensive Plan lists office and service uses, research and development and retail and institutional uses that are subordinate to and supportive of the office and service uses as appropriate.

Thoroughfare Plan: The following corridors are impacted by the development of the Property: (i) Primary Arterial 1: US 31; (ii) Primary Arterial 2: 191st Street; (iii) Secondary Arterial: East Street; (iv) Local: Flippins Road (v) Proposed Local: other proposed streets internal to the development; and (vi) Alternative Transportation Plan: proposed Cool Creek Trail, perimeter pathways along perimeter streets, and sidewalks along internal streets.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the July 5, 2022, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

Statutory Considerations: Indiana Code 36-7-4-603 states that in the consideration of zoning ordinance amendments and zone map changes that reasonable regard shall be paid to:

1. The Comprehensive Plan.
2. Current conditions and the character of current structures and uses.
3. The most desirable use for which the land is adapted.
4. The conservation of property values throughout the jurisdiction.
5. Responsible growth and development.

Council Introduction: The petition was introduced at the June 13, 2022, City Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its August 1, 2022, meeting, the Plan Commission forwarded a unanimous favorable recommendation of this petition to the Council (Vote: 9 in favor, 0 opposed).

City Council

Introduction: June 13, 2022

Eligible for Adoption: August 8, 2022

Submitted by: Daine Crabtree, Senior Planner
Community Development Department

ORDINANCE 22-35

AN ORDINANCE TO AMEND PROVISIONS IN THE WESTFIELD-WASHINGTON TOWNSHIP UNIFIED DEVELOPMENT ORDINANCE

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

WHEREAS, it is the duty and the responsibility of the City to administer the Westfield-Washington Township Unified Development Ordinance (the "UDO") throughout the City and Washington Township, Indiana as identified through the adoption of a Joinder Agreement; and,

WHEREAS, from time to time it is necessary to amend and revise the UDO, and pursuant to I.C. § 36-7-4-602 and I.C. § 36-7-4-701, the City is authorized to amend the UDO; and

WHEREAS, on _____, the Westfield-Washington Township Advisory Plan Commission forwarded Petition No. 2209-ZOA-03 to the Council with a _____ recommendation in accordance with Indiana Code § 36-7-4-607; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the following provisions of the Unified Development Ordinance are amended as follows:

Section 1. **Article 3.5 Floodplain Administrator** shall be replaced by Exhibit A.

Section 2. **Article 5.5 Floodplain Overlay District (FOD)** shall be replaced by Exhibit B.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. All acts undertaken to in creation of this Ordinance are hereby ratified.

[The remainder of this page intentionally left blank.]

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____, 2022.
WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
James J. Edwards	James J. Edwards	James J. Edwards
_____	_____	_____
Scott Frei	Scott Frei	Scott Frei
_____	_____	_____
Jake Gilbert	Jake Gilbert	Jake Gilbert
_____	_____	_____
Mike Johns	Mike Johns	Mike Johns
_____	_____	_____
Troy Patton	Troy Patton	Troy Patton
_____	_____	_____
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
_____	_____	_____
Scott Willis	Scott Willis	Scott Willis

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-35 was delivered to the Mayor of Westfield

on the _____ day of _____, 2022, at _____ ____ m.

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-35

this _____ day of _____, 2022.

_____

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-35

this _____ day of _____, 2022.

_____

J. Andrew Cook, Mayor

This document prepared by:
Pam Howard, Assistant Director
City of Westfield, Community Development Department
2728 East 171st Street, Westfield, Indiana 46074 | (317) 804-3170

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: Pamela L. Howard.

3.5 Floodplain Administrator

A. **Floodplain Administrator:** The Director and/or designated staff of the Department, is hereby designated and known as the "Floodplain Administrator".

B. **Authority:** The Floodplain Administrator and/or designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

C. **Duties and Responsibilities:** The Floodplain Administer shall include, but are not limited to:

1. Enforce the provisions of this ordinance;
2. Evaluate application for permits to develop in Special Flood Hazard Areas (SFHAs) to assure that the permit requirements of this ordinance have been satisfied;
3. Interpret Floodplain boundaries and provide Flood hazard and Flood protection elevation information;
4. Issue permits to develop in SFHAs when the provisions of these regulations have been met or refuse to issue the same in the event of noncompliance;
5. Advise permittee that additional Federal, State and/or local permits may be required. If specific Federal, State and/or local permits are known, require that copies of such permits be provided and maintained on file with the Floodplain Development permit;
6. Conduct Substantial Damage determinations to determine whether existing structures, damaged from any source and in SFHAs identified by FEMA, must meet the development standards of these regulations;
7. For applications to improve structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, Substantial Improvements, repairs of Substantial Damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator shall:
   a. Verify and document the market value of the pre-damaged or pre-improved structure;
   b. Compare the cost to perform the improvement; or the cost to repair a damaged building to its pre-damaged condition; or, the combined costs of improvements and repair, if applicable, to the market value of the pre-damaged or pre-improved structure. The cost of all work must be included in the project costs, including work that might otherwise be considered routine maintenance. Items/activities that must be included in the cost shall be in keeping with guidance published by FEMA to ensure compliance with the National Flood Insurance Program (NFIP) and to avoid any conflict with future flood

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insurance claims of policyholders within the community;

c. Determine and document whether the proposed work constitutes Substantial Improvement or repair of Substantial Damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "Substantial Improvement" for proposed work to repair damage caused by flood, the determination requires evaluation of previous permits issued to repair Flood-related damage as specified in the definition of Substantial Damage; and

d. Notify the applicant if it is determined that the work constitutes Substantial Improvement or repair of Substantial Damage and that compliance with the applicable general and specific standards in *Article 5.5(H)* of this ordinance are required.

8. Notify adjacent communities and the State Floodplain Coordinator prior to any alteration or relocation of a Watercourse and submit copies of such notifications to FEMA.

9. Ensure that construction authorization has been granted by the Indiana DNR for all development projects subject to *Article 5.5(H)*, *Section 5.5(H)(1)(a)*, *Section 5.5(H)(1)(c)* and *Section 5.5(H)(1)(d)* of this ordinance. Maintain a record of such authorization (either copy of actual permit/authorization or Floodplain analysis/regulatory assessment).

10. Verify the upstream drainage area of any proposed development site near any Watercourse not identified on a FEMA map to determine if *Article 3.5(C)(9)* is applicable.

11. Assure that maintenance is provided within the altered or relocated portion of said Watercourse so that the Flood-carrying capacity is not diminished.

12. Verify and record the actual elevation of the Lowest Floor (including basement) of all new or substantially improved structures, in accordance with *Article 5.5(G)(1)(a)(vi)*.

13. Verify and record the actual elevation to which any new or substantially improved structures have been floodproofed in accordance with *Article 5.5(G)(1)(a)(vii)*.

14. Make on-site inspections of projects in accordance with *Article 5.5(G)*.

15. Coordinate with insurance adjusters prior to permitting any proposed work to bring any Flood-damaged structure covered by a standard Flood insurance policy into compliance (either a substantially damaged structure or a Repetitive Loss structure) to ensure eligibility for ICC funds.

16. Ensure that an approved connection to a public sewer system or an approved on-site septic system is planned for any structures (residential or nonresidential) to be equipped with plumbing.

17. Provide information, testimony, or other evidence as needed during Variance hearings.

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18. Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with *Article 5.5(G)(2)(b)*.
19. Maintain for public inspection and furnish upon request local permit documents, damaged structure inventories, Substantial Damage determinations, Regulatory flood data, SFHA maps, LOMC, copies of DNR permits, letters of authorization, and Floodplain analysis and regulatory assessments (letters of recommendation), federal permit documents, and "as-built" elevation and Floodproofing data for all Buildings constructed subject to this ordinance in accordance with *Article 5.5(G)(2)(d)*.
20. Coordinate map maintenance activities and associated FEMA follow-up in accordance with *Article 5.5(G)(3)*.
21. Utilize and enforce all LOMCs or PMRs issued by FEMA for the currently effective SFHA maps of the community.
22. Request any additional information which may be necessary to determination the disposition of a proposed development or Structure with respect to the requirements of this ordinance.

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3.6 Plan Commission

5.5 Floodplain Overlay District (FOD)

A. **Applicability:**

1. This Article shall apply to all Special Flood Hazard Areas (SFHAs) and known Flood Prone Areas, as defined herein, within the Jurisdiction of the Plan Commission (the "FOD").
2. No Building shall hereafter be located, extended, converted or structurally altered within this Overlay without full compliance with the terms of this Article and other applicable regulations.
3. No land or stream within this Overlay shall hereafter be altered without full compliance with the terms of this Article and other applicable regulations.
4. The Indiana Legislature has in IC 36-1-4-11 granted the power to local government units to control land use within their jurisdictions. Therefore, the Common Council of the City of Westfield does hereby adopt the following Floodplain Management Regulations.

B. **Findings of Fact:** The Flood Hazard Areas of the City of Westfield are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraodinary public expenditures for Flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. Additionally, Structures that are inadequately elevated, floodproofed, or otherwise protected from Flood damage also contribute to the Flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

C. **Statement of Purpose:** It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to Flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly Flood control projects;
3. Minimize the need for rescue and relief efforts associated with Flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in Floodplain;
6. Help maintain a stable tax base by providing for the sound use and Development of Flood Prone Areas in such a manner as to minimize Flood blight area;
7. Ensure that those who occupy the Areas of Special Flood Hazard assume responsibility for their actions;

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8. Minimize the impact of a Development on adjacent properties within and near Flood Prone Areas;
9. Ensure that the Flood storage and conveyance functions of the Floodplain are maintained;
10. Minimize the impact of a Development on the natural, beneficial values of the Floodplain;
11. Prevent Floodplain uses that are either hazardous or environmentally incompatible; and
12. Meet Community participation requirements of the National Flood Insurance Program.

D. **Methods of Reducing Flood Loss:** In order to accomplish its purposes, these regulations include methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in Flood heights or velocities;
2. Requiring that uses vulnerable to Floods, including facilities, which serve such uses, be protected against Flood damage at the time of initial construction;
3. Controlling the alteration of natural Floodplains, stream channels, and natural protective barriers, which help accommodate or channel Flood waters;
4. Controlling, filling, grading, dredging, excavating, and other Development which may increase Flood damage; and
5. Preventing or regulating the construction of Flood barriers, which will unnaturally divert Flood, waters or which may increase Flood hazards in other areas.

E. **Definitions:** Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them meaning they have in common usage and to give these regulations the most reasonable application. Additionally, some words defined below are also defined in *Article 12.1*, in these instances, the definitions provided in this section shall be applicable in *Article 5.5* only.

1. Alteration of a Watercourse: means a dam, impoundment, channel relocation, change in channelalignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other modification which may alter, impede, retard or change the direction and/or velocity of the flow of water during conditions of the Base Flood.
2. Accessory Structure: means a Structure with a floor area of 400 square feet or less that is on the same parcel of property as a principal Structure and the use of which is incidental to the use of the principal Structure; an Accessory Structure specifically excludes Structures used for human habitation.

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a. Accessory Structures are considered Walled and Roofed where the Structure includes at least two outside rigid walls and a fully secured roof.
b. Examples of Accessory Structures include but are not limited to two-car detached garages (or smaller), carports, storage and tool sheds, and small boathouses.
c. The following may have uses that are incidental or accessory to the principal Structure on a parcel but are generally not considered to be Accessory Structures by the National Flood Insurance Program (NFIP):
   i. Structures in which any portion is used for human habitation, whether as a permanent residence or as temporary or seasonal living quarters, such as a detached garage or carriage house that includes an apartment or guest quarters, or a detached guest house on the same parcel as a principal residence;
   ii. Structures used by the public, such as a place of employment or entertainment; and
   iii. Development that does not meet the NFIP definition of a Structure for Floodplain Management purposes. Examples include, but are not necessarily limited to, a gazebo, pavilion, picnic shelter, or carport that is open on all sides (roofed but not walled).

3. Addition: (to an existing Structure) means any Walled and Roofed expansion to the perimeter of a Structure in which the Addition is connected by a common load-bearing wall other than a firewall. Any Walled and Roofed Addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is New Construction.
4. Appeal: means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance, a request for a Variance, or a challenge of a board decision.
5. Area of Special Flood Hazard: is the land within a Community subject to a one-percent (1%) or greater chance of being flooded in any given year.
6. Base Flood: means the Flood having a one percent chance of being equaled or exceeded in any given year. The Base Flood may also be referred to as the one percent (1%) annual chance Flood or one hundred (100) year Flood.
7. Base Flood Elevation (BFE): means the water surface elevation of the Base Flood in relation to a specified datum, usually the North American Vertical Datum of 1988.
8. Basement: means that portion of a Structure having its floor sub-grade (below ground level) on all sides.
9. Best Available Flood Layer (BAFL): means Floodplain studies and any corresponding Floodplain maps prepared and/or approved by the Indiana Department of Natural Resources which provide BFE information,

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Floodplain limits, and/or Floodway delineations for Flood hazards identified by approximate studies on the currently effective FIRM (Zone A) and/or for waterways where the Flood hazard is not identified on available Floodplain mapping.

10. Building: see "Structure."

11. Community: means a political entity that has the authority to adopt and enforce Floodplain ordinances for the areas within its jurisdiction.

12. Critical Facility: means a facility for which even a slight chance of Flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, and installations which produce, use or store hazardous materials or hazardous waste.

13. Development: means, for Floodplain Management purposes, any man-made change to improved or unimproved real estate including but not limited to:

    a. Construction, reconstruction, or placement of a Structure or any Addition to a Structure;
    b. Installing a Manufactured Home on a site, preparing a site for a Manufactured Home or installing a Recreational Vehicle on a site for more than 180 days;
    c. Installing utilities, erection of walls and fences, construction of roads, or similar projects;
    d. Construction of Flood control Structures such as levees, dikes, dams, channel improvements, etc.;
    e. Mining, dredging, filling, grading, excavation, or drilling operations;
    f. Construction and/or reconstruction of boat lifts, docks, piers and seawalls;
    g. Construction and/or reconstruction of, bridges or culverts;
    h. Storage of materials; or
    i. Any other activity that might change the direction, height, or velocity of Flood or surface waters.
    j. "Development" does not include activities such as the maintenance of existing Structures and facilities such as painting; re-roofing; resurfacing roads; or, gardening, plowing, and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent Structures.

14. Elevation Certificate: means a FEMA form that is routinely reviewed and approved by the White House Office of Management and Budget under the Paperwork Reduction Act, that is encouraged to be used to collect certified elevation information.

15. Enclosed Area: (enclosure) is an area of a Structure enclosed by walls on all sides.

16. Enclosure Below the Lowest Floor: see "Lowest Floor" and "Enclosed Area."

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17. Existing Manufactured Home Park or Subdivision: means a Manufactured Home Park or Subdivision for which the construction of facilities for servicing the lots on which the Manufactured Homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the Community's first Floodplain ordinance.
18. Expansion to an Existing Manufactured Home Park or Subdivision: means the preparation of additional sites by the construction of facilities for servicing the lots on which the Manufactured Homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
19. FEMA: means the Federal Emergency Management Agency.
20. Fill: for Floodplain Management purposes, means any material deposited or placed which has the effect of raising the level of the ground surface above the Natural Grade elevation. Fill material includes but is not limited to consolidated material such as concrete and brick and unconsolidated material such as soil, sand, gravel, and stone.
21. Flood or Flooding: means a general and temporary condition of partial or complete inundation of normally dry land areas from:
    a. The overflow of inland or tidal waters;
    b. The unusual and rapid accumulation or runoff of surface waters from any source;
    c. Mudslides (i.e., mudflows) which are proximately caused by Flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current;
    d. Flood or Flooding also includes the collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or current of water exceeding anticipated cyclical levels that result in a Flood as defined above.
22. Flood Hazard Area: means areas subject to the one-percent (1%) annual chance Flood (see "Special Flood Hazard Area").
23. Flood Insurance Rate Map (FIRM): means an official map of a Community, on which FEMA has delineated both the Areas of Special Flood Hazard and the risk premium zones applicable to the Community. A FIRM that has been made a available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
24. Flood Insurance Study (FIS): means the official hydraulic and hydrologic report provided by FEMA. The report contains Flood profiles, as well as the FIRM and the water surface elevation of the Base Flood.
25. Flood Prone Area: means any land acknowledged by a Community as being susceptible to inundation by water from any source (see

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"Floodplain").

26. Flood Protection Grade (FPG): is the BFE plus two (2) feet at any given location in the SFHA (see "Freeboard").
27. Floodplain or Flood Prone Area: means any land area susceptible to being inundated by water from any source (see "Flood").
28. Floodplain Management: means the operation of an overall program of corrective and preventive measures for reducing Flood damage and preserving and enhancing, where possible, natural resources in the Floodplain, including but not limited to emergency preparedness plans, Flood control works, Floodplain Management Regulations, and open space plans.
29. Floodplain Management Regulations: means zoning ordinances, subdivision regulations, Building codes, health regulations, special purpose ordinances (such as a Floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power which control Development in Flood Prone Areas. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of Flood damage prevention and reduction.
30. Floodproofing (Dry Floodproofing): is a method of protecting a Structure that ensures that the Structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation with walls that are substantially impermeable to the passage of water. All structural components of these walls are capable of resisting hydrostatic and hydrodynamic Flood forces, including the effects of buoyancy, and anticipated debris impact forces.
31. Floodproofing Certificate: is a form used to certify compliance for non-residential Structures as an alternative to elevating Structures to or above the FPG.
32. Floodway: is the channel of a river or other Watercourse and the adjacent land areas that must be reserved in order to discharge the Base Flood without cumulative increasing the water surface elevation more than a designated height.
33. Freeboard: means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of Floodplain Management. It is used to compensate for the many unknown factors that could contribute to Flood heights greater than those calculated for the Base Flood.
34. Fringe or Flood Fringe: is the portion of the Floodplain lying outside the Floodway.
35. Functionally Dependent Use: means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage

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or related manufacturing facilities.

36. Hardship: (as related to Variances of this ordinance) means the exceptional Hardship that would result from a failure to grant the requested Variance. The City of Westfield Board of Zoning Appeals requires that the Variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial Hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional Hardship. All of those problems can be resolved through other means without granting a Variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

37. Highest Adjacent Grade: means the highest natural elevation of the ground surface, prior to the Start of Construction, next to the proposed walls of a Structure.

38. Historic Structure: means any Structure that is:
    a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
    b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
    c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
    d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by (a) an approved state program as determined by the Secretary of Interior, or (b) directly by the Secretary of Interior in states without approved programs.

39. Hydrologic and Hydraulic Engineering Analysis: means analyses performed by a professional engineer licensed by the State of Indiana, in accordance with standard engineering practices that are accepted by the Indiana Department of Natural Resources and FEMA, used to determine the Base Flood, other frequency Floods, Flood elevations, Floodway information and boundaries, and Flood profiles.

40. International Code Council-Evaluation Service (ICC-ES) Report: means a document that presents the findings, conclusions, and recommendations from a particular evaluation. ICC-ES reports provide information about what code requirements or acceptance criteria were used to evaluate a product, and how the product should be identified, installed.

41. Letter of Final Determination (LFD): means a letter issued by FEMA

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during the mapping update process which establishes final elevations and provides the new Flood map and Flood study to the Community. The LFD initiates the six-month adoption period. The Community must adopt or amend its Floodplain Management Regulations during this six-month period unless the Community has previously incorporated an automatic adoption clause.

42. Letter of Map Change (LOMC): is a general term used to refer to the several types of revisions and amendments to FEMA maps that can be accomplished by letter. They are broken down into the following categories:
    a. Conditional Letter of Map Revision (CLOMR): means FEMA's comment on a proposed project that would, upon construction, result in modification of the SFHA through the placement of Fill outside the existing Regulatory Floodway.
    b. Conditional Letter of Map Revision Based on Fill (CLOMR-F): means a letter from FEMA stating that a proposed Structure that will be elevated by Fill would not be inundated by the Base Flood.
    c. Letter of Map Amendment (LOMA): means an amendment by letter to the currently effective FEMA map that establishes that a Building or of land is not located in a SFHA through the submittal of property specific elevation data. A LOMA is only issued by FEMA.
    d. Letter of Map Amendment Out as Shown (LOMA-OAS): means an official determination b FEMA that states the property or Building is correctly shown outside the SFHA as shown on an effective NFIP map. Therefore, the mandatory Flood insurance requirement does not apply. An out-as-shown determination does not require elevations.
    e. Letter of Map Revision (LOMR): means an official revision to the currently effective FEMA map. It is issued by FEMA and changes Flood zones, delineations, and elevations.
    f. Letter of Map Revision Based on Fill (LOMR-F): means FEMA's modification of the SFHA shown on the FIRM based on the placement of Fill outside the existing Regulatory Floodway.
43. Lowest Adjacent Grade: means the lowest elevation, after completion of construction, of the ground, sidewalk, patio, deck support, or Basement entryway immediately SFHA shown on the FIRM based on the placement of Fill outside the existing Regulatory Floodway.
44. Lowest Floor: means, for Floodplain Management purposes, the lowest elevation desribed among the following:
    a. The Lowest Floor of a Building;
    b. The Basement floor;
    c. The garage floor if the garage is connected to the Building;
    d. The first floor of a Structure elevated on pilings or pillars;
    e. The floor level of any enclosure, other than a Basement, below an elevated Structure where the walls of the enclosure provide any resistance to the flow of Floodwaters. Designs for meeting the

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Flood opening requirement must either be certified by a registered professional engineer or architect or meet or exceed the following criteria:

i. The walls are designed to automatically equalize the hydrostatic Flood forces on the walls by allowing for the entry and exit of floodwaters;

ii. At least two (2) openings are designed and maintained for the entry and exit of floodwater; and these openings provide a total net area of at least one (1) square inch for every one (1) square foot of Enclosed Area. The bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher. Doorways and windows do not qualify as openings;

f. The first floor of a Building elevated on pilings or columns in a coastal high hazard area (as that term is defined in 44 CFR 59.1), as long as it meets the requirements of 44 CFR 60.3.

45. Manufactured Home: means a Structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle."

46. Manufactured Home Park or Subdivision: means a parcel (or contiguous parcels) of land divided into two (2) or more Manufactured Home Lots for rent or sale.

47. Mitigation: means sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of Mitigation is twofold: to protect people and Structures, and to minimize the cost of disaster response and recovery.

48. National Flood Insurance Program (NFIP): the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

49. Natural Grade: for Floodplain Management purposes means the elevation of the undisturbed natural surface of the ground. Fill placed prior to the date of the initial identification of the Flood hazard on a FEMA map is also considered Natural Grade.

50. New Construction: for Floodplain Management purposes means any Structure for which the "Start of Construction" commenced on or after the effective date of a Floodplain Management Regulations adopted by a Community and includes any subsequent improvements to such Structures.

51. New Manufactured Home Park or Subdivision: means a Manufactured Home Park or Subdivision for which the construction of facilities for servicing the Lots on which the Manufactured Homes are to be affixed

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(including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the Community's first Floodplain ordinance.

52. North American Vertical Datum of 1988 (NAVD 88): as adopted in 1993 is a vertical control datum used as a reference for establishing varying elevations within the Floodplain.

53. Obstruction: includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, Building, wire, fence, rock, gravel, refuse, Fill, Structure, vegetation, or other material in, along, across or projecting into any Watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

54. One-percent (1%) Annual Chance Flood: is the Flood that has a one-percent (1%) chance of being equaled or exceeded in any given year. See "Regulatory Flood".

55. Physical Map Revision (PMR): is an official republication of a comunity's FEMA map to effect changes to base (1-percent annual chance) Flood elevations, Floodplain boundary delineations, Regulatory Floodways, and planimetric features. These changes typically occur as a result of structural works or improvements, annexations resulting in additional Flood Hazard Areas, or correction to Base Flood Elevations (BFE) of SFHAs.

56. Prefabricated Building: is a Building that is manufactured and constructed using prefabrication. It consists of factory-made components or units that are transported and assembled on-site to form the complete Building.

57. Principally Above Ground: means that at least 51 percent of the actual cash value of the Structure, less land value, is above ground.

58. Recreational Vehicle: means a vehicle which is:
    a. Built on a signle chassis;
    b. 400 square feet or less when measured at the largest horizontal projections;
    c. Designed to be self-propelled or permanently towable by a light duty truck;
    d. Designed primarily not for use as a permanent dwelling, but as quarters for recreational camping, travel, or seasonal use.

59. Regulatory Flood: means the Flood having a one-percent (1%) chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by the Indiana Department of Natural Resources and FEMA. The Regulatory Flood elevation at any location is as defined in *Article 5.5(F)(2)* of this

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ordinance. The "Regulatory Flood" is also known by the term "Base Flood", "One-Percent (1%) Annual Chance Flood", and "100-Year Flood".

60. Repetitive Loss: means Flood-related damages sustained by a Structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such Flood event, on the average, equaled or exceeded twenty-five percent (25%) of the market value of the Structure before the damage occured.

61. Riverine: means relating to, formed by, or resembling a river (including tributaries), steam, brook, etc.

62. Special Flood Hazard Area (SFHA), synonymous: with "Areas of Special Flood Hazard" and Floodplain, means those lands within the jurisdiction of the City subject to a one-percent (1%) or greater chance of Flooding in any given year. SFHAs are designated by FEMA on FIRMs, Flood Insurance Studies (FIS), as Zones A, AE, A99, or VE. The SFHA includes areas that are Flood prone and designated from other federal, state or local sources of data including but not limited to Best Available Flood Layer (BAFL) maps provided by or approved by the Indiana DNR, historical Flood information reflecting high water marks, previous Flood inundation areas, and Flood prone soils associated with a Watercourse.

63. Solid Waste Disposal Facility: means any facility involved in the storage or disposal of non-liquid, non-soluble materials ranging from municipal garbage to industrial wastes that contain complex and sometimes hazardous substances. Solid waste also includes sewage sludge, agricultural refuse, demolition wastes, mining wastes, and liquids and gases stored in containers.

64. Start of Construction: includes Substantial Improvement, and means the date the Building permit was issued, provided the actual Start of Construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a Structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a Manufactured Home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a Basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory Buildings, such as garages or sheds not occupied as dwelling units or not part of the main Structure. For a Substantial Improvement, the actual Start of Construction means the first alteration of any wall, ceiling, floor, or other structural part of a Building, whether or not that alteration affects the external dimensions of the Building.

65. Structure: means a Walled and Roofed Building, including a gas or liquid storage tank, which is Principally Above Ground. The term includes a

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Manufactured Home, as well as a Prefabricated Building. It also includes Recreational Vehicles installed on a site for more than 180 consecutive days.

66. Substantial Damage: means damage of any origin sustained by a Structure whereby the cost of restoring the Structure to its before damaged condition would equal or exceed 50 percent of the market value of the Structure before the damage occurred.

67. Substantial Improvement: means any reconstruction, rehabilitation, Addition, or other improvement of a Structure, the cost of which equals or exceeds 50 percent of the market value of the Structure before the "Start of Construction" of the improvement. This term includes Structures that have incurred "Repetitive Loss" or "Substantial Damage" regardless of the actual repair work performed. The term does not include improvements of Structures to correct existing Violations of state or local health, sanitary, or safety code requirements.

68. Variance: is a grant of relief from the requirements of this ordinance conssitent with the Variance conditions herein.

69. Violation: means the failure of a Structure or other Development to be fully compliant with this ordinance.

70. Walled and Roofed: means a Building that has two or more exterior rigid walls and a fully secured roof and is affixed to a permanent site.

71. Watercourse: means a lake, river, creek, stream, wash, channel, or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial Flood damage may occur.

F. **General Provisions:**

1. Lands to Which This Ordinance Applies: This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of the City of Westfield, Indiana as identified in *Article 5.5(F)(2)*, including any additional Areas of Special Flood Hazard annexed by the City of Westfield, Indiana.

2. Basis for Establishing the Special Flood Hazard:

   a. The Regulatory Flood elevation, Floodway, and Fringe limits for the studied SFHAs within the jurisidiction of the City of Westfield, delineated as an "AE Zone" on the Hamilton County, Indiana and Incorporated Areas Flood Insurance Rate Map (FIRM) dated November 19, 2014 shall be determined from the One-percent (1%) Annual Chance Flood profiles in the Flood Insurance Study (FIS) of Hamilton County, Indiana and Incorporated Areas and the corresponding FIRMs dated November 19, 2014 as well as any asubsequent updates, amendments, or revisions, prepared by the Federal Emergency Management Agency (FEMA) with the most recent date. Should the Floodway limits not be delineated on the

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FIRM for a studied SFHA designated as an "AE Zone", the limits of the Floodway will be according to the BAFL as provided by the Indiana Department of Natural Resources (DNR).

b. The Regulatory Flood elevation, Floodway, and Fringe limits for each of the SFHAs within the jurisdiction of the City of Westfield, delineation as an "A Zone" on the Hamilton County, Indiana and Incorporated Areas FIRM, dated November 19, 2014, as well as any subsequent updates, amendments, or revisions, prepared by the FEMA with the most recent date, shall be according to the BAFL provided by the Indiana DNR, provided the upstream drainage area from the subject site is greater than one (1) square mile. Whenever a party disagrees with the BAFL data, the party needs to replace existing data with better data that meets current engineering standards. To be considered, this data must be submitted to the Indiana DNR for review and subsequently approved.

c. In the absence of a published FEMA map, or absence of identification on a FEMA map, the Regulatory Flood elevation, Floodway, and Fringe limits of any Watercourse in the Community's known Flood Prone Areas shall be according to the BAFL as provided by the Indiana DNR, provided the upstream drainage area from the subject site is greater than one (1) square mile.

d. Upon issuance of a Letter of Final Determination (LFD), any more restrictive data in the new (not yet effective) mapping/study shall be utilized for permitting and construction (Development) purposes, replacing all previously effective less restrictive Flood hazard data provided by FEMA.

3. Establishment of Floodplain Development Permit: A Floodplain Development permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any Development activities in the Areas of Special Flood Hazard and in accordance with *Article 10.8*.

4. Compliance:

a. No Structure shall hereafter be located, extended, converted or structurally altered within the SFHA without full compliance with the terms of this ordinance and other applicable regulations.

b. Where an existing or proposed Structure or other Development is affected by multiple Flood zones, by multiple BFEs, or both, the Development activity must comply with the provisions of this ordinance applicable to the most restrictive Flood zone and the most conservative (highest) BFE affecting any part of the existing or proposed Structure; or for other Developments, affecting any part of the area of the Development.

c. No land or stream within the SFHA shall hereafter be altered without full compliance with the terms of this ordinance and other applicable regulations.

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5. Abrogation and Greater Restrictions: This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

6. Discrepancy between Mapped Floodplain and Actual Ground Elevations:

   a. In cases where there is a discrepancy between the mapped Floodplain (SFHA) with BFEs provided (Riverine or lacustrine Zone AE) one the FIRM and the actual ground elevations, the elevation provided on the profiles or table of still water elevations shall govern.
   b. If the elevation of the site in question is below the BFE, that site shall be included in the SFHA and regulated accordingly.
   c. If the Natural Grade elevation of the site in question is at or above the BFE and a LOMA or LOMR-FW is obtained, the Floodplain regulations will not be applied provided the LOMA or LOMR-FW is not subsequently superseded or invalidated.

7. Interpretation: In the interpretation and application of this ordinance all provisions shall be:

   a. Considered as minimum requirements;
   b. Liberally construed in favor of the governing body; and
   c. Deemed neither to limit nor repeal any other powers granted under state statutes.

8. Warning and Disclaimer of Liability: The degree of Flood protection required by this ordinance is considered reasonabe for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger Floods can and will occur on rare occasions. Therefore, this ordinance does not create any liability on the part of the City of Westfield, the Indiana DNR, or the State of Indiana, for any Flood damage that results from reliance on this ordinance, or any administrative decision made lawfully thereunder.

9. Penalties for Violation: Failure to obtain a Floodplain Development permit in the SFHA or failure to comply with the requirements of a Floodplain Development permit or conditions of a Variance shall be deemed to be a Violation of this ordinance. All Violations shall be considered a common nuisance and be treated as such in accordance with the provisions of *Article 11* for the City of Westfield. All Violations shall be punishable by a fine in accordance with the Fee Schedule (see *Article 3.1 General Administration*).

   a. A separate offense shall be deemed to occur for each day the Violation continues to exist.
   b. The City of Westfield Plan Commission shall inform the owner that any such Violation is considered a willful act to increase Flood damages and therefore may cause coverage by a standard Flood insurance policy to be suspended.
   c. Nothing herein shall prevent the City from taking such other lawful

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action to prevent or remedy any Violations. All costs connected therewith shall accrue to the person or persons responsible.

G. **Administration:**

1. Floodplain Development Permit and Certification Requirements: An application for a Floodplain Development permit shall be made to the Floodplain Administrator, in accordance with Article 10.8, for all Development activities located wholly within, partially within, or in contact with an identified SFHA. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Such applications shall include, but not be limited to plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed Structures, earthen Fill, storage of materials or equipment, drainage, facilities, and the location of the foregoing. Specifically, the following information is required:

   a. Application Stage:
      i. A description of the proposed Development;
      ii. Location of the proposed Development sufficient to accurately locate property and Structure(s) in relation to existing roads and streams;
      iii. A legal description of the property site;
      iv. A site Development plan showing existing and proposed Development locations and existing and proposed land grades;
      v. Verification that connection to either a public sewer system or to an approved on-site septic system is available and approved by the respective regulatory agency for proposed Structures with plumbing;
      vi. Plans showing elevation of the top of the planned Lowest Floor (including Basement) of all proposed Structures in Zones A, AE. Elevation should be in NAVD 88;
      vii. Plans showing elevation (in NAVD 88) to which any nonresidential Structure will be floodproofed;
      viii. Plans showing materials to be used below the Flood Protection Grade (FPG) for any proposed Structure are Flood resistant;
      ix. Plans showing how any proposed Structure will be anchored to resist flotation or collapse;
      x. Plans showing how any electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities are designed and/or located. Elevation should be in NAVD 88;
      xi. Description of the extent to which any Watercourse will be altered or relocated as a result of proposed Development. A Hydrologic and Hydraulic Engineering Analysis is required, and any Watercourse changes submitted to DNR for approval. Once DNR approval is obtained, a FEMA Conditional Letter of Map

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Revision (CLOMR) must be obtained prior to construction. (See *Article 3.5(C)(8)* and *Article 5.5(G)(3)* for additional information.)

xii. Any additional information, as requested by the Floodplain Administrator, which may be necessary to determine the disposition of a proposed Development or Structure with respect to the requirements of this ordinance.

b. Construction Stage: Upon establishment of the Lowest Floor of an elevated Structure or Structure constructed on Fill, it shall be the duty of the applicant to submit to the Floodplain Administrator an Elevation Certificate for the Building under construction. The Floodplain Administrator shall review the Elevation Certificate. Any deficiencies detected during the review shall be corrected by the applicant before work is allowed to continue. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

c. Finished Construction:

i. Upon completion of construction of an elevated Structure or Structure constructed on Fill, an Elevation Certificate which depicts the "as-built" Lowest Floor elevation and other applicable elevation data is required to be submitted by the applicant to the Floodplain Administrator. The Elevation Certificate shall be prepared by or under the direct supervision of a registered land surveyor and certified by the same.

ii. Upon completion of construction of a Floodproofing measure, a Floodproofing Certificate is required to be submitted by the applicant to the Floodplain Administrator. The Floodproofing Certificate shall be prepared by or under the direct supervision of a registered professional engineer or architect and certified by same.

2. Administrative Procedures:

a. Inspections of Work in Progress: As the work pursuant to a permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credential, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

b. Stop Work Orders:

i. Upon notice from the Floodplain Administrator, work on any Building, Structure or premises that is being done contrary to the provisions of this ordinance shall immediately cease.

ii. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

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c. Revocation of Permits:
   i. The Floodplain Administrator may revoke a permit or approval, issued under the provisions of the ordinance, in cases where there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
   ii. The Floodplain Administrator may revoke a permit upon determination by the Floodplain Administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the Structure for which the permit was issued is in Violation of, or not in conformity with, the provisions of this ordinance.

d. Floodplain Management Records:
   i. Regardless of any limitation on the period required for retention of public records, records of actions associated with the administration of this ordinance shall be kept on file and maintained under the direction of the Floodplain Administrator in perpetuity. These records include permit applications, plans, certifications, FIRMs; Letter of Map Change (LOMC); records of issuance of permits and denial of permits; determinations of whether proposed work constitutes Substantial Improvement or repair of Substantial Damage; required design certifications and documentation of elevations required by this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of Watercourses; assurances that the Flood carrying capacity of altered Watercourses will be maintained; documentation related to Appeals and Variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance.
   ii. These records shall be available for public inspection at the Westfield City Services Center located at 2728 East 171st Street, Westfield, IN 46074.

e. Periodic Inspection: Once a project is completed, periodic inspections may be conducted by the Floodplain Administrator to ensure compliance. The Floodplain Administrator shall have a right, upon presentation of proper credential, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

3. Map Maintenance Activities: To meet National Flood Insurance Program (NFIP) minimum requirements to have Flood data reviewed and approved by FEMA, and to ensure that the City of Westfield's Flood maps, studies and other data identified in *Article 5.5(F)(2)* accurately represent Flooding conditions so appropriate Floodplain Management criteria are based on current data, the following map maintenance activities are identified:

   a. Requirement to Submit New Technical Data:

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i. For all Development proposals that impact Floodway delineations or BFEs, the Community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These Development proposals include:
   (a). Floodway encroachments that increase or decrease BFEs or alter Floodway boundaries;
   (b). Fill sites to be used for the placement of proposed Structures where the applicant desires to remove the site from the SFHA;
   (c). Alteration of Watercourses that result in a relocation or elimination of the SFHA, including the placement of culverts; and Subdivision or large-scale Development proposals requiring the establishment of BFEs.

ii. It is the responsibility of the applicant to have required technical data for a CLOMR or Letter of Map Revision (LOMR) and submitted to FEMA. The Indiana DNR will review the submittals as part of a partnership with FEMA. The submittal should be mailed to the Indiana DNR at the address provided on the FEMA form (MT-2) or submitted through the online LOMC website. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.

iii. The Floodplain Administrator shall require a CLOMR prior to the issuance of a Floodplain Development permit for proposed Floodway encroachments that increase the BFE.

iv. Floodplain Development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a LOMR form FEMA for any Development proposal subject to this section.

b. Right to Submit New Technical Data: The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact Floodplain or Floodway delineations or BFEs, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the Mayor of the City of Westfield and may be submitted to FEMA at any time.

c. Annexation / Detachment: Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City of Westfield have been modified by annexation or the Community has assumed authority over an area, or no longer has authority to adopt and enforce Floodplain Management Regulations for a particular area. In order that the City of Westfield's FIRM accurately represent the City of Westfield boundaries, include within such notification a copy of a map of the City of Westfield suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Westfield has assumed or relinquished

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Floodplain Management regulatory authority.

4. Variance Procedures:
   a. The Board of Zoning Appeals (the "Board") as established by the Common Council of the City of Westfield shall hear and decide Appeals and requests for Variances from requirements of this ordinance.
   b. The Board shall hear and decide Appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Board may Appeal such decision to the Hamilton County Superior or Circuit Courts.
   c. In passing upon such applications, the Board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
      i. The danger to life and property due to Flooding or erosion damage;
      ii. The danger that materials may be swept onto other lands to the injury of others;
      iii. The susceptibility of the proposed facility and its contents to Flood damage and the effect of such damage on the individual owner;
      iv. The importance of the services provided by the proposed facility to the Community;
      v. The necessity to the facility of a waterfront location, where applicable;
      vi. The compatibility of the proposed use with existing and anticipated Development;
      vii. The availability of alternative locations for the proposed use which are not subject to Flooding or erosion damage;
      viii. The safety of access to the property in times of Flood for ordinary and emergency vehicles;
      xi. The expected height, velocity, duration, rate of rise, and sediment of transport of the floodwaters at the site; and
      x. The costs of providing governmental services during and after Flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
   d. A written report addressing each of the above factors shall be submitted with the application for a Variance.
   e. Variances from the provisions of this ordinance shall only be granted when the Board can make positive findings of fact based on evidence submitted at the hearing for the following:
      i. A showing of good and sufficient cause;
      ii. A determination that failure to grant the Variance would result in exceptional Hardship as defined in *Article 5.5(E)*,

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iii. A determination that the granting of a Variance will not result in increased Flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing laws or ordinances.

f. No Variance for a residential use within a Floodway subject to *Article 5.5(H)(1)(a)*, *Article 5.5(H)(1)(c)* or *Article 5.5(H)(1)(d)* of this ordinance may be granted.

g. Any Variance granted in a Floodway subject to *Article 5.5(H)(1)(a)*, *Article 5.5(H)(1)(c)* or *Article 5.5(H)(1)(d)* will require a permit from the Indiana DNR. Variances shall not be issued within any designated regulatory Floodway if any increase in Flood levels during the Base Flood discharge would result.

h. Variances to the Provisions for Flood Hazard Reduction of *Article 5.5(H)* may be granted only when a new Structure is to be located on a Lot of one-half (0.5) acre or less in size, contiguous to and surrounded by lots with existing Structures constructed below the FPG.

i. Variances may be issued for the repair or rehabilitation of "Historic Structures" upon a determination that the proposed repair or rehabilitation will not preclude the Structure's continued designation as an "Historic Structure" and the Variance is the minimum to preserve the historic character and design of the Structure.

j. Variances may be issued for New Construction, Substantial Improvements, and other Development necessary for the conduct of a Functionally Dependent Use.

k. Variances shall only be issued upon a determination that the Variance is the minimum necessary, considering the Flood hazard, to afford relief.

l. Upon consideration of the factors listed above and the purposes of this ordinance, the Board may attach such conditions to the granting of Variances as it deems necessary to further the purposes of this ordinance.

m. Any applicant to whom a Variance is granted shall be given written notice specifying the difference between the FPG and the elevation to which the Lowest Floor is to be built and stating that the cost of the Flood insurance will be commensurate with the increased risk resulting from the reduced Lowest Floor elevation.

n. The Floodplain Administrator shall maintain the records of Appeal actions and report any Variances to FEMA or the Indiana DNR upon request.

H. **Provisions for Flood Hazard Reduction:**

1. Floodplain Status Standards:

a. Floodways (Riverine): Located within SFHAs, established in *Article 5.5(F)(2)*, are areas designated as Floodways. The Floodway is an

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extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and has erosion potential. Under the provisions of the Flood Control Act (IC 14-28-1) a permit for construction in a Floodway from the Indiana DNR is required prior to the issuance of a local Building permit for any excavation, deposit, construction, or Obstruction activity located in the Floodway. This includes land preparation activities such as filling, grading, clearing and paving undertaken before the actual Start of Construction of the Structure. General licenses and exemptions to the requirements of the Flood Control Act (IC 14-28-1 and 312 IAC 10) may apply to qualified Additions/improvements to existing lawful residential Structures, rural bridges, logjam removals, wetland restoration, utility line crossigs, outfall projects, creek rock removal, and prospecting.

i. If the site is in a Regulatory Floodway as established in *Article 5.5(F)(2)*, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana DNR and apply for approval for construction in a Floodway, provided the activity does not qualify for a general license or exemption (IC 14-28-1 or 312 IAC 10).

ii. No action shall be taken by the Floodplain Administrator until approval has been granted by the Indiana DNR for construction in the Floodway, or evidence provided by an applicant that the Development meets specified criteria to qualify for a general license or exemption to the requirement of the Flood Control Act. The Floodplain Development permit shall meet the provisions contained in this article.

iii. The Floodplain Development permit cannot be less restrictive than an approval issued for construction in a Floodway issued by the Indiana DNR, or the specified criteria used to qualify for a general license or exemption to the Flood Control Act for a specific site/project. However, a Community's more restrictive regulations (if any) shall take precedence.

iv. In Floodway areas identified on the FIRM, Development shall cause no increase in Flood levels during the occurrence of the Base Flood discharge without first obtaining a CLOMR and meeting requirements of *Article 5.5(G)(3)(a)*. A CLOMR cannot be issued for Development that would cause an increase in Flood levels affecting a Structure and such Development should not be permitted.

v. In Floodway areas identified by the Indiana DNR through detailed or approximate studies but not yet identified on the effective FIRM as Floodway areas, the total cumulative effect of the proposed Development, when combined with all other existing and anticipated Development, shall not adversely affect the efficiency of, or unduly restrict the capacity of the Floodway. This adverse effect is defined as an increase in the elevation of the

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Regulatory Flood of at least fifteen-hundredths (0.15) of a foot as determined by comparing the Regulatory Flood elevation under the project condition to that under the natural or pre-floodway condition as proven with hydraulic analyses.

vi. For all projects involving channel modifications or Fill (including levees) the City shall submit the data and request that FEMA revise the Regulatory Flood data per mapping standard regulations found at 44 CFR § 65.12.

b. Fringe (Riverine): If the site is in the Fringe (either identified on the FIRM or identified by the Indiana DNR through detailed or approximate studies and not identified on a FIRM), the Floodplain Administrator may issue the local Floodplain Development permit provided the provisions contained in this article have been met.

c. SFHAs without Established Base Flood Elevation and/or Floodways/ Fringes (Riverine):

i. Drainage area upstream of the site is greater than one (1) square mile:

(a) If the site is in an identified Floodplain where the limits of the Floodway and Fringe have not yet been determined, and the drainage area upstream of the site is greater than one (1) square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana DNR for review and comment.

(b) No action shall be taken by the Floodplain Administrator until written approval from the Indiana DNR (approval for construction in a Floodway, letter of authorization, or evidence of general license qualification) or a Floodplain analysis/regulatory assessment citing the One-percent (1%) Annual Chance Flood elevation and the recommended FPG has been received from the Indiana DNR.

(c) Once the Floodplain Administrator has received the property written approval, evidence of general license qualification, of Floodplain analysis/regulatory assessment approving the proposed Development from the Indiana DNR, a Floodplain Development permit may be issued, provided the conditions of the Floodplain Development permit are not less restrictive than the conditions received from the Indiana DNR and the provisions contained in this section have been met.

ii. Drainage area upstream of the site is less than one (1) square mile:

(a) If the site is in an identified Floodplain where the limits of the Floodway and Fringe have not yet been determined and the drainage area upstream of the site is less than one (1) square mile, the Floodplain Administrator shall require the applicant to provide an engineering analysis showing the limits of

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the Floodplain and One-percent (1%) Annual Chance Flood elevation for the site.

(b) Upon receipt, the Floodplain Administrator may issue the local Floodplain Development permit, provided the provisions contained in this article have been met.

d. SFHAs not Identified on a Map:

i. If a proposed Development site is near a waterway with no SFHA identified on a map, the Floodplain Administrator shall verify the drainage area upstream of the site. If the drainage area upstream of the site is verified as being greater than one square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana DNR for review and comment.

ii. No action shall be taken by the Floodplain Administrator until written approval from the Indiana DNR (approval for construction in a Floodway, letter of authorization, or evidence of general license qualification) or a Floodplain analysis/regulatory assessment citing the One-percent (1%) Annual Chance Flood elevation and the recommended FPG has been received from the Indiana DNR.

iii. Once the Floodplain Administrator has received the property written approval, evidence of general license qualification, or Floodplain analysis/regulatory assessment approving the proposed Development from the Indiana DNR, a Floodplain Development permit may be issued, provided the conditions of the Floodplain Development permit are not less restrictive than the conditions received from the Indiana DNR and the provisions contained in this article have been met.

2. General Standards: In all Areas of Special Flood Hazard, the following provisions are required:

a. All New Construction, reconstruction or repairs made to a Repetitive Loss Structure, and Substantial Improvements shall be anchored to prevent flotation, collapse or lateral movement of the Structure;

b. New Construction and Substantial Improvements shall be constructed with materials and utility equipment resistant to Flood damage below the FPG;

c. New Construction and Substantial Improvements must incorporate methods and practices that minimize Flood damage;

d. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at/above the FPG for residential Structures. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at/above the FPG or designed so as to prevent water from entering or accumulating within the components below the FPG for nonresidential Structures. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed

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service facilities may be located below the FPG;

e. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of Floodwaters into the system;

f. new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of Floodwaters into the system;

g. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during Flooding;

h. Any alteration, repair, reconstruction, or improvements to a Structure that is in compliance with the provisions of this ordinance shall meet the requirements of "New Construction" as contained in this ordinance;

i. BFE data shall be provided for Subdivision proposals and other proposed Development (including Manufactured Home Parks and Subdivisions), which is greater than the lesser of fifty (50) Lots of five (5) acres;

j. Where an existing or proposed Structure or other Development is affected by multiple Flood zones, by multiple BFEs, or both, the Development activity must comply with the provisions of this ordinance applicable to the most restrictive Flood zone and the highest BFE affecting any part of the existing or proposed Structure; or for other Developments, affecting any part of the area of the Development;

k. Fill projects that do not involve a Structure must be protected against erosion and scour during Flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than three foot (3') horizontal to one foot (1') vertical;

l. Non-conversion agreements shall be required for all new or substantially improved elevated Structures with an enclosure beneath the elevated floor, Accessory Structures, and open-sided shelters.

m. Construction of new Solid Waste Disposal Facilities, hazard waste management facilities, salvage yards, and chemical storage facilities shall not be permitted in Areas of Special Flood Hazard; and

n. Whenever any portion of the SFHA is authorized for use, the volume of space which will be occupied by the authorized Fill or Structure below the BFE shall be compensated for and balanced by an equivalent volume of excavation taken below the BFE. The excavation volume shall be at least equal to the volume of storage lost (replacement ratio of one (1) to one (1)) due to the Fill or Structure.

    i. The excavation shall take place in the same Floodplain on the same property on which the authorized Fill or structure is located, provided sufficient space exists. If sufficient space does not exist on the same property, the excavation shall take place in the same Floodplain no further than 1000' from the site of the authorized Fill or Structure, provided authorization/permission has been

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granted by the owners of any property where the excavation is proposed.

ii. Under certain circumstances, the excavation may be allowed to take place outside of but adjacent to the Floodplain provided that the excavated volume will be below the regulatory Flood elevation, will be in the same property in which the authorized Fill or Structure is located, will be accessible to the Regulatory Floodwater, will not be subject to ponding when not inundated by Floodwater, and that it shall not be refilled.

iii. The excavation shall provide for true storage of Floodwater but shall not be subject to ponding when not inundated by Floodwater.

iv. The excavation shall be sufficiently stabilized and compacted to remain firm and resist erosion.

v. A restrictive covenant which states the approved compensatory cut area (excavation) shall not be altered without approval from the Floodplain Administrator shall be executed and recorded in the Hamilton County Recorder's Office that runs with the property.

vi. The Fill or Structure shall not obstruct a drainage way leading to the Floodplain.

vii. The grading around the excavation shall be such that the excavated area is accessible to the Regulatory Floodwater.

viii. The Fill or Structure shall be of a material deemed stable enough to remain firm and in place during periods of Flooding and shall include provisions to protect adjacent property owners against any increased runoff or drainage resulting from its placement. When a Structure is placed on Fill it shall follow additional requirements of *Article 5.5(H)(3)(b)(iv)* and *Article 5.5(H)(3)(c)(iv)*.

ix. Plans depicting the areas to be excavated and filled shall be submitted prior to the actual Start of Construction or any site work; once site work is complete, but before the actual Start of Construction, the applicant shall provide to the Floodplain Administrator a certificate survey of the excavation and Fill sites demonstrating the Fill and excavation comply with this article.

3. Specific Standards: In all Areas of Special Flood Hazard where BFE data or Flood depths have been provided, as set forth in *Article 5.5(F)(2)*, the following provisions are required:

a. Building Protection Requirement: In addition to the general standards described in *Article 5.5(H)(2)*, Structures to be located in the SFHA shall be protected from Flood damage below the FPG. This Building protection requirement applies to the following situations:

i. Construction or placement of a residential Structure;

ii. Construction or placement of a nonresidential Structure;

iii. Addition or improvement made to an existing Structure where

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the cost of the Addition or improvement equals or exceeds fifty percent (50%) of the value of the existing Structure (excluding the value of the land). An Addition and/or improvement project that is continuous in scope or time is considered as one project for permitting purposes;

iv. Reconstruction or repairs made to a damaged Structure where the costs of restoring the Structure to its before damaged condition equals or exceeds fifty percent (50%) of the market value of the Structure (excluding the value of the land) before damage occurred (the costs of any proposed Additions or improvements beyond restoring the damaged Structure to its before damaged condition must be included in the cost);

v. Installing a travel trailer or Recreational Vehicle on a site for more than 180 days;

vi. Installing a Manufactured Home on a new site or a New Manufactured Home on an existing site. This ordinance does not apply to returning an existing Manufactured Home to the same site it lawfully occupied before it was removed to avoid Flood damage, provided it is returned within 180 days of the subsidence of Floodwaters in the area of such site;

vii. Reconstruction or repairs made to a Repetitive Loss Structure; and

viii. Addition or improvement made to any existing Structure with a previous repair, Addition or improvement constructed since the Community's first Floodplain ordinance.

b. Residential Construction (excluding Manufactured Homes):

i. New Construction of Substantial Improvement of any residential Structures shall meet provisions described in *Article 5.5(H)(1)*, and applicable general standards described in *Article 5.5(H)(2)*.

ii. In Zone A and Zone AE, New Construction or Substantial Improvement of any residential Structure shall have the Lowest Floor; including Basement, at or above the FPG. Should solid foundation perimeter walls be used to elevate a Structure, openings sufficient to facilitate the unimpeded movements of Floodwaters shall be provided in accordance with the standards of *Article 5.5(H)(3)(b)(iii)*. Should Fill be used to elevate a Structure, the standards of *Article 5.5(H)(3)(b)(iv)* must be met.

iii. Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall meet the following requirement:

(a) Designed to preclude finished living space and designed to allow for the automatic entry and exit of Floodwaters to equalize hydrostatic Flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered Flood openings must be designed and certified by a registered design professional (requires supporting engineering

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certification or make/model specific ICC-ES Report). Non-engineered openings must have a total net area of not less than one square inch for every one square foot of Enclosed Area. Both engineered and non-engineered Flood openings must meet the following installation criteria:

(1) Provide a minimum of two openings on different sides of an enclosure. If there are multiple Enclosed Areas, each is required to meet the requirements for enclosures, including the requirement for Flood openings in exterior walls;

(2) The bottom of all openings shall be no more than one foot above the higher of the final interior grade (or floor) and the finished exterior grade immediately under each opening;

(3) If the floor of the enclosure is below the BFE, the openings must be located wholly below the BFE;

(4) If the floor of the enclosure is at or above the BFE, but below the FPG, the openings must be located wholly below the FPG;

(5) Doors and windows do not qualify as openings;

(6) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of Floodwaters in both directions;

(7) Openings are to be not less than three (3) inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.

(b) The floor of such Enclosed Area must be at or above grade on at least one (1) side.

iv. A residential Structure may be constructed on a Fill in accordance with the following:

(a) Fill shall be placed in layers no greater than one (1) foot deep before compacting to ninety-five percent (95%) of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file;

(b) Fill shall extend ten (10) feet beyond the foundation of the Structure before sloping below the BFE;

(c) Fill shall be protected against erosion and scour during Flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than three foot (3') horizontal to one foot (1') vertical;

(d) Fill shall not adversely affect the flow of surface drainage from or onto neighboring properties;

(e) Fill shall be composed of clean granular or earthen material.

v. A residential Structure may be constructed using a stem wall

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foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill) must be backfilled with compacted structural Fill, concrete, or gravel that supports the floor slab. No Flood openings are required for this type of construction.

c. Nonresidential Construction:

i. New Construction or Substantial Improvement of any non-residential Structures (excludes Accessory Structures) shall meet provisions described in *Article 5.5(H)(1)* and applicable general standards described in *Article 5.5(H)(2)*.

ii. In Zone A and Zone AE, New Construction, or Substantial Improvement of any commercial, industrial, or nonresidential Structure (excludes Accessory Structure) shall either have the Lowest Floor, including Basement and, elevated to or above the FPG or be floodproofed to or above the FPG. Should solid foundation perimeter walls be used to elevate a Structure, openings sufficient to facilitate the unimpeded movements of Floodwaters shall be provided in accordance with the standards of *Article 5.5(H)(3)(c)(iii)*. Should Fill be used to elevate a Structure, the standards of *Article 5.5(H)(3)(c)(iv)* must be met.

iii. Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall meet the following requirement:

(a) Designed to preclude finished living space and designed to allow for the automatic entry and exit of Floodwaters to equalize hydrostatic Flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered Flood openings must be designed and certified by a registered design professional (requires supporting engineering certification or make/model specific ICC-ES Report), or meet the following criteria for non-engineered Flood openings:

(1) Provide a minimum of two openings on different sides of an enclosure. If more than one Enclosed Area is present, each must have openings on exterior walls (having a total net area of not less than one square inch for every one square foot of Enclosed Area);

(2) The bottom of all openings shall be no more than one foot above the higher of the final interior grade (or floor) and the finished exterior grade immediately under each opening;

(3) If the floor of the enclosure is below the BFE, the openings must be located wholly below the BFE.

(4) If the floor of the enclosure is at or above the BFE, but below the FPG, the openings must be located wholly below the FPG:

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(5) Doors and windows do not qualify as openings;
(6) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of Floodwaters in both directions;
(7) Openings are to be not less than three (3) inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.

(b) The floor of such Enclosed Area must be at or above grade on at least one side.

(c) The interior portion of such Enclosed Area shall not be partitioned or finished into separate rooms.

iv. A nonresidential Structure may be constructed on a permanent land Fill in accordance with the following:

(a). Shall be placed in layers no greater than one (1) foot deep before compacting to ninety-five percent (95%) of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file;

(b) Shall extend ten (10) feet beyond the foundation of the Structure before sloping below the BFE;

(c) Shall be protected against erosion and scour during Flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than three foot (3') horizontal to one foot (1') vertical;

(d) Shall not adversely affect the flow of surface drainage from or onto neighboring properties;

(e) Shall be composed of clean granular or earthen material.

v. A nonresidential Structure may be floodproofed in accordance with the following:

(a) A Registered Professional Engineer or Architect shall certify that the Structure has been designed so that below the FPG, the Structure and attendant utility facilities are watertight and capable of resisting the effects of the Regulatory Flood. The Structure design shall take into account Flood velocities, duration, rate of rise, hydrostatic pressures, and impacts from debris or ice. Such certification shall be provided to the Floodplain Administrator.

(b) Floodproofing measures shall be operable without human intervention and without an outside source of electricity.

vi. A nonresidential Structure may be constructed using a stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation must be backfilled with compacted structural Fill, concrete, or gravel that supports the floor slab. No Flood openings are required for this type of construction.

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d. Manufactured Homes and Recreational Vehicles: Manufactured Homes and Recreational Vehicles to be installed or substantially improved on a site for more than 180 days must meet one of the following requirements:

i. These requirements apply to all Manufactured Homes to be placed on a site outside a Manufactured Home Park or Subdivision; in a New Manufactured Home Park or Subdivision; in an Expansion to an Existing Manufactured Home Park or Subdivision; or in an Existing Manufactured Home Park or Subdivision on which a Manufactured Home has incurred "Substantial Damage" as a result of a Flood.

(a) The Manufactured Home shall be elevated on a permanent foundation such that the Lowest Floor shall be at or above the FPG and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(b) Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of Floodwaters to automatically equalize hydrostatic Flood forces on exterior walls as required for elevated Structures in *Article 5.5(H)(3)(b)(iii)*.

(c) Flexible skirting and rigid skirting not attached to the frame or foundation of a Manufactured Home are not required to have openings.

ii. These requirements apply to all Manufactured Homes to be placed on a site in an Existing Manufactured Home Park or Subdivision that has not been substantially damaged by a Flood:

(a) The Manufactured Home shall be elevated so that the Lowest Floor of the Manufactured Home chassis is supported by reinforced piers or other foundation elevations that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(b) Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of Floodwaters to automatically equalize hydrostatic Flood forces on exterior walls as required for elevated Structures in *Article 5.5(H)(3)(b)(iii)*.

(c) Flexible skirting and rigid skirting not attached to the frame or foundation of a Manufactured Home are not required to have openings.

iii. Recreational Vehicles placed on a site shall either:

(a) Be on site for less than 180 days and be fully licensed and ready for use on a public highway (defined as being on its

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wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached Additions); or

(b) Meet the requirements for "Manufactured Homes" as stated earlier in this section.

e. Accessory Structures: Within SFHAs, New Construction or placement of an Accessory Structure must meet the following standards:

i. Shall have a floor area of 400 square feet or less;
ii. Use shall be limited to parking of vehicles and limited storage;
iii. Shall not be used for human habitation;
iv. Shall be constructed of Flood resistant materials;
v. Shall be constructed and placed on the lot to offer the minimum resistance to the flow of Floodwaters;
vi. Shall be firmly anchored to prevent flotation;
vii. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the FPG;
viii. Shall be designed to allow for the entry and exit of Floodwaters to automatically equalize hydrostatic Flood forces on exterior walls as required for elevated Structures in *Article 5.5(H)(3)(c)(iii)* and,
ix. Shall not have subsequent Additions or improvements that would preclude the Structure from its continued designation as an Accessory Structure.

f. Free-standing Pavilions, Gazebos, Decks, Carports, and Similar Development: Within SFHA's designated as Zones A, AE, on the Community's FIRM, New Construction or placement of free-standing pavilions, gazebos, decks, carports, and similar Development must meet the following standards:

i. Shall have open sides (having not more than one rigid wall);
ii. Shall be anchored to prevent flotation or lateral movement;
iii. Shall be constructed of Flood resistant materials below the FPG;
iv. Any electrical, heating, plumbing and other service facilities shall be located at/above the FPG;
v. Shall not have subsequent Additions or improvements that would preclude the Development from its continued designation as a free-standing pavilion, gazebo, carport, or similar open-sided Development.

g. Above Ground Gas or Liquid Storage Tanks: Within SFHAs designated as Zones A, AE, on the Community's FIRM, all newly placed aboveground gas or liquid storage tanks shall meet the requirements for a nonresidential Structure as required in *Article 5.5(H)(3)(c)*.

4. Standards for Subdivision and Other New Developments:

a. All Subdivision proposals and all other proposed new Development shall be consistent with the need to minimize Flood damage.
b. All Subdivision proposals and all other proposed new Development shall have public utilities and facilities such as sewer, gas, electrical,

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and water systems located and constructed to minimize Flood damage.

c. All Subdivision proposals and all other proposed new Development shall have adequate drainage provided to reduce exposure to Flood hazards.

d. In all Areas of Special Flood Hazard where BFE data area not available, the applicant shall provide a Hydrologic and Hydraulic Engineering Analysis that generates BFEs for all Subdivision proposals and all other proposed new Development (including Manufactured Home Parks and Subdivisions), which is greater than the lesser of fifty (50) Lots or five (5) acres, whichever is less.

e. All Subdivision proposals shall minimize Development in the SFHA and/or limit density of Development permitted in the SFHA.

f. All Subdivision proposals shall ensure safe access into/out of SFHA for pedestrians and vehicles (especially emergency responders).

g. Streets, Blocks, Lots, Parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels.

5. Standards for Critical Facilities: Construction of new Critical Facilities shall be, to the extent possible, located outside the limits of the SFHA. Construction of new Critical Facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical Facilities constructed within the SFHA shall have the Lowest Floor elevated to or above the FPG at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into Floodwaters. Access routes elevated to or above the FPG shall be provided to all critical facilities to the extent possible.

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3.5 Floodplain Administrator

A. **Floodplain Administrator:** The Director and/or designated staff of the Department, is hereby designated and known as the "Floodplain Administrator".

B. **Authority:** The Floodplain Administrator and/or designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

C. **Duties and Responsibilities:** The Floodplain Administer shall include, but are not limited to:

1. Enforce the provisions of this ordinance;
2. Evaluate application for permits to develop in Special Flood Hazard Areas (SFHAs) to assure that the permit requirements of this ordinance have been satisfied;
3. Interpret Floodplain boundaries and provide Flood hazard and Flood protection elevation information;
4. Issue permits to develop in SFHAs when the provisions of these regulations have been met or refuse to issue the same in the event of noncompliance;
5. Advise permittee that additional Federal, State and/or local permits may be required. If specific Federal, State and/or local permits are known, require that copies of such permits be provided and maintained on file with the Floodplain Development permit;
6. Conduct Substantial Damage determinations to determine whether existing structures, damaged from any source and in SFHAs identified by FEMA, must meet the development standards of these regulations;
7. For applications to improve structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, Substantial Improvements, repairs of Substantial Damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator shall:
   a. Verify and document the market value of the pre-damaged or pre-improved structure;
   b. Compare the cost to perform the improvement; or the cost to repair a damaged building to its pre-damaged condition; or, the combined costs of improvements and repair, if applicable, to the market value of the pre-damaged or pre-improved structure. The cost of all work must be included in the project costs, including work that might otherwise be considered routine maintenance. Items/activities that must be included in the cost shall be in keeping with guidance published by FEMA to ensure compliance with the National Flood Insurance Program (NFIP) and to avoid any conflict with future flood

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insurance claims of policyholders within the community;

c. Determine and document whether the proposed work constitutes Substantial Improvement or repair of Substantial Damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "Substantial Improvement" for proposed work to repair damage caused by flood, the determination requires evaluation of previous permits issued to repair Flood-related damage as specified in the definition of Substantial Damage; and

d. Notify the applicant if it is determined that the work constitutes Substantial Improvement or repair of Substantial Damage and that compliance with the applicable general and specific standards in *Article 5.5(H)* of this ordinance are required.

8. Notify adjacent communities and the State Floodplain Coordinator prior to any alteration or relocation of a Watercourse and submit copies of such notifications to FEMA.

9. Ensure that construction authorization has been granted by the Indiana DNR for all development projects subject to *Article 5.5(H)*, *Section 5.5(H)(1)(a)*, *Section 5.5(H)(1)(c)* and *Section 5.5(H)(1)(d)* of this ordinance. Maintain a record of such authorization (either copy of actual permit/authorization or Floodplain analysis/regulatory assessment).

10. Verify the upstream drainage area of any proposed development site near any Watercourse not identified on a FEMA map to determine if *Article 3.5(C)(9)* is applicable.

11. Assure that maintenance is provided within the altered or relocated portion of said Watercourse so that the Flood-carrying capacity is not diminished.

12. Verify and record the actual elevation of the Lowest Floor (including basement) of all new or substantially improved structures, in accordance with *Article 5.5(G)(1)(a)(vi)*.

13. Verify and record the actual elevation to which any new or substantially improved structures have been floodproofed in accordance with *Article 5.5(G)(1)(a)(vii)*.

14. Make on-site inspections of projects in accordance with *Article 5.5(G)*.

15. Coordinate with insurance adjusters prior to permitting any proposed work to bring any Flood-damaged structure covered by a standard Flood insurance policy into compliance (either a substantially damaged structure or a Repetitive Loss structure) to ensure eligibility for ICC funds.

16. Ensure that an approved connection to a public sewer system or an approved on-site septic system is planned for any structures (residential or nonresidential) to be equipped with plumbing.

17. Provide information, testimony, or other evidence as needed during Variance hearings.

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18. Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with *Article 5.5(G)(2)(b)*.
19. Maintain for public inspection and furnish upon request local permit documents, damaged structure inventories, Substantial Damage determinations, Regulatory flood data, SFHA maps, LOMC, copies of DNR permits, letters of authorization, and Floodplain analysis and regulatory assessments (letters of recommendation), federal permit documents, and "as-built" elevation and Floodproofing data for all Buildings constructed subject to this ordinance in accordance with *Article 5.5(G)(2)(d)*.
20. Coordinate map maintenance activities and associated FEMA follow-up in accordance with *Article 5.5(G)(3)*.
21. Utilize and enforce all LOMCs or PMRs issued by FEMA for the currently effective SFHA maps of the community.
22. Request any additional information which may be necessary to determination the disposition of a proposed development or Structure with respect to the requirements of this ordinance.

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3.6 Plan Commission

5.5 Floodplain Overlay District (FOD)

A. **Applicability:**

1. This Article shall apply to all Special Flood Hazard Areas (SFHAs) and known Flood Prone Areas, as defined herein, within the Jurisdiction of the Plan Commission (the "FOD").
2. No Building shall hereafter be located, extended, converted or structurally altered within this Overlay without full compliance with the terms of this Article and other applicable regulations.
3. No land or stream within this Overlay shall hereafter be altered without full compliance with the terms of this Article and other applicable regulations.
4. The Indiana Legislature has in IC 36-1-4-11 granted the power to local government units to control land use within their jurisdictions. Therefore, the Common Council of the City of Westfield does hereby adopt the following Floodplain Management Regulations.

B. **Findings of Fact:** The Flood Hazard Areas of the City of Westfield are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraodinary public expenditures for Flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. Additionally, Structures that are inadequately elevated, floodproofed, or otherwise protected from Flood damage also contribute to the Flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

C. **Statement of Purpose:** It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to Flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly Flood control projects;
3. Minimize the need for rescue and relief efforts associated with Flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in Floodplain;
6. Help maintain a stable tax base by providing for the sound use and Development of Flood Prone Areas in such a manner as to minimize Flood blight area;
7. Ensure that those who occupy the Areas of Special Flood Hazard assume responsibility for their actions;

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8. Minimize the impact of a Development on adjacent properties within and near Flood Prone Areas;
9. Ensure that the Flood storage and conveyance functions of the Floodplain are maintained;
10. Minimize the impact of a Development on the natural, beneficial values of the Floodplain;
11. Prevent Floodplain uses that are either hazardous or environmentally incompatible; and
12. Meet Community participation requirements of the National Flood Insurance Program.

D. **Methods of Reducing Flood Loss:** In order to accomplish its purposes, these regulations include methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in Flood heights or velocities;
2. Requiring that uses vulnerable to Floods, including facilities, which serve such uses, be protected against Flood damage at the time of initial construction;
3. Controlling the alteration of natural Floodplains, stream channels, and natural protective barriers, which help accommodate or channel Flood waters;
4. Controlling, filling, grading, dredging, excavating, and other Development which may increase Flood damage; and
5. Preventing or regulating the construction of Flood barriers, which will unnaturally divert Flood, waters or which may increase Flood hazards in other areas.

E. **Definitions:** Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them meaning they have in common usage and to give these regulations the most reasonable application. Additionally, some words defined below are also defined in *Article 12.1*, in these instances, the definitions provided in this section shall be applicable in *Article 5.5* only.

1. Alteration of a Watercourse: means a dam, impoundment, channel relocation, change in channelalignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other modification which may alter, impede, retard or change the direction and/or velocity of the flow of water during conditions of the Base Flood.
2. Accessory Structure: means a Structure with a floor area of 400 square feet or less that is on the same parcel of property as a principal Structure and the use of which is incidental to the use of the principal Structure; an Accessory Structure specifically excludes Structures used for human habitation.

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a. Accessory Structures are considered Walled and Roofed where the Structure includes at least two outside rigid walls and a fully secured roof.
b. Examples of Accessory Structures include but are not limited to two-car detached garages (or smaller), carports, storage and tool sheds, and small boathouses.
c. The following may have uses that are incidental or accessory to the principal Structure on a parcel but are generally not considered to be Accessory Structures by the National Flood Insurance Program (NFIP):
   i. Structures in which any portion is used for human habitation, whether as a permanent residence or as temporary or seasonal living quarters, such as a detached garage or carriage house that includes an apartment or guest quarters, or a detached guest house on the same parcel as a principal residence;
   ii. Structures used by the public, such as a place of employment or entertainment; and
   iii. Development that does not meet the NFIP definition of a Structure for Floodplain Management purposes. Examples include, but are not necessarily limited to, a gazebo, pavilion, picnic shelter, or carport that is open on all sides (roofed but not walled).

3. Addition: (to an existing Structure) means any Walled and Roofed expansion to the perimeter of a Structure in which the Addition is connected by a common load-bearing wall other than a firewall. Any Walled and Roofed Addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is New Construction.
4. Appeal: means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance, a request for a Variance, or a challenge of a board decision.
5. Area of Special Flood Hazard: is the land within a Community subject to a one-percent (1%) or greater chance of being flooded in any given year.
6. Base Flood: means the Flood having a one percent chance of being equaled or exceeded in any given year. The Base Flood may also be referred to as the one percent (1%) annual chance Flood or one hundred (100) year Flood.
7. Base Flood Elevation (BFE): means the water surface elevation of the Base Flood in relation to a specified datum, usually the North American Vertical Datum of 1988.
8. Basement: means that portion of a Structure having its floor sub-grade (below ground level) on all sides.
9. Best Available Flood Layer (BAFL): means Floodplain studies and any corresponding Floodplain maps prepared and/or approved by the Indiana Department of Natural Resources which provide BFE information,

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Floodplain limits, and/or Floodway delineations for Flood hazards identified by approximate studies on the currently effective FIRM (Zone A) and/or for waterways where the Flood hazard is not identified on available Floodplain mapping.

10. Building: see "Structure."

11. Community: means a political entity that has the authority to adopt and enforce Floodplain ordinances for the areas within its jurisdiction.

12. Critical Facility: means a facility for which even a slight chance of Flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, and installations which produce, use or store hazardous materials or hazardous waste.

13. Development: means, for Floodplain Management purposes, any man-made change to improved or unimproved real estate including but not limited to:

    a. Construction, reconstruction, or placement of a Structure or any Addition to a Structure;
    b. Installing a Manufactured Home on a site, preparing a site for a Manufactured Home or installing a Recreational Vehicle on a site for more than 180 days;
    c. Installing utilities, erection of walls and fences, construction of roads, or similar projects;
    d. Construction of Flood control Structures such as levees, dikes, dams, channel improvements, etc.;
    e. Mining, dredging, filling, grading, excavation, or drilling operations;
    f. Construction and/or reconstruction of boat lifts, docks, piers and seawalls;
    g. Construction and/or reconstruction of, bridges or culverts;
    h. Storage of materials; or
    i. Any other activity that might change the direction, height, or velocity of Flood or surface waters.
    j. "Development" does not include activities such as the maintenance of existing Structures and facilities such as painting; re-roofing; resurfacing roads; or, gardening, plowing, and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent Structures.

14. Elevation Certificate: means a FEMA form that is routinely reviewed and approved by the White House Office of Management and Budget under the Paperwork Reduction Act, that is encouraged to be used to collect certified elevation information.

15. Enclosed Area: (enclosure) is an area of a Structure enclosed by walls on all sides.

16. Enclosure Below the Lowest Floor: see "Lowest Floor" and "Enclosed Area."

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17. Existing Manufactured Home Park or Subdivision: means a Manufactured Home Park or Subdivision for which the construction of facilities for servicing the lots on which the Manufactured Homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the Community's first Floodplain ordinance.
18. Expansion to an Existing Manufactured Home Park or Subdivision: means the preparation of additional sites by the construction of facilities for servicing the lots on which the Manufactured Homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
19. FEMA: means the Federal Emergency Management Agency.
20. Fill: for Floodplain Management purposes, means any material deposited or placed which has the effect of raising the level of the ground surface above the Natural Grade elevation. Fill material includes but is not limited to consolidated material such as concrete and brick and unconsolidated material such as soil, sand, gravel, and stone.
21. Flood or Flooding: means a general and temporary condition of partial or complete inundation of normally dry land areas from:
    a. The overflow of inland or tidal waters;
    b. The unusual and rapid accumulation or runoff of surface waters from any source;
    c. Mudslides (i.e., mudflows) which are proximately caused by Flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current;
    d. Flood or Flooding also includes the collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or current of water exceeding anticipated cyclical levels that result in a Flood as defined above.
22. Flood Hazard Area: means areas subject to the one-percent (1%) annual chance Flood (see "Special Flood Hazard Area").
23. Flood Insurance Rate Map (FIRM): means an official map of a Community, on which FEMA has delineated both the Areas of Special Flood Hazard and the risk premium zones applicable to the Community. A FIRM that has been made a available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
24. Flood Insurance Study (FIS): means the official hydraulic and hydrologic report provided by FEMA. The report contains Flood profiles, as well as the FIRM and the water surface elevation of the Base Flood.
25. Flood Prone Area: means any land acknowledged by a Community as being susceptible to inundation by water from any source (see

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"Floodplain").

26. Flood Protection Grade (FPG): is the BFE plus two (2) feet at any given location in the SFHA (see "Freeboard").
27. Floodplain or Flood Prone Area: means any land area susceptible to being inundated by water from any source (see "Flood").
28. Floodplain Management: means the operation of an overall program of corrective and preventive measures for reducing Flood damage and preserving and enhancing, where possible, natural resources in the Floodplain, including but not limited to emergency preparedness plans, Flood control works, Floodplain Management Regulations, and open space plans.
29. Floodplain Management Regulations: means zoning ordinances, subdivision regulations, Building codes, health regulations, special purpose ordinances (such as a Floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power which control Development in Flood Prone Areas. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of Flood damage prevention and reduction.
30. Floodproofing (Dry Floodproofing): is a method of protecting a Structure that ensures that the Structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation with walls that are substantially impermeable to the passage of water. All structural components of these walls are capable of resisting hydrostatic and hydrodynamic Flood forces, including the effects of buoyancy, and anticipated debris impact forces.
31. Floodproofing Certificate: is a form used to certify compliance for non-residential Structures as an alternative to elevating Structures to or above the FPG.
32. Floodway: is the channel of a river or other Watercourse and the adjacent land areas that must be reserved in order to discharge the Base Flood without cumulative increasing the water surface elevation more than a designated height.
33. Freeboard: means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of Floodplain Management. It is used to compensate for the many unknown factors that could contribute to Flood heights greater than those calculated for the Base Flood.
34. Fringe or Flood Fringe: is the portion of the Floodplain lying outside the Floodway.
35. Functionally Dependent Use: means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage

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or related manufacturing facilities.

36. Hardship: (as related to Variances of this ordinance) means the exceptional Hardship that would result from a failure to grant the requested Variance. The City of Westfield Board of Zoning Appeals requires that the Variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial Hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional Hardship. All of those problems can be resolved through other means without granting a Variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

37. Highest Adjacent Grade: means the highest natural elevation of the ground surface, prior to the Start of Construction, next to the proposed walls of a Structure.

38. Historic Structure: means any Structure that is:
    a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
    b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
    c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
    d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by (a) an approved state program as determined by the Secretary of Interior, or (b) directly by the Secretary of Interior in states without approved programs.

39. Hydrologic and Hydraulic Engineering Analysis: means analyses performed by a professional engineer licensed by the State of Indiana, in accordance with standard engineering practices that are accepted by the Indiana Department of Natural Resources and FEMA, used to determine the Base Flood, other frequency Floods, Flood elevations, Floodway information and boundaries, and Flood profiles.

40. International Code Council-Evaluation Service (ICC-ES) Report: means a document that presents the findings, conclusions, and recommendations from a particular evaluation. ICC-ES reports provide information about what code requirements or acceptance criteria were used to evaluate a product, and how the product should be identified, installed.

41. Letter of Final Determination (LFD): means a letter issued by FEMA

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during the mapping update process which establishes final elevations and provides the new Flood map and Flood study to the Community. The LFD initiates the six-month adoption period. The Community must adopt or amend its Floodplain Management Regulations during this six-month period unless the Community has previously incorporated an automatic adoption clause.

42. Letter of Map Change (LOMC): is a general term used to refer to the several types of revisions and amendments to FEMA maps that can be accomplished by letter. They are broken down into the following categories:
    a. Conditional Letter of Map Revision (CLOMR): means FEMA's comment on a proposed project that would, upon construction, result in modification of the SFHA through the placement of Fill outside the existing Regulatory Floodway.
    b. Conditional Letter of Map Revision Based on Fill (CLOMR-F): means a letter from FEMA stating that a proposed Structure that will be elevated by Fill would not be inundated by the Base Flood.
    c. Letter of Map Amendment (LOMA): means an amendment by letter to the currently effective FEMA map that establishes that a Building or of land is not located in a SFHA through the submittal of property specific elevation data. A LOMA is only issued by FEMA.
    d. Letter of Map Amendment Out as Shown (LOMA-OAS): means an official determination b FEMA that states the property or Building is correctly shown outside the SFHA as shown on an effective NFIP map. Therefore, the mandatory Flood insurance requirement does not apply. An out-as-shown determination does not require elevations.
    e. Letter of Map Revision (LOMR): means an official revision to the currently effective FEMA map. It is issued by FEMA and changes Flood zones, delineations, and elevations.
    f. Letter of Map Revision Based on Fill (LOMR-F): means FEMA's modification of the SFHA shown on the FIRM based on the placement of Fill outside the existing Regulatory Floodway.
43. Lowest Adjacent Grade: means the lowest elevation, after completion of construction, of the ground, sidewalk, patio, deck support, or Basement entryway immediately SFHA shown on the FIRM based on the placement of Fill outside the existing Regulatory Floodway.
44. Lowest Floor: means, for Floodplain Management purposes, the lowest elevation desribed among the following:
    a. The Lowest Floor of a Building;
    b. The Basement floor;
    c. The garage floor if the garage is connected to the Building;
    d. The first floor of a Structure elevated on pilings or pillars;
    e. The floor level of any enclosure, other than a Basement, below an elevated Structure where the walls of the enclosure provide any resistance to the flow of Floodwaters. Designs for meeting the

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Flood opening requirement must either be certified by a registered professional engineer or architect or meet or exceed the following criteria:

i. The walls are designed to automatically equalize the hydrostatic Flood forces on the walls by allowing for the entry and exit of floodwaters;

ii. At least two (2) openings are designed and maintained for the entry and exit of floodwater; and these openings provide a total net area of at least one (1) square inch for every one (1) square foot of Enclosed Area. The bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher. Doorways and windows do not qualify as openings;

f. The first floor of a Building elevated on pilings or columns in a coastal high hazard area (as that term is defined in 44 CFR 59.1), as long as it meets the requirements of 44 CFR 60.3.

45. Manufactured Home: means a Structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle."

46. Manufactured Home Park or Subdivision: means a parcel (or contiguous parcels) of land divided into two (2) or more Manufactured Home Lots for rent or sale.

47. Mitigation: means sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of Mitigation is twofold: to protect people and Structures, and to minimize the cost of disaster response and recovery.

48. National Flood Insurance Program (NFIP): the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

49. Natural Grade: for Floodplain Management purposes means the elevation of the undisturbed natural surface of the ground. Fill placed prior to the date of the initial identification of the Flood hazard on a FEMA map is also considered Natural Grade.

50. New Construction: for Floodplain Management purposes means any Structure for which the "Start of Construction" commenced on or after the effective date of a Floodplain Management Regulations adopted by a Community and includes any subsequent improvements to such Structures.

51. New Manufactured Home Park or Subdivision: means a Manufactured Home Park or Subdivision for which the construction of facilities for servicing the Lots on which the Manufactured Homes are to be affixed

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(including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the Community's first Floodplain ordinance.

52. North American Vertical Datum of 1988 (NAVD 88): as adopted in 1993 is a vertical control datum used as a reference for establishing varying elevations within the Floodplain.

53. Obstruction: includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, Building, wire, fence, rock, gravel, refuse, Fill, Structure, vegetation, or other material in, along, across or projecting into any Watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

54. One-percent (1%) Annual Chance Flood: is the Flood that has a one-percent (1%) chance of being equaled or exceeded in any given year. See "Regulatory Flood".

55. Physical Map Revision (PMR): is an official republication of a comunity's FEMA map to effect changes to base (1-percent annual chance) Flood elevations, Floodplain boundary delineations, Regulatory Floodways, and planimetric features. These changes typically occur as a result of structural works or improvements, annexations resulting in additional Flood Hazard Areas, or correction to Base Flood Elevations (BFE) of SFHAs.

56. Prefabricated Building: is a Building that is manufactured and constructed using prefabrication. It consists of factory-made components or units that are transported and assembled on-site to form the complete Building.

57. Principally Above Ground: means that at least 51 percent of the actual cash value of the Structure, less land value, is above ground.

58. Recreational Vehicle: means a vehicle which is:
    a. Built on a signle chassis;
    b. 400 square feet or less when measured at the largest horizontal projections;
    c. Designed to be self-propelled or permanently towable by a light duty truck;
    d. Designed primarily not for use as a permanent dwelling, but as quarters for recreational camping, travel, or seasonal use.

59. Regulatory Flood: means the Flood having a one-percent (1%) chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by the Indiana Department of Natural Resources and FEMA. The Regulatory Flood elevation at any location is as defined in *Article 5.5(F)(2)* of this

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ordinance. The "Regulatory Flood" is also known by the term "Base Flood", "One-Percent (1%) Annual Chance Flood", and "100-Year Flood".

60. Repetitive Loss: means Flood-related damages sustained by a Structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such Flood event, on the average, equaled or exceeded twenty-five percent (25%) of the market value of the Structure before the damage occured.

61. Riverine: means relating to, formed by, or resembling a river (including tributaries), steam, brook, etc.

62. Special Flood Hazard Area (SFHA), synonymous: with "Areas of Special Flood Hazard" and Floodplain, means those lands within the jurisdiction of the City subject to a one-percent (1%) or greater chance of Flooding in any given year. SFHAs are designated by FEMA on FIRMs, Flood Insurance Studies (FIS), as Zones A, AE, A99, or VE. The SFHA includes areas that are Flood prone and designated from other federal, state or local sources of data including but not limited to Best Available Flood Layer (BAFL) maps provided by or approved by the Indiana DNR, historical Flood information reflecting high water marks, previous Flood inundation areas, and Flood prone soils associated with a Watercourse.

63. Solid Waste Disposal Facility: means any facility involved in the storage or disposal of non-liquid, non-soluble materials ranging from municipal garbage to industrial wastes that contain complex and sometimes hazardous substances. Solid waste also includes sewage sludge, agricultural refuse, demolition wastes, mining wastes, and liquids and gases stored in containers.

64. Start of Construction: includes Substantial Improvement, and means the date the Building permit was issued, provided the actual Start of Construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a Structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a Manufactured Home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a Basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory Buildings, such as garages or sheds not occupied as dwelling units or not part of the main Structure. For a Substantial Improvement, the actual Start of Construction means the first alteration of any wall, ceiling, floor, or other structural part of a Building, whether or not that alteration affects the external dimensions of the Building.

65. Structure: means a Walled and Roofed Building, including a gas or liquid storage tank, which is Principally Above Ground. The term includes a

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Manufactured Home, as well as a Prefabricated Building. It also includes Recreational Vehicles installed on a site for more than 180 consecutive days.

66. Substantial Damage: means damage of any origin sustained by a Structure whereby the cost of restoring the Structure to its before damaged condition would equal or exceed 50 percent of the market value of the Structure before the damage occurred.

67. Substantial Improvement: means any reconstruction, rehabilitation, Addition, or other improvement of a Structure, the cost of which equals or exceeds 50 percent of the market value of the Structure before the "Start of Construction" of the improvement. This term includes Structures that have incurred "Repetitive Loss" or "Substantial Damage" regardless of the actual repair work performed. The term does not include improvements of Structures to correct existing Violations of state or local health, sanitary, or safety code requirements.

68. Variance: is a grant of relief from the requirements of this ordinance conssitent with the Variance conditions herein.

69. Violation: means the failure of a Structure or other Development to be fully compliant with this ordinance.

70. Walled and Roofed: means a Building that has two or more exterior rigid walls and a fully secured roof and is affixed to a permanent site.

71. Watercourse: means a lake, river, creek, stream, wash, channel, or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial Flood damage may occur.

F. **General Provisions:**

1. Lands to Which This Ordinance Applies: This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of the City of Westfield, Indiana as identified in *Article 5.5(F)(2)*, including any additional Areas of Special Flood Hazard annexed by the City of Westfield, Indiana.

2. Basis for Establishing the Special Flood Hazard:

   a. The Regulatory Flood elevation, Floodway, and Fringe limits for the studied SFHAs within the jurisidiction of the City of Westfield, delineated as an "AE Zone" on the Hamilton County, Indiana and Incorporated Areas Flood Insurance Rate Map (FIRM) dated November 19, 2014 shall be determined from the One-percent (1%) Annual Chance Flood profiles in the Flood Insurance Study (FIS) of Hamilton County, Indiana and Incorporated Areas and the corresponding FIRMs dated November 19, 2014 as well as any asubsequent updates, amendments, or revisions, prepared by the Federal Emergency Management Agency (FEMA) with the most recent date. Should the Floodway limits not be delineated on the

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FIRM for a studied SFHA designated as an "AE Zone", the limits of the Floodway will be according to the BAFL as provided by the Indiana Department of Natural Resources (DNR).

b. The Regulatory Flood elevation, Floodway, and Fringe limits for each of the SFHAs within the jurisdiction of the City of Westfield, delineation as an "A Zone" on the Hamilton County, Indiana and Incorporated Areas FIRM, dated November 19, 2014, as well as any subsequent updates, amendments, or revisions, prepared by the FEMA with the most recent date, shall be according to the BAFL provided by the Indiana DNR, provided the upstream drainage area from the subject site is greater than one (1) square mile. Whenever a party disagrees with the BAFL data, the party needs to replace existing data with better data that meets current engineering standards. To be considered, this data must be submitted to the Indiana DNR for review and subsequently approved.

c. In the absence of a published FEMA map, or absence of identification on a FEMA map, the Regulatory Flood elevation, Floodway, and Fringe limits of any Watercourse in the Community's known Flood Prone Areas shall be according to the BAFL as provided by the Indiana DNR, provided the upstream drainage area from the subject site is greater than one (1) square mile.

d. Upon issuance of a Letter of Final Determination (LFD), any more restrictive data in the new (not yet effective) mapping/study shall be utilized for permitting and construction (Development) purposes, replacing all previously effective less restrictive Flood hazard data provided by FEMA.

3. Establishment of Floodplain Development Permit: A Floodplain Development permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any Development activities in the Areas of Special Flood Hazard and in accordance with *Article 10.8*.

4. Compliance:

a. No Structure shall hereafter be located, extended, converted or structurally altered within the SFHA without full compliance with the terms of this ordinance and other applicable regulations.

b. Where an existing or proposed Structure or other Development is affected by multiple Flood zones, by multiple BFEs, or both, the Development activity must comply with the provisions of this ordinance applicable to the most restrictive Flood zone and the most conservative (highest) BFE affecting any part of the existing or proposed Structure; or for other Developments, affecting any part of the area of the Development.

c. No land or stream within the SFHA shall hereafter be altered without full compliance with the terms of this ordinance and other applicable regulations.

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5. Abrogation and Greater Restrictions: This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

6. Discrepancy between Mapped Floodplain and Actual Ground Elevations:

   a. In cases where there is a discrepancy between the mapped Floodplain (SFHA) with BFEs provided (Riverine or lacustrine Zone AE) one the FIRM and the actual ground elevations, the elevation provided on the profiles or table of still water elevations shall govern.
   b. If the elevation of the site in question is below the BFE, that site shall be included in the SFHA and regulated accordingly.
   c. If the Natural Grade elevation of the site in question is at or above the BFE and a LOMA or LOMR-FW is obtained, the Floodplain regulations will not be applied provided the LOMA or LOMR-FW is not subsequently superseded or invalidated.

7. Interpretation: In the interpretation and application of this ordinance all provisions shall be:

   a. Considered as minimum requirements;
   b. Liberally construed in favor of the governing body; and
   c. Deemed neither to limit nor repeal any other powers granted under state statutes.

8. Warning and Disclaimer of Liability: The degree of Flood protection required by this ordinance is considered reasonabe for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger Floods can and will occur on rare occasions. Therefore, this ordinance does not create any liability on the part of the City of Westfield, the Indiana DNR, or the State of Indiana, for any Flood damage that results from reliance on this ordinance, or any administrative decision made lawfully thereunder.

9. Penalties for Violation: Failure to obtain a Floodplain Development permit in the SFHA or failure to comply with the requirements of a Floodplain Development permit or conditions of a Variance shall be deemed to be a Violation of this ordinance. All Violations shall be considered a common nuisance and be treated as such in accordance with the provisions of *Article 11* for the City of Westfield. All Violations shall be punishable by a fine in accordance with the Fee Schedule (see *Article 3.1 General Administration*).

   a. A separate offense shall be deemed to occur for each day the Violation continues to exist.
   b. The City of Westfield Plan Commission shall inform the owner that any such Violation is considered a willful act to increase Flood damages and therefore may cause coverage by a standard Flood insurance policy to be suspended.
   c. Nothing herein shall prevent the City from taking such other lawful

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action to prevent or remedy any Violations. All costs connected therewith shall accrue to the person or persons responsible.

G. **Administration:**

1. Floodplain Development Permit and Certification Requirements: An application for a Floodplain Development permit shall be made to the Floodplain Administrator, in accordance with Article 10.8, for all Development activities located wholly within, partially within, or in contact with an identified SFHA. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Such applications shall include, but not be limited to plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed Structures, earthen Fill, storage of materials or equipment, drainage, facilities, and the location of the foregoing. Specifically, the following information is required:

   a. Application Stage:
      i. A description of the proposed Development;
      ii. Location of the proposed Development sufficient to accurately locate property and Structure(s) in relation to existing roads and streams;
      iii. A legal description of the property site;
      iv. A site Development plan showing existing and proposed Development locations and existing and proposed land grades;
      v. Verification that connection to either a public sewer system or to an approved on-site septic system is available and approved by the respective regulatory agency for proposed Structures with plumbing;
      vi. Plans showing elevation of the top of the planned Lowest Floor (including Basement) of all proposed Structures in Zones A, AE. Elevation should be in NAVD 88;
      vii. Plans showing elevation (in NAVD 88) to which any nonresidential Structure will be floodproofed;
      viii. Plans showing materials to be used below the Flood Protection Grade (FPG) for any proposed Structure are Flood resistant;
      ix. Plans showing how any proposed Structure will be anchored to resist flotation or collapse;
      x. Plans showing how any electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities are designed and/or located. Elevation should be in NAVD 88;
      xi. Description of the extent to which any Watercourse will be altered or relocated as a result of proposed Development. A Hydrologic and Hydraulic Engineering Analysis is required, and any Watercourse changes submitted to DNR for approval. Once DNR approval is obtained, a FEMA Conditional Letter of Map

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Revision (CLOMR) must be obtained prior to construction. (See *Article 3.5(C)(8)* and *Article 5.5(G)(3)* for additional information.)

xii. Any additional information, as requested by the Floodplain Administrator, which may be necessary to determine the disposition of a proposed Development or Structure with respect to the requirements of this ordinance.

b. Construction Stage: Upon establishment of the Lowest Floor of an elevated Structure or Structure constructed on Fill, it shall be the duty of the applicant to submit to the Floodplain Administrator an Elevation Certificate for the Building under construction. The Floodplain Administrator shall review the Elevation Certificate. Any deficiencies detected during the review shall be corrected by the applicant before work is allowed to continue. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

c. Finished Construction:

i. Upon completion of construction of an elevated Structure or Structure constructed on Fill, an Elevation Certificate which depicts the "as-built" Lowest Floor elevation and other applicable elevation data is required to be submitted by the applicant to the Floodplain Administrator. The Elevation Certificate shall be prepared by or under the direct supervision of a registered land surveyor and certified by the same.

ii. Upon completion of construction of a Floodproofing measure, a Floodproofing Certificate is required to be submitted by the applicant to the Floodplain Administrator. The Floodproofing Certificate shall be prepared by or under the direct supervision of a registered professional engineer or architect and certified by same.

2. Administrative Procedures:

a. Inspections of Work in Progress: As the work pursuant to a permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credential, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

b. Stop Work Orders:

i. Upon notice from the Floodplain Administrator, work on any Building, Structure or premises that is being done contrary to the provisions of this ordinance shall immediately cease.

ii. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

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c. Revocation of Permits:
   i. The Floodplain Administrator may revoke a permit or approval, issued under the provisions of the ordinance, in cases where there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
   ii. The Floodplain Administrator may revoke a permit upon determination by the Floodplain Administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the Structure for which the permit was issued is in Violation of, or not in conformity with, the provisions of this ordinance.

d. Floodplain Management Records:
   i. Regardless of any limitation on the period required for retention of public records, records of actions associated with the administration of this ordinance shall be kept on file and maintained under the direction of the Floodplain Administrator in perpetuity. These records include permit applications, plans, certifications, FIRMs; Letter of Map Change (LOMC); records of issuance of permits and denial of permits; determinations of whether proposed work constitutes Substantial Improvement or repair of Substantial Damage; required design certifications and documentation of elevations required by this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of Watercourses; assurances that the Flood carrying capacity of altered Watercourses will be maintained; documentation related to Appeals and Variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance.
   ii. These records shall be available for public inspection at the Westfield City Services Center located at 2728 East 171st Street, Westfield, IN 46074.

e. Periodic Inspection: Once a project is completed, periodic inspections may be conducted by the Floodplain Administrator to ensure compliance. The Floodplain Administrator shall have a right, upon presentation of proper credential, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

3. Map Maintenance Activities: To meet National Flood Insurance Program (NFIP) minimum requirements to have Flood data reviewed and approved by FEMA, and to ensure that the City of Westfield's Flood maps, studies and other data identified in *Article 5.5(F)(2)* accurately represent Flooding conditions so appropriate Floodplain Management criteria are based on current data, the following map maintenance activities are identified:

   a. Requirement to Submit New Technical Data:

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i. For all Development proposals that impact Floodway delineations or BFEs, the Community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These Development proposals include:
   (a). Floodway encroachments that increase or decrease BFEs or alter Floodway boundaries;
   (b). Fill sites to be used for the placement of proposed Structures where the applicant desires to remove the site from the SFHA;
   (c). Alteration of Watercourses that result in a relocation or elimination of the SFHA, including the placement of culverts; and Subdivision or large-scale Development proposals requiring the establishment of BFEs.

ii. It is the responsibility of the applicant to have required technical data for a CLOMR or Letter of Map Revision (LOMR) and submitted to FEMA. The Indiana DNR will review the submittals as part of a partnership with FEMA. The submittal should be mailed to the Indiana DNR at the address provided on the FEMA form (MT-2) or submitted through the online LOMC website. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.

iii. The Floodplain Administrator shall require a CLOMR prior to the issuance of a Floodplain Development permit for proposed Floodway encroachments that increase the BFE.

iv. Floodplain Development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a LOMR form FEMA for any Development proposal subject to this section.

b. Right to Submit New Technical Data: The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact Floodplain or Floodway delineations or BFEs, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the Mayor of the City of Westfield and may be submitted to FEMA at any time.

c. Annexation / Detachment: Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City of Westfield have been modified by annexation or the Community has assumed authority over an area, or no longer has authority to adopt and enforce Floodplain Management Regulations for a particular area. In order that the City of Westfield's FIRM accurately represent the City of Westfield boundaries, include within such notification a copy of a map of the City of Westfield suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Westfield has assumed or relinquished

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Floodplain Management regulatory authority.

4. Variance Procedures:
   a. The Board of Zoning Appeals (the "Board") as established by the Common Council of the City of Westfield shall hear and decide Appeals and requests for Variances from requirements of this ordinance.
   b. The Board shall hear and decide Appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Board may Appeal such decision to the Hamilton County Superior or Circuit Courts.
   c. In passing upon such applications, the Board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
      i. The danger to life and property due to Flooding or erosion damage;
      ii. The danger that materials may be swept onto other lands to the injury of others;
      iii. The susceptibility of the proposed facility and its contents to Flood damage and the effect of such damage on the individual owner;
      iv. The importance of the services provided by the proposed facility to the Community;
      v. The necessity to the facility of a waterfront location, where applicable;
      vi. The compatibility of the proposed use with existing and anticipated Development;
      vii. The availability of alternative locations for the proposed use which are not subject to Flooding or erosion damage;
      viii. The safety of access to the property in times of Flood for ordinary and emergency vehicles;
      xi. The expected height, velocity, duration, rate of rise, and sediment of transport of the floodwaters at the site; and
      x. The costs of providing governmental services during and after Flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
   d. A written report addressing each of the above factors shall be submitted with the application for a Variance.
   e. Variances from the provisions of this ordinance shall only be granted when the Board can make positive findings of fact based on evidence submitted at the hearing for the following:
      i. A showing of good and sufficient cause;
      ii. A determination that failure to grant the Variance would result in exceptional Hardship as defined in *Article 5.5(E)*,

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iii. A determination that the granting of a Variance will not result in increased Flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing laws or ordinances.

f. No Variance for a residential use within a Floodway subject to *Article 5.5(H)(1)(a)*, *Article 5.5(H)(1)(c)* or *Article 5.5(H)(1)(d)* of this ordinance may be granted.

g. Any Variance granted in a Floodway subject to *Article 5.5(H)(1)(a)*, *Article 5.5(H)(1)(c)* or *Article 5.5(H)(1)(d)* will require a permit from the Indiana DNR. Variances shall not be issued within any designated regulatory Floodway if any increase in Flood levels during the Base Flood discharge would result.

h. Variances to the Provisions for Flood Hazard Reduction of *Article 5.5(H)* may be granted only when a new Structure is to be located on a Lot of one-half (0.5) acre or less in size, contiguous to and surrounded by lots with existing Structures constructed below the FPG.

i. Variances may be issued for the repair or rehabilitation of "Historic Structures" upon a determination that the proposed repair or rehabilitation will not preclude the Structure's continued designation as an "Historic Structure" and the Variance is the minimum to preserve the historic character and design of the Structure.

j. Variances may be issued for New Construction, Substantial Improvements, and other Development necessary for the conduct of a Functionally Dependent Use.

k. Variances shall only be issued upon a determination that the Variance is the minimum necessary, considering the Flood hazard, to afford relief.

l. Upon consideration of the factors listed above and the purposes of this ordinance, the Board may attach such conditions to the granting of Variances as it deems necessary to further the purposes of this ordinance.

m. Any applicant to whom a Variance is granted shall be given written notice specifying the difference between the FPG and the elevation to which the Lowest Floor is to be built and stating that the cost of the Flood insurance will be commensurate with the increased risk resulting from the reduced Lowest Floor elevation.

n. The Floodplain Administrator shall maintain the records of Appeal actions and report any Variances to FEMA or the Indiana DNR upon request.

H. **Provisions for Flood Hazard Reduction:**

1. Floodplain Status Standards:

a. Floodways (Riverine): Located within SFHAs, established in *Article 5.5(F)(2)*, are areas designated as Floodways. The Floodway is an

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extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and has erosion potential. Under the provisions of the Flood Control Act (IC 14-28-1) a permit for construction in a Floodway from the Indiana DNR is required prior to the issuance of a local Building permit for any excavation, deposit, construction, or Obstruction activity located in the Floodway. This includes land preparation activities such as filling, grading, clearing and paving undertaken before the actual Start of Construction of the Structure. General licenses and exemptions to the requirements of the Flood Control Act (IC 14-28-1 and 312 IAC 10) may apply to qualified Additions/improvements to existing lawful residential Structures, rural bridges, logjam removals, wetland restoration, utility line crossigs, outfall projects, creek rock removal, and prospecting.

i. If the site is in a Regulatory Floodway as established in *Article 5.5(F)(2)*, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana DNR and apply for approval for construction in a Floodway, provided the activity does not qualify for a general license or exemption (IC 14-28-1 or 312 IAC 10).

ii. No action shall be taken by the Floodplain Administrator until approval has been granted by the Indiana DNR for construction in the Floodway, or evidence provided by an applicant that the Development meets specified criteria to qualify for a general license or exemption to the requirement of the Flood Control Act. The Floodplain Development permit shall meet the provisions contained in this article.

iii. The Floodplain Development permit cannot be less restrictive than an approval issued for construction in a Floodway issued by the Indiana DNR, or the specified criteria used to qualify for a general license or exemption to the Flood Control Act for a specific site/project. However, a Community's more restrictive regulations (if any) shall take precedence.

iv. In Floodway areas identified on the FIRM, Development shall cause no increase in Flood levels during the occurrence of the Base Flood discharge without first obtaining a CLOMR and meeting requirements of *Article 5.5(G)(3)(a)*. A CLOMR cannot be issued for Development that would cause an increase in Flood levels affecting a Structure and such Development should not be permitted.

v. In Floodway areas identified by the Indiana DNR through detailed or approximate studies but not yet identified on the effective FIRM as Floodway areas, the total cumulative effect of the proposed Development, when combined with all other existing and anticipated Development, shall not adversely affect the efficiency of, or unduly restrict the capacity of the Floodway. This adverse effect is defined as an increase in the elevation of the

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Regulatory Flood of at least fifteen-hundredths (0.15) of a foot as determined by comparing the Regulatory Flood elevation under the project condition to that under the natural or pre-floodway condition as proven with hydraulic analyses.

vi. For all projects involving channel modifications or Fill (including levees) the City shall submit the data and request that FEMA revise the Regulatory Flood data per mapping standard regulations found at 44 CFR § 65.12.

b. Fringe (Riverine): If the site is in the Fringe (either identified on the FIRM or identified by the Indiana DNR through detailed or approximate studies and not identified on a FIRM), the Floodplain Administrator may issue the local Floodplain Development permit provided the provisions contained in this article have been met.

c. SFHAs without Established Base Flood Elevation and/or Floodways/ Fringes (Riverine):

i. Drainage area upstream of the site is greater than one (1) square mile:

(a) If the site is in an identified Floodplain where the limits of the Floodway and Fringe have not yet been determined, and the drainage area upstream of the site is greater than one (1) square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana DNR for review and comment.

(b) No action shall be taken by the Floodplain Administrator until written approval from the Indiana DNR (approval for construction in a Floodway, letter of authorization, or evidence of general license qualification) or a Floodplain analysis/regulatory assessment citing the One-percent (1%) Annual Chance Flood elevation and the recommended FPG has been received from the Indiana DNR.

(c) Once the Floodplain Administrator has received the property written approval, evidence of general license qualification, of Floodplain analysis/regulatory assessment approving the proposed Development from the Indiana DNR, a Floodplain Development permit may be issued, provided the conditions of the Floodplain Development permit are not less restrictive than the conditions received from the Indiana DNR and the provisions contained in this section have been met.

ii. Drainage area upstream of the site is less than one (1) square mile:

(a) If the site is in an identified Floodplain where the limits of the Floodway and Fringe have not yet been determined and the drainage area upstream of the site is less than one (1) square mile, the Floodplain Administrator shall require the applicant to provide an engineering analysis showing the limits of

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the Floodplain and One-percent (1%) Annual Chance Flood elevation for the site.

(b) Upon receipt, the Floodplain Administrator may issue the local Floodplain Development permit, provided the provisions contained in this article have been met.

d. SFHAs not Identified on a Map:

i. If a proposed Development site is near a waterway with no SFHA identified on a map, the Floodplain Administrator shall verify the drainage area upstream of the site. If the drainage area upstream of the site is verified as being greater than one square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana DNR for review and comment.

ii. No action shall be taken by the Floodplain Administrator until written approval from the Indiana DNR (approval for construction in a Floodway, letter of authorization, or evidence of general license qualification) or a Floodplain analysis/regulatory assessment citing the One-percent (1%) Annual Chance Flood elevation and the recommended FPG has been received from the Indiana DNR.

iii. Once the Floodplain Administrator has received the property written approval, evidence of general license qualification, or Floodplain analysis/regulatory assessment approving the proposed Development from the Indiana DNR, a Floodplain Development permit may be issued, provided the conditions of the Floodplain Development permit are not less restrictive than the conditions received from the Indiana DNR and the provisions contained in this article have been met.

2. General Standards: In all Areas of Special Flood Hazard, the following provisions are required:

a. All New Construction, reconstruction or repairs made to a Repetitive Loss Structure, and Substantial Improvements shall be anchored to prevent flotation, collapse or lateral movement of the Structure;

b. New Construction and Substantial Improvements shall be constructed with materials and utility equipment resistant to Flood damage below the FPG;

c. New Construction and Substantial Improvements must incorporate methods and practices that minimize Flood damage;

d. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at/above the FPG for residential Structures. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at/above the FPG or designed so as to prevent water from entering or accumulating within the components below the FPG for nonresidential Structures. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed

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service facilities may be located below the FPG;

e. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of Floodwaters into the system;

f. new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of Floodwaters into the system;

g. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during Flooding;

h. Any alteration, repair, reconstruction, or improvements to a Structure that is in compliance with the provisions of this ordinance shall meet the requirements of "New Construction" as contained in this ordinance;

i. BFE data shall be provided for Subdivision proposals and other proposed Development (including Manufactured Home Parks and Subdivisions), which is greater than the lesser of fifty (50) Lots of five (5) acres;

j. Where an existing or proposed Structure or other Development is affected by multiple Flood zones, by multiple BFEs, or both, the Development activity must comply with the provisions of this ordinance applicable to the most restrictive Flood zone and the highest BFE affecting any part of the existing or proposed Structure; or for other Developments, affecting any part of the area of the Development;

k. Fill projects that do not involve a Structure must be protected against erosion and scour during Flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than three foot (3') horizontal to one foot (1') vertical;

l. Non-conversion agreements shall be required for all new or substantially improved elevated Structures with an enclosure beneath the elevated floor, Accessory Structures, and open-sided shelters.

m. Construction of new Solid Waste Disposal Facilities, hazard waste management facilities, salvage yards, and chemical storage facilities shall not be permitted in Areas of Special Flood Hazard; and

n. Whenever any portion of the SFHA is authorized for use, the volume of space which will be occupied by the authorized Fill or Structure below the BFE shall be compensated for and balanced by an equivalent volume of excavation taken below the BFE. The excavation volume shall be at least equal to the volume of storage lost (replacement ratio of one (1) to one (1)) due to the Fill or Structure.

    i. The excavation shall take place in the same Floodplain on the same property on which the authorized Fill or structure is located, provided sufficient space exists. If sufficient space does not exist on the same property, the excavation shall take place in the same Floodplain no further than 1000' from the site of the authorized Fill or Structure, provided authorization/permission has been

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granted by the owners of any property where the excavation is proposed.

ii. Under certain circumstances, the excavation may be allowed to take place outside of but adjacent to the Floodplain provided that the excavated volume will be below the regulatory Flood elevation, will be in the same property in which the authorized Fill or Structure is located, will be accessible to the Regulatory Floodwater, will not be subject to ponding when not inundated by Floodwater, and that it shall not be refilled.

iii. The excavation shall provide for true storage of Floodwater but shall not be subject to ponding when not inundated by Floodwater.

iv. The excavation shall be sufficiently stabilized and compacted to remain firm and resist erosion.

v. A restrictive covenant which states the approved compensatory cut area (excavation) shall not be altered without approval from the Floodplain Administrator shall be executed and recorded in the Hamilton County Recorder's Office that runs with the property.

vi. The Fill or Structure shall not obstruct a drainage way leading to the Floodplain.

vii. The grading around the excavation shall be such that the excavated area is accessible to the Regulatory Floodwater.

viii. The Fill or Structure shall be of a material deemed stable enough to remain firm and in place during periods of Flooding and shall include provisions to protect adjacent property owners against any increased runoff or drainage resulting from its placement. When a Structure is placed on Fill it shall follow additional requirements of *Article 5.5(H)(3)(b)(iv)* and *Article 5.5(H)(3)(c)(iv)*.

ix. Plans depicting the areas to be excavated and filled shall be submitted prior to the actual Start of Construction or any site work; once site work is complete, but before the actual Start of Construction, the applicant shall provide to the Floodplain Administrator a certificate survey of the excavation and Fill sites demonstrating the Fill and excavation comply with this article.

3. Specific Standards: In all Areas of Special Flood Hazard where BFE data or Flood depths have been provided, as set forth in *Article 5.5(F)(2)*, the following provisions are required:

a. Building Protection Requirement: In addition to the general standards described in *Article 5.5(H)(2)*, Structures to be located in the SFHA shall be protected from Flood damage below the FPG. This Building protection requirement applies to the following situations:

i. Construction or placement of a residential Structure;

ii. Construction or placement of a nonresidential Structure;

iii. Addition or improvement made to an existing Structure where

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the cost of the Addition or improvement equals or exceeds fifty percent (50%) of the value of the existing Structure (excluding the value of the land). An Addition and/or improvement project that is continuous in scope or time is considered as one project for permitting purposes;

iv. Reconstruction or repairs made to a damaged Structure where the costs of restoring the Structure to its before damaged condition equals or exceeds fifty percent (50%) of the market value of the Structure (excluding the value of the land) before damage occurred (the costs of any proposed Additions or improvements beyond restoring the damaged Structure to its before damaged condition must be included in the cost);

v. Installing a travel trailer or Recreational Vehicle on a site for more than 180 days;

vi. Installing a Manufactured Home on a new site or a New Manufactured Home on an existing site. This ordinance does not apply to returning an existing Manufactured Home to the same site it lawfully occupied before it was removed to avoid Flood damage, provided it is returned within 180 days of the subsidence of Floodwaters in the area of such site;

vii. Reconstruction or repairs made to a Repetitive Loss Structure; and

viii. Addition or improvement made to any existing Structure with a previous repair, Addition or improvement constructed since the Community's first Floodplain ordinance.

b. Residential Construction (excluding Manufactured Homes):

i. New Construction of Substantial Improvement of any residential Structures shall meet provisions described in *Article 5.5(H)(1)*, and applicable general standards described in *Article 5.5(H)(2)*.

ii. In Zone A and Zone AE, New Construction or Substantial Improvement of any residential Structure shall have the Lowest Floor; including Basement, at or above the FPG. Should solid foundation perimeter walls be used to elevate a Structure, openings sufficient to facilitate the unimpeded movements of Floodwaters shall be provided in accordance with the standards of *Article 5.5(H)(3)(b)(iii)*. Should Fill be used to elevate a Structure, the standards of *Article 5.5(H)(3)(b)(iv)* must be met.

iii. Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall meet the following requirement:

(a) Designed to preclude finished living space and designed to allow for the automatic entry and exit of Floodwaters to equalize hydrostatic Flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered Flood openings must be designed and certified by a registered design professional (requires supporting engineering

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certification or make/model specific ICC-ES Report). Non-engineered openings must have a total net area of not less than one square inch for every one square foot of Enclosed Area. Both engineered and non-engineered Flood openings must meet the following installation criteria:

(1) Provide a minimum of two openings on different sides of an enclosure. If there are multiple Enclosed Areas, each is required to meet the requirements for enclosures, including the requirement for Flood openings in exterior walls;

(2) The bottom of all openings shall be no more than one foot above the higher of the final interior grade (or floor) and the finished exterior grade immediately under each opening;

(3) If the floor of the enclosure is below the BFE, the openings must be located wholly below the BFE;

(4) If the floor of the enclosure is at or above the BFE, but below the FPG, the openings must be located wholly below the FPG;

(5) Doors and windows do not qualify as openings;

(6) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of Floodwaters in both directions;

(7) Openings are to be not less than three (3) inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.

(b) The floor of such Enclosed Area must be at or above grade on at least one (1) side.

iv. A residential Structure may be constructed on a Fill in accordance with the following:

(a) Fill shall be placed in layers no greater than one (1) foot deep before compacting to ninety-five percent (95%) of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file;

(b) Fill shall extend ten (10) feet beyond the foundation of the Structure before sloping below the BFE;

(c) Fill shall be protected against erosion and scour during Flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than three foot (3') horizontal to one foot (1') vertical;

(d) Fill shall not adversely affect the flow of surface drainage from or onto neighboring properties;

(e) Fill shall be composed of clean granular or earthen material.

v. A residential Structure may be constructed using a stem wall

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foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill) must be backfilled with compacted structural Fill, concrete, or gravel that supports the floor slab. No Flood openings are required for this type of construction.

c. Nonresidential Construction:

i. New Construction or Substantial Improvement of any non-residential Structures (excludes Accessory Structures) shall meet provisions described in *Article 5.5(H)(1)* and applicable general standards described in *Article 5.5(H)(2)*.

ii. In Zone A and Zone AE, New Construction, or Substantial Improvement of any commercial, industrial, or nonresidential Structure (excludes Accessory Structure) shall either have the Lowest Floor, including Basement and, elevated to or above the FPG or be floodproofed to or above the FPG. Should solid foundation perimeter walls be used to elevate a Structure, openings sufficient to facilitate the unimpeded movements of Floodwaters shall be provided in accordance with the standards of *Article 5.5(H)(3)(c)(iii)*. Should Fill be used to elevate a Structure, the standards of *Article 5.5(H)(3)(c)(iv)* must be met.

iii. Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall meet the following requirement:

(a) Designed to preclude finished living space and designed to allow for the automatic entry and exit of Floodwaters to equalize hydrostatic Flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered Flood openings must be designed and certified by a registered design professional (requires supporting engineering certification or make/model specific ICC-ES Report), or meet the following criteria for non-engineered Flood openings:

(1) Provide a minimum of two openings on different sides of an enclosure. If more than one Enclosed Area is present, each must have openings on exterior walls (having a total net area of not less than one square inch for every one square foot of Enclosed Area);

(2) The bottom of all openings shall be no more than one foot above the higher of the final interior grade (or floor) and the finished exterior grade immediately under each opening;

(3) If the floor of the enclosure is below the BFE, the openings must be located wholly below the BFE.

(4) If the floor of the enclosure is at or above the BFE, but below the FPG, the openings must be located wholly below the FPG:

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(5) Doors and windows do not qualify as openings;
(6) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of Floodwaters in both directions;
(7) Openings are to be not less than three (3) inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.

(b) The floor of such Enclosed Area must be at or above grade on at least one side.

(c) The interior portion of such Enclosed Area shall not be partitioned or finished into separate rooms.

iv. A nonresidential Structure may be constructed on a permanent land Fill in accordance with the following:

(a). Shall be placed in layers no greater than one (1) foot deep before compacting to ninety-five percent (95%) of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file;

(b) Shall extend ten (10) feet beyond the foundation of the Structure before sloping below the BFE;

(c) Shall be protected against erosion and scour during Flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than three foot (3') horizontal to one foot (1') vertical;

(d) Shall not adversely affect the flow of surface drainage from or onto neighboring properties;

(e) Shall be composed of clean granular or earthen material.

v. A nonresidential Structure may be floodproofed in accordance with the following:

(a) A Registered Professional Engineer or Architect shall certify that the Structure has been designed so that below the FPG, the Structure and attendant utility facilities are watertight and capable of resisting the effects of the Regulatory Flood. The Structure design shall take into account Flood velocities, duration, rate of rise, hydrostatic pressures, and impacts from debris or ice. Such certification shall be provided to the Floodplain Administrator.

(b) Floodproofing measures shall be operable without human intervention and without an outside source of electricity.

vi. A nonresidential Structure may be constructed using a stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation must be backfilled with compacted structural Fill, concrete, or gravel that supports the floor slab. No Flood openings are required for this type of construction.

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d. Manufactured Homes and Recreational Vehicles: Manufactured Homes and Recreational Vehicles to be installed or substantially improved on a site for more than 180 days must meet one of the following requirements:

i. These requirements apply to all Manufactured Homes to be placed on a site outside a Manufactured Home Park or Subdivision; in a New Manufactured Home Park or Subdivision; in an Expansion to an Existing Manufactured Home Park or Subdivision; or in an Existing Manufactured Home Park or Subdivision on which a Manufactured Home has incurred "Substantial Damage" as a result of a Flood.

(a) The Manufactured Home shall be elevated on a permanent foundation such that the Lowest Floor shall be at or above the FPG and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(b) Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of Floodwaters to automatically equalize hydrostatic Flood forces on exterior walls as required for elevated Structures in *Article 5.5(H)(3)(b)(iii)*.

(c) Flexible skirting and rigid skirting not attached to the frame or foundation of a Manufactured Home are not required to have openings.

ii. These requirements apply to all Manufactured Homes to be placed on a site in an Existing Manufactured Home Park or Subdivision that has not been substantially damaged by a Flood:

(a) The Manufactured Home shall be elevated so that the Lowest Floor of the Manufactured Home chassis is supported by reinforced piers or other foundation elevations that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(b) Fully Enclosed Areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of Floodwaters to automatically equalize hydrostatic Flood forces on exterior walls as required for elevated Structures in *Article 5.5(H)(3)(b)(iii)*.

(c) Flexible skirting and rigid skirting not attached to the frame or foundation of a Manufactured Home are not required to have openings.

iii. Recreational Vehicles placed on a site shall either:

(a) Be on site for less than 180 days and be fully licensed and ready for use on a public highway (defined as being on its

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wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached Additions); or

(b) Meet the requirements for "Manufactured Homes" as stated earlier in this section.

e. Accessory Structures: Within SFHAs, New Construction or placement of an Accessory Structure must meet the following standards:

i. Shall have a floor area of 400 square feet or less;
ii. Use shall be limited to parking of vehicles and limited storage;
iii. Shall not be used for human habitation;
iv. Shall be constructed of Flood resistant materials;
v. Shall be constructed and placed on the lot to offer the minimum resistance to the flow of Floodwaters;
vi. Shall be firmly anchored to prevent flotation;
vii. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the FPG;
viii. Shall be designed to allow for the entry and exit of Floodwaters to automatically equalize hydrostatic Flood forces on exterior walls as required for elevated Structures in *Article 5.5(H)(3)(c)(iii)* and,
ix. Shall not have subsequent Additions or improvements that would preclude the Structure from its continued designation as an Accessory Structure.

f. Free-standing Pavilions, Gazebos, Decks, Carports, and Similar Development: Within SFHA's designated as Zones A, AE, on the Community's FIRM, New Construction or placement of free-standing pavilions, gazebos, decks, carports, and similar Development must meet the following standards:

i. Shall have open sides (having not more than one rigid wall);
ii. Shall be anchored to prevent flotation or lateral movement;
iii. Shall be constructed of Flood resistant materials below the FPG;
iv. Any electrical, heating, plumbing and other service facilities shall be located at/above the FPG;
v. Shall not have subsequent Additions or improvements that would preclude the Development from its continued designation as a free-standing pavilion, gazebo, carport, or similar open-sided Development.

g. Above Ground Gas or Liquid Storage Tanks: Within SFHAs designated as Zones A, AE, on the Community's FIRM, all newly placed aboveground gas or liquid storage tanks shall meet the requirements for a nonresidential Structure as required in *Article 5.5(H)(3)(c)*.

4. Standards for Subdivision and Other New Developments:

a. All Subdivision proposals and all other proposed new Development shall be consistent with the need to minimize Flood damage.
b. All Subdivision proposals and all other proposed new Development shall have public utilities and facilities such as sewer, gas, electrical,

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and water systems located and constructed to minimize Flood damage.

c. All Subdivision proposals and all other proposed new Development shall have adequate drainage provided to reduce exposure to Flood hazards.

d. In all Areas of Special Flood Hazard where BFE data area not available, the applicant shall provide a Hydrologic and Hydraulic Engineering Analysis that generates BFEs for all Subdivision proposals and all other proposed new Development (including Manufactured Home Parks and Subdivisions), which is greater than the lesser of fifty (50) Lots or five (5) acres, whichever is less.

e. All Subdivision proposals shall minimize Development in the SFHA and/or limit density of Development permitted in the SFHA.

f. All Subdivision proposals shall ensure safe access into/out of SFHA for pedestrians and vehicles (especially emergency responders).

g. Streets, Blocks, Lots, Parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels.

5. Standards for Critical Facilities: Construction of new Critical Facilities shall be, to the extent possible, located outside the limits of the SFHA. Construction of new Critical Facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical Facilities constructed within the SFHA shall have the Lowest Floor elevated to or above the FPG at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into Floodwaters. Access routes elevated to or above the FPG shall be provided to all critical facilities to the extent possible.

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ORDINANCE NUMBER 22-__

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE TEXT OF THE LANTERN COMMONS PLANNED UNIT DEVELOPMENT BEING THAT OF ORDOINACE 19-21 AND TITEL 16 – LAND USE CONTROLS

"Lantern Commons PUD Amendment"

This amendment to a Planned Unit Development District Ordinance (the "**Amendment**"), known as the LANTERN COMMONS PLANNED UNIT DEVELOPMENT (Ordinance 21-04, the "**Lantern Commons Ordinance**"), to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "**UDO**"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code§ 36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "**Commission**") considered a petition (Petition No. ____-PUD-__), filed with the Commission requesting an amendment to Ordinance 21-04, enacted by the Common Council of the City of Westfield (the "**Council**") on April 12, 2021;

WHEREAS, the Amendment pertains to the subject real estate located on the northeast corner of 161st Street and U.S. Highway 31 North, and more particularly identified by legal description in Exhibit A attached hereto and incorporated herein (the "**Real Estate**");

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on _____ ___, 2022;

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

NOW, THEREFORE, BE IT ORDAINED by the Council, meeting in regular session, that the UDO and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

1.1 The Lantern Commons Ordinance is hereby amended for the Real Estate. In all other respects, the Lantern Commons Ordinance shall remain in effect and unchanged. To the extent that the provisions of the UDO or the Lantern Commons Ordinance conflict with the provisions of this Amendment, the provisions of this Amendment shall prevail.

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Amendment and any exhibits attached hereto, and (ii) the Lantern Commons Ordinance, and (iii) the provisions of the UDO, as amended and applicable to the Real estate, except as modified, revised, supplemented or expressly made inapplicable by this Amendment.

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

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

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

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

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

3.1 Area B, as identified in the Lantern Commons Ordinance, is hereby combined with Area A, as identified in the Lantern Commons Ordinance. To the extent that the provisions of the Lantern Commons Ordinance apply to the Real Estate, the Real Estate shall be governed by the provisions applicable to Area A of the Lantern Commons Ordinance.

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

3.3 The Real Estate shall be developed in substantial compliance with the Concept Plan.

Section 4. Permitted Uses. Section 5 of the Lantern Commons Ordinance is hereby amended to include Health and Fitness Club as a permitted use on the Real Estate.

Section 5. General Regulations. The standards of Section 6 of the Lantern Commons Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

4.1 Minimum Setback. Section 6.1(A)(1) of the Lantern Commons Ordinance is hereby modified to provide that no Building shall be constructed within 550 feet of the north property line of the Real Estate.

4.2 Maximum Building Height. Section 6.1(B)(1) of the Lantern Commons Ordinance is hereby replaced and restated as follows for the Real Estate: Maximum Building Height – Two (2) Stories. Panels or parapets shall be permitted to extend higher to screen roof mounted mechanical equipment.

Section 5. Development Standards. The standards of Section 8 of the Lantern Commons Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

5.1 Architectural Standards: Section 8.2(B)(1) of the Lantern Commons Ordinance is hereby replaced and restated as follows for the Real Estate: The Building on the Real Estate shall be constructed in substantial compliance with the building renderings and elevations attached hereto as Exhibit C.

5.2 Parking and Loading Standards: Article 6.14(C) of the UDO shall not apply to the Real Estate.

Section 6. Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ___ DAY OF _____, 2022.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
James Edwards	James Edwards	James Edwards
_____	_____	_____
Scott Frei	Scott Frei	Scott Frei
_____	_____	_____
Jake Gilbert	Jake Gilbert	Jake Gilbert
_____	_____	_____
Mike Johns	Mike Johns	Mike Johns
_____	_____	_____
Troy Patton	Troy Patton	Troy Patton
_____	_____	_____
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
_____	_____	_____
Scott Willis	Scott Willis	Scott Willis

ATTEST:

_____

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 22-___** was delivered to the Mayor of Westfield on the ___ day of _____, 2022, at _____ ___m.

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-__**

this _____day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-__**

this _____day of _____, 2022.

_____
J. Andrew Cook, Mayor

This document prepared by: Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana 46074, (317) 773-2190.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Matthew S. Skelton.

Exhibit A

"Real Estate"

A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 3 EAST, IN HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER NORTH 00 DEGREES 06 MINUTES 40 SECONDS EAST (BASIS OF BEARING) 956.99 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 380.22 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 323.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 146.58 FEET, SAID CURVE BEING SUBTENTENDED BY A CHORD BEARING NORTH 12 DEGREES 58 MINUTES 51 SECONDS WEST AND LENGTH OF 145.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 591.22 FEET TO A CURVE HAVING A RADIUS OF 426.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 209.07 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 05 MINUTES 11 SECONDS; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 295.46 FEET TO THE SOUTHERN LINE OF WOODSIDE ESTATE SECOND SECTION AS RECORDED IN INSTRUMENT NUMBER 10835 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ALONG SAID SOUTHERN LINE NORTH 87 DEGREES 26 MINUTES 48 SECONDS EAST 465.98 FEET TO LINE THAT IS PARALLEL WITH AND 30.00 FEET DISTANT FROM THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, PARALLEL WITH SAID EAST LINE 1249.86 FEET TO THE POINT OF BEGINNING, CONTAINING 12.16 ACRES, MORE OR LESS.

<u>Exhibit B</u>

"Concept Plan"

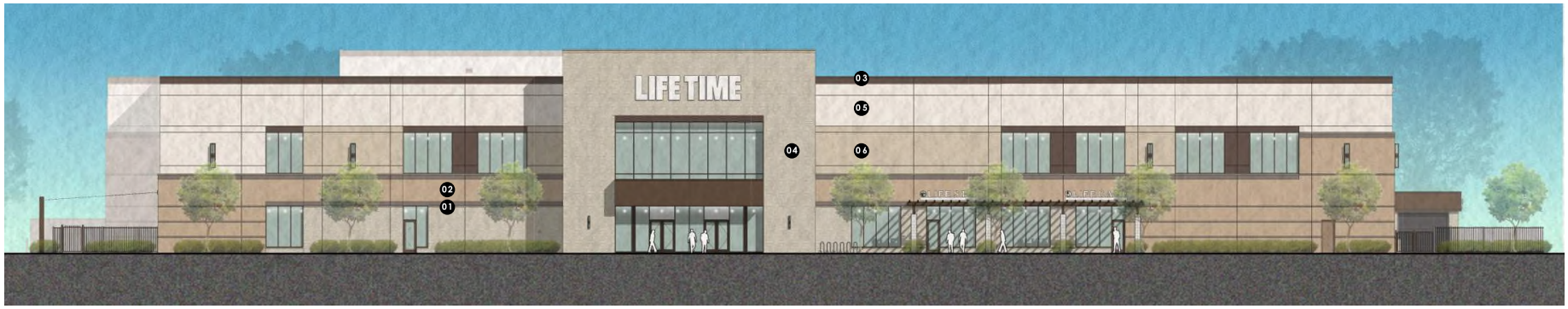
The Concept Plan appears on the following page of this exhibit.

Concept Plan

<u>Exhibit C</u>

"Building Renderings and Elevations"

The building renderings and elevations appear on the following three (3) pages of this exhibit.

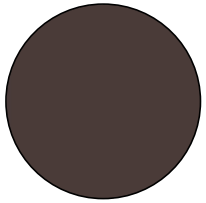


Commercial Building - West Elevation
Scale: 1" = 10'

Commercial Building - East Elevation
Scale: 1" = 10'

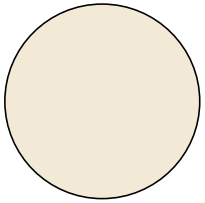
01. Accent Brick

02. Field Brick

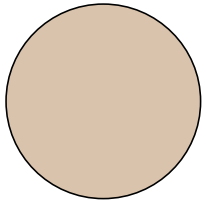


03. Metal Panel, Windows, & Coping

04. Limestone



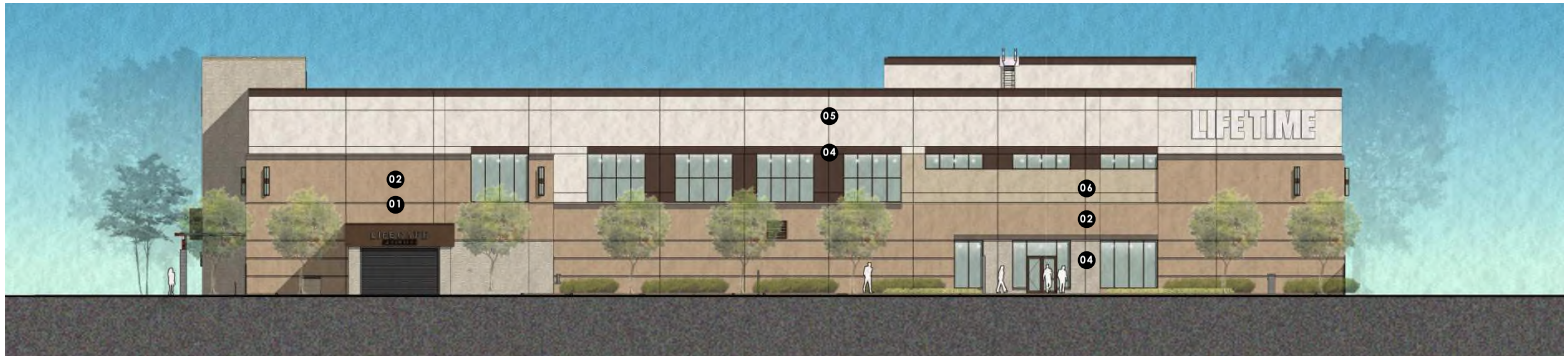
05. Fascia & Trim



06. Fascia & Trim

Concept Elevation

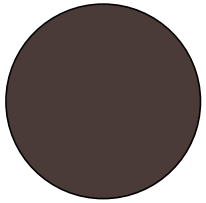
Commercial Building - North Elevation
Scale: 1" = 10'



Commercial Building - South Elevation
Scale: 1" = 10'

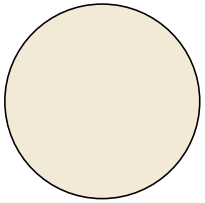
01. Accent Brick

02. Field Brick

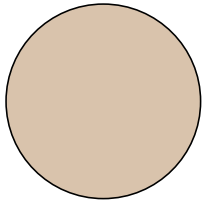


03. Metal Panel, Windows, & Coping

04. Limestone



05. Fascia & Trim

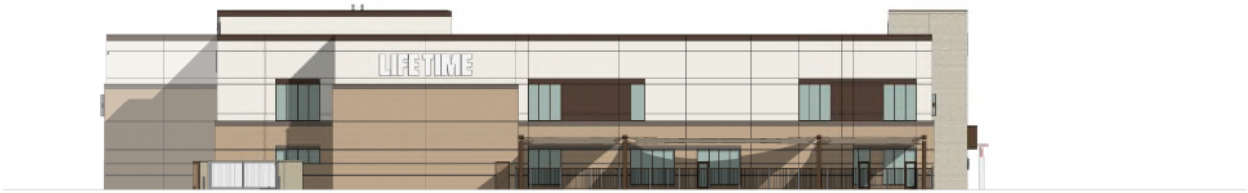


06. Fascia & Trim

Concept Elevation

4 EXTERIOR ELEVATION - SOUTH
1/16" = 1'-0"

3 EXTERIOR ELEVATION - EAST
1/16" = 1'-0"



2 EXTERIOR ELEVATION - NORTH
1/16" = 1'-0"

1 EXTERIOR ELEVATION - WEST
1/16" = 1'-0"

TEXTURED ACRYLIC FINISH
COLOR: TO MATCH
SHERWIN WILLIAMS PAINT
COLOR SW 6126

TEXTURED ACRYLIC FINISH
COLOR: TO MATCH
SHERWIN WILLIAMS PAINT
COLOR SW 6100

ACCENT BRICK
MANUFACTURER: TAYLOR
CLAY PRODUCTS INC.
COLOR: DRIFTWOOD
TEXTURE: WIRECUT

FIELD BRICK
MANUFACTURER: TAYLOR
CLAY PRODUCTS INC.
COLOR: GRAY
TEXTURE: WIRECUT

LIMESTONE
MANUFACTURER: MEZGER
ENTERPRISES INC.
COLOR: LEUDERS TEXAS
LIMESTONE

METAL PANEL / WINDOW
FRAMES / METAL COPING
MANUFACTURER: VARIES
COLOR: MEDIUM BRONZE

GLAZING
MANUFACTURER: VITRO
ARCHITECTURAL GLASS
COLOR: SOLARBAN 70XL SOLAR
CONTROL LOW E-GLASS

WESTFIELD, IN

CONCEPT EXTERIOR ELEVATIONS
JUNE 2022

LIFE TIME
HEALTHY WAY OF LIFE

Narrative Statement

Life Time – Lantern Commons PUD Amendment I

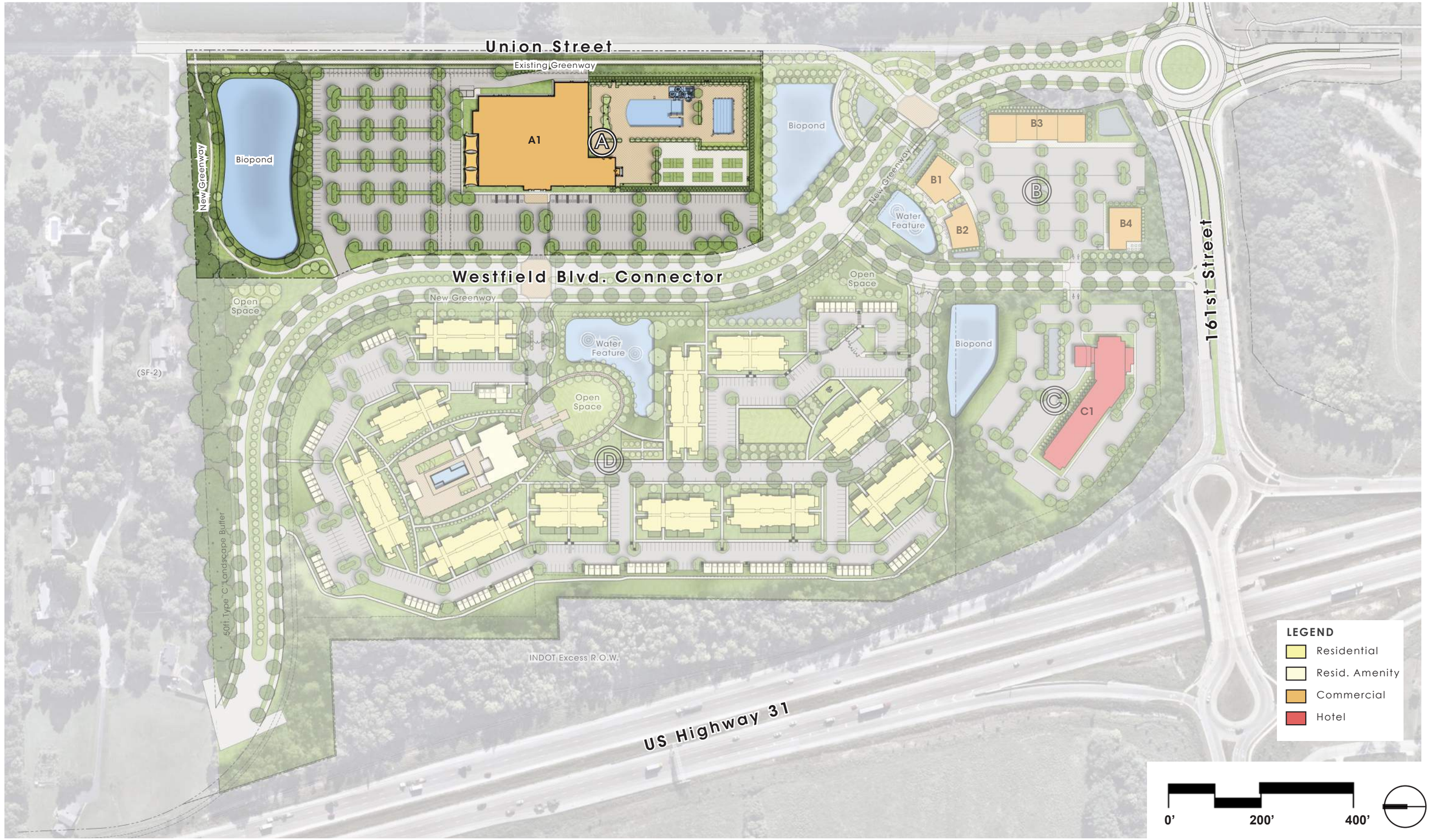
The current Lantern Commons PUD was approved in 2021, located at the northeast corner of 161st Street and U.S. 31.

Life Time is proposing to locate in the areas identified on the original Lantern Commons concept plan as Area A and Area B. The proposal includes a high-end athletic resort with a full array of exercise and recreational opportunities, health and wellness services and additional supporting elements like child care, food and beverage services, professional offices, member services, and limited retail sales related to health and fitness.

The Life Time facility includes an outdoor recreation area on the south end of the site, with a Bistro, leisure and lap pools, and pickleball courts with a perimeter landscape screen. A 1.63-acre biopond on the north end of the site will manage stormwater for the development, provide an enhanced buffer area and include a desirable link to the Natalie Wheeler Trail.

This proposal includes a revised concept plan, showing the new Life Time improvements, and incorporates building renderings and elevations specific to this proposal.

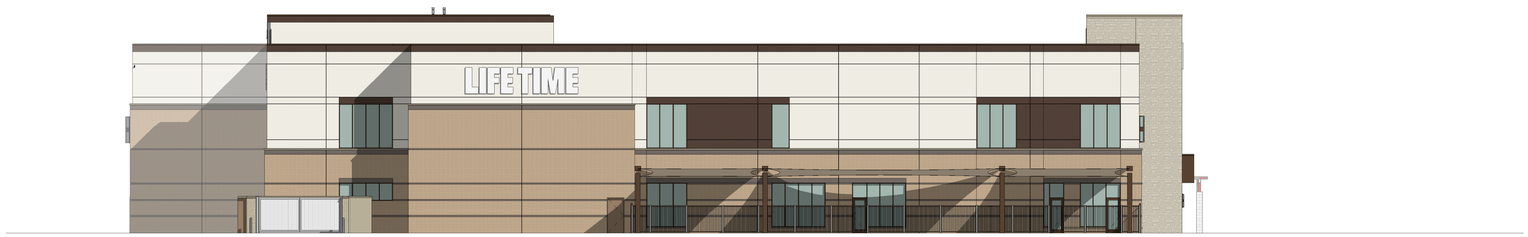
Life Time is eager to begin work on this project and looks forward working with you as we move through the approval process. Thank you for your consideration.



Concept Plan

4 EXTERIOR ELEVATION - SOUTH
1/16" = 1'-0"

3 EXTERIOR ELEVATION - EAST
1/16" = 1'-0"



2 EXTERIOR ELEVATION - NORTH
1/16" = 1'-0"

1 EXTERIOR ELEVATION - WEST
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TEXTURED ACRYLIC FINISH
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COLOR SW 6100

ACCENT BRICK
MANUFACTURER: TAYLOR
CLAY PRODUCTS INC.
COLOR: DRIFTWOOD
TEXTURE: WIRECUT

FIELD BRICK
MANUFACTURER: TAYLOR
CLAY PRODUCTS INC.
COLOR: GRAY
TEXTURE: WIRECUT

LIMESTONE
MANUFACTURER: MEZGER
ENTERPRISES INC.
COLOR: LEUDERS TEXAS
LIMESTONE

METAL PANEL / WINDOW
FRAMES / METAL COPING
MANUFACTURER: VARIES
COLOR: MEDIUM BRONZE

GLAZING
MANUFACTURER: VITRO
ARCHITECTURAL GLASS
COLOR: SOLARBAN 70XL SOLAR
CONTROL LOW E-GLASS

WESTFIELD, IN

CONCEPT EXTERIOR ELEVATIONS
JUNE 2022

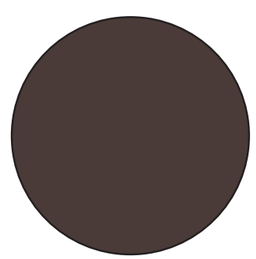
LIFETIME®
HEALTHY WAY OF LIFE

Commercial Building - West Elevation
Scale: 1" = 10'

Commercial Building - East Elevation
Scale: 1" = 10'

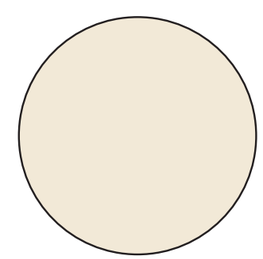
01. Accent Brick

02. Field Brick

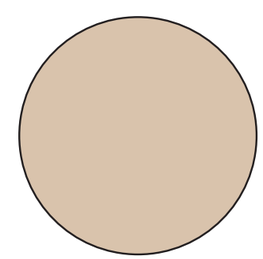


03. Metal Panel, Windows, & Coping

04. Limestone



05. Fascia & Trim



06. Fascia & Trim

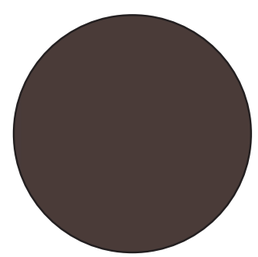
Concept Elevation

Commercial Building - North Elevation
Scale: 1" = 10'

Commercial Building - South Elevation
Scale: 1" = 10'

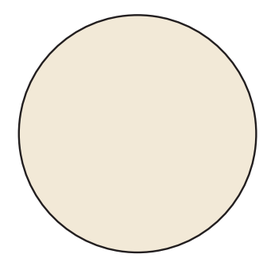
01. Accent Brick

02. Field Brick

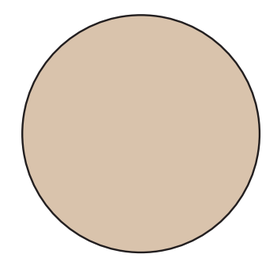


03. Metal Panel, Windows, & Coping

04. Limestone



05. Fascia & Trim



06. Fascia & Trim

Concept Elevation

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 08, 2022

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 46 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 8 day of August, 2022

Signatures of Governing Board

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

Purchase Invoice Register
City of Westfield
Report Date Range: 07/06/22..08/03/22

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Administration								
VEN000917	Humane Society for Hamilton	APP094557	7/6/2022	101001349	ADM-SERVICES	Strays	6,531.00	500000800	7/8/2022
VEN003729	Metronet	APP094617	7/6/2022	101001343	ADM-BUILDING	City Hall Alarm	60.19	73114	7/7/2022
VEN000589	Duke Energy	APP094620	7/6/2022	101001341	ADM-ELECTRICITY	Admin	11.93	73109	7/7/2022
VEN000589	Duke Energy	APP094641	7/7/2022	101001341	ADM-ELECTRICITY	Admin	246.85	73115	7/7/2022
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101001119	ADM-HEALTH/DENTAL	July Ins	6.50	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101001125	ADM-401A MATCHING	Civilian 6 month match	4,698.60	500000798	7/8/2022
VEN002336	Citizens Westfield	APP094689	7/11/2022	101001328	ADM-HEAT/GAS	Admin	138.52	73137	7/12/2022
VEN002336	Citizens Westfield	APP094713	7/11/2022	101001342	ADM-WATER/SEWER	Admin City Hall	129.51	73137	7/12/2022
VEN005574	Bose McKinney and Evans LLP	APP094744	7/12/2022	101001331	ADM-CONSULTING	May strategic comm	3,500.00		
VEN001537	Payroll	APP094912	7/19/2022	101001111	ADM-SALARY	sal	10,035.20	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101001120	ADM-FICA /MEDICARE	fica	587.56	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101001120	ADM-FICA /MEDICARE	med	137.42	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101001121	ADM-PERF	perf	1,425.00	500000803	7/19/2022
VEN000589	Duke Energy	APP095019	7/21/2022	101001341	ADM-ELECTRICITY	Electric	856.05	73203	7/21/2022
VEN008029	Liberty Mutual Insurance	APP095065	7/25/2022	101001339	ADM-INSURANCE	Installment 8	5,901.18	73204	7/25/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101001119	ADM-HEALTH/DENTAL	Aug Ins	3,113.28		
VEN001195	Krieg Devault LLP	APP095151	7/12/2022	101001330	ADM-ATTORNEY/CONSULT	Esler Properties	1,575.00		
VEN001195	Krieg Devault LLP	APP095152	7/12/2022	101001330	ADM-ATTORNEY/CONSULT	Geft Outdoor	9,512.20		
VEN001469	O W Krohn and Associates	APP095153	7/19/2022	101001331	ADM-CONSULTING	May services	3,525.00		
VEN001195	Krieg Devault LLP	APP095160	7/13/2022	101001330	ADM-ATTORNEY/CONSULT	Geft	1,955.00		
VEN010468	InfoUSA Marketing Inc	APP095162	7/20/2022	101001349	ADM-SERVICES	Data Axle license agreement	3,103.22		
VEN008526	Blaze Construction Inc	APP095167	7/15/2022	101001349	ADM-SERVICES	201 Mill roof replacement	10,920.00		
VEN000595	DWA	APP095168	7/28/2022	101001349	ADM-SERVICES	2nd quart	7,500.00		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101001119	ADM-HEALTH/DENTAL	June Clinic hrs	283.42	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101001119	ADM-HEALTH/DENTAL	August Ins	6.50	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101001119	ADM-HEALTH/DENTAL	August Ins	126.08	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101001119	ADM-HEALTH/DENTAL	August Ins	28.96	73216	8/1/2022
VEN006494	Pure Water Partners	APP095264	8/1/2022	101001224	ADM-OPERATING SUPPLIES	Water	90.00		
VEN005574	Bose McKinney and Evans LLP	APP095265	8/1/2022	101001331	ADM-CONSULTING	Strategic Comm June service	3,500.00		
VEN006494	Pure Water Partners	APP095281	8/1/2022	101001224	ADM-OPERATING SUPPLIES	CSC Water	67.50		
VEN005661	Barnes and Thornburg LLP	APP095343	8/1/2022	101001330	ADM-ATTORNEY/CONSULT	May services Condemnation	1,005.00		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Administration								
VEN005661	Barnes and Thornburg LLP	APP095344	8/1/2022	101001330	ADM-ATTORNEY/CONSULT	June services Condemnation	7,621.70		
Subtotal for Administration							**88,198.37**		
	Police								
VEN003729	Metronet	APP094616	7/6/2022	101002335	POLICE-TELEPHONE	PSB	59.07	73113	7/7/2022
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101002119	POLICE-HEALTH/DENTAL	July Ins	237.25	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101002125	POLICE-401A MATCHING	Civilian 6 month match	4,963.64	500000798	7/8/2022
VEN000163	Aul Retirement	APP094686	7/8/2022	101002125	POLICE-401A MATCHING	6 mo match police fire	99,978.00	500000799	7/8/2022
VEN002336	Citizens Westfield	APP094689	7/11/2022	101002328	POLICE-HEAT/GAS	PSB	193.76	73137	7/12/2022
VEN005845	Kinetrex Energy	APP094755	7/13/2022	101002328	POLICE-HEAT/GAS	PSB	795.02	73191	7/13/2022
VEN002336	Citizens Westfield	APP094756	7/13/2022	101002342	POLICE-WATER/SEWER	40 percent police	336.94	73190	7/13/2022
VEN001537	Payroll	APP094912	7/19/2022	101002111	POLICE-SALARY	sal	236,559.54	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101002120	POLICE-FICA/MEDICARE	fica	14,101.00	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101002120	POLICE-FICA/MEDICARE	med	3,297.80	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101002121	POLICE-PERF	perf	36,895.19	500000803	7/19/2022
VEN001965	T-Mobile	APP094965	7/20/2022	101002349	POLICE-SERVICES	Timing Advance for Investigati	25.00		
VEN000859	Hare Chevrolet	APP094966	7/20/2022	101002360	POLICE-VEHICLE REPAIR	Vehicle Repair	81.90		
VEN002116	Westfield Tire and Muffler	APP094967	7/20/2022	101002360	POLICE-VEHICLE REPAIR	Vehicle Tires	394.22		
VEN002353	Boldens Cleaners	APP094968	7/20/2022	101002229	POLICE-UNIFORMS	Dry Cleaning	723.45		
VEN005520	ChildFirst Indiana	APP094969	7/20/2022	101002334	POLICE-TRAVEL/TRAINING/	ChildFirst Training-L. Carter	450.00	73205	7/26/2022
VEN009277	Nelson and Co LLC	APP094970	7/20/2022	101002229	POLICE-UNIFORMS	Uniform Shorts-Tribbett	59.99		
VEN001629	Radar Man Inc	APP094971	7/20/2022	101002349	POLICE-SERVICES	Rader Certifications	180.00		
VEN007707	Milestones	APP094972	7/20/2022	101002347	POLICE-PROMOTIONS	Small Wonders Chest	104.72		
VEN000480	CSI Signs	APP094974	7/20/2022	101002337	POLICE-PRINTING	Jake Laird Banner	236.15		
VEN006222	SuperFleet Master Card	APP094975	7/20/2022	101002226	POLICE-VEHICLE GAS/SUPP		404.32		
VEN009277	Nelson and Co LLC	APP094976	7/20/2022	101002229	POLICE-UNIFORMS	Uniform Magazine Pouchs, K	163.88		
VEN009277	Nelson and Co LLC	APP094976	7/20/2022	101002229	POLICE-UNIFORMS	Uniforms-Swiatkowski	952.84		
VEN009277	Nelson and Co LLC	APP094976	7/20/2022	101002229	POLICE-UNIFORMS	Uniforms-Stubbs	59.44		
VEN009277	Nelson and Co LLC	APP094976	7/20/2022	101002229	POLICE-UNIFORMS	Uniforms-Larrison	274.95		
VEN000589	Duke Energy	APP095019	7/21/2022	101002341	POLICE-ELECTRICITY	Electric	8,750.33	73203	7/21/2022
VEN008029	Liberty Mutual Insurance	APP095065	7/25/2022	101002339	POLICE-INSURANCE	Installment 8	9,634.95	73204	7/25/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101002119	POLICE-HEALTH/DENTAL	Aug Ins	83,214.37		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Police								
VEN001676	Riverview Hospital	APP095177	7/29/2022	101002119	POLICE-HEALTH/DENTAL	June Clinic hrs	5,347.56	73210	7/29/2022
VEN000107	American Working Dogs	APP095178	7/29/2022	101002355	POLICE-K-9 MAINT	K9 Olympics-Kang	300.00	73212	7/29/2022
VEN000107	American Working Dogs	APP095178	7/29/2022	101002355	POLICE-K-9 MAINT	K9 Recertification-Stubbs	100.00	73212	7/29/2022
VEN000107	American Working Dogs	APP095178	7/29/2022	101002355	POLICE-K-9 MAINT	K9 Recertification-Abney	100.00	73212	7/29/2022
VEN000235	BGI FITNESS	APP095181	7/29/2022	101002472	POLICE-EQUIPMENT	Bike Team Helmets	583.92		
VEN002568	NMS Labs	APP095182	7/29/2022	101002349	POLICE-SERVICES	Synthetic Cannabinoids Blood	230.00		
VEN000478	Crown Trophy	APP095183	7/29/2022	101002347	POLICE-PROMOTIONS	Promotion Plaques	735.00		
VEN000345	Cave and Company Printing	APP095184	7/29/2022	101002337	POLICE-PRINTING	Business Cards-Promotions	717.12		
VEN001856	Sun Badge Co	APP095185	7/29/2022	101002229	POLICE-UNIFORMS	Uniform Badges	659.50		
VEN009277	Nelson and Co LLC	APP095186	7/29/2022	101002472	POLICE-EQUIPMENT	Items for Colts Camp Volunte	1,516.90		
VEN009277	Nelson and Co LLC	APP095186	7/29/2022	101002472	POLICE-EQUIPMENT	Tourniquets	62.70		
VEN009277	Nelson and Co LLC	APP095186	7/29/2022	101002472	POLICE-EQUIPMENT	Mobile Field Force Equipment	4,006.08		
VEN009277	Nelson and Co LLC	APP095187	7/29/2022	101002229	POLICE-UNIFORMS	Uniforms-Diaz	177.20		
VEN009277	Nelson and Co LLC	APP095187	7/29/2022	101002229	POLICE-UNIFORMS	Uniforms-Geghart	135.18		
VEN009277	Nelson and Co LLC	APP095187	7/29/2022	101002229	POLICE-UNIFORMS	Sew on patches/tailor-Abney	34.80		
VEN002035	US Uniform and Supply	APP095188	7/29/2022	101002229	POLICE-UNIFORMS	Uniforms-Hopkins	58.00		
VEN002035	US Uniform and Supply	APP095188	7/29/2022	101002229	POLICE-UNIFORMS	Uniforms for ILEA-Clapp	583.50		
VEN002035	US Uniform and Supply	APP095188	7/29/2022	101002229	POLICE-UNIFORMS	Uniform Namebars	94.35		
VEN001942	The Uniform House	APP095189	7/29/2022	101002229	POLICE-UNIFORMS	Sergeant Chevrons	285.00		
VEN000747	Galls	APP095190	7/29/2022	101002229	POLICE-UNIFORMS	Uniform Boots	175.56		
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101002119	POLICE-HEALTH/DENTAL	August Ins	240.50	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101002119	POLICE-HEALTH/DENTAL	August Ins	3,645.88	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101002119	POLICE-HEALTH/DENTAL	August Ins	816.32	73216	8/1/2022
VEN005581	Newton Oil Company	APP095351	8/1/2022	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded	15,586.54		
VEN005581	Newton Oil Company	APP095364	8/1/2022	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	13,867.65		
Subtotal for Police							**553,186.98**		
	Economic and Community Development								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101003119	ECD-HEALTH/DENTAL	July Ins	46.67	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101003125	ECD-401A MATCHING	Civilian 6 month match	12,131.14	500000798	7/8/2022
VEN001537	Payroll	APP094912	7/19/2022	101003111	ECD-SALARY	sal	35,615.35	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101003120	ECD-FICA/MEDICARE	fica	2,129.30	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101003120	ECD-FICA/MEDICARE	med	497.98	500000803	7/19/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Economic and Community Development								
VEN001537	Payroll	APP094912	7/19/2022	101003121	ECD-PERF	perf	5,057.39	500000803	7/19/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101003119	ECD-HEALTH/DENTAL	Aug Ins	12,513.86		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101003119	ECD-HEALTH/DENTAL	June Clinic hrs	794.24	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101003119	ECD-HEALTH/DENTAL	August Ins	46.67	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101003119	ECD-HEALTH/DENTAL	August Ins	491.64	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101003119	ECD-HEALTH/DENTAL	August Ins	139.76	73216	8/1/2022
VEN002123	Westfield-Washington Schools	APP095411	8/2/2022	101003223	ECD-OFFICE SUPPLIES	Paper	38.49		
	Subtotal for Economic and Community Development						**69,502.49**		
	Parks								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101005119	PARKS-HEALTH/DENTAL	July Ins	13.00	73116	7/7/2022
VEN009810	Kayla Arnold	APP094670	7/8/2022	101005347	PARKS-PROMOTION	Event Supplies First Aid	201.49	73154	7/12/2022
VEN009810	Kayla Arnold	APP094670	7/8/2022	101005347	PARKS-PROMOTION	Event Supplies First Aid	7.99	73154	7/12/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101005125	PARKS-401A MATCHING	Civilian 6 month match	2,152.24	500000798	7/8/2022
VEN001716	Runyon Equipment Rental	APP094738	7/12/2022	101005347	PARKS-PROMOTION	WR4	11,186.70		
VEN009450	WTTS FM	APP094805	7/13/2022	101005349	PARKS-SERVICES	WR4	1,600.00		
VEN006904	ACME Event Productions	APP094864	7/18/2022	101005347	PARKS-PROMOTION	WR4	16,575.00		
VEN001537	Payroll	APP094912	7/19/2022	101005111	PARKS-SALARY	sal	11,785.89	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101005120	PARKS-FICA/MEDICARE	fica	704.49	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101005120	PARKS-FICA/MEDICARE	med	164.76	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101005121	PARKS-PERF	perf	1,525.93	500000803	7/19/2022
VEN002613	Ermco Inc	APP094929	7/19/2022	101005347	PARKS-PROMOTION	WR4	14,604.00		
VEN000942	Imagery LLC	APP095010	7/21/2022	101005347	PARKS-PROMOTION	Shirts and visors	335.34		
VEN002020	United Healthcare	APP095077	7/25/2022	101005119	PARKS-HEALTH/DENTAL	Aug Ins	3,716.42		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101005119	PARKS-HEALTH/DENTAL	June Clinic hrs	235.90	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101005119	PARKS-HEALTH/DENTAL	August Ins	13.00	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101005119	PARKS-HEALTH/DENTAL	August Ins	212.64	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101005119	PARKS-HEALTH/DENTAL	August Ins	41.76	73216	8/1/2022
VEN000832	Hamilton Co Leadership Academy	APP095365	8/1/2022	101005334	PARKS-TRAVEL/TRAINING/S	HCLA 2023 class	1,750.00		
VEN000485	Current Publishing	APP095366	8/1/2022	101005349	PARKS-SERVICES	Display Ad	377.00		
VEN004831	Kiwanis Club of Westfield	APP095368	8/1/2022	101005334	PARKS-TRAVEL/TRAINING/S	International member	155.00		
VEN007389	Ballet Mosaicos Inc	APP095369	8/1/2022	101005347	PARKS-PROMOTION	Cuisine Connect Culture	500.00		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Parks								
VEN009610	Ronne Stone	APP095370	8/1/2022	101005347	PARKS-PROMOTION	Cuisine Connect Culture	2,500.00		
VEN006908	Japan America Society of IN	APP095371	8/1/2022	101005347	PARKS-PROMOTION	Cuisine Connect Culture	500.00		
VEN010503	Kyle Culmann	APP095372	8/1/2022	101005347	PARKS-PROMOTION	Cuisine Connect Culture	150.00		
VEN010132	The T A G Art Company	APP095373	8/1/2022	101005347	PARKS-PROMOTION	Cuisine Connect Culture even	4,720.00		
VEN010504	Indianapolis Ceili Band	APP095418	8/2/2022	101005347	PARKS-PROMOTION	Cuisine Connect Culture	650.00		
VEN010505	Robert Klemen	APP095419	8/2/2022	101005347	PARKS-PROMOTION	Cuisine Connect Culture	400.00		
Subtotal for Parks							**76,778.55**		
	Economic Dev								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101006119	ECONOMIC DEV-HEALTH/D	July Ins	3.25	73116	7/7/2022
VEN001537	Payroll	APP094912	7/19/2022	101006111	ECONOMIC DEV-SALARY	sal	3,502.00	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101006120	ECONOMIC DEV-FICA/MEDI	fica	216.90	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101006120	ECONOMIC DEV-FICA/MEDI	med	50.73	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101006121	ECONOMIC DEV-PERF	perf	497.28	500000803	7/19/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101006119	ECONOMIC DEV-HEALTH/D	Aug Ins	631.11		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101006119	ECONOMIC DEV-HEALTH/D	June Clinic hrs	39.03	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101006119	ECONOMIC DEV-HEALTH/D	August Ins	3.25	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101006119	ECONOMIC DEV-HEALTH/D	August Ins	20.86	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101006119	ECONOMIC DEV-HEALTH/D	August Ins	6.40	73216	8/1/2022
Subtotal for Economic Dev							**4,970.81**		
	Informatics								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101007119	IT-HEALTH/DENTAL	July Ins	19.50	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101007125	IT-401A MATCHING	Civilian 6 month match	4,736.09	500000798	7/8/2022
VEN005146	Konica Minolta Business	APP094740	7/12/2022	101007337	IT-PRINTING	Click charges	217.16		
VEN005134	Lifeline Data Centers	APP094742	7/12/2022	101007349	IT-SERVICES	July services	778.50		
VEN005146	Konica Minolta Business	APP094743	7/12/2022	101007337	IT-PRINTING	Click charges	36.30		
VEN001537	Payroll	APP094912	7/19/2022	101007111	IT-SALARY	sal	17,473.56	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101007120	IT-FICA/MEDICARE	fica	1,019.73	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101007120	IT-FICA/MEDICARE	med	238.49	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101007121	IT-PERF	perf	2,481.25	500000803	7/19/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101007119	IT-HEALTH/DENTAL	Aug Ins	6,820.96		
VEN002050	Verizon Wireless	APP095109	7/26/2022	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and air cards	7,117.21	73206	7/26/2022
VEN006678	Amazon Capital Services	APP095115	7/25/2022	101007451	IT-COMPUTER/EQUIP	Colts fiber patch cables	136.93		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Informatics								
VEN005272	SHI International	APP095117	7/14/2022	101007389	IT-SOFTWARE LICENSING	Bluebeam software	923.02		
VEN005135	FP Mailing Solutions	APP095118	7/13/2022	101007333	IT-POSTAGE	Postage Meter	790.20		
VEN007202	TopoWorks	APP095119	7/12/2022	101007331	IT-CONSULTING	GIS services	1,100.00		
VEN004591	Virtusa Corporation	APP095120	7/27/2022	101007349	IT-SERVICES	July services	789.00		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101007119	IT-HEALTH/DENTAL	June Clinic hrs	436.15	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101007119	IT-HEALTH/DENTAL	August Ins	19.50	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101007119	IT-HEALTH/DENTAL	August Ins	269.80	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101007119	IT-HEALTH/DENTAL	August Ins	70.72	73216	8/1/2022
VEN006678	Amazon Capital Services	APP095326	8/1/2022	101007451	IT-COMPUTER/EQUIP	Spare Network switches	4,823.67		
VEN009256	Leane Hieber	APP095328	8/1/2022	101007334	IT-TRAVEL/TRAINING/SEMIN	ESRI conference travel to airp	85.00		
VEN005146	Konica Minolta Business	APP095330	8/1/2022	101007337	IT-PRINTING	Click charges	1,422.17		
VEN010130	ITSavvy LLC	APP095331	8/1/2022	101007389	IT-SOFTWARE LICENSING	Veeam	8,608.50		
VEN000697	Finley and Cook	APP095333	8/1/2022	101007389	IT-SOFTWARE LICENSING	Annual Support	15,000.00		
VEN007897	Konica Minolta Prem Fin 2	APP095334	8/1/2022	101007337	IT-PRINTING	Copy machine rental Sta 82 a	77.70		
VEN009607	Johnathan Meier	APP095424	8/3/2022	101007331	IT-CONSULTING	GIS Consulting	405.00		
VEN000697	Finley and Cook	APP095426	8/3/2022	101007389	IT-SOFTWARE LICENSING	Serenic Maint and Enhancem	18,632.80		
	Subtotal for Informatics						**94,528.91**		
	Clerk Treasurer								
VEN004595	Marla Ailor	APP094561	7/6/2022	101008224	CT-OPERATING SUPPLIES	Desk and cabinet	674.09	73103	7/6/2022
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101008119	CT-HEALTH/DENTAL	July Ins	17.42	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101008125	CT-401A MATCHING	Civilian 6 month match	6,170.97	500000798	7/8/2022
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	55,316.64	500000796	7/8/2022
VEN004297	ADP-Payroll	APP094720	7/12/2022	101008331	CT-CONSULTING	June Services	8,791.80	500000802	7/12/2022
VEN001469	O W Krohn and Associates	APP094863	7/18/2022	101008331	CT-CONSULTING	June services	825.00		
VEN001940	The Times	APP094883	7/18/2022	101008338	CT-LEGAL NOTICES	Addl Appropriation	32.24		
VEN000837	Hamilton County Auditor Courthouse	APP094907	7/19/2022	101008338	CT-LEGAL NOTICES	annexation	20.00	73193	7/19/2022
VEN000847	Hamilton County Recorder	APP094908	7/19/2022	101008338	CT-LEGAL NOTICES	annex and ordinances	150.00	73192	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101008111	CT-SALARY	sal	19,110.15	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101008120	CT-FICA/MEDICARE	fica	1,119.21	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101008120	CT-FICA/MEDICARE	med	261.71	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101008121	CT-PERF	perf	2,138.22	500000803	7/19/2022
VEN001826	Staples	APP094921	7/19/2022	101008223	CT-OFFICE SUPPLIES	Office supplies	80.85		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Clerk Treasurer								
VEN009726	Veracity IIR	APP094992	7/20/2022	101008331	CT-CONSULTING	July services	6,075.00		
VEN007097	Webster and Garino LLC	APP094993	7/20/2022	101008330	CT-LEGAL CONSULTING	June Retainer	4,000.00		
VEN007097	Webster and Garino LLC	APP094993	7/20/2022	101008330	CT-LEGAL CONSULTING	July Retainer	4,000.00		
VEN007097	Webster and Garino LLC	APP094994	7/20/2022	101008330	CT-LEGAL CONSULTING	IT issues	3,576.00		
VEN007097	Webster and Garino LLC	APP094995	7/20/2022	101008330	CT-LEGAL CONSULTING	Declaratory Action Lawsuit 4	751.50		
VEN007097	Webster and Garino LLC	APP094995	7/20/2022	101008330	CT-LEGAL CONSULTING	Mayors Lawsuit 3	1,005.00		
VEN002020	United Healthcare	APP095077	7/25/2022	101008119	CT-HEALTH/DENTAL	Aug Ins	4,586.21		
VEN001469	O W Krohn and Associates	APP095153	7/19/2022	101008331	CT-CONSULTING	May services	1,931.25		
VEN005897	Hamilton County Reporter	APP095163	7/25/2022	101008338	CT-LEGAL NOTICES	Addl Appropriation	32.67		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101008119	CT-HEALTH/DENTAL	June Clinic hrs	298.69	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101008119	CT-HEALTH/DENTAL	August Ins	17.42	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101008119	CT-HEALTH/DENTAL	August Ins	220.74	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101008119	CT-HEALTH/DENTAL	August Ins	70.72	73216	8/1/2022
VEN000140	APT US&C	APP095262	8/1/2022	101008350	CT-SUBSCRIPTIONS/DUES/	Membership renewal	199.00		
VEN000847	Hamilton County Recorder	APP095336	7/31/2022	101008338	CT-LEGAL NOTICES	ordinance	75.00		
VEN000267	Boyce Forms/systems	APP095342	8/1/2022	101008337	CT-PRINTING	Yellow and White claim sheet	325.89		
VEN002123	Westfield-Washington Schools	APP095411	8/2/2022	101008223	CT-OFFICE SUPPLIES	Paper	76.98		
Subtotal for Clerk Treasurer							**121,950.37**		
	Mayor								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101009119	MAYOR-HEALTH/DENTAL	July Ins	1.69	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101009125	MAYOR-401A MATCHING	Civilian 6 month match	1,594.35	500000798	7/8/2022
VEN001537	Payroll	APP094912	7/19/2022	101009111	MAYOR-SALARY	sal	4,758.57	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101009120	MAYOR- FICA/MEDICARE	fica	286.06	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101009120	MAYOR- FICA/MEDICARE	med	66.89	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101009121	MAYOR-PERF	perf	675.72	500000803	7/19/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101009119	MAYOR-HEALTH/DENTAL	Aug Ins	1,381.46		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101009119	MAYOR-HEALTH/DENTAL	June Clinic hrs	89.95	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101009119	MAYOR-HEALTH/DENTAL	August Ins	1.69	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101009119	MAYOR-HEALTH/DENTAL	August Ins	40.62	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101009119	MAYOR-HEALTH/DENTAL	August Ins	14.48	73216	8/1/2022
VEN002011	U S 31 Coalition	APP095345	8/1/2022	101009347	MAYOR-PROMOTIONS	2022 Support to US 31 Coaliti	1,000.00		
Subtotal for Mayor							**9,911.48**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Public Works								
VEN002336	Citizens Westfield	APP094615	7/6/2022	101013342	PW-WATER/SEWER	PW	454.07	73104	7/7/2022
VEN000589	Duke Energy	APP094619	7/6/2022	101013341	PW-ELECTRIC	PW	3,392.42	73108	7/7/2022
VEN002336	Citizens Westfield	APP094621	7/6/2022	101013342	PW-WATER/SEWER	PW	701.15	73105	7/7/2022
VEN000589	Duke Energy	APP094622	7/6/2022	101013341	PW-ELECTRIC	PW	144.42	73110	7/7/2022
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101013119	PW-HEALTH AND DENTAL	July Ins	81.25	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101013125	PW-401A MATCHING	Civilian 6 month match	11,552.05	500000798	7/8/2022
VEN002336	Citizens Westfield	APP094689	7/11/2022	101013328	PW-HEAT/GAS	CSC	121.86	73137	7/12/2022
VEN002336	Citizens Westfield	APP094693	7/11/2022	101013328	PW-HEAT/GAS	201 Mill St	12.00	73137	7/12/2022
VEN002336	Citizens Westfield	APP094693	7/11/2022	101013342	PW-WATER/SEWER	201 Mill St	80.70	73137	7/12/2022
VEN002336	Citizens Westfield	APP094693	7/11/2022	101013342	PW-WATER/SEWER	204 Mill St Bldg R	357.18	73137	7/12/2022
VEN002336	Citizens Westfield	APP094708	7/11/2022	101013328	PW-HEAT/GAS	PW 225 Union	37.00	73137	7/12/2022
VEN002336	Citizens Westfield	APP094709	7/11/2022	101013342	PW-WATER/SEWER	PW	1,264.12	73137	7/12/2022
VEN002336	Citizens Westfield	APP094710	7/11/2022	101013342	PW-WATER/SEWER	CSC	987.88	73137	7/12/2022
VEN000589	Duke Energy	APP094711	7/11/2022	101013341	PW-ELECTRIC	PW	41.00	73141	7/12/2022
VEN005845	Kinetrex Energy	APP094755	7/13/2022	101013328	PW-HEAT/GAS	CSC	820.39	73191	7/13/2022
VEN002336	Citizens Westfield	APP094878	7/18/2022	101013342	PW-WATER/SEWER	PW GRJN	1,970.76	73196	7/18/2022
VEN000589	Duke Energy	APP094881	7/18/2022	101013341	PW-ELECTRIC	PW	66.41	73198	7/18/2022
VEN001537	Payroll	APP094912	7/19/2022	101013111	PW-SALARY	sal	55,231.43	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101013120	PW-FICA/MEDICARE	fica	3,274.63	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101013120	PW-FICA/MEDICARE	med	765.89	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101013121	PW-PERF	perf	8,555.92	500000803	7/19/2022
VEN000589	Duke Energy	APP094913	7/19/2022	101013341	PW-ELECTRIC	Electric	3,690.73	73199	7/19/2022
VEN000589	Duke Energy	APP094913	7/19/2022	101013341	PW-ELECTRIC	Electric	256.43	73199	7/19/2022
VEN000589	Duke Energy	APP095019	7/21/2022	101013341	PW-ELECTRIC	Electric	177.52	73203	7/21/2022
VEN000589	Duke Energy	APP095019	7/21/2022	101013341	PW-ELECTRIC	Electric	658.86	73203	7/21/2022
VEN008029	Liberty Mutual Insurance	APP095065	7/25/2022	101013339	PW-INSURANCE	Installment 8	5,157.73	73204	7/25/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101013119	PW-HEALTH AND DENTAL	Aug Ins	24,461.94		
VEN000589	Duke Energy	APP095164	7/28/2022	101013341	PW-ELECTRIC	PW	90.95	73209	7/28/2022
VEN002336	Citizens Westfield	APP095165	7/28/2022	101013342	PW-WATER/SEWER	GRJN water	487.49	73208	7/28/2022
VEN001676	Riverview Hospital	APP095177	7/29/2022	101013119	PW-HEALTH AND DENTAL	June Clinic hrs	1,554.54	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101013119	PW-HEALTH AND DENTAL	August Ins	87.75	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101013119	PW-HEALTH AND DENTAL	August Ins	1,087.84	73214	8/1/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Public Works								
VEN010036	VSP Insurance	APP095257	8/1/2022	101013119	PW-HEALTH AND DENTAL	August Ins	237.76	73216	8/1/2022
VEN005709	Service Sanitation Inc	APP095263	8/1/2022	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	144.25		
VEN005709	Service Sanitation Inc	APP095263	8/1/2022	101013349	PW-CONTRACTUAL SERVIC	166th St	122.62		
VEN006494	Pure Water Partners	APP095264	8/1/2022	101013224	PW-OPERATING SUPPLIES	Water	90.00		
VEN000402	Cintas	APP095268	8/1/2022	101013229	PW-UNIFORMS	Uniforms	67.60		
VEN000402	Cintas	APP095269	8/1/2022	101013229	PW-UNIFORMS	Uniforms	67.60		
VEN000402	Cintas	APP095270	8/1/2022	101013229	PW-UNIFORMS	Uniforms	67.60		
VEN006494	Pure Water Partners	APP095281	8/1/2022	101013224	PW-OPERATING SUPPLIES	CSC Water	67.50		
VEN005709	Service Sanitation Inc	APP095282	8/1/2022	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	144.25		
VEN005709	Service Sanitation Inc	APP095282	8/1/2022	101013349	PW-CONTRACTUAL SERVIC	166th St	122.62		
VEN000517	Daystar Directional Drilling	APP095285	8/1/2022	101013345	PW-EQUIP REPAIR	Park St	815.32		
VEN008377	Commercial Recreation Group LLC	APP095287	8/1/2022	101013345	PW-EQUIP REPAIR	Memorial Bench	2,982.50		
VEN002336	Citizens Westfield	APP095289	8/1/2022	101013342	PW-WATER/SEWER	204 Mill St GRJN	213.59	73217	8/1/2022
VEN009542	H and N Outdoor Services LLC	APP095290	8/1/2022	101013345	PW-EQUIP REPAIR	Grand Junction repair	424.78		
VEN000833	Hamilton Co Superior Court	APP095337	8/1/2022	101013433	PW-INFRAST REPAIR	Hunt	27,600.00		
VEN002139	Williams Creek Management	APP095346	8/1/2022	101013349	PW-CONTRACTUAL SERVIC	Specialty Landscape Maint 20	17,930.00		
VEN009542	H and N Outdoor Services LLC	APP095354	8/1/2022	101013345	PW-EQUIP REPAIR	191st and Tomlison irrigation	357.92		
VEN010417	ISF Sign Specialists	APP095356	8/1/2022	101013345	PW-EQUIP REPAIR	Sign repair	1,643.68		
VEN002139	Williams Creek Management	APP095363	8/1/2022	101013349	PW-CONTRACTUAL SERVIC	GRJN corridor maint 1 of 4	1,950.00		
VEN000060	Agency One Security Group	APP095412	8/2/2022	101013343	PW-BLDG MAINT	Door handle repair	540.00		
VEN005403	BrightView Landscapes LLC	APP095413	8/1/2022	101013349	PW-CONTRACTUAL SERVIC	Multiple Sites COW	51,798.00		
VEN005403	BrightView Landscapes LLC	APP095415	8/2/2022	101013349	PW-CONTRACTUAL SERVIC	Freedom Trail	91.44		
Subtotal for Public Works							**235,103.34**		
	Communications								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101020119	COMM-HEALTH/DENTAL	July Ins	9.75	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101020125	COMM-401A MATCHING	Civilian 6 month match	2,842.41	500000798	7/8/2022
VEN001537	Payroll	APP094912	7/19/2022	101020111	COMM-SALARY	sal	7,838.12	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101020120	COMM-FICA/MEDICARE	fica	482.93	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101020120	COMM-FICA/MEDICARE	med	112.94	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101020121	COMM-PERF	perf	1,113.02	500000803	7/19/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101020119	COMM-HEALTH/DENTAL	Aug Ins	1,280.97		
VEN010470	Cision US Inc	APP095080	7/25/2022	101020350	COMM-DUES MEMBERSHIP	Media Monitoring service	8,960.01		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Communications								
VEN001676	Riverview Hospital	APP095177	7/29/2022	101020119	COMM-HEALTH/DENTAL	June Clinic hrs	78.07	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101020119	COMM-HEALTH/DENTAL	August Ins	9.75	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101020119	COMM-HEALTH/DENTAL	August Ins	41.72	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101020119	COMM-HEALTH/DENTAL	August Ins	12.80	73216	8/1/2022
	Subtotal for Communications						**22,782.49**		
	Customer Service								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101021119	CUSTOMER SERV-HEALTH/	July Ins	16.25	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101021125	CUSTOMER SERV-401A MA	Civilian 6 month match	1,146.70	500000798	7/8/2022
VEN001537	Payroll	APP094912	7/19/2022	101021111	CUSTOMER SERV-SALARY	sal	6,920.14	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101021120	CUSTOMER SERV- FICA/ME	fica	411.30	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101021120	CUSTOMER SERV- FICA/ME	med	96.20	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101021121	CUSTOMER SERV- PERF	perf	893.58	500000803	7/19/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101021119	CUSTOMER SERV-HEALTH/	Aug Ins	2,561.74		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101021119	CUSTOMER SERV-HEALTH/	June Clinic hrs	166.32	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101021119	CUSTOMER SERV-HEALTH/	August Ins	9.75	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101021119	CUSTOMER SERV-HEALTH/	August Ins	142.62	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101021119	CUSTOMER SERV-HEALTH/	August Ins	28.96	73216	8/1/2022
	Subtotal for Customer Service						**12,393.56**		
	Human Resources								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	101022119	HR-HEALTH/DENTAL	July Ins	6.50	73116	7/7/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	101022125	HR-401A MATCHING	Civilian 6 month match	2,452.41	500000798	7/8/2022
VEN001537	Payroll	APP094912	7/19/2022	101022111	HR -SALARY	sal	6,078.00	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101022120	HR-FICA/MEDICARE	fica	363.06	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101022120	HR-FICA/MEDICARE	med	84.91	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	101022121	HR PERF	perf	863.08	500000803	7/19/2022
VEN002020	United Healthcare	APP095077	7/25/2022	101022119	HR-HEALTH/DENTAL	Aug Ins	2,588.22		
VEN001676	Riverview Hospital	APP095177	7/29/2022	101022119	HR-HEALTH/DENTAL	June Clinic hrs	168.01	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	101022119	HR-HEALTH/DENTAL	August Ins	6.50	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	101022119	HR-HEALTH/DENTAL	August Ins	106.32	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	101022119	HR-HEALTH/DENTAL	August Ins	28.96	73216	8/1/2022
	Subtotal for Human Resources						**12,745.97**		
Subtotal for Fund 101 General							**1,302,053.32**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
111	**Food and Beverage Tax**								
	Grand Park								
VEN004873	Siteone Landscape Supply	APP095208	7/29/2022	111015472	FOOD/BEV GP-EQUIP	Colts	254.25		
	Subtotal for Grand Park						**254.25**		
	Sport Campus Indoor Event Ctr								
VEN006493	LST Marketing LLC	APP094798	7/13/2022	111023349	FOOD/BEV GP INDOOR-CO	CTC22 Matrax Mobilization	13,220.98		
VEN000480	CSI Signs	APP095197	7/29/2022	111023224	FOOD/BEV GP INDOOR-OPE	Update TC logo sticker for par	548.06		
VEN000480	CSI Signs	APP095197	7/29/2022	111023224	FOOD/BEV GP INDOOR-OPE	Parking Signs	270.84		
VEN007716	United Rentals	APP095198	7/29/2022	111023224	FOOD/BEV GP INDOOR-OPE	Lot D Fence	6,256.48		
VEN009985	Team IP Inc	APP095207	7/29/2022	111023224	FOOD/BEV GP INDOOR-OPE	GP team shirts	557.56		
VEN000942	Imagery LLC	APP095213	7/29/2022	111023224	FOOD/BEV GP INDOOR-OPE	WW team shirts	202.00		
	Subtotal for Sport Campus Indoor Event Ctr						**21,055.92**		
Subtotal for Fund 111 Food and Beverage Tax							**21,310.17**		
Fund No.	**Fund Name**								
176	**ARP2021-Covid Recovery**								
	City Council								
VEN005661	Barnes and Thornburg LLP	APP095266	8/1/2022	176010330	ARP2021-COUNCIL LEGAL	May retainer	3,000.00		
	Subtotal for City Council						**3,000.00**		
Subtotal for Fund 176 ARP2021-Covid Recovery							**3,000.00**		
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	6,693.69	500000796	7/8/2022
	Subtotal for Clerk Treasurer						**6,693.69**		
	Public Works								
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	201013119	MVH-HEALTH/DENTAL	July Ins	9.75	73116	7/7/2022
VEN001537	Payroll	APP094912	7/19/2022	201013111	MVH-SALARY	sal	8,147.38	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	201013120	MVH-FICA/MEDICARE	fica	474.60	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	201013120	MVH-FICA/MEDICARE	med	110.99	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	201013121	MVH-PERF	perf	1,156.93	500000803	7/19/2022
VEN000589	Duke Energy	APP094913	7/19/2022	201013341	MVH-ELECTRIC	Electric	2,196.35	73199	7/19/2022
VEN000589	Duke Energy	APP095019	7/21/2022	201013341	MVH-ELECTRIC	Electric	643.04	73203	7/21/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
VEN002020	United Healthcare	APP095077	7/25/2022	201013119	MVH-HEALTH/DENTAL	Aug Ins	3,862.14		
VEN001676	Riverview Hospital	APP095177	7/29/2022	201013119	MVH-HEALTH/DENTAL	June Clinic hrs	212.14	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	201013119	MVH-HEALTH/DENTAL	August Ins	9.75	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	201013119	MVH-HEALTH/DENTAL	August Ins	191.78	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	201013119	MVH-HEALTH/DENTAL	August Ins	35.36	73216	8/1/2022
VEN006426	DISA Inc	APP095267	8/1/2022	201013349	MVH-CONTRACTUAL SERV	Drug testing	46.25		
VEN005851	Hare Auto Group	APP095271	8/1/2022	201013345	MVH-EQUIP REPAIR	Tire for Street Sweeper	1,316.88		
VEN009426	Best One of Tipton	APP095272	8/1/2022	201013345	MVH-EQUIP REPAIR	Tire repair street sweeper	390.25		
VEN000975	Indiana Oxygen Company	APP095273	8/1/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Aly Mix and Oxy	61.50		
VEN001676	Riverview Hospital	APP095276	8/1/2022	201013349	MVH-CONTRACTUAL SERV	Physical	85.00		
VEN001304	Martin Marietta Materials	APP095278	8/1/2022	201013232	MVH-STONE	Stone	505.09		
VEN006426	DISA Inc	APP095279	8/1/2022	201013349	MVH-CONTRACTUAL SERV	Drug testing	122.00		
VEN007207	Car X Tire and Auto	APP095284	8/1/2022	201013360	MVH-VEHICLE REPAIR	Oil changes	149.97		
VEN006285	Ceres Solutions Cooperative	APP095286	8/1/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	944.55		
VEN007353	Reliable Transmission Serv Midwest	APP095347	8/1/2022	201013345	MVH-EQUIP REPAIR	Repairs to 1791	942.87		
VEN009767	General Truck Sales	APP095348	8/1/2022	201013345	MVH-EQUIP REPAIR	2018 Western Star repair	590.70		
VEN009767	General Truck Sales	APP095348	8/1/2022	201013345	MVH-EQUIP REPAIR	2018 Western Star repair	2,169.91		
VEN001384	Milestone Contractors LP	APP095349	8/1/2022	201013231	MVH-SUBGRADE MATERIAL	Surface	544.00		
VEN005581	Newton Oil Company	APP095351	8/1/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded	12,750.92		
VEN006285	Ceres Solutions Cooperative	APP095355	8/1/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	1,613.76		
VEN001504	Paddacks Wrecker Service	APP095362	8/1/2022	201013345	MVH-EQUIP REPAIR	Kenworth	525.00		
VEN005581	Newton Oil Company	APP095364	8/1/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	11,327.18		
VEN009426	Best One of Tipton	APP095414	8/2/2022	201013345	MVH-EQUIP REPAIR	Tire repair	125.00		
	Subtotal for Public Works						**51,261.04**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							**57,954.73**		
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	6,957.37	500000796	7/8/2022
	Subtotal for Clerk Treasurer						**6,957.37**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Public Works								
VEN000921	Huston Electric	APP095275	8/1/2022	202013349	LRS-SERVICES	Signal Maint	405.00		
VEN001778	Shelby Materials	APP095277	8/1/2022	202013432	LRS-SIDEWALK	Grout mix	783.00		
VEN001778	Shelby Materials	APP095277	8/1/2022	202013432	LRS-SIDEWALK	Stone	588.00		
VEN004182	The Hoosier Co	APP095350	8/1/2022	202013228	LRS-SIGNS AND POSTS	Square Posts	14,450.00		
VEN001778	Shelby Materials	APP095353	8/1/2022	202013432	LRS-SIDEWALK	Sidewalk repair	459.00		
VEN000480	CSI Signs	APP095359	8/1/2022	202013228	LRS-SIGNS AND POSTS	Monon Trail sign	1,475.59		
	Subtotal for Public Works						**18,160.59**		
Subtotal for Fund 202 Local Road and Street (LRS)							**25,117.96**		
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	9,311.79	500000796	7/8/2022
	Subtotal for Clerk Treasurer						**9,311.79**		
	Fire								
VEN003729	Metronet	APP094616	7/6/2022	203012343	FIRE-BUILDING MAINTENAN	PSB	59.06	73113	7/7/2022
VEN002336	Citizens Westfield	APP094623	7/6/2022	203012342	FIRE-WATER/SEWER	Sta 82	249.86	73106	7/7/2022
VEN004479	Symetra Life Insurance	APP094657	7/7/2022	203012119	FIRE-HEALTH/DENTAL	July Ins	260.00	73116	7/7/2022
VEN004836	Nationwide Retirement Solutions	APP094684	7/8/2022	203012125	FIRE-401A MATCHING	6 month match	5,108.19	73117	7/8/2022
VEN000163	Aul Retirement	APP094685	7/8/2022	203012125	FIRE-401A MATCHING	Civilian 6 month match	975.15	500000798	7/8/2022
VEN000163	Aul Retirement	APP094686	7/8/2022	203012125	FIRE-401A MATCHING	6 mo match police fire	42,748.73	500000799	7/8/2022
VEN002336	Citizens Westfield	APP094689	7/11/2022	203012328	FIRE-GAS/HEAT	PSB	193.76	73137	7/12/2022
VEN002336	Citizens Westfield	APP094692	7/11/2022	203012328	FIRE-GAS/HEAT	Sta 83	89.43	73137	7/12/2022
VEN002336	Citizens Westfield	APP094712	7/11/2022	203012342	FIRE-WATER/SEWER	Sta 83	504.88	73137	7/12/2022
VEN001504	Paddacks Wrecker Service	APP094747	7/12/2022	203012360	FIRE-VEHICLE MAINT	tow ambulance	990.00		
VEN003418	International Assoc of Arson Investigator	APP094748	7/12/2022	203012334	FIRE-TRAVEL/TRAINING/SE	Fire Investigation Conference	450.00	73218	8/2/2022
VEN005845	Kinetrex Energy	APP094755	7/13/2022	203012328	FIRE-GAS/HEAT	PSB	795.01	73191	7/13/2022
VEN005845	Kinetrex Energy	APP094755	7/13/2022	203012328	FIRE-GAS/HEAT	Sta 83	191.10	73191	7/13/2022
VEN002336	Citizens Westfield	APP094756	7/13/2022	203012342	FIRE-WATER/SEWER	60 percent fire	505.42	73190	7/13/2022
VEN002425	AFC International Inc	APP094829	7/15/2022	203012242	FIRE-HAZMAT	sensors	813.23		
VEN002148	Witmer Public Safety Group	APP094830	7/15/2022	203012229	FIRE-UNIFORMS	gloves	371.88		
VEN002148	Witmer Public Safety Group	APP094830	7/15/2022	203012472	FIRE-EQUIP	2500 gal folding frame tank	2,070.43		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
Fire									
VEN001843	Steven R Jenkins	APP094831	7/15/2022	203012229	FIRE-UNIFORMS	uniform pants	74.99		
VEN000483	Cummins Crosspoint LLC	APP094832	7/15/2022	203012360	FIRE-VEHICLE MAINT	thermostat	366.92		
VEN010416	TouchPhrase Development,	APP094833	7/15/2022	203012349	FIRE-SERVICES	software service	4,526.00		
VEN008762	Henry Schein Inc	APP094834	7/15/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	749.36		
VEN000682	Fastenal	APP094836	7/15/2022	203012360	FIRE-VEHICLE MAINT	M18 fuel SH 1/2"	399.99		
VEN010336	MES-The Uniform House	APP094838	7/15/2022	203012229	FIRE-UNIFORMS	uniforms	751.92		
VEN001666	Reynolds Farm Equipment	APP094840	7/15/2022	203012360	FIRE-VEHICLE MAINT	oil filters	238.35		
VEN000266	Bound Tree Medical	APP094841	7/15/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	289.86		
VEN006285	Ceres Solutions Cooperative	APP094842	7/15/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	7,631.86		
VEN000065	Airgas Mid America	APP094843	7/15/2022	203012224	FIRE-OPERATING SUPPLIES	cyliner rental	927.15		
VEN009231	CenterPoint Energy	APP094877	7/18/2022	203012328	FIRE-GAS/HEAT	Sta 82	73.86	73194	7/18/2022
VEN001537	Payroll	APP094912	7/19/2022	203012111	FIRE-SALARY	sal	255,157.89	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	203012111	FIRE-SALARY	ltd plan	3,310.58	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	203012120	FIRE-FICA AND MEDICARE	fica	15,150.79	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	203012120	FIRE-FICA AND MEDICARE	med	3,543.33	500000803	7/19/2022
VEN001537	Payroll	APP094912	7/19/2022	203012121	FIRE-PERF	perf	41,999.36	500000803	7/19/2022
VEN005980	Fire Services Inc	APP094930	7/19/2022	203012360	FIRE-VEHICLE MAINT	Wiper motors and door pivot s	555.10		
VEN000065	Airgas Mid America	APP094931	7/19/2022	203012224	FIRE-OPERATING SUPPLIES	oxygen - 81	196.13		
VEN000266	Bound Tree Medical	APP094933	7/19/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	3,143.33		
VEN001417	Napa Auto Parts	APP094934	7/19/2022	203012360	FIRE-VEHICLE MAINT	parts	17.90		
VEN001615	Public Safety Medical Services	APP094935	7/19/2022	203012354	FIRE-MEDICAL EXAMS/TEST	testing	550.12		
VEN010465	Barbara Shearer	APP094936	7/19/2022	203012349	FIRE-SERVICES	insurance refund	10.00		
VEN010466	Lawrence O Sells	APP094937	7/19/2022	203012349	FIRE-SERVICES	refund	733.00		
VEN006182	Triple S tire Co	APP094938	7/19/2022	203012360	FIRE-VEHICLE MAINT	ladder 381 and Ambulance 38	8,310.90		
VEN005845	Kinetrex Energy	APP094980	7/20/2022	203012328	FIRE-GAS/HEAT	Sta 82 May	57.68	73202	7/20/2022
VEN005845	Kinetrex Energy	APP094980	7/20/2022	203012328	FIRE-GAS/HEAT	Sta 82 June	92.02	73202	7/20/2022
VEN000589	Duke Energy	APP095019	7/21/2022	203012341	FIRE-ELECTRIC	Electric	8,750.32	73203	7/21/2022
VEN000589	Duke Energy	APP095019	7/21/2022	203012341	FIRE-ELECTRIC	Electric	964.78	73203	7/21/2022
VEN000589	Duke Energy	APP095019	7/21/2022	203012341	FIRE-ELECTRIC	Electric	1,004.81	73203	7/21/2022
VEN000589	Duke Energy	APP095019	7/21/2022	203012346	FIRE-TORNADO SIREN	Sirens	76.02	73203	7/21/2022
VEN008029	Liberty Mutual Insurance	APP095065	7/25/2022	203012339	FIRE-INSURANCE	Installment 8	5,578.73	73204	7/25/2022
VEN002020	United Healthcare	APP095077	7/25/2022	203012119	FIRE-HEALTH/DENTAL	Aug Ins	96,061.67		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
VEN000266	Bound Tree Medical	APP095111	7/25/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	1,660.61		
VEN001571	Pickett's Place	APP095113	7/25/2022	203012360	FIRE-VEHICLE MAINT	aluminum tubing - Engine 81	315.00		
VEN001849	Stryker Sales	APP095114	7/25/2022	203012224	FIRE-OPERATING SUPPLIES	2 lead ECG	838.00		
VEN000903	Hoosier Fire Equipment	APP095116	7/25/2022	203012472	FIRE-EQUIP	Fire Hooks	208.00		
VEN006285	Ceres Solutions Cooperative	APP095145	7/28/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel-6 invs	3,907.63		
VEN001676	Riverview Hospital	APP095177	7/29/2022	203012119	FIRE-HEALTH/DENTAL	June Clinic hrs	5,995.85	73210	7/29/2022
VEN004479	Symetra Life Insurance	APP095248	8/1/2022	203012119	FIRE-HEALTH/DENTAL	August Ins	268.71	73215	8/1/2022
VEN000534	Delta Dental	APP095253	8/1/2022	203012119	FIRE-HEALTH/DENTAL	August Ins	4,404.41	73214	8/1/2022
VEN010036	VSP Insurance	APP095257	8/1/2022	203012119	FIRE-HEALTH/DENTAL	August Ins	1,019.36	73216	8/1/2022
VEN005581	Newton Oil Company	APP095351	8/1/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded	2,161.39		
VEN005581	Newton Oil Company	APP095364	8/1/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,923.03		
VEN000266	Bound Tree Medical	APP095396	8/2/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	3,076.68		
VEN001849	Stryker Sales	APP095397	8/2/2022	203012224	FIRE-OPERATING SUPPLIES	battery packs	1,065.84		
VEN000065	Airgas Mid America	APP095398	8/2/2022	203012224	FIRE-OPERATING SUPPLIES	oxygen	527.07		
VEN000903	Hoosier Fire Equipment	APP095399	8/2/2022	203012229	FIRE-UNIFORMS	helmets	1,121.45		
VEN010215	Magnegrip	APP095400	8/2/2022	203012472	FIRE-EQUIP	station 83	33,026.00		
VEN000073	Alert-all	APP095401	8/2/2022	203012244	FIRE-PREVENTION/PUBLIC	pub ed supplies	530.00		
VEN001029	International Assoc of Fire Chiefs	APP095402	8/2/2022	203012350	FIRE-SUBSCRIPTIONS/DUE	renewals	1,290.00		
VEN006822	Indiana Professional	APP095403	8/2/2022	203012350	FIRE-SUBSCRIPTIONS/DUE	licensing for EMS Orders	100.00		
VEN003382	McGavic Outdoor Power	APP095404	8/2/2022	203012472	FIRE-EQUIP	14 inch general purpose meta	375.84		
VEN005584	The Accumed Group	APP095405	8/2/2022	203012349	FIRE-SERVICES	Billing Service Fee	4,938.56		
Subtotal for Fire							**586,424.28**		
Subtotal for Fund 203 Fire Operating							**595,736.07**		
Fund No.	**Fund Name**								
204	**Park Impact**								
	Public Works								
VEN006748	V3 Companies	APP094736	7/11/2022	204013349	PARK IMPACT-SERVICES	Simon Moon Expansion Desig	46,950.00		
VEN005848	Mader Design LLC	APP094737	7/11/2022	204013349	PARK IMPACT-SERVICES	2022 Parks Master Plan	5,061.53		
VEN002067	VS Engineering	APP095288	8/1/2022	204013349	PARK IMPACT-SERVICES	Westfield Connector Trails	2,500.00		
Subtotal for Public Works							**54,511.53**		
Subtotal for Fund 204 Park Impact							**54,511.53**		

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Fund No.	**Fund Name**								
206	**Parks Programming/Events**								
	Parks								
VEN010128	Artist Development Company	APP094739	7/12/2022	206005347	PARKS PROGRAM-PROMOT	Summer Concerts	500.00		
VEN005709	Service Sanitation Inc	APP094865	7/18/2022	206005347	PARKS PROGRAM-PROMOT	WR4	5,190.00		
VEN010469	The Peach Collaborative	APP095081	7/25/2022	206005347	PARKS PROGRAM-PROMOT	GRJN Plaza Event	160.00		
VEN005994	Grand Park Event Center	APP095082	7/22/2022	206005347	PARKS PROGRAM-PROMOT	WR4 ice bags	504.30	500000806	7/25/2022
VEN000676	Fabulously Fun Co	APP095083	7/22/2022	206005347	PARKS PROGRAM-PROMOT	Airbrush artist	250.00		
VEN010128	Artist Development Company	APP095367	8/1/2022	206005347	PARKS PROGRAM-PROMOT	Westfield Summer Concerts	200.00		
	Subtotal for Parks						**6,804.30**		
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	3,581.66	500000796	7/8/2022
	Subtotal for Clerk Treasurer						**3,581.66**		
Subtotal for Fund 206 Parks Programming/Events							**10,385.96**		
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
VEN001993	Treasurer Of State of Indiana	APP094855	7/15/2022	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification-Ba	40.00		
VEN001993	Treasurer Of State of Indiana	APP094855	7/15/2022	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification-M	40.00		
VEN001993	Treasurer Of State of Indiana	APP094855	7/15/2022	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification-Sh	40.00		
VEN001993	Treasurer Of State of Indiana	APP094956	7/19/2022	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Recertification-Tr	40.00		
VEN000293	Broc Larrison	APP094964	7/20/2022	239002334	LAW ENFORCE-TRAVEL/TR	Reimbursement for food durin	19.67	73200	7/20/2022
VEN010467	Butler University	APP094973	7/20/2022	239002334	LAW ENFORCE-TRAVEL/TR	Tuition	3,450.00	73201	7/20/2022
VEN010502	Henry County Sheriffs Office	APP095180	7/29/2022	239002334	LAW ENFORCE-TRAVEL/TR	Instructor Development-Wyga	275.00		
	Subtotal for Police						**3,904.67**		
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	1,367.17	500000796	7/8/2022
	Subtotal for Clerk Treasurer						**1,367.17**		
Subtotal for Fund 239 Law Enforcement							**5,271.84**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
241	**Police Donation**								
	Police								
VEN000676	Fabulously Fun Co	APP095179	7/29/2022	241002347	POLICE DONATION-PROMO	Airbrush Artists/Balloon Twist	1,185.00	73213	7/29/2022
	Subtotal for Police						**1,185.00**		
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	1,511.15	500000796	7/8/2022
	Subtotal for Clerk Treasurer						**1,511.15**		
Subtotal for Fund 241 Police Donation							**2,696.15**		
Fund No.	**Fund Name**								
264	**Road and Street Improvement (Road Impact)**								
	Public Works								
VEN002709	Lochmueller Group Inc	APP094869	7/18/2022	264013349	ROAD IMPACT-SERVICES	20 Local Match for CE	2,727.08		
VEN002709	Lochmueller Group Inc	APP094873	7/18/2022	264013349	ROAD IMPACT-SERVICES	20 Local Match for CE	686.43		
VEN002709	Lochmueller Group Inc	APP094876	7/18/2022	264013349	ROAD IMPACT-SERVICES	20 Local Match for CE	1,893.28		
VEN002709	Lochmueller Group Inc	APP094882	7/18/2022	264013349	ROAD IMPACT-SERVICES	20 Local Match for CE	2,489.12		
VEN000103	American Structurepoint Inc	APP095422	8/3/2022	264013349	ROAD IMPACT-SERVICES	Jersey Street Extension PE S	16,830.00		
VEN000103	American Structurepoint Inc	APP095423	8/3/2022	264013349	ROAD IMPACT-SERVICES	SR 32 Reconstruction Prelimi	33,481.14		
VEN000103	American Structurepoint Inc	APP095423	8/3/2022	264013349	ROAD IMPACT-SERVICES	SR 32 PE Supplemental #1	31,307.36		
	Subtotal for Public Works						**89,414.41**		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							**89,414.41**		
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	427.50	500000796	7/8/2022
	Subtotal for Clerk Treasurer						**427.50**		
	Public Safety (Police and Fire)								
VEN002191	City of Noblesville Utilities	APP094618	7/6/2022	269014341	TRAINING FAC-ELECTRIC	Training Facility	20.36	73107	7/7/2022
VEN007763	Jeff's Lawn Care	APP094835	7/15/2022	269014343	TRAINING FAC-BUILDING M	mowing - june	670.00		
VEN000434	Comcast Cable	APP094879	7/18/2022	269014350	TRAINING FAC-SUBSCRIPTI	Training Facility	301.25	73197	7/18/2022
VEN009231	CenterPoint Energy	APP094880	7/18/2022	269014328	TRAINING FAC-HEAT/GAS	Training Facility	18.53	73195	7/18/2022
VEN000644	Enviro-max Inc	APP094932	7/19/2022	269014343	TRAINING FAC-BUILDING M	HVAC	581.70		
VEN005845	Kinetrex Energy	APP094980	7/20/2022	269014328	TRAINING FAC-HEAT/GAS	Training Facility	0.92	73202	7/20/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Public Safety (Police and Fire)								
VEN000589	Duke Energy	APP095019	7/21/2022	269014341	TRAINING FAC-ELECTRIC	Electric	508.43	73203	7/21/2022
VEN000405	Citizens Energy Group	APP095154	7/27/2022	269014342	TRAINING FAC-WATER/SE	Training Facility May	73.85	73207	7/28/2022
VEN000405	Citizens Energy Group	APP095154	7/27/2022	269014342	TRAINING FAC-WATER/SE	Training Facility June	31.53	73207	7/28/2022
	Subtotal for Public Safety (Police and Fire)						**2,206.57**		
Subtotal for Fund 269 Training Facility Center							**2,634.07**		
Fund No.	**Fund Name**								
301	**Eastside TIF**								
	RDC								
VEN008529	First Financial Bank	APP095011	7/21/2022	301018380	EASTSIDE TIF PRINCIPAL P	2017 Bond	240,000.00	500000805	7/21/2022
VEN008529	First Financial Bank	APP095011	7/21/2022	301018381	EASTSIDE TIF INTEREST P	2017 Bond	62,495.00	500000805	7/21/2022
VEN001469	O W Krohn and Associates	APP095280	8/1/2022	301018349	EASTSIDE TIF SERVICES	Front Street	6,456.25		
	Subtotal for RDC						**308,951.25**		
Subtotal for Fund 301 Eastside TIF							**308,951.25**		
Fund No.	**Fund Name**								
305	**Grand Junction TIF**								
	RDC								
VEN009983	Dinsmore and Shohl LLP	APP094745	7/12/2022	305018349	GRAND JUNCTION TIF-SER	Trails Project	988.00		
VEN001469	O W Krohn and Associates	APP095280	8/1/2022	305018349	GRAND JUNCTION TIF-SER	General TIF projections	537.50		
	Subtotal for RDC						**1,525.50**		
	Sport Campus Indoor Event Ctr								
VEN003695	Wells Fargo Trust Bank NA	APP094851	7/15/2022	305023349	GRAND JUNCTION-GPEC T	GPEC pmt	2,500.00	500000804	7/19/2022
VEN003695	Wells Fargo Trust Bank NA	APP094851	7/15/2022	305023380	GRAND JUNCTION-GPEC P	GPEC pmt	350,849.34	500000804	7/19/2022
VEN003695	Wells Fargo Trust Bank NA	APP094851	7/15/2022	305023381	GRAND JUNCTION-GPEC IN	GPEC pmt	542,414.92	500000804	7/19/2022
	Subtotal for Sport Campus Indoor Event Ctr						**895,764.26**		
Subtotal for Fund 305 Grand Junction TIF							**897,289.76**		
Fund No.	**Fund Name**								
309	**Eagletown TIF**								
	RDC								
VEN001469	O W Krohn and Associates	APP095280	8/1/2022	309018349	EAGLETOWN TIF SERVICES	Osbourne Trails	618.75		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
309	**Eagletown TIF**								
	RDC								
VEN001469	O W Krohn and Associates	APP095280	8/1/2022	309018349	EAGLETOWN TIF SERVICES	Eagletown	137.50		
	Subtotal for RDC						**756.25**		
Subtotal for Fund 309 Eagletown TIF							**756.25**		
Fund No.	**Fund Name**								
350	**GO Bond 2020**								
	Public Works								
VEN001671	Rieth-Riley Construction	APP094996	7/20/2022	350013474	GO BOND 2020 PW CONST	191st and Chad Hittle RAB C	591,530.86		
	Subtotal for Public Works						**591,530.86**		
Subtotal for Fund 350 GO Bond 2020							**591,530.86**		
Fund No.	**Fund Name**								
552	**Westfield Washington School Grant**								
	Administration								
VEN002123	Westfield-Washington Schools	APP094746	7/12/2022	552001349	WESTFIELD WASH GRANT	WW Grant	4,966.08		
VEN002123	Westfield-Washington Schools	APP094746	7/12/2022	552001349	WESTFIELD WASH GRANT	WW Grant	3,880.83		
	Subtotal for Administration						**8,846.91**		
Subtotal for Fund 552 Westfield Washington School Grant							**8,846.91**		
Fund No.	**Fund Name**								
561	**161st-Union Int Impro Grant**								
	Public Works								
VEN002709	Lochmueller Group Inc	APP094869	7/18/2022	561013349	161ST-UNION IMPRO SERV	80 MPO Match for CE	10,908.33		
VEN002709	Lochmueller Group Inc	APP094873	7/18/2022	561013349	161ST-UNION IMPRO SERV	80 MPO Match for CE	2,745.71		
VEN002709	Lochmueller Group Inc	APP094876	7/18/2022	561013349	161ST-UNION IMPRO SERV	80 MPO Match for CE	7,573.12		
VEN002709	Lochmueller Group Inc	APP094882	7/18/2022	561013349	161ST-UNION IMPRO SERV	80 MPO Match for CE	9,956.49		
	Subtotal for Public Works						**31,183.65**		
Subtotal for Fund 561 161st-Union Int Impro Grant							**31,183.65**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP094704	7/8/2022	101965	PCARD PAYABLE	Jun Pcard closing 063022	5,193.28	500000796	7/8/2022
Subtotal for Clerk Treasurer							**5,193.28**		
Grand Park									
VEN004479	Symetra Life Insurance	APP094658	7/7/2022	640015119	SPORTS CAMPUS-HEALTH/	July Ins	32.50	4052	7/7/2022
VEN000163	Aul Retirement	APP094688	7/8/2022	640015125	SPORTS CAMPUS-401A MA	6 mo match civilian	1,833.67	100000204	7/8/2022
VEN002336	Citizens Westfield	APP094707	7/11/2022	640015342	SPORTS CAMPUS-WAT SE	Field	516.11	4055	7/12/2022
VEN002336	Citizens Westfield	APP094707	7/11/2022	640015342	SPORTS CAMPUS-WAT SE	Field	496.41	4055	7/12/2022
VEN002336	Citizens Westfield	APP094707	7/11/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	815.63	4055	7/12/2022
VEN002336	Citizens Westfield	APP094707	7/11/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	770.43	4055	7/12/2022
VEN002336	Citizens Westfield	APP094707	7/11/2022	640015342	SPORTS CAMPUS-WAT SE	Gen	131.48	4055	7/12/2022
VEN002336	Citizens Westfield	APP094707	7/11/2022	640015342	SPORTS CAMPUS-WAT SE	Gen	222.04	4055	7/12/2022
VEN010418	Matthew Trnian	APP094795	7/13/2022	640015349	SPORTS CAMPUS-SERVICE	Colts Camp parking cash	2,000.00	4068	7/14/2022
VEN001716	Runyon Equipment Rental	APP094797	7/13/2022	640015472	SPORTS CAMPUS-EQUIPME	Mowing tractor	1,100.00		
VEN006285	Ceres Solutions Cooperative	APP094799	7/13/2022	640015226	SPORTS CAMPUS-GAS	Fuel	2,097.36		
VEN007299	Aquatic Services of IN	APP094800	7/13/2022	640015349	SPORTS CAMPUS-SERVICE	Pond trmt	3,147.38		
VEN007299	Aquatic Services of IN	APP094800	7/13/2022	640015349	SPORTS CAMPUS-SERVICE	Pond trmt	3,147.37		
VEN000402	Cintas	APP094801	7/13/2022	640015337	SPORTS CAMPUS-PRINTIN	Mats	216.27		
VEN008277	C2 Media	APP094802	7/13/2022	640015337	SPORTS CAMPUS-PRINTIN	Hand sanitizer signs	131.60		
VEN001637	Ray's Trash Service	APP094806	7/8/2022	640015349	SPORTS CAMPUS-SERVICE	Trash	750.00		
VEN001537	Payroll	APP094911	7/19/2022	640015111	SPORTS CAMPUS-SALARY	sal	30,017.14	100000206	7/19/2022
VEN001537	Payroll	APP094911	7/19/2022	640015120	SPORTS CAMPUS-FICA/ME	fica	1,831.48	100000206	7/19/2022
VEN001537	Payroll	APP094911	7/19/2022	640015120	SPORTS CAMPUS-FICA/ME	med	428.33	100000206	7/19/2022
VEN001537	Payroll	APP094911	7/19/2022	640015121	SPORTS CAMPUS-PERF	perf	3,123.17	100000206	7/19/2022
VEN000589	Duke Energy	APP095018	7/21/2022	640015341	SPORTS CAMPUS-ELECTRI	Diam	13,466.82	4070	7/21/2022
VEN000589	Duke Energy	APP095018	7/21/2022	640015341	SPORTS CAMPUS-ELECTRI	Field	3,049.59	4070	7/21/2022
VEN000589	Duke Energy	APP095018	7/21/2022	640015341	SPORTS CAMPUS-ELECTRI	General	6,455.38	4070	7/21/2022
VEN008029	Liberty Mutual Insurance	APP095066	7/25/2022	640015339	SPORTS CAMPUS-INSURAN	Installment 8	854.33	4072	7/25/2022
VEN008029	Liberty Mutual Insurance	APP095066	7/25/2022	640015339	SPORTS CAMPUS-INSURAN	Installment 8	1,044.17	4072	7/25/2022
VEN002020	United Healthcare	APP095076	7/25/2022	640015119	SPORTS CAMPUS-HEALTH/	Aug Ins	7,061.45		
VEN001676	Riverview Hospital	APP095176	7/29/2022	640015119	SPORTS CAMPUS-HEALTH/	June Clinic Hrs	480.28	4073	7/29/2022
VEN001637	Ray's Trash Service	APP095191	7/29/2022	640015349	SPORTS CAMPUS-SERVICE	Trash	1,061.35		
VEN002228	Indiana Sports Properties	APP095192	7/29/2022	640015349	SPORTS CAMPUS-SERVICE	June and July commissions	13,988.18		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN008277	C2 Media	APP095194	7/29/2022	640015228	SPORTS CAMPUS-SIGNAGE	Plaza signage	957.88		
VEN008277	C2 Media	APP095195	7/29/2022	640015228	SPORTS CAMPUS-SIGNAGE	Research Hub Banner	276.00		
VEN000897	Home City Ice Co	APP095199	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Ice	165.50		
VEN000897	Home City Ice Co	APP095199	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Ice	224.60		
VEN006898	Supply Warehouse Inc	APP095201	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	603.18		
VEN009229	Sports Field Maintenance LLC	APP095206	7/29/2022	640015349	SPORTS CAMPUS-SERVICE	June services	40,422.00		
VEN000051	Advanced Turf Solutions	APP095209	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Paint	231.95		
VEN002613	Ermco Inc	APP095215	7/29/2022	640015349	SPORTS CAMPUS-SERVICE	Lot H repairs 2021	3,857.57		
VEN006285	Ceres Solutions Cooperative	APP095216	7/29/2022	640015226	SPORTS CAMPUS-GAS	Fuel	1,089.23		
VEN004873	Siteone Landscape Supply	APP095218	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Insecticide	1,652.10		
VEN009271	Ewing Irrigation and Landscape	APP095219	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Irrigation Parts	299.99		
VEN009271	Ewing Irrigation and Landscape	APP095219	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Irrigation Parts	569.29		
VEN004873	Siteone Landscape Supply	APP095220	7/29/2022	640015224	SPORTS CAMPUS-OPERATI	Irrigation parts	1,311.17		
VEN004479	Symetra Life Insurance	APP095249	8/1/2022	640015119	SPORTS CAMPUS-HEALTH/	August Ins	39.00	4075	8/1/2022
VEN000534	Delta Dental	APP095254	8/1/2022	640015119	SPORTS CAMPUS-HEALTH/	August Ins	227.26	4074	8/1/2022
VEN010036	VSP Insurance	APP095258	8/1/2022	640015119	SPORTS CAMPUS-HEALTH/	August Ins	73.76	4076	8/1/2022
VEN004873	Siteone Landscape Supply	APP095391	8/2/2022	640015224	SPORTS CAMPUS-OPERATI	Herbicide	433.75		
VEN004873	Siteone Landscape Supply	APP095392	8/2/2022	640015224	SPORTS CAMPUS-OPERATI	Irrigation supplies	1,504.67		
VEN009271	Ewing Irrigation and Landscape	APP095393	8/2/2022	640015224	SPORTS CAMPUS-OPERATI	Irrigation tools	2,425.99		
VEN006329	Bullpen Tournaments	APP095394	8/2/2022	640015228	SPORTS CAMPUS-SIGNAGE	Sponsorship signage printing	2,734.56		
VEN001666	Reynolds Farm Equipment	APP095395	8/2/2022	640015345	SPORTS CAMPUS-EQUIP R	Wheel replacement	220.63		
Subtotal for Grand Park							**159,590.00**		
	Sport Campus Indoor Event Ctr								
VEN004479	Symetra Life Insurance	APP094658	7/7/2022	640023119	GP INDOOR-HEALTH/DENT	July Ins	3.25	4052	7/7/2022
VEN000163	Aul Retirement	APP094688	7/8/2022	640023125	GP INDOOR-401A MATCHIN	6 mo match civilian	1,629.30	100000204	7/8/2022
VEN002336	Citizens Westfield	APP094690	7/11/2022	640023342	GP INDOOR-WAT AND SEW	GPEC	586.08	4055	7/12/2022
VEN002336	Citizens Westfield	APP094690	7/11/2022	640023342	GP INDOOR-WAT AND SEW	GPEC	135.66	4055	7/12/2022
VEN002336	Citizens Westfield	APP094691	7/11/2022	640023328	GP INDOOR-NATURAL GAS	GPEC	72.17	4055	7/12/2022
VEN005845	Kinetrex Energy	APP094754	7/13/2022	640023328	GP INDOOR-NATURAL GAS	GPEC	118.42	4067	7/13/2022
VEN007684	Perfection Group Inc	APP094803	7/13/2022	640023343	GP INDOOR-BLDG MAINT	C7 HVAC repair	364.50		
VEN002123	Westfield-Washington Schools	APP094804	7/11/2022	640023223	GP INDOOR-OFFICE SUPPL	Paper	38.49		
VEN001537	Payroll	APP094911	7/19/2022	640023111	GP INDOOR-SALARY	sal	4,037.60	100000206	7/19/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Sport Campus Indoor Event Ctr								
VEN001537	Payroll	APP094911	7/19/2022	640023120	GP INDOOR-FIICA/MEDICAR	fica	238.13	100000206	7/19/2022
VEN001537	Payroll	APP094911	7/19/2022	640023120	GP INDOOR-FIICA/MEDICAR	med	55.69	100000206	7/19/2022
VEN001537	Payroll	APP094911	7/19/2022	640023121	GP INDOOR-PERF	perf	573.34	100000206	7/19/2022
VEN000589	Duke Energy	APP095005	7/21/2022	640023341	GP INDOOR-ELECTRIC	GPEC	15,859.08	4069	7/21/2022
VEN000589	Duke Energy	APP095018	7/21/2022	640023341	GP INDOOR-ELECTRIC	GPEC	21.56	4070	7/21/2022
VEN003729	Metronet	APP095052	7/19/2022	640023224	GP INDOOR-OPERATING SU	GPEC	651.11	4071	7/22/2022
VEN008029	Liberty Mutual Insurance	APP095066	7/25/2022	640023339	GP INDOOR-INSURANCE	Installment 8	1,898.52	4072	7/25/2022
VEN002020	United Healthcare	APP095076	7/25/2022	640023119	GP INDOOR-HEALTH/DENT	Aug Ins	1,830.62		
VEN001676	Riverview Hospital	APP095176	7/29/2022	640023119	GP INDOOR-HEALTH/DENT	June Clinic Hrs	117.10	4073	7/29/2022
VEN001637	Ray's Trash Service	APP095191	7/29/2022	640023349	GP INDOOR-SERVICES	Trash	1,248.25		
VEN002958	Indiana Soccer Asso	APP095193	7/29/2022	640023349	GP INDOOR-SERVICES	May and June commissions	15,684.39		
VEN007684	Perfection Group Inc	APP095196	7/29/2022	640023343	GP INDOOR-BLDG MAINT	AC repair 4	1,895.00		
VEN008257	Ferguson Facilities Supply	APP095200	7/29/2022	640023224	GP INDOOR-OPERATING SU	Trash liners	66.58		
VEN006898	Supply Warehouse Inc	APP095201	7/29/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	419.61		
VEN006390	Ecolab Pest	APP095202	7/29/2022	640023343	GP INDOOR-BLDG MAINT	Fly program	30.00		
VEN006390	Ecolab Pest	APP095202	7/29/2022	640023343	GP INDOOR-BLDG MAINT	Pest control	442.95		
VEN007684	Perfection Group Inc	APP095203	7/29/2022	640023343	GP INDOOR-BLDG MAINT	AC repair C4	445.00		
VEN007684	Perfection Group Inc	APP095204	7/29/2022	640023343	GP INDOOR-BLDG MAINT	AC repair C7	980.00		
VEN007684	Perfection Group Inc	APP095205	7/29/2022	640023343	GP INDOOR-BLDG MAINT	GPEC AC repairs	8,303.00		
VEN007684	Perfection Group Inc	APP095210	7/29/2022	640023343	GP INDOOR-BLDG MAINT	AC repair C1 2 and 4	4,955.00		
VEN007684	Perfection Group Inc	APP095211	7/29/2022	640023343	GP INDOOR-BLDG MAINT	AC repair Field Sports Admin	3,675.00		
VEN001277	Macallister Machinery Co	APP095212	7/29/2022	640023343	GP INDOOR-BLDG MAINT	Straight Boom	719.26		
VEN007684	Perfection Group Inc	APP095214	7/29/2022	640023343	GP INDOOR-BLDG MAINT	AC repair GPEC	1,284.00		
VEN007684	Perfection Group Inc	APP095217	7/29/2022	640023343	GP INDOOR-BLDG MAINT	AC repair soccer admin	240.00		
VEN004479	Symetra Life Insurance	APP095249	8/1/2022	640023119	GP INDOOR-HEALTH/DENT	August Ins	3.25	4075	8/1/2022
VEN000534	Delta Dental	APP095254	8/1/2022	640023119	GP INDOOR-HEALTH/DENT	August Ins	85.46	4074	8/1/2022
VEN010036	VSP Insurance	APP095258	8/1/2022	640023119	GP INDOOR-HEALTH/DENT	August Ins	14.48	4076	8/1/2022
	Subtotal for Sport Campus Indoor Event Ctr						**68,721.85**		
Subtotal for Fund 640 Sports Campus Operating							**233,505.13**		
Fund No.	**Fund Name**								
701	**Payroll**								

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
701	**Payroll**								
Clerk Treasurer									
VEN000008	77 Police and Fire Fund	APP094654	7/7/2022	701008133	PAYROLL-PERF	Adjustment	693.43	700001277	7/7/2022
VEN000008	77 Police and Fire Fund	APP094655	7/7/2022	701008133	PAYROLL-PERF	Non Civilian PERF	81,594.60	700001278	7/7/2022
VEN001550	PERF	APP094656	7/7/2022	701008133	PAYROLL-PERF	Civilian PERF	49,517.80	700001279	7/7/2022
VEN004479	Symetra Life Insurance	APP094660	7/7/2022	701008930	PAYROLL-INS. DED	July Ins	2,093.13	17994	7/7/2022
VEN000058	AFLAC	APP094683	7/8/2022	701008930	PAYROLL-INS. DED	July Ins	5,605.78	17995	7/8/2022
VEN010415	Anna Sperry	APP094706	7/11/2022	701008110	PAYROLL-NET SALARIES	Bank rejected direct deposit	713.96	17996	7/11/2022
VEN001537	Payroll	APP094909	7/19/2022	701008110	PAYROLL-NET SALARIES	net sal	508,300.38	700001281	7/19/2022
VEN000163	Aul Retirement	APP094918	7/19/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	30,792.86	700001283	7/19/2022
VEN000959	Indiana Dept Of Revenue	APP094919	7/19/2022	701008923	PAYROLL-STATE WITHHOL	State	21,196.28	700001280	7/19/2022
VEN000959	Indiana Dept Of Revenue	APP094919	7/19/2022	701008923	PAYROLL-STATE WITHHOL	COIT	8,992.00	700001280	7/19/2022
VEN000920	Huntington National Bank	APP094920	7/19/2022	701008131	PAYROLL-EMPLOYER'S FIC	FICA	43,626.16	700001284	7/19/2022
VEN000920	Huntington National Bank	APP094920	7/19/2022	701008132	PAYROLL-EMPLOYER'S ME	Medicare	10,202.89	700001284	7/19/2022
VEN000920	Huntington National Bank	APP094920	7/19/2022	701008921	PAYROLL-FEDERAL WITHH	Federal	65,416.74	700001284	7/19/2022
VEN000920	Huntington National Bank	APP094920	7/19/2022	701008922	PAYROLL-EMPLOYEE FICA	FICA	43,626.18	700001284	7/19/2022
VEN000920	Huntington National Bank	APP094920	7/19/2022	701008922	PAYROLL-EMPLOYEE FICA	Medicare	10,202.94	700001284	7/19/2022
VEN000703	Fire Fighters Credit Union	APP094945	7/19/2022	701008141	PAYROLL-UNION DUES	Union Dues WFD	85.00	17998	7/19/2022
VEN000703	Fire Fighters Credit Union	APP094946	7/19/2022	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,359.80	17999	7/19/2022
VEN001016	INSCCU-ASFE	APP094947	7/19/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support fees	275.00	700001286	7/19/2022
VEN000948	IN Family and Social Services	APP094948	7/19/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,536.00	700001285	7/19/2022
VEN002177	Indiana Members Credit Union	APP094949	7/19/2022	701008930	PAYROLL-INS. DED	HSA refusal	223.08	18000	7/19/2022
VEN001390	MiSDU	APP094950	7/19/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	18003	7/19/2022
VEN001124	Joe Walker	APP094951	7/19/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support fee reim	55.00	18001	7/19/2022
VEN004836	Nationwide Retirement Solutions	APP094952	7/19/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	4,634.69	18004	7/19/2022
VEN001864	Supporting Heroes	APP094953	7/19/2022	701008991	PAYROLL-MISC	Supporting Heroes	88.54	18005	7/19/2022
VEN010216	John Hauber Trustee	APP094954	7/19/2022	701008142	PAYROLL-GARNISHMENT	Garnishment	277.00	18002	7/19/2022
VEN007701	DiMartino Associates	APP094955	7/19/2022	701008930	PAYROLL-INS. DED	Fire LTD	3,310.58	17997	7/19/2022
VEN005722	Aflac Premium Holding	APP095021	7/21/2022	701008930	PAYROLL-INS. DED	Aug ins	2,791.59	18006	7/21/2022
VEN000008	77 Police and Fire Fund	APP095022	7/21/2022	701008133	PAYROLL-PERF	Non Civilian PERF	82,255.69	700001287	7/21/2022
VEN001550	PERF	APP095023	7/21/2022	701008133	PAYROLL-PERF	Civilian PERF	49,950.93	700001288	7/21/2022
VEN002020	United Healthcare	APP095074	7/25/2022	701008930	PAYROLL-INS. DED	Aug Ins	16,104.32		
VEN004479	Symetra Life Insurance	APP095251	8/1/2022	701008930	PAYROLL-INS. DED	August Ins	2,079.59	18009	8/1/2022
VEN000058	AFLAC	APP095252	8/1/2022	701008930	PAYROLL-INS. DED	August Ins	5,559.94	18007	8/1/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
701	**Payroll**								
	Clerk Treasurer								
VEN000534	Delta Dental	APP095256	8/1/2022	701008930	PAYROLL-INS. DED	August Ins	4,905.63	18008	8/1/2022
VEN010036	VSP Insurance	APP095260	8/1/2022	701008930	PAYROLL-INS. DED	August Ins	70.72	18010	8/1/2022
VEN002177	Indiana Members Credit Union	APP095378	8/1/2022	701008930	PAYROLL-INS. DED	Employer HSA	1,458.35	18011	8/2/2022
VEN003131	Huntington Bank	APP095379	8/1/2022	701008131	PAYROLL-EMPLOYER'S FIC	FICA	43,937.45		
VEN003131	Huntington Bank	APP095379	8/1/2022	701008132	PAYROLL-EMPLOYER'S ME	Medicare	10,275.69		
VEN003131	Huntington Bank	APP095379	8/1/2022	701008921	PAYROLL-FEDERAL WITHH	Federal	65,797.75		
VEN003131	Huntington Bank	APP095379	8/1/2022	701008922	PAYROLL-EMPLOYEE FICA	FICA	43,937.50		
VEN003131	Huntington Bank	APP095379	8/1/2022	701008922	PAYROLL-EMPLOYEE FICA	Medicare	10,275.68		
VEN000959	Indiana Dept Of Revenue	APP095380	8/1/2022	701008923	PAYROLL-STATE WITHHOL	State	21,374.54		
VEN000959	Indiana Dept Of Revenue	APP095380	8/1/2022	701008923	PAYROLL-STATE WITHHOL	COIT	9,104.25		
VEN000163	Aul Retirement	APP095388	8/2/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	30,604.86		
	Subtotal for Clerk Treasurer						**1,297,347.75**		
Subtotal for Fund 701 Payroll							**1,297,347.75**		
Fund No.	**Fund Name**								
806	**UMR**								
	Clerk Treasurer								
VEN002020	United Healthcare	APP094849	7/8/2022	806008119	UMR GROUP HEALTH	RX Med July 8	48,726.13	806000011	7/8/2022
VEN002020	United Healthcare	APP094850	7/8/2022	806008119	UMR GROUP HEALTH	UMR svs fees	85,362.18	806000012	7/8/2022
VEN002020	United Healthcare	APP094983	7/15/2022	806008119	UMR GROUP HEALTH	Medical and Rx	43,670.65	806000013	7/15/2022
VEN002020	United Healthcare	APP095067	7/22/2022	806008119	UMR GROUP HEALTH	Medical and Rx	18,674.58	80600014	7/22/2022
	Subtotal for Clerk Treasurer						**196,433.54**		
Subtotal for Fund 806 UMR							**196,433.54**		
Fund No.	**Fund Name**								
900	**Stormwater**								
	Stormwater								
VEN004479	Symetra Life Insurance	APP094659	7/7/2022	900016119	STORM-HEALTH/DENTAL	July Ins	19.50	41966	7/7/2022
VEN000163	Aul Retirement	APP094687	7/8/2022	900016125	STORM-401A MATCHING	6 mo match civilian	5,053.68	900000294	7/8/2022
VEN001537	Payroll	APP094910	7/19/2022	900016111	STORM-SALARY	sal	20,733.92		
VEN001537	Payroll	APP094910	7/19/2022	900016120	STORM-FICA/MEDICARE	fica	1,234.99		
VEN001537	Payroll	APP094910	7/19/2022	900016120	STORM-FICA/MEDICARE	med	288.83		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
900	Stormwater										
	Stormwater										
		VEN001537	Payroll	APP094910	7/19/2022	900016121	STORM-PERF	perf	2,231.15		
		VEN002020	United Healthcare	APP095075	7/25/2022	900016119	STORM-HEALTH/DENTAL	Aug Ins	9,252.83		
		VEN001676	Riverview Hospital	APP095175	7/29/2022	900016119	STORM-HEALTH/DENTAL	June Clinic Hrs	673.75	42011	7/29/2022
		VEN004479	Symetra Life Insurance	APP095250	8/1/2022	900016119	STORM-HEALTH/DENTAL	August Ins	19.50	42013	8/1/2022
		VEN000534	Delta Dental	APP095255	8/1/2022	900016119	STORM-HEALTH/DENTAL	August Ins	456.16	42012	8/1/2022
		VEN010036	VSP Insurance	APP095259	8/1/2022	900016119	STORM-HEALTH/DENTAL	Aug Ins	101.36	42014	8/1/2022
		VEN005581	Newton Oil Company	APP095274	8/1/2022	900016226	STORM-VEHICLE GAS	Unleaded fuel	159.18		
		VEN003987	Indiana Reclamation and Excavating	APP095283	8/1/2022	900016433	STORM-INFRASTRUCTURE	Vac truck Westfield Park Rd	1,221.00		
		VEN010471	Steven Dodson	APP095291	8/1/2022	900016370	STORMWATER-REFUND		13.85		
		VEN010472	Darrell Woehler	APP095292	8/1/2022	900016370	STORMWATER-REFUND		14.54		
		VEN010473	Stephen Socrates	APP095293	8/1/2022	900016370	STORMWATER-REFUND		13.29		
		VEN010473	Stephen Socrates	APP095293	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	21.30		
		VEN010318	Diane Sisk	APP095294	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	60.00		
		VEN010474	David and Sherry Spooner	APP095295	8/1/2022	900016370	STORMWATER-REFUND		13.84		
		VEN010475	Tom Blastick	APP095296	8/1/2022	900016370	STORMWATER-REFUND		13.29		
		VEN009200	John Boyd	APP095297	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	43.17		
		VEN007238	Susan Boss	APP095298	8/1/2022	900016370	STORMWATER-REFUND		12.62		
		VEN004687	Wolfies Grill Westfield LLC	APP095299	8/1/2022	900016370	STORMWATER-REFUND		16.28		
		VEN010476	Dianne Skinner	APP095300	8/1/2022	900016370	STORMWATER-REFUND		12.62		
		VEN010476	Dianne Skinner	APP095300	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	49.88		
		VEN010477	Kyle Malott	APP095301	8/1/2022	900016370	STORMWATER-REFUND		5.40		
		VEN010478	Wayne Ryska	APP095302	8/1/2022	900016370	STORMWATER-REFUND		13.44		
		VEN010479	Mel Crago	APP095303	8/1/2022	900016370	STORMWATER-REFUND		12.62		
		VEN010480	Justin Thomas	APP095304	8/1/2022	900016370	STORMWATER-REFUND		13.85		
		VEN010481	Kathy Garrison	APP095305	8/1/2022	900016370	STORMWATER-REFUND		13.58		
		VEN010482	Clay Stevens	APP095306	8/1/2022	900016370	STORMWATER-REFUND		13.17		
		VEN010483	William E Helen C and Robert W McCol	APP095307	8/1/2022	900016370	STORMWATER-REFUND		4.53		
		VEN010483	William E Helen C and Robert W McCol	APP095307	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	35.38		
		VEN010484	Springmill Park Developer LLC	APP095308	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	41.61		
		VEN010485	Geoffrey M and Kristi L Timmons	APP095309	8/1/2022	900016370	STORMWATER-REFUND		7.73		
		VEN010486	Chad G and Ashley L Thornton Morales	APP095310	8/1/2022	900016370	STORMWATER-REFUND		13.85		
		VEN010487	Jessica Ross	APP095311	8/1/2022	900016370	STORMWATER-REFUND		13.99		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
900	**Stormwater**								
Stormwater									
VEN010488	Nick Stouder	APP095312	8/1/2022	900016370	STORMWATER-REFUND		13.85		
VEN010489	Ravi Palusa	APP095313	8/1/2022	900016370	STORMWATER-REFUND		13.44		
VEN010489	Ravi Palusa	APP095313	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	5.28		
VEN010490	Jonathan Cross	APP095314	8/1/2022	900016370	STORMWATER-REFUND		13.58		
VEN010491	Osborne Trails Developer LLC	APP095315	8/1/2022	900016370	STORMWATER-REFUND		65.85		
VEN010491	Osborne Trails Developer LLC	APP095315	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	0.79		
VEN010492	PMC SFR Holdings LLC	APP095316	8/1/2022	900016370	STORMWATER-REFUND		24.28		
VEN010493	Kaitlyn Tisdall	APP095317	8/1/2022	900016370	STORMWATER-REFUND		13.99		
VEN010494	Levi Hiatt	APP095318	8/1/2022	900016370	STORMWATER-REFUND		12.62		
VEN010495	Michelle Anderson and Marc Schwind	APP095319	8/1/2022	900016370	STORMWATER-REFUND		14.40		
VEN010496	Elizabeth Henson	APP095320	8/1/2022	900016370	STORMWATER-REFUND		13.85		
VEN010497	Susan Carlson	APP095321	8/1/2022	900016370	STORMWATER-REFUND		12.62		
VEN010498	Sahar Elyaman	APP095322	8/1/2022	900016370	STORMWATER-REFUND		4.44		
VEN010498	Sahar Elyaman	APP095322	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	8.52		
VEN010499	Lorraine Sun	APP095323	8/1/2022	900016370	STORMWATER-REFUND		22.93		
VEN010500	Sam Kwok	APP095324	8/1/2022	900016370	STORMWATER-REFUND		12.62		
VEN009094	Amy Harger	APP095325	8/1/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	285.28		
VEN005581	Newton Oil Company	APP095352	8/1/2022	900016226	STORM-VEHICLE GAS	Unleaded	159.18		
VEN002424	IUPPS	APP095357	8/1/2022	900016309	STORM-CONSULTING FEES	June tickets	1,654.90		
VEN003987	Indiana Reclamation and Excavating	APP095358	8/1/2022	900016433	STORM-INFRASTRUCTURE	Sinkhole repair Spring Lake	391.50		
VEN003987	Indiana Reclamation and Excavating	APP095358	8/1/2022	900016433	STORM-INFRASTRUCTURE	Sinkhole repair Savannah Ln	391.50		
VEN003987	Indiana Reclamation and Excavating	APP095358	8/1/2022	900016433	STORM-INFRASTRUCTURE	Curb repair Windshkip Cir	3,532.75		
VEN003987	Indiana Reclamation and Excavating	APP095358	8/1/2022	900016433	STORM-INFRASTRUCTURE	169th and Springmill manhole	7,500.00		
VEN000608	Eco-Infrastucture Solution	APP095361	8/1/2022	900016473	STORM-VEHICLE LEASES	Jet roots out	1,350.00		
VEN000608	Eco-Infrastucture Solution	APP095361	8/1/2022	900016473	STORM-VEHICLE LEASES	TV storm	325.00		
VEN000608	Eco-Infrastucture Solution	APP095361	8/1/2022	900016473	STORM-VEHICLE LEASES	Root cutting	875.00		
Subtotal for Stormwater							**58,637.85**		
Subtotal for Fund 900 Stormwater							**58,637.85**		
Fund No.	**Fund Name**								
950	**Trash**								

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
950	**Trash**								
	Trash								
VEN001637	Ray's Trash Service	APP094741	7/12/2022	950017850	TRASH-TRASH BAGS CONT	Overage Bags	784.00		
VEN008448	Springbrook Holding LLC	APP094988	7/20/2022	950017371	TRASH-CREDIT CARD PRO	CivicPay Transaction fees	3,304.00		
VEN010471	Steven Dodson	APP095291	8/1/2022	950017370	TRASH-REFUND		3.33		
VEN010471	Steven Dodson	APP095291	8/1/2022	950017370	TRASH-REFUND		41.35		
VEN010472	Darrell Woehler	APP095292	8/1/2022	950017370	TRASH-REFUND		3.49		
VEN010472	Darrell Woehler	APP095292	8/1/2022	950017370	TRASH-REFUND		43.40		
VEN010473	Stephen Socrates	APP095293	8/1/2022	950017370	TRASH-REFUND		3.20		
VEN010473	Stephen Socrates	APP095293	8/1/2022	950017370	TRASH-REFUND		39.69		
VEN010474	David and Sherry Spooner	APP095295	8/1/2022	950017370	TRASH-REFUND		3.26		
VEN010474	David and Sherry Spooner	APP095295	8/1/2022	950017370	TRASH-REFUND		40.54		
VEN010475	Tom Blastick	APP095296	8/1/2022	950017370	TRASH-REFUND		3.20		
VEN010475	Tom Blastick	APP095296	8/1/2022	950017370	TRASH-REFUND		39.69		
VEN007238	Susan Boss	APP095298	8/1/2022	950017370	TRASH-REFUND		3.03		
VEN007238	Susan Boss	APP095298	8/1/2022	950017370	TRASH-REFUND		37.67		
VEN010476	Dianne Skinner	APP095300	8/1/2022	950017370	TRASH-REFUND		3.03		
VEN010476	Dianne Skinner	APP095300	8/1/2022	950017370	TRASH-REFUND		37.67		
VEN010477	Kyle Malott	APP095301	8/1/2022	950017370	TRASH-REFUND		1.60		
VEN010477	Kyle Malott	APP095301	8/1/2022	950017370	TRASH-REFUND		15.81		
VEN010478	Wayne Ryska	APP095302	8/1/2022	950017370	TRASH-REFUND		3.23		
VEN010478	Wayne Ryska	APP095302	8/1/2022	950017370	TRASH-REFUND		40.13		
VEN010479	Mel Crago	APP095303	8/1/2022	950017370	TRASH-REFUND		3.03		
VEN010479	Mel Crago	APP095303	8/1/2022	950017370	TRASH-REFUND		37.67		
VEN010480	Justin Thomas	APP095304	8/1/2022	950017370	TRASH-REFUND		3.33		
VEN010480	Justin Thomas	APP095304	8/1/2022	950017370	TRASH-REFUND		41.35		
VEN010481	Kathy Garrison	APP095305	8/1/2022	950017370	TRASH-REFUND		3.26		
VEN010481	Kathy Garrison	APP095305	8/1/2022	950017370	TRASH-REFUND		40.54		
VEN010482	Clay Stevens	APP095306	8/1/2022	950017370	TRASH-REFUND		3.16		
VEN010482	Clay Stevens	APP095306	8/1/2022	950017370	TRASH-REFUND		39.31		
VEN010485	Geoffrey M and Kristi L Timmons	APP095309	8/1/2022	950017370	TRASH-REFUND		1.86		
VEN010485	Geoffrey M and Kristi L Timmons	APP095309	8/1/2022	950017370	TRASH-REFUND		23.09		
VEN010486	Chad G and Ashley L Thornton Morales	APP095310	8/1/2022	950017370	TRASH-REFUND		3.33		
VEN010486	Chad G and Ashley L Thornton Morales	APP095310	8/1/2022	950017370	TRASH-REFUND		41.35		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
950	**Trash**									
	Trash									
	VEN010487	Jessica Ross	APP095311	8/1/2022	950017370	TRASH-REFUND		3.36		
	VEN010487	Jessica Ross	APP095311	8/1/2022	950017370	TRASH-REFUND		41.76		
	VEN010488	Nick Stouder	APP095312	8/1/2022	950017370	TRASH-REFUND		3.33		
	VEN010488	Nick Stouder	APP095312	8/1/2022	950017370	TRASH-REFUND		41.35		
	VEN010489	Ravi Palusa	APP095313	8/1/2022	950017370	TRASH-REFUND		3.23		
	VEN010489	Ravi Palusa	APP095313	8/1/2022	950017370	TRASH-REFUND		40.13		
	VEN010490	Jonathan Cross	APP095314	8/1/2022	950017370	TRASH-REFUND		3.26		
	VEN010490	Jonathan Cross	APP095314	8/1/2022	950017370	TRASH-REFUND		40.54		
	VEN010492	PMC SFR Holdings LLC	APP095316	8/1/2022	950017370	TRASH-REFUND		5.84		
	VEN010492	PMC SFR Holdings LLC	APP095316	8/1/2022	950017370	TRASH-REFUND		72.50		
	VEN010493	Kaitlyn Tisdall	APP095317	8/1/2022	950017370	TRASH-REFUND		3.36		
	VEN010493	Kaitlyn Tisdall	APP095317	8/1/2022	950017370	TRASH-REFUND		41.76		
	VEN010494	Levi Hiatt	APP095318	8/1/2022	950017370	TRASH-REFUND		3.03		
	VEN010494	Levi Hiatt	APP095318	8/1/2022	950017370	TRASH-REFUND		37.67		
	VEN010495	Michelle Anderson and Marc Schwind	APP095319	8/1/2022	950017370	TRASH-REFUND		3.46		
	VEN010495	Michelle Anderson and Marc Schwind	APP095319	8/1/2022	950017370	TRASH-REFUND		42.99		
	VEN010496	Elizabeth Henson	APP095320	8/1/2022	950017370	TRASH-REFUND		3.33		
	VEN010496	Elizabeth Henson	APP095320	8/1/2022	950017370	TRASH-REFUND		41.35		
	VEN010497	Susan Carlson	APP095321	8/1/2022	950017370	TRASH-REFUND		3.03		
	VEN010497	Susan Carlson	APP095321	8/1/2022	950017370	TRASH-REFUND		37.67		
	VEN010499	Lorraine Sun	APP095323	8/1/2022	950017370	TRASH-REFUND		5.51		
	VEN010499	Lorraine Sun	APP095323	8/1/2022	950017370	TRASH-REFUND		68.45		
	VEN010500	Sam Kwok	APP095324	8/1/2022	950017370	TRASH-REFUND		3.03		
	VEN010500	Sam Kwok	APP095324	8/1/2022	950017370	TRASH-REFUND		37.67		
	VEN001637	Ray's Trash Service	APP095340	8/1/2022	950017851	TRASH-RES QRTLY FEE CO	Julys Collection	82,647.07		
	Subtotal for Trash							**87,927.28**		
Subtotal for Fund 950 Trash								**87,927.28**		
Posted Invoices Total								**5,882,496.44**		

Report Date Range:

Un-Posted Invoices

Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No.	**Fund Name**							
264	**Road and Street Improvement (Road Impact)**							
	Public Works							
VEN002106	Westfield Investment Company LP	APIl0005621	8/3/2022	264013474	Road Impact-Construction Co	Road Impact-Construction Co	102,338.00	Approval Pending
	Subtotal for Public Works						**102,338.00**	
Subtotal by Fund 264 Road and Street Improvement (Road Impact)							**102,338.00**	
Un-Posted Invoices Total							**102,338.00**	

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	**Fund Name**						
900	**Stormwater**						
	Stormwater						
VEN010364	Anny Uzcategui	ACP002437	7/14/2022	900016370	StormWater-Refund	Storm-Refund	6.17
	Subtotal for						**6.17**
Subtotal by Fund 900 Stormwater							**6.17**
Fund No.	**Fund Name**						
950	**Trash**						
	Trash						
VEN010364	Anny Uzcategui	ACP002437	7/14/2022	950017370	Trash-Refund	Trash-Refund	1.48
VEN010364	Anny Uzcategui	ACP002437	7/14/2022	950017370	Trash-Refund	Trash-Refund	18.43
	Subtotal for						**19.91**
Subtotal by Fund 950 Trash							**19.91**
Credit Memo Total							**26.08**

Purchase Card Register
City of Westfield

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Administration								
VEN007107	Prevail	GJPCARD0087987	8/2/2022	101001347	Adm-Promotions	PREVAIL GALA TABLE SP	2,500.00		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0088192	8/2/2022	101001333	Adm-Postage	OVERNIGHT MAIL SEP P	26.95		
VEN001820	SQUARE, INC.	GJPCARD0088212	8/2/2022	101001347	Adm-Promotions	FOOD FOR ALL CITY LU	400.70		
912183967	DOCUSIGN INC	GJPCARD0088238	8/2/2022	101001349	Adm-Services	DOCUSIGN ESIGNATURE	3,045.12		
Subtotal for Administration							**5,972.77**		
	Police								
VEN001337	Menards	GJPCARD0087951	8/2/2022	101002224	Police-Operating Supplies	BATTERIES	39.96		
820544687	AMAZON.COM, INC.	GJPCARD0087952	8/2/2022	101002472	Police-Equipment	SEARCH GLOVES	117.72		
202936165	AMAZON.COM, INC.	GJPCARD0087955	8/2/2022	101002224	Police-Operating Supplies	FLASH DRIVES AND MAN	502.78		
202936165	AMAZON.COM, INC.	GJPCARD0087963	8/2/2022	101002224	Police-Operating Supplies	USB FLASH DRIVES-PRO	34.98		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0087965	8/2/2022	101002224	Police-Operating Supplies	ITEMS FOR COLTS CAM	82.69		
852055324	THAI DELIGHT RESTAURANT L	GJPCARD0087966	8/2/2022	101002334	Police-Travel/Training/Semina	NEW SERGEANT ONBOA	107.16		
830454289	FEDEX TECHCONNECT INC	GJPCARD0087969	8/2/2022	101002224	Police-Operating Supplies	SHIPPING BOX	3.48		
431685651	GRACELAND COLLEGE CENTER	GJPCARD0087976	8/2/2022	101002334	Police-Travel/Training/Semina	ACCELERATED MICROS	999.00		
VEN004513	Evident	GJPCARD0087978	8/2/2022	101002224	Police-Operating Supplies	SEALING TAPE, RED EVI	141.61		
522261790	THOMSON REUTERS U.S. LLC	GJPCARD0087979	8/2/2022	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	736.45		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0087986	8/2/2022	101002333	Police-Postage	CERTIFIED TO BMV	12.60		
844587205	JMJ PONTE VERDRA LLC	GJPCARD0087996	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	23.07		
VEN000992	INDIANAPOLIS AIRPORT AUTH	GJPCARD0087997	8/2/2022	101002334	Police-Travel/Training/Semina	PARKING DURING TRAIN	160.00		
814127326	VALLEY SMOKE RESTAURANT,	GJPCARD0088001	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	50.20		
760140292	BUC-EE'S LTD	GJPCARD0088009	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	24.42		
384061754	ARLO TECHNOLOGIES, INC.	GJPCARD0088010	8/2/2022	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	61.95		
852991872	AS INVESTMENT GROUP LLC	GJPCARD0088021	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	49.05		
821962949	MISSION BBQ DEPTFORD, NJ,	GJPCARD0088029	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	5.11		
VEN000384	CHICK-FIL-A CORP	GJPCARD0088035	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	8.87		
800861734	FIVERR LIMITED	GJPCARD0088051	8/2/2022	101002349	Police-Services	LOGO MAKER FOR VOLU	15.00		
800861734	FIVERR LIMITED	GJPCARD0088052	8/2/2022	101002349	Police-Services	LOGO MAKER FOR VOLU	55.00		
841915951	ANEJO 2 OF PONTE VEDRA CO	GJPCARD0088054	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	50.54		
202936165	AMAZON.COM, INC.	GJPCARD0088059	8/2/2022	101002345	Police-Equip Repair	REPLACEMENT FLASHLI	143.96		
743148348	ZOE'S FLORIDA, LLC	GJPCARD0088062	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	18.68		
550878287	PIZZALLEYS LLC	GJPCARD0088063	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	40.21		
470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0088066	8/2/2022	101002345	Police-Equip Repair	WASHER FLUID AND WI	175.83		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
101	**General**									
	Police									
	202936165	AMAZON.COM, INC.	GJPCARD0088068	8/2/2022	101002472	Police-Equipment	IPAD SCREEN PROTECT	26.88		
	522258697	ABERCROMBIE FITCH	GJPCARD0088069	8/2/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING -	67.20		
	204928609	MADEWELL INC	GJPCARD0088070	8/2/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING -	120.97		
	510297083	ANN TAYLOR INC	GJPCARD0088071	8/2/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING -	139.05		
	611443499	5.11 INC	GJPCARD0088072	8/2/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING -	167.99		
	310746639	DSW INC.	GJPCARD0088073	8/2/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING -	48.99		
	202936165	AMAZON.COM, INC.	GJPCARD0088076	8/2/2022	101002472	Police-Equipment	EXCHANGED IPAD PROT	-8.95		
	202936165	AMAZON.COM, INC.	GJPCARD0088086	8/2/2022	101002472	Police-Equipment	IPAD WIRELESS KEYBOA	133.98		
	202936165	AMAZON.COM, INC.	GJPCARD0088087	8/2/2022	101002472	Police-Equipment	IPAD WIRELESS KEYBOA	57.96		
	760140292	BUC-EE'S LTD	GJPCARD0088088	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	15.15		
	821962949	MISSION BBQ DEPTFORD, NJ,	GJPCARD0088089	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	21.97		
	VEN002025	University of Louisville	GJPCARD0088090	8/2/2022	101002334	Police-Travel/Training/Semina	THE HIRING PROCESS A	420.00		
	820544687	AMAZON.COM, INC.	GJPCARD0088091	8/2/2022	101002223	Police-Office Supplies	3-HOLE PUNCH	21.22		
	VEN002025	University of Louisville	GJPCARD0088095	8/2/2022	101002334	Police-Travel/Training/Semina	THE HIRING PROCESS A	420.00		
	262827302	PALM VALLEY FISH CAMP, IN	GJPCARD0088097	8/2/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	59.19		
	VEN000946	IN BMV VEHICLE SER	GJPCARD0088111	8/2/2022	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	65.99		
	202936165	AMAZON.COM, INC.	GJPCARD0088122	8/2/2022	101002224	Police-Operating Supplies	ROAD TECH CAMERA BA	89.97		
	202936165	AMAZON.COM, INC.	GJPCARD0088164	8/2/2022	101002229	Police-Uniforms	UNIFORM BOOTS	99.51		
	VEN001337	Menards	GJPCARD0088168	8/2/2022	101002343	Police-Building Maintenance	SPLIT - POLICE - WATER	14.05		
	VEN001337	Menards	GJPCARD0088196	8/2/2022	101002343	Police-Building Maintenance	SPLIT - POLICE - LIGHT B	12.46		
	202936165	AMAZON.COM, INC.	GJPCARD0088204	8/2/2022	101002224	Police-Operating Supplies	DRY ERASE BOARD	69.59		
	VEN001983	Tractor Supply Company	GJPCARD0088211	8/2/2022	101002355	Police-K-9 Maint	DOG FOOD	99.98		
	202936165	AMAZON.COM, INC.	GJPCARD0088240	8/2/2022	101002224	Police-Operating Supplies	PORTABLE HEATER, OF	638.53		
	311657386	CITY BARBEQUE LLC	GJPCARD0088253	8/2/2022	101002334	Police-Travel/Training/Semina	ICAC MEETING/TRAININ	52.27		
	201707423	JAKE LAIRD MEMORIAL FUND	GJPCARD0088263	8/2/2022	101002347	Police-Promotions	JAKE LAIRD MEMORIAL	500.00		
	VEN006898	Supply Warehouse Inc	GJPCARD0088264	8/2/2022	101002224	Police-Operating Supplies	TOWEL ROLLS, SOAP, F	632.86		
	852055324	THAI DELIGHT RESTAURANT L	GJPCARD0088272	8/2/2022	101002347	Police-Promotions	NEW OFFICER SWEARIN	109.78		
	VEN000555	DICK'S CLOTHING&SPORTING	GJPCARD0088276	8/2/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING-T	55.00		
	030215459	THE ORVIS COMPANY, INC	GJPCARD0088277	8/2/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING-T	226.98		
	202936165	AMAZON.COM, INC.	GJPCARD0088278	8/2/2022	101002224	Police-Operating Supplies	MONITOR MOUNT DESK	99.99		
	202936165	AMAZON.COM, INC.	GJPCARD0088280	8/2/2022	101002224	Police-Operating Supplies	ADJUSTABLE STANDING	293.99		
	351715910	HABITAT FOR HUMANITY OF G	GJPCARD0088282	8/2/2022	101002343	Police-Building Maintenance	DETECTIVE OFFICE CABI	53.50		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
101	**General**									
	Police									
	470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0088290	8/2/2022	101002360	Police-Vehicle Repair	WIPER BLADES	169.99		
	371912806	DETECTACHEM, INC.	GJPCARD0088295	8/2/2022	101002472	Police-Equipment	MULTI-DRUG TEST POU	190.26		
	161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0088301	8/2/2022	101002224	Police-Operating Supplies	ITEMS FOR WR4	43.20		
	820544687	AMAZON.COM, INC.	GJPCARD0088317	8/2/2022	101002229	Police-Uniforms	UNIFORM BOOTS	100.00		
	020809769	HULU, LLC	GJPCARD0088326	8/2/2022	101002349	Police-Services	MONTHLY STATEMENT	85.98		
	202936165	AMAZON.COM, INC.	GJPCARD0088339	8/2/2022	101002345	Police-Equip Repair	AC ADAPTER/CHARGER	12.99		
	Subtotal for Police							**9,088.79**		
	Economic and Community Development									
	770510487	PAYPAL	GJPCARD0087961	8/2/2022	101003350	ECD-Subscriptions/Dues	AICP.MEMBERSHIP#3330	255.00		
	770510487	PAYPAL	GJPCARD0087962	8/2/2022	101003350	ECD-Subscriptions/Dues	APA.MEMBERSHIP#33104	419.00		
	770510487	PAYPAL	GJPCARD0087974	8/2/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	26.14		
	VEN007388	Boone County Resource	GJPCARD0087975	8/2/2022	101003349	ECD-Services	BCRRS.CODEENF_WAS	585.00		
	202936165	AMAZON.COM, INC.	GJPCARD0088203	8/2/2022	101003223	ECD-Office Supplies	AMAZON#4657831_OFFI	93.06		
	202936165	AMAZON.COM, INC.	GJPCARD0088208	8/2/2022	101003223	ECD-Office Supplies	AMAZON#2103468_OFFI	30.95		
	202936165	AMAZON.COM, INC.	GJPCARD0088209	8/2/2022	101003223	ECD-Office Supplies	AMAZON#4657831_OFFI	23.90		
	202936165	AMAZON.COM, INC.	GJPCARD0088210	8/2/2022	101003223	ECD-Office Supplies	AMAZON#9118668_OFFI	10.99		
	352010247	INDIANA ASSOCIATION FOR F	GJPCARD0088292	8/2/2022	101003350	ECD-Subscriptions/Dues	INAFSM#3590_MEMBERS	40.00		
	770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0088293	8/2/2022	101003310	ECD-Planning Consulting	INNOV_PLNG.LLC#1119_	1,290.00		
	Subtotal for Economic and Community Development							**2,774.04**		
	Parks									
	204898921	ETSY IRELAND	GJPCARD0087956	8/2/2022	101005347	Parks-Promotion	ARTIFACTS FOR CUISIN	136.95		
	202936165	AMAZON.COM, INC.	GJPCARD0087988	8/2/2022	101005472	Parks-Equipment	PLASTIC A FRAME SIGNS	529.95		
	331066990	WELCOMEMAT SERVICES INC	GJPCARD0088008	8/2/2022	101005349	Parks-Services	Parks-Services	115.29		
	770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0088181	8/2/2022	101005347	Parks-Promotion	STAGE COVERING FOR	5,470.00		
	VEN001637	Ray's Trash Service	GJPCARD0088260	8/2/2022	101005347	Parks-Promotion	EVENT TRASH BAGS	240.00		
	261666629	FREUND FAMILY FOOD LLC	GJPCARD0088302	8/2/2022	101005347	Parks-Promotion	WR4 STAFF MEAL	9.63		
	VEN001820	SQUARE, INC.	GJPCARD0088303	8/2/2022	101005347	Parks-Promotion	WR4 STAFF MEAL	2.00		
	VEN001820	SQUARE, INC.	GJPCARD0088307	8/2/2022	101005347	Parks-Promotion	WR4 STAFF MEAL	60.00		
	201665019	FACEBOOK INC.	GJPCARD0088308	8/2/2022	101005349	Parks-Services	WR4 FACEBOOK AD	50.00		
	462967004	FINNER LLC	GJPCARD0088309	8/2/2022	101005347	Parks-Promotion	Parks-Promotion	61.36		
	161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0088312	8/2/2022	101005347	Parks-Promotion	WR4 - FOOD/SNACKS F	63.54		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Parks								
VEN000480	CSI Signs	GJPCARD0088314	8/2/2022	101005347	Parks-Promotion	EVENT SIGNAGE	188.97		
201665019	FACEBOOK INC.	GJPCARD0088338	8/2/2022	101005349	Parks-Services	FACEBOOK AD FOR WR	35.48		
202936165	AMAZON.COM, INC.	GJPCARD0088344	8/2/2022	101005347	Parks-Promotion	EVENT SUPPLIES - FIRS	69.40		
202936165	AMAZON.COM, INC.	GJPCARD0088345	8/2/2022	101005347	Parks-Promotion	EVENT SUPPLIES - STOR	101.94		
VEN003173	AMAZON MKTPLACE	GJPCARD0088350	8/2/2022	101005223	Parks-Office Supplies	Parks-Office Supplies	45.65		
VEN008128	BLOOMERANG	GJPCARD0088351	8/2/2022	101005347	Parks-Promotion	Parks-Promotion	10.00		
Subtotal for Parks							**7,190.16**		
Economic Dev									
VEN001536	PAYPAL	GJPCARD0088352	8/2/2022	101006350	Economic Dev-Subscrip/Dues	Economic Dev-Subscrip/D	500.00		
Subtotal for Economic Dev							**500.00**		
Informatics									
202936165	AMAZON.COM, INC.	GJPCARD0087919	8/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	207.90		
204503251	CLEVERBRIDGE, INC.	GJPCARD0087930	8/2/2022	101007451	IT-Computer/Equip	IT-Computer/Equip	1,070.00		
820544687	AMAZON.COM, INC.	GJPCARD0087932	8/2/2022	101007451	IT-Computer/Equip	2X OTTERBOX COMMUT	45.90		
820544687	AMAZON.COM, INC.	GJPCARD0087933	8/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	7.64		
VEN002175	ZoHo Corporation	GJPCARD0087948	8/2/2022	101007349	IT-Services	IT-Services	424.00		
202936165	AMAZON.COM, INC.	GJPCARD0087949	8/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	314.76		
202936165	AMAZON.COM, INC.	GJPCARD0087972	8/2/2022	101007451	IT-Computer/Equip	LOGITECH WIRELESS T	29.99		
VEN000718	FORMSPRING LLC	GJPCARD0087992	8/2/2022	101007389	IT-Software Licensing	MONTHLY RENEWAL	105.93		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0087993	8/2/2022	101007223	IT-Office Supplies	NUMBERS FOR MAILBOX	32.70		
843871927	LOS AGAVE	GJPCARD0087994	8/2/2022	101007347	IT-Promotion	WI-FI PLANNING LUNCH	85.31		
VEN001815	Speedway Superamerica	GJPCARD0087995	8/2/2022	101007347	IT-Promotion	ICE FOR CAMP SETUP	5.49		
860850417	GODADDY.COM LLC	GJPCARD0087999	8/2/2022	101007389	IT-Software Licensing	WESTFIELDREADY.ORG	62.32		
202936165	AMAZON.COM, INC.	GJPCARD0088000	8/2/2022	101007451	IT-Computer/Equip	5X LIGHTNING CABLES A	109.70		
VEN001815	Speedway Superamerica	GJPCARD0088020	8/2/2022	101007347	IT-Promotion	ICE, GATORADE, WATER	24.32		
202936165	AMAZON.COM, INC.	GJPCARD0088033	8/2/2022	101007451	IT-Computer/Equip	REPLACEMENT WIRELE	2,702.70		
843871927	LOS AGAVE	GJPCARD0088034	8/2/2022	101007347	IT-Promotion	CC WIFI PLANNING SAM,	69.77		
VEN001337	Menards	GJPCARD0088041	8/2/2022	101007451	IT-Computer/Equip	CAMP TOOLS AND SUPP	312.93		
202936165	AMAZON.COM, INC.	GJPCARD0088045	8/2/2022	101007451	IT-Computer/Equip	CAT7 CABLES FOR ACC	399.96		
VEN001815	Speedway Superamerica	GJPCARD0088053	8/2/2022	101007347	IT-Promotion	ICE FOR CAMP SETUP	5.49		
VEN000416	CLANCYS INC	GJPCARD0088060	8/2/2022	101007347	IT-Promotion	WIFI NETWORK PLANNI	83.49		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0088061	8/2/2022	101007347	IT-Promotion	DRINKS AND ICE FOR C	60.09		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
101	**General**									
	Informatics									
	843871927	LOS AGAVE	GJPCARD0088096	8/2/2022	101007347	IT-Promotion	NETWORK PLANNING M	65.59		
	VEN001301	MARRIOTT MANAGEMENT SRVC	GJPCARD0088098	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	2,052.45		
	452647441	UBER TECHNOLOGIES, INC.	GJPCARD0088103	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	67.90		
	452647441	UBER TECHNOLOGIES, INC.	GJPCARD0088106	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	7.79		
	820544687	AMAZON.COM, INC.	GJPCARD0088107	8/2/2022	101007451	IT-Computer/Equip	TCL 32IN TV FOR FIRE	148.00		
	843871927	LOS AGAVE	GJPCARD0088121	8/2/2022	101007347	IT-Promotion	COLT CITY LUNCH BRYA	91.76		
	VEN001301	MARRIOTT MANAGEMENT SRVC	GJPCARD0088130	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	13.85		
	611648780	ZOOM VIDEO COMMUNICATIONS	GJPCARD0088131	8/2/2022	101007389	IT-Software Licensing	JULY BACKUP ZOOM	140.00		
	820544687	AMAZON.COM, INC.	GJPCARD0088132	8/2/2022	101007451	IT-Computer/Equip	TV MOUNTS	114.80		
	753060201	CHLN INC	GJPCARD0088133	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	69.65		
	462852392	PALO ALTO DELIVERY INC.	GJPCARD0088134	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	58.20		
	VEN001301	MARRIOTT MANAGEMENT SRVC	GJPCARD0088136	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	19.16		
	202936165	AMAZON.COM, INC.	GJPCARD0088150	8/2/2022	101007451	IT-Computer/Equip	TLC 32IN TV FOR POLIC	140.49		
	330869796	MARIONS FISH MARKET INC	GJPCARD0088151	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	25.00		
	VEN001301	MARRIOTT MANAGEMENT SRVC	GJPCARD0088153	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	19.16		
	330648863	BUSALACCHI-ZIZZO INC	GJPCARD0088154	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	43.73		
	VEN005135	FP Mailing Solutions	GJPCARD0088159	8/2/2022	101007333	IT-Postage	POSTAGE FOR THE CITY	1,035.00		
	VEN005135	FP Mailing Solutions	GJPCARD0088160	8/2/2022	101007333	IT-Postage	POSTAGE FOR THE CITY	1,035.00		
	882011942	TOAST INC	GJPCARD0088166	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	25.09		
	942212278	THE BRIGANTINE, INC.	GJPCARD0088169	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	61.18		
	VEN001301	MARRIOTT MANAGEMENT SRVC	GJPCARD0088170	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	18.09		
	953449443	WATERVIEW RESTAURANTS INC	GJPCARD0088193	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	38.47		
	942212278	THE BRIGANTINE, INC.	GJPCARD0088200	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	47.87		
	VEN001301	MARRIOTT MANAGEMENT SRVC	GJPCARD0088201	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	23.20		
	VEN001301	MARRIOTT MANAGEMENT SRVC	GJPCARD0088202	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	17.09		
	452647441	UBER TECHNOLOGIES, INC.	GJPCARD0088224	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	38.99		
	811335285	WASABI TECHNOLOGIES	GJPCARD0088230	8/2/2022	101007349	IT-Services	HOT CLOUD STORAGE F	6.09		
	202936165	AMAZON.COM, INC.	GJPCARD0088231	8/2/2022	101007451	IT-Computer/Equip	6X DISPLAYPORT TO HD	86.28		
	137512901		GJPCARD0088232	8/2/2022	101007334	IT-Travel/Training/Seminars	ESRI INTERNATIONAL U	22.97		
	820544687	AMAZON.COM, INC.	GJPCARD0088237	8/2/2022	101007223	IT-Office Supplies	PAPER TOWEL FOR UPP	31.88		
	202936165	AMAZON.COM, INC.	GJPCARD0088252	8/2/2022	101007451	IT-Computer/Equip	STATION 82 REPLACEME	1,441.42		
	820544687	AMAZON.COM, INC.	GJPCARD0088259	8/2/2022	101007223	IT-Office Supplies	GJP CAFE BASEMENT W	74.99		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Informatics								
770430924	PAYPAL	GJPCARD0088287	8/2/2022	101007389	IT-Software Licensing	EMAIL SSL CERTIFICATE	437.50		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0088320	8/2/2022	101007331	IT-Consulting	CRM ENCROUACHMENT	10,023.75		
820544687	AMAZON.COM, INC.	GJPCARD0088322	8/2/2022	101007451	IT-Computer/Equip	TF ACCESS CONTROL U	556.95		
VEN001337	Menards	GJPCARD0088327	8/2/2022	101007451	IT-Computer/Equip	COLTS CITY TOOLS	62.63		
260097223	TIGGEE,LLC	GJPCARD0088329	8/2/2022	101007389	IT-Software Licensing	PUBLIC DNS	9.92		
820544687	AMAZON.COM, INC.	GJPCARD0088334	8/2/2022	101007451	IT-Computer/Equip	RACK UPS BATTERY RE	286.90		
202936165	AMAZON.COM, INC.	GJPCARD0088335	8/2/2022	101007389	IT-Software Licensing	UPS BATTERIES	499.98		
Subtotal for Informatics							**25,119.16**		
	Clerk Treasurer								
351851785	JONATHAN ENTERTAINMENT CO	GJPCARD0088328	8/2/2022	101008347	CT-Promotions	CT LUNCH MEETING W	50.35		
Subtotal for Clerk Treasurer							**50.35**		
	City Council								
593451625	JOY ROCKWELL ENTERPRISES	GJPCARD0088319	8/2/2022	101010347	City Council-Promotions	POSTCARDS	5,196.80		
Subtotal for City Council							**5,196.80**		
	Public Works								
VEN000946	IN BMV VEHICLE SER	GJPCARD0087920	8/2/2022	101013350	PW-Subs/Dues	RENEWING MICHAEL PE	105.56		
202936165	AMAZON.COM, INC.	GJPCARD0087921	8/2/2022	101013224	PW-Operating Supplies	GJP CAFE SUPPLIES	197.58		
202936165	AMAZON.COM, INC.	GJPCARD0087922	8/2/2022	101013224	PW-Operating Supplies	GJP CAFE OPERATING S	50.95		
941351799	EWING IRRIGATION PRODUCT	GJPCARD0087924	8/2/2022	101013224	PW-Operating Supplies	INV. #17430932 WEED SP	351.44		
VEN008108	Kimball Midwest	GJPCARD0087926	8/2/2022	101013224	PW-Operating Supplies	INV. #100151163 INSECT	119.40		
844332073	WESTFIELD ACE, LLC	GJPCARD0087935	8/2/2022	101013224	PW-Operating Supplies	CLEANER TIP WASP HO	23.71		
820544687	AMAZON.COM, INC.	GJPCARD0087938	8/2/2022	101013472	PW-Equipment	STANCHIONS FOR GRAN	200.00		
VEN001983	Tractor Supply Company	GJPCARD0087947	8/2/2022	101013224	PW-Operating Supplies	ROUND UP FOR GRAND	189.99		
VEN000365	Chapman Electric Supply	GJPCARD0087957	8/2/2022	101013343	PW-Bldg Maint	PW EXIT LIGHTS	22.10		
VEN001337	Menards	GJPCARD0087968	8/2/2022	101013343	PW-Bldg Maint	SPLIT - PW - MILL STREE	34.99		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0087973	8/2/2022	101013224	PW-Operating Supplies	INV. 223743 REPAIR OF C	55.50		
844332073	WESTFIELD ACE, LLC	GJPCARD0088006	8/2/2022	101013224	PW-Operating Supplies	191ST ST. SIGNAGE	20.85		
844332073	WESTFIELD ACE, LLC	GJPCARD0088007	8/2/2022	101013224	PW-Operating Supplies	191ST ST. SIGNAGE	41.88		
VEN008108	Kimball Midwest	GJPCARD0088013	8/2/2022	101013224	PW-Operating Supplies	INV. #100131260 - DEGRE	219.62		
VEN001337	Menards	GJPCARD0088027	8/2/2022	101013343	PW-Bldg Maint	RETURN DOOR CLOSER	-73.99		
202936165	AMAZON.COM, INC.	GJPCARD0088046	8/2/2022	101013224	PW-Operating Supplies	TRUCK ORGANIZER	34.95		
800678125	BPI ENTERPRISES, LLC	GJPCARD0088056	8/2/2022	101013343	PW-Bldg Maint	EXIT LIGHT BATTERIES -	129.36		

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Fund No.	**Fund Name**									
101	**General**									
	Public Works									
	710415188	WAL-MART STORES, INC.	GJPCARD0088057	8/2/2022	101013472	PW-Equipment	EQUIPMENT FOR PUBLIC	57.48		
	VEN001337	Menards	GJPCARD0088065	8/2/2022	101013224	PW-Operating Supplies	SPLIT - SUPPLIES FOR S	118.48		
	VEN001337	Menards	GJPCARD0088081	8/2/2022	101013343	PW-Bldg Maint	DOOR CLOSER	73.99		
	VEN001337	Menards	GJPCARD0088082	8/2/2022	101013224	PW-Operating Supplies	PAINT SUPPLIES FOR G	74.92		
	800678125	BPI ENTERPRISES, LLC	GJPCARD0088092	8/2/2022	101013343	PW-Bldg Maint	EXIT LIGHT BATTERY	67.04		
	VEN000946	IN BMV VEHICLE SER	GJPCARD0088112	8/2/2022	101013343	PW-Bldg Maint	CITY SERVICES AND PU	131.98		
	VEN009986	Best Times Ahead LLC	GJPCARD0088115	8/2/2022	101013347	PW-Promotions	JULY BIRTHDAY LUNCH (	120.21		
	VEN001337	Menards	GJPCARD0088117	8/2/2022	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS -	22.45		
	351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0088118	8/2/2022	101013224	PW-Operating Supplies	INV. N222650 WEED EAT	1,195.68		
	440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088123	8/2/2022	101013224	PW-Operating Supplies	SPLIT - SHOP SUPPLIES	12.34		
	VEN001337	Menards	GJPCARD0088125	8/2/2022	101013224	PW-Operating Supplies	PAINT SUPPLIES FOR P	57.14		
	VEN001337	Menards	GJPCARD0088126	8/2/2022	101013224	PW-Operating Supplies	PAINT SUPPLIES FOR P	20.95		
	820544687	AMAZON.COM, INC.	GJPCARD0088137	8/2/2022	101013224	PW-Operating Supplies	CLEANING TOWELS	44.82		
	820544687	AMAZON.COM, INC.	GJPCARD0088138	8/2/2022	101013224	PW-Operating Supplies	WORK TRUCK-CLEANIN	25.76		
	560748358	LOWES COMPANIES, INC.	GJPCARD0088144	8/2/2022	101013472	PW-Equipment	HOSE FOR GRAND JUNC	81.96		
	383740317	CURRENT PUBLISHING LLC	GJPCARD0088155	8/2/2022	101013333	PW-Postage	INV. #65995 PUBLIC NOTI	49.74		
	202936165	AMAZON.COM, INC.	GJPCARD0088158	8/2/2022	101013345	PW-Equip Repair	PLAYGROUND REPAIR T	220.55		
	440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088171	8/2/2022	101013224	PW-Operating Supplies	INV. #4333-129329 SHOP	90.74		
	560748358	LOWES COMPANIES, INC.	GJPCARD0088176	8/2/2022	101013472	PW-Equipment	BROOM, RAKE, SHOP VA	153.32		
	770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0088178	8/2/2022	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS -	73.83		
	VEN001337	Menards	GJPCARD0088198	8/2/2022	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS -	23.58		
	VEN001476	Office Depot	GJPCARD0088215	8/2/2022	101013223	PW-Office Supplies	OFFICE SUPPLIES	81.45		
	202936165	AMAZON.COM, INC.	GJPCARD0088218	8/2/2022	101013229	PW-Uniforms	WORK BOOTS FOR REN	106.02		
	VEN001983	Tractor Supply Company	GJPCARD0088219	8/2/2022	101013224	PW-Operating Supplies	DEFOAMER ANTIFOAMIN	16.99		
	941351799	EWING IRRIGATION PRODUCT	GJPCARD0088220	8/2/2022	101013224	PW-Operating Supplies	INV. #17278929 ROUND U	395.23		
	VEN001337	Menards	GJPCARD0088244	8/2/2022	101013224	PW-Operating Supplies	FRIDGE FOR STREET BA	650.96		
	VEN001337	Menards	GJPCARD0088258	8/2/2022	101013224	PW-Operating Supplies	GARDEN HOSES (RETUR	-99.98		
	844332073	WESTFIELD ACE, LLC	GJPCARD0088262	8/2/2022	101013224	PW-Operating Supplies	WEED EATER REPAIR P	29.69		
	VEN000733	Freije Engineered Solutions Co	GJPCARD0088265	8/2/2022	101013343	PW-Bldg Maint	BLOWER WHEEL FOR A	98.82		
	VEN001337	Menards	GJPCARD0088273	8/2/2022	101013224	PW-Operating Supplies	GARDEN HOSES (RETUR	117.92		
	440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088274	8/2/2022	101013224	PW-Operating Supplies	INV. #4333-128212 FUSE	9.98		
	VEN000365	Chapman Electric Supply	GJPCARD0088281	8/2/2022	101013343	PW-Bldg Maint	CITY HALL LIGHTS	43.14		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Public Works								
844332073	WESTFIELD ACE, LLC	GJPCARD0088288	8/2/2022	101013224	PW-Operating Supplies	SWIVEL HOSE	80.99		
941351799	EWING IRRIGATION PRODUCT	GJPCARD0088289	8/2/2022	101013345	PW-Equip Repair	INV. #17238175 IRRIGATI	80.08		
VEN002247	THE PAPER OF MONTGOMERY	GJPCARD0088353	8/2/2022	101013223	PW-Office Supplies	PW-Office Supplies	59.41		
Subtotal for Public Works							**6,111.55**		
	Communications								
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0087989	8/2/2022	101020350	Comm-Dues membership	MAILCHIMP ACCOUNT F	59.00		
VEN000416	CLANCYS INC	GJPCARD0088038	8/2/2022	101020347	Comm-Promotions	BUSINESS LUNCH WITH	85.67		
472390983	GANNETT CO., INC.	GJPCARD0088099	8/2/2022	101020350	Comm-Dues membership	INDY STAR ACCOUNT F	9.99		
VEN000894	HOBBY LOBBY STORES INC	GJPCARD0088113	8/2/2022	101020223	Comm- Office supp	OFFICE SUPPLIES	45.45		
VEN001476	Office Depot	GJPCARD0088114	8/2/2022	101020223	Comm- Office supp	OFFICE SUPPLIES	93.51		
VEN007922	Kroger Limited Partnership	GJPCARD0088185	8/2/2022	101020347	Comm-Promotions	DRINKS FOR TEAM COO	69.73		
202936165	AMAZON.COM, INC.	GJPCARD0088206	8/2/2022	101020347	Comm-Promotions	GRILL BRUSH + SEASONI	21.38		
VEN010470	Cision US Inc	GJPCARD0088294	8/2/2022	101020331	Comm- Consult	CISION IS THE REPLACE	3,840.01		
350412920	GREATER INDIANAPOLIS CHAM	GJPCARD0088340	8/2/2022	101020347	Comm-Promotions	ENTRY FEE FOR INDY C	125.00		
VEN003173	AMAZON MKTPLACE	GJPCARD0088354	8/2/2022	101020223	Comm- Office supp	Comm-Office Supply	69.33		
Subtotal for Communications							**4,419.07**		
	Customer Service								
042896127	STAPLES INC	GJPCARD0088235	8/2/2022	101021223	Customer serv- office supp	GS SUPPIES ORDER	103.19		
814695314	CHIBA WESTFIELD LLC	GJPCARD0088268	8/2/2022	101021347	Cust Serv-Promo	GS EMPLOYEE ENGAGE	43.52		
Subtotal for Customer Service							**146.71**		
	Human Resources								
351118078	HUMAN RESOURCE ASSOCIATI	GJPCARD0087981	8/2/2022	101022350	HR-Dues membership	ANNUAL INDY SHRM DU	75.00		
351118078	HUMAN RESOURCE ASSOCIATI	GJPCARD0087990	8/2/2022	101022334	HR- Training	INDYSHRM- TRAINING FL	250.00		
VEN001476	Office Depot	GJPCARD0088030	8/2/2022	101022223	HR- Office supp	ENVELOPE MOISTENER	26.48		
811436574	HITTLE FLORAL DESIGN LLC	GJPCARD0088186	8/2/2022	101022347	HR- Promotions	HITTLE FLORAL DESIGN	25.95		
VEN001820	SQUARE, INC.	GJPCARD0088187	8/2/2022	101022347	HR- Promotions	RIVET COFFEE GIFT BA	42.50		
Subtotal for Human Resources							**419.93**		
Subtotal for Fund 101 General							**66,989.33**		

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**								
111	**Food and Beverage Tax**								
	Grand Park								
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0088039	8/2/2022	111015349	Food/Bev GP-Constract Ser	COLTS CAMP STAFF ME	28.05		
VEN001983	Tractor Supply Company	GJPCARD0088050	8/2/2022	111015472	Food/Bev GP-Equip	ZIP TIES FOR COLTS CA	43.96		
Subtotal for Grand Park							**72.01**		
	Sport Campus Indoor Event Ctr								
202936165	AMAZON.COM, INC.	GJPCARD0087998	8/2/2022	111023224	Food/Bev GP Indoor-Oper Sup	PARKING OPERATION S	41.95		
Subtotal for Sport Campus Indoor Event Ctr							**41.95**		
Subtotal for Fund 111 Food and Beverage Tax							**113.96**		
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
989898989	GALLS LLC	GJPCARD0087925	8/2/2022	201013345	MVH-Equip Repair	CREDIT TAX BACK ON IN	-25.15		
844332073	WESTFIELD ACE, LLC	GJPCARD0087934	8/2/2022	201013345	MVH-Equip Repair	STREET SWEEPER REP	3.58		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0087936	8/2/2022	201013345	MVH-Equip Repair	INV. #4333-131874 SERVI	30.40		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0087942	8/2/2022	201013226	MVH-Vehicle Gas/ Supplies	INV. #4333-131985 CAR F	45.60		
989898989	GALLS LLC	GJPCARD0087943	8/2/2022	201013345	MVH-Equip Repair	18464 - REPAIRS TO WE	1,801.93		
VEN008108	Kimball Midwest	GJPCARD0087944	8/2/2022	201013360	MVH-Vehicle Repair	INV. #100145575 EQUIPM	136.32		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0087983	8/2/2022	201013226	MVH-Vehicle Gas/ Supplies	INV. #4333-131446 OIL FIL	154.19		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0087984	8/2/2022	201013360	MVH-Vehicle Repair	INV. #433-131444 CREDIT	-50.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0087985	8/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-131437 AC RE	202.99		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0087991	8/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-131570 BRAK	114.99		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088012	8/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-131055 COMP	320.53		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088018	8/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-131099 OIL FIL	108.47		
VEN001337	Menards	GJPCARD0088064	8/2/2022	201013360	MVH-Vehicle Repair	SPLIT - GREENTREATE F	71.56		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088080	8/2/2022	201013345	MVH-Equip Repair	INV. #4333-130482 BATTE	51.51		
202936165	AMAZON.COM, INC.	GJPCARD0088084	8/2/2022	201013360	MVH-Vehicle Repair	PASSENGER SIDE MIRR	93.82		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088124	8/2/2022	201013360	MVH-Vehicle Repair	SPLIT - BRAKES FOR PA	134.99		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088172	8/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-129328 OIL FIL	10.58		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088175	8/2/2022	201013360	MVH-Vehicle Repair	VEHICLE CLEANING AND	122.61		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088233	8/2/2022	201013360	MVH-Vehicle Repair	CAR CLEANING AND MAI	36.96		
311725961	SAFELITE GROUP INC	GJPCARD0088234	8/2/2022	201013360	MVH-Vehicle Repair	REPLACEMENT OF THE	520.17		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088242	8/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-128593 BRAK	269.98		

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**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
VEN008108	Kimball Midwest	GJPCARD0088243	8/2/2022	201013360	MVH-Vehicle Repair	INV. #100089311 FUSES	110.52		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0088250	8/2/2022	201013360	MVH-Vehicle Repair	TIRE FOR VEHICLE #172	120.00		
232790555	ASBURY AUTOMOTIVE GROUP	GJPCARD0088251	8/2/2022	201013360	MVH-Vehicle Repair	INV. #347691 SERVICE F	254.48		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088341	8/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-127185 VEHIC	53.94		
VEN000087	Amazon.com	GJPCARD0088355	8/2/2022	201013349	MVH-Contractual Serv	MVH-Contractual Serv	40.26		
	Subtotal for Public Works						**4,735.23**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							**4,735.23**		
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Public Works								
630362926	ALTEC INDUSTRIES, INC	GJPCARD0088142	8/2/2022	202013228	LRS-Signs and Posts	RETURN OF THE POST	-3,580.00		
630362926	ALTEC INDUSTRIES, INC	GJPCARD0088143	8/2/2022	202013228	LRS-Signs and Posts	SERVICE ON THE BUCKE	30.00		
VEN001829	Stello Products Inc	GJPCARD0088214	8/2/2022	202013228	LRS-Signs and Posts	INV. #34718 CUSTOM LO	1,186.65		
VEN001666	Reynolds Farm Equipment	GJPCARD0088216	8/2/2022	202013377	LRS-Tree Trimming	SERVICE ON TREE TRIM	324.02		
VEN001666	Reynolds Farm Equipment	GJPCARD0088217	8/2/2022	202013377	LRS-Tree Trimming	TREE TRIMMING PARTS	138.95		
VEN001983	Tractor Supply Company	GJPCARD0088261	8/2/2022	202013228	LRS-Signs and Posts	WASP HORNET SPECT	6.49		
VEN001829	Stello Products Inc	GJPCARD0088266	8/2/2022	202013228	LRS-Signs and Posts	INV. #34576 VARIOUS CIT	4,952.42		
941351799	EWING IRRIGATION PRODUCT	GJPCARD0088279	8/2/2022	202013228	LRS-Signs and Posts	INV. #17238118 MARKING	114.20		
VEN007920	Carroll Construction Supply	GJPCARD0088323	8/2/2022	202013432	LRS-Sidewalk	CONCRETE SUPPLIES	228.72		
	Subtotal for Public Works						**3,401.45**		
Subtotal for Fund 202 Local Road and Street (LRS)							**3,401.45**		
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
VEN001820	SQUARE, INC.	GJPCARD0087923	8/2/2022	203012334	Fire-Travel/Training/Seminars	BREAKFAST FOR RECR	49.50		
VEN002148	Witmer Public Safety Group	GJPCARD0087928	8/2/2022	203012243	Fire-Special Rescue/Dive	TFS SHOVE KNIFE WITH	38.52		
202936165	AMAZON.COM, INC.	GJPCARD0087929	8/2/2022	203012224	Fire-Operating Supplies	FLAG AND CERTIFICATE	99.95		
473595252	RC DRIVEN HOLDINGS LLC	GJPCARD0087939	8/2/2022	203012360	Fire-Vehicle Maint	CAR 81 REPAIR	100.00		
474319487	SHOPIFY PAYMENTS (USA) I	GJPCARD0087940	8/2/2022	203012224	Fire-Operating Supplies	EMS SUPPLIES	173.78		
474319487	SHOPIFY PAYMENTS (USA) I	GJPCARD0087941	8/2/2022	203012224	Fire-Operating Supplies	EMS SUPPLIES	418.78		

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**								
203	**Fire Operating**								
Fire									
VEN001815	Speedway Superamerica	GJPCARD0087945	8/2/2022	203012334	Fire-Travel/Training/Seminars	ICE FOR TRAINING	16.47		
VEN001337	Menards	GJPCARD0087950	8/2/2022	203012334	Fire-Travel/Training/Seminars	TRAINING SUPPLIES	438.78		
202936165	AMAZON.COM, INC.	GJPCARD0087954	8/2/2022	203012472	Fire-Equip	TOOLS FOR MECHANIC	57.99		
VEN006898	Supply Warehouse Inc	GJPCARD0087960	8/2/2022	203012224	Fire-Operating Supplies	STATION SUPPLIES	80.94		
820544687	AMAZON.COM, INC.	GJPCARD0087971	8/2/2022	203012224	Fire-Operating Supplies	ROKU FOR BC OFFICE	39.00		
VEN001983	Tractor Supply Company	GJPCARD0087980	8/2/2022	203012360	Fire-Vehicle Maint	RED TRAILER PARTS FO	109.98		
VEN001476	Office Depot	GJPCARD0087982	8/2/2022	203012223	Fire-Office Supplies	EMS OFFICE SUPPLIES	157.61		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0088011	8/2/2022	203012360	Fire-Vehicle Maint	J. ROBERTS VEHICLE	1,176.95		
VEN001337	Menards	GJPCARD0088026	8/2/2022	203012224	Fire-Operating Supplies	DUCT TAPE - APPLIANCE	32.01		
VEN001337	Menards	GJPCARD0088036	8/2/2022	203012343	Fire-Building Maintenance	HOSE NOZZLES - STATI	16.98		
VEN007922	Kroger Limited Partnership	GJPCARD0088058	8/2/2022	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR CAR 87	40.00		
VEN006898	Supply Warehouse Inc	GJPCARD0088077	8/2/2022	203012224	Fire-Operating Supplies	STATION SUPPLIES	313.20		
202936165	AMAZON.COM, INC.	GJPCARD0088078	8/2/2022	203012224	Fire-Operating Supplies	CORD FOR FIRE STICK -	9.99		
820544687	AMAZON.COM, INC.	GJPCARD0088079	8/2/2022	203012224	Fire-Operating Supplies	FIRE STICK FOR BC OFFI	49.99		
812915912	KEDGE LLC	GJPCARD0088085	8/2/2022	203012347	Fire-Promotions	DINNER FOR CREW	43.28		
VEN000365	Chapman Electric Supply	GJPCARD0088093	8/2/2022	203012343	Fire-Building Maintenance	INTERIOR LIGHTING - W	12.27		
770510487	PAYPAL	GJPCARD0088094	8/2/2022	203012243	Fire-Special Rescue/Dive	TECH RESCUE SUPPLIE	80.00		
135613797	AMERICAN HEART ASSOC	GJPCARD0088100	8/2/2022	203012334	Fire-Travel/Training/Seminars	AHA INSTRUCTOR COU	104.17		
135613797	AMERICAN HEART ASSOC	GJPCARD0088101	8/2/2022	203012334	Fire-Travel/Training/Seminars	AHA INSTRUCTOR COU	188.17		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0088102	8/2/2022	203012349	Fire-Services	CABLE	64.99		
710415188	WAL-MART STORES, INC.	GJPCARD0088105	8/2/2022	203012224	Fire-Operating Supplies	ENGINE 81 COOLER	18.16		
VEN000946	IN BMV VEHICLE SER	GJPCARD0088110	8/2/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE ELEVATOR	65.99		
VEN001337	Menards	GJPCARD0088116	8/2/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE - BUG SPRA	9.99		
VEN000433	COLUMBIA SOUTHERN UNIVERS	GJPCARD0088119	8/2/2022	203012334	Fire-Travel/Training/Seminars	SCHOOL COURSE FEES	25.00		
VEN000433	COLUMBIA SOUTHERN UNIVERS	GJPCARD0088120	8/2/2022	203012334	Fire-Travel/Training/Seminars	SCHOOL	735.00		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0088135	8/2/2022	203012360	Fire-Vehicle Maint	REFUND BECAUSE THEY	-522.94		
820544687	AMAZON.COM, INC.	GJPCARD0088139	8/2/2022	203012223	Fire-Office Supplies	OFFICE SUPPLIES	34.99		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0088145	8/2/2022	203012360	Fire-Vehicle Maint	TIRES	460.48		
770510487	PAYPAL	GJPCARD0088146	8/2/2022	203012243	Fire-Special Rescue/Dive	TECH RESCUE	80.00		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0088152	8/2/2022	203012360	Fire-Vehicle Maint	TIRES	522.94		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0088156	8/2/2022	203012224	Fire-Operating Supplies	EMS SUPPLIES	128.37		
VEN001337	Menards	GJPCARD0088167	8/2/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE - WATER H	14.05		

Fund No.	Fund Name	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
203	Fire Operating										
	Fire										
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0088177	8/2/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE - EXTINGUIS	28.89		
		042896127	STAPLES INC	GJPCARD0088189	8/2/2022	203012223	Fire-Office Supplies	OFFICE SUPPLIES	112.83		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0088190	8/2/2022	203012472	Fire-Equip	UPFITTING FOR STAFF V	4,046.00		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0088191	8/2/2022	203012472	Fire-Equip	UPFITTING FOR STAFF V	3,825.00		
		VEN001337	Menards	GJPCARD0088195	8/2/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE - LIGHT BUL	12.47		
		VEN001337	Menards	GJPCARD0088197	8/2/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE-FAN FOR B	25.99		
		710415188	WAL-MART STORES, INC.	GJPCARD0088228	8/2/2022	203012360	Fire-Vehicle Maint	BADE FUSES	17.09		
		561399667	MCGUIRE AIR COMPRESSORS,	GJPCARD0088241	8/2/2022	203012343	Fire-Building Maintenance	STATION 83 AIR COMPR	57.67		
		770510487	PAYPAL	GJPCARD0088245	8/2/2022	203012243	Fire-Special Rescue/Dive	ROPES AND SLINGS	1,656.00		
		364286656	WORLDPOINT ECC INCORPORAT	GJPCARD0088254	8/2/2022	203012334	Fire-Travel/Training/Seminars	INSTRUCTOR COURSE F	38.00		
		161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0088257	8/2/2022	203012224	Fire-Operating Supplies	GATORADE FOR BC TRU	69.91		
		VEN001883	Target Corporation	GJPCARD0088267	8/2/2022	203012224	Fire-Operating Supplies	THERMOMETER	48.14		
		VEN001463	NORTHERN TOOL & EQUIPMENT	GJPCARD0088275	8/2/2022	203012472	Fire-Equip	BATTERY AND LED FLO	797.15		
		770510487	PAYPAL	GJPCARD0088284	8/2/2022	203012243	Fire-Special Rescue/Dive	CARABINERS	79.00		
		VEN006898	Supply Warehouse Inc	GJPCARD0088285	8/2/2022	203012224	Fire-Operating Supplies	STATION SUPPLIES	141.75		
		880686781	INDIANA ARSON TASK FORCE	GJPCARD0088286	8/2/2022	203012350	Fire-Subscriptions/Dues	MEMBERSHIP RENEWAL	35.00		
		202597227	GOOGLE PAYMENT CORP.	GJPCARD0088315	8/2/2022	203012349	Fire-Services	CABLE	64.99		
		202936165	AMAZON.COM, INC.	GJPCARD0088316	8/2/2022	203012243	Fire-Special Rescue/Dive	MISC. TECH RESCUE ITE	539.70		
		202936165	AMAZON.COM, INC.	GJPCARD0088333	8/2/2022	203012224	Fire-Operating Supplies	EMS SUPPLIES - FIRST AI	155.94		
		041653090	NATL FIRE PROTECTION ASSO	GJPCARD0088343	8/2/2022	203012241	Fire-Investigations	NFPA 1700 - GUIDE FOR	68.45		
		830846110	ES ACQUISITION LLC	GJPCARD0088346	8/2/2022	203012243	Fire-Special Rescue/Dive	MISC. TECH RESCUE ITE	1,428.00		
		VEN002172	Ziebart	GJPCARD0088347	8/2/2022	203012472	Fire-Equip	RHINO LINER FOR 2 NE	1,030.00		
		VEN003232	FBI LEEDA INC	GJPCARD0088348	8/2/2022	203012334	Fire-Travel/Training/Seminars	SOCIAL MEDIA CLASS	795.00		
		VEN001337	Menards	GJPCARD0088349	8/2/2022	203012343	Fire-Building Maintenance	STATION 81 BATTERIES	44.92		
		VEN001826	Staples	GJPCARD0088356	8/2/2022	203012223	Fire-Office Supplies	Fire-Office Supplies	52.80		
	Subtotal for Fire								**20,656.02**		
Subtotal for Fund 203 Fire Operating									**20,656.02**		
Fund No.	**Fund Name**										
206	Parks Programming/Events										
	Parks										
		202936165	AMAZON.COM, INC.	GJPCARD0087927	8/2/2022	206005347	Parks Program-Promotions	GAMES FOR EVENTS	121.67		

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Fund No.	**Fund Name**								
206	**Parks Programming/Events**								
	Parks								
202936165	AMAZON.COM, INC.	GJPCARD0088004	8/2/2022	206005347	Parks Program-Promotions	SQUIRREL STAMPEDE E	69.90		
202936165	AMAZON.COM, INC.	GJPCARD0088016	8/2/2022	206005347	Parks Program-Promotions	SQUIRREL STAMPEDE E	27.95		
VEN000480	CSI Signs	GJPCARD0088031	8/2/2022	206005347	Parks Program-Promotions	SIGNAGE FOR EVENTS	111.77		
202936165	AMAZON.COM, INC.	GJPCARD0088032	8/2/2022	206005347	Parks Program-Promotions	SQUIRREL STAMPEDE E	23.74		
VEN000480	CSI Signs	GJPCARD0088149	8/2/2022	206005347	Parks Program-Promotions	SIGNAGE FOR WR4 - SP	1,463.82		
820544687	AMAZON.COM, INC.	GJPCARD0088188	8/2/2022	206005347	Parks Program-Promotions	LAWN GAMES FOR EVE	164.91		
202936165	AMAZON.COM, INC.	GJPCARD0088222	8/2/2022	206005347	Parks Program-Promotions	LAWN GAMES FOR EVE	77.84		
VEN007922	Kroger Limited Partnership	GJPCARD0088270	8/2/2022	206005347	Parks Program-Promotions	SUPPLIES FOR GREEN R	55.53		
261666629	FREUND FAMILY FOOD LLC	GJPCARD0088305	8/2/2022	206005347	Parks Program-Promotions	STAFF MEAL FOR WR4	16.05		
VEN007922	Kroger Limited Partnership	GJPCARD0088306	8/2/2022	206005347	Parks Program-Promotions	STAFF FOOD FOR WR4	32.83		
202936165	AMAZON.COM, INC.	GJPCARD0088332	8/2/2022	206005347	Parks Program-Promotions	BALLOON DECOR SUPPL	32.08		
	Subtotal for Parks						**2,198.09**		
Subtotal for Fund 206 Parks Programming/Events							**2,198.09**		
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
356001670	INDIANA STATE UNIVERSITY	GJPCARD0087977	8/2/2022	239002334	Law Enforce-Travel/Train	TUITION - MCCORKLE	2,112.00		
203421720	SLUGGER SUBS INC	GJPCARD0088140	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	24.30		
911325671	STARBUCKS CORPORATION	GJPCARD0088141	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	11.02		
454168768	TOAST, INC.	GJPCARD0088161	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	77.68		
454168768	TOAST, INC.	GJPCARD0088162	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	30.99		
463862715	MRG PIZZA - KENTUCKY , LL	GJPCARD0088173	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	31.04		
841480725	QDOBA RESTAURANT CORPORAT	GJPCARD0088174	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	29.68		
464158220	BUCA C LLC	GJPCARD0088194	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	97.08		
261328194	GRUBHUB HOLDINGS INC	GJPCARD0088213	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	18.10		
854342803	SEYMOURCULV LLC	GJPCARD0088227	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	23.09		
881759758	ZENITH ASSETT COMPANY II	GJPCARD0088324	8/2/2022	239002334	Law Enforce-Travel/Train	HOTEL DURING TRAININ	673.60		
351546398	MOTHER BEARS INC	GJPCARD0088325	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS FOR TRAINING-L	16.00		
821568211	CAJUN HOUSE. 517, INC	GJPCARD0088336	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS FOR TRAINING-L	14.45		

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Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
841303469	NOODLES AND COMPANY INC	GJPCARD0088337	8/2/2022	239002334	Law Enforce-Travel/Train	MEALS FOR TRAINING-L	12.77		
	Subtotal for Police						**3,171.80**		
Subtotal for Fund 239 Law Enforcement							**3,171.80**		
Fund No.	**Fund Name**								
241	**Police Donation**								
	Police								
202936165	AMAZON.COM, INC.	GJPCARD0087931	8/2/2022	241002347	Police Donation-Promotions	HOT DOG TRAYS FOR C	49.98		
454841214	FULLSTEAM OPERATIONS LLC	GJPCARD0087937	8/2/2022	241002347	Police Donation-Promotions	TABLES FOR JAKE LAIR	40.50		
202936165	AMAZON.COM, INC.	GJPCARD0087964	8/2/2022	241002347	Police Donation-Promotions	FOOD TRAYS-JAKE LAIR	62.35		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0088022	8/2/2022	241002347	Police Donation-Promotions	6 BIKES FOR JAKE LAIRD	919.94		
VEN001820	SQUARE, INC.	GJPCARD0088163	8/2/2022	241002347	Police Donation-Promotions	MUSIC FOR JAKE LAIRD	300.00		
	Subtotal for Police						**1,372.77**		
Subtotal for Fund 241 Police Donation							**1,372.77**		
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Public Safety (Police and Fire)								
VEN001337	Menards	GJPCARD0087967	8/2/2022	269014343	Training Fac-Building Maint	SPLIT - HCTC - BATHRO	9.95		
VEN001337	Menards	GJPCARD0088023	8/2/2022	269014343	Training Fac-Building Maint	RETURN PARTS FOR HC	-25.02		
VEN001337	Menards	GJPCARD0088024	8/2/2022	269014343	Training Fac-Building Maint	HCTC ICE MACHINE PAR	16.36		
VEN001337	Menards	GJPCARD0088037	8/2/2022	269014343	Training Fac-Building Maint	ICE MACHINE INSTALL-H	305.81		
VEN001337	Menards	GJPCARD0088040	8/2/2022	269014224	Training Fac-Oper Supplies	LUMBER FOR HCTC	1,518.18		
851847110	MUSOLF HARDWARE, LLC	GJPCARD0088199	8/2/2022	269014472	Training Fac-Equipment	HEADLOCK SCREW SET	20.32		
VEN001815	Speedway Superamerica	GJPCARD0088221	8/2/2022	269014226	Training Fac-Veh Gas	FUEL FOR HCTC TRAVE	50.00		
VEN001337	Menards	GJPCARD0088357	8/2/2022	269014224	Training Fac-Oper Supplies	Train Facility-Operating Su	425.95		
VEN008101	TIRE DISCOUNTERS	GJPCARD0088358	8/2/2022	269014349	Training Fac-Services	Training Facility-Services	267.98		
	Subtotal for Public Safety (Police and Fire)						**2,589.53**		
Subtotal for Fund 269 Training Facility Center							**2,589.53**		
Fund No.	**Fund Name**								

Fund No.	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									
	770430924	PAYPAL	GJPCARD0087918	8/2/2022	640015224	Sports Campus-Operating Su	SOAP	85.90		
	202796414	DMX INC	GJPCARD0087946	8/2/2022	640015350	Sports Campus-Dues/Sub Fe	PANDORA FOR BUSINES	28.84		
	VEN001983	Tractor Supply Company	GJPCARD0087958	8/2/2022	640015343	Sports Campus-Bldg Maint	RIVETS	20.97		
	770430924	PAYPAL	GJPCARD0087970	8/2/2022	640015224	Sports Campus-Operating Su	SOAP	199.72		
	813878272	GO4ELLIS, LLC	GJPCARD0088002	8/2/2022	640015224	Sports Campus-Operating Su	ATHLETIC TRAINER - EL	112.50		
	931175150	ADIDAS AMERICA INC.	GJPCARD0088003	8/2/2022	640015224	Sports Campus-Operating Su	F. MATHEWS WATERPR	128.40		
	770430924	PAYPAL	GJPCARD0088005	8/2/2022	640015343	Sports Campus-Bldg Maint	CARABINER HOOKS	65.00		
	VEN001983	Tractor Supply Company	GJPCARD0088015	8/2/2022	640015224	Sports Campus-Operating Su	GROUNDS OPERATING	4.49		
	VEN001922	THE HOME DEPOT	GJPCARD0088025	8/2/2022	640015343	Sports Campus-Bldg Maint	CHAIN	52.68		
	813878272	GO4ELLIS, LLC	GJPCARD0088042	8/2/2022	640015224	Sports Campus-Operating Su	ATHLETIC TRAINER - EL	292.50		
	813878272	GO4ELLIS, LLC	GJPCARD0088047	8/2/2022	640015224	Sports Campus-Operating Su	ATHLETIC TRAINER - EL	292.50		
	462967004	FINNER LLC	GJPCARD0088048	8/2/2022	640015347	Sports Campus-Promotions	JIMMY JOHNS - PRE-COL	141.70		
	VEN001983	Tractor Supply Company	GJPCARD0088049	8/2/2022	640015472	Sports Campus-Equipment	PUSH MOWER	299.99		
	770430924	PAYPAL	GJPCARD0088067	8/2/2022	640015343	Sports Campus-Bldg Maint	HYDRANT KEYS	41.40		
	VEN001983	Tractor Supply Company	GJPCARD0088074	8/2/2022	640015224	Sports Campus-Operating Su	GROUNDS OPERATING	214.78		
	351696078	AUTOMOTIVE ACTION II INC	GJPCARD0088075	8/2/2022	640015360	Sports Campus-Veh Repair	TIRES INSTALLED	35.01		
	770430924	PAYPAL	GJPCARD0088104	8/2/2022	640015343	Sports Campus-Bldg Maint	URINAL FLUSH VALVE	100.65		
	200361664	KULLY SUPPLY INC	GJPCARD0088128	8/2/2022	640015343	Sports Campus-Bldg Maint	SHOWER PARTS	332.50		
	770430924	PAYPAL	GJPCARD0088147	8/2/2022	640015343	Sports Campus-Bldg Maint	ACCESS CARD PRINTER	167.98		
	770430924	PAYPAL	GJPCARD0088148	8/2/2022	640015343	Sports Campus-Bldg Maint	TIRES	159.52		
	VEN001337	Menards	GJPCARD0088157	8/2/2022	640015343	Sports Campus-Bldg Maint	OIL DRY, ASPHALT	32.74		
	411953804	BEST BUY.COM LLC	GJPCARD0088180	8/2/2022	640015228	Sports Campus-Signage builin	FIRE STICKS FOR SPON	160.45		
	411822872	BEST BUY CO INC	GJPCARD0088182	8/2/2022	640015228	Sports Campus-Signage builin	FIRE STICKS FOR SPON	64.18		
	VEN001983	Tractor Supply Company	GJPCARD0088183	8/2/2022	640015224	Sports Campus-Operating Su	IRRIGATION SUPPLIES	66.95		
	770430924	PAYPAL	GJPCARD0088184	8/2/2022	640015343	Sports Campus-Bldg Maint	RUBBER BANDS	6.94		
	560748358	LOWES COMPANIES, INC.	GJPCARD0088229	8/2/2022	640015343	Sports Campus-Bldg Maint	ASPHALT, TOOLS, EXPA	163.85		
	770430924	PAYPAL	GJPCARD0088236	8/2/2022	640015343	Sports Campus-Bldg Maint	SHRINK WRAP	46.70		
	VEN001337	Menards	GJPCARD0088246	8/2/2022	640015343	Sports Campus-Bldg Maint	REFUND	-54.72		
	VEN001337	Menards	GJPCARD0088248	8/2/2022	640015343	Sports Campus-Bldg Maint	PAINT ROLLERS AND OU	77.78		
	VEN000365	Chapman Electric Supply	GJPCARD0088249	8/2/2022	640015343	Sports Campus-Bldg Maint	LIGHT BULBS	224.70		
	VEN001337	Menards	GJPCARD0088255	8/2/2022	640015343	Sports Campus-Bldg Maint	LUMBER, SCREWS	149.40		
	470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0088256	8/2/2022	640015343	Sports Campus-Bldg Maint	BATTERY	180.49		

Fund No.	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									
	440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0088269	8/2/2022	640015224	Sports Campus-Operating Su	GROUNDS OPERATING	38.24		
	273731303	POWERSPORTS PLUS, LLC	GJPCARD0088271	8/2/2022	640015360	Sports Campus-Veh Repair	BELTS	101.94		
	202936165	AMAZON.COM, INC.	GJPCARD0088283	8/2/2022	640015228	Sports Campus-Signage builin	SPONSORSHIP SIGNAGE	963.25		
	770430924	PAYPAL	GJPCARD0088291	8/2/2022	640015343	Sports Campus-Bldg Maint	POLARIS MULTITAP ELE	199.98		
	770430924	PAYPAL	GJPCARD0088297	8/2/2022	640015343	Sports Campus-Bldg Maint	50AMP ELECTRICAL PLU	78.88		
	770430924	PAYPAL	GJPCARD0088298	8/2/2022	640015343	Sports Campus-Bldg Maint	SHARPIE MARKERS	6.20		
	VEN000384	CHICK-FIL-A CORP	GJPCARD0088299	8/2/2022	640015347	Sports Campus-Promotions	STAFF MEAL FOR WEST	22.45		
	VEN000384	CHICK-FIL-A CORP	GJPCARD0088300	8/2/2022	640015347	Sports Campus-Promotions	STAFF MEAL FOR WEST	18.50		
	462967004	FINNER LLC	GJPCARD0088304	8/2/2022	640015347	Sports Campus-Promotions	STAFF LUNCH - JIMMY J	44.62		
	202936165	AMAZON.COM, INC.	GJPCARD0088310	8/2/2022	640015224	Sports Campus-Operating Su	OPERATING SUPPLIES -	62.97		
	813878272	GO4ELLIS, LLC	GJPCARD0088311	8/2/2022	640015224	Sports Campus-Operating Su	ATHLETIC TRAINER - CO	315.00		
	813878272	GO4ELLIS, LLC	GJPCARD0088313	8/2/2022	640015224	Sports Campus-Operating Su	ATHLETIC TRAINER - CO	315.00		
	954376145	SKECHERS USA INC	GJPCARD0088318	8/2/2022	640015224	Sports Campus-Operating Su	R. FISHER'S WATERPRO	105.40		
	813878272	GO4ELLIS, LLC	GJPCARD0088330	8/2/2022	640015224	Sports Campus-Operating Su	CORRIGAN AT DAY 1	315.00		
	813878272	GO4ELLIS, LLC	GJPCARD0088331	8/2/2022	640015224	Sports Campus-Operating Su	CORRIGAN AT DAY 2	315.00		
	Subtotal for Grand Park							**6,798.92**		
	Sport Campus Indoor Event Ctr									
	770430924	PAYPAL	GJPCARD0087953	8/2/2022	640023343	GP Indoor-Bldg Maint	FAUCET	89.00		
	204308802	GENERAL PARTS, LLC	GJPCARD0087959	8/2/2022	640023343	GP Indoor-Bldg Maint	WARMER PARTS	235.00		
	770430924	PAYPAL	GJPCARD0088043	8/2/2022	640023343	GP Indoor-Bldg Maint	OUTLET COVER	26.98		
	770430924	PAYPAL	GJPCARD0088044	8/2/2022	640023343	GP Indoor-Bldg Maint	FUSES	59.95		
	VEN001922	THE HOME DEPOT	GJPCARD0088108	8/2/2022	640023343	GP Indoor-Bldg Maint	SHOWER HEADS	83.04		
	770430924	PAYPAL	GJPCARD0088109	8/2/2022	640023343	GP Indoor-Bldg Maint	SINK FIXTURE	149.95		
	VEN001883	Target Corporation	GJPCARD0088127	8/2/2022	640023223	GP Indoor-Office Supply	OFFICE SUPPLIES - LAMI	36.37		
	770430924	PAYPAL	GJPCARD0088129	8/2/2022	640023343	GP Indoor-Bldg Maint	SINK AERATORS	19.50		
	340526850	SHERWIN WILLIAMS CO	GJPCARD0088165	8/2/2022	640023343	GP Indoor-Bldg Maint	PAINT	60.41		
	810815267	FRECKLES GRAPHICS OF LAFA	GJPCARD0088179	8/2/2022	640023229	GP Indoor-Uniforms	ANNA'S NEW EMPLOYEE	96.00		
	VEN000365	Chapman Electric Supply	GJPCARD0088223	8/2/2022	640023343	GP Indoor-Bldg Maint	FUSES	150.00		
	770430924	PAYPAL	GJPCARD0088225	8/2/2022	640023224	GP Indoor-Operating Supplies	SOAP	134.85		
	VEN001337	Menards	GJPCARD0088247	8/2/2022	640023343	GP Indoor-Bldg Maint	DOOR STOPS	44.37		
	770430924	PAYPAL	GJPCARD0088296	8/2/2022	640023343	GP Indoor-Bldg Maint	EMERGENCY EXIT LIGHT	18.33		

Purchase Card Register
City of Westfield

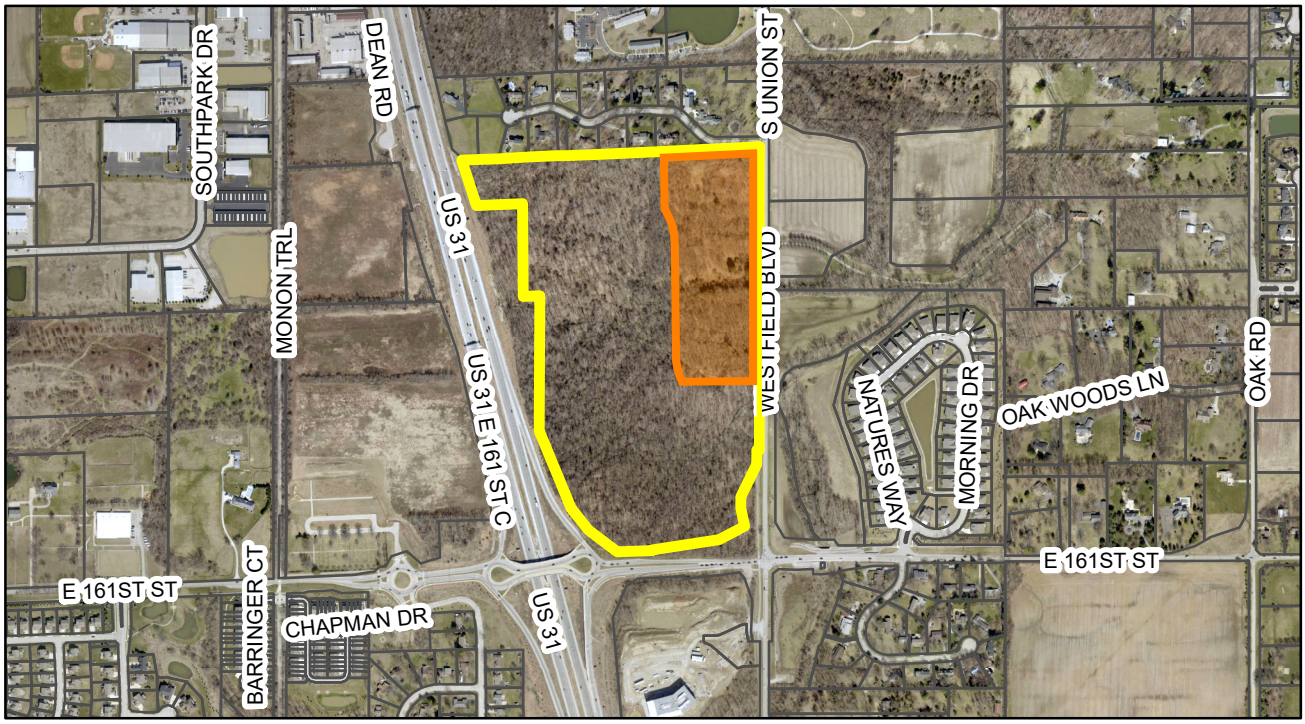
Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
640	**Sports Campus Operating**									
	Sport Campus Indoor Event Ctr									
	202936165	AMAZON.COM, INC.	GJPCARD0088342	8/2/2022	640023343	GP Indoor-Bldg Maint	CUSTODIAL CLEANING S	86.33		
	Subtotal for Sport Campus Indoor Event Ctr							**1,290.08**		
Subtotal for Fund 640 Sports Campus Operating								**8,089.00**		
Posted Invoices Total								**113,317.18**		

Property Location Map
NW corner of East 161st St. and Westfield Blvd.
Lantern Commons PUD Amendment I
2209-PUD-17

Not To Scale

Aerial Location Map

Lantern Commons PUD District | Amendment Focus Area



Zoning Map

Lantern Commons PUD District

Amendment Focus Area

Zoning - All

Zoning

- AG-SF1 (Agriculture - Single Family - 1)
- EI (Enclosed Industrial)
- GB-PD (General Business - Planned Development)
- LB (Local Business)
- MF-2 (Multiple Family - 2)
- PUD (Planned Unit Development)
- SF-2 (Single Family - 2)

ORDINANCE NUMBER 22-34

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

This is a Planned Unit Development District Ordinance (to be known as the "AUSTRIAN PINE PUD DISTRICT AMENDMENT 1") to amend the Unified Development Ordinance of the City of Westfield and the Township of Washington, 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, Indiana Code § 36-7-4 et seq., as amended.

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

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance 19-12, Austrian Pine Planned Unit Development Ordinance on June 10, 2019;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 2209-PUD-18**), requesting an amendment to the Unified Development Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission did take action to forwarded **Petition No. 2209-PUD-18** to the Common Council with a _____ recommendation (___ Aye, ___ Nay ___ Abstain) in accordance with Indiana Code§ 36-7-4-607, as required by Indiana Code§ 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____;

WHEREAS, the Common Council is subject to the provisions of lndiana 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 is hereby amended as follows:

Section 1. Applicability of Ordinance.

1.1 All provisions and representations of the Unified Development Ordinance and Austrian Pine PUD Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the provisions of the Austrian Pine PUD Ordinance and its Exhibits, and (iii) the provisions of the Unified Development Ordinance (the "UDO"), as amended by the Austrian Pine PUD Ordinance, except as modified, revised, supplemented, or expressly made inapplicable by this Ordinance or the Austrian Pine PUD Ordinance, as amended.

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

Section 2. **Overlay Districts.** The Overlay District Regulations, Section 9.2 of the Austrian Pine PUD Ordinance shall apply to the development of the real estate as modified below:

2.1 Article 5.3(G) Setback Requirements: Shall apply except as modified below:

A. A Maximum of two (2) buildings may exceed the Maximum Setback.

B. No two adjacent buildings shall be constructed at the same distance from the centerline of SR 32 in order to provide for staggered building setbacks.

[Remainder of page intentionally left blank. Signature page follows.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS _____ DAY OF _____, 2022.

WESTFIELD CITY COUNCIL

Voting For	Voting Against	Abstain
_____	_____	_____
Joe Edwards	Joe Edwards	Joe 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	Troy Patton	Troy Patton
_____	_____	_____
Scott Willis	Scott Willis	Scott Willis

ATTEST:

_____

Cindy 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: Kevin Buchheit.

I hereby certify that ORDINANCE _____ was delivered to the Mayor of Westfield on the _____ day of _____, 2022, at _____ M.

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance _____

this ____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO Ordinance _____

this _____ day of _____, 2022.

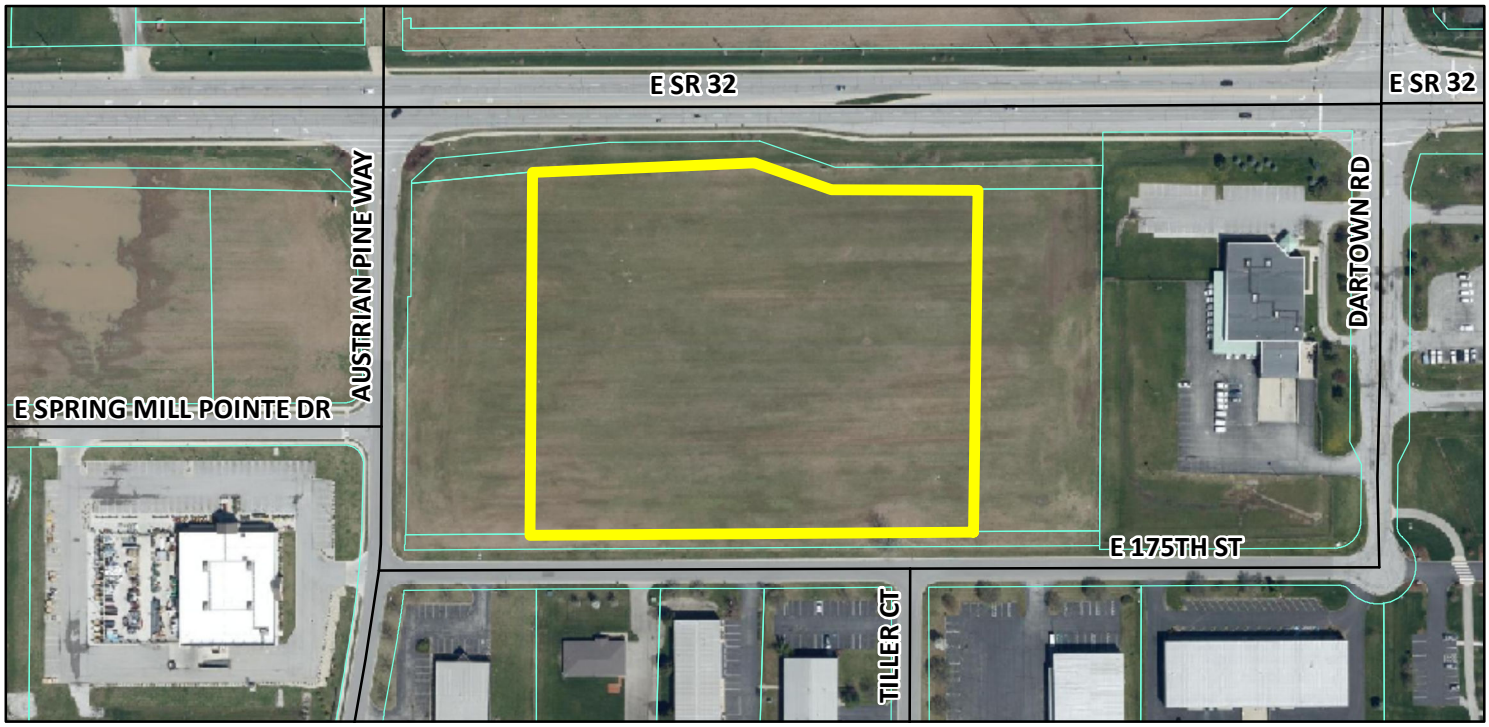
_____
J. Andrew Cook, Mayor

This instrument prepared by:
Kevin Buchheit, Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032. (317) 808-5820.

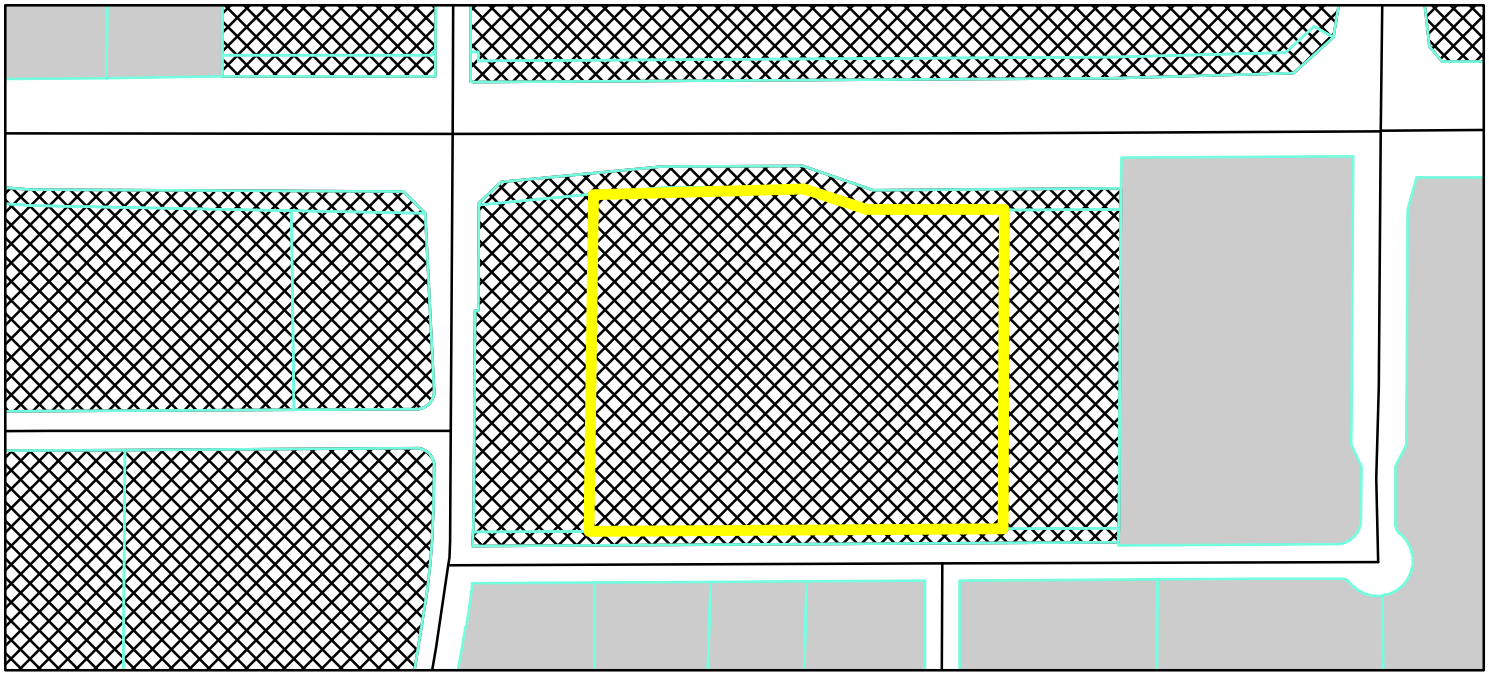
Lot 3, Austrian Pine PUD

Aerial Location Map

Site



Zoning Map



GIS.DBO.PW_Streets
Parcel
Parcel
Zoning - All

Zoning
EI (Enclosed Industrial)
PUD (Planned Unit Development)

0 0.025 0.05 Miles

N W E S

NARRATIVE
Austrian Pine PUD Ordinance Text Amendment

OrthoIndy is developing several buildings on a 6.38-acre parcel, Lot 3 in Austrian Pine PUD, with addresses of 222, 246 and 288 East 175th Street. The initial phase is an orthopedic clinic (east building), and the second phase is an orthopedic surgery center (middle building). A third phase will be a medical office building (west building).

A setback requirement in Section 9.2 of the PUD is that a minimum of 2 buildings…shall exceed the Maximum Setback (120 feet as per UDO Article 5.3(G)) to provide for staggered building setbacks. At this time, three of five buildings have been constructed in the PUD. Section 9.2 would require that the final two buildings (the surgical center and the medical office building) be setback more than 120 feet from SR 32. This is problematic for the practical, cohesive and aesthetic development of OrthoIndy's trio of buildings. The clinic and the surgery center will function independently from a patient's perspective yet interdependently for the doctors as they necessarily and seamlessly move between the clinic and the surgery center. It is important that these two phases align more than a 120-foot setback will allow if the surgery center is required to meet that setback. Requiring the last two buildings to setback more than 120 feet from SR 32 would result in a less-aesthetic gap-tooth appearance to passersby on SR 32. Another factor that must be considered is that, as the PUD buildings/sites have developed, all of the storm water basins have been located along the south edge of the parcel making site design a challenge under the 120-foot setback requirement.

The goal of the PUD setback requirement in Section 9.2 is "to provide for staggered building setbacks". When the PUD was adopted, Westfield did not want to see a soldier row of building facades along the SR 32 corridor, hence the reason for the current language. As the PUD is developing, the staggering of buildings fronting on SR 32 is happening naturally, being impacted by the consistent location of the storm water basins along the south line and a north line that, itself, is not straight. OrthoIndy would like to revise the PUD language of Section 9.2 in order to remove the mandate that at least two buildings exceed the 120-foot maximum setback, while retaining the stated goal of staggering the buildings. This is the question for consideration.

RESOLUTION 14-122

Resolution of the City of Westfield Regarding Infrastructure Improvement Fund

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 Council has the duty and authority to maintain the fiscal integrity and economic growth of the City by managing the accounts and finances; and,

WHEREAS, the failure of vendors to adequately perform their tasks has created a temporary need for additional funds to be utilized for the continued development of the Grand Park's infrastructure to avoid further additional costs to be unnecessarily incurred; and,

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

Section 1. That the Council has been duly advised and finds that the continued development of the Grand Park is a vital economic development goal of the City of Westfield and to delay that development would incur additional unnecessary costs to the City.

Section 2. That the Council further finds that the ability to fund the continued development the Grand Park is consistent with the City's Infrastructure Improvement Fund's goals and intent pursuant to I.C. 6-7-1-31.1 and hereby orders that up to $6,000,000.00 shall be made available from the Infrastructure Improvement Fund for invoices from the Grand Park development.

Section 3. Any funds utilized for infrastructure improvements to Grand Park shall be reimbursed to the Infrastructure Improvement Fund as assets become available.

Section 4. The Council president is hereby authorized to execute any documents necessary pursuant to this Resolution.

Section 5. This Resolution shall be in full force and effect after adoption.

ALL OF WHICH IS RESOLVED THIS 11 DAY OF Aug 2014.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
Jim Ake	Jim Ake	Jim Ake
Steven Hoover	Steven Hoover	Steven Hoover
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
Charles Lehman	Charles Lehman	Charles Lehman
Robert J. Smith	Robert J. Smith	Robert J. Smith
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 14-122 was delivered to the Mayor of Westfield on the 12 day of August, 2014, at 10:30 a.m.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE RESOLUTION 14-122 this 12 day of August, 2014.

J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 14-122 this _____ day of _____, 2014

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

City of Westfield, Indiana
Local Fiscal Recovery Fund
Non-profit Grant Program

Grant Agreement

The City of Westfield, Indiana ("City"), having been awarded certain funds under the American Rescue Plan Act of 2021 ("ARPA") from the United States Department of Treasury ("Treasury") as a part of the Coronavirus State and Local Fiscal Recovery Funds Program ("SLFRF"), now enters into this Grant Agreement ("Agreement") with Westfield Youth Assistance, Inc. d/b/a Westfield Youth Assistance Program ("Recipient") (together, the "Parties") under the terms set forth below.

RECITALS

WHEREAS, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City ("Final Rule"), has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

WHEREAS, the Recipient is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) currently operating in the City, which has provided sufficient information to the City of Westfield, Indiana Common Council ("Common Council") demonstrating that Recipient has experienced decreased revenues or increased costs as a result of reduced charitable contributions or uncompensated for increases in demand for services.

WHEREAS, The City wishes to respond to the decreased revenues or increased costs as a result of reduced charitable contributions or uncompensated for increases in demand for services experienced by Recipient by providing a portion of the City's SLFRF funds in the form of a grant to Recipient.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, that the Parties deem sufficient, the parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.

2. **City's Obligations.** In consideration for Recipient's execution of this Agreement, the City agrees as follows:

    a. Under the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of $150,168 ("Grant") to Recipient to be used by Recipient for any or all of the following uses ("Permitted Uses"), all of which are in response to the economic harm experienced by Recipient:

i. Payroll of Recipient;
ii. Mortgage or rent payments of Recipient;
iii. Other operating costs of Recipient; or
iv. COVID-19 mitigation in Recipient's operations.

b. Grant funds shall be disbursed to Recipient in one lump sum amount via check or wire payable to "Recipient" no later than October 1, 2022.

3. **Recipient's Obligations.** Recipient understands and agrees it shall expend the funds comprising the Grant only for purposes identified as Permitted Uses of the Grant funds. Recipient further understands and agrees to the following:

a. If Recipient uses the Grant funds for any purpose other than the Permitted Uses ("Improper Use") Recipient shall immediately reimburse the City for the full amount of Grant funds expended on an Improper Use and the amount of the Award available to Recipient shall, at a minimum, be reduced commensurate with the amount of the Improper Use. Recipient agrees to pay all reasonable costs of enforcement of this Agreement, including reasonable attorneys' fees.

b. Recipient agrees to expend the full amount of the Grant on Permitted Uses by no later than December 31, 2023 (the "Spending Period") and Recipient further agrees that Grant funds remaining at the end of the Spending Period shall be repaid to the Unit.

Notwithstanding the above Subsection 3(b) hereof, Recipient may, for good cause, request in writing that the Common Council extend the Spending Period for an additional 6 months.

i. The Common Council, in its sole discretion, may upon the written request of Recipient extend the Spending Period for an additional 6 months (the "Extended Spending Period").

ii. If the Common Council, in its sole discretion by a vote taken at a duly noticed public meeting, authorizes the Extended Spending Period described in the above, Subsection 3(b)(ii) hereof the term "Spending Period" as used herein shall refer to the Extended Spending Period.

c. Recipient affirms its status as a non-profit in good standing. In the event Recipient ceases to maintain good standing or tax-exempt status for any reason, Recipient shall notify the City immediately and the Unit, in its sole discretion, may require immediate repayment of all Grant funds disbursed to Recipient to the City.

d. Recipient agrees to provide the City with sufficient information to facilitate the City's reporting obligations under ARPA and the Final Rule. This will include reporting on the following terms:

i. On the earlier of five (5) business days following the day on which the full amount of the Grant funds have been expended by Recipient or five (5) business days after the Spending Period ends, Recipient shall file a report with the City that includes: (a) the amount of Grant funds spent by Recipient during the Spending Period, (b) sufficient detail describing

how the Grant funds were used by Recipient during the Spending Period, and (c) supporting documentation evidencing the expenditure of Grant funds by Recipient during the Spending Period. The report should be sent to attention of the Common Council President and the Clerk-Treasurer.

ii. At any time the City, its auditor, or its legal counsel may request Recipient provide additional information and records related to Recipient's use of Grant funds. Recipient agrees to comply with such requests within forty-eighty (48) hours of receipt of such requests and to otherwise work collaboratively with the City to ensure the City's compliance with ARPA, the Final Rule, and any other applicable laws or regulations related to the SLFRF funds or the Grant to Recipient.

e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:

i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.

ii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

iii. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.

iv. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.

f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of the City to finance, maintain, repair, replace, or otherwise control the resulting work.

4. **Public Records.** Recipient understands that the City is subject to certain public records requests under Indiana's Access to Public Records Act. As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any

information in this Agreement or in any other materials that Recipient provides to the City either voluntarily or under this Agreement is considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City under the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as "CONFIDENTIAL/SENSITIVE INFORMATION" when providing such material or information to the City . The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law including but not limited to Indiana Code 5-14-3, *et. seq*., and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

6. **Non-appropriation.** The sole source of the Grant funds shall be from the City's received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City's obligations under this Agreement, the City's obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City's disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Common Council's appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether or not disburse SLFRF funds to Recipient lies within the discretion of the Common Council.

7. **Remedies.**

    a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.

b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate, or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.

c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records, including the payment of reasonable attorneys' fees incurred by the City as a result of the breach.

d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.

8. **Indemnity.** The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims

result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

9. **Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with the United States Government seeking to recoup the expended Grant funds, including interest and/or any other penalty provided by law.

10. **Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 9, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the City:

The City of Westfield, Indiana
ATTN: Common Council President and
ARPA Committee President
2728 East 171st Street
Westfield, Indiana 46074

Clerk-Treasurer
130 Penn St.
Westfield, IN 46074

With copy to:
City Attorney
2728 E 171st St.
Westfield, IN 46074

If to Recipient:

Westfield Youth Assistance, Inc.
ATTN: President
116 East Main St.
Westfield, IN 46074

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

11. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted, as appropriate, in the United States District Court for the Southern District of Indiana or the Hamilton County Court and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably

waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

12. **Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

13. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties

15. **Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.

16. **Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17. **Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

18. **Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

19. **E-Verify**. Under Ind. Code § 22-5-1.7-11, Recipient, by entering into the Contract with the City, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Recipient is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. See Exhibit A, attached here, for E-Verify Affidavit, as required by law.

20. **Non-Discrimination**. Recipient agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant is a breach of the Contract.

[*SIGNATURE PAGE TO FOLLOW; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates listed below.

CITY OF WESTFIELD, INDIANA	**WESTFIELD YOUTH ASSISTANCE, INC.**
By;_____	By:_____
Andrew J Cook	Steve Latour
Mayor	President, Westfield Youth Assustance, Inc
Date: _____	Date: _____

EXHIBIT A – E-VERIFY AFFIDAVIT

I, _____, under the pains and penalties for perjury, being over the age of eighteen and of sound mind, and authorized on behalf of Recipient to make these representations do hereby swear and affirm that:

1. The Recipient has enrolled and is participating in the E-Verify program, to the extent it applies to the Recipient;
2. I will, within 10 days of the execution of the Agreement, provide the City with documentation confirming that the Recipient has enrolled and is participating in the E-Verify program subject to number 1 above; and
3. Recipient does not knowingly employ an unauthorized alien.

Date:_____

_____

Steve Latour,

President, Westfield Youth Assistance, Inc.

2022047502 ORDINANCE $25.00
09/27/2022 12:41:25P 37 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE NUMBER 22-28

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE TEXT OF THE MIDTOWN AT WESTFIELD PLANNED UNIT DEVELOPMENT BEING THAT OF ORDOINACE 19-21 AND TITEL 16 – LAND USE CONTROLS

"Midtown at Westfield PUD Amendment I"

This amendment to a Planned Unit Development District Ordinance (the "**Amendment**"), known as the MIDTOWN AT WESTFIELD PUD DISTRICT (Ordinance 19-21, the "**Midtown Ordinance**"), to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "**UDO**"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code§ 36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "**Commission**") considered a petition (Petition No. 2207-PUD-15), filed with the Commission requesting an amendment to Ordinance 19-21, enacted by the Common Council of the City of Westfield (the "**Council**") on September 9, 2019;

WHEREAS, the Amendment pertains to the subject real estate located north of 191st Street and east of U.S. Highway 31 North, and more particularly identified by legal description in Exhibit A attached hereto and incorporated herein (the "**Real Estate**");

WHEREAS, the Commission forwarded Petition No. 2207-PUD-15 to the Council with a favorable recommendation (Vote: 9 in favor, 0 opposed) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code§ 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on August 2, 2022;

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

NOW, THEREFORE, BE IT ORDAINED by the Council, meeting in regular session, that the UDO and Zoning Map are hereby amended as follows:

COPY

Section 1. Applicability of Ordinance.

1.1 The Midtown Ordinance is hereby amended for the Real Estate. In all other respects, the Midtown Ordinance shall remain in effect and unchanged. To the extent that the provisions of the UDO or the Midtown Ordinance conflict with the provisions of this Amendment, the provisions of this Amendment shall prevail.

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Amendment and any exhibits attached hereto, and (ii) the Midtown Ordinance, and (iii) the provisions of the UDO, as amended and applicable to the Real estate, except as modified, revised, supplemented or expressly made inapplicable by this Amendment.

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

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

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

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

3.1 The District is hereby divided into two (2) areas, as depicted on the Concept Plan and labeled as "**Lot 1**" and "**Lot 2**" (individually or collectively, the "**Lot**" or "**Lots**").

3.2 Development of each Parcel shall be regulated as set forth in this Amendment.

3.3 The boundaries of the Parcels shall be developed in substantial compliance with the Concept Plan. The final layouts and site plans within the Parcels shall be subject to the terms of this Amendment and may vary from the depictions shown in the Concept Plan.

Section 4. Overlay Districts. Section 6.2 of the Midtown Ordinance shall not apply to the Real Estate. Instead, the Building on Lot 1 of the Real Estate ("**Building 1**") shall be constructed in substantial compliance with the elevations attached hereto as Exhibit C ("**Building 1 Elevations**"). The Building on Lot 2 ("**Building 2**") shall be constructed in substantial compliance with the same character and quality as Building 1; however, the design of Building 2 may be different. Conceptual elevations of Building 2 are shown in Exhibit D ("**Building 2 Conceptual Renderings and Elevations**").

Section 5. General Regulations. The standards of Section 7 of the Midtown Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

5.1 Minimum Building Height: Section 7.7(A) of the Midtown Ordinance is hereby modified to permit a Minimum Building Height of: (i) two (2) stories on Lot 2; (ii) three (3) stories on no more that 50% of Building 1; and (iii) four (4) stories on at least 50% of Building 1.

Section 6. Development Standards. The standards of Section 8 of the Midtown Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

6.1 Character Imagery: Section 8.2(A) of the Midtown Ordinance is hereby modified for the Real Estate and is hereby replaced by Exhibit E (the "**Character Imagery Exhibit**") of this Amendment. In all other respects, Section 8.2(A) of the Midtown Ordinance shall remain in effect and unchanged.

6.2 Hotel and Office Subdistrict: Section 8.2(B) of the Midtown Ordinance is replaced and restated for the Real Estate as follows:

i. Glass shall constitute at least thirty-five (35) percent of the exterior surfaces of each Building Façade.

ii. In addition to glass, each Building Façade shall utilize a minimum of two (2) other exterior building materials.

iii. A minimum of twenty (20) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials.

iv. No more than eighty (80) percent of each Building Façade (exclusive of windows and doors) shall be architectural aluminum panels.

6.3 Landscaping Standards.

i. Foundation Plantings. Section 8.4(B) of the Midtown Ordinance is amended to include the following additional text: Foundation plantings shall not be required along portions of the Front Building Façade where pedestrian infrastructure or covered canopy areas abut such façade.

ii. Parking Area Design. Section 8.4(E)(i) of the Midtown Ordinance shall be amended to include the following additional text: Perimeter Parking Area Landscaping shall not be required along the south property line of Lot 1.

6.4 Lighting Standards: Section 8.5(A) of the Midtown Ordinance is hereby modified to permit the street light and parking lot light fixtures included in Exhibit F (the "**Light Fixtures**") of this Amendment to be installed on the Real Estate. The luminaires on

the street light fixtures shown on Page 1 of Exhibit F shall include full covers to prevent light from projecting vertically from the fixtures.

6.5 Parking and Loading Standards: Section 8.7 of the Midtown Ordinance is hereby modified for the Real Estate as follows: Parking Space requirements shall be determined by the Director based upon data supplied in response to traffic and parking data requested to be furnished with the application for a Detailed Development Plan.

6.6 Sign Standards: Section 8.8 of the Midtown Ordinance is hereby modified to permit signage on Lot 1 in substantial compliance with the sizes and locations of the signage included in Exhibit C ("**Building 1 Signage**") of this Amendment.

i. Building 1 Signage shall not exceed the Sign Areas shown on Exhibit G, attached hereto.

ii. Corporate logos incorporated into exterior building materials on Buildings on the Real Estate shall not constitute Signs.

iii. All other Signs on the Real Estate shall comply with the UDO.

Section 7. Infrastructure Standards. Infrastructure on the Real Estate shall comply with the UDO, the Midtown Ordinance and the City's Construction Standards (see Chapter 7 Subdivision Regulations) unless otherwise approved by the Department of Public Works.

Section 8. Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

ALL OF WHICH IS ORDAINED/RESOLVED THIS 8th DAY OF AUGUST, 2022.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
James Edwards	James Edwards	James Edwards
Scott Frei	Scott Frei	Scott Frei
Jake Gilbert	Jake Gilbert	Jake Gilbert
Mike Johns	Mike Johns	Mike Johns
Troy Patton	Troy Patton	Troy Patton
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
Scott Willis	Scott Willis	Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 22-28** was delivered to the Mayor of Westfield on the 9th day of Aug, 2022, at 10:00A m.

Cindy Gossard

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-28**

this 10th day of August, 2022.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-28**

this _____ day of _____, 2022.

J. Andrew Cook, Mayor

This document prepared by: Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana 46074, (317) 773-2190.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Matthew S. Skelton.

EXHIBIT A

"Real Estate"

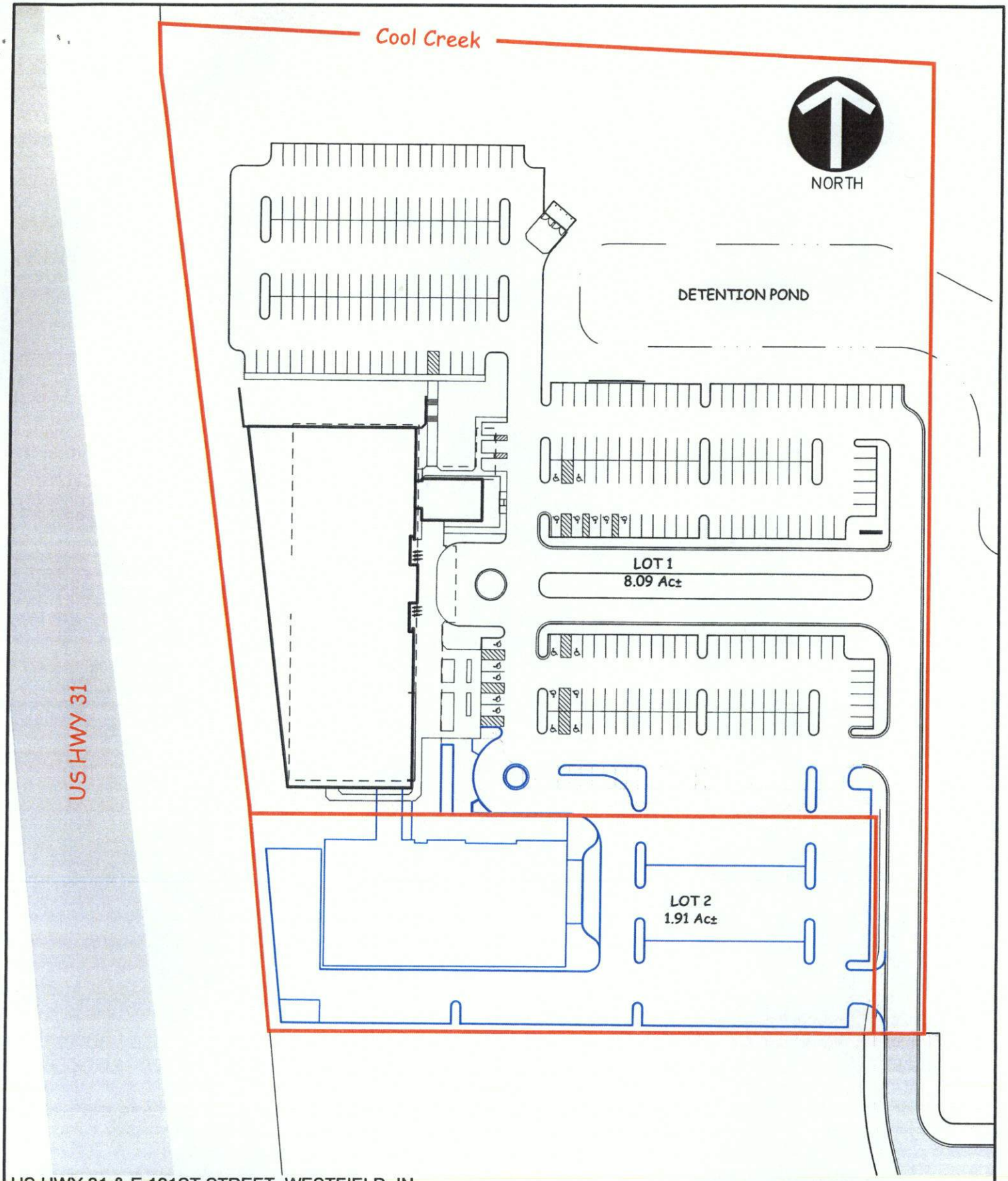
A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1330.93 FEET TO A HARRISON MONUMENT AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 49 MINUTES 56 SECONDS WEST, 129.37 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, 74.58 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST 191ST/ STREET AS CONVEYED TO THE STATE OF INDIANA AS INSTRUMENT NUMBER 2014010926 AND 2014021561 RECORDED IN THE OFFICE OF THE RECORDER FOR HAMILTON COUNTY; THENCE ALONG THE NORTHERN AND EASTERN LINES OF SAID INSTRUMENT NUMBERS FOR THE NEXT SEVEN (7) COURSES: (1) NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST, 350.00 FEET; (2) THENCE NORTH 88 DEGREES 54 MINUTES 57 SECONDS WEST, 325.04 FEET; (3) THENCE NORTH 52 DEGREES 08 MINUTES 13 SECONDS WEST, 118.93 FEET; (4) THENCE NORTH 05 DEGREES 24 MINUTES 33 SECONDS WEST, 437.38 FEET TO THE POINT OF BEGINNING; (5) THENCE CONTINUING NORTH 05 DEGREES 24 MINUTES 33 SECONDS WEST 181.05 FEET; (6) THENCE NORTH 07 DEGREES 21 MINUTES 55 SECONDS WEST, 575.59 FEET; (7) THENCE NORTH 01 DEGREE 39 MINUTES 52 SECONDS WEST, 39.10 FEET; THENCE SOUTH 87 DEGREES 11 MINUTES 19 SECONDS EAST 609.73 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST 762.31 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 20 SECONDS WEST, 516.33 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS.

EXHIBIT B

"Concept Plan"

The Concept Plan appears on the following page of this exhibit.



US HWY 31 & E 191ST STREET, WESTFIELD, IN

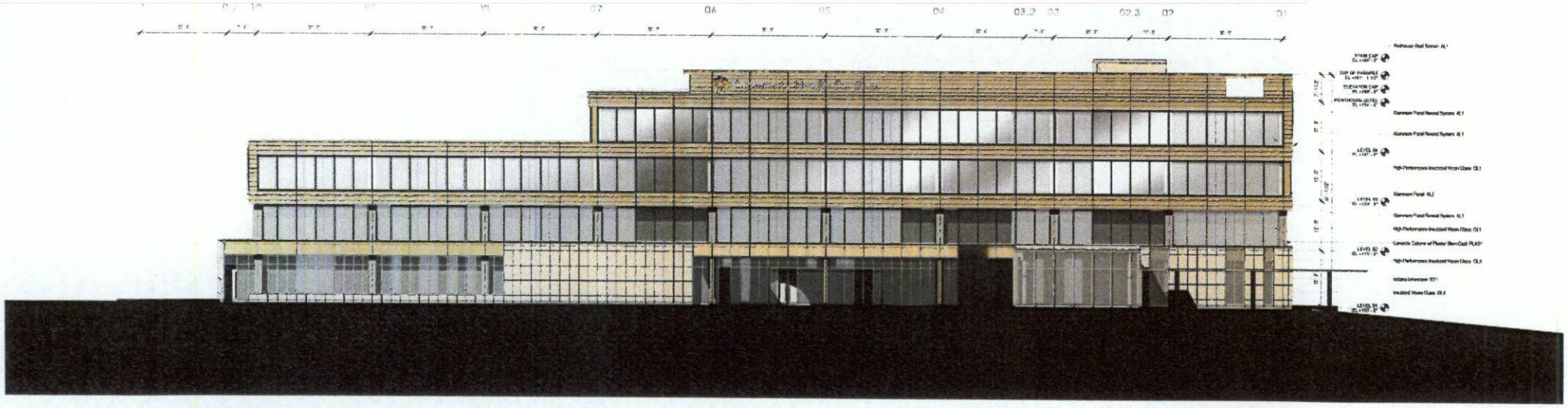
CSG PROJECT NUMBER ACG.060	DATE: 05/22/22	**CIVIL SITE GROUP, INC.** 718 ADAMS STREET, SUITE E CARMEL, INDIANA 46032 (317) 810-1677
	DWN. BY: BSC	
SHEET 1 OF 1	CHKD. BY: BSC	
	SCALE: 1" = 100'	

Civil Site GROUP, INC.

EXHIBIT C

"Building 1 Elevations"

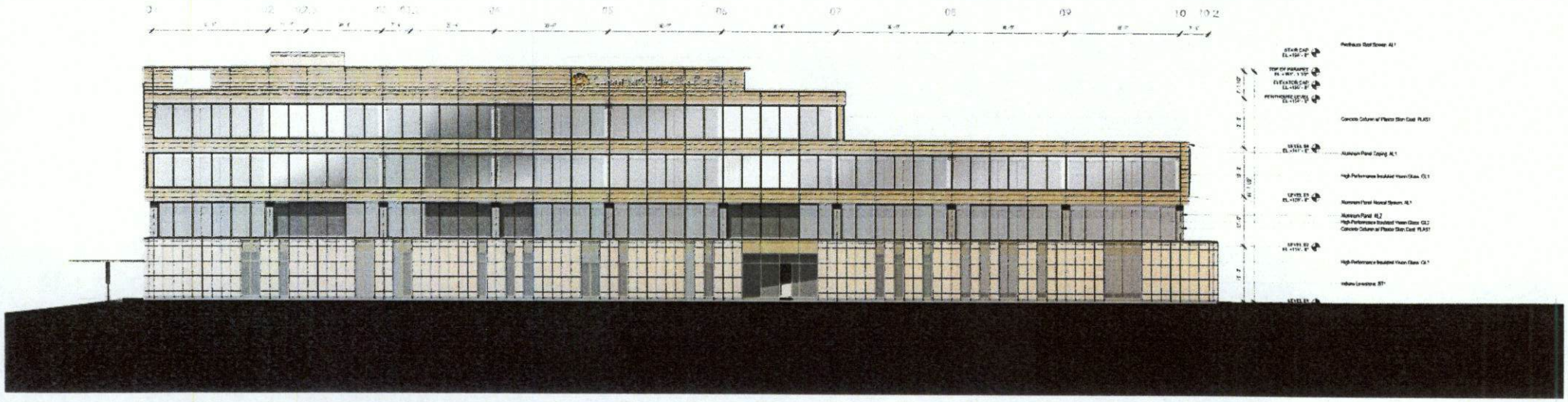
The Building 1 Elevations appear on the following four (4) pages of this exhibit.



ALDERSON COMMERCIAL GROUP.

East Elevation

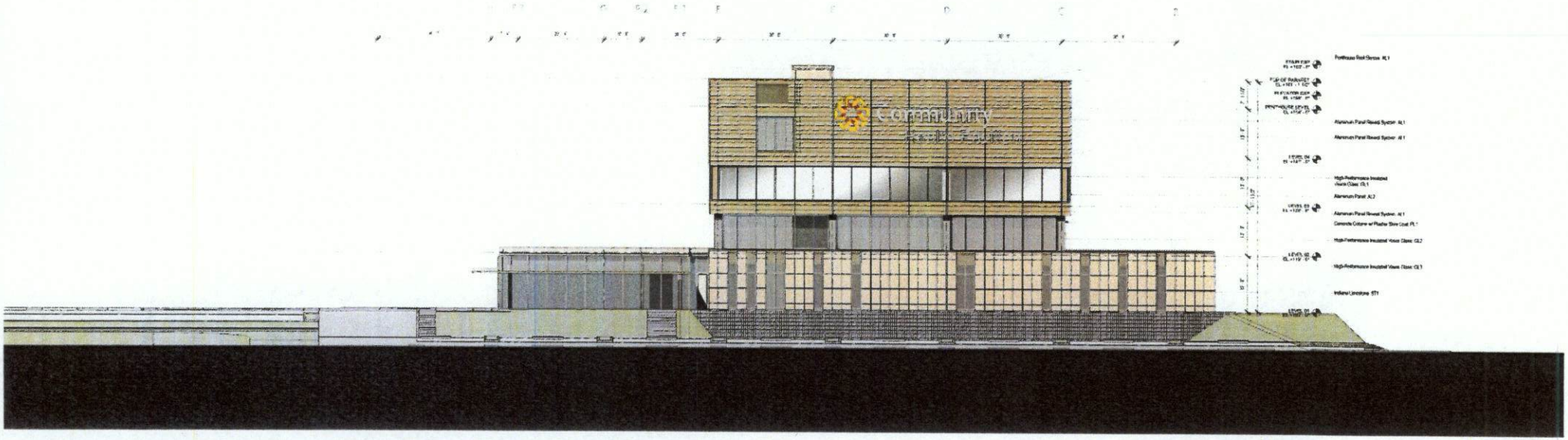
STUDIO AXIS



ALDERSON COMMERCIAL GROUP.

West Elevation

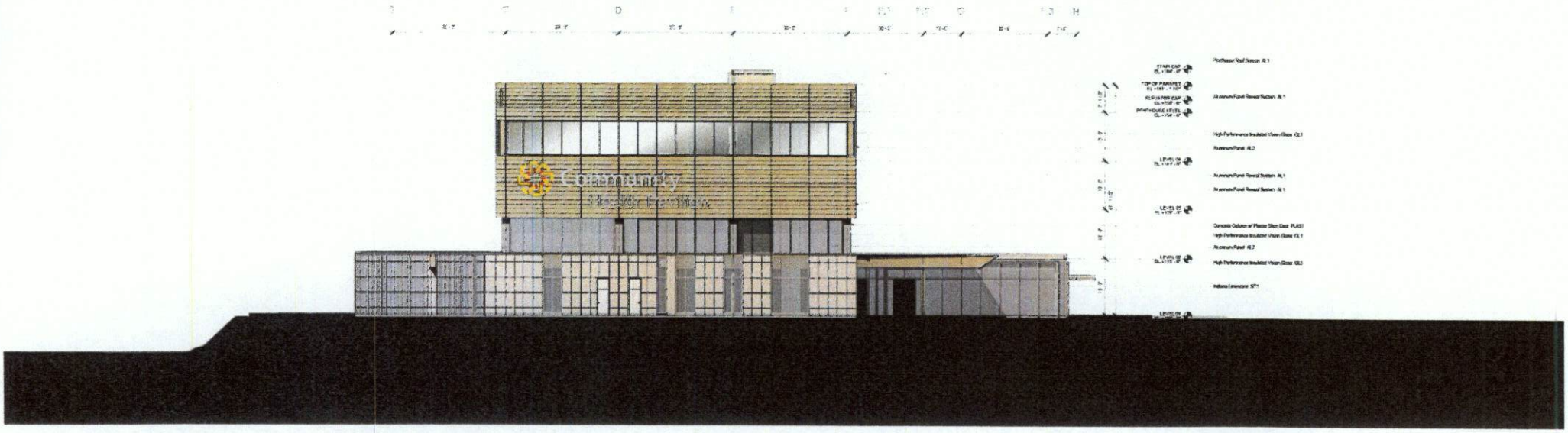
STUDIO AXIS



ALDERSON COMMERCIAL GROUP.

North Elevation

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

South Elevation

STUDIOAXIS

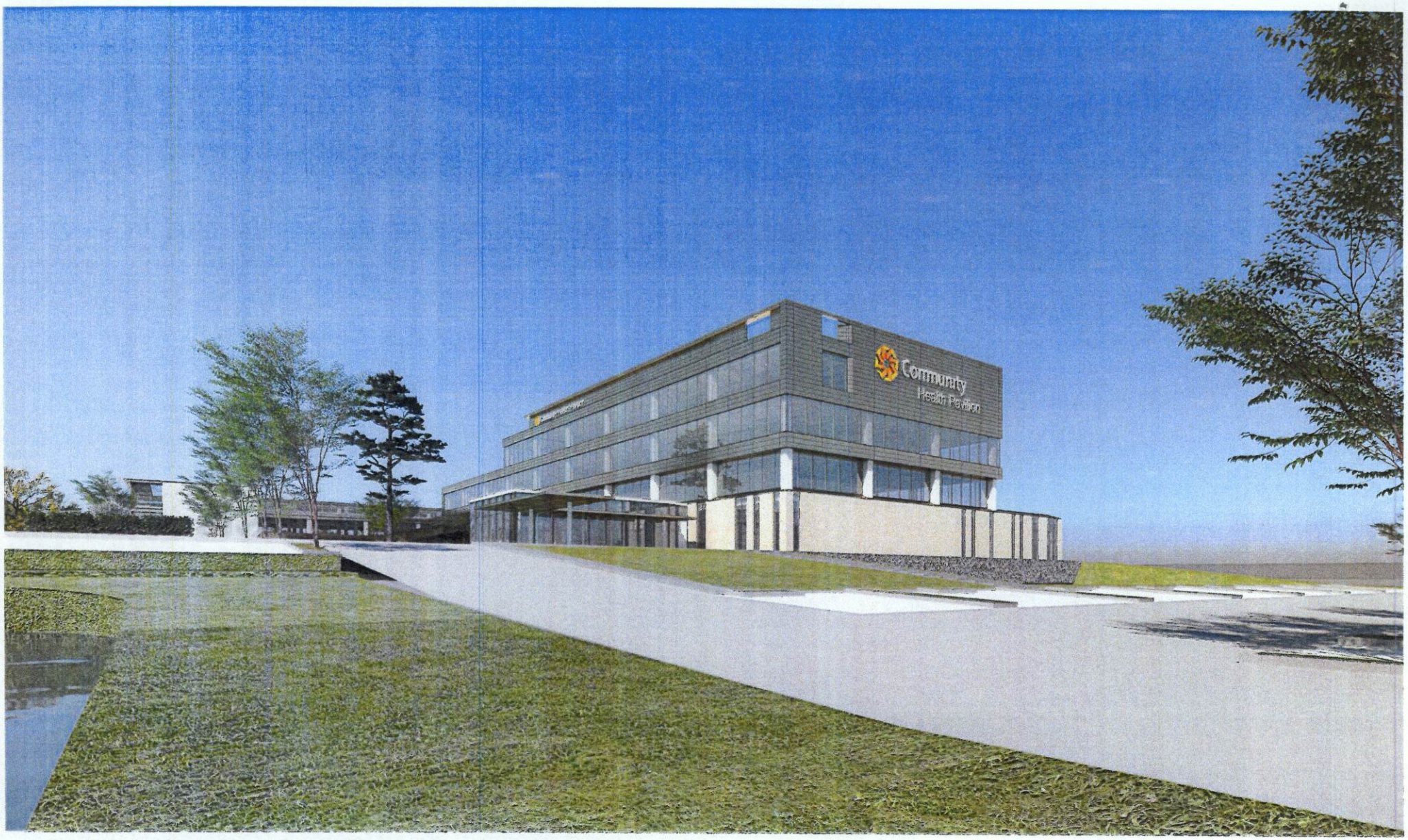
EXHIBIT D

"Building 2 Conceptual Renderings and Elevations"

The Building 2 Conceptual Renderings and Elevations appear on the following seven (7) pages of this exhibit.

ALDERSON COMMERCIAL GROUP.

STUDIO AXIS

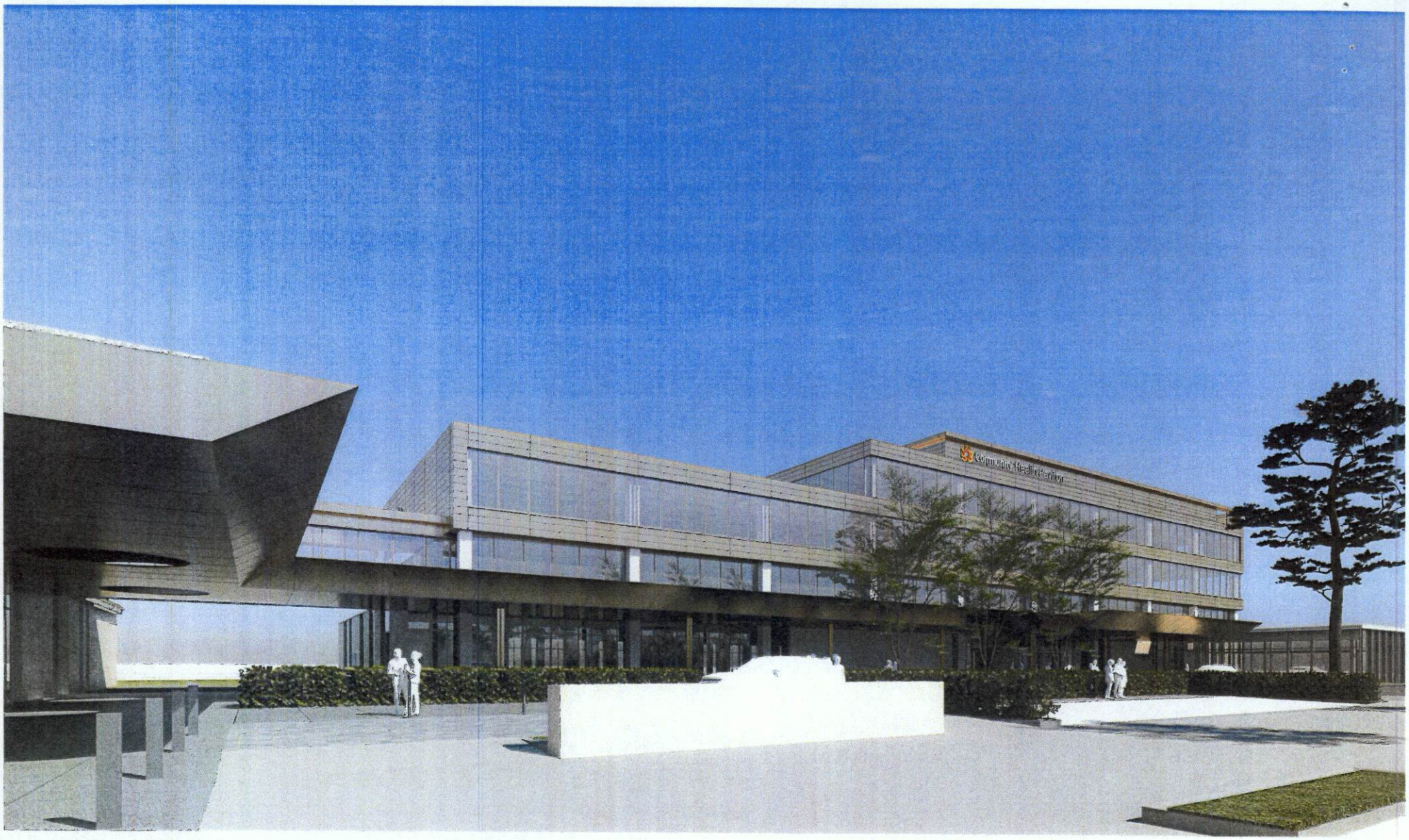


ALDERSON
COMMERCIAL GROUP.

STUDIO AXIS

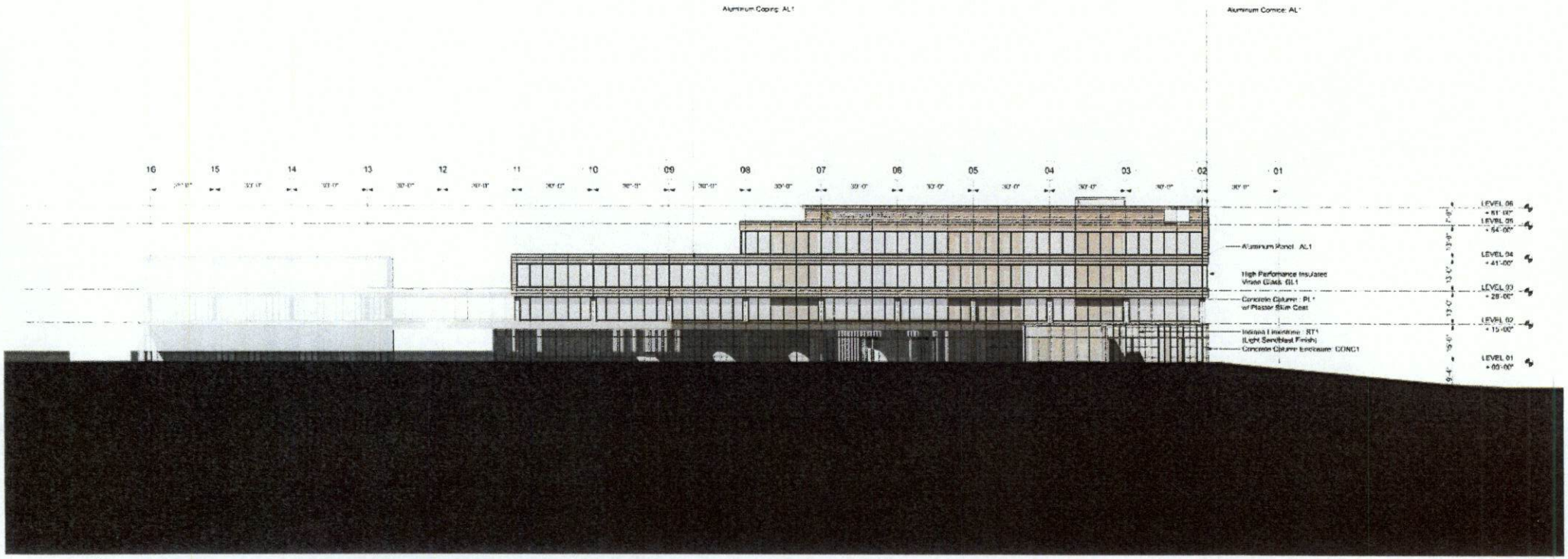
ALDERSON
COMMERCIAL GROUP

STUDIO AXIS



ALDERSON
COMMERCIAL GROUP.

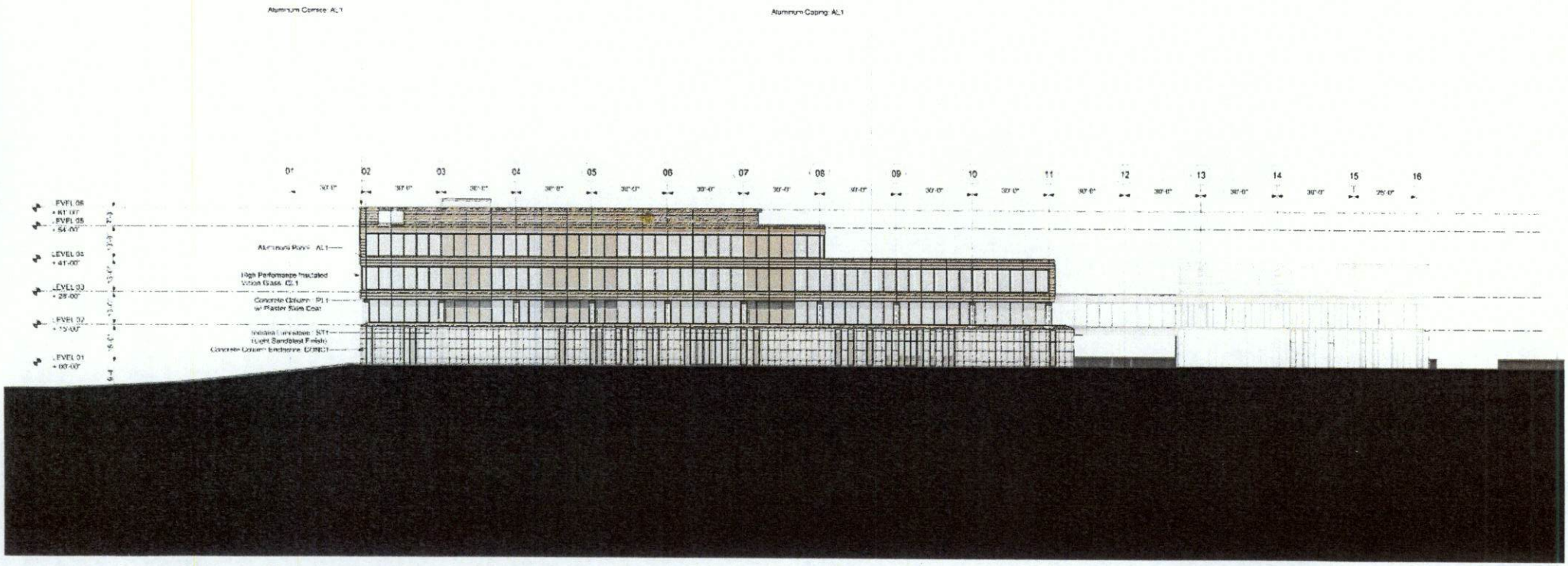
STUDIOAXIS



ALDERSON COMMERCIAL GROUP

East Elevation

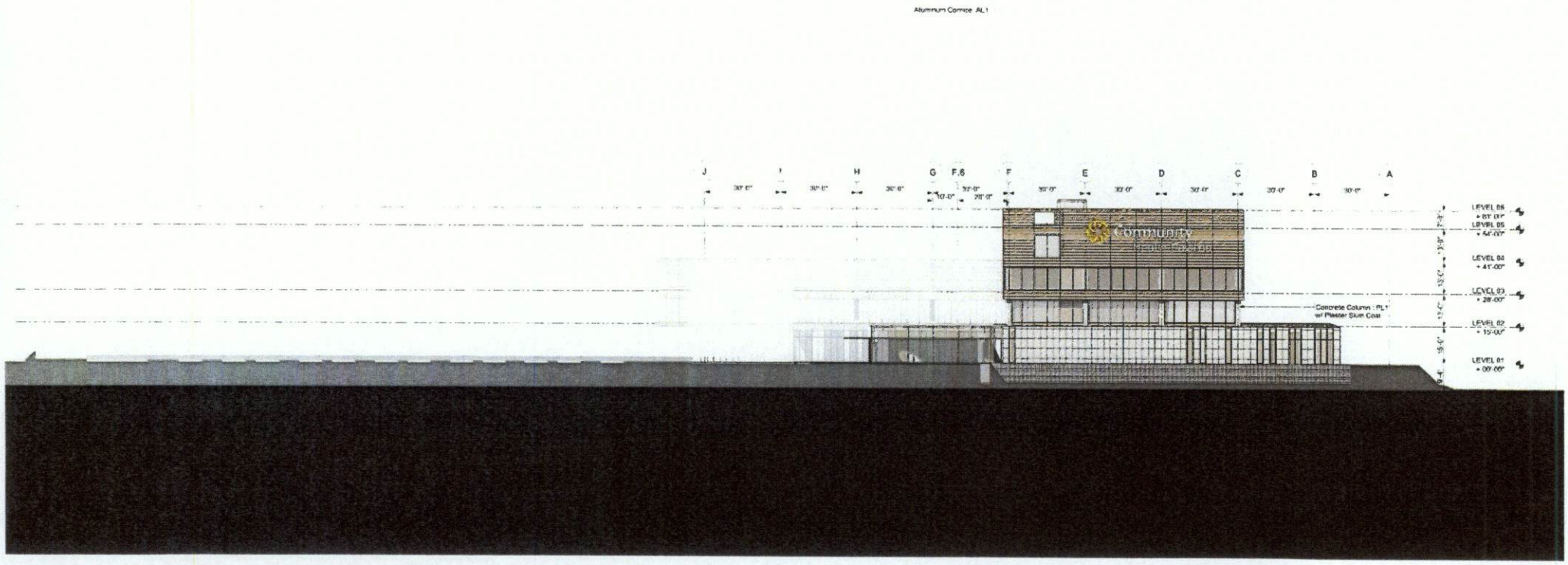
STUDIO AXIS



ALDERSON COMMERCIAL GROUP

West Elevation

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

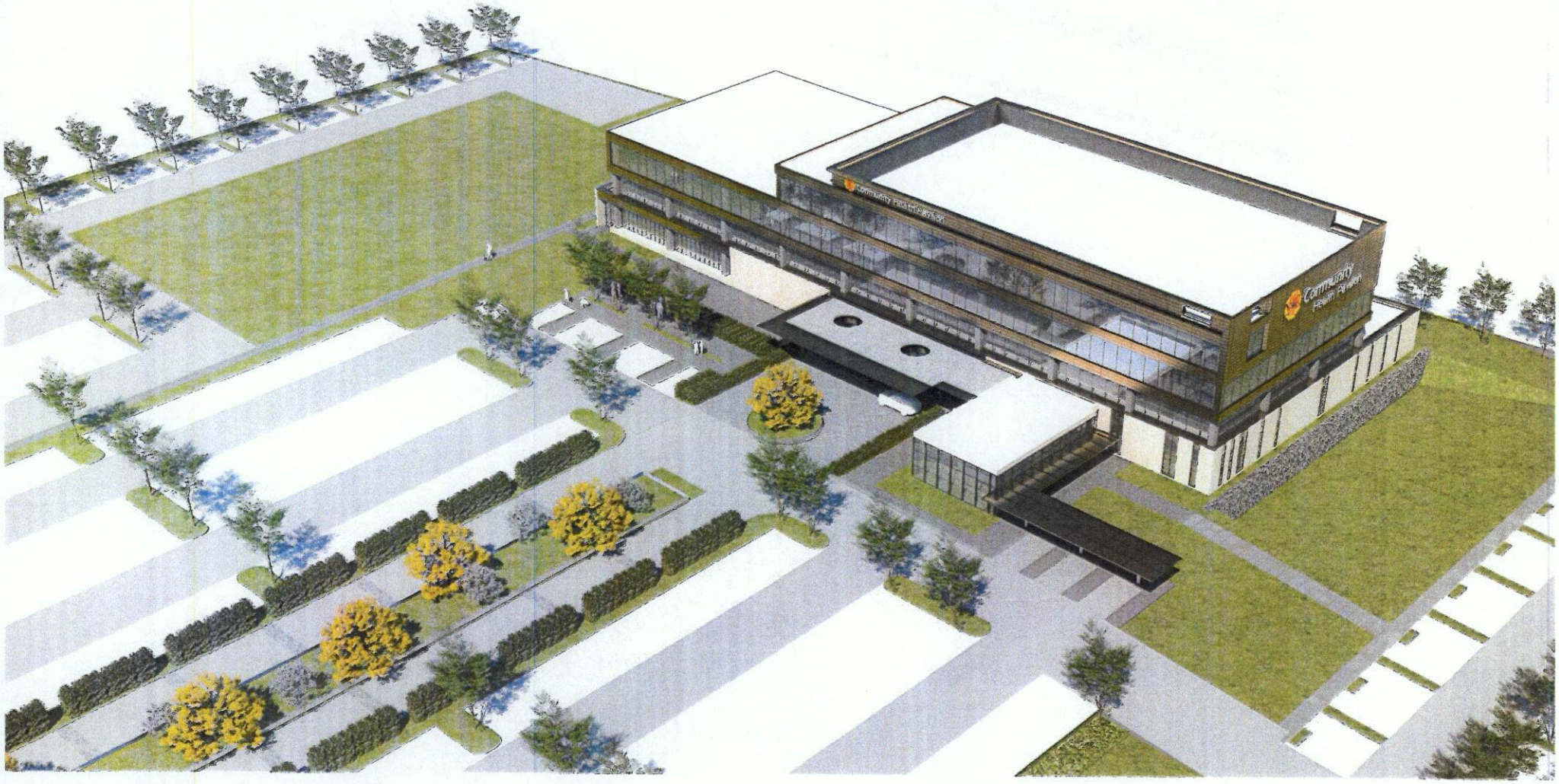
North Elevation

STUDIO AXIS

EXHIBIT E

"Character Imagery Exhibit"

The Character Imagery Exhibit appears on the following seven (7) pages of this exhibit.



ALDERSON
COMMERCIAL GROUP.

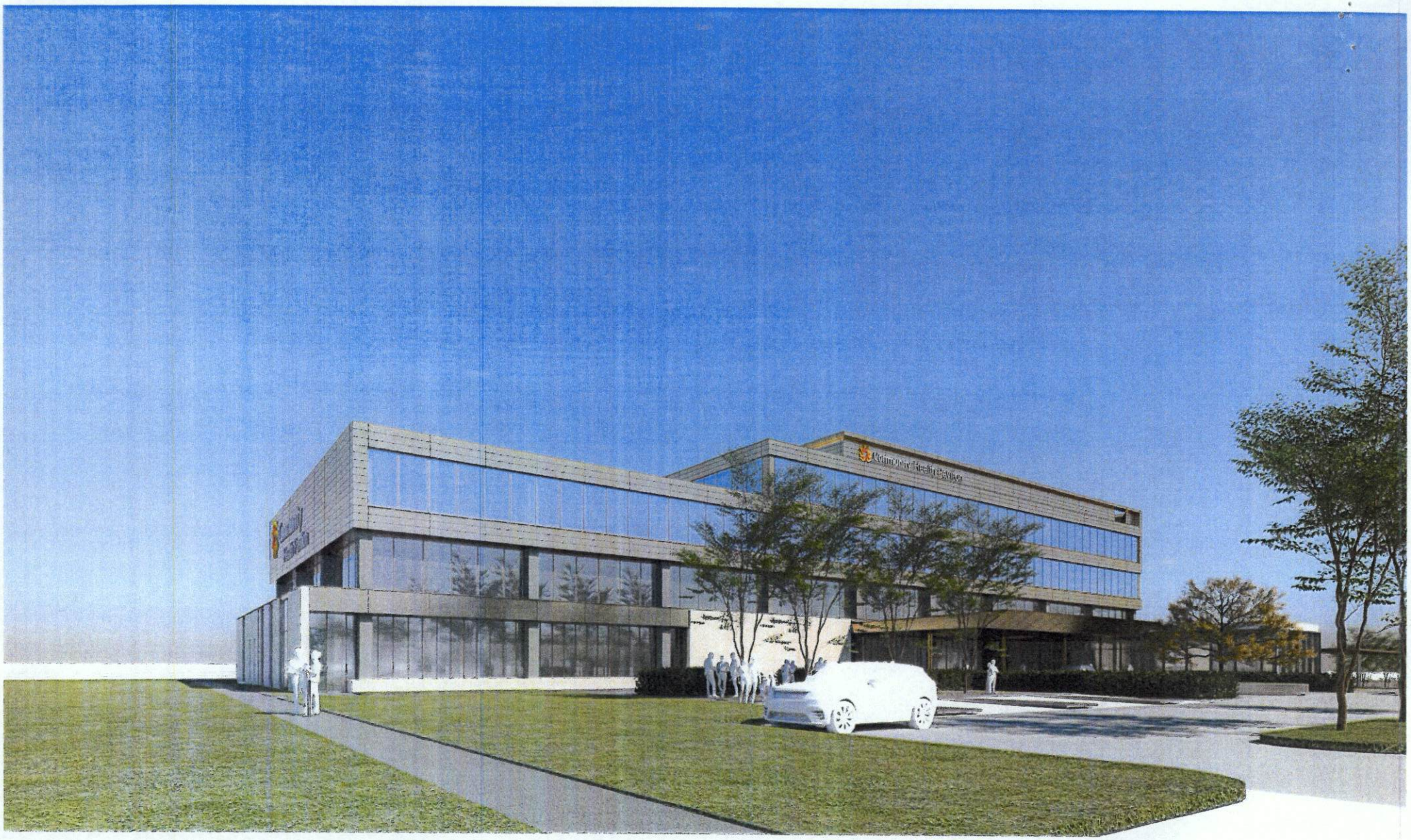
STUDIO AXIS

ALDERSON
COMMERCIAL GROUP.

STUDIO AXIS

ALDERSON
COMMERCIAL GROUP.

STUDIO AXIS



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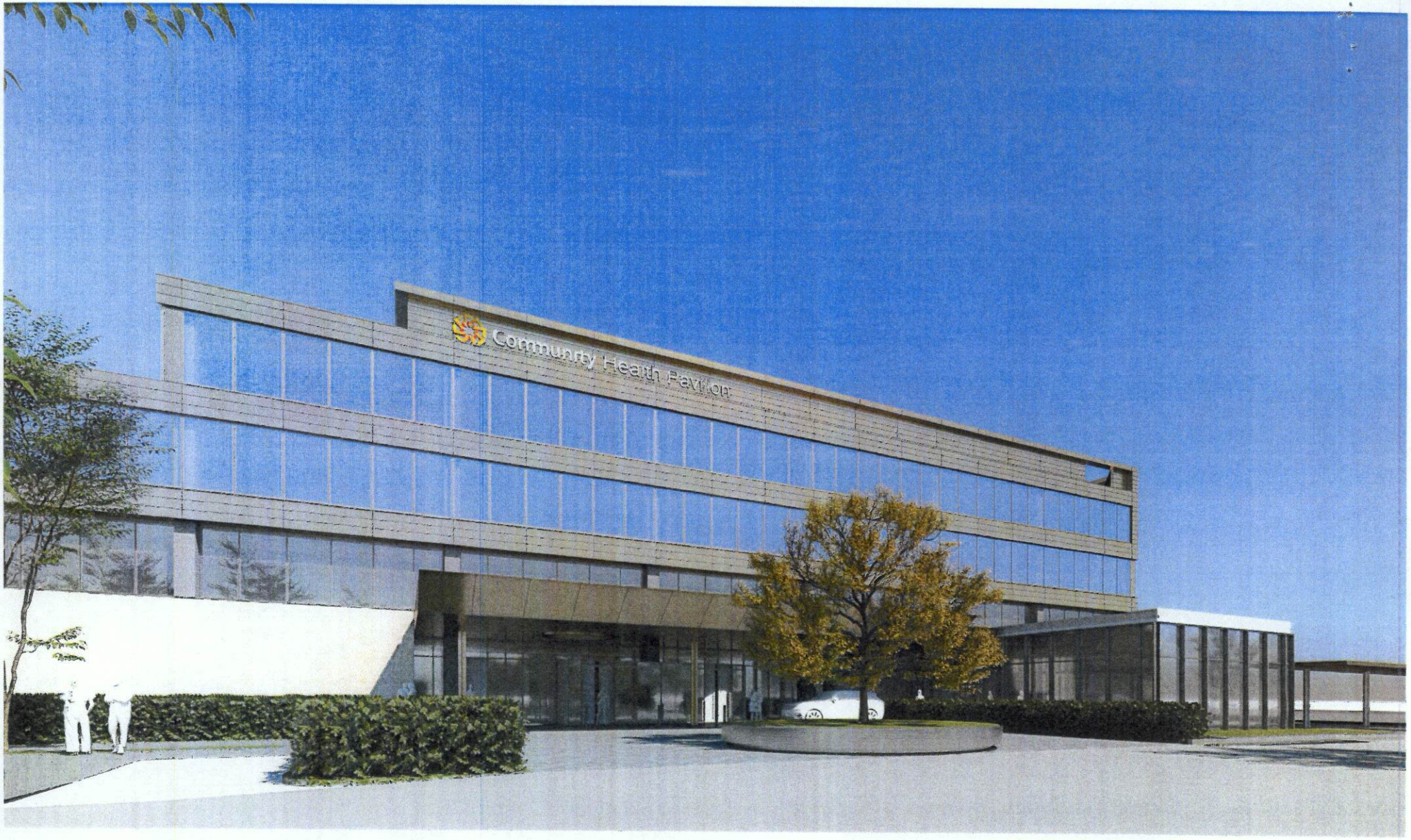
STUDIO AXIS

ALDERSON
COMMERCIAL GROUP.

STUDIO AXIS



ALDERSON
COMMERCIAL GROUP

STUDIO AXIS

ALDERSON
COMMERCIAL GROUP.

STUDIOAXIS

EXHIBIT F

"Light Fixtures"

Street lights installed within the green shaded area on the site plan figure on this Page 1 of Exhibit F shall be in substantial compliance with the light fixture image included on this Page 1 of Exhibit F.

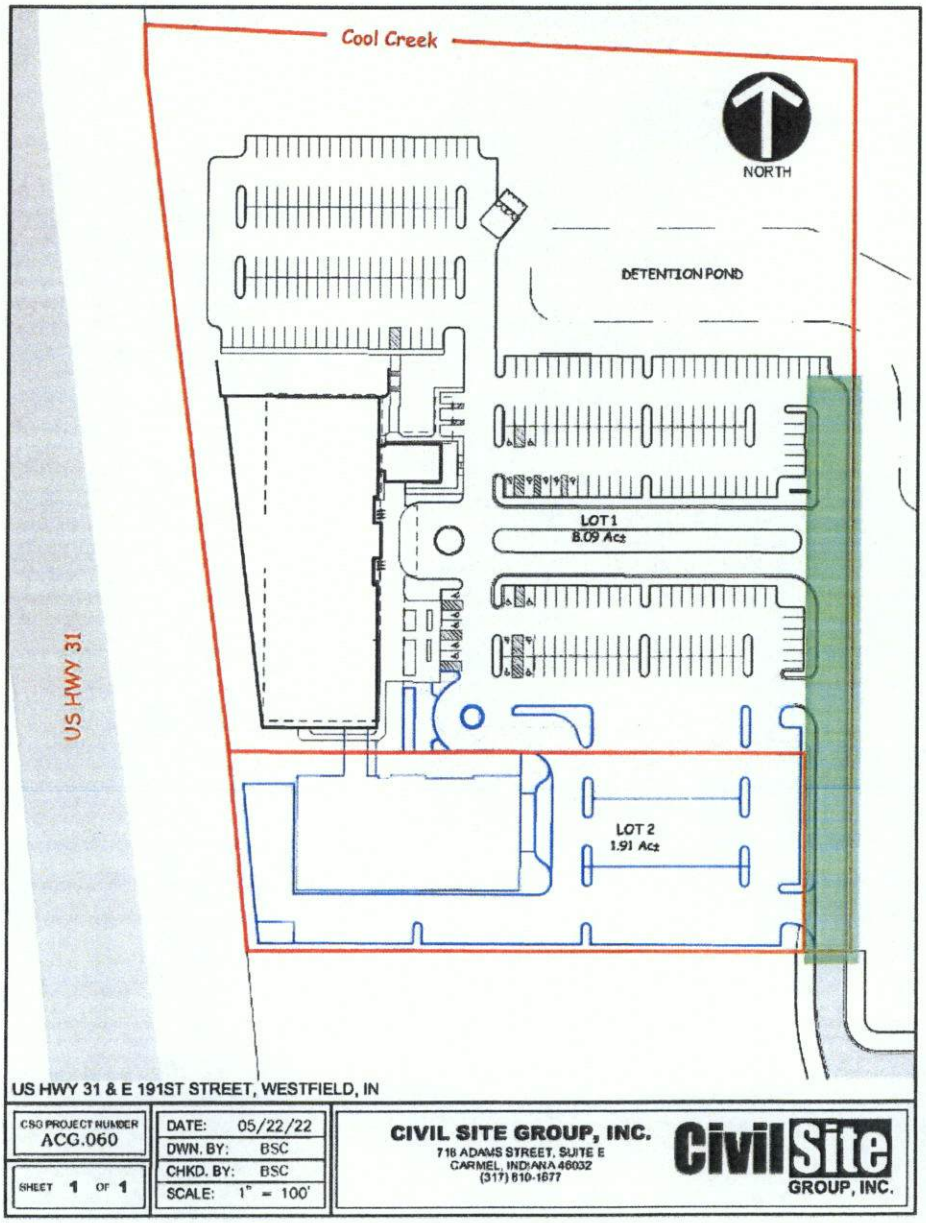
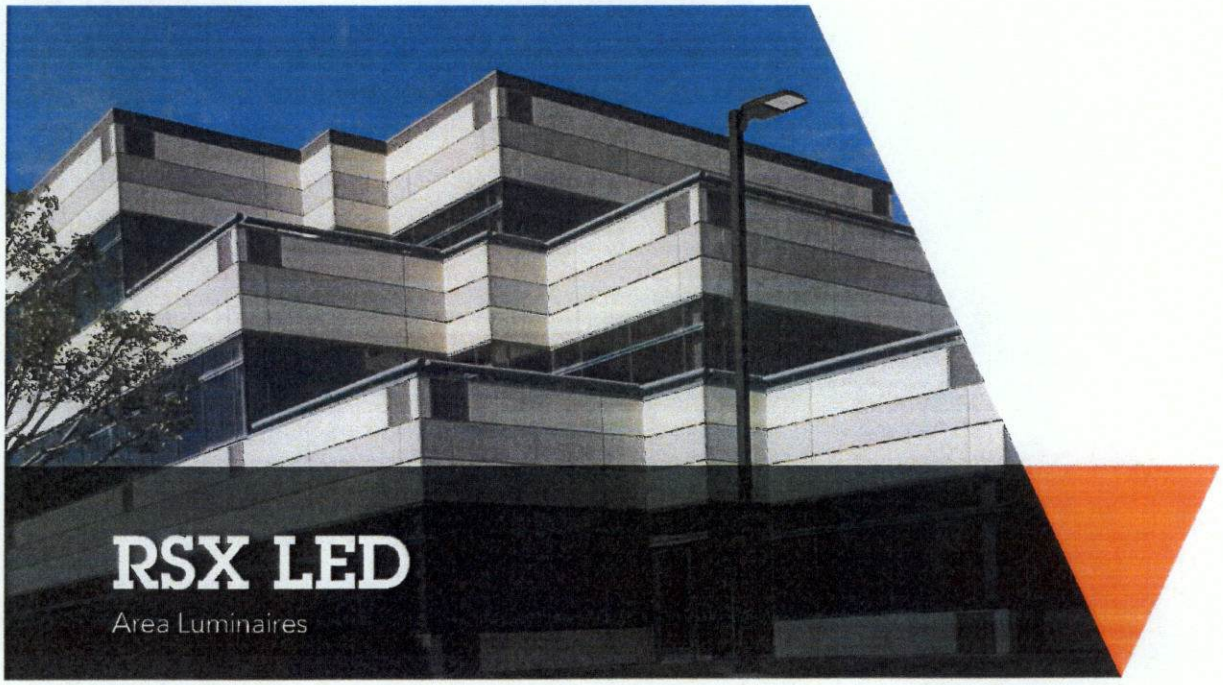


EXHIBIT F

"Light Fixtures"

Parking lot lighting installed on the Real Estate outside of the green shaded area on the site plan figure on Page 1 of Exhibit F shall be in substantial compliance with the style of light fixtures included on this Page 2 of Exhibit F.



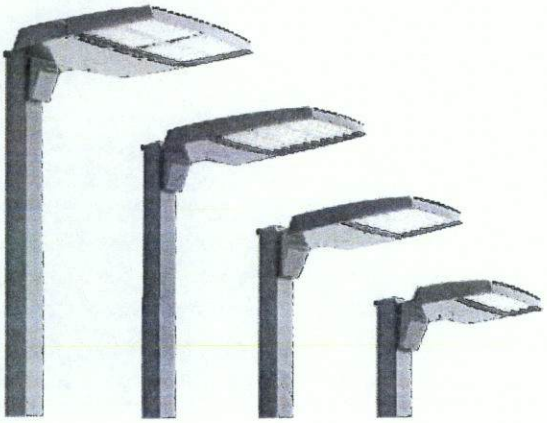
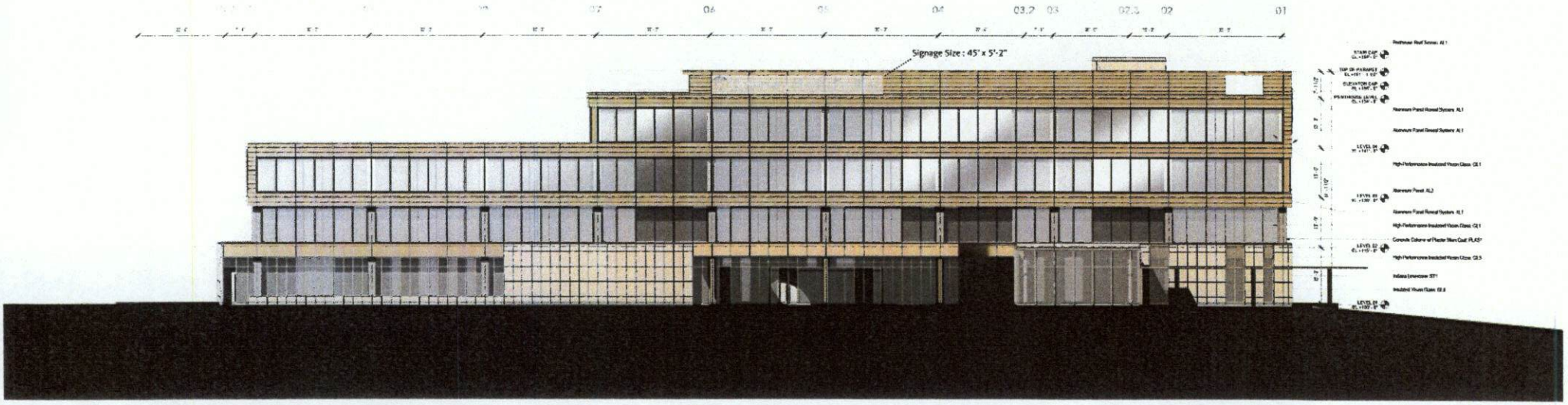


EXHIBIT G

"Building 1 Signage"

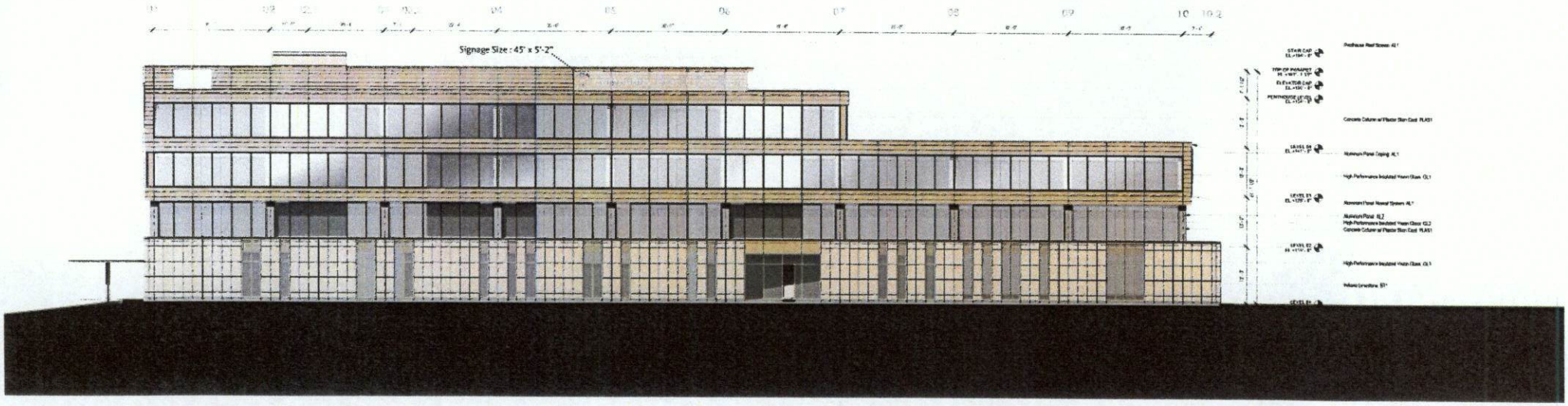
The Building 1 Signage exhibit appears on the following four (4) pages of this exhibit.



ALDERSON COMMERCIAL GROUP

East Elevation

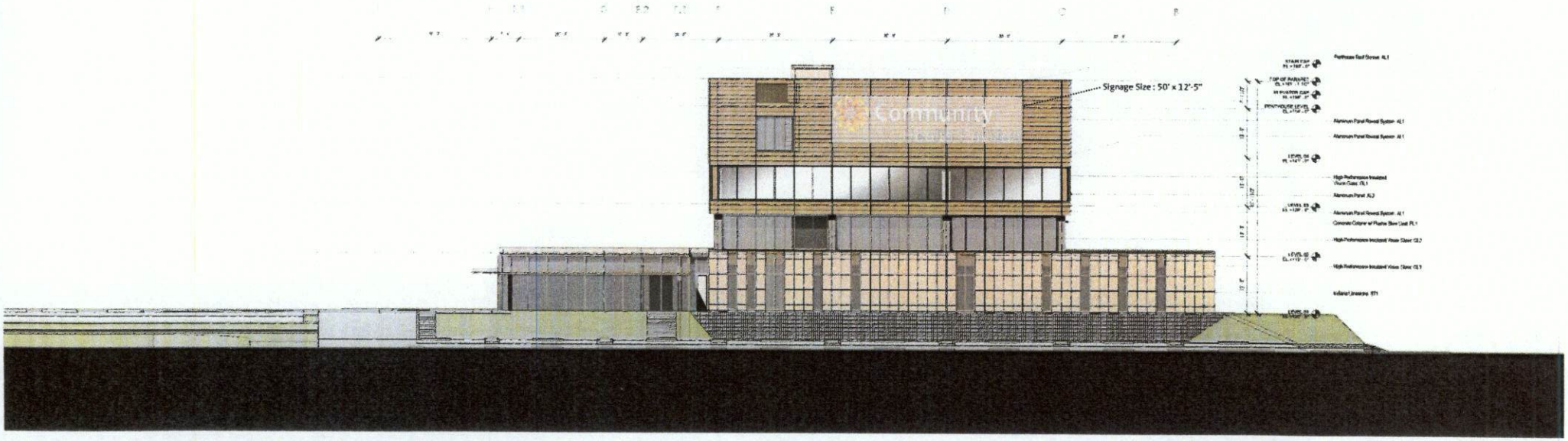
STUDIO AXIS



ALDERSON COMMERCIAL GROUP

West Elevation

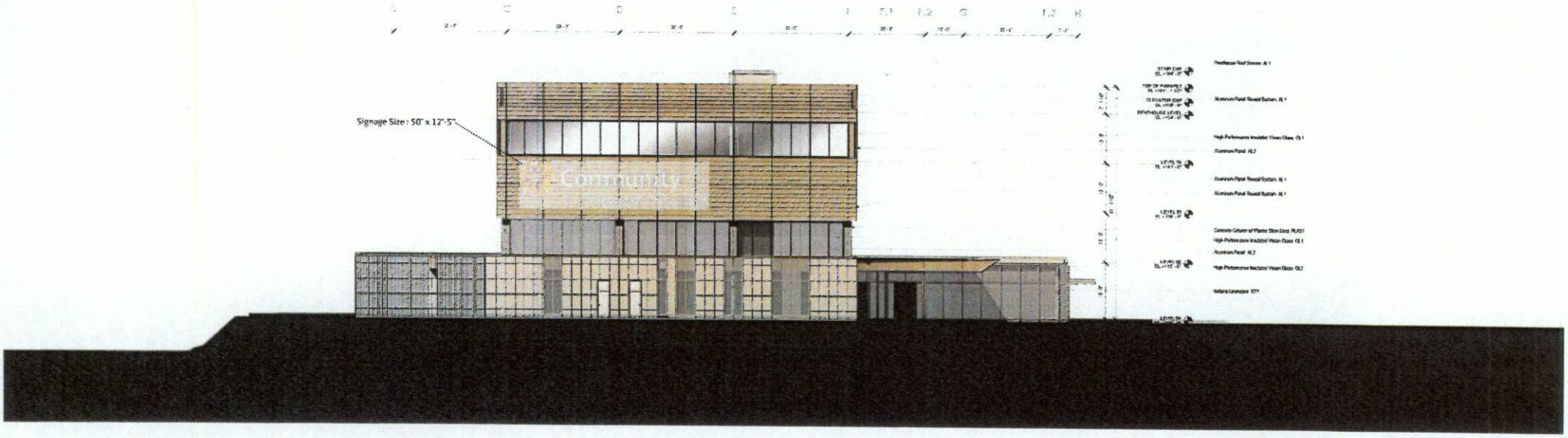
STUDIO AXIS



ALDERSON COMMERCIAL GROUP.

North Elevation

STUDIOAXIS



ALDERSON COMMERCIAL GROUP.

South Elevation

STUDIO AXIS

ORDINANCE 22-30

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA FOR THE APPROPRIATION OF ADDITIONAL FUNDS

2022047500 ORDINANCE $25.00
09/27/2022 12:41:25P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

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, at times, it becomes necessary to transfer funds within the approved budget or appropriate additional funds as contemplated and authorized under Ind. Code § 36-4-7-8 to maintain the fiscal integrity of the City;

WHEREAS, in 2020, the Common Council, through Ordinance 20-51, authorized the Clerk-Treasurer to "make any and all transfers necessary for the fiscal integrity of the City" without specification;

WHEREAS, the City has proceeds from the City's 2019 and 2020 General Obligation Bonds (the "Bonds") that were not appropriated for the current budget year;

WHEREAS, an additional appropriation is necessary to provide the City with sufficient funds to pay the costs of certain necessary expenditures such as the purchase or lease purchase of certain property including, but not limited to, vehicles and other equipment and road and construction projects;

WHEREAS, a notice of public hearing on the additional appropriation of the proceeds of the Bonds in the amount of Three Million Five Hundred and Forty-Five Thousand Seven Hundred and Ninety-Nine Dollars and Seventy-Four Cents ($3,545,799.74) was properly published and such public hearing has been held, at which all taxpayers had an opportunity to appear and be heard; and

WHEREAS, under Ind. Code § 6-1.1-18-5, the proper officers of the City shall file a certified copy of the additional appropriation proposal and any other relevant information to the Department of Local Government Finance ("DLGF") not later than fifteen days after the additional appropriation is adopted by the Council.

COPY

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana, that:

Section 1. The following additional appropriation of Three Million Five Hundred and Forty-Five Thousand Seven Hundred and Ninety-Nine Dollars and Seventy-Four Cents ($3,545,799.74), received as proceeds from the City's 2019 and 2020 General Obligation Bonds is hereby authorized to be transferred and appropriated as indicated below, subject to laws governing the same and following a public hearing as required under Ind. Code § 6-1.1-18-5:

Fund Name	**Budget Classification**	**Appropriation**
348013474	Go Bond 2019 PW Const	$373,570.00
350002472	Go Bond 2020 PD Equip	$40,311.00
350002473	Go Bond 2020 PD Vehicle	$ 255,678.00
350012473	Go Bond 2020 FD Vehicle	$ 11,640.81
350012474	Go Bond 2020 FD Const	$9,020.56
350013472	Go Bond 2020 PW Equip	$41,280.00
350013473	Go Bond 2020 PW Vehicle	$110,549.37
350013474	Go Bond 2020 PW Const	$2,703,750.00
	Total:	$3,545,799.74

Section 2. Said funds shall be disbursed to pay for various equipment, vehicles, and construction costs for the City's Fire, Police, and Public Works Departments.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED THIS 8th DAY OF Aug 2022 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

Voting For	Voting Against	Abstain
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 Gossard

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-30 was delivered to the Mayor of Westfield on the 9th day of Aug, 2022, at 10:00 Am.

Cindy Gossard

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-30 this 10th day of August, 2022.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-30 this _____ day of _____, 2022.

J. Andrew Cook, Mayor

This instrument prepared by: Kayla Moody-Grant, Taft Stettinius & Hollister, LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." */s/ Kayla Moody-Grant*

ADDITIONAL APPROPRIATION RESOLUTION-22-111

WHEREAS, It has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget; now therefore:

Section 1. Be it resolved by the Westfield City Council, Hamilton County, Indiana, that for the expense of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

FUND NAME	PURPOSE SPECIFIED	AMOUNT REQUESTED	AMOUNT APPROPRIATED
Operating Fund –	Capital Outlays	$ 1,942,500.00	$1,942,500.00
Construction Fund	Capital Outlays	$ 1,942,500.00	$1,942,500.00

******* ********** ********** ********** ********** ********** ********** ********** **********

Adopted this 8th day of August 2022.

AYE	NAY

ATTEST:

Clerk Treasurer

RESOLUTION 22-112

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD ESTABLIHING A CALENDAR FOR VARIOUS REPORTS, REVIEWS AND OTHER MATTERS ASAGENDA ITEMS FOR THE FIRST MEETING OF EACH MONTH

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 Council acts as the legislative body of the City and has regular meetings each month; and

WHEREAS, the Council desires to establish a schedule of special presentations, reviews, reports and other matters throughout each calendar year to better ensure the proper flow of meetings.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Westfield, Indiana, that:

Section 1. The attached Exhibit A sets for the calendar of agenda items on various months throughout the year.

Section 2. The Clerk Treasurer shall follow the schedule and place items on the agenda in designated months as set forth in the attached calendar.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED THIS 8th DAY OF AUGUST 2022 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
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 Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 22-112 was delivered to the Mayor of Westfield

on the 9th day of Aug, 2021, at 10:00 Am.

Cindy Gossard

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 22-112

this 10th day of August, 2022.

J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 22- 112

this_____day of_____, 2022.

J. Andrew Cook, Mayor

EXHIBIT A

City Council Calendar Agenda items for the first meeting of each month	
January	-- RDC Q4 and Year-End Report -- Appoint : Council President, Vice President, APC --Additional Boards & Commissions Appointments
February	Previous Year-End Budget Review
March	
April	RDC Q1 Report
May	Q1 Budget Review
June	
July	RDC Q2 Report
August	Q2 and Mid-Term Budget Review
September	Initiate Next Year Budget Discussion, Process & Procedures
October	-- RDC Q3 Report -- Finalize Upcoming Year Budget
November	Q3 Budget Review
	Annual Salary Ordinance
December	Any additional appropriations for the year