

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_07_13_2020

Monday, July 13, 2020 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, July 13, 2020 at 07:00 PM

MEETING PLACE: Virtual Conference Call

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

AGENDA

To submit a comment for the record on a public hearing item, please email
Planners@westfield.in.gov

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes from 6-22-2020](#)

Claims:

Documents: [Docket for July 13, 2020](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Old Business:

Ordinance 20-08: Wheeler Landing PUD Amendment III
Council Introduction: February 10, 2020

APC Public Hearing: March 2, 2020

APC Recommendation: July 6, 2020

Adoption Consideration: July 13, 2020

Documents: [Department Report](#) | [Location Map](#) | [Proposed Ordinance 20-08](#) | [Proposed Ordinance 20-08 Redline](#) | [Site Plan](#) | [Landscape Plan](#) | [Elevations](#) | [Grand Park Sports Campus Concept Plan](#) | [Public Comment](#) | [Issue List](#) | [Issue List-Petitioner Response](#) | [City Engineer Comments](#) | [Portillo's Letter on Parking](#) | [APC Certification](#)

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

Adoption Consideration: July 13, 2020

Documents: [Resolution 20-124](#) | [Table 5](#)

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

Council Introduction: June 8, 2020

Public Hearing: June 8, 2020

Adoption Consideration: July 13, 2020

Documents: [Ordinance 20-20](#) | [Location Map](#)

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

Council Introduction: June 8, 2020

APC Public Hearing: July 6, 2020

APC Recommendation: July 6, 2020

Adoption Consideration: July 13, 2020

Documents: [Staff Report](#) | [Location Map](#) | [Ordinance 20-22](#) | [Approved Site Plan](#) | [Outdoor Stage Area](#) | [APC Certification](#)

New Business:

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

Council Introduction: July 13, 2020

Public Hearing: July 13, 2020

Adoption Consideration: August 10, 2020

Documents: [Ordinance 20-24](#) | [Location Map](#)

Ordinance 20-25: Northpoint II PUD

Council Introduction: July 13, 2020

APC Public Hearing: September 8, 2020

APC Recommendation: October 5, 2020

Adoption Consideration: October 12, 2020

Documents: [Ordinance 20-25](#) | [Location Map](#) | [Concept Plan](#) | [Character Exhibit](#) | [Buffer Plan](#)

East Street Construction Inspection Contract

Documents: [East Street Construction Inspection Contract](#)

Ordinance 20-26: Transparency Related to Campaign Contributions
Council Introduction: July 13, 2020
Documents: [Ordinance 20-26](#)

Ordinance 20-27: Amending Planned Unit Development Ordinances
Council Introduction: July 13, 2020
Documents: [Ordinance 20-27](#)

Resolution 20-128: Operation of Grand Park Contracts/Agreements
Council Introduction: July 13, 2020
Documents: [Resolution 20-128](#)

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

Westfield City Council June 22, 2020

The Westfield City Council held a meeting on June 22, 2020 via a virtual conference call. Present on the call, were Joe Edwards, Scott Willis, Cindy Spoljaric, Jake Gilbert, Mike Johns, Scott Frei and Troy Patton. Also present were Clerk Treasurer Cindy Gossard, Mayor Andy Cook and Brian Zaiger, legal counsel.

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

Approval of Minutes:

Scott Willis made a motion to approve the June 8, 2020 minutes as presented.
Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Jake Gilbert made a motion to approve the claims as presented. Scott Willis seconded.
Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentations:

None

Old Business:

Ordinance 20-21: Issuing Economic Development Bonds (Spring Mill Centre)

Council Introduction: June 8, 2020

Adoption Consideration: June 22, 2020

Joe Edwards introduced stating this allows the issuance of the bonds not to exceed \$1,525,000.
Council questions regarding environmental issues where answered by Randy Zentz.

Scott Willis made the motion to approve Ordinance 20-21 as written.
Cindy Spoljaric seconded. Vote: Yes-7; No-0, Motion carries.

[Type here]

New Business:

Memorandum of Understanding/SEP

Joe Edwards presented stating this was the affirmation from the Council so the SEP project could proceed.

Scott Frei made the motion to approve the MOU as presented. Jake Gilbert seconded.
Vote: Yes-7; No-0. Motion carries.

Approval of up to three (3) Food Trucks for Saint Maria Goretti's Italian Fest on July 11th, 2020

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

City Council Comments:

None

Mayor Comments:

None

Without any further business, the meeting adjourned at 7:12 pm.

Clerk-Treasurer

President

[Type here]

ORDINANCE 20-20

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

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

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

WHEREAS, the Council has conducted a public hearing on June 8, 2020, as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 20-124); and,

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

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

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

Section 1. The Annexation Area, generally located on the west side of Horton Road south of 206th Street, and adjacent to the existing corporate limits along a portion of the eastern boundary of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

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

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

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

Cindy J. Gossard, Clerk-Treasurer

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

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

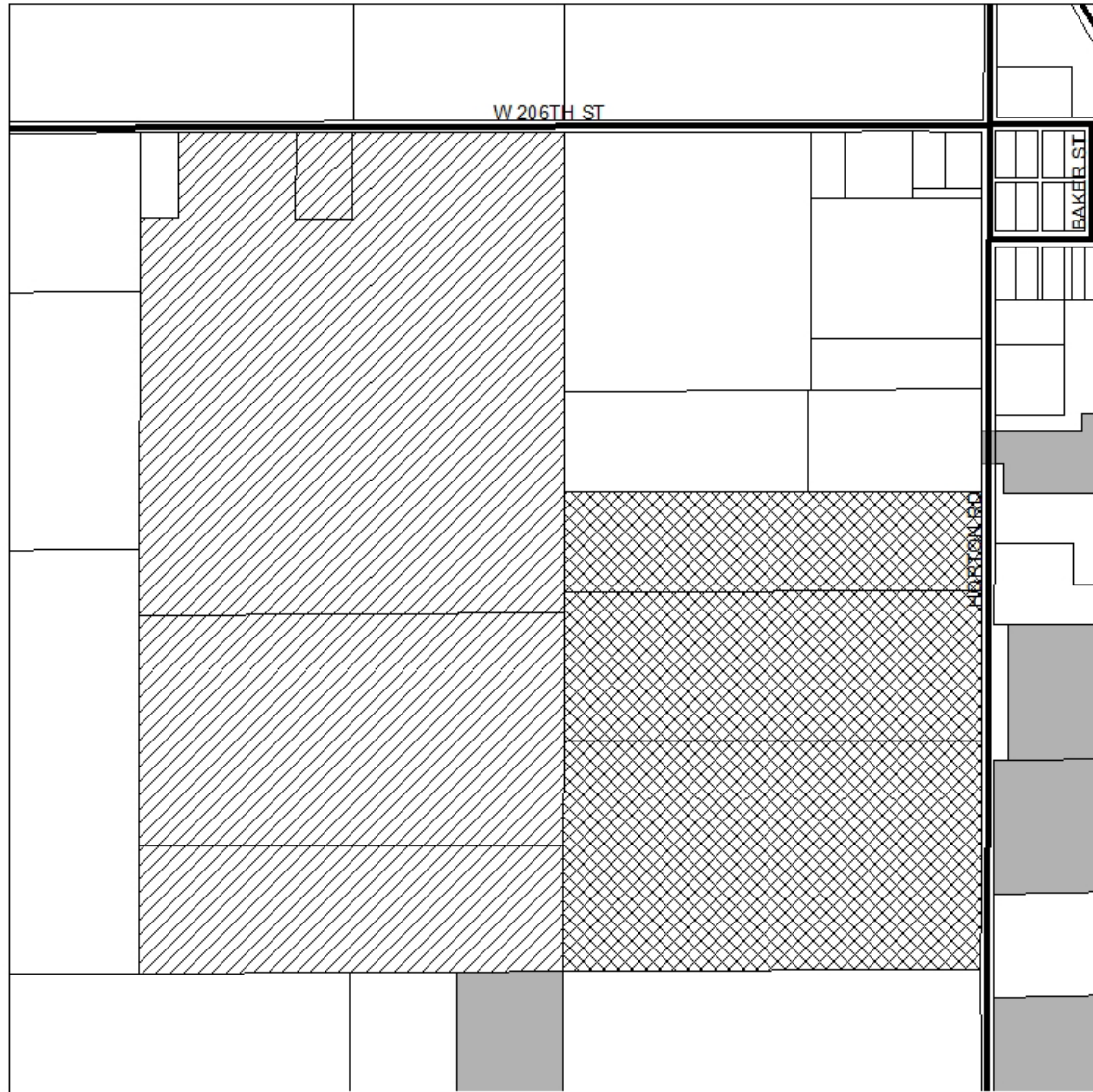
J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A
ANNEXATION AREA



Not To Scale

EXHIBIT LEGEND

 ANNEXATION AREA
 EXISTING CITY LIMITS

 PARCELS
 STREETS

 Ord. 20-15 (Chatham Hills, Phase 17)
Adoption Date 06/08/2020
Effective Date 07/13/2020

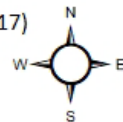


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes four (4) parcels of land:

Parcel Nos. 08-05-22-00-00-012.000
08-05-22-00-00-013.000
08-05-22-00-00-013.001
08-05-22-00-00-013.002

Part of the East Half of the Northeast Quarter of Section 22, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:
Beginning at the Northeast corner of said Northeast Quarter; thence South 00 degrees 11 minutes 21 seconds West along the East line of said Northeast Quarter 2641.75 feet to the Southeast corner thereof; thence South 89 degrees 46 minutes 01 seconds West along the South line of said East Half 1323.54 feet to the Southwest corner thereof; thence North 00 degrees 07 minutes 13 seconds East along the West line of said East Half 2643.16 feet to the Northwest corner thereof; thence North 89 degrees 49 minutes 42 seconds East along the North line of said East Half 1326.71 feet to the POINT OF BEGINNING, containing 80.38 acres, more or less.

EXCEPTING THEREFROM:

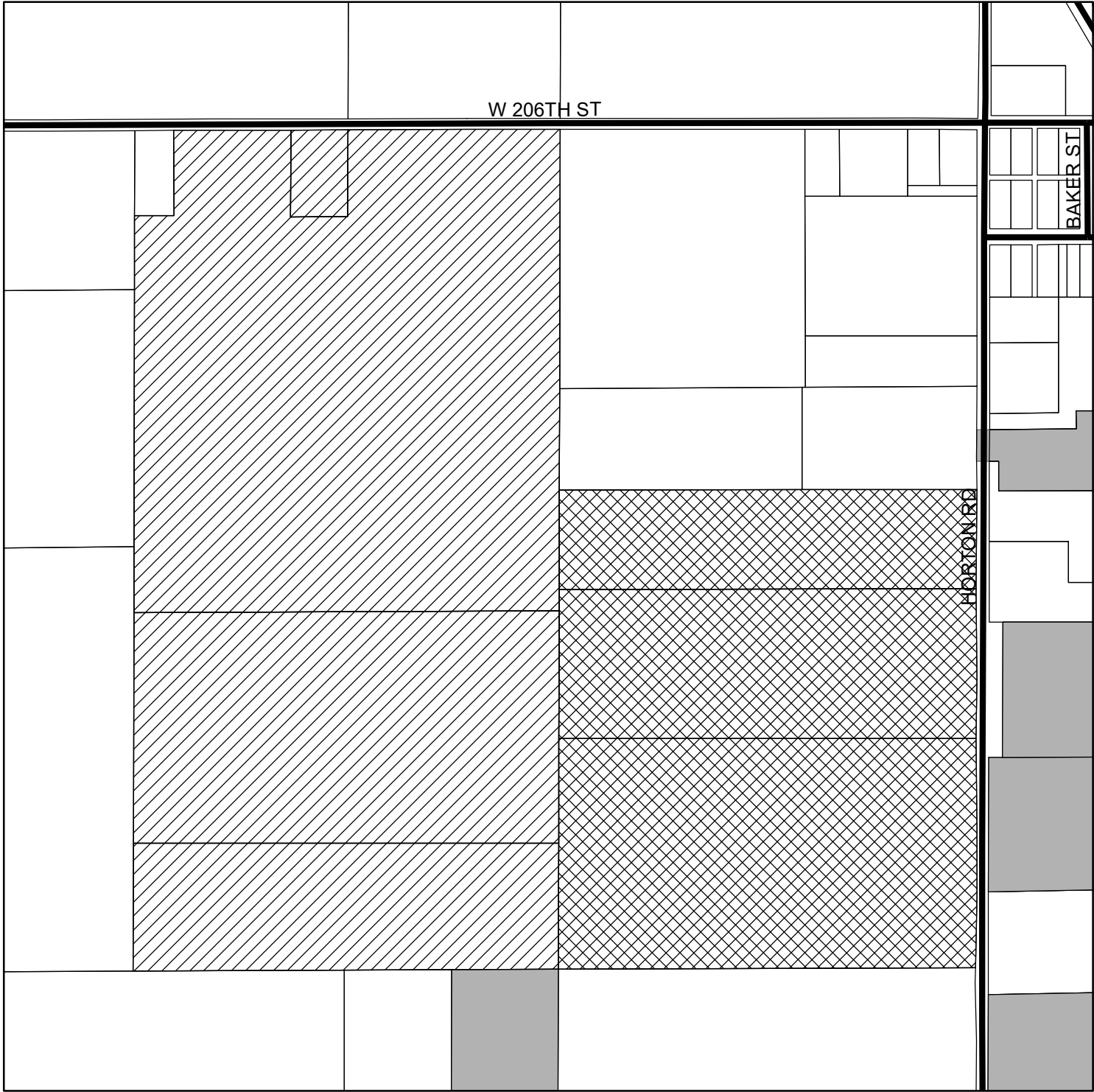
Part of the East Half of the Northeast Quarter of Section 22, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:
Beginning at the Northwest corner of said East Half; thence East 120 feet; thence South 272.25 feet; thence West 120 feet; thence North 272.25 feet to the POINT OF BEGINNING, containing 0.75 acres, more or less.

For a net area of 79.63 acres, more or less.

Also including:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code 36-4-3-2.5, including the relevant portions of 206th Street.

Annexation Area



Not To Scale

EXHIBIT LEGEND



ANNEXATION AREA



PARCELS



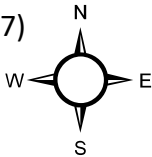
Ord. 20-15 (Chatham Hills, Phase 17)
Adoption Date 06/08/2020
Effective Date 07/13/2020



EXISTING CITY LIMITS



STREETS



RESOLUTION 20-124

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 20-124 was delivered to the Mayor of Westfield
on the _____ day of July, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-124
this _____ day of July, 2020.

I hereby VETO Resolution 20-124
this _____ day of July, 2020.

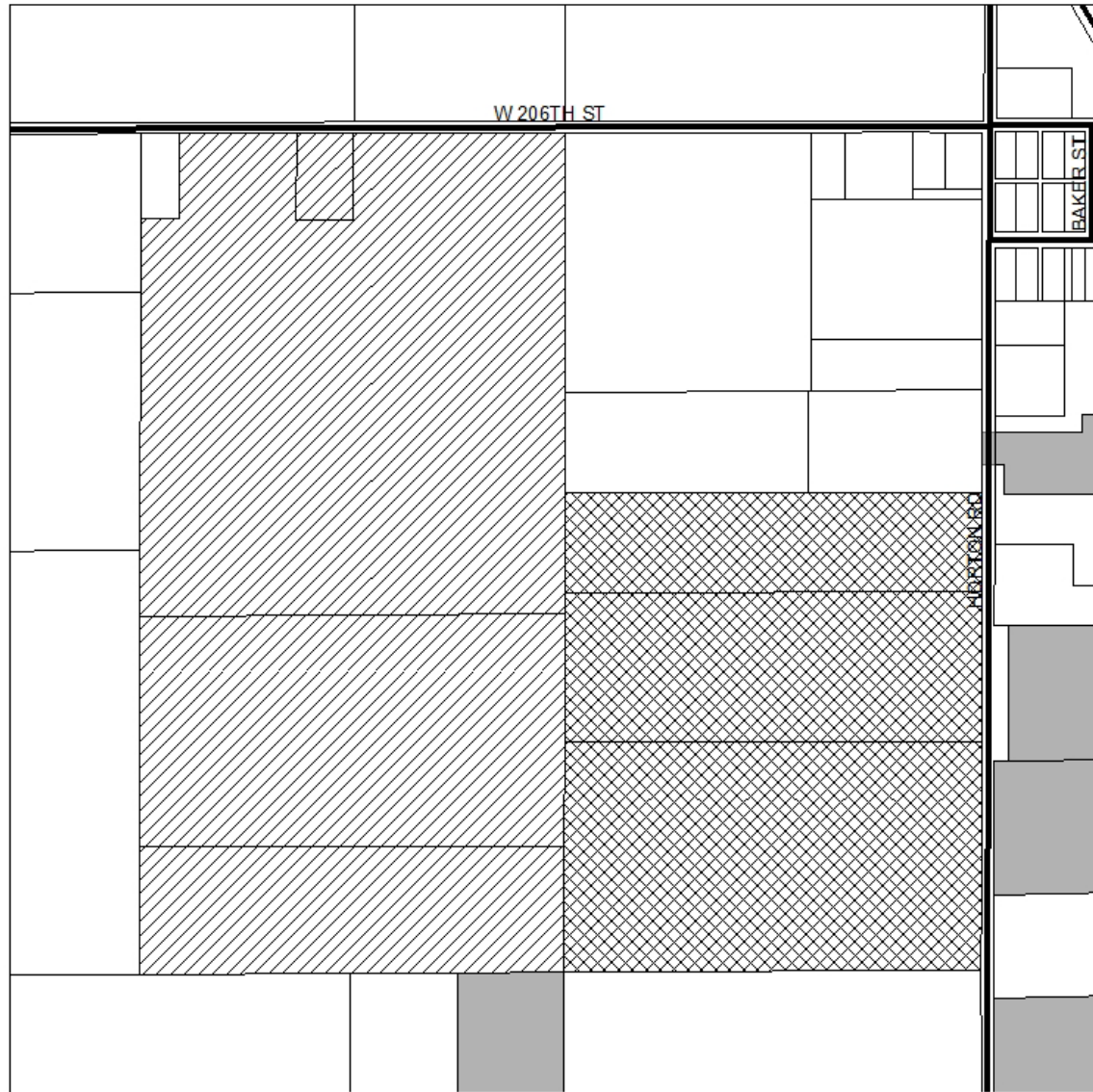
J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A **ANNEXATION AREA**



Not To Scale

EXHIBIT LEGEND

 ANNEXATION AREA
 EXISTING CITY LIMITS

 PARCELS
 STREETS

 Ord. 20-15 (Chatham Hills, Phase 17)
 Adoption Date 06/08/2020
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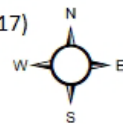


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes four (4) parcels of land:

Parcel Nos. 08-05-22-00-00-012.000
08-05-22-00-00-013.000
08-05-22-00-00-013.001
08-05-22-00-00-013.002

Part of the East Half of the Northeast Quarter of Section 22, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:
Beginning at the Northeast corner of said Northeast Quarter; thence South 00 degrees 11 minutes 21 seconds West along the East line of said Northeast Quarter 2641.75 feet to the Southeast corner thereof; thence South 89 degrees 46 minutes 01 seconds West along the South line of said East Half 1323.54 feet to the Southwest corner thereof; thence North 00 degrees 07 minutes 13 seconds East along the West line of said East Half 2643.16 feet to the Northwest corner thereof; thence North 89 degrees 49 minutes 42 seconds East along the North line of said East Half 1326.71 feet to the POINT OF BEGINNING, containing 80.38 acres, more or less.

EXCEPTING THEREFROM:

Part of the East Half of the Northeast Quarter of Section 22, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:
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For a net area of 79.63 acres, more or less.

Also including:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code 36-4-3-2.5, including the relevant portions of 206th Street.



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

Described as real estate located west of Horton Road north of 199th Street

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

**This Fiscal Plan is Exhibit C
of Resolution 20-124**

Introduction

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

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

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

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

City of Westfield Annexation Philosophy and Plan

A. Fiscal Policy of the City

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

B. General Philosophy and Plan

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

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

C. Further the City Shall:

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

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Parcel Analysis

A. Description

The Annexation Area is located on the west side of Horton Road south of 206th Street (see attached **Exhibit 1**) and encompasses an area of approximately 79.63 acres.

B. Contiguity

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

C. Population and Structures

The Annexation Area contains one residential structure, three accessory structures, nineteen agricultural structures, and no inhabitants.

D. Zoning

The Annexation Area is currently located within the planning and zoning jurisdiction of the City through a joinder agreement with Washington Township served by the Westfield-Washington Township Advisory Plan Commission. If annexed, then the parcels will remain in the same planning jurisdiction. The zoning designation of the Annexation Area is: Chatham Hills Planned Unit Development (PUD) District.

E. Property Tax Assessment

The 2019 pay 2020 total gross assessed valuation of all real property and its improvements located within the Annexation Area is \$297,800.

F. Municipal Property Tax Rate

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

G. Council District

The Annexation Area will be incorporated into Council District 3.

H. Proposed Build-out

The build-out of the Annexation Area is planned to include residential development pursuant to the approved Chatham Hills Planned Unit Development District. Site construction for the Annexation Area is planned by the developer to be initiated in 2020. For purposes of this analysis, the following improvements are projected to be completed during the five (5) year period following annexation:

a. Single-Family Homes¹:

- 2020: Forty (40) with an estimated market value of \$500,000 per unit.
- 2021: Forty (40) with an estimated market value of \$500,000 per unit.
- 2022: Forty (40) with an estimated market value of \$500,000 per unit.
- 2023: Forty (40) with an estimated market value of \$500,000 per unit.
- 2024: Forty (40) with an estimated market value of \$500,000 per unit.

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

[The remainder of page intentionally left blank.]

¹ Improvements are estimated to be comparable to the Chatham Hills subdivision in Westfield.

Municipal Services

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

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

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

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

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

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

A. Police Department

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

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

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

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

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

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

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

B. Fire Department

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

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

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

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

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

C. Public Works Department

a. Engineering

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

b. Parks and Recreation Department

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

c. Stormwater Services

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

d. Street Division

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

e. Street and Road Maintenance

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

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

Provision of planned service of a non-capital nature within one year: Street Division services can be provided for the Annexation Area with existing personnel, based upon estimated 1.35 miles (7130 feet) this changes per annexation of new road miles to be built by the developer within the Annexation Area. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3.

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

D. Clerk-Treasurer's Office

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

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

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

E. Informatics

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

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

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

F. Administration

a. Communications

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

b. City Council

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

c. Economic Development

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

d. Enterprise Development

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

e. Human Resources

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

f. Mayor

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

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

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

G. Guest Services

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

b. Billing Services

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

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

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

H. Westfield Welcome

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

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

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

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

I. Community Development Department

a. Building and Construction Services

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

b. Planning and Zoning Services

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

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

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

Other Services

A. Water and Sewer Services

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

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

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

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

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

Financial Summary

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

The primary source of revenue for the City is that which is received from property taxes and County Option Income Tax (COIT). The existing net assessed valuation of all real property and its improvements within the Annexation Area is \$297,800. Improvements in the Annexation Area that are projected to be completed during the five (5) year period following annexation include approximately 7130 feet of road.

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

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

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

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

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

Exhibit 1

Annexation Area: Graphic Depiction

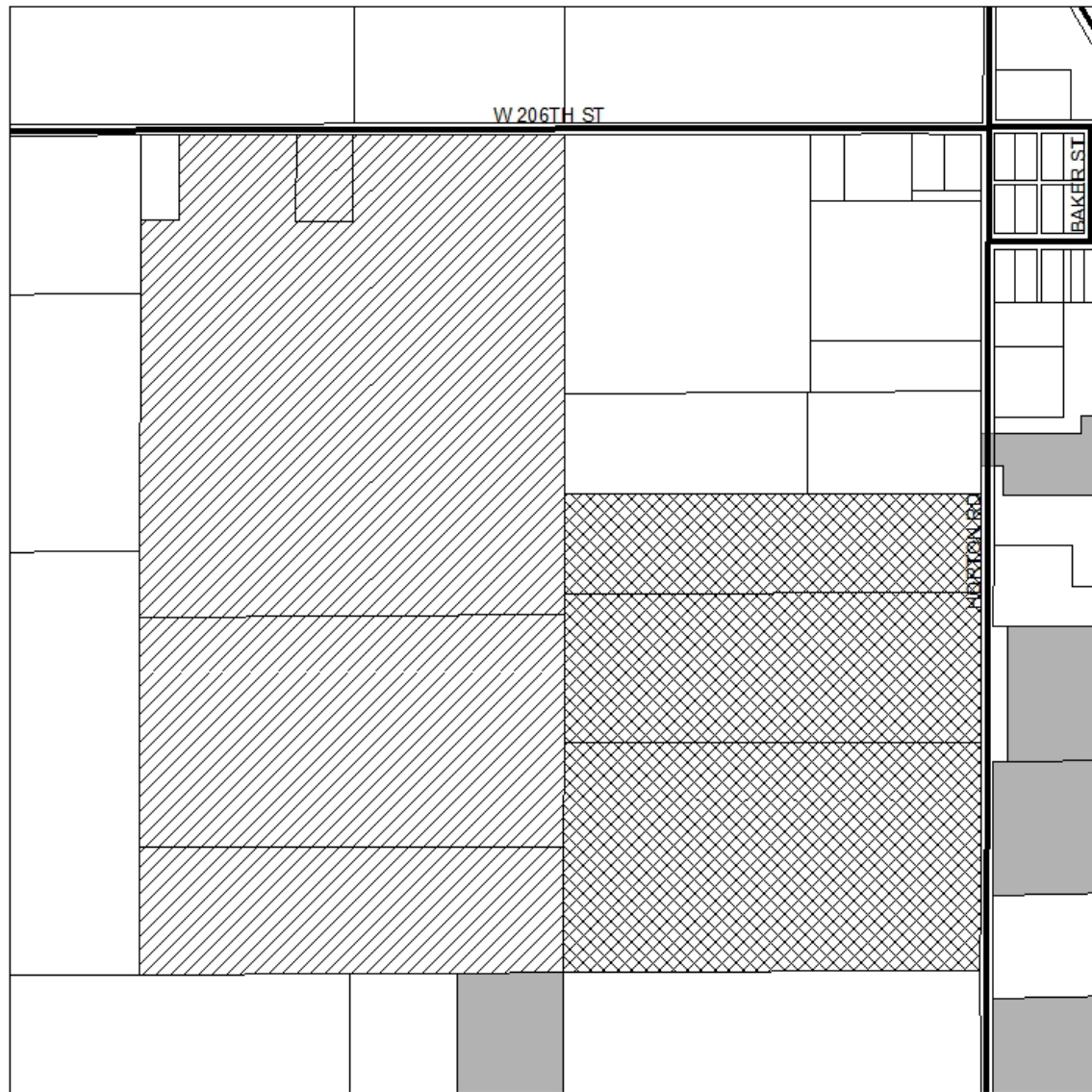


EXHIBIT LEGEND

 ANNEXATION AREA

 EXISTING CITY LIMITS

 PARCELS

 STREETS

 Ord. 20-15 (Chatham Hills, Phase 17)
Adoption Date 06/08/2020
Effective Date 07/13/2020

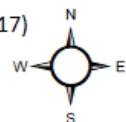


Exhibit 2

Annexation Area: Legal Description

This description includes four (4) parcels of land:

**Parcel Nos. 08-05-22-00-00-012.000
 08-05-22-00-00-013.000
 08-05-22-00-00-013.001
 08-05-22-00-00-013.002**

Part of the East Half of the Northeast Quarter of Section 22, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Northeast Quarter; thence South 00 degrees 11 minutes 21 seconds West along the East line of said Northeast Quarter 2641.75 feet to the Southeast corner thereof; thence South 89 degrees 46 minutes 01 seconds West along the South line of said East Half 1323.54 feet to the Southwest corner thereof; thence North 00 degrees 07 minutes 13 seconds East along the West line of said East Half 2643.16 feet to the Northwest corner thereof; thence North 89 degrees 49 minutes 42 seconds East along the North line of said East Half 1326.71 feet to the POINT OF BEGINNING, containing 80.38 acres, more or less.

EXCEPTING THEREFROM:

Part of the East Half of the Northeast Quarter of Section 22, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said East Half; thence East 120 feet; thence South 272.25 feet; thence West 120 feet; thence North 272.25 feet to the POINT OF BEGINNING, containing 0.75 acres, more or less.

For a net area of 79.63 acres, more or less.

Also including:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code 36-4-3-2.5, including the relevant portions of 206th Street.

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-124"

EXHIBIT 3

TABLE 1

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Computation of Estimated Property Taxes

<u>Year</u>	<u>Estimated Assessed Value</u>	<u>Exemptions</u>	<u>Estimated Net Assessed Value</u>	<u>Tax Rate</u>	<u>Estimated Tax Revenue</u>
1st	\$ 20,297,800 (1)	\$ 8,290,000 (2)	\$ 12,007,800	\$ 0.7779 (3)	\$ 93,409
2nd	40,297,800	16,580,000	23,717,800	0.7779	184,501
3rd	60,297,800	24,870,000	35,427,800	0.7779	275,593
4th	80,297,800	33,160,000	47,137,800	0.7779	366,685
5th	100,297,800	41,450,000	58,847,800	0.7779	457,777

(1) Assumes 40 homes built each year; all homes are assumed to be valued at an average of \$500,000 per home.

(2) Assumes homestead, supplemental homestead and mortgage deductions on all homes

(3) Assumes the final tax rate for 2020

TABLE 2

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Estimated Revenue Generated

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Net Assessed Value	\$ 12,007,800	\$ 23,717,800	\$ 35,427,800	\$ 47,137,800	\$ 58,847,800
Property Tax Revenue	93,409	184,501	275,593	366,685	457,777
Income Tax - COIT	-	37,364	73,800	110,237	146,674
Excise Tax/CVET	3,736	7,380	11,024	14,667	18,311
Circuit Breaker Reduction (1)	(25,158)	(49,692)	(74,225)	(98,759)	(123,293)
Motor Vehicle Highway (2)	-	8,145	8,145	8,145	8,145
Local Roads & Streets (2)	<u>-</u>	<u>3,408</u>	<u>3,408</u>	<u>3,408</u>	<u>3,408</u>
Total Revenue	<u>\$ 71,988</u>	<u>\$ 191,106</u>	<u>\$ 297,745</u>	<u>\$ 404,384</u>	<u>\$ 511,022</u>

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

(2) Assumes 1.35 miles of roadway

General Notes

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

TABLE 3

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Estimated Non-Capital Costs

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Police (1)	\$ 6,721	\$ 28,352	\$ 58,574	\$ 76,146	\$ 95,182
Fire (1)	32,571	91,606	162,218	210,884	263,605
Lighting (2)	-	-	-	-	-
Fire Hydrants (2)	-	-	-	-	-
Streets & Road Maint. (1)	750	3,000	6,000	12,000	15,000
Park (1)	8,545	17,089	20,507	24,608	29,530
<u>Admin. & General Dpts. (1)</u>					
Administrative	8,545	17,089	20,507	24,608	29,530
Community Dev. Planning	2,392	4,784	5,741	6,889	8,267
Building Dept.	580	1,160	1,392	1,670	2,004
Information Tech.	3,722	7,444	8,933	10,719	12,863
Clerk	1,376	2,751	3,301	3,961	4,754
Mayor	349	697	836	1,004	1,204
City Council	313	625	750	900	1,080
Street Dept	<u>6,928</u>	<u>13,856</u>	<u>16,627</u>	<u>19,953</u>	<u>23,943</u>
Total Non-Capital Costs	<u>\$ 72,789</u>	<u>\$ 188,453</u>	<u>\$ 305,386</u>	<u>\$ 393,342</u>	<u>\$ 486,962</u>

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

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

General Note

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

TABLE 4

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Estimated Capital Costs

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

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

General Note

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

TABLE 5

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Fiscal Plan Summary

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Total</u>
Revenue	\$ 71,988	\$ 191,106	\$ 297,745	\$ 404,384	\$ 511,022	\$ 1,476,245
Non-Capital Costs	72,789	188,453	305,386	393,342	486,962	1,446,932
Capital Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net	<u>\$ (801)</u>	<u>\$ 2,653</u>	<u>\$ (7,641)</u>	<u>\$ 11,042</u>	<u>\$ 24,060</u>	<u>\$ 29,313</u>
Percentage	<u>-1.1%</u>	<u>1.4%</u>	<u>-2.6%</u>	<u>2.7%</u>	<u>4.7%</u>	<u>2.0%</u>

General Notes

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

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-124"

EXHIBIT 4

Property Tax Impact & Circuit Breaker Report by Parcel

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-05-22-00-00-012.000**

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 78,100	\$ 78,100
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 1,822	\$ 1,509
Circuit Breaker Credit - (2% Cap)	260	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 1,562</u>	<u>\$ 1,509</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 9,100	\$ 9,100
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 212	\$ 176
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 212</u>	<u>\$ 176</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 1,774	\$ 1,685
Plus School Referendum (Combined Tax Rates .3641)	\$ 317	\$ 317
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 2,091</u>	<u>\$ 2,002</u>

CITY OF WESTFIELD, INDIANA

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

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.25%	\$ 240	\$ -	\$ 240
Washington Township	0.3855	19.95%	336	-	336
Westfield Library	0.0323	1.67%	28	-	28
Westfield School Corporation	1.2357	63.96%	1,078	-	1,078
Solid Waste District	0.0030	0.16%	3	-	3
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 1,685</u>	<u>\$ -</u>	<u>\$ 1,685</u>
<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 240	\$ 31	\$ 209
Washington Township	0.0083	0.36%	7	1	6
Westfield Library	0.0323	1.38%	28	4	24
Westfield School Corporation	1.2357	52.98%	1,078	137	941
Solid Waste District	0.0030	0.13%	3	-	3
City of Westfield	0.7779	33.35%	678	87	591
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 2,034</u>	<u>\$ 260</u>	<u>\$ 1,774</u>

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

CITY OF WESTFIELD, INDIANA

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

<u>Homestead Portion</u>	<u>Westfield Taxing District</u>	<u>Washington Twp. Taxing District</u>
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 69,000	\$ 69,000
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 1,609	\$ 1,333
Circuit Breaker Credit - (2% Cap)	229	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 1,380</u>	<u>\$ 1,333</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 87,500	\$ 87,500
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 2,041	\$ 1,690
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 2,041</u>	<u>\$ 1,690</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 3,421	\$ 3,023
Plus School Referendum (Combined Tax Rates .3641)	\$ 570	\$ 570
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 3,991</u>	<u>\$ 3,593</u>

CITY OF WESTFIELD, INDIANA

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

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.25%	\$ 431	\$ -	\$ 431
Washington Township	0.3855	19.95%	603	-	603
Westfield Library	0.0323	1.67%	51	-	51
Westfield School Corporation	1.2357	63.96%	1,933	-	1,933
Solid Waste District	0.0030	0.16%	5	-	5
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 3,023</u>	<u>\$ -</u>	<u>\$ 3,023</u>
<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 431	\$ 27	\$ 404
Washington Township	0.0083	0.36%	13	1	12
Westfield Library	0.0323	1.38%	51	3	48
Westfield School Corporation	1.2357	52.98%	1,933	122	1,811
Solid Waste District	0.0030	0.13%	5	-	5
City of Westfield	0.7779	33.35%	1,217	76	1,141
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 3,650</u>	<u>\$ 229</u>	<u>\$ 3,421</u>

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

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-05-22-00-00-013.001**

<u>Homestead Portion</u>	<u>Westfield Taxing District</u>	<u>Washington Twp. Taxing District</u>
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 19,100	\$ 19,100
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 446	\$ 369
Circuit Breaker Credit - (2% Cap)	64	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 382</u>	<u>\$ 369</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 382	\$ 369
Plus School Referendum (Combined Tax Rates .3641)	\$ 70	\$ 70
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 452</u>	<u>\$ 439</u>

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-05-22-00-00-013.001

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.25%	\$ 53	\$ -	\$ 53
Washington Township	0.3855	19.95%	74	-	74
Westfield Library	0.0323	1.67%	6	-	6
Westfield School Corporation	1.2357	63.96%	235	-	235
Solid Waste District	0.0030	0.16%	1	-	1
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 369</u>	<u>\$ -</u>	<u>\$ 369</u>
<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 53	\$ 8	\$ 45
Washington Township	0.0083	0.36%	2	-	2
Westfield Library	0.0323	1.38%	6	1	5
Westfield School Corporation	1.2357	52.98%	235	34	201
Solid Waste District	0.0030	0.13%	1	-	1
City of Westfield	0.7779	33.35%	149	21	128
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 446</u>	<u>\$ 64</u>	<u>\$ 382</u>

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

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-05-22-00-00-013.002**

<u>Homestead Portion</u>	<u>Westfield Taxing District</u>	<u>Washington Twp. Taxing District</u>
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 35,000	\$ 35,000
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 816	\$ 676
Circuit Breaker Credit - (2% Cap)	116	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 700</u>	<u>\$ 676</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 700	\$ 676
Plus School Referendum (Combined Tax Rates .3641)	\$ 127	\$ 127
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 827</u>	<u>\$ 803</u>

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-05-22-00-00-013.002

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.25%	\$ 96	\$ -	\$ 96
Washington Township	0.3855	19.95%	135	-	135
Westfield Library	0.0323	1.67%	11	-	11
Westfield School Corporation	1.2357	63.96%	433	-	433
Solid Waste District	0.0030	0.16%	1	-	1
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 676</u>	<u>\$ -</u>	<u>\$ 676</u>
<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 96	\$ 14	\$ 82
Washington Township	0.0083	0.36%	3	-	3
Westfield Library	0.0323	1.38%	11	2	9
Westfield School Corporation	1.2357	52.98%	433	61	372
Solid Waste District	0.0030	0.13%	1	-	1
City of Westfield	0.7779	33.35%	272	39	233
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 816</u>	<u>\$ 116</u>	<u>\$ 700</u>

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

CITY OF WESTFIELD, INDIANA

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

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ 100,297,800	\$ 100,297,800
Homestead - Standard Deduction	9,000,000	9,000,000
Mortgage Deduction	600,000	600,000
Other Deductions	-	-
Homestead - Supplemental Deduction	31,850,000	31,850,000
Net Assessed Value	\$ 58,847,800	\$ 58,847,800
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ 1,372,684	\$ 1,136,881
Circuit Breaker Credit - (1% Cap)	369,706	133,903
Estimated Net Property Taxes Paid by Owner	<u>\$ 1,002,978</u>	<u>\$ 1,002,978</u>
<u>Agricultural Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (2% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2020 Tax Rate	\$ 2.3326	\$ 1.9319
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 1,002,978	\$ 1,002,978
Plus School Referendum (Combined Tax Rates .3641)	\$ 117,696	\$ 117,696
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 1,120,674</u>	<u>\$ 1,120,674</u>

CITY OF WESTFIELD, INDIANA

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

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.26%	\$ 162,067	\$ 19,088	\$ 142,979
Washington Township	0.3855	19.95%	226,858	26,720	200,138
Westfield Library	0.0323	1.67%	19,008	2,239	16,769
Westfield School Corporation	1.2357	63.96%	727,182	85,648	641,534
Solid Waste District	0.0030	0.16%	1,765	208	1,557
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 1,136,880</u>	<u>\$ 133,903</u>	<u>\$ 1,002,977</u>

<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 162,067	\$ 43,650	\$ 118,417
Washington Township	0.0083	0.36%	4,884	1,316	3,568
Westfield Library	0.0323	1.38%	19,008	5,119	13,889
Westfield School Corporation	1.2357	52.98%	727,182	195,853	531,329
Solid Waste District	0.0030	0.13%	1,765	475	1,290
City of Westfield	0.7779	33.35%	457,777	123,293	334,484
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 1,372,683</u>	<u>\$ 369,706</u>	<u>\$ 1,002,977</u>

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

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-124"

EXHIBIT 5

Parcel Listing

CITY OF WESTFIELD, INDIANA

Parcel Listing

"Resolution No. 20-124"

Parcel ID	Owner	Parcel Address	1% Cap Property Assessed Value	2% Cap Property Assessed Value	3% Cap Property Assessed Value	Total Gross Assessed Value	Homestead Deduction	Supplemental Homestead Deduction	Mortgage Deduction	Net AV
08-05-22-00-00-012.000	Chatham Oaks LLP	46069		\$ 78,100	\$ 9,100	\$ 87,200				\$ 87,200
08-05-22-00-00-013.000	Chatham Oaks LLP	46069		69,000	87,500.00	156,500				156,500
08-05-22-00-00-013.001	Chatham Oaks LLP	46069		19,100		19,100				19,100
08-05-22-00-00-013.002	Chatham Oaks LLP	0 206th St W Sheridan, IN 46069		35,000		35,000				35,000
			<u>\$ -</u>	<u>\$ 201,200</u>	<u>\$ 96,600</u>	<u>\$ 297,800</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 297,800</u>

CITY OF WESTFIELD, INDIANA

"Resolution No. 20-124"

EXHIBIT 6

Estimated Impact to Other Governmental Entities

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

Calculation of Estimated District Tax Rate Impact

<u>District Tax Rate Impact - Year 1 of Annexation</u>	Washington Twp.	Westfield City
Estimated District Tax Rate (1)	\$ 2.3764	\$ 2.7911
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Estimated Tax Rate Change (2)	\$ -	\$ -
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.3764</u>	<u>\$ 2.7911</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 1	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 1	<u>0.00%</u>	<u>0.00%</u>
<u>District Tax Rate Impact - Year 5 of Annexation</u>		
Estimated District Tax Rate	\$ 2.3764	\$ 2.7911
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.3764</u>	<u>\$ 2.7911</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 5	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 5	<u>0.00%</u>	<u>0.00%</u>

(1) Based upon certified Pay 2020 tax rates plus an estimated 3.5% statewide growth factor

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

Estimated Tax Rate Impact by Political Subdivision

<u>Before Annexation</u>	Estimated Pay 2020 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2850	\$ 0.2850	\$ 0.2850	\$ 0.2850	\$ 0.2850
Washington Township	0.3990	0.3990	0.3990	0.3990	0.3990
Westfield Library	0.0334	0.0334	0.0334	0.0334	0.0334
Westfield School Corporation	1.6444	1.6444	1.6444	1.6444	1.6444
Solid Waste District	0.0031	0.0031	0.0031	0.0031	0.0031
City of Westfield	-	-	-	-	-
Total	<u>\$ 2.3650</u>	<u>\$ 2.3650</u>	<u>\$ 2.3650</u>	<u>\$ 2.3650</u>	<u>\$ 2.3650</u>
<u>After Annexation</u>	Estimated Pay 2020 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2850	\$ 0.2850	\$ 0.2850	\$ 0.2850	\$ 0.2850
Washington Township	0.0086	0.0086	0.0086	0.0086	0.0086
Westfield Library	0.0334	0.0334	0.0334	0.0334	0.0334
Westfield School Corporation	1.6444	1.6444	1.6444	1.6444	1.6444
Solid Waste District	0.0031	0.0031	0.0031	0.0031	0.0031
City of Westfield	0.8051	0.8051	0.8051	0.8051	0.8051
Total	<u>\$ 2.7797</u>	<u>\$ 2.7797</u>	<u>\$ 2.7797</u>	<u>\$ 2.7797</u>	<u>\$ 2.7797</u>

NOTE

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Residential

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2022 Total Taxes (Year 1)</u>	<u>Estimated 2021 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 100,000.00	\$ 803.21	\$ 803.21	\$ -	0.00%
City of Westfield	100,000.00	1,000.00	1,000.00	-	0.00%

NOTES

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

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

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

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

NOTES

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

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Commercial

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2022 Total Taxes (Year 1)</u>	<u>Estimated 2021 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 500,000.00	\$ 11,881.80	\$ 11,881.80	\$ -	0.00%
City of Westfield	500,000.00	13,955.42	13,955.42	-	0.00%

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

Summary of Estimated Impact on Auto Excise and Commercial Vehicle Taxes

Government Unit	Estimated 2020	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 3,702,096	\$ 3,701,544	\$ (552)	\$ 3,700,454	\$ (1,090)	\$ 3,698,826	\$ (1,628)	\$ 3,696,660	\$ (2,166)
Adams Township	21,050	21,047	(3)	21,040	(6)	21,031	(9)	21,019	(12)
Clay Township	331,302	331,253	(49)	331,155	(98)	331,009	(146)	330,816	(194)
Delaware Township	38,185	38,179	(6)	38,168	(11)	38,151	(17)	38,129	(22)
Fall Creek Township	52,657	52,649	(8)	52,634	(16)	52,611	(23)	52,580	(31)
Jackson Township	48,686	48,679	(7)	48,664	(14)	48,643	(21)	48,614	(28)
Noblesville Township	90,972	1,049	(14)	1,022	(27)	982	(40)	929	(53)
Washington Township	58,440	58,432	(9)	58,414	(17)	58,389	(26)	58,354	(34)
Wayne Township	19,618	19,615	(3)	19,610	(6)	19,601	(9)	19,589	(11)
White River Township	23,702	23,699	(4)	23,692	(7)	23,681	(10)	23,667	(14)
Carmel Civil City	3,562,416	1,531	(531)	482	(1,049)	(1,084)	(1,567)	(3,169)	(2,084)
Noblesville Civil City	1,775,351	1,775,087	(265)	1,774,564	(523)	1,773,784	(781)	1,772,745	(1,039)
Arcadia Civil Town	28,077	28,073	(4)	28,064	(8)	28,052	(12)	28,036	(16)
Atlanta Civil Town	8,905	3,461	(1)	3,458	(3)	3,454	(4)	3,449	(5)
Cicero Civil Town	96,237	96,222	(14)	96,194	(28)	96,152	(42)	96,095	(56)
Fishers Civil Town	1,938,146	1,937,857	(289)	1,937,286	(571)	1,936,434	(852)	1,935,300	(1,134)
Sheridan Civil Town	75,192	75,180	(11)	75,158	(22)	75,125	(33)	75,081	(44)
Westfield Civil Town	1,187,729	1,191,465	3,736	1,198,845	7,380	1,209,869	11,024	1,224,536	14,667
Carmel Schools	3,245,300	3,244,816	(484)	3,243,861	(955)	3,242,434	(1,427)	3,240,535	(1,899)
Hamilton Heights Schools	572,000	571,915	(85)	571,746	(168)	571,495	(252)	571,160	(335)
HSE Schools	3,339,814	3,339,316	(498)	3,338,333	(983)	3,336,864	(1,469)	3,334,910	(1,954)
Noblesville Schools	1,877,000	1,876,720	(280)	1,876,168	(553)	1,875,342	(825)	1,874,244	(1,098)
Sheridan Schools	293,886	293,842	(44)	293,756	(87)	293,626	(129)	293,454	(172)
Westfield Schools	1,835,115	1,834,841	(274)	1,834,301	(540)	1,833,494	(807)	1,832,421	(1,074)
Hamilton North Public Library	19,668	19,665	(3)	19,660	(6)	19,651	(9)	19,639	(12)
Carmel-Clay Public Library	337,249	372,739	(50)	372,639	(99)	372,491	(148)	372,294	(197)
Hamilton East Public Library	387,502	387,445	(58)	387,331	(114)	387,160	(170)	386,934	(227)
Sheridan Public Library	16,664	16,661	(2)	16,656	(5)	16,649	(7)	16,639	(10)
Westfield Public Library	43,388	43,382	(6)	43,369	(13)	43,350	(19)	43,324	(25)
Hamilton County Solid Waste	42,322	42,316	(6)	42,303	(12)	42,285	(19)	42,260	(25)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

Summary of Estimated Impact on County Option Income Taxes

Government Unit	Certified 2020 Distribution	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 45,238,283	\$ 45,238,283	\$ -	\$ 45,228,341	\$ (9,942)	\$ 45,208,705	\$ (19,637)	\$ 45,179,373	\$ (29,332)
Adams Township	257,221	257,221	-	257,164	(57)	257,053	(112)	256,886	(167)
Clay Township	4,048,392	4,048,392	-	4,047,502	(890)	4,045,745	(1,757)	4,043,120	(2,625)
Delaware Township	466,605	466,605	-	466,502	(103)	466,300	(203)	465,997	(303)
Fall Creek Township	643,451	643,451	-	643,310	(141)	643,030	(279)	642,613	(417)
Jackson Township	594,925	594,925	-	594,794	(131)	594,536	(258)	594,150	(386)
Noblesville Township	1,111,649	1,111,649	-	1,111,405	(244)	1,110,922	(483)	1,110,201	(721)
Washington Township	714,119	714,119	-	713,962	(157)	713,652	(310)	713,189	(463)
Wayne Township	239,728	239,728	-	239,675	(53)	239,571	(104)	239,416	(155)
White River Township	289,631	289,631	-	289,567	(64)	289,442	(126)	289,254	(188)
Carmel Civil City	43,531,440	43,531,440	-	43,521,873	(9,567)	43,502,978	(18,896)	43,474,753	(28,225)
Noblesville Civil City	21,694,157	21,694,157	-	21,689,389	(4,768)	21,679,973	(9,417)	21,665,907	(14,066)
Arcadia Civil Town	343,088	343,088	-	343,013	(75)	342,864	(149)	342,641	(222)
Atlanta Civil Town	108,818	108,818	-	108,794	(24)	108,747	(47)	108,676	(71)
Cicero Civil Town	1,175,978	1,175,978	-	1,175,720	(258)	1,175,209	(510)	1,174,447	(762)
Fishers Civil Town	23,683,442	23,683,442	-	23,678,237	(5,205)	23,667,957	(10,280)	23,652,601	(15,356)
Sheridan Civil Town	918,815	918,815	-	918,613	(202)	918,214	(399)	917,619	(596)
Westfield Civil Town	14,513,619	14,513,619	-	14,550,983	37,364	14,624,783	73,800	14,735,020	110,237
Hamilton North Public Library	240,340	240,340	-	240,287	(53)	240,183	(104)	240,027	(156)
Carmel-Clay Public Library	4,121,059	4,121,059	-	4,120,153	(906)	4,118,365	(1,789)	4,115,692	(2,672)
Hamilton East Public Library	4,735,141	4,735,141	-	4,734,100	(1,041)	4,732,045	(2,055)	4,728,975	(3,070)
Sheridan Public Library	203,624	203,624	-	203,579	(45)	203,491	(88)	203,359	(132)
Westfield Public Library	530,186	530,186	-	530,069	(117)	529,839	(230)	529,496	(344)
Hamilton County Airport	97,967	97,967	-	97,945	(22)	97,903	(43)	97,839	(64)
Hamilton County Solid Waste	517,160	517,160	-	517,046	(114)	516,822	(224)	516,487	(335)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Hamilton County, Indiana

Summary of Estimated Impact on Circuit Breaker Credits

Government Unit	Certified 2020	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 4,740,570	\$ 4,741,006	\$ 436	\$ 4,758,466	\$ 17,460	\$ 4,789,021	\$ 30,555	\$ 4,832,670	\$ 43,649
Adams Township	6,283	6,283	-	6,283	-	6,283	-	6,283	-
Clay Township	171,078	171,078	-	171,078	-	171,078	-	171,078	-
Delaware Township	9,459	9,459	-	9,459	-	9,459	-	9,459	-
Fall Creek Township	11,654	11,654	-	11,654	-	11,654	-	11,654	-
Jackson Township	4,688	4,688	-	4,688	-	4,688	-	4,688	-
Noblesville Township	32,950	32,950	-	32,950	-	32,950	-	32,950	-
Washington Township	66,964	67,096	132	67,622	526	68,543	921	69,858	1,316
Wayne Township	14,106	14,106	-	14,106	-	14,106	-	14,106	-
White River Township	396	396	-	396	-	396	-	396	-
Carmel Civil City	2,425,294	2,425,294	-	2,425,294	-	2,425,294	-	2,425,294	-
Noblesville Civil City	5,367,800	5,367,800	-	5,367,800	-	5,367,800	-	5,367,800	-
Arcadia Civil Town	45,619	45,619	-	45,619	-	45,619	-	45,619	-
Atlanta Civil Town	7,486	7,486	-	7,486	-	7,486	-	7,486	-
Cicero Civil Town	105,401	105,401	-	105,401	-	105,401	-	105,401	-
Fishers Civil Town	2,336,057	2,336,057	-	2,336,057	-	2,336,057	-	2,336,057	-
Sheridan Civil Town	229,034	229,034	-	229,034	-	229,034	-	229,034	-
Westfield Civil Town	4,260,572	4,285,730	25,158	4,335,421	49,692	4,409,647	74,225	4,532,940	123,293
Carmel Schools	1,918,402	1,918,402	-	1,918,402	-	1,918,402	-	1,918,402	-
Hamilton Heights Schools	223,070	223,070	-	223,070	-	223,070	-	223,070	-
HSE Schools	3,368,228	3,368,228	-	3,368,228	-	3,368,228	-	3,368,228	-
Noblesville Schools	4,043,211	4,043,211	-	4,043,211	-	4,043,211	-	4,043,211	-
Sheridan Schools	174,340	174,340	-	174,340	-	174,340	-	174,340	-
Westfield Schools	6,901,987	6,921,572	19,585	6,999,913	78,341	7,137,009	137,096	7,332,861	195,852
Hamilton North Public Library	15,609	15,609	-	15,609	-	15,609	-	15,609	-
Carmel-Clay Public Library	227,397	227,397	-	227,397	-	227,397	-	227,397	-
Hamilton East Public Library	479,471	479,471	-	479,471	-	479,471	-	479,471	-
Sheridan Public Library	14,656	14,656	-	14,656	-	14,656	-	14,656	-
Westfield Public Library	180,330	180,842	512	182,890	2,048	186,473	3,584	191,593	5,119
Hamilton County Solid Waste	54,640	54,688	48	54,878	190	55,211	333	55,686	475

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

ORDINANCE NUMBER 20-22

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENTS TO THE GRASSY BRANCH MARKETPLACE PLANNED UNIT DEVELOPMENT AND THE UNIFIED DEVELOPMENT ORDINANCE

This is an Ordinance to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

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

WHEREAS, the Common Council enacted Ordinance No. 18-24, Grassy Branch Marketplace Planned Unit Development District (the Grassy Branch Marketplace PUD Ordinance) on August 21, 2018;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Plan Commission") considered a petition (**Petition No. 2007-PUD-08**), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 2007-PUD-08** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **favorable** recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on July 7, 2020;

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

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

Section 1. Applicability of Ordinance.

- 1.1 This ordinance shall amend the Grassy Branch Marketplace PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) The Grassy Branch Marketplace PUD Ordinance and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.2 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

Section 3. Development Standards. The standards of Chapter 6 Development Standards shall apply to the development of the District, except as otherwise modified below.

- 3.1 Article 6.12 Outdoor Storage and Display: Shall apply except as otherwise modified below:
 - A. Article 6.12(C)(1)(c): Shall not apply to the Outdoor Storage and Display on Lot 3 (**Exhibit A**). The screening requirements of the outdoor storage area shall be met by the proposed elevations as provided on Exhibit B.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Scott Willis

Scott Willis

Scott Willis

Jake Gilbert

Jake Gilbert

Jake Gilbert

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Mike Johns

Mike Johns

Mike Johns

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Troy Patton

Troy Patton

Troy Patton

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 20-22** was delivered to the Mayor of Westfield

on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 20-22**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 20-22**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

This document prepared by: Justin Olashuk, American Structurepoint, Inc.

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

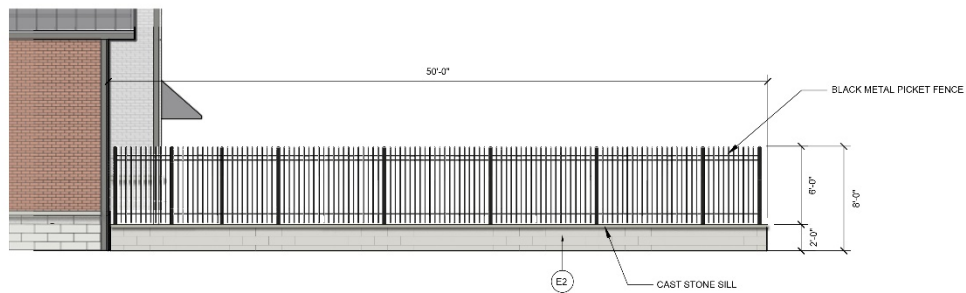
Exhibit B Elevations

EXHIBIT A
REAL ESTATE

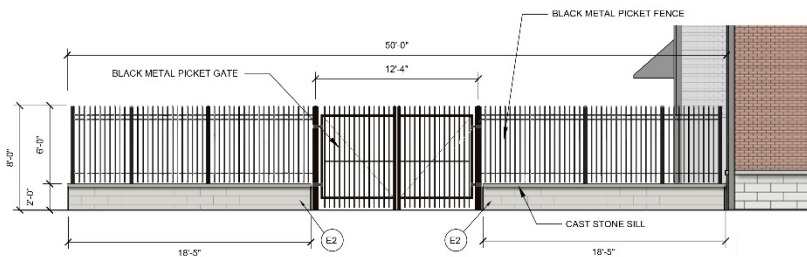
Legal Description:

Lot 3 in the replat of Grassy Branch Commercial Subdivision, per plat thereof, recorded as instrument number 2019003297 in the Office of the Recorder of Hamilton County, Indiana.

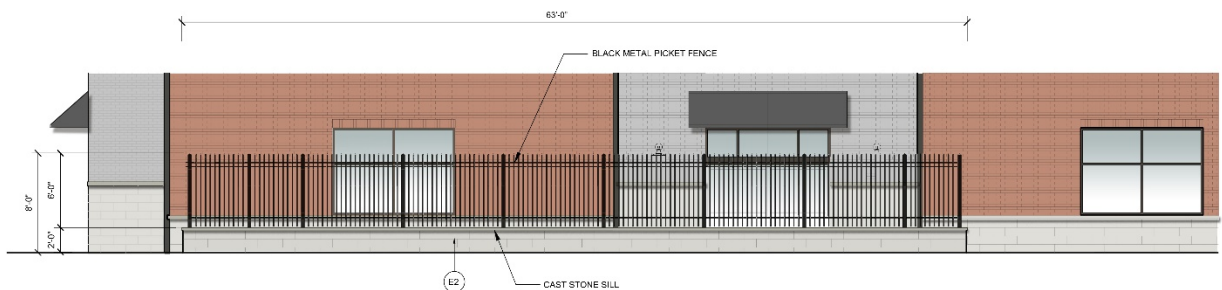
EXHIBIT B ELEVATIONS



1 SOUTH FENCE ELEVATION
SCALE: 3/16" = 1'-0"



2 NORTH FENCE ELEVATION
SCALE: 3/16" = 1'-0"



3 EAST FENCE ELEVATION
SCALE: 3/16" = 1'-0"



4 SOUTH FACADE WITH FENCE (FOR REFERENCE ONLY. SEE SHEETS A201 - A203)
SCALE: 3/32" = 1'-0"



Westfield City Council Report

Ordinance Number:	20-22
APC Petition Number:	2007-PUD-08
Petitioner:	Grassy Branch Partners, LLC by American Structurepoint, Inc. (the "Petitioner")
Requested Action:	An amendment specific to Lot 3 of the Grassy Branch Marketplace PUD to amend Outside Storage and Display standards
Current Zoning:	Grassy Branch Marketplace PUD (Ord. 18-24)
Current Land Use:	Commercial
Exhibits:	1. Staff Report 2. Location Map 3. Proposed Ordinance 18-24 4. Approved Site Plan 5. Outdoor Storage Area Exhibit 6. APC Certification
Prepared by:	Daine Crabtree, Associate Planner

PETITION HISTORY

This petition was introduced at the June 8, 2020, City Council meeting. The petition received a public hearing at the July 6, 2020, Advisory Plan Commission (the "APC") meeting where it also received a unanimous (8-0) favorable recommendation (see **Exhibit 6**).

PROJECT OVERVIEW

Location: The Petitioner is requesting an amendment to Outside Storage and Display standards of Lot 3 of the Grassy Branch Marketplace (see **Exhibit 2**) which is approximately 4.16 acres +/- in size. The applicable Outside Storage and Display standards for the property default to the UDO.

Properties to the north and south are also part of the Grassy Branch Marketplace PUD while the property to the east is the Oak Manor North III PUD, which is the future location of Options Charter School. Grassy Branch Road exists to the west of the property.

The Detailed Development Plan for the commercial in-line tenant building shown on the Approved Site Plan (**Exhibit 4**) was approved at the December 2, 2019, APC meeting.

ZONING REQUEST

The petitioner is requesting that the Outdoor Storage and Display standards set forth in Article 6.12(C)(1)(c) not apply to the Property. Instead, an Outside Storage Character Exhibit (see **Exhibit 5** or **Exhibit B** of the PUD) would control.

The Outside Storage and Display area shown in the Outside Storage Character Exhibit shows a Masonry knee wall two (2) feet in height with wrought iron-like fencing an additional six (6) feet in height.

Both Masonry Materials and wrought iron or wrought iron-like in appearance materials are explicitly permitted by the State Highway 32 Overlay. However, the Outside Storage Screening requirements set forth in Article 6.12(C)(1)(c) requires that Outside Storage areas be screened on all sides with a *solid* wall.

Additionally, the proposed Outside Storage Area's entrance would be oriented to the north toward the Front Yard adjacent to a Private Street, which would otherwise not be permitted.

Lastly, Article 6.12(C)(1)(c) requires that Outside Storage Areas be completely screened from view from any adjacent properties or rights-of-way. As product could potentially be visible through the openings in the proposed metal fencing, this standard would also be amended by the Outside Storage Character Exhibit controlling.

COMPREHENSIVE PLAN

The Property is located in the 'Local Commercial' corridor of the Comprehensive Plan. Local commercial development is characterized by architecture having a residential or suburban feel, attractive signs, extensive landscaping, and ample off-street parking. Most local business is located in commercial centers, typically having at least one anchor business and several smaller businesses, some of which are on outlots. Examples of local businesses include but are not limited to banks, beauty salons, drug stores, convenience stores, automobile service stations, video stores, dry cleaners, restaurants, and supermarkets. Westfield Marketplace, located directly across from the proposed Grassy Branch Marketplace, is specifically called out by the Comprehensive Plan as a type of local business.

PROCEDURAL

Public Hearing: Planned Unit Development (PUD) Districts are required to be considered at a public hearing by the Plan Commission. The public hearing for this petition is scheduled for the July 6, 2020, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

Statutory Considerations:

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

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

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its July 6 2020, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed) (see **Exhibit 6**).

City Council

Introduction: June 8, 2020

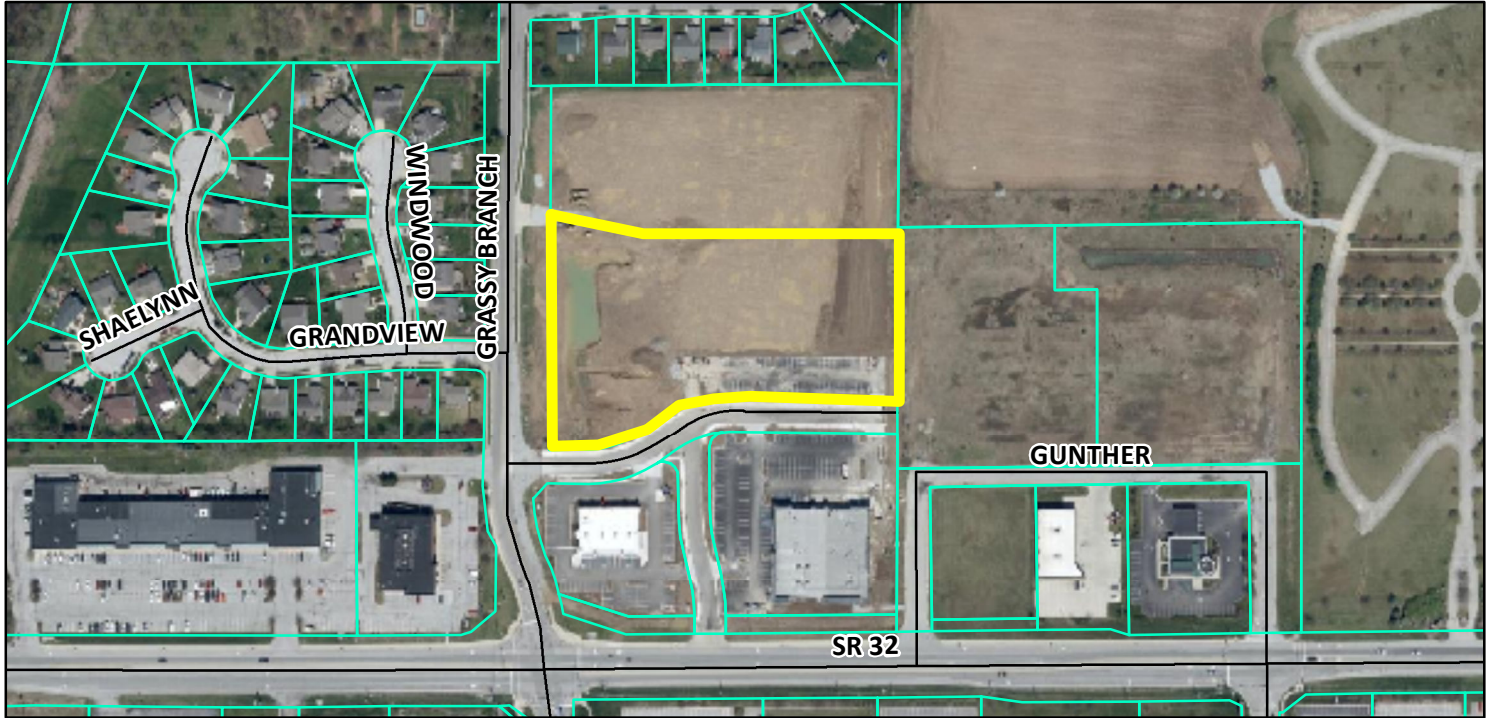
Eligible for Adoption: July 14, 2020

Submitted by: Daine Crabtree, Associate Planner
Economic and Community Development Department

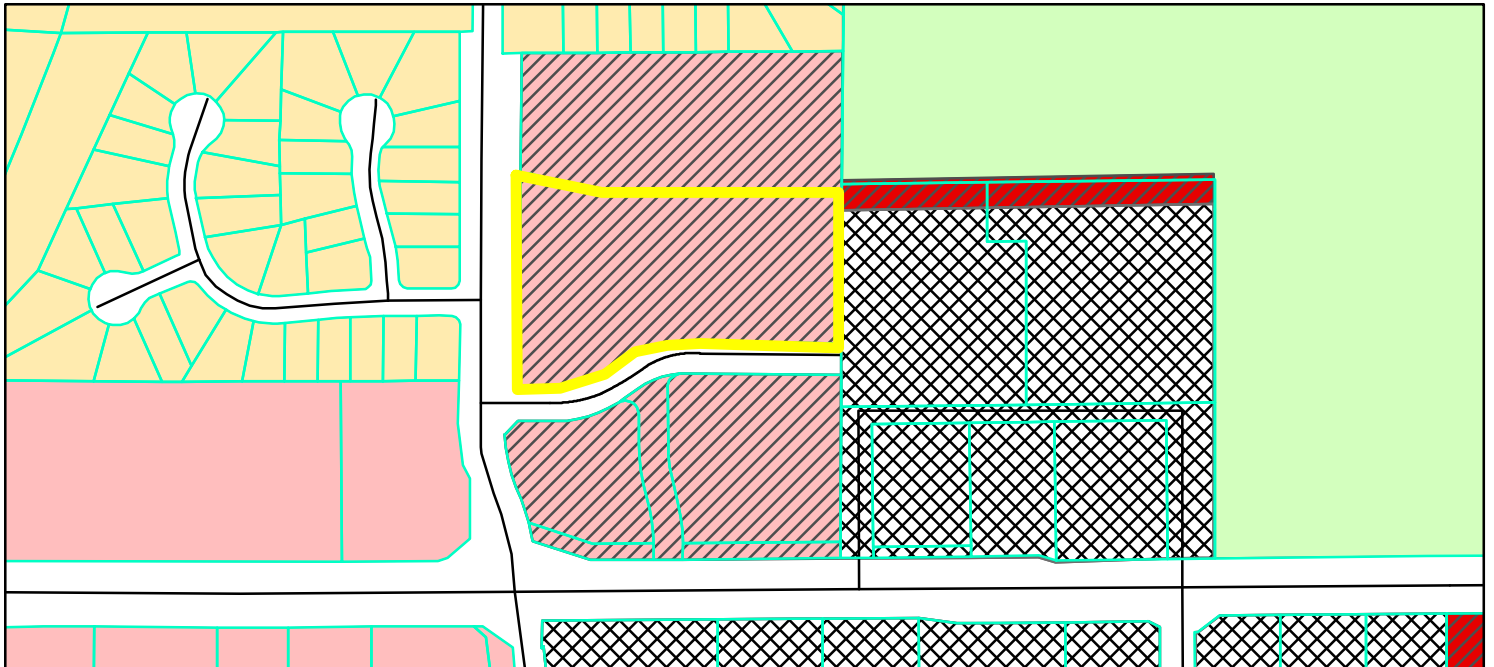
Lot 3 Grassy Branch Marketplace

Aerial Location Map

 Site



Zoning Map

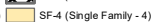


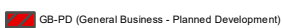
 Parcel
 GIS.DBO.PW_Streets

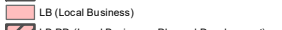
Zoning - All

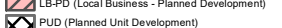
Zoning

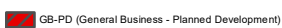
 AG-SF1 (Agriculture - Single Family - 1)

 SF-4 (Single Family - 4)

 LB (Local Business)

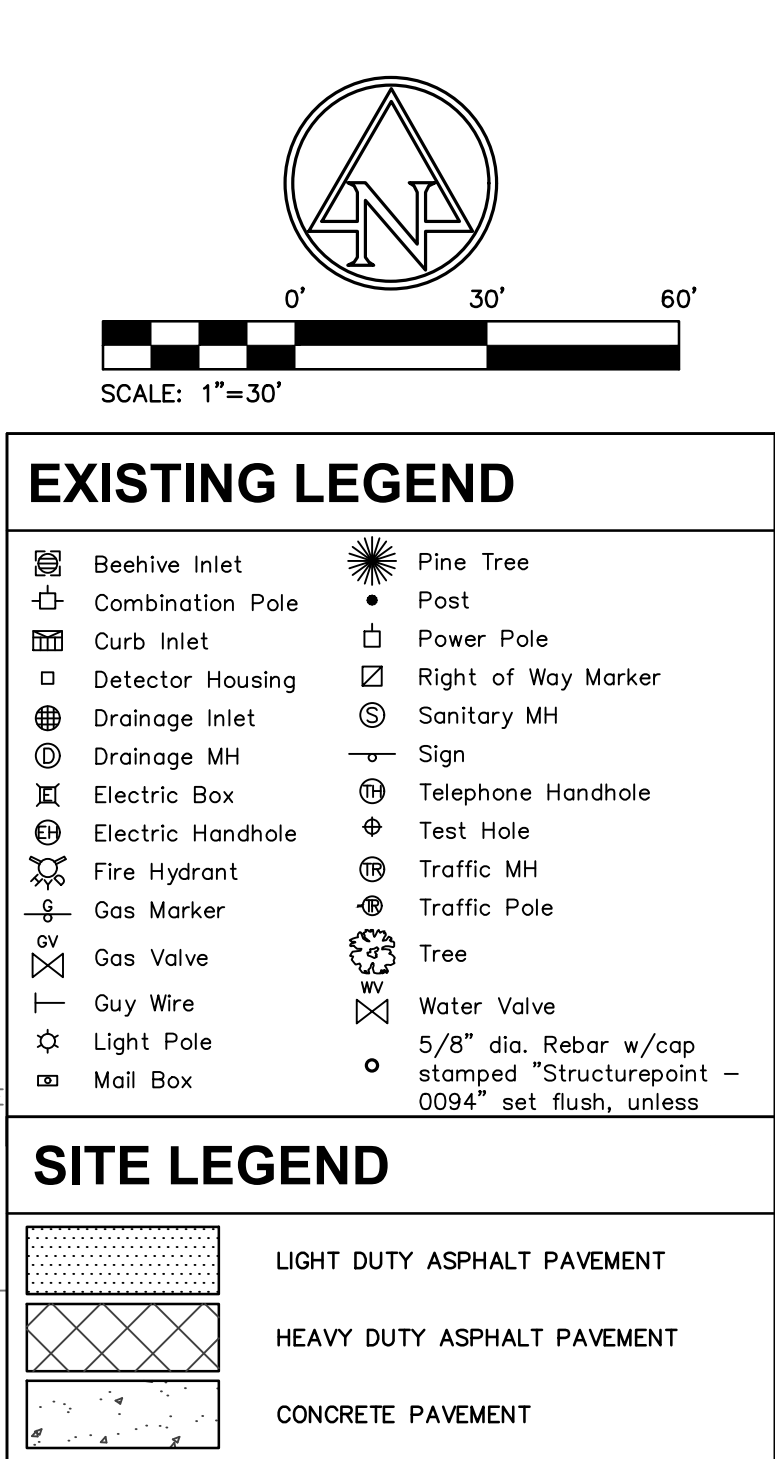
 LB-PD (Local Business - Planned Development)

 PUD (Planned Unit Development)

 GB-PD (General Business - Planned Development)

0 0.05 0.1
Miles



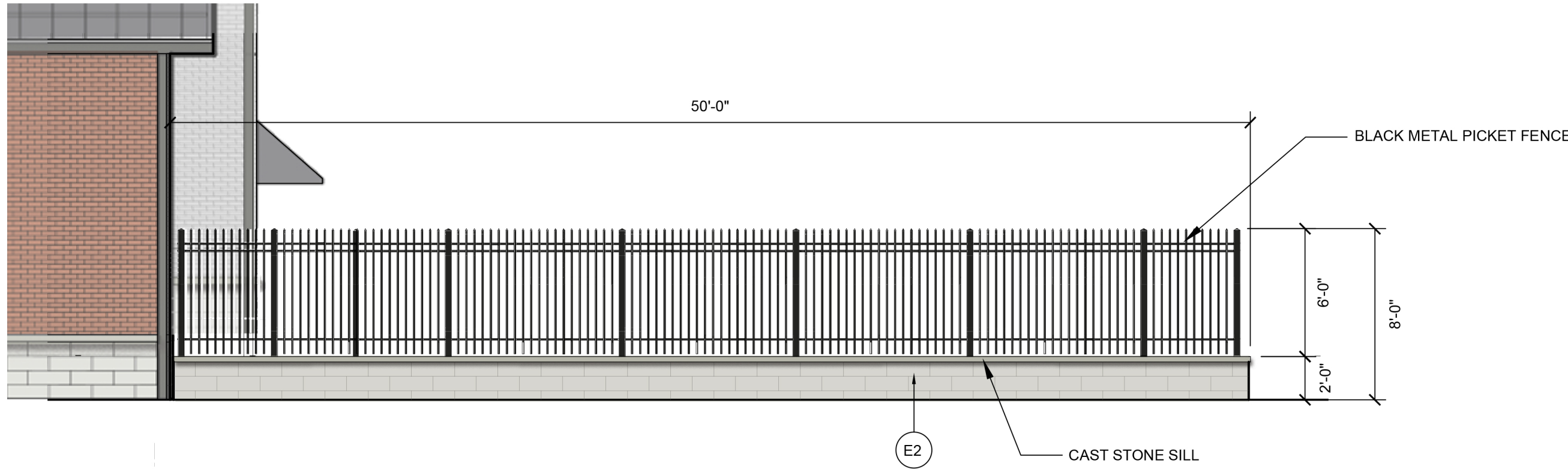


3400 Nancy Street
Westfield, Indiana



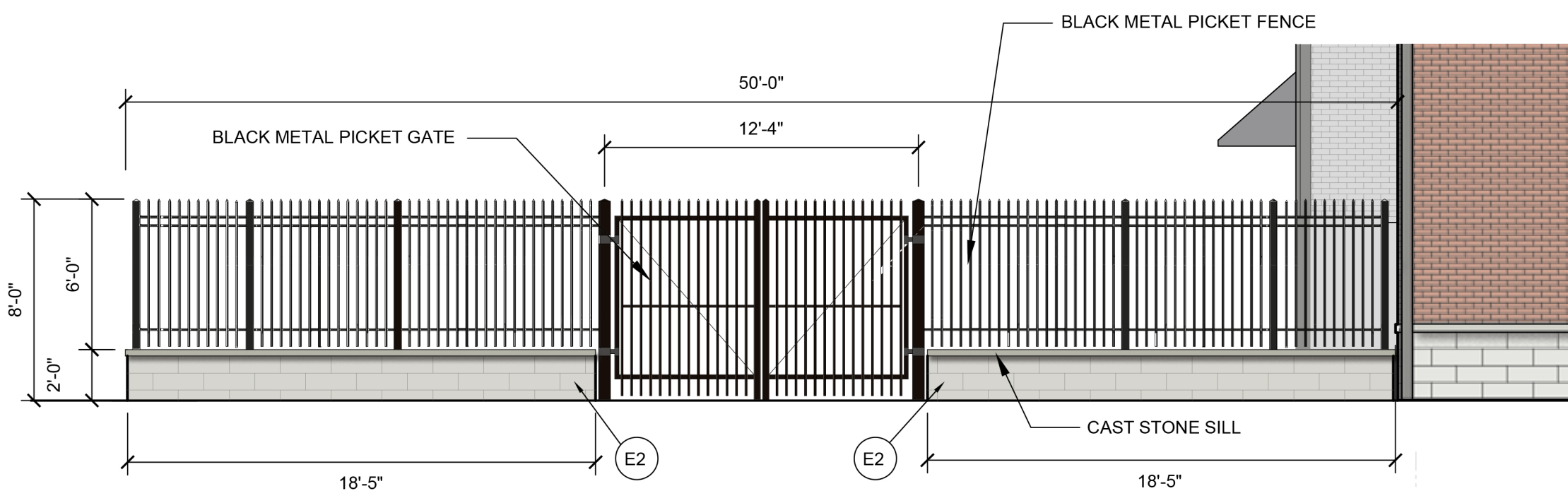
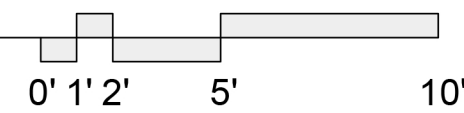
AMERICAN
STRUCTUREPOINT
INC.
2017.00660.0003

May 29, 2020



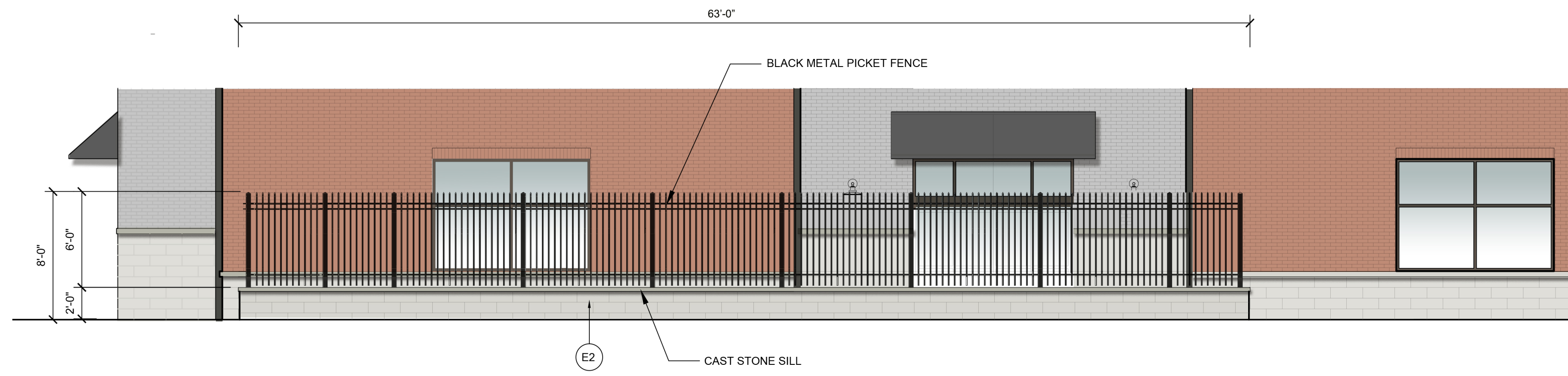
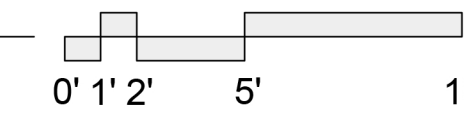
1 SOUTH FENCE ELEVATION

SCALE: 3/16" = 1'-0"



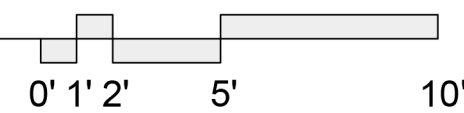
2 NORTH FENCE ELEVATION

SCALE: 3/16" = 1'-0"



3 EAST FENCE ELEVATION

SCALE: 3/16" = 1'-0"



4 SOUTH FACADE WITH FENCE

(FOR REFERENCE ONLY. SEE SHEETS A201 - A203)

SCALE: 3/32" = 1'-0"

GENERAL ELEVATION NOTES:

- A. NOTIFY ARCHITECT OF ANY DIMENSIONAL OR PHYSICAL DISCREPANCIES ON DRAWINGS RELATIVE TO CONDITIONS IN THE FIELD. REQUEST CLARIFICATION FROM ARCHITECT PRIOR TO PROCEEDING WITH WORK IN THE AFFECTED AREA.
- B. CONTRACTOR SHALL PROVIDE PHYSICAL SAMPLES AND SHOP DRAWINGS FOR ALL NEW STRUCTURAL AND FINISH MATERIALS TO ARCHITECT FOR REVIEW/APPROVAL PRIOR TO ORDERING/FABRICATION AND INSTALLATION.

ELEVATION NOTES:

- E1. EXTERIOR FINISH GRADE - SEE CIVIL DWGS.
- E2. MASONRY TYPE A:
CAST STONE MASONRY. CONTINUE 1 COURSE BELOW FINISH FLOOR LEVEL. SEE WALL SECTIONS.
BASIS OF DESIGN:
MFG: CUSTOM CAST STONE
SIZE: 8"H X 24"W X 4"D (NOMINAL)
COLOR: NATURAL
CONTACT: DREW BILGER, INDIANA BRICK - 317.902.1480
-OR EQUAL AS DETERMINED BY ARCHITECT
- E3. CAST STONE SILL COURSE: CHAMFER OUTSIDE TOP EDGE. SEE WALL SECTIONS.
BASIS OF DESIGN:
MFG: CUSTOM CAST STONE
SIZE/PROFILE: SEE WALL SECTIONS
COLOR: NATURAL
CONTACT: DREW BILGER, INDIANA BRICK - 317.902.1480
-OR EQUAL AS DETERMINED BY ARCHITECT
- E4. MASONRY TYPE B:
STANDARD BRICK MASONRY (RED BRICK)
BASIS OF DESIGN:
MFG: MERIDIAN BRICK
SIZE: MODULAR - 2.67"H X 8"W X 4"D (NOMINAL)
COLOR: HERITAGE TRAIL (RED)
CONTACT: DREW BILGER, INDIANA BRICK - 317.902.1480
-OR EQUAL AS DETERMINED BY ARCHITECT
- E5. MASONRY TYPE C:
STANDARD BRICK MASONRY (GREY BRICK)
BASIS OF DESIGN:
MFG: BRAMPTON BRICK
SIZE: MODULAR - 2.67"H X 8"W X 4"D (NOMINAL)
COLOR: SILVER - SELECT SERIES (GREY)
CONTACT: DREW BILGER, INDIANA BRICK - 317.902.1480
-OR EQUAL AS DETERMINED BY ARCHITECT

EX

ELEVATION NOTES CONTINUED:

- E6. BRICK SOLDIER COURSE - MATCH ADJACENT BRICK COLOR.
- E7. UTILITY METER LOCATION. SEE MEP DWGS.
- E8. DARK BRONZE ALUMINUM STOREFRONT ENTRANCE/WINDOW SYSTEM. SEE DOOR SCHEDULE AND FRAME ELEVATIONS.
- E9. PREFABRICATED / PREFINISHED SELF DRAINING METAL CANOPY SYSTEM WITH DECORATIVE TIE BACK RODS AND DECORATIVE WALL PLATE AT ATTACHMENT TO BUILDING FACADE.
BASIS OF DESIGN:
MANUFACTURERS: COOL PLANET, MAPES
-OR EQUAL AS DETERMINED BY ARCHITECT.
- E10. AWNING - PREFABRICATED ALUMINUM FRAME WITH FABRIC COVER - CLOSED ON BOTH ENDS. FABRIC COLOR (DARK GREY) TO BE SELECTED BY ARCHITECT FROM MANUFACTURER OPTIONS.
- E11. AUTOMATIC SLIDING DOOR SYSTEM AND SURROUNDING SIDELIGHT/TRANSOM STOREFRONT. DARK BRONZE FRAME FINISH WITH CLEAR INSULATED GLASS. BASIS OF DESIGN:
STANLEY DURA-GLIDE 3000 SLIDING DOOR PACKAGE
- E12. FIBER CEMENT BOARD VERTICAL SIDING - BOARD AND BATTEN.
BASIS OF DESIGN:
HARDIEPANEL - FLUSH, SMOOTH FINISH
HARDIETRIM - SMOOTH BATTEN BOARDS 2.5"W X 3/4" THICKNESS
INSTALL VERTICAL BATTENS AT 2'-0" O.C. - CENTER ON FACADE
PER ELEVATIONS - COORDINATE WITH ARCHITECT ON ANY DIMENSION ADJUSTMENTS SO THAT SMALL SLIVERS OF TRIM OR PANEL DO NOT REMAIN. PRIMED FOR PAINT. PAINT COLOR TO BE SELECTED BY ARCH.
- E13. FUTURE TENANT SIGNAGE SHOWN FOR REFERENCE ONLY. ROUGH IN POWER WITH JBOX FOR CONNECTION TO FUTURE BACKLIT SIGNAGE. SEE ELEC. DWGS.
- E14. EXTERIOR WALL SCONCE LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.
- E15. FIBER CEMENT TRIM BOARD. BASIS OF DESIGN:
HARDIETRIM - 5/4 NT3 SMOOTH - 11.25" W, 1" THICKNESS
PRIMED FOR PAINT. PAINT COLOR TO BE SELECTED BY ARCH.
- E16. FIBER CEMENT TRIM BOARD. BASIS OF DESIGN:
HARDIETRIM - 5/4 NT3 SMOOTH - 5.5" W, 1" THICKNESS
PRIMED FOR PAINT. PAINT COLOR TO BE SELECTED BY ARCH.
- E17. FIBER CEMENT TRIM BOARD. BASIS OF DESIGN:
HARDIETRIM - 5/4 NT3 SMOOTH - 1" THICKNESS
WIDTH AS REQUIRED TO CREATE 8" FASCIA EXPOSURE AND BOXED EAVE. PRIMED FOR PAINT. PAINT COLOR TO BE SELECTED BY ARCH.
- E18. 6"X6" RECTANGULAR PREFINISHED METAL GUTTER. ARCHITECT TO SELECT FROM MANUFACTURERS STANDARD COLOR OPTIONS (GREY).
- E19. 5"X5" RECTANGULAR PREFINISHED METAL DOWNSPOUT. ARCHITECT TO SELECT FROM MANUFACTURERS STANDARD COLOR OPTIONS (GREY). COORDINATE UNDERGROUND TIE IN WITH CIVIL DWGS.
- E20. ROOF ASSEMBLY 'A' OVER WOOD DECK:
PREFINISHED STANDING SEAM METAL ROOF PANEL SYSTEM
INSTALL MANUFACTURERS STANDARD STANDING SEAM METAL ROOF UNDERLAYMENT AND ICE/WATER SHIELD (COMPATIBLE WITH WARRANTED SYSTEM).
BASIS OF DESIGN:
FIRESTONE UNA-CLAD UC-4 PANELS
PANEL SIZE: 18" PANEL WIDTH
COLOR/FINISH: TO BE SELECTED FROM MANUFACTURERS STANDARD PREFINISHED COLORS. (GREY)
WARRANTY: MIN. 25 YEAR WARRANTY
-OR EQUAL AS DETERMINED BY ARCHITECT.
- E21. HOLLOW METAL DOOR AND FRAME. SEE DOOR SCHEDULE. PAINT TO MATCH ALUMINUM STOREFRONT.
- E22. PREFINISHED, INSULATED METAL OVERHEAD DOOR. COORDINATE ROUGH OPENING DIMENSIONS WITH O.H. DOOR MANUFACTURER. COLOR TO BE "GREY" - ARCHITECT TO SELECT FROM MANUFACTURERS STANDARDS.
- E23. PREFINISHED MECHANICAL SCREEN LOUVER.
BASIS OF DESIGN: ARCHITECTURAL LOUVERS - V2KS EQUIPMENT SCREEN, 2" DEEP STANDARD FLAT BLAD SCREEN - COLOR TO BE SELECTED FROM MANUFACTURERS STANDARD (GREY). PROVIDE SUPPORT COLUMNS AS REQUIRED AND TIE BACK TO STRUCTURE - COORDINATE WITH ARCHITECT/STRUCTURAL ENGINEER.
- E24. DARK BRONZE ALUMINUM STOREFRONT WINDOW WITH SPANDREL/OPAQUE GLASS. SEE WINDOW SCHEDULE.
- E25. CONTINUOUS PREFINISHED METAL RIDGE VENT. MATCH STANDING SEAM METAL ROOF COLOR. STOP ROOF SHEATHING SHORT OF RIDGE TO ALLOW CONTINUOUS AIR FLOW TO RIDGE VENT.
- E26. CONTINUOUS SNOW RETENTION RAIL SYSTEM
BASIS OF DESIGN:
PRODUCT: UC4-SG
COLOR/FINISH: TO BE SELECTED FROM MANUFACTURERS STANDARD PREFINISHED COLORS (MATCH STANDING SEAM COLOR)
-OR EQUAL AS DETERMINED BY ARCHITECT.
- E27. DASHED LINE INDICATES FUTURE FENCE NOT IN PROJECT SCOPE.
- E28. FIBER CEMENT TRIM BOARD. BASIS OF DESIGN:
HARDIETRIM - 5/4 NT3 SMOOTH - 7.25" W, 1" THICKNESS
PRIMED FOR PAINT. PAINT COLOR TO BE SELECTED BY ARCH.
- E29. CAST STONE WALL CAP. BASIS OF DESIGN:
MFG: CUSTOM CAST STONE - SIZE/PROFILE: 12" W WALL
COLOR: NATURAL
CONTACT: DREW BILGER, INDIANA BRICK - 317.902.1480
-OR EQUAL AS DETERMINED BY ARCHITECT
- E30. STEEL FRAME METAL DUMPSTER ENCLOSURE GATES WITH METAL CLADDING.
- E31. 8" CONCRETE BLOCK.

SITE ARCHITECTURE
architectural landscape architecture

CONSTRUCTION DOCUMENTS

These drawings are intended for the exclusive use of the City of Westfield plan review, permitting, bidding, and construction.

DATE ISSUED: 11.13.2019

REVISIONS ISSUED: #3 - 4.28.2020

ARCHITECT:

SITE ARCHITECTURE

PROJECT CONTACT:
BRAD SMITH, RA | LEED AP
13144 EAST 180TH STREET
SCOTTSVILLE, IN 46060
PH: 317.374.8720
E-MAIL: brad@site-architecture.com

CIVIL ENGINEER:

AMERICAN STRUCTUREPOINT

PROJECT CONTACT:
JUSTIN OLASHUK, P.E.
2410 EXECUTIVE DRIVE, SUITE 100
INDIANAPOLIS, IN 46256
PH: 317.547.5580
E-MAIL: jolashuk@structurepoint.com

STRUCTURAL ENGINEER:

STRUCTURAL DESIGN, INC.

PROJECT CONTACT:
CHARLES J. SCHAEFER, P.E.
12711 PALESTINE BLVD, SUITE B
INDIANAPOLIS, IN 46256
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E-MAIL: cschaefer@structdesign.com

MEP ENGINEER:

THE ENGINEERING COLLABORATIVE

PROJECT CONTACT:
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2410 EXECUTIVE DRIVE, SUITE 100
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E-MAIL: sam@tec-mep.com

GRASSY BRANCH MARKETPLACE
LOT 3 - RETAIL SHELL BUILDING
SR 32 & GRASSY BRANCH ROAD
WESTFIELD, IN. 46074

CERTIFICATION:

EXTERIOR ELEVATIONS

A204

PROJECT NUMBER: 2019-012

**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION**

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, July 6, 2020, 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. 2007-PUD-08

Ordinance No. 20-22

Petitioner Grassy Branch Partners, LLC by American Structurepoint, Inc.

Description An amendment specific to Lot 3 of the Grassy Branch Marketplace PUD to amend Outside Storage and Display standards

On July 6, 2020, a motion was made and passed to send a favorable recommendation (Vote: 8 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

July 7, 2020

Date

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.

July 13, 2020

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS
--

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 28 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 13 day of July, 2020

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
Administration									
VEN001537	Payroll	APP072454	6/24/2020	101001111	ADM-SALARY	sal	7,758.96	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101001120	ADM-FICA /MEDICARE	fica	466.42	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101001120	ADM-FICA /MEDICARE	med	109.08	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101001121	ADM-PERF	perf	585.96	500000564	6/24/2020
VEN005574	Bose McKinney and Evans LLP	APP072470	6/23/2020	101001331	ADM-CONSULTING	Strategic Communications se	3,500.00		
VEN000513	DavisVision	APP072495	6/25/2020	101001119	ADM-HEALTH/DENTAL	July Vision Ins	12.87	68978	6/25/2020
VEN000534	Delta Dental	APP072509	6/25/2020	101001119	ADM-HEALTH/DENTAL	July Dental Ins	7.24	68979	6/25/2020
VEN008029	Liberty Mutual Insurance	APP072556	6/29/2020	101001339	ADM-INSURANCE	Installment 7	4,568.58	68981	6/29/2020
VEN000163	Aul Retirement	APP072597	6/30/2020	101001125	ADM-401A MATCHING	June Match	3,451.02	500000565	6/30/2020
VEN000589	Duke Energy	APP072613	7/1/2020	101001341	ADM-ELECTRICITY	Admin	469.44	68988	7/1/2020
VEN008075	Anthem Bank	APP072651	7/2/2020	101001119	ADM-HEALTH/DENTAL	July Medical Ins	1,076.42	500000576	7/2/2020
VEN006362	Anthem EAP	APP072732	6/26/2020	101001119	ADM-HEALTH/DENTAL	3rd Quart EAP	9.48		
VEN001537	Payroll	APP072822	7/7/2020	101001111	ADM-SALARY	July 9th payroll	5,990.64	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101001120	ADM-FICA /MEDICARE	July 9th payroll	356.80	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101001120	ADM-FICA /MEDICARE	July 9th payroll	83.49	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101001121	ADM-PERF	July 9th payroll	585.96	500000575	7/7/2020
VEN001469	O W Krohn and Associates	APP072891	6/24/2020	101001331	ADM-CONSULTING	May Services	1,976.25		
VEN001469	O W Krohn and Associates	APP072891	6/24/2020	101001331	ADM-CONSULTING	May Services	127.50		
VEN001469	O W Krohn and Associates	APP072891	6/24/2020	101001331	ADM-CONSULTING	May Services	6,630.00		
VEN005845	Kinetrex Energy	APP072896	6/24/2020	101001328	ADM-HEAT/GAS	Heat	32.64		
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101001122	ADM-WORKERS' COMP	2nd inst and 2019 audit	128.88		
Subtotal for Administration							37,927.63		
Police									
VEN005581	Newton Oil Company	APP072419	6/23/2020	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded	7,692.30	68977	6/23/2020
VEN001537	Payroll	APP072454	6/24/2020	101002111	POLICE-SALARY	sal	194,333.32	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101002120	POLICE-FICA/MEDICARE	fica	11,580.82	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101002120	POLICE-FICA/MEDICARE	med	2,708.42	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101002121	POLICE-PERF	perf	30,146.30	500000564	6/24/2020
VEN006426	DISA Inc	APP072480	6/24/2020	101002349	POLICE-SERVICES	Drug testing	103.00		
VEN000513	DavisVision	APP072495	6/25/2020	101002119	POLICE-HEALTH/DENTAL	July Vision Ins	606.66	68978	6/25/2020
VEN000534	Delta Dental	APP072509	6/25/2020	101002119	POLICE-HEALTH/DENTAL	July Dental Ins	2,902.30	68979	6/25/2020
VEN000314	C.A.R. Clinic	APP072545	6/29/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	857.41		

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Fund No. Fund Name									
101 General									
Police									
VEN000345	Cave and Company Printing	APP072546	6/29/2020	101002337	POLICE-PRINTING	Business Cards	59.63		
VEN000379	Chemsearch	APP072547	6/29/2020	101002224	POLICE-OPERATING SUPPLI	Envirosan Aerosol	201.97		
VEN008443	CoverTrack Group	APP072548	6/29/2020	101002349	POLICE-SERVICES	5 Tracking Devices, Maintena	1,710.00		
VEN002035	US Uniform and Supply	APP072551	6/29/2020	101002229	POLICE-UNIFORMS	Badge Holder, Hat Chords	99.70		
VEN001555	Pet Supplies Plus	APP072552	6/29/2020	101002355	POLICE-K-9 MAINT	Dog Food	44.98		
VEN008029	Liberty Mutual Insurance	APP072556	6/29/2020	101002339	POLICE-INSURANCE	Installment 7	7,464.44	68981	6/29/2020
VEN005403	BrightView Landscapes LLC	APP072565	6/29/2020	101002343	POLICE-BUILDING MAINTEN	Fertilization PSB	238.18		
VEN000163	Aul Retirement	APP072597	6/30/2020	101002125	POLICE-401A MATCHING	June Match	2,863.63	500000565	6/30/2020
VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101002119	POLICE-HEALTH/DENTAL	July Life Ins	184.45	68989	7/1/2020
VEN008075	Anthem Bank	APP072651	7/2/2020	101002119	POLICE-HEALTH/DENTAL	July Medical Ins	57,711.03	500000576	7/2/2020
VEN006362	Anthem EAP	APP072732	6/26/2020	101002119	POLICE-HEALTH/DENTAL	3rd Quart EAP	279.66		
VEN000314	C.A.R. Clinic	APP072779	7/6/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	2,343.60		
VEN002336	Citizens Westfield	APP072781	7/6/2020	101002342	POLICE-WATER/SEWER	police - 40 percent	273.49		
VEN008458	ClaimFox Inc	APP072782	6/29/2020	101002349	POLICE-SERVICES	Bank Records for Case # 202	28.00		
VEN000747	Galls	APP072786	6/29/2020	101002224	POLICE-OPERATING SUPPLI	Antiseptic Cleaner	145.77		
VEN000747	Galls	APP072786	6/29/2020	101002472	POLICE-EQUIPMENT	Handcuffs	130.73		
VEN000747	Galls	APP072787	6/29/2020	101002229	POLICE-UNIFORMS	Raincoats	255.67		
VEN000747	Galls	APP072787	6/29/2020	101002229	POLICE-UNIFORMS		205.03		
VEN000747	Galls	APP072788	6/29/2020	101002229	POLICE-UNIFORMS	Uniform Key Pouches	54.15		
VEN000747	Galls	APP072788	6/29/2020	101002229	POLICE-UNIFORMS	Uniform Belt Keepers	40.59		
VEN007707	Milestones	APP072790	6/29/2020	101002347	POLICE-PROMOTIONS	Small Wonders Chest	90.82		
VEN005581	Newton Oil Company	APP072791	7/6/2020	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	7,931.93		
VEN001856	Sun Badge Co	APP072794	7/6/2020	101002229	POLICE-UNIFORMS	uniform Badges	992.50		
VEN001942	The Uniform House	APP072796	6/29/2020	101002229	POLICE-UNIFORMS	Uniform Patches	435.00		
VEN002035	US Uniform and Supply	APP072797	6/29/2020	101002229	POLICE-UNIFORMS	New Hire Uniforms - Ottenwel	2,643.85		
VEN001537	Payroll	APP072822	7/7/2020	101002111	POLICE-SALARY	July 9th payroll	183,453.99	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101002120	POLICE-FICA/MEDICARE	July 9th payroll	10,923.50	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101002120	POLICE-FICA/MEDICARE	July 9th payroll	2,554.66	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101002121	POLICE-PERF	July 9th payroll	29,660.84	500000575	7/7/2020
VEN005845	Kinetrex Energy	APP072896	6/24/2020	101002328	POLICE-HEAT/GAS	Heat	176.45		
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101002122	POLICE-WORKERS' COMP	2nd inst and 2019 audit	17,059.41		
Subtotal for Police							581,188.18		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
Economic and Community Development									
VEN001537	Payroll	APP072454	6/24/2020	101003111	ECD-SALARY	sal	25,843.10	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101003111	ECD-SALARY	sal	3,600.00	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101003120	ECD-FICA/MEDICARE	fica	1,545.61	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101003120	ECD-FICA/MEDICARE	fica	223.20	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101003120	ECD-FICA/MEDICARE	med	361.47	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101003120	ECD-FICA/MEDICARE	med	52.20	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101003121	ECD-PERF	perf	3,920.82	500000564	6/24/2020
VEN000513	DavisVision	APP072495	6/25/2020	101003119	ECD-HEALTH/DENTAL	July Vision Ins	118.09	68978	6/25/2020
VEN000534	Delta Dental	APP072509	6/25/2020	101003119	ECD-HEALTH/DENTAL	July Dental Ins	272.35	68979	6/25/2020
VEN000163	Aul Retirement	APP072597	6/30/2020	101003125	ECD-401A MATCHING	June Match	10,698.27	500000565	6/30/2020
VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101003119	ECD-HEALTH/DENTAL	July Life Ins	39.00	68989	7/1/2020
VEN008075	Anthem Bank	APP072651	7/2/2020	101003119	ECD-HEALTH/DENTAL	July Medical Ins	8,690.40	500000576	7/2/2020
VEN006362	Anthem EAP	APP072732	6/26/2020	101003119	ECD-HEALTH/DENTAL	3rd Quart EAP	61.62		
VEN001537	Payroll	APP072822	7/7/2020	101003111	ECD-SALARY	July 9th payroll	27,611.42	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101003120	ECD-FICA/MEDICARE	July 9th payroll	1,655.24	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101003120	ECD-FICA/MEDICARE	July 9th payroll	387.11	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101003121	ECD-PERF	July 9th payroll	3,920.82	500000575	7/7/2020
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101003122	ECD-WORKERS' COMP	2nd inst and 2019 audit	3,455.52		
Subtotal for Economic and Community Development							92,456.24		
Parks									
VEN001537	Payroll	APP072454	6/24/2020	101005111	PARKS-SALARY	sal	10,125.08	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101005120	PARKS-FICA/MEDICARE	fica	608.19	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101005120	PARKS-FICA/MEDICARE	med	142.24	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101005121	PARKS-PERF	perf	1,346.88	500000564	6/24/2020
VEN000513	DavisVision	APP072495	6/25/2020	101005119	PARKS-HEALTH/DENTAL	July Vision Ins	36.94	68978	6/25/2020
VEN000534	Delta Dental	APP072509	6/25/2020	101005119	PARKS-HEALTH/DENTAL	July Dental Ins	107.59	68979	6/25/2020
VEN000163	Aul Retirement	APP072597	6/30/2020	101005125	PARKS-401A MATCHING	June Match	2,442.12	500000565	6/30/2020
VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101005119	PARKS-HEALTH/DENTAL	July Life Ins	13.00	68989	7/1/2020
VEN008075	Anthem Bank	APP072651	7/2/2020	101005119	PARKS-HEALTH/DENTAL	July Medical Ins	3,220.22	500000576	7/2/2020
VEN006362	Anthem EAP	APP072732	6/26/2020	101005119	PARKS-HEALTH/DENTAL	3rd Quart EAP	18.96		
VEN004831	Kiwanis Club of Westfield	APP072768	7/6/2020	101005347	PARKS-PROMOTION	Flag Day	210.00		

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Fund No. Fund Name									
101 General									
Parks									
VEN004831	Kiwanis Club of Westfield	APP072768	7/6/2020	101005347	PARKS-PROMOTION	Independence Day	210.00		
VEN004831	Kiwanis Club of Westfield	APP072768	7/6/2020	101005347	PARKS-PROMOTION	Memorial Day	210.00		
VEN005717	Background Investigation Bureau	APP072771	7/6/2020	101005349	PARKS-SERVICES	Background checks	858.60		
VEN001537	Payroll	APP072822	7/7/2020	101005111	PARKS-SALARY	July 9th payroll	9,332.76	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101005120	PARKS-FICA/MEDICARE	July 9th payroll	559.06	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101005120	PARKS-FICA/MEDICARE	July 9th payroll	130.75	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101005121	PARKS-PERF	July 9th payroll	1,234.37	500000575	7/7/2020
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101005122	PARKS-WORKERS' COMP	2nd inst	135.00		
Subtotal for Parks							30,941.76		
Economic Dev									
VEN001537	Payroll	APP072454	6/24/2020	101006111	ECONOMIC DEV-SALARY	sal	3,367.31	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101006120	ECONOMIC DEV-FICA/MEDI	fica	208.55	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101006120	ECONOMIC DEV-FICA/MEDI	med	48.77	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101006121	ECONOMIC DEV-PERF	perf	478.16	500000564	6/24/2020
VEN000513	DavisVision	APP072495	6/25/2020	101006119	ECONOMIC DEV-HEALTH/D	July Vision Ins	5.60	68978	6/25/2020
VEN000534	Delta Dental	APP072509	6/25/2020	101006119	ECONOMIC DEV-HEALTH/D	July Dental Ins	13.87	68979	6/25/2020
VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101006119	ECONOMIC DEV-HEALTH/D	July Life Ins	3.25	68989	7/1/2020
VEN008075	Anthem Bank	APP072651	7/2/2020	101006119	ECONOMIC DEV-HEALTH/D	July Medical Ins	580.87	500000576	7/2/2020
VEN006362	Anthem EAP	APP072732	6/26/2020	101006119	ECONOMIC DEV-HEALTH/D	3rd Quart EAP	4.74		
VEN001537	Payroll	APP072822	7/7/2020	101006111	ECONOMIC DEV-SALARY	July 9th payroll	3,367.31	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101006120	ECONOMIC DEV-FICA/MEDI	July 9th payroll	208.55	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101006120	ECONOMIC DEV-FICA/MEDI	July 9th payroll	48.77	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101006121	ECONOMIC DEV-PERF	July 9th payroll	478.16	500000575	7/7/2020
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101006122	ECONOMIC DEV-WORKERS	2nd inst and 2019 audit	156.94		
Subtotal for Economic Dev							8,970.85		
Informatics									
VEN001537	Payroll	APP072454	6/24/2020	101007111	IT-SALARY	sal	16,914.68	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101007120	IT-FICA/MEDICARE	fica	984.27	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101007120	IT-FICA/MEDICARE	med	230.22	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101007121	IT-PERF	perf	2,401.88	500000564	6/24/2020
VEN000513	DavisVision	APP072495	6/25/2020	101007119	IT-HEALTH/DENTAL	July Vision Ins	62.68	68978	6/25/2020
VEN003890	Domo Inc	APP072497	6/25/2020	101007389	IT-SOFTWARE LICENSING	2020 Renewal	41,588.49		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Informatics									
VEN004591	Virtusa Corporation	APP072498	6/25/2020	101007331	IT-CONSULTING	Oct period	4,027.00		
VEN005146	Konica Minolta Business	APP072499	6/25/2020	101007337	IT-PRINTING	Click charges	15.11		
VEN005272	SHI International	APP072502	6/25/2020	101007389	IT-SOFTWARE LICENSING	Software and Software Maint	2,834.41		
VEN000534	Delta Dental	APP072509	6/25/2020	101007119	IT-HEALTH/DENTAL	July Dental Ins	215.19	68979	6/25/2020
VEN000163	Aul Retirement	APP072597	6/30/2020	101007125	IT-401A MATCHING	June Match	5,316.86	500000565	6/30/2020
VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101007119	IT-HEALTH/DENTAL	July Life Ins	19.50	68989	7/1/2020
VEN008075	Anthem Bank	APP072651	7/2/2020	101007119	IT-HEALTH/DENTAL	July Medical Ins	5,864.46	500000576	7/2/2020
VEN003729	Metronet	APP072699	7/6/2020	101007335	IT-TELEPHONE	Land lines and long distance	2,299.73		
VEN006362	Anthem EAP	APP072732	6/26/2020	101007119	IT-HEALTH/DENTAL	3rd Quart EAP	28.44		
VEN000617	elmanage Technology Group	APP072804	7/1/2020	101007331	IT-CONSULTING	CRM support GP	20,891.25		
VEN007330	Cadence Team Inc	APP072805	7/6/2020	101007389	IT-SOFTWARE LICENSING	AUVIK	60.00		
VEN000203	BD Managed Services LLC	APP072806	7/6/2020	101007451	IT-COMPUTER/EQUIP	Low Voltage Adds	1,625.59		
VEN005135	FP Mailing Solutions	APP072807	7/6/2020	101007333	IT-POSTAGE	Postage	790.20		
VEN006597	ATEC Inc	APP072808	6/29/2020	101007389	IT-SOFTWARE LICENSING	Exacqvision security camera li	6,854.00		
VEN007897	Konica Minolta Prem Fin 2	APP072809	6/30/2020	101007337	IT-PRINTING	Copy machine rental Sta 82 a	77.70		
VEN005996	Konica Minolta Premier Fin	APP072810	7/6/2020	101007337	IT-PRINTING	Copy machine rentals	1,053.89		
VEN007067	Service Express Inc	APP072811	7/6/2020	101007349	IT-SERVICES	Firewall addition to equipment	1,036.00		
VEN001537	Payroll	APP072822	7/7/2020	101007111	IT-SALARY	July 9th payroll	16,785.42	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101007120	IT-FICA/MEDICARE	July 9th payroll	976.25	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101007120	IT-FICA/MEDICARE	July 9th payroll	228.29	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	101007121	IT-PERF	July 9th payroll	2,383.53	500000575	7/7/2020
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101007122	IT-WORKERS' COMP	2nd inst and 2019 audit	418.88		
Subtotal for Informatics							135,983.92		
Clerk Treasurer									
VEN000847	Hamilton County Recorder	APP072441	6/23/2020	101008330	CT-LEGAL CONSULTING	ordinance resolution	50.00	68974	6/23/2020
VEN001537	Payroll	APP072454	6/24/2020	101008111	CT-SALARY	sal	22,192.63	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101008120	CT-FICA/MEDICARE	fica	1,306.89	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101008120	CT-FICA/MEDICARE	med	305.59	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	101008121	CT-PERF	perf	2,728.18	500000564	6/24/2020
VEN001469	O W Krohn and Associates	APP072483	6/24/2020	101008331	CT-CONSULTING	May Services	800.00		
VEN000513	DavisVision	APP072495	6/25/2020	101008119	CT-HEALTH/DENTAL	July Vision Ins	69.95	68978	6/25/2020
VEN000534	Delta Dental	APP072509	6/25/2020	101008119	CT-HEALTH/DENTAL	July Dental Ins	169.33	68979	6/25/2020

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Fund No.	Fund Name									
101	General									
	Clerk Treasurer									
	VEN000163	Aul Retirement	APP072597	6/30/2020	101008125	CT-401A MATCHING	June Match	6,322.59	500000565	6/30/2020
	VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101008119	CT-HEALTH/DENTAL	July Life Ins	18.14	68989	7/1/2020
	VEN008075	Anthem Bank	APP072651	7/2/2020	101008119	CT-HEALTH/DENTAL	July Medical Ins	4,451.82	500000576	7/2/2020
	VEN006362	Anthem EAP	APP072732	6/26/2020	101008119	CT-HEALTH/DENTAL	3rd Quart EAP	28.44		
	VEN001537	Payroll	APP072822	7/7/2020	101008111	CT-SALARY	July 9th payroll	17,067.66	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101008120	CT-FICA/MEDICARE	July 9th payroll	989.14	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101008120	CT-FICA/MEDICARE	July 9th payroll	231.34	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101008121	CT-PERF	July 9th payroll	2,000.43	500000575	7/7/2020
	VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101008122	CT-WORKERS' COMP	2nd inst and 2019 audit	270.82		
	Subtotal for Clerk Treasurer							59,002.95		
	Mayor									
	VEN001537	Payroll	APP072454	6/24/2020	101009111	MAYOR-SALARY	sal	4,575.54	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101009120	MAYOR- FICA/MEDICARE	fica	275.20	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101009120	MAYOR- FICA/MEDICARE	med	64.36	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101009121	MAYOR-PERF	perf	649.73	500000564	6/24/2020
	VEN000513	DavisVision	APP072495	6/25/2020	101009119	MAYOR-HEALTH/DENTAL	July Vision Ins	12.87	68978	6/25/2020
	VEN000534	Delta Dental	APP072509	6/25/2020	101009119	MAYOR-HEALTH/DENTAL	July Dental Ins	26.65	68979	6/25/2020
	VEN000163	Aul Retirement	APP072597	6/30/2020	101009125	MAYOR-401A MATCHING	June Match	1,779.49	500000565	6/30/2020
	VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101009119	MAYOR-HEALTH/DENTAL	July Life Ins	2.21	68989	7/1/2020
	VEN008075	Anthem Bank	APP072651	7/2/2020	101009119	MAYOR-HEALTH/DENTAL	July Medical Ins	1,155.94	500000576	7/2/2020
	VEN006362	Anthem EAP	APP072732	6/26/2020	101009119	MAYOR-HEALTH/DENTAL	3rd Quart EAP	4.74		
	VEN001537	Payroll	APP072822	7/7/2020	101009111	MAYOR-SALARY	July 9th payroll	4,575.54	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101009120	MAYOR- FICA/MEDICARE	July 9th payroll	275.20	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101009120	MAYOR- FICA/MEDICARE	July 9th payroll	64.37	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101009121	MAYOR-PERF	July 9th payroll	649.73	500000575	7/7/2020
	VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101009122	MAYOR-WORKERS' COMP	2nd inst	70.00		
	Subtotal for Mayor							14,181.57		
	City Council									
	VEN001537	Payroll	APP072454	6/24/2020	101010111	CITY COUNCIL-SALARY	sal	29,487.75	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101010120	CITY COUNCIL-FICA/MEDIC	fica	1,828.23	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101010120	CITY COUNCIL-FICA/MEDIC	med	427.54	500000564	6/24/2020

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Fund No.	Fund Name									
101	General									
	City Council									
	VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101010122	CITY COUNCIL-WORKERS'	2nd inst and 2019 audit	267.56		
	Subtotal for City Council							32,011.08		
	Board of Works									
	VEN001537	Payroll	APP072454	6/24/2020	101011111	BOARD OF WORKS-SALARY	sal	525.00	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101011120	BOARD OF WORKS-FICA/M	fica	32.55	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101011120	BOARD OF WORKS-FICA/M	med	7.60	500000564	6/24/2020
	Subtotal for Board of Works							565.15		
	Public Works									
	VEN001537	Payroll	APP072454	6/24/2020	101013111	PW-SALARY	sal	49,880.27	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101013120	PW-FICA/MEDICARE	fica	2,913.35	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101013120	PW-FICA/MEDICARE	med	681.34	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101013121	PW-PERF	perf	7,512.08	500000564	6/24/2020
	VEN006548	MAGI Services LLC	APP072461	6/24/2020	101013343	PW-BLDG MAINT	AED Preventive Maint	400.00		
	VEN001464	Northside Garage Door System	APP072463	6/24/2020	101013343	PW-BLDG MAINT	Bldg B Door B4	96.00		
	VEN002139	Williams Creek Management	APP072464	6/24/2020	101013349	PW-CONTRACTUAL SERVIC	US 31 Corridor	16,060.00		
	VEN006426	DISA Inc	APP072480	6/24/2020	101013349	PW-CONTRACTUAL SERVIC	Drug testing	51.50		
	VEN001182	Kings III America	APP072481	6/24/2020	101013349	PW-CONTRACTUAL SERVIC	Elevator	107.22		
	VEN006360	Stephen M Bernard	APP072482	6/24/2020	101013347	PW-PROMOTIONS	Digital head shot	370.00		
	VEN001469	O W Krohn and Associates	APP072483	6/24/2020	101013349	PW-CONTRACTUAL SERVIC	L Tap Report	1,050.00		
	VEN000513	DavisVision	APP072495	6/25/2020	101013119	PW-HEALTH AND DENTAL	July Vision Ins	263.59	68978	6/25/2020
	VEN000534	Delta Dental	APP072509	6/25/2020	101013119	PW-HEALTH AND DENTAL	July Dental Ins	892.43	68979	6/25/2020
	VEN008029	Liberty Mutual Insurance	APP072556	6/29/2020	101013339	PW-INSURANCE	Installment 7	3,958.41	68981	6/29/2020
	VEN000412	City of Westfield Utility	APP072563	6/29/2020	101013342	PW-WATER/SEWER	Storm PW	3,752.72	68982	6/29/2020
	VEN000163	Aul Retirement	APP072597	6/30/2020	101013125	PW-401A MATCHING	June Match	17,503.30	500000565	6/30/2020
	VEN000589	Duke Energy	APP072600	6/30/2020	101013341	PW-ELECTRIC	Ditch Rd	47.52	68984	6/30/2020
	VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101013119	PW-HEALTH AND DENTAL	July Life Ins	84.87	68989	7/1/2020
	VEN000589	Duke Energy	APP072612	7/1/2020	101013341	PW-ELECTRIC	PW	182.70	68987	7/1/2020
	VEN002336	Citizens Westfield	APP072614	7/1/2020	101013342	PW-WATER/SEWER	PW Water	127.11	68985	7/1/2020
	VEN008075	Anthem Bank	APP072651	7/2/2020	101013119	PW-HEALTH AND DENTAL	July Medical Ins	25,196.56	500000576	7/2/2020
	VEN006426	DISA Inc	APP072694	7/6/2020	101013349	PW-CONTRACTUAL SERVIC	Drug and Alcohol	245.00		
	VEN005403	BrightView Landscapes LLC	APP072696	7/6/2020	101013349	PW-CONTRACTUAL SERVIC	US 31 for June	11,460.00		

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Fund No.	Fund Name									
101	General									
	Public Works									
	VEN005403	BrightView Landscapes LLC	APP072697	7/6/2020	101013349	PW-CONTRACTUAL SERVIC	COW for June	43,741.67		
	VEN005403	BrightView Landscapes LLC	APP072698	7/6/2020	101013349	PW-CONTRACTUAL SERVIC	Janitorial for June	11,562.78		
	VEN005403	BrightView Landscapes LLC	APP072703	7/1/2020	101013349	PW-CONTRACTUAL SERVIC	186th St Median Maint	1,834.25		
	VEN000345	Cave and Company Printing	APP072710	6/25/2020	101013349	PW-CONTRACTUAL SERVIC	Business cards	59.63		
	VEN006362	Anthem EAP	APP072732	6/26/2020	101013119	PW-HEALTH AND DENTAL	3rd Quart EAP	170.64		
	VEN001537	Payroll	APP072822	7/7/2020	101013111	PW-SALARY	July 9th payroll	50,576.27	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101013120	PW-FICA/MEDICARE	July 9th payroll	2,956.50	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101013120	PW-FICA/MEDICARE	July 9th payroll	691.44	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101013121	PW-PERF	July 9th payroll	7,611.04	500000575	7/7/2020
	VEN005709	Service Sanitation Inc	APP072883	7/6/2020	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	109.00		
	VEN005709	Service Sanitation Inc	APP072883	7/6/2020	101013349	PW-CONTRACTUAL SERVIC	W 166th	94.00		
	VEN000402	Cintas	APP072884	7/7/2020	101013229	PW-UNIFORMS	Work boots	124.99		
	VEN005845	Kinetrex Energy	APP072896	6/24/2020	101013328	PW-HEAT/GAS	Heat	36.09		
	VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101013122	PW-WORKERS' COMP	2nd inst and 2019 audit	8,268.94		
	Subtotal for Public Works							270,673.21		
	Communications									
	VEN001537	Payroll	APP072454	6/24/2020	101020111	COMM-SALARY	sal	7,463.53	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101020120	COMM-FICA/MEDICARE	fica	450.71	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101020120	COMM-FICA/MEDICARE	med	105.41	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101020121	COMM-PERF	perf	1,059.82	500000564	6/24/2020
	VEN000513	DavisVision	APP072495	6/25/2020	101020119	COMM-HEALTH/DENTAL	July Vision Ins	24.07	68978	6/25/2020
	VEN000534	Delta Dental	APP072509	6/25/2020	101020119	COMM-HEALTH/DENTAL	July Dental Ins	65.12	68979	6/25/2020
	VEN000163	Aul Retirement	APP072597	6/30/2020	101020125	COMM-401A MATCHING	June Match	3,490.05	500000565	6/30/2020
	VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101020119	COMM-HEALTH/DENTAL	July Life Ins	9.75	68989	7/1/2020
	VEN008075	Anthem Bank	APP072651	7/2/2020	101020119	COMM-HEALTH/DENTAL	July Medical Ins	2,228.81	500000576	7/2/2020
	VEN006362	Anthem EAP	APP072732	6/26/2020	101020119	COMM-HEALTH/DENTAL	3rd Quart EAP	14.22		
	VEN006490	Towne Post Network Inc	APP072812	6/23/2020	101020337	COMM-PRINTING	April issue	550.00		
	VEN001359	Michelle Krcmery	APP072814	7/7/2020	101020331	COMM- CONSULT	June Services	1,100.00		
	VEN001537	Payroll	APP072822	7/7/2020	101020111	COMM-SALARY	July 9th payroll	7,463.53	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101020120	COMM-FICA/MEDICARE	July 9th payroll	450.71	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101020120	COMM-FICA/MEDICARE	July 9th payroll	105.41	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101020121	COMM-PERF	July 9th payroll	1,059.82	500000575	7/7/2020

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Fund No.	Fund Name									
101	General									
	Communications									
	VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101020122	COMM-WORKER'S COMP	2nd inst and 2019 audit	156.94		
	Subtotal for Communications							25,797.90		
	Customer Service									
	VEN001537	Payroll	APP072454	6/24/2020	101021111	CUSTOMER SERV-SALARY	sal	8,262.25	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101021120	CUSTOMER SERV- FICA/ME	fica	487.76	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101021120	CUSTOMER SERV- FICA/ME	med	114.07	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101021121	CUSTOMER SERV- PERF	perf	1,173.23	500000564	6/24/2020
	VEN000513	DavisVision	APP072495	6/25/2020	101021119	CUSTOMER SERV-HEALTH/	July Vision Ins	44.21	68978	6/25/2020
	VEN000534	Delta Dental	APP072509	6/25/2020	101021119	CUSTOMER SERV-HEALTH/	July Dental Ins	134.24	68979	6/25/2020
	VEN000163	Aul Retirement	APP072597	6/30/2020	101021125	CUSTOMER SERV-401A MA	June Match	2,495.22	500000565	6/30/2020
	VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101021119	CUSTOMER SERV-HEALTH/	July Life Ins	13.00	68989	7/1/2020
	VEN008075	Anthem Bank	APP072651	7/2/2020	101021119	CUSTOMER SERV-HEALTH/	July Medical Ins	4,255.82	500000576	7/2/2020
	VEN006362	Anthem EAP	APP072732	6/26/2020	101021119	CUSTOMER SERV-HEALTH/	3rd Quart EAP	23.70		
	VEN001537	Payroll	APP072822	7/7/2020	101021111	CUSTOMER SERV-SALARY	July 9th payroll	8,262.25	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101021120	CUSTOMER SERV- FICA/ME	July 9th payroll	487.78	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101021120	CUSTOMER SERV- FICA/ME	July 9th payroll	114.12	500000575	7/7/2020
	VEN001537	Payroll	APP072822	7/7/2020	101021121	CUSTOMER SERV- PERF	July 9th payroll	1,173.23	500000575	7/7/2020
	VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101021122	CUSTOMER SERV-WORKER	2nd inst and 2019 audit	100.82		
	Subtotal for Customer Service							27,141.70		
	Human Resources									
	VEN001537	Payroll	APP072454	6/24/2020	101022111	HR -SALARY	sal	4,373.40	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101022120	HR-FICA/MEDICARE	fica	258.93	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101022120	HR-FICA/MEDICARE	med	60.56	500000564	6/24/2020
	VEN001537	Payroll	APP072454	6/24/2020	101022121	HR PERF	perf	621.02	500000564	6/24/2020
	VEN000513	DavisVision	APP072495	6/25/2020	101022119	HR-HEALTH/DENTAL	July Vision Ins	25.74	68978	6/25/2020
	VEN000534	Delta Dental	APP072509	6/25/2020	101022119	HR-HEALTH/DENTAL	July Dental Ins	56.35	68979	6/25/2020
	VEN000163	Aul Retirement	APP072597	6/30/2020	101022125	HR-401A MATCHING	June Match	2,058.77	500000565	6/30/2020
	VEN004479	Symetra Life Insurance	APP072608	7/1/2020	101022119	HR-HEALTH/DENTAL	July Life Ins	6.50	68989	7/1/2020
	VEN008075	Anthem Bank	APP072651	7/2/2020	101022119	HR-HEALTH/DENTAL	July Medical Ins	2,212.55	500000576	7/2/2020
	VEN006362	Anthem EAP	APP072732	6/26/2020	101022119	HR-HEALTH/DENTAL	3rd Quart EAP	9.48		
	VEN001537	Payroll	APP072822	7/7/2020	101022111	HR -SALARY	July 9th payroll	4,453.40	500000575	7/7/2020

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Fund No.	Fund Name									
101	General									
	Human Resources									
VEN001537	Payroll	APP072822	7/7/2020	101022120	HR-FICA/MEDICARE	July 9th payroll	263.89	500000575	7/7/2020	
VEN001537	Payroll	APP072822	7/7/2020	101022120	HR-FICA/MEDICARE	July 9th payroll	61.71	500000575	7/7/2020	
VEN001537	Payroll	APP072822	7/7/2020	101022121	HR PERF	July 9th payroll	632.38	500000575	7/7/2020	
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	101022122	HR- WORKERS COMP	2nd inst and 2019 audit	90.41			
	Subtotal for Human Resources							15,185.09		
Subtotal for Fund 101 General							1,332,027.23			
Fund No.	Fund Name									
111	Food and Beverage Tax									
	Grand Park									
VEN003987	Indiana Reclamation and Excavating	APP072739	6/30/2020	111015233	FOOD/BEV GP-ASPHALT	Colts City Lot	9,894.00			
	Subtotal for Grand Park							9,894.00		
Subtotal for Fund 111 Food and Beverage Tax							9,894.00			
Fund No.	Fund Name									
201	Motor Vehicle Highway (MVH)									
	Public Works									
VEN005581	Newton Oil Company	APP072419	6/23/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded	5,871.41	68977	6/23/2020	
VEN001537	Payroll	APP072454	6/24/2020	201013111	MVH-SALARY	sal	7,833.74	500000564	6/24/2020	
VEN001537	Payroll	APP072454	6/24/2020	201013120	MVH-FICA/MEDICARE	fica	460.71	500000564	6/24/2020	
VEN001537	Payroll	APP072454	6/24/2020	201013120	MVH-FICA/MEDICARE	med	107.75	500000564	6/24/2020	
VEN001537	Payroll	APP072454	6/24/2020	201013121	MVH-PERF	perf	1,112.39	500000564	6/24/2020	
VEN001044	Irving Materials	APP072458	6/24/2020	201013231	MVH-SUBGRADE MATERIAL	Riprap	303.13			
VEN000975	Indiana Oxygen Company	APP072473	6/24/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Mixed gases	56.02			
VEN001304	Martin Marietta Materials	APP072474	6/24/2020	201013232	MVH-STONE	Stone	1,036.90			
VEN000513	DavisVision	APP072495	6/25/2020	201013119	MVH-HEALTH/DENTAL	July Vision Ins	25.74	68978	6/25/2020	
VEN000534	Delta Dental	APP072509	6/25/2020	201013119	MVH-HEALTH/DENTAL	July Dental Ins	107.59	68979	6/25/2020	
VEN004479	Symetra Life Insurance	APP072608	7/1/2020	201013119	MVH-HEALTH/DENTAL	July Life Ins	9.75	68989	7/1/2020	
VEN008075	Anthem Bank	APP072651	7/2/2020	201013119	MVH-HEALTH/DENTAL	July Medical Ins	3,279.62	500000576	7/2/2020	
VEN001384	Milestone Contractors LP	APP072701	7/6/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	488.19			
VEN001384	Milestone Contractors LP	APP072702	7/1/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	1,420.22			
VEN000051	Advanced Turf Solutions	APP072709	6/25/2020	201013231	MVH-SUBGRADE MATERIAL	Rock Salt	1,906.95			

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Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
Public Works									
VEN005581	Newton Oil Company	APP072791	7/6/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	6,069.90		
VEN001537	Payroll	APP072822	7/7/2020	201013111	MVH-SALARY	July 9th payroll	7,833.74	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	201013120	MVH-FICA/MEDICARE	July 9th payroll	460.71	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	201013120	MVH-FICA/MEDICARE	July 9th payroll	107.74	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	201013121	MVH-PERF	July 9th payroll	1,112.39	500000575	7/7/2020
VEN002104	Westfield Fire Dept	APP072882	6/30/2020	201013360	MVH-VEHICLE REPAIR	Oil change	22.95		
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	201013122	MVH-WORKERS COMP	2nd inst	2,500.00		
Subtotal for Public Works							42,127.54		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							42,127.54		
Fund No. Fund Name									
202	Local Road and Street (LRS)								
Public Works									
VEN001778	Shelby Materials	APP072462	6/24/2020	202013432	LRS-SIDEWALK	Concrete	928.00		
VEN001716	Runyon Equipment Rental	APP072469	6/24/2020	202013432	LRS-SIDEWALK	Stump Cutter	245.00		
VEN008452	Indianapolis Metropolitan Planning Org	APP072485	6/24/2020	202013350	LRS-SUBS/DUES/MEMBERS	2021 MPO Local Match Dues	15,398.45		
VEN000921	Huston Electric	APP072704	6/24/2020	202013349	LRS-SERVICES	Install new service 151st and	6,135.34		
VEN000921	Huston Electric	APP072704	6/24/2020	202013349	LRS-SERVICES	Stop light repair	270.00		
VEN000921	Huston Electric	APP072704	6/24/2020	202013349	LRS-SERVICES	E GHP	463.33		
Subtotal for Public Works							23,440.12		
Subtotal for Fund 202 Local Road and Street (LRS)							23,440.12		
Fund No. Fund Name									
203	Fire Operating								
Fire									
VEN005581	Newton Oil Company	APP072419	6/23/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded	1,066.69	68977	6/23/2020
VEN001537	Payroll	APP072454	6/24/2020	203012111	FIRE-SALARY	sal	218,730.03	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	203012111	FIRE-SALARY	fire ltd	2,642.13	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	203012120	FIRE-FICA AND MEDICARE	fica	12,956.11	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	203012120	FIRE-FICA AND MEDICARE	med	3,030.11	500000564	6/24/2020
VEN001537	Payroll	APP072454	6/24/2020	203012121	FIRE-PERF	perf	35,528.39	500000564	6/24/2020
VEN006548	MAGI Services LLC	APP072460	6/24/2020	203012349	FIRE-SERVICES	AED Preventative Maintenanc	800.00		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN000266	Bound Tree Medical	APP072465	6/24/2020	203012224	FIRE-OPERATING SUPPLIES	supplies	808.53		
VEN000065	Airgas Mid America	APP072466	6/24/2020	203012224	FIRE-OPERATING SUPPLIES	Oxygen	6.92		
VEN006285	Ceres Solutions Cooperative	APP072468	6/24/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	590.50		
VEN001942	The Uniform House	APP072476	6/24/2020	203012229	FIRE-UNIFORMS	pants, sewing, hemming unifo	3,992.79		
VEN000483	Cummins Crosspoint LLC	APP072477	6/24/2020	203012360	FIRE-VEHICLE MAINT	Ladder 81	616.55		
VEN007352	Gear Wash LLC	APP072478	6/24/2020	203012229	FIRE-UNIFORMS	uniform repair	83.46		
VEN000513	DavisVision	APP072495	6/25/2020	203012119	FIRE-HEALTH/DENTAL	July Vision Ins	828.79	68978	6/25/2020
VEN006388	Everbridge Inc	APP072500	6/25/2020	203012349	FIRE-SERVICES	Nixle service contract	4,600.00		
VEN006548	MAGI Services LLC	APP072501	6/25/2020	203012343	FIRE-BUILDING MAINTENAN	AED Preventive Maint	800.00		
VEN006285	Ceres Solutions Cooperative	APP072504	6/25/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	864.58		
VEN000266	Bound Tree Medical	APP072505	6/25/2020	203012224	FIRE-OPERATING SUPPLIES	heartstart smart pads	141.92		
VEN000534	Delta Dental	APP072509	6/25/2020	203012119	FIRE-HEALTH/DENTAL	July Dental Ins	4,124.86	68979	6/25/2020
VEN008029	Liberty Mutual Insurance	APP072556	6/29/2020	203012339	FIRE-INSURANCE	Installment 7	4,334.46	68981	6/29/2020
VEN005403	BrightView Landscapes LLC	APP072565	6/29/2020	203012343	FIRE-BUILDING MAINTENAN	Fertilization Sta 82	126.63		
VEN005403	BrightView Landscapes LLC	APP072565	6/29/2020	203012343	FIRE-BUILDING MAINTENAN	Fertilization PSB	238.19		
VEN008457	LeGear Engineering	APP072566	6/29/2020	203012334	FIRE-TRAVEL/TRAINING/SE	Training - Hydrants	4,762.00		
VEN002028	UPS	APP072567	6/29/2020	203012333	FIRE-POSTAGE	shipping	9.65		
VEN008455	Frontline Medical Equipment Serv	APP072568	6/29/2020	203012349	FIRE-SERVICES	Preventative Maint. on cots	2,237.03		
VEN000163	Aul Retirement	APP072597	6/30/2020	203012125	FIRE-401A MATCHING	June Match	291.05	500000565	6/30/2020
VEN004479	Symetra Life Insurance	APP072608	7/1/2020	203012119	FIRE-HEALTH/DENTAL	July Life Ins	240.50	68989	7/1/2020
VEN002336	Citizens Westfield	APP072615	7/1/2020	203012342	FIRE-WATER/SEWER	Sta 82	252.49	68986	7/1/2020
VEN008075	Anthem Bank	APP072651	7/2/2020	203012119	FIRE-HEALTH/DENTAL	July Medical Ins	73,267.48	500000576	7/2/2020
VEN006362	Anthem EAP	APP072732	6/26/2020	203012119	FIRE-HEALTH/DENTAL	3rd Quart EAP	331.80		
VEN000065	Airgas Mid America	APP072769	7/6/2020	203012224	FIRE-OPERATING SUPPLIES	oxygen	41.52		
VEN000266	Bound Tree Medical	APP072773	7/6/2020	203012224	FIRE-OPERATING SUPPLIES	magnesium sulfate	282.99		
VEN000266	Bound Tree Medical	APP072774	7/6/2020	203012224	FIRE-OPERATING SUPPLIES	gloves	670.68		
VEN000266	Bound Tree Medical	APP072775	7/6/2020	203012224	FIRE-OPERATING SUPPLIES	Gloves	427.60		
VEN000266	Bound Tree Medical	APP072776	7/6/2020	203012224	FIRE-OPERATING SUPPLIES	supplies	2,280.41		
VEN000266	Bound Tree Medical	APP072777	7/6/2020	203012224	FIRE-OPERATING SUPPLIES	EPI	78.78		
VEN000266	Bound Tree Medical	APP072778	7/6/2020	203012224	FIRE-OPERATING SUPPLIES	supplies	261.08		
VEN006285	Ceres Solutions Cooperative	APP072780	7/6/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	751.27		
VEN002336	Citizens Westfield	APP072781	7/6/2020	203012342	FIRE-WATER/SEWER	fire- 60 percent	410.24		

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Fund No. Fund Name									
203	Fire Operating								
Fire									
VEN000569	Don Hinds Ford Inc	APP072784	7/6/2020	203012360	FIRE-VEHICLE MAINT		42.47		
VEN000633	Embroidery Plus	APP072785	7/6/2020	203012229	FIRE-UNIFORMS	fleet services shirts	45.50		
VEN005581	Newton Oil Company	APP072791	7/6/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,099.92		
VEN002326	OREILLY AUTO	APP072792	7/6/2020	203012360	FIRE-VEHICLE MAINT	supplies	231.78		
VEN005584	The Accumed Group	APP072795	7/6/2020	203012349	FIRE-SERVICES	Billing Services Fee	2,573.57		
VEN001537	Payroll	APP072822	7/7/2020	203012111	FIRE-SALARY	July 9th payroll	224,976.41	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	203012120	FIRE-FICA AND MEDICARE	July 9th payroll	13,337.18	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	203012120	FIRE-FICA AND MEDICARE	July 9th payroll	3,119.16	500000575	7/7/2020
VEN001537	Payroll	APP072822	7/7/2020	203012121	FIRE-PERF	July 9th payroll	35,116.59	500000575	7/7/2020
VEN005845	Kinetrex Energy	APP072896	6/24/2020	203012328	FIRE-GAS/HEAT	Heat	176.45		
VEN005845	Kinetrex Energy	APP072896	6/24/2020	203012328	FIRE-GAS/HEAT	Heat	42.65		
VEN005845	Kinetrex Energy	APP072896	6/24/2020	203012328	FIRE-GAS/HEAT	Heat	29.36		
VEN005662	Rocchio Kiley Ins	APP072897	7/7/2020	203012122	FIRE-WORKERS' COMP	2nd inst and 2019 audit	25,658.00		
Subtotal for Fire							689,957.25		
Subtotal for Fund 203 Fire Operating							689,957.25		
Fund No. Fund Name									
204	Park Impact								
Public Works									
VEN002019	United Consulting	APP072459	6/24/2020	204013474	PW-PARK IMPACT CONSTR	Monon 5 - CE 100% Supplem	23,101.56		
VEN002067	VS Engineering	APP072472	6/24/2020	204013474	PW-PARK IMPACT CONSTR	Westfield Connector Trails	5,010.00		
VEN001364	Midwest Paving LLC	APP072486	6/24/2020	204013474	PW-PARK IMPACT CONSTR	Midland Trace Trail - Paving o	28,731.10		
VEN005929	WSP USA Inc	APP072541	6/25/2020	204013474	PW-PARK IMPACT CONSTR	Task Order 21 - RW Acquisiti	1,200.00		
VEN005929	WSP USA Inc	APP072707	6/25/2020	204013474	PW-PARK IMPACT CONSTR	Task Order 21 - RW Acquisiti	5,460.00		
Subtotal for Public Works							63,502.66		
Subtotal for Fund 204 Park Impact							63,502.66		

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Fund No. Fund Name									
206 Parks Programming/Events									
Parks									
VEN006804	Creating Brand Legacy Worldwide	APP072783	6/23/2020	206005347	PARKS PROGRAM-PROMOT	Grand Run Virtual Medal	559.00		
Subtotal for Parks							559.00		
Subtotal for Fund 206 Parks Programming/Events							559.00		
Fund No. Fund Name									
239 Law Enforcement									
Police									
VEN001052	Indiana University	APP072549	6/29/2020	239002334	LAW ENFORCE-TRAVEL/TR	Tuition - Hollowell	1,109.76		
VEN001225	Law Enforcement Training Board	APP072550	6/29/2020	239002334	LAW ENFORCE-TRAVEL/TR	Basic Course Fees - Terry	545.00		
VEN001225	Law Enforcement Training Board	APP072789	7/6/2020	239002334	LAW ENFORCE-TRAVEL/TR	Instructor Recertification - Gri	50.00		
Subtotal for Police							1,704.76		
Subtotal for Fund 239 Law Enforcement							1,704.76		
Fund No. Fund Name									
264 Road and Street Improvement (Road Impact)									
Public Works									
VEN000103	American Structurepoint Inc	APP072455	6/24/2020	264013349	ROAD IMPACT-SERVICES	East Street North Ext - PE and	1,470.00		
VEN002019	United Consulting	APP072456	6/24/2020	264013349	ROAD IMPACT-SERVICES	Kinsey Ave Culvert - CE Servi	1,763.25		
VEN005929	WSP USA Inc	APP072457	6/24/2020	264013400	ROAD IMPACT-LAND PURC	169th & Spring Mill Roundabo	4,535.00		
VEN002173	Zinkan and Barker	APP072705	6/26/2020	264013349	ROAD IMPACT-SERVICES	Road Impact Fee	79,236.96		
VEN002173	Zinkan and Barker	APP072706	6/26/2020	264013349	ROAD IMPACT-SERVICES	SM Commons Rd Road Impa	57,737.50		
VEN008453	The Roman Catholic Diocese	APP072730	7/6/2020	264013400	ROAD IMPACT-LAND PURC	169th & Spring Mill Roundabo	7,765.00		
VEN000010	A and F Engineering	APP072816	7/7/2020	264013349	ROAD IMPACT-SERVICES	Professional Services for 169t	10,223.21		
VEN000103	American Structurepoint Inc	APP072817	7/7/2020	264013349	ROAD IMPACT-SERVICES	SR 32 Reconstruction Prelimi	7,580.00		
VEN007292	GAI Consultants	APP072818	7/7/2020	264013349	ROAD IMPACT-SERVICES	GAI 2020 On-Call	1,935.00		
Subtotal for Public Works							172,245.92		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							172,245.92		
Fund No. Fund Name									
269 Training Facility Center									
Public Safety (Police and Fire)									
VEN001504	Paddacks Wrecker Service	APP072467	6/24/2020	269014472	TRAINING FAC-EQUIPMENT	2 concrete pump trucks	1,575.00		
VEN000905	Hoosier Portable Restroom	APP072503	6/25/2020	269014349	TRAINING FAC-SERVICES	Unit Serviced	88.00		

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Fund No. Fund Name									
269 Training Facility Center									
Public Safety (Police and Fire)									
VEN000405	Citizens Energy Group	APP072601	6/30/2020	269014342	TRAINING FAC-WATER/SE	Training Facility Water	31.55	68983	6/30/2020
VEN005845	Kinetrex Energy	APP072896	6/24/2020	269014328	TRAINING FAC-HEAT/GAS	Heat	9.25		
Subtotal for Public Safety (Police and Fire)							1,703.80		
Subtotal for Fund 269 Training Facility Center							1,703.80		
Fund No. Fund Name									
305 Grand Junction TIF									
RDC									
VEN001469	O W Krohn and Associates	APP072891	6/24/2020	305018349	GRAND JUNCTION TIF-SER	May Services	6,575.00		
Subtotal for RDC							6,575.00		
Subtotal for Fund 305 Grand Junction TIF							6,575.00		
Fund No. Fund Name									
309 Eagletown TIF									
RDC									
VEN001469	O W Krohn and Associates	APP072891	6/24/2020	309018349	EAGLETOWN TIF SERVICES	May Services	510.00		
Subtotal for RDC							510.00		
Subtotal for Fund 309 Eagletown TIF							510.00		
Fund No. Fund Name									
343 Go Bond5 2016 Db Serv									
Police									
VEN007818	Regions Equipment Finance	APP072605	7/1/2020	343002380	GO BOND 2016 PD DEBT PR	Bond Series 2016	95,454.98		
VEN007818	Regions Equipment Finance	APP072605	7/1/2020	343002381	GO BOND 2016 PD DEBT IN	Bond Series 2016	3,075.00		
VEN007818	Regions Equipment Finance	APP072640	6/23/2020	343002380	GO BOND 2016 PD DEBT PR	Bond Series 2016	95,454.98	500000574	6/30/2020
VEN007818	Regions Equipment Finance	APP072640	6/23/2020	343002381	GO BOND 2016 PD DEBT IN	Bond Series 2016	3,075.00	500000574	6/30/2020
Subtotal for Police							197,059.96		
Fire									
VEN007818	Regions Equipment Finance	APP072605	7/1/2020	343012380	GO BOND 2016 FD DEBT PR	Bond Series 2016	80,420.00		
VEN007818	Regions Equipment Finance	APP072605	7/1/2020	343012381	GO BOND 2016 FD DEBT IN	Bond Series 2016	2,590.00		
VEN007818	Regions Equipment Finance	APP072640	6/23/2020	343012380	GO BOND 2016 FD DEBT PR	Bond Series 2016	80,420.00	500000574	6/30/2020
VEN007818	Regions Equipment Finance	APP072640	6/23/2020	343012381	GO BOND 2016 FD DEBT IN	Bond Series 2016	2,590.00	500000574	6/30/2020
Subtotal for Fire							166,020.00		

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Fund No. Fund Name									
343	Go Bond5 2016 Db Serv								
Public Works									
VEN007818	Regions Equipment Finance	APP072605	7/1/2020	343013380	GO BOND 2016 PW DEBT P	Bond Series 2016	54,125.00		
VEN007818	Regions Equipment Finance	APP072605	7/1/2020	343013381	GO BOND 2016 PW DEBT IN		1,741.00		
VEN007818	Regions Equipment Finance	APP072640	6/23/2020	343013380	GO BOND 2016 PW DEBT P	Bond Series 2016	54,125.00	500000574	6/30/2020
VEN007818	Regions Equipment Finance	APP072640	6/23/2020	343013381	GO BOND 2016 PW DEBT IN	Bond Series 2016	1,741.00	500000574	6/30/2020
Subtotal for Public Works							111,732.00		
Subtotal for Fund 343 Go Bond5 2016 Db Serv							474,811.96		
Fund No. Fund Name									
346	Go Bond 2018								
Public Works									
VEN008442	Jessica M Potts	APP072432	6/23/2020	346013474	GO BOND 2018 PW CONST	Parcel 3 rental assist	7,550.10	68975	6/23/2020
VEN008442	Jessica M Potts	APP072433	6/23/2020	346013474	GO BOND 2018 PW CONST	Parcel 3 Residential Schedule	5,200.00	68976	6/23/2020
VEN008450	Birdie Investment Group	APP072520	6/25/2020	346013474	GO BOND 2018 PW CONST	Parcel 3 Rental Assist	21,600.00	68990	7/6/2020
Subtotal for Public Works							34,350.10		
Subtotal for Fund 346 Go Bond 2018							34,350.10		
Fund No. Fund Name									
348	GO Bond 2019								
Police									
VEN000094	American Eagle Equipment	APP072543	6/29/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Build Labor	1,500.00		
VEN000094	American Eagle Equipment	APP072543	6/29/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Build Labor	1,500.00		
VEN000166	Auto Outfitters	APP072544	6/29/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Equipment	1,767.81		
VEN002035	US Uniform and Supply	APP072553	6/29/2020	348002472	GO BOND 2019 PD EQUIP	Active Shooter Kits	51,408.00		
VEN000166	Auto Outfitters	APP072770	7/6/2020	348002472	GO BOND 2019 PD EQUIP	New Vehicle Equipment	1,956.36		
VEN004465	Precision Arms of Indiana	APP072793	7/6/2020	348002472	GO BOND 2019 PD EQUIP	MP7A1 Submachine Guns an	20,699.44		
Subtotal for Police							78,831.61		
Fire									
VEN001341	MES-Indiana	APP072479	6/24/2020	348012472	GO BOND 2019 FD EQUIP	H41 Interceptor Hood with Pre	7,459.07		
Subtotal for Fire							7,459.07		
Public Works									
VEN007930	Ronald E Chance Family Trust	APP072728	7/6/2020	348013474	GO BOND 2019 PW CONST	196th & Grassy Branch Wide	12,250.00		

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Fund No.	Fund Name									
348	GO Bond 2019									
	Public Works									
VEN007927	Carolyn A Chance	APP072729	7/6/2020	348013474	GO BOND 2019 PW CONST	196th & Grassy Branch Wide	12,250.00			
	Subtotal for Public Works							24,500.00		
Subtotal for Fund 348 GO Bond 2019							110,790.68			
Fund No.	Fund Name									
401	Cum. Capital Improvement									
	Fire									
VEN007924	MACLE Inc	APP072484	6/24/2020	401012349	CUM CAP IMPRO-FD SER	Sta 83	3,973.25			
	Subtotal for Fire							3,973.25		
Subtotal for Fund 401 Cum. Capital Improvement							3,973.25			
Fund No.	Fund Name									
443	Cash W/Fiscal Agent-Metro									
	RDC									
VEN000920	Huntington National Bank	APP072592	6/30/2020	443018381	CWFA-METRO 15BD INT		1,500.00	500000573	6/30/2020	
	Subtotal for RDC							1,500.00		
Subtotal for Fund 443 Cash W/Fiscal Agent-Metro							1,500.00			
Fund No.	Fund Name									
583	CDBG Sidewalk Projects Grant									
	Public Works									
VEN008456	JND Construction Inc	APP072733	7/6/2020	583013349	CDBG SIDEWALK PROJECT	Sun Park Dr Sidewalk Constr	101,406.80			
	Subtotal for Public Works							101,406.80		
Subtotal for Fund 583 CDBG Sidewalk Projects Grant							101,406.80			
Fund No.	Fund Name									
640	Sports Campus Operating									
	Grand Park									
VEN001537	Payroll	APP072453	6/24/2020	640015111	SPORTS CAMPUS-SALARY	sal	14,508.81	100000125	6/24/2020	
VEN001537	Payroll	APP072453	6/24/2020	640015120	SPORTS CAMPUS-FICA/ME	fica	875.13	100000125	6/24/2020	
VEN001537	Payroll	APP072453	6/24/2020	640015120	SPORTS CAMPUS-FICA/ME	med	204.67	100000125	6/24/2020	

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Fund No.	Fund Name									
640	Sports Campus Operating									
	Grand Park									
	VEN001537	Payroll	APP072453	6/24/2020	640015121	SPORTS CAMPUS-PERF	perf	1,719.44	100000125	6/24/2020
	VEN000513	DavisVision	APP072492	6/25/2020	640015119	SPORTS CAMPUS-HEALTH/	July Vision Ins	48.14	3019	6/25/2020
	VEN000534	Delta Dental	APP072507	6/25/2020	640015119	SPORTS CAMPUS-HEALTH/	July Dental Ins	163.06	3020	6/25/2020
	VEN008029	Liberty Mutual Insurance	APP072555	6/29/2020	640015339	SPORTS CAMPUS-INSURAN	Installment 7	663.79	3022	6/29/2020
	VEN008029	Liberty Mutual Insurance	APP072555	6/29/2020	640015339	SPORTS CAMPUS-INSURAN	Installment 7	811.28	3022	6/29/2020
	VEN000163	Aul Retirement	APP072595	6/30/2020	640015125	SPORTS CAMPUS-401A MA	June Match	3,184.95	100000126	6/30/2020
	VEN004479	Symetra Life Insurance	APP072610	7/1/2020	640015119	SPORTS CAMPUS-HEALTH/	July Life Ins	19.50	3023	7/1/2020
	VEN008075	Anthem Bank	APP072652	7/2/2020	640015119	SPORTS CAMPUS-HEALTH/	July Medical Ins	5,022.23	100000128	7/2/2020
	VEN006362	Anthem EAP	APP072731	6/26/2020	640015119	SPORTS CAMPUS-HEALTH/	3rd Quart EAP	23.70		
	VEN004873	Siteone Landscape Supply	APP072734	6/29/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation	1,577.05		
	VEN004873	Siteone Landscape Supply	APP072735	6/29/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation repair	26.51		
	VEN004873	Siteone Landscape Supply	APP072735	6/29/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation repair	940.02		
	VEN000897	Home City Ice Co	APP072737	6/29/2020	640015349	SPORTS CAMPUS-SERVICE	Ice	75.00		
	VEN008257	Ferguson Facilities Supply	APP072740	6/30/2020	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	24.24		
	VEN004873	Siteone Landscape Supply	APP072741	7/1/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation	71.54		
	VEN000051	Advanced Turf Solutions	APP072742	6/25/2020	640015345	SPORTS CAMPUS-EQUIP R	Irrigation supplies	93.98		
	VEN008454	The Alliance	APP072743	6/24/2020	640015349	SPORTS CAMPUS-SERVICE	Refund	300.00		
	VEN001277	Macallister Machinery Co	APP072745	6/24/2020	640015472	SPORTS CAMPUS-EQUIPME	Signage instal	310.00		
	VEN004873	Siteone Landscape Supply	APP072746	6/23/2020	640015224	SPORTS CAMPUS-OPERATI	Irrigation supplies	620.80		
	VEN001637	Ray's Trash Service	APP072748	7/6/2020	640015349	SPORTS CAMPUS-SERVICE	Trash	339.68		
	VEN008277	C2 Media	APP072755	6/29/2020	640015347	SPORTS CAMPUS-PROMOTI	Football Signs	110.00		
	VEN000051	Advanced Turf Solutions	APP072756	6/29/2020	640015345	SPORTS CAMPUS-EQUIP R	Irrigation material	18.54		
	VEN001537	Payroll	APP072824	7/7/2020	640015111	SPORTS CAMPUS-SALARY	July 9th payroll	15,326.31	100000127	7/7/2020
	VEN001537	Payroll	APP072824	7/7/2020	640015120	SPORTS CAMPUS-FICA/ME	July 9th payroll	925.80	100000127	7/7/2020
	VEN001537	Payroll	APP072824	7/7/2020	640015120	SPORTS CAMPUS-FICA/ME	July 9th payroll	216.51	100000127	7/7/2020
	VEN001537	Payroll	APP072824	7/7/2020	640015121	SPORTS CAMPUS-PERF	July 9th payroll	1,719.44	100000127	7/7/2020
	VEN005662	Rocchio Kiley Ins	APP072899	7/7/2020	640015122	SPORTS CAMPUS-WORKER	2nd inst	5,947.00		
	Subtotal for Grand Park							55,887.12		
	Sport Campus Indoor Event Ctr									
	VEN001537	Payroll	APP072453	6/24/2020	640023111	GP INDOOR-SALARY	sal	8,313.34	100000125	6/24/2020
	VEN001537	Payroll	APP072453	6/24/2020	640023120	GP INDOOR-FIICA/MEDICAR	fica	505.59	100000125	6/24/2020
	VEN001537	Payroll	APP072453	6/24/2020	640023120	GP INDOOR-FIICA/MEDICAR	med	118.25	100000125	6/24/2020

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Fund No. Fund Name									
640	Sports Campus Operating								
Sport Campus Indoor Event Ctr									
VEN001537	Payroll	APP072453	6/24/2020	640023121	GP INDOOR-PERF	perf	1,108.07	100000125	6/24/2020
VEN000513	DavisVision	APP072492	6/25/2020	640023119	GP INDOOR-HEALTH/DENT	July Vision Ins	24.07	3019	6/25/2020
VEN000534	Delta Dental	APP072507	6/25/2020	640023119	GP INDOOR-HEALTH/DENT	July Dental Ins	38.61	3020	6/25/2020
VEN003729	Metronet	APP072510	6/23/2020	640023224	GP INDOOR-OPERATING SU	GPEC	160.26	3021	6/25/2020
VEN008029	Liberty Mutual Insurance	APP072555	6/29/2020	640023339	GP INDOOR-INSURANCE	Installment 7	1,475.08	3022	6/29/2020
VEN000163	Aul Retirement	APP072595	6/30/2020	640023125	GP INDOOR-401A MATCHIN	June Match	3,422.87	100000126	6/30/2020
VEN004479	Symetra Life Insurance	APP072610	7/1/2020	640023119	GP INDOOR-HEALTH/DENT	July Life Ins	9.75	3023	7/1/2020
VEN008075	Anthem Bank	APP072652	7/2/2020	640023119	GP INDOOR-HEALTH/DENT	July Medical Ins	2,734.02	100000128	7/2/2020
VEN003729	Metronet	APP072700	7/6/2020	640023224	GP INDOOR-OPERATING SU	GPEC	142.65		
VEN006362	Anthem EAP	APP072731	6/26/2020	640023119	GP INDOOR-HEALTH/DENT	3rd Quart EAP	18.96		
VEN001497	OTIS Elevator Co	APP072738	6/29/2020	640023343	GP INDOOR-BLDG MAINT	Maint service for 2020 2021	2,258.40		
VEN005845	Kinetrex Energy	APP072744	6/24/2020	640023328	GP INDOOR-NATURAL GAS	GPEC	30.90		
VEN006390	Ecolab Pest	APP072747	6/23/2020	640023343	GP INDOOR-BLDG MAINT	Pest Control GPEC	223.14		
VEN001537	Payroll	APP072824	7/7/2020	640023111	GP INDOOR-SALARY	July 9th payroll	8,219.98	100000127	7/7/2020
VEN001537	Payroll	APP072824	7/7/2020	640023120	GP INDOOR-FIICA/MEDICAR	July 9th payroll	499.80	100000127	7/7/2020
VEN001537	Payroll	APP072824	7/7/2020	640023120	GP INDOOR-FIICA/MEDICAR	July 9th payroll	116.89	100000127	7/7/2020
VEN001537	Payroll	APP072824	7/7/2020	640023121	GP INDOOR-PERF	July 9th payroll	1,082.03	100000127	7/7/2020
VEN005662	Rocchio Kiley Ins	APP072899	7/7/2020	640023122	GP INDOOR-WORKERS CO	2nd inst	2,263.88		
Subtotal for Sport Campus Indoor Event Ctr							32,766.54		
Subtotal for Fund 640 Sports Campus Operating							88,653.66		
Fund No. Fund Name									
651	Infrastructure Improv								
Public Works									
VEN002019	United Consulting	APP072487	6/24/2020	651013474	INFRASTRUCTURE IMPRO	Replaces PO 002361.	1,540.97		
VEN002019	United Consulting	APP072487	6/24/2020	651013474	INFRASTRUCTURE IMPRO	Correction for math error	35.28		
Subtotal for Public Works							1,576.25		
Subtotal for Fund 651 Infrastructure Improv							1,576.25		

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Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN007701	DiMartino Associates	APP072420	6/23/2020	701008930	PAYROLL-INS. DED	Fire Disability	2,534.39	17428	6/23/2020
VEN001864	Supporting Heroes	APP072421	6/23/2020	701008991	PAYROLL-MISC	Supporting Heroes	97.78	17432	6/23/2020
VEN001550	PERF	APP072423	6/23/2020	701008133	PAYROLL-PERF	Civilian PERF	44,236.73	700000859	6/24/2020
VEN000008	77 Police and Fire Fund	APP072424	6/23/2020	701008133	PAYROLL-PERF	Non Civilian PERF	64,290.89	700000854	6/24/2020
VEN000959	Indiana Dept Of Revenue	APP072425	6/23/2020	701008923	PAYROLL-STATE WITHHOL	State	19,661.97	700000857	6/24/2020
VEN000959	Indiana Dept Of Revenue	APP072425	6/23/2020	701008923	PAYROLL-STATE WITHHOL	COIT	7,697.06	700000857	6/24/2020
VEN000920	Huntington National Bank	APP072426	6/23/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	39,365.34	700000855	6/24/2020
VEN000920	Huntington National Bank	APP072426	6/23/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	9,206.41	700000855	6/24/2020
VEN000920	Huntington National Bank	APP072426	6/23/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	63,414.77	700000855	6/24/2020
VEN000920	Huntington National Bank	APP072426	6/23/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	39,365.45	700000855	6/24/2020
VEN000920	Huntington National Bank	APP072426	6/23/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	9,206.46	700000855	6/24/2020
VEN000948	IN Family and Social Services	APP072427	6/23/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,450.24	700000856	6/24/2020
VEN001390	MISDU	APP072428	6/23/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17430	6/23/2020
VEN000703	Fire Fighters Credit Union	APP072429	6/23/2020	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,552.27	17429	6/23/2020
VEN000703	Fire Fighters Credit Union	APP072430	6/23/2020	701008141	PAYROLL-UNION DUES	Union Dues WFD	74.00	17429	6/23/2020
VEN004836	Nationwide Retirement Solutions	APP072431	6/23/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	3,280.13	17431	6/23/2020
VEN000163	Aul Retirement	APP072440	6/23/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	27,455.04		
VEN001537	Payroll	APP072451	6/24/2020	701008110	PAYROLL-NET SALARIES	net sal	459,491.24	700000858	6/24/2020
VEN005722	Aflac Premium Holding	APP072491	6/25/2020	701008930	PAYROLL-INS. DED	July Ins	2,904.74	17433	6/25/2020
VEN000513	DavisVision	APP072494	6/25/2020	701008930	PAYROLL-INS. DED	July Vision Ins	55.41	17434	6/25/2020
VEN000163	Aul Retirement	APP072496	6/23/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	26,551.56	700000860	6/25/2020
VEN000534	Delta Dental	APP072506	6/25/2020	701008930	PAYROLL-INS. DED	July Dental Ins	5,862.16	17435	6/25/2020
VEN000008	77 Police and Fire Fund	APP072606	6/30/2020	701008133	PAYROLL-PERF	Non Civilian PERF	66,839.77	700000861	6/30/2020
VEN001550	PERF	APP072607	7/1/2020	701008133	PAYROLL-PERF	Civilian PERF	45,573.03		
VEN004479	Symetra Life Insurance	APP072611	7/1/2020	701008930	PAYROLL-INS. DED	July Life Ins	1,128.91	17436	7/1/2020
VEN001550	PERF	APP072641	6/25/2020	701008133	PAYROLL-PERF	Civilian PERF	45,573.03	700000862	6/30/2020
VEN008075	Anthem Bank	APP072654	7/2/2020	701008930	PAYROLL-INS. DED	July Medical Ins	13,989.60	700000864	7/2/2020
VEN000920	Huntington National Bank	APP072826	7/7/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	36,642.23	700000863	7/7/2020
VEN000920	Huntington National Bank	APP072826	7/7/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	8,569.55	700000863	7/7/2020
VEN000920	Huntington National Bank	APP072826	7/7/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	58,613.86	700000863	7/7/2020
VEN000920	Huntington National Bank	APP072826	7/7/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	36,642.16	700000863	7/7/2020
VEN000920	Huntington National Bank	APP072826	7/7/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,569.45	700000863	7/7/2020

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Fund No.	Fund Name								
701	Payroll								
	Clerk Treasurer								
VEN000959	Indiana Dept Of Revenue	APP072827	7/7/2020	701008923	PAYROLL-STATE WITHHOL	State	17,746.55	700000865	7/7/2020
VEN000959	Indiana Dept Of Revenue	APP072827	7/7/2020	701008923	PAYROLL-STATE WITHHOL	COIT	7,256.01	700000865	7/7/2020
Subtotal for Clerk Treasurer							1,176,341.64		
Subtotal for Fund 701 Payroll							1,176,341.64		
Fund No.	Fund Name								
805	Anthem Bank								
	Clerk Treasurer								
VEN008076	Anthem Group Health Plan	APP072422	6/23/2020	805008119	ANTHEM BANK GROUP HEA	Coverage period June 11 thru	59,474.42	800000128	6/23/2020
VEN008076	Anthem Group Health Plan	APP072593	6/30/2020	805008119	ANTHEM BANK GROUP HEA	Coverage Period June 18 thru	24,320.54	800000129	6/30/2020
VEN008076	Anthem Group Health Plan	APP072825	7/7/2020	805008119	ANTHEM BANK GROUP HEA	Coverage Period June 25 thru	23,269.56	800000130	7/7/2020
Subtotal for Clerk Treasurer							107,064.52		
Subtotal for Fund 805 Anthem Bank							107,064.52		
Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
VEN001537	Payroll	APP072452	6/24/2020	900016111	STORM-SALARY	sal	23,454.28	900000208	6/24/2020
VEN001537	Payroll	APP072452	6/24/2020	900016120	STORM-FICA/MEDICARE	fica	1,397.12	900000208	6/24/2020
VEN001537	Payroll	APP072452	6/24/2020	900016120	STORM-FICA/MEDICARE	med	326.76	900000208	6/24/2020
VEN001537	Payroll	APP072452	6/24/2020	900016121	STORM-PERF	perf	2,901.41	900000208	6/24/2020
VEN002424	IUPPS	APP072471	6/24/2020	900016309	STORM-CONSULTING FEES	May tickets	1,494.35		
VEN000513	DavisVision	APP072493	6/25/2020	900016119	STORM-HEALTH/DENTAL	July Vision Ins	108.56	39890	6/25/2020
VEN000534	Delta Dental	APP072508	6/25/2020	900016119	STORM-HEALTH/DENTAL	July Dental Ins	372.42	39891	6/25/2020
VEN000412	City of Westfield Utility	APP072561	6/29/2020	900016342	STORM-WATER AND SEWE	Storm	3,208.60	39892	6/29/2020
VEN000412	City of Westfield Utility	APP072562	6/29/2020	900016342	STORM-WATER AND SEWE	Storm GP	1,362.95	39893	6/29/2020
VEN000412	City of Westfield Utility	APP072564	6/29/2020	900016342	STORM-WATER AND SEWE	Storm PW	3,752.72	39894	6/29/2020
VEN000163	Aul Retirement	APP072596	6/30/2020	900016125	STORM-401A MATCHING	June Match	6,876.20	900000209	6/30/2020
VEN004479	Symetra Life Insurance	APP072609	7/1/2020	900016119	STORM-HEALTH/DENTAL	July Life Ins	29.25	39895	7/1/2020
VEN008075	Anthem Bank	APP072653	7/2/2020	900016119	STORM-HEALTH/DENTAL	July Med Ins	8,012.29	900000211	7/2/2020
VEN003987	Indiana Reclamation and Excavating	APP072752	6/29/2020	900016433	STORM-INFRASTRUCTURE	Hymera Green	2,615.85		
VEN003987	Indiana Reclamation and Excavating	APP072753	6/29/2020	900016433	STORM-INFRASTRUCTURE	Bridgeport Dr	1,512.00		

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Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN003987	Indiana Reclamation and Excavating	APP072754	6/29/2020	900016433	STORM-INFRASTRUCTURE	Deerwood Dr	4,364.25		
VEN003987	Indiana Reclamation and Excavating	APP072754	6/29/2020	900016433	STORM-INFRASTRUCTURE	Andover and Goldwater Rd	3,469.00		
VEN008486	Matthew Scott	APP072757	7/1/2020	900016370	STORMWATER-REFUND	Overpayment	18.31		
VEN005581	Newton Oil Company	APP072758	7/6/2020	900016226	STORM-VEHICLE GAS	Unleaded	500.00		
VEN000159	Cardno Inc	APP072815	7/7/2020	900016349	STORM-SERVICE	DNR Non-Compliance Supple	774.00		
VEN001537	Payroll	APP072823	7/7/2020	900016111	STORM-SALARY	July 9th payroll	22,147.80	900000210	7/7/2020
VEN001537	Payroll	APP072823	7/7/2020	900016120	STORM-FICA/MEDICARE	July 9th payroll	1,316.12	900000210	7/7/2020
VEN001537	Payroll	APP072823	7/7/2020	900016120	STORM-FICA/MEDICARE	July 9th payroll	307.79	900000210	7/7/2020
VEN001537	Payroll	APP072823	7/7/2020	900016121	STORM-PERF	July 9th payroll	2,715.88	900000210	7/7/2020
VEN008459	Edward Horst	APP072828	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008460	Lee Hull	APP072829	7/1/2020	900016370	STORMWATER-REFUND		6.45		
VEN008461	Veronica Ramos	APP072830	7/1/2020	900016370	STORMWATER-REFUND		4.39		
VEN008462	Jane Donlan	APP072831	7/1/2020	900016370	STORMWATER-REFUND		7.54		
VEN008463	Chris Christea	APP072832	7/1/2020	900016370	STORMWATER-REFUND		4.11		
VEN008464	Stephen Rocha	APP072833	7/1/2020	900016370	STORMWATER-REFUND		5.76		
VEN008465	Abigail Carter	APP072834	7/1/2020	900016370	STORMWATER-REFUND		5.35		
VEN008466	Wesley Matthias	APP072835	7/1/2020	900016370	STORMWATER-REFUND		5.76		
VEN008467	Josh Meyer	APP072836	7/1/2020	900016370	STORMWATER-REFUND		5.35		
VEN008468	Tamara Justus-Dallman	APP072837	7/1/2020	900016370	STORMWATER-REFUND		7.41		
VEN008469	Michael and Kim Dodson	APP072838	7/1/2020	900016370	STORMWATER-REFUND		4.25		
VEN008469	Michael and Kim Dodson	APP072838	7/1/2020	900016370	STORMWATER-REFUND	Overpayment	5.45		
VEN008470	Madison McCall	APP072839	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008471	David Collar	APP072840	7/1/2020	900016370	STORMWATER-REFUND		4.53		
VEN004225	Kline Properties	APP072841	7/1/2020	900016370	STORMWATER-REFUND		5.49		
VEN008472	Lance and Sarah Dardeen	APP072842	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008473	Amanda Knight	APP072843	7/1/2020	900016370	STORMWATER-REFUND		4.39		
VEN008474	Sean Stoller	APP072844	7/1/2020	900016370	STORMWATER-REFUND		4.53		
VEN008475	Danyelle Harpel	APP072845	7/1/2020	900016370	STORMWATER-REFUND		6.72		
VEN008476	Mary Harris	APP072846	7/1/2020	900016370	STORMWATER-REFUND		4.53		
VEN008477	Michael Arbour	APP072847	7/1/2020	900016370	STORMWATER-REFUND		5.35		
VEN008478	Lori Yando	APP072848	7/1/2020	900016370	STORMWATER-REFUND		7.41		
VEN008479	Jordan Kain	APP072849	7/1/2020	900016370	STORMWATER-REFUND		16.05		

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Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN008480	Ryan Dirks	APP072850	7/1/2020	900016370	STORMWATER-REFUND		7.82		
VEN008481	John Reno	APP072851	7/1/2020	900016370	STORMWATER-REFUND		4.39		
VEN008482	Mike and Amy Ash	APP072852	7/1/2020	900016370	STORMWATER-REFUND		6.45		
VEN008483	Alan Szymialis	APP072853	7/1/2020	900016370	STORMWATER-REFUND		4.53		
VEN008484	Hyeri McGrath	APP072854	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008485	Beatrice Cummings	APP072855	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008487	Tyler Cooper	APP072856	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008488	William Whitson	APP072857	7/1/2020	900016370	STORMWATER-REFUND		5.49		
VEN008489	Hannah Schmaltz	APP072858	7/1/2020	900016370	STORMWATER-REFUND		4.39		
VEN008490	Mallory Lee	APP072859	7/1/2020	900016370	STORMWATER-REFUND		8.09		
VEN008491	Kevin Johnson	APP072860	7/1/2020	900016370	STORMWATER-REFUND		5.76		
VEN008491	Kevin Johnson	APP072860	7/1/2020	900016370	STORMWATER-REFUND	Overpayment	5.75		
VEN008492	Janice Talmage	APP072861	7/1/2020	900016370	STORMWATER-REFUND		4.39		
VEN008493	Ryan Shepherd	APP072862	7/1/2020	900016370	STORMWATER-REFUND		4.80		
VEN008494	Elaina and Scott Boetto	APP072863	7/1/2020	900016370	STORMWATER-REFUND		4.53		
VEN008494	Elaina and Scott Boetto	APP072863	7/1/2020	900016370	STORMWATER-REFUND	Overpayment	47.27		
VEN008495	Sherwin Bocade	APP072864	7/1/2020	900016370	STORMWATER-REFUND		4.39		
VEN008496	William Platt	APP072865	7/1/2020	900016370	STORMWATER-REFUND		4.53		
VEN008497	Patricia Clark	APP072866	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008498	Leesa Ehret	APP072867	7/1/2020	900016370	STORMWATER-REFUND		7.41		
VEN008499	Adam Brandt	APP072868	7/1/2020	900016370	STORMWATER-REFUND		7.68		
VEN008500	Ryan Haggard	APP072869	7/1/2020	900016370	STORMWATER-REFUND		5.35		
VEN008502	Jere Greve	APP072871	7/1/2020	900016370	STORMWATER-REFUND		6.31		
VEN008503	Lori Pendleton	APP072872	7/1/2020	900016370	STORMWATER-REFUND		4.53		
VEN008504	Cheryl Smith	APP072873	7/1/2020	900016370	STORMWATER-REFUND		7.27		
VEN008505	Daniel Currie	APP072874	7/1/2020	900016370	STORMWATER-REFUND		6.03		
VEN001146	Julie Winbun	APP072875	7/1/2020	900016370	STORMWATER-REFUND		8.50		
VEN008506	Brandon Jones	APP072876	7/1/2020	900016370	STORMWATER-REFUND		5.35		
VEN008507	Dwight Dorsey	APP072877	7/1/2020	900016370	STORMWATER-REFUND		5.35		
VEN000608	Eco-Infrastructure Solution	APP072885	7/7/2020	900016433	STORM-INFRASTRUCTURE	Union St Storm repair Metron	4,200.00		
VEN005662	Rocchio Kiley Ins	APP072898	7/7/2020	900016122	STORM-WORKERS COMP	2nd inst	4,500.00		
Subtotal for Stormwater							102,089.26		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Subtotal for Fund 900 Stormwater							102,089.26		
Fund No.	Fund Name								
950	Trash								
	Trash								
VEN008448	Springbrook Holding LLC	APP072634	7/1/2020	950017371	TRASH-CREDIT CARD PRO	CivicPat Trans Fees	171.00		
VEN008459	Edward Horst	APP072828	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008459	Edward Horst	APP072828	7/1/2020	950017370	TRASH-REFUND		18.59		
VEN008460	Lee Hull	APP072829	7/1/2020	950017370	TRASH-REFUND		1.55		
VEN008460	Lee Hull	APP072829	7/1/2020	950017370	TRASH-REFUND		19.00		
VEN008461	Veronica Ramos	APP072830	7/1/2020	950017370	TRASH-REFUND		1.05		
VEN008461	Veronica Ramos	APP072830	7/1/2020	950017370	TRASH-REFUND		12.93		
VEN008462	Jane Donlan	APP072831	7/1/2020	950017370	TRASH-REFUND		1.81		
VEN008462	Jane Donlan	APP072831	7/1/2020	950017370	TRASH-REFUND		22.23		
VEN008463	Chris Christea	APP072832	7/1/2020	950017370	TRASH-REFUND		0.99		
VEN008463	Chris Christea	APP072832	7/1/2020	950017370	TRASH-REFUND		12.13		
VEN008464	Stephen Rocha	APP072833	7/1/2020	950017370	TRASH-REFUND		1.38		
VEN008464	Stephen Rocha	APP072833	7/1/2020	950017370	TRASH-REFUND		16.97		
VEN008465	Abigail Carter	APP072834	7/1/2020	950017370	TRASH-REFUND		1.29		
VEN008465	Abigail Carter	APP072834	7/1/2020	950017370	TRASH-REFUND		15.76		
VEN008466	Wesley Matthias	APP072835	7/1/2020	950017370	TRASH-REFUND		1.38		
VEN008466	Wesley Matthias	APP072835	7/1/2020	950017370	TRASH-REFUND		16.97		
VEN008467	Josh Meyer	APP072836	7/1/2020	950017370	TRASH-REFUND		1.29		
VEN008467	Josh Meyer	APP072836	7/1/2020	950017370	TRASH-REFUND		15.76		
VEN008468	Tamara Justus-Dallman	APP072837	7/1/2020	950017370	TRASH-REFUND		1.78		
VEN008468	Tamara Justus-Dallman	APP072837	7/1/2020	950017370	TRASH-REFUND		21.83		
VEN008469	Michael and Kim Dodson	APP072838	7/1/2020	950017370	TRASH-REFUND		1.02		
VEN008469	Michael and Kim Dodson	APP072838	7/1/2020	950017370	TRASH-REFUND		12.53		
VEN008470	Madison McCall	APP072839	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008470	Madison McCall	APP072839	7/1/2020	950017370	TRASH-REFUND		18.59		
VEN008471	David Collar	APP072840	7/1/2020	950017370	TRASH-REFUND		1.09		
VEN008471	David Collar	APP072840	7/1/2020	950017370	TRASH-REFUND		13.34		
VEN004225	Kline Properties	APP072841	7/1/2020	950017370	TRASH-REFUND		1.32		
VEN004225	Kline Properties	APP072841	7/1/2020	950017370	TRASH-REFUND		16.17		
VEN008472	Lance and Sarah Dardeen	APP072842	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008472	Lance and Sarah Dardeen	APP072842	7/1/2020	950017370	TRASH-REFUND		18.59		

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Fund No. Fund Name									
950 Trash									
Trash									
VEN008473	Amanda Knight	APP072843	7/1/2020	950017370	TRASH-REFUND		1.05		
VEN008473	Amanda Knight	APP072843	7/1/2020	950017370	TRASH-REFUND		12.93		
VEN008474	Sean Stoller	APP072844	7/1/2020	950017370	TRASH-REFUND		1.09		
VEN008474	Sean Stoller	APP072844	7/1/2020	950017370	TRASH-REFUND		13.34		
VEN008475	Danyelle Harpel	APP072845	7/1/2020	950017370	TRASH-REFUND		1.62		
VEN008475	Danyelle Harpel	APP072845	7/1/2020	950017370	TRASH-REFUND		19.81		
VEN008476	Mary Harris	APP072846	7/1/2020	950017370	TRASH-REFUND		1.09		
VEN008476	Mary Harris	APP072846	7/1/2020	950017370	TRASH-REFUND		13.34		
VEN008477	Michael Arbour	APP072847	7/1/2020	950017370	TRASH-REFUND		1.29		
VEN008477	Michael Arbour	APP072847	7/1/2020	950017370	TRASH-REFUND		15.76		
VEN008478	Lori Yando	APP072848	7/1/2020	950017370	TRASH-REFUND		1.78		
VEN008478	Lori Yando	APP072848	7/1/2020	950017370	TRASH-REFUND		21.83		
VEN008479	Jordan Kain	APP072849	7/1/2020	950017370	TRASH-REFUND		3.86		
VEN008479	Jordan Kain	APP072849	7/1/2020	950017370	TRASH-REFUND		47.29		
VEN008480	Ryan Dirks	APP072850	7/1/2020	950017370	TRASH-REFUND		1.88		
VEN008480	Ryan Dirks	APP072850	7/1/2020	950017370	TRASH-REFUND		23.04		
VEN008481	John Reno	APP072851	7/1/2020	950017370	TRASH-REFUND		1.05		
VEN008481	John Reno	APP072851	7/1/2020	950017370	TRASH-REFUND		12.93		
VEN008482	Mike and Amy Ash	APP072852	7/1/2020	950017370	TRASH-REFUND		1.55		
VEN008482	Mike and Amy Ash	APP072852	7/1/2020	950017370	TRASH-REFUND		19.00		
VEN008483	Alan Szymialis	APP072853	7/1/2020	950017370	TRASH-REFUND		1.09		
VEN008483	Alan Szymialis	APP072853	7/1/2020	950017370	TRASH-REFUND		13.34		
VEN008484	Hyeri McGrath	APP072854	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008484	Hyeri McGrath	APP072854	7/1/2020	950017370	TRASH-REFUND		18.59		
VEN008485	Beatrice Cummings	APP072855	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008485	Beatrice Cummings	APP072855	7/1/2020	950017370	TRASH-REFUND		18.59		
VEN008487	Tyler Cooper	APP072856	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008487	Tyler Cooper	APP072856	7/1/2020	950017370	TRASH-REFUND		18.59		
VEN008488	William Whitson	APP072857	7/1/2020	950017370	TRASH-REFUND		1.32		
VEN008488	William Whitson	APP072857	7/1/2020	950017370	TRASH-REFUND		16.17		
VEN008489	Hannah Schmaltz	APP072858	7/1/2020	950017370	TRASH-REFUND		1.05		
VEN008489	Hannah Schmaltz	APP072858	7/1/2020	950017370	TRASH-REFUND		12.93		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
950 Trash									
Trash									
VEN008490	Mallory Lee	APP072859	7/1/2020	950017370	TRASH-REFUND		1.95		
VEN008490	Mallory Lee	APP072859	7/1/2020	950017370	TRASH-REFUND		23.85		
VEN008491	Kevin Johnson	APP072860	7/1/2020	950017370	TRASH-REFUND		1.38		
VEN008491	Kevin Johnson	APP072860	7/1/2020	950017370	TRASH-REFUND		16.97		
VEN008492	Janice Talmage	APP072861	7/1/2020	950017370	TRASH-REFUND		1.05		
VEN008492	Janice Talmage	APP072861	7/1/2020	950017370	TRASH-REFUND		12.93		
VEN008493	Ryan Shepherd	APP072862	7/1/2020	950017370	TRASH-REFUND		1.15		
VEN008493	Ryan Shepherd	APP072862	7/1/2020	950017370	TRASH-REFUND		14.15		
VEN008494	Elaina and Scott Boetto	APP072863	7/1/2020	950017370	TRASH-REFUND		1.09		
VEN008494	Elaina and Scott Boetto	APP072863	7/1/2020	950017370	TRASH-REFUND		13.34		
VEN008495	Sherwin Bocade	APP072864	7/1/2020	950017370	TRASH-REFUND		1.05		
VEN008495	Sherwin Bocade	APP072864	7/1/2020	950017370	TRASH-REFUND		12.93		
VEN008496	William Platt	APP072865	7/1/2020	950017370	TRASH-REFUND		1.09		
VEN008496	William Platt	APP072865	7/1/2020	950017370	TRASH-REFUND		13.34		
VEN008497	Patricia Clark	APP072866	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008497	Patricia Clark	APP072866	7/1/2020	950017370	TRASH-REFUND		18.59		
VEN008498	Leesa Ehret	APP072867	7/1/2020	950017370	TRASH-REFUND		1.78		
VEN008498	Leesa Ehret	APP072867	7/1/2020	950017370	TRASH-REFUND		21.83		
VEN008499	Adam Brandt	APP072868	7/1/2020	950017370	TRASH-REFUND		1.85		
VEN008499	Adam Brandt	APP072868	7/1/2020	950017370	TRASH-REFUND		22.63		
VEN008500	Ryan Haggard	APP072869	7/1/2020	950017370	TRASH-REFUND		1.29		
VEN008500	Ryan Haggard	APP072869	7/1/2020	950017370	TRASH-REFUND		15.76		
VEN008501	Russell Zimmerman	APP072870	7/1/2020	950017370	TRASH-REFUND		1.75		
VEN008501	Russell Zimmerman	APP072870	7/1/2020	950017370	TRASH-REFUND		21.42		
VEN008501	Russell Zimmerman	APP072870	7/1/2020	950017370	TRASH-REFUND		7.27		
VEN008502	Jere Greve	APP072871	7/1/2020	950017370	TRASH-REFUND		1.52		
VEN008502	Jere Greve	APP072871	7/1/2020	950017370	TRASH-REFUND		18.59		
VEN008503	Lori Pendleton	APP072872	7/1/2020	950017370	TRASH-REFUND		1.09		
VEN008503	Lori Pendleton	APP072872	7/1/2020	950017370	TRASH-REFUND		13.34		
VEN008504	Cheryl Smith	APP072873	7/1/2020	950017370	TRASH-REFUND		1.75		
VEN008504	Cheryl Smith	APP072873	7/1/2020	950017370	TRASH-REFUND		21.42		
VEN008505	Daniel Currie	APP072874	7/1/2020	950017370	TRASH-REFUND		1.45		

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Fund No.	Fund Name						
343	Go Bond5 2016 Db Serv						
	Police						
VEN007818	Regions Equipment Finance	ACP001961	7/1/2020	343002380	Go Bond 2016 PD Debt	Go Bond 2016 PD Db Serv	95,454.98
VEN007818	Regions Equipment Finance	ACP001961	7/1/2020	343002381	Go Bond 2016 PD Debt	Go Bond 2016 PD DB Serv	3,075.00
	Subtotal for						98,529.98
	Fire						
VEN007818	Regions Equipment Finance	ACP001961	7/1/2020	343012380	Go Bond 2016 FD Debt	Go Bond 2016 FD Db Serv	80,420.00
VEN007818	Regions Equipment Finance	ACP001961	7/1/2020	343012381	Go Bond 2016 FD Debt	Go Bond 2016 FD Serv	2,590.00
	Subtotal for						83,010.00



Westfield City Council Report

Ordinance Number:	20-08
APC Petition Number:	2003-PUD-02
Petitioner:	Portillo's Hot Dogs (the "Petitioner")
Representative:	HD Consulting Services Group, Inc.
Requested Action:	Requests an amendment to the State Highway 32 Overlay District and the Development Standards of the Wheeler Landing Planned Unit Development (PUD) District.
Current Zoning:	Wheeler Landing PUD District
Current Land Use:	Vacant / Agriculture
Exhibits:	1. Department Report 2. Location Map 3. Proposed Ordinance 20-08 4. Proposed Ordinance 20-08 Redline 5. Site Plan 6. Landscape Plan 7. Elevations 8. Grand Park Sports Campus Concept 9. Public Comment 10. Issue List 11. Issue List Petitioner Response 12. City Engineer Comments 13. Portillo's Letter on Parking 14. APC Certification
Prepared by:	Caleb Ernest, Associate Planner

PETITION HISTORY

The petition was introduced at the February 10, 2020, City Council meeting. The petition received a public hearing at the March 2, 2020, Advisory Plan Commission (the "Plan Commission") meeting. The Plan Commission forwarded a (7-2) favorable recommendation to Council at the July 6, 2020, meeting.

PROJECT OVERVIEW

Location: The Property is located at the northwest corner of Wheeler Road and SR 32 (see **Exhibit 2**).

Property Description: The Property is zoned the Wheeler Landing PUD District ([Ordinance 18-04](#)). Council approved PUD Amendment I ([Ord. 19-37](#), 1909-PUD-27) for the Property at its meeting on September 9, 2019. The Council approved PUD Amendment II ([Ord. 19-62](#), 1912-PUD-46) for the Property at its meeting on December 9, 2019. The Property is currently going through a PUD amendment (Ord. 20-08, *pending*).

Overlay Districts: The proposed PUD amendment defaults to the standards of the State Highway 32 Overlay District with the modifications to the Overlay District as briefly highlighted below:

Building Elevations (Article 5.3(K)(2)): Shall apply; however,

- Building Elevations – Article 5.3(K)(2)(b);
 - Shall be modified from ninety (90) feet or greater in length to one hundred and forty (140) feet or greater in length,
 - Shall be modified from offsets shall be a minimum depth of four (4) feet to offsets shall be a minimum depth of two (2) feet;
- Flat Roofs – Article 5.3(K)(2)(f)(ii)(c)(2);
 - Shall be modified from a vertical change in the visible roof line of at least four (4) feet to at least two (2) feet and from a minimum aggregate modulation length of forty percent (40%) of each Building Façade to minimum aggregate length of twenty percent (20%) as well as substantially complying with the renderings for Lot 5 attached as Exhibit C in proposed Ordinance 20-08;
- Drive-thrus and Fueling Stations – Article 5.3(K)(2)(j)(i);
 - Shall be modified from Drive-thru windows and lanes shall not be permitted to shall be permitted in between the State Highway 32 right-of-way line or the Trail Corridor and the Building Façade nearest said right-of-way line or Trail Corridor for Lot 5 only and as illustrated on Exhibit B in proposed Ordinance 20-08;
- Building Materials – Article 5.3(K)(2)(k);
 - Shall be modified to substantially comply with the elevations and renderings for Lot 5 attached as Exhibit C in proposed Ordinance 20-08.

Development Standards: The proposed PUD amendment defaults to the standards of the Underlying Zoning District with the modifications to the Development Standards as briefly highlighted below:

Foundation Plantings (Article 6.8(L)(4)): Shall be modified from foundation plantings shall be located within fifteen (15) feet of the Building Façade to shall be located in excess of fifteen (15) feet from the Building Façade;

Foundation Plantings (Article 6.8(L)(3)): Shall be modified so that planters shall be a permitted landscaping material meeting the requirements of Article 6.8(L).

Signs Facing the Monon Trail (Section 8.4(F) of Ord. 18-04): Shall be modified to allow signs to extend above the cornice line of the building, on Lot 5 only, as illustrated on Exhibit C in proposed Ordinance 20-08.

MODIFICATIONS SINCE THE PUBLIC HEARING

Since the public hearing on March 2, 2020, the petitioner made several modifications to the PUD Ordinance addressing Plan Commission and Staff's comments. The list below highlights the changes that have been made from the public hearing to the Plan Commission meeting on July 6, 2020:

1. The Flat Roofs (Article 5.3(K)(2)(f)(ii)(c)(2) standard has been revised to include modified standards in addition to complying with Exhibit C.
2. The last sentence of the Drive-thrus and Fueling Stations (Article 5.3(K)(2)(j)(i) standard has been removed as it does not apply to regulating a standard.
3. The Trail Corridor Design Standards (Article 5.3(L)(4)(c) standard has been removed as the revised site plan now complies and is no longer part of this amendment.
4. The Miscellaneous Requirements (Article 5.3(M)(1)(a) loading berths) standard has been removed as this standard does not apply to this site or amendment.
5. Foundation Plantings (Article 6.8(L)(3) has been separated from the previous Foundation Plantings (Article 6.8(L)(4) standard modification and is now a separate item as previously these two standards were combined.
6. Signs Facing the Monon Trail (Section 8.4(F) of Ord. 18-04) has been added to modify this standard of the original Wheeler Landing PUD. The proposed signs on the proposed site's building were included on the original submittal seen at the March 2, 2020, Plan Commission meeting.

Please see **Exhibit 11** for the Petitioner's responses to the Issue List (**Exhibit 10**). Please see **Exhibit 12** for a response from the City Engineer addressing the review of an alternative site layout proposal. Please also see **Exhibit 13** for a response from the Petitioner in regards to the parking spaces proposed on the west side of the property.

COMPREHENSIVE PLAN

The Property falls within the Employment Corridor, Business Park and New Suburban land use areas of the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan"). Office and service uses, research and development, and retail and institutional uses that are subordinate to and supportive of the office and service uses are contemplated as appropriate uses within the Employment Corridor area. Manufacturing, subordinate office, retail, and services, research and development and warehousing uses are contemplated as appropriate uses within the Business Park area. Detached dwellings, attached dwellings, institutional uses, recreational uses, artisan farms and equestrian uses are contemplated as appropriate uses within the New Suburban area. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

Family Sports Capital Addendum II

The Property falls within the Grand Park Sports Campus (see **Exhibit 8**).

In addition to the sports-related uses within the Sports Campus, it is anticipated that other related and supporting land uses will be located within, adjacent to and nearby the Sports Campus. Such land uses will likely include hotels, restaurants, healthcare and sports medicine facilities, professional offices, retail uses, higher density residential uses and other supporting commercial uses. It is contemplated that such other uses will be proposed and approved either in conjunction with the Sports Campus or after development of the Sports Campus has been initiated. The total additional land area to be utilized for such purposes will be many times the size of the Sports Campus as shown in Exhibit A of the Family Sports Capital Addendum II.

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 March 2, 2020, 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 February 10, 2020, Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its July 6, 2020, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 7 in favor, 2 opposed) (see **Exhibit 14**).

City Council

Introduction: February 10, 2020

Eligible for Adoption: July 13, 2020

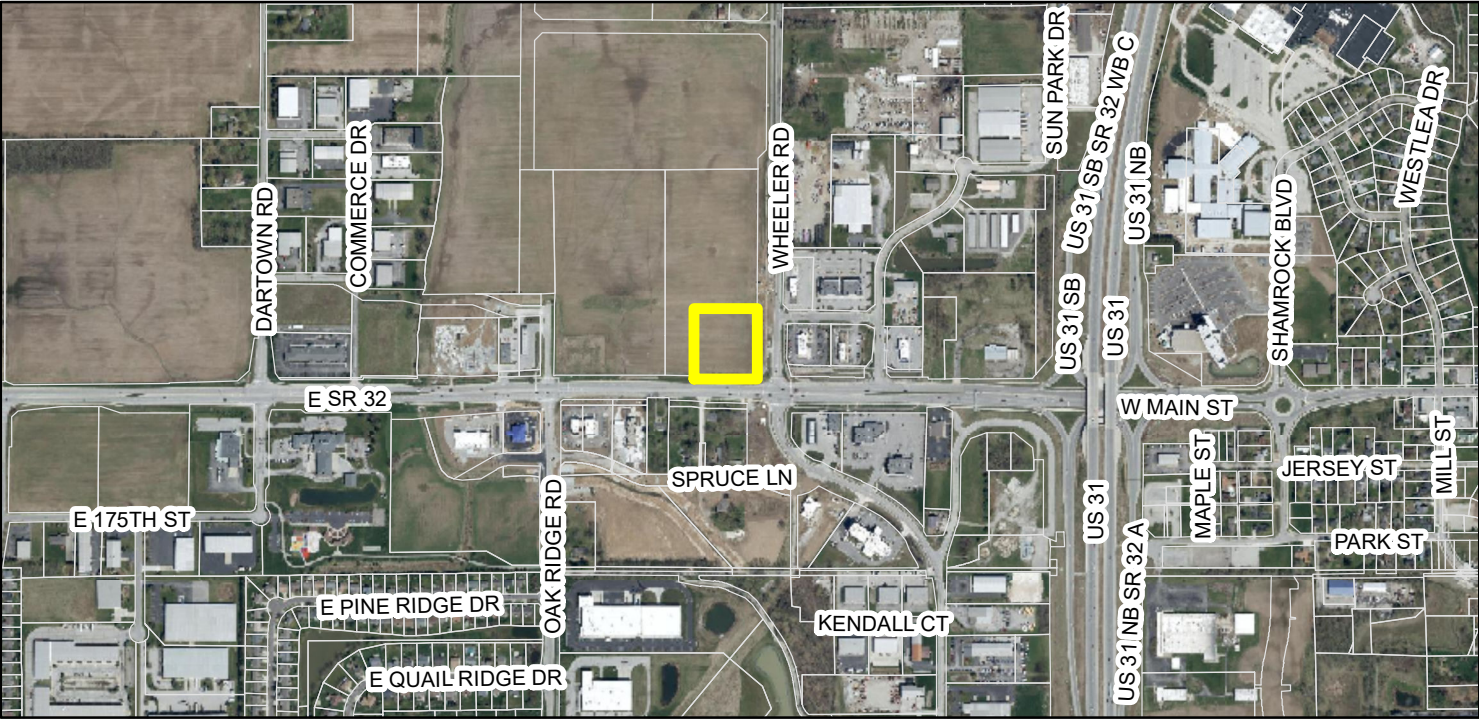
Submitted by: Caleb Ernest, Associate Planner
Community Development Department



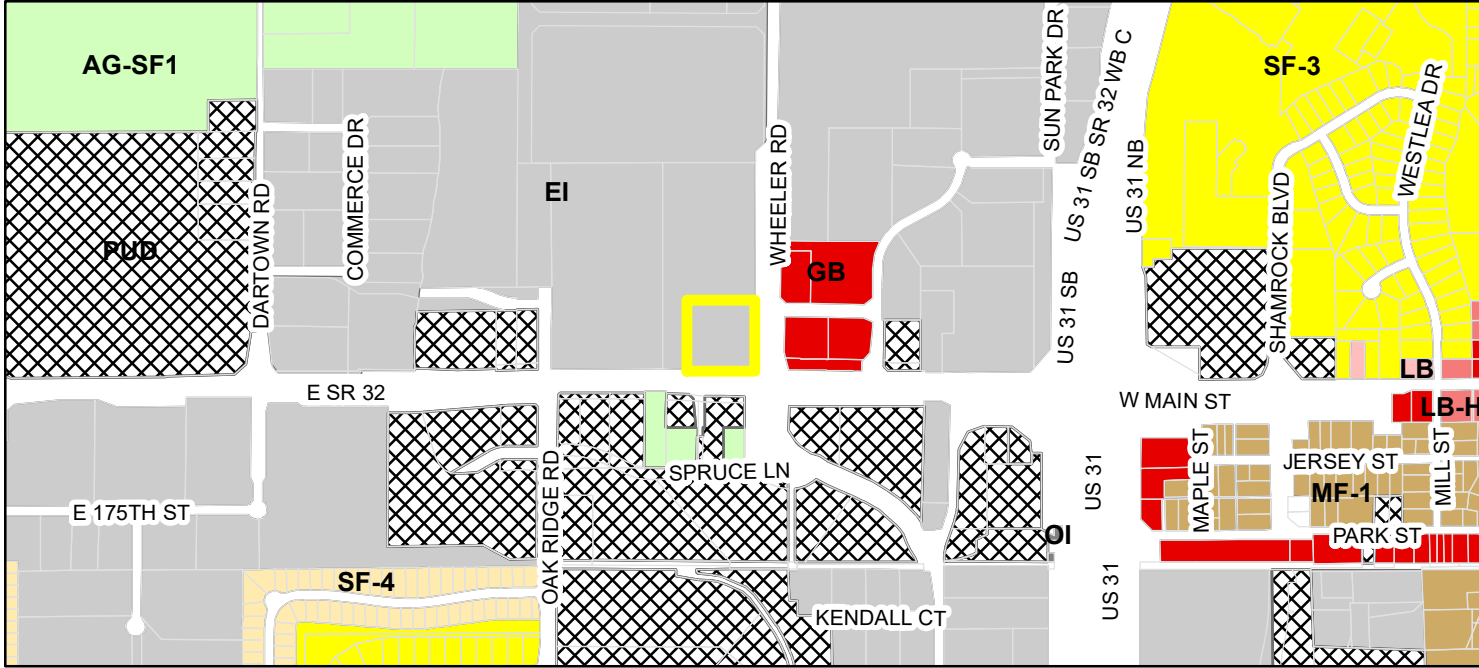
Property Location Map
Wheeler Landing PUD Amendment III (Portillo's)
Planned Unit Development
2003-PUD-02



Aerial Location Map



Zoning Map



Parcel	LB-H (Local Business - Historical)
Zoning - All	MF-1 (Multiple Family - 1)
Zoning	OI (Open Industrial)
AG-SF1 (Agriculture - Single Family - 1)	PUD (Planned Unit Development)
EI (Enclosed Industrial)	SF-3 (Single Family - 3)
GB (General Business)	SF-4 (Single Family - 4)
LB (Local Business)	

ORDINANCE NUMBER 20-08

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

This is an ordinance to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended;

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

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") previously adopted Ordinance No. 18-04, the Wheeler Landing Planned Unit Development District (the "Wheeler Landing PUD Ordinance") on September 24, 2018;

WHEREAS, the Common Council subsequently adopted Ordinance 19-37, the Wheeler Landing Planned Unit Development District on September 9, 2019 (the "First Amendment"), which amended the Wheeler Landing PUD Ordinance;

WHEREAS, the Common Council subsequently adopted Ordinance 19-62, the Wheeler Landing Planned Unit Development District on November 25, 2019 (the "Second Amendment"), which amended the First Amendment;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered Petition No. 2003-PUD-02 (the "Petition"), requesting an amendment to the Unified Development Ordinance, Zoning Map and Wheeler Landing PUD Ordinance (the "Third Amendment"), with regard to the subject real estate more particularly described in Exhibit A, attached hereto (the "Real Estate"); and

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2020; and

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

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

Section 1. Applicability of Ordinance.

1.1 This Ordinance shall amend the Wheeler Landing PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Wheeler Landing PUD Ordinance; and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Wheeler Landing PUD Ordinance, as amended.

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

1.3 All provisions and representations of (i) the Unified Development Ordinance or (ii) the Wheeler Landing PUD Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

Section 3. Overlay Districts.

3.1 All provisions of Section 7 of the approved Wheeler Landing PUD Ordinance as amended shall apply to the development of the Real Estate, except as otherwise modified below:

- A. Building Elevation (Article 5.3(K)(2)): Shall apply; however,
 - a. Building Facades, which are one hundred forty (140) feet or greater in length, shall be designed with offsets (projecting or recessed) at intervals of not greater than sixty (60) feet. Offsets shall extend the entire vertical plane of the Building Facade and shall be a minimum depth of two (2) feet and a minimum aggregate length of twenty percent (20%) of the horizontal plane of the overall Building Facade. The requirements of this section are met and the Building on Lot 5 shall be substantially compliant with Exhibit C
 - b. Flat Roofs (Article 5.3(K)(2)(f)(ii)(c)(2); A roof line modulation shall include a vertical change in the visible roof line of at least two (2) feet, with a minimum aggregate modulation length of twenty percent (20%) of each Building Façade.

The requirements of this section are met and the Building on Lot 5 shall be substantially compliant with Exhibit C.

- c. Drive-thrus and Fueling Stations (Article 5.3(K)(2)(j)(i); Drive-thru lanes shall be permitted between the State Highway 32 right-of-way line or the Trail Corridor and the Building Facade nearest to said right-of-way line (e.g. Established Front Yard) or Trail Corridor for Lot 5 only as illustrated on Exhibit B.
- d. Building Materials (Article 5.3(K)(2)(k); the requirements of this section are met and the Building on Lot 5 shall be substantially compliant with Exhibit C.

Section 4. Development Standards.

4.1 The standards of Chapter 6 Development Standards shall apply to the development of the Real Estate, except as otherwise modified below:

- A. Foundation Plantings (Article 6.8(L)(4); shall apply; however, the foundation plantings of the Building Façades may be located in excess of fifteen (15) feet from the Building Façade, patio fence or other barrier.
- B. Foundation Plantings (Article 6.8(L)(3); Planters shall be a permitted landscaping material meeting the requirements of Article 6.8(L).
- C. Signs Facing the Monon Trail (Section 8.4(F) of Ord. 18-04); Signs shall be allowed to extend above the cornice line of the Building on Lot 5, as illustrated on Exhibit C.

(SIGNATURE PAGE IMMEDIATELY FOLLOWS)

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 20-08** was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 20-08**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 20-08**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

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

Printed Name of Declarant

Prepared by _____

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Site Development Plan – Lot 5
Exhibit C	Elevations and Renderings – Lot 5

EXHIBIT A
Real Estate (Legal Description)

Parcel #08-05-36-00-00-042.000: Begin 11 rods east of the Southwest corner of Section 36, Township 19 North, Range 3 East, in Hamilton County, Indiana; run thence North 70 rods; thence East 34 rods; thence South 70 rods to the South line of Section 36, West 34 rods to the place of beginning, containing 15 acres, more or less.

Parcel #08-05-36-00-00-041.000: Begin 45 rods East of the Southwest corner of Section 36, Township 19 North, Range 3 East; run thence North 70 rods; East 35 rods, more or less, to the East line of the West Half of the Southwest Quarter of said Section: thence South 70 rods; thence West 35 rods, more or less, to the place of beginning, containing 15 acres, more or less.

Parcels #08-05-35-00-00-028.000 & 08-05-35-00-00-028.002: A survey of a part of the Southwest Quarter of Section 35, Township 19 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being more specifically described as follows: BEGINNING at a point on the South line of the Southwest Quarter of Section 35, Township 19 North, Range 3 East, said Point of Beginning being South 89 degrees 39 minutes 49 seconds West (assumed bearing) 1021.48 feet from the Southeast corner of said Southwest Quarter; thence South 89 degrees 39 minutes 49 seconds West 296.71 feet to the Southwest corner of the Southeast Quarter of said Southwest Quarter; thence North 00 degrees 02 minutes 02 seconds East 1321.63 feet to the Northwest corner of the Southeast Quarter of said Southwest Quarter; thence North 89 degrees 46 minutes 55 seconds East 296.71 feet on and along the North line of the Southeast Quarter of said Southwest Quarter; thence South 00 degrees 02 minutes 02 seconds West 1321.02 feet to the Point of Beginning. Containing 9.00 acres, more or less, being subject to all applicable easements and rights-of-way of record.

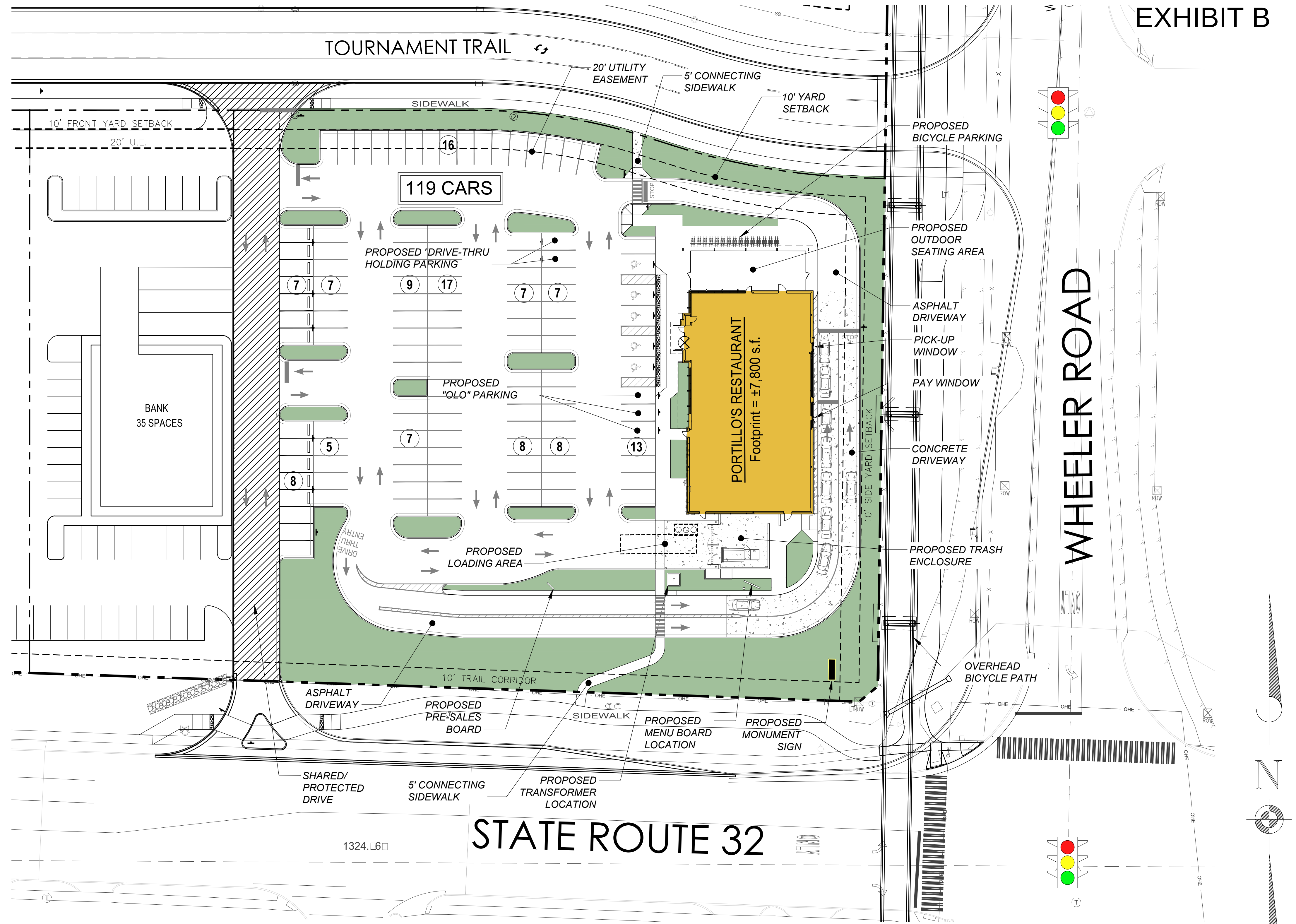


PROJECT
LOCATION

LOCATION PLAN

BUILDING FOOTPRINT: $\pm 7,800$ S.F.
STYLE: DINER 2, SIDE ENTRY
ON SITE PARKING PROVIDED: 119 CARS
H.C. SPACES REQUIRED: 5 CARS
H.C. SPACES PROVIDED: 5 CARS

FLOOR PLAN: WESTFIELD FP1.1



PROPOSED SITE PLAN

CONCEPT BASED ON K-H DRAWING EX.1 DATED 01/09/20

SCALE: N.T.S.

APPROXIMATE SITE AREA: $100,242$ S.F. = 2.30 Ac

STACKING: 38 CARS



PORTILLO'S HOT DOGS, LLC



WESTFIELD, IN.
NWC OF SR 32 AND WHEELER ROAD
GRAND PARK

CONCEPT #1D-R

DATED: 03/9/20

Proj. #201917



WEST ELEVATION - Main Entrance & Outdoor Patio

Scale: N.T.S.



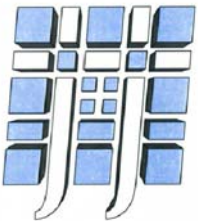
NORTH ELEVATION - Outdoor Patio & Bike Parking

Scale: N.T.S.

New Diner Concept V7.0 - June 25th, 2020



Portillo's - New Diner Restaurant
NWC St. Route 32 & Wheeler Rd.
Westfield, IN



Jensen & Jensen
architects • engineers • planners

Since 1915



EAST ELEVATION: Drive-Thru and Patio View

Scale: N.T.S.



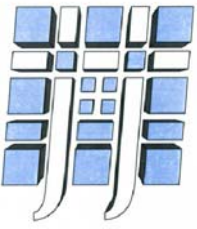
SOUTH ELEVATION: View Route 32 - Extended Site

Scale: N.T.S.

New Diner Concept V7.0 - June 25th, 2020



Portillo's - New Diner Restaurant
NWC St. Route 32 & Wheeler Rd.
Westfield, IN



Jensen & Jensen
architects • engineers • planners

Since 1915

ORDINANCE NUMBER 20-08

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

This is an ordinance to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended;

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

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") previously adopted Ordinance No. 18-04, the Wheeler Landing Planned Unit Development District (the "Wheeler Landing PUD Ordinance") on September 24, 2018;

WHEREAS, the Common Council subsequently adopted Ordinance 19-37, the Wheeler Landing Planned Unit Development District on September 9, 2019 (the "First Amendment"), which amended the Wheeler Landing PUD Ordinance;

WHEREAS, the Common Council subsequently adopted Ordinance 19-62, the Wheeler Landing Planned Unit Development District on November 25, 2019 (the "Second Amendment"), which amended the First Amendment;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered Petition No. 2003-PUD-02 (the "Petition"), requesting an amendment to the Unified Development Ordinance, Zoning Map and Wheeler Landing PUD Ordinance (the "Third Amendment"), with regard to the subject real estate more particularly described in Exhibit A, attached hereto (the "Real Estate"); and

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2020; and

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

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

Section 1. Applicability of Ordinance.

1.1 This Ordinance shall amend the Wheeler Landing PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Wheeler Landing PUD Ordinance; and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Wheeler Landing PUD Ordinance, as amended.

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

1.3 All provisions and representations of (i) the Unified Development Ordinance or (ii) the Wheeler Landing PUD Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

Section 3. Overlay Districts.

3.1 All provisions of Section 7 of the approved Wheeler Landing PUD Ordinance as amended shall apply to the development of the Real Estate, except as otherwise modified below:

- A. Building Elevation (Article 5.3(K)(2): Shall apply; however,
 - a. Building Facades, which are one hundred forty (140) feet or greater in length, shall be designed with offsets (projecting or recessed) at intervals of not greater than sixty (60) feet. Offsets shall extend the entire vertical plane of the Building Facade and shall be a minimum depth of two (2) feet and a minimum aggregate length of twenty percent (20%) of the horizontal plane of the overall Building Facade. [The requirements of this section are met and the Building on Lot 5 shall be substantially compliant with Exhibit C](#)
 - b. Flat Roofs (Article 5.3(K)(2)(f)(ii)(c)(2); A roof line modulation shall include a vertical change in the visible roof line of at least two (2) feet, with a minimum aggregate modulation length of twenty percent (20%) of each Building Façade.

The requirements of this section are met and the Building on Lot 5 shall be substantially compliant with Exhibit D.

- c. Drive-thrus and Fueling Stations (Article 5.3(K)(2)(j)(i); Drive-thru lanes shall be permitted between the State Highway 32 right-of-way line or the Trail Corridor and the Building Facade nearest to said right-of-way line (e.g. Established Front Yard) or Trail Corridor for Lot 5 only as illustrated on Exhibit C in order to provide the safest possible pedestrian connectivity to the Building and the Monon Trail.B.
- d. Building Materials (Article 5.3(K)(2)(k); the requirements of this section are met and the Building on Lot 5 shall be substantially compliant with Exhibit D.

B. Trail Corridor Design Standards:

- a. Inter-connectivity (Article 5.3(L)(4)(c); the requirements of this section are met to allow connectivity to the Trail Corridor as illustrated on Exhibit B.

C. Miscellaneous Requirements:

- d. Loading Berths (Article 5.3(M)(1)(a); the requirements of this section are met to allow the loading berth/trash enclosure on Lot 5 only as illustrated on Exhibit C.

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Section 4. Development Standards.

4.1 The standards of Chapter 6 Development Standards shall apply to the development of the Real Estate, except as otherwise modified below:

- A. Foundation Plantings (Article 6.8(L)(4); shall apply; however, the foundation plantings on of the Building Façades may be located in excess of fifteen (15) feet from the Building Façade, patio fence or other barrier. Planters shall be permitted to be utilized to meet the requirements of Article 6.8(L).

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- B. Foundation Plantings (Article 6.8(L)(3); Planters shall be a permitted landscaping material meeting the requirements of Article 6.8(L).

- B-C. Signs Facing the Monon Trail (Section 8.4(F) of the PUD Ord. 18-04); Signs shall be allowed to extend above the cornice line of the Building on Lot 5, as illustrated on Exhibit D.

(SIGNATURE PAGE IMMEDIATELY FOLLOWS)

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 20-08** was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 20-08**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 20-08**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

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

Printed Name of Declarant

Prepared by _____

SCHEDULE OF EXHIBITS

- Exhibit A Real Estate (Legal Description)
- Exhibit B ~~Frontage Concept~~ [Site Development Plan – Lot 5](#)
- Exhibit C [Site Development Plan – Lot 5](#)
- ~~Exhibit D~~ Elevations and Renderings – Lot 5

[Exhibits](#)

- (1) CONCRETE CURB, TYP. (SEE DETAILS)
- (2) CONCRETE CURB & GUTTER (SEE DETAILS)
- (3) CONCRETE SIDEWALK, TYP. (SEE DETAILS)
- (4) ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
- (5) ACCESSIBLE PARKING SIGN, TYP. (MUTCD R7-8, SEE DETAILS)
- (6) ACCESSIBLE RAMP WITH PAINTED TRUNCATED DOME (SEE DETAILS)
- (7) 4" WIDE PAINTED WHITE SOLID LINE, TYP.
- (8) DIRECTIONAL PAVEMENT MARKINGS, TYP.
- (9) 4" WIDE PAINTED YELLOW SOLID LINE, TYP.
- (10) 24" WIDE STOP BAR, TYP. (SEE DETAILS)
- (11) STOP SIGN, TYP. (MUTCD R1-1, SEE DETAILS)
- (12) DRIVE THRU MENU BOARD AND SIGNAGE. REF ARCH PLANS
- (13) RAISED CURBLESS SIDEWALK (SEE DETAILS)
- (14) DUMPSTER ENCLOSURE WITH FENCE (SEE ARCH. PLANS)
- (15) TRANSFORMER PAD. COORDINATE WITH UTILITY PROVIDER
- (16) CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
- (17) BICYCLE PARKING (REFER TO ARCH PLANS)
- (18) INTEGRAL CONCRETE CURB
- (19) CROSSWALK STRIPING, TYP. (REFER TO MUTCD FOR DETAILS)
- (20) MONUMENT SIGN (REFER TO ARCH PLANS)
- (21) OUTDOOR PATIO (REFER TO ARCHITECTURAL PLANS (±1277 SQFT))
- (22) EMPLOYEE PARKING SIGN & BOLLARD
- (23) "DO NOT ENTER" SIGN
- (24) "ONLINE ORDERING" SIGN
- (25) "RIGHT-TURN ONLY" SIGN
- (26) LIP GUTTER (SEE DETAILS)
- (27) BOLLARD (SEE DETAILS) – REFER TO ARCH PLANS FOR EXACT LOCATION
- (28) VALLEY GUTTER (SEE DETAILS)
- (29) CONCRETE COLLAR, TYP. (SEE DETAILS)
- (30) PRE-CAST CONCRETE WHEEL STOP (SEE DETAILS)

STANDARD PARKING SPACES PROVIDED	=	114 SPACES
ACCESSIBLE PARKING SPACES REQUIRED	=	5 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	=	5 SPACES
<u>TOTAL PARKING SPACES PROVIDED</u>	=	<u>119 SPACES</u>
<u>TOTAL PARKING SPACES REQUIRED</u>	=	<u>119 SPACES</u>
<u>TOTAL BICYCLE PARKING SPACES PROVIDED</u>	=	<u>30 SPACES</u>

	STANDARD DUTY ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	HEAVY DUTY ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	CONCRETE SIDEWALK SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	HEAVY DUTY CONCRETE PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	RIGHT OF WAY PAVEMENT (INDOT) SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	INDOT CLASS III CONCRETE APPROACH SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	B' ASPHALT TRAIL SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	STANDARD CONCRETE CURB
	CONCRETE DEPRESSED CURB

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)
HORIZONTAL DATUM: NAD83/2011 (INDIANA EAST)
VERTICAL DATUM: NAVD88

SBM #1: CUT "X", W BOLT OF FH, SW CORNER SR 32 & WHEELER RD.
ELEVATION=901.09

SBM #2 CUT "X", W BOLT OF TSP, SE COR SR 32 & GRAND PARK BLVD.
ELEVATION=899.69

NOTE: ALL INFRASTRUCTURE SHOWN ALONG TOURNAMENT TRAIL, WHEELER ROAD AND THE MONON TRAIL/BRIDGE ARE PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE BY OTHERS AND MAY NOT BE COMPLETE BEFORE THE COMMENCEMENT OF CONSTRUCTION FOR THE PROPOSED PROJECT. CONTRACTOR TO FIELD VERIFY ACTUAL FIELD CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY DESIGN ENGINEER IMMEDIATELY IF ANY DISCREPANCIES EXIST.

20' SEWER EASEMENT, INST# 2014-036824

20' D.U.E.

20' U.E.

CLASS III CONCRETE APPROACH

TOURNAMENT TRAIL (68' PUBLIC ROW)

10' FRONT YARD SETBACK

24' (ACCESS EASEMENT)

LOT 2
100279.60 SQ FT
2.30 ACRES

PROPOSED BUILDING
F.F. = 905.50

10' TRAIL CORRIDOR

SR 32 (PUBLIC ROW PER INDOT PLANS STP-088-6)

CONCRETE SIDEWALK CONNECTION REQUIRED IF PATH TO THE WEST OF THE SITE HAS NOT BEEN CONSTRUCTED.

MODULAR BLOCK RETAINING WALL TO BE DESIGNED/BUILT BY CONTRACTOR PER MANUFACTURER'S STANDARDS.

EX. MONON TRAIL BRIDGE

WHEELER RD (PUBLIC ROW)

WHEELER ROAD IMPROVEMENTS AND MONON TRAIL BRIDGE UNDER CONSTRUCTION BY OTHERS.

10' SIDE YARD SETBACK

20' D.U.E.

20' U.E.

10' FRONT YARD SETBACK

10' TRAIL CORRIDOR

SR 32 (PUBLIC ROW PER INDOT PLANS STP-088-6)

CONCRETE SIDEWALK CONNECTION REQUIRED IF PATH TO THE WEST OF THE SITE HAS NOT BEEN CONSTRUCTED.

MODULAR BLOCK RETAINING WALL TO BE DESIGNED/BUILT BY CONTRACTOR PER MANUFACTURER'S STANDARDS.

EX. MONON TRAIL BRIDGE

WHEELER RD (PUBLIC ROW)

WHEELER ROAD IMPROVEMENTS AND MONON TRAIL BRIDGE UNDER CONSTRUCTION BY OTHERS.

10' SIDE YARD SETBACK

Portillo's®
HOT DOGS • BEEF • BURGERS • SALADS

SITE PLAN

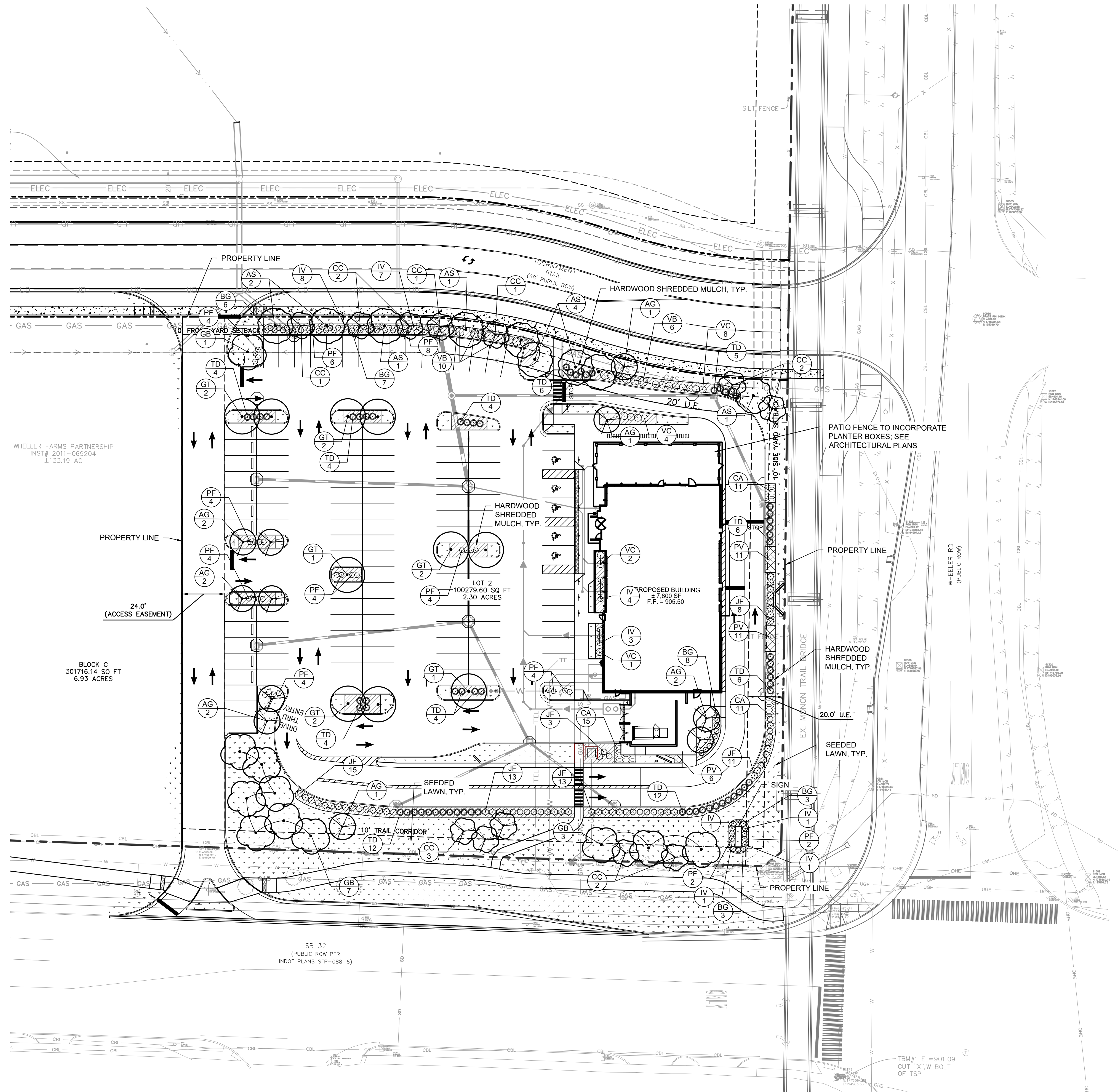
PORTILLO'S
RESTAURANT
WHEELER LANDING

SHEET NUMBER

C3.0

Drawing name: C:\Users\Kdeab.Songderath\Desktop\Portillo's\plansheets\L1.0 - LANDSCAPE PLANKING L1.0 Jul 01, 2020 4:24pm by Kdeab.Songderath

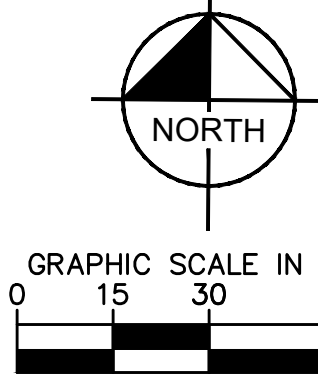
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



Indiana Utilities Protection Service



before you dig



NOTE: ALL INFRASTRUCTURE SHOWN ALONG TOURNAMENT TRAIL, WHEELER ROAD AND THE MONON TRAIL BRIDGE ARE PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE BY OTHERS AND MAY NOT BE COMPLETE BEFORE THE COMMENCEMENT OF CONSTRUCTION FOR THE PROPOSED PROJECT. CONTRACTOR TO FIELD VERIFY ACTUAL FIELD CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY DESIGN ENGINEER IMMEDIATELY IF ANY DISCREPANCIES EXIST.

PORTILLO'S RESTAURANT WHEELER LANDING	LANDSCAPE PLAN	 HOT DOGS • BEEF • BURGERS • SALADS	 APPROVAL PENDING NOT FOR CONSTRUCTION <i>Alon Solomoni</i>	SCALE: AS NOTED	Kimley»Horn © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 220 EAST 48TH STREET, SUITE 580, INDIANAPOLIS, IN 46240 PHONE: 317-218-3950 WWW.KIMLEY-HORN.COM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										</
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WEST ELEVATION - Main Entrance & Outdoor Patio

Scale: N.T.S.



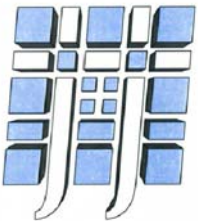
NORTH ELEVATION - Outdoor Patio & Bike Parking

Scale: N.T.S.

New Diner Concept V7.0 - June 25th, 2020



Portillo's - New Diner Restaurant
NWC St. Route 32 & Wheeler Rd.
Westfield, IN



Jensen & Jensen
architects • engineers • planners

Since 1915



EAST ELEVATION: Drive-Thru and Patio View

Scale: N.T.S.



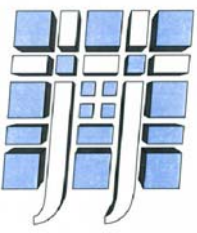
SOUTH ELEVATION: View Route 32 - Extended Site

Scale: N.T.S.

New Diner Concept V7.0 - June 25th, 2020

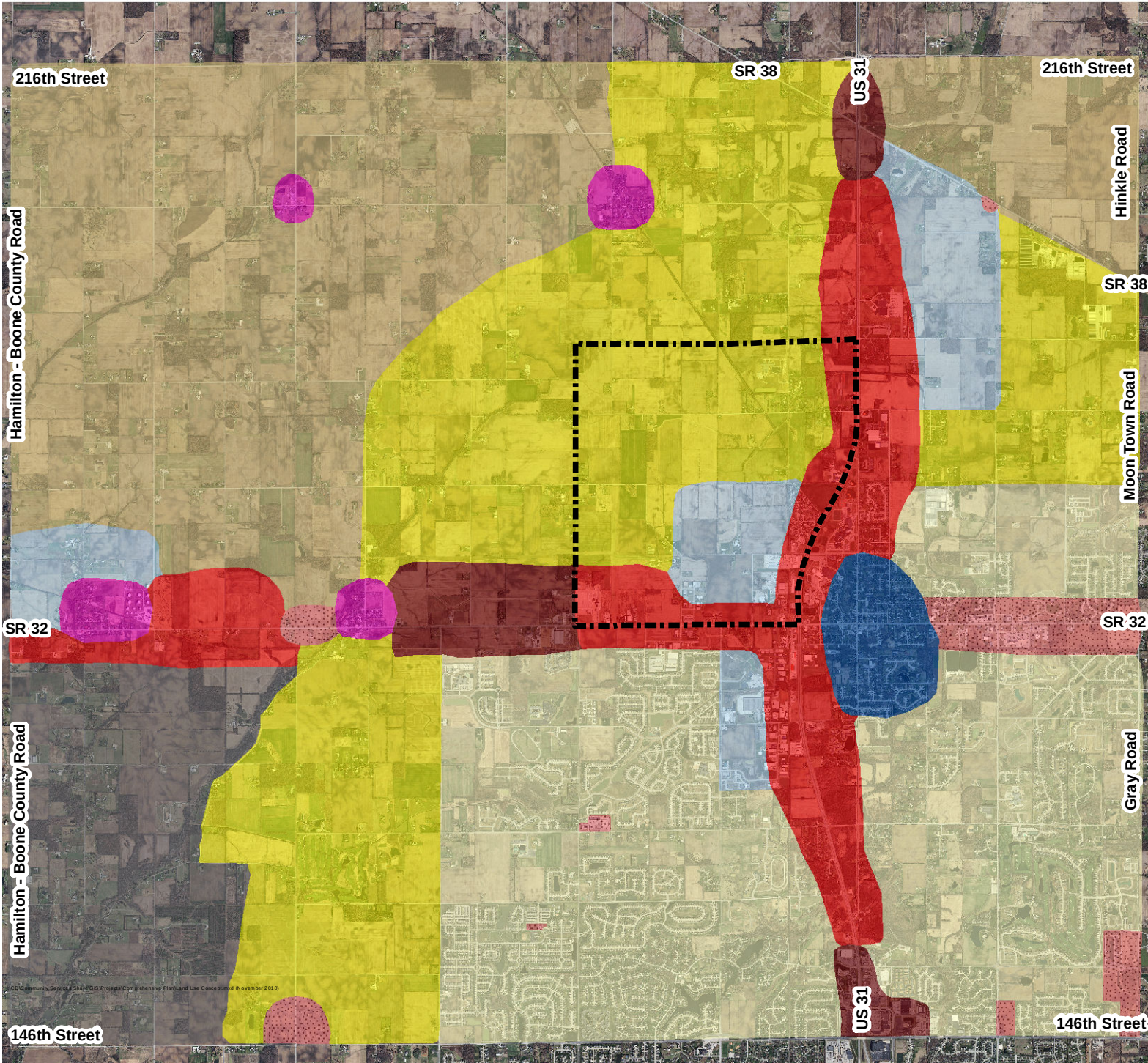


Portillo's - New Diner Restaurant
NWC St. Route 32 & Wheeler Rd.
Westfield, IN



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Since 1915



Westfield - Washington Land Use Concept Map

Exhibit A

Legend

- Suburban Residential
- New Suburban
- Existing Rural Southwest
- Rural Northwest and Northeast
- Business Park
- Local Commercial
- Employment Corridor
- Regional Commercial
- Villages
- Downtown
- Family Sports Capital of America



Community Development Department

1 inch = 1 mile

DISCLAIMER: The Town of Westfield, Indiana has created this map in an attempt to increase the availability of public information and enhance public knowledge. The Town is continually collecting, maintaining and updating data. Information for the map themes was obtained from existing, and many times historical documentation. Because of this, the information displayed on this map is not guaranteed to be completely accurate or all inclusive. The Town of Westfield retains the right to change the content of this map without prior notice. The Town of Westfield assumes no liability for any actions or occurrences that may result from persons viewing the information contained on this map. This map is not meant to take the place of any existing guidelines, rules, regulations or legal procedures. No information displayed on this map should be used in place of legal documentation. Field investigations are still necessary for locating underground facilities, and contact with appropriate departmental staff is still required for determining location-based designations.

WRITTEN PUBLIC COMMENTS

Docket Number: 2003-PUD-02
Petitioner: Portillo's Hot Dogs
Request: Petitioner requests an amendment to the State Highway 32 Overlay District and the Development Standards of the Wheeler Landing Planned Unit Development (PUD) District.

Enclosed Attachments:

March 16, 2020 Plan Commission Meeting

1. Naas, Linda 1122 E 161st Street, Westfield (03/03/20)

The SR32 Overlay District has value to establish an employment corridor and quality development. Please read UDO Chapter 5 and look at building pictures, then drive SR32 and assess what currently exists and what could have been better. Some businesses have already invested and followed the purpose and intent, public safety building, post office, dental office, Titus Bakery and surrounding businesses. The putt putt is a better looking building on SR32 than this proposal. Please save our SR32 from this amendment. Building so much by setting aside the SR32 Overlay should not be precedent for continuing to set it aside. Let's get the SR32 Overlay back on track.



UDO CHAPTER 5 SR32 OVERLAY 030120.pdf

Portillo's has many designs of their restaurants that can be seen on their website by choosing locations. <https://www.portillos.com/locations/> Brandon, FL, or Avon, IN, would fit our SR32 standards better than what they have proposed. These would fit better with existing buildings and the buildings depicted in our UDO Chapter 5-11 through 5-20. None on these pages look anything like what Portillo's has proposed.

This should clearly be "no" to this Amendment to the Wheeler Landing PUD. All the changes requested, of course, are in direct conflict to the SR32 Overlay but **do not** improve the character or design of building. Say "no" and let Portillo's change to fit in. "No" to:

- Drive-thru lanes the full length of SR32 and Trail Corridor where headlights face opposite traffic, especially on SR32
- Enclosed trash or loading berths on SR32 side of building for trash trucks to be seen and heard
- Smaller setbacks, longer building lengths and lesser building offsets which set apart SR32 Overlay District
- Change in building materials – Portillo's can build with our desired materials
- Changes in sign placement since it is especially on SR32 and the Monon Trail.
- Change plantings and do something for lighting and expansive parking area to be more aesthetically pleasing.
- Right in/right out where cars race to enter SR32 and cut other drivers off – this is really against the SR32 Overlay.

The property is sufficiently sized to fit SR32 Overlay District. The colors and design appear to be more of a sore thumb than a fit. No one is going to miss knowing whereever Portillo's is located.

This orientation is exactly opposite what was done in Fishers - so this building needs to be flipped and further from SR32 and Trail Corridor. Visit Fishers - not easy to exit and get back to 116th Street.

For this location being very expensive land along SR32 and showcasing our City, we have an awful lot of parking lots and fast food restaurants. Portillo's is no more a sit down than McDonalds, maybe larger; just visit one to see. If we want to accept so many fast-food restaurants along SR32 then we clearly need to enforce UDO Chapter 5 to avoid looking like Plainfield or Kokomo. Is there a plan or isn't there?

Is Portillo's going to operate a food truck from this location?

Portillo's

HOT DOGS • BEEF • BURGERS • SALADS

[Locations](#)

[Menu](#)

[Catering](#)

(866)-YUM-BEEF

[Shop & Ship](#)

[Food Truck](#)

[Careers](#)

[Community](#)

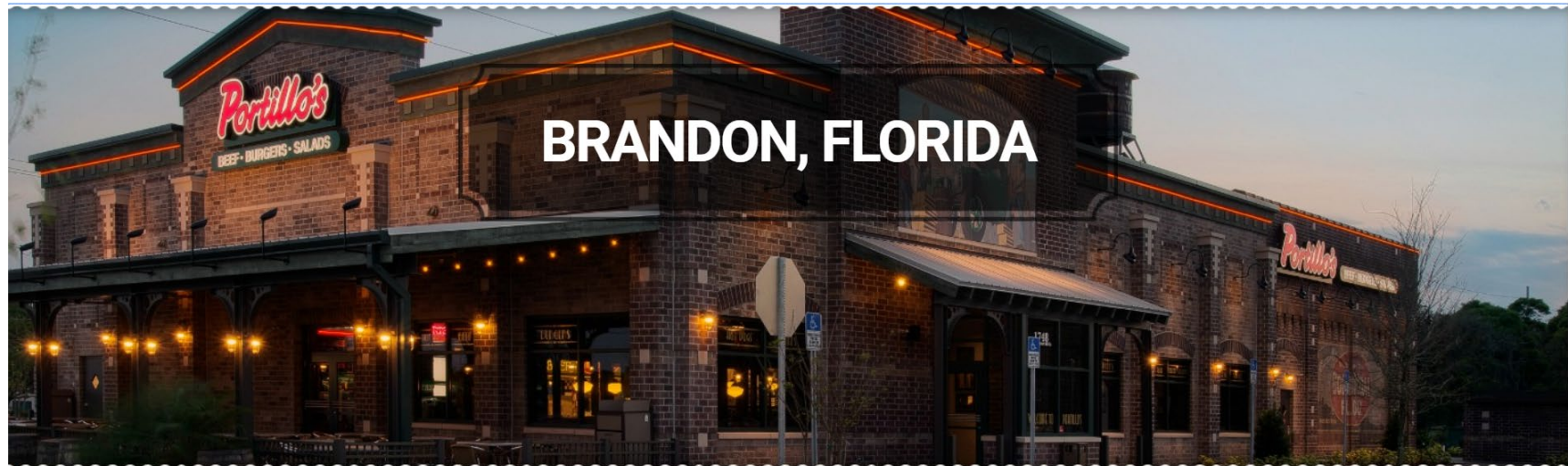


GET FREE CAKE!

SIGN IN

CREATE ACCOUNT

CART (0 ITEMS)



https://www.westfield.in.gov/ego x 030120 UDO.pdf x New Tab x MyWay x P Avon, Indiana - Location | Portillo's x +

portillos.com/locations/avon/

Portillo's
HOT DOGS • BEEF • BURGERS • SALADS

GET FREE CAKE! SIGN IN CREATE ACCOUNT CART (0 ITEMS) ORDER Online

Locations Menu Catering Shop & Ship Food Truck Careers Community

(866)-YUM-BEEF

AVON, INDIANA

Food Truck _ Porti...html Show all

Type here to search

12:28 PM 3/2/2020

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WESTFIELD-WASHINGTON TOWNSHIP UNIFIED DEVELOPMENT ORDINANCE



WESTFIELD COMMUNITY DEVELOPMENT DEPARTMENT
2728 EAST 171ST STREET, WESTFIELD, INDIANA 46074 | www.westfield.in.gov



5.3 State Highway 32 Overlay District

A. **Purpose and Intent:**

1. The purpose of this Article (the "SR32 Overlay") is to preserve and enhance: (i) the aesthetic qualities of the highway corridor by regulating building architecture, building placement and building orientation, landscaping, design of Detention Areas and transitions between the corridor and adjacent uses; and (ii) the transportation functionality and safety of the highway by limiting access, regulating building setbacks, providing for alternative transportation, and providing for the future development/redevelopment of the corridor into an "employment corridor" as contemplated in the Comprehensive Plan.
2. Several figures are referenced within this Article. These figures are intended to illustrate the specific subjects of the paragraphs in which they are referenced and may not illustrate a structure that fully complies with all standards of this Ordinance.

B. **Applicability:** This Article shall apply in the following instances:

1. This SR32 Overlay is hereby established for an area with six hundred (600) feet of the State Highway 32 right-of-way line or the edge of pavement, whichever results in a greater distance from the State Highway 32 centerline.
2. This Article shall apply to any development within the SR32 Overlay.
3. To the extent the provisions of this Article conflict with the provisions established elsewhere within this Ordinance, then the provisions of this SR32 Overlay shall supersede and apply.

C. **Exceptions:** This Article shall not apply to the following geographic areas:

1. The area identified as "Downtown" in FIGURE 5.3(1): EXCEPTION AREAS.
2. The area identified as "Eagletown" in FIGURE 5.3(1): EXCEPTION AREAS.
3. The area identified as "Jolietville" in FIGURE 5.3(1): EXCEPTION AREAS.
4. The platted area of Sandpiper Lakes Subdivision.

D. **Administrative Waiver for Existing Developments:** The Director is hereby authorized to determine whether the standards of this Article shall apply to the entire Lot or if the standards of this Article may be limited only to the proposed improvements for Lots that were developed or improved prior to the effective date of this Article. The following factors shall be taken into consideration:

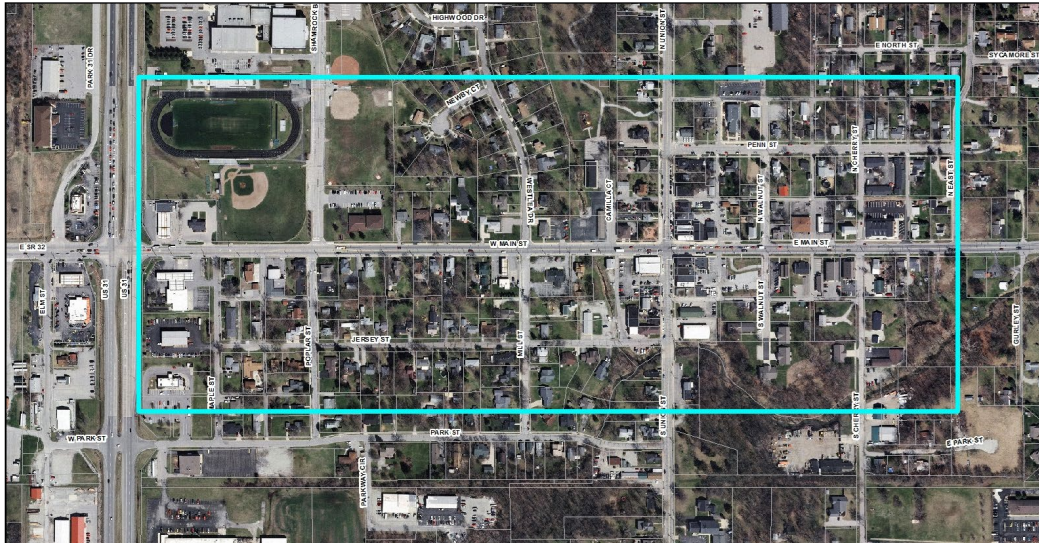
1. The extent and location of the proposed improvements (e.g., drainage, landscaping, parking, buildings) on the Lot.
2. The extent of conflicts in applying the standards of this Article with existing and/or planned improvements.

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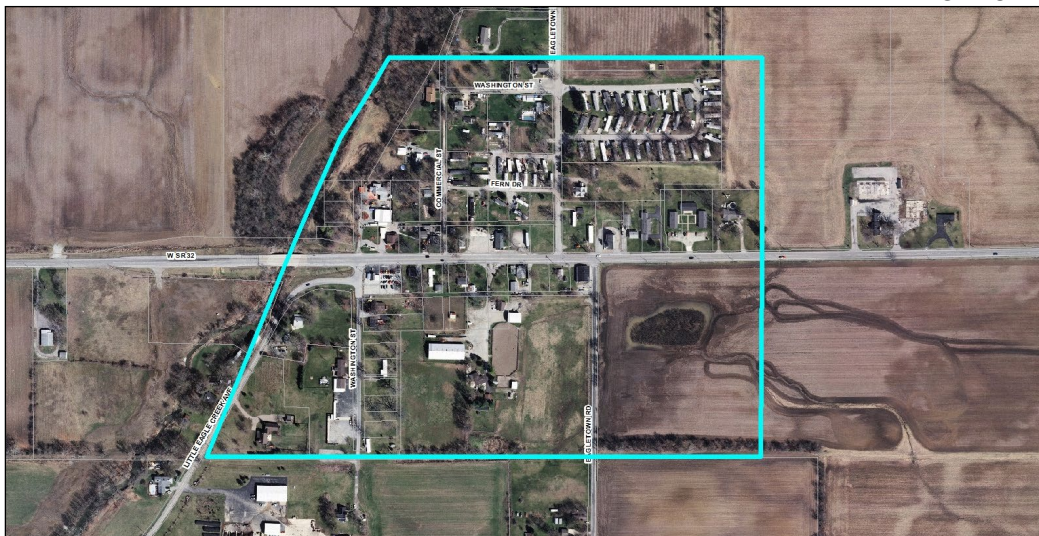


FIGURE 5.3(1): EXCEPTION AREAS

DOWNTOWN



EAGLETOWN



JOLIETVILLE

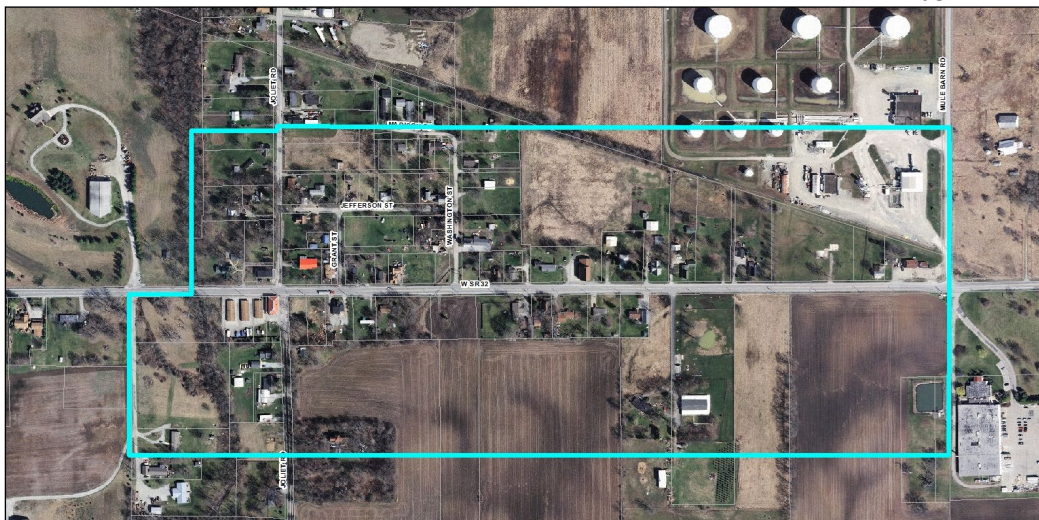


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E. Permitted Uses:

1. All uses permitted in the underlying Zoning District shall be permitted except as otherwise excluded and prohibited in the Use Table for the SR32 Overlay, as set for in [CHAPTER 13: USE TABLE](#).
2. No part of a Self-Storage Facility, except for administrative offices, shall be permitted to locate, either: a) within three hundred (300) feet of the State Highway 32 right-of-way line, or b) between the State Highway 32 right-of-way line and the access road required by [Article 5.3\(F\) Access Control Requirements](#), whichever is greater.

F. Access Control Requirements:

1. The purpose of this section is to make the closing of all private curb cuts along State Highway 32 possible by establishing a common access road to provide access to and through Lots abutting State Highway 32.
2. New curb cuts shall not be permitted unless specifically approved by the Council and the Indiana Department of Transportation prior to installation.

FIGURE 5.3(2): ACCESS ROADS

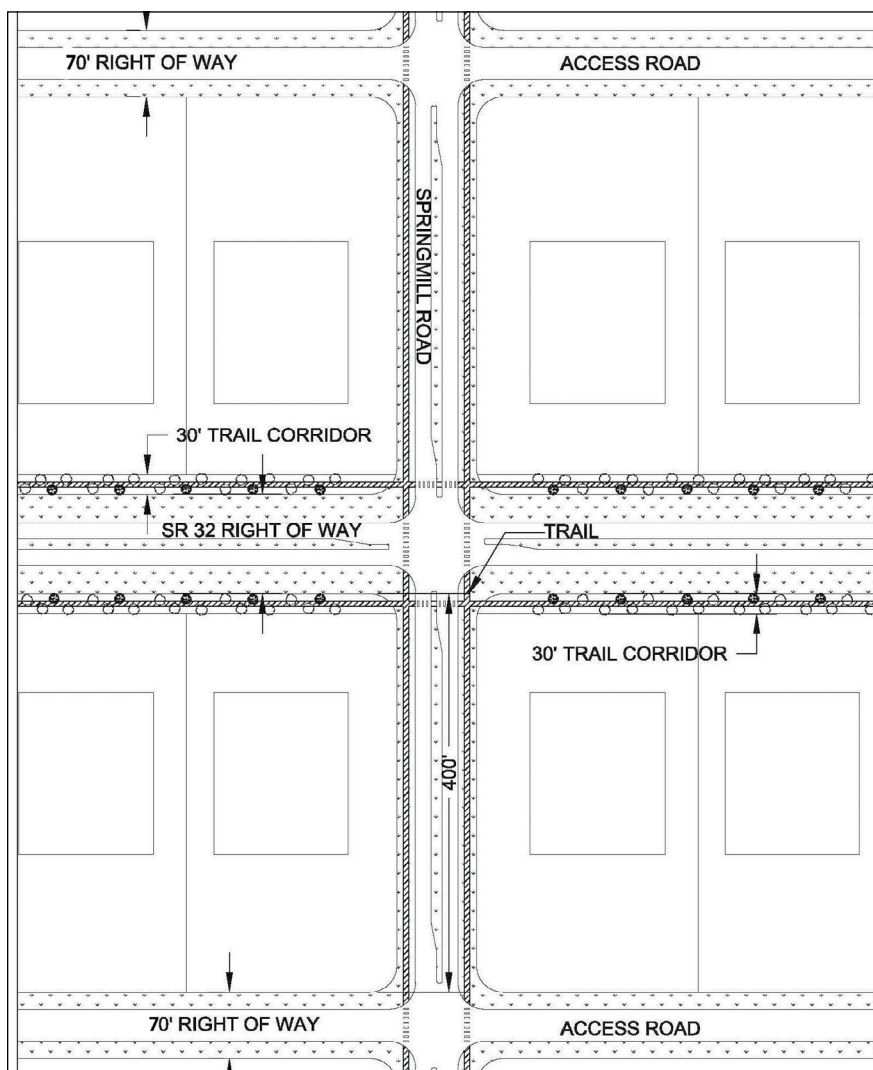


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3. Access roads in substantial compliance with the design plan included in FIGURE 5.3(2): ACCESS ROADS shall be provided for Lots along State Highway 32 unless the Council approves the development of a Lot without providing the normally required access road, and shall be dedicated as Right-of-way.
 4. Approval of an illustrative concept plan showing vehicular drive cuts as part of a zoning petition shall not constitute approval of curb cuts by the Council.
 5. In those cases where tracts can be accessed via a connection to an Arterial, Collector, Frontage Road or an adjoining Parking Area, new curb cuts shall not be permitted on State Highway 32.
 6. All developments shall provide for vehicular and pedestrian interconnectivity between neighboring uses, Parking Areas and developments in order to encourage and facilitate east/west vehicular movements without directly accessing State Highway 32. Cross access easements shall be provided to ensure continued access and connectivity between and through uses along the State Highway 32 corridor.
 7. Any existing curb cuts along State Highway 32 shall be vacated and eliminated as a condition of any discretionary approval for use or development of land on which such curb cuts are present, if an alternative vehicular access is available.
- G. **Setback Requirements:** The following setback requirements regulating the distance from State Highway 32 that buildings may be constructed shall supersede all other setback standards of this Ordinance.
1. **Maximum Setback:** The Established Front Yard on Lots abutting State Highway 32 or the Trail Corridor, as defined herein, shall be a maximum of one hundred and twenty (120) feet from the State Highway 32 right-of-way line or the edge of pavement, whichever results in a greater distance from the State Highway 32 centerline.
 2. **Minimum Setback:** The Established Front Yard on Lots abutting State Highway 32 or the Trail Corridor, as defined herein, shall be a minimum of thirty (30) feet from the State Highway 32 right-of-way line or the edge of pavement, whichever results in a greater distance from the State Highway 32 centerline. Signs shall be located a minimum of thirty (30) feet from the State Highway 32 right-of-way line.
- H. **Accessory Buildings:** No Accessory Building shall be erected in the Established Front Yard. For the purpose of this Article only, an Accessory Building shall not include the following: (i) if provided for public use and enjoyment: fountains, gazebos, picnic shelters, benches, public restrooms, drinking fountains, utility installations, bike racks, decorative walls and fences (not to exceed an average height of four (4) feet), hardscape amenities, landscaping, pavement, curbs and other similar improvements; or (ii) Monument Signs.

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I. **Building Height Requirements:**

1. Maximum Building Height: No maximum
2. Minimum Building Height: Eighteen (18) feet
3. Multiple Stories: Multiple stories are encouraged, but not required.

- J. **Building Size Requirements:** The Gross Floor Area requirements set forth below are intended to create a certain massing for buildings located within the corridor. Although it is contemplated some buildings may be acceptable with square footages below the minimum set forth herein, decisions to lower the requirement shall be considered on a case-by-case basis. In instances where the requirement set forth herein is lowered, enhanced architectural or site features (e.g., pergolas, outdoor seating, landscaped amenities) may be required.

1. Minimum Gross Floor Area: Five Thousand (5,000) square feet
2. Maximum Gross Floor Area: No maximum

K. **Architectural Design Requirements:**

1. General Design Theme Standards: Architectural variation is encouraged. These architectural requirements are intended to provide consistent architectural quality among buildings and other improvements within the corridor. All structures shall be thoughtfully designed in a manner that visually and functionally complements the existing topography.

articulated cornice

FIGURE 5.3(3): BUILDING MODULATION



pitched roof



modulated wall

defined base

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2. Building Elevation:

- a. All Building Façades shall have a defined base or foundation, a middle or modulated wall, and a top formed by a pitched roof or articulated, three-dimensional cornice as illustrated in FIGURE 5.3(3): BUILDING MODULATION.
- b. Building Façades, which are ninety (90) feet or greater in length, shall be designed with offsets (projecting or recessed) at intervals of not greater than sixty (60) feet. Buildings less than ten thousand (10,000) square feet in Gross Floor Area shall be designed with offsets at interval of not greater than forty (40) feet. Offsets shall extend the entire vertical plane of the Building Façade and shall be a minimum depth of four (4) feet and a minimum aggregate length of twenty percent (20%) of the horizontal plane of the overall Building Façade. The offset may be met with setbacks of the Building Façade and/or with architectural elements (i.e., arcades, columns, ribs, piers, and pilasters), if such architectural elements meet the minimum offset requirements of this requirement.

FIGURE 5.3(4): FAÇADE OFFSET



- c. Buildings shall be constructed with the same building material quality and level of architectural detail on all Building Façades (e.g., 360 degree architecture).
- d. Openings:
 - i. Design elements of the Building Façade shall be organized such that openings (including windows, doors, loading berths, faux windows and architectural or painted elements resembling openings) line up horizontally and vertically with other openings, as illustrated in FIGURE 5.3(5): DESIGN BALANCE.

FIGURE 5.3(5): DESIGN BALANCE



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- ii. Openings in a Building Façade shall be arranged in a balanced, relatively uniform fashion (see FIGURE 5.3(6): BALANCE OF OPENINGS).
- iii. Exceptions may be permitted if openings are organized in an aesthetically pleasing manner and constitute an essential artistic design element appropriate for the building type, scale, orientation, location and site.

FIGURE 5.3(6): BALANCE OF OPENINGS



- e. Gutters and Downspouts: Shall be visually integrated with the architectural style of the structure. The color of gutters and downspouts shall be selected to complement or to be consistent with the building materials.
- f. Roof:
 - i. Pitched Roofs:
 - (a) Pitched roofs shall be simply and symmetrically pitched and only in the configuration of gables and hips, with pitches ranging from 4:12 to 14:12 (see FIGURE 5.3(7): ROOF PITCHES).
 - (b) If standing seam panels are used then they shall be: (1) gray, black, dark blue, dark green, barn red or dark brown; and (2) made of a nonreflective material.
 - (c) Modulation of the roofs and/or roof lines shall be required in order to eliminate the appearance of box-shaped buildings, as illustrated in FIGURE 5.3(8): PITCHED ROOF - ROOF LINE MODULATION.

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FIGURE 5.3(7): ROOF PITCHES

HIP ROOF



GABLE AND HIP ROOF



GABLE ROOF



FIGURE 5.3(8): PITCHED ROOF - ROOF LINE MODULATION



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ii. Flat Roofs:

- (a) Flat roofs are permitted if edged by a parapet wall with an articulated, three-dimensional cornice as illustrated in FIGURE 5.3(9): ARTICULATED CORNICE.

FIGURE 5.3(9): ARTICULATED CORNICE



- (b) Parapet walls shall be fully integrated into the architectural design of the building to create seamless design transitions between the main building mass and roof-mounted architectural elements (which may include screening elements for roof-mounted equipment).
- (c) Modulation or variation of the roofs and/or roof lines shall be required in order to eliminate the appearance of box-shaped buildings. Buildings shall comply with at least one of the following:
- (1) A building with a flat roof shall have varying roof height sections, as illustrated in FIGURE 5.3(10): FLAT ROOF VARIATION. A varied roof section shall have a minimum roof height difference of five (5) feet from an adjacent roof section. The maximum horizontal roof line length without variation shall be sixty percent (60%) of the total length of the Building Façade's roof line.

FIGURE 5.3(10): FLAT ROOF VARIATION



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- (2) A roof line modulation shall include a vertical change in the visible roof line of at least four (4) feet, with a minimum aggregate modulation length of forty percent (40%) of each Building Façade, as illustrated in FIGURE 5.3(11): FLAT ROOF - ROOF LINE MODULATION. The maximum horizontal roof line length without modulation shall be sixty (60) feet, or forty (40) feet for Buildings with a Gross Floor Area less than ten thousand (10,000) square feet.

FIGURE 5.3(11): FLAT ROOF - ROOF LINE MODULATION



- iii. Dormers and cupolas shall be designed with appropriate details, proportion and style consistent with the overall building composition and roofed with symmetrical gable, hip or barrel roofs (see FIGURE 5.3(12): DORMERS AND CUPOLAS).

FIGURE 5.3(12): DORMERS AND CUPOLAS



- iv. All visible vents, attic ventilators, turbines, flues and other visible roof penetrations shall be: (a) painted to match the color of the roof or flat black; and (b) oriented to minimize their visibility from adjacent Lots and Streets.

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- g. Main Entrances:
- i. All buildings shall be designed with a main entrance and at least two (2) window openings associated with the main entrance.

FIGURE 5.3(12): WINDOW OPENINGS



- ii. Building entrances shall be clearly defined and articulated by multiple architectural elements such as lintels, pediments, pilasters, columns, awnings, porticos and other design elements appropriate to the architectural style and details of the building as a whole.

FIGURE 5.3(13): ENTRANCE ARTICULATION



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- iii. The location, orientation, proportion and style of doors shall complement the style of the building.
- h. Windows:
 - i. All window designs shall be compatible with the style, materials, color, details and proportion of the building. The number of window panes, the number of window openings, window trim and other architectural design elements designed to accent the windows shall be consistent with and complementary to the architectural style of the building (see FIGURE 5.3(14): WINDOW DESIGNS).

FIGURE 5.3(14): WINDOW DESIGNS



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- ii. Window trim and other architecture design elements designed to accent the windows shall be required for all windows. Acceptable design elements include shutters, keystones, masonry arches, awnings, decorative stone frames, masonry rowlock frames, as illustrated in FIGURE 5.3(15): WINDOW ACCENTS, or other such trim or design elements as approved by the Plan Commission or Director (see FIGURE 5.3(15): WINDOW ACCENTS).

FIGURE 5.3(15): WINDOW ACCENTS



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- i. Awnings:
 - i. Fixed or retractable awnings are permitted if they complement the building's architectural style, material, colors and details, as illustrated in FIGURE 5.3(16): AWNINGS.
 - ii. Awnings shall be made of a nonreflective material.
 - iii. All awnings shall be kept in good repair.
 - iv. Awnings used to comply with the architectural design requirements of this Article shall not be removed unless the Building Façade would otherwise comply with such architectural design requirements without such awnings.



FIGURE 5.3(16): AWNINGS



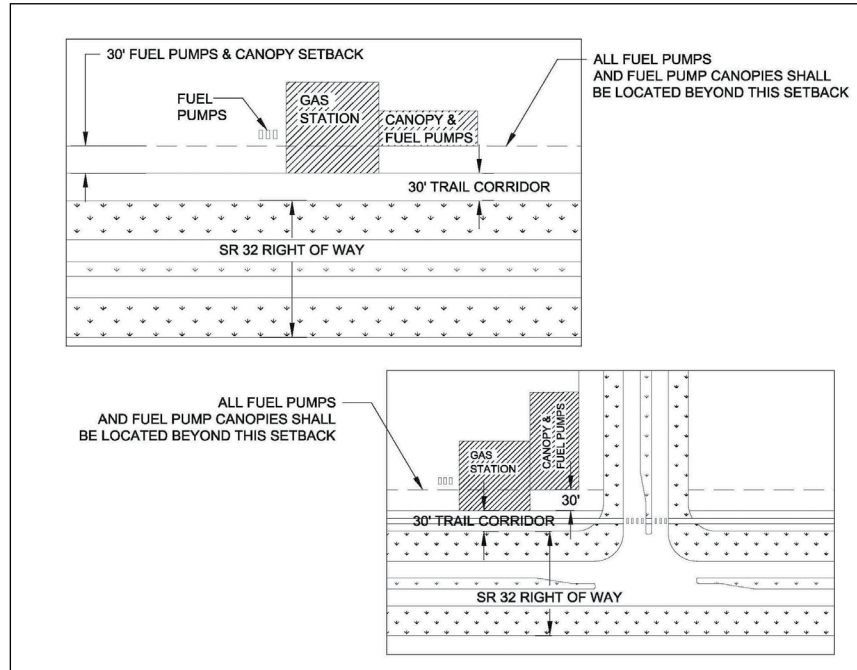
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- j. Drive-thrus and Fueling Stations: This section shall apply to: (i) Lots adjacent to the State Highway 32 right-of-way line or the Trail Corridor, as defined herein; and (ii) Lots where the Lot Line may not abut the State Highway 32 right-of-way line or Trail Corridor, but where the Lot is located in a manner that no significant structures can reasonably be constructed between the Lot and the State Highway 32 right-of-way line or Trail Corridor.
- Drive-thru windows and lanes shall not be permitted in between the State Highway 32 right-of-way line or the Trail Corridor and the Building Façade nearest to said right-of-way line (e.g., Established Front Yard) or Trail Corridor.
 - Vehicular fuel pumps and canopies shall be setback a minimum of thirty (30) feet farther from the State Highway 32 right-of-way line than the Established Front Yard of the



Principal Building to which fuel pumps or canopies are appurtenant or associated as illustrated in FIGURE 5.3(17): FUEL PUMP/CANOPY LOCATION.

FIGURE 5.3(17): FUEL PUMP/CANOPY LOCATION



k. Building Materials:

- i. Masonry Materials shall be the preferred and primary exterior building material used on buildings within the corridor.
 - ii. Masonry Materials shall be used to create a wainscot or brick-wrap effect around buildings.
 - iii. A minimum of sixty percent (60%) of each Building Façade, exclusive of windows (including faux windows and glazing), doors and loading berths, shall be covered with Masonry Materials.
 - iv. No more than twenty-five percent (25%) of each Building Façade, exclusive of windows (including faux windows and glazing), doors and loading berths, may be covered with metal, Fiber Cement Siding, Polymeric Cladding, E.I.F.S., stucco, or vinyl exterior building materials.
 - v. In order to create an aesthetically pleasing appearance and to create an appearance of high-quality, visually interesting architecture, increased and enhanced use of Masonry Material and other architectural ornamentation shall be required around building entrances and on Building Façades visible from State Highway 32.
- l. Accessory Buildings: All Accessory Buildings shall be architecturally compatible with the Principal Building(s) with which they are associated.

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L. Trail Corridor Requirement:

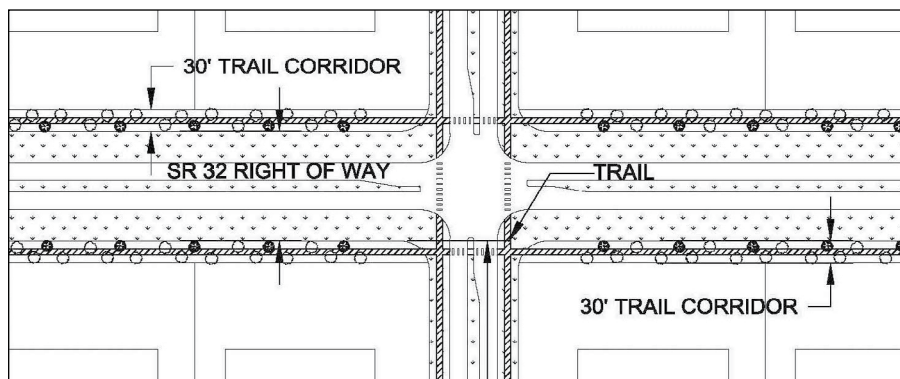
1. Purpose: The purpose of this section is to establish an alternative transportation corridor along both sides of State Highway 32 by requiring an alternative transportation trail and various other amenities to be installed along State highway 32 on all Lots abutting State Highway 32.
2. Requirement: A linear green space (the "Trail Corridor") along each side of State Highway 32 that contains the alternative transportation trail mentioned herein shall be provided. The following improvements shall be prohibited within the Trail Corridor, unless otherwise approved by the City: Detention Areas, Retention Areas, Monument Signs.
3. Public Property: It is the policy of the City that the Trail Corridor (as defined herein) and the improvements therein will be owned and maintained by the City. It is the policy of the City to have the real estate within the Trail Corridor acquired, pledged, contracted or granted prior to the development of adjacent Lots.
4. Trail Corridor Design Standards:
 - a. Trail Corridor Width: The Trail Corridor shall be a minimum width of thirty (30) feet parallel and immediately abutting the State Highway 32 right-of-way line or the edge of pavement, whichever results in a greater distance from the State Highway 32 centerline.
 - b. Alternative Transportation Trail Design: The trail improvements shall be installed in substantial compliance with FIGURE 5.3(18): TRAIL CORRIDOR DESIGN and shall be a minimum of eight (8) feet in width and constructed of asphalt material in compliance with the City's Construction Standards (see also [Article 7.3 Principles and Standards of Design](#)). Construction of the trail with a meandering design is encouraged.
 - c. Inter-connectivity: All developments along State Highway 32 shall provide for alternative transportation inter-connectivity between neighboring uses, developments and the Trail Corridor in order to encourage and facilitate alternative transportation movements without directly accessing State Highway 32. Cross access easements and connections to the alternative transportation trail referenced above shall be appropriately provided to ensure continued alternative transportation access and connectivity between and through uses along the Trail Corridor (see also [Article 8.3 Easement Standards](#)).
5. Trail Corridor Plantings: The primary landscaping materials used within the Trail Corridor shall be shade trees, ornamental trees, shrubs, Groundcover and grass.
 - a. A minimum of three (3) shade trees and one (1) ornamental tree shall be provided per every one hundred (100) linear feet of Trail Corridor along State Highway 32. Installation of plantings on both sides of the alternative transportation trail referenced above is encouraged. All trees shall be a minimum of two and one-half (2.5) inches in caliper at the time of planting.

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- b. Shade trees planted with the Trail Corridor shall be spaced a minimum of fifteen (15) feet and no more than forty (40) feet apart.
 - c. Landscaping required within the Trail Corridor shall be counted toward meeting the requirements of [Article 6.8 Landscaping Standards](#), as if the Trail Corridor were a part of the adjacent Lot being developed.
6. Trail Corridor Mounds/Berms: The construction of intermittent, undulating mounds or berms within the Trail Corridor is encouraged, but not required. If mounds or berms are installed, then they should be designed in a manner that complements other improvements in the vicinity and in no event shall such mounds or berms be installed in a manner that unsafely inhibits vehicular line of sight (see also [Article 6.19 Vision Clearance Standards](#)) or use of the alternative transportation trail.

FIGURE 5.3(18): TRAIL CORRIDOR DESIGN



M. Miscellaneous Requirements:

1. Loading Berths:
 - a. Loading berths shall be oriented in a manner so they are not visible from State Highway 32 and in a manner that minimizes their visibility from other Rights-of-way and adjacent properties.
 - b. The use of loading berth enclosures shall be utilized where appropriate in order to accomplish the design objectives of this subsection.
 - c. All loading berths shall be adjacent to the Principal Building and located entirely within the Side or Rear Yard.
 - d. Loading berths shall be screened to the extent reasonably necessary by installing solid, opaque walls or fences (chain link fences or a variation thereof shall not be permitted). Mounds or berms may also be utilized, or utilized in combination with walls or fence enclosures, to provide screening. Special attention shall be given to accomplish the design objectives herein for visibility of loading berths from adjacent properties and Rights-of-way.
 - e. Loading berth walls and fences shall be softened by installing the following adjacent to such screens, except no landscaping shall be required adjacent to access and delivery doors or gates:
 - i. One (1) ornamental or evergreen tree every thirty (30) feet.
 - ii. Five (5) shrubs every thirty (30) feet.

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2. Mechanical Equipment:

- a. Screening of mechanical equipment, satellite dishes and other similar improvements shall be completely and permanently screened from view of Rights-of-way and adjoining properties.
- b. When attached to the ground, screening methods shall include a mound/berm or an opaque wall or fence enclosure of a material that matches or complements the Principal Building to which it is appurtenant.
- c. When roof-mounted, screening methods shall include parapet walls, enclosures or other similar architectural treatment that matches or complements the Principal Building to which it is appurtenant.

3. Walls and Fencing:

- a. The following wall and fence types are permitted within the 32 Overlay Zone: Masonry Material, decorative metal (wrought iron, or wrought iron in appearance) or finished wood (stained or painted). In areas requiring security, decorative metal fencing with a spiked or curved top profile or razor/concertina/barbed wire mounted inside a solid fence or wall is recommended. This type of fence shall only be permitted with the express written approval of the Director and may not be permitted in all cases based on the visibility of the fence.
- b. The following wall and fence types are prohibited in areas visible from outside the Lot on which such walls or fences are installed: nonsolid and/or unfinished wood, chain link (with or without slats), nondecorative corrugated metal, electrified fences and razor/concertina/barbed wire.
- c. Walls and fencing shall not be located in an Established Front Yard.
- d. If walls or fencing consists of the same building materials as used on the Principal Building to which they are appurtenant, then they shall be permitted to extend into a Side Yard in a manner that is flush with the Front Building Façade of the Principal Building.
- e. If walls or fencing do not consist of the same building materials as used on the Principal Building to which they are appurtenant, then they shall not be permitted to extend into a Side Yard in a manner that is flush with the Front Building Façade of the Principal Building. Instead such walls or fencing shall be setback a minimum of an additional eight (8) feet from the Established Front Yard.

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Issue List
Wheeler Landing PUD Amendment III (Portillo's)

The list below includes issues that were raised in the written comments submitted at the March 2, 2020, Plan Commission public hearing, and issues presented during the public hearing, as compiled by the Community Development Department. Duplicate or similar issues have been consolidated and simplified for purposes of this list.

State Road (SR) 32 Overlay Design Standards

- 1. How are the materials proposed for this building consistent with other buildings along the SR 32 corridor?**
- 2. Would you consider more brick variant on the facades to fall more in line with the SR 32 Building Material requirements? Would more masonry better help display wall graphics, signage and screening on the building?**
- 3. Portillo's has a variety of building designs, would you consider a different design that resembles a warehouse/distillery theme that is similar to the Fishers location?**
- 4. The corner of SR 32 and Wheeler Road is a gateway not only into Grand Park, but from the Monon Trail and for visitors entering the City. Can you describe how this building's design is unique, yet familiar to the area? For residents and visitors alike?**
- 5. How would this building prevent monotonous design compared to surrounding properties that more closely comply with the SR 32 Overlay design standards?**
- 6. How does the proposed PUD amendment improve the character/design of the building compared to what is required in the SR 32 Overlay?**

Orientation of Building and Site Layout

- 7. How would the site layout change if you modified the orientation of the building in the following ways:**
 - a. Flip the building 180° so the patio faces SR 32 and the dumpster enclosure faces Tournament Trail;**
 - b. Relocate the building on the west side of the site;**
 - c. Have one front façade facing SR 32 and the other front façade facing Wheeler Road.**
- 8. Would modifying the site layout/orientation of the building be better suited facing SR 32, addressing the gateway leading into Grand Park? Please explain the rationale used for the back of the building facing SR 32.**

9. How do you plan on addressing the parking spaces abutting the internal drive on the west side of the site? Is there any way to address this from a safety concern regarding traffic flow?

Lighting and Landscaping

10. How does the proposed lighting and landscaping increase the overall aesthetics of the parking area? Is there a way to modify the lighting or landscaping to enhance aesthetics of the parking area?
11. With cars driving in the drive-thru, how are headlights screened from SR 32 traffic?

Efficient Building and Lot Size

12. Is the property efficiently sized to support the proposed:
 - a. Building footprint;
 - b. Parking;
 - c. Drive-thru.

Screening

13. How do you plan on mitigating views from the bridge for the following items:
 - a. Roof-mounted equipment;
 - b. Dumpster enclosure.

Issue List
Wheeler Landing PUD Amendment III (Portillo's)

The list below includes issues that were raised in the written comments submitted at the March 2, 2020, Plan Commission public hearing, and issues presented during the public hearing, as compiled by the Community Development Department. Duplicate or similar issues have been consolidated and simplified for purposes of this list.

State Road (SR) 32 Overlay Design Standards **Please see attached narrative in response to questions 1-6 below.**

1. How are the materials proposed for this building consistent with other buildings along the SR 32 corridor?
2. Would you consider more brick variant on the facades to fall more in line with the SR 32 Building Material requirements? Would more masonry better help display wall graphics, signage and screening on the building?
3. Portillo's has a variety of building designs, would you consider a different design that resembles a warehouse/distillery theme that is similar to the Fishers location?
4. The corner of SR 32 and Wheeler Road is a gateway not only into Grand Park, but from the Monon Trail and for visitors entering the City. Can you describe how this building's design is unique, yet familiar to the area? For residents and visitors alike?
5. How would this building prevent monotonous design compared to surrounding properties that more closely comply with the SR 32 Overlay design standards?
6. How does the proposed PUD amendment improve the character/design of the building compared to what is required in the SR 32 Overlay?

Orientation of Building and Site Layout **Please also refer to attached narrative.**

7. How would the site layout change if you modified the orientation of the building in the following ways:
 - a. Flip the building 180° so the patio faces SR 32 and the dumpster enclosure faces Tournament Trail; **places drive through traffic in the middle of the site**
 - b. Relocate the building on the west side of the site; **increases traffic at the building itself, which needs to be pedestrian friendly**
 - c. Have one front façade facing SR 32 and the other front façade facing Wheeler Road. **Places the drive through traffic in the middle of the site.**
8. Would modifying the site layout/orientation of the building be better suited facing SR 32, addressing the gateway leading into Grand Park? Please explain the rationale used for the back of the building facing SR 32. **See attached**

9. How do you plan on addressing the parking spaces abutting the internal drive on the west side of the site? Is there any way to address this from a safety concern regarding traffic flow? **Parking for the Wheeler Landing is anticipated to be a shared and interconnecting feature, which Portillo's will be a participant. The IDOT approved (in concept) entrance to the development will be shared by Portillo's, although it is not considered the "main" entrance, which would be from Tournament Trail. Parking along this secondary entrance point will be reserved for employees, with restrictive signage in place. Further, wheel-stops will be incorporated into these parking spaces to prevent traffic entering the Portillo's site in any way other than the anticipated traffic paths. Employees will arrive and exit in off-peak hours, significantly reducing the concern for traffic interference.**

Lighting and Landscaping

10. How does the proposed lighting and landscaping increase the overall aesthetics of the parking area? Is there a way to modify the lighting or landscaping to enhance aesthetics of the parking area? **Lighting and Landscape requirements of the Overlay will be met**
11. With cars driving in the drive-thru, how are headlights screened from SR 32 traffic? **Site elevation is approximately 4' above street level and intense shrubbery will be installed along the drive through lane.**

Efficient Building and Lot Size

12. Is the property efficiently sized to support the proposed: **Site is adequate to accommodate the Portillo's and all aspects of its operation.**
- a. Building footprint;
 - b. Parking;
 - c. Drive-thru.

Screening

13. How do you plan on mitigating views from the bridge for the following items:
- a. Roof-mounted equipment; **louvered screening to match the color of the roof**
 - b. Dumpster enclosure. **Raised masonry walls and a cover/lid on the compactor/dumpster**

Miscellaneous

14. Is Portillo's going to operate a food truck from or out of this location? **Not a regularly planned activity, although a food truck may arrive on site as part of the grand opening festivities.**

Response to Issue List Items 1-13 Wheeler Landing PUD Amendment III (Portillo's)

The City of Westfield has developed the Grand Park Sports Campus, which is 400 acres of athletic activities for the gathering of competitors, their family and friends from across the State, as well as for the citizens of Westfield. This development is spurring the entrance of new development along the boundaries of the campus, which includes Wheeler Landing. The construction of the Monon Trail along Wheeler Road in this area assures the further viability of the new businesses that will develop in the acreage north of Highway 32 towards Grand Park.

The Sports Campus must be supported by a variety of services that can serve the thousands of visitors to the area. Wheeler Landing is anticipated to be a large provider of these services and must represent the character of the Park as an active, celebratory, and group-oriented development encouraging pedestrian activity and offering locations for families and teams to share leisure time after the competitions or practices.

The proposed Portillo's restaurant is anticipated to be a large contributor to the synergy and excitement of the Grand Park atmosphere. The site is on the southern end of the overall Wheeler Landing development, but its focus is the Landing development to the north. The City's desire to extend Tournament Trail across Wheeler created this lot as the furthest corner of the development, however pedestrian and vehicular connection to the northern Grand Park is to be provided by pedestrian and vehicular site connectivity as well as by the use-orientation of the businesses towards the complex. Although other uses along Highway 32 are site and use-oriented to Highway 32, those uses are more traditional "local" use businesses that do not cater specifically to the Grand Park theme.

The design of the Portillo's building is meant to reflect the fact that this development is something out of the ordinary; something special. Those businesses that support Grand Park should be allowed to be unusual, yet familiar to residents, while still meeting high standards of development as outlined in the Overlay. There is not a city in the Midwest that did not have a local diner or restaurant where neighbors met up for a meal, a conversation, or a celebration after a baseball game, a high school football game, or a dance. This is the theme behind the Portillo's choice for the contemporary diner building in Westfield. The materials used on the building are representative of the design and theme of the building and may not be the full masonry of neighboring buildings, but high-end and long lasting none the less. The clean sleek look of the diner building is grounded in a dark brick base that encircles the building footprint.

Specifically speaking, the building's massing and fenestration meets the Overlay requirements, and the articulation requirements on the drive through lane are met with the exception of the depth of the vertical articulation. As this façade is a functional part of the building, the depth must meet the operational needs of the purpose, which is food and payment delivery from a vehicle.

Portillo's is a family restaurant that caters to creating a fun, casual, and relaxed atmosphere that allows kids to be kids, and their families to enjoy superbly prepared food for any palette. The

design adage “form follows function” is perfectly reflected in the Portillo's diner building. Customers know they are in for an experience when they see the building and are sure of that when they walk in to a vibrant and high sensory interior design. The seating allows parties of any size to gather together and share a meal and conversation, whether an entire team celebrating a good game, or a family looking for some quality time.

The Highway 32 Corridor Overlay is an effective protection of development along the Highway 32 drive, and the major points of its restrictions are widely respected in the Wheeler Landing development, and Portillo's in particular. Let's look at the site layout in particular. Placement of the building on the eastern side of the parcel matches the proposed orientation of the future buildings close to Wheeler Road going north, creating a more urban-scape atmosphere. In placing the building here, the pedestrian circulation on the overall development is protected by hugging the site perimeter with the drive through lane. Portillo's has enlarged their patio and oriented it towards Tournament Trail, which is on the access path for pedestrian traffic from both the Grand Park area and the Monon Trail overpass that crosses Highway 32 and re-connects with ground level just north of the Portillo's site. As the site has three road frontages, a limitation is created in placement of the drive through lane path and the location of the service yard along the Hwy 32 frontage. Per the Overlay, the actual drive through windows are oriented away from Hwy 32, as are the required 7 stacking spaces. What is exposed to Hwy 32 is the access to the drive through, which will be screened by landscaping as well as a grade change above Hwy 32 of anywhere from 4-5 feet. In addition, the service yard is integrated into the overall building, and not a stand-alone structure. Constructed of brick, Portillo's has increased the wall height to 10 feet and will embellish the walls with hand-painted graphics representing local community features such as the Wheeler Airport and the Westfield Highschool 'Rocks logo. A combination of shrubbery plantings along the drive-through lane path and the elevation of the site about 4 feet above street grade will screen the headlights of these vehicles.

The drive-through elevation, which faces Wheeler Road and the Trail overpass, is articulated with drive-through window features that rise visually above the main building wall, and a striking building “fin” that reaches above the roofline to a height that matches the entry feature on the west elevation. A large expanse of storefront along this façade breaks up the monotony of a standard drive through lane and adds to the lightening of the building “weight”. Although it is impossible to hide the rooftop view from pedestrian traffic on the elevated Trail, the rooftop units will be screened with a louvered panel that matches the roof color. This rooftop view situation is repeated on the other side of the Trail into the McDonalds and other users on the east side of Wheeler Road; it's hard to hide that. With the increased height of the service yard walls and the cover on the compactor, there will be no direct view into the service yard.

Customers that are seated on the patio will look onto the entry of Tournament Trail, which is a heavily landscaped entry point into Wheeler Landing, and also oriented towards the point of landing for the elevated Monon Trail. This view is bound to be more palatable than the high traffic counts along Hwy 32, with less exposure to traffic noise and exhaust, especially the high volume of truck traffic on Hwy 32.

The increased landscape requirements will be met within the Portillo's development without variation, save the allowance for the required foundation landscaping on the drive through elevation to be situation on the outside (eastern side) of the drive through lane, adding to the

screening effect of the drive-through lane. The patio area will contain numerous potted plants, which are more reflective of a patio atmosphere and offer the opportunity to group flowering plants in the seating area, much like one would do on a home deck. The development will contain approximately 30 new trees, both ornamental and shade, distributed throughout the parking area and the perimeter, along with hundreds of shrubs, ornamental grasses, and flowering plants. Further, the intersection of Wheeler Road and Tournament Trail will be heavily landscaped as the gateway to the development. The provision of an eight-foot trail along Hwy 32 will allow pedestrian and bike traffic, which is a goal of the Overlay.

Parking for the Wheeler Landing is anticipated to be a shared and interconnecting feature, which Portillo's will be a participant. The IDOT approved (in concept) entrance to the development will be shared by Portillo's, although it is not considered the "main" entrance, which would be from Tournament Trail. Parking along this secondary entrance point will be reserved for employees, with restrictive signage in place. Further, wheel-stops will be incorporated into these parking spaces to prevent traffic entering the Portillo's site in any way other than the anticipated traffic paths. Employees will arrive and exit in off-peak hours, significantly reducing the concern for traffic interference.

On the whole, the Portillo's building and site is in adherence to the Overlay requirements in terms of "enhancing the aesthetic qualities of the highway corridor and the transportation functionality and safety of the highway". The site design meets the functionality of the use, respecting the surrounding uses of a three-sided site, and the building design and materials chosen represent the theme of the proposed restaurant while respecting the intent of the Overlay to assure the high quality development that Westfield intends to pursue. Guidelines such as these are meant as a protection to the visual cityscape and offer the City the ability to review each project within the Overlay to assure these high standards are maintained, allowing for a fresh new take on the overall scope of the intent: Quality design in both building and site.

From: [Johnathon Nail](#)
To: [Caleb Ernest](#)
Subject: Portillo's Site Layout
Date: Monday, March 9, 2020 10:37:55 AM

All,

I met with Portillo's on Friday afternoon (3/6). In response to comments received, they had their engineer develop a "flipped" site plan in which the building sits on the west side of the lot. This layout would require an access point very close to the intersection of Wheeler and Tournament Trail. The proximity of the access point would be problematic from a traffic safety perspective. Specifically, the following situations would occur:

- Difficulty making safe left turns out of the Portillo's site (proximity to intersection, sight distance)
- Difficulty getting into the Tournament Trail Eastbound-to-Northbound left turn lane to go north on Wheeler Road
- Vehicles exiting Portillo's onto Tournament Trail will be relying on driver's to "let them in" while waiting for the signal to change to green at Wheeler and Tournament Trail

We try to achieve some minimum distance of separation between a lot's access point and an adjacent signalized intersection. This minimum distance depends on factors like speed, traffic volume, lane configurations, and topography. The "flipped" site layout does not achieve an appropriate separation. The original site layout is significantly safer from a traffic mobility perspective.

I felt like it was important to convey this information to you all as you review the proposed project. Feel free to reach out if you have any additional questions.

Thanks,
John

Johnathon Nail | City Engineer

Public Works | 2728 East 171st Street | Westfield, IN 46074
jnail@westfield.in.gov | 317-430-6750



From: [Johnathon Nail](#)
To: [Caleb Ernest](#)
Cc: [Kevin M. Todd, AICP](#)
Subject: Additional Portillo's Exhibit
Date: Thursday, April 2, 2020 5:00:06 PM

Caleb,

After some additional review of the Portillo's site, please find my update below. Feel free to include it as an additional exhibit similar to my previous email.

APC Members,

The City of Westfield Department of Public Works has worked extensively with the Developer on Portillo's and other Wheeler Landing site layouts along SR 32. I'd like to provide a follow up to my email sent to Community Development on 3/9. In that email, I discussed why a "flipped" site plan presented several safety concerns from a traffic perspective.

Over the past few weeks, I have continued to work with the Developer on this site. Upon further review, it is my opinion that the proposed Portillo's site plan is the best layout given the unique site constraints such as zoning requirements, parking needs, and project economics. Furthermore, I'd be happy to meet as needed to discuss individual concerns as we move forward in the approval process.

Thanks,
John

Thanks,
John

Johnathon Nail | City Engineer

Public Works | 2728 East 171st Street | Westfield, IN 46074
jnail@westfield.in.gov | 317-430-6750





Portillo's Hot Dogs, LLC • 2001 Spring Road, Suite 400, Oak Brook, IL 60523-3930 • 630-954-3773 • fax 630-954-5851 • www.portillos.com

June 26, 2020

Mr. Kevin Todd
Advisory Plan Commission
130 Penn Street
Westfield, IN 46074

Re: Parking for Proposed Portillo's, Wheeler Landing, Westfield, IN

Dear Mr. Todd:

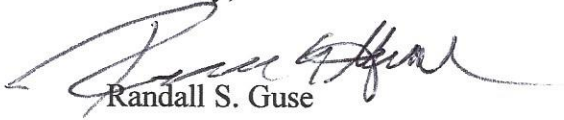
A question has been asked about the parking layout of the proposed Westfield Portillo's. Specifically, an APC member asked what Portillo's experience has been in our Indianapolis restaurant on US 31 where the parking layout is similar to what has been designed for Westfield. The layout has parking spaces along a drive aisle that accesses the parking lot. This is a common design in retail centers. While it may appear that there is a road adjacent to the parking spaces when looking at the plan, it is in fact a drive aisle in a retail center. The first space is 96 feet from the edge of the Route 32 roadway.

I spoke to the General Manager of this restaurant, Mr. David Pesenko. Mr. Pesenko, who has been our General Manager of this location since opening nearly two years ago, told me the following:

- We use these parking spaces in Indianapolis for team member (employee) parking to limit the in and out movement from the spaces. In Westfield, we intend to do the same thing and have agreed to label them as "Employee Parking Only".
- By using the spaces for team members, they are usually occupied before the restaurant opens and guests arrive.
- We have never had issues with employees struggling to get in or out of those spaces, traffic congestion nor have we had any accidents. As the General Manager, Mr. Pesenko would be aware of any such issues.

Overall, because we have not had issues or accidents in Indianapolis, both Mr. Pesenko and I do not expect any problems with the similar parking spaces in Westfield.

Sincerely,



Randall S. Guse
Vice President of Real Estate

Cc: Mr. David Pesenko

**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION**

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, March 2, 2020, 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.	2003-PUD-02
Ordinance No.	20-08
Petitioner	Portillo's Hot Dogs by HD Consulting Services Group, Inc.
Description	An amendment to the State Highway 32 Overlay District and the Development Standards of the Wheeler Landing Planned Unit Development (PUD) District.

On July 6, 2020, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 7 in favor, 2 opposed).

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



Kevin M. Todd, Secretary

July 7, 2020

Date

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between the City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Lochmueller Group, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1700728

Project Description: East Street Extension Project, INDOT Contract No: R-40284, PCN 1700728

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be July 1, 2022. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$499,970.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI **GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or

employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all

applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all

applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. Delays and Extensions. The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title

VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees as follows:
 - (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

- (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred

to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or

omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a “Notice”) under this Contract shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Westfield
2706 E. 171st Street
Westfield, Indiana 46074

Notices to the CONSULTANT shall be sent to:

Lochmueller Group, Inc.
6200 Vogel Road
Evansville, Indiana 47715

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service’s cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT’s response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials (“Work Product”) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA’s prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT’s expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of

any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to: City of Westfield, 2706 E. 171st Street, Westfield, Indiana 46074
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be affected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Contract is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Contract is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LOCHMUELLER GROUP, INC.

CITY OF WESTFIELD

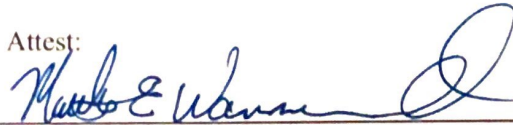
 7/7/2020

Carl D. Camacho, PE
Vice President/Regional Office Manager

Signature

(Print or type name and title)

Attest:



Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX “A”

SERVICES TO BE FURNISHED BY CONSULTANT

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

1.0 ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section 2.0 below of this Appendix, the CONSULTANT shall provide one (1) full-time Resident Project Representative and up to two (2) full-time Inspector as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the Indiana Department of Transportation (INDOT) and no personnel shall be assigned to the project until LPA and INDOT approval is obtained.

The Project Inspector shall take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The Project Inspector shall coordinate project activities with the LPA's Project Coordinator and INDOT Area Engineer.

2.0 DESCRIPTION OF SERVICES

2.1 Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the LPA detailed documentation concerning its acceptability.

2.2 Conferences: If requested, attend pre-construction conferences as directed by the LPA, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the LPA, State, and Federal Highway Administration to review working details of the project. The LPA, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

2.3 Liaison: Serve as the LPA's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Project Inspector shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LPA and

- INDOT by the Project Inspector.
- 2.4 Cooperate with the LPA in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
 - 2.5 Assist the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
 - 2.6 Assist the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
 - 2.7 Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
 - 2.8 Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
 - 2.9 Shop Drawings:
 - 2.9.1 Receive shop drawings and falsework drawings and then forward to the Design Consultant or INDOT for review.
 - 2.9.2 Record receipt of reviewed shop and falsework drawings, specifications and other submissions and maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - 2.9.3 Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before review of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
 - 2.10 Review of Work, Inspection and Tests:
 - 2.10.1 Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - 2.10.2 Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Testing Frequency Manual. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
 - 2.10.3 Verify that required testing has been accomplished.
 - 2.11 Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
 - 2.12 Records:
 - 2.12.1 Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - 2.12.2 Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or

- log book to the LPA.
- 2.12.3 Maintain for the LPA, a record of names, addresses and telephone numbers of all subcontractors and major material suppliers.
- 2.12.4 Maintain a set of drawings on which authorized changes are noted, and deliver to the LPA upon request, but in any event at the completion of the project.
- 2.12.5 Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA.
- 2.13 Reports: Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- 2.14 Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor shall be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
- 2.15 Project Responsibility: The Project Inspector shall be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
- 2.16 Work Schedule and Suspension: The CONSULTANT'S crew shall be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT Area Engineer and project budget. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
- 2.17 Contract Administration: The CONSULTANT shall administer the contract in accordance with INDOT procedures.
- 2.18 Utility Relocation Inspection: Monitor the relocation of utilities within the project limits to verify that conflicts between the project construction and utilities are minimal; review and approve invoices for federal reimbursement of utility relocation costs.
- 2.19 Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or prepare falsework drawings and shop drawings for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT. For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

3.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:

- 3.1 Advising or assuming control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 3.2 Advising or assuming control over security or safety practices, precautions, and programs in connection with the activities or operations of LPA or Contractor.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA

The LPA shall furnish the CONSULTANT with the following:

- 1.0 LPA shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT and the LPA.
- 2.0 Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

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APPENDIX “C”

SCHEDULE

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

The CONSULTANT shall be prepared to begin the work under this Agreement within five (5) calendar days after the execution of this Agreement. The CONSULTANT shall complete and deliver the final construction record and final estimate to the LPA within forty five (45) calendar days after the contractor's last day of work.

APPENDIX “D”

COMPENSATION

1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed Four Hundred Ninety-Nine Thousand Nine Hundred Seventy Dollars (\$499,970.00), unless a modification of the Agreement is approved in writing by the LPA.
- 1.2 The CONSULTANT shall be paid for providing the services set forth in Sections 2.1 through 2.18, inclusive, of Appendix “A” of this Agreement based on the actual hours of work performed in accordance with the following rate schedule:

	2020 Regular Rate	2020 Overtime Rate	2021 Regular Rate	2021 Overtime Rate	2022 Regular Rate	2022 Overtime Rate	2023 Regular Rate	2023 Overtime Rate
Lochmueller Group, Inc.								
Senior Project Manager I	\$191.05	\$219.48	\$196.78	\$226.06	\$202.68	\$232.84	\$208.76	\$239.83
Construction Project Supervisor II	\$147.84	\$169.84	\$152.28	\$174.94	\$156.85	\$180.19	\$161.56	\$185.60
Construction Project Supervisor I	\$116.83	\$134.22	\$120.33	\$138.24	\$123.94	\$142.38	\$127.66	\$146.66
Construction Engineer III	\$155.16	\$178.25	\$159.81	\$183.59	\$164.60	\$189.10	\$169.54	\$194.77
Construction Engineer II	\$124.59	\$143.13	\$128.33	\$147.43	\$132.18	\$151.85	\$136.15	\$156.41
Construction Engineer I	\$118.20	\$135.79	\$121.75	\$139.87	\$125.40	\$144.06	\$129.16	\$148.38
Construction Inspector II	\$113.16	\$130.00	\$116.55	\$133.90	\$120.05	\$137.92	\$123.65	\$142.05
Construction Inspector I	\$100.43	\$115.38	\$103.44	\$118.83	\$106.54	\$122.40	\$109.74	\$126.07

JQOL	2020 Regular Rate	2020 Overtime Rate	2021 Regular Rate	2022 Regular Rate	2023 Regular Rate
Principal Engineer	\$187.79	\$220.29	\$195.31	\$203.12	\$211.24
Project Engineer IV	\$138.88	\$162.92	\$144.44	\$150.21	\$156.22
Inspector – Engineer	\$138.88	\$162.92	\$144.44	\$150.21	\$156.22
Project Supervisor/Inspector	\$93.90	\$110.15	\$97.65	\$101.56	\$105.62
Inspector	\$86.67	\$101.67	\$90.14	\$93.75	\$97.50
Design Tech	\$76.39	\$89.61	\$79.44	\$82.62	\$85.93

- 1.3 For those services performed by the CONSULTANT, the CONSULTANT shall be reimbursed for mileage at the current INDOT allowable mileage reimbursement rate at the time the mileage is incurred.
- 1.4 For those services performed by other than the CONSULTANT, the CONSULTANT shall be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.
- 1.5 In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. The

CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the 40-hour weekly total. Overtime premium wages will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy.

2.0 Method of Payment

- 2.1 The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:
City of Westfield
2706 E. 171st Street
Westfield, Indiana 46074
- 2.2 The invoice vouchers shall represent the value to the LPA of the partially completed work as of the date of the invoice voucher. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last invoice voucher was submitted, and the hourly rate.
- 2.3 If the LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, the LPA shall send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's last known address.
- 2.4 If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify the LPA and the status will be evaluated.

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ORDINANCE 20-24

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

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

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

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

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

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

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

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

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

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

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

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

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

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

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

Cindy J. Gossard, Clerk-Treasurer

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

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

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A
ANNEXATION AREA

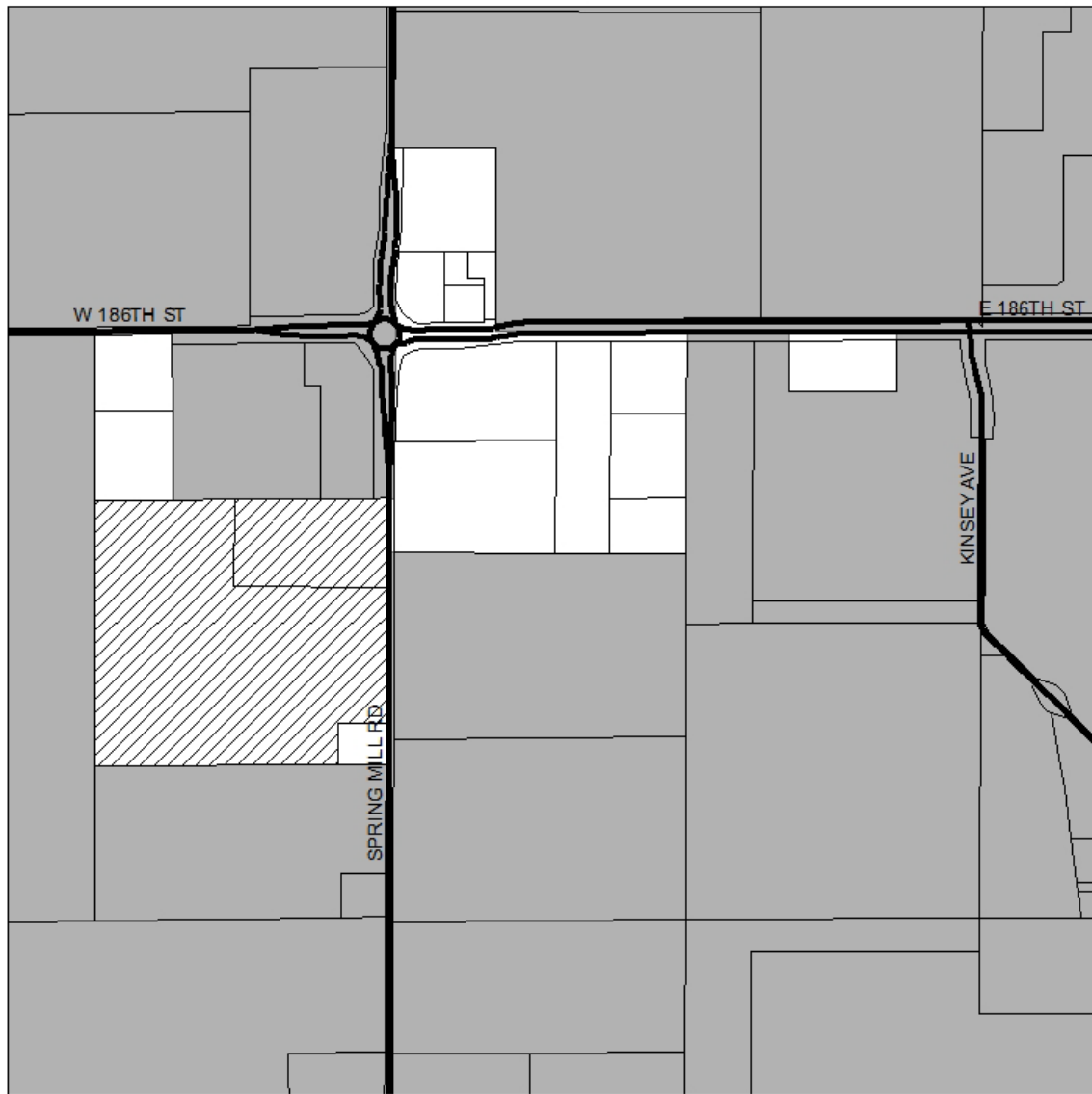


EXHIBIT LEGEND

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

Not To Scale

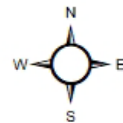


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes two (2) parcels of land:

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

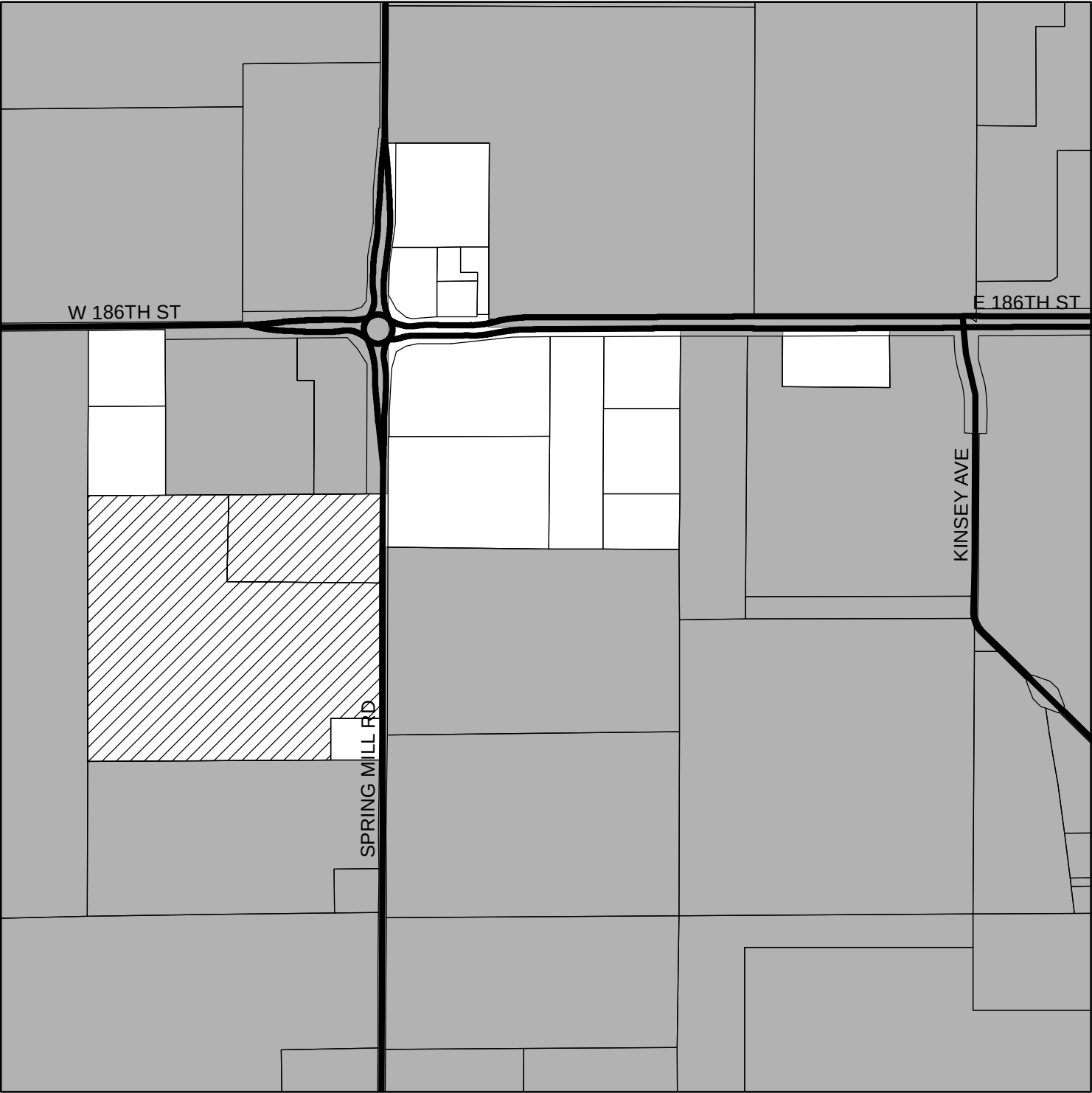
BEGIN AT A POINT OF 46 RODS SOUTH OF THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER, THENCE NORTH 72 RODS, THENCE EAST TO THE PLACE OF BEGINNING, IN HAMILTON COUNTY, INDIANA. EXCEPT: A PART OF THE NORTHEAST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

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

Also including:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code 36-4-3-2.5, including the relevant portions of Spring Mill Road.

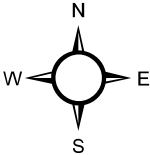
Annexation Area



Not To Scale

EXHIBIT LEGEND

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



ORDINANCE NUMBER _____

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING
THE NORTHPOINT II PLANNED UNIT DEVELOPMENT and THE UNIFIED
DEVELOPMENT ORDINANCE**

This is an Ordinance (this “Ordinance”) to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended;

WHEREAS, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance" or the “UDO”), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended;

WHEREAS, the Westfield-Washington Township Advisory Plan Commission (“Commission”) considered a petition (**Petition No. 20__ - PUD - __**) filed with the Commission requesting an amendment to the Unified Development Ordinance, and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** (“Real Estate”);

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

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

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

Section 1. Applicability of Ordinance.

- 1.1 This Planned Unit Development shall hereinafter be referred to as Northpoint II PUD.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised,

- supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance. The following words and terms, not defined elsewhere in this Ordinance or its Exhibits, shall have the following meanings:

- 2.1 Association. A home owners association, property owners association or other organization formed order to govern and maintain the various Districts as established by Declaration.
- 2.2 Build-To Line. A designated line at which construction of a building facade is to occur.
- 2.3 Corner Break. An exterior corner along the facade of a structure.
- 2.4 Declaration. A Declaration of Covenants, Conditions and Restrictions for one (1) or more areas of the Real Estate which shall be recorded in the office of the Recorder of Hamilton County, Indiana, and which may be from time to time amended.
- 2.5 Developer. The Developer shall be the entities engaged in the development of the Districts within the Real Estate, and the successors or assigns of such entities.
- 2.6 Dormer. Projecting framed structure set vertically on the rafters of a pitched roof, with its own roof (pitched or flat), sides (dormer cheeks), and a window set vertically in front.
- 2.7 EIFS (Exterior Insulation and Finish Systems). Multi-layered exterior wall systems, typically consisting of insulation board, a durable, water-resistant base coat, and an attractive and durable finish coat.
- 2.8 Exterior Material. The separate architectural siding materials and patterns on a Building Facade such as Masonry materials, horizontal siding, shake siding, vertical siding, and board & batten siding (each of the foregoing are examples of separate Exterior Materials).
- 2.9 External Street. State Highway 38.
- 2.10 Facade, Primary. The primary architectural facade which contains commercial or retail public entrances, tenant signs or the facade facing a dedicated street.
- 2.11 Facade, Secondary. Any building elevation not having commercial or retail public entrances. Secondary facades include building elevations with service and employee entrances, utility service areas and delivery areas. Secondary facades do not face dedicated or private streets.
- 2.12 Gable. That part of the end wall of a building between the eaves and a pitched or gambrel roof.
- 2.13 Internal Street. Any public street, private street, or shared drive other than an External Street.
- 2.14 Low Slope Roof. A roof surface with a maximum slope of 2 inches rise for 12

inches run.

2.15 Natural Materials. Brick, wood, limestone, fiber cement siding, cultured stone, or natural stone.

2.16 Real Estate. The real estate, as described in **Exhibit A** to the Ordinance.

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

Section 4. **Underlying Zoning District(s).**

4.1 The Underlying Zoning District of the District shall be: EI (the “Underlying Zoning District”).

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

5.1 Only the uses identified below shall be permitted in the District. Uses which are designated as permitted by a Special Exception in the Use Table of Chapter 13 of the UDO are only permitted in a District if specifically provided as a permitted use herein.

A. Permitted Uses

1. Commercial Businesses: All uses provided as a permitted use in the Use Table of Chapter 13 of the UDO in the LB or GB category except the uses of Restaurant, Fast Food; and Tavern or Nightclub (excluding a microbrewery which shall be permitted) shall be permitted in the areas shown as District 2 on the Concept Plan. All uses provided as a permitted use in the Use Table of Chapter 13 of the UDO in the LB category shall be permitted in areas shown as Districts 3 on the attached Concept Plan except a Tavern or Nightclub (excluding a microbrewery which shall be permitted).
2. Industrial Businesses: All uses listed as a permitted use in the Use Table of Chapter 13 of the UDO in the EI category and the uses of construction and manufacturing of outdoor advertising signs; manufacturing, engraving and sales of cemetery monuments and tombstones;; canneries (e.g. taking fresh fruits and vegetables and canning for distribution) coffee roasting; food processing (e.g. commercial bakeries, smokehouses); granaries; grain processing; milk processing plants (without any on-site milking); warehousing and distribution operations (outdoor storage); and structural steel fabricating (similar to the existing uses of Westfield Steel); shall also be a permitted uses in the area shown as District 2 on the Concept Plan. Only EI uses shall be permitted in District 3 as shown on the Concept Plan.
3. Any other business that can be classified as either general business or light industrial business in the UDO will be eligible with the approval of the

Director. The Director shall favorably consider uses which are substantially similar to a permitted use if the impacts on surrounding properties is no greater than uses specifically permitted by Section 5.1(B)(2).

4. Accessory buildings and uses customarily incidental to any of the permitted uses.

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

A. Lot Standards:

Minimum Lot Area:	1 acre
Minimum Lot Frontage:	70 feet
Minimum Lot Width At Setback Line:	100 feet
Minimum Front Yard Setbacks:	30 feet
Minimum Parking Lot Setback:	20 feet from the property line abutting any street
Minimum Side Yard:	10 feet
Minimum Rear Yard:	10 feet
Maximum gross square feet of retail per a single building in District 3:	65,000 gross square feet

Section 7. Development Standards. The standards of Chapter 6 Development Standards shall apply to the development of the District, except as otherwise modified below.

7.1 Article 6.3 Architectural Standards:

- A. Character Exhibit. The Character Exhibits, attached hereto as **Exhibit D** are hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed in the District. Buildings shall be constructed substantially similar to those in the Character Exhibit.

- B. Architectural Standards:

1. Architecture for Primary and Secondary Facades fronting on a public right of way, or which are visible from adjoining residential uses, shall comply with the Architectural Requirements of Article 5.3(K) of the UDO. Any references in Article 5.3(K) to State Road 32 shall be interpreted to apply to the public right of way upon which the structure fronts. The facades of structures which do not front on a public right of way, or which are not visible from adjoining residential uses, shall comply

with the requirements provided below.

2. Roof Design.

- a. Roofs may be either residential character or Low Slope. Roofing material shall be a minimum of commercial grade dimensional asphalt shingle, cedar shake, slate, metal roofing or rubber roofing.
- b. All roofs must incorporate appropriately sloped roofs, tall parapets or screen walls to architecturally conceal roof-mounted equipment.
- c. Rooftop equipment screens and rooftop penetrations (i.e., vents) shall be of a color compatible with the overall building or roof color (not an accent color).
- d. Where pitched roofs are used, the main pitch of the roof shall be not less than 6:12.

3. Facade Rule. - All building elevations shall either be considered a Primary or Secondary Facade. All Facades facing State Road 38 shall meet the Primary Facade requirements contained herein.

4. Facade Materials.

a. Primary Facade Materials.

- i. Permitted building finish materials for the Primary Facade include: Brick (clay), natural stone, simulated cut stone, finished (textured and painted) concrete, finished (textured) pre-cast concrete panels, tile (ceramic or porcelain) architectural block (textured) and EFIS (Dryvit) wall systems (if used for a maximum of 50% of the facade and only if it is used at least eight feet (8') above grade), steel or architecturally insulated metal panel systems (if used for a maximum of 50% of the facade).
- ii. Prohibited building finish materials on the Primary Facades include: wood, plywood, unfinished concrete or unfinished concrete panels, plastics, reflective glass, vinyl siding.
- iii. Primary Facades may have window glazing or glass storefronts.
- iv. Permitted building trim materials include: brick (clay), stone, simulated cut stone, tile (ceramic or porcelain), wood, glass, painted aluminum, formed polymers and EIFS (Drive).
- v. Colors used on building facades must be complementary. Natural, muted colors should serve as the Primary Facade color, with brighter colors used as limited accents.
- vi. Decorative architectural lighting is required at a minimum of one fixture every 40 feet on Primary Facades.
- vii. On Primary Facades which do not face a primary arterial, overhead doors may be permitted on the Primary Facade elevations.

b. Secondary Facades Materials.

- i. In addition to those materials permitted for the Primary

Façade, the Secondary Facade may include architectural metal wall panels.

ii. Prohibited building finish materials on the Secondary Facades include: wood, plywood, unfinished concrete or unfinished concrete panels, plastics, reflective glass.

iii. Overhead doors are permitted on Secondary Facade elevations, but shall not be orientated towards a public right-of-way.

7.2 Article 6.6 Height Standards: Shall apply unless otherwise amended hereby for each of the following shall apply to the various Districts:

A. Maximum Building Height

1. District 3: Thirty five (35) feet.
2. The limitations herein shall not apply to steeples, silos, chimneys, antennas or appurtenances which are located on structures within the district.

7.3 Article 6.8 Landscaping Standard: Shall apply, except as follows:

- A. Article 6.8 N of the UDO shall be replaced by this section.
- B. Plantings in buffer yards should physically separate and visually screen different land uses and/or zoning districts from one another without precluding connectivity between uses. Plants (inclusive of bushes/shrubs) used for screening must be at least eighteen (18) to twenty four (24) inches tall when planted. Evergreen trees required for screening must be between six (6) and eight (8) feet in height at the time of planting. Plantings in buffer yards shall consist of two (2) or more species of both trees and shrubs.
- C. Buffer yard shall be required around the perimeter of each District in accordance with the UDO except as follows:
 1. No buffer yards shall be required:
 - a. internal to the Northpoint II PUD, except as provided in below;
 - b. adjacent to proposed greenways and park areas; and
 - c. within easements prohibiting landscaping.
 2. Buffer along the western border of the Real Estate;
 - a. In the areas as shown on Buffer Plan, Exhibit “C” a fifty five (40') buffer yard shall be required and shall be improved as follows:
 - i. The buffer yard shall have a six foot (6') mound.
 - ii. Shall be landscaped per this Ordinance.
 - iii. Evergreen trees shall be planted on or near the top of the mound.
 - b. Buffer yard planting requirements shall be included with the Development Plan Review of each parcel.
 3. Buffer yards that are not additionally road frontage shall be

landscaped per this subsection, with the exception of areas encompassed by easements prohibiting landscaping, where no landscaping shall be required. Buffer yards that are additionally road frontage shall be landscaped per the buffer yard requirements of External Street Frontage Landscaping per Section 6.8 (M) of the UDO.

- D. Within buffer yards at least eight (8) evergreen trees per one hundred (100) linear feet and five (5) evergreen shrubs per one (100) hundred linear feet shall be planted. Such plantings should be arranged in a manner that creates a visual barrier between uses without precluding connectivity between uses. Staggering evergreen trees on alternating sides of the mound shall be utilized when feasible.
- E. Trees required to be planted in buffer yards shall be credited toward total on-site landscaping requirements set forth in the UDO.
- F. Buffer yards shall not be required between uses within the same Districts.

7.4 Article 6.12 Outdoor Storage and Display shall apply except as specifically modified to the various Districts:

A. Commerce Parke:

- 1. Uses in the Commerce Parke shall be permitted to have outside storage subject to the screening/buffering requirements as set forth in this Ordinance.
- 2. Outside storage shall be permitted in District 2 in accordance with Article 6.12(D) of the UDO.
- 3. No outside storage shall be permitted within two hundred feet (200') of the right-of-way of State Road 38.
- 4. Service/Material Yard and Storage Areas.
 - a. Article 6.12(D)(2) of the UDO shall apply with the following addition: Must be completely screened as follows:
 - i. The fence required under Article 6.12(D)(2)(b) of the UDO shall be an opaque wood privacy fence, the style of which shall be consistent throughout the Commerce Parke.

7.5 Article 6.14 Parking and Loading Standards shall apply except as specifically modified to the various Districts:

A. Loading Docks. Any loading dock shall be designed to be visually obscured from public right-of-way by buildings, a screening wall, topography, vegetation and/or landscaping.

7.6 Article 6.15 Performance Standards shall apply except as specifically modified:

A. In addition to the requirements of Article 6.15, B (4) of the UDO, the following shall apply:

No outdoor speakers shall be used in conjunction with any uses between the hours of 11 P.M. and 6 A.M.

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

Section 9. **Annexation:** The Real Estate, or parts thereof that may be the subject of a secondary plat approval, shall be annexed into the corporate limits of the City of Westfield prior to the approval and recording of a secondary plat for that part of the Real Estate. A Minor Subdivision for the purpose of Annexation is exempt from this standard.

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[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

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Mike Johns

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Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

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

on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE** ____
this _____ day of _____, 2020.

I hereby VETO **ORDINANCE** ____
this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by:
Russell L. Brown, Clark, Quinn, Moses, Scott & Grahm, LLP, 320 N. Meridian Street, Suite 1100, Indianapolis,
Indiana 46204

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law. Russell L. Brown

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Buffer Plan
Exhibit D	Commerce Parke Character Exhibit

EXHIBIT A
REAL ESTATE

PART OF THE NORTH HALF OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 4 EAST, LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE STONE AT THE NORTHWEST COMER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 4 EAST; THENCE SOUTH 89 DEGREES 01 MINUTE 33 SECONDS EAST (ASSUMED BEARING) 2081.64 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 01 MINUTE 33 SECONDS EAST 581.19 FEET TO A STONE AT THE NORTHEAST COMER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 45 MINUTES 33 SECONDS EAST 1083.56 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE SOUTH 00 DEGREES 10 MINUTES 59 SECONDS 2278.22 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 38 AS DESCRIBED IN EXHIBIT "A", PARCEL 21, IDOT PROJECT STP-5229 (008); THENCE NORTH 57 DEGREES 18 MINUTES 05 SECONDS WEST 1031.18 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT POINT #118 AS REFERRED TO IN SAID EXHIBIT "A"; THENCE NORTHWESTERLY 603.22 FEET ALONG SAID RIGHT OF WAY LINE AND ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 8732.36 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 16 MINUTES 49 SECONDS WEST AND A LENGTH OF 603.10 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT POINT #124 AS REFERRED TO IN SAID EXHIBIT "A"; THENCE NORTH 61 DEGREES 15 MINUTES 33 SECONDS WEST 318.82 FEET, MORE OR LESS, ALONG SAID RIGHT OF WAY LINE TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING THAT BEARS SOUTH 00 DEGREES 15 MINUTES 45 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 15 MINUTES 45 SECONDS WEST 1293.11 FEET TO THE POINT OF BEGINNING. CONTAINING 67.58 ACRES, MORE OR LESS.

AND ALSO:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PART OF THE NORTHWEST QUARTER OF SECTION 20, BOTH BEING IN TOWNSHIP 19 NORTH, RANGE 4 EAST, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 15 MINUTES 44 SECONDS EAST (ASSUMED BEARING), ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,330.30 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 39 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 1,350.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 1,315.20 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 21 MINUTES 20 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,327.71 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 42 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST

QUARTER, A DISTANCE OF 580.77 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2005-001215 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 01 MINUTES 17 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 1,293.25 FEET TO THE NORTH RIGHT-OF-WAY LINE STATE ROAD 38; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 4 COURSES: (1) NORTH 61 DEGREES 00 MINUTES 07 SECONDS WEST A DISTANCE OF 691.86 FEET; (2) NORTH 60 DEGREES 52 MINUTES 34 SECONDS WEST A DISTANCE OF 125.11 FEET; (3) SOUTH 28 DEGREES 51 MINUTES 17 SECONDS WEST A DISTANCE OF 10.00 FEET; (4) NORTH 60 DEGREES 52 MINUTES 35 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 44 SECONDS EAST A DISTANCE OF 2,241.43 FEET TO THE POINT OF BEGINNING, CONTAINING 58.580 ACRES, MORE OR LESS.

AND ALSO:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PART OF THE NORTHWEST QUARTER OF SECTION 20, BOTH BEING IN TOWNSHIP 19 NORTH, RANGE 4 EAST, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 15 MINUTES 44 SECONDS EAST (ASSUMED BEARING), ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 101.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 44 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,228.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 39 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 1,350.91 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 44 SECONDS WEST A DISTANCE OF 2,241.43 FEET TO THE NORTH RIGHT-OF-WAY LINE STATE ROAD 38; THENCE ALONG THE NORTH LINES OF SAID RIGHT-OF-WAY THE FOLLOWING 2 COURSES: (1) NORTH 60 DEGREES 52 MINUTES 35 SECONDS WEST A DISTANCE OF A DISTANCE OF 804.96 FEET; (2) NORTH 60 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 326.89 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2019025668 IN SAID RECORDERS OFFICE; THENCE NORTH 00 DEGREES 24 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 482.11 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 19 MINUTES 29 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 361.22 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING, CONTAINING 55.131 ACRES, MORE OR LESS.

EXHIBIT B
CONCEPT PLAN

Concept Plan

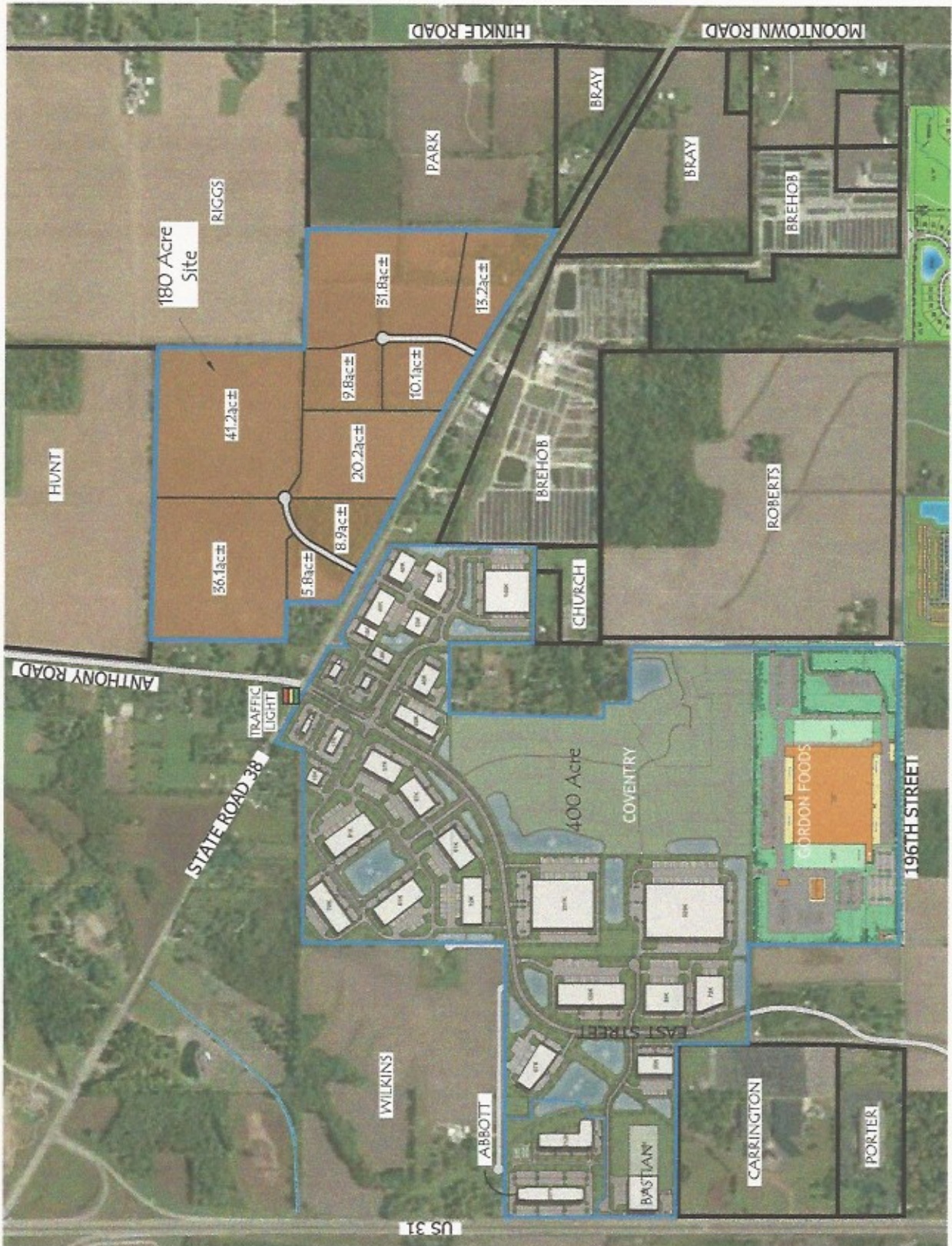


EXHIBIT C
BUFFER PLAN

Buffer Plan

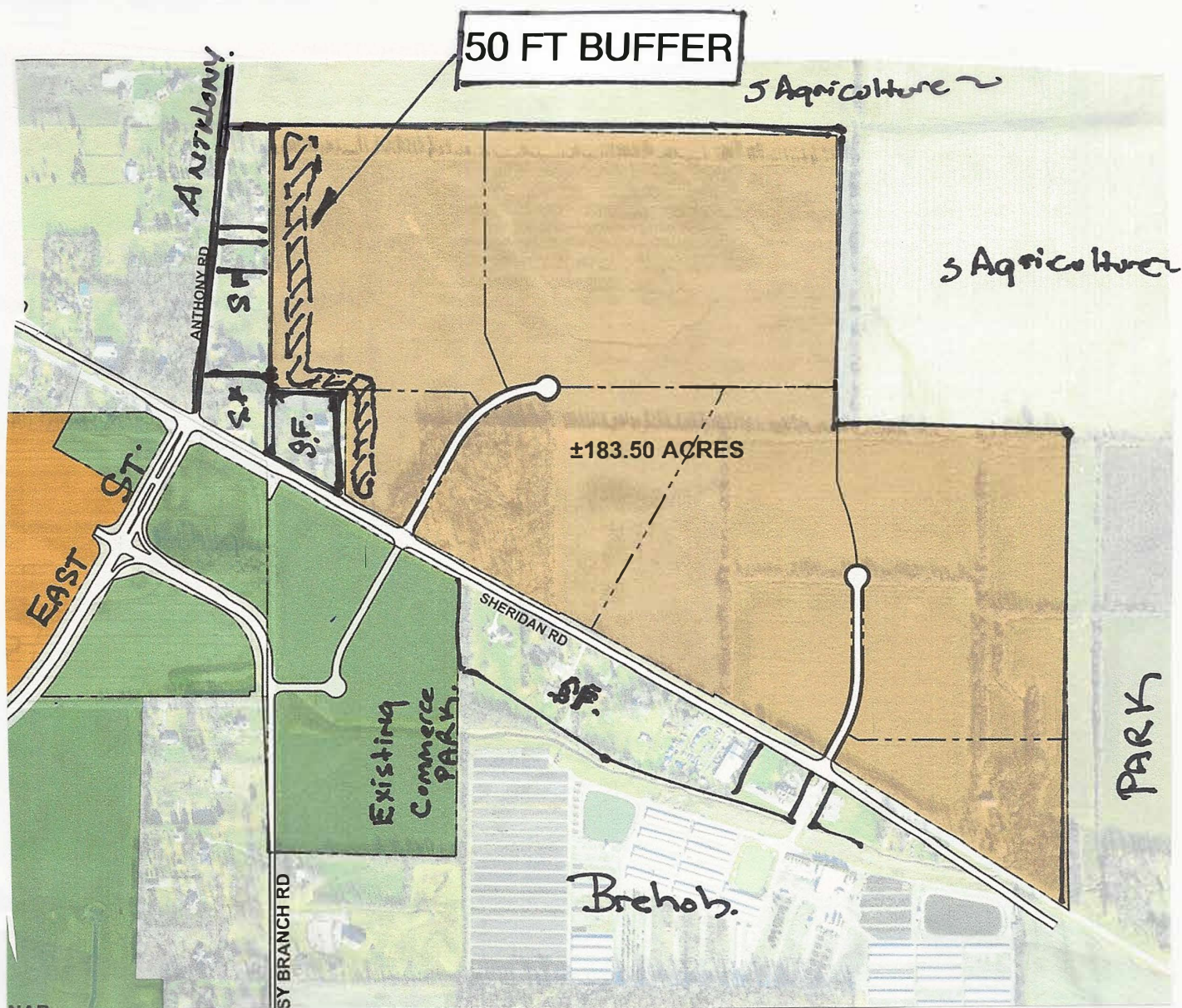


EXHIBIT D
CHARACTER EXHIBIT

COMMERCE PARKE

AREA 2



GENERAL CONTRACTORS
SCREENED OUTSIDE STORAGE BEHIND



COMMERCE PARKE



AREA 2



FOOD PROCESSING DISTRIBUTION AMERIPLEX



COMMERCE PARKE

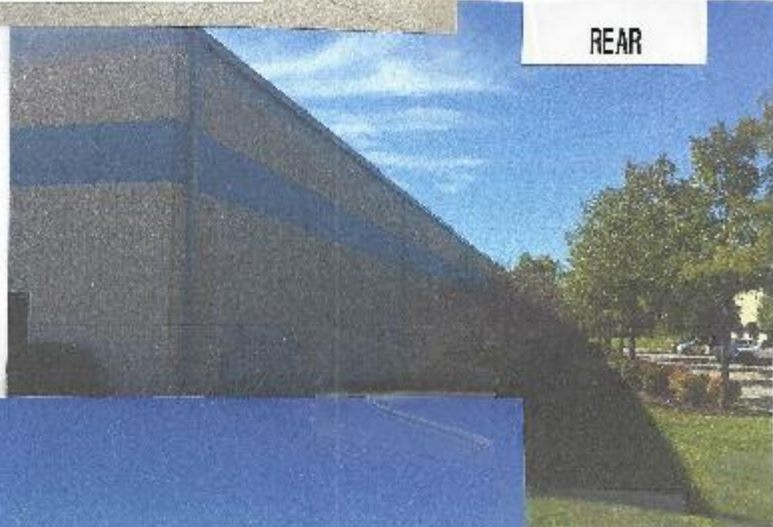
Aurora

AREA 3



MULTIPLE USER OFFICE FRONT

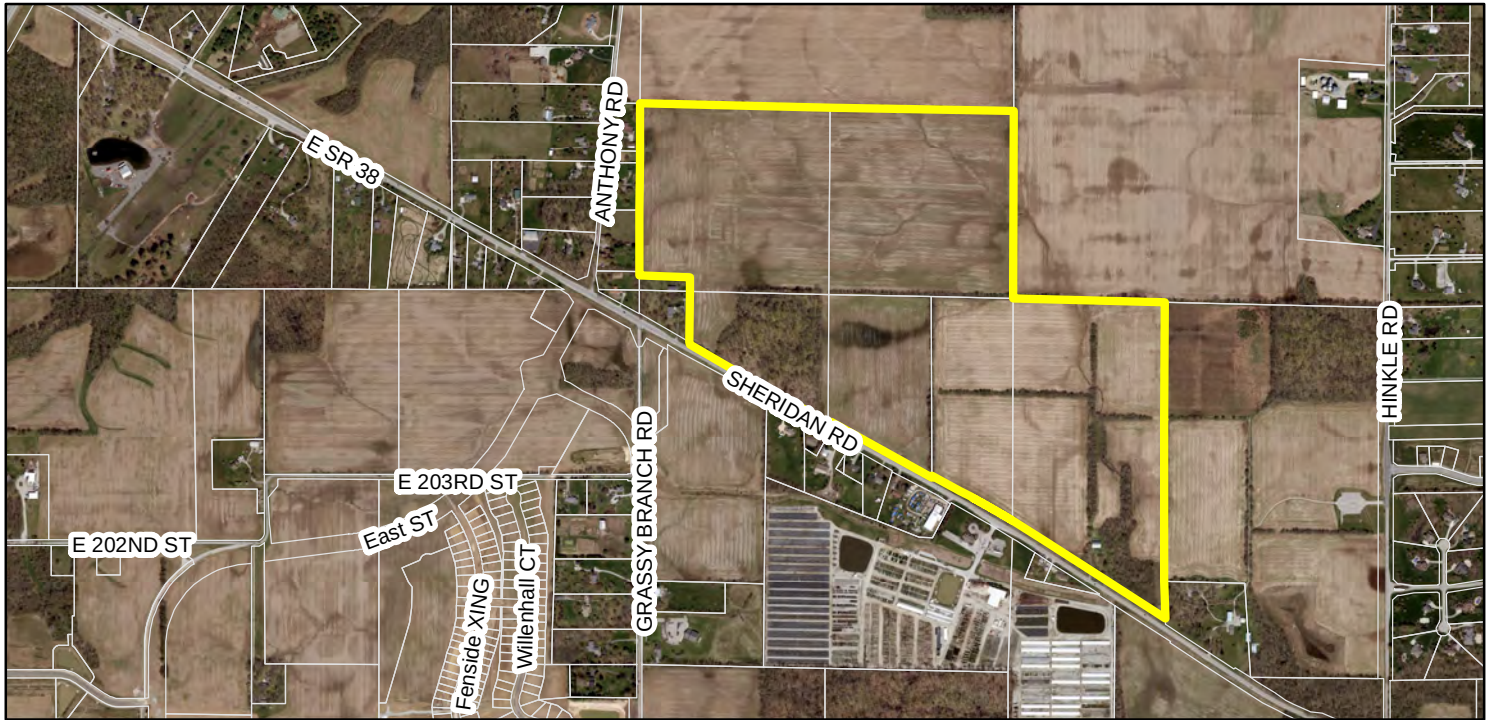
REAR



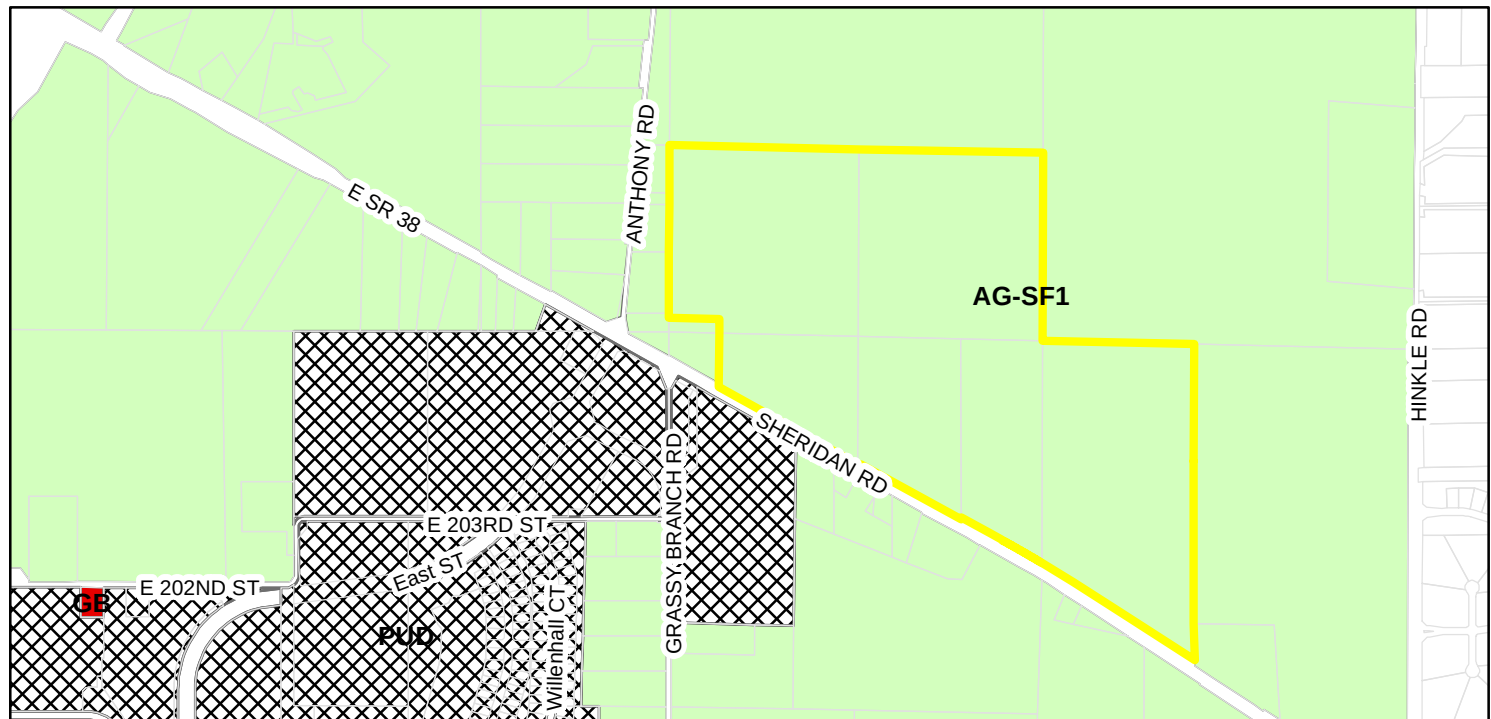
DOORS TO INSIDE

Aerial Location Map

 Site



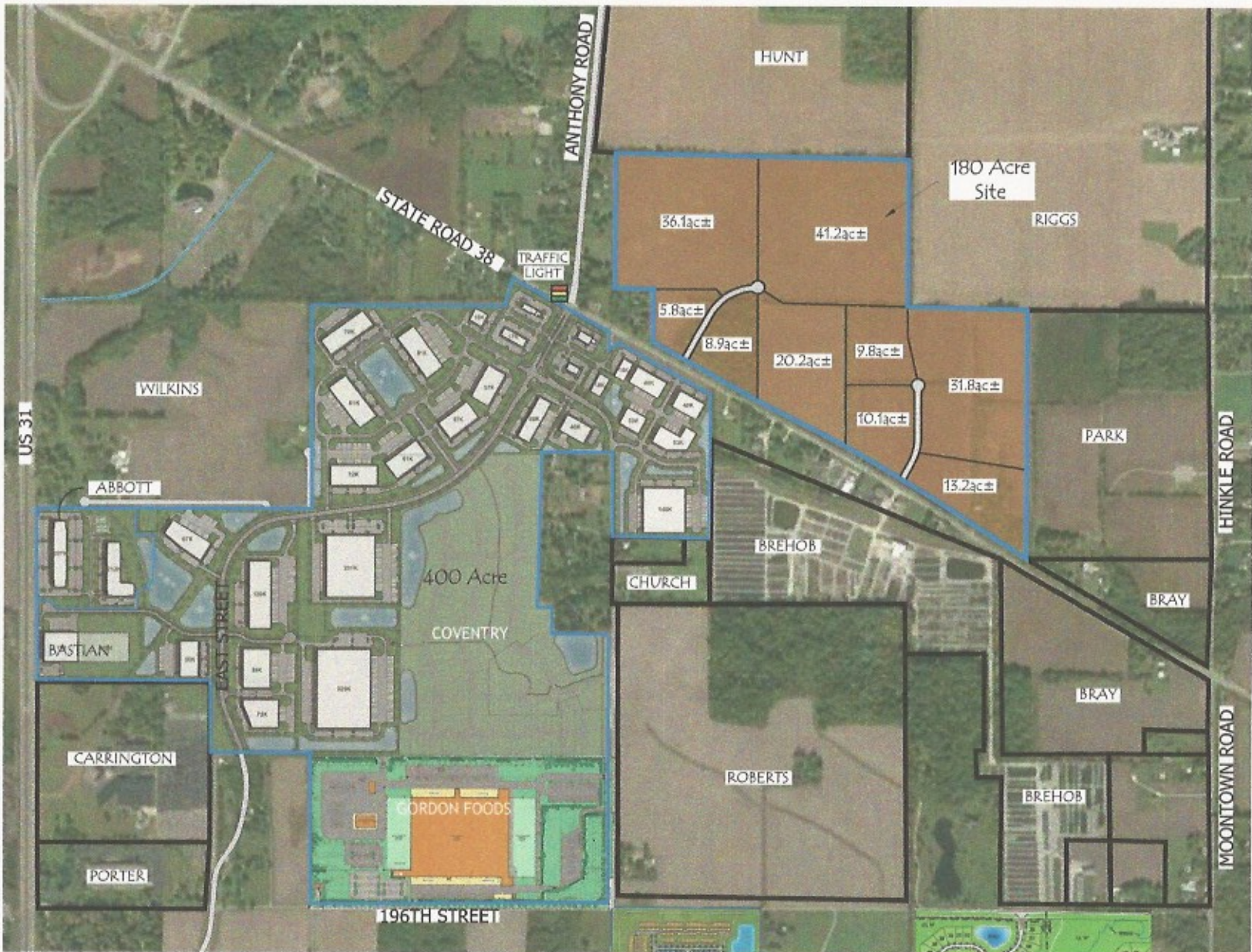
Zoning Map



Zoning

-  AG-SF1 (Agriculture - Single Family - 1)
-  GB (General Business)
-  PUD (Planned Unit Development)

Concept Plan



STOEPPELWERTH
PLANNING • DESIGN • CONSTRUCTION

COMMERCE PARKE

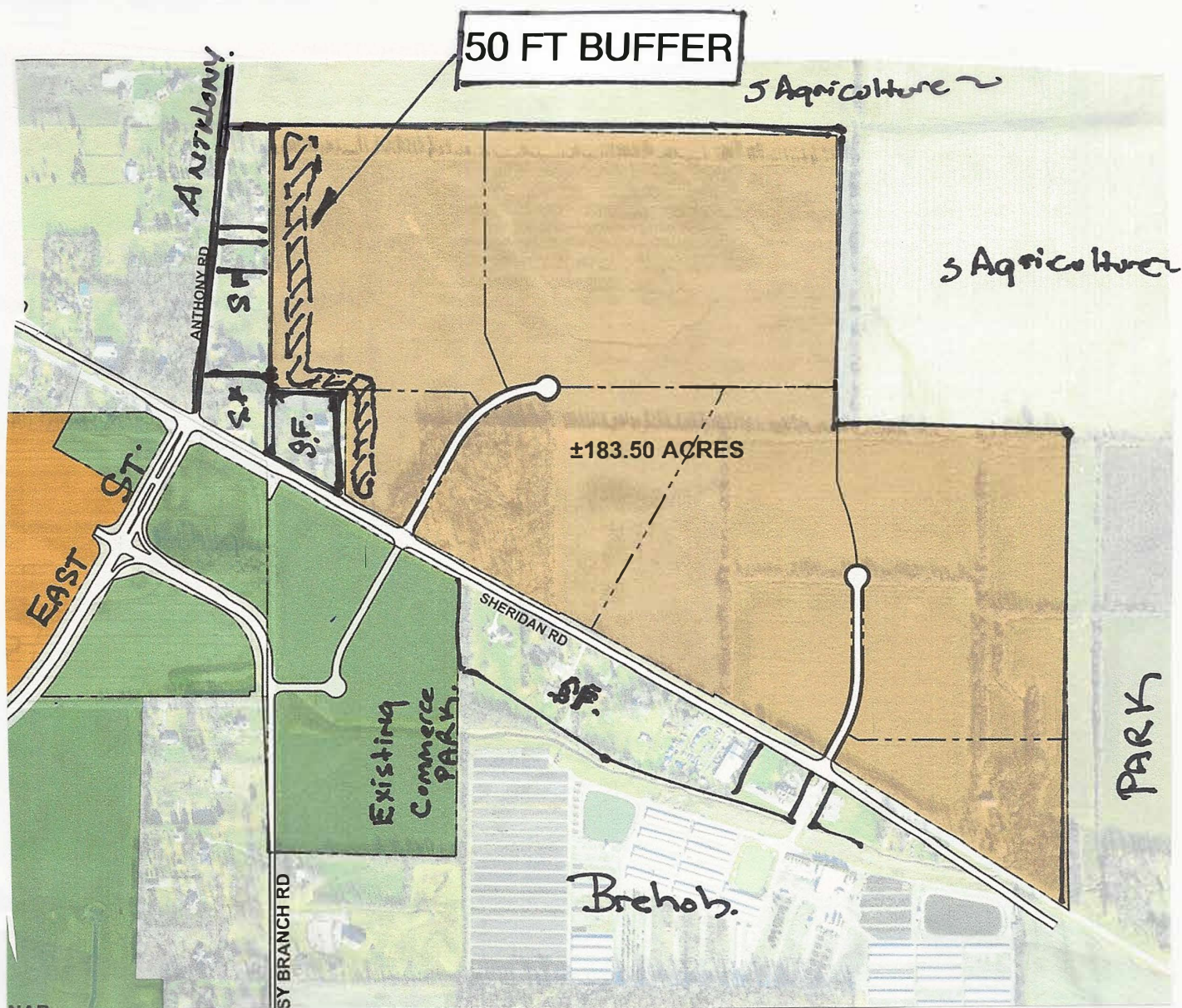
AREA 2



GENERAL CONTRACTORS
SCREENED OUTSIDE STORAGE BEHIND



Buffer Plan



ORDINANCE 20-26

ORDINANCE FOR TRANSPARENCY RELATED TO CAMPAIGN CONTRIBUTIONS

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 is an elected body that has the obligation to properly represent constituents, and the duty and authority to oversee and maintain the fiscal integrity of the City, and therefore wish to further implement financial and operational transparency.

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

- Section 1.** From this date forward, City Council members will be required to recuse themselves from any action or vote taken by City Council for a project originated by a third party contributor who contributed (monetary or in-kind) more than \$250 to that Council Member's election campaign during or since the previous election cycle. For this purpose, Contributor can be defined as an individual, a company or group of companies with common corporate officers.
- Section 2.** A recused Council Member would also be prohibited from making, participating in, or in any way attempting to use his or her official position to influence a voting council member’s decision impacting or involving a contributor to the campaign of the recused Councilor.
- Section 3.** Furthermore, for the 12 months following an action by the City Council, a Council Member may not, directly or indirectly solicit, accept or direct a contribution from the party or any participant who was impacted by the action.
- Section 4.** Any interested person claiming that a Council Member did not appropriately comply with the recusal requirements shall make a written demand of the City Council to cure or correct the action alleged to have been taken in violation of this section within 30 days from the date the action was taken. The City would have an opportunity to review and cure or correct the alleged action.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____ 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 20-26 was delivered to the Mayor of Westfield

on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-26

this _____ day of _____, 2020.

I hereby VETO Ordinance 20-26

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

ORDINANCE 20-27

ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCES

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 for the legislative function of zoning land within Westfield-Washington Township and,

WHEREAS, various past Planned Unit Developments ("PUDs") have been proposed, adopted and development plans approved that have not been developed in a timely manner; and,

WHEREAS, the Council finds it necessary to modify certain previously approved PUDs,

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

Section 1.

PUD Expiration:

Any PUD approved hereafter shall include an expiration date. The expiration date for each PUD shall be three years from the date of approval. Failure to start construction as it relates to a PUD within three (3) years of its effective date will automatically void the approved PUD. The PUD Zoning will remain valid; however, a rezone or text amendment will need to be approved to establish a new PUD Ordinance. The applicant may request an extension in writing and City Council may grant extensions where appropriate.

Section 2.

Expiration of Existing PUDs:

Each PUD approved less than seven (7) years prior to the date of approval of this Ordinance will be subject to the three years as of the date of the approval as outlined in Section 1.

Section 3.

This Ordinance shall be in full force and effect in accordance with Indiana Law, upon its passage by the City Council, its publication in accordance with law and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby ordered amended or repealed. All acts undertaken or taken pursuant to the adoption of this Ordinance are hereby authorized and/or ratified.

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____ 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 20-27 was delivered to the Mayor of Westfield

on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-27_

this _____ day of _____, 2020.

I hereby VETO Ordinance 20-27

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

TABLE 5

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 20-124"

Fiscal Plan Summary

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Total</u>
Revenue	\$ 71,988	\$ 191,106	\$ 297,745	\$ 404,384	\$ 511,022	\$ 1,476,245
Non-Capital Costs	72,789	188,453	305,386	393,342	486,962	1,446,932
Capital Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net	<u>\$ (801)</u>	<u>\$ 2,653</u>	<u>\$ (7,641)</u>	<u>\$ 11,042</u>	<u>\$ 24,060</u>	<u>\$ 29,313</u>
Percentage	<u>-1.1%</u>	<u>1.4%</u>	<u>-2.6%</u>	<u>2.7%</u>	<u>4.7%</u>	<u>2.0%</u>

General Notes

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

RESOLUTION 20-128

RESOLUTION FOR OPERATION OF GRAND PARK CONTRACTS/AGREEMENTS

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

WHEREAS, the Council has the duty and authority to oversee and maintain the fiscal integrity of the City and therefore wish to further implement financial and operational oversight of Grand Park regarding the operation of Diamonds and Fields; and,

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

Section 1. Unless approved by the Council, no current agreement as it relates to the outdoor sports at Grand Park including Diamonds and Fields will be extended past December 31, 2020. Further, all agreements on a month-to-month agreement as of June 30, 2020 will become expired as of December 31, 2020 unless the agreements are written, approved by City Council, and all past agreements have been paid to date per their written agreement. All future agreements as of June 30, 2020 must be approved by Council prior to execution.

Section 2. As of the date this Resolution is approved by City Council, no documented Westfield resident will pay any “gate” fee to enter Grand Park outdoor sports activities for any event unless approved by City Council. All outdoor facilities unless rented and “in use” may be used by Westfield residents. Further, no Westfield based team consisting of 100% Westfield residents will pay more for tournaments and/or field rental than the lesser of amount paid by any other team under common control to that of the operator of the Diamonds and/or Fields. Diamonds are defined as all baseball and softball fields and Fields are defined by all soccer/football/lacrosse fields.

Section 3. This Resolution shall be in full force and effect in accordance with Indiana Law, upon its passage by the City Council, its publication in accordance with law and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All resolutions or parts thereof in conflict herewith are hereby ordered amended or repealed. All acts undertaken or taken pursuant to the adoption of this Resolution are hereby authorized and/or ratified.

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____ 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

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Mike Johns

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Troy Patton

Troy Patton

Troy Patton

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 20-128 was delivered to the Mayor of

Westfield on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-128

this _____ day of _____, 2020.

I hereby VETO Resolution 20-128

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

