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_06_13_2022

Monday, June 13, 2022 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**
MEETING DATE: **Monday, June 13, 2022 at 07:00 PM**
MEETING PLACE: **Westfield City Hall- Assembly Room**

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

AGENDA

Pledge of Allegiance

Invocation by: Rob Griepentrog-Onsite International Prayer

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: Meeting Minutes May 23, 2022

Claims:
Documents: Docket for June 13, 2022

Approval of Claims

Miscellaneous Business/Special Recognition:

Presentation: Update From Fire Department on Increasing Demand for EMS & Fire Services/Rob Gaylor

Presentation: Tax Base, Based on Sustainability Report and Rooftops-Caleb Ernest
Documents: Housing Stock

Presentation: Update from Informatics on the Efforts Associated with Beyond Trust Software and Veracity Report

Presentation: Will Webster/Dan Smith Veracity Update

Old Business:

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

Ordinance 22-15: Chatham Hills PUD-Amendment IX
Council Introduction: April 11, 2022
APC Public Hearing: May 4, 2022
APC Recommendation: June 6, 2022
Adoption Consideration: June 13, 2022
Documents: Ordinance 22-15 | Staff Report

Ordinance 22-19: Unified Develop Ordinance Amendment (Spring 2022)
Council Introduction: May 9, 2022
APC Public Hearing: May 16, 2022
APC Recommendation: June 6, 2022
Adoption Consideration: June 13, 2022
Documents: Ordinance 22-19 | Ordinance 22-19 Redline | Department Report

Ordinance 22-22: City Council of the City of Westfield Approving a Lease Between the City of Westfield Building Corporation, as Lessor, and the Westfield Redevelopment Commission, as Lessee, and Pledging Certain Local Income Tax Revenues to the Payment of Lease Rental on Such Lease
Council Introduction: May 23, 2022
Adoption Consideration: June 13, 2022
Documents: Ordinance 22-22

Ordinance 22-23: Common Council of the City of Westfield, Indiana Adopting a Second Class City Status
Council Introduction: May 23, 2022
Public Hearing: June 13, 2022
Adoption Consideration: June 27, 2022
Documents: Ordinance 22-23

Ordinance 22-24: Vacation of Right-of-Way Within Style Rite Meadows
Council Introduction: May 23, 2022
Public Hearing: June 13, 2022
Adoption Consideration: June 13, 2022
Documents: Ordinance 22-24

New Business:

Ordinance 22-25: Updating the Traffic Ordinance
Council Introduction: June 13, 2022
Adoption Consideration: June 27, 2022
Documents: Ordinance 22-25

Ordinance 22-26: Authorizing the City of Westfield, Indiana to Issue Certain Economic Development Lease Rental Revenue Bonds & Authorizing and Approving Other Actions in Connection Therewith
Council Introduction: June 13, 2022
Adoption Consideration: June 27, 2022
Documents: Ordinance 22-26 | Loan Agreement | Trust Indenture (Union Square)

Ordinance 22-28: Midtown of Westfield PUD, Amendment I
Council Introduction: June 13, 2022
APC Public Hearing: July 5, 2022
APC Recommendation: August 1, 2022
Adoption Consideration: August 8, 2022
Documents: Ordinance 22-28 | Location Map | Narrative Statement | Concept Plan | Building Renderings

Ordinance 22-29: Woods, Robinson, Briggs PUD Amendment II
Council Introduction: June 13, 2022
APC Public Hearing: July 5, 2022
APC Recommendation: August 1, 2022
Adoption Consideration: August 8, 2022
Documents: Ordinance 22-29 | Location Map | Narrative Statement | Site Plan | District Plan | Park Plan | Water Fountain Exhibit

Guests:

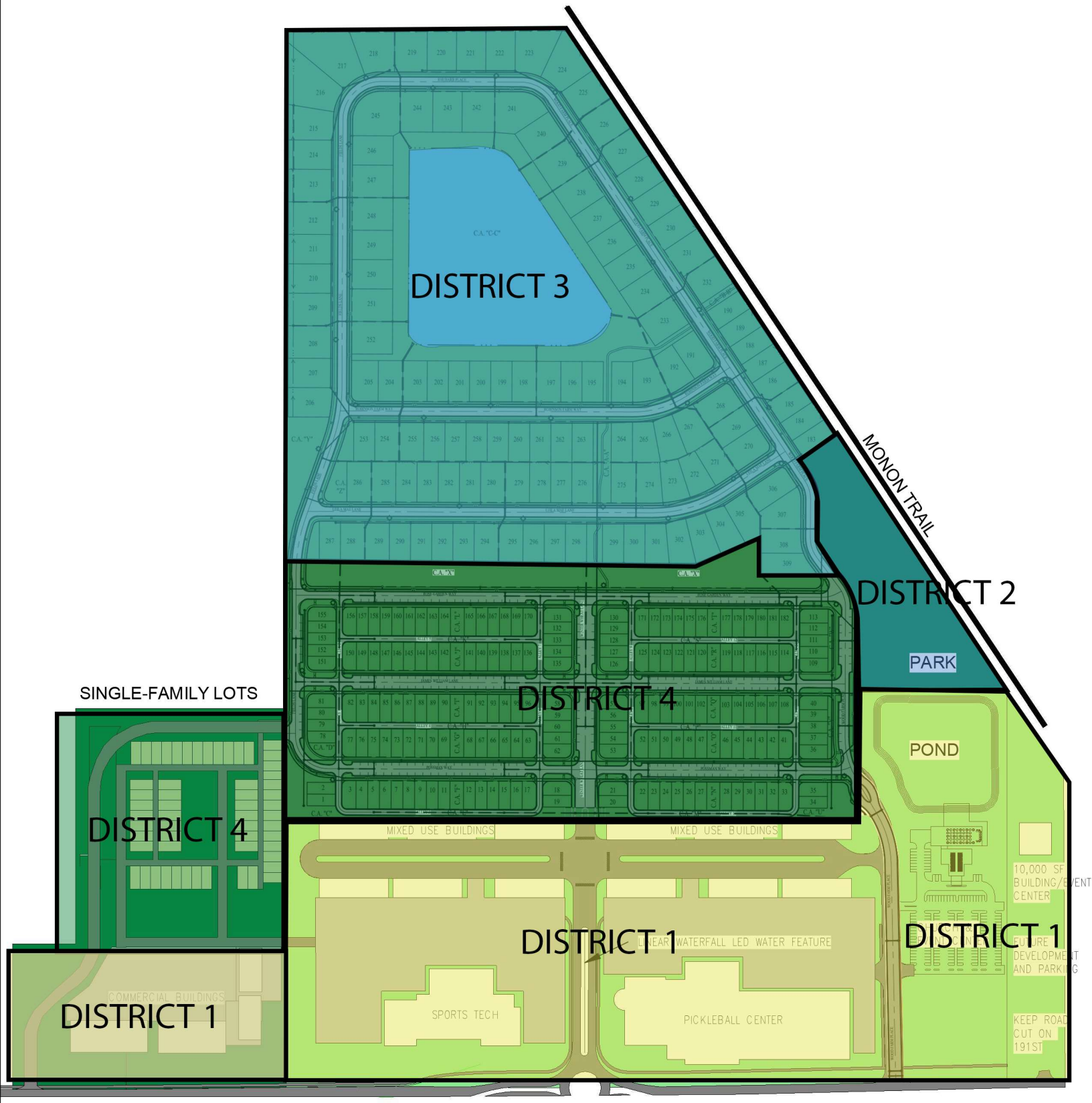
Residents who wish to address the Council.

Clerk Treasurer Comments

City Council Comments

Mayor Comments

Adjourn



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

EDGE ROCK DEVELOPMENT

WOODS ROBINSON PUD 191ST

Cooler Design

LOAN AGREEMENT

BETWEEN

CITY OF WESTFIELD BUILDING CORPORATION

AND

CITY OF WESTFIELD, INDIANA

Dated as of _____ 1, 20__

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

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LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of [_____ 1, 20__] (the "Loan Agreement") between CITY OF WESTFIELD BUILDING CORPORATION, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF WESTFIELD, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

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

WHEREAS, to foster economic development, the Issuer, the City of Westfield Redevelopment Commission (the "Redevelopment Commission"), and Union Square Plaza, LLC (the "Developer") entered into a Development Agreement (the "Development Agreement"), with respect to the construction and equipping of an structured parking garage containing approximately 300 parking spaces, garage entrances and exits, ramps, elevators, stairwells, elevator lobbies and all related facilities; and all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof, together with all necessary appurtenances, related improvements and equipment, as more particularly described in the Development Agreement (the "Project"); and

WHEREAS, pursuant to the Development Agreement, the Issuer has agreed to issue bonds to finance the costs of the portion of the Project; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of a portion thereof will create additional employment opportunities in the Issuer; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Lease Rental Revenue Bonds, Series 20__ (Union Square Project) in the aggregate principal amount of $[_____] (the "Series 20__ Bonds") pursuant to a Trust Indenture dated as of the first day of the month in which the Series 20__ Bonds are issued (the "Indenture"), and to lend the proceeds of the Series 20__ Bonds pursuant to the provisions of the Loan Agreement, dated as of [_____ 1, 20___] (the "Loan Agreement"), between the Issuer and the City of Westfield Building Corporation (the "Borrower"), for the purpose of paying all or a portion of the costs of the Project, including capitalized interest, if any, and fund a debt service reserve from proceeds of the Series 20__ Bonds or cash on hand, if necessary; and

WHEREAS, this Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 20__ Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 20__ (the "Series 20__ Note") in substantially the form attached hereto as Exhibit A;

WHEREAS, pursuant to the Indenture, the Issuer will pledge and assign the Series 20__ Note and assign certain of its rights under this Loan Agreement to the Trustee as security for the Series 20__ Bonds;

WHEREAS, the Bonds issued under the Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 20__ Note and any other Notes issued hereunder (collectively, the "Notes"); (ii) Bond proceeds, or (iii) investment earnings on each of the foregoing funds;

WHEREAS, to provide for the financing and construction of the Project, the Borrower has entered into a Lease Agreement, dated as of [_____, 20__], between the Borrower, as lessor, and the Redevelopment Commission, as lessee (the "Lease");

WHEREAS, pursuant to Indiana Code 36-7-14-25.2 and Indiana Code 36-7-14-25.3, the lease rentals under the Lease are payable from (i) real property tax increment ("TIF Revenues") generated in the Union Square Allocation Area (the "Allocation Area") established by the Redevelopment Commission and (ii) to the extent TIF Revenues are ever insufficient, from the City's portion of the local income tax revenues distributed to the City as the certified shares component of additional revenue derived from the expenditure rate under Indiana Code 6-3.6 (the "LIT Revenues") or (iii) at the option of the Redevelopment Commission, from any other revenues legally available to the Redevelopment Commission; and

WHEREAS, the Notes issued under this Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Lease (the "Lease Rental Payments").

PRELIMINARY STATEMENT AND GRANTING CLAUSES

In consideration of the premises, the loan of the proceeds of the Series 20__ Bonds to be made by the Issuer, the acceptance of the Series 20__ Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this Loan Agreement.

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

In consideration of the premises, the loan of the proceeds of the Series 20__ Bonds to be made by the Issuer, the acceptance of the Series 20__ Note by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the

payment of the principal of, premium, if any, and interest payable on the Notes and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this Loan Agreement and by these presents does assign, grant, mortgage and warrant, and grant a security interest in, to the Issuer and its successors and assigns forever, all of the following described property:

(i) All moneys and securities from time to time held by the Issuer or the Trustee under the terms of this Loan Agreement or the Indenture; and

(ii) All right, title and interest of the Borrower in the Lease, including the Lease Rental Payments; and

(iii) All other properties and moneys hereafter pledged to the Trustee by the Borrower to the extent of that pledge.

TO HAVE AND TO HOLD all and singular, the above described property (the "Security"), whether now owned or hereafter acquired, unto the Issuer, its successors and assigns forever; provided, however, that this Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this Loan Agreement to be kept, performed and observed by the Borrower, then this Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

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

ARTICLE I.

DEFINITIONS AND EXHIBITS

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

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

"Additional Bonds" means the additional bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the Indenture and any bonds issued in substitution or replacement therefor.

"Annual Fees" means the annual fees charged by the Trustee for services provided as the trustee and paying agent under the Indenture.

"Authorized Borrower Representative" means the President of the Borrower, or such other individuals designated by a resolution of the Borrower.

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

"Bond Fund" means the Bond Fund established by Section 4.2 of the Indenture.

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

"Bonds" means the Series 20__ Bonds, the Additional Bonds and any other bonds issued under the Indenture.

"Borrower" means City of Westfield Building Corporation, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, and its successors or assigns hereunder.

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

"Construction Fund" means the Construction Fund established in Section 4.3 of the Indenture.

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

"Developer" means Union Square Plaza LLC, and its successors and assigns under the Development Agreement.

"Development Agreement" means the Development Agreement, dated as of [_____, 20__], among the Issuer, the Redevelopment Commission, the Borrower and the Developer, related to the Project, and all amendments and supplements thereto.

"Financed Project Costs" shall have the meaning assigned in the Indenture.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's Investors Service ("Moody's"), Standard & Poors Rating Group ("S&P") or Fitch Ratings ("Fitch") and (ii) in the event that any bonds are defeased with such obligations in whole or in part those Bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Indenture" means the Trust Indenture dated as of [_____ 1, 20__], between the Issuer and the Trustee and all amendments and supplements thereto.

"Issuer" means the City of Westfield, Indiana, a municipal corporation duly organized and validly existing under the laws of the State or any successor to its rights and obligations under this Loan Agreement.

"Lease" means the Lease Agreement, dated as of [_____, 20__], as amended, among the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Leased Premises" shall have meaning assigned in the Lease.

"Lease Rental Payments" means lease rental payments made by the Redevelopment Commission as lessee under the Lease.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 20__ Bonds.

"Note" or "Notes" means the Series 20__ Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

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

"Paying Agent" means the Trustee.

"Project" has the meaning assigned in the recitals hereto.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's or S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if

(a) rated in one of the three highest rating categories of either Moody's or S&P, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the City of Westfield Redevelopment Commission.

"Series 20__ Bonds" means the City of Westfield, Indiana Taxable Economic Development Lease Rental Revenue Bonds, Series 20__ (Union Square Project).

["Series 20__ Debt Service Reserve Fund" shall mean the Series 20__ Debt Service Reserve Fund established by the Issuer as set forth in Section 4.4 of the Indenture.]

["Series 20__ Reserve Requirement" shall have the meaning assigned in the Indenture.]

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

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

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

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

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

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

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

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

Section 1.3. Exhibit. The following Exhibit is attached to and by reference made a part of this Loan Agreement.

Exhibit A. Form of Series 20__ Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 20__ BOND PROCEEDS

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

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

(b) Issuer agrees to provide funds from the issuance of the Series 20__ Bonds to loan to the Borrower for financing of the Financed Project Costs for the benefit of the holders of the Bonds, to create additional employment opportunities in the Issuer and to benefit the health, safety, morals and general welfare of the citizens of the Issuer and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Loan Agreement and the Series 20__ Note to the Trustee.

(c) The Issuer represents that the Series 20__ Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 20__ Note has not been registered under the Securities Act of 1933.

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

(a) The Borrower is a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Loan Agreement and the Series 20__ Note, has full power to enter into and perform its obligations under this Agreement and the Series 20__ Note, and by proper action has duly authorized the execution and delivery of this Loan Agreement and the issuance of the Series 20__ Note.

(b) All of the proceeds from the Series 20__ Bonds (including any income earned on the investment of such proceeds) will be used for Financed Project Costs.

(c) Pursuant to the terms of the Development Agreement, the Project will be operated as an economic development facility under the Act, until the expiration or termination of this Loan Agreement.

(d) Neither the execution and delivery of this Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 20__ Note nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will contravene the Borrower's articles of incorporation or bylaws or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach

of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this Loan Agreement and the Series 20__ Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This Loan Agreement and the Series 20__ Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Series 20__ Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Loan Agreement or the Series 20__ Note.

Section 2.3. Loan of Series 20__ Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 20__ Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 20__ Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 20__ Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.2, 3.6 and 3.8 hereof, and to execute and deliver supplements and amendments to this Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any interest payment date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the Indenture; provided however, notwithstanding any other provision in this Loan Agreement, the Borrower's obligation to make payments on the Notes shall be payable solely from the Lease Rental Payments received by the Borrower under the Lease. Section 4.5 of the Indenture provides that the Issuer shall deposit in the Bond Fund on or before each December 15 and June 15, beginning on _____ 15, 20__, the Lease Rental Payments assigned to the Trustee pursuant to this Loan Agreement, for the payment of the Series 20__ Bonds. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this Loan Agreement.

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

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments required to be made by Borrower pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same

become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising.

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

(e) Notwithstanding any provision to the contrary in the Loan Agreement, any and all obligations of the Borrower to make payments on the Notes or under this Loan Agreement shall be payable solely from the Lease Rental Payments received by the Borrower pursuant to the terms of the Lease.

Section 3.3. Insurance. The Borrower covenants that pursuant to the Lease, the Borrower (i) shall maintain insurance, to the extent commercially available, on the Leased Premises against physical loss or damage thereto, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, which insurance shall be in an amount at least equal to one hundred percent (100%) of the full replacement cost of the Leased Premises, as certified by a registered architect, registered engineer, or professional appraisal engineer selected by the Borrower in accordance with the Lease; (ii) shall cause the Redevelopment Commission to maintain, and in the event the Redevelopment Commission does not maintain, the Borrower shall maintain rent or rental value insurance, to the extent commercially available, in an amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage to the Leased Premises, and (iii) shall maintain combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars ($3,000,000) per occurrence with one or more good and responsible insurance companies. Such insurance policies shall be maintained in good and responsible commercial insurance companies, and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana (notwithstanding anything contained herein or in the Lease, the Trustee shall not be required to ascertain residency of any insurance agent), and shall be for the benefit, as their interests shall appear, of the Lessor, the Redevelopment Commission, and other persons having an insurable interest in the insured property. Such policies shall clearly indicate that any proceeds under the policies relative to the respective Leased Premises shall be payable to the Borrower or to such other person as the Borrower may designate; provided, that Borrower shall apply all insurance proceeds received in accordance with the terms and provisions of the Lease.

Section 3.4. Reconstruction or Substitution of Leased Premises. If all or a portion of the Leased Premises shall be damaged or destroyed or subject to condemnation, the Borrower shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Lease.

Section 3.5. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.6. Payment of Reasonable Expenses of Issuance of Series 20__ Bonds. Pursuant to Section 4.3(b) and (c) of the Indenture, a portion of the proceeds of the Series 20__ Bonds will be used to pay fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Borrower, the Redevelopment Commission, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 20__ Bonds.

Section 3.7. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 20__ Bonds in the manner specified in Article 3.1 of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in Article 3.1 of the Indenture. The Borrower and the Issuer agree that all moneys in any fund established by the Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture.

Although the Issuer and the Borrower recognize that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Borrower agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered and that no statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 3.8. Other Amounts Payable by the Borrower. To the extent the Borrower receives Lease Rental Payments under the Lease, the Borrower covenants and agrees to pay the following:

(a) All fees, charges and expenses, including Annual Fees and reasonable agent and counsel fees and expenses, of the Trustee incurred under the Indenture, as and when the same become due.

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Series 20__ Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption, and payment of Series 20__ Bonds.

(c) An amount sufficient to reimburse the Issuer for all expenses incurred by the Issuer under this Loan Agreement and in connection with the performance of its obligations under this Loan Agreement or the Indenture.

(d) All reasonable expenses incurred in connection with the enforcement of any rights under this Loan Agreement or the Indenture by the Issuer, the Trustee or the Bondholders.

(e) All other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the Loan Agreement.

Section 3.9. Credits on Notes. Notwithstanding any provision contained in this Loan Agreement or in the Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the Bond Fund for payment on the Bonds (including without limitation any Lease Rental Payments) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) The principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 20__ NOTE; INSURANCE

Section 4.1. Optional Prepayment. The Series 20__ Note may be prepaid, in whole or in part, without premium, plus in each case accrued interest to the date fixed for redemption, on such dates and in such amounts as correspond to the optional redemption of the Series 20__ Bonds pursuant to Section 5.1(a) of the Indenture.

To exercise such option to prepay the Series 20__ Note, in whole or in part, the Borrower must deposit or cause funds to be deposited with the Trustee sufficient to pay the principal of, premium, if any, and accrued interest on the portion of the Series 20__ Note to be prepaid and the corollary redemption of the Series 20__ Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 20__ Bonds shall be credited against the installment or installments of principal due on the Series 20__ Note corresponding to the maturity of the Series 20__ Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 20__ Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

The Borrower shall give the Trustee not less than forty-five (45) days prior written notice of any prepayment of the Series 20__ Note pursuant to this Section 4.1, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 20__ Bonds in the amounts corresponding to the Series 20__ Note to be prepaid.

Section 4.2. Mandatory Prepayment Upon Extraordinary Mandatory Redemption. In the event the Trustee calls the Series 20__ Bonds for extraordinary mandatory redemption pursuant to Section 5.1(b) of the Indenture, the Borrower shall deliver to the Trustee any insurance or condemnation proceeds related to the damage or condemnation of all or any portion of the Leased Premises. The extraordinary mandatory redemption of Series 20__ Bonds with such proceeds shall be deemed prepayment of the Notes in the same amount as Series 20__ Bonds redeemed.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

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

(i) failure of the Borrower to make any payment required to be made by it under Section 3.2 hereof, within ten (10) days after the noticed due date;

(ii) failure of the Borrower to deliver to the Trustee, or cause to be delivered on its behalf, the moneys needed to redeem any outstanding Bonds in the manner and upon the date requested in writing by the Trustee as provided in Article IV of this Agreement;

(iii) failure of the Borrower to observe and perform any other agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion;

(iv) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs and the same is not dismissed within sixty (60) days after entry; or the filing and pendency for sixty (60) days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

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

(vi) Any event of default under Section 7.1 of the Indenture.

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

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

(i) Acceleration. If acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.2 of the Indenture, the Trustee shall declare all Loan Payments to be immediately due and payable, whereupon the same shall become immediately due and payable. Notwithstanding anything in the Notes, the Indenture, or this Loan Agreement to the contrary, the Redevelopment Commission's obligation to pay Lease Rental Payments shall not be subject to acceleration.

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

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

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon notice and/or demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

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

the exercise of any other right, power or remedy for the enforcement of the provisions of this Loan Agreement.

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

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

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

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

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

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

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

(End of Article V)

ARTICLE VI.

IMMUNITY

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

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

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

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

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

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

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

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

To the Issuer: City of Westfield, Indiana
_____
_____
Attn: Clerk-Treasurer

To the Borrower: City of Westfield Building Corporation
_____
_____
Attn: President

To the Trustee: _____
_____
_____
Attn: Corporate Trust Department

Section 9.5. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

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

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

Section 9.8. Indenture Provisions. The Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this Loan Agreement and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Bond Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

CITY OF WESTFIELD BUILDING CORPORATION

By: _____

Printed: _____

Title: President

Attest:

By: _____

Printed: _____

Title: Secretary

CITY OF WESTFIELD, INDIANA

By: _____
_____, Mayor

Attest:

_____
_____, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

WITNESS my hand and notarial seal this ____ day of _____, 20__.

_____
Written Signature

_____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

_____

My County of Residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally to me to be the Mayor and Clerk-Treasurer, respectively, of the City of Westfield, Indiana, and acknowledged the execution of the foregoing Loan Agreement for and on behalf of said City.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

_____
Written Signature

_____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

_____

My County of Residence is:

_____

EXHIBIT A

CITY OF WESTFIELD BUILDING CORPORATION

NOTE, SERIES 20__

FOR VALUE RECEIVED, the undersigned, City of Westfield Building Corporation ("Borrower"), a nonprofit corporation organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Westfield, Indiana ("Issuer"), in immediately available funds, the principal sum of $[XXXXX] and interest thereon, during the term of the Loan Agreement (the "Loan Agreement") dated as of [_____ 1, 20__], between Issuer and Borrower, commencing one business day prior to [_____ 1, 20__], and on one business day prior to each January 1 and July 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 20__ Bonds (as hereinafter defined), all subject to the credits described in the Loan Agreement and to the presence of other available money for such installment in the Bond Fund under the Trust Indenture (including without limitation any Lease Rental Payments) dated as of [_____ 1, 20__] between the Issuer and [_____], as Trustee (the "Trustee").

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Westfield, Indiana Taxable Economic Development Lease Rental Revenue Bonds, Series 20__ (Union Square Project)" (the "Series 20__ Bonds"). All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Note.

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

The principal of and interest on this Note is a limited obligation of the Borrower payable solely from the Lease Rental Payments.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the Loan Agreement.

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

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with

reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

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

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of the Issue Date.

Issue Date: [_____, 20__].

CITY OF WESTFIELD BUILDING CORPORATION

By: _____

Printed: _____

Title: President

ENDORSEMENT

Pay, without recourse, to [_____], as Trustee under the Trust Indenture dated as of [_____ 1, 20__], from the undersigned.

CITY OF WESTFIELD, INDIANA

By: _____
_____, Mayor

(SEAL)

Attest:

_____
_____, Clerk-Treasurer

TRUST INDENTURE

BETWEEN

CITY OF WESTFIELD, INDIANA

AND

[TRUSTEE]
As Trustee

$_____

CITY OF WESTFIELD, INDIANA
TAXABLE ECONOMIC DEVELOPMENT LEASE RENTAL REVENUE BONDS, SERIES 20__ (UNION SQUARE PROJECT)

Dated as of _____1, 20__

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of [_____ 1, 20__] (this "Indenture"), by and between the CITY OF WESTFIELD, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana (the "State") and [_____], a national banking association, duly organized, existing and authorized to accept and execute trusts of the character herein set out, as Trustee ("Trustee");

WITNESSETH:

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

WHEREAS, to foster economic development in the Issuer, the Issuer, the City of Westfield Redevelopment Commission (the "Redevelopment Commission"), and Union Square Plaza, LLC (the "Developer") entered into a Development Agreement (the "Development Agreement") with respect to the construction and equipping of an structured parking garage containing approximately 300 parking spaces, garage entrances and exits, ramps, elevators, stairwells, elevator lobbies and all related facilities; and all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof, together with all necessary appurtenances, related improvements and equipment, as more particularly described in the Development Agreement (the "Project"); and

WHEREAS, pursuant to the Development Agreement, the Issuer has agreed to issue bonds under the Act to finance the costs of all or a portion of the Project; and

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

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Lease Rental Revenue Bonds, Series 20__ (Union Square Project) in the aggregate principal amount of $[_____] (the "Series 20__ Bonds") pursuant to a Trust Indenture dated as of the first day of the month in which the Series 20__ Bonds are issued (the "Indenture"), and to lend the proceeds of the Series 20__ Bonds pursuant to the provisions of the Loan Agreement, dated as of [_____ 1, 20___] (the "Loan Agreement"), between the Issuer and the City of Westfield Building Corporation (the "Borrower"), for the purpose of paying all or a portion of the costs of the Project, including capitalized interest, if any, and fund a debt service reserve from proceeds of the Series 20__ Bonds or cash on hand, if necessary; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of all or a portion of the Project will create additional employment opportunities in the Issuer; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of

Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing, the Indenture and the Series 20__ Bonds; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 20__ Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, the Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 20__ Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 20__ ("Series 20__ Note") in substantially the form attached thereto as Exhibit A; and

WHEREAS, pursuant to this Indenture, the Issuer will endorse the Series 20__ Note without recourse and assign certain of its rights under the Loan Agreement as security for the Series 20__ Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 20__ Note, and any other Notes issued under the Loan Agreement (collectively, the "Notes") except to the extent paid out of Bond proceeds; and

WHEREAS, to provide for the financing and construction of a portion of Project, the Borrower has entered into a Lease Agreement, dated as of [_____, 20__], between the Borrower, as lessor, and the Redevelopment Commission, as lessee (the "Lease"); and

WHEREAS, pursuant to Indiana Code 36-7-14-25.2 and Indiana Code 36-7-14-25.3, the lease rentals under the Lease are payable from (i) real property tax increment ("TIF Revenues") generated in the Union Square Allocation Area (the "Allocation Area") established by the Redevelopment Commission and (ii) to the extent TIF Revenues are ever insufficient, from the City's portion of the local income tax revenues distributed to the City as the certified shares component of additional revenue derived from the expenditure rate under Indiana Code 6-3.6 (the "LIT Revenues") or (iii) at the option of the Redevelopment Commission, from any other revenues legally available to the Redevelopment Commission; and

WHEREAS, the Notes issued under the Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Lease (the "Lease Rental Payments"); and

WHEREAS, the Series 20__ Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 20__ Bond)

R-___

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF WESTFIELD, INDIANA
TAXABLE ECONOMIC DEVELOPMENT LEASE RENTAL REVENUE BONDS,
SERIES 20__ (UNION SQUARE PROJECT)

Interest Rate	Maturity Date	Original Date	Authentication Date	[CUSIP
_____%	_____	_____, 20__	_____, 20__	_____]

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ Dollars ($_____)

The City of Westfield, Indiana (the "Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments on the Series 20__ Note and Lease Rental Payments hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above [on the Maturity Date set forth above] OR [on January 1 and July 1 on the dates and in the amounts as set forth on Exhibit A attached hereto,] (unless this bond is subject to and is called for redemption prior to maturity as provided for herein), and to pay interest hereon at the Interest Rate [stated above] OR [set forth on Exhibit A attached hereto] from the interest payment date to which interest has been paid next preceding the date of authentication of this bond unless this bond is authenticated after the fifteenth day of the immediately prior month in which interest is payable in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 1, 20__, in which case it shall bear interest from the Original Date, until the principal shall be fully paid, which interest is payable on January 1 and July 1 of each year, beginning on _____1, 20__. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this bond is payable by check or draft mailed one business day prior to the interest payment date to the person in whose name this Bond is registered on the fifteenth day preceding such interest payment date [, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable interest payment date, to the person in whose name this bond is registered on the fifteenth day of the month immediately preceding such interest payment date]. Principal of and premium, if any, on this bond is payable in lawful money of the United States of America at the corporate trust operations office of _____, in _____, _____ (the "Registrar" and the "Paying Agent") or at the principal office of any successor trustee or paying agent. **[**No presentation of this Bond is required for such payments made to the Registered Owner except that upon final payment, this Bond shall be returned to the Paying Agent for destruction.**]**

This bond is one of an authorized issue of bonds of the Issuer, all of like date, tenor and effect (except as to numbering, interest rates, and dates of maturity), in the aggregate principal amount of [_______] Dollars ($_____) (the "20__ Bonds "), issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a Trust Indenture (the "Trust Indenture"), dated as of _____ 1, 20__, between the Issuer and [_____], as trustee (the "Trustee"), to which reference is hereby made for a description of the property securing the 20__ Bonds and any additional parity Bonds issued thereunder (the "Additional Bonds") (the 20__ Bonds and any Additional Bonds, collectively, the "Bonds"), the rights under the Trust Indenture of the Issuer, the registered owners of the Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree.

The 20__ Bonds are being issued for the purpose of providing funds to finance a portion of the cost of the construction and equipping of a structured parking garage containing approximately 300 parking spaces, garage entrances and exits, ramps, elevators, stairwells, elevator lobbies and all related facilities; and all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof, together with all necessary appurtenances, related improvements and equipment (the "Project"), to be constructed by Union Square Plaza, LLC in the City, by lending such funds to the City of Westfield Building Corporation (the "Borrower") pursuant to the Loan Agreement dated as of [_____ 1, 20__] (the "Loan Agreement") between the Borrower and the Issuer. The Loan Agreement prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the Issuer its Note, Series 20__ (the "Series 20__ Note") in a principal amount equal to the principal amount of such 20__ Bonds in order to evidence such loan.

The Bonds are special and limited obligations of the Issuer payable solely from and secured exclusively by the Series 20__ Note, the Lease Rental Payments (as defined in the Trust Indenture), and other moneys assigned by the Trust Indenture. The Trust Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.8 thereof and allows the Issuer to terminate the security of the Trust Indenture for Bonds by establishing a trust fund under the conditions set out in Section 11.2 thereof. Reference is made to the Trust Indenture and to all indentures supplemental thereto and to the Loan Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the terms on which the Bonds are being issued and secured, and to all the provisions of which the holder hereof by the acceptance of this 20__ Bond assents.

[The owner of this Bond, by acceptance of this Bond, hereby agrees to all of the terms and provisions in the Indenture and this Bond and acknowledges that:

1. It is a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended. It is a sophisticated investor with extensive experience in purchasing and evaluating obligations similar to the Bonds.

2. It is familiar with the Issuer; it has received such information concerning the Issuer, the Bonds, the LIT Revenues and the TIF Revenues, as it deems to be necessary in

connection with investment in the Bonds. It has received, read and commented upon copies of the Indenture and the Loan Agreement. Prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer and the Company concerning the terms and conditions of the Bonds, the tax status of the Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform (including the circuit breaker), and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Dinsmore & Shohl LLP or O.W. Krohn & Associates LLP for information concerning the financial status of the Issuer and the Company or the ability of the Issuer and the Company to honor their respective financial obligations or other covenants under the Bonds, the Indenture or the Loan Agreement. It understands that the projection of the TIF Revenues prepared in connection with the issuance of the Bonds has been based on estimates of the investment in real and depreciable personal property provided by the Developer.

3. It understands that the Issuer's collection of the TIF Revenues may be limited by operation of Indiana Code 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of the property. The Issuer may not increase its property tax levy or borrow money to make up any shortfall due to the application of this tax credit. It further understands that neither the Issuer nor the Westfield Redevelopment District has the authority to levy a tax to pay the principal of the Bonds.

4. It is purchasing the Bonds for investment for its own account and not with the present view of reselling or otherwise disposing of all or any part thereof, and that it will not sell, convey, pledge or otherwise transfer the Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

5. It has investigated the security for the Bonds, including the availability of the TIF Revenues and LIT Revenues, to its satisfaction, and it understands that the Bonds are payable from TIF Revenues and, to the extent TIF Revenues are not sufficient, the LIT Revenues.

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

7. It understands that interest on the Bonds is taxable for federal income tax purposes.

8. It understands that the Issuer has no continuing disclosure obligation on the Bonds.

The Bonds are issuable in registered form without coupons in the denominations of [$5,000 and integral multiples thereof][$100,000 or in any integral multiples of $1,000 thereof]

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

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

[The 20__ Bonds maturing on or after _____ 1, 20__, may be redeemed prior to maturity at the option of the Issuer, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than _____, 20__, from any moneys made available for that purpose, at face value plus interest accrued to the date fixed for redemption and without any premium.]

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

Term Bond maturing _____1, 20__

* Final Maturity]

[The Trustee shall credit against the mandatory sinking fund requirement for any of the 20__ Bonds maturing on _____, 20 (the "Term Bonds"), and corresponding mandatory sinking fund redemption obligation, in the order determined by the Issuer, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

The 20__ Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance or a condemnation award received in certain circumstances relating to damage, destruction or condemnation of certain property owned by the Borrower and leased in exchange for the Lease Rental Payments.

If any of the 20__ Bonds are called for redemption as aforesaid, unless waived by the Registered Owners, notice thereof identifying the 20__ Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the 20__ Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered 20__ Bond, shall not affect the validity of any proceedings for the redemption of other 20__ Bonds.

All 20__ Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Trust Indenture and shall not be deemed to be outstanding under the provisions of the Trust Indenture.

The 20__ Bonds , and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The 20__ Bonds , as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Trust Indenture, the Lease Rental Payments and the payments to be made on the Series 20__ Note issued under the Loan Agreement pledged and assigned for their payment in accordance with the Trust Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this 20__ Bond. The 20__ Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the 20__ Bonds . No covenant or agreement contained in the 20__ Bonds or the Trust Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the City of Westfield Economic Development Commission (the "Commission"), the City of Westfield Redevelopment Commission (the "Redevelopment Commission"), the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the 20__ Bonds shall be liable personally on the 20__ Bonds or be subject to any personal liability or accountability by reason of the issuance of the 20__ Bonds .

The holder of this 20__ Bond shall have no right to enforce the provisions of the Trust Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Indenture. In certain

events, on the conditions, in the manner and with the effect set forth in the Trust Indenture, the principal of all the Bonds issued under the Trust Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Trust Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Trust Indenture. The Series 20__ Note and the obligation to pay Lease Rental Payments shall not be subject to acceleration.

[A Continuing Disclosure Undertaking Agreement from the Issuer to each registered owner or holder of any 20__ Bond, dated as of the date of initial issuance of the 20__ Bonds (the "Agreement"), has been executed by the Issuer, a copy of which is available from the Issuer and the terms of which are incorporated herein by this reference. The Agreement contains certain promises of the Issuer to each registered owner or holder of any 20__ Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this 20__ Bond assents to the Agreement and to the exchange of such payment and acceptance for such promises.]

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Trust Indenture precedent to and in the issuance of this 20__ Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this 20__ Bond have been duly authorized by the Issuer.

This 20__ Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Trust Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Westfield, Indiana, in Hamilton County, has caused this 20__ Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor, and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk-Treasurer all as of _____, 20___.

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This 20__ Bond is one of the 20__ Bonds described in the within mentioned Trust Indenture.

[_____], as Trustee

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within 20__ Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within 20__ Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

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

_____

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within 20__ Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.
MIN. ACT _____ Custodian _____
(Cust.) (Minor)

Under Uniform Transfers to Minors Act of

_____
(State)

Additional abbreviations may also be used though not in the above list.

(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

DIVISION I

The Series 20__ Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

DIVISION II

All right, title, and interest of the Issuer in and to the Loan Agreement (except the rights reserved to the Issuer), including the all right, title, and interest of the Issuer in the Lease Rental Payments; and

DIVISION III

All moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this Indenture.

"Allocation Area" means the Union Square Allocation Area as established by the Redevelopment Commission in accordance with Indiana Code 36-7-14.

"Annual Fees" means the annual fees charged by the Trustee for services provided as the trustee and paying agent under this Indenture and fees related to monitoring the Tax Increment.

"Authorized Issuer Representative" means any of the [_____] of the Issuer or the President of the Redevelopment Commission.

"Authorized Borrower Representative" means the [President or Executive Director of the Redevelopment Commission], or such other individuals designated by a resolution of the Borrower.

["Book-Entry System" means the book-entry system in Section 2.11 of this Indenture.]

"Bond Fund" means the fund established by the Issuer as set forth in Section 4.2 of this Indenture.

"Bond Issuance Expense Account" means the account established by the Issuer within the Construction Fund as set forth in Section 4.3 of this Indenture.

"Bonds" means any Bonds issued pursuant to this Indenture, including the Series 20__ Bonds.

["Bond Purchaser" means _____].

"Borrower" means City of Westfield Building Corporation, an Indiana nonprofit corporation, and its permitted successors and assigns under the Loan Agreement.

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

"Construction Account" means the account established by the Issuer within the Construction Fund as set forth in Section 4.3 of this Indenture.

"Construction Fund" means the fund established by the Issuer as set forth in Section 4.3 of this Indenture.

"Developer" means Union Square Plaza LLC, its affiliates or designees and its successors and assigns under the Development Agreement.

"Development Agreement" means the Development Agreement, dated as of [_____, 20___], as amended, among the Issuer, the Redevelopment Commission, the Borrower and Developer, related to the Project, and all amendments and supplements thereto.

"Event of Default" means those events of default specified in and defined by Section 7.1 hereof.

"Financed Project Costs" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(1) the "Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 20__ Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, fees of the Issuer's financial advisor, the acceptance fee of the Trustee and the first year of the Trustee's fees hereunder, Trustee counsel fees, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the costs of preparing or printing the Series 20__ Bonds and the documentation supporting the issuance of the Series 20__ Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(2) the "Capitalized Interest Costs", namely a portion of the interest on the Series 20__ Bonds from the date of their original delivery through and including _____1, 20__;

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

(4) all costs and expenses which Issuer or Borrower shall be required to pay, or advance under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of

the Project, including amounts required to be disbursed under the Funding Agreement; and

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

"Funding Agreement" means the Funding Agreement, dated as of [_____, 20__], among the Issuer, the Borrower, the Redevelopment Commission and Developer.

"Funds and Accounts" shall mean the funds and accounts established in Article IV of this Indenture.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's Investors Service ("Moody's"), Standard & Poors Rating Group ("S&P") or Fitch Ratings ("Fitch") and (ii) in the event that any bonds are defeased with such obligations in whole or in part those Bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

"Interest Payment Date" on the Series 20__ Bonds means each January 1 and July 1 (whether or not a business day), commencing [_____1, 20__].

"Issuer" means the City of Westfield, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Loan Agreement and the Indenture.

"Lease" means the Lease Agreement, dated as of [_____, 20__], as amended, among the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Leased Premises" means the Premises as such term is defined in the Lease.

"Lease Rental Payments" means lease rental payments made by the Redevelopment Commission as a lessee under the Lease.

"LIT" means the certified shares component of additional revenue derived from the expenditure rate tax under Indiana Code 6-3.6, distributed by Hamilton County monthly.

"LIT Revenues" means LIT pledged by the Common Council of the City to the Lease Rental Payments, on a parity with the Prior LIT Obligations.

"Loan Agreement" means the Loan Agreement, dated as of [_____1, 20__], between the Borrower and the Issuer and all amendments and supplements thereto.

"Note" or "Notes" shall have the meaning assigned in the Loan Agreement.

"Operation Fund" means the fund established by the Issuer as set forth in Section 4.6 of this Indenture.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Borrower and who shall be satisfactory to the Trustee in its reasonable discretion.

"Original Issue Date" means [_____, 20_____].

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

"Paying Agent" means the Trustee and any successor paying agent or co-paying agent.

"Prior LIT Obligations" means (i) Westfield Redevelopment Authority County Option Income Tax Lease Rental Revenue Bonds, Series 2016, dated September 29, 2016, currently outstanding in the aggregate principal amount of $23,945,000, and (ii) Westfield Redevelopment Authority Local Income Tax Lease Rental Revenue Bonds, Series 2018, dated March 15, 2018, currently outstanding in the aggregate principal amount of $23,785,000.

"Project" means certain economic development facilities consisting of the construction and equipping of a structured parking garage containing approximately 300 parking spaces, garage entrances and exits, ramps, elevators, stairwells, elevator lobbies and all related facilities; and all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof, together with all necessary appurtenances, related improvements and equipment as further described in the Development Agreement and located in the City.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's or S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's or S&P, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Record Date" means the fifteenth day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the City of Westfield Redevelopment Commission.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds then Outstanding.

"Series 20__ Bonds" means the City of Westfield, Indiana Taxable Economic Development Lease Rental Revenue Bonds, Series 20__ (Union Square Project) in the aggregate principal amount of $_____.

"Series 20__ Note" shall have the meaning assigned in the Loan Agreement.

"Series 20__ Debt Service Reserve Fund" shall mean the Series 20__ Debt Service Reserve Fund established by the Issuer as set forth in Section 4.4 of this Indenture.

["Series 20__ Reserve Requirement" shall mean $_____.]

"Tax Increment" means all real property tax proceeds attributable to the assessed valuation within the Allocation Area, as of each assessment date in excess of the base assessed value as described in Indiana Code 36-7-14-39(b)(1) (the incremental assessed value is multiplied by the then current property tax rate (per $100 assessed value)).

"TIF Revenues" means 100% of the Tax Increment collected in the Allocation Area received by the Redevelopment Commission and pledged to the Issuer pursuant to a resolution adopted on [_____, 20____], generated in the Allocation Area, minus Annual Fees, for a term not to exceed the date on which the Bonds are fully paid and no longer outstanding.

"Trust Estate" means the funds and accounts, the Series 20__ Note, the Lease Rental Payments, and the other assets described in the Granting Clauses of this Indenture.

"Trustee" means [_____, _____, _____], the party of the second part hereto, and any successor trustee or co-trustee.

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

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

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

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

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

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

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

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

Exhibit A: Disbursement Request
Exhibit B: Bond Issuance Costs.

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 20__ Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 20__ Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to $[12,250,000]. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 20__ Bonds. The Series 20__ Bonds shall be designated "City of Westfield, Indiana Taxable Economic Development Lease Rental Revenue Bonds, Series 20__ (Union Square Project)." The Series 20__ Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of [$5,000 and integral multiples thereof] [$100,000 or in any integral multiples of $1,000 thereof], and shall be lettered and numbered R-1 and upward. Interest on the Series 20__ Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Series 20__ Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 20__ Bonds shall be payable on each January 1 and July 1, commencing on _____ 1, 20__.

The Series 20__ Bonds shall mature on the dates set forth below, beginning on ____ 1, 20__, and ending on _____ 1, 20___, in the amounts with interest at the rates set forth below:

Payment Date	Amount	Interest Rate	Payment Date	Amount	Interest Rate

[The Series 20__ Bonds maturing on _____1, 20__ shall be the "Term Bonds" and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 5.1(c).]

The Series 20__ Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 20__ Bonds shall be in default, Series 20__ Bonds issued in exchange for Series 20__ Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has

been paid in full on the Series 20__ Bonds or, if no interest has been paid on the Series 20__ Bonds, from the date of issuance and delivery of the Series 20__ Bonds. Series 20__ Bonds authenticated on or prior to [____ 15, 20__], shall bear interest from the date of delivery of the Series 20__ Bonds.

[So long as the Series 20__ Bonds are held by the Bond Purchaser, no presentation of the Bonds is required for such payments to be made to the Bond Purchaser, except that upon final payment, the Bonds shall be returned to the Paying Agent for destruction.

Section 2.3. Payment on Bonds. The interest on the Series 20__ Bonds shall be payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Paying Agent at least five (5) business days prior to the applicable interest payment date, to the person in whose name each Series 20__ Bond is registered on the fifteenth day of the month immediately preceding such interest payment date. The principal of the Series 20__ Bonds shall be payable in lawful money of the United States of America, at the corporate trust operations office of the Paying Agent in _____, _____, or by wire transfer of immediately available funds to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable principal payment date.

Section 2.4. Execution; Limited Obligation. The Series 20__ Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the City Council President of the City and attested with the manual or the facsimile signature of its Clerk-Treasurer or Deputy Clerk-Treasurer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Series 20__ Bonds. If any officer whose signature or facsimile signature shall appear on the Series 20__ Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 20__ Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 20__ Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Indenture, the Lease Rental Payments and the payments to be made on the Series 20__ Note issued under the Loan Agreement pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 20__ Bond. The Series 20__ Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment

of the principal of, premium, if any, or interest on the Series 20__ Bonds. No covenant or agreement contained in the Series 20__ Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 20__ Bonds shall be liable personally on the Series 20__ Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__ Bonds.

Section 2.5. Authentication. No Series 20__ Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Series 20__ Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Series 20__ Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Series 20__ Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Series 20__ Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 20__ Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 20__ Bonds in the aggregate principal amount of $[_____]. The Trustee shall authenticate such Bonds and deliver them to the purchasers [Bond Purchaser] thereof upon receipt of:

(1) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Loan Agreement and this Indenture and the issuance of the Series 20__ Bonds.

(2) A copy, duly certified by the Secretary of the Redevelopment Commission, of each of the resolution approving the execution of the Lease.

(3) Executed counterparts of the Loan Agreement, the Indenture and the Lease.

(4) The Series 20__ Note in the same principal amount as the principal amount of the Series 20__ Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(5) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 20__ Bonds in the principal amount of $[_____] to the purchasers thereof [Bond Purchaser].

The proceeds of the Series 20__ Bonds, less any underwriter's discount shall be paid over to the Trustee and deposited to the credit of various Funds and Accounts as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds in addition to the Series 20__ Bonds (the "Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding all or a portion of one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, and (ii) financing the cost or estimated cost of completing the Projects or of acquiring and/or constructing additional improvements to the Projects, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any. Each series of Additional Bonds issued hereunder shall be equal in aggregate principal amount to the principal amount of the additional Note being then currently issued.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

(1) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning the additional Note being then currently issued as security therefor and providing for the disposition of the proceeds of the sale thereof.

(2) The supplement or amendment to the Loan Agreement and the other instruments, documents, certificates, and opinions referred to in Section 7.1 of the Loan Agreement.

(3) The additional Note being then concurrently issued, made payable to the order of the Issuer, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(4) If necessary, a supplement or amendment to the Lease.

(5) A report or a certificate prepared by an independent certified public accountant or an independent financial advisor selected by the Issuer supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 20__ Bonds, from Lease Rental Payments pursuant to the Lease.

(6) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Loan Agreement and the issuance of such Additional Bonds.

(7) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

(8) An opinion of bond counsel to the effect that (i) such supplement to this Indenture has been duly executed by the Issuer and constitutes the valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms; and (ii) the Additional Bonds have been duly and validly authorized and issued by the Issuer and constitute the valid and binding limited obligations of the Issuer enforceable against the Issuer in accordance with their terms. The opinion of bond counsel may be qualified as to such matters as are acceptable to the Issuer and the Trustee, and include, without limitation, customary exceptions as to bankruptcy, insolvency and other laws affecting creditors' rights generally and customary exceptions as to principles of equity.

(9) Additional Bonds payable from either TIF Revenues or LIT Revenues, the requirements for such additional obligations contained in the resolution or ordinance pledging the TIF Revenues or LIT Revenues shall have been meet.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture and shall be equally and ratably payable from all Notes issued under the Loan Agreement, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Borrower, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Series 20__ Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 20__ Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 20__ Bond, such mutilated Series 20__ Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 20__ Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 20__ Bond shall have matured, instead of issuing a duplicate Series 20__ Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 20__ Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 20__ Bond with their reasonable fees and expenses in this connection. Any Series 20__ Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 20__ Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 20__ Bonds; Owners. The Issuer shall cause books for the registration and for the transfer of the Series 20__ Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 20__ Bond at the corporate trust operations office of the Trustee, duly endorsed by, or accompanied by a written instrument

or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 20__ Bond or Series 20__ Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 20__ Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 20__ Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 20__ Bond during the period between the Record Date and any interest payment date of such Series 20__ Bond, nor to transfer or exchange any Series 20__ Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Series 20__ Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.11. Book-Entry System. The Issuer may determine that the Bonds will be held by a central depository system pursuant to an agreement between the Issuer and The Depository Trust Company, and have transfers of the Bonds effected by book-entry on the books of the central depository system. The Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company.

Notwithstanding any other provision hereof to the contrary, so long as any Series 20__ Bond is registered in the name of CEDE & CO. as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Series 20__ Bond and all notices with respect to such Series 20__ Bond shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Issuer to the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Issuer and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner"), of the Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Issuer to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to the Indenture. The Issuer and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to Bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Issuer of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Indenture shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Issuer to The Depository Trust Company.

Upon receipt by the Issuer of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Issuer kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the Indenture.

If the Issuer determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Bonds, the Issuer may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company requests the Issuer and the Registrar to do so, the Registrar and the Issuer will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Issuer indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Issuer and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this Indenture and the Issuer and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

If the Book Entry System is no longer in effect, registered owners of Bonds may, upon surrender thereof at the principal corporate trust operations office of the Trustee with a written instrument of transfer satisfactory to the Trustee, exchange a Bond or Bonds for a Bond or Bonds of equal aggregate principal amount of the same maturity and interest rate of any authorized denominations. For every exchange or transfer of Bonds, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Trustee incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid by the Issuer. The Trustee shall not be obliged to make any transfer or exchange of any Bond called for redemption within thirty days of the redemption date.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 20__ BONDS PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 20__ Bonds, less the [underwriter's discount] in the amount of $[_____], as follows: (i) funds in the amount of $[_____] shall be deposited to the Construction Fund for further credit to (a) the Bond Issuance Expense Account of the Construction Fund in the amount of $[_____]; (b) the Capitalized Interest Account of the Construction Fund in the amount of $[_____]; and (c) the Construction Account of the Construction Fund in the amount of $[_____][; and (ii) [the remaining funds] [cash on hand] in the amount of $[_____] shall be deposited to the Series 20__ Debt Service Reserve Fund].

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the Bond Fund, as and when received, (i) all payments received pursuant to the Notes, including the required deposits of Lease Rental Payments pursuant to Section 4.5 hereof; (ii) all payments specified in Section 3.2 of the Loan Agreement; (iii) any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 20__ Bonds; (iv) all interest and other income derived from investments of Bond Fund moneys as provided herein; and (v) all other moneys received by the Trustee under and pursuant to any of the provisions of the Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Notes and the Loan Agreement, including the Lease Rental Payments, promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring the Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Notes, the Loan Agreement, and the Lease Rental Payments.

The Borrower shall immediately upon receipt transfer the Lease Rental Payments to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit into the Bond Fund from each Lease Rental Payment, an amount equal to the lesser of the following: (a) all of such rental payment; or (b) an amount which equals the sum of the principal and interest on the Bonds due on, before or within twenty (20) days after the date such Lease Rental Payment becomes due. Any portion of a rental payment remaining after such deposit shall be deposited by the Trustee in the Operation Fund.

Moneys in the Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due.

Section 4.3. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the Capitalized Interest Account, the Bond Issuance Expense Account and the Construction Account.

(a) The Trustee shall, without other or further authority than is hereby given, use all of the proceeds of the Series 20__ Bonds from the Capitalized Interest Account, or if the Capitalized Interest Account is not sufficient, then from the Construction Account, to pay interest accruing on the Series 20__ Bonds through and including _____ 1, 20__.

(b) The Trustee shall use the funds deposited in the Bond Issuance Expense Account to pay the Bond Issuance Costs set forth in Exhibit B hereto, which Bond Issuance Costs shall be paid by check or wire transfer to the entities listed. Execution of this Indenture shall be authorization for these payments. Other Bond Issuance Costs shall be paid by the Trustee upon submission of a requisition signed by an Authorized Borrower Representative, in the form attached hereto as Exhibit A.

(c) Moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Borrower to pay for the Financed Project Costs. Upon receipt by the Trustee of a written request in the form attached hereto as Exhibit A signed by an Authorized Borrower Representative:

(A) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Financed Project Costs;

(B) stating that no part of the said costs was included in any written request previously filed with the Trustee under the provisions hereof;

(C) stating a recap of payees and the amount paid; and

(D) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Upon exhaustion of all funds in the Construction Fund, the Construction Fund shall be closed. No affidavit of completion shall be required to be submitted hereunder. Any amounts remaining in the Construction Fund after completion of the Project shall be transferred in accordance with written direction received by the Trustee from an Authorized Borrower Representative.

Section 4.4. [Series 20__ Debt Service Reserve Fund The Trustee shall establish and maintain a separate fund to be known as the "Series 20__ Bonds Debt Service Reserve Fund" for a period of one year following completion of the Project to allow for stabilization of TIF Revenues. Money in the Series 20__ Debt Service Reserve Fund shall be applied as provided in this Section 4.4. On the date of delivery of the Series 20__ Bonds, [proceeds thereof] [cash on hand] in the amount of $_____ shall be deposited to the Series 20__ Debt Service Reserve Fund to satisfy the Series 20__ Reserve Requirement.

(a) The Trustee shall deposit in the Series 20__ Debt Service Reserve Fund all moneys required to be deposited therein pursuant to this Indenture. The Trustee shall maintain the Series 20__ Debt Service Reserve Fund and shall disburse the funds held in the Series 20__ Debt Service Reserve Fund solely for the payment of interest on and principal of the Series 20__ Bonds for a period of one year following completion of the Project, and only if moneys in the Bond Fund are insufficient to pay principal of and interest on the Series 20__ Bonds after making all the transfers thereto required to be made from the Operation Fund. If moneys in the Series 20__ Debt Service Reserve Fund are used to pay principal of or interest on any Series 20__ Bonds, the depletion of the balance in the Series 20__ Debt Service Reserve Fund shall not be restored. If moneys in the Series 20__ Debt Service Reserve Fund shall exceed the Series 20__ Reserve Requirement, such excess shall be transferred at least semiannually to the Bond Fund.

(b) Notwithstanding anything herein to the contrary, amounts on deposit in the Series 20__ Debt Service Reserve Fund shall be applied solely to the payment of debt service on the Series 20__ Bonds for a period of one year following completion of the Project.

The Issuer, upon the advice of its financial advisor, hereby finds that funding the Debt Service Reserve Fund is reasonably required and that the Series 20__ Reserve Requirement is no larger than necessary to market the Bonds. The Issuer further finds that the Reserve Requirement is directly related to the Project because the Bonds could not be issued to fund the Project without the Debt Service Reserve Fund.

The debt service reserve requirement, if any, for any parity obligations shall be set forth in the resolution authorizing the party obligations.]

Section 4.5. Lease Rental Payments. On or before each December 15 and June 15, commencing on ____15, 20__, the Borrower shall transfer the Lease Rental Payments received by the Borrower on or before such December 15 or June 15 to the Trustee, who shall deposit such Lease Rental Payments in the Bond Fund for the payment of the Series 20__ Bonds on the next Interest Payment Date. The transfers to the Bond Fund shall serve as a credit against the Borrower's obligations under the Series 20__ Note and the Loan Agreement with respect to the Series 20__ Bonds.

Section 4.6. Operation Fund. There is hereby established and created a fund designated as the Operation Fund. The Operation Fund shall be used only to pay necessary incidental expenses of the Issuer (e.g. Trustee's fees, including Annual Fees, required audits, attorney's fees, appraisals, meetings, expenses incurred in connection with any continuing disclosure obligations of the Issuer or the Borrower in relation to the Bonds), the payment of

principal of and interest on the Bonds upon redemption as authorized in Article V hereof or the purchase price of Bonds purchased as authorized by Section 4.7 hereof, and if the amount in the Bond Fund at any time is less than the required amount, the Trustee shall, without any further authorization, transfer funds from the Operation Fund to the Bond Fund in an amount sufficient to raise the amount in the Bond Fund to the required amount. Such action by the Trustee shall not constitute a waiver of any other right or remedy the Trustee may have under this Indenture. Incidental expenses shall be paid by the Trustee upon the presentation of an affidavit executed by an Authorized Issuer Representative stating the character of the expenditure, the amount thereof and to whom due, together with the statement of the creditor as to the amount owing, except for the payment of Trustee's fees which requires no such affidavit from an Authorized Issuer Representative.

Notwithstanding anything herein to the contrary, upon receipt by the Trustee of a Request for Release of Funds, as defined below, the Trustee shall as soon thereafter as practical release to the Issuer funds in the Operation Fund in accord with such Request for Release of Funds. For these purposes, a "Request for Release of Funds" means a written request made by the Issuer which (i) is signed by an Authorized Issuer Representative, (ii) sets forth the amount requested to be released from the Operation Fund to the Issuer, and (iii) includes a statement, accompanied by supporting schedules prepared by an accountant or firm of accountants which verify the statement, that the balance to be held in the Operation Fund immediately after such amount is released to the Issuer is expected to be sufficient to meet the known and anticipated payments and transfers to be satisfied from the Operation Fund in the then next succeeding eighteen months. The supporting schedules shall identify with particularity the anticipated sources and applications of funds. The statement and supporting schedules required by clause (iii) above shall not include anticipated investment earnings based on assumptions about reinvestment rates, but may include known investment earnings scheduled to be received on then current investments, and shall include any known or anticipated gain or loss from the disposition of investments. Notwithstanding the foregoing provisions of this paragraph, the Trustee shall not so release funds from the Operation Fund to the Issuer during any time that there exists an uncured or unwaived event of default hereunder (as defined in Article VII), or an event which with notice or lapse of time or both would become such an event of default, or if the Trustee determines, which determination may be in reliance upon an Opinion of Counsel, that the information set forth in the Request for Release of Funds (including the supporting schedules) is not reasonably consistent with the books and records of the Trustee or is otherwise not accurate or appropriate.

Section 4.7. Redemption and Purchase of Bonds. Whenever the amounts contained in the Bond Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Issuer, to redeem, upon the next redemption date, all Bonds secured thereby then outstanding, the Trustee shall apply the amounts in such Funds to the redemption of such Bonds pursuant to Article V hereof. At the written request of an Authorized Issuer Representative delivered to the Trustee, the Trustee may remove funds from the Operation Fund to be used for the redemption of Bonds, or for the purchase of Bonds.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject

to lien or attachment of any creditor of the Issuer or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 20__ BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) [The Issuer shall have the right, at its option, to redeem, according to the procedure hereinafter provided, the Series 20__ Bonds maturing on or after ____1, 20__, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than January 1, 2029, at face value, plus interest accrued to the date fixed for redemption and without premium.]

(b) The Series 20__ Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of condemnation in certain circumstances as described in Section 6.10 and 6.11 hereof.

(c) [From moneys held in the Bond Fund, the Series 20__ Bonds maturing on _____1, 20__, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Term Bond maturing _____ 1, 20___

Date	Amount

* Final Maturity

So long as the Series __ Bonds are held by the Bond Purchaser, the Series 20__ Bonds do not need to be presented for payment upon mandatory sinking fund redemption.

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

Section 5.2. Notice to Trustee. To evidence its intention to exercise the right of redemption of any Series 20__ Bonds, the Issuer shall, not less than forty-five (45) days prior to the date selected for redemption, file with the Trustee written notice of its intention to redeem, designating the date fixed for redemption, and if less than all of the outstanding Series 20__ Bonds are to be redeemed stating the aggregate principal amount of Bonds which the Issuer

desires to redeem. No failure or defect in such notice by the Issuer to the Trustee shall affect the validity of the redemption of any Series 20__ Bonds.

Section 5.3. Notice to Bondholders. In the case of redemption of Series 20__ Bonds pursuant to Section 5.1 hereof, unless waived by the Registered Owners of the Series 20__ Bonds to be redeemed, notice of the call for any such redemption identifying the Series 20__ Bonds, or portions of fully registered Series 20__ Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 20__ Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify [the CUSIP number and,] in the event of a partial redemption the Series 20__ Bond numbers and called amounts of each Series 20__ Bond, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 20__ Bond shall not affect the validity of any proceedings for the redemption of other Series 20__ Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 20__ Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Notice of any redemption hereunder required to be given to the Owners with respect to the Series 20__ Bonds held under a book-entry system shall be given by the Trustee only to the Depository, or its nominee, as the Holder of such Series 20__ Bonds.

Section 5.4. Cancellation. All Series 20__ Bonds which have been redeemed in whole shall be canceled, shall not be reissued and shall be destroyed by the Trustee in accordance with the Trustee's destruction policy then in effect.

Section 5.5. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 20__ Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 20__ Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 20__ Bond until such Series 20__ Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 20__ Bond.

Section 5.6. Partial Redemption of Bonds. If fewer than all of the Series 20__ Bonds at the time outstanding are to be called for redemption, the maturities of Series 20__ Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Issuer. If fewer than all of the Series 20__ Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Series 20__ Bonds or portions of Series 20__ Bonds within such

maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 20__ Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 20__ Bonds or portions thereof shall be redeemed only in the minimum principal amount of [$5,000 or integral multiples thereof][$100,000 or in any integral multiples of $1,000 thereof].

If less than the entire principal amount of any registered Series 20__ Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.3 hereof, the Owner of such registered Series 20__ Bond shall forthwith surrender such Series 20__ Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 20__ Bond or Series 20__ Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 20__ Bond, which shall be issued without charge therefor; provided that so long as the Series 20__ Bonds are held in a Book-Entry-System with a depository, any such Series 20__ Bonds called for partial redemption do not need to be presented for payment of principal.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the trust estate consisting of the funds and accounts held under this Indenture, the Lease Rental Payments, and the payments to be made on the Note which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of the funds and accounts held under this Indenture, the Lease Rental Payments and the payments to be made on the Notes issued under the Loan Agreement pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer in his or her individual capacity, no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge and assign the Series 20__ Note, pledge and assign the Lease Rental Revenues, and assign the Loan Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium

and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof it will lawfully own the Series 20__ Note and that such pledge and assignment and the assignment of the Loan Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend the title to the Series 20__ Note and its interest in the Loan Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 20__ Note, the Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, Loan Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Borrower, shall cause this Indenture, the Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto. The expenses related to the filing of any continuation of a financing statement shall be paid by the Borrower.

Section 6.5. Leased Premises. The Issuer covenants that it will cause the Borrower to maintain, or cause to maintained, the Leased Premises in good working condition for the uses for which the Leased Premises are intended.

Section 6.6. List of Bondholders. The Trustee will keep on file at the principal office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Borrower or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Loan Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of the Loan Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be escheated as required by law.

Section 6.10. Insurance on Leased Premises. (a) Pursuant to Section 3.3 of the Loan Agreement, the Borrower covenants that it will maintain or cause to be maintained certain insurance with respect to the Leased Premises. In case the Borrower at any time refuses, neglects, or fails to obtain such certificate or to effect insurance as set forth above, the Trustee may, in its discretion, procure such certificate or insurance, and all moneys paid by the Trustee for such certificate or insurance, together with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, shall be repaid by the Borrower upon demand, and shall constitute an additional indebtedness of the Borrower secured by the lien of this Indenture, prior and paramount to the lien hereunder of said Bonds and interest thereon. The Trustee, however, shall not be obligated to effect such insurance unless it determines to do so and is fully indemnified against the expense thereof and furnished with means therefor.

(b) Subject to the terms of the Lease and of Section 3.4 of the Loan Agreement, the proceeds of such insurance (other than rental value insurance received by the Trustee which represents lease rental payments under the Lease) received by the Trustee shall be applied to the repair, replacement or reconstruction of the damaged or destroyed property in a manner determined by the Trustee, except that the Trustee may release such proceeds, or a part thereof, upon receipt of a certification from the Borrower that repairs, replacements or reconstructions have been made and the costs of such repairs, replacements or reconstructions has been paid.

(c) In the event the Borrower does not commence to repair, replace or reconstruct the Leased Premises so damaged or destroyed as contemplated by the Lease, within ninety (90) days after any such damage or destruction, or the Borrower, having commenced such work of repair, replacement or reconstruction, abandons or fails diligently to prosecute the same, the Trustee may, in its discretion, make or complete such repairs, replacements or reconstructions, and if it shall elect to do so, may enter upon said premises to any extent necessary for the

accomplishment of such purposes, provided, nothing contained herein shall obligate the Trustee to make or complete any such repairs, replacements or reconstructions, and provided further, the Trustee may not make or complete such repairs, replacements or reconstructions if the Issuer has instructed the Borrower not to undertake such work in accordance with the Lease.

(d) In case the Borrower neglects, fails or refuses to proceed forthwith in good faith with the repair, replacement or reconstruction of the Leased Premises which has been so damaged or destroyed, and such negligence, failure or refusal continues for one hundred twenty (120) days, upon receipt of the insurance moneys, the Trustee shall (unless the Trustee proceeds to make the repairs, replacements or reconstructions of the destroyed or damaged property as above provided) apply such proceeds in the following manner:

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

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

Any redemption of the Bonds shall be accomplished such that the Lease Rental Payments received from the remaining Leased Premises which have not been so damaged or destroyed shall be sufficient to pay the principal of and interest on the Bonds which have not been redeemed pursuant to this Section 6.10(d), as certified in writing to the Trustee by an Authorized Issuer Representative and Authorized Borrower Representative.

Section 6.11. Condemnation. In the event all or part of the Leased Premises is taken by exercise of the power of eminent domain and the Developer and the Borrower fail to proceed to replace or reconstruct the Leased Premises, the net proceeds of any condemnation award shall be deposited with the Trustee and disbursed in the same manner that insurance proceeds are disbursed pursuant to Section 6.10 hereof.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "event of default," that is to say, if:

(a) payment of any principal or interest payable on the Bonds shall not be made when the same is due and payable, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by acceleration as hereinafter provided; or

(b) any event of default as defined in Section 5.1 of the Loan Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected Lease Rental Payments as required by Article IV of this Indenture.

Section 7.2. Acceleration. Upon the happening of any event of default specified in Section 7.1 and the continuance of the same for the period, if any, specified in that Section, the Trustee, by notice in writing delivered to the Issuer and the Borrower, shall declare the entire unpaid principal amount of the Bonds then outstanding, and the interest accrued thereon, to be immediately due and payable. The Redevelopment Commission's obligation to pay Lease Rental Payments shall not be subject to acceleration.

Section 7.3. Remedies; Rights of Bondholders.

(1) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Borrower under the Loan Agreement, the Notes and any additional notes.

(2) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(3) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the

Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

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

(5) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower, or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and Requisite Bondholders shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee

indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Borrower and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. In taking any actions hereunder, the Trustee shall be entitled to indemnity satisfactory to it from the holders of the Bonds.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts. No implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Borrower). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or in any offering document related to the Bonds or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Borrower under the Loan Agreement; but the Trustee may require of the Issuer or the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Borrower by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Borrower under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Borrower as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture. Except as otherwise specifically stated in this Indenture, the Issuer shall provide at its expense any indemnity hereunder requested by the Trustee.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(n) If any event of default under this Indenture which the Trustee has knowledge of shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

The Trustee may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability if it shall reasonable believe that repayment of such funds or adequate indemnity against such risk is not reasonable assured to it.

The Trustee shall not be accountable for the Issuer's or Borrower's use of the proceeds from the Bonds.

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

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

upon receipt by the Issuer. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written Instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions that the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services as provided herein and in the Loan Agreement. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of bankruptcy of the Issuer, any fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or

transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer and the Borrower and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee signed by (i) the Issuer if no event of default has occurred and is continuing unremedied or unwaived; or (ii) the Requisite Bondholders. All fees and expenses due and owing to the Trustee, including counsel fees, shall be paid prior to the effectiveness of any removal.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. If a successor Trustee has not been appointed within thirty (30) days of the notice of resignation or removal of the Trustee, the Trustee may appoint a successor or may petition a court of competent jurisdiction for the appointment of a successor, and any such action of a court shall be binding upon the parties. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights,

powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc.. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent, Registrar and Transfer Agent; Resignation or Removal of Paying Agent, Registrar or Transfer Agent. The Trustee is hereby appointed "Paying Agent", "Registrar" and "Transfer Agent" under this Indenture. Any Paying Agent, Registrar or Transfer Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least sixty (60) days' written notice to the Issuer, the Borrower and the Trustee. Any Paying Agent, Registrar or Transfer Agent may be removed at any time by an instrument, filed with such Paying Agent, Registrar or Transfer Agent and the Trustee and signed by the Issuer and the Borrower. Any successor Paying Agent, Registrar or Transfer Agent shall be appointed by the Issuer at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least One Hundred Million Dollars ($100,000,000), willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, Registrar or Transfer Agent, such Paying Agent, Registrar or Transfer Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent, Registrar or Transfer Agent to its successors, or if there is no successor, to the Trustee.

Section 8.12. Indemnification. To the extent permitted by law, the Issuer hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of this Indenture.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(c) To subject to this Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this Indenture which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Borrower, the Issuer or the holders of the Bonds; or

(e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

(f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the

holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 20__ Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which materially affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Borrower at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. Opinion of Counsel. The Trustee shall receive prior to its entry into any supplemental indenture under this Article IX, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Issuer, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article IX, to join in the execution of such supplemental indenture

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE LOAN AGREEMENT

Section 10.1. Amendments, etc., to Loan Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Borrower shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement as may be required (i) by the provisions of the Loan Agreement and this Indenture, including particularly amendments to the Loan Agreement relating to the issuance of additional notes, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc., to Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the consent of the Borrower and the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the Loan Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

Section 10.4. Opinion of Counsel. The Trustee shall receive prior to consenting to any amendment to the Loan Agreement under this Article X, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Issuer, as conclusive evidence that any such consent complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article X, to consent to such amendment to the Loan Agreement.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Borrower under the Loan Agreement, the Notes and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds) when

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Loan Agreement, the Notes and in this Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of the State of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) cash sufficient to make such payment, (2) Government Obligations, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (3) a combination of cash and such Government Obligations, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. The Trustee shall be entitled to receive a verification report of an independent certified public accountant, verification agent or similar expert to the effect that such securities and/or cash, together with the earnings thereon, will be sufficient to pay interest and principal (and applicable

premium) on the Bonds to redemption or maturity or an opinion of counsel to the effect that all conditions precedent to the defeasance have been complied with. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.3 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Borrower, in Government Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Government Obligations have been so set aside in trust.

In determining the sufficiency of the moneys and/or Government Obligations deposited pursuant to this Section 11.2, the Trustee shall be entitled to receive, at the expense of the Issuer, a verification report of a firm of nationally recognized independent certified public accountants and a defeasance opinion from nationally recognized bond counsel.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Series 20__ Bonds. If the Owner of any Series 20__ Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 20__ Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer, or the Borrower with respect to that Series 20__ Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Borrower, or the directors, trustees, officers or members of the Borrower. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust Borrower, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust Borrower or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust Borrower, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Borrower, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified or overnight mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the Loan Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation,

under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

Section 11.13. Reconstruction or Substitution of Leased Premises. If all or a portion of the Leased Premises shall be damaged or destroyed or subject to condemnation, the Borrower shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Lease.

(End of Article XI)

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused these presents to be signed in its name and behalf by the Mayor and its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, and to evidence its acceptance of the trusts hereby created, and [TRUSTEE] has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed by, its duly authorized officer, all as of the day and year first above written.

CITY OF WESTFIELD, INDIANA

By: _____
_____, Mayor

(SEAL)

Attest:

_____
_____, Clerk-Treasurer

_____, as Trustee

By: _____
(Written Signature)

_____
(Printed Signature)

EXHIBIT A

CONSTRUCTION ACCOUNT DISBURSEMENT REQUEST

CITY OF WESTFIELD, INDIANA
TAXABLE ECONOMIC DEVELOPMENT LEASE RENTAL REVENUE BONDS,
SERIES 20__ (UNION SQUARE PROJECT)

Request for Disbursement from Construction Account

Request No. ___

[TRUSTEE]
Attn: Corporate Trust Department
_____
_____, _____ _____

THE UNDERSIGNED hereby certifies that he/she is an Authorized Borrower Representative as defined under the Trust Indenture, dated as of _____ 1, 20__ (the "Trust Indenture"), between the City of Westfield, Indiana and _____, as trustee (the "Trustee"). Terms used in this Request and not defined in this Request are used with the meanings ascribed to such terms in the Trust Indenture.

Pursuant to Section 4.3(c) of the Trust Indenture, the Borrower hereby orders the Trustee to pay the Financed Project Costs, as described on Schedule 1 to this Request.

IN SUPPORT OF THIS REQUEST, the undersigned Authorized Borrower Representative of the Borrower certifies as follows:

1. The aggregate costs or obligations set forth in this Request (a) have been made or incurred, (b) were necessary for the construction of the Project, and (c)(i) were made or incurred in accordance with the effective construction contracts, plans and specifications or purchase contracts or (ii) are for otherwise allowable Financed Project Costs;

2. The amount(s) paid or to be paid is(are) reasonable and represent(s) a part of the amount(s) payable for the Financed Project Costs; and such payment(s) was(were) made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

3. No part of such costs or obligations was included in any written request previously filed with the Trustee under the provisions of the Trust Indenture;

4. Exhibit A to this Request is a "recap" of the vendors and the respective amounts paid or to be paid pursuant to this Request; and

5. Such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Date: _____, 20__

CITY OF WESTFIELD BUILDING CORPORATION

By: _____

Printed: _____

Title: _____

EXHIBIT B

BOND ISSUANCE COSTS

ORDINANCE 22-19

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

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

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

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

WHEREAS, on June 6, 2022, the Westfield-Washington Township Advisory Plan Commission forwarded Petition No. 2205-ZOA-01 to the Council with a favorable recommendation in accordance with Indiana Code § 36-7-4-607; and

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

Section 1. **Article 3 Administration** shall be amended as follows:

A. **Article 3.1 General Administration** shall be amended as follows:

A. **Schedule of Meeting and Filing Dates:** The Department shall maintain an annual Schedule of Meeting and Filing Dates for the Technical Advisory Committee, Plan Commission, Plat Committee, and Board of Zoning Appeals. Modifications of filing dates are contemplated if determined reasonable by the Department. The existence of this calendar shall not be interpreted as prohibiting special meetings or changes of meeting dates by the Technical Advisory Committee, Plan Commission, Plat Committee, or Board of Zoning Appeals. The Schedule of Meeting and Filing Dates shall be made available in the office of the Department.

B. **Article 3.4(B)(9) Director of the Department; Duties** shall be relocated to 3.4(B)(10) and a new subsection shall be added as follows: "Approve or

deny Secondary Plats and amendments to Secondary Plats (see also Article 10.12 Subdivision)."

C. **Article 3.6 Plan Commission** shall be amended as follows: "The powers and duties of the Westfield-Washington Township Advisory Plan Commission (the "Plan Commission") are defined by Indiana law and are generally described below. The Plan Commission may delegate its authority to the Department or a committee, including a plat committee, to perform ~~ministerial~~ acts ~~exempt where final action of the Plan Commission is necessary~~ in accordance with Indiana law.

D. **Article 3.6(A)(7) Plan Commission; Duties** shall be deleted: "~~7. Approve or deny plats or replats of Subdivisions (see also Article 10.12 Subdivision).~~"

E. **Article 3.6(A)(9) Plan Commission; Duties** shall be amended as follows:

"Approve or deny Detailed Development Plans and Major ~~a~~Amendments to Detailed Development Plans (see also Article 10.7 Development Plan Review)."

F. **Article 3.7 Technical Advisory Committee** shall be relocated to 3.8. A new Article, titled **Plat Committee**, shall be added as follows: "A Plat Committee shall be appointed and have all authority as outlined in I.C. § 36-7-4-701, *et. al.*"

A. **Duties:** Duties should be interpreted as activities that are obligations and generally include:

1. Approve or deny Primary Plats and Major Amendments to Primary Plats (see also Article 10.12 Subdivision).

2. Approve or deny Overall Development Plans and Major Amendments to Overall Development Plans (see also Article 10.7 Development Plan Review).

3. Other Duties as permitted by Indiana Law or that may be delegated by the Plan Commission.

Section 2. **Article 7.3(C) Subdivision Standards** shall be amended as follows:

A. **Principles and Standards of Design; Subdivision Control Waivers** shall be amended as follows: "**Subdivision Control Waivers:** The ~~Plan Commission~~ Plat Committee, in its discretion, may grant a waiver from standards required by CHAPTER 8: DESIGN STANDARDS of this Ordinance. Such waiver shall be entered into the minutes of the ~~Plan Commission~~ Plat Committee together with the reasoning for the departure

from the required standards. As a condition of granting a waiver, a commitment may be made in accordance with Article 10.6 Commitments. A waiver may only be granted upon finding that:"

B. **Article 7.4 (H) Plat Certificates and Deed of Dedication; Plat Committee Certificate** shall be added as follows:

> The Primary Plat complies with all applicable standards of the Unified Development Ordinance and any Planned Unit Development District Ordinance that applies to the real estate.
>
> _____
> (Name), President
>
> _____
> (Name), Secretary

C. **Article 7.5 Chapter Amendment Log** shall be relocated to Article 7.6. A new Article, titled **Right to Appeal**, shall be added as follows: "An applicant or other interested party may appeal to the plan commission the primary approval or disapproval of a plat, or the imposition of a condition on primary approval by the plat committee, in accordance with section Indiana Code § 36-7-4-708. "

Section 3. **Article 10.7 Processes & Permits; Development Plan Review** shall be amended as follows:

A. **Article 10.7(A)Authority** shall be amended as follows: "**Authority:** A Development Plan review process, as set forth herein, is hereby established to ensure adherence to the standards of this Ordinance. Development Plan applications shall be generally considered favorably by the Plan Commission, Plat Committee, and Department."

B. **Article 10.7(C) Applicability** shall be amended as follows:

C. **Applicability:** The Development Plan review process shall be required prior to Development in all Zoning Districts, except as exempted by Article 4.2(J), as set forth herein.~~be necessary prior to any: (i) new construction; (ii) building additions; (iii) new or expanded surface Parking Areas; (iv) new or expanded impervious surface areas; (iv) renovation or improvements to a previously approved development plan; (v) exterior building renovations; or, (vi) any other improvements that require an Improvement Location Permit.~~

1. ~~Exception: Individual Single-family Dwellings shall not require Detailed Development Plan approval in accordance~~

~~with this Article; rather, the Building Permit review process (see also Article 10.8 Improvement Location Permit) shall serve as the Detailed Development Plan.~~

1. Overall Development Plan: An Overall Development Plan is required for Single-family Attached and Single-family Detached Major Subdivisions. The purpose of the Overall Development Plan is to preliminarily divide property into Lots, Blocks, or Common Areas and to ensure compliance with the standards of this Ordinance with regard to Lots (e.g., size, access, general building envelopes), Common Areas (e.g., perimeter landscaping, amenities shared signage) and shared infrastructure (e.g., drives, streets, cross-access, utilities, drainage). An Overall Development Plan does not include the review of the site layout or building design of individual building Lots; rather, it is intended to generally review Lots, Common Areas, public spaces and shared infrastructure so that adequate consideration is given to ensure a coordinated Development prior to subdividing the property.

2. Detailed Development Plan: A Detailed Development Plan is required prior to Development of (i) Multi-family Dwellings; (ii) Nonresidential Uses; (iii) Common Areas that were not otherwise reviewed with an approved Overall Development Plan; and (iv) Development Amenities which include a Building. The purpose of the Detailed Development Plan is to clearly define all construction matters and special conditions such as construction techniques, specific building locations and design (e.g., architecture), and specific site design (e.g., landscaping, parking, signage, lighting) for an individual Lot or Block.

3. Transition Rules:
    a. Previously Approved Development Plans: A development plan or site plan approved by the Plan Commission prior to the adoption of this Ordinance shall be deemed to be an approved Detailed Development Plan; except for development plans approved by the Plan Commission for single-family developments, which shall be deemed as approved Overall Development Plans.

    b. Existing Lots without Approved Development Plans or Site Plans: New improvements or changes to existing improvements on a Lot which has lawfully developed, but did not receive approval of a

development plan or site plan by the Plan Commission, shall require Detailed Development Plan approval, pursuant to this Article. Overall Development Plan approval shall only be required in this case if the proposed development~~s~~ results in a Major Subdivision.

C. **Article 10.7(D) Approvals Required** shall be amended as follows:

D. **Approving Authority ~~als Required~~:** ~~The approval of a Development Plan is a two-step process that includes the approval of an Overall Development Plan and the approval of a Detailed Development Plan, as set forth herein.~~ The approval or disapproval of ~~both~~ an Overall Development Plan is hereby delegated to the Plat Committee. ~~and~~ The Approval or disapproval of a Detailed Development Plan is hereby delegated to the Plan Commission.

~~1. The purpose of the Overall Development Plan is to preliminarily divide property into Lots, Blocks or Common Area and to ensure compliance with the standards of this Ordinance with regard to Lots (e.g., size, access, general building envelopes), Common Areas (e.g., perimeter landscaping, shared signage) and shared infrastructure (e.g., drives, streets, cross-access, utilities, drainage). An Overall Development Plan does not include the review of the site layout or building design of individual building Lots; rather, it is intended to generally review Lots, Common Areas, public spaces and shared infrastructure so that adequate consideration is given to ensure a coordinated development prior to subdividing the property.~~

~~2. The purpose of the Detailed Development Plan is to clearly define all construction matters and special conditions such as construction techniques, specific building locations and design (e.g., architecture), and specific site design (e.g., landscaping, parking, signage, lighting) for an individual Lot or Block.~~

D. **Article 10.7(E) Development Plan Review Criteria** shall be amended as follows: "**Development Plan Review Criteria:** Development Plans shall comply with and be reviewed by the Plan Commission or Plat Committee upon finding that the Development Plan is in compliance with the following requirements:"

E. **Article 10.7(F) Overall Development Plan Approval Process** shall be amended as follows:

1. Application Procedures:

a. Pre-Filing Conference: A pre-filing conference with the Department is required prior to the filing of any Development Plan application. The Applicant is encouraged to incorporate the Department's comments into the design of the project prior to the filing the application.

b. Who May File: Applications may be filed by a petition signed by the Property Owners of the real estate involved in the petition, or the Property Owner's authorized agent. If an authorized agent, then a consent form signed by the Property Owner and notarized shall accompany the application.

c. Filing Deadline: Applications shall be filed in accordance with the Schedule of Meetings and Filing Deadlines. The Applicant shall be responsible for distributing a copy of the application and Development Plan to members of the Technical Advisory Committee.

d. Forms of Filing: An Applicant shall submit a completed application to the Department on forms provided by the Department with documentation and supporting information as set forth in this Article.

e. Specifying Waiver Request: All Overall Development Plans shall specify and detail any waivers requested pursuant to Article 7.3 Principles and Standards of Design. Any waiver of standard shall not be considered unless specifically requested and presented to the ~~Plan Commission~~ Plat Committee for its consideration, even if it is otherwise identified on the Development Plan."

f. Docketing by Department: Each Development Plan filed shall be reviewed for completeness. All Development Plans which are determined to be in proper form pursuant to the guidelines established by the Department shall be numbered and docketed by the Department for an initial hearing by the ~~Plan Commission~~ Plat Committee.

2. Investigation of Petitions: The Technical Advisory Committee may review any Development Plan, at the Director's determination, prior to the ~~Plan Commission's~~ Plat Committee's consideration. The Department may submit a written report to the ~~Plan Commission~~ Plat Committee stating any facts concerning the physical characteristics of the area involved in the Development Plan, together with a recital of surrounding land

use and public facilities available to service the area, or other pertinent facts. The report may also contain opinions of the Department concerning the proposal contained in the Development Plan and a report from members of the Technical Advisory Committee. A copy of such statement shall be made available to the Applicant and all remonstrators of record, if any.

3. Amendments Prior to Public Hearing: Amendments to a Development Plan to be considered at the public hearing must be received by the Department in accordance with the Schedule of Meeting and Filing Deadlines, to allow for the Department's written report to include comments and recommendations related to plans that may have been amended in response to comments provided by the Department or the Technical Advisory Committee. If the Director determines amendments made are beyond those necessary to comply with the recommendations of the Department or the Technical Advisory Committee, then the Director may continue the public hearing and require the amended plans to be reviewed again by the Department and/or the Technical Advisory Committee.

4. Public Hearing and Notice: A public hearing by the ~~Plan Commission~~ Plat Committee shall be required for any Overall Development Plan and notification for the scheduled public hearing shall be completed consistent with the requirements of the Rules of Procedure of the Plan Commission and the Schedule of Meeting and Filing Deadlines. Any Development Plan which has been delegated to the Director for approval may occur without public notice and without a public hearing.

5. Amendments Proposed at Public Hearing: An Applicant may make amendments to an Overall Development Plan pending determination by the ~~Plan Commission~~ Plat Committee at any time prior to a vote being called for by the ~~Plan Commission~~ Plat Committee. If, in the sole discretion of the ~~Plan Commission~~ Plat Committee, the proposed amendment is of such a nature that additional time is needed for review, then the ~~Plan Commission~~ Plat Committee may continue its consideration in accordance with the Rules of Procedure of the Plan Commission. If amendments are presented by the Applicant and agreed to by the ~~Plan Commission~~ Plat Committee at the public hearing, then revised plans indicating all amendments approved by the ~~Plan Commission~~ Plat Committee shall be filed with the Department prior to the application of a ~~Detailed Development Plan~~ Secondary Plat.

6. ~~Plan Commission~~ Plat Committee Action: The ~~Plan Commission~~ Plat Committee will ~~then hold the public hearing and~~ review the application and required information and take action on the petition in accordance with this Ordinance, Indiana law, and the Rules of Procedure of the Plan Commission.

7. Amendments to Approved Overall Development Plan: Changes to an Overall Development Plan which has already received approval by the ~~Plan Commission~~ Plat Committee shall be subject to this section.

    a. Minor Amendments: If the Director determines a change to an approved Overall Development Plan is not a Major Amendment, then the change shall be deemed a Minor Amendment. Minor Amendments may be approved ~~as part of the Detailed Development Plan or Improvement Location Permit~~ administratively without a public hearing.

    b. Major Amendments: If the Director determines a change to an approved Overall Development Plan is a Major Amendment, then the Applicant shall be required to file a new application of an amendment to the Overall Development Plan, which shall follow the procedures set forth in this Article for the initial approval of the Overall Development Plan.

8. Appeals of Determinations by Director: Any determination of the Director made under the authority of this Article may be appealed by any interested party to the Plan Commission. Such letter shall request a hearing on the matter by the Plan Commission at the Plan Commission's next regularly scheduled meeting for which published notice of the appeal pursuant to I.C. 5-3-1 can be provided. Further, appeals of the Plan Commission's determination may be made in accordance with Article 10.3 Appeals of Administrative Decisions.

F. **Article 10.7(G)(3) Detailed Development Plan Approval; Plan Commission Action** shall be amended as follows: "Plan Commission Action: Following the Applicant's submittal of revised copies of the Detailed Development Plan, the Plan Commission shall review and take action on the petition in accordance with the Ordinance, Indiana law, and the Rules of Procedure of the Plan Commission without a public hearing. If the Detailed Development Plan complies with this Ordinance ~~and is substantially consistent with the approved Overall Development Plan~~, then the Plan Commission shall approve the Detailed Development Plan. If the Detailed

Development Plan is disapproved, then the Director shall set forth the reasons accordingly in writing and provide the Applicant with a copy.

G. **Article 10.7(H) Application Documentation and Supporting Information** shall be amended as follows: "**Application Documentation and Supporting Information:** All applications for Development Plan approval shall include the documentation and supporting information set forth herein. Other information as deemed necessary to support a thorough review of the project may be requested in writing by the Plan Commission, Plat Committee, or Director. The Director, in its sole discretion, may, in writing, waive or relax any of the documentation required which is not relevant or is deemed unnecessary for a thorough review of the development."

H. **Article 10.7(H)(1) Application Documentation and Supporting Information; Development Plan Scope** shall be amended as follows: "Development Plan Scope: An Overall Development Plan shall include those details applicable to the overall development, shared or Common Areas, shared infrastructure, and other areas deemed appropriate by the Director or ~~Plan Commission~~ Plat Committee in order that adequate consideration is given to ensure a coordinated development prior to subdividing the property. A Detailed Development Plan shall include all details specific to the individual Lot that is the subject of the application."

I. **Article 10.7(H)(4) Application Documentation and Supporting Information; Landscape Plan** shall be amended as follows: "Landscape Plan: A Landscape Plan in accordance with Article 6.8 Landscaping Standards, shall be required as part of any Development Plan. Landscape Plans for Overall Development Plans shall generally detail Tree Preservation Easements, perimeter areas, Buffer Yards, Common Areas, entryways, Street Trees, and any other Open Space as deemed appropriate by the ~~Plan Commission~~ Plat Committee or Director. Landscape Plans for a Detailed Development Plan shall generally be site or Lot specific showing compliance with Tree Preservation Easements, Parking Area areas, Buffer Yards, Street Trees, and on-site or foundation requirements."

J. **Article 10.7(H)(10) Application Documentation and Supporting Information; Traffic Impact Study** shall be amended as follows: "Traffic Impact Study: A Traffic Impact Study may be required to be conducted at the discretion of ~~the Director,~~ the Department of Public Works Director~~, or the Plan Commission~~. If a Traffic Impact Study is required, then it shall be prepared by a registered professional engineer and shall evaluate the impact of present and future traffic generated by the proposed development on the adjacent roadway system. Prior to commencement, an Applicant shall meet with the Department to determine the appropriate scope for the study."

Section 4. **Article 10.9 Processes & Permits; Planned Unit Development Districts** shall be amended as follows:

A. **Article 10.9(B) Required Approvals** shall be amended as follows: "**Required Approvals:** A Planned Unit Development District requires the following approvals, unless otherwise exempted in this Ordinance:"

B. **Article 10.9(D) Development Plan Approval** shall be amended as follows: "**Development Plan Approval:** ~~Overall D~~evelopment Plan ~~and Detailed Development Plan Review~~ approval, as set forth in Article 10.7 Development Plan Review, shall be required for all PUD Districts. Development Plans shall conform to the approved PUD District Ordinance and this Ordinance."

C. **Article 10.9(E) Permits** shall be amended as follows: "**Permits:** No permit of any kind shall be issued for any purpose within a PUD District except in accordance with the approved ~~Detailed~~ Development Plan, and after acceptance by the City of all required guarantees for improvements pursuant to this Ordinance."

Section 5. **Article 10.12 Processes & Permits; Subdivision** shall be amended as follows:

A. **Article 10.12(A) Authority** shall be amended as follows: "**Authority:** This Article establishes the process for the subdivision of land in accordance with CHAPTER 7: SUBDIVISION REGULATIONS, to ensure adherence to the standards of this Ordinance. Subdivision applications shall be generally considered favorably by the ~~Plan Commission~~ Plat Committee and Department."

B. **Article 10.12(C)(1) Approval Process** shall be amended as follows:

1. Major Subdivision: The approval of a Major Subdivision is a two-step process that includes the approval of a Primary Plat and the approval of a Secondary Plat, as set forth herein. The approval or disapproval of a Primary Plat is hereby delegated to the ~~Plan Commission~~ Plat Committee. After a Primary Plat has been approved, a property is eligible for Secondary Plat approval. The approval or disapproval of a Secondary Plat is hereby delegated to the Director.

2. Minor Subdivision: The approval of a Minor Subdivision is a one-step process that includes the approval of a "Minor Subdivision Plat" depicting the details of a Secondary Plat, as set forth herein. The approval or disapproval of a Minor Subdivision is hereby delegated to the Director and shall follow the process and requirements set forth herein for a Secondary Plat. ~~This type of subdivision may be used one time for the~~

~~subdividing of a parent parcel. Additional subdivisions of a parent parcel shall require approval as a Major Subdivision.~~

C. **Article 10.12(D) Requirement for Development Plan Approval** shall be deleted: "~~**Requirement for Development Plan Approval:** Approval shall not be granted to any Primary Plat unless an Overall Development Plan has been approved prior to or contemporaneous with the Primary Plat. Approval shall not be granted to any Secondary Plat unless a Detailed Development Plan has been approved prior to or contemporaneous with the Secondary Plat. See also Article 10.7 Development Plan Review.~~"

D. **Article 10.12(E)(1) Application Procedures; Pre-Filing Conference** shall be amended as follows: "Pre-Filing Conference: A pre-filing conference with the Department is required prior to the filing of any Primary ~~or~~ and the first Secondary Plat application for a Subdivision. The Applicant is encouraged to incorporate the Department's comments into the design of the project prior to filing the application."

E. **Article 10.12(E)(5) Application Procedures; Specifying Waiver Request** shall be amended as follows: "Specifying Waiver Request: All Primary Plats shall specify and detail any waivers requested pursuant to Article 7.3 Principles and Standards of Design. Any waiver of standard shall not be considered unless specifically requested and presented to the ~~Plan Commission~~ Plat Committee for its consideration, even if it is otherwise identified on the Primary Plat."

F. **Article 10.12(F) Primary Plat Approval** shall be amended as follows:

1. Phasing: A Primary Plat may include all or only part of a larger overall development (e.g., Planned Unit Development, Nonresidential Center); however, a Primary Plat shall include, at a minimum, the entire parent tract being subdivided, unless otherwise deemed unnecessary by the Director or ~~Plan Commission~~ Plat Committee. The purpose of this requirement is to avoid the creation of a remainder parcel(s) that does not comply with this Ordinance or that does not allow for the orderly development of the remainder parcel.

2. Docketing by Department: Each Primary Plat application filed in accordance with this Article shall be reviewed for completeness. All Primary Plat applications determined to be in proper form pursuant to the guidelines established by the Department shall be numbered and docketed by the Department for a public hearing by the ~~Plan Commission~~ Plat Committee.

3. Investigation of Petitions:

a. The Technical Advisory Committee may review any Primary Plat prior to the ~~Plan Commission's~~ Plat Committee's consideration.

b. The Department may submit a written report to the ~~Plan Commission~~ Plat Committee stating any facts concerning the physical characteristics of the area involved in the Primary Plat, together with a recital of surrounding land Use and public facilities available to service the area, or other pertinent facts. The report may also contain opinions of the Department concerning the proposal contained in the Primary Plat and a report from members of the Technical Advisory Committee. A copy of such statement shall be made available to the Applicant and all remonstrators of record, if any.

4. Public Hearing: A public hearing by the ~~Plan Commission~~ Plat Committee, in accordance with the Schedule of Meeting and Filing Dates, shall be required for any Primary Plat and notification for the scheduled public hearing shall be completed consistent with the requirements of the Rules of Procedure of the Plan Commission.

5. ~~Plan Commission~~ Plat Committee Action: The ~~Plan Commission~~ Plat Committee will then hold the public hearing and review the application and required information and take action on the petition in accordance with this Ordinance, Indiana law, and the Rules of Procedure of the Plan Commission.

6. Effect of Approval: Approval of a Primary Plat shall not authorize the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for such permits or approvals as may be required, which may include but are not limited to approval of a Secondary Plat, Detailed Development Plan, Improvement Location Permit, Building Permit and a Certificate of Occupancy.

G. **Article 10.12(G)(2) Secondary Plat Approval; Phasing** shall be amended as follows: "Phasing: A Secondary Plat may include all or only a part of the Primary Plat which has received approval; however, a Secondary Plat shall include, at a minimum, the entire parent tract being subdivided, unless otherwise deemed unnecessary by the Director. The purpose of this requirement is to avoid the creation of a remainder parcel(s) that does not comply with this Ordinance or that does not allow for the orderly development of the remainder parcel."

H. **Article 10.12(G)(2) Secondary Plat Approval; Time Limitation** shall be amended as follows: "Time Limitation: An Applicant may submit an

application for Secondary Plat approval within the time provided for appeal under I.C. 36-7-4-708; however, approval of a Secondary Plat shall not be granted until ~~thirty (30) days after the approval of a Primary Plat~~ said appeal period has lapsed."

Section 6. **Article 10.15 Processes & Permits; Zoning Map Changes (Rezones)** shall be amended as follows:

A. **Article 10.15(F)(4)** shall be deleted: "~~Possible Action: Following the public hearing, the Plan Commission may either forward the application to the Council with a favorable recommendation, an unfavorable recommendation, or no recommendation in accordance with Indiana Code; or continue the request to a subsequent Plan Commission meeting.~~"

B. **Article 10.15(G) Continuances**: shall be replaced as follows:

~~G. "Continuances: The application may be continued by the Plan Commission based on a request by the Director, Applicant, remonstrator, or interested party; an indecisive vote, or a determination by the Plan Commission that additional information is required prior to action being taken on the request. The continuing of all applications and any potential additional legal notice shall be consistent with the Rules and Procedures of the Plan Commission."~~

G. "Workshop: Following the Public Hearing, the application will appear as a workshop item at a subsequent Plan Commission meeting. This requirement can be waived by the Plan Commission by a majority vote following the Public Hearing."

H. **Article 10.15(H) Certification**, **Article 10.15(I) Council Action**, and **Article 10.15(J) Decision Criteria** shall be relocated to 10.15(I), 10.15(J), and 10.15(K), respectively. A new section, titled **Plan Commission Action**, shall be added as follows: "H. Plan Commission Action: Following the public hearing, and workshop if not waived in accordance with Article 10.15(G), the Plan Commission may either forward the application to the Council with a favorable recommendation, an unfavorable recommendation, or no recommendation in accordance with Indiana Code.

Section 7. **Article 12.1 Definitions** shall be amended as follows:

A. Add new definitions to read as follows:

1. Dwelling: A Building containing one or more Dwelling Units, excluding Hotels, Motels, and Boarding Houses.

2. Dwelling, Single-family Attached: A Duplex Dwelling, Triplex Dwelling, Quadraplex Dwelling, or Townhouse Dwelling as defined by this Ordinance.

3. Plat Committee: The Westfield-Washington Township Plat Committee.

B. Modify the following definitions as follows:

1. Amendment, Major: A proposed modification(s) to a previously approved development plan that is determined by the Director to adversely impact the purpose or intent of a previously approved Primary Plat or development plan. Example modifications may include: (i) an increase in the buildable area or number of Lots; (ii) an increase in impervious surface area or intensity of a Use; (iii) a reduction in the width of or number of plantings in a perimeter yard (e.g., buffer yard, external street frontage landscaping); or (iv) changes in standards or alignment of Streets or circulations, including additional driveways, Rights-of-way or access points.

2. Amendment, Minor: A proposed modification(s) to a previously approved Primary Plat or development plan that is not a Major Amendment.

3. Development Plan: An Overall Development Plan or Detailed Development Plan as defined by this Ordinance.

4. Dwelling, Single-family Detached: A building containing one (1) Dwelling Unit being a minimum of twenty-three (23) feet wide, which does not share a common wall with any other Dwelling Unit and is surrounded on all sides by outside areas located on the same Lot (e.g., detached building)."

5. Dwelling, Townhouse: A Dwelling Unit with a private entrance, which is part of a building with Dwelling Units attached in a linear arrangement, each having more than one story and ~~having a~~ totally exposed front and rear walls, used for access, light, and ventilation.

6. Subdivision, Major: Any Subdivision: (i) which results in two (2) or more smaller Lots or parcels, any of which front on or utilize a Private Street ~~or easement~~ for its only access; or, (ii) the Subdivision is for the purpose of Development (excluding cemeteries) and a new Street is to be dedicated, reserved, or otherwise platted.

7. Subdivision, Minor: A Subdivision within an Agricultural District or Single-family District along an existing Street, not involving the

opening~~, widening,~~ or extension of any Street (public or private), which comply with the applicable Zoning District standards, after the original tract has been completely subdivided.

Section 8. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. All acts undertaken to in creation of this Ordinance are hereby ratified.

[The remainder of this page intentionally left blank.]

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

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

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-19 was delivered to the Mayor of Westfield

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

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-19

this _____ day of _____, 2022.

_____

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-19

this _____ day of _____, 2022.

_____

J. Andrew Cook, Mayor

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

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

Westfield City Council Report

Ordinance Number:	22-19
APC Petition Number:	2205-ZOA-01
Petitioner:	City of Westfield
Requested Action:	Approval of an Ordinance to Amend Various Provisions of the Westfield-Washington Township Unified Development Ordinance.
Exhibits:	1. Department Report & APC Certification 2. Proposed Ord. 22-19 (clean) 3. Proposed Ord. 22-19 (color-coded)
Staff Reviewer:	Pam Howard, Assistant Director

PETITION HISTORY

This petition was introduced at the May 9, 2022, City Council meeting, the discussion for this petition can be viewed here. The petition received a public hearing at the May 16, 2022, Advisory Plan Commission (the "Plan Commission") meeting, the public hearing for this petition can be viewed here. This petition received a favorable recommendation at the June 6, 2022, Plan Commission meeting, the discussion for this petition can be viewed here.

OVERVIEW

The Westfield-Washington Township Unified Development Ordinance (the "UDO") was originally adopted in September 2014. Since then, six amendment ordinances have been adopted (November 2014, May 2015, May 2017, April 2018, August 2019, and September 2019). This amendment ordinance is proposed to address the following topics, which are further summarized herein. The topics are also color-coded, with the corresponding standards color-coded in **Exhibit 3**.

1. Changes to the rezoning process to accommodate a workshop meeting between the public hearing and recommendation;
2. Creation of a Plat Committee;
3. Separation of the Overall Development Plan (ODP) and Detailed Development Plan (DDP) processes;
4. Miscellaneous Items.

WORKSHOP MEETING

Late last year, it became clear that changes to our rezoning process were necessary due to frustrations with our current process expressed by Plan Commission members, petitioners, and staff. The main issue has been the inability to receive additional feedback on changes made following the public hearing. In practice, many recent zoning petitions have appeared at the plan commission for an "update meeting" prior to seeking a recommendation. This has sometimes been unintentional, as the petitioner had intended to request a recommendation, but held off because additional changes were requested. Requiring a workshop meeting between the public hearing and recommendation would allow the Plan Commission to provide feedback on changes made following the public hearing, prior to the item returning for a recommendation.

This would not add an extra monthly meeting to the calendar. Instead, the first monthly meeting would be reserved for public hearings and items of business, while the second meeting would be for workshop items only. This meeting will be a noticed public meeting. Members of the public will be welcome to attend, or view the meeting on the City's YouTube Channel; however, no public hearings will occur so there will not be an opportunity for verbal public comments at these meetings.

This new process would apply to all zoning projects: straight rezones (to a zoning district established in the UDO), new Planned Unit Development (PUD) Districts, and PUD Amendments; unless exempted by the Plan Commission following the public hearing.

Changes required to the UDO to accommodate this new process are minimal and involve reorganizing some sections of Article 10.15 Processes and Permits; Zoning Map Change (Rezones), and adding a section discussing the workshop meeting. Changes will also be required to the Plan Commission's Rules of Procedure, which would be presented for approval following the approval of this amendment.

PLAT COMMITTEE

The creation of a Plat Committee has been discussed internally for many years. The creation of this committee is a necessary step to accommodate the proposed changes to the rezoning process, by reducing the number of items on the Plan Commission's agenda. Details of the proposed committee are outlined below.

Membership: The Plat Committee would contain three or five members, all appointed by the Plan Commission with at least one of them being a member of the Plan Commission. All appointments would be for a one-year term.

Meetings: These would be public meetings, and subject to the same notice requirements as the Plan Commission meetings. This meeting would occur once or twice per month, with the day and time currently to be determined. The meeting would likely occur during business hours, similar to other city committees, but would be live-streamed on the City's YouTube Channel. To provide comments on a petition, members of the public could attend the meeting to speak in person or send written comments to the planners' email prior to or during the meeting, as they do for petitions being heard at the Plan Commission.

Authority: The Plat Committee would review and approve Primary Plats and ODPs. Unlike the current process, the goal would be to have the public hearing and approval occur at the same meeting. To accommodate this, we would not notice petitions until they are fully compliant and eligible for approval. The Plat Committee would be established in and operate under the Plan Commission's Rules of Procedure, which would be updated following the approval of this amendment.

Changes to accommodate this new process were required in four chapters of the UDO:

Chapter 3 Administration: Changes to this chapter include adding a reference to the Plat Committee Schedule of Meetings, specifying that the Plan Commission has the authority to create a plat committee,

and relocating duties from Article 3.6: Plan Commission section to the newly created Article 3.7: Plat Committee.

Chapter 7 Subdivision Standards: One change and two additions were made to this chapter. The change reassigns the authority to approve Subdivision Control Waiver from the Plan Commission to the Plat Committee, as these are part of the Primary Plat approval process. The two additions were suggested by our legal team and include a Plat Committee Certificate that will be signed after the approval of each Primary Plat, and a Right to Appeal section in accordance with Indiana Code.

Chapter 10 Processes and Permits: The only changes in this chapter that are specifically related to the creation of the Plat Committee were changing references from "Plan Commission" to "Plat Committee", or adding "Plat Committee" where necessary as related to Primary Plat and ODP review and approval.

Chapter 12 Definitions: A definition of "Plat Committee" was added to this chapter.

DEVELOPMENT PLAN

As a Department, we have struggled with the purpose of the ODP for Commercial Subdivisions. This is due to the fact that almost all of the elements reviewed with the ODP are either already included on the Primary Plat, or contingent upon the layout of the individual lots and will be reviewed with the DDP for each lot. The only item that does not fit into either of these categories is Common Area landscaping, for the few commercial developments that include Common Area. Additionally, it was recently discovered at the UDO only exempts the DDP process for Single-family Dwellings, the current definition of which is detached homes only. In practice, we have not required a DDP review and approval for Single-Family Attached projects. Doing so would create many issues as the individual architecture is frequently chosen as the units are sold, as they are in detached communities.

To remedy these issues, we have decided to split the ODP and DDP processes. With this split, the ODP process would be required for Single-family developments (both attached and detached); and the DDP process would be required for Multi-family and Commercial developments, as well as Common Areas that were not reviewed as part of an ODP.

Changes to accommodate the revised processes were required in two chapters of the UDO:

Chapter 10 Processes and Permits: The ODP and DDP review processes are outlined in Article 10.7 of the UDO. The necessary changes are outlined below:

Applicability: Changes to this section include removing the specific triggers and instead stating that a Development Plan review is required prior to Development in all Zoning Districts (except as exempted in Section 4.2(J)), and outlining which projects require ODP and which require DDP approval.

Approving Authority: The proposed amendment takes the existing Approvals Required section, which was essentially relocated to the above Applicability section, and renames it Approving Authority. The new section simply outlines that ODPs are approved by the Plat Committee and DDPs are approved by the Plan Commission.

Plan Commission Action: Currently, DDPs are required to be substantially compliant with the associated ODP. The proposed amendment removes this requirement as projects will no longer require both ODP and DDP approval.

Chapter 12 Definitions: The current UDO definition of "Single-family Dwelling" describes Detached Dwellings. For conciseness when drafting the proposed changes, we have renamed this definition

"Single-family Detached Dwelling" and added a new definition, "Single-family Attached Dwelling", which encompasses several existing Dwelling definitions.

MISCELLANEOUS STANDARDS

The proposed amendment includes additional changes that were not necessary to accommodate the new and revised processes, but have been included for a variety of reasons, as discussed below:

Article 3.4 Administration; Director of the Department; Duties: This change adds approval of secondary plats and replats as a duty of the Director. This has already occurred in practice and reconciles two UDO sections, as Secondary Plat approval is delegated to the Director in Article 10.12 Processes and Permits; Subdivision.

Article 10.7(H)(10) Application Documentation and Supporting Information; Traffic Impact Study: This change would remove the Director's and the Plan Commission's authority to request a Traffic Impact Study during the DDP process. The Director of Community Development and Director of Public Works would retain this authority. The reason for this change is that the onus for denying a DDP based on traffic impact alone would be very high, and the Director of Public Works would most qualified to determine if a traffic impact study would be useful.

Article 10.9 Processes and Permits; Planned Unit Development Districts: Changes made to this article reconcile the standards with our current practices and proposed process changes by acknowledging that not all projects in PUD Districts will require a DDP.

Article 10.12 Processes and Permits; Subdivision: Several changes were made to this article, as further explained below:

Minor Subdivision: The UDO permits subdivisions in Agricultural and Single-family Districts, which do not involve opening any new streets, to be processed as a Minor Subdivision. This allows the subdivision to skip the Primary Plat and have a Secondary Plat approved. Currently, this process is only permitted one time per parcel, and any subsequent subdivision requires the Major Subdivision process. This creates an issue, as Major Subdivisions are not permitted in the AG-SF1 District, so any further subdivision requires either a variance or rezoning. The proposed amendment would remove this standard, allowing the Minor Subdivision process to be used so long as the proposal complies with the Minor Subdivision definition and Zoning District standards.

Requirement for Development Plan Approval: The UDO currently requires an ODP to be approved prior to or contemporaneous with a Primary Plat, and a DDP to be approved prior to or contemporaneous with a Secondary Plat. In practice, the latter frequently does not occur as not all Secondary Plats are specifically related to a DDP. Additionally, the process changes discussed in the previous section would result in not all Primary Plats having an associated ODP. For these reasons, we are removing this standard.

Pre-filing Conference: The UDO currently requires a pre-filing conference for all Primary and Secondary Plats. The purpose of this meeting is for the petitioner to gain any preliminary feedback, and allow them the ability to ask questions of Public Works, Fire Department, and this Department. Over time, it became apparent that this is not necessary for later sections of subdivisions. For this reason, we stopped requiring the meeting for Secondary Plats of existing subdivisions. This amendment would formalize the change.

Secondary Plat Phasing: The UDO currently requires Secondary Plat to include the entire parent parcel being subdivided; however, allows the director to waive this same requirement for Primary Plats. This amendment would add the same language that exists for Primary Plats to this section. It is not expected that this standard will frequently be waived, but this would add consistency to the

ordinance and accommodate the rare instances where it doesn't make sense to include the entire parent parcel.

Secondary Plat Timing: The UDO currently states that a Secondary Plat cannot be approved until 30 days after approval of the associated Primary Plat. Indiana Code requires an appeal period of five (5) days following Primary Plat approval. This amendment would remove the 30-day requirement, and default to Indiana Code.

Chapter 12 Definitions: The proposed amendment adds one (1) definition and modifies five (5) definitions that are not specifically related to the process changes discussed in previous sections, as further outlined below:

Dwelling: This currently appears as a stand-alone term (i.e. not Dwelling Unit, Single-family Dwelling, etc.) in several places in the UDO, but is not defined. The proposed definition aligns with its current usage.

Development Plan: This currently appears as a stand-alone term (i.e. not Overall Development Plan or Detailed Development Plan) in several places in the UDO, but is not defined. The proposed definition aligns with its current usage.

Major and Minor Amendment: These definitions currently only address Development Plans, but have been used for Primary Plats as well. This amendment would add Primary Plat to both definitions to formalize this interpretation.

Townhouse Dwelling: The current definition of Townhouse Dwelling has created issues with single-story apartments, such as the Redwood and Sander's Glen projects. We have researched common definitions of Townhouse or Townhome and most include the units having more than one story. We have used this information to determine that single-story projects are not Townhouse Dwellings but are apartments, which fall under the Multi-family Dwelling definition. This amendment would formalize the interpretation and align our definition with the more widely used definition.

Major and Minor Subdivision: These definitions currently include the widening of any Street as a distinguishing factor as to whether a Subdivision is considered major or minor. This could be interpreted to include the dedication of Right-of-Way for future widening, which is required for all Subdivisions. For this reason, we are specifying that only opening or extending a Street qualifies, and not the widening of an existing Street. Additionally, if any lots use an easement as their only access, the subdivision could be considered major. This has consistently been interpreted to apply only to Private Street Easements and not shared drives. This amendment would formalize that interpretation.

CHANGES SINCE INTRODUCTION

One change has been made to the Proposed Ordinance since the May 9, 2022, City Council Introduction. This change is located in Article 10.7(H)(4) and adds Tree Preservation Easements as a requirement to be shown on Landscape Plans associated with both Overall Development Plans and Detailed Development Plans.

STATUTORY CONSIDERATIONS

Indiana Code 36-7-4-603 states 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.

PROCEDURAL

Procedures to amend a zoning ordinance are established by Indiana Code (I.C. 36-7-4-600, et seq.). Amendments are required to be considered at a public hearing. The public hearing for this petition was held at the May 16, 2022, Plan Commission meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its June 6, 2022, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 9 in favor, 0 opposed).

City Council

Introduction:	May 9, 2022
Eligible for Adoption:	June 13, 2022
Submitted by:	Pam Howard, Assistant Director, Community Development Department

Housing Stock

05/02/2022

(Data as recent as March of 2022)

Zoning

- Every property in Westfield-Washington Township and the City of Westfield is assigned or zoned a Zoning District

- Two Types of Zoning:
  - Straight Zoned
  - PUD

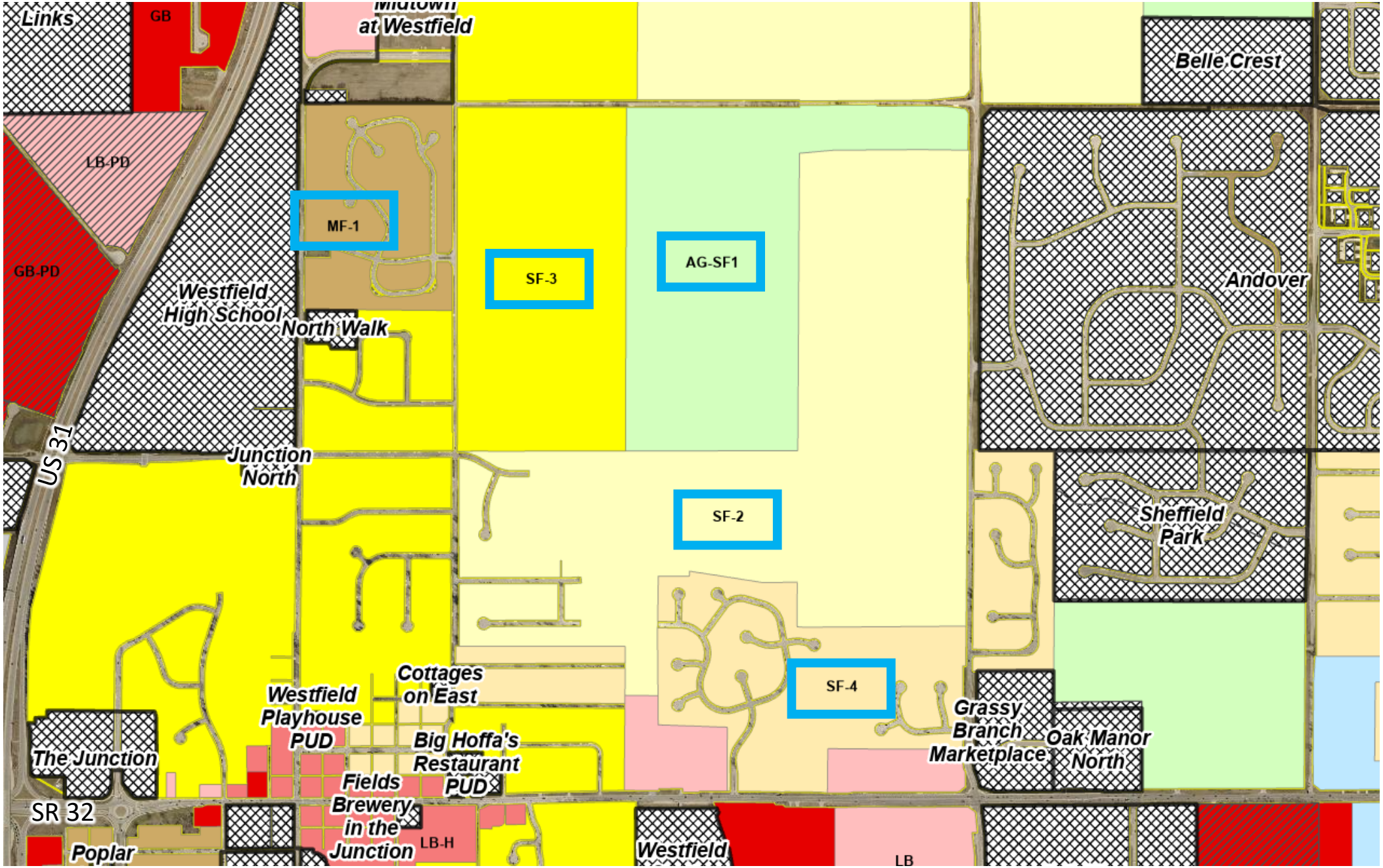
Straight Zoning

- Straight Zoning: A Zoning District established at the time when Zoning Districts were assigned to every property
  - Unless rezoned to another Zoning District
  - Typically, no third party was involved in zoning these properties; no developer

- "StZ" = Straight Zoned
  - Examples:
    - AG-SF1 = Agriculture / Single-family rural
    - SF1 = Single-family large lot
    - SF2 = Single-family low density
    - SF3 = Single-family medium density
    - SF4 = Single-family high density
    - SF5 = Single-family high density (villages)
    - SFA = Single-family attached
    - MF1 = Multi-family low density
    - MF2 = Multi-family medium density

Difference between these zoning districts are:

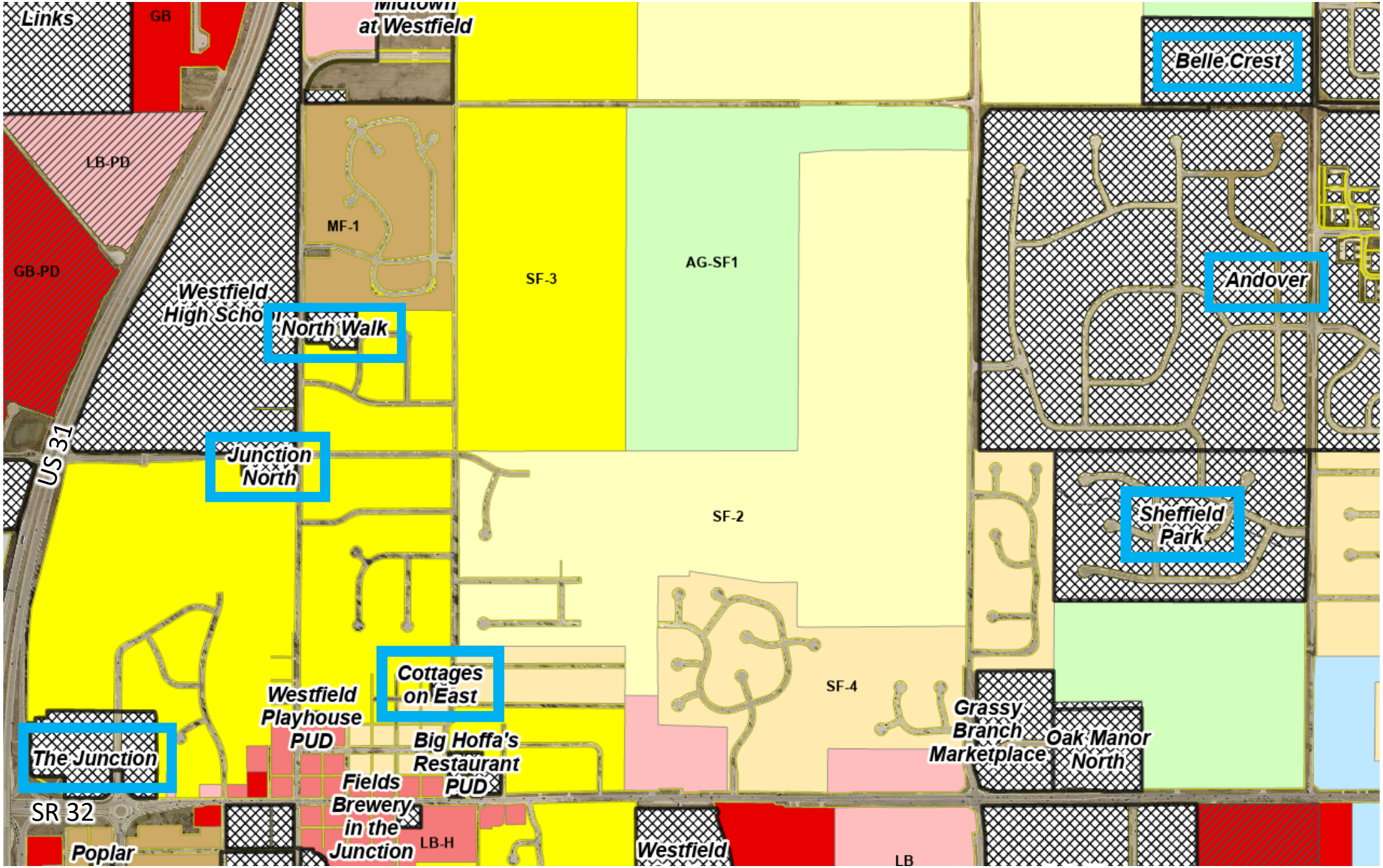
- Lot Area
- Living Area (building footprint)
- Setbacks
- Lot Width
- Lot Frontage
- Building Height


Links
GB
Midtown
at Westfield
Belle Crest
LB-PD
MF-1
SF-3
AG-SF1
GB-PD
Westfield
High School
North Walk
Andover
US 31
Junction
North
SF-2
Sheffield
Park
SF-4
Cottages
on East
Westfield
Playhouse
PUD
Big Hoffa's
Restaurant
PUD
Grassy
Branch
Marketplace
Oak Manor
North
The Junction
Fields
Brewery
in the
Junction
LB-H
SR 32
Poplar
Westfield
LB

Planned Unit Development

- Planned Unit Development: Either a <u>new</u> or <u>amended Zoning District</u> proposed and approved by a third party/developer, modifying or creating new standards for the property or properties
  - A set of standards overlaid on top of a Zoning District
  - In most cases, created by a third party/developer

- "PUD" = Planned Unit Development
  - Examples:
    - Maple Knoll PUD
    - Lantern Commons PUD
    - Chatham Hills PUD
    - Bridgewater Club PUD
    - Northpoint PUD


Links
GB
Midtown
at Westfield
Belle Crest
LB-PD
MF-1
GB-PD
SF-3
AG-SF1
Andover
Westfield
High School
North Walk
US 31
Junction
North
SF-2
Sheffield
Park
Cottages
on East
SF-4
Westfield
Playhouse
PUD
Grassy
Branch
Marketplace
Oak Manor
North
The Junction
Big Hoffa's
Restaurant
PUD
Fields
Brewery
in the
Junction
SR 32
LB-H
Poplar
Westfield
LB

Housing Stock – Two Type of Units

Single-family Units

- Single-family Homes
- “SF” = Single-family
- Single-family: typically, one unit on an individual lot

Multi-family Units

- Apartments
- Duplexes
- Townhomes
- “MF” = Multi-family
- Multi-family: typically, more than one unit on an individual lot and/or within the same building

Housing Stock – Data in Four Categories

Chosen to organize this residential data into two groupings, each with two sub-groups:

- Existing Units
- Expected Units

Existing Units

- 100% Built
- Not 100% Built

Expected Units

- Completing Construction
- Construction Has Not Started

Moving forward, we will explore each of these four categories

Existing Units

100% Built

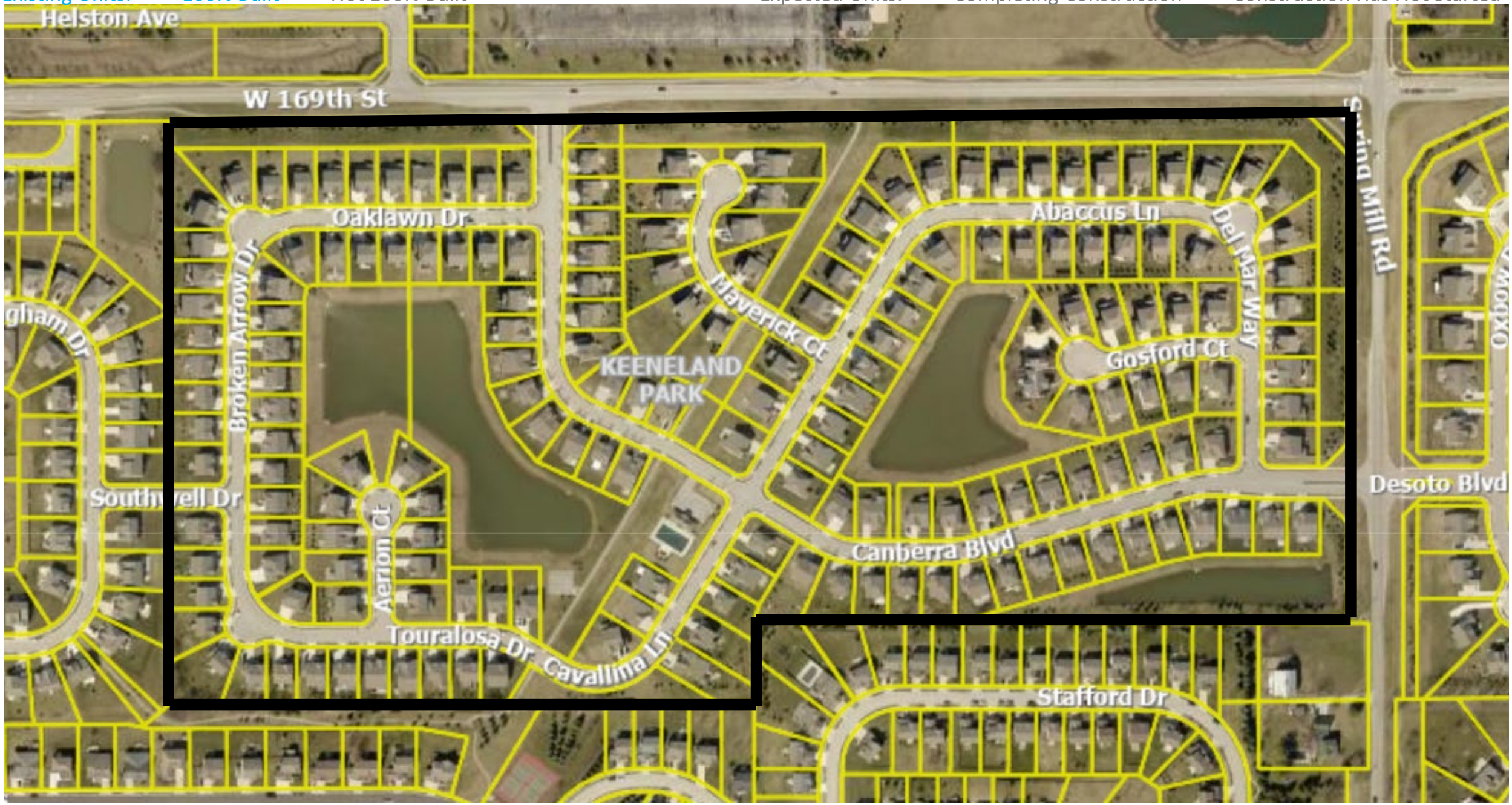
Not 100% Built

Existing Units – 100% Built

Existing Units – 100% Built

- Units have been built in fully completed subdivisions
  - No more room for any future units
- Includes Straight Zoned (StZ) and PUD subdivisions

Existing Units: 100% Built Not 100% Built Expected Units: Completing Construction Construction Has Not Started



Existing Units – 100% Built

- Units have been built in fully completed subdivisions
  - No more room for any future units
- Includes Straight Zoned (StZ) and PUD subdivisions
- *Disclaimer*
  - Some subdivisions included in this category are geographically built out and are counted as being 100% built
  - Meaning, even though a subdivision was approved for a certain amount of units, not all of those units were or are ever going to be built

Existing Units – 100% Built: Example

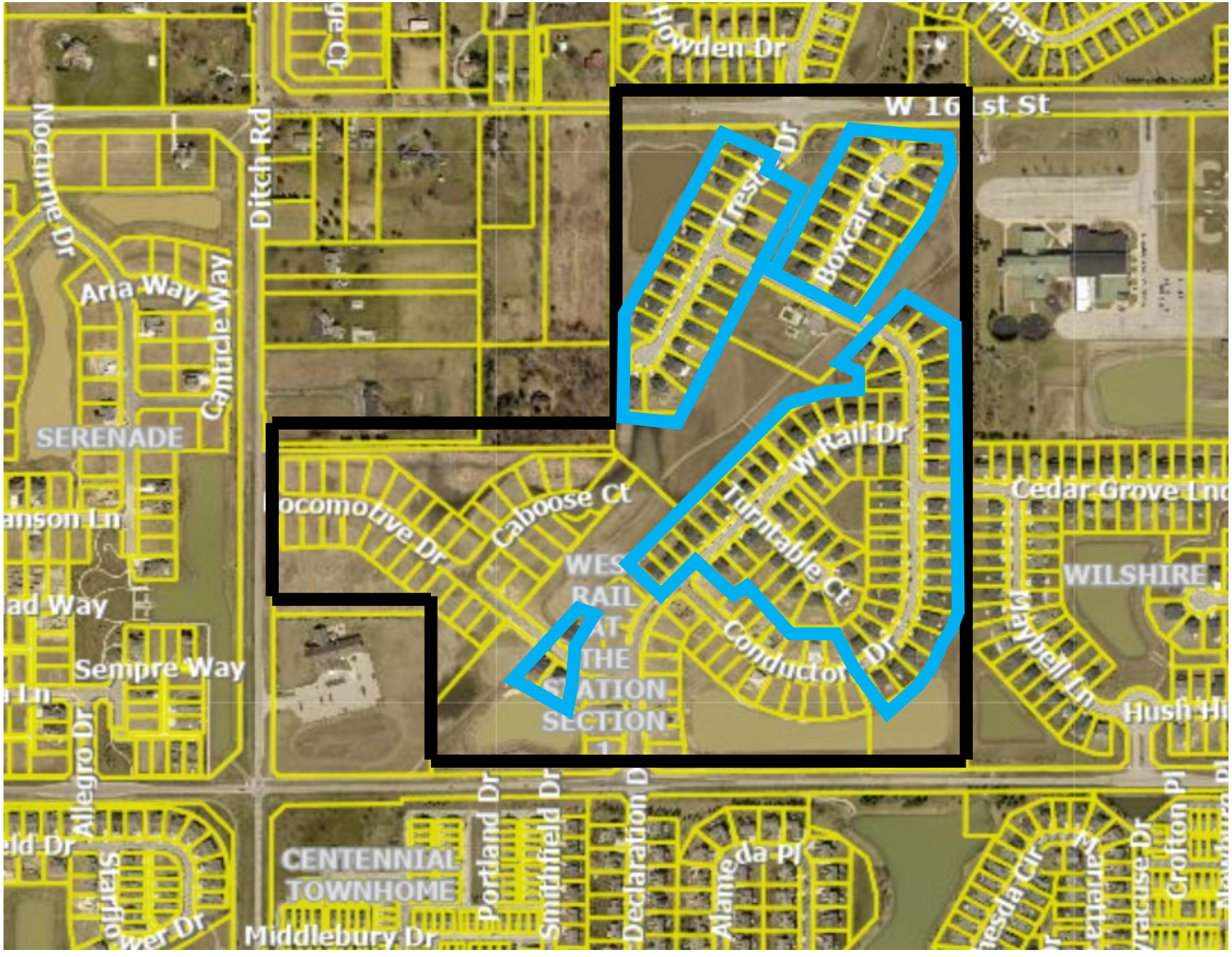
- Lantern Park
  - Approved for 60 Single-family units/lots
  - Built 58 units/lots
    - Geographically, no more room to build in the subdivision
  - 2 units/lots are still allowed/permitted

Existing Units – Not 100% Built

Existing Units – Not 100% Built

- Units are built and located in subdivisions that are partially completed
- Located in unfinished subdivisions
- Includes PUD subdivisions
- Example:
  - West Rail Subdivision: Approved for 236 Units
  - 155 Units currently built
  - 81 Units remain to be built in the subdivision
- For this example, this category includes only the 155 units

Existing Units: 100% Built Not 100% Built Expected Units: Completing Construction Construction Has Not Started



Expected Units

Completing Construction

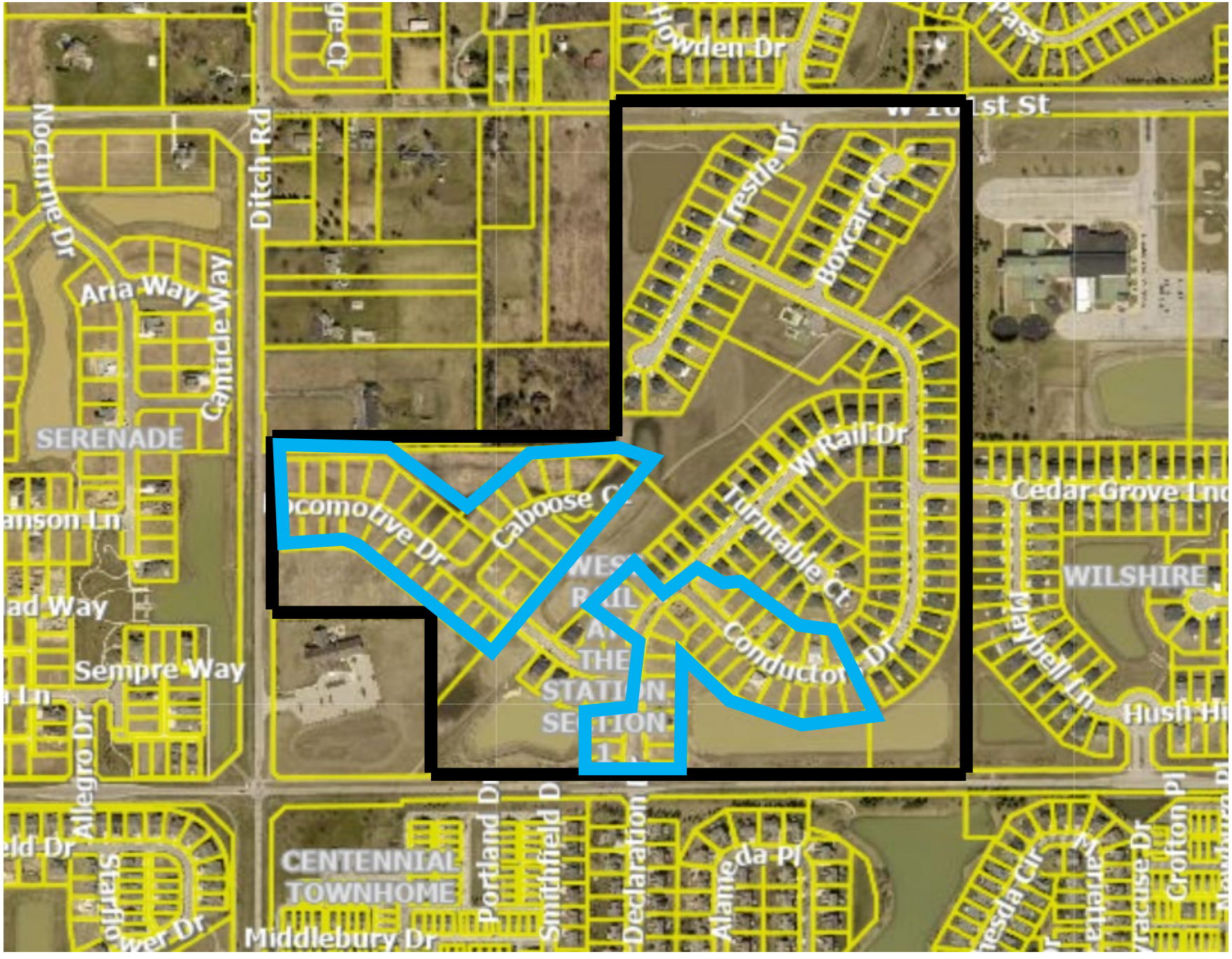
Construction Has Not Started

Expected Units – Completing Construction

Expected Units – Completing Construction

- Units that will be completing construction in subdivisions that are partially completed
- Units that will be built in unfinished subdivisions
- Includes PUD subdivisions
- Example:
  - West Rail Subdivision: Approved for 236 Units
  - 155 Units currently built
  - 81 Units remain to be built in the subdivision
- For this example, this category includes only the 81 units

Existing Units: 100% Built Not 100% Built Expected Units: Completing Construction Construction Has Not Started



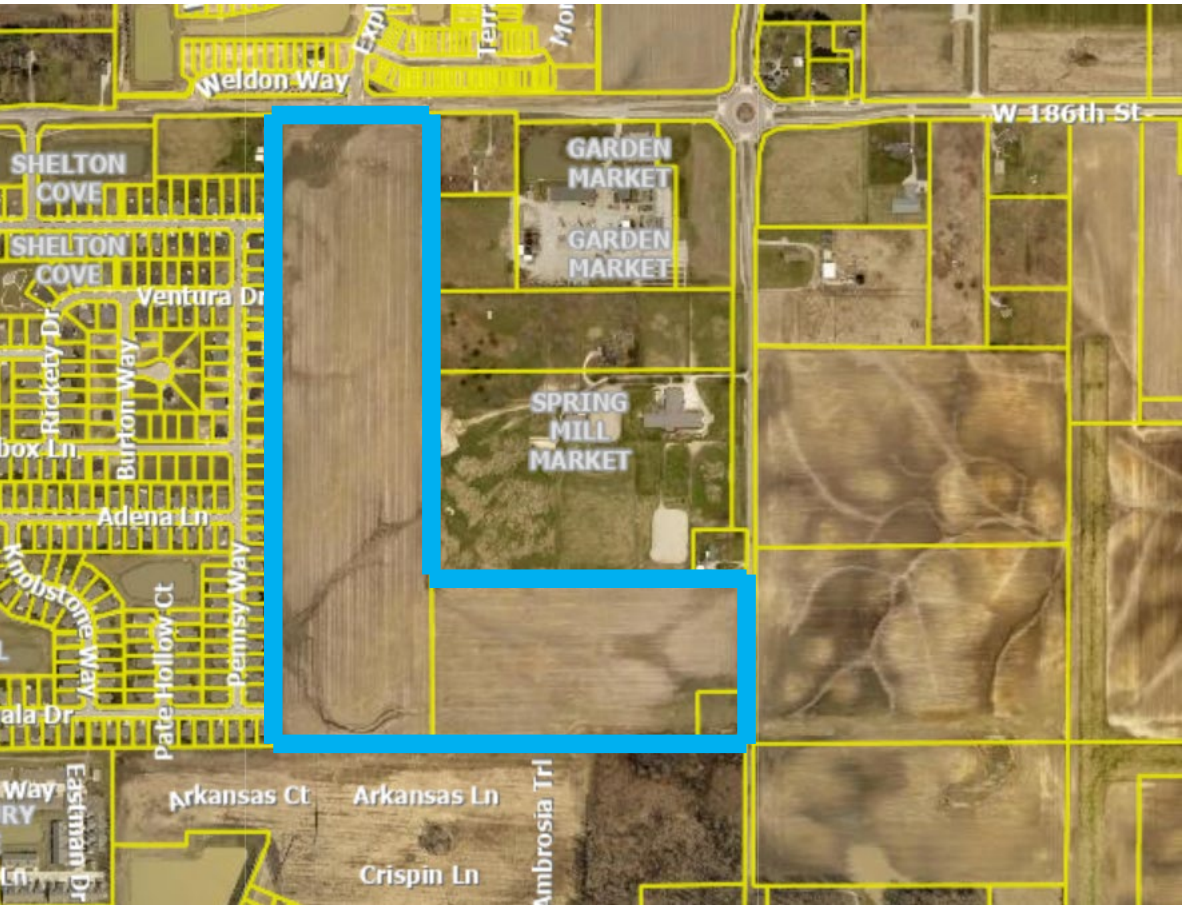
Expected Units – Construction Has Not Started

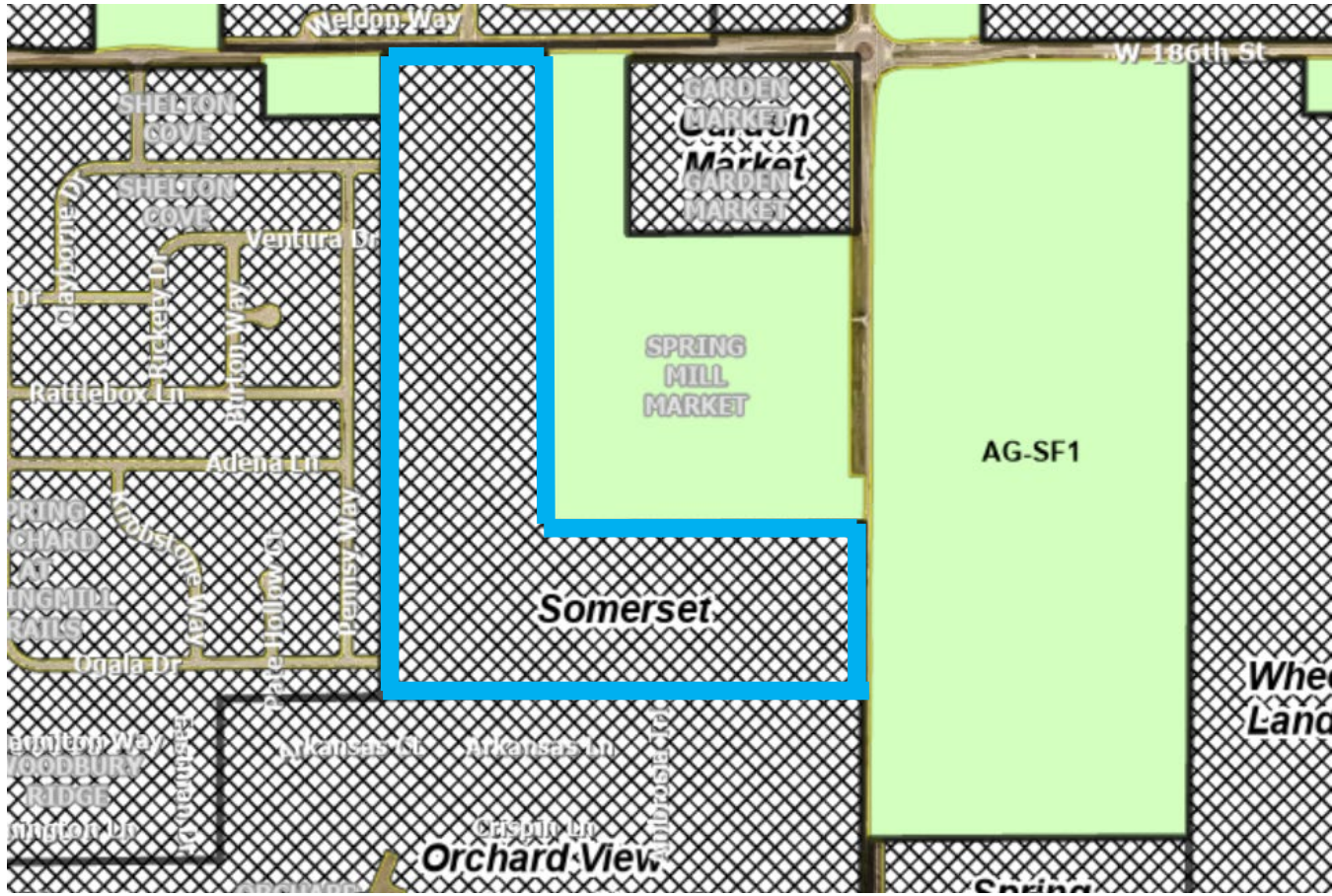
Expected Units – Construction Has Not Started

- Units have not started construction
- Units are approved to be built, but have not started building
- Includes PUD subdivisions
- Example:
  - Somerset PUD
  - Approved in 2021
  - Approved for 152 units
- For this example, this category includes only the 152 units

Existing Units: 100% Built Not 100% Built

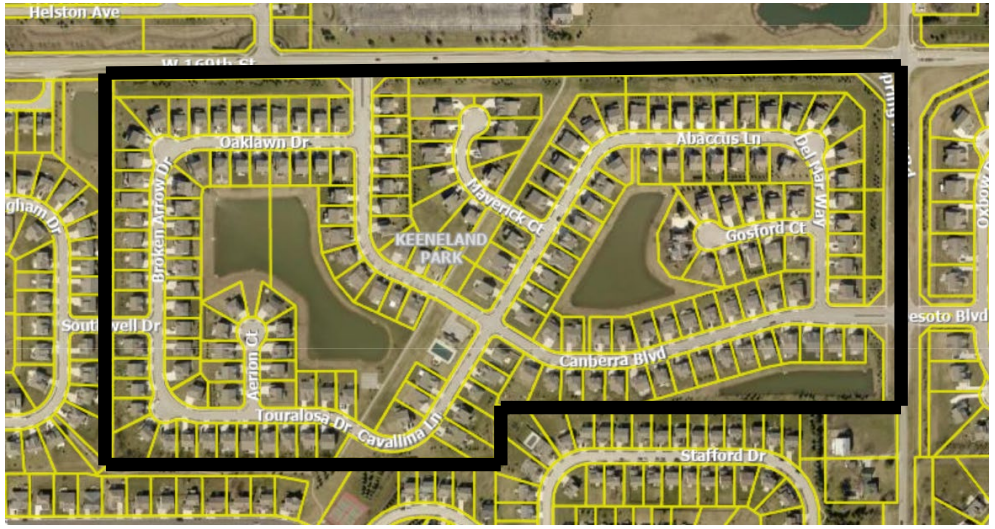
Expected Units: Completing Construction Construction Has Not Started





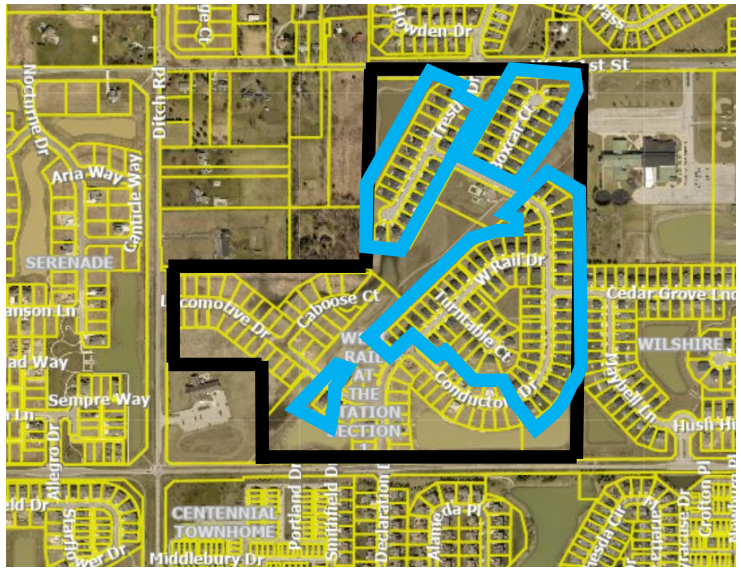
Housing Stock – Data in Four Categories

Existing:
100%
Built

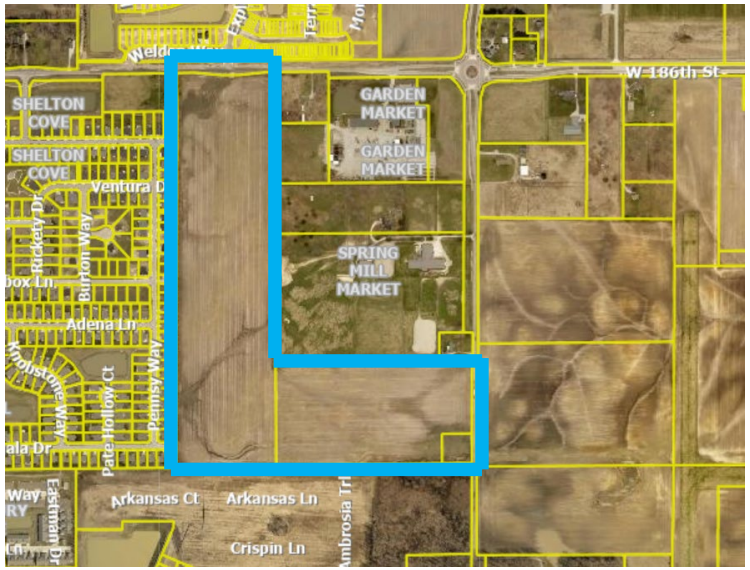


Expected:
Completing
Construction

Existing:
Not 100%
Built



Expected:
Construction
Has Not
Started



Averages

Building Permits

Certificates of Occupancy

Averages – Building Permits

- Single-family (SF) permits (End of Year (EOY))

• 2017	-	719	• 719 permits = 719 SF units
• 2018	-	786	• 786 permits = 786 SF units
• 2019	-	706	• 706 permits = 706 SF units
• 2020	-	994	• 994 permits = 994 SF units
• 2021	-	1,382	• 1,382 permits = 1,382 SF units

- 5 year average = 917.4 permits / year
- 917.4 permits = 917.4 SF units

Averages – Certificates of Occupancy

- Multi-family (MF) Certificates of Occupancy (CofO) (End of Year (EOY))

• 2017	-	144	• 144 units of MF
• 2018	-	68	• 68 units of MF
• 2019	-	120	• 120 units of MF
• 2020	-	265	• 265 units of MF
• 2021	-	454	• 454 units of MF

- 5 year average = 210.2 units / year

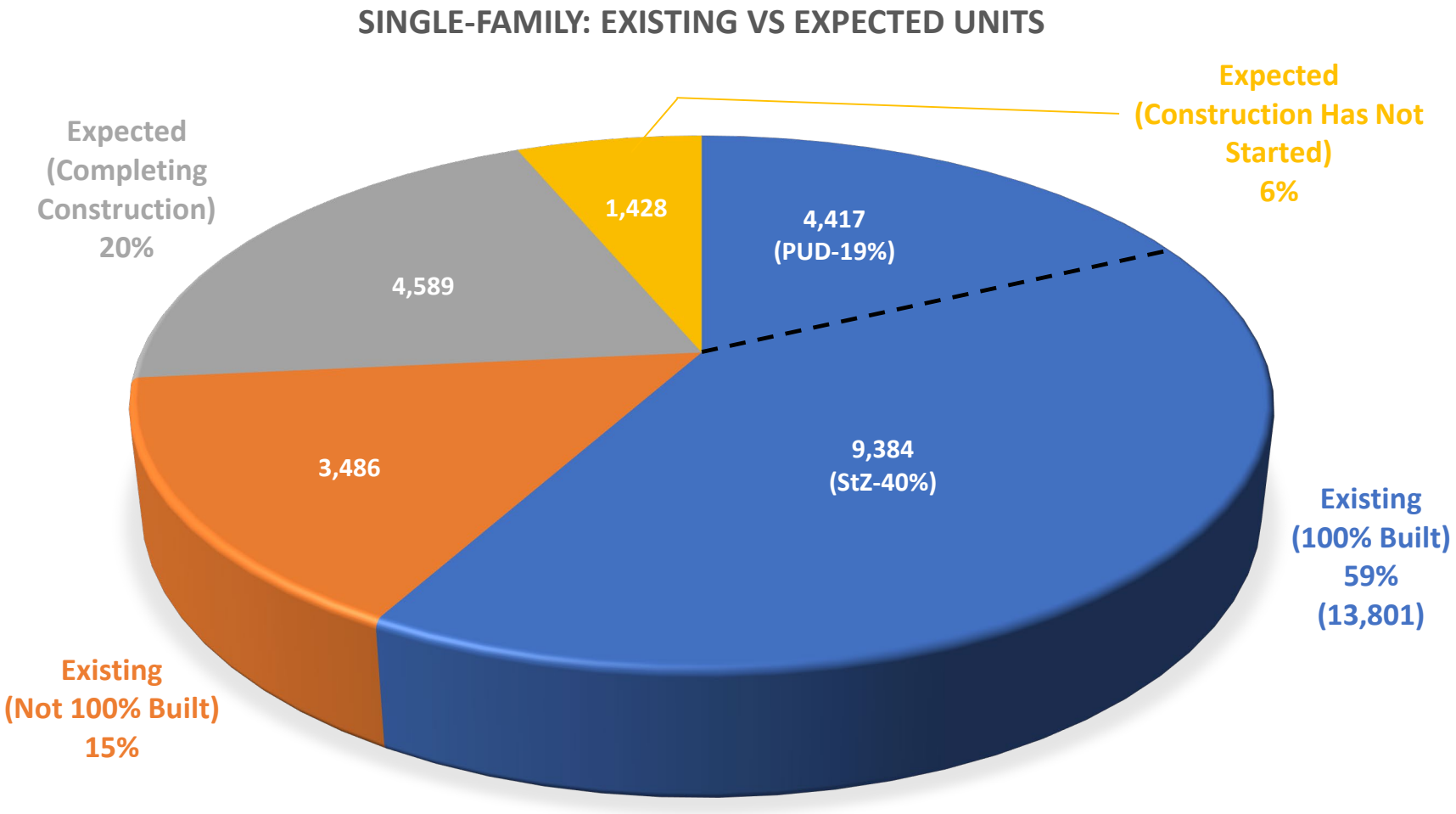
Single-family Units

“SF” = Single-family

1 Single-family home = 1 Single-family unit

Housing Stock: Single-family

(SF = Single-family StZ = Straight Zoned PUD = Planned Unit Development)

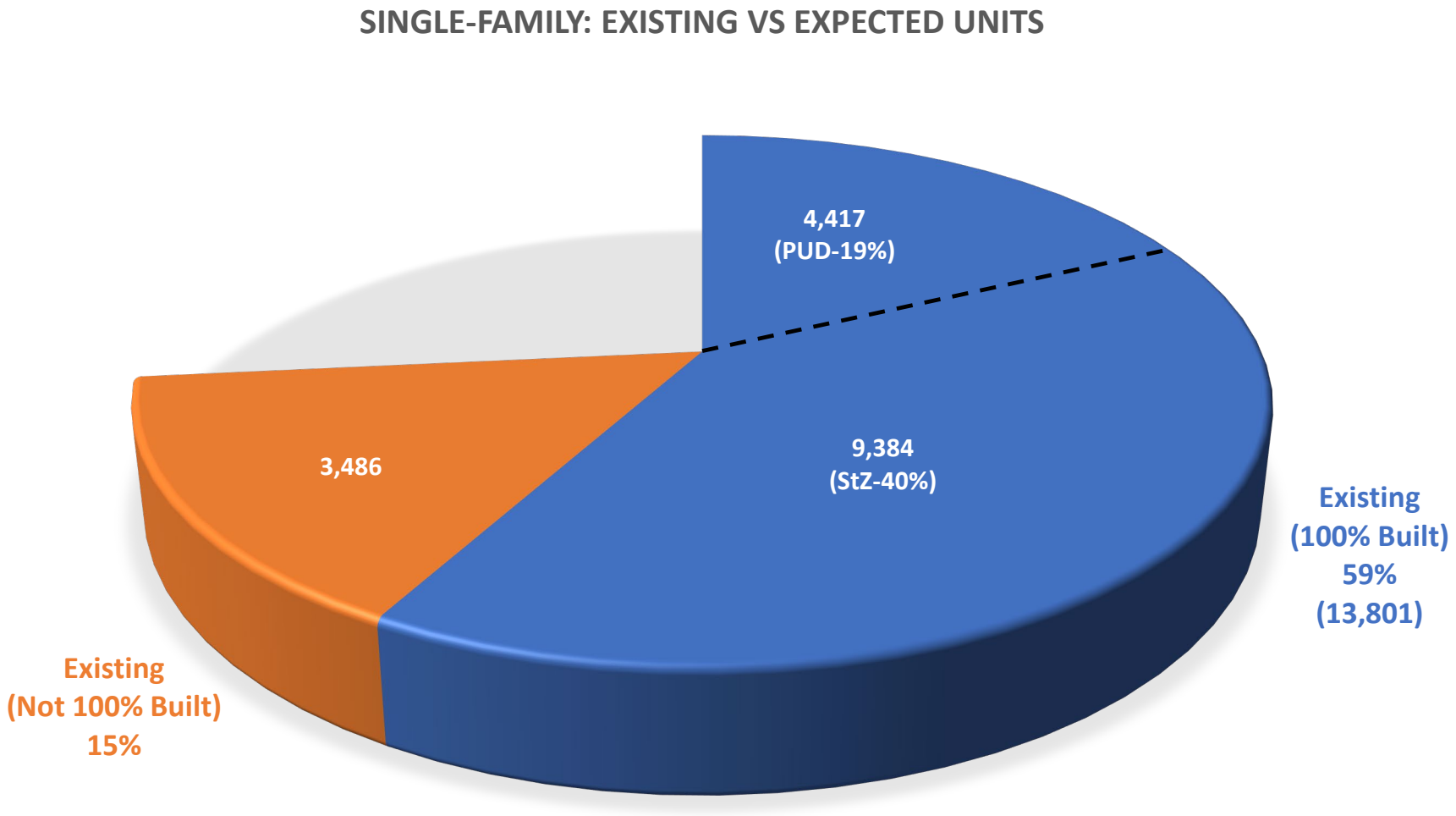


- 59% of all approved SF homes have been built in <u>fully completed</u> subdivisions
  - 13,801 units
- 15% of all approved SF homes are located in subdivisions that are <u>partially</u> completed
  - 3,486 units have been built, but are located in <u>unfinished</u> subdivisions
- 20% of all approved SF homes will be completing construction
  - 4,589 units will be built in <u>unfinished</u> subdivisions
- 6% of all approved SF homes have not started construction
  - 1,428 units approved to build, but have not started building

Housing Stock: Single-family

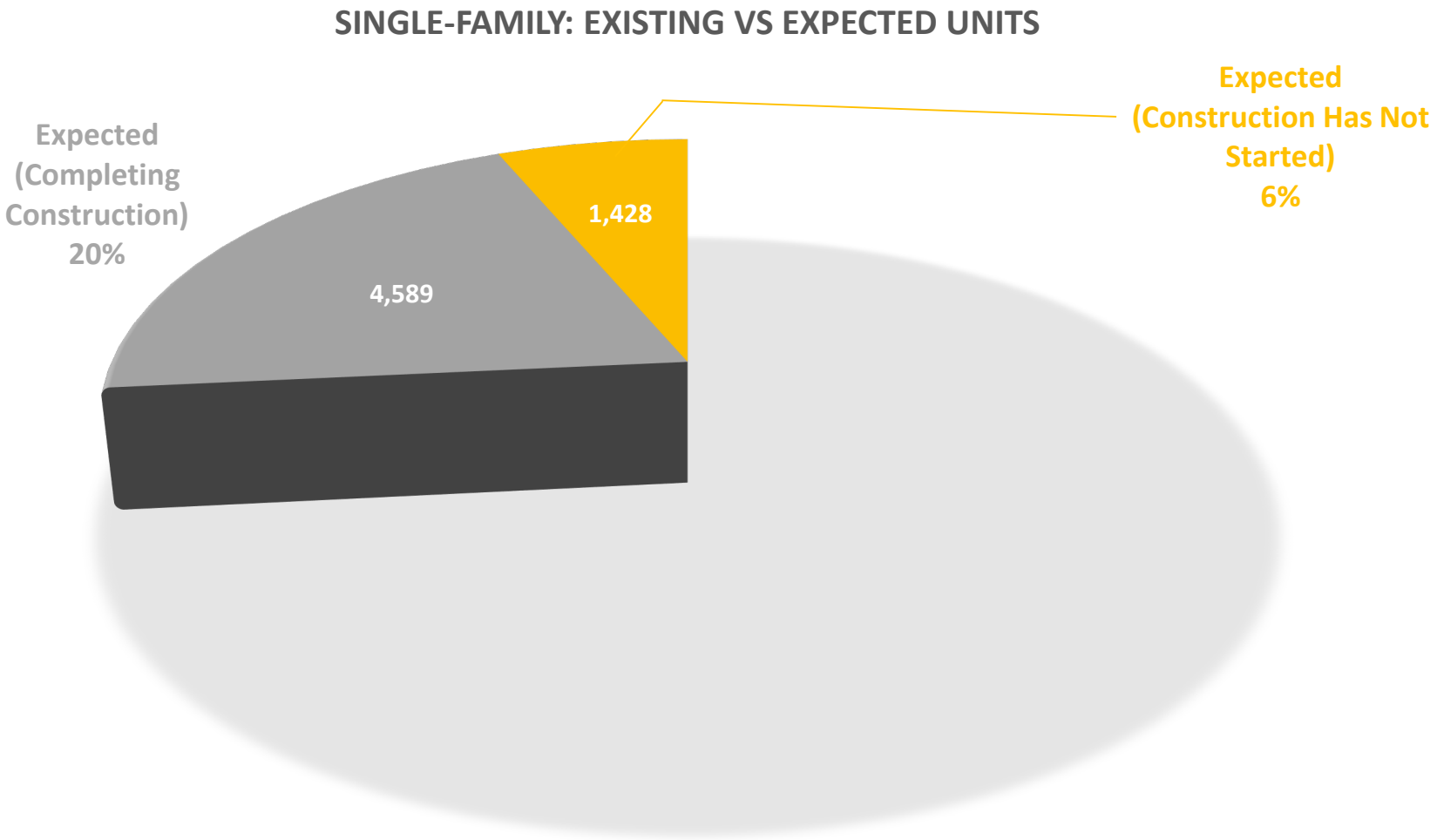
(SF = Single-family StZ = Straight Zoned PUD = Planned Unit Development)

- 17,287 units exist today (they have already been built)



Housing Stock: Single-family

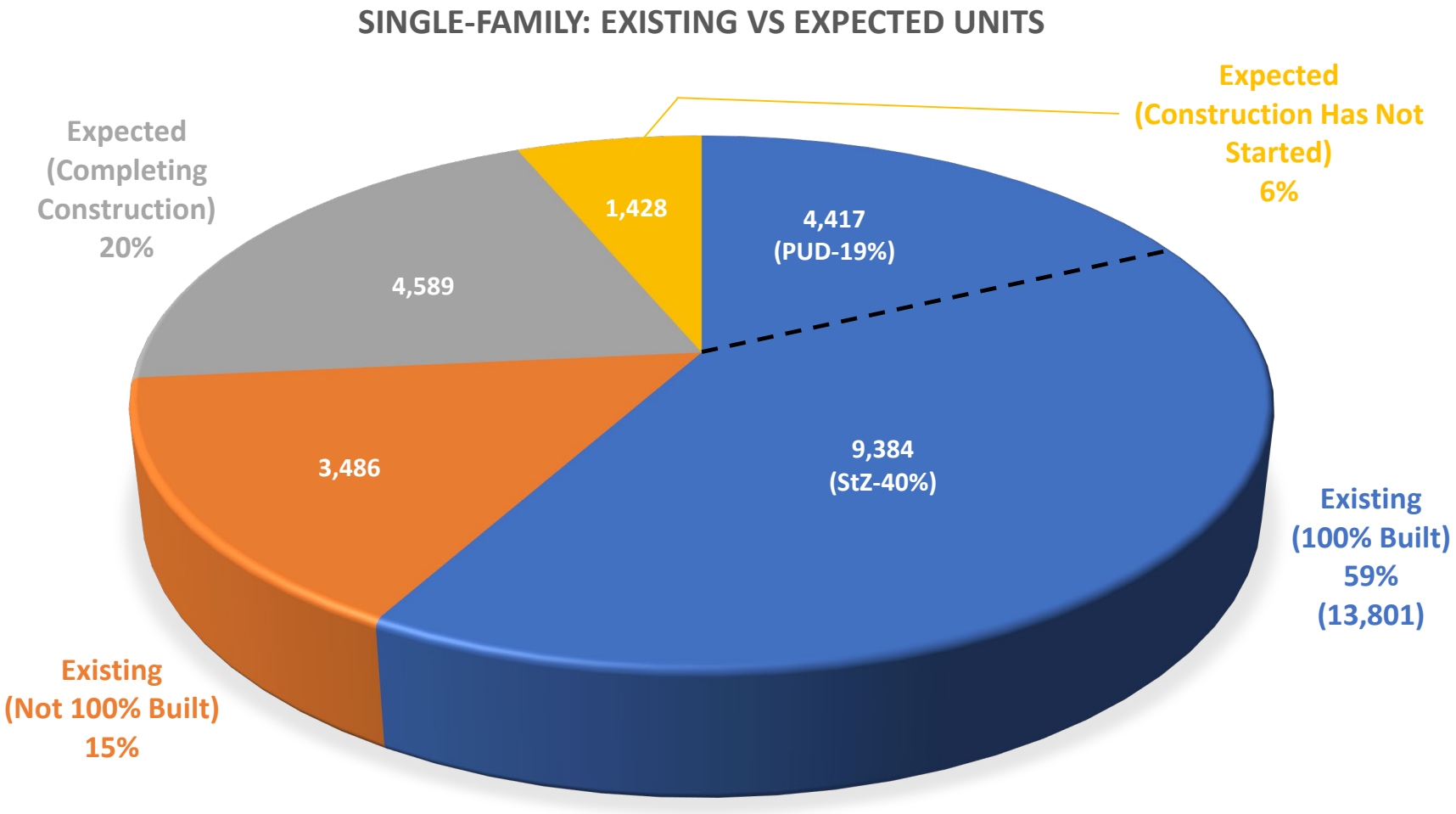
(SF = Single-family StZ = Straight Zoned PUD = Planned Unit Development)



- 6,017 units do not exist, but are approved to be built

Housing Stock: Single-family

(SF = Single-family StZ = Straight Zoned PUD = Planned Unit Development)



- 17,287 units exist today (they have already been built)
- 6,017 units do not exist, but are approved to be built
- Based on an average of 917.4 building permits a year, future construction will take 6.5 years to build
  - 5 years for expected units to be built (Completing Construction)
  - 1.5 years for expected units to be built (Construction Has Not Started)

Multi-family Units

"MF" = Multi-family

1 Multi-family home ≠ 1 Multi-family unit

1 Multi-family ~~home~~

1 Multi-family <u>Building</u>

1 Multi-family Building = 6 Townhome units

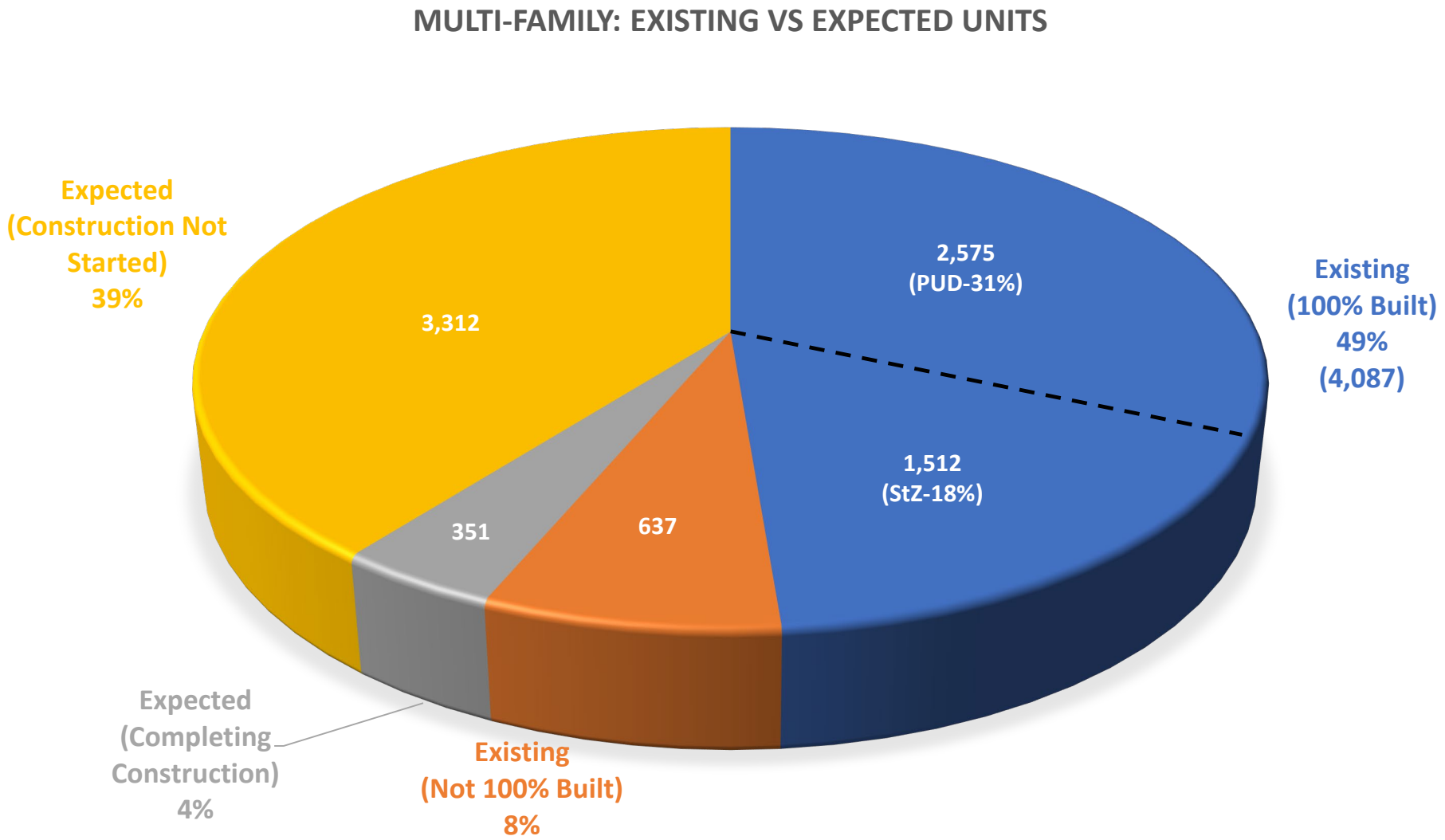
1 Multi-family Building = 2 Duplex units

1 Multi-family Building = 12 Apartment units

1 Multi-family <u>Unit</u> = 1 Apartment unit, 1 Townhome unit or 1 Duplex unit

Housing Stock: Multi-family

(MF = Multi-family StZ = Straight Zoned PUD = Planned Unit Development)

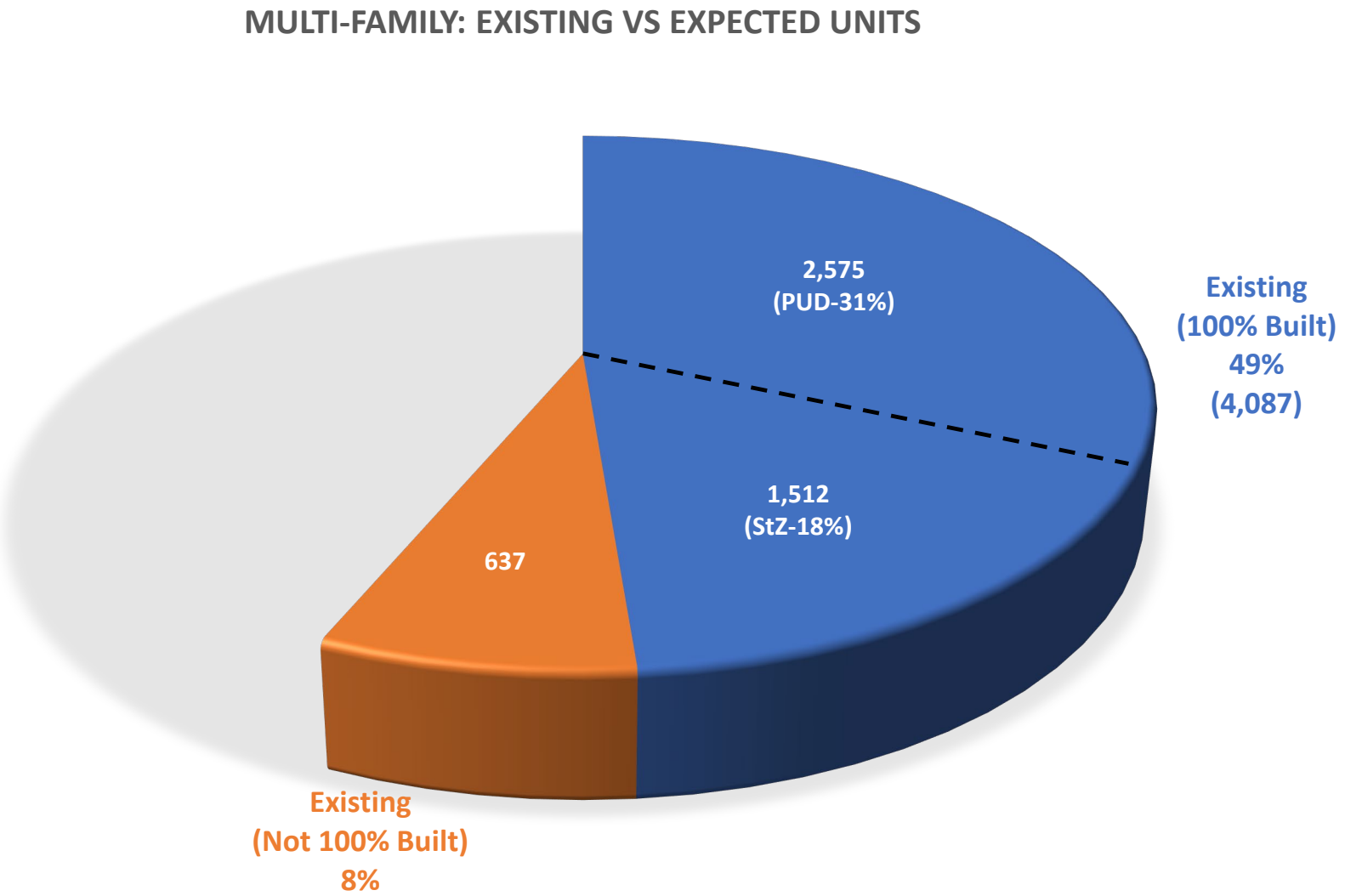


- 49% of all approved MF homes have been built in fully completed subdivisions
  - 4,087 units
- 8% of all approved MF homes are located in subdivision that are partially completed
  - 637 units have been built, but are located in unfinished subdivisions
- 4% of all approved MF homes will be completing construction
  - 351 units will be built in unfinished subdivisions
- 39% of all approved MF homes have not started construction
  - 3,312 units approved to build, but have not started building

Housing Stock: Multi-family

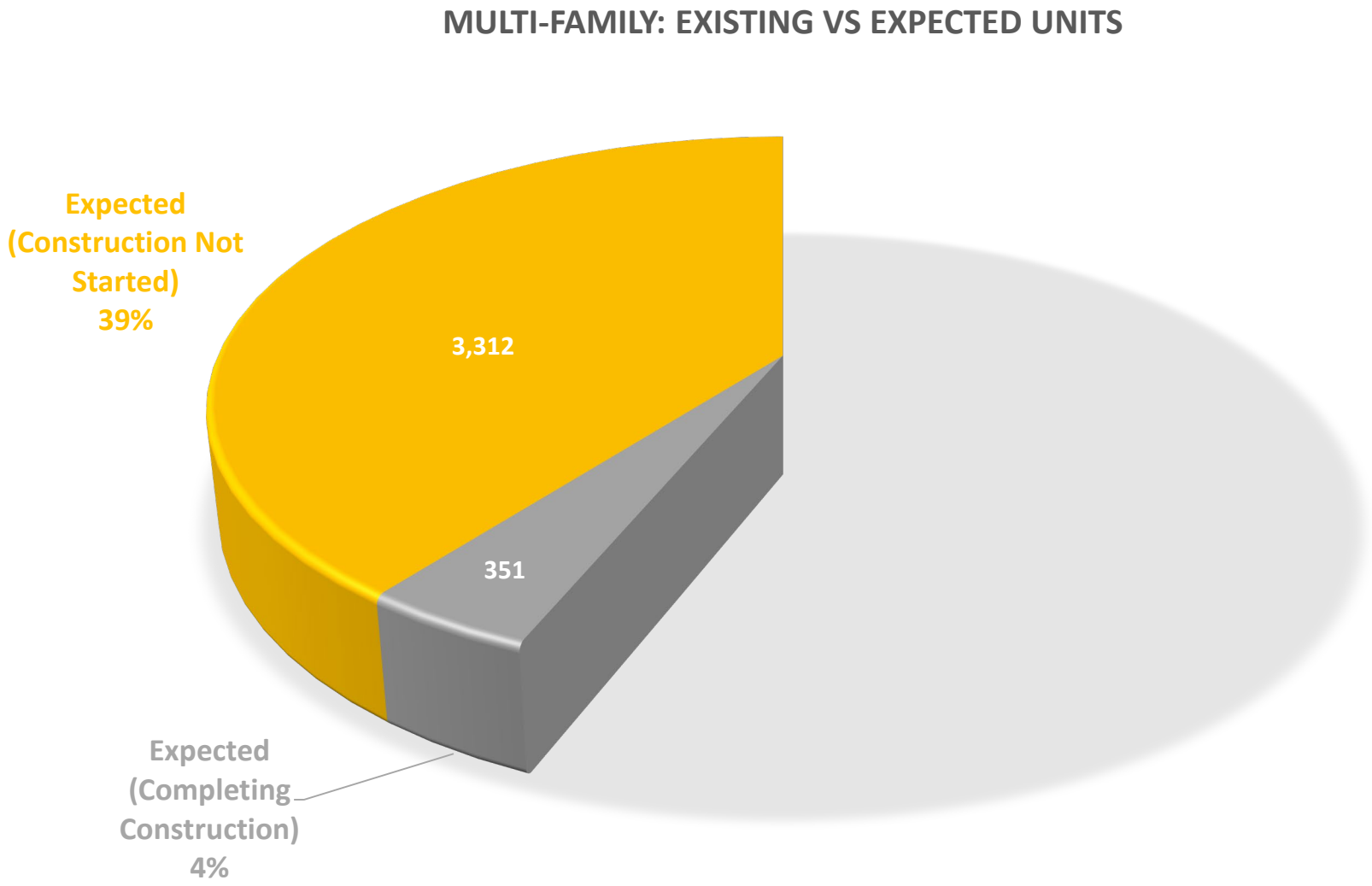
(MF = Multi-family StZ = Straight Zoned PUD = Planned Unit Development)

- 4,724 units exist today (they have already been built)



Housing Stock: Multi-family

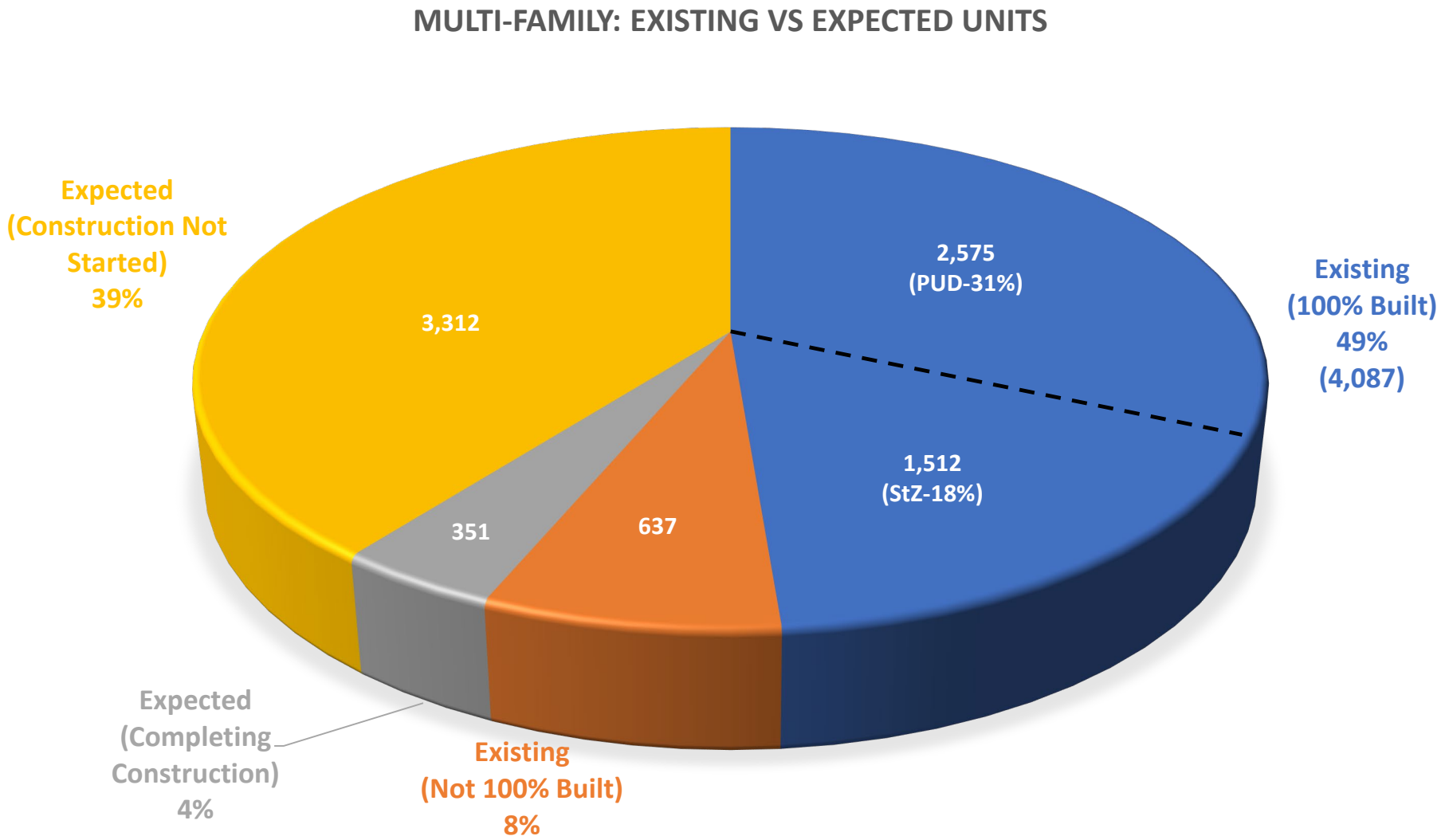
(MF = Multi-family StZ = Straight Zoned PUD = Planned Unit Development)



- 3,663 units do not exist, but are approved to be built

Housing Stock: Multi-family

(MF = Multi-family StZ = Straight Zoned PUD = Planned Unit Development)

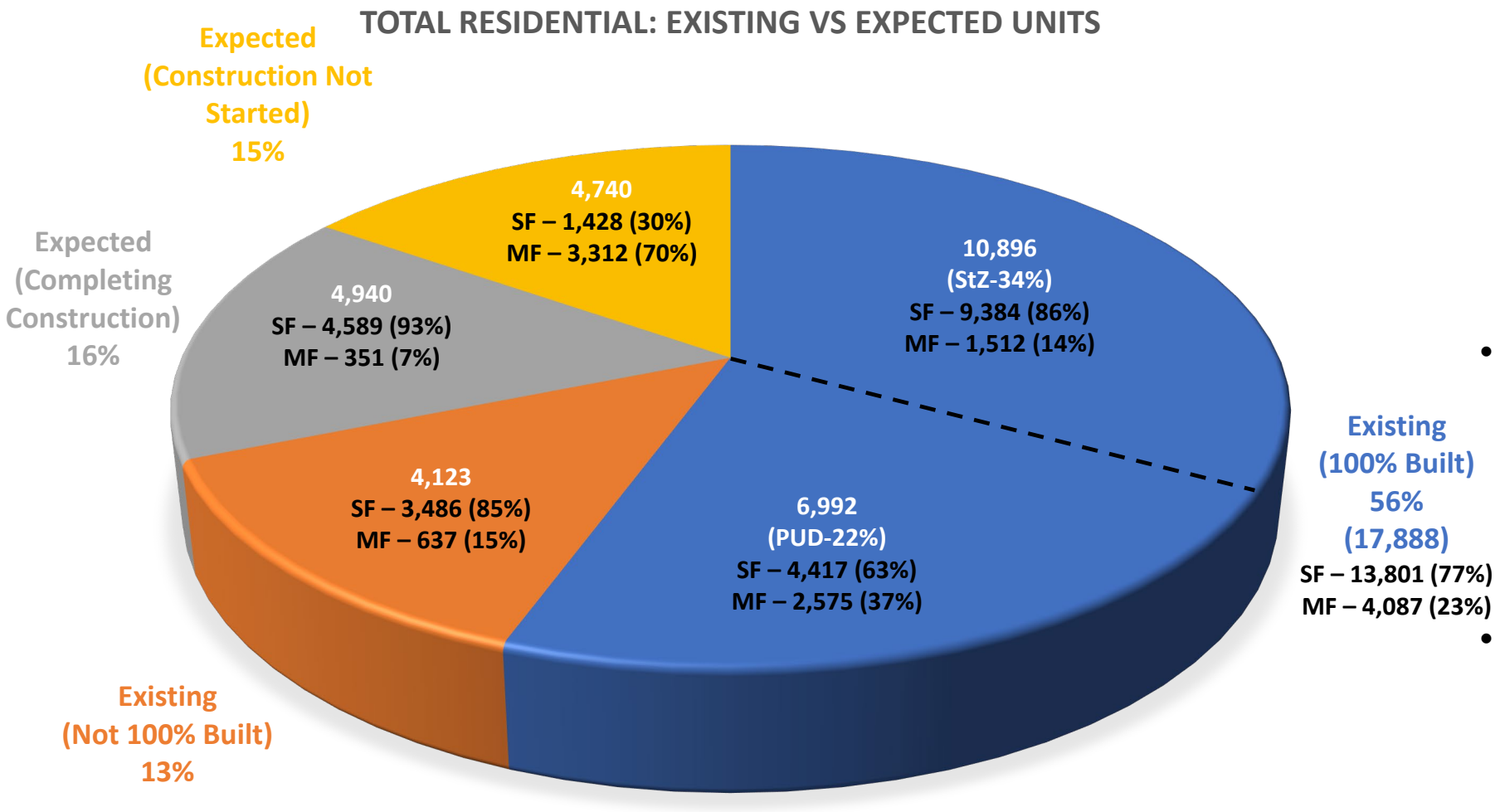


- 4,724 units exist today (they have already been built)
- 3,663 units do not exist, but are approved to be built
- Based on an average of 210.2 certificates of occupancy released a year, future construction will take 17.4 years to build
  - 1.6 years for expected units to be built (Completing Construction)
  - 15.8 years for expected units to be built (Construction Has Not Started)

Total Residential Units: Single-family and Multi-family

Total Residential: Single-family and Multi-family

(SF = Single-family MF = Multi-family
StZ = Straight Zoned PUD = Planned Unit Development)



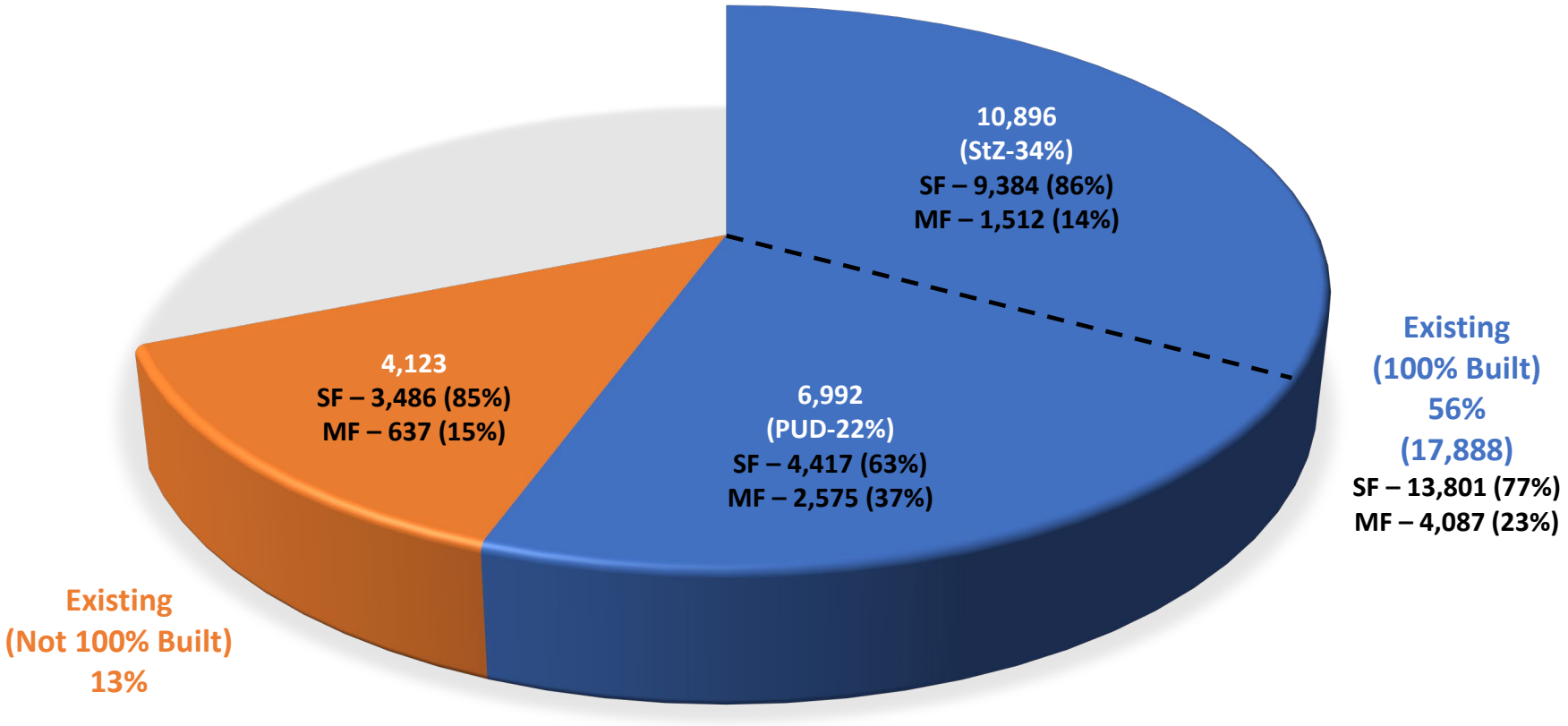
- 56% of all approved SF and MF homes have been built in <u>fully completed</u> subdivisions
  - 17,888 units
- 13% of all approved SF and MF homes are located in subdivisions that are <u>partially</u> completed
  - 4,123 units have been built, but are located in <u>unfinished</u> subdivisions
- 16% of all approved SF and MF homes will be completing construction
  - 4,940 units will be built in unfinished subdivisions
- 15% of all approved SF and MF homes have not started construction
  - 4,740 units approved to build, but have not started building

Total Residential: Single-family and Multi-family

(SF = Single-family MF = Multi-family
StZ = Straight Zoned PUD = Planned Unit Development)

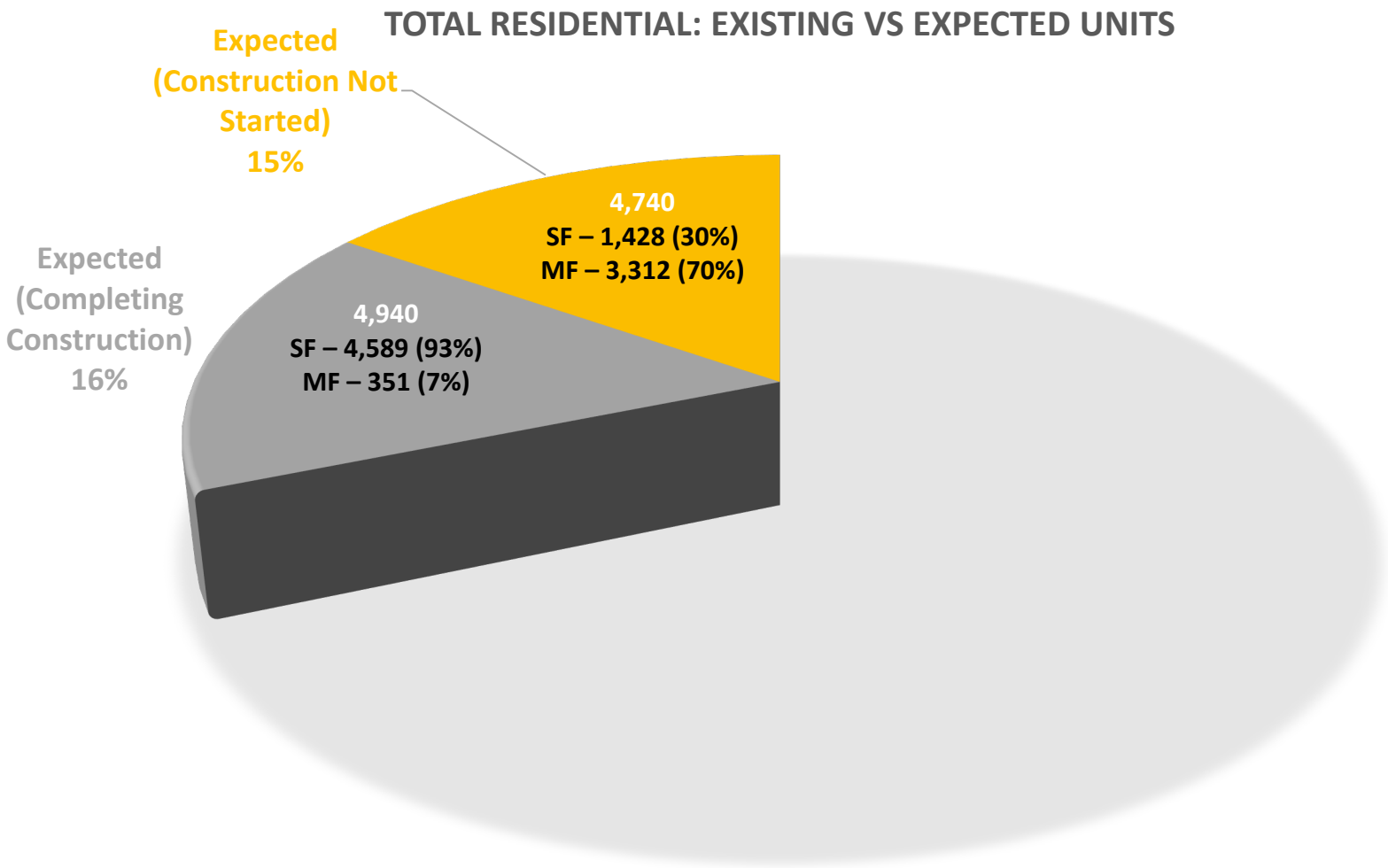
TOTAL RESIDENTIAL: EXISTING VS EXPECTED UNITS

- 22,011 units exist today (they have already been built)



Total Residential: Single-family and Multi-family

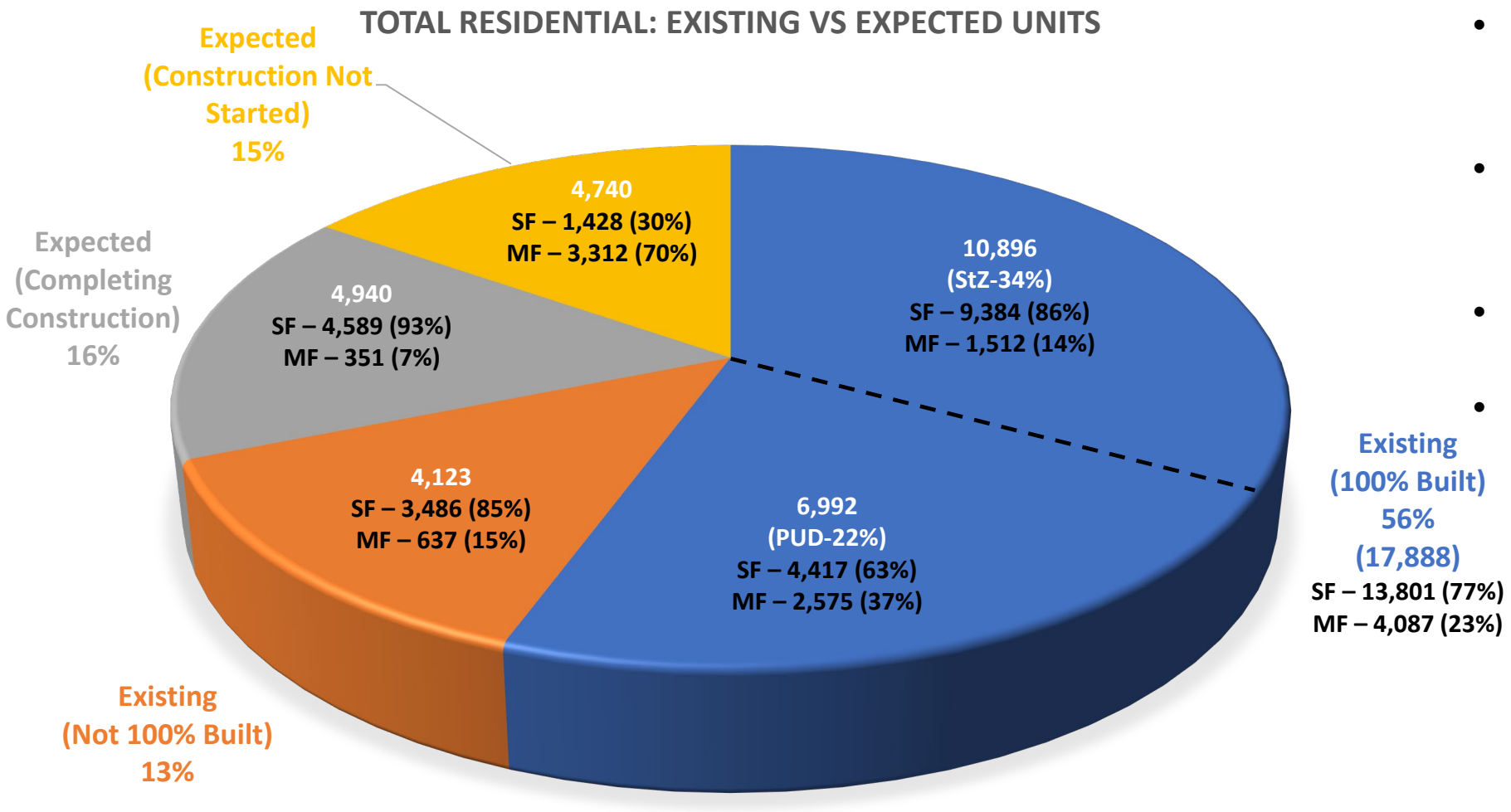
(SF = Single-family MF = Multi-family
StZ = Straight Zoned PUD = Planned Unit Development)



- 9,680 units do not exist, but are approved to be built

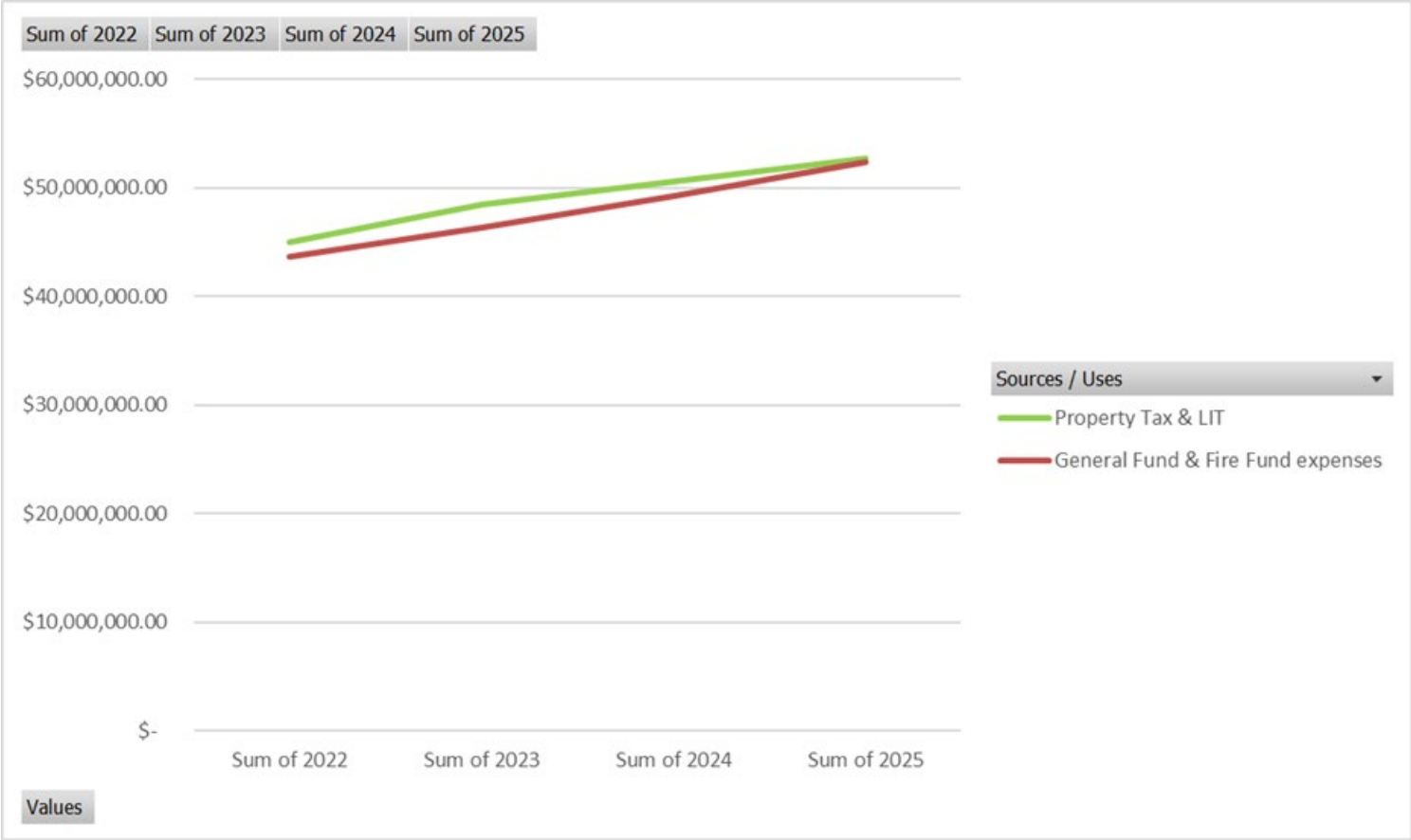
Total Residential: Single-family and Multi-family

(SF = Single-family MF = Multi-family
StZ = Straight Zoned PUD = Planned Unit Development)



- 22,011 units exist today (they have already been built)
- 9,680 units do not exist, but are approved to be built
- 917.4 SF units / year
- 210.2 MF units / year

Assessed Value (AV)



- AV as the currently approved developments build out
- We expect assessed value to continue to grow faster than the property tax levy
- This equates to expected decreases in the property tax rate and lower circuit breaker impact in the future and is part of the sustainability plan

I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

June 13, 2022

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 42 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 June, 2022

Signatures of Governing Board

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

Purchase Invoice Register
City of Westfield
Report Date Range: 05/18/22..06/08/22

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Administration								
VEN008029	Liberty Mutual Insurance	APP093004	5/23/2022	101001339	ADM-INSURANCE	Installment 6	5,901.18	72868	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101001111	ADM-SALARY	sal	10,035.20	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101001120	ADM-FICA /MEDICARE	fica	587.56	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101001120	ADM-FICA /MEDICARE	med	137.43	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101001121	ADM-PERF	perf	1,425.00	500000776	5/24/2022
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101001119	ADM-HEALTH/DENTAL	June Ins	3.25	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101001119	ADM-HEALTH/DENTAL	June Ins	126.08	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101001119	ADM-HEALTH/DENTAL	June ins	28.96	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101001119	ADM-HEALTH/DENTAL	June Ins	3,113.28		
VEN000917	Humane Society for Hamilton	APP093332	6/2/2022	101001349	ADM-SERVICES	Strays	6,531.00	500000777	6/2/2022
VEN001676	Riverview Hospital	APP093411	6/2/2022	101001119	ADM-HEALTH/DENTAL	March clinic hrs	161.97	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101001119	ADM-HEALTH/DENTAL	April Clinic hrs	223.14	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101001111	ADM-SALARY	sal	10,035.20	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101001120	ADM-FICA /MEDICARE	fica	587.55	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101001120	ADM-FICA /MEDICARE	med	137.42	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101001121	ADM-PERF	perf	1,425.00	500000782	6/7/2022
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	101001343	ADM-BUILDING	City Hall office cleaning	780.00		
VEN001469	O W Krohn and Associates	APP093574	6/7/2022	101001331	ADM-CONSULTING	April Services	1,493.75		
VEN000695	Financial Solutions Group	APP093575	6/7/2022	101001331	ADM-CONSULTING	2023 Budget	5,830.00		
VEN000695	Financial Solutions Group	APP093577	6/7/2022	101001331	ADM-CONSULTING	Annexation 22 103	2,500.00		
VEN000695	Financial Solutions Group	APP093577	6/7/2022	101001331	ADM-CONSULTING	Annexation 22 104	2,500.00		
VEN000695	Financial Solutions Group	APP093577	6/7/2022	101001331	ADM-CONSULTING	Annexation 22 100	2,500.00		
VEN000695	Financial Solutions Group	APP093577	6/7/2022	101001331	ADM-CONSULTING	Annexation 22 102	2,500.00		
VEN000695	Financial Solutions Group	APP093578	6/7/2022	101001331	ADM-CONSULTING	General Assistance	3,230.00		
VEN002097	Westfield Chamber Of Commerce	APP093580	6/7/2022	101001347	ADM-PROMOTIONS	State of the City Luncheon	720.00		
VEN000589	Duke Energy	APP093612	6/8/2022	101001341	ADM-ELECTRICITY	Admin	95.39		
VEN005574	Bose McKinney and Evans LLP	APP093619	6/8/2022	101001331	ADM-CONSULTING	April services	3,500.00		
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101001122	ADM-WORKERS' COMP	Workers Comp semi annual	75.00		
	Subtotal for Administration						**66,183.36**		
	Police								
VEN007439	Andrea Gambrel	APP093002	5/23/2022	101002334	POLICE-TRAVEL/TRAINING/	Parking during training	42.00	72834	5/24/2022
VEN008029	Liberty Mutual Insurance	APP093004	5/23/2022	101002339	POLICE-INSURANCE	Installment 6	9,607.20	72868	5/24/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Police								
VEN001537	Payroll	APP093061	5/24/2022	101002111	POLICE-SALARY	sal	223,587.68	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101002120	POLICE-FICA/MEDICARE	fica	13,302.76	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101002120	POLICE-FICA/MEDICARE	med	3,111.12	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101002121	POLICE-PERF	perf	35,557.45	500000776	5/24/2022
VEN009277	Nelson and Co LLC	APP093089	5/25/2022	101002229	POLICE-UNIFORMS	Uniform Embroider Name Ta	34.00		
VEN000747	Galls	APP093090	5/25/2022	101002229	POLICE-UNIFORMS	ISP AX Series LVL II AXII Vest	585.00		
VEN009277	Nelson and Co LLC	APP093191	5/26/2022	101002229	POLICE-UNIFORMS	Unidorms-Short	131.70		
VEN002035	US Uniform and Supply	APP093192	5/26/2022	101002229	POLICE-UNIFORMS	Uniform Name Tapes	66.00		
VEN000094	American Eagle Equipment	APP093194	5/26/2022	101002472	POLICE-EQUIPMENT	New Vehicle Equipment	12,774.99		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101002119	POLICE-HEALTH/DENTAL	June Ins	234.00	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101002119	POLICE-HEALTH/DENTAL	June Ins	3,605.26	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101002119	POLICE-HEALTH/DENTAL	June ins	787.36	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101002119	POLICE-HEALTH/DENTAL	June Ins	82,581.57		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101002119	POLICE-HEALTH/DENTAL	March clinic hrs	5,192.88	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101002119	POLICE-HEALTH/DENTAL	April Clinic hrs	4,210.28	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101002111	POLICE-SALARY	sal	231,822.15	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101002120	POLICE-FICA/MEDICARE	fica	13,813.30	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101002120	POLICE-FICA/MEDICARE	med	3,230.51	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101002121	POLICE-PERF	perf	36,133.12	500000782	6/7/2022
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	101002343	POLICE-BUILDING MAINTEN	PSB office cleaning	1,000.00		
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	101002343	POLICE-BUILDING MAINTEN	PSB Lobby cleaning	100.00		
VEN002353	Boldens Cleaners	APP093581	6/7/2022	101002229	POLICE-UNIFORMS	Dry Cleaning	607.15		
VEN000314	C.A.R. Clinic	APP093582	6/7/2022	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	5,382.47		
VEN005572	Testing for Public Safety	APP093583	6/7/2022	101002349	POLICE-SERVICES	Promotion Processes	10,000.00		
VEN007707	Milestones	APP093584	6/7/2022	101002347	POLICE-PROMOTIONS	Small Wonders with Chest	104.64		
VEN005581	Newton Oil Company	APP093586	6/7/2022	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	18,795.50		
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101002122	POLICE-WORKERS' COMP	Workers Comp semi annual	18,000.00		
VEN002336	Citizens Westfield	APP093625	6/8/2022	101002342	POLICE-WATER/SEWER	40 percent - psb	336.04		
	Subtotal for Police						**734,736.13**		
	Economic and Community Development								
VEN001537	Payroll	APP093061	5/24/2022	101003111	ECD-SALARY	sal	35,615.35	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101003120	ECD-FICA/MEDICARE	fica	2,130.20	500000776	5/24/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Economic and Community Development								
VEN001537	Payroll	APP093061	5/24/2022	101003120	ECD-FICA/MEDICARE	med	498.17	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101003121	ECD-PERF	perf	5,057.39	500000776	5/24/2022
VEN000942	Imagery LLC	APP093091	5/25/2022	101003347	ECD-PROMOTIONS	Wearables	2,204.22		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101003119	ECD-HEALTH/DENTAL	June Ins	46.67	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101003119	ECD-HEALTH/DENTAL	June Ins	512.50	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101003119	ECD-HEALTH/DENTAL	June ins	146.16	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101003119	ECD-HEALTH/DENTAL	June Ins	12,513.86		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101003119	ECD-HEALTH/DENTAL	March clinic hrs	771.83	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101003119	ECD-HEALTH/DENTAL	April Clinic hrs	625.33	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101003111	ECD-SALARY	sal	35,615.35	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101003120	ECD-FICA/MEDICARE	fica	2,130.20	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101003120	ECD-FICA/MEDICARE	med	498.18	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101003121	ECD-PERF	perf	5,057.39	500000782	6/7/2022
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101003122	ECD-WORKERS' COMP	Workers Comp semi annual	1,760.00		
	Subtotal for Economic and Community Development						**105,182.80**		
	Parks								
VEN001537	Payroll	APP093061	5/24/2022	101005111	PARKS-SALARY	sal	10,230.77	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101005120	PARKS-FICA/MEDICARE	fica	608.07	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101005120	PARKS-FICA/MEDICARE	med	142.23	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101005121	PARKS-PERF	perf	1,305.09	500000776	5/24/2022
VEN003995	Prestige Performance II Inc	APP093096	5/25/2022	101005349	PARKS-SERVICES	Sunscreens	1,386.88		
VEN008187	Ace Party Rental	APP093231	5/27/2022	101005347	PARKS-PROMOTION	WR4	4,928.43		
VEN007804	Fantasy Face Painting Plus LLC	APP093232	5/27/2022	101005347	PARKS-PROMOTION	WR4	1,880.00		
VEN003995	Prestige Performance II Inc	APP093233	5/27/2022	101005349	PARKS-SERVICES	Golf Stress balls	443.50		
VEN003995	Prestige Performance II Inc	APP093233	5/27/2022	101005349	PARKS-SERVICES	Popsicle Holders	1,290.00		
VEN010128	Artist Development Company	APP093234	5/27/2022	101005347	PARKS-PROMOTION	WR4	2,500.00		
VEN010128	Artist Development Company	APP093234	5/27/2022	101005347	PARKS-PROMOTION	WR4	2,000.00		
VEN010128	Artist Development Company	APP093234	5/27/2022	101005347	PARKS-PROMOTION	WR4	4,000.00		
VEN000942	Imagery LLC	APP093235	5/27/2022	101005347	PARKS-PROMOTION	WW Volunteer T shirts	2,716.45		
VEN000942	Imagery LLC	APP093236	5/27/2022	101005347	PARKS-PROMOTION	GJ Ogio Glam Polos	312.97		
VEN003995	Prestige Performance II Inc	APP093237	5/27/2022	101005349	PARKS-SERVICES	Mood Stadium Cups Movies i	619.00		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Parks								
VEN003995	Prestige Performance II Inc	APP093237	5/27/2022	101005349	PARKS-SERVICES	Mood Sunglasses	1,503.58		
VEN000485	Current Publishing	APP093269	5/31/2022	101005349	PARKS-SERVICES	Ads	754.00		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101005119	PARKS-HEALTH/DENTAL	June Ins	13.00	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101005119	PARKS-HEALTH/DENTAL	June Ins	212.64	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101005119	PARKS-HEALTH/DENTAL	June ins	41.76	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101005119	PARKS-HEALTH/DENTAL	June Ins	3,716.42		
VEN000345	Cave and Company Printing	APP093337	6/2/2022	101005347	PARKS-PROMOTION	Lantern Days	46.28		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101005119	PARKS-HEALTH/DENTAL	March clinic hrs	229.73	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101005119	PARKS-HEALTH/DENTAL	April Clinic hrs	185.73	72912	6/3/2022
VEN005717	Background Investigation Bureau	APP093486	6/6/2022	101005349	PARKS-SERVICES	Background cks	645.30		
VEN007391	Queen City Pyro Production	APP093543	6/7/2022	101005347	PARKS-PROMOTION	Fireworks Display	15,000.00		
VEN010337	Emily Flandermeyer	APP093544	6/7/2022	101005347	PARKS-PROMOTION	WW photography	200.00		
VEN001537	Payroll	APP093556	6/7/2022	101005111	PARKS-SALARY	sal	11,319.98	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101005120	PARKS-FICA/MEDICARE	fica	675.61	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101005120	PARKS-FICA/MEDICARE	med	157.99	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101005121	PARKS-PERF	perf	1,389.47	500000782	6/7/2022
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101005122	PARKS-WORKERS' COMP	Workers Comp semi annual	75.00		
Subtotal for Parks							**70,529.88**		
Economic Dev									
VEN001537	Payroll	APP093061	5/24/2022	101006111	ECONOMIC DEV-SALARY	sal	3,502.00	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101006120	ECONOMIC DEV-FICA/MEDI	fica	216.90	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101006120	ECONOMIC DEV-FICA/MEDI	med	50.73	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101006121	ECONOMIC DEV-PERF	perf	497.28	500000776	5/24/2022
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101006119	ECONOMIC DEV-HEALTH/D	June Ins	3.25	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101006119	ECONOMIC DEV-HEALTH/D	June Ins	20.86	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101006119	ECONOMIC DEV-HEALTH/D	June ins	6.40	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101006119	ECONOMIC DEV-HEALTH/D	June Ins	631.11		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101006119	ECONOMIC DEV-HEALTH/D	March clinic hrs	38.01	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101006119	ECONOMIC DEV-HEALTH/D	April Clinic hrs	30.73	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101006111	ECONOMIC DEV-SALARY	sal	3,502.00	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101006120	ECONOMIC DEV-FICA/MEDI	fica	216.90	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101006120	ECONOMIC DEV-FICA/MEDI	med	50.73	500000782	6/7/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Economic Dev								
VEN001537	Payroll	APP093556	6/7/2022	101006121	ECONOMIC DEV-PERF	perf	497.28	500000782	6/7/2022
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101006122	ECONOMIC DEV-WORKERS	Workers Comp semi annual	75.00		
	Subtotal for Economic Dev						**9,339.18**		
	Informatics								
VEN001537	Payroll	APP093061	5/24/2022	101007111	IT-SALARY	sal	17,473.56	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101007120	IT-FICA/MEDICARE	fica	1,019.73	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101007120	IT-FICA/MEDICARE	med	238.47	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101007121	IT-PERF	perf	2,481.25	500000776	5/24/2022
VEN000660	ESRI	APP093170	5/26/2022	101007389	IT-SOFTWARE LICENSING		28,500.00		
VEN002050	Verizon Wireless	APP093202	5/27/2022	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and air cards	6,535.62	72908	5/27/2022
VEN000849	Hamilton County Treasurer	APP093203	5/27/2022	101007349	IT-SERVICES	Orthos Westfield Cost Share	11,737.05		
VEN004591	Virtusa Corporation	APP093205	5/27/2022	101007349	IT-SERVICES	May services	789.00		
VEN008285	EnvelopIQ LLC	APP093206	5/27/2022	101007331	IT-CONSULTING	Identiv mod	846.00		
VEN006597	ATEC Inc	APP093208	5/27/2022	101007349	IT-SERVICES	1st quart maint	3,252.00		
VEN009727	New Era Technology	APP093209	5/27/2022	101007451	IT-COMPUTER/EQUIP	City Hall Assembly room	4,335.31		
VEN009727	New Era Technology	APP093210	5/27/2022	101007451	IT-COMPUTER/EQUIP	City Hall Assembly room	3,537.00		
VEN006678	Amazon Capital Services	APP093211	5/27/2022	101007451	IT-COMPUTER/EQUIP	Otterboxes	129.51		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101007119	IT-HEALTH/DENTAL	June Ins	19.50	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101007119	IT-HEALTH/DENTAL	June Ins	269.80	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101007119	IT-HEALTH/DENTAL	June ins	70.72	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101007119	IT-HEALTH/DENTAL	June Ins	6,820.96		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101007119	IT-HEALTH/DENTAL	March clinic hrs	424.75	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101007119	IT-HEALTH/DENTAL	April Clinic hrs	343.40	72912	6/3/2022
VEN003729	Metronet	APP093513	6/6/2022	101007335	IT-TELEPHONE	Long distance and land lines	2,462.32		
VEN009256	Leane Hieber	APP093516	6/6/2022	101007334	IT-TRAVEL/TRAINING/SEMIN	GIS conference	108.23	72914	6/6/2022
VEN001537	Payroll	APP093556	6/7/2022	101007111	IT-SALARY	sal	17,473.57	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101007120	IT-FICA/MEDICARE	fica	1,019.73	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101007120	IT-FICA/MEDICARE	med	238.49	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101007121	IT-PERF	perf	2,481.25	500000782	6/7/2022
VEN005134	Lifeline Data Centers	APP093559	6/7/2022	101007349	IT-SERVICES	Bandwidth service	778.50		
VEN005146	Konica Minolta Business	APP093560	6/7/2022	101007337	IT-PRINTING	Click charges	126.57		
VEN008516	Granite Telecommunications	APP093562	6/7/2022	101007349	IT-SERVICES	June services	803.01		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Informatics								
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101007122	IT-WORKERS' COMP	Workers Comp semi annual	240.00		
VEN005146	Konica Minolta Business	APP093626	6/8/2022	101007337	IT-PRINTING	Click Charges	555.11		
VEN005146	Konica Minolta Business	APP093627	6/8/2022	101007337	IT-PRINTING	Click Charges	3.09		
VEN005146	Konica Minolta Business	APP093628	6/8/2022	101007337	IT-PRINTING	Click Charges	36.30		
VEN007897	Konica Minolta Prem Fin 2	APP093629	6/8/2022	101007337	IT-PRINTING	Sta 82 and 83 copy machine r	77.70		
VEN005146	Konica Minolta Business	APP093630	6/8/2022	101007337	IT-PRINTING	Click charges	570.06		
	Subtotal for Informatics						**115,797.56**		
	Clerk Treasurer								
VEN001537	Payroll	APP093061	5/24/2022	101008111	CT-SALARY	sal	18,800.15	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101008120	CT-FICA/MEDICARE	fica	1,099.99	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101008120	CT-FICA/MEDICARE	med	257.26	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101008121	CT-PERF	perf	2,138.22	500000776	5/24/2022
VEN000267	Boyce Forms/systems	APP093248	5/31/2022	101008337	CT-PRINTING	Check printing	381.06		
VEN000837	Hamilton County Auditor Courthouse	APP093257	5/31/2022	101008338	CT-LEGAL NOTICES	annexations	20.00	72907	5/31/2022
VEN000847	Hamilton County Recorder	APP093258	5/31/2022	101008338	CT-LEGAL NOTICES	ordinances	200.00	72906	5/31/2022
VEN005897	Hamilton County Reporter	APP093295	6/1/2022	101008338	CT-LEGAL NOTICES	Proposed Ordinance	21.47		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101008119	CT-HEALTH/DENTAL	June Ins	17.42	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101008119	CT-HEALTH/DENTAL	June Ins	220.74	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101008119	CT-HEALTH/DENTAL	June ins	70.72	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101008119	CT-HEALTH/DENTAL	June Ins	4,586.21		
VEN001940	The Times	APP093328	6/2/2022	101008338	CT-LEGAL NOTICES	Proposted Ordinance	22.11		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101008119	CT-HEALTH/DENTAL	March clinic hrs	289.23	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101008119	CT-HEALTH/DENTAL	April Clinic hrs	235.17	72912	6/3/2022
VEN005717	Background Investigation Bureau	APP093486	6/6/2022	101008349	CT-SERVICES	Background ck	11.95		
VEN001537	Payroll	APP093556	6/7/2022	101008111	CT-SALARY	sal	18,620.17	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101008120	CT-FICA/MEDICARE	fica	1,088.84	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101008120	CT-FICA/MEDICARE	med	254.65	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101008121	CT-PERF	perf	2,138.22	500000782	6/7/2022
VEN007097	Webster and Garino LLC	APP093573	6/7/2022	101008330	CT-LEGAL CONSULTING	April retainer	4,000.00		
VEN007097	Webster and Garino LLC	APP093573	6/7/2022	101008330	CT-LEGAL CONSULTING	May retainer	4,000.00		
VEN001469	O W Krohn and Associates	APP093574	6/7/2022	101008331	CT-CONSULTING	April Services	1,100.00		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Clerk Treasurer								
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101008122	CT-WORKERS' COMP	Workers Comp semi annual	152.00		
	Subtotal for Clerk Treasurer						**59,725.58**		
	Mayor								
VEN001537	Payroll	APP093061	5/24/2022	101009111	MAYOR-SALARY	sal	4,758.57	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101009120	MAYOR- FICA/MEDICARE	fica	286.05	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101009120	MAYOR- FICA/MEDICARE	med	66.90	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101009121	MAYOR-PERF	perf	675.72	500000776	5/24/2022
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101009119	MAYOR-HEALTH/DENTAL	June Ins	1.69	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101009119	MAYOR-HEALTH/DENTAL	June Ins	40.62	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101009119	MAYOR-HEALTH/DENTAL	June ins	14.48	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101009119	MAYOR-HEALTH/DENTAL	June Ins	1,381.46		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101009119	MAYOR-HEALTH/DENTAL	March clinic hrs	87.59	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101009119	MAYOR-HEALTH/DENTAL	April Clinic hrs	70.82	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101009111	MAYOR-SALARY	sal	4,758.57	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101009120	MAYOR- FICA/MEDICARE	fica	286.05	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101009120	MAYOR- FICA/MEDICARE	med	66.90	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101009121	MAYOR-PERF	perf	675.72	500000782	6/7/2022
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101009122	MAYOR-WORKERS' COMP	Workers Comp semi annual	70.00		
	Subtotal for Mayor						**13,241.14**		
	City Council								
VEN008846	Altman Poindexter and Wyatt LLC	APP093088	5/25/2022	101010330	CITY COUNCIL-LEGAL	April services	240.50		
VEN002097	Westfield Chamber Of Commerce	APP093579	6/7/2022	101010347	CITY COUNCIL-PROMOTION	June Luncheon	35.00		
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101010122	CITY COUNCIL-WORKERS'	Workers Comp semi annual	120.00		
	Subtotal for City Council						**395.50**		
	Public Works								
VEN000589	Duke Energy	APP093003	5/23/2022	101013341	PW-ELECTRIC	PW	23.84	72853	5/24/2022
VEN008029	Liberty Mutual Insurance	APP093004	5/23/2022	101013339	PW-INSURANCE	Installment 6	5,094.73	72868	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101013111	PW-SALARY	sal	51,618.93	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101013120	PW-FICA/MEDICARE	fica	3,061.51	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101013120	PW-FICA/MEDICARE	med	716.00	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101013121	PW-PERF	perf	7,557.65	500000776	5/24/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Public Works								
VEN000345	Cave and Company Printing	APP093164	5/26/2022	101013349	PW-CONTRACTUAL SERVIC	Business cards	116.06		
VEN006426	DISA Inc	APP093165	5/26/2022	101013349	PW-CONTRACTUAL SERVIC	Drug testing	79.50		
VEN000660	ESRI	APP093170	5/26/2022	101013389	PW-SOFTWARE LICENSING		10,000.00		
VEN009542	H and N Outdoor Services LLC	APP093230	5/27/2022	101013349	PW-CONTRACTUAL SERVIC	Low Profile landscape Maint c	12,783.06		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101013119	PW-HEALTH AND DENTAL	June Ins	74.75	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101013119	PW-HEALTH AND DENTAL	June Ins	896.06	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101013119	PW-HEALTH AND DENTAL	June ins	202.40	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101013119	PW-HEALTH AND DENTAL	June Ins	21,230.91		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101013119	PW-HEALTH AND DENTAL	March clinic hrs	1,540.35	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101013119	PW-HEALTH AND DENTAL	April Clinic hrs	1,223.93	72912	6/3/2022
VEN005717	Background Investigation Bureau	APP093486	6/6/2022	101013349	PW-CONTRACTUAL SERVIC	Background cks	23.90		
VEN009542	H and N Outdoor Services LLC	APP093530	6/6/2022	101013345	PW-EQUIP REPAIR	Irrigation repair	545.48		
VEN009542	H and N Outdoor Services LLC	APP093530	6/6/2022	101013349	PW-CONTRACTUAL SERVIC	Irrigation System check	1,012.50		
VEN005403	BrightView Landscapes LLC	APP093534	6/6/2022	101013349	PW-CONTRACTUAL SERVIC	Freedom Trail Park	30.48		
VEN001537	Payroll	APP093556	6/7/2022	101013111	PW-SALARY	sal	52,702.92	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101013120	PW-FICA/MEDICARE	fica	3,119.03	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101013120	PW-FICA/MEDICARE	med	729.44	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101013121	PW-PERF	perf	8,061.59	500000782	6/7/2022
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	101013343	PW-BLDG MAINT	Office Cleaning	1,370.00		
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	101013343	PW-BLDG MAINT	PW nightly floor cleaning	440.00		
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	101013343	PW-BLDG MAINT	PW workout facility	120.00		
VEN002336	Citizens Westfield	APP093611	6/8/2022	101013342	PW-WATER/SEWER	204 Mill St Bldg C	172.68		
VEN002336	Citizens Westfield	APP093614	6/8/2022	101013342	PW-WATER/SEWER	PW	529.02		
VEN000589	Duke Energy	APP093616	6/8/2022	101013341	PW-ELECTRIC	PW	3,005.04		
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101013122	PW-WORKERS' COMP	Workers Comp semi annual	29,000.00		
VEN005403	BrightView Landscapes LLC	APP093633	6/6/2022	101013349	PW-CONTRACTUAL SERVIC	Multiple Sites COW	51,798.00		
VEN005709	Service Sanitation Inc	APP093635	6/8/2022	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	144.25		
VEN005709	Service Sanitation Inc	APP093635	6/8/2022	101013349	PW-CONTRACTUAL SERVIC	3233 W 166th	122.62		
	Subtotal for Public Works						**269,146.63**		
	Communications								
VEN001537	Payroll	APP093061	5/24/2022	101020111	COMM-SALARY	sal	7,838.11	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101020120	COMM-FICA/MEDICARE	fica	482.93	500000776	5/24/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Communications								
VEN001537	Payroll	APP093061	5/24/2022	101020120	COMM-FICA/MEDICARE	med	112.95	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101020121	COMM-PERF	perf	1,113.02	500000776	5/24/2022
VEN001359	Michelle Krcmery	APP093204	5/27/2022	101020331	COMM- CONSULT	April services	1,020.00		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101020119	COMM-HEALTH/DENTAL	June Ins	6.50	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101020119	COMM-HEALTH/DENTAL	June Ins	20.86	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101020119	COMM-HEALTH/DENTAL	June ins	6.40	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101020119	COMM-HEALTH/DENTAL	June Ins	1,280.97		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101020119	COMM-HEALTH/DENTAL	March clinic hrs	76.03	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101020119	COMM-HEALTH/DENTAL	April Clinic hrs	61.46	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101020111	COMM-SALARY	sal	7,838.12	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101020120	COMM-FICA/MEDICARE	fica	482.93	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101020120	COMM-FICA/MEDICARE	med	112.93	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101020121	COMM-PERF	perf	1,113.02	500000782	6/7/2022
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101020122	COMM-WORKER'S COMP	Workers Comp semi annual	75.00		
	Subtotal for Communications						**21,641.23**		
	Customer Service								
VEN001537	Payroll	APP093061	5/24/2022	101021111	CUSTOMER SERV-SALARY	sal	7,880.00	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101021120	CUSTOMER SERV- FICA/ME	fica	470.81	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101021120	CUSTOMER SERV- FICA/ME	med	110.11	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101021121	CUSTOMER SERV- PERF	perf	1,118.96	500000776	5/24/2022
VEN010317	Rachelle Freed	APP093102	5/25/2022	101021347	CUST SERV-PROMO	GS Mini Golf Outing	45.00	72903	5/25/2022
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101021119	CUSTOMER SERV-HEALTH/	June Ins	16.25	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101021119	CUSTOMER SERV-HEALTH/	June Ins	183.24	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101021119	CUSTOMER SERV-HEALTH/	June ins	43.44	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101021119	CUSTOMER SERV-HEALTH/	June Ins	2,561.74		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101021119	CUSTOMER SERV-HEALTH/	March clinic hrs	287.58	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101021119	CUSTOMER SERV-HEALTH/	April Clinic hrs	130.94	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101021111	CUSTOMER SERV-SALARY	sal	7,880.00	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101021120	CUSTOMER SERV- FICA/ME	fica	470.81	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101021120	CUSTOMER SERV- FICA/ME	med	110.11	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101021121	CUSTOMER SERV- PERF	perf	1,118.96	500000782	6/7/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Customer Service								
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101021122	CUSTOMER SERV-WORKER	Workers Comp semi annual	80.00		
	Subtotal for Customer Service						**22,507.95**		
	Human Resources								
VEN001537	Payroll	APP093061	5/24/2022	101022111	HR -SALARY	sal	6,078.00	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101022120	HR-FICA/MEDICARE	fica	363.06	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101022120	HR-FICA/MEDICARE	med	84.91	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	101022121	HR PERF	perf	863.08	500000776	5/24/2022
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	101022119	HR-HEALTH/DENTAL	June Ins	6.50	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	101022119	HR-HEALTH/DENTAL	June Ins	106.32	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	101022119	HR-HEALTH/DENTAL	June ins	28.96	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	101022119	HR-HEALTH/DENTAL	June Ins	2,588.22		
VEN001676	Riverview Hospital	APP093411	6/2/2022	101022119	HR-HEALTH/DENTAL	March clinic hrs	163.62	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	101022119	HR-HEALTH/DENTAL	April Clinic hrs	132.28	72912	6/3/2022
VEN001537	Payroll	APP093556	6/7/2022	101022111	HR -SALARY	sal	6,078.00	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101022120	HR-FICA/MEDICARE	fica	363.06	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101022120	HR-FICA/MEDICARE	med	84.91	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	101022121	HR PERF	perf	863.08	500000782	6/7/2022
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	101022122	HR- WORKERS COMP	Workers Comp semi annual	80.00		
	Subtotal for Human Resources						**17,884.00**		
Subtotal for Fund 101 General							**1,506,310.94**		
Fund No.	**Fund Name**								
111	**Food and Beverage Tax**								
	Grand Park								
VEN010340	Special Event Seating Inc	APP093622	6/8/2022	111015349	FOOD/BEV GP-CONSTRACT	Colts Training Camp	192,015.03		
	Subtotal for Grand Park						**192,015.03**		
Subtotal for Fund 111 Food and Beverage Tax							**192,015.03**		

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**								
176	**ARP2021-Covid Recovery**								
	City Council								
VEN005661	Barnes and Thornburg LLP	APP093561	6/7/2022	176010330	ARP2021-COUNCIL LEGAL	March 2022 Retainer	3,000.00		
	Subtotal for City Council						**3,000.00**		
Subtotal for Fund 176 ARP2021-Covid Recovery							**3,000.00**		
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
VEN001537	Payroll	APP093061	5/24/2022	201013111	MVH-SALARY	sal	8,147.38	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	201013120	MVH-FICA/MEDICARE	fica	474.60	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	201013120	MVH-FICA/MEDICARE	med	110.99	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	201013121	MVH-PERF	perf	1,156.93	500000776	5/24/2022
VEN006285	Ceres Solutions Cooperative	APP093163	5/26/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	1,976.26		
VEN006285	Ceres Solutions Cooperative	APP093166	5/26/2022	201013231	MVH-SUBGRADE MATERIAL	digital meter	475.00		
VEN006285	Ceres Solutions Cooperative	APP093167	5/26/2022	201013226	MVH-VEHICLE GAS/ SUPPLI		8,771.50		
VEN000975	Indiana Oxygen Company	APP093169	5/26/2022	201013345	MVH-EQUIP REPAIR		61.50		
VEN006285	Ceres Solutions Cooperative	APP093171	5/26/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	2,384.90		
VEN002123	Westfield-Washington Schools	APP093172	5/26/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Diesel	295.10		
VEN001708	RPM Machinery	APP093195	5/26/2022	201013345	MVH-EQUIP REPAIR	compact wheel load	1,142.91		
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	201013119	MVH-HEALTH/DENTAL	June Ins	9.75	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	201013119	MVH-HEALTH/DENTAL	June Ins	191.78	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	201013119	MVH-HEALTH/DENTAL	June ins	35.36	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	201013119	MVH-HEALTH/DENTAL	June Ins	3,231.03		
VEN001676	Riverview Hospital	APP093411	6/2/2022	201013119	MVH-HEALTH/DENTAL	March clinic hrs	206.59	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	201013119	MVH-HEALTH/DENTAL	April Clinic hrs	167.03	72912	6/3/2022
VEN009426	Best One of Tipton	APP093451	5/27/2022	201013345	MVH-EQUIP REPAIR	Tire Replacement	1,260.75		
VEN009426	Best One of Tipton	APP093452	6/6/2022	201013345	MVH-EQUIP REPAIR	Tire Replacement	467.00		
VEN009547	Crafco Inc	APP093528	6/6/2022	201013433	MVH-INFRASTRUCTURE RE	Asphalt	54.00		
VEN007716	United Rentals	APP093529	6/6/2022	201013349	MVH-CONTRACTUAL SERV	Payloader	3,600.00		
VEN001384	Milestone Contractors LP	APP093535	6/6/2022	201013231	MVH-SUBGRADE MATERIAL	Surface	567.04		
VEN009547	Crafco Inc	APP093536	6/6/2022	201013433	MVH-INFRASTRUCTURE RE	Crack Seal Material	22,815.00		
VEN001537	Payroll	APP093556	6/7/2022	201013111	MVH-SALARY	sal	8,147.38	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	201013120	MVH-FICA/MEDICARE	fica	474.60	500000782	6/7/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
VEN001537	Payroll	APP093556	6/7/2022	201013120	MVH-FICA/MEDICARE	med	111.00	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	201013121	MVH-PERF	perf	1,156.93	500000782	6/7/2022
VEN005581	Newton Oil Company	APP093586	6/7/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	15,491.66		
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	201013122	MVH-WORKERS COMP	Workers Comp semi annual	2,000.00		
VEN000223	Best Equipment Co Inc	APP093637	6/8/2022	201013345	MVH-EQUIP REPAIR	Street Sweeper	715.76		
VEN000223	Best Equipment Co Inc	APP093638	6/8/2022	201013345	MVH-EQUIP REPAIR	Street Sweeper	909.53		
VEN000223	Best Equipment Co Inc	APP093639	6/8/2022	201013345	MVH-EQUIP REPAIR	Street Sweeper	1,088.72		
VEN000166	Auto Outfitters	APP093640	6/8/2022	201013345	MVH-EQUIP REPAIR	Strobe lights	667.52		
VEN001671	Rieth-Riley Construction	APP093641	6/8/2022	201013231	MVH-SUBGRADE MATERIAL	Pothole patch	171.00		
VEN009426	Best One of Tipton	APP093642	6/8/2022	201013345	MVH-EQUIP REPAIR	Tires for trailer	295.48		
	Subtotal for Public Works						**88,831.98**		
	PW Restrict								
VEN000005	3D Company Inc	APP093453	6/3/2022	201024349	MVH-RESTRICT CONT SER	Resurface portion of project	500,093.83		
	Subtotal for PW Restrict						**500,093.83**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							**588,925.81**		
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Public Works								
VEN001778	Shelby Materials	APP093168	5/26/2022	202013432	LRS-SIDEWALK		781.00		
VEN002038	USI Consultants Inc	APP093266	5/31/2022	202013349	LRS-SERVICES	Preliminary Engineering for 1	4,080.00		
VEN000921	Huston Electric	APP093533	6/6/2022	202013349	LRS-SERVICES	161st Springmill	485.00		
VEN000921	Huston Electric	APP093634	6/8/2022	202013349	LRS-SERVICES	Wheeler and GP Blvd	1,282.82		
VEN000921	Huston Electric	APP093634	6/8/2022	202013349	LRS-SERVICES	Wheeler and GP Blvd	1,505.00		
VEN000921	Huston Electric	APP093634	6/8/2022	202013349	LRS-SERVICES	191st and Thatcher	228.75		
	Subtotal for Public Works						**8,362.57**		
Subtotal for Fund 202 Local Road and Street (LRS)							**8,362.57**		
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
VEN008029	Liberty Mutual Insurance	APP093004	5/23/2022	203012339	FIRE-INSURANCE	Installment 6	5,578.73	72868	5/24/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
Fire									
VEN001537	Payroll	APP093061	5/24/2022	203012111	FIRE-SALARY	sal	259,179.78	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	203012111	FIRE-SALARY	fire ltd	3,222.07	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	203012119	FIRE-HEALTH/DENTAL	hsa	458.34	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	203012120	FIRE-FICA AND MEDICARE	fica	15,425.28	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	203012120	FIRE-FICA AND MEDICARE	med	3,607.49	500000776	5/24/2022
VEN001537	Payroll	APP093061	5/24/2022	203012121	FIRE-PERF	perf	40,447.00	500000776	5/24/2022
VEN004479	Symetra Life Insurance	APP093310	6/1/2022	203012119	FIRE-HEALTH/DENTAL	June Ins	256.75	72910	6/2/2022
VEN000534	Delta Dental	APP093315	6/1/2022	203012119	FIRE-HEALTH/DENTAL	June Ins	4,278.33	72909	6/2/2022
VEN010036	VSP Insurance	APP093321	6/1/2022	203012119	FIRE-HEALTH/DENTAL	June ins	990.40	72911	6/2/2022
VEN002020	United Healthcare	APP093324	6/1/2022	203012119	FIRE-HEALTH/DENTAL	June Ins	91,468.13		
VEN000569	Don Hinds Ford Inc	APP093356	6/2/2022	203012360	FIRE-VEHICLE MAINT		50.12		
VEN009548	Impact Rescue LLC	APP093358	6/2/2022	203012243	FIRE-SPECIAL RESCUE/DIV	Cap breather Hydraulic	25.00		
VEN008975	Ryan Moore	APP093359	6/2/2022	203012334	FIRE-TRAVEL/TRAINING/SE	training course	60.00		
VEN000266	Bound Tree Medical	APP093360	6/2/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	468.80		
VEN000903	Hoosier Fire Equipment	APP093362	6/2/2022	203012229	FIRE-UNIFORMS	helmets	1,145.20		
VEN001676	Riverview Hospital	APP093411	6/2/2022	203012119	FIRE-HEALTH/DENTAL	March clinic hrs	5,948.18	72912	6/3/2022
VEN001676	Riverview Hospital	APP093415	6/3/2022	203012119	FIRE-HEALTH/DENTAL	April Clinic hrs	4,720.70	72912	6/3/2022
VEN005717	Background Investigation Bureau	APP093486	6/6/2022	203012349	FIRE-SERVICES	Background cks	309.50		
VEN001537	Payroll	APP093556	6/7/2022	203012111	FIRE-SALARY	sal	250,268.71	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	203012120	FIRE-FICA AND MEDICARE	fica	14,869.42	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	203012120	FIRE-FICA AND MEDICARE	med	3,477.59	500000782	6/7/2022
VEN001537	Payroll	APP093556	6/7/2022	203012121	FIRE-PERF	perf	40,353.38	500000782	6/7/2022
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	203012343	FIRE-BUILDING MAINTENAN	PSB Lobby cleaning	100.00		
VEN005581	Newton Oil Company	APP093586	6/7/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	2,606.38		
VEN002336	Citizens Westfield	APP093615	6/8/2022	203012342	FIRE-WATER/SEWER	Sta 82	213.85		
VEN005662	Rocchio Kiley Ins	APP093621	6/6/2022	203012122	FIRE-WORKERS' COMP	Workers Comp semi annual	47,000.00		
VEN002336	Citizens Westfield	APP093625	6/8/2022	203012342	FIRE-WATER/SEWER	60 percent - psb	504.06		
Subtotal for Fire							**797,033.19**		
Subtotal for Fund 203 Fire Operating							**797,033.19**		

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**								
204	**Park Impact**								
	Public Works								
VEN008765	RATIO Architects	APP093143	5/26/2022	204013349	PARK IMPACT-SERVICES	GJ Park	31,780.11	72905	5/26/2022
VEN007292	GAI Consultants	APP093264	5/31/2022	204013349	PARK IMPACT-SERVICES	Trail over John Edwards Ditch	17,807.00		
VEN005848	Mader Design LLC	APP093490	6/6/2022	204013349	PARK IMPACT-SERVICES	2022 Parks Master Plan	6,500.00		
	Subtotal for Public Works						**56,087.11**		
Subtotal for Fund 204 Park Impact							**56,087.11**		
Fund No.	**Fund Name**								
206	**Parks Programming/Events**								
	Parks								
VEN000229	Beth Maier Photography	APP093493	6/6/2022	206005347	PARKS PROGRAM-PROMOT	Grand Run	150.00		
VEN007331	RaceMaker Productions LLC	APP093494	6/6/2022	206005347	PARKS PROGRAM-PROMOT	Grand Run	9,069.26		
VEN009932	Kristen Mix	APP093496	6/6/2022	206005347	PARKS PROGRAM-PROMOT	Supplies for Grand Run	99.96	72913	6/6/2022
	Subtotal for Parks						**9,319.22**		
Subtotal for Fund 206 Parks Programming/Events							**9,319.22**		
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
VEN010335	Legal and Liability Risk Mgmt Inst	APP093585	6/7/2022	239002334	LAW ENFORCE-TRAVEL/TR	FTO Certification Course	2,970.00		
	Subtotal for Police						**2,970.00**		
Subtotal for Fund 239 Law Enforcement							**2,970.00**		
Fund No.	**Fund Name**								
264	**Road and Street Improvement (Road Impact)**								
	Public Works								
VEN000839	Hamilton County Clerk	APP093142	5/26/2022	264013349	ROAD IMPACT-SERVICES	Westfield vs Moore	11,300.00	72904	5/26/2022
VEN001671	Rieth-Riley Construction	APP093263	5/31/2022	264013474	ROAD IMPACT-CONSTRUCT	171st and Carey RAB Constru	50,756.11		
VEN001671	Rieth-Riley Construction	APP093263	5/31/2022	264013474	ROAD IMPACT-CONSTRUCT	Change Order #1	2,202.64		
VEN007292	GAI Consultants	APP093265	5/31/2022	264013349	ROAD IMPACT-SERVICES	PE Services for 171st and Car	364.00		
VEN000159	Cardno Inc	APP093267	5/31/2022	264013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - Mi	590.00		
VEN000159	Cardno Inc	APP093272	5/31/2022	264013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - Mi	590.00		
VEN001710	RQAW Corp	APP093294	6/1/2022	264013349	ROAD IMPACT-SERVICES	151st & Towne Road RAB - D	174.67		
VEN001710	RQAW Corp	APP093333	6/1/2022	264013349	ROAD IMPACT-SERVICES	151st & Towne Road RAB - D	1,131.20		

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**								
264	**Road and Street Improvement (Road Impact)**								
	Public Works								
VEN010334	StreetScan Inc	APP093449	5/31/2022	264013349	ROAD IMPACT-SERVICES	Asset Management Module so	61,526.00		
VEN002038	USI Consultants Inc	APP093450	5/31/2022	264013349	ROAD IMPACT-SERVICES	191st Street construction	507.00		
VEN001710	RQAW Corp	APP093454	6/3/2022	264013349	ROAD IMPACT-SERVICES	151st & Towne Road RAB - D	200.00		
VEN001710	RQAW Corp	APP093489	6/6/2022	264013349	ROAD IMPACT-SERVICES	151st & Towne Road RAB - D	400.00		
VEN005475	Estridge Development Mgmt	APP093537	6/6/2022	264013349	ROAD IMPACT-SERVICES	Harmony Road Impact	102,282.60		
VEN000103	American Structurepoint Inc	APP093570	6/7/2022	264013349	ROAD IMPACT-SERVICES	SR 32 Reconstruction Prelimi	16,917.00		
VEN000103	American Structurepoint Inc	APP093571	6/7/2022	264013349	ROAD IMPACT-SERVICES	Jersey Street Extension PE S	16,566.00		
VEN000103	American Structurepoint Inc	APP093631	6/8/2022	264013349	ROAD IMPACT-SERVICES	Jersey Street Extension PE S	3,849.00		
VEN000103	American Structurepoint Inc	APP093632	6/8/2022	264013349	ROAD IMPACT-SERVICES	SR 32 Reconstruction Prelimi	16,004.00		
	Subtotal for Public Works						**285,360.22**		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							**285,360.22**		
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Public Safety (Police and Fire)								
VEN000405	Citizens Energy Group	APP093001	5/23/2022	269014342	TRAINING FAC-WATER/SE	TF water chg	71.55	72848	5/24/2022
VEN001304	Martin Marietta Materials	APP093357	6/2/2022	269014224	TRAINING FAC-OPER SUPP	gravel	8,930.11		
VEN001277	Macallister Machinery Co	APP093361	6/2/2022	269014472	TRAINING FAC-EQUIPMENT	dozer rental	2,184.69		
VEN008965	First Class Cleaning Services Inc	APP093572	6/7/2022	269014343	TRAINING FAC-BUILDING M	Training Facility cleaning	190.00		
VEN002191	City of Noblesville Utilities	APP093613	6/8/2022	269014342	TRAINING FAC-WATER/SE	Training Facility Sewer	20.36		
	Subtotal for Public Safety (Police and Fire)						**11,396.71**		
Subtotal for Fund 269 Training Facility Center							**11,396.71**		
Fund No.	**Fund Name**								
310	**SEP TIF**								
VEN000920	Huntington National Bank	APP093521	6/6/2022	310018131	SEP TIF-TSF	SEP Allocation	22,546.00		
	Subtotal for						**22,546.00**		
Subtotal for Fund 310 SEP TIF							**22,546.00**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
326	**LIT Bond 2018**								
	Grand Park								
VEN002178	Capital One Public Funding	APP093290	6/1/2022	326015380	LIT BONDS 2018-PRINCIPAL	Ban	440,000.00	500000781	6/6/2022
VEN002178	Capital One Public Funding	APP093290	6/1/2022	326015381	LIT BONDS 2018-INTEREST	Ban	425,751.50	500000781	6/6/2022
	Subtotal for Grand Park						**865,751.50**		
Subtotal for Fund 326 LIT Bond 2018							**865,751.50**		
Fund No.	**Fund Name**								
348	**GO Bond 2019**								
	Public Works								
VEN002019	United Consulting	APP093268	5/31/2022	348013474	GO BOND 2019 PW CONST	Monon Tunnel at 161st PE Se	6,200.00		
VEN002019	United Consulting	APP093273	5/31/2022	348013474	GO BOND 2019 PW CONST	Monon Tunnel at 161st PE Se	48,650.00		
VEN002019	United Consulting	APP093296	6/1/2022	348013474	GO BOND 2019 PW CONST	Monon Tunnel at 161st PE Se	11,000.00		
VEN002019	United Consulting	APP093334	6/1/2022	348013474	GO BOND 2019 PW CONST	Monon Tunnel at 161st PE Se	1,400.00		
	Subtotal for Public Works						**67,250.00**		
Subtotal for Fund 348 GO Bond 2019							**67,250.00**		
Fund No.	**Fund Name**								
349	**GO Bond8 2019 Debt Service**								
	Police								
VEN007501	Chase	APP093291	6/1/2022	349002380	GO BOND8 2019 DB PRIN-P	2019 GO Bond	156,657.20	500000780	6/6/2022
VEN007501	Chase	APP093291	6/1/2022	349002381	GO BOND8 2019 DB INT-PD	2019 GO Bond	8,530.19	500000780	6/6/2022
	Subtotal for Police						**165,187.39**		
	Informatics								
VEN007501	Chase	APP093291	6/1/2022	349007380	GO BOND8 2019 DB PRIN-IT	2019 GO Bond	8,817.00	500000780	6/6/2022
VEN007501	Chase	APP093291	6/1/2022	349007381	GO BOND8 2019 DB INT-IT	2019 GO Bond	487.70	500000780	6/6/2022
	Subtotal for Informatics						**9,304.70**		
	Fire								
VEN007501	Chase	APP093291	6/1/2022	349012380	GO BOND8 2019 DB PRIN-F	2019 GO Bond	97,808.00	500000780	6/6/2022
VEN007501	Chase	APP093291	6/1/2022	349012381	GO BOND8 2019 DB INT-FD	2019 GO Bond	5,328.75	500000780	6/6/2022
	Subtotal for Fire						**103,136.75**		
	Public Works								
VEN007501	Chase	APP093291	6/1/2022	349013380	GO BOND8 2019 DB PRIN-P	2019 GO Bond	286,126.25	500000780	6/6/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
349	**GO Bond8 2019 Debt Service**								
	Public Works								
VEN007501	Chase	APP093291	6/1/2022	349013381	GO BOND8 2019 DB INT-PW	2019 GO Bond	15,573.36	500000780	6/6/2022
	Subtotal for Public Works						**301,699.61**		
Subtotal for Fund 349 GO Bond8 2019 Debt Service							**579,328.45**		
Fund No.	**Fund Name**								
350	**GO Bond 2020**								
	Police								
VEN001168	Kelley Chevrolet	APP093193	5/26/2022	350002473	GO BOND 2020 PD VEHICLE	New Vehicle-Tahoe	37,122.00		
	Subtotal for Police						**37,122.00**		
Subtotal for Fund 350 GO Bond 2020							**37,122.00**		
Fund No.	**Fund Name**								
427	**Cum. Capital Development**								
	Grand Park								
VEN002178	Capital One Public Funding	APP093331	6/2/2022	427015476	CCD-GP EQUIP LEASE	Turf	422,212.51	500000779	6/6/2022
	Subtotal for Grand Park						**422,212.51**		
Subtotal for Fund 427 Cum. Capital Development							**422,212.51**		
Fund No.	**Fund Name**								
440	**Cash w/Fiscal Agent-COIT 2016 Sinkfd**								
	Grand Park								
VEN000920	Huntington National Bank	APP093330	6/2/2022	440015380	CWFA-COIT BD16 SINKFD-P	2016 Bond	670,000.00	400000108	6/6/2022
VEN000920	Huntington National Bank	APP093330	6/2/2022	440015381	CWFA-COIT BD16 SINKFD I	2016 Bond	292,624.50	400000108	6/6/2022
	Subtotal for Grand Park						**962,624.50**		
Subtotal for Fund 440 Cash w/Fiscal Agent-COIT 2016 Sinkfd							**962,624.50**		

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**								
442	**Cash W/Fiscal Agent-Operating**								
	Grand Park								
VEN000920	Huntington National Bank	APP093330	6/2/2022	442015349	CWFA-COIT BD16 OPER TR	2016 Bond	3,875.50	400000108	6/6/2022
	Subtotal for Grand Park						**3,875.50**		
Subtotal for Fund 442 Cash W/Fiscal Agent-Operating							**3,875.50**		
Fund No.	**Fund Name**								
552	**Westfield Washington School Grant**								
	Administration								
VEN002123	Westfield-Washington Schools	APP093576	6/7/2022	552001349	WESTFIELD WASH GRANT	Apr 2022 FSSA-CV2-205-3Gr	4,059.17		
VEN002123	Westfield-Washington Schools	APP093576	6/7/2022	552001349	WESTFIELD WASH GRANT	May 2022 FSSA-CV2-205-3Gr	4,256.37		
	Subtotal for Administration						**8,315.54**		
Subtotal for Fund 552 Westfield Washington School Grant							**8,315.54**		
Fund No.	**Fund Name**								
556	**Community Crossing Grant**								
	Public Works								
VEN009766	DC Construction Services Inc	APP093100	5/25/2022	556013349	COMMUNITY CROSSING GR	2021 Resurfacing	4,188.34		
	Subtotal for Public Works						**4,188.34**		
Subtotal for Fund 556 Community Crossing Grant							**4,188.34**		
Fund No.	**Fund Name**								
565	**151st and Towne Rd Grant**								
	Public Works								
VEN001710	RQAW Corp	APP093294	6/1/2022	565013349	151ST AND TOWNE RD GR	151st & Towne Road RAB - D	698.67		
VEN001710	RQAW Corp	APP093333	6/1/2022	565013349	151ST AND TOWNE RD GR	151st & Towne Road RAB - D	4,524.80		
VEN001710	RQAW Corp	APP093454	6/3/2022	565013349	151ST AND TOWNE RD GR	151st & Towne Road RAB - D	800.00		
VEN001710	RQAW Corp	APP093489	6/6/2022	565013349	151ST AND TOWNE RD GR	151st & Towne Road RAB - D	1,600.00		
	Subtotal for Public Works						**7,623.47**		
Subtotal for Fund 565 151st and Towne Rd Grant							**7,623.47**		
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN008029	Liberty Mutual Insurance	APP093005	5/23/2022	640015339	SPORTS CAMPUS-INSURAN	Installment 6	854.34	3989	5/24/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
Grand Park									
VEN008029	Liberty Mutual Insurance	APP093005	5/23/2022	640015339	SPORTS CAMPUS-INSURAN	Installment 6	1,044.18	3989	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640015111	SPORTS CAMPUS-SALARY	sal	28,969.14	100000200	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640015120	SPORTS CAMPUS-FICA/ME	fica	1,766.28	100000200	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640015120	SPORTS CAMPUS-FICA/ME	med	413.11	100000200	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640015121	SPORTS CAMPUS-PERF	perf	2,873.25	100000200	5/24/2022
VEN004479	Symetra Life Insurance	APP093311	6/1/2022	640015119	SPORTS CAMPUS-HEALTH/	June Ins	35.75	3997	6/2/2022
VEN000534	Delta Dental	APP093316	6/1/2022	640015119	SPORTS CAMPUS-HEALTH/	June Ins	248.12	3996	6/2/2022
VEN010036	VSP Insurance	APP093322	6/1/2022	640015119	SPORTS CAMPUS-HEALTH/	June Ins	80.16	3998	6/2/2022
VEN002020	United Healthcare	APP093325	6/1/2022	640015119	SPORTS CAMPUS-HEALTH/	June Ins	7,692.56	100000201	6/2/2022
VEN001676	Riverview Hospital	APP093412	6/2/2022	640015119	SPORTS CAMPUS-HEALTH/	March clinic hrs	466.07	3999	6/3/2022
VEN001676	Riverview Hospital	APP093414	6/3/2022	640015119	SPORTS CAMPUS-HEALTH/	April Clinic hrs	378.13	3999	6/3/2022
VEN005717	Background Investigation Bureau	APP093487	6/6/2022	640015349	SPORTS CAMPUS-SERVICE	Background cks	118.90		
VEN001716	Runyon Equipment Rental	APP093492	6/6/2022	640015472	SPORTS CAMPUS-EQUIPME	Mowing tractor	1,100.00		
VEN010310	Premier Commercial Services	APP093498	6/6/2022	640015349	SPORTS CAMPUS-SERVICE	May cleaning	9,060.40		
VEN006493	LST Marketing LLC	APP093499	6/6/2022	640015331	SPORT CAMPUS-CONSULTI	Janitorial assistance	723.00		
VEN008182	Harrells LLC	APP093500	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Herbicide	1,120.20		
VEN004873	Siteone Landscape Supply	APP093502	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Seed starter mulch supplies	1,898.77		
VEN007383	Ralph Woods Masonry LLC	APP093504	6/6/2022	640015343	SPORTS CAMPUS-BLDG MA	Diam 5	1,350.00		
VEN006285	Ceres Solutions Cooperative	APP093505	6/6/2022	640015226	SPORTS CAMPUS-GAS	Fuel	2,149.08		
VEN002613	Ermco Inc	APP093506	6/6/2022	640015349	SPORTS CAMPUS-SERVICE	Troubleshoot path lights	1,325.30		
VEN003382	McGavic Outdoor Power	APP093507	6/6/2022	640015472	SPORTS CAMPUS-EQUIPME	Mower Blades	113.35		
VEN000897	Home City Ice Co	APP093508	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Ice	94.00		
VEN009267	The Superlative Group Inc	APP093509	6/6/2022	640015337	SPORTS CAMPUS-PRINTIN	Meijer	9,500.00		
VEN006898	Supply Warehouse Inc	APP093510	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	624.45		
VEN008257	Ferguson Facilities Supply	APP093512	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	248.04		
VEN003729	Metronet	APP093514	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Field	59.61		
VEN003729	Metronet	APP093514	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Diam	59.61		
VEN009984	Legacy Sports Group LLC	APP093515	6/6/2022	640015349	SPORTS CAMPUS-SERVICE	Sponsorhsip sales	9,496.00		
VEN007684	Perfection Group Inc	APP093517	6/6/2022	640015343	SPORTS CAMPUS-BLDG MA	HVAC repair	5,274.98		
VEN000051	Advanced Turf Solutions	APP093518	6/6/2022	640015224	SPORTS CAMPUS-OPERATI	Fertilizer	4,674.25		
VEN001537	Payroll	APP093555	6/7/2022	640015111	SPORTS CAMPUS-SALARY	sal	29,245.64	100000202	6/7/2022
VEN001537	Payroll	APP093555	6/7/2022	640015120	SPORTS CAMPUS-FICA/ME	fica	1,783.42	100000202	6/7/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN001537	Payroll	APP093555	6/7/2022	640015120	SPORTS CAMPUS-FICA/ME	med	417.08	100000202	6/7/2022
VEN001537	Payroll	APP093555	6/7/2022	640015121	SPORTS CAMPUS-PERF	perf	2,945.23	100000202	6/7/2022
VEN000345	Cave and Company Printing	APP093617	6/8/2022	640015337	SPORTS CAMPUS-PRINTIN	Map rack cards	242.95		
VEN005662	Rocchio Kiley Ins	APP093620	6/8/2022	640015122	SPORTS CAMPUS-WORKER	Workers Comp semi annual	5,200.00		
	Subtotal for Grand Park						**133,645.35**		
	Sport Campus Indoor Event Ctr								
VEN008029	Liberty Mutual Insurance	APP093005	5/23/2022	640023339	GP INDOOR-INSURANCE	Installment 6	1,898.50	3989	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640023111	GP INDOOR-SALARY	sal	4,037.60	100000200	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640023120	GP INDOOR-FIICA/MEDICAR	fica	238.13	100000200	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640023120	GP INDOOR-FIICA/MEDICAR	med	55.69	100000200	5/24/2022
VEN001537	Payroll	APP093062	5/24/2022	640023121	GP INDOOR-PERF	perf	573.34	100000200	5/24/2022
VEN003729	Metronet	APP093207	5/27/2022	640023224	GP INDOOR-OPERATING SU	GPEC	650.71	3995	5/27/2022
VEN004479	Symetra Life Insurance	APP093311	6/1/2022	640023119	GP INDOOR-HEALTH/DENT	June Ins	3.25	3997	6/2/2022
VEN000534	Delta Dental	APP093316	6/1/2022	640023119	GP INDOOR-HEALTH/DENT	June Ins	85.46	3996	6/2/2022
VEN010036	VSP Insurance	APP093322	6/1/2022	640023119	GP INDOOR-HEALTH/DENT	June Ins	14.48	3998	6/2/2022
VEN002020	United Healthcare	APP093325	6/1/2022	640023119	GP INDOOR-HEALTH/DENT	June Ins	1,830.62	100000201	6/2/2022
VEN001676	Riverview Hospital	APP093412	6/2/2022	640023119	GP INDOOR-HEALTH/DENT	March clinic hrs	114.04	3999	6/3/2022
VEN001676	Riverview Hospital	APP093414	6/3/2022	640023119	GP INDOOR-HEALTH/DENT	April Clinic hrs	92.20	3999	6/3/2022
VEN005590	Filter Services of Indiana	APP093495	6/6/2022	640023343	GP INDOOR-BLDG MAINT	Air filters	1,036.53		
VEN009984	Legacy Sports Group LLC	APP093497	6/6/2022	640023331	GP INDOOR-CONSULTING	Q3	163,950.00		
VEN005590	Filter Services of Indiana	APP093501	6/6/2022	640023343	GP INDOOR-BLDG MAINT	GPEC air filters	979.00		
VEN006390	Ecolab Pest	APP093503	6/6/2022	640023343	GP INDOOR-BLDG MAINT	Pest control	442.95		
VEN006898	Supply Warehouse Inc	APP093510	6/6/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	379.05		
VEN001637	Ray's Trash Service	APP093511	6/6/2022	640023349	GP INDOOR-SERVICES	Trash	750.00		
VEN008257	Ferguson Facilities Supply	APP093512	6/6/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	201.15		
VEN001537	Payroll	APP093555	6/7/2022	640023111	GP INDOOR-SALARY	sal	4,037.60	100000202	6/7/2022
VEN001537	Payroll	APP093555	6/7/2022	640023120	GP INDOOR-FIICA/MEDICAR	fica	238.13	100000202	6/7/2022
VEN001537	Payroll	APP093555	6/7/2022	640023120	GP INDOOR-FIICA/MEDICAR	med	55.69	100000202	6/7/2022
VEN001537	Payroll	APP093555	6/7/2022	640023121	GP INDOOR-PERF	perf	573.34	100000202	6/7/2022
VEN005662	Rocchio Kiley Ins	APP093620	6/8/2022	640023122	GP INDOOR-WORKERS CO	Workers Comp semi annual	1,900.00		
	Subtotal for Sport Campus Indoor Event Ctr						**184,137.46**		
Subtotal for Fund 640 Sports Campus Operating							**317,782.81**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
701	**Payroll**								
	Clerk Treasurer								
VEN001537	Payroll	APP093064	5/24/2022	701008110	PAYROLL-NET SALARIES	net sal	498,005.48	700001248	5/24/2022
VEN000703	Fire Fighters Credit Union	APP093076	5/25/2022	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,074.65	17955	5/25/2022
VEN000703	Fire Fighters Credit Union	APP093077	5/25/2022	701008141	PAYROLL-UNION DUES	Union Dues WFD	78.00	17956	5/25/2022
VEN000959	Indiana Dept Of Revenue	APP093078	5/25/2022	701008923	PAYROLL-STATE WITHHOL	State	20,754.30	700001251	5/25/2022
VEN000959	Indiana Dept Of Revenue	APP093078	5/25/2022	701008923	PAYROLL-STATE WITHHOL	COIT	8,776.76	700001251	5/25/2022
VEN000920	Huntington National Bank	APP093079	5/25/2022	701008131	PAYROLL-EMPLOYER'S FIC	FICA	42,623.85	700001249	5/25/2022
VEN000920	Huntington National Bank	APP093079	5/25/2022	701008132	PAYROLL-EMPLOYER'S ME	Medicare	9,968.48	700001249	5/25/2022
VEN000920	Huntington National Bank	APP093079	5/25/2022	701008921	PAYROLL-FEDERAL WITHH	Federal	64,276.22	700001249	5/25/2022
VEN000920	Huntington National Bank	APP093079	5/25/2022	701008922	PAYROLL-EMPLOYEE FICA	FICA	42,623.90	700001249	5/25/2022
VEN000920	Huntington National Bank	APP093079	5/25/2022	701008922	PAYROLL-EMPLOYEE FICA	Medicare	9,968.45	700001249	5/25/2022
VEN002177	Indiana Members Credit Union	APP093080	5/25/2022	701008930	PAYROLL-INS. DED	Employer HSA	458.34	17957	5/25/2022
VEN007701	DiMartino Associates	APP093081	5/25/2022	701008930	PAYROLL-INS. DED	Fire LTD	3,222.07	17954	5/25/2022
VEN000163	Aul Retirement	APP093082	5/25/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	29,122.20	700001252	5/25/2022
VEN010216	John Hauber Trustee	APP093083	5/25/2022	701008142	PAYROLL-GARNISHMENT	Garnishment	277.00	17958	5/25/2022
VEN000948	IN Family and Social Services	APP093084	5/25/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,706.00	700001250	5/25/2022
VEN001390	MiSDU	APP093085	5/25/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17959	5/25/2022
VEN001864	Supporting Heroes	APP093086	5/25/2022	701008991	PAYROLL-MISC	Supporting Heroes	88.54	17961	5/25/2022
VEN004836	Nationwide Retirement Solutions	APP093087	5/25/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	4,807.29	17960	5/25/2022
VEN000008	77 Police and Fire Fund	APP093259	5/31/2022	701008133	PAYROLL-PERF	Non Civilian PERF	79,514.31	700001253	5/31/2022
VEN001550	PERF	APP093260	5/31/2022	701008133	PAYROLL-PERF	Civilian PERF	47,884.62	700001254	5/31/2022
VEN005722	Aflac Premium Holding	APP093261	5/31/2022	701008930	PAYROLL-INS. DED	June Ins	2,814.29	17962	5/31/2022
VEN004479	Symetra Life Insurance	APP093313	6/1/2022	701008930	PAYROLL-INS. DED	June Ins	1,979.89	17964	6/2/2022
VEN002020	United Healthcare	APP093314	6/1/2022	701008930	PAYROLL-INS. DED	June Ins	15,705.21	700001255	6/2/2022
VEN000534	Delta Dental	APP093318	6/1/2022	701008930	PAYROLL-INS. DED	June Ins	4,792.16	17963	6/2/2022
VEN010036	VSP Insurance	APP093319	6/1/2022	701008930	PAYROLL-INS. DED	June Ins	70.72	17965	6/2/2022
VEN000058	AFLAC	APP093410	6/2/2022	701008930	PAYROLL-INS. DED	June Ins	5,605.78	17966	6/3/2022
VEN001537	Payroll	APP093541	6/6/2022	701008110	PAYROLL-NET SALARIES	net sal	500,647.04	700001256	6/7/2022
VEN000163	Aul Retirement	APP093567	6/7/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	29,586.21		
VEN000959	Indiana Dept Of Revenue	APP093568	6/7/2022	701008923	PAYROLL-STATE WITHHOL	State	20,868.33		
VEN000959	Indiana Dept Of Revenue	APP093568	6/7/2022	701008923	PAYROLL-STATE WITHHOL	COIT	8,826.09		
VEN000920	Huntington National Bank	APP093569	6/7/2022	701008131	PAYROLL-EMPLOYER'S FIC	FICA	42,855.75		
VEN000920	Huntington National Bank	APP093569	6/7/2022	701008132	PAYROLL-EMPLOYER'S ME	Medicare	10,022.72		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
701	**Payroll**								
	Clerk Treasurer								
VEN000920	Huntington National Bank	APP093569	6/7/2022	701008921	PAYROLL-FEDERAL WITHH	Federal	64,521.53		
VEN000920	Huntington National Bank	APP093569	6/7/2022	701008922	PAYROLL-EMPLOYEE FICA	FICA	42,855.64		
VEN000920	Huntington National Bank	APP093569	6/7/2022	701008922	PAYROLL-EMPLOYEE FICA	Medicare	10,022.74		
VEN000703	Fire Fighters Credit Union	APP093598	6/7/2022	701008141	PAYROLL-UNION DUES	Union Dues WFD	78.00		
VEN000703	Fire Fighters Credit Union	APP093599	6/7/2022	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,074.65		
VEN001390	MiSDU	APP093600	6/7/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45		
VEN010216	John Hauber Trustee	APP093601	6/7/2022	701008142	PAYROLL-GARNISHMENT	Garnishment	277.00		
VEN001864	Supporting Heroes	APP093602	6/7/2022	701008991	PAYROLL-MISC	Supporting Heroes	88.54		
VEN006542	Rick Gingerich	APP093603	6/7/2022	701008931	PAYROLL-401A MATCHING-	Loan refund	82.60		
VEN004836	Nationwide Retirement Solutions	APP093604	6/7/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	4,634.69		
VEN000948	IN Family and Social Services	APP093605	6/7/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,706.00		
	Subtotal for Clerk Treasurer						**1,639,232.94**		
Subtotal for Fund 701 Payroll							**1,639,232.94**		
Fund No.	**Fund Name**								
900	**Stormwater**								
	Stormwater								
VEN001537	Payroll	APP093063	5/24/2022	900016111	STORM-SALARY	sal	18,395.20	900000288	5/24/2022
VEN001537	Payroll	APP093063	5/24/2022	900016120	STORM-FICA/MEDICARE	fica	1,089.99	900000288	5/24/2022
VEN001537	Payroll	APP093063	5/24/2022	900016120	STORM-FICA/MEDICARE	med	254.92	900000288	5/24/2022
VEN001537	Payroll	APP093063	5/24/2022	900016121	STORM-PERF	perf	2,257.12	900000288	5/24/2022
VEN006810	Puddle Jumpers Aquatics	APP093094	5/23/2022	900016434	STORM-STORMWATER MIS	Various Stormwater Maint	36,475.00		
VEN002193	Christopher Burke	APP093095	5/23/2022	900016309	STORM-CONSULTING FEES	Stormwater On Call Support	520.00		
VEN010318	Diane Sisk	APP093173	5/26/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	60.00		
VEN010319	Eric and Lori Shaw	APP093174	5/26/2022	900016370	STORMWATER-REFUND		9.05		
VEN010320	Andrew Adams	APP093175	5/26/2022	900016370	STORMWATER-REFUND		9.46		
VEN010321	Rita Rose	APP093176	5/26/2022	900016370	STORMWATER-REFUND		8.78		
VEN010322	Melissa Paschke	APP093177	5/26/2022	900016370	STORMWATER-REFUND		10.15		
VEN010322	Melissa Paschke	APP093177	5/26/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	63.30		
VEN010323	Roger and Susan Krynock	APP093178	5/26/2022	900016370	STORMWATER-REFUND		9.46		
VEN010323	Roger and Susan Krynock	APP093178	5/26/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	192.92		
VEN010324	Ronnie Roush	APP093179	5/26/2022	900016370	STORMWATER-REFUND		8.64		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
900	**Stormwater**								
Stormwater									
VEN010325	Richard Stewart	APP093180	5/26/2022	900016370	STORMWATER-REFUND		8.91		
VEN010326	Alan and Alison Bruns	APP093181	5/26/2022	900016370	STORMWATER-REFUND		17.52		
VEN010327	Steve and Joni Buyer	APP093182	5/26/2022	900016370	STORMWATER-REFUND		9.46		
VEN005082	Robert J Knight	APP093183	5/26/2022	900016370	STORMWATER-REFUND		66.76		
VEN006012	Adam Scott	APP093184	5/26/2022	900016370	STORMWATER-REFUND		9.60		
VEN010328	Bruce and Terry Hummel	APP093185	5/26/2022	900016370	STORMWATER-REFUND		10.01		
VEN010329	Vision Investment and Trading LLC	APP093186	5/26/2022	900016370	STORMWATER-REFUND		14.52		
VEN010330	Kyle Hunter	APP093187	5/26/2022	900016370	STORMWATER-REFUND		10.29		
VEN010331	Victoria Loftus	APP093188	5/26/2022	900016370	STORMWATER-REFUND		9.46		
VEN010332	Tony Markus	APP093189	5/26/2022	900016370	STORMWATER-REFUND		9.74		
VEN010333	Michael Mercik	APP093190	5/26/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	623.76		
VEN003987	Indiana Reclamation and Excavating	APP093247	5/31/2022	900016433	STORM-INFRASTRUCTURE	Project Vac Work	1,460.40		
VEN004479	Symetra Life Insurance	APP093312	6/1/2022	900016119	STORM-HEALTH/DENTAL	June Ins	19.50	41888	6/2/2022
VEN000534	Delta Dental	APP093317	6/1/2022	900016119	STORM-HEALTH/DENTAL	June Ins	456.16	41887	6/2/2022
VEN010036	VSP Insurance	APP093323	6/1/2022	900016119	STORM-HEALTH/DENTAL	June Ins	101.36	41889	6/2/2022
VEN002020	United Healthcare	APP093326	6/1/2022	900016119	STORM-HEALTH/DENTAL	June Ins	10,433.11	900000291	6/1/2022
VEN001676	Riverview Hospital	APP093413	6/2/2022	900016119	STORM-HEALTH/DENTAL	March clinic hrs	528.87	41890	6/3/2022
VEN001676	Riverview Hospital	APP093416	6/3/2022	900016119	STORM-HEALTH/DENTAL	April Clinic hrs	530.46	41890	6/3/2022
VEN005662	Rocchio Kiley Ins	APP093526	6/6/2022	900016122	STORM-WORKERS COMP	Workers Comp semi annual	4,000.00		
VEN002424	IUPPS	APP093527	6/6/2022	900016309	STORM-CONSULTING FEES	May tickets	1,581.75		
VEN005581	Newton Oil Company	APP093531	6/6/2022	900016226	STORM-VEHICLE GAS	Unleaded fuel	76.36		
VEN003987	Indiana Reclamation and Excavating	APP093532	6/6/2022	900016433	STORM-INFRASTRUCTURE	Maple View	486.22		
VEN003987	Indiana Reclamation and Excavating	APP093532	6/6/2022	900016433	STORM-INFRASTRUCTURE	Woodshire	724.60		
VEN010339	Jerrold A Jacobson	APP093540	6/6/2022	900016370	STORMWATER-REFUND		31.06	41891	6/6/2022
VEN001537	Payroll	APP093554	6/7/2022	900016111	STORM-SALARY	sal	20,752.98	900000290	6/7/2022
VEN001537	Payroll	APP093554	6/7/2022	900016120	STORM-FICA/MEDICARE	fica	1,236.17	900000290	6/7/2022
VEN001537	Payroll	APP093554	6/7/2022	900016120	STORM-FICA/MEDICARE	med	289.10	900000290	6/7/2022
VEN001537	Payroll	APP093554	6/7/2022	900016121	STORM-PERF	perf	2,225.97	900000290	6/7/2022
VEN002193	Christopher Burke	APP093618	6/7/2022	900016349	STORM-SERVICE	Stormwater Utility Update	20,362.50		
VEN003987	Indiana Reclamation and Excavating	APP093636	6/8/2022	900016433	STORM-INFRASTRUCTURE	Montgomery Dr	2,387.22		
Subtotal for Stormwater							**127,837.81**		
Subtotal for Fund 900 Stormwater							**127,837.81**		

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**								
902	**SW 2017 B and I Sinking**								
	Stormwater								
VEN000920	Huntington National Bank	APP093292	6/1/2022	902016380	STORM-2017 BD SINKING F	Bond 2017	155,000.00	900000289	6/6/2022
VEN000920	Huntington National Bank	APP093292	6/1/2022	902016381	STORM-2017 BD SINKING F	Bond 2017	25,536.00	900000289	6/6/2022
	Subtotal for Stormwater						**180,536.00**		
Subtotal for Fund 902 SW 2017 B and I Sinking							**180,536.00**		
Fund No.	**Fund Name**								
950	**Trash**								
	Trash								
VEN001637	Ray's Trash Service	APP093092	5/25/2022	950017850	TRASH-TRASH BAGS CONT	Overage Bags	800.00		
VEN009258	Shares Inc	APP093093	5/25/2022	950017349	TRASH-ADM SERVICES	Bulk Trash Day	500.00		
VEN008448	Springbrook Holding LLC	APP093105	5/25/2022	950017389	TRASH-SOFTWARE LICENS	Billing Maint	15,233.46		
VEN010319	Eric and Lori Shaw	APP093174	5/26/2022	950017370	TRASH-REFUND		2.18		
VEN010319	Eric and Lori Shaw	APP093174	5/26/2022	950017370	TRASH-REFUND		27.02		
VEN010320	Andrew Adams	APP093175	5/26/2022	950017370	TRASH-REFUND		2.27		
VEN010320	Andrew Adams	APP093175	5/26/2022	950017370	TRASH-REFUND		28.25		
VEN010321	Rita Rose	APP093176	5/26/2022	950017370	TRASH-REFUND		2.11		
VEN010321	Rita Rose	APP093176	5/26/2022	950017370	TRASH-REFUND		26.20		
VEN010322	Melissa Paschke	APP093177	5/26/2022	950017370	TRASH-REFUND		2.44		
VEN010322	Melissa Paschke	APP093177	5/26/2022	950017370	TRASH-REFUND		30.30		
VEN010323	Roger and Susan Krynock	APP093178	5/26/2022	950017370	TRASH-REFUND		2.27		
VEN010323	Roger and Susan Krynock	APP093178	5/26/2022	950017370	TRASH-REFUND		28.25		
VEN010324	Ronnie Roush	APP093179	5/26/2022	950017370	TRASH-REFUND		2.08		
VEN010324	Ronnie Roush	APP093179	5/26/2022	950017370	TRASH-REFUND		25.80		
VEN010325	Richard Stewart	APP093180	5/26/2022	950017370	TRASH-REFUND		2.14		
VEN010325	Richard Stewart	APP093180	5/26/2022	950017370	TRASH-REFUND		26.61		
VEN010326	Alan and Alison Bruns	APP093181	5/26/2022	950017370	TRASH-REFUND		5.14		
VEN010326	Alan and Alison Bruns	APP093181	5/26/2022	950017370	TRASH-REFUND		51.38		
VEN010327	Steve and Joni Buyer	APP093182	5/26/2022	950017370	TRASH-REFUND		2.27		
VEN010327	Steve and Joni Buyer	APP093182	5/26/2022	950017370	TRASH-REFUND		28.25		
VEN006012	Adam Scott	APP093184	5/26/2022	950017370	TRASH-REFUND		2.31		
VEN006012	Adam Scott	APP093184	5/26/2022	950017370	TRASH-REFUND		28.66		
VEN010328	Bruce and Terry Hummel	APP093185	5/26/2022	950017370	TRASH-REFUND		2.41		

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								
VEN010328	Bruce and Terry Hummel	APP093185	5/26/2022	950017370	TRASH-REFUND		29.89		
VEN010330	Kyle Hunter	APP093187	5/26/2022	950017370	TRASH-REFUND		2.47		
VEN010330	Kyle Hunter	APP093187	5/26/2022	950017370	TRASH-REFUND		30.71		
VEN010331	Victoria Loftus	APP093188	5/26/2022	950017370	TRASH-REFUND		2.27		
VEN010331	Victoria Loftus	APP093188	5/26/2022	950017370	TRASH-REFUND		28.25		
VEN010332	Tony Markus	APP093189	5/26/2022	950017370	TRASH-REFUND		2.34		
VEN010332	Tony Markus	APP093189	5/26/2022	950017370	TRASH-REFUND		29.07		
VEN001637	Ray's Trash Service	APP093336	6/2/2022	950017851	TRASH-RES QRTLY FEE CO	Mays collecton	27,002.51		
VEN010339	Jerrold A Jacobson	APP093540	6/6/2022	950017370	TRASH-REFUND		7.47	41891	6/6/2022
VEN010339	Jerrold A Jacobson	APP093540	6/6/2022	950017370	TRASH-REFUND		92.74	41891	6/6/2022
VEN008448	Springbrook Holding LLC	APP093542	6/7/2022	950017371	TRASH-CREDIT CARD PRO	CivicPay Transactions	440.00		
	Subtotal for Trash						**44,529.52**		
Subtotal for Fund 950 Trash							**44,529.52**		
Posted Invoices Total							**8,751,537.69**		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	**Fund Name**						
203	**Fire Operating**						
	Fire						
VEN002326	OREILLY AUTO	ACP002416	5/31/2022	203012360	Fire-Vehicle Maint	Fire-Vehicle Maint	265.32
VEN002326	OREILLY AUTO	ACP002417	5/31/2022	203012472	Fire-Equip	Fire-Equip	299.99
VEN002326	OREILLY AUTO	ACP002418	5/31/2022	203012360	Fire-Vehicle Maint	Fire-Vehicle Maint	4.22
VEN002326	OREILLY AUTO	ACP002419	5/31/2022	203012360	Fire-Vehicle Maint	Fire-Vehicle Maint	20.45
VEN002326	OREILLY AUTO	ACP002420	5/31/2022	203012360	Fire-Vehicle Maint	Fire-Vehicle Maint	1,441.61
	Subtotal for						**2,031.59**
Subtotal by Fund 203 Fire Operating							**2,031.59**

Report Date Range:

Credit Memos

Fund No.	Vendor No. / Fund Name	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
361	**Grand Junction Ban Construction**							
	Public Works							
	VEN008765	RATIO Architects	ACP002413	5/24/2022	361013349	Grand Junc Ban Const-Const	GJ Ban Const-Constr Svs	31,780.11
	Subtotal for							**31,780.11**
Subtotal by Fund 361 Grand Junction Ban Construction								**31,780.11**
Credit Memo Total								**33,811.70**

Purchase Card Register
City of Westfield

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Police										
		311537655	MARATHON PETROLEUM COMPAN	GJPCARD0086300	6/7/2022	101002226	Police-Vehicle Gas/Supplies	VEHICLE GAS	74.54		
		351862072	THEOBALD MANAGEMENT INC	GJPCARD0086301	6/7/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	41.89		
		VEN000365	Chapman Electric Supply	GJPCARD0086310	6/7/2022	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	12.05		
		VEN000365	Chapman Electric Supply	GJPCARD0086313	6/7/2022	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	19.94		
		202936165	AMAZON.COM, INC.	GJPCARD0086330	6/7/2022	101002360	Police-Vehicle Repair	BUMPER PADS FOR VEHI	38.99		
		VEN004513	Evident	GJPCARD0086336	6/7/2022	101002224	Police-Operating Supplies	SUPPLIES FOR EVIDENC	115.00		
		813596833	JERSEY 25 LLC	GJPCARD0086344	6/7/2022	101002334	Police-Travel/Training/Semina	MEALS DURING TRAININ	177.30		
		522261790	THOMSON REUTERS U.S. LLC	GJPCARD0086352	6/7/2022	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	736.45		
		820544687	AMAZON.COM, INC.	GJPCARD0086353	6/7/2022	101002224	Police-Operating Supplies	DISH SOAP SCRUB BRU	26.74		
		820544687	AMAZON.COM, INC.	GJPCARD0086354	6/7/2022	101002224	Police-Operating Supplies	TAPE, ZIPLOC BAGS, SCI	111.29		
		202936165	AMAZON.COM, INC.	GJPCARD0086355	6/7/2022	101002223	Police-Office Supplies	3X5 MEMO BOOKS	65.88		
		VEN001983	Tractor Supply Company	GJPCARD0086360	6/7/2022	101002355	Police-K-9 Maint	K9 FOOD	99.98		
		VEN009277	Nelson and Co LLC	GJPCARD0086370	6/7/2022	101002229	Police-Uniforms	UNIFORM BELT	5.99		
		202936165	AMAZON.COM, INC.	GJPCARD0086374	6/7/2022	101002224	Police-Operating Supplies	OFFICE CHAIRS-INVESTI	949.92		
		465339406	BORSHA INC LLC	GJPCARD0086375	6/7/2022	101002347	Police-Promotions	BREAKFAST WITH A CO	98.71		
		161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0086388	6/7/2022	101002334	Police-Travel/Training/Semina	ITEMS FOR ESU TRAININ	36.37		
		202936165	AMAZON.COM, INC.	GJPCARD0086392	6/7/2022	101002224	Police-Operating Supplies	TOOLBOX ORGANIZER F	85.98		
		742605908	RIVERLINK GILALLC	GJPCARD0086406	6/7/2022	101002334	Police-Travel/Training/Semina	TOLL ROADS	8.84		
		384061754	ARLO TECHNOLOGIES, INC.	GJPCARD0086407	6/7/2022	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	61.95		
		611443499	5.11 INC	GJPCARD0086408	6/7/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING-B	102.72		
		202936165	AMAZON.COM, INC.	GJPCARD0086412	6/7/2022	101002224	Police-Operating Supplies	FOAM CUTTER KIT, FOA	52.28		
		842172128	INGERSOLL RAND CO	GJPCARD0086421	6/7/2022	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	242.89		
		VEN002149	WLS CORP - MARRIOTT INDJW	GJPCARD0086422	6/7/2022	101002334	Police-Travel/Training/Semina	PARKING DURING TRAIN	50.00		
		770510487	PAYPAL	GJPCARD0086424	6/7/2022	101002347	Police-Promotions	PROMOTION INTERVIEW	152.46		
		VEN002149	WLS CORP - MARRIOTT INDJW	GJPCARD0086425	6/7/2022	101002334	Police-Travel/Training/Semina	PARKING DURING TRAIN	50.00		
		274257919	THAI ISAAN LLC	GJPCARD0086437	6/7/2022	101002347	Police-Promotions	PROMOTION INTERVIEW	123.17		
		874180750	CHARWEST LLC	GJPCARD0086440	6/7/2022	101002347	Police-Promotions	PROMOTION INTERVIEW	157.38		
		VEN002149	WLS CORP - MARRIOTT INDJW	GJPCARD0086441	6/7/2022	101002334	Police-Travel/Training/Semina	PARKING DURING TRAIN	50.00		
		VEN002149	WLS CORP - MARRIOTT INDJW	GJPCARD0086442	6/7/2022	101002334	Police-Travel/Training/Semina	PARKING DURING TRAIN	50.00		
		VEN001525	PATACHOU ADMINISTRATIVE S	GJPCARD0086443	6/7/2022	101002334	Police-Travel/Training/Semina	FOOD DURING TRAININ	43.16		
		611443499	5.11 INC	GJPCARD0086444	6/7/2022	101002229	Police-Uniforms	DETECTIVE CLOTHING-	266.00		
		351546398	MOTHER BEARS INC	GJPCARD0086448	6/7/2022	101002347	Police-Promotions	RECRUITMENT TEAM VIS	192.03		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Police										
		452579120	INTERPARKING	GJPCARD0086453	6/7/2022	101002334	Police-Travel/Training/Semina	PARKING DURING TRAIN	53.00		
		202936165	AMAZON.COM, INC.	GJPCARD0086472	6/7/2022	101002224	Police-Operating Supplies	HAND SANITIZER	98.96		
		202936165	AMAZON.COM, INC.	GJPCARD0086473	6/7/2022	101002224	Police-Operating Supplies	N95 MASK	24.99		
		VEN001820	SQUARE, INC.	GJPCARD0086479	6/7/2022	101002347	Police-Promotions	BREAKFAST WITH A CO	23.39		
		822190725	DRONEANALYTICS	GJPCARD0086483	6/7/2022	101002350	Police-Subscriptions/Dues	SAFETYDRONE SUBSCR	300.00		
		VEN010278	Tri-tech Forensics	GJPCARD0086515	6/7/2022	101002472	Police-Equipment	FIRST AID/TOURNIQUET	271.53		
		VEN000569	Don Hinds Ford Inc	GJPCARD0086538	6/7/2022	101002360	Police-Vehicle Repair	VEHICLE TURN SIGNAL	292.61		
		VEN000946	IN BMV VEHICLE SER	GJPCARD0086550	6/7/2022	101002349	Police-Services	VEHICLE TITLES	80.00		
		VEN000416	CLANCYS INC	GJPCARD0086551	6/7/2022	101002347	Police-Promotions	C/A MEETING-VICKROY,	73.31		
		202936165	AMAZON.COM, INC.	GJPCARD0086554	6/7/2022	101002347	Police-Promotions	STICKERS BADGES-KIDS	7.99		
		202936165	AMAZON.COM, INC.	GJPCARD0086558	6/7/2022	101002347	Police-Promotions	MAGNIFYING GLASSES K	12.99		
		861088458	BIG HOFFAS SMOKEHOUSE BAR	GJPCARD0086559	6/7/2022	101002347	Police-Promotions	NEW HIRE LUNCH-HOUS	27.10		
		VEN001983	Tractor Supply Company	GJPCARD0086575	6/7/2022	101002224	Police-Operating Supplies	RATCHET	29.98		
		811361842	VIKTOS LLC	GJPCARD0086578	6/7/2022	101002229	Police-Uniforms	UNIFORM PANTS	99.73		
		474250697	BLUE ALPHA GEAR LLC	GJPCARD0086579	6/7/2022	101002229	Police-Uniforms	UNIFORM BELT	74.97		
		842172128	INGERSOLL RAND CO	GJPCARD0086607	6/7/2022	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	417.79		
		VEN000946	IN BMV VEHICLE SER	GJPCARD0086609	6/7/2022	101002350	Police-Subscriptions/Dues	VEHICLE TITLES	30.00		
		582659941	CIOX HEALTH, LLC	GJPCARD0086614	6/7/2022	101002224	Police-Operating Supplies	MEDICAL RECORDS FOR	35.00		
		VEN006898	Supply Warehouse Inc	GJPCARD0086615	6/7/2022	101002224	Police-Operating Supplies	TOILET TISSUE, FORKS,	663.57		
		470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0086629	6/7/2022	101002360	Police-Vehicle Repair	WIPER BLADES	51.56		
		202936165	AMAZON.COM, INC.	GJPCARD0086636	6/7/2022	101002223	Police-Office Supplies	CLIPBOARDS	15.95		
		522261790	THOMSON REUTERS U.S. LLC	GJPCARD0086653	6/7/2022	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	736.45		
		VEN001820	SQUARE, INC.	GJPCARD0086674	6/7/2022	101002347	Police-Promotions	TABLE AT FUNDRAISER	200.00		
		112506551	HELGEN INDUSTRIES, INC.	GJPCARD0086680	6/7/2022	101002229	Police-Uniforms	HOLTER-DINE	93.13		
		201073999	DECKERS CONSUMER DIRECT C	GJPCARD0086682	6/7/2022	101002229	Police-Uniforms	UNIFORM SHOES-KANG	192.60		
		463513893	EDMONDS OUTDOORS, LLC DBA	GJPCARD0086685	6/7/2022	101002355	Police-K-9 Maint	G1 DOG KENNEL AND AL	874.10		
		550871115	SKYLARK PRODUCTIONS, INC	GJPCARD0086691	6/7/2022	101002349	Police-Services	YEARLY SERVICE FEE	539.89		
		202936165	AMAZON.COM, INC.	GJPCARD0086692	6/7/2022	101002345	Police-Equip Repair	STREAMLIGHT BATTERY	15.92		
		710938319	AMAZON.COM, INC.	GJPCARD0086697	6/7/2022	101002350	Police-Subscriptions/Dues	PRIME BUSINESS MEMBE	179.00		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086704	6/7/2022	101002347	Police-Promotions	MEAL FOR DEPARTMEN	963.60		
		VEN001337	Menards	GJPCARD0086718	6/7/2022	101002343	Police-Building Maintenance	SPLIT - POLICE-AIR COM	13.50		
		020809769	HULU, LLC	GJPCARD0086725	6/7/2022	101002349	Police-Services	MONTHLY STATEMENT	85.98		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
101	**General**									
	Subtotal for Police							**10,878.49**		
	Economic and Community Development									
	VEN002097	Westfield Chamber Of Commerce	GJPCARD0086356	6/7/2022	101003347	ECD-Promotions	CHAMBER.MEETING#241	245.00		
	770510487	PAYPAL	GJPCARD0086446	6/7/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	22.40		
	VEN001820	SQUARE, INC.	GJPCARD0086526	6/7/2022	101003347	ECD-Promotions	APA-IN_#DBXT.50.00_JO	50.00		
	453073013	EZCATER, INC	GJPCARD0086620	6/7/2022	101003347	ECD-Promotions	EZCATER_#RPH-Y2T.93.	93.09		
	VEN001820	SQUARE, INC.	GJPCARD0086641	6/7/2022	101003334	ECD-Travel/Training/Seminar	IABO_#2948_2021_383.79	383.79		
	VEN007922	Kroger Limited Partnership	GJPCARD0086645	6/7/2022	101003347	ECD-Promotions	EMPLOYEE APPRECIATI	26.45		
	770430924	PAYPAL	GJPCARD0086661	6/7/2022	101003347	ECD-Promotions	APA JOB POSTING FOR	195.00		
	770510487	PAYPAL	GJPCARD0086675	6/7/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	22.40		
	Subtotal for Economic and Community Development							**1,038.13**		
	Parks									
	843871927	LOS AGAVE	GJPCARD0086299	6/7/2022	101005347	Parks-Promotion	TEAM LUNCH - KA, KW, B	107.00		
	472510208	START SAFETY INC	GJPCARD0086302	6/7/2022	101005472	Parks-Equipment	BARRICADES FOR EVEN	4,000.00		
	770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086303	6/7/2022	101005347	Parks-Promotion	TEMPORARY STAGE CO	2,735.00		
	202936165	AMAZON.COM, INC.	GJPCARD0086304	6/7/2022	101005347	Parks-Promotion	EVENT STORAGE SUPPL	119.33		
	472510208	START SAFETY INC	GJPCARD0086314	6/7/2022	101005472	Parks-Equipment	BARRICADES FOR GRAN	3,713.00		
	201665019	FACEBOOK INC.	GJPCARD0086315	6/7/2022	101005349	Parks-Services	FACEBOOK AD FOR MOV	22.07		
	202936165	AMAZON.COM, INC.	GJPCARD0086327	6/7/2022	101005223	Parks-Office Supplies	OFFICE SUPPLIES	29.90		
	202936165	AMAZON.COM, INC.	GJPCARD0086328	6/7/2022	101005223	Parks-Office Supplies	OFFICE SUPPLIES	15.90		
	VEN006490	Towne Post Network Inc	GJPCARD0086345	6/7/2022	101005349	Parks-Services	EVENT ADVERTISING	595.00		
	VEN000480	CSI Signs	GJPCARD0086346	6/7/2022	101005349	Parks-Services	SIGNAGE FOR GJP PRO	61.50		
	201665019	FACEBOOK INC.	GJPCARD0086376	6/7/2022	101005349	Parks-Services	FACEBOOK ADS FOR LA	175.00		
	260420468	KODAK HOTEL PARTNERS, LLC	GJPCARD0086395	6/7/2022	101005334	Parks-Travel/Training/Semina	LODGING - TRAINING TR	529.95		
	161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0086396	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	5.69		
	161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0086397	6/7/2022	101005334	Parks-Travel/Training/Semina	GAS - TRAINING TRAVEL	48.83		
	854006070	HUT AMERICAN GROUP LLC	GJPCARD0086398	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	17.13		
	VEN000384	CHICK-FIL-A CORP	GJPCARD0086399	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	6.89		
	331066990	WELCOMEMAT SERVICES INC	GJPCARD0086409	6/7/2022	101005349	Parks-Services	Parks-Services	115.29		
	621859088	SOUTHEAST FOOD SERVICES C	GJPCARD0086413	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	5.91		
	911325671	STARBUCKS CORPORATION	GJPCARD0086417	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	11.62		
	VEN001820	SQUARE, INC.	GJPCARD0086432	6/7/2022	101005334	Parks-Travel/Training/Semina	CONTINUING EDUCATIO	200.00		

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101	General										
	Parks										
		472462035	TOAST INC	GJPCARD0086433	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	7.53		
		621480060	CONNOR CONCEPTS INC	GJPCARD0086434	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	23.00		
		VEN000480	CSI Signs	GJPCARD0086445	6/7/2022	101005347	Parks-Promotion	LANTERN DAYS ROADSI	390.00		
		VEN000480	CSI Signs	GJPCARD0086447	6/7/2022	101005347	Parks-Promotion	LANTERN DAYS A-FRAM	316.85		
		202936165	AMAZON.COM, INC.	GJPCARD0086449	6/7/2022	101005223	Parks-Office Supplies	AMAZON - EARPIECES F	13.88		
		472462035	TOAST INC	GJPCARD0086460	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	7.53		
		621480060	CONNOR CONCEPTS INC	GJPCARD0086463	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	21.46		
		863645870	SOCIAL CANTINA	GJPCARD0086466	6/7/2022	101005347	Parks-Promotion	LUNCH W/CHAMBER - K	58.00		
		461362493	TACALA TENNESSEE CORP	GJPCARD0086475	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	8.91		
		831297694	KBS SEVIERVILLE INC	GJPCARD0086480	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	22.99		
		621588714	WEIGEL'S STORES INC	GJPCARD0086481	6/7/2022	101005334	Parks-Travel/Training/Semina	GAS - TRAINING TRAVEL	47.15		
		590324412	PUBLIX SUPERMARKETS	GJPCARD0086482	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	10.05		
		202936165	AMAZON.COM, INC.	GJPCARD0086484	6/7/2022	101005347	Parks-Promotion	RETURN OF CONES	-21.95		
		202936165	AMAZON.COM, INC.	GJPCARD0086492	6/7/2022	101005347	Parks-Promotion	REFUND	-43.90		
		201665019	FACEBOOK INC.	GJPCARD0086493	6/7/2022	101005349	Parks-Services	FACEBOOK ADS FOR GR	6.66		
		133760393	ARBYS RESTAURANT GROUP	GJPCARD0086494	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	9.17		
		311537655	MARATHON PETROLEUM COMPAN	GJPCARD0086495	6/7/2022	101005334	Parks-Travel/Training/Semina	GAS FOR TRAINING TRIP	34.54		
		590324412	PUBLIX SUPERMARKETS	GJPCARD0086496	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	50.58		
		472462035	TOAST INC	GJPCARD0086497	6/7/2022	101005334	Parks-Travel/Training/Semina	MEALS - TRAINING TRAV	10.52		
		202936165	AMAZON.COM, INC.	GJPCARD0086500	6/7/2022	101005347	Parks-Promotion	REFUND	-10.95		
		202936165	AMAZON.COM, INC.	GJPCARD0086501	6/7/2022	101005347	Parks-Promotion	REFUND	-10.95		
		820544687	AMAZON.COM, INC.	GJPCARD0086508	6/7/2022	101005347	Parks-Promotion	FOLDING TABLES FOR E	341.60		
		202936165	AMAZON.COM, INC.	GJPCARD0086532	6/7/2022	101005347	Parks-Promotion	TABLE CLOTHS FOR EV	325.71		
		VEN000480	CSI Signs	GJPCARD0086535	6/7/2022	101005349	Parks-Services	SIGNAGE FOR GJP	61.50		
		201665019	FACEBOOK INC.	GJPCARD0086573	6/7/2022	101005349	Parks-Services	FACEBOOK ADS TO PRO	75.00		
		VEN001637	Ray's Trash Service	GJPCARD0086584	6/7/2022	101005347	Parks-Promotion	INV. #TRASH BOXES FO	192.60		
		202936165	AMAZON.COM, INC.	GJPCARD0086596	6/7/2022	101005472	Parks-Equipment	STORAGE SUPPLIES FO	459.96		
		202936165	AMAZON.COM, INC.	GJPCARD0086597	6/7/2022	101005472	Parks-Equipment	STORAGE SUPPLIES FO	31.98		
		202936165	AMAZON.COM, INC.	GJPCARD0086598	6/7/2022	101005347	Parks-Promotion	SUPPLIES FOR GJP	333.73		
		202936165	AMAZON.COM, INC.	GJPCARD0086627	6/7/2022	101005347	Parks-Promotion	PLINKO BOARD FOR EVE	98.88		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086628	6/7/2022	101005347	Parks-Promotion	STAGE COVERING RENT	2,985.00		
		820544687	AMAZON.COM, INC.	GJPCARD0086637	6/7/2022	101005347	Parks-Promotion	TAPE MEASURES AND H	89.03		

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Fund No.	**Fund Name**									
101	**General**									
	Parks									
	202936165	AMAZON.COM, INC.	GJPCARD0086646	6/7/2022	101005347	Parks-Promotion	EVENT SUPPLIES FOR L	87.75		
	460707085	BLOOMERANG LLC	GJPCARD0086654	6/7/2022	101005350	Parks-Subscption/Dues	BLOOMERANG - MONTH	10.00		
	770510487	PAYPAL	GJPCARD0086656	6/7/2022	101005334	Parks-Travel/Training/Semina	BALLOON TRAINING INS	1,200.00		
	201665019	FACEBOOK INC.	GJPCARD0086683	6/7/2022	101005349	Parks-Services	ADS FOR LANTERN DAY	175.00		
	201665019	FACEBOOK INC.	GJPCARD0086693	6/7/2022	101005349	Parks-Services	FACEBOOK ADS TO PRO	12.57		
	820544687	AMAZON.COM, INC.	GJPCARD0086694	6/7/2022	101005223	Parks-Office Supplies	LAMINATOR AND SHEET	37.54		
	202936165	AMAZON.COM, INC.	GJPCARD0086706	6/7/2022	101005223	Parks-Office Supplies	OFFICE SUPPLIES, BIND	85.24		
	201665019	FACEBOOK INC.	GJPCARD0086707	6/7/2022	101005349	Parks-Services	FACEBOOK ADS FOR EG	75.00		
	371581003	SURVEYMONKEY.COM, LLC	GJPCARD0086724	6/7/2022	101005350	Parks-Subscption/Dues	SURVEYMONKEY - YEAR	384.00		
	202936165	AMAZON.COM, INC.	GJPCARD0086726	6/7/2022	101005347	Parks-Promotion	MASON JARS FOR LANT	519.80		
	Subtotal for Parks							**21,047.97**		
	Informatics									
	200652664	IDW,LLC	GJPCARD0086338	6/7/2022	101007223	IT-Office Supplies	ID BADGES AND TONER	352.95		
	VEN000718	FORMSPRING LLC	GJPCARD0086341	6/7/2022	101007389	IT-Software Licensing	MONTHLY RENEWAL	105.93		
	VEN005162	Validated Custom Solutions	GJPCARD0086358	6/7/2022	101007331	IT-Consulting	AUDIO SYSTEM FIRMWA	1,091.60		
	VEN000643	ENTREPRENEURIAL RES	GJPCARD0086359	6/7/2022	101007334	IT-Travel/Training/Seminars	INDIANA GIS CONFEREN	5.00		
	820544687	AMAZON.COM, INC.	GJPCARD0086361	6/7/2022	101007451	IT-Computer/Equip	TRAINING FACILITY ACC	144.63		
	471927072	GOLDEN ELEPHANT LLC	GJPCARD0086362	6/7/2022	101007334	IT-Travel/Training/Seminars	INDIANA GIS CONFEREN	18.04		
	VEN005135	FP Mailing Solutions	GJPCARD0086381	6/7/2022	101007333	IT-Postage	POSTAGE FOR THE CITY	1,035.00		
	820544687	AMAZON.COM, INC.	GJPCARD0086411	6/7/2022	101007451	IT-Computer/Equip	5X OTTERBOX DEFENDE	368.40		
	VEN000539	DENISON PARKING INC	GJPCARD0086415	6/7/2022	101007334	IT-Travel/Training/Seminars	PARKING FOR NEW WO	34.00		
	260097223	TIGGEE,LLC	GJPCARD0086427	6/7/2022	101007389	IT-Software Licensing	RENEWAL OF DNS SERV	166.90		
	475360144	PUNCH BOWL INDIANAPOLIS L	GJPCARD0086429	6/7/2022	101007334	IT-Travel/Training/Seminars	TYLER CONNECT CONF	81.49		
	VEN000539	DENISON PARKING INC	GJPCARD0086430	6/7/2022	101007334	IT-Travel/Training/Seminars	TYLER CONNECT CONF	34.35		
	VEN000539	DENISON PARKING INC	GJPCARD0086431	6/7/2022	101007334	IT-Travel/Training/Seminars	PARKING FOR NEW WO	34.00		
	202936165	AMAZON.COM, INC.	GJPCARD0086451	6/7/2022	101007451	IT-Computer/Equip	TRAINING FACILITY ACC	510.00		
	VEN000539	DENISON PARKING INC	GJPCARD0086452	6/7/2022	101007334	IT-Travel/Training/Seminars	PARKING FOR NEW WO	34.00		
	202936165	AMAZON.COM, INC.	GJPCARD0086454	6/7/2022	101007451	IT-Computer/Equip	TRAINING FACILITY ACC	144.76		
	VEN000539	DENISON PARKING INC	GJPCARD0086455	6/7/2022	101007334	IT-Travel/Training/Seminars	TYLER CONNECT CONF	34.35		
	452647441	UBER TECHNOLOGIES, INC.	GJPCARD0086456	6/7/2022	101007334	IT-Travel/Training/Seminars	UBER FROM NEW WORL	11.97		
	452647441	UBER TECHNOLOGIES, INC.	GJPCARD0086457	6/7/2022	101007334	IT-Travel/Training/Seminars	UBER TO NEW WORLD	11.91		
	202936165	AMAZON.COM, INC.	GJPCARD0086474	6/7/2022	101007451	IT-Computer/Equip	TRAINING FACILITY IT R	249.99		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Informatics										
		VEN007296	First Arriving LLC	GJPCARD0086476	6/7/2022	101007451	IT-Computer/Equip	REPLACEMENT MEDIA P	3,887.00		
		VEN000539	DENISON PARKING INC	GJPCARD0086477	6/7/2022	101007334	IT-Travel/Training/Seminars	TYLER CONNECT CONF	34.35		
		611648780	ZOOM VIDEO COMMUNICATIONS	GJPCARD0086485	6/7/2022	101007389	IT-Software Licensing	CITY BACKUP CONFERE	140.00		
		820544687	AMAZON.COM, INC.	GJPCARD0086487	6/7/2022	101007451	IT-Computer/Equip	CITY HALL PODIUM POW	297.00		
		820544687	AMAZON.COM, INC.	GJPCARD0086488	6/7/2022	101007451	IT-Computer/Equip	TRAINING FACILITY ACC	199.95		
		710938319	AMAZON.COM, INC.	GJPCARD0086489	6/7/2022	101007349	IT-Services	ANNUAL AMAZON PRIME	1,299.00		
		453481385	GO DADDY OPERATING COMPAN	GJPCARD0086490	6/7/2022	101007389	IT-Software Licensing	SSL CERTIFICATE FOR U	899.98		
		820544687	AMAZON.COM, INC.	GJPCARD0086507	6/7/2022	101007451	IT-Computer/Equip	STATION 83 REPLACEME	1,450.95		
		202936165	AMAZON.COM, INC.	GJPCARD0086509	6/7/2022	101007451	IT-Computer/Equip	TRAINING FACILITY ACC	106.01		
		824851425	ADEMCO, INC.	GJPCARD0086510	6/7/2022	101007472	IT-Equipment	REPLACEMENT NETWO	767.96		
		VEN001810	SOUTHWEST AIRLINES CO	GJPCARD0086511	6/7/2022	101007334	IT-Travel/Training/Seminars	URISA GIS CONFERENC	433.46		
		820544687	AMAZON.COM, INC.	GJPCARD0086547	6/7/2022	101007451	IT-Computer/Equip	10X APC SURGE PROTE	119.90		
		820544687	AMAZON.COM, INC.	GJPCARD0086549	6/7/2022	101007451	IT-Computer/Equip	FIRE STATION 83 IT RAC	426.99		
		132768071	BH FOTO ELECTRONICS CO	GJPCARD0086562	6/7/2022	101007451	IT-Computer/Equip	SIMON MOON PARK POI	198.00		
		VEN009272	IT MANAGER	GJPCARD0086564	6/7/2022	101007389	IT-Software Licensing	ITMANAGER.NET LICENS	300.00		
		820544687	AMAZON.COM, INC.	GJPCARD0086565	6/7/2022	101007451	IT-Computer/Equip	ETHERNET CABLES	179.90		
		202936165	AMAZON.COM, INC.	GJPCARD0086574	6/7/2022	101007451	IT-Computer/Equip	ETHERNET CABLES	384.76		
		202936165	AMAZON.COM, INC.	GJPCARD0086576	6/7/2022	101007451	IT-Computer/Equip	STATION 82 REPLACEME	2,975.66		
		824851425	ADEMCO, INC.	GJPCARD0086577	6/7/2022	101007472	IT-Equipment	180 SECURITY CAMERAS	939.98		
		820544687	AMAZON.COM, INC.	GJPCARD0086581	6/7/2022	101007451	IT-Computer/Equip	2X 24 COUNT OF AA BAT	38.96		
		820544687	AMAZON.COM, INC.	GJPCARD0086582	6/7/2022	101007451	IT-Computer/Equip	1X OTTERBOX DEFENDE	16.57		
		202936165	AMAZON.COM, INC.	GJPCARD0086583	6/7/2022	101007451	IT-Computer/Equip	2X 24 COUNT AAA BATT	29.90		
		VEN002097	Westfield Chamber Of Commerce	GJPCARD0086618	6/7/2022	101007347	IT-Promotion	STATE OF THE CITY ATT	35.00		
		202936165	AMAZON.COM, INC.	GJPCARD0086621	6/7/2022	101007472	IT-Equipment	SECURITY CAMERA MOU	241.98		
		202936165	AMAZON.COM, INC.	GJPCARD0086622	6/7/2022	101007451	IT-Computer/Equip	3X USB WALL CHARGER	32.97		
		202936165	AMAZON.COM, INC.	GJPCARD0086639	6/7/2022	101007472	IT-Equipment	SECURITY CAMERA MOU	132.24		
		820544687	AMAZON.COM, INC.	GJPCARD0086642	6/7/2022	101007451	IT-Computer/Equip	1X OTTERBOX DEFENDE	47.96		
		202936165	AMAZON.COM, INC.	GJPCARD0086643	6/7/2022	101007451	IT-Computer/Equip	5X 3PACK 6FT LIGHTNIN	50.80		
		202936165	AMAZON.COM, INC.	GJPCARD0086655	6/7/2022	101007472	IT-Equipment	SECURITY CAMERA MOU	168.00		
		820544687	AMAZON.COM, INC.	GJPCARD0086676	6/7/2022	101007451	IT-Computer/Equip	WEBCAM FOR FD CHIEF	74.99		
		132768071	BH FOTO ELECTRONICS CO	GJPCARD0086686	6/7/2022	101007451	IT-Computer/Equip	QUAKER PARK POINT T	198.00		
		260097223	TIGGEE,LLC	GJPCARD0086696	6/7/2022	101007389	IT-Software Licensing	PUBLIC DNS	9.92		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Informatics										
		202936165	AMAZON.COM, INC.	GJPCARD0086698	6/7/2022	101007451	IT-Computer/Equip	CITY HALL PODIUM NET	1,690.00		
		202936165	AMAZON.COM, INC.	GJPCARD0086699	6/7/2022	101007451	IT-Computer/Equip	CITY HALL PODIUM SWIT	29.99		
		843871927	LOS AGAVE	GJPCARD0086700	6/7/2022	101007347	IT-Promotion	GRAND JUNCTION AUDI	57.96		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086701	6/7/2022	101007331	IT-Consulting	CRM GUN PERMIT AND D	4,320.00		
		VEN008837	CODETWO	GJPCARD0086727	6/7/2022	101007389	IT-Software Licensing	ANNUAL EMAIL SIGNATU	483.10		
	Subtotal for Informatics								**27,168.46**		
	Clerk Treasurer										
		843032161	KONA GRILL ACQUISITION LL	GJPCARD0086319	6/7/2022	101008347	CT-Promotions	BD LUNCH	161.00		
		VEN001403	MULDOONS OF CARMEL, INC	GJPCARD0086502	6/7/2022	101008347	CT-Promotions	CT STAFF APPRECIATIO	92.09		
		351890782	GPR INC.	GJPCARD0086670	6/7/2022	101008347	CT-Promotions	CT STAFF LUNCH MEETI	130.50		
	Subtotal for Clerk Treasurer								**383.59**		
	Public Works										
		VEN001337	Menards	GJPCARD0086308	6/7/2022	101013343	PW-Bldg Maint	PW - GUTTER, DOWNSP	23.90		
		844332073	WESTFIELD ACE, LLC	GJPCARD0086318	6/7/2022	101013224	PW-Operating Supplies	UTILITY KNIFE SLIDE OU	8.99		
		VEN001337	Menards	GJPCARD0086331	6/7/2022	101013224	PW-Operating Supplies	PAINT FOR OFFICES.	88.04		
		440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086333	6/7/2022	101013224	PW-Operating Supplies	SPLIT -101013224 SHOP	75.96		
		844332073	WESTFIELD ACE, LLC	GJPCARD0086348	6/7/2022	101013224	PW-Operating Supplies	AIR LINE ADAPTER FOR	2.33		
		440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086350	6/7/2022	101013224	PW-Operating Supplies	INV. #4333-120734 WASH	49.00		
		844332073	WESTFIELD ACE, LLC	GJPCARD0086351	6/7/2022	101013224	PW-Operating Supplies	PARTS FOR AIRLINE ADA	44.39		
		560748358	LOWES COMPANIES, INC.	GJPCARD0086363	6/7/2022	101013345	PW-Equip Repair	GRAND JUNCTION MOVI	49.01		
		VEN001983	Tractor Supply Company	GJPCARD0086367	6/7/2022	101013224	PW-Operating Supplies	ANTI-FOAMING AGENT F	33.98		
		VEN001983	Tractor Supply Company	GJPCARD0086378	6/7/2022	101013229	PW-Uniforms	CHRIS PAGE-WORK PAN	89.98		
		874180750	CHARWEST LLC	GJPCARD0086385	6/7/2022	101013347	PW-Promotions	MICHAEL PEARCE FIRST	42.97		
		350823544	G W BERKHEIMER CO INC	GJPCARD0086414	6/7/2022	101013472	PW-Equipment	TRUCK TOOL	54.42		
		440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086418	6/7/2022	101013224	PW-Operating Supplies	INV. #4333-119573 FLOO	32.97		
		860316128	CUSTOM HOUSE HOTEL, L.P.	GJPCARD0086419	6/7/2022	101013334	PW-Travel/Training/Seminars	ROUNDABOUT CONFER	585.39		
		VEN002097	Westfield Chamber Of Commerce	GJPCARD0086423	6/7/2022	101013347	PW-Promotions	STATE OF THE CITY LUN	35.00		
		350823544	G W BERKHEIMER CO INC	GJPCARD0086426	6/7/2022	101013472	PW-Equipment	TOOL FOR TRUCK	3.00		
		VEN001983	Tractor Supply Company	GJPCARD0086428	6/7/2022	101013224	PW-Operating Supplies	DEWALT 4 1/2" ANGLE G	84.99		
		VEN001337	Menards	GJPCARD0086435	6/7/2022	101013224	PW-Operating Supplies	BROOM FOR THE STOP;	40.13		
		VEN008108	Kimball Midwest	GJPCARD0086438	6/7/2022	101013224	PW-Operating Supplies	INV. #9903234 SHOP TO	18.06		
		VEN001983	Tractor Supply Company	GJPCARD0086462	6/7/2022	101013224	PW-Operating Supplies	WEED EATER STRING	160.97		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
101	**General**									
	Public Works									
	VEN001820	SQUARE, INC.	GJPCARD0086506	6/7/2022	101013347	PW-Promotions	DONUTS FOR THE CRE	49.50		
	440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086523	6/7/2022	101013224	PW-Operating Supplies	INV. #4333-118278 FUEL	15.12		
	VEN001983	Tractor Supply Company	GJPCARD0086524	6/7/2022	101013224	PW-Operating Supplies	ROUNDUP WAND REPAI	17.99		
	VEN001337	Menards	GJPCARD0086555	6/7/2022	101013345	PW-Equip Repair	PART FOR QUAKER PAR	2.99		
	470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0086556	6/7/2022	101013224	PW-Operating Supplies	INV. #725870 SHOP SUPP	57.27		
	VEN006898	Supply Warehouse Inc	GJPCARD0086557	6/7/2022	101013224	PW-Operating Supplies	INV. #599126 #599127; F	1,058.09		
	941351799	EWING IRRIGATION PRODUCT	GJPCARD0086560	6/7/2022	101013345	PW-Equip Repair	INV. #16729338 IRRIGATI	109.98		
	560748358	LOWES COMPANIES, INC.	GJPCARD0086563	6/7/2022	101013345	PW-Equip Repair	PARTS FOR MONON WA	13.54		
	261081729	BOOT BARN, INC	GJPCARD0086587	6/7/2022	101013229	PW-Uniforms	BOOTS FOR JOHN LOSU	139.44		
	VEN008108	Kimball Midwest	GJPCARD0086599	6/7/2022	101013224	PW-Operating Supplies	INV. #9874330, SHOP SU	496.68		
	VEN000365	Chapman Electric Supply	GJPCARD0086611	6/7/2022	101013343	PW-Bldg Maint	PW GRINDER PUMP REP	17.82		
	VEN001337	Menards	GJPCARD0086612	6/7/2022	101013343	PW-Bldg Maint	PW SMALL DRAIN MACHI	39.99		
	471279850	WOLFIES GRILL WESTFIELD L	GJPCARD0086616	6/7/2022	101013347	PW-Promotions	PARKS EMPLOYEE LUNC	54.78		
	440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086630	6/7/2022	101013224	PW-Operating Supplies	SPARK PLUG FOR WEED	3.79		
	844332073	WESTFIELD ACE, LLC	GJPCARD0086631	6/7/2022	101013224	PW-Operating Supplies	PARTS FOR WEED WAC	13.49		
	VEN001337	Menards	GJPCARD0086633	6/7/2022	101013343	PW-Bldg Maint	MISC. SUPPLIES FOR CIT	12.97		
	VEN000682	Fastenal	GJPCARD0086634	6/7/2022	101013343	PW-Bldg Maint	CITY HALL SPRINKLER V	7.01		
	VEN001983	Tractor Supply Company	GJPCARD0086657	6/7/2022	101013224	PW-Operating Supplies	WHEELS FOR TORCH C	29.98		
	844332073	WESTFIELD ACE, LLC	GJPCARD0086658	6/7/2022	101013345	PW-Equip Repair	SIMON MOON PARK - BA	7.73		
	VEN008108	Kimball Midwest	GJPCARD0086665	6/7/2022	101013224	PW-Operating Supplies	INV. #9856296, SHOP SU	358.08		
	202936165	AMAZON.COM, INC.	GJPCARD0086679	6/7/2022	101013345	PW-Equip Repair	HAND DRYER FOR ASA	500.00		
	VEN001337	Menards	GJPCARD0086719	6/7/2022	101013343	PW-Bldg Maint	SUPPLIES - MILL STREET	48.14		
	VEN001337	Menards	GJPCARD0086720	6/7/2022	101013343	PW-Bldg Maint	SUPPLIES RETURN - MIL	-23.47		
	VEN006898	Supply Warehouse Inc	GJPCARD0086722	6/7/2022	101013224	PW-Operating Supplies	INV. #598991 TP FOR CIT	26.99		
	VEN008130	LOWES	GJPCARD0086728	6/7/2022	101013224	PW-Operating Supplies	LOWES	42.23		
	VEN003173	AMAZON MKTPLACE	GJPCARD0086729	6/7/2022	101013224	PW-Operating Supplies	AMAZON MKTP	229.90		
	Subtotal for Public Works							**4,853.51**		
	Communications									
	260138832	DROPBOX, INC	GJPCARD0086384	6/7/2022	101020347	Comm-Promotions	DROPBOX SUBSCRIPTIO	119.88		
	202936165	AMAZON.COM, INC.	GJPCARD0086404	6/7/2022	101020347	Comm-Promotions	CAMERA AND RECORDI	99.98		
	472390983	GANNETT CO., INC.	GJPCARD0086464	6/7/2022	101020347	Comm-Promotions	INDY STAR SUBSCRIPTI	9.99		
	VEN000416	CLANCYS INC	GJPCARD0086516	6/7/2022	101020347	Comm-Promotions	LAVALIER MICROPHONE	91.94		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Communications								
202936165	AMAZON.COM, INC.	GJPCARD0086540	6/7/2022	101020347	Comm-Promotions	WIRELESS MIC CHARGIN	48.99		
202936165	AMAZON.COM, INC.	GJPCARD0086541	6/7/2022	101020347	Comm-Promotions	WIRELESS MICROPHON	59.00		
202936165	AMAZON.COM, INC.	GJPCARD0086542	6/7/2022	101020347	Comm-Promotions	WIRELESS MICROPHON	258.00		
820544687	AMAZON.COM, INC.	GJPCARD0086568	6/7/2022	101020223	Comm- Office supp	ORDER FOR OFFICE SU	57.41		
820544687	AMAZON.COM, INC.	GJPCARD0086604	6/7/2022	101020347	Comm-Promotions	MINI REFRIGERATOR FO	161.38		
	Subtotal for Communications						**906.57**		
	Human Resources								
874180750	CHARWEST LLC	GJPCARD0086530	6/7/2022	101022347	HR- Promotions	HR QUARTERLY LUNCH	43.00		
	Subtotal for Human Resources						**43.00**		
Subtotal for Fund 101 General							**66,319.72**		
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
VEN008108	Kimball Midwest	GJPCARD0086307	6/7/2022	201013345	MVH-Equip Repair	INV. #9930602 GREASE F	82.10		
VEN008967	J and F Distributing Co	GJPCARD0086321	6/7/2022	201013345	MVH-Equip Repair	INV. #1230694 BLADE FO	372.91		
VEN008967	J and F Distributing Co	GJPCARD0086322	6/7/2022	201013345	MVH-Equip Repair	INV. #1230692 HYDRAULI	394.58		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086324	6/7/2022	201013360	MVH-Vehicle Repair	INV. #4333-120835 WIPE	40.78		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086325	6/7/2022	201013360	MVH-Vehicle Repair	INV. #4333-120833 OIL FI	55.40		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086334	6/7/2022	201013360	MVH-Vehicle Repair	SPLIT -201013360 BRAKE	75.86		
351845000	ROUDEBUSH EQUIPMENT INC	GJPCARD0086337	6/7/2022	201013345	MVH-Equip Repair	INV. #19104 BLADES FOR	184.33		
VEN001465	Northside Trailer LLC	GJPCARD0086340	6/7/2022	201013345	MVH-Equip Repair	INV. #183154 TRAILER M	8.56		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086357	6/7/2022	201013345	MVH-Equip Repair	INV. #4333-120681 TRAIL	28.47		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086391	6/7/2022	201013360	MVH-Vehicle Repair	INV. #4333-119779 STOC	622.71		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086393	6/7/2022	201013360	MVH-Vehicle Repair	INV. #4333-119787; RETU	-100.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086394	6/7/2022	201013360	MVH-Vehicle Repair	INV. #4333-119789, TRUC	100.00		
351845000	ROUDEBUSH EQUIPMENT INC	GJPCARD0086450	6/7/2022	201013345	MVH-Equip Repair	INV. #19095 ENGINE TUN	102.63		
941351799	EWING IRRIGATION PRODUCT	GJPCARD0086469	6/7/2022	201013345	MVH-Equip Repair	INV. #16804060 IRRIGATI	42.01		
202936165	AMAZON.COM, INC.	GJPCARD0086470	6/7/2022	201013472	MVH-Equip	LENSE WIPES FOR SAFE	69.95		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0086486	6/7/2022	201013345	MVH-Equip Repair	INV. #N224817, REPAIR P	18.38		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0086505	6/7/2022	201013360	MVH-Vehicle Repair	SWAPPING TIRES FROM	80.00		
202936165	AMAZON.COM, INC.	GJPCARD0086517	6/7/2022	201013472	MVH-Equip	BELT EXTENSION FOR T	7.99		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
202936165	AMAZON.COM, INC.	GJPCARD0086519	6/7/2022	201013472	MVH-Equip	TWO PAIR OF SAFETY C	109.90		
232790555	ASBURY AUTOMOTIVE GROUP	GJPCARD0086520	6/7/2022	201013360	MVH-Vehicle Repair	THIS WAS FOR REPAIR	804.50		
820544687	AMAZON.COM, INC.	GJPCARD0086521	6/7/2022	201013472	MVH-Equip	COOLING TOWEL FOR C	213.00		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0086539	6/7/2022	201013345	MVH-Equip Repair	INV. #1286774; BRAKE LI	92.96		
VEN001983	Tractor Supply Company	GJPCARD0086543	6/7/2022	201013345	MVH-Equip Repair	PARTS TO REPAIR COM	10.68		
820544687	AMAZON.COM, INC.	GJPCARD0086545	6/7/2022	201013360	MVH-Vehicle Repair	SCREWDRIVER SET FO	39.98		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0086566	6/7/2022	201013360	MVH-Vehicle Repair	ALIGNMENT ON JUSTIN'	91.99		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086570	6/7/2022	201013360	MVH-Vehicle Repair	INV. #4333-117617 OIL FIL	14.97		
820544687	AMAZON.COM, INC.	GJPCARD0086610	6/7/2022	201013472	MVH-Equip	FIRST AID KITS THAT CA	190.50		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0086613	6/7/2022	201013360	MVH-Vehicle Repair	VEHICLE MAINTENANCE	164.09		
VEN004464	Altec Industries	GJPCARD0086730	6/7/2022	201013226	MVH-Vehicle Gas/ Supplies	ALTEC INDUSTRIES	3,580.00		
	Subtotal for Public Works						**7,499.23**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							**7,499.23**		
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Public Works								
VEN008108	Kimball Midwest	GJPCARD0086504	6/7/2022	202013432	LRS-Sidewalk	INV. #9889878; CONCRET	238.46		
VEN001820	SQUARE, INC.	GJPCARD0086552	6/7/2022	202013432	LRS-Sidewalk	INV. #211142 CONCRETE	522.38		
	Subtotal for Public Works						**760.84**		
Subtotal for Fund 202 Local Road and Street (LRS)							**760.84**		
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
310806232	NATIONAL REGISTRY OF EMER	GJPCARD0086306	6/7/2022	203012334	Fire-Travel/Training/Seminars	MEDIC TEST	152.00		
VEN000365	Chapman Electric Supply	GJPCARD0086309	6/7/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	12.05		
VEN000365	Chapman Electric Supply	GJPCARD0086312	6/7/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	19.94		
202936165	AMAZON.COM, INC.	GJPCARD0086317	6/7/2022	203012244	Fire-Prevention/Public	STORAGE FILE CABINET	320.00		
362679879	PORTILLO'S HOT DOGS, LLC	GJPCARD0086320	6/7/2022	203012347	Fire-Promotions	LUNCH FOR INTERVIEW	12.71		
237159433	IAAI	GJPCARD0086326	6/7/2022	203012350	Fire-Subscriptions/Dues	IAAI-FIT	90.00		
VEN001337	Menards	GJPCARD0086332	6/7/2022	203012343	Fire-Building Maintenance	HVAC FILTER	12.96		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
203	Fire Operating										
	Fire										
		455496581	MVP GROUP	GJPCARD0086335	6/7/2022	203012343	Fire-Building Maintenance	STATION 83 DISHWASHE	312.59		
		202936165	AMAZON.COM, INC.	GJPCARD0086342	6/7/2022	203012223	Fire-Office Supplies	OFFICE SUPPLIES-RED E	13.99		
		VEN006898	Supply Warehouse Inc	GJPCARD0086343	6/7/2022	203012224	Fire-Operating Supplies	STATION SUPPLIES	889.59		
		202936165	AMAZON.COM, INC.	GJPCARD0086364	6/7/2022	203012472	Fire-Equip	EQUIPMENT FOR FOGG	34.68		
		462967004	FINNER LLC	GJPCARD0086365	6/7/2022	203012347	Fire-Promotions	FOOD FOR PROMOTION	125.52		
		362679879	PORTILLO'S HOT DOGS, LLC	GJPCARD0086366	6/7/2022	203012347	Fire-Promotions	FOOD FOR PROMOTION	95.09		
		VEN000301	Buckeye Power Sales Co	GJPCARD0086372	6/7/2022	203012343	Fire-Building Maintenance	GENERATOR REPAIR	810.00		
		202936165	AMAZON.COM, INC.	GJPCARD0086382	6/7/2022	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES - 81	68.37		
		VEN007922	Kroger Limited Partnership	GJPCARD0086383	6/7/2022	203012347	Fire-Promotions	FOOD FOR PROMOTION	88.84		
		VEN001983	Tractor Supply Company	GJPCARD0086389	6/7/2022	203012224	Fire-Operating Supplies	SCBA TOTES	44.98		
		042723701	PANERA, LLC	GJPCARD0086401	6/7/2022	203012347	Fire-Promotions	BREAKFAST FOR NEW R	105.14		
		VEN001337	Menards	GJPCARD0086410	6/7/2022	203012334	Fire-Travel/Training/Seminars	TRAINING SUPPLIES	1.72		
		202936165	AMAZON.COM, INC.	GJPCARD0086416	6/7/2022	203012223	Fire-Office Supplies	OFFICE SUPPLIES	19.77		
		842172128	INGERSOLL RAND CO	GJPCARD0086420	6/7/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	242.90		
		541211771	FERGUSON ENTERPRISES LLC	GJPCARD0086436	6/7/2022	203012343	Fire-Building Maintenance	STATION 83 - WATER VA	46.16		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086439	6/7/2022	203012343	Fire-Building Maintenance	STATION 81 FIRE EXTIN	41.00		
		202936165	AMAZON.COM, INC.	GJPCARD0086458	6/7/2022	203012343	Fire-Building Maintenance	STATION SUPPLIES	70.34		
		202597227	GOOGLE PAYMENT CORP.	GJPCARD0086459	6/7/2022	203012349	Fire-Services	CABLE	64.99		
		202936165	AMAZON.COM, INC.	GJPCARD0086478	6/7/2022	203012360	Fire-Vehicle Maint	PRIMER PENS	9.56		
		VEN001337	Menards	GJPCARD0086514	6/7/2022	203012334	Fire-Travel/Training/Seminars	GATORADE AND WATER	45.35		
		VEN001983	Tractor Supply Company	GJPCARD0086522	6/7/2022	203012343	Fire-Building Maintenance	WEED KILLER	254.97		
		VEN000384	CHICK-FIL-A CORP	GJPCARD0086525	6/7/2022	203012347	Fire-Promotions	LUNCH FOR LATERAL T	112.67		
		042896127	STAPLES INC	GJPCARD0086527	6/7/2022	203012223	Fire-Office Supplies	OFFICE SUPPLIES	29.20		
		VEN007922	Kroger Limited Partnership	GJPCARD0086528	6/7/2022	203012224	Fire-Operating Supplies	WATER AND GATORADE	111.14		
		462967004	FINNER LLC	GJPCARD0086529	6/7/2022	203012347	Fire-Promotions	LUNCH FOR LATERAL T	125.52		
		560748358	LOWES COMPANIES, INC.	GJPCARD0086544	6/7/2022	203012224	Fire-Operating Supplies	RECRUIT SCHOOL MISC.	64.68		
		042896127	STAPLES INC	GJPCARD0086546	6/7/2022	203012223	Fire-Office Supplies	OFFICE SUPPLIES	82.42		
		461672206	TITAN DISTRIBUTORS INC	GJPCARD0086553	6/7/2022	203012472	Fire-Equip	GYM EQUIPMENT	320.99		
		310806232	NATIONAL REGISTRY OF EMER	GJPCARD0086567	6/7/2022	203012334	Fire-Travel/Training/Seminars	NREMT CERT - RECRUIT	98.00		
		310806232	NATIONAL REGISTRY OF EMER	GJPCARD0086571	6/7/2022	203012334	Fire-Travel/Training/Seminars	NREMT CERT - RECRUIT	98.00		
		310806232	NATIONAL REGISTRY OF EMER	GJPCARD0086572	6/7/2022	203012334	Fire-Travel/Training/Seminars	NREMT CERT - RECRUIT	98.00		
		VEN000598	EAGAN LODGING GROUP LLC	GJPCARD0086585	6/7/2022	203012334	Fire-Travel/Training/Seminars	HOTEL STAY FOR TRAIN	343.74		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
203	**Fire Operating**									
	Fire									
	363257313	PARENT PETROLEUM	GJPCARD0086586	6/7/2022	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR TRAINING CL	104.94		
	842172128	INGERSOLL RAND CO	GJPCARD0086606	6/7/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	417.79		
	362880416	KELLER HEARTT CO INC	GJPCARD0086617	6/7/2022	203012360	Fire-Vehicle Maint	OIL	348.87		
	820544687	AMAZON.COM, INC.	GJPCARD0086619	6/7/2022	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES FOR	44.16		
	820544687	AMAZON.COM, INC.	GJPCARD0086623	6/7/2022	203012224	Fire-Operating Supplies	BLUETOOTH SPEAKER F	99.95		
	420325638	HY-VEE, INC.	GJPCARD0086624	6/7/2022	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR TRAINING CL	82.63		
	VEN001820	SQUARE, INC.	GJPCARD0086632	6/7/2022	203012334	Fire-Travel/Training/Seminars	LUNCH FOR WPE	78.16		
	VEN006898	Supply Warehouse Inc	GJPCARD0086640	6/7/2022	203012224	Fire-Operating Supplies	STATION SUPPLIES	125.12		
	593061413	OUTBACK STEAKHOUSE	GJPCARD0086644	6/7/2022	203012334	Fire-Travel/Training/Seminars	MEAL WHILE ATTENDIN	30.63		
	593061413	OUTBACK STEAKHOUSE	GJPCARD0086659	6/7/2022	203012334	Fire-Travel/Training/Seminars	MEAL WHILE ATTENDIN	35.16		
	VEN001337	Menards	GJPCARD0086666	6/7/2022	203012343	Fire-Building Maintenance	SUPPLIES FOR STATION	14.97		
	VEN001337	Menards	GJPCARD0086667	6/7/2022	203012343	Fire-Building Maintenance	STATION 82 - SUPPLIES	26.01		
	VEN000301	Buckeye Power Sales Co	GJPCARD0086668	6/7/2022	203012343	Fire-Building Maintenance	STATION 83 - GENERAT	447.50		
	VEN001030	International Code Council	GJPCARD0086684	6/7/2022	203012334	Fire-Travel/Training/Seminars	FIRE CODE BOOK	118.00		
	454046160	INDEPENDENT PURCHASING CO	GJPCARD0086687	6/7/2022	203012334	Fire-Travel/Training/Seminars	MEAL WHILE ATTENDIN	8.75		
	820544687	AMAZON.COM, INC.	GJPCARD0086688	6/7/2022	203012224	Fire-Operating Supplies	DIGITAL PLAN MEASURE	50.95		
	VEN000679	FAHD AMOCO INC	GJPCARD0086689	6/7/2022	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR TRAINING CL	99.74		
	202597227	GOOGLE PAYMENT CORP.	GJPCARD0086690	6/7/2022	203012349	Fire-Services	CABLE	64.99		
	770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086695	6/7/2022	203012343	Fire-Building Maintenance	STATION 81 SPRINKLER	443.04		
	833000042	FUBFUM LLC	GJPCARD0086702	6/7/2022	203012347	Fire-Promotions	LUNCH FOR THE SPEC C	104.00		
	820544687	AMAZON.COM, INC.	GJPCARD0086703	6/7/2022	203012334	Fire-Travel/Training/Seminars	TRAINING BOOKS FOR E	112.80		
	VEN001135	Jones and Bartlett Learning LLC	GJPCARD0086713	6/7/2022	203012334	Fire-Travel/Training/Seminars	EMS TRAINING BOOKS	26.25		
	351585504	WORLD OF WONDERS GARAGE	GJPCARD0086716	6/7/2022	203012334	Fire-Travel/Training/Seminars	PARKING FDIC	20.00		
	VEN001337	Menards	GJPCARD0086717	6/7/2022	203012343	Fire-Building Maintenance	SPLIT - FIRE - AIR COMP	13.51		
	Subtotal for Fire							**8,407.49**		
Subtotal for Fund 203 Fire Operating								**8,407.49**		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
204	**Park Impact**								
	Public Works								
VEN001870	SWEETWATER SOUND INC	GJPCARD0086405	6/7/2022	204013472	Park Impact-Equipment	WIRELESS MIC RECEIVE	2,080.00		
	Subtotal for Public Works						**2,080.00**		
Subtotal for Fund 204 Park Impact							**2,080.00**		
Fund No.	**Fund Name**								
206	**Parks Programming/Events**								
	Parks								
853814330	WESTFIELD DONUTS INC	GJPCARD0086298	6/7/2022	206005347	Parks Program-Promotions	DUNKIN DONUTS - DON	145.97		
VEN000478	Crown Trophy	GJPCARD0086311	6/7/2022	206005347	Parks Program-Promotions	CROWN TROPHY - KIDS	293.34		
043157107	RAINBOW BALLOONS INC	GJPCARD0086377	6/7/2022	206005347	Parks Program-Promotions	RAINBOW BALLOONS - B	512.11		
830955838	NG LABS INC	GJPCARD0086471	6/7/2022	206005347	Parks Program-Promotions	HATS FOR GRAND RUN	589.51		
820544687	AMAZON.COM, INC.	GJPCARD0086503	6/7/2022	206005347	Parks Program-Promotions	BASKET GIVEAWAY ITE	27.93		
VEN000480	CSI Signs	GJPCARD0086533	6/7/2022	206005347	Parks Program-Promotions	VINYL FOR MITP	950.00		
VEN001820	SQUARE, INC.	GJPCARD0086594	6/7/2022	206005347	Parks Program-Promotions	CUSTOM COOKIES FOR	210.00		
202936165	AMAZON.COM, INC.	GJPCARD0086638	6/7/2022	206005347	Parks Program-Promotions	AMAZON - TABLECLOTH	13.99		
274811963	ORIENTAL TRADING COMPANY	GJPCARD0086647	6/7/2022	206005347	Parks Program-Promotions	GRAND RUN KIDS RUN S	153.95		
274811963	ORIENTAL TRADING COMPANY	GJPCARD0086705	6/7/2022	206005347	Parks Program-Promotions	GRAND RUN KIDS RUN B	276.55		
	Subtotal for Parks						**3,173.35**		
Subtotal for Fund 206 Parks Programming/Events							**3,173.35**		
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086380	6/7/2022	239002334	Law Enforce-Travel/Train	SFST TRAINING	300.00		
VEN001430	National Tactical Officers Association	GJPCARD0086518	6/7/2022	239002334	Law Enforce-Travel/Train	REFUND FOR CANCELLE	-384.00		
205910717	PSI SERVICES LLC	GJPCARD0086651	6/7/2022	239002334	Law Enforce-Travel/Train	UNMANNED AIRCRAFT P	175.00		
205910717	PSI SERVICES LLC	GJPCARD0086652	6/7/2022	239002334	Law Enforce-Travel/Train	UNMANNED AIRCRAFT P	175.00		
770510487	PAYPAL	GJPCARD0086660	6/7/2022	239002334	Law Enforce-Travel/Train	REFUND FOR DISCOUNT	-44.27		
VEN002025	University of Louisville	GJPCARD0086669	6/7/2022	239002334	Law Enforce-Travel/Train	LODGING FOR TRAINING	320.00		
VEN002025	University of Louisville	GJPCARD0086671	6/7/2022	239002334	Law Enforce-Travel/Train	MANAGING THE MEDIA I	650.00		
VEN002025	University of Louisville	GJPCARD0086672	6/7/2022	239002334	Law Enforce-Travel/Train	MANAGING THE MEDIA I	650.00		
VEN000946	IN BMV VEHICLE SER	GJPCARD0086673	6/7/2022	239002334	Law Enforce-Travel/Train	INSTRUCTOR RECERTIFI	52.00		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
VEN002025	University of Louisville	GJPCARD0086677	6/7/2022	239002334	Law Enforce-Travel/Train	REFUND FOR LODGING	-400.00		
VEN002025	University of Louisville	GJPCARD0086681	6/7/2022	239002334	Law Enforce-Travel/Train	REFUND FOR CANCELLE	-850.00		
362811931	THE ILLINOIS STATE TOLL	GJPCARD0086723	6/7/2022	239002334	Law Enforce-Travel/Train	TOLLS-TRAVEL FOR INV	48.00		
	Subtotal for Police						**691.73**		
Subtotal for Fund 239 Law Enforcement							**691.73**		
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Public Safety (Police and Fire)								
814356778	4040 LLC	GJPCARD0086369	6/7/2022	269014343	Training Fac-Building Maint	HVAC FILTER - HCTC	25.64		
VEN000365	Chapman Electric Supply	GJPCARD0086373	6/7/2022	269014343	Training Fac-Building Maint	HCTC INTERIOR LIGHTS	54.05		
VEN001337	Menards	GJPCARD0086635	6/7/2022	269014224	Training Fac-Oper Supplies	HCTC SUPPLIES	178.09		
	Subtotal for Public Safety (Police and Fire)						**257.78**		
Subtotal for Fund 269 Training Facility Center							**257.78**		
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN001337	Menards	GJPCARD0086316	6/7/2022	640015343	Sports Campus-Bldg Maint	TAP CONS, COUPLERS	39.02		
770430924	PAYPAL	GJPCARD0086323	6/7/2022	640015343	Sports Campus-Bldg Maint	ACCESS CARD PRINTER	31.99		
861088458	BIG HOFFAS SMOKEHOUSE BAR	GJPCARD0086329	6/7/2022	640015347	Sports Campus-Promotions	STAFF LUNCH	85.07		
VEN001337	Menards	GJPCARD0086339	6/7/2022	640015343	Sports Campus-Bldg Maint	CAULK, WAX RINGS, CLA	194.94		
VEN001983	Tractor Supply Company	GJPCARD0086347	6/7/2022	640015226	Sports Campus-Gas	2GAL OF OIL	32.99		
770430924	PAYPAL	GJPCARD0086368	6/7/2022	640015343	Sports Campus-Bldg Maint	POST BASE	93.90		
VEN001983	Tractor Supply Company	GJPCARD0086371	6/7/2022	640015224	Sports Campus-Operating Su	2 ANTIFREEZE	29.98		
770430924	PAYPAL	GJPCARD0086379	6/7/2022	640015343	Sports Campus-Bldg Maint	MINI FUSES	8.99		
770510487	PAYPAL	GJPCARD0086386	6/7/2022	640015360	Sports Campus-Veh Repair	CART PARTS	24.02		
770430924	PAYPAL	GJPCARD0086390	6/7/2022	640015343	Sports Campus-Bldg Maint	EYEBOLTS	73.99		
470979240	MEYER DISTRIBUTING PARTNE	GJPCARD0086400	6/7/2022	640015360	Sports Campus-Veh Repair	BATTERY	167.93		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0086402	6/7/2022	640015224	Sports Campus-Operating Su	SUNSCREEN FOR MOD'S	35.91		
814805006	TLG HOLDINGS, INC.	GJPCARD0086403	6/7/2022	640015224	Sports Campus-Operating Su	MULCH FOR GROUNDS	1,661.00		
770430924	PAYPAL	GJPCARD0086461	6/7/2022	640015343	Sports Campus-Bldg Maint	FLASHLIGHT	59.99		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
640	**Sports Campus Operating**									
	Grand Park									
	770430924	PAYPAL	GJPCARD0086465	6/7/2022	640015343	Sports Campus-Bldg Maint	ZIP TIES	15.89		
	VEN001337	Menards	GJPCARD0086498	6/7/2022	640015343	Sports Campus-Bldg Maint	EYE BOLTS	129.15		
	VEN001922	THE HOME DEPOT	GJPCARD0086499	6/7/2022	640015343	Sports Campus-Bldg Maint	QUICK LINK CONNECTO	24.20		
	561577639	CARROT TOP INDUSTRIES INC	GJPCARD0086512	6/7/2022	640015343	Sports Campus-Bldg Maint	FLAGS	224.50		
	351696078	AUTOMOTIVE ACTION II INC	GJPCARD0086513	6/7/2022	640015360	Sports Campus-Veh Repair	TIRE INSTALLATION	35.01		
	VEN001666	Reynolds Farm Equipment	GJPCARD0086531	6/7/2022	640015343	Sports Campus-Bldg Maint	TIRES	353.96		
	VEN001983	Tractor Supply Company	GJPCARD0086536	6/7/2022	640015224	Sports Campus-Operating Su	SUPPLIES FOR GROUND	85.46		
	911325671	STARBUCKS CORPORATION	GJPCARD0086548	6/7/2022	640015347	Sports Campus-Promotions	HR THANK YOUS	27.71		
	561577639	CARROT TOP INDUSTRIES INC	GJPCARD0086569	6/7/2022	640015343	Sports Campus-Bldg Maint	FLAG	409.29		
	VEN000992	INDIANAPOLIS AIRPORT AUTH	GJPCARD0086580	6/7/2022	640015334	Sport Campus-Travel Training	PARKING COSTS WHILE	54.00		
	611422854	CINDI'S RESTAURANT CORPO	GJPCARD0086588	6/7/2022	640015334	Sport Campus-Travel Training	LUNCH FOR R.NELSON	32.08		
	861116755	OMNI FORT WORTH GP CORPOR	GJPCARD0086589	6/7/2022	640015334	Sport Campus-Travel Training	HOTEL STAY FOR SPOR	1,343.05		
	770430924	PAYPAL	GJPCARD0086590	6/7/2022	640015343	Sports Campus-Bldg Maint	ZIP TIES LABELED	13.74		
	VEN001922	THE HOME DEPOT	GJPCARD0086591	6/7/2022	640015343	Sports Campus-Bldg Maint	HITCH SHANK	23.44		
	VEN001922	THE HOME DEPOT	GJPCARD0086592	6/7/2022	640015343	Sports Campus-Bldg Maint	MAGNET HOLDER	13.99		
	350882481	CENTRAL INDIANA HARDWARE	GJPCARD0086593	6/7/2022	640015343	Sports Campus-Bldg Maint	KEYS AND CORE REPAIR	21.06		
	452647441	UBER TECHNOLOGIES, INC.	GJPCARD0086595	6/7/2022	640015334	Sport Campus-Travel Training	UBER TRIP TO AIRPORT	67.22		
	452647441	UBER TECHNOLOGIES, INC.	GJPCARD0086600	6/7/2022	640015334	Sport Campus-Travel Training	UBER TRIP TO AIRPORT	19.71		
	842374912	BOTTLED BLONDE FORT WORTH	GJPCARD0086601	6/7/2022	640015334	Sport Campus-Travel Training	DINNER FOR SEAN, MAT	1.00		
	842374912	BOTTLED BLONDE FORT WORTH	GJPCARD0086602	6/7/2022	640015334	Sport Campus-Travel Training	DINNER FOR SEAN, MAT	40.10		
	752543217	AIR STAR CONCESSIONS LTD	GJPCARD0086603	6/7/2022	640015334	Sport Campus-Travel Training	WHATABURGER FOR SE	11.68		
	861116755	OMNI FORT WORTH GP CORPOR	GJPCARD0086605	6/7/2022	640015334	Sport Campus-Travel Training	HOTEL CHARGES FOR M	1,476.64		
	861116755	OMNI FORT WORTH GP CORPOR	GJPCARD0086608	6/7/2022	640015334	Sport Campus-Travel Training	HOTEL CHARGES FOR R	1,343.05		
	752680971	REATA RESTAURANTS MANAGEM	GJPCARD0086625	6/7/2022	640015334	Sport Campus-Travel Training	DINNER FOR RACHEL, S	111.96		
	VEN001922	THE HOME DEPOT	GJPCARD0086626	6/7/2022	640015343	Sports Campus-Bldg Maint	DIGITAL CLAMP METER	125.00		
	VEN001922	THE HOME DEPOT	GJPCARD0086648	6/7/2022	640015343	Sports Campus-Bldg Maint	TOILET AUGERS	117.94		
	VEN001922	THE HOME DEPOT	GJPCARD0086649	6/7/2022	640015343	Sports Campus-Bldg Maint	TRAILER BALL AND OIN	11.11		
	770430924	PAYPAL	GJPCARD0086662	6/7/2022	640015343	Sports Campus-Bldg Maint	TOILET PAPER DISPENS	103.00		
	VEN001983	Tractor Supply Company	GJPCARD0086663	6/7/2022	640015224	Sports Campus-Operating Su	GROUNDS OUTDOOR S	54.52		
	474687342	PROVIDENCE RESTAURANT LLC	GJPCARD0086664	6/7/2022	640015334	Sport Campus-Travel Training	DINNER FOR MATT, SEA	73.93		
	262635942	AREAS USA IND LLC	GJPCARD0086678	6/7/2022	640015334	Sport Campus-Travel Training	BREAKFAST AT AIRPOR	72.43		
	770430924	PAYPAL	GJPCARD0086709	6/7/2022	640015343	Sports Campus-Bldg Maint	ACCESS CARD READER	114.99		

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Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN001337	Menards	GJPCARD0086710	6/7/2022	640015343	Sports Campus-Bldg Maint	REFUND	-6.28		
VEN001337	Menards	GJPCARD0086711	6/7/2022	640015343	Sports Campus-Bldg Maint	PUMP	142.89		
VEN001337	Menards	GJPCARD0086712	6/7/2022	640015343	Sports Campus-Bldg Maint	REFUND	-99.99		
452647441	UBER TECHNOLOGIES, INC.	GJPCARD0086715	6/7/2022	640015334	Sport Campus-Travel Training	UBER TRIP IN TEXAS (IN	49.57		
	Subtotal for Grand Park						**9,176.72**		
	Sport Campus Indoor Event Ctr								
202936165	AMAZON.COM, INC.	GJPCARD0086349	6/7/2022	640023343	GP Indoor-Bldg Maint	ROUTER PARTS	26.97		
VEN000800	Grainger	GJPCARD0086387	6/7/2022	640023343	GP Indoor-Bldg Maint	URINAL PARTS	83.38		
161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0086467	6/7/2022	640023347	GP Indoor-Promotion	CUPCAKES FOR INTERN	14.97		
810815267	FRECKLES GRAPHICS OF LAFA	GJPCARD0086534	6/7/2022	640023229	GP Indoor-Uniforms	SUPPLIED ADIDAS SHIRT	191.25		
810815267	FRECKLES GRAPHICS OF LAFA	GJPCARD0086537	6/7/2022	640023229	GP Indoor-Uniforms	EXTRA HATS, JACKET Q	497.00		
820544687	AMAZON.COM, INC.	GJPCARD0086650	6/7/2022	640023343	GP Indoor-Bldg Maint	PRO SERIES BOLT-ON J	36.28		
770430924	PAYPAL	GJPCARD0086708	6/7/2022	640023343	GP Indoor-Bldg Maint	FIRE ALARM HORNS	138.00		
VEN009273	MOOD PANDORA	GJPCARD0086731	6/7/2022	640023349	GP Indoor-Services	MOOD PANDORA	28.84		
VEN009273	MOOD PANDORA	GJPCARD0086732	6/7/2022	640023349	GP Indoor-Services	MOOD PANDORA	28.84		
	Subtotal for Sport Campus Indoor Event Ctr						**1,045.53**		
Subtotal for Fund 640 Sports Campus Operating							**10,222.25**		
Fund No.	**Fund Name**								
950	**Trash**								
	Trash								
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0086468	6/7/2022	950017349	Trash-Adm Services	MAY 2022: BULK TRASH	1,440.00		
	Subtotal for Trash						**1,440.00**		
Subtotal for Fund 950 Trash							**1,440.00**		
Posted Invoices Total							**100,852.39**		

City Council Report

Docket Number: 2205-PUD-10 (Ordinance No. 22-15)

Petitioner: Tracy L. Haddad Trust

Request: An amendment to the architectural and landscaping standards for two (2) proposed residential estate-style lots in the Chatham Hills PUD District.

Current Zoning: Chatham Hills PUD District, as amended (Ord.13-24 compiled)

Current Land Use: Residential

Acreage: 21.00 acres +/-

Exhibits:
1. Staff Report
2. Proposed Ord. 22-15
3. Location Map
4. Concept Plan
5. Character Exhibit
6. Neighborhood Meeting Summary

Staff Reviewer: Weston Rogers, Associate Planner

PETITION HISTORY

This petition was introduced at the April 11, 2022, City Council meeting. The discussion for this petition can be viewed here. The petitioner held a neighbor meeting on April 26, 2022. A summary this meeting has provided by the petitioner and included as **Exhibit 7**. A public hearing was held for this petition at the May 4, 2022 Advisory Plan Commission (the "Plan Commission") meeting. The discussion for this item can be viewed here. The petition received a positive APC Recommendation at the June 6, 2022 Advisory Plan Commission meeting. The discussion for this item can be viewed here.

This filed petition is related to the following previous applications associated with the subject 21.00-acre real estate.

- 12/19/2016
  - Real estate incorporated into Chatham Hills PUD Zoning District
  - Docket No. 1612-PUD-24 / Ordinance No. Ord.16-46
- 12/19/2016
  - Recording of Primary Plat (Original Sec. 3)
  - Docket No.1612-SPP-12
- 03/07/2017
  - Recording of Secondary Plat (Original Sec.3)

    - Docket No. 1701-SFP-01
- 06/24/2020
    - Recording of Secondary Plat (Re-Plat of Sec. 3 – forming Lot K1a)
    - Docket No. 2007-SFP-39
- 12/03/2021
    - Submittal of Secondary Plat / (Re-Plat – forming Lot K1a -and- Lot K2a)
    - Docket No. 2201-SFP-01

PROJECT OVERVIEW

Location: This subject real estate is approximately 21.00 acres in size and is located between Chatham Ridge Ct. and Oak Ridge Rd., north of E 206th St. (see **Exhibit 2**). The Property is currently zoned the Chatham Hills PUD District, which was originally adopted at the January 13, 2014 City Council meeting. Adjacent zoning districts include AGSF-1 and PUD containing Agriculture and Single-Family land uses.

Project Description: The petitioner is requesting an amendment to the architectural and landscaping standards for two (2) proposed residential estate-style lots in the Chatham Hills PUD District.

ORDINANCE DETAILS

Concept Plan: The proposed amendment will incorporate an updated concept plan illustrating two (2) individual estate style single-family residential lots proposed for development on the 21-acres subject to this PUD amendment.

Development Standards: The proposed amendment modifies some standards of the Original Ordinance, as described below:

- Architectural Standards
    - The original PUD ordinance contained residential architectural standards outlined in Section 16 "Single-Family Architectural and Streetscape Design Standards".
        - The proposed PUD amendment would replace Section 16.3 "Design Elements" with language that reflects the proposed architectural design elements associated with Lots K1A and K2A as shown in Exhibit B "Illustrative Character Exhibit".
        - The proposed PUD amendment would replace Section 16.4(B) "Exterior Surfaces" with language that permits exterior materials consistent with the proposed materials associated with Lots K1A and K2A as shown in Exhibit B "Illustrative Character Exhibit".
    - The proposed PUD amendment would also require the proposed development to be constructed in substantial compliance with the provided "Illustrative Character Exhibit" attached to the ordinance.
- Landscape Standards

- The original PUD ordinance required external street frontage landscaping along Oak Ridge Road and a 20' width "Type A" perimeter buffer yard along the remainder of the subject parcel. The proposed PUD amendment would omit these landscaping standards.

CHANGES SINCE LAST MEETING

Since the public hearing at the May 4, 2022 Plan Commission meeting the following changes have been incorporated into the proposed Chatham Hills PUD Amendment IX Ordinance: 1) The addition of architectural "design elements" language; and 2) the addition of architectural "exterior surfaces" language. Together, these additional text changes reflect the proposed architectural design elevations associated with Exhibit B – "Illustrative Character Exhibit".

COMPREHENSIVE PLAN

The property falls within the "New Suburban" land use area of the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan"). Detached dwellings, attached dwellings, institutional uses, recreational uses, artisan farms, and equestrian uses are contemplated as appropriate uses within the "New Suburban" area. Indiana Code states that reasonable regard be paid to the Comprehensive Plan when considering zone map changes; however, the Comprehensive Plan is not law. The Comprehensive Plan is intended to serve as a guide in making land use decisions.

PROCEDURAL

Council Introduction: The petition was introduced at the April 11, 2022, City Council meeting.

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was on the May 4, 2022 Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation:

At its June 6, 2022 meeting, the Plan Commission forwarded a favorable recommendation of the petition to the Council (Vote: 7 in favor, 0 opposed)

City Council:

Introduction – April 11, 2022

Eligible for Adoption – June 13, 2022

Submitted by: Weston Rogers, Associate Planner
Community Development Department

WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, June 6, 2022, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	2205-PUD-10
Ordinance No.	22-15
Petitioner	Tracy L. Haddad Trust
Description	An amendment to the architectural and landscaping standards for two (2) proposed residential estate-style lots in the Chatham Hills PUD District.

On Monday, June 6, 2022, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 7 in favor, 0 opposed).

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

Kevin M. Todd, Secretary

June 7, 2022
Date

Amendment to Woods Robinson Briggs PUD Narrative

The applicant would like to add the Patricia Gerth Property (4.5) acres to District 1 as shown on the District Map as GB: General Business District.

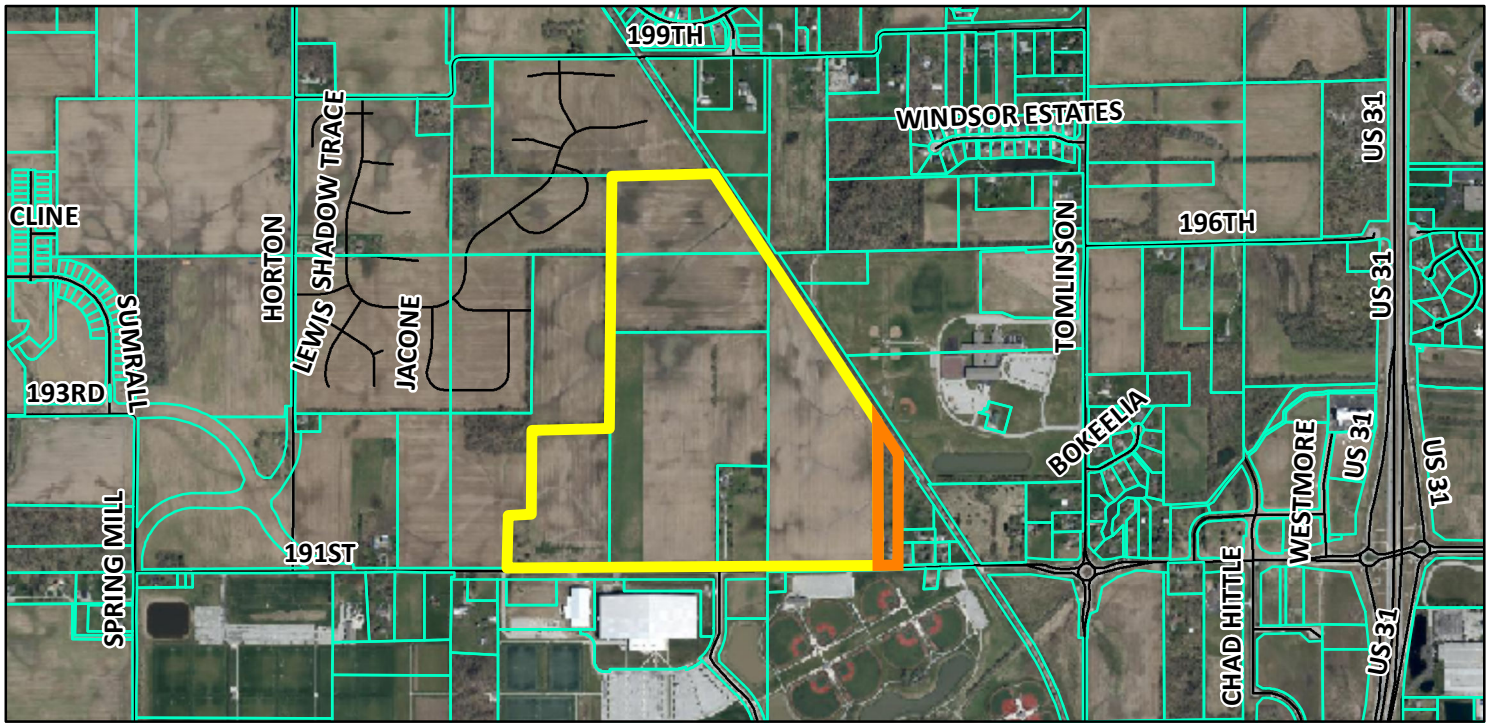
Further, the amendment requests some minor changes to section 8.2 "District 2: Park / Trail Head District" as noted in the proposed ordinance amendment.

Woods Robinson Briggs PUD

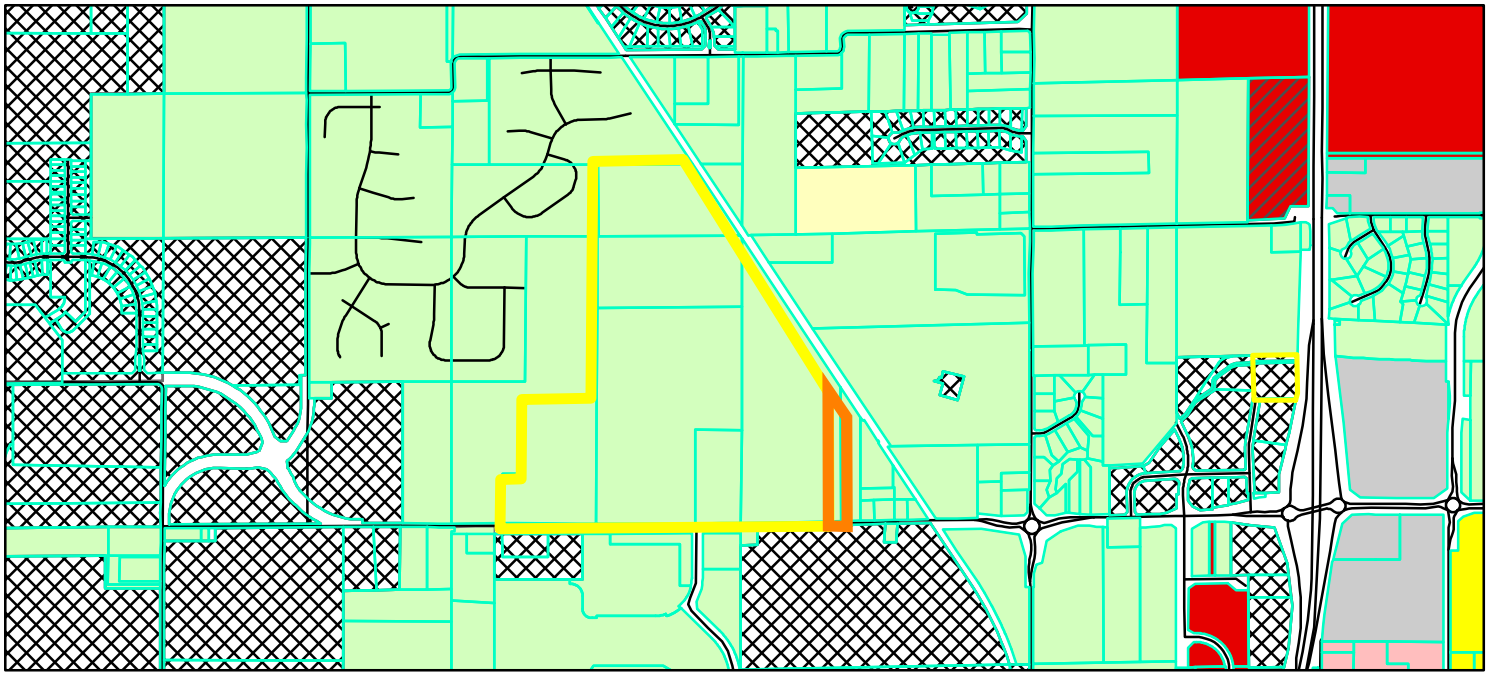
Aerial Location Map

Existing PUD Limits

Gerth Property Pproposed



Zoning Map



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

0 0.225 0.45 Miles

N W E S

Type equation here.**Westfield City Council May 23, 2022**

The Westfield City Council held a meeting on May 23, 2022 at Westfield City Hall.
Present were Mike Johns, Troy Patton, Cindy Spoljaric, Joe Edwards, and Jake Gilbert. Mayor Cook, Cindy Gossard, Anne Poindexter and Manny Herceg were also in attendance. Scott Willis attended virtually.

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

Changes to Agenda

None

Council Appointment to BZA

Mike Johns made the motion to appoint Noble Hatfield. Cindy Spoljaric seconded.
Vote: Yes-6; No-0. Motion carries.

Approval of Minutes:

Joe Edwards made the motion to approve the May 9, 2022 minutes as presented.
Jake Gilbert seconded. Vote: Yes-6; No-0. Motion carries.

Claims:

Cindy Spoljaric asked about the D & W Farms land purchase, and why RIF were used instead of TIF funds. Jeremy Lollar explained the reasons for this.

Troy Patton made a motion to approve the claims. Jake Gilbert seconded.
Vote: Yes-6; No-0. Motion carries.

Miscellaneous Business/Special Presentation

Q1 2022 RDC Report-Linda Naas and Bob Beaudry

Old Business:

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

Ordinance 22-10: Osborne Trails PUD Amendment V
Council Introduction: March 14, 2022
APC Public Hearing: April 4, 2022
APC Recommendation: May 16, 2022
Adoption Consideration: May 23, 2022

Ryan Collingwood presented stating this would amend the permitted uses on 43.5 acres located on the west side of Horton Rd and the north side of 191st Street. Currently permitted today are 170 townhomes, the amendment would allow for up to 108 single-family dwellings that would be age-restricted (55+).

Joe Edwards made a motion to approve Ordinance 22-10 as presented. Scott Willis seconded. Vote: Yes-6; No-0. Motion carries.

Ordinance 22-20: Reestablishing the Cumulative Capital Development Fund
Council Introduction: May 9, 2022
Public Hearing: May 23, 2022
Adoption Consideration: May 23, 2022

Jeremy Lollar presented stating this was last established in April of 2020 at a tax rate of 0.0500 on taxes for 2020 payable in 2021. The fund was not reestablished in 2021 so the DLGF certified the tax rate at 0.0498 for taxes in 2021 payable in 2022. This will reestablish the Fund at a tax rate of 0.0500 for taxes for 2022 payable in 2023. Lollar stated this is not a new tax but allows us to capture a larger piece of the overall tax.

Public Hearing Open: 7:35 PM/No Comments
Public Hearing Closed: 7:36 PM

Cindy Spoljaric made the motion to approve Ordinance 22-20 as presented.
Troy Patton seconded. Vote: Yes-6; No-0. Motion carries.

Westfield Interlocal Agreement Between INDOT & City of Westfield (SR 32 Bridge Over Cool Creek)
Council Introduction: April 11, 2022
Adoption Consideration: May 23, 2022

Jeremy Lollar presented stating INDOT has plans to replace the SR32 bridge over Cool Creek. The city has requested that they allow us to partner with them to widen the span of the bridge to accommodate trail traffic underneath the bridge at a future date, without us having to build an additional grade separating crossing in the future. INDOT has agreed to do this if the city contributes $400,000 to the overall project and in return they would construct that piece for us so we can effectively connect to it at a later date.

Mike Johns asked when anticipated payment would be due. Lollar stated possibly in September, but definitely before year end. This would be payable out of Park Impact Fees.

Scott Willis made the motion to approve agreement. Jake Gilbert seconded. Vote: Yes-6; No-0. Motion carries.

<u>New Business</u>

Ordinance 22-24: Vacation of Right-of-Way/Within the Style Rite Meadows Plat
Council Introduction: May 23, 2022
Public Hearing; June 13, 2022
Adoption Consideration: June 13, 2022

Johnathon Nail presented stating that Henke Development has filed a petition for the vacation of all existing public ways of Meadows Court and a portion of existing public ways of Meadows Drive. This vacation will allow a secondary plat to be recorded and lots to be sold and construction stared for Chatham Villages.

Ordinance 22-22: Approving Lease Between the City of Westfield Building Corporation, as Lessor, and the Westfield Redevelopment Commission as Lessee, and Pledging Certain Local Income Tax Revenues to the Payment of the Lease Rental on Such Lease
Council Introduction: May 23, 2022
Adoption Consideration: June 13, 2022

Catherine Fanello stated this ordinance is to approve the lease and a LIT backup pledge made in connection with the Union Square garage project.

Jim Treat answered council's question concerning why LIT was needed to be used as a backup payment source. It was a council concern that the public parking spaces were not mentioned in the agreement and asked that this be addressed.

Ordinance 22-23: City of Westfield, Indiana Adopting Second Class City Status
Council Introduction: May 23, 2022
Public Hearing: June 13, 2022
Adoption Consideration: June 13, 2022

Jeremy Lollar presented stating that the forensic audit had recommended that the city move from a third- class city to a second- class city. Some of the changes involved would be the mayor would no longer preside over the city council meetings and would have no voting power. The clerk treasurer would be replaced by an elected city clerk and a mayoral appointed controller. The mayor has requested added language be added to state that his appointment would have to be approved by council.

Troy Patton clarified that is was not a forensic audit that is was an examination done by those appointed by the mayor.
Cindy Spoljaric stated that she appreciated council being included in these processes but had concerns on the language stating that the current council would make this appointment prior to January 2024. Cindy also stated that is was concerning that all the elections were being done at the same time and potentially a new mayor, new council and the transfer to a second-class city if approved. Cindy asked if it was possible to stagger the elections of some of the seats.
Troy Patton asked what the total cost of becoming a second-class city would be. Jeremy Lollar stated that some analysis had been done for Mr. Willis and that it was believed to be net neutral from an operating standpoint. Patton asked who had done the analyses, to which Lollar stated that the information had been pulled internally and that was how it was decided. Patton asked that this information be presented on the screen at the next meeting. Patton also asked the question that over the years, how many second- class cities had their controllers leave and how many third-class cities had their elected clerk treasurers leave prior to the end of their four-year term. Lollar responded that he did not know the answer to those questions.

Guests:

None

Clerk Treasurer Comments:

None

City Council Comments:

Cindy Spoljaric- APC Update. ARPA meeting June 3rd

Joe Edwards- Email regarding the City's Facebook page

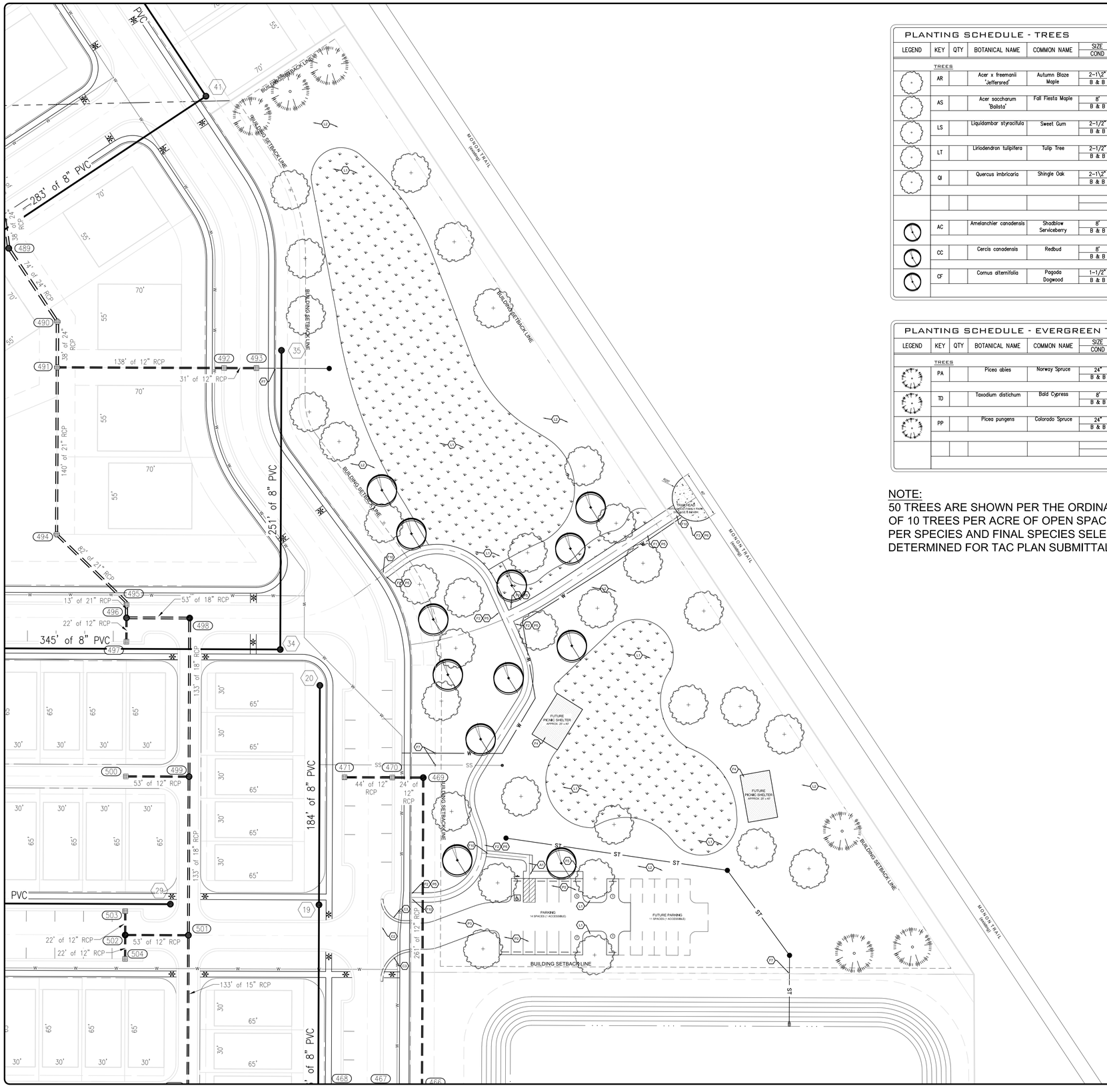
Mayor Comments:

None

Without any further business, the meeting adjourned at 8:10 PM

_____ _____

Clerk-Treasurer **President**



PLANTING SCHEDULE - TREES

LEGEND	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE / COND	REMARKS	MATURE HEIGHT / MATURE SPREAD
TREES							
	AR		Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	2-1\2" / B & B	Deciduous canopy (2 relocated)	50' / 45'
	AS		Acer saccharum 'Bailsta'	Fall Fiesta Maple	8' / B & B	Deciduous Shade Tree	50' / 40'
	LS		Liquidambar styraciflula	Sweet Gum	2-1/2" / B & B	Deciduous Shade Tree	40' / 25'
	LT		Liriodendron tulipifera	Tulip Tree	2-1/2" / B & B	Deciduous Shade Tree	70' / 40'
	QI		Quercus imbricaria	Shingle Oak	2-1\2" / B & B	Deciduous Canopy	50'-60' / 50'
	AC		Amelanchier canadensis	Shadblow Serviceberry	8' / B & B	Ornamental Tree	25' / 20'
	CC		Cercis canadensis	Redbud	8' / B & B	Ornamental Tree	25' / 25'
	CF		Cornus alternifolia	Pagoda Dogwood	1-1/2" / B & B	Ornamental Tree	25' / 25'

PLANTING SCHEDULE - EVERGREEN TREES

LEGEND	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE / COND	REMARKS	MATURE HEIGHT / MATURE SPREAD
TREES							
	PA		Picea abies	Norway Spruce	24" / B & B	Evergreen Tree	80' / 30'
	TD		Taxodium distichum	Bald Cypress	8' / B & B	Deciduous Tree	75' / 50'
	PP		Picea pungens	Colorado Spruce	24" / B & B	Evergreen Tree	60' / 20'

NOTE:
50 TREES ARE SHOWN PER THE ORDINANCE REQUIREMENT OF 10 TREES PER ACRE OF OPEN SPACE. NUMBER OF TREES PER SPECIES AND FINAL SPECIES SELECTION TO BE DETERMINED FOR TAC PLAN SUBMITTAL.

NORTH

0 40 80 120

1" = 40'

(#) SHEET KEYNOTES:
(See City of Westfield details.)

PAVEMENT:
P1. Saw cut existing pavement along this line.
P2. Light duty asphalt pavement
P3. Heavy duty asphalt pavement.
P4. Concrete pavement (road).
P5. Perimeter Trail asphalt pavement per City of Westfield detail 2505-001.
P6. Concrete pavement at Trailhead.
P7. Trail surface alternate: crushed aggregate over geogrid.

CURB:
C1. Concrete straight curb.
C2. Concrete curb with 1" lip (Depressed Concrete Gutter).
C3. Combined concrete curb and gutter.

SITE ACCESSIBILITY (walks, ramps, striping)
A1. Concrete sidewalk.
A2. Van Accessible parking space.
A3. Accessible parking space.
A4. Accessible parking pavement markings.
A5. Detectable warning strip per details.
A6. Painted cross walk.

MISC. SITE FEATURES:
F1. Perimeter Trail, 10' wide, remaining standards per Westfield details.
F2. Perimeter Trail, 8' wide, standards per Westfield details.
F3. Trailhead, concrete pavement.

F4. Picnic shelters to be a future construction phase.
F5. Bicycle rack to be Inverted "U" type per detail or Urban Staple Brand, Model # UB-1000-STD or approved equal. See details.
F6. Monument sign for Wood Family Park dedication. Sign to be in compliance with city standards.
F7. Utility stub from residential.
F8. Light standard (base, pole & fixture), TYP. See site lighting plan for detail. Conduits required. Pole locations and number are preliminary until final photometric plan (by others) is available.
F9. Park bench with plaque from Wood Family.
F10. Bollard, removable & lockable. Brand & model to be chosen by Owner.

LANDSCAPE:
L1. Landscape island/area to be uncompacted and have a minimum depth of 6 inches of topsoil placed to proper grade. Protect landscape island areas from compaction during construction.
L2. Turf grass area.
L3. Native seed mix to be used for all remaining pervious areas.

NOTE: CONTRACTOR TO KEEP PARK PROPERTY SOIL IN PLACE EXCEPT WITHIN 30 FEET OF PAVEMENT AREA. DO NOT REMOVE TOPSOIL IN OTHER AREAS OF PARK PROPERTY. ADDITIONAL TOPSOIL MAY BE ADDED IF COORDINATED WITH PARK OWNER AND ENGINEER.

SEE ADDITIONAL NOTES ON GENERAL NOTES SHEET (L201)

SITE PLAN LEGEND

- PROPOSED BUILDING (Future Phase)
- HEAVY DUTY ASPHALT PAVEMENT (See P3 above)
- LIGHT DUTY ASPHALT PAVEMENT (See P2 above)
- CONCRETE PAVEMENT (IN R/W) (See P4 above)
- TURF GRASS
- (6) # OF PARKING SPACES (per aisle)

NOTE:
CURB RADII WITH NO LABEL ARE 5' DIAMETER.

SITE ZONING: PUD
SITE IMPERVIOUS % =

BUILDING SETBACK SUMMARY:
FRONT: 25'
REAR: 40' From edge of Monon Trail
SIDE: 5'

ORIGINAL FIELD SURVEY PREPARED BY:
WEIHE ENGINEERS, INC.

10505 N. COLLEGE AVENUE
INDIANAPOLIS, IN 46280
317-846-6611
DATED 2021

UTILITY STATEMENT:

THE UTILITIES INDICATED ON THESE PLANS AND ON THE SURVEY HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR/ENGINEER MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR/ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

ELEMENTS ENGINEERING
P.O. Box 50656
Indianapolis, IN 46250
317.490.7054
www.elements-engineering.com

Wood Family Farm of Hamilton Co.
Westfield, IN

Wood Family Park at Harvest Trail
Wood Farm Place
Westfield, IN

PARK PLAN

APPROVAL PENDING
NOT FOR CONSTRUCTION

DATE:

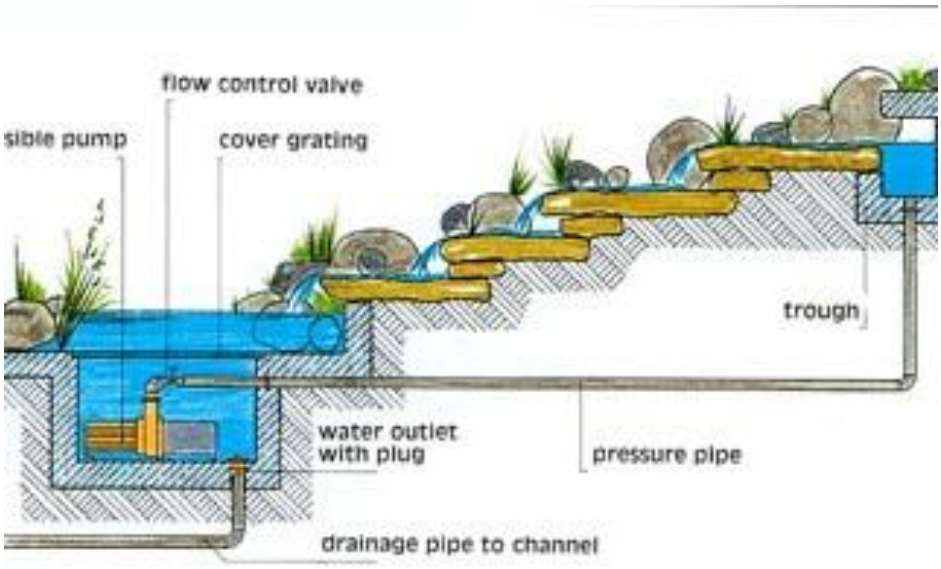
DWN BY:	JLR
CHKD. BY:	CLH
SCALE:	AS NOTED
DATE:	05/24/22

PROJECT NUMBER
21-99-002

DESIGN PHASE
PRELIMINARY

PLAN NUMBER
Exhibit C

EXHIBIT E
LINEAR WATERFALL EXHIBITS



ORDINANCE 22-_____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA ADOPTING SECOND CLASS CITY STATUS

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

WHEREAS, the City has attained a population in excess of thirty-five thousand persons, as determined by the most recent federal decennial census and other appropriate mans;

WHEREAS, Indiana Code § 36-4-1-1.1 provides that the legislative body of a Third Class City may, by ordinance, adopt Second Class City status;

WHEREAS, under Indiana Code § 36-4-1-8, upon change of the City's classification to a Second Class City, the City shall be governed by the laws applicable to its new class, except that the membership of the City's legislative body and the powers, duties, functions, and offices of its elected officials remain unchanged until the expiration of the terms of its members and elected officials;

WHEREAS, every City with a population over thirty-five thousand in Hamilton County is a second class city;

WHEREAS, the Mayor currently presides over all Council meetings, permitting the President Pro Tem of the Council to run meetings, and the Mayor breaks ties in accordance with Ind. Code § 36-4-6-8(b). Those powers will cease as of the adoption of this Ordinance and the Mayor shall have no further legislative role;

WHEREAS, the elected position of the office of City Clerk shall be established, with a budget for the same established by the Council, which could match the budget of the current Clerk-Treasurer if the Council so desired;

WHEREAS, the duties of the current Clerk-Treasurer shall be divided between an elected city clerk and an appointed controller, a financial professional, who would bring the City of Westfield closer to an organizational structure of a business and would have a net-effect of reducing financial consultant fees;

WHEREAS, even though under Indiana law, upon the change of classification of the City to a Second Class City, the Mayor has the power to select a controller, the Mayor will cede that power through this Ordinance so the Common Council would vote to recommend a qualified controller, as specified below; and

WHEREAS, the Westfield Common Council, in the best interest of all the citizens of the City, and in light of the fact that the City is required to undergo redistricting efforts, now recognizes this as a prudent time to adopt Second Class City status for the City of Westfield, Indiana.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana, that:

Section 1. The foregoing recitals are fully incorporated here by reference.

Section 2. The Westfield Common Council adopts Second Class City status for the City of Westfield, Indiana.

Section 3. Under Indiana Code § 36-4-1-8, and this Ordinance, the terms of the present members of the Common Council and the Clerk-Treasurer shall remain unchanged until the expiration of their terms and they shall continue to act under the powers granted to them as a Third Class City until January 1, 2024.

Section 4. Under the guidelines in Indiana Code § 36-4-6-3, the Council shall pass an ordinance diving the City into 6 Common Council Districts. The districts shall be effective for the term of the Council members beginning January 1, 2024, shall be made in accordance with law, shall be based upon the latest decennial census, and shall not cross precinct boundaries.

Section 5. Upon the City becoming a Second Class City, all ordinances, rules, and regulations of the City shall continue in full force and effect, except where inconsistent with a Second Class City powers, until amended or repealed, or unless inconsistent with Indiana law.

Section 6. Before January 1, 2024, and under the City's current budget procedures, the City's executive shall establish a budget for the newly created appointed position and executive Department of the Controller. The Common Council, before January 1, 2024, shall vote to recommend a Controller, which the Mayor will consider and may appoint.

Section 7. Before January 1, 2024, and under the City's current budget procedures, the Common Council shall establish a budget for the elected position of Clerk of the City of Westfield.

Section 8. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 9. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS ____ DAY OF _____ 2022 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

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

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

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

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

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-___

this _____ day of _____, 2022.

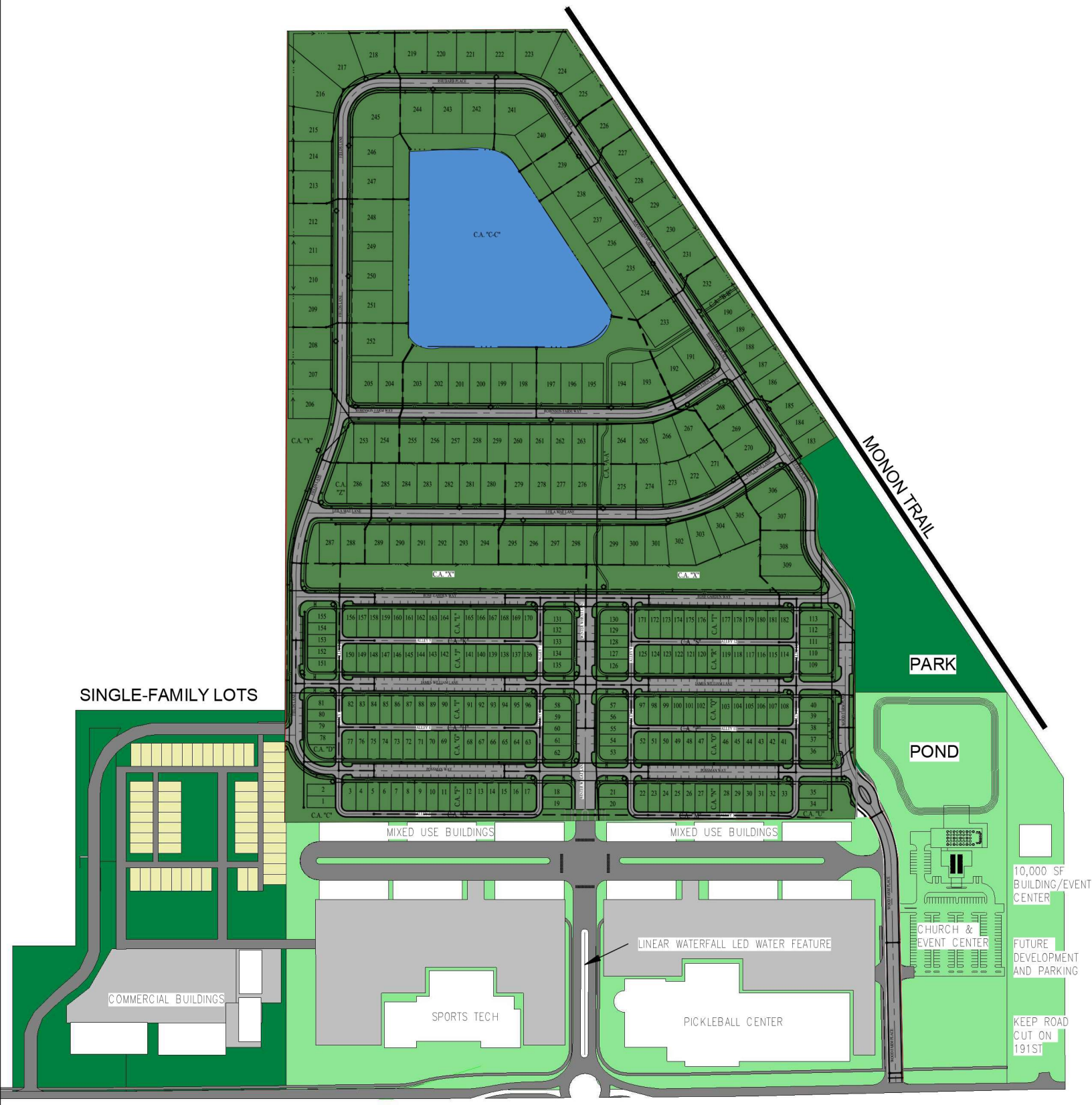
_____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-_____

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

EXHIBIT C
CONCEPT PLAN



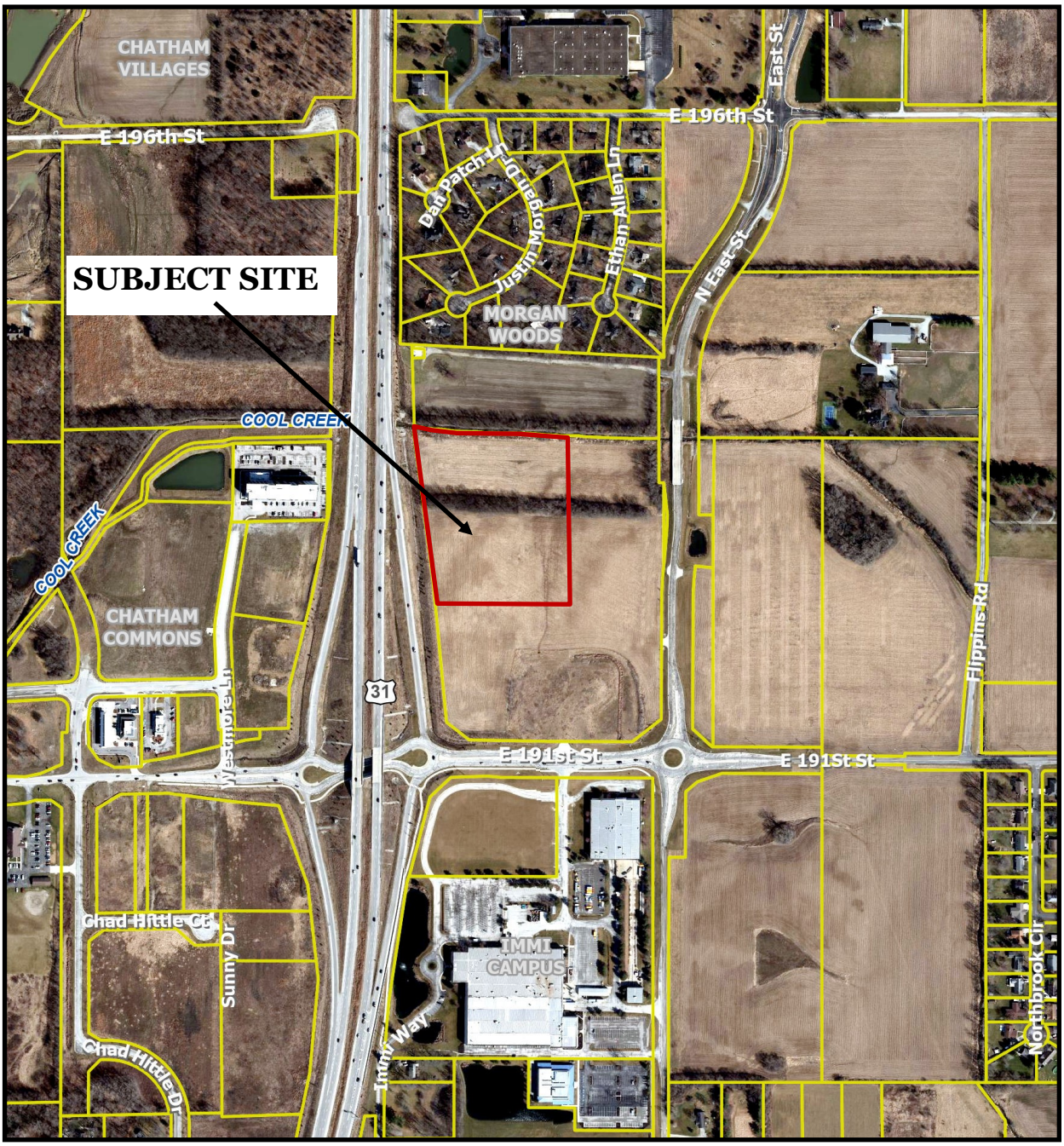
1 WOODS/ROBINSON/BRIGGS PUD CONCEPT PLAN
1" = 400'-0"

WOODS ROBINSON PUD 191ST

EDGE ROCK DEVELOPMENT

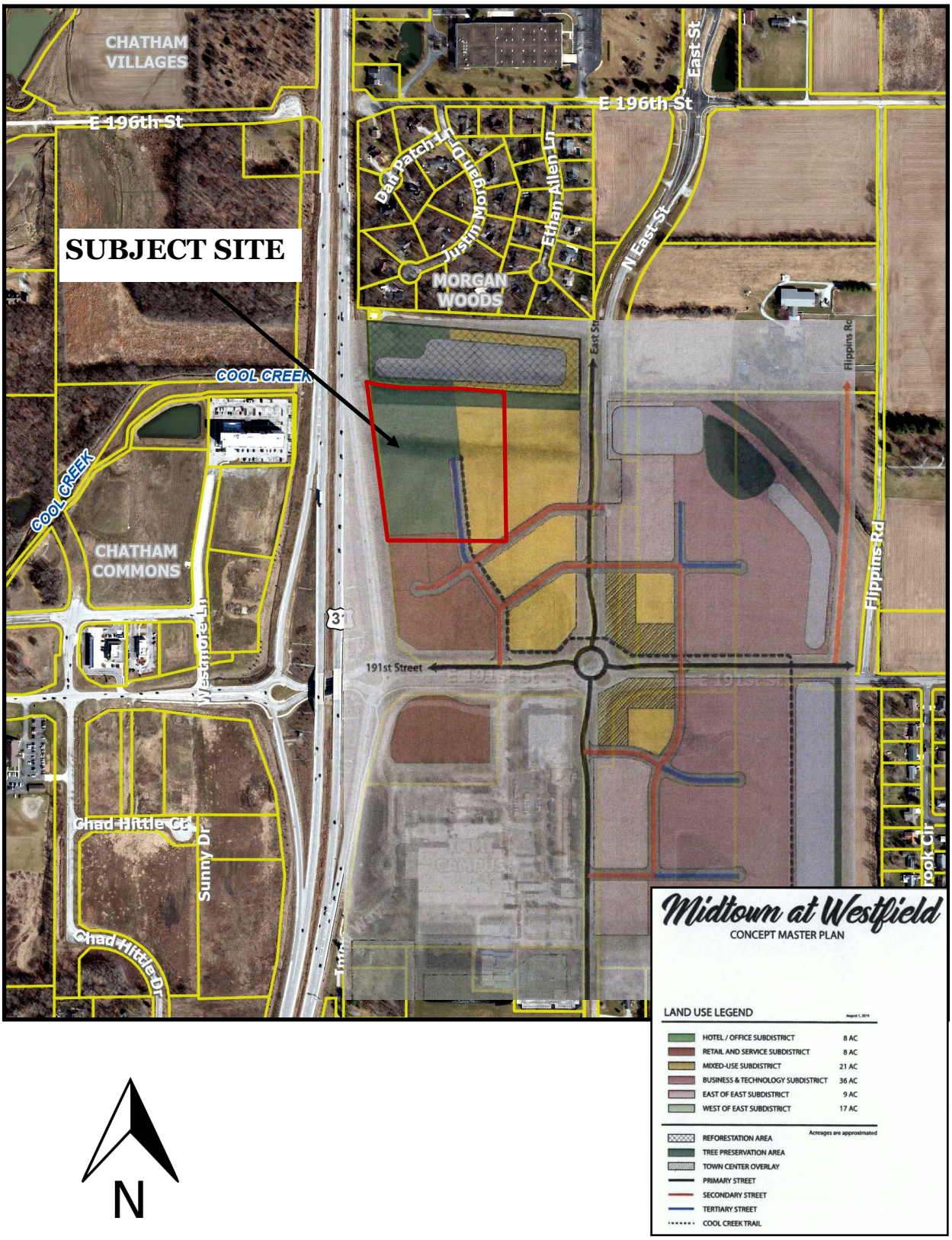
Cooler Design

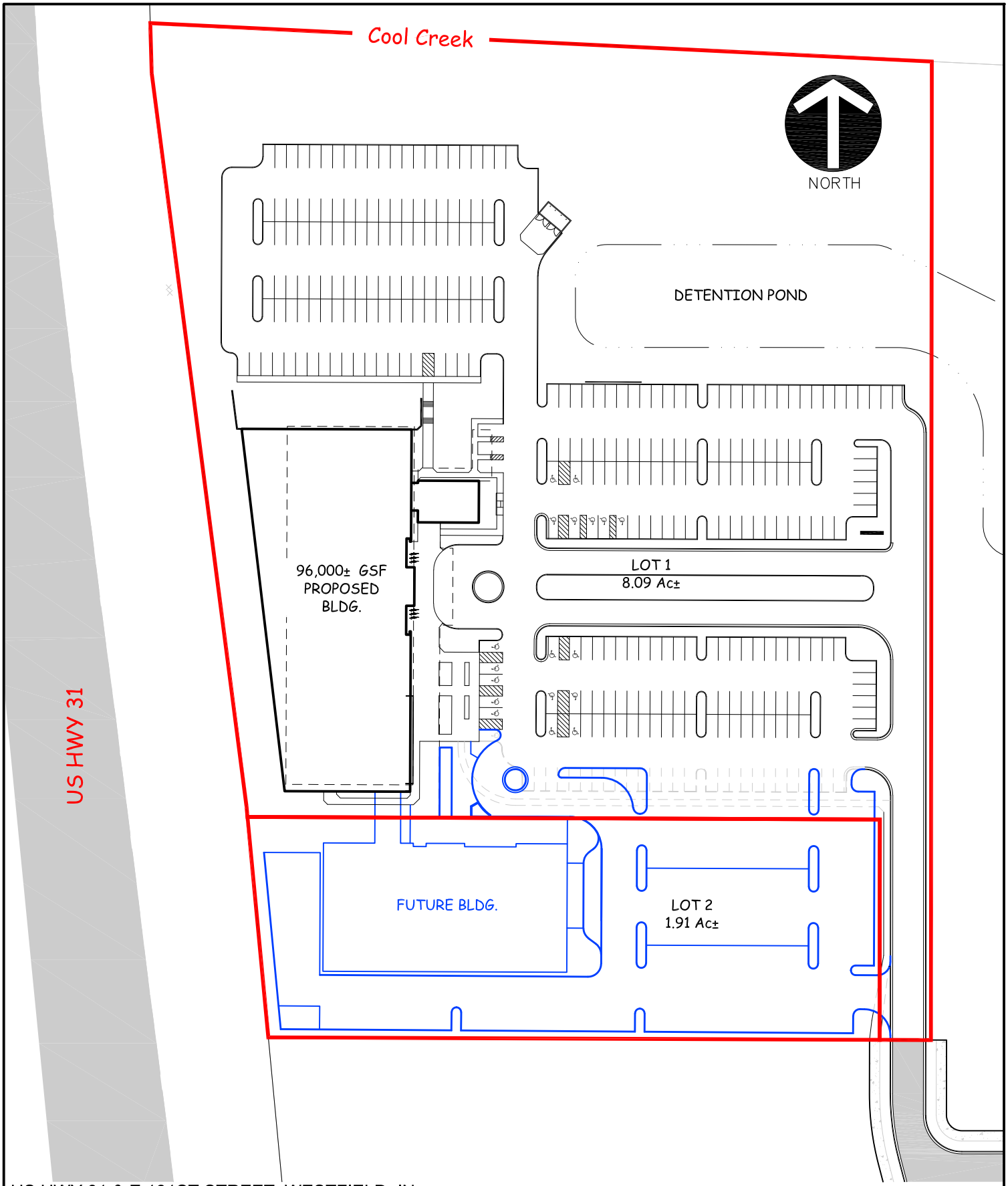
MIDTOWN AT WESTFIELD PUD AMENDMENT
VICINITY MAP



N

MIDTOWN AT WESTFIELD PUD AMENDMENT
VICINITY MAP/PUD OVERLAY





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

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

Civil Site GROUP, INC.

Narrative Statement

Midtown At Westfield PUD amendment

Northwest corner 191st Street and North East Street

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

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

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

WESTFIELD MEDICAL OFFICE BUILDING

WESTFIELD INDIANA, USA

01st June 2022

ALDERSON COMMERCIAL GROUP

STUDIO AXIS

ALDERSON COMMERCIAL GROUP

STUDIO AXIS

ALDERSON COMMERCIAL GROUP

STUDIO AXIS

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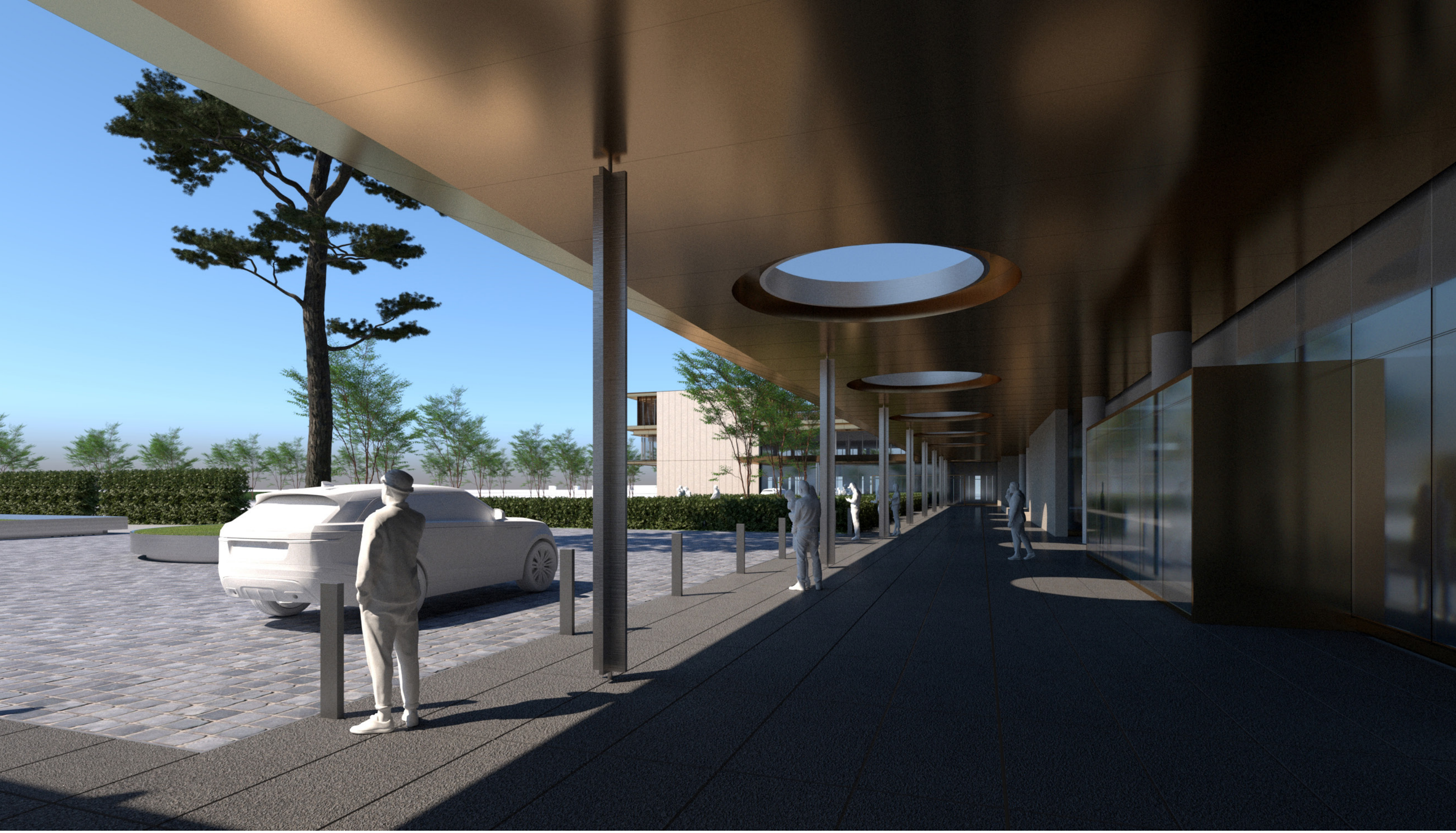
ALDERSON COMMERCIAL GROUP

STUDIO AXIS

ALDERSON COMMERCIAL GROUP

STUDIO AXIS

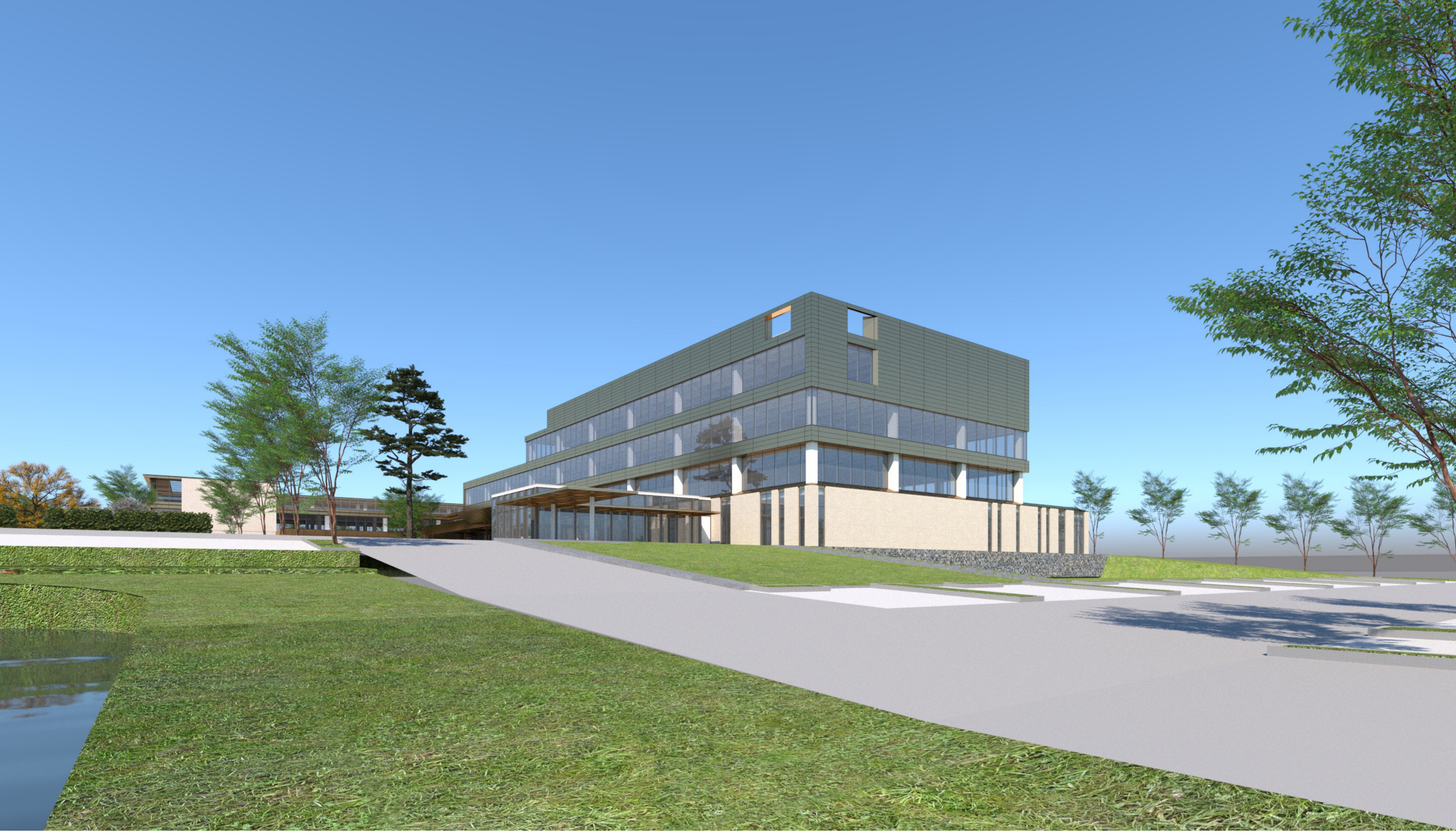


ALDERSON COMMERCIAL GROUP

STUDIO AXIS

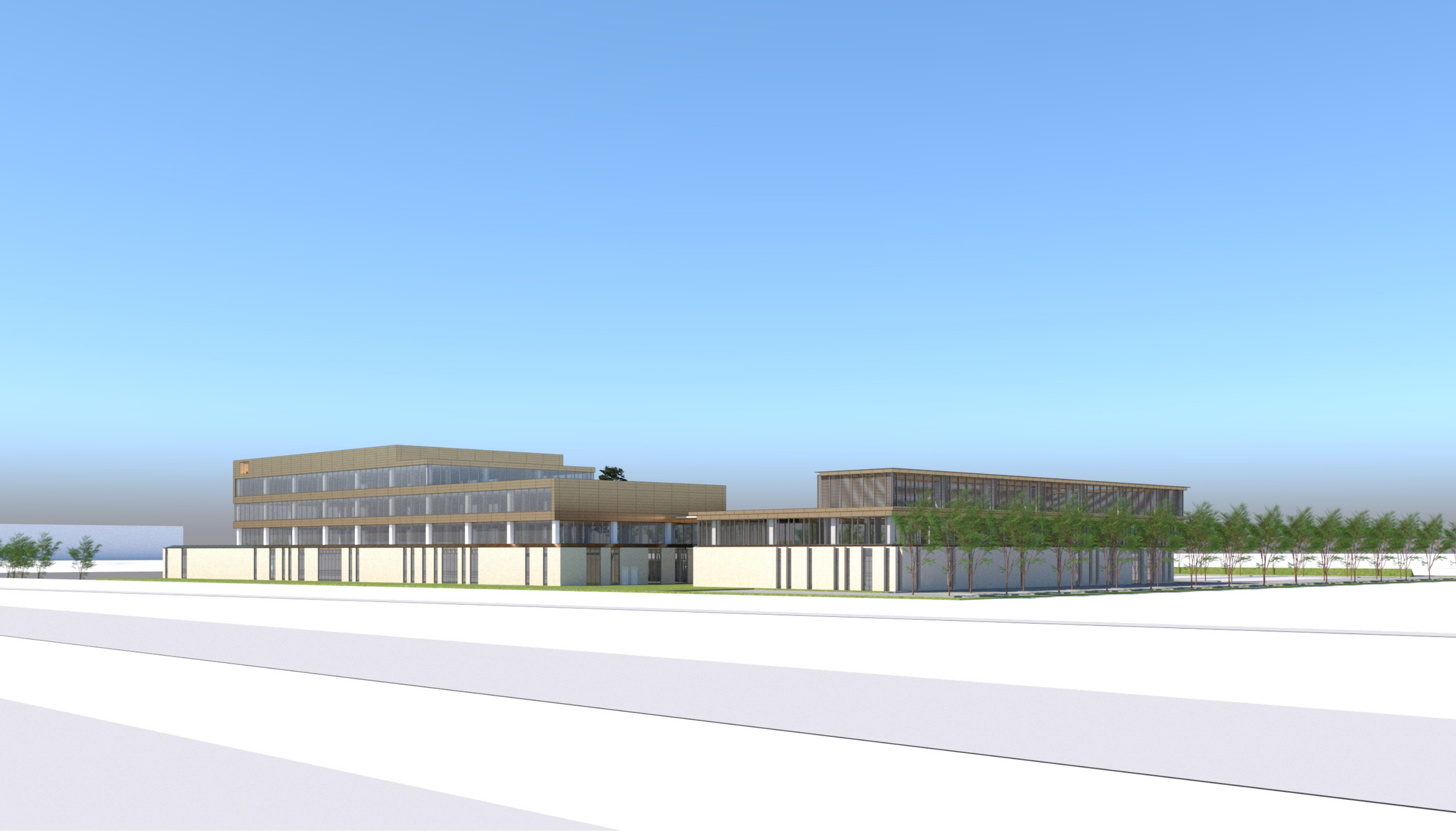
ALDERSON COMMERCIAL GROUP

STUDIO AXIS



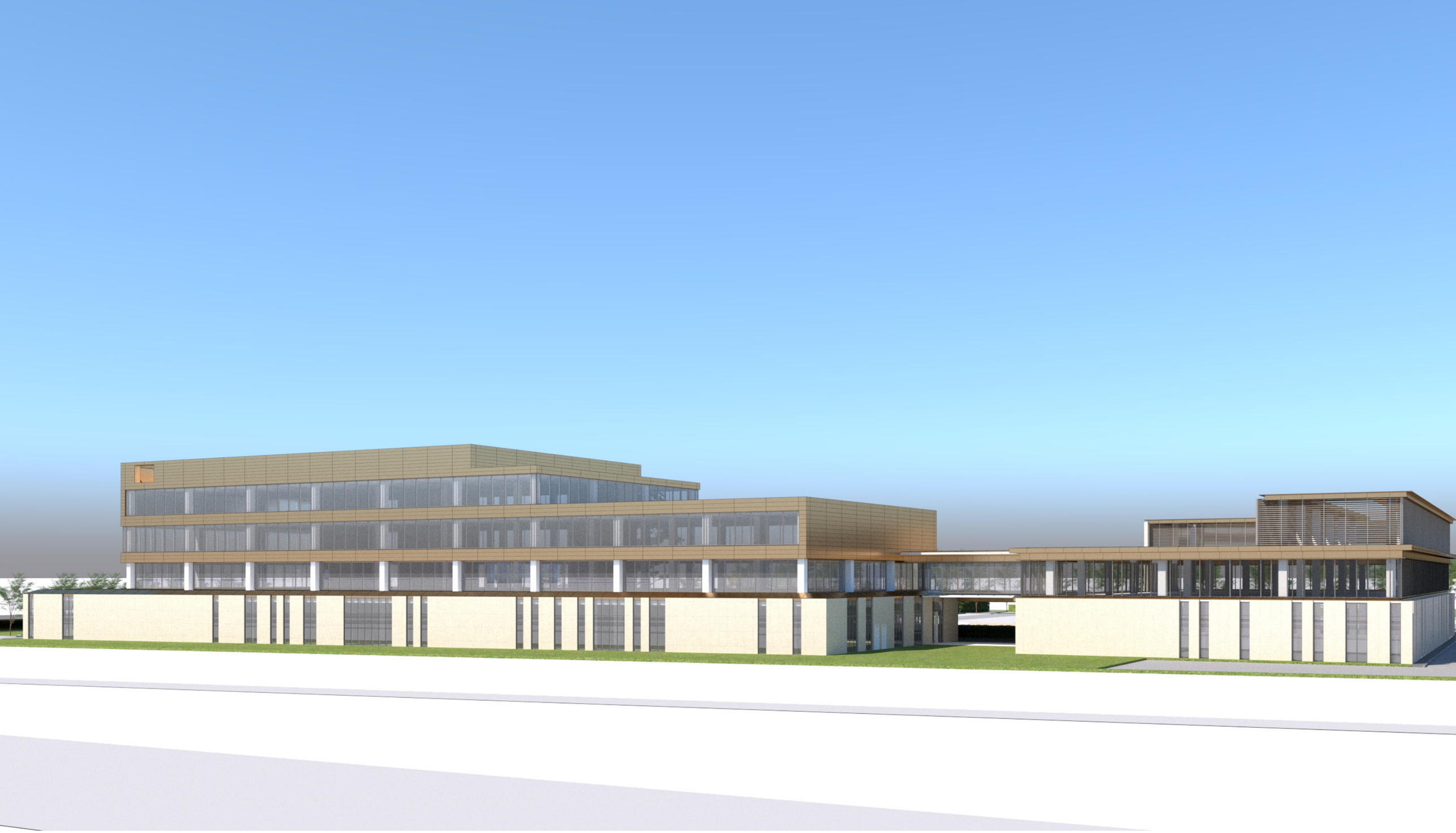
ALDERSON COMMERCIAL GROUP

STUDIO AXIS



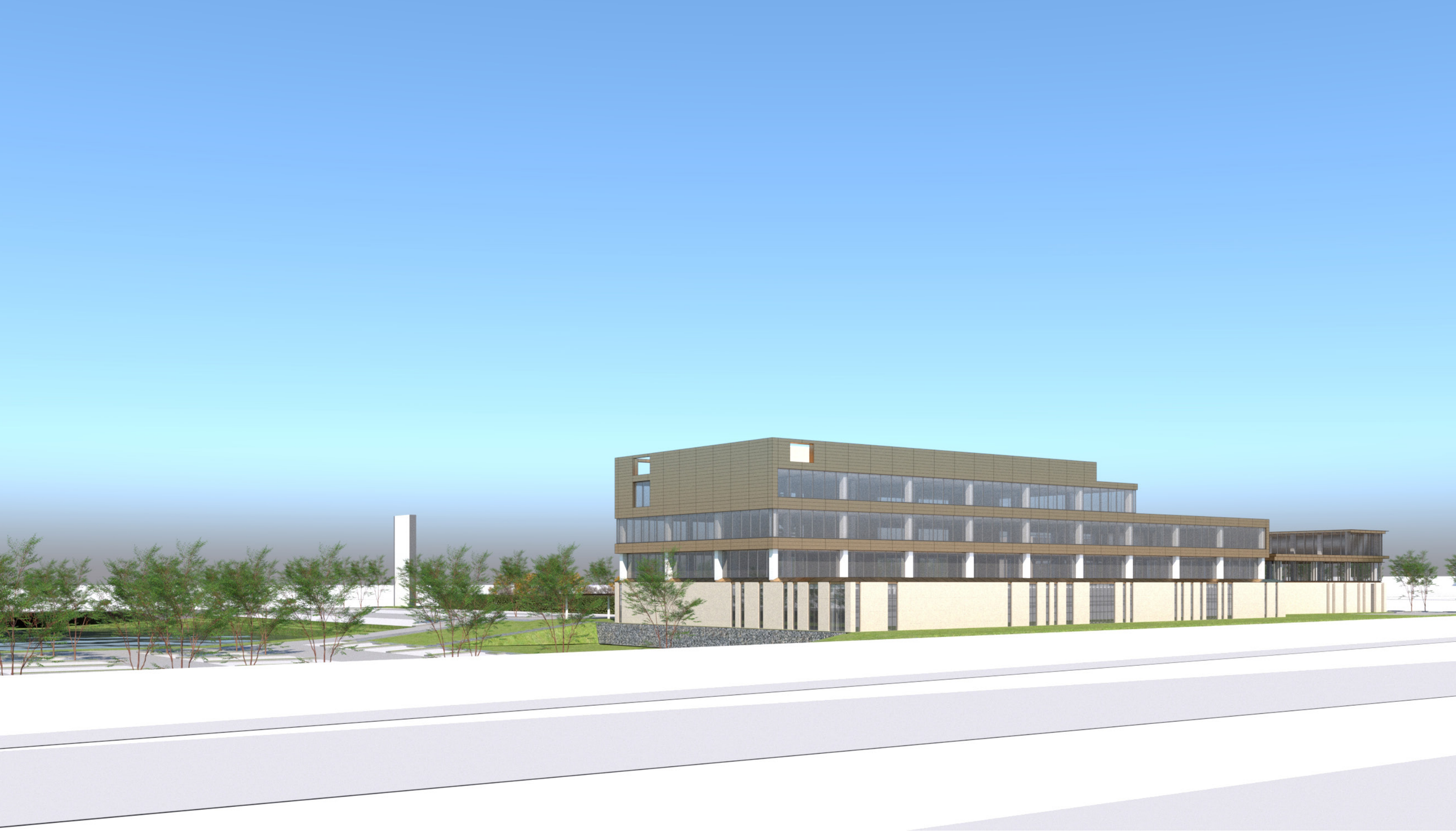
ALDERSON COMMERCIAL GROUP

STUDIO AXIS



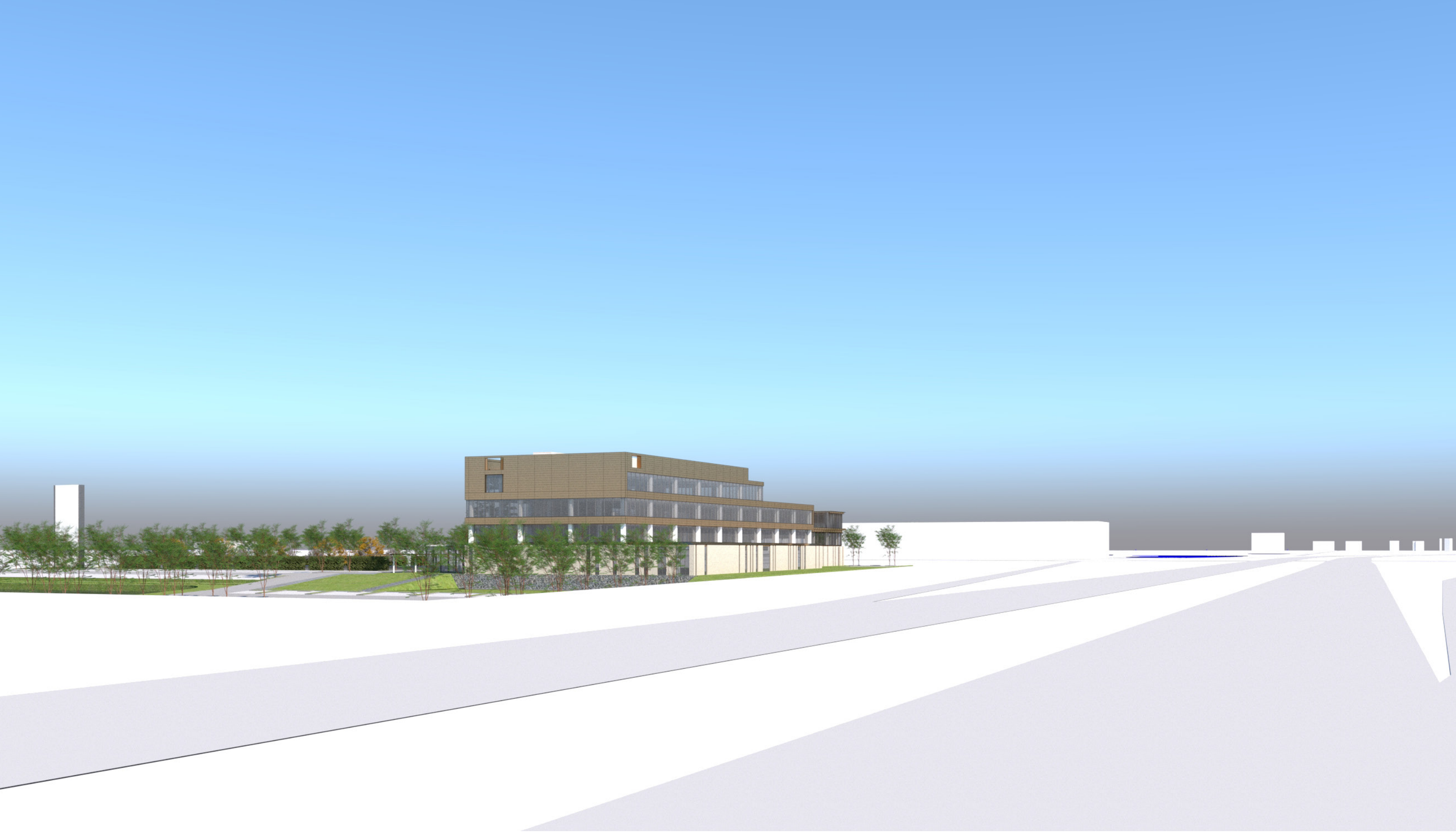
ALDERSON COMMERCIAL GROUP

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

STUDIO AXIS

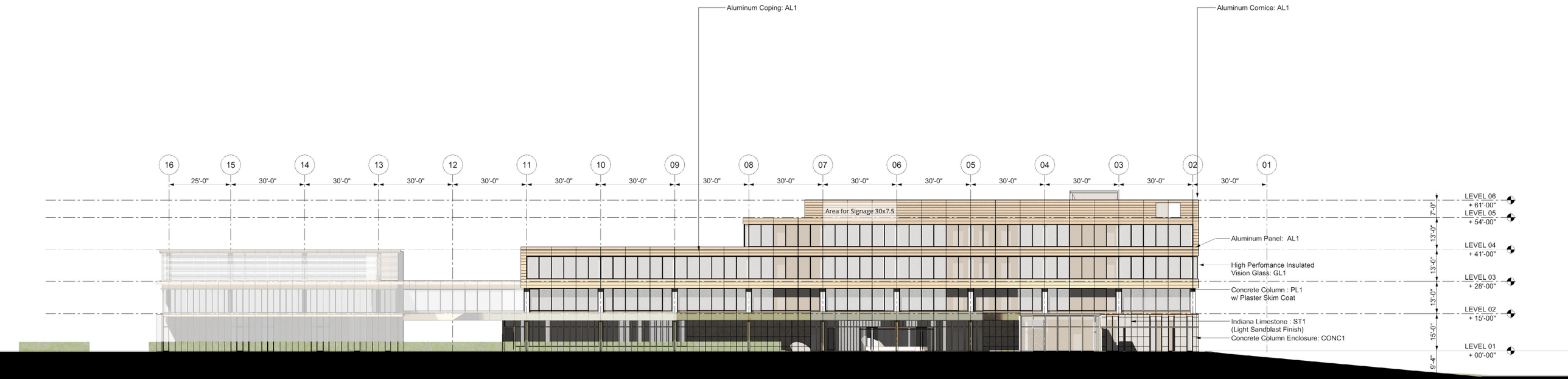


ALDERSON COMMERCIAL GROUP

STUDIO AXIS

Material Square Footage

1. Aluminum Panel	4,801 sqf	**(34.93%)**
2. Vision Glass	7,604 sqf	**(55.38%)**
3. Masonry	1,336 sqf	**(9.72%)**
Total	13,741 sqf	**(100.00%)**



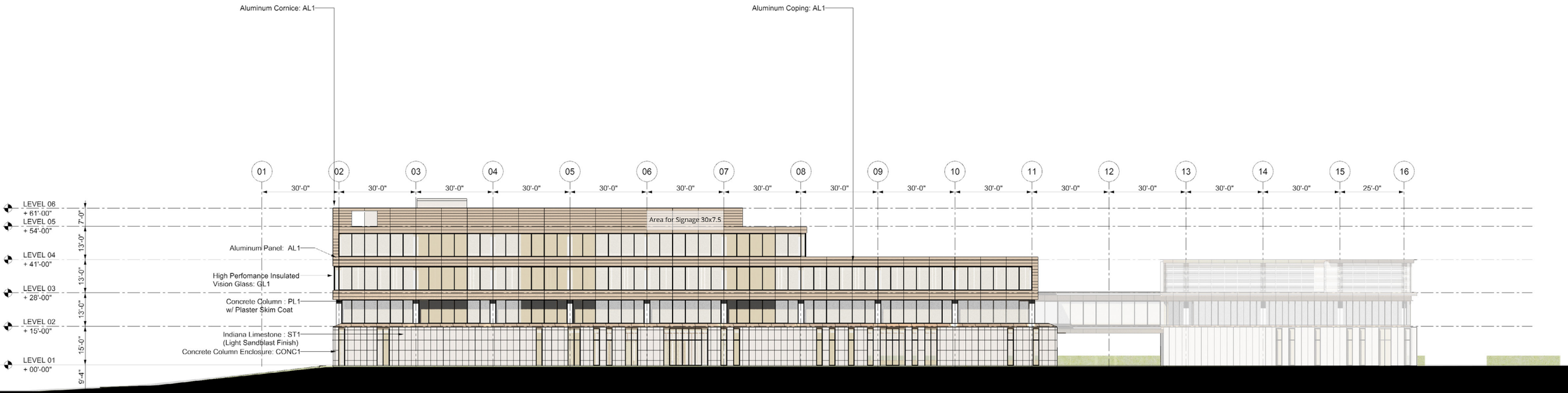
ALDERSON COMMERCIAL GROUP

East Elevation

STUDIO AXIS

Material Square Footage

1. Aluminum Panel	3,997 sqf	**(28.24%)**
2. Vision Glass	7,114 sqf	**(50.26%)**
3. Masonry	3,041 sqf	**(24.48%)**
Total	14,152 sqf	**(100.00%)**



ALDERSON COMMERCIAL GROUP

West Elevation

STUDIO AXIS

Material Square Footage

1. Aluminum Panel	2,639	sqf	**(44.24%)**
2. Vision Glass	2,425	sqf	**(40.65%)**
3. Masonry	901	sqf	**(15.10%)**
Total	5,965	sqf	**(100.00%)**

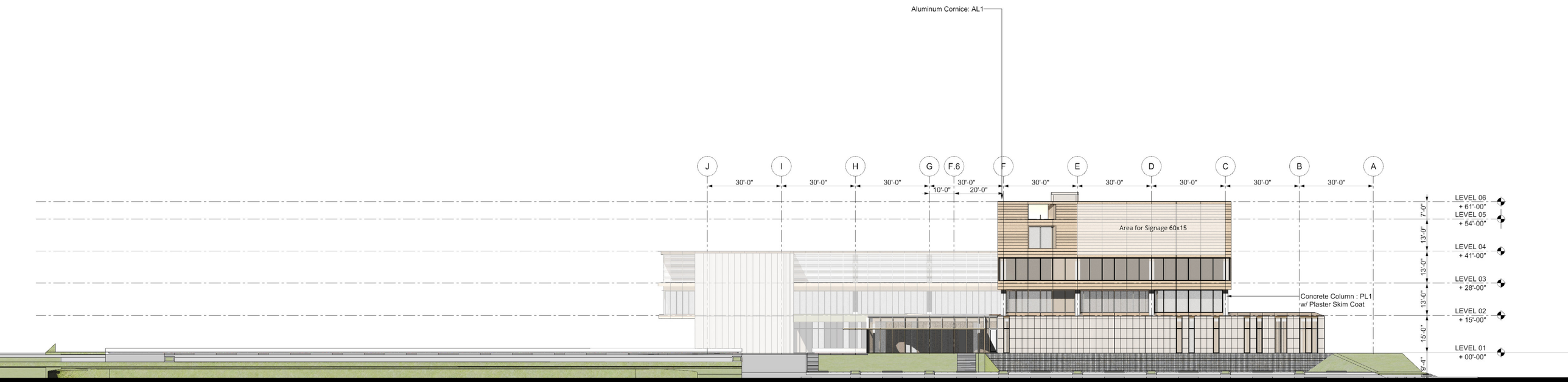
ALDERSON COMMERCIAL GROUP

South Elevation

STUDIO AXIS

Material Square Footage

1. Aluminum Panel	2,497 sqf	**(37.91%)**
2. Vision Glass	2,518 sqf	**(38.23%)**
3. Masonry	1,571 sqf	**(23.85%)**
Total	6,585 sqf	**(100.00%)**



ALDERSON COMMERCIAL GROUP

North Elevation

STUDIO AXIS

Thank you

01st June 2022

ALDERSON COMMERCIAL GROUP

STUDIO AXIS

ORDINANCE 22-25

AN ORDINANCE OF THE CITY OF WESTFIELD AMENDING THE TRAFFIC REGULATIONS OF THE CITY OF WESTFIELD

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

WHEREAS, the Council has the duty and authority to maintain regulations that ensure the safest possible operation of motor vehicles within the City; and,

WHEREAS, it has been deemed necessary to adopt the following amendments to the Westfield Code of Ordinances.

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

Section 1. Chapter 58, Division 10. Figures, Sec. 58-346 through Sec. 58-363.1 of the Westfield Code is hereby amended by the deletion of the existing conflicting language and by the addition of the language which is attached as Exhibit A and incorporated herein.

Section 2. In addition to any other general penalty provisions contained in the Westfield Code of Ordinances, all other penalties under Title 9 of the Indiana Code for Class C Infractions may be assessed.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. Any portion of this Ordinance later deemed void shall not operate to negate the remaining portion herein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS _____DAY OF _____2022.

WESTFIELD CITY COUNCIL

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

ATTEST:

_____

Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-25 was delivered to the Mayor of Westfield

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

_____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 22-25

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-25

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

ATTEST:

_____
Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

2022035270 ORDINANCE $25.00
07/15/2022 10:15:08A 15 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE NUMBER 22-15

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TEXT OF THE CHATHAM HILLS PLANNED UNIT DEVELOPMENT BEING THAT OF ORDINANCE 13-24, ORDINANCE 15-28, ORDINANCE 16-46, ORDINANCE 17-24, ORDINANCE 18-51, ORDINANCE 19-11, ORDINANCE 19-51, ORDINANCE 22-07 AND TITLE 16 – LAND USE CONTROLS

"Chatham Hills PUD Amendment – Lot K1A"

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Docket 2205-PUD-10), filed with the Commission requesting an amendment to Ordinance 13-24, enacted by the Westfield Town Council on January 14, 2014, and amended by (i) Ordinance 15-28, enacted by the City Council on October 12, 2015 (ii) Ordinance 16-46, enacted by the City Council on December 12, 2016; (iii) Ordinance 17-24, enacted by the City Council on September 11, 2017; (iv) Ordinance 18-51, enacted by the City Council on February 11, 2019; (v) Ordinance 19-11 enacted by the City Council on June 10, 2019, (vi) Ordinance 19-51, enacted by the City Council on November 11, 2019, and Ordinance 22-07 enacted by the City Council on May 9, 2022, (collectively, the "**Chatham Hills PUD Ordinance**");

WHEREAS, the Amendment pertains to the subject real estate more particularly described as Lot K1A, Section 3 of Chatham Hills, a subdivision of the City of Westfield, Hamilton County, Indiana, recorded as Instrument No. 2020039524 in the Office of the Recorder of Hamilton County, Indiana (the "**Real Estate**");

WHEREAS, the Commission forwarded Petition No. 2205-PUD-10 to the Common Council of the City of Westfield, Hamilton County, Indiana (the "**Council**") with a favorable recommendation (Vote: 7 in favor, 0 opposed) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code§ 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on June 6, 2022;

COPY

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

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

Section 1. Applicability of Ordinance.

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

1.2 Development of the Real Estate shall be governed by: (i) the provisions of this Amendment and its exhibits, (ii) the Chatham Hills PUD Ordinance, and (iii) the provisions of the UDO, as amended and applicable to the Real Estate, except as modified, revised, supplemented or expressly made inapplicable by this Amendment.

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

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

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

2.1 The Real estate will be divided into two Lots.

2.2 Development of the Lots shall be regulated as set forth in this Amendment.

2.3 Accessory Buildings shall be permitted and constructed in accordance with the applicable standards of the UDO.

Section 3. Development Standards. The standards of Chapter 6 Development Standards of the UDO shall apply to the development of the Real Estate unless otherwise modified by the Chatham Hills PUD Ordinance or the standards of this Amendment. Dwelling Units on the Real Estate shall be constructed under the provisions set forth below.

3.1 Architectural Standards:

A. In addition to the Architectural Standards provided for in the Chatham Hills PUD Ordinance, residences and accessory buildings will be constructed in substantial compliance with the architectural elevations in the Illustrative Character Exhibit, attached hereto as Exhibit B.

B. Section 16.3 of Ordinance 13-24 shall not apply. Instead, the following shall apply. Design elements and detailing shall be continued completely around the structure. Such design elements shall include, but are not limited to, windows, window placement, roof overhangs, roof pitch, trim detailing, and exterior wall materials.

C. Section 16.4(B) of Ordinance 13-24 shall not apply. Instead, the following shall apply.

i. Permitted exterior materials shall include EIFS, synthetic stucco, cultured stone, brick, stone, wood, fiber cement or comparable materials including, but not limited to, prefinished metal siding, translucent acrylic panels and decorative screening.

D. To the extent that the architectural standards set for in this Section conflict with the requirements of the Chatham Hills PUD Ordinance or the UDO, the standards of this Amendment shall prevail.

3.2 Landscaping Standards.

A. External Street Frontage Landscaping Requirements. Article 6.8(M) shall not apply to the District.

B. Buffer Yard Requirements. Article 6.8(N) shall not apply to the District.

Section 4. Duration. Failure to obtain approval of an amended Secondary Plat for the Real Estate by June 1, 2027 (unless otherwise extended by the Director) shall automatically void this Amendment and cause the zoning classification of the Real Estate to revert to the AG-SF1 District.

Section 5. Severability. If any term or provision of this Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Amendment will not be affected.

ALL OF WHICH IS ORDAINED/RESOLVED THIS 13th DAY OF June, 2022.

WESTFIELD CITY COUNCIL

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

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 22-15** was delivered to the Mayor of Westfield on the 24th day of June, 2022, at 9:30 A m.

Cindy Gossard

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-15**

this 24th day of June, 2022.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-15**

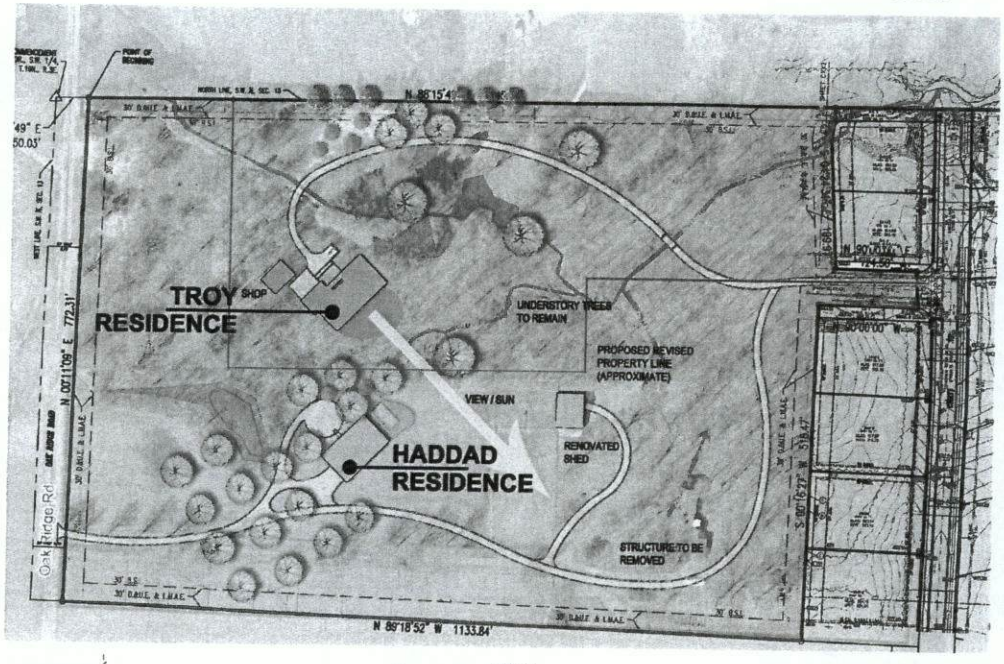
this _____ day of _____, 2022.

J. Andrew Cook, Mayor

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

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

EXHIBIT "A"



HADDAD RESIDENCE
TROY RESIDENCE
OAK RIDGE ROAD, WESTFIELD, INDANA

1118' - 6"
SITE PLAN
SCALE: NTS=1'-100" @ 11X17

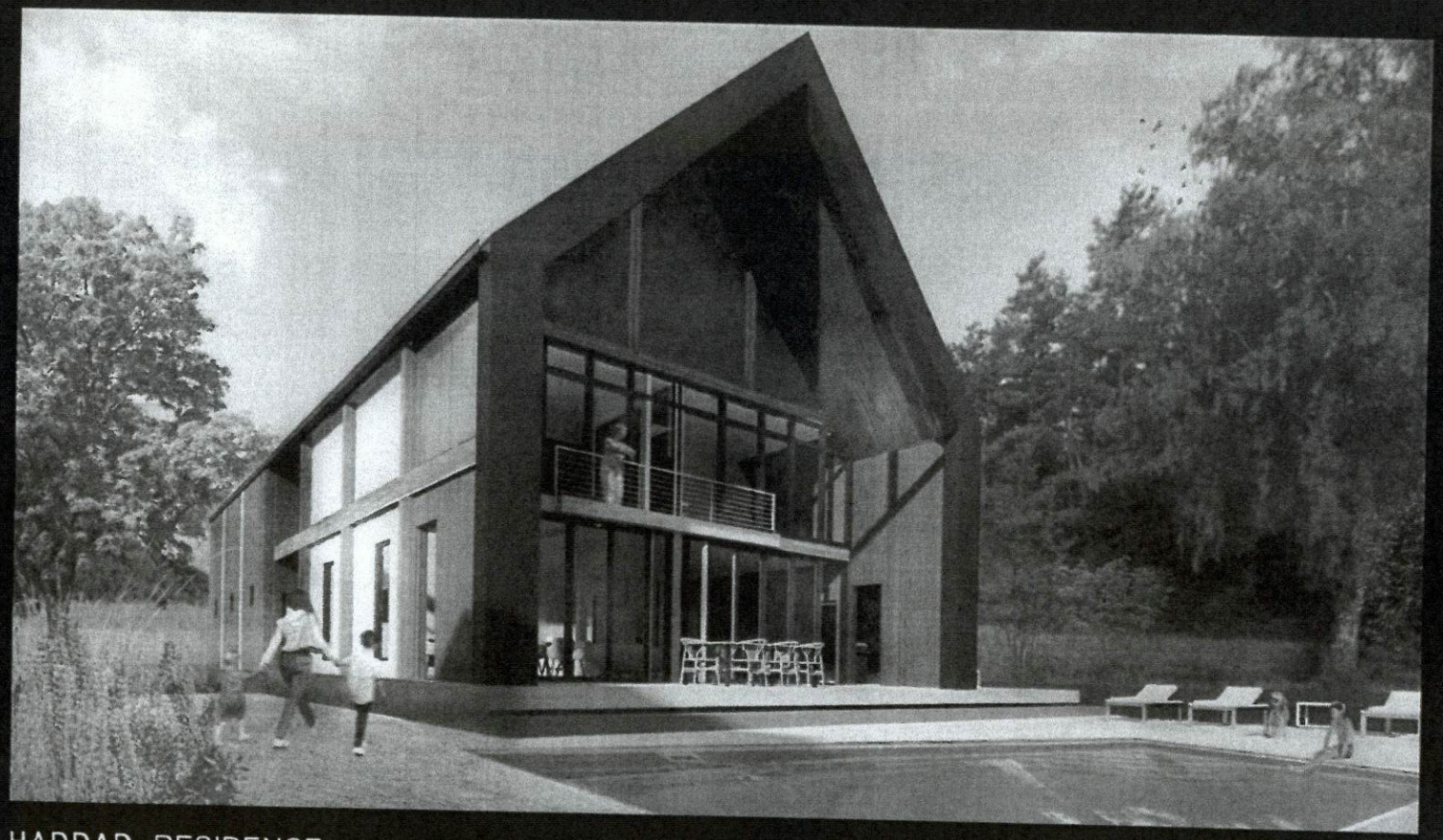
2021-08-31 | 30 NOVEMBER 2021
02 APRIL 2022

DAVID RAUSCH STUDIO
Architecture & Interiors
THE ART of BUILDING™

EXHIBIT "B"

"Illustrative Character Exhibit"

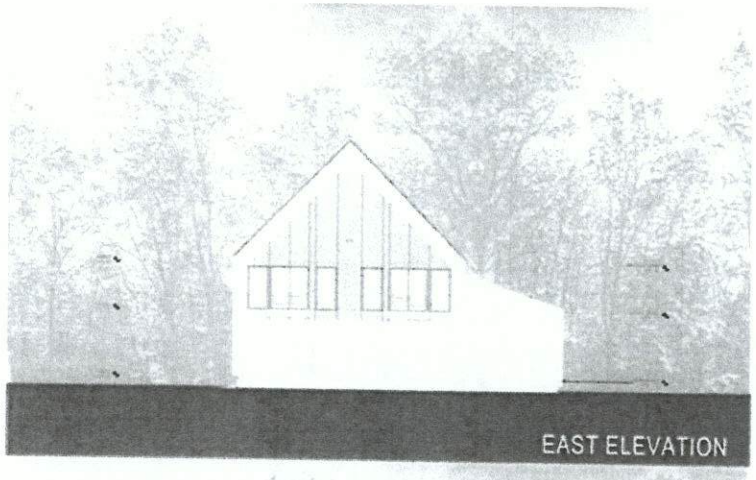
The Illustrative Character Exhibits appear on the following eight (8) pages of this ordinance

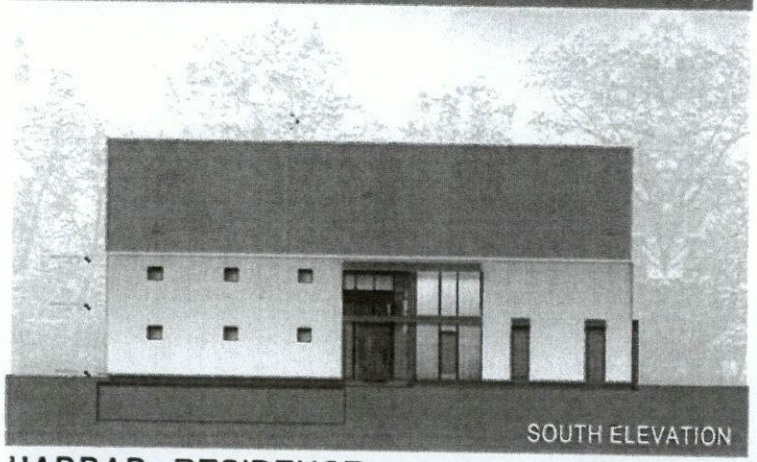


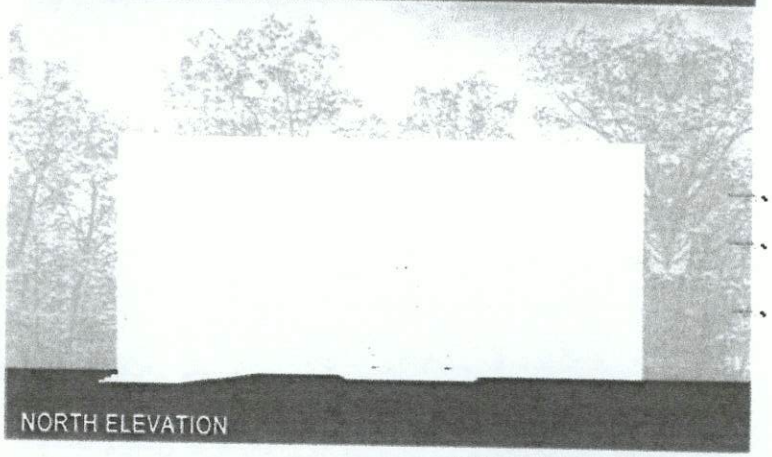
HADDAD RESIDENCE
OAK RIDGE ROAD, WESTFIELD, INDIANA

VIGNETTE | EAST ELEVATION
NOT TO SCALE
31 AUGUST 2021
02 APRIL 2022

DAVID RAUSCH STUDIO
Architecture & Interiors
"THE ART of BUILDING"







HADDAD RESIDENCE
OAK RIDGE ROAD, WESTFIELD, INDIANA

ELEVATIONS
SCALE: 1/16" = 1'=0"

31 AUGUST 2021 | 30 NOVEMBER 2021
02 APRIL 2022

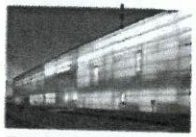
DAVID RAUSCH STUDIO
Architecture & Interiors
THE ART OF BUILDING

GLAZED BRICK FOUNDATION

STANDING SEAM METAL SIDING AND ROX

TRANSLUCENT ACRYLIC FACADE

MULTI-SLIDE GLASS DOOR



TRANSLUCENT ACRYLIC FACADE

TILT AND TURN WINDOW

HEAVY TIMBER STRUCTURE

MASONRY

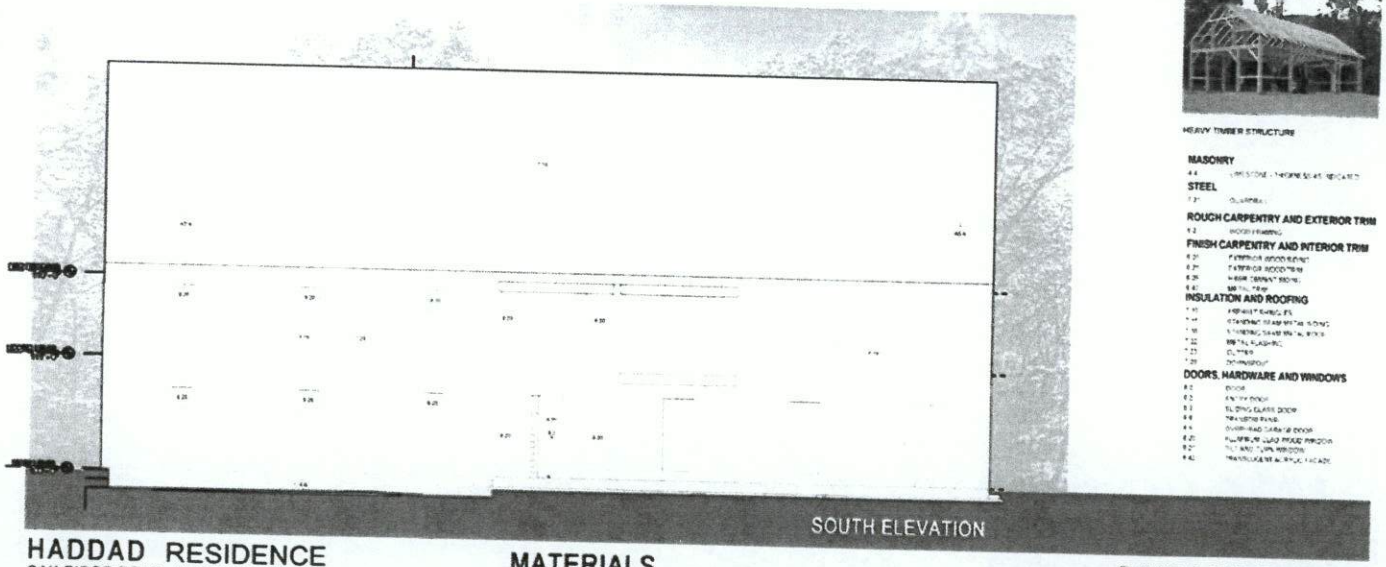
STEEL

ROUGH CARPENTRY AND EXTERIOR TRIM

FINISH CARPENTRY AND INTERIOR TRIM

INSULATION AND ROOFING

DOORS, HARDWARE AND WINDOWS



SOUTH ELEVATION

HADDAD RESIDENCE

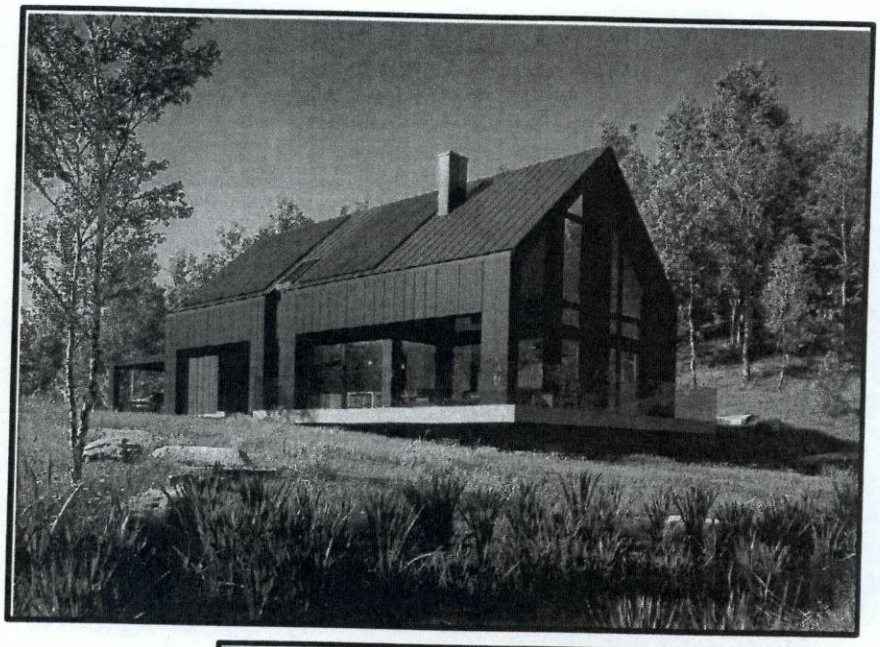
OAK RIDGE ROAD, WESTFIELD, INDIANA

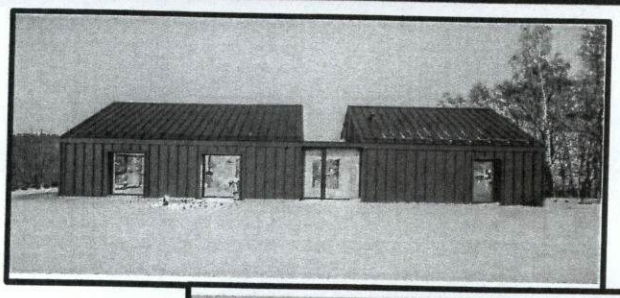
MATERIALS

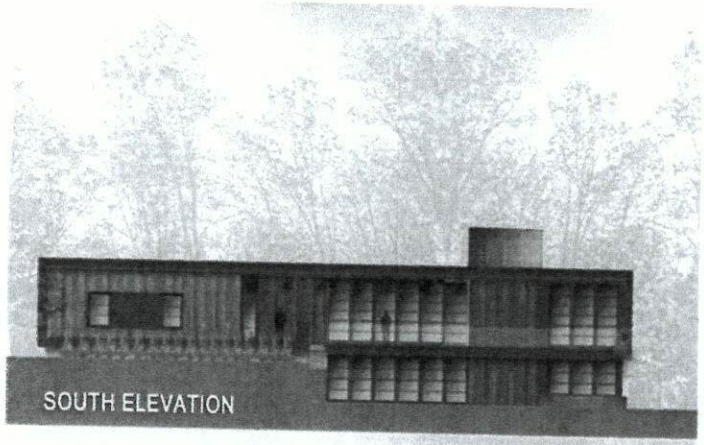
SCALE: 1/8" = 1'=0"

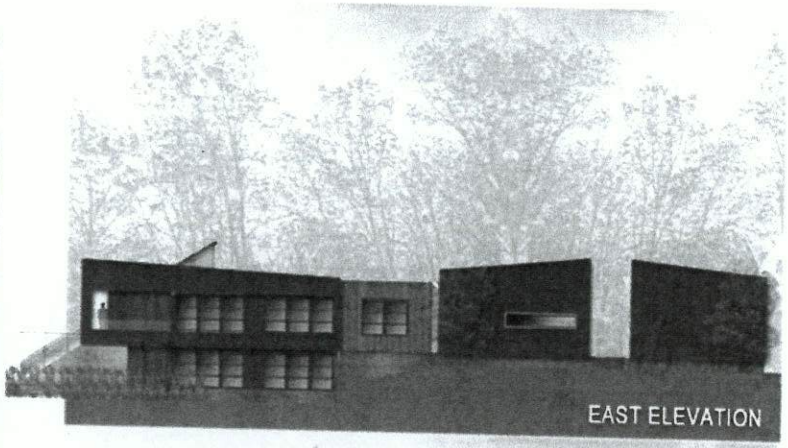
31 AUGUST 2021 30 NOVEMBER 2021
02 APRIL 2022

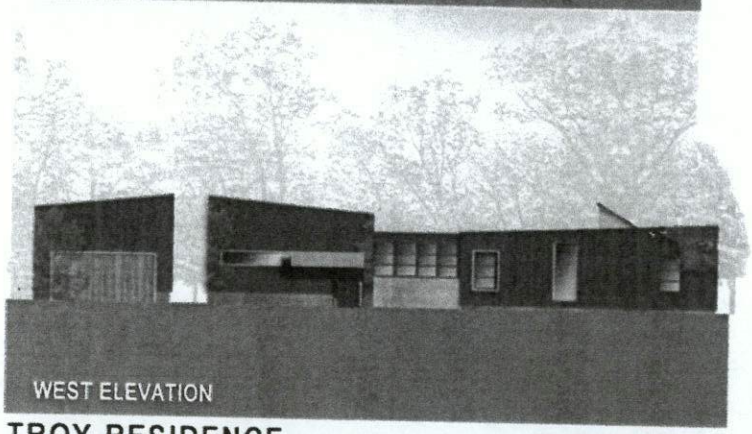
DAVID RAUSCH STUDIO
Architecture & Interiors
"THE ART of BUILDING"











TROY RESIDENCE
OAK RIDGE ROAD, WESTFIELD, INDIANA

ELEVATIONS
SCALE: 1/16" = 1'=0"

31 AUGUST 2021 | 30 NOVEMBER 2021
02 APRIL 2022

DAVID RAUSCH STUDIO
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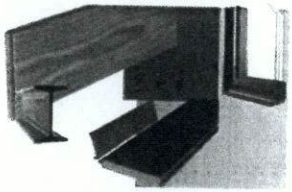
EXPOSED CONCRETE

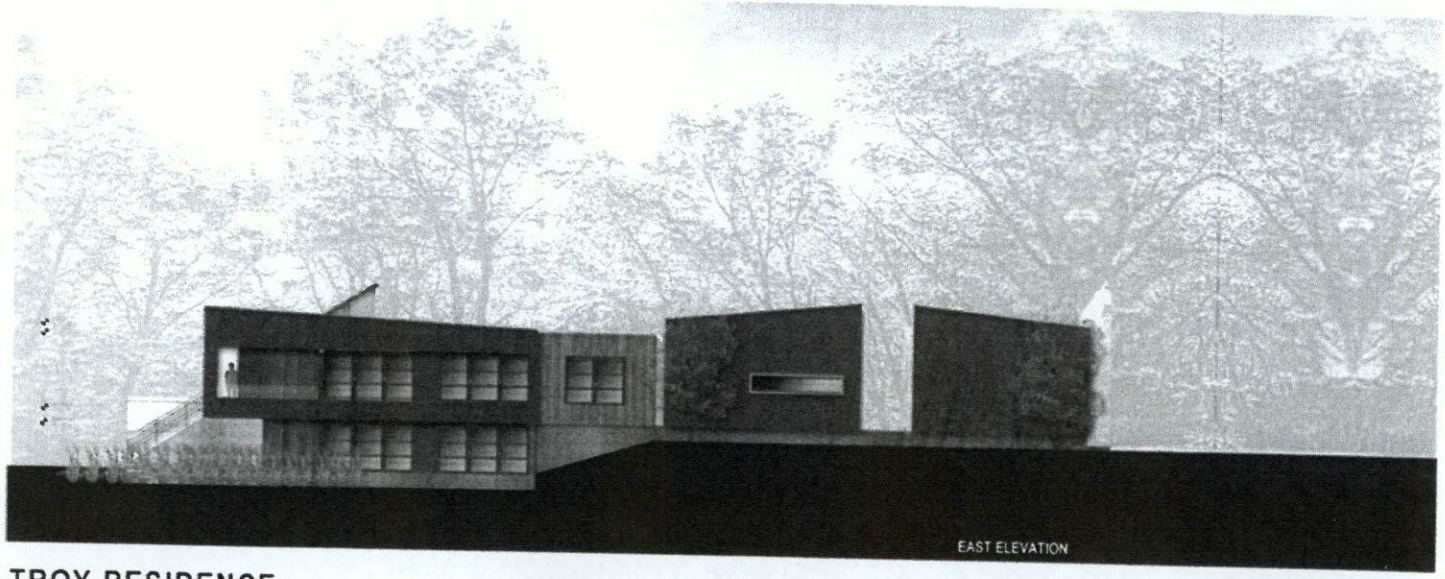
THERMALLY MODIFIED ASH 1X6 SIDING

SHOU SUGI BAN SIDING

MULTI SLIDE GLASS DOOR

TILT & TURN ALUMINUM CLAD WINDOWS





EAST ELEVATION

TROY RESIDENCE

OAK RIDGE ROAD, WESTFIELD, INDIANA

MATERIALS

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

31 AUGUST 2021 | 30 NOVEMBER 20021

02 APRIL 2022

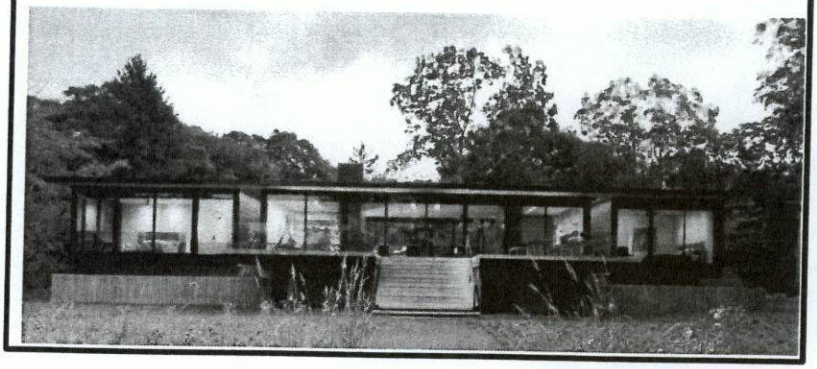
DAVID RAUSCH STUDIO

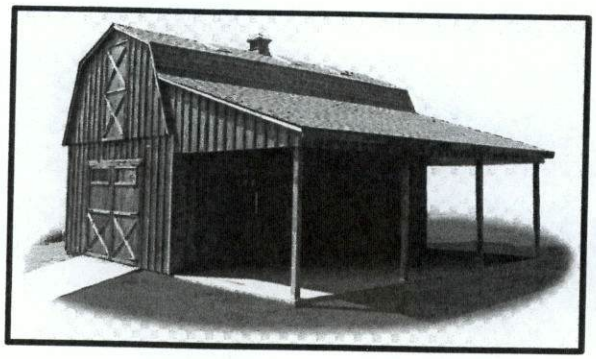
Architecture & Interiors

"THE ART OF BUILDING"

SOUTH ELEVATION

WEST ELEVATION





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HAMILTON County Recorder IN
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ORDINANCE 22-19

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

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

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

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

WHEREAS, on June 6, 2022, the Westfield-Washington Township Advisory Plan Commission forwarded Petition No. 2205-ZOA-01 to the Council with a favorable recommendation in accordance with Indiana Code § 36-7-4-607; and

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

Section 1. **Article 3 Administration** shall be amended as follows:

A. **Article 3.1 General Administration** shall be amended as follows:

A. **Schedule of Meeting and Filing Dates:** The Department shall maintain an annual Schedule of Meeting and Filing Dates for the Technical Advisory Committee, Plan Commission, Plat Committee, and Board of Zoning Appeals. Modifications of filing dates are contemplated if determined reasonable by the Department. The existence of this calendar shall not be interpreted as prohibiting special meetings or changes of meeting dates by the Technical Advisory Committee, Plan Commission, Plat Committee, or Board of Zoning Appeals. The Schedule of Meeting and Filing Dates shall be made available in the office of the Department.

B. **Article 3.4(B)(9) Director of the Department; Duties** shall be relocated to 3.4(B)(10) and a new subsection shall be added as follows: "Approve or

COPY

deny Secondary Plats and amendments to Secondary Plats (see also Article 10.12 Subdivision)."

C. **Article 3.6 Plan Commission** shall be amended as follows: "The powers and duties of the Westfield-Washington Township Advisory Plan Commission (the "Plan Commission") are defined by Indiana law and are generally described below. The Plan Commission may delegate its authority to the Department or a committee, including a plat committee, to perform ~~ministerial~~ acts ~~exempt where final action of the Plan Commission is necessary~~ in accordance with Indiana law.

D. **Article 3.6(A)(7) Plan Commission; Duties** shall be deleted: "~~7. Approve or deny plats or replats of Subdivisions (see also Article 10.12 Subdivision).~~"

E. **Article 3.6(A)(9) Plan Commission; Duties** shall be amended as follows:

"Approve or deny Detailed Development Plans and Major ~~a~~Amendments to Detailed Development Plans (see also Article 10.7 Development Plan Review)."

F. **Article 3.7 Technical Advisory Committee** shall be relocated to 3.8. A new Article, titled **Plat Committee**, shall be added as follows: "A Plat Committee shall be appointed and have all authority as outlined in I.C. § 36-7-4-701, *et. al.*"

A. **Duties:** Duties should be interpreted as activities that are obligations and generally include:

1. Approve or deny Primary Plats and Major Amendments to Primary Plats (see also Article 10.12 Subdivision).

2. Approve or deny Overall Development Plans and Major Amendments to Overall Development Plans (see also Article 10.7 Development Plan Review).

3. Other Duties as permitted by Indiana Law or that may be delegated by the Plan Commission.

Section 2. **Article 7.3(C) Subdivision Standards** shall be amended as follows:

A. **Principles and Standards of Design; Subdivision Control Waivers** shall be amended as follows: "**Subdivision Control Waivers:** The ~~Plan Commission~~ Plat Committee, in its discretion, may grant a waiver from standards required by CHAPTER 8: DESIGN STANDARDS of this Ordinance. Such waiver shall be entered into the minutes of the ~~Plan Commission~~ Plat Committee together with the reasoning for the departure

from the required standards. As a condition of granting a waiver, a commitment may be made in accordance with Article 10.6 Commitments. A waiver may only be granted upon finding that:"

B. **Article 7.4 (H) Plat Certificates and Deed of Dedication; Plat Committee Certificate** shall be added as follows:

> The Primary Plat complies with all applicable standards of the Unified Development Ordinance and any Planned Unit Development District Ordinance that applies to the real estate.
>
> _____
> (Name), President
>
> _____
> (Name), Secretary

C. **Article 7.5 Chapter Amendment Log** shall be relocated to Article 7.6. A new Article, titled **Right to Appeal**, shall be added as follows: "An applicant or other interested party may appeal to the plan commission the primary approval or disapproval of a plat, or the imposition of a condition on primary approval by the plat committee, in accordance with section Indiana Code § 36-7-4-708. "

Section 3. **Article 10.7 Processes & Permits; Development Plan Review** shall be amended as follows:

A. **Article 10.7(A)Authority** shall be amended as follows: "**Authority:** A Development Plan review process, as set forth herein, is hereby established to ensure adherence to the standards of this Ordinance. Development Plan applications shall be generally considered favorably by the Plan Commission, Plat Committee, and Department."

B. **Article 10.7(C) Applicability** shall be amended as follows:

C. **Applicability:** The Development Plan review process shall be required prior to Development in all Zoning Districts, except as exempted by Article 4.2(J), as set forth herein.~~be necessary prior to any: (i) new construction; (ii) building additions; (iii) new or expanded surface Parking Areas; (iv) new or expanded impervious surface areas; (iv) renovation or improvements to a previously approved development plan; (v) exterior building renovations; or, (vi) any other improvements that require an Improvement Location Permit.~~

1. ~~Exception: Individual Single-family Dwellings shall not require Detailed Development Plan approval in accordance~~

~~with this Article; rather, the Building Permit review process (see also Article 10.8 Improvement Location Permit) shall serve as the Detailed Development Plan.~~

1. Overall Development Plan: An Overall Development Plan is required for Single-family Attached and Single-family Detached Major Subdivisions. The purpose of the Overall Development Plan is to preliminarily divide property into Lots, Blocks, or Common Areas and to ensure compliance with the standards of this Ordinance with regard to Lots (e.g., size, access, general building envelopes), Common Areas (e.g., perimeter landscaping, amenities shared signage) and shared infrastructure (e.g., drives, streets, cross-access, utilities, drainage). An Overall Development Plan does not include the review of the site layout or building design of individual building Lots; rather, it is intended to generally review Lots, Common Areas, public spaces and shared infrastructure so that adequate consideration is given to ensure a coordinated Development prior to subdividing the property.

2. Detailed Development Plan: A Detailed Development Plan is required prior to Development of (i) Multi-family Dwellings; (ii) Nonresidential Uses; (iii) Common Areas that were not otherwise reviewed with an approved Overall Development Plan; and (iv) Development Amenities which include a Building. The purpose of the Detailed Development Plan is to clearly define all construction matters and special conditions such as construction techniques, specific building locations and design (e.g., architecture), and specific site design (e.g., landscaping, parking, signage, lighting) for an individual Lot or Block.

3. Transition Rules:
   a. Previously Approved Development Plans: A development plan or site plan approved by the Plan Commission prior to the adoption of this Ordinance shall be deemed to be an approved Detailed Development Plan; except for development plans approved by the Plan Commission for single-family developments, which shall be deemed as approved Overall Development Plans.

   b. Existing Lots without Approved Development Plans or Site Plans: New improvements or changes to existing improvements on a Lot which has lawfully developed, but did not receive approval of a

development plan or site plan by the Plan Commission, shall require Detailed Development Plan approval, pursuant to this Article. Overall Development Plan approval shall only be required in this case if the proposed developments results in a Major Subdivision.

C. **Article 10.7(D) Approvals Required** shall be amended as follows:

D. **Approving Authority ~~als Required:~~** ~~The approval of a Development Plan is a two-step process that includes the approval of an Overall Development Plan and the approval of a Detailed Development Plan, as set forth herein.~~ The approval or disapproval of ~~both~~ an Overall Development Plan is hereby delegated to the Plat Committee. ~~and~~ The Approval or disapproval of a Detailed Development Plan is hereby delegated to the Plan Commission.

~~1. The purpose of the Overall Development Plan is to preliminarily divide property into Lots, Blocks or Common Area and to ensure compliance with the standards of this Ordinance with regard to Lots (e.g., size, access, general building envelopes), Common Areas (e.g., perimeter landscaping, shared signage) and shared infrastructure (e.g., drives, streets, cross-access, utilities, drainage). An Overall Development Plan does not include the review of the site layout or building design of individual building Lots; rather, it is intended to generally review Lots, Common Areas, public spaces and shared infrastructure so that adequate consideration is given to ensure a coordinated development prior to subdividing the property.~~

~~2. The purpose of the Detailed Development Plan is to clearly define all construction matters and special conditions such as construction techniques, specific building locations and design (e.g., architecture), and specific site design (e.g., landscaping, parking, signage, lighting) for an individual Lot or Block.~~

D. **Article 10.7(E) Development Plan Review Criteria** shall be amended as follows: "**Development Plan Review Criteria:** Development Plans shall comply with and be reviewed by the Plan Commission or Plat Committee upon finding that the Development Plan is in compliance with the following requirements:"

E. **Article 10.7(F) Overall Development Plan Approval Process** shall be amended as follows:

1. Application Procedures:

a. Pre-Filing Conference: A pre-filing conference with the Department is required prior to the filing of any Development Plan application. The Applicant is encouraged to incorporate the Department's comments into the design of the project prior to the filing the application.

b. Who May File: Applications may be filed by a petition signed by the Property Owners of the real estate involved in the petition, or the Property Owner's authorized agent. If an authorized agent, then a consent form signed by the Property Owner and notarized shall accompany the application.

c. Filing Deadline: Applications shall be filed in accordance with the Schedule of Meetings and Filing Deadlines. The Applicant shall be responsible for distributing a copy of the application and Development Plan to members of the Technical Advisory Committee.

d. Forms of Filing: An Applicant shall submit a completed application to the Department on forms provided by the Department with documentation and supporting information as set forth in this Article.

e. Specifying Waiver Request: All Overall Development Plans shall specify and detail any waivers requested pursuant to Article 7.3 Principles and Standards of Design. Any waiver of standard shall not be considered unless specifically requested and presented to the ~~Plan Commission~~ Plat Committee for its consideration, even if it is otherwise identified on the Development Plan."

f. Docketing by Department: Each Development Plan filed shall be reviewed for completeness. All Development Plans which are determined to be in proper form pursuant to the guidelines established by the Department shall be numbered and docketed by the Department for an initial hearing by the ~~Plan Commission~~ Plat Committee.

2. Investigation of Petitions: The Technical Advisory Committee may review any Development Plan, at the Director's determination, prior to the ~~Plan Commission's~~ Plat Committee's consideration. The Department may submit a written report to the ~~Plan Commission~~ Plat Committee stating any facts concerning the physical characteristics of the area involved in the Development Plan, together with a recital of surrounding land

use and public facilities available to service the area, or other pertinent facts. The report may also contain opinions of the Department concerning the proposal contained in the Development Plan and a report from members of the Technical Advisory Committee. A copy of such statement shall be made available to the Applicant and all remonstrators of record, if any.

3. Amendments Prior to Public Hearing: Amendments to a Development Plan to be considered at the public hearing must be received by the Department in accordance with the Schedule of Meeting and Filing Deadlines, to allow for the Department's written report to include comments and recommendations related to plans that may have been amended in response to comments provided by the Department or the Technical Advisory Committee. If the Director determines amendments made are beyond those necessary to comply with the recommendations of the Department or the Technical Advisory Committee, then the Director may continue the public hearing and require the amended plans to be reviewed again by the Department and/or the Technical Advisory Committee.

4. Public Hearing and Notice: A public hearing by the ~~Plan Commission~~ Plat Committee shall be required for any Overall Development Plan and notification for the scheduled public hearing shall be completed consistent with the requirements of the Rules of Procedure of the Plan Commission and the Schedule of Meeting and Filing Deadlines. Any Development Plan which has been delegated to the Director for approval may occur without public notice and without a public hearing.

5. Amendments Proposed at Public Hearing: An Applicant may make amendments to an Overall Development Plan pending determination by the ~~Plan Commission~~ Plat Committee at any time prior to a vote being called for by the ~~Plan Commission~~ Plat Committee. If, in the sole discretion of the ~~Plan Commission~~ Plat Committee, the proposed amendment is of such a nature that additional time is needed for review, then the ~~Plan Commission~~ Plat Committee may continue its consideration in accordance with the Rules of Procedure of the Plan Commission. If amendments are presented by the Applicant and agreed to by the ~~Plan Commission~~ Plat Committee at the public hearing, then revised plans indicating all amendments approved by the ~~Plan Commission~~ Plat Committee shall be filed with the Department prior to the application of a ~~Detailed Development Plan~~ Secondary Plat.

6. ~~Plan Commission~~ Plat Committee Action: The ~~Plan Commission~~ Plat Committee will ~~then hold the public hearing and~~ review the application and required information and take action on the petition in accordance with this Ordinance, Indiana law, and the Rules of Procedure of the Plan Commission.

7. Amendments to Approved Overall Development Plan: Changes to an Overall Development Plan which has already received approval by the ~~Plan Commission~~ Plat Committee shall be subject to this section.

   a. Minor Amendments: If the Director determines a change to an approved Overall Development Plan is not a Major Amendment, then the change shall be deemed a Minor Amendment. Minor Amendments may be approved ~~as part of the Detailed Development Plan or Improvement Location Permit~~ administratively without a public hearing.

   b. Major Amendments: If the Director determines a change to an approved Overall Development Plan is a Major Amendment, then the Applicant shall be required to file a new application of an amendment to the Overall Development Plan, which shall follow the procedures set forth in this Article for the initial approval of the Overall Development Plan.

8. Appeals of Determinations by Director: Any determination of the Director made under the authority of this Article may be appealed by any interested party to the Plan Commission. Such letter shall request a hearing on the matter by the Plan Commission at the Plan Commission's next regularly scheduled meeting for which published notice of the appeal pursuant to I.C. 5-3-1 can be provided. Further, appeals of the Plan Commission's determination may be made in accordance with Article 10.3 Appeals of Administrative Decisions.

F. **Article 10.7(G)(3) Detailed Development Plan Approval; Plan Commission Action** shall be amended as follows: "Plan Commission Action: Following the Applicant's submittal of revised copies of the Detailed Development Plan, the Plan Commission shall review and take action on the petition in accordance with the Ordinance, Indiana law, and the Rules of Procedure of the Plan Commission without a public hearing. If the Detailed Development Plan complies with this Ordinance ~~and is substantially consistent with the approved Overall Development Plan~~, then the Plan Commission shall approve the Detailed Development Plan. If the Detailed

Development Plan is disapproved, then the Director shall set forth the reasons accordingly in writing and provide the Applicant with a copy.

G. **Article 10.7(H) Application Documentation and Supporting Information** shall be amended as follows: "**Application Documentation and Supporting Information:** All applications for Development Plan approval shall include the documentation and supporting information set forth herein. Other information as deemed necessary to support a thorough review of the project may be requested in writing by the Plan Commission, Plat Committee, or Director. The Director, in its sole discretion, may, in writing, waive or relax any of the documentation required which is not relevant or is deemed unnecessary for a thorough review of the development."

H. **Article 10.7(H)(1) Application Documentation and Supporting Information; Development Plan Scope** shall be amended as follows: "Development Plan Scope: An Overall Development Plan shall include those details applicable to the overall development, shared or Common Areas, shared infrastructure, and other areas deemed appropriate by the Director or ~~Plan Commission~~ Plat Committee in order that adequate consideration is given to ensure a coordinated development prior to subdividing the property. A Detailed Development Plan shall include all details specific to the individual Lot that is the subject of the application."

I. **Article 10.7(H)(4) Application Documentation and Supporting Information; Landscape Plan** shall be amended as follows: "Landscape Plan: A Landscape Plan in accordance with Article 6.8 Landscaping Standards, shall be required as part of any Development Plan. Landscape Plans for Overall Development Plans shall generally detail Tree Preservation Easements, perimeter areas, Buffer Yards, Common Areas, entryways, Street Trees, and any other Open Space as deemed appropriate by the ~~Plan Commission~~ Plat Committee or Director. Landscape Plans for a Detailed Development Plan shall generally be site or Lot specific showing compliance with Tree Preservation Easements, Parking Area areas, Buffer Yards, Street Trees, and on-site or foundation requirements."

J. **Article 10.7(H)(10) Application Documentation and Supporting Information; Traffic Impact Study** shall be amended as follows: "Traffic Impact Study: A Traffic Impact Study may be required to be conducted at the discretion of ~~the Director,~~ the Department of Public Works Director~~, or the Plan Commission~~. If a Traffic Impact Study is required, then it shall be prepared by a registered professional engineer and shall evaluate the impact of present and future traffic generated by the proposed development on the adjacent roadway system. Prior to commencement, an Applicant shall meet with the Department to determine the appropriate scope for the study."

Section 4. **Article 10.9 Processes & Permits; Planned Unit Development Districts** shall be amended as follows:

A. **Article 10.9(B) Required Approvals** shall be amended as follows: "**Required Approvals:** A Planned Unit Development District requires the following approvals, unless otherwise exempted in this Ordinance:"

B. **Article 10.9(D) Development Plan Approval** shall be amended as follows: "**Development Plan Approval:** ~~Overall D~~evelopment Plan ~~and Detailed Development Plan Review~~ approval, as set forth in Article 10.7 Development Plan Review, shall be required for all PUD Districts. Development Plans shall conform to the approved PUD District Ordinance and this Ordinance."

C. **Article 10.9(E) Permits** shall be amended as follows: "**Permits:** No permit of any kind shall be issued for any purpose within a PUD District except in accordance with the approved ~~Detailed~~ Development Plan, and after acceptance by the City of all required guarantees for improvements pursuant to this Ordinance."

Section 5. **Article 10.12 Processes & Permits; Subdivision** shall be amended as follows:

A. **Article 10.12(A) Authority** shall be amended as follows: "**Authority:** This Article establishes the process for the subdivision of land in accordance with CHAPTER 7: SUBDIVISION REGULATIONS, to ensure adherence to the standards of this Ordinance. Subdivision applications shall be generally considered favorably by the ~~Plan Commission~~ Plat Committee and Department."

B. **Article 10.12(C)(1) Approval Process** shall be amended as follows:

1. Major Subdivision: The approval of a Major Subdivision is a two-step process that includes the approval of a Primary Plat and the approval of a Secondary Plat, as set forth herein. The approval or disapproval of a Primary Plat is hereby delegated to the ~~Plan Commission~~ Plat Committee. After a Primary Plat has been approved, a property is eligible for Secondary Plat approval. The approval or disapproval of a Secondary Plat is hereby delegated to the Director.

2. Minor Subdivision: The approval of a Minor Subdivision is a one-step process that includes the approval of a "Minor Subdivision Plat" depicting the details of a Secondary Plat, as set forth herein. The approval or disapproval of a Minor Subdivision is hereby delegated to the Director and shall follow the process and requirements set forth herein for a Secondary Plat. ~~This type of subdivision may be used one time for the~~

~~subdividing of a parent parcel. Additional subdivisions of a parent parcel shall require approval as a Major Subdivision.~~

C. **Article 10.12(D) Requirement for Development Plan Approval** shall be deleted: "~~**Requirement for Development Plan Approval:** Approval shall not be granted to any Primary Plat unless an Overall Development Plan has been approved prior to or contemporaneous with the Primary Plat. Approval shall not be granted to any Secondary Plat unless a Detailed Development Plan has been approved prior to or contemporaneous with the Secondary Plat. See also Article 10.7 Development Plan Review.~~"

D. **Article 10.12(E)(1) Application Procedures; Pre-Filing Conference** shall be amended as follows: "Pre-Filing Conference: A pre-filing conference with the Department is required prior to the filing of any Primary ~~or~~ and the first Secondary Plat application for a Subdivision. The Applicant is encouraged to incorporate the Department's comments into the design of the project prior to filing the application."

E. **Article 10.12(E)(5) Application Procedures; Specifying Waiver Request** shall be amended as follows: "Specifying Waiver Request: All Primary Plats shall specify and detail any waivers requested pursuant to Article 7.3 Principles and Standards of Design. Any waiver of standard shall not be considered unless specifically requested and presented to the ~~Plan Commission~~ Plat Committee for its consideration, even if it is otherwise identified on the Primary Plat."

F. **Article 10.12(F) Primary Plat Approval** shall be amended as follows:

1. Phasing: A Primary Plat may include all or only part of a larger overall development (e.g., Planned Unit Development, Nonresidential Center); however, a Primary Plat shall include, at a minimum, the entire parent tract being subdivided, unless otherwise deemed unnecessary by the Director or ~~Plan Commission~~ Plat Committee. The purpose of this requirement is to avoid the creation of a remainder parcel(s) that does not comply with this Ordinance or that does not allow for the orderly development of the remainder parcel.

2. Docketing by Department: Each Primary Plat application filed in accordance with this Article shall be reviewed for completeness. All Primary Plat applications determined to be in proper form pursuant to the guidelines established by the Department shall be numbered and docketed by the Department for a public hearing by the ~~Plan Commission~~ Plat Committee.

3. Investigation of Petitions:

a. The Technical Advisory Committee may review any Primary Plat prior to the ~~Plan Commission's~~ Plat Committee's consideration.

b. The Department may submit a written report to the ~~Plan Commission~~ Plat Committee stating any facts concerning the physical characteristics of the area involved in the Primary Plat, together with a recital of surrounding land Use and public facilities available to service the area, or other pertinent facts. The report may also contain opinions of the Department concerning the proposal contained in the Primary Plat and a report from members of the Technical Advisory Committee. A copy of such statement shall be made available to the Applicant and all remonstrators of record, if any.

4. Public Hearing: A public hearing by the ~~Plan Commission~~ Plat Committee, in accordance with the Schedule of Meeting and Filing Dates, shall be required for any Primary Plat and notification for the scheduled public hearing shall be completed consistent with the requirements of the Rules of Procedure of the Plan Commission.

5. ~~Plan Commission~~ Plat Committee Action: The ~~Plan Commission~~ Plat Committee will then hold the public hearing and review the application and required information and take action on the petition in accordance with this Ordinance, Indiana law, and the Rules of Procedure of the Plan Commission.

6. Effect of Approval: Approval of a Primary Plat shall not authorize the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for such permits or approvals as may be required, which may include but are not limited to approval of a Secondary Plat, Detailed Development Plan, Improvement Location Permit, Building Permit and a Certificate of Occupancy.

G. **Article 10.12(G)(2) Secondary Plat Approval; Phasing** shall be amended as follows: "Phasing: A Secondary Plat may include all or only a part of the Primary Plat which has received approval; however, a Secondary Plat shall include, at a minimum, the entire parent tract being subdivided, unless otherwise deemed unnecessary by the Director. The purpose of this requirement is to avoid the creation of a remainder parcel(s) that does not comply with this Ordinance or that does not allow for the orderly development of the remainder parcel."

H. **Article 10.12(G)(2) Secondary Plat Approval; Time Limitation** shall be amended as follows: "Time Limitation: An Applicant may submit an

application for Secondary Plat approval within the time provided for appeal under I.C. 36-7-4-708; however, approval of a Secondary Plat shall not be granted until ~~thirty (30) days after the approval of a Primary Plat~~ said appeal period has lapsed."

Section 6. **Article 10.15 Processes & Permits; Zoning Map Changes (Rezones)** shall be amended as follows:

A. **Article 10.15(F)(4)** shall be deleted: "~~Possible Action: Following the public hearing, the Plan Commission may either forward the application to the Council with a favorable recommendation, an unfavorable recommendation, or no recommendation in accordance with Indiana Code; or continue the request to a subsequent Plan Commission meeting.~~"

B. **Article 10.15(G) Continuances**: shall be replaced as follows:

~~G. "Continuances: The application may be continued by the Plan Commission based on a request by the Director, Applicant, remonstrator, or interested party; an indecisive vote, or a determination by the Plan Commission that additional information is required prior to action being taken on the request. The continuing of all applications and any potential additional legal notice shall be consistent with the Rules and Procedures of the Plan Commission."~~

G. "Workshop: Following the Public Hearing, the application will appear as a workshop item at a subsequent Plan Commission meeting. This requirement can be waived by the Plan Commission by a majority vote following the Public Hearing."

H. **Article 10.15(H) Certification**, **Article 10.15(I) Council Action**, and **Article 10.15(J) Decision Criteria** shall be relocated to 10.15(I), 10.15(J), and 10.15(K), respectively. A new section, titled **Plan Commission Action**, shall be added as follows: "H. Plan Commission Action: Following the public hearing, and workshop if not waived in accordance with Article 10.15(G), the Plan Commission may either forward the application to the Council with a favorable recommendation, an unfavorable recommendation, or no recommendation in accordance with Indiana Code.

Section 7. **Article 12.1 Definitions** shall be amended as follows:

A. Add new definitions to read as follows:

1. Dwelling: A Building containing one or more Dwelling Units, excluding Hotels, Motels, and Boarding Houses.

2. Dwelling, Single-family Attached: A Duplex Dwelling, Triplex Dwelling, Quadraplex Dwelling, or Townhouse Dwelling as defined by this Ordinance.

3. Plat Committee: The Westfield-Washington Township Plat Committee.

B. Modify the following definitions as follows:

1. Amendment, Major: A proposed modification(s) to a previously approved development plan that is determined by the Director to adversely impact the purpose or intent of a previously approved Primary Plat or development plan. Example modifications may include: (i) an increase in the buildable area or number of Lots; (ii) an increase in impervious surface area or intensity of a Use; (iii) a reduction in the width of or number of plantings in a perimeter yard (e.g., buffer yard, external street frontage landscaping); or (iv) changes in standards or alignment of Streets or circulations, including additional driveways, Rights-of-way or access points.

2. Amendment, Minor: A proposed modification(s) to a previously approved Primary Plat or development plan that is not a Major Amendment.

3. Development Plan: An Overall Development Plan or Detailed Development Plan as defined by this Ordinance.

4. Dwelling, Single-family Detached: A building containing one (1) Dwelling Unit being a minimum of twenty-three (23) feet wide, which does not share a common wall with any other Dwelling Unit and is surrounded on all sides by outside areas located on the same Lot (e.g., detached building)."

5. Dwelling, Townhouse: A Dwelling Unit with a private entrance, which is part of a building with Dwelling Units attached in a linear arrangement, each having more than one story and ~~having a~~ totally exposed front and rear walls, used for access, light, and ventilation.

6. Subdivision, Major: Any Subdivision: (i) which results in two (2) or more smaller Lots or parcels, any of which front on or utilize a Private Street ~~or easement~~ for its only access; or, (ii) the Subdivision is for the purpose of Development (excluding cemeteries) and a new Street is to be dedicated, reserved, or otherwise platted.

7. Subdivision, Minor: A Subdivision within an Agricultural District or Single-family District along an existing Street, not involving the

opening~~, widening,~~ or extension of any Street (public or private), which comply with the applicable Zoning District standards, after the original tract has been completely subdivided.

Section 8. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. All acts undertaken to in creation of this Ordinance are hereby ratified.

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ALL OF WHICH IS ORDAINED THIS 13th DAY OF June, 2022.
WESTFIELD CITY COUNCIL

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

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-19 was delivered to the Mayor of Westfield on the 24th day of June, 2022, at 9:30 A m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-19

this 24th day of June, 2022.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-19

this _____ day of _____, 2022.

J. Andrew Cook, Mayor

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

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

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2022037783 ORDINANCE $25.00
07/29/2022 02:39:05P 32 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE NO. 22-22

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTFIELD, INDIANA, APPROVING A LEASE BETWEEN THE CITY OF WESTFIELD BUILDING CORPORATION, AS LESSOR, AND THE WESTFIELD REDEVELOPMENT COMMISSION, AS LESSEE, AND PLEDGING CERTAIN LOCAL INCOME TAX REVENUES TO THE PAYMENT OF LEASE RENTAL ON SUCH LEASE

WHEREAS, the City of Westfield, Indiana (the "City") has created the Westfield Redevelopment Commission (the "Commission") to undertake redevelopment and economic development in the City in accordance with Indiana Code § 36-7-14 (the "Act"); and

WHEREAS, to foster economic development, Union Square Plaza, LLC (the "Developer"), the City, the City of Westfield Building Corporation (the "Building Corporation"), the Commission, have approved a Development Agreement (the "Development Agreement"), with respect to the construction and equipping by the Developer of a structured parking garage containing approximately 300 parking spaces, garage entrances and exits, ramps, elevators, stairwells, elevator lobbies and all related facilities; and all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof, together with all necessary appurtenances, related improvements and equipment (the "Garage Project"), in or physically connected to the Union Square Allocation Area (the "Union Square Allocation Area") contained in the Grand Junction Economic Development Area; and

WHEREAS, pursuant to the Development Agreement, the City and the Commission have agreed to seek certain incentives for the Garage Project, including the issuance of economic development revenue bonds, and in connection therewith, the Common Council of the City (the "City Council") will consider the issuance of its Taxable Economic Development Lease Rental Revenue Bonds (Union Square Project), in one or more series, in an aggregate principal amount not to exceed Twelve Million Two Hundred Fifty Thousand Dollars ($12,250,000) (the "Bonds") to finance, through the loan of the proceeds thereof to the Building Corporation, all or a portion of the costs of the Garage Project, including capitalized interest on the Bonds, if any, a reserve funded from proceeds of the Bonds or cash on hand, if necessary, and costs of the issuance of the Bonds; and

WHEREAS, the payment of debt service on the proposed Bonds will be provided by the lease rental payments under a lease between the Building Corporation, as lessor, and the Commission, as lessee, the form of which is attached hereto as Exhibit A and incorporated herein by reference (the "Garage Lease"), pursuant to which Lease the Building Corporation will lease the Garage Project to the Commission; and

WHEREAS, the Commission preliminarily approved the form of Lease on May 16, 2022 and set the date of public hearing on the proposed Lease for June 20, 2022, at which the Commission will determine, (i) whether or not the lease rentals provided for under the Lease to be paid to the Building Corporation are fair and reasonable rentals for the proposed Garage Project,

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(ii) whether the services to be provided by the Garage Project will serve the public purpose of the City and are in the best interest of its residents, and (iii) whether the execution of the Lease is necessary and wise, and if so found, will authorize the execution of the Lease; and

WHEREAS, the Hamilton County Income Tax Council has imposed a county option income tax pursuant to Indiana Code 6-3.5-6 (repealed) on the adjusted gross income of Hamilton County, Indiana (the "County") taxpayers, which now has been codified at Indiana Code 6-3.6 (the "LIT Statute") and reclassified as the certified shares component of additional revenue derived from the expenditure rate tax under the LIT Statute (the "LIT"); and

WHEREAS, Indiana Code 6-3.6-9, provides that the revenue derived from the imposition of the LIT shall be distributed monthly to the County and, upon receipt by the County, shall be distributed to the appropriate entities in accordance with the LIT Statute and the allocation ordinances adopted by each adopting body; and

WHEREAS, pursuant to Indiana Code 36-7-14-25.5, the Council is authorized to pledge its monthly distribution of LIT revenues received by the County (the "LIT Revenues") to pay bonds issued under Indiana Code 36-7-14-25.1 or to pay lease rental payments on leases entered into under Indiana Code 36-7-14-25.2; and

WHEREAS, the Westfield Redevelopment Authority has previously issued its (i) County Option Income Tax Lease Rental Revenue Bonds, Series 2016, dated September 29, 2016, currently outstanding in the aggregate principal amount of $23,945,000, and (ii) Local Income Tax Lease Rental Revenue Bonds, Series 2018, dated March 15, 2018, currently outstanding in the aggregate principal amount of $23,785,000 (the "Prior LIT Obligations"); and

WHEREAS, the City Council now desires to pledge the LIT Revenues to the lease rental payments due under the Garage Lease, to the extent revenues generated and collected in the Union Square Allocation Area are insufficient (the "TIF Revenues"); and

WHEREAS, the terms of the Prior LIT Obligations permit the issuance of additional obligations payable from a pledge of LIT Revenues ranking on a parity with the Prior LIT Obligations so long as certain conditions have been met; and

WHEREAS, the City, based on the advice of its financial advisor, has determined that such conditions will be met upon the issuance of the Bonds and that the Garage Lease can therefore be issued on a parity with the Prior LIT Obligations; and

WHEREAS, the City Council has determined that it will be of public utility and benefit to pledge the LIT Revenues to secure the payment of the Garage Lease, on a parity with the Prior LIT Obligations;

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

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Section 1. Findings; Public Benefits. The City Council hereby finds and determines that the Garage Project to be financed through the Garage Lease will be of public utility and benefit in promoting economic development opportunities in the City.

Section 2. Approval of Lease. Pursuant to Indiana Code 36-7-14-25.2, the City Council hereby approves the form of the Garage Lease attached hereto as Exhibit A, with such lease rentals due thereunder in an amount sufficient to pay the debt service on the Bonds, on the following conditions: (a) the maximum term of the Garage Lease shall be twenty-five (25) years; (b) the maximum annual lease payment during the term of the Garage Lease shall be One Million Forty Thousand Dollars ($1,040,000); (c) the maximum rate of interest on the Bonds to finance the Garage Lease shall not exceed six percent (6.0%) per annum; (d) the Bonds may be subject to optional redemption prior to maturity on such dates and on such terms as determined at the time of the sale of the Bonds and approved by the City in the purchase agreement for the Bonds, and may be subject to mandatory sinking fund redemption, all upon the advice of the financial advisor to the City; (e) a portion of the proceeds of the Bonds may be applied to pay capitalized interest on the Bonds if determined to be necessary or appropriate by the City, with the advice of the financial advisor to the City; and (f) a portion of the proceeds of the Bonds or cash on hand may be applied to fund a reserve if determined to be necessary or appropriate by the City, with the advice of the financial advisor to the City.

Section 3. Pledge of LIT Revenues. Pursuant to Indiana Code 36-7-14-25.5, the City hereby pledges the LIT Revenues to the payment of the Garage Lease, on a parity with the Prior LIT Obligations, to the extent the TIF Revenues are insufficient. Except for the pledge of LIT, no other funds of the City are pledged to pay the Garage Lease, and neither the full faith and credit nor the general taxing power of the City is so pledged.

Section 4. Issuance of Parity Obligations. The City reserves the right to authorize and issue bonds or incur additional lease or other obligations entitled to the pledge of LIT Revenues on a parity with the Garage Lease and the Prior LIT Obligations and in accordance with the requirements set forth below ("Parity Obligations"). The authorization and issuance of Parity Obligations shall be subject to the following conditions precedent:

(a) All payments due under the Garage Lease and the Prior LIT Obligations and all payments on any Parity Obligations payable from LIT Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(b) The City shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant (the "Certifier") certifying the amount of the LIT Revenues estimated to be received in each succeeding year shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to the Garage Lease, the Prior LIT Obligations and the proposed Parity Obligations for each respective year during the term of the Garage Lease, the Prior LIT Obligations and the Parity Obligations. In calculating this coverage, the Certifier may take into account any increase in LIT Revenues which has been approved by the County but which has not yet been collected or distributed to the County. The City shall approve and confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the Parity Obligations.

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(c) Payments of any Parity Obligations payable from Pledged LIT Revenues shall be payable semiannually on June 15 and December 15. The terms and conditions of any Parity Obligations shall be set forth in the ordinance or resolution authorizing such Parity Obligations. The City may issue obligations payable from Pledged LIT Revenues on a junior basis to the Union Square Lease Obligations, the Prior LIT Obligations and the Parity Obligations. Any such junior obligations shall be payable semiannually on June 15 and December 15.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption by the City Council and upon compliance with the procedures required by law.

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ADOPTED AND PASSED THIS 13th DAY June, 2022, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For	**Voting Against**	**Abstain**
Scott Willis	Scott Willis	Scott Willis
Jake Gilbert	Jake Gilbert	Jake Gilbert
Joe Edwards	Joe Edwards	Joe Edwards
Scott Frei	Scott Frei	Scott Frei
Mike Johns	Mike Johns	Mike Johns
Troy Patton	Troy Patton	Troy Patton
DocuSigned by: AEF558AD45C540A Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric

ATTEST:

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

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I hereby certify that ORDINANCE 22-22 was delivered to the Mayor of Westfield on the 22 day of June, 2022, at 10:45 A .m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 22-22

this 22 day of June, 2022

at 10:45 A .m.

DocuSigned by:
5A8B97DC3888405...

J. Andrew Cook, Mayor

I hereby VETO Ordinance 22-22

this _____ day of _____, 2022

at ___:___ __.m.

J. Andrew Cook, Mayor

DocuSign Envelope ID: 2F319881-E271-41BD-8048-0DFFF173DDB8

EXHIBIT A

Garage Lease

GARAGE LEASE AGREEMENT

by and between

CITY OF WESTFIELD BUILDING CORPORATION
LESSOR

and

WESTFIELD REDEVELOPMENT COMMISSION
LESSEE

Dated as of _____, 20__

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), entered into as of this _____ day of _____, 20__, by and between the City of Westfield Building Corporation, an Indiana nonprofit corporation ("Lessor"), and the Westfield Redevelopment Commission (the "Lessee" or the "Commission"), the governing body of the City of Westfield Department of Redevelopment, acting for and on behalf of the City of Westfield, Indiana (the "City");

WITNESSETH:

WHEREAS, the Lessor exists for the purpose, among others, of the financing, constructing, acquiring and leasing of buildings and other capital improvements in the City;

WHEREAS, pursuant to Indiana Code 36-7-14 (the "Redevelopment Act"), the City has created the Commission to undertake redevelopment and economic development in the City;

WHEREAS, the Lessee has previously adopted and amended resolutions establishing and expanding the Grand Junction Economic Development Area (the "Area"), has designated a portion of the Area as the Union Square Allocation Area (the "Allocation Area") for the purposes of the allocation and distribution of property taxes under Indiana Code 36-7-14-39, and has approved an economic development plan for the Area, as amended (the "Plan");

WHEREAS, for the purpose of encouraging and advancing economic development and redevelopment within the City, the Lessor and the Lessee desire to provide for the construction of certain local public improvements in connection with a mixed-use development of market-rate apartment units and commercial space for retail or office use (the "Development"), consisting of a structured parking garage containing approximately 300 parking spaces, garage entrances and exits, ramps, elevators, stairwells, elevator lobbies and all related facilities; and all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof, together with all necessary appurtenances, related improvements and equipment (the "Garage Project"), in or physically connected to the Allocation Area;

WHEREAS, the Garage Project will be financed by proceeds of certain economic development revenue bonds to be issued by the City in an aggregate principal amount not to exceed Twelve Million Two Hundred Fifty Thousand Dollars ($12,250,000) (the "Bonds"), pursuant to Indiana Code 36-7-11.9 and -12 (the "EDC Act") and a Trust Indenture dated as of the first day of

the month in which the Bonds are issued (the "Indenture"), between the City and a trustee to be selected by the City (the "Trustee");

WHEREAS, the City will loan the proceeds of the Bonds to the Lessor pursuant to a Loan Agreement and the Lessor will use the proceeds of the Bond to finance all or a portion of the Garage Project;

WHEREAS, the annual rentals to be paid by the Lessee under this Lease will be pledged by the Lessor to the City to enable the City to pay the principal and interest on the Bonds and other necessary incidental expenses related to the Bonds;

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit A hereto on which the Garage Project will be constructed, and such interests shall be for a term no less than the term of this Lease;

WHEREAS, the total cost of the Garage Project, including, but not limited to, costs of acquisition, construction, improvements, architects' and engineers' fees, consultants' services, legal and financing expenses, certain expenses of operation of the Lessor during construction, capitalized interest, funding a debt service reserve fund from cash on hand or bond proceeds and repayment of any funds advanced by the City or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of the Bonds by the City, is estimated to be not greater than Twelve Million Two Hundred Fifty Thousand Dollars ($12,250,000);

WHEREAS, the term of the Lease is based on the value of the Garage Project;

WHEREAS, the reasonably expected economic life of the Garage Project is at least twenty-five (25) years;

WHEREAS, the Lessor will own the Garage Project for the same period or period of years that the Lessee proposes to lease the Garage Project from Lessor;

WHEREAS, the Redevelopment Act authorizes the Commission to pledge revenues available to it to accomplish the goals of the Plan, to finance the costs of the Garage Project or to make lease rental payments for the Garage Project;

WHEREAS, the Hamilton County Income Tax Council did impose a county option income tax pursuant to Indiana Code 6-3.5-6 (repealed) on the adjusted gross income of Hamilton County, Indiana, which now has been codified at Indiana Code 6-3.6 (the "LIT Act") and reclassified as the certified shares component of additional revenue derived from the expenditure rate under Indiana Code 6-3.6 (the "LIT");

WHEREAS, Section 25.5 of the Redevelopment Act authorizes the Common Council of the City (the "Common Council") to pledge the Certified Shares to pay lease rentals payable under this Lease;

WHEREAS, the Westfield Redevelopment Authority has previously issued its (i) County Option Income Tax Lease Rental Revenue Bonds, Series 2016, dated September 29, 2016, currently outstanding in the aggregate principal amount of $23,945,000, and (ii) Local Income Tax Lease Rental Revenue Bonds, Series 2018, dated March 15, 2018, currently outstanding in the aggregate principal amount of $23,785,000 (the "Prior LIT Obligations");

WHEREAS, the lease rentals due under this Lease shall be paid from a pledge of the tax increment revenues generated and collected in the Allocation Area by the Commission (the "TIF Revenues"), and to the extent such TIF Revenues are insufficient, a pledge by the Common Council of LIT to the payment of such lease rentals on a parity with the Prior LIT Obligations (the "Pledged LIT Revenues");

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Redevelopment Act and after notice given pursuant to Indiana Code 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the use of the Leased Premises (as defined below) will serve the public purpose of the City and is in the best interests of its residents, and the Common Council has by ordinance approved this Lease and the Pledged LIT Revenues;

WHEREAS, the City has notified the Department of Local Government Finance and the Hamilton County Auditor of the establishment and expansion of the Allocation Area, and the Lessee and Lessor have obtained all necessary approvals required by law to execute this Lease;

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

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to the Lessee all of the Lessor's right, title and interest in the real estate in the City more particularly described in Exhibit A, and the Garage Project constructed thereon by Lessor (the real estate and the Garage Project, hereinafter, the "Leased Premises").

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date or dates on which the Project is completed and ready for use and ending on the day prior to that date not more than

twenty-five (25) years thereafter (the "Lease Term"). However, the Lease Term will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises, as provided herein, and the payment of the option price, or (b) the payment or defeasance of all Bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund all or a portion of the Bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Leased Premises; provided that no bonds or other obligations of the Lessor issued to finance or refinance the Garage Project remain outstanding at the time of such payment or defeasance. The date or dates the Lessor acquires the interests in real estate described in Exhibit A shall be endorsed on this Lease at the end hereof by the parties to this Agreement, and such endorsement shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, but only with the approval of the Lessee; provided, however, following such amendment, the rentals payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend this Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under this Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

2. Rental Payments. (a) Fixed Rental Payments. The Lessee agrees to pay fixed annual rentals (the "Fixed Annual Rentals") in the maximum amount of One Million Forty Thousand Dollars ($1,040,000) during the term of the Lease, payable in semiannual installments. Each such semiannual installment, payable as hereinafter described, shall be based on the value of the Leased Premises which are available for use and occupancy by the Lessee at the time such semiannual installment is made. The first rental installment shall be due on June 15 or December 15, determined on the date of issuance of the Bonds, but not earlier than June 15, 2025, or upon completion of the Garage Project, whichever is later. Thereafter, such rental shall be payable in

advance in semiannual installments on June 15 and December 15 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds to finance the Garage Project, the Fixed Annual Rentals provided for above shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period ending each year on January 1 ("Bond Year") rounded up to the next One Thousand Dollars ($1,000), plus Five Thousand Dollars ($5,000) each year, payable in advance in equal semi-annual installments, commencing no sooner than June 15, 2025. In addition, each such reduced semiannual installment shall be based on the value of the Leased Premises which are available for use by the Lessee at the time such semi-annual installment is made. Such amount of adjusted Fixed Annual Rentals shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease. The date the Garage Project is completed and ready for use and occupancy shall also be endorsed on this Lease on the end hereof by the Lessor and the Lessee as soon as possible after such completion and such endorsement shall be recorded with the County Recorder as an addendum to this Lease.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises (the "Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments hereunder and the amount required to reimburse the Lessor for any insurance payments made by it under Section 7 hereof. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase the Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

3. Payment of Rentals. All rentals payable under the terms of this Lease (collectively, the "Lease Rentals") shall be paid to the bank selected as Trustee (the "Trustee") under the Trust Indenture between it and the Lessor ("Indenture") or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the Bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. The bank selected as Trustee shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All Lease Rentals so made by the Lessee to the Trustee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. Damage to Premises; Abatement of Rent. If any part of the Leased Premises shall be partially or totally destroyed, rendered unusable or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 7 hereof, the condemnation proceeds received by the Lessor or any funds provided specifically for this purpose in the Indenture, whichever is applicable.

If there is in force on the date of partial or total destruction or taking, insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 7 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof is unfit or unavailable for use. Such abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use.

5. Source of Payment of Lease Rentals. The Lease Rentals shall be payable from: (i) the TIF Revenues and (ii) to the extent the TIF Revenues are insufficient to pay the Lease Rentals,

from the Pledged LIT Revenues. The Lessee may pay the Lease Rentals or any amounts due hereunder from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligations to pay any Lease Rentals or other amounts due hereunder from any moneys or properties of the Lessee except the TIF Revenues and the Pledged LIT Revenues.

6. Maintenance, Alteration and Repairs. The Lessee assumes all responsibility for operation, maintenance, repairs and alterations to the Leased Premises, but may enter into a sublease, subleases, contract or contracts with one or more parties for the operation, maintenance, repair and alterations of the Leased Premises or any portion of the Leased Premises. At the end of the Lease Term, the Lessee shall deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property for replacement property which replacement property will belong to the Lessee upon payment to the Trustee of an amount equal to the trade- in value of such property. The Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to the Lessee.

7. Insurance. Lessee, at its own expense, will, during the Lease Term, keep the Leased Premises, to the extent commercially available, insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises as certified by a registered architect, registered engineer or professional appraisal engineers, selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the Lease Term, and to the extent commercially available, Lessee will also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the Lease Term, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars ($3,000,000) on account of each occurrence with one or more good

and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies (or certificates of insurance for each policy) shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 7, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the building as provided in Section 4 hereof.

8. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Lessor.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Redevelopment Act and the EDC Act (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain

proceedings granting condemnation, the Lessee shall direct the Lessor in writing as to which of the ways specified in this Section 8 the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

9. General Covenants. (a) The Lessee shall not assign this Lease or mortgage, pledge, or sublet the Leased Premises herein described, except as provided in Section 6 hereof, without the written consent of Lessor. The Lessee shall use and maintain the Leased Premises in accordance with the laws, regulations, ordinances and statutes of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

(b) After the execution of this Lease, this Lease, the definition of, or the manner of collecting and distributing the TIF Revenues and the lien created by this Lease, shall not be repealed or amended, or impaired in any respect which will adversely affect the rights of the Lessor or owners of the Bonds, nor shall the Lessee, the Lessor or the City adopt any law, ordinance or resolution which in any way adversely affects the rights of the Lessor or such owners so long as this Lease remains in effect or any of the Bonds or the interest thereon remains unpaid.

(c) The obligation to pay any Lease Rentals under this Lease shall not be considered debt of the Lessee or the City for purposes of the Indiana Constitution or Indiana Code 36-7-14.

10. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

11. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate its interests in the Lessors financial obligations concerning the Leased Premises by paying all indebtedness relating to the Leased Premises, including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor (if the Lessor is to be liquidated). The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition, construction and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' and engineers' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors or security holders of the Lessor.

12. Transfer to Lessee. If the Lessee has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 12 hereof, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. Defaults and Remedies. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for sixty (60) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

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

14. Parity Obligations - TIF Revenues. The Lessee reserves the right to enter into leases or other obligations of the Commission, acting in the name of the City, payable from TIF Revenues, in whole or in part, and entitled to the pledge of TIF Revenues on a parity with this Lease in accordance with the requirements below (the "Parity Obligations"), for the purpose of raising money for future local public improvements or economic development projects in, serving

or benefiting the Area or for any other legally permitted purpose. The authorization and issuance of such Parity Obligations shall be subject to the following conditions precedent:

(1) All rental payments due under this Lease and all payment on any Parity Obligations payable from the TIF Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(2) For Parity Obligations payable from TIF Revenues without a special benefits tax levy under Indiana Code 36-7-14-27 or other property tax levy, or a pledge of LIT authorized to pay such Parity Obligations, the Lessor, the Lessee and the Trustee shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant (the "Certifier") certifying the amount of TIF Revenues estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to the Lease, any other outstanding Parity Obligations, and the proposed Parity Obligations, for each respective year during the Lease Term and Parity Obligations. In estimating the TIF Revenues to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or estimated to be assessed as of the assessment date immediately preceding the issuance of the proposed Parity Obligations; provided, however, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area and the Certifier may take into account the effect of reassessment on TIF Revenues to the extent it can be reasonably estimated. If the proposed Parity Obligations are secured by a special benefits tax levy under Indiana Code 36-7-14-27, by another property tax levy, or by a pledge of LIT, the requirements of this paragraph need not be met.

(3) Payments on any Parity Obligations or junior obligations shall be payable semiannually in approximately equal installments on January 15 and July 15. The Lessee shall approve and confirm the findings and estimates set forth in the above- described certificate in any resolution authorizing the Parity Obligations.

Except as provided in this Lease, the terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing such Parity Obligations.

15. Notices. Whenever either party shall be required to give notice to the other under

this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Westfield Building Corporation, Attention: President, 130 Penn St., Westfield, Indiana 46074; (b) to Lessee: Westfield Redevelopment Commission, Attention: President, 130 Penn St., Westfield, Indiana 46074, Westfield, Indiana 46074 and (c) to Trustee as set forth in the Addendum to the Lease regarding the appointment of the Trustee.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

16. Successors or Assigns. All covenants in this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

17. Miscellaneous. This Lease may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Lease shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Lease shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. The captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

18. Construction of Covenants. All provisions herein contained shall be construed in accordance with the provisions of the Redevelopment Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Redevelopment Act, the Redevelopment Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Redevelopment Act after the date hereof shall not have the effect of amending this Lease.

19. Time. Time is of the essence for this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Indiana, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Indiana.

20. Severability. In the case of any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or

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

[Remainder of page intentionally left blank.]

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

LESSOR

CITY OF WESTFIELD BUILDING CORPORATION

By: _____

_____, President

ATTEST:

_____

_____, Secretary

LESSEE

WESTFIELD REDEVELOPMENT
COMMISSION

By: _____
_____, President

ATTEST:

_____
_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

WITNESS my hand and notarial seal this ____ day of _____, 20__.

_____
Written Signature

_____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

_____

My County of Residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and the Secretary, respectively, of the Westfield Redevelopment Commission, and acknowledged the execution of the foregoing Lease Agreement for and on behalf of said Commission.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

_____
Written Signature

_____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

_____

My County of Residence is:

_____

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. /s/ _____.

This instrument prepared by _____.

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All of the City of Westfield Building Corporation's interest in the Leased Premises described in the attachment hereto.

[A legal description will be inserted here prior to recording.]

EXHIBIT B

ADDENDUM TO LEASE BETWEEN
CITY OF WESTFIELD BUILDING CORPORATION, LESSOR,
AND WESTFIELD REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this _____day _____, 20__, by and between City of Westfield Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Westfield Redevelopment Commission, the governing body of the City of Westfield Department of Redevelopment (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Lease with the Lessee dated as of _____, 20__ (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental and the bank selected as Trustee under the Indenture.

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

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

Section 2. Trustee. The bank selected to be the Trustee under the Indenture is: _____.

* * * *

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

LESSOR

CITY OF WESTFIELD BUILDING CORPORATION

By: _____

_____, President

ATTEST:

_____

_____, Secretary

LESSEE

WESTFIELD REDEVELOPMENT COMMISSION

By: _____

_____, President

ATTEST:

_____

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

WITNESS my hand and notarial seal this ____day of _____, 20__.

_____
Written Signature

_____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

_____

My County of Residence is:

_____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and the Secretary, respectively, of the Westfield Redevelopment Commission, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of _____, 20__.

_____
Written Signature

_____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

_____

My County of Residence is:

_____

This instrument prepared by _____.

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

APPENDIX I TO ADDENDUM TO LEASE

RENTAL SCHEDULE

Payment Date	Amount

DULY ENTERED FOR TAXATION Subject to final acceptance for transfer
27 day of June, 2022
Robin M Hill Auditor of Hamilton County
Parcel #

2022031917 VACATION $25.00
06/27/2022 03:22:58P 5 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE 22-24

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA AUTHORIZING THE VACATION OF MEADOWS COURT AND A PORTION OF MEADOWS DRIVE, IN STYLE-RIGHT MEADOWS

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

WHEREAS, Henke Development Group, LLC ("Petitioner"), has filed a Petition for Vacation of Public Right of Way (the "Petition") with the City under Indiana Code § 36-7-3-12(b), which is attached and incorporated here as Exhibit A.

WHEREAS, the public right-of-way to be vacated, those portions of the existing public way known as Meadows Court and Meadows Drive, located entirely within the corporate boundaries of Westfield, Indiana, are described in Exhibit B, attached hereto and incorporated herein (the "Right-of Way");

WHEREAS, the vacation of the Right-of-Way will allow the Petitioner to record the Chatham Villages – Section 1 Secondary Plat in accordance with the updated design of the residential development.

WHEREAS, under Ind. Code §§ 36-7-3-12(c) and 5-14-1.5, a properly noticed public hearing regarding the proposed vacation of Right-of-Way and the Petition was held by the Council on June 13th, 2022;

WHEREAS, at the conclusion of the public hearing, the Council concluded the vacation of all or a portion of the public ways subject to the Petition is necessary the purpose stated above and reflected in the Petition.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana, that:

Section 1. The foregoing recitals are fully incorporated here by reference.

Section 2. The Westfield Common Council approves the Petition.

Section 3. The following public right-of-way is hereby vacated:

A portion of Meadows Drive, in Style-Rite Meadows, as per secondary plat thereof recorded in Plat Book 7 Pages 23 through 25 in the Office of the Recorder of Hamilton County, Indiana, all within the Northeast Quarter of Section 24, Township 19 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 24; thence North 00 degrees 03 minutes 49 seconds East (bearing base is assumed) along the West line of said Northeast Quarter 507.53 feet to the Southwest corner of said Style-Rite Meadows; thence North 88 degrees 07 minutes 50 seconds East along the South boundary of said Style-Rite Meadows 25.01 feet to the Southwest corner of Lot 21 of said Style-Rite Meadows (all calls to lots are within said Style-Rite Meadows); thence North 00 degrees 03 minutes 49 seconds East along the West boundary of said Lot 21 a distance of 252.26 feet to the Northwest corner thereof and the POINT OF BEGINNING; thence North 00 degrees 03 minutes 49 seconds East 50.03 feet to the southwest corner of Lott 22 and the North Right of Way of Meadows Drive (the following two courses are along the North and West Right of Way of Meadows Drive); (1) thence North 88 degrees 07minutes 50 seconds East along the South boundary of Lots 22 through 26 inclusive a distance of 625.00 feet to the Southeast corner of said lot 26; (2) thence North 00 degrees 03 minutes 49 seconds East along the East boundary of Lots 26 and 27 a distance of 361.33 feet to the Northeast corner of said lot 27; thence South 89 degrees 25 minutes 36 seconds East 50.00 feet to the East Right of Way of Meadows Drive and the Northwest corner of Lot 5 (the following six courses are along the East, North, West, and south Right of Way of Meadows Drive); (1) thence South 00 degrees 03 minutes 49 seconds West along the West boundary of Lots 5 and 6 a distance of 359.19 feet to the Southwest corner of said Lot 6; (2) thence North 88 degrees 07 minutes 50 seconds East along the South Boundary of Lots 6 through 8 inclusive a distance of 365.32 feet to a curve to the left having a radius of 50.00 feet, the radius point of which bears North 01 degrees 52 minutes 10 seconds West; (3) thence Northeasterly along said curve and the South boundary of Lots 8 and 9 an arc distance of 36.14 feet to a point of reverse curve having a radius of 50.00 feet, the radius point of which bears South 43 degrees 16 minutes 44 seconds East; (4) thence Northeasterly, Easterly, Southeasterly, Southerly, Southwesterly, Westerly, and Northwesterly along said curve and the South, West, and North boundary of Lots 9 through 12 inclusive an arc distance of 229.35 feet to a point of reverse curve having a radius of 50 feet, the radius point of which bears South 39 degrees 32 minutes 25 seconds West; (5) thence Northwesterly along said curve and the North boundary of Lots 12 and 13 an arc distance of 36.14 feet to a point which bears North 01 degrees 52 minutes 10 seconds West from said radius point; (6) thence South 88 degrees 07 minutes 50 minutes West along the North boundary of Lots 13 through 21 inclusive a distance of 1042.04 feet to the POINT OF BEGINNING, containing 1.813 acres, more or less.

Section 4. This Ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor of the City, and in accordance with Indiana law and Indiana Code Section 36-4-6.

PASSED THIS 13 DAY OF June 2022 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

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

WESTFIELD CORPORATION SEAL WESTFIELD INDIANA

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-24 was delivered to the Mayor of Westfield on the 24th day of June, 2022, at 9:30 A m.

Cindy Gossard

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-24 this 24 day of June, 2022.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-24 this _____ day of _____, 2022.

J. Andrew Cook, Mayor

Prepared by-
Michael A. Brockman, Esq.
Taft Stettinius + Hollister LLP

"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"

Kim A Strang

Signed

PETITION TO VACATE PUBLIC WAYS LOCATED ENTIRELY WITHIN THE CORPORATE BOUNDARIES OF WESTFIELD, INDIANA

EXHIBIT A to Council Ordinance No.

1. Henke Development Group ("Petitioner"), pursuant to Indiana Code § 36-7-3-12, does hereby respectfully petition the Common Council of the City of Westfield, Indiana, for the vacation of all of the existing Public Ways of Meadows Court and a portion of the existing Public Way of Meadows Drive, each of which are located entirely within the corporate boundaries of Carmel, Indiana, as more particularly described below and in **Exhibit 1**, attached hereto and made a part hereof.

2. In support of this Petition, Petitioner submits the following:

The vacation of the Public Ways at issue herein is necessary in connection with the Chatham Villages Section 1 residential development project. Vacating those Public Ways will allow a secondary plat to be recorded to reflect the current residential development design.

3. The following are the names and addresses of the owners of the land which abut the Public Ways proposed to be vacated: Chatham Hills LLP

WHEREFORE, Petitioner respectfully requests the vacation of the above described Public Ways.

Henke Development Group, LLC
Phil Sundling, PE

Name

Dated: 5/23/22

2022035269 ORDINANCE $25.00
07/15/2022 10:15:08A 6 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE NO. 22-26

ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AUTHORIZING THE CITY OF WESTFIELD, INDIANA TO ISSUE CERTAIN ECONOMIC DEVELOPMENT LEASE RENTAL REVENUE BONDS AND AUTHORIZING AND APPROVING OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Westfield, Indiana (the "City") is a municipal corporation and political subdivision of the State of Indiana and by virtue of Indiana Code 36-7-11.9 and Indiana Code 36-7-12 (collectively, the "Act"), is authorized and empowered to adopt this ordinance (the "Bond Ordinance") and to carry out its provisions; and

WHEREAS, the City of Westfield Building Corporation (the "Building Corporation") was established as a nonprofit corporation for the purpose, among others, of financing and leasing of buildings and other capital improvements in the City; and

WHEREAS, the Westfield Redevelopment Commission (the "Commission") has previously adopted and amended resolutions establishing and expanding the Grand Junction Economic Development Area (the "Area"), has designated a portion of the Area as the Union Square Allocation Area (the "Allocation Area") for the purposes of the allocation and distribution of property taxes under Indiana Code 36-7-14-39, and has created the Union Square Allocation Fund (the "Allocation Fund") pursuant to Indiana Code 36-7-14-39; and

WHEREAS, the City, the Commission, the Building Corporation and Union Square Plaza LLC (the "Developer") have approved a Development Agreement with respect to the construction of an above-ground structured parking facility containing approximately 300 parking spaces, garage entrances and exits, ramps, elevators, stairwells, elevator lobbies and all related facilities; and all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof, together with all necessary appurtenances, related improvements and equipment (the "Garage Project"), in connection with a mixed-use development of market-rate apartment units and commercial space for retail or office use (the "Development"); and

WHEREAS, pursuant to the Development Agreement, the City shall issue its Taxable Economic Development Lease Rental Revenue Bonds, Series 20__ (Union Square Project) (with such further or different series designation as may be necessary or appropriate, including such series designation to indicate the year in which the bonds are issued) (the "Bonds") under the Act, in an amount not to exceed Twelve Million Two Hundred Fifty Thousand Dollars ($12,250,000), and loan the Bond proceeds to the Building Corporation for the purpose of financing all or a portion of the costs of construction of the Garage Project, in or physically connected to the Allocation Area, capitalized interest on the Bonds, if any, a reserve funded from proceeds of the Bonds or cash on hand, if necessary, and costs related to the issuance of the Bonds; and

WHEREAS, Bonds will be payable from note payments made by the Building Corporation under a loan agreement between the City and the Building Corporation, and the lease payments

COPY

made by the Redevelopment Commission, as lessee, under a certain lease agreement (the "Lease") with the Building Corporation, as lessor, will enable the Building Corporation to make such note payments to pay debt service on the Bonds; and

WHEREAS, the City has determined not to issue certain economic development revenue bonds under Ordinance 19-67 adopted by the Common Council of the City (the "Council") on December 9, 2019 (the "2019 Ordinance") and desires to repeal the 2019 Ordinance; and

WHEREAS, on May 23, 2022, the Westfield Economic Development Commission (the "Economic Development Commission") conducted a public hearing in accordance with the Act and Indiana Code 5-3-1, and adopted its resolution finding that the financing of the Garage Project complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and general welfare of the City; and

WHEREAS, the Economic Development Commission has heretofore approved and recommended the adoption of this form of ordinance by this Council, has considered the issue of adverse competitive effect and has approved the forms of and has transmitted for approval by the Council, the forms of (i) a Loan Agreement, between the City and the Building Corporation (the "Loan Agreement"), (ii) a Trust Indenture between the City and a trustee to be selected by the City (the "Indenture") and (iii) this Bond Ordinance (the Loan Agreement, the Indenture and the Bond Ordinance, collectively, the "Financing Documents");

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

Section 1. The Council hereby finds and determines that the Garage Project involves the acquisition, construction and equipping of an "economic development facility" as that phrase is used in the Act; that the Garage Project will create employment opportunities and diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Garage Project; and, therefore, that the financing of the Garage Project by the issue of the Bonds under the Act: (i) will be of benefit to the health and general welfare of the City and (ii) complies with the Act.

Section 2. The proposed financing of the Garage Project, and the financing of certain costs related to the issuance of the Bonds, capitalized interest, if any, and a reserve funded from proceeds of the Bonds or cash on hand, as further described in the Financing Documents, by the issuance of the Bonds, in one or more series, under the Act, in the form that such financing was approved by the Economic Development Commission, is hereby approved.

Section 3. The issuance of the Bonds, payable solely from the revenues and receipts derived from the Financing Documents, is hereby authorized.

Section 4. The Bonds, in one or more series (with such further or different series designation as may be necessary or appropriate, including such series designation to indicate the year in which the bonds are issued), in the aggregate principal amount not to exceed Twelve Million Two Hundred Fifty Thousand Dollars ($12,250,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk-Treasurer of the City (the "Clerk-Treasurer"); (ii) be dated as of the date of issuance; (iii) mature on a date not later than twenty-five (25) years after the date of issuance; (iv) bear interest at a rate not to exceed six percent (6.0%), with such interest to be payable as provided in the Financing Documents; (v) be issuable in such denominations as set forth in the Financing Documents; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture or at such other place designated by the City in the Financing Documents; (x) be subject to optional redemption prior to maturity, and subject to redemption as otherwise provided in the Financing Documents, including mandatory sinking fund redemption, and (xi) contain such other terms and provisions as may be provided in the Financing Documents.

The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from the revenues and other amounts derived from the Financing Documents. Forms of the Financing Documents are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk-Treasurer of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Council and to keep them on file.

Section 5. The Mayor and Clerk-Treasurer of the City are authorized and directed, in the name and on behalf of the City, to sell the Bonds, to the original purchasers thereof at a price not less than the par value thereof. The Mayor and Clerk-Treasurer of the City are hereby authorized to approve and execute a bond purchase agreement, if applicable, for the Bonds with the purchaser in a form approved by such officers, such approval to be conclusively evidenced by the execution thereof.

Section 6. The Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Documents, submitted to the Council, which are hereby approved in all respects.

Section 7. The Mayor and the Clerk-Treasurer of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Council, to approve such changes in the Financing Documents as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof; provided, however, that no such changes shall increase the maximum issuance amount of, interest rate on or term of the Bonds as approved by the Council under this Bond Ordinance without further consideration by the Council.

Section 8. The Mayor and the Clerk-Treasurer of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all

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

Section 9. The provisions of this Bond Ordinance and the Indenture securing the Bonds shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds, this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

Section 10. The 2019 Ordinance is hereby repealed in its entirety by this Bond Ordinance. All other ordinance or resolutions or parts of resolutions or ordinances in conflict herewith are hereby repealed.

Section 11. This Bond Ordinance shall be in full force and effect from and after its passage and execution by the Mayor.

Section 12. Two copies of the Financing Documents incorporated into this Bond Ordinance were duly filed in the office of the Clerk-Treasurer of the City, and are available for public inspection in accordance with Indiana Code § 36-1-5-4.

[Remainder of page intentionally left blank.]

ADOPTED AND PASSED THIS 27th DAY June, 2022, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

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

ATTEST:

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

"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"

Signed

Prepared by Catherine Farello, Dinsmore & Shohl LLP

I hereby certify that ORDINANCE 22-26 was delivered to the Mayor of Westfield on the 18th day of July, 2022, at 9:30 A.m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 22-26

this 18th day of July, 2022

at 10:00 A.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 22-26

this _____ day of _____, 2022

at ___:___ __.m.

J. Andrew Cook, Mayor

2022047502 ORDINANCE $25.00
09/27/2022 12:41:25P 37 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE NUMBER 22-28

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

"Midtown at Westfield PUD Amendment I"

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "**Commission**") considered a petition (Petition No. 2207-PUD-15), filed with the Commission requesting an amendment to Ordinance 19-21, enacted by the Common Council of the City of Westfield (the "**Council**") on September 9, 2019;

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

WHEREAS, the Commission forwarded Petition No. 2207-PUD-15 to the Council with a favorable recommendation (Vote: 9 in favor, 0 opposed) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code§ 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on August 2, 2022;

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

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

COPY

Section 1. Applicability of Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3 Landscaping Standards.

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

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

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

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

6.5 Parking and Loading Standards: Section 8.7 of the Midtown Ordinance is hereby modified for the Real Estate as follows: Parking Space requirements shall be determined by the Director based upon data supplied in response to traffic and parking data requested to be furnished with the application for a Detailed Development Plan.

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

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

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

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

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

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS 8th DAY OF AUGUST, 2022.

WESTFIELD CITY COUNCIL

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

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 22-28** was delivered to the Mayor of Westfield on the 9th day of Aug, 2022, at 10:00A m.

Cindy Gossard

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-28**

this 10th day of August, 2022.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-28**

this _____ day of _____, 2022.

J. Andrew Cook, Mayor

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

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

EXHIBIT A

"Real Estate"

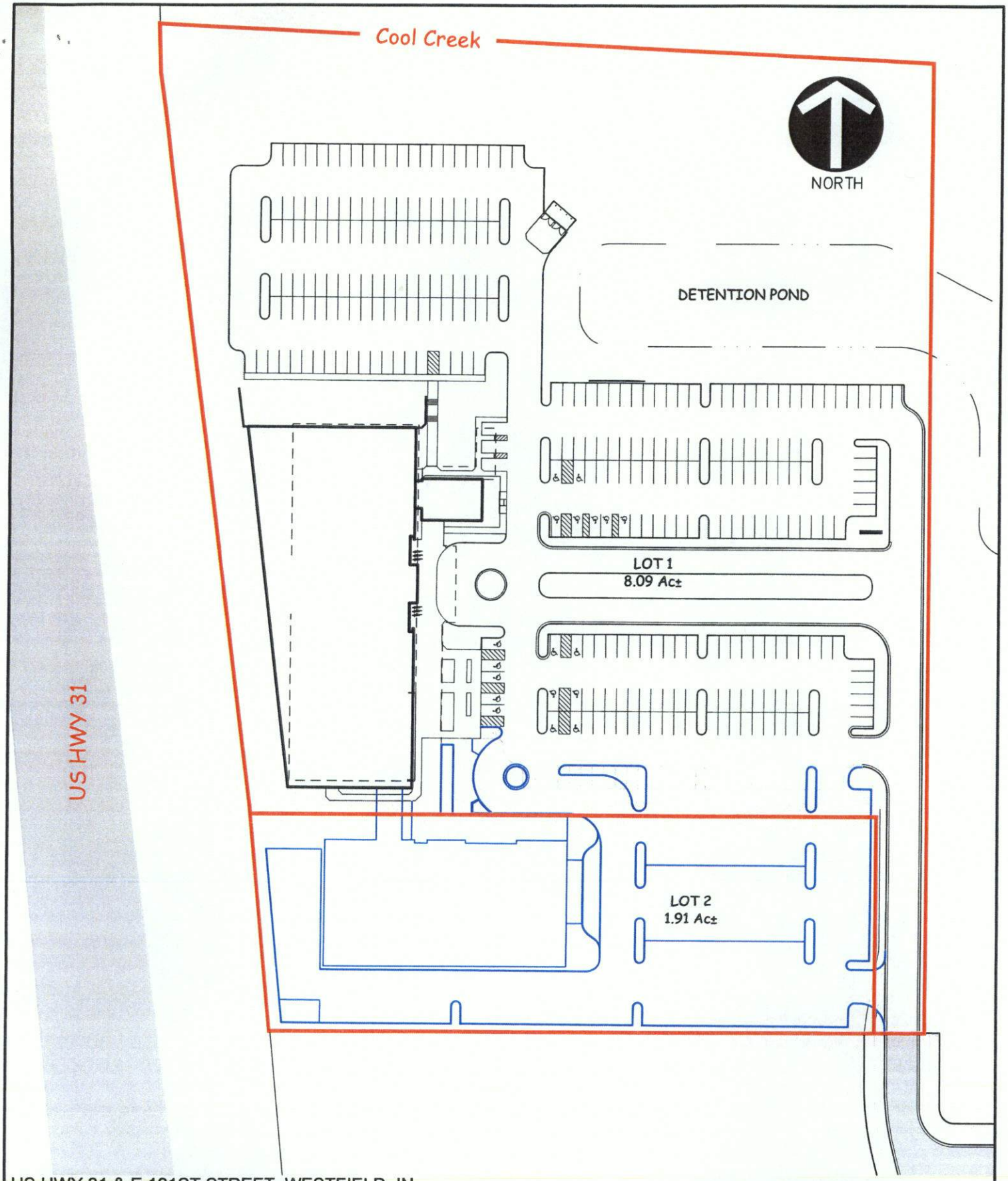
A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

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

EXHIBIT B

"Concept Plan"

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



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

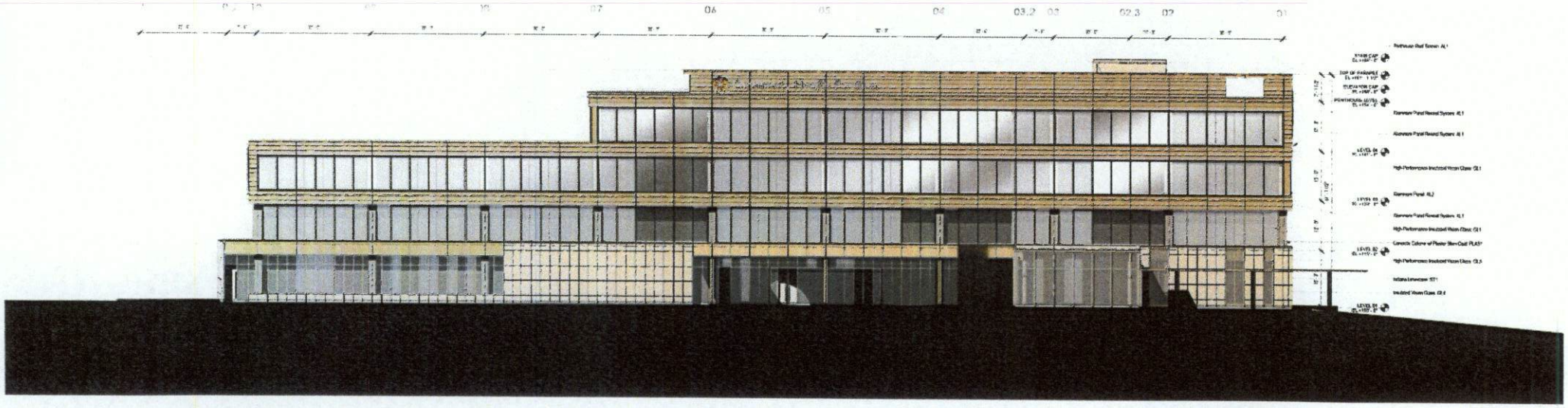
CSG PROJECT NUMBER ACG.060	DATE: 05/22/22	**CIVIL SITE GROUP, INC.** 718 ADAMS STREET, SUITE E CARMEL, INDIANA 46032 (317) 810-1677
	DWN. BY: BSC	
SHEET 1 OF 1	CHKD. BY: BSC	
	SCALE: 1" = 100'	

Civil Site GROUP, INC.

EXHIBIT C

"Building 1 Elevations"

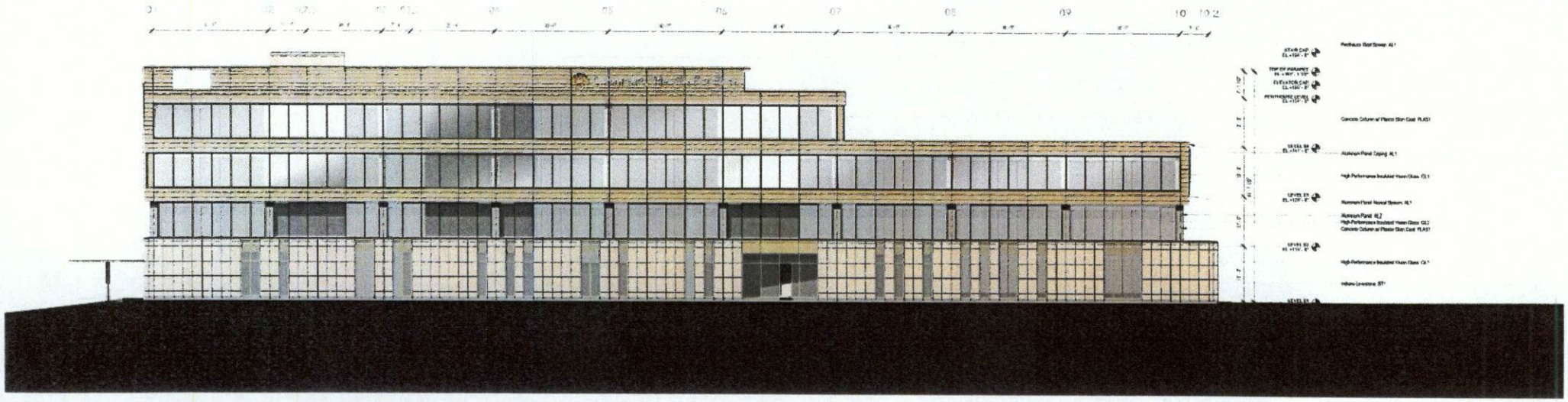
The Building 1 Elevations appear on the following four (4) pages of this exhibit.



ALDERSON COMMERCIAL GROUP.

East Elevation

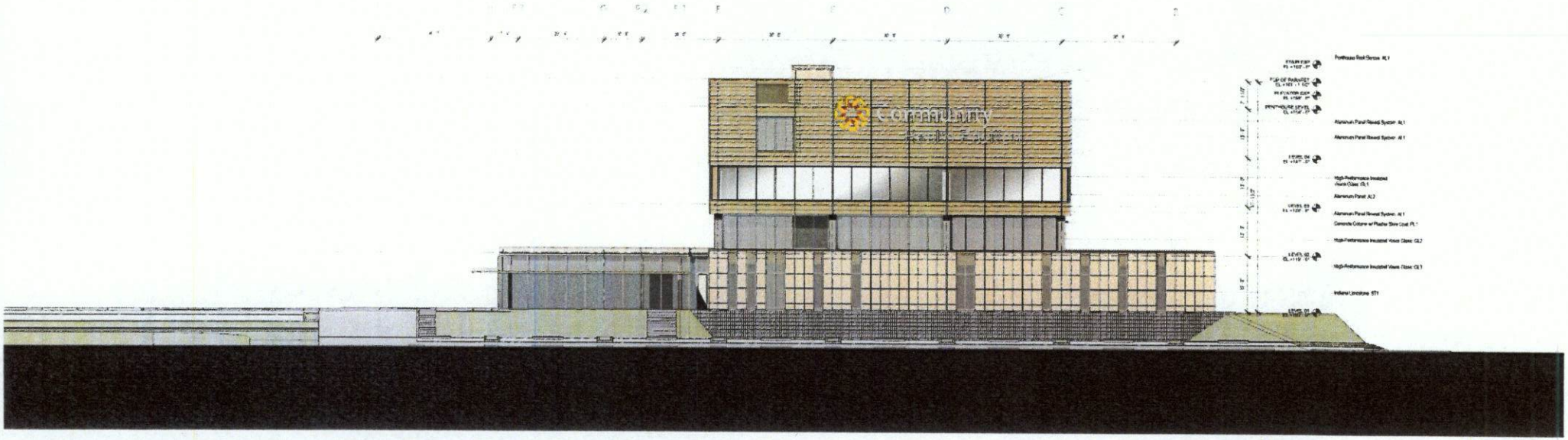
STUDIO AXIS



ALDERSON COMMERCIAL GROUP.

West Elevation

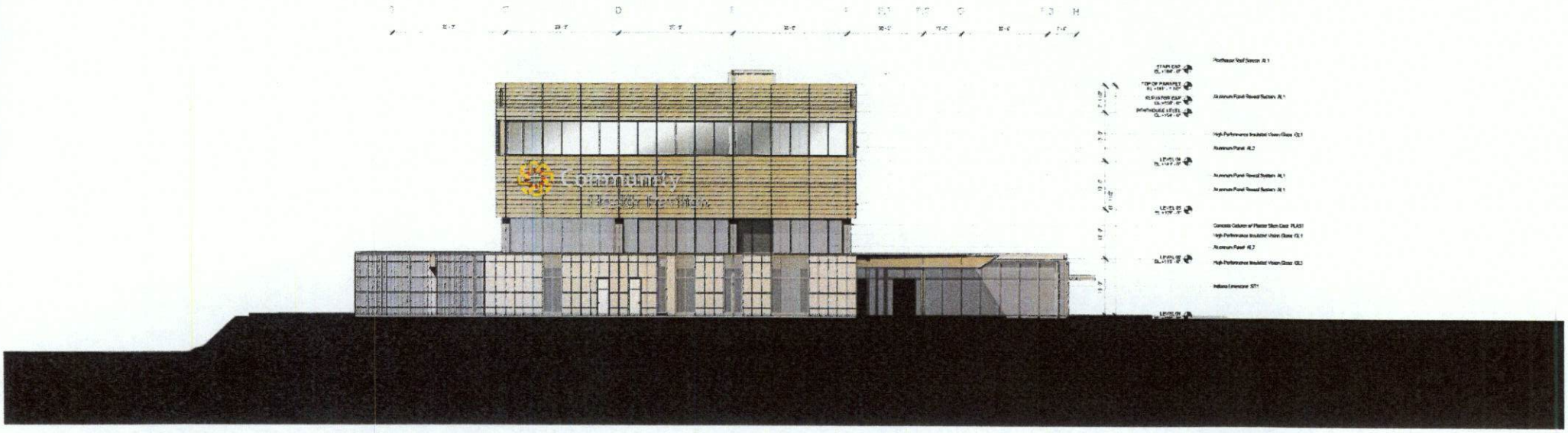
STUDIO AXIS



ALDERSON COMMERCIAL GROUP.

North Elevation

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

South Elevation

STUDIOAXIS

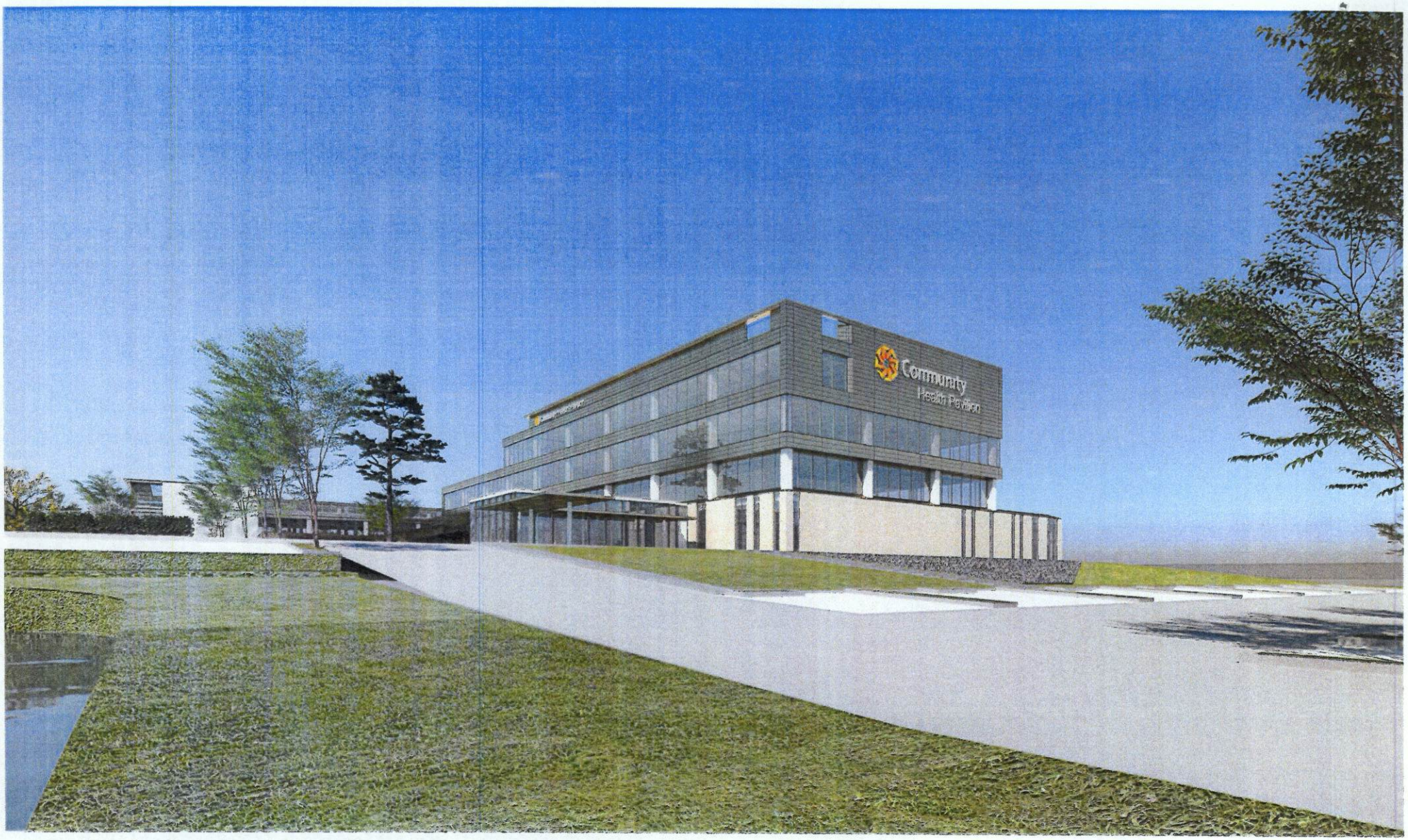
EXHIBIT D

"Building 2 Conceptual Renderings and Elevations"

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

ALDERSON COMMERCIAL GROUP.

STUDIO AXIS

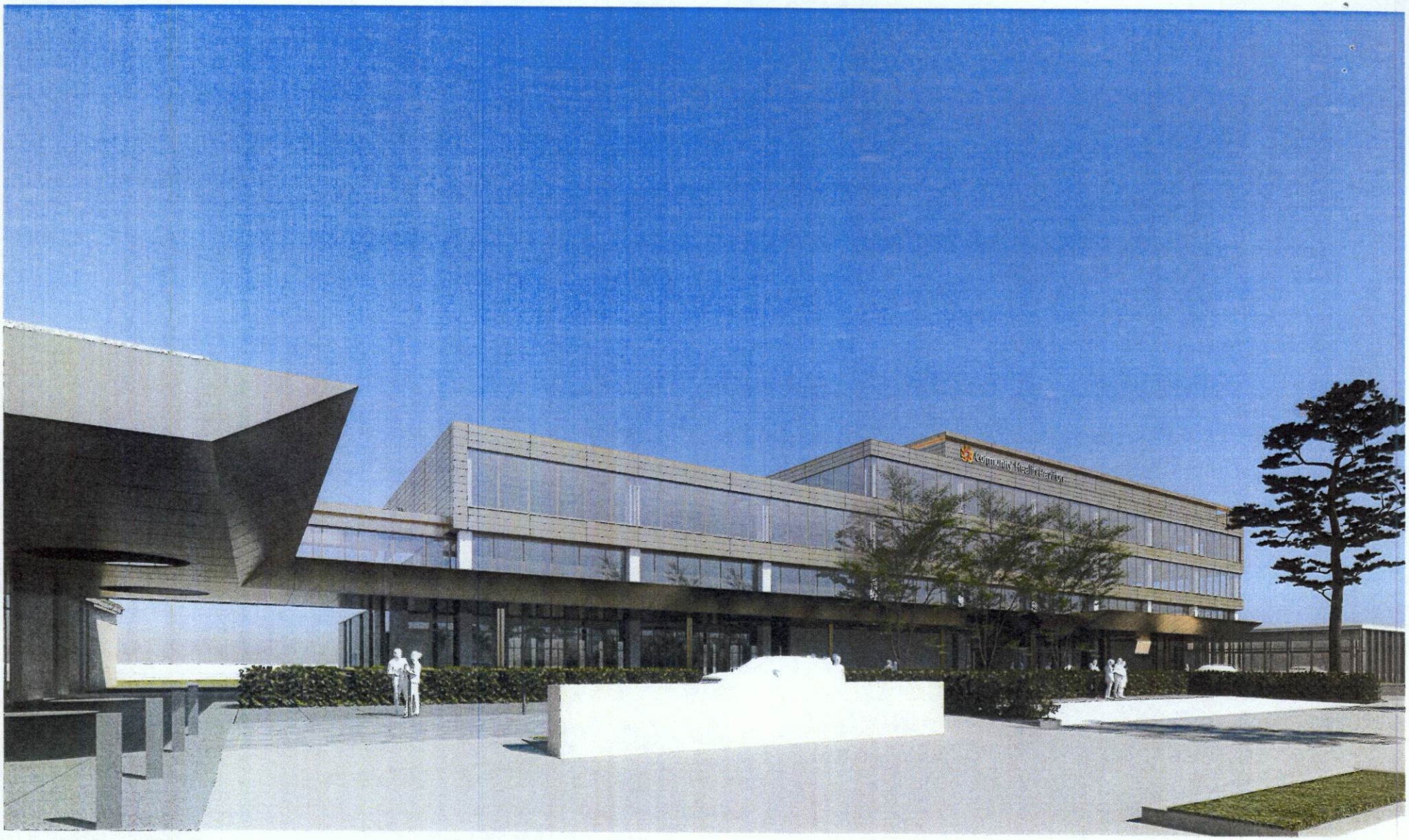


ALDERSON
COMMERCIAL GROUP.

STUDIO AXIS

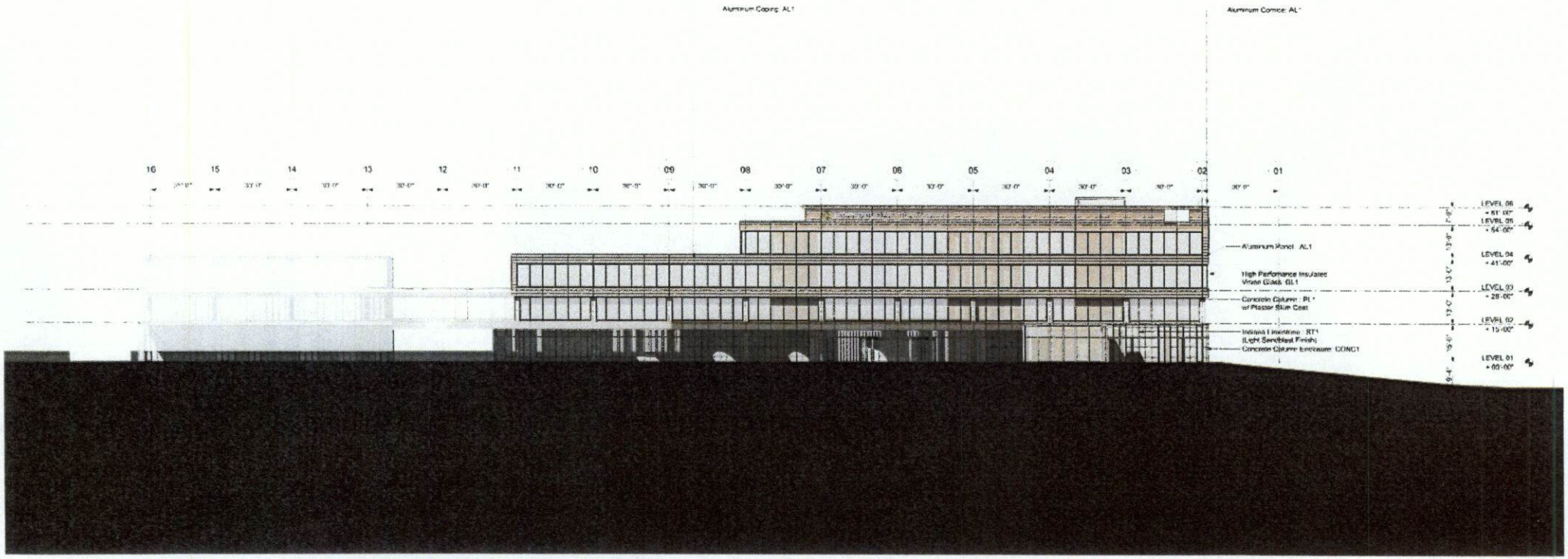
ALDERSON
COMMERCIAL GROUP

STUDIO AXIS



ALDERSON
COMMERCIAL GROUP.

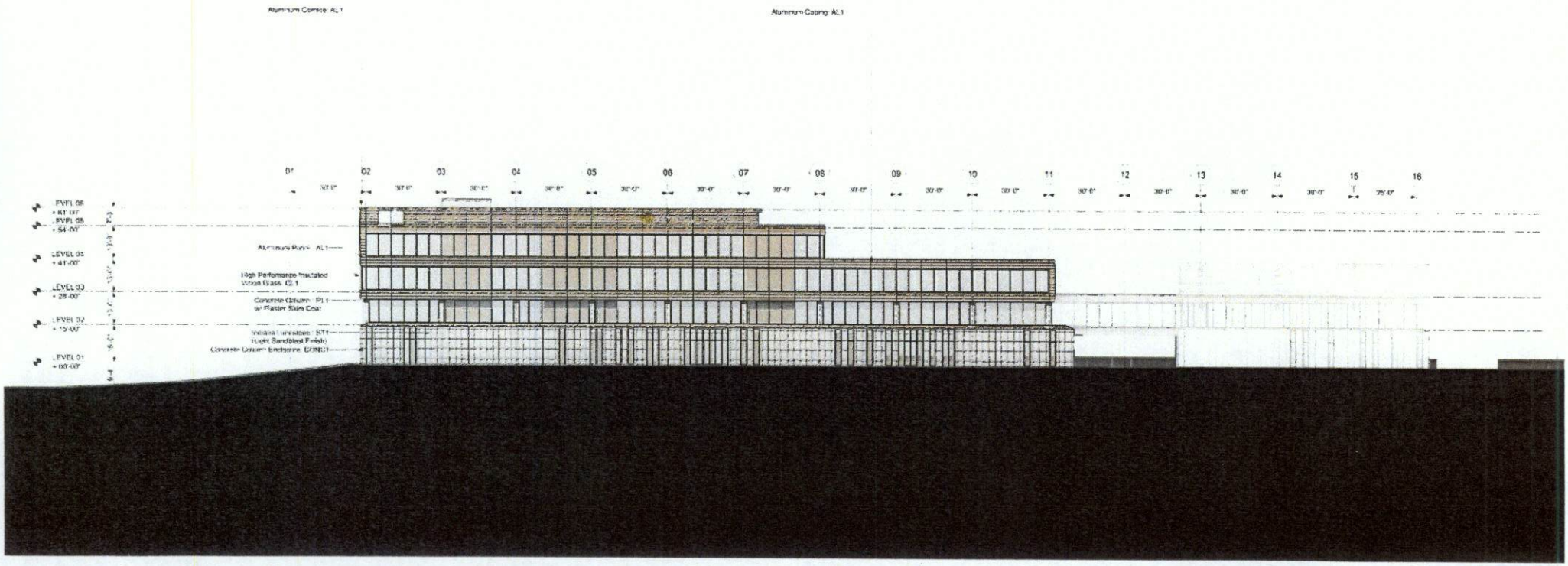
STUDIOAXIS



ALDERSON COMMERCIAL GROUP

East Elevation

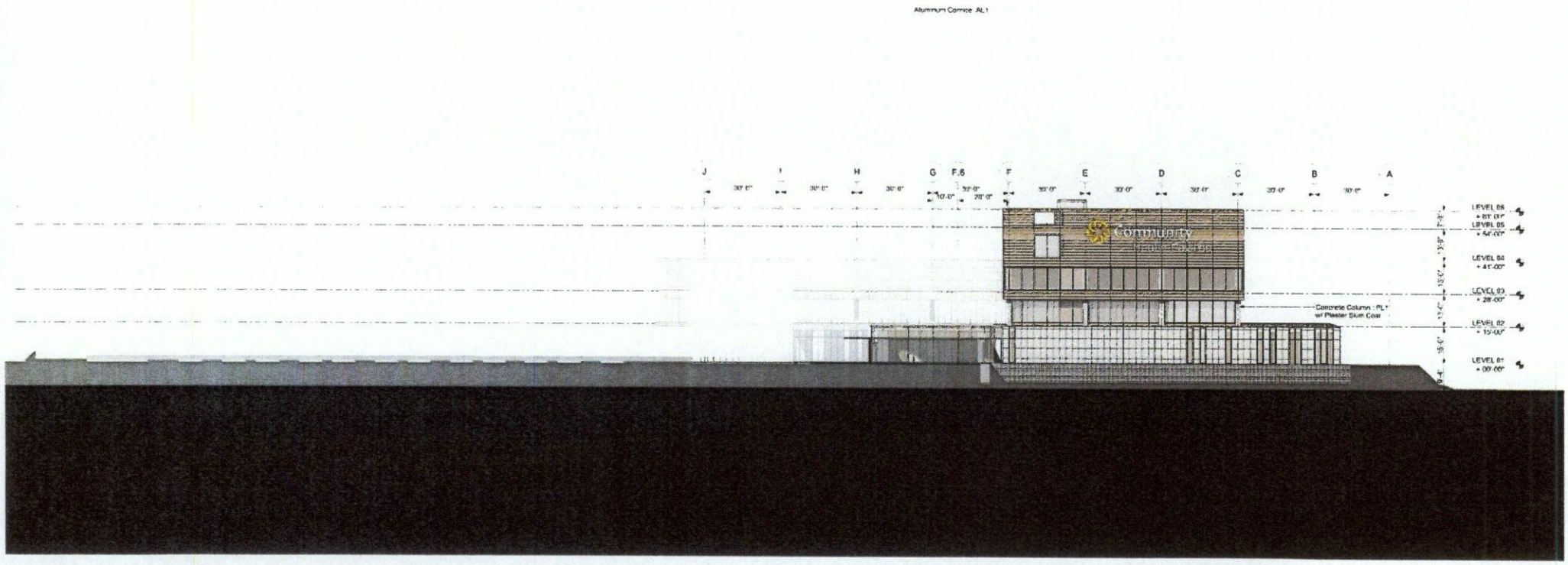
STUDIO AXIS



ALDERSON COMMERCIAL GROUP

West Elevation

STUDIO AXIS



ALDERSON COMMERCIAL GROUP

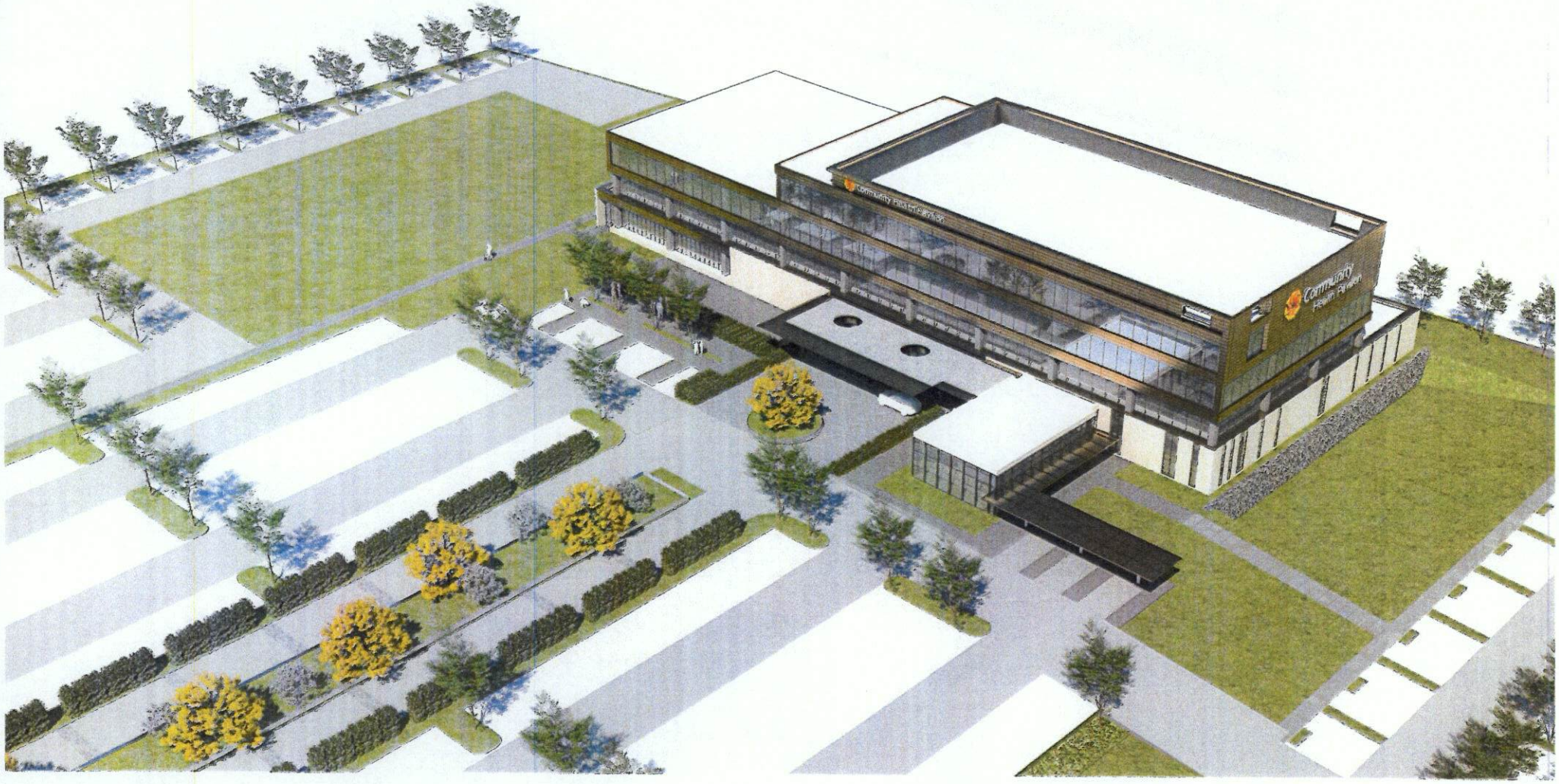
North Elevation

STUDIO AXIS

EXHIBIT E

"Character Imagery Exhibit"

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



ALDERSON
COMMERCIAL GROUP.

STUDIO AXIS

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COMMERCIAL GROUP.

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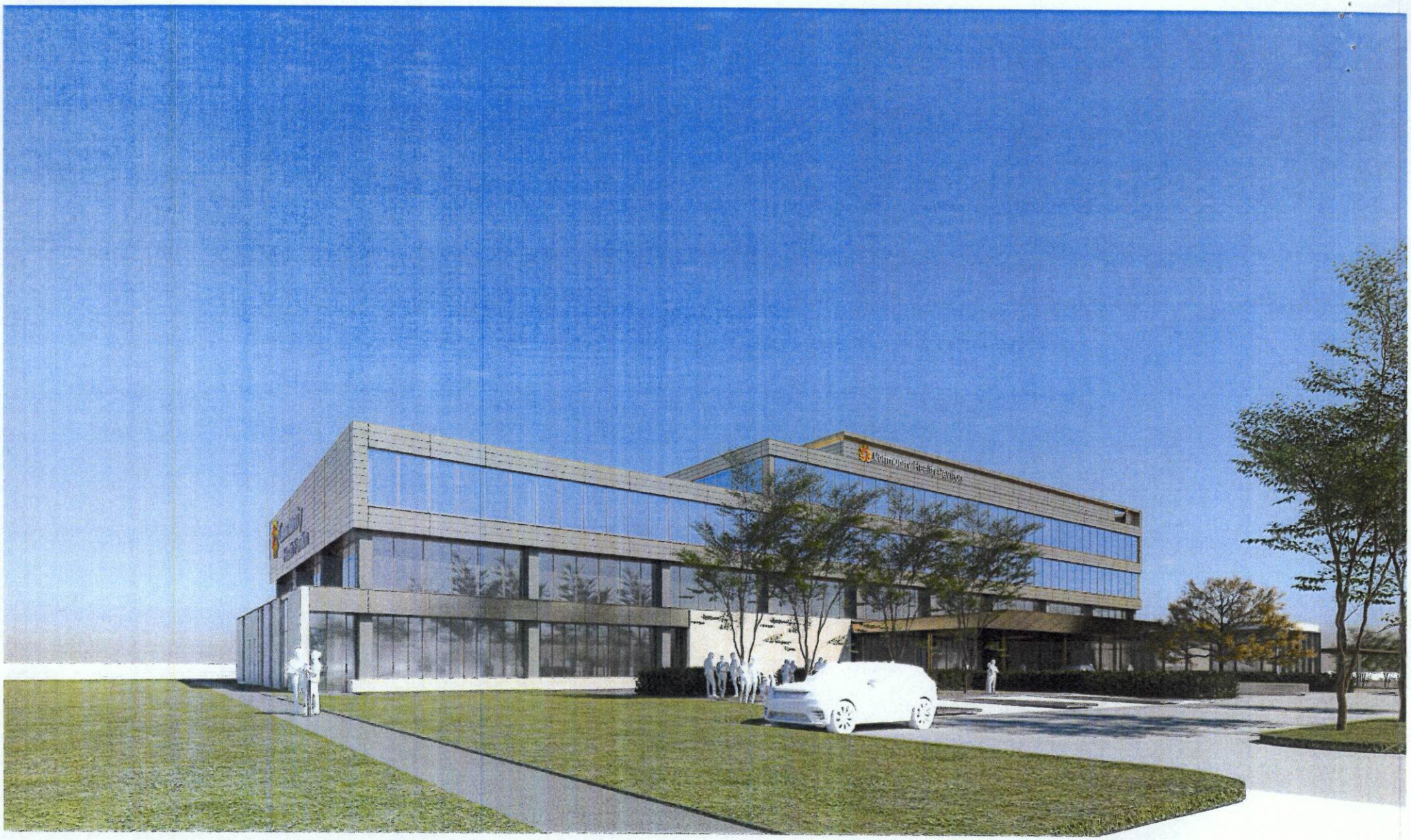
COMMERCIAL GROUP.

STUDIO AXIS



ALDERSON
COMMERCIAL GROUP

STUDIO AXIS

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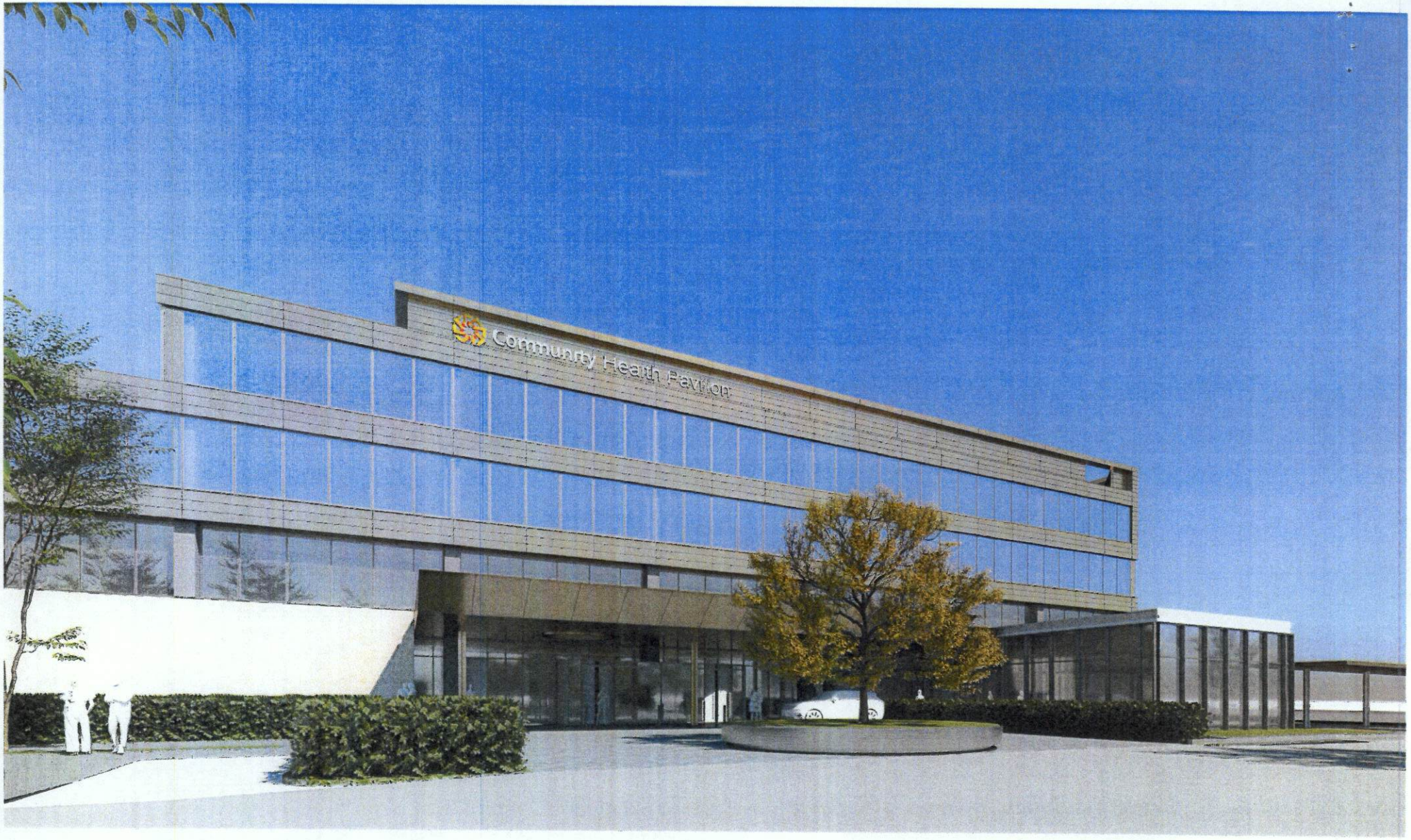
COMMERCIAL GROUP.

STUDIO AXIS



ALDERSON
COMMERCIAL GROUP

STUDIO AXIS

ALDERSON
COMMERCIAL GROUP.

STUDIOAXIS

EXHIBIT F

"Light Fixtures"

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

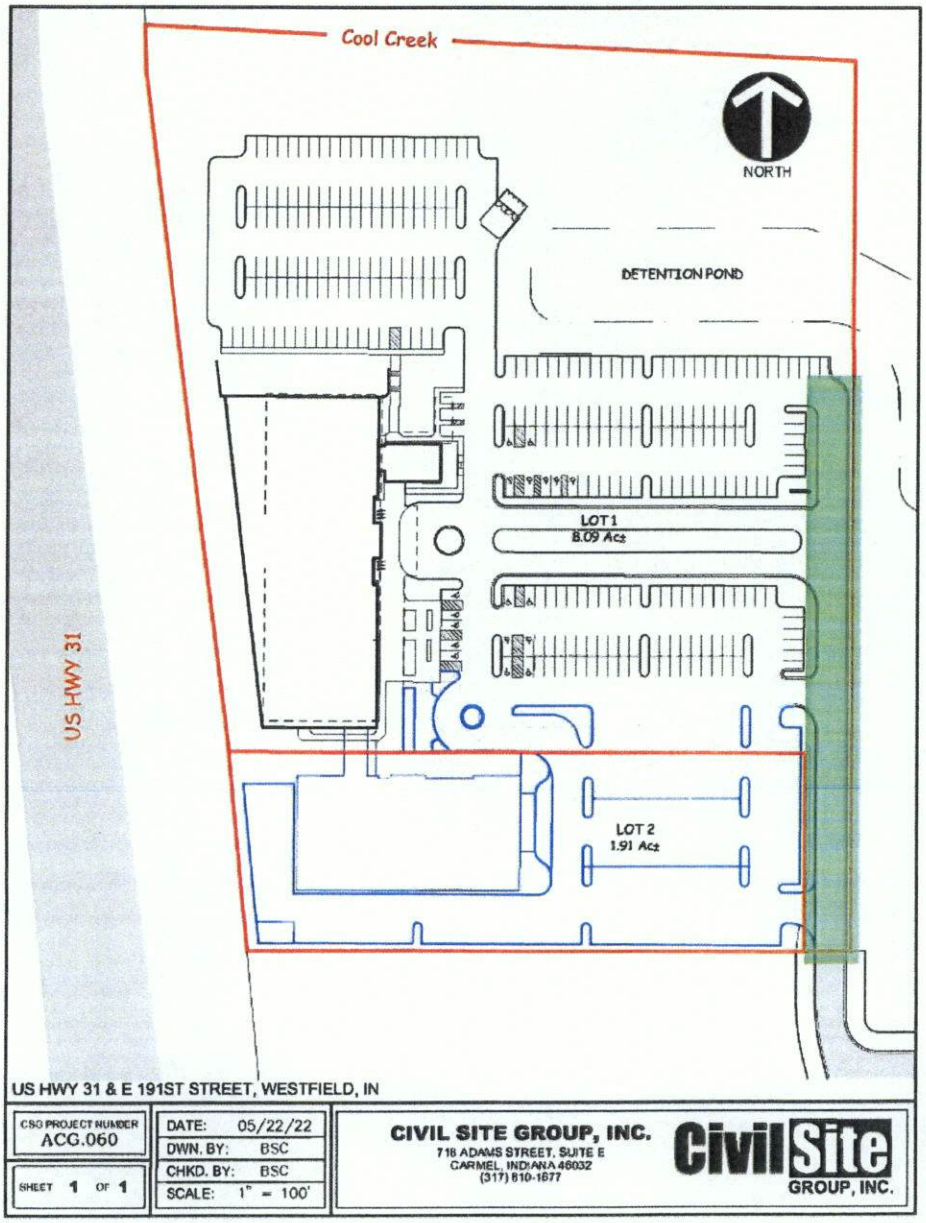
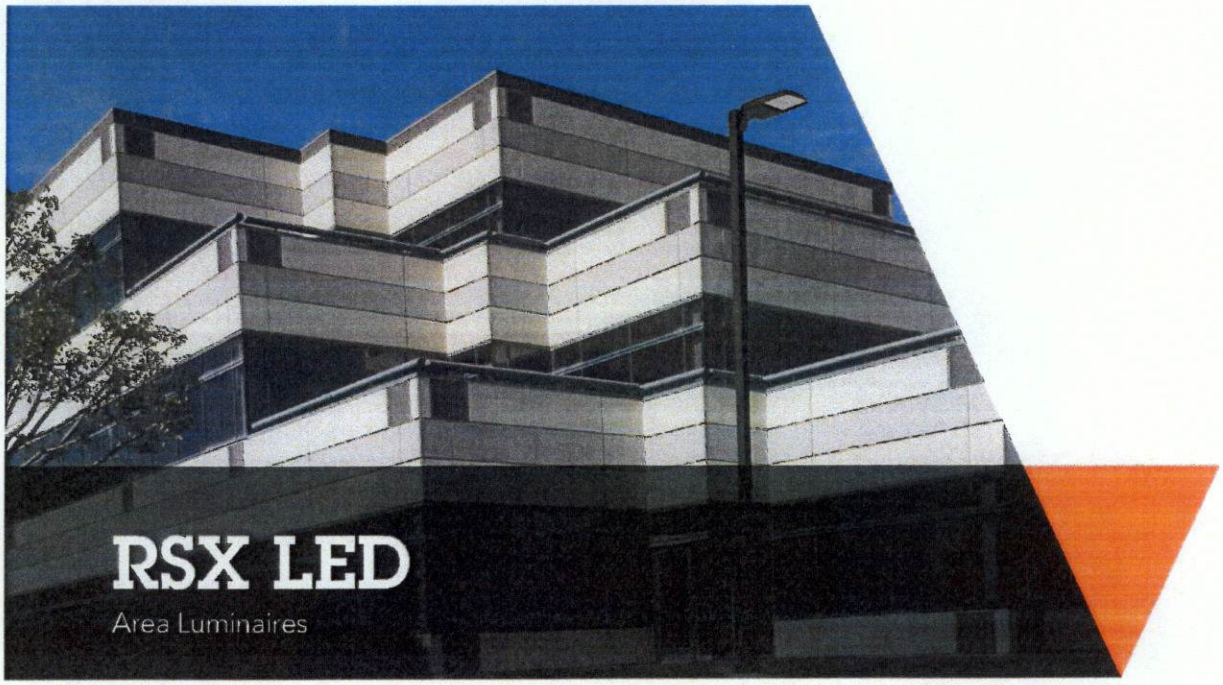


EXHIBIT F

"Light Fixtures"

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



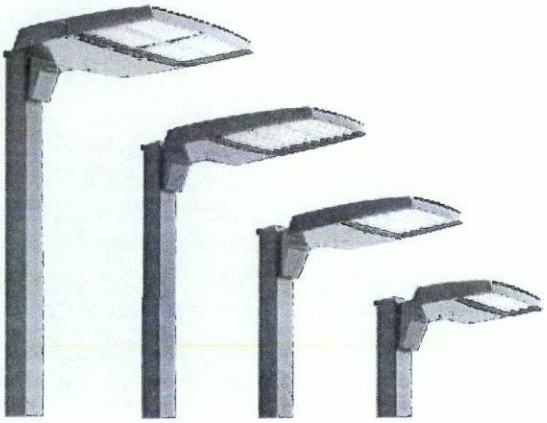
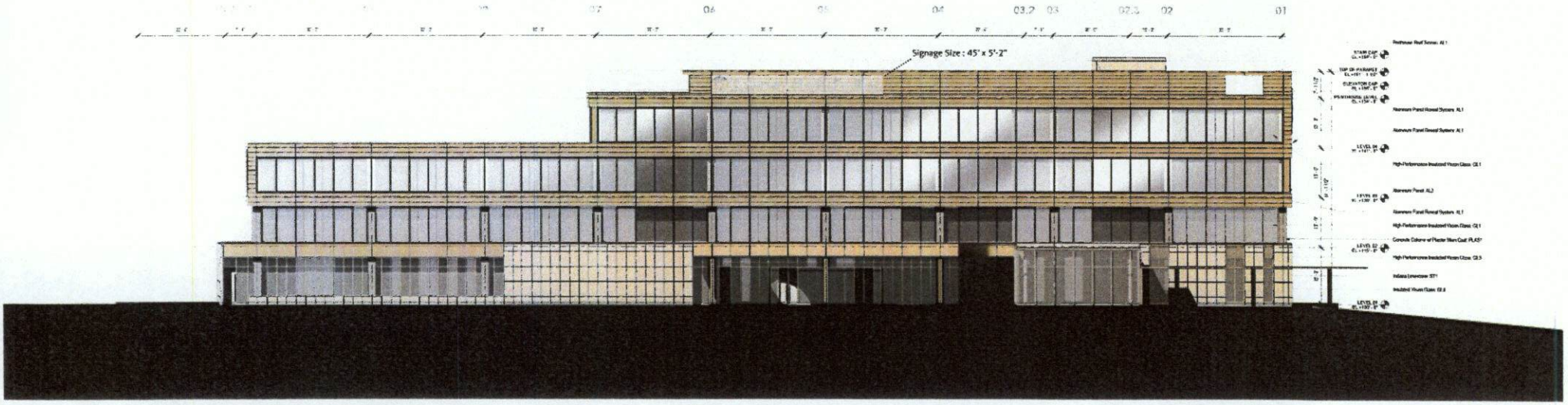


EXHIBIT G

"Building 1 Signage"

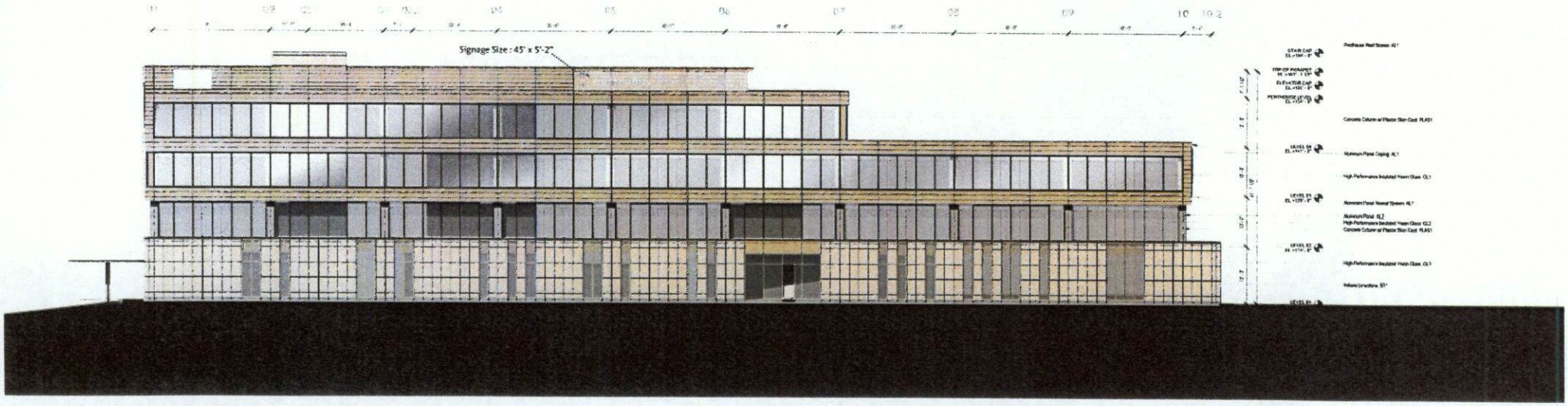
The Building 1 Signage exhibit appears on the following four (4) pages of this exhibit.



ALDERSON COMMERCIAL GROUP

East Elevation

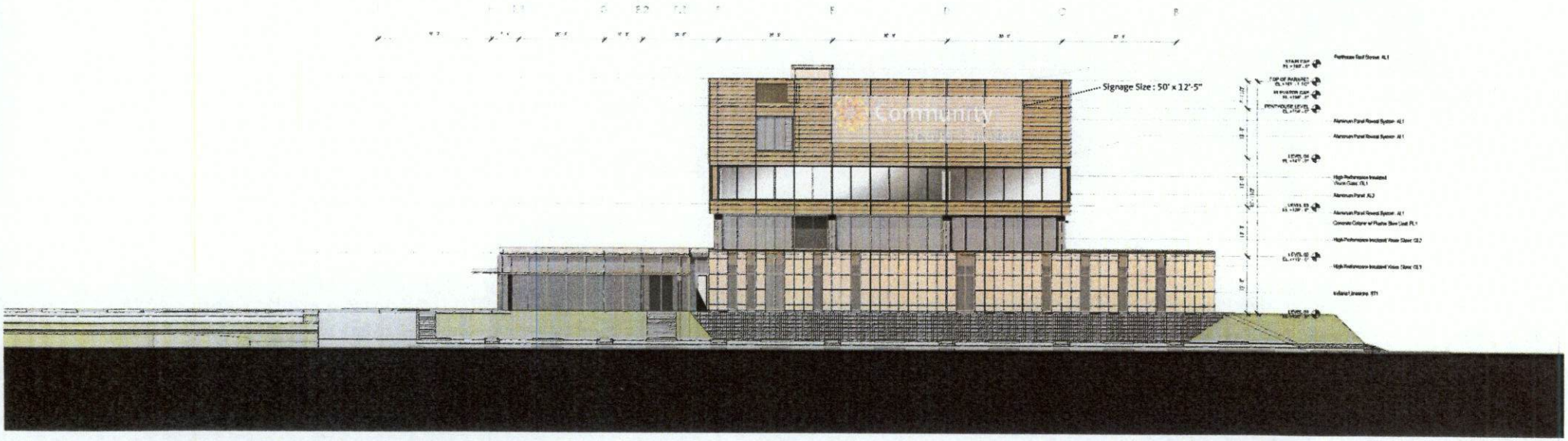
STUDIO AXIS



ALDERSON COMMERCIAL GROUP

West Elevation

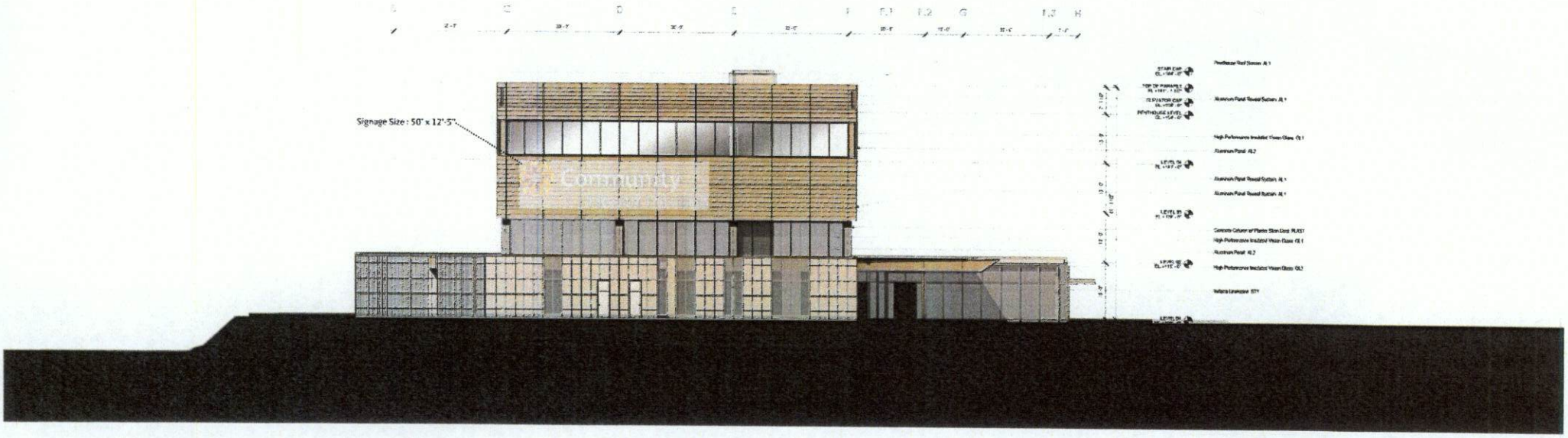
STUDIO AXIS



ALDERSON COMMERCIAL GROUP.

North Elevation

STUDIOAXIS



ALDERSON COMMERCIAL GROUP.

South Elevation

STUDIO AXIS

2023006573 ORDINANCE $25.00
03/02/2023 11:06:31A 27 PGS
Trini Beaver
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE 22-29

Woods - Robinson - Briggs PUD Amendment II

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

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

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

WHEREAS, the Common Council enacted Ordinance No. 21-10, The Woods-Robinson-Briggs Planned Unit Development on March 22, 2021;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**2207-PUD-13**), requesting (i) an amendment to the Unified Development Ordinance and the Zoning Map with regard to the subject real estate more particularly described in **Exhibits A** (the "Gerth Property") and **Exhibit B** (the "Original Woods-Robinson-Briggs PUD Real Estate"), and (ii) an amendment to the District and Concept Plans of the Woods-Robinson-Briggs PUD Ordinance;

WHEREAS, the Commission forwarded Petition No. **2207-PUD-13** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation **(7-0)** in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on February 7, 2023; and,

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

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

COPY

Section 1. Applicability of Ordinance.

1.1 The Unified Development Ordinance and Zoning Map are hereby changed to incorporate the Gerth Property into the **Woods-Robinson-Briggs Planned Unit Development District** (the "District").

1.2 This Ordinance shall also amend the Woods Robinson Briggs PUD Ordinance as applicable to the Original Woods Robinson Briggs PUD Real Estate.

1.3 Development of the Gerth Property and the Original Woods-Robinson-Briggs PUD Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, the Woods-Robinson-Briggs 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.

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

1.5 All provisions and representations of the (i) Unified Development Ordinance and (ii) the Woods-Robinson-Briggs PUD Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Gerth Property and the Original Woods Robinson Briggs PUD Ordinance and shall be superseded by the terms of this Ordinance.

Section 2. Definitions

2.1 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:

- Reception / Event Center: Buildings and facilities owned or operated by a corporation, association, person or persons which are frequently rented out for public or private social gatherings, parties, special occasions, business meetings or similar events that are not repeated on a weekly basis and which are not open to the public on a daily basis at times other than when the event is scheduled.

Section 3. District Area Assignment

3.1 The Gerth Property is hereby assigned to District 1/the Commercial District, as originally set forth in Ordinance 21-10 (the "Assigned Area"). The standards of the Woods-Robinson-Briggs PUD Ordinance applicable to the Assigned Area shall apply to the development of the Gerth Property

3.2 The District Plan attached hereto and incorporated herein by reference as Exhibit C (the "District Plan") hereby amends the Woods Robinson Briggs PUD District Plan.

Section 4. Concept Plan

4.1 Section 3 Concept Plan shall be replaced with the following:

- The Concept Plan, attached hereto and incorporated herein by reference as Exhibit D (the "Concept Plan"), hereby in accordance with Article 10.0(F)(2) Planed Unit Development District; PUD District Ordinance Requirements; Concept Plan.
- The final layout and site design shall be in substantial compliance with the Concept Plan, see Exhibit D, as determined by the Director of Community Development.

Section 5. Illustrative Character Exhibits

5.1 The "Illustrative Character Exhibits" attached hereto as Exhibits E through N are hereby incorporated as a compilation of images designed to capture the intended character and quality to be constructed in each defined district and subsequent areas identified on the Concept Plan, Exhibit D.

- Exhibits E through L shall replace Exhibit D, Commercial District 1 Character Exhibits, originally set forth in Ordinance 21-10.
- Exhibit M shall replace Exhibit E, Park / Trail Head District 2 Character Exhibits, originally set forth in Ordinance 21-10.

Section 6. Overlay Districts

6.1 Section 7.2 shall be replaced with the following:

- Article 5.3(I) Minimum Height Requirements, Article 5.3(J) Building Size Requirements, Article 5.3(K) Architectural Design Requirements, and Article 5.3 (M) Miscellaneous Requirements of the 32 Overlay shall apply to development within District 1 except as otherwise modified by this Ordinance.
- Commercial Recreational Facility Use Buildings:
  - Commercial Recreational Facility use buildings which are seventy-five thousand (75,000) square feet in size or greater may use tilt-up concrete in lieu of Masonry Materials provided that the tilt-up concrete contains multiple colors and texturing similar to those seen in Exhibit L, Commercial Recreational Facility.
  - Commercial Recreational Facility use buildings which are seventy-five thousand (75,000) square feet in size or greater with flat roofs shall not be required to contain articulated cornices or roofline modulations as set forth in Article 5.3(K)(2)(f)(ii).
  - Commercial Recreational Facility use buildings which are seventy-five thousand (75,000) square feet in size or greater in size shall be

permitted to utilize Architectural Insulated Panels as the primary exterior building material. Architectural Insulated Panels shall be permitted to exceed twenty-five percent (25%) of each individual Building Façade.

- In the event Architectural Insulated Panels are utilized as a primary exterior building material:
  - A minimum eight (8) foot height wainscot or brick-wrap effect utilizing Masonry Materials shall be required along all Building Façade bases. Architectural Insulated Panels shall not be permitted below eight (8) feet in height along the base of all Building Facades.
  - A minimum of twenty-five percent (25%) of each Building Façade, exclusive of windows (including faux windows and glazing), doors and loading berths, shall be covered with Masonry Materials.

- The primary building entrance to Commercial Recreational Facility Buildings may utilize enhanced use of glass in lieu of Masonry Materials and multiple architectural elements as shown in Exhibit L, Commercial Recreational Facilities. The architectural design of the primary building entrance shall be offset a minimum of four (4) feet in depth and extend the entire vertical plane of the building.

- Church / Event / Reception Use Buildings:
  - Wood materials shall be permitted as the primary exterior building material and shall be permitted to exceed twenty-five percent (25%) of each individual Building Façade.
  - In the event wood materials are utilized as a primary exterior building material:
    - A wainscot or brick-wrap effect around buildings shall not be required.
    - Increased and enhanced use of Masonry Material shall not be required around building entrances and on Building Façades.
    - A minimum of twenty percent (20%) of each Building Façade, exclusive of windows (including faux windows and glazing), doors and loading berths, shall be covered with Masonry Materials.
- All Commercial Use Buildings:
  - EIFS shall be prohibited below eight (8) feet in height.

Section 7. District 1

7.1 Section 8 General Regulations, Article 8.1 of Ordinance 21-10 "District 1" shall be replaced with the following:

- Minimum Lot Frontage: No Minimum, however all lots shall have vehicular access to a Street (e.g. via a shared ingress / egress easement).
- Project Perimeter Setback: Shall not apply.
- Building Size Requirement:
  a) Minimum Building size:

        - Lots adjacent to 191st Street: The Minimum Gross Floor Area shall be five-thousand (5,000) square feet, which shall include the square footage of all pergolas, hardscaped outdoor seating, public art, artistic landscaping, and amenities up to one-thousand (1,000) square feet.
        - All other instances: Five-thousand (5,000) square feet.
    b) Maximum Building size: One-hundred and fifty-thousand (150,000) square feet, except that a Commercial Recreational Facility may be up to two-hundred thousand (200,000) square feet in size.
    c) Maximum Building Height: Sixty (60) feet except when adjacent to residential units, the maximum shall be three (3) stories.
- <u>Minimum Building Setback Lines</u>:
    a) Front Yard
        - 191st Street: Sixty (60) feet
        - All other streets: Fifteen (15) feet
    b) Side Yard
        - Adjacent to Residential District: Sixty (60) feet
        - All other instances: No Minimum
    c) Rear Yard
        - Adjacent to Residential District: Sixty (60) feet
        - All other instances: No Minimum
    d) Monon Trail
        - Sixty (60) feet from Monon Trail Right-of-way
- <u>Maximum Building Setback Lines</u>:
    a) 191st Street: One-hundred and twenty (120) feet
    b) Grand Park Boulevard: One-hundred and twenty (120) feet
    c) Monon Trail: One-hundred and twenty (120) feet
- Area B
    a) Commercial Recreational Facility:
        - A Commercial Recreational Facility shall be developed in Area B as depicted on the Concept Plan, Exhibit D.
        - This Commercial Recreational Facility shall include: 1) racquet games (i.e. pickle ball, tennis, squash, or other similar games / sports); and 2) may include, but not limited to the following ancillary uses such as a fitness center, indoor track, spa, and indoor / outdoor food and beverage areas.
        - The Commercial Recreational Facility shall be similar to the character and quality as shown on Exhibit L, Commercial Recreational Facility.
- Area C
    a) Mixed-use Area 1
        - <u>Water Feature</u>: A water feature shall be required in Area C, mixed-use Area 1 as depicted on the Concept Plan, Exhibit D. The water feature shall be similar to the character and quality as shown on Exhibit G, Water Feature.
            - At a minimum, the water feature shall have a minimum water "pool" size of five-hundred (500) square feet; contain multiple vertical moving water elements; include adjacent pedestrian access;

incorporate adjacent hardscape design with multiple materials and colors; and provide seasonal interest when the water feature is non-operational.

- The water feature shall be required to be shown on the first Detailed Development Plan submittal associated with Mixed Use Area 1. The water feature shall be developed in conjunction with the first building constructed within Mixed Use Area 1. The water feature shall not be constructed prior to the issuance of a building permit within Mixed Use Area 1 nor shall a permanent Certificate of Occupancy be release prior to the completion of the water feature unless an alternative timeline is approved by the Director of Community Development.

- Pedestrian Promenade: A pedestrian promenade shall be required in Area C, Mixed-Use Area 1 as depicted on the Concept Plan, Exhibit D. The pedestrian promenade shall be similar to the character and quality as shown on Exhibit H, Pedestrian Promenade.
  - At a minimum, the pedestrian promenade shall be a car-free pedestrian oriented linear walkway that includes multiple hardscape materials and colors; a minimum five-thousand (5,000) square foot continuous greenspace, which may include synthetic turf; areas for pedestrian gathering; seating areas; fire pits; shade elements; a mixture of tree, shrub, and groundcover plantings; and multiple connections to adjacent pedestrian pathway networks.
  - Multiple Front Building Facades shall be located on each side of the pedestrian promenade within Mixed Use Area 1 and provide direct access to the pedestrian promenade space.
  - The overall pedestrian promenade layout shall be required to be shown on the first Detailed Development Plan submittal associated with Mixed Use Area 1. The pedestrian promenade shall be sequentially developed in conjunction with building(s) constructed within Mixed Use Area 1. The pedestrian promenade shall not commence construction prior to the issuance of a building permit within Mixed Use Area 1. A permanent Certificate of Occupancy shall not be release prior to the completion of the applicable pedestrian promenade segment(s) unless an alternative timeline is approved by the Director of Community Development.

- Mixed-use Units: The mixed-use units shall be developed in Mixed-use Area 1 as identified on the Concept Plan, Exhibit D. Mix-use units shall be buildings two (2) to three (3) stories in height featuring general retail uses on the ground

floor with short-term rental units above. Retail uses may utilize a second floor provided a third floor contains short-term rental units. For the purposed of this Ordinance, short-term rental units shall be deemed as a Hotel use.

- Minimum ground floor building size: ten-thousand (10,000) square feet
- Maximum ground floor building size: twenty-thousand (20,000) square feet
- Minimum number of short-term rental units: fifteen (15) units
- Maximum number of short-term rental units: two-hundred (200) units
- Short-term Rental Units may vary in size from a minimum of six-hundred (600) square feet to a maximum of one-thousand five hundred (1,500) square feet.
- Short-term Rental Units shall be taxed the same as a Hotel and shall enter into an agreement with Grand Park in their pay-to-play program as other hotels have done.

▪ Buildings located within Mixed-use Area 1 shall be similar to the character and quality as shown on Exhibit J, Mixed-use Areas.

b) Mixed-use Area 2

▪ A Mixed-use area shall be developed in Area C as depicted on the Concept Plan, Exhibit D. Buildings located within Mixed-use Area 2 shall be similar to the character and quality as shown on Exhibit J, Mixed-use Areas.

c) Commercial Recreational Facility:

▪ A Commercial Recreational Facility shall be developed in Area C as depicted on the Concept Plan, Exhibit D. The Commercial Recreational Facility shall be similar to the character and quality as shown on Exhibit L, Commercial Recreational Facility.

d) Plaza:

▪ A pedestrian plaza shall be required in Area C as depicted on the Concept Plan, Exhibit D. The plaza space shall be similar to the character and quality as shown on Exhibit I, Plaza.

- At a minimum, the Plaza shall be one-quarter (1/4) acre in continuous size (i.e. unfragmented) measured by usable and accessible pedestrian focused spaces; include areas for pedestrian gathering; seating areas; shade elements; a balance of hardscape and landscape areas; multiple hardscape materials and colors; and connection to the adjacent pedestrian pathway network.
- The plaza shall be located directly adjacent to and provide direct access to the Front Building Façade,

specifically the southwest corner, of the Commercial Recreational Facility located within Area C.

- The plaza shall be required to be shown on the Detailed Development Plan submittal associated with the Commercial Recreational Facility located in area C. The plaza shall be developed in conjunction with the Commercial Recreational Facility. The plaza shall not be constructed prior to the issuance of a building permit for the Commercial Recreational Facility nor shall a permanent Certificate of Occupancy be release for the Commercial Recreational Facility prior to the completion of the plaza unless an alternative timeline is approved by the Director of Community Development.

- Area D
  a) Mixed-use Area 3
     - A Mixed-use area shall be developed in Area D as depicted on the Concept Plan, Exhibit D. Buildings located within Mixed-use Area 3 shall be similar to the character and quality as shown on Exhibit J, Mixed-use Areas.
  b) Mixed-use Area 4
     - A Mixed-use area shall be developed in Area D as depicted on the Concept Plan, Exhibit D. Buildings located within Mixed-use Area 4 shall be similar to the character and quality as shown on Exhibit J, Mixed-use Areas.
     - Church / Event / Reception Center use building(s) may be developed in Area D as depicted on the Concept Plan, Exhibit D. Church / Event Center use buildings shall be similar to the character and quality as shown on Exhibit K, Church / Event / Reception Center.
- Entry Drives
  a) Grand Park Boulevard
     - Grand Park Boulevard as depicted on the Concept Plan, shall be developed with a landscape design similar to the character and quality as shown on Exhibit E, Grand Park Boulevard.
       - At a minimum, the Grand Park Boulevard landscape design shall include a planted roadway median; a mixture of shade trees, ornamental trees, shrubs, and groundcover plantings; and areas of seasonal interest landscaping.
       - The Grand Park Boulevard right-of-way landscape design plans shall be included with the first District 1 Detailed Development Plan submittal with development that is serviced by the roadway.
  b) Wood Farm Place and "Access Drive 3"
     - Wood Farm Place as depicted on the Concept Plan, shall be developed with a landscape design similar to the character and quality as shown on Exhibit F, Grand Park Boulevard / "Access Drive 3".

- At a minimum, the Wood Farm Place / "Access Drive 3" landscape design shall include street trees on each side of the roadway; and areas of landscape shrubs / groundcover plantings beds.
- The Wood Farm Place right-of-way landscape design plans shall be included with the first District 1 Detailed Development Plan submittal with development that is serviced by the roadway.
- The "Access Drive 3" landscape design plans shall be included with the construction plans for the roadway at time of development.

Section 8. District 2: Park/Trail Head District

8.1 Article 8.2 of Ordinance 21-10, "District 2 Park/Trail Head District" shall be replaced with following:

The Park District (a minimum of 3 acres in size up to a maximum of 5 acres) is to be a donation or designated conservatory by Wood Family Farm of Hamilton County, LLC or a successor in interest (the "Owner") with respect to the Park District. The Park District shall be developed as a nature-focused park/recreation area available to the general public (the "Park"). The Park District shall serve as a trail head of the Monon Trail. The following standards shall apply to District 2:

- Open-sided shelters shall be permitted.
- Enclosed buildings for park-related activities and/or facilities such as restrooms, maintenance, and similar other uses deemed appropriate for a passive activity park as determined by the Director of Community Development, shall be permitted.
- Park amenities shall include the following:
  a) Playground equipment;
  b) Lighting and safety features as may be reasonably required for a dusk-to-dawn community park;
  c) Exercise stations;
  d) Lawn area for recreational play such as frisbee, croquet, corn hole, etc;
  e) Sculptured walking areas;
  f) Crushed stone trails similar to Cool Creek connecting features within the Park; and
  g) Other similar amenities and features commonly related to a passive park use as determined by the Director of the Community Development Department.
- An application for Detailed Development Plan Review for the park/trail head in District 2 shall be submitted to the Community Development Department within one year from the issuance of the first Improvement Location Permit for the Real Estate. The park amenities listed above shall be installed within District 2 within one year of the aforementioned Detailed Development application

submittal unless The Director of the Community Development Department approves an extension due to unforeseen circumstances.

- Development of District 2, the Park District, shall be in substantial compliance with Exhibit N, the Park Plan, as determined by the Director of Community Development.
- The playground required as part of this section shall be similar to the character and quality shown in Exhibit M, Playground Equipment, as determined by the Director of Community Development.

Section 9. Development Standards

9.1 Article 6.14 Parking and Loading Standards:

- A maximum of three (3) rows of parking and two (2) associated drive aisles shall be permitted to exist in the 191st Street Front Yard and Grand Park Boulevard Front Yard within District 1.

Section 10. Annexation

10.1 The Gerth Property, 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 the Real Estate.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMILTON COUNTY, INDIANA THIS 13th DAY OF Feb, 2023.

WESTFIELD COMMON COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

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

This Instrument prepared by: Birch Dalton, EdgeRock Development, 555 E. Main Street, Westfield, IN 46074

I hereby certify **ORDINANCE** 22-29 was delivered to the Mayor of Westfield on the 15th day of February, 2023.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 22-29 this 15th day of February, 2023.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-29 this _____ day of _____, 2023.

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

Exhibit A

Gerth Property Legal Description

Part of the Northwest Quarter of Section 25, Township 19 North, Range 3 East, Washington Township, Hamilton County, State of Indiana being more particularly described as follows:

Commencing at the South East corner of the North West quarter of Section 25, Township 19 North, Range 3 East, thence West 1559.27 feet along the south line of said quarter section to the true point of Beginning, said point being a boat spike set in the middle of the pavement, thence continuing along said South section line 179.65 feet to a point, said point being a boat spike set in the pavement in line with a fence to the North, thence N 0° 55' 41" E 1238.90 feet along said fence line to a point; said point being an iron pipe set in the Westerly Right of Way of the Monon Railroad, thence S 32° 32' 33" E 325.52 feet along said Right of Way to a point, said point being an iron pipe set in the Westerly Right of Way of said Railroad, thence departing from said Right of Way S 0° 55' 41" W 964.46 feet to the Point of Beginning and containing 4.54 acres.

Exhibit B

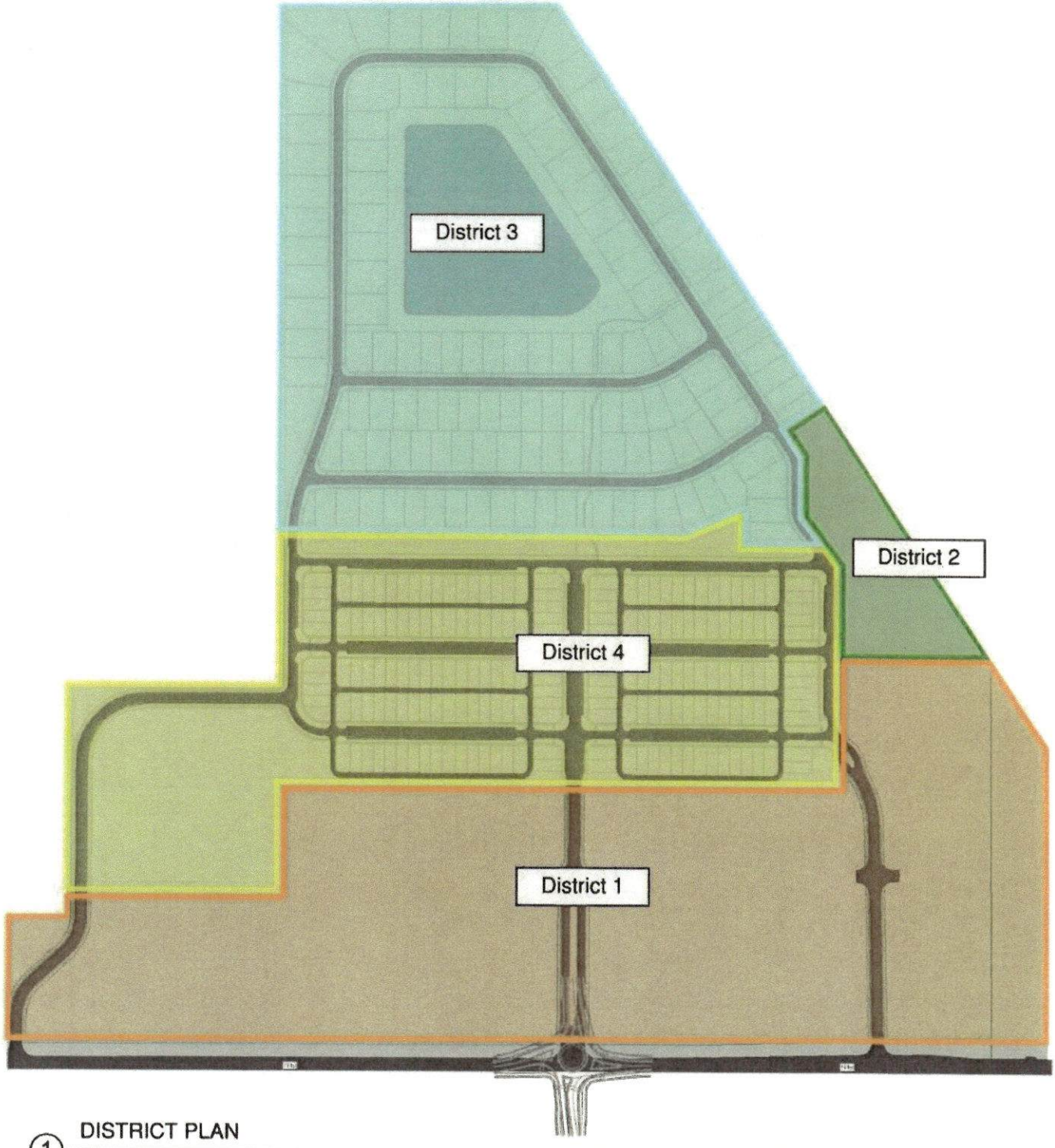
Original Woods-Robinson-Briggs PUD Legal Description (sans Gerth Property)

A part of the Southeast Quarter of Section 23, part of the Northwest Quarter of Section 25, and part of the Northeast Quarter of Section 26 all in Township 19 North, Range 3 East Hamilton County, Indiana, described as follows:

BEGINNING at the Southeast Corner of the Northeast Quarter of Section 26; thence along the south line of said Quarter South 89 degrees 54 minutes 14 seconds West (bearings are derived from coordinates based on the Indiana State Plane Coordinate System East Zone NAD 83 (2011) epoch 2010.0) a distance of 1323.22 feet to the Southeast Corner of the West Half of said northeast Quarter; thence continue along the south line of said Quarter Section South 89 degrees 54 minutes 14 seconds West 850.18 feet to a point 188.57 feet west of the Southwest Corner of the East Half of said Half Quarter Section; thence parallel with the west line of said East Half of said West Half Quarter Section North 00 degree 13 minutes 27 seconds East 462.01 feet; thence parallel with aforesaid south line North 89 degrees 54 minutes 14 seconds East 188.57 feet to the west line of the East Half of said West Half; thence along said west line North 00 degree 13 minutes 27 seconds East 723.04 feet to the northwest corner of 18 acres off the entire south end of said Half Half Quarter Section; thence along the north line of said 18 acres North 89 degrees 54 minutes 14 seconds East 661.74 feet to the northeast corner of said 18 acres; thence along the west line of the East Half of said Northeast Quarter North 00 degrees 13 minutes 50 seconds East 1463.08 feet to the Southwest Corner of the South Half of the of the Southeast Quarter of the Southeast Quarter of said Section 23; thence along the west line of said Half Quarter Quarter of said Section 23 North 00 degrees 01 minute 08 seconds West 663.50 feet to the Northwest Corner of the South Half of the Southeast Quarter of said Southeast Quarter; thence along the north line of said Half Quarter Quarter Section North 89 degrees 39 minutes 04 seconds East 866.88 feet to the westerly line of the lands of the City of Westfield (Former Monon Railroad); thence along said westerly line South 33 degrees 30 minutes 30 seconds East 2461.68 feet to the east northeast corner of the lands of the Wood Family Farm of Hamilton County, LLC as described in Instrument No. 2015012811; thence along the east line of Wood South 00 degrees 16 minutes 39 seconds East 1242.37 feet to the south line of the Northwest Quarter of said Section 25; thence along said south line South 88 degrees 46 minutes 09 seconds West 919.30 feet to the place of beginning, containing 157.53 acres, more or less.

Exhibit C

District Plan



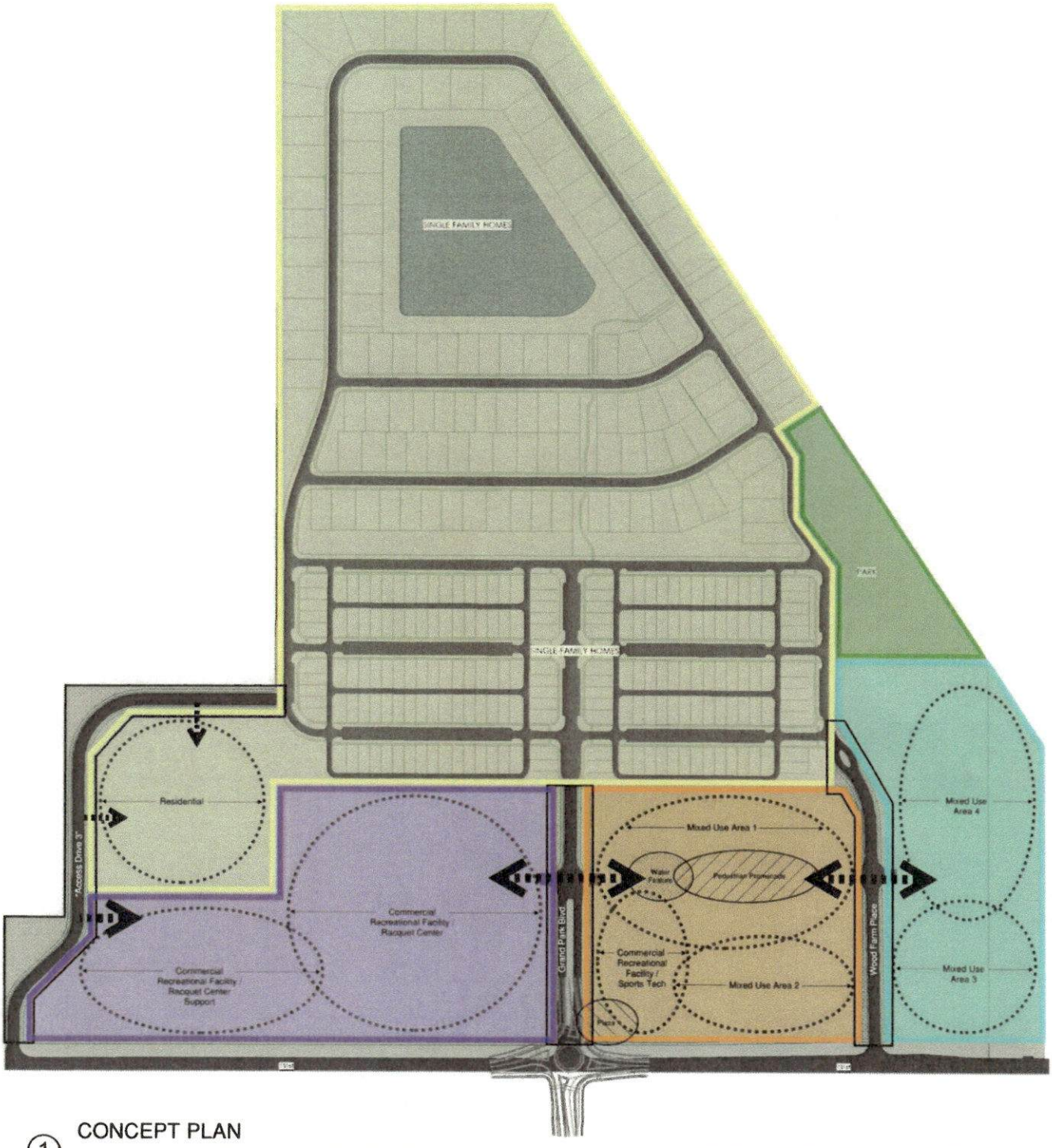
1 DISTRICT PLAN
1" = 400'-0"

11/18/22

Cooler Design
ARCHITECTURE • PLANNING • INTERIOR DESIGN

Exhibit D

Concept Plan



1 CONCEPT PLAN
1" = 400'-0"

Area "A"
Area "B"
Area "C"
Park Area
Area "D"
Entry Drives

11/18/22

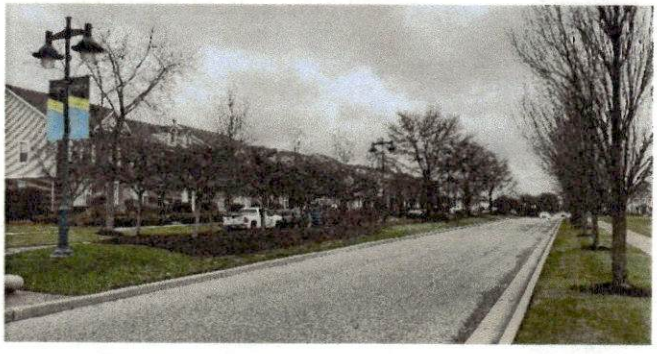
Cooler Design
ARCHITECTURE • PLANNING • INTERIOR DESIGN

Exhibit E

Grand Park Boulevard Landscape

1

2



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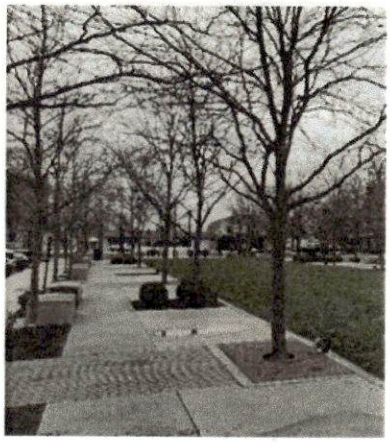

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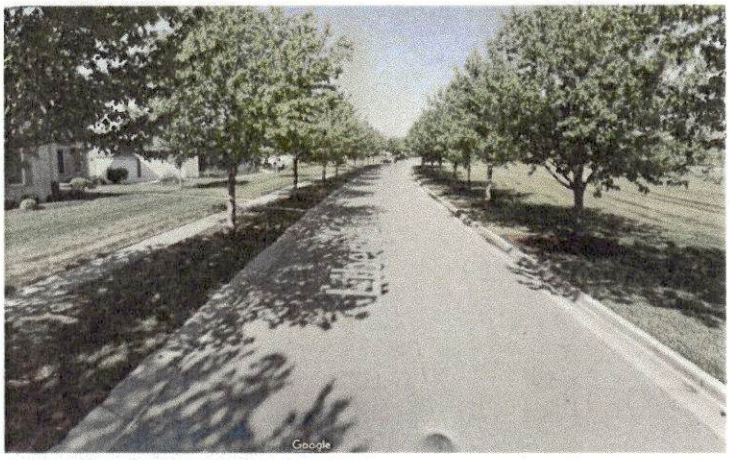
Exhibit F

Wood Farm Place and "Access Drive 3" Landscape

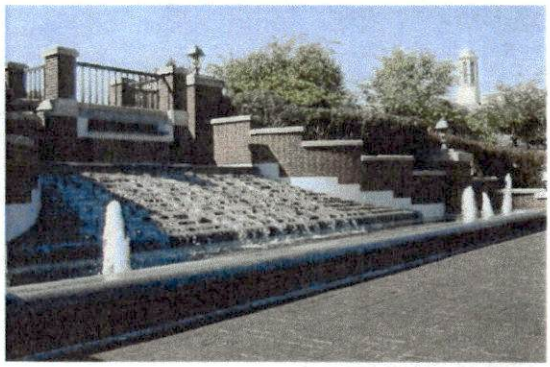


1

2

Exhibit G

Water Feature



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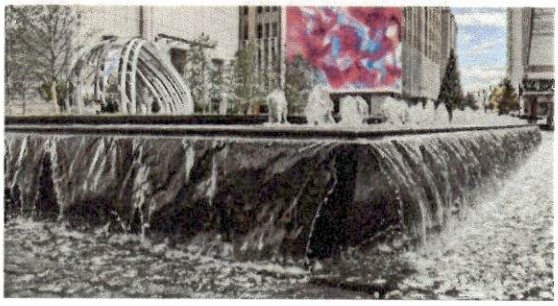

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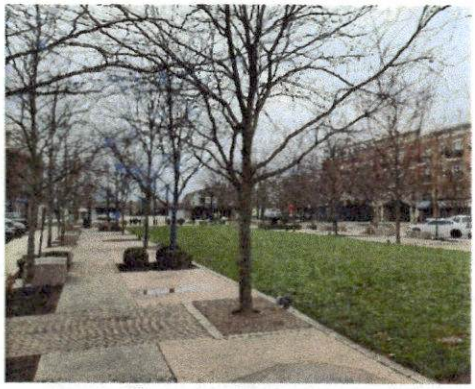
Exhibit H

Pedestrian Promenade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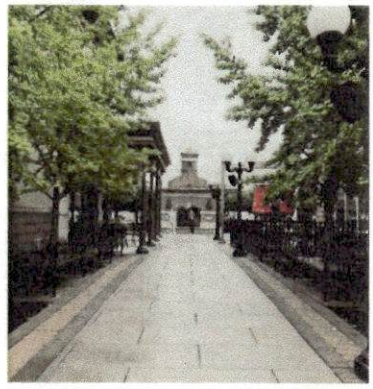
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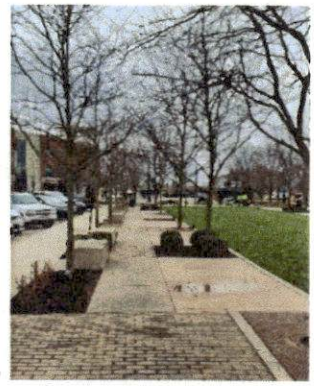
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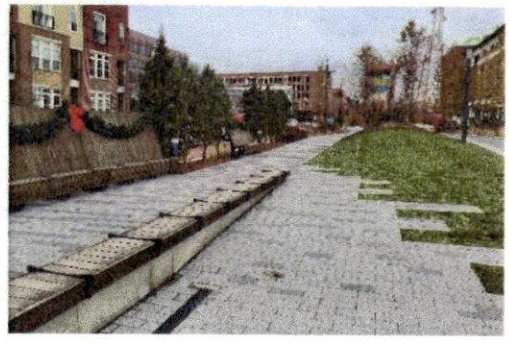
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Exhibit I

Plaza

1

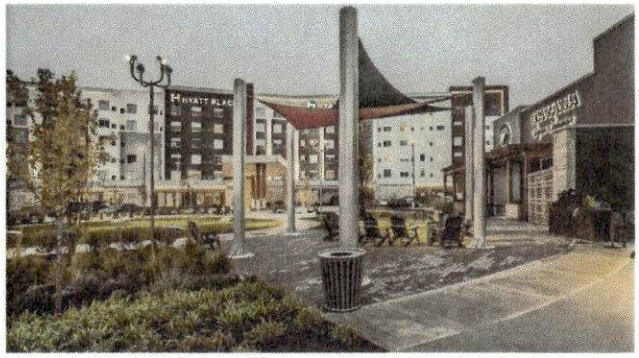

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Exhibit J

Mixed-use Area(s)

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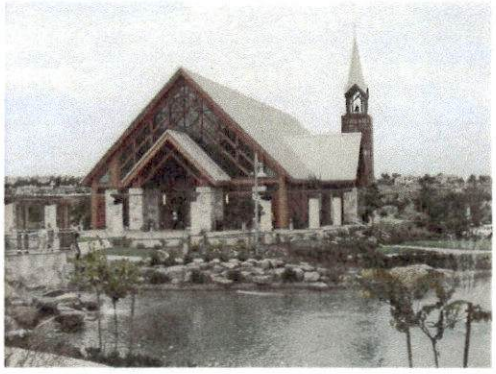
Exhibit K

Church / Event / Reception Center



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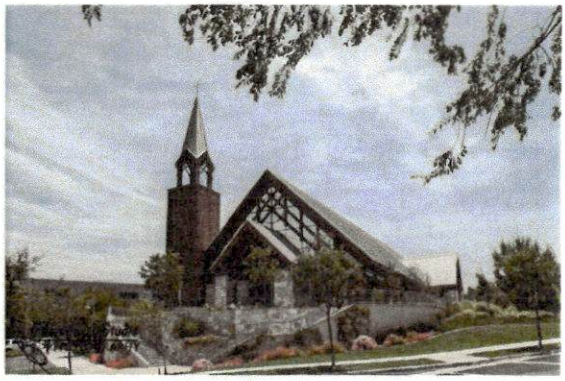
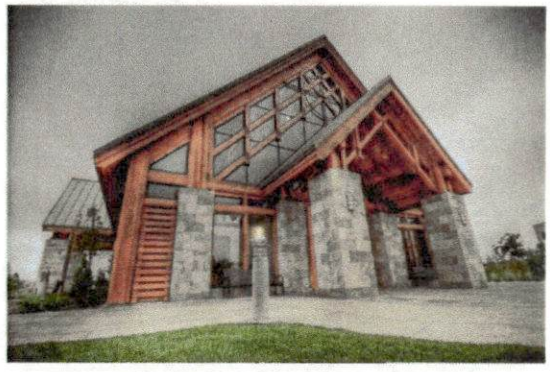


2

3



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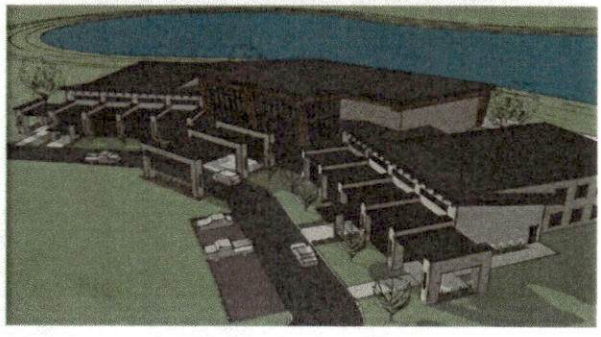

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Exhibit L

Commercial Recreational Facilities

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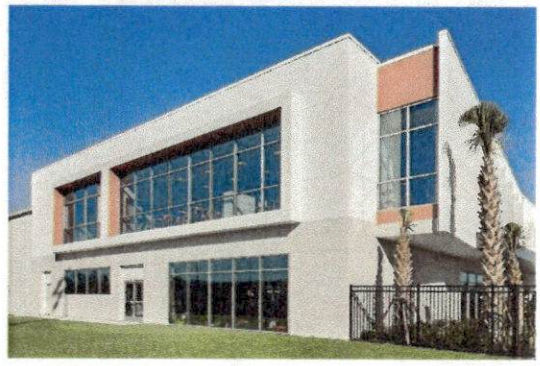

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Exhibit M

Playground Equipment

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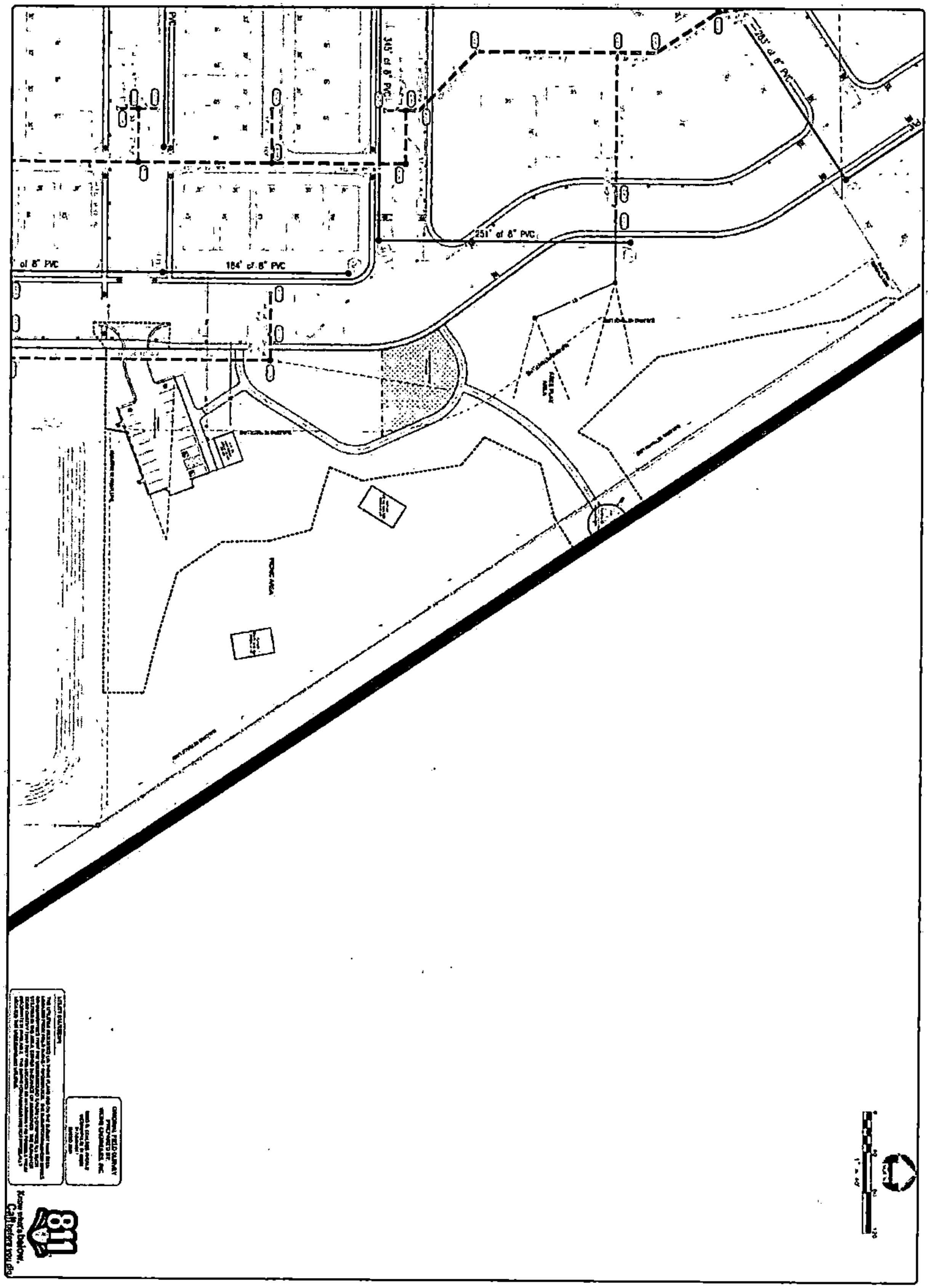
Exhibit N

Park Plan