

Westfield City Council Members

Mark Keen, President (District 1)
Steve Hoover (District 2)
Robert L. Horkay, (District 5)
Chuck Lehman, (District 4)
Joe Edwards (District 3)
Cindy L. Spoljaric (At Large)
Jim Ake Vice President (At Large)



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_06_10_2019

Monday, June 10, 2019 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, June 10, 2019 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

Special Proclamation: Samantha Brown, from Carey Ridge will be Mayor for the Evening

Pledge of Allegiance

Invocation by Rob Griepentrog with OnSite Internal Prayer

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 5-13-19](#)

Claims:

Documents: [Docket](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Special Presentation: WHS & WGT -Youth Climate Accord (working to reduce carbon footprint)

Old Business:**Ordinance 19-11: Chatham Hill PUD Amendment VI****Council Introduction: April 8, 2019****APC Public Hearing: May 8, 2019****APC Recommendation: May 20, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-11](#) | [Concept Plan](#) | [Location Map](#) | [Neighborhood Meeting Summary](#) | [Public Comment](#) | [APC Certification](#) | [Department Report](#)****Ordinance 19-12: Austrian Pine PUD****Council Introduction: April 8, 2019****APC Public Hearing: May 8, 2019****APC Recommendation: May 20, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-12](#) | [Staff Report](#) | [Location Map](#) | [Comprehensive Plan](#) | [Concept Plan](#) | [Illustrative Layout](#) | [Character Exhibit](#) | [APC Certification](#)****Ordinance 19-14: Westfield High School Campus PUD District****Council Introduction: May 13, 2019****APC Public Hearing: May 20, 2019****APC Recommendation: June 3, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-14](#) | [Staff Report](#) | [Location Map](#) | [Concept Plan](#)****Ordinance 19-15: Westfield Center PUD District****Council Introduction: April 8, 2019****APC Public Hearing: May 20, 2019****APC Recommendation: June 3, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-15](#) | [Staff Report](#) | [Location Map](#) | [Concept Plan](#)****Ordinance 19-18: Wheeler Landing Note****Council Introduction: May 13, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-18](#) | [Financing Agreement](#)****New Business:****Resolution 19-109: Establishment of an Economic Revitalization Area for 2101 Bastian Ct.****Council Introduction: June 10, 2019****Adoption Consideration: June 10, 2019****Documents: [Resolution 19-109](#) | [GIS Map](#)**

Ordinance 19-19: Oak Manor North PUD Amendment II (Options Charter School)**Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** August 5, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-19](#) | [Location Map](#)**Ordinance 19-20: Grand Park Fieldhouse PUD Amendment II (Recovery Room)****Council Introduction:** June 10, 2019**APC Public Hearing:** June 17, 2019**APC Recommendation:** July 1, 2019**Adoption Consideration:** July 8, 2019**Documents:** [Ordinance 19-20](#) | [Location Map](#) | [Concept Plan](#) | [Character Exhibit](#)**Ordinance 19-21: Midtown at Westfield PUD****Council Introduction:** June 10, 2019**APC Public Hearing:** July 15, 2019**APC Recommendation:** August 19, 2019**Adoption Consideration:** September 9, 2019**Documents:** [Ordinance 19-21](#) | [Character Exhibits](#) | [Concept Plan](#) | [Location Map](#) | [Narrative Statement](#) | [Petitioner's Presentation](#)**Ordinance 19-22: Westchester PUD Amendment****Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** August 5, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-22](#) | [Location Map](#) | [Modified Voluntary Commitments](#) | [Project Narrative](#) | [Petitioner's Presentation](#)**Ordinance 19-23: Union Row****Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** July 15, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-23](#) | [Location Map](#) | [Presentation Exhibit](#)**Ordinance 19-24: Bridlewood Subdivision****Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** July 15, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-24](#) | [Bridlewood Zoning Request](#) | [Bridlewood Location Map](#)

Miscellaneous Business: Approval of A Food Truck at Westfield-Washington Public Library on July 12, 2019

Guests:

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

Council Response to Guest Comments

City Council Comments

Mayor Comments

Adjourn

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

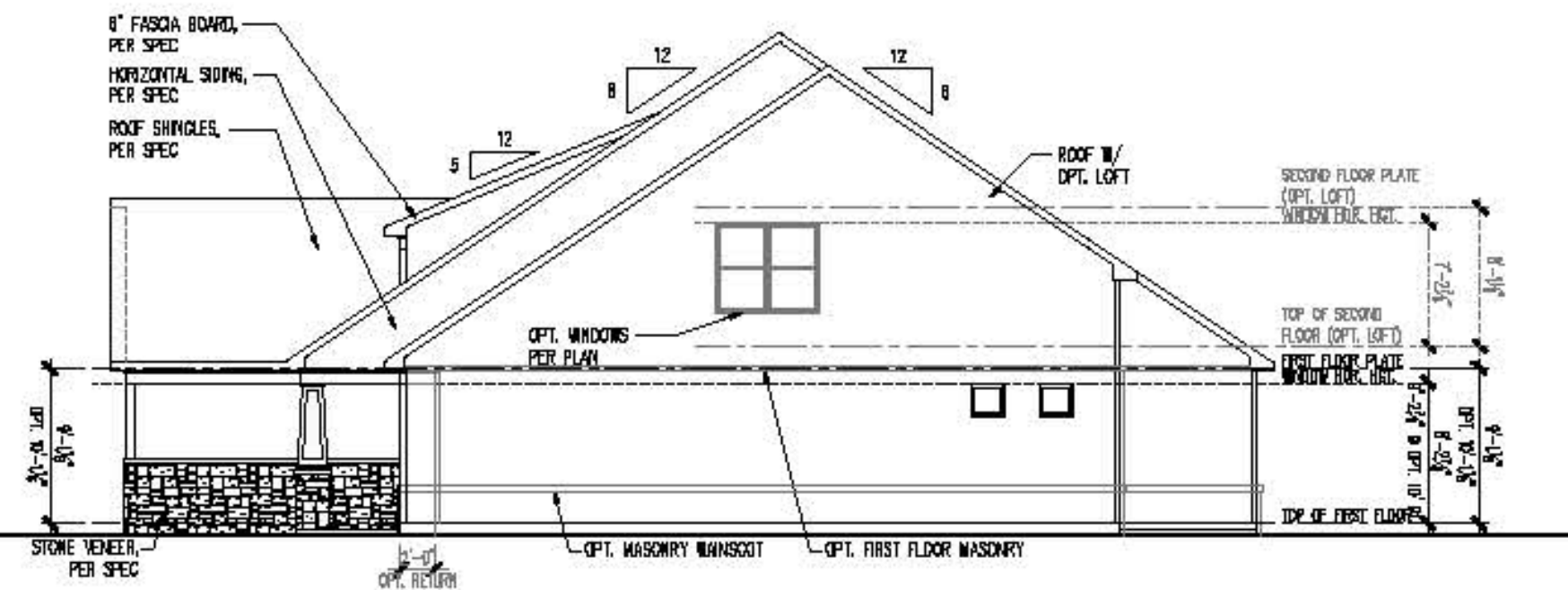
Working Meeting

Shake Siding Material Example



FRONT ELEVATION

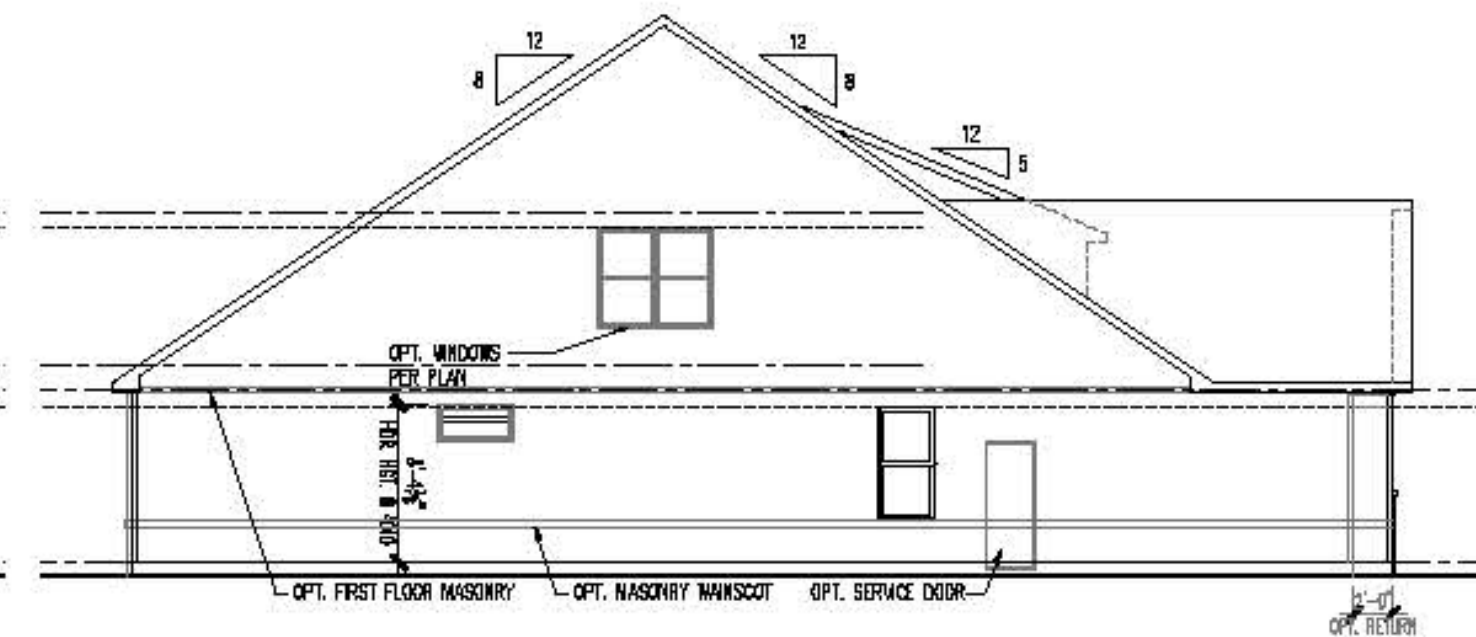
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RIGHT ELEVATION



REAR ELEVATION



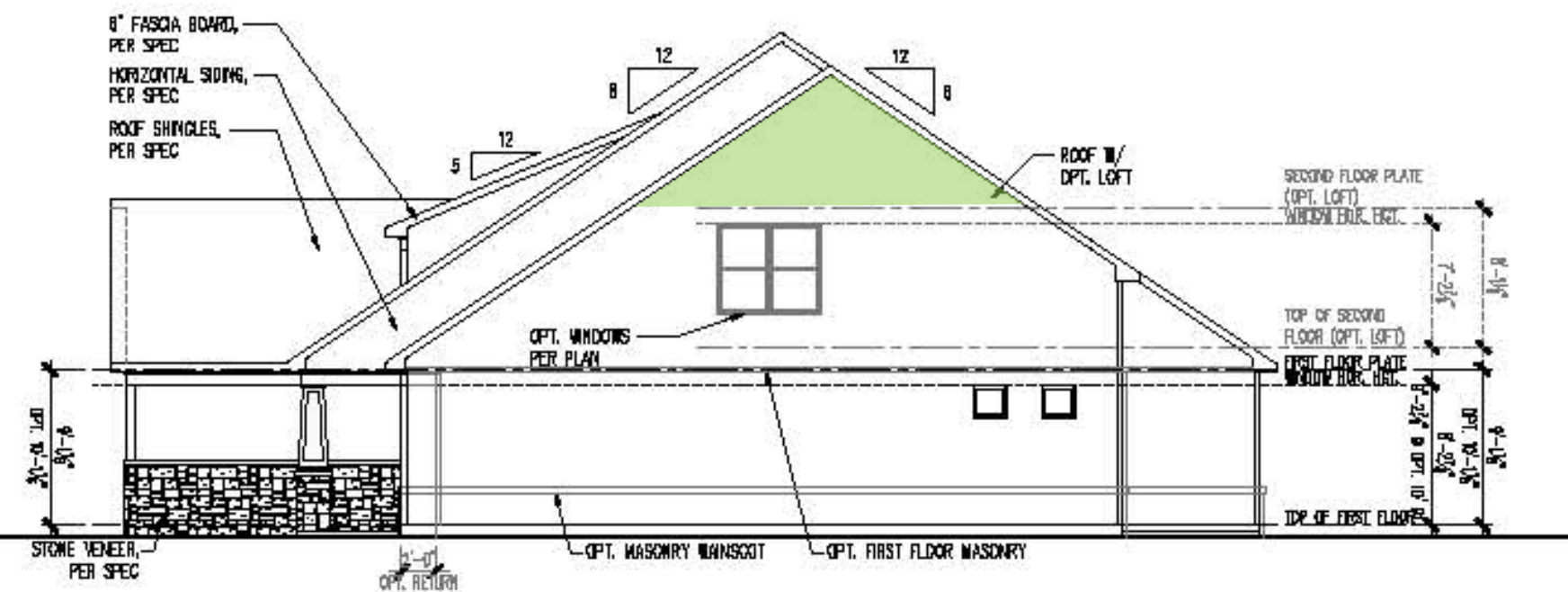
LEFT ELEVATION

Appropriate Shake Locations

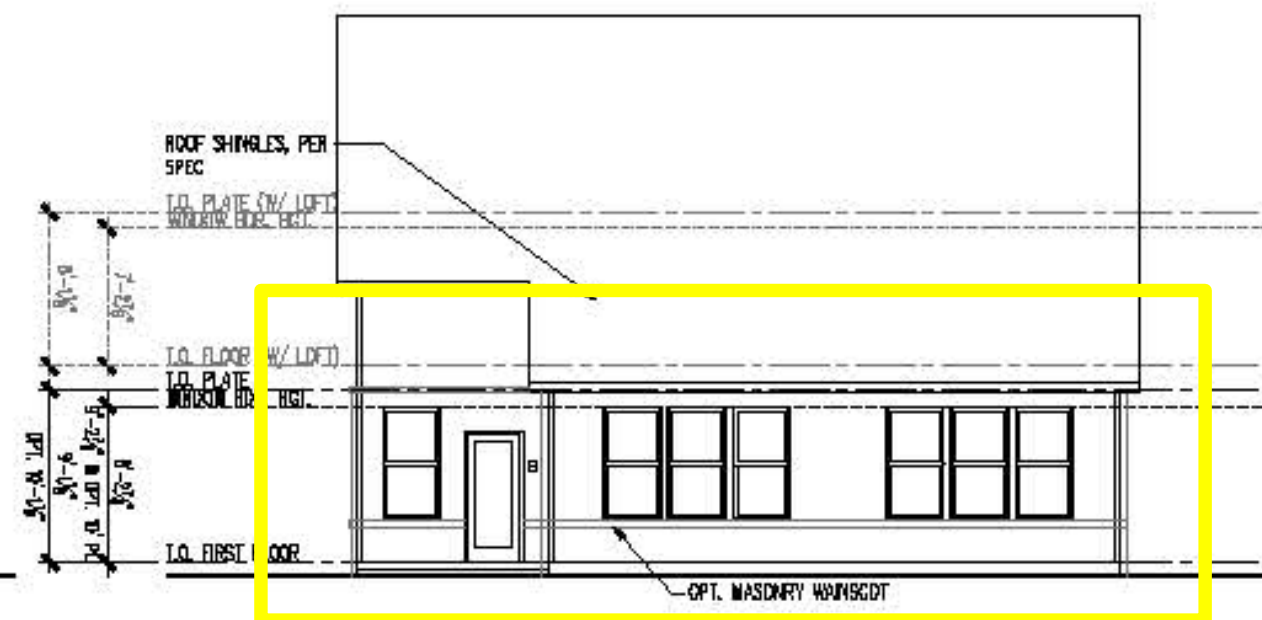


FRONT ELEVATION

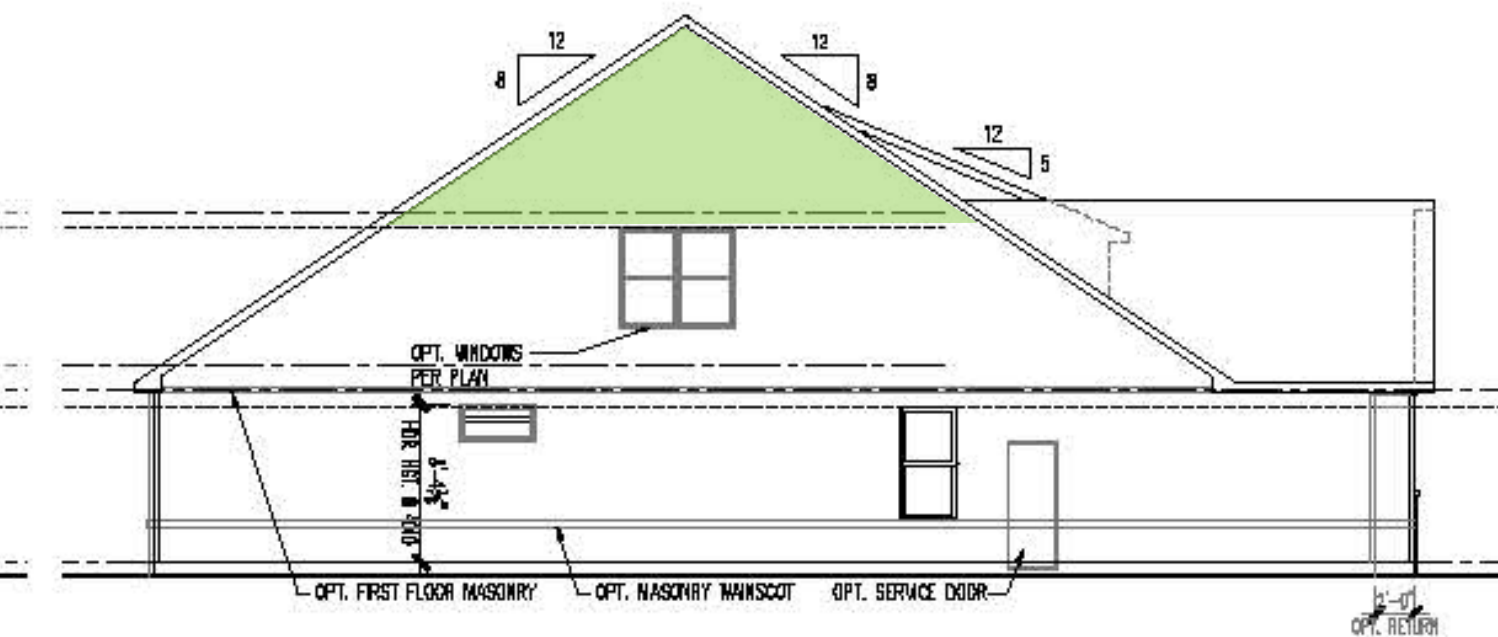
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RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

Rear Façade Example



Masonry Wainscot Example



Corner Break Example

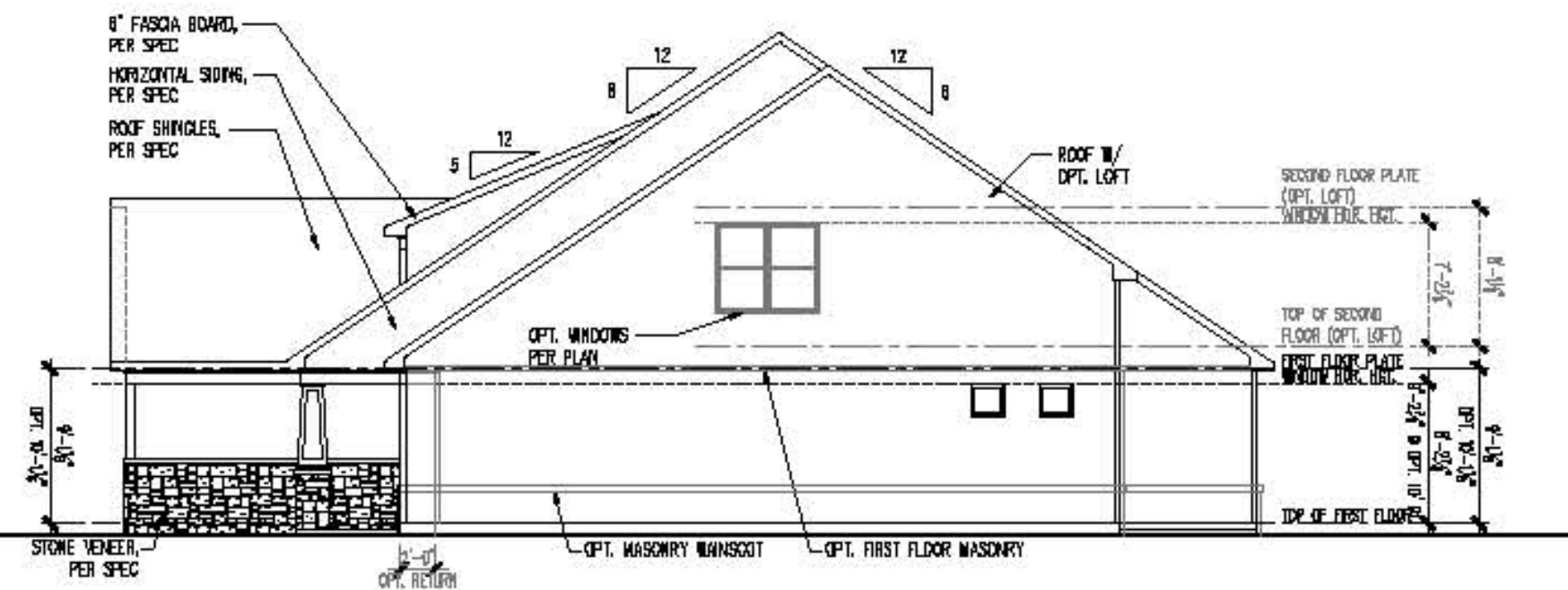


Replace Shake Area with Horizontal Siding Option



FRONT ELEVATION

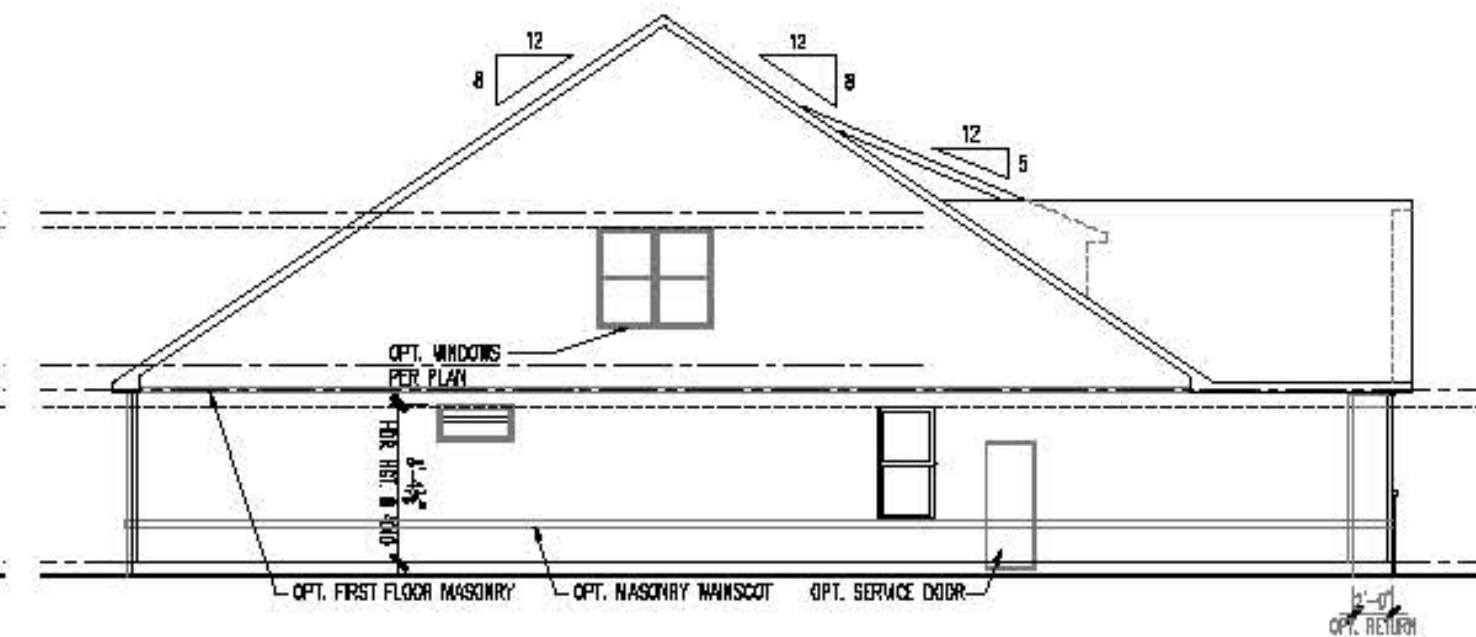
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

ORDINANCE NUMBER 19-24

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

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

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

WHEREAS, the Westfield-Washington Township Advisory Plan Commission (the "Commission") held a public hearing on _____, 2019, for a petition (**Petition No. 1907-REZ-01**) requesting to rezone certain lands within the City of Westfield;

WHEREAS, on _____, 2019, the Commission forwarded **Petition No. 1907-REZ-01** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (Vote: #-#) in accordance with Indiana Code § 36-7-4-608;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2019;

WHEREAS, the Common Council is subject to the provisions of the Indiana Code §36-7-4-608 concerning any action on this request; and

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

Section 1. Applicability of Ordinance.

- 1.1 The Zoning Map accompanying and made a part of the Westfield-Washington Unified Development Ordinance is amended to reclassify real estate (the "Real Estate") described in what is attached hereto and incorporated herein by reference as **Exhibit A**, from SB-PD: Special Business / Planned Development District to SF-4: Single-Family High Density District.
- 1.2 Development of the Real Estate shall be governed by the provisions of the Unified Development Ordinance.

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-24** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-24**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-24**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

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

Prepared by: Caleb Ernest, Associate Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074, (317) 519-8630

EXHIBIT A
(REAL ESTATE)

WRITTEN PUBLIC COMMENTS

Docket Number: 1905-PUD-09
Petitioner: Henke Development Group, LLC
Request: Petitioner requests zoning review of 153.2 acres +/- from the AG-SF1: Agriculture / Single-family Rural District to the Chatham Hills Planned Unit Development (PUD) District.

Enclosed Attachments:

May 20, 2019 Plan Commission Meeting

1. Gallagher, Jennifer

(05/20/19)

Hi Caleb,

I have a question on the Henke development. Will the developer or partners apply for any HUD grants or loans when building this housing project? If you are unsure, would you ask the developer. According to HUD this is public information.

Thanks

Jennifer

Sent from my iPad

Westfield City Council May 13, 2019

The Westfield City Council met on May 13, 2019 at the Westfield City Hall. Members present were, Mark Keen, Jim Ake, Chuck Lehman, Cindy Spoljaric, Steve Hoover, Bob Horkay and Joe Edwards. Also present were Clerk Treasurer Cindy Gossard, Mayor Cook and City Attorney Brian Zaiger.

President Keen called the meeting to order at 7:00 p.m.

Approval of Minutes:

Cindy Spoljaric made a motion to approve the April 8, 2018 minutes as presented.
Steve Hoover seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Jim Ake made a motion to approve the claims as presented. Bob Horkey seconded.
Vote: Yes- 7; No-0. Motion carries.

Miscellaneous Business/Special Presentations:

None

Old Business:

None

New Business:

Resolution 19-108: City of Westfield Finding Property Owners in Substantial Compliance for Tax Abatement Purposes

Adoption Consideration: May 13, 2019

Amanda Rubadue presented this item stating this is the annual review to verify those who have abatements within the city, are complying. Of the 17 active abatements 16 of those have meet the requirements with the exception of CPS Inc.

Jim Ake made a motion to approve Resolution 19-108 with the exception of denying CPS Inc. their abatement. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 19-14: Westfield High School PUD District

Council Introduction: May 13, 2019

APC Hearing: May 30, 2019

APC Recommendation: June 3, 2019

Adoption Consideration: June 10, 2019

Kevin Todd presented this item stating this PUD addresses the non-conforming zoning issues, clarifies signage usage and details prohibited and permitted uses.

On to APC

Ordinance 19-16: Springmill Trails PUD Amendment/Gristmill Crossing Commercial Area

Council Introduction: May 13, 2019

APC Public Hearing: June 3, 2019

APC Recommendation: July 1, 2019

Adoption Consideration: July 8, 2019

Pam Howard introduced this item stating this would re-establish the boundaries of the mixed-use and commercial properties, and permit auto related uses in both districts.

Jesse Pohlman spoke giving details on land uses and construction timelines. Invited community to attend a public meeting on May 22 @6:30 pm (Northview Christian Church).

On to APC

Ordinance 19-17: Fox Hollow PUD

Council Introduction: May 13, 2019

APC Public Hearing: June 3, 2019

APC Recommendation: July 1, 2019

Adoption Consideration: July 8, 2019

Jonathan Dorsey presented this item stating this is a zoning change request to accommodate a maximum of 4 single dwelling homes on the 8acre property.

Noah Herron, land owner, gave details of the lot laid out (2 acre lots) and architecture designs that would be used.

On to APC

Ordinance 19-18: Wheeler Landing Note
Council Introduction: May 13, 2019
Adoption Consideration: June 10, 2019

Brian Zaiger presented this item stating allows the financing arrangements to be completed on the agreement.

Todd Burtron explained the details of what the agreement would involve.

Jim Crawford spoke explaining the process the agreement has followed and what will occur to make the agreement/note complete.

Miscellaneous Business: Approval of Food Truck Vendors for Cornerstone Bible Church on June 2, 2019 Centennial

Jim Ake presented this item stating this is a request to allow 3 food trucks on June 2, at Cornerstone Bible Church.

Cindy Spoljaric made a motion to approve the use of Food Trucks for Cornerstone in Centennial. Jim Ake seconded. Vote: Yes-7; No-0. Motion carries.

Guests:

None

Council Responses to Guest Comments:

None

City Council Comments:

Steve Hoover gave an APC update

President Keen noted there will be no second CC meeting, and there will be a planning session in the future with elected primary winners, current council and the mayor to discuss the future plans for GRJN.

Mayor Comments:

Well-being coalition
Safe Roads Campaign
City Celebration/Grand Summer Kickoff May 24th (3:30 pm) Grand Park
May 27th Grand Run @Grand Park

Without any further business, the meeting adjourned at 7:43 pm

Clerk-Treasurer

President

ORDINANCE NUMBER 19-12

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

This is a Planned Unit Development District Ordinance (to be known as the "**AUSTRIAN PINE PUD DISTRICT**") to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1905-PUD-11**), requesting an amendment to the Unified Development Ordinance and the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1905-PUD-11** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **Favorable** recommendation (**9-0**) 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 May 21, 2019;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "**Austrian Pine PUD District**" (the "District").
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented

or expressly made inapplicable by this Ordinance.

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

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

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

2.1 **Access Road:** 175th Street is the Access Road for the purpose of this Ordinance.

Section 3. **Concept Plan.** The Concept Plan, attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan. The final layout and site plans shall be subject to the regulations of this Ordinance.

Section 4. **Illustrative Layout.** The “Illustrative Layout”, attached hereto as **Exhibit C**, provides one possible site layout for parking, internal drives, and building locations of new improvements. The final layout and site plan shall be subject to the terms and conditions of this Ordinance and may vary from the Illustrative Layout.

Section 5. **Character Exhibit.** The “Character Exhibit” attached hereto as **Exhibit D**, is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in the District. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture within the District.

Section 6. **Underlying Zoning District(s).** The Underlying Zoning District shall be the GB: General Business District.

Section 7. **Permitted Uses.** All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted except as modified below:

7.1 Prohibited Uses: The following shall be explicitly prohibited:

- A. Heliport
- B. Special Exception Uses

Section 8. **General Regulations.** The standards of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of

the District, except as otherwise modified below:

- 8.1 Minimum Lot Frontage: 0 feet
- 8.2 Minimum Building Setback Lines:
 - A. Front Yard
 - i. State Road 32 Right-of-Way and Midland Trail Corridor: 0 feet
 - ii. Austrian Pine Way: 30 feet
 - B. Side Yard (Internal to District): 0 feet
 - C. Side Yard (Abutting District perimeter): 20 feet
 - D. Rear Yard (Internal to District): 0 feet

Section 9. **Overlay Districts.** The standards of Article 5.3 State Highway 32 Overlay District (the “32 Overlay”) shall apply except as modified below:

- 9.1 Article 5.3(F) Access Control Requirements: Shall be satisfied by 175th Street which shall meet and satisfy the Access Road Requirement of the State Highway 32 Overlay District.
- 9.2 Article 5.3(G) Setback Requirements: Shall apply except as modified below:
 - A. A minimum of two (2) buildings shall, and no more than two-thirds of the buildings (once three or more building are constructed), may exceed the Maximum Setback to provide for staggered building setbacks.
- 9.3 Article 5.3(I) Building Height Standards: Shall apply except as modified below:
 - A. Minimum Gross Floor Area: The Minimum Gross Floor Area shall be four-thousand (4,000) square feet, which shall also include the square footage of all pergolas, hardscaped outdoor seating, public art, artistic landscaping, and amenities up to one thousand (1,000) square feet.
- 9.4 Article 5.3(L) Miscellaneous Requirements: Shall apply, except as modified below:
 - A. Mechanical / Utility Meter Screening: Wall and ground-mounted Mechanical Equipment for nonresidential or multi-family structures shall be completely screened from all ground-level viewpoints and are encouraged to be clustered. Clearance for proper functioning of the equipment and access to equipment for maintenance shall be incorporated into the design. Screening may be achieved by using either: (i) a wall or fence constructed of Masonry Material, wood, or fiber cement, that is visually integrated to the adjacent building façade with a minimum height that fully screens the equipment; (ii) a solid evergreen screen with a

combination of trees and shrubs; or (iii) a combination of the aforementioned.

Section 10. Development Standards. The standards of Chapter 6: Development Standards shall apply to the development of the District, except as otherwise modified below:

- 10.1 Article 6.1 Accessory Buildings: The Accessory Building requirements of the UDO (Article 6.1 Accessory Use and Building Standards) shall apply; however, Article 6.1(H)(2) and Article 6.1(H)(5) Screening of Receptacles and Loading areas shall be modified to permit trash enclosures to be located within the Established Front Yard of the Access Road. If the enclosures are attached to the Principal Building(s), then the opaque gates may be oriented towards the Access Road.
- 10.2 Article 6.3 Architectural Standards: Shall not apply; rather, the Architectural Design Requirements of the 32 Overlay Shall apply.
- 10.3 Article 6.8 Landscaping Standards: Shall apply, except as otherwise modified or enhanced below:
 - A. Foundation Plantings: Article 6.8(L) Foundation Plantings requirement shall not apply (i) to the Building Façade oriented toward the Access Road, and (ii) where a drive-thru aisle is located. Additional planters located at the base of a building or attached to a façade shall be counted to meet the requirement.
 - B. External Street Frontage Landscaping Requirements: Article 6.8(M) External Street Frontage Landscaping Requirements shall not apply; however, the Trail Corridor Requirements of the 32 Overlay shall apply along State Highway 32.
 - C. Buffer Yard Requirements: Article 6.8(N) Buffer Yard Requirements shall not apply.
 - D. Parking Area Landscaping: Article 6.8(O) Parking Area Landscaping shall apply, except as modified below:
 - i. Perimeter Parking Area Landscaping: Article 6.8(O)(2) shall apply; however, if adjacent Lots have vehicular cross-access and/or shared parking, then the shared Lot Line shall not require Perimeter Parking Area Landscaping; rather, the combined Parking Area shall be designed as a single parking Area and landscaped in accordance with the Interior Parking Area Landscaping (Article 6.8(O)(1)) requirements.

Section 11. Infrastructure Standards. The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7: Subdivision Regulations), unless otherwise approved by the

Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

Section 12. **Design Standards.** The standards of Chapter 8: Design Standards shall apply to the development of the District except as modified below:

- 12.1 Midland Trace Trail. A Twenty (20) foot wide block shall be dedicated to the City of Westfield for the Midland Trace Trail along 175th Street at the time of Secondary Plat approval.
- 12.2 Pocket Park. A minimum four-hundred (400) square foot hardscaped area with seating shall be required on the Real Estate with a connection to the State Highway 32 Trail Corridor or the Midland Trace Trail. The Pocket Park shall be installed no later than the occupancy of the building(s) on the development of fifty (50%) percent or more of the Real Estate.

[Remainder of page intentionally left blank]

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Matt Pleasant, AICP

I hereby certify that **ORDINANCE 19-12** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-12**

this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-12**

this _____ day of _____, 2019.

J. Andrew Cook, Mayor

This document prepared by: James E. Shinaver, Jon C. Dobosiewicz, and
Matt Pleasant, AICP; Nelson & Frankengerger
550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Illustrative Layout
Exhibit D	Character Exhibits

EXHIBIT A
REAL ESTATE

LEGAL DESCRIPTION

PARCEL I

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST THAT IS 1862.55 FEET SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST (ASSUMED BEARING) MEASURED ON SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST ON SAID NORTH LINE 464.00 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 25 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 615.00 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 35 SECONDS EAST PARALLEL WITH SAID NORTH LINE 464.00 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 25 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 615.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 6.550 ACRES, MORE OR LESS.

PARCEL II

PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST THAT IS 2326.55 FEET SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST (ASSUMED BEARING) MEASURED ON SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST ON SAID NORTH LINE 332.22 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST ON THE NORTH LINE OF SAID NORTHWEST QUARTER 156.37 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE SOUTH 00 DEGREES 32 MINUTES 41 SECONDS EAST 530.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH LIES 1000.00 FEET SOUTH 89 DEGREES 27 MINUTES 19 SECONDS WEST FROM SAID POINT OF CURVATURE; THENCE SOUTHWESTERLY, CURVING TO THE RIGHT OF SAID CURVE, AN ARC DISTANCE OF 83.99 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 615.00 FEET SOUTH 00 DEGREES 34 MINUTES 25 SECONDS

EAST OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 40 MINUTES 35 SECONDS EAST ON SAID LINE 492.43 FEET TO A LINE THAT BEARS SOUTH 00 DEGREES 34 MINUTES 25 SECONDS EAST FROM THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 25 SECONDS WEST ON SAID LINE 615.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 6.902 ACRES, MORE OR LESS.

EXCEPTING FROM SAID PARCELS I AND II THAT PART CONVEYED TO THE STATE OF INDIANA BY WARRANTY DEED RECORDED SEPTEMBER 6, 2007 AS INSTRUMENT NO. 2007050879, DESCRIBED AS FOLLOWS:

A PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT-OF-WAY DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT MARKED EXHIBIT "B," DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS WEST 1,862.55 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE PROLONGED EAST LINE OF THE GRANTOR'S LAND; THENCE SOUTH 00 DEGREES 43 MINUTES 08 SECONDS WEST 25.00 FEET ALONG SAID EAST LINE PROLONGED TO THE SOUTH BOUNDARY OF 32 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 43 MINUTES 08 SECONDS WEST 57.01 FEET ALONG THE EAST LINE OF THE GRANTOR'S LAND; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST 353.70 FEET TO THE POINT DESIGNATED 1037 ON SAID EXHIBIT "B," THENCE NORTH 70 DEGREES 44 MINUTES 49 SECONDS WEST 105.95 FEET TO THE POINT DESIGNATED 1036 ON SAID EXHIBIT "B," THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST 200.00 FEET TO THE POINT DESIGNATED 1035 ON SAID EXHIBIT "B," THENCE SOUTH 84 DEGREES 58 MINUTES 34 SECONDS WEST 230.07 FEET TO THE POINT DESIGNATED 1034 ON SAID EXHIBIT "B"; THENCE SOUTH 46 DEGREES 51 MINUTES 41 SECONDS WEST 43.76 FEET TO THE POINT DESIGNATED 1033 ON SAID EXHIBIT "B"; THENCE SOUTH 00 DEGREES 44 MINUTES 08 SECONDS WEST 153.60 FEET TO THE POINT DESIGNATED 1032 ON SAID EXHIBIT "B"; THENCE NORTH 89 DEGREES 15 MINUTES 52 SECONDS WEST 12.98 FEET TO THE POINT DESIGNATED 1031 ON SAID EXHIBIT "B" ON THE EAST BOUNDARY OF AUSTRIAN PINE WAY; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST 225.34 FEET ALONG THE BOUNDARY OF SAID AUSTRIAN PINE WAY TO THE SOUTH BOUNDARY OF S.R. 32; THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST 927.59 FEET ALONG THE BOUNDARY OF SAID S.R. 32 TO THE POINT OF BEGINNING AND CONTAINING 0.931 ACRES, MORE OR LESS.

EXHIBIT B
CONCEPT PLAN
(Page 1 of 1)

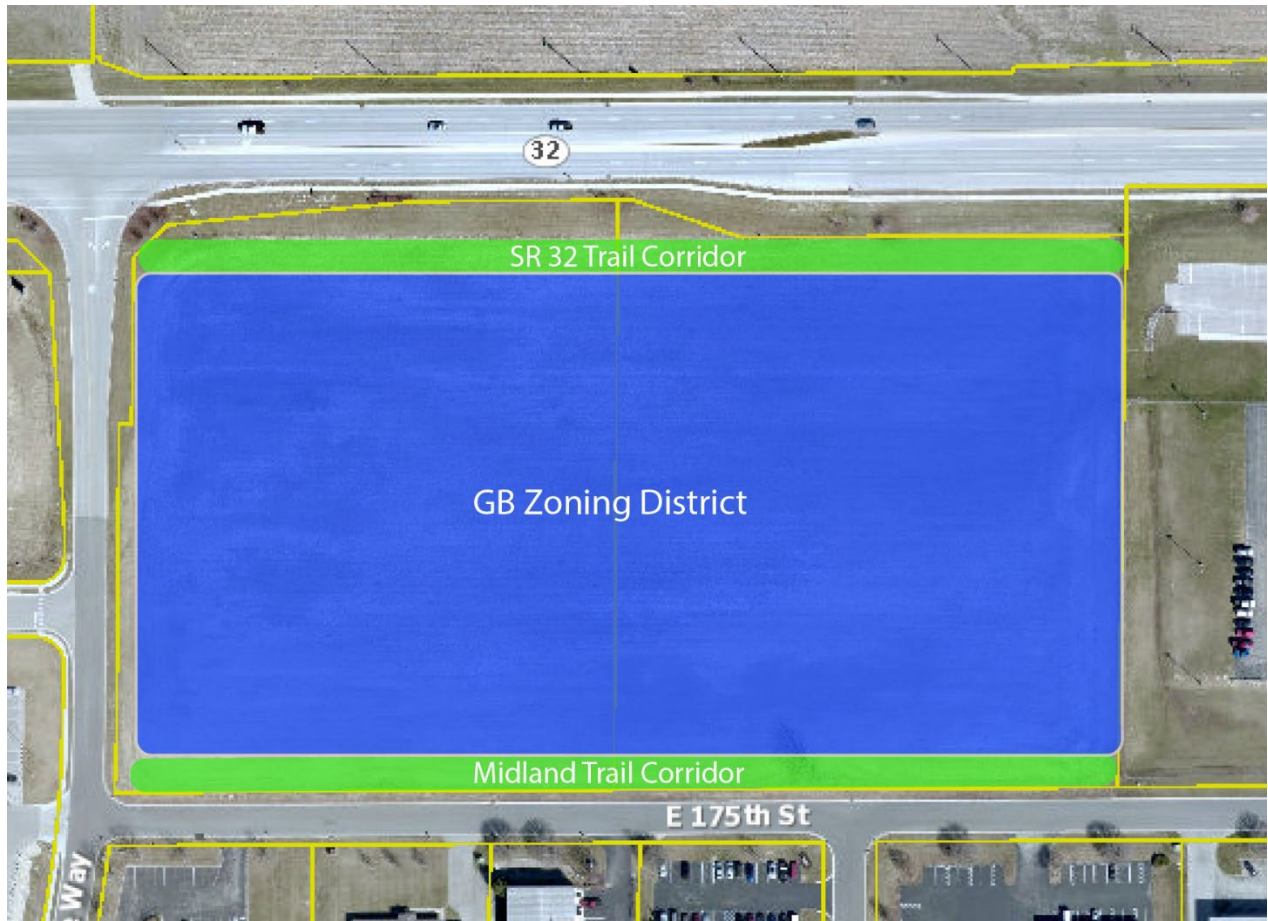


EXHIBIT C
Illustrative Layout
(Page 1 of 1)

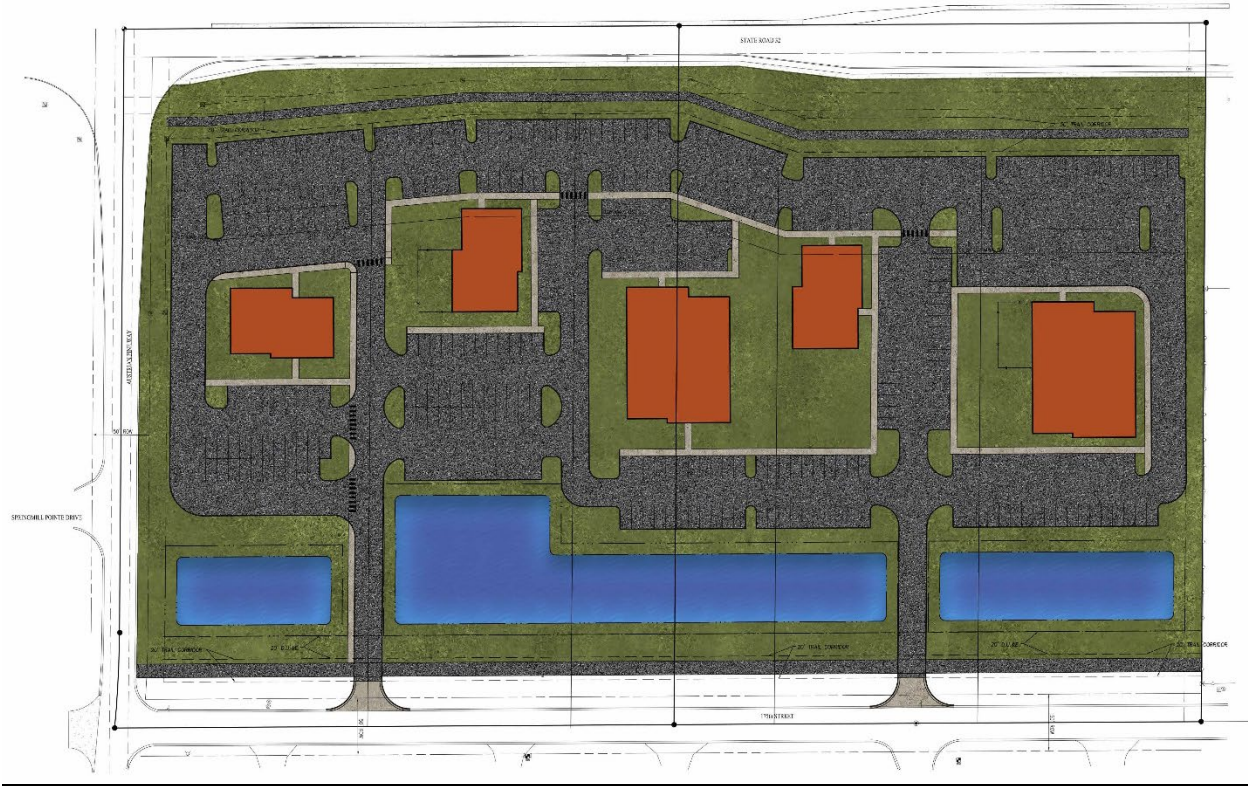


EXHIBIT D
Character Exhibits
(Page 1 of 2)



EXHIBIT D
Character Exhibits
(Page 2 of 2)





Westfield City Council Report

Ordinance Number:	19-12 (the "Proposed PUD")
APC Petition Number:	1905-PUD-11
Petitioner:	Westfield Properties, LLC by Nelson & Frankenger, LLC (the "Petitioner")
Requested Action:	A change in zoning on 12.53 acres +/- from the EI: Enclosed Industrial District to the Austrian Pine Planned Unit Development (PUD) District
Current Zoning:	EI: Enclosed Industrial
Current Land Use:	Vacant
Acreage:	12.53 acres +/- (the "Real Estate")
Exhibits:	1. Staff Report 2. Location Map 3. Proposed Ordinance 19-12 4. Comprehensive Plan Map 5. Concept Plan 6. Illustrative Layout 7. Character Exhibits 8. APC Certification
Prepared by:	Daine Crabtree, Associate Planner

PETITION HISTORY

This petition was introduced at the April 8, 2019, City Council meeting. The petition received a public hearing at the May 8, 2019, Advisory Plan Commission (the "APC") meeting. At the May 20, 2019 APC meeting, the petition was forwarded to the City Council with a unanimous (vote: 9 in favor, 0 opposed) favorable recommendation.

PROJECT OVERVIEW

Location: The petitioner is requesting a change in zoning to the Austrian Pine PUD District (the "District") for approximately 12.53 acres +/- (the "Real Estate") located at the southeast corner of State Road 32 & Austrian Pine Way (see **Exhibit 2**).

The Real Estate is currently zoned EI: Enclosed Industrial. Properties to the north are zoned the Dartown Crossing PUD. Properties to the east and south are zoned Enclosed Industrial; Properties west are zoned the Maple Knoll PUD.

ZONING REQUEST

The petitioner requests this change in zoning to allow for commercial development not currently permitted on the subject Real Estate as well as relief from various development standards.

Concept Plan: A Concept Plan (see **Exhibit 5** or **Exhibit B** of the PUD) is made a part of the PUD.

Illustrative Layout: An Illustrative Layout (see **Exhibit 6** or **Exhibit C** of the PUD) is made a part of the PUD which provides a possible site layout for parking, internal drives and building locations. The final layout is subject to change.

Underlying Zoning: The proposed underlying zoning district is GB: General Business.

Character Exhibits: The PUD sets forth Character Exhibits (see **Exhibit 7** or **Exhibit D** of the PUD) which provides a visual representation of the quality of proposed architecture within the PUD.

Permitted Uses: All uses permitted in the underlying zoning shall be permitted with the exception of Heliports and Special Exception uses.

General Regulations: The PUD proposes modifications to Lot Frontage and Building Setback requirements.

Overlay Districts: The PUD proposes to clarify the required Access Road requirement set forth by the State Road 32 Overlay and modify setback, building height, and mechanical/utility screening.

Development Standards: Clarification regarding the architectural standards for the Real Estate is given while modifications to development standards of the UDO have been requested including Accessory Building placement and landscaping standards.

Other: The PUD proposes dedicating land on the Real Estate for the Midland Trail as well as a pocket park which will have connection to either the State Road 32 Trail Corridor or the Midland

MODIFICATIONS SINCE THE APRIL 8, 2019 CITY COUNCIL INTRODUCTION

Since the City Council Introduction, the Petitioner has added an Illustrative Layout Exhibit to the proposed PUD Ordinance (see **Exhibit 6**) which provides a concept of how the Real Estate may develop. The final layout and site plan may vary from what is shown.

The Petitioner has provided more pictures for the Character Exhibit (see **Exhibit 7**).

The Petitioner has added language to the PUD explicitly prohibiting Heliports and Special Exception uses on the Real Estate.

The Petitioner has added language requiring that a minimum of two (2) buildings, but no more than two-thirds, of buildings on the Real Estate may exceed the Maximum Setback set forth by the State Highway 32 Overlay in order to provide for staggered setbacks. The aforementioned Illustrative Layout Exhibit provides a visualization of this standard.

The Petitioner has added language requiring a minimum four hundred (400) square foot pocket park be developed on the Real Estate.

COMPREHENSIVE PLAN

The Future Land Use Plan in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Real Estate as “Employment Corridor” (aka ‘Highway Corridor’). The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions. Appropriate land uses in Highway Corridors are office and service uses, research and development, and retail and institutional uses that are subordinate to and supportive of the office and service uses. The Real Estate is also located within the 2010 Family Sports Capital Addendum II to the Westfield-Washington Township Comprehensive Plan.

PROCEDURAL

Public Hearing: Planned Unit Development (PUD) Districts are required to be considered at a public hearing by the Plan Commission. The public hearing for this petition occurred at the May 8, 2019, 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.
 6. Responsible growth and development.
-

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its May 20, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 9 in favor, 0 opposed) (see **Exhibit 8**)

City Council

Introduction: April 8, 2019

Eligible for Adoption: June 10, 2019

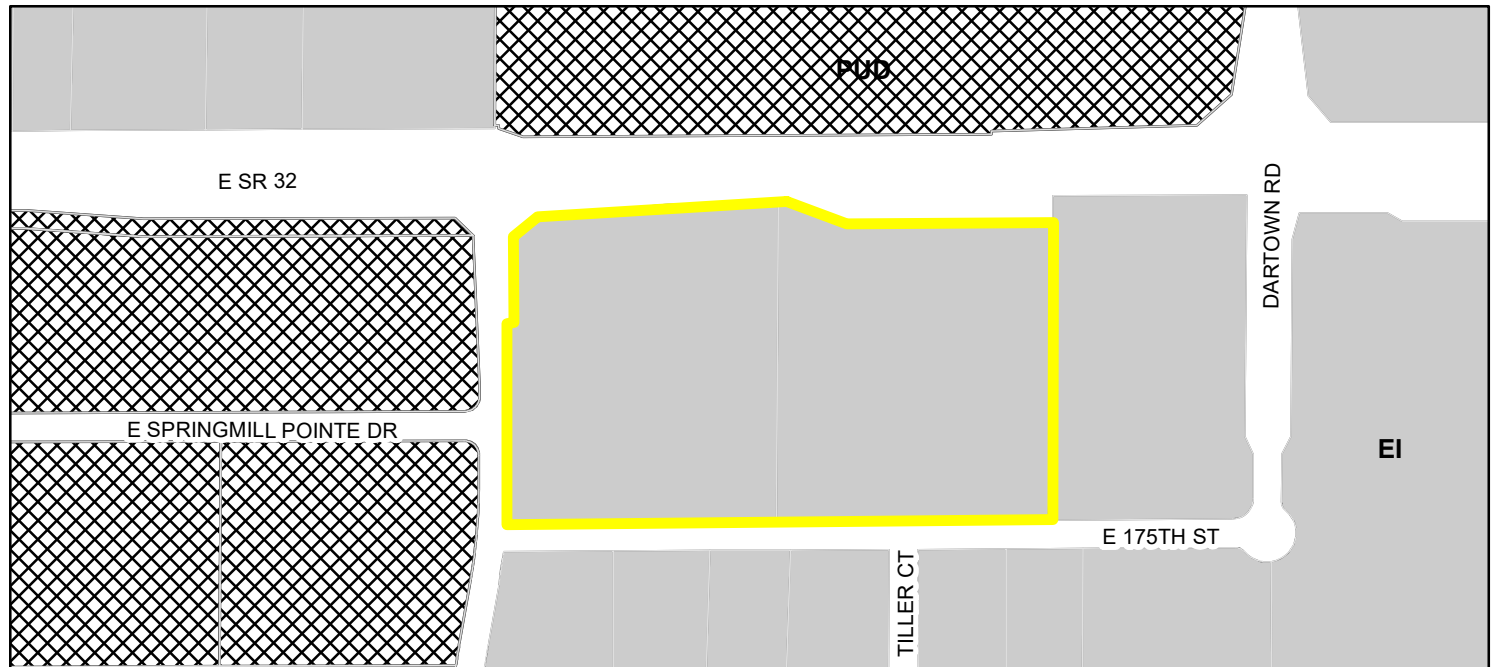
Submitted by: Daine Crabtree, Associate Planner
Economic and Community Development Department

Aerial Location Map

 Site

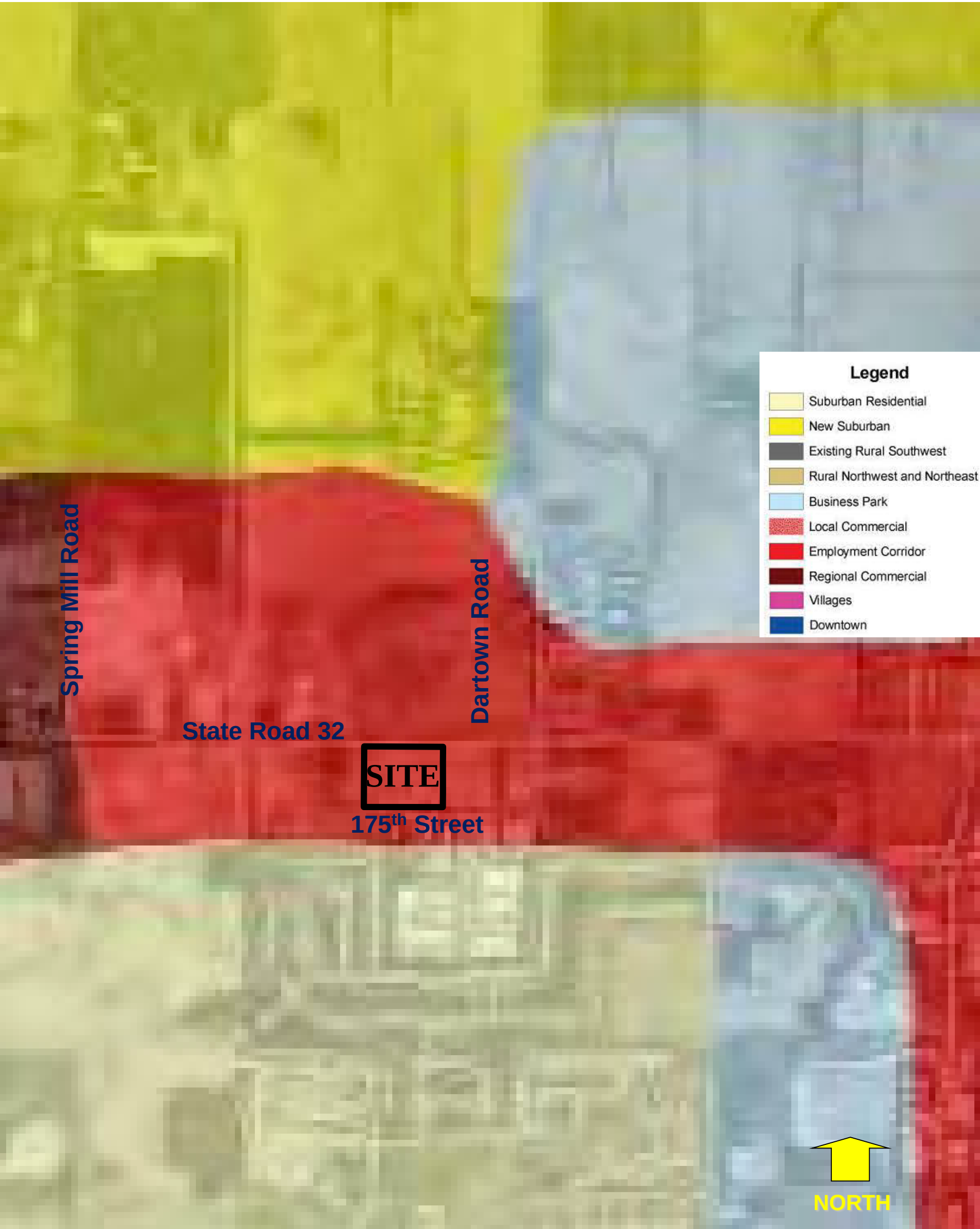


Zoning Map



Parcel  Zoning
Zoning - All  EI (Enclosed Industrial)
 PUD (Planned Unit Development)





32

SR 32 Trail Corridor

GB Zoning District

Midland Trail Corridor

E 175th St

Way

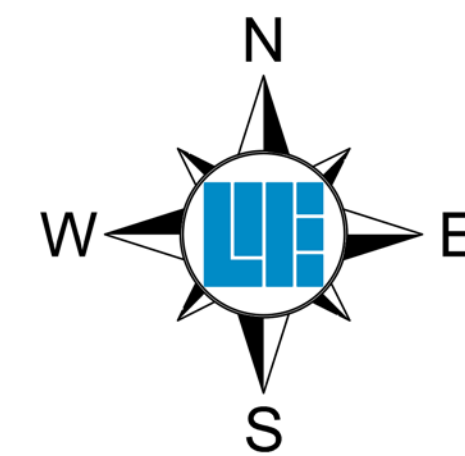
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DATE/TIME: April 30, 2019 - 9:37am
PLOTTED BY: wagner



10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846 - 6611

SCALE: 1" = 40'
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Page 1 of 1



AUSTRIAN PINE CONCEPT PLAN

Date: 04/30/19

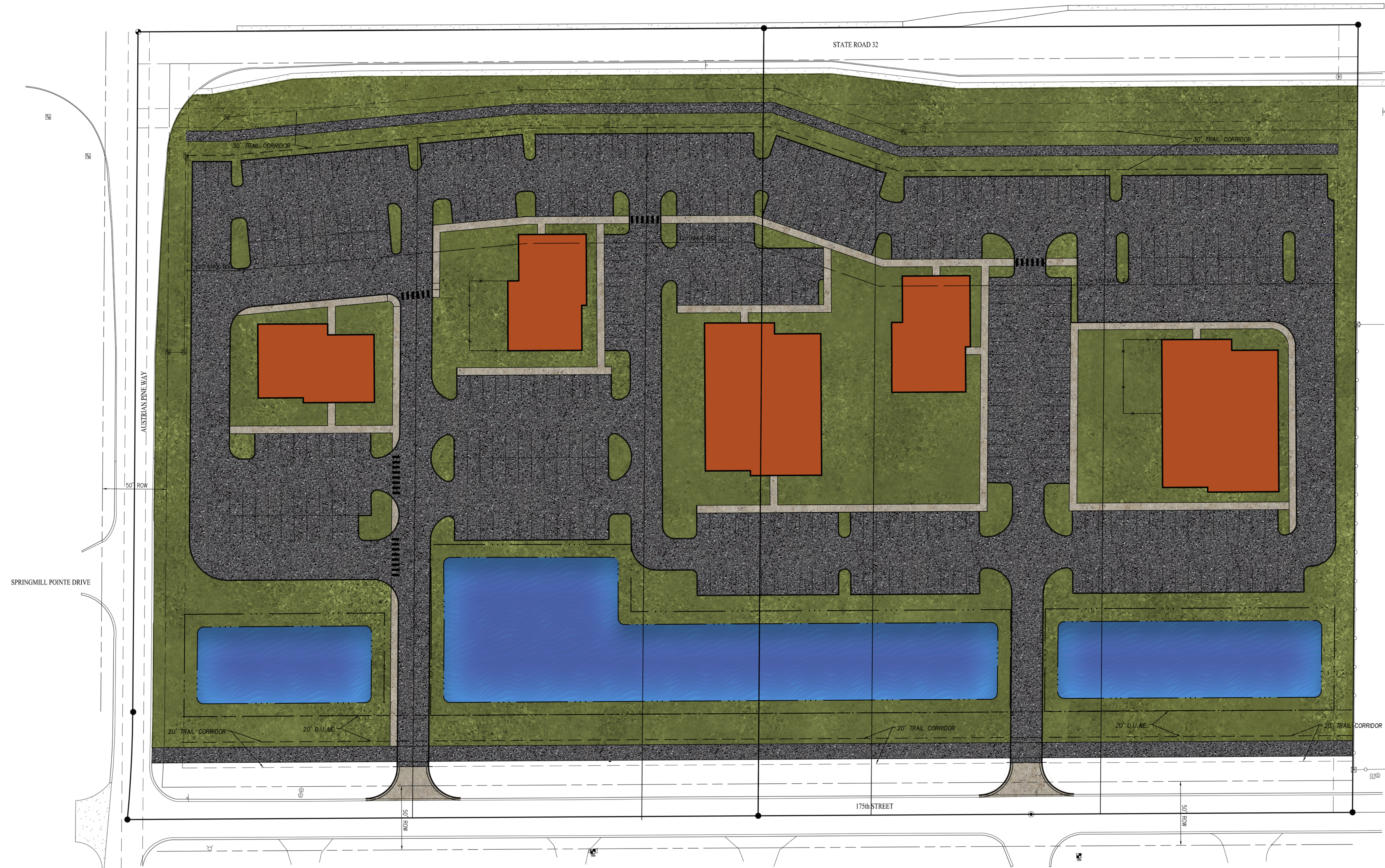


EXHIBIT D
Character Exhibits
(Page 1 of 2)



EXHIBIT D
Character Exhibits
(Page 2 of 2)



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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Wednesday, May 8, 2019, 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. 1905-PUD-11

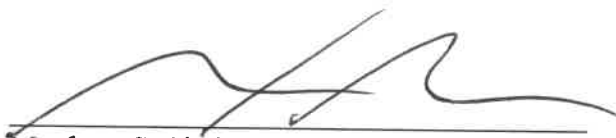
Ordinance No. 19-12

Petitioner Westfield Properties, LLC by Nelson & Frankenberger, LLC

Description A change in zoning on 12.53 acres +/- from the EI: Enclosed Industrial District to the Austrian Pine Planned Unit Development (PUD) District

On May 20, 2019, a motion was made and passed to send a favorable recommendation (Vote: 9 in favor, 0 opposed) to the City Council regarding this petition.

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



Matthew S. Skelton, Secretary

May 21, 2019

Date

ORDINANCE NUMBER 19-11

Chatham Hills PUD District Amendment VI

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

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

WHEREAS, The Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance 13-24, Chatham Hills Planned Unit Development Ordinance on January 23, 2014 amended by (i) Ordinance 15-28, enacted by the Common Council on October 12, 2015; and (ii) Ordinance 16-46, enacted by the Common Council on December 12, 2016; and (iii) Ordinance 17-24, enacted by the Common Council on September 11, 2017; and (iv) Ordinance 18-51, enacted by the Common Council on February 11, 2019 (collectively, the "Chatham Hills Planned Unit Development");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1905-PUD-09**), requesting an amendment to the Unified Development Ordinance and the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the "Real Estate") and graphically depicted in Exhibit B attached hereto (the "Concept Plan");

WHEREAS, the Commission forwarded **Petition No. 1905-PUD-09** to the Common Council with a **Favorable** recommendation (**9-0**) 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 May 21, 2019;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to incorporate the Real Estate into the Chatham Hills Planned Unit Development District (the “District”).
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Chatham Hills Planned Unit Development, and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Chatham Hills Planned Unit Development.
- 1.3 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. District Area Assignment. The Real Estate is hereby assigned to District I: Residential District of Ordinance 13-24 (the “Assigned Area”). The standards of the Chatham Hills Planned Unit Development applicable to the Assigned Area shall apply to the Development of the Real Estate.

- 2.1 Illustrative Exhibits: Illustrative Exhibits are attached hereto and incorporated by reference as **Exhibit C**. The Illustrative Exhibits are a compilation of images designed to capture the intended quality of structures to be constructed in the added Real Estate. Although the Illustrative Exhibits do not necessarily represent the final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are permitted to be constructed and that contribute to the Real Estate’s intent and vision.

Section 3. Bulk and Density Standards. The standards of Section 9 of Ordinance 13-24 shall apply to the Development of the Real Estate, except as otherwise modified below:

- 3.1 Maximum Dwelling Units (District Subarea 1-G): The Maximum Dwelling Units permitted in District Subarea 1-G, as identified in Section 9.1 of Ordinance 13-24 shall be increased by two-hundred and ninety (290) Dwelling Units.
- 3.2 Minimum Side Yard Setback (District Subarea 1-G): The Minimum Side Yard Setback shall be three (3) feet for lots occupied by a dwelling with a side-load

garage. The minimum Building Separation shall remain ten (10) feet.

- 3.3 Maximum Density (District I): With the addition of Real Estate, in no case shall the number of single-family residential dwellings in District I, as identified in Section 9.5 of Ordinance 13-24, exceed one-thousand seven hundred and ninety (1,790) Dwelling Units.

[Remainder of page intentionally left blank, signature page follows]

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Matt Pleasant, AICP

I hereby certify that **ORDINANCE 19-11** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-11**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-11**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

This document prepared by: James E. Shinaver, Jon C. Dobosiewicz, and
Matt Pleasant, AICP; Nelson & Frankenberger
550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Illustrative Exhibits

EXHIBIT A
REAL ESTATE
(Page 1 of 3)

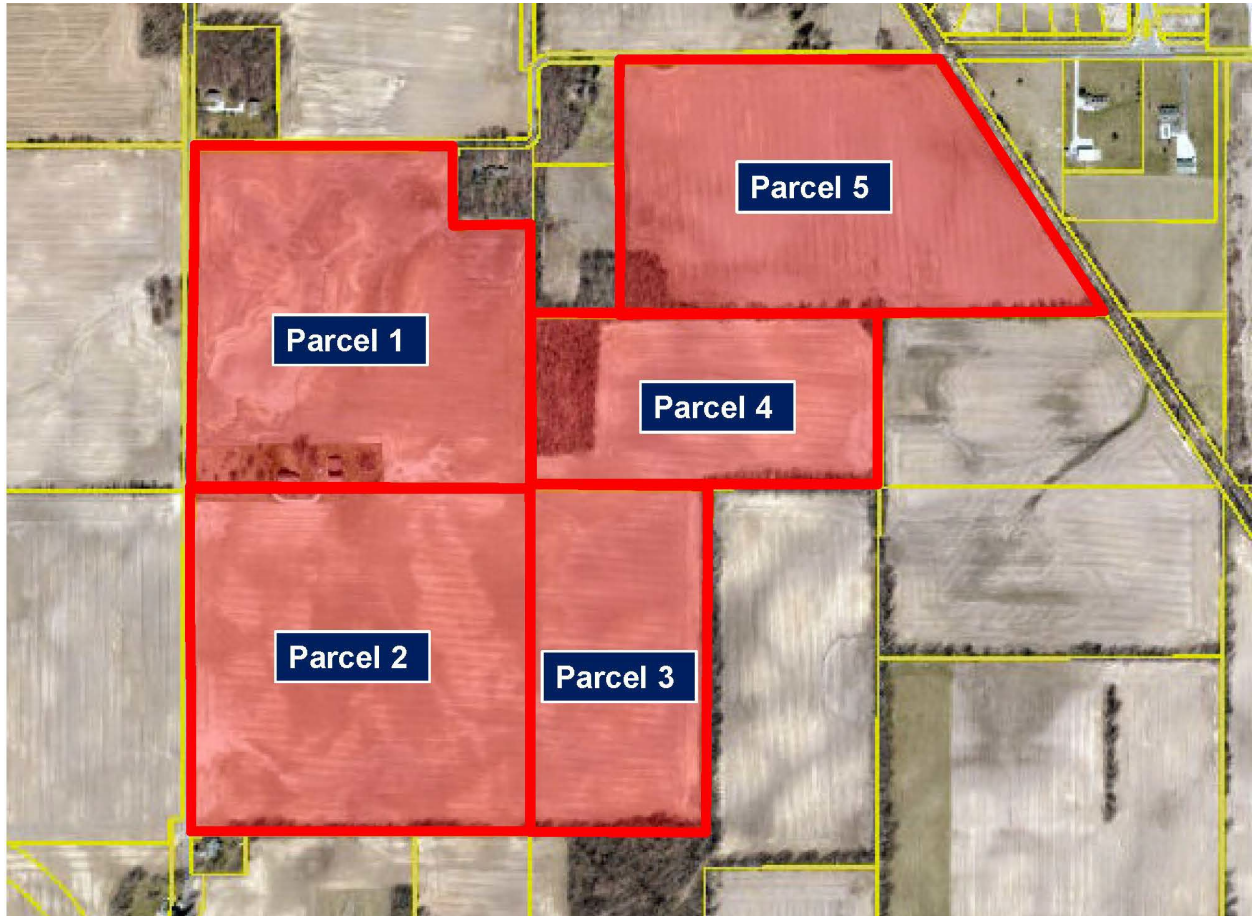


EXHIBIT A
REAL ESTATE
(Page 2 of 3)

Overall Legal Description

A part of the Northeast and Northwest Quarters of Section 26, and a part of the Southeast and Southwest Quarters of Section 23, all in Township 19 North, Range 3 East, Hamilton County, Indiana being that 153.208 acre parcel surveyed by Paul E. Klodzen, PS #20400015 and shown on a survey certified January 19, 2019 as Cripe Job number 170504-33000 more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 26; thence North 00 degrees 14 minutes 39 seconds East (basis of bearings is Indiana State Plane Grid Bearing, East Zone) along the East line of said Northeast Quarter 1988.70 feet to the Southeast corner of the North Half of the Northeast Quarter of the Northeast Quarter of said Section 26; thence South 89 degrees 47 minutes 55 seconds West along the South line of said North Half 1323.05 feet to the Southwest corner thereof; thence North 00 degrees 14 minutes 49 seconds East along the West line of said North Half 662.10 feet to the Northwest corner thereof and the POINT OF BEGINNING; thence South 89 degrees 45 minutes 50 seconds West along the North line of the Northeast Quarter of said Section 26 a distance of 661.51 feet to the Northeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of said Section 26; thence South 00 degrees 14 minutes 54 seconds West along the East line of said West Half 1323.41 feet to the Southeast corner thereof; thence South 89 degrees 49 minutes 59 seconds West along the South line of said West Half 661.54 feet to the Southwest corner thereof; thence South 89 degrees 45 minutes 06 seconds West along the South line of the Northeast Quarter of the Northwest Quarter of said Section 26 a distance of 1324.06 feet to the Southwest corner thereof; thence North 00 degrees 12 minutes 52 seconds East along the West line of said Quarter-Quarter 1321.94 feet to the Northwest corner thereof; thence North 00 degrees 06 minutes 09 seconds East along the West line of the Southeast Quarter of the Southwest Quarter of said Section 23 a distance of 1321.61 feet to the Northwest corner thereof; thence North 89 degrees 43 minutes 36 seconds East along the North line of said Quarter-Quarter 1037.15 feet to the northeast corner of Instrument Number 2015004954, recorded in the Office of the Recorder of Hamilton County, Indiana (the following two courses are along the West and South boundaries of said Instrument); (1) thence South 01 degrees 19 minutes 55 seconds West 316.44 feet; (2) thence North 88 degrees 56 minutes 56 seconds East 295.71 feet to the East line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence South 00 degrees 10 minutes 00 seconds West along said East line 348.46 feet to the Southwest corner of the North Half of the Southwest Quarter of the Southeast Quarter of said Section 23; thence North 89 degrees 39 minutes 19 seconds East along the South line of the North Half of the Southwest Quarter of the Southeast Quarter of said Section 23 a distance of 334.99 feet to the Southeast corner of Instrument Number 2016046931, recorded in said Recorder's Office; thence North 00 degrees 10 minutes 00 seconds East along the East boundary of said Instrument and parallel with the West line of the Southwest Quarter of the Southeast

EXHIBIT A
REAL ESTATE
(Page 3 of 3)

Quarter of said Section 23 a distance of 991.95 feet to the Northeast corner of said Instrument and the North line of 10 acres off the South side of the Northwest Quarter of the Southeast Quarter of said Section 23; thence North 89 degrees 32 minutes 47 seconds East along said north line 1193.20 feet to the Northwest corner of Instrument Number 2015055336, recorded in said Recorder's Office; thence South 33 degrees 30 minutes 39 seconds East along the West boundary of said Instrument 1187.67 feet to the North line of the South Half of the Southeast Quarter of the Southeast Quarter of said Section 23; thence South 89 degrees 39 minutes 19 seconds West along said North line 866.04 feet to the Northwest corner of said South Half; thence South 00 degrees 01 minutes 56 seconds East along the West line of said South Half 663.26 feet to the Point of Beginning, containing 153.208 acres, more or less.

EXHIBIT B
CONCEPT PLAN
(Page 1 of 1)

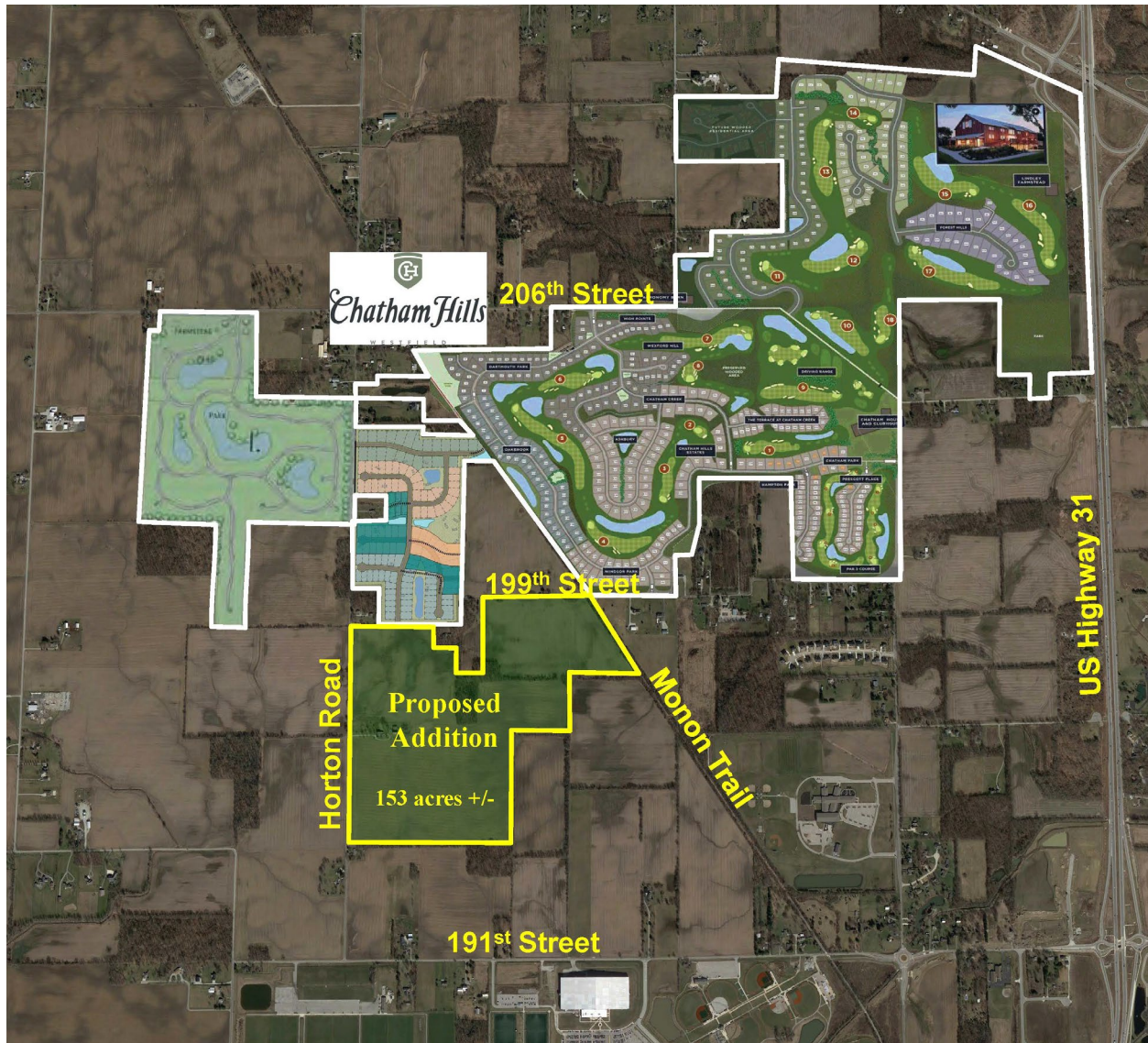
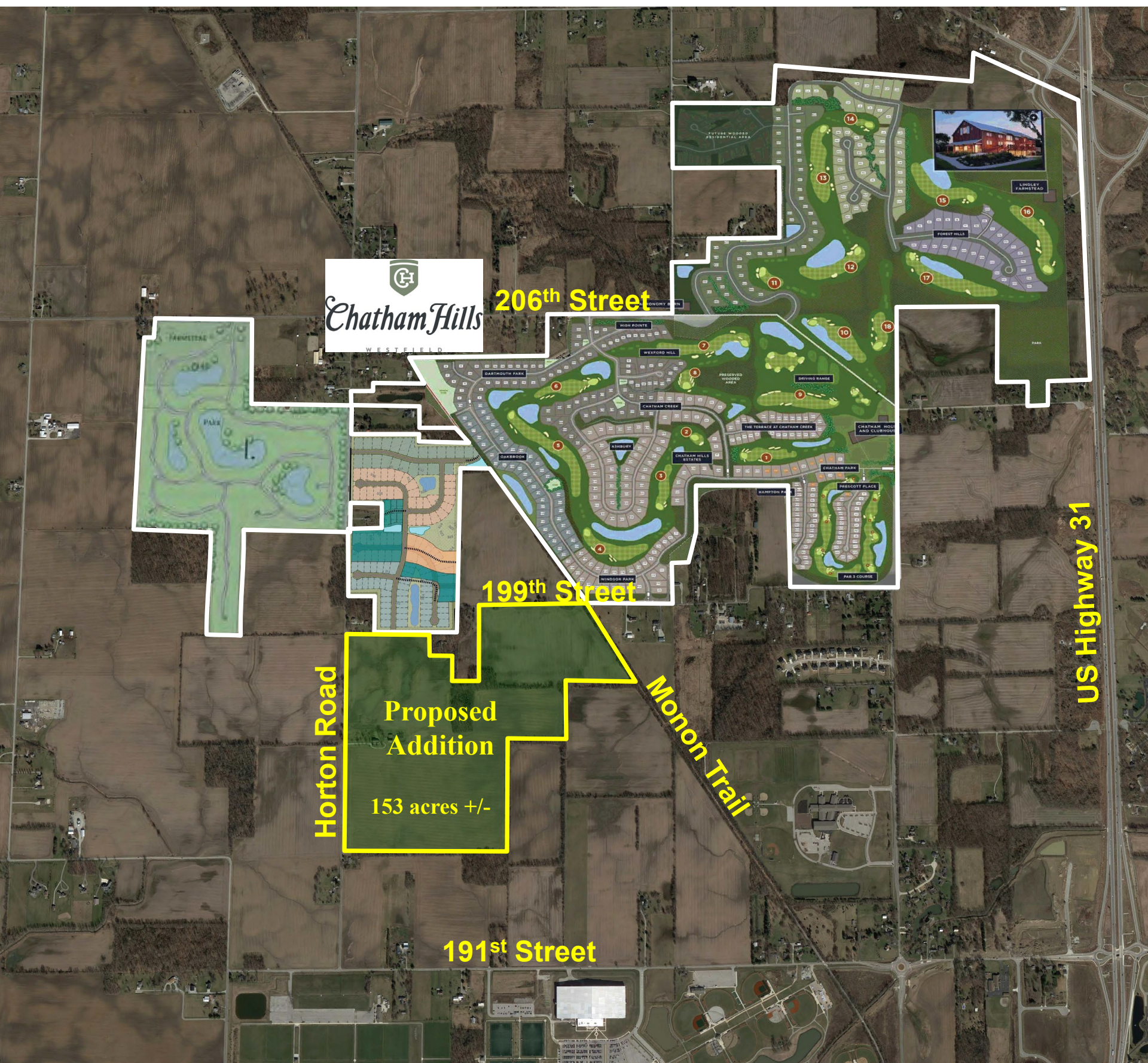


EXHIBIT C
Illustrative Exhibits
(Page 1 of 2)

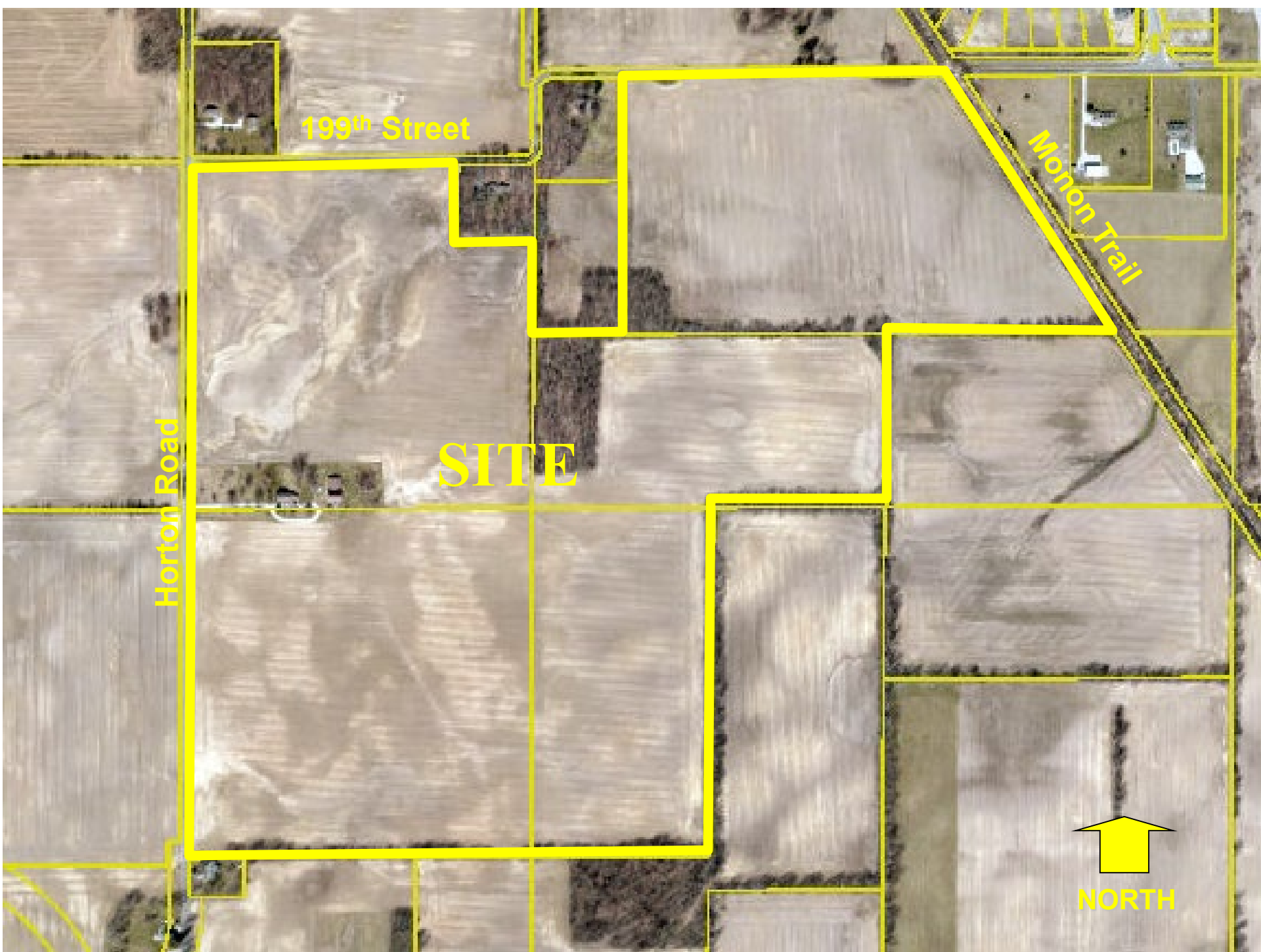


EXHIBIT C
Illustrative Exhibits
(Page 2 of 2)





Chatham Amendment VI
Concept Plan



Chatham Amendment VI
Site Location Map

April 23, 2019 Chatham Hills VI PUD - Neighborhood Meeting Summary

<u>Project:</u>	Proposed Chatham Hills PUD Amendment VI
<u>Docket Number:</u>	1905-PUD-09
<u>Date:</u>	April 23, 2019 at 6:30pm
<u>Location:</u>	Chatham Hills Clubhouse, Sky Room, 1100 Chatham Hills Boulevard, Westfield, IN 46074
<u>Attendees:</u>	Steve Henke, Phil Sundling, Brad Henke – Henke Development Group, LLC Jon Dobosiewicz, Jim Shinaver, and Matt Pleasant – Nelson & Frankenger Steve Hoover, Chuck Lehman – Westfield City Council Daine Crabtree – Staff See <u>Exhibit A</u>: Sign In Sheet

Meeting began at 6:30pm. Jon Dobosiewicz provided an overview summary of the proposal including the review of the attached plans.

Neighbor Comments and Questions:

1. What kind of housing types will be permitted in the neighborhood?

Response: The home products will be all single-family detached housing. Attached housing is not permitted or proposed.

2. Where will there be access to the neighborhood? Will they be public streets or private?

Response: There will be an entrance on Horton Road and two entrances on 199th Street. All street will be public streets.

3. Will this development be annexed into the City?

Response: The property is currently not annexed but the plan is to annex the Real Estate into the City of Westfield.

4. Where will the utilities come from?

Response: There is a sanitary line coming from the southwest and gas will come from the south generally along Horton Road. There is a possibility that some utilities could come from the current Chatham development if timing is of the essence.

5. Our property is on top of a gas line. Will this development effect our property?

Response: If the developer needs access to the gas line, easements will need to be in place to access it. You should receive notification and specific site details at the time of Primary Plat approval in the event easements are necessary.

6. There are considerable drainage issues on the location.

Response: The development will require the site to manage all storm water on the property and discharge at a controlled rate in the form of detention and retention ponds or a legal drain. The Hamilton County Surveyor's office and the City of Westfield will review and approve the details at the time of Primary Plat and Overall Development Plan approval.

7. Will you be keeping the woods that are existing?

Response: Yes, the woods will be preserved as much as possible and buffering is required.

8. What is the buffer plan?

Response: There is a requirements under the PUD and the UDO that we must meet. A definitive buffer plan will be submitted at the time of Primary Plat review.

9. Will there be a road extension to 191st Street?

Response: The property abutting to the south is zoned commercial and the east could potentially be residential. The City visions more commercial along 191st Street therefore no stub street is contemplated to connect to the south.

10. How long until the development meets our property?

Response: The development will start along Horton Road and is expected to be a multi-year buildout generally form west to east.

11. What are the prices of the homes?

Response: The average sales price of homes is anticipated to be in the \$400,000s.

12. 199th Street is a problem and dangerous.

Response: Henke Development has dedicated additional extra Right-of-Way with their previous zoning approval to allow the City to amend the "S Curve" of the road.

13. 199th Street from the Monon and east is a major issue and needs to be addressed.

Response: The Road Impact Fees provided by this development will be available to assist in road improvements to the area. The City will assess road design and improvements.

14. There are already too many cars traveling on 199th Street when the infrastructure is already crumbling.

Response: We anticipate the majority of people will exit to Horton Road and travel south to 191st Street.

15. Will there be an extension of Grand Park Boulevard?

Response: The City of Westfield's Thoroughfare Plan does not contemplate an extension of Grand Park Blvd thru the subject parcel.

16. Will this neighborhood be gated or open to the public?

Response: This development will not include gates and all streets are planned to be public.

17. How many homes are being proposed?

Response: There will be approximately 280 +/- homes on 153 acres.

18. Will the City put up a sign for safety at the current S-curves?

Response: Please contact the City Public Works department for any suggested signs on the roads.

Meeting ended at 7:00p

Neighborhood Meeting Sign In-Sheet

Zoning Proposal:

Chatham Hills PUD Amendment VI

Petitioner:

Henke Development Group, LLC

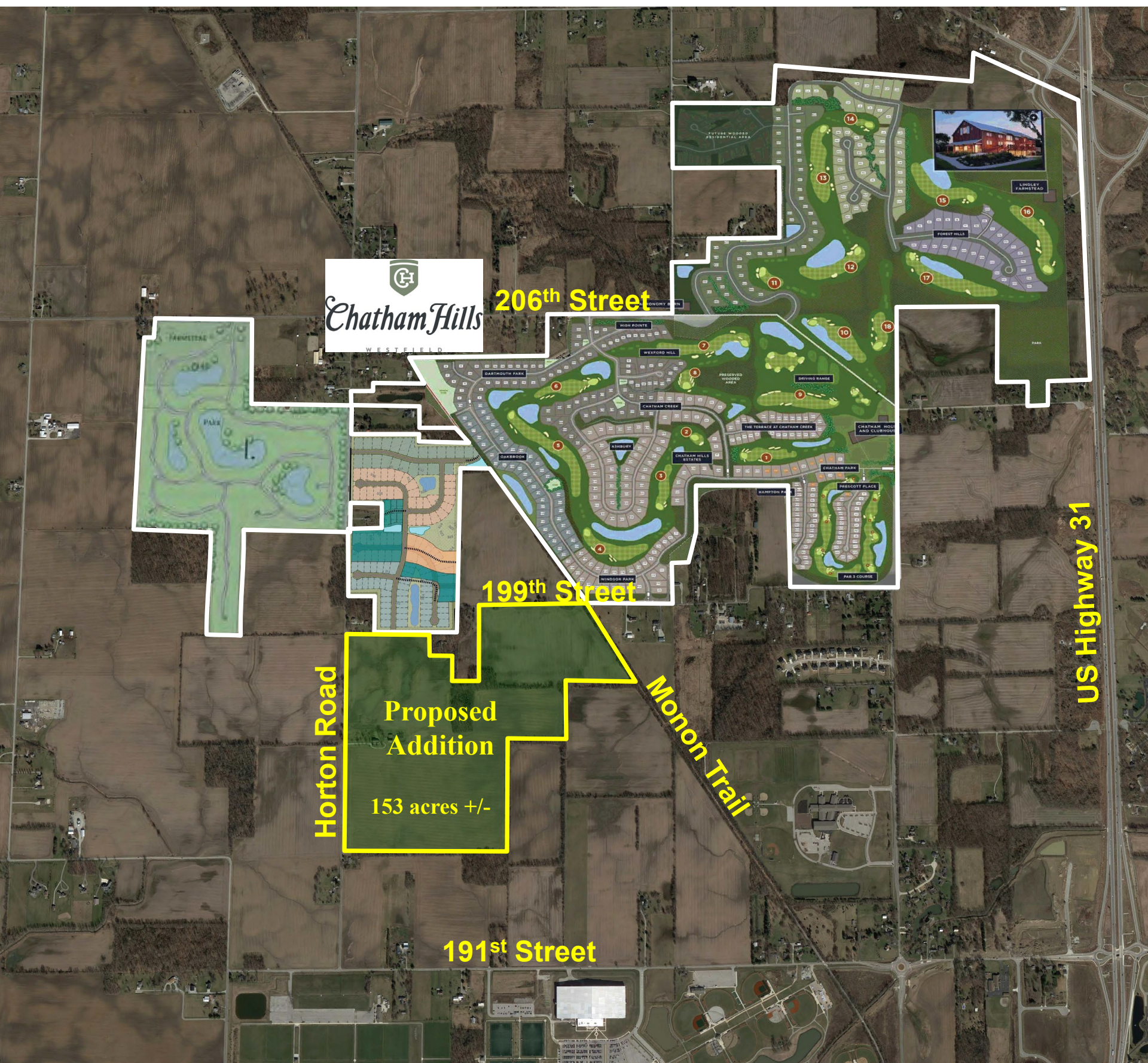
Docket Number:

1905-PUD-09

Neighborhood Meeting:

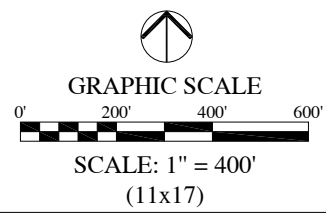
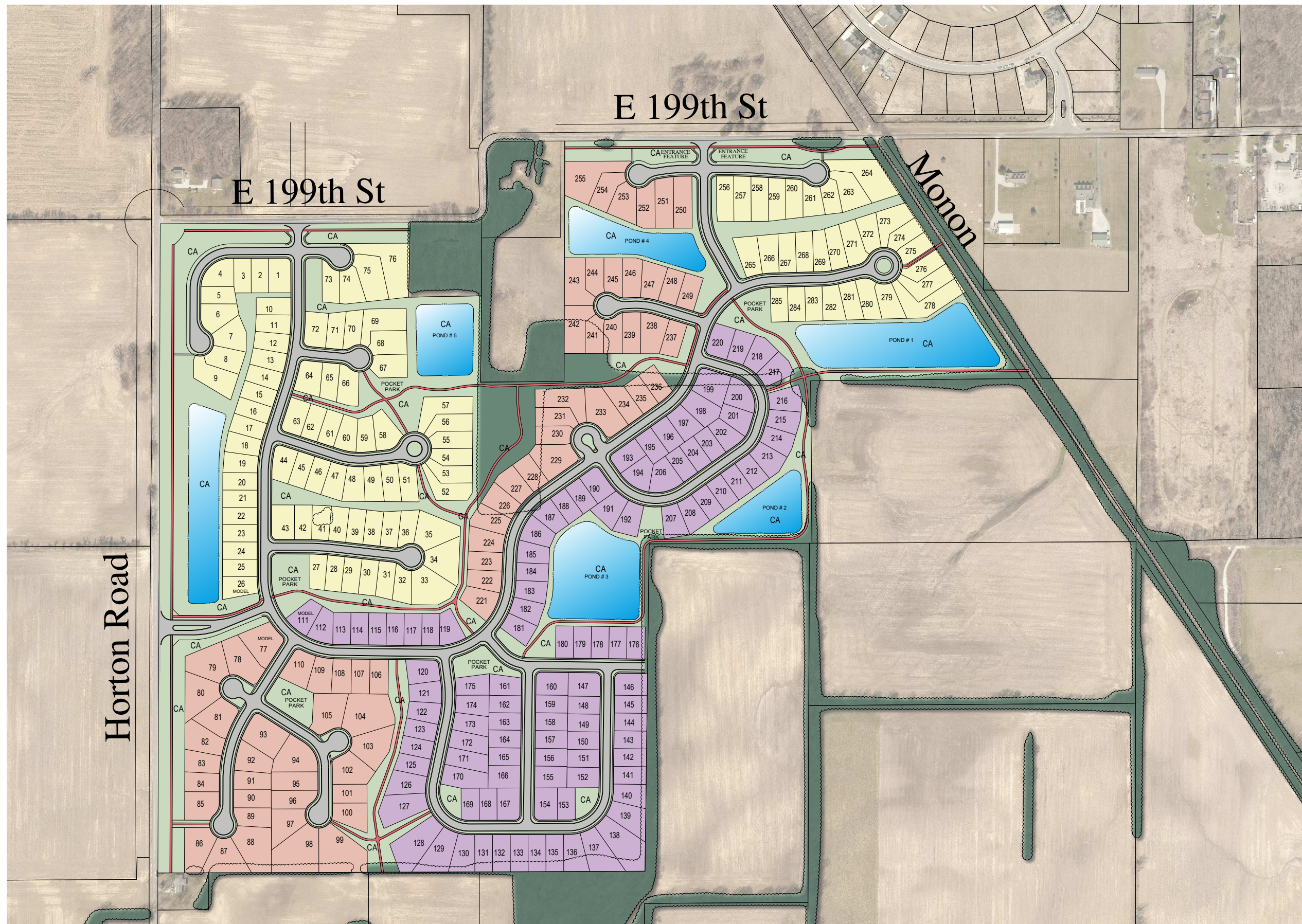
Tuesday, April 23, 2019, at 6:30 p.m. at the Chatham Hills Clubhouse,
Sky Room, located at 1100 Chatham Hills Boulevard, Westfield, IN 46074.

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>EMAIL</u>
1. Jack E Kruse	725 EAST 199TH ST	317-376-2282	JAACKRUSESR@gmail.com
2. Aileen Kruse	725 E 199th St	317-258-4301	AileenKruse@gmail.com
3. Dorothy J. Kruse	20540 Horton Rd	317-431-9307	jodnakruse@comcast.net
4. Jennifer Cole	10184 Partridge Place		
5. Joe Monics	8248 Creekside Dr		
6. Doug Kristi Widy	19323 Horton Rd.	317-446-0823	KWiley@Sci LLC MI
7. Marc Buggs	4450 W 196th 46069		
8. Kristen Mendelsohn	219 E 199th St	317-694-0281	KristenDmeza@gmail.com
9. Karl Mandel	728 E 199th Westfield		
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17.			
18.			
19.			



Chatham Amendment VI Concept Plan

Plot Date: Apr 23, 2019 Plot Time: 3:12pm File Name: W:\Pulte Homes\2019-117-A Pulte - Westfield Chatham Hills\Design\Renderings\19117-A Chatham - MColor Exhibit.dwg Layout: Overall Plan (No summary) By: dchesterfield



CHATHAM HILLS
WESTFIELD, INDIANA
APRIL 23, 2019

Exhibit “G”

Westchester PUD Amendment I and Commitment Modification **Project Description**

Platinum Properties Management Company, LLC (“Platinum”) is the Applicant and is requesting a PUD Text Amendment and Commitment Modification approval (collectively, the “Request”) for the following parcels of real estate identified by the Hamilton County, Indiana Auditor’s Office as parcel numbers 08-09-16-00-00-020.000; 08-09-16-00-00-021.001; 08-09-16-00-00-021.000; 08-09-16-00-00-022.000; 08-09-16-00-00-001.002; 08-09-16-00-00-001.003; 08-09-09-00-00-003.301; 08-09-09-00-00-003.401; 08-09-09-00-00-003.501 (collectively, the “Real Estate”). The Real Estate includes the residential portions of the Westchester subdivision as depicted on the enclosed aerial location map.

The current zoning of the Real Estate is the Westchester Planned Unit Development District, Ordinance Number 17-46 (“Westchester PUD”) which was adopted by the Westfield City Council on January 8, 2018 and the Real Estate is also subject to certain zoning commitments made to the Westfield City Council as part of the Westchester PUD approval, which zoning commitments were recorded with the Hamilton County, Indiana Recorder’s Office on February 7, 2018 as Instrument Number 2018-005151 (“Westchester Zoning Commitments”). The Real Estate is presently used for agricultural purposes and also contains the Wood Wind golf course.

Platinum is requesting to modify the Westchester Zoning Commitments to delete certain provisions from the Zoning Commitments and to also amend the text of the Westchester PUD to add new provisions to address those provisions which were deleted from the Westchester Zoning Commitments.

Regarding the request to modify the Westchester Zoning Commitments, the following provisions in the Westchester Zoning Commitments would be deleted:

- a. Section 1, paragraph 5 of the Westchester Zoning Commitments No single builder shall build homes on more than fifty percent (50%) of the lots in any one section of Westchester (Area A, the portion of Area B south of 161st Street, and the portion of Area B north of 161st Street). Additionally, there shall be a minimum of three (3) builders of homes within the Westchester PUD. Builder homes shall be randomly interspersed throughout the sections as noted.
- b. Section 1, paragraph 6 of the Westchester Zoning Commitments: The predominant exterior building material on the front elevation of the home shall be carried around at varying percentages on the remaining sides of the home. This percentage will be determined by the individual builder.

Regarding the request for a text amendment to the Westchester PUD, although the provisions above from the Westchester Zoning Commitments would be deleted, new provisions would be added to the Westchester PUD to address builder composition and home architecture design so such provisions could be monitored and enforced by the Planning Staff. To this end, Platinum is proposing the following text amendment language to the Westchester PUD:

Section 2. Development Standards. The Development Standards, Section 7.1 Area A and Area B: Article 6.3 Architectural Standards of the Westchester Planned Unit Development shall apply to the development of the District except as modified below:

- 2.1 No single builder shall build homes on more than fifty percent (50%) of the lots in any one section of Westchester (Area A, the portion of Area B south of 161st Street, and the portion of Area B north of 161st Street). Additionally, there shall be a minimum of three (3) builders of homes within the Westchester PUD. Builder homes shall be randomly interspersed throughout the sections of Westchester as noted above in this Section 2.1.
- 2.2 All homes shall incorporate a minimum of one (1) of the following elements:
 - A. The predominant exterior building material on the front elevation of the home shall be carried around at varying percentages on the remaining sides of the home. This percentage will be determined by the individual builder; or,
 - B. Masonry (brick, stone, or synthetic stone) as an exterior material on all sides of the home at a height of at least eighteen (18) inches; or,
 - C. A “corner break” consisting of a sun room, screen porch, covered patio, or other similar feature, shall be included on the rear elevation of the home

The purpose and rationale related to the above described text amendment modification is to: (i) clearly set forth the required builder composition in the text of the Westchester PUD unchanged from the Westchester Zoning Commitments; and , (ii) address the unforeseen and unintended consequences of Section 1, paragraph 6 of the Westchester Zoning Commitments where building materials such as shake or board and baton may be the predominant front exterior building material, but carrying over such building materials to the rear home elevation would not be architecturally sound or appropriate. As a result, Platinum is proposing alternate architectural standards in its text amendment request to the Westchester PUD to provide home builders with better design options for the rear elevation of homes that are more aesthetically appropriate and suitable.

Prior to filing this Request, Platinum met with the Planning Staff and Staff has indicated their support for the Request and the alternate design options proposed in the text amendment request described above.

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, May 8, 2019, 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.	1905-PUD-09
Ordinance No.	19-11
Petitioner	Henke Development Group, LLC by Nelson & Frankenberger, LLC
Description	A change in zoning review of 153.2 acres +/- from the AG-SF1: Agriculture / Single-Family Rural District to the Chatham Hills PUD District.

On May 20, 2019, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 9 in favor, 0 opposed).

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


Matthew S. Skelton, Secretary

May 28, 2019

Date



To whom it may concern,

I am writing as the President of the Bridlewood neighborhood Homeowners Association. Recently we became aware that Bridlewood is zoned as SB-PD (Special Business – Planned Development). It is our understanding that it is typically the housing developer's responsibility to rezone our neighborhood upon completion of construction. Since completion occurred in 1992, we have been left in this zone that is no longer used.

The Board of Directors has tasked me with petitioning the city on Bridlewood's behalf. We kindly request that the City Council step in and assist with having Bridlewood rezoned to a single family classification. We understand that there are many options for this and believe the best course of action is for the city planners and council to select an appropriate residential district.

Thank you for any and all consideration.

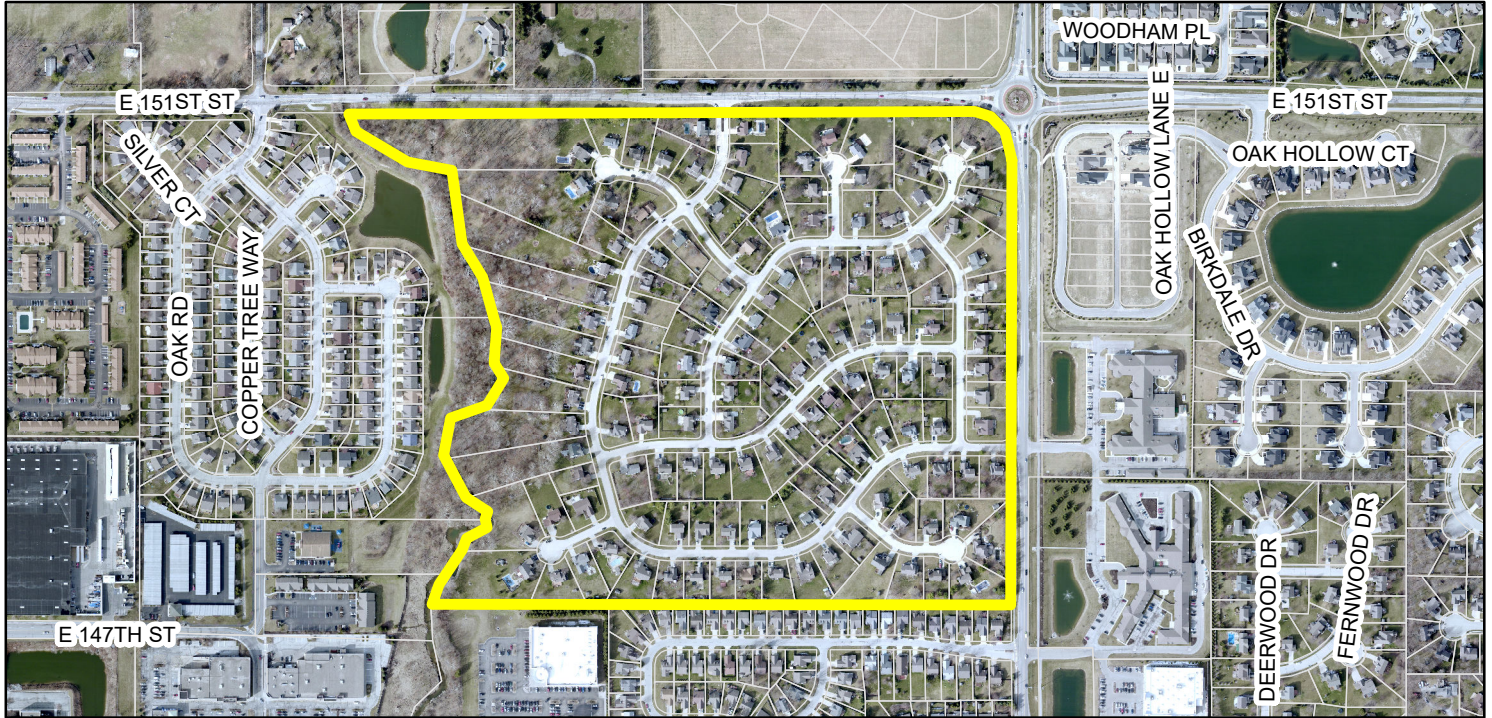
Sincerely,
Jon Dosmann
Bridlewood Board of Directors President
T: 574-360-1145 E: JCDosmann@gmail.com



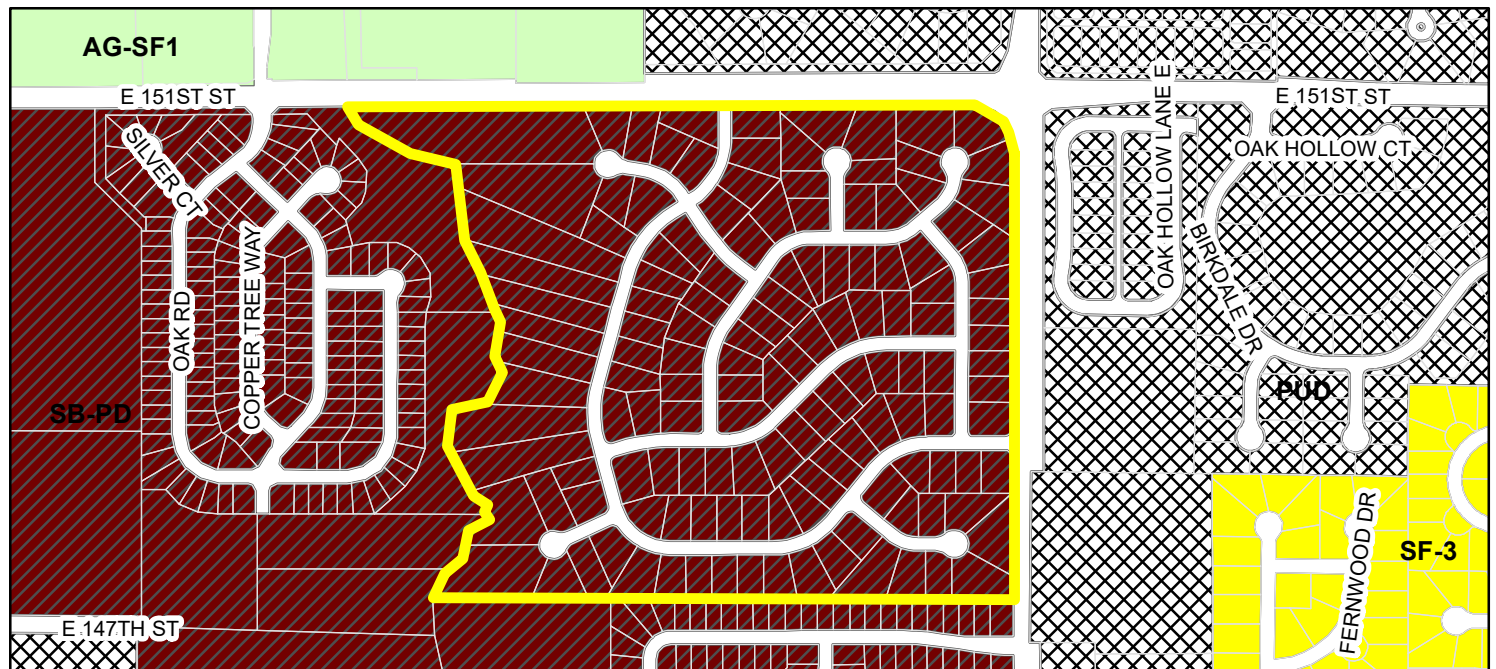
Property Location Map
Bridlewood Subdivision
Rezone
1906-REZ-01



Aerial Location Map



Zoning Map



- | | |
|--|--|
| Parcel | PUD (Planned Unit Development) |
| Zoning - All | SB-PD (Special Business - Planned Development) |
| Zoning | SF-3 (Single Family - 3) |
| AG-SF1 (Agriculture - Single Family - 1) | |

ORDINANCE NUMBER 19-[REDACTED]

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1907-PUD-[REDACTED]**), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1907-PUD-[REDACTED]** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (_____) 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 _____, 2019;

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

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

Section 1. **Applicability of Ordinance.**

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the **“Midtown at Westfield PUD District”** (the **“District”**).
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (**“Chapter”**) and Article (**“Article”**) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

- 2.1 **Façade, External:** A Building Façade visible from and oriented toward a Primary Street or a Secondary Street.
- 2.2 **Street, Primary:** An External Street as identified on the Thoroughfare Plan as an Expressway, Arterial or Collector. For purposes of this Ordinance, a Primary Street shall include US Highway 31, 191st Street, East Street, and Union Street, as generally identified and labeled on the Concept Plan.
- 2.3 **Street, Secondary:** An Internal Street other than a Tertiary Street that functions as a primary vehicular way from a Primary Street into the District. For purposes of this Ordinance, Secondary Streets shall generally include Flippins Road and those Streets identified and labeled as Secondary Streets on the Concept Plan.
- 2.4 **Street, Tertiary:** An Internal Street that terminates or dead ends within the District and functions as a secondary vehicular way from a Secondary Street. For purposes of this Ordinance, Tertiary Streets generally include those Streets identified and labeled as Tertiary Streets on the Concept Plan.

Section 3. **Concept Plan.** The **“Concept Plan”**, attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan. The District is hereby divided into six (6) subdistricts, as depicted on the Concept Plan (individually or collectively, **“Subdistrict”**). Development of each Subdistrict shall be regulated as set forth in this Ordinance. The size and configuration of any Subdistrict, as generally depicted in the Concept Plan, shall be permitted to increase or decrease by fifteen (15) percent.

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District of each Subdistrict shall be as follows (the “Underlying Zoning District”):

- | | | |
|-----|---|----------------------------------|
| 4.1 | <u>Hotel and Office Subdistrict:</u> | GB: General Business District |
| 4.2 | <u>Commercial Subdistrict:</u> | GB: General Business District |
| 4.3 | <u>Mixed-Use Subdistrict:</u> | GB: General Business District |
| 4.4 | <u>Business and Technology Subdistrict:</u> | EI: Enclosed Industrial District |
| 4.5 | <u>East of East Subdistrict:</u> | GO: General Office District |
| 4.6 | <u>West of East Subdistrict:</u> | GO: General Office District |

Section 5. **Permitted Uses.** The following uses shall be permitted within each Subdistrict, as set forth below:

- | | | |
|-----|---|--|
| 5.1 | <u>Hotel and Office Subdistrict:</u> | |
| | A. | All uses permitted in the GB: General Business District. |
| 5.2 | <u>Commercial Subdistrict:</u> | |
| | A. | All uses permitted in the GB: General Business District. |
| | B. | One (1) Gasoline Service Station. |
| 5.3 | <u>Mixed-Use Subdistrict:</u> | |
| | A. | All uses permitted in the GB: General Business District. |
| | B. | All uses permitted in the GO: General Office District. |
| 5.4 | <u>Business and Technology Subdistrict:</u> | |
| | A. | All uses permitted in the EI: Enclosed Industrial District. |
| | B. | All uses permitted in the GO: General Office District. |
| | C. | Hotel (or Motel). |
| | D. | Retail and service uses shall be permitted as an Accessory Use. |
| 5.5 | <u>East of East Subdistrict:</u> | |
| | A. | All uses permitted in the GO: General Office District. |
| | B. | Assisted Living Facility. |
| | C. | Nursing Home. |
| | D. | Townhouse Dwelling. |
| | E. | Engineering, research and testing laboratories. |
| | F. | Hotel (or Motel). |
| | G. | All other uses permitted in the GB: General Business District not otherwise permitted above, if located within a multi-story Building. |

5.6 West of East Subdistrict:

- A. All uses permitted in the GO: General Office District.
- B. Assisted Living Facility.
- C. Nursing Home.
- D. Townhouse Dwelling.
- E. Childcare / daycare centers.
- F. Health, fitness and exercise center.
- G. School, Professional Trade or Business.
- H. Data processing / call centers.
- I. Engineering, research and testing laboratories.

5.7 Prohibited Uses: The following use(s) shall be explicitly prohibited within the District:

- A. Special Exception Uses, except as otherwise permitted herein.
- B. Adult Entertainment Establishment.

Section 6. Overlay Districts.

- 6.1 US Highway 31 Overlay District: Article 5.2 US Highway 31 Overlay District shall not apply to the development of the Real Estate.
- 6.2 State Highway 32 Overlay District: Article 5.3(J) State Highway 32 Overlay District; Architectural Design Requirements (the “32 Overlay”) shall only apply as set forth herein. References of the 32 Overlay standards to the State Highway 32 right-of-way line shall apply to the 191st Street right-of-way line.
- 6.3 Town Centre Overlay: The District hereby establishes a Town Centre Overlay (“Town Centre”). The boundaries of the Town Centre are hereby established for an area, as generally depicted on the Concept Plan, consisting of: (i) a depth of one (1) Building on the east side of East Street extending north and south of 191st Street to the first Secondary Street intersection; and, (ii) a depth of one (1) Building on either side of 191st Street extending east of East Street to the first Secondary Street intersection. Development within the Town Centre shall be subject to the standards set forth herein for the underlying Subdistrict. If a provision of the Subdistrict is in conflict with a Town Centre standard, then the Town Centre standard shall control.

Section 7. General Regulations. The standards of Chapter 4 Zoning Districts, as applicable to each Subdistrict’s Underlying Zoning District, shall apply to the development of the Real Estate, except as otherwise modified below.

- 7.1 Minimum Lot Area: No minimum
- 7.2 Minimum Tract Requirement: No minimum
- 7.3 Minimum Lot Frontage: No minimum; however, all Lots shall have vehicular access to a Street (e.g., via a shared ingress/egress easement).

- 7.4 Minimum Lot Width: No minimum
- 7.5 Maximum Lot Coverage: No maximum
- 7.6 Minimum Building Setback Lines:
- A. US Highway 31: 30 feet
 - B. 191st Street:
 - i. Mixed-Use Subdistrict: No minimum
 - ii. All Other Subdistricts: 30 feet
 - C. East Street:
 - i. Mixed-Use Subdistrict: No minimum
 - ii. All Other Subdistricts: 20 feet
 - D. Flippins Road: 20 feet
 - E. All Other Streets (e.g., internal to District): 15 feet
 - F. District Perimeter Not Abutting Street: 30 feet
 - G. All Other Setback Lines: No minimum
- 7.7 Minimum Building Height: The Minimum Building Height of each Subdistrict's Underlying Zoning District shall apply, except as set forth below:
- A. Hotel and Office Subdistrict: Four (4) stories or sixty (60) feet, whichever is less.
 - B. Town Centre: Two (2) stories
- 7.8 Maximum Building Height: The Maximum Building Height of each Subdistrict's Underlying Zoning District shall apply, except as set forth below:
- A. Hotel and Office Subdistrict: No maximum
 - B. Town Centre: No maximum
 - C. East of East Subdistrict: No maximum

Section 8. **Development Standards.** The standards of Chapter 6 Development Standards, as applicable to each Subdistrict's Underlying Zoning District, shall apply to the development of the Real Estate, except as otherwise modified below.

- 8.1 Article 6.1 Accessory Buildings: Shall apply; however, Article 6.1(H)(2) Screening of Receptacles and Loading Areas shall apply to only prohibit enclosures located within an Established Front Yard abutting a Primary Street.
- 8.2 Article 6.3 Architectural Standards: The following standards shall apply to the development of the Real Estate, as set forth below for each Subdistrict.
- A. Character Imagery: The "Character Imagery Exhibit", attached hereto as **Exhibit C**, is hereby incorporated. Although the Character Imagery Exhibit does not represent the final design, it does hereby establish a benchmark for the quality and appearance of Buildings within each Subdistrict, and it

provides examples of specific design elements and development patterns that comply with this Ordinance and contribute to the intent and vision for the Real Estate.

- B. Hotel and Office Subdistrict: The 32 Overlay shall apply to the Hotel / Office Subdistrict, except as modified below:
- i. Each Building Façade shall utilize a minimum of three (3) different exterior building materials.
 - ii. A minimum of sixty (60) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials.
 - iii. If Architectural Insulated Panels are used as an exterior building material, then the following shall apply:
 - a. A minimum of thirty-three (33) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials.
 - b. No more than sixty-seven (67) percent of each Building Façade (exclusive of windows and doors) may be Architectural Insulated Panels.
 - c. No more than twenty-five (25) percent of each Building Façade (exclusive of windows and doors) may be covered with Fiber Cement Siding, Polymeric Cladding, E.I.F.S., stucco, or vinyl exterior building materials.
- C. Commercial Subdistrict: The 32 Overlay and Article 6.3 Architectural Standards shall apply. If a provision of the 32 Overlay is in conflict with Article 6.3 Architectural Standards, then the 32 Overlay shall control.
- D. Mixed-Use Subdistrict: The 32 Overlay and Article 6.3 Architectural Standards shall apply. If a provision of the 32 Overlay is in conflict with Article 6.3 Architectural Standards, then the 32 Overlay shall control.
- E. Business and Technology Subdistrict: The following shall apply to the Business and Technology Subdistrict:
- i. Permitted Building Façade materials shall include: Masonry Materials, simulated cut stone, finished (textured and painted) concrete, finished (textured and painted) pre-cast concrete panels, tile (ceramic or porcelain), and, architectural block (textured). Architectural Insulated Panels shall be permitted only if used for a maximum of fifty (50) percent of the Building Façade. E.I.F.S. shall be permitted only if used for a maximum of fifty (50) percent of the Building Façade and a minimum of eight (8) feet above grade.
 - ii. Prohibited Building Façade materials shall include: wood, plywood, unfinished concrete, unfinished concrete panels, plastics, reflective glass, and vinyl siding.
 - iii. Permitted building trim materials shall include: Masonry

Materials, simulated cut stone, tile (ceramic or porcelain), wood, glass, painted aluminum, formed polymers, and, E.I.F.S.

- iv. The primary color of Building Façades shall be natural and muted. Brighter colors may only be used as limited accents.
 - v. If materials other than Masonry Materials are utilized on any Building Facade, then the Building Facade shall be supplemented with: (i) the use of multiple colors and textures (e.g., rough, smooth, striated, etc.); or, (ii) the addition of architectural elements (e.g., quoins, pilasters, soldier courses, lintels, friezes, cornices, dentils, architraves, etc.).
 - vi. The following shall apply to each Building Façade visible from and oriented toward a Primary Street or Secondary Street:
 - a. A minimum of sixty (60) percent of the Building Façade (exclusive of window and doors) shall be Masonry Materials.
 - b. Building Facades, which are ninety (90) feet or greater in length, shall be designed with offsets (projecting or recessed) at intervals of not greater than sixty (60) feet. Offsets shall extend the entire vertical plane of the Building Facade and shall be a minimum depth of four (4) feet and a minimum aggregate length of twenty (20) percent of the horizontal plane of the overall Building Facade. The offset may be met with setbacks of the Building Facade and/or with architectural elements (i.e. arcades, columns, ribs, piers, and pilasters), if such architectural elements meet the minimum offset requirements of this requirement.
 - c. No loading spaces, loading docks or oversized service doors shall be permitted on a Building Façade visible from and oriented toward a Primary Street or Secondary Street.
 - d. Decorative architectural lighting fixtures shall be required at a minimum of one (1) fixture for every forty (40) lineal feet of Building Façade.
- F. East of East Subdistrict: The 32 Overlay and Article 6.3 Architectural Standards shall apply. If a provision of the 32 Overlay is in conflict with Article 6.3 Architectural Standards, then the 32 Overlay shall control.
- G. West of East Subdistrict: The 32 Overlay and Article 6.3 Architectural Standards shall apply. If a provision of the 32 Overlay is in conflict with Article 6.3 Architectural Standards, then the 32 Overlay shall control.
- H. Mechanical / Utility Meter Screening: The mechanical screening requirements of the UDO (Article 6.3(F)(1) Architectural Standards; Mechanical Screening and Article 6.8(H) Landscaping Standards; General Screening Standards) shall apply to all Subdistricts in a manner that prevents reasonable visibility. In addition, wall-mounted utility meters shall also be screened from view from Primary Streets and Secondary

Streets and are encouraged to be clustered. Screening materials shall be architecturally compatible with the Principal Building(s) and may be achieved by using landscape plantings, opaque wood, Masonry Materials, or a combination of the aforementioned.

- I. Residential Standards: Article 6.3(E) Architectural Standards; Multi-Family Districts shall apply to any Building with only Dwelling Units. Buildings with a mix of residential and non-residential uses shall be subject to the underlying Subdistrict standards.
- J. Town Centre: The following standards shall also apply within the Town Centre with the intent of creating a pedestrian-scaled and pedestrian-oriented streetscape along East Street and 191st Street:
 - i. A continuous “street wall” of Building Facades shall be required along East Street and 191st Street, with pedestrian corridors provided to access parking areas located to the rear of Buildings.
 - ii. Building Facades shall incorporate multiple vertical planes, and create both a rhythm of Building Façade bays or structural elements, and a horizontal division into a base, middle, and top.
 - iii. Primary entrances shall be prominently featured through porticos, recessed entrances, lighting and landscaping. Weather protection should be provided at all entrances. Doors and entryways shall follow a traditional storefront design (usually recessed) and shall be compatible with the architectural style of the Building. Other traditional elements include bulkheads, window displays and transom windows.
 - iv. Drive-throughs for uses such as financial institutions or pharmacies shall be permitted only if the drive-through is: (i) integrated into a multi-story Building; (ii) not otherwise visible from a Primary Street; and, (iii) designed to minimize any negative impact on vehicular and pedestrian circulation.
 - v. Buildings that are stylized in an attempt to use the building itself as advertising or is contractually required as a standardized or prototype building by a use as a formula from or for another location shall be prohibited, particularly where the proposed architecture is the result of corporate or franchise architecture.

8.3 Article 6.5 Fence Standards: Shall apply, except as modified below.

- A. Chain-link and other non-decorative fencing shall be permitted for Childcare / Daycare Centers, or other businesses requiring a similar secured activity-area. All walls and fencing shall be architecturally compatible with the associated building(s).
- B. Low, wrought iron fences and stone or brick walls no taller than thirty (30) inches shall be permitted in an Established Front Yard to further define the streetscape.

8.4 Article 6.8 Landscaping Standards: Shall apply, except as modified below.

- A. Minimum Lot Landscaping Requirements (Article 6.8(K)): Shall not apply in the Town Centre.
- B. Foundation Plantings (Article 6.8(L)): Building foundation plantings shall only be required along a Front Building Façade.
- C. External Street Frontage Landscaping Requirements (Article 6.8(M)): Shall only apply if the Front Building Façade of the Lot's Principal Building is not oriented towards the External Street. Shall not apply in the Town Centre.
- D. Buffer Yard Requirements (Article 6.8(N)): Shall not apply.
- E. Parking Area Landscaping (Article 6.8(O)). Shall apply, except as otherwise modified below.
 - i. Parking Area Design. If adjacent Lots have vehicular cross-access and/or shared parking, then the shared Lot Line shall not require Perimeter Parking Area Landscaping (Article 6.8(O)(2)); rather, the combined Parking Area shall be designed as a single Parking Area and landscaped in accordance with the Interior Parking Area Landscaping (Article 6.8(O)(1)) requirements.
 - ii. Town Centre. Interior Parking Area Landscaping (Article 6.8(O)(1)) requirements shall not apply to Parking Areas within the Town Centre; rather, an emphasis on Perimeter Parking Area Landscaping (Article 6.8(O)(2)) to screen Parking Areas from Primary Streets and Secondary Streets shall be required.
- F. Perimeter Drainage and Utility Easements. Landscaping within drainage and utility easements required the City's Department of Public Works around the perimeter of Lots (the "Restrictive Easements") is restricted. As a result, if plantings required by this Ordinance are not permitted by the City within the Restrictive Easements, then the required plantings shall be relocated and installed elsewhere on the subject Lot. If the relocation of plantings results in planting congestion or is otherwise contrary to landscaping best management practices, then a detailed development plan may be approved with fewer plantings than otherwise required.
- G. Town Centre. The following landscaping criteria shall also apply within the Town Centre.
 - i. Plantings should be grouped in larger masses that relate to the pedestrian scale of the site and Building, with a clustered focus along Building foundations and pedestrian entrances.
 - ii. Street trees are encouraged within the Right-of-way along East Street and 191st Street to enhance the pedestrian-scale and provide separation between the vehicle and pedestrian, subject to approval by the Department of Public Works. Street trees may be planted in sidewalks / paths with tree grates (minimum size of

four (4) feet by (4) four feet) or other treatment, or between sidewalks / paths and streets where planting strips of sufficient width exists, subject to easements.

- 8.5 Article 6.9 Lighting Standards: Shall apply. In addition, the following shall apply:
- A. Decorative Fixtures: Light fixtures shall be decorative throughout the District. All decorative light poles and fixtures shall be architecturally integrated with the Building style, material, and color, and shall be of a design and quality compatible with an established development theme throughout the District.
- 8.6 Article 6.12 Outdoor Storage and Display: Shall apply. Outdoor Storage shall not be permitted within the District.
- 8.7 Article 6.14 Parking and Loading Standards: Shall apply, except as otherwise provided below.
- A. Town Centre: Off-street parking shall not be permitted in the Established Front Yard. On-street parking is contemplated along East Street and 191st Street; however, any on-street parking shall be subject to final engineering and approval by the Department of Public Works.
- 8.8 Article 6.17 Sign Standards: Shall apply, except as otherwise modified below.
- A. Approved privately-owned traffic-control and transit sights, informational and directional signs on posts used in lieu of public street signage shall be permitted to be in the Right-of-way, as required and shall be required to be maintained by the City.
- B. Article 6.17(J)(8) Outlot Signage shall not apply; rather, each Building Façade shall be permitted two (2) square feet of sign area for each one (1) lineal foot of Building Façade. Sign area allocation may be divided between Wall, Awning, Projecting, and Under Canopy or related areas.
- C. Article 6.17(K)(5)(c)(ii) Temporary Signage; Real Estate Signs; Nonresidential Real Estate Signs; Maximum Sign Height: Twelve (12) feet.

Section 9. Infrastructure Standards. The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7 Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works.

- 9.1 Article 8.7 Pedestrian Network Standards: Shall apply. In addition, the following shall apply.
- A. Cool Creek Trail. The Developer shall construct and dedicate the Cool Creek Trail through the District, as generally located and depicted on the Concept Plan. The trail shall be installed in accordance with the City's Construction Standards, as approved by the Department of Public Works.
- B. Mixed-Use Subdistrict: Pedestrian pathways and crossings within the Mixed-use District, whether public or private, shall be delineated (e.g., pavers, edging, material, creative or artistic striping) and distinguished from

vehicular surfaces.

- 9.2 Decorative Streetscape Elements. Decorative street signs, light fixtures, and traffic control devices shall be permitted within entrance drives, Right-of-ways, and walkways, and may differ from the City's standards if it conforms to the Indiana Manual on Uniform Traffic Control Devices. Such decorative elements shall be consistent with the development theme and shall neither be installed nor maintained at the City's expense.

Section 10. **Design Standards.** The standards of Chapter 8 Design Standards, as applicable to each Subdistrict's Underlying Zoning District, shall apply to the development of the Real Estate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

This document prepared by: Jesse M. Pohlman, Onpointe Land Matters, LLC
Henke Development Group, LLC
1100 Chatham Hills Boulevard, Westfield, Indiana 46074

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: Jesse M. Pohlman

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

Exhibit C Character Imagery Exhibit

EXHIBIT A
REAL ESTATE

The below description includes fourteen (14) parcels:

TRACTS 1 and 2 (Parcel #09-06-30-00-00-003.000 / #29-06-30-000-003.000-015) (Parcel #08-06-30-00-00-004.001 / #29-06-30-000-004.001-014)

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:

Beginning at a Mag Nail on the South line of the Northwest Quarter of Section 30, Township 19 North, Range 4 East, said point of beginning being North 89 degrees 47 minutes 37 seconds West (assumed bearing) 1126.98 feet from a P.K. Nail at the Southeast corner of said Northwest Quarter; thence North 89 degrees 47 minutes 37 seconds West 1316.40 feet to a 5/8" iron rod with yellow cap stamped S0083 at the point of intersection of the South line of said Northwest Quarter and the Easterly right-of-way line of U.S. Highway #31; the following 5 courses are on and along said Easterly right-of-way line: (1.) thence North 00 degrees 09 minutes 26 seconds East 594.16 feet to a 5/8" iron rod with yellow cap stamped S0083; (2.) thence North 00 degrees 44 minutes 59 seconds East 483.33 feet to an existing right-of-way marker; (3.) thence North 00 degrees 09 minutes 26 seconds East 286.70 feet to a 5/8" iron rod with yellow cap stamped S0083; (4.) thence South 89 degrees 50 minutes 34 seconds East 15.00 feet to a 5/8" iron rod with yellow cap stamped S0083; (5.) thence North 00 degrees 09 minutes 26 seconds East 16.41 feet to a 5/8" iron rod with yellow cap stamped S0083 on the North line of a 36.28 acre tract of real estate described in Instrument Number 9508920; thence South 87 degrees 08 minutes 56 seconds East 1091.15 feet on and along said North line to a 5/8" iron rod with yellow cap stamped S0083 on the West line of the West fractional one-half of the Northwest Quarter of Section 30, Township 19 North, Range 4 East; Thence North 00 degrees 03 minutes 05 seconds East 4.90 feet to a 5/8" iron rod with yellow cap stamped S0083 at the Northwest corner of the Southeast Quarter of said Northwest Quarter; thence South 89 degrees 51 minutes 07 seconds East 204.00 feet on and along the North line of the Southeast Quarter of said Northwest Quarter to a 5/8" iron rod with yellow cap stamped S0083; thence South 00 degrees 03 minutes 05 seconds West 1335.36 feet to the point of beginning containing 40.788 acres, more or less.

EXCEPT:

A part of the West Half of the Northwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, described as follows: Beginning at the Southeast corner of said half-quarter section; thence North 89 degrees 50 minutes 27 seconds West 1,112.39 feet along the South line of said half-quarter section to the Eastern boundary of U.S. 31; thence North 0 degrees 08 minutes 08 seconds East 594.63 feet (594.16 feet deduced from instrument # 9609620991) along said boundary; thence North 0 degrees 45 minutes 02 seconds East 483.33 feet along said boundary; thence North 0 degrees 09 minutes 28 seconds East 286.70 feet along said boundary; thence South 89 degrees 50 minutes 32 seconds East 15.00 feet along said boundary; thence North 0 degrees 09 minutes 28 seconds East 15.95 feet (16.41 feet deduced from instrument # 9609620991) along said boundary to the North line of said grantor's land; thence South 87 degrees 08 minutes 41 seconds East 57.44 feet along said line; thence South 1 degree 39 minutes 37 seconds East 39.06 feet; thence South 07 degrees 22 minutes 26 seconds East 575.59 feet; thence South 5 degrees 25 minutes 04 seconds East 618.43 feet; thence South 52 degrees 08 minutes 44 seconds East 118.93 feet; thence South 88 degrees 55 minutes 28 seconds East 325.04 feet; thence South 89 degrees 48 minutes 21 seconds East 350.00 feet; thence North 52 degrees 04 minutes 52 seconds East 151.68 feet; thence North 0 degrees 11 minutes 39 seconds East 508.03 feet; thence northeasterly 75.49 feet along an arc to the right having a radius of 865.00 feet and subtended by a long chord with a bearing of North 2 degrees 41 minutes 39 seconds East and a length of 75.46 feet; thence North 5 degrees 11 minutes 39 seconds East 55.63 feet to the east line of said west half-quarter section; thence South 0 degrees 03 minutes 21 seconds West 806.97 feet along said line to the point of beginning containing 6.801 acres more or less, inclusive of the presently existing right of way for 191st Street which contains 0.115 acres more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across this limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantor's remaining lands along the lines described as follows: Beginning at the East end of the West 37.39 feet of the 57.44-foot course described above; thence South 1 degree 39 minutes 18 seconds East 39.85 feet; thence South 7 degrees 22 minutes 26 seconds East 575.59 feet; thence South 5 degrees 22 minutes 10 seconds East 623.40 feet; thence South 53 degrees 51 minutes 19 seconds East 141.05 feet; thence South 89 degrees 48 minutes 21 seconds East 370.00 feet; thence North 0 degrees 09 minutes 36 seconds East 10.00 feet. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

ALSO EXCEPT:

A part of the East Half of the Northwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, described as follows: Beginning at the southwest corner of said East half-quarter section; thence North 0 degrees 03 minutes 21 seconds East 806.97 feet along the West line of said East half-quarter section; thence North 5 degrees 11 minutes 39 seconds East 139.23 feet; thence Northwesterly 67.92 feet along an arc to the left having a radius of 735.00 feet and subtended by a long chord with a bearing of North 2 degrees 32 minutes 48 seconds East and a length of 67.90 feet; thence North 6 degrees 32 minutes 28 seconds West 134.22 feet to the West line of said East half-quarter section; thence North 0 degrees 03 minutes 21 seconds East 187.34 feet along said line to the North line of said grantor's land; thence South 89 degrees 50 minutes 52 seconds East 144.54 feet along said line; thence South 0 degrees 06 minutes 03 seconds East 320.07 feet; thence North 89 degrees 53 minutes 57 seconds East 58.58 feet; thence South 0 degrees 03 minutes 20 seconds West 218.81 feet; thence North 84 degrees 48 minutes 21 seconds West 74.24 feet; thence South 5 degrees 11 minutes 39 seconds West 62.16 feet; thence Southwesterly 64.14 feet along an arc to the left having a radius of 735.00 feet and subtended by a long chord with a bearing of South 2 degrees 41 minutes 39 seconds West and a length of 64.12 feet; thence South 0 degrees 11 minutes 39 seconds West 548.03 feet; thence South 47 degrees 25 minutes 05 seconds East 109.21 feet; thence South 89 degrees 48 minutes 21 seconds East 3.30 feet; thence South 0 degrees 03 minutes 20 seconds West 55.58 feet to the South line of said quarter section; thence North 89 degrees 30 minutes 26 seconds West 204.01 feet along said line to the point of beginning containing 4.409 acres more or less, inclusive of the presently existing right of way for 191st Street which contains 0.033 acres more or less.

ALSO EXCEPT:

A part of the West Half of the Northwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, described as follows: Beginning North 0 degrees 03 minutes 21 seconds East 1,146.80 feet from the Southeast corner of said West half-quarter section; thence South 89 degrees 53 minutes 57 seconds West 19.95 feet thence North 0 degrees 06 minutes 03 seconds West 183.49 feet to the North line of said grantor's land; thence South 87 degrees 08 minutes 41 seconds East 20.47 feet along said line to the East line of said West half-quarter section; thence South 0 degrees 03 minutes 21 seconds West 182.44 feet along said line to the point of beginning containing 0.085 acres more or less.

TRACT 3 (Parcel #08-06-30-00-00-004.002 / 2906-30-000-004.002-014)

Part of the Southeast Quarter of the Northwest Quarter of Section 30, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the Mag Nail at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 30, Township 19 North, Range 4 East; thence on the South line of the Southeast Quarter of said Northwest Quarter North 89 degrees 47 minutes 37 seconds West (assumed bearing) 674.83 feet to the point of beginning of this description; thence continuing on said South line North 89 degrees 47 minutes 37 seconds West 452.15 feet to the East line of the tract of real estate described in Instrument No. 9609600991; thence on said East line North 00 degrees 03 minutes 05 seconds East 1335.36 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying S083" on the North line of the Southeast Quarter of said Northwest Quarter; thence on said North line South 89 degrees 51 minutes 07 seconds East 452.15 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying S083"; thence South 00 degrees 03 minutes 05 seconds West 1335.82 feet to the point of beginning, containing 13.86 acres, more or less.

EXCEPT:

A part of the East Half of the Northwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, described as follows: Beginning on the South line of said half-quarter section South 89 degrees 30 minutes 26 seconds East 204.01 feet from the Southwest corner of said half-quarter section; thence North 0 degrees 03 minutes 20 seconds East 55.58 feet; thence South 89 degrees 48 minutes 21 seconds East 452.15 feet to the east line of said grantor's land; thence South 0 degrees 03 minutes 20 seconds West 55.71 feet along said line to the South line of said quarter section; thence North 89 degrees 47 minutes 21 seconds West 452.15 feet along said line to the point of beginning containing 0.578 acres more or less, inclusive of the presently existing right of way for 191st Street which contains 0.074 acres more or less.

TRACT 4 (Parcel #08-06-30-00-00-014.001 / #29-06-30-000-014.001-014)

Part of the Northeast Quarter of the Southwest Quarter of Section 30, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the Mag Nail at the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 30, Township 19 North, Range 4 East; thence on the North line of the Northeast Quarter of said Southwest Quarter North 89 degrees 47 minutes 37 seconds West (assumed bearing) 674.83 feet to the point of beginning of this description; thence South 00 degrees 03 minutes 05 seconds West 1340.60 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying S083" on the South line of the Northeast Quarter of said Southwest Quarter; thence on said South line North 89 degrees 55 minutes 03 seconds West 653.09 feet to the Southwest corner of the Northeast Quarter of said Southwest Quarter; thence on the West line of the Northeast Quarter of said Southwest Quarter North 00 degrees 04 minutes 46 seconds West 1342.02 feet to the Northwest corner of the Northeast Quarter of said Southwest Quarter; thence on the North line of the Northeast Quarter of said Southwest Quarter South 89 degrees 47 minutes 37 seconds East 656.15 feet to the point of beginning, containing 20.16 acres, more or less.

EXCEPT:

Part of the Northeast Quarter of the Southwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, described as follows: Beginning at the Northwest corner of said quarter-quarter section; thence South 89 degrees 42 minutes 05 seconds East 656.16 feet along the North line of said quarter-quarter section to the East line of said grantor's land; thence South 0 degrees 03 minutes 09 seconds West 54.29 feet along said line; thence North 89 degrees 48 minutes 21 seconds West 415.72 feet; thence South 70 degrees 54 minutes 15 seconds West 105.95 feet; thence South 49 degrees 51 minutes 23 seconds West 63.93 feet; thence South 0 degrees 11 minutes 39 seconds West 271.69 feet; thence North 89 degrees 48 minutes 21 seconds West 89.93 feet to the West line of said quarter-quarter section; thence North 0 degrees 04 minutes 42 seconds West 403.56 feet along said line to the point of beginning containing 1.654 acres more or less, inclusive of the presently existing right of way for 191st Street which contains 0.294 acres more or less.

TRACT 5 (Parcel #09-06-30-00-00-020.001 / #29-06-30-000-020.001-015)

A part of the West half of the Southwest Quarter of Section Thirty (30), Township Nineteen (19) North, Range Four (4) East, bounded as follows:

Begin as the Southwest corner of said Section, run thence North (North 00 degrees 33 minutes 58 seconds West, measured) one thousand four hundred forty-four (1,444) feet, thence East one thousand one hundred seventy (1,170) feet (North 89 degrees 32 minutes 54 seconds East 1168.72 feet, measured) to the East line of said West half section, thence South (South 00 degrees 58 minutes 33 seconds East, measured) one thousand four hundred thirty-six (1,436) feet to the South line of said section; thence West one thousand one hundred seventy-nine (1,179) feet (South 89 degrees 09 minutes 24 seconds West 1178.93 feet, measured) to the place of beginning.

EXCEPT:

Begin eight hundred seventy-six (876) feet North (North 00 degrees 33 minutes 58 seconds West, measured) of the Southwest corner of said section and on the West line thereof; run thence North (North 00 degrees 33 minutes 58 seconds West, measured) on and along the said West line five hundred sixty-eight (568) feet; thence East (North 89 degrees 32 minutes 54 seconds East, measured) three hundred (300) feet; thence South (South 00 degrees 33 minutes 58 seconds East, measured) five hundred sixty-eight (568) feet; thence West (South 89 degrees 32 minutes 54 seconds West, measured) three hundred (300) feet to the place of beginning of this exception.

ALSO EXCEPT:

Begin at the Southwest corner of said section and run thence East (North 89 degrees 09 minutes 24 seconds East, measured) on and along the South line of said section three hundred thirty-eight and seven-tenths (338.7) feet; thence North (North 00 degrees 58 minutes 22 seconds East, measured) parallel with the West line of said section one hundred (100) feet; thence West (South 89 degrees 09 minutes 24 seconds West, measured) parallel with the South line of said section three hundred thirty-eight and seven-tenths (338.7) feet to the intersection of the West line of said section; thence South (South 00 degrees 58 minutes 22 seconds East, measured) on and along the West line of said section one hundred (100) feet to the place of beginning of this exception.

ALSO EXCEPT:

A part of the Southwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, described as follows: Commencing at the Southwest corner of said quarter section; thence North 0 degrees 11 minutes 50 seconds East 393.69 feet along the West line of said quarter section to the South line of a parcel of land described in Instrument #20060004186 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 57 minutes 40 seconds East 201.25 feet along said line to the point of beginning of this description; thence Northeasterly 98.10 feet along an arc to the right, having a radius of 346.00 feet and subtended by a long chord with a bearing of North 81 degrees 52 minutes 38 seconds East and length of 97.78 feet; thence South 90 degrees 00 minutes 00 seconds East 296.91 feet to the East line of said parcel; thence South 0 degrees 12 minutes 29 seconds West 13.55 feet along said line to the South line of said parcel; thence South 89 degrees 57 minutes 40 seconds West 393.66 feet along said line to the point of beginning containing 0.114 acres more or less.

ALSO EXCEPT:

A part of the West half of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, Washington Township, Hamilton County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, Washington Township, Hamilton County, Indiana, said corner being on the East line of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, in said county; thence North 00 degrees 33 minutes 58 seconds West on the West line of said Southwest Quarter 393.69 feet to a P.K. Nail at the point of beginning for the tract herein described; thence North 00 degrees 33 minutes 58 seconds West on the West line of said Southwest Quarter 482.31 feet to a P.K. Nail at the Southwest corner of the real estate described in said Instrument #89-28021 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 32 minutes 54 seconds East on the South line of said real estate and its Easterly extension 595.00 feet to a 5/8 inch rebar; thence South 00 degrees 33 minutes 58 seconds East parallel with the West line of said Southwest Quarter 482.31 feet to a 5/8 inch rebar; thence South 89 degrees 32 minutes 54 seconds West parallel with the South line of the real estate described in said Instrument Number 89-28021 a distance of 595.00 feet to the point of beginning.

ALSO EXCEPT:

A part of the West half of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 30, said point as found per county surveyor ties, said point being in the center of Union Street (old U.S. Highway 31), as now located; thence North 00 degrees 33 minutes 58 seconds West along the West line of said Southwest Quarter and in said Union Street, 1440.00 feet to the Northwestern corner of a certain parcel of land as described in Instrument #9362547, in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 32 minutes 54 seconds East along the Northerly line of the aforesaid real parcel, 300.00 feet to the Northeasterly corner of said parcel of land, said point also being on the Southerly line of a certain parcel of land as described in Instrument #96-44563 (Office of the Recorder), said point being the point of beginning; thence continue North 89 degrees 32 minutes 54 seconds East, along said Southerly parcel of land, 869.04 feet to a point on the East line of said West half, said point also being in the center of North East Street, as now located; thence South 00 degrees 56 minutes 38 seconds East, along said East line and in said North East Street, as now located; thence South 00 degrees 56 minutes 38 seconds East, along said East line and in said North East Street, 568.17 feet; thence South 89 degrees 32 minutes 54 seconds West 578.36 feet to the Northeasterly corner of a certain parcel of land as described in Instrument 98-21037 (Office of the Recorder); thence South 89 degrees 34 minutes 23 seconds West, along the Northerly line of last parcel of land, 294.43 feet to the Southerly extension of the Easterly line of said parcel of land described in Instrument #93-62547; thence North 00 degrees 33 minutes 58 seconds West, along said extension and said Easterly line 568.03 feet to the point of beginning, containing 11.3589 acres (494,794.94 square feet), more or less.

ALSO EXCEPT:

A part of the Southwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, described as follows: Beginning at a point on the West line of said quarter section North 0 degrees 11 minutes 50 seconds East 100.00 feet from the Southwest corner of said quarter section, which point is the Northwest corner of an exception described in Instrument #2013002424 in the Office of the Recorder of Hamilton County, Indiana thence continuing North 0 degrees 11 minutes 50 seconds East 293.74 feet along the West line of said quarter section to the Southwest corner of a parcel of land described in Instrument #20060004186 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 57 minutes 39 seconds East 16.43 feet along said line; thence South 35 degrees 20 minutes 59 seconds East 46.22 feet; thence South 90 degrees 00 minutes 00 seconds East 73.03 feet; thence Northeasterly 93.37 feet along an arc to the right, having a radius of 346.00 feet and subtended by a long chord with a bearing of North 66 degrees 01 minute 26 seconds East and a length of 93.08 feet; thence North 89 degrees 57 minutes 40 seconds East 393.66 feet; thence North 0 degrees 12 minutes 29 seconds East 13.55 feet; thence South 90 degrees 00 minutes 00 seconds East 582.84 feet to the East line of said grantor's land, which line is the centerline of East Street; thence South 0 degrees 04 minutes 41 seconds East 82.00 feet along said centerline; thence North 90 degrees 00 minutes 00 seconds West 879.87 feet; thence Southwesterly 376.22 feet along an arc to the left, having a radius of 264.00 feet and subtended by a long chord with a bearing of South 49 degrees 10 minutes 48 seconds West and a length of 345.18 feet, which point is on the North line of said exception from Instrument #2013002424; thence South 89 degrees 57 minutes 40 seconds West 37.87 feet along said line to the point of beginning containing 2.445 acres more or less.

TRACT 6 (Parcel# 09-06-30-00-00-002.000)

Beginning 945.6 feet South of the Northwest corner of the West fractional half of the Northwest quarter of Section 30, Township 19 North, Range 4 East, and on the West line thereof, thence south on and along aforesaid West line 337.5 feet to the centerline of a stream; thence Easterly on and along said centerline of said stream 1164 feet to the East line of said half quarter section; thence North on and along aforesaid East line 337.5 feet to a point 1002.4 feet South of the North line of said half quarter section; thence Westerly 1163.6 feet to the place of beginning.

EXCEPTING

THEREFROM:

A part of the Northwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit B, described as follows: Commencing at the northwest corner of said quarter section; thence South 0 degrees 08 minutes 44 seconds West 945.63 feet along the west line of said quarter section to the prolonged north line of said grantor's land; thence South 87 degrees 02 minutes 59 seconds East 71.99 feet along said prolonged line to the east boundary of U.S. 31 and the point of beginning of this description; thence continuing South 87 degrees 02 minutes 59 seconds East 48.58 feet along said line to point "34691" on said plat; thence South 1 degree 39 minutes 37 seconds East 338.71 feet to the south line of said grantor's land; thence North 87 degrees 08 minutes 41 seconds West 57.44 feet along said line to the east boundary of U.S. 31; thence North 0 degrees 09 minutes 47 seconds West 338.20 feet along said line to the point of beginning containing 0.411 acres more or less.

FURTHER EXCEPTING THEREFROM the property described as:

A part of the Northwest Quarter of Section 30, Township 19 North, Range 4 East in Hamilton County, Indiana, and being that part of the grantor's land lying within the right

of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit B, described as follows: Commencing at the northwest corner of said quarter section; thence South 0 degrees 08 minutes 44 seconds West 945.63 feet along the west line of said quarter section to the prolonged north line of said grantor's land; thence South 87 degrees 02 minutes 59 seconds East 1,143.45 feet along said line prolonged and said line to the point of beginning of this description, designated as point "38204" on said plat; thence continuing South 87 degrees 02 minutes 59 seconds East 21.39 feet along said line to the northeast corner of said grantor's land; thence South 0 degrees 03 minutes 21 seconds West 336.33 feet along the east line of said grantor's land to the southeast corner of said grantor's land; thence North 87 degrees 08 minutes 41 seconds West 20.47 feet along the south line of said grantor's land; thence North 0 degrees 06 minutes 03 seconds West 336.41 feet to the point of beginning containing 0.161 acres more or less.

AND that portion conveyed to the City of Westfield in a Deed Recorded November 15, 2013 as instrument number 2013069401, more particularly described as follows:

A part of the Northwest Quarter of Section 30, Township 19 North, Range 4 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat marked Exhibit "B", described as follows: Commencing at the northwest corner of said quarter section; thence South 0 degrees 08 minutes 44 seconds West 945.63 feet along the west line of said quarter section to the prolonged north line of the grantor's land; thence South 87 degrees 02 minutes 59 seconds East 120.57 feet along said prolonged north line and the north line of the grantor's land to the proposed eastern boundary of U.S. 31 and point "34691" designed on said plat; thence South 1 degree 39 minutes 37 seconds East 15.05 feet along the proposed boundary of said U.S. 31 to the south line of a sanitary sewer easement in favor of the City of Westfield and the point of beginning of this description; thence South 85 degrees 51 minutes 11 seconds East 50.26 feet along the south line of said easement; thence South 1 degree 39 minutes 37 seconds East 36.13 feet; thence South 88 degrees 20 minutes 23 seconds West 50.00 feet to the proposed eastern boundary of said U.S. 31; thence North 1 degree 39 minutes 37 seconds West 41.21 feet along the proposed boundary of said U.S. 31 to the point of beginning and containing 0.044 acres, more or less.

TRACTS 7 and 8

(Parcel # 08-06-30-00-00-004.000) (Parcel # 08-06-30-00-00-014.000)

PARCEL 1

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, THE FOLLOWING DESCRIPTION IS BASED ON A SURVEY PREPARED BY NORMAN H. HISELMAN, P.S., INDIANA #S0461 OF WEIHE ENGINEERS, INC. UNDER JOB NO. W190005, DATED FEBRUARY 4, 2019, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST (BEARINGS BASED UPON STATE PLANE COORDINATES INDIANA EAST ZONE NAD 83 (2011) EPOCH 2010.0) 332.16 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE WEST LINE OF THE LANDS TAKEN FOR RIGHT OF WAY FOR 191ST STREET AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST 342.72 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE LANDS CONVEYED TO ANTHONY PROPERTIES, L.P. (NOW NORTH WESTFIELD DEVELOPMENTS, LLC WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2014050892) AS DESCRIBED IN INSTRUMENT NUMBER 9609620991 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 04 MINUTES 12 SECONDS EAST 1335.27 FEET TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION (REBAR WITH A CAP MARKED "MILLER" FOUND); THENCE SOUTH 89 DEGREES 51 MINUTES 29 SECONDS EAST 670.63 FEET ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION TO THE EAST LINE OF AFORESAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 06 MINUTES 36 SECONDS EAST ALONG SAID EAST LINE 651.96 FEET TO THE NORTH LINE OF THE LANDS TAKEN FOR RIGHT OF WAY OF FLIPPINS ROAD, THE NEXT FIVE COURSES ARE ALONG SAID RIGHT OF WAY; THENCE NORTH 84 DEGREES 54 MINUTES 09 SECONDS WEST 32.81 FEET; THENCE SOUTH 07 DEGREES 22 MINUTES 16 SECONDS WEST 340.27 FEET; THENCE SOUTH 05 DEGREES 05 MINUTES 51 SECONDS WEST 317.43; THENCE SOUTH 89 DEGREES 46 MINUTES 30 SECONDS WEST 226.13 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 30 SECONDS EAST 33.16 FEET TO THE POINT OF BEGINNING CONTAINING 19.26 ACRES MORE OR LESS.

PARCEL 2

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, THE FOLLOWING DESCRIPTION IS BASED ON A SURVEY PREPARED BY NORMAN H. HISELMAN, P.S., INDIANA #S0461 OF WEIHE ENGINEERS, INC. UNDER JOB NO. W190005, DATED FEBRUARY 4, 2019, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF QUARTER QUARTER SECTION; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST (BEARINGS BASED UPON STATE PLANE COORDINATES INDIANA EAST ZONE NAD 83 (2011) EPOCH 2010.0) ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 332.11 TO WEST LINE OF

THE LANDS TAKEN FOR THE RIGHT OF WAY OF 191ST STREET AND THE POINT OF BEGINNING, THE NEXT TWO COURSES AREA LONG SAID RIGHT OF WAY; THENCE SOUTH 00 DEGREES 13 MINUTES 30 SECONDS WEST 36.84 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 30 SECONDS EAST 332.24 TO THE EAST LINE OF SAID QUARTER QUARTER; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 01 MINUTES 04 SECONDS WEST 1302.44 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION (IRON PIN FOUND MARKED WITH A "MILLER" CAP); THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST 676.05 FEET TO THE EAST LINE OF THE LANDS CONVEYED TO ANTHONY PROPERTIES, L.P. (NOW NORTH WESTFIELD DEVELOPMENTS, LLC AS DESCRIBED IN INSTRUMENT NUMBER 2014050892) AS DESCRIBED IN INSTRUMENT NUMBER 200500078606 AND RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 04 MINUTES 12 SECONDS EAST 1341.03 FEET TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 89 DEGREES 46 MINUTES 30 SECONDS EAST 342.72 FEET TO THE POINT OF BEGINNING CONTAINING 20.50 ACRES MORE OR LESS.

TRACT 9 (Parcel# 09-06-30-00-00-021.000)

A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST; THENCE EAST ON AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER 338.7 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER 100 FEET TO AN IRON STAKE; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 338.7 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 100 FEET TO THE PLACE OF BEGINNING.

TRACT 10 (Parcel# 09-06-30-00-00-027.001)

Block A in the IMMI Campus Subdivision per plat dated January 10, 2019 and recorded on January 25, 2019 as Instrument 2019003012 in the office of the Recorder of Hamilton County, Indiana.

TRACT 11 (Parcel# 09-06-30-00-00-022.000)

A part of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, located in Washington Township, Hamilton County, Indiana, bounded as follows:

Beginning at a point 876.0 feet North of the Southwest corner of the Southwest Quarter of Section 30, Township 19 North, Range 4 East; thence North 120.0 feet on and along the West line of said Southwest Quarter; thence East 300.0 feet parallel with the South line of said Southwest Quarter; thence South 120.0 feet parallel with the West line of said Southwest Quarter; thence West 300.0 feet parallel with the South line of said Southwest Quarter to the POINT OF BEGINNING, containing 0.83 acres, more or less.

TRACT 12 and 13

(Parcel# 09-06-30-00-00-025.000) (Parcel# 09-06-30-00-00-024.000)

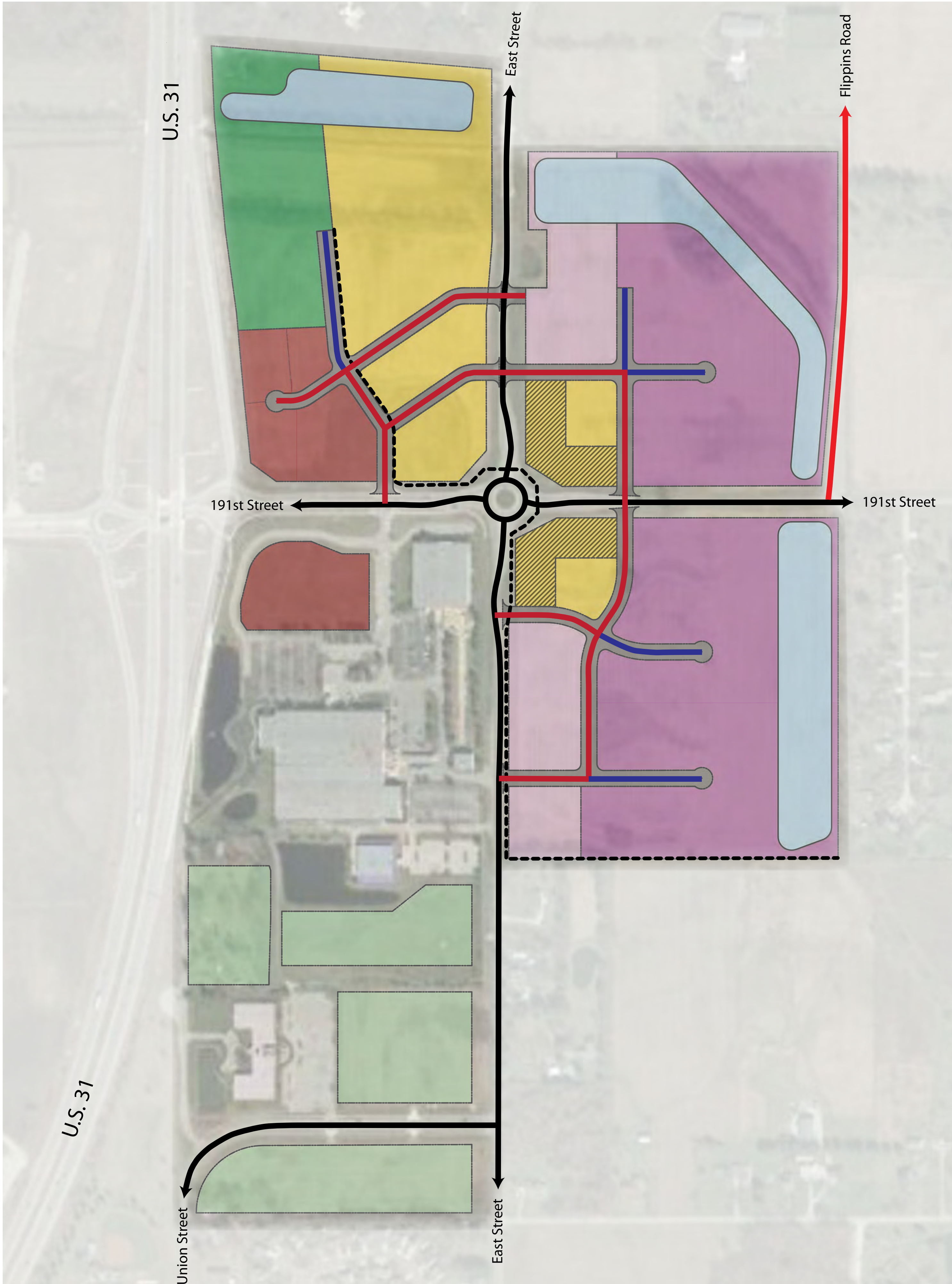
Part of the West Half of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, in Hamilton County, Indiana, more particularly described as follows, to-wit:

Tract 1- Begin at a point 1,112.0 feet North of the Southwest Corner of the West Half of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, run thence North 232 feet along the West Quarter Section line to a point; run thence East parallel to the North quarter section line, which is a distance of 300 feet to a point; run thence South 232 feet parallel to the West quarter section line to a point; and run thence West 300 feet to the place of beginning, all in Hamilton County, Indiana.

Tract 2- Also begin at a point 996 feet North of the Southwest corner of the West Half of the Southwest Quarter of Section 30, Township 19 North, Range 4 East; run thence 116 feet along the West quarter section line to a point; run thence East parallel to the North quarter section line, which is a distance of 300 feet to a point, run thence South 116 feet parallel to the West quarter section line to a point; and run thence West 300 feet to the place of beginning, all in Hamilton County, Indiana.

TRACT 14 (Parcel# 09-06-30-00-00-020.111)

Block B in the IMMI Campus Subdivision per plat dated January 10, 2019 and recorded on January 25, 2019 as Instrument 2019003012 in the office of the Recorder of Hamilton County, Indiana.

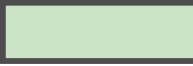


Midtown at Westfield

CONCEPT MASTER PLAN

LAND USE LEGEND

MAY 30, 2019

	HOTEL / OFFICE SUBDISTRICT	8 AC
	RETAIL AND SERVICE SUBDISTRICT	8 AC
	MIXED-USE SUBDISTRICT	21 AC
	BUSINESS & TECHNOLOGY SUBDISTRICT	36 AC
	EAST OF EAST SUBDISTRICT	9 AC
	WEST OF EAST SUBDISTRICT	17 AC

* ACREAGES ARE APPROXIMATED

	TOWN CENTRE OVERLAY
	PRIMARY STREET
	SECONDARY STREET
	TERTIARY STREET
	COOL CREEK TRAIL



ILLUSTRATIVE BUILDING EXAMPLES

HOTEL / OFFICE SUBDISTRICT



COMMERCIAL SUBDISTRICT



BUSINESS & TECHNOLOGY SUBDISTRICT



EAST OF EAST SUBDISTRICT



WEST OF EAST SUBDISTRICT



MIXED-USE SUBDISTRICT



EXHIBIT C-1: CHARACTER EXHIBIT

STREETSCAPE AND THEMING



QUALITY BUILDING MATERIALS



DIVERSITY IN MATERIALS



PEDESTRIAN EMPHASIS



DECORATIVE ELEMENTS



EXHIBIT C-2: CHARACTER EXHIBIT

ILLUSTRATIVE BUILDING EXAMPLES

HOTEL / OFFICE SUBDISTRICT



COMMERCIAL SUBDISTRICT



BUSINESS & TECHNOLOGY SUBDISTRICT



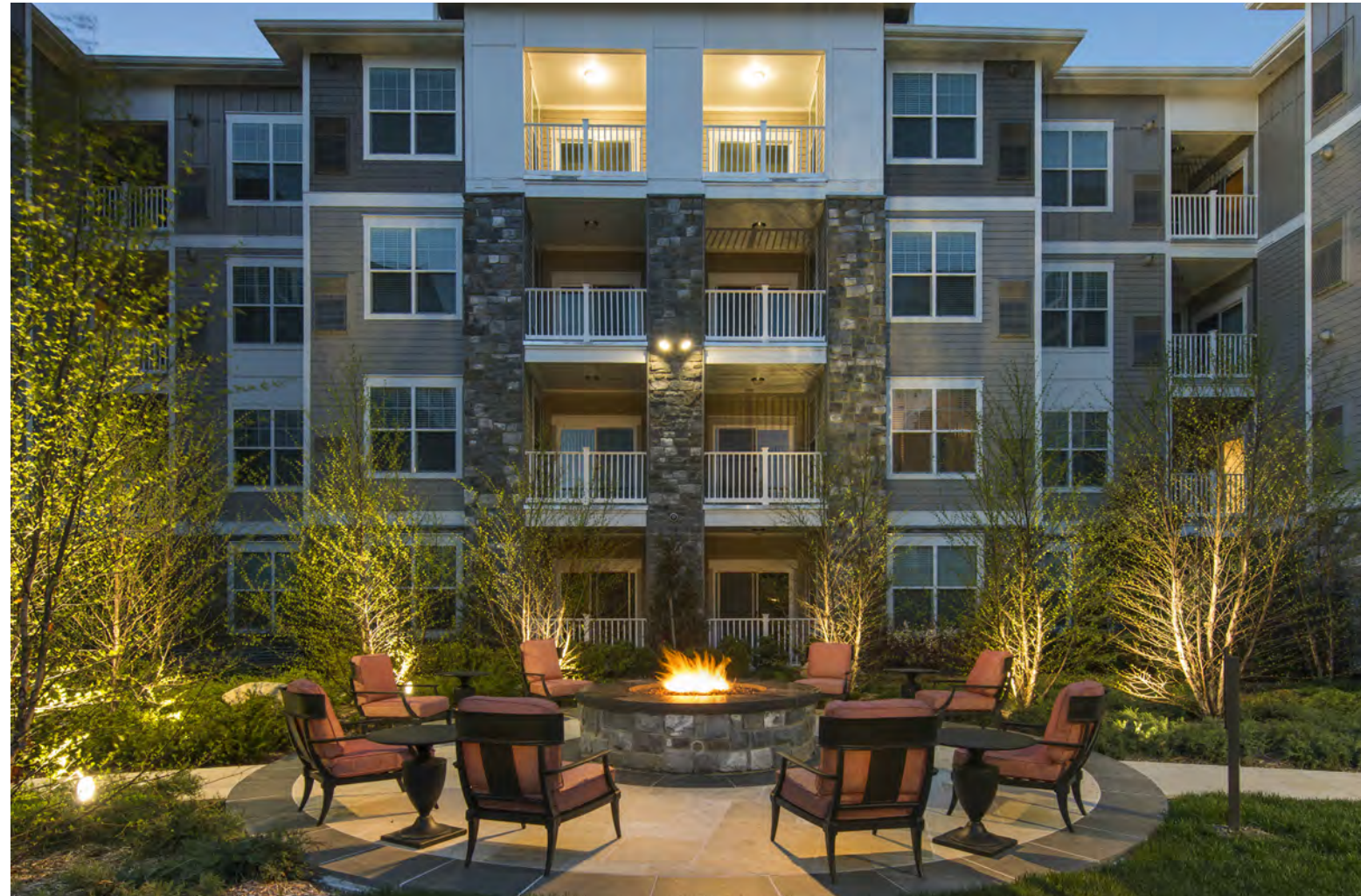
EAST OF EAST SUBDISTRICT



WEST OF EAST SUBDISTRICT



MIXED-USE SUBDISTRICT



CHARACTER IMAGINERY

STREETSCAPE AND THEMING

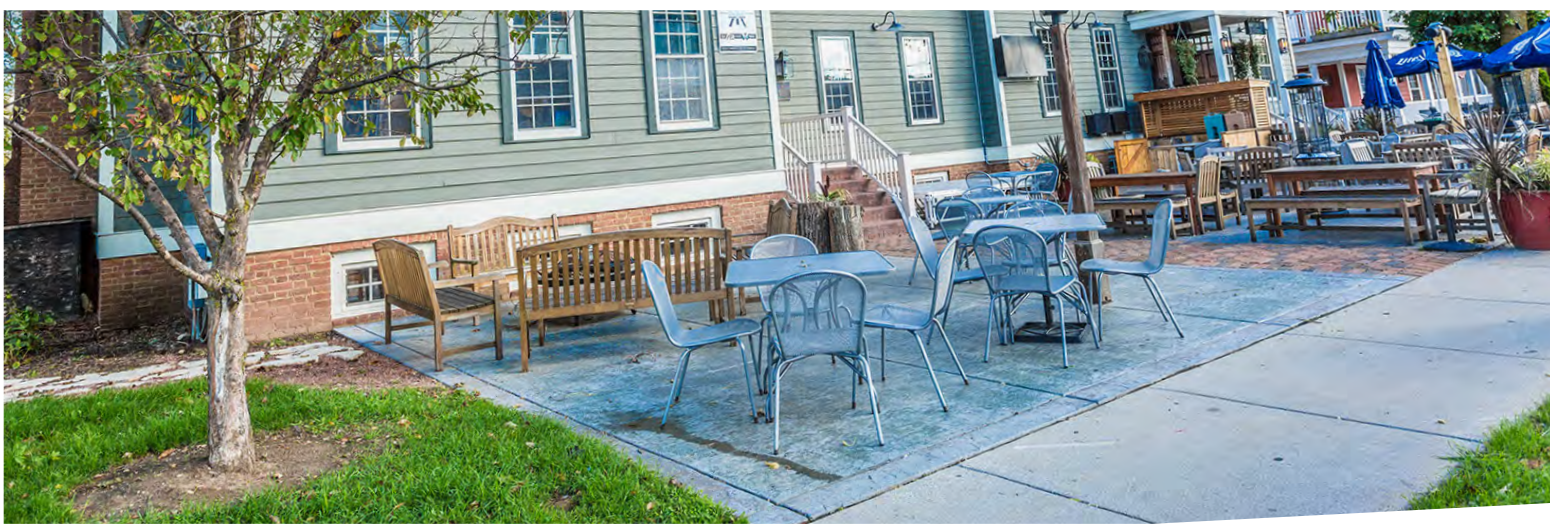
PEDESTRIAN EMPHASIS

DECORATIVE ELEMENTS



QUALITY BUILDING MATERIALS

DIVERSITY IN MATERIALS



CHARACTER IMAGINERY

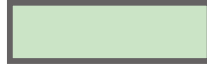


Midtown at Westfield

CONCEPT MASTER PLAN

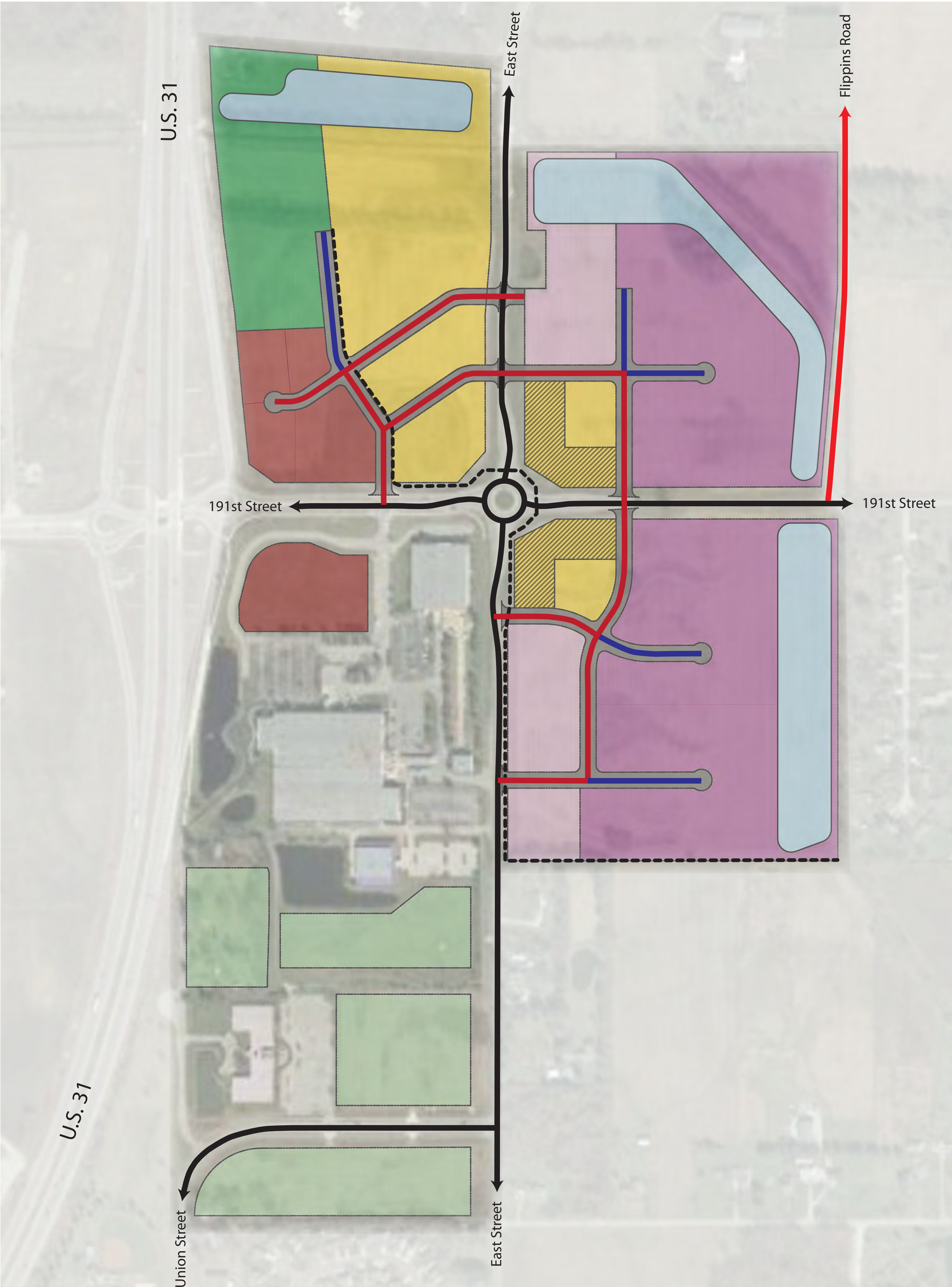
LAND USE LEGEND

MAY 30, 2019

	HOTEL / OFFICE SUBDISTRICT	8 AC
	RETAIL AND SERVICE SUBDISTRICT	8 AC
	MIXED-USE SUBDISTRICT	21 AC
	BUSINESS & TECHNOLOGY SUBDISTRICT	36 AC
	EAST OF EAST SUBDISTRICT	9 AC
	WEST OF EAST SUBDISTRICT	17 AC

* ACREAGES ARE APPROXIMATED

-  TOWN CENTRE OVERLAY
-  PRIMARY STREET
-  SECONDARY STREET
-  TERTIARY STREET
-  COOL CREEK TRAIL

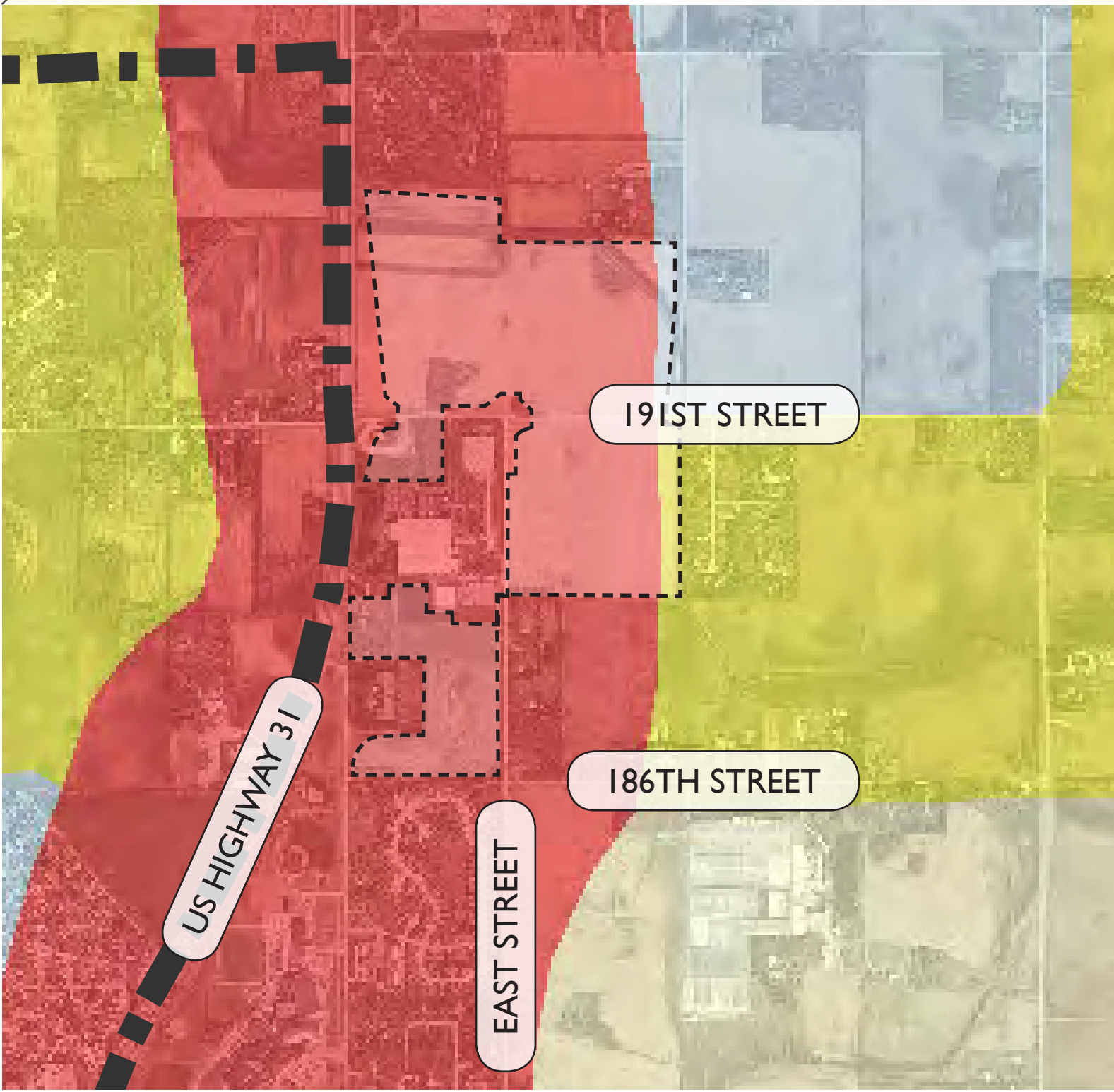
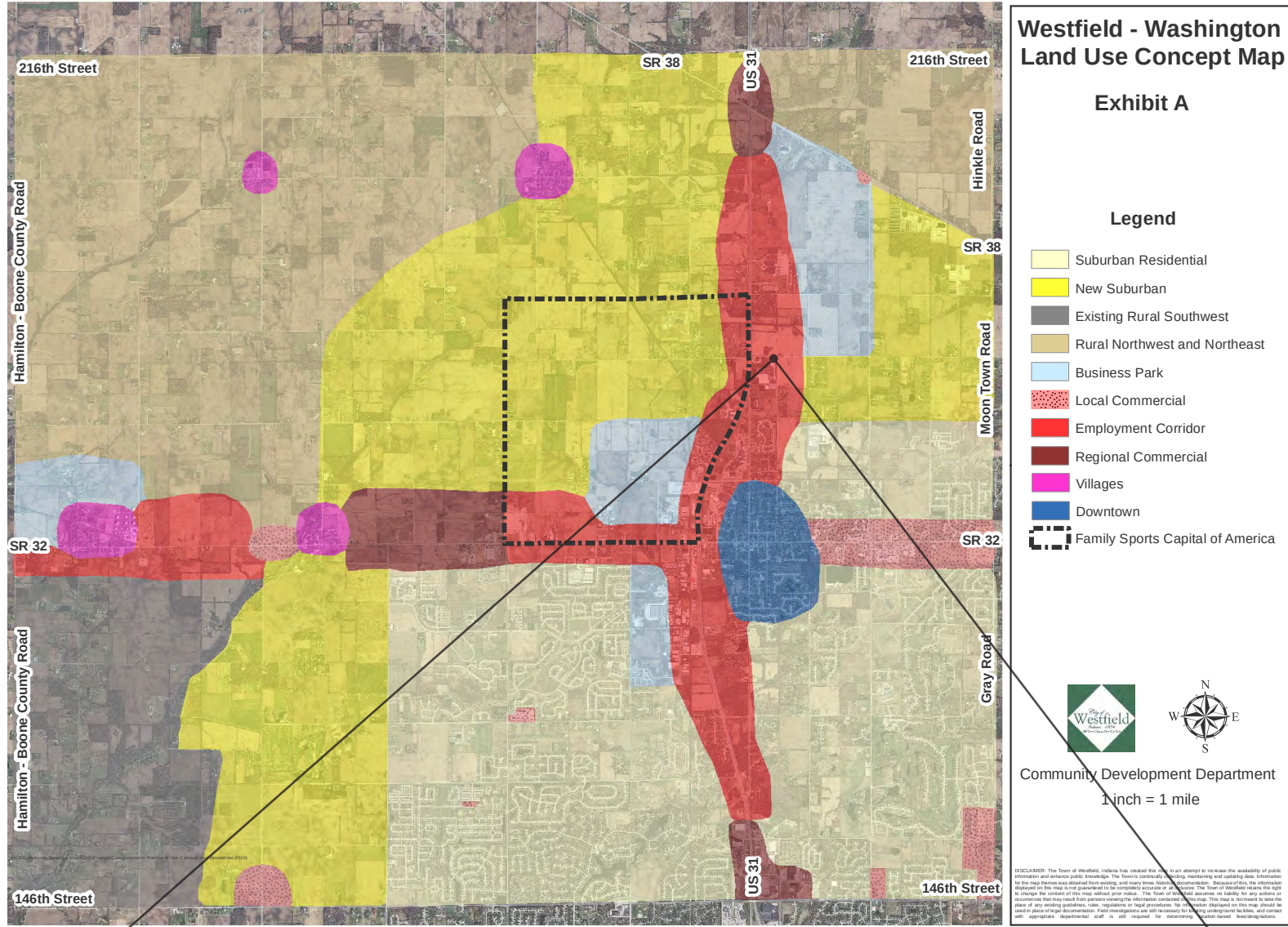


LOCATION MAP



COMPREHENSIVE PLAN

2007 FUTURE LAND USE MAP



ZONING MAP



- Zoning - All**

 - AG-SF1 (Agriculture - Single Family - 1)
 - AG-SF1I (Agriculture - Single Family - 1 In-town)
 - EI (Enclosed Industrial)
 - EI-PD (Enclosed Industrial - Planned Development)
 - GB (General Business)
 - GB-PD (General Business - Planned Development)
 - GO (General Office)
 - GO-PD (General Office - Planned Development)
 - LB (Local Business)
 - LB-H (Local Business - Historical)
 - LB-PD (Local Business - Planned Development)
 - MF-1 (Multiple Family - 1)
- MF-2 (Multiple Family - 2)
 - OI (Open Industrial)
 - OI-PD (Open Industrial - Planned Development)
 - PUD (Planned Unit Development)
 - SB-PD (Special Business - Planned Development)
 - SF-1 (Single Family - 1)
 - SF-2 (Single Family - 2)
 - SF-3 (Single Family - 3)
 - SF-3 Cluster
 - SF-4 (Single Family - 4)
 - SF-4 Pre-1994 (Single Family - 4 Pre-1994)
 - SF-5 (Single Family - 5)
 - SF-A (Single Family - Attached)

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

Narrative Statement
Midtown at Westfield

Henke Development Group, LLC respectfully requests this change of zoning for 138 acres± generally located at the intersections of 191st Street and East Street, and East Street and Union Street. The property's existing zoning is a combination of LB: Local and Neighborhood Business District, EI: Enclosed Industrial District, AG-SF1: Agriculture / Single-Family Rural District, and SF-3: Single-Family Medium Density District, and a portion of the property is currently subject to the US Highway 31 Overlay District.

The change of zoning is requested to accommodate a high-end mixed-use development to be known as "Midtown at Westfield", that is proposed to consist of a mix of land uses complimentary to the surrounding development patterns and US Highway 31 interchange. As depicted in the application and exhibits, the proposed Planned Unit Development (PUD) District ordinance establishes permits uses and establishes standards consistent with other gateway PUD District Ordinances approved by the City.

The proposed campus will include a mix of land uses complimentary to the live-work-play lifestyle with a design emphasis on pedestrian-orientation and access, and high-quality building architecture. The district is proposed to be anchored by a central node at the intersection of 191st Street and East Street. Development patterns and land uses compatible with the interchange are proposed along US31 and 191st Street and will include high-quality architecture and a mix of retail, hospitality and office uses. Secondary subdistricts along the East Street corridor and 191st Street corridor (east of East Street) are intended to transition from the vehicularly-dominated interchange and are envisioned to include a mix of uses typical of a business and technology park. Potential uses include office, medical technology, research and development, office/flex spaces, and potentially some residential. The secondary tiers of these corridors will further transition in design, land uses and buffering (including a combination of landscaping, detention and separation) towards the perimeter boundaries of the district.

The site is located within the "Employment Corridor" (or Highway Corridors) of the City's 2007 Comprehensive Plan, with a small portion of the eastern edge of the property within the "Business Park and "New Suburban" classifications. The development policies for the Highway Corridor area generally include the following:

- Encourage building design, height, scale, and mass that is appropriate to the surrounding area.
- Encourage building materials and colors that are appropriate to the setting. Metal buildings should be enhanced with other building materials, such as stone or brick, to improve their appearance.
- Maintain attractive highway corridors and appealing business and industrial areas through landscaping, setbacks, and building design.
- Promote large-scale employment intensive office uses on the US 31 Corridor. Appropriate land uses include: office and service uses, research and development, retail and institutional uses subordinate to and supportive of the office and service uses.
- Locate loading docks appropriately, generally at the sides or backs of buildings. Screening should be provided where it is needed to hide unattractive views.

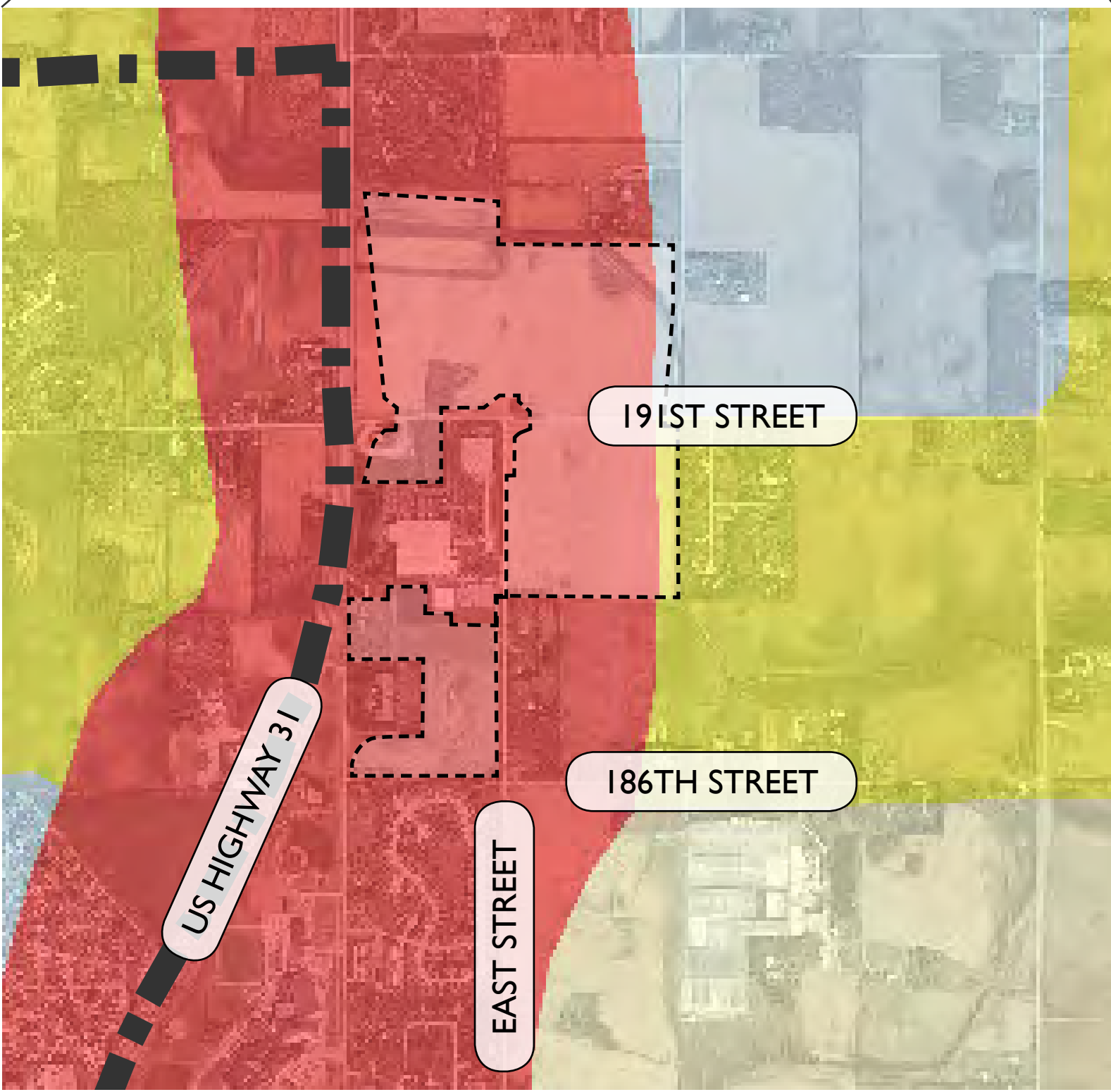
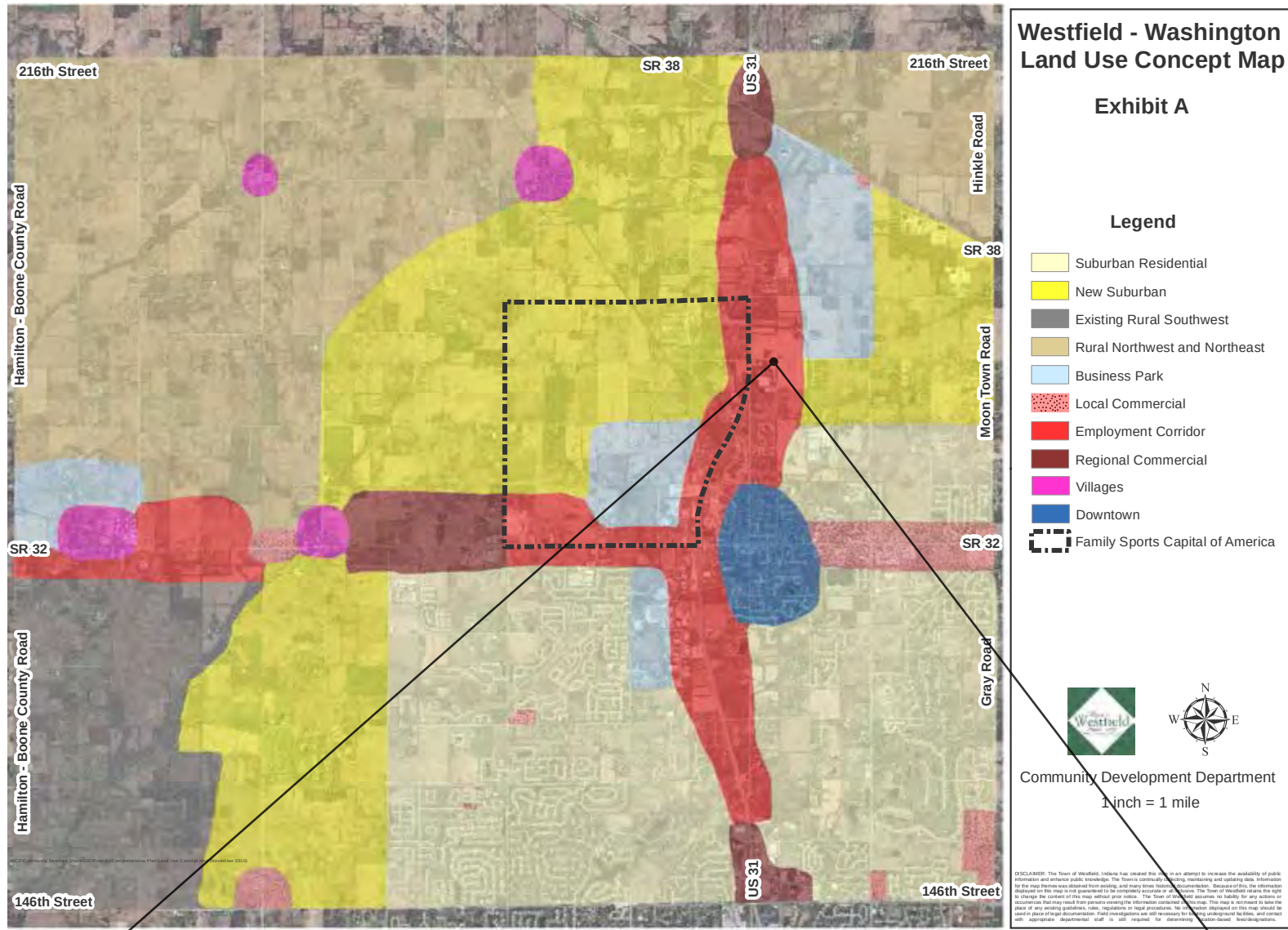
As proposed, the development will meet the economic and design objectives and policies of the Comprehensive Plan. In addition, Midtown at Westfield will be an iconic development anchoring the 191st Street and US31 gateway to Grand Park as well as anchoring the south gateway to NorthPoint.

LOCATION MAP

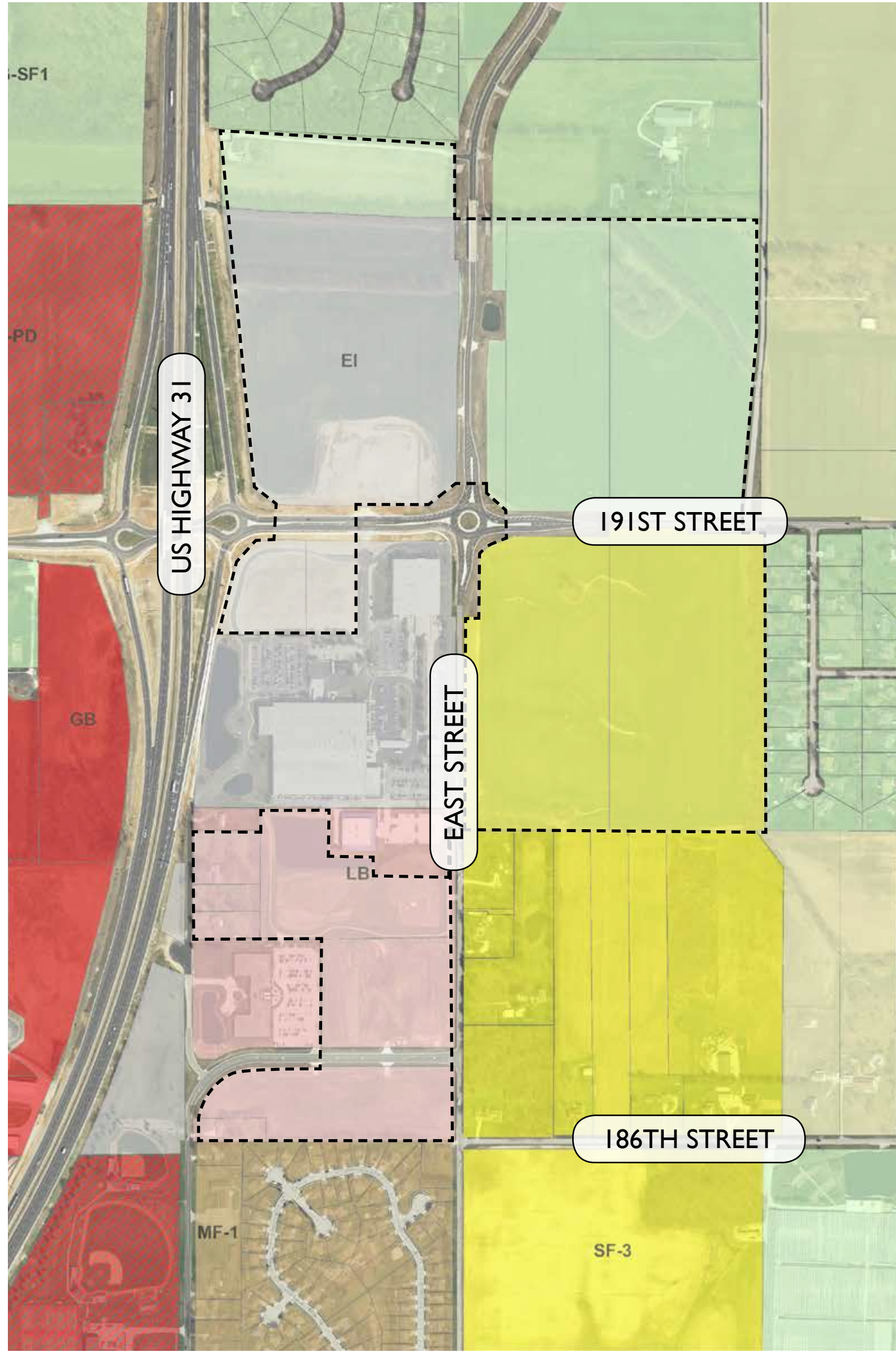


COMPREHENSIVE PLAN

2007 FUTURE LAND USE MAP



ZONING MAP



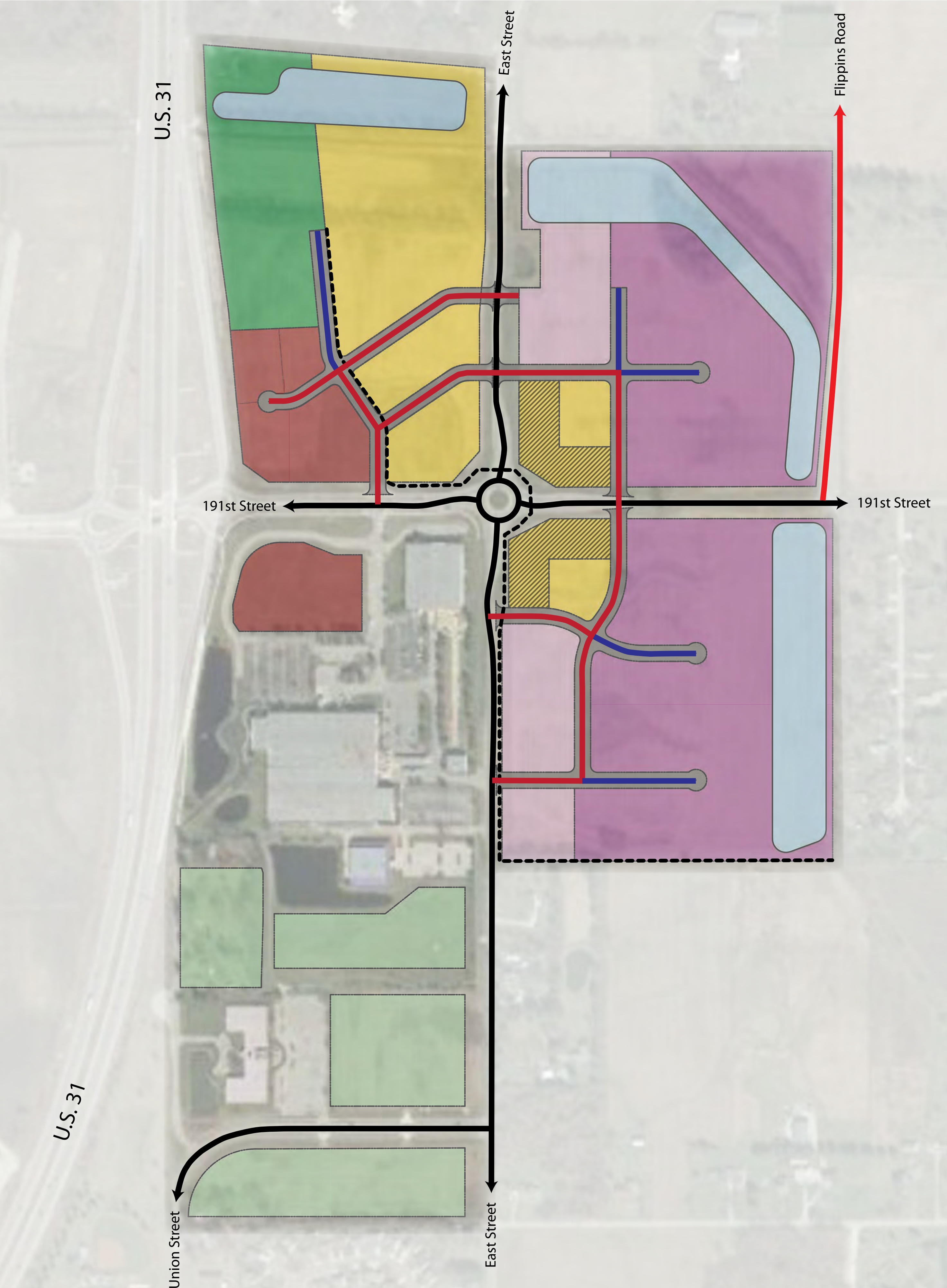
- Zoning - All**

 - AG-SF1 (Agriculture - Single Family - 1)
 - AG-SF11 (Agriculture - Single Family - 1 In-town)
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 - SF-3 (Single Family - 3)
 - SF-3 Cluster
 - SF-4 (Single Family - 4)
 - SF-4 Pre-1994 (Single Family - 4 Pre-1994)
 - SF-5 (Single Family - 5)
 - SF-A (Single Family - Attached)

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

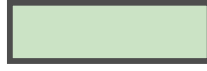
Midtown at Westfield

CONCEPT MASTER PLAN



LAND USE LEGEND

MAY 30, 2019

	HOTEL / OFFICE SUBDISTRICT	8 AC
	RETAIL AND SERVICE SUBDISTRICT	8 AC
	MIXED-USE SUBDISTRICT	21 AC
	BUSINESS & TECHNOLOGY SUBDISTRICT	36 AC
	EAST OF EAST SUBDISTRICT	9 AC
	WEST OF EAST SUBDISTRICT	17 AC

* ACREAGES ARE APPROXIMATED

	TOWN CENTRE OVERLAY
	PRIMARY STREET
	SECONDARY STREET
	TERTIARY STREET
	COOL CREEK TRAIL



ILLUSTRATIVE BUILDING EXAMPLES

HOTEL / OFFICE SUBDISTRICT



COMMERCIAL SUBDISTRICT



BUSINESS & TECHNOLOGY SUBDISTRICT



EAST OF EAST SUBDISTRICT



WEST OF EAST SUBDISTRICT



MIXED-USE SUBDISTRICT



CHARACTER IMAGINERY

STREETSCAPE AND THEMING



QUALITY BUILDING MATERIALS



DIVERSITY IN MATERIALS



PEDESTRIAN EMPHASIS



DECORATIVE ELEMENTS



CHARACTER IMAGINERY

ORDINANCE NUMBER 19-__

WESTCHESTER PUD DISTRICT AMENDMENT I

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

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

WHEREAS, The Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance 17-46, Westchester Planned Unit Development Ordinance on January 8, 2018 (the "Westchester Planned Unit Development");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 19__-PUD-__**), requesting an amendment to the Unified Development Ordinance and the Westchester Planned Unit Development with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 19__-PUD-__** to the Common Council with a _____ recommendation _____ 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 _____, 2019; 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 Unified Development Ordinance is hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 All provisions and representations of the Unified Development Ordinance and Westchester Planned Unit Development that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be

superseded by the terms of this Ordinance.

Section 2. **Development Standards.** The Development Standards, Section 7.1 Area A and Area B: Article 6.3 Architectural Standards of the Westchester Planned Unit Development shall apply to the development of the District except as modified below:

- 2.1 No single builder shall build homes on more than fifty percent (50%) of the lots in any one section of Westchester (Area A, the portion of Area B south of 161st Street, and the portion of Area B north of 161st Street). Additionally, there shall be a minimum of three (3) builders of homes within the Westchester PUD. Builder homes shall be randomly interspersed throughout the sections of Westchester as noted above in this Section 2.1.
- 2.2 All homes shall incorporate a minimum of one (1) of the following elements:
 - A. The predominant exterior building material on the front elevation of the home shall be carried around at varying percentages on the remaining sides of the home. This percentage will be determined by the individual builder;
 - B. Masonry (brick, stone, or synthetic stone) as an exterior material on all sides of the home at a height of at least eighteen (18) inches; or
 - C. A “corner break” consisting of a sun room, screen porch, covered patio, or other similar feature, shall be included on the rear elevation of the home.

[Remainder of page intentionally left blank, signature page follows]

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

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

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

on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-__**

this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-__**

this _____ day of _____, 2019.

J. Andrew Cook, Mayor

This document prepared by: James E. Shinaver, Jon C. Dobosiewicz, and
Matt Pleasant, AICP; Nelson & Frankenberger, LLC
550 Congressional Blvd, Suite 210,
Carmel, IN 46032 (317) 844-0106

Westchester - PUD District Ordinance Amendmet B 052819.docx

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description and Location Map)

EXHIBIT A
REAL ESTATE

(Legal Description)

Parcel I

Part of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, in Washington Township, Hamilton County, being more particularly described as follows;

Beginning at the Southwest corner of said Northwest Quarter; thence North 00 degrees 14 minutes 27 seconds East along the West line thereof 2,122.82 feet; thence North 89 degrees 43 minutes 41 seconds East 315.00 feet; thence North 00 degrees 14 minutes 27 seconds East 515.00 feet to a point on the north line of said Northwest Quarter; thence North 89 degrees 43 minutes 41 seconds East along said north line 1,044.79 feet to the Northeast corner of the Northwest Quarter of said Quarter Section; thence South 00 degrees 17 minutes 57 seconds West 1,316.87 feet to the Northwest corner of the Southeast Quarter of said Quarter Section; thence North 89 degrees 38 minutes 28 seconds East 679.23 feet to the Northeast corner of the West Half of the Southeast Quarter of said Quarter Section; thence South 00 degrees 19 minutes 43 Seconds West 1m315.85 feet to the Southeast corner of the West Half of the Southeast Quarter of said Quarter Section; thence South 89 degrees 33 minutes 16 seconds West along the south line of said Quarter Section 2,035.71 feet to the place of beginning, containing 98.985 acres, more or less.

Parcel II

A part of the Southwest Quarter of Section 9, Township 18 North, Range 03 East, in Washington Township, Hamilton County, being more particularly described as follows;

Beginning at the Southeast corner of the Southwest Quarter of said Section 9; thence South 89 degrees 43 minutes 42 seconds West a distance of 553.61 feet along the South line of said Quarter; thence North 00 degrees 16 minutes 18 seconds West a distance of 50.00 feet; thence North 89 degrees 43 minutes 42 seconds East a distance of 120.93 feet; thence North 40 degrees 00 minutes 31 seconds East a distance of 45.88 feet; thence North 01 degree 55 minutes 06 seconds East a distance of 149.07 feet to a point on a curve concave southwesterly, the radius point of said curve being North 88 degrees 04 minutes 54 seconds West a distance of 120.50 feet from said point; thence northwesterly along said curve an arc distance of 98.28 feet to the point of tangency of said curve, said point being North 45 degrees 11 minutes 10 seconds East a distance of 120.50 feet from the radius point of said curve; thence South 20 degrees 45 minutes 45 seconds West a distance of 121.43 feet; thence North 69 degrees 14 minutes 15 seconds West a distance of 60.00 feet; thence North 67 degrees 07 minutes 41 seconds West a distance of 60.04 feet; thence North 69 degrees 14 minutes 15 seconds West a distance of 275.49 feet; thence North 51 degrees 59 minutes 33 seconds West a distance of 556.19 feet; thence North 19 degrees 57 minutes 20 seconds West a distance of 371.90 feet; thence North 01 degree 13 minutes 40 seconds West a distance of 154.88 feet; thence North 44 degrees 13 minutes 54 seconds East a distance of 128.33 feet; thence North 62 degrees 17 minutes 16 seconds East a distance of 318.33 feet; thence North 89 degrees 59 minutes 31 seconds East a distance of 247.14 feet; thence North 56 degrees 25 minutes 35 seconds East a distance of 120.67 feet; thence North 89 degrees 59 minutes 31 seconds East a distance of 129.56 feet; thence South 63 degrees 39 minutes 38 seconds East a distance of 128.97 feet; thence South 13 degrees 36 minutes 37 seconds East a distance of 327.01 feet; thence South 06 degrees 50 minutes 29 seconds West a distance of 433.23 feet; thence South 06 degrees 02 minutes 15 seconds West a distance of 161.40 feet; thence South 20 degrees 45 minutes 45 seconds West a distance of 130.00 feet; thence South 69 degrees 14 minutes 15 seconds East a distance of 35.33 feet to a point on a curve concave southwesterly, the radius point of said curve being South 88 degrees 05 minutes 46 seconds West a distance of 179.50 feet from said point; thence southeasterly along said curve an arc distance of 210.95 feet to the point of tangency of said curve, said point being North 20 degrees 45

minutes 45 seconds East a distance of 179.50 feet from the radius point of said curve; thence South 01 degree 54 minutes 14 seconds East a distance of 158.44 feet; thence South 40 degrees 14 minutes 38 seconds East a distance of 45.67 feet; thence North 89 degrees 43 minutes 42 seconds East a distance of 304.14 feet to the East line of said Quarter; thence South 00 degrees 15 minutes 08 seconds West, along the East line of said Quarter, a distance of 50.00 feet to the place of beginning, containing 22.910 acres, more or less.

Parcel III

A part of the Northwest Quarter of Section 9, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 9; thence North 89 degrees 49 minutes 39 seconds East along the South line of said Northwest Quarter 125.22 feet to the POINT OF BEGINNING of this description; thence North 00 degrees 09 minutes 48 seconds West 19.75 feet; thence South 89 degrees 50 minutes 12 seconds West 25.00 feet; thence North 65 degrees 31 minutes 11 seconds West 54.67 feet; thence North 00 degrees 11 minutes 40 seconds East 87.01 feet; thence South 55 degrees 28 minutes 30 seconds East 95.86 feet; thence North 89 degrees 49 minutes 39 seconds East 662.41 feet; thence North 44 degrees 49 minutes 39 seconds East 70.71 feet; thence North 00 degrees 10 minutes 21 seconds West 60.82 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 49 minutes 39 seconds West 170.50 feet from said point; thence northerly along said curve 48.91 feet to the point of tangency of said curve, said point being North 73 degrees 23 minutes 28 seconds East 170.50 feet from the radius point of said curve; thence North 16 degrees 36 minutes 32 seconds West 38.45 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 73 degrees 23 minutes 28 seconds East 229.50 feet from said point; thence northerly along said curve 85.48 feet to the point of tangency of said curve, said point being North 85 degrees 16 minutes 10 seconds West 229.50 feet from the radius point of said curve; thence North 04 degrees 43 minutes 50 seconds East 168.47 feet; thence North 85 degrees 16 minutes 10 seconds West 130.00 feet; thence North 04 degrees 43 minutes 50 seconds East 516.05 feet; thence North 18 degrees 26 minutes 24 seconds East 213.28 feet; thence North 05 degrees 35 minutes 45 seconds East 115.45 feet; thence North 23 degrees 16 minutes 01 seconds West 156.94 feet; thence South 89 degrees 50 minutes 00 seconds East 146.44 feet; thence North 27 degrees 14 minutes 36 seconds West 33.74 feet; thence North 89 degrees 50 minutes 00 seconds West 183.42 feet; thence North 00 degrees 27 minutes 15 seconds East 7.54 feet; thence continuing North 00 degrees 27 minutes 15 seconds East 584.49 feet; thence North 89 degrees 50 minutes 59 seconds East 654.57 feet to a point on the East line of the West Half of the aforesaid Northwest Quarter, said point being South 00 degrees 10 minutes 00 seconds West 500.00 feet from the northeast corner of the West Half of said Northwest Quarter; thence South 00 degrees 10 minutes 00 seconds West along said East line 684.66 feet; thence North 89 degrees 50 minutes 00 seconds West 335.00 feet; thence North 00 degrees 10 minutes 00 seconds East 130.00 feet; thence North 89 degrees 50 minutes 00 seconds West 15.44 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 10 minutes 00 seconds West 120.50 feet from said point; thence westerly along said curve 50.66 feet to a point on said curve, said point being North 23 degrees 55 minutes 15 seconds West 120.50 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being South 23 degrees 55 minutes 15 seconds East 20.00 feet from said point; thence southerly along said curve 32.58 feet to the point of tangency of said curve, said point being South 62 degrees 45 minutes 24 seconds West 20.00 feet from the radius point of said curve; thence South 27 degrees 14 minutes 36 seconds East 61.75 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 62 degrees 45 minutes 24 seconds West 329.50 feet from said point; thence southerly along said curve 56.85 feet to a point on said curve, said point being North 72 degrees 38 minutes 33 seconds East 329.50 feet from the radius point of said curve; thence South 89 degrees 50 minutes 00 seconds East 145.29 feet; thence South 00 degrees 10 minutes 00 seconds West 173.12 feet; thence South 18 degrees 26 minutes 24 seconds West 246.34 feet; thence South 09 degrees 30 minutes 41 seconds West 130.88 feet; thence South 04 degrees 43 minutes 50 seconds West 392.00 feet; thence South 00 degrees 10 minutes 00

seconds West 134.20 feet; thence South 03 degrees 24 minutes 11 seconds East 134.21 feet; thence South 89 degrees 49 minutes 39 seconds West 130.00 feet; thence South 16 degrees 36 minutes 32 seconds East 66.52 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 73 degrees 23 minutes 28 seconds West 100.00 feet from said point; thence southerly along said curve 28.69 feet to the point of tangency of said curve, said point being North 89 degrees 49 minutes 39 seconds East 100.00 feet from the radius point of said curve; thence South 00 degrees 10 minutes 21 seconds East 21.90 feet; thence South 45 degrees 10 minutes 21 seconds East 70.71 feet; thence North 89 degrees 49 minutes 39 seconds East 391.24 feet to a point on the East line of the West Half of the aforesaid Northwest Quarter; thence South 00 degrees 10 minutes 00 seconds West along said East line 75.00 feet to a point on the South line of said Northwest Quarter, said point being South 89 degrees 49 minutes 39 seconds West 1,359.12 feet from the southeast corner of said Northwest Quarter; thence South 89 degrees 49 minutes 39 seconds West along said South line 1,233.90 feet to the place of beginning, containing 20.719 acres, more or less.

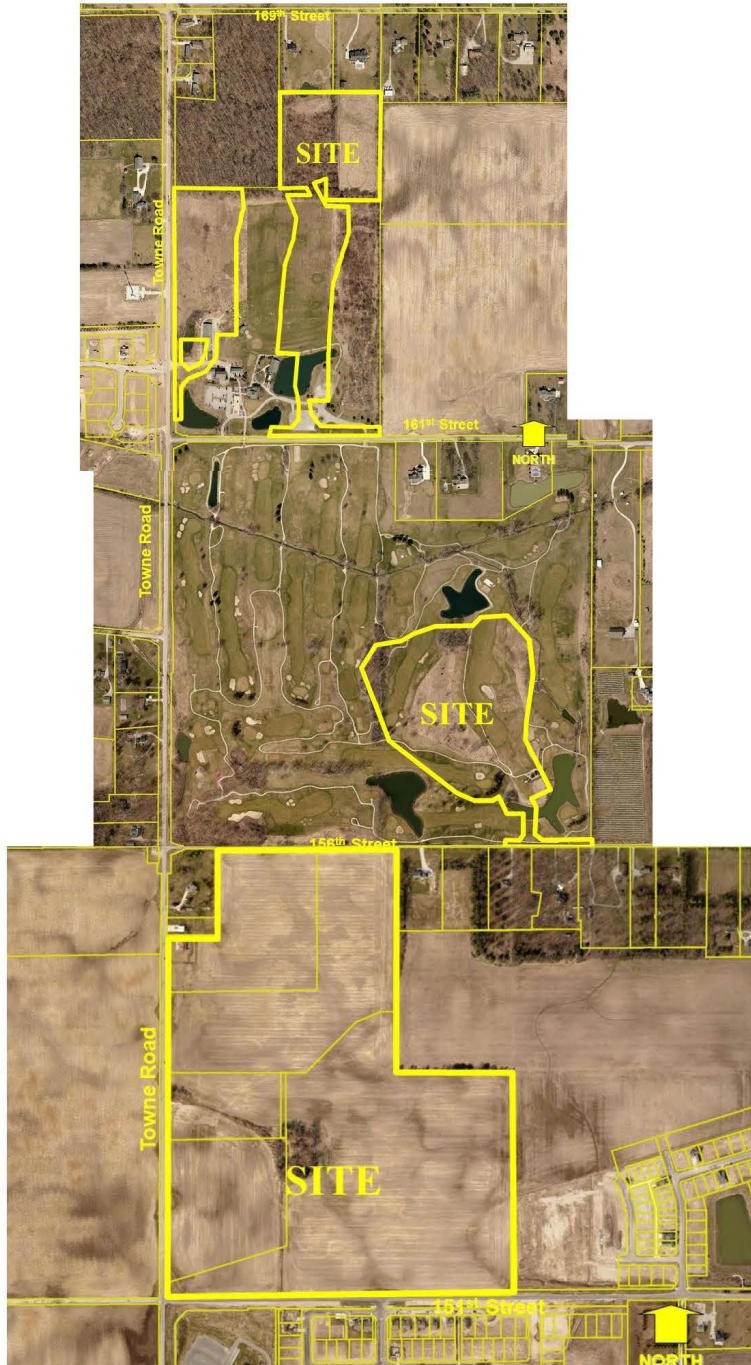
Parcel IV

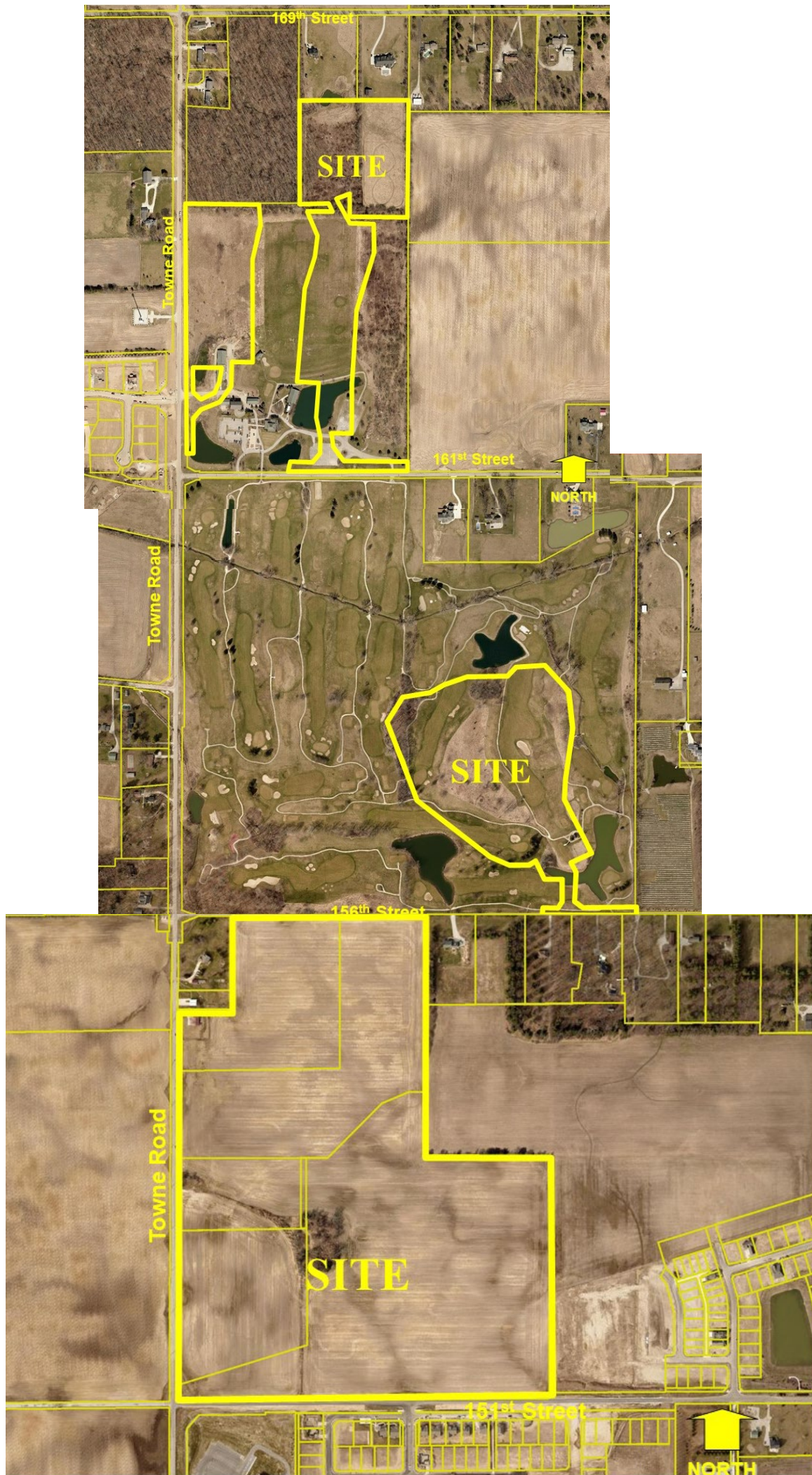
A part of the Northwest Quarter of Section 9, Township 18 North, Range 03 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 9; thence South 00 degrees 12 minutes 15 seconds West, along the West line of the said Northwest Quarter, a distance of 1,082.68 feet; thence North 89 degrees 59 minutes 45 seconds East a distance of 40.00 feet to a point on the East line of a tract of land as described in Instrument Number 2017-015858 in the Office of the Recorder of Hamilton County, Indiana and the POINT OF BEGINNING of this description; thence continuing North 89 degrees 59 minutes 45 seconds East, along the South line of an approximate 14 acre tract of land described in Instrument Number 9609647425 in the Office of the Recorder of Hamilton County, Indiana, a distance of 432.93 feet; thence South 00 degrees 12 minutes 15 seconds West a distance of 109.76 feet; thence South 16 degrees 49 minutes 32 seconds West a distance of 64.70 feet; thence South 09 degrees 20 minutes 25 seconds West a distance of 135.72 feet; thence South 03 degrees 47 minutes 33 seconds West a distance of 134.26 feet; thence South 02 degrees 15 minutes 51 seconds East a distance of 92.09 feet; thence South 02 degrees 22 minutes 59 seconds East a distance of 124.13 feet; thence South 00 degrees 12 minutes 15 seconds West a distance of 11.39 feet; thence South 43 degrees 44 minutes 26 seconds West a distance of 157.30 feet; thence North 89 degrees 47 minutes 45 seconds West a distance of 250.68 feet; thence South 00 degrees 12 minutes 15 seconds West a distance of 93.71 feet; thence North 89 degrees 47 minutes 45 seconds West a distance of 35.00 feet to a point on the East line of a tract of land as described in Instrument Number 2017-015828 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 12 minutes 15 seconds East a distance of 873.32 feet along said East line to the place of beginning, containing 7.121 acres, more or less.

EXHIBIT A
REAL ESTATE

(Location Map)





**Westchester Commitments Modification
Site Location Map**

AMENDED COMMITMENTS
CONCERNING USE AND DEVELOPMENT OF REAL ESTATE

Document Cross Reference Instrument No. 2018005151

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

WHEREAS, The Common Council of the City of Westfield, Hamilton County, Indiana (the “Council”) enacted Ordinance 17-46, Westchester Planned Unit Development Ordinance on January 8, 2018 (the “Westchester Planned Unit Development”);

WHEREAS, the Developer submitted to the Council Written Commitments, which became effective upon the Council’s adoption of the Westchester Planned Unit Development, and which are recorded with the Office of the Recorder of Hamilton County, Indiana under Instrument No. 2018005151 (the “Original Commitments”); and

WHEREAS, the Developer seeks to amend the Original Commitments as they pertain to exterior building materials under Section 1.6 of the Original Commitments;

NOW THEREFORE, the Original Commitments to the Council regarding the use and development of the Real Estate are amended as follows (the “Amended Commitments”):

Section 1. Commitment Amendments.

1. Section 1, paragraph 5 and Section 1, paragraph 6 of the Original Commitments are vacated and no longer applicable to the Real Estate.

Section 2. Definitions.

1. Developer. Platinum Properties Management Company, LLC, and its successors and assigns.
2. Department. The Community Development Department of the City of Westfield.

3. Owners. The current owners of the Real Estate which owners include, Wind Wood Residential, LLC, Pulte Homes of Indiana, LLC, BCE Associates IV, LLC, and M/I Homes of Indiana, LP.
4. Real Estate. The property described in what is attached hereto and incorporated herein as **Exhibit A** (the "Real Estate").

Section 3. Modification of Commitments. These Amended Commitments shall continue in effect until modified or terminated. These Amended Commitments shall only be modified or terminated in accordance with the Section 10.6 of the UDO.

Section 4. Effective Date. These Amended Commitments shall be effective upon the Council's approval.

Section 5. Recording. These Amended Commitments shall be recorded with the Office of the Recorder of Hamilton County, Indiana by the Developer within thirty (30) days of the Council's approval. Within fifteen (15) days after the recording of these Amended Commitments, the Developer shall provide to the Department a recorded copy of these Amended Commitments.

Section 6. Enforcement. These Amended Commitments may be enforced by the Department and/or the Council.

Section 7. Binding on Successors. These Amended Commitments are binding upon (i) each owner of the Real Estate and (ii) upon each owner's successors, assigns and grantees with respect to the portion of the Real Estate owned by such successor, assign and grantee and during such successor's, assign's and grantee's ownership, unless modified or terminated pursuant to the requirements herein. Notwithstanding the provisions of this Section 7, these Amended Commitments shall terminate as to any part or parts of the Real Estate for which the zoning district or classification is later changed after the Effective Date.

IN WITNESS WHEREOF, The Owners have caused these Amended Commitments to be executed as of the dates identified below.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Wood Wind Residential, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS.:
COUNTY OF _____)

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____ (name), as _____ (title) of Wood Wind Residential, LLC, who acknowledged the execution and the foregoing Amended Commitments Concerning Use and Development of Real Estate this _____ day of _____, 2019 for and on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 2019.

My Commission Expires:

Notary Public

Residing in _____

County of _____

Printed Name

Pulte Homes of Indiana, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS.:
COUNTY OF _____)

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____ (name), as _____ (title) of Pulte Homes of Indiana, LLC, who acknowledged the execution and the foregoing Amended Commitments Concerning Use and Development of Real Estate this _____ day of _____, 2019 for and on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 2019.

My Commission Expires:

Notary Public

Residing in _____

County of _____

Printed Name

BCE Associates IV, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS.:
COUNTY OF _____)

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____ (name), as _____ (title) of BCE Associates IV, LLC, who acknowledged the execution and the foregoing Amended Commitments Concerning Use and Development of Real Estate this _____ day of _____, 2019 for and on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 2019.

My Commission Expires:

Notary Public

Residing in _____

County of _____

Printed Name

M/I Homes of Indiana, LP

By: _____

Name: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS.:
COUNTY OF)

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____ (name), as _____ (title) of M/I Homes of Indiana, LP, who acknowledged the execution and the foregoing Amended Commitments Concerning Use and Development of Real Estate this _____ day of _____, 2019 for and on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 2019.

My Commission Expires:

Notary Public

Residing in _____
County of _____

Printed Name

This instrument prepared by James E. Shinaver and Jon C. Dobosiewicz, Nelson & Frankenberger, LLC, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

Return to: James E. Shinaver, Nelson & Frankenberger, LLC, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

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. James E. Shinaver.

EXHIBIT A
REAL ESTATE

(Legal Description)

Parcel I

Part of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, in Washington Township, Hamilton County, being more particularly described as follows;

Beginning at the Southwest corner of said Northwest Quarter; thence North 00 degrees 14 minutes 27 seconds East along the West line thereof 2,122.82 feet; thence North 89 degrees 43 minutes 41 seconds East 315.00 feet; thence North 00 degrees 14 minutes 27 seconds East 515.00 feet to a point on the north line of said Northwest Quarter; thence North 89 degrees 43 minutes 41 seconds East along said north line 1,044.79 feet to the Northeast corner of the Northwest Quarter of said Quarter Section; thence South 00 degrees 17 minutes 57 seconds West 1,316.87 feet to the Northwest corner of the Southeast Quarter of said Quarter Section; thence North 89 degrees 38 minutes 28 seconds East 679.23 feet to the Northeast corner of the West Half of the Southeast Quarter of said Quarter Section; thence South 00 degrees 19 minutes 43 Seconds West 1,315.85 feet to the Southeast corner of the West Half of the Southeast Quarter of said Quarter Section; thence South 89 degrees 33 minutes 16 seconds West along the south line of said Quarter Section 2,035.71 feet to the place of beginning, containing 98.985 acres, more or less.

Parcel II

A part of the Southwest Quarter of Section 9, Township 18 North, Range 03 East, in Washington Township, Hamilton County, being more particularly described as follows;

Beginning at the Southeast corner of the Southwest Quarter of said Section 9; thence South 89 degrees 43 minutes 42 seconds West a distance of 553.61 feet along the South line of said Quarter; thence North 00 degrees 16 minutes 18 seconds West a distance of 50.00 feet; thence North 89 degrees 43 minutes 42 seconds East a distance of 120.93 feet; thence North 40 degrees 00 minutes 31 seconds East a distance of 45.88 feet; thence North 01 degree 55 minutes 06 seconds East a distance of 149.07 feet to a point on a curve concave southwesterly, the radius point of said curve being North 88 degrees 04 minutes 54 seconds West a distance of 120.50 feet from said point; thence northwesterly along said curve an arc distance of 98.28 feet to the point of tangency of said curve, said point being North 45 degrees 11 minutes 10 seconds East a distance of 120.50 feet from the radius point of said curve; thence South 20 degrees 45 minutes 45 seconds West a distance of 121.43 feet; thence North 69 degrees 14 minutes 15 seconds West a distance of 60.00 feet; thence North 67 degrees 07 minutes 41 seconds West a distance of 60.04 feet; thence North 69 degrees 14 minutes 15 seconds West a distance of 275.49 feet; thence North 51 degrees 59 minutes 33 seconds West a distance of 556.19 feet; thence North 19 degrees 57 minutes 20 seconds West a distance of 371.90 feet; thence North 01 degree 13 minutes 40 seconds West a distance of 154.88 feet; thence North 44 degrees 13 minutes 54 seconds East a distance of 128.33 feet; thence North 62 degrees 17 minutes 16 seconds East a distance of 318.33 feet; thence North 89 degrees 59 minutes 31 seconds East a distance of 247.14 feet; thence North 56 degrees 25 minutes 35 seconds East a distance of 120.67 feet; thence North 89 degrees 59 minutes 31 seconds East a distance of 129.56 feet; thence South 63 degrees 39 minutes 38 seconds East a distance of 128.97 feet; thence South 13 degrees 36 minutes 37 seconds East a distance of 327.01 feet; thence South 06 degrees 50 minutes 29 seconds West a distance of 433.23 feet; thence South 06 degrees 02 minutes 15 seconds West a distance of 161.40 feet; thence South 20 degrees 45 minutes 45 seconds West a distance of 130.00 feet; thence South 69 degrees 14 minutes 15 seconds East a distance of 35.33 feet to a point on a curve concave southwesterly, the radius point of said curve being South 88 degrees 05 minutes 46 seconds West a distance of 179.50 feet from said point; thence southeasterly along said curve an arc distance of 210.95 feet to the point of tangency of said curve,

said point being North 20 degrees 45 minutes 45 seconds East a distance of 179.50 feet from the radius point of said curve; thence South 01 degree 54 minutes 14 seconds East a distance of 158.44 feet; thence South 40 degrees 14 minutes 38 seconds East a distance of 45.67 feet; thence North 89 degrees 43 minutes 42 seconds East a distance of 304.14 feet to the East line of said Quarter; thence South 00 degrees 15 minutes 08 seconds West, along the East line of said Quarter, a distance of 50.00 feet to the place of beginning, containing 22.910 acres, more or less.

Parcel III

A part of the Northwest Quarter of Section 9, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 9; thence North 89 degrees 49 minutes 39 seconds East along the South line of said Northwest Quarter 125.22 feet to the POINT OF BEGINNING of this description; thence North 00 degrees 09 minutes 48 seconds West 19.75 feet; thence South 89 degrees 50 minutes 12 seconds West 25.00 feet; thence North 65 degrees 31 minutes 11 seconds West 54.67 feet; thence North 00 degrees 11 minutes 40 seconds East 87.01 feet; thence South 55 degrees 28 minutes 30 seconds East 95.86 feet; thence North 89 degrees 49 minutes 39 seconds East 662.41 feet; thence North 44 degrees 49 minutes 39 seconds East 70.71 feet; thence North 00 degrees 10 minutes 21 seconds West 60.82 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 49 minutes 39 seconds West 170.50 feet from said point; thence northerly along said curve 48.91 feet to the point of tangency of said curve, said point being North 73 degrees 23 minutes 28 seconds East 170.50 feet from the radius point of said curve; thence North 16 degrees 36 minutes 32 seconds West 38.45 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 73 degrees 23 minutes 28 seconds East 229.50 feet from said point; thence northerly along said curve 85.48 feet to the point of tangency of said curve, said point being North 85 degrees 16 minutes 10 seconds West 229.50 feet from the radius point of said curve; thence North 04 degrees 43 minutes 50 seconds East 168.47 feet; thence North 85 degrees 16 minutes 10 seconds West 130.00 feet; thence North 04 degrees 43 minutes 50 seconds East 516.05 feet; thence North 18 degrees 26 minutes 24 seconds East 213.28 feet; thence North 05 degrees 35 minutes 45 seconds East 115.45 feet; thence North 23 degrees 16 minutes 01 seconds West 156.94 feet; thence South 89 degrees 50 minutes 00 seconds East 146.44 feet; thence North 27 degrees 14 minutes 36 seconds West 33.74 feet; thence North 89 degrees 50 minutes 00 seconds West 183.42 feet; thence North 00 degrees 27 minutes 15 seconds East 7.54 feet; thence continuing North 00 degrees 27 minutes 15 seconds East 584.49 feet; thence North 89 degrees 50 minutes 59 seconds East 654.57 feet to a point on the East line of the West Half of the aforesaid Northwest Quarter, said point being South 00 degrees 10 minutes 00 seconds West 500.00 feet from the northeast corner of the West Half of said Northwest Quarter; thence South 00 degrees 10 minutes 00 seconds West along said East line 684.66 feet; thence North 89 degrees 50 minutes 00 seconds West 335.00 feet; thence North 00 degrees 10 minutes 00 seconds East 130.00 feet; thence North 89 degrees 50 minutes 00 seconds West 15.44 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 10 minutes 00 seconds West 120.50 feet from said point; thence westerly along said curve 50.66 feet to a point on said curve, said point being North 23 degrees 55 minutes 15 seconds West 120.50 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being South 23 degrees 55 minutes 15 seconds East 20.00 feet from said point; thence southerly along said curve 32.58 feet to the point of tangency of said curve, said point being South 62 degrees 45 minutes 24 seconds West 20.00 feet from the radius point of said curve; thence South 27 degrees 14 minutes 36 seconds East 61.75 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 62 degrees 45 minutes 24 seconds West 329.50 feet from said point; thence southerly along said curve 56.85 feet to a point on said curve, said point being North 72 degrees 38 minutes 33 seconds East 329.50 feet from the radius point of said curve; thence South 89 degrees 50 minutes 00 seconds East 145.29 feet; thence South 00 degrees 10 minutes 00 seconds West 173.12 feet; thence South 18 degrees 26 minutes 24 seconds

West 246.34 feet; thence South 09 degrees 30 minutes 41 seconds West 130.88 feet; thence South 04 degrees 43 minutes 50 seconds West 392.00 feet; thence South 00 degrees 10 minutes 00 seconds West 134.20 feet; thence South 03 degrees 24 minutes 11 seconds East 134.21 feet; thence South 89 degrees 49 minutes 39 seconds West 130.00 feet; thence South 16 degrees 36 minutes 32 seconds East 66.52 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 73 degrees 23 minutes 28 seconds West 100.00 feet from said point; thence southerly along said curve 28.69 feet to the point of tangency of said curve, said point being North 89 degrees 49 minutes 39 seconds East 100.00 feet from the radius point of said curve; thence South 00 degrees 10 minutes 21 seconds East 21.90 feet; thence South 45 degrees 10 minutes 21 seconds East 70.71 feet; thence North 89 degrees 49 minutes 39 seconds East 391.24 feet to a point on the East line of the West Half of the aforesaid Northwest Quarter; thence South 00 degrees 10 minutes 00 seconds West along said East line 75.00 feet to a point on the South line of said Northwest Quarter, said point being South 89 degrees 49 minutes 39 seconds West 1,359.12 feet from the southeast corner of said Northwest Quarter; thence South 89 degrees 49 minutes 39 seconds West along said South line 1,233.90 feet to the place of beginning, containing 20.719 acres, more or less.

Parcel IV

A part of the Northwest Quarter of Section 9, Township 18 North, Range 03 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 9; thence South 00 degrees 12 minutes 15 seconds West, along the West line of the said Northwest Quarter, a distance of 1,082.68 feet; thence North 89 degrees 59 minutes 45 seconds East a distance of 40.00 feet to a point on the East line of a tract of land as described in Instrument Number 2017-015858 in the Office of the Recorder of Hamilton County, Indiana and the POINT OF BEGINNING of this description; thence continuing North 89 degrees 59 minutes 45 seconds East, along the South line of an approximate 14 acre tract of land described in Instrument Number 9609647425 in the Office of the Recorder of Hamilton County, Indiana, a distance of 432.93 feet; thence South 00 degrees 12 minutes 15 seconds West a distance of 109.76 feet; thence South 16 degrees 49 minutes 32 seconds West a distance of 64.70 feet; thence South 09 degrees 20 minutes 25 seconds West a distance of 135.72 feet; thence South 03 degrees 47 minutes 33 seconds West a distance of 134.26 feet; thence South 02 degrees 15 minutes 51 seconds East a distance of 92.09 feet; thence South 02 degrees 22 minutes 59 seconds East a distance of 124.13 feet; thence South 00 degrees 12 minutes 15 seconds West a distance of 11.39 feet; thence South 43 degrees 44 minutes 26 seconds West a distance of 157.30 feet; thence North 89 degrees 47 minutes 45 seconds West a distance of 250.68 feet; thence South 00 degrees 12 minutes 15 seconds West a distance of 93.71 feet; thence North 89 degrees 47 minutes 45 seconds West a distance of 35.00 feet to a point on the East line of a tract of land as described in Instrument Number 2017-015828 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 12 minutes 15 seconds East a distance of 873.32 feet along said East line to the place of beginning, containing 7.121 acres, more or less.

EXHIBIT A
REAL ESTATE

(Location Map)



ORDINANCE NUMBER 19-20

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE AND THE GRAND PARK FIELDHOUSE STREET PLANNED UNIT DEVELOPMENT DISTRICT ORDINANCE

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

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

WHEREAS, the Common Council enacted Ordinance 15-04, the Grand Park Fieldhouse Planned Unit Development Ordinance (the "Grand Park Fieldhouse PUD") on May 11, 2015 recorded as Instrument No. 2015024058 in the Office of the Recorder of Hamilton County, Indiana amended by (i) Ordinance 16-41, enacted by the Council on December 12, 2016;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1907-PUD-16**), requesting an amendment to the Grand Park Fieldhouse PUD with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1907-PUD-16** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (#-#) 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 _____, 2019;

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

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

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance (UDO), as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.2 All other provisions of the Grand Park Fieldhouse PUD Ordinance shall remain in effect with the adoption of this Ordinance
- 1.3 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

- **Nitrogen Tank:** A tank that holds liquid nitrogen.

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

Section 4. Character Exhibit. The Character Exhibit, attached hereto as **Exhibit C** is hereby incorporated to capture the intended quality of the improvements made on the Real Estate. Site improvements shall be constructed substantially similar to those in the Character Exhibit.

Section 5. Development Standards. The standards of Section 3 Development Standards of the Grand Park Fieldhouse and Chapter 6 Development Standards of the UDO shall apply to the development of the District, except as otherwise modified below:

- 5.1 The installation of a Nitrogen Tank in substantial compliance with both Exhibit B and Exhibit C shall not be deemed Outdoor Storage or an Accessory Building/Structure, but rather shall be deemed mechanical equipment.
- 5.2 **Mechanical Screening:** A ground-mounted Nitrogen Tank, a maximum of ____ feet in height, which is substantially compliant with both Exhibit B and Exhibit C and used in conjunction with a Health, Fitness, and Exercise Center, shall be visually

integrated into the overall design of the Building and is permitted to be visible from adjoining Lots or Rights-of-way.

- An enclosure, made of Masonry Material and fencing material, no less than three (3) feet in height shall be installed around the Nitrogen Tank, as depicted in Exhibit C, to assist in screening the Nitrogen Tank. The enclosure must be made completely of Masonry Material with the exception of points of ingress and egress.
- Fencing, no less than three (3) feet in height, shall be installed on top of a Masonry Material wall, as depicted in Exhibit C. This fencing may be topped with barbed wire.
- Landscaping around the perimeter of the enclosure shall be required except where ingress/egress points exist and where landscaping would hinder Nitrogen Tank maintenance.

- 5.3 The installation of a Nitrogen Tank along the Building Façade closest to 186th Street shall be deemed in substantial compliance with the building elevations depicted in Exhibit C of the Grand Park Fieldhouse PUD.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-20** was delivered to the Mayor of Westfield

on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-20**

this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-20**

this _____ day of _____, 2019.

J. Andrew Cook, Mayor

This document prepared by:

Daine Crabtree, Associate Planner, City of Westfield, 2728 E. 171st Street, Westfield, IN 46074

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: Daine Crabtree

SCHEDULE OF EXHIBITS

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

EXHIBIT A
REAL ESTATE

A part of Lot 3, Grand Park Subdivision – Secondary Plat as recorded per Instrument Number 2014-57320, in the Office of the Recorder of Hamilton County, Indiana, described as follows: Beginning at the southeast corner of Common Area “E” of said Grand Park Subdivision: thence North 00 degrees 12 minutes 07 seconds West 705.96 feet along the east line of said Common Area “E” to the northeast corner thereof; thence South 89 degrees 43 minutes 01 seconds East 499.62 feet; thence South 00 degrees 12 minutes 07 seconds East 701.73 feet to a point 60.00 feet, by perpendicular measurement, from the south line of the Southeast Quarter of Section 26, Township 19 North, Range 3 East, said point being on the northerly right-of-way of East 186th Street; thence South 89 degrees 47 minutes 53 seconds West 499.60 feet along said northerly right-of-way to the point of beginning and containing 8.073 acres, more or less.

EXHIBIT B
CONCEPT PLAN



ORDINANCE NO. 19-18

An Ordinance of the Common Council of the City of Westfield (the “Council”) authorizing a program to finance certain economic development facilities and the issuance of an economic development revenue note of the City of Westfield, Indiana (the “City”), designated as the City of Westfield, Indiana, Taxable Economic Development Tax Increment Revenue Note, Series 2019 (Wheeler Landing Public Improvements Project) (with such further or different series designation as may be necessary, desirable or appropriate, including such series designation to indicate the year in which the note is issued), in a maximum initial principal amount not to exceed Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765), and approving and authorizing other actions in respect thereto.

WHEREAS, Indiana Code Title 36, Article 7, Chapters 11.9 and 12 (collectively, the “Act”) declares that the financing and refinancing of economic development facilities constitutes a public purpose; and

WHEREAS, this definition of economic development facilities in the Act includes “infrastructure improvements”; and

WHEREAS, pursuant to the Act, the City is authorized to initiate a program for financing economic development facilities for developers and users in Indiana through the issuance of taxable or tax-exempt bonds or notes and to issue such revenue bonds or notes for the purpose of financing, reimbursing or refinancing the costs of such program, including the acquisition, design, construction, installation, improvement, equipping and operation of economic development facilities, in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City; and

WHEREAS, Wheeler Landing I, LLC, an Indiana limited liability company (the “Company”), desires to finance, or to obtain reimbursement for prior payment of, all or any portion of the costs defined as Improvement Costs per the Economic Development Agreement (“Improvement Costs”) of certain infrastructure substantially benefiting the City consisting of road improvements and other local public improvements, including but not limited to the: (a) design and construction of the extension of Oak Ridge Road to be renamed Grand Park Boulevard (“Renamed Grand Park Boulevard”) to State Road 32, including the “T” intersection for the east/west road south of 186th Street connecting the existing Wheeler Road roundabout to Renamed Grand Park Boulevard; (b) design and construction of the extension of Tournament Trail from Renamed Grand Park Boulevard to Wheeler Road; (c) design and construction of a yet to be named east/west road connecting Wheeler Road to Renamed Grand Park Boulevard, such road being to the north of Tournament Trail and to the south of 181st; (d) cost of improvements to the existing signal and turn lanes at Wheeler Road and State Road 32; (e) cost of the traffic signal at Wheeler Road and Tournament Trail; and (f) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the Project (as defined in the Economic Development Agreement), and certain future needs of the City,

including a regional storm water retention/detention pond, ((a) through (f) are collectively, the “Public Improvements”); and

WHEREAS, the Public Improvements are, or will be, located in or physically connected to an allocation area, known as the Wheeler Landing Economic Development Allocation Area (the “Allocation Area”), previously established by the Redevelopment Commission of the City (the “Redevelopment Commission”); and

WHEREAS, the Company has advised the Westfield Economic Development Commission (the “Economic Development Commission”) and the City concerning the Public Improvements, and have requested that the City, pursuant to the Act, initiate a program and issue an economic development revenue note of the City, designated as the City of Westfield, Indiana, Taxable Economic Development Tax Increment Revenue Note, Series 2019 (Wheeler Landing Public Improvements Project) (with such further or different series designation as may be necessary, desirable or appropriate, including such series designation to indicate the year in which the note is issued) (the “Note”), in the initial principal amount not to exceed Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765), for the purpose of providing funds for paying or reimbursing all or a portion of the costs of acquisition, design, construction, installation, improvement, equipping and/or operation of the Public Improvements; and

WHEREAS, the Economic Development Commission has rendered a report concerning the proposed program and financing or refinancing of economic development facilities for the Company and the Plan Commission has been given the opportunity to comment thereon; and

WHEREAS, pursuant to Section 24 of the Act, following a public hearing held on May 8, 2019, the Economic Development Commission found that the establishment of a program and financing of the Public Improvements complies with the purposes and provisions of the Act and that such program and financing will be of benefit to the health and welfare of the City; and

WHEREAS, the Economic Development Commission has determined that the financing will not have an adverse competitive effect or impact on any similar facility or facility of the same kind already constructed or operating in the same market area or in or about the County; and

WHEREAS, pursuant to and in accordance with the Act, the City desires to initiate a program and reimburse the Company for the Improvement Costs by issuing the Note; and

WHEREAS, the City intends to initiate a program and issue the Note in accordance with and pursuant to the terms of this Ordinance and a Financing Agreement, to be dated the first day of the month in which the Note is delivered (or such other date as the officers of the City may hereafter approve) (the “Financing Agreement”), between the City and the Company with respect to the Public Improvements; and

WHEREAS, pursuant to the Economic Development Agreement and the Financing Agreement, the Company will make certain representations, warranties and commitments with respect to the Public Improvements in accordance with the terms thereof; and

WHEREAS, the Note will be payable as to principal and interest solely from incremental property taxes derived from the Allocation Area and certain road impact fees (“RIF”) as set forth in the Economic Development Agreement, upon such terms and conditions as otherwise provided in the Economic Development Agreement, the Financing Agreement and this Ordinance; and

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

WHEREAS, there has been submitted to the Economic Development Commission for its approval a form of the Financing Agreement and a form of this proposed Ordinance, including a form of the Note which is set forth therein and herein, which were incorporated by reference in the Economic Development Commission’s resolution adopted on May 8, 2019, which resolution has been transmitted hereto; and

WHEREAS, based upon the resolution adopted by the Economic Development Commission pertaining to the Public Improvements, the Council hereby finds and determines that the initiation of a program and funding approved by the Economic Development Commission for all or a portion of the Public Improvements will be of benefit to the health and general welfare of the citizens of the City, complies with the provisions of the Act and the amount necessary to finance all or a portion of the costs of the program and the Public Improvements will require the issuance, sale and delivery of an economic development tax increment revenue note in an initial principal amount not to exceed Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765); now therefore:

**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF WESTFIELD, INDIANA:**

Section 1. Findings of Public Purpose. It is hereby found, determined, ratified and confirmed that the initiation of a program to finance the economic development facilities consisting of the Public Improvements and the issuance of the Note, will: (i) result in the diversification of industry, the creation or retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the City; (ii) serve a public purpose, and will be of benefit to the health and general welfare of the City; (iii) comply with the purposes and provisions of the Act and it is in the public interest that the City take such lawful action as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City; and (iv) not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

Section 2. Form of Financing Agreement. The form of the Financing Agreement presented herewith is hereby authorized and approved, and such document shall be kept on file by the Clerk-Treasurer of the City (the “Clerk-Treasurer”). In compliance with Indiana Code 36-

1-5-4, two (2) copies of the Financing Agreement are on file in the office of the Clerk-Treasurer for public inspection. The Mayor and the Clerk-Treasurer are hereby authorized and directed to execute and deliver the Financing Agreement on behalf of the City, with such changes or modifications therein as the officer executing the same may approve with the advice of counsel, so long as the terms thereof are consistent with the parameters set forth in this Ordinance, such approval to be conclusively evidenced by the execution thereof.

Section 3. Issuance and Terms of the Note.

(a) The City is authorized to issue the Note in the maximum initial principal amount not to exceed Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765), for the purpose of reimbursing the Company for all or a portion of the Improvement Costs. The Note shall be issued by and in the name of the City, in fully registered form in the denominations of \$100,000, plus integral multiples of \$1 in excess thereof (or such other denominations as may be selected by the Clerk-Treasurer). The principal of the Note shall mature and be payable on February 1 and August 1 of each year with a final maturity date no later than twenty-five (25) years following the date of issuance of the Note. To the extent possible and as deemed advisable by the Clerk-Treasurer, payments of principal and interest on the Note shall be scheduled at such times and in such amounts so as to mirror the terms of the Developer Financing (as defined and set forth in the Economic Development Agreement), the estimated future Net TIF Revenues and the expected interest rate on the Note. The final amortization schedule shall be determined by the Clerk-Treasurer in a manner consistent with the Economic Development Agreement.

(b) The Note shall bear interest at a rate or rates per annum not exceeding eight percent (8.0%), the exact rate or rates to be determined by negotiation with the Company such that they mirror the terms of the Developer Financing, which payments shall be payable on February 1 and August 1 of each year and within thirty-five days of receipt of RIF (each, an "Interest Payment Date") commencing no earlier than August 1, 2019, until the final maturity of the Note.

(c) The principal of the Note shall be payable at the principal office of the Registrar and Paying Agent (as defined below); provided, however, the registered owner shall be entitled to receive any principal payments by wire transfer on the due date by providing wiring instructions in writing to the Paying Agent before the Record Date for such payment. So long as the Company is the registered owner of the Note, presentation of the Note shall not be required, except upon the final maturity of the Note. Interest on the Note shall be paid by check or draft mailed or delivered one business day prior to an Interest Payment Date to the registered owner thereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the Record Date for such Interest Payment Date or at such other address as is provided to the Registrar and Paying Agent in writing by such registered owner; provided, however, the registered owner shall be entitled to receive interest payments by wire transfer on the Interest Payment Date by providing wiring instruction in writing to the Paying Agent before the Record Date for such payment. All payments on the Note shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.

(d) The principal of and interest on the Note is payable solely from incremental property taxes derived from the Allocation Area adjusted as set forth in the Economic Development Agreement and defined therein as the “Net TIF Revenues”, which will be transferred and deposited into the Sinking Fund (as defined herein), upon such terms and conditions as otherwise provided in the Economic Development Agreement, the Financing Agreement and this Ordinance. The Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. The Note shall state plainly on its face that it is payable only from the Net TIF Revenues and RIF deposited into the Sinking Fund and that it does not constitute a general obligation of, an indebtedness of, or charge against the general credit of, the City. Neither the faith and credit nor the taxing power of the City is or may be pledged for the payment of the principal of, premium (if any) on, or interest on the Note. The registered owner of the Note is not entitled to compel the exercise of the taxing power by the City or the forfeiture of any of its property in connection with any default on the Note. The Note shall be delivered to the Company.

Section 4. Appointment of Registrar and Paying Agent; Registration.

(a) The Clerk-Treasurer is hereby authorized and directed to serve as, or to appoint a qualified financial institution to serve as, registrar and paying agent for the Note (the “Registrar” and “Paying Agent”). The Mayor and the Clerk-Treasurer, acting on behalf of the City, are hereby authorized to enter into such agreements or understandings with such financial institution as will enable a financial institution to perform the services required of the Registrar and Paying Agent on behalf of the City. The Clerk-Treasurer is further authorized and directed to pay the fees and expenses of the Registrar and Paying Agent out of available funds of the City.

(b) The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days’ written notice to the City and by first-class mail to the registered owner of the Note, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the City. Such notice to the City may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the City, in which event the Clerk-Treasurer, on behalf of the City, may appoint a successor Registrar and Paying Agent. The City shall cause the registered owner of the Note to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to the registered owner of the Note shall be deemed to be given when mailed by first class mail to the addresses of such registered owner as it appears on the registration books kept by the Registrar and Paying Agent. Any predecessor Registrar and Paying Agent shall deliver all cash in its possession with respect thereto to the Note, together with the registration books, to the successor Registrar and Paying Agent. The Clerk-Treasurer is hereby authorized to act on behalf of the City with regard to any of the aforementioned actions of the City relating to the resignation or removal of the Registrar and Paying Agent and appointment of a successor Registrar and Paying Agent. The Clerk-Treasurer is further authorized and directed, on behalf of the City, to enter into such agreements or understandings with any subsequent Registrar and Paying Agent as will enable it to perform the services required of it. Any such subsequent Registrar and Paying Agent shall be paid for its services out of available funds of the City.

Section 5. Prepayment of Note. All or a portion of the Note may be subject to prepayment at the option of the City, in whole or in part, upon such terms and conditions as determined by the Clerk-Treasurer at the time of sale of the Note and set forth in the Purchase Agreement (as hereinafter defined).

Section 6. Form of Note. The form and tenor of the Note, together with the Registrar's certificate of authentication to be endorsed thereon, shall be substantially in the following form and otherwise consistent with Section 7.12 of the Economic Development Agreement (with blanks to be properly completed prior to the preparation of the Note):

No. R-1

UNITED STATES OF AMERICA

STATE OF INDIANA

HAMILTON COUNTY

CITY OF WESTFIELD, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE NOTE, SERIES 2019
(WHEELER LANDING PUBLIC IMPROVEMENTS PROJECT)

Interest Rate	Maturity Dates	Original Date	Authentication Date
___%	<u>Appendix A</u>	_____, 20__	_____, 20__

Registered Owner:

Principal Amount: Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765)

The City of Westfield, Indiana (the "Issuer"), a municipal corporation organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above or registered assigns, but solely from the Net TIF Revenues and RIF deposited into the Sinking Fund (each as defined in the hereinafter defined Ordinance), the Principal Amount or such portions thereof set forth above on the Maturity Dates set forth on Appendix A attached hereto and made a part hereof, unless this Note shall have previously been called for prepayment and payment of the prepayment price made or provided for, and to pay interest on the unpaid Principal Amount hereof in like money, but solely from the Net TIF Revenues and RIF deposited into the Sinking Fund, at the Interest Rate specified above, payable on each February 1 and August 1 or within thirty-five (35) days of the deposit of RIF into the Sinking Fund, commencing on [February 1/August 1], 2019 (each an "Interest Payment Date") until the Principal Amount is paid in full. Interest on the Note shall be payable from the Interest Payment Date to which interest has been paid next preceding the authentication date hereof, unless (i) the Note is authenticated after the first day of the month immediately prior to an Interest Payment Date (each, a "Record Date") and on or before such Interest Payment Date in which case it shall bear interest from such Interest Payment Date, or (ii) the Note is authenticated on or before the Record Date for the first Interest Payment Date, in which case it shall bear interest from the Original Date specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The principal of this Note is payable at the office of Clerk-Treasurer of the City of Westfield, Indiana (the "Registrar" and "Paying Agent"), in Westfield, Indiana, or at the designated office of any successor Paying Agent; provided, however, the Registered Owner shall be entitled to receive any payments by wire transfer on the due date by providing wiring instructions in writing to the Paying Agent before the Record Date for such payment. So long as the Company (as defined in the Ordinance) is the registered owner of the Note, presentation of the Note shall not be required, except upon the final maturity of the Note. All payments on the

Note shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.

This Note is the only one of an economic development revenue note of the Issuer, designated as the City of Westfield, Indiana, Economic Development Tax Increment Revenue Note, Series 2019 (Wheeler Landing Public Improvements Project), dated _____, 2019 (hereinbefore and hereinafter the "Note"), in initial principal amount of Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765). The Note is being issued for the purpose of providing funds for paying or reimbursing all or a portion of the costs of acquisition, design, construction, improvement, equipping and/or operation of the Public Improvements (as defined in the Ordinance). The Issuer has agreed to issue the Note and to finance the Improvement Costs (as defined in the Ordinance), all pursuant to the terms of the Financing Agreement, dated as of the date hereof (the "Financing Agreement"), between the Issuer and the Company (as defined in the Ordinance), which prescribes certain of the terms and conditions under which such proceeds and other funds will be used by the Company.

The Note is authorized by Ordinance No. _____ adopted by the Common Council of the City of Westfield (the "Council"), on the 10th day of June, 2019 (the "Ordinance"), and in accordance with Indiana Code 36-7-11.9 and 12 and other applicable provisions of the Indiana Code related or supplemental thereto, as amended and in effect on the date hereof (collectively, the "Act"). Pursuant to a resolution adopted by the Redevelopment Commission for the Issuer (the "Redevelopment Commission"), on May 20, 2019 (the "Pledge Resolution"), the Redevelopment Commission has pledged and assigned the TIF Revenues (as defined in the Ordinance) to the Issuer for the payment of the principal of and interest on this Note when due, with such pledge being senior in all respects to the prior pledge.

PURSUANT TO THE PROVISIONS OF THE ACT, THE ORDINANCE AND THE PLEDGE RESOLUTION, THE PRINCIPAL OF THIS NOTE AND THE INTEREST DUE THEREON ARE PAYABLE SOLELY FROM THE NET TIF REVENUES AND RIF TRANSFERRED BY THE REDEVELOPMENT COMMISSION TO THE ISSUER AND RIF (AS DEFINED IN THE ORDINANCE) AND DEPOSITED INTO THE SINKING FUND (AS DEFINED IN THE ORDINANCE). BY PAYMENT FOR AND ACCEPTANCE HEREOF, THE REGISTERED OWNER OF THIS NOTE AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE, THE PLEDGE RESOLUTION AND THE ACT.

The Note, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof. The Note, as to both principal and interest, are not an obligation or liability of the Issuer, the State of Indiana, or of any political subdivision or taxing authority thereof, but is a special limited obligation of the Issuer and payable solely and only from the Net TIF Revenues transferred to the Issuer from RIF each deposited into the Sinking Fund which has been pledged and assigned to the payment of the Note in accordance with the Ordinance. 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 or the interest on this Note. The Note does not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Note. The Issuer has no taxing power with respect to the Note. No covenant or agreement contained in the Note, the Ordinance or the Pledge Resolution shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Westfield Economic Development Commission (the "Economic Development Commission"), the Redevelopment Commission or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the Issuer executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance of the Note. Under no circumstances shall the Company or any other taxpayer in the Allocation Area (as defined in the Ordinance) be liable for making any payments due under the Ordinance, the Pledge Resolution or on the Note, including any payment of principal of, premium, if any, or interest on the Note.

The Note is issuable in registered form without coupons in the denominations of \$100,000, plus integral multiples of \$1 in excess thereof. This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the designated office of the Registrar, but only in the manner, subject to

the limitations and upon payment of the charges provided in the Ordinance and upon surrender and cancellation of this Note. Upon such transfer a new registered Note will be issued to the transferee in exchange therefor.

The Issuer may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the Issuer shall not be affected by any notice to the contrary.

[Insert optional prepayment terms, if any]

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

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

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Note 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.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(Seal)

Attest:

Cindy J. Gossard, Clerk-Treasurer

CERTIFICATE OF AUTHENTICATION

This Note is the original Note described in the within mentioned Ordinance.

CLERK-TREASURER OF THE CITY OF
WESTFIELD, INDIANA, as Registrar

By _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____
_____ (Please Print or Typewrite Name and Address) the within Note and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note 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 of a recognized signature guarantee program.

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

ABBREVIATIONS

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

UNIF TRAN MIN ACT -- _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act

(State)

TEN COM -- as tenants in common
JT TEN -- as joint tenants with right of survivorship and not as
tenants in common

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

APPENDIX A

Principal Maturity Schedule

<u>Maturity Date</u>	<u>Principal Amount</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

(End of Form of Note)

Section 7. Sale of Note; Funds and Accounts.

(a) The Mayor or the Clerk-Treasurer are each hereby authorized and directed to negotiate the sale of the Note to the Company upon the terms set forth in this Ordinance. A purchase agreement, term sheet or other written evidence of sale, in a form and substance acceptable to the Mayor and the Clerk-Treasurer (the "Purchase Agreement"), is hereby authorized and approved, and the Mayor and the Clerk-Treasurer are hereby authorized and

directed to execute and deliver such Purchase Agreement in form and substance acceptable to them and consistent with the terms and conditions set forth in this Ordinance.

(b) The purchase price of the Note shall be deemed received by the City and evidenced by the Company's incurrence of expenditures for Improvement Costs, as approved by the City in accordance with the terms of the Economic Development Agreement. Subject to the terms and conditions of the Financing Agreement, the proceeds of the Note shall be used only for the purpose of paying, or reimbursing the Company for incurring Improvement Costs.

(c) There is hereby established a special fund designated as the "City of Westfield, Indiana, Economic Development Program Note Sinking Fund – Wheeler Landing Project" (the "Sinking Fund"). RIF and Net TIF Revenues shall be immediately deposited in the Sinking Fund, as and when received by the City from the Redevelopment Commission in accordance with the terms of the Pledge Resolution and this Ordinance. Moneys in the Sinking Fund shall be used by the Clerk-Treasurer solely for the purpose of paying the interest and principal on the Note as such becomes due. Nothing herein should be construed as requiring the Issuer to deposit in the Sinking Fund, funds from any source other than Net TIF Revenues received from the Redevelopment Commission and RIF.

Section 8. Execution and Delivery of Note.

(a) The Note shall be executed in the name of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk-Treasurer, who shall cause the official seal of the City to be impressed or a facsimile thereof to be printed or otherwise reproduced on each of the Note, all in the form and manner herein provided. In the event that any officer whose signature appears on the Note shall cease to be such officer for any reason before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had been in such office at the time of delivery. Subject to the provisions for registration set forth in this Ordinance, the Note shall be negotiable under the laws of the State of Indiana. The Note shall be authenticated with the manual signature of a duly authorized representative of the Registrar and Paying Agent. The Note shall not be valid or obligatory for any purpose until the certificate of authentication on such Note shall have been so executed.

(b) The Mayor and the Clerk-Treasurer are authorized and directed to execute such other documents approved or authorized herein and any other document which may be necessary, appropriate or desirable to consummate the transaction contemplated by this Ordinance, and their execution is hereby confirmed on behalf of the City. The signatures of the Mayor and the Clerk-Treasurer on the Note which may be necessary or desirable to consummate the transaction, and their execution is hereby confirmed on behalf of the City. The signatures of the Mayor and the Clerk-Treasurer on the Note may be facsimile signatures. The Mayor, the Clerk-Treasurer and any other officer of the City are authorized to arrange for the delivery of the Note to the purchaser, payment for which will be made in the manner set forth in the Purchase Agreement. The Mayor and the Clerk-Treasurer may, by their execution of the Note, the Financing Agreement or such other documents requiring their signatures and imprinting of their facsimile signatures thereon, approve any and all such changes therein so long as such changes are consistent with the parameters set forth in this Ordinance.

Section 9. Creation of Contract; Amendment. After the issuance of any Note, the provisions of this Ordinance shall constitute a contract by and between the City and the Company, and the Council covenants that it will not repeal, modify or amend this Ordinance without the prior written consent of the Company; provided, however, the City's obligations hereunder shall be subject in all respects to the Company's observance of its covenants and agreements set forth in the Project Agreement.

Section 10. Immunity of Officers and Officials. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, the Financing Agreement or under any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the Financing Agreement, shall be had against any member, director, or officer or attorney, as such, past, present, or future, of the City, either directly or through the City, or otherwise, for the payment for or to the City or any receiver thereof or for or to any holder of the Note secured thereby, or otherwise, of any sum that may remain due and unpaid by the City upon any of the Note. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, director, or officer or attorney, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for or to the City or any receiver thereof, or for or to any owner or holder of the Note, or otherwise, of any sum that may remain due and unpaid upon the Note hereby secured or any at them, shall be expressly waived and released as a condition of and consideration for the execution and delivery of the Financing Agreement and the issuance, sale and delivery of the Note.

Section 11. Payments or Actions on Non-Business Days. In the event that the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the City or in such city or town in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 12. Other Actions and Documents. The Council hereby requests, authorizes and directs the Mayor and the Clerk-Treasurer and any other officer having responsibility with respect to the issuance of the Note, alone or in conjunction with any of the foregoing, or with any other officer, employee, consultant or agent of the City, acting for and on behalf of the City, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Note, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City is hereby authorized and directed

Section 13. Compliance with Indiana Open Door Law. It is hereby determined that all formal actions of the Council relating to the adoption of this Ordinance were taken in one or more open meetings of the Council, that all deliberations of the Council and of its committees, if any, which resulted in formal action, were in meetings open to the public, and that all such meetings were convened, held and conducted in compliance with applicable legal requirements, including Indiana Code 5-14-1.5, as amended.

Section 14. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Effectiveness; Construction with Other Ordinances. This Ordinance shall be in full force and effect upon adoption and compliance with the procedures required by law. All ordinances, resolutions and orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

ADOPTED AND PASSED THIS _____ DAY OF _____, 2019, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steve Hoover

Steve Hoover

Steve Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark Keen

Mark Keen

Mark Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

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

I hereby certify that ORDINANCE 19-18 was delivered to the Mayor of Westfield on the _____ day of _____, 2019, at ____:____.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 19-18
this _____ day of _____, 2019
at ____:____.m.

I hereby VETO Ordinance 19-18
this _____ day of _____, 2019
at ____:____.m.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

This document prepared by
James T. Crawford, Jr., Esq.
KRIEG DEVAULT, LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032
(317) 238-6239

KD_10176678_4.doc



Property Location Map
Westfield High School PUD
1904-PUD-06



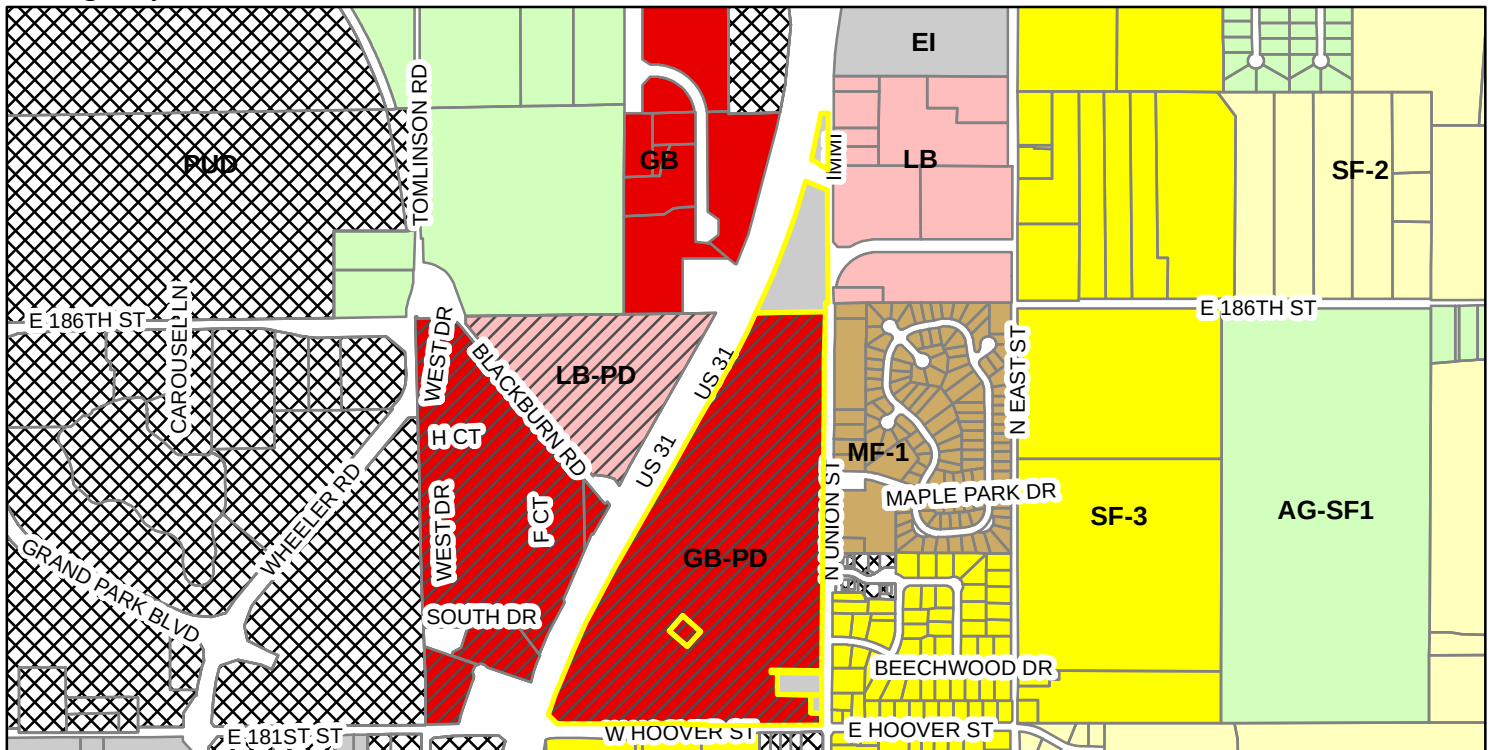
Not To Scale

Aerial Location Map

Site

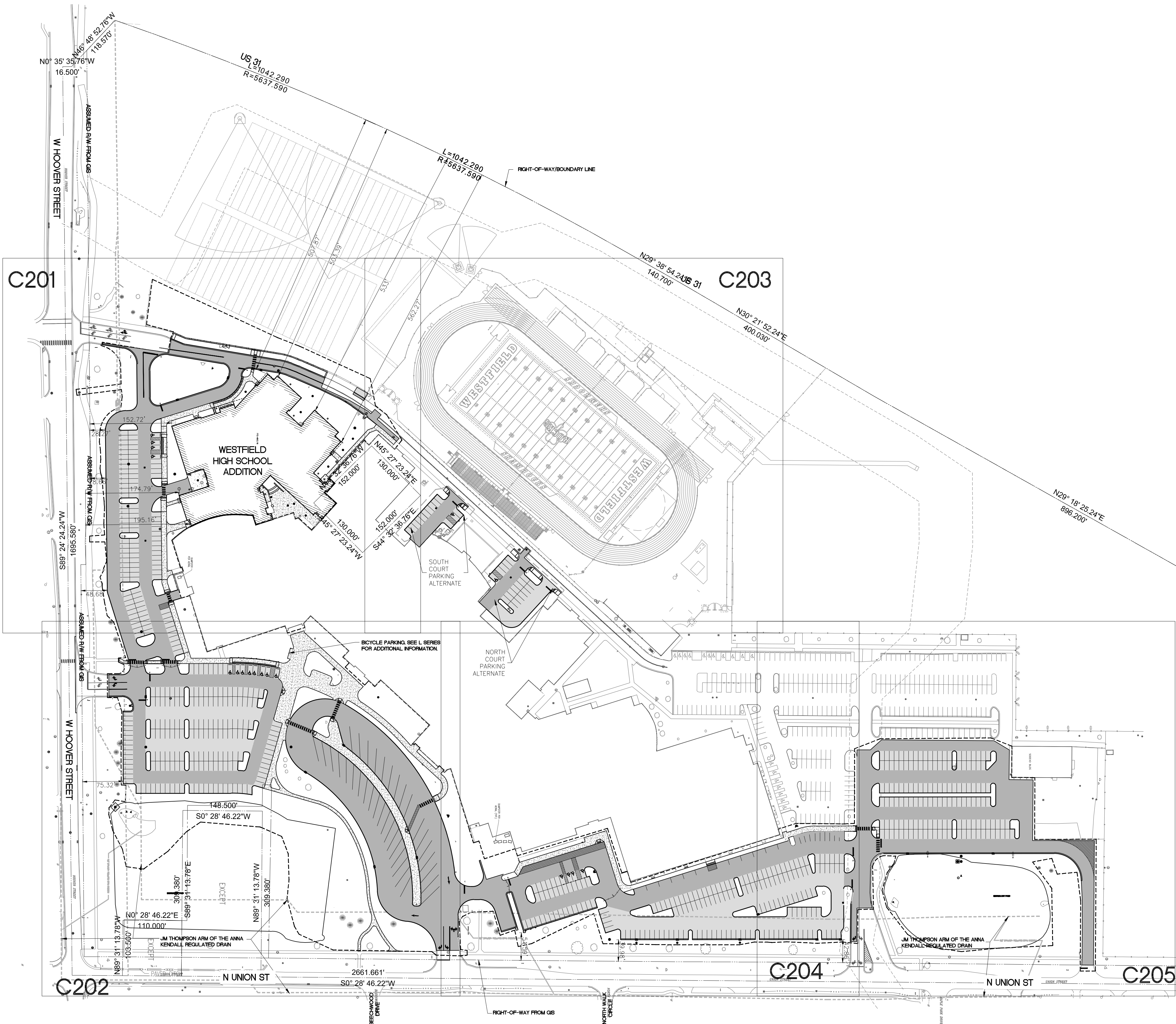


Zoning Map



AG-SF1 (Agriculture - Single Family - 1)	GB-PD (General Business - Planned Development)	MF-1 (Multiple Family - 1)
EI (Enclosed Industrial)	LB (Local Business)	PUD (Planned Unit Development)
GB (General Business)	LB-PD (Local Business - Planned Development)	SF-2 (Single Family - 2)
		SF-3 (Single Family - 3)

C:\2004\040338\2021\040338\Eng\CD\201_Site Plan.dwg, September 13, 2018 11:46 AM, JENNIFER LASCH, © Paul J. Cripe, Inc.



CITY OF WESTFIELD NOTES:
ALL CONTRACTORS SHALL REVIEW CITY OF WESTFIELD STANDARDS AND SPECIFICATIONS PRIOR TO BIDDING ON THIS PROJECT. ADDITIONAL SPECIFICATIONS, NOT INCLUDED IN THIS SET OF PLANS, MAY BE REQUIRED:
[HTTP://WWW.WESTFIELD.IN.GOV/EGOV/APPS/DOCUMENT/CENTER.EGOV?VIEW=ITEM&ID=50](http://WWW.WESTFIELD.IN.GOV/EGOV/APPS/DOCUMENT/CENTER.EGOV?VIEW=ITEM&ID=50)

THE PRESENCE OF A CITY OF WESTFIELD REVIEW AND ACCEPTANCE STAMP ON PLANS DOES NOT RELIEVE THE CONTRACTOR OR DEVELOPER FROM COMPLIANCE OF THE 'CITY OF WESTFIELD CONSTRUCTION STANDARDS, LATEST EDITION'. THIS REVIEW ONLY DESIGNATES THAT THE GENERAL CONFORMANCE WITH DESIGN AND SPECIFICATIONS HAVE BEEN MET. FIELD CHANGES MAY BECOME NECESSARY IN ORDER TO COMPLY WITH THE DETAILED CITY OF WESTFIELD SPECIFICATIONS.

DEVELOPMENT PLAN LEGEND

PROPERTY LINE

EASEMENT LINE

RIGHT-OF-WAY

FENCE

CONSTRUCTION LIMITS

ALTERNATE CONSTRUCTION LIMITS

MATCH LINE

BUILDING LIMITS

ALTERNATIVES

NORTH COURT PARKING ALTERNATE

PROVIDE DEMO AS NOTED IN EXISTING CONDITIONS AND DEMOLITION PLAN, C100 SERIES.

PROVIDE NEW CURB, STANDARD DUTY ASPHALT AND HEAVY DUTY ASPHALT PAVING AS NOTED IN VEHICULAR DEVELOPMENT PLANS, C200 SERIES. REVISE UTILITIES AS NOTED.

SOUTH COURT PARKING ALTERNATE

PROVIDE DEMO AS NOTED IN EXISTING CONDITIONS AND DEMOLITION PLAN, C100 SERIES.

PROVIDE NEW CURB, STANDARD DUTY ASPHALT AND HEAVY DUTY ASPHALT PAVING AS NOTED IN VEHICULAR DEVELOPMENT PLANS, C200 SERIES. REVISE UTILITIES AS NOTED.

LOCATION AND SECTION MAP

18250 UNION STREET, WESTFIELD, IN

ZONING MAP

18250 UNION ST, WESTFIELD, IN 46074

ALTERNATIVE TRANSPORTATION PLAN

18250 UNION ST, WESTFIELD, IN 46074

3939 PRIORITY WAY SOUTH DRIVE, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 844-6777
www.cripe.biz

ARCHITECTURE • INTERIORS
SURVEY • 3D LASER SCANNING
ENERGY • FACILITIES
LANDSCAPE ARCHITECTURE
REAL ESTATE SERVICES

OVERALL DEVELOPMENT PLAN
WESTFIELD HIGH SCHOOL
ADDITIONS AND RENOVATIONS
WESTFIELD WASHINGTON SCHOOL CORP.
18250 UNION ST, WESTFIELD, IN 46074

DATE: 06-07-18
COVERING: OVERALL VEHICULAR DEVELOPMENT PLAN DESIGN

INDIANA 89

Know what's below. Call before you dig.

811-800-382-5544
FOR CALLS TO 811, CALL 1-800-382-5544

Drawn By: JDA
Checked By: EDB
Quality Assurance: JML

Scale: 1" = 100'

Sheet: C200
Date: 08-27-18
Client Project Number: 17075

Cripe Project Number
040338-20210

ORDINANCE NUMBER 19-15

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

This is a Planned Unit Development District Ordinance (to be known as the “**Westfield Center PUD District**”) to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Plan Commission") considered a petition (**Petition No. 1905-PUD-10**), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1905-PUD-10** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **favorable** recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on June 4, 2019;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance (the “UDO”) and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "**Westfield Center PUD District**" (the “District”).
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

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

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the LB: Local and Neighborhood Business District (the “Underlying Zoning District”).

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

- 5.1 All uses permitted in the Underlying Zoning District shall be permitted unless otherwise prohibited below.
- 5.2 Prohibited Uses: All uses listed as Special Exceptions in the Underlying Zoning District shall not be permitted.

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

6.1 Minimum Front Yard Building Setback Lines (along a Private Street). None.

Section 7. **Overlay Districts.** The standards of Chapter 5 Overlay Districts, as applicable, shall apply to the development of the District, except as otherwise modified below.

7.1 Article 5.3(F)(3) Access Road. Shall not apply to the Real Estate.

7.2 Article 5.3(K) Trail Corridor. Shall not apply to the Real Estate.

Section 8. **Development Standards.** The standards of Chapter 6 Development Standards shall apply to the development of the District, except as otherwise modified below.

8.1 Article 6.8(O)(2) Perimeter Parking Area Landscaping. Shall apply, except when a Parking Area on the Real Estate shares a common Lot Line with an adjacent Parking Area on the Real Estate, then Perimeter Parking Area Landscaping shall not be required.

Section 9. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7 Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

Section 10. **Design Standards.** The standards of Chapter 8 Design Standards shall apply to the development of the District, except as otherwise modified below.

10.1 Article 8.9(E)(1) Private Street Construction Standards. Shall apply, unless otherwise modified or waived by the Westfield Public Works Director.

- 10.2 Cool Creek Trail Corridor. A linear green space for the Cool Creek Trail shall be provided along Cool Creek, pursuant to the Westfield Thoroughfare Plan. This linear green space shall be a minimum of thirty (30) feet in width, unless otherwise determined by the Westfield Public Works Director to be less.
- 10.3 Midland Trace Trail Connection. A pedestrian pathway shall be installed connecting the development's existing pedestrian facilities to the Midland Trace Trail. This pathway shall be at least five (5) feet in width. This pathway shall not be required to be constructed with concrete or asphalt, but shall meet all ADA requirements.

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-15** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-15**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-15**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

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

This document prepared by: Kevin M. Todd, Senior Planner; City of Westfield;
2728 E. 171st Street; Westfield, IN 46074; 317.804.3170

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

EXHIBIT A
REAL ESTATE

Land Description:

WestCreek Partners - Instrument Number 2014-05486

PARCEL 1:

Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, located in Washington Township, Hamilton County, Indiana, being described as follows:

Beginning at the 5/8" iron rod at the Northwest corner of the Northeast Quarter of Section 6, Township 18 North, Range 4 East; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing) 594.96 feet on and along the North line of said Northeast Quarter at the Northwest corner of a tract of real estate described in Instrument #9729874, in the Office of the Recorder of Hamilton County, Indiana; thence South 24 degrees 25 minutes 23 seconds East 110.09 feet on and along a Westerly line of said tract to an 5/8" iron rod with yellow cap stamped "Miller Surveying"; thence South 34 degrees 28 minutes 42 seconds West 542.03 feet to a 5/8" iron rod with a yellow cap stamped Miller Surveying; thence South 00 degrees 34 minutes 45 seconds East 350.02 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying on the North right-of-way line of the Central Indiana Railroad; thence South 89 degrees 25 minutes 31 seconds West 330.00 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying, at the Point of Intersection of said North right-of-way line and the West line of the Northeast Quarter; thence North 00 degrees 27 minutes 32 seconds West 897.64 feet to the Point of Beginning, containing 9.03 acres, more or less.

AND

Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, more described as follows: Commencing at the Northwest corner of said Quarter Section; thence South 00 degrees 27 minutes 32 seconds East (assumed bearing) along the West line of said Quarter Section 723.31 feet; thence North 89 degrees 32 minutes 28 seconds East 103.19 feet; thence North 49 degrees 00 minutes 38 seconds East 184.75 feet; thence North 87 degrees 29 minutes 17 seconds East 85.82 feet to the Beginning Point of this description; thence North 00 degrees 34 minutes 45 seconds West 53.22 feet; thence North 34 degrees 28 minutes 42 seconds East 512.13 feet; thence South 19 degrees 14 minutes 00 seconds East 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West 30.66; thence South 48 degrees 16 minutes 03 seconds West 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West 121.23 feet to the Point of Beginning, containing 1.751 acres, more or less.

EXCEPTING FROM THE ABOVE PARCEL 1 the following two (2) tracts described as follows:

Tract I: Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, more described as follows: Commencing at the Northwest corner of said Quarter Section; thence South 00 degrees 27 minutes 32 seconds East (assumed bearing) along the West line of said Quarter Section 723.31 feet to the Beginning Point of this description; thence North 89 degrees 32 minutes 28 seconds East 103.19 feet; thence North 49 degrees 00 minutes 38 seconds East 184.75 feet; thence North 87 degrees 29 minutes 17 seconds East 85.82 feet; thence South 00 degrees 34 minutes 45 seconds East 296.78 feet to the North right-of-way line of the abandoned Central Indiana Railroad; thence South 89 degrees 25 minutes 15 seconds West along said right-of-way line 330.00 feet to

a point on said West line; thence North 00 degrees 27 minutes 32 seconds West along said West line 174.33 feet to the Point of Beginning, containing 1.751 acres, more or less.

AND FURTHER EXCEPTING Tract IV: Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, located in Washington Township, Hamilton County, Indiana, being described as follows:

Beginning at the 5/8" iron rod at the Northwest corner of said Section; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing), along the North line of the Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24 degrees 25 minutes 23 seconds East, a distance of 110.09 feet; thence South 34 degrees 28 minutes 42 seconds West, a distance of 29.90 feet, to the Point of Beginning; thence South 19 degrees 14 minutes 00 seconds East, a distance of 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West, a distance of 30.66 feet; thence South 48 degrees 16 minutes 03 seconds West, a distance of 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West, a distance of 213.26 feet; thence North 00 degrees 10 minutes 46 seconds West, a distance of 221.19 feet; thence North 21 degrees 02 minutes 46 seconds East, a distance of 44.62 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 19.01 feet, to a point on a curve to the right the radius point of which lies North 89 degrees 44 minutes 02 East, a distance of 75.00 feet; thence along said curve an arc distance of 72.28 feet, to a point lying North 34 degrees 01 minute 59 seconds West, a distance of 75.00 feet from said radius point; thence North 54 degrees 57 minutes 06 seconds East, a distance of 24.20 feet; thence South 34 degrees 01 minute 59 seconds East, a distance of 30.46 feet; thence North 89 degrees 44 minutes 02 seconds East, a distance of 251.00 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 78.07 feet; thence North 34 degrees 28 minutes 42 seconds East, a distance of 82.41 feet, to the Point of Beginning, containing 2.972 acres, more or less.

AND

PARCEL 2:

Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the {H0.7x;S5#8;} inch iron rod at the Northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing), along the North line of Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24 degrees 25 minutes 23 seconds East, a distance of 110.09 feet; thence South 34 degrees 28 minutes 42 seconds West, a distance of 29.90 feet, to the Point of Beginning; thence South 19 degrees 14 minutes 00 seconds East, a distance of 154.16 feet; thence South 89 degrees 44 minutes 02 seconds West, a distance of 97.07 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 78.07 feet; thence North 34 degrees 28 minutes 42 seconds East, a distance of 82.41 feet, to the Point of Beginning, containing 0.54 acres, more or less.

Newby – Instrument Number 2003-081707

Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, more described as follows: Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 27 minutes 32 seconds East (assumed bearing) along the West line of said Quarter Section 723.31 feet; thence North 89 degrees 32 minutes 28 seconds East 103.19 feet; thence North 49 degrees 00 minutes 38 seconds East 184.75 feet; thence North 87 degrees 29 minutes 17 seconds East 85.82 feet to the Beginning Point of this description; thence North 00 degrees 34 minutes 45 seconds West 53.22 feet; thence North 34 degrees 28 minutes 42 seconds East 512.13 feet; thence South

19 degrees 14 minutes 00 seconds East 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West 30.66; thence South 48 degrees 16 minutes 03 seconds West 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West 121.23 feet to the Point of Beginning, containing 1.751 acres, more or less.

A part of Newby – Book 299, Page 645

A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, bounded as follows: Beginning at the Northwest corner of said Northeast Quarter and run thence East 72 rods 16 links, South 64 rods, West 72 rods 16 links, North 64 rods to the place of beginning, containing 28 acres, more or less.

Vision Investment & Trading, LLC - -Instrument Number 2013-35676

Parcel I: A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows: Commencing at a 5/8" iron rod at the Northwest corner of the Northeast Quarter of said Section; thence North 89°44'02" East (assumed bearing) along the North line of the Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24°25'23" East, a distance of 110.09 feet; thence South 34°28'42" West, a distance of 29.90 feet to the point of beginning; thence South 19°14'00" East, a distance of 234.01 feet; thence South 00°47'13" West, a distance of 30.66 feet; thence South 48°16'03" West, a distance of 328.20 feet; thence South 87°29'17" West, a distance of 213.26 feet; thence North 00°10'46" West, a distance of 221.19 feet; thence North 21°02'46" East, a distance of 44.62 feet; thence North 00°15'58" West, a distance of 19.01 feet, to a point on a curve to the right the radius point of which lies North 89°44'02" East, a distance of 75.00 feet; thence along said curve an arc distance of 72.28 feet to a point lying North 34°01'59" West, a distance of 75.00 feet from said radius point; thence North 54°57'06" East, a distance of 24.20 feet; thence South 34°01'59" East, a distance of 30.46 feet; thence North 89°44'02" East, a distance of 251.00 feet; thence North 00°15'58" West, a distance of 78.07 feet; thence North 34°28'42" East, a distance of 82.41 feet, to the point of beginning, containing 2.972 acres, more or less.

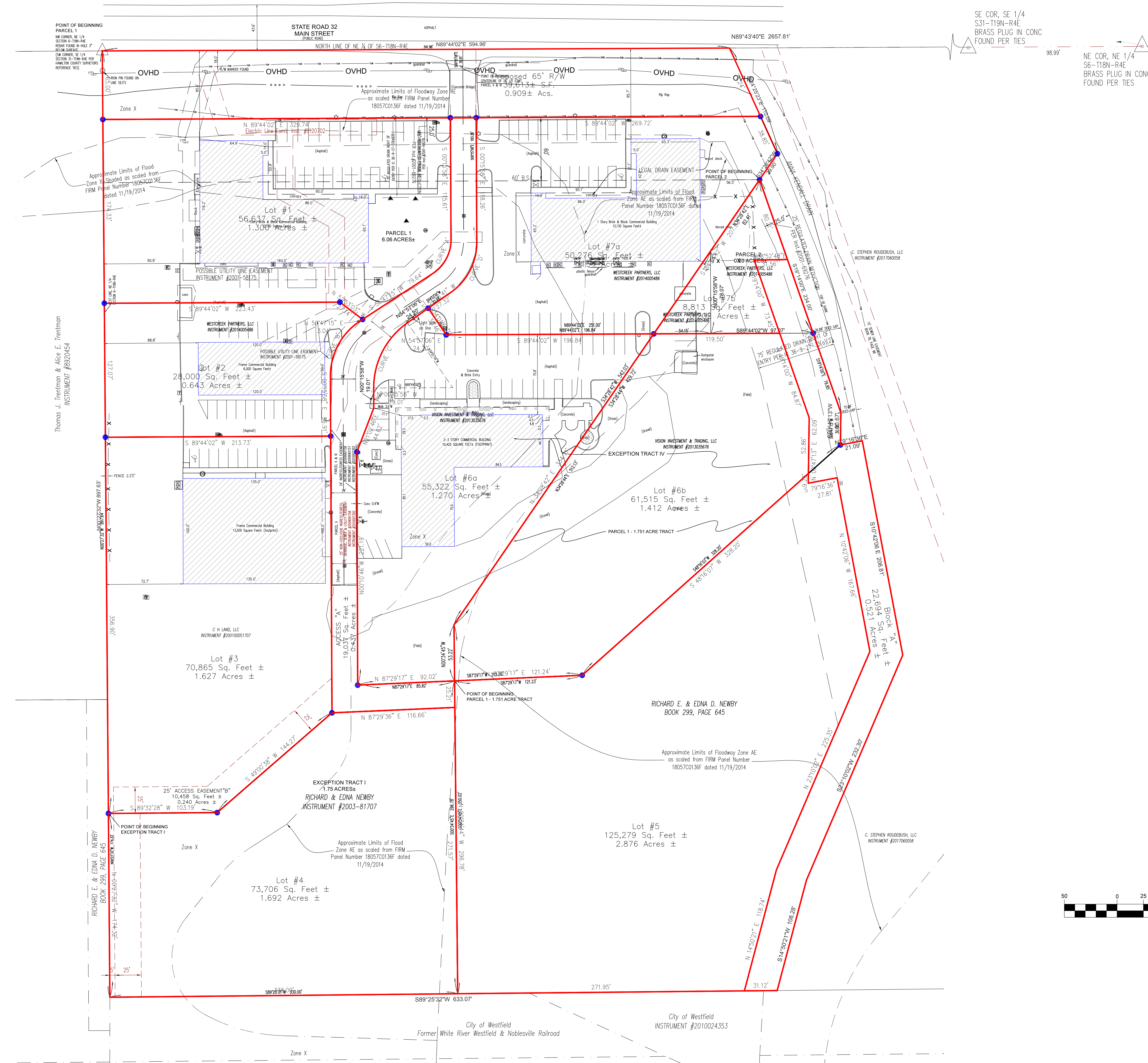
EXCEPT: A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana being more particularly described as follows: Commencing at the 5/8 inch iron rod at the Northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing), along the North line of Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24 degrees 25 minutes 23 seconds East, a distance of 110.09 feet; thence South 34 degrees 28 minutes 42 seconds West, a distance of 29.90 feet to the Point of Beginning; thence South 19 degrees 14 minutes 00 seconds East, a distance of 154.16 feet; thence South 89 degrees 44 minutes 02 seconds West, a distance of 97.07 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 78.07 feet; thence North 34 degrees 28 minutes 42 seconds East, a distance of 82.41 feet, to the Point of Beginning, containing 0.054 acres, more or less.

Parcel II: A non-exclusive easement for Ingress/Egress, Drainage, Sewer & Utility easement set out in a Special-Warranty Deed dated September 9, 2009 and recorded October 12, 2009 in Instrument No. 2009061158 in the Office of the Recorder of Hamilton County, Indiana.

Parcel III: A Declaration Establishing Easement and Providing Maintenance dated September 9, 2009 and recorded October 21, 2009 in Instrument No. 2009061157 in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B
CONCEPT PLAN

CONCEPT PLAN
Westfield Center



Land Descriptions
WestCreek Partners - Instrument Number 2014-05486
Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, located in Washington Township, Hamilton County, Indiana, being described as follows:
Beginning at the 5/8" iron rod at the Northwest corner of the Northeast Quarter of Section 6, Township 18 North, Range 4 East; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing) 594.96 feet on and along the North line of said Northeast Quarter of the Northeast corner of a tract of real estate described in Instrument #2987874, in the Office of the Recorder of Hamilton County, Indiana; thence South 24 degrees 25 minutes 23 seconds East 110.09 feet on and along a Westerly line of said tract to an 5/8" iron rod with yellow cap stamped "Miller Surveying"; thence South 34 degrees 28 minutes 42 seconds East 350.02 feet to a 5/8" iron rod with yellow cap stamped "Miller Surveying"; thence South 00 degrees 34 minutes 45 seconds East 350.02 feet to a 5/8" iron rod with yellow cap stamped "Miller Surveying" on the North right-of-way line of the Central Indiana Railroad; thence South 89 degrees 25 minutes 31 seconds West 330.00 feet to a 5/8" iron rod with yellow cap stamped "Miller Surveying"; at the Point of Intersection of said North right-of-way line and the West line of the Northeast Quarter; thence North 00 degrees 27 minutes 32 seconds West 897.64 feet to the Point of Beginning, containing 9.03 acres, more or less.

AND
Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, more described as follows: Commencing at the Northwest corner of said Quarter Section; thence South 00 degrees 27 minutes 32 seconds East (assumed bearing) along the West line of said Quarter Section 723.31 feet; thence North 89 degrees 32 minutes 28 seconds East (assumed bearing) along the West line of said Quarter Section 723.31 feet; thence North 89 degrees 32 minutes 28 seconds East 103.19 feet; thence North 49 degrees 00 minutes 38 seconds East 184.75 feet; thence North 87 degrees 29 minutes 17 seconds East 85.82 feet to the Beginning Point of this description; thence North 00 degrees 34 minutes 45 seconds West 532.22 feet; thence North 34 degrees 28 minutes 42 seconds East 512.13 feet; thence South 19 degrees 14 minutes 00 seconds East 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West 30.66 feet; thence South 48 degrees 16 minutes 03 seconds West 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West 121.23 feet to the Point of Beginning, containing 1.751 acres, more or less.

EXCEPTING FROM THE ABOVE PARCEL 1 the following two (2) tracts described as follows:
Tract I: Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, more described as follows: Commencing at the Northwest corner of said Quarter Section; thence South 00 degrees 27 minutes 32 seconds East (assumed bearing) along the West line of said Quarter Section 723.31 feet to the Beginning Point of this description; thence North 89 degrees 32 minutes 28 seconds East 103.19 feet; thence North 49 degrees 00 minutes 38 seconds East 184.75 feet; thence North 87 degrees 29 minutes 17 seconds East 85.82 feet; thence South 00 degrees 34 minutes 45 seconds East 296.78 feet to the North right-of-way line of the abandoned Central Indiana Railroad; thence South 89 degrees 25 minutes 31 seconds West along said right-of-way line 330.00 feet to a point on said West line; thence North 00 degrees 27 minutes 32 seconds West along said West line 174.33 feet to the Point of Beginning, containing 1.751 acres, more or less.

AND FURTHER EXCEPTING TRACT IV: Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, located in Washington Township, Hamilton County, Indiana, being described as follows:
Beginning at the 5/8" iron rod at the Northwest corner of said Section; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing) along the North line of the Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24 degrees 25 minutes 23 seconds East, a distance of 110.09 feet; thence South 34 degrees 28 minutes 42 seconds West, a distance of 29.90 feet, to the Point of Beginning; thence South 19 degrees 14 minutes 00 seconds East, a distance of 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West, a distance of 30.66 feet; thence South 48 degrees 16 minutes 03 seconds West, a distance of 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West, a distance of 213.26 feet; thence North 00 degrees 10 minutes 46 seconds West, a distance of 221.19 feet; thence North 21 degrees 02 minutes 46 seconds East, a distance of 44.62 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 19.01 feet, to a point on a curve to the right the radius point of which lies North 89 degrees 44 minutes 02 seconds East, a distance of 75.00 feet; thence along said curve on an arc distance of 72.28 feet, to a point lying North 34 degrees 01 minute 50 seconds West, a distance of 75.00 feet from said radius point; thence North 34 degrees 57 minutes 06 seconds East, a distance of 24.20 feet; thence South 34 degrees 01 minute 59 seconds East, a distance of 30.46 feet; thence North 89 degrees 44 minutes 02 seconds East, a distance of 250.00 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 78.07 feet; thence North 34 degrees 28 minutes 42 seconds East, a distance of 82.41 feet, to the Point of Beginning, containing 2.972 acres, more or less.

AND
PARCEL 2:
Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:
Commencing at the 3/4 inch iron rod at the Northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing), along the North line of the Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24 degrees 25 minutes 23 seconds East, a distance of 110.09 feet; thence South 34 degrees 28 minutes 42 seconds West, a distance of 29.90 feet, to the Point of Beginning; thence South 19 degrees 14 minutes 00 seconds East, a distance of 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West, a distance of 30.66 feet; thence South 48 degrees 16 minutes 03 seconds West, a distance of 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West, a distance of 213.26 feet; thence North 00 degrees 10 minutes 46 seconds West, a distance of 221.19 feet; thence North 21 degrees 02 minutes 46 seconds East, a distance of 44.62 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 19.01 feet, to the Point of Beginning, containing 0.54 acres, more or less.

Newby - Instrument Number 2003-810707
Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, more described as follows: Commencing at the Northwest corner of said Quarter Section; thence South 00 degrees 27 minutes 32 seconds East (assumed bearing) along the West line of said Quarter Section 723.31 feet; thence North 89 degrees 32 minutes 28 seconds East 103.19 feet; thence North 49 degrees 00 minutes 38 seconds East 184.75 feet; thence North 87 degrees 29 minutes 17 seconds East 85.82 feet to the Beginning Point of this description; thence North 00 degrees 34 minutes 45 seconds West 532.22 feet; thence North 34 degrees 28 minutes 42 seconds East 512.13 feet; thence South 19 degrees 14 minutes 00 seconds East 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West 30.66 feet; thence South 48 degrees 16 minutes 03 seconds West 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West 121.23 feet to the Point of Beginning, containing 1.751 acres, more or less.

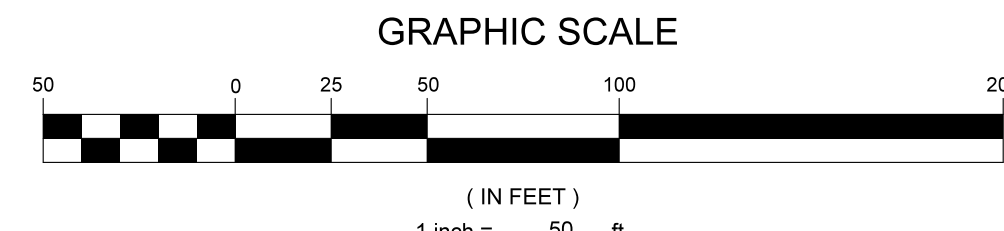
A part of Newby - Book 299, Page 645
A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, bounded as follows: Beginning at the Northwest corner of said Northeast Quarter and run thence East 72 rods 16 links, South 64 rods, West 72 rods 16 links, North 64 rods to the place of beginning, containing 28 acres, more or less.

Vision Investment & Trading, LLC - Instrument Number 2013-356767
Parcel I: A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows: Commencing at a 5/8" iron rod at the Northwest corner of the Northeast Quarter of said Section; thence North 89°44'02" East (assumed bearing) along the North line of the Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24°25'23" East, a distance of 110.09 feet; thence South 34°28'42" West, a distance of 29.90 feet to the point of beginning; thence South 19°14'00" East, a distance of 234.01 feet; thence South 00°47'13" West, a distance of 30.66 feet; thence South 48°16'03" West, a distance of 328.20 feet; thence South 87°29'17" West, a distance of 213.26 feet; thence North 00°10'46" West, a distance of 221.19 feet; thence North 21°02'46" East, a distance of 44.62 feet; thence North 00°15'58" West, a distance of 19.01 feet, to a point on a curve to the right the radius point of which lies North 89°44'02" East a distance of 75.00 feet; thence along said curve on an arc distance of 72.28 feet to a point lying North 34°01'50" West a distance of 75.00 feet from said radius point; thence North 34°57'06" East, a distance of 24.20 feet; thence South 34°01'59" East, a distance of 30.46 feet; thence North 89°44'02" East, a distance of 250.00 feet; thence North 00°15'58" West, a distance of 78.07 feet; thence North 34°28'42" East, a distance of 82.41 feet, to the point of beginning, containing 2.972 acres, more or less.

EXCEPT: A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana being more particularly described as follows: Commencing at the 3/4 inch iron rod at the Northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 44 minutes 02 seconds East (assumed bearing), along the North line of Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24 degrees 25 minutes 23 seconds East, a distance of 110.09 feet; thence South 34 degrees 28 minutes 42 seconds West, a distance of 29.90 feet to the Point of Beginning; thence South 19 degrees 14 minutes 00 seconds East, a distance of 234.01 feet; thence South 00 degrees 47 minutes 13 seconds West, a distance of 30.66 feet; thence South 48 degrees 16 minutes 03 seconds West, a distance of 328.20 feet; thence South 87 degrees 29 minutes 17 seconds West, a distance of 213.26 feet; thence North 00 degrees 10 minutes 46 seconds West, a distance of 221.19 feet; thence North 21 degrees 02 minutes 46 seconds East, a distance of 44.62 feet; thence North 00 degrees 15 minutes 58 seconds West, a distance of 19.01 feet; thence North 34 degrees 28 minutes 42 seconds East, a distance of 82.41 feet; to the Point of Beginning, containing 0.054 acres, more or less.

Parcel II: A non-exclusive easement for Ingress/Egress, Drainage, Sewer & Utility easement set out in a Special Warranty Deed dated September 9, 2009 and recorded October 12, 2009 in Instrument No. 2009061158 in the Office of the Recorder of Hamilton County, Indiana.

Parcel III: A Declaration Establishing Easement and Providing Maintenance dated September 9, 2009 and recorded October 21, 2009 in Instrument No. 2009061151 in the Office of the Recorder of Hamilton County, Indiana.



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Land Surveyors • Civil Design
Construction Layout
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Phone: 317.844.3333 Fax: 317.844.3383
www.seagroupinc.com info@seagroupinc.com

701-789 EAST MAIN STREET
WESTFIELD, INDIANA 46074

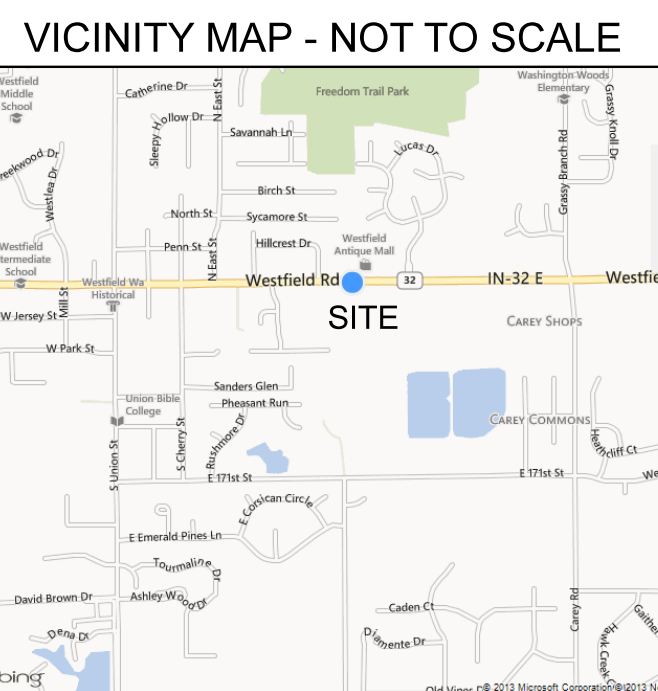
PROJECT LOCATED IN:
SECTION 6 - TOWNSHIP 18 NORTH - RANGE 4 EAST
WASHINGTON TOWNSHIP, HAMILTON COUNTY

PRIMARY PLAT

PREPARED FOR:
WESTCREEK PARTNERS, LLC
34 W RAMPART STREET
SHELBYVILLE, IN 46176

REV. #	DATE	REV. DESC.
1	5/30/19	per Plan Commission comments

DRAWING LEGEND	
SEA GROUP MONUMENT SET	EXISTING METAL-TYPE FENCE
RIGHT OF WAY MARKER	EXISTING WOOD-TYPE FENCE
SURVEY MARKER FOUND	WTR - UNDERGROUND WATER LINES
SECTION CORNER (AS NOTED)	STM - UNDERGROUND STORM SEWER
BEE-HIVE INLET	SAN - UNDERGROUND SANITARY SEWER
CURB INLET	OVHD - OVERHEAD UTILITY
URDRAINAGE INLET	SECTION LINE (AS NOTED)
CURB INLET	CENTERLINE (AS NOTED)
STORM SEWER MANHOLE	EASEMENT (AS NOTED)
MANHOLE	REAL ESTATE LINES (AS NOTED)
SANITARY SEWER MANHOLE	SUBJECT REAL ESTATE SURVEY LINE (AS NOTED)
CLEAN OUT	EXISTING CONC. CURB (AS NOTED)
HANDICAPPED PARKING SPOT	TIE - TIP OF BANK
	EXISTING ROWLINE
	GAS VALVE
	GAS METER
	SIGN
	AIR CONDITIONER
	UTILITY POLE
	ELECTRIC METER
	ELECTRIC UTILITY
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	MAIL BOX



Approved By: BCR
Drawn By: Br/HMP
Date of Last Field Work:
Date Plotted:

Reference #: C13-7978

Project Number:
C18-4169
Sheet Number :
1 of 1

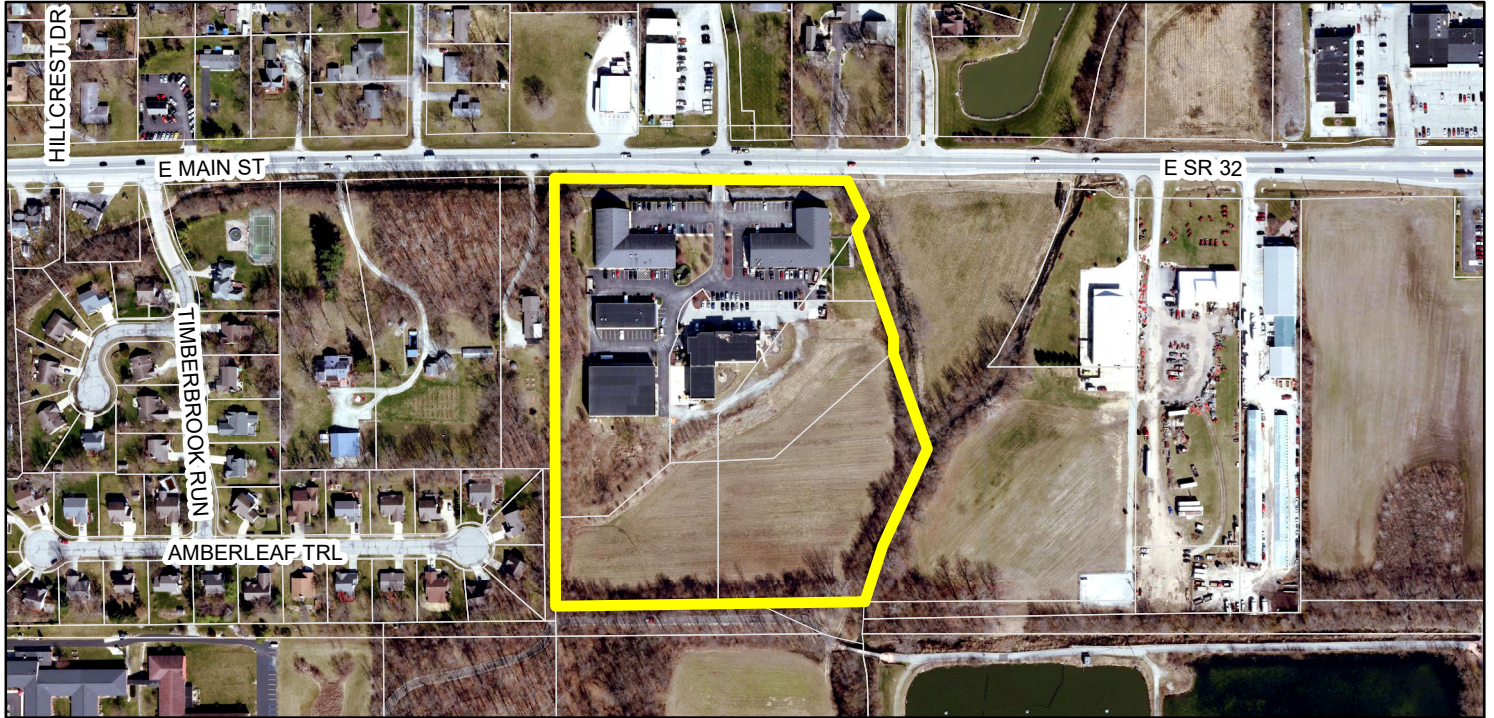


Property Location Map
Westfield Center PUD
Planned Unit Development
1905-PUD-10

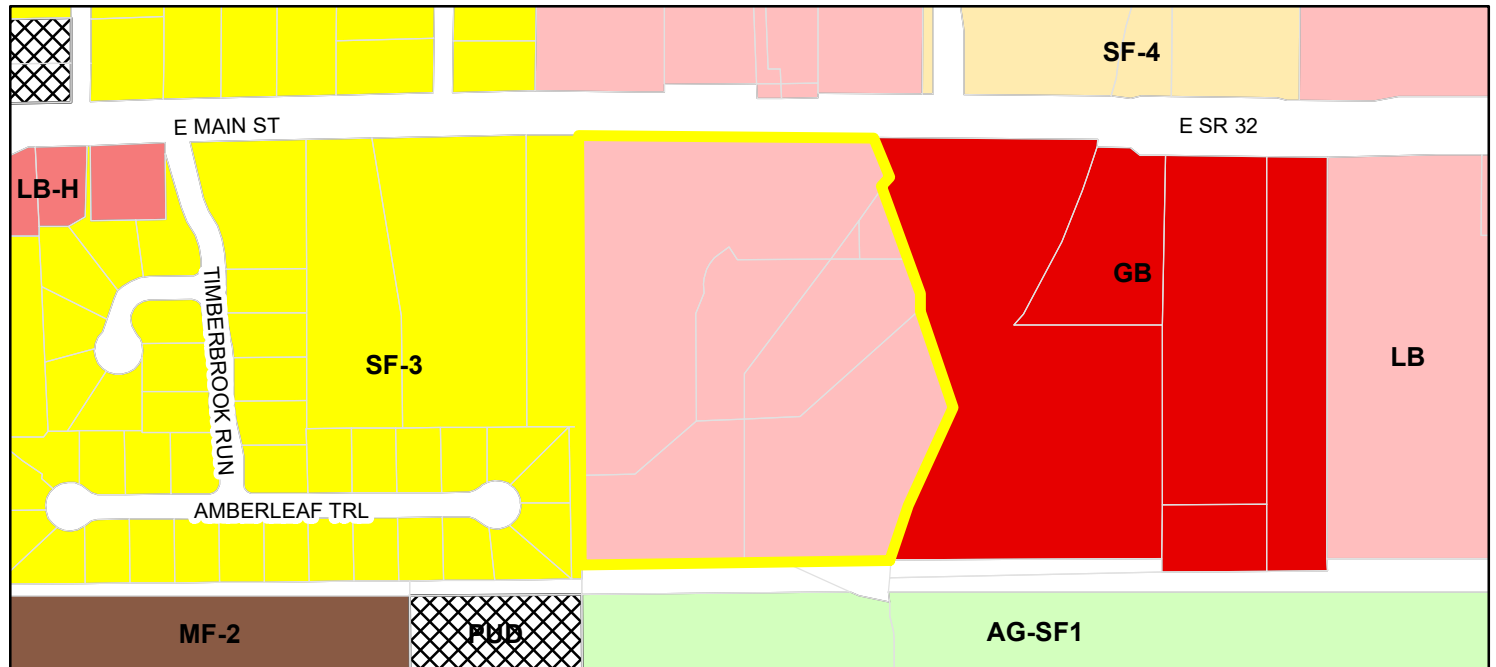


Aerial Location Map

Site

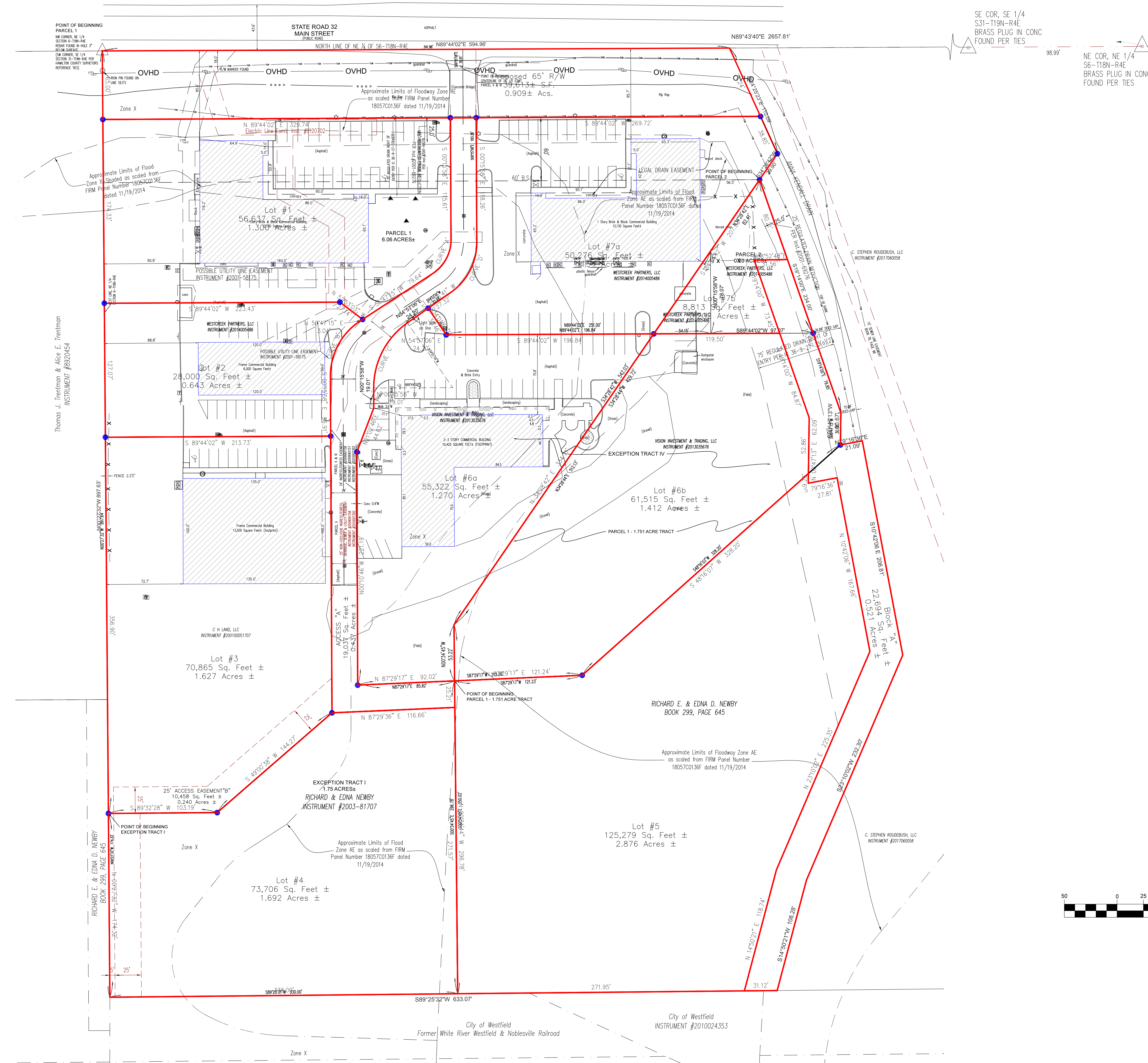


Zoning Map



Parcel	LB-H (Local Business - Historical)
Zoning - All	MF-2 (Multiple Family - 2)
Zoning	PUD (Planned Unit Development)
AG-SF1 (Agriculture - Single Family - 1)	SF-3 (Single Family - 3)
GB (General Business)	SF-4 (Single Family - 4)
LB (Local Business)	

CONCEPT PLAN
Westfield Center



Land Descriptions
WestCreek Partners - Instrument Number 2014-05486
Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, located in Washington Township, Hamilton County, Indiana, being described as follows:
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Newby - Instrument Number 2003-81707
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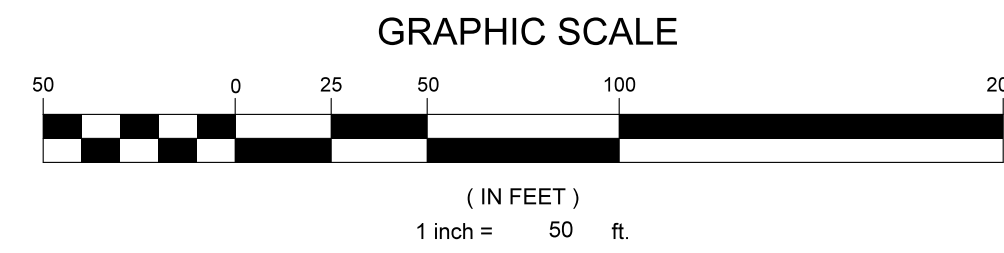
A part of Newby - Book 299, Page 645
A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, bounded as follows: Beginning at the Northeast corner of said Northeast Quarter and run thence East 72 rods 16 links, South 64 rods, West 72 rods 16 links, North 64 rods to the place of beginning, containing 28 acres, more or less.

Vision Investment & Trading, LLC - Instrument Number 2013-35676
Parcel I: A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows: Commencing at a 5/8" iron rod at the Northwest corner of the Northeast Quarter of said Section; thence North 89°44'02" East (assumed bearing) along the North line of the Northeast Quarter of said Section, a distance of 594.96 feet; thence South 24°25'23" East, a distance of 110.09 feet; thence South 34°28'42" West, a distance of 29.90 feet to the point of beginning; thence South 19°14'00" East, a distance of 234.01 feet; thence South 00°47'13" West, a distance of 30.66 feet; thence South 48°16'03" West, a distance of 328.20 feet; thence South 87°29'17" West, a distance of 213.26 feet; thence North 00°10'46" West, a distance of 221.19 feet; thence North 21°02'46" East, a distance of 44.62 feet; thence North 00°15'58" West, a distance of 19.01 feet, to a point on a curve to the right the radius point of which lies North 89°44'02" East a distance of 75.00 feet; thence along said curve on an arc distance of 72.28 feet to a point lying North 34°01'59" West a distance of 75.00 feet from said radius point; thence North 34°57'06" East, a distance of 24.20 feet; thence South 34°01'59" East, a distance of 30.46 feet; thence North 89°44'02" East, a distance of 250.00 feet; thence North 00°15'58" West, a distance of 78.07 feet; thence North 34°28'42" East, a distance of 82.41 feet, to the point of beginning, containing 2.972 acres, more or less.

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Parcel II: A non-exclusive easement for Ingress/Egress, Drainage, Sewer & Utility easement set out in a Special Warranty Deed dated September 9, 2009 and recorded October 12, 2009 in Instrument No. 2009061158 in the Office of the Recorder of Hamilton County, Indiana.

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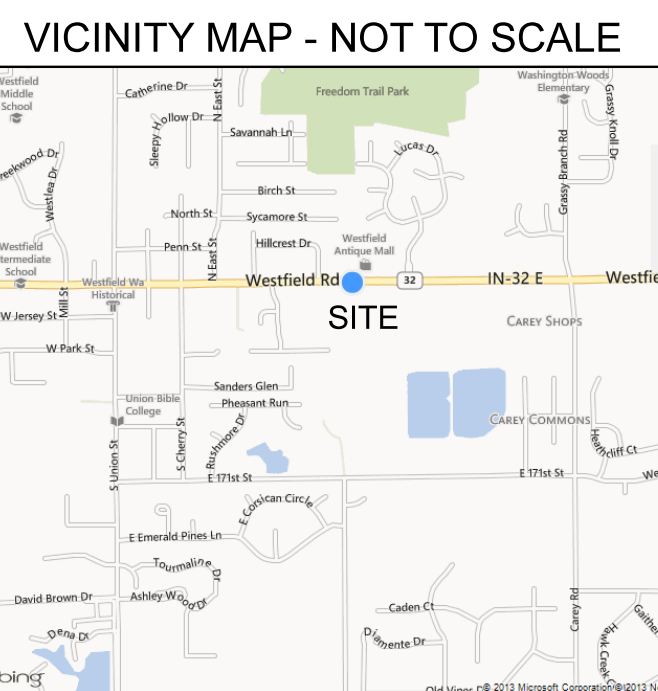
PROJECT LOCATED IN:
SECTION 6 - TOWNSHIP 18 NORTH - RANGE 4 EAST
WASHINGTON TOWNSHIP, HAMILTON COUNTY

PRIMARY PLAT

PREPARED FOR:
WESTCREEK PARTNERS, LLC
34 W RAMPART STREET
SHELBYVILLE, IN 46176

REV. #	DATE	REV. DESC.
1	5/30/19	per Plan Commission comments

DRAWING LEGEND	
SEA GROUP MONUMENT SET	EXISTING METAL-TYPE FENCE
RIGHT OF WAY MARKER	EXISTING WOOD-TYPE FENCE
SURVEY MARKER FOUND	WTR - UNDERGROUND WATER LINES
SECTION CORNER (AS NOTED)	STM - UNDERGROUND STORM SEWER
BEE-HIVE INLET	SAN - UNDERGROUND SANITARY SEWER
CURB INLET	OVHD - OVERHEAD UTILITY
URBANE INLET	SECTION LINE (AS NOTED)
STORM SEWER MANHOLE	CENTERLINE (AS NOTED)
MANHOLE	EASEMENT (AS NOTED)
SANITARY SEWER MANHOLE	REAL ESTATE LINES (AS NOTED)
CLEAN OUT	SUBJECT REAL ESTATE SURVEY LINE (AS NOTED)
HANDICAPPED PARKING SPOT	EXISTING CONC. CURB (AS NOTED)
	TIE - TIP OF BANK
	EXISTING ROWLINE
	GAS VALVE
	GAS METER
	SIGN
	AIR CONDITIONER
	UTILITY POLE
	ELECTRIC METER
	ELECTRIC UTILITY
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	MAIL BOX



Approved By: BCR
Drawn By: Br/HMP
Date of Last Field Work:
Date Plotted:

Reference #: C13-7978

Project Number:
C18-4169
Sheet Number :

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 10, 2019

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 35 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 10 day of June, 2019

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: 05/10/19..06/04/19

6/4/2019 3:57 PM

Page 1 of 35

WESTFIELD\KGAGNON

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Administration										
		VEN002346	R Adams Roofing Inc	APP061507	5/10/2019	101001343	ADM-BUILDING	DWA roof repair	4,990.00	66691	5/13/2019
		VEN001887	TC Propertys	APP061508	5/10/2019	101001343	ADM-BUILDING	Vision Stmt	225.00	66709	5/13/2019
		VEN001953	Thomson West	APP061515	5/10/2019	101001330	ADM-ATTORNEY/CONSULTA	West Information charges	172.11	66719	5/13/2019
		VEN000263	Bose Public Affairs Group LLC	APP061516	5/10/2019	101001331	ADM-CONSULTING	Ec Dev service for March	5,000.00	66608	5/13/2019
		VEN005661	Barnes and Thornburg LLP	APP061517	5/10/2019	101001331	ADM-CONSULTING		5,000.00	66600	5/13/2019
		VEN001264	Love At First Sight	APP061518	5/10/2019	101001347	ADM-PROMOTIONS	Sympathy	223.00	66673	5/13/2019
		VEN002336	Citizens Westfield	APP061541	5/10/2019	101001342	ADM-WATER/SEWER	Old Historical Society	69.86	66587	5/10/2019
		VEN002336	Citizens Westfield	APP061541	5/10/2019	101001342	ADM-WATER/SEWER	City Hall	81.86	66587	5/10/2019
		VEN002336	Citizens Westfield	APP061541	5/10/2019	101001342	ADM-WATER/SEWER	Old Clinic House	70.63	66587	5/10/2019
		VEN002336	Citizens Westfield	APP061542	5/10/2019	101001328	ADM-HEAT/GAS	Old Clinic House	66.39	66588	5/10/2019
		VEN002336	Citizens Westfield	APP061542	5/10/2019	101001328	ADM-HEAT/GAS	DWA	113.87	66588	5/10/2019
		VEN002336	Citizens Westfield	APP061542	5/10/2019	101001342	ADM-WATER/SEWER	DWA	70.63	66588	5/10/2019
		VEN005845	Kinetrex Energy	APP061564	5/10/2019	101001328	ADM-HEAT/GAS	Heat	113.45	66665	5/13/2019
		VEN001537	Payroll	APP061599	5/15/2019	101001111	ADM-SALARY	Payroll	10,118.86	500000442	5/17/2019
		VEN001537	Payroll	APP061599	5/15/2019	101001120	ADM-FICA /MEDICARE	FICA	606.42	500000442	5/17/2019
		VEN001537	Payroll	APP061599	5/15/2019	101001120	ADM-FICA /MEDICARE	Medicare	141.84	500000442	5/17/2019
		VEN001537	Payroll	APP061599	5/15/2019	101001121	ADM-PERF	PERF	1,010.72	500000442	5/17/2019
		VEN000589	Duke Energy	APP061653	5/17/2019	101001341	ADM-ELECTRICITY	Electric	468.92	66737	5/17/2019
		VEN002336	Citizens Westfield	APP061656	5/16/2019	101001328	ADM-HEAT/GAS	Gas heat	254.43	66738	5/17/2019
		VEN003729	Metronet	APP061663	5/17/2019	101001343	ADM-BUILDING	City Hall	59.17	66744	5/17/2019
		VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101001119	ADM-HEALTH/DENTAL	Medical Ins Corp	2,442.89	66750	5/21/2019
		VEN000534	Delta Dental	APP061745	5/22/2019	101001119	ADM-HEALTH/DENTAL	Dental Ins	97.78	66752	5/22/2019
		VEN001676	Riverview Hospital	APP061819	5/24/2019	101001119	ADM-HEALTH/DENTAL	Riverview Clinic	163.92	66755	5/24/2019
		VEN001537	Payroll	APP061838	5/28/2019	101001111	ADM-SALARY	sal	8,949.02	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101001120	ADM-FICA /MEDICARE	fica	533.88	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101001120	ADM-FICA /MEDICARE	med	124.89	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101001121	ADM-PERF	perf	1,010.74	500000444	5/29/2019
		VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101001119	ADM-HEALTH/DENTAL	Life Ins	7.96	66759	5/31/2019
		VEN000263	Bose Public Affairs Group LLC	APP062047	6/4/2019	101001331	ADM-CONSULTING	Monthly Strategic Comm 3500	3,500.00		
		VEN001469	O W Krohn and Associates	APP062114	6/4/2019	101001331	ADM-CONSULTING	March services	1,618.75		
		VEN001469	O W Krohn and Associates	APP062114	6/4/2019	101001331	ADM-CONSULTING	April services	3,832.50		
		VEN000832	Hamilton Co Leadership Academy	APP062115	6/4/2019	101001347	ADM-PROMOTIONS	Leadership Summit table	600.00		

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Fund No.	Fund Name								
101	General								
Administration									
VEN001489	O W Krohn and Associates	APP062116	6/4/2019	101001331	ADM-CONSULTING	Wheeler Landing project	3,825.00		
VEN001489	O W Krohn and Associates	APP062117	6/4/2019	101001331	ADM-CONSULTING	Wheeler Landing project	1,237.50		
VEN007108	Lynnda Petersen	APP062118	6/4/2019	101001343	ADM-BUILDING	Heirloom Garden	343.70		
VEN000849	Hamilton County Treasurer	APP062121	6/4/2019	101001349	ADM-SERVICES	2019 Primary Election	16,438.02		
VEN000595	DWA	APP062122	6/4/2019	101001349	ADM-SERVICES	2nd quart DWA	7,500.00		
VEN006821	Archer Company	APP062123	6/4/2019	101001331	ADM-CONSULTING	Progress billing	8,500.00		
VEN000695	Financial Solutions Group	APP062124	6/4/2019	101001331	ADM-CONSULTING	Legislative Assistance	1,870.00		
VEN006494	Pure Water Partners	APP062127	6/4/2019	101001223	ADM-OFFICE SUPPLIES	Water for CSC	180.00		
VEN006494	Pure Water Partners	APP062129	6/4/2019	101001223	ADM-OFFICE SUPPLIES	Water at CSC	90.00		
VEN001953	Thomson West	APP062130	6/4/2019	101001330	ADM-ATTORNEY/CONSULTA	West Information Charges	172.11		
VEN000263	Bose Public Affairs Group LLC	APP062131	6/4/2019	101001331	ADM-CONSULTING	Ec Dev April services	5,000.00		
VEN006141	Westfield Restaurant Group LLC	APP062132	6/4/2019	101001347	ADM-PROMOTIONS	Kickball lunch	1,320.00		
Subtotal for Administration							98,215.82		
Police									
VEN005845	Kinetrex Energy	APP061564	5/10/2019	101002328	POLICE-HEAT/GAS	Heat	259.37	66665	5/13/2019
VEN001537	Payroll	APP061599	5/15/2019	101002111	POLICE-SALARY	Payroll	159,621.13	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101002120	POLICE-FICA/MEDICARE	FICA	9,526.37	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101002120	POLICE-FICA/MEDICARE	Medicare	2,227.90	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101002121	POLICE-PERF	PERF	24,693.73	500000442	5/17/2019
VEN000589	Duke Energy	APP061653	5/17/2019	101002341	POLICE-ELECTRICITY	Electric	2,336.76	66737	5/17/2019
VEN002336	Citizens Westfield	APP061656	5/16/2019	101002328	POLICE-HEAT/GAS	Gas heat	265.68	66738	5/17/2019
VEN003729	Metronet	APP061662	5/17/2019	101002335	POLICE-TELEPHONE	PSB	58.04	66743	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101002119	POLICE-HEALTH/DENTAL	Medical Ins Corp	62,267.51	66750	5/21/2019
VEN002035	US Uniform and Supply	APP061721	5/21/2019	101002229	POLICE-UNIFORMS	Uniforms - Swiatkowski	145.90		
VEN002035	US Uniform and Supply	APP061721	5/21/2019	101002229	POLICE-UNIFORMS	New Hire Uniform - Adley	2,452.66		
VEN005007	Herrmann Veterinary Clinic	APP061722	5/21/2019	101002355	POLICE-K-9 MAINT	K9 Exam - Scout	32.80		
VEN002336	Citizens Westfield	APP061723	5/14/2019	101002342	POLICE-WATER/SEWER	Fire Service Charges	92.77	66751	5/21/2019
VEN006196	Yellow Dog Veterinary Clinic	APP061724	5/21/2019	101002355	POLICE-K-9 MAINT	Interceptor, NEXGARD - Pilot	212.32		
VEN001555	Pet Supplies Plus	APP061727	5/14/2019	101002355	POLICE-K-9 MAINT	Dog Food	61.98		
VEN001555	Pet Supplies Plus	APP061727	5/14/2019	101002355	POLICE-K-9 MAINT	Dog Food	61.98		
VEN001856	Sun Badge Co	APP061728	5/14/2019	101002229	POLICE-UNIFORMS	Uniform Badges	788.50		
VEN000777	Glass America	APP061730	5/15/2019	101002360	POLICE-VEHICLE REPAIR	Windshield	441.69		

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Fund No.	Fund Name								
101	General								
	Police								
VEN002028	UPS	APP061731	5/15/2019	101002333	POLICE-POSTAGE	Shipping	20.12		
VEN004513	Evident	APP061732	5/14/2019	101002224	POLICE-OPERATING SUPPLI	Evidence/Proterty Room Supp	377.00		
VEN000534	Delta Dental	APP061745	5/22/2019	101002119	POLICE-HEALTH/DENTAL	Dental Ins	2,843.75	66752	5/22/2019
VEN000314	C.A.R. Clinic	APP061813	5/24/2019	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	8,195.57		
VEN000314	C.A.R. Clinic	APP061813	5/24/2019	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	4,344.31		
VEN001676	Riverview Hospital	APP061819	5/24/2019	101002119	POLICE-HEALTH/DENTAL	Riverview Clinic	3,716.02	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	101002111	POLICE-SALARY	sal	164,033.43	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101002119	POLICE-HEALTH/DENTAL	hsa	166.66	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101002120	POLICE-FICA/MEDICARE	fica	9,797.33	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101002120	POLICE-FICA/MEDICARE	med	2,291.29	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101002121	POLICE-PERF	perf	25,297.90	500000444	5/29/2019
VEN005572	Testing for Public Safety	APP061934	5/31/2019	101002349	POLICE-SERVICES	New Hire Testing	450.00		
VEN006222	SuperFleet Master Card	APP061937	5/31/2019	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	335.27		
VEN000942	Imagery LLC	APP061939	5/31/2019	101002229	POLICE-UNIFORMS	Polo Shirts	259.38		
VEN000345	Cave and Company Printing	APP061940	5/31/2019	101002337	POLICE-PRINTING	Business Cards	59.63		
VEN000345	Cave and Company Printing	APP061940	5/31/2019	101002337	POLICE-PRINTING	Print Tow Slips	201.00		
VEN004910	NASRO	APP061941	5/31/2019	101002350	POLICE-SUBSCRIPTIONS/D	Membership Dues - Doughert	40.00		
VEN002035	US Uniform and Supply	APP061942	5/31/2019	101002229	POLICE-UNIFORMS	Summer Uniforms - Doughert	174.94		
VEN002035	US Uniform and Supply	APP061942	5/31/2019	101002229	POLICE-UNIFORMS	Uniform Belt - Hopkins	59.95		
VEN002353	Boldens Cleaners	APP061943	5/31/2019	101002229	POLICE-UNIFORMS	Dry Cleaning	864.69		
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101002119	POLICE-HEALTH/DENTAL	Life Ins	216.85	66759	5/31/2019
VEN001988	Travelers	APP062042	6/4/2019	101002339	POLICE-INSURANCE	Miller	46.80		
VEN005272	SHI International	APP062044	6/4/2019	101002472	POLICE-EQUIPMENT	Command Vehicle Cooling M	150.00		
VEN005272	SHI International	APP062044	6/4/2019	101002472	POLICE-EQUIPMENT	Command Vehicle Air Condi	406.17		
VEN005272	SHI International	APP062044	6/4/2019	101002472	POLICE-EQUIPMENT	Command Vehicle Rackmoun	59.60		
VEN002050	Verizon Wireless	APP062045	6/4/2019	101002349	POLICE-SERVICES	Obtain information from phon	50.00		
VEN002050	Verizon Wireless	APP062045	6/4/2019	101002349	POLICE-SERVICES	Obtain information from phon	50.00		
VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101002223	POLICE-OFFICE SUPPLIES	Paper	55.50		
	Subtotal for Police						490,110.25		
	Economic and Community Development								
VEN001537	Payroll	APP061599	5/15/2019	101003111	ECD-SALARY	Payroll	20,965.49	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101003120	ECD-FICA/MEDICARE	FICA	1,247.45	500000442	5/17/2019

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Fund No.	Fund Name									
101	General									
	Economic and Community Development									
	VEN001537	Payroll	APP061599	5/15/2019	101003120	ECD-FICA/MEDICARE	Medicare	291.74	500000442	5/17/2019
	VEN001537	Payroll	APP061599	5/15/2019	101003121	ECD-PERF	PERF	4,018.15	500000442	5/17/2019
	VEN002101	Westfield Economic Development Found	APP061672	5/16/2019	101003347	ECD-PROMOTIONS	Yellow Jeep Sponsor	2,000.00	66748	5/20/2019
	VEN005142	Brent Cline	APP061679	5/16/2019	101003334	ECD-TRAVEL/TRAINING/SE	Electrical training	11.16		
	VEN002165	Zachary Davis	APP061680	5/16/2019	101003334	ECD-TRAVEL/TRAINING/SE	Electrical training	14.10		
	VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101003119	ECD-HEALTH/DENTAL	Medical Ins Corp	11,360.92	66750	5/21/2019
	VEN000534	Delta Dental	APP061745	5/22/2019	101003119	ECD-HEALTH/DENTAL	Dental Ins	417.94	66752	5/22/2019
	VEN001676	Riverview Hospital	APP061819	5/24/2019	101003119	ECD-HEALTH/DENTAL	Riverview Clinic	682.75	66755	5/24/2019
	VEN001537	Payroll	APP061838	5/28/2019	101003111	ECD-SALARY	sal	22,135.33	500000444	5/29/2019
	VEN001537	Payroll	APP061838	5/28/2019	101003119	ECD-HEALTH/DENTAL	hsa	166.66	500000444	5/29/2019
	VEN001537	Payroll	APP061838	5/28/2019	101003120	ECD-FICA/MEDICARE	fica	1,319.97	500000444	5/29/2019
	VEN001537	Payroll	APP061838	5/28/2019	101003120	ECD-FICA/MEDICARE	med	308.72	500000444	5/29/2019
	VEN001537	Payroll	APP061838	5/28/2019	101003121	ECD-PERF	perf	4,018.16	500000444	5/29/2019
	VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101003119	ECD-HEALTH/DENTAL	Life Ins	51.74	66759	5/31/2019
	VEN002123	Westfield-Washington Schools	APP062049	6/4/2019	101003223	ECD-OFFICE SUPPLIES	Paper	27.75		
	VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101003223	ECD-OFFICE SUPPLIES	Paper	27.75		
	Subtotal for Economic and Community Development							69,065.78		
	Parks									
	VEN001537	Payroll	APP061599	5/15/2019	101005111	PARKS-SALARY	Payroll	8,829.24	500000442	5/17/2019
	VEN001537	Payroll	APP061599	5/15/2019	101005120	PARKS-FICA/MEDICARE	FICA	534.92	500000442	5/17/2019
	VEN001537	Payroll	APP061599	5/15/2019	101005120	PARKS-FICA/MEDICARE	Medicare	125.10	500000442	5/17/2019
	VEN001537	Payroll	APP061599	5/15/2019	101005121	PARKS-PERF	PERF	1,253.74	500000442	5/17/2019
	VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101005119	PARKS-HEALTH/DENTAL	Medical Ins Corp	2,946.01	66750	5/21/2019
	VEN000534	Delta Dental	APP061745	5/22/2019	101005119	PARKS-HEALTH/DENTAL	Dental Ins	142.62	66752	5/22/2019
	VEN001676	Riverview Hospital	APP061819	5/24/2019	101005119	PARKS-HEALTH/DENTAL	Riverview Clinic	197.00	66755	5/24/2019
	VEN001537	Payroll	APP061838	5/28/2019	101005111	PARKS-SALARY	sal	8,829.24	500000444	5/29/2019
	VEN001537	Payroll	APP061838	5/28/2019	101005120	PARKS-FICA/MEDICARE	fica	534.92	500000444	5/29/2019
	VEN001537	Payroll	APP061838	5/28/2019	101005120	PARKS-FICA/MEDICARE	med	125.11	500000444	5/29/2019
	VEN001537	Payroll	APP061838	5/28/2019	101005121	PARKS-PERF	perf	1,253.74	500000444	5/29/2019
	VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101005119	PARKS-HEALTH/DENTAL	Life Ins	15.92	66759	5/31/2019
	VEN005709	Service Sanitation Inc	APP062001	6/4/2019	101005476	PARKS-EQUIP LEASES	Deer Walk	95.00		

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Fund No.	Fund Name								
101	General								
	Parks								
VEN005709	Service Sanitation Inc	APP062001	6/4/2019	101005476	PARKS-EQUIP LEASES	3233 W 166th	80.00		
VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101005223	PARKS-OFFICE SUPPLIES	Paper	1.05		
	Subtotal for Parks						24,963.61		
	Economic Dev								
VEN001913	The Bridgewater Club LLC	APP061510	5/10/2019	101006347	ECONOMIC DEV-PROMOTIO	April stmt	693.81	66713	5/13/2019
VEN006908	Japan America Society of IN	APP061514	5/10/2019	101006350	ECONOMIC DEV-SUBSCRIP/	JASI 2019 membership ren	350.00	66659	5/13/2019
VEN001537	Payroll	APP061599	5/15/2019	101006111	ECONOMIC DEV-SALARY	Payroll	6,161.54	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101006120	ECONOMIC DEV-FICA/MEDI	FICA	379.68	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101006120	ECONOMIC DEV-FICA/MEDI	Medicare	88.79	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101006121	ECONOMIC DEV-PERF	PERF	874.94	500000442	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101006119	ECONOMIC DEV-HEALTH/DE	Medical Ins Corp	606.17	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101006119	ECONOMIC DEV-HEALTH/DE	Dental Ins	106.32	66752	5/22/2019
VEN001537	Payroll	APP061838	5/28/2019	101006111	ECONOMIC DEV-SALARY	sal	6,161.54	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101006120	ECONOMIC DEV-FICA/MEDI	fica	379.69	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101006120	ECONOMIC DEV-FICA/MEDI	med	88.79	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101006121	ECONOMIC DEV-PERF	perf	874.94	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101006119	ECONOMIC DEV-HEALTH/DE	Life Ins	7.96	66759	5/31/2019
VEN006234	CarisDesign	APP062119	6/4/2019	101006347	ECONOMIC DEV-PROMOTIO	GP Video Pckg 2019	2,500.00		
VEN007061	LUNA Language Service	APP062120	6/4/2019	101006337	ECONOMIC DEV-PRINTING	GP 2019 Deck of Translation	309.90		
	Subtotal for Economic Dev						19,584.07		
	Informatics								
VEN001537	Payroll	APP061599	5/15/2019	101007111	IT-SALARY	Payroll	16,073.74	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101007120	IT-FICA/MEDICARE	FICA	945.97	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101007120	IT-FICA/MEDICARE	Medicare	221.24	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101007121	IT-PERF	PERF	2,282.48	500000442	5/17/2019
VEN002050	Verizon Wireless	APP061609	5/15/2019	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and air cards	9,515.27	66736	5/15/2019
VEN005146	Konica Minolta Business	APP061655	5/16/2019	101007337	IT-PRINTING	Click charges	2,271.61	66739	5/17/2019
VEN004591	Virtusa Corporation	APP061694	5/16/2019	101007451	IT-COMPUTER/EQUIP	Dell device	46,930.06		
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101007119	IT-HEALTH/DENTAL	Medical Ins Corp	6,546.69	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101007119	IT-HEALTH/DENTAL	Dental Ins	326.96	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101007119	IT-HEALTH/DENTAL	Riverview Clinic	437.62	66755	5/24/2019
VEN005146	Konica Minolta Business	APP061830	5/28/2019	101007337	IT-PRINTING	Click charges	2,384.76		

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101	General										
	Informatics										
		VEN000480	CSI Signs	APP061831	5/28/2019	101007472	IT-EQUIPMENT	Ref security sign for trail kiosk	50.00		
		VEN001537	Payroll	APP061838	5/28/2019	101007111	IT-SALARY	sal	16,073.75	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101007120	IT-FICA/MEDICARE	fica	945.97	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101007120	IT-FICA/MEDICARE	med	221.24	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101007121	IT-PERF	perf	2,282.48	500000444	5/29/2019
		VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101007119	IT-HEALTH/DENTAL	Life Ins	23.88	66759	5/31/2019
		VEN005146	Konica Minolta Business	APP061999	6/4/2019	101007337	IT-PRINTING	Click Charges	16.46		
		VEN006331	enVista Ilc	APP062003	6/4/2019	101007349	IT-SERVICES	Sharepoint Monitoring	920.00		
		VEN003729	Metronet	APP062013	6/4/2019	101007335	IT-TELEPHONE	Land lines and long distance	2,298.47		
		VEN000739	Frontier	APP062043	6/4/2019	101007335	IT-TELEPHONE	PSB and PW	345.28		
	Subtotal for Informatics								111,113.93		
	Clerk Treasurer										
		VEN001537	Payroll	APP061599	5/15/2019	101008111	CT-SALARY	Payroll	16,588.86	500000442	5/17/2019
		VEN001537	Payroll	APP061599	5/15/2019	101008120	CT-FICA/MEDICARE	FICA	962.21	500000442	5/17/2019
		VEN001537	Payroll	APP061599	5/15/2019	101008120	CT-FICA/MEDICARE	Medicare	225.03	500000442	5/17/2019
		VEN001537	Payroll	APP061599	5/15/2019	101008121	CT-PERF	PERF	1,942.02	500000442	5/17/2019
		VEN004297	ADP-Payroll	APP061673	5/20/2019	101008331	CT-CONSULTING	Processing charges	6,578.86	500000443	5/21/2019
		VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101008119	CT-HEALTH/DENTAL	Medical Ins Corp	4,825.15	66750	5/21/2019
		VEN000534	Delta Dental	APP061745	5/22/2019	101008119	CT-HEALTH/DENTAL	Dental Ins	257.04	66752	5/22/2019
		VEN001676	Riverview Hospital	APP061819	5/24/2019	101008119	CT-HEALTH/DENTAL	Riverview Clinic	323.33	66755	5/24/2019
		VEN001537	Payroll	APP061838	5/28/2019	101008111	CT-SALARY	sal	16,692.67	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101008120	CT-FICA/MEDICARE	fica	968.64	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101008120	CT-FICA/MEDICARE	med	226.54	500000444	5/29/2019
		VEN001537	Payroll	APP061838	5/28/2019	101008121	CT-PERF	perf	1,956.77	500000444	5/29/2019
		VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		226,639.48		
		VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		226,639.48	500000445	5/22/2019
		VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101008119	CT-HEALTH/DENTAL	Life Ins	22.60	66759	5/31/2019
		VEN000267	Boyce Forms/systems	APP061972	6/3/2019	101008337	CT-PRINTING	Checks GRJN	236.63		
		VEN001826	Staples	APP062048	6/4/2019	101008223	CT-OFFICE SUPPLIES	Office Supplies	60.24		
		VEN002123	Westfield-Washington Schools	APP062049	6/4/2019	101008223	CT-OFFICE SUPPLIES	Paper	27.75		
		VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101008223	CT-OFFICE SUPPLIES	Paper	48.90		
	Subtotal for Clerk Treasurer								505,222.20		

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Fund No.	Fund Name								
101	General								
	Mayor								
VEN001913	The Bridgewater Club LLC	APP061509	5/10/2019	101009347	MAYOR-PROMOTIONS	Well Being Coalition	198.51	66713	5/13/2019
VEN001913	The Bridgewater Club LLC	APP061510	5/10/2019	101009347	MAYOR-PROMOTIONS	April stmt	111.52	66713	5/13/2019
VEN001537	Payroll	APP061599	5/15/2019	101009111	MAYOR-SALARY	Payroll	4,459.62	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101009120	MAYOR- FICA/MEDICARE	FICA	271.66	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101009120	MAYOR- FICA/MEDICARE	Medicare	63.54	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101009121	MAYOR-PERF	PERF	633.27	500000442	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101009119	MAYOR-HEALTH/DENTAL	Medical Ins Corp	1,272.97	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101009119	MAYOR-HEALTH/DENTAL	Dental Ins	40.62	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101009119	MAYOR-HEALTH/DENTAL	Riverview Clinic	85.72	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	101009111	MAYOR-SALARY	sal	4,459.62	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101009120	MAYOR- FICA/MEDICARE	fica	271.66	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101009120	MAYOR- FICA/MEDICARE	med	63.54	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101009121	MAYOR-PERF	perf	633.27	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101009119	MAYOR-HEALTH/DENTAL	Life Ins	2.70	66759	5/31/2019
VEN007107	Prevail	APP062125	6/4/2019	101009347	MAYOR-PROMOTIONS	2019 Celebration of Hope	2,500.00		
VEN001913	The Bridgewater Club LLC	APP062126	6/4/2019	101009347	MAYOR-PROMOTIONS	Dinner and lunch meeting	483.71		
	Subtotal for Mayor						15,551.93		
	City Council								
VEN006141	Westfield Restaurant Group LLC	APP062113	6/4/2019	101010347	CITY COUNCIL-PROMOTION	City Connections	1,371.00		
VEN002097	Westfield Chamber Of Commerce	APP062128	6/4/2019	101010347	CITY COUNCIL-PROMOTION	May Luncheon	40.00		
	Subtotal for City Council						1,411.00		
	Public Works								
VEN002336	Citizens Westfield	APP061524	5/10/2019	101013342	PW-WATER/SEWER	PW	722.36	66583	5/10/2019
VEN002336	Citizens Westfield	APP061543	5/10/2019	101013342	PW-WATER/SEWER	PW	1,655.65	66589	5/10/2019
VEN005845	Kinetrex Energy	APP061564	5/10/2019	101013349	PW-CONTRACTUAL SERVIC	Heat	256.92	66665	5/13/2019
VEN001537	Payroll	APP061599	5/15/2019	101013111	PW-SALARY	Payroll	8,839.27	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101013111	PW-SALARY	Payroll	46,800.81	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101013120	PW-FICA/MEDICARE	FICA	2,750.96	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101013120	PW-FICA/MEDICARE	Medicare	643.33	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101013121	PW-PERF	PERF	6,796.00	500000442	5/17/2019
VEN000589	Duke Energy	APP061653	5/17/2019	101013341	PW-ELECTRIC	Electric	4,140.52	66737	5/17/2019
VEN000589	Duke Energy	APP061653	5/17/2019	101013341	PW-ELECTRIC	Electric	1,156.12	66737	5/17/2019

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Fund No. Fund Name									
101	General								
Public Works									
VEN002336	Citizens Westfield	APP061656	5/16/2019	101013349	PW-CONTRACTUAL SERVIC	Gas heat	358.87	66738	5/17/2019
VEN002048	Vectren	APP061659	5/17/2019	101013349	PW-CONTRACTUAL SERVIC	151st	14.74	66745	5/17/2019
VEN002336	Citizens Westfield	APP061660	5/17/2019	101013342	PW-WATER/SEWER	151st	44.25	66740	5/17/2019
VEN000589	Duke Energy	APP061666	5/17/2019	101013341	PW-ELECTRIC	15230 Westfield Blvd	26.99	66742	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101013119	PW-HEALTH AND DENTAL	Medical Ins Corp	23,186.20	66750	5/21/2019
VEN000987	Indiana Street Commissioner's Assoc	APP061733	5/20/2019	101013334	PW-TRAVEL/TRAINING/SEMI	ISCA conference Lollar	200.00		
VEN000987	Indiana Street Commissioner's Assoc	APP061733	5/20/2019	101013334	PW-TRAVEL/TRAINING/SEMI	ISCA conference Stetnish	200.00		
VEN000987	Indiana Street Commissioner's Assoc	APP061733	5/20/2019	101013334	PW-TRAVEL/TRAINING/SEMI	ISCA conference Jones	200.00		
VEN000534	Delta Dental	APP061745	5/22/2019	101013119	PW-HEALTH AND DENTAL	Dental Ins	930.26	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101013119	PW-HEALTH AND DENTAL	Riverview Clinic	1,873.80	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	101013111	PW-SALARY	sal	46,547.40	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101013120	PW-FICA/MEDICARE	fica	2,735.25	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101013120	PW-FICA/MEDICARE	med	639.70	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101013121	PW-PERF	perf	6,760.00	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101013119	PW-HEALTH AND DENTAL	Life Ins	86.28	66759	5/31/2019
VEN000589	Duke Energy	APP061973	6/3/2019	101013341	PW-ELECTRIC	PW	98.86		
VEN002336	Citizens Westfield	APP061974	6/3/2019	101013342	PW-WATER/SEWER	PW	579.41		
VEN000975	Indiana Oxygen Company	APP062006	6/4/2019	101013224	PW-OPERATING SUPPLIES	Supplies	39.21		
VEN006426	DISA Inc	APP062011	6/4/2019	101013349	PW-CONTRACTUAL SERVIC	Drug testing	533.50		
VEN006494	Pure Water Partners	APP062127	6/4/2019	101013223	PW-OFFICE SUPPLIES	Water for CSC	180.00		
VEN006494	Pure Water Partners	APP062129	6/4/2019	101013223	PW-OFFICE SUPPLIES	Water at CSC	90.00		
VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101013223	PW-OFFICE SUPPLIES	Paper	21.71		
Subtotal for Public Works							159,108.37		
Grand Park									
VEN001537	Payroll	APP061599	5/15/2019	101015111	GP-SALARY	Payroll	10,437.59	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101015120	GP-FICA/MEDICARE	FICA	624.57	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101015120	GP-FICA/MEDICARE	Medicare	146.06	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101015121	GP-PERF	PERF	1,288.01	500000442	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101015119	GP-HEALTH/DENTAL	Medical Ins Corp	4,813.02	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101015119	GP-HEALTH/DENTAL	Dental Ins	188.66	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101015119	GP-HEALTH/DENTAL	Riverview Clinic	321.82	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	101015111	GP-SALARY	sal	12,275.59	500000444	5/29/2019

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Fund No.	Fund Name								
101	General								
	Grand Park								
VEN001537	Payroll	APP061838	5/28/2019	101015120	GP-FICA/MEDICARE	fica	738.52	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101015120	GP-FICA/MEDICARE	med	172.72	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101015121	GP-PERF	perf	1,288.01	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101015119	GP-HEALTH/DENTAL	Life Ins	19.90	66759	5/31/2019
	Subtotal for Grand Park						32,314.47		
	Communications								
VEN001537	Payroll	APP061599	5/15/2019	101020111	COMM-SALARY	Payroll	6,921.73	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101020120	COMM-FICA/MEDICARE	FICA	422.07	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101020120	COMM-FICA/MEDICARE	Medicare	98.70	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101020121	COMM-PERF	PERF	982.88	500000442	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101020119	COMM-HEALTH/DENTAL	Medical Ins Corp	1,776.09	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101020119	COMM-HEALTH/DENTAL	Dental Ins	78.02	66752	5/22/2019
VEN007507	Jaclyn Heinz	APP061816	5/24/2019	101020334	COMM- TRAINING	Training	63.84	66754	5/24/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101020119	COMM-HEALTH/DENTAL	Riverview Clinic	118.80	66755	5/24/2019
VEN001359	Michelle Krcmery	APP061829	5/28/2019	101020331	COMM- CONSULT	May consulting	1,200.00	66757	5/28/2019
VEN001537	Payroll	APP061838	5/28/2019	101020111	COMM-SALARY	sal	6,921.73	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101020120	COMM-FICA/MEDICARE	fica	422.07	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101020120	COMM-FICA/MEDICARE	med	98.72	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101020121	COMM-PERF	perf	982.88	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101020119	COMM-HEALTH/DENTAL	Life Ins	11.94	66759	5/31/2019
VEN006766	Meltwater News US Inc	APP062040	6/4/2019	101020350	COMM-DUES MEMBERSHIP	Meltwater reg license	8,100.00		
	Subtotal for Communications						28,199.47		
	Customer Service								
VEN001537	Payroll	APP061599	5/15/2019	101021111	CUSTOMER SERV-SALARY	Payroll	8,060.38	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101021120	CUSTOMER SERV- FICA/ME	FICA	481.40	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101021120	CUSTOMER SERV- FICA/ME	Medicare	112.59	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101021121	CUSTOMER SERV- PERF	PERF	1,144.60	500000442	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101021119	CUSTOMER SERV-HEALTH/	Medical Ins Corp	4,206.85	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101021119	CUSTOMER SERV-HEALTH/	Dental Ins	156.04	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101021119	CUSTOMER SERV-HEALTH/	Riverview Clinic	203.02	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	101021111	CUSTOMER SERV-SALARY	sal	8,060.38	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101021120	CUSTOMER SERV- FICA/ME	fica	481.40	500000444	5/29/2019

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Fund No.	Fund Name								
101	General								
	Customer Service								
VEN001537	Payroll	APP061838	5/28/2019	101021120	CUSTOMER SERV- FICA/ME	med	112.60	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101021121	CUSTOMER SERV- PERF	perf	1,144.56	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101021119	CUSTOMER SERV-HEALTH/	Life Ins	15.92	66759	5/31/2019
VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101021223	CUSTOMER SERV- OFFICE	Paper	21.09		
	Subtotal for Customer Service						24,200.83		
	Human Resources								
VEN001537	Payroll	APP061599	5/15/2019	101022111	HR -SALARY	Payroll	4,205.60	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101022120	HR-FICA/MEDICARE	FICA	251.41	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101022120	HR-FICA/MEDICARE	Medicare	58.80	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101022121	HR PERF	PERF	597.20	500000442	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101022119	HR-HEALTH/DENTAL	Medical Ins Corp	2,430.76	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101022119	HR-HEALTH/DENTAL	Dental Ins	166.70	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101022119	HR-HEALTH/DENTAL	Riverview Clinic	209.04	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	101022111	HR -SALARY	sal	4,205.60	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101022120	HR-FICA/MEDICARE	fica	251.41	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101022120	HR-FICA/MEDICARE	med	58.79	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101022121	HR PERF	perf	597.20	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101022119	HR-HEALTH/DENTAL	Life Ins	11.94	66759	5/31/2019
VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101022223	HR- OFFICE SUPP	Paper	3.87		
VEN002123	Westfield-Washington Schools	APP062133	6/4/2019	101022223	HR- OFFICE SUPP	Paper	1.18		
	Subtotal for Human Resources						13,049.50		
	Sport Campus Indoor Event Ctr								
VEN001537	Payroll	APP061599	5/15/2019	101023111	GP INDOOR-SALARY	Payroll	10,323.52	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101023120	GP INDOOR-FICA/MEDICAR	FICA	629.76	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101023120	GP INDOOR-FICA/MEDICAR	Medicare	147.29	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	101023121	GP INDOOR-PERF	PERF	1,353.05	500000442	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	101023119	GP INDOOR-HEALTH/DENTA	Medical Ins Corp	2,382.26	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	101023119	GP INDOOR-HEALTH/DENTA	Dental Ins	62.58	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	101023119	GP INDOOR-HEALTH/DENTA	Riverview Clinic	159.42	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	101023111	GP INDOOR-SALARY	sal	10,692.03	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101023120	GP INDOOR-FICA/MEDICAR	fica	652.60	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	101023120	GP INDOOR-FICA/MEDICAR	med	152.62	500000444	5/29/2019

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Fund No.	Fund Name								
101	General								
	Sport Campus Indoor Event Ctr								
VEN001537	Payroll	APP061838	5/28/2019	101023121	GP INDOOR-PERF	perf	1,353.06	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	101023119	GP INDOOR-HEALTH/DENTA	Life Ins	15.92	66759	5/31/2019
	Subtotal for Sport Campus Indoor Event Ctr						27,924.11		
	Subtotal for Fund 101 General						1,620,035.34		
Fund No.	Fund Name								
201	Motor Vehicle Highway (MVH)								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		9,579.04		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		5,378.08	500000445	5/22/2019
	Subtotal for Clerk Treasurer						14,957.12		
	Public Works								
VEN001537	Payroll	APP061599	5/15/2019	201013120	MVH-FICA/MEDICARE	FICA	531.27	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	201013120	MVH-FICA/MEDICARE	Medicare	124.26	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	201013121	MVH-PERF	PERF	1,255.18	500000442	5/17/2019
VEN000589	Duke Energy	APP061653	5/17/2019	201013341	MVH-ELECTRIC	Electric	2,622.63	66737	5/17/2019
VEN007219	Certified Laboratories	APP061677	5/14/2019	201013231	MVH-SUBGRADE MATERIAL	Material	171.80		
VEN007207	Car X Tire and Auto	APP061678	5/15/2019	201013360	MVH-VEHICLE REPAIR	Car repairs	158.45		
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	201013119	MVH-HEALTH/DENTAL	Medical Ins Corp	3,600.68	66750	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	201013119	MVH-HEALTH/DENTAL	Dental Ins	163.48	66752	5/22/2019
VEN001676	Riverview Hospital	APP061819	5/24/2019	201013119	MVH-HEALTH/DENTAL	Riverview Clinic	240.62	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	201013111	MVH-SALARY	sal	8,869.27	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	201013120	MVH-FICA/MEDICARE	fica	533.13	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	201013120	MVH-FICA/MEDICARE	med	124.65	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	201013121	MVH-PERF	perf	1,259.44	500000444	5/29/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	201013119	MVH-HEALTH/DENTAL	Life Ins	15.92	66759	5/31/2019
VEN001758	SealMaster Indianapolis	APP062000	6/4/2019	201013231	MVH-SUBGRADE MATERIAL	Asphalt Binder	183.96		
VEN002706	KJM Trucking Inc	APP062002	6/4/2019	201013231	MVH-SUBGRADE MATERIAL	Maint	779.51		
VEN002706	KJM Trucking Inc	APP062002	6/4/2019	201013231	MVH-SUBGRADE MATERIAL	Maint	3,527.49		
VEN006285	Ceres Solutions Cooperative	APP062004	6/4/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	1,095.93		
VEN006285	Ceres Solutions Cooperative	APP062007	6/4/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	831.33		

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Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN006285	Ceres Solutions Cooperative	APP062010	6/4/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	PDX4	408.00		
	Subtotal for Public Works						26,497.00		
	Subtotal for Fund 201 Motor Vehicle Highway (MVH)						41,454.12		
Fund No. Fund Name									
202	Local Road and Street (LRS)								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		7,786.79		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		11,987.75	500000445	5/22/2019
	Subtotal for Clerk Treasurer						19,774.54		
	Public Works								
VEN001368	Midwestern Electric	APP061998	6/4/2019	202013349	LRS-SERVICES	Traffic Signal calls	3,119.16		
	Subtotal for Public Works						3,119.16		
	Subtotal for Fund 202 Local Road and Street (LRS)						22,893.70		
Fund No. Fund Name									
203	Fire Operating								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		20,855.29		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		20,855.29	500000445	5/22/2019
	Subtotal for Clerk Treasurer						41,710.58		
	Fire								
VEN002336	Citizens Westfield	APP061536	5/10/2019	203012342	FIRE-WATER/SEWER	Sta 83	491.72	66585	5/10/2019
VEN002336	Citizens Westfield	APP061539	5/10/2019	203012342	FIRE-WATER/SEWER	Sta 83	129.28	66586	5/10/2019
VEN005845	Kinetrex Energy	APP061564	5/10/2019	203012328	FIRE-GAS/HEAT	Heat	259.37	66665	5/13/2019
VEN005845	Kinetrex Energy	APP061564	5/10/2019	203012328	FIRE-GAS/HEAT	Heat	83.95	66665	5/13/2019
VEN005845	Kinetrex Energy	APP061564	5/10/2019	203012328	FIRE-GAS/HEAT	Heat	107.93	66665	5/13/2019
VEN001537	Payroll	APP061599	5/15/2019	203012111	FIRE-SALARY	Payroll	211,439.97	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	203012120	FIRE-FICA AND MEDICARE	FICA	12,563.94	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	203012120	FIRE-FICA AND MEDICARE	Medicare	2,938.40	500000442	5/17/2019
VEN001537	Payroll	APP061599	5/15/2019	203012121	FIRE-PERF	PERF	32,082.53	500000442	5/17/2019

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN000589	Duke Energy	APP061653	5/17/2019	203012341	FIRE-ELECTRIC	Electric	2,336.76	66737	5/17/2019
VEN000589	Duke Energy	APP061653	5/17/2019	203012341	FIRE-ELECTRIC	Electric	1,087.91	66737	5/17/2019
VEN000589	Duke Energy	APP061653	5/17/2019	203012341	FIRE-ELECTRIC	Electric	604.05	66737	5/17/2019
VEN000589	Duke Energy	APP061653	5/17/2019	203012346	FIRE-TORNADO SIREN	Sirens	63.07	66737	5/17/2019
VEN002336	Citizens Westfield	APP061656	5/16/2019	203012328	FIRE-GAS/HEAT	Gas heat	265.67	66738	5/17/2019
VEN003729	Metronet	APP061662	5/17/2019	203012343	FIRE-BUILDING MAINTENAN	PSB	58.05	66743	5/17/2019
VEN002048	Vectren	APP061667	5/17/2019	203012328	FIRE-GAS/HEAT	Gas Heat	74.51	66747	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061720	5/21/2019	203012119	FIRE-HEALTH/DENTAL	Medical Ins Corp	78,473.00	66750	5/21/2019
VEN002336	Citizens Westfield	APP061723	5/14/2019	203012342	FIRE-WATER/SEWER	Stored Water Station 81	92.00	66751	5/21/2019
VEN000534	Delta Dental	APP061745	5/22/2019	203012119	FIRE-HEALTH/DENTAL	Dental Ins	4,107.13	66752	5/22/2019
VEN002028	UPS	APP061768	5/23/2019	203012333	FIRE-POSTAGE	postage	14.34		
VEN001417	Napa Auto Parts	APP061769	5/23/2019	203012360	FIRE-VEHICLE MAINT	Vehicle Maintenance	961.54		
VEN006285	Ceres Solutions Cooperative	APP061771	5/23/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,145.97		
VEN006285	Ceres Solutions Cooperative	APP061772	5/23/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,015.00		
VEN006285	Ceres Solutions Cooperative	APP061773	5/23/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,301.26		
VEN006285	Ceres Solutions Cooperative	APP061774	5/23/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	774.89		
VEN006285	Ceres Solutions Cooperative	APP061775	5/23/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,007.62		
VEN001942	The Uniform House Inc	APP061776	5/23/2019	203012229	FIRE-UNIFORMS	dress coat	249.00		
VEN001942	The Uniform House Inc	APP061777	5/23/2019	203012229	FIRE-UNIFORMS	boots	89.70		
VEN001942	The Uniform House Inc	APP061778	5/23/2019	203012229	FIRE-UNIFORMS	boots	89.70		
VEN001942	The Uniform House Inc	APP061779	5/23/2019	203012229	FIRE-UNIFORMS	uniform	113.00		
VEN001942	The Uniform House Inc	APP061780	5/23/2019	203012229	FIRE-UNIFORMS	belt	23.31		
VEN001942	The Uniform House Inc	APP061781	5/23/2019	203012229	FIRE-UNIFORMS	shields and badges	438.95		
VEN001942	The Uniform House Inc	APP061782	5/23/2019	203012229	FIRE-UNIFORMS	Nomex Uniforms	16,361.00		
VEN005006	Team Pride Athletic Apparel	APP061783	5/23/2019	203012229	FIRE-UNIFORMS	tennis shoes	190.41		
VEN000903	Hoosier Fire Equipment	APP061784	5/23/2019	203012229	FIRE-UNIFORMS	boots	1,500.55		
VEN003734	Target Solutions Learning	APP061785	5/23/2019	203012349	FIRE-SERVICES	Membership and maintenanc	7,408.25		
VEN000682	Fastenal	APP061786	5/23/2019	203012360	FIRE-VEHICLE MAINT	vehicle maintenance	16.40		
VEN005980	Fire Services Inc	APP061787	5/23/2019	203012360	FIRE-VEHICLE MAINT	door parts for E-83	840.24		
VEN006218	Summer Groninger	APP061788	5/23/2019	203012229	FIRE-UNIFORMS	shoe reimbursement	50.00		
VEN000266	Bound Tree Medical	APP061789	5/23/2019	203012224	FIRE-OPERATING SUPPLIES	EMS supplies	747.70		
VEN001666	Reynolds Farm Equipment	APP061790	5/23/2019	203012472	FIRE-EQUIP	New saw for L381	1,241.95		

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Fund No. Fund Name									
203	Fire Operating								
	Fire								
VEN001615	Public Safety Medical Services	APP061791	5/23/2019	203012354	FIRE-MEDICAL EXAMS/TEST	Bauer, Klingensmith, Reed m	424.26		
VEN001615	Public Safety Medical Services	APP061792	5/23/2019	203012354	FIRE-MEDICAL EXAMS/TEST	Lamp, Biljanic, Cree medical t	1,264.14		
VEN001615	Public Safety Medical Services	APP061793	5/23/2019	203012354	FIRE-MEDICAL EXAMS/TEST	Reed, Cuppy, Harling, Shoaf	474.97		
VEN003842	Shaun Barnett	APP061794	5/23/2019	203012229	FIRE-UNIFORMS	shoe reimbursement	50.00		
VEN000266	Bound Tree Medical	APP061795	5/23/2019	203012224	FIRE-OPERATING SUPPLIES	EMS supplies	410.84		
VEN007441	Conway Shields	APP061796	5/23/2019	203012229	FIRE-UNIFORMS	Shields	108.50		
VEN000260	Boldens Cleaning and Restoration	APP061797	5/23/2019	203012229	FIRE-UNIFORMS	Dry cleaning	62.40		
VEN001050	IU Health Ball Memorial Hospital	APP061798	5/23/2019	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	292.12		
VEN001498	Ott Equipment Service	APP061799	5/23/2019	203012360	FIRE-VEHICLE MAINT	annual lift inspection	157.50		
VEN006285	Ceres Solutions Cooperative	APP061800	5/23/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,221.73		
VEN001676	Riverview Hospital	APP061819	5/24/2019	203012119	FIRE-HEALTH/DENTAL	Riverview Clinic	5,779.31	66755	5/24/2019
VEN001537	Payroll	APP061838	5/28/2019	203012111	FIRE-SALARY	sal	208,695.57	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	203012120	FIRE-FICA AND MEDICARE	fica	12,391.70	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	203012120	FIRE-FICA AND MEDICARE	med	2,898.00	500000444	5/29/2019
VEN001537	Payroll	APP061838	5/28/2019	203012121	FIRE-PERF	perf	32,416.58	500000444	5/29/2019
VEN004879	Penn Care Inc	APP061886	5/30/2019	203012349	FIRE-SERVICES	reimb ambulance rental	12,697.28	66758	5/30/2019
VEN004479	Symetra Life Insurance	APP061945	5/31/2019	203012119	FIRE-HEALTH/DENTAL	Life Ins	277.25	66759	5/31/2019
VEN002336	Citizens Westfield	APP061975	6/3/2019	203012342	FIRE-WATER/SEWER	Sta 82	230.12		
VEN002123	Westfield-Washington Schools	APP062005	6/4/2019	203012223	FIRE-OFFICE SUPPLIES	Paper	55.50		
VEN005572	Testing for Public Safety	APP062015	6/4/2019	203012349	FIRE-SERVICES	Promotion Exams	10,000.00		
VEN001817	Spill 911 Inc	APP062016	6/4/2019	203012242	FIRE-HAZMAT	MeltBlown Double Weight Sm	215.64		
VEN000903	Hoosier Fire Equipment	APP062017	6/4/2019	203012229	FIRE-UNIFORMS	Globe Extreme Jackets and T	27,679.25		
VEN002148	Witmer Public Safety Group	APP062018	6/4/2019	203012229	FIRE-UNIFORMS	Gloves	92.97		
VEN000065	Airgas Mid America	APP062019	6/4/2019	203012224	FIRE-OPERATING SUPPLIES	O2	7.75		
VEN007441	Conway Shields	APP062020	6/4/2019	203012229	FIRE-UNIFORMS	Shields	56.00		
VEN006285	Ceres Solutions Cooperative	APP062021	6/4/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE		1,274.69		
VEN000266	Bound Tree Medical	APP062022	6/4/2019	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	402.82		
VEN001615	Public Safety Medical Services	APP062023	6/4/2019	203012354	FIRE-MEDICAL EXAMS/TEST	cuppy ccs 4 week results	92.04		
VEN001615	Public Safety Medical Services	APP062024	6/4/2019	203012354	FIRE-MEDICAL EXAMS/TEST		1,176.77		
VEN000266	Bound Tree Medical	APP062025	6/4/2019	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	539.14		
VEN005587	Kronos Inc	APP062026	6/4/2019	203012349	FIRE-SERVICES	Telestaff	1,871.40		
VEN000065	Airgas Mid America	APP062027	6/4/2019	203012224	FIRE-OPERATING SUPPLIES	O2	26.26		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN000569	Don Hinds Ford Inc	APP062028	6/4/2019	203012360	FIRE-VEHICLE MAINT	Vehicle Maintenance	251.11		
VEN002613	Ermco Inc	APP062032	6/4/2019	203012343	FIRE-BUILDING MAINTENAN	Building Maintenance for red I	336.00		
VEN005980	Fire Services Inc	APP062034	6/4/2019	203012360	FIRE-VEHICLE MAINT	vehicle maintenance E383	275.38		
VEN007560	Robbie Baker	APP062036	6/4/2019	203012343	FIRE-BUILDING MAINTENAN	Shed	3,100.00		
VEN006285	Ceres Solutions Cooperative	APP062037	6/4/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	Fuel	1,282.06		
VEN001615	Public Safety Medical Services	APP062038	6/4/2019	203012354	FIRE-MEDICAL EXAMS/TEST		92.04		
VEN000903	Hoosier Fire Equipment	APP062039	6/4/2019	203012472	FIRE-EQUIP	Helmet	278.25		
VEN006285	Ceres Solutions Cooperative	APP062041	6/4/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	Fuel	773.84		
VEN005272	SHI International	APP062044	6/4/2019	203012472	FIRE-EQUIP	Command Vehicle Cooling M	150.00		
VEN005272	SHI International	APP062044	6/4/2019	203012472	FIRE-EQUIP	Command Vehicle Air Conditi	406.00		
VEN005272	SHI International	APP062044	6/4/2019	203012472	FIRE-EQUIP	Command Vehicle Rackmoun	59.59		
VEN007561	NAEMT	APP062046	6/4/2019	203012350	FIRE-SUBSCRIPTIONS/DUE	Membership--Herron	40.00		
VEN005587	Kronos Inc	APP062050	6/4/2019	203012349	FIRE-SERVICES	telestaff	68.86		
VEN007559	Rozzi and Associates	APP062051	6/4/2019	203012334	FIRE-TRAVEL/TRAINING/SE	Training and Workshop	1,180.00		
VEN000345	Cave and Company Printing	APP062052	6/4/2019	203012337	FIRE-PRINTING	Business cards	45.99		
VEN002426	Horizon Medical Products	APP062053	6/4/2019	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	85.27		
VEN006767	Knox Company	APP062054	6/4/2019	203012343	FIRE-BUILDING MAINTENAN	Knox Box installation	259.00		
VEN007355	IMS Alliance	APP062055	6/4/2019	203012229	FIRE-UNIFORMS	Name Tags	12.50		
Subtotal for Fire							714,878.41		
Subtotal for Fund 203 Fire Operating							756,588.99		
Fund No. Fund Name									
204 Park Impact									
Public Works									
VEN006491	Recreation Unlimited Inc	APP061596	5/13/2019	204013474	PW-PARK IMPACT CONSTR	Freedom Trail Playground Sur	85,142.17		
VEN005403	BrightView Landscapes LLC	APP061744	5/21/2019	204013474	PW-PARK IMPACT CONSTR	Freedom Trails Park Playgrou	9,556.00		
VEN006491	Recreation Unlimited Inc	APP061908	5/30/2019	204013474	PW-PARK IMPACT CONSTR	Simon Moon Playground Surf	64,824.86		
VEN006491	Recreation Unlimited Inc	APP061908	5/30/2019	204013474	PW-PARK IMPACT CONSTR	Change Order 160 ft of sub su	3,000.00		
Subtotal for Public Works							162,523.03		
Subtotal for Fund 204 Park Impact							162,523.03		

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Fund No. Fund Name									
206 Parks Programming/Events									
Parks									
VEN007506	Knockerball Fishers	APP061758	5/22/2019	206005347	PARKS PROGRAM-PROMOT	Knockerball Event	525.00	66753	5/22/2019
VEN000345	Cave and Company Printing	APP061801	5/23/2019	206005347	PARKS PROGRAM-PROMOT	Grand Run Race Bag inserts	51.58		
VEN006284	KidZone Party Rentals	APP061995	6/4/2019	206005347	PARKS PROGRAM-PROMOT	Touch a truck	1,365.00		
VEN007331	RaceMaker Productions LLC	APP061996	6/4/2019	206005347	PARKS PROGRAM-PROMOT	Grand Run	1,581.82		
VEN000480	CSI Signs	APP061997	6/4/2019	206005347	PARKS PROGRAM-PROMOT	Touch a Truck	120.00		
VEN000229	Beth Maier Photography	APP062008	6/4/2019	206005347	PARKS PROGRAM-PROMOT	Grand Run	200.00		
VEN000480	CSI Signs	APP062009	6/4/2019	206005347	PARKS PROGRAM-PROMOT	Grand Run Banner	511.12		
VEN000345	Cave and Company Printing	APP062135	6/4/2019	206005347	PARKS PROGRAM-PROMOT	Donut Trail	1,178.43		
Subtotal for Parks							5,532.95		
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		1,818.37		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		1,818.37	500000445	5/22/2019
Subtotal for Clerk Treasurer							3,636.74		
Subtotal for Fund 206 Parks Programming/Events							9,169.69		
Fund No. Fund Name									
239 Law Enforcement									
Police									
VEN002428	Indiana Wesleyan University	APP061693	5/14/2019	239002334	LAW ENFORCE-TRAVEL/TR	Tuition - J. Carter	1,756.09	66749	5/20/2019
VEN001225	Law Enforcement Training Board	APP061725	5/14/2019	239002334	LAW ENFORCE-TRAVEL/TR	Instructor Recertification - Wh	50.00		
VEN004681	Cicero Volunteer Fire Dept	APP061726	5/21/2019	239002334	LAW ENFORCE-TRAVEL/TR	CPR Recertification Cards	260.00		
VEN006333	Axon Enterprise Inc	APP061938	5/31/2019	239002334	LAW ENFORCE-TRAVEL/TR	Taser Cartridges for training	2,800.00		
VEN005144	Tyler Dougherty	APP061944	5/31/2019	239002334	LAW ENFORCE-TRAVEL/TR	Parking during training	26.00		
Subtotal for Police							4,892.09		
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		4,724.35		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		4,724.35	500000445	5/22/2019
Subtotal for Clerk Treasurer							9,448.70		
Subtotal for Fund 239 Law Enforcement							14,340.79		

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Fund No. Fund Name									
264 Road and Street Improvement (Road Impact)									
Public Works									
VEN002019	United Consulting	APP061682	5/20/2019	264013349	ROAD IMPACT-SERVICES	151st Street Culvert - Constr	228.00		
VEN002019	United Consulting	APP061683	5/17/2019	264013349	ROAD IMPACT-SERVICES	HSIP Intersection Lighting - In	1,152.32		
VEN002019	United Consulting	APP061687	5/17/2019	264013349	ROAD IMPACT-SERVICES	Towne Road Inspection Contr	775.51		
VEN001364	Midwest Paving LLC	APP061696	5/20/2019	264013349	ROAD IMPACT-SERVICES	175th Street Extension & SR 3	31,590.00		
VEN002067	VS Engineering	APP061927	5/30/2019	264013349	ROAD IMPACT-SERVICES	VS Engineering On-Call Servi	17,703.16		
VEN001788	Shrewsbury and Associates LLC	APP062012	6/4/2019	264013349	ROAD IMPACT-SERVICES	Remaining on Contract (fully	1,614.94		
VEN002709	Lochmueller Group Inc	APP062134	6/4/2019	264013349	ROAD IMPACT-SERVICES	Towne Road - Environmental	1.00		
VEN002709	Lochmueller Group Inc	APP062137	6/4/2019	264013349	ROAD IMPACT-SERVICES	Towne Road - Environmental	654.00		
Subtotal for Public Works							53,718.93		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							53,718.93		
Fund No. Fund Name									
269 Training Facility Center									
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		853.22		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		853.22	500000445	5/22/2019
Subtotal for Clerk Treasurer							1,706.44		
Public Safety (Police and Fire)									
VEN005845	Kinetrex Energy	APP061564	5/10/2019	269014328	TRAINING FAC-HEAT/GAS	Heat	18.39	66665	5/13/2019
VEN000589	Duke Energy	APP061653	5/17/2019	269014341	TRAINING FAC-ELECTRIC	Electric	410.01	66737	5/17/2019
VEN000434	Comcast Cable	APP061661	5/17/2019	269014350	TRAINING FAC-SUBSCRIPTI	Training Facility	293.04	66741	5/17/2019
VEN002048	Vectren	APP061665	5/17/2019	269014328	TRAINING FAC-HEAT/GAS	Training Facility	28.16	66746	5/17/2019
VEN000405	Citizens Energy Group	APP061976	6/3/2019	269014342	TRAINING FAC-WATER/SEW	Training Facility	31.44		
VEN000205	Beaver Gravel Corp	APP062035	6/4/2019	269014343	TRAINING FAC-BUILDING M	Rocks and Concrete	1,068.67		
Subtotal for Public Safety (Police and Fire)							1,849.71		
Subtotal for Fund 269 Training Facility Center							3,556.15		
Fund No. Fund Name									
301 Eastside TIF									
RDC									
VEN001469	O W Krohn and Associates	APP062116	6/4/2019	301018349	EASTSIDE TIF SERVICES	Annual RDC report	845.00		

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Fund No.	Fund Name								
301	Eastside TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP062117	6/4/2019	301018349	EASTSIDE TIF SERVICES	Annual RDC report	265.00		
	Subtotal for RDC						1,110.00		
	Subtotal for Fund 301 Eastside TIF						1,110.00		
Fund No.	Fund Name								
302	Aurora TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP062116	6/4/2019	302018349	AURORA TIF-SERVICES	Annual RDC report	5.00		
	Subtotal for RDC						5.00		
	Subtotal for Fund 302 Aurora TIF						5.00		
Fund No.	Fund Name								
305	Grand Junction TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP062116	6/4/2019	305018349	GRAND JUNCTION TIF-SER	Annual RDC report	450.00		
VEN001469	O W Krohn and Associates	APP062117	6/4/2019	305018349	GRAND JUNCTION TIF-SER	Annual RDC report	145.00		
	Subtotal for RDC						595.00		
	Subtotal for Fund 305 Grand Junction TIF						595.00		
Fund No.	Fund Name								
309	Eagletown TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP062116	6/4/2019	309018349	EAGLETOWN TIF SERVICES	Annual RDC report	235.00		
VEN001469	O W Krohn and Associates	APP062117	6/4/2019	309018349	EAGLETOWN TIF SERVICES	Annual RDC report	75.00		
	Subtotal for RDC						310.00		
	Subtotal for Fund 309 Eagletown TIF						310.00		

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Fund No.	Fund Name								
316	Main St TIF 2011B								
	RDC								
VEN001469	O W Krohn and Associates	APP062116	6/4/2019	316018349	MAINSTREET TIF SERVICE	Annual RDC report	85.00		
VEN001469	O W Krohn and Associates	APP062117	6/4/2019	316018349	MAINSTREET TIF SERVICE	Annual RDC report	25.00		
	Subtotal for RDC						110.00		
	Subtotal for Fund 316 Main St TIF 2011B						110.00		
Fund No.	Fund Name								
317	146th St TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP062116	6/4/2019	317018349	146TH ST TIF SERVICE	Annual RDC report	95.00		
VEN001469	O W Krohn and Associates	APP062117	6/4/2019	317018349	146TH ST TIF SERVICE	Annual RDC report	30.00		
	Subtotal for RDC						125.00		
	Subtotal for Fund 317 146th St TIF						125.00		
Fund No.	Fund Name								
319	Spring Mill Sta TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP062116	6/4/2019	319018349	SPRING MILL STA TIF SERVI	Annual RDC report	35.00		
VEN001469	O W Krohn and Associates	APP062117	6/4/2019	319018349	SPRING MILL STA TIF SERVI	Annual RDC report	10.00		
	Subtotal for RDC						45.00		
	Subtotal for Fund 319 Spring Mill Sta TIF						45.00		
Fund No.	Fund Name								
325	Eagletown TIF 2016 Capital Pro								
	Public Works								
VEN002225	Butler Fairman and Seufert	APP061685	5/17/2019	325018349	EAGLETOWN TIF BOND SV	Ditch Rd replaces PO3513	5,765.00		
	Subtotal for Public Works						5,765.00		
	RDC								
VEN002849	Jeffrey S Juday	APP061511	5/10/2019	325018474	EAGLETOWN TIF BOND CO	Ackerson Fam Farm	1,200.00	66662	5/13/2019
VEN004181	William Sanders SR	APP061512	5/10/2019	325018474	EAGLETOWN TIF BOND CO	Ackerson Fam Farm	1,200.00	66731	5/13/2019
VEN007494	Jason Spartz	APP061513	5/10/2019	325018474	EAGLETOWN TIF BOND CO	Ackerson Fam Farms	1,200.00	66660	5/13/2019
	Subtotal for RDC						3,600.00		
	Subtotal for Fund 325 Eagletown TIF 2016 Capital Pro						9,365.00		

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Fund No. Fund Name									
326	LIT Bond 2018								
	Grand Park								
VEN002178	Capital One Public Funding	APP062109	6/4/2019	326015380	LIT BONDS 2018-PRINCIPAL	LIT RDA	400,000.00		
VEN002178	Capital One Public Funding	APP062109	6/4/2019	326015381	LIT BONDS 2018-INTEREST	LIT RDA	470,412.00		
	Subtotal for Grand Park						870,412.00		
	Subtotal for Fund 326 LIT Bond 2018						870,412.00		
Fund No. Fund Name									
346	Go Bond 2018								
	Police								
VEN003312	Motorola Solutions	APP061935	5/31/2019	346002472	GO BOND 2018 PD EQUIP	Vehicle Radios	36,281.44		
VEN006333	Axon Enterprise Inc	APP061936	5/31/2019	346002472	GO BOND 2018 PD EQUIP	Tasers and Holsters	6,035.00		
	Subtotal for Police						42,316.44		
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		4,513.00		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		4,513.00	500000445	5/22/2019
	Subtotal for Clerk Treasurer						9,026.00		
	Fire								
VEN000569	Don Hinds Ford Inc	APP061641	5/16/2019	346012473	GO BOND 2018 FD VEHICLE	2019 Ford F150	29,910.00		
VEN000569	Don Hinds Ford Inc	APP061642	5/16/2019	346012473	GO BOND 2018 FD VEHICLE	2019 F150	22,706.00		
	Subtotal for Fire						52,616.00		
	Subtotal for Fund 346 Go Bond 2018						103,958.44		
Fund No. Fund Name									
347	Go Bond 2018 #7 Db Serv								
	Police								
VEN007501	Chase	APP062110	6/4/2019	347002380	GO BOND7 2018 DB PRINCIP	2018 Bond	140,640.00		
VEN007501	Chase	APP062110	6/4/2019	347002381	GO BOND7 2018 DB INT-PD	2018 Bond	14,435.62		
	Subtotal for Police						155,075.62		
	Fire								
VEN007501	Chase	APP062110	6/4/2019	347012380	GO BOND7 2018 DB PRINCIP	2018 Bond	122,880.00		
VEN007501	Chase	APP062110	6/4/2019	347012381	GO BOND7 2018 DB INT-FD	2018 Bond	12,612.69		
	Subtotal for Fire						135,492.69		

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Fund No.	Fund Name								
347	Go Bond 2018 #7 Db Serv								
	Public Works								
VEN007501	Chase	APP062110	6/4/2019	347013380	GO BOND7 2018 DB PRINCIP	2018 Bond	216,480.00		
VEN007501	Chase	APP062110	6/4/2019	347013381	GO BOND7 2018 DB INT-PW	2018 Bond	22,220.02		
	Subtotal for Public Works						238,700.02		
Subtotal for Fund 347 Go Bond 2018 #7 Db Serv							529,268.33		
Fund No.	Fund Name								
401	Cum. Capital Improvement								
	Administration								
VEN007434	CMD Design Company	APP061519	5/10/2019	401001474	CUMCAP IMP-ADM CON CO	Fabric for Benches	7,697.69	66620	5/13/2019
	Subtotal for Administration						7,697.69		
Subtotal for Fund 401 Cum. Capital Improvement							7,697.69		
Fund No.	Fund Name								
556	Community Crossing Grant								
	Public Works								
VEN001364	Midwest Paving LLC	APP061909	5/30/2019	556013349	COMMUNITY CROSSING GR	2018 Resurfacing Project	82,808.65		
VEN001364	Midwest Paving LLC	APP061909	5/30/2019	556013349	COMMUNITY CROSSING GR	Increase in project cost due to	15,323.33		
	Subtotal for Public Works						98,131.98		
Subtotal for Fund 556 Community Crossing Grant							98,131.98		
Fund No.	Fund Name								
557	Kinsey Ave Widen Grant								
	Public Works								
VEN001788	Shrewsberry and Associates LLC	APP061695	5/20/2019	557013349	KINSEY AVE GRANT SERV	Kinsey Avenue Culvert Replac	27,585.49		
VEN001788	Shrewsberry and Associates LLC	APP061695	5/20/2019	557013349	KINSEY AVE GRANT SERV	Kinsey Avenue Culvert Utility	3,959.40		
	Subtotal for Public Works						31,544.89		
Subtotal for Fund 557 Kinsey Ave Widen Grant							31,544.89		

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Fund No. Fund Name									
584	Monon 5 Bridge O 32 Grant								
	Public Works								
VEN002019	United Consulting	APP061686	5/17/2019	584013349	MONON 5 BRIDGE O 32 GRA	Monon 5 (Bridge over SR 32)	31,219.86		
	Subtotal for Public Works						31,219.86		
	Subtotal for Fund 584 Monon 5 Bridge O 32 Grant						31,219.86		
Fund No. Fund Name									
587	MPO Intersec Sight Dist Improv Grant								
	Public Works								
VEN007504	Joshua and Miranda Moriarity	APP061734	5/20/2019	587013349	MPO INTER SIGHT GRANT S	HSIP land purchase Moriarity	13,722.53		
VEN007450	Joshua and Miranda Moriarity	APP061735	5/20/2019	587013349	MPO INTER SIGHT GRANT S	HSIP Land purchase Moriarity	18,283.47		
	Subtotal for Public Works						32,006.00		
	Subtotal for Fund 587 MPO Intersec Sight Dist Improv Grant						32,006.00		
Fund No. Fund Name									
595	Monon Trail Grant								
	Public Works								
VEN002019	United Consulting	APP061688	5/17/2019	595013349	MONON TRAIL GRANT 191-2	Monon 7 - Constructin Inspect	260.00		
	Subtotal for Public Works						260.00		
	Subtotal for Fund 595 Monon Trail Grant						260.00		
Fund No. Fund Name									
597	MPO 186th-Springmill Grant								
	Public Works								
VEN002019	United Consulting	APP061684	5/17/2019	597013349	MPO 186TH-SPRINGMILL GR	CE Contract (Inspection) for 1	221.56		
	Subtotal for Public Works						221.56		
	Subtotal for Fund 597 MPO 186th-Springmill Grant						221.56		
Fund No. Fund Name									
640	Sports Campus Operating								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP061924	5/30/2019	101965	PCARD PAYABLE		20,583.75		
VEN001142	JP Morgan Chase	APP061928	5/22/2019	101965	PCARD PAYABLE		20,583.75	500000445	5/22/2019
	Subtotal for Clerk Treasurer						41,167.50		

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Fund No. Fund Name									
640	Sports Campus Operating								
Grand Park									
VEN002336	Citizens Westfield	APP061540	5/10/2019	640015342	SPORTS CAMPUS-WAT SE	Water General	131.48	2451	5/10/2019
VEN002336	Citizens Westfield	APP061540	5/10/2019	640015342	SPORTS CAMPUS-WAT SE	Sewer General	222.04	2451	5/10/2019
VEN002336	Citizens Westfield	APP061540	5/10/2019	640015342	SPORTS CAMPUS-WAT SE	Sewer Field	429.91	2451	5/10/2019
VEN002336	Citizens Westfield	APP061540	5/10/2019	640015342	SPORTS CAMPUS-WAT SE	Sewer Diam	542.64	2451	5/10/2019
VEN002336	Citizens Westfield	APP061540	5/10/2019	640015342	SPORTS CAMPUS-WAT SE	Water Field	488.99	2451	5/10/2019
VEN002336	Citizens Westfield	APP061540	5/10/2019	640015342	SPORTS CAMPUS-WAT SE	Water Diam	545.66	2451	5/10/2019
VEN007062	McGriff Insurance	APP061597	5/15/2019	640015339	SPORTS CAMPUS-INSURAN	Inland Marine CL	95.00	2486	5/15/2019
VEN000589	Duke Energy	APP061654	5/17/2019	640015341	SPORTS CAMPUS-ELECTRI	Electric	3,016.59	2487	5/17/2019
VEN000589	Duke Energy	APP061654	5/17/2019	640015341	SPORTS CAMPUS-ELECTRI	Electric	5,350.84	2487	5/17/2019
VEN000589	Duke Energy	APP061654	5/17/2019	640015341	SPORTS CAMPUS-ELECTRI	Electric	5,175.72	2487	5/17/2019
VEN003729	Metronet	APP061664	5/17/2019	640015224	SPORTS CAMPUS-OPERATI	Internet	59.17	2488	5/17/2019
VEN003729	Metronet	APP061664	5/17/2019	640015224	SPORTS CAMPUS-OPERATI	Internet	59.17	2488	5/17/2019
VEN003124	Custom Net Backstops	APP061887	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Backstop net replacements	8,500.00		
VEN000480	CSI Signs	APP061888	5/30/2019	640015337	SPORTS CAMPUS-PRINTIN	Wayfinding signs	181.93		
VEN000480	CSI Signs	APP061889	5/30/2019	640015337	SPORTS CAMPUS-PRINTIN	Diamond decals	810.00		
VEN001637	Ray's Trash Service	APP061891	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Trash	389.05		
VEN001637	Ray's Trash Service	APP061891	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Trash	303.00		
VEN001277	Macallister Machinery Co	APP061892	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Shade structure backstop net	692.52		
VEN004873	Siteone Landscape Supply	APP061893	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Striping Paint	282.90		
VEN004873	Siteone Landscape Supply	APP061894	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Fertilizer	2,713.12		
VEN006898	Supply Warehouse Inc	APP061895	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Bathroom supplies	42.90		
VEN004833	Green Sky Media	APP061896	5/30/2019	640015337	SPORTS CAMPUS-PRINTIN	Animation video	275.00		
VEN000910	HP Products	APP061897	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Supplies	899.93		
VEN005403	BrightView Landscapes LLC	APP061898	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Lateral Line repair	156.62		
VEN005129	Grand Slam Safety	APP061900	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	Backstop net repair	7,980.00		
VEN000480	CSI Signs	APP061901	5/30/2019	640015337	SPORTS CAMPUS-PRINTIN	GP Golf cart	65.00		
VEN000897	Home City Ice Co	APP061902	5/30/2019	640015349	SPORTS CAMPUS-SERVICE	ICE	172.50		
VEN007508	Once Upon A Balloon	APP061903	5/30/2019	640015347	SPORTS CAMPUS-PROMOTI	Balloon Arches	600.00		
VEN000345	Cave and Company Printing	APP061904	5/30/2019	640015337	SPORTS CAMPUS-PRINTIN	Score cards	49.39		
VEN007562	Koteewi Archery Pro Shop	APP062139	6/4/2019	640015347	SPORTS CAMPUS-PROMOTI	Archery Station Family Advent	200.00		
VEN001637	Ray's Trash Service	APP062140	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Trash	750.00		
VEN000970	Indiana Golf Car	APP062143	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	State Cup Prelims May 17 thr	614.00		

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640	Sports Campus Operating										
	Grand Park										
		VEN000970	Indiana Golf Car	APP062143	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	USYS May 10 thru 12	630.00		
		VEN002228	Indiana Sports Properties	APP062144	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Commission	21,287.99		
		VEN001499	Otto's Parking Marking	APP062145	6/4/2019	640015378	SPORTS CAMPUS-PARK LO	Parking lot striping	4,157.00		
		VEN000480	CSI Signs	APP062146	6/4/2019	640015337	SPORTS CAMPUS-PRINTIN	Event Signage 2019	397.94		
		VEN006808	USSC	APP062147	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Paint	2,389.32		
		VEN000970	Indiana Golf Car	APP062148	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Rental	980.00		
		VEN002259	Central Indiana Hardware	APP062149	6/4/2019	640015343	SPORTS CAMPUS-BLDG MAI	Soccer admin bathroom locks	779.96		
		VEN005272	SHI International	APP062150	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Site Search House	459.00		
		VEN001778	Shelby Materials	APP062151	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Top dressing	3,108.46		
		VEN007453	Residex LLC	APP062152	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Field Herbicide	1,012.09		
		VEN002948	Visit Indy	APP062153	6/4/2019	640015350	SPORTS CAMPUS-DUES/SU	Annual Partnership dues	1,500.00		
		VEN000970	Indiana Golf Car	APP062154	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Golf Cart rentals	630.00		
		VEN001666	Reynolds Farm Equipment	APP062155	6/4/2019	640015472	SPORTS CAMPUS-EQUIPME	Tractor weights	495.00		
		VEN001666	Reynolds Farm Equipment	APP062156	6/4/2019	640015472	SPORTS CAMPUS-EQUIPME	4052R Tractor	30,390.00		
		VEN006329	Bullpen Tournaments	APP062157	6/4/2019	640015224	SPORTS CAMPUS-OPERATI	MacAllister Diam	5,352.00		
		VEN000051	Advanced Turf Solutions	APP062158	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Grass	1,492.40		
		VEN002228	Indiana Sports Properties	APP062159	6/4/2019	640015349	SPORTS CAMPUS-SERVICE	Commission	7,543.20		
	Subtotal for Grand Park								124,399.43		
	Sport Campus Indoor Event Ctr										
		VEN002336	Citizens Westfield	APP061537	5/10/2019	640023342	GP INDOOR-WAT AND SEW	GP Indoor water	594.99	2449	5/10/2019
		VEN002336	Citizens Westfield	APP061537	5/10/2019	640023342	GP INDOOR-WAT AND SEW	GP Indoor sewer	135.66	2449	5/10/2019
		VEN002336	Citizens Westfield	APP061538	5/10/2019	640023328	GP INDOOR-NATURAL GAS	GP Indoor	1,635.78	2450	5/10/2019
		VEN005845	Kinetrex Energy	APP061565	5/10/2019	640023328	GP INDOOR-NATURAL GAS	Heat	1,643.16	2470	5/13/2019
		VEN000589	Duke Energy	APP061654	5/17/2019	640023341	GP INDOOR-ELECTRIC	Electric	12,294.12	2487	5/17/2019
		VEN003729	Metronet	APP061736	5/21/2019	640023224	GP INDOOR-OPERATING SU	GP Indoor	139.95	2489	5/21/2019
		VEN000480	CSI Signs	APP061890	5/30/2019	640023349	GP INDOOR-SERVICES	ATM sign	215.58		
		VEN001637	Ray's Trash Service	APP061891	5/30/2019	640023349	GP INDOOR-SERVICES	Trash	359.36		
		VEN006898	Supply Warehouse Inc	APP061895	5/30/2019	640023349	GP INDOOR-SERVICES	Bathroom supplies	85.80		
		VEN000910	HP Products	APP061897	5/30/2019	640023349	GP INDOOR-SERVICES	Supplies	967.78		
		VEN006390	Ecolab Pest	APP061899	5/30/2019	640023349	GP INDOOR-SERVICES	Pest Control	1,635.32		
		VEN003729	Metronet	APP062014	6/4/2019	640023224	GP INDOOR-OPERATING SU	Internet	232.01		
		VEN000301	Buckeye Power Sales Co	APP062138	6/4/2019	640023349	GP INDOOR-SERVICES	Yearly contract	575.00		

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Fund No. Fund Name									
640 Sports Campus Operating									
Sport Campus Indoor Event Ctr									
VEN001637	Ray's Trash Service	APP062140	6/4/2019	640023349	GP INDOOR-SERVICES	Trash	750.00		
VEN001637	Ray's Trash Service	APP062141	6/4/2019	640023349	GP INDOOR-SERVICES	Trash	351.00		
VEN002958	Indiana Soccer Asso	APP062142	6/4/2019	640023349	GP INDOOR-SERVICES	Rental commission	12,161.00		
VEN002958	Indiana Soccer Asso	APP062160	6/4/2019	640023349	GP INDOOR-SERVICES	Commission	16,710.00		
Subtotal for Sport Campus Indoor Event Ctr							50,486.51		
Subtotal for Fund 640 Sports Campus Operating							216,053.44		
Fund No. Fund Name									
651 Infrastructure Improv									
Public Works									
VEN002019	United Consulting	APP061689	5/17/2019	651013474	INFRASTRUCTURE IMPRO	Monon Trail over SR 32 and T	0.00		
VEN002019	United Consulting	APP061689	5/17/2019	651013474	INFRASTRUCTURE IMPRO	Supplemental 2 Additional De	9,279.00		
Subtotal for Public Works							9,279.00		
Subtotal for Fund 651 Infrastructure Improv							9,279.00		
Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN000008	77 Police and Fire Fund	APP061523	5/10/2019	701008133	PAYROLL-PERF	Non Civilian PERF	55,152.10	700000637	5/10/2019
VEN000920	Huntington National Bank	APP061600	5/15/2019	701008131	PAYROLL-EMPLOYER'S FIC	FICA	33,985.05	700000642	5/17/2019
VEN000920	Huntington National Bank	APP061600	5/15/2019	701008132	PAYROLL-EMPLOYER'S MED	Medicare	7,948.12	700000642	5/17/2019
VEN000920	Huntington National Bank	APP061600	5/15/2019	701008921	PAYROLL-FEDERAL WITHH	Federal	55,502.60	700000642	5/17/2019
VEN000920	Huntington National Bank	APP061600	5/15/2019	701008922	PAYROLL-EMPLOYEE FICA	FICA	33,985.05	700000642	5/17/2019
VEN000920	Huntington National Bank	APP061600	5/15/2019	701008922	PAYROLL-EMPLOYEE FICA	Medicare	7,948.11	700000642	5/17/2019
VEN000959	Indiana Dept Of Revenue	APP061601	5/15/2019	701008923	PAYROLL-STATE WITHHOL	State	16,651.77	700000644	5/17/2019
VEN000959	Indiana Dept Of Revenue	APP061601	5/15/2019	701008923	PAYROLL-STATE WITHHOL	COIT	6,396.85	700000644	5/17/2019
VEN000163	Aul Retirement	APP061610	5/15/2019	701008931	PAYROLL-401A MATCHING-C	Contributions and Loan pmts	23,518.04	700000641	5/17/2019
VEN004836	Nationwide Retirement Solutions	APP061611	5/15/2019	701008931	PAYROLL-401A MATCHING-C	Nationwide	2,854.89	17145	5/15/2019
VEN000948	IN Family and Social Services	APP061612	5/15/2019	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,565.02	700000643	5/17/2019
VEN001583	Police and Firemens Insurance	APP061613	5/15/2019	701008930	PAYROLL-INS. DED	Police and Fire Ins	11.42	17146	5/15/2019
VEN001864	Supporting Heroes	APP061614	5/15/2019	701008991	PAYROLL-MISC	Supporting Heroes	107.02	17147	5/15/2019
VEN000703	Fire Fighters Credit Union	APP061615	5/15/2019	701008141	PAYROLL-UNION DUES	Union Dues WFD	74.00	17148	5/15/2019

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Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
701	Payroll										
	Clerk Treasurer										
		VEN000703	Fire Fighters Credit Union	APP061616	5/15/2019	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,294.90	17149	5/15/2019
		VEN001537	Payroll	APP061617	5/15/2019	701008110	PAYROLL-NET SALARIES	net sal	399,140.31	700000645	5/17/2019
		VEN001550	PERF	APP061651	5/17/2019	701008133	PAYROLL-PERF	Civilian PERF	43,590.27	700000640	5/17/2019
		VEN000008	77 Police and Fire Fund	APP061652	5/17/2019	701008133	PAYROLL-PERF	Non Civilian PERF	55,152.10	700000639	5/17/2019
		VEN000126	Anthem Blue Cross Blue Shield	APP061719	5/21/2019	701008930	PAYROLL-INS. DED	Medical Ins	4,249.27	17150	5/21/2019
		VEN000534	Delta Dental	APP061746	5/22/2019	701008930	PAYROLL-INS. DED	Dental Ins	4,119.81	17151	5/22/2019
		VEN005722	Aflac Premium Holding	APP061817	5/24/2019	701008930	PAYROLL-INS. DED	Aflac Group Ins	3,954.28	17153	5/24/2019
		VEN000058	AFLAC	APP061818	5/24/2019	701008930	PAYROLL-INS. DED	Aflac Ins	6,771.64	17152	5/24/2019
		VEN000959	Indiana Dept Of Revenue	APP061833	5/28/2019	701008923	PAYROLL-STATE WITHHOL	State	16,773.65	700000647	5/28/2019
		VEN000959	Indiana Dept Of Revenue	APP061833	5/28/2019	701008923	PAYROLL-STATE WITHHOL	COIT	6,434.89	700000647	5/28/2019
		VEN002177	Indiana Members Credit Union	APP061834	5/28/2019	701008930	PAYROLL-INS. DED	Employers portion	333.32	17154	5/28/2019
		VEN000920	Huntington National Bank	APP061835	5/28/2019	701008131	PAYROLL-EMPLOYER'S FIC	FICA	34,207.73	700000646	5/28/2019
		VEN000920	Huntington National Bank	APP061835	5/28/2019	701008132	PAYROLL-EMPLOYER'S MED	Medicare	8,000.19	700000646	5/28/2019
		VEN000920	Huntington National Bank	APP061835	5/28/2019	701008921	PAYROLL-FEDERAL WITHH	Federal	54,968.94	700000646	5/28/2019
		VEN000920	Huntington National Bank	APP061835	5/28/2019	701008922	PAYROLL-EMPLOYEE FICA	FICA	34,207.76	700000646	5/28/2019
		VEN000920	Huntington National Bank	APP061835	5/28/2019	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,000.28	700000646	5/28/2019
		VEN001537	Payroll	APP061837	5/28/2019	701008110	PAYROLL-NET SALARIES	net sal	403,511.27		
		VEN000163	Aul Retirement	APP061839	5/28/2019	701008931	PAYROLL-401A MATCHING-C	Contributions and loan pmts	23,196.37		
		VEN000948	IN Family and Social Services	APP061840	5/28/2019	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,565.02		
		VEN004836	Nationwide Retirement Solutions	APP061841	5/28/2019	701008931	PAYROLL-401A MATCHING-C	Contributions and loan pmts	2,754.69	17155	5/28/2019
		VEN000703	Fire Fighters Credit Union	APP061842	5/28/2019	701008141	PAYROLL-UNION DUES	Union Dues WFD	73.00	17156	5/28/2019
		VEN000703	Fire Fighters Credit Union	APP061843	5/28/2019	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,265.08	17157	5/28/2019
		VEN001864	Supporting Heroes	APP061844	5/28/2019	701008991	PAYROLL-MISC	Supporting Heroes	107.02	17159	5/28/2019
		VEN001583	Police and Firemens Insurance	APP061845	5/28/2019	701008930	PAYROLL-INS. DED	Police and Fire Ins	11.42	17158	5/28/2019
	Subtotal for Clerk Treasurer								1,361,383.05		
	Subtotal for Fund 701 Payroll								1,361,383.05		

Fund No. Fund Name

900 Stormwater

	Stormwater										
		VEN002336	Citizens Westfield	APP061525	5/10/2019	900016474	STORM-CONSTRUCTION C	Lagoon	20,441.33	38991	5/10/2019
		VEN001537	Payroll	APP061598	5/15/2019	900016111	STORM-SALARY	Payroll storm	21,211.20	900000162	5/17/2019

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Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
VEN001537	Payroll	APP061598	5/15/2019	900016120	STORM-FICA/MEDICARE	FICA storm	1,254.99	900000162	5/17/2019
VEN001537	Payroll	APP061598	5/15/2019	900016120	STORM-FICA/MEDICARE	Medicare storm	293.51	900000162	5/17/2019
VEN001537	Payroll	APP061598	5/15/2019	900016121	STORM-PERF	PERF storm	2,452.73	900000162	5/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP061718	5/21/2019	900016119	STORM-HEALTH/DENTAL	Medical Ins Storm	10,850.54	39086	5/21/2019
VEN003987	Indiana Reclamation and Excavating	APP061729	5/20/2019	900016434	STORM-STORMWATER MIS	DPW shop	500.00		
VEN000534	Delta Dental	APP061747	5/22/2019	900016119	STORM-HEALTH/DENTAL	Dental Ins	614.86	39087	5/22/2019
VEN001676	Riverview Hospital	APP061820	5/24/2019	900016119	STORM-HEALTH/DENTAL	Riverview Clinic	526.35	39088	5/24/2019
VEN000159	Cardno Inc	APP061832	5/28/2019	900016349	STORM-SERVICE	Mill Street Basin monitoring 3	2,447.25		
VEN001537	Payroll	APP061836	5/28/2019	900016111	STORM-SALARY	sal	21,124.08	900000163	5/28/2019
VEN001537	Payroll	APP061836	5/28/2019	900016120	STORM-FICA/MEDICARE	fica	1,249.59	900000163	5/28/2019
VEN001537	Payroll	APP061836	5/28/2019	900016120	STORM-FICA/MEDICARE	med	292.27	900000163	5/28/2019
VEN001537	Payroll	APP061836	5/28/2019	900016121	STORM-PERF	perf	2,440.35	900000163	5/28/2019
VEN004479	Symetra Life Insurance	APP061946	5/31/2019	900016119	STORM-HEALTH/DENTAL	Life Ins	35.82	39089	5/31/2019
VEN004491	Deirdre and Kent Rinne	APP062056	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	591.30		
VEN007557	Craig Edginton	APP062057	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	357.26		
VEN007543	James Snodgrass	APP062058	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	25.86		
VEN007486	Richard Ash	APP062059	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	43.52		
VEN007509	John and Catherine Pitney	APP062060	6/4/2019	900016370	STORMWATER-REFUND		6.31		
VEN007510	Sharon Stier	APP062061	6/4/2019	900016370	STORMWATER-REFUND		6.03		
VEN007511	Mike Bundy	APP062062	6/4/2019	900016370	STORMWATER-REFUND		7.27		
VEN007512	Jack Myers	APP062063	6/4/2019	900016370	STORMWATER-REFUND		6.45		
VEN007513	Margy Scari	APP062064	6/4/2019	900016370	STORMWATER-REFUND		7.41		
VEN007514	Bodine Belden	APP062065	6/4/2019	900016370	STORMWATER-REFUND		6.17		
VEN007515	Debbie Schoeller	APP062066	6/4/2019	900016370	STORMWATER-REFUND		8.09		
VEN007516	Mike Pedigo	APP062067	6/4/2019	900016370	STORMWATER-REFUND		6.99		
VEN007517	Glenn Zech	APP062068	6/4/2019	900016370	STORMWATER-REFUND		6.17		
VEN007518	Dave Ruffin	APP062069	6/4/2019	900016370	STORMWATER-REFUND		8.23		
VEN007519	Karen Oleson	APP062070	6/4/2019	900016370	STORMWATER-REFUND		7.27		
VEN007519	Karen Oleson	APP062070	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	9.57		
VEN007520	James Rutland	APP062071	6/4/2019	900016370	STORMWATER-REFUND		7.68		
VEN007521	Ron Carvalho	APP062072	6/4/2019	900016370	STORMWATER-REFUND		6.99		
VEN007522	Kenneth Birkle	APP062073	6/4/2019	900016370	STORMWATER-REFUND		6.99		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN007523	Mark Pratt	APP062074	6/4/2019	900016370	STORMWATER-REFUND		6.86		
VEN007524	Jon Osborne	APP062075	6/4/2019	900016370	STORMWATER-REFUND		6.58		
VEN007525	Leah McDuffie	APP062076	6/4/2019	900016370	STORMWATER-REFUND		7.27		
VEN007526	Brian Quick	APP062077	6/4/2019	900016370	STORMWATER-REFUND		7.54		
VEN007527	Lisa Schneider	APP062078	6/4/2019	900016370	STORMWATER-REFUND		7.13		
VEN007528	Michael Pyron	APP062079	6/4/2019	900016370	STORMWATER-REFUND		8.09		
VEN007528	Michael Pyron	APP062079	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	50.82		
VEN007529	Audra Pine	APP062080	6/4/2019	900016370	STORMWATER-REFUND		6.31		
VEN007530	Marcella Scheibe	APP062081	6/4/2019	900016370	STORMWATER-REFUND		6.45		
VEN007531	Robert Rave	APP062082	6/4/2019	900016370	STORMWATER-REFUND		6.58		
VEN007532	Kathryn Hicks	APP062083	6/4/2019	900016370	STORMWATER-REFUND		6.99		
VEN007533	Aaron Hughes	APP062084	6/4/2019	900016370	STORMWATER-REFUND		6.31		
VEN007534	Amy Robison	APP062085	6/4/2019	900016370	STORMWATER-REFUND		7.95		
VEN007535	Mary Kondrat	APP062086	6/4/2019	900016370	STORMWATER-REFUND		8.09		
VEN007535	Mary Kondrat	APP062086	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	51.54		
VEN007536	Matthew Hurst	APP062087	6/4/2019	900016370	STORMWATER-REFUND		6.31		
VEN007537	Wajdi Jreisat	APP062088	6/4/2019	900016370	STORMWATER-REFUND		6.17		
VEN007538	Eva and Billy Shepard Dickerson	APP062089	6/4/2019	900016370	STORMWATER-REFUND		6.45		
VEN007539	Steven McQueen	APP062090	6/4/2019	900016370	STORMWATER-REFUND		12.75		
VEN007540	Jeremy Votaw	APP062091	6/4/2019	900016370	STORMWATER-REFUND		7.27		
VEN007540	Jeremy Votaw	APP062091	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	56.70		
VEN007541	Nancy Regenold	APP062092	6/4/2019	900016370	STORMWATER-REFUND		7.95		
VEN007542	Carol Montgomery	APP062093	6/4/2019	900016370	STORMWATER-REFUND		6.99		
VEN007544	Adam Zosso	APP062094	6/4/2019	900016370	STORMWATER-REFUND		7.95		
VEN007545	Brian Riordan	APP062095	6/4/2019	900016370	STORMWATER-REFUND		6.03		
VEN007546	Michelle Boehle	APP062096	6/4/2019	900016370	STORMWATER-REFUND		8.09		
VEN007547	Jessica Dirksen	APP062097	6/4/2019	900016370	STORMWATER-REFUND		7.95		
VEN007547	Jessica Dirksen	APP062097	6/4/2019	900016370	STORMWATER-REFUND	Overpayment	65.85		
VEN007548	Linda Johnston	APP062098	6/4/2019	900016370	STORMWATER-REFUND		6.03		
VEN007549	Toby Hammond	APP062099	6/4/2019	900016370	STORMWATER-REFUND		8.23		
VEN007550	Callie Mehling	APP062100	6/4/2019	900016370	STORMWATER-REFUND		7.95		
VEN007551	Sally Manning	APP062101	6/4/2019	900016370	STORMWATER-REFUND		6.99		

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Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
VEN007552	Shelly Walters	APP062102	6/4/2019	900016370	STORMWATER-REFUND		6.03		
VEN007553	Robin Kavanaugh	APP062103	6/4/2019	900016370	STORMWATER-REFUND		6.99		
VEN007554	Michelle and Chris Welsh	APP062104	6/4/2019	900016370	STORMWATER-REFUND		8.23		
VEN007003	Austin Fox Welter	APP062105	6/4/2019	900016370	STORMWATER-REFUND		6.99		
VEN007555	Grant Christensen	APP062106	6/4/2019	900016370	STORMWATER-REFUND		7.95		
VEN007556	Nathan Guetzko	APP062107	6/4/2019	900016370	STORMWATER-REFUND		6.99		
	Subtotal for Stormwater						87,333.78		
	Subtotal for Fund 900 Stormwater						87,333.78		
Fund No.	Fund Name								
902	SW 2017 B and I Sinking								
	Stormwater								
VEN000920	Huntington National Bank	APP062108	6/4/2019	902016380	STORM-2017 BD SINKING F	Rev Bond 2017	140,000.00		
VEN000920	Huntington National Bank	APP062108	6/4/2019	902016381	STORM-2017 BD SINKING F	Rev Bond 2017	36,864.00		
	Subtotal for Stormwater						176,864.00		
	Subtotal for Fund 902 SW 2017 B and I Sinking						176,864.00		
Fund No.	Fund Name								
950	Trash								
	Trash								
VEN001637	Ray's Trash Service	APP061520	5/10/2019	950017851	TRASH-RES QRTLY FEE CO	Quart summary	72,051.35	39066	5/13/2019
VEN007509	John and Catherine Pitney	APP062060	6/4/2019	950017370	TRASH-REFUND		1.52		
VEN007509	John and Catherine Pitney	APP062060	6/4/2019	950017370	TRASH-REFUND		18.23		
VEN007510	Sharon Stier	APP062061	6/4/2019	950017370	TRASH-REFUND		1.45		
VEN007510	Sharon Stier	APP062061	6/4/2019	950017370	TRASH-REFUND		17.44		
VEN007511	Mike Bundy	APP062062	6/4/2019	950017370	TRASH-REFUND		1.75		
VEN007511	Mike Bundy	APP062062	6/4/2019	950017370	TRASH-REFUND		21.00		
VEN007512	Jack Myers	APP062063	6/4/2019	950017370	TRASH-REFUND		1.55		
VEN007512	Jack Myers	APP062063	6/4/2019	950017370	TRASH-REFUND		18.62		
VEN007513	Margy Scarl	APP062064	6/4/2019	950017370	TRASH-REFUND		1.78		
VEN007513	Margy Scarl	APP062064	6/4/2019	950017370	TRASH-REFUND		21.40		
VEN007514	Bodine Belden	APP062065	6/4/2019	950017370	TRASH-REFUND		1.48		

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Vendor No.										
Fund No.	Fund Name									
950	Trash									
	Trash									
VEN007514	Bodine Belden	APP062065	6/4/2019	950017370	TRASH-REFUND			17.83		
VEN007515	Debbie Schoeller	APP062066	6/4/2019	950017370	TRASH-REFUND			1.95		
VEN007515	Debbie Schoeller	APP062066	6/4/2019	950017370	TRASH-REFUND			23.38		
VEN007516	Mike Pedigo	APP062067	6/4/2019	950017370	TRASH-REFUND			1.68		
VEN007516	Mike Pedigo	APP062067	6/4/2019	950017370	TRASH-REFUND			20.21		
VEN007517	Glenn Zech	APP062068	6/4/2019	950017370	TRASH-REFUND			1.48		
VEN007517	Glenn Zech	APP062068	6/4/2019	950017370	TRASH-REFUND			17.83		
VEN007518	Dave Ruffin	APP062069	6/4/2019	950017370	TRASH-REFUND			1.98		
VEN007518	Dave Ruffin	APP062069	6/4/2019	950017370	TRASH-REFUND			23.77		
VEN007519	Karen Oleson	APP062070	6/4/2019	950017370	TRASH-REFUND			1.75		
VEN007519	Karen Oleson	APP062070	6/4/2019	950017370	TRASH-REFUND			21.00		
VEN007520	James Rutland	APP062071	6/4/2019	950017370	TRASH-REFUND			1.85		
VEN007520	James Rutland	APP062071	6/4/2019	950017370	TRASH-REFUND			22.19		
VEN007521	Ron Carvalho	APP062072	6/4/2019	950017370	TRASH-REFUND			1.68		
VEN007521	Ron Carvalho	APP062072	6/4/2019	950017370	TRASH-REFUND			20.21		
VEN007522	Kenneth Birkle	APP062073	6/4/2019	950017370	TRASH-REFUND			1.68		
VEN007522	Kenneth Birkle	APP062073	6/4/2019	950017370	TRASH-REFUND			20.21		
VEN007523	Mark Pratt	APP062074	6/4/2019	950017370	TRASH-REFUND			1.65		
VEN007523	Mark Pratt	APP062074	6/4/2019	950017370	TRASH-REFUND			19.81		
VEN007524	Jon Osborne	APP062075	6/4/2019	950017370	TRASH-REFUND			1.58		
VEN007524	Jon Osborne	APP062075	6/4/2019	950017370	TRASH-REFUND			19.02		
VEN007525	Leah McDuffie	APP062076	6/4/2019	950017370	TRASH-REFUND			1.75		
VEN007525	Leah McDuffie	APP062076	6/4/2019	950017370	TRASH-REFUND			21.00		
VEN007526	Brian Quick	APP062077	6/4/2019	950017370	TRASH-REFUND			1.81		
VEN007526	Brian Quick	APP062077	6/4/2019	950017370	TRASH-REFUND			21.79		
VEN007527	Lisa Schneider	APP062078	6/4/2019	950017370	TRASH-REFUND			1.71		
VEN007527	Lisa Schneider	APP062078	6/4/2019	950017370	TRASH-REFUND			20.60		
VEN007528	Michael Pyron	APP062079	6/4/2019	950017370	TRASH-REFUND			1.95		
VEN007528	Michael Pyron	APP062079	6/4/2019	950017370	TRASH-REFUND			23.38		
VEN007529	Audra Pine	APP062080	6/4/2019	950017370	TRASH-REFUND			1.52		
VEN007529	Audra Pine	APP062080	6/4/2019	950017370	TRASH-REFUND			18.23		
VEN007530	Marcella Scheibe	APP062081	6/4/2019	950017370	TRASH-REFUND			1.55		

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Fund No. Fund Name									
950	Trash								
	Trash								
VEN007530	Marcella Scheibe	APP062081	6/4/2019	950017370	TRASH-REFUND		18.62		
VEN007531	Robert Rave	APP062082	6/4/2019	950017370	TRASH-REFUND		1.58		
VEN007531	Robert Rave	APP062082	6/4/2019	950017370	TRASH-REFUND		19.02		
VEN007532	Kathryn Hicks	APP062083	6/4/2019	950017370	TRASH-REFUND		1.68		
VEN007532	Kathryn Hicks	APP062083	6/4/2019	950017370	TRASH-REFUND		20.21		
VEN007533	Aaron Hughes	APP062084	6/4/2019	950017370	TRASH-REFUND		1.52		
VEN007533	Aaron Hughes	APP062084	6/4/2019	950017370	TRASH-REFUND		18.23		
VEN007534	Amy Robison	APP062085	6/4/2019	950017370	TRASH-REFUND		1.91		
VEN007534	Amy Robison	APP062085	6/4/2019	950017370	TRASH-REFUND		22.98		
VEN007535	Mary Kondrat	APP062086	6/4/2019	950017370	TRASH-REFUND		1.95		
VEN007535	Mary Kondrat	APP062086	6/4/2019	950017370	TRASH-REFUND		23.38		
VEN007536	Matthew Hurst	APP062087	6/4/2019	950017370	TRASH-REFUND		1.52		
VEN007536	Matthew Hurst	APP062087	6/4/2019	950017370	TRASH-REFUND		18.23		
VEN007537	Wajdi Jreisat	APP062088	6/4/2019	950017370	TRASH-REFUND		1.48		
VEN007537	Wajdi Jreisat	APP062088	6/4/2019	950017370	TRASH-REFUND		17.83		
VEN007538	Eva and Billy Shepard Dickerson	APP062089	6/4/2019	950017370	TRASH-REFUND		1.55		
VEN007538	Eva and Billy Shepard Dickerson	APP062089	6/4/2019	950017370	TRASH-REFUND		18.62		
VEN007539	Steven McQueen	APP062090	6/4/2019	950017370	TRASH-REFUND		3.07		
VEN007539	Steven McQueen	APP062090	6/4/2019	950017370	TRASH-REFUND		36.85		
VEN007540	Jeremy Votaw	APP062091	6/4/2019	950017370	TRASH-REFUND		1.75		
VEN007540	Jeremy Votaw	APP062091	6/4/2019	950017370	TRASH-REFUND		21.00		
VEN007541	Nancy Regenold	APP062092	6/4/2019	950017370	TRASH-REFUND		1.91		
VEN007541	Nancy Regenold	APP062092	6/4/2019	950017370	TRASH-REFUND		22.98		
VEN007542	Carol Montgomery	APP062093	6/4/2019	950017370	TRASH-REFUND		1.68		
VEN007542	Carol Montgomery	APP062093	6/4/2019	950017370	TRASH-REFUND		20.21		
VEN007544	Adam Zosso	APP062094	6/4/2019	950017370	TRASH-REFUND		1.91		
VEN007544	Adam Zosso	APP062094	6/4/2019	950017370	TRASH-REFUND		22.98		
VEN007545	Brian Riordan	APP062095	6/4/2019	950017370	TRASH-REFUND		1.45		
VEN007545	Brian Riordan	APP062095	6/4/2019	950017370	TRASH-REFUND		17.44		
VEN007546	Michelle Boehle	APP062096	6/4/2019	950017370	TRASH-REFUND		1.95		
VEN007546	Michelle Boehle	APP062096	6/4/2019	950017370	TRASH-REFUND		23.38		
VEN007547	Jessica Dirksen	APP062097	6/4/2019	950017370	TRASH-REFUND		1.91		

Purchase Invoice Register

City of Westfield

Report Date Range: 05/10/19..06/04/19

6/4/2019 3:57 PM

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WESTFIELD\KGAGNON

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									
VEN007547	Jessica Dirksen	APP062097	6/4/2019	950017370	TRASH-REFUND		22.98			
VEN007548	Linda Johnston	APP062098	6/4/2019	950017370	TRASH-REFUND		1.45			
VEN007548	Linda Johnston	APP062098	6/4/2019	950017370	TRASH-REFUND		17.44			
VEN007549	Toby Hammond	APP062099	6/4/2019	950017370	TRASH-REFUND		1.98			
VEN007549	Toby Hammond	APP062099	6/4/2019	950017370	TRASH-REFUND		23.77			
VEN007550	Callie Mehling	APP062100	6/4/2019	950017370	TRASH-REFUND		1.91			
VEN007550	Callie Mehling	APP062100	6/4/2019	950017370	TRASH-REFUND		22.98			
VEN007551	Sally Manning	APP062101	6/4/2019	950017370	TRASH-REFUND		1.68			
VEN007551	Sally Manning	APP062101	6/4/2019	950017370	TRASH-REFUND		20.21			
VEN007552	Shelly Walters	APP062102	6/4/2019	950017370	TRASH-REFUND		1.45			
VEN007552	Shelly Walters	APP062102	6/4/2019	950017370	TRASH-REFUND		17.44			
VEN007553	Robin Kavanaugh	APP062103	6/4/2019	950017370	TRASH-REFUND		1.68			
VEN007553	Robin Kavanaugh	APP062103	6/4/2019	950017370	TRASH-REFUND		20.21			
VEN007554	Michelle and Chris Welsh	APP062104	6/4/2019	950017370	TRASH-REFUND		1.98			
VEN007554	Michelle and Chris Welsh	APP062104	6/4/2019	950017370	TRASH-REFUND		23.77			
VEN007003	Austin Fox Welter	APP062105	6/4/2019	950017370	TRASH-REFUND		1.68			
VEN007003	Austin Fox Welter	APP062105	6/4/2019	950017370	TRASH-REFUND		20.21			
VEN007555	Grant Christensen	APP062106	6/4/2019	950017370	TRASH-REFUND		1.91			
VEN007555	Grant Christensen	APP062106	6/4/2019	950017370	TRASH-REFUND		22.98			
VEN007556	Nathan Guetzko	APP062107	6/4/2019	950017370	TRASH-REFUND		1.68			
VEN007556	Nathan Guetzko	APP062107	6/4/2019	950017370	TRASH-REFUND		20.21			
VEN001637	Ray's Trash Service	APP062111	6/4/2019	950017850	TRASH-TRASH BAGS CONT	Overage of bags	157.00			
VEN004882	Technology Recyclers	APP062112	6/4/2019	950017349	TRASH-ADM SERVICES	CRT TVs and monitors recycli	680.00			
Subtotal for Trash							73,972.98			
Subtotal for Fund 950 Trash							73,972.98			
Posted Invoices Total							6,325,552.74			

Report Date Range:

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
202	Local Road and Street (LRS)						
	Clerk Treasurer						
VEN001142	JP Morgan Chase	ACP001675	5/30/2019	101965	pCard Payable	Pcard May closing 043019	7,786.79
	Subtotal for						7,786.79
	Subtotal by Fund 202 Local Road and Street (LRS)						7,786.79
Fund No.	Fund Name						
203	Fire Operating						
	Clerk Treasurer						
VEN001142	JP Morgan Chase	ACP001675	5/30/2019	101965	pCard Payable	Pcard May closing 043019	20,855.29
	Subtotal for						20,855.29
	Subtotal by Fund 203 Fire Operating						20,855.29
Fund No.	Fund Name						
206	Parks Programming/Events						
	Clerk Treasurer						
VEN001142	JP Morgan Chase	ACP001675	5/30/2019	101965	pCard Payable	Pcard May closing 043019	1,818.37
	Subtotal for						1,818.37
	Subtotal by Fund 206 Parks Programming/Events						1,818.37
Fund No.	Fund Name						
239	Law Enforcement						
	Clerk Treasurer						
VEN001142	JP Morgan Chase	ACP001675	5/30/2019	101965	pCard Payable	Pcard May closing 043019	4,724.35
	Subtotal for						4,724.35
	Subtotal by Fund 239 Law Enforcement						4,724.35
Fund No.	Fund Name						
264	Road and Street Improvement (Road Impact)						
	Public Works						
VEN002709	Lochmueller Group Inc	ACP001680	6/4/2019	264013349	Road Impact-Services	Road and Street Improvement	1.00
VEN002709	Lochmueller Group Inc	ACP001681	6/4/2019	264013349	Road Impact-Services	adj PO003712	654.00
	Subtotal for						655.00
	Subtotal by Fund 264 Road and Street Improvement (Road Impact)						655.00

Report Date Range:

Credit Memos

Fund No.	Fund Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
269	Training Facility Center						
	Clerk Treasurer						
	VEN001142 JP Morgan Chase	ACP001675	5/30/2019	101965	pCard Payable	Pcard May closing 043019	853.22
	Subtotal for						853.22
	Subtotal by Fund 269 Training Facility Center						853.22
346	Go Bond 2018						
	Clerk Treasurer						
	VEN001142 JP Morgan Chase	ACP001675	5/30/2019	101965	pCard Payable	Pcard May closing 043019	4,513.00
	Subtotal for						4,513.00
	Subtotal by Fund 346 Go Bond 2018						4,513.00
640	Sports Campus Operating						
	Clerk Treasurer						
	VEN001142 JP Morgan Chase	ACP001675	5/30/2019	101965	pCard Payable	Pcard May closing 043019	20,583.75
	Subtotal for						20,583.75
	Subtotal by Fund 640 Sports Campus Operating						20,583.75
	Credit Memo Total						298,008.29

RESOLUTION NUMBER 19-109

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA REGARDING THE DESIGNATION OF AN ECONOMIC REVITALIZATION AREA

WHEREAS, pursuant to I.C. 6-1.1-12.1-1, *et. seq.* (the "Act"), the City of Westfield, Indiana (the "City") by and through its Common Council acting in its capacity as the fiscal body of the City and acting as the designating body identified in the Act (the "Council") has the right and opportunity to abate the payment of real property taxes for real estate located within an area declared by the Council to be an Economic Revitalization Area and to also abate the payment of personal property taxes within the Economic Revitalization Area; and

WHEREAS, pursuant to the Act, the Council may find that a particular area within the jurisdiction of the City is an Economic Revitalization Area and may by adoption of a resolution declare such area to be an Economic Revitalization Area which resolution must be confirmed, modified, or rescinded; and

WHEREAS, the Council desires to declare the area generally located at 2101 Bastian Court, Westfield, Indiana more particularly described in Exhibit A (the "Area") attached hereto and made a part hereof which Area is also shown on the map attached hereto as Exhibit B and made a part hereof as an Economic Revitalization Area in which property owners and lessees making application to the City pursuant to the Act subsequently approved by this Council pursuant to the Act may receive real property tax abatement and/or personal property tax abatement pursuant to the applicable procedures of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA AS FOLLOWS:

SECTION I. The Area is located within the corporate boundaries of the City.

SECTION II. The Area is hereby declared to be an Economic Revitalization Area as defined in the Act.

SECTION III. A public hearing shall be held at the time and place of the regular meeting of the Council on July 8, 2019 at 7:00 P.M. at the Westfield City Hall, 130 Penn Street, Westfield, Indiana. The Council shall publish or cause to be published, pursuant to the Act, notice (the "Notice") of the adoption and substance of this Resolution in accordance with I.C. 5-3-1 one (1) time at least ten (10) days before the date of the public hearing on this matter (the "Public Hearing"), which Notice shall state the date and time for the Public Hearing, that the Council will hear all remonstrance's and objections from interested persons at the Public Hearing, that at the conclusion of the Public Hearing the Council may take final action on the proposed designation determining whether the qualifications

for an economic revitalization area have been met and confirming, modifying, or rescinding this Resolution, and that a copy of this Resolution, including the description of the Area, has been filed with and shall be available for inspection in the office of the Hamilton County Assessor.

SECTION IV. Pursuant to Section 2.5(b) of the Act, a copy of this Resolution shall be filed with the Hamilton County Assessor.

SECTION V. Pursuant to Section 2.5(c) of the Act, the Council shall file a copy of the Notice with each taxing unit that has authority to levy property taxes in the geographic area where the Area is located. Such information shall be filed with the officers of the taxing unit who are authorized to fix budgets, tax rates, and tax levies under I.C. 6 1.1-17-5 at least ten (10) days prior to the date of the Public Hearing.

SECTION VI. This Resolution shall be in full force and effect immediately upon its adoption.

THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS ____ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Chuck Lehman

Chuck Lehman

Chuck Lehman

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Dr. Mark Keen

Dr. Mark Keen

Dr. Mark Keen

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Joe Edwards

Joe Edwards

Joe Edwards

ATTEST:

Cindy Gossard, Clerk-Treasurer

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

I hereby certify that RESOLUTION 19-109 was delivered to the Mayor of Westfield on the _____ day of _____, 2019, at _____m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 19-109
This _____ day of _____, 2017

I hereby VETO Resolution 19-109
This _____ day of _____, 2017

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

Prepared By:
Amanda Rubadue, Associate Planner
Economic and Community Development Department
City of Westfield, Indiana

EXHIBIT A

Legal Description of Area

Lot 2 in Secondary Plat for Northpoint – Phase I, as per plat thereof recorded on December 29, 2017, as Instrument Number 2017063934, in Plat Cabinet 5, Slide 776, on the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B





Westfield City Council Report

Ordinance Number:	19-15
APC Petition Number:	1905-PUD-10
Petitioner:	WestCreek Partners LLC (the “Petitioner”)
Requested Action:	A change in zoning of approximately 13.285 acres +/- from the LB: Local and Neighborhood Business District to the Westfield Center PUD District.
Current Zoning:	LB: Local and Neighborhood Business District
Current Land Use:	Commercial Center
Acreage:	13.285 acres +/-
Exhibits:	1. Staff Report & APC Certification 2. Location Map 3. Concept Plan 4. Ord. 19-15 (Westfield Center PUD)
Staff Reviewer:	Kevin M. Todd, AICP

PETITION HISTORY

This petition was introduced at the [April 8, 2019, City Council meeting](#). The petition received a public hearing at [the May 20, 2019, Advisory Plan Commission](#) (the “Plan Commission”) meeting. The Plan Commission forwarded a unanimous favorable recommendation (8-0) to the City Council at its [June 3, 2019](#), meeting.

PROJECT OVERVIEW

Location: The subject properties (collectively, the “Property”) encompass approximately 13.285 acres +/- and includes real estate located generally at 701 E. Main Street, commonly known today as Creekside Center (see **Exhibit 2**). The Property is currently zoned a combination of the LB: Local and Neighborhood Business District.

Property History: The existing commercial center was built in three phases between 2001 and 2005 (APC Docket Numbers: 0105-DP-11; 0303-DP-05; and 0505-DP-24).

Project Description: The Petitioner desires to subdivide the property in a conventional manner that would result in existing buildings being located on individual lots. The development and construction of the center occurred prior to the City requiring non-residential platting, and as a result, a few of today's lot and development standards would not allow the property to be platted in a manner that would result in individual buildings on individual lots. This proposed PUD Ordinance would address those issues so that the property can be properly subdivided. No further building/development is contemplated by this project.

Concept Plan: The proposed ordinance incorporates a Concept Plan (see **Exhibit 3**), which includes all existing buildings on the Property. No further building/development is contemplated by this project. The Property would be required to remain in substantial compliance with that exhibit.

Permitted Uses: As proposed, the PUD Ordinance would default to the underlying LB: Local and Neighborhood Business District uses. Special Exceptions would not be permitted.

General Standards: The underlying LB standards would apply, except that there would not be a Minimum Front Yard Setback requirement along the internal Private Street.

State Highway 32 Overlay: The State Highway 32 Overlay Standards would apply to this site, except that the Access Road requirement (Article 5.3(F)(3)) and the Trail Corridor requirement (Article 5.3(K)) would not be applicable. After review with the Westfield Public Works Department, it has been determined that neither of these improvements are feasible on this Property.

Development Standards: As proposed, the PUD Ordinance would default to the UDO's development standards, except the following modification:

Landscaping Standards: The Perimeter Parking Area Landscaping requirements (Article 6.8(O)(2)) would not apply to adjoining parking lots that share a Lot Line.

Design Standards: As proposed, the PUD Ordinance would default to the UDO's design standards, except the following modification:

Private Streets: Because the existing internal drive/private street was built under a different set of construction standards and likely was not considered a private street when it was constructed, this proposal would give the Public Works Director the ability to waive or modify the current design specifications, if necessary.

Cool Creek Trail Corridor: This proposal requires the land needed for the Cool Creek Trail to be provided along the creek. This requirement will be satisfied through the platting process.

Midland Trace Trail Connection: During the previous development plan processes, a pedestrian connection to the Midland Trace Trail was discussed, agreed-to, and ultimately required as a condition of approval for 0303-DP-05. Since the Midland Trace Trail was not yet built adjacent to this Property at that time, the construction of this connection pathway was allowed to be delayed. There is now something to connect to, as the Trail now exists adjacent to this Property. This proposed standard would codify in this PUD Ordinance, the Plan Commission's previous requirement for the pedestrian connection.

The proposed standard would allow a material other than asphalt or concrete, as long as the pathway met ADA standards.

COMPREHENSIVE PLAN

The Future Land Use Plan in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Property as “Employment Corridor”. Office and service uses are identified as appropriate land uses within a highway/employment corridor. Retail and institutional land uses are subordinate to and supportive of office and service uses are identified in the Comprehensive Plan as appropriate land uses within a highway/employment corridor. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

MODIFICATIONS SINCE THE INTRODUCTION

Since the Council introduction, modifications were made to the PUD Ordinance to add requirements regarding: 1) a pedestrian connection to the Midland Trace Trail, and 2) accommodations for the future Cool Creek Trail.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the May 20, 2019, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission’s Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the April 8, 2019, City Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its June 3, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed).

City Council

Introduction: April 8, 2019

Eligible for Adoption: June 10, 2019

Submitted by: Kevin M. Todd, AICP

Economic and Community Development Department

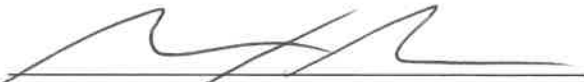
**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION**

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, May 20, 2019, 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.	1905-PUD-10
Ordinance No.	19-15
Petitioner	WestCreek Partners LLC
Description	A change in zoning of approximately 13.285 acres +/- from the LB: Local and Neighborhood Business District to the Westfield Center PUD District.

On June 3, 2019, a motion was made and passed to send a favorable recommendation (Vote: 8 in favor, 0 opposed) of the proposal to the City Council:

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



Matthew S. Skelton, Secretary

June 4, 2019

Date

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO
THE OAK MANOR NORTH PLANNED UNIT DEVELOPMENT DISTRICT BEING
THAT OF ORDINANCE 05-04 AND THE UNIFIED DEVELOPMENT ORDINANCE**

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

WHEREAS, the Westfield-Washington Township Plan Commission (“Commission”) considered a petition (**Petition No.** _____) filed with the Commission requesting an amendment to Ordinance 05-04, the Oak Manor North PUD, enacted by the Town Council on February 14, 2005, recorded as Instrument No. 200500013557 in the Office of the Recorder of Hamilton County, Indiana (the “Original PUD Ordinance”), specific to the real estate more particularly described in **Exhibit A** attached hereto and made a part hereof (the “Real Estate”); and (Amendment Parcel)

WHEREAS, the Commission forward **Petition No.** _____ to the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) with a _____ recommendation (____ in favor _____ against) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505; and

WHEREAS, the Secretary of Commission certified the action of the Commission to the Common Council on _____, 2019; and

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

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

Section 1. **Applicability of Ordinance.**

- 1.1 This Ordinance shall amend the Original PUD Ordinance, in its entirety as applicable to the Real Estate. In order to add an additional permitted use – Middle/Jr. High School – High School.
- 1.2 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the “**Oak Manor North II PUD District**” (the “District”).
- 1.3 Development of the Real Estate shall be governed by (i) the provisions of the Ordinance 05-04 and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or Ordinance 05-04.
- 1.4 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance unless otherwise stated.
- 1.5 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate shall be superseded by the terms of this Ordinance.

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

Section 3. **Underlying Zoning District.** The Underlying Zoning District (the “Underlying Zoning District”) shall be GB: General Business.

Section 4. **Permitted Land Uses.** All uses permitted in Ordinance 05-04, The Oak Manor North PUD shall be permitted on the Real Estate, and additionally, Middle School/Jr. High School and High School shall be a permitted use.

Section 5. **State Highway 32 Overlay District.** The regulations of Article 5.3 Overlay Districts; State Highway 32 Overlay District (the “SR 32 Overlay”) shall apply to the development of the Real Estate.

Section 6. **Development Standards.** The standards of Section 2.3 of Ordinance 05-04, The Oak Manor PUD setting for the Development and Architectural Standards shall apply to the development of the Real Estate except as otherwise modified below herein.

Section 7. **Sign Standards:** The Sign Standards set forth in Section 2.5 of Ordinance 05-04, the Oak Manor North PUD Shall apply, except as otherwise modified below:

- An Individual Monument Sign with manual or electronic changeable copy may be place on the Real Estate.
- Manual changeable copy signage shall be maintained in a presentable condition at all times, including replacement of defective or missing parts and/or letters, cleaning, and other acts required for maintenance of said signage.

Section 8. **Infrastructure Standards.** The Real Estate’s infrastructure shall comply with the Unified Development Ordinance and the City’s Construction Standards unless otherwise approve by the Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of development on the Real Estate.

ALL OF WHICH IS ORDAINED/RESOLVED THIS _____ DAY OF _____,
2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE _____ was delivered to the May of Westfield on the _____ day of _____, 2019 at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE _____
this _____ day of _____, 2019.

I hereby VETO ORDINANCE _____
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by: E. Davis Coots, Coots, Henke & Wheeler, P.C., 255 E. Carmel Drive, Carmel, IN 46032.

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: E. Davis Coots, Coots, Henke & Wheeler, P.C., 255 E. Carmel Drive, Carmel, IN 46032.

SCHEDULE OF EXHIBITS

Exhibit A **Real Estate (Legal Description)**

City of Westfield ArcGIS Online Map



6/3/2019, 2:26:37 PM

Rivers & Streams

Lakes & Reservoirs

Minor Roads

Major Roads

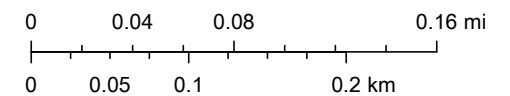
State Highways

Interstates & US Highways

Subdivisions

 Parcel Boundary (public)

1:4,800



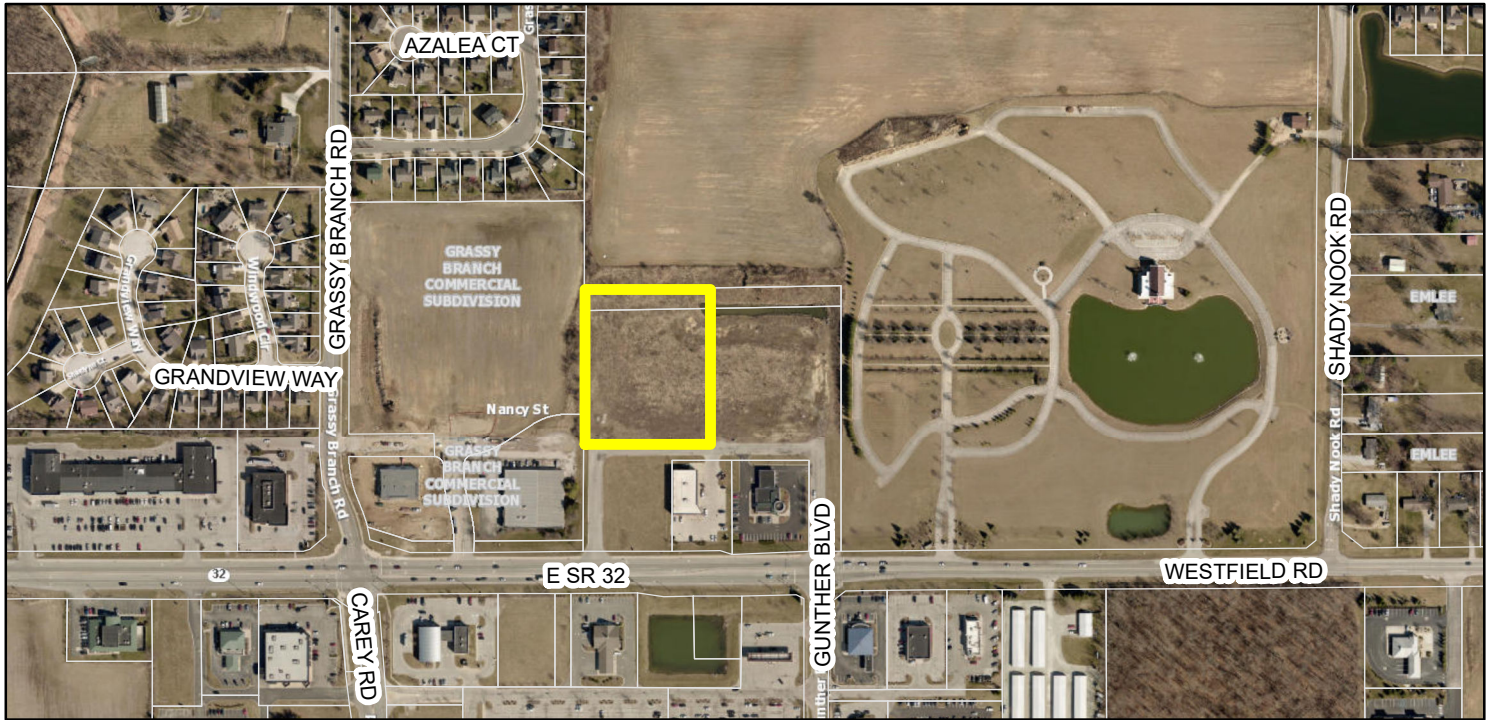
1907-PUD-15

Oak Manor North PUD Amendment II

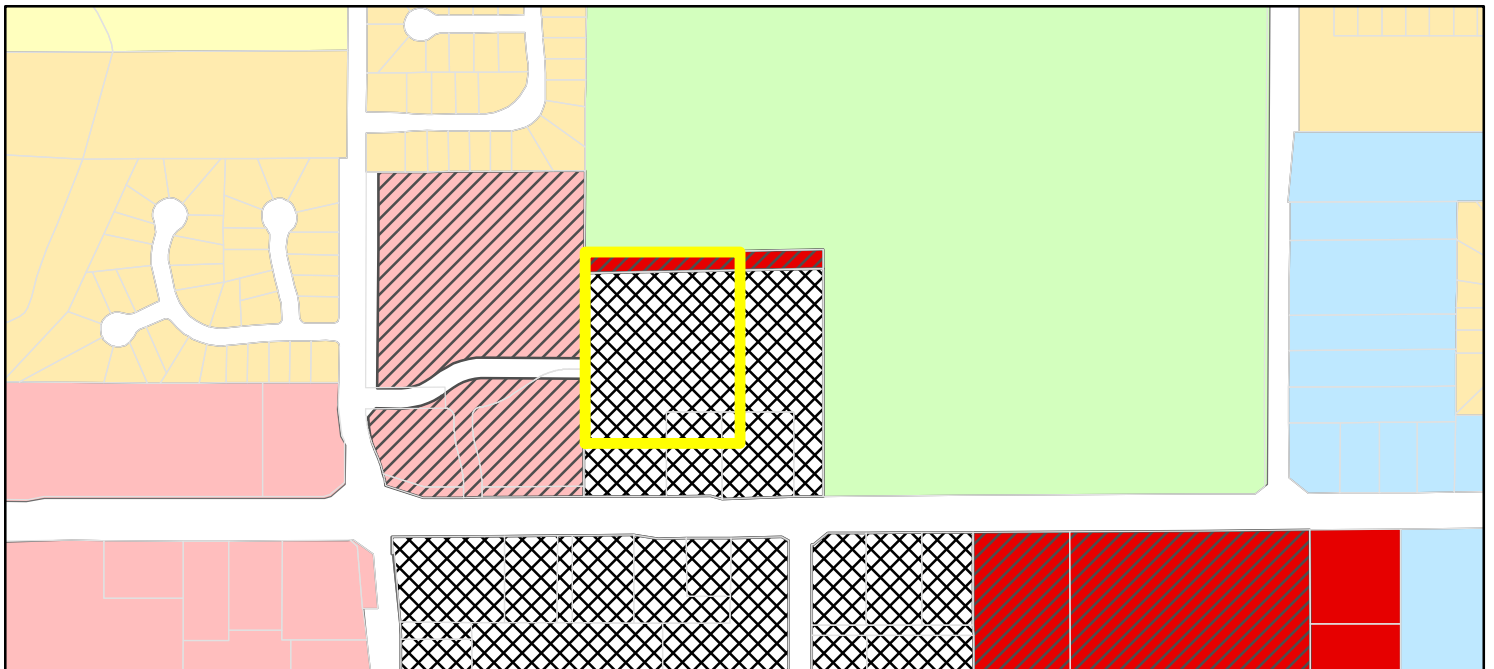
Not To Scale

Aerial Location Map

 Site



Zoning Map



 Parcel	 GO (General Office)
Zoning - All	 LB (Local Business)
Zoning	 LB-PD (Local Business - Planned Development)
 AG-SF1 (Agriculture - Single Family - 1)	 PUD (Planned Unit Development)
 GB (General Business)	 SF-2 (Single Family - 2)
 GB-PD (General Business - Planned Development)	 SF-4 (Single Family - 4)



Westfield City Council Members

Mark Keen, President (District 1)
Steve Hoover (District 2)
Robert L. Horkay, (District 5)
Chuck Lehman, (District 4)
Joe Edwards (District 3)
Cindy L. Spoljaric (At Large)
Jim Ake Vice President (At Large)



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_06_10_2019

Monday, June 10, 2019 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, June 10, 2019 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

Special Proclamation: Samantha Brown, from Carey Ridge will be Mayor for the Evening

Pledge of Allegiance

Invocation by Rob Griepentrog with OnSite Internal Prayer

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 5-13-19](#)

Claims:

Documents: [Docket](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Special Presentation: WHS & WGT -Youth Climate Accord (working to reduce carbon footprint)

Old Business:**Ordinance 19-11: Chatham Hill PUD Amendment VI****Council Introduction: April 8, 2019****APC Public Hearing: May 8, 2019****APC Recommendation: May 20, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-11](#) | [Concept Plan](#) | [Location Map](#) | [Neighborhood Meeting Summary](#) | [Public Comment](#) | [APC Certification](#) | [Department Report](#)****Ordinance 19-12: Austrian Pine PUD****Council Introduction: April 8, 2019****APC Public Hearing: May 8, 2019****APC Recommendation: May 20, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-12](#) | [Staff Report](#) | [Location Map](#) | [Comprehensive Plan](#) | [Concept Plan](#) | [Illustrative Layout](#) | [Character Exhibit](#) | [APC Certification](#)****Ordinance 19-14: Westfield High School Campus PUD District****Council Introduction: May 13, 2019****APC Public Hearing: May 20, 2019****APC Recommendation: June 3, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-14](#) | [Staff Report](#) | [Location Map](#) | [Concept Plan](#)****Ordinance 19-15: Westfield Center PUD District****Council Introduction: April 8, 2019****APC Public Hearing: May 20, 2019****APC Recommendation: June 3, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-15](#) | [Staff Report](#) | [Location Map](#) | [Concept Plan](#)****Ordinance 19-18: Wheeler Landing Note****Council Introduction: May 13, 2019****Adoption Consideration: June 10, 2019****Documents: [Ordinance 19-18](#) | [Financing Agreement](#)****New Business:****Resolution 19-109: Establishment of an Economic Revitalization Area for 2101 Bastian Ct.****Council Introduction: June 10, 2019****Adoption Consideration: June 10, 2019****Documents: [Resolution 19-109](#) | [GIS Map](#)**

Ordinance 19-19: Oak Manor North PUD Amendment II (Options Charter School)**Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** August 5, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-19](#) | [Location Map](#)**Ordinance 19-20: Grand Park Fieldhouse PUD Amendment II (Recovery Room)****Council Introduction:** June 10, 2019**APC Public Hearing:** June 17, 2019**APC Recommendation:** July 1, 2019**Adoption Consideration:** July 8, 2019**Documents:** [Ordinance 19-20](#) | [Location Map](#) | [Concept Plan](#) | [Character Exhibit](#)**Ordinance 19-21: Midtown at Westfield PUD****Council Introduction:** June 10, 2019**APC Public Hearing:** July 15, 2019**APC Recommendation:** August 19, 2019**Adoption Consideration:** September 9, 2019**Documents:** [Ordinance 19-21](#) | [Character Exhibits](#) | [Concept Plan](#) | [Location Map](#) | [Narrative Statement](#) | [Petitioner's Presentation](#)**Ordinance 19-22: Westchester PUD Amendment****Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** August 5, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-22](#) | [Location Map](#) | [Modified Voluntary Commitments](#) | [Project Narrative](#) | [Petitioner's Presentation](#)**Ordinance 19-23: Union Row****Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** July 15, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-23](#) | [Location Map](#) | [Presentation Exhibit](#)**Ordinance 19-24: Bridlewood Subdivision****Council Introduction:** June 10, 2019**APC Public Hearing:** July 1, 2019**APC Recommendation:** July 15, 2019**Adoption Consideration:** August 12, 2019**Documents:** [Ordinance 19-24](#) | [Bridlewood Zoning Request](#) | [Bridlewood Location Map](#)

Miscellaneous Business: Approval of A Food Truck at Westfield-Washington Public Library on July 12, 2019

Guests:

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

Council Response to Guest Comments

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting



Westfield City Council Report

Ordinance Number:	19-14
APC Petition Number:	1904-PUD-06
Petitioner:	Westfield-Washington Schools (the “Petitioner”)
Requested Action:	A change in zoning of 88.73 acres +/- from the GB-PD District and EI District to the Westfield High School PUD District.
Current Zoning:	GB-PD: General Business/Planned Development District, and EI: Enclosed Industrial District
Current Land Use:	Educational Institution (Westfield High School)
Acreage:	88.73 acres +/-
Exhibits:	1. Staff Report & APC Certification 2. Location Map 3. Concept Plan 4. Ord. 19-14 (Westfield High School PUD)
Staff Reviewer:	Kevin M. Todd, AICP

PETITION HISTORY

This petition was introduced at the [May 13, 2019, City Council](#) meeting. The petition received a public hearing at [the May 20, 2019, Advisory Plan Commission](#) (the “Plan Commission”) meeting. The Plan Commission forwarded a unanimous favorable recommendation (8-0) to the City Council at its [June 3, 2019](#), meeting.

PROJECT OVERVIEW

Location: The subject properties (collectively, the “Property”) encompass approximately 88.73 acres +/- and includes real estate located at the northwest corner of Union Street and Hoover Street (see [Exhibit 2](#)). The Property is currently zoned a combination of the GB-PD General Business/Planned Development District, and the EI: Enclosed Industrial District.

Project Description: The proposed PUD Ordinance would address any existing non-conformities that have occurred on the Property as changes to the zoning ordinance have been made over time. The PUD

Ordinance would also establish a new, more contemporary baseline of standards for future improvements on the school campus.

Concept Plan: The proposed ordinance incorporates a Concept Plan (see **Exhibit 3**), which includes all expansion projects to-date. The Property would be required to remain in substantial compliance with that exhibit.

Legally Established Pre-Existing Improvements: As proposed, the PUD Ordinance legally establishes all previously constructed improvements on the property. Any new improvements will be subject to the provisions of the PUD Ordinance, as amended.

Permitted Uses: The proposed PUD Ordinance would only allow Educational Institutions and ancillary uses as permitted on the Property. All other underlying GB uses and all Special Exception uses would be prohibited.

Development Standards: As proposed, the PUD Ordinance would default to the UDO's development standards, except the following modifications:

Architectural Standards: New buildings/additions would be required to be substantially similar in quality and character with the Existing Character Exhibit of the PUD Ordinance, which depicts the existing architectural character of the high school campus.

Sign Standards: As proposed, the signage standards of the UDO would apply. In addition, all signs on the Property would need to be consistent with those in the Signage Exhibit of the PUD Ordinance, which depicts the existing signage on the campus plus a couple of proposed new signs. Additionally, any informational or directional signage, as depicted in the Informational/Directional Signage Character Exhibit of the PUD Ordinance, would be exempt from the signage requirements. Lastly, any permanent or seasonal athletic recognition signage, as depicted in the Athletic Recognition Signage Character Exhibit of the PUD Ordinance, would be required to be at least 100 feet from the perimeter of the Property, but would otherwise be exempt from the signage requirements.

MODIFICATIONS SINCE THE COUNCIL INTRODUCTION

Since the Council Introduction, modifications were made to the PUD Ordinance to add clarification to the signage requirements of the PUD Ordinance. All existing signs were photographed and identified as permitted in the PUD Ordinance. Also, informational, directional, and athletic recognition signage would be exempt from the signage requirements. The athletic recognition signage is intended to only be seen from within the campus, and would be required to not be located within 100 feet of the campus' perimeter. All other new signage would be regulated by the current UDO requirements for signage.

COMPREHENSIVE PLAN

The Future Land Use Plan in the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan") identifies the Property as "Employment Corridor". Institutional land uses are subordinate to and supportive of office and service uses are identified in the Comprehensive Plan as appropriate land uses within a highway/employment corridor. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the May 20, 2019, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the May 13, 2019, City Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its June 3, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed).

City Council

Introduction:	May 13, 2019
Eligible for Adoption:	June 10, 2019
Submitted by:	Kevin M. Todd, AICP
	Economic and Community Development Department

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, May 20, 2019, 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.	1904-PUD-06
Ordinance No.	19-14
Petitioner	Westfield-Washington Schools
Description	A change in zoning of 88.73 acres +/- from the GB-PD District and EI District to the Westfield High School Campus PUD District.

On June 3, 2019, a motion was made and passed to send a favorable recommendation (Vote: 8 in favor, 0 opposed) of the proposal to the City Council:

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



Matthew S. Skelton, Secretary

June 4, 2019

Date

Grand Park Fieldhouse PUD

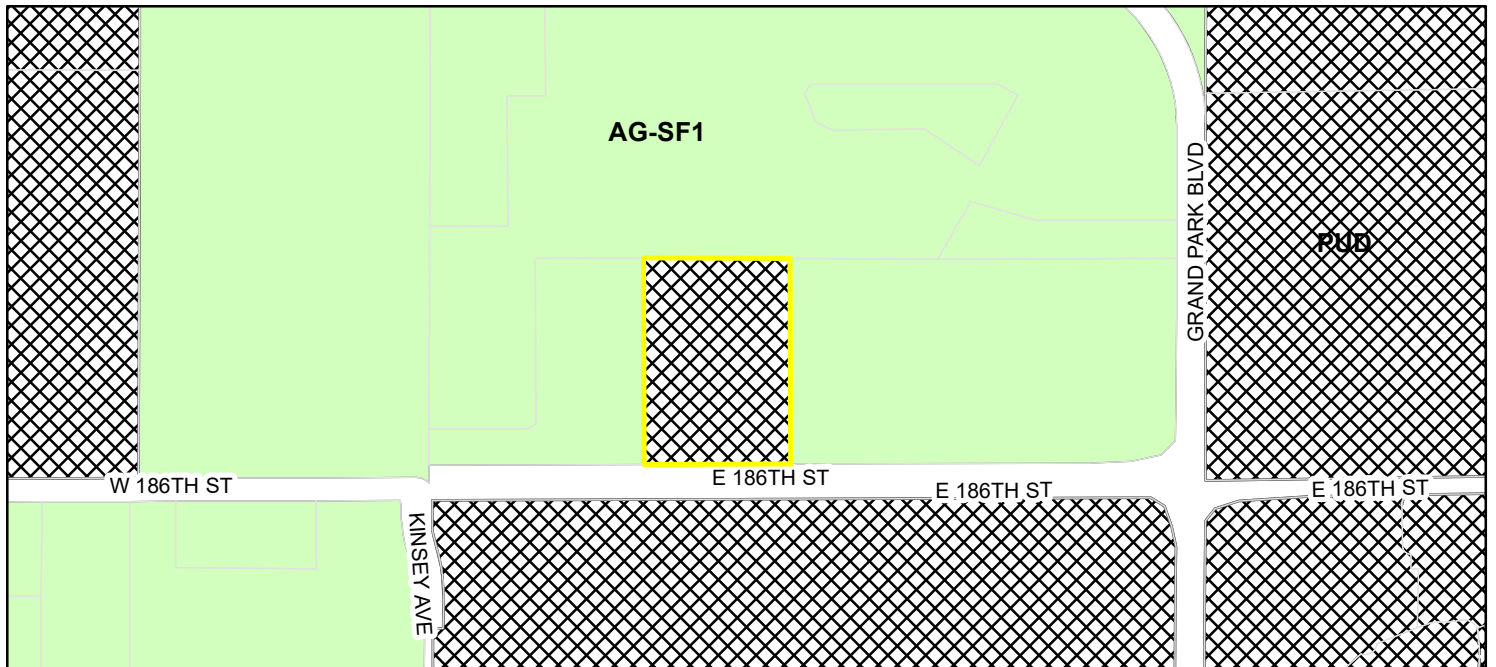
Not To Scale

Aerial Location Map

 Site



Zoning Map



 Parcel

Zoning

 AG-SF1 (Agriculture - Single Family - 1)

 PUD (Planned Unit Development)



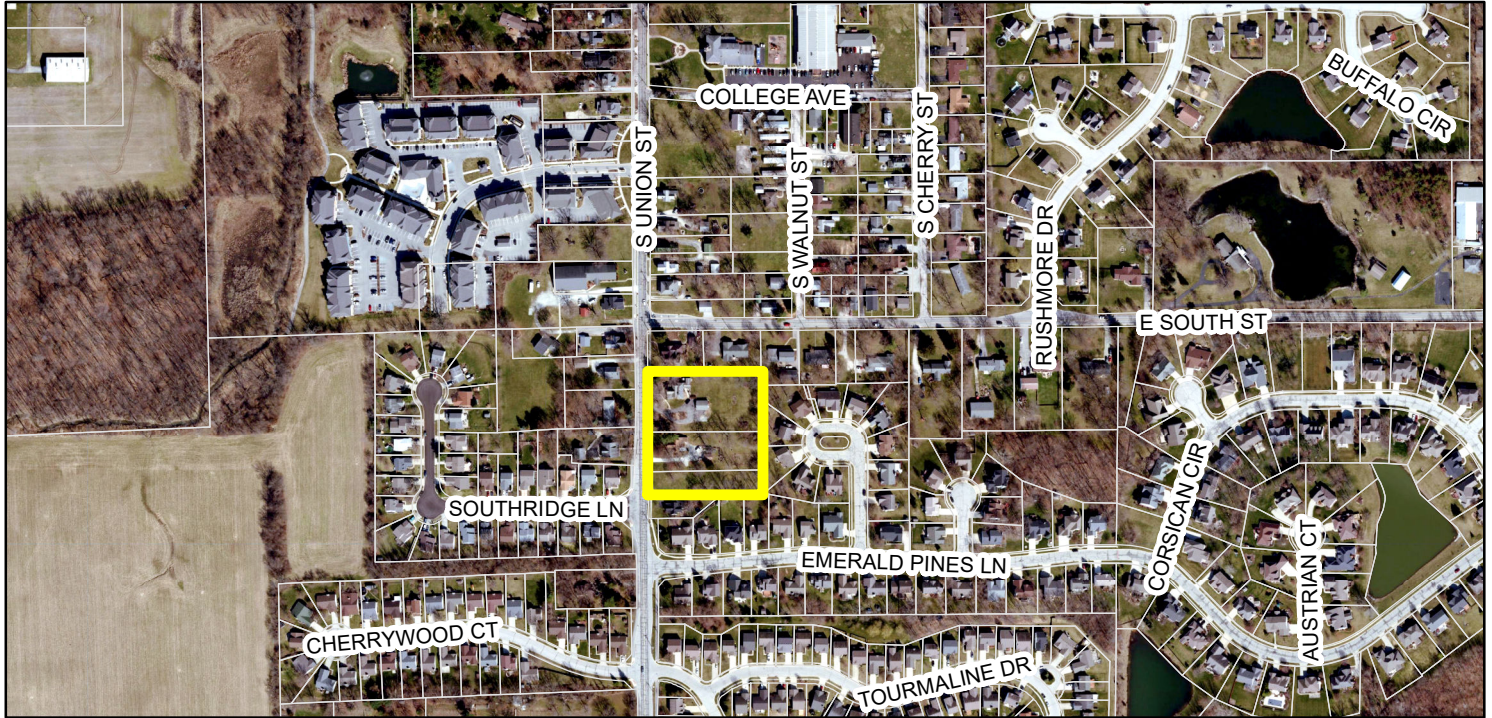
Property Location Map

Union Row PUD

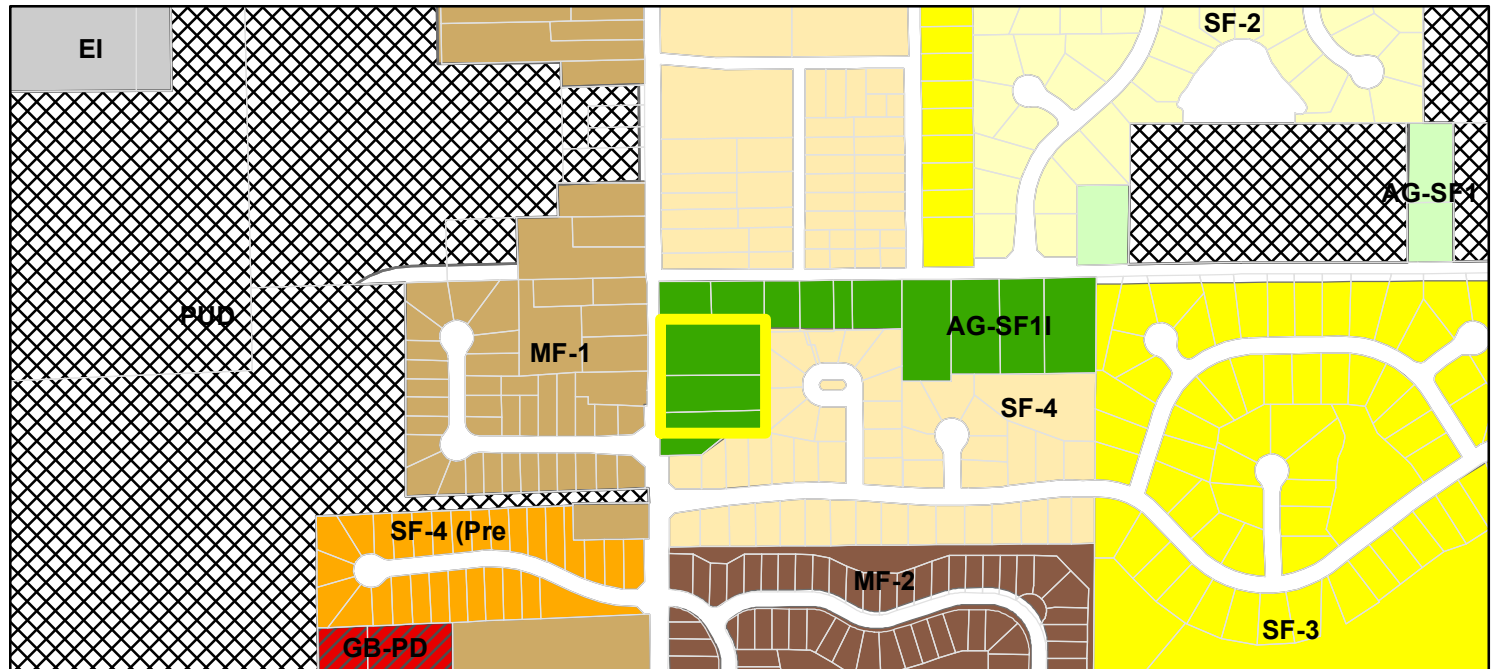
1907-PUD-18, 1907-SFP-34



Aerial Location Map



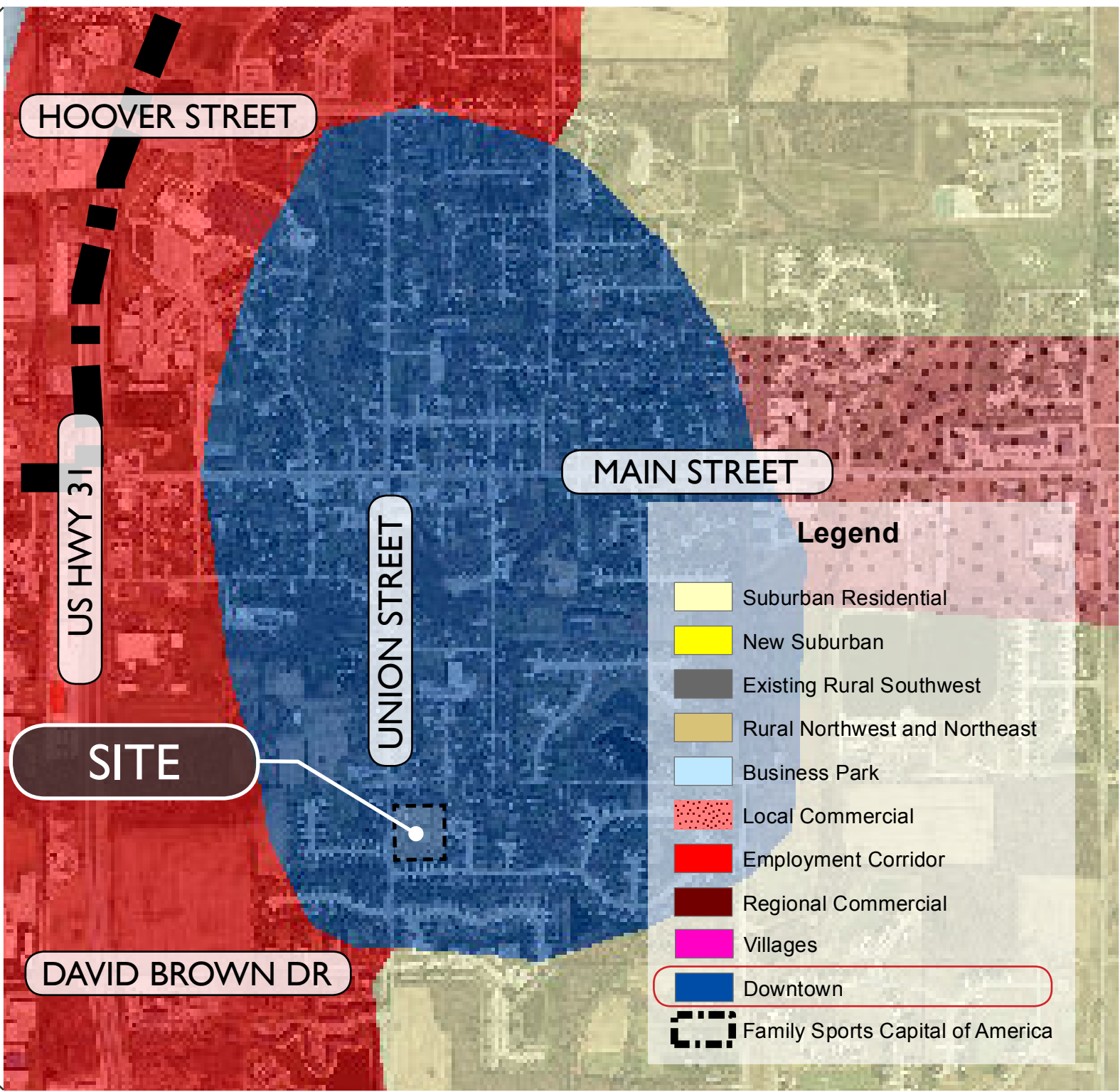
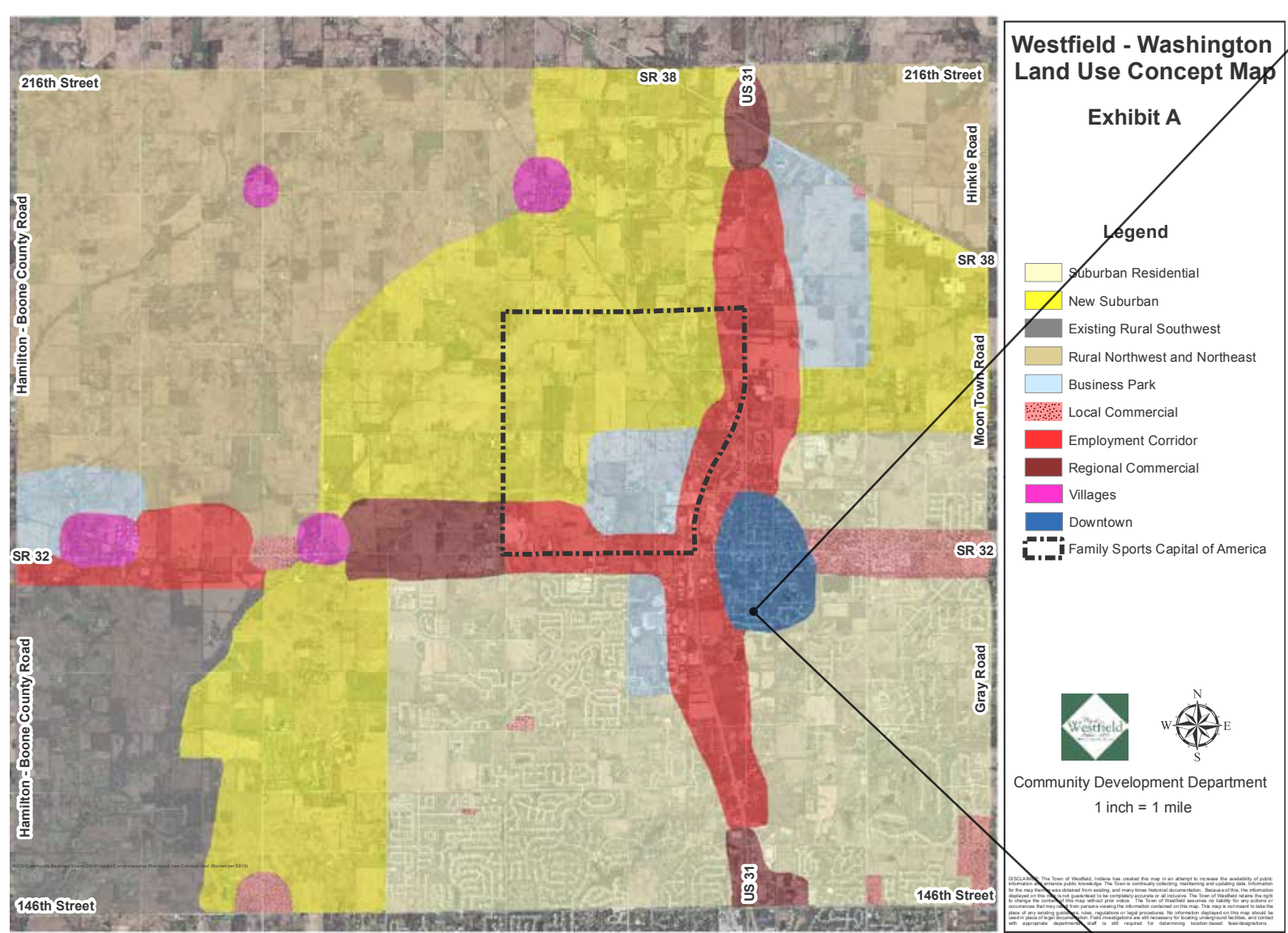
Zoning Map



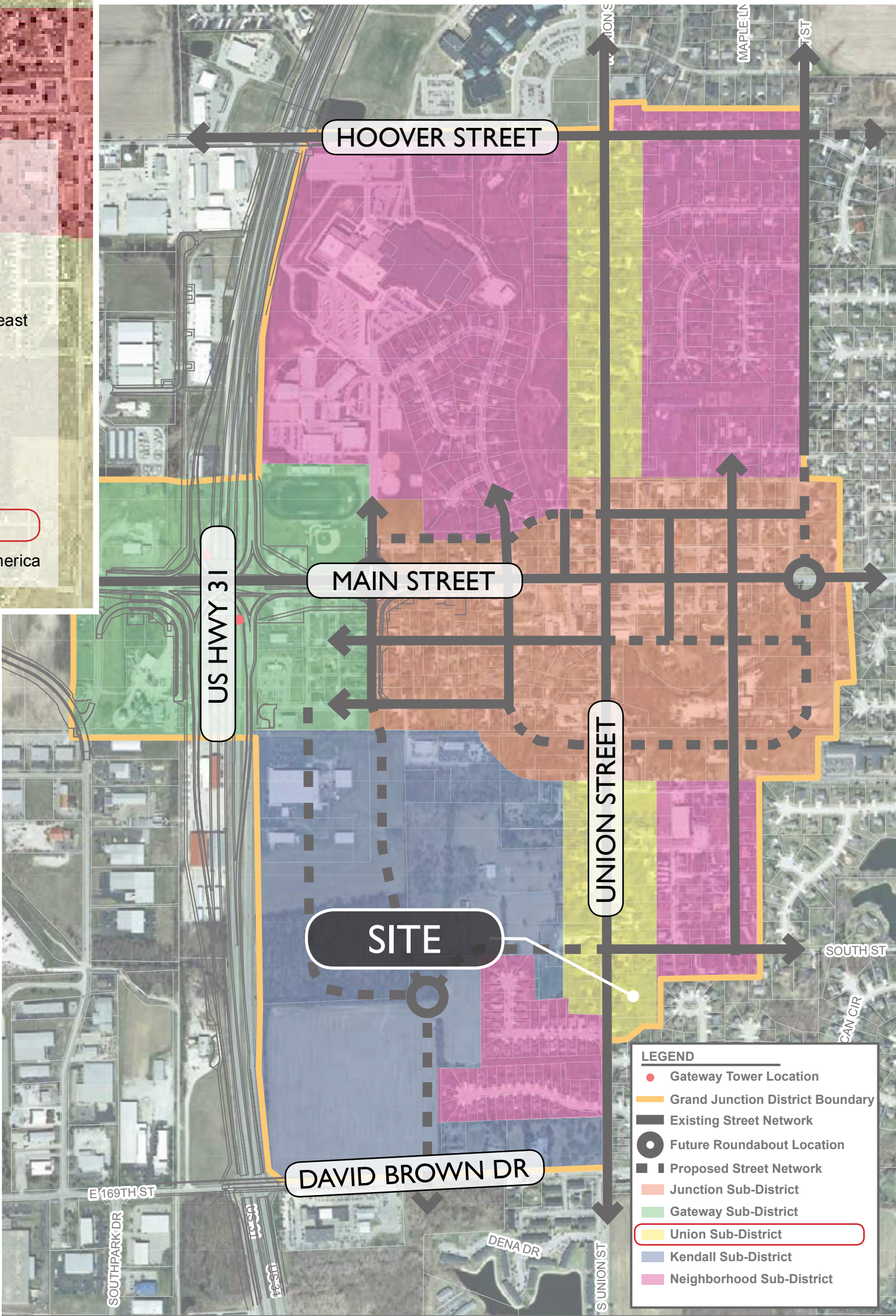
 Parcel	 MF-1 (Multiple Family - 1)
Zoning - All	 MF-2 (Multiple Family - 2)
Zoning	 PUD (Planned Unit Development)
 AG-SF1 (Agriculture - Single Family - 1)	 SF-2 (Single Family - 2)
 AG-SF1I (Agriculture - Single Family - 1 In-town)	 SF-3 (Single Family - 3)
 EI (Enclosed Industrial)	 SF-4 (Single Family - 4)
 GB-PD (General Business - Planned Development)	 SF-4 Pre-1994 (Single Family - 4 Pre-1994)



2007 FUTURE LAND USE MAP



COMPREHENSIVE PLAN

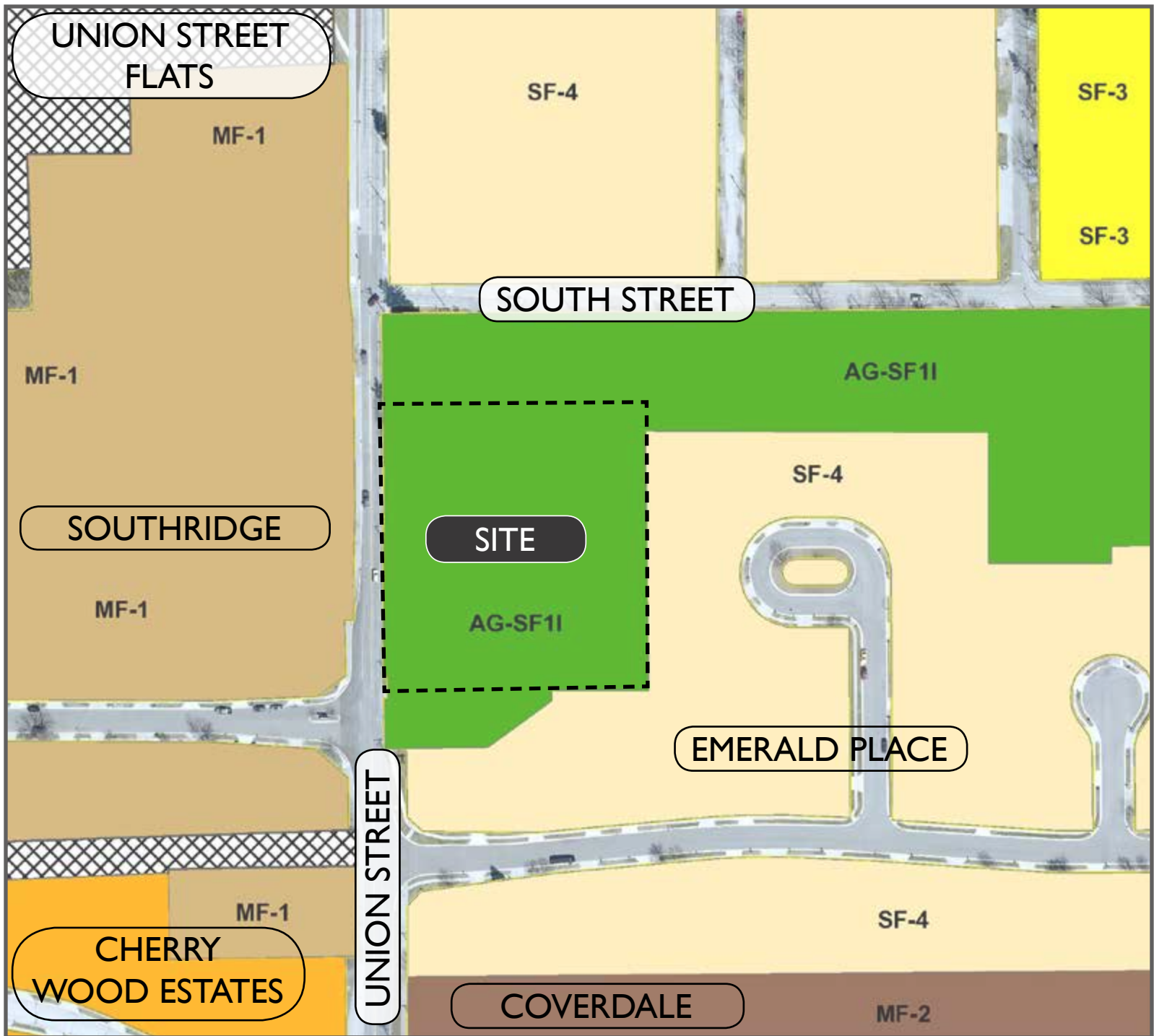


2013 GRAND JUNCTION IMPLEMENTATION PLAN

LOCATION MAP



ZONING MAP



LOCATION MAP



CONCEPT PLAN





ORDINANCE NUMBER 19-[REDACTED]

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

This is a Planned Unit Development District Ordinance (to be known as the **UNION ROW PUD DISTRICT**) to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1907-PUD-[REDACTED]**), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1907-PUD-[REDACTED]** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (_____) 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 _____ 2019;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the **"Union Row PUD District"** (the "District").
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

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

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

- 2.1 **Dwelling, Accessory:** A Dwelling Unit that is attached to or located on the same Lot as a Single-family Dwelling, has an independent means of access and is owned by the owner of the Principal Building. Accessory Dwellings include Dwelling Units integrated within or attached to a Single-family Dwelling, or located in an Accessory Building (e.g., detached garage) on the same Lot as the Single-family Dwelling. Alternative terms commonly used for an Accessory Dwelling may also include: mother-in-law suite; in-law apartment; secondary suite; garden suite; garage apartment; and, granny flat.

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

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District of this District shall be the SF3: Single-Family Medium Density District (the “Underlying Zoning District”).

Section 5. **Permitted Uses.**

- 5.1 **Permitted Uses:** The following uses shall be permitted within the District:
- A. All uses permitted in the Underlying Zoning District.
 - B. Accessory Dwelling.
- 5.2 **Prohibited Uses:** The following use(s) shall be explicitly prohibited within the District:
- A. Special Exception Uses.

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

- 6.1 **Minimum Lot Frontage:** 45 feet
- 6.2 **Minimum Lot Width:** 45 feet
- 6.3 **Minimum Building Setback Lines:**
- A. **Side Yard:** 5 feet

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

7.1 Article 6.1 Accessory Use and Building Standards: Shall apply; except as modified below.

A. Article 6.1(D) Building Location: Shall apply; however, an Accessory Building (e.g., detached garage) shall be a minimum of one (1) foot from a Side Lot Lines and shall be located outside of all easements.

7.2 Article 6.3 Architectural Standards: Shall apply; except as otherwise modified below.

A. Character Exhibit: The “Character Exhibit”, attached hereto as **Exhibit D**, is hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed on the Real Estate. Although the Character Exhibit does not necessarily represent the final design, it does hereby establish a benchmark for the variation, quality and appearance of Buildings permitted to be constructed and that contribute to the District’s intent and vision. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department’s decision may be appealed to the Plan Commission.

B. Article 6.3(C)(3) Building Materials: Shall apply. In addition, vinyl and aluminum siding shall not be a permitted exterior building material, except for gutters, soffits, soffit trim and other similar building components.

C. Garages: Garages shall be located to the rear of the Principal Building of the Single-family Dwelling. Examples of compliance with this standard include: (i) detached garage located in the Established Rear Yard, as depicted on the Concept Plan; (ii) rear-load garage; and, (iii) a side-load garage with the garage doors located on the east half of the Single-family Dwelling’s side Building Façade.

7.3 Article 6.8 Landscaping Standards: Shall apply, except as modified below.

A. Foundation Plantings (Article 6.8(L)): Shall not apply; rather, the Minimum Lot Landscaping Requirements shall apply.

B. External Street Frontage Landscaping Requirements (Article 6.8(M)(1)): Shall not apply.

C. Buffer Yard Requirements (Article 6.8(N)): Shall not apply.

Section 8. **Infrastructure Standards.** The District’s infrastructure shall comply with the Unified Development Ordinance and the City’s Construction Standards (see Chapter 7 Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works.

Section 9. **Design Standards.** The standards of Chapter 8 Design Standards shall apply to the development of the Real Estate, except as otherwise modified below.

- 9.1 Article 8.6 Open Space and Amenity Standards: Shall not apply.
- 9.2 Article 8.7 Pedestrian Network Standards: Sidewalks currently exist along South Union Street. As a result, no additional pedestrian facilities shall be required.
- 9.3 Article 8.9 Street and Right-of-Way Standards: The District shall comply with the requirements of the Thoroughfare Plan unless otherwise agreed to by the Department of Public Works. Each Lot shall be accessed from South Union Street.

Section 10. **Processes & Permits.** The standards of Chapter 10 Processes & Permits shall apply, except as otherwise modified below.

- 10.1 Article 10.12 Subdivision: The subdividing of the Real Estate in accordance with the Concept Plan shall be a Minor Subdivision.

**[Remainder of page intentionally left blank;
signature page follows.]**

ALL OF WHICH IS ORDAINED/RESOLVED THIS _____ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-**
this _____ day of _____, 2019.

I hereby VETO **ORDINANCE 19-**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by: Jesse M. Pohlman, Onpointe Land Matters, LLC
Patrick Chittenden, Patch Development, LLC
400 Alpha Drive, Westfield, Indiana 46074

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: Jesse M. Pohlman

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

Exhibit C Character Exhibit

EXHIBIT A
REAL ESTATE

A PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS AND PREPARED BY TERRY D. WRIGHT, PS #970013 OF HAMILTON DESIGNS FOR PROJECT # 2019-115 ON MAY 23, 2019:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ALONG THE WEST LINE THEREOF SOUTH 00 DEGREES 16 MINUTES 42 SECONDS EAST 132.00 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED IN INSTRUMENT NO. 2002-096508 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID TRACT AND THE SOUTH LINE OF THE TRACT DESCRIBED IN INSTRUMENT NO. 2016-054452 IN SAID RECORDER'S OFFICE NORTH 89 DEGREES 21 MINUTES 55 SECONDS EAST 330.00 FEET TO THE WEST LINE OF THE TRACT DESCRIBED IN INSTRUMENT NO. 2004-013334 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 16 MINUTES 42 SECONDS WEST 28.12 FEET TO THE NORTH LINE OF EMERALD PLACE SECTION 1, INSTRUMENT NO. 9504245 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID PERIMETER SOUTH 89 DEGREES 23 MINUTES 06 SECONDS WEST 0.27 FEET TO THE NORTHWEST CORNER OF LOT 34 IN SAID EMERALD PLACE; THENCE ALONG THE WEST LINE OF SAID PLAT SOUTH 00 DEGREES 16 MINUTES 42 SECONDS EAST 301.99 FEET; THENCE CONTINUING ALONG SAID PERIMETER AND THE EXTENSION OF THE NORTH LINE OF THE TRACT DESCRIBED IN INSTRUMENT NO. 2018-009059 SOUTH 89 DEGREES 23 MINUTES 06 SECONDS WEST 329.73 FEET MEASURED TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 16 MINUTES 42 SECONDS WEST 330.00 FEET TO THE POINT OF BEGINNING; CONTAINING 2.50 ACRES, MORE OR LESS.



EXHIBIT B: CONCEPT PLAN
UNION ROW
PLANNED UNIT DEVELOPMENT DISTRICT



EXHIBIT C-1: CHARACTER EXHIBIT
UNION ROW
 PLANNED UNIT DEVELOPMENT DISTRICT



EXHIBIT C-2: CHARACTER EXHIBIT
UNION ROW
 PLANNED UNIT DEVELOPMENT DISTRICT

Westfield, IN 46074

Transport and Driver Must Have Unencumbered Access to Site and Tank For Delivery

Customer to provide approved piping that is suitable for liquid nitrogen service from cryosauna units to connection point on liquid nitrogen tank.

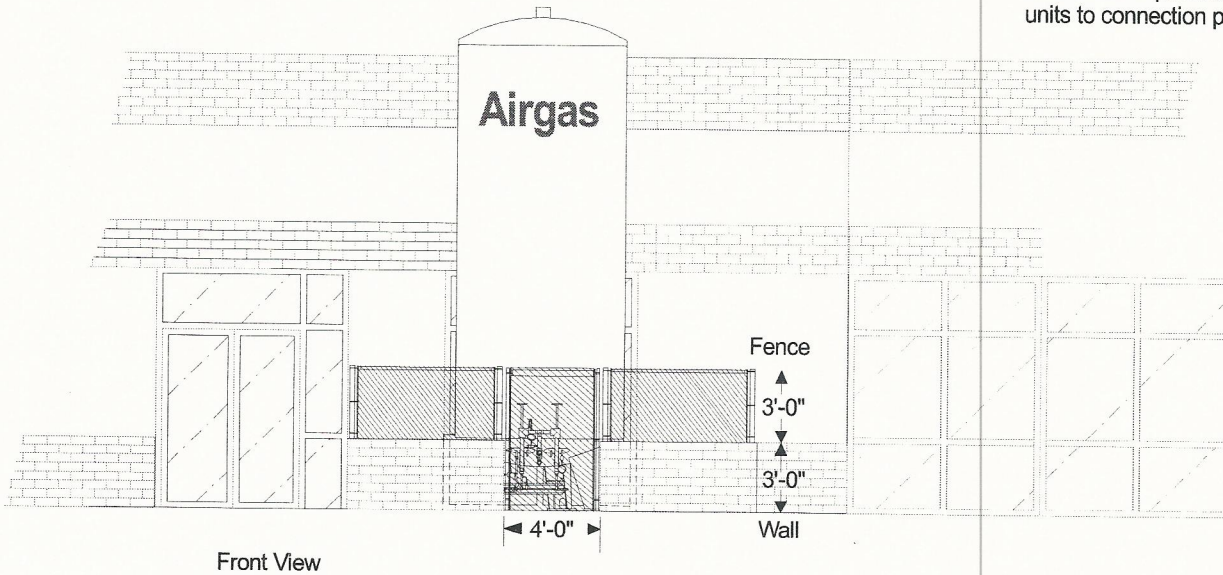


Diagram illustrating the construction detail for the Tank Pad edge sealant application. The diagram shows a cross-section of the Tank Pad, which is a concrete slab resting on a base. The Tank Pad is labeled "Tank Pad". The edge of the Tank Pad is sealed with a "High Performance Polyurethane Sealant Sikaflex 1a or Other Approved". The sealant is applied in a groove cut into the concrete. The groove is labeled "1/2\" and the sealant thickness is labeled "1/2\". The concrete surface is labeled "Concrete Grade". The sealant is applied to the edge of the Tank Pad, which is labeled "Tank Pad". The sealant is applied to the edge of the Tank Pad, which is labeled "Tank Pad".

Depth must be below local frost line



Westfield City Council Report

Ordinance Number:	19-11
APC Petition Number:	1905-PUD-09
Petitioner:	Henke Development Group, LLC (the "Petitioner")
Representative:	Nelson & Frankenberger, LLC
Requested Action:	Requests a change in zoning review of 153.2 acres +/- from the AG-SF1: Agriculture / Single-Family Rural District to the Chatham Hills Planned Unit Development (PUD) District.
Current Zoning:	Chatham Hills PUD
Current Land Use:	Agricultural / Residential
Exhibits:	1. Department Report 2. Location Map 3. Concept Plan 4. Color Concept Exhibit 5. Proposed Ordinance 19-11 6. Neighborhood Meeting Summary (04-23-19) 7. Public Comment 8. APC Certification
Prepared by:	Caleb Ernest, Associate Planner

PETITION HISTORY

The petition was introduced at the April 8, 2019, City Council meeting. The petitioner held a neighborhood meeting at the Chatham Hills clubhouse on April 23, 2019. The petition received a public hearing at the May 8, 2019, Advisory Plan Commission (the "Plan Commission") meeting. The Plan Commission forwarded a (9-0) favorable recommendation to Council at the May 20, 2019, meeting.

PROJECT OVERVIEW

Location: The Property is located generally east and adjacent to Horton Road and south and adjacent to 199th Street (see **Exhibit 2**).

Property Description: The Property is currently in the process of being rezoned to the Chatham Hills PUD District (Ordinance 19-11, *pending*). The proposed PUD Ordinance assigns the standards and Underlying Zoning District from the Chatham Hills PUD ([Ordinance 13-24](#)) which establishes the SF4: Single-Family High Density District as the Underlying Zoning District.

District Area Assignment: The proposed PUD Ordinance assigns the District I: Residential District of Ordinance 13-24 to the Property. The standards of the Chatham Hills PUD applicable to the Property shall apply to the Development of the Property.

Bulk and Density Standards: The standards in Section 9 of Ordinance 13-24 shall apply to the Property, except as otherwise modified below:

- Maximum Dwelling Units (District Subarea 1-G): The Maximum Dwelling Units permitted in District Subarea 1-G shall be increased to two-hundred and ninety (290) Dwelling Units.
- Minimum Side Yard Setback (District Subarea 1-G): The Minimum Side Yard Setback shall be three (3) feet for lots occupied by a dwelling with a side-load garage. The minimum Building Separation shall remain ten (10) feet.
- Maximum Density (District I): With the addition of the Property, in no case shall the number of Single-family Residential dwellings in District I exceed one-thousand seven hundred and ninety (1,790) Dwelling Units.

MODIFICATIONS SINCE PUBLIC HEARING

No modifications were made since the public hearing.

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. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the May 8, 2019, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission’s Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the April 8, 2019, Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its May 20, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 9 in favor, 0 opposed) (see **Exhibit 8**).

City Council

Introduction: April 8, 2019

Eligible for Adoption: June 10, 2019

Submitted by: Caleb Ernest, Associate Planner
Economic and Community Development Department

FINANCING AGREEMENT

Between

WHEELER LANDING I, LLC

and

CITY OF WESTFIELD, INDIANA

Dated as of June 1, 2019

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FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of June 1, 2019 (the “Financing Agreement”) between WHEELER LANDING I, LLC, an Indiana limited liability company (the “Company”), and the CITY OF WESTFIELD, INDIANA (the “Issuer” or “City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “State”).

PRELIMINARY STATEMENT

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the Issuer to initiate a program for financing economic development facilities for developers and users in Indiana through the issuance of taxable or tax-exempt bonds or notes and to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1, the Westfield Economic Development Commission held a public hearing and the Issuer, upon finding that the Project (as defined in the Economic Development Agreement) and the proposed financing of the acquisition, design, construction, equipping, installation and improvement thereof (i) will create or retain employment opportunities in the City, (ii) will benefit the health and general welfare of the citizens of the City and the State, and (iii) will comply with the purposes and provisions of the Act, adopted a resolution approving the initiation of a program to finance the proposed Project; and

WHEREAS, the Issuer intends to issue its Economic Development Tax Increment Revenue Note, Series 2019 (Wheeler Landing Public Improvements Project) (the “Note”), in the initial principal amount of Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765), pursuant to Ordinance No. 19-18 adopted by the Common Council of the City of Westfield, Indiana (the “Council”), on June 10,, 2019 (the “Ordinance”), and intends to provide the Note to the Company (as defined herein) pursuant to the provisions of this Financing Agreement, in order to reimburse the Company for the Improvement Costs (as defined by the Economic Development Agreement), all as approved by the Issuer; and

WHEREAS, this Financing Agreement provides for the use of the financing by the Company through the issuance by the Issuer of its Note; and

WHEREAS, the Note issued under the Ordinance will be payable solely from the Pledged Net TIF Revenues and RIF as defined in the Economic Development Agreement.

In consideration of the premises, the representations, warranties and commitments given by the Company to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Issuer hereby further covenant and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the Ordinance and the Economic Development Agreement (as defined herein). As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

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

“Affiliate” means an entity which directly or indirectly controls, is controlled by or is under common control with, the Company. For purposes of this provision, “control” (including the terms “controls”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or other.

“Allocation Area” means the Wheeler Landing Economic Development Allocation Area previously established by the Redevelopment Commission in accordance with IC 36-7-14-39 and IC 36-7-14-39.3 for the purposes of capturing the TIF Revenues.

“Allocation Fund” means the Wheeler Landing Economic Development Allocation Area Allocation Area Fund created pursuant to Indiana Code 36-7-15.1-26 with respect to the TIF Revenues collected in the Allocation Area.

“Company” means Wheeler Landing I, LLC, an Indiana limited liability company, and its successors and assigns under Sections 3.2 and 6.4 hereof.

“Company Parties” shall have the meaning ascribed to Developer Parties in the Economic Development Agreement.

“Debt Service Account” shall mean the account established within the Allocation Fund pursuant to the Pledge Resolution to pay debt service on the Note as the same becomes due.

“District” means the Redevelopment District of the Issuer.

“Economic Development Agreement” means the Economic Development Agreement, dated as of March 27, 2019, between the Company (on behalf of itself, its Affiliates and their successors and assigns, including the Company) and the Issuer, as the same may be amended from time to time, an executed copy of which is attached to this Financing Agreement as Exhibit A.

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

“Note” means the City of Westfield, Indiana, Economic Development Tax Increment Revenue Note, Series 2019 (Wheeler Landing Public Improvements Project) in the initial principal amount of Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five Dollars (\$7,272,765).

“Ordinance” means Ordinance No. 19-18 adopted by the Common Council of the City on June 10, 2019, authorizing the issuance and sale of the Note and approving this Financing Agreement and related matters.

“Pledge Resolution” means Resolution No. 06-2019 adopted by the Redevelopment Commission on May 20, 2019, pledging the Net TIF Revenues to the repayment principal of and interest on the Note.

“Pledged Net TIF Revenues” means the Net TIF Revenues received by the Redevelopment Commission and deposited into the Debt Service Account in accordance with the terms of the Pledge Resolution.

“Public Improvements” means certain infrastructure substantially benefiting the City consisting of road improvements and other local public improvements, including but not limited to the: (a) design and construction of the extension of Oak Ridge Road to be renamed Grand Park Boulevard (“Renamed Grand Park Boulevard”) to State Road 32, including the “T” intersection for the east/west road south of 186th Street connecting the existing Wheeler Road roundabout to Renamed Grand Park Boulevard; (b) design and construction of the extension of Tournament Trail from Renamed Grand Park Boulevard to Wheeler Road; (c) design and construction of a yet to be named east/west road connecting Wheeler Road to Renamed Grand Park Boulevard, such road being to the north of Tournament Trail and to the south of 181st; (d) the cost of improvements to the existing signal and turn lanes at Wheeler Road and State Road 32; (e) the cost of the traffic signal at Wheeler Road and Tournament Trail; and (f) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the Project, and certain future needs of the City, including a regional storm water retention/detention pond; all which will be situated within or directly connected to the Allocation Area.

“Redevelopment Commission” means the Redevelopment Commission for the Issuer, which is the governing body of the District.

“Sinking Fund” means the Sinking Fund created and established in Section 7(c) of the Ordinance.

“State” means the State of Indiana.

“TIF Revenues” means all property tax proceeds derived from the assessed valuation of all real property, and the depreciable personal property of designated taxpayers, located in the Allocation Area, in excess of the base assessed valuation thereof described in Indiana Code 36-7-14-39(b)(1) and Indiana Code 36-7-14-39.3, as such statutory provision exists on the date of issuance of the Note, and deposited into the Allocation Fund.

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

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

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

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

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

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

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

(g) The word “including” and any variation thereof means “including, without limitation” and must not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) Where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

(i) Any terms not defined herein but defined in the Economic Development Agreement shall have the same meaning herein.

(End of Article I)

ARTICLE II

REPRESENTATIONS; USE OF NOTE 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. Under the provisions of the Act, Issuer is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this Financing 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) The Issuer shall issue its Note in the amount not to exceed Seven Million Two Hundred Seventy-Two Thousand Seven Hundred and Sixty-Five Dollars (\$7,272,765), all of which will be made available to the Company to pay, or to reimburse the Company for prior payment of, Improvement Costs, as approved by the Issuer in order to create and retain employment opportunities in the City and to benefit the health and general welfare of the citizens of the City and the State, which amount shall be subject to adjustment pursuant to Section 2.1 of the Economic Development Agreement

(c) Each of the representations and warranties of the Issuer set forth in Section 4.2 of the Economic Development Agreement are true, complete and correct on and as of the date of this Financing Agreement with the same effect as it made on the date hereof.

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

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

(b) The Public Improvements are economic development facilities of the type authorized and permitted by the Act. The Company assents to the use of the Note in the manner specified in the Economic Development Agreement and the Ordinance.

(c) The provision of financial assistance to be made available to it, under this Financing Agreement and the Economic Development Agreement from the Note, and the commitments therefor made by the Issuer, have induced the Company to undertake the Project and such Project is expected to create and preserve jobs and employment opportunities within the boundaries of the City. The Company intends that the Project, will be operated as an economic development facility under the Act, until the expiration or earlier termination of this Financing Agreement as provided herein.

(d) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Company's Articles of Organization, Operating Agreement

or other organizational document, as the case may be, or any restriction or any agreement or instrument to which the Company is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Company to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement, except as may be set forth in this Financing Agreement.

(e) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, 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 Company or might impair the ability of the Company to perform its obligations under the Economic Development Agreement or this Financing Agreement.

(f) The execution and delivery by the Company of this Financing Agreement does 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.

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

(h) To the knowledge of the Company, no event has occurred and is continuing which with the lapse of time or the giving of notice would constitute a City Event of Default or a Developer Event of Default under the Economic Development Agreement or this Financing Agreement.

(i) Each of the representations and warranties of the Company set forth in Section 4.1 of the Economic Development Agreement are true, complete and correct on and as of the date of this Financing Agreement with the same effect as it made on the date hereof.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE ISSUER AND COMPANY

Section 3.1. Payment of Principal and Interest; Payment of Pledged Net TIF Revenues and RIF. In accordance with the Economic Development Agreement and the Ordinance, the Note is payable solely and only from RIF and the Net TIF Revenues. In accordance with Section 5(a) of the Pledge Resolution, on each January 15 and July 15, beginning on July 15, 2020, Net TIF Revenues and RIF will be deposited by the Redevelopment Commission into the Debt Service Account and immediately transferred and deposited by the Clerk-Treasurer into the Sinking Fund. In accordance with Sections 3(b) and 7(c) of the Ordinance, the Clerk-Treasurer will use the all Pledged Net TIF Revenues and RIF deposited in the Sinking Fund to pay the principal of and interest on the Note.

Section 3.2. Maintenance of Existence. The Company agrees that it will maintain its existence as an Indiana limited liability company, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it; *provided, however*, that the foregoing provisions of this Section shall not apply, and the Company shall not have any such limitations, restrictions or obligations in the event of: (a)(i) the sale or transfer of all of the ownership interests in the Company or of all or substantially all of the assets of the Company for which the costs of construction or equipping are being financed with the proceeds of the sale of the Note, (ii) a merger, consolidation, reorganization or spin-off involving the Company or such assets, either alone or in conjunction with other assets; if the surviving, resulting or transferee entity, as the case may be, assumes in writing all of the obligations of the Company under this Financing Agreement and the Economic Development Agreement, or (iii) the City having provided the Company with its prior written consent to any such proposed transaction, which consent shall not be unreasonably withheld; or (b) the occurrence of any transaction described in Section 6.4(b) of this Financing Agreement.

Section 3.3. Economic Development Agreement. The Company agrees to perform all material matters provided by the Economic Development Agreement to be performed by the Company and to comply with all material provisions of the Economic Development Agreement applicable to the Company. The Issuer agrees to perform all material matters provided by the Economic Development Agreement to be performed by the Issuer and to comply with all material provisions of the Economic Development Agreement applicable to the Issuer.

Section 3.4. Payment of Fees and Expenses. The Company hereby understands that all costs of issuance and any related transactional costs, fees or expenses incurred by the Issuer in connection with the issuance of the Note, including legal, municipal advisory and/or accounting fees, charges and expenses, and Issuer fees and expenses shall be paid or the City shall receive reimbursement from 100% of the first available TIF Revenues until such costs have been paid in full. Furthermore, the Company hereby covenants and agrees to pay any and all fees, charges and expenses of the Company and any Company Party, including legal counsel and financial advisory fees, incurred by it in connection with the Public Improvements, this Financing Agreement and the Economic Development Agreement.

(End of Article III)

ARTICLE IV

IMMUNITY

Section 4.1. Extent of Covenants of Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Note or for any claim based thereon or upon any obligation, covenant or agreement contained in the Note, the Ordinance, the Economic Development Agreement or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, 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, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the adoption of the Ordinance and the execution this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Note.

Section 4.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the Pledged Net TIF Revenues and RIF and as otherwise provided under the Economic Development Agreement, this Financing Agreement and the Ordinance. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article IV)

ARTICLE V

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 5.1. Supplements and Amendments to Financing Agreement. The Company and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable, including but not limited to those supplement and amendments contemplated by Section 7.12 of the Economic Development Agreement. The Issuer will not limit in any way its ability to exercise its right to amend this Financing Agreement without the prior written consent of the Company.

(End of Article V)

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, and their successors and assigns. The Issuer will not assign this Financing Agreement to any person or entity without the prior written consent of the Company.

Section 6.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 6.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The Issuer and the Company may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Westfield, Indiana
 Westfield City Hall
 130 Penn Street
 Westfield, Indiana 46074
 Attn: Mayor

With a copy to:

Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032
Attn: Brian J. Zaiger

To the Company: Wheeler Landing I, LLC
 Church Church Hittle + Antrim
 2 North 9th Street
 Noblesville, Indiana 46060
 Attn: Eric M. Douthit

With a copy to:

Church Church Hittle + Antrim
2 North 9th Street
Noblesville, Indiana 46060
Attn: Eric M. Douthit

Section 6.4. Successors and Assigns.

(a) Subject to Section 6.1 hereof, whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, 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.

(b) The Company may assign this Financing Agreement or any of its rights or obligations under this Financing Agreement (i) to one or more of the Company, (ii) to their successors and assigns, (iii) to one or more entities acquiring all of the ownership interests of the Company or (either alone or as part of the acquisition of other assets of the Company) all or substantially all of the assets for which the costs of construction or equipping are being financed with the proceeds of the sale of the Note, or (iv) in connection with a merger, consolidation, reorganization or spin-off involving the Company or such assets, either alone or in connection with other assets; *provided, however*, that, in each such case, the assignees undertake to assume severally, but not jointly and severally, all of the Company's rights under this Financing Agreement.

Section 6.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 6.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of the State.

Section 6.7. Incorporation by Reference. The terms and conditions of the Economic Development Agreement are incorporated herein by this reference as if originally set forth in its entirety herein.

(End of Article VI)

IN WITNESS WHEREOF, the Issuer and the Company have caused this Financing Agreement to be executed in their respective names, and the Issuer and the Company have caused their official seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

“THE COMPANY”

WHEELER LANDING I, LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Witness my hand and Notarial Seal this _____ day of _____, 2019.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

“THE ISSUER”

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared J. Andrew Cook and Cindy J. Gossard, personally known to be the Mayor and Clerk-Treasurer, respectively, of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

This instrument prepared by James T. Crawford, Jr., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana, 46032.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *James T. Crawford, Jr.*

EXHIBIT A

EXECUTION VERSION

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT"), dated as of March 27, 2019, is entered into by and among the CITY OF WESTFIELD, INDIANA (the "City"), the WESTFIELD REDEVELOPMENT COMMISSION (the "RDC"), and WHEELER LANDING I, LLC, an Indiana limited liability company, or an affiliate or related entity thereof (the "Developer"), organized and existing under the laws of the State of Indiana (collectively, the City, RDC and Developer shall be referred to as "Parties").

RECITALS

1. This Agreement is being entered into by the City, the RDC and the Developer in furtherance of that certain Memorandum of Understanding dated January 29, 2019 (the "MOU").

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

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

- (i) design and construction of the extension of Oak Ridge Road to be renamed Grand Park Boulevard ("Renamed Grand Park Boulevard") to State Road 32 consistent with the design and configuration in Exhibit D, including the "T" intersection for the east/west road south of 186th Street connecting the existing Wheeler Road roundabout to Renamed Grand Park Boulevard;
- (ii) design and construction of the extension of Tournament Trail from Renamed Grand Park Boulevard to Wheeler Road;
- (iii) design and construction of a yet to be named east/west road connecting Wheeler Road to Renamed Grand Park Boulevard, such road being to the north of Tournament Trail and to the south of 181st;
- (iv) the cost of improvements to the existing signal and turn lanes at Wheeler Road and State Road 32;
- (v) the cost of the traffic signal at Wheeler Road and Tournament Trail;
- (vi) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the Project, local public improvements, and certain future needs of the City, including a regional storm water retention/detention pond, ((i) through (vi) are collectively, the "Public Improvements").

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I
Definitions

“Affiliate” means an entity which directly or indirectly controls, is controlled by or is under common control with, the Developer. For purposes of this definition, “control” (including the terms “controls,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or other.

“Allocation Area” means the Wheeler Landing Allocation Area, in which a portion of the Project will be situated.

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

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

“City Parties” means (a) (i) the City of Westfield, Indiana, the City of Westfield Economic Development Commission, and the Westfield Redevelopment Commission, and (ii) the municipal adviser or advisers to any City Party; (b) their respective legal counsel; and (c) their successors and assigns.

“Developer” means Wheeler Landing I, LLC, an Indiana limited liability company, or its affiliates, and their successors and assigns.

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

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

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

- (a) the Developer;
- (b) the Affiliates; and
- (c) its successors and assigns.

“District” means the Redevelopment District of the City.

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

“Facilities” means that portion of the Project deemed funded with Note Proceeds and/or lawfully available funds of the District.

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

“Force Majeure” is defined in Section 7.18 of the Agreement.

“Improvement Costs” means construction costs, design fees, professional fees (including engineer fees, attorney fees, construction management fees (which may be paid to an Affiliate of Developer) and financial advisory fees), capitalized interest, financing fees (such as origination fees, commitment fees, title fees), and other expenses normal and commensurate with a project of this type.

“Net TIF Revenues” means the TIF Revenues available after payment of the RDC Direct Costs as limited and defined herein utilizing TIF Revenues.

“Note” means the taxable economic development tax increment revenue note of the City, to be issued to the Developer by the City in the face amount of not to exceed Seven Million Two Hundred Seventy-Two Thousand Seven Hundred Sixty-Five and No/100 Dollars (\$7,272,765.00).

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

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

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

“Note Year” means each year during the term of the Note beginning on February 21 and ending on the subsequent February 20.

“Owners” means, collectively, the Developer and Wheeler Farms, LLC or its successors or assignees.

“Project” is defined in the attached Exhibit B.

“Project Site” is defined in Exhibit A.

“RDC Direct Costs” means the ongoing expenses the RDC incurs which are directly related to the Project.

“RECITALS” means the provisions numbered 1 through 3 on the first page of this Agreement.

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

“RIF Credit” or “RIF Credits” means the credits set forth in the secondary round impact fee agreements as contemplated by Section 4.2(b) of the Agreement.

“Termination Date” means the conclusion of the Note Term or termination of this Agreement.

“TIF Revenues” means tax increment revenues derived from the Allocation Area.

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

ARTICLE II

Terms of and Conditions Precedent to Funding of Project

2.1 **Note.** As provided in this Agreement, and subject to this Section 2.1 to the formal approvals of the City Parties, and satisfaction of the conditions precedent set forth in Section 2.2, the City will use its best efforts to issue the Note to the Developer to pay for or reimburse Improvement Costs. The Developer shall obtain the Developer Financing. This Agreement is contingent upon the Developer obtaining Developer Financing at terms and conditions deemed acceptable to the Developer and the City, such acceptance shall not be unreasonably withheld, delayed or conditioned. The maturity of the Developer Financing shall not be later than 25 years from the dated date of the Note. The City shall, pursuant to the EDC Statute, use its best efforts to issue the Note as consideration for the Improvement Costs which Note shall (1) mature not later than 25 years after the dated date of the Note, (2) be in an initial principal amount not to exceed \$7,272,765.00 except as provided for below, (3) bear a commercially reasonable per annum interest rate, maturity and amortization which shall mirror the terms of the Developer Financing, (4) be prepayable at any time in whole or in part without penalty, (5) first have any RIF paid (or if the City and the Developer agree, credited) against the outstanding principal balance of the Note at the time any such RIF become available and, after the application of such RIF, available Net TIF Revenues (as hereinafter defined) shall be paid to reduce the outstanding balance on the Note. The Note will be initially issued in a maximum principal amount equal to \$7,272,765.00. After completion of the construction of the Public Improvements, the principal amount of the Note shall be amended to be equal to the actual Improvement Costs including capitalized interest allowable pursuant to the EDC Statute on the actual Improvement Costs but in no event shall the principal amount of the Note exceed \$7,272,765.00. All of the RIF and Net TIF Revenues available on any date on which a payment is due on the Note shall be applied to payment of the Note for so long as the Note remains outstanding. The Developer shall provide the City with all documentation that the City deems to be necessary to determine the actual Improvement Costs. Such documentation shall be provided to the City on a monthly basis as the construction proceeds.

The TIF Revenues will be allocated for so long as the Note remains outstanding (1) first to payment or reimbursement of the RDC Direct Costs and (2) second any Net

TIF Revenues shall be applied to payment of the Note until the Note has been paid in full. The RDC shall provide to the Developer all documentation the Developer deems reasonably necessary to confirm the actual RDC Direct Cost.

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

- (a) the requirements of Section 2.1 have been satisfied;
- (b) the Allocation Area has been established;
- (c) the Note has been authorized by appropriate actions of the City Parties;
- (d) the Net TIF and RIF have been pledged to payment of the Note; and
- (e) the Developer has entered into the Developer Financing on terms reasonably satisfactory to the City Parties and has provided copies of the documentation of such to the City Parties.

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

ARTICLE III **Conditions Precedent to Developer Obligations**

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

- (a) The Project Site is currently located in the "Grand Junction Consolidated Economic Development Area" as defined by the RDC Resolution 2-2009 as amended to the date hereof. The City and the RDC each agree to use their respective best efforts to take the necessary steps to remove a portion of the Project Site from the Grand Junction Consolidated Economic Development Area and create the Wheeler Landing Allocation Area which shall be a separate allocation area consisting solely of that portion of the Project Site particularly described in Exhibit C.
- (b) The representations and warranties of the City contained in Article IV of this Agreement continue to be true, complete and accurate in all material respects; and
- (c) The City and the RDC have each carried out in all material respects their respective obligations under this Agreement and each are in compliance in all material respects with the covenants specified in Article V of this Agreement, to

the extent such obligations and covenants are required to have been carried out or are applicable at the time the Developer obligation to perform has arisen.

- (d) The City and the RDC shall have obtained the necessary approvals to commit and pledge the Net TIF Revenues and RIF to payment of the Note.

ARTICLE IV

Representations and Warranties of Parties

- 4.1 **Representations, Warranties of Developer.** The Developer represents and warrants, as of the date hereof, that:

- (a) **Authority.** The Developer has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered by duly authorized representatives of each party hereto, will constitute the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general principles of equity.
- (b) **Capacity, Capability.** The Developer has the requisite capacity and capability to administer, complete and retain the Project.
- (c) **Estimated Improvement Cost Documentation.** The Developer will provide the City with all documentation as it becomes available that the City deems to be necessary to determine the estimated Improvement Costs.

- 4.2 **Representations, Warranties of City and RDC.** The City and the RDC, as applicable, each represents and warrants, as of the date hereof, that:

- (a) The City will construct items (iv) and (v) of the Public Improvements, provided, however, upon completion of such items (iv) and (v), the Developer will reimburse the City for the actual cost of items (iv) and (v) above from the Developer Financing, but in no event will that reimbursement exceed \$855,000.00. The City will coordinate plans and specifications and timing of construction of items (iv) and (v) of the Public Improvements with the Developer's undertaking of items (i), (ii), (iii) and (vi) of the Public Improvements.
- (b) Except as stated below, all of RIF will be paid to Developer to reduce the principal balance of the Note or credited against the outstanding principal balance of the Note until the Note has been paid in full.

With each detailed development plan, the Parties agree to enter into secondary road impact fee credit agreements in exchange for the Project accommodating the

City's plans for pedestrian and vehicular connectivity consistent with the City's Unified Development Ordinance and Thoroughfare Plan, as amended. Developer shall provide to the City a list of the proposed improvements (such as, by way of example: parks, plazas, other recreational facilities, pedestrian trail, bicycle infrastructure, and roads (which may include public ways). The City shall agree that all such improvement that comply with those improvements contemplated by City Ordinance 12-13 shall be subject to the RIF Credit ("RIF Improvements"). Developer shall provide an itemized account (the "RIF Expense Itemization") of expenses to support the total cost for the construction of the Improvements including such supporting backup information as the City and the RDC may, in their sole discretion, request that shall be subject to the approval by the City or the RDC in their reasonable discretion. Within thirty (30) days of the latest to occur of (i) the completion of the RIF Improvements, (ii) receipt by the City and the RDC of the RIF Expense Itemization satisfactory to them in their sole discretion; and (iii) dedication of all right-of-way to be included in the Public Improvements, the City shall issue a RIF Credit to Developer in the amount of the actual costs of the RIF Improvements. All of the other RIF and park impact fees generated from the Wheeler Landing Allocation Area will be used to reimburse the Developer for the payment of the Improvement Costs until the Developer Financing has been paid in full.

- (c) **Authority.** Subject to Section 7.19 of this Agreement, the City and the RDC each represents and warrants, as of the date hereof, that (i) it has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement, and (ii) this Agreement, when executed and delivered by duly authorized representatives of each party hereto, will constitute the legal, valid and binding obligation of the City and the RDC, enforceable against the City and the RDC in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general principles of equity.
- (d) **No Default or Conflict.** The execution and delivery of this Agreement and the effectuation of the transactions contemplated hereby, will not conflict with or constitute a material breach of or default under any applicable law or administrative regulation of the City or the RDC, or any applicable judgment or decree, or any indenture, loan agreement, note, resolution, certificate, agreement or other instrument to which the City or the RDC is a party or is otherwise subject.
- (e) **Absence of Litigation.** No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the City's knowledge, threatened against the City or the other City Parties with respect to (a) the organization and existence of the City or the other City Parties, (b) the authority of the City or the other City Parties to execute or deliver this Agreement or to perform their respective obligations hereunder, including effectuating the

transactions contemplated hereby, (c) the validity or enforceability of this Agreement or the transactions contemplated thereby, or (d) any authorization or proceedings related to the execution and delivery of this Agreement or the transactions contemplated hereby.

- (f) **Authorizations and Proceedings.** Subject to Section 7.19 of this Agreement, the actions, authorizations and proceedings referenced in this Agreement necessary to make this Agreement, when executed and delivered by the City and the RDC, the legal, valid and binding obligation of the City and the RDC, are in full force and effect and no such authorizations or proceedings have been repealed, revoked, rescinded or amended and all are in full force and effect.
- (g) **Compliance with Open Meeting Laws.** To the extent required by the laws of the State of Indiana, all actions of the City and the RDC with respect to the actions, authorizations and proceedings referenced in Section 4.2(d) or Section 7.19 and elsewhere herein occurred or will occur at meetings held after notice given in accordance with such laws, which were open to the public and at which quorums were present and acting throughout.

ARTICLE V

Covenants of Parties

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

- (a) **Rights of Way.** Upon completion of roads identified in items (i), (ii) and (iii) of the Public Improvements to the standards of City, the Owners will dedicate at no cost to the City, and the City will accept all of the right of way owned by Owners necessary for the items (i), (ii), and (iii) of the Public Improvements. The Developer and City acknowledge the City will need to obtain additional right of way from parties other than the Owners at the City's sole cost and expense for the construction of item (i) of the Public Improvements prior to commencement of the construction of item (i) of the Public Improvements.
- (b) **Construction and Cost of Public Improvements.** Developer will construct items (i), (ii), (iii) and (vi) of the Public Improvements. The Developer will pay the Improvement Costs. The initial principal amount of the Note, including capitalized interest allowable pursuant to the EDC Statute, if any, and costs of issuance of the Note, shall not exceed \$7,272,765.00 without the prior written consent of the Parties which consent shall not be unreasonably withheld, delayed or conditioned. The parties anticipate the only circumstances that may cause the Improvement Costs exclusive of capitalized interest allowable pursuant to the EDC Statute, estimated on the date of this Agreement to be \$6,157,745.00 exclusive of the Capitalized Interest component, to increase to be (i) adding additional improvements agreed upon by both parties, (ii) substandard soils existing within the construction area for the roads that in an aggregated total exceed one hundred linear feet of roadway or four feet in depth for any

distance,(iii) an increase in the interest rate for the Developer Financing (as hereinafter defined) to greater than six percent (6%) or (iv) an incident of Force Majeure.

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

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

5.2 **Covenants of City.**

- (a) The City covenants and agrees to use its best efforts (i) to take or cause to be taken and (ii) to cause the other City Parties to use their best efforts to take or cause to be taken (and shall cooperate with the Developer to enable the Developer to take or cause to be taken) all actions necessary or desirable under statutes, regulations and rules applicable to the Project, and to execute and deliver or cause to be executed and delivered (and shall cooperate with the Developer to enable the Developer to execute and deliver or cause to be executed and delivered) such City Papers and other papers as may be necessary or desirable under such statutes, regulations and rules to assist and permit the Developer to develop the Project, and receive the benefit of payments on the Note.
- (b) The City covenants and agrees that:
 - (i) the Developer and the Developer Parties will not be liable for or with respect to the issuance or payment of the Note (other than payment of taxes levied on their property in the Allocation Area, subject to their rights as taxpayers and otherwise under Indiana law); and
 - (ii) neither the Project nor the Public Improvements nor any portion of the Project or the Public Improvements will be pledged, directly or indirectly, to secure the Note or any obligations relating to the Note.
- (c) The City covenants to use its best efforts during the Note Term to capture sufficient incremental assessed value in the Allocation Area to generate Net TIF Revenues sufficient to make all required payments on the Note.
- (d) So long as the Note remains outstanding, the City and the RDC each agree that it will not pledge TIF Revenues or RIF to additional obligations of the City or the RDC.

ARTICLE VI **Events of Default; Remedies**

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

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

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

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

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

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

a period not to exceed one hundred twenty (120) days or such longer period agreed to by the Parties.

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

ARTICLE VII

Miscellaneous

- 7.1 **Expenses Incurred Upon Developer or City Event of Default or RDC Event of Default.** Upon the occurrence of either a Developer Event of Default or a City Event of Default or RDC Event of Default resulting in the commencement of litigation or other administrative proceeding for dispute resolution, the party prevailing in any such litigation or proceeding shall be entitled to reimbursement by the other party (the non-prevailing party) for all reasonable and properly documented out of pocket expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the prevailing party as a result of one or more Events of Default by the non-prevailing party.
- 7.2 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or Affiliated entity with the express prior written consent of each of the RDC and the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and that this Agreement is intended to be and shall be, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.

- 7.3 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City or the RDC and the Developer.
- 7.4 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or the RDC or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an "independent contractor" with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker's compensation insurance.
- 7.5 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City, the RDC and the Developer in this Agreement, and all certificates delivered by the City, the RDC and the Developer shall survive the execution of this Agreement and the completion of the Public Improvements. No other person is entitled to rely upon any such representations, warranties, covenants, agreements or certificates.
- 7.6 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):

To the City: City of Westfield, Indiana
 Westfield City Hall
 130 Penn Street
 Westfield, Indiana 46074
 Attn: Mayor

With a copy to: Krieg DeVault LLP
 12800 North Meridian Street, Suite 300
 Carmel, Indiana 46032
 Attn: Brian J. Zaiger

To the Developer: Wheeler Landing I, LLC
 Church Church Hittle + Antrim
 2 North 9th Street
 Noblesville, Indiana 46060
 Attn: Eric M. Douthitt

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

- 7.7 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.
- 7.8 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Hamilton County, Indiana Circuit or Superior Courts. The City, the RDC and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.
- 7.9 **No Waiver.** Neither failure nor delay on the part of the City or the RDC or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the RDC or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the RDC or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the City or the RDC or the Developer shall entitle the City or the RDC or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the RDC's or the Developer's right to take other or further action in any circumstances without notice or demand.
- 7.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.
- 7.11 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City, the RDC and the Developer and their respective successors and assigns.
- 7.12 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer, the RDC and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the RDC or the Developer to carry out the provisions and purposes of this Agreement including, but not limited to, reasonable administrative amendment of this Agreement to satisfy the underwriting requirements of the Developer's Lender but only so long as such administrative amendments do not violate any provision of this Agreement particularly Section 2.1.
- 7.13 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the

essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

- 7.14 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
- 7.15 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City, the RDC and the Developer and supersedes all prior agreements, written or verbal, between the City, the RDC and the Developer. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City, the RDC or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement. The parties do contemplate entering into additional development agreements that are intended to amend and or supplement the scope and purpose of this agreement.
- 7.16 **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.
- 7.17 **Indemnification.**
- (a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City Parties (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City Parties), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the Developer of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, the Public Improvements or any part thereof, in connection with the implementation of or effectuation of this Agreement;
 - (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
 - (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and
 - (v) The provision of any information or certification furnished by the Developer in connection with the issuance of the Note or this Agreement.
- (b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the City or other City Party relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
 - (iii) Any act, failure to act, or misrepresentation by the City or other City Party, or any of the City's or other City Party's agents, contractors, servants, employees or licensees related to this Agreement;
 - (iv) The provision of any information or certification furnished by the City or other City Party in connection with the issuance of the Note or this Agreement; and
 - (v) The defense of any claim related to the action brought by the City Parties to obtain additional right of way from parties other than the Owners for the construction of item (i) of the Public Improvements.

7.18 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. "Force

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

- 7.19 **Future Actions.** Notwithstanding any other provisions of this Agreement, the parties acknowledge and understand that (i) certain City Parties, including the Common Council of the City, the City Economic Development Commission and the RDC, must take future actions to implement and maintain the City’s and/or the RDC’s obligations under this Agreement, and (ii) the representations of and performance of the covenants and agreements of the City and the RDC are subject to and contingent upon compliance with and completion of applicable statutory and administrative procedures, including, without limitation, any applicable public notice and public hearing requirements, official actions by governing bodies, and any remonstrance and appeal rights. The City covenants that it will use its best and commercially reasonable efforts to do all things lawfully within its power to take such future actions and to comply with all applicable statutory and administrative procedures at such times and in such manner as to effectuate and implement the provisions and intent of this Agreement to the fullest extent possible in accordance with the time frames set forth herein. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

- 7.20 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and **EXHIBITS** form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or **EXHIBIT** shall be deemed to refer to an Article, Section or RECITAL of, or **EXHIBIT** to, this Agreement, (iv) the word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it

follows to the specific or similar items or matters immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

ARTICLE VIII

Tax Exempt Uses, Property Assessed Valuation Appeals and Payments

- 8.1 Developer covenants and warrants it will pay all property tax bills for the Project owned by Developer, its affiliates and its subsidiaries before tax bills are delinquent.
- 8.2 Developer covenants and warrants that it will not appeal or otherwise challenge the reasonable assessed valuation of the Project owned by the Developer, its affiliates and its subsidiaries such that it would cause the Project to generate insufficient TIF Revenues.
- 8.3 As referenced in the Wheeler Landing PUD (City Ordinance No. 18-04), the standards of the City's Unified Development Ordinance, Article 5.4 Economic Development District Overlay applies to the Project Site, subject to the following tax exempt use exceptions: one YMCA (a nonprofit health, fitness and exercise center use) and one Westfield Washington School Corporation facility (a public school district use) or (ii) one YMCA individually, shall be permitted within the Project Site on no more than eleven (11) acres in Areas I and III of the Wheeler Landing PUD.

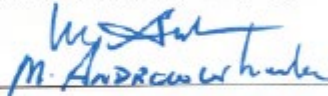
Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

* * *

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

"DEVELOPER"

WHEELER LANDING I, LLC,
an Indiana limited liability company

By: 

Printed: _____

Title: MANAGER

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for the State of Indiana, personally appeared M. Andrew Wheeler the Manager of Wheeler Landing I, LLC, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 12th day of March, 2019.

My Commission Expires:




NOTARY PUBLIC

Eric M. Douthitt
Printed

"RDC"

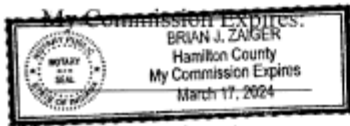
WESTFIELD REDEVELOPMENT
COMMISSION

By: Joseph Plankis
Joseph Plankis, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this 18 day of MARCH, 2019.



My County of Residence:

Brian J. Zaiger
NOTARY PUBLIC

BRIAN J. ZAIGER
Printed

"CITY"

CITY OF WESTFIELD, INDIANA
BY ITS BOARD OF PUBLIC WORKS
AND SAFETY

By: [Signature]
Printed: Randell Graham
Title: BPWS

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Randell Graham, the duly authorized officer of the Board of Public Works and Safety of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this 27th day of March, 2019.

My Commission Expires:

2/3/24

My County of Residence:

Hamilton

[Signature]
NOTARY PUBLIC

Patricia J. Leuteritz
Printed

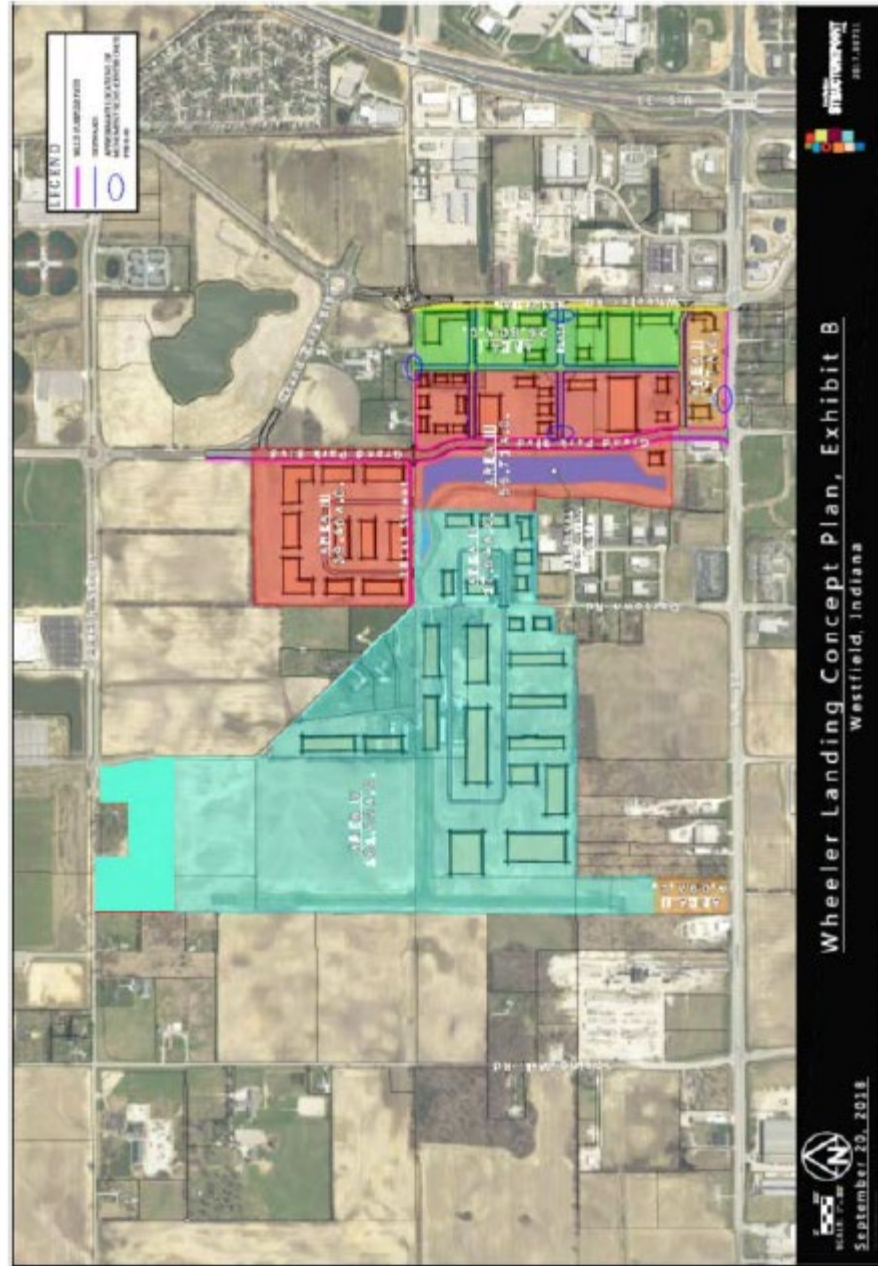


This instrument prepared by James T. Crawford, Jr., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana, 46032.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *James T. Crawford, Jr.*

EXHIBIT A

*Project Site
Consists of only Areas I, II, and III*



A-1

A-22

EXHIBIT B

Description of Project

WHEELER LANDING – NARRATIVE STATEMENT

Area I

Area I was created to focus on the district's adjacency to the Monon Trail. As a result development within this area is focused on the pedestrian. Buildings and improvements within Area I must address the Monon trail if adjacent and provide adequate pedestrian and bicycle infrastructure. Automobiles will be accommodated but not at the expense of the pedestrian. A mix of uses is encouraged to create a viable environment for retail amenities to thrive. Dense housing options, office space, retail and service uses are encouraged.

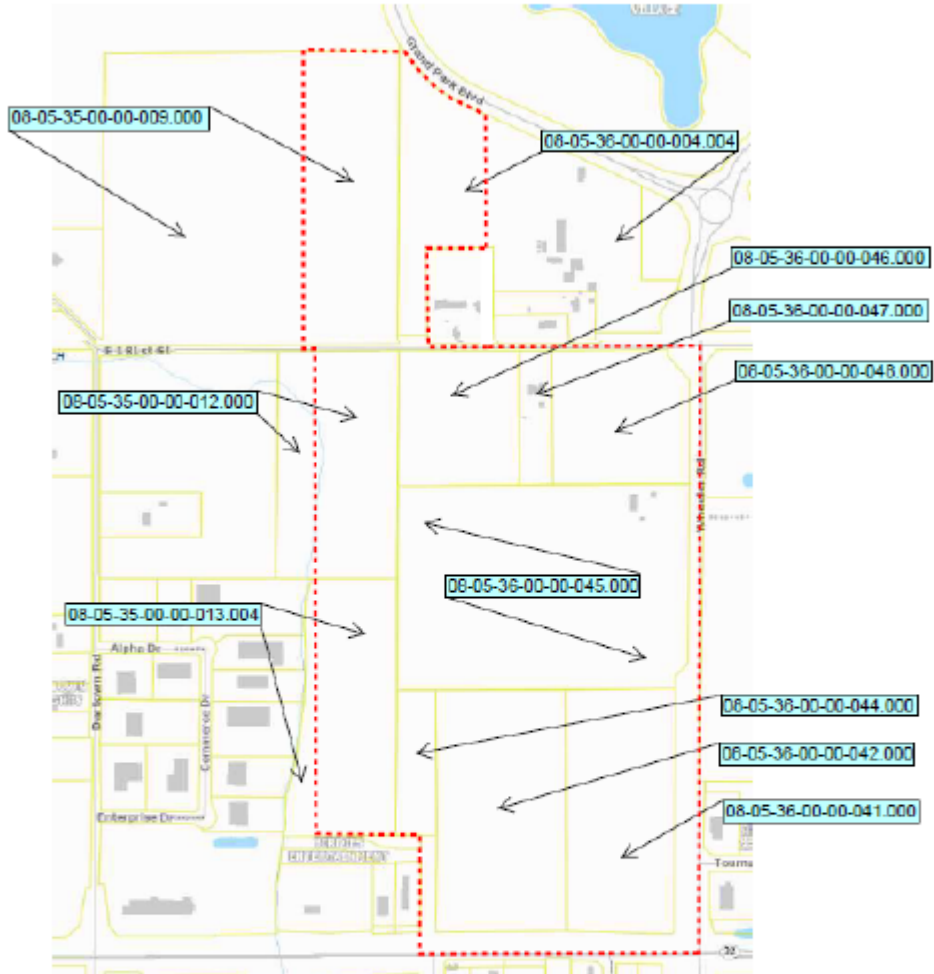
Area II

Area II is located north of and adjacent to SR 32, west of and adjacent to Wheeler Road, South of and adjacent to the future extension of Tournament Trail and east of and adjacent to Oak Ridge Road. Area II will reflect adjacent development patterns, creating out-lots for individual users and/or multiple in-line users. Area II is subject to the SR32 Overlay.

Area III

Area III represents the continuation of the mixed use environment established in Area I with further integration of the automobile and the visitors who will undoubtedly be arriving by car. Area III enhances typical shopping centers with pedestrian interconnectivity and the potential for a mix of uses existing in close proximity to one another. A plaza or other community gathering area shall be integrated into the site design and would provide the primary opportunity for the pedestrian experience to transition from Area I to Area III. Dense housing options, office space, retail and services are encouraged.

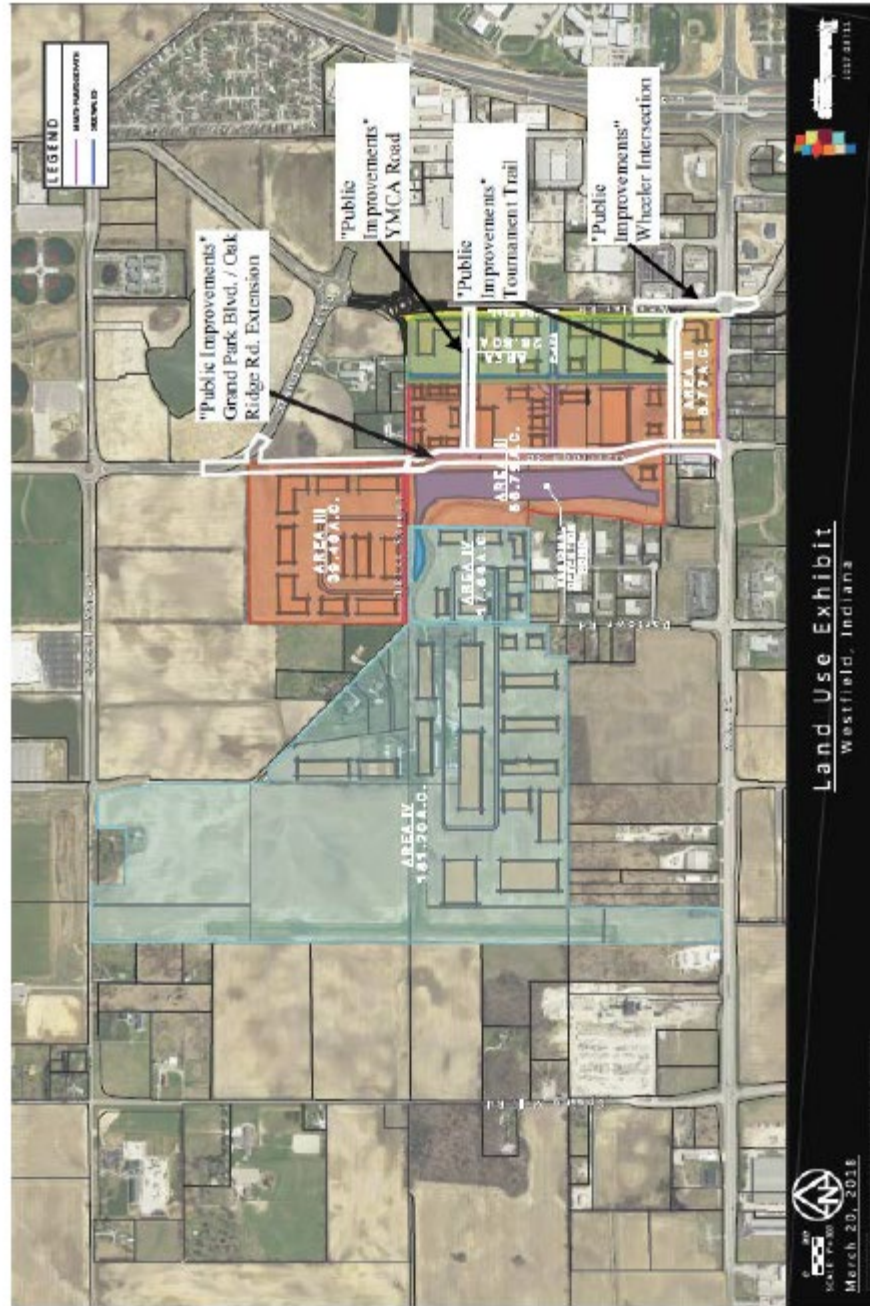
EXHIBIT C
Wheeler Landing Allocation Area
(Outlined in dotted red line)



C-1

EXHIBIT D

Public Improvements Description/Location of Public Improvements



D-1

ORDINANCE NUMBER 19-24

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

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

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

WHEREAS, the Westfield-Washington Township Advisory Plan Commission (the "Commission") held a public hearing on _____, 2019, for a petition (**Petition No. 1907-REZ-01**) requesting to rezone certain lands within the City of Westfield;

WHEREAS, on _____, 2019, the Commission forwarded **Petition No. 1907-REZ-01** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (Vote: #-#) in accordance with Indiana Code § 36-7-4-608;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2019;

WHEREAS, the Common Council is subject to the provisions of the Indiana Code §36-7-4-608 concerning any action on this request; and

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

Section 1. Applicability of Ordinance.

- 1.1 The Zoning Map accompanying and made a part of the Westfield-Washington Unified Development Ordinance is amended to reclassify real estate (the "Real Estate") described in what is attached hereto and incorporated herein by reference as **Exhibit A**, from SB-PD: Special Business / Planned Development District to SF-4: Single-Family High Density District.
- 1.2 Development of the Real Estate shall be governed by the provisions of the Unified Development Ordinance.

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-24** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-24**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-24**
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

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

Prepared by: Caleb Ernest, Associate Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074, (317) 519-8630

EXHIBIT A
(REAL ESTATE)