Westfield City Council Members
Scott Willis, (District 1)
Jake Gilbert, (District 2)
Mike Johns, (District 5)
Troy Patton, (At Large)
Joe Edwards, (District 3)
Cindy L. Spoljaric, (At Large)
Scott Frei, (District 4)

CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_05_23_2022

Monday, May 23, 2022 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**
MEETING DATE: **Monday, May 23, 2022 at 07:00 PM**
MEETING PLACE: **Westfield City Hall- Assembly Room**

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

AGENDA

Pledge of Allegiance

Invocation by: Barry Rodriguez, from Grace Church

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Council Appointment to BZA

Approval of Minutes:
Documents: Meeting Minutes May 9, 2022

Claims:
Documents: Docket for May 23, 2022

Approval of Claims

Miscellaneous Business/Special Recognition:

RDC 1st Quarter Report/Linda Naas and Bob Beaudry

Old Business:

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

Ordinance 22-10: Osborne Trails PUD Amendment V
Council Introduction: March 14, 2022
APC Public Hearing: April 4, 2022
APC Recommendation: May 16, 2022
Adoption Consideration: May 23, 2022
Documents: Ordinance 22-10 | Department Report | Petitioner Presentation

Ordinance 22-20: Reestablishing the Cumulative Capital Development Fund
Council Introduction: May 9, 2022
Public Hearing: May 23, 2022
Adoption Consideration: May 23, 2022
Documents: Ordinance 22-20

Westfield Interlocal Agreement Between INDOT & City of Westfield (SR 32 Bridge Over Cool Creek)
Council Introduction: April 11, 2022
Adoption Consideration: May 23, 2022
Documents: Interlocal Agreement

New Business:

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

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

Ordinance 22-23: City of Westfield, Indiana Adopting Second Class City Status
Council Introduction: May 23, 2022
Public Hearing: June 13, 2022

Adoption Consideration: June 27, 2022
Documents: Ordinance 22-23

Guests:

Residents who wish to address the Council.

Clerk Treasurer Comments

City Council Comments

Mayor Comments

Adjourn

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.

May 23, 2022

_____

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 19 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 23 day of May, 2022

_____ _____ _____

_____ _____ _____

_____ _____ _____

Signatures of Governing Board

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Administration								
VEN002020	United Healthcare	APP092464	5/4/2022	101001119	ADM-HEALTH/DENTAL	May Medical Ins	4,387.20	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101001119	ADM-HEALTH/DENTAL	May Dental Ins	126.08	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101001119	ADM-HEALTH/DENTAL	May Vision Ins	43.44	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101001119	ADM-HEALTH/DENTAL	May Ins	9.75	72691	5/4/2022
VEN000589	Duke Energy	APP092546	5/6/2022	101001341	ADM-ELECTRICITY	Admin	10.86	72701	5/6/2022
VEN002336	Citizens Westfield	APP092552	5/6/2022	101001342	ADM-WATER/SEWER	Admin	75.67	72699	5/6/2022
VEN002336	Citizens Westfield	APP092561	5/9/2022	101001328	ADM-HEAT/GAS	Admin	198.73	72727	5/10/2022
VEN003729	Metronet	APP092562	5/9/2022	101001343	ADM-BUILDING	Alarm City Hall	60.19	72773	5/10/2022
VEN001537	Payroll	APP092589	5/9/2022	101001111	ADM-SALARY	sal	12,439.63	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101001120	ADM-FICA /MEDICARE	fica	725.33	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101001120	ADM-FICA /MEDICARE	med	169.67	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101001121	ADM-PERF	perf	1,764.52	500000773	5/9/2022
VEN005845	Kinetrex Energy	APP092754	5/16/2022	101001328	ADM-HEAT/GAS	Admin	124.00	72828	5/16/2022
VEN005661	Barnes and Thornburg LLP	APP092869	5/17/2022	101001331	ADM-CONSULTING	March retainer	5,000.00		
	Subtotal for Administration						**25,135.07**		
	Police								
VEN002020	United Healthcare	APP092464	5/4/2022	101002119	POLICE-HEALTH/DENTAL	May Medical Ins	81,950.46	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101002119	POLICE-HEALTH/DENTAL	May Dental Ins	3,577.55	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101002119	POLICE-HEALTH/DENTAL	May Vision Ins	771.20	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101002119	POLICE-HEALTH/DENTAL	May Ins	234.00	72691	5/4/2022
VEN002336	Citizens Westfield	APP092561	5/9/2022	101002328	POLICE-HEAT/GAS	PSB	215.50	72727	5/10/2022
VEN003729	Metronet	APP092563	5/9/2022	101002335	POLICE-TELEPHONE	PSB	59.07	72773	5/10/2022
VEN001537	Payroll	APP092589	5/9/2022	101002111	POLICE-SALARY	sal	226,508.04	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101002120	POLICE-FICA/MEDICARE	fica	13,491.56	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101002120	POLICE-FICA/MEDICARE	med	3,155.29	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101002121	POLICE-PERF	perf	35,095.62	500000773	5/9/2022
VEN000777	Glass America	APP092685	5/12/2022	101002360	POLICE-VEHICLE REPAIR	Windshield Repair	930.00		
VEN007356	Ascension St Vincent	APP092689	5/12/2022	101002354	POLICE-PHYSICAL EXAM	New Hire Physicals	3,192.74		
VEN000314	C.A.R. Clinic	APP092690	5/12/2022	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	5,115.74		
VEN000747	Galls	APP092691	5/12/2022	101002229	POLICE-UNIFORMS	Uniform Items	497.18		
VEN009277	Nelson and Co LLC	APP092692	5/12/2022	101002229	POLICE-UNIFORMS	New Hire Uniform Items	173.40		
VEN009277	Nelson and Co LLC	APP092692	5/12/2022	101002229	POLICE-UNIFORMS	Uniforms-Stubbs	578.67		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Police								
VEN000859	Hare Chevrolet	APP092693	5/12/2022	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	1,280.24		
VEN002035	US Uniform and Supply	APP092694	5/12/2022	101002229	POLICE-UNIFORMS	Uniform Velcro Badges, Nam	110.00		
VEN010279	Heart Reach Medical	APP092695	5/12/2022	101002472	POLICE-EQUIPMENT	AED Pads	1,405.00		
VEN000777	Glass America	APP092696	5/12/2022	101002360	POLICE-VEHICLE REPAIR	Windshield Repair	476.73		
VEN000777	Glass America	APP092696	5/12/2022	101002360	POLICE-VEHICLE REPAIR	Windshield Repair	480.44		
VEN005845	Kinetrex Energy	APP092754	5/16/2022	101002328	POLICE-HEAT/GAS	PSB	544.32	72828	5/16/2022
VEN002336	Citizens Westfield	APP092806	5/16/2022	101002342	POLICE-WATER/SEWER	40 percent - psb	297.11	72830	5/17/2022
VEN005581	Newton Oil Company	APP092812	5/16/2022	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	16,534.17		
VEN002353	Boldens Cleaners	APP092813	5/16/2022	101002229	POLICE-UNIFORMS	Uniform Dry Cleaning	1,222.75		
VEN000644	Enviro-max Inc	APP092816	5/16/2022	101002343	POLICE-BUILDING MAINTEN	PSB Semi annual HVAC main	1,075.50		
VEN005403	BrightView Landscapes LLC	APP092817	5/16/2022	101002343	POLICE-BUILDING MAINTEN	PSB fertilizer	398.13		
VEN006222	SuperFleet Master Card	APP092877	5/17/2022	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	537.18		
VEN007707	Milestones	APP092878	5/17/2022	101002347	POLICE-PROMOTIONS	Small Wonders with Chest	104.60		
Subtotal for Police							**400,012.19**		
	Economic and Community Development								
VEN002020	United Healthcare	APP092464	5/4/2022	101003119	ECD-HEALTH/DENTAL	May Medical Ins	12,513.86	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101003119	ECD-HEALTH/DENTAL	May Dental Ins	512.50	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101003119	ECD-HEALTH/DENTAL	May Vision Ins	146.16	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101003119	ECD-HEALTH/DENTAL	May Ins	49.92	72691	5/4/2022
VEN001537	Payroll	APP092589	5/9/2022	101003111	ECD-SALARY	sal	41,199.35	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101003120	ECD-FICA/MEDICARE	fica	2,476.17	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101003120	ECD-FICA/MEDICARE	med	579.12	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101003121	ECD-PERF	perf	5,374.56	500000773	5/9/2022
Subtotal for Economic and Community Development							**62,851.64**		
	Parks								
VEN002020	United Healthcare	APP092464	5/4/2022	101005119	PARKS-HEALTH/DENTAL	May Medical Ins	3,716.42	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101005119	PARKS-HEALTH/DENTAL	May Dental Ins	212.64	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101005119	PARKS-HEALTH/DENTAL	May Vision Ins	41.76	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101005119	PARKS-HEALTH/DENTAL	May Ins	13.00	72691	5/4/2022
VEN009810	Kayla Arnold	APP092523	5/5/2022	101005347	PARKS-PROMOTION	Decor Lantern Days	50.00	72694	5/5/2022
VEN009810	Kayla Arnold	APP092523	5/5/2022	101005347	PARKS-PROMOTION	Tent Canopies Lantern Days	78.95	72694	5/5/2022

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										
	Parks										
		VEN001537	Payroll	APP092589	5/9/2022	101005111	PARKS-SALARY	sal	10,323.30	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101005120	PARKS-FICA/MEDICARE	fica	613.81	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101005120	PARKS-FICA/MEDICARE	med	143.54	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101005121	PARKS-PERF	perf	1,318.23	500000773	5/9/2022
		VEN010276	WFMS FM	APP092642	5/11/2022	101005349	PARKS-SERVICES	Cumulus Digital C Suite Servi	1,500.00		
		VEN000229	Beth Maier Photography	APP092704	5/13/2022	101005347	PARKS-PROMOTION	Lantern Days	125.00		
		VEN010276	WFMS FM	APP092898	5/17/2022	101005349	PARKS-SERVICES	Lantern day Ad	625.00		
	Subtotal for Parks								**18,761.65**		
	Economic Dev										
		VEN002020	United Healthcare	APP092464	5/4/2022	101006119	ECONOMIC DEV-HEALTH/D	May Medical Ins	631.11	500000770	5/4/2022
		VEN000534	Delta Dental	APP092469	5/4/2022	101006119	ECONOMIC DEV-HEALTH/D	May Dental Ins	20.86	72690	5/4/2022
		VEN010036	VSP Insurance	APP092473	5/4/2022	101006119	ECONOMIC DEV-HEALTH/D	May Vision Ins	6.40	72692	5/4/2022
		VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101006119	ECONOMIC DEV-HEALTH/D	May Ins	3.25	72691	5/4/2022
		VEN001537	Payroll	APP092589	5/9/2022	101006111	ECONOMIC DEV-SALARY	sal	3,502.00	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101006120	ECONOMIC DEV-FICA/MEDI	fica	216.90	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101006120	ECONOMIC DEV-FICA/MEDI	med	50.73	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101006121	ECONOMIC DEV-PERF	perf	497.28	500000773	5/9/2022
	Subtotal for Economic Dev								**4,928.53**		
	Informatics										
		VEN002020	United Healthcare	APP092464	5/4/2022	101007119	IT-HEALTH/DENTAL	May Medical Ins	6,820.96	500000770	5/4/2022
		VEN000534	Delta Dental	APP092469	5/4/2022	101007119	IT-HEALTH/DENTAL	May Dental Ins	269.80	72690	5/4/2022
		VEN010036	VSP Insurance	APP092473	5/4/2022	101007119	IT-HEALTH/DENTAL	May Vision Ins	70.72	72692	5/4/2022
		VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101007119	IT-HEALTH/DENTAL	May Ins	19.50	72691	5/4/2022
		VEN001537	Payroll	APP092589	5/9/2022	101007111	IT-SALARY	sal	17,473.56	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101007120	IT-FICA/MEDICARE	fica	1,019.73	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101007120	IT-FICA/MEDICARE	med	238.50	500000773	5/9/2022
		VEN001537	Payroll	APP092589	5/9/2022	101007121	IT-PERF	perf	2,481.25	500000773	5/9/2022
		VEN005272	SHI International	APP092668	5/11/2022	101007451	IT-COMPUTER/EQUIP	Microsoft Hardware	1,609.72		
		VEN005272	SHI International	APP092668	5/11/2022	101007451	IT-COMPUTER/EQUIP	HPI Hardware	8,054.30		
		VEN005272	SHI International	APP092669	5/11/2022	101007389	IT-SOFTWARE LICENSING	AudioCodes	15.58		
		VEN005272	SHI International	APP092669	5/11/2022	101007389	IT-SOFTWARE LICENSING	AudioCodes	3.45		
		VEN005272	SHI International	APP092669	5/11/2022	101007389	IT-SOFTWARE LICENSING	ESD Microsoft	82.17		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Informatics								
VEN010130	ITSavvy LLC	APP092670	5/11/2022	101007451	IT-COMPUTER/EQUIP	Lenovo ThinkStation	2,720.94		
VEN008516	Granite Telecommunications	APP092671	5/11/2022	101007349	IT-SERVICES	May services	803.01		
VEN005134	Lifeline Data Centers	APP092673	5/11/2022	101007349	IT-SERVICES	Monthly services	778.50		
VEN005146	Konica Minolta Business	APP092674	5/11/2022	101007337	IT-PRINTING	Click charges	36.30		
VEN005146	Konica Minolta Business	APP092892	5/17/2022	101007337	IT-PRINTING	Click charges	132.59		
VEN006597	ATEC Inc	APP092893	5/17/2022	101007472	IT-EQUIPMENT	Security Camera mounts	1,225.00		
	Subtotal for Informatics						**43,855.58**		
	Clerk Treasurer								
VEN002020	United Healthcare	APP092464	5/4/2022	101008119	CT-HEALTH/DENTAL	May Medical Ins	4,586.21	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101008119	CT-HEALTH/DENTAL	May Dental Ins	220.74	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101008119	CT-HEALTH/DENTAL	May Vision Ins	70.72	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101008119	CT-HEALTH/DENTAL	May Ins	18.46	72691	5/4/2022
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		66,583.94	500000772	5/5/2022
VEN001537	Payroll	APP092589	5/9/2022	101008111	CT-SALARY	sal	18,260.14	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101008120	CT-FICA/MEDICARE	fica	1,066.51	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101008120	CT-FICA/MEDICARE	med	249.42	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101008121	CT-PERF	perf	2,138.21	500000773	5/9/2022
VEN004297	ADP-Payroll	APP092630	5/10/2022	101008331	CT-CONSULTING	April services	8,258.60	500000775	5/10/2022
VEN007097	Webster and Garino LLC	APP092664	5/11/2022	101008330	CT-LEGAL CONSULTING	Feb retainer	4,000.00		
VEN007097	Webster and Garino LLC	APP092664	5/11/2022	101008330	CT-LEGAL CONSULTING	March retainer	4,000.00		
VEN007097	Webster and Garino LLC	APP092665	5/11/2022	101008330	CT-LEGAL CONSULTING	IT issues May services	4,935.00		
VEN007097	Webster and Garino LLC	APP092666	5/11/2022	101008330	CT-LEGAL CONSULTING	Mayors Lawsuit May services	1,071.00		
VEN009726	Veracity IIR	APP092667	5/11/2022	101008331	CT-CONSULTING	Feb and March services	3,600.00		
	Subtotal for Clerk Treasurer						**119,058.95**		
	Mayor								
VEN002020	United Healthcare	APP092464	5/4/2022	101009119	MAYOR-HEALTH/DENTAL	May Medical Ins	1,381.46	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101009119	MAYOR-HEALTH/DENTAL	May Dental Ins	40.62	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101009119	MAYOR-HEALTH/DENTAL	May Vision Ins	14.48	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101009119	MAYOR-HEALTH/DENTAL	May Ins	1.69	72691	5/4/2022
VEN001537	Payroll	APP092589	5/9/2022	101009111	MAYOR-SALARY	sal	4,758.57	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101009120	MAYOR- FICA/MEDICARE	fica	286.05	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101009120	MAYOR- FICA/MEDICARE	med	66.90	500000773	5/9/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Mayor								
VEN001537	Payroll	APP092589	5/9/2022	101009121	MAYOR-PERF	perf	675.72	500000773	5/9/2022
	Subtotal for Mayor						**7,225.49**		
	Public Works								
VEN002020	United Healthcare	APP092464	5/4/2022	101013119	PW-HEALTH AND DENTAL	May Medical Ins	21,230.91	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101013119	PW-HEALTH AND DENTAL	May Dental Ins	916.92	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101013119	PW-HEALTH AND DENTAL	May Vision Ins	208.80	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101013119	PW-HEALTH AND DENTAL	May Ins	78.00	72691	5/4/2022
VEN000589	Duke Energy	APP092547	5/6/2022	101013341	PW-ELECTRIC	PW	51.22	72701	5/6/2022
VEN002336	Citizens Westfield	APP092549	5/6/2022	101013342	PW-WATER/SEWER	PW	791.56	72696	5/6/2022
VEN002336	Citizens Westfield	APP092550	5/6/2022	101013328	PW-HEAT/GAS	204 Mill St	67.12	72697	5/6/2022
VEN002336	Citizens Westfield	APP092550	5/6/2022	101013342	PW-WATER/SEWER	204 Mill St	739.09	72697	5/6/2022
VEN002336	Citizens Westfield	APP092554	5/6/2022	101013328	PW-HEAT/GAS	PW 225 Union St	37.00	72700	5/6/2022
VEN002336	Citizens Westfield	APP092561	5/9/2022	101013328	PW-HEAT/GAS	PW	455.76	72727	5/10/2022
VEN001537	Payroll	APP092589	5/9/2022	101013111	PW-SALARY	sal	50,436.60	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101013120	PW-FICA/MEDICARE	fica	2,988.21	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101013120	PW-FICA/MEDICARE	med	698.87	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101013121	PW-PERF	perf	7,517.97	500000773	5/9/2022
VEN002336	Citizens Westfield	APP092618	5/10/2022	101013342	PW-WATER/SEWER	CSC	701.52	72822	5/10/2022
VEN000589	Duke Energy	APP092621	5/10/2022	101013341	PW-ELECTRIC	PW	83.58	72823	5/10/2022
VEN010314	Patrick K Thompson	APP092747	5/16/2022	101013433	PW-INFRAST REPAIR	land purchase 161st/oak rd	15,800.00		
VEN010315	Holly R Thompson	APP092748	5/16/2022	101013433	PW-INFRAST REPAIR	land purchase 161st/oak rd	15,800.00		
VEN005845	Kinetrex Energy	APP092754	5/16/2022	101013328	PW-HEAT/GAS	PW	761.16	72828	5/16/2022
VEN005709	Service Sanitation Inc	APP092758	5/16/2022	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	144.25		
VEN005709	Service Sanitation Inc	APP092758	5/16/2022	101013349	PW-CONTRACTUAL SERVIC	3233 W 166th	122.62		
VEN000402	Cintas	APP092760	5/16/2022	101013229	PW-UNIFORMS	Hard hats	467.61		
VEN000402	Cintas	APP092764	5/16/2022	101013229	PW-UNIFORMS	Safety Vests	1,274.35		
VEN000051	Advanced Turf Solutions	APP092766	5/16/2022	101013224	PW-OPERATING SUPPLIES	Seed and Ranger Pro	408.48		
	Subtotal for Public Works						**121,781.60**		
	Communications								
VEN002020	United Healthcare	APP092464	5/4/2022	101020119	COMM-HEALTH/DENTAL	May Medical Ins	631.11	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101020119	COMM-HEALTH/DENTAL	May Dental Ins	41.72	72690	5/4/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Communications								
VEN010036	VSP Insurance	APP092473	5/4/2022	101020119	COMM-HEALTH/DENTAL	May Vision Ins	12.80	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101020119	COMM-HEALTH/DENTAL	May Ins	6.50	72691	5/4/2022
VEN001537	Payroll	APP092589	5/9/2022	101020111	COMM-SALARY	sal	5,607.71	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101020120	COMM-FICA/MEDICARE	fica	346.21	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101020120	COMM-FICA/MEDICARE	med	80.96	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101020121	COMM-PERF	perf	796.30	500000773	5/9/2022
	Subtotal for Communications						**7,523.31**		
	Customer Service								
VEN002020	United Healthcare	APP092464	5/4/2022	101021119	CUSTOMER SERV-HEALTH/	May Medical Ins	2,561.74	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101021119	CUSTOMER SERV-HEALTH/	May Dental Ins	183.24	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101021119	CUSTOMER SERV-HEALTH/	May Vision Ins	43.44	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101021119	CUSTOMER SERV-HEALTH/	May Ins	16.25	72691	5/4/2022
VEN001537	Payroll	APP092589	5/9/2022	101021111	CUSTOMER SERV-SALARY	sal	7,880.00	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101021120	CUSTOMER SERV- FICA/ME	fica	470.81	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101021120	CUSTOMER SERV- FICA/ME	med	110.11	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101021121	CUSTOMER SERV- PERF	perf	1,118.96	500000773	5/9/2022
	Subtotal for Customer Service						**12,384.55**		
	Human Resources								
VEN002020	United Healthcare	APP092464	5/4/2022	101022119	HR-HEALTH/DENTAL	May Medical Ins	2,588.22	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	101022119	HR-HEALTH/DENTAL	May Dental Ins	106.32	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	101022119	HR-HEALTH/DENTAL	May Vision Ins	28.96	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	101022119	HR-HEALTH/DENTAL	May Ins	6.50	72691	5/4/2022
VEN001537	Payroll	APP092589	5/9/2022	101022111	HR -SALARY	sal	6,078.00	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101022120	HR-FICA/MEDICARE	fica	363.06	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101022120	HR-FICA/MEDICARE	med	84.91	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	101022121	HR PERF	perf	863.08	500000773	5/9/2022
	Subtotal for Human Resources						**10,119.05**		
Subtotal for Fund 101 General							**833,637.61**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		9,271.45	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**9,271.45**		
	Public Works								
VEN002020	United Healthcare	APP092464	5/4/2022	201013119	MVH-HEALTH/DENTAL		3,231.03	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	201013119	MVH-HEALTH/DENTAL	May Dental Ins	191.78	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	201013119	MVH-HEALTH/DENTAL	May Vision Ins	35.36	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	201013119	MVH-HEALTH/DENTAL	May Ins	9.75	72691	5/4/2022
VEN001537	Payroll	APP092589	5/9/2022	201013111	MVH-SALARY	sal	8,147.38	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	201013120	MVH-FICA/MEDICARE	fica	474.60	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	201013120	MVH-FICA/MEDICARE	med	111.00	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	201013121	MVH-PERF	perf	1,156.93	500000773	5/9/2022
VEN001384	Milestone Contractors LP	APP092757	5/16/2022	201013231	MVH-SUBGRADE MATERIAL	Surface	378.68		
VEN001384	Milestone Contractors LP	APP092757	5/16/2022	201013231	MVH-SUBGRADE MATERIAL	Surface	326.40		
VEN006285	Ceres Solutions Cooperative	APP092759	5/16/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	1,726.32		
VEN001708	RPM Machinery	APP092763	5/16/2022	201013345	MVH-EQUIP REPAIR	Backhoe repairs	419.15		
VEN000975	Indiana Oxygen Company	APP092765	5/16/2022	201013345	MVH-EQUIP REPAIR	Oxygen	90.53		
VEN001504	Paddacks Wrecker Service	APP092767	5/16/2022	201013345	MVH-EQUIP REPAIR	Street Sweeper	300.00		
VEN005581	Newton Oil Company	APP092812	5/16/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	13,566.61		
	Subtotal for Public Works						**30,165.52**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							**39,436.97**		
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		3,157.24	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**3,157.24**		
	Public Works								
VEN001778	Shelby Materials	APP092756	5/16/2022	202013432	LRS-SIDEWALK	Class A	747.00		
VEN000921	Huston Electric	APP092762	5/16/2022	202013349	LRS-SERVICES	161st and 31	4,742.68		
	Subtotal for Public Works						**5,489.68**		
Subtotal for Fund 202 Local Road and Street (LRS)							**8,646.92**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		15,809.59	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**15,809.59**		
	Fire								
VEN002020	United Healthcare	APP092464	5/4/2022	203012119	FIRE-HEALTH/DENTAL	May Medical Ins	92,099.24	500000770	5/4/2022
VEN000534	Delta Dental	APP092469	5/4/2022	203012119	FIRE-HEALTH/DENTAL	May Dental Ins	4,110.53	72690	5/4/2022
VEN010036	VSP Insurance	APP092473	5/4/2022	203012119	FIRE-HEALTH/DENTAL	May Vision Ins	948.64	72692	5/4/2022
VEN004479	Symetra Life Insurance	APP092477	5/4/2022	203012119	FIRE-HEALTH/DENTAL	May Ins	240.50	72691	5/4/2022
VEN002336	Citizens Westfield	APP092548	5/6/2022	203012342	FIRE-WATER/SEWER	Sta 83	442.84	72695	5/6/2022
VEN002336	Citizens Westfield	APP092551	5/6/2022	203012328	FIRE-GAS/HEAT	Sta 83	109.64	72698	5/6/2022
VEN002336	Citizens Westfield	APP092561	5/9/2022	203012328	FIRE-GAS/HEAT	PSB	215.50	72727	5/10/2022
VEN003729	Metronet	APP092563	5/9/2022	203012343	FIRE-BUILDING MAINTENAN	PSB	59.06	72773	5/10/2022
VEN001537	Payroll	APP092589	5/9/2022	203012111	FIRE-SALARY	sal	258,509.32	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	203012119	FIRE-HEALTH/DENTAL	hsa	500.00	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	203012120	FIRE-FICA AND MEDICARE	fica	15,381.71	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	203012120	FIRE-FICA AND MEDICARE	med	3,597.29	500000773	5/9/2022
VEN001537	Payroll	APP092589	5/9/2022	203012121	FIRE-PERF	perf	39,877.01	500000773	5/9/2022
VEN009231	CenterPoint Energy	APP092750	5/16/2022	203012328	FIRE-GAS/HEAT		83.09	72827	5/16/2022
VEN005845	Kinetrex Energy	APP092754	5/16/2022	203012328	FIRE-GAS/HEAT	PSB	544.32	72828	5/16/2022
VEN005845	Kinetrex Energy	APP092754	5/16/2022	203012328	FIRE-GAS/HEAT	Sta 83	178.11	72828	5/16/2022
VEN005845	Kinetrex Energy	APP092754	5/16/2022	203012328	FIRE-GAS/HEAT	Sta 82	76.06	72828	5/16/2022
VEN010308	Acid Remap LLC	APP092787	5/16/2022	203012349	FIRE-SERVICES	Annual fee for EMS protocol u	2,750.00	72829	5/16/2022
VEN000903	Hoosier Fire Equipment	APP092791	5/16/2022	203012472	FIRE-EQUIP	repairs on Scott 5.5x3 pro	39.00		
VEN000266	Bound Tree Medical	APP092793	5/16/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	1,950.51		
VEN000544	Derek Michael	APP092794	5/16/2022	203012229	FIRE-UNIFORMS	duty shoes	65.00		
VEN000488	Custom Truck and Auto	APP092795	5/16/2022	203012360	FIRE-VEHICLE MAINT		64.00		
VEN000903	Hoosier Fire Equipment	APP092797	5/16/2022	203012472	FIRE-EQUIP	fire hooks, bumper guard	374.95		
VEN005584	The Accumed Group	APP092798	5/16/2022	203012349	FIRE-SERVICES	Billing Service Fee	3,239.23		
VEN008213	Noblesville Trophies	APP092799	5/16/2022	203012337	FIRE-PRINTING	retiree name plate	15.00		
VEN000065	Airgas Mid America	APP092800	5/16/2022	203012224	FIRE-OPERATING SUPPLIES	oxygen and cylinder rental	1,071.66		
VEN010220	Roppel Industries	APP092802	5/16/2022	203012360	FIRE-VEHICLE MAINT	Engine 82	4,885.00		
VEN002326	OREILLY AUTO	APP092804	5/16/2022	203012360	FIRE-VEHICLE MAINT	maint. supplies	4,976.01		
VEN001417	Napa Auto Parts	APP092805	5/16/2022	203012360	FIRE-VEHICLE MAINT	misc. veh maint.	1,139.39		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
VEN002336	Citizens Westfield	APP092806	5/16/2022	203012342	FIRE-WATER/SEWER	60 percent-psb	445.66	72830	5/17/2022
VEN010309	Pamela Koehler	APP092807	5/16/2022	203012349	FIRE-SERVICES	patient reimbursement	760.00		
VEN001316	Matt Hansen	APP092808	5/16/2022	203012334	FIRE-TRAVEL/TRAINING/SE	reimburse for wpe lunch	57.72		
VEN000345	Cave and Company Printing	APP092809	5/16/2022	203012337	FIRE-PRINTING	business cards	114.45		
VEN010311	Mickey Markley	APP092810	5/16/2022	203012334	FIRE-TRAVEL/TRAINING/SE	reimburse for class	250.00		
VEN005581	Newton Oil Company	APP092812	5/16/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	2,292.80		
VEN002353	Boldens Cleaners	APP092813	5/16/2022	203012229	FIRE-UNIFORMS	Uniform Dry Cleaning	6.85		
VEN000644	Enviro-max Inc	APP092815	5/16/2022	203012343	FIRE-BUILDING MAINTENAN	Sta 83 semi annual HVAC ma	1,005.00		
VEN000644	Enviro-max Inc	APP092816	5/16/2022	203012343	FIRE-BUILDING MAINTENAN	PSB Semi annual HVAC main	1,075.50		
VEN005403	BrightView Landscapes LLC	APP092817	5/16/2022	203012343	FIRE-BUILDING MAINTENAN	PSB fertilizer	398.12		
VEN005403	BrightView Landscapes LLC	APP092817	5/16/2022	203012343	FIRE-BUILDING MAINTENAN	PSB fertilizer	183.75		
VEN006285	Ceres Solutions Cooperative	APP092888	5/17/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	3,947.95		
VEN001849	Stryker Sales	APP092889	5/17/2022	203012224	FIRE-OPERATING SUPPLIES	sensor	657.90		
VEN000266	Bound Tree Medical	APP092890	5/17/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	319.83		
VEN001942	The Uniform House	APP092891	5/17/2022	203012229	FIRE-UNIFORMS	uniforms	5,180.44		
Subtotal for Fire							**454,238.58**		
Subtotal for Fund 203 Fire Operating							**470,048.17**		
Fund No.	**Fund Name**								
204	**Park Impact**								
	Public Works								
VEN006748	V3 Companies	APP092638	5/10/2022	204013349	PARK IMPACT-SERVICES	Simon Moon Expansion Desig	70,000.00		
VEN005848	Mader Design LLC	APP092640	5/6/2022	204013349	PARK IMPACT-SERVICES	2022 Parks Master Plan	3,532.76		
VEN000517	Daystar Directional Drilling	APP092752	5/16/2022	204013474	PW-PARK IMPACT CONSTR	Grand Junction	815.32		
Subtotal for Public Works							**74,348.08**		
Subtotal for Fund 204 Park Impact							**74,348.08**		
Fund No.	**Fund Name**								
206	**Parks Programming/Events**								
	Parks								
VEN009810	Kayla Arnold	APP092523	5/5/2022	206005347	PARKS PROGRAM-PROMOT	Decor Grand Run	50.00	72694	5/5/2022
VEN010128	Artist Development Company	APP092641	5/11/2022	206005347	PARKS PROGRAM-PROMOT	Sound for Market Concert Seri	2,000.00		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
206	**Parks Programming/Events**								
	Parks								
VEN007442	YMCA of Greater Indianapolis	APP092751	5/16/2022	206005347	PARKS PROGRAM-PROMOT	Workout Instructors	250.00		
	Subtotal for Parks						**2,300.00**		
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		2,296.97	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**2,296.97**		
Subtotal for Fund 206 Parks Programming/Events							**4,596.97**		
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
VEN001808	Song Kang	APP092684	5/12/2022	239002334	LAW ENFORCE-TRAVEL/TR	Range Fees for New Hires @	30.00	72824	5/12/2022
VEN004465	Precision Arms of Indiana	APP092686	5/12/2022	239002334	LAW ENFORCE-TRAVEL/TR	HK416 A5 5.56x45mm Rifles	4,039.98		
VEN002065	Vohne Liche Kennels	APP092687	5/12/2022	239002334	LAW ENFORCE-TRAVEL/TR	Trainers Course Recertificatio	800.00		
VEN002025	University of Louisville	APP092688	5/12/2022	239002334	LAW ENFORCE-TRAVEL/TR	Housing during training-Diaz	320.00		
	Subtotal for Police						**5,189.98**		
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		3,886.48	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**3,886.48**		
Subtotal for Fund 239 Law Enforcement							**9,076.46**		
Fund No.	**Fund Name**								
264	**Road and Street Improvement (Road Impact)**								
	Public Works								
VEN001710	RQAW Corp	APP092643	5/4/2022	264013349	ROAD IMPACT-SERVICES	151st & Towne Road RAB - D	20.00		
VEN010313	Kenneth and Martha Clark	APP092749	5/16/2022	264013349	ROAD IMPACT-SERVICES	SR 32/East st Des 1801731	8,825.00		
VEN010312	D and W Farms	APP092811	5/16/2022	264013349	ROAD IMPACT-SERVICES	purchase land wheeler landin	227,075.00		
	Subtotal for Public Works						**235,920.00**		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							**235,920.00**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		376.07	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**376.07**		
	Public Safety (Police and Fire)								
VEN009231	CenterPoint Energy	APP092622	5/10/2022	269014328	TRAINING FAC-HEAT/GAS	Training Facility	39.42	72821	5/10/2022
VEN000434	Comcast Cable	APP092739	5/13/2022	269014350	TRAINING FAC-SUBSCRIPT!	Training Facility	301.25	72825	5/13/2022
VEN005845	Kinetrex Energy	APP092754	5/16/2022	269014328	TRAINING FAC-HEAT/GAS	Training Facility	56.90	72828	5/16/2022
VEN001304	Martin Marietta Materials	APP092792	5/16/2022	269014224	TRAINING FAC-OPER SUPP		3,418.37		
VEN007763	Jeff's Lawn Care	APP092801	5/16/2022	269014343	TRAINING FAC-BUILDING M	lawn care - April	295.00		
VEN000205	Beaver Gravel Corp	APP092803	5/16/2022	269014224	TRAINING FAC-OPER SUPP	Pea Gravel	552.69		
VEN000644	Enviro-max Inc	APP092814	5/16/2022	269014343	TRAINING FAC-BUILDING M	Training Facility semi annual	150.00		
	Subtotal for Public Safety (Police and Fire)						**4,813.63**		
Subtotal for Fund 269 Training Facility Center							**5,189.70**		
Fund No.	**Fund Name**								
305	**Grand Junction TIF**								
	RDC								
VEN010272	ATA National Title Group LLC	APP092506	5/4/2022	305018400	GRAND JUNCTION LAND PU	Pure SEP Trailhead Land Pur	380,297.75	5000001238	5/5/2022
	Subtotal for RDC						**380,297.75**		
Subtotal for Fund 305 Grand Junction TIF							**380,297.75**		
Fund No.	**Fund Name**								
361	**Grand Junction Ban Construction**								
	Public Works								
VEN008765	RATIO Architects	APP092644	5/4/2022	361013349	GRAND JUNC BAN CONST-	Grand Junction Plaza CA, VE	31,780.11		
	Subtotal for Public Works						**31,780.11**		
Subtotal for Fund 361 Grand Junction Ban Construction							**31,780.11**		
Fund No.	**Fund Name**								
565	**151st and Towne Rd Grant**								
	Public Works								
VEN001710	RQAW Corp	APP092643	5/4/2022	565013349	151ST AND TOWNE RD GR	151st & Towne Road RAB - D	80.00		
	Subtotal for Public Works						**80.00**		
Subtotal for Fund 565 151st and Towne Rd Grant							**80.00**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		8,305.07	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**8,305.07**		
	Grand Park								
VEN002020	United Healthcare	APP092465	5/4/2022	640015119	SPORTS CAMPUS-HEALTH/	May Medical Ins	7,692.56	100000198	5/4/2022
VEN000534	Delta Dental	APP092470	5/4/2022	640015119	SPORTS CAMPUS-HEALTH/	May Dental Ins	248.12	3948	5/4/2022
VEN010036	VSP Insurance	APP092474	5/4/2022	640015119	SPORTS CAMPUS-HEALTH/	May Vision Ins	80.16	3950	5/4/2022
VEN004479	Symetra Life Insurance	APP092478	5/4/2022	640015119	SPORTS CAMPUS-HEALTH/	May Ins	35.75	3949	5/4/2022
VEN001537	Payroll	APP092588	5/9/2022	640015111	SPORTS CAMPUS-SALARY	sal	25,430.64	100000199	5/9/2022
VEN001537	Payroll	APP092588	5/9/2022	640015120	SPORTS CAMPUS-FICA/ME	fica	1,546.89	100000199	5/9/2022
VEN001537	Payroll	APP092588	5/9/2022	640015120	SPORTS CAMPUS-FICA/ME	med	361.74	100000199	5/9/2022
VEN001537	Payroll	APP092588	5/9/2022	640015121	SPORTS CAMPUS-PERF	perf	2,878.93	100000199	5/9/2022
VEN002336	Citizens Westfield	APP092620	5/10/2022	640015342	SPORTS CAMPUS-WAT SE	Field	433.53	3978	5/10/2022
VEN002336	Citizens Westfield	APP092620	5/10/2022	640015342	SPORTS CAMPUS-WAT SE	Field	406.98	3978	5/10/2022
VEN002336	Citizens Westfield	APP092620	5/10/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	628.74	3978	5/10/2022
VEN002336	Citizens Westfield	APP092620	5/10/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	546.46	3978	5/10/2022
VEN002336	Citizens Westfield	APP092620	5/10/2022	640015342	SPORTS CAMPUS-WAT SE	General	131.48	3978	5/10/2022
VEN002336	Citizens Westfield	APP092620	5/10/2022	640015342	SPORTS CAMPUS-WAT SE	General	222.04	3978	5/10/2022
VEN006285	Ceres Solutions Cooperative	APP092848	5/17/2022	640015226	SPORTS CAMPUS-GAS	Fuel	817.77		
VEN000897	Home City Ice Co	APP092850	5/17/2022	640015224	SPORTS CAMPUS-OPERATI	Ice	153.10		
VEN006898	Supply Warehouse Inc	APP092851	5/17/2022	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	869.19		
VEN002266	Kwik Goal Ltd	APP092852	5/17/2022	640015472	SPORTS CAMPUS-EQUIPME	Corner flags sand bags net su	4,502.00		
VEN001637	Ray's Trash Service	APP092853	5/17/2022	640015349	SPORTS CAMPUS-SERVICE	Trash	329.80		
VEN005129	Grand Slam Safety	APP092855	5/17/2022	640015349	SPORTS CAMPUS-SERVICE	Backstops	2,000.00		
VEN005129	Grand Slam Safety	APP092855	5/17/2022	640015349	SPORTS CAMPUS-SERVICE	Backstops	1,467.50		
VEN009229	Sports Field Maintenance LLC	APP092856	5/17/2022	640015349	SPORTS CAMPUS-SERVICE	April Monthly Maint	38,788.00		
VEN006898	Supply Warehouse Inc	APP092857	5/17/2022	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	424.60		
VEN008257	Ferguson Facilities Supply	APP092858	5/17/2022	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	338.02		
VEN003382	McGavic Outdoor Power	APP092859	5/17/2022	640015345	SPORTS CAMPUS-EQUIP R	String trimer parts	60.91		
VEN006285	Ceres Solutions Cooperative	APP092860	5/17/2022	640015226	SPORTS CAMPUS-GAS	Fuel	1,341.27		
VEN000051	Advanced Turf Solutions	APP092861	5/17/2022	640015224	SPORTS CAMPUS-OPERATI	Paint	2,881.00		
VEN000402	Cintas	APP092862	5/17/2022	640015224	SPORTS CAMPUS-OPERATI	Mats	216.27		
VEN000051	Advanced Turf Solutions	APP092863	5/17/2022	640015224	SPORTS CAMPUS-OPERATI	Paint	28,225.75		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN010310	Premier Commercial Services	APP092864	5/17/2022	640015349	SPORTS CAMPUS-SERVICE	Cleanng	6,557.68		
	Subtotal for Grand Park						**129,616.88**		
	Sport Campus Indoor Event Ctr								
VEN002020	United Healthcare	APP092465	5/4/2022	640023119	GP INDOOR-HEALTH/DENT	May Medical Ins	1,830.62	100000198	5/4/2022
VEN000534	Delta Dental	APP092470	5/4/2022	640023119	GP INDOOR-HEALTH/DENT	May Dental Ins	85.46	3948	5/4/2022
VEN010036	VSP Insurance	APP092474	5/4/2022	640023119	GP INDOOR-HEALTH/DENT	May Vision Ins	14.48	3950	5/4/2022
VEN004479	Symetra Life Insurance	APP092478	5/4/2022	640023119	GP INDOOR-HEALTH/DENT	May Ins	3.25	3949	5/4/2022
VEN002336	Citizens Westfield	APP092553	5/6/2022	640023342	GP INDOOR-WAT AND SEW	GPEC	595.37	3952	5/6/2022
VEN002336	Citizens Westfield	APP092553	5/6/2022	640023342	GP INDOOR-WAT AND SEW	GPEC	135.66	3952	5/6/2022
VEN001537	Payroll	APP092588	5/9/2022	640023111	GP INDOOR-SALARY	sal	4,037.60	100000199	5/9/2022
VEN001537	Payroll	APP092588	5/9/2022	640023120	GP INDOOR-FIICA/MEDICAR	fica	238.13	100000199	5/9/2022
VEN001537	Payroll	APP092588	5/9/2022	640023120	GP INDOOR-FIICA/MEDICAR	med	55.69	100000199	5/9/2022
VEN001537	Payroll	APP092588	5/9/2022	640023121	GP INDOOR-PERF	perf	573.34	100000199	5/9/2022
VEN002336	Citizens Westfield	APP092619	5/10/2022	640023328	GP INDOOR-NATURAL GAS	GPEC	850.83	3977	5/10/2022
VEN005845	Kinetrex Energy	APP092755	5/16/2022	640023328	GP INDOOR-NATURAL GAS	GPEC	2,547.95	3979	5/16/2022
VEN006390	Ecolab Pest	APP092849	5/17/2022	640023343	GP INDOOR-BLDG MAINT	Pest Control GPEC	442.95		
VEN006898	Supply Warehouse Inc	APP092851	5/17/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	133.10		
VEN001637	Ray's Trash Service	APP092853	5/17/2022	640023349	GP INDOOR-SERVICES	Trash	360.55		
VEN005590	Filter Services of Indiana	APP092854	5/17/2022	640023343	GP INDOOR-BLDG MAINT	GPEC air filters	134.23		
VEN006898	Supply Warehouse Inc	APP092857	5/17/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	523.51		
VEN008257	Ferguson Facilities Supply	APP092858	5/17/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	44.16		
	Subtotal for Sport Campus Indoor Event Ctr						**12,606.88**		
Subtotal for Fund 640 Sports Campus Operating							**150,528.83**		
Fund No.	**Fund Name**								
701	**Payroll**								
	Clerk Treasurer								
VEN002020	United Healthcare	APP092468	5/4/2022	701008930	PAYROLL-INS. DED	May Ins	15,728.87	700001237	5/4/2022
VEN000534	Delta Dental	APP092472	5/4/2022	701008930	PAYROLL-INS. DED	May Dental Ins	4,743.71	17943	5/4/2022
VEN010036	VSP Insurance	APP092476	5/4/2022	701008930	PAYROLL-INS. DED	May Vision Ins	70.72	17945	5/4/2022
VEN004479	Symetra Life Insurance	APP092480	5/4/2022	701008930	PAYROLL-INS. DED	May Ins	2,069.55	17944	5/4/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
701	**Payroll**								
	Clerk Treasurer								
VEN000058	AFLAC	APP092481	5/4/2022	701008930	PAYROLL-INS. DED	April Ins	5,496.86	17941	5/4/2022
VEN005722	Aflac Premium Holding	APP092482	5/4/2022	701008930	PAYROLL-INS. DED	May Ins	3,046.65	17942	5/4/2022
VEN002177	Indiana Members Credit Union	APP092534	5/6/2022	701008930	PAYROLL-INS. DED	Emplr HSA	500.00	17946	5/6/2022
VEN000163	Aul Retirement	APP092566	5/9/2022	701008931	PAYROLL-401A MATCHING-	Retirement	1,240.00	700001238	5/9/2022
VEN001537	Payroll	APP092586	5/9/2022	701008110	PAYROLL-NET SALARIES	net	499,661.90	700001242	5/9/2022
VEN000920	Huntington National Bank	APP092606	5/9/2022	701008131	PAYROLL-EMPLOYER'S FIC	FICA	42,775.01	700001240	5/9/2022
VEN000920	Huntington National Bank	APP092606	5/9/2022	701008132	PAYROLL-EMPLOYER'S ME	Medicare	10,003.83	700001240	5/9/2022
VEN000920	Huntington National Bank	APP092606	5/9/2022	701008921	PAYROLL-FEDERAL WITHH	Federal	64,104.73	700001240	5/9/2022
VEN000920	Huntington National Bank	APP092606	5/9/2022	701008922	PAYROLL-EMPLOYEE FICA	FICA	42,775.05	700001240	5/9/2022
VEN000920	Huntington National Bank	APP092606	5/9/2022	701008922	PAYROLL-EMPLOYEE FICA	Medicare	10,003.80	700001240	5/9/2022
VEN000959	Indiana Dept Of Revenue	APP092607	5/9/2022	701008923	PAYROLL-STATE WITHHOL	State	20,756.65	700001241	5/9/2022
VEN000959	Indiana Dept Of Revenue	APP092607	5/9/2022	701008923	PAYROLL-STATE WITHHOL	COIT	8,857.55	700001241	5/9/2022
VEN000703	Fire Fighters Credit Union	APP092623	5/10/2022	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,111.68	17947	5/10/2022
VEN000703	Fire Fighters Credit Union	APP092624	5/10/2022	701008141	PAYROLL-UNION DUES	Union Dues WFD	79.00	17948	5/10/2022
VEN000948	IN Family and Social Services	APP092625	5/10/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,706.00	700001244	5/10/2022
VEN001390	MiSDU	APP092626	5/10/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17950	5/10/2022
VEN010216	John Hauber Trustee	APP092627	5/10/2022	701008142	PAYROLL-GARNISHMENT	Garnishment	277.00	17949	5/10/2022
VEN001864	Supporting Heroes	APP092628	5/10/2022	701008991	PAYROLL-MISC	Supporting Heroes	88.54	17952	5/10/2022
VEN004836	Nationwide Retirement Solutions	APP092629	5/10/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	4,787.08	17951	5/10/2022
VEN000163	Aul Retirement	APP092631	5/10/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	30,626.15	700001243	5/10/2022
VEN000008	77 Police and Fire Fund	APP092714	5/13/2022	701008133	PAYROLL-PERF	Non Civilian PERF	78,159.79		
VEN001550	PERF	APP092715	5/13/2022	701008133	PAYROLL-PERF	Civilian PERF	48,132.29		
VEN000058	AFLAC	APP092723	5/13/2022	701008930	PAYROLL-INS. DED	May 2022 Disability Ins	5,496.86	17953	5/13/2022
	Subtotal for Clerk Treasurer						**904,742.72**		
Subtotal for Fund 701 Payroll							**904,742.72**		
Fund No.	**Fund Name**								
900	**Stormwater**								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP092522	5/5/2022	101965	PCARD PAYABLE		169.23	500000772	5/5/2022
	Subtotal for Clerk Treasurer						**169.23**		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
900	Stormwater										
	Stormwater										
		VEN002020	United Healthcare	APP092466	5/4/2022	900016119	STORM-HEALTH/DENTAL	May Medical Ins	10,433.11	900000286	5/4/2022
		VEN000534	Delta Dental	APP092471	5/4/2022	900016119	STORM-HEALTH/DENTAL	May Dental Ins	456.16	41777	5/4/2022
		VEN010036	VSP Insurance	APP092475	5/4/2022	900016119	STORM-HEALTH/DENTAL	May Vision Ins	101.36	41779	5/4/2022
		VEN004479	Symetra Life Insurance	APP092479	5/4/2022	900016119	STORM-HEALTH/DENTAL	May Ins	19.50	41778	5/4/2022
		VEN010270	Richard and Lori Watson	APP092488	5/4/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	5,760.22	41780	5/4/2022
		VEN000849	Hamilton County Treasurer	APP092496	5/4/2022	900016349	STORM-SERVICE	GP Ditch Assessments	8,153.98	41790	5/4/2022
		VEN001537	Payroll	APP092587	5/9/2022	900016111	STORM-SALARY	net sal	18,062.00	900000287	5/9/2022
		VEN001537	Payroll	APP092587	5/9/2022	900016120	STORM-FICA/MEDICARE	fica	1,069.33	900000287	5/9/2022
		VEN001537	Payroll	APP092587	5/9/2022	900016120	STORM-FICA/MEDICARE	med	250.09	900000287	5/9/2022
		VEN001537	Payroll	APP092587	5/9/2022	900016121	STORM-PERF	perf	2,208.82	900000287	5/9/2022
		VEN005581	Newton Oil Company	APP092753	5/16/2022	900016226	STORM-VEHICLE GAS	Unleaded fuel	128.40		
		VEN002193	Christopher Burke	APP092761	5/11/2022	900016349	STORM-SERVICE	Stormwater Utility Update	15,326.25		
		VEN010294	Jessica Snyder	APP092768	5/16/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	12.00		
		VEN010204	Springmill Shoppes LLC	APP092769	5/16/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	12.85		
		VEN000608	Eco-Infrastucture Solution	APP092818	5/16/2022	900016349	STORM-SERVICE	cool creek svs	650.00		
		VEN002424	IUPPS	APP092819	5/16/2022	900016309	STORM-CONSULTING FEES	April tickets	1,486.75		
		VEN010281	American Homes 4 Rent Properties Ten	APP092820	5/16/2022	900016370	STORMWATER-REFUND		11.52		
		VEN010282	Joseph Oneill	APP092821	5/16/2022	900016370	STORMWATER-REFUND		10.70		
		VEN010283	Mary Myers	APP092822	5/16/2022	900016370	STORMWATER-REFUND		22.22		
		VEN010285	Timothy Mally	APP092823	5/17/2022	900016370	STORMWATER-REFUND		11.52		
		VEN010284	Susan Hughes	APP092824	5/17/2022	900016370	STORMWATER-REFUND		11.11		
		VEN010286	Susan Mishel	APP092825	5/17/2022	900016370	STORMWATER-REFUND		11.66		
		VEN010288	Michael Drummy	APP092826	5/17/2022	900016370	STORMWATER-REFUND		10.56		
		VEN010287	Sarabeth and Steve Corbett	APP092827	5/17/2022	900016370	STORMWATER-REFUND		11.38		
		VEN010289	Marion Elliott	APP092828	5/17/2022	900016370	STORMWATER-REFUND		10.42		
		VEN010290	Al Meletti	APP092829	5/17/2022	900016370	STORMWATER-REFUND		11.52		
		VEN010291	Joseph Rosetti	APP092830	5/17/2022	900016370	STORMWATER-REFUND		6.42		
		VEN010293	Gaurav Malhotra	APP092831	5/17/2022	900016370	STORMWATER-REFUND		8.49		
		VEN010292	Joan Walker	APP092832	5/17/2022	900016370	STORMWATER-REFUND		11.09		
		VEN007544	Adam Zosso	APP092833	5/17/2022	900016370	STORMWATER-REFUND		11.52		
		VEN008070	Amanda Evans	APP092834	5/17/2022	900016370	STORMWATER-REFUND		18.07		
		VEN010295	Andrew Wolfe	APP092835	5/17/2022	900016370	STORMWATER-REFUND		11.93		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
900	**Stormwater**								
	Stormwater								
VEN010296	Ariel and Travis Jefferson	APP092836	5/17/2022	900016370	STORMWATER-REFUND		10.97		
VEN010297	Krysten Halcomb	APP092837	5/17/2022	900016370	STORMWATER-REFUND		11.93		
VEN010298	Jodi Eagles	APP092838	5/17/2022	900016370	STORMWATER-REFUND		10.70		
VEN010299	Jerry C Kincaid	APP092839	5/17/2022	900016370	STORMWATER-REFUND		11.66		
VEN010299	Jerry C Kincaid	APP092839	5/17/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	76.64		
VEN010300	Brian Anderson	APP092840	5/17/2022	900016370	STORMWATER-REFUND		11.79		
VEN010302	Haley Sardelli	APP092841	5/17/2022	900016370	STORMWATER-REFUND		10.82		
VEN010303	Nick Schumacher	APP092842	5/17/2022	900016370	STORMWATER-REFUND		10.97		
VEN010304	Zachary Keen	APP092843	5/17/2022	900016370	STORMWATER-REFUND		11.38		
VEN010304	Zachary Keen	APP092843	5/17/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	5.28		
VEN010305	Elizabeth Davis	APP092844	5/17/2022	900016370	STORMWATER-REFUND		10.56		
VEN010306	Subramania Siva Palanivel Swaninathan	APP092845	5/17/2022	900016370	STORMWATER-REFUND		0.56		
VEN010307	Opendoor Property Trust I	APP092846	5/17/2022	900016370	STORMWATER-REFUND		5.09		
VEN010307	Opendoor Property Trust I	APP092846	5/17/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	2.51		
VEN010301	Chelsea Lawrence	APP092847	5/17/2022	900016370	STORMWATER-REFUND		11.93		
VEN010301	Chelsea Lawrence	APP092847	5/17/2022	900016370	STORMWATER-REFUND	OVER PAYMENT	52.74		
Subtotal for Stormwater							**64,576.48**		
Subtotal for Fund 900 Stormwater							**64,745.71**		
Fund No.	**Fund Name**								
950	**Trash**								
	Trash								
VEN008448	Springbrook Holding LLC	APP092645	5/11/2022	950017371	TRASH-CREDIT CARD PRO	CivicPay fees	1,599.00		
VEN010281	American Homes 4 Rent Properties Ten	APP092820	5/16/2022	950017370	TRASH-REFUND		2.77		
VEN010281	American Homes 4 Rent Properties Ten	APP092820	5/16/2022	950017370	TRASH-REFUND		34.39		
VEN010282	Joseph Oneill	APP092821	5/16/2022	950017370	TRASH-REFUND		2.57		
VEN010282	Joseph Oneill	APP092821	5/16/2022	950017370	TRASH-REFUND		31.94		
VEN010283	Mary Myers	APP092822	5/16/2022	950017370	TRASH-REFUND		5.34		
VEN010283	Mary Myers	APP092822	5/16/2022	950017370	TRASH-REFUND		66.33		
VEN010285	Timothy Mally	APP092823	5/17/2022	950017370	TRASH-REFUND		2.77		
VEN010285	Timothy Mally	APP092823	5/17/2022	950017370	TRASH-REFUND		34.39		
VEN010284	Susan Hughes	APP092824	5/17/2022	950017370	TRASH-REFUND		2.67		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
950	**Trash**								
	Trash								
VEN010284	Susan Hughes	APP092824	5/17/2022	950017370	TRASH-REFUND		33.17		
VEN010286	Susan Mishel	APP092825	5/17/2022	950017370	TRASH-REFUND		2.80		
VEN010286	Susan Mishel	APP092825	5/17/2022	950017370	TRASH-REFUND		34.80		
VEN010288	Michael Drummy	APP092826	5/17/2022	950017370	TRASH-REFUND		2.54		
VEN010288	Michael Drummy	APP092826	5/17/2022	950017370	TRASH-REFUND		31.53		
VEN010287	Sarabeth and Steve Corbett	APP092827	5/17/2022	950017370	TRASH-REFUND		2.74		
VEN010287	Sarabeth and Steve Corbett	APP092827	5/17/2022	950017370	TRASH-REFUND		33.98		
VEN010289	Marion Elliott	APP092828	5/17/2022	950017370	TRASH-REFUND		2.51		
VEN010289	Marion Elliott	APP092828	5/17/2022	950017370	TRASH-REFUND		31.12		
VEN010290	Al Meletti	APP092829	5/17/2022	950017370	TRASH-REFUND		2.77		
VEN010290	Al Meletti	APP092829	5/17/2022	950017370	TRASH-REFUND		34.39		
VEN010291	Joseph Rosetti	APP092830	5/17/2022	950017370	TRASH-REFUND		2.47		
VEN010291	Joseph Rosetti	APP092830	5/17/2022	950017370	TRASH-REFUND		18.22		
VEN010293	Gaurav Malhotra	APP092831	5/17/2022	950017370	TRASH-REFUND		2.34		
VEN010293	Gaurav Malhotra	APP092831	5/17/2022	950017370	TRASH-REFUND		25.04		
VEN010292	Joan Walker	APP092832	5/17/2022	950017370	TRASH-REFUND		2.67		
VEN010292	Joan Walker	APP092832	5/17/2022	950017370	TRASH-REFUND		33.12		
VEN007544	Adam Zosso	APP092833	5/17/2022	950017370	TRASH-REFUND		2.77		
VEN007544	Adam Zosso	APP092833	5/17/2022	950017370	TRASH-REFUND		34.39		
VEN008070	Amanda Evans	APP092834	5/17/2022	950017370	TRASH-REFUND		5.04		
VEN008070	Amanda Evans	APP092834	5/17/2022	950017370	TRASH-REFUND		53.29		
VEN010295	Andrew Wolfe	APP092835	5/17/2022	950017370	TRASH-REFUND		2.87		
VEN010295	Andrew Wolfe	APP092835	5/17/2022	950017370	TRASH-REFUND		35.62		
VEN010296	Ariel and Travis Jefferson	APP092836	5/17/2022	950017370	TRASH-REFUND		2.64		
VEN010296	Ariel and Travis Jefferson	APP092836	5/17/2022	950017370	TRASH-REFUND		32.76		
VEN010297	Krysten Halcomb	APP092837	5/17/2022	950017370	TRASH-REFUND		2.87		
VEN010297	Krysten Halcomb	APP092837	5/17/2022	950017370	TRASH-REFUND		35.62		
VEN010298	Jodi Eagles	APP092838	5/17/2022	950017370	TRASH-REFUND		2.57		
VEN010298	Jodi Eagles	APP092838	5/17/2022	950017370	TRASH-REFUND		31.94		
VEN010299	Jerry C Kincaid	APP092839	5/17/2022	950017370	TRASH-REFUND		2.80		
VEN010299	Jerry C Kincaid	APP092839	5/17/2022	950017370	TRASH-REFUND		34.80		
VEN010300	Brian Anderson	APP092840	5/17/2022	950017370	TRASH-REFUND		2.84		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
950	**Trash**								
	Trash								
VEN010300	Brian Anderson	APP092840	5/17/2022	950017370	TRASH-REFUND		35.21		
VEN010302	Haley Sardelli	APP092841	5/17/2022	950017370	TRASH-REFUND		2.60		
VEN010302	Haley Sardelli	APP092841	5/17/2022	950017370	TRASH-REFUND		32.29		
VEN010303	Nick Schumacher	APP092842	5/17/2022	950017370	TRASH-REFUND		2.64		
VEN010303	Nick Schumacher	APP092842	5/17/2022	950017370	TRASH-REFUND		32.76		
VEN010304	Zachary Keen	APP092843	5/17/2022	950017370	TRASH-REFUND		2.74		
VEN010304	Zachary Keen	APP092843	5/17/2022	950017370	TRASH-REFUND		33.98		
VEN010305	Elizabeth Davis	APP092844	5/17/2022	950017370	TRASH-REFUND		2.54		
VEN010305	Elizabeth Davis	APP092844	5/17/2022	950017370	TRASH-REFUND		31.53		
VEN010306	Subramania Siva Palanivel Swaninathan	APP092845	5/17/2022	950017370	TRASH-REFUND		2.54		
VEN010306	Subramania Siva Palanivel Swaninathan	APP092845	5/17/2022	950017370	TRASH-REFUND		11.53		
VEN010307	Opendoor Property Trust I	APP092846	5/17/2022	950017370	TRASH-REFUND		1.23		
VEN010307	Opendoor Property Trust I	APP092846	5/17/2022	950017370	TRASH-REFUND		15.19		
VEN010301	Chelsea Lawrence	APP092847	5/17/2022	950017370	TRASH-REFUND		2.87		
VEN010301	Chelsea Lawrence	APP092847	5/17/2022	950017370	TRASH-REFUND		35.61		
Subtotal for Trash							**2,606.46**		
Subtotal for Fund 950 Trash							**2,606.46**		
Posted Invoices Total							**3,215,682.46**		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	**Fund Name**						
201	**Motor Vehicle Highway (MVH)**						
	Public Works						
VEN000223	Best Equipment Co Inc	ACP002412	5/16/2022	201013345	MVH-Equip Repair	MVH-Equip Repair	471.09
Subtotal for							**471.09**
Subtotal by Fund 201 Motor Vehicle Highway (MVH)							**471.09**

Report Date Range:

Credit Memos

Fund No.	Fund Name	Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
640	Sports Campus Operating								
	Sport Campus Indoor Event Ctr								
		VEN003734	Target Solutions Learning	ACP002409	5/10/2022	640023334	GP Indoor-Travel/Training	GP Indoor-Travel/Training	327.73
	Subtotal for								**327.73**
Subtotal by Fund 640 Sports Campus Operating									**327.73**
Credit Memo Total									**798.82**

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
CITY OF WESTFIELD
Concerning
SR 32 BRIDGE OVER COOL CREEK

Contract #_____

This Interlocal Agreement ("**Agreement**") is made by and between the Indiana Department of Transportation (hereinafter referred to as "**INDOT**"), and the City of Westfield, through the Westfield Common Council, (hereinafter referred to as "**CITY**"), collectively referred to as the "Parties", is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, INDOT has a programmed project under Des. No. 1600896 to replace Bridge #32-29-10659 on State Road 32 ("**SR 32**") over Cool Creek (the "**Bridge**") in Westfield, Indiana (the "**Project**"); and

WHEREAS, the CITY has requested that INDOT extend the length of the Bridge to accommodate for installation of a future trail underneath the Bridge as part of INDOT's Project (the "**Bridge Extension**"); and

WHEREAS, the CITY shall be financially responsible for cost of the Bridge Extension; and

WHEREAS, INDOT has agreed to include the Bridge Extension as part of its Project, as shown in **Exhibit A**, attached hereto and herein incorporated by reference; and

WHEREAS, the CITY has agreed to pay INDOT for the cost of the Bridge Extension which is currently estimated to be approximately **$400,000.00**; and

WHEREAS, it is in the mutual interest for the convenience and safety of the traveling public for the Parties to cooperate regarding construction of the Bridge Extension;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

I. SPECIFIC PROVISIONS

1.1. **Project Description**. The Project shall include preliminary engineering, construction, and inspection of the Bridge, as shown in **Exhibit A**.

1.2. **CITY's Responsibilities.**

1.2.1. **Financial Responsibilities.** The CITY shall be responsible for the costs of the Bridge Extension, which is currently estimated to be **$400,000.00**.

1.2.2. **Project Responsibilities.** The CITY shall cooperate with INDOT as needed to ensure successful completion of the Bridge Extension as part of INDOT's Project.

1.3. **INDOT'S Responsibilities.**

1.3.1. **Financial Responsibilities**. INDOT shall be responsible for the costs of the preliminary engineering, construction, and construction inspection for the Project in an amount not to exceed **$1,410,638.87**. INDOT shall be responsible for all change orders, except for those for additional expenses for enhancements requested by the CITY that were not within the original Project scope.

1.3.2. **Project Responsibilities**.

1.3.2.1. INDOT will complete all work necessary to prepare the Project for letting, including all preliminary engineering, design, utility relocation, permitting, and environmental work. INDOT will let and award the Project for construction through its usual processes.

1.3.2.2. INDOT will manage, administer, and inspect the Project in accordance with applicable laws and INDOT policies, procedures and specifications.

1.4. **Payment of Project Costs.**

1.4.1. **Funding Contribution from the CITY.** The CITY shall make a one-time lump sum payment in the amount of **$400,000.00** to INDOT thirty (30) days after letting but prior to the issuance of the Notice to Proceed. Any additional expenses for enhancements that are requested by the CITY and were not within the original Project scope shall be the sole responsibility of the CITY. The CITY shall remit payment to INDOT within thirty (30) days of receipt of the invoice from INDOT for any additional expenses for enhancements outside the original Project scope.

1.4.2. **Funding Contribution from INDOT.** INDOT agrees to contribute toward the costs of the Project in an amount up to and including **$1,410,638.87**. INDOT shall be responsible for any and all change orders, except for those costs for enhancements requested by the CITY not within the original Project scope.

Nothing in this Agreement shall be deemed to restrict INDOT's ability to manage available funding sources in providing funds for the Project.

1.5. **Duration and Renewal of Agreement**. The term of this Agreement shall be from the date upon which the Agreement is approved by the Office of the Indiana Attorney General through December 31, 2023, or completion of final audit of the Project by INDOT, whichever occurs first. This Agreement may be renewed or extended under the same terms and conditions subject to the approval of all signing Parties.

1.6. **Public Statements or Disclosures.** The Parties shall consult with each other and must agree as to the timing, content, and form before issuing any press release or other public statements or disclosures related to the Project or this Agreement. However, this Section does not prohibit either of the Parties from making a public statement or disclosure regarding this Agreement or the Project if, in the opinion of a Party's legal counsel, such a disclosure is required by law, including but not limited to Indiana's Access to Public Records Act (IC 5-14-3), legal process or directive of a regulatory authority having jurisdiction over either Party.

1.7. **Interpretation.** The Recitals recorded above are incorporated by reference into this Agreement.

II. GENERAL PROVISIONS

2.1. **Access to Records**. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized designees. Copies shall be furnished at no cost to INDOT if requested.

2.2. **Audit.** The CITY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq*. and audit guidelines specified by the State. The State consider the CITY to be a "Contractor" under 2 CFR 200.331 for purposes of this Agreement. However, if it is determined that the CITY is a "subrecipient" and if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements), CITY shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 *et. seq*.

2.3. **Authority to Bind CITY**. The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY, and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the CITY when his/her signature is affixed and accepted by the State.

2.4. **Certification for Federal-aid Contracts Lobbying Activities**. The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

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

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

2.5. Compliance with Laws.

A. The CITY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq*., IC §4-2-7, *et seq*. and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

(1) The CITY and any principals of the CITY certify that:

(A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of:

i. IC §24-4.7 [Telephone Solicitation Of Consumers];

ii. IC §24-5-12 [Telephone Solicitations]; or

iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.6. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CITY.

B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The CITY shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

2.7. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of $25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel

action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.8. Employment Eligibility Verification.

The CITY affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The CITY further agrees that:

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

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

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

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

2.9. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.10. Funding Cancellation Clause. As required by the Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State

Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.11. Governing Laws. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.12. Indemnification. The CITY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, and its officials and employees from any liability due to loss, damage, injuries, or other causalities of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

2.13. Merger & Modification. This Agreement constitutes the entire Agreement between the PARTIES. No understandings, Agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written Agreement signed by all necessary Parties.

2.14. Non-Discrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, where applicable, the CITY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The CITY agrees that if the CITY employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

C. During the performance of this Agreement, the CITY, for itself, its assignees and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CITY shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CITY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class U.S. mail service to the following addresses, unless otherwise specifically advised:

A. For INDOT:
Capital Program Management Director
INDOT Greenfield District
23 South Broadway Street
Greenfield, IN 46140

With Copy To:
Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

B. For CITY:
Jeremy Lollar
Director of Public Works
2278 East 171st Street
Westfield, IN 46074
Email: Jlollar@westfield.in.gov
Phone: 317-804-3195

2.16. Payment.

All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CITY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

2.17. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, IC 34-54-8, IC 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.18. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.19. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

2.20. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

2.21. General. This Agreement represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 2.20 and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the CITY without the prior written consent of INDOT. This Agreement will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

CITY OF WESTFIELD, INDIANA
COMMON COUNCIL

_____
By: Mike Johns, President

_____
By: Joe Edwards, Vice President

_____
By: Scott Willis, Member

_____
By: Jake Gilbert, Member

_____
By: Troy Patton, Member

_____
By: Cindy Spoljaric, Member

_____
By: Scott Frei, Member

Members of the Common Council
City of Westfield, Indiana

Date:_____

ATTEST:

_____
By: Cindy J. Gossard, Clerk-Treasurer

Date: _____

STATE OF INDIANA
Indiana Department of Transportation
Recommended for approval by:

_____
Clark W. Packer
Greenfield District Deputy Commissioner
Indiana Department of Transportation

Date: _____

Executed By:

_____(for)
Michael Smith, Commissioner
Indiana Department of Transportation

Date: _____

APPROVALS

STATE OF INDIANA
State Budget Agency

By:_____(FOR)
Zachary Q. Jackson, Director

Date: _____

STATE OF INDIANA
Department of Administration

By:_____(FOR)
Rebecca Holwerda, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____(FOR)
Theodore E. Rokita
Attorney General of Indiana

Date : _____

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

_____
Marjorie A. Millman, Attorney No. 21748-36

ORDINANCE NUMBER 22-10

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

"Osborne Trails PUD – Amendment V"

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

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

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance No. 16-44 (the "Osborne Trails PUD Ordinance"), on February 27, 2017, and amended by (i) Ordinance 17-21, enacted by the City Council on August 14, 2017, and (ii) Ordinance 20-29, enacted by the City Council on October 12, 2020, and (iii) Ordinance 21-23, enacted by the City Council on May 24, 2021, and (iv) Ordinance 21-60, enacted by the City Council on January 24, 2022 (collectively, the "Osborne Trials PUD");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 2204-PUD-07**), requesting an amendment to the UDO and the Osborne Trails 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**. **2204-PUD-07** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **Favorable Recommendation** (8-0 vote) 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 16, 2022; 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 UDO and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

1.1 Development of the Real Estate as identified in **Exhibit A** shall be governed, in the following order, by (i) the provisions of this Ordinance and its exhibits, and (ii) the Osborne Trials PUD, and (iii) the provisions of the 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 or the Osborne Trails PUD.

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

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

1.4 Notwithstanding the above provisions of this Section, the Real Estate may be developed in conformance with this Osborne Trails PUD Amendment V or in compliance with the Osborne Trials PUD.

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

2.1 The Real Estate shall be developed in substantial compliance with the street network and open space configuration illustrated on the Concept Plan.

Section 3. Underlying Zoning District. The Underlying Zoning District shall be the SF4 Residential District.

Section 4. Permitted Uses. The permitted uses shall be all uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be as set forth below.

4.1 All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted.

4.2 Special Exceptions and Prohibited Uses of the Underlying Zoning District shall be prohibited.

4.3 The total number of Dwellings permitted on the Real Estate shall not exceed one-hundred and eight (108) Single-family Dwellings.

4.4 Developer shall comply with all requirements of 24 CFR part 100, subpart E and The Housing for Older Persons Act of 1995 (Pub.L. 104-76, 109 Stat. 787, approved December 28, 1995) ("HOPA"), as they may be amended, to qualify the Dwellings in the District as "housing intended and operated for occupancy by persons 55 years of age or older", as such phrase is defined in Section 2 of HOPA,

in order to exempt Developer and future owners of the Dwellings from The Fair Housing Act's (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619) (the "Act") prohibition against discrimination because of familial status.

4.5 The provisions of this Section 4.5 shall be enforced by the Association by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder. The development of Single Family Dwellings in the District is intended to provide housing primarily for persons 55 years of age or older. The District shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than ninety (90) days in any consecutive twelve (12) month period. Each Dwelling Unit, if occupied, shall be occupied by at least one (1) individual 55 years of age of older; provided, however, that once a Dwelling Unit is occupied by an Age-Qualified Occupant, other Qualified Residents as the same is defined by HOPA of that Dwelling Unit may continue to occupy the Dwelling Unit, regardless of the termination of the Age-Qualified Occupant's occupancy, Notwithstanding the above, at all times, at least eighty percent (80%) of the Dwelling Units within the District shall be occupied by at least one (l) individual 55 years of age or older. An "Association" (established by the Owner(s) of the District) shall establish, and may amend or revise, policies and procedures, from time to time, as necessary to maintain its status as an age restricted community under state or federal law. For the purposes of applying this section the District shall include Area C of the Osborne Trials PUD and the real estate included in Ordinance 21-23.

Section 5. **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.

5.1 Article 4.7 shall apply to the Real Estate except as modified below:

A.	Minimum Lot Area	5,850 square feet
B.	Minimum Lot Frontage	35’
C.	Minimum Building Setback Lines	
	i. Front Yard	21’
	ii. Side Yard	5’
	iii. Rear Yard	20’
D.	Minimum Lot Width	45’
E.	Maximum Building Height	2 ½ stories
F.	Minimum Living Area (total):	
	Single-story	1,200 square feet
	Two-story	1,800 square feet

Section 6. **Development Standards.** The standards of Chapter 6: Development Standards shall apply to the development of the District.

6.1 Article 6.3 Architectural Standards: Shall apply to all dwellings, except as modified below:

A. Character Exhibit: The Character Exhibit, attached hereto as **Exhibit C**, is hereby incorporated as a compilation of images designed to capture the intended architecture of Dwellings. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture of Dwellings.

B. Building Materials: Vinyl siding shall be prohibited as an exterior siding material.

C. Exterior Trim Materials: Wood, fiber cement or equivalent trim shall be used for corners, frieze boards, window wraps, door wraps, and as a transitional material between two different exterior materials, provided, however, trim shall not be required for windows, doors, corners, and the like that are surrounded by Masonry Materials; and provided further, that if windows have shutters, then such windows shall not require a trim wrap. Required trim shall be a minimum of five and one-half inches (5-1/2") wide.

D. Windows: All homes shall have a minimum of one (1) window on all four (4) sides of the home, except the garage side of a ranch style home may have no windows provided the other three (3) elevations have a minimum of nine (9) windows total. For the purposes of this calculation, a twin window shall be counted as two (2) windows.

E. Minimum Overhangs: All homes shall have a minimum of 8" roof overhangs.

F. Roof Pitches: The minimum roof pitch for the main roof of a home shall be 6/12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles.

G. Shingles: All homes shall have dimensional or architectural grade shingles.

H. Garages: All homes must have at least a 2-car attached garage and meet the following requirements:

i. For front loading garages, the garage door total width may not exceed fifty percent (50%) of the linear footage of the front elevation of the home.
ii. Two (2) dusk-to-dawn coach lights shall be provided on all garages.
iii. If a home has a third car garage, the third car bay shall be offset by a minimum of two (2) feet.

iv. Garage elevations shall include a variety of design elements to vary the appearance of the garage façade. Design elements include the garage door, garage door windows and/or hardware, garage door header, roof gable brackets, multiple building materials, gable accent windows and gable decorative louver. All homes shall have decorative garage doors with windows and be painted a color to match the dominant exterior material or a color to accent the dominant exterior material.

I. Side Building Facades with Gable: All Dwellings (i) on Corner Lots (side facing a street) or (ii) with a side lot line abutting a Common Area (side facing the common area) which have a gable end on the side Building Façade shall incorporate a minimum of one of the following elements on the side Building Façade. A variety of the following elements should be used and the incorporated element(s) should be consistent with elements on the front Building Façade:

i. A masonry material a minimum of thirty-six (36) inches tall;
ii. A change in the exterior color separated by trim;
iii. A change in the Exterior Material pattern separated by trim;
iv. A change in the Exterior Material separated by trim;
v. A gable end architectural detail (e.g., brackets, louvers, pediment, corbel, decorative window detail created with shutters, etc.)
vi. A minimum of ten (10) square foot gable window;
vii. A gable peak with a change in Exterior Material; or
viii. A projecting chimney running the fill height of the side Building Façade constructed with Masonry Material.

6.2 Article 6.8 Landscaping Standards: Shall apply, except as modified or enhanced below.

A. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified below;

i. A minimum of ten (10) shrubs will be provided at the foundation of the home in the front yard.

ii. Front yards must be planted with sod and side and rear yards may be either seeded or sodded. For corner lots, sod must be planted in both "front" yards.

B. External Street Frontage Landscaping Requirements: Article 6.8(M) shall apply except as modified below:

i. A black "4-board" fence shall be provided along a minimum of sixty-five percent (65%) of the Street Frontage Planting Area of

Horton Road and 191st/193rd Street.

ii. The minimum mound height along the external street frontage shall be increased from three (3) feet to six (6) feet. Exceptions to the six (6) foot requirement are permitted subject to easement, utilities and final site engineering.

iii. The minimum external street frontage landscape width shall be fifty (50) feet. Up to fifteen (15) feet of landscape area width may include individual lot area and internal right-of-way provided the required landscaping is provided.

C. Buffer Yard Requirements: Article 6.8(N) shall apply.

D. Tree Preservation: The existing vegetation and Natural Areas, labeled as "Tree Preservation Area" on the Concept Plan, where preserved shall be placed in a tree preservation easement. Within this tree preservation easement, no trees with a diameter at breast height ("DBH") of four inches (4") or more (the "Protected Trees") shall be removed unless the tree is damaged, diseased, dead, or is to be removed in order to: (1) comply with requirements of any governmental agency; or (2) to accommodate the installation of drainage, utilities, street connections or other infrastructure. If a Protected Tree is damaged or otherwise removed by the developer or builder, except as permitted to be removed as listed above, then the developer or builder shall reestablish the Protected Tree with a tree or trees of combined equal or greater DBH subject to the availability of space for their healthy growth in the tree preservation area as determined by the Director. Additionally, all protected woodlands shall have proper signage to dictate preserved areas every one-hundred and fifty (150) feet.

Section 7. **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 8. **Design Standards.** The standards of Chapter 8: Design Standards shall apply to the development of the District, except as otherwise modified below.

8.1 Open Space and Amenity Standards: Shall apply except as otherwise modified or enhanced below.

A. Minimum Open Space: Open Space area shall be a minimum of fifteen (15) percent and as generally shown on the Concept Plan.

B. Amenities: The following amenities shall include, but shall not be limited to the following:

i. Passive Amenities: Open space including trails shall be provided for passive recreation opportunities in substantial compliance with the trail locations illustrated on the Concept Plan. The final locations are subject to existing easements and final engineering. If trails are prevented from being installed as shown, then alternative trail locations may be approved by the Director that still provide comparable access and connectivity to the District's Open Space.

ii. Osborne Trails Amenities: Section 9(B)(ii) of the Osborne Trials PUD established requirements for Active Amenities (the "Osborne Trails Amenities"). The Real Estate shall be subject to any covenants and restrictions applicable to the Osborne Trails Amenities in order to ensure the enjoyment and shared maintenance costs of the Osborne Trails Amenities by the residents of the Real Estate.

Section 9. **Duration.** Failure to obtain Secondary Plat / Construction Plan approval for the District by January 1, 2028 (unless otherwise extended by the Director) shall automatically void this Ordinance.

Section 10. **Severability.** If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2022.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

_____
Cindy J. Gossard, Clerk-Treasurer

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

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

_____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 22-__

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO Ordinance 22-__

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

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

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

Osborne Trails PUD - Amendment V 6 051722

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

Exhibit C Single Family Dwelling Character Exhibit

EXHIBIT A
REAL ESTATE

(Page 1 of 2 – Legal Description)

Parcel 1:

Part of the West Half of the Northwest Quarter of Section 26, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 26; thence North 89 degrees 43 minutes 52 seconds East (assumed bearing) 1,323.21 feet along the North line of the said Northwest Quarter to the Northeast corner of the West Half of said Northwest Quarter; thence South 00 degrees 10 minutes 08 seconds West 1,261.54 feet along the East line of said West Half; thence North 89 degrees 49 minutes 52 seconds West 69.25 feet; thence South 01 degrees 49 minutes 40 seconds West 89.90 feet; thence South 89 degrees 45 minutes 23 seconds West 901.59 feet; thence North 62 degrees 57 minutes 15 seconds West 227.55 feet; thence north 89 degrees 49 minutes 24 seconds West 146.95 feet; thence North 00 degrees 10 minutes 36 seconds East 1,244.89 feet along the West line of said Northwest Quarter to the Place of Beginning, containing 40.208 acres, more or less.

EXCEPTING OUT:

A part of the Northwest Quarter of Section 26, Township 19 North, Range 3 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows:
Commencing at the Southwest corner of the Northwest Quarter of said Section 26; thence North 00 degrees 10 minutes 36 seconds East (assumed bearing) a distance of 1,39.71 feet along the West line of said Northwest Quarter to the Northwest corner of the 40.011 acre parcel owned by Osborne Trails Developer, LLC as recorded Instrument No. 2017-025934 in the office of the Recorder of Hamilton County, Indiana and the POINT OF BEGINNING of this description; thence North 00 degrees 10 minutes 36 seconds East along said West line, a distance of 11.60 feet; thence North 89 degrees 37 minutes 54 seconds East a distance of 198.78 feet to the point of curvature of curve concave southerly, the radius point of said curve being South 00 degrees 22 minutes 06 seconds East a distance of 860.00 feet from said point; thence easterly along said curve 456.58 feet to the point on said curve, said point being North 30 degrees 03 minutes 02 seconds East a distance of 860.00 feet from the radius point of said curve and being on the North line of said 40.011 acre parcel; thence the next three (3) courses are along the boundary of said 40.011 acre parcel: (1) South 89 degrees 45 minutes 23 seconds West a distance of 285.39 feet; (2) North 62 degrees 57 minutes 15 seconds West a distance of 227.55 feet; (3) North 89 degrees 49 minutes 24 seconds West a distance of 146.95 feet to the West line of said Northwest Quarter and the place of beginning, containing 0.735 acres, more or less.

Parcel 2:

A part of the Northwest Quarter of Section 26, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 26; thence North 89 degrees 46 minutes 30 seconds East (assumed bearing) 1,323.57 feet along the South line of said Northwest Quarter to the Southeast corner of the West Half of said Northwest Quarter; thence North 00 degrees 10 minutes 08 seconds East 1,382.07 feet along the East line of the West Half of said Northwest Quarter to the Northeast corner of the 40.011 acre parcel described in Instrument No. 2017-025934 as recorded in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 49 minutes 52 seconds West 60.00 feet along the North line of said 40.011 acre parcel to the POINT OF BEGINNING of this description; thence South 00 degrees 10 minutes 08 seconds West 269.68 feet to the point of curvature of a curve concave Westerly, the radius point of said curve being North 89 degree 49 minutes 52 seconds West 450.00 feet from said point; thence Southerly along said curve 249.15 feet to the point of tangency of said curve, said point being South 58 degrees 06 minutes 32 seconds East 450.00 feet from the radius point of said curve; thence South 31 degrees 53 minutes 28 seconds West 20.07 feet; thence South 34 degrees 35 minutes 09 seconds West 93.94 feet; thence South 89 degrees 46 minutes 30 seconds West 58.43 feet; thence North 54 degrees 13 minutes 53 seconds West 65.05 feet to a point on a non-tangent curve concave Southwesterly, the radius point of said curve being South 71 degrees 24 minutes 32 seconds West 860.00 feet from said point; thence Northwesterly along said curve 620.78 feet to a point on said curve, said point being North 30 degrees 03 minutes 02 seconds East 860.00 feet from the radius point of said curve; thence North 89 degrees 45 minutes 23 seconds East 616.21 feet; thence North 01 degrees 49 minutes 40 seconds East 89.90 feet; thence South 89 degrees 49 minutes 52 seconds East 9.25 feet to the place of beginning, containing 4.076 acres, more or less.

EXHIBIT A
REAL ESTATE

(Page 2 of 2 - Location Map)

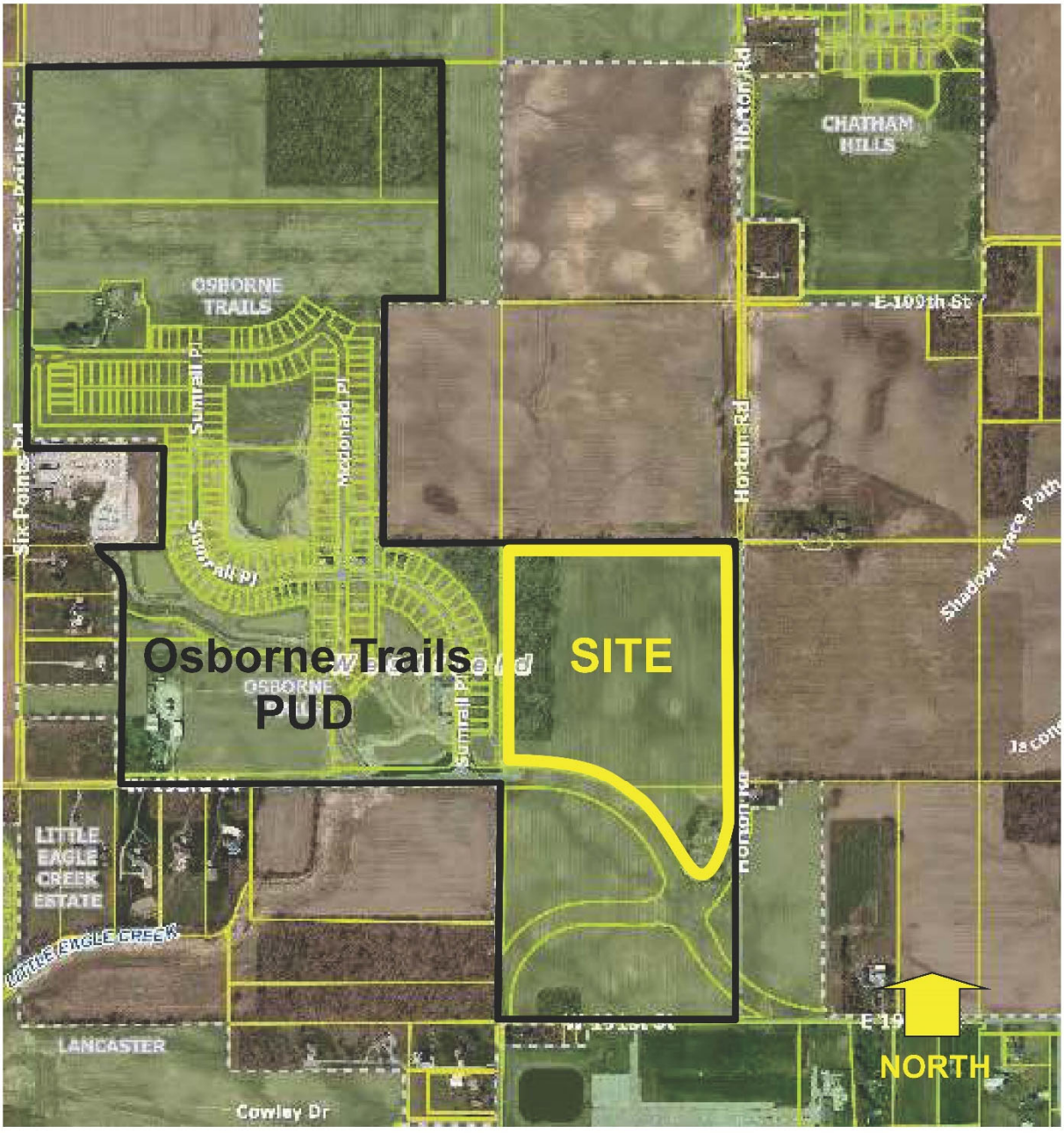
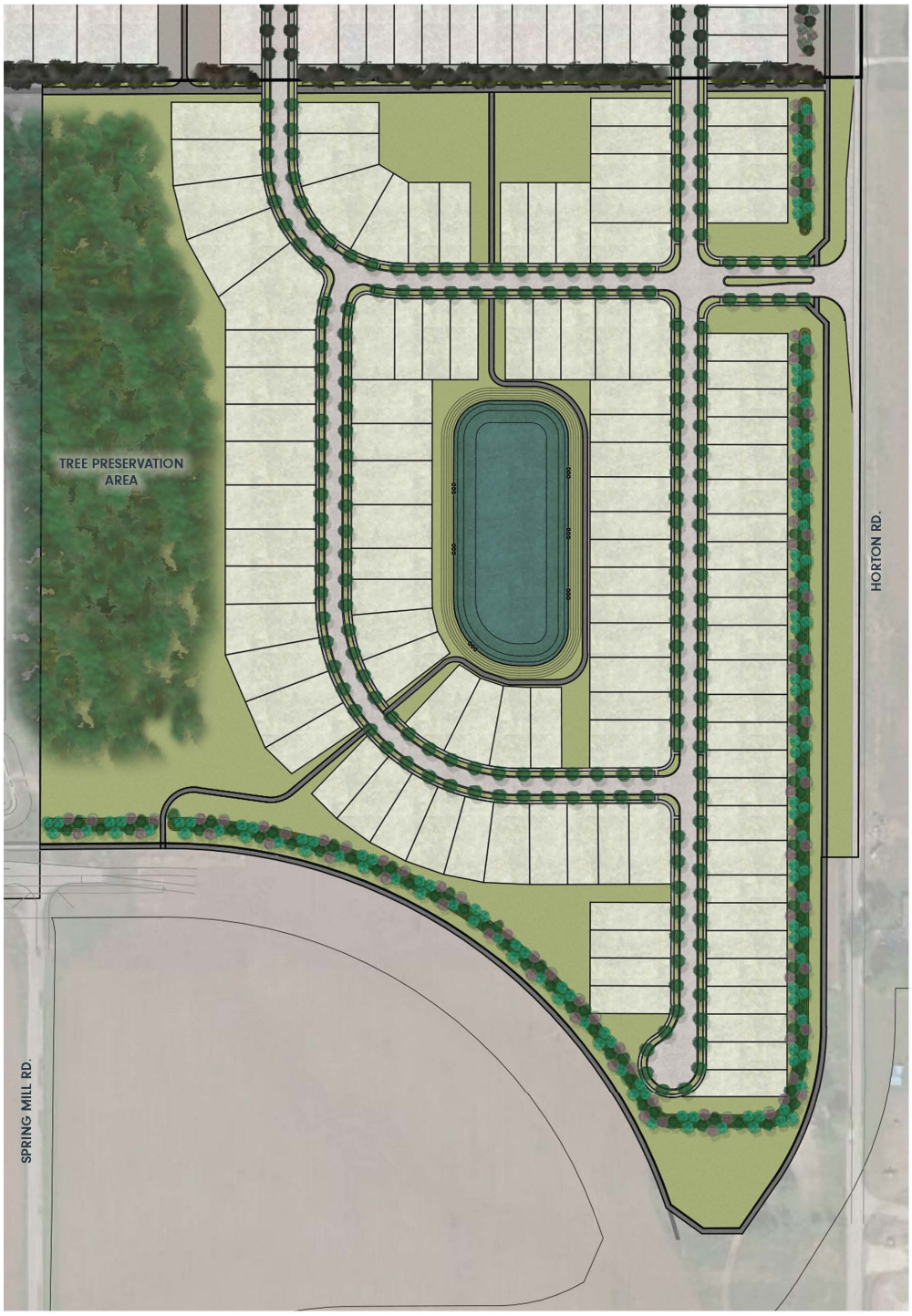


EXHIBIT B

Concept Plan



Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number 2204-PUD-07.

EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT

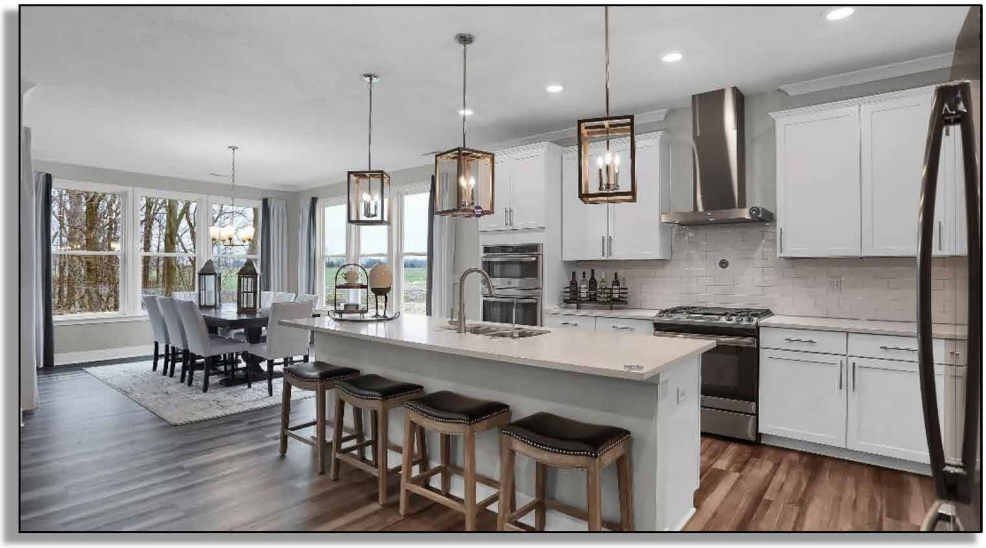
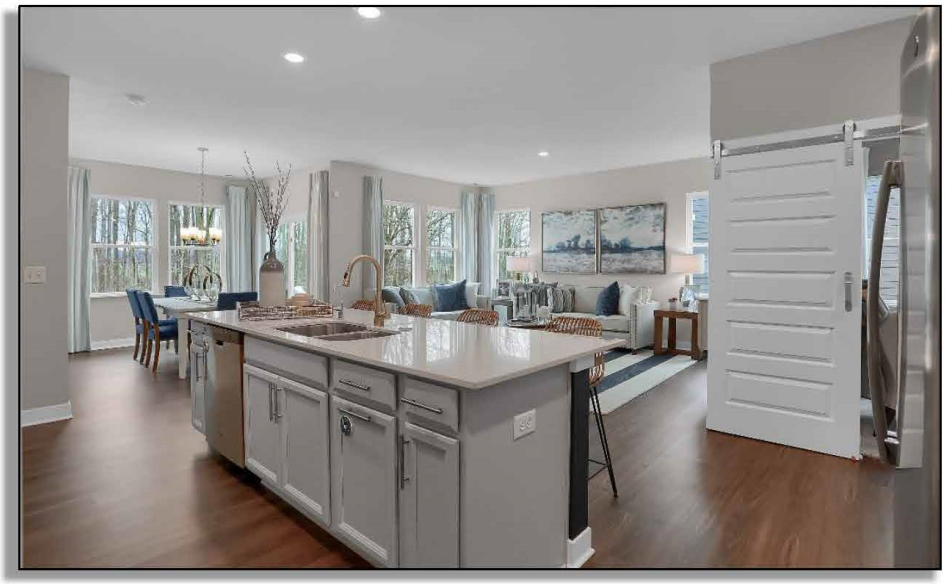


EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT



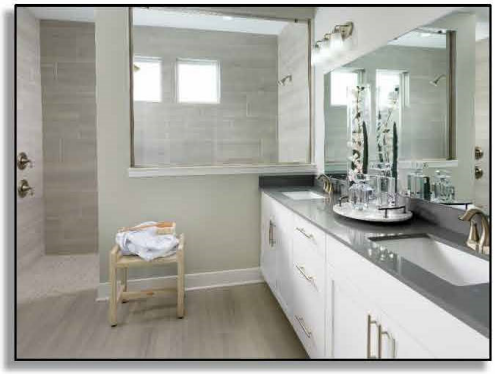


EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT

EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT

Elevation C

Elevation A

Elevation B

Westfield City Council Report

Petition Number:	2204-PUD-07 (Ordinance No. 22-10)
Project Name:	Osborne Trails PUD Amendment V
Subject Site Address:	West side of Horton Rd and North of 191st (the "Property")
Petitioner:	Lennar Homes of Indiana, Inc
Representative:	Nelson & Frankenberger, LLC
Request:	Requests an amendment to the Osborne Trails PUD to amend the permitted uses on 43.5 acres +/- of the Real Estate.
Current Zoning:	Osborne Trails PUD
Current Land Use:	Undeveloped / Agriculture
Approximate Acreage:	43.5 acres +/-

Exhibits:

1. Department Report & APC Certification
2. Location Map
3. Proposed Ordinance 22-10
4. Redlined Ordinance 22-10 (pre-APC recommendation)
5. Concept Plan
6. Neighborhood Meeting Summary

   Public Comments

   Voluntary Commitments

Prepared by: Ryan Collingwood, Associate Planner

PETITION HISTORY

The petition was introduced at the March 14, 2022 City Council meeting. The discussion for this petition can be viewed here. The petitioner hosted a neighbor meeting on March 28, 2022. A summary of that meeting has been provided by the petitioner and is included as **Exhibit 6**. The petition received a public hearing at the April 4, 2022 Advisory Plan Commission (the "Plan Commission") meeting. The public

hearing discussion can be viewed here. The petition received a (8-0) favorable recommendation to the Council from the Plan Commission at the May 16, 2022 Advisory Plan Commission meeting.

PROJECT OVERVIEW

Location: The Property is located generally at the west side of Horton Road and the north side of 191st Street (see **Exhibit 2**).

Zoning: The property is currently zoned as Osborne Trails PUD. The underlying zoning district shall be the SF4: Single-Family High Density District.

History: The Property was included in the original Osborne Trails PUD Ordinance as Area B, passed on February 27, 2017 (1610-PUD-17; Ord. 16-44).

Permitted Uses: The total number of Dwellings permitted on the Real Estate shall not exceed one hundred and eight (108) Single-family Dwellings. The original Osborne Trails PUD Ordinance permitted up to 170 townhomes, since decreasing the density with the proposal of the Osborne Trails PUD Amendment V. The proposed Single-family Dwellings are tied with an age-restricted standard of age 55 or better, similarly to the recently approved Osborne Trails PUD – Phase II (Ord. 21-23) as well as the original Osborne Trails PUD Ordinance.

General Regulations:

	PROPOSED PUD AMENDMENT ***SINGLE-FAMILY DWELLINGS*** **(2204-PUD-07; ORD. 22-10)**	**UNDERLYING ZONING** ***SF4: SINGLE-FAMILY HIGH DENSITY*** **(UDO CHAPTER 4.7)**	**PERMITTED TODAY** ***TOWNHOMES (UNDERLYING ZONING: SFA)*** **(1610-PUD-17; ORD. 16-44; UDO CHAPTER 4.9)**
MIN LOT AREA	5,580 square feet	9,000 square feet	No Minimum
MIN LOT FRONTAGE	35 feet	40 feet	No Minimum
MIN BUILDING SETBACK (FRONT)	21 feet	25 feet	Primary Arterial: 35 feet Secondary Arterial: 25 feet
MIN BUILDING SETBACK (SIDE)	5 feet	8 feet	No Applicable Standard
MIN BUILDING SETBACK (REAR)	20 feet	25 feet	No Applicable Standard

MIN LOT WIDTH	45 feet	50 feet	No Applicable Standard
MAX BUILDING HEIGHT	2 ½ stories	25 feet	35 feet
MIN LIVING AREA (SINGLE-STORY)	1,200 square feet	1,000 square feet	1,300 square feet
MIN LIVING AREA (TWO-STORY)	1,800 square feet	750 square feet	1,800 square feet

DEVELOPMENT STANDARDS: As proposed, the PUD Ordinance establishes alternative development standards from the Underlying Zoning District. The development standards of note are briefly highlighted below.

Article 6.3 Architectural Standards:

Building Materials: Vinyl siding would be prohibited as an exterior siding material.

- The proposed PUD Ordinance further defines architectural requirements regarding permitted exterior trim materials, windows, minimum overhangs, roof pitches, and other architectural features.

Article 6.8 Landscaping Standards:

Buffer Yard Requirements: As proposed, the standards of Article 6.8(N) would not apply; due to adjacent underlying zoning being identical.

- The proposed PUD Ordinance further defines landscaping requirements regarding permitted minimum lot landscaping and external street frontage requirements.
- In a revised edition of the proposed PUD Ordinance, minimum mound height along external street frontage shall be increased from three (3) feet to six (6) feet and an inclusion of the minimum external street frontage landscape width shall be fifty (50) feet.
- Tree preservation language was also included in a revised edition of the PUD Ordinance, including a call-out of "Tree Preservation Area" on the Concept Plan **(Exhibit 5)**.

DESIGN STANDARDS: As proposed, the PUD Ordinance establishes alternative design standards from the Underlying Zoning District. The design standards of note are briefly highlighted below.

Minimum Open Space: Open Space area would be a minimum of fifteen (15) percent and as generally shown on the Concept Plan.

Osborne Trails Amenities: Section 9(B)(ii) of the Osborne Trials PUD established requirements for Active Amenities (the "Osborne Trails Amenities"). The Real Estate would be subject to any covenants and restrictions applicable to the Osborne Trails Amenities in order to ensure the

enjoyment and shared maintenance costs of the Osborne Trails Amenities by the residents of the Real Estate.

Duration: Failure to obtain Secondary Plat / Construction Plan approval for the District by January 1, 2028 (unless otherwise extended by the Director) shall automatically void this Ordinance.

CHANGES SINCE PUBLIC HEARING

Since the public hearing at the April 4, 2022 Plan Commission meeting, there have been numerous changes to the proposed Osborne Trails PUD Amendment V Ordinance. There have been additions of multiple Landscaping Standards (Ord. 22-10, Sec. 6.2): The minimum mound height along Horton Road and the Osborne Trails Phase II parcel was increased from three (3) feet to six (6) feet, and the minimum external street frontage landscape width will be fifty (50) feet where up to fifteen (15) feet of the landscape area may include individual lot area and internal right-of-way given that the required landscaping is provided. In addition, tree preservation language has been provided, seen in the updated Concept Plan **(Exhibit 5)** as it now highlights the "Tree Preservation Area". There has been modified age-restriction language to help provide clarity on details of an age-restricted community. There was also a shift in the pedestrian connectivity pathway on the south end of the site, now located more northwest than originally shown seen on the updated Concept Plan **(Exhibit 5)**.

COMPREHENSIVE PLAN

The 2011 Family Sports Capital Addendum II to the Comprehensive Plan: Encourages an extended mix of uses including, but not limited to: restaurants, higher density residences, healthcare and sports medicine, hotels, and retail. The Addendum provides the following goals:

- Provide intergenerational health, recreation and sporting opportunities within the City and provide facilities for state, regional and national tournaments;
- Cooperate with the Hamilton County Convention and Visitor's Bureau (the "HCCVB") to make Westfield the "Family Sports Capital of America" – a regional and national destination for sporting events and tournaments for all ages; and
- Pursue economic development opportunities to capitalize on Westfield's already-developing intergenerational sports niche. Examples include: multiple championship quality sports facilities; complementary health, recreation and technology related land uses; supporting entertainment, dining, lodging land uses; and, other uses which would support and compliment the Westfield intergenerational sports initiative.

Thoroughfare Plan: The following corridors are impacted by the development of the Property:

(i) Primary Arterial 2: proposed realignment of 191st & 193rd Street;
(ii) Primary Arterial 2: existing Horton Road and proposed realignment of Horton Road / Spring Mill Road;
(iii) Alternative Transportation Plan: perimeter pathways along perimeter streets.

PROCEDURAL

Council Introduction: The petition was introduced at the March 14, 2022 City Council meeting.

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was on the April 4, 2022 Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its April 19, 2021, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed).

City Council

Introduction: March 14, 2022
Eligible for Adoption: May 23, 2022

Submitted by: Ryan Collingwood, Associate Planner
Community Development Department

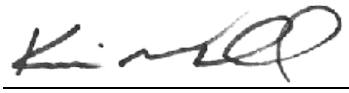
WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, April 4, 2022, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	2204-PUD-07
Ordinance No.	22-10
Petitioner	Lennar Homes of Indiana, Inc
Description	An amendment to the Osborne Trails Planned Unit Development (PUD) District modifying the permitted uses of 43.5 acres +/- of the Real Estate.

On May 16, 2022, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

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



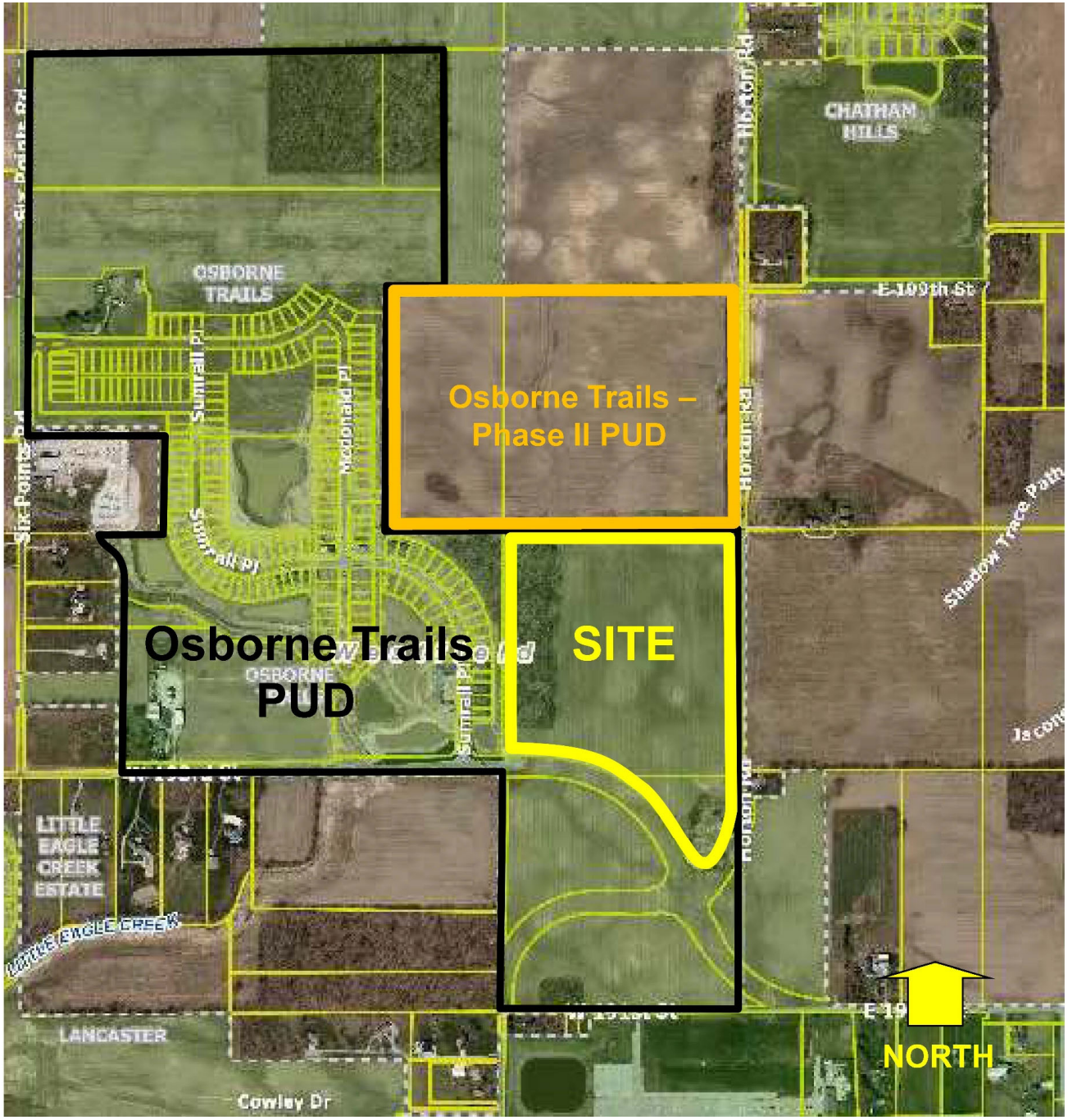
Kevin M. Todd, Secretary

May 18, 2022

Date

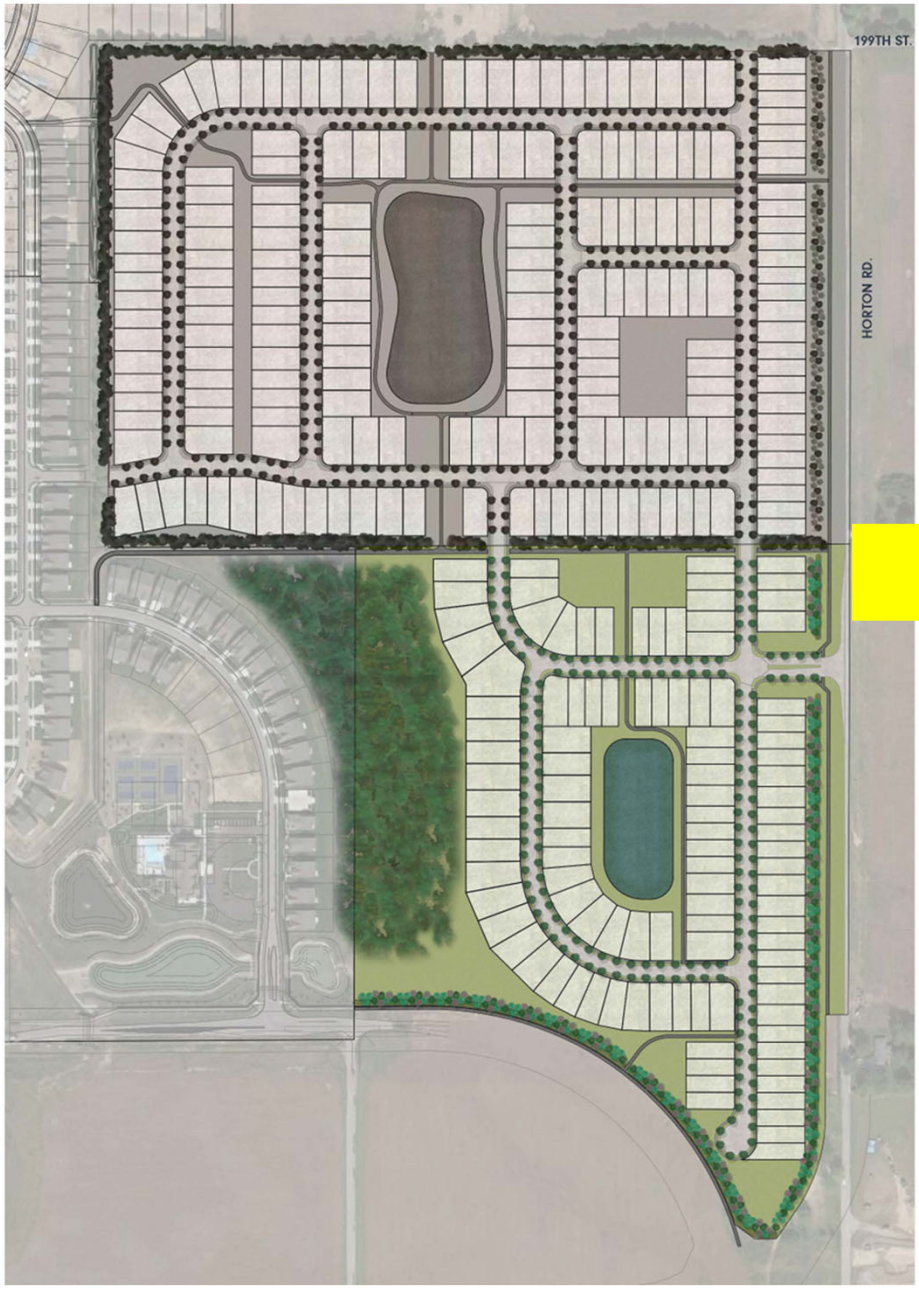
Osborne Trails PUD Amendment V

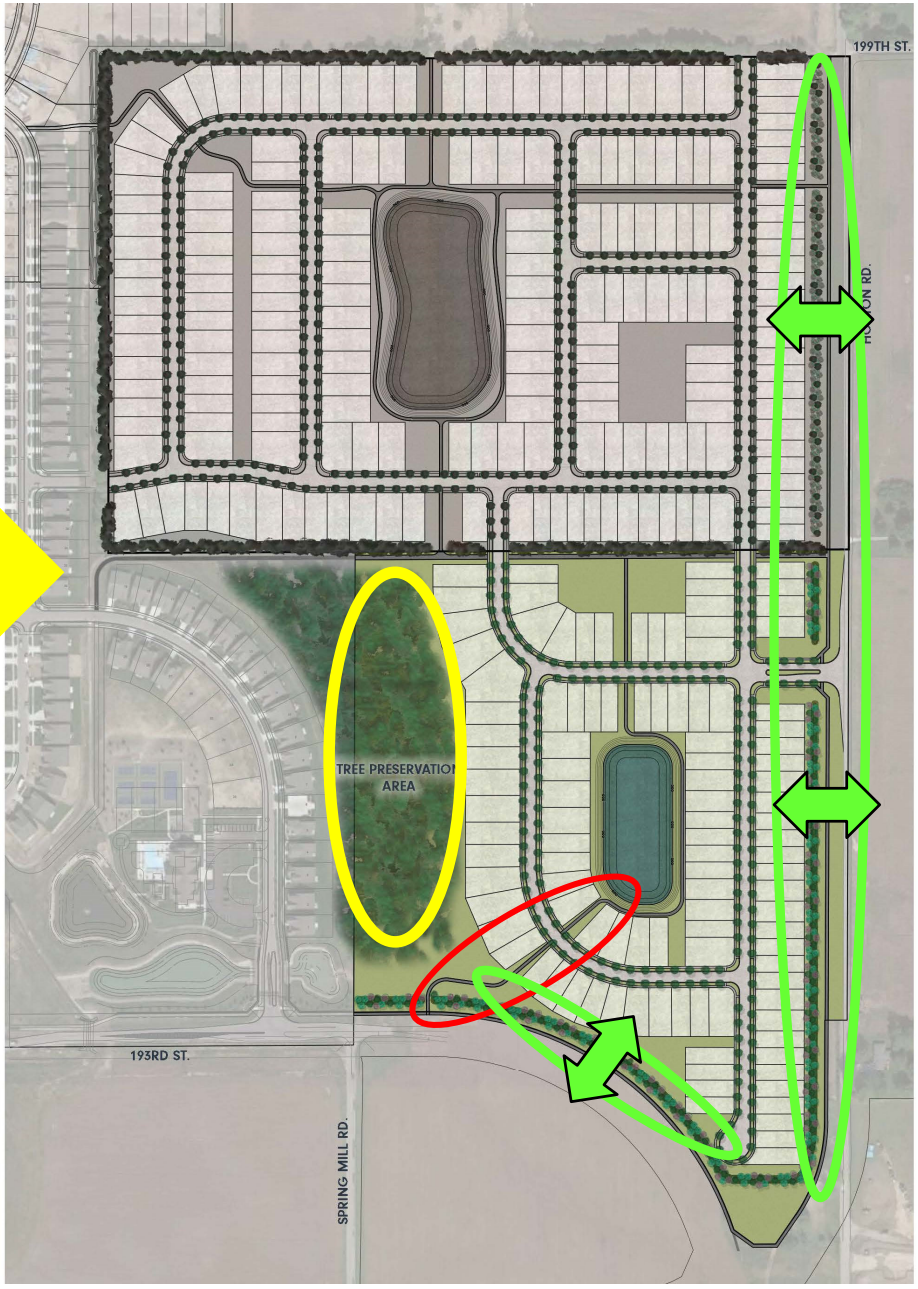
Site Location Map



Osborne Trails PUD Amendment V

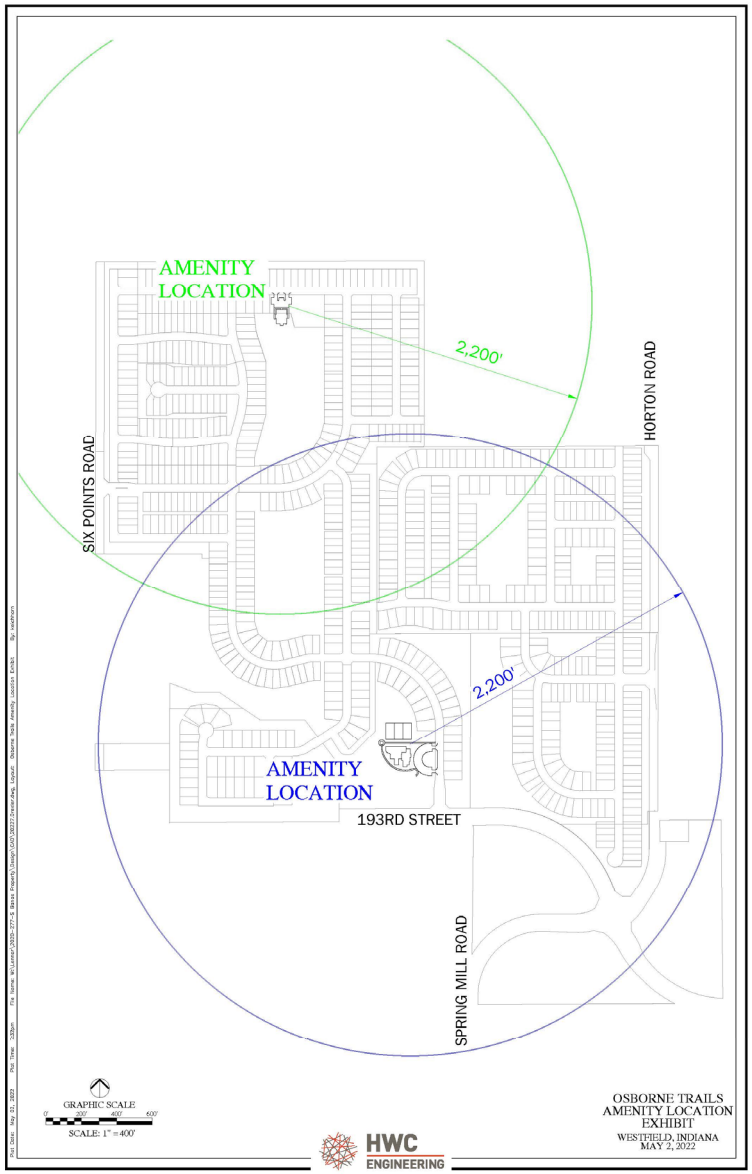
Original and Revised Plan





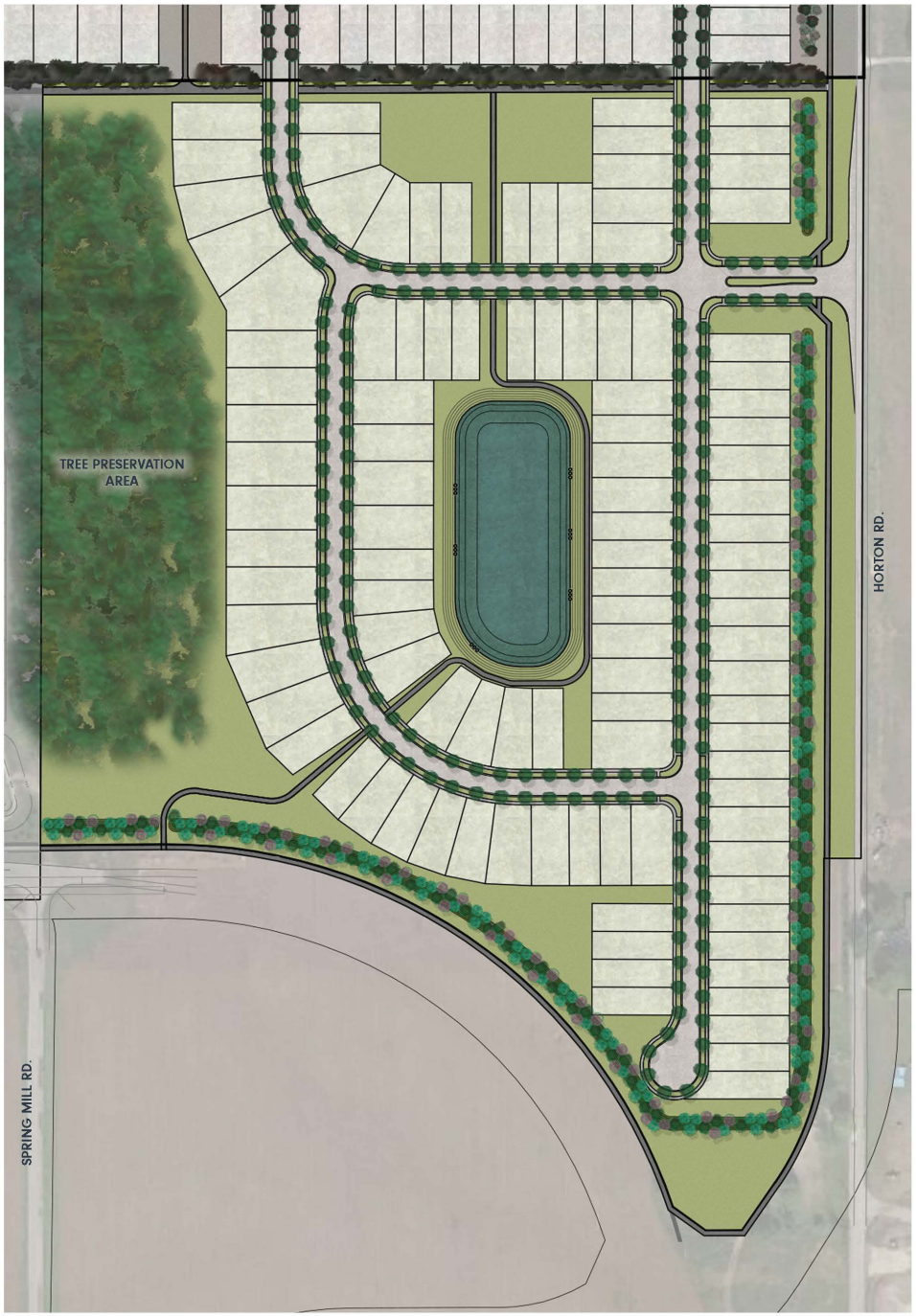
Osborne Trails PUD Amendment V

Amenities



Osborne Trails PUD Amendment V

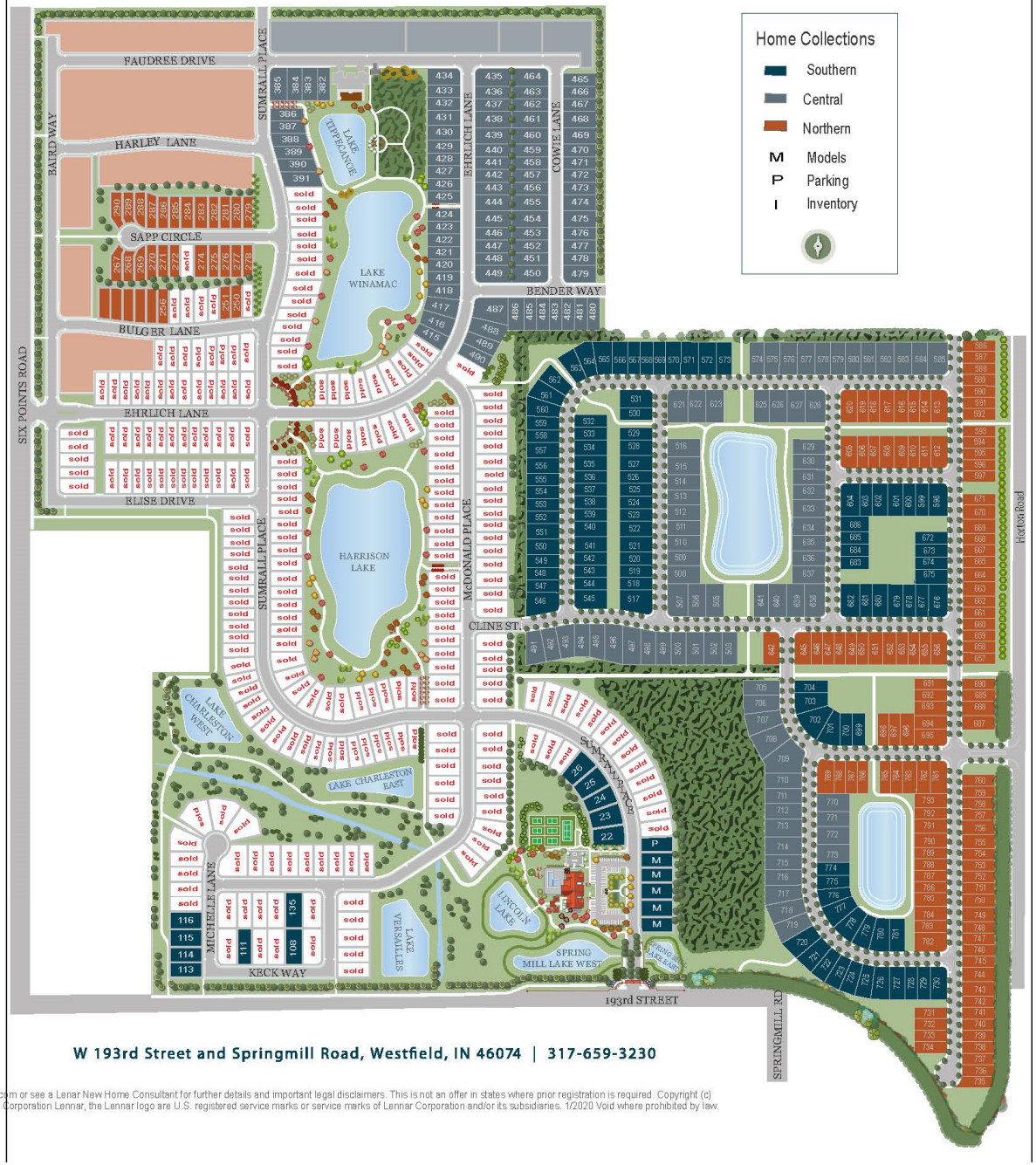
Updated Concept Plan



Osborne Trails PUD Amendment V

Overall Osborne Trials Site Plan

OSBORNE TRAILS



W 193rd Street and Springmill Road, Westfield, IN 46074 | 317-659-3230

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Osborne Trails PUD Amendment V

Home Product

Elevation C

Elevation A

Elevation B

ORDINANCE 22-_____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA ADOPTING SECOND CLASS CITY STATUS

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

WHEREAS, the City has attained a population in excess of thirty-five thousand persons, as determined by the most recent federal decennial census and other appropriate mans;

WHEREAS, Indiana Code § 36-4-1-1.1 provides that the legislative body of a Third Class City may, by ordinance, adopt Second Class City status;

WHEREAS, under Indiana Code § 36-4-1-8, upon change of the City's classification to a Second Class City, the City shall be governed by the laws applicable to its new class, except that the membership of the City's legislative body and the powers, duties, functions, and offices of its elected officials remain unchanged until the expiration of the terms of its members and elected officials;

WHEREAS, every City with a population over thirty-five thousand in Hamilton County is a second class city;

WHEREAS, the Mayor currently presides over all Council meetings, permitting the President Pro Tem of the Council to run meetings, and the Mayor breaks ties in accordance with Ind. Code § 36-4-6-8(b). Those powers will cease as of the adoption of this Ordinance and the Mayor shall have no further legislative role;

WHEREAS, the elected position of the office of City Clerk shall be established, with a budget for the same established by the Council, which could match the budget of the current Clerk-Treasurer if the Council so desired;

WHEREAS, the duties of the current Clerk-Treasurer shall be divided between an elected city clerk and an appointed controller, a financial professional, who would bring the City of Westfield closer to an organizational structure of a business and would have a net-effect of reducing financial consultant fees;

WHEREAS, even though under Indiana law, upon the change of classification of the City to a Second Class City, the Mayor has the power to select a controller, the Mayor will cede that power through this Ordinance so the Common Council would vote to recommend a qualified controller, as specified below; and

WHEREAS, the Westfield Common Council, in the best interest of all the citizens of the City, and in light of the fact that the City is required to undergo redistricting efforts, now recognizes this as a prudent time to adopt Second Class City status for the City of Westfield, Indiana.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana, that:

Section 1. The foregoing recitals are fully incorporated here by reference.

Section 2. The Westfield Common Council adopts Second Class City status for the City of Westfield, Indiana.

Section 3. Under Indiana Code § 36-4-1-8, and this Ordinance, the terms of the present members of the Common Council and the Clerk-Treasurer shall remain unchanged until the expiration of their terms and they shall continue to act under the powers granted to them as a Third Class City until January 1, 2024.

Section 4. Under the guidelines in Indiana Code § 36-4-6-3, the Council shall pass an ordinance diving the City into 6 Common Council Districts. The districts shall be effective for the term of the Council members beginning January 1, 2024, shall be made in accordance with law, shall be based upon the latest decennial census, and shall not cross precinct boundaries.

Section 5. Upon the City becoming a Second Class City, all ordinances, rules, and regulations of the City shall continue in full force and effect, except where inconsistent with a Second Class City powers, until amended or repealed, or unless inconsistent with Indiana law.

Section 6. Before January 1, 2024, and under the City's current budget procedures, the City's executive shall establish a budget for the newly created appointed position and executive Department of the Controller. The Common Council, before January 1, 2024, shall vote to recommend a Controller, which the Mayor will consider and may appoint.

Section 7. Before January 1, 2024, and under the City's current budget procedures, the Common Council shall establish a budget for the elected position of Clerk of the City of Westfield.

Section 8. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 9. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS ____ DAY OF _____ 2022 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

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

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

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

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-___
this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-_____
this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

ORDINANCE 22-_____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA AUTHORIZING THE VACATION OF MEADOWS COURT AND A PORTION OF MEADOWS DRIVE, IN STYLE-RIGHT MEADOWS

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

WHEREAS, Henke Development Group, LLC ("Petitioner"), has filed a Petition for Vacation of Public Right of Way (the "Petition") with the City under Indiana Code § 36-7-3-12(b), which is attached and incorporated here as Exhibit A.

WHEREAS, the public right-of-way to be vacated, those portions of the existing public way known as Meadows Court and Meadows Drive, located entirely within the corporate boundaries of Westfield, Indiana, are described in Exhibit B, attached hereto and incorporated herein (the "Right-of Way");

WHEREAS, the vacation of the Right-of-Way will allow the Petitioner to record the Chatham Villages – Section 1 Secondary Plat in accordance with the updated design of the residential development.

WHEREAS, under Ind. Code §§ 36-7-3-12(c) and 5-14-1.5, a properly noticed public hearing regarding the proposed vacation of Right-of-Way and the Petition was held by the Council on June 13th, 2022;

WHEREAS, at the conclusion of the public hearing, the Council concluded the vacation of all or a portion of the public ways subject to the Petition is necessary the purpose stated above and reflected in the Petition.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana, that:

Section 1. The foregoing recitals are fully incorporated here by reference.

Section 2. The Westfield Common Council approves the Petition.

Section 3. The following public right-of-way is hereby vacated:

A portion of Meadows Drive, in Style-Rite Meadows, as per secondary plat thereof recorded in Plat Book 7 Pages 23 through 25 in the Office of the Recorder of Hamilton County, Indiana, all within the Northeast Quarter of Section 24, Township 19 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 24; thence North 00 degrees 03 minutes 49 seconds East (bearing base is assumed) along the West line of said Northeast Quarter 507.53 feet to the Southwest corner of said Style-Rite Meadows; thence North 88 degrees 07 minutes 50 seconds East along the South boundary of said Style-Rite Meadows 25.01 feet to the Southwest corner of Lot 21 of said Style-Rite Meadows (all calls to lots are within said Style-Rite Meadows); thence North 00 degrees 03 minutes 49 seconds East along the West boundary of said Lot 21 a distance of 252.26 feet to the Northwest corner thereof and the POINT OF BEGINNING; thence North 00 degrees 03 minutes 49 seconds East 50.03 feet to the southwest corner of Lott 22 and the North Right of Way of Meadows Drive (the following two courses are along the North and West Right of Way of Meadows Drive); (1) thence North 88 degrees 07minutes 50 seconds East along the South boundary of Lots 22 through 26 inclusive a distance of 625.00 feet to the Southeast corner of said lot 26; (2) thence North 00 degrees 03 minutes 49 seconds East along the East boundary of Lots 26 and 27 a distance of 361.33 feet to the Northeast corner of said lot 27; thence South 89 degrees 25 minutes 36 seconds East 50.00 feet to the East Right of Way of Meadows Drive and the Northwest corner of Lot 5 (the following six courses are along the East, North, West, and south Right of Way of Meadows Drive); (1) thence South 00 degrees 03 minutes 49 seconds West along the West boundary of Lots 5 and 6 a distance of 359.19 feet to the Southwest corner of said Lot 6; (2) thence North 88 degrees 07 minutes 50 seconds East along the South Boundary of Lots 6 through 8 inclusive a distance of 365.32 feet to a curve to the left having a radius of 50.00 feet, the radius point of which bears North 01 degrees 52 minutes 10 seconds West; (3) thence Northeasterly along said curve and the South boundary of Lots 8 and 9 an arc distance of 36.14 feet to a point of reverse curve having a radius of 50.00 feet, the radius point of which bears South 43 degrees 16 minutes 44 seconds East; (4) thence Northeasterly, Easterly, Southeasterly, Southerly, Southwesterly, Westerly, and Northwesterly along said curve and the South, West, and North boundary of Lots 9 through 12 inclusive an arc distance of 229.35 feet to a point of reverse curve having a radius of 50 feet, the radius point of which bears South 39 degrees 32 minutes 25 seconds West; (5) thence Northwesterly along said curve and the North boundary of Lots 12 and 13 an arc distance of 36.14 feet to a point which bears North 01 degrees 52 minutes 10 seconds West from said radius point; (6) thence South 88 degrees 07 minutes 50 minutes West along the North boundary of Lots 13 through 21 inclusive a distance of 1042.04 feet to the POINT OF BEGINNING, containing 1.813 acres, more or less.

Section 4. This Ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor of the City, and in accordance with Indiana law and Indiana Code Section 36-4-6.

PASSED THIS ____ DAY OF _____ 2022 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

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

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

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

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 22-___
this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-_____
this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

PETITION TO VACATE PUBLIC WAYS LOCATED ENTIRELY WITHIN THE CORPORATE BOUNDARIES OF WESTFIELD, INDIANA

EXHIBIT A to Council Ordinance No.

1. Henke Development Group ("Petitioner"), pursuant to Indiana Code § 36-7-3-12, does hereby respectfully petition the Common Council of the City of Westfield, Indiana, for the vacation of all of the existing Public Ways of Meadows Court and a portion of the existing Public Way of Meadows Drive, each of which are located entirely within the corporate boundaries of Carmel, Indiana, as more particularly described below and in **Exhibit 1**, attached hereto and made a part hereof.

2. In support of this Petition, Petitioner submits the following:

The vacation of the Public Ways at issue herein is necessary in connection with the Chatham Villages Section 1 residential development project. Vacating those Public Ways will allow a secondary plat to be recorded to reflect the current residential development design.

3. The following are the names and addresses of the owners of the land which abut the Public Ways proposed to be vacated: Chatham Hills LLP

WHEREFORE, Petitioner respectfully requests the vacation of the above described Public Ways.

Henke Development Group, LLC
Phil Sundling, PE

Name

Dated: 5/23/22

Westfield City Council May 9, 2022

The Westfield City Council held a meeting on May 9, 2022 at Westfield City Hall.
Present were Mike Johns, Troy Patton, Cindy Spoljaric, Joe Edwards, Scott Willis, Scott Frei, and Jake Gilbert. Mayor Cook, Cindy Gossard, Anne Poindexter and Manny Herceg were also in attendance.

Mayor Cook called the meeting to order at 7:00 PM

Changes to Agenda

None

Approval of Minutes:

Scott Willis made the motion to approve the April 11, 2022 minutes as presented.
Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

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

Miscellaneous Business/Special Presentation

Proclamation: Mom's Demand Action Day/June 3-5 National Gun Violence Day and Wear Orange Weekend

Mayor Cook presented the proclamation. The bridge lights over US 31 will be turned orange.

Presentation/Braden Smith 2022 Indiana Mr. Basketball from Westfield High School

Scott Willis spoke on the accomplishments of Braden.

Q1 2022 Budget vs Actual/Discussion of Variances:

Jeremy Lollar discussed salary changes, the budget lines that had overages and shortages and reasons behind them.

Cindy Spoljaric about inflation management. Greg Guerrettaz spoke in regards to this.
There was council discussion

Presentation of Grand Park Finances/Valuation Methodologies:

Troy Patton stated this is being presented to provide information for the taxpayers regarding the financials of Grand Park. Information was pulled from the current RFP and from the Clerk Treasurer's Office. A balance sheet, income statement, and a summary of financials were presented and discussed. *See attached exhibits.

Mike Johns reminded all councilors of Resolution 21-121 that was passed regarding campaign contributions.

Old Business:

Ordinance 22-05: Woods, Robinson, Briggs, PUD Amendment I (Harvest Trail)
Council Introduction: February 14, 2022
APC Public Hearing: March 7, 2022
APC Recommendation: April 18, 2022
Adoption Consideration: May 9, 2022

Pam Howard presented stating this involves the area on the Northside of 191st Street West of the Monon Trail. The amendment modifies the buffer standards and the front & rear set backs in the small lot, single-family houses.

Murray Clark explained the requested modifications.

Scott Willis made a motion to approve Ordinance 22-05 as presented. Joe Edwards seconded. Vote: Yes-6; No-1 (T. Patton) Motion carries.

Ordinance 22-07: Chatham Hills PUD Amendment VIII
Council Introduction: February 14, 2022
APC Public Hearing: March 7, 2022
APC Recommendation: April 18, 2022
Adoption Consideration: May 9, 2022

Pam Howard presented stating the petitioner is requesting an amendment to add 2 acres to the PUD district (203rd & Tomlinson Rd). The acres are planned to be used for amenities for the Chatham Hills community.

Troy Patton made the motion to approve Ordinance 22-07 as presented.
Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 22-11: Grand Park Village PUD Amendment IV
Council Introduction: March 14, 2022
APC Public Hearing: April 4, 2022
APC Recommendation: May 4, 2022
Adoption Consideration: May 9, 2022

Pam Howard presented stating this involves 12 acres at the intersection of Grand Park Blvd. and Wheeler Rd. The amendment modifies the maximum density and maximum number of dwelling units per building, has a revised concept plan, has added language requiring a boardwalk to be constructed 100% adjacent to the lake frontage, and added language to require a 3,000 sq. ft. bike hub and commercial space.

Jon Dobosiewicz spoke on the changes and commitments since introduction. Chase Smith spoke on sub-leasing concerns.

Joe Edwards made the motion to approve Ordinance 22-11 with added commitments (regarding sub-leasing.) Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Resolution 22-103: Fiscal Plan for Ordinance 22-12: (Harvest Trails/Robinson)
Adoption Consideration: May 9, 2022

Pam Howard presented the Fiscal Plan and the Annexation Ordinance (22-12) together, stating this involves the 36 acres zoned residential, on the West side of the Monon Trail, North of 191st Street. Table 5 shows the net impact over the next five years with residential housing, at $500,000.

Jake Gilbert made the motion to approve Resolution 22-103 as presented.
Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 22-12: Harvest Trails Annexation/Robinson
Council Introduction: April 11, 2022
Public Hearing: April 11, 2022
Adoption Consideration: May 9, 2022

Pam Howard presented with above Resolution.

Scott Willis made the motion to approve Ordinance 22-12 as presented.
Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Resolution 22-104: Fiscal Plan for Ordinance 22-13 (Harvest Trails/Briggs)
Adoption Consideration: May 9, 2022

Pam Howard presented stating this involves 20 acres on 191st Street that is currently zoned residential and commercial. There is no build out planned currently, and assuming the land remains the same, the net impact shows a negative amount of $36,340.

Joe Edwards made the motion to approve Resolution 22-104 as presented.
Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 22-13: Harvest Trails Annexation/Briggs
Council Introduction: April 11, 2022
Public Hearing: April 11, 2022
Adoption Consideration: May 9, 2022

Pam Howard presented with the approve Resolution.

Cindy Spoljaric made the motion to approve Ordinance 22-13 as presented.
Scott Frei seconded. Vote: Yes-7; No-0. Motion carries.

New Business

Resolution 22-108: Common Council Finding Property Owners in Substantial Compliance for Tax Abatements
Adoption Consideration: May 9, 2022

Kai Chuck presented stated this is the annual process that monitors the compliance with companies who are receiving tax abatements. There are two companies currently not meeting their commitments made on their SB1 (Biodynamics and Grinds LLC).

Representatives from both companies spoke about their products and processes, and future goals to make good on their previous commitments.

Mike Johns expressed council's concerns stating that they had a responsibility to taxpayers to hold the companies accountable for being in compliance. President Johns said, with COVID and current state of the economy, they would be a little more lenient but would require compliance to their original commitments in the following year.

Scott Willis made the motion to approve Resolution 22-108 as presented. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

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

Weston Rogers presented stating the petitioner is requesting that the size restriction be amended to allow for a daycare facility, which is a permitted use, to be constructed on approximately 2 acres on Grassy Branch, North of Washington Woods Elementary School. The amendment would increase the allowed building size from 8,000 sq. ft. to 11,000 sq. ft.

Moves on to APC

Ordinance 22-18: Towne Road Crossing PUD Amendment I
Council Introduction: May 9, 2022
APC Public Hearing: June 6, 2022
APC Recommendation: July 5, 2022
Adoption Consideration: July 11, 2022

Jon Dobosiewicz presented stating that H & H Stable LLC is requesting an amendment to the rural standards, specifically 69 acres located South of 32 and East of Little Creek. The area would house a 1,020 sq. ft. equestrian facility, a horse stable with the capacity to house 140 horses, (25-35 full-time), and 25 one-million- dollar homesites. Jon gave details of the project.

Chad Hughes with H & H Stables, shared his vision for the real estate. James Farmer addressed concerns about the amount of traffic could be expected.
There was council discussion

Moves on to APC

Ordinance 22-19: Unified Development Ordinance Amendment (Spring 2022)
Council Introduction: May 9, 2022
APC Public Hearing: May 16, 2022
APC Recommendation: June 6, 2022
Adoption Consideration: June 13, 2022

Pam Howard presented stating this would allow for the formation of a Plat Committee to be associated with the APC. Pam went over the changes that this amendment would entail.

Moves on to APC

Resolution 22-109: Common Council of the City of Westfield, Indiana Repealing Establishment of Independent Audit Committee & Resolution 21-138 Establishing Factors to Select a Certified Public Accountant and all Associated Activities Relevant to Ind. Code 5-11-1-24.4
Adoption Consideration: May 9, 2022

Troy Patton stated that initially the thought was it would be beneficial to have a third-party audit but have reviewing, council has decided that the benefits would not out way the cost.

Scott Frei made the motion to decline Resolution 22-109. Troy Patton seconded.
Vote: Yes-7; No-0 Motion carries.

Resolution 22-110: Common Council of the City of Westfield, In Accepting Additional Contribution Toward the Union Square Development Project
Adoption Consideration: May 9, 2022

Jeremy Lollar presented stating that there had been an inquiry into why the RFP for the land sale of the city property to Old Town Companies was issued with a minimum bid of $550,000. Mike Johns said that the council had discovered that the value of the land had been understated by $230,000. The RFP should have had a minimum value of $780,000. Lollar explained that the mistake had been made by the previous City attorney and that Old Town Companies was willing to pay the additional $230,000 for the land.

Mike Johns stated that he believed that Old Town was unaware of the city's mistake when they responded to the original RFP. He thanked the council for catching the shortfall, bringing it to light and saving the residents from a $230,000 loss. There was discussion on why there had only been one appraisal instead of the two as required by statute. Taft Law agreed to conduct a full review of processes and procedures prior to any future sale of city property. Johns asked that the council be advised of the new procedures.

Troy Patton left the meeting.

Cindy Spoljaric made the motion to approve Resolution 22-110 as presented. Joe Edwards seconded. Vote: Yes-6; No-0. 1 abstain (S. Willis)

Ordinance 22-20: Reestablishing the Cumulative Capital Development Fund
Council Introduction: May 9, 2022
Public Hearing: May 23, 2022
Adoption Consideration: May 23, 2022

Greg Guerrettaz presented stating this is standard practice to reestablish the fund at the maximum tax rate of 0.0500 on taxes for 2022, payable in 2023. The law as of July 1, 2022 will not require this to be done again in 2023.

Clerk Treasurer Comments:

None

City Council Comments:

Cindy Spoljaric- APC Update.

Scott Frei- Highlights of Finance Committee Meeting

Mike Johns- Issues getting bigger and bigger but the city is moving forward in a positive direction.

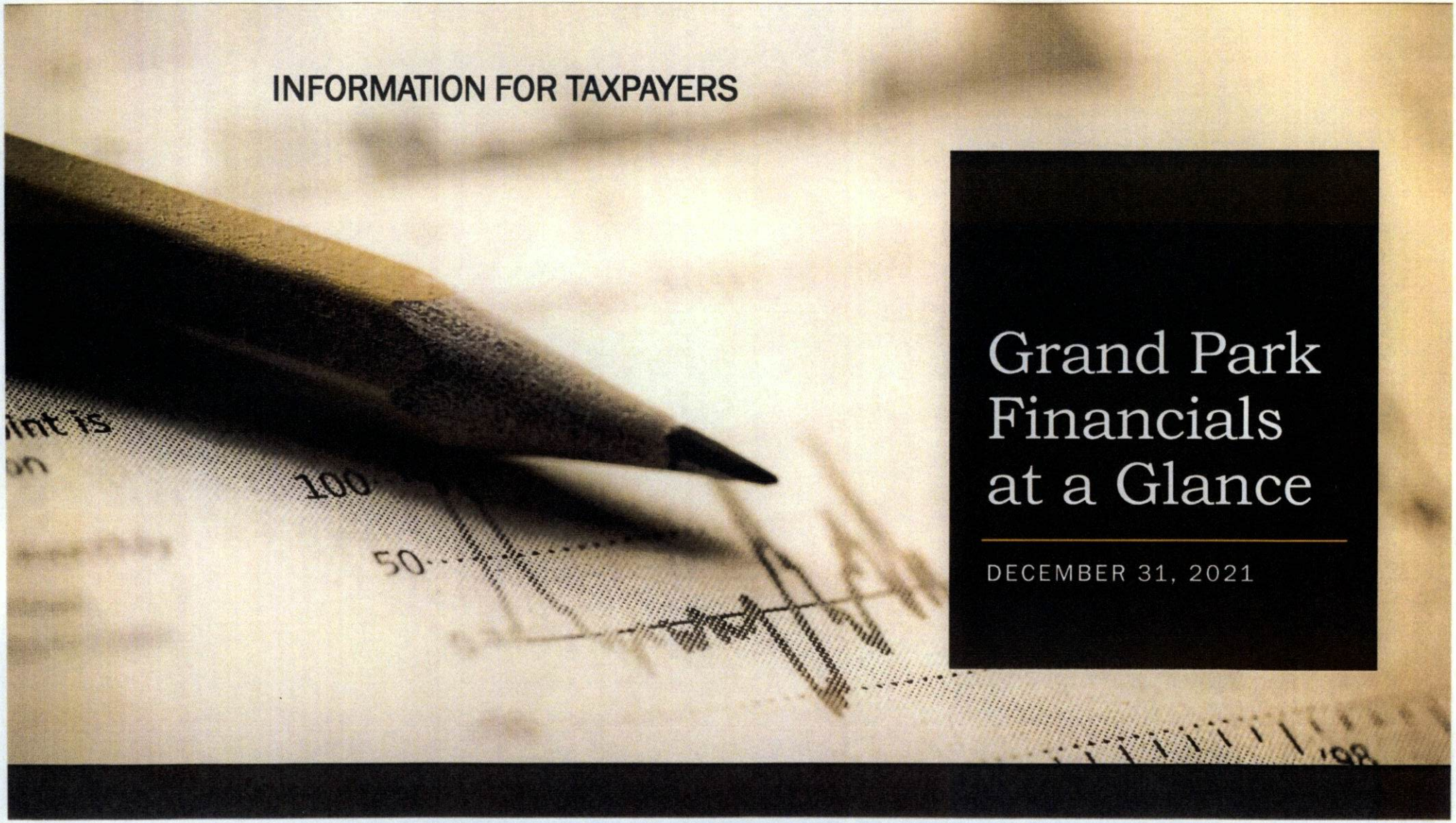
Mayor Comments:

None

Without any further business, the meeting adjourned at 9:58 PM

_____ _____

Clerk-Treasurer **President**


INFORMATION FOR TAXPAYERS
Grand Park Financials at a Glance
DECEMBER 31, 2021

Balance Sheet

ASSETS	DEPRECIATION	LIABILITIES	EQUITY
$80 sq ft. for GP Events Center	27.5 yrs = $1,096,224	Non-conveyable Notes	Unrealistic Equity in GP as Depreciation has not been accounted for.
Pricing Ponds at $244,486 per acre	Additional Maintenance of Tiles, etc.	$6M is owed to the city, not included on RFP.	Valuation principles of Best use of assets?
Concessions at $284 sq. ft. and Diamonds at $475k per acre	Concessions = $150,500 Diamonds = $1,330,089 Parking (39 yrs) = $413,926	Contracts with 3rd Parties have break up ramifications	Liabilities extending for contracts.

Income Statement

REVENUES	EXPENSES	CASH FLOW	ANALYSIS
Ad and Sponsorship has much opportunity	Past years may be inaccurate due to lack of wages and correct allocation	Taxes provided to City	Does not cash flow – risk to City is non-operation of our most expensive asset
Hotel Fees – Capture Rate	No Depreciation of $2,990,739	Economic Benefit has not been realized, only to extent debt is paid	Capital Improvements of $1M to $8M per year
Revenues were $6,146,046 Expenses of $3,377,395 EBIDA = $2,768,651	No Interest of approx. $2,700,000	Cash Flow should include principal payments of debt Approx. $3,750,000 annual	Best use of asset is a city owned asset. A fail of the park would reverberate to a deterioration of the City's tax base.

Summary Financials

1. We owe nearly $80 million in debt still today, selling for anything less than this number is a taxpayer burden.

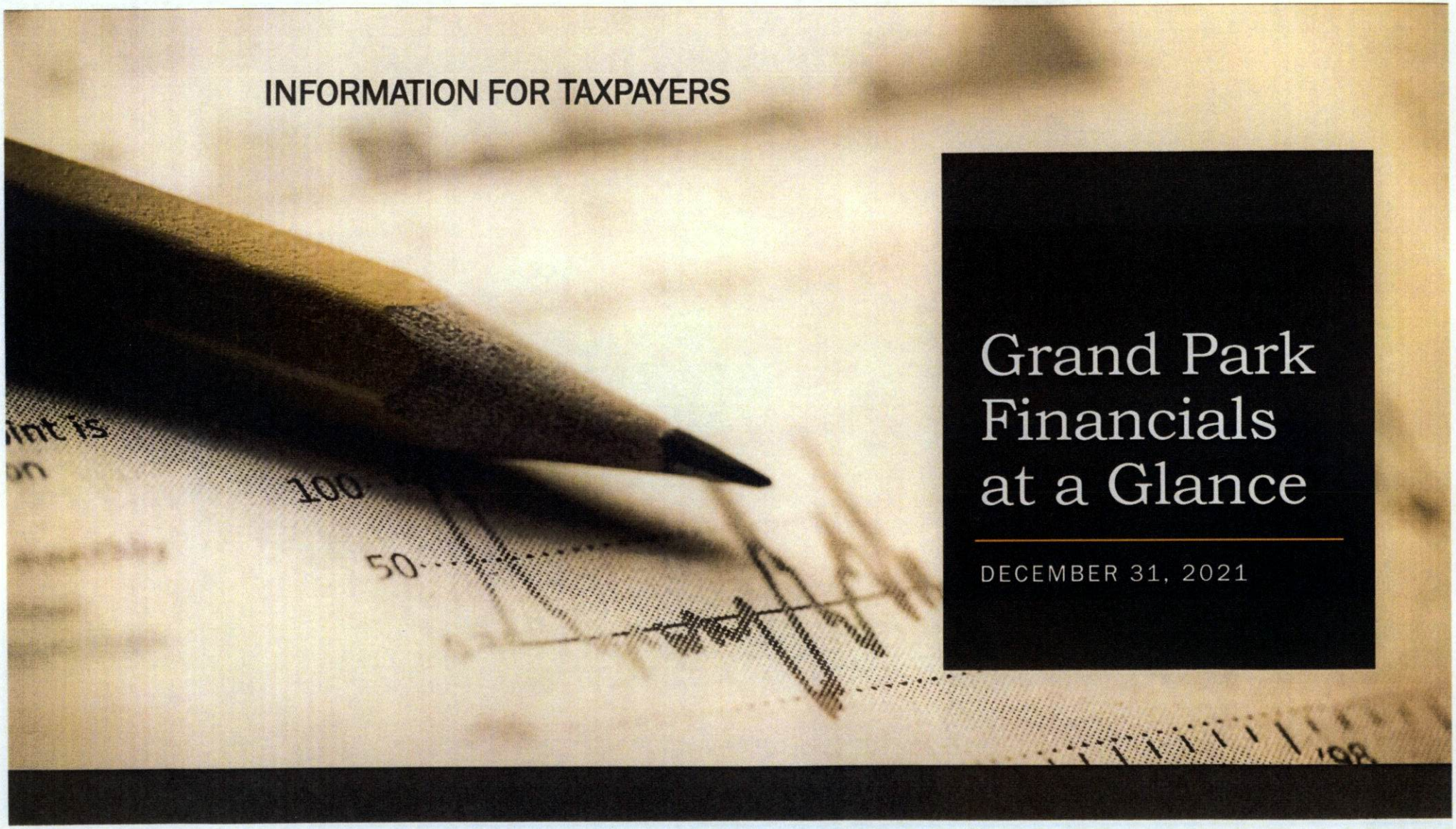
2. Grand Park cash flow is negative

3. The City is still relying on its economic driver for tax revenues

4. The City has claimed a $200M net worth

5. A sale of $$200M will generate $4M in taxes annually if it is a for profit business.

6. Our youth sports relies on Grand Park to facilitate a place to play. The risk of default is large if we sell it and rely on an outside party. Our restaurants and the tax base we have developed relies on Grand Park bringing in people for Sales and Use Tax. A facility with old and tired assets will likely succumb to the "next Grand Park."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2022026285 ORDINANCE $25.00
05/26/2022 02:04:56P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

ORDINANCE NO. 22-20

AN ORDINANCE REESTABLISHING THE CUMULATIVE CAPITAL DEVELOPMENT FUND

Under Indiana Code § 6-1.1-41 and 36-9-15.5

WHEREAS, the City of Westfield, Indiana ("City") is a duly formed municipal corporation within the State of Indiana;

WHEREAS, a political subdivision desiring a new cumulative fund or to increase the property tax rate for an existing cumulative fund must establish or reestablish the fund under Ind. Code § 6-1.1-41 *et al*;

WHEREAS, the City has an existing Cumulative Capital Development Fund previously established under Ind. Code § 36-9-15.5 (the "Fund");

WHEREAS, under Ind. Code § 36-9-15.5-6, the maximum property tax rate that may be imposed for the Fund is $0.05 on each $100 of assessed valuation;

WHEREAS, On April 13, 2020, the Westfield Common Council ("Council") adopted Resolution 20-120, reestablishing the Fund at a tax rate of 0.0500 on taxes for 2020 payable in 2021.

WHEREAS, the Fund was not reestablished in 2021 at the maximum rate of 0.0500, and the Department of Local Government Finance ("DLGF") certified the Fund's tax rate at 0.0498 on taxes for 2021 payable in 2022;

WHEREAS, in accordance with Ind. Code § 6-1.1-41-13, if a political subdivision whose tax rate for a cumulative fund is certified by the DLGF in an amount less than the political subdivision initially adopted, and the political subdivision wishes to impose a greater tax rate for the cumulative fund in a subsequent year, it must reestablish the cumulative fund under the procedures set out in Ind. Code § 6-1.1-41; and

WHEREAS, since the DLGF certified the tax rate for the Fund at an amount less than the City initially adopted for the Fund, the City now wishes to reestablish the Fund at the maximum tax rate of 0.0500 on taxes for 2022 payable in 2023.

COPY

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana that:

Section 1. A need now exists for the reestablishment of the Cumulative Capital Development Fund for all uses as set out in Ind. Code § 36-9-15.5-2.

Section 2. In accordance with Ind. Code § 36-9-15.5-6, the Fund will not exceed $0.05 on each $100 of assessed valuation. Said tax rate will be levied beginning with taxes for 2022 payable 2023.

Section 3. Proof of publication of the public hearing held on the 23rd day of May, 2022, and a certified copy of this ordinance shall be submitted to the DLGF of the State of Indiana as provided by law. This Fund is subject to the approval of the DLGF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED THIS 23 DAY OF May 2022 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

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

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-20 was delivered to the Mayor of Westfield on the 24th day of May, 2022, at 10:00 A.m.

Cindy Gossard

Cindy Gossard, Clerk Treasurer

I hereby APPROVE Ordinance 22-20

this 25th day of May, 2022.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 22-20

this _____ day of _____, 2022.

J. Andrew Cook, Mayor