



CITY OF WESTFIELD, IN
City Council Meeting Agenda

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, April 13, 2026 at 7:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

Westfield City Council Members

Term 1/1/2024 -12-31-27

Jon Dartt, (District 1)

Victor McCarty, (District 2)

Joe Duepner, (District 3)

Patrick T. Tamm, (District 4)

Noah Herron, (District 5)

Chad Huff, (At Large)

Kurt Wanninger, (At Large)

CALL TO ORDER

Pledge of Allegiance

Invocation: Eric Lohe, Crossroads Church of Westfield

OPENING OF MEETING

Note the presence of a quorum

Approval of Minutes

Approval of Claims for April 13, 2026

Announce any changes to Agenda

RESIDENTS WHO WISH TO ADDRESS COUNCIL

MISCELLANEOUS BUSINESS/SPECIAL RECOGNITION

Westfield Police Department Swearing in Ceremony

Westfield Fire Department Swearing in Ceremony

Proclamation: Arbor Day

Proclamation: Ivy Tech Day

Council Appointments to the Westfield Advisory Council on Disabilities

OLD BUSINESS

Ordinance 26-13: Common Council of the City of Westfield, Indiana, Authorizing an Additional Appropriation from the DOJ Equitable Sharing Program Fund (#240)

Presented by: Marla Ailor

First Reading: March 23, 2026

Public Hearing: April 13, 2026

Adoption Consideration: April 13, 2026

Ordinance 26-17: Common Council of the City of Westfield, Indiana Concerning Fund#255 (Formerly Westfield Welcome Fund; Now the Community Engagement Fund)

Presented by: Kaitlin Glazier

First Reading: March 23, 2023

Adoption Consideration: April 13, 2026

Ordinance 26-18: Council Authorizing and Approving an Additional Appropriation from the Operating Balance of the Opioid Distribution Grant Fund

Presented by: Danielle Carey-Tolan

First Reading: March 23, 2026

Public Hearing: April 13, 2026

Adoption Consideration: April 13, 2026

Ordinance 26-14: Grand Park PUD Amendment IV

Staff Planner: Daine Crabtree/Council Sponsor: Joe Duepner

First Reading: March 23, 2026

APC Public Hearing & Recommendation: April 6, 2026

Adoption Consideration: April 13, 2026

NEW BUSINESS

Ordinance 26-21: Common Council of the City of Westfield, Indiana, Repealing Ordinance 25-85, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the Park & Poplar Project, and Authorizing and Approving Other Actions in Respect Thereto

Presented by Dustin Meeks, Barnes and Thornburg

First Reading: April 13, 2026

Adoption Consideration: April 27, 2026

Ordinance 26-19: Freemont Moore Annexation Phase I

Staff Planner: Ryan Collingwood

First Reading and Public Hearing: April 13, 2026

Adoption Consideration: April 27, 2026

Ordinance 26-20: Preserve at Cool Creek Annexation Phase III

Staff Planner: Ryan Collingwood

First Reading & Public Hearing: April 13, 2026

Adoption Consideration: April 27th, 2026

Ordinance 26-22: Common Council of the City of Westfield, Indiana, Authoring and Approving an Additional Appropriation from the Operating Balance of the ARP 2021-COVID Recovery Fund

Presented by: Marla Ailor

First Reading and Public Hearing: April 13, 2026

Adoption Consideration: April 27, 2026

Resolution 26-122: Common Council of the City of Westfield, Indiana, Authoring and Approving the Transfer of Appropriations Within the Sports Campus Operations Fund (640)

Presented by:Matt Deck
Adoption Consideration: April 13, 2026

Ordinance 26-23:Common Council of the City of Westfield, Indiana, Authorizing and Approving an Additional
Appropriation from the Operating Balance of the GPSE Escrow Fund

Presented by:Matt Deck

First Reading: April 13, 2026

Public Hearing and Adoption Consideration: April 27, 2026

CITY COUNCIL COMMENTS

MAYOR COMMENTS

ADJOURNMENT



CALL TO ORDER

Pledge of Allegiance

Invocation: Kirk Welch, Pastor, Cornerstone Bible Church

OPENING OF MEETING

Note the presence of a Quorum

Councilors McCarty, Huff, Wanninger, Duepner, and Herron attended in person. Councilor Dartt attended virtually. Mayor Willis, Clerk Treasurer Marla Ailor and Chief of Legal Kaitlin Glazier attended in person.

Councilor Tamm joined virtually at 7:06 PM

Approval of Minutes

The motion to approve was made by: Councilor McCarty
Seconded by: Councilor Huff
Vote: Yes-6; No-0. Motion carried.

Approval of Claims for March 23, 2026

The motion to approve was made by: Councilor McCarty
Seconded by: Councilor Huff
Vote: Yes-6; No-0. Motion carried.

Announce any changes to Agenda

A proclamation recognizing Connor Maddox for his state wrestling championship was added to the agenda. Resolution 26-115 will be heard first under Old Business.

RESIDENTS WHO WISH TO ADDRESS COUNCIL

MISCELLANEOUS BUSINESS/SPECIAL RECOGNITION

Mayor Willis presented a proclamation recognizing Westfield High School sophomore Connor Maddox for winning the IHSAA State Wrestling Championship for his weight class. Connor completed his season 34-0, and earned the first individual wrestling state championship in Westfield High School history.

OLD BUSINESS

Resolution 26-115: Common Council of the City of Westfield, Indiana, Approving and Adopting the Comprehensive Plan for Westfield-Washington Township

Presented by: Caleb Ernest

First Reading: March 9, 2026

APC Special Meeting: March 11, 2026

APC Recommendation: March 16, 2026

Adoption Consideration: March 23, 2026

Caleb Ernest presented the resolution eligible for adoption tonight to approve the updated Comprehensive Plan. Staff and consultants summarized the public engagement process, and addressed comments that were received at the APC public hearing. Key updates to the plan included clarification of development concepts, adjustments to place-type definitions, updates to imagery, and incorporation of parks, greenspace, and infrastructure considerations.

Cynthia Bowen emphasized that the Comprehensive Plan serves as a guiding framework for future land use and development decisions and does not alter zoning directly. The plan reflects over eighteen months of study, stakeholder engagement, and policy refinement.

Council discussion; Councilor Duepner said there are elements that he likes and doesn't like. Overall, he thinks it's "a good body of work." Councilor McCarty said his vote is not reflective of all the work that has gone into the Plan. He's had conversations with his constituents and he's heard their concerns. Councilor Dartt took the opportunity to meet with the mayor and Kevin Todd. He's not certain that his concerns were addressed and he had further questions. He's curious where his comments went and wants to know where they landed. The mayor commented that where parks and trails are concerned, they are not included in the Plan. Councilor Dartt wanted to know what percentage of each kind of usage is dedicated to each. Kevin Todd said they are listed in Chapter 4, but he wondered if Councilor Dartt was looking for a comparison from old to new. He used open industrial as an example. Cynthia Bowen stated in the appendix on page 302 that it is broken out and gave those percentages. Councilor Wanninger congratulated Kevin Todd and his team for a job well done, and he appreciated the mayor for moving forward with the process.

The motion to approve was made by: Councilor Herron

Seconded by: Councilor Huff

Vote: Yes-6; No-1. (V. McCarty) Motion carried.

Ordinance 25-66: Ironstone PUD

Staff Planner: Weston Rogers/Council Sponsor Chad Huff

First Reading: October 27, 2025

APC Public Hearing: November 3, 2025

APC Workshop: December 15, 2025

APC Recommendation: March 16, 2026

Adoption Consideration: March 23, 2026

Weston Rogers presented the Ironstone PUD, a proposed 765 acre residential community with a mixed-use village center to be developed through the establishment of four districts. The four districts were shown on the screen. They include: The Lakes, The Reserve, The Village, and the Horton Square mixed-use block, each with distinct architectural and site development standards. A revised concept plan showing a range of housing styles and concepts was reviewed. Staff outlined key revisions since introduction, including limitations on expansion of development areas, enhanced development standards, expanded landscaping and buffering requirements, and a minimum open space requirement of 20 percent. Formalized developer commitments attached to the ordinance include commitments regarding rental restrictions, a commitment to donate a portion of the real estate to the City of Westfield and a commitment to enter into a development agreement with the City regarding road infrastructure improvements.

John Nail presented a comprehensive infrastructure improvement plan tied to the development, including roadway reconstruction, intersection improvements, and roundabout installations. The plan is phased to align with development timing and relies on road impact fees to ensure that growth-related infrastructure costs are borne by the development. The priority projects were addressed (where road improvements are concerned) and included Horton and Six Points roads from 191st Street to 206th Street. Pavement reconstruction includes milling off asphalt and widening the road to two 12-foot lanes with new signs and striping. The northern sections, specifically at SR 38, will be the last to be addressed, but are very important. Intersection improvements often help address roadway concerns rather than widening roadways unnecessarily. He emphasized that proper roadway traffic counts are the most important piece of a study. Regardless of the Ironstone master-planned development approval, the engineering department can work to address issues where roadways are concerned. The infrastructure plan is separate from the PUD approval. For more details, see the slideshow presentation.

John Dobosiewicz of Nelson & Frankenberger started his portion of the presentation by thanking the Council and the planning staff for the deliberate and comprehensive conversations in order to achieve the results in Ironstone. He shared all the

amenities and decisions that were made where the development is concerned and reiterated many of those that have been shared previously. Foundry Park, with over \$400 M in amenities, consists of more than 11 acres and, except for the pool and clubhouse, will serve the overall Westfield community. For comparison, he noted that Grand Junction Park is 5.4 acres.

Councilor Herron commented on commitments made today on the masonry requirement on the town homes and a basketball court to be added. Mr. Dobosiewicz stated he was authorized to add the two additional commitments, and would submit them in writing to staff the next day. Councilor Herron inquired about the possibility of WYSI using the land commitments. Mr. Dobosiewicz provided an explanation. **Councilor Duepner** thinks the thoroughfare plan is adequate, stating he is not against growth or development, but he's not happy about the density. He thinks the lot sizes are too small and simply "won't be able to get on board." **Councilor McCarty** doesn't feel that this project has received the appropriate requested changes. He then listed his concerns and commented on the number of residents who spoke out also in neighborhood meetings. He specifically commented on estate lots and doesn't feel the placement of the Amenity Center is good. **City Attorney Kaitlin Glazier** advised that any commitments made tonight should be in writing or spoken in an amendment.

Councilor Huff motioned to approve the ordinance on the condition that the townhomes have added masonry requirements and a basketball court be added to the written commitments.

Councilor Tamm seconded the motion. Then stated he had further discussion. He argued in favor of this project, giving details as to why he supported the PUD.

Vote: Yes-4; No-3; Motion carried.(J. Duepner, N. Herron, V. McCarty)

Resolution 26-106: Fiscal Plan for Ordinance 26-10/Marcum Annexation

Staff Planner: Ryan Collingwood

Adoption Consideration: March 23, 2026

Kevin Todd presented for Ryan Collingwood. This is the Fiscal Plan for the Marcum annexation consisting of 2.34 acres located near Grand Park and 186th Street.

The motion to approve was made by: Councilor Huff

Seconded by: Councilor McCarty

Vote: Yes-7; No-0. Motion carried.

Ordinance 26-10: Annexation/Marcum Parcel

Staff Planner: Ryan Collingwood

First Reading & Public Hearing: March 9, 2026

Adoption Consideration: March 23, 2026

This is the Ordinance for the Marcum property annexation presented with the previous Resolution/Fiscal Plan.

The motion to approve was made by: Councilor McCarty

Seconded by: Councilor Huff

Vote: Yes-7; No-0. Motion carried.

Ordinance 26-12: Common Council Creating a New Fund—The Department of Justice (DOJ)

Equitable Sharing Program Fund (Fund 240)

Presented by: Chief Keen

First Reading: March 9, 2026

Adoption Consideration: March 23, 2026

Chief Keen presented Ordinance 26-12 establishing a new fund for the Department of Justice Equitable Sharing Program proceeds, and asked if there were any further questions. There were none.

The motion to approve was made by: Councilor Huff

Seconded by: Councilor McCarty

Vote: Yes-7; No-0. Motion carried.

Ordinance 26-03: BUILT PUD

Staff Planner: Lauren Gillingham-Teague

First Reading: January 26, 2026

APC Public Hearing: March 2, 2026

APC Workshop: Waived

APC Recommendation: March 2, 2026

Adoption Consideration: March 23, 2026

Daine Crabtree with Community Development presented. The PUD consists of 11 acres located on the southwest side of SR

32 and Grey Road north of the Midland Trace Trail. The project is intended for makerspace business suites on the northwest half of the site while leaving the remainder for future trail-oriented development. This item had a public hearing on March 2, and received a unanimous favorable recommendation from APC.

Lisa Claghorn for Church, Church, Hittle and Antrim, representing BUILT, stated there are two significant changes: The PUD now excludes and prohibits automotive and equipment services and prohibits interior storage of vehicles as a primary use.

The motion to approve was made by: Councilor Herron
Seconded by: Councilor McCarty
Vote: Yes-7; No-0. Motion carried.

NEW BUSINESS

Ordinance 26-16: Westfield Playhouse PUD, Amendment I
Staff Planner: Weston Rogers/Council Sponsor: Joe Duepner
First Reading: March 23, 2026
APC Public Hearing: April 6, 2026
APC Workshop: May 18, 2026
APC Recommendation: June 1, 2026
Adoption Consideration: June 8, 2026

Weston Rogers presented the amendment to the Westfield Playhouse PUD. The real estate is approximately 1.7 acres and generally located at 302 N Union St. This proposal would add real estate to the existing PUD to permit a two-story commercial office building to be developed on the property. The ordinance includes proposed architectural elevations, a site plan and a landscape plan.

Matt Skelton of Church, Church Hill and Antrim is representing Schaaf CPA Group, who is planning to build a new office immediately north of the Playhouse. The business is currently located at 110 N Union Street, but the company has outgrown its current location and wishes to keep the business and their employees in the downtown Westfield area. An agreement was made with Christ United Methodist Church to assemble a portion of their property. The amendment attaches a concept plan and requires consistency with the building elevations and ties down a landscaping plan and a parking plan. There will be a neighborhood meeting on April 1st at 6PM at Christ United Methodist Church.

Ordinance 26-14: Grand Park PUD Amendment IV
Staff Planner: Daine Crabtree/Council Sponsor: Joe Duepner
First Reading: March 23, 2026
APC Public Hearing: April 6, 2026
APC Workshop: May 18, 2026
APC Recommendation: June 1, 2026
Adoption Consideration: June 8, 2026

Daine Crabtree presented. This amendment is specific to block N8, which is a 6 acre parcel to permit multifamily dwelling units. Per the ordinance, multifamily units would be required to be developed as part of a mixed-use building and or mixed-use development.

Jenell Fairman addressed the misconceptions about the zoning in the Grand Park area related to the Grand Park Master Plan and Grand Park PUD. Discussion included project phasing, infrastructure coordination, and integration with economic development initiative, including the Ed Carpenter Racing Facility.

Councilor Huff asked about car transporters on really narrow roads with the landscaping. Ms. Fairman stated that they used a "belt and suspenders approach" to the project. Councilor Duepner asked about the timing of construction of Championship Way. Director Fairman stated that the phasing is still in development though the Guaranteed Maximum Price proposal that Keystone Development is bringing to the RDC for approval. Councilor Duepner asked if he understood that the destruction of diamond D-1 and its redevelopment was already approved. Director Fairman explained that these approvals have been made by the RDC. Mayor Willis commented on why Ed Carpenter Racing (ECR) wanted to be exactly where it is going and the plan to have a museum honoring IndyCar racing.

Councilor Wanninger asked about separate obligations and Keystone's obligations to ECR. The proper zoning approval must be approved in order for the project to continue to move forward where the commitments are concerned. The multifamily and mixed-use pieces are separate but need to come in order for bigger commitments. There was further discussion about which development would come first and Councilor Duepner wanted it in a written agreement. ECR needs to come first. The ECR agreement is not tied to Keystone, other than Keystone's agreement to build the pad for ECR.

Joe Calderon, Barnes and Thornburg, and Brian Fritz of Keystone Group addressed the council.

Ordinance 26-15: The Lakes at Freemont PUD

Staff Planner: Weston Rogers/Council Sponsor: Kurt Wanninger

First Reading: March 23, 2026

APC Public Hearing: April 6, 2026

APC Workshop: May 18, 2026

APC Recommendation: June 1, 2026

Adoption Consideration: June 8, 2026

Weston Rogers presented. The real estate is approximately 108 acres in size and is located 1/2 mile north of the intersection of 193rd Street and Freemont Moore Rd. This ordinance proposes a residential community be permitted through the establishment of four residential districts, each with a different type of housing product type.

Jon Dobosiewicz introduced this Fischer Homes community and is looking for a rezone for the Lakes of Freemont near the Atwater PUD. Access to the community will be off of Freemont Moore Road as well as a future connection to Finley Creek to the south and Ironstone by providing sub streets. Multi-use paths will be installed along the frontage of Freemont Moore Rd. The community will contain approximately 30 acres of open space including tree preservation areas. There is a centralized "cabana" area with a pool. There are lawns for flex spaces and other passive amenities. There are four different product types. The Grand Estates Collection (Area A) will include 23 home sites, ranging from \$1.1M to \$1.4M. The Masterpiece Collection (Area B) has 68 home sites ranging from \$775,000 to \$950,000. The Designer 40 Life Collection has 59 patio style home which includes exterior maintenance with prices anticipated between \$500,000 to \$600,000. The final district would face Freemont Moore Rd. and contain specific architecture requirements for all the product types, including masonry on all four sides, and side load garages. An upcoming neighborhood meeting will occur next Monday, March 30th.

Councilor Herron wanted to know if the developer has reached out to other local landowners. Mr. Dobosiewicz shared that there are some other single-family homes sites in the area. The Reynolds family owns 40 acres nearby and the developer will reach out to them. Councilor Duepner asked about the least expensive of the home products, asking for reconsideration as he doesn't believe it's a good fit. Councilor Wanninger asked how many landowners had come together, and the answer was 4, which includes Jim & Diana Payton. Councilor Huff is concerned about sprawl, and he commented that it doesn't just green-light a neighborhood, and he's against anything that extends west of Freemont Moore. Councilor McCarty shares some of Councilor Huff's concerns. Infrastructure and tree preservation were high on his list of concerns.

Ordinance 26-13: Council Authorizing an Additional Appropriation from the DOJ Equitable Sharing Program (# 240)

Presented by: Marla Ailor

First Reading March 23, 2026

Public Hearing & Adoption Consideration: April 13, 2026

Marla Ailor presented. This is a housekeeping item that aligns the city's accounting with the establishment of the Department of Justice Equitable Sharing Program Fund. Previously, forfeiture proceeds were deposited into the Leaf Fund based on information that was available at the time. Those funds have since been identified as federal equitable sharing revenue and are being reclassified to the appropriate fund, which was established tonight to ensure proper checking, tracking and compliance going forward.

Ordinance 26-17: Common Council of the City of Westfield, Indiana Concerning Fund No.255 (Formerly the Westfield Welcome Fund; Now the Community Engagement Fund)

Presented by: Kaitlin Glazier

First Reading: March 12, 2026

Adoption Consideration: April 13, 2026

Kaitlin Glazier presented. The Westfield Welcome Fund 255 was created by Ordinance in 2024. The State Board of Accounts requires that an ordinance list all revenue coming into that fund and all allowable expenditures from that fund. It was brought to the administration's attention that Fund 255 be amended via ordinance to 1) rename the fund from Westfield Welcome to the Community Engagement Fund to align with branding for city events and 2) allow grants to nonprofit entities. The fund is not supported by general fund tax dollars. It is entirely funded through event related revenues like sponsorship and event fees. There are cases where a nonprofit helps the city put on events that help generate revenues. The city would like to be able to afterward enter into a grant agreement with the nonprofit entity with funds that they helped the city generate. The grant agreements would come before council via the claims docket.

Ordinance 26-18: Council Authorizing and Approving an Additional Appropriation from the Operating Balance of the Opioid Distribution Grant Fund
Presented by: Danielle Carey-Tolan
First Reading and Public Hearing: March 23, 2026
Adoption Consideration: April 13, 2026

This item was heard prior to Ordinance 26-17.

Danielle Carey-Tolan presented the request for council approval to approve an additional appropriation of \$25,000 from the City's Opioid Settlement Fund to support Westfield Washington Schools. This is in compliance with the federal funds usage guidelines, supporting early intervention, prevention screening, connection to care and cross-system coordination between schools, family and providers. The schools have used Prime Life Programming for several years and will continue to do so, because we are able to use these funds to aid in the cost.

Public Hearing Open: 9:24 PM/No comments
Public Hearing Closed: 9:24 PM

Resolution 26-120: Council Authorizing Participation in the Remnant Defendants' Settlement (OPIOID Distributor/Dispenser Defendants) and Execution of a Combined Subdivision Participation and Release Form

Presented by: Kaitlin Glazier
Adoption Consideration: March 23, 2026

Kaitlin Glazier presented this item. This is a resolution that deals with a new national settlement with six additional opioid distributors and dispensers. The total is around \$98M. This resolution authorizes Westfield to enter into the settlement and allows the mayor to sign the documents in order to receive any settlement funds.

The motion to approve was made by: Councilor McCarty
Seconded by: Councilor Huff
Vote: Yes-7; No-0. Motion carried.

CITY COUNCIL COMMENTS

MAYOR COMMENTS

ADJOURNMENT

Councilor McCarty made a motion to adjourn
Meeting Adjourned at: 9:30 PM

Clerk-Treasurer

President or Vice President

These minutes are a summary of actions taken at the City of Westfield Council meetings. A full video archive of the meeting is available for viewing at: <https://www.youtube.com/cityofwestfieldin>

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.

April 13, 2026

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

Dated this 13 day of April, 2026

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

Report Date Range: 03/19/26..04/07/26

4/7/2026 12:20 PM

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WESTFIELD\KGAGNON

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Administration									
VEN011986	Bridge Builder Strategies	APP136654	3/24/2026	101001349	ADM-SERVICES	Leadership Coaching	28,465.57		
VEN011840	C L Coonrod and Co	APP136664	3/25/2026	101001331	ADM-CONSULTING	Feb services	2,731.82		
VEN001913	The Bridgewater Club LLC	APP136665	3/25/2026	101001347	ADM-PROMOTIONS	Mayor and Chief Executives	259.05		
VEN012810	Big Impact Group	APP136669	3/25/2026	101001349	ADM-SERVICES	AI program services for	10,000.00		
VEN001537	Payroll	APP136685	3/25/2026	101001111	ADM-SALARY	sal	36,844.61	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101001120	ADM-FICA /MEDICARE	fica	2,165.62	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101001120	ADM-FICA /MEDICARE	med	506.48	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101001121	ADM-PERF	perf	5,231.93	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101001125	ADM-401A MATCHING	401a Match	1,224.03	500001341	3/27/2026
VEN011650	ADVISA	APP136974	4/3/2026	101001334	ADM-	Leading with AI	1,500.00		
VEN002123	Westfield-Washington Schools	APP136975	4/3/2026	101001223	ADM-OFFICE SUPPLIES	Paper	88.44		
VEN011840	C L Coonrod and Co	APP136976	4/3/2026	101001331	ADM-CONSULTING	March services	26,096.87		
VEN001881	Taft Stettinius and Hollister	APP136978	4/3/2026	101001330	ADM-	Feb City Attorney	7,243.50		
VEN012810	Big Impact Group	APP137000	4/2/2026	101001349	ADM-SERVICES	AI program services for	16,250.00		
VEN001881	Taft Stettinius and Hollister	APP137004	4/2/2026	101001330	ADM-	Nov and Dec services	6,756.50		
VEN005717	BChex	APP137053	4/7/2026	101001349	ADM-SERVICES	Background check	14.45		
Subtotal for Administration							145,378.87		
Police									
VEN009277	Nelson and Co LLC	APP136650	3/24/2026	101002229	POLICE-UNIFORMS	Kenja Jenkins New Hire Items	89.85		
VEN009277	Nelson and Co LLC	APP136651	3/24/2026	101002229	POLICE-UNIFORMS	Christopher Hardy New Hire	89.85		
VEN001537	Payroll	APP136685	3/25/2026	101002111	POLICE-SALARY	sal	389,797.68	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101002120	POLICE-FICA/MEDICARE	fica	5,342.42	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101002120	POLICE-FICA/MEDICARE	med	5,449.15	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101002121	POLICE-PERF	77 perf	68,677.96	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101002121	POLICE-PERF	perf	12,675.84	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101002125	POLICE-401A MATCHING	401a Match	634.43	500001341	3/27/2026
VEN012663	Empower	APP136756	3/27/2026	101002120	POLICE-FICA/MEDICARE	SS Opt	17,957.41	500001342	3/27/2026
VEN010715	Illinois Tollway	APP136757	3/26/2026	101002334	POLICE-	Toll charges for Detective	22.10		
VEN000314	C.A.R. Clinic	APP136758	3/23/2026	101002360	POLICE-VEHICLE REPAIR	Vehicle Repair- January	15,038.42		
VEN000859	Hare Chevrolet	APP136759	3/23/2026	101002360	POLICE-VEHICLE REPAIR	Vehicle Service	105.30		
VEN000157	AT and T Mobility	APP136760	3/23/2026	101002349	POLICE-SERVICES	Tower/Area Search by	120.00		
VEN009188	Ultimate Canine	APP136761	3/23/2026	101002355	POLICE-K-9 MAINT	RB's annual certification	399.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 03/19/26..04/07/26

4/7/2026 12:20 PM

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WESTFIELD\KAGAGNON

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									
VEN000942	Imagery LLC	APP136762	3/23/2026	101002355	POLICE-K-9 MAINT	K9 Shirts, Jackets, Hats	1,441.32		
VEN010627	T-Mobile USA	APP136790	3/31/2026	101002349	POLICE-SERVICES	LEA Tracking	165.00		
VEN002123	Westfield-Washington Schools	APP136975	4/3/2026	101002223	POLICE-OFFICE SUPPLIES	Paper	29.48		
VEN012320	Copeland Law LLC	APP136984	4/3/2026	101002330	POLICE-LEGAL	Legal Consulting Merit Board	2,000.00		
VEN000314	C.A.R. Clinic	APP136985	4/3/2026	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	8,387.10		
VEN000917	Humane Society for Hamilton	APP137005	4/6/2026	101002349	POLICE-SERVICES	Strays	11,872.11		
VEN011793	Keystone Cooperative Inc	APP137084	4/7/2026	101002226	POLICE-VEHICLE	Unleaded	14,714.79		
Subtotal for Police							555,009.21		
Economic and Community Development									
VEN001537	Payroll	APP136685	3/25/2026	101003111	ECD-SALARY	sal	57,928.78	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101003111	ECD-SALARY	sal	2,800.00	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101003120	ECD-FICA/MEDICARE	fica	3,501.06	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101003120	ECD-FICA/MEDICARE	fica	173.60	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101003120	ECD-FICA/MEDICARE	med	818.80	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101003120	ECD-FICA/MEDICARE	med	40.60	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101003121	ECD-PERF	perf	8,225.89	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101003125	ECD-401A MATCHING	401a Match	1,904.08	500001341	3/27/2026
VEN012799	Kurt West Garner	APP136979	4/3/2026	101003310	ECD-PLANNING	Historic properties report	5,000.00		
VEN005717	BChex	APP137053	4/7/2026	101003349	ECD-SERVICES	Background check	14.45		
Subtotal for Economic and Community Development							80,407.26		
F and E									
VEN000589	Duke Energy	APP136629	3/23/2026	101004341	F AND E-ELECTRIC	Sta 81	4,195.49	83748	3/24/2026
VEN000589	Duke Energy	APP136630	3/23/2026	101004341	F AND E-ELECTRIC	CSC	300.26	83748	3/24/2026
VEN001537	Payroll	APP136685	3/25/2026	101004111	F AND E-SALARY	sal	25,490.24	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101004120	F AND E-FICA/MEDICARE	fica	1,471.79	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101004120	F AND E-FICA/MEDICARE	med	344.21	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101004121	F AND E-PERF	perf	3,619.61	500001339	3/26/2026
VEN009275	Energy Harness Corp	APP136713	3/19/2026	101004343	F AND E-BUILDING MAINT	CSC interior light repair	125.00		
VEN009275	Energy Harness Corp	APP136713	3/19/2026	101004343	F AND E-BUILDING MAINT	Sta 83 exterior light update	75.00		
VEN012893	Laundry Equipment Company	APP136714	3/19/2026	101004343	F AND E-BUILDING MAINT	Sta 81 Washing machine	502.50		
VEN012745	2nd Shift LLC	APP136716	3/23/2026	101004343	F AND E-BUILDING MAINT	PSB	160.00		

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Fund No. Fund Name									
101 General									
F and E									
VEN001182	Kings III America	APP136717	3/23/2026	101004343	F AND E-BUILDING MAINT	Elevator phone	220.50		
VEN012639	Waypoint Strategies	APP136718	3/23/2026	101004349	F AND E-SERVICES	March Services	5,702.68		
VEN012663	Empower	APP136755	3/27/2026	101004125	F AND E-401A MATCHING	401a Match	999.37	500001341	3/27/2026
VEN002336	Citizens Westfield	APP136846	3/31/2026	101004342	F AND E-WATER/SEWER	CSC	131.79	83828	4/1/2026
VEN002336	Citizens Westfield	APP136847	3/31/2026	101004342	F AND E-WATER/SEWER	Sta 82	239.93	83829	4/1/2026
VEN000733	Freije Engineered Solutions Co	APP136881	4/2/2026	101004343	F AND E-BUILDING MAINT	City Hall HVAC semi annual	419.02		
VEN000733	Freije Engineered Solutions Co	APP136881	4/2/2026	101004343	F AND E-BUILDING MAINT	CSC HVAC thermostat	797.20		
VEN006058	Digital Pneumatics	APP136884	4/2/2026	101004343	F AND E-BUILDING MAINT	PSB	275.00		
VEN011482	Childrens Museum of Indianapolis	APP136915	4/2/2026	101004347	F AND E-PROMOTIONS	WIF	725.00		
VEN012908	Fairyalina Beauty LLC	APP136916	4/2/2026	101004347	F AND E-PROMOTIONS	WIF	1,150.25		
VEN000676	Fabulously Fun Co	APP136917	4/2/2026	101004347	F AND E-PROMOTIONS	WIF	1,080.00		
VEN002346	R Adams Roofing Inc	APP136919	4/2/2026	101004343	F AND E-BUILDING MAINT	CSC	1,548.00		
VEN005717	BChex	APP136923	4/2/2026	101004349	F AND E-SERVICES	Volunteer background check	228.70		
VEN012017	Culligan Ultrapure Inc	APP136924	4/2/2026	101004343	F AND E-BUILDING MAINT	CSC	359.95		
VEN012017	Culligan Ultrapure Inc	APP136924	4/2/2026	101004343	F AND E-BUILDING MAINT	PSB	59.98		
VEN012017	Culligan Ultrapure Inc	APP136924	4/2/2026	101004343	F AND E-BUILDING MAINT	City Hall	35.00		
VEN010310	Premier Commercial Services	APP136972	4/3/2026	101004343	F AND E-BUILDING MAINT	CSC	3,060.13		
VEN010310	Premier Commercial Services	APP136972	4/3/2026	101004343	F AND E-BUILDING MAINT	PSB	1,602.50		
VEN010310	Premier Commercial Services	APP136972	4/3/2026	101004343	F AND E-BUILDING MAINT	PW	914.06		
VEN010310	Premier Commercial Services	APP136972	4/3/2026	101004343	F AND E-BUILDING MAINT	City Hall	448.70		
VEN010310	Premier Commercial Services	APP136972	4/3/2026	101004343	F AND E-BUILDING MAINT	Sta 81	217.94		
VEN010310	Premier Commercial Services	APP136972	4/3/2026	101004343	F AND E-BUILDING MAINT	Camilla	70.00		
VEN000480	CSI Signs	APP136977	4/3/2026	101004349	F AND E-SERVICES	ADA	1,342.00		
VEN000589	Duke Energy	APP137007	4/6/2026	101004341	F AND E-ELECTRIC	Camilla	153.49	83844	4/6/2026
VEN000589	Duke Energy	APP137007	4/6/2026	101004341	F AND E-ELECTRIC	City Hall	60.25	83844	4/6/2026
VEN002336	Citizens Westfield	APP137009	4/6/2026	101004328	F AND E-HEAT/GAS	Sta 81	734.94	83834	4/6/2026
VEN002336	Citizens Westfield	APP137009	4/6/2026	101004342	F AND E-WATER/SEWER	Sta 81	1,279.81	83834	4/6/2026
VEN002336	Citizens Westfield	APP137010	4/6/2026	101004328	F AND E-HEAT/GAS	City Hall	117.81	83835	4/6/2026
VEN002336	Citizens Westfield	APP137010	4/6/2026	101004342	F AND E-WATER/SEWER	City Hall	75.48	83835	4/6/2026
VEN002336	Citizens Westfield	APP137011	4/6/2026	101004328	F AND E-HEAT/GAS	Sta 84	1,211.80	83836	4/6/2026
VEN002336	Citizens Westfield	APP137011	4/6/2026	101004342	F AND E-WATER/SEWER	Sta 84	565.71	83836	4/6/2026
VEN002336	Citizens Westfield	APP137012	4/6/2026	101004342	F AND E-WATER/SEWER	CSC	2,405.59	83837	4/6/2026

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Fund No. Fund Name									
101 General									
F and E									
VEN002336	Citizens Westfield	APP137013	4/6/2026	101004328	F AND E-HEAT/GAS	Sta 83	248.10	83838	4/6/2026
VEN002336	Citizens Westfield	APP137014	4/6/2026	101004328	F AND E-HEAT/GAS	PSB	795.67	83839	4/6/2026
VEN002336	Citizens Westfield	APP137014	4/6/2026	101004342	F AND E-WATER/SEWER	PSB	769.46	83839	4/6/2026
VEN002336	Citizens Westfield	APP137015	4/6/2026	101004342	F AND E-WATER/SEWER	Sta 83	743.76	83840	4/6/2026
VEN005717	BChex	APP137053	4/7/2026	101004349	F AND E-SERVICES	Background check	28.90		
VEN000260	Boldens Cleaning and Restoration	APP137061	4/7/2026	101004343	F AND E-BUILDING MAINT	Sta 81	1,021.75		
VEN000260	Boldens Cleaning and Restoration	APP137067	4/7/2026	101004343	F AND E-BUILDING MAINT	PSB carpet cleaning	1,883.45		
VEN000260	Boldens Cleaning and Restoration	APP137067	4/7/2026	101004343	F AND E-BUILDING MAINT	Sta 84 temp PSB	209.90		
VEN000644	Enviro-max Inc	APP137068	4/7/2026	101004343	F AND E-BUILDING MAINT	Sta 83 water heater	2,376.95		
Subtotal for F and E							72,594.62		
Parks									
VEN001537	Payroll	APP136685	3/25/2026	101005111	PARKS-SALARY	sal	24,598.96	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101005120	PARKS-FICA/MEDICARE	fica	1,477.72	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101005120	PARKS-FICA/MEDICARE	med	345.60	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101005121	PARKS-PERF	perf	3,493.05	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101005125	PARKS-401A MATCHING	401a Match	342.90	500001341	3/27/2026
VEN002336	Citizens Westfield	APP136845	3/31/2026	101005342	PARKS-WATER/SEWER	Parks	141.90	83827	4/1/2026
VEN000589	Duke Energy	APP137008	4/6/2026	101005341	PARKS-ELECTRIC	GRJN	3,946.55	83846	4/6/2026
VEN002336	Citizens Westfield	APP137016	4/6/2026	101005342	PARKS-WATER/SEWER	Parks	582.95	83841	4/6/2026
VEN002336	Citizens Westfield	APP137017	4/6/2026	101005342	PARKS-WATER/SEWER	GRJN	596.05	83842	4/6/2026
VEN003729	Metronet	APP137018	4/6/2026	101005349	PARKS-SERVICES	GRJN	294.18	83845	4/6/2026
VEN005717	BChex	APP137053	4/7/2026	101005349	PARKS-SERVICES	Background check	28.90		
VEN005709	Service Sanitation Inc	APP137071	4/7/2026	101005349	PARKS-SERVICES	Deer Walk	90.15		
VEN005709	Service Sanitation Inc	APP137071	4/7/2026	101005349	PARKS-SERVICES	3233 W 166th	165.70		
VEN009542	H and N Outdoor Services LLC	APP137094	4/7/2026	101005349	PARKS-SERVICES	GRJN mulch	2,250.00		
VEN009542	H and N Outdoor Services LLC	APP137100	4/7/2026	101005349	PARKS-SERVICES	Fire Stations	1,785.00		
VEN009542	H and N Outdoor Services LLC	APP137100	4/7/2026	101005349	PARKS-SERVICES	PSB	1,765.00		
VEN009542	H and N Outdoor Services LLC	APP137100	4/7/2026	101005349	PARKS-SERVICES	Library	2,457.50		
VEN009542	H and N Outdoor Services LLC	APP137100	4/7/2026	101005349	PARKS-SERVICES	High Profile	51,324.98		
VEN009542	H and N Outdoor Services LLC	APP137100	4/7/2026	101005349	PARKS-SERVICES	Low Profile	19,637.00		
VEN009542	H and N Outdoor Services LLC	APP137100	4/7/2026	101005349	PARKS-SERVICES	Sod repair Sta 83	550.00		

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Fund No. Fund Name									
101 General									
Parks									
VEN011808	PIP Printing	APP137105	4/7/2026	101005228	PARKS-SIGNS AND POSTS	Park Signage	345.08		
Subtotal for Parks							116,219.17		
Economic Dev									
VEN010114	Rundell Ernstberger Assoc Inc	APP136653	3/24/2026	101006349	ECONOMIC DEV-SERVICE	Jersey Prelim Design	1,100.00		
VEN001537	Payroll	APP136685	3/25/2026	101006111	ECONOMIC DEV-SALARY	sal	25,883.63	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101006120	ECONOMIC DEV-	fica	1,534.79	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101006120	ECONOMIC DEV-	med	358.92	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101006121	ECONOMIC DEV-PERF	perf	3,675.47	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101006125	ECONOMIC DEV-401A	401a Match	545.00	500001341	3/27/2026
VEN012776	CrossRoad Engineers PC	APP137049	4/6/2026	101006349	ECONOMIC DEV-SERVICE	Jersey Poplar St to Mill	2,081.50		
VEN012405	Westfield High School	APP137050	3/26/2026	101006347	ECONOMIC DEV-	WHS Innovation Competition	2,000.00		
Subtotal for Economic Dev							37,179.31		
Informatics									
VEN001537	Payroll	APP136685	3/25/2026	101007111	IT-SALARY	sal	27,257.30	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101007120	IT-FICA/MEDICARE	fica	1,595.60	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101007120	IT-FICA/MEDICARE	med	373.17	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101007121	IT-PERF	perf	3,870.55	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101007125	IT-401A MATCHING	401a Match	769.43	500001341	3/27/2026
VEN002050	Verizon Wireless	APP136777	3/30/2026	101007332	IT-CELL PHONES	Cell phones and air cards	6,303.43	83820	3/30/2026
VEN012155	Safari Micro Inc	APP136779	3/23/2026	101007389	IT-SOFTWARE LICENSING	Duo	14,116.00		
VEN003729	Metronet	APP136850	3/31/2026	101007349	IT-SERVICES	Denison	145.83	83830	4/1/2026
VEN003729	Metronet	APP136986	4/3/2026	101007335	IT-TELEPHONE	CSC	888.77	83831	4/3/2026
Subtotal for Informatics							55,320.08		
Clerk Treasurer									
VEN004595	Marla Ailor	APP136676	3/25/2026	101008334	CT-	ILMCT Institute school	360.00	83817	3/25/2026
VEN001537	Payroll	APP136685	3/25/2026	101008111	CT-SALARY	sal	22,420.12	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101008120	CT-FICA/MEDICARE	fica	1,349.26	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101008120	CT-FICA/MEDICARE	med	315.55	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101008121	CT-PERF	perf	2,730.55	500001339	3/26/2026
VEN008854	Baker Tilly Municipal Advisors LLC	APP136686	3/25/2026	101008331	CT-CONSULTING	Feb March services	11,617.55		
VEN008854	Baker Tilly Municipal Advisors LLC	APP136686	3/25/2026	101008331	CT-CONSULTING	Jan Feb services	12,021.25		

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Fund No. Fund Name									
101 General									
Clerk Treasurer									
VEN004595	Marla Ailor	APP136687	3/25/2026	101008334	CT-	ILMCT Conference	60.90	83818	3/25/2026
VEN011526	Minuteman Press	APP136712	3/25/2026	101008337	CT-PRINTING	CT Envelopes	1,006.26		
VEN000847	Hamilton County Recorder	APP136724	3/26/2026	101008338	CT-LEGAL NOTICES	Ordinances	150.00	83819	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101008125	CT-401A MATCHING	401a Match	720.50	500001341	3/27/2026
VEN002123	Westfield-Washington Schools	APP136975	4/3/2026	101008223	CT-OFFICE SUPPLIES	Paper	29.48		
VEN000267	Boyce Forms/systems	APP136991	4/6/2026	101008337	CT-PRINTING	Checks	866.68		
VEN000847	Hamilton County Recorder	APP137027	4/6/2026	101008338	CT-LEGAL NOTICES	Annexation	25.00	83832	4/6/2026
VEN000837	Hamilton County Auditor Courthouse	APP137028	4/6/2026	101008338	CT-LEGAL NOTICES	Ordinance	10.00	83833	4/6/2026
VEN008854	Baker Tilly Municipal Advisors LLC	APP137056	4/7/2026	101008331	CT-CONSULTING	1099 Consulting	5,250.00		
Subtotal for Clerk Treasurer							58,933.10		
Mayor									
VEN001537	Payroll	APP136685	3/25/2026	101009111	MAYOR-SALARY	sal	5,097.39	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101009120	MAYOR- FICA/MEDICARE	fica	294.46	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101009120	MAYOR- FICA/MEDICARE	med	68.87	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101009121	MAYOR-PERF	perf	723.83	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101009125	MAYOR-401A MATCHING	401a Match	204.00	500001341	3/27/2026
Subtotal for Mayor							6,388.55		
City Council									
VEN001537	Payroll	APP136685	3/25/2026	101010111	CITY COUNCIL-SALARY	sal	31,618.25	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101010120	CITY COUNCIL-	fica	1,851.88	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101010120	CITY COUNCIL-	med	433.10	500001339	3/26/2026
Subtotal for City Council							33,903.23		
Board of Works									
VEN001537	Payroll	APP136685	3/25/2026	101011111	BOARD OF WORKS-	sal	525.00	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101011120	BOARD OF WORKS-	fica	32.55	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101011120	BOARD OF WORKS-	med	7.61	500001339	3/26/2026
Subtotal for Board of Works							565.16		
Public Works									
VEN000589	Duke Energy	APP136628	3/23/2026	101013341	PW-ELECTRIC	PW	801.56	83748	3/24/2026
VEN000103	American Structurepoint Inc	APP136667	3/25/2026	101013433	PW-INFRAST REPAIR	151st and Towne RAB - CE	2,641.38		
VEN001537	Payroll	APP136685	3/25/2026	101013111	PW-SALARY	sal	69,677.42	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101013120	PW-FICA/MEDICARE	fica	4,221.02	500001339	3/26/2026

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Fund No. Fund Name									
101 General									
Public Works									
VEN001537	Payroll	APP136685	3/25/2026	101013120	PW-FICA/MEDICARE	med	987.17	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101013121	PW-PERF	perf	9,894.18	500001339	3/26/2026
VEN000589	Duke Energy	APP136816	4/1/2026	101013341	PW-ELECTRIC	PW	189.55	83823	4/1/2026
VEN000589	Duke Energy	APP137006	4/6/2026	101013341	PW-ELECTRIC	PW	398.89	83843	4/6/2026
VEN000402	Cintas	APP137051	4/7/2026	101013229	PW-UNIFORMS	Carhartt	123.14		
VEN011743	Tier One Valet LLC	APP137052	4/7/2026	101013349	PW-CONTRACTUAL	March valet parking	1,038.00		
VEN005717	BChex	APP137053	4/7/2026	101013349	PW-CONTRACTUAL	Background check	14.45		
VEN001758	SealMaster Indianapolis	APP137054	4/7/2026	101013472	PW-EQUIPMENT	Hotbox	49,171.20		
VEN012135	Asphalt Materials Inc	APP137058	4/7/2026	101013360	PW-VEHICLE REPAIR	Oil for patcher machine	509.09		
VEN012135	Asphalt Materials Inc	APP137059	4/7/2026	101013360	PW-VEHICLE REPAIR	Oil for patcher machine	496.37		
VEN000166	Auto Outfitters	APP137085	4/7/2026	101013360	PW-VEHICLE REPAIR	Snow Plow parts	579.90		
VEN001676	Riverview Hospital	APP137092	4/7/2026	101013349	PW-CONTRACTUAL	Physical	99.00		
VEN000402	Cintas	APP137096	4/7/2026	101013229	PW-UNIFORMS	Uniforms	88.40		
VEN000402	Cintas	APP137097	4/7/2026	101013229	PW-UNIFORMS	Hoodies	157.23		
VEN000402	Cintas	APP137099	4/7/2026	101013229	PW-UNIFORMS	Uniforms	88.40		
VEN012894	Jack Barrett	APP137103	4/7/2026	101013334	PW-	Parking Road School	10.00		
VEN009426	Best One of Tipton	APP137115	4/7/2026	101013360	PW-VEHICLE REPAIR	Payloader Tire Repair	217.50		
VEN000402	Cintas	APP137121	4/7/2026	101013229	PW-UNIFORMS	Vests and Shirts	1,990.00		
VEN000402	Cintas	APP137122	4/7/2026	101013229	PW-UNIFORMS	Uniforms	91.12		
Subtotal for Public Works							143,484.97		
Communications									
VEN011808	PIP Printing	APP136655	3/24/2026	101020337	COMM-PRINTING	BTD	173.71		
VEN000229	Beth Maier Photography	APP136657	3/24/2026	101020347	COMM-PROMOTIONS	Shamrock Drop	386.00		
VEN001537	Payroll	APP136685	3/25/2026	101020111	COMM-SALARY	sal	17,376.21	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101020120	COMM-FICA/MEDICARE	fica	1,043.41	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101020120	COMM-FICA/MEDICARE	med	244.02	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101020121	COMM-PERF	perf	2,467.43	500001339	3/26/2026
VEN000995	Indianapolis Business Journal	APP136711	3/25/2026	101020347	COMM-PROMOTIONS	Book of Lists	5,408.00		
VEN011808	PIP Printing	APP136719	3/24/2026	101020337	COMM-PRINTING	Whats bldg here	79.93		
VEN012663	Empower	APP136755	3/27/2026	101020125	COMM-401A MATCHING	401a Match	429.65	500001341	3/27/2026
VEN011808	PIP Printing	APP136780	3/26/2026	101020347	COMM-PROMOTIONS	WACD	95.86		
VEN000485	Current Publishing	APP136781	3/26/2026	101020347	COMM-PROMOTIONS	Display Ads	2,425.00		

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Fund No. Fund Name									
101 General									
Communications									
VEN011253	Wander Marketing	APP136921	4/2/2026	101020347	COMM-PROMOTIONS	March events	1,183.91		
VEN012811	Sunbolt	APP136925	4/2/2026	101020347	COMM-PROMOTIONS	Westfield Mayors Youth	11,773.50		
VEN009124	Conway Data Inc	APP136926	4/2/2026	101020347	COMM-PROMOTIONS	Web ads	10.00		
Subtotal for Communications							43,096.63		
Human Resources									
VEN009811	CuraLinc LLC	APP136607	3/20/2026	101022119	HR-HEALTH/DENTAL	EAP Quart	1,615.68	83719	3/20/2026
VEN011892	DWCDC	APP136656	3/24/2026	101022334	HR- TRAINING	Lunch and Learn	250.00		
VEN001537	Payroll	APP136685	3/25/2026	101022111	HR -SALARY	sal	11,626.94	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101022120	HR-FICA/MEDICARE	fica	706.25	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101022120	HR-FICA/MEDICARE	med	165.17	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	101022121	HR-PERF	perf	1,651.02	500001339	3/26/2026
VEN002020	United Healthcare	APP136723	3/26/2026	101022119	HR-HEALTH/DENTAL	March Ins	438,373.01	500001338	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	101022125	HR-401A MATCHING	401a Match	465.31	500001341	3/27/2026
VEN000534	Delta Dental	APP136830	4/1/2026	101022119	HR-HEALTH/DENTAL	April ins	31,392.79	83822	4/1/2026
VEN002020	United Healthcare	APP136839	4/1/2026	101022119	HR-HEALTH/DENTAL	April Ins	442,685.26	500001343	4/1/2026
VEN012337	Standard Insurance Company	APP136841	4/1/2026	101022119	HR-HEALTH/DENTAL	April VSP	3,403.38	83825	4/1/2026
VEN012269	Standard Insurance Company	APP136844	4/1/2026	101022119	HR-HEALTH/DENTAL	April Life	4,155.29	83824	4/1/2026
VEN012715	Hub International Midwest East	APP136848	4/1/2026	101022122	HR- WORKERS COMP	WC Audit eff Jan 25 26	214,947.00	83826	4/1/2026
VEN012715	Hub International Midwest East	APP136849	4/1/2026	101022122	HR- WORKERS COMP	WC endorsement	86,628.00	83826	4/1/2026
Subtotal for Human Resources							1,238,065.10		
Subtotal for Fund 101 General							2,586,545.26		

Fund No. Fund Name

103 Fire Operating

Fire									
VEN001537	Payroll	APP136685	3/25/2026	103012111	FIRE-SALARY	sal	594,343.11	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	103012111	FIRE-SALARY	fire ltd	5,417.35	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	103012120	FIRE-FICA AND MEDICARE	fica	5,412.48	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	103012120	FIRE-FICA AND MEDICARE	med	8,332.14	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	103012121	FIRE-PERF	77 perf	112,106.67	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	103012121	FIRE-PERF	perf	12,797.98	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	103012125	FIRE-401A MATCHING	401a Match	706.07	500001341	3/27/2026

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Fund No. Fund Name									
103 Fire Operating									
Fire									
VEN012663	Empower	APP136756	3/27/2026	103012120	FIRE-FICA AND MEDICARE	SS Opt	30,394.20	500001342	3/27/2026
VEN000920	Huntington National Bank	APP136778	3/25/2026	103012473	FIRE-VEHICLE LEASES	Ambulance	62,430.14		
VEN001341	MES-Indiana	APP136817	4/1/2026	103012229	FIRE-UNIFORMS	jacket	516.24		
VEN001341	MES-Indiana	APP136817	4/1/2026	103012349	FIRE-SERVICES	flow test	4,203.26		
VEN000065	Airgas Mid America	APP136818	4/1/2026	103012224	FIRE-OPERATING	oxygen	1,117.15		
VEN011793	Keystone Cooperative Inc	APP136819	4/1/2026	103012226	FIRE-VEHICLE	fleet fuel	5,088.76		
VEN000266	Bound Tree Medical	APP136820	4/1/2026	103012224	FIRE-OPERATING	ems supplies	2,241.23		
VEN002259	Central Indiana Hardware	APP136821	4/1/2026	103012474	FIRE-CONSTRUCTION	Sta 83 Bunk Room	9,181.04		
VEN007709	MacQueen Emergency Group	APP136822	4/1/2026	103012229	FIRE-UNIFORMS	GLOVES	261.52		
VEN007709	MacQueen Emergency Group	APP136822	4/1/2026	103012360	FIRE-VEHICLE MAINT	TFT	393.79		
VEN009277	Nelson and Co LLC	APP136823	4/1/2026	103012229	FIRE-UNIFORMS	qrtnaster	11,777.78		
VEN000903	Hoosier Fire Equipment	APP136824	4/1/2026	103012229	FIRE-UNIFORMS	jacket repair	630.00		
VEN011949	Sleep Number Corp	APP136825	4/1/2026	103012472	FIRE-EQUIP	mat protect	1,055.88		
VEN008147	Move Over Outfitters Inc	APP136826	4/1/2026	103012229	FIRE-UNIFORMS	qrtnmstr	741.00		
VEN011391	Ryan Flora	APP136827	4/1/2026	103012223	FIRE-OFFICE SUPPLIES	reimbursement	78.44		
VEN011793	Keystone Cooperative Inc	APP136828	4/1/2026	103012226	FIRE-VEHICLE	fleet fuel	1,950.27		
VEN009277	Nelson and Co LLC	APP136829	4/1/2026	103012229	FIRE-UNIFORMS	pants	89.99		
VEN002123	Westfield-Washington Schools	APP136975	4/3/2026	103012223	FIRE-OFFICE SUPPLIES	Paper	58.96		
VEN007709	MacQueen Emergency Group	APP137029	4/6/2026	103012472	FIRE-EQUIP	hose/extinguisher chem	1,593.13		
VEN000488	Custom Truck and Auto	APP137030	4/6/2026	103012360	FIRE-VEHICLE MAINT	trk repairs	87.72		
VEN000065	Airgas Mid America	APP137031	4/6/2026	103012224	FIRE-OPERATING	oxygen for stations	2,305.43		
VEN000266	Bound Tree Medical	APP137032	4/6/2026	103012224	FIRE-OPERATING	ems supplies	2,554.26		
VEN011793	Keystone Cooperative Inc	APP137033	4/6/2026	103012226	FIRE-VEHICLE	fleet fuel	1,861.43		
VEN009277	Nelson and Co LLC	APP137034	4/6/2026	103012229	FIRE-UNIFORMS	DEBAUN	20.70		
VEN010962	MedBill	APP137035	4/6/2026	103012349	FIRE-SERVICES	ambulance billing	10,340.53		
VEN012716	Versiti Inc	APP137036	4/6/2026	103012224	FIRE-OPERATING	blood/plasma	488.00		
VEN010628	Fitness Fixx	APP137037	4/6/2026	103012472	FIRE-EQUIP	preventative maint	893.73		
VEN001341	MES-Indiana	APP137038	4/6/2026	103012229	FIRE-UNIFORMS	gloves	4,198.00		
VEN009426	Best One of Tipton	APP137039	4/6/2026	103012360	FIRE-VEHICLE MAINT	medic 81	720.22		
VEN011793	Keystone Cooperative Inc	APP137084	4/7/2026	103012226	FIRE-VEHICLE	Unleaded	2,040.51		
Subtotal for Fire							898,429.11		
Subtotal for Fund 103 Fire Operating							898,429.11		

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Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN000103	American Structurepoint Inc	APP136668	3/25/2026	201013474	MVH-CONSTRUCTION	CE Services for 181st &	2,152.50		
VEN001537	Payroll	APP136685	3/25/2026	201013111	MVH-SALARY	sal	17,350.88	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	201013120	MVH-FICA/MEDICARE	fica	1,033.98	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	201013120	MVH-FICA/MEDICARE	med	241.82	500001339	3/26/2026
VEN001537	Payroll	APP136685	3/25/2026	201013121	MVH-PERF	perf	2,089.63	500001339	3/26/2026
VEN012663	Empower	APP136755	3/27/2026	201013125	MVH-401A MATCHING	401a Match	154.14	500001341	3/27/2026
VEN012663	Empower	APP136755	3/27/2026	201013125	MVH-401A MATCHING	401a Match	1,025.61	500001341	3/27/2026
VEN000332	Cargill	APP137055	4/7/2026	201013231	MVH-SUBGRADE	Salt	21,296.80		
VEN009613	IMI Aggregates LLC	APP137066	4/7/2026	201013231	MVH-SUBGRADE	Stone	920.84		
VEN000332	Cargill	APP137069	4/7/2026	201013231	MVH-SUBGRADE	Salt	20,017.41		
VEN011793	Keystone Cooperative Inc	APP137070	4/7/2026	201013226	MVH-VEHICLE GAS/	Fuel	831.01		
VEN011793	Keystone Cooperative Inc	APP137084	4/7/2026	201013226	MVH-VEHICLE GAS/	Unleaded	12,188.04		
VEN001778	Shelby Materials	APP137087	4/7/2026	201013232	MVH-STONE	Stone	2,522.00		
VEN000596	E and B Paving Inc	APP137088	4/7/2026	201013433	MVH-INFRASTRUCTURE	Pothole Patching	195.30		
VEN006426	DISA Inc	APP137093	4/7/2026	201013349	MVH-CONTRACTUAL SERV	Drug and Alcohol testing	277.75		
VEN000879	Heritage-Crystal Clean	APP137095	4/7/2026	201013349	MVH-CONTRACTUAL SERV	Vac	863.12		
VEN000332	Cargill	APP137098	4/7/2026	201013231	MVH-SUBGRADE	Salt	22,066.78		
VEN001708	RPM Machinery	APP137106	4/7/2026	201013360	MVH-VEHICLE REPAIR	Back Hoe Wheel	526.66		
VEN001671	Rieth-Riley Construction	APP137107	4/7/2026	201013233	MVH-ASPHALT	Cold mix	409.20		
VEN001671	Rieth-Riley Construction	APP137108	4/7/2026	201013233	MVH-ASPHALT	Cold mix	367.95		
VEN001846	Stoops Freightliner	APP137110	4/7/2026	201013360	MVH-VEHICLE REPAIR	Repair to truck 1991	1,200.60		
VEN001846	Stoops Freightliner	APP137111	4/7/2026	201013360	MVH-VEHICLE REPAIR	Repair to truck 1791	533.60		
VEN012135	Asphalt Materials Inc	APP137118	4/7/2026	201013433	MVH-INFRASTRUCTURE	Amiseal	553.64		
Subtotal for Public Works							108,819.26		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							108,819.26		

Fund No. Fund Name

202 Local Road and Street (LRS)

Public Works									
VEN000921	Huston Electric	APP137057	4/7/2026	202013349	LRS-SERVICES	161st and Oak Ridge	1,133.00		
VEN001277	Macallister Machinery Co	APP137060	4/7/2026	202013432	LRS-SIDEWALK	Concrete work	105.91		
VEN001499	Otto's Parking Marking	APP137063	4/7/2026	202013228	LRS-SIGNS AND POSTS	Mailbox repair	350.00		

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Fund No. Fund Name									
202 Local Road and Street (LRS)									
Public Works									
VEN000808	GreenCycle	APP137089	4/7/2026	202013377	LRS-TREE TRIMMING	Brush dump	120.00		
VEN000808	GreenCycle	APP137090	4/7/2026	202013377	LRS-TREE TRIMMING	Logs	120.00		
VEN000808	GreenCycle	APP137090	4/7/2026	202013377	LRS-TREE TRIMMING	Logs	128.00		
VEN000921	Huston Electric	APP137101	4/7/2026	202013349	LRS-SERVICES	186th and Grand Park Blvd	743.00		
VEN011794	Caldwells Inc	APP137114	4/7/2026	202013432	LRS-SIDEWALK	Cleanfill	679.14		
VEN000921	Huston Electric	APP137117	4/7/2026	202013349	LRS-SERVICES	Wheeler Rd	1,063.99		
Subtotal for Public Works							4,443.04		
Subtotal for Fund 202 Local Road and Street (LRS)							4,443.04		
Fund No. Fund Name									
204 Park Impact									
Parks									
VEN006748	V3 Companies	APP137003	3/30/2026	204005349	PARK IMPACT-SERVICES	Simon Moon Park Phase 2	79,850.00		
Subtotal for Parks							79,850.00		
Subtotal for Fund 204 Park Impact							79,850.00		
Fund No. Fund Name									
205 Greenspace Beautification									
Parks									
VEN000246	Blue Grass Farms	APP137064	4/7/2026	205005349	PARKS GREENSPACE-	Pine trees	775.00		
Subtotal for Parks							775.00		
Subtotal for Fund 205 Greenspace Beautification							775.00		
Fund No. Fund Name									
206 Parks Programming/Events									
Parks									
VEN011882	Avant Garde Limousines	APP137116	4/7/2026	206005347	PARKS PROGRAM-	Feb GRPK overflow	1,620.00		
VEN011882	Avant Garde Limousines	APP137116	4/7/2026	206005347	PARKS PROGRAM-	March GRPK overflow	2,160.00		
Subtotal for Parks							3,780.00		
Subtotal for Fund 206 Parks Programming/Events							3,780.00		

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Fund No. Fund Name									
242 LEAF									
Police									
VEN012906	Lake County Prosecutors	APP136788	3/31/2026	242002472	LEAF-EQUIPMENT	Order of Asset Distribution	328.89		
VEN012907	Lake County Auditors	APP136789	3/31/2026	242002472	LEAF-EQUIPMENT	Order of Asset Distribution	98.67		
VEN012909	Lake County Treasurer	APP136920	4/2/2026	242002472	LEAF-EQUIPMENT	Seized Money	920.89		
Subtotal for Police							1,348.45		
Subtotal for Fund 242 LEAF							1,348.45		
Fund No. Fund Name									
250 Golf Cart									
Police									
VEN012863	David Steckler	APP136885	4/2/2026	250002349	GOLF CART-SERVICE	Reimbursement for Golf Cart	12.50		
VEN012864	Christopher Delk	APP136886	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Permit Refund	12.50		
VEN012866	Kenneth Moore	APP136887	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012867	Kevin Revall	APP136888	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012869	John Randjelovic	APP136889	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012870	Patrick Park	APP136891	4/2/2026	250002349	GOLF CART-SERVICE	Park Golf Cart Refund	12.50		
VEN012871	Michael Hillsman	APP136892	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012872	Gerald Wilson	APP136893	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012873	Greg Mabe	APP136894	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012874	Joanne Cavanaugh	APP136895	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012875	Kim Arbuckle	APP136896	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012876	Kenneth Varnell	APP136898	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012877	Kevin Beck	APP136899	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012878	Steve Williams	APP136900	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012879	Tyler Ford	APP136901	4/2/2026	250002349	GOLF CART-SERVICE	Refund for Golf Cart Permit	12.50		
VEN012880	Linda Schneider	APP136902	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012881	Mike Veal	APP136903	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN004633	David Powers	APP136904	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012883	Kim Stickney	APP136905	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012884	Brian Simpson	APP136906	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012885	Richard Streb	APP136907	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012886	David Clark	APP136908	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012888	Katie Kazemi	APP136909	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		

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Fund No. Fund Name									
250 Golf Cart									
Police									
VEN012889	Marc Thomas	APP136910	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN003833	Brian Cook	APP136911	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012890	Raechel Girardot	APP136912	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012891	Chris LaMothe	APP136913	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
VEN012892	Damon Jarvis	APP136914	4/2/2026	250002349	GOLF CART-SERVICE	Golf Cart Refund	12.50		
Subtotal for Police							350.00		
Subtotal for Fund 250 Golf Cart							350.00		
Fund No. Fund Name									
255 F and E Programming/Events									
F and E									
VEN010131	Grand Junction Brewing Co	APP136715	3/20/2026	255004347	F AND E-EVENT PROG	MTT	1,848.00		
VEN000676	Fabulously Fun Co	APP136882	4/2/2026	255004347	F AND E-EVENT PROG	Spring Swing	2,430.00		
VEN010170	Matt Rawlings	APP136883	4/2/2026	255004347	F AND E-EVENT PROG	Spring Swing	1,300.00		
VEN012005	Ryan Mickens	APP136918	4/2/2026	255004347	F AND E-EVENT PROG	Shamrock Drop	600.00		
VEN011808	PIP Printing	APP137120	4/7/2026	255004347	F AND E-EVENT PROG	Plastic cups with lids	812.50		
Subtotal for F and E							6,990.50		
Subtotal for Fund 255 F and E Programming/Events							6,990.50		
Fund No. Fund Name									
264 Road and Street Improvement (Road Impact)									
Public Works									
VEN005929	WSP USA Inc	APP136572	3/19/2026	264013349	ROAD IMPACT-SERVICES	Task 29	1,370.00	83815	3/24/2026
VEN005929	WSP USA Inc	APP136572	3/19/2026	264013349	ROAD IMPACT-SERVICES	Task 33	2,600.00	83815	3/24/2026
VEN005929	WSP USA Inc	APP136573	3/19/2026	264013349	ROAD IMPACT-SERVICES	Task 29	2,160.00	83815	3/24/2026
VEN000010	A and F Engineering	APP136670	3/25/2026	264013349	ROAD IMPACT-SERVICES	Supplemental 2 Towne Rd &	1,390.00		
VEN009455	STAR Financial Bank	APP136682	3/25/2026	264013131	ROAD IMPACT-TSF	RIF AECOM	64,419.41	500001340	3/25/2026
VEN001364	Midwest Paving LLC	APP137001	3/31/2026	264013474	ROAD IMPACT-	Old 146th St & Towne Road	2,669.60		
VEN001277	Macallister Machinery Co	APP137119	4/7/2026	264013474	ROAD IMPACT-	146th and Towne RAB	535.36		
Subtotal for Public Works							75,144.37		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							75,144.37		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
305 Grand Junction TIF									
RDC									
VEN011892	DWCDC	APP136615	3/23/2026	305018241	GRAND JUNCT TIF-NON	Isotopia Grant	925,000.00	500001336	3/23/2026
VEN002842	Precision Concrete	APP137104	4/7/2026	305018474	GRAND JUNCT TIF-	Curb cut	1,450.00		
VEN001778	Shelby Materials	APP137109	4/7/2026	305018474	GRAND JUNCT TIF-	Park St	2,546.00		
Subtotal for RDC							928,996.00		
Subtotal for Fund 305 Grand Junction TIF							928,996.00		
Fund No. Fund Name									
306 Osborne Trails TIF									
RDC									
VEN000010	A and F Engineering	APP136652	3/23/2026	306018474	OSBORNE TRAILS TIF-	PE Services for 191st St	67,363.90		
Subtotal for RDC							67,363.90		
Subtotal for Fund 306 Osborne Trails TIF							67,363.90		
Fund No. Fund Name									
340 Park District Bond2024									
Parks									
VEN012713	Boyle Construction Management Inc	APP137048	4/7/2026	340005474	PARK DISTRICT BD2024-	Simon Moon Park Phase II	790,530.17		
Subtotal for Parks							790,530.17		
Subtotal for Fund 340 Park District Bond2024							790,530.17		
Fund No. Fund Name									
427 Cum. Capital Development									
Police									
VEN000569	Don Hinds Ford Inc	APP136922	4/2/2026	427002472	CCD-PD EQUIPMENT	26 Ford Bronco	33,486.25		
Subtotal for Police							33,486.25		
Fire									
VEN011571	StudioAxis	APP136999	4/6/2026	427012474	CCD-FD CONSTR COST	Construction of Fire Stations	2,491.82		
Subtotal for Fire							2,491.82		
Public Works									
VEN001168	Kelley Chevrolet	APP137002	3/30/2026	427013472	CCD-PW EQUIPMENT	2026 Chevy Tahoe	43,934.00		
VEN001168	Kelley Chevrolet	APP137020	3/30/2026	427013472	CCD-PW EQUIPMENT	2026 Chevy Equinox	76,592.00		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
427 Cum. Capital Development									
Public Works									
VEN001708	RPM Machinery	APP137086	4/7/2026	427013472	CCD-PW EQUIPMENT	Wheel Loader	232,836.21		
Subtotal for Public Works							353,362.21		
Subtotal for Fund 427 Cum. Capital Development							389,340.28		
Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN000058	AFLAC	APP136586	3/20/2026	701008930	PAYROLL-INS. DED	March ins	8,344.50	19063	3/20/2026
VEN012501	Hamilton County Fire Fighters 4416	APP136677	3/25/2026	701008141	PAYROLL-UNION DUES	Union Dues WFD	123.00	19064	3/25/2026
VEN012501	Hamilton County Fire Fighters 4416	APP136678	3/25/2026	701008141	PAYROLL-UNION DUES	Union Dues 4416	8,250.22	19065	3/25/2026
VEN000959	Indiana Dept Of Revenue	APP136679	3/25/2026	701008923	PAYROLL-STATE	State	37,035.80	701000283	3/25/2026
VEN000959	Indiana Dept Of Revenue	APP136679	3/25/2026	701008923	PAYROLL-STATE	COIT	18,384.97	701000283	3/25/2026
VEN000920	Huntington National Bank	APP136680	3/25/2026	701008131	PAYROLL-EMPLOYER'S	FICA	34,707.55	701000282	3/25/2026
VEN000920	Huntington National Bank	APP136680	3/25/2026	701008132	PAYROLL-EMPLOYER'S	Medicare	19,383.12	701000282	3/25/2026
VEN000920	Huntington National Bank	APP136680	3/25/2026	701008921	PAYROLL-FEDERAL	Federal	131,690.61	701000282	3/25/2026
VEN000920	Huntington National Bank	APP136680	3/25/2026	701008922	PAYROLL-EMPLOYEE FICA	FICA	34,670.32	701000282	3/25/2026
VEN000920	Huntington National Bank	APP136680	3/25/2026	701008922	PAYROLL-EMPLOYEE FICA	Medicare	19,374.40	701000282	3/25/2026
VEN001390	MISDU	APP136681	3/25/2026	701008140	PAYROLL-SUPPORT	Child Support	289.89	19068	3/25/2026
VEN001537	Payroll	APP136683	3/25/2026	701008110	PAYROLL-NET SALARIES	net sal	988,797.05	701000284	3/25/2026
VEN000948	IN Family and Social Services	APP136689	3/25/2026	701008140	PAYROLL-SUPPORT	Child Support	2,256.00	701000285	3/26/2026
VEN011484	Daniel Lambert	APP136709	3/26/2026	701008110	PAYROLL-NET SALARIES	Pay	628.22	19069	3/26/2026
VEN012221	Kaeden Gebhart	APP136710	3/26/2026	701008110	PAYROLL-NET SALARIES	Pay	582.09	19070	3/26/2026
VEN002020	United Healthcare	APP136722	3/26/2026	701008930	PAYROLL-INS. DED	EE and Retirees	27,003.82	701000286	3/26/2026
VEN004836	Nationwide Retirement Solutions	APP136725	3/26/2026	701008931	PAYROLL-401A MATCHING-	Loan	69.68	19071	3/26/2026
VEN001550	PERF	APP136751	3/27/2026	701008133	PAYROLL-PERF	Civilian PERF	76,316.12	701000288	3/27/2026
VEN012663	Empower	APP136752	3/27/2026	701008931	PAYROLL-401A MATCHING-	401a Loans	2,099.43	701000289	3/27/2026
VEN012663	Empower	APP136753	3/27/2026	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	76,838.08	701000290	3/27/2026
VEN000008	77 Police and Fire Fund	APP136754	3/26/2026	701008133	PAYROLL-PERF	Non Civilian PERF	217,982.62	701000287	3/27/2026
VEN012656	Pamela Kielty	APP136807	3/31/2026	701008110	PAYROLL-NET SALARIES	Retro pay	116.71	19072	3/31/2026
VEN005722	Aflac Premium Holding	APP136834	4/1/2026	701008930	PAYROLL-INS. DED	April ins	3,556.15	19073	4/1/2026

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Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN012337	Standard Insurance Company	APP136835	4/1/2026	701008930	PAYROLL-INS. DED	April Retirees ins	60.54	19076	4/1/2026
VEN012269	Standard Insurance Company	APP136836	4/1/2026	701008930	PAYROLL-INS. DED	April Life ins	2,952.95	19075	4/1/2026
VEN000534	Delta Dental	APP136837	4/1/2026	701008930	PAYROLL-INS. DED	Retirees April ins	454.12	19074	4/1/2026
VEN002020	United Healthcare	APP136838	4/1/2026	701008930	PAYROLL-INS. DED	EE and Retiree April ins	27,003.82		
Subtotal for Clerk Treasurer							1,738,971.78		
Subtotal for Fund 701 Payroll							1,738,971.78		
Fund No. Fund Name									
806 UMR									
Clerk Treasurer									
VEN002020	United Healthcare	APP136870	3/20/2026	806008119	UMR GROUP HEALTH	Rx Med	50,236.00	806000264	3/20/2026
VEN002020	United Healthcare	APP136871	3/27/2026	806008119	UMR GROUP HEALTH	Rx Med	42,945.52	806000265	3/27/2026
Subtotal for Clerk Treasurer							93,181.52		
Subtotal for Fund 806 UMR							93,181.52		
Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN001537	Payroll	APP136684	3/25/2026	900016111	STORM-SALARY	net sal	25,237.19	900000453	3/27/2026
VEN001537	Payroll	APP136684	3/25/2026	900016120	STORM-FICA/MEDICARE	fica	1,499.66	900000453	3/27/2026
VEN001537	Payroll	APP136684	3/25/2026	900016120	STORM-FICA/MEDICARE	med	350.74	900000453	3/27/2026
VEN001537	Payroll	APP136684	3/25/2026	900016121	STORM-PERF	perf	3,583.68	900000453	3/27/2026
VEN012663	Empower	APP136808	3/27/2026	900016125	STORM-401A MATCHING	401a Match	548.64	900000454	3/27/2026
VEN002424	IUPPS	APP137062	4/7/2026	900016309	STORM-CONSULTING FEES	March tickets	1,023.15		
VEN012895	Michael Heilmann	APP137072	4/7/2026	900016370	STORMWATER-REFUND	OVER PAYMENT	15.88		
VEN012896	James Cook	APP137073	4/7/2026	900016370	STORMWATER-REFUND	015905-000 OVER	556.18		
VEN012896	James Cook	APP137073	4/7/2026	900016370	STORMWATER-REFUND	024449-000 OVER	715.39		
VEN012897	Deanna Truitt	APP137074	4/7/2026	900016370	STORMWATER-REFUND	OVER PAYMENT	7.66		
VEN012233	Daniel Trump	APP137075	4/7/2026	900016370	STORMWATER-REFUND		10.28		
VEN012898	Dorothy Perry	APP137076	4/7/2026	900016370	STORMWATER-REFUND		11.02		
VEN012899	William Gbelee	APP137077	4/7/2026	900016370	STORMWATER-REFUND		37.16		
VEN012900	Sean Bartram	APP137078	4/7/2026	900016370	STORMWATER-REFUND	OVER PAYMENT	173.19		
VEN012901	Joshua Clark	APP137079	4/7/2026	900016370	STORMWATER-REFUND		12.33		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN012902	Motor Condos LLC	APP137080	4/7/2026	900016370	STORMWATER-REFUND		577.16		
VEN012903	Sharon Fuehring	APP137081	4/7/2026	900016370	STORMWATER-REFUND	OVER PAYMENT	11.21		
VEN011609	Opendoor Property Trust 1	APP137082	4/7/2026	900016370	STORMWATER-REFUND		26.38		
VEN012904	Catalina Realities	APP137083	4/7/2026	900016370	STORMWATER-REFUND	OVER PAYMENT	81.27		
VEN002424	IUPPS	APP137091	4/7/2026	900016309	STORM-CONSULTING FEES	January tickets	776.15		
VEN003987	Indiana Reclamation and Excavating	APP137102	4/7/2026	900016433	STORM-INFRASTRUCTURE	Oldenburg	2,366.95		
VEN003987	Indiana Reclamation and Excavating	APP137102	4/7/2026	900016433	STORM-INFRASTRUCTURE	Fairlands	2,270.51		
VEN012364	Publiq LLC	APP137112	4/7/2026	900016349	STORM-SERVICE	Utility bills	41.44		
VEN012364	Publiq LLC	APP137113	4/7/2026	900016349	STORM-SERVICE	Utility bills	29.60		
Subtotal for Stormwater							39,962.82		
Subtotal for Fund 900 Stormwater							39,962.82		
Posted Invoices Total							7,814,821.46		

Un-Posted Invoices

Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No. Fund Name								
640 Sports Campus Operating								
Grand Park								
VEN012266	Grand Park Sports and Enter LLC	API0007631	4/7/2026	640015474	Sports Campus-Construction	Sport Campus-Construction	150,000.00	Approval Pending
Subtotal for Grand Park							150,000.00	
Subtotal by Fund 640 Sports Campus Operating							150,000.00	
Un-Posted Invoices Total							150,000.00	

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No. Fund Name							
242 LEAF							
Police							
VEN012906	Lake County Prosecutors	ACP003136	3/31/2026	242002472	LEAF-Equipment	LEAF-Equipment	328.89

Report Date Range:

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No. Fund Name							
242	LEAF						
Police							
VEN012907	Lake County Auditors	ACP003137	3/31/2026	242002472	LEAF-Equipment	LEAF-Equipment	98.67
Subtotal for							427.56
Subtotal by Fund 242 LEAF							427.56
Credit Memo Total							427.56



CITY OF WESTFIELD

PROCLAMATION

WHEREAS: in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS: this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: trees can reduce the erosion of our precious topsoil caused by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS: trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and beauty for our community; and

WHEREAS: Westfield is a Tree City USA and recognizes that trees in our City increase property values, enhance the economic vitality of the area, and beautify our community.

NOW, THEREFORE: I, Scott Willis, Mayor of the City of Westfield, do hereby proclaim April 24, 2026 as:

Arbor Day

in the City of Westfield, Indiana, and invite all citizens to duly note this occasion.

IN WITNESS WHEREOF: I, Scott Willis, have hereunto set my hand and caused to be affixed the great seal of the City of Westfield, Indiana, on this 13th day of April 2026.

(City Seal Here)

Scott Willis, Mayor
City of Westfield



CITY OF WESTFIELD

PROCLAMATION

WHEREAS: Ivy Tech Community College is Indiana’s largest postsecondary institution and the state’s engine of workforce development; and

WHEREAS: Ivy Tech Hamilton County plays a vital role in our community and economy by providing accessible, affordable, and industry-aligned education and training to students from all walks of life; and

WHEREAS: Ivy Tech serves as a vital partner to Westfield in our efforts to develop our workforce and economy and contributes nearly \$4 billion to the State of Indiana; and

WHEREAS: Ivy Tech Hamilton County has empowered countless individuals to achieve their academic and career goals and change the trajectory of their life; and

WHEREAS: Ivy Tech Community College has demonstrated leadership in innovation and adaptation, consistently evolving to meet the ever-changing needs of our employers, workforce, and economy; and

WHEREAS: Ivy Tech Community College has earned the respect and admiration of our residents through its unwavering dedication to student and community success; and

WHEREAS: Ivy Tech Community College is celebrating its second-annual Day of Giving to support nearly 200,000 students across the state pursuing “Higher Education at the *Speed of Life*”; and

WHEREAS: it is fitting and proper to recognize the significant impact of Ivy Tech Community College on our community and to honor its esteemed faculty, staff, students, and alumni.

NOW, THEREFORE: I, Scott Willis, Mayor of the City of Westfield, do hereby proclaim Tuesday, April 21, 2026, as:

Ivy Tech Day

in the City of Westfield, Indiana, and urge all citizens to join me in celebrating the contributions of Ivy Tech Community College and in expressing our gratitude for its profound impact on our community.

IN WITNESS WHEREOF: I, Scott Willis, have hereunto set my hand and caused to be affixed the great seal of the City of Westfield, Indiana, on this 13th day of April 2026.

(City Seal Here)

**Scott Willis, Mayor
City of Westfield**

ORDINANCE 26-13

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA, AUTHORIZING AN ADDITIONAL
APPROPRIATION FROM THE DOJ EQUITABLE SHARING PROGRAM FUND
#240**

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

WHEREAS, the Westfield Police Department (“WPD”) has joined the federal Department of Justice’s (“DOJ”) Equitable Sharing Program, ALN Number 16.922 (“Program”), whereby WPD may request an equitable share of the net proceeds of a forfeiture when WPD directly participates in a law enforcement effort that results in a federal forfeiture; and

WHEREAS, in the year 2024, the City received \$26,417.20 from federal forfeitures pursuant to the Program, and

WHEREAS, Pursuant to Ind. Code § 5-13-6-1, which requires timely deposit of public funds regardless of any record of an appropriate fund on the fund ledger, \$26,417.20 was placed in an authorized depository of the City; and

WHEREAS, the deposit of \$26,417.20 was recorded in the LEAF Fund (“Fund No. 242”), which was considered at the time the most appropriate fund available on the fund ledger, but was not appropriated or expended; and

WHEREAS, federal regulations restrict expenditure of equitable shares of net proceeds of forfeitures to purposes that are in addition to, and not replacements of, purposes previously funded from other available resources and, pursuant to that requirement, federal regulations further require that revenue derived from the Program be accounted for separately from other City resources; and

WHEREAS, Fund No. 242 represents City resources inappropriate to be comingled with proceeds from the Program;

WHEREAS, the Council recently created a new fund named the DOJ Equitable Sharing Program Fund (“Fund No. 240”), to track revenues and expenditures related to participation in the Program, which will promote transparency and efficiency, comply

with DOJ and Indiana State Board of Accounts guidance, and be in the best interests of the citizens of the City; and

WHEREAS, Indiana State Board of Accounts guidance provides for an entry to be made in a fund ledger in a current year to reflect a deposit into a correct fund, once such a fund has been established and identified; and

WHEREAS, such an entry will result in an unexpended, unencumbered fund balance of \$26,417.20 in Fund No. 240, which should now be appropriated for purposes in compliance with the restrictions of the Program; and

WHEREAS, the City properly followed the notice and public hearing procedures established by Ind. Code § 6-1.1-18-5, including submission of specific information to the Department of Local Government Finance's computer gateway;

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

Section 1. Recitals. The foregoing recitals are fully incorporated herein by reference.

Section 2. Fund Ledger. The Council hereby notes, acknowledges, and concurs with current year entries by the Clerk Treasurer in the City fund ledger to reflect revenue of \$26,417.20 in Fund No. 240 and corresponding entries in Fund 242.

Section 3. Appropriations. The Council hereby approves an additional appropriation:

Funded from:

The unexpended, unencumbered fund balance of Fund No. 240;

Appropriated for:

Fund No. 240 appropriation line item #240-002-330 – \$26,417.20.

Section 4. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this Ordinance are hereby repealed.

Section 5. Should any parts of this Ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

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

Section 7. The Council, pursuant to its power and ability to manage the finances of the City (Ind. Code § 36-4-4-4), authorizes and directs the Clerk Treasurer to take all actions necessary to efficiently implement the appropriation specified herein.

PASSED THIS _____ DAY OF _____, 2026 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Kurt J Wanninger

Kurt J Wanninger

Kurt J Wanninger

Chad Huff

Chad Huff

Chad Huff

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Joe Duepner

Joe Duepner

Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE 26-13 was delivered to the Mayor of Westfield on the _____ day of _____, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 26-13

I hereby VETO ORDINANCE 26-13

this _____ day of _____,
2026.

this _____ day of _____,
2026.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

This document was prepared March 17, 2026, subject to review by legal counsel, from language suggested by Curtis L. Coonrod, C.L. Coonrod & Co, 3850 Priority Way South, Suite 225, Indianapolis, IN 46240.

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

ORDINANCE 26-17

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA CONCERNING FUND NO. 255 (FORMERLY THE
WESTFIELD WELCOME FUND; NOW THE COMMUNITY ENGAGEMENT FUND)**

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

WHEREAS, guidance in the September 2020 Indiana State Board of Accounts (“SBOA”) Cities and Towns Bulletin provides that the Council may, by ordinance, create as many funds as necessary to operate the City;

WHEREAS, Fund No. 255 was established by Ordinance 24-27, for revenues and expenditures related to Westfield Welcome, a department tasked with providing event programming in the City; and

WHEREAS, to promote transparency and consistency, the Council desires to amend and clarify various information related to Fund No. 255, pursuant to SBOA guidance.

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

Section 1. Recitals. The foregoing recitals are fully incorporated herein by reference.

Section 2. Fund No. 255. Fund No. 255, properly established by Ordinance 24-27, and formerly entitled the Westfield Welcome Fund, is now entitled the Community Engagement Fund.

Section 3. Fund Revenue. The following types of revenue may be deposited into the Community Engagement Fund: event, program, registration, and sponsorship fees.

Section 4. Fund Expenditures. Expenditures from the Community Engagement Fund may be made for the following purposes: event expenditures and marketing, programming operational expenses, and granting funds to nonprofit corporations.

Section 5. Life of the Fund. The Community Engagement Fund shall be perpetual until terminated by a duly passed Ordinance of the Council, and any and all monies in the Community Engagement Fund at the end of a calendar year shall not revert to another fund, but shall remain in the Community Engagement Fund as separate, non-reverting funds.

Section 6. Disposition of Fund Balance. Upon termination of the Community Engagement Fund, the fund balance shall be disposed of as follows: all excess expenses/revenues will be transferred to Fund No. 206.

Section 7. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this Ordinance are hereby repealed.

Section 8. Should any parts of this Ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

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

PASSED THIS _____ DAY OF _____, 2026 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Kurt J Wanninger

Kurt J Wanninger

Kurt J Wanninger

Chad Huff

Chad Huff

Chad Huff

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Joe Duepner

Joe Duepner

Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE 26-17 was delivered to the Mayor of Westfield on the _____ day of _____, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 26-17

I hereby VETO ORDINANCE 26-17

this _____ day of _____, 2024.

this _____ day of _____, 2024.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

This document was prepared by Kaitlin Glazier, City of Westfield, 2728 East 171st Street, Westfield, IN 46074.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ *Kaitlin Glazier*

ORDINANCE 26-18

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA, AUTHORIZING AND APPROVING AN
ADDITIONAL APPROPRIATION FROM THE OPERATING BALANCE OF THE
OPIOID DISTRIBUTION GRANT FUND**

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

WHEREAS, at times, it is necessary to appropriate funds within the approved budget pursuant to Ind. Code § 36-4-7-8;

WHEREAS, the unencumbered balance in the Opioid Distribution Grant Fund No. 567 as of December 31, 2026, is currently projected to exceed \$25,000;

WHEREAS, the City desires to appropriate an additional \$25,000 from the Opioid Distribution Grant Fund No. 567; and

WHEREAS, the City properly followed the notice procedures established by Ind. Code § 6-1.1-18-5 (including submission of specific information to the Department of Local Government Finance’s computer gateway), and held a public hearing on the proposed appropriation.

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

Section 1. Recitals. The foregoing recitals are fully incorporated herein by reference.

Section 2. Additional Appropriation. The Council hereby appropriates the following additional sums of money from the Opioid Distribution Grant Fund No. 567, subject to applicable laws.

From:
Fund 567 Opioid Distribution Grant Fund - \$25,000

To:
Other Services and Charges Line item #567012349 - \$25,000

Section 3. The Council, pursuant to its power and ability to manage the finances of the City (Ind. Code § 36-4-4-4), authorizes and directs the Clerk Treasurer to take all actions necessary to efficiently implement the appropriation specified herein.

Section 4. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 5. Should any parts of this ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 6. This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS _____ DAY OF _____, 2026, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Kurt J Wanninger	_____ Kurt J Wanninger	_____ Kurt J Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ Joe Duepner	_____ Joe Duepner	_____ Joe Duepner
_____ Jon Dartt	_____ Jon Dartt	_____ Jon Dartt
_____ Noah Herron	_____ Noah Herron	_____ Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE 26-18 was delivered to the Mayor of Westfield on the _____ day of _____, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 26-18

I hereby VETO ORDINANCE 26-18

this _____ day of _____,
2026.

this _____ day of _____,
2026.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

This document was prepared March 6, 2026, subject to review by legal counsel, from language suggested by Benjamin Roeger, C.L. Coonrod & Co, 3850 Priority Way South, Suite 225, Indianapolis, IN 46240.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ Benjamin W. Roeger

ORDINANCE NUMBER 26-14

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

“Grand Park PUD, Amendment IV”

This Amendment to a Planned Unit Development District Ordinance (the “**Amendment**”), originally known as GRAND PARK INDOOR SPORTS AND RECREATION FACILITY PUD DISTRICT (Ordinance 14-35), as amended by Ordinance 15-26, Ordinance 17-44 and Ordinance 18-31 where it was renamed the GRAND PARK PUD (collectively, the “**Grand Park PUD Ordinance**”) to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the “**UDO**”), enacted by the City of Westfield pursuant to its authority under the laws of the State of Ind. Code §36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “**Commission**”) considered a petition (Petition No. 2604-PUD-05) requesting an amendment to the Unified Development Ordinance and Zoning Map with regard to the subject real estate identified as part of Lot 3 of the Grand Park Subdivision, a plat which is recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument No. 2014057320 and which will be legally described in the Replat of Lot 3 of Grand Park, more particularly described in **Exhibit A** attached hereto (the “**Real Estate**”);

WHEREAS, the Commission forwarded Petition No. 2604-PUD-05 to the Council with a **favorable** recommendation (Vote: 6 in favor, 0 opposed), in accordance with Indiana Code §36.7-4-608, as required by Indiana Code §36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on April 7, 2026;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Grand Park PUD Ordinance is hereby amended by the provisions of this Amendment. In all other respects, the Grand Park PUD Ordinance shall remain in effect and unchanged. To the extent that the provisions of the UDO or the Grand Park PUD Ordinance conflict with the provisions of this Amendment, the provisions of this Amendment shall prevail.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Amendment, (ii) the Grand Park PUD Ordinance, and (iii) the provisions of the UDO, as amended and applicable to the Real Estate, except as modified, revised, supplemented or expressly made inapplicable by this Amendment.
- 1.3 Chapter (“**Chapter**”) and Article (“**Article**”) cross-references of this Amendment shall hereafter refer to the section as specified and referenced in the UDO.
- 1.4 All provisions and representations of the UDO that conflict with the provisions of this Amendment are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Amendment.

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

Section 3. 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.

The Real Estate shall be developed substantially in compliance with the Concept Plan as determined by the Director of Community Development

Section 4. Illustrative Character Exhibits. The Real Estate shall be developed in substantial compliance with the compilation of images shown in **Exhibit C** as determined by the Director of Community Development. The Character Exhibits are intended to capture the character and quality of architecture, building massing, and a general development objective to be constructed on the Real Estate and do not represent final design.

Section 5. Underlying District. The underlying zoning district for the Real Estate shall be LB: Local Business.

Section 6. Permitted Uses. For the purposes of this Ordinance, Multi-Family Dwellings as part of a mixed-use building or mixed-use development that are developed in substantial compliance with those shown in **Exhibit B** and **Exhibit C** only shall be added to the existing list of Sports Campus Uses as defined in Article 3(A) of Ord. 18-31 and therefore permitted on the Real Estate

Section 7. Development Standards. The standards of Section 3 of the Grand Park PUD Ordinance shall apply to the development of the Real Estate except as otherwise modified in this Section 7.

7.1 Minimum Setback Lines. Section 3.2 of the Grand Park PUD Ordinance is hereby replaced and restated as follows for the Real Estate: Minimum Front Yard, Side Yard and Rear Yard Building Setbacks shall be zero (0) feet.

7.2 Maximum Building Height: 6 Stories

7.3 Project Perimeter Setback: Shall not apply

7.4 Minimum Business Size: Shall not apply

7.5 Maximum Business Size: Shall not apply

7.6 Maximum Aggregate of all Buildings within a single development: Shall not apply

7.7 Development Pattern: Shall be substantially compliant with the Character Exhibits shown in **Exhibit B** and **Exhibit C**.

Section 8. Infrastructure Standards. Infrastructure on the Real Estate shall comply with the Unified Development Ordinance and the City's Construction Standards unless otherwise approved by the Department of Public Works in consideration to the unique design intent of the District.

Section 9. Severability. If any term or provision of this Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Amendment will not be affected.

ALL OF WHICH IS ORDAINED / RESOLVED THIS ____ DAY OF _____, 2026.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Joe Duepner

Joe Duepner

Joe Duepner

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Victor McCarty

Victor McCarty

Victor McCarty

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Kurt Wanninger

Kurt Wanninger

Kurt Wanninger

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 26-14** was delivered to the Mayor of Westfield on the ____ day of _____, 2026, at _____ . m.

Marla Ailor, Clerk Treasurer

I hereby APPROVE ORDINANCE 26-14
this ____ day of _____, 2026.

I hereby VETO ORDINANCE 26-14
this ____ day of _____, 2026.

Scott Willis, Mayor

Scott Willis, Mayor

This document prepared by: Joseph D. Calderon, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204, (317) 231-7787.

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: Joseph D. Calderon

50904646.2

Exhibit A
LEGAL DESCRIPTION

A part of Block A in Grand Park Subdivision, Overall Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana, as per plat thereof, recorded April 19, 2024, as Instrument Number 2024013393, Plat Cabinet 6, Slide 509, in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Block A; thence North 0 degrees 2 minutes 28 seconds East 86.89 feet along the westerly right-of-way line of Grand Park Boulevard and the easterly boundary of said Block A to the point of beginning of this description: thence North 89 degrees 57 minutes 32 seconds West 497.58 feet; thence North 0 degrees 2 minutes 28 seconds East 412.79 feet; thence North 61 degrees 55 minutes 18 seconds East 482.13 feet to the aforementioned westerly right-of-way line and the easterly boundary of said Block A; thence along said westerly right-of-way line and easterly boundary the following two (2) courses: 1) Southerly 285.32 feet along an arc to the right having a radius of 550.00 feet and subtended by a long chord having a bearing of South 14 degrees 49 minutes 13 seconds East and a length of 282.13 feet; 2) South 0 degrees 2 minutes 28 seconds West 367.33 feet to the point of beginning and containing 263,758 square feet or 6.055 acres, more or less.

EXHIBIT A
MAP OF LEGAL DESCRIPTION

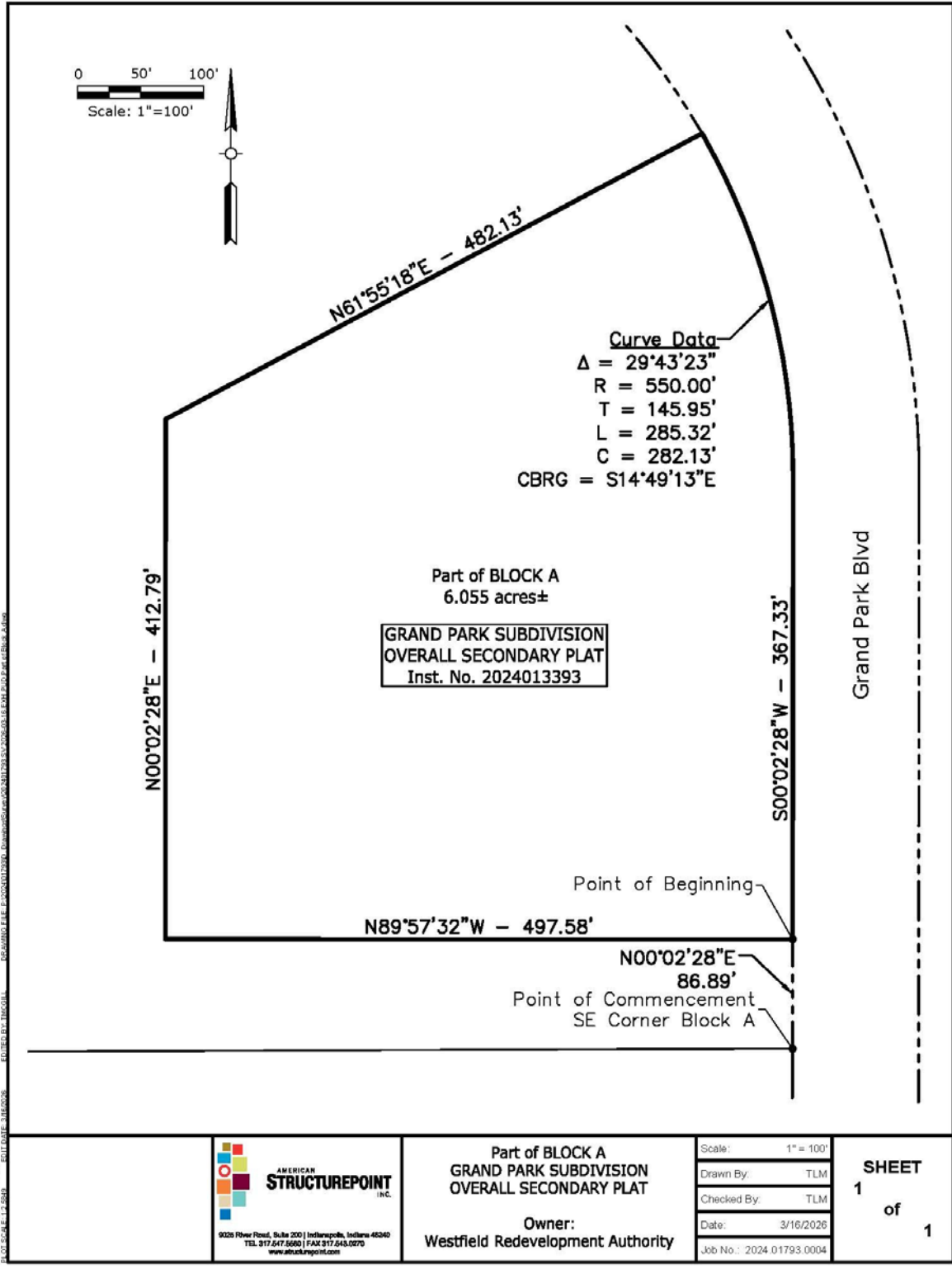


EXHIBIT B CONCEPT PLAN

SITE RENDERING

Exhibit B Concept Plan

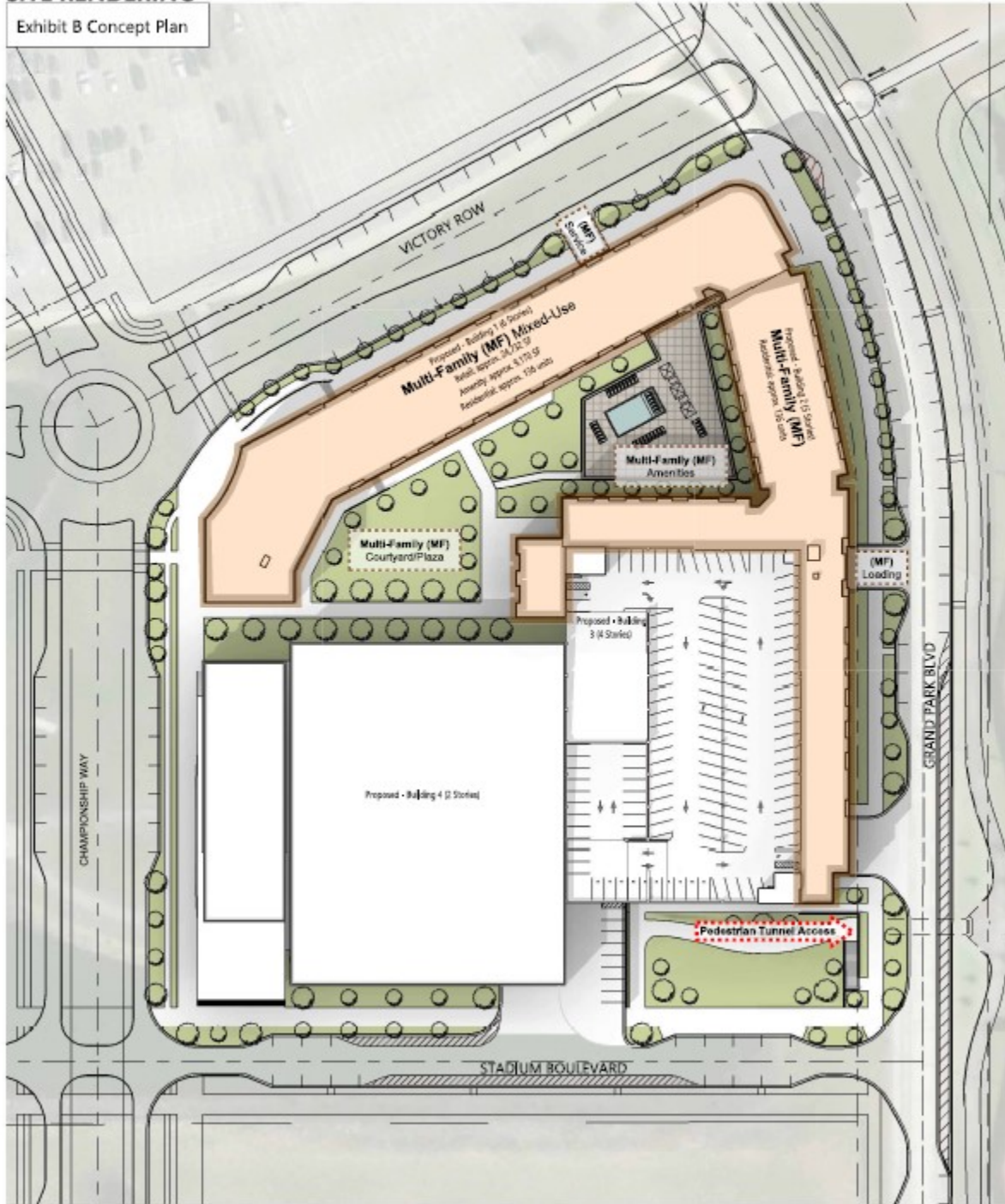


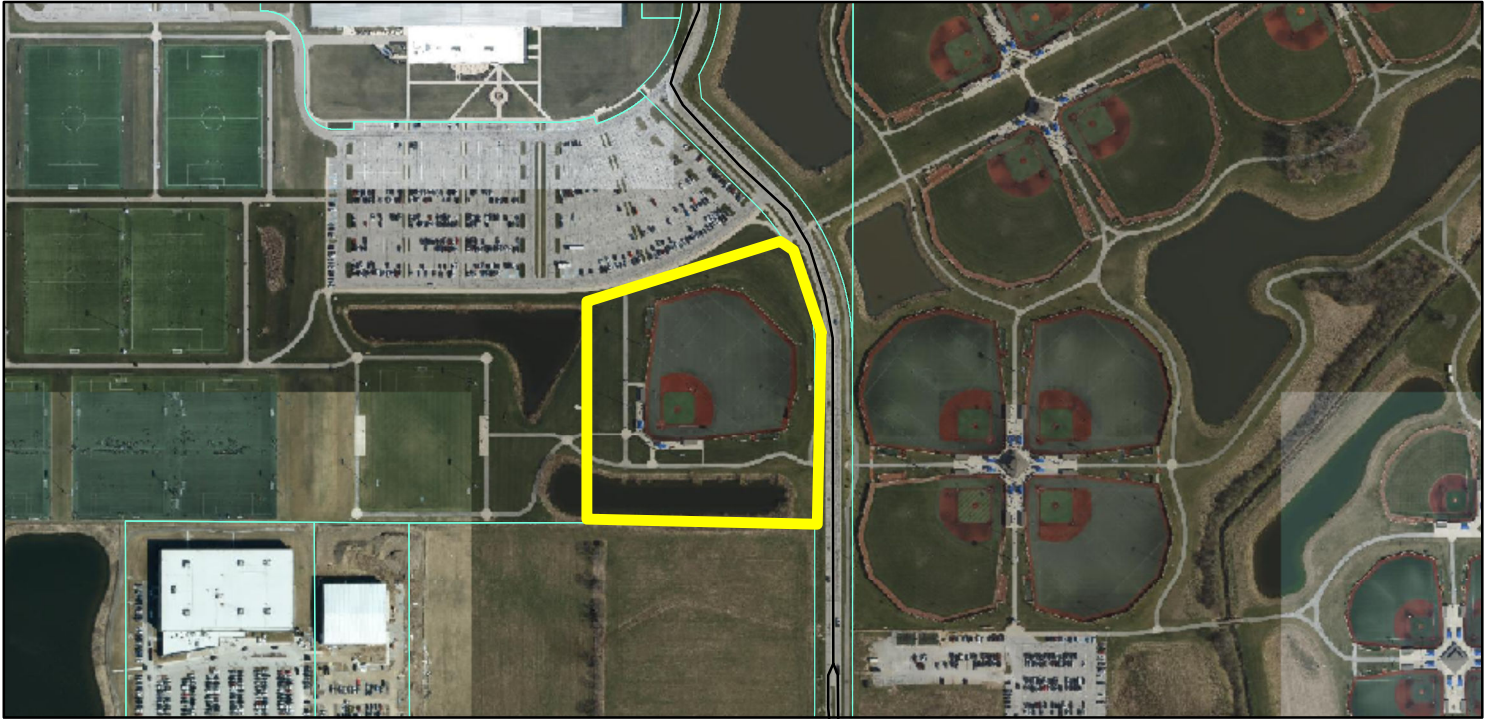
EXHIBIT C
ILLUSTRATIVE CHARACTER EXHIBITS



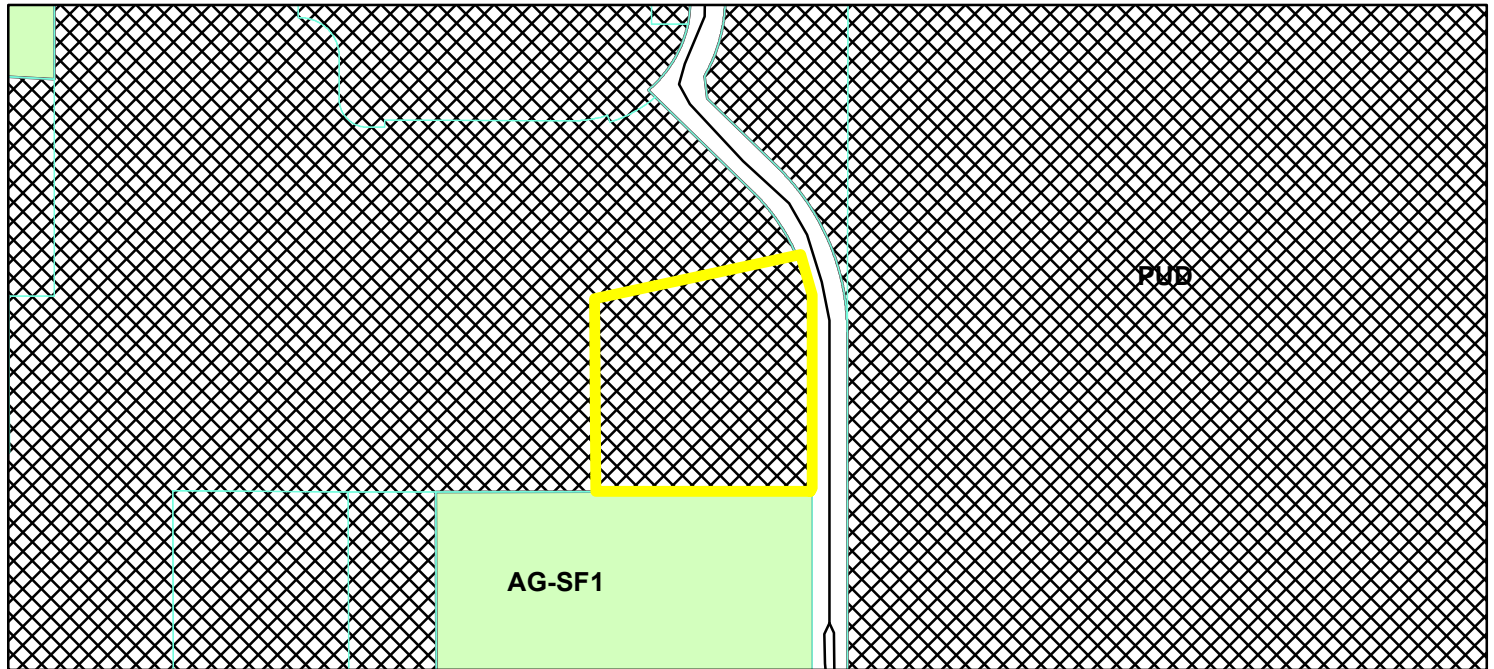






Aerial Location Map


 Site



Zoning Map



 GIS.DBO.PW_Streets
 Parcel
Zoning - All
 AG-SF1 (Agriculture - Single Family - 1)
 PUD (Planned Unit Development)

0 0.05 0.1
 Miles





Westfield City Council Report

Ordinance Number:	26-14
APC Petition Number:	2604-PUD-05 (the “Petition”)
Petitioner:	Keystone Group by Barnes and Thornburg (the “Petitioner”)
Requested Action:	An amendment to the Grand Park PUD to permit multi-family dwellings on 6 acres +/-
Current Zoning:	Grand Park PUD (Ord. 14-35) later amended by Ord. 18-31
Exhibits:	<ol style="list-style-type: none">1. Staff Report2. Location Map3. Proposed Ord. 26-144. Concept Plan5. Character Exhibits6. APC Certification
Prepared by:	Daine Crabtree, Current Planning Manager

PETITION HISTORY

This petition was introduced at the [March 23, 2026](#), City Council meeting. Comments/questions focused primarily on future development agreement parameters outside of the zoning process.

The petition received a public hearing at the [April 6, 2026](#), Advisory Plan Commission (the “APC”) meeting. Subsequent to the public hearing, the APC voted to waive the workshop and forwarded a unanimous (vote: 6-0) favorable recommendation to the City Council.

PROJECT OVERVIEW

Location: The petitioner is requesting to amend the Grand Park PUD specific to a 6 acre +/- parcel on which the former championship baseball field existed; this field is currently being relocated elsewhere on the Grand Park campus.

The sole purpose of the proposed amendment is to permit multi-family dwellings on the property. As seen on the Concept Plan, the multi-family dwellings are proposed to be built in

tandem with an office building and parking garage. The office and parking garage are already permitted by-right via the current Grand Park PUD.

Per the Ordinance, if multi-family dwellings are to be developed on the Property, they must be developed in substantial compliance with both the Concept Plan (**Exhibit 4**) and the Character Exhibits (**Exhibit 5**).

The Grand Park Master Plan, which was adopted by reference with the City Council’s adoption of the new Comprehensive Plan on March 23, 2026, shows this Property as being developed as a mixed-use development in its entirety. As such, this amendment is consistent with what is shown in the Grand Park Master Plan.

ZONING REQUEST

Uses/ Underlying Zoning District

The Ordinance proposes LB: Local Business as the underlying zoning district. However, the ordinance does not propose to permit any uses, other than multi-family dwellings, than are otherwise permitted via the definition of “Sports Campus Uses” as defined in the Grand Park PUD (Ord. 18-31).

Concept Plan

A Concept Plan (see **Exhibit B** of the Ordinance / **Exhibit 4**) for the Property is included within the Ordinance. Substantial compliance with the Concept Plan as determined by the Director of Community Development is required.

Development Standards / Design Standards

Because the Ordinance proposes an underlying zoning district of LB: Local Business, some development standards that would otherwise apply to the property via this district are proposed to be modified to more accurately reflect the design intent for the Grand Park district.

Character Exhibits

If multi-family dwellings are to be developed on the Property, they are required to be developed in substantial compliance with the Illustrative Character Exhibits shown in **Exhibit C** of the proposed Ordinance / **Exhibit 5**.

COMPREHENSIVE PLAN

The Property is located within the “North Area” of the Grand Park Master Plan which was adopted by reference with the City Council’s adoption of the new Comprehensive Plan on March 23, 2026,

The Grand Park District contemplates Sports Technology, Multifamily Developments, Eatertainment, Retail, Family Entertainment, Restaurant, Office and Destination Retail uses.

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

PROCEDURAL

Council First Reading: The petition had its first reading at the March 23, 2026, 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 held at the April 6, 2026, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission’s Rules of Procedure.

Workshop: The workshop for this item was waived by the APC at their April 6, 2026, meeting.

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 6, 2026, meeting the Plan Commission forwarded a unanimous favorable recommendation of this petition to the Council (Vote: 6 in favor, 0 opposed).

City Council

First Reading: March 23, 2026
Eligible for Adoption: April 13, 2026
Submitted by: Daine Crabtree, Current Planning Manager
Community Development Department

EXHIBIT B
CONCEPT PLAN

SITE RENDERING

Exhibit B Concept Plan

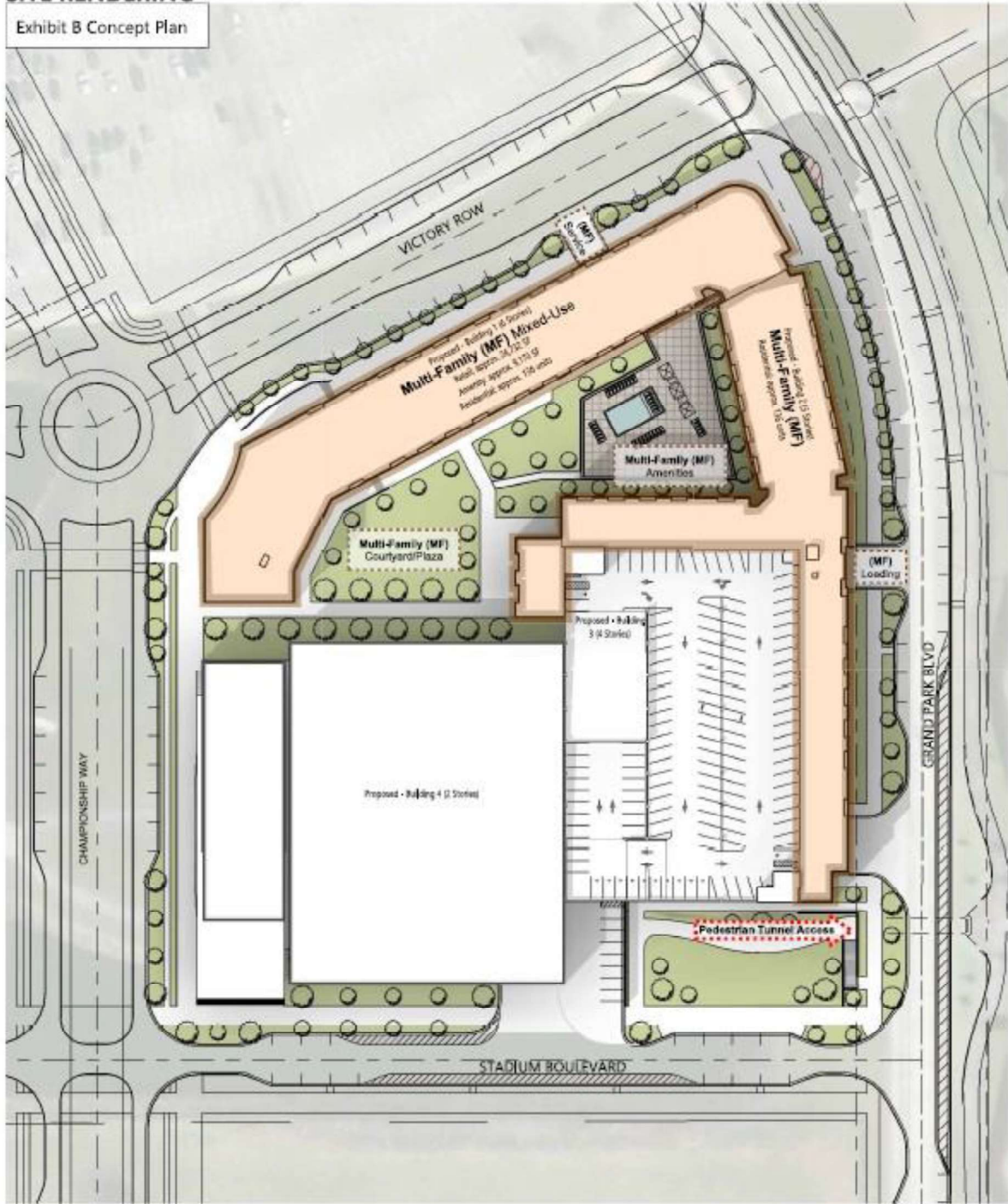
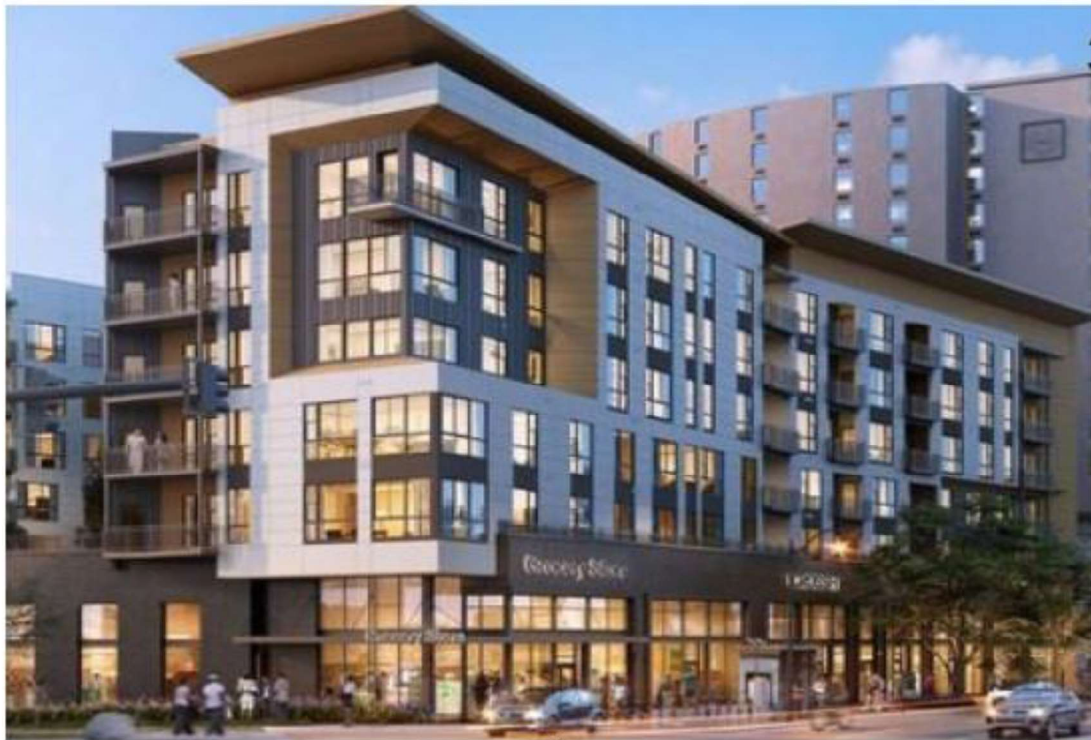


EXHIBIT C
ILLUSTRATIVE CHARACTER EXHIBITS






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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, April 6, 2026, 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.	2604-PUD-05
Ordinance No.	26-14
Petitioner	Keystone Group by Barnes and Thornburg
Description	An amendment to the Grand Park PUD to permit multi-family dwellings on 6 acres +/-

On April 6, 2026, a motion was made and passed to send a favorable recommendation (Vote: 6 in favor, 0 opposed) to the City Council regarding this petition.

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



Kevin M. Todd, Secretary

April 7, 2026

Date

ORDINANCE NO. 26-21

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, REPEALING ORDINANCE NO. 25-85, AUTHORIZING THE ISSUANCE OF ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS TO SUPPORT THE PARK & POPLAR PROJECT, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Westfield, Indiana (the “City”), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Bond Ordinance”) and to carry out its provisions;

WHEREAS, Park & Poplar LLC or an affiliate thereof (the “Company”), desires to finance the design and construction of a parking garage containing approximately 526 parking spaces with public restrooms (such parking garage and related improvements thereto, the “Project”) which it will construct to serve the Company’s development described in Exhibit A hereto all of which is located in the East Side Economic Development Area (collectively, the “Development”);

WHEREAS, the Company has advised the City of Westfield Economic Development Commission (the “Commission”) and the City that it proposes that the City issue its taxable or tax-exempt Economic Development Tax Increment Revenue Bonds, Series 20__ (Park & Poplar Project), in one or more series (with such different or additional series designation determined to be necessary or appropriate) in an aggregate amount not to exceed Nineteen Million Dollars (\$19,000,000) (the “Bonds”), under the Act and provide the proceeds of such Bonds to the Company for the purpose of financing the Project;

WHEREAS, the completion of the Project and the Development results in the diversification of industry, the creation of jobs and the creation of business opportunities in the City;

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the “Public Hearing”) on the proposed issuance of the Bonds to finance the Project;

WHEREAS, on the date specified in the notice of the Public Hearing, the Commission held the Public Hearing on the Project; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council of the City (the “Common Council”) the forms of: (1) a Financing Agreement between the City and the Company (the “Financing Agreement”); (2) a Trust Indenture between a trustee to be selected by the Clerk-Treasurer of the City (the “Trustee”) and the City (the “Indenture”); (3) the Bonds; and (4) this Bond Ordinance (the Financing Agreement, the Indenture, the Bonds, and this Bond Ordinance, collectively, the “Financing Agreements”); and

WHEREAS, the Common Council previously adopted its Ordinance No. 25-85 at its meeting of January 5, 2026 (the “Prior Ordinance”) authorizing the issuance of one or more series of City of Westfield, Indiana Economic Development Lease Rental Revenue Bonds (Park & Poplar

Project) in order to finance the Project; however, in recognition that the Bonds will now be structured as developer-backed bonds to be purchased by the Company or a third-party purchaser selected by the Company, the Common Council now desires to repeal the Prior Ordinance in its entirety;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, THAT:

Section 1. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition, construction and equipping of an “economic development facility” as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, in tending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Project by the issue of the Bonds under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

Section 2. Approval of Financing. The proposed financing of the Project by the issuance of the Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

Section 3. Authorization of the Bonds. The issuance of the Bonds, payable solely from revenues and receipts derived from the Financing Agreements, is hereby authorized.

Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal amount not to exceed Nineteen Million Dollars (\$19,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) for each series of the Bonds, mature on a date not later than twenty-five (25) years after the date of the first draw of principal on such series of the Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the “Purchaser”) in an amount not to exceed eight percent (8.00%) per annum, with such interest payable as provided in the Financing Agreements, and which interest may be taxable or tax-exempt, as determined by the Mayor and the Clerk-Treasurer of the City, with the advice of the City’s bond counsel, prior to the issuance of the Bonds; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and

limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the Bonds. The Mayor is hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to the Purchaser at such prices as are determined on the date of sale and approved by the Mayor of the City.

Section 6. Execution and Delivery of Financing Agreements. The Mayor and the Clerk of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Agreement, the Indenture, and the Bonds, submitted to the Common Council, which are hereby approved in all respects.

Section 7. Changes in Financing Agreements. The Mayor and the Clerk of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof. In particular, at the request of the Company, the Mayor, the Clerk-Treasurer and any other officer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute, attest and deliver a Loan Agreement with the Company (in lieu of the Financing Agreement), in such form as such officers shall approve, such approval to be conclusively evidenced by their execution thereof.

Section 8. Reimbursement from Bond Proceeds. The City hereby declares its intent to issue the Bonds for the purpose of financing the Project, which Bonds will not exceed Nineteen Million Dollars (\$19,000,000), and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to reimburse costs of the Project (including costs of issuing the Bonds) from proceeds of the sale of such Bonds.

Section 9. General. The Mayor and any other officer of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

Section 10. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

Section 11. Repeal. The Prior Ordinance is hereby repealed in its entirety. Furthermore, all other ordinances or resolutions, or parts of ordinances or resolutions, in conflict herewith are hereby repealed.

Section 12. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

Section 13. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

[Signature Page Follows]

**ALL OF WHICH IS HEREBY ADOPTED BY THE COMMON COUNCIL OF THE
CITY OF WESTFIELD, INDIANA, THIS ___ DAY OF _____, 2026.**

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Joe Duepner

Joe Duepner

Joe Duepner

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Victor McCarty

Victor McCarty

Victor McCarty

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Kurt J. Wanninger

Kurt J. Wanninger

Kurt J. Wanninger

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE NO. 26-21 was delivered by me to the Mayor of the City of Westfield, Indiana, on the _____ day of _____, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance No. 26-21
this _____ day of _____, 2026.

I hereby VETO Ordinance No. 26-21
this _____ day of _____, 2026.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

Prepared by: Bradley J. Bingham, Esq.
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

EXHIBIT A

DESCRIPTION OF THE DEVELOPMENT

All or any portion of the acquisition and construction of a mixed-use development, in one or more phases, consisting of: (a) approximately 254 luxury apartments totaling approximately 271,016 square feet; (b) approximately 48 for-rent residential brownstone units consisting of approximately 24 one-bedroom units and approximately 24 two-bedroom units and totaling approximately 59,292 square feet; (c) an amenity center for residential tenants containing approximately 4,650 square feet; (d) approximately 4,200 square feet of retail, restaurant, or other commercial space; (e) a separate retail and/or restaurant building containing approximately 5,000 square feet; (f) two three-story mixed-use buildings each containing approximately 10,000 square feet of retail, restaurant, or other commercial space and 20,000 square feet of class A office space; (g) the Project; (h) approximately 90 surface parking spaces; (i) streetscape improvements along Poplar Street, a trail around or near the perimeter of the project site, stormwater management and regional detention, golf cart parking, and other public amenities; and (j) related improvements; (collectively, the “Development”) to be constructed by the Developer in an area of the City generally described as being located south of Park Street along the Midland Trace Trail and Westfield Boulevard and west of Mill Street in the City.

FINANCING AND LOAN AGREEMENT

Between

PARK & POPLAR, LLC

and

CITY OF WESTFIELD, INDIANA

Dated as of _____ 1, 2026

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

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FINANCING AND LOAN AGREEMENT

This FINANCING AND LOAN AGREEMENT, dated as of _____ 1, 2026 (the “Financing Agreement”) between PARK & POPLAR, LLC, an Indiana limited liability company (the “Borrower”), and the CITY OF WESTFIELD, INDIANA (the “Issuer” or “City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “State”).

PRELIMINARY STATEMENT

WHEREAS, the City of Westfield Redevelopment Commission (the “Redevelopment Commission”) has established the East Side Economic Development Area and, within such area, the Park & Poplar Allocation Area (the “Allocation Area”) located in the City; and

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the Issuer to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1, the City of Westfield Economic Development Commission held a public hearing and the Issuer, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, in order to support the development of the Project, the Issuer intends to issue its Economic Development Tax Increment Revenue Bonds, Series 2026 (Park & Poplar Project – [Federally Taxable]) in the aggregate principal amount of not to exceed \$_____ (the “Series 2026 Bonds”), pursuant to the Trust Indenture, dated as of _____ 1, 2026, between the Issuer and _____, as trustee (the “Indenture”), and intends to provide the proceeds of the Series 2026 Bonds, as and when advanced from time to time, pursuant to the provisions of this Financing Agreement and the Project Agreement (as defined herein) to the Borrower to finance the Project; and

WHEREAS, this Financing Agreement provides for the use of the financing by the Borrower through the issuance of the Series 2026 Bonds by the Issuer; and

WHEREAS, pursuant to the Indenture, the Issuer will assign certain of its rights under this Financing Agreement as security for the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds issued under the Indenture will be payable solely from (i) the Pledged TIF Revenues (as defined herein), [(ii) the Taxpayer Direct Payments made by the Borrower under the Taxpayer Agreement (each as hereinafter defined),] and (iii) to the extent the foregoing sources are insufficient, from the repayment of the loan made hereunder; and

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

(End of Recitals)

ARTICLE I

DEFINITIONS AND EXHIBITS

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

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

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

“Allocation Area” means the Park & Poplar Allocation Area established within the East Side Economic Development Area as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 for the purposes of capturing the TIF Revenues.

“Allocation Fund” means the Park & Poplar Allocation Area Allocation Fund established under Indiana Code 36-7-14-39 with respect to the TIF Revenues.

“Annual Fees” means annual Trustee Fees and any other ongoing fees relating to payment of debt service on the Series 2026 Bonds, not to exceed \$5,000 per year.

“Bond Fund” means the City of Westfield, Indiana – Park & Poplar Project - 2026 Bond Fund established by Section 4.2 of the Indenture.

“Bondholder” or “owner of a Bond” or any similar term means the owner of a Series 2026 Bond.

“Bond Issuance Costs” shall have the meaning assigned thereto in the Indenture.

“Borrower” means Park & Poplar, LLC, together with its successors and assigns under Sections 3.3 and 7.4 hereof.

“Borrower Parties” means, with respect to the Project or any portion thereof or this Financing Agreement: (a)(i) the Affiliates, (ii) developers working under contract with the Borrower or any Affiliate, (iii) joint owners of the Project or any portion thereof, (iv) joint (or other) venturers with the Borrower or any Affiliate, (v) lessees of property in the Allocation Area from the Borrower or any Affiliate, (vi) lessors of property in the Allocation Area to the Borrower or any Affiliate, and (vii) trusts (business or other) established with or for the benefit of the Borrower or any Affiliate or the Project or any portion thereof, and (b) their successors and assigns.

“Construction Account” means the Construction Account of the Construction Fund for the Series 2026 Bonds established in Section 4.4 of the Indenture for the purpose of paying or reimbursing Project Costs.

“Construction Fund” means the Construction Fund for the Series 2026 Bonds established in Section 4.4 of the Indenture.

“Disbursement” means the transfer of all or any portion of Proceeds by the Trustee to the Borrower to pay, or reimburse the Borrower for the prior payment of, Project Costs approved by the City.

“Disbursement Request” shall mean a request from the Borrower for a Disbursement of proceeds of the Series 2026 Bonds from the Construction Account.

“Facilities” means all or a portion of the Project financed with Proceeds, together with all investment earnings thereon.

[“Funding Condition” shall mean a requirement that Borrower invest an amount greater than or equal to \$ _____ in the Project from funds other than the proceeds of the Series 2026 Bonds prior to the Funding Date, as the same shall be determined by Purchaser in its sole discretion, which shall be an express condition to Purchaser’s obligation to make an advancement of the principal amount of the Series 2026 Bonds to the Issuer.]

[“Funding Date” shall mean _____ 1, 20 __, which is the date upon which the proceeds from the sale of the Series 2026 Bonds will be advanced and deposited with the Trustee, on behalf of the Issuer, in accordance with Section 3.2 hereof and the interest on the principal amount of the Series 2026 Bonds will begin to accrue, provided the Funding Condition has been met.]

“Indenture” means the Trust Indenture dated as of _____ 1, 2026 between the Issuer and _____, as trustee, related to the Series 2026 Bonds.

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

“Loan Payments” means the payments to be made by the Borrower pursuant to Section 3.2 herein.

“Ordinance” means Ordinance No. 26-__, adopted by the Common Council of the Issuer on _____, 2026, authorizing the issuance of the Series 2026 Bonds.

“Plans and Specifications” means the plans and specifications for the Project as provided to the Issuer.

“Pledge Resolution” means Resolution No. ____-2026 adopted by the Redevelopment Commission on _____, 2026, irrevocably dedicating and pledging to the Issuer the Pledged TIF Revenues to pay debt service on the Series 2026 Bonds.

“Pledged TIF Revenues” means one hundred percent (100%) of the TIF Revenues received by the Redevelopment Commission and deposited into the Allocation Fund in accordance with the terms of the Pledge Resolution. [For the avoidance of doubt, the term “Pledged TIF Revenues” used herein shall have the same meaning as “Developer Increment Share” as such term is defined and used in the Project Agreement.]

“Proceeds” means the proceeds of the Series 2026 Bonds.

“Project” means the Parking Garage, as defined in the Project Agreement, which is located in, or physically connected to, the Allocation Area.

“Project Agreement” means the Project Agreement dated _____, 2026, between the Redevelopment Commission and the Borrower.

“Project Costs” shall mean costs of the Project.

“Purchaser” means [_____] as purchaser of the Bonds, and its successors and assigns.

“Redevelopment Commission” means the City of Westfield Redevelopment Commission.

“Series 2026 Bonds” means the Issuer’s Economic Development Tax Increment Revenue Bonds, Series 2026 (Park & Poplar Project – [Federally Taxable]), dated _____, 2026, issued pursuant to the Indenture and the Ordinance in the original aggregate principal amount of not to exceed \$ _____.

“State” means the State of Indiana.

[“Taxpayer” means Park & Poplar, LLC.]

[“Taxpayer Agreement” means the Taxpayer Agreement dated as of _____, 2026, among the Taxpayer, the Redevelopment Commission and the Issuer.]

[“Taxpayer Direct Payments” means amounts required to be paid by the Taxpayer to the Redevelopment Commission pursuant to the terms of the Taxpayer Agreement.]

“TIF Revenues” means one hundred percent (100%) of all property taxes derived each year from the assessed valuation of real property in the Allocation Area in excess of the base assessed valuation for the Allocation Area described in Indiana Code 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the Indenture, and deposited into the Allocation Fund. [For the avoidance of doubt, the term “TIF Revenues” shall have the same meaning as “Increment” as such term is defined and used in the Project Agreement.]

“Trustee” means the trustee at the time serving as such under the Indenture.

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

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

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

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

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

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

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

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

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

(End of Article I)

ARTICLE II

REPRESENTATIONS; LOAN OF BOND PROCEEDS

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

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

(b) The Issuer shall issue its Series 2026 Bonds as “draw bonds” in the aggregate principal amount of not to exceed \$_____ (which is expected to occur as a single advance on the Funding Date, provided that the Funding Condition is met), the entirety of which will be loaned to the Borrower, as and when advanced by the Purchaser from time to time, to pay, or to reimburse the Borrower for prior payment of, costs associated with the Project and Bond Issuance Costs, as approved by the Issuer in order to create and retain employment opportunities in the City and to benefit the health and general welfare of the citizens of the City and the State. From such loan amount, as the same is advanced from time to time, the Issuer and the Borrower acknowledge and agree that: (i) [\$_____ shall be deemed to have been received by the Trustee, on behalf of the Issuer, and used to pay the Capitalized Interest Costs (as defined in the Indenture), but which amount shall be retained by the Purchaser, and all of which will be applied to pay Capitalized Interest Costs of the Series 2026 Bonds on _____ 1, 20__]; (ii) \$_____ shall be retained by the Purchaser as a discount for the Series 2026 Bonds; (iii) \$_____ shall be deemed to have been received by the Trustee, on behalf of the Issuer, in order to pay the Bond Issuance Costs, but which amount shall be transferred by the Purchaser on the Funding Date directly to the Borrower as reimbursement for the Borrower’s prior advancement of its own funds to pay the Bond Issuance Costs on the closing date of the Series 2026 Bonds; (iv) \$_____ shall be deposited into the Bond Issuance Expense Account (as defined in the Indenture) and used on the Funding Date to pay the discount points for the Series 2026 Bonds to the Purchaser in accordance with Section 4.4(a) of the Indenture; and (v) \$_____ shall be deposited into the Construction Account and be available to pay, or to reimburse the Borrower for prior payment of, costs associated with the Project, as approved by the Issuer.

(c) The Issuer represents and warrants that the Pledge Resolution has been validly adopted by the Redevelopment Commission, and constitutes the valid and binding obligation of the Redevelopment Commission, enforceable against the Redevelopment Commission in accordance with its terms.

(d) The Issuer represents and warrants that this Financing Agreement has been duly authorized, executed and delivered, and constitutes the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

(e) Based upon information provided by the Borrower to the Issuer, the Issuer has found and determined that the Project qualifies as an “economic development facility” under the Act.

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

(a) It is an Indiana limited liability company, duly organized and validly existing under the laws of the State and authorized to transact business in the State, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) The Project is of the type authorized and permitted by the Act. Borrower assents to the deposit and disposition of the proceeds of the Series 2026 Bonds in the manner specified in the Indenture.

(c) The provision of financial assistance to be made available to it under this Financing Agreement and the Project Agreement from the proceeds of the Series 2026 Bonds, and the commitments therefor made by the Issuer, have induced the Borrower to undertake the Project and such Project will preserve, create and/or retain jobs and employment opportunities within the boundaries of the City. Further, Borrower intends to operate the Project, as an economic development facility under the Act, until the expiration or earlier termination of this Financing Agreement as provided herein.

(d) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Borrower’s Operating Agreement or other organizational document, as the case may be, or any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Borrower to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement, except as may be set forth in this Financing Agreement and the Indenture.

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

(f) The execution and delivery by Borrower of the Project Agreement or this Financing Agreement does not require the consent or approval of, the giving of notice to, the registration

with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(g) This Financing Agreement has been duly executed and delivered by Borrower and constitutes the legal, valid and binding agreement of Borrower, enforceable against Borrower in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of this Financing Agreement is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default by the Borrower under the Project Agreement or this Financing Agreement.

(i) Borrower reaffirms its representations and covenants made in the Project Agreement.

(j) Borrower represents that it shall comply with the reporting and compliance requirements of the City for the purpose of verifying Borrower's compliance with the provisions and representations made herein and in the Project Agreement. Borrower shall provide a report to the City within thirty (30) days following the end of each year the Series 2026 Bonds are outstanding specifying Borrower's compliance with the provisions herein and in the Project Agreement.

(k) All representations, warranties and covenants and any obligations of Borrower in this Financing Agreement shall expire upon repayment of the Series 2026 Bonds.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE ISSUER AND COMPANY

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, other than the rights of the Issuer to execute and deliver supplements and amendments to this Financing Agreement pursuant to Section 6.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 4.1(c) hereof as well as those rights granted to the Issuer under Section 3.5 hereof and Section 6.7 of the Indenture.

Section 3.2. Payment of Principal and Interest; Payment of Pledged TIF Revenues.

(a) In accordance with the Indenture, the Series 2026 Bonds are payable solely and only from [(i) proceeds of the Series 2026 Bonds through and including _____ 1, 20____], (ii) the Pledged TIF Revenues, [(iii) the Taxpayer Direct Payments,] and (iv) to the extent such sources are insufficient, from the repayment of the loan made hereunder to the Borrower. The Borrower covenants to repay the loan in amounts sufficient to pay all debt service due on the Series 2026 Bonds plus Annual Fees, to the extent that Pledged TIF Revenues [and Taxpayer Direct Payments] are insufficient for such purposes.

(b) The Issuer covenants that it shall timely transfer (i) the Pledged TIF Revenues, [(ii) the Taxpayer Direct Payments,] and (iii) any repayments of the loan made hereunder to the Bond Fund, in accordance with the requirements of Section 4.2(b) and Section 4.5 of the Indenture, but no more than shall be necessary for the payment of the principal of and interest on the Series 2026 Bonds due on the immediately succeeding February 1 or August 1 of each year (taking into consideration any amounts currently deposited therein), together with Annual Fees coming due within the next six months.

(c) The balance of any Pledged TIF Revenues in excess of such requirements of the Bond Fund shall be deposited into the Surplus Fund (as defined in the Indenture). At the direction of the Borrower, moneys in the Surplus Fund shall, without further authorization, be used (i) first, to pay principal of and interest on the Bonds when due, (ii) second, to reimburse the Taxpayer for payments made under the Taxpayer Agreement or to reimburse the Borrower for any Loan Payments made under this Financing Agreement, without any accrued interest, (iii) third, to redeem or defease the Bonds, in whole or in part, in accordance with the terms of this Indenture; and (iv) fourth, for any other purpose permitted by law.

(d) The Issuer covenants that it will not issue any other bonds or incur any other obligations payable in whole or in part from the Pledged TIF Revenues without the prior written consent of the Purchaser and the Taxpayer.

Section 3.3. Maintenance of Existence. The Borrower agrees that it will maintain its existence as a limited liability company and will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit

one or more other entities to consolidate or merge with it; *provided, however*, that the foregoing provisions of this Section shall not apply, and the Borrower shall not have any such obligations in the event of: (a)(i) the sale or transfer of all of the ownership interests in the Borrower or of all or substantially all of the assets of the Borrower for which the costs of construction or equipping are being financed with the Proceeds, or a merger, consolidation, reorganization or spin-off involving the Borrower or such assets, either alone or in conjunction with other assets, so long as the surviving, resulting or transferee entity, as the case may be, assumes in writing all of the obligations of the Borrower under this Financing Agreement and, until the expiration of the Project Agreement, the Project Agreement; or (ii) the City having provided Borrower with its prior written consent to any such proposed transaction, which consent shall not be unreasonably withheld, or (b) the occurrence of any transaction described in Section 7.4(b) of this Financing Agreement.

In the event that Park & Poplar, LLC assigns its obligations under this Financing Agreement and the Project Agreement in accordance with the respective terms hereof and thereof, and is no longer the Taxpayer under the Taxpayer Agreement, Park & Poplar, LLC shall provide the Trustee with the successor Taxpayer's contact information.

Section 3.4. Event of Default; Notice; Termination. The Borrower agrees to perform all material obligations required by this Financing Agreement and the Project Agreement (during the term thereof) to be performed by Borrower and to comply with all material provisions of this Financing Agreement and the Project Agreement (during the term thereof) applicable to Borrower, in each case to the extent that a failure to so perform or comply is expressly provided to be an "Event of Default" by Borrower or, with the passage of time or the giving of notice, or both, would constitute an "Event of Default" on the part of Borrower under this Financing Agreement or the Project Agreement. Upon an Event of Default, the City shall provide Borrower with notice of such Event of Default and Borrower shall have thirty (30) days to cure such Event of Default. Should Borrower fail to remedy an Event of Default that is satisfactory to the City, the City may terminate this Financing Agreement and direct the Trustee under the Indenture to withhold any distribution of the Proceeds of the Series 2026 Bonds to the Borrower under the Indenture or take such other action as provided within the Indenture or the Project Agreement (during the term thereof).

Section 3.5. Indemnity The Borrower will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses of the Issuer and the Trustee), causes of action, suits, claims, demands and judgments of any nature arising from or relating to:

- (a) Violation by the Borrower of any agreement or condition of this Financing Agreement;
- (b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, or a part thereof;
- (c) Violation of any law, ordinance or regulation by the Borrower in connection with the Project, or a part thereof;

(d) Any act, failure to act or material misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees; and

(e) The provision of any information or certification furnished by the Borrower to the Bondholders in connection with the issuance and sale of the Series 2026 Bonds or the Project which is materially misleading or false.

The Borrower hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee for so long as the Series 2026 Bonds are outstanding.

The foregoing shall not be construed to prohibit the Borrower from pursuing its remedies against either the Issuer or the Trustee for damages to the Borrower resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of either the Issuer or the Trustee.

Section 3.6. Payment of Bond Issuance Costs of Bonds, Other Fees and Expenses. The Borrower hereby covenants and agrees to pay all Bond Issuance Costs and any related transactional costs, fees or expenses incurred by the Issuer in connection with the issuance of the Series 2026 Bonds, including legal, municipal advisory and/or accounting fees, charges and expenses, Trustee and other fiduciary fees and expenses, and Issuer fees and expenses, all of which are obligations of the Borrower; *provided, however*, pursuant to the terms of the Project Agreement, the Borrower shall have the right to pay such amounts from the proceeds of the sale of the Series 2026 Bonds.

Section 3.7. Completion and Use of Facilities.

(a) Borrower agrees that it has or will, on or before _____, 2026, make, execute, acknowledge and deliver (or cause to be made, executed, acknowledged and delivered) any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power which may be requisite or proper, for the substantial completion (as certified by the Borrower) of the acquisition, construction, expansion, equipping and improvement of the Facilities in substantial compliance with the Plans and Specifications and, upon subsequent completion of the Facilities, the Borrower will operate and maintain the Facilities in such manner as reasonably possible so as to conform with all applicable and material zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

(b) The Issuer shall deposit all proceeds from the sale of the Series 2026 Bonds in the manner specified in Article III of the Indenture, and the Issuer shall maintain such proceeds and funds in the manner specified in Article IV of the Indenture. Under the Indenture, the Trustee, on behalf of the Issuer, is authorized and will be directed from time to time to make payments from the Construction Account to pay for costs of the Facilities approved by the Issuer, or to reimburse Borrower for any costs of the Facilities approved by the Issuer, with any such disbursements to be made in accordance with the terms and conditions of the Indenture, this Financing Agreement, and the Project Agreement. The Borrower shall submit Disbursement Requests in accordance with the terms and conditions of the Project Agreement, and the Issuer agrees to direct such requisitions to the Trustee as may be necessary to effect payments out of the Construction Account for costs of the Facilities approved by the Issuer, all in accordance with Section 4.4(b) of the Indenture, this Financing Agreement and any such terms or conditions set forth in the Project Agreement.

(c) Any moneys remaining in the Construction Account after completion of the Facilities shall be transferred and applied in the manner provided in Section 4.4 of the Indenture.

(d) The Borrower hereby acknowledges receipt of a copy of the Indenture.

Section 3.8. Other Amounts Payable by the Borrower. The Borrower covenants and agrees to pay the following, to the extent that such expenses are not included in the Series 2026 Bonds:

(a) All reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee incurred under the Indenture, as and when the same become due to the extent Pledged TIF Revenues of the Redevelopment Commission are not available.

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

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

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

Notwithstanding anything in this Section 3.8 to the contrary, the Borrower may, without creating an Event of Default as herein defined, after making the payments required by this Section 3.8, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee.

(End of Article III)

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. Events of Default.

(a) Each of the following events is hereby declared an “Event of Default,” that is to say, if:

(i) Failure of the Borrower to pay any amount payable on the loan pursuant to Section 3.2(a) hereof when the same is due and payable; or

(ii) Failure of the Borrower to perform any non-payment related covenant, condition or provision hereof and to remedy such default within 30 days after written notice thereof from the Trustee to the Borrower; provided that, if the failure is of such a nature that it cannot be remedied within 30 days, despite reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the Borrower to remedy the failure, so long as the Borrower: (A) commences to remedy the failure within the 30-day period; and (B) diligently pursues such remedy to completion; or

(iii) [Any event of default as defined in the Taxpayer Agreement or in Section 12 of the Project Agreement on behalf of the Borrower shall occur and be continuing.]

(b) During the occurrence and continuance of any Event of Default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, and in addition to the rights retained by the Issuer as provided in Section 4.1(c) hereof, on behalf of any unpaid Bondholders shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided. The Trustee, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder. If after any Event of Default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, the Borrower will have completely cured such Event of Default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such Event of Default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

(c) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an Event of Default by the Borrower arising from a breach of representations as set forth in Section 2.2 hereof, or a breach of the covenants of the Borrower set forth in Section 3.7 or 3.8 hereof, the Issuer may in its discretion, proceed to protect and enforce its rights under this Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance, including the recovery of reasonable attorney’s fees.

Section 4.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or Issuer is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 4.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee or Issuer to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee and Issuer may be exercised from time to time and as often as may be deemed expedient by the Trustee or Issuer, as the case may be.

(End of Article IV)

ARTICLE V

IMMUNITY

Section 5.1. Extent of Covenants of Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Series 2026 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Series 2026 Bonds, the Indenture, the Project Agreement or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Series 2026 Bonds.

Section 5.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the Pledged TIF Revenues, [the Taxpayer Direct Payments] and any repayments of the loan made hereunder and as otherwise provided under the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article V)

ARTICLE VI

AMENDMENTS TO THIS FINANCING AGREEMENT

Section 6.1. Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VI)

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.

Section 7.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 7.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The Issuer, the Borrower and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Westfield, Indiana
 Attention: Mayor
 2728 E. 171st Street
 Westfield, IN 46074

To the Borrower: Park & Poplar, LLC
 Attention: _____

To the Trustee: _____
 Attention: Corporate Trust Department

Section 7.4. Successors and Assigns.

(a) Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the

Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

(b) The Borrower may assign this Financing Agreement or any of its rights or obligations under this Financing Agreement (i) to one or more of the Borrower Parties, (ii) to their successors and assigns, (iii) to one or more entities acquiring all of the ownership interests of the Borrower or (either alone or as part of the acquisition of other assets of the Borrower) all or substantially all of the assets for which the costs of construction or equipping are being financed with the proceeds of the sale of the Series 2026 Bonds, or (iv) in connection with a merger, consolidation, reorganization or spin-off involving the Borrower or such assets, either alone or in connection with other assets; *provided, however*, the surviving, resulting or transferee entity to whom this Financing Agreement is assigned, as the case may be, shall undertake to assume severally, but not jointly and severally, all of the Borrower's obligations under this Financing Agreement and the Project Agreement.

Section 7.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 7.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article VII)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Financing and Loan Agreement to be executed in their respective names as of the date first above written.

“THE BORROWER”

PARK & POPLAR, LLC, an Indiana limited liability company

By: _____

Printed: _____

Title: Authorized Representative

“THE ISSUER”

CITY OF WESTFIELD, INDIANA

Scott A. Willis, Mayor

Attest:

Marla Ailor, Clerk-Treasurer

*[SIGNATURE PAGE OF THE LOAN AND FINANCING AGREEMENT BETWEEN
PARK & POPLAR, LLC AND THE CITY OF WESTFIELD, INDIANA]*

TRUST INDENTURE

BETWEEN

CITY OF WESTFIELD, INDIANA

AND

_____,
as Trustee

\$ _____

**CITY OF WESTFIELD, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 2026
(PARK & POPLAR PROJECT – [FEDERALLY TAXABLE])**

Dated as of _____ 1, 2026

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the 1st day of _____, 2026, by and between the CITY OF WESTFIELD, INDIANA (“Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana and _____, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America with its Indiana corporate trust office in the City of Indianapolis, Indiana, as Trustee (“Trustee”);

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, 12, 14 and 25 (collectively, “Act”), authorize and empower the Issuer to issue revenue bonds and to provide the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced Park & Poplar, LLC or an affiliate thereof (the “Borrower”), to proceed with the construction of the Project (as hereinafter defined) in the jurisdiction of the Issuer by offering to issue its Economic Development Tax Increment Revenue Bonds, Series 2026 (Park & Poplar Project – [Federally Taxable]) in the aggregate principal amount of not to exceed \$_____ (the “Bonds”), pursuant to this Trust Indenture and to provide the proceeds thereof to the Borrower pursuant to the Financing and Loan Agreement, dated as of _____ 1, 2026, between the Issuer and the Borrower (the “Financing Agreement”) for the purpose of financing certain costs of the Project; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1-4, the Issuer held a public hearing, and upon finding that the Project (as defined herein) and the proposed financing thereof will create additional employment opportunities in the City of Westfield; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

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

WHEREAS, the execution and delivery of this Trust Indenture (the “Indenture”), and the issuance of the Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer (the “Ordinance”); and

WHEREAS, Indiana Code, Title 36, Article 7, Chapter 14 provides that a redevelopment commission of the Issuer may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Bonds; and

WHEREAS, pursuant to this Indenture, the Bonds shall be payable solely from the Trust Estate (as defined herein), including payments derived from the Pledged TIF Revenues (as defined herein), the Taxpayer Direct Payments (as defined herein), the Loan Payments (as defined herein) and the funds and accounts created hereunder; and

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

GRANTING CLAUSE

DIVISION I

All right, title and interest of the Issuer in and to the Pledged TIF Revenues (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument);

DIVISION II

[All right, title and interest of the Issuer in the Taxpayer Direct Payments made by the Borrower pursuant to the Taxpayer Agreement (as defined herein), and all right, title and interest of the Issuer in and to the Taxpayer Agreement (except any rights reserved to the Issuer or the Redevelopment Commission thereunder); and]

DIVISION III

All right, title and interest of the Issuer in the Loan Payments due from the Borrower under the Financing Agreement, and all right, title and interest of the Issuer in and to the Financing Agreement (except the rights reserved to the Issuer thereunder); and

DIVISION IV

All funds and accounts created hereunder and all moneys and securities from time to time held by the Trustee under the terms of this Indenture (except moneys or Qualified Investments deposited with the Trustee pursuant to Section 11.1 hereof) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security hereunder by the Issuer or by anyone in its behalf, or with their written consent to the Trustee

which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

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

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

ARTICLE I.

DEFINITIONS

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

“Annual Fees” means annual Trustee Fees and any other ongoing fees relating to payment of debt service on the Bonds, including any fees payable to the Redevelopment Commission, not to exceed \$5,000 per year.

“Allocation Area” means the Park & Poplar Allocation Area created within the East Side Economic Development Area, as such allocation area may be expanded from time to time.

“Allocation Fund” means the Park & Poplar Allocation Fund established under IC 36-7-14 for the TIF Revenues collected in the Allocation Area.

“Authorized Representative” means any officer of the Borrower as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by its President.

“Bonds” means the City of Westfield, Indiana Economic Development Tax Increment Revenue Bonds, Series 2026 (Park & Poplar Project – [Federally Taxable]) in the aggregate principal amount of not to exceed \$_____.

“Bond Issuance Costs” means the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of bond counsel, fees of the Issuer’s financial advisor, the acceptance fee and first (1st) year annual administration fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower’s accountants and advisers, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Bonds, the costs of preparing or printing the Bonds and the documentation supporting the issuance of the Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred, all of which is a categorical cost of providing for an “economic development project” as defined and set forth in the Act.

“Business Day” means a day on which the office of the Trustee is open for business.

“Borrower” means Park & Poplar, LLC, or its permitted successor or assign, as more fully provided in the Financing Agreement.

[“Capitalized Interest Costs” shall mean a portion of the interest on the Bonds accruing from the Funding Date through and including _____ 1, 20__, which is a categorical cost of providing for an “economic development project” as defined and set forth in the Act.]

“City” means the City of Westfield, Indiana.

“Clerk” or “Clerk-Treasurer” means the Clerk-Treasurer of the City.

“Disbursement Agreement” means the Disbursement Agreement dated _____, 2026, among the Redevelopment Commission, the Borrower and, [_____], as disbursement review agent.

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

“Financing Agreement” means the Financing and Loan Agreement, dated as of _____ 1, 2026, between the Borrower and the Issuer and all amendments and supplements thereto.

“Fiscal Year” shall mean a period of twelve consecutive months constituting the fiscal year of the Borrower commencing on the first day of January of any year and ending on the last day of December of such year, both inclusive, or such other period as hereafter may be established from time to time for budgeting and accounting purposes by the Borrower or by the governing body of any successor entity to the Borrower.

[“Funding Condition” shall mean a requirement that Borrower invest an amount greater than or equal to \$_____ in the Project from funds other than the proceeds of the Bonds prior to the Funding Date, as the same shall be determined by Purchaser in its sole discretion, which shall be an express condition to Purchaser’s obligation to make an advancement of the principal amount of the Bonds to the Issuer.]

[“Funding Date” shall mean _____ 1, 20____, which is the date upon which the proceeds from the sale of the Bonds will be advanced and deposited with the Trustee, on behalf of the Issuer, in accordance with Section 3.2 hereof and the interest on the principal amount of the Bonds will begin to accrue, provided the Funding Condition has been met.]

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

“Interest Payment Date” on the Bonds means each February 1 and August 1, commencing on _____ 1, 20__.

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

“Loan Payments” means amounts required to be paid by the Borrower to the Issuer pursuant to Section 3.2 of the Financing Agreement.

“Opinion of Counsel” shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Borrower.

“Ordinance” means 26-___, adopted by the Common Council of the Issuer on _____, 2026, authorizing the issuance of the Bonds.

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

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

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

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

“Paying Agent” means _____, in its capacity as paying agent hereunder, and any successor paying agent or co-paying agent.

“Pledged TIF Revenues” means [one hundred percent (100%)] of the TIF Revenues received by the Redevelopment Commission and deposited into the Allocation Fund in accordance with the terms of the Pledge Resolution. [For the avoidance of doubt, the term “Pledged TIF Revenues” used herein shall have the same meaning as “Developer Increment Share” as such term is defined and used in the Project Agreement.]

“Pledge Resolution” means Resolution No. ___-2026 adopted by the Redevelopment Commission on _____, 2026, irrevocably dedicating and pledging to the Issuer the Pledged TIF Revenues to pay debt service on the Bonds.

“Project” means, the Parking Garage, as defined in the Project Agreement, which is located in, or physically connected to, the Allocation Area.

“Project Agreement” means the Project Agreement dated _____, 2026, between the Redevelopment Commission and the Borrower.

“Project Costs” means costs of the Project.

“Purchaser” means [_____] as purchaser of the Bonds, or its successors or assigns.

“Qualified Investments” mean those investments in: (i) Governmental Obligations; (ii) other investments permitted by Indiana Code 5-13, as amended from time to time; (iii) money market funds (including any money market fund for which the Trustee or any affiliate of the Trustee provides services for a fee) the assets of which are obligations or, or guaranteed by, the United States of America and which funds are rated at the time of purchase “Aaa” or “Am-G” (or

their equivalent) or higher by S&P; (iv) deposits constituting an obligation of a bank, as defined by the Indiana Banking Act, Indiana Code 28-2, as amended (including deposits offered by the Trustee and its affiliates), whose outstanding unsecured long-term issuer is rated at the time of deposit in any of the three highest rating categories by any rating agency; and (v) U.S. Dollar denominated deposit accounts, federal funds and banker's acceptances with domestic banks whose short term certificates of deposit are rated on the date of the purchase in any of the three highest rating categories by any rating agency.

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

“Redevelopment Commission” means the City of Westfield Redevelopment Commission.

“Requisite Bondholders” means the holders of a majority in aggregate principal amount of Bonds.

[“Taxpayer” means Park & Poplar, LLC.]

[“Taxpayer Agreement” means the Taxpayer Agreement dated as of _____, 2026, among the Taxpayer, the Redevelopment Commission and the Issuer.]

[“Taxpayer Direct Payments” means amounts required to be paid by the Taxpayer pursuant to the terms of the Taxpayer Agreement.]

“TIF Revenues” means one hundred percent (100%) of all property taxes derived each year from the assessed valuation of real property in the Allocation Area in excess of the base assessed valuation for the Allocation Area described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of this Indenture, and deposited into the Allocation Fund. [For the avoidance of doubt, the term “TIF Revenues” shall have the same meaning as “Increment” as such term is defined and used in the Project Agreement.]

“Trust Estate” means the funds and accounts created hereunder and includes the Pledged TIF Revenues, Taxpayer Direct Payments, Loan Payments and other assets described in the Granting Clauses of this Indenture.

“Trustee” means _____, Indianapolis, Indiana, in its capacity as trustee hereunder, the party of the second part hereto, and any successor trustee or co-trustee.

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

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

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar

import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

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

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

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

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

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

Exhibit A: Bond Issuance Costs

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.8 hereof) that may be issued is hereby expressly limited to \$ _____.

Section 2.2. Issuance of Bonds. The Bonds shall be designated “City of Westfield, Indiana Economic Development Tax Increment Revenue Bonds, Series 2026 (Park & Poplar Project – [Federally Taxable]).” The Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of \$100,000 and any \$1.00 integral multiples thereafter and shall be lettered and numbered R-1 and upward. The Bonds shall be issued as “draw bonds” with the purchase price thereof payable to the Issuer in one or more advances to the Issuer (which is expected to occur as a single advance on the Funding Date, provided that the Funding Condition has been met as Purchaser shall determine in its sole discretion). Interest on the Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date (defined below) next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the main office of the Paying Agent and mailed to such Bondholder on each Interest Payment Date. The “Special Record Date” shall be the date established by the Trustee for the payment of defaulted interest. The Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 20___. Notwithstanding anything herein to the contrary, interest shall not accrue on the Bonds until principal has been advanced on the Funding Date pursuant to Section 3.2 hereof.

The Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, or (ii) it is the initial Interest Payment Date, in which case they shall bear interest from the Funding Date. Provided, however, notwithstanding the foregoing, interest shall not accrue on the Bonds until principal has been advanced pursuant to Section 3.2 hereof. However, if interest on the Bonds shall be in default as shown by the records of the Trustee, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds or, if no interest has been paid on the Bonds, from the date of issuance and delivery of the Bonds.

The Bonds shall be issued as a single term bond maturing on _____ 1, 20___, bearing interest at the rate of eight percent (8.00%) per annum, and shall be subject to mandatory sinking

fund redemption in accordance with Section 5.1 hereof. The principal of the Bonds shall be advanced pursuant to Section 3.2 hereof in connection with payment of the purchase price for the Bonds in one or more installments by the Purchaser.

Section 2.3. Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. All payments on the Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Bonds by check mailed to the registered owner thereof as shown on the registration books of the Trustee. Notwithstanding the foregoing, each registered owner of \$1,000,000 or more in principal amount of the Bonds shall be entitled to receive interest and principal payments by wire transfer of immediately available funds on each payment date by providing written wire instructions to the Trustee before the Record Date for such payment. The Trustee shall be instructed to wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City time). Notwithstanding anything herein to the contrary, the registered owner of the Bonds shall only be required to surrender or present the Bonds for payment upon the final maturity or redemption in full.

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

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the Trust Estate (including the Pledged TIF Revenues, Taxpayer Direct Payments and Loan Payments) pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bond. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Westfield Economic Development Commission (“Commission”), or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and neither the

Redevelopment Commission, the Commission nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

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

Section 2.6. Form of Bonds. The Bonds and the Trustee’s certificate of authentication to be endorsed thereon are all to be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

(Form of Bond)

2026-R-1

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF WESTFIELD, INDIANA

ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BOND
 SERIES 2026 (PARK & POPLAR PROJECT – [FEDERALLY TAXABLE])

<u>MATURITY</u> <u>DATE</u>	<u>INTEREST</u> <u>RATE</u>	<u>ORIGINAL</u> <u>DATE</u>	<u>AUTHENTICATION</u> <u>DATE</u>
_____ 1, 20__	8.00%	_____, 2026	_____, 2026

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ Dollars (\$_____)

The City of Westfield, Indiana (“Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from available amounts held in the Trust Estate, including Pledged TIF Revenues, Taxpayer Direct Payments and Loan Payments (each as defined in the hereinafter defined Indenture) pledged and assigned for the payment hereof, the Principal Amount set forth above, or so much of the Principal Amount as shall have been advanced from time to time as described below (the date of such advance the “Advancement Date”) and in the amounts of such advance or advances (the “Advancement Amount”), which shall be recorded in Exhibit A hereto on the Maturity Dates set forth on Exhibit B hereto, unless this Bond shall have previously been called for redemption and payment of the redemption price made or provided for or unless payments shall be accelerated as provided

in the Indenture, and to pay interest on the Principal Amount advanced thereon until the Principal Amount advanced shall be fully paid at the Interest Rate per annum stated above on the unpaid principal amount hereof advanced in like money, but solely from the Trust Estate, payable on each February 1 and August 1 (each, an “Interest Payment Date”), commencing _____ 1, 20__ , until the unpaid Principal Amount advanced is paid in full. Interest on this bond shall be payable from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond, unless (i) this bond is authenticated after the fifteenth day of the month immediately preceding the Interest Payment Date (the “Record Date”) and on or before such Interest Payment Date in which case it shall bear interest from such Interest Payment Date, or (ii) it is the initial Interest Payment Date, in which case they shall bear interest from the Funding Date (as defined in the Indenture). Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

[The proceeds of this Bond may be advanced from time to time. As advances are made, the unpaid principal amount of this Bond shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal. The aggregate amount of advances made under this Bonds shall not exceed \$_____.]

The principal and premium, if any, of this Bond are payable at the corporate trust operations office of _____, as Trustee, in Indianapolis, Indiana, or at the principal office of any successor trustee or paying agent, or, if payment is made to a depository, by wire transfer of immediately available funds on the payment date. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date. Notwithstanding the foregoing, each registered owner of \$1,000,000 or more in principal amount of the Bonds shall be entitled to receive interest and principal payments by wire transfer of immediately available funds on each payment date by providing written wire instructions to the Trustee before the Record Date for such payment. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time). This Bond only needs to be presented for payment of principal and premium upon redemption in full or final maturity.

This Bond is the only one of the Issuer’s Economic Development Tax Increment Revenue Bonds, Series 2026 (Park & Poplar Project – [Federally Taxable]) (hereinbefore and hereinafter the “Bonds”) which are being issued under the hereinafter described Indenture in the aggregate principal amount of not to exceed \$_____. The Bonds are being issued for the purpose of providing funds to finance a portion of the costs of the construction of certain infrastructure and related improvements (the “Project”) located in or directly serving and benefiting the East Side Economic Development Area in the City of Westfield, Indiana, to be constructed by Park & Poplar, LLC (the “Borrower”), by providing such funds to the Borrower pursuant to the Financing and Loan Agreement dated as of _____ 1, 2026 (“Financing Agreement”) between the Borrower and the Issuer, which prescribes the terms and conditions under which the Borrower shall use such proceeds for the Project.

The Bonds are issued under and entitled to the security of a Trust Indenture, dated as of _____ 1, 2026 (“Indenture”), duly executed and delivered by the Issuer to _____, as Trustee (the term “Trustee” where used herein referring to the Trustee or its successors), pursuant to which Indenture, the Trust Estate including the Pledged TIF Revenues, the Taxpayer Direct Payments and the Loan Payments and all rights of the Issuer under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Financing Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Bonds. The Bonds are issued pursuant to and in full compliance with the

Constitution and laws of the State of Indiana, particularly Indiana Code, Title 36, Article 7, Chapters 11.9 and 12 (the “Act”), and by appropriate action duly taken by the Issuer which authorizes the execution and delivery of the Indenture. The Bonds have been issued in conformity with the provisions, restrictions and limitations of the Act.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS BOND AND ACKNOWLEDGES THAT:

1. It is an “accredited investor” (as defined in Rule 501(a)(8) under the Securities Act of 1933, as amended (“1933 Act”)), purchasing bonds for its own account, and it is acquiring the Bonds for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the 1933 Act. It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of its investment in the Bonds, and it is able to bear the economic risk of their or its investment for an indefinite period of time. It confirms that neither the Issuer nor any person acting on its behalf has offered to sell the Bonds by, and that it has not been made aware of the offering of the Bonds by, any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or a broadcast over television or radio.

2. It is familiar with the Issuer and the Borrower; it has received such information concerning the Issuer and the Borrower, the Bonds and the Trust Estate including the Pledged TIF Revenues (as defined in the Indenture), as it deems to be necessary in connection with investment in the Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer and the Borrower concerning the terms and conditions of the Bonds, the tax status of the Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer and the Borrower possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP or Bondry Management Consultants, LLC for information concerning the financial status of the Issuer and the Borrower or the ability of the Issuer and the Borrower to honor their respective financial obligations or other covenants under the Bonds, the Indenture or the Financing Agreement. It understands that the projection of Pledged TIF Revenues prepared in connection with the issuance of the Bonds has been based on estimates of the investment in real property provided by the Borrower.

3. It is acquiring the Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Bonds to an entity that is not an accredited investor or an affiliate of _____ (the “Purchaser”) without prior compliance with applicable registration and disclosure requirements of state and federal securities laws, though Issuer consent shall not be required prior to any sale, conveyance, pledge, or transfer.

4. It understands that the Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold to an entity that is not an accredited investor without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Bonds to an entity that is not an accredited investor only if the Trustee shall first have received (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts, or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer, or (iii) a certificate stating that it reasonably believes that the transferee is a “Qualified Institutional Buyer” within the meaning of Section (a) of Rule 144A (“Rule 144A”) promulgated

by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Bonds. Notwithstanding the foregoing, the Purchaser may transfer the Bonds to an affiliate of the Purchaser, so long as any such transfer is in compliance with any applicable requirements of any state or federal securities laws.

5. It understands that the sale or transfer of the Bonds in principal amounts less than \$100,000 to an entity that is not an accredited investor is prohibited other than through a primary offering.

6. It has investigated the security for the Bonds, including the availability of the Trust Estate, including the Pledged TIF Revenues, to its satisfaction, and it understands that the Bonds are payable from the available Trust Estate, including the Pledged TIF Revenues. It further understands that the Issuer does not have the power or the authority to levy a tax to pay the principal of or interest on the Bonds.

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

Reference is made to the Indenture and to all indentures supplemental thereto and to the Financing Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Bond assents.

The Bonds are issuable in registered form without coupons in the denominations of \$100,000 and any \$1.00 integral multiples thereafter. The sale or transfer of this Bond in principal amounts of less than \$100,000 is prohibited to an entity that is not an accredited investor other than through a primary offering. This Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the corporate trust operations office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

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

The Bonds shall be subject to redemption prior to maturity at the option of the Issuer on any Interest Payment Date occurring on or after _____ 1, 20 __, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the Interest Payment Date fixed for redemption.

The Bonds are subject to mandatory sinking fund redemption prior to maturity on the dates, at a redemption price of 100% of the principal to be redeemed, without premium, and in the amounts set forth in Section 5.1 of the Indenture.

If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be in inverse order of maturity. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis, based on the respective portion of the principal amount of Bonds held by the respective owners of the Bonds within such maturity that shall be redeemed.

If any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than one hundred eighty (180) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

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

This Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

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

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer’s or the Redevelopment Commissioner’s obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

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

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

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

CITY OF WESTFIELD, INDIANA

By:

Mayor

(SEAL)

Attest:

Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is the only one of the Bonds described in the within-mentioned Trust Indenture.

Trustee

By: _____
Authorized Signatory

ASSIGNMENT

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

Dated: _____

Section 2.7. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Bonds in the aggregate principal amount of not to exceed \$_____. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

- (i) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the Ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Bonds.
- (ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the Pledged TIF Revenues to the payment of the Bonds.
- (iii) Executed counterparts of the Financing Agreement, the Taxpayer Agreement and Indenture.
- (iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Bonds to the purchasers thereof.
- (v) Such other documents as shall be required by the Requisite Bondholders.

The proceeds of the Bonds shall be paid over to the Trustee and deposited into the Construction Account of the Construction Fund as hereinafter provided under Section 3.1 hereof.

Section 2.8. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

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

Section 2.9. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Bond at the principal office of the

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

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

(End of Article II)

ARTICLE III.

APPLICATION OF BONDS PROCEEDS

Section 3.1. Deposit of Other Funds. On _____, 2026, the Borrower shall transfer \$ _____ to the Trustee who shall immediately deposit such funds into the Bond Issuance Expense Account of the Construction Fund and used to pay the Bond Issuance Costs for the Bonds as set forth in Exhibit A, which the Trustee is hereby authorized and ordered to pay on _____, 2026 without any further authorization than is hereby given in accordance with the payment instructions set forth on such invoices.

Section 3.2. Deposit of Bond Proceeds. The proceeds are the Bonds are expected to advanced in full by the Purchaser on the Funding Date, provided that the Funding Condition is met. The Purchaser shall be credited with the purchase of the Bonds in the same principal amount as the amounts advanced to the Issuer, which the Trustee shall deposit, as and when received in accordance with this section. The proceeds from the Bonds, as the same may be advance from time to time, shall deposit by the Trustee into the following funds and accounts:

(a) [\$ _____ of the proceeds of the Bonds shall be deemed to have been received by the Trustee, on behalf of the Issuer, on the Funding Date (provided that the Funding Condition is met), in order to pay the Capitalized Interest Costs; provided, however, the Issuer, the Trustee and the Borrower have acknowledged that such amount shall be retained by the Purchaser and all of such amount shall be applied on _____ 1, 20__ to pay Capitalized Interest Costs of the Bonds;]

(b) \$ _____ of the proceeds of the Bonds shall be deemed to have been received by the Trustee, on behalf of the Issuer, on the Funding Date (provided that the Funding Condition is met), as a purchaser's discount for the Bonds; provided, however, the Issuer, the Trustee and the Borrower have acknowledged that such amount shall be retained by the Purchaser;

(c) \$ _____ of the proceeds of the Bonds shall be deemed to have been received by the Trustee, on behalf of the Issuer, on the Funding Date (provided that the Funding Condition is met), in order to pay the Bond Issuance Costs; provided, however, the Issuer, the Trustee and the Borrower have acknowledged that such amount shall be transferred by the Purchaser directly to the Borrower as reimbursement for the Borrower's prior advancement of its own funds to pay the Bond Issuance Costs on the closing date of the Bonds.

(d) \$ _____ of the proceeds of the Bonds, as and when advanced by the Purchaser on the Funding Date (provided that the Funding Condition is met), shall be deposited into the Bond Issuance Expense Account and used to pay the discount points for the Bonds in accordance with Section 4.4(a) hereof; and

(e) \$ _____, constituting the remainder of the proceeds from the sale of the Bonds, as and when advanced by the Purchaser on the Funding Date (provided that the Funding Condition is met), shall be deposited into the Construction Account of the Construction Fund and used to pay, or reimburse the Borrower for prior payment of, Project Costs.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate (including (i) the Pledged TIF Revenues, (ii) the Taxpayer Direct Payments, and (iii) the Loan Payments) pledged and assigned for their payment in accordance with the Indenture, as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as “Park & Poplar Project, Series 2026 Bond Fund” (the “Bond Fund”). Money in the Bond Fund shall be applied as provided in this Section 4.2.

(a) There shall be transferred and deposited in the Bond Fund (i) as and when received, Pledged TIF Revenues, the Taxpayer Direct Payments and, if necessary, the Loan Payments in an amount not to exceed the payments due on the Bonds on the next February 1 or August 1 plus Annual Fees coming due in the following six (6) months; (ii) proceeds of the Bonds to be used to pay interest thereon in accordance with Section 3.2(a) hereof; (iii) any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to Section 4.4 hereof, and any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Bonds; and (iv) all interest and other income derived from investments of Bond Fund moneys as provided herein.

(b) The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund, prior to 10:00 a.m., Indianapolis time, on the business day immediately preceding each January 5 and July 5, commencing no later than _____ 5, 20___, sufficient sums from revenues and receipts derived from the Pledged TIF Revenues promptly to meet and pay the amounts required under Section 4.2(a) hereof. In the event of a deficiency of available Pledged TIF Revenues to make the next debt service payment, the Trustee shall notify the Borrower of the amount needed to remedy the deficiency by no later than the next January 10 or July 10, as applicable. Pursuant to the terms of the Taxpayer Agreement, the Borrower is obligated to make a Taxpayer Direct Payment to the Trustee in order to remedy the deficiency. In the event that the Issuer receives any Taxpayer Direct Payments from the Borrower in error, the Issuer covenants and agrees to transfer any and all such Taxpayer Direct Payments received to the Trustee for payment of the Bonds in accordance herewith, it being understood that Issuer has pledged and assigned all of its rights to any such Taxpayer Direct Payments to the Trustee in accordance with the Granting Clauses hereof. If a deficiency still remains, the Borrower is obligated under the Financing and Loan Agreement to make Loan Payments to the Issuer, and the Issuer covenants

and agrees to immediately transfer all Loan Payments received to the Trustee. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Pledged TIF Revenues, the Taxpayer Direct Payments and, if necessary, the Loan Payments.

(c) The Clerk-Treasurer of the Issuer shall set aside, immediately upon receipt, the TIF Revenues into the Allocation Fund and transfer the Pledged TIF Revenues to the Trustee as set forth in Section 4.5. The Clerk-Treasurer of the Issuer shall set aside, immediately upon receipt, any Taxpayer Direct Payments and/or any Loan Payments, and shall immediately transfer any Taxpayer Direct Payments and/or any Loan Payments to the Trustee. The Trustee is hereby directed to deposit the Pledged TIF Revenues, any Taxpayer Direct Payments and any Loan Payments into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.5.

(d) Moneys in the Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds, together with any Annual Fees, as the same comes due. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such principal and interest will be paid as it becomes due. Notwithstanding anything herein to the contrary, the Issuer and the Trustee acknowledge that a portion of the proceeds of the Bonds has been retained by the Purchaser and will be applied to pay the interest to become due on the Bonds in accordance with Section 3.1 hereof. Any Pledged TIF Revenues not needed to pay debt service on the Bonds on the next February 1 or August 1 shall be transferred to the Surplus Fund.

(e) In the event that Park & Poplar, LLC assigns its obligations under the Financing Agreement and the Project Agreement in accordance with the respective terms thereof, and is no longer the Taxpayer under the Taxpayer Agreement, Park & Poplar, LLC shall provide the Trustee with the successor Taxpayer's contact information.

Section 4.3. Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the "Surplus Fund." Money in the Surplus Fund shall be applied as provided in this Section 4.3. The Trustee shall deposit into the Surplus Fund, as and when received, all Pledged TIF Revenues in excess of payments due on the Bonds on the next February 1 or August 1 as provided in Section 4.2. At the direction of the Borrower, moneys in the Surplus Fund shall, without further authorization, be used (i) first, to pay principal of and interest on the Bonds when due, (ii) second, to reimburse the Taxpayer for payments made under the Taxpayer Agreement or to reimburse the Borrower for any Loan Payments made under the Financing Agreement, without any accrued interest, (iii) third, to redeem or defease the Bonds, in whole or in part, in accordance with the terms of this Indenture; and (iv) fourth, for any other purpose permitted by law.

Section 4.4. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as "Park & Poplar Project, Series 2026 Construction Fund" (the "Construction Fund"), to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of two separate accounts known as "Park & Poplar Project, Series 2026 Construction Account" (the "Construction Account"), and "Park & Poplar Project, Series 2026 Bond Issuance Expense Account" (the "Bond Issuance Expense Account").

(a) Moneys deposited into the Bond Issuance Expense Account shall be disbursed by the Trustee to pay or reimburse Bond Issuance Costs incurred in connection with the issuance of the Bonds. At closing on the Bonds, the Trustee is hereby authorized and instructed to pay or reimburse, by wire transfer, the person or entities listed and in the amounts described in Exhibit A hereto, in accordance with any payment instructions attached to any such invoice, copies of which have been provided to the Trustee prior to the closing on the Bonds, as authorized by the Mayor and the Clerk-Treasurer of the Issuer, with such authorization evidenced by the execution of this Indenture. On the date of the initial advance of principal of the Bonds by the Purchaser (which is expected to occur on _____ 1, 20__), the Trustee is hereby authorized and instructed to pay \$_____, by wire transfer, to the Purchaser, in accordance with any payment instructions attached to any such invoice, a copy of which will be provided to the Trustee prior to the initial advance of principal of the Bonds, as authorized by the Mayor and the Clerk-Treasurer of the Issuer, with such authorization evidenced by the execution of this Indenture. Any further disbursements from the Bond Issuance Expense Account shall be in accordance with written instructions or other satisfactory documentation approved by an authorized representative of the Issuer. Any amounts remaining in the Bond Issuance Expense Account one-eighty twenty (180) days after initial advance of principal of the Bonds by the Purchaser (which is expected to occur on _____ 1, 20__) shall be transferred by the Trustee to the Construction Account and used to pay Project Costs, at which time the Bond Issuance Expense Account may, at the direction of the Issuer, be closed.

(b) Moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Borrower in order to pay, or as reimbursement to the Borrower for prior payment of, Project Costs, upon receipt by the Trustee of the Disbursement Package, the Satisfaction Statement and the Disbursement Approval Statement, each as defined and contemplated by the Project Agreement and the Disbursement Agreement, and approved by the Issuer.

(c) The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. If requested by the Borrower or the Issuer, the Trustee shall file copies of the records pertaining to the Construction Fund and all disbursements from such fund with the Issuer and the Borrower. The Trustee shall rely fully on any such request delivered pursuant to this Section and shall not be required to make any investigation in connection therewith.

(d) If, after the Project has been completed in accordance with the plans and specifications contemplated by the Project Agreement, there shall remain any balance of moneys in the Construction Fund, the Trustee shall transfer all moneys then in such Construction Fund to the Bond Fund.

Section 4.5. Deposit of Pledged TIF Revenues. On or before each January 5 and July 5, commencing _____ 5, 20__, the Issuer shall transfer to the Trustee for deposit to the Bond Fund, the Pledged TIF Revenues for the payment of principal of and interest on the Bonds, plus any Annual Fees coming due in the following six (6) months. The balance of any Pledged TIF Revenues in excess of such requirements of the Bond Fund shall be deposited into the Surplus Fund.

Section 4.6. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.7. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. The Bonds maturing on and after _____ 1, 20___, are subject to redemption prior to maturity at the option of the Issuer on any Interest Payment Date occurring on or after _____ 1, 20___, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the Interest Payment Date fixed for redemption.

If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be in inverse order of maturity. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis, based on the respective portion of the principal amount of Bonds held by the respective owners of the Bonds within such maturity that shall be redeemed.

The Bonds are subject to mandatory sinking fund redemption prior to maturity on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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* Final Maturity

Section 5.2. Notice of Redemption. In the case of redemption of Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Bonds, or portions of fully registered Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than one hundred eighty (180) days prior to the date fixed for redemption to the registered Owner of each Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, and, in the event of a partial redemption the Bond numbers and called amounts of each Bond, the redemption date, principal amount, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Bond shall not affect the validity of any proceedings for the redemption of other Bonds.

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

Section 5.3. Cancellation. All Bonds which have been redeemed in whole shall be canceled or otherwise destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable record retention requirements and shall not be reissued.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.8 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be redeemed in inverse order of maturity. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall select in such equitable manner as the Trustee may determine, the Bonds or portions of Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$100,000 and any \$1 integral multiples thereafter.

If less than the entire principal amount of any registered Bond then outstanding is called for optional redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the owner of such registered Bond shall surrender such Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Bond or Bonds of like series in an aggregate principal amount equal to

the unredeemed balance of the principal amount of such registered Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

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

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge the Pledged TIF Revenues, the Taxpayer Direct Payments and the Loan Payments in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid

exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America. The Issuer will not allow for the pledge of the Pledged TIF Revenues to any obligations other than the Bonds without the prior written consent of the holders of the Bonds and the Taxpayer.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer covenants that it will defend its interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Financing Agreement.

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

Section 6.5. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

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

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

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments upon the written direction of an Authorized Representative of the Borrower. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be

credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited. All funds shall be invested by the Trustee in such Qualified Investments as the Issuer directs in writing. In the absence of such direction, all funds shall be invested by the Trustee without further direction or authority in the _____.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for four (4) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

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

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable, unless the Requisite Bondholders shall have consented thereto; however, for the avoidance of doubt, if the Issuer is unable to pay to the Trustee any or a sufficient amount of Pledged TIF Revenues with which to make payment to the Bondholders, it shall not constitute an Event of Default; or

(b) any event of default as defined in Section 4.1 of the Financing Agreement shall occur and be continuing, unless the Requisite Bondholders shall have consented thereto; however, for the avoidance of doubt, if the Issuer is unable to pay to the Trustee any or a sufficient amount of Pledged TIF Revenues with which to make payment to the Bondholders, it shall not constitute an event of default under Section 4.1 of the Financing Agreement or hereunder; or

(c) [any event of default as defined in Section 13 of the Project Agreement shall occur and be continuing; or]

(d) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(e) the Issuer shall fail to apply collected Pledged TIF Revenues as required by Article IV of this Indenture.

Section 7.2. Acceleration. Upon the happening of any event of default specified in clause (a), (b), (c), or (d) of Section 7.1 hereof and the continuance of the same for the period, if any, specified in that Section, and with the prior consent of Requisite Bondholders, the Trustee, by notice in writing delivered to the Issuer and the Borrower may declare the entire unpaid principal amount of the Bonds then outstanding, and the interest accrued thereon, to be immediately due and payable. The Issuer’s obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

Section 7.3. Remedies; Rights of Bondholders.

(i) If an event of default occurs, with the consent of Requisite Bondholders, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder,

and of the Borrower under the Financing Agreement and the Taxpayer Agreement.

- (ii) Upon the occurrence of an event of default, if directed to do so by the Requisite Bondholders and if indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.
- (iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.
- (iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.
- (v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

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

Section 7.5. Application of Moneys. Notwithstanding anything herein to the contrary, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as part of the Trust Estate shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

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

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and

if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege;

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

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct, except for any remaining Pledged TIF Revenues which shall be paid to the Redevelopment Commission.

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

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

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

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

holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds. However, the Trustee may only act with the consent and direction of the Requisite Bondholders.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default and the Requisite Bondholders shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

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

Section 7.9. Waivers of Events of Default. At the direction of the Requisite Bondholders, the Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of

principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon the terms and conditions set forth herein, and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, to which the Trustee has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such prudent person's own affairs in exercising any rights or remedies or performing any of its duties hereunder. The Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

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

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

(c) The Trustee shall not be accountable for the use of any Bonds, or the proceeds thereof, authenticated by it or the Paying Agent or delivered hereunder or for any money paid to or upon the order of the City under any provision of this Indenture or of the Financing Agreement. The Trustee, in its individual or any other capacity, may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

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

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

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

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

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

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to fully inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

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

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

(l) Before taking any action under this Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including without limitation attorney's fees and expenses) and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

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

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

(o) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail or other similar unsecured electronic methods, provided, however, that the Issuer and the Borrower shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer and the Borrower elect to give the Trustee e-mail instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Borrower agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore. The Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds.

Section 8.3. Notice to Bondholders if Default Occurs. If an Event of Default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an Event of Default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the Borrower and the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee, unless such Event of Default has been cured or waived; provided, however, that the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notices is in the interests of the Bondholders.

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

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Borrower and by first class mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept

at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the Requisite Bondholders.

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

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor and thereupon the duties and obligations of the predecessor shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon approval by the Issuer of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by the Issuer, and the payment of the fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other

instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed “Paying Agent” under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 30 days’ written notice to the Issuer, the Borrower and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the Issuer and the Borrower. Any successor Paying Agent shall be appointed by the Issuer at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least \$100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

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

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

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

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

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

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

(d) To make any other change in this Indenture which, in the judgment of the Trustee, who may rely on the advice and opinion of counsel, is not to the material prejudice of the Trustee, the Borrower, the Issuer or the holders of the Bonds; or

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

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that no such supplemental indenture may be entered into without the prior consent of the Borrower; and provided further that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holders of all such Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount

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

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

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

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

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

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

Section 10.3. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, as conclusive evidence that any such proposed amendment complies with the provisions of this Indenture and Financing Agreement, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such amendment.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Borrower under the Financing Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder when:

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

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the owners of the Bonds, that

the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

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

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

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

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

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

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

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders

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

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

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

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

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

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

inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

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

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below; however, notices to the Trustee shall be deemed given upon receipt by the Trustee. The Issuer, the Borrower, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 7.3 of the Financing Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

(End of Article XI)

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

CITY OF WESTFIELD, INDIANA

By:

Mayor

(SEAL)

Attest:

Clerk-Treasurer

(Trust Indenture for Series 2026 Bonds – Park & Poplar Project)

_____,
as Trustee

By:

(Written Signature)

(Printed Signature)

(Trust Indenture for Series 2026 Bonds – Park & Poplar Project)

EXHIBIT A
BOND ISSUANCE COSTS

<u>Payee</u>	<u>Amount</u>
Westfield Redevelopment Development Commission - Closing Fee	\$ _____
Westfield Redevelopment Commission - Reimbursement	\$ _____
Barnes & Thornburg LLP – bond counsel	\$ _____
Bondry Consulting – municipal advisor	\$ _____
Wallack Somers & Haas, P.C. – local counsel	\$ _____
_____ – purchaser’s counsel	\$ _____
_____ – Annual Fee	\$ _____
TOTAL:	\$ _____

ORDINANCE 26-19

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

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

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

WHEREAS, the Council has conducted a public hearing on April 13, 2026 as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 26-117); and,

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

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

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

Section 1. The Annexation Area, generally located on the east side of Freemont Moore Road, and adjacent to the existing corporate limits along the southeastern boundary of the parcels, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF APRIL, 2026.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Victor McCarty

Victor McCarty

Victor McCarty

Joe Duepner

Joe Duepner

Joe Duepner

Patrick Tamm

Patrick Tamm

Patrick Tamm

Noah Herron

Noah Herron

Noah Herron

Kurt Wanninger

Kurt Wanninger

Kurt Wanninger

Chad Huff

Chad Huff

Chad Huff

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 26-19** was delivered to the Mayor of Westfield
on the _____ day of April, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 26-19
this _____ day of April, 2026.

Scott A. Willis, Mayor

I hereby VETO Ordinance 26-19
this _____ day of April, 2026.

Scott A. Willis, 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: Ryan Collingwood

Prepared by: Ryan Collingwood, Senior Associate Planner
City of Westfield Community Development Department
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A

Annexation Area

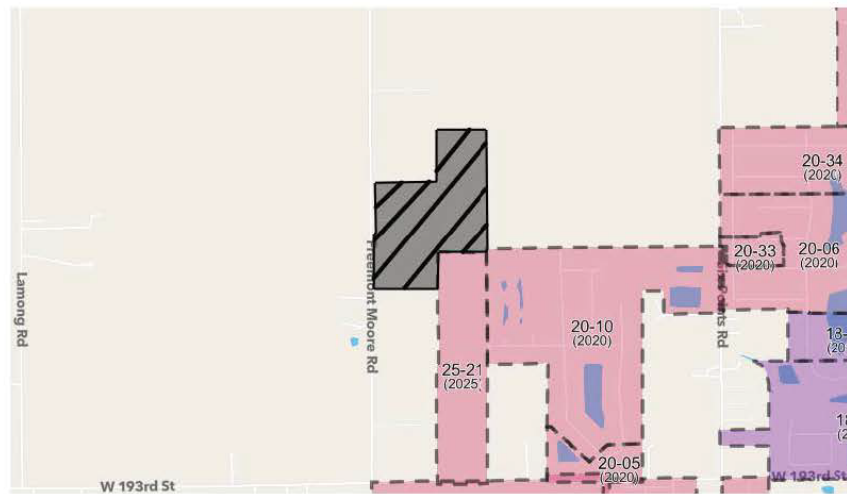






EXHIBIT LEGEND

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

Not To Scale

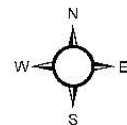


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes three (3) parcels of land:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 05 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF SAID HALF QUARTER SECTION 859.10 FEET TO A MAG NAIL MARKING THE NORTHWEST CORNER OF PICTOR ESTATES RECORDED AS INSTRUMENT NUMBER 2022041971, IN THE OFFICE OF THE RECORDER FOR HAMILTON COUNTY, INDIANA, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 00 DEGREES 05 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE 1,214.50 FEET TO A MAG NAIL MARKING THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED AS INSTRUMENT NUMBER 2025036029, IN SAID RECORDER'S OFFICE; THENCE NORTH 89 DEGREES 29 MINUTES 07 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL 755.81 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF THE AFORESAID PARCEL OF LAND; THENCE NORTH 00 DEGREES 02 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF THE AFORESAID PARCEL OF LAND 578.76 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 08 SECONDS EAST 566.87 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE 1,403.42 FEET TO A REBAR MARKING THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AS INSTRUMENT NUMBER 2020000476 IN THE AFORESAID RECORDER'S OFFICE; THENCE NORTH 87 DEGREES 22 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL OF LAND 567.47 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL OF LAND 944.45 FEET TO A REBAR MARKING THE NORTHEAST CORNER OF SAID PICTOR ESTATES; THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SAID PICTOR ESTATES 756.84 FEET TO THE POINT OF BEGINNING, CONTAINING 39.14 ACRES, MORE OR LESS.

Annexation Area

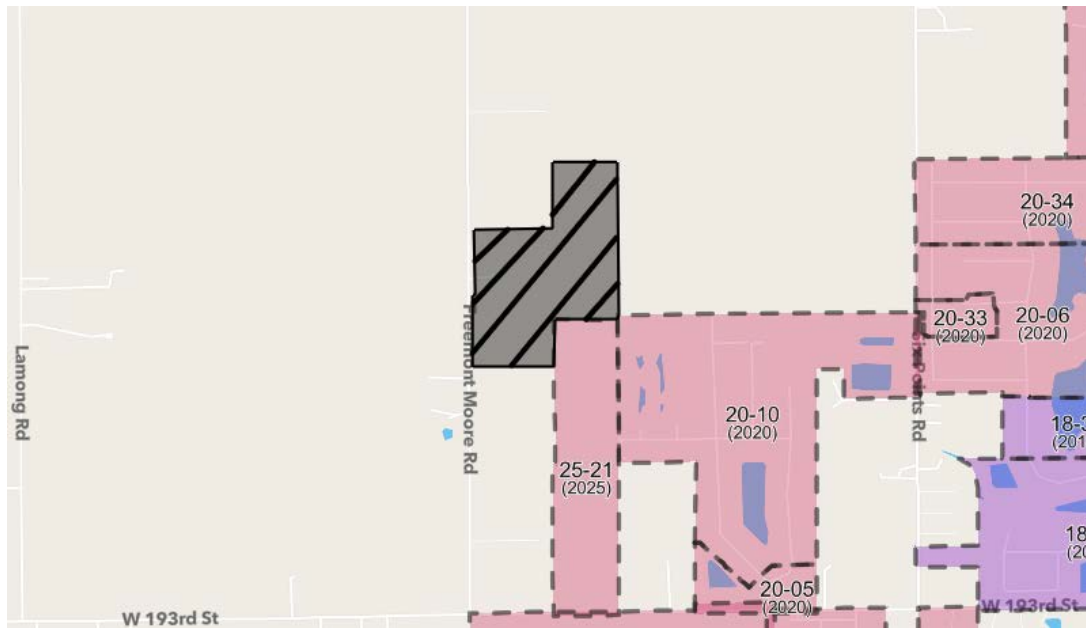




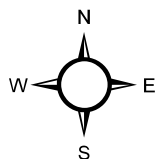


EXHIBIT LEGEND

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

Not To Scale



ORDINANCE 26-20

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

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

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

WHEREAS, the Council has conducted a public hearing on April 13, 2026 as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 26-118); and,

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

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

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

Section 1. The Annexation Area, generally located on the east side of Grassy Branch Road, and adjacent to the existing corporate limits along the eastern boundary of the parcel, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF APRIL, 2026.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Victor McCarty

Victor McCarty

Victor McCarty

Joe Duepner

Joe Duepner

Joe Duepner

Patrick Tamm

Patrick Tamm

Patrick Tamm

Noah Herron

Noah Herron

Noah Herron

Kurt Wanninger

Kurt Wanninger

Kurt Wanninger

Chad Huff

Chad Huff

Chad Huff

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 26-20** was delivered to the Mayor of Westfield
on the _____ day of April, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 26-20
this _____ day of April, 2026.

Scott A. Willis, Mayor

I hereby VETO Ordinance 26-20
this _____ day of April, 2026.

Scott A. Willis, 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: Ryan Collingwood

Prepared by: Ryan Collingwood, Senior Associate Planner
City of Westfield Community Development Department
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A

Annexation Area

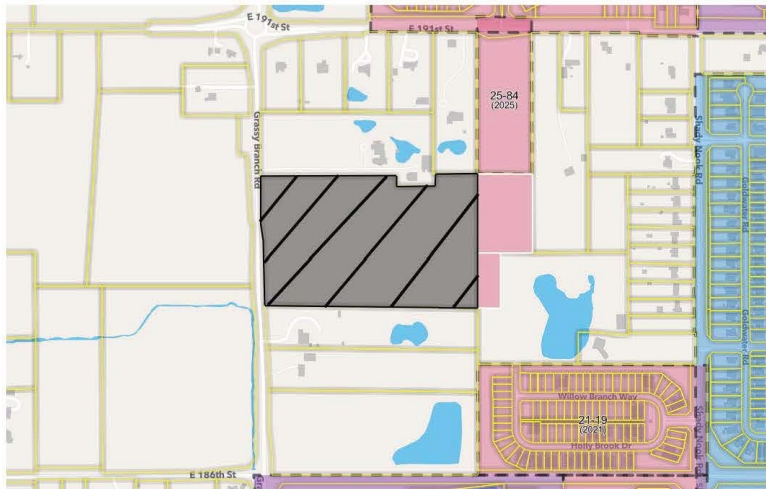






EXHIBIT LEGEND

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

Not To Scale

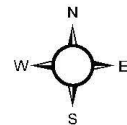


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes one (1) parcel of land:

Formerly an aliquot part of Parcels 1 and 2 as described in Warranty Deed to Jennifer D. Arthur and Alan G. Arthur, Co-Trustees of the Jennifer D. Arthur Living Trust recorded as Instrument Number 2021001015 in the Office of the Recorder of Hamilton County, Indiana said 23.000 acre residue parcel as shown on the Original Boundary Survey by Stephen D. Services, PS 4900002 on February 6, 2024 recorded as Instrument Number 2024003872 in the Office of the Recorder of Hamilton County, Indiana. (All references to monuments and courses herein are as shown on said Plat of Survey), more particularly described as follows:

A part of the Southwest Quarter of Section 29, Township 19 North, Range 4 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana:
Commencing at the Southwest Corner of said Southwest Quarter, thence along the west line of said Southwest Quarter North 00 degrees 10 minutes 13 seconds East 1 018.34 feet to the southwest corner of a tract conveyed to the Board of Commissioners of Hamilton County by a Warranty Deed recorded as Instrument Number 200500009246 (the following five (5) calls being along the South, East, and North lines of said tract): (1) South 88 degrees 48 minutes 44 seconds East 45.20 feet to the Point of beginning of this description, marked by a 5/8" diameter rebar with a yellow plastic cap stamped Firm #0113, hereinafter called a "Terra Rebar"; (2) northerly 277.16 feet along a curve to the right, having a radius of 6565.00 feet and subtended by a long chord bearing of North 01 degrees 31 minutes 23 seconds West 277.41 feet to a Terra Rebar; (3) North 0 degrees 18 minutes 46 seconds West 104.48 feet to a point lying 1.2 feet east and 0.3 feet south of a 5/8" diameter re bar; (4) North 8 degrees 50 minutes 37 seconds West 101.12 feet to a Terra Rebar; (5) South 89 degrees 41 minutes 14 seconds West 20.28 feet to a point on the West line of said Quarter Section marked by a magnail with washer stamped Firm #0113, hereinafter called a "Terra Magnail"; thence along said West Quarter Section Line North 00 degrees 10 minutes 13 seconds East 287.99 feet to a Terra Magnail; thence South 89 degrees 39 minutes 05 seconds East 837.22 feet to a Terra Rebar; thence South 00 degrees 10 minutes 13 seconds West 59.25 feet to a Terra Rebar; thence South 89 degrees 39 minutes 05 seconds East 231.97 feet to a Terra Rebar; thence North 00 degrees 10 minutes 13 seconds East 74.09 feet to a Terra Rebar; thence South 89 degrees 39 minutes 05 seconds East 253.84 feet to a Terra Rebar; thence South 00 degrees 08 minutes 17 seconds West 802.62 feet to a Terra Rebar; thence North 88 degrees 48 minutes 44 seconds West 1278.48 feet to the point of beginning, containing an area of 23.000 acres, more or less.

Annexation Area

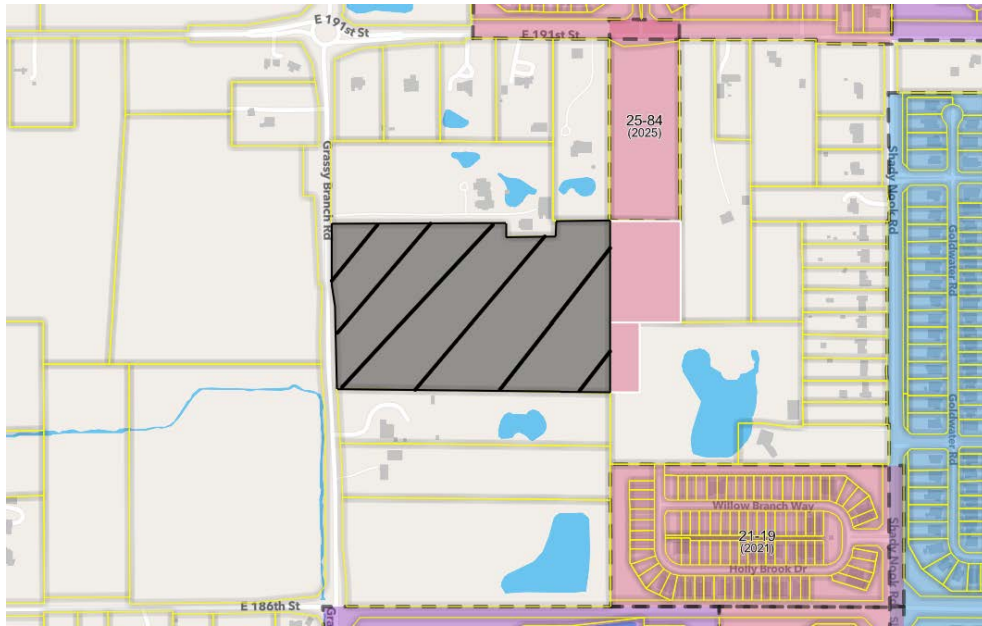




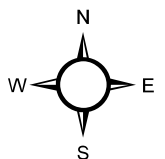


EXHIBIT LEGEND

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

Not To Scale



ORDINANCE 26-22

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA, AUTHORIZING AND APPROVING AN
ADDITIONAL APPROPRIATION FROM THE OPERATING BALANCE OF THE
ARP 2021- COVID RECOVERY FUND**

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

WHEREAS, at times, it is necessary to appropriate funds within the approved budget pursuant to Ind. Code § 36-4-7-8;

WHEREAS, the City previously obligated funds in the ARP 2021-Covid Recovery Fund No. 176 for stormwater projects;

WHEREAS, the unexpended balance in the ARP 2021-Covid Recovery Fund No. 176 as of December 31, 2026, is currently projected to be \$24,041;

WHEREAS, the City desires to appropriate an additional \$24,041 from the ARP 2021-Covid Recovery Fund No. 176; and

WHEREAS, the City properly followed the notice procedures established by Ind. Code § 6-1.1-18-5 (including submission of specific information to the Department of Local Government Finance's computer gateway), and held a public hearing on the proposed appropriation.

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

Section 1. Recitals. The foregoing recitals are fully incorporated herein by reference.

Section 2. Additional Appropriation. The Council hereby appropriates the following additional sums of money from the ARP 2021-Covid Recovery Fund No. 176, subject to applicable laws:

From:
Fund 176 ARP 2021-Covid Recovery Fund - \$24,041

To:
Other Services and Charges Line item #176013349 - \$24,041

Section 3. The Council, pursuant to its power and ability to manage the finances of the City (Ind. Code § 36-4-4-4), authorizes and directs the Clerk Treasurer to take all actions necessary to efficiently implement the appropriation specified herein.

Section 4. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 5. Should any parts of this ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 6. This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS _____ DAY OF _____, 2026, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Kurt J Wanninger	_____ Kurt J Wanninger	_____ Kurt J Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ Joe Duepner	_____ Joe Duepner	_____ Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE 26-22 was delivered to the Mayor of Westfield on the _____ day of _____, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 26-22

I hereby VETO ORDINANCE 26-22

this _____ day of _____,
2026.

this _____ day of _____,
2026.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

This document was prepared March 13, 2026, subject to review by legal counsel, from language suggested by Benjamin Roeger, C.L. Coonrod & Co, 3850 Priority Way South, Suite 225, Indianapolis, IN 46240.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ Benjamin W. Roeger

RESOLUTION 26-122

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AUTHORIZING AND APPROVING A TRANSFER OF APPROPRIATIONS WITHIN THE SPORTS CAMPUS OPERATING FUND NO. 640

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

WHEREAS, Ind. Code § 6-1.1-18-6 authorizes the proper officers of the City to transfer appropriations from one major budget classification to another within the same department or office when the transfer is necessary and does not require the expenditure of more money than the total amount set out in the budget;

WHEREAS, such transfer of appropriations must be made at a regular public meeting by proper ordinance or resolution and does not require notice or approval of the Department of Local Government Finance (“DLGF”);

WHEREAS, in January 2026, the Clerk-Treasurer received a check in the amount of \$150,000 (“Check”) which was subsequently deposited into the City’s Grand Park Operations Fund No. 640;

WHEREAS, the payor of the Check intended for the funds to be expended on Grand Park operations now managed by Grand Park Sports and Entertainment, LLC (“GPSE”);

WHEREAS, the City has determined that it is necessary to and desires to transfer certain 2026 budget appropriations from one major budget classification to another, within the same department or office, in order to transfer \$150,000 to GPSE to be expended on Grand Park operations; and

WHEREAS, such transfer will not require the expenditure of more money than the total amount set out in the 2026 budget.

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

Section 1. Recitals. The foregoing recitals are fully incorporated herein by reference.

Section 2. Transfer of Appropriations. The Council hereby approves and authorizes the Clerk Treasurer to make the following transfer, and to execute such transfer in a timely and orderly fashion.

Transferred from:

Fund No. 640 appropriation line item #640015474 - \$150,000

Transferred to:

Other Services and Charges appropriation transfers line item #640015980- \$150,000

Section 3. All other City resolutions, or parts thereof in conflict with the provisions and intent of this Resolution are hereby repealed.

Section 4. Should any parts of this Resolution be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 5. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law. Pursuant to Ind. Code § 6-1.1-18-6, DLGF approval is not required.

PASSED THIS 13th DAY OF APRIL 2026 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Kurt J Wanninger	_____ Kurt J Wanninger	_____ Kurt J Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ Joe Duepner	_____ Joe Duepner	_____ Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that RESOLUTION 26-122 was delivered to the Mayor of Westfield on the _____ day of _____, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE RESOLUTION 26-122
this _____ day of _____, 2026.

I hereby VETO RESOLUTION 26-122
this _____ day of _____, 2026.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

This document was prepared March 24, 2026, subject to review by legal counsel, from language suggested by Benjamin Roeger, C.L. Coonrod & Co, 3850 Priority Way South, Suite 225, Indianapolis, IN 46240.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ Benjamin Roeger

ORDINANCE 26-23

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA, AUTHORIZING AND APPROVING AN
ADDITIONAL APPROPRIATION FROM THE OPERATING BALANCE OF THE
GPSE ESCROW FUND**

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

WHEREAS, at times, it is necessary to appropriate funds within the approved budget pursuant to Ind. Code § 36-4-7-8;

WHEREAS, the unencumbered balance in the GPSE Escrow Fund No. 642 as of December 31, 2026, is currently projected to exceed \$2,000,000;

WHEREAS, the City desires to appropriate an additional \$2,000,000 from the GPSE Escrow Fund No. 642; and

WHEREAS, the City properly followed the notice procedures established by Ind. Code § 6-1.1-18-5 (including submission of specific information to the Department of Local Government Finance’s computer gateway), and held a public hearing on the proposed appropriation.

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

Section 1. Recitals. The foregoing recitals are fully incorporated herein by reference.

Section 2. Additional Appropriation. The Council hereby appropriates the following additional sums of money from the GPSE Escrow Fund No. 642, subject to applicable laws.

From:
Fund 642 GPSE Escrow Fund operating balance - \$2,000,000

To:
Capital Outlay Line item #642004474 - \$2,000,000

Section 3. The Council, pursuant to its power and ability to manage the finances of the City (Ind. Code § 36-4-4-4), authorizes and directs the Clerk Treasurer to take all actions necessary to efficiently implement the appropriation specified herein.

Section 4. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 5. Should any parts of this ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 6. This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS _____ DAY OF _____, 2026, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Kurt J Wanninger	_____ Kurt J Wanninger	_____ Kurt J Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ Joe Duepner	_____ Joe Duepner	_____ Joe Duepner
_____ Jon Dartt	_____ Jon Dartt	_____ Jon Dartt
_____ Noah Herron	_____ Noah Herron	_____ Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE 26-23 was delivered to the Mayor of Westfield on the _____ day of _____, 2026, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 26-23

this _____ day of _____,
2026.

Scott A. Willis, Mayor

I hereby VETO ORDINANCE 26-23

this _____ day of _____,
2026.

Scott A. Willis, Mayor

This document was prepared March 27, 2026, subject to review by legal counsel, from language suggested by Benjamin Roeger, C.L. Coonrod & Co, 3850 Priority Way South, Suite 225, Indianapolis, IN 46240.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ Benjamin W. Roeger