

Westfield City Council Members

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



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_04_12_2021

Monday, April 12, 2021 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, April 12, 2021 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA

Pledge of Allegiance

Invocation by: Josh Cortez with Westfield Friends Church

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 3/22/21](#)

Claims:

Review of Interpleader Agreement

Documents: [Docket for April 12, 2021](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

None

Old Business:

Ordinance 20-23: Bridgewater PUD Amendment (Culvers)

Council Introduction: June 8, 2020

APC Public Hearing: July 6, 2020

APC Recommendation: April 5, 2021

Adoption Consideration: April 12, 2021

Documents: [Ordinance 20-23](#) | [Building Elevations](#) | [Concept Plan](#) | [Department Report](#) | [Location Map](#) | [Signage Details](#)

Ordinance 21-04: Lantern Commons PUD

Council Introduction: January 11, 2021

APC Public Hearing: February 1, 2021

APC Recommendation: April 5, 2021

Adoption Consideration: April 12, 2021

Documents: [Ordinance 21-04](#) | [Area A-Character Exhibits](#) | [Area B-Character Exhibits](#) | [Area C-Character Exhibits](#) | [Area D-Character Exhibits](#) | [Area E-Character Exhibits](#) | [Concept Plan](#) | [Department Report](#) | [Gateway Options](#) | [Open Space Plan](#) | [Public Comments](#) | [Site Elements](#)

Resolution 21-101: Fiscal Plan for Ordinance 21-13 (Lakes of Westfield Phase 2)

Adoption Consideration: April 12, 2021

Documents: [Resolution 21-101](#) | [Table 5](#)

Ordinance 21-13: Lakes of Westfield Annexation Phase 2

Council Introduction: March 8, 2021

Adoption Consideration: April 12, 2021

Documents: [Ordinance 21-13](#) | [Location Map](#)

Ordinance 21-15: Davis PUD Amendment

Council Introduction: March 8, 2021

APC Public Hearing: April 5, 2021

APC Recommendation: April 5, 2021

Adoption Consideration: April 12, 2021

Documents: [Department Report](#) | [Location Map](#) | [Ordinance 21-15](#) | [Narrative Statement](#) | [Public Comment](#) | [APC Certification](#) | [Petitioner Presentation](#)

New Business:

Resolution 21-108: Common Council of the City of Westfield, Indiana Initiating an Investigation

Adoption Consideration: April 12, 2021

Documents: [Resolution 21-108](#)

Resolution 21-109: Common Council of the City of Westfield, Indiana Establishing

an Audit Committee

Adoption Consideration: April 12, 2021

Documents: [Resolution 21-109](#)

Project Agreement & Funding Agreement (Historical Cabin)

Council Introduction: April 12, 2021

Adoption Consideration: April 26, 2021

Documents: [Project Agreement \(Nicholas Barker Cabin\)](#) | [Funding Agreement](#)

Lease Agreement/Historic Cabin

Council Introduction: April 12, 2021

Adoption Consideration: April 26, 2021

Documents: [Historic Cabin Lease Agreement](#)

Ordinance 21-26: Additional Appropriation (Historic Cabin)

Council Introduction: April 12, 2021

Documents: [Ordinance 21-26](#)

Resolution 21-111: Confirmatory Resolution of the Common Council of the City of Westfield, Indiana Confirming Declaration of a Certain Area Within the City of Westfield an Economic Revitalization Area

Public Hearing: April 12, 2021

Adoption Consideration: April 12, 2021

Documents: [Resolution 21-111](#)

Ordinance 21-06: Grand Park Village PUD Amendment IV

Council Introduction: April 12, 2021

APC Public Hearing: May 5, 2021

APC Recommendation: June 7, 2021

Adoption Consideration: June 14, 2021

Documents: [Location Map](#) | [Ordinance 21-06](#) | [Site Plan](#) | [Townhome Character Exhibits](#) | [Detached Cottage Exhibits](#) | [Single-Family Attached Exhibits](#)

Ordinance 21-18: Northpointe Annexation (Phase 3)

Council Introduction: April 12, 2021

Public Hearing: April 12, 2021

Adoption Consideration: May 10, 2021

Documents: [Ordinance 21-18](#) | [Location Map](#)

Ordinance 21-19: Belle Crest Annexation

Council Introduction: April 12, 2021

Public Hearing: April 12, 2021

Adoption Consideration: May 10, 2021

Documents: [Ordinance 21-19](#) | [Location Map](#)

Ordinance 21-20: Carramore Annexation
Council Introduction: April 12, 2021
Public Hearing: April 12, 2021
Adoption Consideration: May 10, 2021
Documents: [Ordinance 21-20](#) | [Location Map](#)

Ordinance 21-22: Winterburg PUD
Council Introduction: April 12, 2021
APC Public Hearing: May 5, 2021
APC Recommendation: June 7, 2021
Adoption Consideration: June 14, 2021
Documents: [Narrative Statement](#) | [Ordinance 21-22](#) | [Winterburg Location Map](#) | [Context Map](#) | [District Map](#) | [Concept Plan](#) | [Home Character Exhibits](#) | [Amenity Exhibits](#) | [Winterburg PUD slide presentation](#)

Ordinance 21-23: Osborne Trails Phase II PUD
Council Introduction: April 12, 2021
APC Public Hearing: May 5, 2021
APC Recommendation: June 7, 2021
Adoption Consideration: June 14, 2021
Documents: [Ordinance 21-23](#) | [Character Exhibit](#) | [Concept Plan](#) | [Context Map](#) | [Location Map](#) | [Project Narrative](#) | [Petitioner's Presentation](#)

Ordinance 21-24: Maple Knoll PUD Amendment VI
Council Introduction: April 12, 2021
APC Public Hearing: May 5, 2021
APC Recommendation: May 5, 2021
Adoption Consideration: May 10, 2021
Documents: [Ordinance 21-24](#) | [Site Locations](#) | [Text Amendment Application with Exhibits](#) | [Example Site Plan](#) | [Slide Presentation](#)

Food Truck Request-St. Maria Goretti (private event) Friday, April 23rd-3 trucks and Saturday, April 24th-1 truck

To Be Continued-Ordinance 21-21: Common Council of the City of Westfield (SR 32)

Guests:

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

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

Westfield City Council March 22, 2021

The Westfield City Council held a meeting on March 22, 2021 at Westfield City Hall and a virtual conference call. Present were Mike Johns, Joe Edwards, Scott Willis, Cindy Spoljaric, Jake Gilbert, Scott Frei and Troy Patton. Also present were Clerk Treasurer Cindy Gossard, Manny Herceg, and Blake Burgan City Attorney's.

Mayor Cook called the meeting to order at 7:00 pm.

Approval of Minutes:

Joe Edwards made a motion to approve the February 22, 2021 minutes as presented. Jake Gilbert seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Cindy Spoljaric questioned on why there were not any invoices for Taft showing on the claims. Cindy Gossard stated that the clerk's office has not received any invoices for retainer/non-retainer items nor litigation. Taft to date has been paid \$22, 251.50.

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

Miscellaneous Business/Special Presentations:

None

Old Business:

Resolution 21-103: Approving Proposed term Sheet for Development of Certain Property in the City

Council Introduction: March 8 2021

Adoption Consideration: March 22, 2021

Todd Burtron and Justin Moffett outlined the terms of the proposed partnership between Old Town Companies & the city to construct a parking garage with the Union Square Allocation Area.

There was council discussion.

Scott Willis made the motion to approve Resolution 21-103 as presented. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

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Ordinance 21-10: Woods Robinson, Briggs PUD

Council Introduction: February 8, 2021

APC Public Hearing: February 16, 2021

APC Recommendation: March 15, 2021

Adoption Consideration: March 22, 2021

Daine Crabtree presented stating this is a request for rezoning of 157 acres on the N side of 191st Street and Grand Park Boulevard.

Jim Ake and Birch Dalton answered questions of council on the proposal. The acreage will be divided into 4 districts. District 1-Commerical, District 2-Park/Trail Head District, District 3-Small Lot Single Family Residential (north), and District 4-Small Lot Single Family Residential (south).

Mike Luedke, area neighbor spoke in favor of the development.

Troy Patton made the motion to approve Ordinance 21-10 as presented. Scott Willis seconded. Vote: Yes-5; No-2 (C. Spoljaric, M. Johns). Motion carries.

New Business:

Approval of Food Trucks/Sundown Garden Open House Dates: May 15th, July 10th, and September 18th.

Joe Edwards made the motion to approve the food trucks on said dates. Scott Frei seconded. Vote: Yes-3; No-0. Motion carries.

Approval of Food Trucks: Village Park Carnival: April 29-May 9th.

Jake Gilbert made the motion to approve the food trucks. Scott Frei seconded. Vote: Yes-3; No-0. Motion carries.

Resolutions 21-107,21-108 and Ordinance 21-21 Tabled to future meeting.

Guests:

Mary Briggs addressed her signage concerns throughout the city.

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City Council Comments:

Troy Patton- Stated there are two kinds of people, ones that solves problems and ones that create problems, stating unfortunately we are dealing with those who create problems. Troy thanked Todd Burtron for his help with the budget process discussion at the last Finance meeting. A Resolution concerning a 3rd party audit would be addressed at the next Finance committee meeting.

Cindy Spoljaric- APC update.

Scott Frei- Special RDC Meeting on Wednesday relating to Grand Park-Asking for citizens to attend/listen. We need to put taxpayers first.

Mike Johns- Litigation in the city over the past several months (Administration vs Clerk's office) possible Resolution being turned over to the Oversight Committee. Information requested (to be received by March 19th) on cost update of SR 32/INDOT agreement was not received. This will be a topic at the next council meeting.

Mayor Comments:

Transparency in setting an agenda

Without any further business, the meeting adjourned at 8:32 pm.

Clerk-Treasurer

President

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RESOLUTION 21-108

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
WESTFIELD, INDIANA INITIATING AN INVESTIGATION

WHEREAS, the Common Council of the City has been advised of additional disputes between the Mayor and the Clerk Treasurer's office resulting in third parties being in possession of City records;

WHEREAS, the Common Council has learned the Mayor has initiated additional litigation against the Clerk Treasurer;

WHEREAS, the Common Council of the City pursuant to IC 36-4-6-21 has determined that an investigation by the legislative body is appropriate;

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

Section 1. The Common Council of the City will undertake an investigation relating to litigation pending between the Mayor and Clerk Treasurer and expects access to all records pertaining to the investigation and cooperation of all those compelled in attendance of witnesses and the production of evidence by subpoena.

Section 2. This resolution shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED THIS _____ DAY OF MARCH, 2021, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Scott Willis

Scott Willis

Scott Willis

Jake Gilbert

Jake Gilbert

Jake Gilbert

Joe Edwards

Joe Edwards

Joe Edwards

Scott Frei

Scott Frei

Scott Frei

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

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

I hereby certify that RESOLUTION 21-108 as delivered to the Mayor of Westfield on the ____ day of _____, 2021, at _____ m.

Cindy Gossard, Clerk Treasurer

I hereby APPROVE Resolution 21-108
this ____ day of March, 2021.

J. Andrew Cook, Mayor

I hereby VETO Resolution 21-108
this ____ day of March, 2021.

J. Andrew Cook, Mayor

RESOLUTION NO: 21-109

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, ESTABLISHING AN AUDIT COMMITTEE

WHEREAS, Indiana Code section 5-11-1-24.4 allows an audited entity to request in writing that the State Board of Accounts (“SBOA”) authorize the City to (1) opt out of examinations by the SBOA; and (2) engage a certified public accountant to conduct the examinations;

WHEREAS, the Common Council of the City of Westfield shall establish an audit committee (“Committee”) to facilitate the selection of a certified public accountant. The Committee shall be composed of the following three (3) members: (A) One (1) member of the legislative body appointed by the legislative body; (B) One (1) certified public accountant appointed by the legislative body who is not the fiscal officer or an employee of the audited entity; and (C) One (1) person appointed by the executive of the audited entity who is qualified due to an involvement with financial matters, and who is not the fiscal officer or an employee of the audited entity;

WHEREAS, the Committee shall establish factors to evaluate the audit services provided by a certified public accountant, including: (i) experience; (ii) ability to perform the required services; (iii) capability to follow the guidelines and standards adopted by the SBOA; (iv) ability to timely complete all necessary components of the examination; and (v) any other factors considered necessary by the Committee;

WHEREAS, the Committee shall publish notice of a request for proposals under IC 5-3-1 that includes: (i) a brief description of the audit requirements; (ii) a time frame; (iii) application procedures; (iv) evaluation criteria; and (v) any other items considered necessary by the audit committee;

WHEREAS, the Committee shall evaluate the proposals submitted by qualified certified public accountants. If compensation is a factor, it may not be the sole factor used to evaluate proposals; and

WHEREAS, the Committee shall rank and recommend in order of preference not fewer than three (3) certified public accountants considered most highly qualified on the factors established by the Committee. If fewer than three (3) certified public accountants respond to the request for proposals, the Committee shall recommend the remaining qualified certified public accountants in order of preference.

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

Section 1. Appointments. The following members are hereby appointed to the Audit Committee:

1. Mayor’s Appointment: _____
2. Council Member Appointment: _____
3. CPA appointed by Council: _____

Pursuant to Ind. Code §5-11-1-24.4, each member shall be appointed for a three (3) year term and shall serve without compensation. However, a Council member appointed to this Committee who ceases to hold the office of legislative body ceases to be a member of the Committee. A member may not

have a contractual relationship, financial interest, or political affiliation with the certified public accountant selected.

Section 2. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

PASSED THIS _____ DAY OF _____, 2021, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

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

ATTEST:

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

I hereby certify that RESOLUTION 21-109 was delivered to the Mayor of Westfield on the
____ day of _____, 2021, at _____ m.

Cindy Gossard, Clerk Treasurer

I hereby APPROVE Resolution 21-109
this ____ day of _____, 2021.

I hereby VETO Resolution 21-109
this ____ day of _____, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

4/7/2021 8:34:07 AM

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 12, 2021

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 32 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 12 day of April, 2021

_____	_____	_____
_____	_____	_____
_____	_____	_____

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: 03/18/21..04/06/21

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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								
VEN000589	Duke Energy	APP079910	3/18/2021	101001341	ADM-ELECTRICITY	Electric	451.54	70384	3/22/2021
VEN001537	Payroll	APP080154	3/29/2021	101001111	ADM-SALARY	April 1st payroll	8,201.04	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101001120	ADM-FICA /MEDICARE	April 1st payroll	489.43	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101001120	ADM-FICA /MEDICARE	April 1st payroll	114.46	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101001121	ADM-PERF	April 1st payroll	899.90	500000658	3/30/2021
VEN006362	Anthem EAP	APP080208	3/29/2021	101001119	ADM-HEALTH/DENTAL	2nd quart EAP	9.48	70459	3/31/2021
VEN008029	Liberty Mutual Insurance	APP080211	3/22/2021	101001339	ADM-INSURANCE	4th inst	4,699.38	70461	3/31/2021
VEN005574	Bose McKinney and Evans LLP	APP080232	3/31/2021	101001331	ADM-CONSULTING	Strategic Communication	3,500.00		
VEN000534	Delta Dental	APP080253	4/1/2021	101001119	ADM-HEALTH/DENTAL	April Dental Ins	40.62	70464	4/1/2021
VEN000513	DavisVision	APP080259	4/1/2021	101001119	ADM-HEALTH/DENTAL	April Vision Ins	25.74	70463	4/1/2021
VEN008075	Anthem Bank	APP080263	4/1/2021	101001119	ADM-HEALTH/DENTAL	April Med Ins	2,445.30		
VEN000917	Humane Society for Hamilton	APP080353	4/5/2021	101001349	ADM-SERVICES	Strays	6,483.00		
VEN008760	BKD CPAs LLP	APP080430	4/6/2021	101001331	ADM-CONSULTING	November services	3,591.00		
VEN008760	BKD CPAs LLP	APP080431	4/6/2021	101001331	ADM-CONSULTING	Feb services	49,113.00		
VEN006678	Amazon Capital Services	APP080432	4/6/2021	101001347	ADM-PROMOTIONS	Sympathy wind chimes	62.99		
VEN000695	Financial Solutions Group	APP080433	4/6/2021	101001331	ADM-CONSULTING	Assist Quart 1	13,205.00		
VEN006678	Amazon Capital Services	APP080434	4/6/2021	101001347	ADM-PROMOTIONS	Sympathy chimes	49.99		
VEN001881	Taft Stettinius and Hollister	APP080456	4/6/2021	101001330	ADM-ATTORNEY/CONSULT	Jan Retainer	20,000.00		
VEN001881	Taft Stettinius and Hollister	APP080456	4/6/2021	101001330	ADM-ATTORNEY/CONSULT	Jan non retainer	170,409.03		
VEN007062	McGriff Insurance	APP080458	4/6/2021	101001339	ADM-INSURANCE	Surety Bond	100.00		
	Subtotal for Administration						283,890.90		
	Police								
VEN000589	Duke Energy	APP079910	3/18/2021	101002341	POLICE-ELECTRICITY	Electric	2,201.93	70384	3/22/2021
VEN001417	Napa Auto Parts	APP080038	3/24/2021	101002360	POLICE-VEHICLE REPAIR	SYNOW20	43.53		
VEN001417	Napa Auto Parts	APP080038	3/24/2021	101002360	POLICE-VEHICLE REPAIR	Vehicle Batteries	204.99		
VEN000314	C.A.R. Clinic	APP080040	3/24/2021	101002360	POLICE-VEHICLE REPAIR	Vehciles Repairs	2,199.68		
VEN002035	US Uniform and Supply	APP080041	3/24/2021	101002229	POLICE-UNIFORMS	New Hire Uniforms-Woods	2,597.80		
VEN001856	Sun Badge Co	APP080042	3/24/2021	101002229	POLICE-UNIFORMS	Uniform Badges	206.50		
VEN002116	Westfield Tire and Muffler	APP080043	3/24/2021	101002360	POLICE-VEHICLE REPAIR	Vehicle Tires with Mount and	604.90		
VEN008603	IME	APP080044	3/24/2021	101002347	POLICE-PROMOTIONS	Promotional Plaques	140.00		
VEN000747	Galls	APP080045	3/24/2021	101002229	POLICE-UNIFORMS	Uniform Holters	611.60		
VEN000256	Bobbie Gorrell	APP080055	3/24/2021	101002347	POLICE-PROMOTIONS	Change for Golf Cart Permits	200.00	70452	3/24/2021

Purchase Invoice Register

City of Westfield

Report Date Range: 03/18/21..04/06/21

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
101	General								
	Police								
VEN001856	Sun Badge Co	APP080066	3/25/2021	101002229	POLICE-UNIFORMS	Uniform Badges	63.00		
VEN001635	Ray O'herron Co. Inc.	APP080067	3/25/2021	101002472	POLICE-EQUIPMENT	Pepper Mace	277.48		
VEN001942	The Uniform House	APP080068	3/25/2021	101002229	POLICE-UNIFORMS	Uniform Patches	444.00		
VEN001555	Pet Supplies Plus	APP080069	3/25/2021	101002355	POLICE-K-9 MAINT	Dog Food	35.89		
VEN006196	Yellow Dog Veterinary Clinic	APP080070	3/25/2021	101002355	POLICE-K-9 MAINT	Groom and Dashed-Pilot	88.00		
VEN001178	Kiesler's Police Supply	APP080071	3/25/2021	101002472	POLICE-EQUIPMENT	Streamlight Weaponlights	1,274.00		
VEN005581	Newton Oil Company	APP080116	3/26/2021	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	10,028.67		
VEN001537	Payroll	APP080154	3/29/2021	101002111	POLICE-SALARY	April 1st payroll	195,501.85	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101002120	POLICE-FICA/MEDICARE	April 1st payroll	11,645.58	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101002120	POLICE-FICA/MEDICARE	April 1st payroll	2,723.57	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101002121	POLICE-PERF	April 1st payroll	30,750.78	500000658	3/30/2021
VEN002123	Westfield-Washington Schools	APP080175	3/30/2021	101002223	POLICE-OFFICE SUPPLIES	Paper	45.96		
VEN006362	Anthem EAP	APP080208	3/29/2021	101002119	POLICE-HEALTH/DENTAL	2nd quart EAP	312.84	70459	3/31/2021
VEN008029	Liberty Mutual Insurance	APP080211	3/22/2021	101002339	POLICE-INSURANCE	4th inst	7,678.15	70461	3/31/2021
VEN000534	Delta Dental	APP080253	4/1/2021	101002119	POLICE-HEALTH/DENTAL	April Dental Ins	2,973.99	70464	4/1/2021
VEN000513	DavisVision	APP080259	4/1/2021	101002119	POLICE-HEALTH/DENTAL	April Vision Ins	664.33	70463	4/1/2021
VEN008075	Anthem Bank	APP080263	4/1/2021	101002119	POLICE-HEALTH/DENTAL	April Med Ins	66,902.66		
VEN000747	Galls	APP080354	4/5/2021	101002229	POLICE-UNIFORMS	Radio, MAG, Handcuff Pouch	67.29		
VEN000747	Galls	APP080354	4/5/2021	101002229	POLICE-UNIFORMS	Uniform Boots	221.32		
VEN000747	Galls	APP080354	4/5/2021	101002229	POLICE-UNIFORMS	United Uniform Safety Vest	54.64		
VEN002035	US Uniform and Supply	APP080355	4/5/2021	101002229	POLICE-UNIFORMS	Uniforms - Adley	224.85		
VEN005007	Herrmann Veterinary Clinic	APP080356	4/5/2021	101002355	POLICE-K-9 MAINT	Mass Remova - Scout	305.31		
VEN008443	CoverTrack Group	APP080357	4/5/2021	101002350	POLICE-SUBSCRIPTIONS/D	GPS Tracker-Annual Subscri	600.00		
VEN008278	Canine Development Group	APP080358	4/5/2021	101002355	POLICE-K-9 MAINT	Yearly Subscripton-Stubbs	100.00		
VEN008278	Canine Development Group	APP080358	4/5/2021	101002355	POLICE-K-9 MAINT	Yearly Subscription-Abney	100.00		
VEN000080	Almost Home Boarding Kennel	APP080359	4/5/2021	101002355	POLICE-K-9 MAINT	K9 Boarding - Pilot	174.00		
VEN001417	Napa Auto Parts	APP080360	4/5/2021	101002360	POLICE-VEHICLE REPAIR	Vehicle Battery, License Plate	162.42		
VEN000569	Don Hinds Ford Inc	APP080361	4/5/2021	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	1,150.73		
VEN000314	C.A.R. Clinic	APP080362	4/5/2021	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	1,639.20		
VEN002353	Boldens Cleaners	APP080423	4/5/2021	101002229	POLICE-UNIFORMS	Dry Cleaning	868.15		
	Subtotal for Police						346,089.59		

Purchase Invoice Register

City of Westfield

Report Date Range: 03/18/21..04/06/21

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
101	General								
	Economic and Community Development								
VEN001537	Payroll	APP079930	3/18/2021	101003111	ECD-SALARY	sal	3,600.00	500000657	3/19/2021
VEN001537	Payroll	APP079930	3/18/2021	101003120	ECD-FICA/MEDICARE	fica	223.20	500000657	3/19/2021
VEN001537	Payroll	APP079930	3/18/2021	101003120	ECD-FICA/MEDICARE	med	52.20	500000657	3/19/2021
VEN001537	Payroll	APP080154	3/29/2021	101003111	ECD-SALARY	April 1st payroll	24,017.82	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101003120	ECD-FICA/MEDICARE	April 1st payroll	1,437.80	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101003120	ECD-FICA/MEDICARE	April 1st payroll	336.27	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101003121	ECD-PERF	April 1st payroll	3,410.52	500000658	3/30/2021
VEN009149	Brian Templeman	APP080167	3/30/2021	101003349	ECD-SERVICES	Refund filing fee	600.00	70460	3/31/2021
VEN006362	Anthem EAP	APP080208	3/29/2021	101003119	ECD-HEALTH/DENTAL	2nd quart EAP	52.14	70459	3/31/2021
VEN000534	Delta Dental	APP080253	4/1/2021	101003119	ECD-HEALTH/DENTAL	April Dental Ins	352.14	70464	4/1/2021
VEN000513	DavisVision	APP080259	4/1/2021	101003119	ECD-HEALTH/DENTAL	April Vision Ins	99.62	70463	4/1/2021
VEN008075	Anthem Bank	APP080263	4/1/2021	101003119	ECD-HEALTH/DENTAL	April Med Ins	7,692.68		
	Subtotal for Economic and Community Development						41,874.39		
	Parks								
VEN001537	Payroll	APP080154	3/29/2021	101005111	PARKS-SALARY	April 1st payroll	6,766.28	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101005120	PARKS-FICA/MEDICARE	April 1st payroll	393.70	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101005120	PARKS-FICA/MEDICARE	April 1st payroll	92.08	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101005121	PARKS-PERF	April 1st payroll	960.81	500000658	3/30/2021
VEN006362	Anthem EAP	APP080208	3/29/2021	101005119	PARKS-HEALTH/DENTAL	2nd quart EAP	14.22	70459	3/31/2021
VEN000534	Delta Dental	APP080253	4/1/2021	101005119	PARKS-HEALTH/DENTAL	April Dental Ins	163.48	70464	4/1/2021
VEN000513	DavisVision	APP080259	4/1/2021	101005119	PARKS-HEALTH/DENTAL	April Vision Ins	31.34	70463	4/1/2021
VEN008075	Anthem Bank	APP080263	4/1/2021	101005119	PARKS-HEALTH/DENTAL	April Med Ins	2,928.41		
VEN007391	Queen City Pyro Production	APP080425	4/5/2021	101005347	PARKS-PROMOTION	WR4	15,000.00		
	Subtotal for Parks						26,350.32		
	Economic Dev								
VEN001537	Payroll	APP080154	3/29/2021	101006111	ECONOMIC DEV-SALARY	April 1st payroll	3,367.31	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101006120	ECONOMIC DEV-FICA/MEDI	April 1st payroll	208.55	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101006120	ECONOMIC DEV-FICA/MEDI	April 1st payroll	48.77	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101006121	ECONOMIC DEV-PERF	April 1st payroll	478.16	500000658	3/30/2021
VEN006362	Anthem EAP	APP080208	3/29/2021	101006119	ECONOMIC DEV-HEALTH/D	2nd quart EAP	4.74	70459	3/31/2021
VEN000534	Delta Dental	APP080253	4/1/2021	101006119	ECONOMIC DEV-HEALTH/D	April Dental Ins	20.86	70464	4/1/2021

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Fund No.	Fund Name								
101	General								
	Economic Dev								
VEN000513	DavisVision	APP080259	4/1/2021	101006119	ECONOMIC DEV-HEALTH/D	April Vision Ins	5.60	70463	4/1/2021
VEN008075	Anthem Bank	APP080263	4/1/2021	101006119	ECONOMIC DEV-HEALTH/D	April Med Ins	579.00		
	Subtotal for Economic Dev						4,712.99		
	Informatics								
VEN002050	Verizon Wireless	APP080065	3/24/2021	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and air cards	6,117.45	70453	3/24/2021
VEN005146	Konica Minolta Business	APP080134	3/26/2021	101007337	IT-PRINTING	Click charges	12.39		
VEN002050	Verizon Wireless	APP080135	3/26/2021	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and air cards	4,467.65	70462	3/31/2021
VEN001537	Payroll	APP080154	3/29/2021	101007111	IT-SALARY	April 1st payroll	18,810.42	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101007120	IT-FICA/MEDICARE	April 1st payroll	976.78	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101007120	IT-FICA/MEDICARE	April 1st payroll	228.40	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101007121	IT-PERF	April 1st payroll	2,387.08	500000658	3/30/2021
VEN006362	Anthem EAP	APP080208	3/29/2021	101007119	IT-HEALTH/DENTAL	2nd quart EAP	28.44	70459	3/31/2021
VEN005272	SHI International	APP080231	3/31/2021	101007331	IT-CONSULTING	Teams Configuration and Imp	6,550.00		
VEN000534	Delta Dental	APP080253	4/1/2021	101007119	IT-HEALTH/DENTAL	April Dental Ins	269.80	70464	4/1/2021
VEN000513	DavisVision	APP080259	4/1/2021	101007119	IT-HEALTH/DENTAL	April Vision Ins	62.68	70463	4/1/2021
VEN008075	Anthem Bank	APP080263	4/1/2021	101007119	IT-HEALTH/DENTAL	April Med Ins	5,915.23		
VEN005272	SHI International	APP080383	4/5/2021	101007389	IT-SOFTWARE LICENSING	Duo Security	2,660.00		
VEN003729	Metronet	APP080384	4/5/2021	101007335	IT-TELEPHONE	Land lines and long distance	2,456.16		
VEN005146	Konica Minolta Business	APP080385	4/5/2021	101007337	IT-PRINTING	Click charges	114.89		
VEN004591	Virtusa Corporation	APP080386	4/5/2021	101007349	IT-SERVICES	March services	789.00		
VEN005996	Konica Minolta Premier Fin	APP080387	4/5/2021	101007337	IT-PRINTING	Copy machine rental	1,053.89		
VEN007897	Konica Minolta Prem Fin 2	APP080388	4/5/2021	101007337	IT-PRINTING	Sta 82 and Sta 83 copy machi	77.70		
VEN005272	SHI International	APP080390	4/5/2021	101007389	IT-SOFTWARE LICENSING	Microsoft select	4,895.40		
VEN005272	SHI International	APP080391	4/5/2021	101007389	IT-SOFTWARE LICENSING	Bentley Systems	2,705.89		
VEN005272	SHI International	APP080392	4/5/2021	101007389	IT-SOFTWARE LICENSING	Adobe license	235.20		
VEN005272	SHI International	APP080393	4/5/2021	101007451	IT-COMPUTER/EQUIP	ProBooks	3,465.45		
VEN005146	Konica Minolta Business	APP080410	4/5/2021	101007337	IT-PRINTING	Click charges	16.50		
	Subtotal for Informatics						62,296.40		
	Clerk Treasurer								
VEN001826	Staples	APP080073	3/25/2021	101008223	CT-OFFICE SUPPLIES	Office supplies	76.07		
VEN001537	Payroll	APP080154	3/29/2021	101008111	CT-SALARY	April 1st payroll	17,272.61	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	101008120	CT-FICA/MEDICARE	April 1st payroll	1,009.48	500000658	3/30/2021

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101	General										
			Clerk Treasurer								
		VEN001537	Payroll	APP080154	3/29/2021	101008120	CT-FICA/MEDICARE	April 1st payroll	236.07	500000658	3/30/2021
		VEN001537	Payroll	APP080154	3/29/2021	101008121	CT-PERF	April 1st payroll	2,015.49	500000658	3/30/2021
		VEN001469	O W Krohn and Associates	APP080161	3/30/2021	101008331	CT-CONSULTING	Feb Services	7,420.00		
		VEN002123	Westfield-Washington Schools	APP080175	3/30/2021	101008223	CT-OFFICE SUPPLIES	Paper	22.98		
		VEN006362	Anthem EAP	APP080208	3/29/2021	101008119	CT-HEALTH/DENTAL	2nd quart EAP	28.44	70459	3/31/2021
		VEN000534	Delta Dental	APP080253	4/1/2021	101008119	CT-HEALTH/DENTAL	April Dental Ins	220.74	70464	4/1/2021
		VEN000513	DavisVision	APP080259	4/1/2021	101008119	CT-HEALTH/DENTAL	April Vision Ins	62.68	70463	4/1/2021
		VEN008075	Anthem Bank	APP080263	4/1/2021	101008119	CT-HEALTH/DENTAL	April Med Ins	4,230.68		
			Subtotal for Clerk Treasurer						32,595.24		
			Mayor								
		VEN001537	Payroll	APP080154	3/29/2021	101009111	MAYOR-SALARY	April 1st payroll	4,575.54	500000658	3/30/2021
		VEN001537	Payroll	APP080154	3/29/2021	101009120	MAYOR- FICA/MEDICARE	April 1st payroll	275.02	500000658	3/30/2021
		VEN001537	Payroll	APP080154	3/29/2021	101009120	MAYOR- FICA/MEDICARE	April 1st payroll	64.32	500000658	3/30/2021
		VEN001537	Payroll	APP080154	3/29/2021	101009121	MAYOR-PERF	April 1st payroll	649.73	500000658	3/30/2021
		VEN006362	Anthem EAP	APP080208	3/29/2021	101009119	MAYOR-HEALTH/DENTAL	2nd quart EAP	4.74	70459	3/31/2021
		VEN000534	Delta Dental	APP080253	4/1/2021	101009119	MAYOR-HEALTH/DENTAL	April Dental Ins	40.62	70464	4/1/2021
		VEN000513	DavisVision	APP080259	4/1/2021	101009119	MAYOR-HEALTH/DENTAL	April Vision Ins	12.87	70463	4/1/2021
		VEN008075	Anthem Bank	APP080263	4/1/2021	101009119	MAYOR-HEALTH/DENTAL	April Med Ins	1,271.53		
		VEN009143	Cone and Crumb Inc	APP080429	4/6/2021	101009347	MAYOR-PROMOTIONS	Grand Junc Plaza	70.00		
		VEN001913	The Bridgewater Club LLC	APP080455	4/6/2021	101009347	MAYOR-PROMOTIONS	Luncheon	45.72		
		VEN001079	Janus Developmental Service	APP080461	4/6/2021	101009347	MAYOR-PROMOTIONS	Brkft donation	1,000.00		
			Subtotal for Mayor						8,010.09		
			City Council								
		VEN001537	Payroll	APP079930	3/18/2021	101010111	CITY COUNCIL-SALARY	sal	29,487.75	500000657	3/19/2021
		VEN001537	Payroll	APP079930	3/18/2021	101010120	CITY COUNCIL-FICA/MEDIC	fica	1,828.24	500000657	3/19/2021
		VEN001537	Payroll	APP079930	3/18/2021	101010120	CITY COUNCIL-FICA/MEDIC	med	427.56	500000657	3/19/2021
			Subtotal for City Council						31,743.55		
			Board of Works								
		VEN001537	Payroll	APP079930	3/18/2021	101011111	BOARD OF WORKS-SALARY	sal	525.00	500000657	3/19/2021
		VEN001537	Payroll	APP079930	3/18/2021	101011120	BOARD OF WORKS-FICA/M	fica	32.55	500000657	3/19/2021
		VEN001537	Payroll	APP079930	3/18/2021	101011120	BOARD OF WORKS-FICA/M	med	7.62	500000657	3/19/2021
			Subtotal for Board of Works						565.17		

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101	General										
	Public Works										
	VEN000589	Duke Energy	APP079910	3/18/2021	101013341	PW-ELECTRIC	Electric		5,085.61	70384	3/22/2021
	VEN000589	Duke Energy	APP079910	3/18/2021	101013341	PW-ELECTRIC	Electric		1,844.00	70384	3/22/2021
	VEN000412	City of Westfield Utility	APP080108	3/25/2021	101013342	PW-WATER/SEWER	Storm PW		3,534.60		
	VEN000977	Indiana Parks and Recreation Assoc	APP080113	3/26/2021	101013350	PW-SUBS/DUES	2021 Membership dues		360.00		
	VEN001182	Kings III America	APP080115	3/26/2021	101013349	PW-CONTRACTUAL SERVIC	Quart Elevator phone		111.51		
	VEN001537	Payroll	APP080154	3/29/2021	101013111	PW-SALARY	April 1st payroll		52,007.95	500000658	3/30/2021
	VEN001537	Payroll	APP080154	3/29/2021	101013119	PW-HEALTH AND DENTAL	April 1st payroll		375.00	500000658	3/30/2021
	VEN001537	Payroll	APP080154	3/29/2021	101013120	PW-FICA/MEDICARE	April 1st payroll		3,026.05	500000658	3/30/2021
	VEN001537	Payroll	APP080154	3/29/2021	101013120	PW-FICA/MEDICARE	April 1st payroll		707.70	500000658	3/30/2021
	VEN001537	Payroll	APP080154	3/29/2021	101013121	PW-PERF	April 1st payroll		7,981.40	500000658	3/30/2021
	VEN000589	Duke Energy	APP080206	3/31/2021	101013341	PW-ELECTRIC	Ditch Rd		63.00	70458	3/31/2021
	VEN002336	Citizens Westfield	APP080207	3/31/2021	101013342	PW-WATER/SEWER	PW		146.23	70457	3/31/2021
	VEN006362	Anthem EAP	APP080208	3/29/2021	101013119	PW-HEALTH AND DENTAL	2nd quart EAP		170.64	70459	3/31/2021
	VEN008029	Liberty Mutual Insurance	APP080211	3/22/2021	101013339	PW-INSURANCE	4th inst		4,071.75	70461	3/31/2021
	VEN000534	Delta Dental	APP080253	4/1/2021	101013119	PW-HEALTH AND DENTAL	April Dental Ins		1,322.82	70464	4/1/2021
	VEN000513	DavisVision	APP080259	4/1/2021	101013119	PW-HEALTH AND DENTAL	April Vision Ins		250.72	70463	4/1/2021
	VEN008075	Anthem Bank	APP080263	4/1/2021	101013119	PW-HEALTH AND DENTAL	April Med Ins		26,612.55		
	VEN005403	BrightView Landscapes LLC	APP080375	4/5/2021	101013349	PW-CONTRACTUAL SERVIC	Janitorial March		11,562.78		
	VEN005403	BrightView Landscapes LLC	APP080376	4/5/2021	101013349	PW-CONTRACTUAL SERVIC	COW March		43,741.67		
	VEN005403	BrightView Landscapes LLC	APP080377	4/5/2021	101013349	PW-CONTRACTUAL SERVIC	US 31 March		11,460.00		
	Subtotal for Public Works								174,435.98		
	Communications										
	VEN001537	Payroll	APP080154	3/29/2021	101020111	COMM-SALARY	April 1st payroll		7,463.53	500000658	3/30/2021
	VEN001537	Payroll	APP080154	3/29/2021	101020120	COMM-FICA/MEDICARE	April 1st payroll		448.16	500000658	3/30/2021
	VEN001537	Payroll	APP080154	3/29/2021	101020120	COMM-FICA/MEDICARE	April 1st payroll		104.81	500000658	3/30/2021
	VEN001537	Payroll	APP080154	3/29/2021	101020121	COMM-PERF	April 1st payroll		1,059.82	500000658	3/30/2021
	VEN006362	Anthem EAP	APP080208	3/29/2021	101020119	COMM-HEALTH/DENTAL	2nd quart EAP		14.22	70459	3/31/2021
	VEN000534	Delta Dental	APP080253	4/1/2021	101020119	COMM-HEALTH/DENTAL	April Dental Ins		98.88	70464	4/1/2021
	VEN000513	DavisVision	APP080259	4/1/2021	101020119	COMM-HEALTH/DENTAL	April Vision Ins		24.07	70463	4/1/2021
	VEN008075	Anthem Bank	APP080263	4/1/2021	101020119	COMM-HEALTH/DENTAL	April Med Ins		2,331.77		
	VEN000942	Imagery LLC	APP080350	4/5/2021	101020347	COMM-PROMOTIONS	Baseball caps		1,631.85		
	VEN000942	Imagery LLC	APP080351	4/5/2021	101020347	COMM-PROMOTIONS	Totes		170.47		

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Fund No.	Fund Name									
101	General									
Communications										
VEN000942	Imagery LLC	APP080351	4/5/2021	101020347	COMM-PROMOTIONS	Insulated Tumblers	1,157.55			
Subtotal for Communications							14,505.13			
Customer Service										
VEN001537	Payroll	APP080154	3/29/2021	101021111	CUSTOMER SERV-SALARY	April 1st payroll	8,353.45	500000658	3/30/2021	
VEN001537	Payroll	APP080154	3/29/2021	101021119	CUSTOMER SERV-HEALTH/	April 1st payroll	125.00	500000658	3/30/2021	
VEN001537	Payroll	APP080154	3/29/2021	101021120	CUSTOMER SERV- FICA/ME	April 1st payroll	488.52	500000658	3/30/2021	
VEN001537	Payroll	APP080154	3/29/2021	101021120	CUSTOMER SERV- FICA/ME	April 1st payroll	114.26	500000658	3/30/2021	
VEN001537	Payroll	APP080154	3/29/2021	101021121	CUSTOMER SERV- PERF	April 1st payroll	1,186.20	500000658	3/30/2021	
VEN006362	Anthem EAP	APP080208	3/29/2021	101021119	CUSTOMER SERV-HEALTH/	2nd quart EAP	23.70	70459	3/31/2021	
VEN000534	Delta Dental	APP080253	4/1/2021	101021119	CUSTOMER SERV-HEALTH/	April Dental Ins	183.24	70464	4/1/2021	
VEN000513	DavisVision	APP080259	4/1/2021	101021119	CUSTOMER SERV-HEALTH/	April Vision Ins	38.61	70463	4/1/2021	
VEN008075	Anthem Bank	APP080263	4/1/2021	101021119	CUSTOMER SERV-HEALTH/	April Med Ins	2,715.52			
Subtotal for Customer Service							13,228.50			
Human Resources										
VEN001537	Payroll	APP080154	3/29/2021	101022111	HR -SALARY	April 1st payroll	4,453.40	500000658	3/30/2021	
VEN001537	Payroll	APP080154	3/29/2021	101022120	HR-FICA/MEDICARE	April 1st payroll	263.33	500000658	3/30/2021	
VEN001537	Payroll	APP080154	3/29/2021	101022120	HR-FICA/MEDICARE	April 1st payroll	61.58	500000658	3/30/2021	
VEN001537	Payroll	APP080154	3/29/2021	101022121	HR PERF	April 1st payroll	632.38	500000658	3/30/2021	
VEN002123	Westfield-Washington Schools	APP080175	3/30/2021	101022223	HR- OFFICE SUPP	Paper	22.98			
VEN006362	Anthem EAP	APP080208	3/29/2021	101022119	HR-HEALTH/DENTAL	2nd quart EAP	9.48	70459	3/31/2021	
VEN000534	Delta Dental	APP080253	4/1/2021	101022119	HR-HEALTH/DENTAL	April Dental Ins	106.32	70464	4/1/2021	
VEN000513	DavisVision	APP080259	4/1/2021	101022119	HR-HEALTH/DENTAL	April Vision Ins	25.74	70463	4/1/2021	
VEN008075	Anthem Bank	APP080263	4/1/2021	101022119	HR-HEALTH/DENTAL	April Med Ins	2,373.84			
VEN000942	Imagery LLC	APP080351	4/5/2021	101022347	HR- PROMOTIONS	Totes	170.47			
VEN000942	Imagery LLC	APP080351	4/5/2021	101022347	HR- PROMOTIONS	Insulated Tumblers	1,157.54			
Subtotal for Human Resources							9,277.06			
Subtotal for Fund 101 General							1,049,575.31			

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN000589	Duke Energy	APP079910	3/18/2021	203012341	FIRE-ELECTRIC	Electric	2,201.93	70384	3/22/2021
VEN000589	Duke Energy	APP079910	3/18/2021	203012341	FIRE-ELECTRIC	Electric	942.64	70384	3/22/2021
VEN000589	Duke Energy	APP079910	3/18/2021	203012341	FIRE-ELECTRIC	Electric	636.64	70384	3/22/2021
VEN000589	Duke Energy	APP079910	3/18/2021	203012346	FIRE-TORNADO SIREN	Sirens	75.95	70384	3/22/2021
VEN007205	Western Fire Chiefs Association	APP080034	3/24/2021	203012334	FIRE-TRAVEL/TRAINING/SE		550.00		
VEN000266	Bound Tree Medical	APP080035	3/24/2021	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	2,630.40		
VEN001846	Stoops Freightliner	APP080036	3/24/2021	203012360	FIRE-VEHICLE MAINT	E-389 sensor and valve	64.94		
VEN002425	AFC International Inc	APP080037	3/24/2021	203012242	FIRE-HAZMAT	3 replacement LEL sensors	190.77		
VEN000682	Fastenal	APP080046	3/24/2021	203012360	FIRE-VEHICLE MAINT	parts	26.46		
VEN000903	Hoosier Fire Equipment	APP080048	3/24/2021	203012472	FIRE-EQUIP	safety bumper and guard ass	59.45		
VEN006285	Ceres Solutions Cooperative	APP080049	3/24/2021	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	2,761.06		
VEN008838	Yael Blum	APP080051	3/24/2021	203012334	FIRE-TRAVEL/TRAINING/SE	Executive Coaching	8,000.00		
VEN002326	OREILLY AUTO	APP080052	3/24/2021	203012360	FIRE-VEHICLE MAINT	battery	45.35		
VEN000266	Bound Tree Medical	APP080053	3/24/2021	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	2,819.70		
VEN005581	Newton Oil Company	APP080116	3/26/2021	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,390.68		
VEN001537	Payroll	APP080154	3/29/2021	203012111	FIRE-SALARY	April 1st payroll	237,734.41	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	203012111	FIRE-SALARY	April 1st payroll	2,627.34	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	203012120	FIRE-FICA AND MEDICARE	April 1st payroll	14,102.91	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	203012120	FIRE-FICA AND MEDICARE	April 1st payroll	3,298.28	500000658	3/30/2021
VEN001537	Payroll	APP080154	3/29/2021	203012121	FIRE-PERF	April 1st payroll	36,698.92	500000658	3/30/2021
VEN006362	Anthem EAP	APP080208	3/29/2021	203012119	FIRE-HEALTH/DENTAL	2nd quart EAP	350.76	70459	3/31/2021
VEN008029	Liberty Mutual Insurance	APP080211	3/22/2021	203012339	FIRE-INSURANCE	4th inst	4,458.56	70461	3/31/2021
VEN000266	Bound Tree Medical	APP080233	4/1/2021	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	17.72		
VEN000903	Hoosier Fire Equipment	APP080234	4/1/2021	203012229	FIRE-UNIFORMS	4 facepiece with Kevlar head	1,104.60		
VEN000483	Cummins Crosspoint LLC	APP080235	4/1/2021	203012360	FIRE-VEHICLE MAINT	Ladder 81 sensor	46.72		
VEN008762	Henry Schein Inc	APP080236	4/1/2021	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	491.80		
VEN000534	Delta Dental	APP080253	4/1/2021	203012119	FIRE-HEALTH/DENTAL	April Dental Ins	3,896.78	70464	4/1/2021
VEN000513	DavisVision	APP080259	4/1/2021	203012119	FIRE-HEALTH/DENTAL	April Vision Ins	786.25	70463	4/1/2021
VEN008075	Anthem Bank	APP080263	4/1/2021	203012119	FIRE-HEALTH/DENTAL	April Med Ins	80,527.41		
VEN000569	Don Hinds Ford Inc	APP080331	4/2/2021	203012360	FIRE-VEHICLE MAINT		227.82		
VEN001464	Northside Garage Door System	APP080332	4/2/2021	203012343	FIRE-BUILDING MAINTENAN	repaired doors - B7 and B8	257.00		
VEN007355	IMS Alliance	APP080333	4/2/2021	203012229	FIRE-UNIFORMS	Name Tags	32.00		

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Fund No. Fund Name									
203	Fire Operating								
	Fire								
VEN006285	Ceres Solutions Cooperative	APP080334	4/2/2021	203012226	FIRE-VEHICLE GAS/SUPPLIE	83 - FUEL	512.91		
VEN005587	Kronos Inc	APP080335	4/2/2021	203012350	FIRE-SUBSCRIPTIONS/DUE	telestaff	5.55		
VEN009127	Bloomington Meadows Hospital	APP080336	4/2/2021	203012349	FIRE-SERVICES		1,246.06		
VEN000266	Bound Tree Medical	APP080337	4/2/2021	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	554.61		
VEN001615	Public Safety Medical Services	APP080338	4/2/2021	203012354	FIRE-MEDICAL EXAMS/TEST	Physicals	8,350.60		
VEN009177	Jerry Buss	APP080339	4/2/2021	203012349	FIRE-SERVICES	Patient Refund	92.78		
VEN009178	Glenn Cook	APP080340	4/2/2021	203012349	FIRE-SERVICES	Patient Refund	10.00		
VEN006426	DISA Inc	APP080422	4/5/2021	203012354	FIRE-MEDICAL EXAMS/TEST	Drug testing	154.50		
VEN002353	Boldens Cleaners	APP080423	4/5/2021	203012229	FIRE-UNIFORMS	Dry Cleaning	6.75		
	Subtotal for Fire						419,989.01		
	Subtotal for Fund 203 Fire Operating						419,989.01		
Fund No. Fund Name									
204	Park Impact								
	Public Works								
VEN002019	United Consulting	APP080129	3/19/2021	204013474	PW-PARK IMPACT CONSTR	Monon 5 - CE 100% Supplem	104.79		
	Subtotal for Public Works						104.79		
	Subtotal for Fund 204 Park Impact						104.79		
Fund No. Fund Name									
239	Law Enforcement								
	Police								
VEN001052	Indiana University	APP080039	3/24/2021	239002334	LAW ENFORCE-TRAVEL/TR	Tuition-LeeAnn Carter	3,193.21	70454	3/24/2021
	Subtotal for Police						3,193.21		
	Subtotal for Fund 239 Law Enforcement						3,193.21		
Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
	Public Works								
VEN002709	Lochmueller Group Inc	APP080128	3/22/2021	264013474	ROAD IMPACT-CONSTRUCT	East Street North Ext - CE - 2	1,263.67		
VEN000103	American Structurepoint Inc	APP080130	3/26/2021	264013349	ROAD IMPACT-SERVICES	East Street North Ext - PE and	1,605.00		
VEN005929	WSP USA Inc	APP080382	4/5/2021	264013349	ROAD IMPACT-SERVICES	196th & Grassy Branch Wide	42,620.90		

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Fund No. Fund Name									
264 Road and Street Improvement (Road Impact)									
Public Works									
VEN000839	Hamilton County Clerk	APP080489	4/6/2021	264013474	ROAD IMPACT-CONSTRUCT	Ct Order Garmong v Edgeroc	938,382.40		
Subtotal for Public Works							983,871.97		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							983,871.97		
Fund No. Fund Name									
269 Training Facility Center									
Public Safety (Police and Fire)									
VEN000589	Duke Energy	APP079910	3/18/2021	269014341	TRAINING FAC-ELECTRIC	Electric	604.56	70384	3/22/2021
VEN000905	Hoosier Portable Restroom	APP080050	3/24/2021	269014349	TRAINING FAC-SERVICES	Standard unit serviced	88.00		
VEN002632	Musselman Fams Landscape	APP080054	3/24/2021	269014334	TRAINING FAC-TRAVEL/TRA	50 bales of straw	250.00		
VEN000405	Citizens Energy Group	APP080123	3/26/2021	269014342	TRAINING FAC-WATER/SE	Training Facility	103.38	70455	3/26/2021
Subtotal for Public Safety (Police and Fire)							1,045.94		
Subtotal for Fund 269 Training Facility Center							1,045.94		
Fund No. Fund Name									
560 NE 196th-SR38 Grant									
Public Works									
VEN002709	Lochmueller Group Inc	APP080128	3/22/2021	560013349	NE ST 196TH-SR38 SERV	East Street North Ext - CE - 8	5,054.69		
Subtotal for Public Works							5,054.69		
Subtotal for Fund 560 NE 196th-SR38 Grant							5,054.69		
Fund No. Fund Name									
640 Sports Campus Operating									
Grand Park									
VEN000589	Duke Energy	APP079911	3/18/2021	640015341	SPORTS CAMPUS-ELECTRI	Diam	6,688.75	3318	3/22/2021
VEN000589	Duke Energy	APP079911	3/18/2021	640015341	SPORTS CAMPUS-ELECTRI	Field	4,111.98	3318	3/22/2021
VEN000589	Duke Energy	APP079911	3/18/2021	640015341	SPORTS CAMPUS-ELECTRI	General	4,363.68	3318	3/22/2021
VEN008182	Harrells LLC	APP079912	3/18/2021	640015224	SPORTS CAMPUS-OPERATI	Fertilizer	20,953.74	3323	3/22/2021
VEN001537	Payroll	APP080153	3/29/2021	640015111	SPORTS CAMPUS-SALARY	April 1st payroll	13,229.13	100000153	3/30/2021
VEN001537	Payroll	APP080153	3/29/2021	640015120	SPORTS CAMPUS-FICA/ME	April 1st payroll	801.95	100000153	3/30/2021
VEN001537	Payroll	APP080153	3/29/2021	640015120	SPORTS CAMPUS-FICA/ME	April 1st payroll	187.56	100000153	3/30/2021

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Fund No. Fund Name									
640	Sports Campus Operating								
Grand Park									
VEN001537	Payroll	APP080153	3/29/2021	640015121	SPORTS CAMPUS-PERF	April 1st payroll	1,681.23	100000153	3/30/2021
VEN006362	Anthem EAP	APP080209	3/29/2021	640015119	SPORTS CAMPUS-HEALTH/	2nd Quart EAP	28.44	3340	3/31/2021
VEN008029	Liberty Mutual Insurance	APP080212	3/22/2021	640015339	SPORTS CAMPUS-INSURAN	4th inst	682.79	3341	3/31/2021
VEN008029	Liberty Mutual Insurance	APP080212	3/22/2021	640015339	SPORTS CAMPUS-INSURAN	4th inst	834.52	3341	3/31/2021
VEN000534	Delta Dental	APP080254	4/1/2021	640015119	SPORTS CAMPUS-HEALTH/	April Dental Ins	209.52	3344	4/1/2021
VEN000513	DavisVision	APP080261	4/1/2021	640015119	SPORTS CAMPUS-HEALTH/	April Vision Ins	48.14	3343	4/1/2021
VEN008075	Anthem Bank	APP080264	4/1/2021	640015119	SPORTS CAMPUS-HEALTH/	April Med Ins	3,947.68	100000154	4/1/2021
VEN001637	Ray's Trash Service	APP080389	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Field Trash	750.00		
VEN006537	Total Marketing Group LLC	APP080394	4/5/2021	640015331	SPORT CAMPUS-CONSULTI	Roundtripper Academy	320.00		
VEN002228	Indiana Sports Properties	APP080396	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Nov Feb and March	7,249.35		
VEN000051	Advanced Turf Solutions	APP080398	4/5/2021	640015224	SPORTS CAMPUS-OPERATI	Fertilizer	480.00		
VEN002613	Ermco Inc	APP080400	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	GPEC	594.00		
VEN008257	Ferguson Facilities Supply	APP080401	4/5/2021	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	391.42		
VEN008257	Ferguson Facilities Supply	APP080403	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Restroom supplies	391.42		
VEN006898	Supply Warehouse Inc	APP080404	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Restroom supplies	273.00		
VEN006898	Supply Warehouse Inc	APP080405	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Restroom supplies	105.90		
VEN000060	Agency One Security Group	APP080408	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Addl keys Bullpen	60.00		
VEN008182	Harrells LLC	APP080409	4/5/2021	640015224	SPORTS CAMPUS-OPERATI	Fertilizer	6,468.00		
VEN008257	Ferguson Facilities Supply	APP080412	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Restroom supplies	24.24		
VEN008257	Ferguson Facilities Supply	APP080413	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Restroom supplies	91.70		
VEN006907	Pioneer Athletics	APP080414	4/5/2021	640015349	SPORTS CAMPUS-SERVICE	Red Chalk	378.60		
VEN004873	Siteone Landscape Supply	APP080415	4/5/2021	640015224	SPORTS CAMPUS-OPERATI	Irrigation material	121.64		
VEN005897	Hamilton County Reporter	APP080417	4/5/2021	640015347	SPORTS CAMPUS-PROMOTI	Bid notice	46.20		
VEN003729	Metronet	APP080418	4/5/2021	640015224	SPORTS CAMPUS-OPERATI	Diam	59.61		
VEN003729	Metronet	APP080418	4/5/2021	640015224	SPORTS CAMPUS-OPERATI	Field	59.61		
Subtotal for Grand Park							75,633.80		
Sport Campus Indoor Event Ctr									
VEN000589	Duke Energy	APP079911	3/18/2021	640023341	GP INDOOR-ELECTRIC	GPEC	13,102.69	3318	3/22/2021
VEN005826	LST Venues LLC	APP079913	3/18/2021	640023331	GP INDOOR-CONSULTING	April Operational and Marketi	19,750.00	3328	3/22/2021
VEN001537	Payroll	APP080153	3/29/2021	640023111	GP INDOOR-SALARY	April 1st payroll	10,112.10	100000153	3/30/2021
VEN001537	Payroll	APP080153	3/29/2021	640023120	GP INDOOR-FIICA/MEDICAR	April 1st payroll	616.96	100000153	3/30/2021
VEN001537	Payroll	APP080153	3/29/2021	640023120	GP INDOOR-FIICA/MEDICAR	April 1st payroll	144.30	100000153	3/30/2021

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Fund No.	Fund Name								
640	Sports Campus Operating								
	Sport Campus Indoor Event Ctr								
VEN001537	Payroll	APP080153	3/29/2021	640023121	GP INDOOR-PERF	April 1st payroll	1,235.27	100000153	3/30/2021
VEN006362	Anthem EAP	APP080209	3/29/2021	640023119	GP INDOOR-HEALTH/DENT	2nd Quart EAP	9.48	3340	3/31/2021
VEN003729	Metronet	APP080210	3/19/2021	640023224	GP INDOOR-OPERATING SU	GPEC	160.80	3342	3/31/2021
VEN008029	Liberty Mutual Insurance	APP080212	3/22/2021	640023339	GP INDOOR-INSURANCE	4th inst	1,517.31	3341	3/31/2021
VEN000534	Delta Dental	APP080254	4/1/2021	640023119	GP INDOOR-HEALTH/DENT	April Dental Ins	62.58	3344	4/1/2021
VEN000513	DavisVision	APP080261	4/1/2021	640023119	GP INDOOR-HEALTH/DENT	April Vision Ins	24.07	3343	4/1/2021
VEN008075	Anthem Bank	APP080264	4/1/2021	640023119	GP INDOOR-HEALTH/DENT	April Med Ins	2,149.41	100000154	4/1/2021
VEN002958	Indiana Soccer Asso	APP080395	4/5/2021	640023349	GP INDOOR-SERVICES	Jan and Feb	46,420.90		
VEN002613	Ermco Inc	APP080397	4/5/2021	640023349	GP INDOOR-SERVICES	Replace wire from panel	396.00		
VEN001637	Ray's Trash Service	APP080399	4/5/2021	640023349	GP INDOOR-SERVICES	GPEC trash	750.00		
VEN008257	Ferguson Facilities Supply	APP080401	4/5/2021	640023224	GP INDOOR-OPERATING SU	Restroom supplies	645.39		
VEN006390	Ecolab Pest	APP080402	4/5/2021	640023349	GP INDOOR-SERVICES	Pest control GPEC	423.14		
VEN008257	Ferguson Facilities Supply	APP080403	4/5/2021	640023349	GP INDOOR-SERVICES	Restroom supplies	645.39		
VEN006898	Supply Warehouse Inc	APP080405	4/5/2021	640023349	GP INDOOR-SERVICES	Restroom supplies	756.35		
VEN000733	Freije Engineered Solutions Co	APP080406	4/5/2021	640023349	GP INDOOR-SERVICES	GPEC heat and plumbing rep	1,135.57		
VEN007659	eventbooking LLC	APP080407	4/5/2021	640023349	GP INDOOR-SERVICES	Website Integation	1,000.00		
VEN007659	eventbooking LLC	APP080411	4/5/2021	640023389	GP INDOOR-SOFTWARE LI	Quart VenueOps and Online i	3,187.50		
VEN008257	Ferguson Facilities Supply	APP080413	4/5/2021	640023349	GP INDOOR-SERVICES	Restroom supplies	91.70		
Subtotal for Sport Campus Indoor Event Ctr							104,336.91		
Subtotal for Fund 640 Sports Campus Operating							179,970.71		

Fund No. Fund Name

701 Payroll

Clerk Treasurer									
VEN009148	James J Edwards	APP079922	3/18/2021	701008110	PAYROLL-NET SALARIES	First quart pmt	2,393.60	17649	3/18/2021
VEN009147	Scott Willis	APP079923	3/18/2021	701008110	PAYROLL-NET SALARIES	First quart pmt	2,906.13	17652	3/18/2021
VEN004256	Cindy Spoljaric	APP079924	3/18/2021	701008110	PAYROLL-NET SALARIES	First quart pmt	3,152.44	17647	3/18/2021
VEN009146	Michael R Johns	APP079925	3/18/2021	701008110	PAYROLL-NET SALARIES	First quart pmt	3,509.19	17650	3/18/2021
VEN005030	Scott Frei	APP079926	3/18/2021	701008110	PAYROLL-NET SALARIES	First Quart pmt	3,263.30	17651	3/18/2021
VEN009144	Jake Gilbert	APP079927	3/18/2021	701008110	PAYROLL-NET SALARIES	First quart pmt	3,276.57	17648	3/18/2021
VEN009145	Troy Patton	APP079928	3/18/2021	701008110	PAYROLL-NET SALARIES	First quart pmt	1,485.51	17653	3/18/2021
VEN001537	Payroll	APP079929	3/18/2021	701008110	PAYROLL-NET SALARIES	net	23,477.35	700001013	3/18/2021

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Fund No.	Fund Name								
701	Payroll								
	Clerk Treasurer								
VEN000959	Indiana Dept Of Revenue	APP079931	3/18/2021	701008923	PAYROLL-STATE WITHHOL	State	1,573.26	700001012	3/18/2021
VEN000959	Indiana Dept Of Revenue	APP079931	3/18/2021	701008923	PAYROLL-STATE WITHHOL	COIT	352.34	700001012	3/18/2021
VEN000920	Huntington National Bank	APP079932	3/18/2021	701008131	PAYROLL-EMPLOYER'S FIC	FICA	2,083.99	700001011	3/18/2021
VEN000920	Huntington National Bank	APP079932	3/18/2021	701008132	PAYROLL-EMPLOYER'S ME	Medicare	487.38	700001011	3/18/2021
VEN000920	Huntington National Bank	APP079932	3/18/2021	701008921	PAYROLL-FEDERAL WITHH	Federal	4,638.41	700001011	3/18/2021
VEN000920	Huntington National Bank	APP079932	3/18/2021	701008922	PAYROLL-EMPLOYEE FICA	FICA	2,083.99	700001011	3/18/2021
VEN000920	Huntington National Bank	APP079932	3/18/2021	701008922	PAYROLL-EMPLOYEE FICA	Medicare	487.40	700001011	3/18/2021
VEN000163	Aul Retirement	APP079935	3/18/2021	701008931	PAYROLL-401A MATCHING-	Contributions	1,000.00	700001010	3/18/2021
VEN001550	PERF	APP079938	3/18/2021	701008133	PAYROLL-PERF	Civilian PERF	43,051.11	700001014	3/18/2021
VEN000008	77 Police and Fire Fund	APP079939	3/18/2021	701008133	PAYROLL-PERF	Non Civilian PERF	67,405.46	700001009	3/18/2021
VEN000058	AFLAC	APP079940	3/18/2021	701008930	PAYROLL-INS. DED	March Aflac	5,670.80	17654	3/18/2021
VEN000959	Indiana Dept Of Revenue	APP080158	3/29/2021	701008923	PAYROLL-STATE WITHHOL	State	18,333.23	700001016	3/30/2021
VEN000959	Indiana Dept Of Revenue	APP080158	3/29/2021	701008923	PAYROLL-STATE WITHHOL	COIT	7,529.69	700001016	3/30/2021
VEN000920	Huntington National Bank	APP080159	3/29/2021	701008131	PAYROLL-EMPLOYER'S FIC	FICA	37,870.27	700001015	3/30/2021
VEN000920	Huntington National Bank	APP080159	3/29/2021	701008132	PAYROLL-EMPLOYER'S ME	Medicare	8,856.76	700001015	3/30/2021
VEN000920	Huntington National Bank	APP080159	3/29/2021	701008921	PAYROLL-FEDERAL WITHH	Federal	59,787.24	700001015	3/30/2021
VEN000920	Huntington National Bank	APP080159	3/29/2021	701008922	PAYROLL-EMPLOYEE FICA	FICA	37,870.24	700001015	3/30/2021
VEN000920	Huntington National Bank	APP080159	3/29/2021	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,856.83	700001015	3/30/2021
VEN001537	Payroll	APP080168	3/30/2021	701008110	PAYROLL-NET SALARIES	net sal	439,485.28	700001019	3/31/2021
VEN004836	Nationwide Retirement Solutions	APP080184	3/30/2021	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	4,248.59	17660	3/30/2021
VEN007701	DiMartino Associates	APP080185	3/30/2021	701008930	PAYROLL-INS. DED	April LTD premium	2,627.34	17655	3/30/2021
VEN002177	Indiana Members Credit Union	APP080186	3/30/2021	701008930	PAYROLL-INS. DED	Employer HSA	500.00	17658	3/30/2021
VEN000703	Fire Fighters Credit Union	APP080187	3/30/2021	701008141	PAYROLL-UNION DUES	Union Dues WFD	74.00	17656	3/30/2021
VEN000703	Fire Fighters Credit Union	APP080188	3/30/2021	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,818.93	17657	3/30/2021
VEN001390	MISDU	APP080189	3/30/2021	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17659	3/30/2021
VEN000948	IN Family and Social Services	APP080190	3/30/2021	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,900.24	700001018	3/31/2021
VEN001864	Supporting Heroes	APP080191	3/30/2021	701008991	PAYROLL-MISC	Supporting Heroes	88.54	17661	3/30/2021
VEN000163	Aul Retirement	APP080192	3/30/2021	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	27,954.44	700001017	3/31/2021
VEN000534	Delta Dental	APP080256	4/1/2021	701008930	PAYROLL-INS. DED	April Dental Ins	4,511.03	17663	4/1/2021
VEN000163	Aul Retirement	APP080258	4/1/2021	701008931	PAYROLL-401A MATCHING-	Employee loan pay off	2,747.77	700001021	4/1/2021
VEN000513	DavisVision	APP080260	4/1/2021	701008930	PAYROLL-INS. DED	April Vision Ins	81.15	17662	4/1/2021
VEN0008075	Anthem Bank	APP080265	4/1/2021	701008930	PAYROLL-INS. DED	April Med Ins	16,253.12	700001020	4/1/2021

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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									
701	Payroll								
Clerk Treasurer									
VEN001550	PERF	APP080271	4/1/2021	701008133	PAYROLL-PERF	Civilian PERF	43,629.79	700001023	4/1/2021
VEN000008	77 Police and Fire Fund	APP080272	4/1/2021	701008133	PAYROLL-PERF	Non Civilian PERF	69,405.71	700001022	4/1/2021
Subtotal for Clerk Treasurer							968,171.87		
Subtotal for Fund 701 Payroll							968,171.87		
Fund No. Fund Name									
805	Anthem Bank								
Clerk Treasurer									
VEN008076	Anthem Group Health Plan	APP079933	3/18/2021	805008119	ANTHEM BANK GROUP HEA	Coverage period March 4 thru	157,778.44	800000167	3/18/2021
VEN008076	Anthem Group Health Plan	APP079934	3/18/2021	805008119	ANTHEM BANK GROUP HEA	Coverage period March 11 thr	34,481.55	800000168	3/18/2021
VEN008076	Anthem Group Health Plan	APP080090	3/25/2021	805008119	ANTHEM BANK GROUP HEA	Coverage March 18 thru Marc	30,531.28	800000169	3/25/2021
VEN008076	Anthem Group Health Plan	APP080273	4/1/2021	805008119	ANTHEM BANK GROUP HEA	Coverage Period March 25 thr	25,974.47	800000170	4/6/2021
Subtotal for Clerk Treasurer							248,765.74		
Subtotal for Fund 805 Anthem Bank							248,765.74		
Fund No. Fund Name									
900	Stormwater								
Stormwater									
VEN000412	City of Westfield Utility	APP080107	3/25/2021	900016342	STORM-WATER AND SEWE	Storm City	3,208.60	40603	3/25/2021
VEN000412	City of Westfield Utility	APP080109	3/25/2021	900016342	STORM-WATER AND SEWE	Storm GP	1,362.95	40604	3/25/2021
VEN000412	City of Westfield Utility	APP080110	3/25/2021	900016342	STORM-WATER AND SEWE	Storm PW	3,534.60	40605	3/25/2021
VEN005581	Newton Oil Company	APP080117	3/26/2021	900016226	STORM-VEHICLE GAS	Unleaded fuel	500.00		
VEN001537	Payroll	APP080152	3/29/2021	900016111	STORM-SALARY	April 1st payroll	20,716.89	900000239	3/30/2021
VEN001537	Payroll	APP080152	3/29/2021	900016120	STORM-FICA/MEDICARE	April 1st payroll	1,226.45	900000239	3/30/2021
VEN001537	Payroll	APP080152	3/29/2021	900016120	STORM-FICA/MEDICARE	April 1st payroll	286.84	900000239	3/30/2021
VEN001537	Payroll	APP080152	3/29/2021	900016121	STORM-PERF	April 1st payroll	2,345.49	900000239	3/30/2021
VEN000534	Delta Dental	APP080257	4/1/2021	900016119	STORM-HEALTH/DENTAL	April Dental Ins	541.62	40607	4/1/2021
VEN000513	DavisVision	APP080262	4/1/2021	900016119	STORM-HEALTH/DENTAL	April Vision Ins	95.69	40606	4/1/2021
VEN008075	Anthem Bank	APP080266	4/1/2021	900016119	STORM-HEALTH/DENTAL	April Med Ins	8,498.49	900000240	4/1/2021
VEN006473	Matthew Fishman	APP080368	4/5/2021	900016370	STORMWATER-REFUND		21.12		
VEN009170	Timberstone Development LLC	APP080369	4/5/2021	900016370	STORMWATER-REFUND		1.60		
VEN009170	Timberstone Development LLC	APP080369	4/5/2021	900016370	STORMWATER-REFUND	Over Payment	19.17		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN007918	Lancashire Partners LLC	APP080370	4/5/2021	900016370	STORMWATER-REFUND		1.51		
VEN007918	Lancashire Partners LLC	APP080370	4/5/2021	900016370	STORMWATER-REFUND	Over Payment	86.81		
VEN009160	Grand Park Properties LLC	APP080371	4/5/2021	900016370	STORMWATER-REFUND	Over Payment	148.16		
VEN009161	Randy Railing	APP080372	4/5/2021	900016370	STORMWATER-REFUND	Over Payment	24.00		
VEN009166	Matt Obras	APP080373	4/5/2021	900016370	STORMWATER-REFUND	Over Payment	148.74		
VEN008864	Caitlin McKenna	APP080379	4/5/2021	900016370	STORMWATER-REFUND		45.01		
VEN002424	IUPPS	APP080381	4/5/2021	900016309	STORM-CONSULTING FEES	Feb tickets	770.45		
VEN009150	Robert Edler	APP080435	4/6/2021	900016370	STORMWATER-REFUND		5.41		
VEN009151	David Yang	APP080436	4/6/2021	900016370	STORMWATER-REFUND		5.13		
VEN009152	Greg Sell	APP080437	4/6/2021	900016370	STORMWATER-REFUND		5.13		
VEN009153	Wanda Nasser	APP080438	4/6/2021	900016370	STORMWATER-REFUND		26.49		
VEN009154	Gnao Cheng	APP080439	4/6/2021	900016370	STORMWATER-REFUND		4.16		
VEN009155	Ronald Sinicki	APP080440	4/6/2021	900016370	STORMWATER-REFUND		5.13		
VEN009156	Justin and Sarah Mull	APP080441	4/6/2021	900016370	STORMWATER-REFUND		3.74		
VEN009157	Marilyn McCausland	APP080442	4/6/2021	900016370	STORMWATER-REFUND		4.99		
VEN009157	Marilyn McCausland	APP080442	4/6/2021	900016370	STORMWATER-REFUND	Over Payment	58.02		
VEN009158	Tiffany Davidson	APP080443	4/6/2021	900016370	STORMWATER-REFUND		4.02		
VEN009167	C Scott	APP080444	4/6/2021	900016370	STORMWATER-REFUND		5.69		
VEN009167	C Scott	APP080444	4/6/2021	900016370	STORMWATER-REFUND	Over Payment	147.26		
VEN009169	Viseth Lieu	APP080445	4/6/2021	900016370	STORMWATER-REFUND		4.85		
VEN009171	HPA Borrower 2016 LLC	APP080446	4/6/2021	900016370	STORMWATER-REFUND		8.55		
VEN009172	James Collins	APP080447	4/6/2021	900016370	STORMWATER-REFUND		5.55		
VEN009173	Samantha Seright	APP080448	4/6/2021	900016370	STORMWATER-REFUND		4.33		
VEN009174	Joseph Kleiner	APP080449	4/6/2021	900016370	STORMWATER-REFUND		4.16		
VEN009175	Brent Boardman	APP080450	4/6/2021	900016370	STORMWATER-REFUND		4.85		
VEN009159	Logan Valentine	APP080451	4/6/2021	900016370	STORMWATER-REFUND		3.61		
VEN009162	Lester Wicker	APP080452	4/6/2021	900016370	STORMWATER-REFUND		4.02		
VEN009162	Lester Wicker	APP080452	4/6/2021	900016370	STORMWATER-REFUND	Over Payment	5.00		
VEN009163	John Hempel	APP080453	4/6/2021	900016370	STORMWATER-REFUND		3.61		
VEN009164	Phil Whitaker	APP080454	4/6/2021	900016370	STORMWATER-REFUND		4.58		
VEN008910	Quinn and Ali Shepherd	APP080473	4/6/2021	900016370	STORMWATER-REFUND	Over Payment	64.26		
VEN009168	Jackie Chittenden	APP080474	4/6/2021	900016370	STORMWATER-REFUND		4.30		

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Fund No. Fund Name									
900	Stormwater								
Stormwater									
VEN009165	Gregory Jordan	APP080475	4/6/2021	900016370	STORMWATER-REFUND		3.74		
VEN009176	B T Jackson	APP080476	4/6/2021	900016370	STORMWATER-REFUND	Over Payment	356.80		
Subtotal for Stormwater							44,341.57		
Subtotal for Fund 900 Stormwater							44,341.57		
Fund No. Fund Name									
950	Trash								
Trash									
VEN009150	Robert Edler	APP080435	4/6/2021	950017370	TRASH-REFUND		1.30		
VEN009150	Robert Edler	APP080435	4/6/2021	950017370	TRASH-REFUND		16.14		
VEN009151	David Yang	APP080436	4/6/2021	950017370	TRASH-REFUND		1.23		
VEN009151	David Yang	APP080436	4/6/2021	950017370	TRASH-REFUND		15.32		
VEN009152	Greg Sell	APP080437	4/6/2021	950017370	TRASH-REFUND		1.23		
VEN009152	Greg Sell	APP080437	4/6/2021	950017370	TRASH-REFUND		15.32		
VEN009153	Wanda Nasser	APP080438	4/6/2021	950017370	TRASH-REFUND		6.37		
VEN009153	Wanda Nasser	APP080438	4/6/2021	950017370	TRASH-REFUND		78.53		
VEN009154	Gnao Cheng	APP080439	4/6/2021	950017370	TRASH-REFUND		1.00		
VEN009154	Gnao Cheng	APP080439	4/6/2021	950017370	TRASH-REFUND		12.42		
VEN009155	Ronald Sinicki	APP080440	4/6/2021	950017370	TRASH-REFUND		1.23		
VEN009155	Ronald Sinicki	APP080440	4/6/2021	950017370	TRASH-REFUND		15.32		
VEN009156	Justin and Sarah Mull	APP080441	4/6/2021	950017370	TRASH-REFUND		0.90		
VEN009156	Justin and Sarah Mull	APP080441	4/6/2021	950017370	TRASH-REFUND		11.18		
VEN009157	Marilyn McCausland	APP080442	4/6/2021	950017370	TRASH-REFUND		1.20		
VEN009157	Marilyn McCausland	APP080442	4/6/2021	950017370	TRASH-REFUND		14.90		
VEN009158	Tiffany Davidson	APP080443	4/6/2021	950017370	TRASH-REFUND		0.97		
VEN009158	Tiffany Davidson	APP080443	4/6/2021	950017370	TRASH-REFUND		12.01		
VEN009167	C Scott	APP080444	4/6/2021	950017370	TRASH-REFUND		1.37		
VEN009167	C Scott	APP080444	4/6/2021	950017370	TRASH-REFUND		16.98		
VEN009169	Viseth Lieu	APP080445	4/6/2021	950017370	TRASH-REFUND		1.17		
VEN009169	Viseth Lieu	APP080445	4/6/2021	950017370	TRASH-REFUND		14.49		
VEN009171	HPA Borrower 2016 LLC	APP080446	4/6/2021	950017370	TRASH-REFUND		2.05		
VEN009171	HPA Borrower 2016 LLC	APP080446	4/6/2021	950017370	TRASH-REFUND		25.19		

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Fund No.	Fund Name								
950	Trash								
	Trash								
VEN009172	James Collins	APP080447	4/6/2021	950017370	TRASH-REFUND		1.33		
VEN009172	James Collins	APP080447	4/6/2021	950017370	TRASH-REFUND		16.56		
VEN009173	Samantha Seright	APP080448	4/6/2021	950017370	TRASH-REFUND		1.04		
VEN009173	Samantha Seright	APP080448	4/6/2021	950017370	TRASH-REFUND		12.91		
VEN009174	Joseph Kleiner	APP080449	4/6/2021	950017370	TRASH-REFUND		1.00		
VEN009174	Joseph Kleiner	APP080449	4/6/2021	950017370	TRASH-REFUND		12.42		
VEN009175	Brent Boardman	APP080450	4/6/2021	950017370	TRASH-REFUND		1.17		
VEN009175	Brent Boardman	APP080450	4/6/2021	950017370	TRASH-REFUND		14.49		
VEN009159	Logan Valentine	APP080451	4/6/2021	950017370	TRASH-REFUND		0.87		
VEN009159	Logan Valentine	APP080451	4/6/2021	950017370	TRASH-REFUND		10.76		
VEN009162	Lester Wicker	APP080452	4/6/2021	950017370	TRASH-REFUND		0.97		
VEN009162	Lester Wicker	APP080452	4/6/2021	950017370	TRASH-REFUND		12.01		
VEN009163	John Hempel	APP080453	4/6/2021	950017370	TRASH-REFUND		0.87		
VEN009163	John Hempel	APP080453	4/6/2021	950017370	TRASH-REFUND		10.76		
VEN009164	Phil Whitaker	APP080454	4/6/2021	950017370	TRASH-REFUND		1.10		
VEN009164	Phil Whitaker	APP080454	4/6/2021	950017370	TRASH-REFUND		13.66		
VEN001637	Ray's Trash Service	APP080457	4/6/2021	950017851	TRASH-RES QRTLY FEE CO	March Collection	486,224.34		
VEN001637	Ray's Trash Service	APP080460	4/6/2021	950017850	TRASH-TRASH BAGS CONT	Overage bags	800.00		
VEN009171	HPA Borrower 2016 LLC	APP080471	4/6/2021	950017370	TRASH-REFUND		2.50		
VEN009171	HPA Borrower 2016 LLC	APP080471	4/6/2021	950017370	TRASH-REFUND		25.19		
VEN008448	Springbrook Holding LLC	APP080472	4/6/2021	950017371	TRASH-CREDIT CARD PRO	CivicPay fees	3,132.00		
VEN009168	Jackie Chittenden	APP080474	4/6/2021	950017370	TRASH-REFUND		1.03		
VEN009168	Jackie Chittenden	APP080474	4/6/2021	950017370	TRASH-REFUND		12.83		
VEN009165	Gregory Jordan	APP080475	4/6/2021	950017370	TRASH-REFUND		0.90		
VEN009165	Gregory Jordan	APP080475	4/6/2021	950017370	TRASH-REFUND		11.18		
Subtotal for Trash							490,589.71		
Subtotal for Fund 950 Trash							490,589.71		
Posted Invoices Total							4,453,212.15		

Un-Posted Invoices

Credit Memos

Fund No.	Fund Name
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Fund No.	Fund Name
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Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
900	Stormwater						
	Stormwater						
VEN009085	Cahya Harianto	ACP002127	3/18/2021	900016370	StormWater-Refund	Storm-Refund	21.35
VEN009036	Suryaa Subrahmaniyam Bhadriraaj	ACP002133	3/31/2021	900016370	StormWater-Refund	Storm-Refund	3.93
	Subtotal for						25.28
	Subtotal by Fund 900 Stormwater						25.28
Fund No.	Fund Name						
950	Trash						
	Trash						
VEN009085	Cahya Harianto	ACP002127	3/18/2021	950017370	Trash-Refund	Trash-Refund	5.13
VEN009085	Cahya Harianto	ACP002127	3/18/2021	950017370	Trash-Refund	Trash-Refund	62.94
VEN009036	Suryaa Subrahmaniyam Bhadriraaj	ACP002133	3/31/2021	950017370	Trash-Refund	Trash-Refund	0.95
VEN009036	Suryaa Subrahmaniyam Bhadriraaj	ACP002133	3/31/2021	950017370	Trash-Refund	Trash-Refund	11.59
	Subtotal for						80.61
	Subtotal by Fund 950 Trash						80.61
	Credit Memo Total						9,872.67

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Fund No.	Fund Name									
101	General									
	Administration									
	351890782	GPR INC.	GJPCARD0077511	4/6/2021	101001347	Adm-Promotions	BUSINESS LUNCH WITH	37.70		
	Subtotal for Administration							37.70		
	Police									
	351542773	THE RUNNERS FORUM INC	GJPCARD0077223	4/6/2021	101002229	Police-Uniforms	DEPARTMENT SUMMER	989.91		
	522261790	THOMSON REUTERS U.S. LLC	GJPCARD0077235	4/6/2021	101002349	Police-Services	MONTHLY STATEMENT	715.00		
	411822872	BEST BUY CO INC	GJPCARD0077236	4/6/2021	101002345	Police-Equip Repair	MAVIC 2 PART2 INTELLIG	160.49		
	464669424	THAI 9 LLC	GJPCARD0077241	4/6/2021	101002347	Police-Promotions	CAPTAINS LUNCH-CHIEF	69.72		
	VEN004905	WINSUPPLY	GJPCARD0077250	4/6/2021	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	-29.19		
	541211771	FERGUSON ENTERPRISES LLC	GJPCARD0077253	4/6/2021	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	-184.60		
	231743283	BFS FOODS #41	GJPCARD0077261	4/6/2021	101002226	Police-Vehicle Gas/Supplies	GAS TRAVEL FOR TRAIN	68.00		
	VEN004905	WINSUPPLY	GJPCARD0077267	4/6/2021	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	53.01		
	VEN004905	WINSUPPLY	GJPCARD0077269	4/6/2021	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	29.19		
	541211771	FERGUSON ENTERPRISES LLC	GJPCARD0077271	4/6/2021	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	276.59		
	VEN001815	Speedway Superamerica	GJPCARD0077273	4/6/2021	101002226	Police-Vehicle Gas/Supplies	GAS TRAVEL FOR TRAIN	35.00		
	202936165	AMAZON.COM, INC.	GJPCARD0077287	4/6/2021	101002224	Police-Operating Supplies	PORTABLE CHARGER B	39.98		
	202936165	AMAZON.COM, INC.	GJPCARD0077291	4/6/2021	101002223	Police-Office Supplies	NOTE PADS, PENS, BAT	276.49		
	384061754	ARLO TECHNOLOGIES, INC.	GJPCARD0077300	4/6/2021	101002350	Police-Subscriptions/Dues	MONTHLY SUBSCRIPTIO	61.95		
	VEN006898	Supply Warehouse Inc	GJPCARD0077301	4/6/2021	101002343	Police-Building Maintenance	EN-MOTION TOWEL DIS	73.06		
	VEN000733	Freije Engineered Solutions Co	GJPCARD0077302	4/6/2021	101002343	Police-Building Maintenance	CLOGGED DRAIN IN OFF	915.00		
	202936165	AMAZON.COM, INC.	GJPCARD0077304	4/6/2021	101002224	Police-Operating Supplies	STANDING DESK-BAYS	259.99		
	VEN000672	EXXONMOBIL OIL CORPORATIO	GJPCARD0077308	4/6/2021	101002226	Police-Vehicle Gas/Supplies	GAS TRAVEL FOR TRAIN	53.00		
	VEN001815	Speedway Superamerica	GJPCARD0077309	4/6/2021	101002226	Police-Vehicle Gas/Supplies	GAS TRAVEL FOR TRAIN	38.00		
	VEN003526	Jezroc Metalworks Inc	GJPCARD0077318	4/6/2021	101002343	Police-Building Maintenance	PD LB/EVIDENCE REFRI	1,167.31		
	362407381	UNITED PARCEL SERVICE, IN	GJPCARD0077325	4/6/2021	101002333	Police-Postage	SHIPPING NIGHT VISION	6.62		
	202936165	AMAZON.COM, INC.	GJPCARD0077343	4/6/2021	101002224	Police-Operating Supplies	STANDING DESK COMPU	89.99		
	356073620	INDIANA STATE FRATERNAL O	GJPCARD0077344	4/6/2021	101002350	Police-Subscriptions/Dues	LEGAL DEFENSE FUND-	492.00		
	356073620	INDIANA STATE FRATERNAL O	GJPCARD0077345	4/6/2021	101002350	Police-Subscriptions/Dues	LEGAL DEFENSE FUND-	164.00		
	356073620	INDIANA STATE FRATERNAL O	GJPCARD0077346	4/6/2021	101002350	Police-Subscriptions/Dues	LEGAL DEFENSE FUND-	164.00		
	VEN001983	Tractor Supply Company	GJPCARD0077352	4/6/2021	101002355	Police-K-9 Maint	DOG FOOD	85.98		
	356073620	INDIANA STATE FRATERNAL O	GJPCARD0077358	4/6/2021	101002347	Police-Promotions	LEGAL DEFENSE FUND-	164.00		
	356073620	INDIANA STATE FRATERNAL O	GJPCARD0077359	4/6/2021	101002350	Police-Subscriptions/Dues	LEGAL DEFENSE FUND -	656.00		
	751588900	LAW ENFORCEMENT SYSTEM	GJPCARD0077374	4/6/2021	101002223	Police-Office Supplies	CASE MANAGEMENT FIL	182.00		

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Fund No. Fund Name									
101 General									
Police									
VEN000365	Chapman Electric Supply	GJPCARD0077389	4/6/2021	101002343	Police-Building Maintenance	SPLIT - POLICE (50)	32.82		
VEN001337	Menards	GJPCARD0077390	4/6/2021	101002343	Police-Building Maintenance	PD-SUPPLIES TO MOUN	9.38		
VEN001337	Menards	GJPCARD0077391	4/6/2021	101002343	Police-Building Maintenance	PD-SUPPLIES TO MOUN	17.99		
VEN001983	Tractor Supply Company	GJPCARD0077435	4/6/2021	101002360	Police-Vehicle Repair	AXLE CAP HAT NICKEL	1.49		
VEN001983	Tractor Supply Company	GJPCARD0077436	4/6/2021	101002360	Police-Vehicle Repair	AXLE CAP HAT NICKEL	1.50		
VEN006898	Supply Warehouse Inc	GJPCARD0077500	4/6/2021	101002343	Police-Building Maintenance	GRIPPER RUGS	192.70		
473175020	CHICALL, LLC	GJPCARD0077507	4/6/2021	101002333	Police-Postage	SHIPPING	17.67		
770510487	PAYPAL	GJPCARD0077514	4/6/2021	101002229	Police-Uniforms	OPERATOR BELT-ESU SI	206.04		
VEN001983	Tractor Supply Company	GJPCARD0077521	4/6/2021	101002355	Police-K-9 Maint	DOG FOOD	42.99		
522261790	THOMSON REUTERS U.S. LLC	GJPCARD0077538	4/6/2021	101002349	Police-Services	MONTHLY STATEMENT	715.00		
020809769	HULU, LLC	GJPCARD0077539	4/6/2021	101002349	Police-Services	MONTHLY STATEMENT	80.98		
Subtotal for Police							8,391.05		
Economic and Community Development									
770510487	PAYPAL	GJPCARD0077277	4/6/2021	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	42.94		
770510487	PAYPAL	GJPCARD0077279	4/6/2021	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	57.87		
770510487	PAYPAL	GJPCARD0077280	4/6/2021	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	102.68		
770510487	PAYPAL	GJPCARD0077529	4/6/2021	101003334	ECD-Travel/Training/Seminar	10 APA MEMBERS CONTI	2,000.00		
VEN000129	APA Indiana	GJPCARD0077543	4/6/2021	101003350	ECD-Subscriptions/Dues	ECD-Subscript/Dues/Mem	75.00		
Subtotal for Economic and Community Development							2,278.49		
Parks									
521996467	AMERICANS FOR THE ARTS	GJPCARD0077256	4/6/2021	101005334	Parks-Travel/Training/Semina	AMERICANS FOR THE A	150.00		
331066990	WELCOMEMAT SERVICES INC	GJPCARD0077297	4/6/2021	101005347	Parks-Promotion	WELCOMEMAT - MONTH	115.29		
460707085	BLOOMERANG LLC	GJPCARD0077348	4/6/2021	101005349	Parks-Services	BLOOMERANG - MONTH	30.00		
VEN002097	Westfield Chamber Of Commerce	GJPCARD0077458	4/6/2021	101005347	Parks-Promotion	CHAMBER LUNCHEON -	50.00		
VEN001883	Target Corporation	GJPCARD0077480	4/6/2021	101005347	Parks-Promotion	TARGET - NEW RESIDEN	33.00		
Subtotal for Parks							378.29		
Informatics									
820544687	AMAZON.COM, INC.	GJPCARD0077259	4/6/2021	101007332	IT-Cellular/Pagers/Mobile	IPHONE CASES X6	186.36		
VEN000718	FORMSPRING LLC	GJPCARD0077260	4/6/2021	101007389	IT-Software Licensing	MONTHLY RENEWAL FO	99.00		
820544687	AMAZON.COM, INC.	GJPCARD0077285	4/6/2021	101007451	IT-Computer/Equip	POE INJECTORS FOR CA	113.36		
202936165	AMAZON.COM, INC.	GJPCARD0077305	4/6/2021	101007224	IT-Operating Supplies	POWER SUPPLY UNITS	139.00		

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Fund No. Fund Name									
101 General									
Informatics									
820544687	AMAZON.COM, INC.	GJPCARD0077326	4/6/2021	101007223	IT-Office Supplies	LEFT HANDED NOTEBO	25.16		
VEN002175	ZoHo Corporation	GJPCARD0077360	4/6/2021	101007389	IT-Software Licensing	ANNUAL HELPDESK SOF	1,415.00		
208820926	NEXTIVA, INC.	GJPCARD0077363	4/6/2021	101007389	IT-Software Licensing	ANNUAL FEE FOR THE A	726.64		
611648780	ZOOM VIDEO COMMUNICATIONS	GJPCARD0077376	4/6/2021	101007389	IT-Software Licensing	BACKUP CITY VIRTUAL	554.58		
820544687	AMAZON.COM, INC.	GJPCARD0077395	4/6/2021	101007451	IT-Computer/Equip	TEAMS PRESENTER WIR	-299.00		
820544687	AMAZON.COM, INC.	GJPCARD0077461	4/6/2021	101007451	IT-Computer/Equip	TEAMS PRESENTER WIR	299.00		
202936165	AMAZON.COM, INC.	GJPCARD0077462	4/6/2021	101007451	IT-Computer/Equip	TEAMS PRESENTER WIR	54.55		
462714739	PORTER COUNTY IRON MET	GJPCARD0077475	4/6/2021	101007349	IT-Services	E-RECYCLING DISPOSAL	812.00		
202936165	AMAZON.COM, INC.	GJPCARD0077483	4/6/2021	101007451	IT-Computer/Equip	TEAMS PRESENTER WIR	24.99		
820544687	AMAZON.COM, INC.	GJPCARD0077502	4/6/2021	101007451	IT-Computer/Equip	TEAMS PRESENTER WIR	299.00		
770430924	PAYPAL	GJPCARD0077520	4/6/2021	101007389	IT-Software Licensing	PUBLIC DNS	9.57		
202936165	AMAZON.COM, INC.	GJPCARD0077522	4/6/2021	101007335	IT-Telephone	TEAMS FIREHOUSE PAGI	89.45		
VEN000660	ESRI	GJPCARD0077523	4/6/2021	101007334	IT-Travel/Training/Seminars	ARCGIS ENTERPRISE DE	1,426.00		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0077524	4/6/2021	101007331	IT-Consulting	CRM FIRE CALENDAR AN	2,632.50		
820544687	AMAZON.COM, INC.	GJPCARD0077542	4/6/2021	101007335	IT-Telephone	TEAMS WIRELESS PRES	20.37		
Subtotal for Informatics							8,627.53		
Clerk Treasurer									
VEN000416	CLANCYS INC	GJPCARD0077294	4/6/2021	101008347	CT-Promotions	CT STAFF LUNCH MEETI	86.50		
042723701	PANERA, LLC	GJPCARD0077362	4/6/2021	101008347	CT-Promotions	CT STAFF WORKING LU	51.46		
471538102	KOOP SIX CORP	GJPCARD0077428	4/6/2021	101008347	CT-Promotions	SOFT DRINKS FOR WOR	5.45		
472533914	RPM PIZZA MIDWEST LLC	GJPCARD0077447	4/6/2021	101008347	CT-Promotions	CT STAFF WORKING LU	48.46		
Subtotal for Clerk Treasurer							191.87		
Public Works									
VEN000682	Fastenal	GJPCARD0077227	4/6/2021	101013224	PW-Operating Supplies	INV. #2239090 GREASE G	399.99		
351388587	THE EHRLICH CORPORATION	GJPCARD0077228	4/6/2021	101013229	PW-Uniforms	CHRIS PAGE-2021 BOOT	135.99		
611520598	MOUSER ELECTRONICS, INC.	GJPCARD0077229	4/6/2021	101013343	PW-Bldg Maint	POPCORN POPPER PAR	11.07		
202936165	AMAZON.COM, INC.	GJPCARD0077237	4/6/2021	101013226	PW-Vehicle Gas	TRUCK CLEANING SUPP	46.56		
820544687	AMAZON.COM, INC.	GJPCARD0077242	4/6/2021	101013224	PW-Operating Supplies	WORKING TOOLS-WIPE	97.11		
464832840	J.G HOLDINGS LLC	GJPCARD0077251	4/6/2021	101013347	PW-Promotions	PAID BACK LUNCH RECE	6.54		
461486267	MULTI SERVICE TECHNOLOGY	GJPCARD0077263	4/6/2021	101013229	PW-Uniforms	AUSTIN'S 2021 BOOTS	144.49		
VEN007207	Car X Tire and Auto	GJPCARD0077282	4/6/2021	101013345	PW-Equip Repair	OIL CHANGE- JEREMY'S	29.99		
202936165	AMAZON.COM, INC.	GJPCARD0077284	4/6/2021	101013223	PW-Office Supplies	HIGHLIGHTERS	18.50		

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Fund No. Fund Name									
101 General									
Public Works									
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0077290	4/6/2021	101013333	PW-Postage	INV. #TL17637 PUBLIC N	67.06		
VEN000365	Chapman Electric Supply	GJPCARD0077298	4/6/2021	101013343	PW-Bldg Maint	PW - EXTERIOR LIGHT B	236.50		
VEN006898	Supply Warehouse Inc	GJPCARD0077299	4/6/2021	101013224	PW-Operating Supplies	INV. #593429 HAND CLEA	77.16		
VEN001337	Menards	GJPCARD0077315	4/6/2021	101013343	PW-Bldg Maint	PW EXTERIOR LIGHT RE	17.99		
VEN001337	Menards	GJPCARD0077316	4/6/2021	101013343	PW-Bldg Maint	PW-CSC SHOP LIGHT	25.95		
VEN001337	Menards	GJPCARD0077319	4/6/2021	101013343	PW-Bldg Maint	PW BREAK ROOM SINK	165.98		
VEN001337	Menards	GJPCARD0077320	4/6/2021	101013343	PW-Bldg Maint	PW-CSC FLAG POLE RE	62.91		
VEN001337	Menards	GJPCARD0077321	4/6/2021	101013343	PW-Bldg Maint	PW-CSC SHOP LIGHT RE	-10.96		
042896127	STAPLES INC	GJPCARD0077322	4/6/2021	101013223	PW-Office Supplies	INTEROFFICE ENVELOP	51.89		
383740317	CURRENT PUBLISHING LLC	GJPCARD0077323	4/6/2021	101013333	PW-Postage	PUBLIC NOTICE ADVERT	75.64		
VEN001983	Tractor Supply Company	GJPCARD0077332	4/6/2021	101013229	PW-Uniforms	PANTS FOR NEW STREE	197.24		
VEN008108	Kimball Midwest	GJPCARD0077335	4/6/2021	101013229	PW-Uniforms	INV. 8719427; SAFETY GL	31.42		
VEN008108	Kimball Midwest	GJPCARD0077336	4/6/2021	101013224	PW-Operating Supplies	INV. #8722305; WIRE TIE	21.75		
202936165	AMAZON.COM, INC.	GJPCARD0077337	4/6/2021	101013224	PW-Operating Supplies	HOSE REEL FOR SHOP	100.45		
202936165	AMAZON.COM, INC.	GJPCARD0077338	4/6/2021	101013224	PW-Operating Supplies	SANDBAGS FOR FLOODI	64.95		
820544687	AMAZON.COM, INC.	GJPCARD0077349	4/6/2021	101013223	PW-Office Supplies	HEAVY DUTY STAPLES	26.97		
202936165	AMAZON.COM, INC.	GJPCARD0077350	4/6/2021	101013223	PW-Office Supplies	TWO ENGINEER RULER	25.98		
VEN001983	Tractor Supply Company	GJPCARD0077351	4/6/2021	101013229	PW-Uniforms	CISCO'S ONE PAIR OF W	29.99		
VEN000733	Freije Engineered Solutions Co	GJPCARD0077357	4/6/2021	101013343	PW-Bldg Maint	PW AND CITY HALL ASS	952.77		
842937741	EL SMITH INVESTMENTS INC	GJPCARD0077364	4/6/2021	101013229	PW-Uniforms	BOOTS FOR EVAN HALL.	150.00		
842937741	EL SMITH INVESTMENTS INC	GJPCARD0077365	4/6/2021	101013229	PW-Uniforms	BOOTS FOR DANNY SUT	150.00		
461823020	COX EQUIPMENT, LLC	GJPCARD0077369	4/6/2021	101013224	PW-Operating Supplies	INV. #100644; SERVICE R	291.27		
351388587	THE EHRLICH CORPORATION	GJPCARD0077370	4/6/2021	101013229	PW-Uniforms	BOOTS FOR MICHAEL H	150.00		
370840805	BUNN-O-MATIC CORPORATION	GJPCARD0077372	4/6/2021	101013343	PW-Bldg Maint	CITY-PW COFFEE MACHI	158.20		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0077375	4/6/2021	101013224	PW-Operating Supplies	INV. #212312; COVER AIR	10.78		
VEN008108	Kimball Midwest	GJPCARD0077383	4/6/2021	101013224	PW-Operating Supplies	INV. #8709959 CLOTHLIK	36.60		
VEN001666	Reynolds Farm Equipment	GJPCARD0077385	4/6/2021	101013224	PW-Operating Supplies	INV. #PO2982 CHAINSAW	531.20		
042896127	STAPLES INC	GJPCARD0077392	4/6/2021	101013223	PW-Office Supplies	OFFICE SUPPLIES - STA	73.05		
843871927	LOS AGAVE	GJPCARD0077393	4/6/2021	101013347	PW-Promotions	ENGINEERING DEPARTM	150.00		
VEN000257	Bobcat of Anderson	GJPCARD0077396	4/6/2021	101013224	PW-Operating Supplies	INV. P24293; NEW BACK	600.28		
560748358	LOWES COMPANIES, INC.	GJPCARD0077397	4/6/2021	101013224	PW-Operating Supplies	TOOL SET	89.98		
351610153	CARMEL ACE HARDWARE INC	GJPCARD0077398	4/6/2021	101013224	PW-Operating Supplies	IMPACT WRENCH REPL	252.86		

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Fund No. Fund Name									
101	General								
Public Works									
VEN001337	Menards	GJPCARD0077407	4/6/2021	101013343	PW-Bldg Maint	CITY HALL GUTTER REP	29.07		
820544687	AMAZON.COM, INC.	GJPCARD0077408	4/6/2021	101013224	PW-Operating Supplies	CARLTON'S MEASURING	111.54		
202936165	AMAZON.COM, INC.	GJPCARD0077409	4/6/2021	101013224	PW-Operating Supplies	2 NEW 6 FT. LEVELS	117.12		
560748358	LOWES COMPANIES, INC.	GJPCARD0077420	4/6/2021	101013224	PW-Operating Supplies	BACKPACK SPRAYERS F	320.32		
560748358	LOWES COMPANIES, INC.	GJPCARD0077421	4/6/2021	101013224	PW-Operating Supplies	TOOLS FOR SHOP	9.98		
VEN008108	Kimball Midwest	GJPCARD0077422	4/6/2021	101013224	PW-Operating Supplies	INV. #8699106 RESTOCK	129.84		
VEN001337	Menards	GJPCARD0077424	4/6/2021	101013224	PW-Operating Supplies	SPLIT - TOOLS FOR SHO	117.97		
351516486	MID STATE TRUCK EQUIPMENT	GJPCARD0077430	4/6/2021	101013224	PW-Operating Supplies	INV. #113860 REPAIR PA	31.92		
560748358	LOWES COMPANIES, INC.	GJPCARD0077440	4/6/2021	101013224	PW-Operating Supplies	VELCRO FOR GJP OPEN	29.98		
VEN000365	Chapman Electric Supply	GJPCARD0077446	4/6/2021	101013343	PW-Bldg Maint	SHOP LIGHT REPLACEM	317.59		
VEN000365	Chapman Electric Supply	GJPCARD0077448	4/6/2021	101013345	PW-Equip Repair	MONON TRAIL ROAD PA	176.35		
362202880	AMERICAN PUBLIC WORKS	GJPCARD0077449	4/6/2021	101013350	PW-Subs/Dues	DEPARTMENT APWA DU	720.00		
471532279	KPV INDIANAPOLIS LLC	GJPCARD0077450	4/6/2021	101013347	PW-Promotions	DONUTS - FIRST DAY BA	34.16		
VEN001337	Menards	GJPCARD0077451	4/6/2021	101013224	PW-Operating Supplies	CP WORK TOOLS	17.84		
VEN001337	Menards	GJPCARD0077452	4/6/2021	101013224	PW-Operating Supplies	CP WORK TOOLS	0.72		
560748358	LOWES COMPANIES, INC.	GJPCARD0077459	4/6/2021	101013224	PW-Operating Supplies	WEED EATER PARTS.	53.88		
VEN008108	Kimball Midwest	GJPCARD0077466	4/6/2021	101013224	PW-Operating Supplies	INV. #8689835 PAINT, CL	953.82		
VEN001337	Menards	GJPCARD0077467	4/6/2021	101013224	PW-Operating Supplies	TORCH GAS FOR SHOP	19.94		
VEN008108	Kimball Midwest	GJPCARD0077468	4/6/2021	101013224	PW-Operating Supplies	INV. #8693090 DRILL BIT (	82.00		
VEN001337	Menards	GJPCARD0077472	4/6/2021	101013343	PW-Bldg Maint	SHOP - PW	76.60		
VEN008108	Kimball Midwest	GJPCARD0077474	4/6/2021	101013224	PW-Operating Supplies	INV. #8692993 2 RACKS	5.00		
593758965	HD SUPPLY F. MAINT. LTD	GJPCARD0077484	4/6/2021	101013224	PW-Operating Supplies	INV. #519443 PLASTIC ID	562.11		
560748358	LOWES COMPANIES, INC.	GJPCARD0077498	4/6/2021	101013343	PW-Bldg Maint	SHOP - PW	28.80		
560748358	LOWES COMPANIES, INC.	GJPCARD0077508	4/6/2021	101013224	PW-Operating Supplies	SIGN BOLTS	19.80		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0077509	4/6/2021	101013224	PW-Operating Supplies	INV. #696860 FUSE HOLD	8.18		
VEN001747	Scat Pest Control	GJPCARD0077517	4/6/2021	101013343	PW-Bldg Maint	CITY SERVICES EXTERI	475.00		
VEN001337	Menards	GJPCARD0077528	4/6/2021	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS (	9.24		
820544687	AMAZON.COM, INC.	GJPCARD0077535	4/6/2021	101013224	PW-Operating Supplies	ADDITIONAL MICROWAV	127.99		
421190085	CARROLL DISTRIBUTING CON	GJPCARD0077541	4/6/2021	101013224	PW-Operating Supplies	NEW SMART LEVEL	235.00		
VEN009181	EXOTIC AUTO	GJPCARD0077544	4/6/2021	101013224	PW-Operating Supplies	PW-Operating Supplies	81.04		
VEN001417	Napa Auto Parts	GJPCARD0077545	4/6/2021	101013360	PW-Vehicle Repair	PW-Vehicle Repair	12.82		
Subtotal for Public Works							10,671.72		

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Fund No. Fund Name									
101 General									
Communications									
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0077272	4/6/2021	101020347	Comm-Promotions	MAILCHIMP ACCOUNT F	52.99		
911325671	STARBUCKS CORPORATION	GJPCARD0077275	4/6/2021	101020347	Comm-Promotions	COFFEE FOR MEETING	25.00		
273142461	DISAREA LLC	GJPCARD0077371	4/6/2021	101020350	Comm-Dues membership	MONTHLY GRAPHIC DES	64.00		
VEN001476	Office Depot	GJPCARD0077404	4/6/2021	101020223	Comm- Office supp	PENS FOR DEVELOPER	18.18		
VEN007922	Kroger Limited Partnership	GJPCARD0077444	4/6/2021	101020347	Comm-Promotions	WATER FOR OPEN HOU	11.07		
Subtotal for Communications							171.24		
Human Resources									
350411610	INDIANA CHAMBER OF COMMER	GJPCARD0077329	4/6/2021	101022334	HR- Training	TRAINING MATERIALS - F	96.00		
VEN001476	Office Depot	GJPCARD0077333	4/6/2021	101022223	HR- Office supp	OFFICE SUPPLIES	78.10		
VEN001805	Society For Human Resource Mgmt	GJPCARD0077405	4/6/2021	101022334	HR- Training	CREDIT FOR SHRM'S AN	-1,195.00		
VEN001805	Society For Human Resource Mgmt	GJPCARD0077406	4/6/2021	101022334	HR- Training	CREDIT FOR SHRM'S AN	-1,195.00		
Subtotal for Human Resources							-2,215.90		
Subtotal for Fund 101 General							28,531.99		
Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN008108	Kimball Midwest	GJPCARD0077247	4/6/2021	201013226	MVH-Vehicle Gas/ Supplies	INV. #8746897 SOLVENT	161.40		
351696078	AUTOMOTIVE ACTION II INC	GJPCARD0077255	4/6/2021	201013360	MVH-Vehicle Repair	REPLACEMENT TIRE FO	179.25		
VEN007207	Car X Tire and Auto	GJPCARD0077281	4/6/2021	201013360	MVH-Vehicle Repair	OUTSTANDING INVOICE	1,414.51		
VEN008108	Kimball Midwest	GJPCARD0077313	4/6/2021	201013360	MVH-Vehicle Repair	INV. #8732898 UNDER C	171.48		
202936165	AMAZON.COM, INC.	GJPCARD0077324	4/6/2021	201013360	MVH-Vehicle Repair	AUTO FENDER COVERS	30.98		
351696078	AUTOMOTIVE ACTION II INC	GJPCARD0077331	4/6/2021	201013360	MVH-Vehicle Repair	INV. #137473, TIRE(S) RE	569.84		
VEN000946	IN BMV VEHICLE SER	GJPCARD0077373	4/6/2021	201013360	MVH-Vehicle Repair	PLATES REGISTRATION	45.00		
VEN001337	Menards	GJPCARD0077384	4/6/2021	201013360	MVH-Vehicle Repair	NEW TOOLBOX FOR TH	1,179.97		
VEN008108	Kimball Midwest	GJPCARD0077402	4/6/2021	201013360	MVH-Vehicle Repair	INV. #8705021 RESTOCK	106.00		
VEN000657	Esler's Auto Repair	GJPCARD0077412	4/6/2021	201013345	MVH-Equip Repair	INV. #113267 TIRE WORK	277.60		
351076302	TOM O'BRIEN NORTHSIDE, IN	GJPCARD0077415	4/6/2021	201013360	MVH-Vehicle Repair	INV. #676735 REPAIRS O	363.46		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0077416	4/6/2021	201013360	MVH-Vehicle Repair	INV. #450110; GLASS CLE	12.98		
351845000	ROUDEBUSH EQUIPMENT INC	GJPCARD0077433	4/6/2021	201013345	MVH-Equip Repair	INV. #15434 SERVICE PA	39.24		
VEN008108	Kimball Midwest	GJPCARD0077437	4/6/2021	201013360	MVH-Vehicle Repair	INV. #8696945 TRUCK LIN	71.20		
VEN008108	Kimball Midwest	GJPCARD0077438	4/6/2021	201013360	MVH-Vehicle Repair	INV. #8696951 RESTOCK	32.50		

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Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
351076302	TOM O'BRIEN NORTHSIDE, IN	GJPCARD0077453	4/6/2021	201013360	MVH-Vehicle Repair	INV. #676490; REPAIRS T	217.35		
842065970	AMERICAN WIRE ACQUISITIO	GJPCARD0077457	4/6/2021	201013345	MVH-Equip Repair	INV. #55813203 CHAIN/RA	410.89		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0077478	4/6/2021	201013345	MVH-Equip Repair	INV. #4333-449081, TRAIL	21.98		
351610153	CARMEL ACE HARDWARE INC	GJPCARD0077497	4/6/2021	201013231	MVH-Subgrade Materials	TWO TAMPS FOR POTH	59.36		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0077503	4/6/2021	201013360	MVH-Vehicle Repair	INV. #444819?? NEW ANT	11.99		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0077510	4/6/2021	201013345	MVH-Equip Repair	INV. #1121161 HYDRAULI	67.52		
VEN007600	Terminal Supply Co	GJPCARD0077513	4/6/2021	201013345	MVH-Equip Repair	INV. #22212 BRAKE LIGH	171.64		
593758965	HD SUPPLY F. MAINT. LTD	GJPCARD0077516	4/6/2021	201013345	MVH-Equip Repair	INV. #516497; FIRE HOSE	90.00		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0077533	4/6/2021	201013360	MVH-Vehicle Repair	INV. #696588 FUSE HOLD	12.99		
820544687	AMAZON.COM, INC.	GJPCARD0077536	4/6/2021	201013360	MVH-Vehicle Repair	BRAKE CONTROL	241.45		
202936165	AMAZON.COM, INC.	GJPCARD0077537	4/6/2021	201013345	MVH-Equip Repair	REPAIR PULLING CLAMP	26.94		
Subtotal for Public Works							5,987.52		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							5,987.52		
Fund No. Fund Name									
202 Local Road and Street (LRS)									
Public Works									
VEN001829	Stello Products Inc	GJPCARD0077278	4/6/2021	202013228	LRS-Signs and Posts	INV. #32326, #32233, #322	3,384.51		
VEN001337	Menards	GJPCARD0077327	4/6/2021	202013228	LRS-Signs and Posts	MAILBOX REPLACEMENT	77.97		
VEN001337	Menards	GJPCARD0077355	4/6/2021	202013228	LRS-Signs and Posts	REPLACEMENT MAILBOX	66.66		
VEN000682	Fastenal	GJPCARD0077361	4/6/2021	202013228	LRS-Signs and Posts	INV. #2238671 CORDLES	339.99		
VEN001337	Menards	GJPCARD0077423	4/6/2021	202013228	LRS-Signs and Posts	SPLIT - REPLACEMENT	105.98		
560748358	LOWES COMPANIES, INC.	GJPCARD0077439	4/6/2021	202013228	LRS-Signs and Posts	REPLACEMENT MAILBOX	90.61		
VEN001337	Menards	GJPCARD0077495	4/6/2021	202013228	LRS-Signs and Posts	REPLACEMENT MAILBOX	114.92		
Subtotal for Public Works							4,180.64		
Subtotal for Fund 202 Local Road and Street (LRS)							4,180.64		
Fund No. Fund Name									
203 Fire Operating									
Fire									
351754336	FIRE INSPECTORS ASSOCIATI	GJPCARD0077224	4/6/2021	203012350	Fire-Subscriptions/Dues	MEMBERSHIP RENEWAL	35.00		
522015808	JACKS SMALL ENGINES GEN	GJPCARD0077225	4/6/2021	203012472	Fire-Equip	CREDIT FOR NOT HAVIN	-160.24		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
753242376	ELECDIRECT COM LLC	GJPCARD0077226	4/6/2021	203012360	Fire-Vehicle Maint	ENGINE 380 AND 389	46.83		
VEN001337	Menards	GJPCARD0077233	4/6/2021	203012343	Fire-Building Maintenance	FIRE TRUCK WASHING H	35.92		
VEN000800	Grainger	GJPCARD0077238	4/6/2021	203012343	Fire-Building Maintenance	STATION 83 DOOR CLOS	139.70		
VEN000365	Chapman Electric Supply	GJPCARD0077239	4/6/2021	203012343	Fire-Building Maintenance	BAY LIGHTS	73.39		
VEN000800	Grainger	GJPCARD0077240	4/6/2021	203012343	Fire-Building Maintenance	HOSE NOZZLES REPAIR	110.45		
136162018	AUTOMOTIVE LIFT INSTITU	GJPCARD0077243	4/6/2021	203012334	Fire-Travel/Training/Seminars	OSHA LIFT TRAINING	48.00		
770510487	PAYPAL	GJPCARD0077244	4/6/2021	203012360	Fire-Vehicle Maint	AMBULANCE 389	185.69		
135613797	AMERICAN HEART ASSOC	GJPCARD0077245	4/6/2021	203012224	Fire-Operating Supplies	CPR CARDS	11.80		
135613797	AMERICAN HEART ASSOC	GJPCARD0077246	4/6/2021	203012224	Fire-Operating Supplies	CPR CARDS	165.00		
VEN004905	WINSUPPLY	GJPCARD0077249	4/6/2021	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	-29.20		
541211771	FERGUSON ENTERPRISES LLC	GJPCARD0077252	4/6/2021	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	-184.61		
VEN000800	Grainger	GJPCARD0077254	4/6/2021	203012343	Fire-Building Maintenance	STATION 83 DOOR CLOS	139.70		
VEN006898	Supply Warehouse Inc	GJPCARD0077257	4/6/2021	203012224	Fire-Operating Supplies	STATION SUPPLIES	327.48		
VEN004905	WINSUPPLY	GJPCARD0077266	4/6/2021	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	53.02		
VEN004905	WINSUPPLY	GJPCARD0077268	4/6/2021	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	29.20		
541211771	FERGUSON ENTERPRISES LLC	GJPCARD0077270	4/6/2021	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	276.59		
561300971	CAPTIVE AIRE SYSTEMS INC	GJPCARD0077276	4/6/2021	203012343	Fire-Building Maintenance	STATION 83 EXHAUST FI	46.66		
820544687	AMAZON.COM, INC.	GJPCARD0077286	4/6/2021	203012334	Fire-Travel/Training/Seminars	SMOKE MACHINE PART	9.17		
263395092	CLASSWARD, LLC	GJPCARD0077289	4/6/2021	203012350	Fire-Subscriptions/Dues	SUBSCRIPTION EMT PRE	99.99		
202936165	AMAZON.COM, INC.	GJPCARD0077293	4/6/2021	203012224	Fire-Operating Supplies	RETURN OF SKILLET TH	-47.19		
611405158	FIND IT PARTS, INC	GJPCARD0077296	4/6/2021	203012360	Fire-Vehicle Maint	ENGINE 80	29.02		
202936165	AMAZON.COM, INC.	GJPCARD0077306	4/6/2021	203012343	Fire-Building Maintenance	GRILL PARTS-STATION 8	49.99		
770510487	PAYPAL	GJPCARD0077307	4/6/2021	203012243	Fire-Special Rescue/Dive	TRT	47.08		
273596010	ZORO TOOLS INC	GJPCARD0077310	4/6/2021	203012360	Fire-Vehicle Maint	SHOP SUPPLY	29.96		
571186954	STROBES N' MORE, INC.	GJPCARD0077311	4/6/2021	203012360	Fire-Vehicle Maint	ENGINE 380	82.81		
310806232	NATIONAL REGISTRY OF EMER	GJPCARD0077314	4/6/2021	203012350	Fire-Subscriptions/Dues	RENEWAL FEE FOR PAR	25.00		
VEN002171	Zesco	GJPCARD0077317	4/6/2021	203012343	Fire-Building Maintenance	STATION 83 - WATER FIL	131.34		
VEN001337	Menards	GJPCARD0077328	4/6/2021	203012334	Fire-Travel/Training/Seminars	TRAINING SUPPLIES	82.83		
VEN002001	Truck Service	GJPCARD0077330	4/6/2021	203012360	Fire-Vehicle Maint	AMBULANCE 380	290.57		
462967004	FINNER LLC	GJPCARD0077334	4/6/2021	203012347	Fire-Promotions	LUNCH FOR STATE FIRE	139.71		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0077342	4/6/2021	203012349	Fire-Services	CABLE	64.99		
VEN001983	Tractor Supply Company	GJPCARD0077353	4/6/2021	203012472	Fire-Equip	ENGINE 380 PARTS	3.19		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
366071438	INVESTIGATIONS INSTITUTE	GJPCARD0077366	4/6/2021	203012334	Fire-Travel/Training/Seminars	VEHICLE FIRE INVESTIG	875.00		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0077367	4/6/2021	203012333	Fire-Postage	SHIPPING	7.09		
351423155	MCGAVIC OUTDOOR POWER EQU	GJPCARD0077378	4/6/2021	203012343	Fire-Building Maintenance	MOWER REPAIR FOR ST	172.66		
VEN001337	Menards	GJPCARD0077379	4/6/2021	203012343	Fire-Building Maintenance	SCRUBBING PADS STATI	17.96		
232003686	STENGEL BROS.INC.	GJPCARD0077380	4/6/2021	203012360	Fire-Vehicle Maint	E-380	244.17		
VEN000045	ADOBE SYSTEMS INC	GJPCARD0077386	4/6/2021	203012350	Fire-Subscriptions/Dues	SOFTWARE PROGRAM	119.88		
VEN000365	Chapman Electric Supply	GJPCARD0077388	4/6/2021	203012343	Fire-Building Maintenance	SPLIT - FIRE (50)	32.83		
362069082	FORTE	GJPCARD0077399	4/6/2021	203012360	Fire-Vehicle Maint	AMBULANCE 80 - SERVIC	207.56		
202683084	HODGES MARINE	GJPCARD0077400	4/6/2021	203012360	Fire-Vehicle Maint	E-389 AND SPARE EQUIP	558.04		
135613797	AMERICAN HEART ASSOC	GJPCARD0077401	4/6/2021	203012224	Fire-Operating Supplies	CPR CARDS	11.80		
820544687	AMAZON.COM, INC.	GJPCARD0077410	4/6/2021	203012224	Fire-Operating Supplies	STATION 82 - KITCHEN S	35.47		
202936165	AMAZON.COM, INC.	GJPCARD0077413	4/6/2021	203012224	Fire-Operating Supplies	STATION 82 KITCHEN SU	23.99		
770510487	PAYPAL	GJPCARD0077414	4/6/2021	203012243	Fire-Special Rescue/Dive	SHRINK TUBING	2.60		
351696078	AUTOMOTIVE ACTION II INC	GJPCARD0077418	4/6/2021	203012360	Fire-Vehicle Maint	A-380	27.00		
770510487	PAYPAL	GJPCARD0077419	4/6/2021	203012360	Fire-Vehicle Maint	SUPPLY	395.40		
474319487	SHOPIFY PAYMENTS (USA) I	GJPCARD0077426	4/6/2021	203012224	Fire-Operating Supplies	STRAPS FOR NEONATAL	613.39		
474319487	SHOPIFY PAYMENTS (USA) I	GJPCARD0077427	4/6/2021	203012224	Fire-Operating Supplies	STRAPS FOR NEONATAL	60.00		
VEN006898	Supply Warehouse Inc	GJPCARD0077431	4/6/2021	203012224	Fire-Operating Supplies	STATION SUPPLIES	213.59		
VEN001480	OKLAHOMA ST UNIVERSITY	GJPCARD0077432	4/6/2021	203012334	Fire-Travel/Training/Seminars	INSTRUCTOR BOOK	77.00		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0077434	4/6/2021	203012333	Fire-Postage	POSTAGE	5.00		
VEN000488	Custom Truck and Auto	GJPCARD0077455	4/6/2021	203012360	Fire-Vehicle Maint	ENGINE 389 - FUEL PUM	701.47		
042896127	STAPLES INC	GJPCARD0077463	4/6/2021	203012223	Fire-Office Supplies	OFFICE SUPPLIES	77.94		
770430924	PAYPAL	GJPCARD0077476	4/6/2021	203012229	Fire-Uniforms	UNIFORM TAGS	40.97		
202936165	AMAZON.COM, INC.	GJPCARD0077477	4/6/2021	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES - ST	288.16		
VEN005651	ISFSI	GJPCARD0077481	4/6/2021	203012350	Fire-Subscriptions/Dues	FIRE INSTRUCTOR MEM	50.00		
VEN001337	Menards	GJPCARD0077482	4/6/2021	203012343	Fire-Building Maintenance	RETURN OUTLET - STAT	-4.48		
202936165	AMAZON.COM, INC.	GJPCARD0077486	4/6/2021	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES - ST	94.38		
VEN001337	Menards	GJPCARD0077487	4/6/2021	203012334	Fire-Travel/Training/Seminars	TRAINING - L-81	140.19		
VEN001337	Menards	GJPCARD0077488	4/6/2021	203012472	Fire-Equip	EQUIP. FOR AMBULANC	21.46		
VEN006898	Supply Warehouse Inc	GJPCARD0077489	4/6/2021	203012224	Fire-Operating Supplies	STATION SUPPLIES	334.50		
202936165	AMAZON.COM, INC.	GJPCARD0077490	4/6/2021	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES - ST	103.88		
VEN001337	Menards	GJPCARD0077499	4/6/2021	203012343	Fire-Building Maintenance	TREADMILL CIRCUIT - ST	20.28		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN001337	Menards	GJPCARD0077504	4/6/2021	203012343	Fire-Building Maintenance	STATION 81 BARN HEAT	16.72		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0077505	4/6/2021	203012349	Fire-Services	CABLE	64.99		
VEN000365	Chapman Electric Supply	GJPCARD0077512	4/6/2021	203012343	Fire-Building Maintenance	STATION 82 - TREADMIL	87.20		
710415188	WAL-MART STORES, INC.	GJPCARD0077515	4/6/2021	203012224	Fire-Operating Supplies	B308 DRINKS FOR REHA	49.96		
VEN006898	Supply Warehouse Inc	GJPCARD0077525	4/6/2021	203012224	Fire-Operating Supplies	STATION SUPPLIES	78.06		
VEN001337	Menards	GJPCARD0077526	4/6/2021	203012224	Fire-Operating Supplies	NEW SHELVES FOR GER	116.27		
VEN001337	Menards	GJPCARD0077527	4/6/2021	203012343	Fire-Building Maintenance	SPLIT - FIRE (95.23)	184.60		
352028392	PRO AIR, LLC	GJPCARD0077530	4/6/2021	203012472	Fire-Equip	SUPPLIES - FILTER	131.92		
351114097	MOFAB INC	GJPCARD0077531	4/6/2021	203012360	Fire-Vehicle Maint	AMBULANCE 80	16.50		
VEN002001	Truck Service	GJPCARD0077532	4/6/2021	203012360	Fire-Vehicle Maint	AMBULANCE 381	1,008.43		
VEN000946	IN BMV VEHICLE SER	GJPCARD0077546	4/6/2021	203012360	Fire-Vehicle Maint	Fire-Vehicle Maint	15.00		
VEN003382	McGavic Outdoor Power	GJPCARD0077547	4/6/2021	203012360	Fire-Vehicle Maint	Fire-Vehicle Maint	39.55		
Subtotal for Fire							9,767.22		
Subtotal for Fund 203 Fire Operating							9,767.22		
Fund No. Fund Name									
206 Parks Programming/Events									
Parks									
VEN001820	SQUARE, INC.	GJPCARD0077232	4/6/2021	206005347	Parks Program-Promotions	8-FOOT BALLOON FOR S	210.50		
113099614	TROPHY DEPOT	GJPCARD0077283	4/6/2021	206005347	Parks Program-Promotions	TROPHIES FOR MOTHER	32.66		
VEN000894	HOBBY LOBBY STORES INC	GJPCARD0077341	4/6/2021	206005347	Parks Program-Promotions	FOAM PAPER FOR SHAM	38.61		
202936165	AMAZON.COM, INC.	GJPCARD0077501	4/6/2021	206005347	Parks Program-Promotions	LEPRECHAUN OUTFIT F	31.99		
VEN000480	CSI Signs	GJPCARD0077518	4/6/2021	206005347	Parks Program-Promotions	SHAMROCK POP BANNE	65.00		
VEN000894	HOBBY LOBBY STORES INC	GJPCARD0077540	4/6/2021	206005347	Parks Program-Promotions	CAULDRONS LEPRECH	14.35		
Subtotal for Parks							393.11		
Subtotal for Fund 206 Parks Programming/Events							393.11		
Fund No. Fund Name									
239 Law Enforcement									
Police									
VEN001913	The Bridgewater Club LLC	GJPCARD0077230	4/6/2021	239002334	Law Enforce-Travel/Train	LT. MEETING/TRAINING-	115.25		
593061413	OUTBACK STEAKHOUSE	GJPCARD0077295	4/6/2021	239002334	Law Enforce-Travel/Train	FOOD DURING TRAININ	36.13		

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Fund No. Fund Name									
239 Law Enforcement									
Police									
VEN000686	FBI NATIONAL ACADEMY ASSO	GJPCARD0077339	4/6/2021	239002334	Law Enforce-Travel/Train	FBINAA NATIONAL CONF	475.00		
VEN003232	FBI LEEDA INC	GJPCARD0077340	4/6/2021	239002334	Law Enforce-Travel/Train	EXECUTIVE LEADERSHIP	695.00		
VEN001128	John E. Reid And Assoc	GJPCARD0077347	4/6/2021	239002334	Law Enforce-Travel/Train	REID TECHNIQUE-BEVIL	575.00		
770510487	PAYPAL	GJPCARD0077394	4/6/2021	239002334	Law Enforce-Travel/Train	REDACTING RECORDS I	149.00		
462581527	GRACIE GLOBAL LLC	GJPCARD0077429	4/6/2021	239002334	Law Enforce-Travel/Train	GRACIE SURVIVAL TACTI	995.00		
821051874	COMMAND PRESENCE TRAINING	GJPCARD0077460	4/6/2021	239002334	Law Enforce-Travel/Train	DYNAMICS OF OFFICER/	160.00		
474078912	AEGEAN, LLC	GJPCARD0077473	4/6/2021	239002334	Law Enforce-Travel/Train	DETECTIVE AND NEW C	525.00		
474078912	AEGEAN, LLC	GJPCARD0077479	4/6/2021	239002334	Law Enforce-Travel/Train	DETECTIVE AND NEW C	525.00		
770510487	PAYPAL	GJPCARD0077494	4/6/2021	239002334	Law Enforce-Travel/Train	DRONE PILOT GROUND	224.00		
Subtotal for Police							4,474.38		
Subtotal for Fund 239 Law Enforcement							4,474.38		
Fund No. Fund Name									
640 Sports Campus Operating									
Grand Park									
464060204	SLASHDEVSLASHFINANCE INC	GJPCARD0077248	4/6/2021	640015389	Sports Campus-App/Licensing	INVENTORY MANAGEME	468.00		
VEN009182	QR CODE	GJPCARD0077258	4/6/2021	640015347	Sports Campus-Promotions	QR CODE FOR FAN GUID	2.54		
VEN002636	SQ RAIL	GJPCARD0077264	4/6/2021	640015347	Sports Campus-Promotions	QR CODE FOR FAN GUID	254.33		
813878272	GO4ELLIS, LLC	GJPCARD0077303	4/6/2021	640015349	Sports Campus-Services	WORLD SERIES OF YOU	270.00		
813878272	GO4ELLIS, LLC	GJPCARD0077312	4/6/2021	640015349	Sports Campus-Services	WORLD SERIES OF YOU	225.00		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0077354	4/6/2021	640015226	Sports Campus-Gas	NAPA	50.28		
820544687	AMAZON.COM, INC.	GJPCARD0077356	4/6/2021	640015224	Sports Campus-Operating Su	MOWER JACK	184.62		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0077377	4/6/2021	640015360	Sports Campus-Veh Repair	BATTERY	46.49		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0077381	4/6/2021	640015226	Sports Campus-Gas	NAPA	37.99		
VEN001337	Menards	GJPCARD0077382	4/6/2021	640015224	Sports Campus-Operating Su	MENARDS	12.54		
824851425	ADEMCO, INC.	GJPCARD0077417	4/6/2021	640015343	Sports Campus-Bldg Maint	WEATHER ALERT PART	208.72		
820544687	AMAZON.COM, INC.	GJPCARD0077441	4/6/2021	640015224	Sports Campus-Operating Su	COMMAND HOOKS	9.99		
843374164	JOELLAS WESTFIELD IN LLC	GJPCARD0077443	4/6/2021	640015347	Sports Campus-Promotions	STAFF LUNCH	86.36		
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0077445	4/6/2021	640015389	Sports Campus-App/Licensing	EMAIL MARKETING	325.00		
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0077456	4/6/2021	640015389	Sports Campus-App/Licensing	EMAIL MARKETING	105.00		
561577639	CARROT TOP INDUSTRIES INC	GJPCARD0077464	4/6/2021	640015343	Sports Campus-Bldg Maint	FLAGS	378.79		
820544687	AMAZON.COM, INC.	GJPCARD0077469	4/6/2021	640015224	Sports Campus-Operating Su	MEASURING TAPE FOR	56.94		

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Fund No. Fund Name									
640 Sports Campus Operating									
Grand Park									
820544687	AMAZON.COM, INC.	GJPCARD0077470	4/6/2021	640015224	Sports Campus-Operating Su	HITCH	13.78		
VEN001337	Menards	GJPCARD0077492	4/6/2021	640015343	Sports Campus-Bldg Maint	SCREWS	13.98		
VEN001337	Menards	GJPCARD0077493	4/6/2021	640015224	Sports Campus-Operating Su	MENARDS	139.42		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0077506	4/6/2021	640015226	Sports Campus-Gas	NAPA	254.26		
VEN000365	Chapman Electric Supply	GJPCARD0077519	4/6/2021	640015343	Sports Campus-Bldg Maint	FUSES AND LIGHT BULB	217.53		
VEN000316	CABOS MEXICAN GRILL AND BAR	GJPCARD0077534	4/6/2021	640015347	Sports Campus-Promotions	LEADERSHIP LUNCH	42.09		
VEN008107	WIXWIX	GJPCARD0077548	4/6/2021	640015350	Sports Campus-Dues/Subscri	Sports Campus-Subscripti	17.00		
Subtotal for Grand Park							3,420.65		
Sport Campus Indoor Event Ctr									
202936165	AMAZON.COM, INC.	GJPCARD0077234	4/6/2021	640023224	GP Indoor-Operating Supplies	DISPOSABLE MASKS	47.92		
820544687	AMAZON.COM, INC.	GJPCARD0077288	4/6/2021	640023224	GP Indoor-Operating Supplies	GARBAGE BAGS	27.00		
202936165	AMAZON.COM, INC.	GJPCARD0077368	4/6/2021	640023224	GP Indoor-Operating Supplies	DISPOSABLE MASKS	67.50		
202936165	AMAZON.COM, INC.	GJPCARD0077403	4/6/2021	640023451	GP Indoor-Computer Equip	DOCK CONVERTERS	59.98		
820544687	AMAZON.COM, INC.	GJPCARD0077425	4/6/2021	640023451	GP Indoor-Computer Equip	SURFACE DOCK	165.34		
820544687	AMAZON.COM, INC.	GJPCARD0077442	4/6/2021	640023451	GP Indoor-Computer Equip	SURFACE DOCK	165.34		
VEN001337	Menards	GJPCARD0077454	4/6/2021	640023343	GP Indoor-Bldg Maint	AUGER AND SQUEEGEE	52.68		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0077465	4/6/2021	640023343	GP Indoor-Bldg Maint	EXHAUST FAN BELTS	31.82		
202936165	AMAZON.COM, INC.	GJPCARD0077471	4/6/2021	640023451	GP Indoor-Computer Equip	SURFACE DOCKING STA	173.24		
VEN001337	Menards	GJPCARD0077491	4/6/2021	640023343	GP Indoor-Bldg Maint	ELECTRICAL PARTS	84.84		
202936165	AMAZON.COM, INC.	GJPCARD0077496	4/6/2021	640023451	GP Indoor-Computer Equip	SURFACE KEYBOARD	132.25		
Subtotal for Sport Campus Indoor Event Ctr							1,007.91		
Subtotal for Fund 640 Sports Campus Operating							4,428.56		
Posted Invoices Total							57,763.42		

ORDINANCE 21-13

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 March 8, 2021, 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 21-101); 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 at the southwest corner of 186th Street and Shady Nook Road, and adjacent to the existing corporate limits along the southern, eastern, and western boundaries of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF APRIL, 2021.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 21-13** was delivered to the Mayor of Westfield
on the _____ day of April, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-13
this _____ day of April, 2021.

I hereby VETO Ordinance 21-13
this _____ day of April, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A ANNEXATION AREA

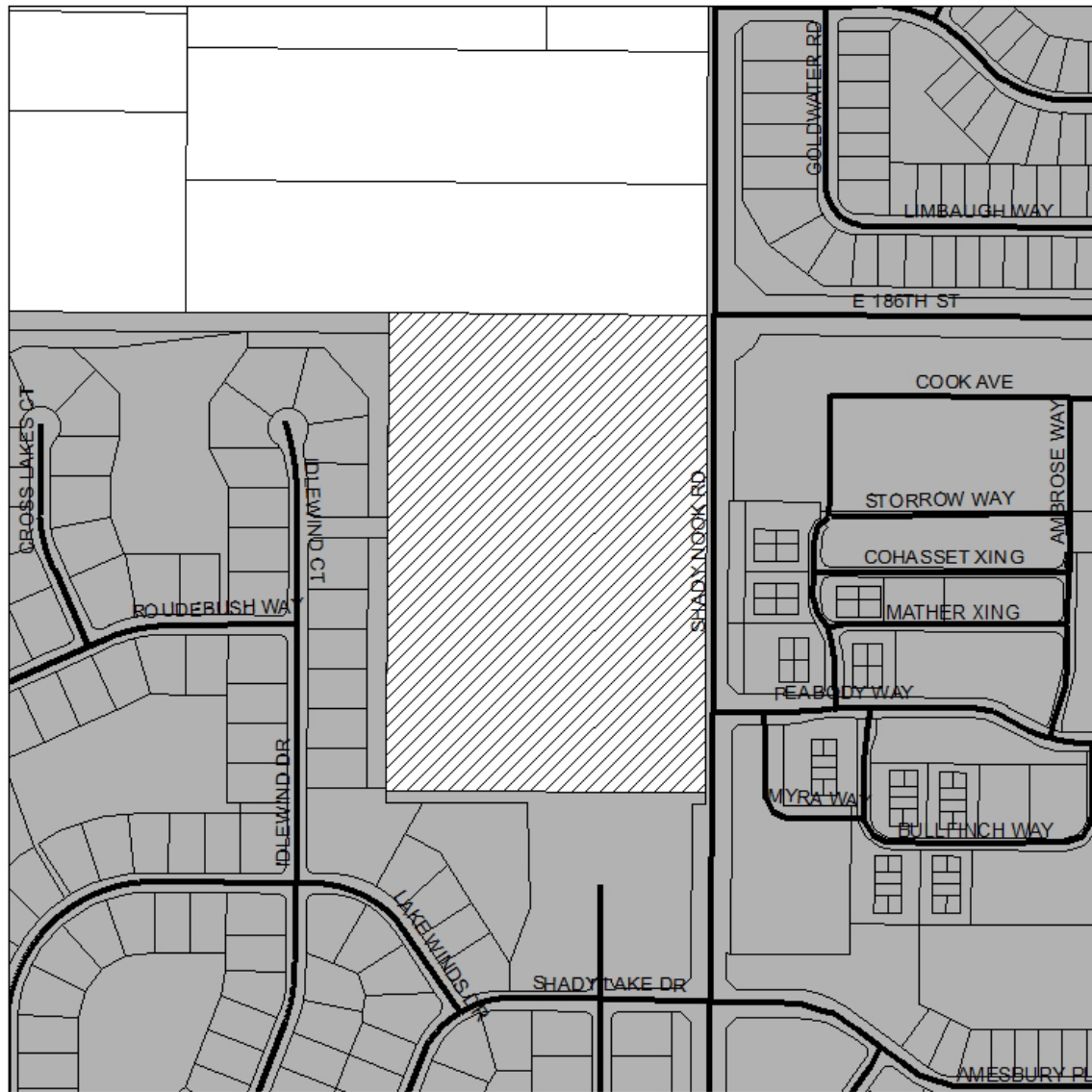


EXHIBIT LEGEND

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

Not To Scale



EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes a portion of one (1) parcel of land:

Parcel No. 08-06-32-00-00-002.000

Part of the Northwest Quarter of Section 32, Township 19 North, Range 4 East in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Northwest quarter; thence South 00 degrees 20 minutes 22 seconds West 1,198.31 feet along the East line of said Northwest quarter; thence North 89 degrees 39 minutes 38 seconds West 814.88 feet; thence North 00 degrees 19 minutes 22 seconds East 1,197 .96 feet to the North Line of said Northwest quarter; thence South 89 degrees 41 minutes 06 seconds East 815.23 feet along said North line to the place of beginning, containing 22.418 acres, more or less.

Also including:

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

Annexation Area



EXHIBIT LEGEND



ANNEXATION AREA



PARCELS

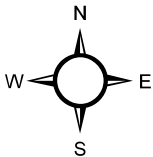


EXISTING CITY LIMITS



STREETS

Not To Scale



RESOLUTION 21-101

A RESOLUTION ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF LANDS DEFINED IN ORDINANCE 21-13

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

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ADOPTED AND PASSED THIS _____ DAY OF APRIL, 2021, BY THE WESTFIELD CITY COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 21-101 was delivered to the Mayor of Westfield
on the _____ day of April, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 21-101
this _____ day of April, 2021.

I hereby VETO Resolution 21-101
this _____ day of April, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A **ANNEXATION AREA**

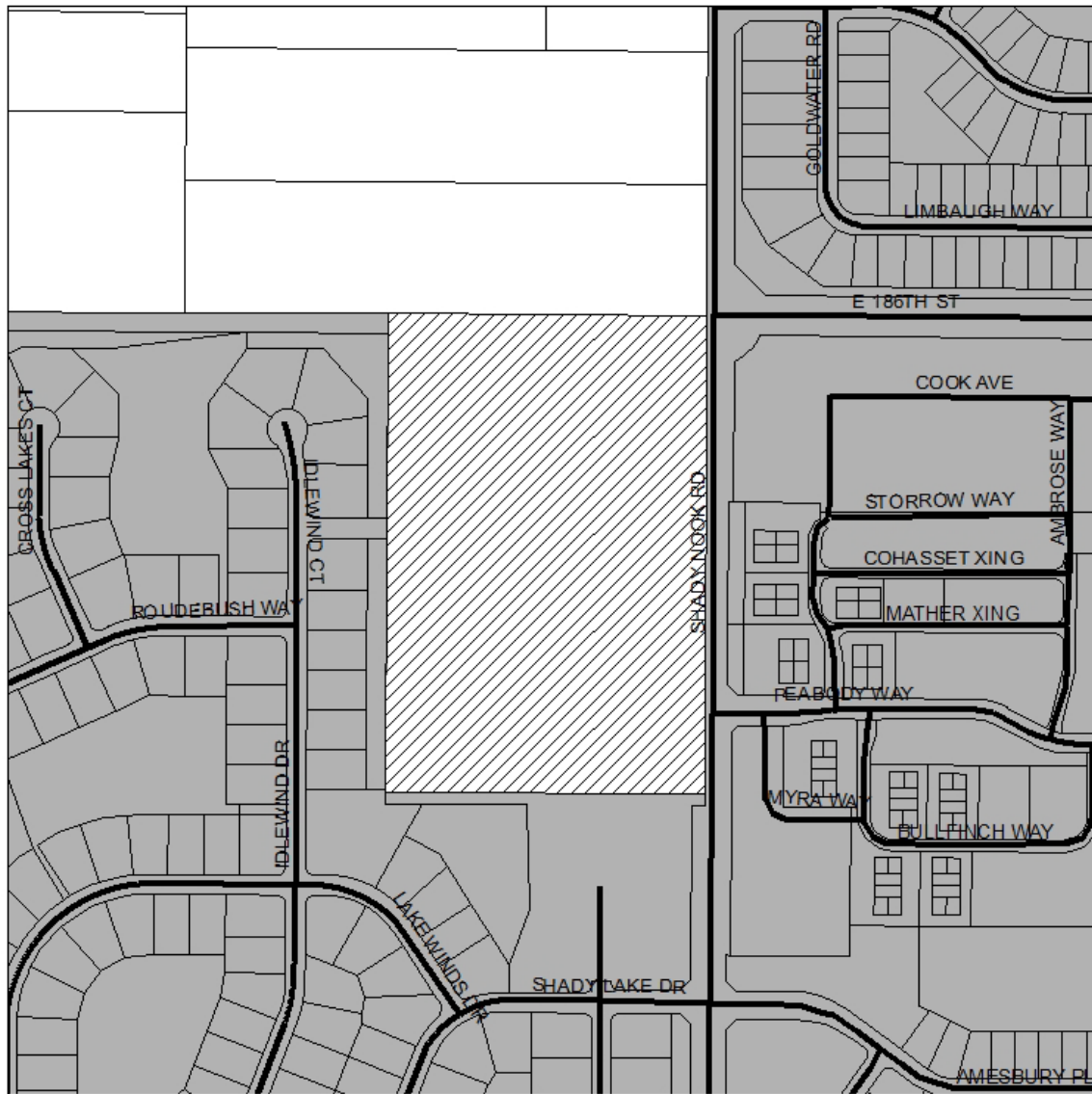
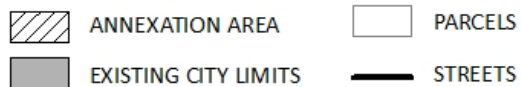


EXHIBIT LEGEND



Not To Scale

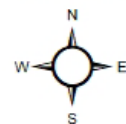


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes a portion of one (1) parcel of land:

Parcel No. 08-06-32-00-002.000

Part of the Northwest Quarter of Section 32, Township 19 North, Range 4 East in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Northwest quarter; thence South 00 degrees 20 minutes 22 seconds West 1,198.31 feet along the East line of said Northwest quarter; thence North 89 degrees 39 minutes 38 seconds West 814.88 feet; thence North 00 degrees 19 minutes 22 seconds East 1,197.96 feet to the North Line of said Northwest quarter; thence South 89 degrees 41 minutes 06 seconds East 815.23 feet along said North line to the place of beginning, containing 22.418 acres, more or less.

Also including:

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



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

Described as real estate located at the southwest corner of 186th St. and Shady Nook Road

**This Fiscal Plan Supports
Ordinance 21-13**

**This Fiscal Plan is Exhibit C
of Resolution 21-101**

Introduction

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

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

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

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

City of Westfield Annexation Philosophy and Plan

A. Fiscal Policy of the City

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

B. General Philosophy and Plan

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

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

C. Further the City Shall:

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

[The remainder of page intentionally left blank.]

Parcel Analysis

A. Description

The Annexation Area is located at the southwest corner of 186th Street and Shady Nook Road (see attached **Exhibit 1**) and encompasses an area of approximately 22.42 acres.

B. Contiguity

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

C. Population and Structures

The Annexation Area contains no structures or inhabitants.

D. Zoning

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

E. Property Tax Assessment

The 2020 pay 2021 total gross assessed valuation of all real property and its improvements located within the Annexation Area is \$133,400.

F. Municipal Property Tax Rate

The existing 2020 pay 2021 property tax rate assessed to all real property and its improvements within the Annexation Area is \$2.1627 per \$100 of assessed valuation. This is the total Washington Township tax rate assessed to all real property and its improvements, subject to any property tax "cap" which may apply.

G. Council District

The Annexation Area will be incorporated into Council District 3.

H. Proposed Build-out

The build-out of the Annexation Area is planned to include residential development pursuant to the approved Andover Planned Unit Development District. Site construction for the Annexation Area began in September of 2020, vertical construction is planned by the developer to be initiated in June of 2021. For purposes of this analysis, the following improvements are projected to be completed during the five (5) year period following annexation:

a. Single-Family Homes¹:

- 2021: Eight (8) with an estimated market value of \$500,000 per unit.
- 2022: Eight (8) with an estimated market value of \$500,000 per unit.
- 2023: Eight (8) with an estimated market value of \$500,000 per unit.
- 2024: Eight (8) with an estimated market value of \$500,000 per unit.
- 2025: Eight (8) with an estimated market value of \$500,000 per unit.

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

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¹ Improvements are estimated to be comparable to the Lakes at Shady Nook subdivision in Westfield.

Municipal Services

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

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

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

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

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

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

A. Police Department

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

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

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

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

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

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

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

B. Fire Department

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

The Department is budgeted for seventy-five (75) dedicated men and women who provide fire and life safety services via a command and business center and three (3) fire stations.

The Command and Business Center as well as Station 381 is located at 17535 Dartown Road and is staffed with one Battalion Chief, one engine company, one truck company, and one ALS transport ambulance. Station 382 is located at 1920 East 151st Street, and is staffed with one engine company and one ALS transporting ambulance. Station 383 is located at 17944 Grassy Branch Road and is staffed with one ALS engine company.

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

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

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

C. Public Works Department

a. Engineering

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

b. Parks and Recreation Department

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

c. Stormwater Services

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

d. Street Division

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

e. Street and Road Maintenance

Other responsibilities include resurfacing and reconstruction of all public roads with the exception of the roads falling under the jurisdiction of the Indiana Department of Transportation or the Hamilton County Highway Department. These operations are primarily funded from the Motor Vehicle Highway ("MVH") fund, the Local Road and Street Fund ("LR&S"), and the Road and Street Improvement Fund. The budgeted expenditures for MVH and LR&S is estimated to be \$4.75 million in 2021, which is approximately \$18,849 per road mile².

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

Provision of planned service of a non-capital nature within one year: Street Division services can be provided for the Annexation Area with existing personnel, based upon an estimated 0.25 miles to be built by the developer within the Annexation Area. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3.

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

D. Clerk-Treasurer's Office

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

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

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

E. Informatics

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

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

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

F. Administration

a. Communications

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

b. City Council

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

c. Economic Development

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

d. Enterprise Development

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

e. Human Resources

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

f. Mayor

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

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

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

G. Guest Services

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

b. Billing Services

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

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

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

H. Westfield Welcome

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

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

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

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

I. Community Development Department

a. Building and Construction Services

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

b. Planning and Zoning Services

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

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

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

Other Services

A. Water and Sewer Services

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

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

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

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

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

Financial Summary

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

The primary source of revenue for the City is that which is received from property taxes and County Option Income Tax (COIT). The existing net assessed valuation of all real property and its improvements within the Annexation Area is \$133,400. Improvements in the Annexation Area that are projected to be completed during the five (5) year period following annexation include approximately 0.25 miles of road

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

The property within the Annexation Area will be entered into public record and assessed for taxation as an incorporated area. Revenue received by the City from property assessed on or before January 1, 2021, will not be realized until May and November of 2022. The delay in the collection of property taxes will cause the City to experience a cost of services from existing budgets due to the required provision of non-capital services in the first year following annexation. To the extent that real costs exceed revenue as a result of this annexation, the City is prepared to use funds from other budgeted line items in order to assure that services required by State Statute are provided to the Annexation Area.

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

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

It is the intent of the City to pay for extension of all municipal services to the area from revenues generated as a result of the annexation, which will be derived from property taxes, along with other state distributions. The total property tax rate in Washington Township outside of the corporate limits for pay 2021 is \$2.1627. The tax rate for all taxpayers in the City/Washington Township, including all overlapping taxing units, is equal to \$2.5633, an increase of \$0.4006. A summary of the estimated fiscal impact is set forth in **Exhibit 3**, Table 5.

Exhibit 1

Annexation Area: Graphic Depiction

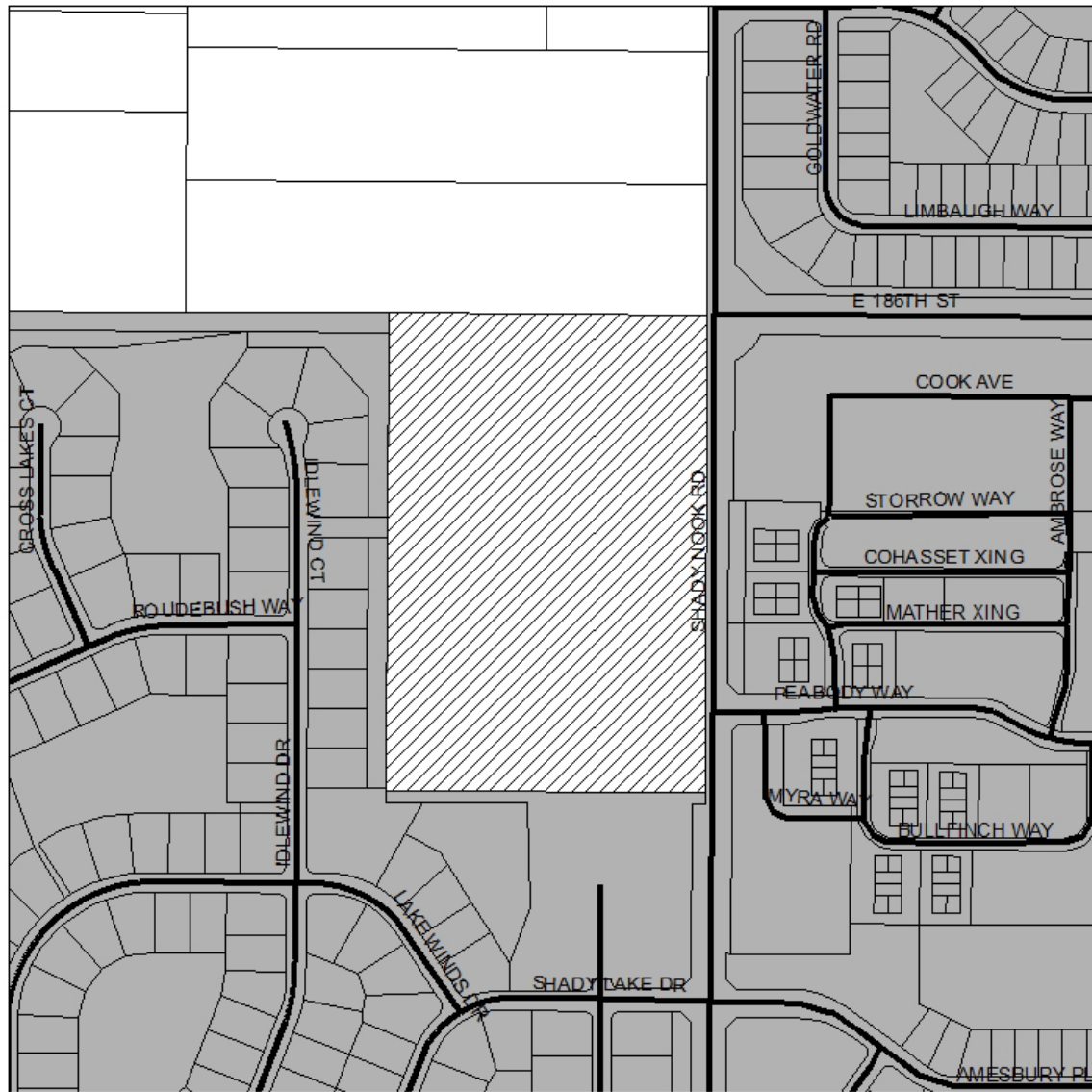


EXHIBIT LEGEND

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

Not To Scale

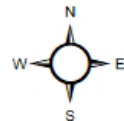


Exhibit 2

Annexation Area: Legal Description

This description includes a portion of one (1) parcel of land:

Parcel No. 08-06-32-00-002.000

Part of the Northwest Quarter of Section 32, Township 19 North, Range 4 East in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Northwest quarter; thence South 00 degrees 20 minutes 22 seconds West 1,198.31 feet along the East line of said Northwest quarter; thence North 89 degrees 39 minutes 38 seconds West 814.88 feet; thence North 00 degrees 19 minutes 22 seconds East 1,197.96 feet to the North Line of said Northwest quarter; thence South 89 degrees 41 minutes 06 seconds East 815.23 feet along said North line to the place of beginning, containing 22.418 acres, more or less.

Also including:

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

CITY OF WESTFIELD, INDIANA

"Resolution No. 21-101"

EXHIBIT 3

TABLE 1

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Computation of Estimated Property Taxes

Year	Estimated Assessed Value	Exemptions	Estimated Net Assessed Value	Tax Rate	Estimated Tax Revenue
1st	\$ 4,000,000 (1)	\$ 1,658,000 (2)	\$ 2,342,000	\$ 0.7778 (3)	\$ 18,216
2nd	8,000,000	3,316,000	4,684,000	0.7778	36,432
3rd	12,000,000	4,974,000	7,026,000	0.7778	54,648
4th	16,000,000	6,632,000	9,368,000	0.7778	72,864
5th	20,000,000	8,290,000	11,710,000	0.7778	91,080

- (1) Assumes 8 homes built per year in Years 1-5; all homes are assumed to be valued at an average of \$500,000 per home. The developer intends to demolish all structures that existed as of January 1, 2020**
- (2) Assumes homestead, supplemental homestead and mortgage deductions on all homes**
- (3) Assumes the final tax rate for 2021**

TABLE 2

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Estimated Revenue Generated

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Net Assessed Value	\$ 2,342,000	\$ 4,684,000	\$ 7,026,000	\$ 9,368,000	\$ 11,710,000
Property Tax Revenue	18,216	36,432	54,648	72,864	91,080
Income Tax - COIT	-	7,286	14,573	21,859	29,146
Excise Tax/CVET	729	1,457	2,186	2,915	3,643
Circuit Breaker Reduction (1)	(4,068)	(8,136)	(12,204)	(16,271)	(19,177)
Motor Vehicle Highway (2)	-	-	-	1,508	1,508
Local Roads & Streets (2)	<u>-</u>	<u>-</u>	<u>-</u>	<u>631</u>	<u>631</u>
Total Revenue	<u>\$ 14,877</u>	<u>\$ 37,040</u>	<u>\$ 59,203</u>	<u>\$ 83,506</u>	<u>\$ 106,831</u>

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

(2) Assumes .25 miles of roadway

General Notes

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

TABLE 3

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Estimated Non-Capital Costs

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Police (1)	\$ 3,315	\$ 6,630	\$ 7,956	\$ 9,547	\$ 11,457
Fire (1)	11,082	22,164	26,597	31,916	38,299
Lighting (2)	-	-	-	-	-
Fire Hydrants (2)	-	-	-	-	-
Streets & Road Maint. (1)	100	105	2,500	2,625	2,756
Park (1)	250	313	391	3,906	5,859
<u>Admin. & General Dpts. (1)</u>					
Administrative	3,050	5,185	6,741	8,763	11,391
Community Dev. Planning	854	1,452	1,887	2,454	3,190
Building Dept.	207	352	457	595	773
Information Tech.	1,328	2,258	2,935	3,815	4,960
Clerk	491	835	1,085	1,411	1,834
Mayor	124	211	274	356	463
City Council	112	190	248	322	418
Street Dept	<u>2,473</u>	<u>4,204</u>	<u>5,465</u>	<u>7,105</u>	<u>9,236</u>
Total Non-Capital Costs	<u>\$ 23,386</u>	<u>\$ 43,898</u>	<u>\$ 56,536</u>	<u>\$ 72,814</u>	<u>\$ 90,637</u>

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

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

General Note

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

TABLE 4

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Estimated Capital Costs

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

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

General Note

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

TABLE 5**CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"****Fiscal Plan Summary**

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Total</u>
Revenue	\$ 14,877	\$ 37,040	\$ 59,203	\$ 83,506	\$ 106,831	\$ 301,457
Non-Capital Costs	23,386	43,898	56,536	72,814	90,637	287,271
Capital Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net	<u>\$ (8,509)</u>	<u>\$ (6,858)</u>	<u>\$ 2,667</u>	<u>\$ 10,692</u>	<u>\$ 16,194</u>	<u>\$ 14,186</u>
Percentage	<u>-57.2%</u>	<u>-18.5%</u>	<u>4.5%</u>	<u>12.8%</u>	<u>15.2%</u>	<u>4.7%</u>

General Notes

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

CITY OF WESTFIELD, INDIANA

"Resolution No. 21-101"

EXHIBIT 4

Property Tax Impact & Circuit Breaker Report by Parcel

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-06-32-00-00-002.000**

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2021 Tax Rate	\$ 2.1990	\$ 1.7984
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 131,700	\$ 131,700
Pay 2021 Tax Rate	\$ 2.1990	\$ 1.7984
Gross Taxes before Circuit Breaker	\$ 2,896	\$ 2,368
Circuit Breaker Credit - (2% Cap)	262	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 2,634</u>	<u>\$ 2,368</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 1,700	\$ 1,700
Pay 2021 Tax Rate	\$ 2.1990	\$ 1.7984
Gross Taxes before Circuit Breaker	\$ 37	\$ 31
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 37</u>	<u>\$ 31</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 2,671	\$ 2,399
Plus School Referendum (Combined Tax Rates .3643)	\$ 486	\$ 486
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 3,157</u>	<u>\$ 2,885</u>

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-06-32-00-00-002.000

<u>Before Annexation</u>					
	Pay 2021 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2744	15.26%	\$ 366	\$ -	\$ 366
Washington Township	0.3855	21.44%	514	-	514
Westfield Library	0.0321	1.78%	43	-	43
Westfield School Corporation	1.1034	61.35%	1,472	-	1,472
Solid Waste District	0.0030	0.17%	4	-	4
Total	<u>\$ 1.7984</u>	<u>100.00%</u>	<u>\$ 2,399</u>	<u>\$ -</u>	<u>\$ 2,399</u>
 <u>After Annexation</u>					
	Pay 2021 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2744	12.48%	\$ 366	\$ 33	\$ 333
Washington Township	0.0083	0.38%	11	1	10
Westfield Library	0.0321	1.46%	43	4	39
Westfield School Corporation	1.1034	50.18%	1,472	131	1,341
Solid Waste District	0.0030	0.14%	4	-	4
City of Westfield	0.7778	35.37%	1,037	93	944
Total	<u>\$ 2.1990</u>	<u>100.00%</u>	<u>\$ 2,933</u>	<u>\$ 262</u>	<u>\$ 2,671</u>

NOTE: The School Corporation tax rate does not include .3643 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

Total Annual Property Tax and Circuit Breaker Credit - Parcel #08-06-32-00-00-002.000 FUTURE COMBINED

<u>Homestead Portion</u>	<u>Westfield Taxing District</u>	<u>Washington Twp. Taxing District</u>
Gross Assessed Value	\$ 20,000,000	\$ 20,000,000
Homestead - Standard Deduction	1,800,000	1,800,000
Mortgage Deduction	120,000	120,000
Other Deductions	-	-
Homestead - Supplemental Deduction	6,370,000	6,370,000
Net Assessed Value	\$ 11,710,000	\$ 11,710,000
Pay 2021 Tax Rate	\$ 2.1990	\$ 1.7984
Gross Taxes before Circuit Breaker	\$ 257,503	\$ 210,593
Circuit Breaker Credit - (1% Cap)	57,503	10,593
Estimated Net Property Taxes Paid by Owner	<u>\$ 200,000</u>	<u>\$ 200,000</u>
<u>Agricultural Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2021 Tax Rate	\$ 2.1990	\$ 1.7984
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (2% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2021 Tax Rate	\$ 2.1990	\$ 1.7984
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 200,000	\$ 200,000
Plus School Referendum (Combined Tax Rates .3643)	<u>\$ 42,660</u>	<u>\$ 42,660</u>
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 242,660</u>	<u>\$ 242,660</u>

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit - Parcel #08-06-32-00-00-002.000 FUTURE COMBINED

<u>Before Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	14.26%	\$ 30,021	\$ 1,510	\$ 28,511
Washington Township	0.3855	19.95%	42,023	2,114	39,909
Westfield Library	0.0323	1.67%	3,521	177	3,344
Westfield School Corporation	1.2357	63.96%	134,701	6,776	127,925
Solid Waste District	0.0030	0.16%	327	16	311
Total	<u>\$ 1.9319</u>	<u>100.00%</u>	<u>\$ 210,593</u>	<u>\$ 10,593</u>	<u>\$ 200,000</u>

<u>After Annexation</u>	Pay 2020 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2754	11.81%	\$ 30,402	\$ 6,789	\$ 23,613
Washington Township	0.0083	0.36%	916	205	711
Westfield Library	0.0323	1.38%	3,566	796	2,770
Westfield School Corporation	1.2357	52.98%	136,412	30,463	105,949
Solid Waste District	0.0030	0.13%	331	74	257
City of Westfield	0.7779	33.35%	85,875	19,177	66,698
Total	<u>\$ 2.3326</u>	<u>100.00%</u>	<u>\$ 257,502</u>	<u>\$ 57,504</u>	<u>\$ 199,998</u>

NOTE: The School Corporation tax rate does not include .3643 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

"Resolution No. 21-101"

EXHIBIT 5

Parcel Listing

CITY OF WESTFIELD, INDIANA

Parcel Listing

"Resolution No. 21-101"

Parcel ID	Owner	Parcel Address	1% Cap Property Assessed Value	2% Cap Property Assessed Value	3% Cap Property Assessed Value	Total Gross Assessed Value	Homestead Deduction	Supplemental Homestead Deduction	Mortgage Deduction	Net AV
08-06-32-00-00-002.000	Shady Nook 3 LLC	18377 Shady Nook Rd, Westfield, IN 46062	\$ -	\$ 131,700	\$ 1,700	\$ 133,400				\$ 133,400
						-				-
			\$ -	\$ 131,700	\$ 1,700	\$ 133,400	\$ -	\$ -	\$ -	\$ 133,400

CITY OF WESTFIELD, INDIANA

"Resolution No. 21-101"

EXHIBIT 6

Estimated Impact to Other Governmental Entities

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

Calculation of Estimated District Tax Rate Impact

<u>District Tax Rate Impact - Year 1 of Annexation</u>	Washington Twp.	Westfield City
Estimated District Tax Rate (1)	\$ 2.2535	\$ 2.6710
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Estimated Tax Rate Change (2)	\$ -	\$ -
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.2535</u>	<u>\$ 2.6710</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 1	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 1	<u>0.00%</u>	<u>0.00%</u>
<u>District Tax Rate Impact - Year 5 of Annexation</u>		
Estimated District Tax Rate	\$ 2.2535	\$ 2.6710
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.2535</u>	<u>\$ 2.6710</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 5	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 5	<u>0.00%</u>	<u>0.00%</u>

(1) Based upon certified Pay 2021 tax rates plus an estimated 4.2% statewide growth factor

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

Estimated Tax Rate Impact by Political Subdivision

<u>Before Annexation</u>	Estimated Pay 2021 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870
Washington Township	0.4017	0.4017	0.4017	0.4017	0.4017
Westfield Library	0.0337	0.0337	0.0337	0.0337	0.0337
Westfield School Corporation	1.6531	1.6531	1.6531	1.6531	1.6531
Solid Waste District	0.0031	0.0031	0.0031	0.0031	0.0031
City of Westfield	-	-	-	-	-
Total	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>	<u>\$ 2.3785</u>
<u>After Annexation</u>	Estimated Pay 2021 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870	\$ 0.2870
Washington Township	0.0086	0.0086	0.0086	0.0086	0.0086
Westfield Library	0.0337	0.0337	0.0337	0.0337	0.0337
Westfield School Corporation	1.6531	1.6531	1.6531	1.6531	1.6531
Solid Waste District	0.0031	0.0031	0.0031	0.0031	0.0031
City of Westfield	0.8105	0.8105	0.8105	0.8105	0.8105
Total	<u>\$ 2.7960</u>	<u>\$ 2.7960</u>	<u>\$ 2.7960</u>	<u>\$ 2.7960</u>	<u>\$ 2.7960</u>

NOTE

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Residential

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2023 Total Taxes (Year 1)</u>	<u>Estimated 2022 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 100,000.00	\$ 761.69	\$ 761.69	\$ -	0.00%
City of Westfield	100,000.00	1,000.00	1,000.00	-	0.00%

NOTES

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

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

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

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2023 Total Taxes (Year 1)</u>	<u>Estimated 2022 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 161,000.00	\$ 3,220.00	\$ 3,220.00	\$ -	0.00%
City of Westfield	161,000.00	3,220.00	3,220.00	-	0.00%

NOTES

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

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Commercial

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2023 Total Taxes (Year 1)</u>	<u>Estimated 2022 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 500,000.00	\$ 11,267.67	\$ 11,267.67	\$ -	0.00%
City of Westfield	500,000.00	13,354.79	13,354.79	-	0.00%

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

Summary of Estimated Impact on Auto Excise and Commercial Vehicle Taxes

Government Unit	Estimated 2021	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 3,756,974	\$ 3,756,865	\$ (108)	\$ 3,756,649	\$ (217)	\$ 3,756,324	\$ (325)	\$ 3,755,891	\$ (433)
Adams Township	20,916	20,915	(1)	20,914	(1)	20,912	(2)	20,910	(2)
Clay Township	293,406	293,398	(8)	293,381	(17)	293,356	(25)	293,322	(34)
Delaware Township	38,489	38,488	(1)	38,485	(2)	38,482	(3)	38,478	(4)
Fall Creek Township	46,987	46,985	(1)	46,983	(3)	46,978	(4)	46,973	(5)
Jackson Township	50,515	50,513	(1)	50,510	(3)	50,506	(4)	50,500	(6)
Noblesville Township	82,163	1,049	(2)	1,044	(5)	1,037	(7)	1,028	(9)
Washington Township	59,580	59,578	(2)	59,574	(3)	59,569	(5)	59,562	(7)
Wayne Township	19,939	19,938	(1)	19,937	(1)	19,935	(2)	19,933	(2)
White River Township	23,812	23,812	(1)	23,810	(1)	23,808	(2)	23,805	(3)
Carmel Civil City	3,344,186	1,531	(96)	1,338	(193)	1,049	(289)	663	(386)
Noblesville Civil City	1,820,705	1,820,653	(52)	1,820,548	(105)	1,820,390	(157)	1,820,180	(210)
Arcadia Civil Town	27,763	27,762	(1)	27,760	(2)	27,758	(2)	27,755	(3)
Atlanta Civil Town	8,658	3,461	(0)	3,461	(0)	3,460	(1)	3,459	(1)
Cicero Civil Town	98,296	98,294	(3)	98,288	(6)	98,279	(9)	98,268	(11)
Fishers Civil Town	2,291,574	2,291,507	(66)	2,291,375	(132)	2,291,177	(198)	2,290,913	(264)
Sheridan Civil Town	75,690	75,688	(2)	75,683	(4)	75,677	(7)	75,668	(9)
Westfield Civil Town	1,259,325	1,260,054	729	1,261,511	1,457	1,263,697	2,186	1,266,611	2,915
Carmel Schools	3,245,300	3,245,206	(94)	3,245,019	(187)	3,244,739	(281)	3,244,365	(374)
Hamilton Heights Schools	572,000	571,984	(16)	571,951	(33)	571,901	(49)	571,835	(66)
HSE Schools	3,339,814	3,339,718	(96)	3,339,525	(193)	3,339,236	(289)	3,338,851	(385)
Noblesville Schools	1,877,000	1,876,946	(54)	1,876,838	(108)	1,876,675	(162)	1,876,459	(216)
Sheridan Schools	293,886	293,878	(8)	293,861	(17)	293,835	(25)	293,801	(34)
Westfield Schools	1,835,115	1,835,062	(53)	1,834,956	(106)	1,834,798	(159)	1,834,586	(212)
Hamilton North Public Library	16,036	16,036	(0)	16,035	(1)	16,034	(1)	16,032	(2)
Carmel-Clay Public Library	286,372	316,508	(8)	316,491	(17)	316,466	(25)	316,433	(33)
Hamilton East Public Library	389,756	389,744	(11)	389,722	(22)	389,688	(34)	389,643	(45)
Sheridan Public Library	15,548	15,548	(0)	15,547	(1)	15,545	(1)	15,544	(2)
Westfield Public Library	45,185	45,184	(1)	45,181	(3)	45,178	(4)	45,172	(5)
Hamilton County Solid Waste	42,723	42,722	(1)	42,719	(2)	42,716	(4)	42,711	(5)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

Summary of Estimated Impact on County Option Income Taxes

Government Unit	Certified 2021 Distribution	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 50,127,336	\$ 50,127,336	\$ -	\$ 50,125,398	\$ (1,938)	\$ 50,121,521	\$ (3,877)	\$ 50,115,706	\$ (5,815)
Adams Township	279,067	279,067	-	279,056	(11)	279,035	(22)	279,002	(32)
Clay Township	3,914,768	3,914,768	-	3,914,617	(151)	3,914,314	(303)	3,913,860	(454)
Delaware Township	513,536	513,536	-	513,516	(20)	513,476	(40)	513,417	(60)
Fall Creek Township	626,918	626,918	-	626,894	(24)	626,845	(48)	626,773	(73)
Jackson Township	673,991	673,991	-	673,965	(26)	673,913	(52)	673,835	(78)
Noblesville Township	1,096,254	1,096,254	-	1,096,212	(42)	1,096,127	(85)	1,096,000	(127)
Washington Township	794,939	794,939	-	794,908	(31)	794,847	(61)	794,755	(92)
Wayne Township	266,032	266,032	-	266,022	(10)	266,001	(21)	265,970	(31)
White River Township	317,715	317,715	-	317,703	(12)	317,678	(25)	317,641	(37)
Carmel Civil City	44,619,726	44,619,726	-	44,618,001	(1,725)	44,614,550	(3,451)	44,609,373	(5,176)
Noblesville Civil City	24,292,719	24,292,719	-	24,291,780	(939)	24,289,901	(1,879)	24,287,083	(2,818)
Arcadia Civil Town	370,423	370,423	-	370,409	(14)	370,380	(29)	370,337	(43)
Atlanta Civil Town	115,523	115,523	-	115,519	(4)	115,510	(9)	115,496	(13)
Cicero Civil Town	1,311,518	1,311,518	-	1,311,467	(51)	1,311,366	(101)	1,311,214	(152)
Fishers Civil Town	30,575,268	30,575,268	-	30,574,086	(1,182)	30,571,721	(2,365)	30,568,174	(3,547)
Sheridan Civil Town	1,009,889	1,009,889	-	1,009,850	(39)	1,009,772	(78)	1,009,655	(117)
Westfield Civil Town	16,802,516	16,802,516	-	16,809,802	7,286	16,824,375	14,573	16,846,234	21,859
Hamilton North Public Library	213,965	213,965	-	213,957	(8)	213,940	(17)	213,915	(25)
Carmel-Clay Public Library	3,820,911	3,820,911	-	3,820,763	(148)	3,820,468	(296)	3,820,024	(443)
Hamilton East Public Library	5,200,307	5,200,307	-	5,200,106	(201)	5,199,704	(402)	5,199,100	(603)
Sheridan Public Library	207,450	207,450	-	207,442	(8)	207,426	(16)	207,402	(24)
Westfield Public Library	602,885	602,885	-	602,862	(23)	602,815	(47)	602,745	(70)
Hamilton County Airport	102,442	102,442	-	102,438	(4)	102,430	(8)	102,418	(12)
Hamilton County Solid Waste	570,031	570,031	-	570,009	(22)	569,965	(44)	569,899	(66)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Hamilton County, Indiana

Summary of Estimated Impact on Circuit Breaker Credits

Government Unit	Certified 2020	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 4,740,570	\$ 4,740,638	\$ 68	\$ 4,743,354	\$ 2,716	\$ 4,748,106	\$ 4,752	\$ 4,754,895	\$ 6,789
Adams Township	6,283	6,283	-	6,283	-	6,283	-	6,283	-
Clay Township	171,078	171,078	-	171,078	-	171,078	-	171,078	-
Delaware Township	9,459	9,459	-	9,459	-	9,459	-	9,459	-
Fall Creek Township	11,654	11,654	-	11,654	-	11,654	-	11,654	-
Jackson Township	4,688	4,688	-	4,688	-	4,688	-	4,688	-
Noblesville Township	32,950	32,950	-	32,950	-	32,950	-	32,950	-
Washington Township	66,964	66,984	20	67,066	82	67,210	143	67,414	205
Wayne Township	14,106	14,106	-	14,106	-	14,106	-	14,106	-
White River Township	396	396	-	396	-	396	-	396	-
Carmel Civil City	2,425,294	2,425,294	-	2,425,294	-	2,425,294	-	2,425,294	-
Noblesville Civil City	5,367,800	5,367,800	-	5,367,800	-	5,367,800	-	5,367,800	-
Arcadia Civil Town	45,619	45,619	-	45,619	-	45,619	-	45,619	-
Atlanta Civil Town	7,486	7,486	-	7,486	-	7,486	-	7,486	-
Cicero Civil Town	105,401	105,401	-	105,401	-	105,401	-	105,401	-
Fishers Civil Town	2,336,057	2,336,057	-	2,336,057	-	2,336,057	-	2,336,057	-
Sheridan Civil Town	229,034	229,034	-	229,034	-	229,034	-	229,034	-
Westfield Civil Town	4,260,572	4,264,640	4,068	4,272,776	8,136	4,284,979	12,204	4,304,156	19,177
Carmel Schools	1,918,402	1,918,402	-	1,918,402	-	1,918,402	-	1,918,402	-
Hamilton Heights Schools	223,070	223,070	-	223,070	-	223,070	-	223,070	-
HSE Schools	3,368,228	3,368,228	-	3,368,228	-	3,368,228	-	3,368,228	-
Noblesville Schools	4,043,211	4,043,211	-	4,043,211	-	4,043,211	-	4,043,211	-
Sheridan Schools	174,340	174,340	-	174,340	-	174,340	-	174,340	-
Westfield Schools	6,901,987	6,905,033	3,046	6,917,218	12,185	6,938,542	21,324	6,969,005	30,463
Hamilton North Public Library	15,609	15,609	-	15,609	-	15,609	-	15,609	-
Carmel-Clay Public Library	227,397	227,397	-	227,397	-	227,397	-	227,397	-
Hamilton East Public Library	479,471	479,471	-	479,471	-	479,471	-	479,471	-
Sheridan Public Library	14,656	14,656	-	14,656	-	14,656	-	14,656	-
Westfield Public Library	180,330	180,410	80	180,728	319	181,286	557	182,082	796
Hamilton County Solid Waste	54,640	54,647	7	54,677	30	54,729	52	54,803	74

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

TABLE 5

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 21-101"

Fiscal Plan Summary

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Total</u>
Revenue	\$ 14,877	\$ 37,040	\$ 59,203	\$ 83,506	\$ 106,831	\$ 301,457
Non-Capital Costs	23,386	43,898	56,536	72,814	90,637	287,271
Capital Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net	<u>\$ (8,509)</u>	<u>\$ (6,858)</u>	<u>\$ 2,667</u>	<u>\$ 10,692</u>	<u>\$ 16,194</u>	<u>\$ 14,186</u>
Percentage	<u>-57.2%</u>	<u>-18.5%</u>	<u>4.5%</u>	<u>12.8%</u>	<u>15.2%</u>	<u>4.7%</u>

General Notes

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

ORDINANCE 21-18

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 12, 2021, 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 21-104); and,

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

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

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

Section 1. The Annexation Area, located at 2429 E. 202nd Street, and adjacent to the existing corporate limits along the eastern, southern, and western boundaries of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF MAY, 2021.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 21-18** was delivered to the Mayor of Westfield
on the _____ day of May, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-18
this _____ day of May, 2021.

I hereby VETO Ordinance 21-18
this _____ day of May, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A
ANNEXATION AREA

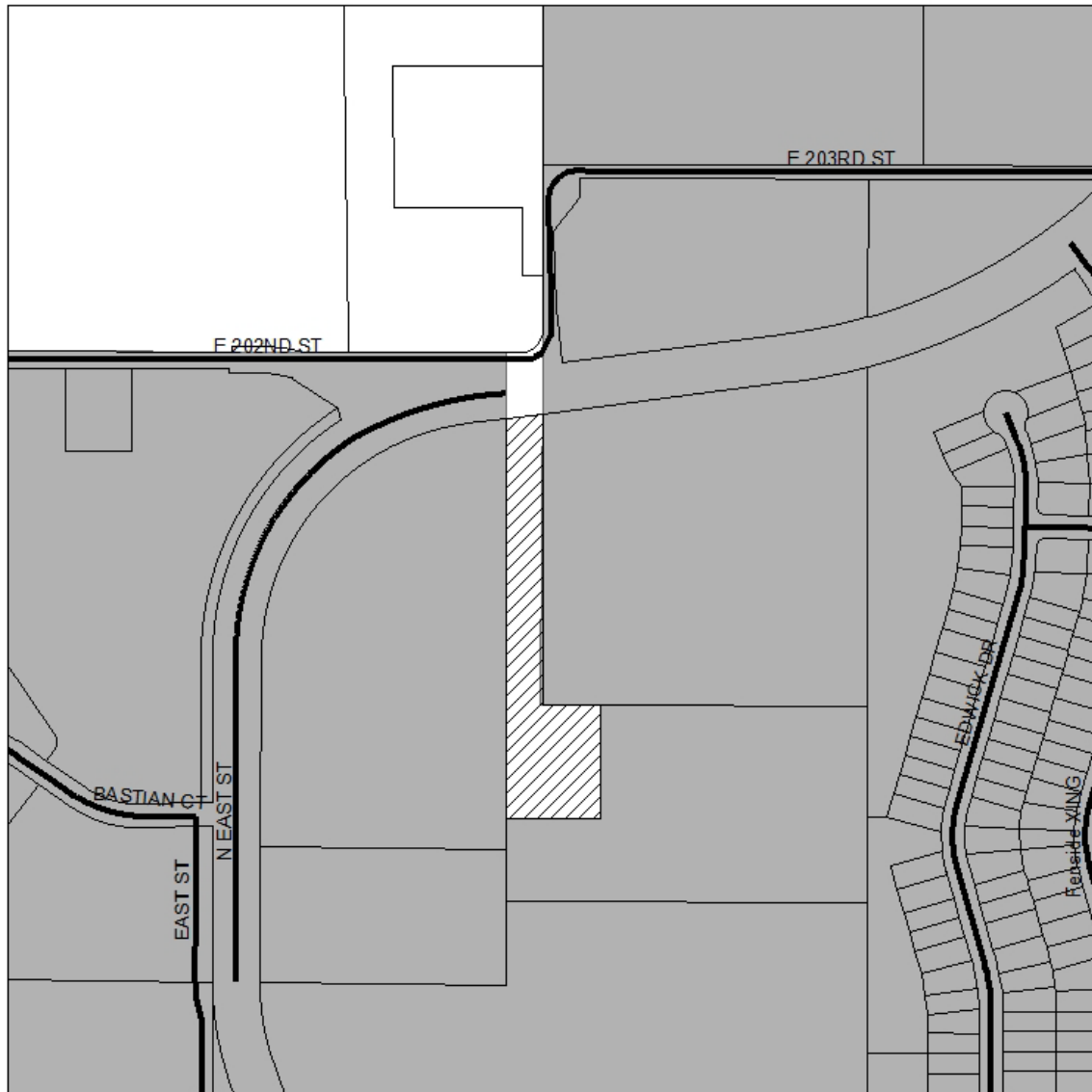
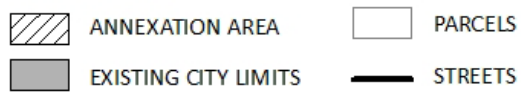


EXHIBIT LEGEND



Not To Scale

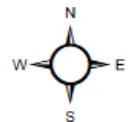


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes one (1) parcel of land:

Parcel No. 08-06-19-00-01-001.106

Parcel I:

A part of the Southeast Quarter of the Northwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana described as follows:

Beginning at the Southeast corner of said quarter quarter Section; thence North 89 degrees 52 minutes and 42 seconds West along the South line of said quarter quarter Section 90.75 feet; thence North 00 degrees 00 minutes 31 seconds East parallel to the East line of said quarter quarter Section 838.78 feet; thence South 89 degrees 52 minutes 42 seconds East and parallel to the South line of said quarter quarter Section 90.75 feet to the East line of said quarter quarter Section; thence South 00 degrees 00 minutes 31 seconds West along the East line of said quarter quarter Section 838.78 feet to the Point of Beginning.

Parcel II:

Part of the South half of Section 19, Township 19 North, Range 4 East, In Hamilton County, Indiana described as follows:

Beginning at the Northeast corner of the Southwest Quarter of Section 19, Township 19 North, Range 4 East; thence North 89 degrees 52 minutes 42 seconds West (assumed bearing) on the North line of the South Half of said Section 19, a distance of 90.75 feet; thence South 00 degrees 00 minutes 31 seconds West parallel with the East line of said Southwest Quarter 285.00 feet; thence South 89 degrees 52 minutes 42 seconds East parallel with the North line of said South Half 238.00 feet; thence North 00 degrees 00 minutes 31 seconds East parallel with said West line 285.00 feet to the North line of said South Half; thence North 89 degrees 52 minutes 42 seconds West on said North line 147.25 feet to the Place of Beginning.

Parcel III:

Part of the Northwest Quarter of Section 19, Township 19 North, Range 4 East In Hamilton County, Indiana, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of Section 19, Township 19 North, Range 4 East; thence South 00 degrees 00 minutes 31 seconds East (assumed bearing) on the East line thereof 1811.0 feet to the True Beginning Point of the real estate herein described; thence South 00 degrees 00 minutes 31 seconds East on the East line of said Quarter 20.02 feet to the Northeast corner of Forty-seven and Three-fourths acres off the South side of said

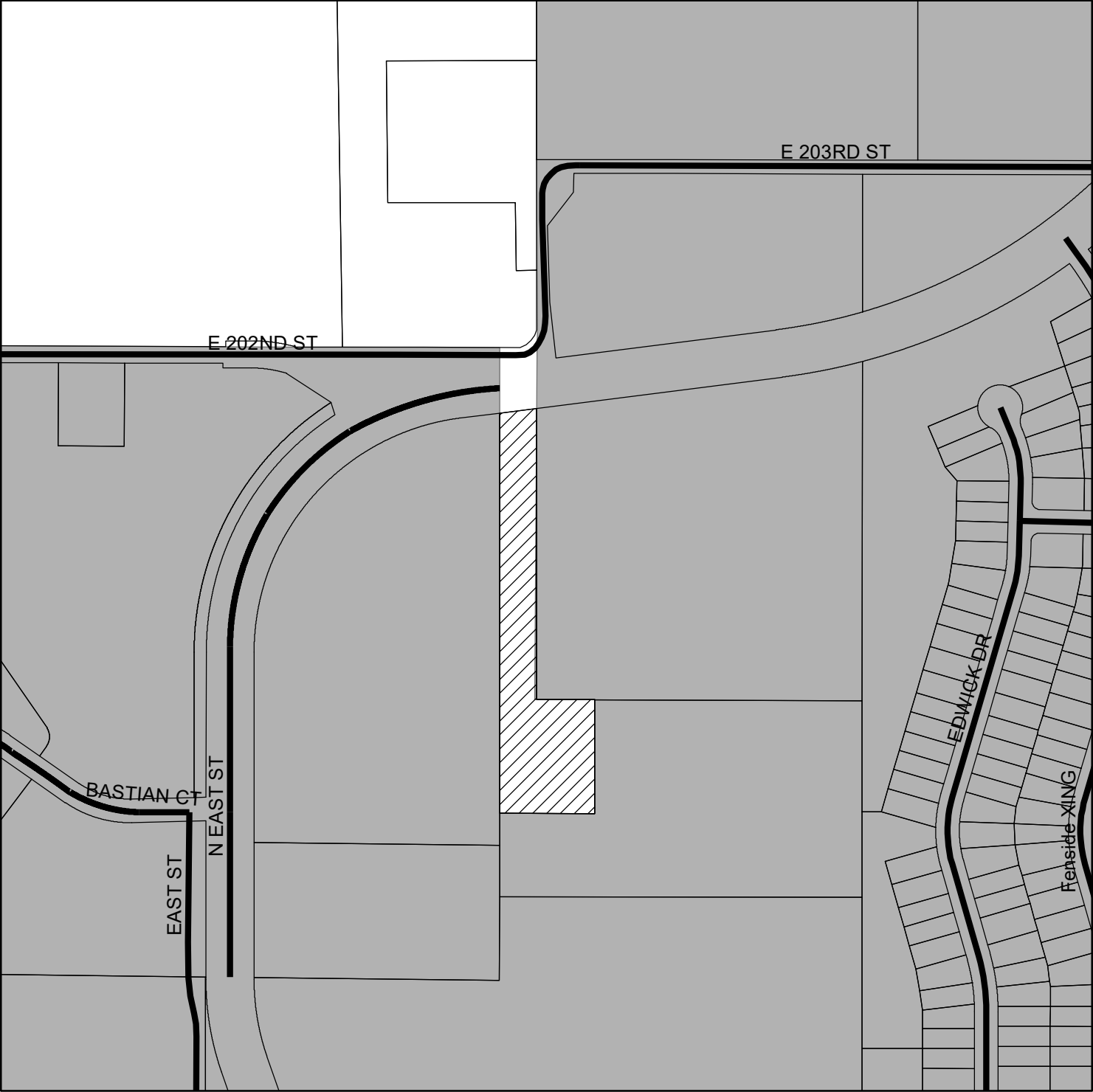
Northwest Quarter as described In an Administrator's Deed recorded In Deed Record 329, page 919 in the Office of the Hamilton County Recorder; thence North 89 degrees 52 minutes 42 seconds West on the North line of said real estate 90.75 feet; thence North 00 degrees 00 minutes 31 seconds West parallel with the East line of said Quarter, 20 feet, more or less, to the approximate centerline of 202nd Street; thence Easterly on said South line 90.75 feet to the True Beginning Point

Less and except that part of the Land condemned by the City of Westfield, Indiana in Case 29D04-191 l-PL- 10514.

Also including:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code 36-4-3-2.5, including the relevant portions of 202nd Street and East Street.

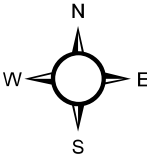
Annexation Area



Not To Scale

EXHIBIT LEGEND

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



ORDINANCE 21-19

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 12, 2021, 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 21-105); 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 at the northwest corner of 186th Street and Shady Nook Road, and adjacent to the existing corporate limits along the eastern, and a portion of the southern boundaries of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF MAY, 2021.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 21-19** was delivered to the Mayor of Westfield
on the _____ day of May, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-19
this _____ day of May, 2021.

I hereby VETO Ordinance 21-19
this _____ day of May, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A **ANNEXATION AREA**

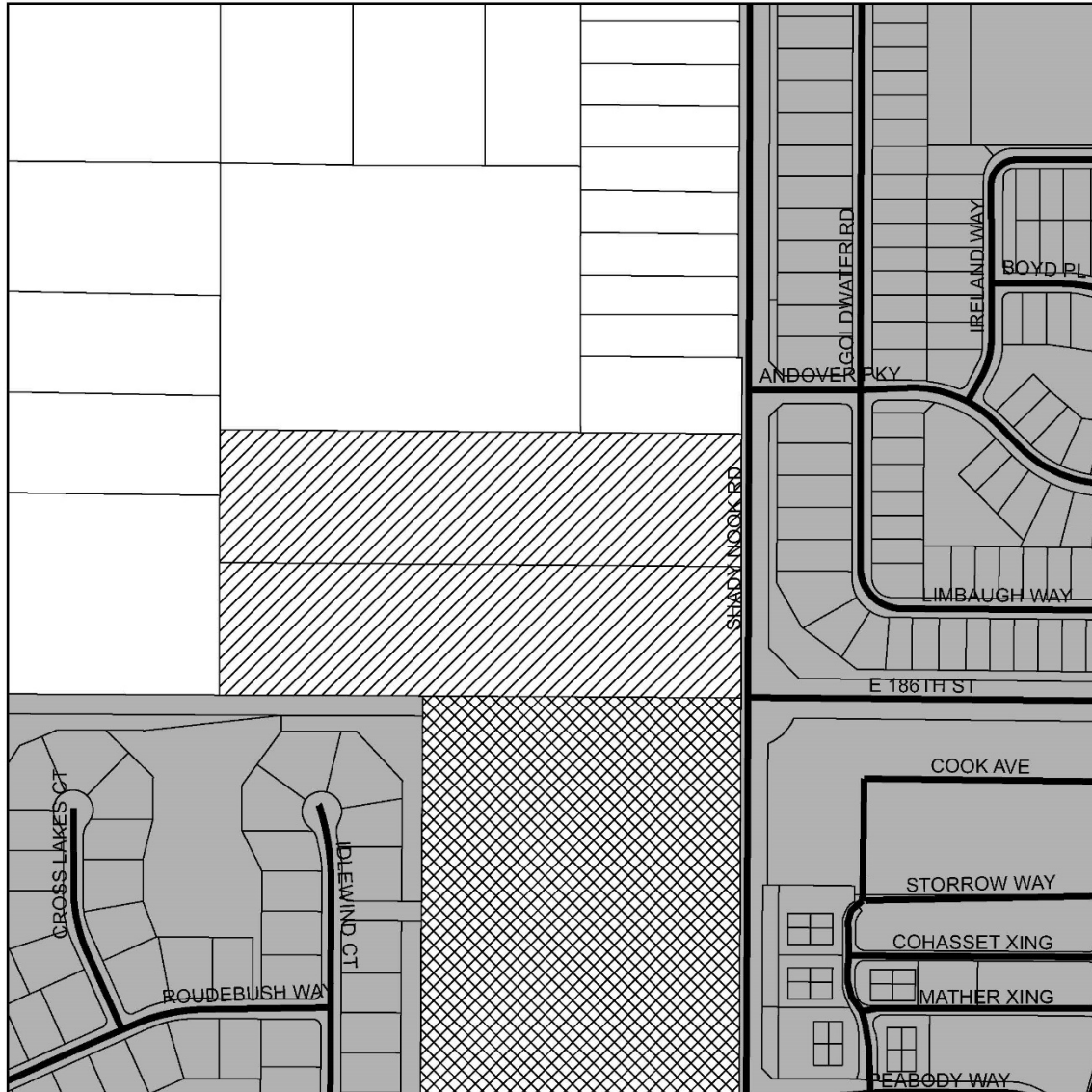


EXHIBIT LEGEND

 ANNEXATION AREA
 EXISTING CITY LIMITS

 PARCELS
 STREETS

 Ord. 21-13 (Lakes of Westfield, Phase 2)
 Adoption Date 04/12/2021
 Effective Date 05/24/2021

Not To Scale

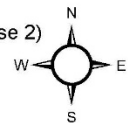


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes two (2) parcels of land:

Parcel Nos. 08-06-29-00-00-027.000
 08-06-29-00-00-027.001

The South Half of the Southeast Quarter of the Southwest Quarter of Section 29, Township 19 North, Range 4 East, in Washington Township, Hamilton County, Indiana.

Also including:

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

Annexation Area

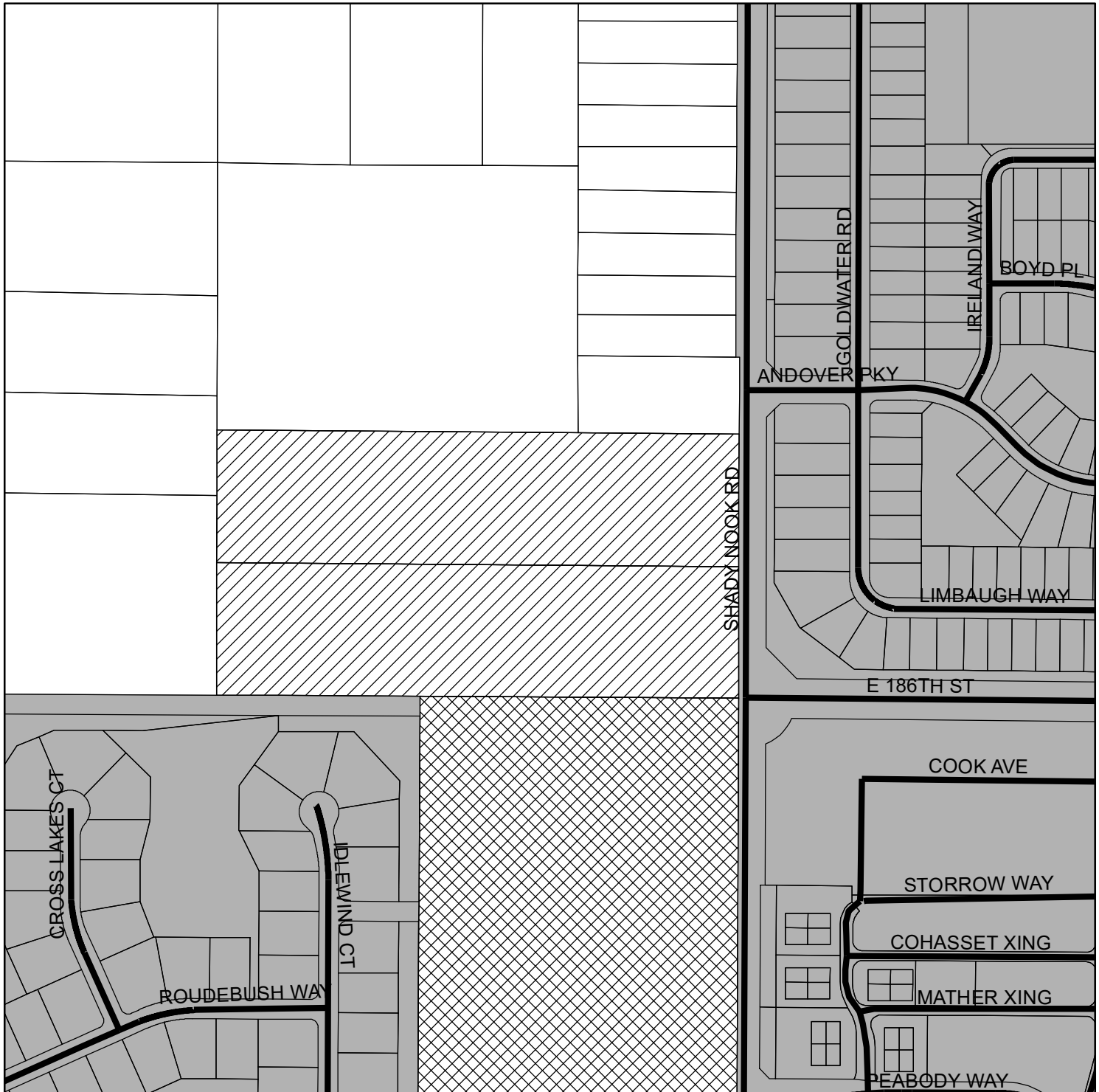


EXHIBIT LEGEND



ANNEXATION AREA



PARCELS



Ord. 21-13 (Lakes of Westfield, Phase 2)
Adoption Date 04/12/2021
Effective Date 05/24/2021

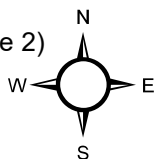


EXISTING CITY LIMITS



STREETS

Not To Scale



ORDINANCE 21-20

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 12, 2021, 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 21-106); 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 at the northwest corner of 199th Street and Horton Road, and adjacent to the existing corporate limits along western, northern, and a portion of the eastern boundaries of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF MAY, 2021.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 21-20** was delivered to the Mayor of Westfield
on the _____ day of May, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-20
this _____ day of May, 2021.

I hereby VETO Ordinance 21-20
this _____ day of May, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A
ANNEXATION AREA

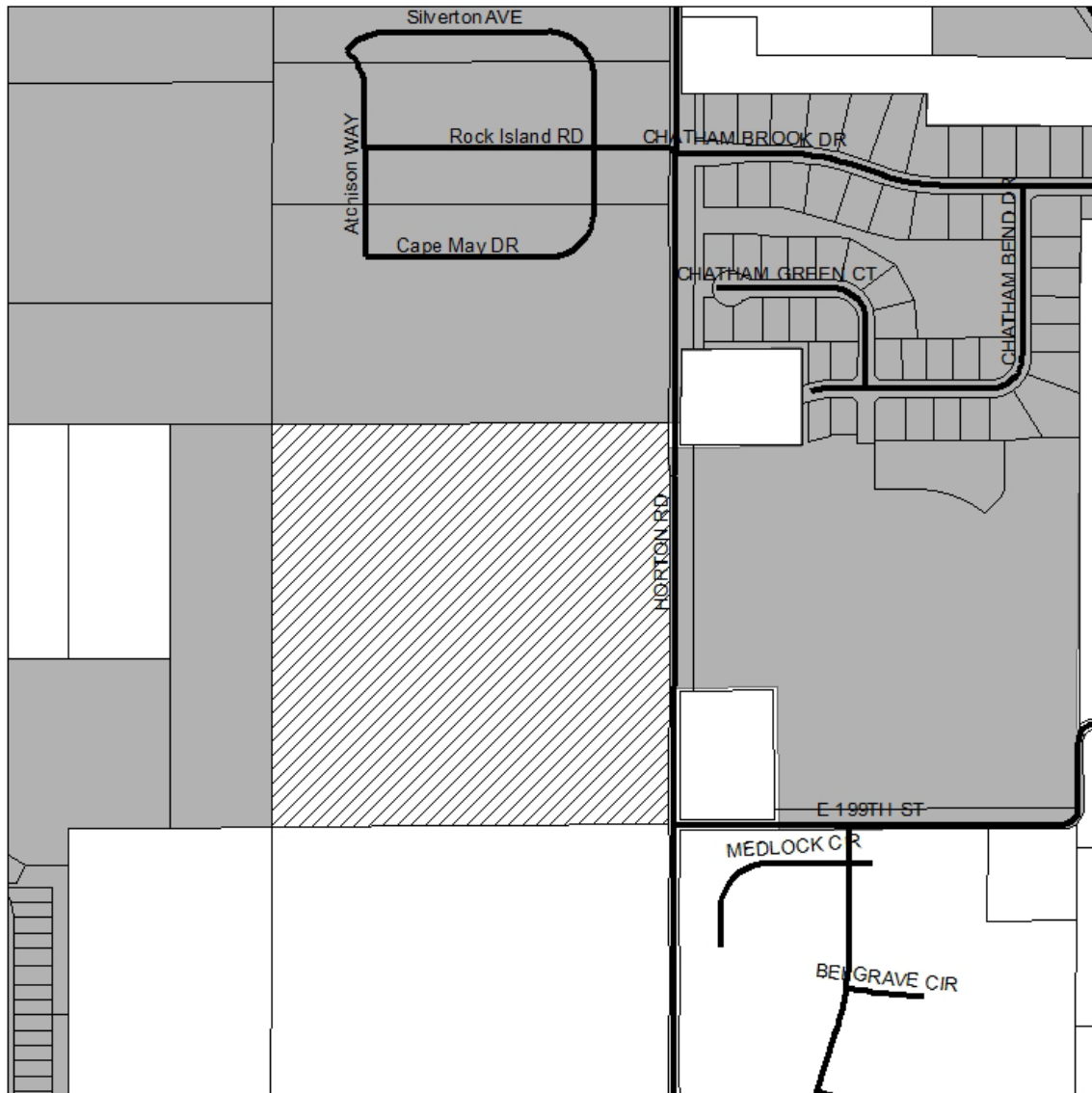


EXHIBIT LEGEND

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

Not To Scale

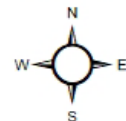


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes one (1) parcel of land:

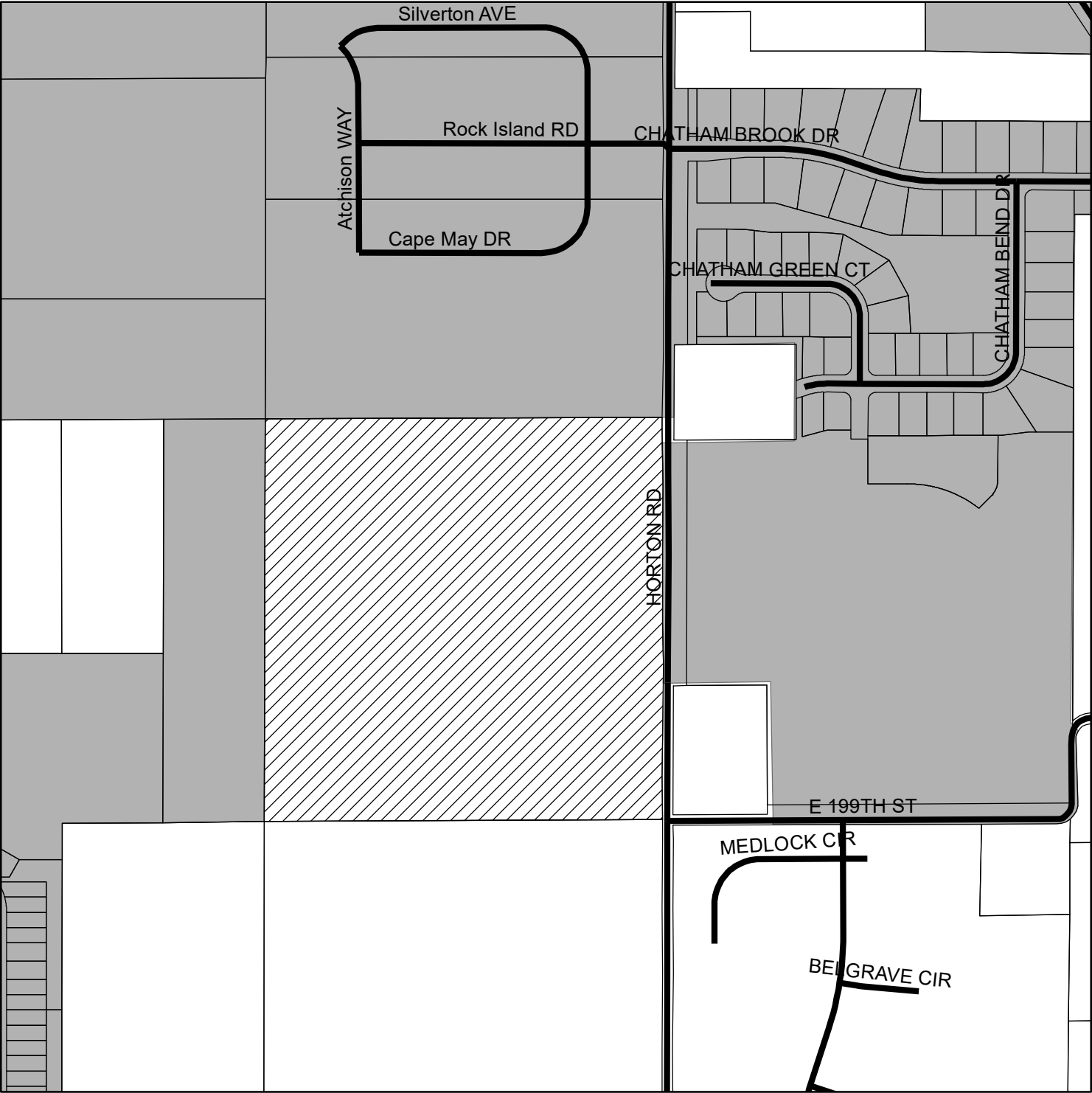
Parcel No. 08-05-23-00-00-025.000

The Northwest Quarter of the Southwest Quarter in Section 23, Township 19 North, Range 3 East, in Hamilton County, Indiana, containing 40 acres, more or less.

Also including:

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

Annexation Area



Not To Scale

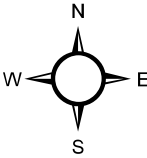


EXHIBIT LEGEND

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

EXHIBIT B
CONCEPT PLAN

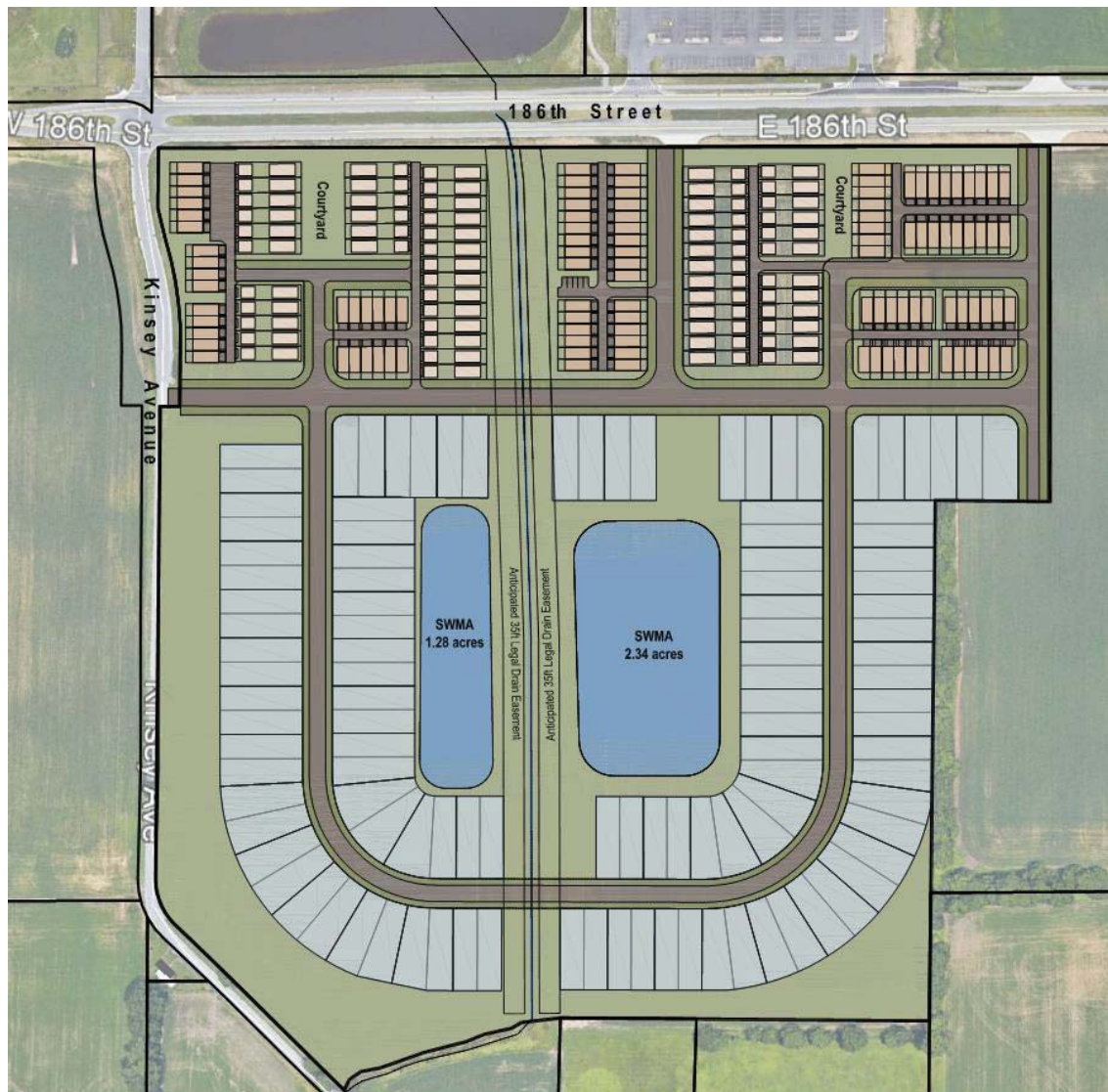
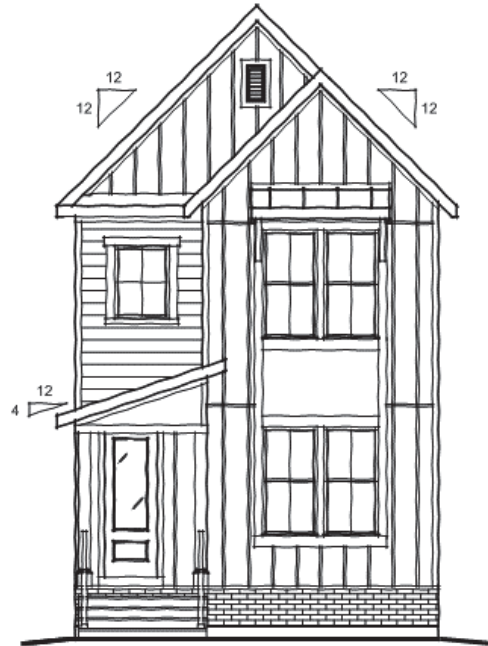


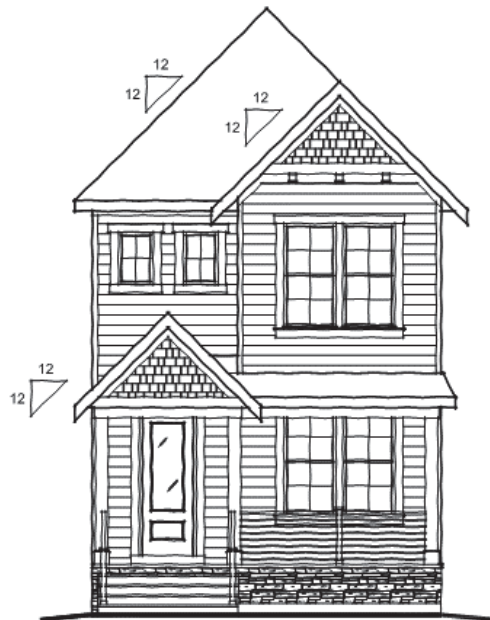
EXHIBIT C
ILLUSTRATIVE CHARACTER EXHIBITS
TOWNHOMES



EXHIBIT D-1
ILLUSTRATIVE CHARACTER EXHIBITS
DETACHED COTTAGE HOMES



Cape Cod Farmhouse



Coastal Classic

EXHIBIT D-2
ILLUSTRATIVE CHARACTER EXHIBITS
ATTACHED COTTAGE HOMES



ORDINANCE NUMBER 21-__

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE TEXT OF THE MAPLE KNOLL PLANNED UNIT DEVELOPMENT AND THE UNIFIED DEVELOPMENT ORDINANCE

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

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

WHEREAS, the Town of Westfield adopted the Maple Knoll Planned Unit Development District Ordinance 04-02 on February 9, 2004 (the "Maple Knoll PUD Ordinance");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 21__-PUD-__**), requesting an amendment to the Maple Knoll PUD Ordinance as it pertains to the parcels of real estate illustrated in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 21__-PUD-__** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (**- vote**) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on May __, 2021; and

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

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the Maple Knoll PUD Ordinance is hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the provisions of the Maple Knoll PUD Ordinance as amended, and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a

Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

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

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

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

- 3.1 Article 6.1 Accessory Buildings: The Accessory Building requirements of the UDO (Article 6.1 Accessory Use and Building Standards) shall apply; however, Article 6.1(H)(2) and Article 6.1(H)(5) Screening of Receptacles and Loading areas shall be modified to permit trash enclosures to be located within the Established Front Yard of the Frontage Road. If an enclosure is oriented toward the right-of-way, then the opaque gates may be oriented towards the right-of-way.

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS ____ DAY OF _____, 2021.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 21-__** was delivered to the Mayor of Westfield

on the ____ day of _____, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-__

this ____ day of _____, 2021.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 21-__

this ____ day of _____, 2021.

J. Andrew Cook, Mayor

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

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

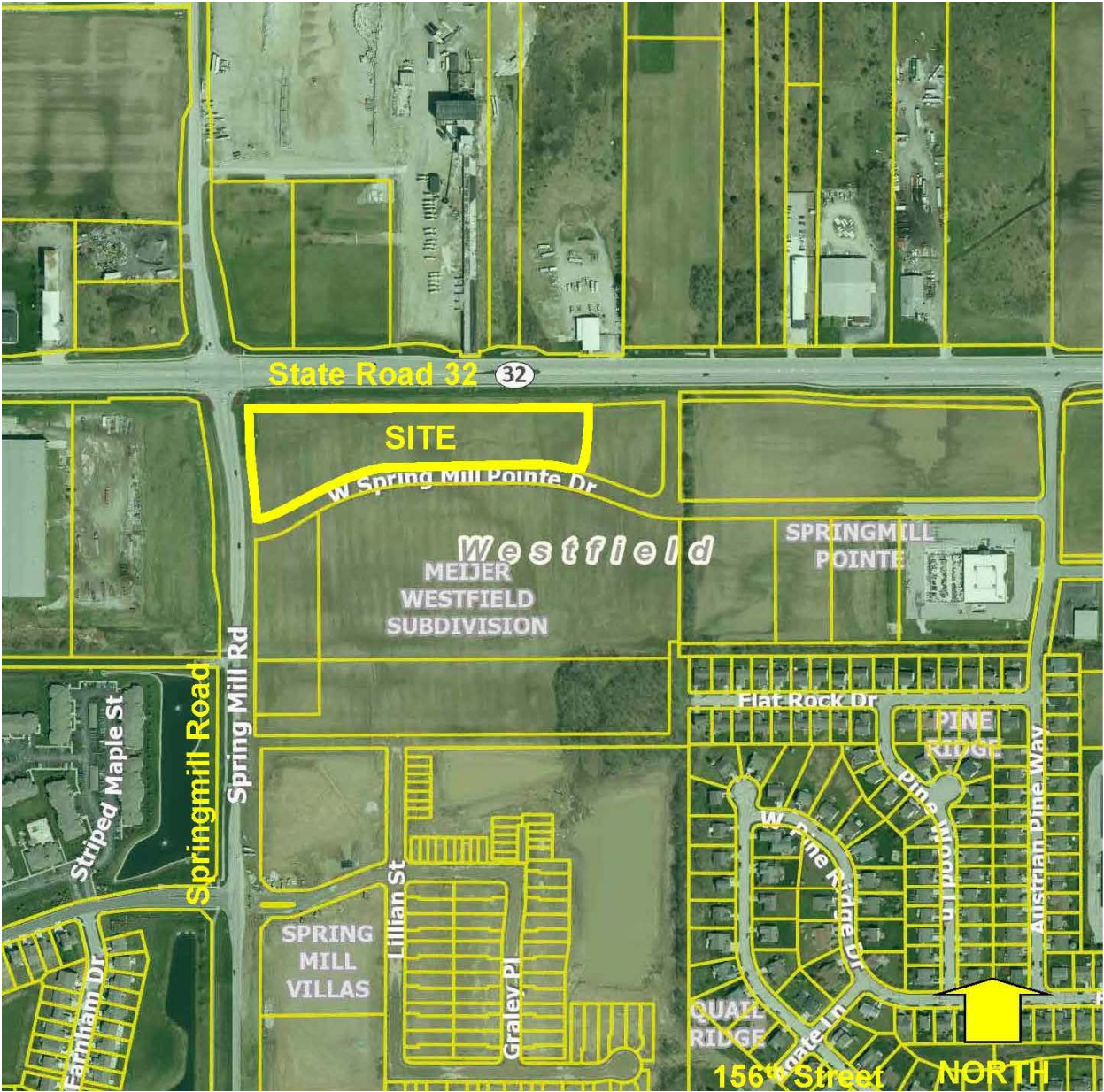
SCHEDULE OF EXHIBITS

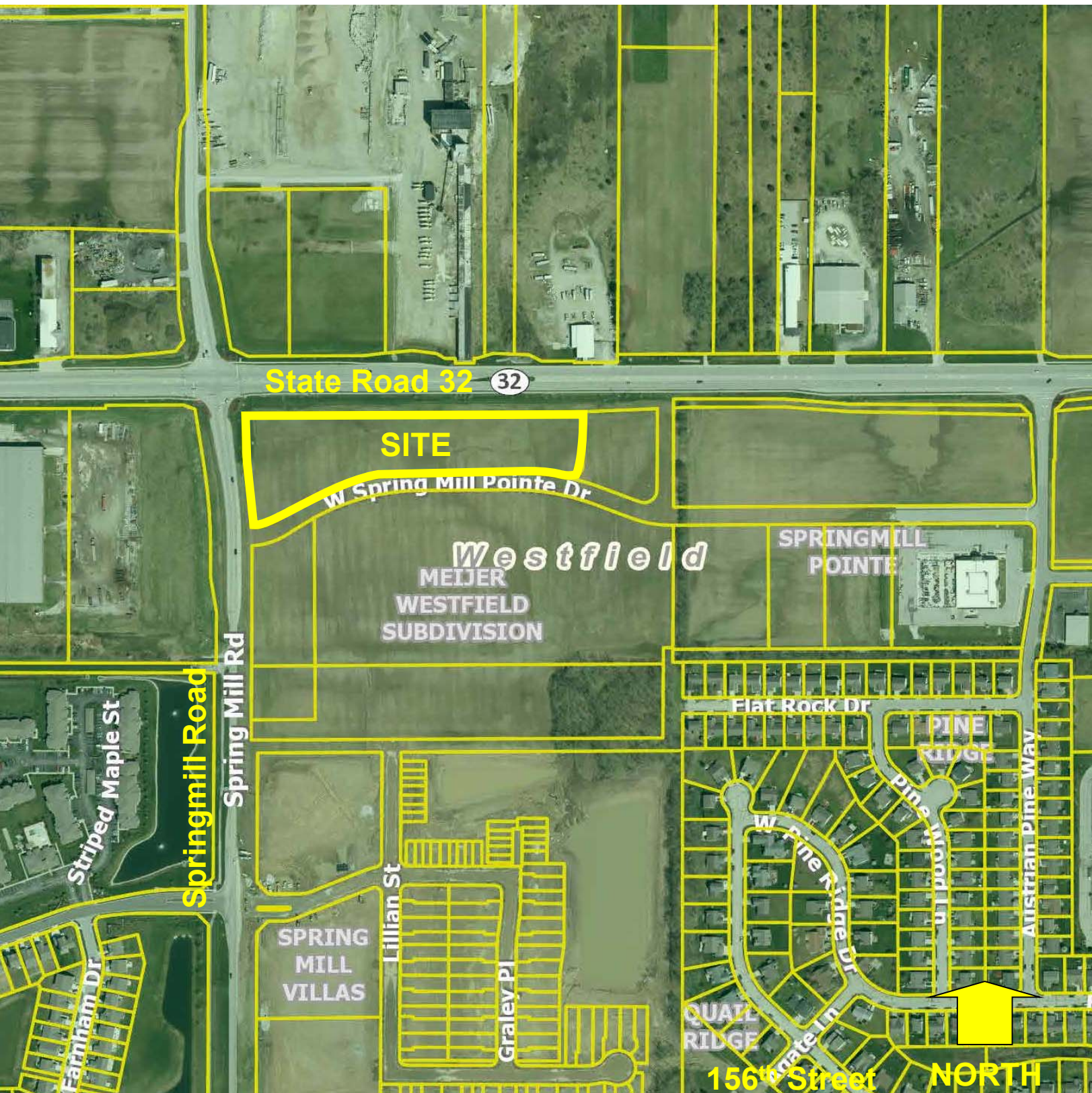
Exhibit A Real Estate

EXHIBIT A
Real Estate
(Page 1 of 2)

Block A in the Meijer Westfield Subdivision Secondary Plat, a subdivision of a part of the northwest quarter of Section 2, Township 18 North, Range 3 East of the Second Principal Meridian, City of Westfield, Hamilton County, Indiana, as recorded in Plat Cabinet 5, Slide 1129 as instrument number 2020027528 in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT A
Real Estate
(Page 2 of 2)





Meijer Block A
Site Location Map / Aerial Photograph

CHANGE OF ZONING APPLICATION

OFFICE
USE ONLY
 DOCKET #: _____ FILING DATE: _____
 FILING FEE: \$ _____ FEE PLUS \$ _____ PER ACRE (@ _____ ACRES) = \$ _____

PRE-FILING CONFERENCE

PRE-FILING CONFERENCE WITH: _____ (STAFF NAME) DATE: _____

APPLICANT INFORMATION

APPLICANT'S NAME: Panda Restaurant Group, Inc. TELEPHONE: See Ex. AADDRESS: See Ex. A EMAIL: See Ex. APROPERTY OWNER'S NAME: Meijer Stores, LP TELEPHONE: NAADDRESS: See Ex. A EMAIL: NAREPRESENTATIVE'S NAME: Nelson & Frankenberger, LLC TELEPHONE: See Ex. ACOMPANY: Jon Dobosiewicz and Jim Shinaver EMAIL: See Ex. AADDRESS: See Ex. A

PROPERTY AND PROJECT INFORMATION

PROJECT TO BE KNOWN AS: Maple Knoll PUD Text Amendment - Meijer Westfield Outlot Dumpster LocationADDRESS OR PROPERTY LOCATION: Southeast corner of SR 32 and Springmill RoadACREAGE: +/- 5.2 acres (ATTACH LEGAL DESCRIPTION) EXISTING LAND USE: undevelopedCOUNTY PARCEL ID #(S): 08-09-02-00-00-001.003EXISTING ZONING DISTRICT(S): Maple Knoll PUD Ordinance PROPOSED ZONING DISTRICT: Maple Knoll PUDAPPLICATION TYPE: ☐ STANDARD ZONING DISTRICT ☐ PLANNED UNIT DEVELOPMENT DISTRICT ☒ TEXT AMENDMENT

APPLICANT AFFIDAVIT

IN WITNESS WHEREOF, the undersigned, having duly sworn, upon oath says that above information is true and correct as he/she is informed and believes and that Applicant owns or controls the property involved in this application.

 Applicant/Representative (signature) See Ex. B - Applicant Consent
 Applicant/Representative (printed)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Applicant, who having been duly sworn acknowledged the execution of the foregoing Application.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

State of _____, County of _____, SS:

 Notary Public Signature

 Notary Public (printed)



PROPERTY OWNER AFFIDAVIT

IN WITNESS WHEREOF, the undersigned, having duly sworn, upon oath says they are the owners of the property involved in this application and that they hereby acknowledge and consent to the foregoing Application.

_____ Property Owner (signature)*	See Ex. C Owner's Consent _____ Property Owner (printed)
--------------------------------------	--

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Property Owner, who having been duly sworn acknowledged and consents to the execution of the foregoing Application.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

State of _____, County of _____, SS:

 Notary Public Signature

 Notary Public (printed)

**A signature from each party having interest in the property involved in this application is required. If the Property Owner's signature cannot be obtained on the application, then a notarized statement by each Property Owner acknowledging and consenting to the filing of this application is required with the application.*

CHANGE OF ZONING

**GENERAL INSTRUCTIONS**

- A. **Pre-Filing Conference:** A pre-filing conference is required for all petitions. An appointment must be made with the Economic and Community Development Department (the "Department") to discuss a petition prior to filing. An application will not be considered filed until a pre-filing conference has occurred. An applicant should have a draft ordinance and concept plan for the pre-filing conference. Applicants are encouraged to incorporate the Department's comments into the application prior to filing.
- B. **Filing Petition:** A petition shall be filed with the Department by the filing deadline in accordance with the Schedule of Meeting and Filing Dates. In order to be deemed a complete petition, a petition shall include the following:
- | | |
|--|--|
| ☒ Completed Application | ☒ Legal Description |
| ☒ Proposed Ordinance | ☐ Concept Plan (if applicable) |
| ☐ Draft Public Notice | ☐ List of Adjoining Property Owners (as provided by County) |
| ☐ TAC Delivery Affidavit | ☒ Narrative Statement (describing reason for petition) |
| ☒ Property Owner Consent | ☒ Vicinity Map (including property within 500 feet) |
| ☐ Copy of Property Deed | |
- C. **Filing Fee Check:** After the filing of an application, the Department will advise the applicant of the applicable filing fee amount, which is due and payable (checks made out to "City of Westfield") within two (2) weeks of filing.
- D. **Technical Advisory Committee (TAC):** The applicant is responsible for submitting a copy of the application and related information to Technical Advisory Committee members prior to filing. An affidavit confirming delivery of information is required to be completed and signed by the applicant and submitted with the petition. Technical Advisory Committee meetings are held in the City Services Building (2728 East 171st Street, Westfield, IN 46074) in accordance with the Schedule of Meeting and Filing Dates. A representative must be present at this meeting.
- E. **Council Introduction:** Applications are presented to the Council for introduction, prior to the Plan Commission public hearing. The Council will hear an introductory presentation of the application and supporting information by the Department and the Applicant.
- F. **Public Hearing and Notice:** All change of zoning applications require a public hearing by the Plan Commission. The hearing is held at the first Plan Commission meeting of the month, in accordance with the Schedule of Meeting and Filing Dates. Notice of the hearing is required in accordance with the Plan Commission's [Rules of Procedure](#):
- Newspaper Publication:** Notice of the hearing will be published in the Hamilton County Reporter and The Times. The Department will handle the newspaper publication requirement.
 - Mailed Public Notice:** The applicant is responsible to send public notice by first class mail to all interested parties, postmarked at least ten (10) days prior to the hearing. A list of adjacent property owners may be obtained from the **Hamilton County Auditor, Office of Transfers and Mapping** (33 North 9th Street, Noblesville, IN 46060, (317) 776-9624), and shall include all owners of property to a depth of two (2) ownerships of no direct or indirect financial or other interest to the applicant or property owner or one-eighth of a mile (1/8), whichever is less.
 - Public Notice Sign:** The applicant is responsible to post a public notice sign(s) on the property at least ten (10) days prior to the public hearing. The Department will determine sign locations and will make signs available for the applicant to obtain in the office of the Department.
 - Affidavit of Notice of Public Hearing:** The applicant shall deliver a copy of the mailed notice and a signed affidavit, verifying that the notices were mailed and the public notice sign(s) was posted on the subject property, to the Department at least four (4) calendar days prior to the public hearing.
- G. **Revisions:** Following the hearing, the applicant will have an opportunity to make revisions to the petition as a result of the TAC review, staff comments and public hearing comments. Revisions must be submitted electronically (PDF format) to the Department pursuant to the Schedule of Meeting and Filing Dates (see "Revised Plans Submittal Deadline").
- H. **Plan Commission:** Following the public hearing (typically at the second Plan Commission meeting of the month), the Plan Commission will make a favorable, unfavorable, or no recommendation to the City Council.
- I. **Council's Consideration:** The Council will then review the change of zoning application and materials forwarded from the Plan Commission and will either approve or deny the ordinance.
- J. **Resource:** Please see the Plan Commission's [Rules of Procedure](#) for more detailed procedural information.

EXHIBIT “A”

Contact Information

Owner and Parcel Nos.: 08-09-02-00-00-001.003
Meijer Stores, LP
2929 Walker Ave NW
Grand Rapids, MI 49544

Applicant: Panda Restaurant Group, Inc.
c/o Pernell Agdeppa, Director, Real Estate Legal
1683 Walnut Grove Avenue
Rosemead, CA 91770-3711
Phone: (626) 372-8204
Email: Pernell.Agdeppa@PandaRG.com

**Attorney/
Land Use Professional:** Jim Shinaver, Attorney
Jon C. Dobosiewicz, Land Use Professional
Nelson & Frankenberger, LLC
550 Congressional Blvd., Suite 210
Carmel, IN 46032
Office Phone: (317) 844-0106
Cell: Jim Shinaver (317) 345-3022
Cell: Jon Dobosiewicz (317) 428-8393
Email: jims@nf-law.com
Email: jon@nf-law.com

Architect: NORR Architecture & Planning
c/o Valentino Mancini, Studio Manager, Associate, M. Arch, LEED GA
150 W. Jefferson Ave., Suite 1300
Detroit, MI 48226
Phone: (313) 324-3156
Email: Valentino.Mancini@norr.com

EXHIBIT "B"**APPLICANT'S, PANDA RESTAURANT GROUP, INC., CONSENT AND JOINDER IN APPLICATIONS**

The undersigned person, on behalf of Panda Restaurant Group, Inc. being the applicant (the "Applicant"), regarding the parcels of real estate identified by the Auditor of Hamilton County, Indiana, as Tax Parcel Identification Numbers 08-09-02-00-00-001.003; 08-09-02-00-00-001.004; and, 08-09-02-00-00-001.111 (collectively, the "Real Estate") hereby states the following with respect to the application seeking Text Amendment approval to the Springmill Pointe PUD District Ordinance No. 19-36 related to certain signage requirements (the "Text Amendment Application"):

1. The undersigned, having been duly sworn, upon oath says that the above information contained herein is true and correct, as he or she is informed and believes, and that the undersigned Applicant has the consent of the Owner who control the Real Estate to file the Text Amendment Application.

"Panda Restaurant Group, Inc"

By: [Signature]

Name: Dan Landsberg

Title: CFO

Date: 11/19/2020

Approve as to Form

DocuSigned by:

[Signature]
AC80FA015D6D446...

STATE OF _____)

COUNTY OF _____)

SS.:

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____ (name), as _____ (title) on behalf of Panda Restaurant Group, Inc., who having been duly sworn and acknowledges and consents to the execution of the foregoing Applicant's Consent and Joinder in Applications.

WITNESS my hand and Notarial Seal this _____ day of _____, 2020.

Notary Public

My Commission Expires:

County of Residence:

Printed Name

Please see Attached

ACKNOWLEDGMENT

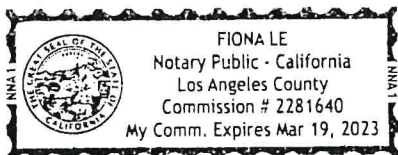
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On November 19, 2020, before me, Fiona Le, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.



Fiona Le
Notary Public in and for the
State of California
My commission expires: 3/19/23

EXHIBIT "C"
OWNER'S CONSENT AND JOINDER IN APPLICATIONS

Meijer Stores Limited Partnership, being the owner of the parcels of real estate identified by the Auditor of Hamilton County, Indiana, as Tax Parcel Identification Numbers 08-09-02-00-00-001.003; 08-09-02-00-00-001.004; and, 08-09-02-00-00-001.111 (collectively, the "Real Estate") hereby authorizes Panda Restaurant Group, Inc. and their successors and assigns (collectively the "Applicant"), along with its employees, engineers, land planners, attorneys, attorney's employees and agents, as follows:

1. To file with the Plan Commission of the City of Westfield (the "Plan Commission") and, the City of Westfield City Council ("Council"), with respect to the Real Estate, an application seeking Text Amendment approval to the Maple Knoll Planned Unit Development District Ordinance 04-02 related to certain signage requirements (the "Text Amendment Application");
2. To pursue the Text Amendment Application before the Plan Commission and Council; and,
3. The undersigned, having been duly sworn, upon their oath say that the above information contained herein is true and correct, as he or she is informed and believes, and that the undersigned Owner controls the Real Estate involved in the Text Amendment Application and consents to the Applicant filing the Applications.

"Owner"

MEIJER STORES LIMITED PARTNERSHIP,

a Michigan limited partnership

By: Meijer Group, Inc., a Michigan corporation

Its: General Partner

By: _____

Name: Michael Flickinger

Title: Vice President-Real Estate

Legal MN

Bus. ML

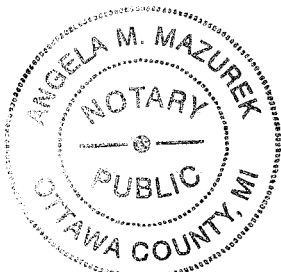
STATE OF MICHIGAN)

) ss.

COUNTY OF KENT)

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared Michael Flickinger, the Vice President-Real Estate of Meijer Group, Inc., a Michigan corporation, the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, and after being duly sworn and acknowledged, and consents, on behalf of said limited partnership, to the execution of the foregoing Owner's Consent and Joinder in Applications.

WITNESS my hand and Notarial Seal this 22nd day of December, 2020.



Angela M. Mazurek
Notary Public, State of Michigan, County of _____

My commission expires: _____

Acting in the County of Kent.

ANGELA M. MAZUREK
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires: 3/2/2022

Exhibit “D”

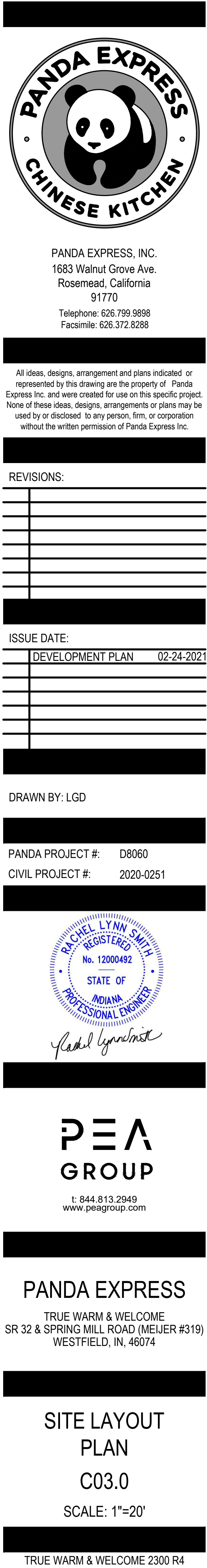
Maple Knoll PUD Text Amendment – Meijer Westfield Outlot Dumpster Location Project Description

By way of general background, the Maple Knoll Planned Unit Development District (the “Maple Knoll PUD”) was adopted on February 9, 2004, as Ordinance Number 04-02. The Applicant has filed a text amendment application pertaining to a parcel of real estate that is within the Maple Knoll PUD District, which parcel is located at the southeast corner of SR 32 and Springmill Road, which parcel is shown on the enclosed site aerial map (the “SR 32 Outlots”).

The Applicant is seeking text amendment approval to the Maple Knoll PUD as it pertains to the location of a proposed trash enclosure on the SR 32 outlots. To this end, the requested Text Amendment seeks the following change:

Article 6.1 Accessory Buildings: The Accessory Building requirements of the UDO (Article 6.1 Accessory Use and Building Standards) shall apply; however, Article 6.1(H)(2) and Article 6.1(H)(5) Screening of Receptacles and Loading areas shall be modified to permit trash enclosures to be located within the Established Front Yard of the Frontage Road. If an enclosure is oriented toward the right-of-way, then the opaque gates may be oriented towards the right-of-way.

The Text Amendment only applies to the Real Estate and is not applicable to any other area of the Maple Knoll development. If approved the amendment will permit the location of a trash enclosure on the Frontage Road side of outlots (not along SR 32) where the UDO prohibits locating a trash enclosure between the building and the street where in this case the trash enclosure would be on the parking lot side internal to the commercial center. The unintended application of this provision has been addressed in many of the recent commercial developments along SR 32 and Community Development staff is in support of the Amendment to address development on the subject SR 32 Outlots.



XREF: S:\PROJECTS\2020\2020-0251\DWG\TOPOBASE-200251.dwg
XREF: S:\PROJECTS\2020\2020-0251\DWG\CONSTRUCTION\CBASE-200251.dwg
XREF: S:\PROJECTS\2020\2020-0251\DWG\CONSTRUCTION\XTBLK-200251.dwg

ORDINANCE NUMBER 21-06

Grand Park Village PUD District Amendment IV

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

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

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

WHEREAS, the Council enacted Ordinance 12-46, Grand Park Village Planned Unit Development Ordinance on December 12, 2012;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No. 2102-PUD-06), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded Petition No. 2102-PUD-06 to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **favorable** recommendation (X-X) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on June 14, 2021;

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

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

Section 1. **Applicability of Ordinance**

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

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

- Illustrative Character Exhibits: The architectural building elevations, attached hereto as **Exhibit C** and **D**.

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

Section 4. **Development and Architectural Standards.** The Development and Architectural Standards of Article 6(L) shall be replaced with the following:

- 4.1 Permitted Uses: In addition to the uses permitted on the Real Estate set forth in Ordinance 12-46, the following use shall also be permitted:
 - Townhome Dwelling
 - Single-Family Detached Dwelling
 - Shall only be permitted if in substantial compliance with the Illustrative Character Exhibits shown in **Exhibit D**

and geographically located in compliance with the Concept Plan.

- Shall be developed in compliance with the SF4: Single-Family High-Density District standards of the UDO, unless otherwise modified by this Ordinance

4.2 Development Standards: The following standards shall apply to any Townhomes, Single-Family Detached or Single-Family Attached Dwelling Unit located on the Real Estate.

TOWNHOMES	
Minimum Lot Size,	No Minimum
Minimum Lot Frontage	No Minimum
Maximum Dwelling Units Per Building	7 Dwelling Units
Minimum Building Setback: Front	10 Feet
Minimum Building Setback: Side	10 Feet
Minimum Building Setback: Rear	25 Feet
Minimum Distance Between Buildings	20 Feet
Maximum Building Height	3 Stories
Minimum Living Area (Ground Floor)	No Minimum

SINGLE-FAMILY DETACHED	
Minimum Lot Width	28 Feet
Minimum Building Setback: Front	10 Feet
Minimum Building Setback: Side	4 Feet
Minimum Building Setback: Rear	25 Feet
Minimum Distance Between Buildings	8 Feet
Maximum Building Height	3 Stories
Minimum Living Area (Ground Floor)	No Minimum

SINGLE-FAMILY ATTACHED	
Maximum Project Size within District	33 Acres
Minimum Building Setback: Side	5 Feet
Minimum Building Setback: Rear	25 Feet
Minimum Distance Between Buildings	10 Feet
Minimum Living Area (Ground Floor)	No Minimum

- 4.3 Maximum Project Size within Development: Sixty-Eight (68) acres.
- 4.4 Maximum Density: 16 Dwelling Units/Acre
- 4.5 Maximum Number of Dwelling Units on the Real Estate: 280 Dwelling Units
- Any Townhome Dwelling Unit, Single-Family Detached or Single-Family Attached Dwelling Unit located on the Real Estate shall not count towards the 960 Dwelling Unit Maximum as originally set forth in Section 6(K)(2) of the Grand Park Village PUD Ordinance (Ord. 12-46)
- 4.6 Buildings with more than one (1) adjacent unit shall not require staggering of the Front Building Setback Line for each unit. Rather, architectural features along the front façades will be implemented to provide anti-monotony as depicted in **Exhibit C** (the “Illustrative Character Exhibits”).
- 4.7 Buildings shall be in substantial compliance with those shown in the Illustrative Character Exhibits. If there is a conflict between the Architectural Requirements of Ordinance 12-46 and the Illustrative Character Exhibits, the Illustrative Character Exhibits shall control.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

ALL OF WHICH IS ORDAINED/RESOLVED THIS _____TH DAY OF JUNE,
2021.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 21-06** was delivered to the Mayor of Westfield
on the _____ day of June, 2021, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby **APPROVE ORDINANCE 21-06**
this _____ day of June, 2021.

I hereby **VETO ORDINANCE 21-06**
this _____ day of June, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by: Phil A. Sundling, P.E.
Henke Development Group, LLC
1415 E. 196th 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: Phil A. Sundling*

EXHIBIT A-1
LEGAL DESCRIPTION

A portion of the land as described in Instrument Numbers 2008029578, 9508905, and 200300112350 in the Office of the Recorder of Hamilton County, Indiana, and being a part of the Northeast Quarter of Section 35, Township 19 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 89 degrees 37 minutes 22 Seconds West along the North line of said Northeast Quarter 1324.74 feet to the West line of the East Half of said Northeast Quarter; thence South 00 degrees 11 minutes 53 seconds West along said West line 60.01 feet to the South line of 186th Street as recorded as Instrument Number 2015009376 in said Recorder's Office and the POINT OF BEGINNING; thence continuing South 00 degrees 11 minutes 53 seconds West along said West line 631.20 feet; thence North 89 degrees 37 minutes 22 seconds East 655.69 feet; thence South 00 degrees 28 minutes 01 seconds East 631.17 feet to the South boundary of said Instrument 2008029578 and the South line of the Northeast Quarter of the Northeast Quarter of said Section 35; thence South 89 degrees 31 minutes 59 seconds West along said South boundary and said South line 663.03 feet to the Southwest corner of said Quarter Quarter; thence South 00 degrees 11 minutes 53 seconds West along the East boundary of said Instruments 2008029578 and 200300112350 and along the West line of the East Half of said Northeast Quarter 1316.87 feet to the Southwest corner of said East Half and the centerline of Kinsey Avenue; thence North 45 degrees 50 minutes 25 seconds West along the centerline of Kinsey Avenue and along the Southwest boundary of said Instruments 200300112350, 9508905, and 2008029578 a distance of 1296.75 feet to the southeast boundary of Instrument Number 2019054142 (the following five courses are along said Instrument); (1) thence North 43 degrees 51 minutes 09 seconds East 20.52 feet; (2) thence North 21 degrees 07 minutes 50 seconds West 82.76 feet; (3) thence North 46 degrees 08 minutes 51 seconds West 50.00 feet; (4) thence North 71 degrees 09 minutes 52 seconds West 82.76 feet; (5) thence South 43 degrees 52 minutes 38 seconds West 20.00 feet to the centerline of Kinsey Avenue and the Southwest boundary of said Instrument Number 2008029578 (the following two courses are along the Southwest and West boundaries of said Instrument); (1) thence North 46 degrees 08 minutes 51 seconds West 342.24 feet; (2) thence North 00 degrees 13 minutes 37 seconds East 855.22 feet to the South boundary of said Instrument Number 2015009376 (the following six courses are along the South, East, and South boundaries of said Instrument); (1) thence South 89 degrees 37 minutes 29 seconds East 51.52 feet; (2) thence North 00 degrees 22 minutes 31 seconds East 100.00 feet to a tangent curve to the left having a radius of 612.00 feet, the radius point of which bears North 89 degrees 37 minutes 29 seconds West; (3) thence northerly along said curve 185.37 feet to a point of reverse curve having a radius of 488.00 feet, the radius point of which bears North 73 degrees 01 minutes 17 seconds East; (4) thence Northerly along said curve 54.55 feet to a point which bears South 79 degrees 25 minutes 33 seconds West from said radius point; (5) thence North 00 degrees 21 minutes 09 seconds East 101.67 feet; (6) thence North 89 degrees 37 minutes 22 seconds East 1313.35 feet to the POINT OF BEGINNING, containing 67.887 acres, more or less.

**EXHIBIT A-2
REAL ESTATE**

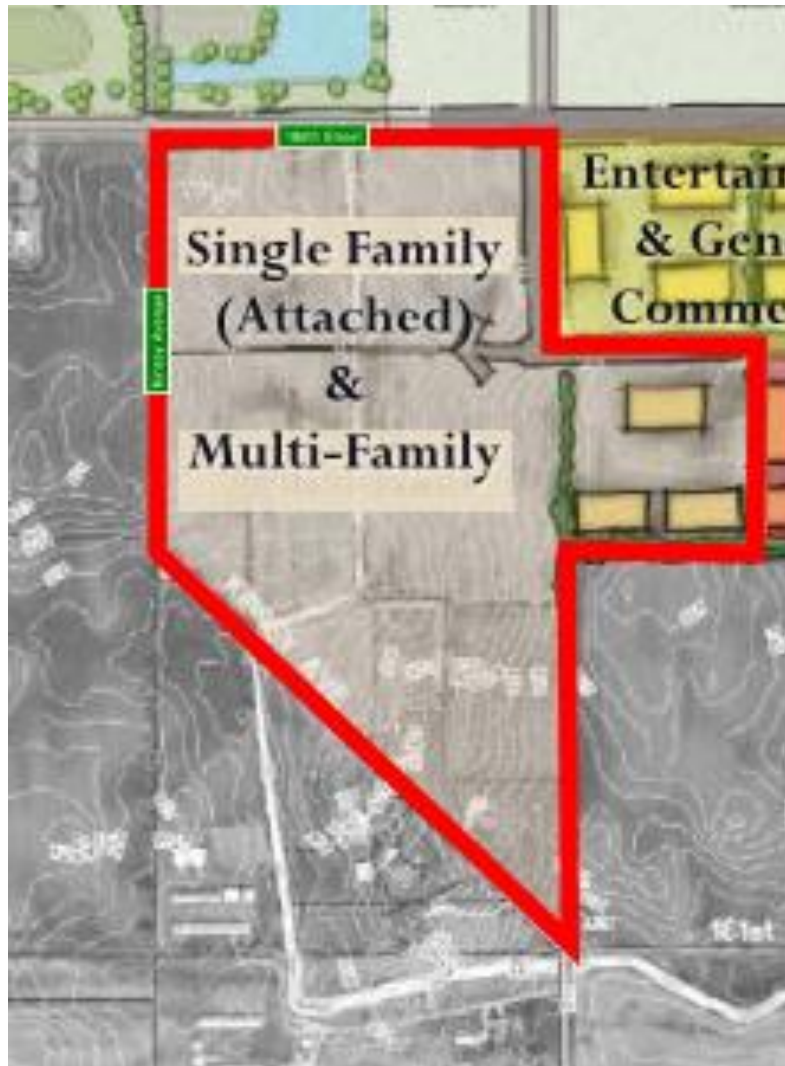


EXHIBIT B
CONCEPT PLAN

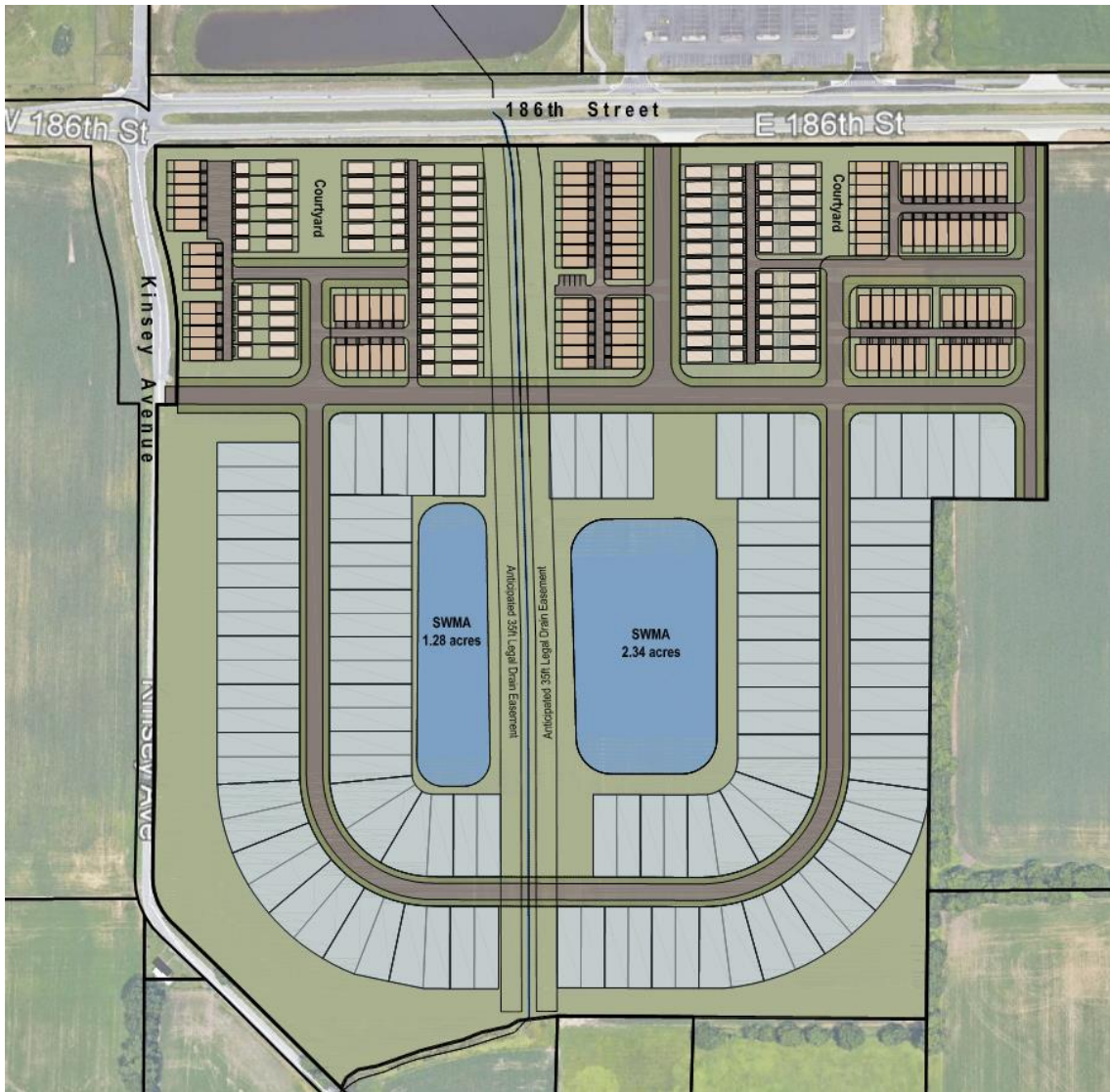
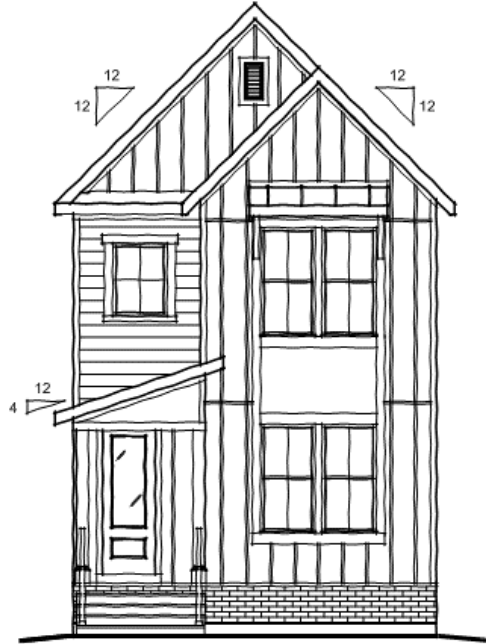


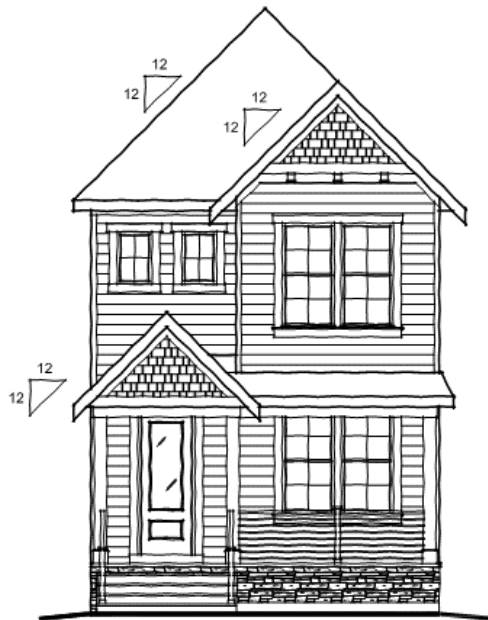
EXHIBIT C
ILLUSTRATIVE CHARACTER EXHIBITS
TOWNHOMES



EXHIBIT D-1
ILLUSTRATIVE CHARACTER EXHIBITS
DETACHED COTTAGE HOMES



Cape Cod Farmhouse



Coastal Classic

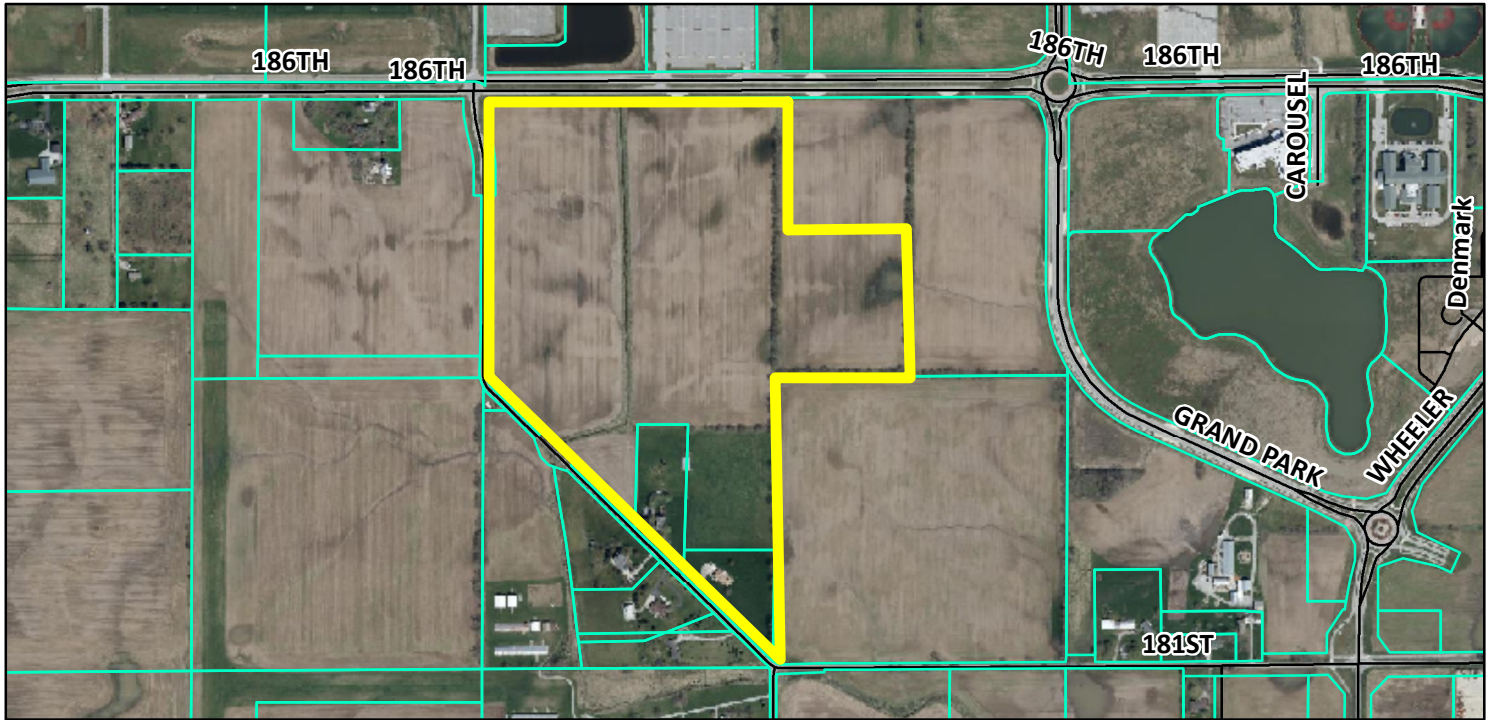
EXHIBIT D-2
ILLUSTRATIVE CHARACTER EXHIBITS
ATTACHED COTTAGE HOMES



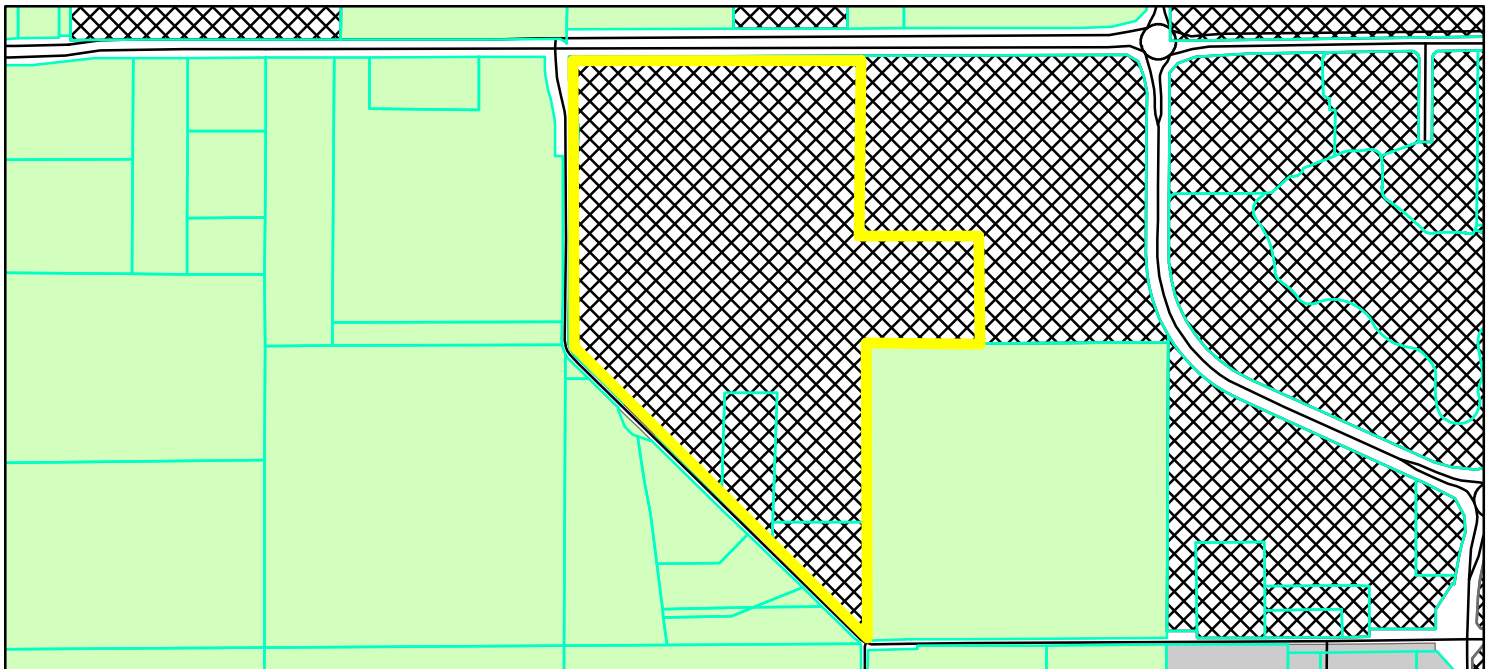
Grand Park Village PUD Amendment IV

Aerial Location Map

 Site



Zoning Map



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

0 0.1 0.2
Miles



NARRATIVE STATEMENT

“Winterburg” is a proposed residential community by Platinum Properties Management Company (“Platinum”). The real estate which is the subject the proposal consists of approximately 154 acres located north of 186th street, east of and adjacent to Casey Road, and south of and adjacent to 193rd Street in Westfield, IN as shown on the attached site aerial exhibit (the “Real Estate”). To the north of the Real Estate is the Atwater community, to the east are the Emory Trace and Lancaster communities, to the south is the William Trace and Waters Edge communities and to the west are single family lots and agricultural uses. The current zoning of the Real Estate is AG-SF1 and Platinum is seeking to rezone the Real Estate to the “Winterburg Planned Unit Development District” to permit the development of a residential community which will have SF3 Single Family and SF4 Single Family as the underlying zoning classifications.

Winterburg boasts over 30% open space within the neighborhood which includes a network of open space and trails structured to allow greater connectivity and walkability north and south connecting developments south of 186th Street with those north of 193rd Street and east of Six Points Road. Active amenities are proposed, in addition to large natural open spaces including trails and pocket parks for passive recreation opportunities. Active amenities will include a community swimming pool and bath house, and a large playground. These amenities, examples of which can be found in the PUD, will be open to the entire development and maintained by the HOA.

Platinum is seeking approval of this residential neighborhood to accommodate construction of homes by Beazer Homes as the proposed builder. Today Beazer Homes builds similar home product in the West Rail Community along 161st Street and Ditch Road. Beazer plans for development and construction of homes in Winterburg as a follow up to their West Rail community with homes standards patterned off the requirements in West Rail.

Winterburg will consist of two (2) residential districts (Area A and Area B). Area A is generally closer to Casey Road with smaller lots and Area B is located in the western and southern areas of the Real Estate as a transition in terms of lot and homes sizes with larger lots along the west perimeter of the site. The neighborhood will include approximately 325 homes as shown on the Concept Plan. Winterburg also requires specific development and written architectural design requirements with character imagery examples depicting the intended home architecture included in the PUD. Both Area A and Area B will include a mix of ranches and two-story homes with high architectural standards and are anticipated to sell for an average of \$390,000 (Area A) and \$460,000 (Area B).

ORDINANCE NUMBER 21-__

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

“Winterburg”

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

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

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

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2021;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The UDO and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "**Winterburg PUD District**" (the "District").
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this

Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

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

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

- 2.1 Area: A discrete geographic area within the District. The District contains two (2) Areas, "Area A" and "Area B", which are conceptually represented on the Concept Plan. The Areas are regulated accordingly by the terms of this Ordinance.
- 2.2 Different Color Package. If an Existing Home’s Dominant Exterior Material is a Masonry Material, then the Subject Home’s Masonry Material shall be a different color to be a Different Color Package. If the Existing Home’s Dominant Exterior Material is not a Masonry Material, then the Subject Home’s Dominant Exterior Material color shall be at least two (2) shades different to be a Different Color Package. Color shades shall be identified according to the “Sherwin Williams Color Prime System” or its successor system consistent with the “Munsell Color Theory.”
- 2.3 Dominant Exterior Material. The Exterior Material that occupies the most surface area (compared to other Exterior Materials) of a Front Building Facade, exclusive of doors, windows and garage doors. The Dominant Exterior Material shall be identified on the elevations filed as part of an application for an improvement location permit.
- 2.4 Exterior Material. The separate architectural siding materials and patterns on a Front Building Facade such as Masonry Materials, horizontal siding, shake siding, vertical siding, and board & batten siding (each of the foregoing are examples of separate Exterior Materials).
- 2.5 Existing Home. A Single-family Dwelling that has been issued an improvement location permit at the time an application for an improvement location permit is filed for a Subject Home.
- 2.6 Subject Home. A Single-family Dwelling that is the subject of an application for an improvement location permit.
- 2.7 Same Elevation: The same architectural style for the Front Building Façade, as referenced in the Character Exhibits that includes: Arts and Crafts, Costal,

Farmhouse, and Traditional.

- 2.8 Underlying Zoning District: The Zoning District of the Unified Development Ordinance that shall govern the development of this District and its various subareas, as set forth in Section 4 of this Ordinance.

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

- 3.1 The Real Estate shall be developed in compliance with Article 10.9(F) Planned Unit Development Districts; PUD District Ordinance Requirements. The details and determination between dry or wet detention/retention areas shall be finalized at the time of Secondary Plat and Construction Plan review.
- 3.2 The Real Estate shall be developed in substantial compliance with the Concept Plan.
- 3.3 Area A and Area B are conceptually represented on page 2 of the Concept Plan and regulated further by the terms of this Ordinance.

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District shall be as set forth below.

- 4.1 Area A: SF4: Single Family High Density District.
- 4.2 Area B: SF3: Single Family Medium Density District.

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

- 5.1 All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted.
- 5.2 Maximum Dwellings. The total number of Dwellings permitted in the District shall not exceed three hundred and twenty-five (325); however, a maximum of one hundred and seventy (170) Lots may be developed pursuant to Area A standards.

- 5.3 **General Regulations.** The standards of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below. The standards for Area A and Area B shall be applied to the areas as depicted on the Concept Plan.

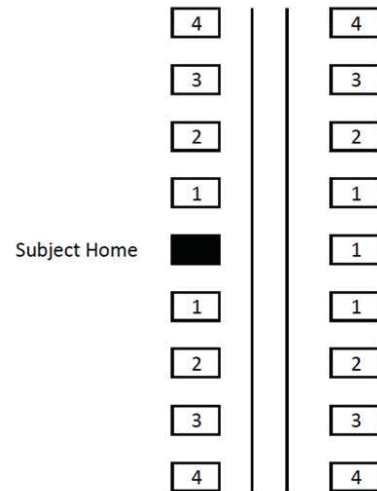
Standard	Area A	Area B
Minimum Lot Area	9,100 SF	10,500 SF
Minimum Building Setback Lines		
Front Yard	20'	20'
Side Yard	6'	7'
Rear Yard	20'	20'
Minimum Lot Width	60'	70'*
Maximum Building Height	2 ½ stories	
Minimum Living Area (Total)		
One Story Dwellings	1,800 SF	2,000 SF
Two Story Dwellings	2,000 SF	2,200 SF

*A minimum of twenty (20) Lots in Area B shall be a minimum of 80' in width.

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

- 7.1 Article 6.3 Architectural Standards: Shall apply, except as modified below:

- A. Streetscape Diversity: Article 6.3(C)(2) shall not apply; rather, the following shall apply. The Character Exhibit, attached hereto as **Exhibit C**, is hereby incorporated as a compilation of images designed to capture the intended architectural styles of structures to be constructed in the District. It is not the intent to limit the architectural styles shown in the Character Exhibit, but to encourage a diversity in architectural styles of Dwellings within the District. As such, the following shall apply:



- 1** Homes shall not be of the Same Elevation of the same plan as the Subject Home and shall be a Different Color Package.
- 2** Homes shall not be of the Same Elevation of the same plan as the Subject Home and shall be a Different Color Package, but may have the same Masonry Material.
- 3** Homes may be of the same plan and may be the Same Elevation as the Subject Home, but shall be a Different Color Package.

4 Homes may be identical to the Subject Home.

B. Additional Architectural Standards: The following shall apply to all Dwellings:

- i. Minimum Overhang: The roof overhang or eaves shall be a minimum of six (6) inches, as measured prior to the installation of Masonry Materials.
- ii. Garage Composition and Orientation: All Dwellings shall have a minimum two (2) car attached garage.
- iii. Building Materials: In addition to Article 6.3(C)(3) Building Materials, vinyl and aluminum siding shall be prohibited.
- iv. Front Building Façade Requirements: Each Dwelling shall utilize a minimum of three (3) of the following architectural elements on the Front Building Façade. All of the below architectural elements shall count as one (1) unless otherwise indicated:
 - a) Side load or angled garage.
 - b) Covered front porch (with a minimum of twenty-one square feet).
 - c) Roofline direction change or roofline height change greater than sixteen (16) inches.
 - d) Wood, Fiber Cement Siding, or equivalent trim at corners, frieze boards, window and door wraps, and as transitional material between two different exterior materials.
 - e) Decorative shutters or other enhanced architectural window treatment on all windows (e.g., minimum three and one-half inch (3-1/2") wide trim), where feasible (a minimum of three (3) windows with shutters are required to meet this provision).
 - f) A minimum of a four-foot (4') deep offset at one (1) or more points along the front elevation or a two-foot (2') deep offset at two (2) or more points along the front elevation.
 - g) A minimum roof pitch of 6/12 for the primary roof and 8/12 for secondary roof. The primary roof shall be the portion of the structure's roof structure that most contributes to the mass of the building due to its predominance in height, width, length, bulk, or volume of area covered.
 - h) Masonry Materials on a minimum of twenty-five percent (25%) of the first floor Front Building Façade, exclusive of windows and doors.
 - i) Separate overhead garage door per garage bay.

- j) Roof design featuring one of the following: a hip roof; dormers (a minimum of two (2) dormers); a reverse gable; a shed roof accent; or, two (2) or more roof planes.
 - k) Architecturally-treated entranceways (for homes without a front porch) as illustrated on Page 3 and 9 of 16 of Exhibit C.
 - l) Bay window (a minimum of six (6) feet wide).
 - m) Transom window, palladium window or at least one front door sidelight.
 - n) Garage doors containing decorative windows.
 - o) Architecturally-enhanced trim a minimum of three and one-half inches (3-1/2") wide. Alternative decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, pediments) may be considered by the Director if the trim otherwise results in a comparable visual contrast that enhances the architectural interest of the Front Building Façade.
 - p) Exterior (projects from the Building Façade) fireplace chase that extends above the roof line.
- v. Side Building Façade Requirements: Each Dwelling shall utilize a minimum of two (2) of the following architectural elements on each Side Building Façade.
- a) Side load or angled garage.
 - b) Hip roof.
 - c) Roofline direction change or roofline height change greater than sixteen (16) inches or two (2) or more roof planes.
 - d) A minimum of two (2) two-foot (2') deep offsets which is a minimum height equivalent to one-story, excluding relief for doors, windows, and garages.
 - e) Masonry Materials on a minimum of eighteen (18) inches in height the entire length of the Side Building Façade, or a minimum four (4) foot deep return from the corner of the Front Building Façade that is a minimum height of the first floor.
 - f) A minimum of two (2) or more windows with an aggregate minimum of twenty-one (21) square feet in size, on the Side Building Façade.
 - g) Bay window (a minimum of six (6) feet wide).
 - h) Architecturally-enhanced trim a minimum of three and one-half inches (3-1/2") wide. Alternative decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, pediments) may be considered by the Director if the trim otherwise results in a comparable visual contrast that enhances the architectural interest of the Front Building Façade.
 - i) Exterior (projects from the Building Façade) fireplace chase that extends above the roof line.

- j) Architectural treatment (e.g., brackets, louvers, change in material pattern, etc.) on gable ends.
- k) Covered porch, sunroom or screened porch (a minimum of one hundred and twenty (120) square feet in size).

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

- A. General Design Standards: Landscaping shall be as generally depicted on **Exhibit B**. If a provision of Article 6.8 Landscaping Standards is in conflict with **Exhibit B**, then this Ordinance shall control. Relocation of plant materials shall be permitted as part of the Development Plan approval.
- B. Street Trees: Article 6.8(J) Street Trees shall apply, however, a minimum spacing requirement of twenty feet (20') shall apply.
- C. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified and enhanced below;
 - i. Lots in Area A shall be subject to the Single-family Residential (per Lot under 8,000 sq. ft.) Plant Materials provisions.
 - ii. Lots in Area B shall be subject to the Single-family Residential (per Lot over 8,000 sq. ft.) Plant Materials provisions.
 - iii. At a minimum the Lot's Established Front Yard shall be sodded and the remainder of the Lot shall be seeded.

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

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

9.1 Article 8.6 Open Space and Amenity Standards: Shall apply except as otherwise modified or enhanced below.

- A. Minimum Open Space: Open Space shall be enhanced to require a minimum of thirty percent (30%) of the Real Estate which includes all common areas as generally shown on the Concept Plan.
- B. Amenities: The following amenities shall be provided:

- i. Passive Amenities: Pocket parks throughout the District shall be provided for passive recreation opportunities, as generally depicted on the Concept Plan.
- ii. Active Amenities: An amenity center shall be provided in the District in the location as generally depicted on the Concept Plan. The amenity center shall include, at a minimum: a pool; bath house; and playground. These amenities are generally illustrated on the Amenity Area Concept Plan, attached hereto as **Exhibit D**.
- iii. Trails: Trails shall be provided including an eight-foot (8') wide multi-use path as generally depicted on the Concept Plan. The final locations are subject to existing easements and final engineering. If trails are prevented from being installed as generally shown, then alternative trail locations may be approved by the Director that still provide access and connectivity to the District's Open Space.

Section 10. **Duration.** Failure to obtain Secondary Plat / Construction Plan approval for the District by January 1, 2027 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification of the Real Estate to revert to the Springmill Trails PUD District (Ordinance 11-19).

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2021.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 21-__** was delivered to the Mayor of Westfield
on the ____ day of _____, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-____
this ____ day of _____, 2021.

I hereby VETO Ordinance 21-____
this ____ day of _____, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

Collett Farms PUD 2 022521.docx

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan Concept Plan – Area Map
Exhibit C	Character Exhibits
Exhibit D	Amenity Plan

EXHIBIT A
REAL ESTATE
(Page 1 of 2)

Tract I

A part of the Southeast Quarter of Section 33, Township 18 North, Range 3 East, described as follows: Begin at the Northwest corner of said Quarter Section, running thence East 1732.3 feet; thence South 682.43 feet; thence West 574.4 feet; thence North 188.57 feet; thence West 1155 feet; thence North 493.86 feet to the place of beginning, containing 22.12 acres, more or less, in Clay Township, Hamilton County, Indiana.

ALSO, a strip 398.06 feet in width off of the entire East side of the following described portion of the Southeast Quarter of Section 33, Township 18 North, Range 3 East, described as follows: Beginning at a point 871 feet South of the Northwest corner of said Quarter Section; run thence East 1155 feet; thence North 188.57 feet; thence East 574.4 feet; thence South 847.97 feet; thence West 398.06 feet; thence North 215.7 feet; thence West 1328 feet; thence North 446.65 feet to the place of beginning, the portion of said real estate being hereby conveyed contained 8.62 acres, more or less, in Clay Township, Hamilton County, Indiana;

(No. 17-09-33-00-00-013.000)

Tract II

Part of the East Half of the Southeast Quarter of Section 28, Township 19 North, Range 3 East in Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Southeast corner of said Half-Quarter Section; thence South 90°00'00" West (assumed bearing) along the South line of said Half-Quarter Section 1063.45 feet to a point being North 90°00'00" East 260.74 feet from the Southwest corner thereof; thence North 4°44'17" East 860.92 feet; thence North 89°42'32" West 320.39 feet to the West line of said Half-Quarter Section; thence North 0°45'49" East along said West line 1797.23 feet to the Northwest corner of said Half-Quarter Section; thence South

89°49'22" East along the North line of said Half-Quarter Section 1327.48 feet to the Northeast corner thereof; thence South 0°50'08" West along the East line of said Half-Quarter Section 2653.16 feet to the point of beginning. (No. 08-05-28-00-00-013.000)

Tract III

Thirty-six (36) acres off of the West end of the Southeast Quarter of the Northeast Quarter of Section 28, Township 19 North, Range 3 East.

Also, a strip of even width off of the East end of the Southeast Quarter of the Northeast Quarter of Section Twenty-Eight (28), Township (19) North, of Range Three (3) East, of the 2nd Principal Meridian, containing four (4) acres.

Also, the Southwest Quarter of the Northwest Quarter of Section Twenty-Seven (27), Township Nineteen (19) North, Range Three (3) East, of the 2nd Principal Meridian, containing forty (40) acres.

EXHIBIT A
REAL ESTATE
(Page 2 of 2)

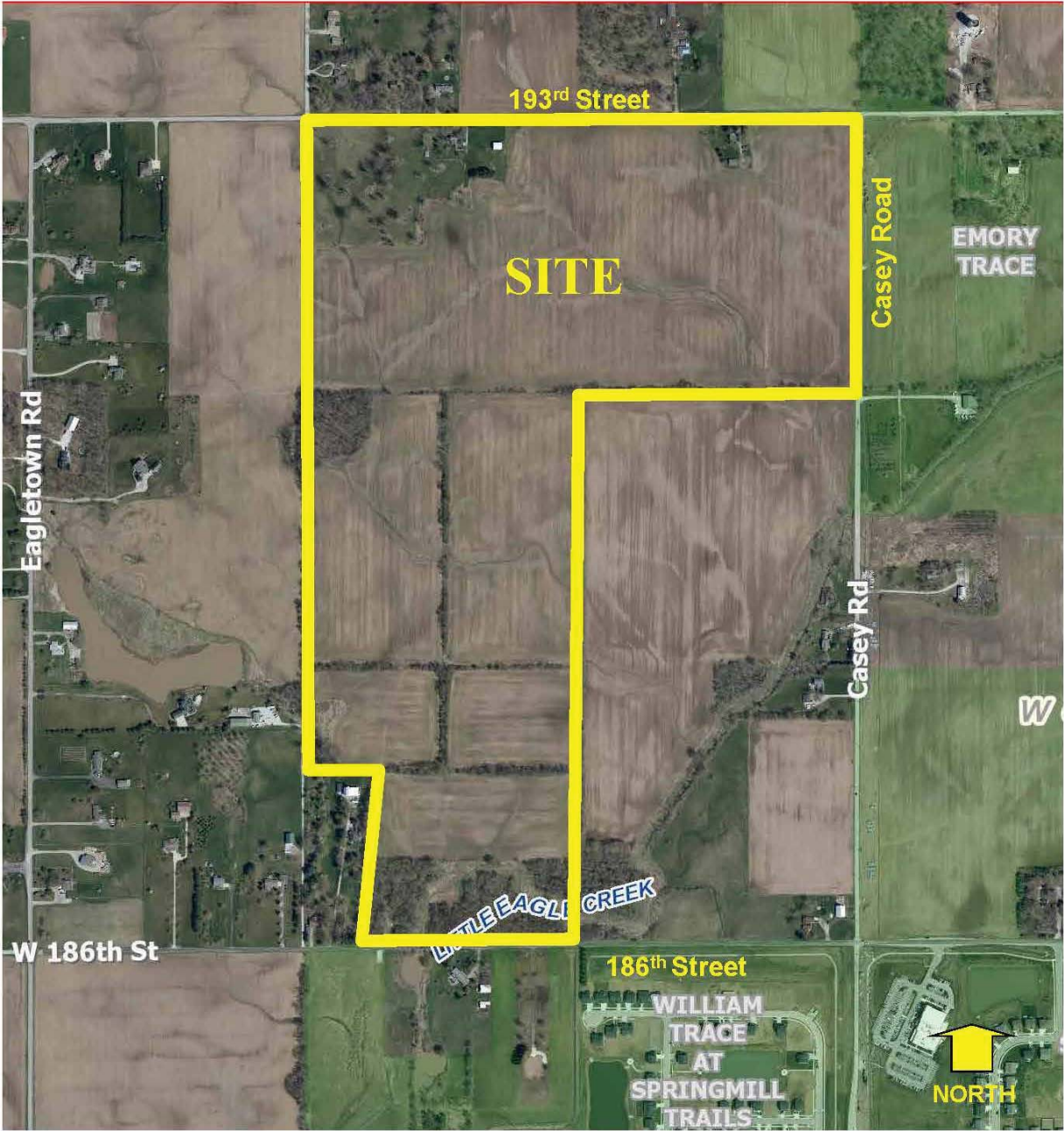


EXHIBIT B
CONCEPT PLAN
(Page 1 of 2)



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

EXHIBIT B
CONCEPT PLAN – AREA MAP
(Page 2 of 2)

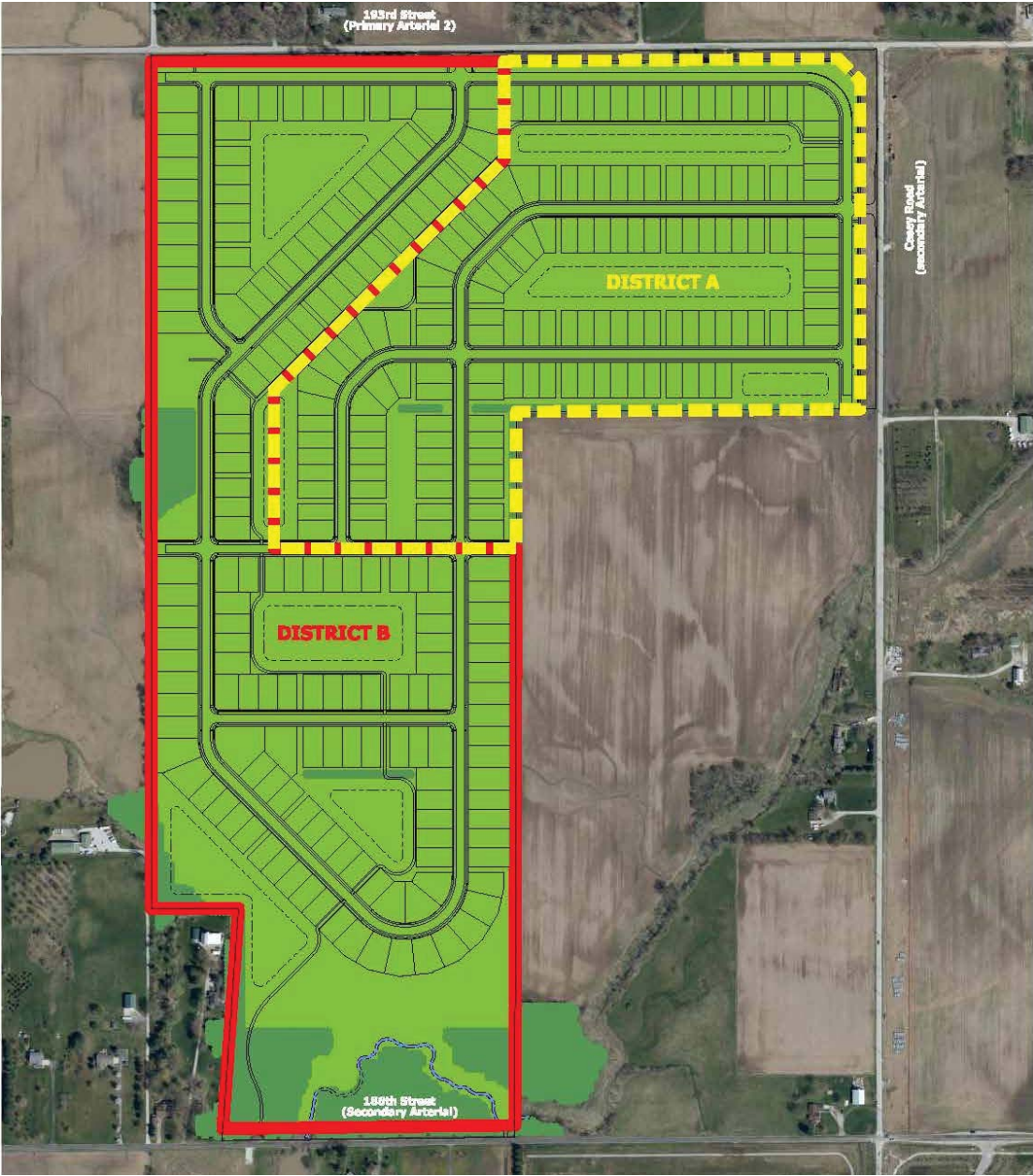


EXHIBIT C
CHARACTER EXHIBITS
(Page 1 of 4)



EXHIBIT C
CHARACTER EXHIBITS
(Page 2 of 4)



EXHIBIT C
CHARACTER EXHIBITS
(Page 3 of 4)



EXHIBIT C
CHARACTER EXHIBITS
(Page 4 of 4)

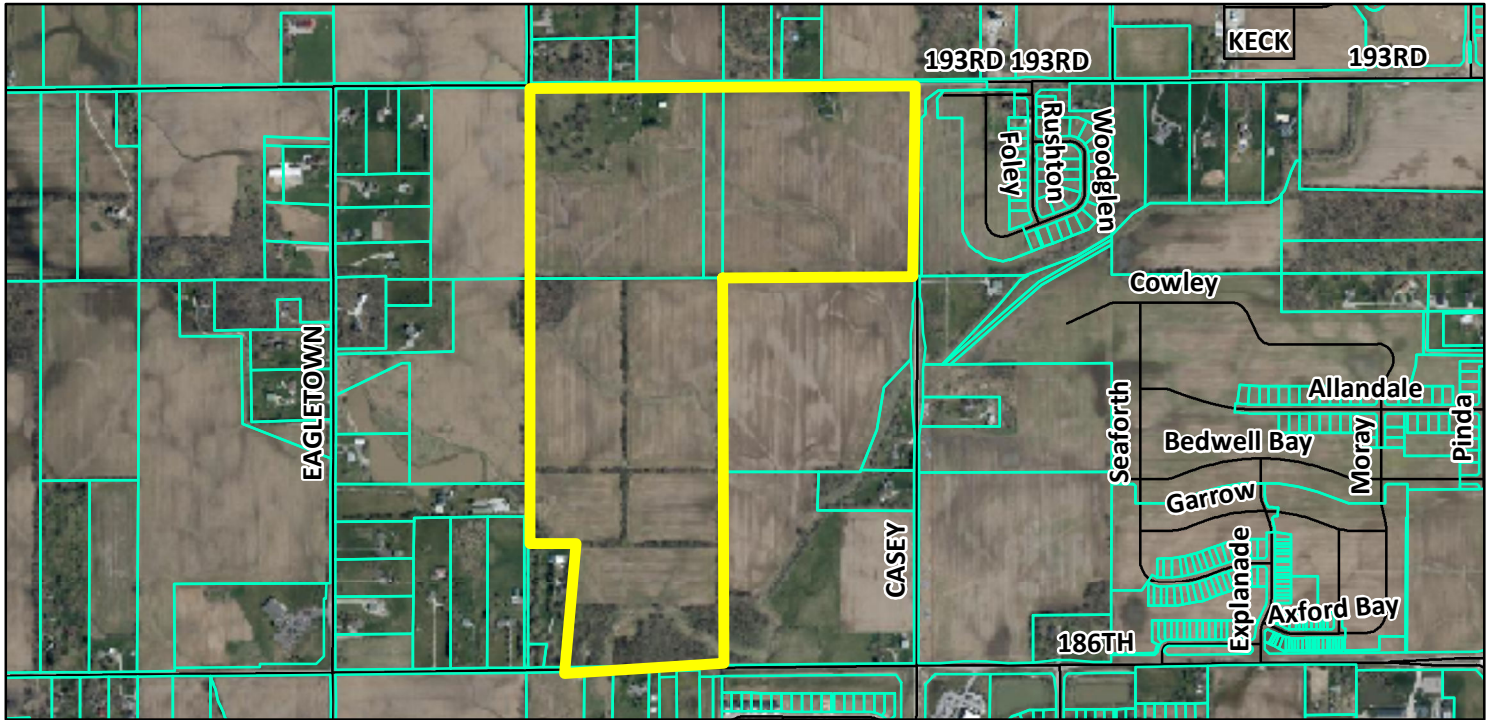


EXHIBIT D
AMENITY PLAN
(Page 1 of 1)

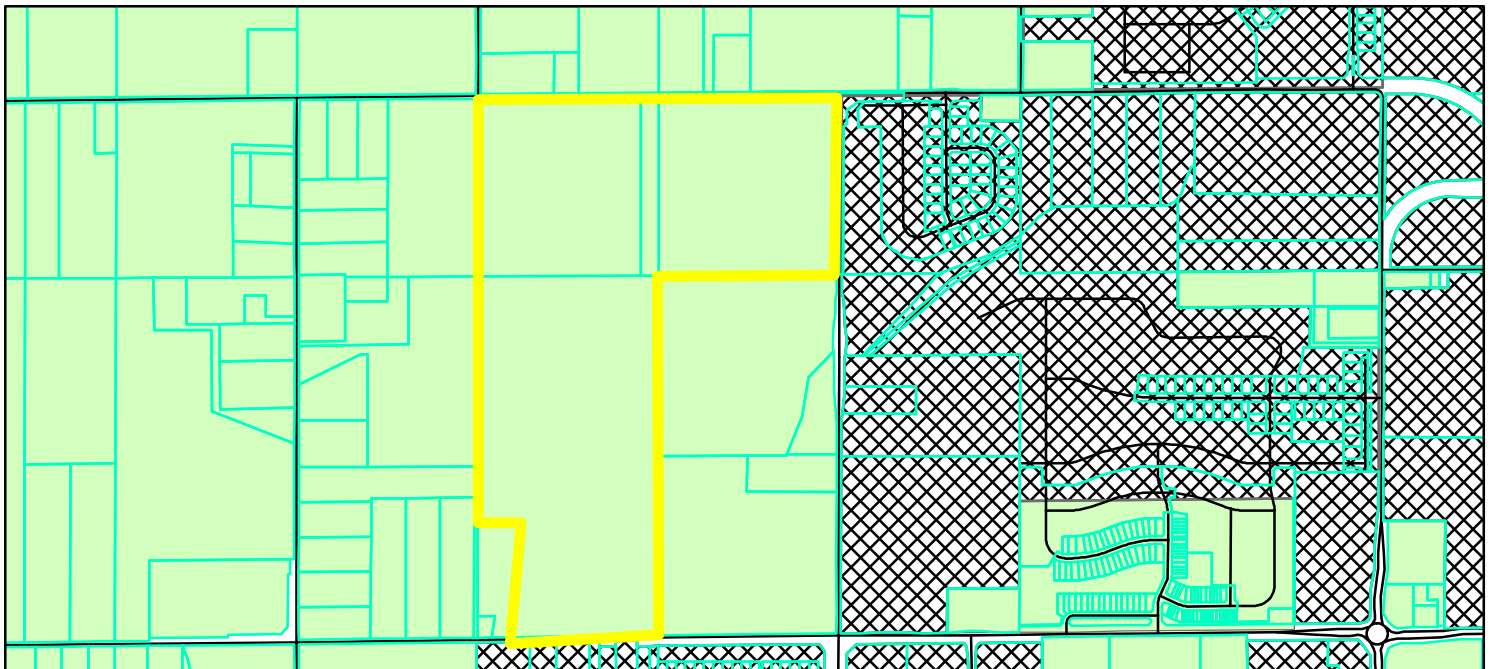


Aerial Location Map

 Site



Zoning Map

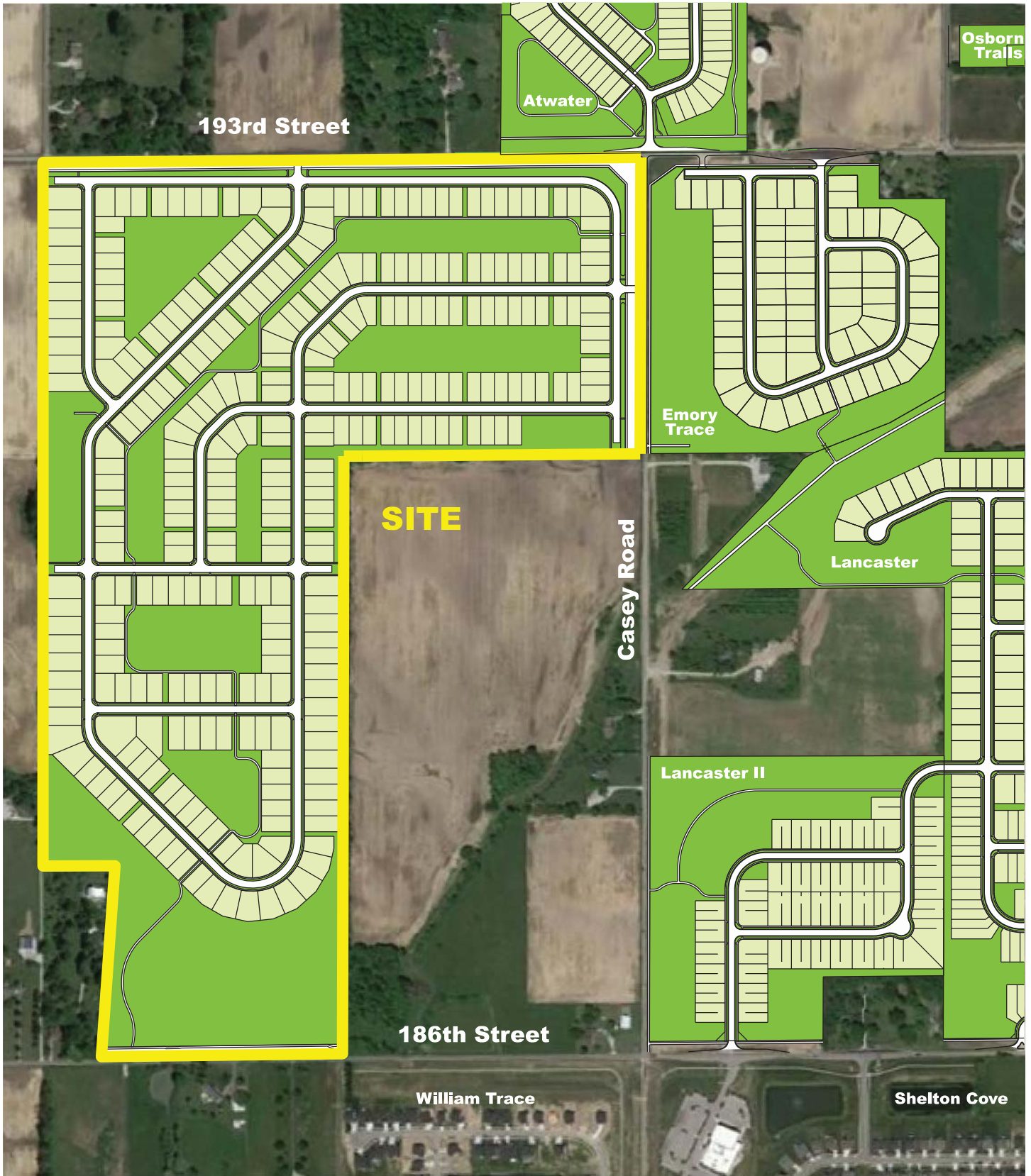


 Parcel
 GIS.DBO.PW_Streets
Zoning - All

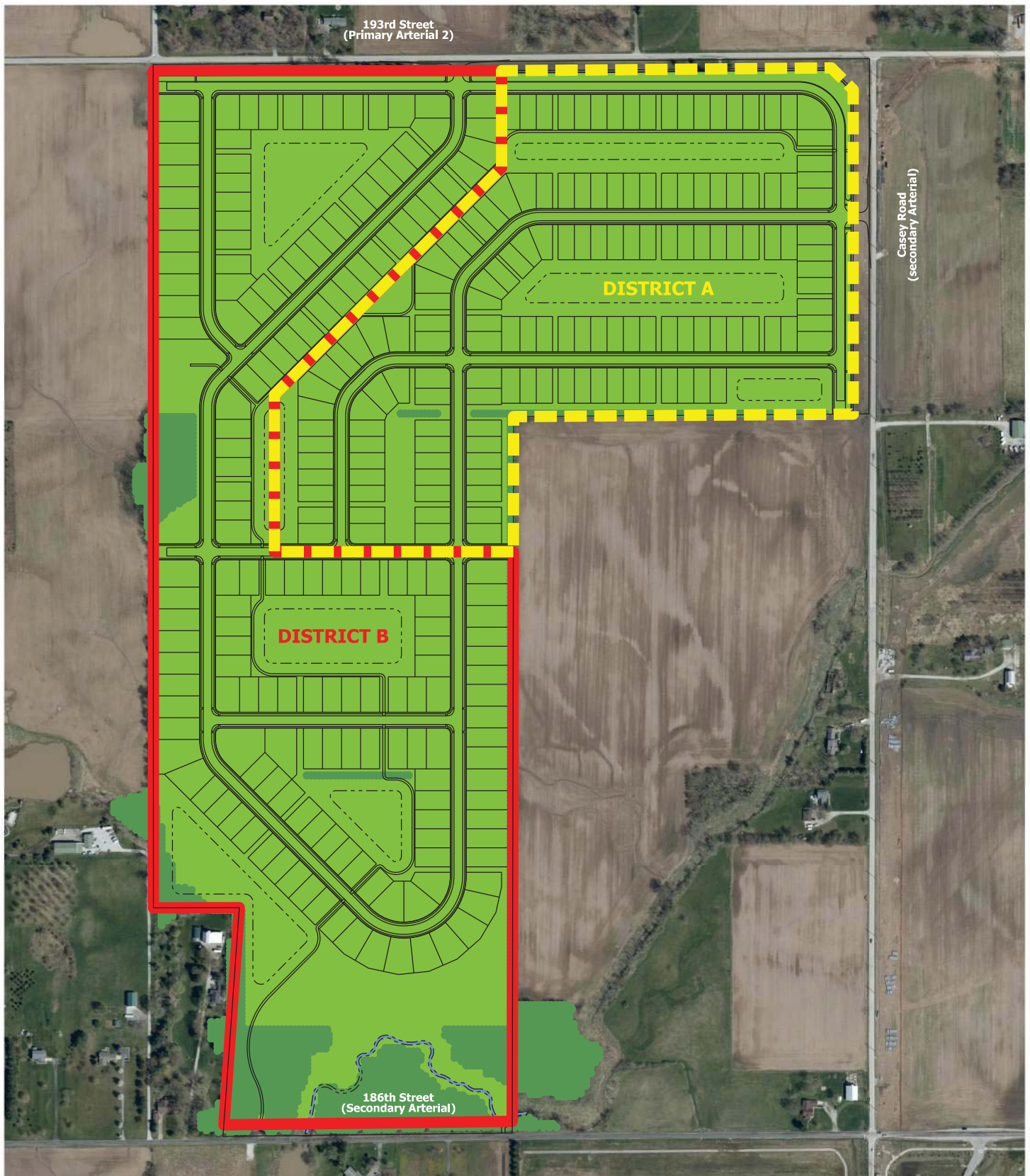
Zoning
 AG-SF1 (Agriculture - Single Family - 1)
 PUD (Planned Unit Development)

0 0.175 0.35
Miles

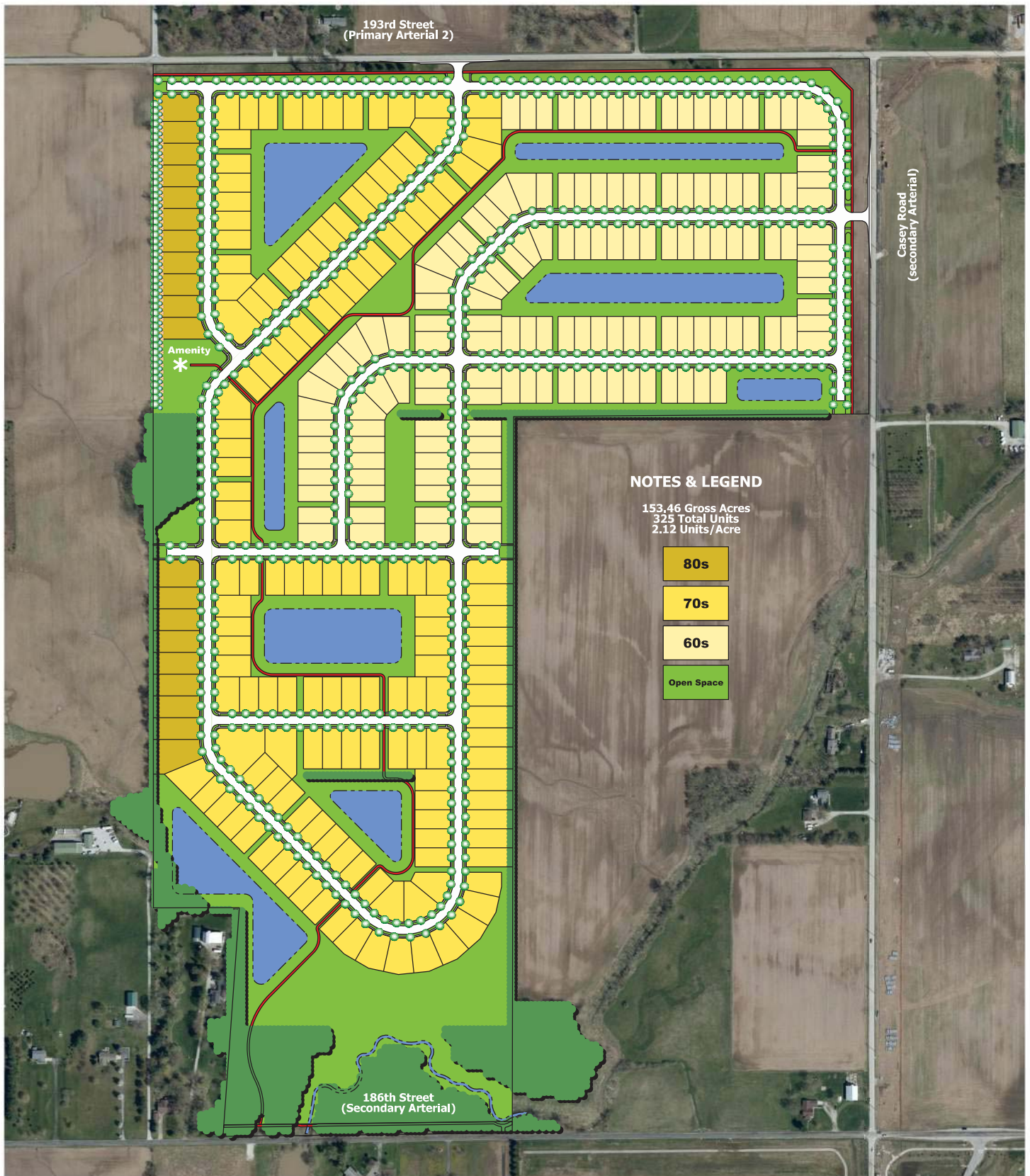




WINTERBURG Context



WINTERBURG Zoning Districts



WINTERBURG Concept Plan

EXHIBIT C
CHARACTER EXHIBITS
(Page 1 of 4)



EXHIBIT C
CHARACTER EXHIBITS
(Page 2 of 4)



EXHIBIT C
CHARACTER EXHIBITS
(Page 3 of 4)



EXHIBIT C
CHARACTER EXHIBITS
(Page 4 of 4)



EXHIBIT D
AMENITY PLAN
(Page 1 of 1)



ORDINANCE NUMBER 21-__

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

“Osborne Trails – Phase II”

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

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

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance No. 16-44 (the "Osborne Trails PUD Ordinance"), on February 27, 2016;

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

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2021; and

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

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

Section 1. Applicability of Ordinance.

1.1 The Unified Development Ordinance and Zoning Map are hereby changed to

designate the Real Estate as a Planned Unit Development District to be known as the "**Osborne Trails – Phase II PUD District**" (the "District").

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

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

- 2.1 The Real Estate shall be developed in substantial compliance with the Concept Plan.

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

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

- 4.1 All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted.
- 4.2 Special Exceptions and Prohibited Uses of the Underlying Zoning District shall be prohibited.
- 4.3 The total number of Dwellings permitted shall not exceed one-hundred and ninety-two (192) Single-family Dwellings.
- 4.4 The Developer shall comply with all requirements of 24 CFR part 100, subpart E and The Housing for Older Persons Act of 1995 (Pub.L. 104-76, 109 Stat. 787, approved December 28, 1995) ("HOPA"), as they may be amended, to qualify the Dwellings as "housing intended and operated for occupancy by persons 55 years of age or older", as such phrase is defined in Section 2 of HOPA, in order to exempt Developer and future owners of the Dwellings from The Fair Housing Act's (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619) (the "Act") prohibition against discrimination because of familial status.

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

Section 5. General Regulations. The standards of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below.

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

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

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

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

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

architecture shown in the Character Exhibit, but to encourage a diversity in architecture of Dwellings.

- B. Building Materials: Vinyl siding shall be prohibited as an exterior siding material.
- C. Exterior Trim Materials: Wood, fiber cement or equivalent trim shall be used for corners, frieze boards, window wraps, door wraps, and as a transitional material between two different exterior materials, provided, however, trim shall not be required for windows, doors, corners, and the like that are surrounded by Masonry Materials; and provided further, that if windows have shutters, then such windows shall not require a trim wrap. Required trim shall be a minimum of five and one-half inches (5-1/2”) wide.
- D. Windows: All homes shall have a minimum of one (1) window on all four (4) sides of the home, except the garage side of a ranch style home may have no windows provided the other three (3) elevations have a minimum of nine (9) windows total. For the purposes of this calculation, a twin window shall be counted as two (2) windows.
- E. Minimum Overhangs: All homes shall have a minimum of 8” roof overhangs.
- F. Roof Pitches: The minimum roof pitch for the main roof of a home shall be 6/12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles.
- G. Shingles: All homes shall have dimensional or architectural grade shingles.
- H. Garages: All homes must have at least a 2-car attached garage and meet the following requirements:
 - i. For front loading garages, the garage door total width may not exceed fifty percent (50%) of the linear footage of the front elevation of the home.
 - ii. Two (2) dusk-to-dawn coach lights shall be provided on all garages.
 - iii. If a home has a third car garage, the third car bay shall be offset by a minimum of two (2) feet.
 - iv. Garage elevations shall include a variety of design elements to vary the appearance of the garage façade. Design elements include the garage door, garage door windows and/or hardware, garage door header, roof gable brackets, multiple building materials, gable accent windows and gable decorative louver. All homes shall have decorative garage doors with windows and be painted a color to match the dominant exterior material or a color to accent the dominant exterior material.

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

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

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

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

- i. A minimum of ten (10) shrubs will be provided at the foundation of the home in the front yard.
- ii. Front yards must be planted with sod and side and rear yards may be either seeded or sodded. For corner lots, sod must be planted in both “front” yards.

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

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

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

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

of the natural topography and environment and in consideration to the unique design intent of the District.

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

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

A. **Minimum Open Space:** Open Space area shall be as generally shown on the Concept Plan.

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

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

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

Section 9. **Duration.** Failure to obtain Secondary Plat / Construction Plan approval for the District by January 1, 2027 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification of the Real Estate to revert to AG-SF1 District.

Section 10. **Annexation:** The Real Estate, or parts thereof that may be the subject of a secondary plat approval shall be annexed into the corporate limits of the City of Westfield prior to the approval and recording of a secondary plat for the Real Estate.

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2021.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

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Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 21-__** was delivered to the Mayor of Westfield
on the _____ day of _____, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 21-____
this _____ day of _____, 2021.

I hereby VETO Ordinance 21-____
this _____ day of _____, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

Osborne Trails - Phase II PUD District 3 040221.docx

SCHEDULE OF EXHIBITS

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

EXHIBIT A
REAL ESTATE

(Page 1 of 2 – Legal Description)

The East Half of the Southeast Quarter of the Southeast Quarter of Section 22, and the Southwest Quarter of the Southwest Quarter of Section 23, all in Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, based upon a survey prepared by Michael G. Judt, Professional Surveyor Number 21500017, HWC Engineering Job Number 2020-277-S, dated March 10, 2021, more particularly described as follows:

BEGINNING at the southeast corner of said Southwest Quarter of said Southwest Quarter of said Section 23, marked by a mag nail with washer stamped "CRIPE 0055"; thence North 00 degrees 06 minutes 21 seconds East (assumed bearing per Osborne Trails, Section 1, per plat recorded in Plat Cabinet 5, Slide 1052 as Instrument Number 2019051344 in the Office of the Recorder of Hamilton County, Indiana) along the east line of said Southwest Quarter of said Southwest Quarter a distance of 1321.70 feet to the northeast corner of said Quarter-Quarter Section; thence South 89 degrees 43 minutes 45 seconds West along the north line of said Quarter-Quarter Section a distance of 1326.42 feet to the northwest corner thereof, marked by a 5/8-inch rebar with cap stamped "MILLER S0083"; thence South 89 degrees 44 minutes 37 seconds West along the north line of said East Half of said Southeast Quarter of said Southeast Quarter of said Section 22 a distance of 661.87 feet to a corner of Osborne Trails, Section 3, per plat recorded in Plat Cabinet 6, Slide 45 as Instrument Number 2021004908 in said Recorder's Office, said corner marked by a 5/8-inch rebar with cap stamped "S&A FIRM 0008"; thence South 00 degrees 02 minutes 47 seconds West along an east line of said Osborne Trails, Section 3 and an east line of said Osborne Trails, Section 1 a distance of 1322.09 feet to the southeast corner of Common Area #6 in said Osborne Trails, Section 1, marked by a 5/8-inch rebar with cap stamped "S&A FIRM 0008"; thence North 89 degrees 43 minutes 26 seconds East along a north line of said Osborne Trails, Section 1 a distance of 661.94 feet to the southwest corner of said Southwest Quarter of said Section 23, marked by a stone; thence North 89 degrees 43 minutes 18 seconds East along the south line of said Southwest Quarter of said Southwest Quarter of said Section 23 a distance of 1324.98 feet to the POINT OF BEGINNING, containing 60.314 acres, more or less.

EXHIBIT A
REAL ESTATE

(Page 2 of 2 - Location Map)

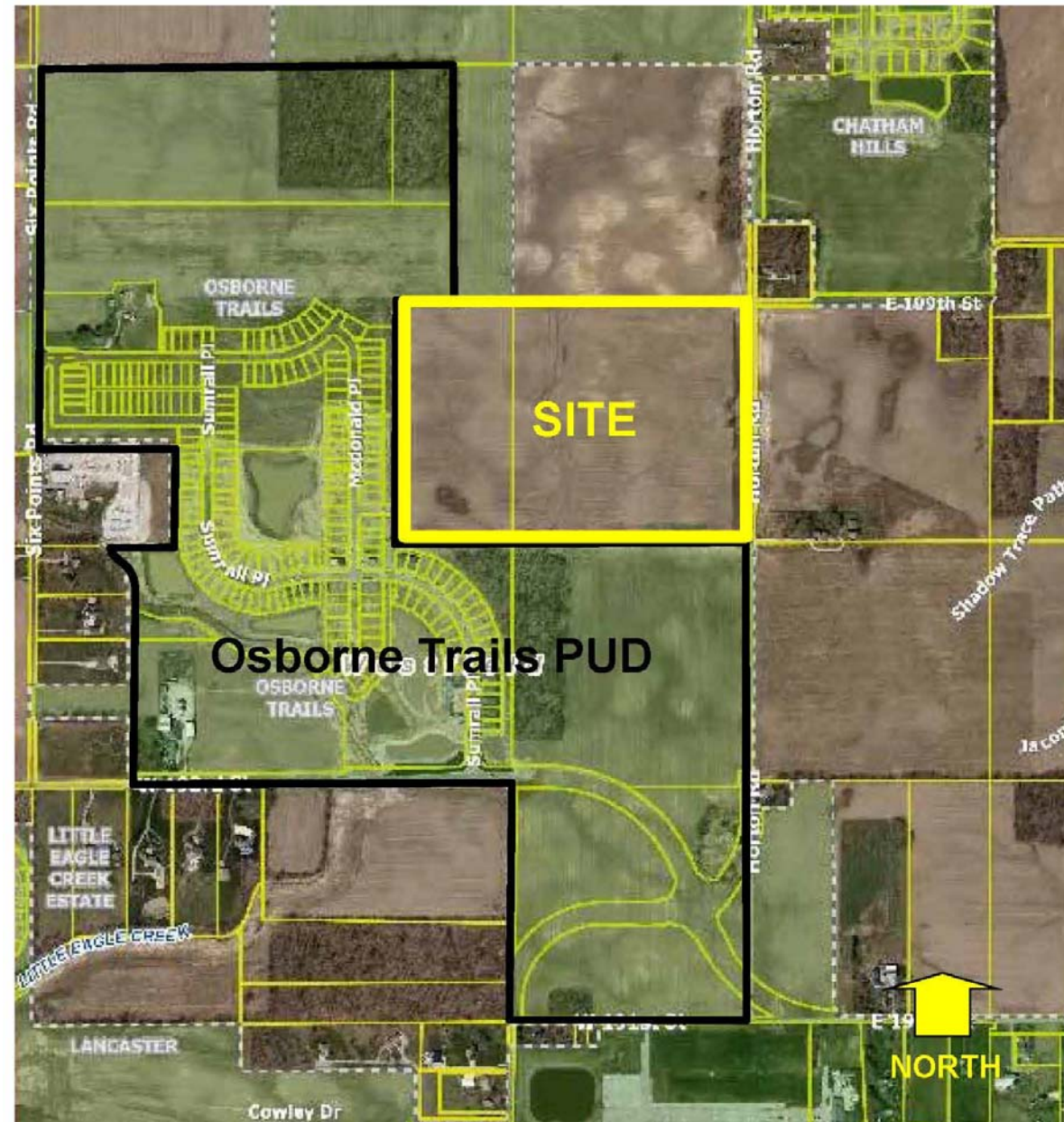
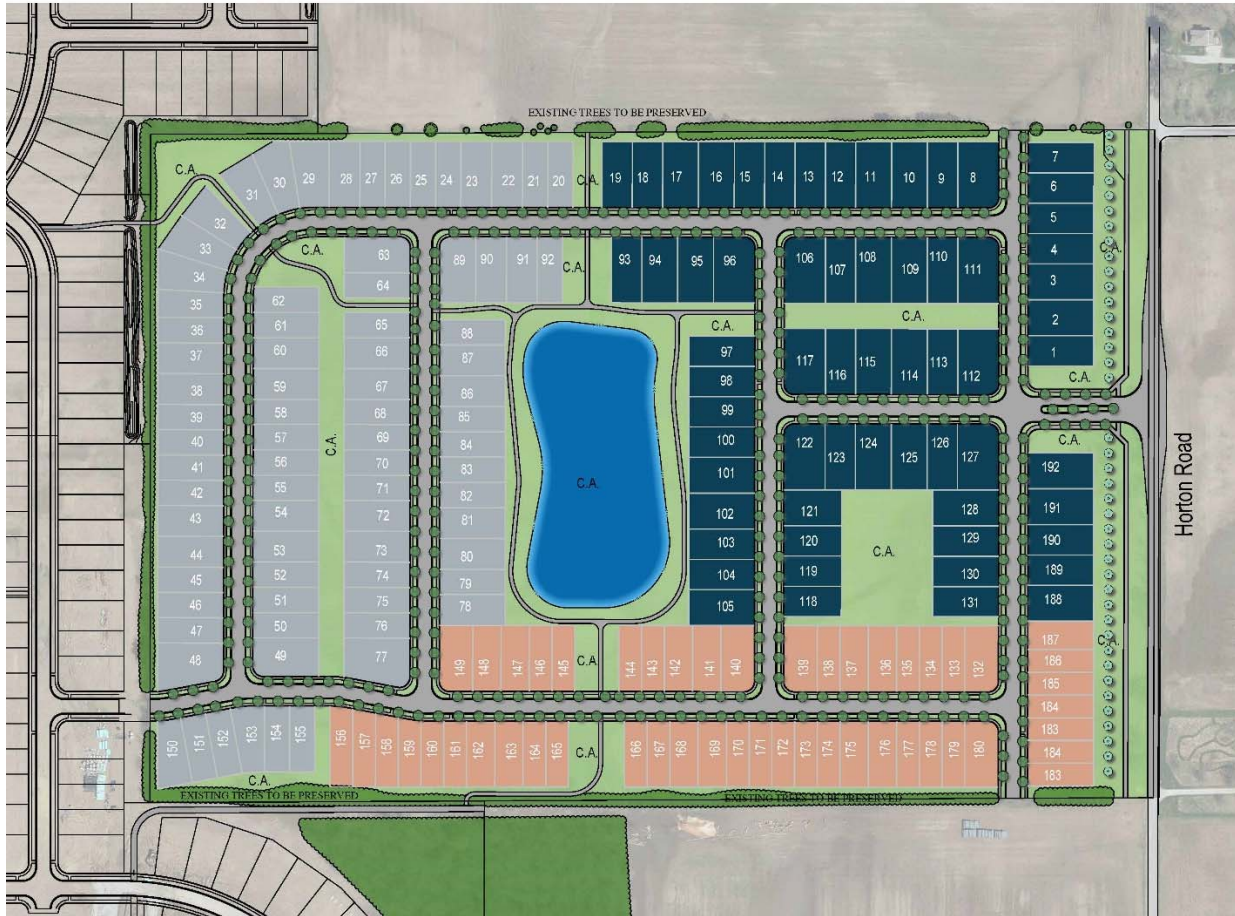


EXHIBIT B

Concept Plan



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

EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT



EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT



EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT



EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT



EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT



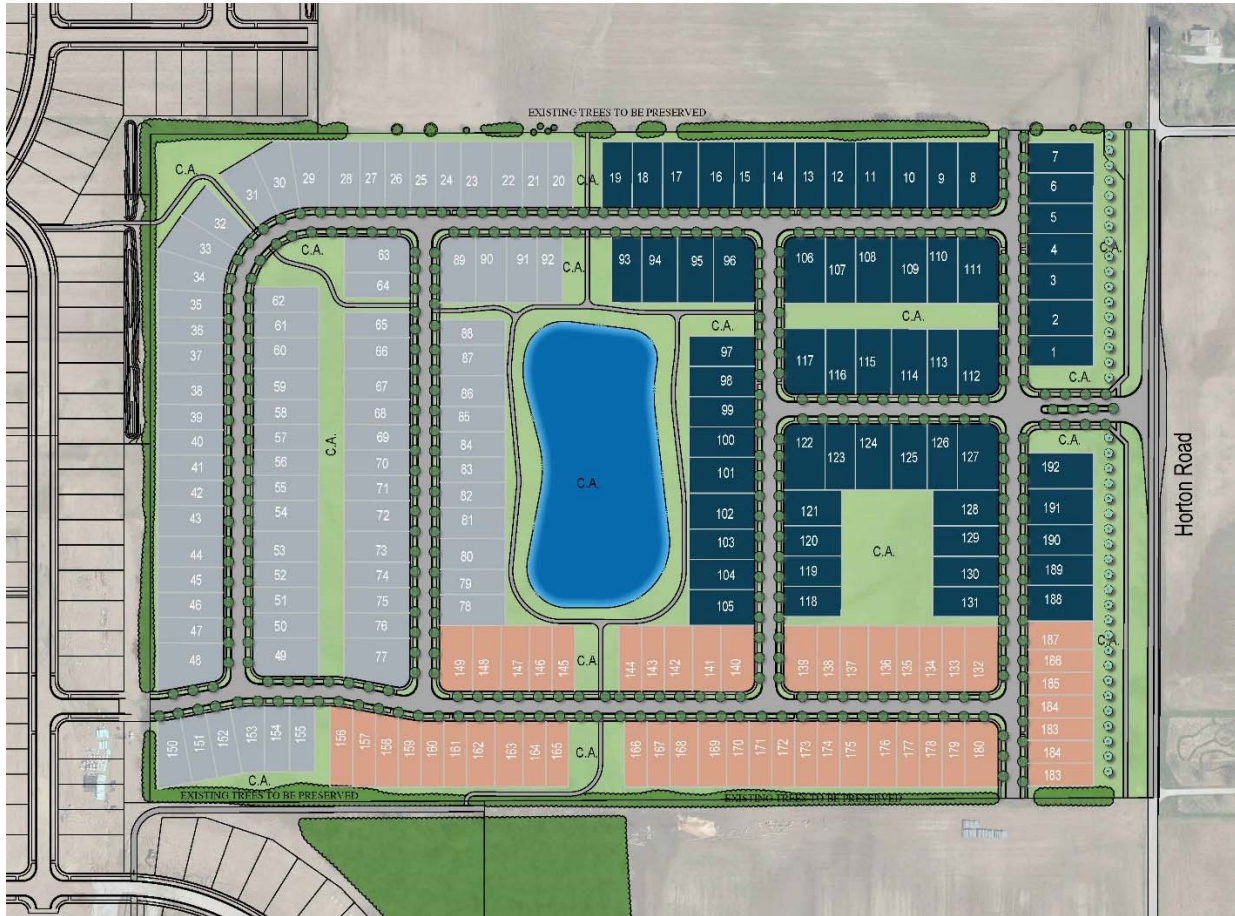
EXHIBIT C

SINGLE FAMILY DWELLING CHARACTER EXHIBIT



EXHIBIT B

Concept Plan



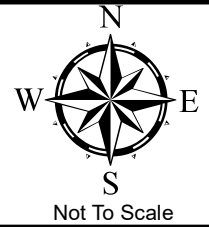
Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number _____.

Northwest Westfield

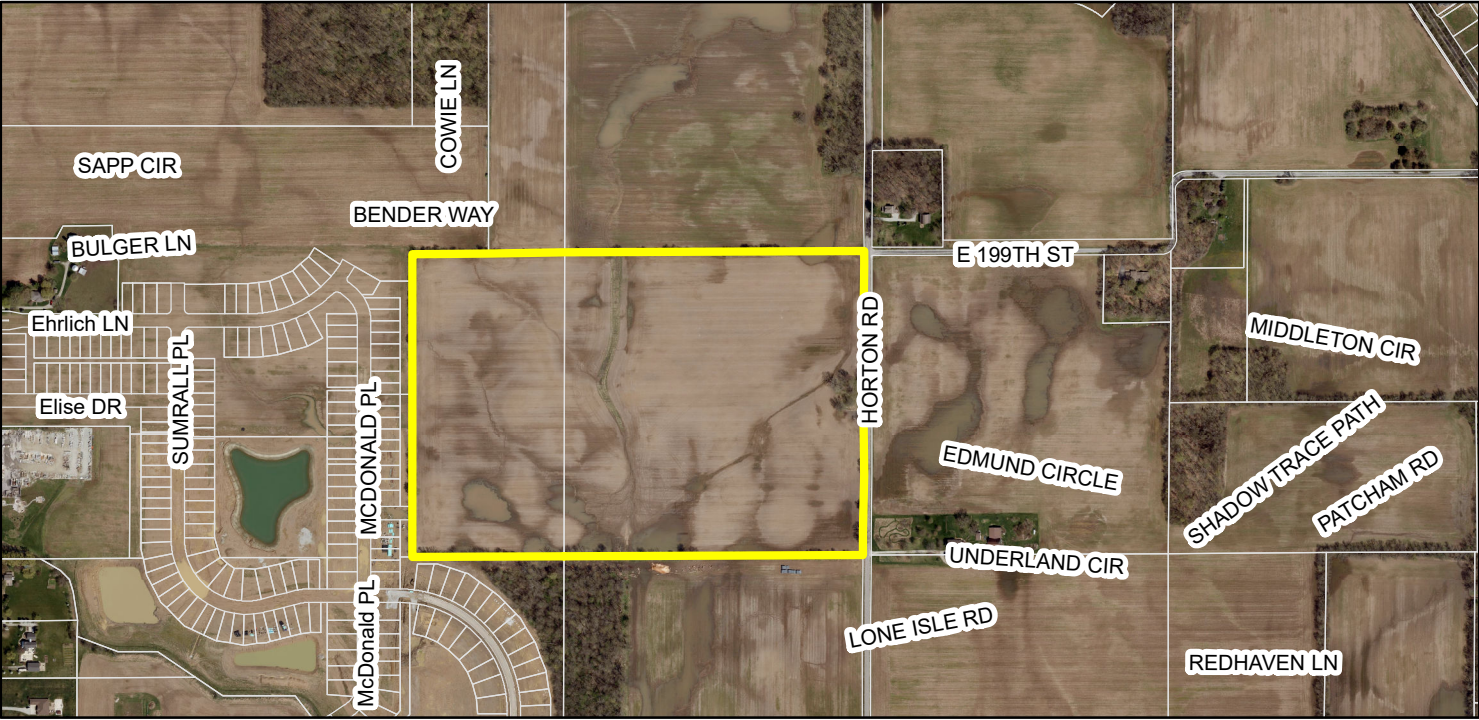




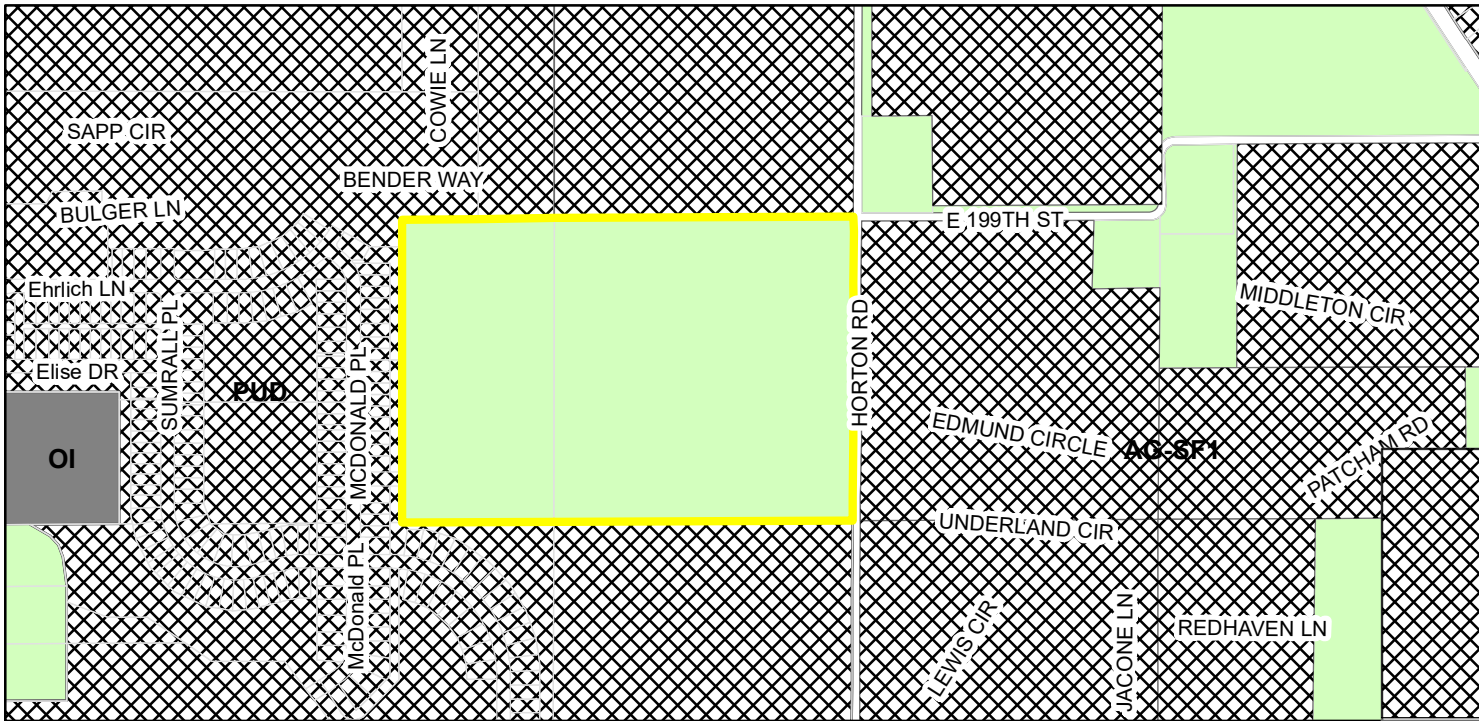
Property Location Map
Osborne Trails, Phase II PUD
2105-PUD-17



Aerial Location Map



Zoning Map



Zoning

- AG-SF1 (Agriculture - Single Family - 1)
- OI (Open Industrial)
- PUD (Planned Unit Development)

Exhibit “D”

Osborne Trails – Phase II PUD Project Description

The applicant, Lennar Homes of Indiana, Inc. (“Lennar”), has filed a rezone application for the “Osborne Trails – Phase II PUD District” in order to extend and continue the existing Osborne Trails residential community that Lennar is currently developing north of 193rd Street and east of Six Points Road. In this regard, the original Osborne Trails PUD District, Ordinance Number 16-44, was adopted by the City Council on February 28, 2017. Osborne Trails is an age-restricted (55 and older) residential community that caters to buyers seeking to combine a social and active lifestyle with a one-of-a-kind home designs. The home product offerings and various elevations in Osborne Trails were specifically designed for this community and these homes are not being built anywhere else in the central Indiana market. Osborne Trails includes significant open space with passive and active amenities, 6 lakes that are integrated into the community, 3-plus miles of walking/bicycling trails and paths that meander throughout the site, and a 10,000 square foot state of the art club house which includes a workout room, craft room, large indoor gathering space and kitchen as well as other amenities. Since its opening, homes in Osborne Trails have been selling a brisk rate and the community is being embraced by the buying public.

The subject real estate to be included in the amended Osborne Trails neighborhood consists of approximately 60 acres, located on the west side of Horton Road and north of 191st Street and is identified as parcel numbers 08-05-22-00-00-016.000 and 08-05-23-00-00-024.000 (the “Real Estate”). The Real Estate is entirely surrounded by residential neighborhoods including: (i) Osborne Trails to the immediate west and south; (ii) Atwater further west; (iii) Carramore to the immediate north; (iv) portions of Chatham Hills to the immediate east and north (Monon Corner). The location of the Real Estate is shown on the enclosed aerial site location exhibit and is zoned AG-SF1. The Real Estate is also depicted on the enclosed site aerial context exhibit that identifies surrounding residential communities.

Lennar envisions an additional one-hundred and ninety-two (192) lots on the Real Estate serving as an extension and continuation of the existing Osborne Trails community which will include the same development amenities, architectural standards and home product offerings. To this end, and as shown on the enclosed color concept plan, Osborne Trails – Phase II will continue to offer the same three (3) product offerings as is being built in Osborne Trails today, which includes a variety of single family detached home designs and elevations. Lennar anticipates the average sales prices to be approximately \$290,000 (Northern Collection; \$360,000 Central Collection, and \$415,000 (Southern Collection) based on the three (3) product offerings.

The concept plan has been designed so that nearly every lot backs up to common area. In this regard, the Common Area proposed for Osborne Trails – Phase II is approximately 25%. Further, it should also be noted that the amenities provided in the existing Osborne Trails were designed to accommodate and absorb the development of the proposed additional lots in the Osborne Trails – Phase II PUD proposal. The homes on the Real Estate will be subject to the same covenants and restrictions applicable to the existing Osborne Trails in order to ensure the enjoyment and shared maintenance costs of the significant and beneficial Osborne Trails amenities by the residents of the community.



Westfield City Council Report

Ordinance Number:	21-15
APC Petition Number:	2104-PUD-14
Petitioner:	Estridge Homes (the "Petitioner")
Representative:	11 th Street Development
Request:	Requests an amendment to the Davis Planned Unit Development (PUD) District modifying the architectural standards.
Current Zoning:	Davis PUD District
Current Land Use:	Residential
Approximate Acreage:	80.00 acres +/-
Exhibits:	1. Staff Report 2. Location Map 3. Proposed Ordinance 21-15 4. Narrative Statement 5. Public Comment 6. APC Certification
Prepared by:	Caleb Ernest, Associate Planner

PETITION HISTORY

The petition was introduced at the March 8, 2021, City Council meeting. The petition had a neighborhood meeting on March 29, 2021. The petition received a public hearing at the April 5, 2021, Advisory Plan Commission (the "Plan Commission") meeting. The Plan Commission forwarded a favorable (8-0) recommendation to Council at the April 5, 2021, meeting.

PROJECT OVERVIEW

Location: The Property is located generally west of Ditch Road between 156th and 161st Street (see **Exhibit 2**).

Property Description: The Property is zoned the Davis PUD District ([Ordinance 17-52](#)). Council approved a PUD Amendment ([Ord. 20-01](#), 2002-PUD-01) for the Property at its meeting on

February 10, 2020. The Property is currently going through a PUD amendment (Ord. 21-15, *pending*).

Side Building Façade Requirements: Section 7.1(C)(vii)(d) of the Davis PUD (Ord. 17-52) amended as follows:

“If masonry materials are used on the Front Building Façade, masonry materials a minimum of 18 inches in height the entire length of the Side Building Façade shall be required.”

Rear Building Façade Requirements: Section 7.1(C)(viii)(c) of the Davis PUD (Ord. 17-52) amended as follows:

“If masonry materials are used on the Side Building Façade, masonry materials a minimum of 18 inches in height the entire length of the Rear Building Façade shall be required.”

MODIFICATIONS SINCE THE PUBLIC HEARING

Since the public hearing on April 5, 2021, there have not been any modifications to the proposed ordinance.

COMPREHENSIVE PLAN

The Property falls within the New Suburban land use area of the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”). Detached dwellings, attached dwellings, institutional uses, recreational uses, artisan farms and equestrian uses are contemplated as appropriate uses within the New Suburban area. This area has already been zoned the Davis PUD District and has an Underlying Zoning District of SF2, SF3 and AG-SF1. Indiana Code states that reasonable regard be paid to the Comprehensive Plan when considering zone map changes; however, the Comprehensive Plan is intended to serve as a guide in making land use decisions.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the April 5, 2021, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission’s Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the March 8, 2021, Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its April 5, 2021, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed) (see **Exhibit 6**).

City Council

Introduction: March 8, 2021

Eligible for Adoption: April 5, 2021

Submitted by: Caleb Ernest, Associate Planner
Community Development Department

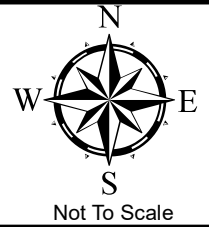


Property Location Map

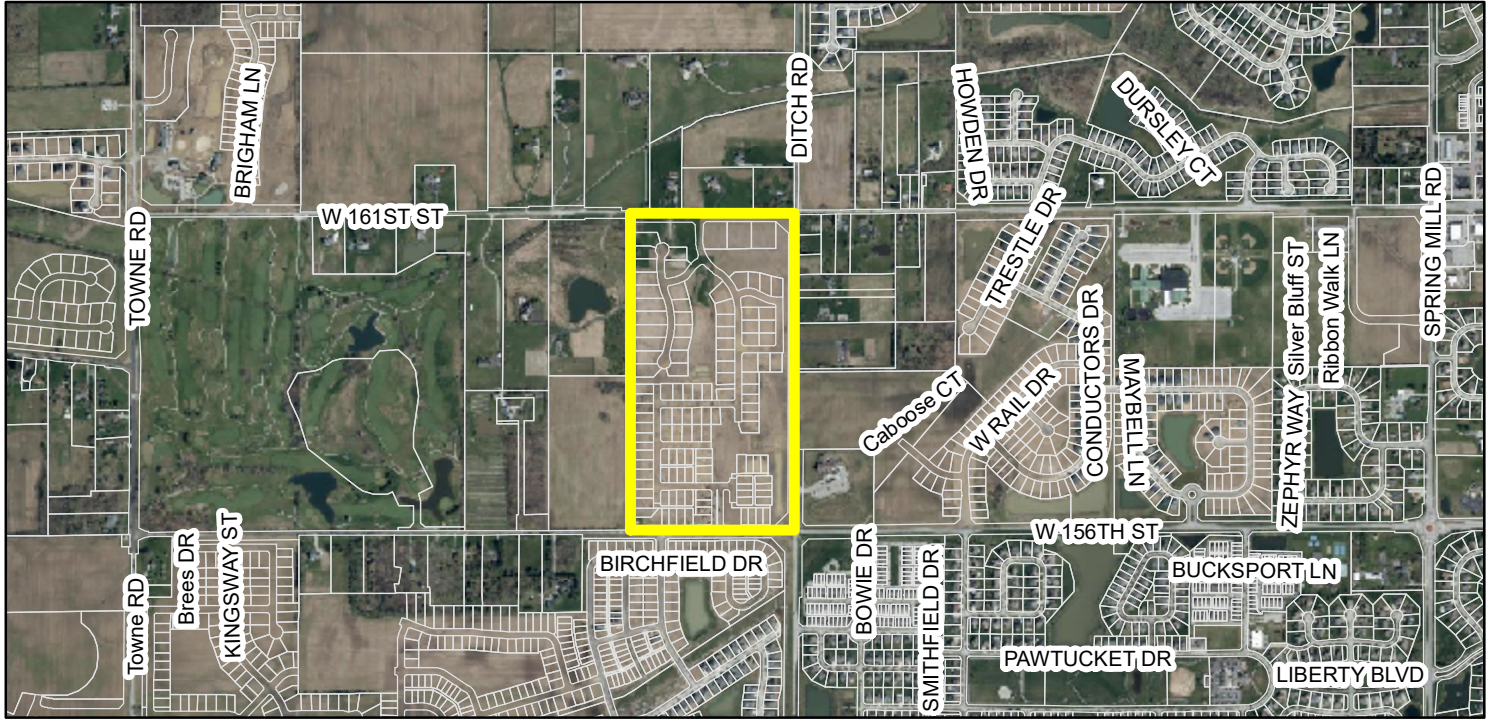
Davis PUD Amendment

Planned Unit Development

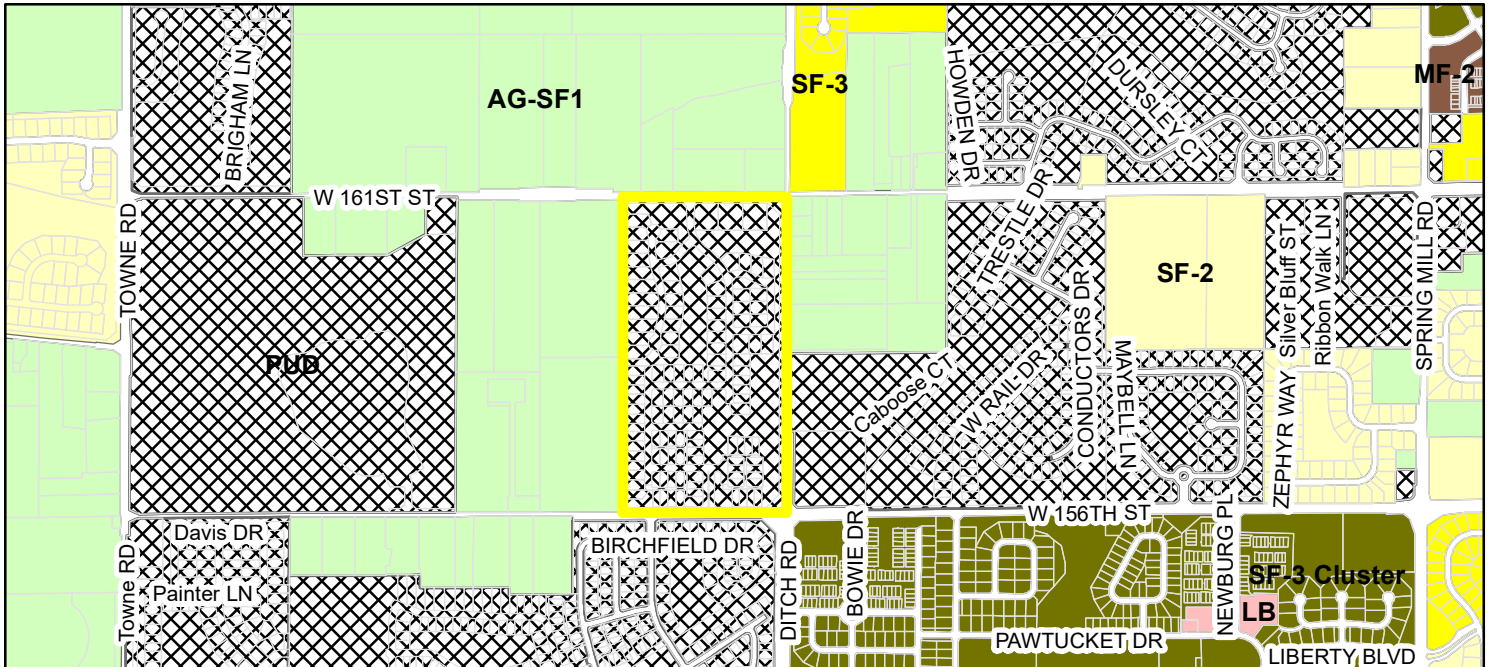
2104-PUD-14



Aerial Location Map



Zoning Map



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

ORDINANCE NUMBER 21-15

Davis PUD District Amendment #2

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP,
HAMILTON COUNTY, INDIANA CONCERNING AMENDMENTS TO THE DAVIS
PLANNED UNIT DEVELOPMENT DISTRICT AND THE UNIFIED DEVELOPMENT
ORDINANCE**

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

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

WHEREAS, the Council enacted Ordinance No. 17-52, Davis Planned Unit Development Ordinance on June 11, 2018 (the "DAVIS Planned Unit Development");

WHEREAS, the Council enacted Ordinance No. 20-01, Davis Planned Unit Development Ordinance Amendment #1 on February 10, 2020 (the "Amendment #1");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No. 2104-PUD-14), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 2104-PUD-14** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a unanimous favorable recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on April 5, 2021;

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

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

Section 1. Applicability of Ordinance.

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

Section 2. Side Building Façade Requirements. Section 7.1(C)(vii)(d) of the Davis Planned Unit Development Ordinance is amended as follows:

“If masonry materials are used on the Front Building Façade, masonry materials a minimum of 18 inches in height the entire length of the Side Building Façade shall be required.”

Section 3. Rear Building Façade Requirements. Section 7.1(C)(viii)(c) of the Davis Planned Unit Development Ordinance is amended as follows:

“If masonry materials are used on the Side Building Façade, masonry materials a minimum of 18 inches in height the entire length of the Rear Building Façade shall be required.”

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2021.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frie

Scott Frie

Scott Frie

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I 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: Bryan D. Stumpf

I hereby certify that **ORDINANCE 21-05** was delivered to the Mayor of Westfield
on the _____ day of _____, 2021, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 21-05**
this _____ day of _____, 2021.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 21-05**
this _____ day of _____, 2021.

J. Andrew Cook, Mayor

This document prepared by: Bryan D. Stumpf, 11th Street Development, LLC
7378 N 550 E, Lebanon, IN 46052 (317) 721-8279

EXHIBIT A
(REAL ESTATE)

The East Half of the Southeast Quarter of Section Nine (9) Township Eighteen (18) North,
Range Three (3) East, Hamilton County, Indiana, containing eighty (80) acres, more or less.





NARRATIVE

Davis Planned Unit Development Amendment #2

Estridge Homes is applying to the City of Westfield to amend the Davis Planned Unit Development to adjust the height of a brick wainscot on the side and rear elevations of a home when masonry materials are used. Specifically, the amendment modifies the height of the required brick wainscot to a minimum of 18" to be appropriate for the architectural style of the homes. Currently, some of the homes are required to have a 36" high brick wainscot, but such a height would be out of character for the architectural style of the homes.

WRITTEN PUBLIC COMMENTS

Docket Number: 2104-PUD-14
Petitioner: Estridge Homes
Request: Petitioner requests an amendment to the Davis Planned Unit Development (PUD) District modifying the architectural standards.

Enclosed Attachments:

April 05, 2021 Public Hearing

1. Carrico, Dr. Thomas & Karen 1457 W. 161st Street, Lot# 120 (04/01/21)

Hello,

We are new residents of Estridge Homes Serenade Community, Lot #120, 1457 W 161st St. Our home was built in 2021 and we moved in in October 2021. I was told that our brick wainscot was grandfathered in and we are not specifically affected, but the look of the community and property values will be affected.

I am writing to support the amendment of the unit development ordinance to allow all homes in Serenade to be of similar design and aesthetically equivalent. I cannot attend the scheduled meeting on April 5, so please accept my email as my vote and request.

Respectfully,

Dr. Thomas & Karen Carrico

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, April 5, 2021, 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.	2104-PUD-14
Ordinance No.	21-15
Petitioner	Estridge Homes
Description	An amendment to the Davis Planned Unit Development (PUD) District modifying the architectural standards.

On April 5, 2021, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

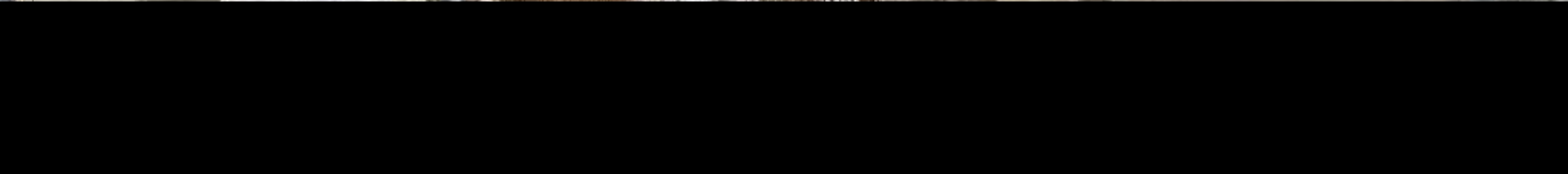
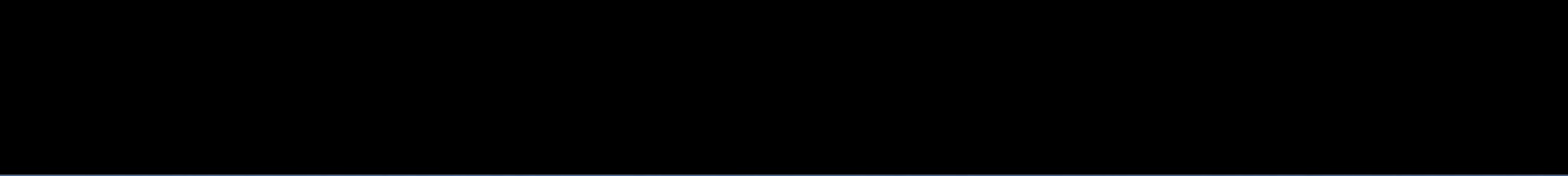
The above-mentioned proposal and the Advisory Plan Commission's recommendation thereof are hereby certified.



Kevin M. Todd, Secretary

April 7, 2021

Date



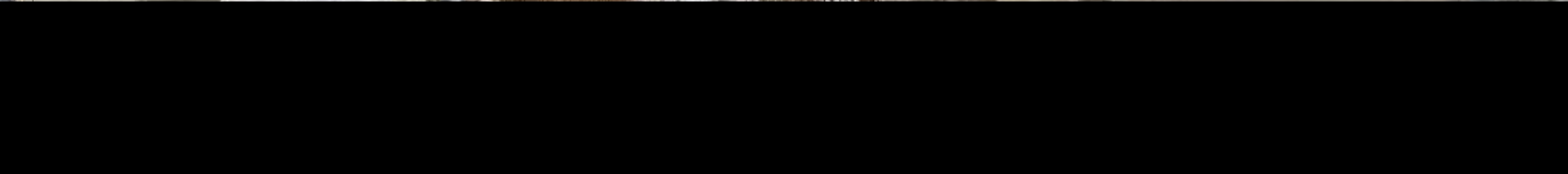
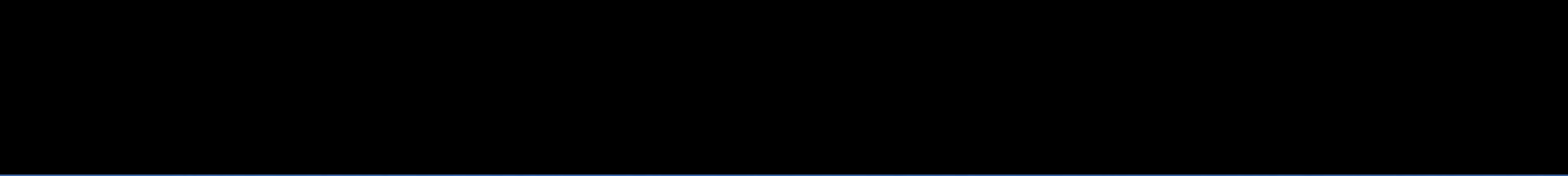














DRIVE THRU / SOUTH ELEVATION



FRONT / EAST ELEVATION

REAR / WEST ELEVATION



MAIN ENTRY / NORTH ELEVATION

REPRESENTATION	MATERIAL	COLOR
COPING UNA-CLAD		"MEDIUM BRONZE"
EIFS "CORNICIE" AND TOWER PIERS		"TREE BRANCH" SW 7525
EIFS ABOVE SILL		"TONY TAUPE" SW 7038
AWNING CANVAS (BY OTHERS)		"ROYAL BLUE" 4617
THIN BRICK "BROOKSHIRE" ACME BRICK (AT FRONT & DRIVE THRU TOWERS "DOVE GRAY" BRICK)		
MFG'D STONE w/ STONE SILL TRIM		"ASHFALL" COUNTRY LEDGESTONE (BORAL)

©2021

NEW CULVER'S RESTAURANT
Culver's Restaurant
Westfield, IN 46074
County of HAMILTON

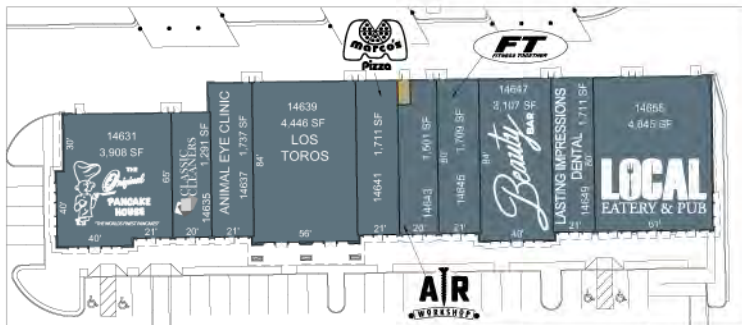
Culver's
Culver's Restaurant System, Inc.
1240 Water Street
Pewaukee, WI 53078
608-643-7980

OLLMANN ASSOCIATES
ARCHITECTS, P.C.
200 South State Street
Belvidere, Illinois 61008
815-544-7790 Phone

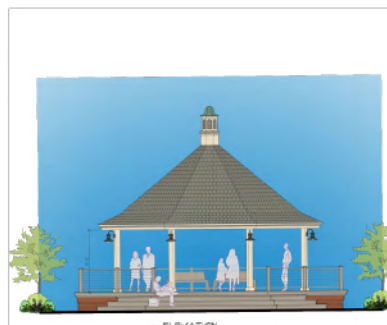
ELEVATIONS
ELEVATION IMAGES HAVE PHOTO
REALISTIC QUALITIES. THE ACTUAL BUILDING
MATERIALS MAY VARY IN APPEARANCE.
Date: 1-12-2021 Revision:

2020-062

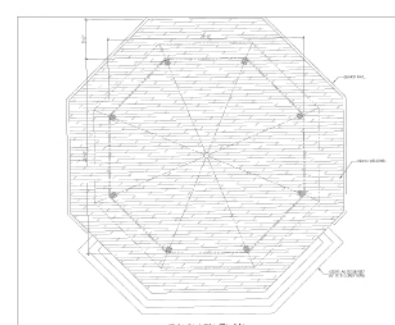
A1



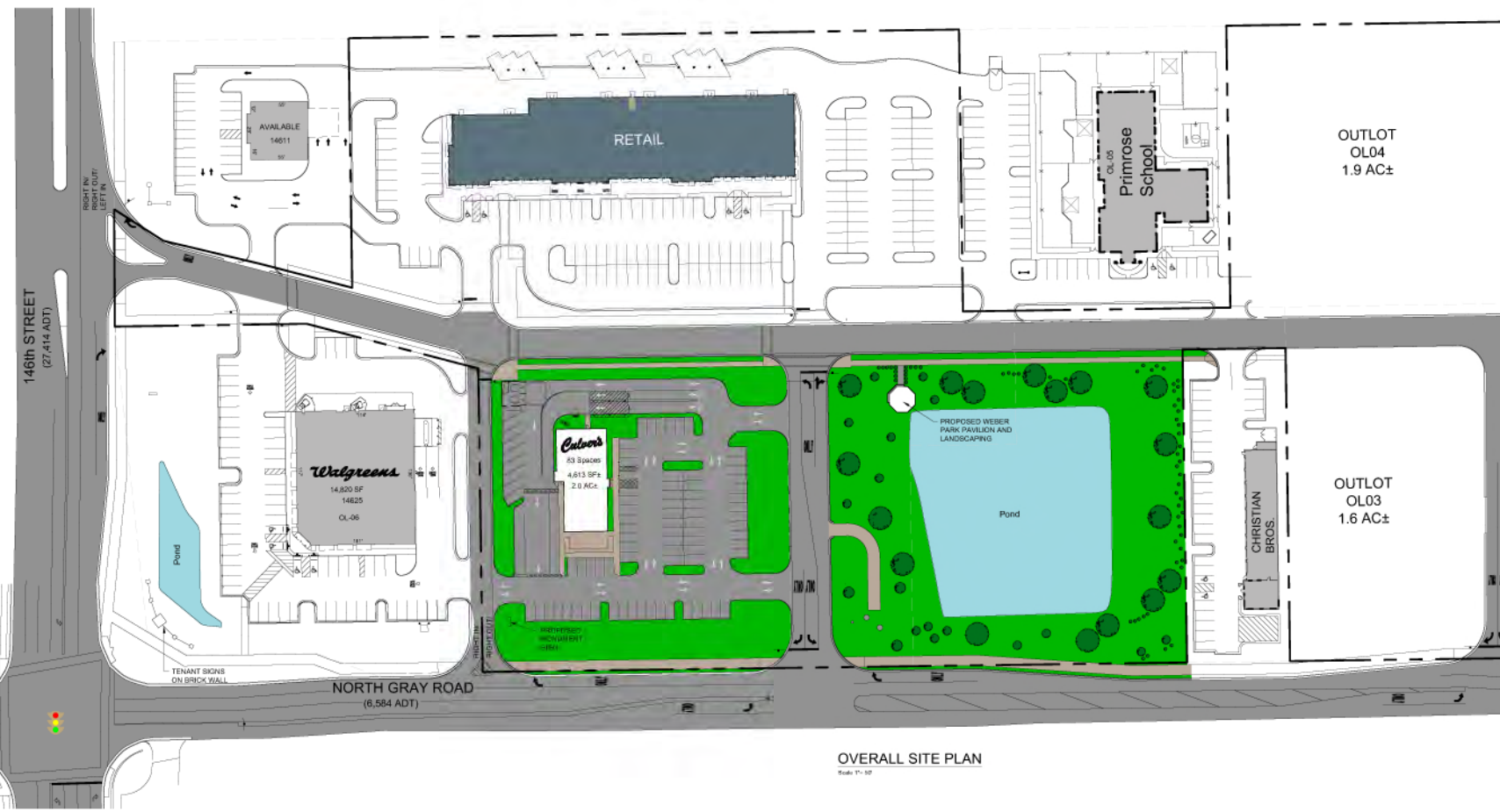
RETAIL
Scale: 1" = 30'



WEBER PARK PAVILION ELEVATION
Scale: N.T.S.



WEBER PARK PAVILION PLAN
Scale: N.T.S.



KITE
REALTY GROUP

30 S. MERIDIAN STREET
SUITE 1100
INDIANAPOLIS, IN 46204
PHONE 317-577-5600
FAX 317-577-5605

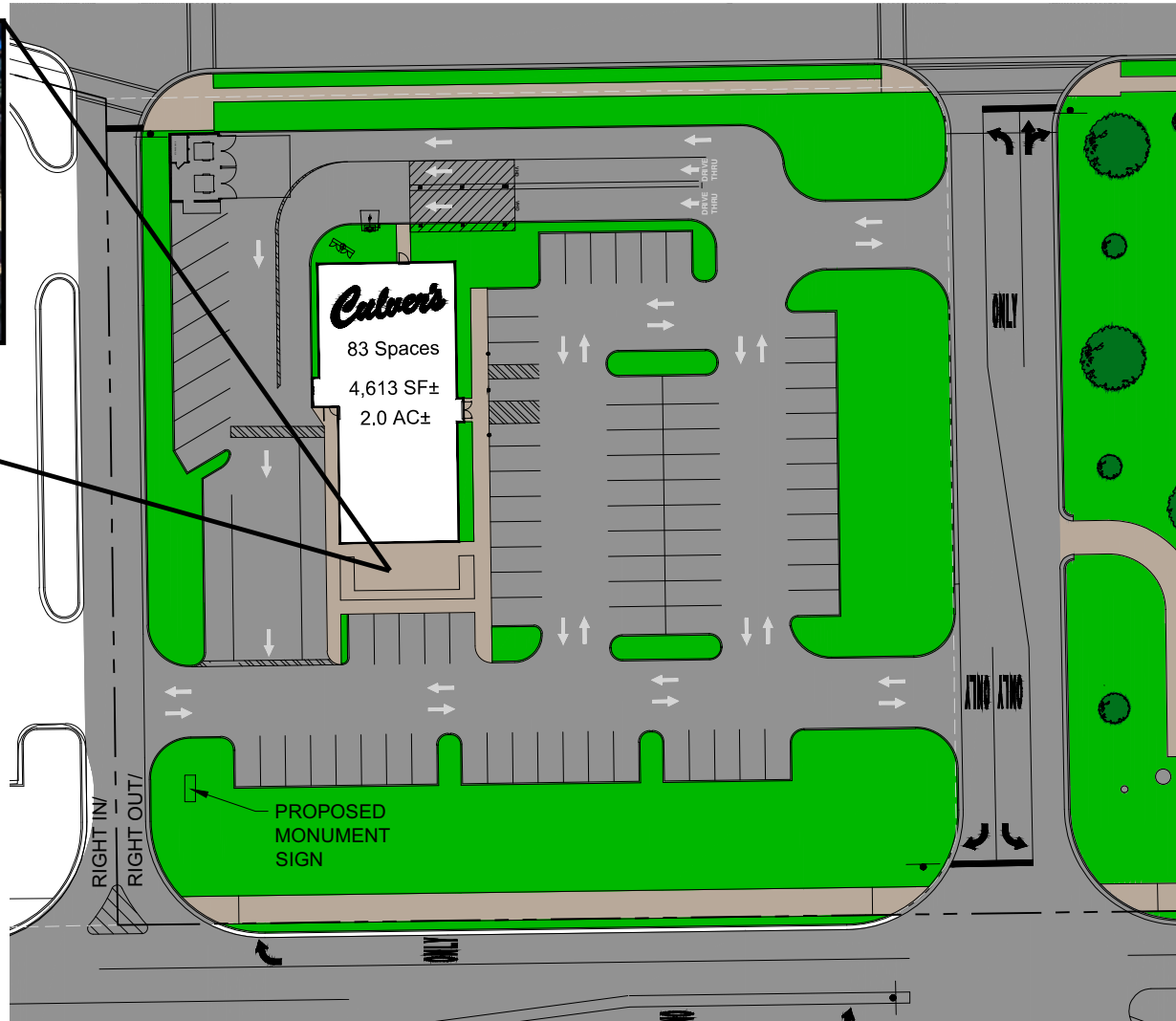


SITE DATA	
Retail	25,946 SF
Total GIA	25,946 SF
Farking	133
Farking Ratio	5.12 / 1,000
Other's (Proposed)	4,613 SF
Farking	83
Farking Ratio	17.99 / 1,000
Available	3,222 SF
Primrose School	11,563 SF
Dist. Lot Acreage	8.43 AC±
Site Acreage	12.29 AC±
Total Shopping	
Center Acreage	30.72 AC±

NOTES: Regulations with the above listed and others not listed are in progress. No guarantee can be made that the listed items will appear in the center. All conditions and dimensions are subject to variation due to actual field conditions. All dimensions and areas shown should be verified prior to loan execution. This plan is preliminary and subject to change. Please see 2018.

**BRIDGEWATER
MARKETPLACE
WESTFIELD,
INDIANA**

Drawn By:	CHKD:
eem	
Date:	Scale:
02/26/2021	AS NOTED
DEVELOPMENT PLAN	
Project No.	
4014	
DP	46



30 S. MERIDIAN STREET
SUITE 1100
INDIANAPOLIS, IN 46204
PHONE 317-577-5600
FAX 317-577-5605



SITE DATA

Retail	25,966 SF
Total GIA	25,966 SF
Parking	133
Parking Ratio	5.12 / 1,000
Callver's (Proposed)	4,613 SF±
Parking	83
Parking Ratio	17.99 / 1,000
Available	3,222 SF
Primrose School	11,163 SF
Out Lot Acreage	8.43 ACs
Site Acreage	12.29 ACs
Total Shopping Center Acreage	20.72 ACs

NOTE: Negotiations with the stores listed and others not listed are in progress. No guarantee can be made that the listed stores will open on the corner. All conditions and dimensions are subject to variation due to actual field conditions. All dimensions and areas shown should be verified prior to lease execution. This plan is preliminary and subject to change. Sheet size 24x36.

BRIDGEWATER MARKETPLACE WESTFIELD, INDIANA

Drawn By: eem CHKD:

Date: 03/24/2021 Scale: AS NOTED

DEVELOPMENT PLAN

Project No. 4014 DP 46A



Westfield City Council Report

Ordinance Number:	20-23
APC Petition Number:	2007-PUD-7
Petitioner:	K & J Acquisitions, LLC by Church, Church, Hittle + Antrim
Requested Action:	An amendment to the Bridgewater PUD to accommodate a new Fast Food Restaurant.
Current Zoning:	Bridgewater PUD District
Current Land Use:	Vacant
Acreage:	2.01 acres +/-
Exhibits:	1. Department Report & APC Certification 2. Location Map 3. Proposed Ord. 20-23 4. Concept Plan 5. Building Elevations 6. Signage Details 7. Updated Project Narrative 8. Neighbor Meeting Summary
Staff Reviewer:	Pam Howard, Senior Planner

PETITION HISTORY

This petition was introduced at the [June 8, 2020](#), City Council meeting. The petition received a public hearing at the [July 6, 2020](#), Advisory Plan Commission (the "Plan Commission") meeting; however, the petition was listed as continued on the agenda for a period greater than six (6) months. For this reason, a second public hearing is scheduled for the [April 5, 2021](#), Plan Commission meeting. The petitioner held a neighbor meeting on June 29, 2020, a summary of that meeting has been included as **Exhibit 8**.

PROJECT OVERVIEW

Location: This subject property (the “Property”) is located at 14631 North Gray Road (see **Exhibit 2**).

Property History: The Property was incorporated into the Bridgewater PUD in an amendment (**Ord. 04-33**) adopted by Council in 2004. The Bridgewater PUD Ordinance was then restated in 2006, incorporating the original PUD and all approved amendments into **Ordinance 06-49**. Since that time, three (3) amendments have been approved which apply to the Property. **Ordinances 10-08** and **10-19** relate to signage, and **Ordinance 12-10** updated the Concept Plan and addressed phasing.

A **Primary Plat** and **Overall Development Plan** were approved at the October 5, 2015, Plan Commission meeting. A Detailed Development Plan was also approved for a multi-tenant building at that time, however the approved building was never constructed. If the proposed PUD amendment is approved, a Secondary Plat and Detailed Development Plan would need to be submitted.

REQUESTED MODIFICATIONS

Concept Plan: The proposed amendment includes a Concept Plan (see **Exhibit 4**), the site would be required to develop in substantial compliance with this plan.

Building Elevations and Signage: The PUD Amendment includes Building Elevations and Signage Details (see **Exhibits 5 & 6**, respectively). The site would be required to develop in substantial compliance with these plans. These exhibits would replace and supersede the Architectural Standards and Sign Standards of the Bridgewater PUD and the UDO.

Permitted Uses: The proposed Amendment would add Fast Food Restaurant as a permitted use. A definition for this is not included in the ordinance and there for would follow the definition established in the UDO.

Restaurant, Fast Food: An establishment whose primary business is the sale of food prepared and available before an order is placed and typically includes most of the following characteristics: (i) the meal is paid for prior to consumption; (ii) patrons often order from a menu board, are served their food at a counter or in a motor vehicle in packages prepared to leave the premises or may be taken to a table or counter to be consumed; (iii) includes a high-volume drive-through facility. Example businesses include drive-in food and beverage establishments and restaurants or cafeterias having less than fifty percent (50%) of gross sales derived from food sales excluding drive-through.

For reference, the Bridgewater PUD Ordinance currently permits restaurants, but not Fast Food, using the following standard:

Ordinance 06-49, Section 8(B)(8): Uses; Permitted Uses for Area Y: While traditional fast food restaurants, dairy bars, drive-in restaurants, food bars, burger stands, hot dog stands, lunch bars, and refreshment stands are not permitted uses within Area Y, diners, dining rooms, grills, lunch counters, pizza parlors, pizzerias, restaurants, soda fountains,

submarine sandwich shops, delicatessen, ice cream parlors, frozen custard stands, bakeries, coffee shops or coffee cafes, and tea rooms are permitted uses within Area Y, with or without drive-thru facilities.

COMPREHENSIVE PLAN

The Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies this Property within the “Local Commercial” land use classification. 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.

Development Policies for “Local Commercial” include: (i) locate local commercial development only in planned centers and only on streets classified as arterials or on frontage roads as depicted on the Land Use Concept Map; (ii) require the size, materials, color, and design of buildings to be unique to Westfield; (iii) Parking areas should be broken up by landscaping or by being located on more than one side of the buildings; (iv) encourage signs that are easy to locate and read, sized and designed in relation to the buildings and the traffic conditions in which they are viewed; and (v) encourage pedestrian connections between local commercial areas and adjacent residential areas.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. A public hearing for this petition was held at the [July 6, 2020](#), Plan Commission meeting. Due to this item appearing as continued for a period greater than six (6) months, a second public hearing is scheduled for the April 5, 2021, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission’s Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the [June 8, 2020](#), City Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its [April 5, 2021](#), meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed).

City Council

Introduction:	June 8, 2020
Eligible for Adoption:	April 12, 2021
Submitted by:	Pam Howard, Senior Planner Community Development Department

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, July 6, 2020, and Monday, April 5, 2021, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	2007-PUD-07
Ordinance No.	20-23
Petitioner	K & J Acquisitions, LLC by Church, Church, Hittle + Antrim
Description	An amendment to the Bridgewater PUD to accommodate a new Fast Food Restaurant.

On April 5, 2021, a motion was made and passed to send a favorable recommendation (Vote: 8 in favor, 0 opposed) of the proposal to the City Council.

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



Kevin Todd, Secretary

April 6, 2021

Date



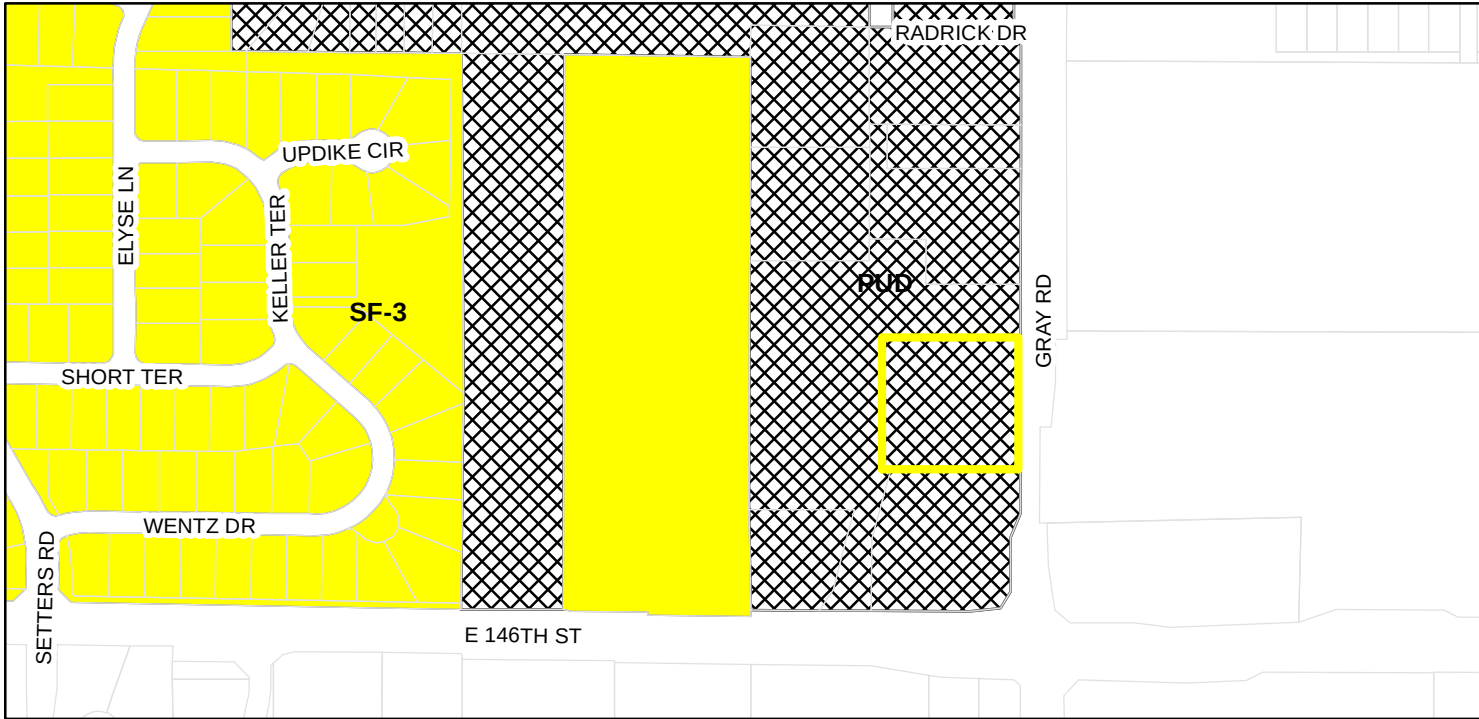
Property Location Map
Bridgewater PUD Amendment (Culver's)
2007-PUD-07



Aerial Location Map



Zoning Map

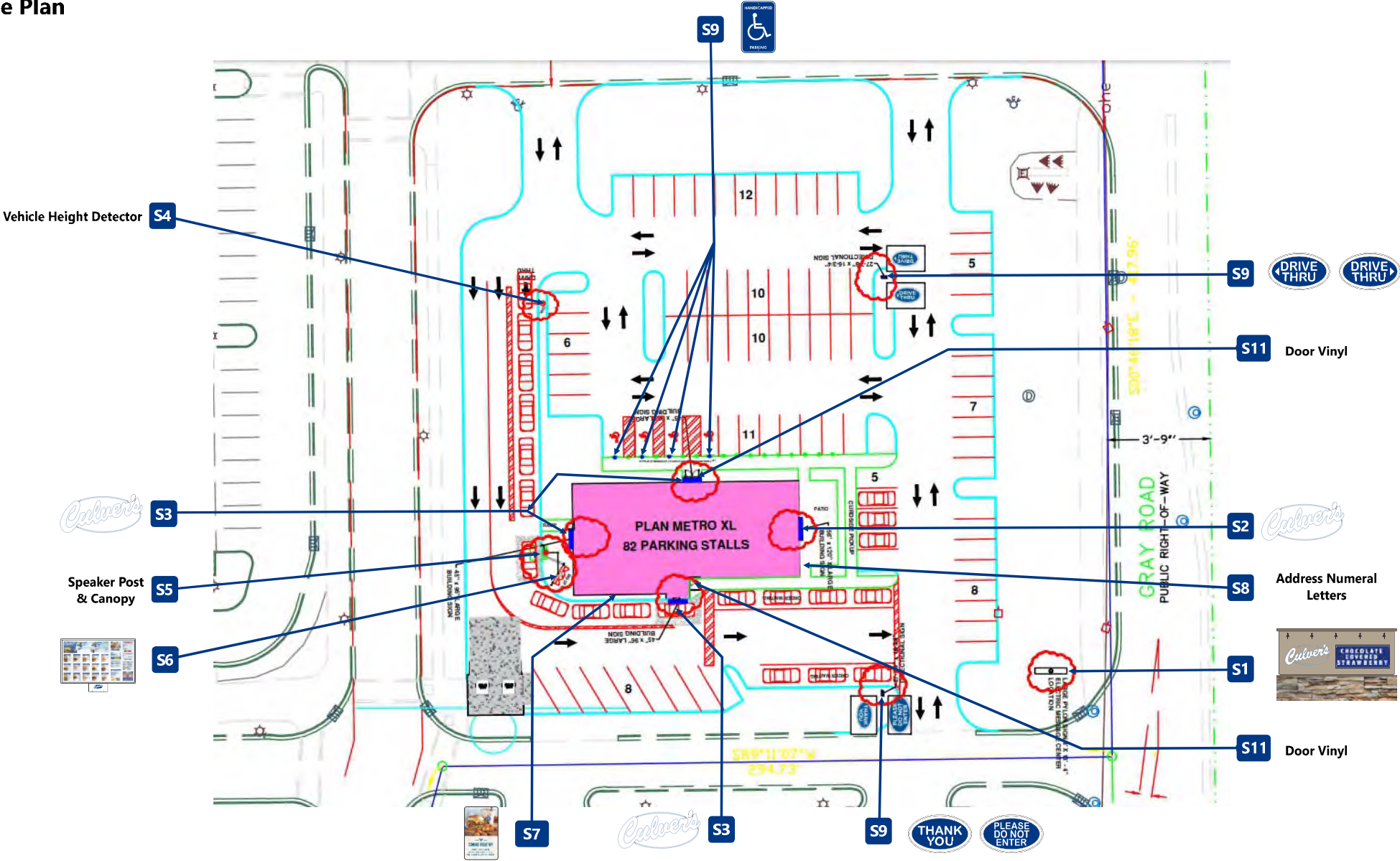


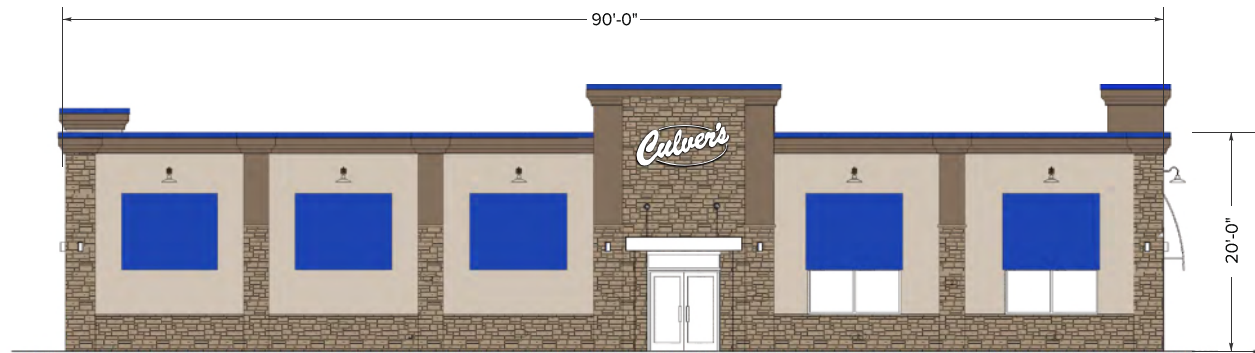
Zoning

 SF-3 (Single Family - 3)

 PUD (Planned Unit Development)

Site Plan





S3 North | SL-30 | Sq. Ft. = 29.96'



S2 East | SL-45 | Sq. Ft. = 46.77'



S3 South | SL-30 | Sq. Ft. = 29.96'



S3 West | SL-30 | Sq. Ft. = 29.96'



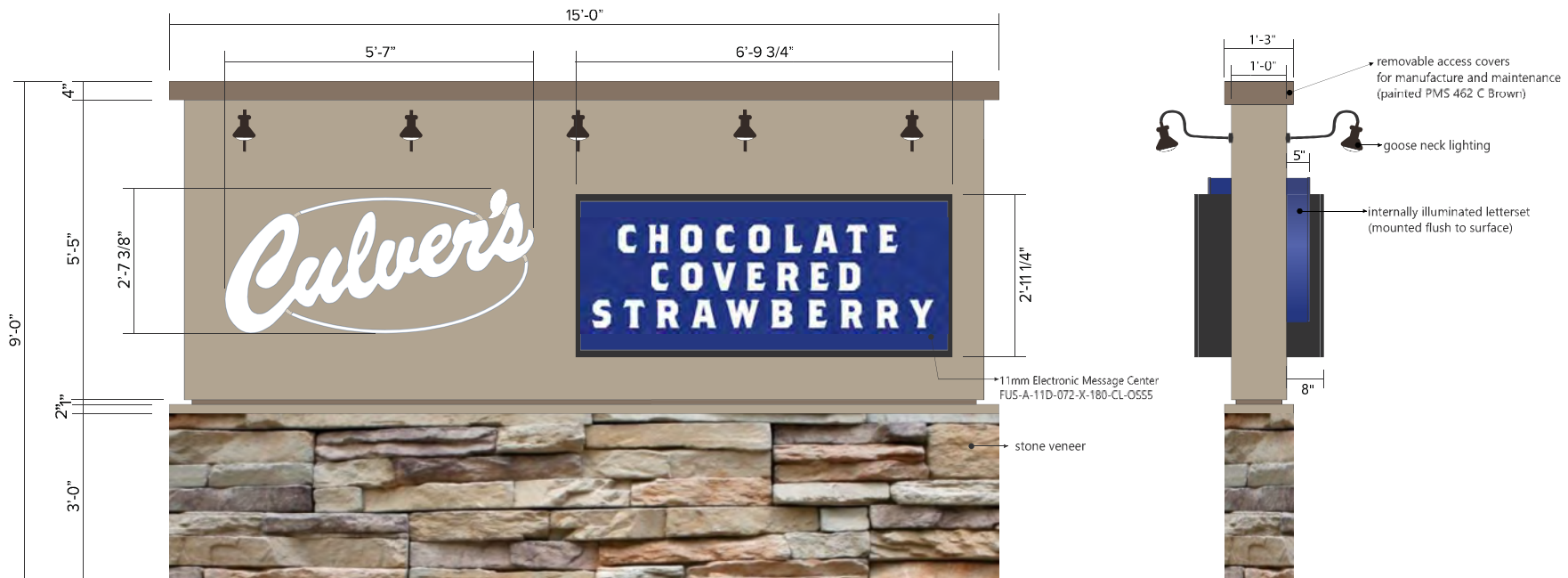
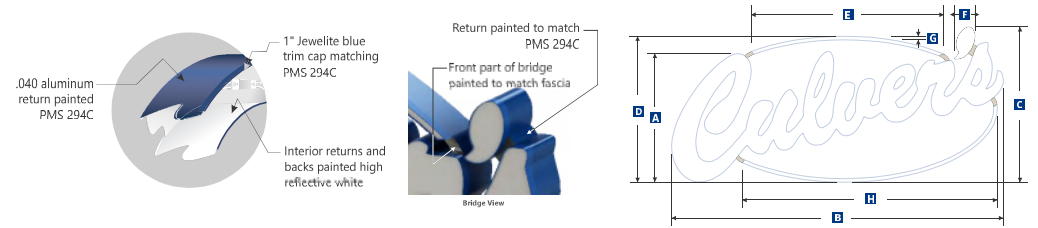
SI

Custom Illuminated Monument sign

New monument to be installed.

Paint Specifications Sw7038 Tony Taupe Sw7509 Tiki Hut Cultured Stone by Boral
Style : Country LedgeStone / Color : Aspen**Letterset Recommendation (Qty. 2)**

	A	B	C	D	E	F	G*	H	SF
SL-14	2'-1 15/16'	5'-7"	2'-7 3/8"	2'-5 1/2"	3'-2 15/16'	4 3/16"	3/4"	4'-3 9/16'	14.60



Scale: 1/2" = 1'

Drawing # **C69133-1**OE **139366**

Address: 146th St E and Gray Road

City/ST: Westfield, IN.

Date: 03/02/21

Designer: PB PM: MC

File Location: Drive/Clients/ STND CSM☐ AS ☒ CR ☒ EN**Revisions:**

Revised specs & dims - KB - 3.11.21

X

X

X

X

X

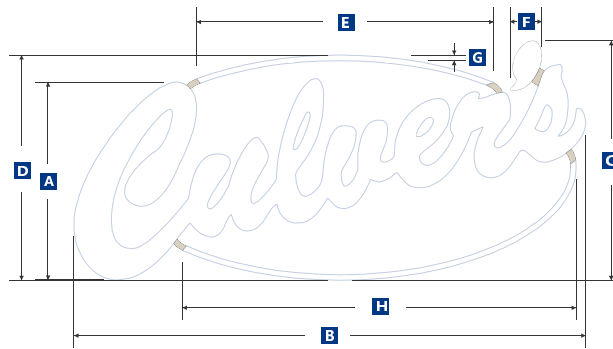
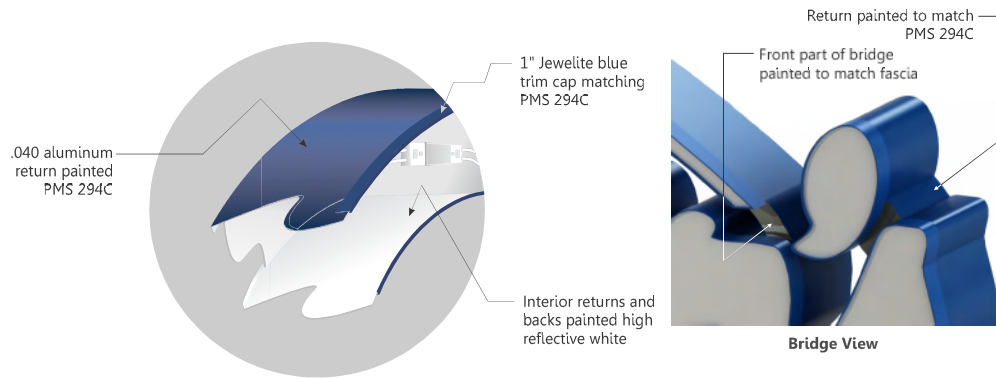


Sign components to be in strict UL compliance.

All dimensions are imperial unless specified metric. Items with no units are printed within printed on an 11x17 sheet.

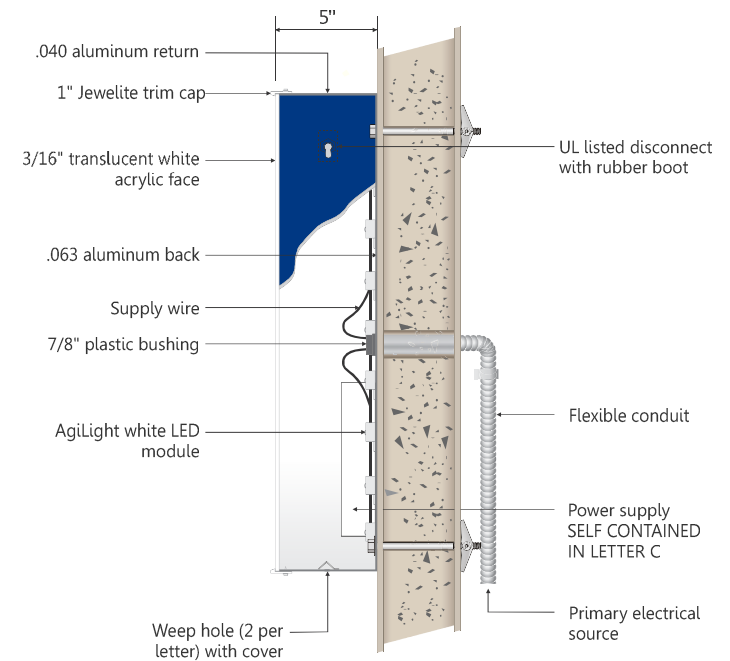


Install new S/F, remote mount illuminated letters.

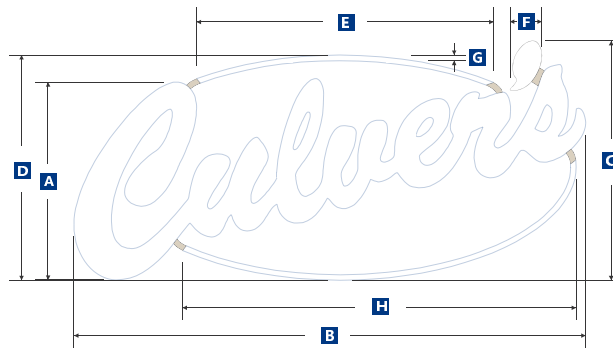
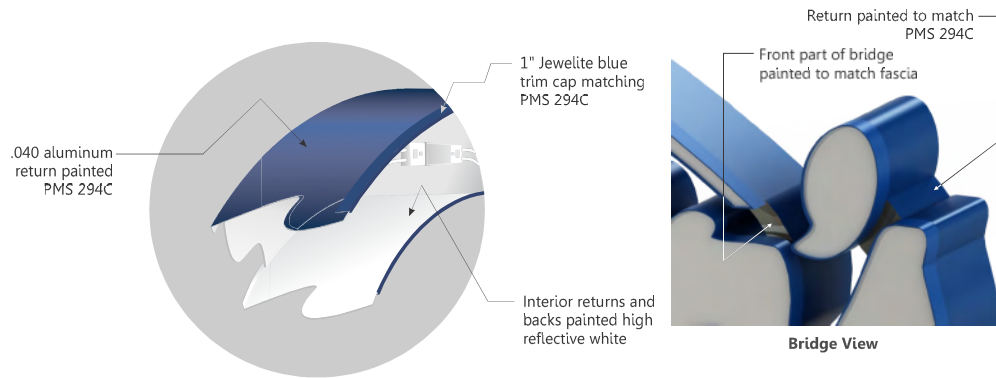


*Weighted artwork is required to accommodate swoosh illumination on smaller sizes.

	A	B	C	D	E	F	G*	H	SF
SL-45	3'-10 3/8"	10'-0"	4'-8 1/8"	4'-4 13/16"	5'-9 11/16"	7 1/2"	1 5/16"	7'-8 5/16"	46.77

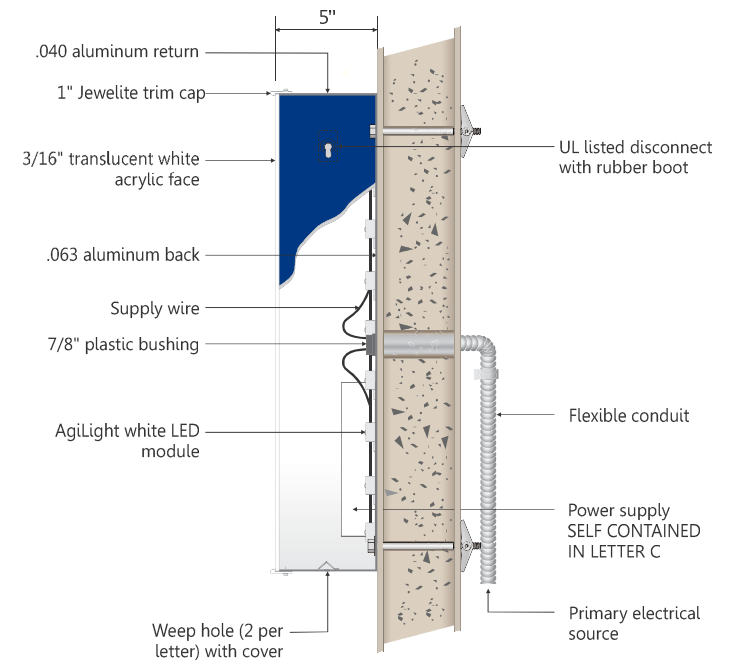


Install new S/F, remote mount illuminated letters.



*Weighted artwork is required to accommodate swoosh illumination on smaller sizes.

	A	B	C	D	E	F	G*	H	SF
SL-30	3'-1 1/8"	8'-0"	3'-9"	3'-6 1/4"	4'-7 3/4"	6"	1 1/16"	6'-1 13/16"	29.96





S6

MB-DT-46 Drive Thru Menu Board

Install new S/F, direct set Culver's drive thru menu board as shown in site plan.



Sign exterior painted Matthews N202 White or equivalent



Decal applied directly to base



Drawing #

C69133

OE

139366

Address: 146th St E and Gray Road

City/ST: Westfield, IN.

Date: 03/02/21

Designer: PB PM: MC

File Location:
Drive/Clients/

STND
CSTM

AS CR EN

Revisions:

X	
X	
X	
X	
X	
X	

X	
X	
X	
X	
X	
X	



Underwriters
Laboratories, Inc.

Sign components to be in
strict UL compliance.

All dimensions are imperial
unless specified metric. Items
with variants are printed within
printed on an 11x17 sheet.



RESOLUTION NUMBER 21-111

CONFIRMATORY RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA CONFIRMING DECLARATION OF A CERTAIN AREA WITHIN THE CITY OF WESTFIELD AN ECONOMIC REVITALIZATION AREA

(West Fork Whiskey HQ2 Project)

WHEREAS, West Fork Whiskey Co., an Indiana company (“Applicant”), has advised the City of Westfield, Indiana (“City”) that it seeks to undertake certain real property improvements to the area generally located at 24 East 191st Street, Westfield, Indiana (the "Area"), and to make certain personal property investments to equip a facility to be constructed on the Area; and

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

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

WHEREAS, Applicant has duly submitted Statements of Benefits regarding the proposed real estate improvements and personal property investment, as required by the Act, along with such related and/or supporting information as the City deems necessary to evaluate Applicant’s request for abatement of real and personal property taxes; and

WHEREAS, a duly constituted meeting of the City Council was held on March 8, 2021, at which the Council reviewed and approved the requested real and personal property abatements and declared the Area to be an “Economic Revitalization Area” in accordance with the Act by virtue of Council Resolution 21-100, adopted and approved as of that date (the “Declaratory Resolution”); and

WHEREAS, pursuant to I.C. 6-1.1-12.1-1, *et seq.*, the City Council has properly published a notice of public hearing in the *Indianapolis Star* and the *Times of Noblesville* on April 2, 2021, and filed the required information with the affected taxing units, as required in I.C. 6-1.1-12.1-2.5; and

WHEREAS, such hearing was held on this night by the City Council and all persons and organizations wishing to express their views were heard and consideration given to any such views; and

WHEREAS, no remonstrance, written or oral, has been filed stating opposition, of any type or character, to the Declaratory Resolution, the designation of the Area as an “Economic Revitalization Area,” or the approval of real property tax abatement.

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

SECTION I. It is hereby declared by the Council that the Declaratory Resolution is in all respects hereby confirmed, and the Council further hereby confirms that the SB-1(RP) and SB-1 (PP) forms filed by Applicant comply with I.C. 6-1.1-12.1-3 and that all qualifications for an economic revitalization area have been met by the Applicant as to the location described in the Declaratory Resolution, and the real and personal property tax abatements are approved as described in the Declaratory Resolution.

SECTION II. This resolution shall be effective immediately upon its passage, subject to any right of appeal as provided by Indiana law.

SECTION III. Upon the adoption of this resolution, the Clerk-Treasurer shall cause a certified copy of this resolution, including the description of the previously described location and attached map, to be filed with the Hamilton County Assessor and/or such other Hamilton County government officials as shall be necessary to make the Applicant eligible to file for real estate and personal property tax abatement as approved by virtue of the Declaratory Resolution and ratified and confirmed by this resolution.

SECTION IV. Following the legally required public notice and conducting of a public hearing on the matter pursuant to such notice, the Council hereby takes final action, as defined in I.C. 6-1.1-12.1-2.5, as of the date hereof, with regard to the designation of the Property as an Economic Revitalization Area, approval of the SB-1(RP) and SB-1(PP), and the Council’s prior adoption of the Declaratory Resolution.

SECTION V. The Council hereby incorporates the provisions of I.C. 6-1.1-12.1-12 pertaining to the repayment of a deduction falsely obtained for the Economic Revitalization Area confirmed through the adoption of this Resolution

**ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS 12^h DAY OF APRIL, 2021.**

**WESTFIELD COMMON COUNCIL
HAMILTON COUNTY, INDIANA**

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frie

Scott Frie

Scott Frie

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk-Treasurer

I 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: Kai Chuck

I hereby certify that RESOLUTION 21-111 was delivered to the Mayor of Westfield on the _____ day of _____, 2021, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 21-111 I hereby VETO Resolution 21-111
This _____ day of _____, 2021 This _____ day of _____, 2021

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

Prepared By:
Kai Chuck, Economic Development Director
Mayor's Office
City of Westfield, Indiana

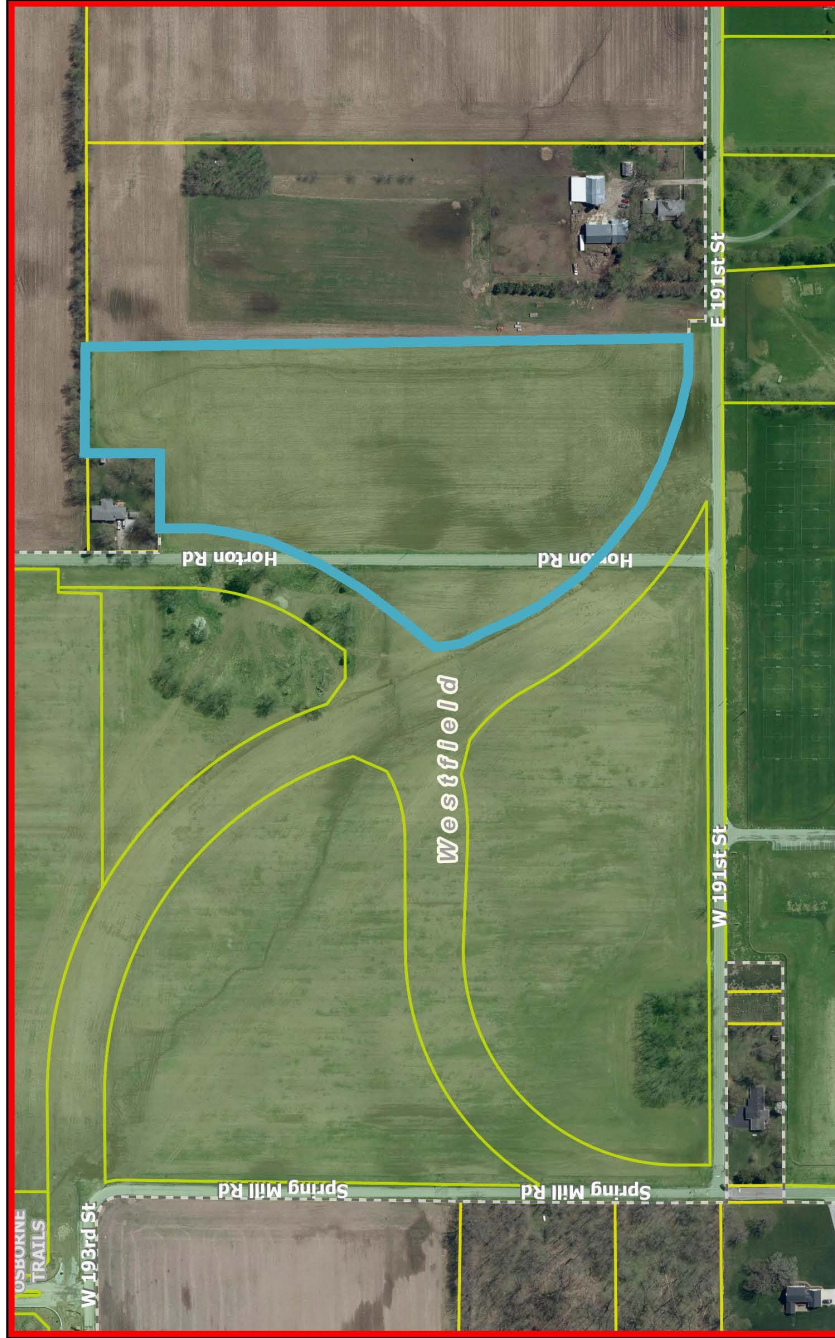
EXHIBIT A

Legal Description of Area

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

Commencing at the Southeast corner of the Northwest Quarter of said Section 26; thence South 89 degrees 47 minutes 03 seconds West (basis of bearings is Indiana State Plane Coordinate System East Zone (NAD83)) along the South line of the Southeast Quarter of said Northwest Quarter 448.39 feet to the Southeast corner of land described in Instrument No. 2018007905, recorded in the Office of the Recorder of Hamilton County, Indiana (the following sixteen courses are along the southern, western, and northern boundary of said described land); (1) thence South 89 degrees 47 minutes 03 seconds West along said South line 371.78 feet; (2) thence North 00 degrees 12 minutes 57 seconds West 60.00 feet; (3) thence South 89 degrees 47 minutes 03 seconds West 14.83 feet to a tangent curve to the right having a radius of 703.00 feet, the radius point of which bears North 00 degrees 12 minutes 57 seconds West; (4) thence Westerly along said curve 22.43 feet to the POINT OF BEGINNING and a curve to the right having a radius of 703.00 feet, the radius point of which bears North 01 degrees 36 minutes 45 seconds East; (5) thence Northwesterly along said curve 632.00 feet to a point of compound curve having a radius of 260.00 feet, the radius point of which bears North 53 degrees 07 minutes 16 seconds East; (6) thence Northwesterly along said curve 76.41 feet to a point of reverse curve having a radius of 464.00 feet, the radius point of which bears South 69 degrees 57 minutes 30 seconds West; (7) thence Northwesterly along said curve 124.29 feet to a point of reverse curve having a radius of 60.00 feet, the radius point of which bears North 54 degrees 36 minutes 39 seconds East; (8) thence Northerly along said curve 34.59 feet to a point which bears South 87 degrees 38 minutes 38 seconds West from said radius point; (9) thence North 02 degrees 21 minutes 22 seconds West 44.63 feet to a non-tangent curve to the left having a radius of 389.38 feet, the radius point of which bears North 38 degrees 29 minutes 12 seconds West; (10) thence Northeasterly along said curve 129.45 feet to a point which bears South 57 degrees 32 minutes 04 seconds East from said radius point; (11) thence North 31 degrees 53 minutes 33 seconds East 141.97 feet to a tangent curve to the left having a radius of 570.00 feet, the radius point of which bears North 58 degrees 06 minutes 27 seconds West; (12) thence Northerly along said curve 315.58 feet to a point which bears South 89 degrees 49 minutes 47 seconds East from said radius point; (13) thence North 00 degrees 10 minutes 13 seconds East 58.03 feet; (14) thence North 89 degrees 45 minutes 36 seconds East 160.92 feet; (15) thence North 00 degrees 11 minutes 33 seconds East 151.64 feet to the North line of the Southeast Quarter of said Northwest Quarter; (16) thence North 89 degrees 45 minutes 36 seconds East along said North line 226.74 feet; thence South 00 degrees 37 minutes 26 seconds East 1261.47 feet to the POINT OF BEGINNING, containing 12.828 acres, more or less.

Hamilton County, Indiana



February 4, 2021



Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and all liability resulting from any error or omission.

Author: Hamilton County

EXHIBIT B

ORDINANCE NUMBER 20-23

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TEXT OF THE BRIDGEWATER CLUB PLANNED UNIT DEVELOPMENT BEING THAT OF ORDINANCE 06-49 ORDINANCE 08-05, ORDINANCE 09-17, ORDINANCE 10-01, ORDINANCE 10-08, ORDINANCE 11-01, ORDINANCE 12-10 AND TITLE 16 – LAND USE CONTROLS

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “**Commission**”) considered a petition (Docket 2007-PUD-07), filed with the Commission requesting an amendment to Ordinance 06-49, enacted by the Westfield Town Council on October 9, 2006, and amended by (i) Ordinance 08-0, enacted by the City Council on February 11, 2008 (ii) Ordinance 09-17, enacted by the City Council on September 14, 2009; (iii) Ordinance 10-01, enacted by the City Council on February 8, 2010; (iv) Ordinance 10-05, enacted by the City Council on April 12, 2010; (v) Ordinance 10-08 enacted by the City Council on May 24, 2010; (vi) Ordinance 10-19, enacted by the City Council on September 13, 2010; (vii) Ordinance 11-01, enacted by the City Council on January 10, 2011; (viii) Ordinance 12-10, enacted by the City Council on April 9, 2012; (ix) Ordinance 13-03, enacted by the City Council on February 11, 2013; (x) Ordinance 13-06, enacted by the City Council on March 11, 2013; (xi) Ordinance 13-08, enacted by the City Council on March 25, 2013; (xii) Ordinance 14-02, enacted by the City Council on February 24, 2014; (xiii) Ordinance 14-16, enacted by the City Council on May 12, 2014; (xiv) Ordinance 15-29, enacted by the City Council on October 12, 2015; (xv) Ordinance 15-35, enacted by the City Council on November 24, 2015; (xvi) Ordinance 15-36, enacted by the City Council on January 11, 2016; (xvii) Ordinance 16-13, enacted by the City Council on August 8, 2016; (xviii) and Ordinance 17-22, enacted by the City Council on September 11, 2017 (collectively, the “**Bridgewater PUD Ordinance**”);

WHEREAS, the Commission, on April, 5, 2021, considered a petition (Petition No. 2007-PUD-07), requesting an amendment to the Bridgewater PUD Ordinance (the “**Amendment**”) with regard to the subject real estate more particularly described in Exhibit A attached hereto (the “**Real Estate**”);

WHEREAS, the Commission forwarded Petition No. 2007-PUD-07 to the Common Council of the City of Westfield, Hamilton County, Indiana (the “**Common Council**”) with a positive recommendation (Vote: 8 in favor, 0 opposed) in accordance with Indiana Code § 36-7-4-608, required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on April 6, 2021;

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

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

SECTION 1. The Bridgewater PUD Ordinance is hereby amended for the Real Estate. In all other respects, the Bridgewater PUD Ordinance shall remain in effect and unchanged. To the extent that the provisions of the UDO or the Bridgewater PUD Ordinance conflict with the provisions of this Amendment, the provisions of this Amendment shall prevail.

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

SECTION 3. Building Elevations and Signage.

- A. The building elevations attached hereto as Exhibit C (the “**Building Elevations**”) and the signage details attached hereto as Exhibit D (the “**Sign Details**”) are hereby incorporated in this Amendment.
- B. The improvements on the Real Estate shall be constructed in substantial compliance with the Building Elevations, Sign Details and Concept Plan.
- C. The standards of this Section shall supersede the architectural and sign standards of the Bridgewater PUD Ordinance and UDO.

SECTION 4. Permitted Uses. In addition to the uses already permitted on the Real Estate, the following additional use shall be permitted: Fast Food Restaurant.

SECTION 4. Upon motion duly made and seconded, this Ordinance was fully passed by members of the Council this 12th day of April, 2021. Further, this Ordinance 20-23 shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinance or parts thereof that are in conflict herewith are hereby ordered amended. To the extent that this Ordinance 20-23 conflicts with the terms of any previously-adopted ordinance or part thereof, the terms of this Ordinance 20-23 shall prevail.

ALL OF WHICH IS ORDAINED/RESOLVED THIS 12th DAY OF APRIL, 2021.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James Edwards

James Edwards

James Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 20-23 was delivered to the Mayor of Westfield on the _____ day of April, 2021, at _____ m.

Cindy Gossard, Clerk Treasurer

I hereby APPROVE **ORDINANCE 20-23**

this ____ day of April, 2021.

I hereby VETO **ORDINANCE 20-23**

this ____ day of April, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by: Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, IN 46060, (317) 773-2190.

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

EXHIBIT A
LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 17, Township 18 North, Range 4 East of the Second Principle Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 00 degrees 46 minutes 18 seconds East (basis of bearings per Instrument Number 200600005931, on file in the Office of the Recorder of Hamilton County, Indiana) 1,249.15 feet along the east line of said Southeast Quarter to the northeast corner of the 8.000-acre parcel conveyed in Instrument Number 2006062411, on file in the Office of said Recorder; thence South 89 degrees 46 minutes 53 seconds West 45.00 feet along the north line of said 8.000-acre parcel to the west right-of-way line of Gray Road as described in Instrument Number 2007038726, on file in the Office of said Recorder; thence South 00 degrees 46 minutes 18 seconds East 585.64 feet along said west right-of-way line to the southeast corner of Lot 4 in Bridgewater Marketplace, per plat thereof, recorded as Instrument Number 2013032283 in the Office of said Recorder, being the POINT OF BEGINNING; thence continuing South 00 degrees 46 minutes 18 seconds East 417.96 feet along said west right-of-way line to the north line of the parcel conveyed to Gray Road Property LLC in Instrument Number 200600059203, on file in the Office of said Recorder, the following three (3) courses are along the north and west lines thereof; 1)thence South 89 degrees 11 minutes 07 seconds West 294.73 feet; 2)thence South 14 degrees 34 minutes 58 seconds West 172.26 feet; 3)thence South 00 degrees 48 minutes 53 seconds East 163.72 feet to the north right-of-way line of 146th Street as described in said Instrument Number 2007038726; thence South 89 degrees 40 minutes 59 seconds West 113.86 feet along said north right-of-way line to the southeast corner of the parcel conveyed to ACV Livermore, LLC in Instrument Number 2008043004, on file in the Office of said Recorder, the following four (4) courses are along the east and north liens thereof; 1)thence northeasterly 57.64 feet along a non-tangent curve to the left having a radius of 91.50 feet and subtended by a long chord having a bearing of North 32 degrees 37 minutes 55 seconds East and a length of 56.69 feet; 2)thence North 13 degrees 23 minutes 30 seconds East 96.21 feet; 3)thence North 14 degrees 34 minutes 58 seconds East 92.72 feet; 4)thence South 89 degrees 11 minutes 07 seconds West 242.35 feet to the west line of the parcel conveyed to KRG Bridgewater, LLC in Instrument Number 200600005931, on file in the Office of said Recorder; thence North 00 degrees 48 minutes 53 seconds West 570.24 feet along said west line to the southwest corner of the parcel conveyed to BD Schools Real Estate, LLC in Instrument Number 2009018447, the following two (2) courses are along the south and east lines thereof; 1)thence North 89 degrees 11 minutes 11 seconds East 273.77 feet; 2)thence North 00 degrees 48 minutes 53 seconds West 49.73 feet to a southwest corner of said Lot 4, the following three (3) courses are along the south and west lines thereof; 1)thence North 89 degrees 11 minutes 07 seconds East 129.74 feet; 2)thence South 00 degrees 48 minutes 53 seconds East 103.16 feet; 3)thence North 89 degrees 11 minutes 04 seconds East 214.00 feet to the POINT OF BEGINNING. Containing 7.633 acres, more or less.

EXHIBIT B
CONCEPT PLAN

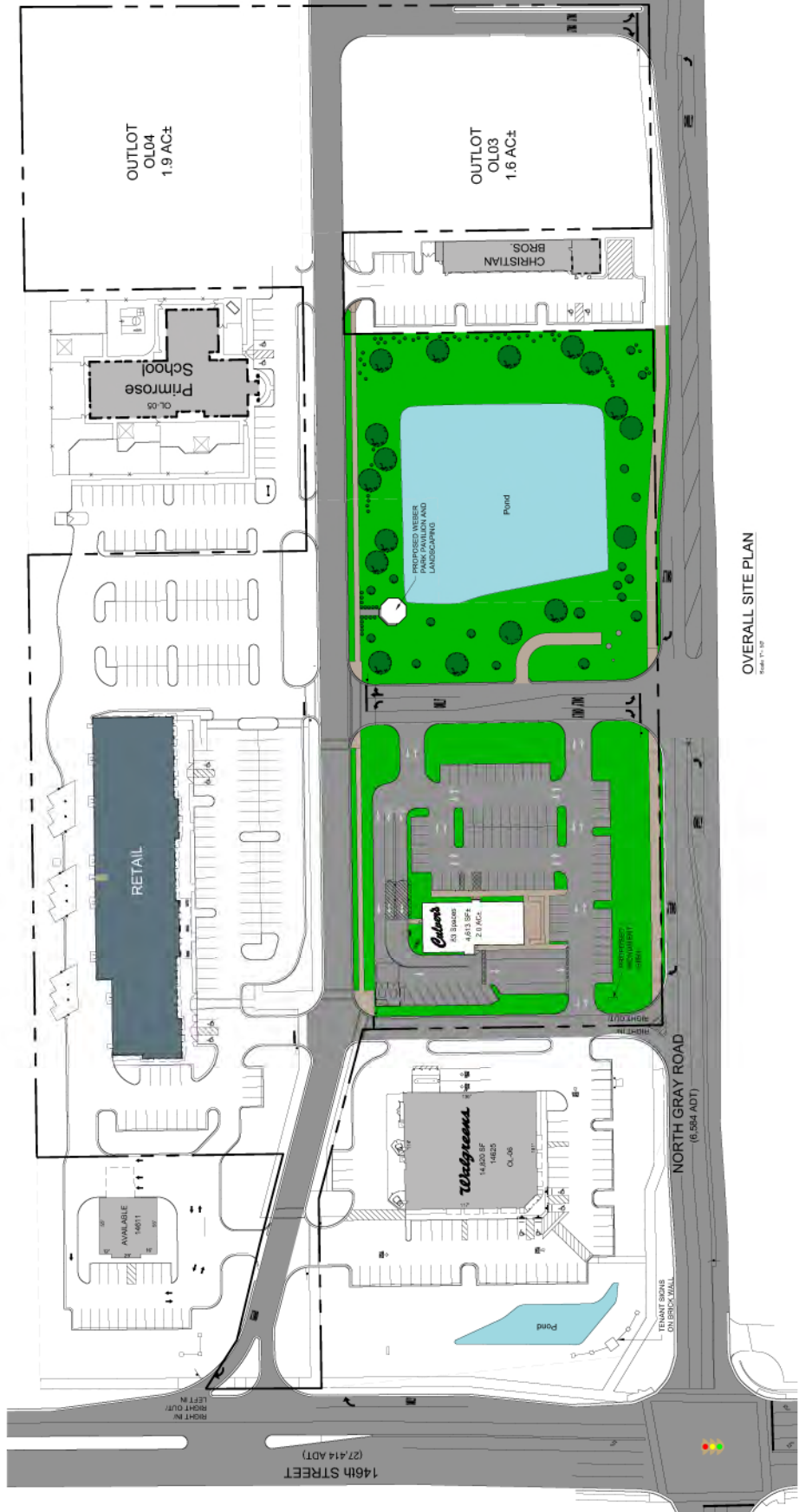
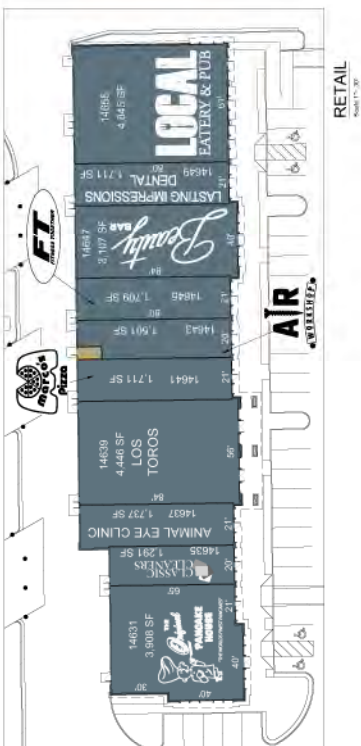
The “Concept Plan” appears on the following two (2) pages of this Amendment.

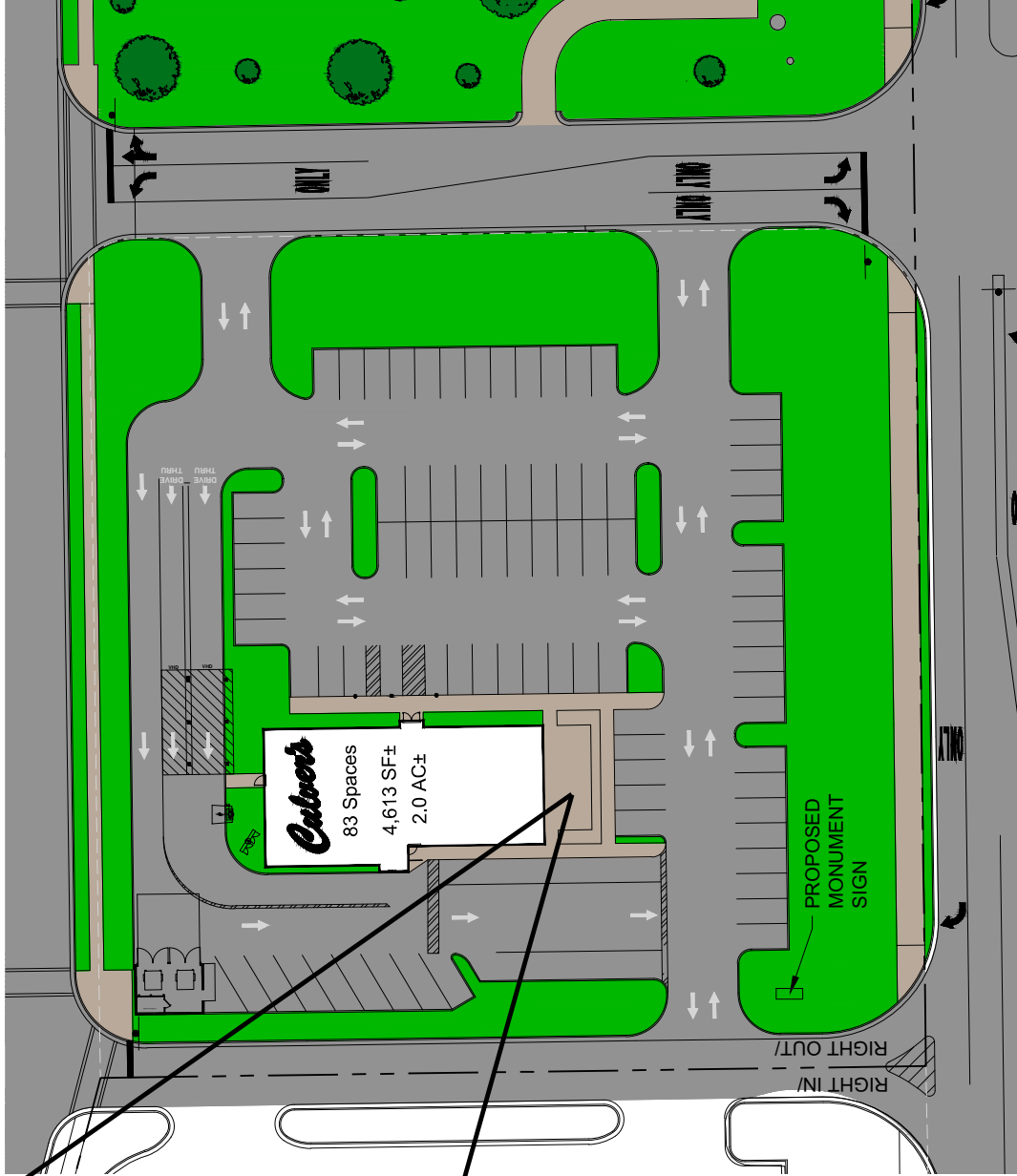
SITE DATA	
Real	25,066 SF
Total GIA	25,066 SF
Paving	130
Paving/Graco	517 1/2
Graco's Shopood	4,613 SF
Paving	81
Paving/Graco	27,29 1/2
Available	3,222 SF
Fremont School	11,862 SF
East Los Angeles	840 AC
Mac-Arthur	12,29 AC
Total Shopping	20,72 AC
Center Average	20,72 AC

NOTE: Repetitions with the three listed and others not listed are in progress. No guarantee can be made that the listed items will open in the center. All conditions and dimensions are subject to variation due to actual build conditions. All dimensions and areas shown should be verified prior to final execution. This plan is preliminary and subject to change without notice. 10/1/84

BRIDGEWATER
MARKETPLACE
WESTFIELD, CT

Drawn By:	ern	CHKD:	
Date:	02/26/2021	Scale:	AS NOTED
DEVELOPMENT PLAN			
Project No.	4014	DP	46





ENLARGED SITE PLAN
Scale: 1" = 20'

KITE
REALTY GROUP

30 S. MERIDIAN STREET
SUITE 1100
INDIANAPOLIS, IN 46204
PHONE 317-577-5600
FAX 317-577-5605



SITE DATA	
Parcel	25,966 SF
Total G.A.	25,966 SF
Parking	133
Parking Ratio	5.12 V.1,000
Customer's Proposed	4,613 SF
Parking	83
Parking Ratio	17.59 V.1,000
Available	
Primeval School	3,222 SF
11,103 SF	
Out Lot Average	8.43 AC
Site Average	12.29 AC
Total Paving	20.71 AC
Center Average	

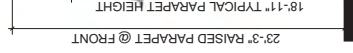
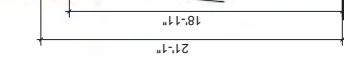
NOTES: Reprovisions with this cover sheet and other notations are in the project. All dimensions are subject to change as the project evolves. All dimensions are subject to change as the project evolves. All dimensions are subject to change as the project evolves. All dimensions are subject to change as the project evolves.

**BRIDGEWATER
MARKETPLACE
WESTFIELD,
INDIANA**

Drawn By:	eam	CHKD:	
Date:	03/24/2021	Scale:	AS NOTED
Project No:	4014	DP	46A

EXHIBIT C
BUILDING ELEVATIONS

The “Building Elevations” appear on the following page of this Amendment.

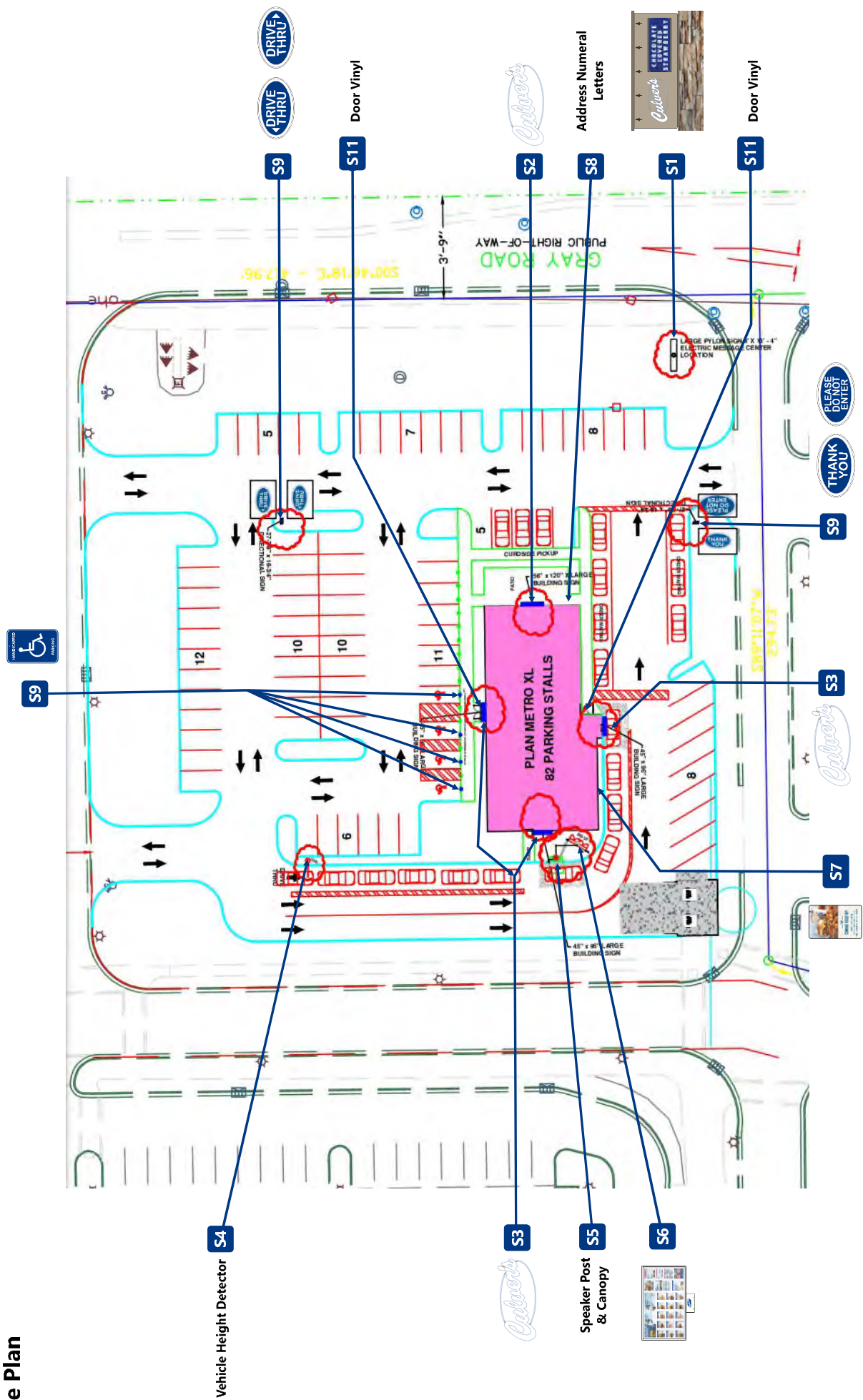


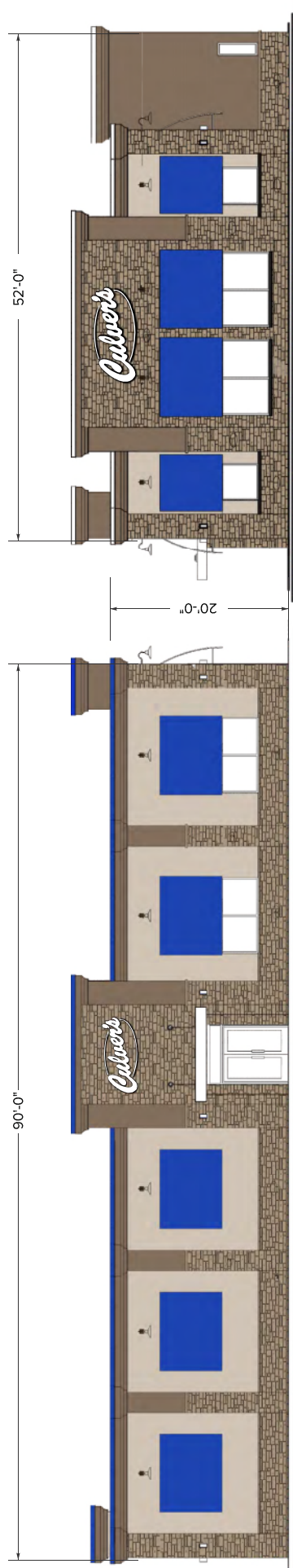
REPRESENTATION	MATERIAL	COLOR
COPING	UNGLAZED	"MEDIUM BRONZE"
EIFS "CORNICHE" AND TOWER PIERS		"TREE BRANCH" SW 7525
EIFS ABOVE SILL		"TONY TAUPE" SW 7038
AWNING CANVAS (BY OTHERS)		"ROYAL BLUE" 4617
THIN BRICK "BROOKSHIRE" ACME BRICK (AT FRONT & DRIVE THRU TOWERS)		"DOVE GRAY" BRICK
MFG'D STONE w/ STONE SILL TRIM		"ASHFALL" COUNTRY LEDGESTONE (BORAL)

EXHIBIT D
SIGN DETAILS

The “Sign Details” appear on the following six (6) pages of this Amendment.

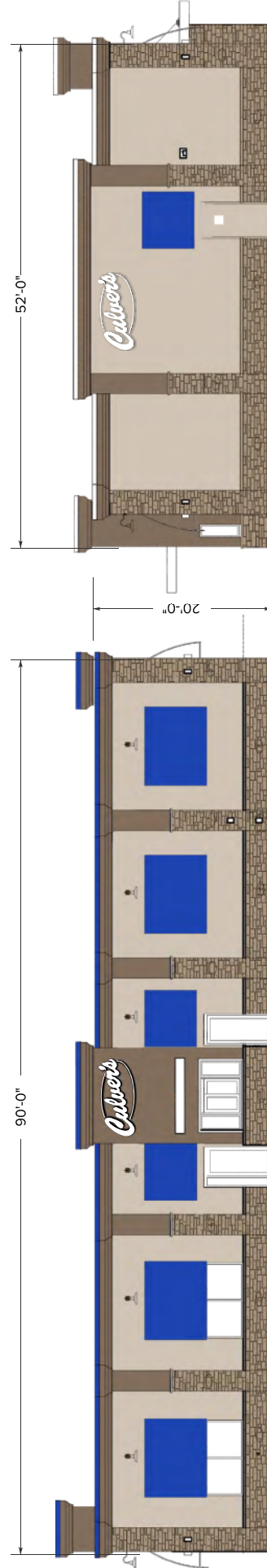
Site Plan





S3 North | SL-30 | Sq. Ft. = 29.96'

S2 East | SL-45 | Sq. Ft. = 46.77'



S3 South | SL-30 | Sq. Ft. = 29.96'

S3 West | SL-30 | Sq. Ft. = 29.96'

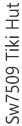
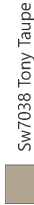


SI

Custom Illuminated Monument sign

New monument to be installed.

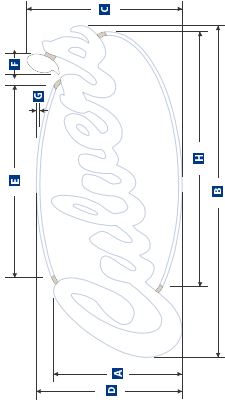
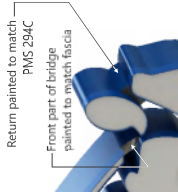
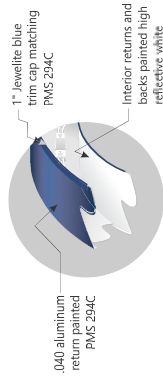
Paint Specifications



Cultured Stone by Boral
Style : Country LedgeStone / Color : Aspen

Letterset Recommendation (Qty. 2)

	A	B	C	D	E	F	G*	H	SF
SL-14	2'-1 15/16"	5'-7"	2'-7 3/8"	2'-5 1/2"	3'-2 15/16"	4 3/16"	3/4"	4'-3 9/16"	14.60



Scale: 1/2" = 1'

Drawing #
OE

C69133-1
139366

Address: 14611 St E and Gray Road
City/ST: Westfield, IN

Date: 03/02/21
Designer: PB
PM: MC

File Location:
Drive/Clients/
STND
CS1M
AS CR EN

Revisions:
Revised specs & dims - KB - 3/11/21
X
X
X
X
X
X

UL Underwriters Laboratories, Inc.
Sign components to be in strict UL compliance

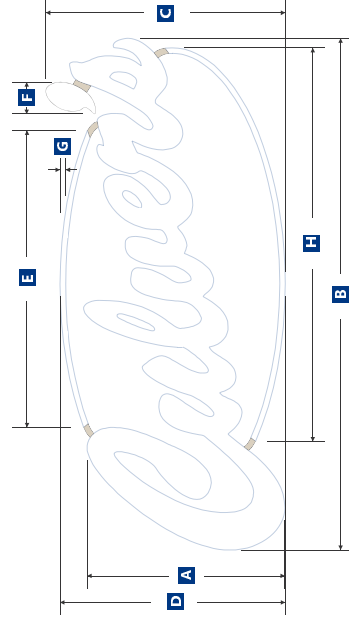
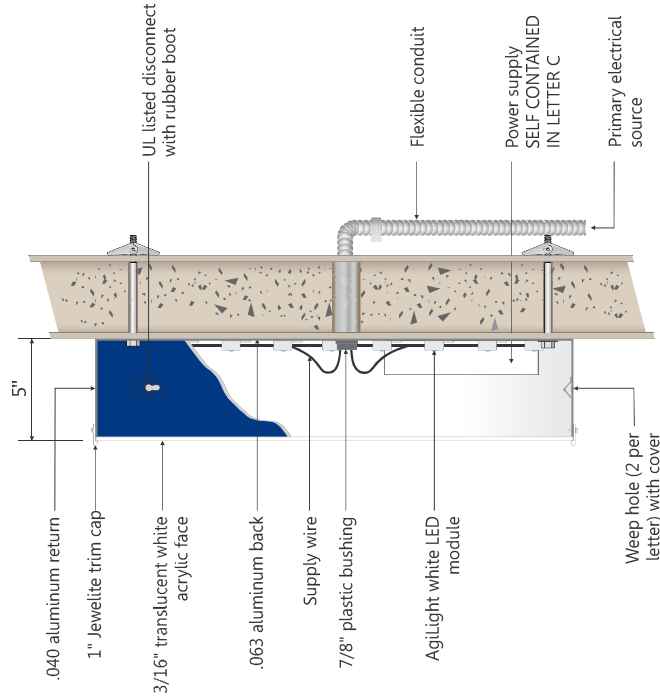
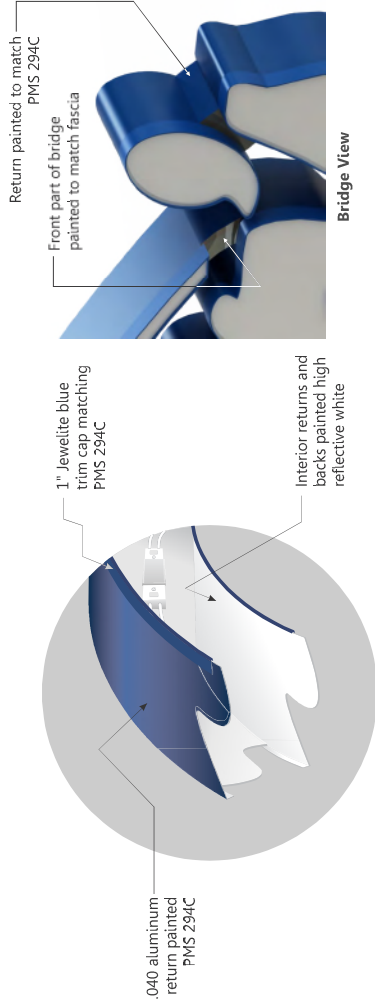
All dimensions are imperial unless specified metric. Items with a metric are a minimum printed on an 11x17 sheet.



S2

Illuminated Letterset - SL-45 (Qty.1)

Install new S/F, remote mount illuminated letters.



SL-45		A	B	C	D	E	F	G*	H	SF
		3'-10 3/8"	10'-0"	4'-8 1/8"	4'-4 13/16"	5'-9 11/16"	7 1/2"	1 5/16"	7'-8 5/16"	46.77

Drawing #

C691B3

OE

Address: 14611 St E and Gray Road

City/ST: Westfield, IN

Date: 03/02/21

Designer: PB PM: MC

Revisions:

X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X

File Location:	STND	CR	BN
Draw/Clients/	CSIM		
	AS	CR	BN

All dimensions are imperial unless specified metric. Items are to be in accordance with the drawing. Sign components to be in strict UL compliance.



Underwriters Laboratories, Inc. Sign components to be in strict UL compliance.

X	X	X	X	X	X	X	X	X	X
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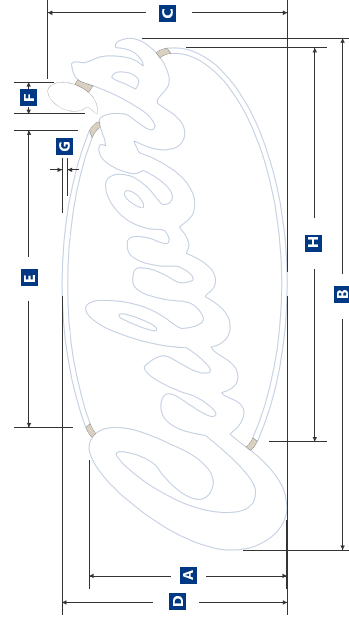
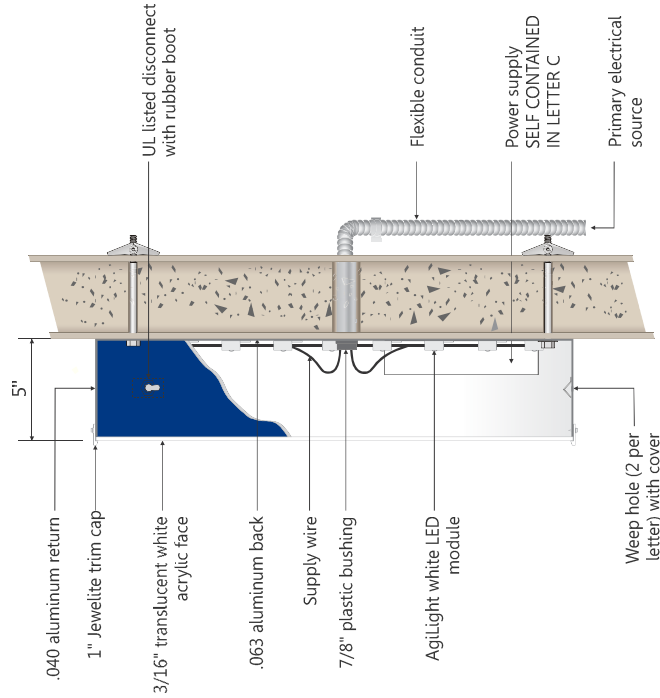
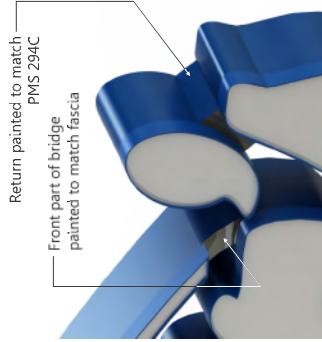
139366



S3

Illuminated Letterset - SL-30 (Qty.3)

Install new S/F, remote mount illuminated letters.



*Weighted artwork is required to accommodate swoosh illumination on smaller sizes.

	A	B	C	D	E	F	G*	H	SF
SL-30	3'-1 1/8"	8'-0"	3'-9"	3'-6 1/4"	4'-7 3/4"	6"	1 1/16"	6'-1 13/16"	29.96

Drawing #

C691B3

OE

Address: 146th St E and Gray Road

City/ST: Westfield, IN

Date: 03/02/21

Designer: PB PM: MC

Revisions:

X	X	X	X	X	X	X	X	X	X
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File Location:	STND	CR	BN
Draw/Clients/	CSIM		
	AS	△	CR

Underwriters Laboratories, Inc. Sign components to be in strict UL compliance

All dimensions are imperial unless specified metric. Items are to be in strict UL compliance. Printed on an 11x17 sheet.





S6

MB-DT-46 Drive Thru Menu Board

Install new S/F; direct set Culver's drive thru menu board as shown in site plan.



Sign exterior painted Matthews N202 White or equivalent



Decal applied directly to base



LEFT SIDE ELEVATION
scale | 1/2" = 1'

FRONT ELEVATION
scale | 1/2" = 1'

RIGHT SIDE ELEVATION
scale | 1/2" = 1'

Drawing # C691B3
OE 139366

Address: 146th St E and Gray Road
City/ST: Westfield, IN

Date: 03/02/21
Designer: PB PM: MC

File Location: Drive/Client/
AS AS CR EN

Revisions:
X X
X X
X X
X X

X X
X X
X X
X X

UL Underwriters Laboratories, Inc. Sign components to be in strict UL compliance

All dimensions are imperial unless specified metric. Items are to be installed in a minimum 11x17 sheet.





Inspirational Imagery - Senior Living



Office Elevation
Scale: 1" = 16'



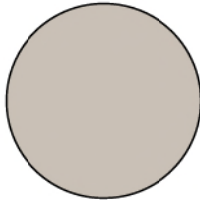
Concept Imagery



Limestone Block



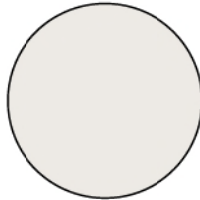
Brick



Metal Panel & Windows



Metal Panel & Windows



Metal Panel & Windows



Wood Slats

EXHIBIT F2

The “Area B Character and Quality” exhibit appears on the following two (2) pages of this Ordinance.

WORK

The trend for America's workspaces is reconnecting people with nature. Our vision is to provide a micro office campus park with walkable green spaces interconnecting with the Natalie Wheeler and Monon Trails. This concept will flow from the campus into the buildings by providing natural light, water features, and natural material surfaces and details. All with an overarching commitment to environmental conservation and sustainability.





WORK





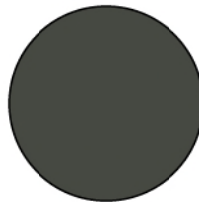
Retail Buildings
Scale: 1" = 16'



Concept Imagery



Brick



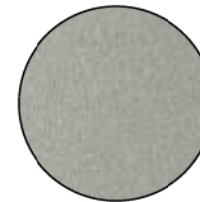
Windows & Canopy



Wood Slats



Brick



Metal Roof &
Storefront



Canvas Awning

Concept Elevation

EXHIBIT G2

The “Area C Character and Quality” exhibits appear on the following two (2) pages of this Ordinance.

PLAY

Our concept will provide a warm, traditional welcome with modern, natural and comfortable accommodations in a contemporary setting. It's about quality and comfort that's practical, efficient and innovative. But our vision will focus on what is becoming important to us all: a commitment to the environment and to create places for living – bringing both locals and visitors together.





PLAY





Inspirational Imagery - Hospitality



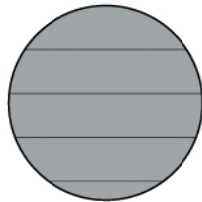
Residential Elevation
Scale: 1" = 16'



Concept Imagery



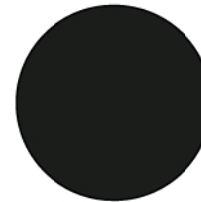
Brick



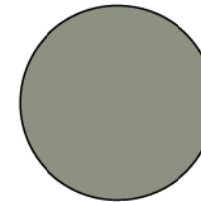
Trim & Siding



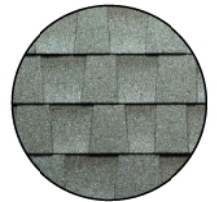
Columns & Brackets



Windows & Doors



Metal Roof



Asphalt Shingle

Concept Elevation



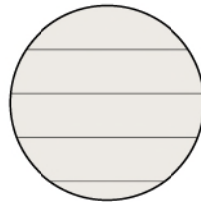
Residential Elevation
Scale: 1" = 16'



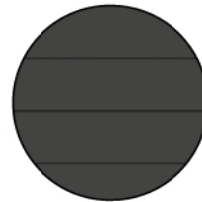
Concept Imagery



Brick



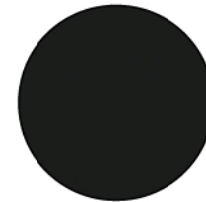
Trim & Siding



Fascia & Accent Bays



Columns & Brackets



Windows & Doors

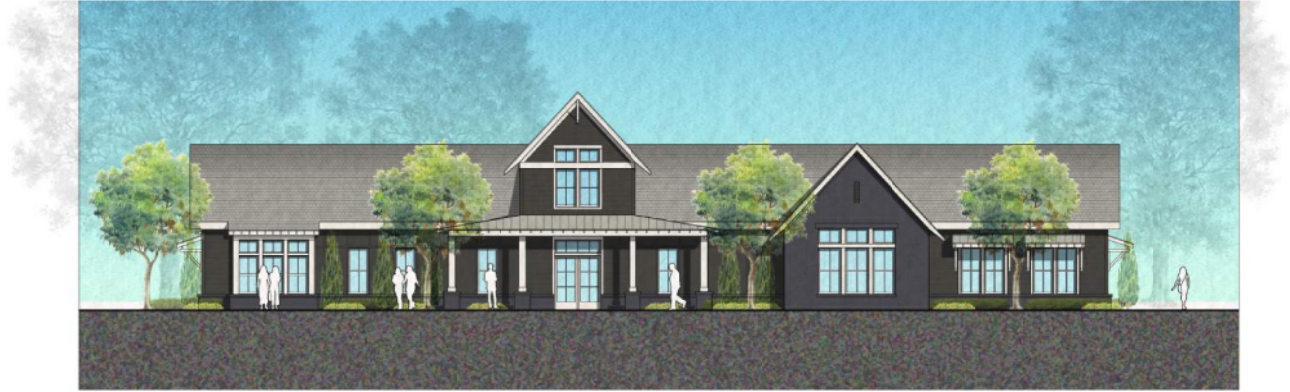


Asphalt Shingle

Concept Elevation



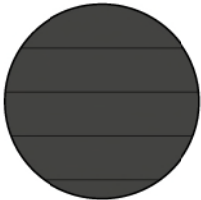
Concept Imagery



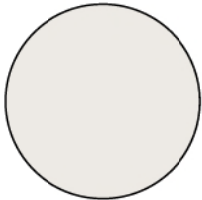
Clubhouse Elevation
Scale: 1" = 16'



Brick



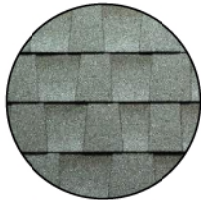
Siding



Fascia & Trim



Metal Roof



Asphalt Shingle



Garage Elevation
Scale: 1" = 16'

EXHIBIT I2

The “Area E Character and Quality” exhibits appear on the following two (2) pages of this Ordinance.

LIVE

Lantern Commons will offer a range of residential housing options to meet the needs of the community. 3-story garden style walk ups will include one, two, and three-bedroom spacious floor plans with a modern farmhouse sophistication. Residential buildings will frame the street while front door stoops open out to the sidewalk. On-street parking, landscaping and street trees will come together to create a great residential street experience. Residents can come together with their neighbors through a series of programmed open spaces, walking trails, clubhouse and pool.

Proposed Senior Living will be comprised of independent living residencies, assisted living suites, and skilled nursing memory care units. The facility will utilize approximately 200,000 square feet and will offer an extensive social environment and amenities program for the senior residents to enjoy.





LIVE



Inspirational Imagery - Residential



Concept Plan



Westfield City Council Report

Ordinance Number:	21-04
APC Petition Number:	2102-PUD-04
Petitioner:	Front Street Partners, LLC by Church, Church, Hittle + Antrim
Requested Action:	A change of zoning for 60.74 acres +/- from the GB-PD: General Business/Planned Development District to Lantern Commons Planned Unit Development (PUD) District.
Current Zoning:	GB-PD: General Business/Planned Development District with Zoning Commitments (Ord. 07-36)
Current Land Use:	Undeveloped
Acreage:	60.74 acres +/-
Exhibits:	1. Department Report & APC Certification 2. Location Map 3. Proposed Ord. 21-04 (clean) 4. Concept Plan 5. Area A Character Exhibit 6. Area B Character Exhibits 7. Area C Character Exhibits 8. Area D Character Exhibit 9. Area E Character Exhibits 10. Area E Transition Exhibit 11. Open Space Plan 12. Site Elements 13. Gateway Options 14. Proposed Ord. 21-04 (redlined text only, pre- recommendation) 15. Permitted Uses Areas A – D (redlined pre- recommendation) 16. Petitioner’s Response to Issue List 17. Updated Narrative Statement 18. Neighbor Meeting Summary 19. Ord. 07-36 Lantern Commons Zoning Commitments 20. Public Comments

Staff Reviewer: Pam Howard, Senior Planner

PETITION HISTORY

This petition was introduced at the [January 11, 2021](#), City Council meeting. The petition received a public hearing at the [February 1, 2021](#), Advisory Plan Commission (the “Plan Commission”) meeting.

The petitioner is held a neighbor meeting on January 28, 2021. A summary this meeting has been provided by the petitioner and included as [Exhibit 18](#).

PROJECT OVERVIEW

Location: This subject real estate is approximately 60.74 acres in size and is located at the northeast corner of US 31 and 161st Street (see [Exhibit 2](#)). The Property is currently zoned GB-PD: General Business/Planned Development District, with an approved set of Zoning Commitments ([Ord. 07-36](#)). Adjacent zoning districts include SF2 to the North, AG-SF1 and the Lantern Park PUD to the east, LB to the South, and EI and the Indy Hebrew Congregation PUD to the west. Adjacent land uses include Single-Family Residential to the north, east, southeast, and southwest and a corporate headquarters is being built directly south. The west side of US 31 include existing enclosed industrial uses as well as a cemetery.

Project Description: The petitioner is requesting a change in zoning from the GB-PD District to the Lantern Commons PUD District to accommodate a mixed-use development, as described in the Petitioner’s Narrative (see [Exhibit 17](#)).

ORDINANCE DETAILS

Repeal of Previous Zoning and Commitments: The proposed ordinance includes language which repeals [Ordinance 07-36](#) and the related Commitments that were previously applicable to the Property.

Definitions: As Proposed, the PUD Ordinance includes two definitions that are not present in the UDO: Westfield Boulevard and Natalie Wheeler Trail.

Concept Plan: The proposed ordinance incorporates a Concept Plan (see [Exhibit 4](#)) which divides the Real Estate into 5 areas for development. Additionally, the Concept Plan allows for additional land, that is currently part of the US 31 ROW, to be added to the PUD in accordance with the UDO Article 2.8(F).

Underlying Zoning: As proposed, the PUD Ordinance assigns GB: General Business District as the underlying zoning district for Areas A, B, C, and D. The proposed underlying zoning district for Area E is MF2: Multi-family Medium Density District.

Permitted Uses Areas A, B, C, and D: The proposed ordinance defaults to the underlying zoning district of GB, while also permitting some additional uses and prohibiting some uses permitted by the UDO. The chart below shows the permitted uses for each area (*italicized uses are added uses per the PUD and would not be permitted by underlying zoning*).

<u>Use</u>	<u>Area A</u>	<u>Area B</u>	<u>Area C</u>	<u>Area D</u>
Office (General, Medical, Professional)		*	*	*
School, Fine Arts or Commercial		*		
School, Professional Trade or Business		*		
Educational institution, without dormitory accommodations	*	*		
Religious Institution	*	*		
Club (Civic or Private)		*		
Development Amenities	*	*	*	*

Commercial Recreational Facility		*	*	*
Theatre, indoor			*	*
Data processing / call centers		*		*
Temporary Use and event		*	*	*
<i>Assisted Living</i>	*	*		
<i>Hospice</i>	*	*		
<i>Nursing Home</i>	*	*		
Health, fitness, and exercise facility		*	*	
Hotel or Motel			*	*
Restaurant, (Sit down, Specialty, Takeout and Deli-style)			*	*
Retail (Low and Medium intensity)			*	
<i>Grocery (up to 25,000 SF in floor area)</i>		*	*	
<i>Farm Stand</i>			*	
<i>Furniture Store (up to 25,000 SF in floor area)</i>			*	

Permitted Uses Area E: The proposed ordinance defaults to the underlying zoning district of MF2 in regards to permitted uses.

General Regulations for Areas A, B, C, and D: As proposed, the PUD ordinance defaults to the general regulations for the GB District, with the exception of the standards outlined below:

Setbacks: The PUD ordinance proposes only district perimeter setback requirements , as outlined below for each area. There would be no setback requirements internal to the development.

- Area A: fifty (50) feet from north property line, fifteen (15) feet from the west easement boundary of the Natalie Wheeler Trail.
- Area B: fifty (50) feet from the west easement boundary of the Natalie Wheeler Trail.
- Area C: fifteen (15) feet from south property line and the west easement boundary of the Natalie Wheeler Trail.
- Area D: fifty (50) feet from north property line, fifteen (15) feet from the south and west property lines.

Maximum Building Height: As proposed, the PUD ordinance alters the sixty (60) foot maximum permitted by the Underlying Zoning for each area as follow:

- Area A: Two (2) stories if within seventy-five (75) feet of the north property line, three (3) stories everywhere else
- Area B: Three (3) stories
- Area C: Two (2) stories
- Area D: No maximum

General Regulations for Area E: The table below outlines the proposed lot standards as compared to the UDO's requirements for MF2 lots (the proposed underlying zoning district).

	AREA E	UDO (MF2)
Max. Density	None proposed	10 units per acre
Max. Dwelling Units per Structure	None proposed	10
Max. Number of Dwelling Units	325 with current land, 375 if additional land is incorporated	150 per project or district
Min. Living Area	600 SF	650 SF
Min. Road Frontage	70'	70'
Min. Front Yard Setback	None proposed	30'
Min. Side Yard Setback	None proposed	12'
Min. Rear Yard Setback	None proposed	20'
Project Perimeter Setback	50' along west perimeter 200' along north perimeter, landscaping, mounding a fencing require in this area per Area E Transition Exhibit (see Exhibit 8)	1:3 Proximity Slope
Max. Building Height	Three (3) stories	45'
Min. Distance Between Buildings	15'	20'

Overlay Districts: The proposed ordinance exempts the Property from the standards of the US 31 Overlay District, while applying the Architectural Design Requirements of the SR 32 Overlay to Areas A, B, C, and D.

Development Standards: As proposed, the PUD Ordinance establishes alternative development standards from the UDO. The development standards of note are briefly highlighted below:

Accessory Use and Building Standards: The proposed ordinance modifies Article 6.1(H)(2) of the UDO which prohibits dumpster enclosures in Established Front Yards, by permitting them in the Established Front Yard of Westfield Boulevard only.

Architectural Standards: The proposed PUD Ordinance defaults to the UDO's multi-family architectural standards for (Article 6.3(E)) for Area E; with the exception of reducing the minimum masonry requirement to forty percent (40%), from the seventy-five percent (75%) required by the UDO. The proposed PUD Ordinance exempts Areas A, B, C, and D from the Architectural Standards of UDO Article 6.3, instead applying the SR 32 Overlay Standards as discussed in the previous section. Additionally, the PUD Ordinance incorporates two sets of Character Exhibits for some of the areas (see **Exhibits 5-9**). In addition to complying with the Overlay, buildings in Areas B, C, and E will be required to be constructed in substantial compliance with the first Character Exhibit for those areas (labeled as Building Elevation Exhibits F1, G1, and I1 in the Proposed Ordinance). The second page Character Exhibits for these areas (labeled as Character and Quality Exhibits F2, G2, and I2 in the proposed ordinance), along with the Character Exhibits for Areas A and D, are conceptual and intended to further illustrate the anticipated character of the proposed improvements.

Parking and Loading Standards: As proposed, the PUD Ordinance defaults to the Parking and Loading Standards of the UDO, with the following modifications:

Size of Parking Spaces: As proposed, the PUD Ordinance would permit up to twenty percent (20%) of the required parking spaces to be 8' x 18' to accommodate compact cars. The UDO does not have an equivalent standard, and requires all spaces (with the exception of parallel parking) to be 9' x 18' in size.

Number of Parking Spaces: The proposed PUD Ordinance reduces the number of required parking spaces for multi-family uses in Area E to 1.5 per Dwelling Unit, from the 2 per Dwelling Unit required by the UDO. This is consistent with other approved multi-family projects. Parking space requirements for all other uses would be determined by the Director based upon data supplied by the applicant during the Detailed Development Plan process. This is consistent with the UDO for some (mainly retail) uses, however the UDO does outline specific requirements for certain uses (including office and restaurant uses), which could be waived by this standard.

Landscaping Standards: The PUD Ordinances proposes alternative standards for screen of multi-family parking areas. Parking areas visible from Streets or perimeter lot lines would be screened by either walls, solid materials, and/or a solid evergreen screen with a combination of trees and shrubs, the UDO would require both a wall/other solid material and landscaping. The proposed ordinance would require an evergreen screen with a combination of trees and shrubs in areas where parking spaces are located within ten (10) feet of residential uses, this is also permitted by the UDO.

Open Space and Amenity Standards: The proposed Ordinance modifies some of the UDO standards for multi-family projects. First, the ordinance proposes requiring at least one (1) amenity per forty (40) dwelling units. This would result in 10 or more amenities if the development is built with the maximum number of units permitted (with the additional land, 9 without). The UDO does state amenity requirements for development over 150 units. Additionally, the proposed ordinance adds the following additional qualifying amenities: dog park, pet spa, community garden, a bocce court, and the amenities listed in the Open Space Plan (see **Exhibit 11**).

Infrastructure Standards: As proposed, the PUD Ordinance defaults to the City's Construction Standards and the UDO, unless otherwise approved by the Public Works Department. Additionally, the proposed ordinance includes a Site Elements Exhibit and a Gateway Options Exhibit (see **Exhibits 12 & 13**, respectively), which show elements that could be installed with approval by the city.

CHANGES SINCE THE PUBLIC HEARING (PRIOR TO RECOMMENDATION)

The Petitioner has incorporated several changes to the text and exhibits of the proposed ordinance since the February 1, 2021, Public Hearing. These changes can be seen in the Redlined Ordinance (see **Exhibit 14**), and are discussed in the Updated Project Narrative (see **Exhibit 17**).

Substantive changes to the ordinance include:

- The addition of a standard which repeals the previous zoning and related commitments contained in **Ord. 07-36**.
- Removal of all referenced to a Multi-story Parking Garage, including definition, use permission, and related standards
- Addition of a definition for Natalie Wheeler Trail
- Removal of the permission for the district areas to change in size
- Reducing the permitted uses, and incorporating a chart which show the uses permitted in Areas A through D, a redline of the permitted uses for Areas A – D can be found in the **Exhibit 13**.

- Updating the required perimeter setback for each business district, many of which now differ based on property line
- Updating the business district height standards, included limiting the height within 75' of the north property line on Area A
- Reducing the number of dwelling units permitted in Area E
- Requiring a larger buffer, with specific fence, mound, and landscaping requirements along the north property line in Area E
- Updated Character Exhibits and stronger language requiring substantial compliance with the first set of images
- Incorporation of an Open Space Plan, Site Elements Exhibit, and Gateway Options Exhibit, with requirements for substantial compliance subject to all City approvals

COMPREHENSIVE PLAN

The Westfield-Washington Township Comprehensive Plan identifies the “Employment Corridor” land use as the appropriate land use for the Property; the Employment Corridor land use is described in detail in the Highway Corridors section. The Highway Corridors section proposes office and service uses, research and development, and retail and institutional uses that are subordinate to and supportive of the office and service uses. Development Policies for Highway Corridors are located on p. 53 of the [Comprehensive Plan](#). The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

Thoroughfare Plan: The following corridors are impacted by the development of the Property: (i) Primary Arterial 1: US 31, (ii) Primary Arterial 2: 161st Street (iii) Secondary Arterial: Union Street, (iv) Proposed Secondary Arterial: Westfield Boulevard, (v) Proposed Local: other proposed streets internal to the development, and (vi) Alternative Transportation Plan: perimeter pathways along perimeter streets and sidewalks along internal streets.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the [February 1, 2021](#), Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission’s Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the [January 11, 2021](#), City Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its [April 5, 2021](#), meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed), with the following conditions:

1. Removal of Hospital (major) and Heliports as permitted uses for Area D;
2. Removal of Tavern (or Nightclub) as a permitted use in Area C;
3. Remove the open space reduction (Section 8.5(A));
4. Incorporate additional illustrative exhibits for the commercial areas;
5. Incorporate elevations for the garage structures in the multi-family area.

These conditions have been satisfied by the following:

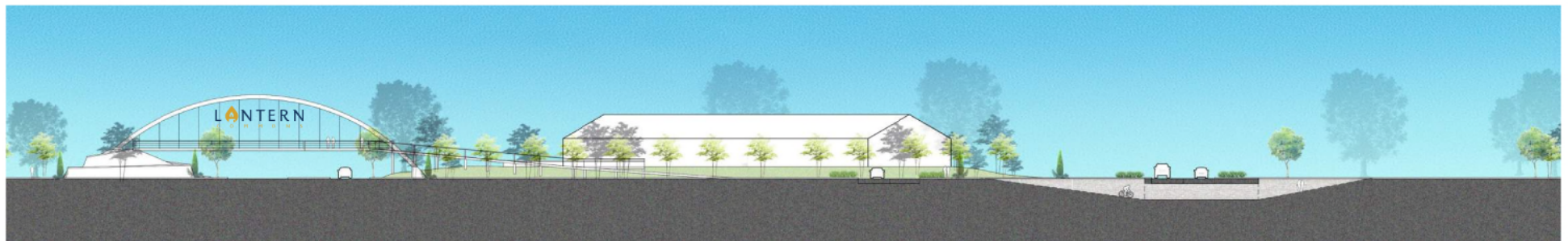
1. Removal of the Hospital (major), Heliports, and Tavern (or Nightclub) from the Permitted Use Table (Exhibit C of Ord. 21-04);
2. Removal of the open space reduced that was Section 8.5(A) in previous versions of Ord. 21-04;
3. The addition of Character and Quality images for Area A (Exhibit E of Ord. 21-04); and
4. The addition of elevations for the garage structures for Area E (final page of Exhibit I1 of Ord. 21-04)

City Council

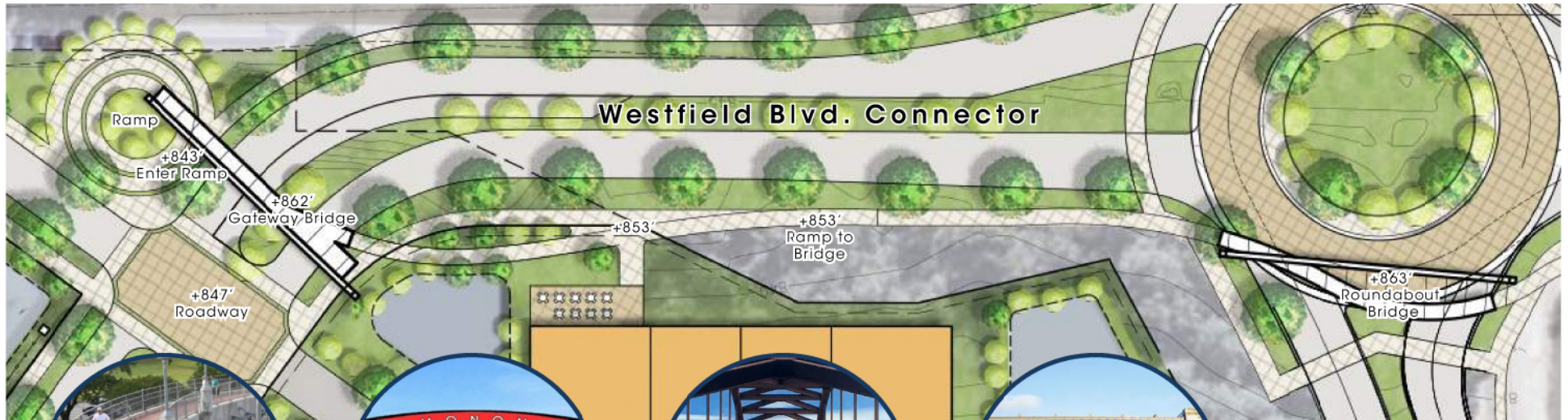
Introduction:	January 11, 2021
Eligible for Adoption:	April 12, 2021
Submitted by:	Pam Howard, Senior Planner Community Development Department



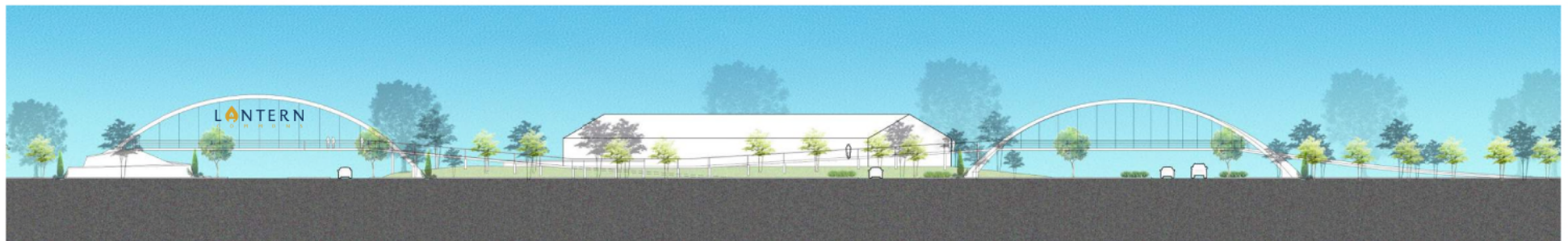
Greenway Bridge Concept Plan
Scale: 1" = 50'



Greenway Bridge Concept Elevation
Scale: 1" = 50'



Greenway Bridge Concept Plan
Scale: 1" = 50'



Greenway Bridge Concept Elevation
Scale: 1" = 50'

Gateway - Option B



Gateway Arch Concept Plan
Scale: 1" = 50'



Gateway Arch Concept Elevation
Scale: 1" = 20'



Gateway - Option C



Open Space Plan

WRITTEN PUBLIC COMMENTS

Docket Number: 2102-PUD-04
Petitioner: Front Street Partners, LLC by Church, Church, Hittle + Antrim
Request: Change of zoning for 60.74 acres +/- from the GB-PD: General Business/Planned Development District to Lantern Commons Planned Unit Development (PUD) District.

Enclosed Attachments:

April 12, 2021, Adoption Consideration

1. Hinshaw, Elaine	01/11/2021
2. Gregory, Mark & Debbie	01/22/2021
3. Marcum, Jeff & Deborah	01/25/2021
4. Kienholz, Jan	01/25/2021
5. Behan, Lou Ann	01/25/2021
6. Marcum, Jeff & Deborah	01/29/2021
7. Behan, Lou Ann	01/29/2021
8. Norris, Nicole	01/29/2021
9. Agee, Greg	01/30/2021
10. Hinshaw, Elaine	01/31/2021
11. Bowman, Bruce & Mindy	01/31/2021
12. Huber, Martha	02/01/2021
13. Sommer, Joel & Heather	02/01/2021
14. Christianson, John & Gwenn	02/01/2021
15. Reed, Jennifer & Sherer, Eric	02/01/2021
16. Marcum, Jeff & Deborah	02/01/2021
17. Hinshaw, Elaine	02/01/2021
18. Gapinski, Angela	02/01/2021
19. Sommer, Joel & Heather	02/01/2021
20. Tatum, Suzanne & Randall	02/18/2021
21. Marcum, Jeff & Deborah	04/03/2021
22. Kienholz, Jan	04/04/2021
23. Behan, William & Lou Ann	04/05/2021
24. Hinshaw, Elaine	04/05/2021

25. Norris, Nicole

04/05/2021

26. Christianson, John

04/05/2021

Pamela Howard

From: Cindy Spoljaric
Sent: Monday, January 11, 2021 4:17 PM
To: planners
Subject: Fwd: Follow up on recent phone conversations re: Development Being Proposed on Agenda 1-11-21

To be included in Lantern Commons petition...
Thank you.
Cindy

Cindy Spoljaric
Westfield City Council, At Large
317-695-6673
Cspoljaric@westfield.in.gov

Begin forwarded message:

From: ELAINE <e_hinshaw@msn.com>
Date: January 11, 2021 at 3:05:10 PM EST
To: Cindy Spoljaric <cspoljaric@westfield.in.gov>, Jake Gilbert <jgilbert@westfield.in.gov>
Cc: Joe Edwards <jjedwards@westfield.in.gov>, Mike Johns <mjohns@westfield.in.gov>, Scott Frei <sfrei@westfield.in.gov>, Troy Patton <tpatton@westfield.in.gov>
Subject: Follow up on recent phone conversations re: Development Being Proposed on Agenda 1-11-21

Warning: This external email is from e_hinshaw@msn.com. Do not click on unexpected or untrusted links and attachments.

Ms. Cindy Spoljaric, Mr. Jake Gilbert;

I appreciated speaking with you both recently about potential development of the NW corner at Union and 161st Street.

It is **extremely important** to emphasize that tax paying residents' opinions should carry as much or more weight than developers. It has felt to me and I believe for many Westfield residents as if developments get tacit approval from the "powers that be" before the resident stakeholders are even informed of a project. The way that I found out about this project is that I saw surveyors working and I began to inquire and to ask questions! Therefore, I would like to memorialize some points that I made during our conversation.

- Desire to be certain that there is not a connecting road that utilizes Woodside Drive which is and has been a cul-de-sac since the build-out of the quiet neighborhood (homes are on half acre lots with mature trees) beginning some 50 years ago.
- Woodside Drive residents should be able to meet to discuss concerns, desires with developers and City Council members prior to any approval of any developer's plans.

- An abundance of buffering should be considered to protect Woodside Drive residents as well as other homes in close proximity.
- The entire 60+ acres are a sizeable piece of rolling property full of wildlife and trees. There is less and less of this type of undeveloped acreage left in Washington Township. It deserves MUCH careful consideration and a well thought out plan before development. It shouldn't be filled with a developer's design to turn a quick profit nor the City's desire to obtain quick revenue.
- More personally, I related that the NW corner 40 acres of this property have an emotional tie as it was there that 4 generations of my family lived on the farm until 1970 when it was sold to a landscape nursery. At the time of the sale, there was an 1836 farmhouse on the property that was rented out by the nursery owner until it was used as a "practice" burn and subsequently completely demolished by the City in the early 1990's. The farmhouse appeared in the 1992 Interim Report of Hamilton County Historic Residences.
- I reject the notion that "old Westfield" residents just don't like change. NOT TRUE. Change is inevitable. But change that favors developers over the residents or just brings in a quick buck is not what Westfield needs. There always needs to be a carefully considered balance between the demands of development and those of the residents.

I like this quote from a new article from the early 1900's. I hope some of it holds true today: "Westfield was laid out in May 1834 by Quakers. The stability they gave the town in the old days is its charm today. It has never been a place where the alleged political policy of the dollar before the man, or commercialism before the soul has been the paramount issue"

Thank you for your time and your consideration.
Elaine Hinshaw

Sent from [Mail](#) for Windows 10

Pamela Howard

From: Kevin M. Todd, AICP
Sent: Friday, January 22, 2021 5:40 PM
To: Scott Willis
Cc: Pamela Howard
Subject: RE: Lantern Commons Development

Thanks, Scott!

We'll add this to the public comments, which will result in a consolidated issue list for the developer to address throughout the process.

Thanks and have a great weekend!

Kevin M. Todd, AICP | Director

Community Development | 2728 East 171st Street | Westfield,
IN 46074

ktodd@westfield.in.gov | 317-379-6467

[Need to send me a file over 25MB?](#)



From: Scott Willis
Sent: Friday, January 22, 2021 4:03 PM
To: Mark Gregory <mark.gregory@comcast.net>; Cindy Spoljaric <cspoljaric@westfield.in.gov>; Troy Patton <tpatton@westfield.in.gov>; Kevin M. Todd, AICP <ktodd@westfield.in.gov>; Eric M. Douthit <edouthit@cchalaw.com>; Matthew S. Skelton <mskelton@cchalaw.com>
Cc: cindyarmour@armourproperty.com; mt nest322@gmail.com; wabehan@gmail.com; marthajhuber@gmail.com; jenlawr@iu.edu; markalbright@sbcglobal.net
Subject: Re: Lantern Commons Development

Kevin,

Please see below for questions on the Lantern Commons Development coming before APC in the coming weeks. Any information you can provide on this would be helpful.

Thank you.

Scott A. Willis

Westfield City Council, District 1

swillis@westfield.in.gov

(317) 431-6961

From: Mark Gregory <mark.gregory@comcast.net>

Sent: Friday, January 22, 2021 3:57 PM

To: Scott Willis; Cindy Spoljaric; Troy Patton

Cc: cindyarmour@armourproperty.com; mtnest322@gmail.com; wabehan@gmail.com; marthajhuber@gmail.com; jenlawr@iu.edu; markalbright@sbcglobal.net

Subject: Lantern Commons Development

Warning: This external email is from mark.gregory@comcast.net. Do not click on unexpected or untrusted links and attachments.

As Lantern Park residents we are writing to express our concerns and questions regarding the development of Lantern Commons. While we understand that development is going to continue in Westfield, we are concerned about over-development in our community and the potential for damage to property values that can result.

Setting that aside, here the issues that we would like to see addressed if this development moves forward:

1. How will this development impact the construction of the planned traffic circle at the Union and 161st Street intersection?
2. There currently parcels of farm land on 161st street that are for sale and which will likely become single family homes, delay in the construction of traffic circle will exacerbate the traffic problems if new homes are added.
3. Traffic on 161st street is already very heavy westbound in the mornings and eastbound in the afternoon/evening, how will the construction traffic and subsequent increased traffic into the development be accommodated?
4. Current construction of the SEP Headquarters south of that site has resulted in the Natalie Wheeler Trail being covered with gravel which makes it very difficult to cross the truck entrance either on bicycle or on foot. We would like it if the developer were required to maintain safe access to the trail throughout construction.



5. It is not clear to us if the intersection of Union Street and the so-called Westfield Connector (just north of the 161st street intersection, see red circle above) is a two way stop or 4 way stop or what. It would seem that the city should require all of those intersections within the development to be constructed as traffic circles or the traffic circle at 161st street and Union Street seems pointless.
6. We are concerned about the traffic flow north and south bound on Union Street north of the 161st Street intersection and how this Westfield Boulevard connector would disrupt that flow.
7. We would like to understand where this Westfield Boulevard Connector would eventually be connected, will it go all the way to 169th Street and Poplar (behind Tom Roush Mazda)? Aren't there homes in the way of that route?

Respectfully,

Mark and Debbie Gregory

16159 Morning Drive

Westfield

Pamela Howard

From: Kevin M. Todd, AICP
Sent: Monday, January 25, 2021 1:18 PM
To: Pamela Howard
Subject: FW: Our concerns about the proposed Lantern Commons development

Kevin M. Todd, AICP | Director

Community Development | 2728 East 171st Street | Westfield,
IN 46074

ktodd@westfield.in.gov | 317-379-6467

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SHOP & DINE LOCAL

westfieldwelcome.com

From: jeff@themarcums.com <jeff@themarcums.com>
Sent: Monday, January 25, 2021 12:39 PM
To: Scott Willis <swillis@westfield.in.gov>; Cindy Spoljaric <cspoljaric@westfield.in.gov>; Troy Patton <tpatton@westfield.in.gov>; Kevin M. Todd, AICP <ktodd@westfield.in.gov>
Cc: Jan Kienholz <mtnest322@gmail.com>; wabehan@gmail.com; marthajhuber@gmail.com; jenlawr@iu.edu; markalbright@sbcglobal.net
Subject: Our concerns about the proposed Lantern Commons development

Warning: This external email is from jeff@themarcums.com. Do not click on unexpected or untrusted links and attachments.

To Westfield Council Members and City Government:

Scott Willis, District 1

Cindy Spoljaric, At-Large

Troy Patton, At-Large

Kevin Todd, Director of Community Development

We are property owners and residents in Lantern Park subdivision.

Lantern Park is located just east of South Union street and North of E 161st street. The reason we are reaching out to you is to voice concern about the proposed development of the 60-acre parcel west of South Union, north of 161st street, and east of Indiana 31 (titled Lantern Commons).

We watched video of the meeting and presentation by the Developer dated January 11th. The lack of detailed information regarding what might be proposed was appalling.

Here are concerns we have based on what little was presented, questioned, and discussed in the meeting.

- There was no discussion about what additional traffic might be added to the intersection of 161st street and S. Union street. With the development east of S. Union that has occurred over the past few years, the traffic on 161st has increased substantially and the planned roundabout will become increasingly busy. This will already affect the quality of life for all residents who use the walking path and try to cross at that intersection. The additional traffic from the proposed development will greatly increase that traffic to an unacceptable amount for what is intended to be a residential area with access to parks, etc. In addition to traffic, the noise, etc. will increase.
- This parcel was zoned over 14 years ago, well before the development of nice residential single-family subdivisions in this area. Any use of that parcel must now take the makeup of the current area into account.
- The proposal that was reviewed includes what appears to be a huge rental apartment complex with no information as to numbers of apartments/bedrooms/residents planned for.
- There is no indication of what type of rental complex is planned. What will the apartments rent for? What square footage, etc.
- There is no indication of the number of vehicles that would be constantly coming into and out of the development or the number parking there continuously.
- There does not appear to be sufficient retention pond capacity located in the development to control the flooding that occurs frequently in the existing apartment complex north on S. Union.
- The discussion of the other parts of the development was so up in the air as to make any judgment of what the final development would be impossible to understand. There might be a hotel, or it might be offices, or it might be corporate headquarters, etc.
- There might be retail, but we don't know what kind. Bars with loud noisy patrons like the problems Carmel is contending with?
- Corporate offices? What kind, and where is that demand?

We could add more but you should get the picture. This is a development better suited along highway 32.

A more appropriate use for this parcel would be a single-family development like Lantern Park with homes priced in the \$400K+ range. Or acquisition of the parcel by the city to increase park space for Liberty Park to benefit current city residents.

Before any approval is given for development, much more specific information must be gathered, analyzed, and evaluated to insure that there is a positive, not a negative impact on our community. And those of us who live in this part of the Westfield city community must be kept informed well before any decisions are made.

Thank you for your consideration and attention.

Jeff and Deborah Marcum

☎ home office phone: 419.584.5064 | 📱 mobile phone: 513.739.4031 | ✉ email: Jeff@TheMarcums.COM

16191 Natures Way
Westfield, IN 46074

Cc: Lantern Park HOA Board

Pamela Howard

From: Kevin M. Todd, AICP
Sent: Monday, January 25, 2021 2:12 PM
To: Pamela Howard
Subject: FW: Lantern Commons

Kevin M. Todd, AICP | Director

Community Development | 2728 East 171st Street | Westfield,
IN 46074
ktodd@westfield.in.gov | 317-379-6467

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From: Jan Kienholz <mtnest322@gmail.com>
Sent: Monday, January 25, 2021 2:10 PM
To: Scott Willis <swillis@westfield.in.gov>; Troy Patton <tpatton@westfield.in.gov>; Cindy Spoljaric <cspoljaric@westfield.in.gov>; Kevin M. Todd, AICP <ktodd@westfield.in.gov>; Jake Gilbert <jgilbert@westfield.in.gov>; Joe Edwards <jjedwards@westfield.in.gov>; Scott Frei <sfrei@westfield.in.gov>
Cc: Bill Behan <wabehan@gmail.com>; Martha Huber <marthajhuber@gmail.com>; Mark Albright <markalbright@sbcglobal.net>; Jennifer Lawrence <jennlawr@iu.edu>; Jan Kienholz <mtnest322@gmail.com>
Subject: Lantern Commons

Warning: This external email is from mtnest322@gmail.com. Do not click on unexpected or untrusted links and attachments.

This email from Lantern Park HOA is being sent to address issues concerning Lantern Commons as presented during the January 11, 2021 meeting. Understanding that this was the initial presentation, there was too much information that was vague. Many of the issues that we're addressing were not even touched upon.

1. The scope of the project - hotels, offices, corporate headquarters etc. Does the developer have a firm grasp of what they want on that parcel?

2. Zoning variances - the parcel on the southwest corner of that area had to get a variance for SEP HQ. As zoned, the structures have a limit of 35,000 sq ft. SEP's variance raised that to 70,000. Is that what we'd be looking at with multiple buildings with that type of sq ft?
3. Possible impact to the property value & quality of life of existing residents - how is this being addressed?
4. No attention paid on how to buffer existing residential areas - the plan appears nebulous here.
5. Impact of traffic on 161st, Union, & Natalie Wheeler Trail - try getting out of these neighborhoods now either by car or on foot.
6. Need for project - there doesn't appear to be any reference to Westfield's Master Plan. Is there a need for 2 hotels here as opposed to Grand Park where the usage would be?
7. Definition of luxury - how does Westfield or Frontline define luxury?
8. Developer appears to be pre-selling the parcel & surveying is on-going - does this signify that the developer has some sort of understanding that approval is a mere formality?
9. If economic conditions change, how will Westfield & the current citizens be protected.

Most people realize that development in Hamilton County is moving forward. Lantern Park only wishes to have input that it's in the interest of current residents & potential growth is not overdevelopment.

Thank you for addressing these concerns.

Jan Kienholz, Lantern Park HOA Board

Pamela Howard

From: Kevin M. Todd, AICP
Sent: Monday, January 25, 2021 2:51 PM
To: Pamela Howard
Subject: FW: Lantern Commons

Kevin M. Todd, AICP | Director

Community Development | 2728 East 171st Street | Westfield,
IN 46074
ktodd@westfield.in.gov | 317-379-6467

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SHOP & DINE LOCAL
westfieldwelcome.com

From: Lou Ann Behan <lkbehan@gmail.com>
Sent: Monday, January 25, 2021 2:50 PM
To: Troy Patton <tpatton@westfield.in.gov>; cdpoljaric@westfield.in.gov; Jake Gilbert <jgilbert@westfield.in.gov>; Kevin M. Todd, AICP <ktodd@westfield.in.gov>; Joe Edwards <jjedwards@westfield.in.gov>; Scott Frei <sfrei@westfield.in.gov>; Scott Willis <swillis@westfield.in.gov>
Cc: mtne322@gmail.com; marthajhuber@gmail.com; jennlawr@iu.edu; Mark And Julie Albright <markalbright@sbcglobal.net>; William Behan <wabehan@gmail.com>
Subject: Lantern Commons

Warning: This external email is from lkbehan@gmail.com. Do not click on unexpected or untrusted links and attachments.

Dear Westfield Representatives,
As homeowners in Lantern Park, my husband and I are concerned with the "plans" we've seen proposing to develop the tract which is being called "Lantern Commons."

Our HOA Board President, Jan Keinholz, has reached out with some of the many questions we have. I am writing individually only to echo those concerns. We would like to be heard concerning this development. If Zoom attendance is possible for meetings when these matters will be discussed, please let us have the sign on information.

--

Lou Ann Kelly Behan
16201 Morning Drive
Westfield, Indiana 46074
703-609-7753

Pamela Howard

From: jeff@themarkcums.com
Sent: Friday, January 29, 2021 9:24 AM
To: Scott Willis; Cindy Spoljaric; Troy Patton; Kevin M. Todd, AICP; APC
Cc: Jan Kienholz; wabehan@gmail.com; marthajhuber@gmail.com; jennlawr@iu.edu; markalbright@sbcglobal.net
Subject: Lantern Commons

Warning: This external email is from jeff@themarkcums.com. Do not click on unexpected or untrusted links and attachments.

To Westfield Council Members, APC, and City Government:

Scott Willis, District 1

Cindy Spoljaric, At-Large

Troy Patton, At-Large

Advisory Planning Commission

Kevin Todd, Director of Community Development

Last night I attended the virtual neighborhood meeting about Lantern Commons. The Developer et al presented material to those attending and then took questions and comments. I believe at least two of you were in attendance.

I listened for over an hour as questions were asked and opinions shared by your constituents. I then asked questions about specifics of what is being proposed. How many apartments, residents, vehicles, floors of buildings, etc. The presenters could not provide any level of detail.

I have reviewed material that was presented in 2007 when the last development proposal was offered. It provides the kind of detail necessary to understand what is being proposed and ascertain any impact it might have on our community. Failure of the current group to do that is the equivalent of buying a house from a builder with no understanding of size, elevation, number of bedrooms/baths, no idea of garage space, etc.

In my career I've sat through lots of sales pitches. Some good, some bad. This one was all flash, no substance. I know the meeting was being recorded in Microsoft Teams and would like to access a copy if you can direct me to a location where it will be archived.

I, like most of the attendees last night, think this proposal should not be approved until and unless the developer and their team can refine it and provide commitments to specifics of what they are proposing.

And finally, with restaurants, large supermarkets, shopping, banks, etc. within a few miles of this location, we do not have a need for retail there. That and a large apartment community will only unnecessarily add to traffic, noise, etc.

Please listen to the community and prevent this from proceeding without the necessary data on which to base your decision.

Thank you for your consideration and attention.

Jeff and Deborah Marcum

☎ home office phone: 419.584.5064 | 📞 mobile phone: 513.739.4031 | ✉ email: Jeff@TheMarcums.COM

16191 Natures Way
Westfield, IN 46074

Cc: Lantern Park HOA Board

Pamela Howard

From: Kevin M. Todd, AICP
Sent: Friday, January 29, 2021 2:03 PM
To: Pamela Howard
Subject: FW: Lantern Commons Proposal

Kevin M. Todd, AICP | Director

Community Development | 2728 East 171st Street | Westfield,
IN 46074
ktodd@westfield.in.gov | 317-379-6467

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SHOP & DINE LOCAL
westfieldwelcome.com

From: Lou Ann Behan <lkbahan@gmail.com>
Sent: Friday, January 29, 2021 1:37 PM
To: Jeff@themarcums.com; marthajhuber@gmail.com; Jan Kienholz <mtnest322@gmail.com>; jennlawr@iu.edu; Mark And Julie Albright <markalbright@sbcglobal.net>; Scott Willis <swillis@westfield.in.gov>; Troy Patton <tpatton@westfield.in.gov>; Jake Gilbert <jgilbert@westfield.in.gov>; Kevin M. Todd, AICP <ktodd@westfield.in.gov>; Joe Edwards <jjedwards@westfield.in.gov>; Scott Frei <sfrei@westfield.in.gov>; Cindy Spoljaric <cspoljaric@westfield.in.gov>
Cc: William Behan <wabehan@gmail.com>
Subject: Lantern Commons Proposal

Warning: This external email is from lkbahan@gmail.com. Do not click on unexpected or untrusted links and attachments.

Dear All,

I also attended the meeting last evening, and wish to emphatically echo Jeff's message. We must look to the officials in Westfield to represent our interests here. Any developer, and any future partners they envision obtaining, must be able to provide specific details as to what they intend to construct.

Given current construction costs, it strains credulity to say that they will build "high end" multi-amenity. multiple family apartments. When I asked who they see occupying these dwellings, I did not receive a clear response. Older folks- downsizers -who perhaps wish to be snowbirds, will not want to climb two or three sets of outdoor staircases (their description) to get to their apartments. Young singles do not want to live in the 'burbs," and would gravitate to the many apartment spaces in Indy and Carmel that already exist. Should the developer finally see that this venture was ill-advised, we could have vacant, half-completed apartments which will be an eyesore that will drag down our home values. I saw this happen in Naples, Florida. The project remained empty for many, many years.

The same point is made with regard to the "retail" they described last night. Vacant stores, even attractive looking shop spaces, are not desirable. I've no doubt they'll get a coffee shop to rent space, but there are already far too many empty stores in our area to ignore the fact that more retail simply may not succeed.

The developer and their representatives' collective shrugging away of the concerns expressed regarding the unquestionable additional traffic is insulting. Make no mistake, a traffic nightmare looms.

Finally, no one spoke about a timeline. Construction is loud, messy and obnoxious. Will this project be completed in three years, five years, ten years? Will it be done in stages or all at once?

There is much to be discussed.

Sincerely,

Lou Ann Kelly Behan
16201 Morning Drive
Westfield, Indiana 46074
703-609-7753

--

Lou Ann K. Behan

Pamela Howard

From: Nicole Norris <nnorris41@att.net>
Sent: Friday, January 29, 2021 6:32 PM
To: planners
Subject: Fwd: Woodside Drive

Follow Up Flag: Follow up
Flag Status: Flagged

Warning: This external email is from nnorris41@att.net. Do not click on unexpected or untrusted links and attachments.

Hello. I don't often make the time to voice my opinion as I know it has little value in the scheme of things but I think this is important not just to me as a homeowner but to our community at large. As a working, single mom who cares for her elderly mother in her home I am asking that you hear what I have to say along with the voices of my neighbors.

Let me start with the fact that I am a realist. I understand you already sold the property and the developer doesn't want to continue to hold on to something that isn't generating revenue. I also understand you sold the land to generate revenue through taxes to support our schools, parks, roads and in general support our community. I know as a growing community it is a difficult balance these issues.

So, if I were an idealist I would appeal to your sense of history and talk about Westfield as a small close knit community as it once was. A safe, affordable and quiet place to raise a family. I would talk about the value of the trees the developer will be tearing down because they clean the air we breathe and provide a home for deer, owl, flying squirrels and many other creatures that will be displaced. I would ask why not create a park, save their habitat and give residents more places to get fresh air and exercise to improve their health.

But, I am not the person. I know it's about tax dollars and continuing to attract more and more people to Westfield and let's be honest as politicians you all want to keep up with Carmel. Instead, I will ask that you develop it responsibly. Find a compromise between the developer and hard working people who chose to make their biggest investment in Westfield and more specifically in this neighborhood.

First, do not make Woodside drive a thru street. Let us at least keep our quiet neighborhood. I bought here so that my son had a place to ride his bike or scooter, a place where my elderly mother when feeling well could take a short walk, a place where we could leash train our puppy. Several other families have children younger than mine and I am willing to bet that is also why they chose to move here instead of some cookie cutter neighborhood with speed bumps and cars parked in the road.

Second, consider how the property backs up to our homes. I bought this house with this yard to entertain in my back yard. I wasn't expecting to have people on a third story balcony of an apartment staring down at me. I ask you make them only two levels or put the balconies on the interior and build them a nice courtyard to look over instead of looking over my back yard and into my bedroom windows.

Along the same lines, don't tear out all of the mature trees. Wait until Spring and see which ones are still healthy and bloom to give us some privacy that your brand new tress won't give us for years down the line. If you must tear out all of the tress build some sort of natural barrier or at worst a privacy wall that the developer is responsible for maintaining on an annual basis or face fines from the city. These things would also help reduce the noise from the cars going by and people being outside.

I sincerely hope you consider the concerns my neighbors and I have and help us protect our biggest investment just like you would any investment you make in the city.

Thank you for your time.

Nicole Norris
1417 Woodside Dr

Pamela Howard

From: Greg Agee <gragee@gmail.com>
Sent: Saturday, January 30, 2021 9:09 PM
To: planners
Subject: Requests Regarding the Lantern Commons PUD

Warning: This external email is from gragee@gmail.com. Do not click on unexpected or untrusted links and attachments.

Hello,

My name is Greg Agee and I am a resident of Woodside Dr. Regarding the Lantern Commons PUD, I have the following requests that I ask you to consider during planning.

1. Preserve as many native trees as possible and transplant healthy and mature native trees to populate the greenspace within the development
2. Keep greenspace (grass, decorative flora) along the Natalie Wheeler trail instead of having it right up against parking lots
3. Keep building height and signage low to keep light pollution from our back windows at night
4. Consider sound barriers on the north side of the Westfield Blvd. Connector, as opposed to a berm. A berm requires a large footprint and will likely cut into space we could keep filled with trees.
5. Do not make Woodside Dr. a through street

Thank you,

Greg Agee

Pamela Howard

From: ELAINE Hinshaw <e_hinshaw@msn.com>
Sent: Sunday, January 31, 2021 4:31 PM
To: planners
Subject: Lantern Commons PUD proposal

Warning: This external email is from e_hinshaw@msn.com. Do not click on unexpected or untrusted links and attachments.

Because the 60+ wooded and rolling acres at 161st and Union are unique and are a true gateway to Westfield and, are surrounded by long standing residential areas- Woodside Drive, Cool Creek Circle and more recently by Lantern Park community; **before acting on any development proposal it needs to be considered extremely closely and cautiously by ALL pertinent governing bodies and not default to the lowest common denominator----hype and turning a quick profit. Let's not do that with this property!**

I applaud Front Street's effort to meet with the impacted neighbors. Too often, potential developers have not done this and more importantly city leaders have not demanded this be done. The resulting effects are we as citizens are left with less than desirable build outs and are frustrated, angry taxpayers.

That being said there were way too many unknowns in the Lantern Commons presentation. While the assisted living build appears agreeable to some many other portions were not.

Traffic on 161st and Union is already an issue. The completion and occupancy of the SEC building will already increase traffic. This development would increase traffic exponentially. Addressing this issue is of critical importance. Expanded discussions need to occur.

Some other issues that are of concern are:

- Buffering for the southside of Woodside Drive should be a minimum of 70 feet of noise reducing landscaping made of evergreens and naturalized woodlands in addition to a soil berm.
- Does the Westfield Boulevard connector really need to run so close to the north side of the proposed development property line?
- Lighting—dark sky must be preserved. There needs to be further discussion of ways to ameliorate light pollution for all residential communities.
- Signage -what kind? How tall?
- How does this development address wildlife that currently inhabit the wooded acreage and would be displaced? There are many deer, pileated woodpeckers, owls, and this past summer wild turkeys made their appearance.
- Loss of woodlands-there needs to be a plan to address preserving some trees/ woodlands; naturalizing landscapes.

Sent from [Mail](#) for Windows 10

Pamela Howard

From: patentguy113@sbcglobal.net
Sent: Sunday, January 31, 2021 6:26 PM
To: Communications; APC
Cc: Scott Willis; Cindy Spoljaric; Troy Patton
Subject: Proposed Lantern Commons PUD

Warning: This external email is from patentguy113@sbcglobal.net. Do not click on unexpected or untrusted links and attachments.

Dear City of Westfield and Council Members,

We are writing to you regarding the proposed Lantern Commons PUD. As homeowners in the Lantern Park subdivision and Westfield citizens, we are very concerned regarding the proposed Lantern Commons PUD. While we knew that something may eventually be built at the northwest corner of 161st & Union, the proposed development is far too much for the area and not in character with Westfield.

We moved to Westfield from Carmel 2 ½ years ago to get away from the total urbanization, sprawl and destruction of habitat of Carmel. It was refreshing to hear Mayor Cook's vision for developing Westfield while keeping its small town vibe.

We feel the proposed Lantern Commons PUD would destroy this vision.

Moreover, here are other negatives/points to consider regarding the proposed PUD.

1. An out of state company with no ties to the area has no idea "what is good for the area."
2. The density of development is too much. It is proposed that the entire 60 acre parcel be developed with a retirement community, apartments, shopping and hotels.
3. There is no need for hotels at this intersection. The Grand Park area is better suited for this type of development – not near residential areas.
4. 161st street is already very busy. There would only be a short stretch between the US 31 off ramp and the proposed PUD entrance. The proposed density of the development would create major traffic problems.
5. The destruction of wildlife habitat is environmentally unsound. We enjoy seeing the many red tail hawks, deer, fox and other wildlife that would be displaced and killed.

We would welcome some shopping but propose leaving at some wooded areas, at least siding Union street and to the north.

Bruce and Mindy Bowman
16215 Natures Way
Lantern Park
Westfield



Virus-free. www.avast.com

Pamela Howard

From: Martha Huber <marthajhuber@gmail.com>
Sent: Monday, February 1, 2021 9:21 AM
To: APC
Cc: Scott Willis; Troy Patton; Jake Gilbert; Kevin M. Todd, AICP; Joe Edwards; Scott Frei; Cindy Spoljaric
Subject: Lantern Commons Proposal concern re: zoning "permitted additions" details
Attachments: Lantern Commons Zoning Key Points.docx

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<body>
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not click on unexpected or untrusted links and
attachments.</STRONG></FONT></P>
<font size="2"><span style="font-size:10pt;"><div class="PlainText">Dear Westfield City Council,<br>
<br>
As Lantern Park homeowners (and Martha is HOA Treasurer), we are concerned about the &#8220;exceptions&#8221; in the buried
details of the zoning request that includes: above ground, multi-story parking garages, fast food restaurants, and major hospitals in
the developer&#8217;s zoning request.<br>
<br>
Here is a compiled graph we created from the ordinance that list the exceptions the developer is trying to get approved. We want to
be sure there are no above ground parking garages, fast food restaurants and major hospitals.<br>
<br>
</div></span></font>
</body>
</html>
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Dear Westfield City Council,

As Lantern Park homeowners (and Martha is HOA Treasurer), we are concerned about the “exceptions” in the buried details of the zoning request that includes: above ground, multi-story parking garages, fast food restaurants, and major hospitals in the developer’s zoning request.

Here is a compiled graph we created from the ordinance that list the exceptions the developer is trying to get approved. We want to be sure there are no above ground parking garages, fast food restaurants and major hospitals.

Key points of Exhibit 5 Ordinance 21-04 of Advisory Plan Commission 1 Feb 2021 meeting agenda:

- Section 4
 - Areas A, B, C, D shall be **General Business District (GB)**
 - Area E shall be **Multi-family Medium Density District (MFMD)**
- Section 5
 - Requested exceptions to the requested underlying zoning districts:

Development Area	A	B	C	D	E
Underlying Zoning District	GB	GB	GB	GB	MFMD
Additional Permitted Uses (from UZD definition)					
Assisted Living	X	X			
Coffee Shop			X		
Farm Stand		X	X		X
Furniture Store (up to 25,000 SF in floor area)			X		
Grocery (up to 25,000 SF in floor area)		X	X		
Hospice	X	X			
Multi-story Parking Garage		X	X	X	X
Nursing Home	X	X			
Sandwich Shop			X		
Prohibited Uses (from UZD definition)					
Amphitheater/Outdoor Theatre	X	X	X	X	
Assembly Halls/Auditoriums	X	X	X	X	
Auction Rooms	X	X	X	X	
Civic Center	X	X	X	X	
Health, Fitness and Exercise Center	X				
Hospital (major)	X	X			
Hotel (or Motel)	X				
Mortuaries	X	X	X	X	
Museum/Exhibition Hall	X	X			
Restaurant, Fast Food	X	X		X	
Restaurant, Sit Down	X				
Restaurant, Specialty	X				
Restaurant, Takeout and Deli-Style	X				
Retail, High Intensity	X	X	X	X	
Retail, Low Intensity	X				
Retail, Medium Intensity	X				

Reference links:

- Advisory Plan Commission 1 Feb 2021 meeting agenda:
<https://www.westfield.in.gov/egov/apps/document/center.egov?view=item;id=7279>
- Lantern Commons [Exhibit 5: Ordinance 21-04](#)

February 1, 2021

Dear APC Members,

We have had the opportunity to review the Lantern Commons Proposal as well as participate in the virtual meeting with the developers and lawyers. Now that we have a more detailed description and explanation, we are left with even more concerns than before. We would ask that you look closely at exactly what is being proposed and realize that it is not well suited to the specific location.

As you review this development plan, we request that you consider the following areas of concern.

1. Environmental Impact

a. Animal Habitat

Anyone who drives down this portion of Union Street on a regular basis is aware that it is a deer habitat. The deer primarily live in this specific section, and then cross the street for food and water by Cool Creek. However, having explored this area, the land is full of deer paths. The deer can be seen daily crossing the street, hanging out in the fields, and even in the yards of Woodside Drive residents. Other animals spotted in this area include coyotes, wild turkeys, and fox. It is primarily a deer sanctuary and one of the delights of this area. We look forward to seeing the deer each and every day. Although we own an additional property in Westfield that is more rural, we very rarely see animals in that area. This section, however, it is a guarantee. The developers were quoted as saying they weren't aware of any wildlife.

b. Floodplain

As evidenced by the attached document, part of this area falls within a floodplain that is an extension of Cool Creek Park. There is no allotment for the floodplain on the development plan.

c. Forested area

This is one of the last remaining preserved forested areas of incorporated Westfield (other than parks). It seems more appropriate to put a development such as this in an already deforested area of Westfield such as the areas near the Chatham exit development or the other side of 31. The area being proposed for this development rather seems like an extension of the preserved area of Cool Creek Park versus a prime spot for development. Please find an attached document that demonstrates deforested land that is in the same area that would be better suited for this type of development.

d. Light pollution

One of the aspects of our property that we love is how much you can see the stars. With Cool Creek Park, the Natalie Wheeler Trail, Liberty Park, and the large farmland plot across the street, this is a low light area. We often have

guests from other parts of Westfield and Carmel mention how much they appreciate seeing the stars. You can find countless articles/research on the environmental and physiological harm of light pollution and losing access to the night sky.

2. Impact on Woodside Drive Residents

Woodside Drive is a long established residential area. In fact, the property that we own is one of the original plots by one of the founders of Westfield. This has been a residential area since before the Civil War. Our barn dates back to the 1850s and a log cabin prior to that. The home was built in 1861. There is a long tradition of this primarily being a residential area shielded by forested areas to its south.

The current neighborhood is full of families and individuals, having chosen their homes for the quiet wooded features that the neighborhood and surrounding area offered. It really is a gem amidst suburban sprawl. It appears that no consideration is being given to these homeowners. We are already bordered on one side by an apartment building. To be sandwiched between subsidized apartment complexes and a sprawling development will greatly reduce property values and take away the very charm that the street offered. Perhaps the apartment buildings which seem to be different than the direction the town is headed would be a good area for redevelopment instead.

Not only does it appear that little consideration is being given to the owners on Woodside Drive, there actually appears to be an effort within Front Street's proposal to omit its existence from their documents. In the proposal, the key is put strategically over the exact area of the neighborhood. And when describing the surrounding area, Front Street lists land uses and surrounding areas in the south, east, and west of the property but has specifically excluded the fourth direction, the North. It appears that Front Street is appearing to erase recognition of residential homeowners affected. Even in another map used, a years-old picture is utilized that excludes the only other residential area affected (Lantern Park). Rather than showing the homes affected, the company used a picture from several years ago before those homes were actually constructed (most likely 2017). Please find references to the strategically exclusive photos attached.

With the proposed development and road, a road that ends with a quiet cul de sac, will now house a road at the end. In fact, at least one of the homes if not two of the homes would have to be destroyed to accommodate the proposed road.

With such a proposed plan, it is quite difficult to determine how people will get in and out of Woodside Drive easily.

Additionally, there will be little to no buffer between the southerly Woodside Drive property and this development. The developers referenced they would consider maintaining some of the existing trees on the border. Some of those trees aren't even on the developer's land as we own

a portion of that strip of trees. Unfortunately, approximately a month or so ago, Duke came through and cut the majority of the mature trees (many over a hundred years old) that lined this entire area. It is not clear if this was tied to this development proposal as it was done coincidentally done once the surveying began. Duke left a wasteland of chopped trees. There will be very little if any buffer. The developers mentioned landscaping and berms and possibly 150 foot buffer (miniscule). When measuring the proposal with its scale, there is not even that amount provided.

Instead of having a positive effect on home values, this plan will most likely have a negative effect on the home values of Woodside Drive exclusively. The draw of these homes are the large and wooded lots and the quiet nature of the area. When these aspects are removed, the value of these homes are projected to decrease.

3. Traffic and Entry/Exit Concerns

Union Street and 161st Street both have existing traffic concerns. We believe the road is already over capacity. With four apartment complexes within a half of a mile (Valley Farms, Hamilton Square, Ashley Place Apartments and Union Street Flats), there is constant traffic on this road. With all of the apartment complex entrances essentially being off of Union Street, no one from the apartment or other residential areas would be taking the Westfield Connector as a thoroughfare. The Poplar Street addition does offer some traffic assistance but we are struggling to see the benefit of the Westfield Connector. With Union Street serving as the main access point to downtown Westfield (and a new plaza off this street to draw people, Grand Junction), the road doesn't seem to have the capacity for much more. We believe this especially when the proposed development includes so many other businesses and living arrangements. Currently there are regular backups and that is with land between Woodside Drive and 161st Street being undeveloped.

Although the Westfield Connector is being proposed with this development, we don't see it being the traffic solution that most are hoping for. If a person wanted to get to the SR 32 exit, they most often would choose the faster option of 31. If a person was interested in going to downtown Westfield, they would most likely take Union Street rather than taking the Westfield connector and then backtracking back to Union Street. Please see the attached documentation

The developers did mention putting in a stop sign but I believe that will create a scenario where Woodside Drive entry and exit is nearly impossible.

4. Additional Concerns over the Nature of the Plan

a. Too narrow of a space

In reviewing the land, this is a very narrow strip that is completely blocked in by an interstate style State Road 31, a 2 lane Union Street, and natural watershed area associated with Cool Creek. What is being proposed in a ¼ mile strip appears unrealistic for access and accommodation.

b. Too many apartments

One of the key components that is concerning is the dense residential area (apartments). An apartment proposal does not even seem like a strong financial decision. There are similar capacity apartments nearby on Union Street, the northern 31 corridor of Carmel, and Clay Terrace is being revitalized to include higher end apartments as well. Please see attached documentation

c. An inflated need for senior living was presented

In addition to apartment buildings, there are also several of these communities in the immediate vicinity including Sanders Glen, Woodland Terrace, Copper Trace, Maple Glen Village and Wellbrooke of Westfield. These communities are not full which demonstrates there isn't a pressing need for senior living. What you hear more of in the community is that there is a need for more ranches. The first step of senior living or empty nester living is a move toward ranch homes.

d. Farmhouse living and green space environment

The developers presented their idea both in their formal proposal and in the virtual meeting that the community will be farmhouse in nature with green space for gardening. Ironically, we actually have a farmhouse with green space that is in danger directly next to the "farmhouse" community.

e. Vague descriptions

If this step of the proposal is only meant to be conceptual, then I think what Front Street has submitted is legitimate. However, if specific decisions and approvals are being made on conceptual images, I think there is a problem. The developer described the apartments in one moment as being "high end" and then in another moment called them "affordable and starter properties". Those are two different things. Very little specific information was offered on the building structures themselves and the type of tenants. This was abundantly obvious as it related to the apartment complex discussion. There were no specifics on the number of residents for the residential components of this plan.

f. Lack of information or understanding regarding infrastructure, local area, and density

Either it hasn't been researched or it has been provided, but the developers weren't able to offer information on infrastructure, density, and knowledge of the surrounding area.

g. TIF District

After doing research on this area, it appears to be in a TIF district. Westfield now has multiple developments and proposed developments that are TIF districts. This incentives development at the costs of funding local resources such as schools that receive no funding from TIF district developments.

5. Our family has the most to lose financially

We purchased our property at 1614 Woodside Drive in January 2020. Over the last year, we have been enhancing the property and addressing areas that needed attention. After putting approximately 150,000 into it in 2020 and due to the increase in home values, we have over \$1,000,000 invested in this property. Although we purchased it as our forever home, we have spent the last year developing it as a premier vacation rental location (Woodside Retreat).

We have built our business during one of the most difficult years to develop any business, much less a vacation rental. We are now positioned to emerge as a premier regional vacation property based on the upcoming 2021 bookings. Our guests are coming from multiple states to enjoy our quiet and private country setting with proximity to everything a suburban community offers. Our guests are contributing to the local economy by utilizing our stores, frequenting our restaurants, attending local events, and so on. This is good business for Westfield. The development will not only detract from the country setting they are trying to achieve by visiting but will also seriously hurt our business with it being a long term construction site. We are talking about losses in the tens of thousands (and hundreds of thousands long term) considering our nightly rental is around \$700-800.

During this stage of our family's life, this rental is our primary income and pays the expenses of the home. In the future, we plan on making it our forever home. This is the home that we planned on moving to as we advanced in years. It was a culmination of 20 years of searching for the perfect home that blended history, suburban proximity, acreage, sufficient square footage, group space for hosting gatherings, and a classic bicentennial Indiana barn. It greatly saddens us to know that this property's future would be negatively impacted but even more concerning in the short term is the financial impact it would have on us as small business owners. You can imagine that COVID and subsequent shutdowns already had a devastating financial impact for our launch of the vacation rental. And yes, we happily pay occupancy taxes to the city and county for our guests. We want to be an active part of the community's tourism business. When you assess the nearby properties affected, I think it is obvious that we are in a position to be negatively impacted the most from a financial perspective.

We greatly appreciate consideration that APC, the Westfield City Council, and Front Street Developers would give to these concerns and recommendations. I believe there can be a solution that respects current Woodside Drive homeowners, all Westfield residents, the natural habitat, developers, and city officials. Please find our ***proposed development approach*** on the following page.

Sincerely,

Joel and Heather Sommer
Owners, Woodside Retreat
1614 Woodside Drive

Proposed Development Approach

As much as we dislike the idea of development, we know that Hamilton County and Westfield are thriving and the growth is inching northward. The idea that we could stop all development is naive and unrealistic. However, I do think the city of Westfield has the responsibility to assess fit with specific land. Although we love the forest of this area, it really isn't particularly well-suited to what is being proposed, while there are other areas of Westfield that are better suited.

Honestly, our first choice is no development or residential that maintains much of the natural land/elements. However, since development is practically inevitable and it has already been zoned commercial (although not approved for a PUD district), there are some potential uses that we think the community could embrace.

1. ***Focus business development in the southwest quadrant of the development only.*** If you look at the floodplain diagram, development in the first parceled area would be preferable. It would have less impact on the surrounding area and could include an entrance off of 161st only. A hotel in this area would not have large groups of people coming and going at the exact time and would spread out the traffic demands.
2. ***Build businesses with a nature preserve in mind.*** If you look at the SEB development, although it pained us to see all of those trees destroyed, SEB is only developing the land partially. They have intentionally left a nature preserve in place. We believe you would find much more neighborly support if an accommodation for a true large acreage nature preserve was offered. This is NOT a small buffer or strip of trees or a berm as presented by the developer. This would be a true nature preserve so the development would have very little bearing on the neighbors on Woodside Drive. This would also keep most of the wildlife from being significantly impacted. Although this would have a business cost, I think this would offer an effective compromise and garner more support for the plan.
3. ***Eliminate or re-route the Westfield Connector*** to be more of a frontage road to SR 31 instead of through the property.
4. ***Adjust the type of residential offerings included.*** Eliminate the senior living and apartment complexes from the plan. Instead, consider a buffer for Woodside Drive with residential homes or townhomes. Being property management owners in the area and having also recently purchased a Westfield townhouse for rental in 2020, there is absolutely a need for this type of housing. The builders cannot build these fast enough. They are sold out before they are even built.

Project Summary

Lantern Commons mixed-use development is a planned development consisting of +/- 60 acres. The current zoning for this site is General Business (GB). The proposed development pattern will allow for office campus, a Senior Living facility, a Luxury Apartment community, an affordable upscale hotel, and neighborhood commercial, retail and restaurant.



The project is surrounded by the following land uses:

- + US Hwy 31 to the West
- + Local Business (LB) to the South
- + Single Family 1 (SF-1) to the East

The developer proposes the re-zoning of this site to a Planned Development with the intent of achieving the following goals (in context with City of Westfield Zoning Ordinance for Planned Development Regulations):

- + Provision for a well-designed development offering attractive and appropriate locations for businesses and the provision of opportunities with employment close to residences.

- + Provision of a variety of high-end building types within the property.

- + Promotion of significant architectural and aesthetic improvements and details as part of the development plan as depicted by design standard commitments in this pattern book.

- + Promotion of a safe and desirable living environment for residential areas characterized by a unified site development program.

Complete
Mission
of the land
use to the
NORTH

PLEASE NOTE:

The only residential area directly affected has been completely covered by the key and it appears strategic.

Concept Site Plan



Consider the possibility of running the road behind the development on the open land portion

+ diverts road away from proposed businesses + residences + diverts Union St traffic + wouldn't border 10% of Woodside Drive residents



WOODSIDE DRIVE NEIGHBORS

(the lots on the end would be impacted which goes against the Development Plan from 2008, see attached)

**WESTFIELD REDEVELOPMENT COMMISSION
CONFIRMATORY RESOLUTION NO. 3-2008**

**RESOLUTION CONFIRMING THE DECLARATORY RESOLUTION
OF THE WESTFIELD REDEVELOPMENT COMMISSION**

WHEREAS, on January 7, 2008, the Redevelopment Commission (the "Commission") of the City of Westfield (the "City") adopted Declaratory Resolution No. 2-2008 (the "Declaratory Resolution") establishing the Lantern Commons Economic Development Area (the "Area") as an economic development area under Indiana Code 36-7-14 and 36-7-25 *et seq.*, and all acts supplemental and amendatory thereto (collectively, the "Act"); and,

WHEREAS, the Declaratory Resolution approved and incorporated the Factual Report (the "Report") supporting the Declaratory Resolution and the Economic Development Plan (the "Plan") presented at the January 7, 2008 meeting of the Commission, which Plan contained specific recommendations for economic development of the Area, including road, infrastructure and drainage improvements to the Area and related improvements and equipment serving the Area as further described in the Plan (the "Project"); and,

WHEREAS, the Declaratory Resolution established an allocation area (the "Allocation Area") within the Area in accordance with Indiana Code 36-7-14-39; and,

WHEREAS, on January 28, 2008, the Commission submitted the Declaratory Resolution, the Plan and supporting data to the Westfield Plan Commission (the "Plan Commission") and the Plan Commission issued its written Order approving the Declaratory Resolution and the Plan as submitted; and,

WHEREAS, on February 11, 2008, the City Council approved the Order of the Plan Commission and approved the creation of the Area and approved the actions of the Commission establishing the Area; and,

WHEREAS, the Commission has found that there will be no residents of the Area who will be displaced by the Project; and,

WHEREAS, the Commission published notice in the *Noblesville Daily Times* on January 30, 2008, and posted notice in City Hall, of the adoption and substance of the Declaratory Resolution in accordance with Indiana Code 36-7-14-17 and 5-3-1 *et seq.*, which public notice also gave notice of a hearing on the proposed Project to be held by the Commission and the opportunity to have remonstrances and objections heard by the Commission; and,

WHEREAS, the public notice described in the preceding paragraph was also filed in the office of the Westfield Plan Commission, the Westfield Board of Zoning Appeals, the Westfield

1614 WOODSIDE DR.

OUR PARCEL #3

Save

1.02M

Draw

OUR PARCEL #2

Woodside Dr

Woodside Dr

S Union St

Westfield Blvd

Westfield

↑ OUR PARCEL #1

268K

523K

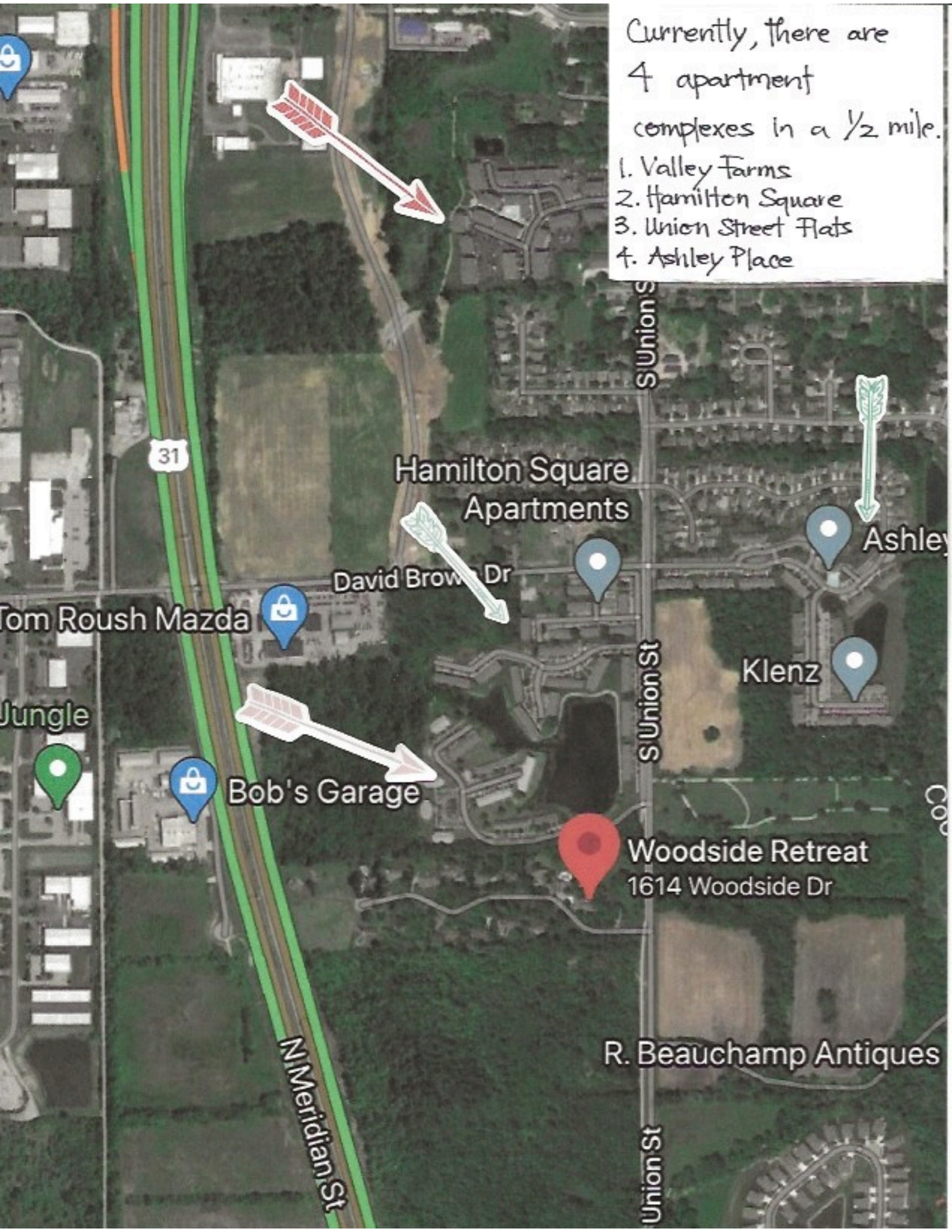


NATURE PRESERVE
+ Ideal location +

Floodplain ↑
Proposed Front Street plan
shows office + parking

Currently, there are
4 apartment
complexes in a 1/2 mile.

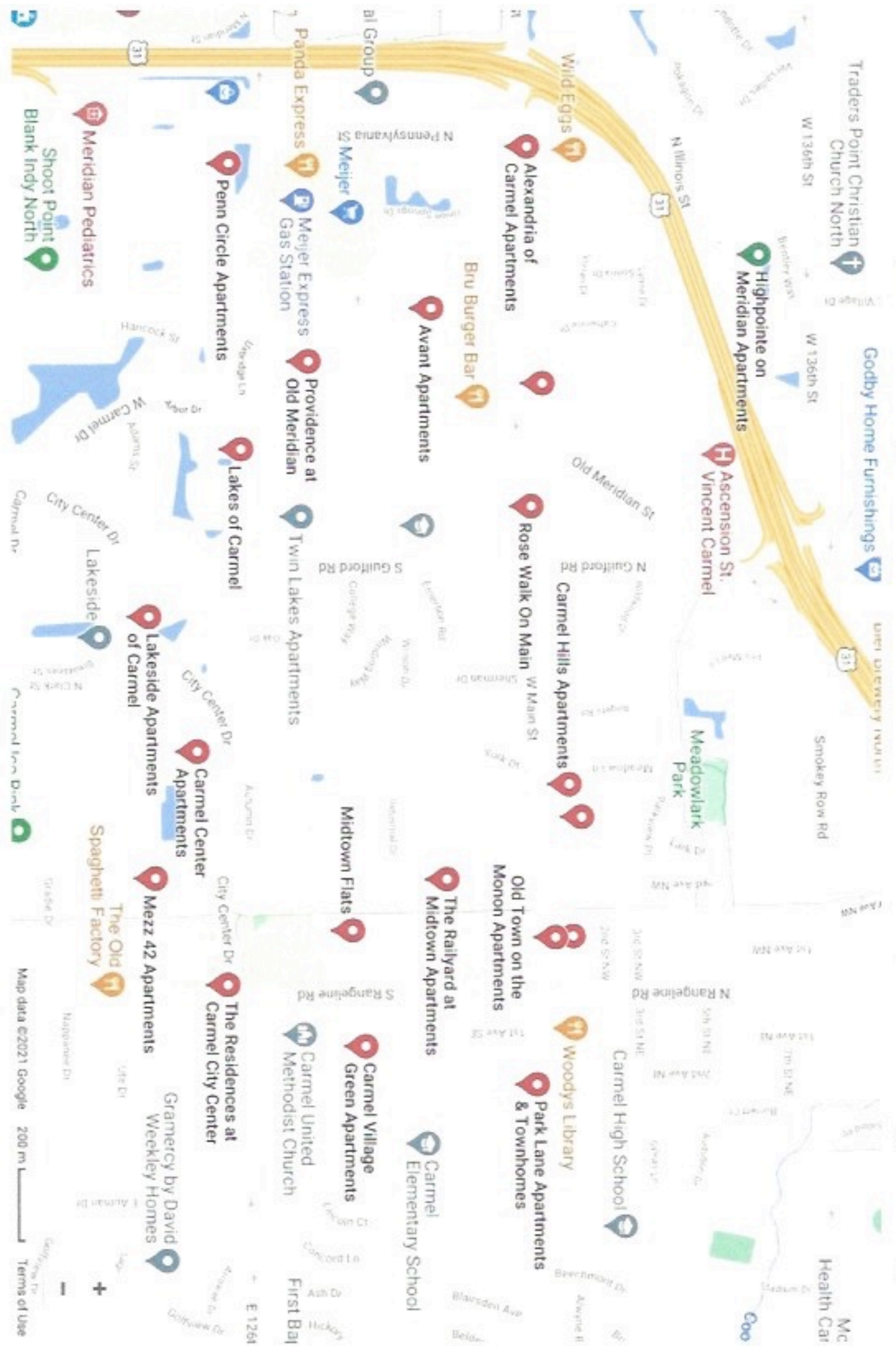
1. Valley Farms
2. Hamilton Square
3. Union Street Flats
4. Ashley Place





Highlighted areas are other potential areas that could be developed with less impact.

(Carmel)



CLAY TERRACE is also being re-vitalized with apartments

Pamela Howard

From: John Christianson <jdcteach@gmail.com>
Sent: Monday, February 1, 2021 7:32 PM
To: planners
Subject: Fwd: lantern commons development

Warning: This external email is from jdcteach@gmail.com. Do not click on unexpected or untrusted links and attachments.

----- Forwarded message -----

From: **John Christianson** <jdcteach@gmail.com>
Date: Mon, Feb 1, 2021 at 6:40 PM
Subject: lantern commons development
To: <cspoljaric@westfield.in.gov>

My wife and I live at 1515 Woodside Drive. We have been Westfield residents since 1992. We have seen a lot of changes over the years, some of which has not been something we agreed with. We used to live in Silver Lakes and I recall us banding together to keep the land that is now Freedom Trails from being developed by the Willow Creek developer. We were successful in this endeavor.

Now, we are again looking at development in an area that I see as great woodland with abundant wildlife. Yet, it is in a prime location for development. My wife and I have several concerns.

1. Privacy. Our house backs up to the property in questions. We do not currently need window covering on the back and we can be on our back deck without interruption except maybe the occasional deer or squirrel. I do not relish having a road directly behind me and while the developer did address those concerns, I don't believe the information was definitive. How far from our property line will the road be? What is being done in regards to screening?
2. What about road lighting and how will that affect my property at night? How much lighting will the apartment complex have and to what extent will that create light pollution for us?
3. We want assurances that the Westfield extension will not be connected to Woodside Drive.
4. Would like to see as many mature trees as possible saved between us and this thoroughfare.
5. I really believe the traffic is not going to decrease along Union Street. Much of the traffic is going to or from point north and east of the center of the old city. Why would people go further in order to take the Westfield extension? Developer seems to believe they will but I am very skeptical.

Thank you for your time and consideration. Appreciate you serving the residents of Westfield.

Best regards,

John and Gwenn Christianson

1515 Woodside Dr.

Pamela Howard

From: Jennifer Reed <jennifer.thirdstory@gmail.com>
Sent: Monday, February 1, 2021 7:49 PM
To: planners
Subject: Lantern Commons PUD

Warning: This external email is from jennifer.thirdstory@gmail.com. Do not click on unexpected or untrusted links and attachments.

From: Jennifer Reed and Eric Sherer at 1601 Woodside Dr

1. However this section of land gets zoned, please do not connect Woodside Drive with a new "Westfield Boulevard Connector" in any way. Our street is very narrow and cannot handle additional traffic. We also have many small children who walk and play on the street as there are no sidewalks.
2. I need clarification of what will be directly behind my property and how far from my property it will be. I heard "150 feet" behind my property line, however, I would like to know what exactly will be 150 feet from our property, for example, is that where the green space starts, a building, a fence, etc.?
3. Please encourage the designers and developers to put as much space as possible between the property lines of Woodside Drive and any trails, roads, sidewalks and structures of this development.
4. I would like to know and see how "Phase Two" will be planned and how it will connect the north and south ends of the new "Westfield Boulevard" and how it will fit between the properties at the end of Woodside Drive and US31.
5. When will we know how tall the Senior Living structures will be?

Thank you,

Jennifer Reed and Eric Sherer

Pamela Howard

From: jeff@themarkums.com
Sent: Monday, February 1, 2021 8:34 PM
To: planners
Subject: 2102-PUD-04 [PUBLIC HEARING] Lantern Commons PUD

Warning: This external email is from jeff@themarkums.com. Do not click on unexpected or untrusted links and attachments.

Our primary concerns are density of population and vehicles. The variances requested reduce architectural standards expected, size of parking spaces to allow more vehicles in a smaller space, number of parking spaces for the apartment complex from 2 to 1.5 per unit which also allows more density of apartments. Landscaping variances remove the requirement for walls, etc. Open space reduced from 20% to 10% which again speaks to the density proposed.

There has been no clear understanding shared of population of the apartment community. The overall number of vehicles and traffic that would be present with a large apartment complex, office buildings, hotels, and retail would be overwhelming for this area. In particular at 161st and West union.

Retail space and hotels seem unnecessary with hotels, restaurants, gas stations, stores, banks, etc. within 2 miles.

A review of the video of the neighborhood meeting by Commissioners/Members who were unable to attend will indicate many more concerns that community members have expressed. Exhibit 7 - Neighbor Meeting Summary, provided by Church Church Hittle + Antrim, does not adequately convey the substance of the comments and concerns expressed by the neighbors attending.

More definition with commitments should be required from the developer. There should be a focus on insuring that this development does not create a negative impact on the area before moving forward with the review/approval of this PUD.

Jeff and Deborah Marcum

📞 home office phone: 419.584.5064 | 📞 mobile phone: 513.739.4031 | 📧 email: Jeff@TheMarcums.COM

16191 Natures Way
Westfield, IN 46074

Pamela Howard

From: ELAINE Hinshaw <e_hinshaw@msn.com>
Sent: Monday, February 1, 2021 9:06 PM
To: Pamela Howard
Subject: Lantern Commons?

Warning: This external email is from e_hinshaw@msn.com. Do not click on unexpected or untrusted links and attachments.

2 more questions:

Could the developer consider townhomes instead of apartments?

Could the Westfield Blvd connector move more closely to US 31 instead of following the Woodside Property line?

Sent from [Mail](#) for Windows 10

Pamela Howard

From: Angela Gapinski <angelagapinski@gmail.com>
Sent: Monday, February 1, 2021 9:14 PM
To: planners
Subject: Lantern Commons Project

Warning: This external email is from angelagapinski@gmail.com. Do not click on unexpected or untrusted links and attachments.

Hello,

My name is Angela Gapinski. I was born and raised in Westfield, I own 2 small businesses in downtown Westfield, and currently live on Woodside Drive. Daily, I experience the growing pains of our city as my customers express their frustrations of traffic and lack of parking downtown. I get it. I'm glad Westfield is growing. I hope it can continue to do so responsibly. I don't have a direct complaint about the drawing put forth by the developer. I understand that 65 acres of dense woods is only valuable when it is cut down in a capitalistic society. A sad loss for the great buffer it adds from the highway keeping our trail and neighborhoods quieter and obviously the native trees and wildlife in that area. I do however, as someone that drives on these roads daily, am very concerned about the added traffic this means for 161st and 31, 161st and Union, Union in general, and the proposed Westfield Blvd directing traffic to Park Street and/or to 32 (two roads that are beyond congested AS IS). With the addition of the SEP headquarters (and now the other proposed developments covered in this meeting for example) I cannot see how this corner can handle even more. The roundabout at 161st and Union only solves the current issues. It is laughable to think that roundabout solves traffic for the next 30-40 years of growth. This proposal has no clear plan for how many added hotels rooms, offices, apartments, retail, etc proposed for this corner. Seeing the daily traffic woes and with our schools already bursting at the seams, I'm concerned.

I'm concerned about trail crossing for Natalie Wheeler to Cool Creek running into the same current issue we have on 161st on the other side of the 31 with the Monon trail. Not sure why this can't be a concept at 191st instead and not in an already congested area that is also densely wooded.

The developers like to mention that this was zoned previously in 2001, 2007, and how their plan is better today in 2021 and less offensive. Westfield is not the same and that intersection is not the same. The population of Westfield was 15,500 in 2000. Grew to 30,000+ by 2010, and now is 40,000+. Of course, Lantern Park neighborhood was also not there at the first proposals, along with all the developments directly east down 161st street, and SEP headquarters adding daily traffic.

I also drive the new Westfield Blvd daily. The two lane road that is proposed to go through will dump the traffic onto either David Brown, Park St, or 32. Not to mention take out our neighbor on the end of the cul de sac. One of those yellow dots on the proposal is his home by the way! This is a concept only put forth by developer. Way too many open ended questions. The developer himself said he wouldn't have planned this with the Westfield Blvd. if he had it his way. Please say no to just cramming this through without a more detailed plan.

Best,
Angela Gapinski
1502 Woodside Drive

Pamela Howard

From: Heather Sommer <homebaseproperty123@gmail.com>
Sent: Monday, February 1, 2021 11:40 PM
To: planners
Subject: Lantern Commons Follow Up

Warning: This external email is from homebaseproperty123@gmail.com. Do not click on unexpected or untrusted links and attachments.

Hello Committee,

Thank you for the opportunity to share our thoughts regarding the proposed Lantern Commons PUD development.

I want to point out that Woodside residents recognize that some form of development is inevitable. I don't think anyone is doubting that. Of course, we would all prefer that it remains forested and untouched. We know that such a dream is short-lived.

Additionally, I think everyone acknowledges that this plan is an improvement over the previous plan. This point continues to be reiterated by everyone in defense of the current plan. We would hope that APC could analyze this proposed development simply for what it **IS**, not what it **ISN'T**. The proposal should stand alone for its own proper approval outside the context of the 2007 plan which is no longer the direction of current commercial development.

We appreciate the recognition that a buffer is necessary between Woodside Drive and the development. We ask that a case be made for a substantial natural buffer that exceeds a strip of trees, minor landscaping, or a berm. A buffer that falls in the acreage category would be most appropriate. In the public meeting, trees were mentioned inaccurately. There are old trees on those 60 acres (we have explored the acreage with approval from the listing agency, Avison Young). Although trees have been cleared in certain areas that once housed a couple of farmhouses, there are mature trees on the land. Additionally, Duke just took down the primary buffer of our 100 year old plus trees that fall mainly on one of our parcels and other neighbors along the southern side of Woodside Drive. A quick drive-down Woodside will reveal the tree wasteland that Duke left behind last month.

We ask that you look closely at the details of this project (or details still needed). I believe you will find that an apartment complex and a senior living community will have a significant effect on density and are needs that can be fulfilled in existing nearby developments. I can't imagine that anyone on the committee would choose to have that directly next to their own million dollar property.

Since APC has the ability to change zoning anyway from general business to PUD to approve this current plan, maybe a zoning change to a PUD with a heavy residential element would be considered by the committee.

Thank you for your efforts on behalf of the citizens of Westfield. We own three properties in Westfield, each very different. We can appreciate and have benefitted from the development that is occurring. But, we are also holding tight to those decreasing rural and natural elements in the town of Westfield. Our properties are part of Westfield's past, and we look forward to being part of its future. However, we want to do as much possible to protect and honor its heritage in a way that is suited to a modern society.

If you would ever like a tour of Woodside Retreat, our home is open to you.

Sincerely,
Joel and Heather Sommer

Pamela Howard

From: rska.tatum@comcast.net
Sent: Thursday, February 18, 2021 5:02 PM
To: APC; planners
Subject: Re: 2102 PUD 04

Warning: This external email is from rska.tatum@comcast.net. Do not click on unexpected or untrusted links and attachments.

On 02/18/2021 4:59 PM rska.tatum@comcast.net wrote:

Hello,

I would like to voice my disapproval for the proposed Lantern Commons PUD at 161st and Westfield Boulevard. This is a lovely forested area, full of wildlife and dense woodlands. This plan would result in devastation of this beautiful piece of ground, affecting wildlife.

I would prefer that Westfield become more environmentally proactive and would really like to see this area developed as a parkland, which this area needs. If it must be developed, more acreage per lot and green spaces should be preserved.

Please consider this option.

Suzanne and Randall Tatum
16250 Oak Road
Westfield, In

Pamela Howard

From: jeff@themarkcums.com
Sent: Saturday, April 3, 2021 11:32 AM
To: planners
Cc: Scott Willis; Cindy Spoljaric; Troy Patton; Kevin M. Todd, AICP; Jan Kienholz; marthajhuber@gmail.com; jennlawr@iu.edu; markalbright@sbcglobal.net; wabehan@gmail.com; 'Lou Ann Behan'; Jake Gilbert; Joe Edwards; Scott Frei; Pamela Howard; Timothy Engel
Subject: Lantern Commons PUD comments and concerns for the April 5th APC meeting
Attachments: Exhibit 13 Permitted Use Areas A - D Redlined.pdf; Exhibit 1 Staff Report.pdf

Warning: This external email is from jeff@themarkcums.com. Do not click on unexpected or untrusted links and attachments.

Advisory Plan Commission:

We've reviewed the material published for the April 5, 2021 APC meeting. It appears the staff is going to recommend that the APC approve the proposal. We are pleased that the petitioner has made progress in addressing many of our concerns and tightened up the specifics on what can and will be built in each of the areas.

We consider the following to be serious issues that the APC should require to be changed:

- In the staff report (attached) on page 3 for maximum building height in area D, it states "*Area D: No maximum*". The Underlying Zoning calls for a sixty (60) foot maximum. *There should be a reasonable maximum height specified.*
- In the staff report (attached) on page 5 it states "*the required open space is proposed to be reduced to 10%, from the 20% required by the UDO*". That is a significant reduction in open space and should be required to remain at 20%.
- The Permitted Use for Areas A – D (attached), *allows for a tavern or nightclub in area C, a Heliport in area D, and a major hospital in area D. All of which would add excessive traffic and noise throughout the night. These items were not envisioned in the original proposal and should not be allowed.*

Please add these concerns to the record and discussion by the Commissioners during the meeting.

Jeff and Deborah Marcum

16191 Natures Way
Westfield, IN 46074
Lantern Park Subdivision

☎ home office phone: 419.584.5064 | 📞 mobile phone: 513.739.4031 | ✉ email: Jeff@TheMarcums.COM



WESTFIELD-WASHINGTON TOWNSHIP
ADVISORY PLAN COMMISSION

April 5, 2021
2102-PUD-04
Exhibit 1

Docket Number: 2102-PUD-04 (Ordinance No. 21-04)

Petitioner: Front Street Partners, LLC by Church, Church, Hittle + Antrim

Request: A change of zoning for 60.74 acres +/- from the GB-PD: General Business/Planned Development District to Lantern Commons Planned Unit Development (PUD) District.

Current Zoning: GB-PD: General Business/Planned Development District with Zoning Commitments ([Ord. 07-36](#))

Current Land Use: Agriculture

Acreage: 60.74 acres +/-

Exhibits:

1. Staff Report
2. Location Map
3. Proposed Ord. 21-04 (clean)
4. Concept Plan
5. Area B Character Exhibits
6. Area C Character Exhibits
7. Area E Character Exhibits
8. Area E Transition Exhibit
9. Open Space Plan
10. Site Elements
11. Gateway Options
12. Proposed Ord. 21-04 (redlined text only)
13. Permitted Uses Areas A – D (redlined)
14. Petitioner's Response to Issue List
15. Updated Narrative Statement
16. Neighbor Meeting Summary
17. Ord. 07-36 Lantern Commons Zoning Commitments
18. Public Comments

Staff Reviewer: Pam Howard, Senior Planner

PETITION HISTORY

This petition was introduced at the [January 11, 2021](#), City Council meeting. The petition received a public hearing at the [February 1, 2021](#), Advisory Plan Commission (the "Plan Commission") meeting.

The petitioner is held a neighbor meeting on January 28, 2021. A summary this meeting has been provided by the petitioner and included as **Exhibit 16**.

PROJECT OVERVIEW

Location: This subject real estate is approximately 60.74 acres in size and is located at the northeast corner of US 31 and 161st Street (see **Exhibit 2**). The Property is currently zoned GB-PD: General Business/Planned Development District, with an approved set of Zoning Commitments (**Ord. 07-36**). Adjacent zoning districts include SF2 to the North, AG-SF1 and the Lantern Park PUD to the east, LB to the South, and EI and the Indy Hebrew Congregation PUD to the west. Adjacent land uses include Single-Family Residential to the north, east, southeast, and southwest and a corporate headquarters is being built directly south. The west side of US 31 include existing enclosed industrial uses as well as a cemetery.

Project Description: The petitioner is requesting a change in zoning from the GB-PD District to the Lantern Commons PUD District to accommodate a mixed-use development, as described in the Petitioner's Narrative (see **Exhibit 15**).

ORDINANCE DETAILS

Repeal of Previous Zoning and Commitments: The proposed ordinance includes language which repeals **Ordinance 07-36** and the related Commitments that were previously applicable to the Property.

Definitions: As Proposed, the PUD Ordinance includes two definitions that are not present in the UDO: Westfield Boulevard and Natalie Wheeler Trail.

Concept Plan: The proposed ordinance incorporates a Concept Plan (see **Exhibit 4**) which divides the Real Estate into 5 areas for development. Additionally, the Concept Plan allows for additional land, that is currently part of the US 31 ROW, to be added to the PUD in accordance with the UDO Article 2.8(F).

Underlying Zoning: As proposed, the PUD Ordinance assigns GB: General Business District as the underlying zoning district for Areas A, B, C, and D. The proposed underlying zoning district for Area E is MF2: Multi-family Medium Density District.

Permitted Uses Areas A, B, C, and D: The proposed ordinance defaults to the underlying zoning district of GB, while also permitting some additional uses and prohibiting some uses permitted by the UDO. The chart below shows the permitted uses for each area (*italicized uses are added uses per the PUD and would not be permitted by underlying zoning*).

<u>Use</u>	<u>Area A</u>	<u>Area B</u>	<u>Area C</u>	<u>Area D</u>
Office (General, Medical, Professional)		*	*	*
School, Fine Arts or Commercial		*		
School, Professional Trade or Business		*		
Educational institution, without dormitory accommodations	*	*		
Religious Institution	*	*		
Club (Civic or Private)		*		
Development Amenities	*	*	*	*
Commercial Recreational Facility		*	*	*
Tavern (or Nightclub)			*	
Theatre, indoor			*	*
Data processing / call centers		*		*

Temporary Use and event		*	*	*
Heliports				*
<i>Assisted Living</i>	*	*		
<i>Hospice</i>	*	*		
<i>Nursing Home</i>	*	*		
Health, fitness, and exercise facility		*	*	
Hotel or Motel			*	*
Restaurant, (Sit down, Specialty, Takeout and Deli-style)			*	*
Retail (Low and Medium intensity)			*	
<i>Grocery (up to 25,000 SF in floor area)</i>		*	*	
<i>Farm Stand</i>			*	
Hospital (major)				*
<i>Furniture Store (up to 25,000 SF in floor area)</i>			*	

Permitted Uses Area E: The proposed ordinance defaults to the underlying zoning district of MF2 in regards to permitted uses.

General Regulations for Areas A, B, C, and D: As proposed, the PUD ordinance defaults to the general regulations for the GB District, with the exception of the standards outlined below:

Setbacks: The PUD ordinance proposes only district perimeter setback requirements , as outlined below for each area. There would be no setback requirements internal to the development.

- Area A: fifty (50) feet from north property line, fifteen (15) feet from the west easement boundary of the Natalie Wheeler Trail.
- Area B: fifty (50) feet from the west easement boundary of the Natalie Wheeler Trail.
- Area C: fifteen (15) feet from south property line and the west easement boundary of the Natalie Wheeler Trail.
- Area D: fifty (50) feet from north property line, fifteen (15) feet from the south and west property lines.

Maximum Building Height: As proposed, the PUD ordinance alters the sixty (60) foot maximum permitted by the Underlying Zoning for each area as follow:

- Area A: Two (2) stories if within seventy-five (75) feet of the north property line, three (3) stories everywhere else
- Area B: Three (3) stories
- Area C: Two (2) stories
- Area D: No maximum

General Regulations for Area E: The table below outlines the proposed lot standards as compared to the UDO's requirements for MF2 lots (the proposed underlying zoning district).

	AREA E	UDO (MF2)
Max. Density	None proposed	10 units per acre
Max. Dwelling Units per Structure	None proposed	10
Max. Number of Dwelling Units	325 with current land, 375 if additional land is incorporated	150 per project or district
Min. Living Area	600 SF	650 SF
Min. Road Frontage	70'	70'
Min. Front Yard Setback	None proposed	30'
Min. Side Yard Setback	None proposed	12'
Min. Rear Yard Setback	None proposed	20'
Project Perimeter Setback	50' along west perimeter 200' along north perimeter, landscaping, mounding a fencing require in this area per Area E Transition Exhibit (see Exhibit 8)	1:3 Proximity Slope
Max. Building Height	Three (3) stories	45'
Min. Distance Between Buildings	15'	20'

Overlay Districts: The proposed ordinance exempts the Property from the standards of the US 31 Overlay District, while applying the Architectural Design Requirements of the SR 32 Overlay to Areas A, B, C, and D.

Development Standards: As proposed, the PUD Ordinance establishes alternative development standards from the UDO. The development standards of note are briefly highlighted below:

Accessory Use and Building Standards: The proposed ordinance modifies Article 6.1(H)(2) of the UDO which prohibits dumpster enclosures in Established Front Yards, by permitting them in the Established Front Yard of Westfield Boulevard only.

Architectural Standards: The proposed PUD Ordinance defaults to the UDO's multi-family architectural standards for (Article 6.3(E)) for Area E; with the exception of reducing the minimum masonry requirement to forty percent (40%), from the seventy-five percent (75%) required by the UDO. The proposed PUD Ordinance exempts Areas A, B, C, and D from the Architectural Standards of UDO Article 6.3, instead applying the SR 32 Overlay Standards as discussed in the previous section. Additionally, the PUD Ordinance incorporates two sets of Character Exhibits for some of the areas (see **Exhibits 5-7**). In addition to complying with the Overlay, buildings will be required to be constructed in substantial compliance with the first Character Exhibits (labeled as Building Elevation Exhibits E1, F1, and G1 in the Proposed Ordinance). The second page Character Exhibits (labeled as Character and Quality Exhibits E2, F2, and G2 in the proposed ordinance) are

conceptual and intended to further illustrate the anticipated character of the future improvement.

Parking and Loading Standards: As proposed, the PUD Ordinance defaults to the Parking and Loading Standards of the UDO, with the following modifications:

Size of Parking Spaces: As proposed, the PUD Ordinance would permit up to twenty percent (20%) of the required parking spaces to be 8' x 18' to accommodate compact cars. The UDO does not have an equivalent standard, and requires all spaces (with the exception of parallel parking) to be 9' x 18' in size.

Number of Parking Spaces: The proposed PUD Ordinance reduces the number of required parking spaces for multi-family uses in Area E to 1.5 per Dwelling Unit, from the 2 per Dwelling Unit required by the UDO. This is consistent with other approved multi-family projects. Parking space requirements for all other uses would be determined by the Director based upon data supplied by the applicant during the Detailed Development Plan process. This is consistent with the UDO for some (mainly retail) uses, however the UDO does outline specific requirements for certain uses (including office and restaurant uses), which could be waived by this standard.

Landscaping Standards: The PUD Ordinances proposes alternative standards for screen of multi-family parking areas. Parking areas visible from Streets or perimeter lot lines would be screened by either walls, solid materials, and/or a solid evergreen screen with a combination of trees and shrubs, the UDO would require both a wall/other solid material and landscaping. The proposed ordinance would require an evergreen screen with a combination of trees and shrubs in areas where parking spaces are located within ten (10) feet of residential uses, this is also permitted by the UDO.

Open Space and Amenity Standards: The proposed Ordinance modifies some of the UDO standards for multi-family projects. First, the required open space is proposed to be reduced to 10%, from the 20% required by the UDO. Additionally, the ordinance proposes requiring at least one (1) amenity per forty (40) dwelling units. This would result in 10 or more amenities if the development is built with the maximum number of units permitted (with the additional land, 9 without). The UDO does state amenity requirements for development over 150 units. Lastly, the proposed ordinance adds the following additional qualifying amenities: dog park, pet spa, community garden, a bocce court, and the amenities listed in the Open Space Plan (see **Exhibit 9**).

Infrastructure Standards: As proposed, the PUD Ordinance defaults to the City's Construction Standards and the UDO, unless otherwise approved by the Public Works Department. Additionally, the proposed ordinance includes a Site Elements Exhibit and a Gateway Options Exhibit (see **Exhibits 10 & 11**, respectively), which show elements that could be installed with approval by the city.

CHANGES SINCE THE PUBLIC HEARING

The Petitioner has incorporated several changes to the text and exhibits of the proposed ordinance since the February 1, 2021, Public Hearing. These changes can be seen in the Redlined Ordinance (see [**Exhibit 12**](#)), and are discussed in the Updated Project Narrative (see [**Exhibit 15**](#)).

Substantive changes to the ordinance include:

- The addition of a standard which repeals the previous zoning and related commitments contained in [Ord. 07-36](#).
- Removal of all referenced to a Multi-story Parking Garage, including definition, use permission, and related standards
- Addition of a definition for Natalie Wheeler Trail
- Removal of the permission for the district areas to change in size
- Reducing the permitted uses, and incorporating a chart which show the uses permitted in Areas A through D, a redline of the permitted uses for Areas A – D can be found in the [**Exhibit 13**](#).
- Updating the required perimeter setback for each business district, many of which now differ based on property line
- Updating the business district height standards, included limiting the height within 75’ of the north property line on Area A
- Reducing the number of dwelling units permitted in Area E
- Requiring a larger buffer, with specific fence, mound, and landscaping requirements along the north property line in Area E
- Updated Character Exhibits and stronger language requiring substantial compliance with the first set of images
- Incorporation of an Open Space Plan, Site Elements Exhibit, and Gateway Options Exhibit, with requirements for substantial compliance subject to all City approvals

COMPREHENSIVE PLAN

The Westfield-Washington Township Comprehensive Plan identifies the “Employment Corridor” land use as the appropriate land use for the Property; the Employment Corridor land use is described in detail in the Highway Corridors section. The Highway Corridors section proposes office and service uses, research and development, and retail and institutional uses that are subordinate to and supportive of the office and service uses. Development Policies for Highway Corridors are located on p. 53 of the [Comprehensive Plan](#). The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

Thoroughfare Plan: The following corridors are impacted by the development of the Property: (i) Primary Arterial 1: US 31, (ii) Primary Arterial 2: 161st Street (iii) Secondary Arterial: Union Street, (iv) Proposed Secondary Arterial: Westfield Boulevard, (v) Proposed Local: other proposed streets internal to the development, and (vi) Alternative Transportation Plan: perimeter pathways along perimeter streets and sidewalks along internal streets.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the [February 1, 2021](#), Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the [January 11, 2021](#), City Council meeting.

DEPARTMENT COMMENTS

1. **Action:** Forward a recommendation to the City Council.
2. If any Plan Commission member has questions prior to the public hearing, then please contact Pam Howard at (317) 531-3751 or phoward@westfield.in.gov.

EXHIBIT C
(Mark-Up)

USE	Area A	Area B	Area C	Area D
Office (General, Medical, Professional)	x	x	x	x
School, Fine Arts or Commercial	x	x	x	x
School, Professional Trade or Business	x	x	x	x
Educational institution, without dormitory accommodations	x	x	x	x
Public Safety and Service Use	x	x	x	x
Religious Institution	x	x	x	x
Club (Civic or Private)	x	x	x	x
Development Amenities	x	x	x	x
Commercial Recreational Facility	x	x	x	x
Tavern (or Nightclub)	x	x	x	x
Theatre, indoor	x	x	x	x
Data processing / call centers	x	x	x	x
Nursery (ag)	x	x	x	x
Temporary Use and event	x	x	x	x
Bus stations / Transit stops	x	x	x	x
Commercial Parking lots and structures, Public	x	x	x	x
Heliports	x	x	x	x
Utilities not regulated by IURC	x	x	x	x
Assisted Living	x	x		
Hospice	x	x		
Nursing Home	x	x		
Health, fitness, and exercise facility		x	x	x
Hotel or Motel		x	x	x
Restaurant, (Sit down, Specialty, Takeout and Deli-style)		x	x	x
Retail (Low and Medium intensity)		x	x	x
Grocery (up to 25,000 SF in floor area)		x	x	
Farm Stand		x	x	
Multi-story Parking Garage		x	x	x
Restaurant, Fast food			x	
Hospital (major)			x	x
Museum/Exhibition Hall			x	x
Coffee Shop			x	
Sandwich Shop			x	
Furniture Store (up to 25,000 SF in floor area)			x	

x = Permitted Use

 = Deleted

Pamela Howard

From: Kevin M. Todd, AICP
Sent: Monday, April 5, 2021 10:06 AM
To: Pamela Howard
Subject: FW: Lantern Commoms

Kevin M. Todd, AICP | Director

Community Development | 2728 East 171st Street | Westfield,
IN 46074
ktodd@westfield.in.gov | 317-379-6467

[Need to send me a file over 25MB?](#)



From: Jan Kienholz <mtnest322@gmail.com>
Sent: Sunday, April 4, 2021 7:14 PM
To: Andy Cook <acook@westfield.in.gov>; Joe Edwards <jjedwards@westfield.in.gov>; Scott Frei <sfrei@westfield.in.gov>; Jake Gilbert <jgilbert@westfield.in.gov>; Troy Patton <tpatton@westfield.in.gov>; Cindy Spoljaric <cspoljaric@westfield.in.gov>; Kevin M. Todd, AICP <ktodd@westfield.in.gov>
Cc: Marcum Jeff & Deb <JEFF@THEMARCUMS.COM>; Kienholz Jan <mtnest322@gmail.com>; Hinshaw ELAINE <e_hinshaw@msn.com>
Subject: Lantern Commoms

Warning: This external email is from mtnest322@gmail.com. Do not click on unexpected or untrusted links and attachments.

No doubt, you have received much input about the scope of this project. We echo those concerns about the scope & undefined specs of several buildings. Understanding the need for growth is one thing, but this doesn't appear to be the managed growth needed. One more hospital with a helipad is redundant- one exists about a mile north not to mention the 3 more within 5 miles. One aspect that I have not seen regards the reduction of the 20% buffer. The preliminary roundabout at 161st & Union this past week took down a lot of trees. That coupled with the applied for reduction magnifies that 10% reduction.

Please allow managed growth along the 31 Overlay while considering the taxpayers of that area.

Jan Kienholz
Lantern Park Board

Pamela Howard

From: Lou Ann Behan <lkbahan@gmail.com>
Sent: Sunday, April 4, 2021 10:52 AM
To: planners; Cindy Spoljaric; Troy Patton; Kevin M. Todd, AICP; Jan Kienholz; Martha Huber; Jennifer Lawrence; Mark And Julie Albright; kesselem7@sbcglobal.net kesselem; William Behan; Jake Gilbert; Joe Edwards; Scott Frei; Pamela Howard; Timothy Engel
Subject: Lantern Commons PUD comments and concerns for April 5th APC meeting

Warning: This external email is from lkbahan@gmail.com. Do not click on unexpected or untrusted links and attachments.

Advisory Plan Commission,

We wish to echo the comments made on April 3rd by Jeff and Deborah Marcum, specifically that the APC not approve the current proposal without the following changes:

1. That a reasonable maximum height in accordance with the current zoning (60 foot maximum) be required.
2. That the required open space NOT be reduced from 20% to 10%
3. That no use is granted for a tavern, nightclub in area C, a heliport in area D nor a major hospital in area D as these would, indeed, add excessive traffic and noise throughout the night. As stated, these were not envisioned in the original proposal, and should not be allowed.

Please add our concerns to the record and discussion by the Commissioners during the meeting.

William A. Behan Lou Ann Kelly Behan
16201 Morning Drive
Westfield, Indiana 46074
703-609-7753

Pamela Howard

From: ELAINE Hinshaw <e_hinshaw@msn.com>
Sent: Monday, April 5, 2021 10:43 AM
To: planners; Pamela Howard; Mike Johns; Cindy Spoljaric; Troy Patton; Jake Gilbert; Joe Edwards; Scott Frei; Scott Willis
Cc: jeff@themarkcums.com; mtne322@gmail.com; Heather Sommer; John Long; angelagapinski@gmail.com; Nicole Norris; Greg Agee; jennifer.thirdstory@gmail.com
Subject: Lantern Commons PUD -APC meeting 4-5-21
Importance: High

Warning: This external email is from e_hinshaw@msn.com. Do not click on unexpected or untrusted links and attachments.

I want to thank FrontStreet Partners for reaching out to Woodside Drive neighbors to address adjacent buffering/landscaping. However, as a commenting/listening participant of the initial presentation of this PUD (2/1/21), I heard all APC members express that this wooded, rolling acreage was deserving of a very special use. And, that while the current Lantern Commons proposal was much better than the previous large scale retail site planned for this property, this Lantern Commons proposal needed quite a bit of work to make it very special.

I have read through all the attachments for the APC meeting for 4-5-21 and still see several concerns with the updated proposal.

- Exhibit C Redlined uses : **Area D** still contains uses that are either objectionable or need to be more clearly defined. I have serious questions about the checkmarks for heliport, hospital and temporary use (?). Another hospital, really? A heliport—NO!
- Again on Exhibit C- **Area A** : Areas B, C & E Character Exhibits were shown in detail. Area A had no such Character Exhibit. Area A is adjacent to Woodside Drive and fronts on to Union Street. While I understand that the petitioner may be partnering on this Area there should be a clear definition and more detail on how buildings on this Area will look since they will be highly visible.
- If the proposal is approved without further definition, I am concerned what uses would actually “appear” in Area D and what Area A might actually end up looking like.
- All the impacted neighbors were concerned about the loss of this large wooded area. Why has the petitioner requested to reduce the Open Space from 20% to 10% which contradicts the UDO? This should be addressed.
- I am concerned about the nighttime lighting for all proposed structures. This will impact all neighbors.

As a taxpayer and lifelong resident, I ask that Westfield hold all developers to a very high standard. I further ask the members of APC and members of Westfield City Council to seriously consider ----does this proposal currently meet the **ALL** expectations of a very special use for a very special gateway property?

From a personal perspective, there was sadness and concern as I drove east on 161st yesterday (from US 31). The trees had been clear cut by the City for the roundabout. There were three deer now clearly out in the open.

Elaine Hinshaw
1530 Woodside Drive

Sent from [Mail](#) for Windows 10

Pamela Howard

From: Nicole Norris <nnorris41@att.net>
Sent: Monday, April 5, 2021 6:34 PM
To: planners
Subject: Fwd: Lantern Commons PUD -APC meeting 4-5-21

Warning: This external email is from nnorris41@att.net. Do not click on unexpected or untrusted links and attachments.

Hello. I would like to echo the sentiments of my neighbor. I understand the city's need to increase the tax base and attract more businesses and residents but I once again ask you to do it responsibly.

I am not asking just for my home and my family but for the other neighborhoods near me impacted by additional traffic, light pollution and noise. I ask for the residents who enjoy Cool Creek park and the moments of serenity you can find walking the trails.

I would ask that you not move forward until there is a solid plan. It sounds like many things have changed since our last meeting.

Of biggest concern is the possibility of a hospital and helipad! Are there not enough hospitals already along US31? Can one of them build a helipad if it is truly needed? How about go up to the exit at 191st with less impact to residential properties?

I also think there needs to be some consideration for nature and wildlife. I have not seen a deer in my yard since trucks started moving back there. Duke has already cut down a bunch of trees and just left the mess. Will this developer do the same? Are they putting in enough trees to counter act the damage to the environment by taking all of the existing trees out? And on a selfish note...I already have a ton of drainage issues in my yard and I am concerned your mound will just dump more into my yard.

I would also ask you consider the apartment buildings be capped at two levels. Someone on their third floor balcony will decrease the privacy of homes on Woodside Drive as well as those apartment residents who I will see from my back yard.

Thank you for listening and I hope you make the right choices for your residents.

Nicole Norris

Sent from my iPhone

Begin forwarded message:

From: ELAINE Hinshaw <e_hinshaw@msn.com>
Date: April 5, 2021 at 10:42:34 AM EDT
To: planners@westfield.in.gov, Pamela Howard <phoward@westfield.in.gov>, mjohns@westfield.in.gov, Cindy Spoljaric <cspoljaric@westfield.in.gov>, Troy Patton <tpatton@westfield.in.gov>, Jake Gilbert <jgilbert@westfield.in.gov>, Joe Edwards <jjedwards@westfield.in.gov>, Scott Frei <sfrei@westfield.in.gov>, Scott Willis <swillis@westfield.in.gov>

Cc: jeff@themarkcums.com, mtne322@gmail.com, Heather Sommer <sommer623@hotmail.com>, John Long <jtlong2@gmail.com>, angelagapinski@gmail.com, Nicole Norris <nnorris41@att.net>, Greg Agee <gragee@gmail.com>, jennifer.thirdstory@gmail.com
Subject: Lantern Commons PUD -APC meeting 4-5-21

I want to thank FrontStreet Partners for reaching out to Woodside Drive neighbors to address adjacent buffering/landscaping. However, as a commenting/listening participant of the initial presentation of this PUD (2/1/21), I heard all APC members express that this wooded, rolling acreage was deserving of a very special use. And, that while the current Lantern Commons proposal was much better than the previous large scale retail site planned for this property, this Lantern Commons proposal needed quite a bit of work to make it very special.

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From a personal perspective, there was sadness and concern as I drove east on 161st yesterday (from US 31). The trees had been clear cut by the City for the roundabout. There were three deer now clearly out in the open.

Elaine Hinshaw
1530 Woodside Drive

Sent from [Mail](#) for Windows 10

Pamela Howard

From: John Christianson <jdcteach@gmail.com>
Sent: Monday, April 5, 2021 7:57 PM
To: Pamela Howard; planners
Subject: Re: Lantern Commons

Warning: This external email is from jdcteach@gmail.com. Do not click on unexpected or untrusted links and attachments.

Actually still have setback concerns. Wasn't addressed well at the meeting.

On Mon, Apr 5, 2021 at 7:03 PM John Christianson <jdcteach@gmail.com> wrote:
Please remove my objections to setbacks. Addressed in the presentation materials.

On Mon, Apr 5, 2021 at 6:42 PM John Christianson <jdcteach@gmail.com> wrote:

It is with great concern that I see site work starting on the north and central section of this area. It is my understanding that nothing has been approved yet a machine went through and knocked down much of the undergrowth and pretty much a lot of trees that are 3-4" diameter and less. Additionally the contractor who did this decided to burn some plastic container onsite and leave trash onsite. I was informed by Pam Howard that the work was for the roundabout. Sorry, but work 1/2 mile north of the roundabout is not roundabout related. Work all the way back behind every homeowner is not roundabout related. The drilling that appears to be going on in the far north part is not roundabout related.

We want assurances that this site will be kept clean and contractors will be held responsible for that. Also, the developer has not addressed any concerns about how close the proposed road is going to be to property lines. It may be within zoning regulation but they are asking you to waive some requirements relating to apartment numbers, how many parking spaces are needed, size of spaces, etc. Certainly the setback could be adjusted more favorably for property owners on Woodside. Was this even discussed with us? NO. There is no real plan to save any mature trees that has been shared. Currently a few small trees are marked in the front but more as a guide to machinery.

I moved to Westfield in 1992. A lot has changed. Never have I felt more ignored by the city than now. Thanks alot. (He said sarcastically.)

Regards,

John Christianson
1515 Woodside Dr.

Pictures sent separately.

--
John

Pamela Howard

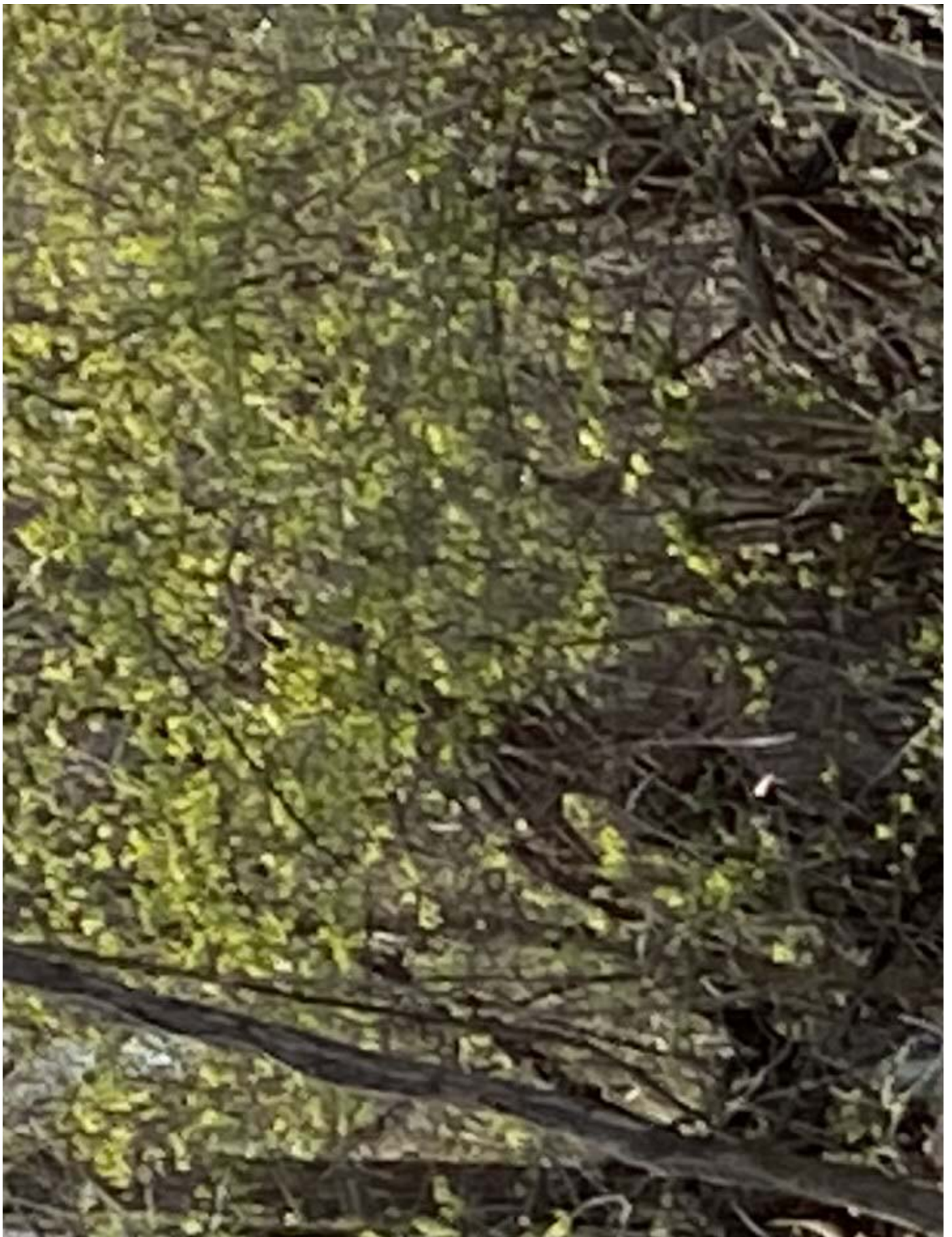
From: John Christianson <jdcteach@gmail.com>
Sent: Monday, April 5, 2021 6:47 PM
To: planners
Subject: More pics

Warning: This external email is from jdcteach@gmail.com. Do not click on unexpected or untrusted links and attachments.





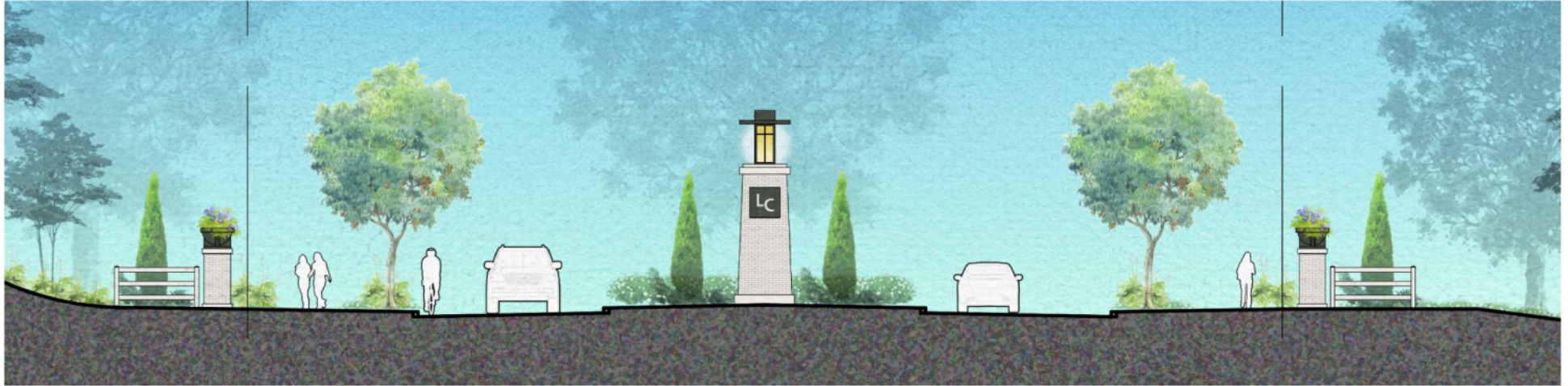






--

John



Westfield Boulevard Connector Street Section
Scale: 1" = 10'



Inspirational Imagery

Site Elements

PROJECT AGREEMENT
(Nicholas Barker Cabin Project)

This Project Agreement ("Agreement") is entered into this ___ day of _____, 2021, by and among the **CITY OF WESTFIELD** (the "City"), an Indiana municipal corporation, and **WESTFIELD WASHINGTON HISTORICAL SOCIETY AND MUSEUM** (the "Developer"), a not-for-profit organization organized and existing under the laws of the State of Indiana.

WHEREAS, the City desires to foster redevelopment and historic preservation within the Westfield; and

WHEREAS, the City recognizes Developer as a local organization dedicated to promoting community awareness of history and encouraging historic preservation; and

WHEREAS, the Developer is a duly established not-for-profit organization existing under the laws of the State of Indiana, and has proposed a Project (as defined herein and in Exhibit A attached hereto and incorporated herein) to rehabilitate the Nicholas Barker Cabin and redevelop the same as a community space and/or museum in a manner which will preserve its historical character and significance, and has requested that the City grant Developer use of certain real estate (the "City Property," or, interchangeably, the "Project Site") in the City's ownership and control, all of which is located in the City and more particularly described in the Lease Agreement (the "Lease") attached hereto as Exhibit B and incorporated herein by reference to Developer in accordance with the terms of the Lease in order to facilitate the Project; and

WHEREAS, the Developer has further requested that the City support the Project through provision of funds (the "Grant") for construction and related improvements upon the terms and conditions contained in the Funding Agreement attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the City and Developer have determined to enter into this Agreement in order to formalize the terms and provisions of the Lease of the City Property to Developer, the grant of City funds to Developer in accordance with the Funding Agreement, and to memorialize each party's related rights and obligations with respect thereto; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

MUTUAL ASSISTANCE

2.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III.

PROJECT AND PROJECT DEVELOPMENT

3.01 Project. Subject to the performance by the parties of their respective obligations under this Agreement and the securing of funding necessary in order to enable Developer to implement the Project, the Developer shall acquire a leasehold interest in and improve the Project Site as generally described in Exhibit A attached hereto and shall construct the Project as more particularly described in Section 3.02 hereof.

3.02 Project Description and Development. The Project shall generally consist of the items and/or parameters set forth in Exhibit A. The Developer shall commence redevelopment of the Project no later than one hundred eighty (180) days following the effective date of this Agreement and, thereafter, shall proceed diligently and in good faith with the construction of the Project, causing full crews to be continuously employed and shall use commercially reasonable efforts to complete the Project by the date set forth in Exhibit A attached hereto, subject only to permitted delays provided for in Section 3.03 hereof.

3.03 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, inability to obtain the required permits, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Developer or the City are entitled to delay performance under this Agreement and (ii) the Developer or the City anticipate that such permitted delay will cause a delay in their performance under this Agreement, then the Developer or the City, as the case may be, agree to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

3.04 Property Taxes. Developer shall be responsible for any/all taxes, if any, assessed on the Real Estate upon acquisition of the Project Site pursuant to the Lease.

3.05 Permits. Developer shall complete and file all necessary documentation to secure all required permits and approvals for construction and installation of the Project.

3.06 Zoning. Developer shall be solely responsible for any rezoning and/or variances necessary to allow for use of the Project in the manner described in Exhibit A.

ARTICLE IV.

CITY PARTICIPATION

4.01 Property. The City shall take all necessary and proper steps to convey possession of the Project Site to Developer pursuant to the terms and conditions of the Lease.

4.02 Grant Funding. The City shall take all necessary and proper steps to provide the Grant to Developer pursuant to the terms and conditions of the Funding Agreement.

ARTICLE V.

ADDITIONAL REPRESENTATIONS, WARRANTIES COVENANTS, AND CONSENTS OF THE DEVELOPER

6.01 Authority. The Developer represents and warrants that it has all requisite authority to enter into this Agreement and will proceed with due diligence to complete the Project.

6.02 Compliance with Law. The Developer agrees to comply in all material respects with all applicable laws related to the construction, development and use of the Project Site and the Project, including any and all applicable laws, rules, and/or regulations pertaining to land use, licenses, permits, and the like.

ARTICLE VI.

AUTHORITY

7.01 Actions. The City represents and warrants that it has taken or will take (subject to the Developer's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

7.02 Powers. The City represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its obligations under this Agreement.

ARTICLE VII.

GENERAL PROVISIONS

8.01 No Agency, Partnership or Joint Venture. Nothing contained in this Agreement nor any act of the City and the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the City on the one hand and the Developer on the other.

8.02 Enforcement. No entity other than Developer shall have the right to enforce the obligations of the City under this Agreement.

8.03 Breach. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after thirty (30) days, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity; provided, however, if such cure, being diligently pursued, is not reasonably capable of being cured within thirty (30) days, the breaching party shall have such additional time as is reasonable to cure such breach before the non-breaching party may seek any remedy available at law or equity.

8.04 No Other Agreement. The parties concur that this Agreement constitutes the parties' mutual recognition that no other contracts or agreements, oral or written, exists between them with respect to the subject matter contained herein and that if such oral or written contracts or agreements exist, such are hereby superseded. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding with respect to the subject matter hereof not reduced to writing and incorporated into this Agreement prior to the execution hereof or not reduced to writing and incorporated into written amendments to this Agreement.

8.05 Notices. All notices required to be given under this Agreement shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth below:

To the City of Westfield:

City of Westfield
130 Penn Street
Westfield, IN 46074
Attention: Blake J. Burgan, City Attorney

To Developer: Westfield Washington Historical Society

Westfield, IN 46074
Attention: _____

8.06 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.07 Amendment. This Agreement may be amended only in writing signed by each of the parties.

8.08 Assignment. Developer shall not be permitted to assign this Agreement to a third party without the express written consent of the City. Even upon City consent, no such assignment shall release Developer from its liability hereunder which shall remain in full force and effect.

8.09 Indiana Law. This Agreement and all Exhibits attached hereto shall be construed in accordance with the laws of the State of Indiana.

8.10 Venue. The parties agree that if any litigation arises out of this Agreement that such litigation shall be brought in a court of competent jurisdiction in Howard County, Indiana.

8.11 Waiver. No delay or failure by Developer or the City to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

8.12 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8.13 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

8.14 Counterparts. This Agreement may be executed in several counterparts but taken together shall be one and the same instrument and all shall be deemed originals.

8.15 Force Majeure. No party shall be liable for any failure to perform its obligations to the extent a delay in performing such obligations is due to acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster, but not including weather conditions which could be reasonably anticipated), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of power sources; provided, however, no obligation shall be delayed under this Section unless notice of the event giving rise to the delay is provided to the other party within ten (10) days of the event first occurring.

(SIGNATURE PAGE IMMEDIATELY FOLLOWS)

SIGNATURE PAGES TO
PROJECT AGREEMENT
(Nicholas Barker Cabin Project)

Westfield Washington Historical Society

Date: _____

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____
who, being first duly sworn, acknowledged the execution of the foregoing Agreement, for and on behalf of
said entity, as his/her voluntary act and deed and for the use and purposes contained therein.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

My Commission Expires:

(Signature) Notary Public

My County of Residence:

(Printed)

My commission number: _____ [if it does not appear on the seal /stamping device]

City of Westfield

Date: _____

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
)
COUNTY OF HAMILTON) SS:

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My Commission Expires:

(Signature) Notary Public

My County of Residence:

(Printed)

My commission number: _____ [if it does not appear on the seal /stamping device]

This document was prepared by Cameron G. Starnes, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204.

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

Exhibit A

Project Description

[To be provided by Developer.]

Exhibit B

Lease of City Property/Project Site

Exhibit C to Project Agreement for Nicholas Barker Cabin Project

FUNDING AGREEMENT

This Funding Agreement is entered into as of _____, 2021, between the City of Westfield (the "City"), an Indiana municipal corporation, and Westfield Washington Historical Society ("Developer"), an Indiana not-for-profit organization.

WHEREAS, the City and Developer (collectively, the "Parties") are parties to that certain Project Agreement (the "Project Agreement") for the Nicholas Baker Cabin Project (the "Project"), which Project Agreement specifies the general rights and obligations between and among the Parties relative to the Project; and

WHEREAS, pursuant the Project Agreement, City has authorized the grant of certain funds (the "Grant Funds") to Developer for the purpose of supporting and incentivizing reconstruction of the Nicholas Barker Cabin as described in further detail in Exhibit A to the Project Agreement; and

WHEREAS, pursuant to the Project Agreement, Developer has pledged to utilize the Grant Funds to aid in the construction, reconstruction, and related improvements to the Nicholas Barker Cabin, which property is the subject of that certain Lease Agreement (the "Lease") between the Parties, in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. RECITALS

The representations, covenants, and recitations set forth in the foregoing recitals and those recitals contained in the Project Agreement are material to this Funding Agreement and are hereby incorporated into and made a part of this Funding Agreement as though fully set forth in this section.

SECTION 2. MUTUAL ASSISTANCE

The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Funding Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Funding Agreement.

SECTION 3. DEFINITIONS

City shall mean the City of Westfield, an Indiana municipal corporation.

Developer shall mean Westfield Washington Historical Society, an Indiana not-for-profit organization.

Disbursement Request shall mean the submission of a completed request form (Exhibit 1 hereto) by Developer to the City requesting a disbursement of Grant Funds for eligible Project Costs.

Execution Date means the date in the first paragraph of the Project Agreement.

Force Majeure means any delay occasioned by causes beyond a party's control, including, but not limited to, work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies but not including normal inclement weather in Central Indiana, such as cold, ice, sleet, snow or hail. The party asserting Force Majeure shall deliver written notice to the other party and any performance required shall be excused for the period of days that such performance is delayed and the deadline for such performance shall be extended by the same period.

Grant Funds shall mean One Hundred Forty Thousand and no/100 (\$140,000.00) in duly appropriated City funds.

Laws means all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees.

Project Costs shall mean costs incurred by Developer to construct/reconstruct the Nicholas Barker Cabin and related improvements, as further set forth in Exhibit A to the Project Agreement and Section 5, below.

SECTION 4. CITY'S OBLIGATIONS

Upon approval and execution of this Agreement, the City shall take all necessary steps to make the Loan Principal available to Developer subject to the terms of Section 6 below, such proceeds to be used by the Developer to carry out its obligations as further described in this Agreement. The City shall be authorized to execute necessary documents and take any and all other necessary steps in effectuating the transfer and disbursement of the Grant Funds.

SECTION 5. DEVELOPER'S OBLIGATIONS

1. Responsibilities of Developer. Developer shall perform the following commitments (the "Commitments") in connection with the development of the Project:

- (a) Developer shall ensure the Project Site is zoned properly prior to development;
- (b) Developer shall construct, reconstruct, and/or restore the Nicholas Barker Cabin and related improvements in the manner specified in Exhibit A to the Project Agreement;
- (c) Developer shall utilize the Grant Funds strictly for construction of the Project;
- (d) Developer agrees to complete the Project to the satisfaction of the City by such time as is specified in the Project Agreement, subject to unavoidable delays.

SECTION 6. GRANT TERMS

1. Disbursement. City shall authorize disbursement of Loan Proceeds to, or on behalf of, Developer to pay (or reimburse Developer for) Project Costs upon receipt by City of a Disbursement Request from Developer, provided that the City shall not be obligated to disburse Grant Funds more frequently than once per month. Developer shall submit AIA Document G702 and AIA Document G703, along with invoices, lien releases, and other documentation as City may require in support of each Disbursement Request. City: (i) may accept and rely on the truth and accuracy of the statements set forth in each Disbursement Request that it receives from Developer; and (ii) shall not incur any liability in connection with its disbursement of Loan Proceeds in reliance on the truth and accuracy of the statements set forth in a Disbursement Request. At least five days in advance of the delivery of a Disbursement Request to City, Developer shall deliver to City, for review by it and/or its representative or other contractor, an advance copy of the Disbursement Request (including all information required pursuant to the definition thereof) that it intends to deliver to the City. Upon approval of each Disbursement Request by City, City shall authorize disbursement of Grant Funds to Developer within thirty (30) business days, unless otherwise agreed by the parties. Except to the extent set forth in this Section, City shall not have any responsibility for ensuring that the Grant Funds are used in the proper manner. Further, in the event a Default exists, the City shall have no obligation to direct the disbursement of any of the Grant Funds to Developer in response to an otherwise valid Disbursement Request until such Default has been cured.

2. Project Completion. Upon completion of the Project and the placement of the same into service, Developer shall submit a request for certification from City that the Project is complete. City shall be entitled to conduct a reasonable inspection of the Project, both in terms of documentation and physical structure, upon receipt of Developer's request for certification.

5. Default.

(a) Events of Default. It shall be an "Event of Default" if Developer fails to complete the Project by the Completion Date or fails to perform or observe any term or condition of this Agreement to be performed or observed by it within thirty (30) days after Developer receives notice from City specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day period shall be extended as reasonably as may be necessary for the Developer to remedy the failure, provided the Developer: (a) commences to remedy the failure within the thirty (30) day period; and (b) completes such remedy within a period of no more than ninety (90) days, unless otherwise explicitly agreed to in writing by all parties.

(b) General Remedies. Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) protect the rights granted to the non-defaulting party under this Agreement; (ii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iii) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses, together with interest at the rate of 8% per annum, excluding attorney's fees.

(c) No Remedy Exclusive. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Section or by the Laws.

SECTION 7. OTHER TERMS

1. Assignment. Until the Project is completed, Developer shall not assign this Agreement without the prior written approval of the City. Notwithstanding any assignment permitted under this Section, Developer shall remain liable to perform all of the terms and conditions to be performed by it under this Funding Agreement, the Project Agreement, and the Lease Agreement, and the approval by the other party of any assignment shall not release Developer from such performance.

2. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the

other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as specified in the Project Agreement. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

3. Authority. Each undersigned person executing this Agreement on behalf of the City and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of City and Developer, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by City and Developer, respectively.

4. Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

5. Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon, City and Developer, and their respective successors and assigns. This Funding Agreement constitutes the entire agreement between City and Developer with respect to the subject matter hereof, and may be modified only by a written agreement signed by City and Developer. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Funding Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Whenever in this Funding Agreement a singular word is used, it also shall include the plural wherever required by the context and vice versa. This Funding Agreement shall be governed by, and construed in accordance with, the laws of the State of the Indiana. All Exhibits to this Funding Agreement are attached hereto and incorporated herein by reference. Any ambiguity shall not be construed against either party, as both parties participated in the drafting of this Agreement and had separate advice of counsel in so drafting. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto. City and Developer agree that all disputes arising, directly or indirectly, out of or relating to this Agreement, and all actions to enforce this Funding Agreement, shall be dealt with and adjudicated in the state courts of the State of Indiana, County of Hamilton, and for that purpose each party hereby expressly and irrevocably submits itself to the jurisdiction of such courts. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, City and Developer, any rights or remedies under or by reason of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, City and Developer have executed this Project Agreement as of the day and year first written above.

"CITY"

City of Westfield

By: _____

Printed: _____

Title: _____

"DEVELOPER"

Westfield Washington Historical Society

By: _____

Printed: _____

Its: _____

EXHIBIT 1

Disbursement Request

The undersigned hereby states and certifies that:

- (a) he or she is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Subsection 6(1.) of the Funding Agreement executed by and among Developer and the City of Westfield ("City") dated _____, 2021 (the "Funding Agreement"), the undersigned hereby requests that the City disburse Grant Funds to the payees set forth on the attached Schedule 1 in the amounts set forth on Schedule 1 for the purposes set forth on Schedule 1;
- (c) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (d) the Project Costs being paid pursuant to Schedule 1 have not been paid previously with a disbursement of Grant Funds;
- (e) the Project Costs being paid pursuant to Schedule 1 are in accordance with, where applicable, the attached AIA Document G702 and AIA Document G703 and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request;
- (f) no Event of Default by the Developer has occurred and is continuing under the Funding Agreement.
- (g) This statement constitutes the approval of the Developer of each disbursement hereby requested and authorized.
- (h) As provided in Subsection 6(1.) of the Loan Agreement, the City: (i) may accept and rely on the truth and accuracy of the statements set forth herein; and (ii) shall not incur any liability in connection with its disbursement of Grant Funds in reliance on the truth and accuracy of such statements.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the Funding Agreement.

Submitted by Westfield Washington Historical Society

By: _____

Its: _____

Approved by City of Westfield

By: _____

Its: _____

ORDINANCE 21-26

ORDINANCE FOR ADDITIONAL APPROPRIATION

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

WHEREAS, it is the duty and the responsibility of the Council to maintain fiscal integrity of the finances of the City; and,

WHEREAS, at times it becomes necessary to appropriate additional funds within the approved budget as contemplated and authorized under I.C. 36-4-7-8 to maintain that fiscal integrity.

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

Section 1. That for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

<u>Fund Name</u>	<u>Budget Classification</u>	<u>Amount Requested</u>	<u>Amount Approved by Fiscal Body</u>
0101 General	Contractual Services & Charges	\$140,000	\$140,000

Section 2. Said funds shall only be disbursed pursuant to the Cabin Project and Funding Agreements procedures and policies outlines by Statutes of Indiana, the Ordinances of the City of Westfield and the Indiana Department of Local Government Finance.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All Ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. Any portion of this Ordinance later deemed invalid shall not operate to invalidate the remaining portions.

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____ 2021.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Scott Willis

Scott Willis

Scott Willis

Jake Gilbert

Jake Gilbert

Jake Gilbert

Joe Edwards

Joe Edwards

Joe Edwards

Scott Frei

Scott Frei

Scott Frei

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

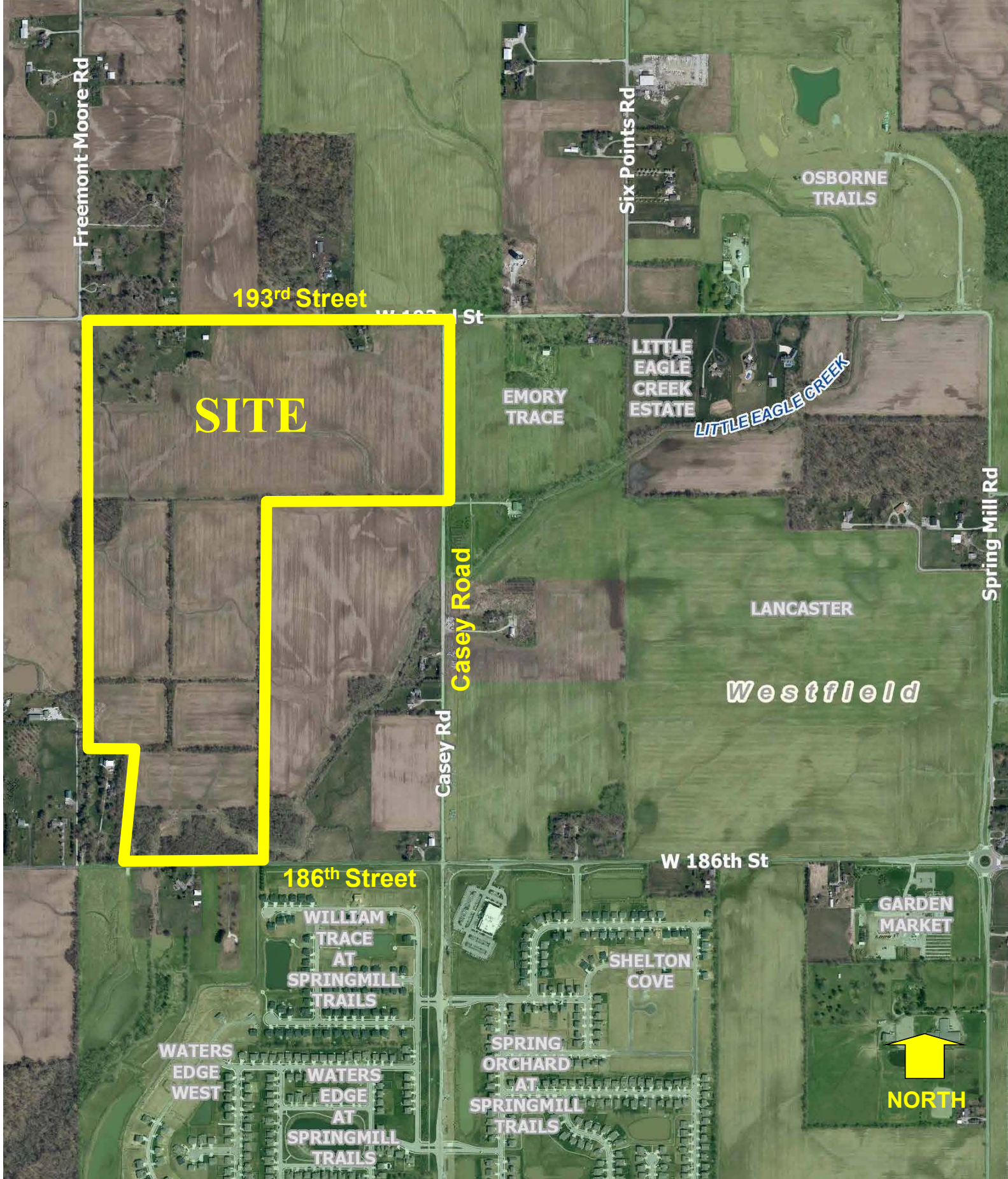
I hereby certify that ORDINANCE 21-26 was delivered to the Mayor of Westfield
on the _____ day of _____, 2021, at _____ m.

Cindy Gossard, Clerk-Treasurer

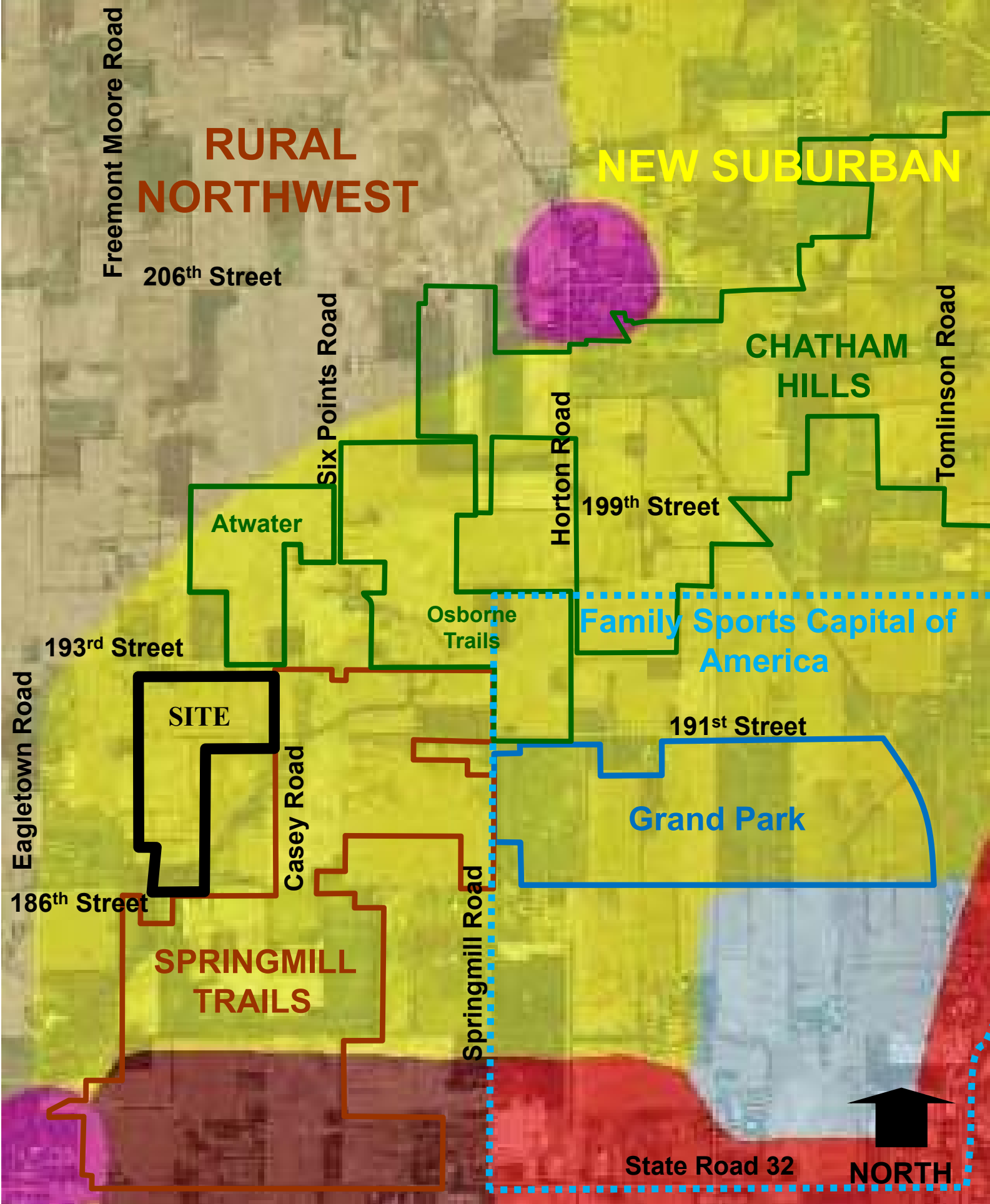
I hereby APPROVE ORDINANCE 21-26 I hereby VETO ORDINANCE 21-26
this _____ day of _____, 2021. this _____ day of _____, 2021.

J. Andrew Cook, Mayor

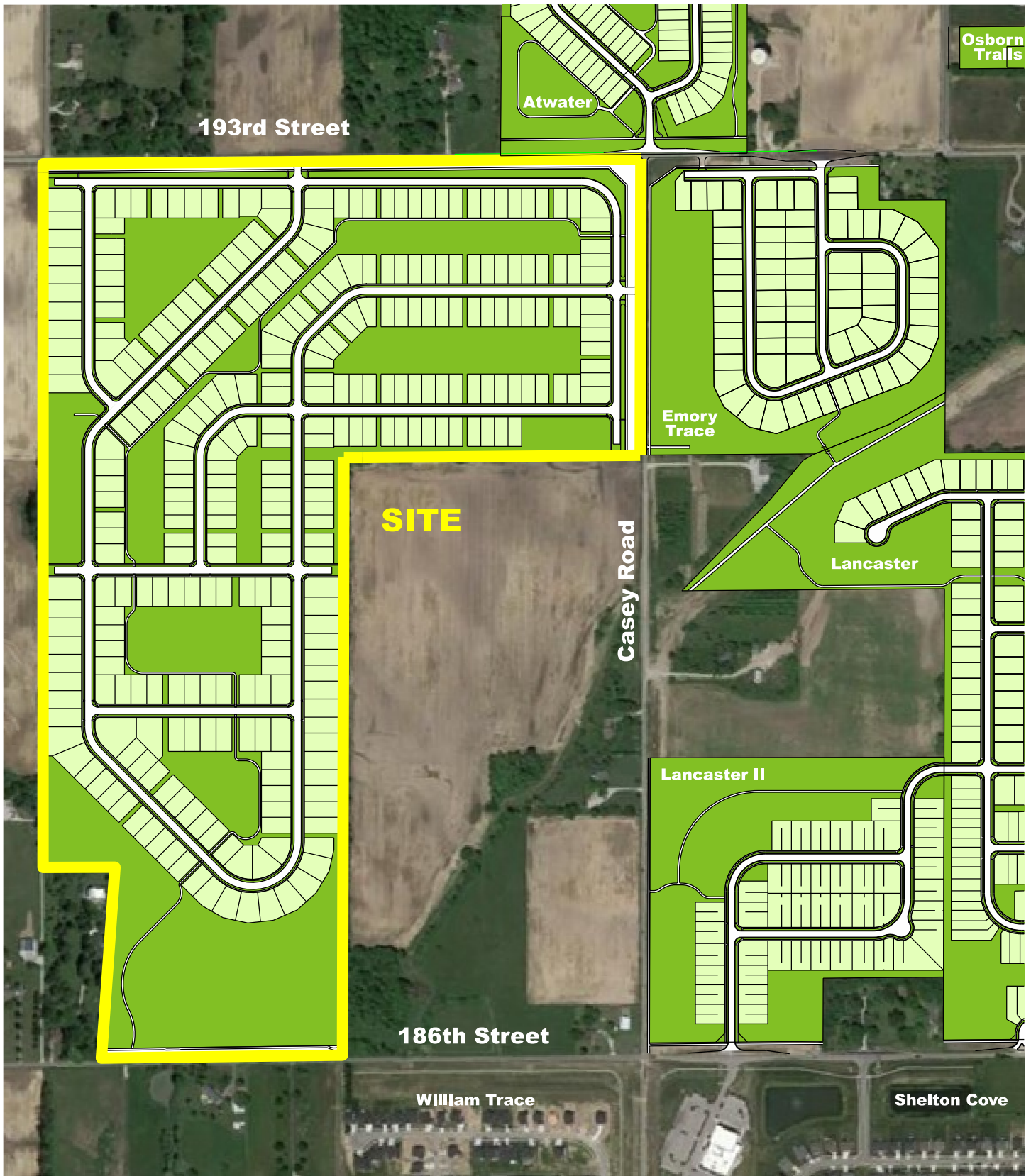
J. Andrew Cook, Mayor



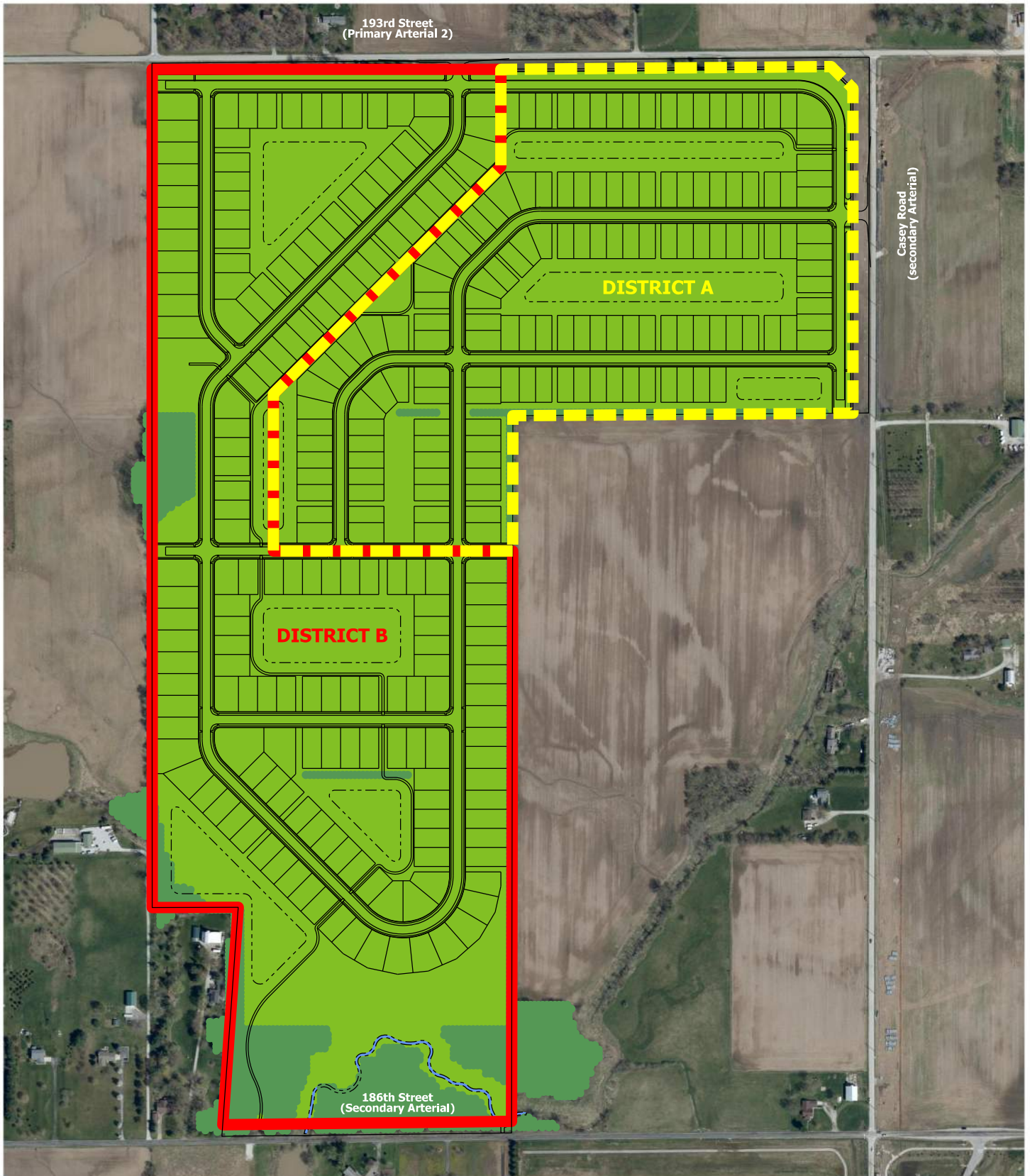
Winterburg
Site Location Map



Winterburg Comprehensive Plan Analysis



WINTERBURG Context



193rd Street
(Primary Arterial 2)

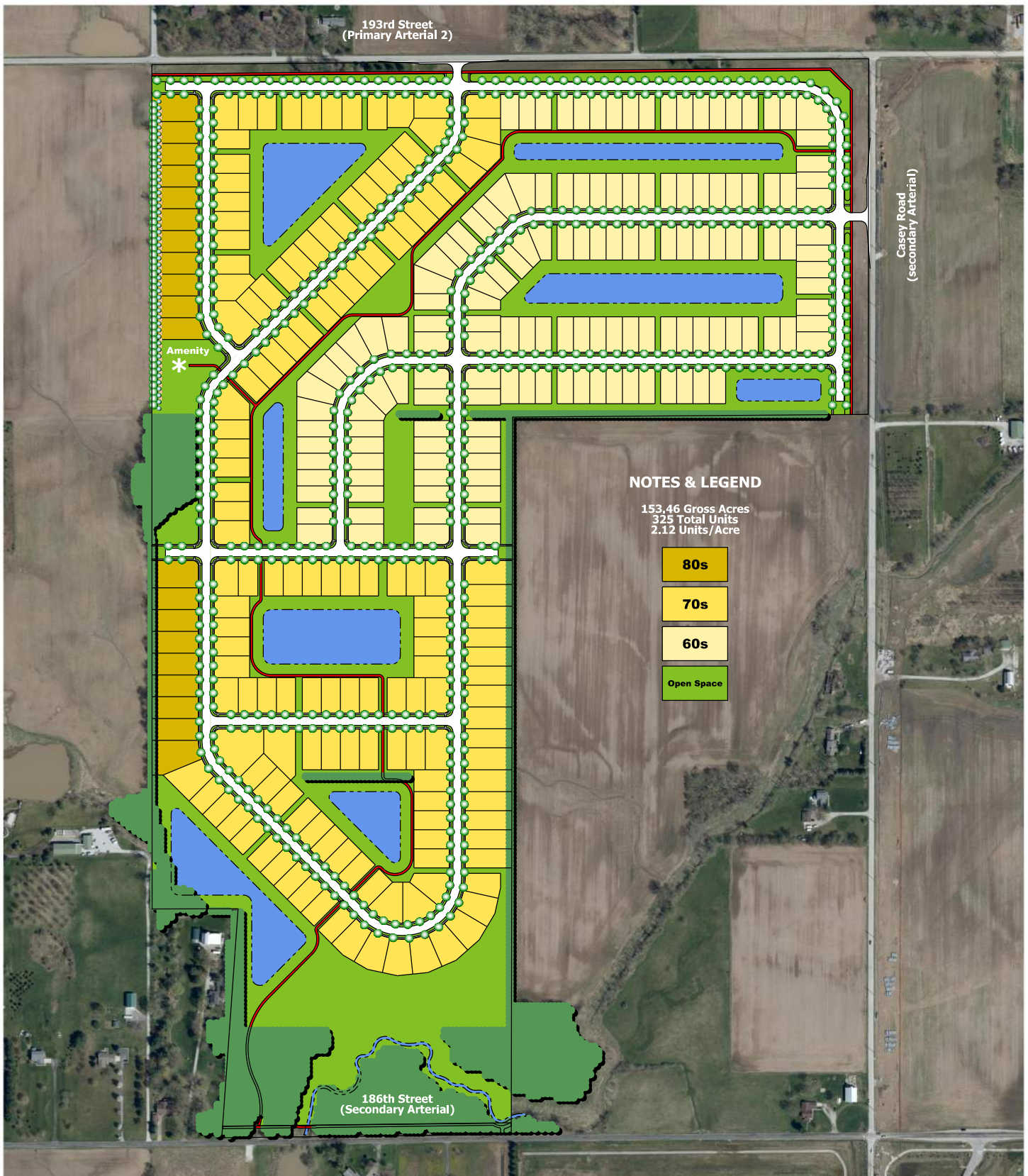
Casey Road
(secondary Arterial)

DISTRICT A

DISTRICT B

186th Street
(Secondary Arterial)

WINTERBURG
Zoning Districts



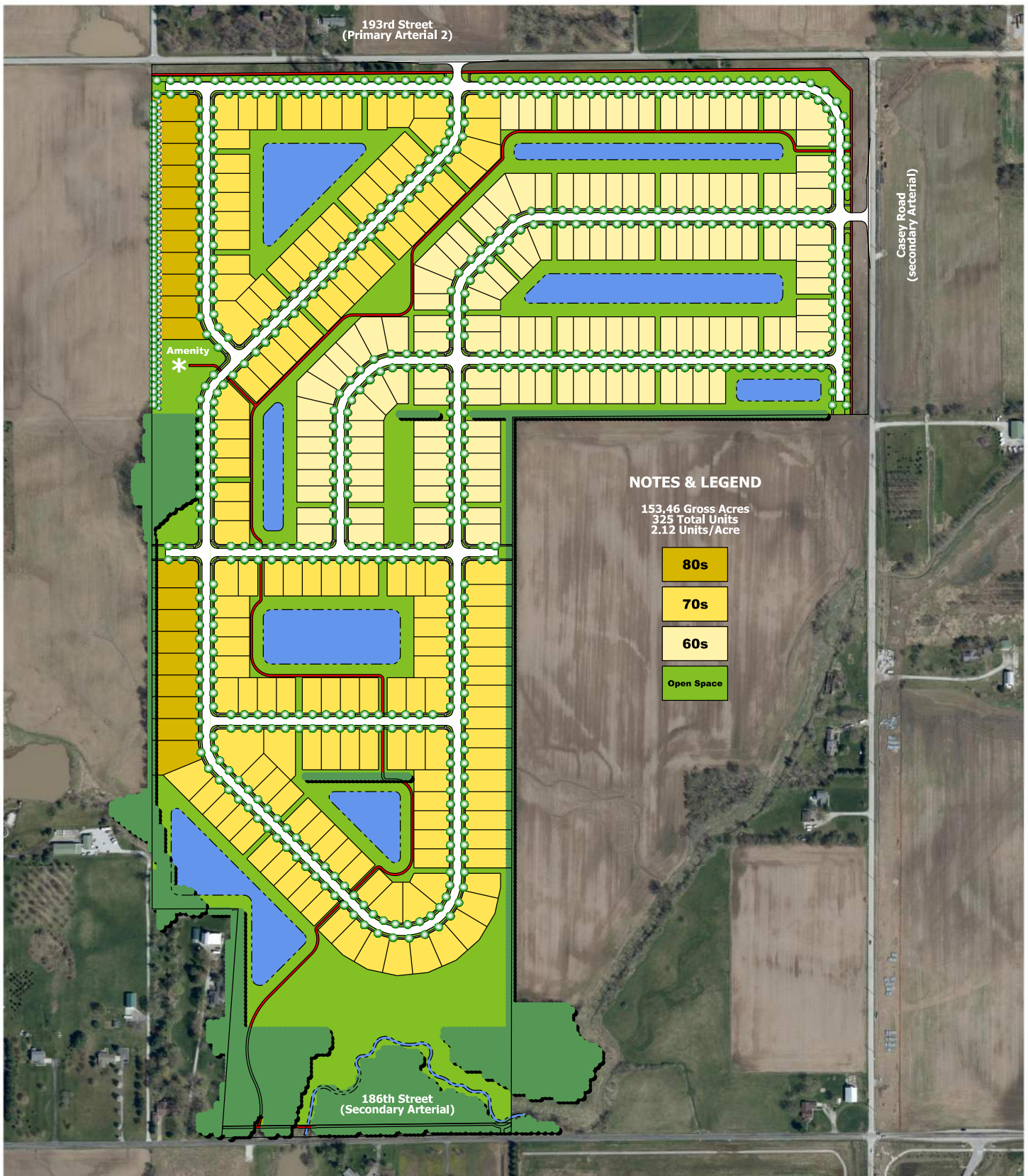
WINTERBURG Concept Plan

EXHIBIT C
CHARACTER EXHIBITS
(Page 1 of 4)

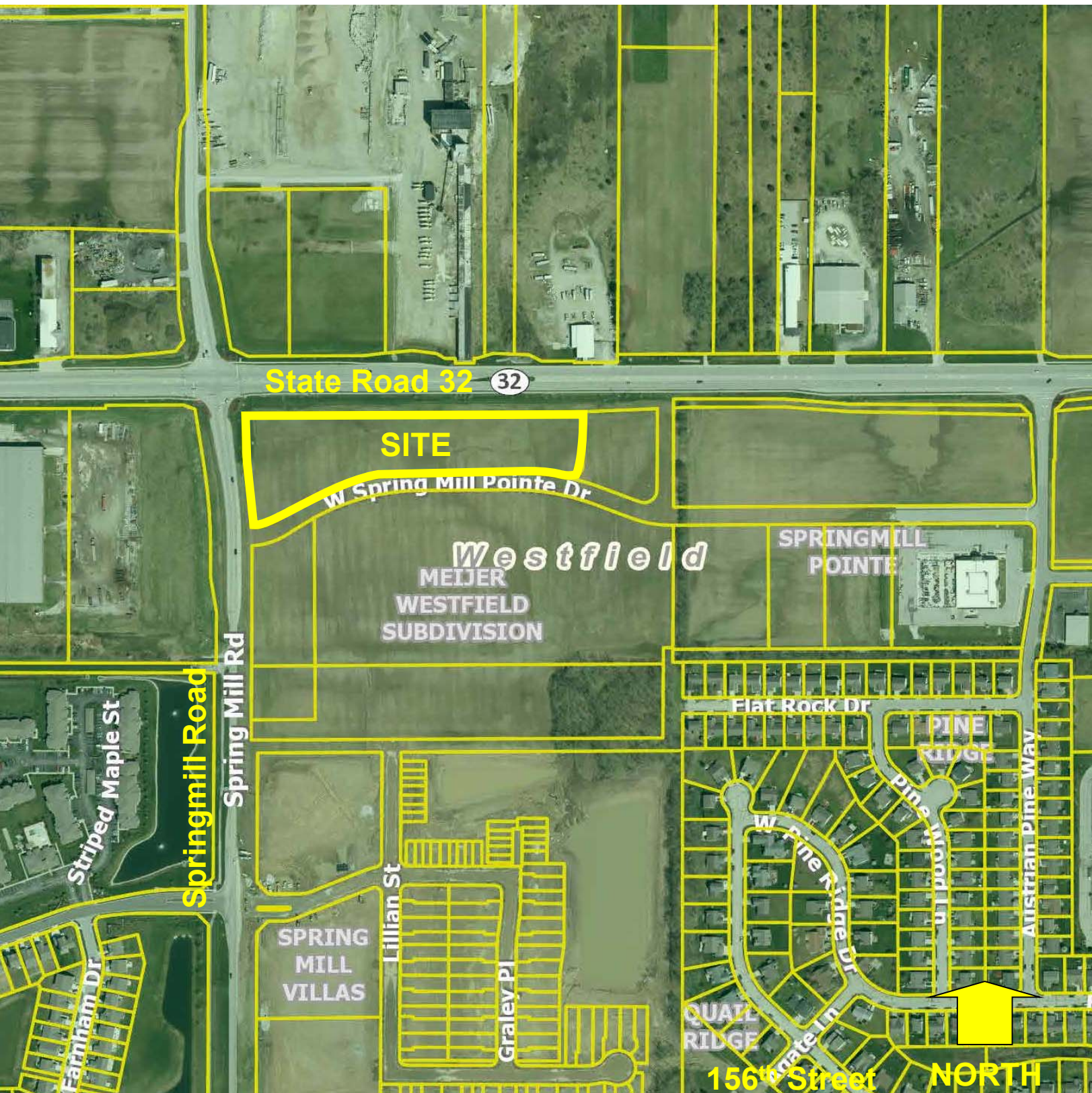


EXHIBIT C
CHARACTER EXHIBITS
(Page 3 of 4)





WINTERBURG Concept Plan



Meijer Block A
Site Location Map / Aerial Photograph



All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

REVISIONS:	
ISSUE DATE:	
DEVELOPMENT PLAN	02-24-2022

PANDA PROJECT #: D8060
CIVIL PROJECT #: 2020-0251

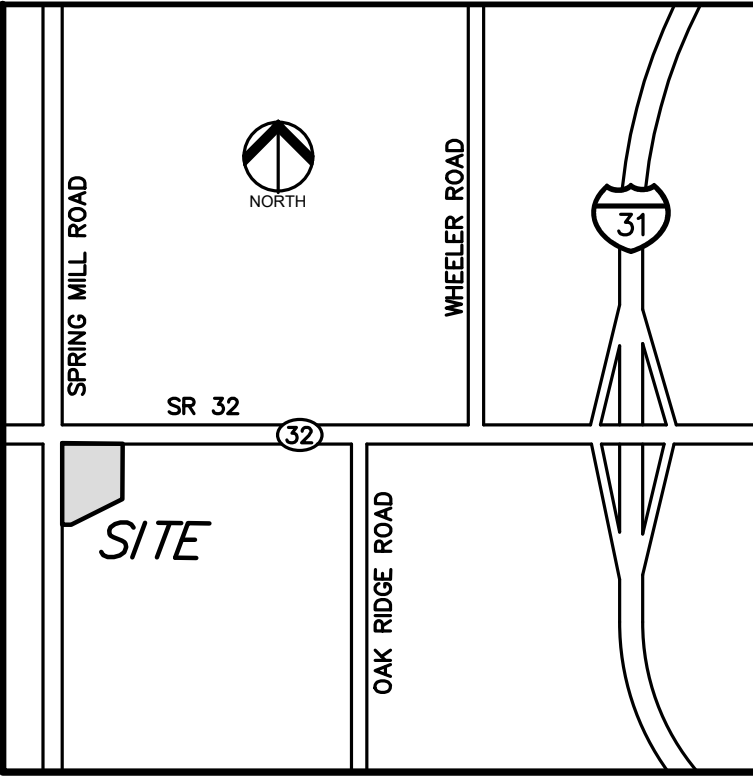
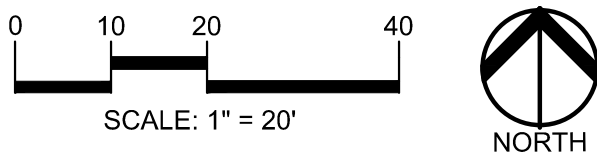


TRUE WARM & WELCOME
SR 32 & SPRING MILL ROAD (MEIJER #319)
WESTFIELD, IN, 46074

TRUE WARM & WELCOME 2300 R4

TOPOGRAPHIC AND BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY WOOLPERT, INC.

PEA GROUP WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS/OMISSIONS RESULTING FROM SURVEY INACCURACIES.



LOCATION MAP – NOT TO SCALE

LEGEND

- | EXISTING | PROPOSED |
|---|---|
| <p>OH—ELEC—W/O.H. LINE. POLE & GUY WIRE
UNDERGROUND CABLE TV, CATV PEDESTAL</p> | |
| <p>UG—CATV—</p> | |
| <p>UG—ELEC—PHONIC—</p> | |
| <p>GAS MAIN, VALVE & GAS LINE MARKER</p> | |
| <p>WATER MAIN, HYDR., GATE VALVE, TAPPING SLEEVE & VALVE</p> | |
| <p>SANITARY SEWER, CLEANOUT & MANHOLE</p> | |
| <p>STORM SEWER, CLEANOUT & MANHOLE</p> | |
| <p>DRAIN, SQUARE, ROUND & RECTIFY CATCH BASIN, YARD DRAIN</p> | |
| <p>BOX</p> | |
| <p>TRANSFORMER, IRRIGATION CONTROL VALVE</p> | |
| <p>SPOT ELEVATION
CONTINUE LINE</p> | <p>PROPOSED</p> |
| <p>FENCE</p> | |
| <p>GUARD RAIL</p> | |
| <p>STREET LIGHT</p> | |
| <p>SIGN</p> | |
| <p>CONC.</p> | |
| <p>ASPH.</p> | |
| <p>GRAVEL</p> | |
| | <p>STD HEAVY DEEP DUTY STRENGTH</p> |

REFERENCE DRAWINGS

OTHER ALTA/NSPS LAND TITLE SURVEY FOR 4700 DUPONT ROAD, FORT WAYNE, INDIANA, AS PROVIDED BY MILLER LAND SURVEYING, INC. FORT WAYNE, INDIANA, #14052731

- ☐ A ☐ 1
☐ B ☐ 2
☐ C ☐ 3
☐ D ☐ 4
☐ E ☐ 5
☐ F ☐ 6

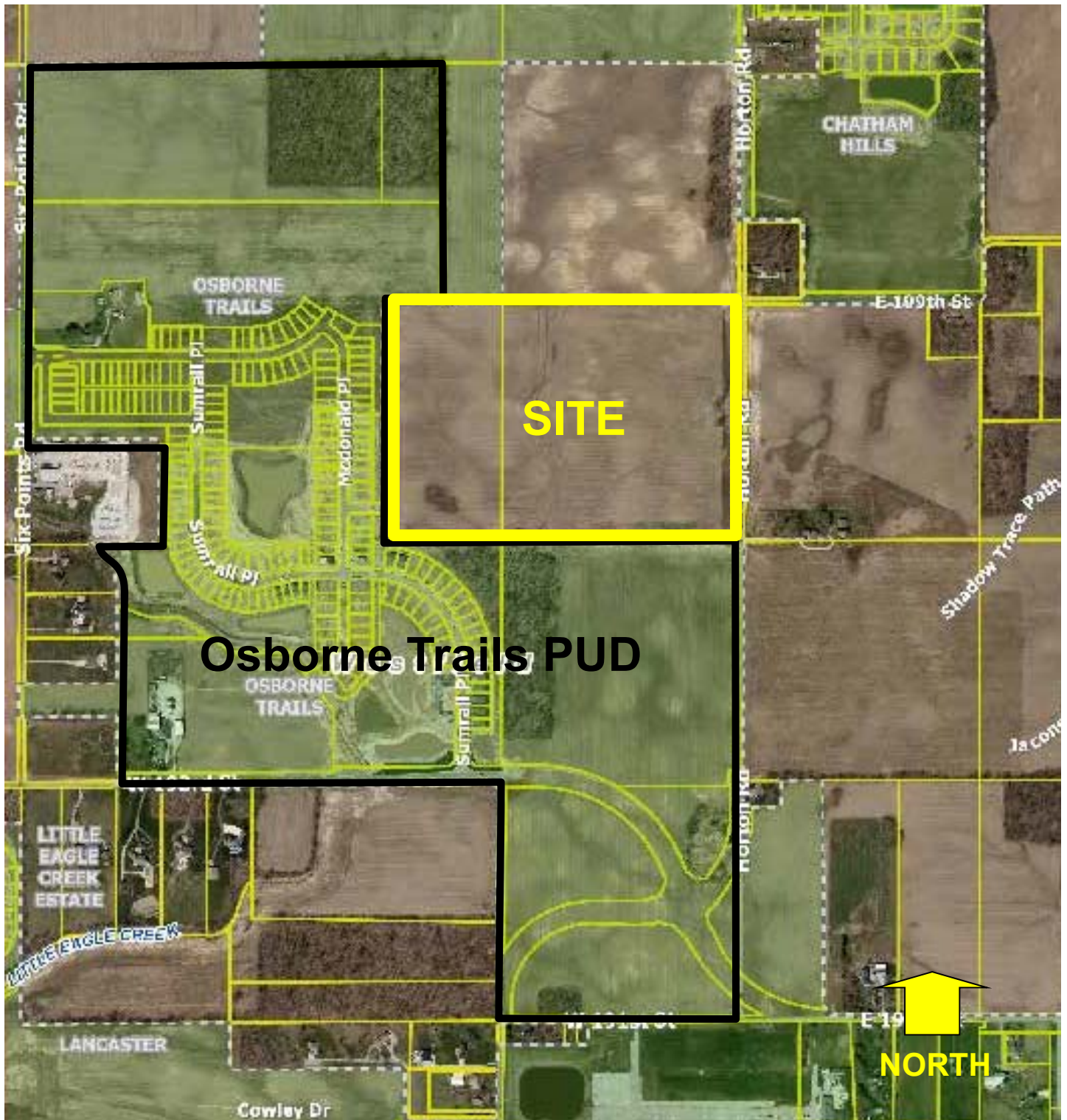


OSBORNE TRAILS

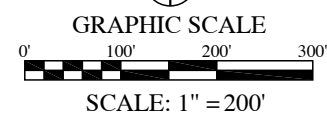
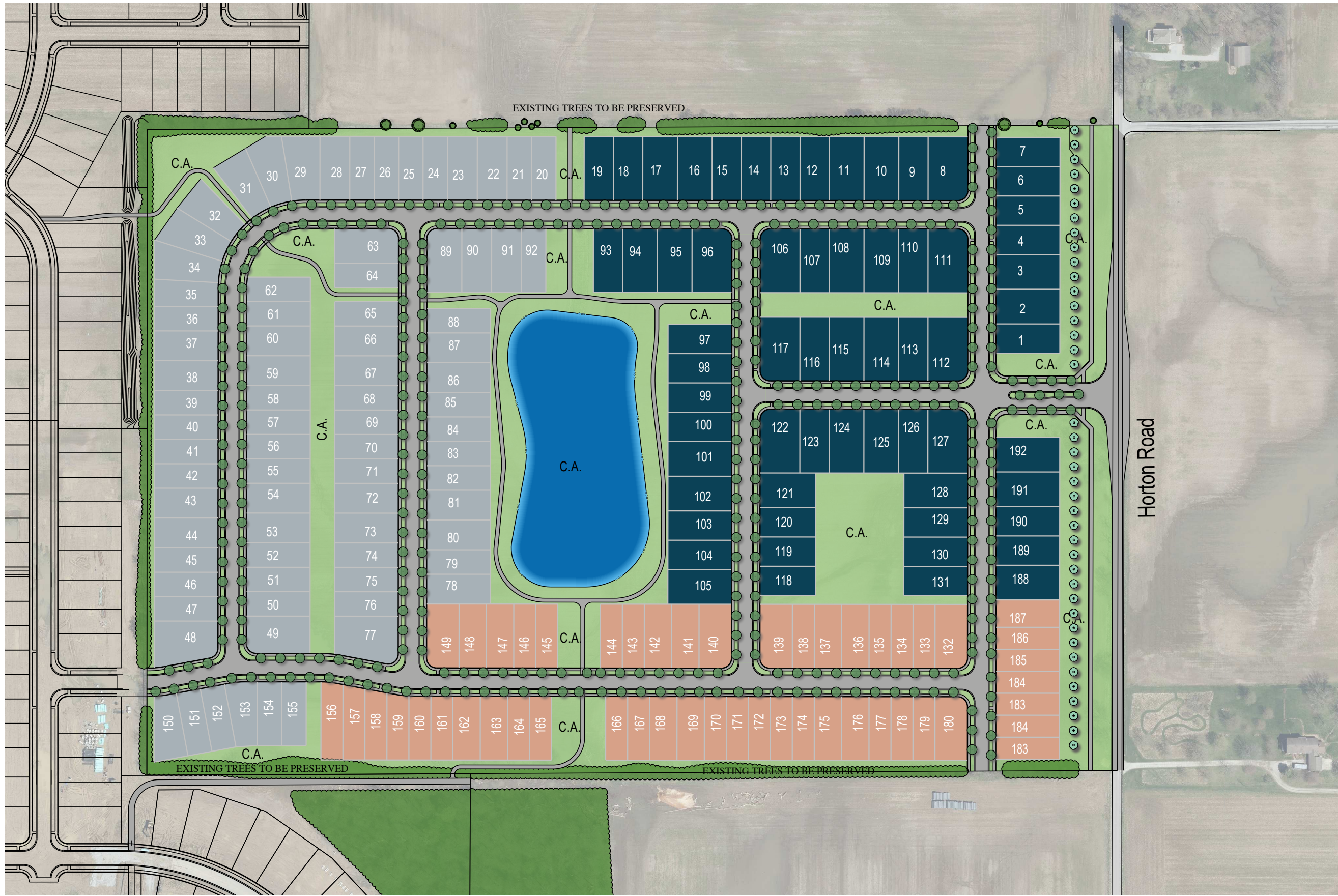


Northwest Westfield





Osborne Trails – Phase II – Site Location Exhibit



60' x 130' = 63 LOTS
50' x 130' = 79 LOTS
45' x 130' = 50 LOTS

TOTAL = 192 LOTS

BANAS PROPERTY
(OSBORN TRAILS)
LAYOUT E COLOR EXHIBIT 2
WESTFIELD, INDIANA
APRIL 1, 2021







The Retreat

Opening Spring 2021

- Gathering Room with 2-story fireplace
- Gourmet Kitchen for entertaining
- State of the Art Fitness Center
- Pilates, Yoga, Private Training Studio
- Arts and Crafts multi-purpose room
- Billiards Room and TV Lounge
- Resort-style outdoor pool and lannai.



GROUND LEASE

THIS GROUND LEASE (hereinafter this “**Lease**”), is made effective as of the ____ day of _____, 2021, (“**Effective Date**”) by and between WESTFIELD PUBLIC SAFETY BUILDING CORP., an Indiana municipal corporation (“**Landlord**”), and WESTFIELD WASHINGTON HISTORICAL SOCIETY AND MUSEUM, an Indiana not-for profit corporation (“**Tenant**”).

RECITALS

A. Landlord is the owner of a tract of unimproved land situated in the City of Westfield, Hamilton County, Indiana, which consists of approximately ____ acres, commonly known as 136 Penn St., Westfield, Indiana 46074 (the “**Land**”).

B. The Land is part of the development project known as Nicholas Barker Cabin Project (the “**Cabin Project**”).

C. The CITY OF WESTFIELD, an Indiana municipal corporation (the “**City**”) and Tenant are parties to that certain Project Agreement, dated as of _____, 2021, with respect to the development of the Cabin Project (“**Cabin Project Agreement**”) and that certain Funding Agreement, dated as of _____, 2021, with respect to the funding on the Cabin Project (“**Cabin Funding Agreement**”). “Cabin Project” shall not include, and shall specifically exclude, any modifications or changes to the Cabin Project Agreement or the Cabin Funding Agreement made without Landlord's consent (such consent not to be unreasonably withheld, conditioned or delayed).

D. Tenant desires to lease a portion of the Land and all appurtenances thereto from the Landlord upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I LEASED PREMISES

Section 1.01 Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the real estate in Hamilton County, State of Indiana having the common address of 136 Penn St., Westfield, Indiana 46074, all as depicted on Exhibit A attached hereto and by reference made a part hereof and the improvements located thereon (the “Leased Premises”), subject to and together with all rights of way, easements, restrictions of record and current real estate taxes and assessments not delinquent.

Section 1.02. Condition of the Leased Premises. Landlord represents and warrants that all utilities, including, but not limited to, water, electricity, gas, telecommunication, sanitary and storm sewers are now in place and are available for providing service to the Leased Premises.

Otherwise, Landlord makes no representations and warranties concerning the physical condition of the Leased Premises and Tenant agrees that it is taking the same in "AS IS" condition.

ARTICLE II TERM OF LEASE

Section 2.01. Lease Term. The "Lease Term" of this Lease and Tenant's obligation to pay rental hereunder shall commence on the "Effective Date" shall end ninety-nine (99) years from (i) the Effective Date if the Effective Date is the first day of a calendar month, or (ii) the first day of the first calendar month following the Effective Date if the Effective Date is not the first day of a calendar month.

Section 2.02. Lease Year. The term "Lease Year" is hereby defined to mean a period of twelve (12) consecutive calendar months. The first Lease Year shall commence on the Effective Date and expire twelve (12) consecutive months from (i) the Effective Date if the Effective Date is the first day of a calendar month, or (ii) the first day of the first calendar month following the Effective Date if the Effective Date is not the first day of a calendar month, and each succeeding Lease Year during the Lease Term shall commence on the day following expiration of the First Lease Year and on each anniversary of the such date throughout the Lease Term.

Section 2.03. Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration of the Lease Term and without the execution of a new Lease, it shall be deemed to be occupying the Leased Premises as a tenant from month to month at 150% of the monthly rental rate paid at the expiration of the Leased Term and, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. In the event Tenant remains in possession of the Leased Premises pursuant to this Section 2.03, Tenant shall be required to vacate its Leased Premises upon thirty (30) days' notice from Landlord to so vacate.

ARTICLE III RENTAL

Section 3.01. Monthly Rental. Commencing on the Effective Date and continuing throughout the Lease Term, Tenant shall pay to Landlord, on the first day of each month in advance, rental for each month (or portion thereof) of the Lease Term (the "Monthly Rental") of _____ and 00/100 Dollars (\$)_____ provided, however, that in the event that the Effective Date is other than the first day of the calendar month, Tenant shall pay pro rata rental from the Effective Date to the first day of the first calendar month following the Effective Date based on the Minimum Monthly Rental payable with respect to the first Lease Year;

Section 3.02. Payments. Rental checks are to be made payable to Landlord and mailed to Landlord at _____, or otherwise as designated by Landlord from time to time. No acceptance by Landlord of a lesser sum than the Monthly Rental, reimbursement to Landlord, or any other charge then due shall be deemed to be other than on account of the earliest installment of same then due, and no endorsement or statement on any check

or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Lease.

Section 3.03. Past Due Payments. If any monthly installment of Annual Rental or other payment required under this Lease remains unpaid after the tenth (10th) day of the calendar month in which it is due or any subsequent calendar month, a service charge equal to One and One-Half percent (1 1/2%) of the amount overdue may be charged by Landlord for each such calendar month for the purpose of defraying the additional expenses incident to the handling of such overdue amount. If Tenant shall fail to pay, when the same is due and payable, any other payment owing from Tenant to Landlord pursuant to this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of One percent (1%) per month.

ARTICLE IV OCCUPANCY AND USE OF LEASED PREMISES

Section 4.01. Use and Occupancy. The Leased Premises shall be used and occupied by Tenant for commercial purposes and shall not be used in whole or in part for any other use or purpose without the prior written consent of Landlord.

Section 4.02. Use. Tenant shall use the Leased Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Leased Premises; shall comply with and obey all laws, regulations, or orders of any governmental authority or agency applicable to the Leased Premises. Tenant shall conduct its business from the Leased Premises in a commercially responsible manner.

ARTICLE V ASSIGNMENT AND SUBLETTING

Tenant shall not assign or transfer this Lease without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not sublet the Leased Premises or any portion thereof without the prior written consent of Landlord.

ARTICLE VI UTILITIES

Landlord shall not be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if, during the Lease Term, because of conditions beyond Landlord's control, the quantity or character of any utility service is changed or no longer available or suitable for Tenant's requirements. Tenant shall be responsible, at Tenant's sole cost, for the maintenance, operation and repair of all utilities serving the Leased Premises and located on the Leased Premises, except as otherwise provided herein. Commencing on the Effective Date, payment for usage of all utilities based upon or in connection with the Leased Premises, including but not limited to assessments or charges for sewage disposal, shall be made by Tenant. Notwithstanding the foregoing to the contrary, Landlord shall be responsible for any loss, damage

or expenses incurred by Tenant as a result of Landlord's, its agents' or employees' negligence causing the interruption or cessation of utility service to the Leased Premises for a period of more than forty-eight (48) consecutive hours.

ARTICLE VII CONSTRUCTION, REPAIRS AND MAINTENANCE

Section 7.01. Tenant's Obligations

(a) "Pre-Commencement Work" means the activities, improvements, infrastructure, and other work constructed or performed by Tenant prior to the Effective Date, as set forth on Exhibit B attached hereto.

(b) Except as provided in the Cabin Project Agreement, prior to construction, repair, restoration or replacement at any time of any improvements on or under the Leased Premises or the placing at any time of any structures, including without limitation signage, of any nature whatsoever on the Leased Premises, including those related to the Cabin Project (the "**Project**"), Tenant shall obtain the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, as to plans and specifications, architectural or other design, materials, plot plan and location of any improvements, including, but not limited to, buildings, identification or other exterior signs, asphalt paving, concrete curbing, curb cuts, parking lot lighting, and garbage and trash enclosures.

(c) Tenant agrees that Landlord has no duty, responsibility or obligation to pay any expenses of operation of the Cabin and improvements, including electricity, water, gas and other utility services furnished to the Leased Premises, or portions thereof, the same being the sole responsibility of Tenant, except that Landlord will be responsible for the maintenance of the grounds on the Land.

Tenant shall promptly pay and discharge any and all costs, expenses and other liabilities, including bonds, letters of credit, utility fees, tap-in fees, permits, licenses, utility connections and assessments, and shall indemnify Landlord for any and all loss, costs, expenses, damages and other liabilities, which may arise in connection with or by reason of the Pre-Commencement Work or the Project work. With respect to any labor performed or materials furnished by or for Tenant at the Leased Premises, the following shall apply: all such labor shall be performed and materials furnished at Tenant's own cost, expense and risk, and Tenant hereby covenants and agrees to pay for all such labor and materials. Promptly upon request, Tenant shall provide Landlord with all plans and specifications, contracts, permits and other items in Tenant's possession or control related to the Pre-Commencement Work and the Supplemental Work.

(B) Tenant shall construct the Project on the Leased Premises and otherwise alter or change the condition of the Leased Premises, and in that connection Tenant shall have the right to seek and obtain from Landlord such modifications of the plans as Tenant deems necessary or appropriate, and substantially complete the Project within ____ () years following the Effective Date, provided that such date shall be extended for any periods of Force Majeure affecting Tenant's ability to commence, continue or complete construction of the Project. If Tenant fails to

commence construction of the Project on the Leased Premises (such commencement being defined as site clearing and grading activities have occurred at the Leased Premises and installation of foundations or footings for the building have commenced) within one hundred eighty (180) days of the Effective Date (provided that such date shall be extended for any periods of Force Majeure affecting Tenant's ability to commence construction of the Project) (the "**Commencement Deadline**"), then Landlord, as its sole remedy at law or in equity, shall have the right to terminate this Lease by providing written notice to Tenant and recording a termination of this Lease with the Hamilton County Recorder's office within thirty (30) days of the Commencement Deadline. If Landlord fails to so terminate this Lease within such time period, then Landlord's right to terminate shall be of no further force or effect. Subject to Tenant's right to contest any liens as provided in this Agreement, Tenant shall promptly pay and discharge any and all costs, expenses and other liabilities, including bonds, letters of credit, utility fees, tap-in fees, permits, licenses, utility connections and assessments, and shall indemnify Landlord for any and all loss, costs, expenses, damages and other liabilities, which may arise in connection with or by reason of any development, alterations, reconstruction, or other work on the Leased Premises (other than work performed by or on behalf of Landlord, including the Pre-Commencement Work), except to the extent caused by the negligence or willful misconduct of Landlord or its employees or agents. With respect to any labor performed or materials furnished by or for Tenant at the Leased Premises, the following shall apply: all such labor shall be performed and materials furnished at Tenant's own cost, expense and risk, and Tenant hereby covenants and agrees to pay for all such labor and materials, subject to Tenant's right to contest any liens as provided in this Agreement.

(d) All improvements, equipment, facilities and landscaping on the Leased Premises, shall be kept clean and shall be maintained in good condition and repair by Tenant, reasonable wear and tear excepted. In the event such improvements are damaged or destroyed by fire or other casualty, Tenant promptly shall repair and restore same in accordance with the prior written consents and approvals of Landlord as hereinabove set forth. In the event Tenant fails to maintain such improvements, equipment, and facilities in good condition and repair or fails to promptly repair and restore the same following a fire or other casualty, within thirty (30) days after written notice to Tenant from Landlord, Landlord may perform the covenants of Tenant under this section and Tenant promptly shall reimburse Landlord for the cost of same. In all events Tenant shall be provided a reasonable opportunity to effect maintenance, repair and restoration of the Leased Premises as required of Tenant pursuant to the terms of this Lease. In the event Tenant maintains the insurance required pursuant to the terms of this Lease and in amounts as specified by Landlord herein, and without fault of Tenant, the proceeds of insurance are insufficient to repair and restore the Leased Premises following damage or destruction, then Tenant's obligation to repair and restore shall be limited to the proceeds available from the insurance maintained herein pursuant to Article VIII.

(e) At the end of the Lease Term or upon default of Tenant in its obligations under this Lease, the (i) Tenant shall remove its personal property and trade fixtures from the Leased Premises, including without limitation its tradename or logo sign and other identifying material and Tenant, at its expense, and shall repair any damage to the Leased Premises or improvements therein caused by such removal, and (ii) all improvements, fixtures, and equipment shall become and remain the property of Landlord.

Section 7.02. Liens. Tenant shall not permit any lien to be filed against the Leased Premises arising out of or in connection with any work performed or material or equipment furnished to the Leased Premises. In the event that any such lien or notice of lien is filed or asserted against the Leased Premises, Tenant shall take immediate steps to resolve the claims evidenced thereby, and as to any lien filed or asserted, cause such lien to be released within sixty (60) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such lien (and the claim evidenced thereby) and furnish to Landlord a bond or other security, reasonably satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien or any loss, cost or expense (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) arising out of or in connection therewith. Upon the failure of Tenant to discharge, satisfy or otherwise attend to any such claim in a manner reasonably satisfactory to Landlord or secure the release of any lien or notice of lien which are made, filed or asserted against the Leased Premises, or upon a failure to post a bond or other security indemnifying Landlord against foreclosure of any lien as hereinabove provided, Landlord, in addition to any and all other remedies available under this Lease or otherwise provided by law, may compromise and settle such claim and/or discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable immediately by Tenant. Notwithstanding the foregoing, Tenant may grant a security interest in Tenant's improvements, trade fixtures, equipment and furnishings, used or installed in the Leased Premises in connection with financing or leasing such improvements, trade fixtures, equipment and furnishings. The Leased Premises shall not be subject to a Tenant shall be permitted to mortgage the Leased Premises.

ARTICLE VIII INSURANCE AND INDEMNIFICATION

Section 8.01. Public Liability and Property Damage Insurance and Indemnification. Tenant, at its sole cost and expense, shall purchase and maintain in force at all times during the Lease Term, Commercial General Liability and worker's compensation insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Leased Premises, such insurance to be obtained and maintained for the benefit and protection of both Landlord and Tenant, to include Landlord as an additional insured, to be carried with an insurer with a Best's rating of not less than A-X and licensed to do business in Indiana, and in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate and all other coverage extensions that are usual and customary for Improvements of the size and type from time to time constructed on the Leased Premises, and umbrella liability insurance in excess of primary liability coverages in an amount not less than \$5,000,000 per occurrence/annual aggregate. Tenant shall INDEMNIFY AND SAVE HARMLESS Landlord from any claim, demand, loss, liability, cost or expense (including, without limiting the generality of the foregoing, attorneys' fees and court costs) of whatsoever nature, kind or description, whether by reason of injury to or the death of persons or damage to or the destruction of property, or otherwise, arising out of or in connection with Tenant's use and occupancy of the Leased Premises or any products or services sold, to be sold, stocked or made available from or upon the Leased Premises. Landlord shall INDEMNIFY AND SAVE HARMLESS Tenant from any claim, demand, loss, liability, cost or expense (including, without limiting the generality of the foregoing, attorneys' fees and court costs) of whatsoever nature, kind or description, whether by reason of injury to or the death of

persons or damage to or the destruction of property, or otherwise, arising out of or in connection with Landlord's or its employees', contractors', or agents' negligent acts or willful misconduct.

Section 8.02. Fire and Extended Coverage Insurance. Tenant, at Tenant's sole cost and expense, shall keep the Leased Premises and the improvements, equipment, facilities and building constituting a part of the Leased Premises insured in the name of Landlord and Tenant during the Lease Term against loss or damage by fire and other risks as are customarily covered by an extended coverage endorsement, in an amount no event less than the replacement cost thereof, with insurance carriers or companies as shall be reasonably approved by Landlord. All proceeds of insurance shall be payable to Tenant and Landlord as their interest may appear and shall be used to the extent necessary by Tenant to repair and restore the building pursuant to Section 7.01 of this Lease. All proceeds of insurance not used to repair and restore the building shall be the sole property of and payable to Landlord; provided, however, in the event Tenant has repaired and restored the Leased Premises following casualty in accordance with Section 7.01 and there are insurance proceeds remaining after such repair and restoration, such remaining proceeds shall be the property of Tenant.

Section 8.03. Copies of Certificates of Insurance to be Furnished by Tenant. Tenant shall furnish Landlord, at least annually and upon making any coverage changes, with a copy of each of the certificates of insurance evidencing insurance coverage for the risks referred to in the foregoing Sections of this Article.

Section 8.04. Releases and/or Waiver of Claims. Landlord shall not be liable for and Tenant waives all claims against Landlord for damages to persons or property sustained by Tenant or Tenant's employees, agents, invitees or servants resulting from the Leased Premises, or any equipment or appurtenances becoming out of repair, or resulting from any accident or occurrence in or about the Leased Premises, or resulting directly or indirectly from any act or neglect of any third person, firm or corporation. Tenant hereby releases Landlord from any liability or responsibility to Tenant (or anyone claiming through Tenant by way of subrogation or otherwise) and waives all claims against Landlord for any loss or damage to Tenant's property, unless such loss or damage shall have been caused by the negligent acts or omissions of Landlord or its agents, contractors or employees.

ARTICLE IX EMINENT DOMAIN

Section 9.01. Condemnation of Leased Premises. If more than twenty-five percent (25%) of the Leased Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain (a "Public Taking"), Landlord and Tenant shall each have the option to terminate this Lease as of the date possession shall be taken by such public or quasi-public authority by giving the other party written notice of termination within thirty (30) days after notice of a Public Taking. If either shall exercise such option, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay rental up to that date with an appropriate refund by Landlord of such rental as may have been paid in advance for any period subsequent to the date possession is taken. In the event that neither Landlord nor Tenant exercises the option to terminate pursuant to this Section, then this Lease

shall continue in full force and effect, including without limitation, payment of all rental and other amounts payable hereunder without abatement, apportionment or pro-ration.

Section 9.02. Condemnation Award. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Leased Premises or for any access to the Leased Premises or for permanent or temporary takings or rights-of-way, shall be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or the improvements thereon or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant's leasehold improvements to the extent of the cost to Tenant of said improvements, less depreciation computed from the date of said improvements to the expiration of the Lease Term; provided, further, that such award made to Tenant shall not diminish Landlord's award.

ARTICLE X TAXES

Section 10.01. Real Estate Taxes and Assessments. Tenant shall pay all real estate taxes and assessments levied against all or any part of the Leased Premises and the improvements constituting a part thereof due and payable during the Lease Term, if any. Provided Tenant has paid all taxes due and payable during the Lease Term, Tenant shall have no liability for taxes accrued during the Lease Term and payable subsequent to the expiration of the Lease Term. Payment of same shall be by reimbursement to Landlord within thirty (30) days after Landlord provides Tenant with a statement for same, or shall be paid directly by Tenant to the appropriate taxing authorities if the Leased Premises, including land and improvements, are separately assessed for real estate tax and assessment purposes in which event a copy of each tax bill showing receipt of payment by the taxing authorities shall be furnished to Landlord by Tenant within thirty (30) days after the due date of any such payment. In addition, Tenant shall pay to Landlord within thirty (30) days after written notice is mailed by Landlord to Tenant the amount of any tax, other than federal or state income tax, which Landlord must pay as a result of the imposition of a tax upon the leasehold estate or rents created by this Lease by federal, state, county, municipal, or other taxing authorities. In the event Tenant fails to pay any of the foregoing when due, then Landlord, in addition to any other remedies available under this Lease or otherwise provided by law, may pay such amounts and all payments, expenditures and costs incurred by Landlord in connection therewith shall be payable promptly by Tenant.

ARTICLE XI INSOLVENCY OR BANKRUPTCY

Section 11.01. Insolvency or Bankruptcy.

(i) In the event a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the United States Bankruptcy Code, the Trustee or Tenant, as Debtor-in-Possession may not elect to assume this Lease unless, at the time of such assumption, the Trustee or Debtor-in-Possession has provided Landlord "Adequate Assurance" (as defined

below) that the Tenant, Trustee or Debtor-in-Possession, as applicable, is fully capable of strict compliance with all obligations under the Lease for the remainder of the Lease Term of this Lease and has cured or provided Landlord Adequate Assurance that:

(a) within thirty (30) days from the date of such assumption, the Trustee or Debtor-In-Possession will cure all monetary defaults under this Lease including all attorneys' fees as provided by this Lease; and

(b) within thirty (30) days from the date of such assumption, the Trustee or Debtor-in-Possession will cure all non-monetary defaults under this Lease.

(ii) If the Trustee or Debtor-in-Possession has assumed the Lease pursuant to the provisions of this Article for the purpose of assigning Tenant's interest hereunder (or assumes the Lease pursuant to the provisions of this Article and later proposes to assign the Lease) to any other person or entity, such interest may be assigned only after the Trustee, Debtor-in-Possession and the proposed assignee have complied with (and the proposed assignee has provided Adequate Assurance to the Landlord that such proposed assignee is fully capable of strict compliance throughout the Lease Term with) all of the terms, covenants and conditions of this Lease and have provided the Landlord with adequate assurances as defined in the Code that such assignment will not disrupt or deviate substantially the existing use of the Land, with Landlord and Tenant acknowledging that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant.

(iii) For purposes of this Article, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "Adequate Assurance" shall mean:

(a) the Trustee or Debtor-in-Possession and proposed assignee have and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Debtor-in-Possession and proposed assignee will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Leased Premises properly staffed with sufficient employees to conduct a fully-operational, actively promoted business in the Leased Premises; and

(b) the applicable bankruptcy court shall have entered an order segregating sufficient cash payable to Landlord, and the Trustee or Debtor-in-Possession or the proposed assignee (as applicable) shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, the Trustee, the Debtor-in-Possession or the proposed assignee (as applicable), acceptable as to value and kind to Landlord to secure to Landlord the obligation of the Trustee, the Debtor-in-Possession or the proposed assignee (as applicable) to cure the monetary and/or non-monetary defaults under this Lease with the time periods set forth above.

(iv) When, pursuant to the Code, the Trustee or Debtor-in-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises or any portion thereof, such charges shall not be less than the rent payable by Tenant hereunder, or in the event Tenant has ceased doing business in the Leased Premises, the reasonable use and occupancy charges shall be equal to the then reasonable rental value of the Leased Premises. The rights and

remedies of the Landlord and the liabilities and obligations of Tenant set forth in this Lease shall be in addition to those which may now or hereafter be accorded, or imposed upon, Landlord and/or Tenant by the Code.

ARTICLE XII DEFAULT

Section 12.01. Rights on Tenant's Default. In the event of (a) any failure by Tenant to pay any rental or any other monetary amount when due as required in this Lease, or (b) any failure by Tenant to perform its obligations under this Lease after thirty (30) days' written notice by Landlord to Tenant describing the failure to perform in reasonable detail, then, it shall be deemed a default under this Lease; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, then Tenant shall be given another thirty (30) days to cure the default provided that it is diligently prosecuting the same to completion, *and* in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord may (i) elect to terminate this Lease, or (ii) perform the covenant of Tenant which is in default (entering the Leased Premises if necessary) and Landlord's performance of such covenant shall neither subject Landlord to liability for any loss, inconvenience or damage to Tenant, nor be construed as a waiver of Tenant's default or of any other right or remedy of Landlord with respect to such default.

Should Landlord elect to terminate this Lease, Landlord may, but shall not be obligated to, relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord in the exercise of Landlord's commercially reasonable discretion may deem advisable, with the right to make alterations and repairs to the Leased Premises. Such reletting shall not constitute an acceptance by Landlord of a surrender of the Leased Premises by Tenant. Upon each such reletting (a) Tenant immediately shall be liable for payment to Landlord, of any indebtedness of Tenant other than rental due hereunder, the cost and expense of such reletting (including but not limited to leasing commissions payable to Landlord, or its affiliates, or to independent brokers) and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rental reserved in this Lease for the period of such reletting (up to but not beyond the Lease Term) exceeds the amount agreed to be paid as rental for the Leased Premises for such period of such reletting; or (b) at the option of Landlord, rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness of Tenant other than rental due hereunder; second, to the payment of any cost and expense of such reletting and of such alterations and repairs; third, to the payment of rental due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rental as the same may become due and payable hereunder. Notwithstanding any reletting without termination, Landlord, at any time, may thereafter elect to terminate this Lease for Tenant's previous default. In addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including the cost of recovering the Leased Premises, and including the rental reserved and charged in this Lease for the remainder of the Lease Term, and including all costs of enforcement and collection with reasonable attorneys' fees.

Section 12.02. Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligations under this Lease unless and until Landlord shall have received

written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within thirty (30) days; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, then Landlord shall be given another thirty (30) days to cure the default provided that it is diligently prosecuting the same to completion.

Section 12.03. Status of Landlord. Notwithstanding any other provision of this Lease to the contrary, neither Landlord or any successors of Landlord, nor any officer, director, agent, partner or employee of Landlord or any successors of Landlord shall be responsible or liable for the performance or non-performance of any agreement, covenant, or obligation of Landlord or its successors or assigns in this Lease in its, his or her individual or personal capacity, and Tenant agrees to look solely to the interest, if any, of Landlord, its successors or assigns, in fee simple title to the Leased Premises as the sole asset for the payment and satisfaction of all obligations and liabilities of Landlord or its successors or assigns hereunder. Tenant and Tenant's successors and assigns shall not take or seek a personal deficiency judgment against Landlord or its successors or assigns.

ARTICLE XIII ENVIRONMENTAL

Section 13.01 Definitions. As used herein, the term "Hazardous Material" means any substances, materials or wastes currently or in the future defined in federal or state law as "hazardous substances," "toxic substances," "contaminants," "pollutants" or words of similar import.

Section 13.02. Environmental Obligations and Representations. Landlord represents and warrants that, as of the Effective Date, and without having made any independent investigation, Landlord has no knowledge of the existence of any Hazardous Material on the Leased Premises in violation of applicable laws or regulations for normal and customary materials used in industrial operations. Tenant shall not cause, allow or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of or used at, on, about or beneath the Leased Premises or any portion of the Leased Premises by Tenant, its agents, employees, contractors, invitees, or licensees without the prior written consent of Landlord other than in compliance with all applicable laws or regulations for normal and customary materials used in industrial operations. Tenant represents and warrants to Landlord that Tenant shall comply fully with all federal, state and local environmental, health or safety statutes, rules, regulations or ordinances and shall promptly supply Landlord with copies of all notices, reports, correspondence and submissions by Tenant to any local, state or federal authority which requires submission of any information concerning environmental matters or Hazardous Materials.

Section 13.03. Environmental Indemnification. If Tenant breaches the obligations stated in this Article XIII, then Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord and hold harmless Landlord from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation,

removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises, Tenant shall promptly take all actions at its sole expense as are reasonably necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises.

Section 13.04. Survival. The provisions of this Article XIII shall survive and remain in full force and effect after the termination or expiration of the Lease Term for the applicable statute of limitations.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Subordination. At the option of Landlord, this Lease shall, at all times, be subject, subordinate and inferior to any mortgage that may be placed on the Leased Premises by Landlord. Tenant shall, upon demand, execute any instrument reasonably necessary to effect the foregoing provision. As a condition precedent to the effectiveness of the foregoing provisions, however, Landlord shall procure from the mortgagee under any such mortgage and deliver to Tenant an agreement providing, in substance, that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy will not be disturbed, or its rights hereunder affected by any default under any such mortgage, and in the event of the foreclosure or any other enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall continue in full force and effect; provided, however, Tenant shall agree to attorn to any mortgagee or purchaser at a foreclosure sale or deed in lieu thereof.

Section 14.02. Waivers. No waiver of any condition or covenant in this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Lease.

Section 14.03. Remedies Cumulative. The respective remedies of Landlord and Tenant shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law.

Section 14.04. Notices and Certificates. All notices required to be given under this Agreement shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth below:

To Landlord: Westfield Public Safety Building Corp.
130 Penn Street
Westfield, IN 46074
Attention: _____

With a copy to:

Manny Herceg
Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204

To Tenant: Westfield Washington Historical Society

Westfield, IN 46074

Attention: _____

Section 14.05. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

Section 14.06. Construction and Titles. Whenever a word appears herein in its singular form, such word shall include the plural; and the neuter gender shall include the masculine and feminine genders. This Lease shall be construed without reference of titles of Articles or Sections, which are inserted for reference only. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the full extent permitted by law.

Section 14.07. Consent. Whenever it is necessary under the terms of this Lease for either party to obtain the consent of the other party, such consent shall not be unreasonably withheld.

Section 14.08. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Indiana, without regard to the conflict of law provisions of such State. The parties consent to the jurisdiction of and agree that any claim or cause of action concerning matters related to this agreement shall be brought in courts sitting in Delaware County, State of Indiana.

Section 14.09. Lease Memorandum. This Lease shall not be recorded; however, Landlord and Tenant shall execute and acknowledge a memorandum or short form Lease setting forth the parties, description of the Leased Premises, the Lease Term (including options for extension, if any), and any other provision hereof, the inclusion of which may be mutually agreed upon by Landlord and Tenant, which memorandum or short form Lease may be recorded by either party at any time after the execution of this Lease.

Section 14.10. Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

Section 14.11. Quiet Possession. Landlord agrees that so long as Tenant satisfied and complies with the terms and conditions of this Lease, Tenant shall have quiet enjoyment of the Leased Premises during the Lease Term.

Section 14.12. Attorney Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or he may be entitled.

[signature page follows]

EFFECTIVE as of the date first above written.

LANDLORD:

**Westfield Public Safety Building Corp., an Indiana
municipal corporation**

By: _____
Name: _____
Title: _____

TENANT:

**WESTFIELD WASHINGTON HISTORICAL
SOCIETY AND MUSEUM, an Indiana not-for profit
corporation**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

[Legal Description of Leased Premises]

EXHIBIT B

[Description of Pre-Commencement Work]

ORDINANCE NUMBER 21-04

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

“Lantern Commons PUD”

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

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

WHEREAS, the City previously approved Ordinance 07-36 on December 17, 2007, adopting a change in zoning for the Real Estate (defined below) with Commitments Concerning the Use and Development of Real Estate (the “**Commitments**”);

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “**Commission**”) considered a petition (Petition No. 2102-PUD-04), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the “**Real Estate**”);

WHEREAS, the Commission forwarded Petition No. 2102-PUD-04 to the Common Council of the City of Westfield, Hamilton County, Indiana (the “**Council**”) with a favorable recommendation (Vote: 8 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 6, 2021;

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 UDO and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the “Lantern Commons Planned Unit Development District” (the “**District**”).
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the UDO, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (“**Chapter**”) and Article (“**Article**”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the UDO.
- 1.4 All provisions and representations of the UDO that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.
- 1.5 Ordinance 07-36 and the Commitments are hereby repealed, made inapplicable to the Real Estate and replaced by the terms of this Ordinance.

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

- 2.1 For the purposes of this Ordinance, “**Westfield Boulevard**” shall mean the street identified as “Westfield Blvd. Connector” on the Concept Plan.
- 2.4 For purposes of this Ordinance, “**Natalie Wheeler Trail**” shall mean the alternative transportation trail corridor along the east perimeter of the District, maintained and improved by the City, established by easement in Hamilton County Instrument No. 200400043068.

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

- 3.1 The District is hereby divided into five (5) areas, as depicted on the Concept Plan and labeled as Area A, Area B, Area C, Area D and Area E (individually or collectively, the “**Area**” or “**Areas**”).
- 3.2 Development of each Area shall be regulated as set forth in this Ordinance.
- 3.3 The boundaries of the Areas, the Open Space Plan (the Gateway), as well as major thoroughfares, shall be developed in substantial compliance with the Concept Plan, subject to City review and approval of the infrastructure elements included in the

Concept Plan. The final layouts and site plans within the Areas shall be subject to the terms of this Ordinance and may vary from the depictions shown in the Concept Plan.

- 3.4 If the acreage included in the “**INDOT Excess R.O.W.**” (identified on the Concept Plan) is acquired by the owner of the Real Estate, (i) the Additional Land shall be incorporated into the District in accordance with Article 2.8(F) of the UDO.

Section 4. Underlying Zoning District(s). The Underlying Zoning District of Areas A, B, C and D shall be the GB: General Business District and Area E shall be the MF2: Multi-family Medium Density District (the “**Underlying Zoning Districts**”).

Section 5. Permitted Uses. The uses identified in Exhibit C, attached hereto and incorporated herein (“**Permitted Uses**”), shall be permitted in Areas A, B, C and D.

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

6.1 Areas A, B, C, and D Development Standards:

- A. Article 4.16(E) shall not apply. Instead, the following minimum setbacks shall apply:
1. Area A – No Building shall be constructed within 50’ of the north property line of Area A or within 15’ of the west easement boundary of Natalie Wheeler Trail. There shall be no other zoning setback requirements within Area A.
 2. Area B – No Building shall be constructed within 50’ of the west easement boundary of Natalie Wheeler Trail. There shall be no other zoning setback requirements within Area B.
 3. Area C – No Building shall be constructed within 15’ of the south property line and the west easement boundary of Natalie Wheeler Trail. There shall be no other zoning setback requirements within Area C.
 4. Area D – No Building shall be constructed within 50’ of the south and west property lines of Area D. There shall be no other zoning setback requirements within Area D.
- B. Article 4.16(G) shall not apply. Instead the following Maximum Building Height standards shall apply:
1. Area A – Portions of Buildings within 75’ of the north property line of Area A shall not exceed two (2) Stories in height. All other portions of Buildings shall not exceed three (3) Stories.
 2. Area B – Three (3) Stories

3. Area C – Two (2) Stories
4. Area D – No Maximum

6.2 Area E Development Standards: The development standards contained in Article 4.11 shall not apply. Instead, the following development standards shall apply:

- A. Maximum Number of Dwelling Units: 325 Dwelling Units; if the Additional land is incorporated – 375 Dwelling Units.
- B. Minimum Living Area – 600 square feet.
- C. Minimum Road Frontage – 70 feet.
- D. Minimum Building Setback Lines:
 1. A minimum 50’ setback along the west perimeter of the District in Area E shall be provided.
 2. No Building shall be constructed within 200’ of the north perimeter of the District in Area E. Subject to review and approval by the City, the improvements to be installed between the north property line of the District and the Buildings in Area E shall be in substantial compliance with Exhibit D, attached hereto (“**Area E Transition**”), including, but not limited to, installation of a 5’ mound along the north property line of the District and installation of a decorative fence along the Westfield Boulevard right-of-way to deter pedestrians from entering the Area E Transition area.
 3. There shall be no other setback requirements within Area E.
- E. Maximum Building Height: Three (3) Stories.
- F. Minimum Distance Between Buildings: 15 feet.
- G. Development Plan Review: Required.

Section 7. Overlay District. The standards of Article 5.2 State Highway 31 Overlay District shall not apply to the District. Instead, the Architectural Design Requirements of the State Highway 32 Overlay Zone, Article 5.3(K) of the UDO, shall apply to Areas A, B, C and D.

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

8.1 Article 6.1 Accessory Buildings: Shall apply; however, Article 6.1(H)(2) Screening of Receptacles and Loading Areas shall be modified to permit enclosures to be located within the Established Front Yard along Westfield Boulevard.

8.2 Article 6.3 Architectural Standards:

- A. Article 6.3 Architectural Standards of the UDO shall apply to Area E, in accordance with Article 6.3(E). Article 6.3(F) shall not apply to Areas A, B, C and D.

B. Architectural Character and Quality:

1. Area A – Images are attached hereto as Exhibit E, which are intended to conceptually illustrate the anticipated character of the improvements within Area A.
2. Area B – The Buildings in Area B shall be constructed in substantial compliance with the building elevations attached hereto as Exhibit F1. Additional images are attached hereto as Exhibit F2, which are intended to conceptually illustrate the anticipated character of the improvements within Area B.
3. Area C – The Buildings in Area C shall be constructed in substantial compliance with the building elevations attached hereto as Exhibit G1. Additional images are attached hereto as Exhibit G2, which are intended to conceptually illustrate the anticipated character of the improvements within Area C.
4. Area D – Images are attached hereto as Exhibit H, which are intended to conceptually illustrate the anticipated character of the improvements within Area D.
5. Area E – The Buildings in Area E shall be constructed in substantial compliance with the building elevations attached hereto as Exhibit I1. Additional images are attached hereto as Exhibit I2, which are intended to conceptually illustrate the anticipated character of the improvements within Area C.

- C. Article 6.3(E)(2)(b) of the Multi-Family development standards is hereby revised to read as follows: Masonry Materials: A minimum forty percent (40%) of each Building Façade, excluding windows and doors, shall be Masonry Materials.

8.3 Parking and Loading Standards.

- A. Article 6.14(G)(5) is hereby modified to permit up to 20% of all parking spaces required in the District to be a minimum of 8' wide and 18' deep to accommodate compact cars.
- B. Article 6.14(G)(11)(c) is hereby modified for multi-family use to permit a minimum of 1.5 parking spaces per Dwelling Unit in Area E. Parking Space requirements for all other uses shall be determined by the Director based upon data supplied by the Applicant in response to traffic and parking data requested to be furnished with the application for a Detailed Development Plan.

- 8.4 Article 6.8(O)(3) of the UDO shall not apply. Instead, the following standards shall apply to Multi-Family uses:

- A. Parking Areas, Parking Spaces and service facility areas that may be visible from Streets or perimeter Lot Lines shall be screened by walls, solid materials and/or a solid evergreen screen with a combination of trees and shrubs.
- B. Solid screens (which may consist of a combination of evergreen trees and shrubs) shall be installed for the privacy of residents when parking spaces are located within ten (10) feet of residential units.

8.5 The standards of Article 8.6 of the UDO are hereby modified to permit the following:

- A. Article 8.6(H)(1) – At least one (1) amenity per 40 Dwelling Units in Area E, in substantial compliance with the Open Space Plan attached hereto as Exhibit J, subject to City review and approval of the infrastructure elements illustrated in the plan.
- B. Article 8.6(H)(2) – In addition to the qualifying amenities listed, the following amenities shall also qualify: dog park, pet spa, community garden, bocce court, and the amenities identified in the Open Space Plan.

Section 9. Infrastructure Standards.

- 1. The District's infrastructure shall comply with the UDO and the City's Construction Standards (see Chapter 7 Subdivision Regulations) unless otherwise approved by the Department of Public Works.
- 2. Thematic elements consistent with the quality and character of those illustrated in Exhibit K, attached hereto ("**Site Elements**") will be incorporated throughout the District, subject to review and approval by the City.
- 3. The pedestrian bridge improvements for the Natalie Wheeler Trail depicted in Exhibit L ("**Gateway Options**"), have been designed to facilitate pedestrian movements in the vicinity of the District. The Gateway Options have been tentatively designed and are subject to approval of a mutually acceptable agreement between the City and the owner/developer to permit and finance the construction of these improvements.

Section 10. Duration. To the extent the provisions of this subsection are not in conflict with Indiana Code 36-4-7-4-1109, this Ordinance shall be subject to review and approval by the City Council on January 1st of the 6th full calendar year following the approval of this Ordinance, if at least one (1) Improvement Location Permit within the District has not been issued.

ALL OF WHICH IS ORDAINED/RESOLVED THIS 12th DAY OF APRIL, 2021.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James Edwards

James Edwards

James Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 21-04** was delivered to the Mayor of Westfield on the _____ day of April, 2021, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 21-04**

this _____ day of April, 2021.

I hereby VETO **ORDINANCE 21-04**

this _____ day of April, 2021.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by: Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana 46074, (317) 773-2190.

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

EXHIBIT A

The "Real Estate"

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East, in Hamilton County, Indiana, being described as follows:

Beginning at the southeast corner of said Quarter Section; thence North 00 degrees 37 minutes 57 seconds East along the east line thereof a distance of 2208.18 feet to a Mag Nail at the northeast corner of a tract of land described in Instrument #9954337 in the Office of the Recorder, Hamilton County, Indiana (basis of bearing per said deed) (the following 7 courses are along the north, west and south lines of said tract of land); (1) thence South 87 degrees 58 minutes 14 seconds West a distance of 1654.08 feet to a 5/8" rebar with cap stamped "Weihe" on the east right-of-way line of US Highway 31 per ISHC Project No. F24(23) dated 1954; (2) thence South 14 degrees 39 minutes 28 seconds East along said right-of-way line a distance of 263.05 feet to a 5/8" rebar with yellow cap stamped "Benchmark Firm 0061" (hereafter referred to as "Benchmark" rebar); (3) thence North 87 degrees 58 minutes 14 seconds East a distance of 301.04 feet; (4) thence South 00 degrees 37 minutes 59 seconds West a distance of 139.21 feet to a "Benchmark" rebar; (5) thence North 88 degrees 01 minute 54 seconds East a distance of 2.41 feet to a "Benchmark" rebar; (6) thence South 00 degrees 37 minutes 59 seconds West a distance of 357.00 feet to a point lying 1.1' south and 0.4' east of an iron pipe; (7) thence North 88 degrees 24 minutes 40 seconds East a distance of 90.85 feet to the northerly extension of the west line of a tract of land described in Deed Book 232, Page 257 in said Recorders Office, said point lying 1.1' south of a "Benchmark" rebar; thence South 01 degrees 11 minutes 47 second West along said line a distance of 1015.54 feet to the east right-of-way line of US Highway 31 per said plans; thence South 15 degrees 17 minutes 39 seconds East along said right-of-way line a distance of 336.62 feet to a 5/8" rebar with yellow cap stamped "Schneider Firm 0001"; thence South 70 degrees 16 minutes 52 seconds East along said right-of-way line a distance of 242.49 feet to a point lying 0.2' south of an iron pipe; thence South 01 degrees 34 minutes 27 seconds East a distance of 19.56 feet to the south line of said Quarter Section; thence North 88 degrees 05 minutes 06 seconds East along said line a distance of 877.60 feet to the Point of Beginning, containing 63.11 acres, more or less.

The property described above is herein below referred to as the "Original Parcel".

LESS AND EXCEPTING FROM THE ORIGINAL PARCEL:

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantors' (being the same as Borrower under the Fourth Modification Agreement) land lying within the right of way lines depicted on the Right of Way Parcel Plat, marked as Exhibit "B" to the Partial Release of Mortgage dated July 17, 2012 and recorded as Instrument No. 2012071322, described as follows: Beginning on the south line of said quarter section South 87 degrees 33 minutes 40 seconds West 104.05 feet from the southeast corner of said quarter section; thence continuing South 87 degrees 33 minutes 40 seconds West 773.90 feet along the south line of said quarter section; thence North 2 degrees 28 minutes 52 seconds West 15.78 feet to the northeast boundary of U.S. 31; thence North 68 degrees 56 minutes 03 seconds West 245.46 feet along said boundary to the east boundary of U.S. 31; thence North 15 degrees 55 minutes 46 seconds West 336.79 feet along said boundary to the east line of a parcel of land

described in Instrument #200392264; thence North 0 degrees 10 minutes 42 seconds East 294.99 feet along said line; thence South 22 degrees 27 minutes 48 seconds East 447.43 feet to point "203" on said plat; thence South 38 degrees 44 minutes 53 seconds East 147.95 feet to point "800" on said plat; thence South 53 degrees 28 minutes 25 seconds East 192.73 feet to point "799" on said plat; thence North 87 degrees 26 minutes 28 seconds East 250.06 feet to point "798" on said plat; thence South 87 degrees 39 minutes 50 seconds East 351.28 feet to point "797" on said plat; thence South 64 degrees 42 minutes 16 seconds East 82.82 feet to point "796" on said plat; thence South 2 degrees 26 minutes 59 seconds East 7.78 feet to the point of beginning containing 3.145 acres more or less, inclusive of the presently existing right of way for 161" Street which contains 0.117 acres more or less.

ALSO LESS AND EXCEPTING FROM THE ORIGINAL PARCEL:

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantors' (being the same as Borrower under the Fourth Modification Agreement) land lying within the right of way lines depicted on the Right of Way Parcel Plat, marked as Exhibit "B" to the Partial Release of Mortgage dated July 17, 2012 and recorded as Instrument No. 2012071322, described as follows: Commencing at the southeast corner of said northeast quarter section; thence North 0 degrees 06 minutes 30 seconds East 2,208.18 feet along the east line of said quarter section to the northeast corner of said grantors' land; thence South 87 degrees 26 minutes 47 seconds West 1,617.24 feet along the north line of said land to the point of beginning of this description; thence South 18 degrees 02 minutes 23 seconds East 262.91 feet to the north line of a parcel of land described in Instrument #200392264; thence South 87 degrees 28 minutes 11 seconds West 49.97 feet along said line to the east boundary of U.S. 31; thence North 15 degrees 10 minutes 53 seconds West 259.63 feet along said boundary to the northwest corner of said grantors' land; thence North 87 degrees 26 minutes 47 seconds East 36.54 feet along the north line of said grantors' land to the point of beginning containing 0.252 acres, more or less.

EXHIBIT B

The “Concept Plan” appears on the following page of this Ordinance.



Concept Plan

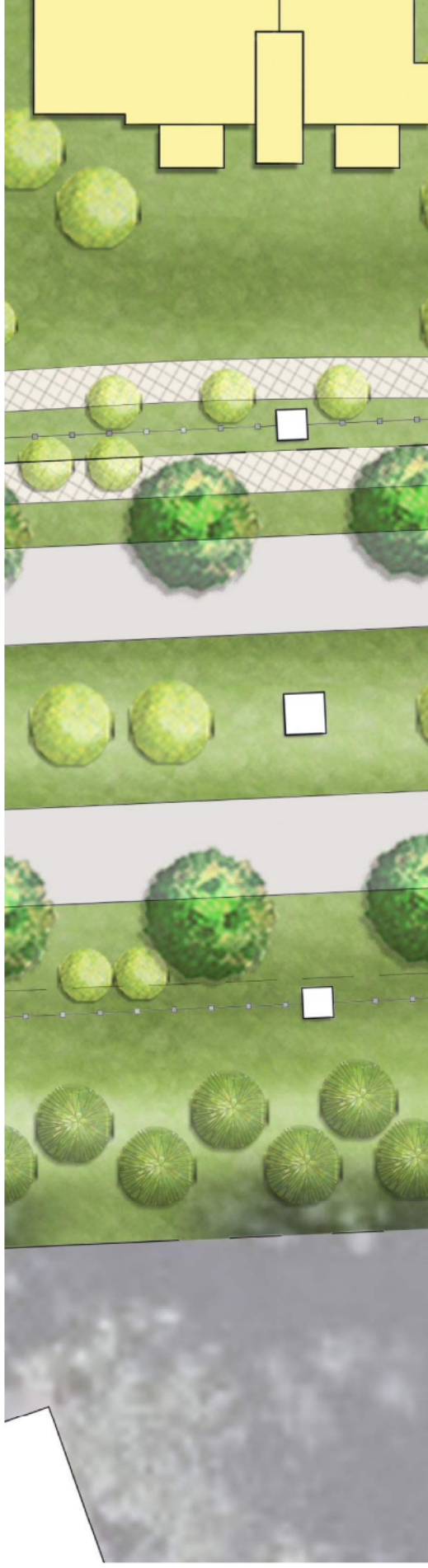
EXHIBIT C

USE	Area A	Area B	Area C	Area D
Office (General, Medical, Professional)		x	x	x
School, Fine Arts or Commercial		x		
School, Professional Trade or Business		x		
Educational institution, without dormitory accommodations	x	x		
Religious Institution	x	x		
Club (Civic or Private)		x		
Development Amenities	x	x	x	x
Commercial Recreational Facility		x	x	x
Theatre, indoor			x	x
Data processing / call centers		x		x
Temporary Use and event		x	x	x
Assisted Living	x	x		
Hospice	x	x		
Nursing Home	x	x		
Health, fitness, and exercise facility		x	x	
Hotel or Motel			x	x
Restaurant, (Sit down, Specialty, Takeout and Deli-style)			x	x
Retail (Low and Medium intensity)			x	
Grocery (up to 25,000 SF in floor area)		x	x	
Farm Stand			x	
Furniture Store (up to 25,000 SF in floor area)			x	

x = Permitted Use

EXHIBIT D

The “Area E Transition” exhibit appears on the following page of this Ordinance.



Site Plan

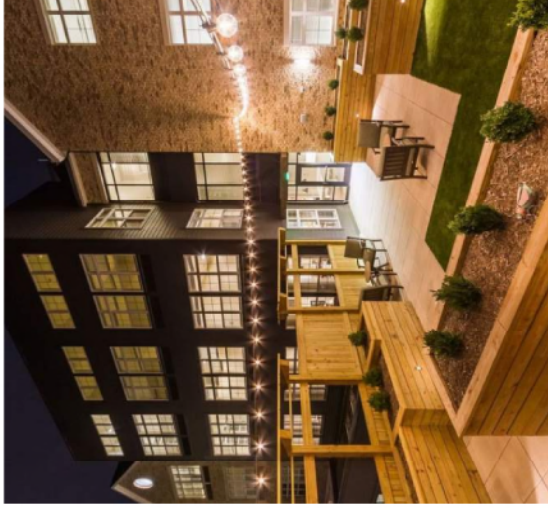


Westfield Boulevard Connector Street Section
Scale: 1" = 20'

Street Section

EXHIBIT E

The “Area A Character and Quality” exhibit appears on the following page of this Ordinance.



Inspirational Imagery - Senior Living

EXHIBIT F1

The “Area B Building Elevations” exhibit appears on the following page of this Ordinance.



Office Elevation
Scale: 1" = 16'



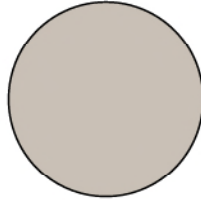
Concept Imagery



Limestone Block



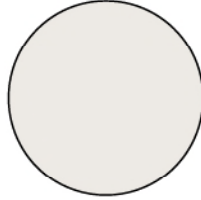
Brick



Metal Panel & Windows



Metal Panel & Windows



Metal Panel & Windows



Wood Slats

EXHIBIT F2

The “Area B Character and Quality” exhibit appears on the following two (2) pages of this Ordinance.

WORK

The trend for America's workspaces is reconnecting people with nature. Our vision is to provide a micro office campus park with walkable green spaces interconnecting with the Natalie Wheeler and Monon Trails. This concept will flow from the campus into the buildings by providing natural light, water features, and natural material surfaces and details. All with an overarching commitment to environmental conservation and sustainability.





WORK

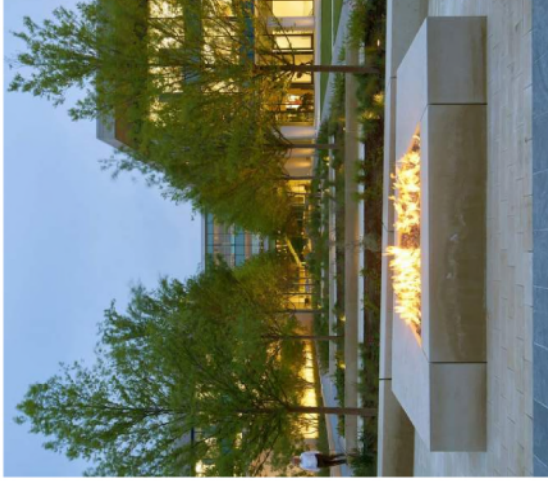
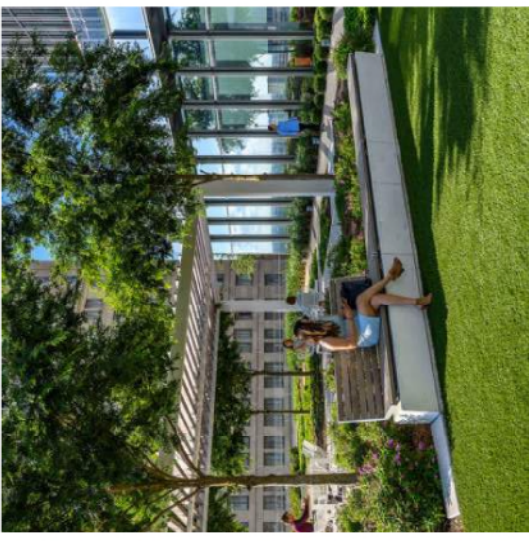


EXHIBIT G1

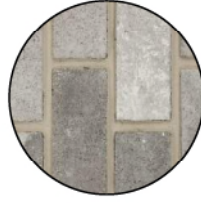
The “Area C Building Elevations” exhibit appears on the following page of this Ordinance.



Retail Buildings
Scale: 1" = 16'



Concept Imagery



Brick



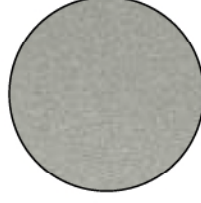
Windows & Canopy



Wood Slats



Brick



Metal Roof &
Storefront



Canvas Awning

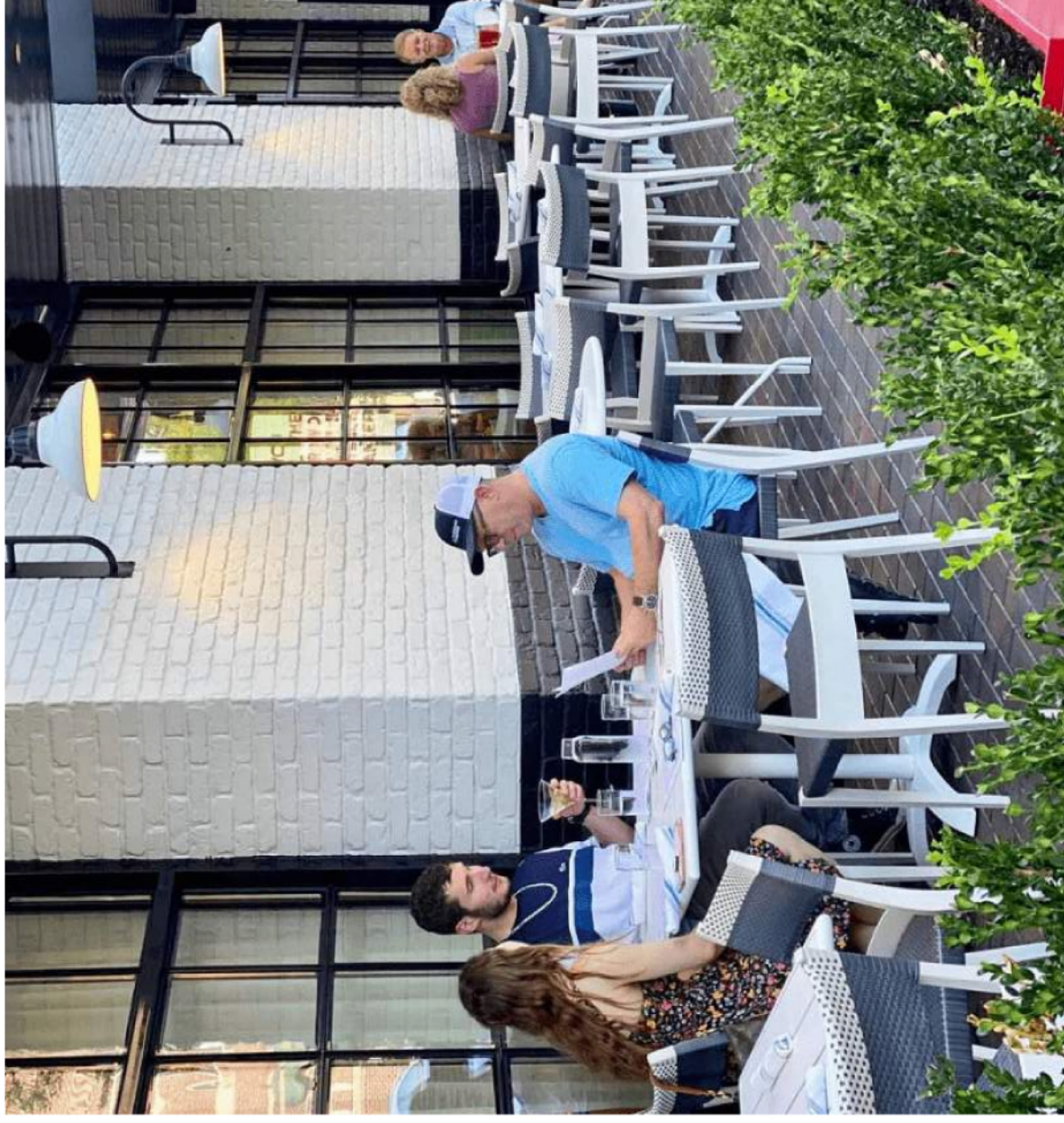
Concept Elevation

EXHIBIT G2

The “Area C Character and Quality” exhibits appear on the following two (2) pages of this Ordinance.

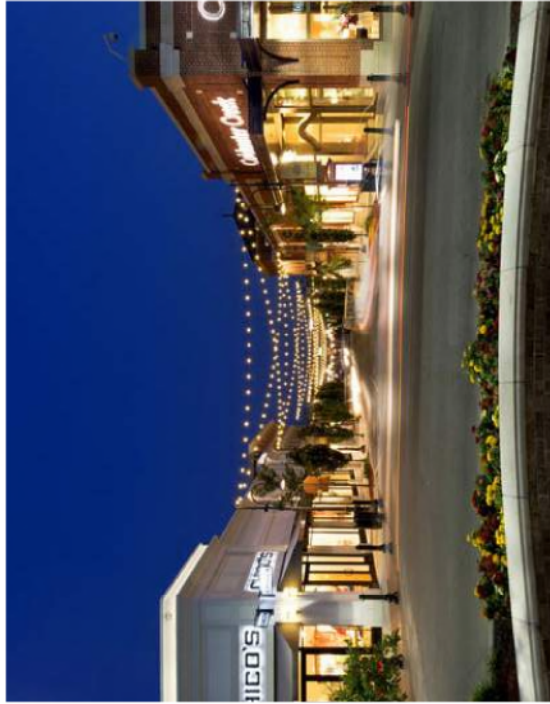
PLAY

Our concept will provide a warm, traditional welcome with modern, natural and comfortable accommodations in a contemporary setting. It's about quality and comfort that's practical, efficient and innovative. But our vision will focus on what is becoming important to us all: a commitment to the environment and to create places for living – bringing both locals and visitors together.





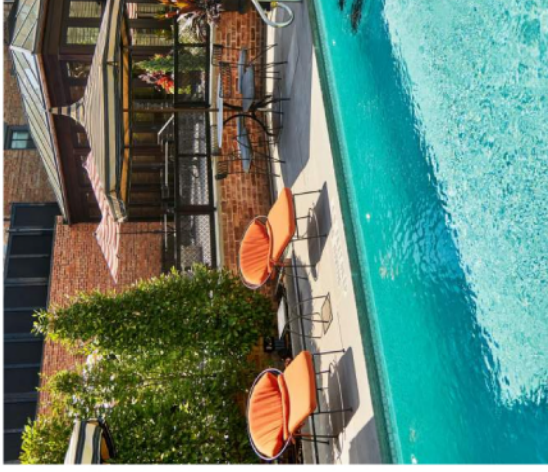
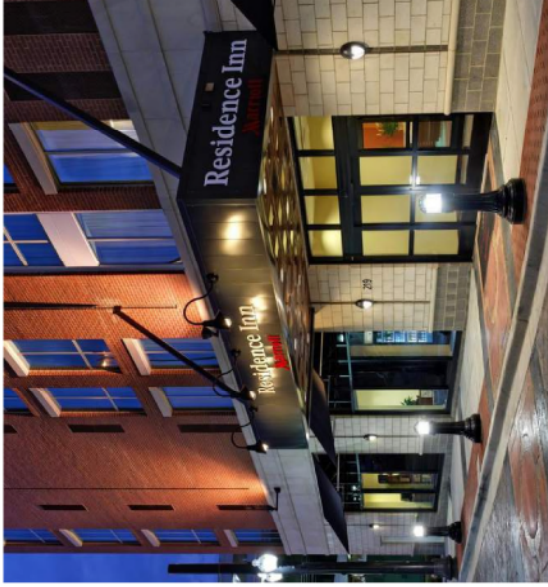
PLAY



Inspirational Imagery - Commercial

EXHIBIT H

The “Area D Character and Quality” exhibit appears on the following page of this Ordinance.



Inspirational Imagery - Hospitality

EXHIBIT 11

The “Area E Building Elevations” exhibits appear on the following three (3) pages of this Ordinance.



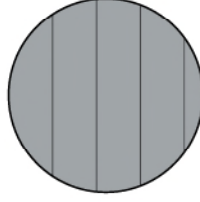
Residential Elevation
Scale: 1" = 16'



Concept Imagery



Brick



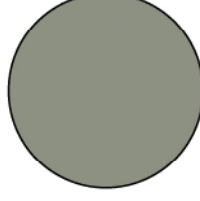
Trim & Siding



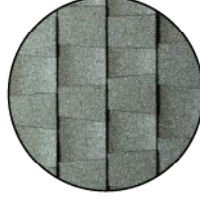
Columns & Brackets



Windows & Doors



Metal Roof



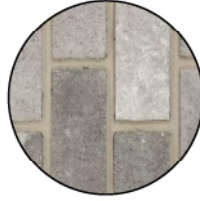
Asphalt Shingle



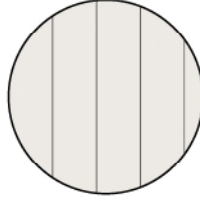
Residential Elevation
Scale: 1" = 16'



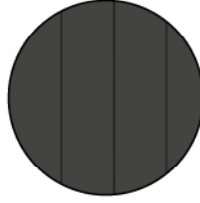
Concept Imagery



Brick



Trim & Siding



Fascia & Accent Bays



Columns & Brackets



Windows & Doors

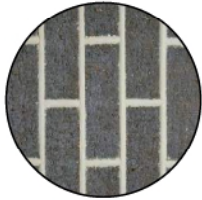


Asphalt Shingle

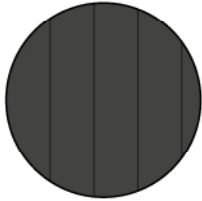
Concept Elevation



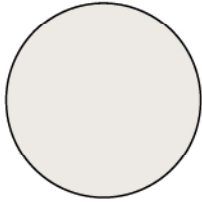
Concept Imagery



Brick



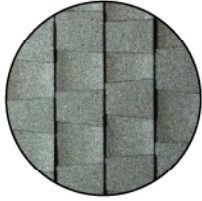
Siding



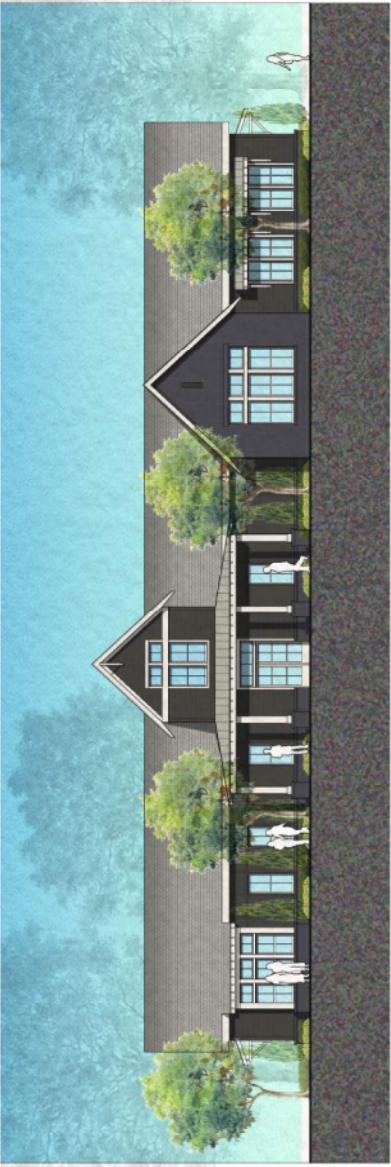
Fascia & Trim



Metal Roof



Asphalt Shingle



Clubhouse Elevation
Scale: 1" = 16'



Garage Elevation
Scale: 1" = 16'

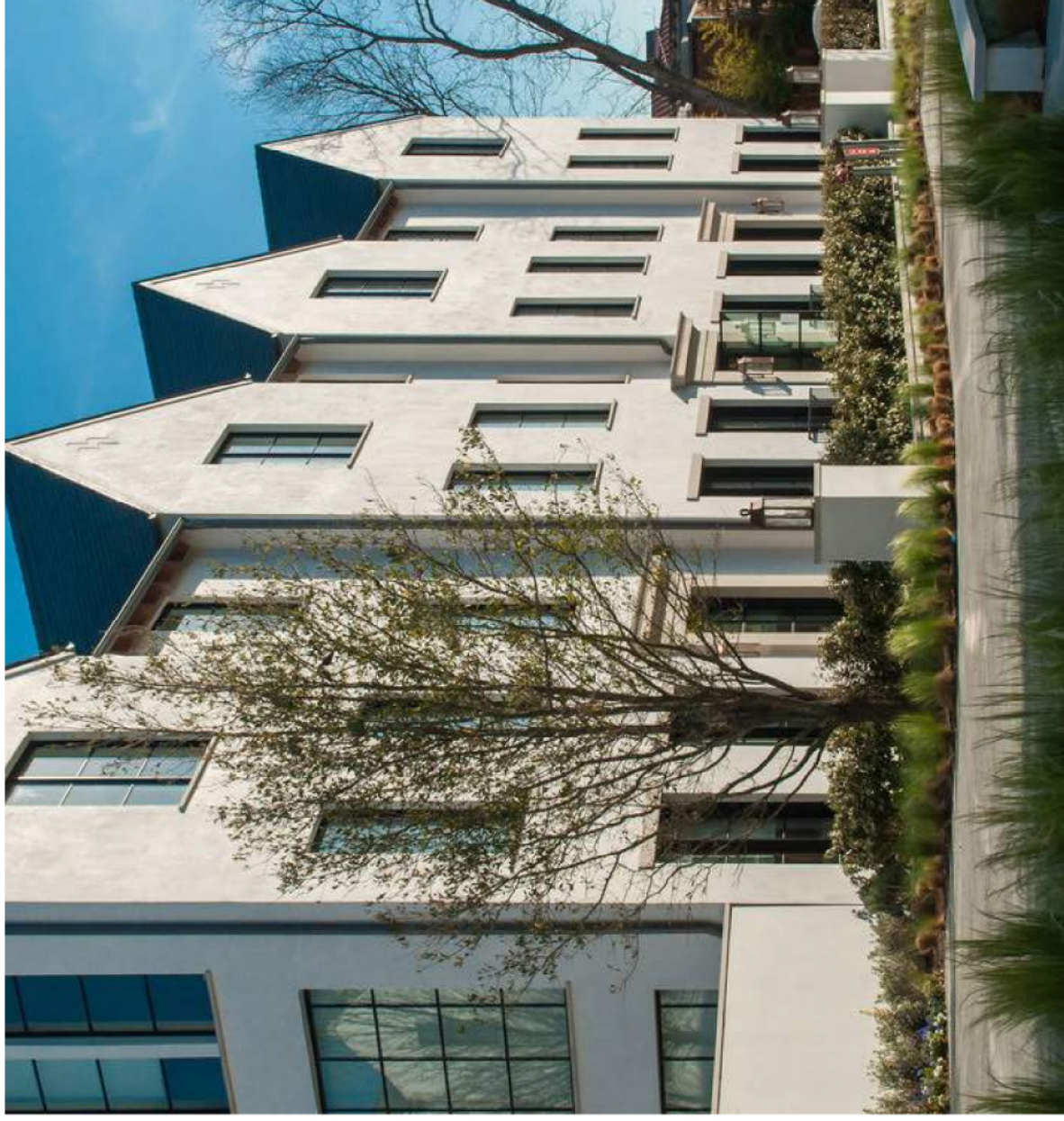
EXHIBIT I2

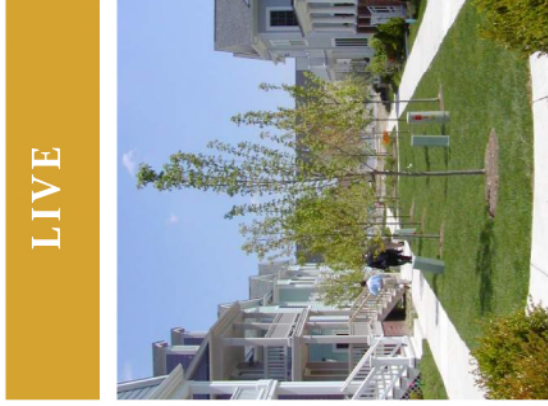
The “Area E Character and Quality” exhibits appear on the following two (2) pages of this Ordinance.

LIVE

Lantern Commons will offer a range of residential housing options to meet the needs of the community. 3-story garden style walk ups will include one, two, and three-bedroom spacious floor plans with a modern farmhouse sophistication. Residential buildings will frame the street while front door stoops open out to the sidewalk. On-street parking, landscaping and street trees will come together to create a great residential street experience. Residents can come together with their neighbors through a series of programmed open spaces, walking trails, clubhouse and pool.

Proposed Senior Living will be comprised of independent living residences, assisted living suites, and skilled nursing memory care units. The facility will utilize approximately 200,000 square feet and will offer an extensive social environment and amenities program for the senior residents to enjoy.





LIVE

Inspirational Imagery - Residential

EXHIBIT J

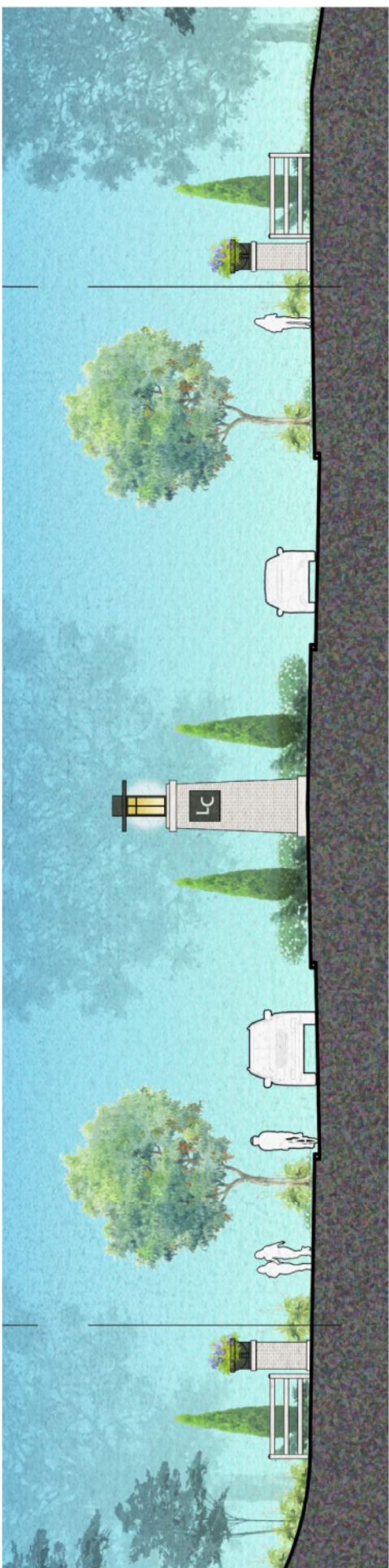
The “Open Space Plan” exhibit appears on the following page of this Ordinance.



Open Space Plan

EXHIBIT K

The “Site Elements” exhibit appears on the following page of this Ordinance.



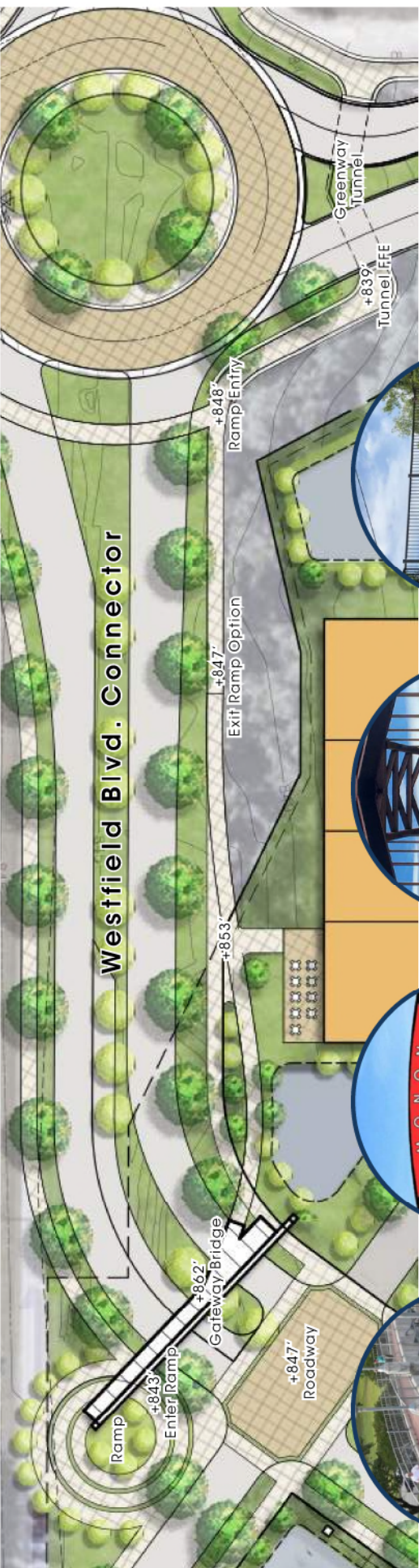
Westfield Boulevard Connector Street Section
Scale: 1" = 10'



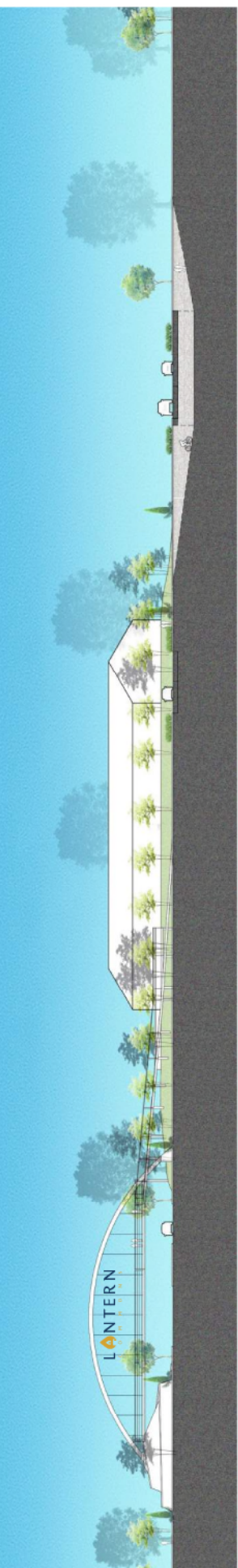
Inspirational Imagery

EXHIBIT L

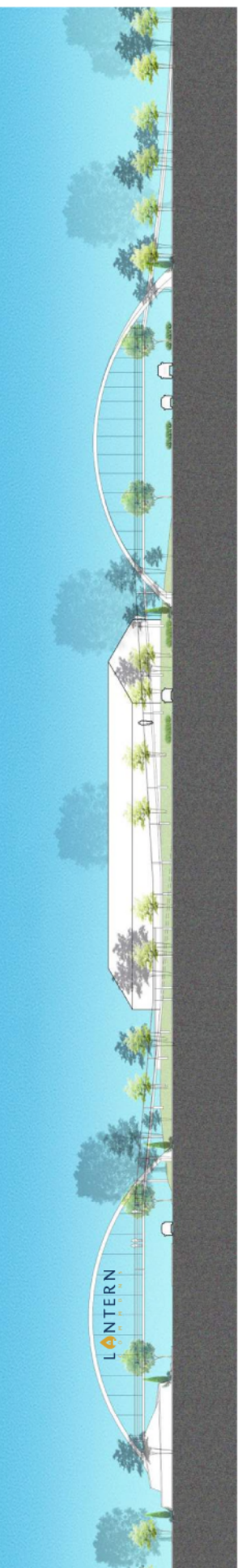
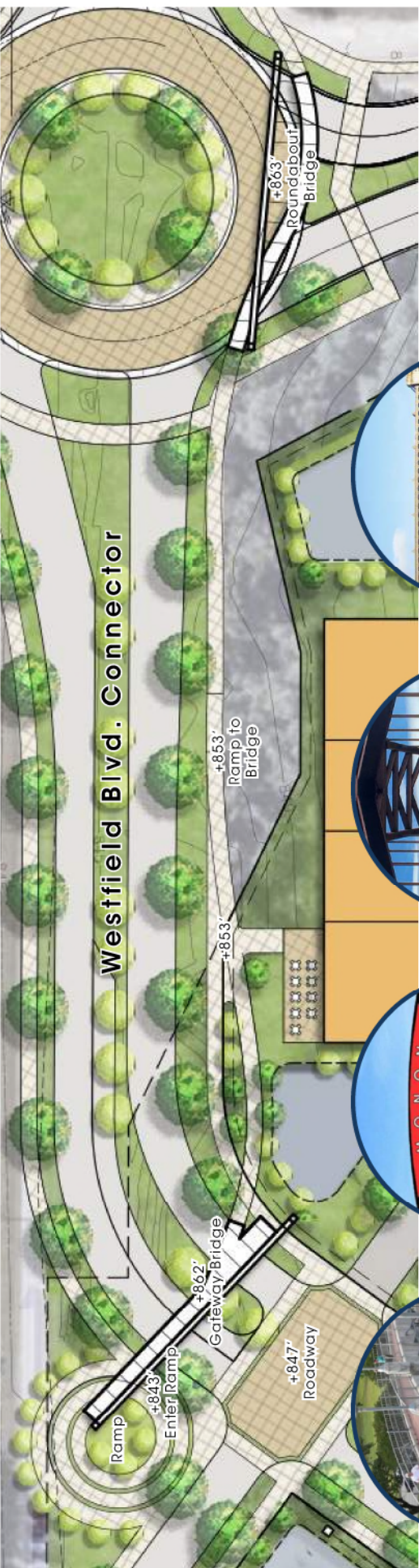
The “Gateway Options” exhibits appear on the following three (3) pages of this Ordinance.



Gateway Bridge Concept Plan
Scale: 1" = 50'

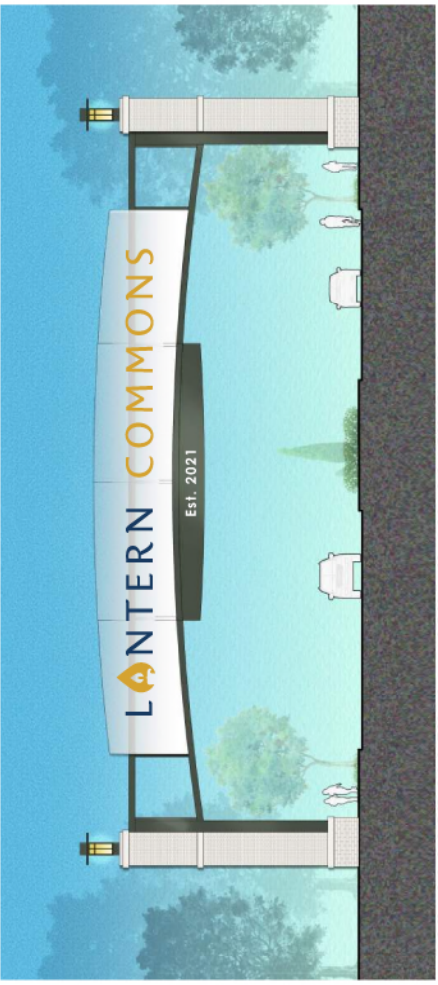


Gateway Bridge Concept Elevation
Scale: 1" = 50'





Gateway Arch Concept Plan
Scale: 1" = 50'



Gateway Arch Concept Elevation
Scale: 1" = 20'



Gateway - Option C