

**Westfield City Council Members**

**Mark Keen**, President (District 1)

**Steve Hoover** (District 2)

**Robert L. Horkay**, (District 5)

**Chuck Lehman**, (District 4)

**Joe Edwards** (District 3)

**Cindy L. Spoljaric** (At Large)

**Jim Ake** Vice President (At Large)



***CITY OF WESTFIELD, IN***  
***CityCouncil\_Meeting\_Agenda\_03\_11\_2019***

*Monday, March 11, 2019 at 07:00 PM*

**BOARD OR COMMISSION:** City Council Meeting

**MEETING DATE:** Monday, March 11, 2019 at 07:00 PM

**MEETING PLACE:** Westfield City Hall- Assembly Room

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

**AGENDA**

**Pledge of Allegiance**

**Invocation by: Pastor Brad Ruggles from NSPIRE**

**Opening of Meeting**

**Note the presence of a quorum**

**Announce any changes to Agenda**

**Approval of Minutes:**

**Documents:** [Meeting Minutes 2-11-2019](#)

**Claims:**

**Documents:** [Docket](#)

**Approval of Claims**

**Miscellaneous Business/Special Recognition:**

**Special Presentation:** DWA Presentation by Colleene Quinn, Administrative Coordinator

**Old Business:**

**Ordinance 18-11: Lyons Team PUD**

**Council Introduction: May 14, 2018**

**APC Public Hearing: February 4, 2019**

**APC Recommendation: February 19, 2019**

**Adoption Consideration: March 11, 2019**

**Documents: [Ordinance 18-11](#) | [Department Report](#) | [Location Map](#) | [Existing Conditions](#) | [APC Certification](#)**

**Ordinance 19-02: Lancaster PUD**

**Council Introduction: January 14, 2019**

**APC Public Hearing: February 4, 2019**

**APC Recommendation: March 4, 2019**

**Adoption Consideration: March 11, 2019**

**Documents: [Ordinance 19-02](#) | [Department Report](#) | [Location Map](#) | [Concept Plan](#) | [Character Exhibit](#) | [Landscape Plan](#) | [Area Map](#) | [Public Comments](#) | [Issue List](#) | [Presentation Material](#)**

**Ordinance 19-04: Oak Manor North PUD Amendment**

**Council Introduction: February 11, 2019**

**APC Public Hearing: March 4, 2019**

**APC Recommendation: March 4, 2019**

**Adoption Consideration: March 11, 2019**

**Documents: [Ordinance 19-04](#) | [Staff Report](#) | [Location Map](#) | [Concept Plan](#) | [Illustrative Character Exhibits](#) | [Existing Landscape Plan](#) | [Proposed Landscape Plan](#) | [Building Materials Exhibit](#) | [Signage Exhibit](#) | [APC Certification](#)**

**Resolution 19-101: Re-Establishing a Cumulative Capital Development Fund**

**Council Introduction: February 11, 2019**

**Public Hearing: March 11, 2019**

**Adoption Consideration: March 11, 2019**

**Documents: [Resolution 19-101](#)**

**Ordinance 19-05: City of Westfield Authorizing the Issuance of Bonds**

**Council Introduction: February 11, 2019**

**Public Hearing: March 11, 2019**

**Adoption Consideration: March 11, 2019**

**Documents: [Ordinance 19-05](#) | [Grand Junction Presentation](#)**

**Ordinance 19-06: Additional Appropriation of the Proceeds of the City of Westfield Local Income Tax Revenue & Bond Anticipation Notes of 2019**

**Council Introduction: February 11, 2019**

**Public Hearing: March 11, 2019**

**Adoption Consideration: March 11, 2019**

**Documents: [Ordinance 19-06](#)**



## **New Business:**

**Resolution 19-102: Personal Property Abatement at 17075 Oak Ridge Road**

**Council Introduction: March 11, 2019**

**Adoption Consideration: March 11, 2019**

**Documents: [Resolution 19-102](#) | [Statement of Benefits](#) | [Location Map](#)**

**Ordinance 19-07: 100% Voluntary Annexation (Emory Trace)**

**Council Introduction: March 11, 2019**

**Public Hearing: March 11, 2019**

**Adoption Consideration: April 8, 2019**

**Documents: [Ordinance 19-07](#) | [Annexation Map](#)**

**Ordinance 19-08: Southoak PUD Amendment**

**Council Introduction: March 11, 2019**

**APC Public Hearing: April 1, 2019**

**APC Recommendation: April 15, 2019**

**Adoption Consideration: May 13, 2019**

**Documents: [Ordinance 19-08](#) | [Location Map](#) | [Concept Plan](#)**

**Ordinance 19-09: iBeach31 at Grand Park PUD District**

**Council Introduction: March 11, 2019**

**APC Public Hearing: April 1, 2019**

**APC Recommendation: May 8, 2019**

**Adoption Consideration: May 13, 2019**

**Documents: [Ordinance 19-09](#) | [Character Exhibits](#) | [Concept Plan](#) | [Location Map](#)**

**Ordinance 19-10: Urban Vines PUD District**

**Council Introduction: March 11, 2019**

**APC Public Hearing: April 1, 2019**

**APC Recommendation: May 8, 2019**

**Adoption Consideration: May 13, 2019**

**Documents: [Ordinance 19-10](#) | [Character Exhibits](#) | [Concept Plan](#) | [Location Map](#)**

## **Guests:**

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

## **Council Response to Guest Comments**

**City Council Comments**

**Mayor Comments**

**Adjourn**

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

**Working Meeting**

## **Westfield City Council February 11, 2019**

The Westfield City Council met on February 11, 2019 at the Westfield City Hall. Members present were, Mark Keen, Jim Ake, Chuck Lehman, Cindy Spoljaric, and Joe Edwards. Also present were Clerk Treasurer Cindy Gossard, Mayor Cook and City Attorney Brian Zaiger.

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

### **Approval of Minutes:**

Cindy Spoljaric made a motion to approve the January 14, 2018 minutes as presented. Joe Edwards seconded. Vote: Yes-5; No-0. Motion carries.

### **Claims:**

Jim Ake made a motion to approve the claims as presented. Joe Edwards seconded. Vote: Yes- 5; No-0. Motion carries.

### **Miscellaneous Business/Special Presentations:**

#### **Special Presentation: Dina Ferchmin. Executive Director of the Trinity Free Clinic summarizing 2018 and the plans for 2019**

Dina Ferchmin gave a brief presentation and overview of the happenings within the Trinity Clinic.

#### **Special Presentation: Grand Junction Update/ David Rubin will give details on the project, followed by John Rogers giving the financial plan for the project**

Mayor Cook spoke and introduced David Rubin

David Rubin gave a presentation and details of the projected Grand Junction Plaza.

John Rogers spoke on the \$35 million budget, funding plan, and details of the estimated 2-2 ½ year project.

Mayor Cook spoke concluding the presentation and thanked everyone who has worked on this, for their time and efforts.

#### **Special Presentation: Report and Highlights of 2018 Debt & Investments**

Tammy Havard presented the quarterly finance report, giving bond updates and speaking about the interest rates for the city.

## **Old Business:**

### **Ordinance 18-51: Chatham Hills PUD Amendment V**

**Council Introduction: November 12, 2018**

**APC Public Hearing: December 17, 2018**

**APC Recommendation: January 22, 2019**

**Adoption Consideration: January 14, 2019**

Pam Howard presented this item explaining this is a request to change zoning of 68 acres NE of the 199<sup>th</sup> Street and Horton Road Intersection. The petitioner has met with neighbors to discuss concerns regarding drainage, buffering and traffic impact on 199<sup>th</sup> Street. An agreement to dedicate an additional right of way to accommodate future curve corrections on 199<sup>th</sup> Street has been made.

Discussion on the Commitments of this proposal were discussed.

Joe Edwards made a motion to approve Ordinance 18-51 as presented. Jim Ake seconded.

Vote: Yes-5; No-0. Motion carries.

### **Ordinance 18-52: Springmill Trails PUD Amendment (Gristmill Crossing Residential District)**

**Council Introduction: December 10, 2018**

**APC Public Hearing: December 17, 2018**

**APC Public Recommendation: February 4, 2019**

**Adoption Consideration: February 11, 2018**

Pam Howard presented this item stating this is a zoning change request of 58 acres west of the intersection at Ditch Road and Casey Road. There will be 2 sub-areas with the maximum of 177 dwellings. Commitments concerning amenities were addressed.

Jim Ake made a motion to approve Ordinance 18-52 as presented. Chuck Lehman seconded.

Vote: Yes-5; No-0. Motion carries.

### **Ordinance 18-54: Monon Crossing PUD**

**Council Introduction- December 10, 2018**

**APC Public Hearing: January 7, 2019**

**APC Recommendation: February 4, 2019**

**Adoption Consideration- February 11, 2019**

Jonathan Dorsey presented this item stating it is a zoning change request on 3.4 acres of property located at State Road 32, west of where the Monon Bridge will crossover 32. The zoning change would allow for commercial development.

Jesse Pohlman, petitioner answered questions/concerns about building design and set-backs.

Joe Edwards made a motion to approve Ordinance 18-54 as presented. Cindy Spoljaric seconded.

Vote: Yes-5; No- 0. Motion carries.

**Resolution 19-100: Fiscal Plan for Ordinance 19-01 (Lindley Run Annexation)**

**Adoption Consideration: February 11, 2019**

President Keen stated this was the Fiscal Plan required to be adopted prior to the Lindley Run Annexation Ordinance (19-01) being considered.

Cindy Spoljaric made a motion to approve Resolution 19-100 as presented. Joe Edwards seconded.  
Vote: Yes-5; No-0. Motion carries.

**Ordinance 19-01: Lindley Run Annexation**

**Council Introduction: January 14, 2019**

**Public Hearing: January 14, 2019**

**Adoption Consideration: February 11, 2019**

President Keen stated this is the 100% voluntary annexation of 108 acres on the SE corner of 196<sup>th</sup> Street and Grassy Branch Road.

Cindy Spoljaric made a motion to approve Ordinance 19-01 as presented. Joe Edwards seconded.  
Vote: Yes-5; No-0. Motion carries.

**Ordinance 19-03: Junction PUD Amendment (Riverview Helipad)**

**Council Introduction: January 14, 2019**

**APC Public Hearing: January 22, 2019**

**APC Recommendation: February 4, 2019**

**Adoption Consideration: February 11, 2019**

President Keen stated this was the Riverview Helipad Ordinance that was presented last meeting and Kevin Todd stated that there have been no changes since introduction and the slide presentation pictures depicting flight paths and lighting recommendations are included within the ordinance.

Cindy Spoljaric made a motion to approve Ordinance 19-03 as presented. Jim Ake seconded.  
Vote: Yes-5; No-0. Motion carries.

**New Business:**

**Ordinance 19-04: Oak Manor PUD Amendment (Oak Manor North II Tire Discounters)**

**Council Introduction: February 11, 2019**

**APC Public Hearing: March 4, 2019**

**APC Recommendation: March 18, 2019**

**Adoption Consideration: April 8, 2019**

Daine Crabtree presented this item explaining it involves the approximately one-acre parcel on the North side of 32 East of Grassy Branch Market Place. Connectivity, trail corridor, (changes from 30ft-to 20ft) signage, and set-backs were discussed.

On to APC

**Resolution 19-101: Re-establishing a Cumulative Capital Development Fund**

**Council Introduction: February 11, 2019**

**Public Hearing: March 11, 2019**

**Adoption Consideration: March 11, 2019**

Tammy Havard presented this item stating this is the annual process that allows Council to set the maximum rate (\$.05 on each \$100.00 of assessed value) for 2020.

**Ordinance 19-05: City of Westfield Authorizing the Issuance of Bonds**

**Council Introduction: February 11, 2019**

**Public Hearing: February 25, 2019**

**Adoption Consideration: February 25, 2019**

Jim Crawford presented this item stating this authorizes the City to issue bonds to provide for certain capital projects. In this case, not limited to the engineering, land acquisition, utility and construction work, and professional fees in connection with the 6-acre Grand Junction Plaza.

There was some discussion. It was explained that LIT is currently set as the revenue resource but no payments will be made until the bond is permanently financed in 3 to 5 years. In that time period it is anticipated that TIF dollars will be able to pay the debt.

Adoption consideration moved to the March 11<sup>th</sup> meeting.

**Ordinance 19-06: Additional Appropriation of the Proceeds of the City of Westfield Local Income Tax Revenue & Bond Anticipation Notes of 2019**

**Council Introduction: February 11, 2019**

**Public Hearing: February 25, 2019**

**Adoption Consideration: February 25, 2019**

Jim Crawford presented this item this is required to be adopted before proceeds can be spent.

Adoption consideration moved to the March 11<sup>th</sup> meeting.

**Guests:**

Jim Thurston spoke concerning Gun Safety

**Council Responses to Guest Comments:**

Mayor Cook thanked Mr. Thurston for his comments and suggested that he join the Westfield Coalition.

**City Council Comments:**

None

**Mayor Comments:**

Pothole season (Residents encouraged to report potholes on We Connect App)

Indy Suburban Show past weekend at Grand Park

Without any further business, the meeting adjourned at 8:48 pm

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Clerk-Treasurer

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President

## **RESOLUTION 19-101**

### **A RESOLUTION TO RE-ESTABLISH A CUMULATIVE CAPITAL DEVELOPMENT FUND**

#### **Under Indiana Code 36-9-15.5 and IC 6-1.1-41**

**NOW, THEREFORE, BE IT RESOLVED** by the Westfield City Council of Hamilton County, Indiana that a need exists for the re-establishment of a Cumulative Capital Development Fund for all uses as set out and referenced in I.C. 36-9-15.5.

**BE IT FURTHER RESOLVED** that the City shall abide by the provisions as set out therein. The proposed fund shall not exceed \$.05 on each \$100.00 of assessed valuation. Said tax rate will be levied beginning with taxes for 2019 payable 2020.

**BE IT FURTHER RESOLVED** that proofs of publication of the public hearing held on the 11<sup>th</sup> day of March, 2019 and a certified copy of this resolution be submitted to the Department of Local Government Finance of the State of Indiana as provided by Indiana law. Said Cumulative Fund is subject to the approval of the Department of Local Government Finance.

Duly adopted by the following vote of the members of said Westfield City Council this 11<sup>th</sup> day of March, 2019.



**WESTFIELD CITY COUNCIL**

| <b><u>Voting For</u></b>    | <b><u>Voting Against</u></b> | <b><u>Abstain</u></b>       |
|-----------------------------|------------------------------|-----------------------------|
| _____<br>Jim Ake            | _____<br>Jim Ake             | _____<br>Jim Ake            |
| _____<br>James J. Edwards   | _____<br>James J. Edwards    | _____<br>James J. Edwards   |
| _____<br>Steven Hoover      | _____<br>Steven Hoover       | _____<br>Steven Hoover      |
| _____<br>Robert L. Horkay   | _____<br>Robert L. Horkay    | _____<br>Robert L. Horkay   |
| _____<br>Mark F. Keen       | _____<br>Mark F. Keen        | _____<br>Mark F. Keen       |
| _____<br>Charles Lehman     | _____<br>Charles Lehman      | _____<br>Charles Lehman     |
| _____<br>Cindy L. Spoljaric | _____<br>Cindy L. Spoljaric  | _____<br>Cindy L. Spoljaric |

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 19-101 was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 19-101    I hereby VETO RESOLUTION 19-101  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.    this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

ORDINANCE NO. 19-05

An Ordinance of the City of Westfield, Indiana authorizing the issuance of bonds for the purpose of providing funds to pay the costs of certain capital projects of the City; providing for the payment of such bonds from a pledge of a sufficient amount of the City's certified shares of the Local Income Tax; providing for the safeguarding of the interest of the owners of the bonds and other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith.

WHEREAS, the City of Westfield, Indiana (the "City") is authorized to issue bonds under the provisions of IC 36-4-6-19 to procure moneys to be used in the exercise of the powers of the City and for the payment of City debts; and

WHEREAS, the Common Council (the "Common Council") of the City now finds that certain capital projects consisting of, all or a portion of, but not limited to, the engineering, land acquisition, utility and construction work, and professional fees for improvements in connection with the approximately 6-acre Grand Junction Plaza which incorporates 3 pavilions, an outdoor performance venue, fountains, winter ice skating facility and a trail head with playground that will serve as a junction for several trail systems and the reconstruction of over 500 feet of the adjoining Jersey Street to create an "Event Street" to be used as an extension of the Grand Junction Plaza during large downtown gatherings, all located in the Grand Junction Consolidated Economic Development Area, as amended, in the City including reimbursement of the cost thereof, are necessary; and that plans, specifications and estimates have been or will be prepared and filed by the architects and engineers employed by the City for the acquisition and construction of such capital projects, as more fully set forth in Exhibit A attached hereto (the "Project"), which plans and specifications have been or will be approved by the applicable departments of the City required to oversee and maintain the improvements constituting the Project; and

WHEREAS, the Common Council finds that it is necessary to finance the costs of the Project by the issuance of bonds of the City, and, if necessary, by the issuance of bond anticipation notes; and

WHEREAS, Hamilton County, Indiana (the "County") has imposed the local income tax ("LIT") pursuant to IC 6-3.6-6; and

WHEREAS, pursuant to IC 6-3.6-6-18, the City may pledge its certified shares to the payment of bonds for any purpose of the civil taxing unit in an ordinance adopted by the Common Council of the City; and

WHEREAS, the bonds to be issued pursuant to this Ordinance will be payable from a pledge of a sufficient amount of the City's certified shares of the LIT ("LIT Revenues") necessary to pay the principal of, premium, if any, and interest due on such bonds; and

WHEREAS, the bonds to be issued pursuant to this Ordinance will be issued subject to the provisions of the laws of the State of Indiana, including, without limitation, IC 5-1-14, IC 6-3.6-6 and IC-36-4-6-19, each as in effect on the date of delivery of the bonds authorized herein (collectively, the "Act"), and the terms and provisions of this Ordinance; and

WHEREAS, the City has on the date of adoption of this Ordinance obligations outstanding to which it has pledged a portion of the City's distributive share of LIT Revenues to the payment thereof consisting of (i) a lease agreement between the Westfield Redevelopment Authority (the "RDA"), as lessor, and the Westfield Redevelopment Commission (the "RDC"), as lessee, dated as of August 23, 2016 (the "2016 Grand Park Sports Campus Lease"); and (ii) a lease agreement between the RDA, as lessor, and the RDC, as lessee, dated as of September 12, 2017 (the "2017 Grand Park Sports Campus Lease") (collectively, "Outstanding Obligations"); and

WHEREAS, Ordinance No. 16-33 as amended by Ordinance 16-40 of this Common Council approving the pledge of a portion of the certified shares of the City's County Option Income Tax Revenues (now LIT Revenues) to the payment of the 2016 Grand Park Sports Campus Lease and Ordinance No. 17-29 of this Common Council approving the pledge of a portion of the certified shares of the City's LIT Revenues to the payment of the 2017 Grand Park Sports Campus Lease, each provide that the City reserves the right to issue bonds, enter into leases, or enter into additional pledges payable from LIT Revenues, in whole or in part, on a parity with the LIT Pledge for any purpose permitted by law (collectively, "Parity Obligations"); provided, (i) all payments due under the Outstanding Obligations and all payments on any Parity Obligations payable from LIT Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears; (ii) for Parity Obligations without a special benefits tax levy under IC 36-7-14-27 or other unlimited and valorem property tax authorized to pay the Parity Obligation, the City, the lessor and the lessee for the Outstanding Obligations shall have received a certificate prepared by an independent, qualified certified public accountant or feasibility consultant (the "Certifier") certifying the amount of the LIT Revenues received in the preceding year shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to the Outstanding Obligations and the proposed Parity Obligations for each respective year during the term of the Outstanding Obligations and the Parity Obligations, and the City shall approve and confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the Parity Obligations; and (iii) payments of any Parity Obligations or junior obligations payable from LIT Revenues shall be payable semiannually on June 15 and December 15. The terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing such Parity Obligations.

WHEREAS, the Common Council finds and determines that it is necessary for the City to issue bonds payable from a pledge of a sufficient amount of LIT Revenues allocated and deposited as provided in this Ordinance, in the aggregate principal amount not to exceed Thirty-Nine Million Dollars (\$39,000,000) (the "20\_\_ Bonds", such designation to be completed to reflect the year of issuance of such bonds), provided, however, if it is necessary for the purpose

of complying with any Indiana Constitution debt limitations, if applicable, for such bonds to be issued by a building corporation or a redevelopment authority as lease rental bonds this pledge of a sufficient amount of LIT Revenues shall be applicable to the payment of the lease rentals which are pledged to the payment of such lease rental bonds and, if necessary, to issue bond anticipation notes (the “Notes”) to provide interim financing for the purpose of securing funds to be applied to the costs of the Project, including the repayment of the Notes, incidental expenses incurred in connection with the Project, a debt service reserve fund, if necessary, capitalized interest, and costs associated with the issuance of the Notes and the 20\_\_ Bonds (the “Cost of the Project”); and

WHEREAS, the Common Council hereby finds that it is the best interests of the City to sell the Notes and the 20\_\_ Bonds on a negotiated basis; and

WHEREAS, the 20\_\_ Bonds to be issued under Section 3 of this Ordinance are issued pursuant to the authority granted in the Act; and

WHEREAS, the City will report to the Indiana Department of Local Government Finance the appropriation of the proceeds of the 20\_\_ Bonds, and will obtain any necessary approvals required by law for issuance of the Notes and the 20\_\_ Bonds;

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

#### **SECTION 1. DEFINITIONS.**

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Ordinance shall have the meaning given in such definition. In this Ordinance, unless a different meaning clearly appears from the context, the following terms shall have the definitions prescribed below:

“Act” means IC 5-1-14-4, IC 6-3.6-6 and IC 36-4-6-19 and all related and supplemental acts in effect on the issue date of the Notes and the 20\_\_ Bonds.

“Bonds” means the 20\_\_ Bonds and any Parity Obligations.

“Bond Purchase Agreement” means the bond purchase agreement for the 20\_\_ Bonds authorized by Section 7 of this Ordinance.

“Bond Purchaser” means the original purchaser of the 20\_\_ Bonds.

“Bond Ordinance” or “Ordinance” means this Bond Ordinance adopted by the Common Council on February 25, 2019, authorizing the issuance of the Notes, if necessary, and the 20\_\_ Bonds, as it may be supplemented and amended from time to time in accordance with its provisions.

“City” means the City of Westfield, Indiana, a municipal corporation and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the 20\_\_ Bonds, as applicable, and the applicable judicial decisions and published rulings and any applicable regulations promulgated thereunder.

“Common Council” means the legislative body of the City.

“Construction Fund” means the Construction Fund established under the Section 10(B) of this Ordinance.

“Costs of the Project” means all costs of the Project as set forth in the recitals of this Ordinance including the costs of issuance of Notes, if any, or the Bonds and in Exhibit A attached hereto.

“County” means Hamilton County, Indiana.

“Debt Service” means the principal of and interest on the Bonds, lease rentals on any Parity Obligations which are leases and any fiscal agency charges associated with the Bonds and the collection of LIT Revenues for the Bonds.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund established under Section 10(E) of this Ordinance.

“Debt Service Reserve Requirement” means the maximum annual principal and interest payment on the 20\_\_ Bonds.

“LIT Revenues” means the certified shares allocated for distribution to the City under Indiana Code 3-3.6-6.

“Note” or “Notes” means the notes authorized by Section 3 of this Ordinance.

“Note Purchase Agreement” means the purchase agreement for each series of Notes authorized by Section 7 of this Ordinance.

“Note Purchaser” means the original purchaser of the Notes.

“Notice Address” means with respect to the City and Trustee, Registrar and Paying Agent:

City:

City of Westfield, Indiana  
Westfield City Hall  
130 Penn Street  
Westfield, IN 46074

Attention: Clerk-Treasurer

City Attorney:

Brian Zaiger, Esq.  
Krieg DeVault LLP  
12800 North Meridian Street  
Suite 300  
Carmel, Indiana 46032

The notice addresses of the Trustee, Registrar and Paying Agent shall be set forth in the Acceptance attached hereto.

“Owner” means a registered owner of the Bonds.

“Outstanding Obligations” means the outstanding obligations of the City secured by a pledge of LIT Revenues as more specifically described in the Recitals hereto.

“Parity Obligations” means any obligations (including leases) of the City issued on a parity with the 20\_\_ Bonds under Section 12 of this Ordinance including those obligations of the City outstanding on the date of adoption of this Ordinance consisting of the 2016 Grand Park Sports Campus Lease and the 2017 Grand Park Sports Campus Lease.

“Paying Agent” means the Paying Agent so designated under Section 3(F) or any successor Paying Agent appointed under this Ordinance.

“Project” means all or a portion of, but not limited to, the engineering, land acquisition, utility and construction work, and professional fees for improvements in connection with the approximately 6-acre Grand Junction Plaza which incorporates 3 pavilions, an outdoor performance venue, fountains, winter ice skating facility and a trail head with playground that will serve as a junction for several trail systems and the reconstruction of over 500 feet of the adjoining Jersey Street to create an “Event Street” to be used as an extension of the Grand Junction Plaza during large downtown gatherings, all located in the Grand Junction Consolidated Economic Development Area, as amended, in the City including reimbursement of the cost thereof, are necessary; and that plans, specifications and estimates have been or will be prepared and filed by the architects and engineers employed by the City for the acquisition and construction of such capital projects, as more fully set forth in Exhibit A attached hereto.

“Qualified Investments” means any direct obligation of the United States of America or other investment in which the City is permitted by Indiana law to invest at the time of investment.

“Registrar” means the Registrar so designated under Section 3(F) or any successor Registrar appointed under Section 3(F) of this Ordinance.

“Revenue Fund” means the fund established under Section 10(a) of this Ordinance.

“State” means the State of Indiana.

“Subordinate Obligations” means, obligations, the payment of which, shall be subordinate for the payment of Debt Service, as shall be determined by the Common Council and as set forth in Section 12(C) of this Ordinance.

“Trust Estate” means the trust estate as described in Section 2 of this Ordinance.

“Trustee” means the Clerk-Treasurer of the City or trustee as appointed pursuant to Section 3(F) or any successor Trustee appointed under this Ordinance.

“20\_\_ Bond” or “20\_\_ Bonds” means the bonds described in Section 3 of this Ordinance.

## **SECTION 2. GRANTING CLAUSES.**

(A) The City, in consideration of the premises and of the purchase and acceptance of the 20\_\_ Bonds by the Owners thereof, in order to secure the payment of the Debt Service on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all covenants expressed or implied herein and in the 20\_\_ Bonds, does hereby pledge the rights, interests, properties, money and other assets described below (“Trust Estate”) to the Trustee for the benefit of the Owners of the 20\_\_ Bonds for the securing of the performance of the obligations of the City set forth in this Ordinance, such pledge to be effective as set forth in IC 5-1-14-4 without the recording of this Ordinance or any other instrument:

(1) All cash and securities now or hereafter held in the Revenue Fund and the Construction Fund and the investment earnings thereon and all proceeds thereof (except to the extent transferred or disbursed from such funds and accounts from time to time in accordance with this Ordinance);

(2) LIT Revenues (on a parity with any Outstanding Obligations) in such amounts as are required to be deposited for the benefit of the 20\_\_ Bonds under this Ordinance or for the benefit of any Subordinate Obligations; and

(3) Any money hereinafter pledged to the Trustee as security to the extent of that pledge;

provided, however, that if the City shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of Debt Service on the 20\_\_ Bonds due, or to become due thereon, at the times and in the manner mentioned in the 20\_\_ Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Owners of the outstanding 20\_\_ Bonds of all sums of money due or to become due according to the provisions hereof, then this Ordinance and the rights hereby granted shall cease, terminate and be void; otherwise this Ordinance shall be and remain in full force and effect;



(B) The City, in consideration of the premises and of the purchase and acceptance of the Notes by the Note Purchaser according to their tenor and effect and to secure the performance and observance by the City of all covenants expressed or implied herein and in the Notes, does hereby pledge the proceeds of the 20\_\_ Bonds to the repayment of the Notes for the benefit of the owners of the Notes for the securing of the performance of the obligations of the City set forth in this Ordinance, such pledge to be effective as set forth in IC 5-1-14-4 without recording of this Ordinance or any other instrument; provided, however, that if the City shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of debt service on the Notes due, or to become due thereon, at the times and in the manner mentioned in the Notes, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the owners of the outstanding Notes of all sums of money due or to become due according to the provisions hereof, then this Ordinance and the rights hereby granted shall cease, terminate and be void; otherwise this Ordinance shall be and remain in full force and effect; and

(C) This Ordinance further witnesseth, and it is expressly declared, that all Notes and the 20\_\_ Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all these properties, rights and interests, including, without limitation, the amounts hereby pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Ordinance has agreed and covenanted, and does hereby agree and covenant, with the respective Owners, from time to time, of the Notes and the 20\_\_ Bonds, or any part thereof, as provided in this Ordinance.

### **SECTION 3. THE NOTES AND THE 2019 BONDS**

(A) (1) The City, having satisfied all of the statutory requirements for the issuance of the Bonds, has the authority to elect to issue the Notes repayable from the proceeds received from the sale of the Bonds for the purpose of procuring interim financing to apply to the Costs of the Project including paying for the costs of issuing the Notes and the Notes may also fund capitalized interest thereon. The City shall issue the Notes, in one or more series, ranking on a parity with each other, in an original aggregate principal amount not to exceed Thirty-Five Million Nine Hundred Thousand Dollars (\$35,900,000) to be designated "City of Westfield, Indiana Local Income Tax Bond Anticipation Notes of 2019" (or, in the event the Notes are not issued within calendar year 2019, then such year in which such Notes shall be issued). The Notes shall be dated as of the date or dates of original issuance and shall bear interest at a rate or rates not to exceed five percent (5%) per annum calculated on the basis of twelve 30-day months for a 360-day year payable at maturity or upon redemption prior to maturity or semi-annually as determined by the Mayor and Clerk-Treasurer upon the advice of the City's municipal advisor. The Notes shall be sold at no less than 99.8% of the par value thereof. The term of each series of the Notes, including any renewals or extensions, may not exceed five (5) years from the date of the original issuance of the Notes. The Notes are subject to prepayment in whole or in part at the option of the City on any date as may be negotiated between the City and the Note Purchaser after the date that is not less than one (1) year after the issue date of the Notes upon seven (7) days' written notice to the registered owners of the Notes at their face value plus interest accrued to the redemption date. The Notes shall be issued in fully registered form and shall be lettered and numbered separately from 1 consecutively upward and with such further or alternate

designation as the Registrar may determine and shall be issued in minimum denominations of \$1,000 and in integral multiples of \$1,000 thereafter. The principal of and interest on the Notes are payable solely from the proceeds of the 20\_\_ Bonds, and the proceeds received from the sale of the Bonds are hereby irrevocably pledged to the payment of the principal of and interest on the Notes and the City shall have no obligation to repay the principal of or interest on the Notes except from proceeds of the 20\_\_ Bonds. The Mayor of the City is authorized to execute the Notes and the Clerk-Treasurer of the City is authorized to attest to the execution of the Notes. The Mayor and the Clerk-Treasurer are hereby authorized and directed to obtain the legal opinion as to the validity of the Notes from Krieg DeVault LLP. Proceeds received from the sale of the Notes shall be used to pay the Costs of the Project and the issuance of the Notes, including capitalized interest on the Notes. At the option of the Mayor at the time of the sale of the Notes, the Notes may be issued to provide for periodic advances of principal from the Note Purchaser to the City and the accrual of interest obligations only on advances when and if made, so long as the aggregate amount of all advances does not exceed Thirty-Five Million Nine Hundred Thousand Dollars (\$35,900,000). It shall not be necessary for the Common Council to repeat the procedures for the issuance of the Bonds as the procedures followed before the issuance of the Notes are for all purposes sufficient to authorize the issuance of the Bonds and to use proceeds thereof to repay the Notes.

(2) The City shall issue the 20\_\_ Bonds, in one or more series, for the purpose of securing financing to apply to the Costs of the Project or, the payment in full of the outstanding Notes, if any, or a combination of the two, provided, however, if it is necessary for the purpose of complying with any Indiana Constitution debt limitations, if applicable, for such bonds to be issued by a building corporation or a redevelopment authority as lease rental bonds this pledge of a sufficient amount of LIT Revenues shall be applicable to the payment of the lease rentals which are pledged to the payment of such lease rental bonds. The City shall issue the 20\_\_ Bonds in an aggregate amount not to exceed Thirty-Nine Million Dollars (\$39,000,000) to be designated "City of Westfield, Indiana Local Income Tax Revenue Bonds of 20\_\_" (such year in which such bonds shall be issued shall be inserted). At the option of the Mayor at the time of the sale of the Bonds, the Bonds may be issued to provide for periodic advances of principal from the Bond Purchaser to the City and the accrual of interest obligations only on advances when and if made, so long as the aggregate amount of all advances does not exceed Thirty-Nine Million Dollars (\$39,000,000). The 20\_\_ Bonds shall be sold at a purchase price of not less than 98% of par value thereof. The Clerk-Treasurer of the City is hereby authorized and directed to negotiate with the Bond Purchaser terms of the sale of the 20\_\_ Bonds consistent with this Ordinance. The Clerk-Treasurer is hereby authorized and directed to have prepared and to issue and sell to the Bond Purchaser the 20\_\_ Bonds, payable solely out of the Trust Estate, as set forth herein. The purchase price of the 20\_\_ Bonds, together with investment earnings on the proceeds of the 20\_\_ Bonds, does not exceed the total as estimated by the City of all Costs of the Project.

(3) The Clerk-Treasurer is hereby authorized to purchase bond insurance for the 20\_\_ Bonds if, upon the advice of the Bond Purchaser or the City's municipal advisor, the City determines that the purchase of the bond insurance will produce a net

present value debt service savings. The insurance premium shall be paid from proceeds of the 20\_\_ Bonds.

(B) (1) The 20\_\_ Bonds shall be issued in fully registered form and shall be lettered and numbered "R-1" and shall be issued in multiples of five thousand dollars (\$5,000) or in any integral multiples thereof.

(2) The 20\_\_ Bonds shall be dated as of the issue date, and shall accrue interest from that date at a rate or rates not to exceed eight percent (8%) per annum. The actual rates to be determined by negotiation with the Bond Purchaser with a final maturity not later than twenty-five (25) years after the 20\_\_ Bonds are issued and with principal payable no later than February 1 and/or August 1 on a schedule that will retire the 20\_\_ Bonds as quickly as possible based on reasonable projections of legally available funds of the City and allowing for sufficient coverage to market the 20\_\_ Bonds. The 20\_\_ Bonds may be subject to mandatory sinking fund redemption as determined upon the sale of the 20\_\_ Bonds.

(3) Interest on the 20\_\_ Bonds shall be payable semiannually no later than February 1 and August 1 beginning not later than the first such date occurring after the dated date of such 20\_\_ Bond, and shall accrue on a basis of twelve 30-day months for a 360-day year.

(C) The 20\_\_ Bonds maturing not earlier than the first principal payment date after the date which is five (5) years after the original date of issuance of the Bonds are redeemable at the option of the City on any date, on thirty (30) days' notice, in whole or in part, in the order of maturity determined by the City and by lot within maturities beginning not earlier than the first principal payment date which is five (5) years after the date of issuance of the Bonds, and on any date thereafter, at par value, plus accrued interest to the date fixed for redemption.

(D) Notice of any redemption identifying the 20\_\_ Bonds to be redeemed in whole or in part prior to maturity shall be given by the City to the Trustee at least 45 days prior to the date fixed for redemption. Notice of any redemption identifying the 20\_\_ Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless this notice is waived by the Owner) by sending written notice by first class mail to the Owner of each 20\_\_ Bonds to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any 20\_\_ Bond, shall not affect the validity of any proceeding for the redemption of other 20\_\_ Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which 20\_\_ Bonds are to be surrendered for payment and, if less than the entire principal amount of a 20\_\_ Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the 20\_\_ Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the 20\_\_ Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the 20\_\_ Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving

payment solely from the funds so provided for redemption, and the rights of the Owners of such 20\_\_ Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(E) If fewer than all of the 20\_\_ Bonds are to be redeemed, the Registrar will select the particular 20\_\_ Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of redemption. If any of the 20\_\_ Bonds are subject to both optional and mandatory sinking fund redemption on the same date, the 20\_\_ Bonds to be redeemed by optional redemption shall be selected first.

(F) (1) The Clerk-Treasurer of the City may serve as the Registrar and the Paying Agent for the Notes, and Trustee, Registrar and Paying Agent for the 20\_\_ Bonds. The Clerk-Treasurer may appoint a qualified financial institution to serve as Trustee, Registrar and Paying Agent for the 20\_\_ Bonds, which Trustee, Registrar and Paying Agent will be charged with the performance of the duties and responsibilities of Trustee, Registrar and Paying Agent as set forth herein, in which case the Trustee, Registrar and Paying Agent shall signify its acceptance of its duties by executing the acceptance attached to this Ordinance. The City is further authorized to pay such fees as the Trustee, Registrar and Paying Agent may charge for the services provided as Trustee, Registrar and Paying Agent and such fees may be paid from the Revenue Fund as Debt Service in addition to paying the principal of and interest on the Bonds or from the Revenue Fund.

(2) The Clerk-Treasurer of the City is hereby authorized, on behalf of the City, to enter into such agreements or understandings with the Trustee, Registrar and Paying Agent as will enable it to perform the services required of it.

(G) (1) The Notes and the 20\_\_ Bonds shall be authenticated with the manual or facsimile signature of an authorized representative of the Registrar. No Note or 20\_\_ Bond shall become valid or become obligatory for any purpose until the Certificate of Authentication on such Note or 20\_\_ Bond, respectively, shall have been so executed. Subject to the provisions hereof for registration, the Notes and the 20\_\_ Bonds shall be negotiable under the laws of the State of Indiana.

(2) Each Note or 20\_\_ Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Note or 20\_\_ Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the owners or its attorney duly authorized in writing, and thereupon a new fully registered Note, Notes, 20\_\_ Bond or 20\_\_ Bonds, as the case may be, in the same principal amount and series and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the owners, as the case may be, in exchange therefore. The Registrar shall not be obligated to make any exchange or transfer of 20\_\_ Bonds following the last day of the month immediately preceding an interest payment date on any 20\_\_ Bonds until such interest payment date.

The Registrar shall not be obligated (a) to register, transfer or exchange any Note or any 20\_\_ Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of the 20\_\_ Bonds, or (b) to register, transfer or exchange the Note or 20\_\_ Bond selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar for the Notes and 20\_\_ Bonds may treat and consider the person in whose name such Note or 20\_\_ Bond is registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof. The Notes and 20\_\_ Bonds may be transferred or exchanged without cost to the owners except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange.

(3) If any Note or 20\_\_ Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new Note or 20\_\_ Bond, respectively, which in all respects shall be identical to the Note or 20\_\_ Bond which was mutilated, lost, stolen or destroyed including like date, maturity, series and denomination, except that such new Note or 20\_\_ Bond, respectively, shall be marked in a manner to distinguish it from the Note or 20\_\_ Bond for which it was issued; provided that in the case of any Note or 20\_\_ Bond, as the case may be, being mutilated, such mutilated Note or 20\_\_ Bond shall first be surrendered to the City and the Registrar; and in the case of 20\_\_ Bonds being lost, stolen or destroyed, there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. If any such lost, stolen or destroyed Note or 20\_\_ Bond shall have matured and be payable in accordance with its terms, instead of issuing a duplicative Note or 20\_\_ Bond, respectively, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of the Note or owner of the 20\_\_ Bond, as the case may be, with their reasonable fees and expenses in connection with the above. Every substitute Note or 20\_\_ Bond issued by reason of the Note or 20\_\_ Bond being lost, stolen or destroyed shall, with respect to such Note or 20\_\_ Bond, constitute a substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Note or 20\_\_ Bond shall be found at any time, and every such Note or 20\_\_ Bond shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Notes or 20\_\_ Bonds, respectively, duly issued hereunder.

(H) The principal of and interest on the Notes and the principal of the 20\_\_ Bonds shall be payable in lawful money of the United States of America upon presentation at the corporate trust operations office of the Paying Agent. Interest on the 20\_\_ Bonds shall be paid by check mailed to each owner at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as provided to the Registrar in writing by such owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day and no additional interest shall accrue. The Trustee shall be instructed to wire transfer payments by 1:00 p.m. (New York

City time) so that such payments are received at the depository by 2:30 p.m. (New York City time).

(I) (1) If the City determines that it may be beneficial to have the 20\_\_ Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York (the “Depository Trust Company”) and have transfers of the 20\_\_ Bonds effected by book-entry on the books of the central depository system (“Book Entry System”), the City is hereby authorized to enter into such agreement. The 20\_\_ Bonds may be initially issued in the form of a separate single authenticated fully registered 20\_\_ Bond for the aggregate principal amount of each separate maturity of the 20\_\_ Bonds. In such case, upon initial issuance, the ownership of such 20\_\_ Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

(2) With respect to the 20\_\_ Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the 20\_\_ Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the 20\_\_ Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the 20\_\_ Bonds except as otherwise provided herein.

(3) No person other than the Depository Trust Company shall receive an authenticated 20\_\_ Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the 20\_\_ Bonds pursuant to this Ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the 20\_\_ Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such 20\_\_ Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such 20\_\_ Bonds; (iii) registering transfers with respect to such 20\_\_ Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the 20\_\_ Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City’s and the Paying Agent’s obligations with respect to principal of and premium, if any, and interest on the 20\_\_ Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions

herein with respect to consents, the words “CEDE & CO.” in this Ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any 20\_\_ Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such 20\_\_ Bonds and all notices with respect to such 20\_\_ Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

(4) Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the 20\_\_ Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of the CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the 20\_\_ Bonds shall designate, in accordance with the provisions of this Ordinance.

(5) If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered 20\_\_ Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the 20\_\_ Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the 20\_\_ Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered 20\_\_ Bonds of any Beneficial Owner’s Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the 20\_\_ Bonds.

(6) If the 20\_\_ Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the 20\_\_ Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such 20\_\_ Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

(7) In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the

Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

(8) So long as the 20\_\_ Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the 20\_\_ Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the 20\_\_ Bonds and setting for the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this Ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the 20\_\_ Bonds, together with the dollar amount of each Beneficial Owner's interest in the 20\_\_ Bonds and the current address of such Beneficial Owners.

#### **SECTION 4. FORM OF THE NOTES AND 20\_\_ Bonds.**

(A) Form of the 20\_\_ Bonds. The form and tenor of the 20\_\_ Bonds shall be substantially as follows (all blanks to be properly completed prior to the final preparation of the 20\_\_ Bonds):

[Remainder of Page Intentionally Left Blank]



[Unless this 20\_\_ Bond (as hereinafter defined) is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City of Westfield, Indiana, or its agent for registration of transfer, exchange or payment, and any 20\_\_ Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

[CITY OF WESTFIELD, INDIANA]  
LOCAL INCOME TAX REVENUE BONDS OF 20\_\_

| INTEREST<br><u>RATE</u> | MATURITY<br><u>DATE</u> | ORIGINAL<br><u>DATE</u> | DATE OF<br><u>AUTHENTICATION</u> | <u>CUSIP</u> |
|-------------------------|-------------------------|-------------------------|----------------------------------|--------------|
|-------------------------|-------------------------|-------------------------|----------------------------------|--------------|

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The [City of Westfield (the “City”)], located in Hamilton County, Indiana (the “County”), for value received, hereby acknowledges itself indebted and promises to pay, but solely out of LIT Revenues (on a parity with any Outstanding Obligations) (each as defined in the Bond Ordinance defined below) and the funds held under the Bond Ordinance, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above (unless redeemed earlier as hereinafter provided), and to pay interest thereon at the rate per annum stated above from the date to which interest has been paid next preceding the date of authentication of this 20\_\_ Bond from the interest payment date immediately preceding the date of authentication of this 20\_\_ Bond unless this 20\_\_ Bond is authenticated on or before \_\_\_\_\_, 20\_\_, in which case interest shall be paid from the Original Date, or unless this 20\_\_ Bond is authenticated between the fifteenth day preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

The principal of this 20\_\_ Bond is payable at the corporate trust operations office of \_\_\_\_\_ (the “Trustee,” “Registrar” or “Paying Agent”), in the City of \_\_\_\_\_, \_\_\_\_\_. All payments of interest on this 20\_\_ Bond shall be

paid by check mailed one (1) business day prior to the interest payment date to the registered owner hereof, as of the fifteenth day preceding such payment, at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the 20\_\_ Bonds shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

[The 20\_\_ Bonds shall be initially issued in a Book Entry System (as defined in the Bond Ordinance). The provisions of this 20\_\_ Bond and of the Bond Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

This 20\_\_ Bond is one of an authorized issue of bonds of the City in an aggregate principal amount of \$\_\_\_\_\_ designated “City of Westfield, Indiana Local Income Tax Revenue Bonds of 20\_\_” (the “20\_\_ Bonds”). The 20\_\_ Bonds are numbered consecutively from R-1 upwards and are issued pursuant to the Bond Ordinance adopted by the Common Council of the City on \_\_\_\_\_, 2019 (the “Bond Ordinance”) and in strict compliance with IC 5-1-14-4, IC 6-3.6-6, IC 36-4-6-19 and all related and supplemental acts as in effect on the issue date of the 20\_\_ Bonds (collectively, the “Act”), to procure funds to be applied to the Costs of the Project (as defined in the Bond Ordinance), including issuance expenses of the 20\_\_ Bonds and debt service reserve. The Project consists of, all or a portion of, but not limited to, the engineering, land acquisition, utility and construction work, and professional fees for improvements in connection with the approximately 6-acre Grand Junction Plaza which incorporates 3 pavilions, an outdoor performance venue, fountains, winter ice skating facility and a trail head with playground that will serve as a junction for several trail systems and the reconstruction of over 500 feet of the adjoining Jersey Street to create an “Event Street” to be used as an extension of the Grand Junction Plaza during large downtown gatherings, all located in the Grand Junction Consolidated Economic Development Area, as amended, in the City.

The 20\_\_ Bonds are all equally and ratably secured by and entitled to the protection of the Bond Ordinance and are payable from LIT Revenues (as defined in the Bond Ordinance). The pledge of LIT Revenues is on a parity with any Outstanding Obligations as described in the Bond Ordinance. Additional LIT Parity Obligations (as defined in the Bond Ordinance) may be issued as described in the Bond Ordinance. To secure payment of the Debt Service (as defined in the Bond Ordinance) on the 20\_\_ Bonds and performance of all other covenants of the City under the Bond Ordinance, the City, pursuant to the Bond Ordinance, has pledged to the payment of the 20\_\_ Bonds LIT Revenues (on a parity with any Outstanding Obligations), to pay Debt Service, together with the funds and accounts held under the Bond Ordinance. Reference is hereby made to the Bond Ordinance for a description of the rights, duties and obligations of the City and the owners of the 20\_\_ Bonds, the terms and conditions upon which the 20\_\_ Bonds are issued and the terms and conditions upon which the 20\_\_ Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for

payment therefore to all of which the owners of the 20\_\_ Bonds, by the acceptance of this 20\_\_ Bond, agree. Copies of the Bond Ordinance are on file at the office of the Clerk-Treasurer of the City.

The 20\_\_ Bonds maturing on or after \_\_\_\_\_, are redeemable at the option of the City on any date, on thirty (30) days' notice, in whole or in part, in the order of maturity determined by the City and by lot within maturities beginning on \_\_\_\_\_, and on any date thereafter, at par value, plus accrued interest to the date fixed for redemption.

[The 20\_\_ Bonds maturing on \_\_\_\_\_ 15, 20\_\_ ("Term Bonds") are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest on the dates in the amounts set forth below:

|                       |                 |
|-----------------------|-----------------|
| <u>Term Bonds Due</u> | <u>15, 20__</u> |
| <u>Date</u>           | <u>Amount</u>   |

\*

\*Final Maturity]

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

Each Five Thousand Dollar (\$5,000) principal amount shall be considered a separate 20\_\_ Bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the 20\_\_ Bonds to be redeemed shall be selected by lot by the Registrar. [If some 20\_\_ Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the 20\_\_ Bonds for optional redemption before selecting the 20\_\_ Bonds by lot for the mandatory sinking fund redemption.]

Notice of any redemption shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless notice is waived by the Owners of the 20\_\_ Bonds) as provided in the Bond Ordinance.

The City may, without the consent of, or notice to, the registered owners of this 20\_\_ Bond, adopt a supplemental ordinance to the Bond Ordinance for certain purposes as described in the Bond Ordinance.

The owners of the Notes or the owners of not less than fifty-one percent (51%) in aggregate principal amount of the 20\_\_ Bonds then outstanding shall have the right, from time to time, anything contained in the Bond Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such supplemental ordinances as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Ordinance or in any supplemental ordinance other than those provisions covered by the paragraph above.

This 20\_\_ Bond is transferable or exchangeable only upon the books of the City kept for the purpose at the office of the Registrar by the Registered Owners, as provided in the Bond Ordinance.

This 20\_\_ Bond shall be issued in fully registered form in the minimum denomination of Five Thousand Dollars (\$5,000) or in any integral multiples thereof.

If this 20\_\_ Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this 20\_\_ Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this 20\_\_ Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by , the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this 20\_\_ Bond shall no longer be deemed outstanding or an indebtedness of the City.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this 20\_\_ Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of the City, including the 20\_\_ Bonds, does not exceed any constitutional or statutory limitation of indebtedness.

This 20\_\_ Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Westfield, located in Hamilton County, Indiana, has caused this 20\_\_ Bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, and attested by the manual or facsimile signature of its Clerk-Treasurer, who has caused the seal of the City to be impressed or a facsimile thereof to be printed hereon.

CITY OF WESTFIELD, INDIANA

[SEAL]

By: \_\_\_\_\_  
J. Andrew Cook, Mayor

Attest:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This 20\_\_ Bond is one of the 20\_\_ Bonds described in the within mentioned Bond Ordinance.

\_\_\_\_\_, as Registrar

\_\_\_\_\_  
Authorized Representative

[Remainder of Page Intentionally Left Blank]

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this 20\_\_ Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

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

UNIF TRAN MIN ACT \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Transfers to Minors Act

\_\_\_\_\_  
(State)

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

## ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please type or print name, address and social security or other identifying number of assignee,  
insert number for first assignee if held by joint account.)

this 20\_\_ Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, as attorney, to transfer this 20\_\_ Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

Registered Owner:

---

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined in SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

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NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of this 20\_\_ Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity, proof of authority to act must accompany this assignment.

(End of Bond Form)

[Remainder of Page Intentionally Left Blank]

(B) Form of Notes. The form of the Notes shall be set forth in the Note Purchase Agreement.

(C) Form of Parity Obligations. The form of any Parity Obligations shall be set forth in the resolution or ordinance approving the issuance of such Parity Obligations.

## **SECTION 5. SALE OF THE NOTES AND THE 20\_\_ Bonds**

(A) The Clerk-Treasurer is hereby authorized and directed to sell each series of the Notes to the Note Purchaser for that series of Notes at a negotiated sale upon receipt of the purchase price and immediately available funds.

(B) Prior to the delivery of the Notes, the Clerk-Treasurer shall obtain a legal opinion addressed to the City as to the validity of the Notes from Krieg DeVault LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the Note Purchaser. The cost of such opinion shall be considered as a part of the cost incidental to these proceedings and shall be paid out of the proceeds of the Notes.

(C) All proceeds of the Notes shall be deposited in the Construction Fund and applied to the Costs of the Project.

(D) After completion of all the necessary legal requirements for the marketing of the 20\_\_ Bonds, the Clerk-Treasurer is hereby authorized and directed to sell the 20\_\_ Bonds to the Bond Purchaser at a negotiated sale, upon receipt of the purchase price, including interest accrued to the date of delivery, if any, in immediately available funds, pursuant to the terms of the Bond Purchase Agreement. The 20\_\_ Bonds shall be sold to the Bond Purchaser at a price of not less than 98% of par.

(E) Prior to the delivery of the 20\_\_ Bonds, the Clerk-Treasurer shall obtain a legal opinion addressed to the City as to the validity of the 20\_\_ Bonds from Krieg DeVault LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the Bond Purchaser. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the 20\_\_ Bonds.

(F) Upon sale of the 20\_\_ Bonds, the proceeds thereof, less underwriters discount, if any, shall be deposited in the Construction Fund, excepting for an amount equal to the Debt Service Reserve Requirement (as defined herein), which shall be deposited in the Debt Service Reserve Fund to the extent deemed necessary by the municipal advisor to the City in order to sell the 20\_\_ Bonds. If the Notes are outstanding upon sale of the 20\_\_ Bonds, the Paying Agent is directed to notify the owners of the Notes of the redemption of the Notes in accordance with Section 3(A)(1).

## **SECTION 6. DELIVERY OF INSTRUMENTS.**

The Mayor and the Clerk-Treasurer are hereby authorized and directed to prepare (or cause to be prepared), execute and deliver any and all instruments, letters, certificates, agreements and documents as the executing official or Krieg DeVault LLP determines it is necessary or appropriate to consummate the transactions contemplated by this Ordinance,



including the Note Purchase Agreement and the Bond Purchase Agreement and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Notes and the 20\_\_ Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City are hereby authorized and directed.

#### **SECTION 7. BOND PURCHASE AGREEMENT AND NOTE PURCHASE AGREEMENT.**

(A) The Common Council hereby approves the use of a Bond Purchase Agreement by which the 20\_\_ Bonds are to be sold to the Bond Purchaser. The Mayor is hereby authorized and directed to execute, and the Clerk-Treasurer of the City is hereby authorized and directed to attest and affix the seal of the City to, the Bond Purchase Agreement, with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Bond Purchase Agreement in the form executed shall constitute the valid and binding obligation of the City, the full performance and satisfaction of which by the City, is hereby authorized and directed.

(B) The City hereby approves the use of a Note Purchase Agreement by which the Notes are to be sold to the Note Purchaser. The Mayor is hereby authorized and directed to execute, and the Clerk-Treasurer of the City is hereby authorized and directed to attest and affix the seal of the City to the Note Purchase Agreement, with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Note Purchase Agreement in the form executed shall constitute the valid and binding obligation of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

#### **SECTION 8. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE.**

(A) The distribution of an official statement prepared for and on behalf of the City is hereby authorized and approved and the Mayor or the Clerk-Treasurer are authorized and directed to execute the final Official Statement on behalf of the City in a form consistent with this Ordinance and the Bond Purchase Agreement. If necessary, the Mayor or the Clerk-Treasurer is hereby authorized to designate the Official Statement as “nearly final” for purposes of Rule 15c2-12, as amended and as adopted by the Securities and Exchange Commission (“Rule 15c2-12”).

(B) If the Notes or 20\_\_ Bonds are subject to Rule 15c2-12, then with respect to the Notes or 20\_\_ Bonds, respectively, the Mayor or the Clerk-Treasurer of the City are hereby authorized to execute and deliver a continuing disclosure agreement upon delivery of the 20\_\_ Bonds (the “Continuing Disclosure Agreement”). The City covenants, to the extent permitted by law, that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply

with the Continuing Disclosure Agreement shall not be considered an event of default hereunder. If the City fails to comply with the Continuing Disclosure Agreement, the sole remedy available for such failure shall be for the specific performance of the City's obligations under this Section and the Continuing Disclosure Agreement and there shall be no remedies for money damages of any kind or in any amount. This remedy shall be available solely to owners of the Notes or the 20\_\_ Bonds for which the Continuing Disclosure Agreement was delivered. The City failure to honor its covenant herein shall not constitute a breach or default under this Ordinance pursuant to which the Notes or the 20\_\_ Bonds are issued or any other agreement to which the City is a party. The remedy set forth in this Section 8 may be exercised by any holder of the Notes of the 20\_\_ Bonds for which the Continuing Disclosure Agreement was delivered in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of Notes or the 20\_\_ Bonds for which the Continuing Disclosure Agreement was delivered supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy. Prior to pursuing any remedy under this Section 8, a holder of Notes or the 20\_\_ Bonds for which the Continuing Disclosure Agreement was delivered shall give notice to the City, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of Notes or the 20\_\_ Bonds for which the Continuing Disclosure Agreement was delivered may pursue such remedy under this Section 8.

#### **SECTION 9. EXECUTION OF THE NOTES AND THE 20\_\_ BONDS.**

The Mayor is hereby authorized and directed to execute the Notes and the 20\_\_ Bonds with his manual or facsimile signature, and the Clerk-Treasurer is hereby authorized and directed to have the Notes and the 20\_\_ Bonds prepared, attest the Notes and the 20\_\_ Bonds with her manual or facsimile signature, and cause the seal of the City to be impressed or a facsimile thereof to be printed on the Notes and the 20\_\_ Bonds, all in the form and manner herein provided. If any officers whose signature or facsimile signature shall appear on the Notes or the Bonds shall cease to be such officer before the delivery of the Notes and the 20\_\_ Bonds such signature shall nevertheless be used and sufficient for all purposes the same as if such officer had remained in office until the date of delivery of the Notes or the 20\_\_ Bonds even though such officer may not have been so authorized or have held such office. Upon the consummation of each sale of the Notes and the 20\_\_ Bonds, the Clerk-Treasurer shall receive from the Note Purchaser the amount to be paid for the Notes and deliver the Notes to the Note Purchaser and shall receive from the Bond Purchaser the amount to be paid for the 20\_\_ Bonds and deliver the 20\_\_ Bonds to the Bond Purchaser.

#### **SECTION 10. CREATION OF FUNDS AND ACCOUNTS.**

(A) There is hereby created the Revenue Fund (the "Revenue Fund") into which the City shall deposit from time to time any legally available funds as shall be necessary to pay, when due, the Debt Service on the 20\_\_ Bonds, together with any redemption premium upon optional redemption of the 20\_\_ Bonds, from time to time. The City shall deposit on the last day each of calendar month to the Revenue Fund an amount equal to (1) at least one-sixth (1/6) of the interest payable on the next succeeding interest payment date on all then outstanding 20\_\_ Bonds payable on the then next succeeding interest payment date, (2) at least one-twelfth (1/12) of the principal on all then outstanding 20\_\_ Bonds which mature annually payable on the then next

succeeding principal payment date, and (3) at least one-sixth (1/6) of the principal on all then outstanding 20\_\_ Bonds which mature semi-annually payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so deposited. Amounts on deposit in the Revenue Fund shall be transferred for the payment of Debt Service, and premium, if any, due on the 20\_\_ Bonds upon redemption thereof, as provided in Section 11 hereof.

(B) There is hereby created the Construction Fund (the "Construction Fund"). Upon the issuance and sale of the 20\_\_ Bonds, there shall be deposited the net proceeds thereof into the Construction Fund less an amount not in excess of the Debt Service Reserve Requirement to be deposited into the Debt Service Reserve Fund to the extent deemed necessary to market the 20\_\_ Bonds by the municipal advisor to the City. Net proceeds of the Notes and 20\_\_ Bonds deposited into the Construction Fund shall be deposited in separate bank account of the City and kept separate and apart from other funds of the City and may be invested only in Qualified Investments as permitted by law. The Clerk-Treasurer shall administer the moneys in the Construction Fund in accordance with this Ordinance. The moneys in the Construction Fund and investment earnings thereon shall be expended only to pay the Costs of the Project, principal of and interest on the Notes, if issued, and Debt Service on the 20\_\_ Bonds. Upon issuance of the 20\_\_ Bonds, the Notes, if issued, shall be called for redemption as provided in Section 3 (A)(1) hereof and proceeds of the 20\_\_ Bonds in the Construction Fund shall be immediately set aside and used for the repayment of the principal of and interest on the Notes. The remaining proceeds of the Notes, if any, and the 20\_\_ Bonds shall be applied to pay remaining costs of the Project.

(C) The Clerk-Treasurer shall disburse from the Construction Fund the amounts required for the payment of the Costs of the Project upon the receipt of duly authorized claims filed in accordance with Indiana law and approved by the City.

(D) If, after payment of all claims tendered under the provisions of this Section, any funds shall remain in the Construction Fund, the Clerk-Treasurer shall transfer all moneys then in the Construction Fund (except moneys reserved to pay any disputed or unpaid claims), as directed by the Common Council, to the Sinking Fund (as hereinafter defined) to pay principal and interest on the Notes, Debt Service on the 20\_\_ Bonds or, as directed by the Common Council, for the same purpose or type of project for which the 20\_\_ Bonds were issued, in accordance with IC 5-1-13, as amended from time to time.

(E) (1) There is hereby created the Debt Service Reserve Fund (the "Debt Service Reserve Fund"). The City may purchase a Debt Service Reserve Fund surety, use funds on hand, proceeds of the 20\_\_ Bonds or a combination thereof to fund to the Debt Service Reserve Fund. The balance to be maintained in the Debt Service Reserve Fund shall equal the Debt Service Reserve Requirement, but in no event shall exceed the least of: (a) the maximum annual debt service on the 20\_\_ Bonds; (b) one hundred twenty-five percent (125%) of the average annual debt service on the 20\_\_ Bonds; or (c) ten percent (10%) of the proceeds of the 20\_\_ Bonds. If the initial deposit into the Debt Service Reserve Fund does not cause the balance therein to equal the Debt Service Reserve Requirement or if no deposit is made, an amount of legally available funds of the City and, if necessary, LIT Revenues shall be credited to the Debt Service Reserve Fund on the last day of each calendar month until the balance therein equals the Debt Service Reserve Requirement. The monthly deposit shall be equal in an amount and sufficient to

accumulate the Debt Service Reserve Requirement within five years of the date of delivery of the 20\_\_ Bonds. If the City acquires a Debt Service Reserve surety to satisfy the Debt Service Reserve Requirement, the Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the surety to the extent necessary to comply such terms. Such agreement shall be deemed a part of this Ordinance for all purposes and is hereby incorporated herein by reference.

(2) The Debt Service Reserve Fund shall constitute the margin for safety and a protection against default in the payment of principal and interests on the 20\_\_ Bonds, and the moneys in the Debt Service Reserve Fund shall be used to pay current principal of and interest on the 20\_\_ Bonds to the extent that moneys in the Revenue Fund and the Sinking Fund (as hereinafter defined) are insufficient for that purposes. Any deficiency maintained in the Debt Service Reserve Fund shall be promptly made up from the next available legally available funds remaining after credits into the Revenue Fund and from LIT Revenues remaining after credits into the Sinking Fund (on a parity basis with the Outstanding Obligations). Any moneys in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be deposited in the Revenue Fund and applied as set forth in Section 10(A) hereof.

(3) The City need not fund the Debt Service Reserve Fund if, upon the advice of its municipal advisor, it finds that funding the Debt Service Reserve Fund is not necessary to market the 20\_\_ Bonds.

(4) The debt service reserve requirement, if any, for a Parity Obligations shall be set forth in the resolution or ordinance authorizing the Parity Obligations. Such resolution or ordinance may amend the definition of the Debt Service Reserve Requirement to include the Parity Obligations without obtaining the consent of the owners of the outstanding 20\_\_ Bonds.

## **SECTION 11. FLOW OF FUNDS; PLEDGE.**

Debt Service shall be payable as follows:

(A) Out of LIT Revenues. (1) There is hereby created the Sinking Fund. The Sinking Fund shall be held by the Clerk-Treasurer. On the first day of each month beginning on the first day of the first month following the date of issuance of the 20\_\_ Bonds, the Clerk-Treasurer shall deposit LIT Revenues, to the extent legally available funds of the City are not available in the Sinking Fund, in an amount equal to (a) at least one-sixth (1/6) of the interest payable on the next succeeding interest payment date on all then outstanding 20\_\_ Bonds payable on the then next succeeding interest payment date, (b) at least one-twelfth (1/12) of the principal on all then outstanding 20\_\_ Bonds which mature annually payable on the then next succeeding principal payment date, and (c) at least one-sixth (1/6) of the principal on all then outstanding 20\_\_ Bonds which mature semi-annually payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so deposited. This deposit shall be in addition to the deposit required under the ordinances and leases authorizing the Outstanding Obligations.

(2) All money in the Sinking Fund shall be used and withdrawn solely for the purpose of paying lease rentals and debt service on the 20\_\_ Bonds and the Outstanding Obligations as they shall become due and payable (including accrued interest on any Outstanding Obligations purchased or redeemed prior to maturity) and to fund or replenish the Debt Service Reserve Fund.

(3) The LIT Revenues and amounts in the Sinking Fund shall be invested in Qualified Investments at the direction of the Clerk-Treasurer.

(4) Any LIT Revenues available after meeting the requirements of this Section 11(A) may be used by the City for any lawful purpose.

(B) Pledge of Funds. (1) The City in order to secure the payment of the Debt Service due under this Ordinance and to secure the performance and observance by the City of all covenants expressed or implied in this Ordinance does hereby pledge the LIT Revenues (on a parity with the Outstanding Obligations) and any investment proceeds thereof and all amounts in the Revenue Fund, Sinking Fund and Debt Service Reserve Fund to secure the payment of the Debt Service due hereunder, such pledge to be effective as set forth in IC 5-1-14-4 without filing or recording of the Ordinance or any other instrument. The pledge shall be effective only to the extent and for this term that the City is obligated to pay Debt Service under this Ordinance. The obligation to pay Debt Service is limited to moneys in the Revenue Fund, including legally available funds of the City on deposit therein, and LIT Revenues (on a parity with the Outstanding Obligations), moneys in the Debt Service Reserve Fund, and moneys in the Sinking Fund and investment earnings. The City has not pledged or otherwise encumbered the LIT Revenues (except for any Outstanding Obligations) and there are no prior liens, encumbrances or other restrictions on the LIT Revenues (except for any Outstanding Obligations).

(2) The City acknowledges that it has received from O.W. Krohn & Associates, LLP, in its capacity as the Certifier, a certificate certifying the amount of LIT Revenues received by the City in the preceding year and estimated to be received by the City in each succeeding year, adjusted as provided below, shall be at least equal to 125% of the lease rental and debt service requirements with respect to the outstanding 20\_\_ Bonds, the Outstanding Obligations and the proposed LIT Parity Obligations for each respective year during the term of the Outstanding Obligations and the Parity Obligations. If, when the proposed LIT Parity Obligations are issued, the Hamilton County Income Tax Council shall have finally approved an increase in the rate at which the LIT is imposed, the Certifier may adjust the amount of LIT Revenues to take into account the increased LIT rate. If the LIT Parity Obligations will be secured by a special benefits tax under IC 36-7-14-27 or an unlimited property tax levy, the requirements of this paragraph (B)(2) need not be met.

## **SECTION 12. ISSUANCE OF ADDITIONAL BONDS.**

(A) Parity Notes. The City reserves the right to authorize and issue Notes on a parity with the Notes for the purpose of raising money to complete the Project, to refund the Notes or for any other purposes permitted by the Act. Except as provided in this Ordinance, the terms and

conditions of any parity notes shall be set forth in the resolution or ordinance authorizing the issuance of such parity notes.

(B) Parity Obligations – LIT Revenues. The authorization and issuance of Parity Obligations which shall be payable from LIT Revenues, shall be subject to the following conditions precedent:

(1) All principal and interest payments and all rental payments with respect to all obligations payable from LIT Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(2) For Parity Obligations payable from LIT Revenues (“LIT Parity Obligations”) without a special benefits tax levy under IC 36-7-14-27 or other unlimited *ad valorem* property tax authorized to pay LIT Parity Obligations, the City and the Trustee (as well as the lessor and the trustee for the Outstanding Obligations) shall have received a certificate prepared by the Certifier certifying the amount of the LIT Revenues received by the City in the preceding year and estimated to be received by the City in each succeeding year, adjusted as provided below, shall be at least equal to 125% of the lease rental and debt service requirements with respect to the outstanding 20\_\_ Bonds, the Outstanding Obligations and the proposed LIT Parity Obligations for each respective year during the term of the Outstanding Obligations and the Parity Obligations. If, when the proposed LIT Parity Obligations are issued, the Hamilton County Income Tax Council shall have finally approved an increase in the rate at which the LIT is imposed, the Certifier may adjust the amount of LIT Revenues to take into account the increased LIT rate. The City shall approve and confirm the figures and estimates set forth by the Certifier in a certificate delivered to the City by the Certifier and any resolution or ordinance authorizing the Parity Obligations shall approve and confirm the figures and estimates contained in the certificate of the Certifier. If the LIT Parity Obligations will be secured by a special benefits tax under IC 36-7-14-27 or an unlimited property tax levy, the requirements of this paragraph (B)(2) need not be met.

(3) Payments of any LIT Parity Obligations shall be payable semiannually in approximately equal installments on June 15 and December 15.

Except as provided in this Ordinance, the terms and conditions of any Parity Obligations shall be set forth in the resolution or ordinance authorizing the issuance of such Parity Obligations and shall be subject to applicable “parity obligation” requirements.

(C) Subordinate Obligations. The City may issue bonds or other obligations or enter into leases which are junior and subordinate to the Bonds as to the pledge of LIT Revenues. The terms and of such Subordinate Obligations shall be as set forth in the ordinance or resolution authorizing their issuance.

## SECTION 13. TAX COVENANTS.

(A) In order to preserve the exclusion from gross income of interest on the 20\_\_ Bonds under the Code and as an inducement to the Bond Purchaser, the City represents, covenants and agrees that:

(1) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the City or another state or local governmental unit, will use more than 10% of the proceeds of the 20\_\_ Bonds or property financed by proceeds of the 20\_\_ Bonds other than as a member of the general public. The Project consists of, all or a portion of, but not limited to, the engineering, land acquisition, utility and construction work, and professional fees for improvements in connection with the approximately 6-acre Grand Junction Plaza which incorporates 3 pavilions, an outdoor performance venue, fountains, winter ice skating facility and a trail head with playground that will serve as a junction for several trail systems and the reconstruction of over 500 feet of the adjoining Jersey Street to create an "Event Street" to be used as an extension of the Grand Junction Plaza during large downtown gatherings, all located in the Grand Junction Consolidated Economic Development Area, as amended, in the City and will be available for general public use. No person or entity, other than the City or another state or local governmental unit, will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the 20\_\_ Bonds. If the City enters into a management contract for any portion of the Project, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the 20\_\_ Bonds.

(2) No more than 10% of the payment of the principal of or interest on the 20\_\_ Bonds will be (under the terms of the 20\_\_ Bonds, this Ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments in respect of such property or borrowed money used or to be used for a private business use.

(3) No more than 5% of the 20\_\_ Bond proceeds will be loaned to any entity or person. No more than 5% of the 20\_\_ Bond proceeds will be transferred, directly or indirectly, or deemed transferred to any person or entity other than another state or local governmental unit in any manner that would in substance constitute a loan of the 20\_\_ Bonds.

(4) The City reasonably expects, as of the date hereof, that the 20\_\_ Bonds will not meet either the private business use test described in paragraph (1) and (2) above or the private loan test described in paragraph 3 above during the entire term of the 20\_\_ Bonds.

(5) No more than 5% of the proceeds of the 20\_\_ Bonds will be attributable to private business use as described in paragraph (1) and private security or payments described in paragraph (2) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(6) The City will not take any action or fail to take any action with respect to the 20\_\_ Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the 20\_\_ Bonds under Section 103 of the Code, nor will it act in any other manner which would adversely affect such exclusion; and the City will not make any investment or do any other act or thing during the period that the 20\_\_ Bonds are outstanding which would cause any of the 20\_\_ Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The City covenant and agree not to enter into any contracts or arrangements which would cause the 20\_\_ Bonds to be treated as private activity bonds under Section 141 of the Code.

(7) The 20\_\_ Bonds are not private activity bonds as defined in Section 141 of the Code.

(8) The 20\_\_ Bonds are not federally guaranteed under Section 149(b) of the Code.

(9) The covenants in this Section 12 are based solely on current law in effect and in existence on the date of issuance of the 20\_\_ Bonds. It shall not be an event of default under this Ordinance if interest on the 20\_\_ Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of such 20\_\_ Bonds.

(10) All officers, members, employees and agents of the City are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the City as of the date the 20\_\_ Bonds are issued, and to enter into covenants evidencing the City's commitments made in this Ordinance. In particular, all or any officers of the City are authorized to certify and enter into covenants for the City regarding the facts and circumstances and reasonable expectations of the City on the date the 20\_\_ Bonds are issued and the commitments made by the City regarding the amount and use of the proceeds of the 20\_\_ Bonds.

(B) Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the 20\_\_ Bonds from gross income for federal tax purposes ("Tax



Exemption”) need not be complied with if the City and the Trustee receive an opinion of nationally recognized bond counsel satisfactory to the City that any Tax Section is unnecessary to preserve the Tax Exemption.

(C) Any Parity Obligations will be subject to the tax covenants set forth in the resolution or ordinance authorizing the issuance of such Parity Obligations or LIT Parity Obligations, respectively.

#### **SECTION 14. CONTRACTUAL NATURE OF THIS ORDINANCE.**

(A) The provisions of this Ordinance shall constitute a contract by and between the City and the Owners of the Notes and the Owners of the 20\_\_ Bonds herein authorized. After the issuance of the 20\_\_ Bonds, this Ordinance, and the definition of, or the manner of determining, allocating or collecting the LIT Revenues or the lien created by this Ordinance, shall not be repealed, amended or impaired in any respect which will adversely affect the rights of Owners of the 20\_\_ Bonds (except as specifically permitted in Section 16 and 17), nor shall the City adopt any law, ordinance or resolution which in any way adversely affects the rights of such Owners so long as any of the 20\_\_ Bonds remains unpaid.

(B) The City covenants not to impair the pledge of the LIT Revenues to the payment of the 20\_\_ Bonds (except as provided in Section 12(B) hereof), so long as any of the 20\_\_ Bonds are outstanding, or to impair any other pledge or covenant under this Ordinance during that period.

#### **SECTION 15. DEFEASANCE OF THE 20\_\_ BONDS.**

(A) If, when the 20\_\_ Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 20\_\_ Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon the 20\_\_ Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof of prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case the 20\_\_ Bonds or such portion thereof shall no longer be deemed outstanding or an indebtedness of the City. If no principal of or interest on the 20\_\_ Bonds or any Subordinate Obligations is outstanding, any remaining funds may be used as provided in Section 11 of this Ordinance.

(B) No deposit under this Section shall be made or accepted under this Section and no use made of any such deposit unless the City shall have received a verification from an

accountant or firm of accountants appointed by the Clerk-Treasurer and acceptable to the City verifying the sufficiency of the deposit to pay the principal of the 20\_\_ Bonds to the due date, whether such due date be by reasons of maturity or upon redemption.

#### **SECTION 16. SUPPLEMENTAL ORDINANCE.**

The City may, without the consent of, or notice to, the owners of the Notes or the Owners of the Bonds, adopt a supplemental ordinance for any one or more of the following purposes:

- (A) To cure any ambiguity or formal defect or omission in this Ordinance;
- (B) To grant to or confer upon the owners of the Notes or the Owners of the Bonds any additional benefits, security, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the owners of the Notes or the Owners of the Bonds, respectively;
- (C) To modify, amend or supplement this Ordinance to permit the qualification of the Notes or the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or the qualification of this Ordinance under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the owners of the Notes or the Owners of the Bonds;
- (D) To provide for the refunding or advance refunding of all or a portion of the Notes or the Bonds;
- (E) To amend this Ordinance to permit the City, to comply with any future federal tax law or any covenants contained in any supplemental ordinance with respect to compliance with future federal tax law;
- (F) To provide for the issuance of parity Notes, Parity Obligations, LIT Parity Obligations, or subordinate obligations;
- (G) To subject to this Ordinance additional revenues, security, properties or collateral; and
- (H) To amend this Ordinance for any other purpose which in the judgment of the City does not adversely affect the interests of the owners of the Notes or the Owners of the Bonds in any material way.

#### **SECTION 17. CONSENT TO SUPPLEMENTAL ORDINANCES.**

(A) The owners of the Notes or the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such supplemental ordinances as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinances other than those provisions covered by Section 15; provided however,

that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the Owners of all the then outstanding Bonds affected, (a) an extension of the maturity of the principal of and interest on any Bonds payable from LIT Revenue, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, or (e) a change in the provisions regarding the collection, deposit, and allocation of LIT Revenues as set forth in IC 6-3.5-6, as in effect on the date of the issuance of the 20\_\_ Bonds and in the Bond Ordinance or in the lien on the LIT Revenues for any Bonds, or (f) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time outstanding hereunder, (g) a change in the method of accrual of interest on any Bonds, or (h) a change in the Debt Service Reserve Requirement.

(B) If at any time the City desires to adopt a supplemental Ordinance for any of the purposes permitted in this Section, the City shall cause written notice of the proposed adoption of such supplemental ordinance to be mailed by registered or certified mail to each owner of the Notes or Owners of the Bonds at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that copies of it are on file at its office for inspection by all owners of the Notes or the Owners of the Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the City, following the mailing of such notice, the owners of the Notes and the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental ordinance shall have consented to and approved the execution of such supplemental ordinance, no Note owner or subsequent Owners of the Bonds shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from adopting same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental ordinance as is permitted and provided by this Section, this Ordinance shall be and be deemed to be modified and amended in accordance therewith.

(C) Any consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the owners of the Notes or the Owners of the Bonds, maybe in any number or concurrent writings of similar tenor and may be signed or executed by the owners of the Notes or the Owners of the Bonds, respectively, in person or by agent appointed in writing. Proof of the execution of any consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Notes or the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City with regard to any action taken by it or them under such request or other instrument, namely:

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

(2) The fact of ownership of the Notes and the Bonds or the amount or amounts, numbers and other identification of the Notes or the Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

## **SECTION 18. EVENTS OF DEFAULT**

(A) If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(1) Default in the due and punctual payment of any interest on any Note or Bond; or

(2) Default in the due and punctual payment of the principal of any Note or Bond at its stated maturity or mandatory redemption date.

(B) Upon the occurrence of an Event of Default, the Trustee shall notify the owners of the Notes or the Owners of all Bonds, as the case may be, then outstanding of such Event of Default by registered or certified mail and will have the following rights and remedies:

(1) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Notes or the Bonds then outstanding.

(2) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the owners under this Ordinance, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(3) If the Trustee certifies that there is sufficient money on deposit in the funds and accounts under this Ordinance to pay Debt Service on all the Notes or the outstanding Bonds, the Trustee may declare the principal of and accrued interest on all Notes or Bonds, respectively, to be due and payable immediately in accordance with this Ordinance.

(4) The Trustee may use any money in the Construction Fund or the Debt Service Reserve Fund, as well as the allocable share of LIT Revenues pledged to the 20\_\_ Bonds in the Sinking Fund to pay debt service on the Notes or Debt Service on the 20\_\_ Bonds if there is an Event of Default.

(C) No right or remedy by the terms of this Ordinance conferred upon or reserved to the Trustee or to the owners of the Notes or the Owners is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion of employment of any other right or remedy.

(D) No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

(E) No waiver of any Event of Default, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

(F) Anything in this Ordinance to the contrary notwithstanding, the owners of a majority in aggregate principal amount of outstanding Notes and the Owners of a majority in aggregate principal amount of the outstanding Bonds shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Ordinance, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Ordinance.

(G) All money received hereunder pursuant to any right or remedy given or action taken upon occurrence of an Event of Default under this Ordinance shall, after payment of the costs and expenses of the Trustee including, without limitation, the fees and expenses of its counsel incurred in connection with the proceedings resulting in the collection of such money and of the expenses, liabilities and advances incurred or made hereunder, be deposited in the Sinking Fund and all such money shall be applied to the Notes or the Bonds, as the case may be, as follows:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due on the Notes or the Bonds, including interest on any past due principal of any Note or Bond at the rate borne by such Note or Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes or the Bonds which shall have become due at maturity, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of the Notes or the Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Notes or the Bonds which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on the Notes or the Bonds due on any particular date, such payment shall be made ratably according

to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(H) Whenever money is to be applied pursuant to the provisions of this subsection, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall establish a special record date for such payments and shall mail, at least fifteen (15) days prior to such special record date, such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date. The Trustee shall not be required to make payment of principal to the owner of any Note or the Owner of any Bond until such Note or Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(I) Whenever all principal of and interest on all Notes and all Bonds have been paid under the provisions of this subsection and all expenses and charges of the Trustee have been paid, any balance remaining in the Revenue Fund, Sinking Fund or the Debt Service Reserve Fund shall be paid as provided in Section 11 hereof.

(J) All rights of action (including the right to file proof of claims) under this Ordinance or under any of the Notes or the Bonds may be enforced by the Trustee without the possession of any of the Notes or the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Notes or Owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all outstanding Notes or the Owners of all the outstanding Bonds, respectively.

(K) No owner of any Note or Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Ordinance or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder unless such owner previously shall have given to the Trustee written notice of an Event of Default as provided above, and unless also the Note owner or owners or the Owner or Owners of a majority in principal amount of the Notes or Bonds, respectively, then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in this Ordinance, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Ordinance or for any other remedy hereunder; it is understood and intended that no one or more owners of the Notes or Owners of the Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this

Ordinance, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all owners of the outstanding Notes or all Owners of the outstanding Bonds, respectively.

Nothing in this Section contained shall, however, affect or impair the right of any Owner, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on its Notes or Bonds out of the Trust Estate, or the obligation of the City to pay the same, out of the Trust Estate or special funds and accounts, at the time and place expressed in the Notes or the Bonds.

(L) If the Trustee shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the owners shall be restored to their former positions and rights hereunder, respectively, and with regard to the property subject to this Ordinance, and all rights, remedies and powers of the Trustee and the owners of Notes or Bonds shall continue as if no such proceedings had been taken.

(M) The Trustee shall not waive (a) any Event of Default in the payment of the principal of any outstanding Note or Bond at the date of maturity specified therein or (b) any Event of Default in the payment when due of the interest on any outstanding Note or Bond unless prior to such waiver all arrears of interest or all arrears of payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Note or Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver, or if any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

## **SECTION 19. THE TRUSTEE.**

(A) The Trustee hereby accepts the trusts and duties imposed upon it by this Ordinance, upon and subject to the express terms and conditions set forth in this Ordinance. Except during the continuance of an Event of Default (i) the Trustee undertakes to perform only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee; and (ii) in the absence of bad faith on its part, the Trustee may rely, as to the truth of the statements and correctness of the opinions expressed therein, upon the certificates or opinions furnished to the Trustee and conforming to the requirements of this Ordinance; but in the case of any such certificates or opinions which by any provision of this Ordinance are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine them to determine whether or not they conform to the requirements of this Ordinance. If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and power as vested in it by this Ordinance and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

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

(2) The Trustee shall not be responsible for any recital herein or in the Notes or the Bonds, except for the Certificate of Authentication required by this Ordinance, or for the validity of the execution by the City of this Ordinance or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Notes or the Bonds issued hereunder or intended to be secured hereby.

(3) The Trustee shall not be accountable for the use of any Bond authenticated or delivered hereunder. The Trustee may become the owner of any Note or the Owner of any Bond secured hereby with the same rights which it would have if not the Trustee and any Bond owned by the Trustee shall be deemed outstanding unless cancelled pursuant to the provisions hereof.

(4) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the City. Any action taken by the Trustee pursuant to this Ordinance upon the request or consent of any person who at the time of making such request or giving such consent is the owner of any of the Notes or the Owner of any of the Bonds, shall be conclusive and binding upon all future owners of the Notes or Owners of the Bonds, respectively, and upon owners of the Notes or Owners of any Bonds issued in exchange therefor or in place thereof, respectively.

(5) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the City as conclusive evidence that such resolution or ordinance has been duly adopted and is in full force and effect.



(6) The permissive right of the Trustee to do things enumerated in this Ordinance shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(7) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the City pertaining to the revenues and receipts pledged to the payment of the Notes or the Bonds, and to take such memoranda from and in regard thereto as may be desired.

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

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

(10) Before taking the action referred to in Section 18(B), the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken. No provision of this Ordinance shall require the Trustee to expend or risk its own funds in the performance of any of its duties hereunder, or in the exercise of any of its rights and powers if it has reasonable grounds for believing that repayment of these funds or adequate indemnity against this risk or liability is not reasonably assured to it.

(11) All money received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received segregated from other funds to the extent required by law. The Trustee shall not be under any liability for interest on any money received hereunder except such as maybe agreed upon.

(12) The Trustee for all purposes of this Ordinance shall be deemed to be aware of any Event of Default.

(B) The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, but solely from money available therefor under this Ordinance. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it.

(C) In any judicial proceeding to which the City, is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the owners of the Notes or the Owners of the Bonds, the Trustee may intervene on behalf of the owners.

(D) Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the City may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to the Owners whereupon a successor or temporary Trustee shall be appointed in accordance with subsection (G).

(E) The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice by registered or certified mail to the City, and the owners of the Notes or the Owners of the Bonds, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with subsection (G) and acceptance of such appointment by the successor Trustee. If the City fails to appoint a successor Trustee within 60 days of receipt of notice of the Trustee's resignation, the Trustee may petition a court of competent jurisdiction to appoint a successor Trustee.

(F) The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the City and signed by the owners of a majority of the aggregate principal amount of the outstanding Notes or the Owners of a majority of the aggregate principal amount of the outstanding Bonds or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in subsection (E) with respect to the resignation of the Trustee and such removal shall take effect upon the appointment of a successor Trustee. The City shall appoint a successor Trustee immediately upon the removal of the Trustee. So long as no Event of Default, or an event which with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time, upon appointment of a successor Trustee, by resolution or ordinance of the Common Council filed with the Trustee.

(G) If the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or by a receiver appointed by a court, a successor may be appointed by the owners of a majority of the aggregate principal amount of the outstanding Notes or the Owners of a majority of the aggregate principal amount of all Bonds then outstanding by an instrument or concurrent instruments in writing signed by the owners of a majority of the aggregate principal amount of the outstanding Notes or the Owners or by their attorneys-in fact duly authorized, a copy of which shall be delivered personally or sent by registered or certified mail to the City. Nevertheless, in case of such vacancy the City by

supplemental ordinance may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the owners may appoint a successor Trustee; and any such temporary Trustee so appointed by the City shall become the successor Trustee if no appointment is made by the owners within such period but if an appointment is made by the owners, such appointment shall immediately and without further act be superseded by any Trustee so appointed by such owners. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by subsection (E) with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or a commercial bank with trust powers and having a reported capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(H) Every successor or temporary Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Clerk-Treasurer of the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Clerk-Treasurer of the City, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of subsection (B), execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, money and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the City be required by any successor or temporary Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Clerk-Treasurer of the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor or temporary Trustee hereunder, together with all other instruments provided for in this Section, shall be filed or recorded by the successor or temporary Trustee in each office where this Ordinance shall have been filed.

## **SECTION 20. THE REGISTRAR AND PAYING AGENT.**

(A) The Clerk-Treasurer of the City may appoint a separate Registrar or Paying Agent.

(B) Each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Ordinance to be exercised by or vested in or conveyed to the Trustee with respect to this Ordinance shall be exercisable by and vested in Registrar or Paying Agent but only to the extent necessary to enable the Registrar and Paying Agent, to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by the Registrar and Paying Agent, shall run to and be enforceable by it.

(C) Should any instrument in writing from City or agreement be required by the Registrar and Paying Agent for more fully and certainly vesting in and confirming to it such

properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. If the Registrar and Paying Agent, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of the Registrar and Paying Agent so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Registrar and Paying Agent.

**SECTION 21. NOTICES.** Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, sent by telegram, addressed to the appropriate Notice Addresses. The City, or the Registrar and Paying Agent, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 22. BUSINESS DAYS.** In any case where the due date of a payment of principal or interest of the Notes or the Bonds or the date fixed for redemption of any portion of the Notes or the Bonds shall be a Saturday, Sunday or a legal holiday or a day on which the offices of the Registrar, Paying Agent or Trustee are required or authorized by law to be closed, or the Federal Reserve wire system is closed, then such payment of principal or interest may be made on the succeeding business day with the same force and effect as if made on the due date of a payment of principal or interest of the Notes or the Bonds or the date fixed for redemption of any portion of the Notes or the Bonds.

**SECTION 23. SEVERABILITY.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 24. REPEAL OF CONFLICTING PROVISIONS.** All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Ordinance, are, to the extent of such conflict, hereby repealed or amended.

**SECTION 25. EFFECTIVE DATE.** This Ordinance shall be in full force and effect immediately upon its passage and signing by the Mayor.

[Remainder of Page Intentionally Left Blank]

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

**WESTFIELD COMMON COUNCIL**  
**Hamilton County, Indiana**

**WESTFIELD COMMON COUNCIL**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Steve Hoover

\_\_\_\_\_  
Steve Hoover

\_\_\_\_\_  
Steve Hoover

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Mark Keen

\_\_\_\_\_  
Mark Keen

\_\_\_\_\_  
Mark Keen

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

ATTEST:

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

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

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 19-\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
at \_\_\_\_:\_\_\_\_.m.

I hereby VETO Ordinance 19-\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
at \_\_\_\_:\_\_\_\_.m.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

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

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

## **EXHIBIT A**

### **DESCRIPTION OF PROJECT**

Improvements, including but not limited to the engineering, land acquisition, utility and construction work, and professional fees for improvements in connection with the approximately 6-acre Grand Junction Plaza which incorporates 3 pavilions, an outdoor performance venue, fountains, winter ice skating facility and a trail head with playground that will serve as a junction for several trail systems and the reconstruction of over 500 feet of the adjoining Jersey Street to create an “Event Street” to be used as an extension of the Grand Junction Plaza during large downtown gatherings, all located in the Grand Junction Consolidated Economic Development Area, as amended, in the City.

## **ORDINANCE 19-06**

### **ORDINANCE FOR ADDITIONAL APPROPRIATION OF THE PROCEEDS OF THE CITY OF WESTFIELD, INDIANA LOCAL INCOME TAX REVENUE BOND ANTICIPATION NOTES OF 2019**

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

**WHEREAS**, it is the duty and the responsibility of the 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; and,

**WHEREAS**, on February 25, 2019, the Council of the City prior in time to the adoption of this Ordinance for Additional Appropriation adopted an ordinance (the “Bond Ordinance”) pursuant to I.C. 5-1-14, I.C. 6-3.6-6 and I.C. 36-4-6-19 (collectively, the “Act”) authorizing bonds to be issued under the terms and conditions established in the Bond Ordinance, such bonds being designated as the “City of Westfield, Indiana County Option Income Tax Revenue Bonds of 201\_,” in an aggregate principal amount not to exceed Thirty-Nine Million Dollars (\$39,000,000) (the “Bonds”) and, to provide interim financing, bond anticipation notes, to be issued under the terms and conditions established in the Bond Ordinance being designated as “City of Westfield, Indiana Local Income Tax Bond Anticipation Notes of 2019 in an aggregate principal amount not to exceed Thirty-Five Million Nine Hundred Thousand Dollars (\$35,900,000) (the “BANs”) to provide funds to be applied to costs associated with certain capital projects consisting of, all or a portion of, but not limited to, the engineering, land acquisition, utility and construction work, and professional fees for improvements in connection with the approximately 6-acre Grand Junction Plaza which incorporates 3 pavilions, an outdoor performance venue, fountains, winter ice skating facility and a trail head with playground that will serve as a junction for several trail systems and the reconstruction of over 500 feet of the adjoining Jersey Street to create an “Event Street” to be used as an extension of the Grand Junction Plaza during large downtown gatherings, all located in the Grand Junction Consolidated Economic Development Area, as amended, in the City, including reimbursement of the cost thereof, together with expenses in connection with the issuance of the Bonds and BANs on account thereof, the funding of capitalized interest, if deemed necessary, and the funding of a debt service reserve fund, if deemed necessary (collectively, the “Project”); and,

**WHEREAS**, the proceeds of the Bonds (and investment earnings thereon) and the proceeds of the BANs (and any investment earnings thereon) have not been included in any regular budget; and,



**WHEREAS**, the City has determined that it will initially issue BANs to provide interim financing for the Project; and,

**WHEREAS**, the Council has published notice in accordance with I.C. 6-1.1-18-5 and I.C. 5-3-1, regarding a public hearing on the appropriation of the proceeds of the BANs to be utilized by the City to acquire, construct, install and equip the Project; and,

**WHEREAS**, the Council, on this date, held a public hearing regarding the appropriation of the proceeds of the BANs in an amount not to exceed Thirty-Five Million Nine Hundred Thousand Dollars (\$35,900,000), together with investment earnings thereon, to be utilized by the City to acquire, construct, install and equip the Project at which public hearing all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriation.

**NOW, THEREFORE, BE IT ORDAINED** by the Westfield Common Council meeting in session as follows:

**Section 1.** The proceeds derived from the sale of the BANs to be issued by the City in an aggregate amount not to exceed Thirty-Five Million Nine Hundred Thousand Dollars (\$35,900,000), together with investment earnings thereon, shall be and the same are hereby appropriated to be applied to the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy and shall continue in effect until the payment of the costs of the Project, together with expenses incidental thereto, including expenses in connection with the issuance of Bonds and BANs. Any surplus of such proceeds shall be credited to the proper fund as required by law.

**Section 2.** Said funds shall only be disbursed pursuant to the procedures and policies outlined by the Statutes of Indiana, the Ordinances, including the Bond Ordinance, of the City 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 its adoption by this Council and approval by the Mayor, 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.

**Section 4.** The Clerk-Treasurer of the City is hereby authorized and directed to report the additional appropriation to the Indiana Department of Local Government Finance in accordance with I.C. 6-1.1-18-5.

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

**WESTFIELD COMMON COUNCIL**  
**Hamilton County, Indiana**

**WESTFIELD COMMON COUNCIL**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

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James J. Edwards

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Mark Keen

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Mark Keen

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Charles Lehman

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Charles Lehman

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Charles Lehman

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

ATTEST:

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

I hereby certify that ORDINANCE 19-06 was delivered to the Mayor of Westfield on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_:\_\_\_\_.m.

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 19-06

this \_\_\_\_\_ day of \_\_\_\_\_, 2019

at \_\_\_\_:\_\_\_\_.m.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO Ordinance 19-06

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

at \_\_\_\_:\_\_\_\_.m.

\_\_\_\_\_  
J. Andrew Cook, Mayor

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

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

KD\_9996599\_1.DOC



# STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

## PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

## INSTRUCTIONS

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

| SECTION 1 TAXPAYER INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|-------------------------|-------------------------|--------------------------------------|----------------------------------------------------|---------------------------------------|----------------------------------------------|-----------------|-------------------------|--|
| Name of taxpayer<br>Grinds, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  |                         |                         | Name of contact person<br>Ken Warren |                                                    |                                       |                                              |                 |                         |  |
| Address of taxpayer (number and street, city, state, and ZIP code)<br>17075 Oak Ridge Road, Westfield, IN 46074                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  |                         |                         |                                      |                                                    | Telephone number<br>( 510 ) 763-1088  |                                              |                 |                         |  |
| SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| Name of designating body<br>City of Westfield                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                  |                         |                         |                                      |                                                    | Resolution number (s)                 |                                              |                 |                         |  |
| Location of property<br>17075 Oak Ridge Road, Westfield, IN 46074                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                  |                         |                         | County<br>Hamilton                   |                                                    | DLGF taxing district number<br>29-015 |                                              |                 |                         |  |
| Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment.<br>(Use additional sheets if necessary.)<br>Equipment will be specific to the production, fulfillment, and distribution of Grinds Coffee Pouches - a coffee based alternative to chewing tobacco, including the installation and use of 3 Merz form fill and seal packaging machines, manufactured in Lich, Germany to produce the finished cans of Grinds pouches. They will also install labeling equipment from a separate vendor to package and prepare the three unique labels on finished cans. |  |                  |                         |                         | ESTIMATED                            |                                                    |                                       |                                              |                 |                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  |                         |                         |                                      |                                                    | START DATE                            |                                              | COMPLETION DATE |                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  |                         |                         | Manufacturing Equipment              |                                                    | 04/01/2019                            |                                              | 12/31/2023      |                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  |                         |                         | R & D Equipment                      |                                                    |                                       |                                              |                 |                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  |                         |                         | Logist Dist Equipment                |                                                    |                                       |                                              |                 |                         |  |
| IT Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| Current number<br>0.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Salaries<br>0.00 |                         | Number retained<br>0.00 |                                      | Salaries<br>0.00                                   |                                       | Number additional<br>56.00                   |                 | Salaries<br>\$2,230,592 |  |
| SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                  | MANUFACTURING EQUIPMENT |                         | R & D EQUIPMENT                      |                                                    | LOGIST DIST EQUIPMENT                 |                                              | IT EQUIPMENT    |                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  | COST                    | ASSESSED VALUE          | COST                                 | ASSESSED VALUE                                     | COST                                  | ASSESSED VALUE                               | COST            | ASSESSED VALUE          |  |
| Current values                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                  | 0                       | 0                       |                                      |                                                    |                                       |                                              |                 |                         |  |
| Plus estimated values of proposed project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                  | 0                       | 0                       |                                      |                                                    |                                       |                                              |                 |                         |  |
| Less values of any property being replaced                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                  | 0                       | 0                       |                                      |                                                    |                                       |                                              |                 |                         |  |
| Net estimated values upon completion of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  | 5,611,414               | 3,142,392               |                                      |                                                    |                                       |                                              |                 |                         |  |
| SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| Estimated solid waste converted (pounds) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                  |                         |                         |                                      | Estimated hazardous waste converted (pounds) _____ |                                       |                                              |                 |                         |  |
| Other benefits:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| SECTION 6 TAXPAYER CERTIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| I hereby certify that the representations in this statement are true.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                  |                         |                         |                                      |                                                    |                                       |                                              |                 |                         |  |
| Signature of authorized representative<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                  |                         |                         |                                      |                                                    |                                       | Date signed (month, day, year)<br>02/27/2019 |                 |                         |  |
| Printed name of authorized representative<br>Ken Warren                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                  |                         |                         |                                      | Title<br>COO                                       |                                       |                                              |                 |                         |  |





# Property Location Map

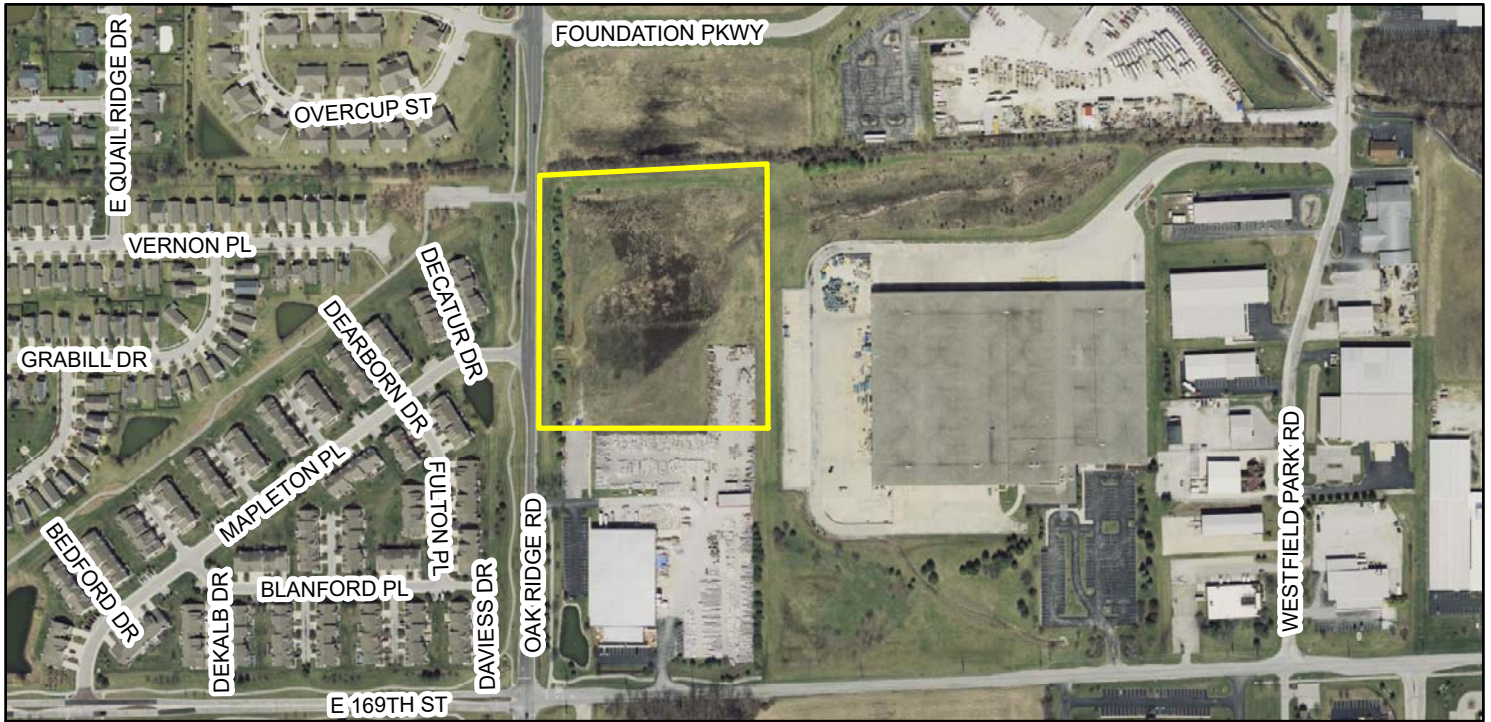
## Grinds, LLC

### Personal Property Tax Abatement

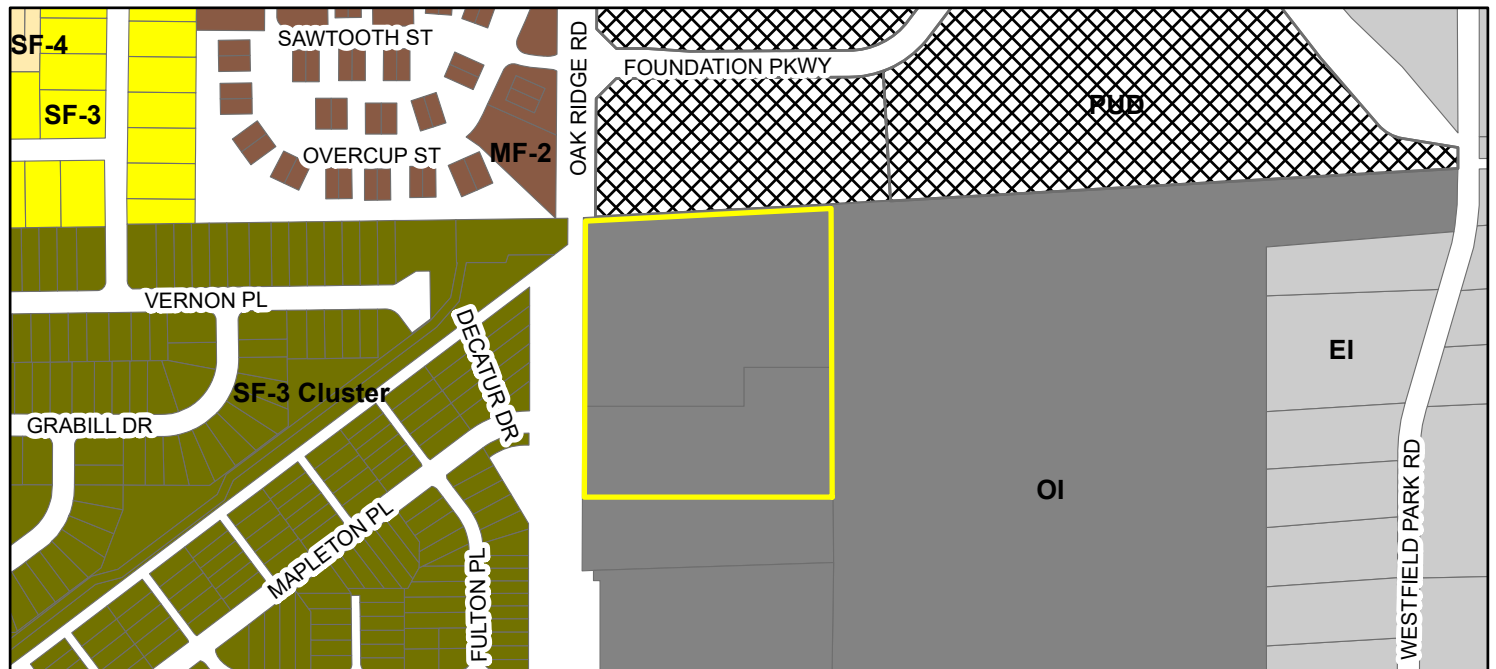
#### Resolution 19-102



**Aerial Location Map**



**Zoning Map**



**Zoning - All**

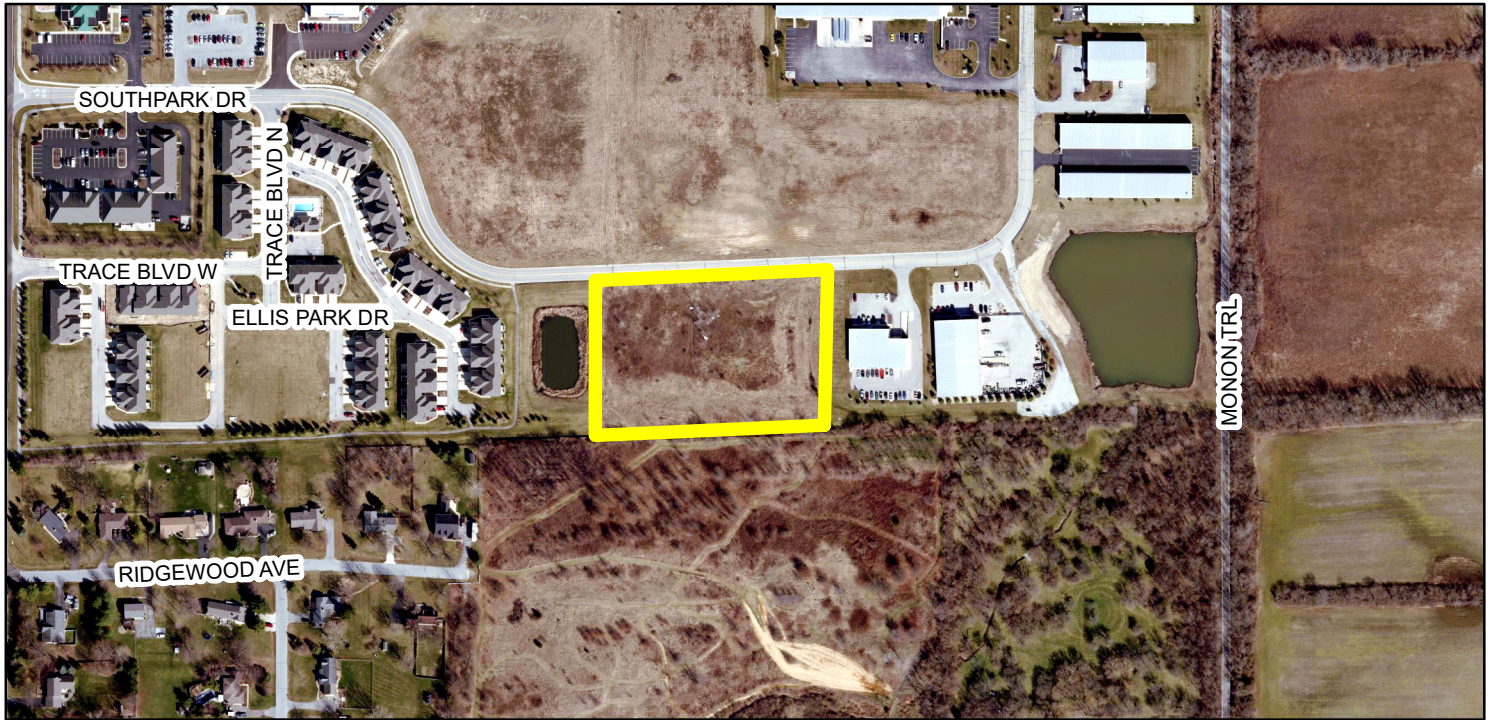
**Zoning**

- |                            |                                |
|----------------------------|--------------------------------|
| EI (Enclosed Industrial)   | PUD (Planned Unit Development) |
| MF-2 (Multiple Family - 2) | SF-3 (Single Family - 3)       |
| OI (Open Industrial)       | SF-3 Cluster                   |
|                            | SF-4 (Single Family - 4)       |

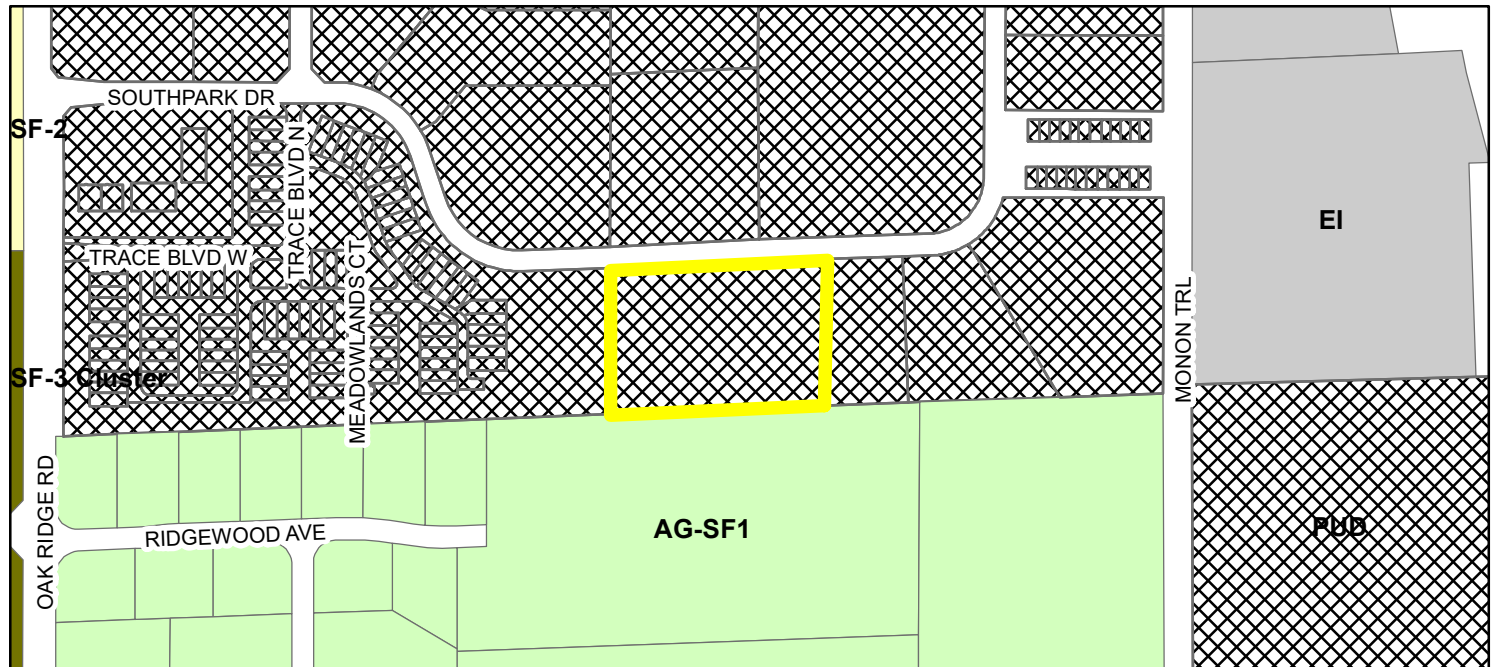


### Aerial Location Map

 Site



### Zoning Map



#### Zoning - All

#### Zoning

-  AG-SF1 (Agriculture - Single Family - 1)
-  EI (Enclosed Industrial)
-  PUD (Planned Unit Development)
-  SF-2 (Single Family - 2)
-  SF-3 Cluster









## *Westfield City Council Report*

|                             |                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ordinance Number:</b>    | 19-04 (the "PUD Amendment")                                                                                                                                                                                                                                                                                                                                        |
| <b>APC Petition Number:</b> | 1903-PUD-04                                                                                                                                                                                                                                                                                                                                                        |
| <b>Petitioner:</b>          | Leesman Engineering & Associates (the "Petitioner")                                                                                                                                                                                                                                                                                                                |
| <b>Requested Action:</b>    | An amendment to the Oak Manor North PUD to modify development standards in order to accommodate an auto and motorcycle service use                                                                                                                                                                                                                                 |
| <b>Current Zoning:</b>      | Oak Manor North PUD (Ord. 05-04) (the "Existing PUD")                                                                                                                                                                                                                                                                                                              |
| <b>Current Land Use:</b>    | Vacant                                                                                                                                                                                                                                                                                                                                                             |
| <b>Acreage:</b>             | 0.923 acre +/- (the "Real Estate")                                                                                                                                                                                                                                                                                                                                 |
| <b>Exhibits:</b>            | <ol style="list-style-type: none"><li>1. Staff Report</li><li>2. Location Map</li><li>3. Concept Plan</li><li>4. Illustrative Character Exhibit</li><li>5. Existing Landscape Plan</li><li>6. Proposed Landscape Plan</li><li>7. Proposed Ordinance 19-04</li><li>8. Building Materials Exhibit</li><li>9. Signage Exhibit</li><li>10. APC Certificatoin</li></ol> |
| <b>Prepared by:</b>         | Daine Crabtree, Associate Planner                                                                                                                                                                                                                                                                                                                                  |

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### **PETITION HISTORY**

This petition was introduced at the February 11, 2019, City Council meeting. The petition received a public hearing at the March 4, 2019, Advisory Plan Commission (the "APC") meeting. At this same meeting, the petition was forwarded to the City Council with a unanimous (vote: 7 in favor, 0 opposed) favorable recommendation.

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### **PROJECT OVERVIEW**

**Location:** The petitioner is requesting an amendment to the Oak Manor North PUD specific to the Real Estate, which is approximately 0.923 acres in size (see **Exhibit 2**).



Properties to the north are also zoned as part of the Oak Manor North PUD while properties to the south are zoned part of the Oak Manor PUD. West of the Real Estate is zoned as the Grassy Branch Marketplace PUD while east of the Real Estate is the Flanner Buchanan Cemetery and Memorial Park, which is zoned AG-SF1.

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## **ZONING REQUEST**

### **History**

The Existing PUD Ordinance was approved at the February 14, 2005, Westfield-Washington Town Council meeting. This PUD Ordinance was written so that certain standards (including development, landscaping, and signage) that were in effect at the time of the PUD was filed and/or approved are applicable today.

The Existing PUD's underlying zoning district is the "GB-PD District of the Zoning Ordinance in force at the time of the filing of this Oak Manor North PUD". The Oak Manor North PUD was filed on December 8, 2004. Therefore, the applicable underlying zoning for the Existing PUD is the Westfield-Washington Township Zoning Ordinance that was adopted in November of 2003 (the "Existing Underlying Zoning District").

### **Necessity**

In order to provide a connection from the Real Estate's proposed parking lot to the adjacent AutoZone, a PUD Amendment is necessary. Planning Staff has requested that the Petitioner repeal the Existing PUD (specific to the Real Estate) and replace it with a new PUD Ordinance that will default to the UDO going forward. This way, as the Real Estate redevelops, it is no longer bound by standards that were in place in 2003.

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### **General Regulations**

- The PUD Amendment proposes modifying the West Lot Line's Front Yard Building Setback from sixty (60) feet to ten (10) feet.
  - o Post-subdivision, the Real Estate will have three (3) Front Yards – north (Private Street – Gunther Blvd.), west (Private Street - unnamed), and south (State Road 32).
  - o The Existing PUD did not set forth specific Front Yard Setbacks since the only Front Yard at the time of the Existing PUD's filing was State Road 32; all of the Private Streets on-site were internal. Because the Existing PUD's Front Yard standards default to the GB-PD Standards in place in 2003, the Front Yard Requirement is sixty (60) feet.

### State Highway 32 Overlay District:

- The Illustrative Character Exhibit (see **Exhibit 4**) shows elevations of the proposed Tire Discounters building. If a provision of Article 6.3 Architectural Standards or Article 5.3 State Highway 32 Overlay District is in conflict with the Illustrated Character Exhibit, the Illustrative Character Exhibit shall control.
  - o The Existing PUD states that specific Development Standards, Streetscape Standards, and Architectural Guideline standards for the Real Estate (within the Existing PUD Ordinance) shall replace and supersede those standards set forth in WC 16.040.050 Business Districts of the 2003 Zoning Ordinance, or the Subdivision Control Ordinance, and other provisions of the Zoning Ordinance.
- In order to provide connectivity to the existing AutoZone to the east, the Petitioner is proposing to modify the required Trail Corridor adjacent to the Real Estate from thirty (30) to twenty (20) feet. Because of the modification to the Trail Corridor width, the petitioner is seeking to modify the setback for their proposed Monument Sign from thirty (30) to twenty (20) feet as well.

Development Standards: As proposed in the PUD Amendment, the Real Estate's underlying zoning would be the GB: General Business District of the UDO as amended instead of the Existing Underlying Zoning District.

- Post-subdivision, the Real Estate will have a Private Street adjacent to the north lot line of the Real Estate. Therefore, the Petitioner is requesting that a trash receptacle be permitted in the Established Front Yard that is adjacent to this Private Street. The Petitioner is also requesting that this trash receptacle not be required to have a dumpster man-door, if it is utilized in conjunction with an Auto and Motorcycle Service Use on the Real Estate.
- The Petitioner is requesting that oversized service doors be permitted on External Facades of a Primary Structure when specifically utilized in conjunction with an Auto and Motorcycle Services Use that is substantially compliant with the Concept Plan and the Illustrated Character Exhibit.
  - o The UDO explicitly prohibits oversized service doors on External Facades. Oversized service doors are not defined in the UDO.
  - o Neither the Existing PUD nor Existing Underlying Zoning defines or makes any reference to 'oversized service doors'.
- The proposed PUD Amendment permits up to a maximum of four hundred and forty (440) square feet of signage on the Real Estate if installed in conjunction with an Auto and Motorcycle Service Use that is substantially compliant with the Concept Plan and Illustrative Character Exhibit. This signage may be divided between a maximum of three (3) Wall Signs and one (1) Monument Sign.
  - o The Existing PUD permits up to a maximum of four hundred and eighty-four (484) square feet of Wall Signage on the Real Estate. In addition to Wall Signage, the Existing PUD permits up to a maximum of one hundred and forty-four (144) additional square feet of signage for one (1) Monument Sign.

- o Because the streets west and north of the Real Estate are Private Streets, the Real Estate has only one façade fronting a public Right of Way. Because of this, the UDO would permit only 121 square feet of signage on the Real Estate. If the aforementioned Private Streets were Public Streets, the Real Estate would be permitted 309.33 square feet of signage, per the UDO.
- The Petitioner is requesting that an Individual Monument sign with manual changeable copy be permitted on the Real Estate if in conjunction with an Auto and Motorcycle Service Use that is substantially compliant with the Concept Plan and Illustrated Character Exhibit.
  - o The Existing PUD defines ‘Sign Ordinance’ as, “The Sign Ordinance of the Westfield/Washington Township in force on the date of the filing of this Oak Manor North PUD”.
  - o The Existing PUD states that ‘One ground sign shall be permitted for each free-standing building’. The Sign Ordinance of the Westfield/Washington Township that was in force on the date of the filing of the Oak Manor North PUD permitted changeable copy signage when incorporated into a permanent sign structure.
  - o The UDO does not permit individual Monument Signs for Outlots nor does it permit signs with manual changeable copy.
  - o In regards to size and materials, any Monument Sign on the Real Estate would still be required to follow the UDO.

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#### **MODIFICATIONS SINCE THE FEBRUARY 11, 2019 CITY COUNCIL INTRODUCTION**

At the City Council Introduction, the petitioner presented a site-specific Landscape Plan that provided more trees and shrubs than what was required on the Existing Landscape Plan (see **Exhibit 5**), but did not meet current UDO Landscaping Standards. The petitioner has since revised the Landscape Plan (see **Exhibit 6**) so that it meets existing UDO standards.

The petitioner has added language proposing a maximum aggregate signage on-site if installed in conjunction with an Auto and Motorcycle Service Use that is substantially compliant with the Concept Plan and Illustrative Character Exhibit. Additionally, the petitioner has proposed to modify the setback for signage from thirty (30) to twenty (20) feet, which is consistent with the proposed modification of the Trail Corridor. The petitioner has provided a Signage Exhibit (see **Exhibit 9**), but has not added the Signage Exhibit to the PUD Ordinance in the event of company rebranding.

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#### **COMPREHENSIVE PLAN**

The Real Estate is located in the ‘Local Commercial’ corridor of the Comprehensive Plan. The Local Commercial section of the Comprehensive Plan states that appropriate Land Uses include but are not limited to banks, beauty salons, drug stores, convenience stores, automobile service stations, video stores, dry cleaners, restaurants and supermarkets. Local businesses are intended

to provide goods and services used by nearby residents on a day-to-day basis as opposed to attracting customers or clients from a large geographic area.

Local examples include Westfield Commons, Westfield Marketplace, Grassy Branch Marketplace, Cary Shoppes, Springmill Commons and Bridgewater Marketplace.

Local commercial development is characterized by architecture having a residential or suburban feel, attractive signs, extensive landscaping, and ample off-street parking. Most local business is located in commercial centers, typically having at least one anchor business and several smaller businesses, some of which are Outlots.

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## **PROCEDURAL**

**Public Hearing:** Planned Unit Development (PUD) Districts are required to be considered at a public hearing by the Plan Commission. The public hearing for this petition occurred at the March 4, 2019, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

### **Statutory Considerations:**

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

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

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## **RECOMMENDATIONS / ACTIONS**

### **Plan Commission Recommendation**

At its March 4, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 7 in favor, 0 opposed) (see **Exhibit 10**)

### **City Council**

Introduction: February 11, 2019

Eligible for Adoption: March 11, 2019

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

# Ord. 19-04 Oak Manor North II PUD

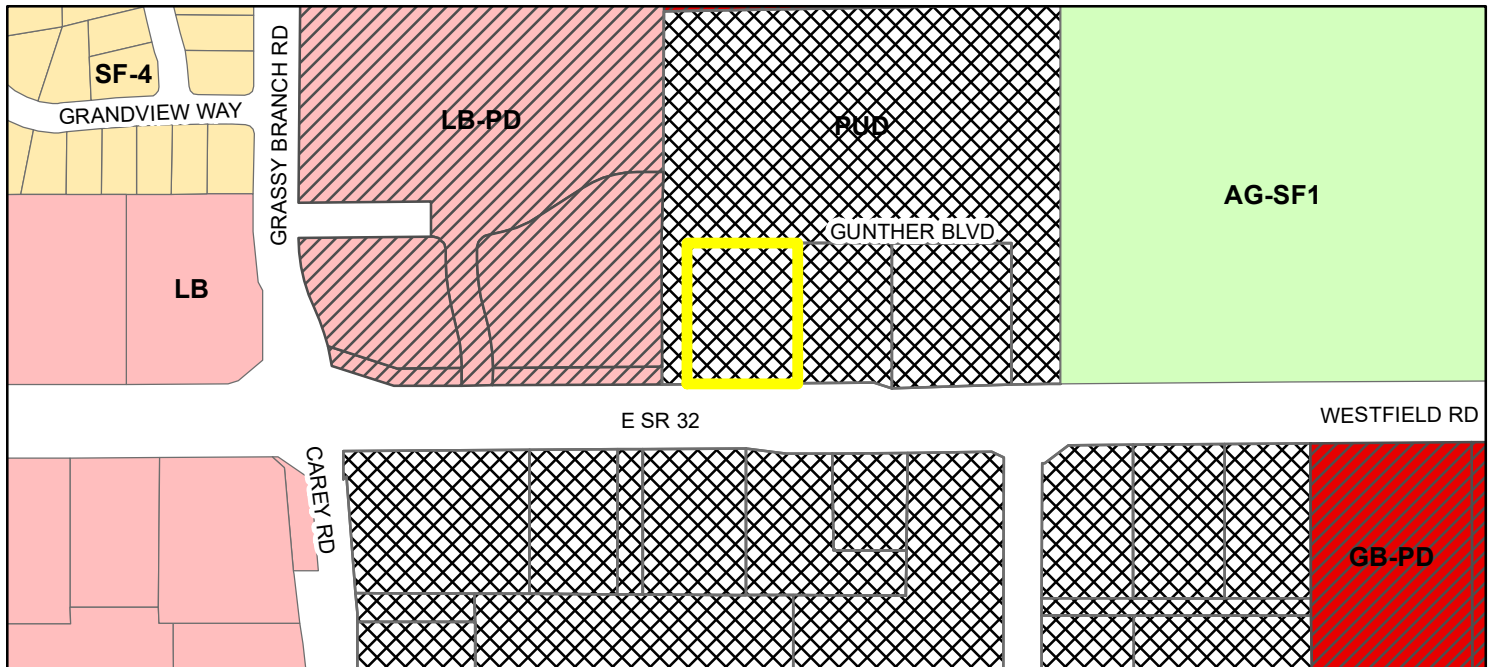
Not To Scale

## Aerial Location Map

 Site



## Zoning Map



### Zoning - All

#### Zoning

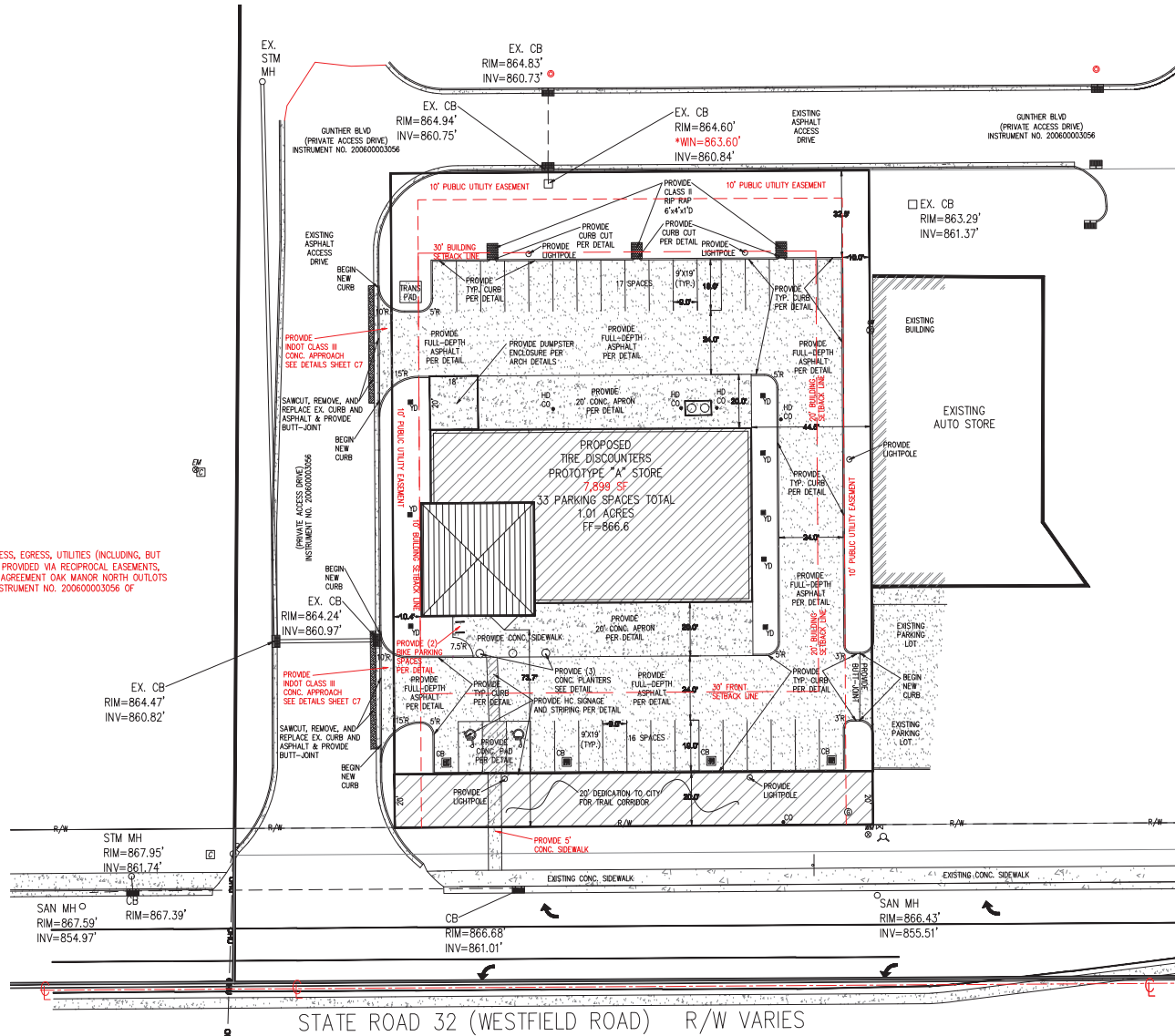
-  AG-SF1 (Agriculture - Single Family - 1)
-  GB-PD (General Business - Planned Development)
-  LB (Local Business)
-  LB-PD (Local Business - Planned Development)
-  PUD (Planned Unit Development)
-  SF-4 (Single Family - 4)





# EASEMENT NOTES:

EASEMENTS (BLANKET IN NATURE) FOR INGRESS, EGRESS, UTILITIES (INCLUDING, BUT NOT LIMITED TO, DRAINAGE AND DETENTION) PROVIDED VIA RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT OAK MANOR NORTH OUTLOTS & THE SHOPPING CENTER RECORDED AS INSTRUMENT NO. 200600003056 OF HAMILTON COUNTY, INDIANA RECORDS.



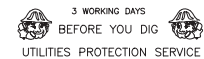
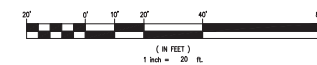
## GENERAL NOTES

- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS IN THE AREA OF PROPOSED WORK. IF CONDITIONS OTHER THAN THOSE SHOWN ON THE DRAWINGS ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
- THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ON THE PLAN FOR PLANNING PURPOSES ONLY AND HAVE BEEN OBTAINED BY FIELD CHECKS AND SEARCHES OF AVAILABLE RECORDS AND ARE BELIEVED TO BE CORRECT. HOWEVER, THE CONTRACTOR MUST VERIFY EXACT LOCATIONS BEFORE BEGINNING CONSTRUCTION. CONTACT THE UTILITIES PROTECTION SERVICE AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING STRUCTURES AND UTILITIES DURING OR RESULTING FROM CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING AND REPLACING ALL UTILITIES IGNORED TO COMPLETE AND UNDERGROUND UTILITIES. THIS PROJECT INCLUDING ALL OVERHEAD THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, INSPECTIONS, ETC. COORDINATION REQUIRED BY THE APPLICABLE UTILITY. THE CONTRACTOR SHALL MAKE ALL RESTORATION, REPLACEMENT, AND REPAIR IN ACCORD WITH THE APPLICABLE REQUIREMENTS OF THE UTILITY.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF INDIANA CONSTRUCTION AND MATERIAL SPECIFICATIONS.
- THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS, EARTH Dikes, TEMPORARY OR PERMANENT SEEDING, MULCHING AND/OR MULCH NETTING OR ANY OTHER GENERALLY ACCEPTED METHODS TO PREVENT EROSION, MUD AND DEBRIS FROM BEING DEPOSITED ON OTHER PROPERTY, ON NEWLY CONSTRUCTED OR EXISTING ROADS, OR INTO EXISTING SEWERS OR NEW SEWERS WITHIN THE WORK AREA. THE CONTRACTOR SHALL CONTINUALLY MONITOR THE CONSTRUCTION PROGRESS AND MAKE ANY NECESSARY TEMPORARY ADJUSTMENTS TO MAINTAIN THIS CONTROL.
- ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION AND ARE TO BE FINAL GRADE AND ARE TO REMAIN SO, SHALL RECEIVE VEGETATIVE STABILIZATION.
- FOLLOW WRITTEN DIMENSIONS ALWAYS. DO NOT SCALE.
- ADJUSTMENTS TO GRADE MAY BE ALLOWED TO PROVIDE A BALANCED SITE. NO ADJUSTMENT TO GRADE ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.
- ALL CONSTRUCTION SHALL BE PROVIDED IN ACCORD WITH CITY OF WESTFIELD AND INDOT DETAILS AND SPECIFICATIONS.
- SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS
- LIGHTING TO BE SHOWN ON BUILDING WITH ARCHITECTURAL PLANS
- ROOF DRAINS, FOUNDATION DRAINS AND OTHER STORM WATER CONNECTIONS TO SANITARY SEWER ARE PROHIBITED.

## LEGEND

CB - CATCH BASIN  
 YD - YARD DRAIN

## SITE PLAN



| NO. | DATE    | BY  | REVISIONS AND/OR ISSUES |
|-----|---------|-----|-------------------------|
| 1   | 2-12-18 | WDC | STAFF COMMENTS          |



**TD TireDiscounters - WESTFIELD, IN**  
 9440 E STATE ROAD 32  
 WESTFIELD, IN 46074

**LEESMAN ENGINEERING & ASSOC.**  
 ENGINEERS, ARCHITECTS, PLANNERS  
 5720 TOPIC HILL, CINCINNATI, OHIO 45248



## DRAWING TITLE

SITE PLAN

|            |          |
|------------|----------|
| PROJ. NO.  | DATE     |
| TD W-FIELD | 12/21/18 |
| DRAWN      | CHECKED  |
| WDC        | S.J.L.   |

## DRAWING NO.

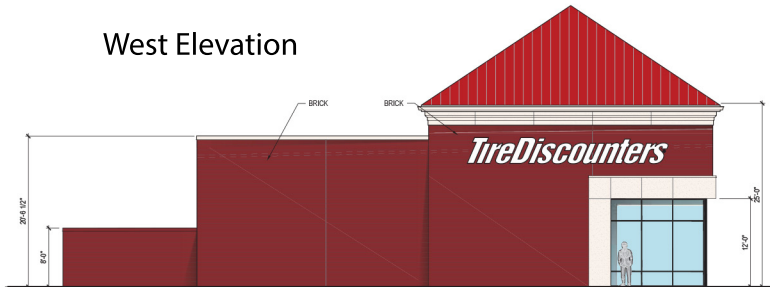
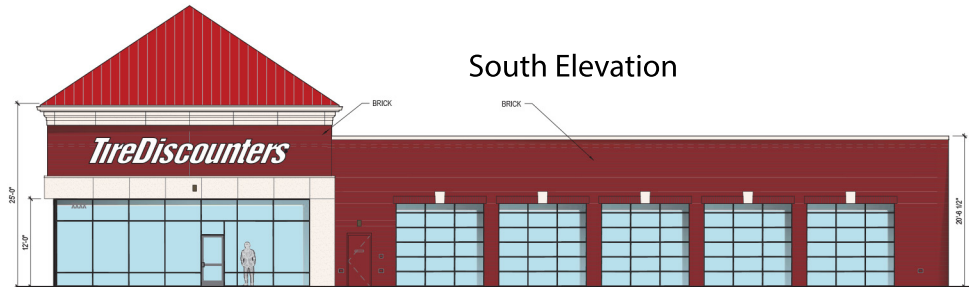
C2.1

# South Elevation

# West Elevation

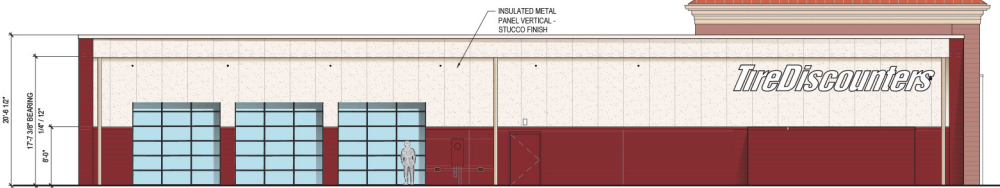
# East Elevation

# North Elevation



J1  
A-201  
Exterior Elevation  
SCALE: 1/8" = 1'-0"

J9  
A-201  
Exterior Elevation  
SCALE: 1/8" = 1'-0"



F1  
A-201  
Exterior Elevation  
SCALE: 1/8" = 1'-0"

F9  
A-201  
Exterior Elevation  
SCALE: 1/8" = 1'-0"







# SPECIFICATIONS

## GENERAL PLANTING NOTES

\*CONTRACTOR SHALL CONTACT ALL UTILITY COMANIES AND HAVE ALL LINES MARKED PRIOR TO COMMENCING WORK.  
\*PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, "AMERICAN STANDARD FOR NURSERY STOCK."  
\*FURNISH NURSERY-GROWN TREES AND SHRUBS COMPLYING WITH ANSI Z60.1, WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.  
\*PROVIDE TREES AND SHRUBS OF SIZES AND GRADES COMPLYING WITH ANSI Z60.1 FOR TYPE OF TREES AND SHRUBS REQUIRED. TREES AND SHRUBS OF A LARGER SIZE MAY BE USED, IF ACCEPTABLE TO LANDSCAPE ARCHITECT, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.  
\*IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.  
\*LABEL AT LEAST ONE TREE AND ONE SHRUB OF EACH VARIETY AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAME.  
\*LANDSCAPE ARCHITECT MAY OBSERVE TREES AND SHRUBS EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.  
\*TOPSOIL SHALL BE ASTM D 5285, pH RANGE OF 5.5 TO 7, A MINIMUM OF 4 PERCENT ORGANIC MATERIAL CONTENT, FREE OF STONES 1/2" INCH OR LARGER IN ANY DIMENSION AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.  
\*COMPOST SHALL BE WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8, MOISTURE CONTENT TO 55 PERCENT BY WEIGHT, 100 PERCENT PASSING THROUGH ONE INCH SIEVE, SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS.  
\*FERTILIZER TO BE SLOW-RELEASE, GRANULAR OR PELLETED CONSISTING OF 50 PERCENT WATER-INSOLUBLE NITROGEN, PHOSPHORUS, AND POTASSIUM IN AMOUNTS RECOMMENDED FOR TYPE OF PLANT BEING GROWN.

PREPARATION AND PLANTING  
\*LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK. IF A PLANT IS SHOWN ON THE PLAN WITHIN THREE FEET OF AN UNDERGROUND UTILITY, NOTIFY LANDSCAPE ARCHITECT FOR ADJUSTMENT INSTRUCTIONS.  
\*PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES, AND LAWNS AND EXISTING EXTERIOR PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.  
\*PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.  
\*LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND AREAS FOR MULTIPLE EXTERIOR PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF LAYOUT BEFORE PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED.  
\*TREES SHALL BE SITED IN FIELD BY LANDSCAPE ARCHITECT WHERE NOTED ON PLANS.

\*ALL PLANTING BEDS ARE TO BE PREPARED AS FOLLOWS :  
- LOOSEN SUBGRADE TO A DEPTH OF 4 - 6" . REMOVE STONES LARGER THAN 1" IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.  
- SPREAD COMPOST AT A DEPTH OF 4 - 6" AND TILL WITH LOOSENED SUBGRADE, MIXING THOROUGHLY.  
- GRADE PLANTING BEDS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.  
- EDGE BEDS 3 - 4" DEEP (SEE DETAIL).  
ADDITIONAL PREPERATION FOR PERENNIAL BEDS:  
PROVIDE A TOTAL OF 6" OF COMPOST AND 6" UNSHREDDED TOPSOIL, THOROUGHLY BLEND MIXTURE, DO NOT COMPACT. MULCH WITH MINI PINE NUGGETS, 100% COVERAGE. LANDSCAPE ARCHITECT TO OBSERVE AND APPROVE.

\*ALL PLANTS ARE TO BE INSTALLED WITH ORGANIC BIO-TONE STARTER (A MYCORRHIZAL FUNGI STIMULANT).

\*AND TRICHODERMA ABSORBENT GEL, PER MANUFACTURERS' SPECIFICATIONS ON INSTALLATION MEANS AND METHODS AND APPLICATION RATES.

\*NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS SHOW EVIDENCE OF UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PITS.  
\*NOTIFY LANDSCAPE ARCHITECT IF A LIGHT FIXTURE OR OTHER UTILITY HAS BEEN BUILT WITHIN 10' OF PROPOSED TREE.  
\*ALL PLANTS ARE TO BE FERTILIZED WITH A SLOW-RELEASE FERTILIZER PER MANUFACTURER'S WRITTEN INSTRUCTIONS.  
\*REFER TO TYPICAL PLANTING DETAILS FOR PLANT INSTALLATION.  
\*IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD.  
\*ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS ARE TO BE MULCHED AT A DEPTH OF 2 - 3". APPLY PRE-EMERGENT HERBICIDE BEFORE MULCHING PER MANUFACTURER'S WRITTEN INSTRUCTIONS.  
\*FOR ALL PLANT MATERIALS, PRUNE TO REMOVE DEAD OR INJURED BRANCHES ONLY, UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT.  
\*IT IS THE CONTRACTOR'S RESPONSIBILITY TO:  
- KEEP ADJACENT PAVINGS AND CONSTRUCTION CLEAN, AND MAINTAIN WORK AREA IN AN ORDERLY CONDITION, FOR DURATION OF PROJECT.  
- PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED EXTERIOR PLANTING.  
- REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF OFF OWNER'S PROPERTY.  
\*CONTRACTOR SHALL PROVIDE OWNER WITH A WRITTEN WARRANTY FOR LABOR AND MATERIALS.  
\*CONTRACTOR SHALL WARRANT EXTERIOR PLANTS AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT OR ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.  
\*WARRANTY SHALL INCLUDE SPECIFIC WARRANTY PERIODS FOR TREES AND SHRUBS, SEED INSTALLATION, GROUND COVERS, AND OTHER EXTERIOR PLANTS.  
\*SERVICES PROVIDED BY WARRANTY SHALL INCLUDE :  
- MAINTAINING UPRIGHT POSITION OF EXTERIOR PLANTINGS DURING WARRANTY PERIOD.  
- IMMEDIATE REMOVAL OF DEAD EXTERIOR PLANTS AND IMMEDIATE REPLACEMENT, UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.  
- REPLACEMENT OF EXTERIOR PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.

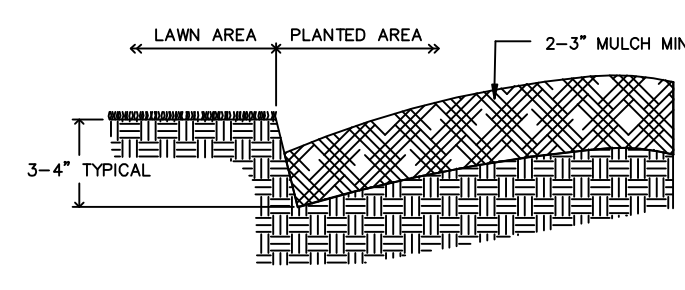
\*WARRANTY SHALL BE LIMITED TO ONE REPLACEMENT OF EACH EXTERIOR PLANT, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE OF CONTRACTOR TO COMPLY WITH REQUIREMENTS.  
\*PERFORM A SOIL TEST FOR SEED NEEDS, AND FERTILIZE AS REQUIRED FOR SUCCESSFUL GERMINATION.  
\*TILL AREA TO BE SEED TO A DEPTH OF 4". RAKE TILLED AREA TO REMOVE DEBRIS 1" OR LARGER IN SIZE THAT HAS BEEN BROUGHT TO THE SURFACE DURING TILLING.  
\*SEED WITH APPROPRIATE MIXTURE AT THE MANUFACTURER'S WRITTEN RECOMMENDED RATE.  
\*RAKE SEED LIGHTLY INTO TOP OF TOPSOIL, ROLL LIGHTLY, AND WATER WITH PINE SPRAY.  
\*PROTECT SEEDED AREAS WITH SLOPES EXCEEDING 1:6 WITH EROSION-CONTROL FIBER MESH INSTALLED AND STAPLED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.  
\*PROTECT ALL OTHER SEEDED AREAS BY SPREADING STRAW MULCH AT A UNIFORM RATE OF 2 TONS PER ACRE TO FORM A CONTINUOUS BLANKET 1-1/2" IN LOOSE DEPTH OVER.  
\*SEED INSPECTION SHALL BE PERFORMED TO WARRANT A 9090 GERMINATION, YIELDING 8090 OPACITY WITHIN 90 DAYS OR INSTALLATION.  
\*SEED ONLY AS THE WEATHERING AND TEMPERATURE ALLOWS FOR SUCCESS.

MULCH TO BE FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, GRADE A MATERIALS 100 PERCENT OPACITY. LONG LASTING DYED BLACK MULCH DOUBLE SHREDDED

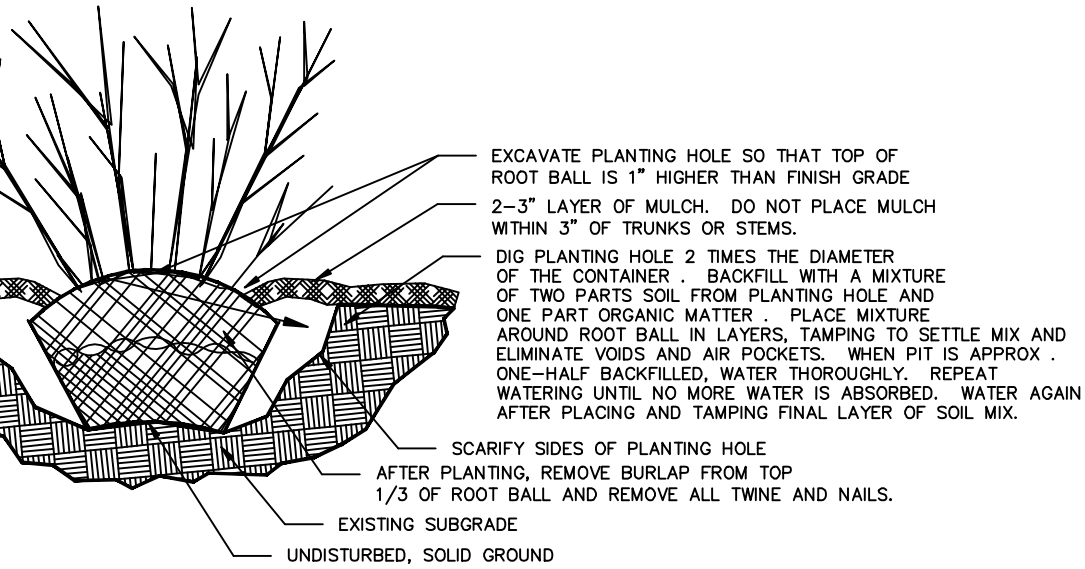
PROVIDE CLIENT WITH QNT MULCH PROVIDED CUBIC YARDS

PROVIDE CLIENT WITH QNT OF COMPOST PROVIDED CUBIC YARDS

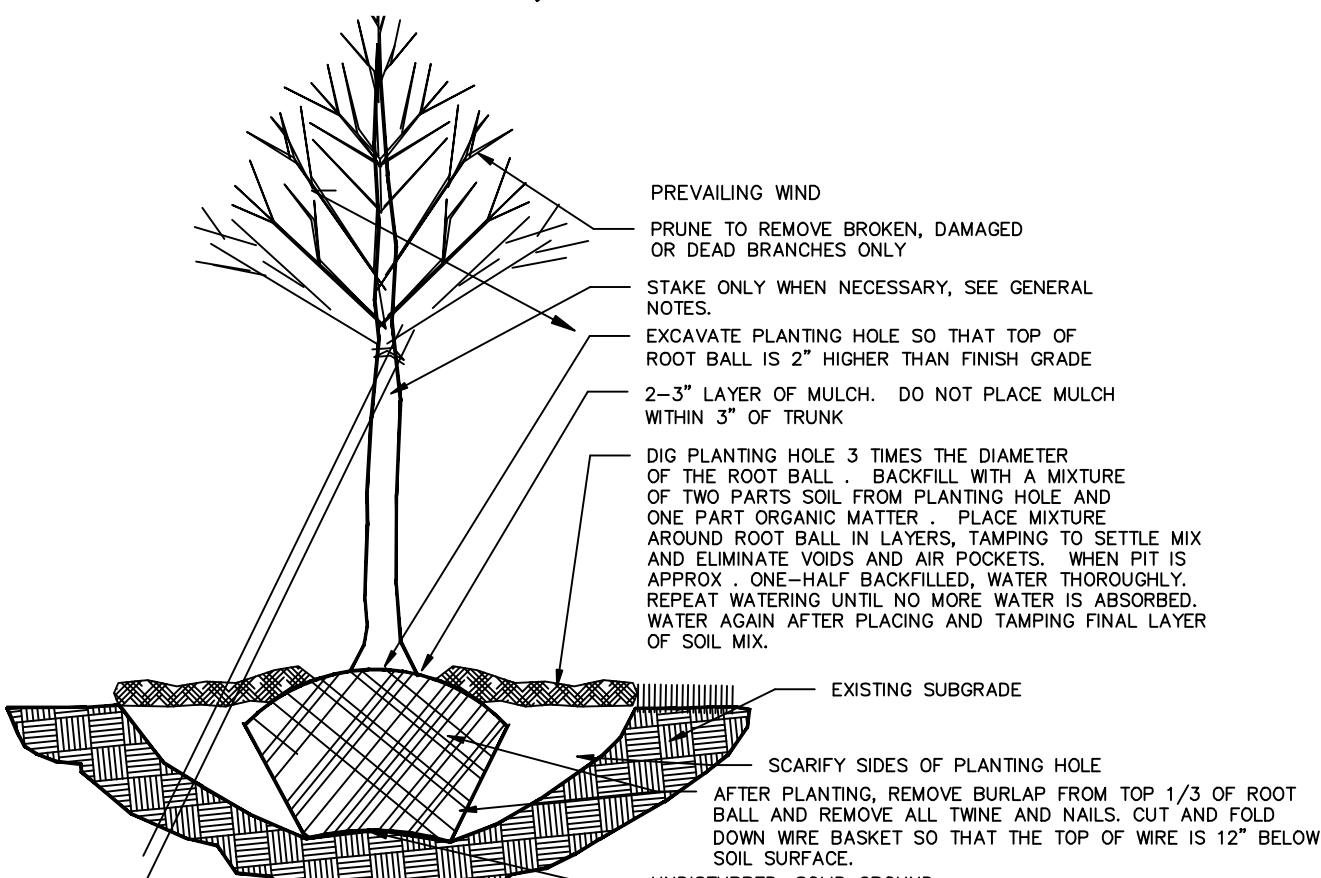
PROVIDE CLIENT WITH QUANTITY OF TOPSOIL PROVIDE CUBIC YARDS



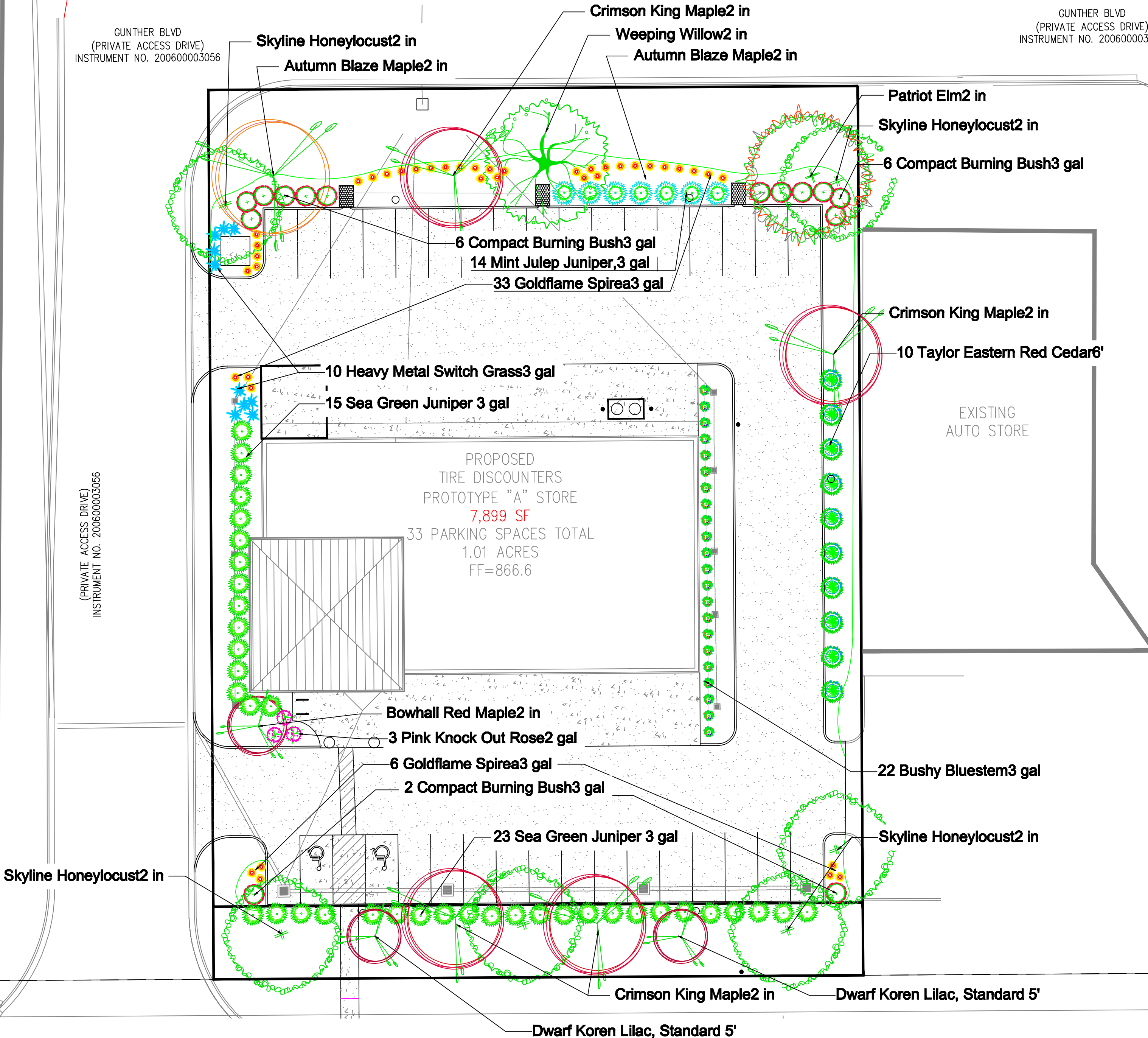
PLANTING DETAIL : BED EDGE  
NOT TO SCALE



PLANTING DETAIL : BALLED AND BURLAPPED SHRUB  
NOT TO SCALE



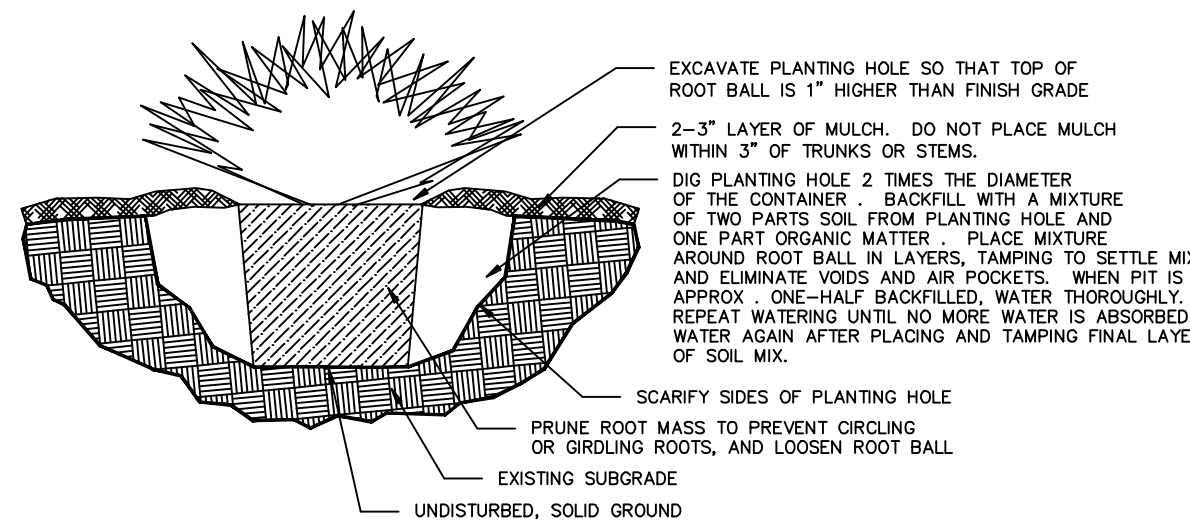
PLANTING DETAIL : BALLED AND BURLAPPED TREE  
NOT TO SCALE



| PLANT KEY |       |                                        | 12.29.18                 |
|-----------|-------|----------------------------------------|--------------------------|
| QNT       | SIZE  | LATIN                                  | COMMON                   |
| 3         | 2 in  | Acer platanoides 'Crimson King'        | Crimson King Maple       |
| 2         | 2 in  | Acer rubrum 'Autumn Blaze'             | Autumn Blaze Maple       |
| 4         | 2 in  | Gleditsia triacanthos inermis 'Skylin' | Skyline Honeylocust      |
| 1         | 2 in  | Salix alba 'Niobe' or 'Tristis'        | Weeping Willow           |
| 1         | 2 in  | Ulmus carpinifolia 'Patriot'           | Patriot Elm              |
| 14        |       | PARKING PERIMETER TREES REQUIRED       |                          |
| 14        |       | PARKING PERIMETER TREES PROPOSED       |                          |
| 2         | 5'    | Syringa meyeri 'Palibin                | Dwarf Koren Lilac        |
| 14        | 3 gal | Euonymus alatus 'Compactus'            | Compact Burning Bush     |
| 47        | 3 gal | Spiraea x bumalda 'Goldflame'          | Goldflame Spirea         |
| 14        | 3 gal | Juniperus chinensis 'Mint Julep'       | Mint Julep Juniper       |
| 5         | 3 gal | Panicum virgatum 'Heavy Metal'         | Heavy Metal Switch Grass |
|           |       | PARKING PERIMETER SHRUBS REQUIRED      |                          |
| 80        |       | PARKING PERIMETER SHRUBS PROPOSED      |                          |

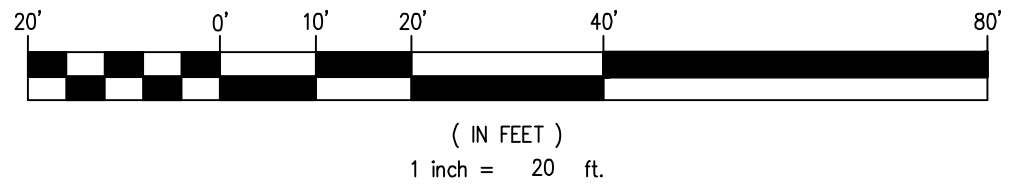
|    |       |                                 |                          |
|----|-------|---------------------------------|--------------------------|
| 1  | 2 in  | Acer rubrum "Bowhall"           | Bowhall Red Maple        |
| 3  | 3 gal | Spiraea x bumalda 'Goldflame'   | Goldflame Spirea         |
| 3  | 2 gal | Rosa 'Pink Knock Out'           | Pink Knock Out Rose      |
| 15 | 3 gal | Juniperus chinensis 'Sea Green' | Sea Green Juniper        |
| 5  | 3 gal | Panicum virgatum 'Heavy Metal'  | Heavy Metal Switch Grass |
| 22 | 3 gal | Andropogon glomeratus           | Bushy Bluestem           |
|    |       | BUILDING LANDSCAPING            |                          |
| 10 | 6'    | Juniperus virginiana 'Taylor'   | Taylor Eastern Red Cedar |
|    |       | EAST BUFFER LANDSCAPING         |                          |

PLAN BY  
Gayle A. Frazer  
Registered Landscape Architect  
7377 BRIDGEPOINT PASS CINCINNATI, OHIO 45248  
513-607-8096 GAF1LA@FUSE.NET



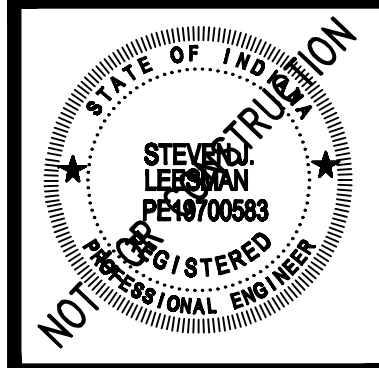
PLANTING DETAIL : CONTAINERIZED PLANTS  
NOT TO SCALE

## LANDSCAPING PLAN



3 WORKING DAYS  
BEFORE YOU DIG  
UTILITIES PROTECTION SERVICE

| NO.     | DESCRIPTION    | REVISIONS | AND/OR ISSUES |
|---------|----------------|-----------|---------------|
| 1       | STAFF COMMENTS |           |               |
| 2-12-19 | DATE           |           |               |



**TireDiscounters - WESTFIELD, IN**  
3540 E STATE ROAD 32  
WESTFIELD, IN 46074  
**LEESMAN ENGINEERING & ASSOC.**  
ENGINEERING, SURVEYING, PLANNING  
2720 TOPIC HILLS, CINCINNATI, OHIO 45248

**SJL engineers**

## DRAWING TITLE

## LANDSCAPING PLAN

|            |          |
|------------|----------|
| PROJ. NO.  | DATE     |
| TD W-FIELD | 12/29/18 |
| DRAWN      | CHECKED  |
| GAF        | SJL      |

## DRAWING NO.

L1



**ORDINANCE NUMBER 19-04**

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

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

**WHEREAS**, the Westfield-Washington Township Plan Commission ("Commission") considered a petition (**Petition No. 1903-PUD-04**) filed with the Commission requesting an amendment to Ordinance 05-04, the Oak Manor North PUD, enacted by the Town Council on February 14, 2005, recorded as Instrument No. 200500013557 in the Office of the Recorder of Hamilton County, Indiana (the "Original PUD Ordinance"), specific to the real estate more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Real Estate"); and

**WHEREAS**, the Commission forwarded **Petition No. 1903-PUD-04** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **favorable** recommendation ( **7** in favor **0** against) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505; and

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on March 5, 2019; and

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

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

**Section 1.**     **Applicability of Ordinance.**

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

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

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

**Section 4.**     **Underlying Zoning District.** The Underlying Zoning District (the “Underlying Zoning District”) shall be GB: General Business.

**Section 5.**     **Permitted Land Uses.** All uses permitted in the Underlying Zoning District shall be permitted on the Real Estate except as otherwise set forth below.

5.1 Prohibited Uses: The following uses shall be explicitly prohibited:

- Heliport
- Special Exception Uses

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

6.1 Minimum Building Setback Lines:

- Front Yard, West: 10 feet if the Principal Building is utilized in conjunction with an Auto and Motorcycle Services Use that is substantially compliant with the Concept Plan.

**Section 7.** **State Highway 32 Overlay District.** The regulations of Article 5.3 Overlay Districts; State Highway 32 Overlay District (the “SR 32 Overlay”) shall apply to the development of the Real Estate except as otherwise modified below.

7.1 Character Exhibit: If a provision of Article 6.3 Architectural Standards or Article 5.3 State Highway 32 Overlay District, as modified by the Oak Manor North II PUD Ordinance is in conflict with the Illustrated Character Exhibit (the “Illustrated Character Exhibit”) (See **Exhibit C**), then the Illustrative Character Exhibit shall control.

7.2 Article 5.3(G)(2) Setback Requirements, Signage: Signs shall be located a minimum of twenty (20) feet from the State Highway 32 right-of-way line.

7.3 Article 5.3(L) Trail Corridor Requirement: The Trail Corridor immediately adjacent to the Real Estate shall be a minimum of twenty (20) feet in width.

The Westfield Public Works Department, at the direction of its Director, shall be permitted to replace, remove, or rearrange any required trees and/or plantings within the Trail Corridor immediately abutting the Real Estate.

**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 Chapter 6.1(H)(2) Screening of Receptacles and Loading Areas, Placement: A trash receptacle shall be permitted in the Established Front Yard that abuts the Street adjacent to the north Lot Line of the Real Estate.

- 8.2 Chapter 6.1(H)(6) Screening of Receptacles and Loading Areas, Man Doors: Dumpster Man-Doors shall not be required on a trash receptacle if utilized in conjunction with an Auto and Motorcycle Service Use on the Real Estate.
- 8.2 Chapter 6.3(F)(2)(c)(ii) Business Districts, General Standards: Oversized service doors shall be permitted on External Façades of a Primary Structure when utilized in conjunction with an Auto and Motorcycle Services Use that is substantially compliant with the Concept Plan as well as the Illustrated Character Exhibit.
- 8.3 Chapter 6.17 Sign Standards: Shall apply, except as otherwise modified below:
- A. A maximum of Four Hundred and Forty (440) square feet of signage may be used on the Real Estate if installed in conjunction with an Auto and Motorcycle Service Use that is substantially compliant with the Concept Plan and Illustrated Character Exhibit.
    - 1. This allotted signage may be divided between a maximum of three (3) Wall Signs and one (1) Monument Sign.
    - 2. This allotted signage shall not count towards any Temporary Signs that are permitted on the Real Estate.
  - B. An Individual Monument Sign with manual changeable copy may be placed on the Real Estate in conjunction with an Auto and Motorcycle Service Use that is substantially compliant with the Concept Plan and Illustrated Character Exhibit.
    - 1. Manual changeable copy signage shall be maintained in a presentable condition at all times, including replacement of defective or missing parts and/or letters, cleaning, and other acts required for maintenance of said signage.

**Section 9.** **Infrastructure Standards.** The Real Estate's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards unless otherwise approved by the Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of development on the Real Estate.

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

WESTFIELD CITY COUNCIL

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 19-04 was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-04**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-04**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

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

This document prepared by:  
Daine Crabtree, City of Westfield, 2728 E. 171<sup>st</sup> Street, Westfield, IN 46074

## **SCHEDULE OF EXHIBITS**

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



## **EXHIBIT A**

Part of the Southwest Quarter of Section 32, Township 19 North, Range 4 East, in Washington Township, Hamilton County, Indiana, and also being part of the property recorded in Instrument #2004-6559 as recorded in the Hamilton County Indiana courthouse, more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence on an assumed bearing of North 89 degrees 14 minutes 34 seconds East along the South line thereof a distance of 662.75 feet to a point being the Southwest corner of the East Half of the West Half of said Southwest Quarter; thence North 00 degrees 02 minutes 39 seconds West along the west line 57.56 feet to the north right of way for State Road 32; thence along said right of way North 89 degrees 13 minutes 46 seconds East 59.87 feet to a set iron pin with cap #21600010, thence leaving said right of way North 0 degrees 45 minutes 26 seconds East 20.00 feet to a set iron pin with cap #21600010 and also the POINT OF BEGINNING;

Thence along the new division line the following 2 courses;

- (1) North 00 degrees 45 minutes 26 seconds West 224.81 feet to a set Mag nail;
- (2) North 89 degrees 14 minutes 34 seconds East 178.85 feet to a set iron pin with cap #21600010 being the northwest corner of the Flynn & Zinkan & Barker Holdings, LLC, an Indiana limited liability company, recorded July 24, 2007 as Instrument No. 2007041573 tract;

Thence along the common property line of the Flynn & Zinkan & Barker Holdings, LLC, an Indiana limited liability company, recorded July 24, 2007 as Instrument No. 2007041573, South 00 degrees 45 minutes 26 seconds East 224.77 feet to a set iron pin with cap #21600010 and the north right of way line;

Thence along said north right of way of State Road 32, South 89 degrees 13 minutes 46 seconds West 178.85 feet to the POINT OF BEGINNING,

Said parcel of land containing 0.923 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements containing in any instrument of record pertaining to the above described tract of land. This description was prepared from a field survey performed by Steven J. Leesman Indiana License #21600010 on December 7, 2018 with bearings based upon legal description Instrument #2004-6559 as recorded in the Hamilton County Indiana courthouse. All pins set are 5/8" x 3/6" with cap S.J. Leesman with cap #21600010.

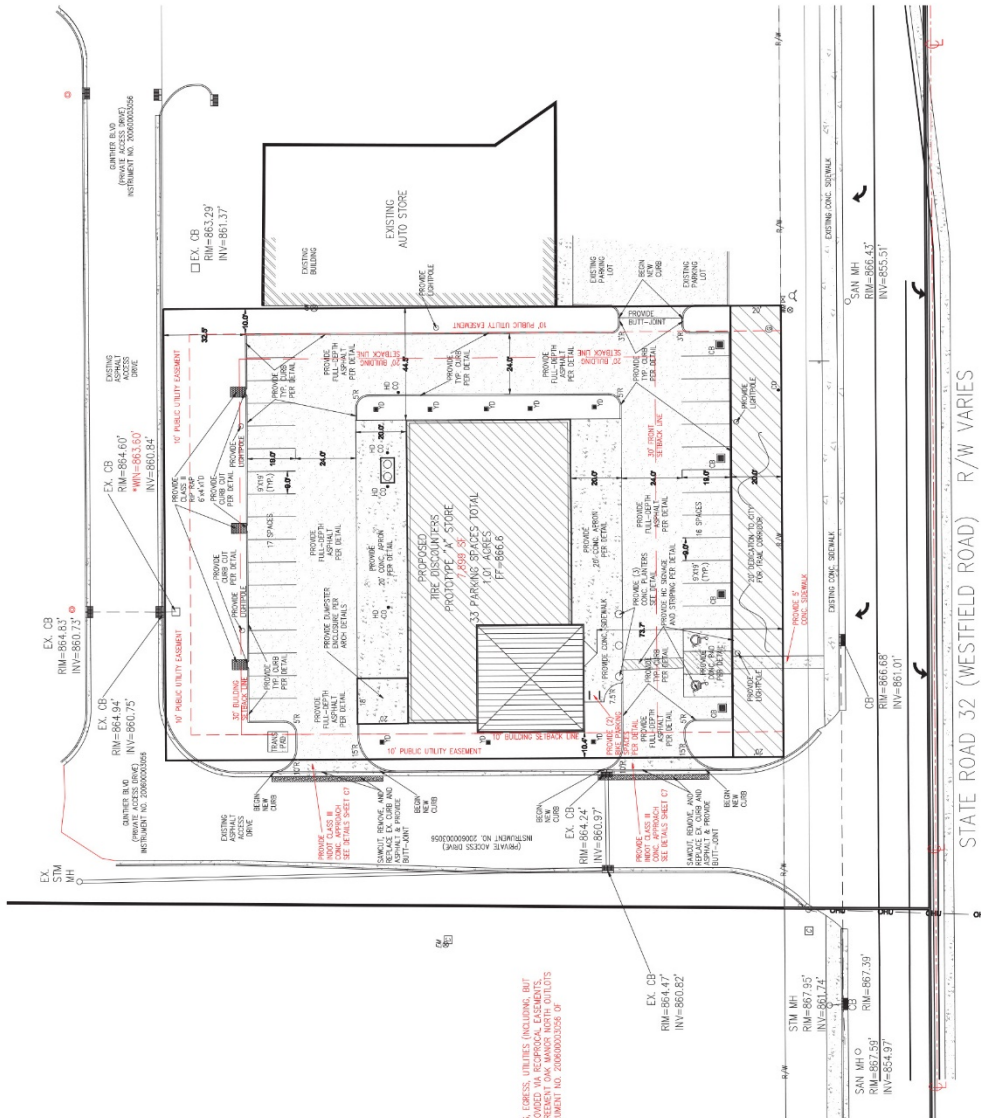
# EXHIBIT B

## CONCEPT PLAN

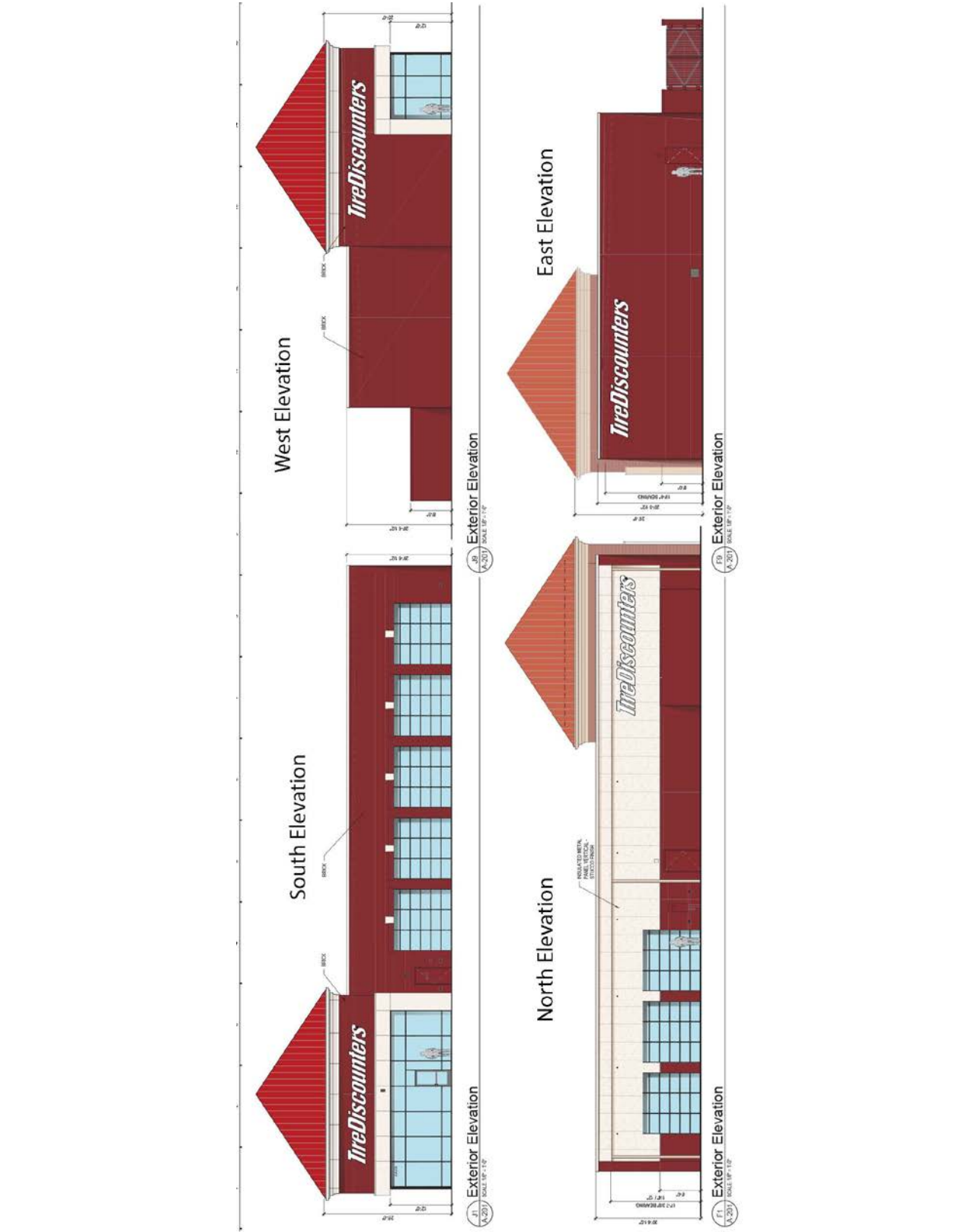
### GENERAL NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS IN THE AREA OF PROPOSED WORK. IF DISCREPANCIES ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
2. THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR MUST VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 10' CLEARANCE FROM ALL UTILITIES DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES RESULTING FROM CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REPLACING ALL UTILITIES DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 10' CLEARANCE FROM ALL UTILITIES DURING CONSTRUCTION.
4. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INDIANA CONSTRUCTION AND MATERIAL SPECIFICATIONS.
5. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS, EARTH DAMS, TEMPORARY OR PERMANENT EROSION CONTROL MEASURES, AND ANY OTHER GENERALLY ACCEPTED METHODS TO PREVENT EROSION AND SEDIMENTATION FROM DEPOSITING ON OTHER PROPERTY, ON NEWLY CONSTRUCTED OR EXISTING ROADS, OR INTO EXISTING SEWERS OR NEW CONSTRUCTION. THE CONTRACTOR SHALL CONTINUALLY MONITOR THE CONSTRUCTION PROGRESS AND MAKE NECESSARY TEMPORARY ADJUSTMENTS TO MAINTAIN THIS CONTROL.
6. ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION SHALL RECEIVE VEGETATIVE STABILIZATION.
7. FOLLOW WRITTEN DIMENSIONS ALWAYS. DO NOT SCALE.
8. ADJUSTMENTS TO GRADE MAY BE ALLOWED TO PROVIDE A BALANCED SITE. NO ADJUSTMENT TO GRADE ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.
9. ALL CONSTRUCTION SHALL BE IN ACCORD WITH CITY OF WESTFIELD AND INDOT DETAILS AND SPECIFICATIONS.
10. SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS.
11. ALL UTILITIES TO BE SHOWN ON BUILDING WITH ARCHITECTURAL PLANS.
12. ROOF DRAINS, FOUNDATION DRAINS AND OTHER STORM WATER CONNECTIONS TO SANITARY SEWER ARE PROHIBITED.

LEGEND  
 CB - CATCH BASIN  
 VD - VAND DRAIN



**EXHIBIT C**  
**ILLUSTRATIVE CHARACTER EXHIBIT**







*TireDiscounters*

7976











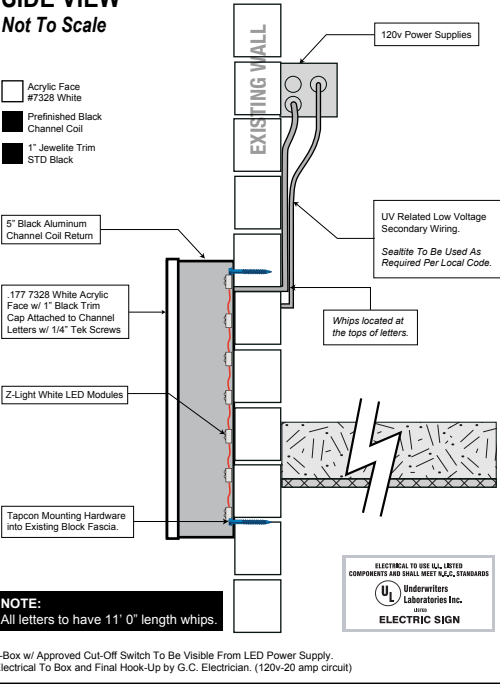
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32'-2"

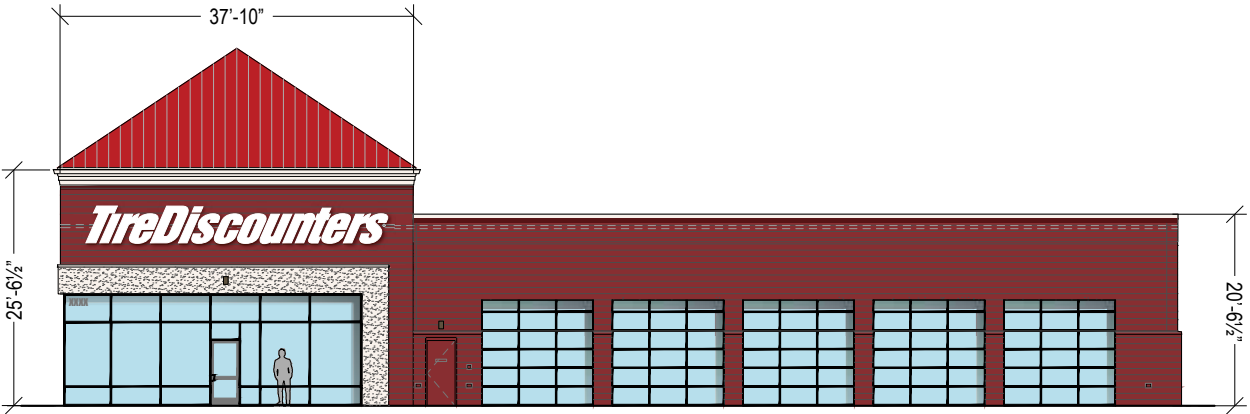
TireDiscounters®

ELECTRICAL WHIPS TO BE LOCATED AT THE TOP OF LETTERS AS SHOWN

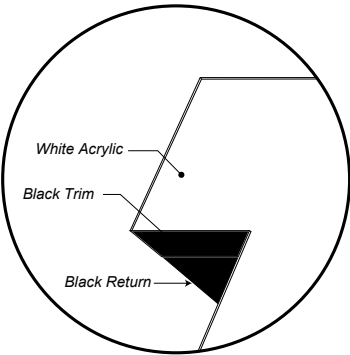
SIDE VIEW  
Not To Scale



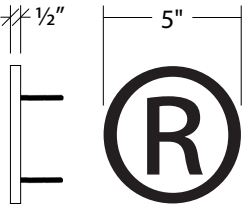
SOUTH ELEVATION  
Facing Westfield Rd.



- 2012 OBC TO GOVERN CONSTRUCTION
- A-36 STEEL / PRIMED A-325 BOLTS
- WEEP HOLES AS NEEDED
- SIGN ELECTRICAL DISCONNECT TO COMPLY WITH NEC 600-6
- SIGN GROUNDING PER NEC 600-7
- WIRING/FIXTURES SUITABLE FOR DAMP CONDITIONS



White Acrylic Faces  
w/ White Trim & Black Returns



Registered Logo:  
1/2" White PVC w/ Black Vinyl Mounted to Existing Fascia w/ 3/16" Aluminum or Stainless Studs.



128.7 SQ FT Proposed

**TRIUMPH**  
signs & consulting, inc.

480 Milford Parkway • Milford, OH 45150  
phone 513-576-8090 • fax 513-576-8095  
visit us at [www.triumphsigns.com](http://www.triumphsigns.com)

START DATE: 1-10-19 SCALE: \_\_\_\_\_

DESIGNED BY: TW MANAGED BY: JW

\_\_\_\_\_

| REVISION DATES: |         |    |       |
|-----------------|---------|----|-------|
| 1.              | 2-14-19 | 4. | _____ |
| 2.              | 2-22-19 | 5. | _____ |
| 3.              | _____   | 6. | _____ |

**\*\*FOR PERMITTING\*\***

COMPANY NAME: TIRE DISCOUNTERS

ADDRESS: Westfield Road, Westfield, IN 46074

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



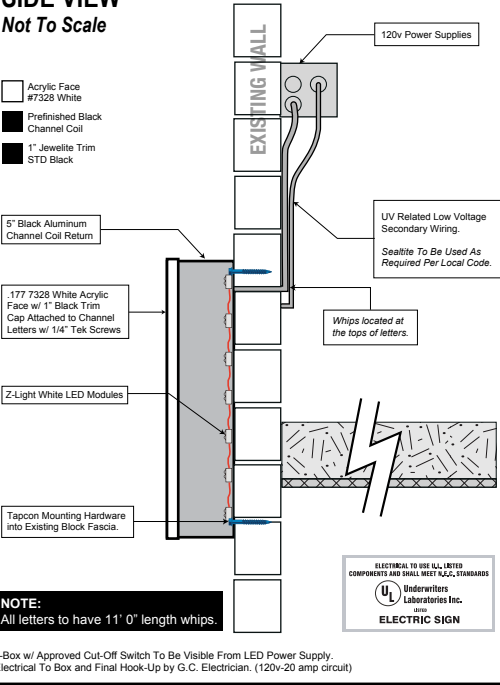
SCALE: 3/8"=1'

32'-2"

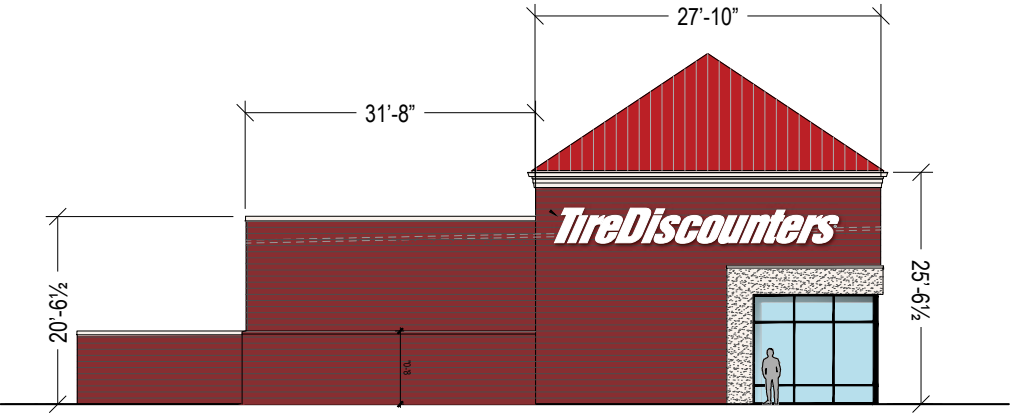
TireDiscounters®

ELECTRICAL WHIPS TO BE LOCATED AT THE TOP OF LETTERS AS SHOWN

SIDE VIEW  
Not To Scale

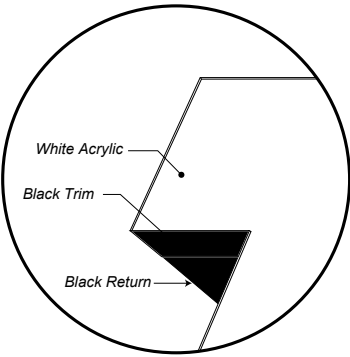


WEST ELEVATION  
Facing Access Road

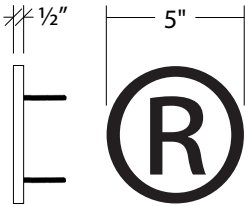


- 2012 OBC TO GOVERN CONSTRUCTION
- A-36 STEEL / PRIMED A-325 BOLTS
- WEEP HOLES AS NEEDED

- SIGN ELECTRICAL DISCONNECT TO COMPLY WITH NEC 600-6
- SIGN GROUNDING PER NEC 600-7
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White Acrylic Faces  
w/ White Trim & Black Returns



Registered Logo:  
1/2" White PVC w/ Black Vinyl Mounted to Existing Fascia w/ 3/16" Aluminum or Stainless Studs.



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START DATE: 1-10-19 SCALE: \_\_\_\_\_

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\_\_\_\_\_

| REVISION DATES: |         |    |       |
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| 1.              | 2-14-19 | 4. | _____ |
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| 3.              | _____   | 6. | _____ |

**\*\*FOR PERMITTING\*\***

COMPANY NAME: TIRE DISCOUNTERS

ADDRESS: Westfield Road, Westfield, IN 46074

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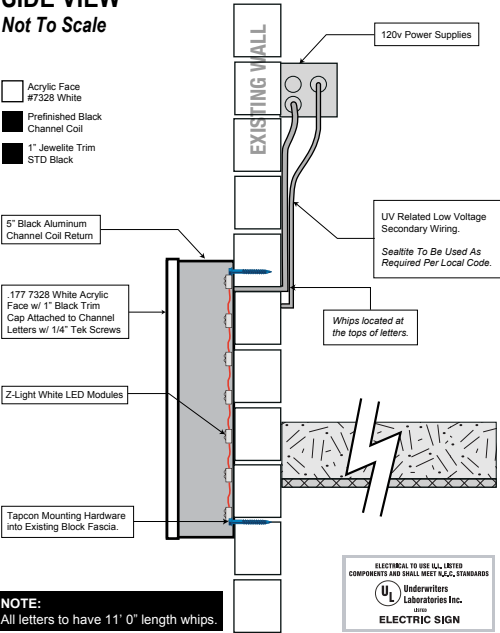
SCALE: 3/8"=1'

32'-2"

TireDiscounters®

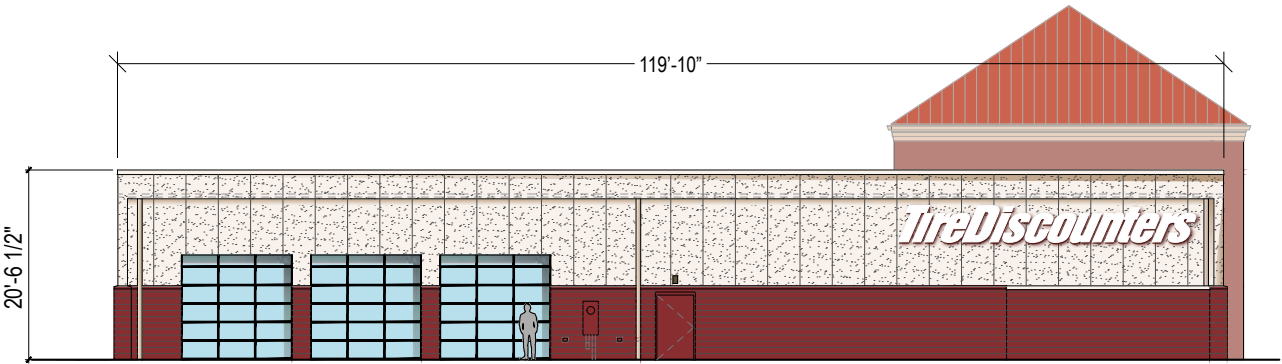
ELECTRICAL WHIPS TO BE LOCATED AT THE TOP OF LETTERS AS SHOWN

SIDE VIEW  
Not To Scale



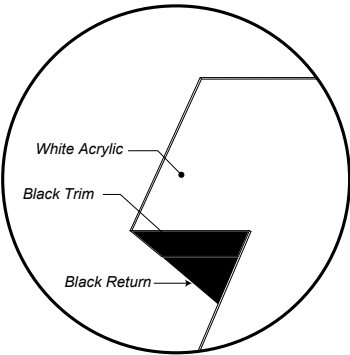
NORTH ELEVATION

Facing Gunther Blvd

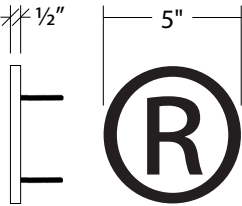


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- SIGN GROUNDING PER NEC 600-7
- WIRING/FIXTURES SUITABLE FOR DAMP CONDITIONS



White Acrylic Faces  
w/ White Trim & Black Returns



1/2" White PVC w/ Black Vinyl Mounted to Existing Fascia w/ 3/16" Aluminum or Stainless Studs.

START DATE: 1-10-19 SCALE: \_\_\_\_\_

DESIGNED BY: TW MANAGED BY: JW

| REVISION DATES: |         |    |       |
|-----------------|---------|----|-------|
| 1.              | 2-14-19 | 4. | _____ |
| 2.              | _____   | 5. | _____ |
| 3.              | _____   | 6. | _____ |

**\*\*FOR PERMITTING\*\***

COMPANY NAME: TIRE DISCOUNTERS

ADDRESS: Westfield Road, Westfield, IN 46074

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

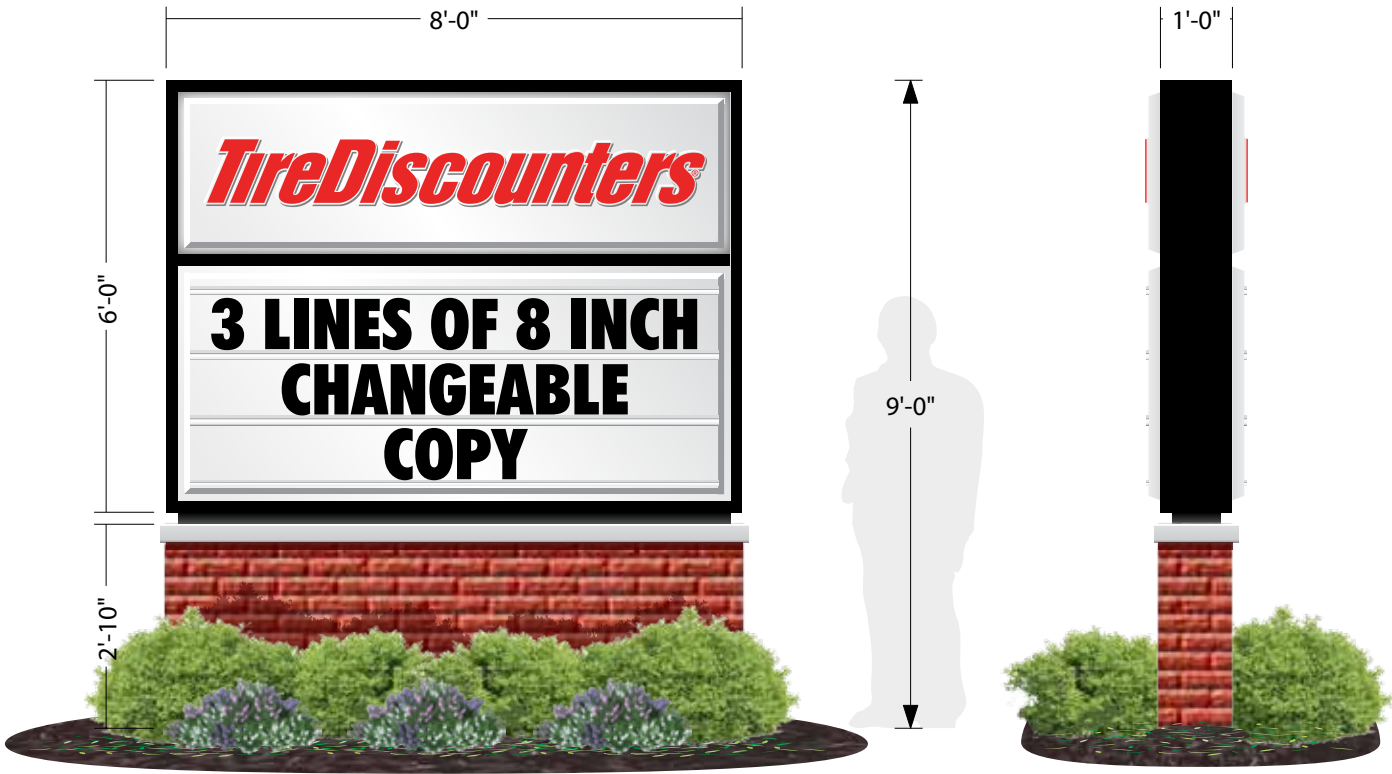


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Double-Sided Monument Sign  
LED Internally Illuminated / UL Listed



FRONT / BACK

SIDE

LANDSCAPING MUST BE INCLUDED AROUND BASE OF SIGN - BY OTHERS



48 SQ FT Proposed

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START DATE: 1-10-19 SCALE: \_\_\_\_\_

DESIGNED BY: TW APPROVED BY: JW

\_\_\_\_\_

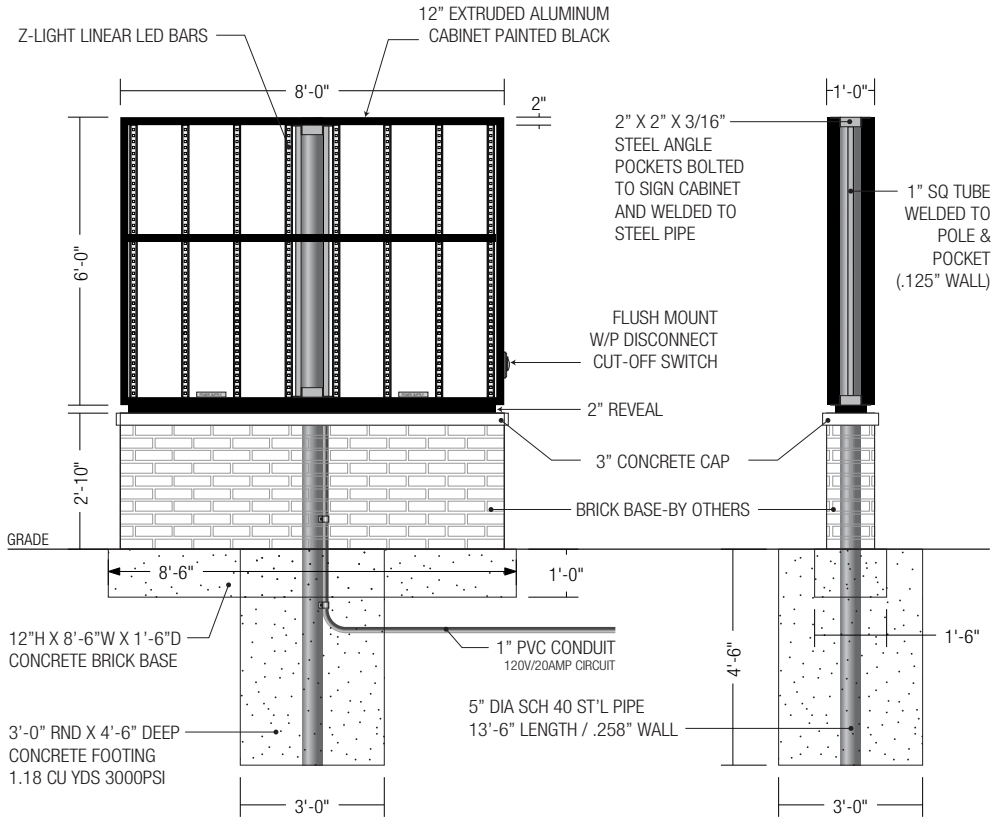
| REVISION DATES: |                |    |       |
|-----------------|----------------|----|-------|
| 1.              | <u>2-14-19</u> | 4. | _____ |
| 2.              | _____          | 5. | _____ |
| 3.              | _____          | 6. | _____ |

**\*\*FOR PERMITTING\*\***

COMPANY NAME: TIRE DISCOUNTERS

ADDRESS: Westfield Road, Westfield, IN 46074

CONTACT INFO: \_\_\_\_\_



ENGINEERED FOR 90 MPH WINDLOAD

SCALE: 1/4"=1'

PRODUCTION NOTES

- D/F, UL LISTED, INTERNALLY ILLUMINATED WITH WHITE Z-LIGHT LED LINEAR BARS.
- PAN FORMED FACES W/ EMBOSSED "CLOUD " LOGO W/ 3M LIGHT TOMATO RED TRANSLUCENT VINYL APPLIED 1ST SURFACE.
- SIGN TO BE CENTER POLE MOUNTED W/ BRICK BASE (BY OTHERS) WEATHERPROOF, FLUSH MOUNTED ELECTRIC SWITCH.
- (1) DEDICATED CIRCUIT REQUIRED. 120V / 20 AMP (BY OTHERS)

- 2012 OBC TO GOVERN CONSTRUCTION
- A-36 STEEL / PRIMED A-325 BOLTS
- WEEP HOLES AS NEEDED

- SIGN ELECTRICAL DISCONNECT TO COMPLY WITH NEC 600-6
- SIGN GROUNDING PER NEC 600-7
- WIRING/FIXTURES SUITABLE FOR DAMP CONDITIONS



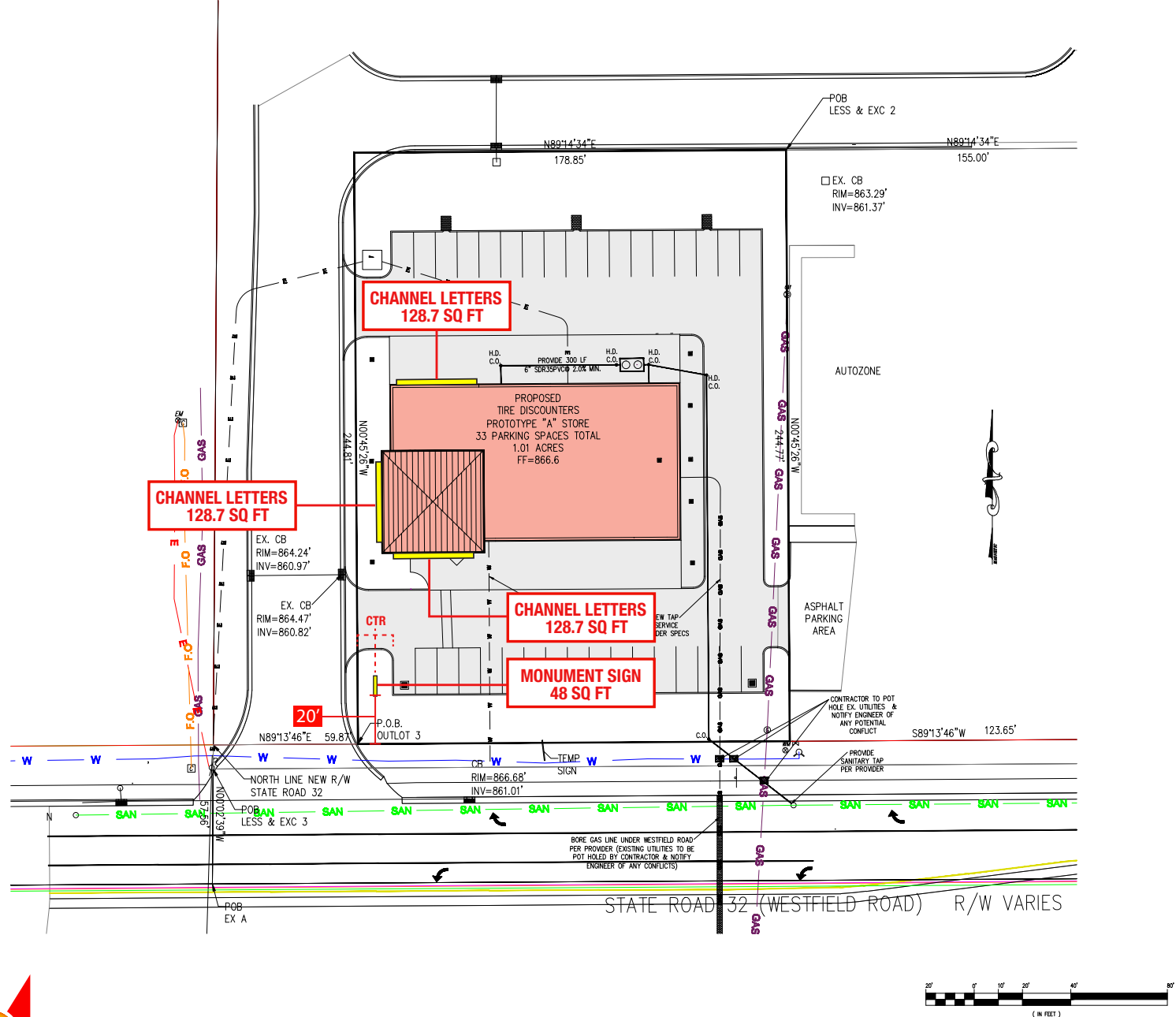


ZONING ALLOWANCES

Property is zoned AG-SF-1 - Agricultural Single Family

- Sign mounted on a building may be permitted to project eighteen (18) inches from the face of a Building Fascade or as otherwise granted by the council or designee.
- No instance shall a permitted non-residential use or tenant be restricted to less than twenty-five (25) square feet of Sign Area, nor shall any permitted non-residential use or tenant be permitted to display more than five hundred (500) square feet of total Sign Area.
- Monument Signs shall incorporate a base consisting of Masonry Materials. Masonry Materials shall compliment the color and texture of materials used on the Front Building Facade of the Lot's Building(s).
- Landscaping must be included around the base of the Monument Sign
- Pole signs and/or manual changeable copy sign sare prohibited.

GOOGLE AERIAL VIEW





**TRIUMPH**  
signs & consulting, inc.  
480 Milford Parkway • Milford, OH 45150  
phone 513-576-8090 • fax 513-576-8095  
visit us at [www.triumphsigns.com](http://www.triumphsigns.com)

START DATE: 1-10-18 SCALE: \_\_\_\_\_  
DESIGNED BY: TW MANAGED BY: JW  
\_\_\_\_\_  
\_\_\_\_\_

| REVISION DATES: |         |    |       |
|-----------------|---------|----|-------|
| 1.              | 2-14-19 | 4. | _____ |
| 2.              | _____   | 5. | _____ |
| 3.              | _____   | 6. | _____ |

**\*\*FOR PERMITTING\*\***

COMPANY NAME: TIRE DISCOUNTERS  
ADDRESS: Westfield Road, Westfield, IN 46074  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

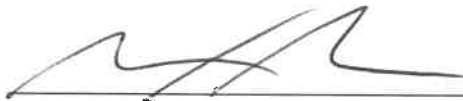
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The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, March 4, 2019, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

|               |                                                                                                                                                                        |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Docket No.    | 1903-PUD-04                                                                                                                                                            |
| Ordinance No. | 19-04                                                                                                                                                                  |
| Petitioner    | Leesman Engineering & Associates                                                                                                                                       |
| Description   | An amendment to the Oak Manor North Planned Unit Development (PUD) District to modify development standards in order to accommodate an auto and motorcycle service use |

On March 4, 2019, a motion was made and passed to send a favorable recommendation (Vote: 7 in favor, 0 opposed) to the City Council regarding this petition.

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

  
\_\_\_\_\_  
Matthew S. Skelton, Secretary

March 5, 2019  
\_\_\_\_\_  
Date

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.

March 11, 2019

\_\_\_\_\_  
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 31 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 11 day of March, 2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures of Governing Board

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



**Purchase Invoice Register**

City of Westfield

Report Date Range: 02/07/19..03/05/19

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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 |
|---------------------------|-------------------------------|-------------|-----------|-----------|------------------------|-----------------------------|-----------|-----------|------------|
| <b>Fund No. Fund Name</b> |                               |             |           |           |                        |                             |           |           |            |
| <b>101 General</b>        |                               |             |           |           |                        |                             |           |           |            |
| <b>Administration</b>     |                               |             |           |           |                        |                             |           |           |            |
| VEN003729                 | Metronet                      | APP059049   | 2/7/2019  | 101001343 | ADM-BUILDING           | City Hall alarm             | 59.25     | 66192     | 2/11/2019  |
| VEN002336                 | Citizens Westfield            | APP059052   | 2/7/2019  | 101001328 | ADM-HEAT/GAS           | Gas Heat                    | 659.84    | 66144     | 2/11/2019  |
| VEN007062                 | McGriff Insurance             | APP059073   | 2/8/2019  | 101001339 | ADM-INSURANCE          |                             | 2,503.25  | 66120     | 2/8/2019   |
| VEN007062                 | McGriff Insurance             | APP059090   | 2/12/2019 | 101001339 | ADM-INSURANCE          | 1 of 4 inst Insurance       | 1,136.57  | 66243     | 2/12/2019  |
| VEN000917                 | Humane Society for Hamilton   | APP059119   | 2/12/2019 | 101001349 | ADM-SERVICES           | Max daily care              | 915.90    | 500000424 | 2/13/2019  |
| VEN002336                 | Citizens Westfield            | APP059125   | 2/12/2019 | 101001328 | ADM-HEAT/GAS           | DWA                         | 423.30    | 66244     | 2/13/2019  |
| VEN002336                 | Citizens Westfield            | APP059125   | 2/12/2019 | 101001328 | ADM-HEAT/GAS           | Old Clinic House            | 111.88    | 66244     | 2/13/2019  |
| VEN002336                 | Citizens Westfield            | APP059125   | 2/12/2019 | 101001342 | ADM-WATER/SEWER        | DWA                         | 70.63     | 66244     | 2/13/2019  |
| VEN005661                 | Barnes and Thornburg LLP      | APP059137   | 2/13/2019 | 101001331 | ADM-CONSULTING         | Retainer for December       | 5,000.00  |           |            |
| VEN000263                 | Bose Public Affairs Group LLC | APP059139   | 2/13/2019 | 101001331 | ADM-CONSULTING         | Monthly Strategic Comm 3500 | 3,500.00  |           |            |
| VEN005845                 | Kinetrex Energy               | APP059155   | 2/14/2019 | 101001328 | ADM-HEAT/GAS           | Heat                        | 708.03    | 66251     | 2/14/2019  |
| VEN001537                 | Payroll                       | APP059192   | 2/19/2019 | 101001111 | ADM-SALARY             | Payroll                     | 12,218.25 | 500000425 | 2/19/2019  |
| VEN001537                 | Payroll                       | APP059192   | 2/19/2019 | 101001120 | ADM-FICA AND MEDICARE  | FICA                        | 735.17    | 500000425 | 2/19/2019  |
| VEN001537                 | Payroll                       | APP059192   | 2/19/2019 | 101001120 | ADM-FICA AND MEDICARE  | Medicare                    | 172.06    | 500000425 | 2/19/2019  |
| VEN001537                 | Payroll                       | APP059192   | 2/19/2019 | 101001121 | ADM-PERF               | PERF                        | 1,474.92  | 500000425 | 2/19/2019  |
| VEN000263                 | Bose Public Affairs Group LLC | APP059248   | 2/19/2019 | 101001331 | ADM-CONSULTING         | Monthly Strategic Comm 3500 | 3,500.00  |           |            |
| VEN000589                 | Duke Energy                   | APP059279   | 2/21/2019 | 101001341 | ADM-ELECTRICITY        | Electric                    | 530.32    | 66254     | 2/21/2019  |
| VEN001988                 | Travelers                     | APP059281   | 2/21/2019 | 101001339 | ADM-INSURANCE          | Travelers 1st inst          | 4,187.69  | 66255     | 2/21/2019  |
| VEN000513                 | DavisVision                   | APP059292   | 2/21/2019 | 101001119 | ADM-HEALTH AND DENTAL  | Vision                      | 25.74     | 66257     | 2/21/2019  |
| VEN000534                 | Delta Dental                  | APP059321   | 2/22/2019 | 101001119 | ADM-HEALTH AND DENTAL  | Dental Ins                  | 97.78     | 66262     | 2/22/2019  |
| VEN000126                 | Anthem Blue Cross Blue Shield | APP059325   | 2/22/2019 | 101001119 | ADM-HEALTH AND DENTAL  | Medical Ins                 | 2,442.89  | 66260     | 2/22/2019  |
| VEN004479                 | Symetra Life Insurance        | APP059478   | 2/28/2019 | 101001119 | ADM-HEALTH AND DENTAL  | Symetra Life                | 7.96      | 66263     | 2/28/2019  |
| VEN007349                 | Kai Chuk                      | APP059505   | 3/4/2019  | 101001334 | ADM-TRAVEL/TRAINING/SE |                             | 187.84    | 66266     | 3/4/2019   |
| VEN001469                 | O W Krohn and Associates      | APP059510   | 3/4/2019  | 101001349 | ADM-SERVICES           | TIF areas                   | 950.00    |           |            |
| VEN000763                 | General Alarm Inc             | APP059511   | 3/4/2019  | 101001343 | ADM-BUILDING           | Alarm at City Hall          | 89.85     |           |            |
| VEN000263                 | Bose Public Affairs Group LLC | APP059512   | 3/4/2019  | 101001331 | ADM-CONSULTING         | Ec Dev                      | 5,000.00  |           |            |
| VEN001953                 | Thomson West                  | APP059513   | 3/4/2019  | 101001330 | ADM-ATTORNEY/CONSULTA  | West Information Charges    | 172.11    |           |            |
| VEN001264                 | Love At First Sight           | APP059515   | 3/4/2019  | 101001347 | ADM-PROMOTIONS         | Sympathy arrangements       | 216.00    |           |            |
| VEN007332                 | Michaelis                     | APP059517   | 3/4/2019  | 101001343 | ADM-BUILDING           | Air sampling and swabs      | 1,125.00  |           |            |
| VEN006426                 | DISA Inc                      | APP059609   | 3/4/2019  | 101001349 | ADM-SERVICES           | Drug testing                | 51.50     |           |            |
| VEN000917                 | Humane Society for Hamilton   | APP059674   | 3/5/2019  | 101001349 | ADM-SERVICES           | Strays                      | 4,726.00  |           |            |
| VEN006494                 | Pure Water Partners           | APP059684   | 3/5/2019  | 101001223 | ADM-OFFICE SUPPLIES    | Water for City Services     | 637.50    |           |            |

**Purchase Invoice Register**

City of Westfield

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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 |
|---------------------|------------------------------------|-------------|-----------|-----------|-------------------------|--------------------------------|------------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                   |             |           |           |                         |                                |                  |           |            |
| 101                 | General                            |             |           |           |                         |                                |                  |           |            |
|                     | <b>Administration</b>              |             |           |           |                         |                                |                  |           |            |
| VEN000345           | Cave and Company Printing          | APP059716   | 3/5/2019  | 101001337 | ADM-PRINTING            | Business cards Japanese ver    | 45.99            |           |            |
| VEN000345           | Cave and Company Printing          | APP059717   | 3/5/2019  | 101001337 | ADM-PRINTING            | Business cards                 | 45.99            |           |            |
| VEN006494           | Pure Water Partners                | APP059719   | 3/5/2019  | 101001223 | ADM-OFFICE SUPPLIES     | Water City Services            | 637.50           |           |            |
| VEN001537           | Payroll                            | APP059725   | 3/5/2019  | 101001111 | ADM-SALARY              | sal                            | 11,097.13        |           |            |
| VEN001537           | Payroll                            | APP059725   | 3/5/2019  | 101001120 | ADM-FICA AND MEDICARE   | fica                           | 715.89           |           |            |
| VEN001537           | Payroll                            | APP059725   | 3/5/2019  | 101001120 | ADM-FICA AND MEDICARE   | med                            | 167.45           |           |            |
| VEN001537           | Payroll                            | APP059725   | 3/5/2019  | 101001121 | ADM-PERF                | perf                           | 1,430.78         |           |            |
|                     | <b>Subtotal for Administration</b> |             |           |           |                         |                                | <b>67,777.96</b> |           |            |
|                     | <b>Police</b>                      |             |           |           |                         |                                |                  |           |            |
| VEN003729           | Metronet                           | APP059048   | 2/7/2019  | 101002335 | POLICE-TELEPHONE        | PSB                            | 58.13            | 66192     | 2/11/2019  |
| VEN002336           | Citizens Westfield                 | APP059052   | 2/7/2019  | 101002328 | POLICE-HEAT/GAS         | Gas Heat                       | 698.54           | 66144     | 2/11/2019  |
| VEN001988           | Travelers                          | APP059068   | 2/8/2019  | 101002339 | POLICE-INSURANCE        | Charles Miller claim           | 982.80           | 66119     | 2/8/2019   |
| VEN007062           | McGriff Insurance                  | APP059073   | 2/8/2019  | 101002339 | POLICE-INSURANCE        |                                | 9,494.67         | 66120     | 2/8/2019   |
| VEN007062           | McGriff Insurance                  | APP059090   | 2/12/2019 | 101002339 | POLICE-INSURANCE        | 1 of 4 inst Insurance          | 6,493.27         | 66243     | 2/12/2019  |
| VEN005845           | Kinetrex Energy                    | APP059155   | 2/14/2019 | 101002328 | POLICE-HEAT/GAS         | Heat                           | 911.99           | 66251     | 2/14/2019  |
| VEN001942           | The Uniform House Inc              | APP059177   | 2/19/2019 | 101002229 | POLICE-UNIFORMS         | Uniform Boots - Abney          | 126.00           |           |            |
| VEN000480           | CSI Signs                          | APP059178   | 2/19/2019 | 101002337 | POLICE-PRINTING         | K9 sign for school             | 50.00            |           |            |
| VEN007121           | Beyond This Way                    | APP059179   | 2/19/2019 | 101002347 | POLICE-PROMOTIONS       | Small Wonders with Chest       | 315.83           |           |            |
| VEN001464           | Northside Garage Door System       | APP059180   | 2/19/2019 | 101002343 | POLICE-BUILDING MAINTEN | Reset circuit board, replace c | 237.00           |           |            |
| VEN002353           | Boldens Cleaners                   | APP059182   | 2/19/2019 | 101002229 | POLICE-UNIFORMS         | Dry Cleaning                   | 590.70           |           |            |
| VEN000314           | C.A.R. Clinic                      | APP059183   | 2/19/2019 | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Repairs                | 389.95           |           |            |
| VEN001035           | Interstate Battery                 | APP059184   | 2/19/2019 | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Batteries              | 1,879.88         |           |            |
| VEN000379           | Chemsearch                         | APP059185   | 2/19/2019 | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Cleaner                | 243.80           |           |            |
| VEN002035           | US Uniform and Supply              | APP059187   | 2/19/2019 | 101002229 | POLICE-UNIFORMS         | New Hire Uniforms - Harris     | 2,234.71         |           |            |
| VEN002035           | US Uniform and Supply              | APP059187   | 2/19/2019 | 101002229 | POLICE-UNIFORMS         | Uniforms - Rebollar            | 219.35           |           |            |
| VEN002035           | US Uniform and Supply              | APP059187   | 2/19/2019 | 101002229 | POLICE-UNIFORMS         | Uniforms - Burtron             | 294.89           |           |            |
| VEN003581           | GUARDIAN TRACKING                  | APP059188   | 2/19/2019 | 101002349 | POLICE-SERVICES         | Annual Subscription            | 2,045.00         |           |            |
| VEN000317           | CALEA                              | APP059189   | 2/19/2019 | 101002350 | POLICE-SUBSCRIPTIONS/D  | Annual Continuation Fee        | 4,620.00         |           |            |
| VEN002336           | Citizens Westfield                 | APP059191   | 2/19/2019 | 101002342 | POLICE-WATER/SEWER      | Fire Service Charges           | 92.77            | 66253     | 2/19/2019  |
| VEN001537           | Payroll                            | APP059192   | 2/19/2019 | 101002111 | POLICE-SALARY           | Payroll                        | 152,302.44       | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                            | APP059192   | 2/19/2019 | 101002120 | POLICE-FICA AND MEDICAR | FICA                           | 9,087.11         | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                            | APP059192   | 2/19/2019 | 101002120 | POLICE-FICA AND MEDICAR | Medicare                       | 2,125.18         | 500000425 | 2/19/2019  |

**Purchase Invoice Register**

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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                          |             |           |           |                         |                             |            |           |            |
| VEN001537           | Payroll                         | APP059192   | 2/19/2019 | 101002121 | POLICE-PERF             | PERF                        | 23,768.15  | 500000425 | 2/19/2019  |
| VEN000589           | Duke Energy                     | APP059279   | 2/21/2019 | 101002341 | POLICE-ELECTRICITY      | Electric                    | 2,177.22   | 66254     | 2/21/2019  |
| VEN001988           | Travelers                       | APP059281   | 2/21/2019 | 101002339 | POLICE-INSURANCE        | Travelers 1st inst          | 18,425.84  | 66255     | 2/21/2019  |
| VEN002336           | Citizens Westfield              | APP059282   | 2/21/2019 | 101002342 | POLICE-WATER/SEWER      | water/sewer                 | 208.34     | 66256     | 2/21/2019  |
| VEN000513           | DavisVision                     | APP059292   | 2/21/2019 | 101002119 | POLICE-HEALTH AND DENT  | Vision                      | 531.11     | 66257     | 2/21/2019  |
| VEN000534           | Delta Dental                    | APP059321   | 2/22/2019 | 101002119 | POLICE-HEALTH AND DENT  | Dental Ins                  | 2,458.82   | 66262     | 2/22/2019  |
| VEN000126           | Anthem Blue Cross Blue Shield   | APP059325   | 2/22/2019 | 101002119 | POLICE-HEALTH AND DENT  | Medical Ins                 | 55,519.54  | 66260     | 2/22/2019  |
| VEN000849           | Hamilton County Treasurer       | APP059373   | 2/19/2019 | 101002336 | POLICE-DISPATCH SERVICE | E911 1st inst               | 137,948.88 |           |            |
| VEN006285           | Ceres Solutions Cooperative     | APP059439   | 2/13/2019 | 101002226 | POLICE-VEHICLE GAS/SUPP | Unleaded                    | 7,915.59   |           |            |
| VEN004479           | Symetra Life Insurance          | APP059478   | 2/28/2019 | 101002119 | POLICE-HEALTH AND DENT  | Symetra Life                | 214.92     | 66263     | 2/28/2019  |
| VEN000314           | C.A.R. Clinic                   | APP059559   | 3/4/2019  | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Repairs             | 3,291.78   |           |            |
| VEN006333           | Axon Enterprise Inc             | APP059560   | 3/4/2019  | 101002472 | POLICE-EQUIPMENT        | Taser Cartridges            | 2,900.00   |           |            |
| VEN001015           | INPAC                           | APP059561   | 3/4/2019  | 101002350 | POLICE-SUBSCRIPTIONS/D  | Membership Dues             | 150.00     |           |            |
| VEN000747           | Galls                           | APP059562   | 3/4/2019  | 101002229 | POLICE-UNIFORMS         | New Hire Vest - Harris      | 777.86     |           |            |
| VEN001694           | Rock River Arms                 | APP059563   | 3/4/2019  | 101002472 | POLICE-EQUIPMENT        | Tactical Carbine Rifles     | 2,164.00   |           |            |
| VEN004465           | Precision Arms of Indiana       | APP059564   | 3/4/2019  | 101002472 | POLICE-EQUIPMENT        | M4s, Smith and Wesson Shiel | 16,988.86  |           |            |
| VEN000345           | Cave and Company Printing       | APP059565   | 3/4/2019  | 101002337 | POLICE-PRINTING         | Business Cards              | 59.63      |           |            |
| VEN000345           | Cave and Company Printing       | APP059565   | 3/4/2019  | 101002337 | POLICE-PRINTING         | New Officer Map Books       | 110.69     |           |            |
| VEN000434           | Comcast Cable                   | APP059566   | 3/4/2019  | 101002349 | POLICE-SERVICES         | Monthly Statement           | 225.94     |           |            |
| VEN002035           | US Uniform and Supply           | APP059567   | 3/4/2019  | 101002229 | POLICE-UNIFORMS         | New Hire Uniforms - Berns   | 2,102.82   |           |            |
| VEN002035           | US Uniform and Supply           | APP059567   | 3/4/2019  | 101002229 | POLICE-UNIFORMS         | Uniforms - Swiatkowski      | 145.90     |           |            |
| VEN002035           | US Uniform and Supply           | APP059567   | 3/4/2019  | 101002229 | POLICE-UNIFORMS         | Uniforms - Stubbs           | 194.85     |           |            |
| VEN001856           | Sun Badge Co                    | APP059568   | 3/4/2019  | 101002229 | POLICE-UNIFORMS         | Uniform Badges              | 757.75     |           |            |
| VEN002116           | Westfield Tire and Muffler      | APP059569   | 3/4/2019  | 101002360 | POLICE-VEHICLE REPAIR   | Mount & Balance Tires       | 461.39     |           |            |
| VEN005007           | Herrmann Veterinary Clinic      | APP059570   | 3/4/2019  | 101002355 | POLICE-K-9 MAINT        | Wellness Exam - Lopez       | 355.20     |           |            |
| VEN002065           | Vohne Liche Kennels             | APP059571   | 3/4/2019  | 101002355 | POLICE-K-9 MAINT        | Dog food - Anuar            | 59.00      |           |            |
| VEN001599           | Proforma                        | APP059572   | 3/4/2019  | 101002224 | POLICE-OPERATING SUPPLI | Gloves                      | 249.69     |           |            |
| VEN000968           | Indiana Fop Legal Defense       | APP059573   | 3/4/2019  | 101002350 | POLICE-SUBSCRIPTIONS/D  | Membership Dues             | 7,052.00   |           |            |
| VEN002123           | Westfield-Washington Schools    | APP059614   | 3/4/2019  | 101002223 | POLICE-OFFICE SUPPLIES  | Paper                       | 63.45      |           |            |
| VEN005717           | Background Investigation Bureau | APP059683   | 3/5/2019  | 101002349 | POLICE-SERVICES         | Background Ck               | 11.95      |           |            |
| VEN000012           | A W Direct                      | APP059722   | 3/5/2019  | 101002472 | POLICE-EQUIPMENT        | Lockout Tools               | 244.95     |           |            |
| VEN001843           | Steven R Jenkins                | APP059723   | 3/5/2019  | 101002229 | POLICE-UNIFORMS         | Uniform Brass               | 133.00     |           |            |



# Purchase Invoice Register

City of Westfield

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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                                          |                               |             |           |           |                         |                       |            |           |            |
| VEN006222                                       | SuperFleet Master Card        | APP059724   | 3/5/2019  | 101002226 | POLICE-VEHICLE GAS/SUPP | Vehicle Gas           | 328.58     |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101002111 | POLICE-SALARY           | sal                   | 156,367.02 |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101002120 | POLICE-FICA AND MEDICAR | fica                  | 9,336.93   |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101002120 | POLICE-FICA AND MEDICAR | med                   | 2,183.62   |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101002121 | POLICE-PERF             | perf                  | 24,357.96  |           |            |
| Subtotal for Police                             |                               |             |           |           |                         |                       | 675,737.24 |           |            |
| Economic and Community Development              |                               |             |           |           |                         |                       |            |           |            |
| VEN007062                                       | McGriff Insurance             | APP059073   | 2/8/2019  | 101003339 | ECD-INSURANCE           |                       | 1,453.89   | 66120     | 2/8/2019   |
| VEN007062                                       | McGriff Insurance             | APP059090   | 2/12/2019 | 101003339 | ECD-INSURANCE           | 1 of 4 inst Insurance | 332.15     | 66243     | 2/12/2019  |
| VEN001537                                       | Payroll                       | APP059192   | 2/19/2019 | 101003111 | ECD-SALARY              | Payroll               | 28,296.86  | 500000425 | 2/19/2019  |
| VEN001537                                       | Payroll                       | APP059192   | 2/19/2019 | 101003120 | ECD-FICA AND MEDICARE   | FICA                  | 1,700.97   | 500000425 | 2/19/2019  |
| VEN001537                                       | Payroll                       | APP059192   | 2/19/2019 | 101003120 | ECD-FICA AND MEDICARE   | Medicare              | 397.78     | 500000425 | 2/19/2019  |
| VEN001537                                       | Payroll                       | APP059192   | 2/19/2019 | 101003121 | ECD-PERF                | PERF                  | 4,018.15   | 500000425 | 2/19/2019  |
| VEN001988                                       | Travelers                     | APP059281   | 2/21/2019 | 101003339 | ECD-INSURANCE           | Travelers 1st inst    | 2,050.57   | 66255     | 2/21/2019  |
| VEN000513                                       | DavisVision                   | APP059292   | 2/21/2019 | 101003119 | ECD-HEALTH AND DENTAL   | Vision                | 123.69     | 66257     | 2/21/2019  |
| VEN000534                                       | Delta Dental                  | APP059321   | 2/22/2019 | 101003119 | ECD-HEALTH AND DENTAL   | Dental Ins            | 332.48     | 66262     | 2/22/2019  |
| VEN000126                                       | Anthem Blue Cross Blue Shield | APP059325   | 2/22/2019 | 101003119 | ECD-HEALTH AND DENTAL   | Medical Ins           | 10,195.84  | 66260     | 2/22/2019  |
| VEN004479                                       | Symetra Life Insurance        | APP059478   | 2/28/2019 | 101003119 | ECD-HEALTH AND DENTAL   | Symetra Life          | 51.74      | 66263     | 2/28/2019  |
| VEN007325                                       | Jonathan Dorsey               | APP059509   | 3/4/2019  | 101003334 | ECD-TRAVEL/TRAINING/SE  | Seminar parking fee   | 40.00      |           |            |
| VEN007024                                       | Adam Massey                   | APP059518   | 3/4/2019  | 101003334 | ECD-TRAVEL/TRAINING/SE  | Seminar Training      | 9.56       |           |            |
| VEN002123                                       | Westfield-Washington Schools  | APP059616   | 3/4/2019  | 101003223 | ECD-OFFICE SUPPLIES     | Paper                 | 10.20      |           |            |
| VEN002123                                       | Westfield-Washington Schools  | APP059677   | 3/5/2019  | 101003223 | ECD-OFFICE SUPPLIES     | Paper                 | 21.15      |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101003111 | ECD-SALARY              | sal                   | 25,425.46  |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101003120 | ECD-FICA AND MEDICARE   | fica                  | 1,523.88   |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101003120 | ECD-FICA AND MEDICARE   | med                   | 356.39     |           |            |
| VEN001537                                       | Payroll                       | APP059725   | 3/5/2019  | 101003121 | ECD-PERF                | perf                  | 4,021.13   |           |            |
| Subtotal for Economic and Community Development |                               |             |           |           |                         |                       | 80,361.89  |           |            |

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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                         |             |           |           |                         |                       |           |           |            |
|                     | Parks                           |             |           |           |                         |                       |           |           |            |
| VEN007062           | McGriff Insurance               | APP059073   | 2/8/2019  | 101005339 | PARKS-INSURANCE         |                       | 1,269.51  | 66120     | 2/8/2019   |
| VEN007062           | McGriff Insurance               | APP059090   | 2/12/2019 | 101005339 | PARKS-INSURANCE         | 1 of 4 inst Insurance | 190.31    | 66243     | 2/12/2019  |
| VEN000480           | CSI Signs                       | APP059098   | 2/12/2019 | 101005347 | PARKS-PROMOTION         | We are Westfield      | 244.94    |           |            |
| VEN001537           | Payroll                         | APP059192   | 2/19/2019 | 101005111 | PARKS-SALARY            | Payroll               | 8,829.24  | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                         | APP059192   | 2/19/2019 | 101005120 | PARKS-FICA AND MEDICARE | FICA                  | 534.92    | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                         | APP059192   | 2/19/2019 | 101005120 | PARKS-FICA AND MEDICARE | Medicare              | 125.10    | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                         | APP059192   | 2/19/2019 | 101005121 | PARKS-PERF              | PERF                  | 1,253.74  | 500000425 | 2/19/2019  |
| VEN001988           | Travelers                       | APP059281   | 2/21/2019 | 101005339 | PARKS-INSURANCE         | Travelers 1st inst    | 1,675.08  | 66255     | 2/21/2019  |
| VEN000513           | DavisVision                     | APP059292   | 2/21/2019 | 101005119 | PARKS-HEALTH AND DENT   | Vision                | 31.34     | 66257     | 2/21/2019  |
| VEN000534           | Delta Dental                    | APP059321   | 2/22/2019 | 101005119 | PARKS-HEALTH AND DENT   | Dental Ins            | 142.62    | 66262     | 2/22/2019  |
| VEN000126           | Anthem Blue Cross Blue Shield   | APP059325   | 2/22/2019 | 101005119 | PARKS-HEALTH AND DENT   | Medical Ins           | 2,946.01  | 66260     | 2/22/2019  |
| VEN004479           | Symetra Life Insurance          | APP059478   | 2/28/2019 | 101005119 | PARKS-HEALTH AND DENT   | Symetra Life          | 11.94     | 66263     | 2/28/2019  |
| VEN005709           | Service Sanitation Inc          | APP059662   | 3/5/2019  | 101005476 | PARKS-EQUIP LEASES      | Deer Walk             | 95.00     |           |            |
| VEN005709           | Service Sanitation Inc          | APP059662   | 3/5/2019  | 101005476 | PARKS-EQUIP LEASES      | 166th St              | 91.00     |           |            |
| VEN005717           | Background Investigation Bureau | APP059683   | 3/5/2019  | 101005349 | PARKS-SERVICES          | Background Ck         | 430.20    |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101005111 | PARKS-SALARY            | sal                   | 8,829.24  |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101005120 | PARKS-FICA AND MEDICARE | fica                  | 534.92    |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101005120 | PARKS-FICA AND MEDICARE | med                   | 125.10    |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101005121 | PARKS-PERF              | perf                  | 1,253.74  |           |            |
| Subtotal for Parks  |                                 |             |           |           |                         |                       | 28,613.95 |           |            |

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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 |
|---------------------|----------------------------------|-------------|-----------|-----------|-------------------------|------------------------------|-----------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                 |             |           |           |                         |                              |                 |           |            |
| 101                 | General                          |             |           |           |                         |                              |                 |           |            |
|                     | <b>Economic Dev</b>              |             |           |           |                         |                              |                 |           |            |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101006111 | ECONOMIC DEV-SALARY     | Payroll                      | 2,892.31        | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101006120 | ECONOMIC DEV-FICA/MEDI  | FICA                         | 178.39          | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101006120 | ECONOMIC DEV-FICA/MEDI  | Medicare                     | 41.72           | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101006121 | ECONOMIC DEV-PERF       | PERF                         | 410.71          | 500000425 | 2/19/2019  |
| VEN000513           | DavisVision                      | APP059292   | 2/21/2019 | 101006119 | ECONOMIC DEV-HEALTH/DE  | Vision                       | 12.87           | 66257     | 2/21/2019  |
| VEN000534           | Delta Dental                     | APP059321   | 2/22/2019 | 101006119 | ECONOMIC DEV-HEALTH/DE  | Dental Ins                   | 85.46           | 66262     | 2/22/2019  |
| VEN004479           | Symetra Life Insurance           | APP059478   | 2/28/2019 | 101006119 | ECONOMIC DEV-HEALTH/DE  | Symetra Life                 | 3.98            | 66263     | 2/28/2019  |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101006111 | ECONOMIC DEV-SALARY     | sal                          | 2,892.31        |           |            |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101006120 | ECONOMIC DEV-FICA/MEDI  | fica                         | 178.39          |           |            |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101006120 | ECONOMIC DEV-FICA/MEDI  | med                          | 41.72           |           |            |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101006121 | ECONOMIC DEV-PERF       | perf                         | 410.71          |           |            |
|                     | <b>Subtotal for Economic Dev</b> |             |           |           |                         |                              | <b>7,148.57</b> |           |            |
|                     | <b>Informatics</b>               |             |           |           |                         |                              |                 |           |            |
| VEN007062           | McGriff Insurance                | APP059073   | 2/8/2019  | 101007339 | IT-INSURANCE            |                              | 1,331.20        | 66120     | 2/8/2019   |
| VEN007062           | McGriff Insurance                | APP059090   | 2/12/2019 | 101007339 | IT-INSURANCE            | 1 of 4 inst Insurance        | 238.64          | 66243     | 2/12/2019  |
| VEN005134           | Lifeline Data Centers            | APP059100   | 2/12/2019 | 101007349 | IT-SERVICES             | Services                     | 1,065.70        |           |            |
| VEN006331           | enVista llc                      | APP059102   | 2/12/2019 | 101007331 | IT-CONSULTING           | SharePoint                   | 247.50          |           |            |
| VEN002050           | Verizon Wireless                 | APP059120   | 2/12/2019 | 101007332 | IT-CELLULAR/PAGERS/MOBI | EMS                          | 41.10           | 66247     | 2/13/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101007111 | IT-SALARY               | Payroll                      | 16,073.74       | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101007120 | IT-FICA AND MEDICARE    | FICA                         | 945.97          | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101007120 | IT-FICA AND MEDICARE    | Medicare                     | 221.23          | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101007121 | IT-PERF                 | PERF                         | 2,282.48        | 500000425 | 2/19/2019  |
| VEN002070           | Wagner Equipment Co              | APP059247   | 2/19/2019 | 101007389 | IT-SOFTWARE LICENSING   | PSB Data Center Critical Pow | 4,465.00        |           |            |
| VEN001988           | Travelers                        | APP059281   | 2/21/2019 | 101007339 | IT-INSURANCE            | Travelers 1st inst           | 1,800.71        | 66255     | 2/21/2019  |
| VEN006597           | ATEC Inc                         | APP059284   | 2/21/2019 | 101007331 | IT-CONSULTING           | 50 percent Concession 4 Fibe | 1,722.50        |           |            |
| VEN006597           | ATEC Inc                         | APP059284   | 2/21/2019 | 101007451 | IT-COMPUTER/EQUIP       | 50 percent Concession 4 Fibe | 1,722.50        |           |            |
| VEN006331           | enVista llc                      | APP059285   | 2/21/2019 | 101007331 | IT-CONSULTING           | Sharepoint Monitoring        | 920.00          |           |            |
| VEN005272           | SHI International                | APP059286   | 2/21/2019 | 101007389 | IT-SOFTWARE LICENSING   | Software                     | 3,177.31        |           |            |
| VEN000604           | Eastern Engineering Supply       | APP059287   | 2/21/2019 | 101007224 | IT-OPERATING SUPPLIES   | Supplies                     | 373.81          |           |            |
| VEN002213           | Open Control Systems             | APP059288   | 2/21/2019 | 101007331 | IT-CONSULTING           | Add Doors and Exe Board Ro   | 1,137.00        |           |            |
| VEN002213           | Open Control Systems             | APP059288   | 2/21/2019 | 101007349 | IT-SERVICES             | Controls PM                  | 3,500.00        |           |            |
| VEN002213           | Open Control Systems             | APP059289   | 2/21/2019 | 101007331 | IT-CONSULTING           | Repair Card Reader           | 493.50          |           |            |

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|---------------------|---------------------------------|-------------|-----------|-----------|-------------------------|------------------------------|-------------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                |             |           |           |                         |                              |                   |           |            |
| 101                 | General                         |             |           |           |                         |                              |                   |           |            |
|                     | <b>Informatics</b>              |             |           |           |                         |                              |                   |           |            |
| VEN000513           | DavisVision                     | APP059292   | 2/21/2019 | 101007119 | IT-HEALTH AND DENTAL    | Vision                       | 62.68             | 66257     | 2/21/2019  |
| VEN005272           | SHI International               | APP059297   | 2/21/2019 | 101007451 | IT-COMPUTER/EQUIP       | Hardware                     | 2,460.62          |           |            |
| VEN000534           | Delta Dental                    | APP059321   | 2/22/2019 | 101007119 | IT-HEALTH AND DENTAL    | Dental Ins                   | 326.96            | 66262     | 2/22/2019  |
| VEN000126           | Anthem Blue Cross Blue Shield   | APP059325   | 2/22/2019 | 101007119 | IT-HEALTH AND DENTAL    | Medical Ins                  | 6,546.69          | 66260     | 2/22/2019  |
| VEN000348           | CDW Government Inc              | APP059431   | 2/27/2019 | 101007389 | IT-SOFTWARE LICENSING   | Software licensing           | 123,455.95        |           |            |
| VEN004479           | Symetra Life Insurance          | APP059478   | 2/28/2019 | 101007119 | IT-HEALTH AND DENTAL    | Symetra Life                 | 23.88             | 66263     | 2/28/2019  |
| VEN005272           | SHI International               | APP059514   | 3/4/2019  | 101007389 | IT-SOFTWARE LICENSING   | Bentley Systems              | 2,224.74          |           |            |
| VEN005272           | SHI International               | APP059514   | 3/4/2019  | 101007451 | IT-COMPUTER/EQUIP       | Equipment                    | 4,907.04          |           |            |
| VEN007330           | Cadence Team Inc                | APP059516   | 3/4/2019  | 101007389 | IT-SOFTWARE LICENSING   | Auvik                        | 7,154.00          |           |            |
| VEN005975           | Darrell Brooks Painting         | APP059523   | 3/4/2019  | 101007343 | IT-BUILDING MAINTENANCE | Interior painting CSC        | 290.00            |           |            |
| VEN005996           | Konica Minolta Premier Fin      | APP059655   | 3/4/2019  | 101007337 | IT-PRINTING             | Copy machine rentals         | 1,053.89          |           |            |
| VEN005134           | Lifeline Data Centers           | APP059656   | 3/5/2019  | 101007349 | IT-SERVICES             | Monthly fee                  | 1,065.70          |           |            |
| VEN003729           | Metronet                        | APP059664   | 3/5/2019  | 101007335 | IT-TELEPHONE            | Land lines and long distance | 2,421.83          |           |            |
| VEN000739           | Frontier                        | APP059665   | 3/5/2019  | 101007335 | IT-TELEPHONE            | PSB and City Services        | 344.92            |           |            |
| VEN000157           | AT and T Mobility               | APP059666   | 3/5/2019  | 101007332 | IT-CELLULAR/PAGERS/MOBI | Cell phones and air cards    | 950.80            |           |            |
| VEN000849           | Hamilton County Treasurer       | APP059668   | 3/5/2019  | 101007331 | IT-CONSULTING           | Digital Orthophotography     | 4,968.00          |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101007111 | IT-SALARY               | sal                          | 16,073.74         |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101007120 | IT-FICA AND MEDICARE    | fica                         | 945.97            |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101007120 | IT-FICA AND MEDICARE    | med                          | 221.24            |           |            |
| VEN001537           | Payroll                         | APP059725   | 3/5/2019  | 101007121 | IT-PERF                 | perf                         | 2,282.48          |           |            |
|                     | <b>Subtotal for Informatics</b> |             |           |           |                         |                              | <b>219,541.02</b> |           |            |



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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 |
|-------------------------------------|------------------------------------|-------------|-----------|-----------|----------------------|--------------------------|------------------|-----------|------------|
| <b>Fund No. Fund Name</b>           |                                    |             |           |           |                      |                          |                  |           |            |
| <b>101 General</b>                  |                                    |             |           |           |                      |                          |                  |           |            |
| <b>Clerk Treasurer</b>              |                                    |             |           |           |                      |                          |                  |           |            |
| VEN007062                           | McGriff Insurance                  | APP059073   | 2/8/2019  | 101008339 | CT-INSURANCE         |                          | 1,214.67         | 66120     | 2/8/2019   |
| VEN000847                           | Hamilton County Recorder           | APP059074   | 2/8/2019  | 101008338 | CT-LEGAL NOTICES     | copy                     | 14.00            | 66118     | 2/11/2019  |
| VEN007062                           | McGriff Insurance                  | APP059090   | 2/12/2019 | 101008339 | CT-INSURANCE         | 1 of 4 inst Insurance    | 148.72           | 66243     | 2/12/2019  |
| VEN004297                           | ADP-Payroll                        | APP059091   | 2/12/2019 | 101008331 | CT-CONSULTING        | Processing charges       | 6,437.44         | 500000423 | 2/12/2019  |
| VEN000345                           | Cave and Company Printing          | APP059156   | 2/14/2019 | 101008337 | CT-PRINTING          | Badge                    | 25.89            |           |            |
| VEN000837                           | Hamilton County Auditor Courthouse | APP059158   | 2/13/2019 | 101008338 | CT-LEGAL NOTICES     | deeds                    | 5.00             | 066245    | 2/13/2019  |
| VEN000847                           | Hamilton County Recorder           | APP059159   | 2/13/2019 | 101008338 | CT-LEGAL NOTICES     | warr deed                | 25.00            | 066244    | 2/13/2019  |
| VEN001537                           | Payroll                            | APP059192   | 2/19/2019 | 101008111 | CT-SALARY            | Payroll                  | 16,845.70        | 500000425 | 2/19/2019  |
| VEN001537                           | Payroll                            | APP059192   | 2/19/2019 | 101008120 | CT-FICA AND MEDICARE | FICA                     | 985.04           | 500000425 | 2/19/2019  |
| VEN001537                           | Payroll                            | APP059192   | 2/19/2019 | 101008120 | CT-FICA AND MEDICARE | Medicare                 | 230.39           | 500000425 | 2/19/2019  |
| VEN001537                           | Payroll                            | APP059192   | 2/19/2019 | 101008121 | CT-PERF              | PERF                     | 1,978.49         | 500000425 | 2/19/2019  |
| VEN000267                           | Boyce Forms/systems                | APP059245   | 2/19/2019 | 101008337 | CT-PRINTING          | Checks                   | 305.01           |           |            |
| VEN001469                           | O W Krohn and Associates           | APP059258   | 2/19/2019 | 101008331 | CT-CONSULTING        | Jan Services             | 1,862.50         |           |            |
| VEN001988                           | Travelers                          | APP059281   | 2/21/2019 | 101008339 | CT-INSURANCE         | Travelers 1st inst       | 1,563.40         | 66255     | 2/21/2019  |
| VEN000513                           | DavisVision                        | APP059292   | 2/21/2019 | 101008119 | CT-HEALTH AND DENTAL | Vision                   | 69.95            | 66257     | 2/21/2019  |
| VEN000534                           | Delta Dental                       | APP059321   | 2/22/2019 | 101008119 | CT-HEALTH AND DENTAL | Dental Ins               | 257.04           | 66262     | 2/22/2019  |
| VEN000126                           | Anthem Blue Cross Blue Shield      | APP059325   | 2/22/2019 | 101008119 | CT-HEALTH AND DENTAL | Medical Ins              | 4,825.15         | 66260     | 2/22/2019  |
| VEN001826                           | Staples                            | APP059328   | 2/22/2019 | 101008223 | CT-OFFICE SUPPLIES   | Office Supplies          | 77.61            |           |            |
| VEN000847                           | Hamilton County Recorder           | APP059336   | 2/22/2019 | 101008338 | CT-LEGAL NOTICES     | warr deed and ordinances | 125.00           | 66258     | 2/22/2019  |
| VEN000837                           | Hamilton County Auditor Courthouse | APP059337   | 2/22/2019 | 101008338 | CT-LEGAL NOTICES     | warr deed                | 5.00             | 66259     | 2/22/2019  |
| VEN004297                           | ADP-Payroll                        | APP059464   | 2/27/2019 | 101008331 | CT-CONSULTING        | W2s                      | 1,834.00         | 500000427 | 2/27/2019  |
| VEN004479                           | Symetra Life Insurance             | APP059478   | 2/28/2019 | 101008119 | CT-HEALTH AND DENTAL | Symetra Life             | 22.60            | 66263     | 2/28/2019  |
| VEN007350                           | Paula Brown                        | APP059521   | 3/4/2019  | 101008331 | CT-CONSULTING        | YE close assistance      | 475.00           |           |            |
| VEN002123                           | Westfield-Washington Schools       | APP059614   | 3/4/2019  | 101008223 | CT-OFFICE SUPPLIES   | Paper                    | 31.35            |           |            |
| VEN002123                           | Westfield-Washington Schools       | APP059616   | 3/4/2019  | 101008223 | CT-OFFICE SUPPLIES   | Paper                    | 21.15            |           |            |
| VEN001537                           | Payroll                            | APP059725   | 3/5/2019  | 101008111 | CT-SALARY            | sal                      | 16,623.47        |           |            |
| VEN001537                           | Payroll                            | APP059725   | 3/5/2019  | 101008120 | CT-FICA AND MEDICARE | fica                     | 970.55           |           |            |
| VEN001537                           | Payroll                            | APP059725   | 3/5/2019  | 101008120 | CT-FICA AND MEDICARE | med                      | 226.97           |           |            |
| VEN001537                           | Payroll                            | APP059725   | 3/5/2019  | 101008121 | CT-PERF              | perf                     | 1,946.94         |           |            |
| <b>Subtotal for Clerk Treasurer</b> |                                    |             |           |           |                      |                          | <b>59,143.03</b> |           |            |

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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 |
|---------------------|----------------------------------|-------------|-----------|-----------|-------------------------|-------------------------|------------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                 |             |           |           |                         |                         |                  |           |            |
| 101                 | General                          |             |           |           |                         |                         |                  |           |            |
|                     | <b>Mayor</b>                     |             |           |           |                         |                         |                  |           |            |
| VEN002121           | Westfield Youth Assistance       | APP059136   | 2/13/2019 | 101009347 | MAYOR-PROMOTIONS        | Platinum Sponsor        | 1,000.00         |           |            |
| VEN002333           | Open Doors of Westfield          | APP059138   | 2/13/2019 | 101009347 | MAYOR-PROMOTIONS        | 2019 Donations          | 4,500.00         |           |            |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101009111 | MAYOR-SALARY            | Payroll                 | 4,459.82         | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101009120 | MAYOR- FICA AND MEDICAR | FICA                    | 271.66           | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101009120 | MAYOR- FICA AND MEDICAR | Medicare                | 63.54            | 500000425 | 2/19/2019  |
| VEN001537           | Payroll                          | APP059192   | 2/19/2019 | 101009121 | MAYOR-PERF              | PERF                    | 633.27           | 500000425 | 2/19/2019  |
| VEN000513           | DavisVision                      | APP059292   | 2/21/2019 | 101009119 | MAYOR-HEALTH AND DENT   | Vision                  | 12.87            | 66257     | 2/21/2019  |
| VEN000534           | Delta Dental                     | APP059321   | 2/22/2019 | 101009119 | MAYOR-HEALTH AND DENT   | Dental Ins              | 40.62            | 66262     | 2/22/2019  |
| VEN000126           | Anthem Blue Cross Blue Shield    | APP059325   | 2/22/2019 | 101009119 | MAYOR-HEALTH AND DENT   | Medical Ins             | 1,272.97         | 66260     | 2/22/2019  |
| VEN004479           | Symetra Life Insurance           | APP059478   | 2/28/2019 | 101009119 | MAYOR-HEALTH AND DENT   | Symetra Life            | 2.70             | 66263     | 2/28/2019  |
| VEN006141           | Westfield Restaurant Group LLC   | APP059519   | 3/4/2019  | 101009347 | MAYOR-PROMOTIONS        | Wellbeing Coalition     | 264.00           |           |            |
| VEN007229           | Inspiring Transformations LLC    | APP059720   | 3/5/2019  | 101009347 | MAYOR-PROMOTIONS        | Wellness Coalition      | 10,000.00        |           |            |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101009111 | MAYOR-SALARY            | sal                     | 4,459.82         |           |            |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101009120 | MAYOR- FICA AND MEDICAR | fica                    | 271.66           |           |            |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101009120 | MAYOR- FICA AND MEDICAR | med                     | 63.53            |           |            |
| VEN001537           | Payroll                          | APP059725   | 3/5/2019  | 101009121 | MAYOR-PERF              | perf                    | 633.27           |           |            |
|                     | <b>Subtotal for Mayor</b>        |             |           |           |                         |                         | <b>27,949.33</b> |           |            |
|                     | <b>City Council</b>              |             |           |           |                         |                         |                  |           |            |
| VEN002097           | Westfield Chamber Of Commerce    | APP059675   | 3/5/2019  | 101010347 | CITY COUNCIL-PROMOTION  | Share the Love luncheon | 60.00            |           |            |
| VEN002097           | Westfield Chamber Of Commerce    | APP059675   | 3/5/2019  | 101010347 | CITY COUNCIL-PROMOTION  | December luncheon       | 40.00            |           |            |
|                     | <b>Subtotal for City Council</b> |             |           |           |                         |                         | <b>100.00</b>    |           |            |
|                     | <b>Public Works</b>              |             |           |           |                         |                         |                  |           |            |
| VEN000589           | Duke Energy                      | APP059040   | 2/7/2019  | 101013341 | PW-ELECTRIC             | Electric                | 46.41            | 66154     | 2/11/2019  |
| VEN002336           | Citizens Westfield               | APP059051   | 2/7/2019  | 101013342 | PW-WATER/SEWER          | PW                      | 49.23            | 66144     | 2/11/2019  |
| VEN002336           | Citizens Westfield               | APP059052   | 2/7/2019  | 101013349 | PW-CONTRACTUAL SERVIC   | Gas Heat                | 714.36           | 66144     | 2/11/2019  |
| VEN002336           | Citizens Westfield               | APP059061   | 2/7/2019  | 101013342 | PW-WATER/SEWER          | Water                   | 1,281.34         | 66144     | 2/11/2019  |
| VEN007062           | McGriff Insurance                | APP059073   | 2/8/2019  | 101013339 | PW-INSURANCE            |                         | 5,245.00         | 66120     | 2/8/2019   |
| VEN007062           | McGriff Insurance                | APP059090   | 2/12/2019 | 101013339 | PW-INSURANCE            | 1 of 4 inst Insurance   | 3,237.24         | 66243     | 2/12/2019  |
| VEN002336           | Citizens Westfield               | APP059121   | 2/12/2019 | 101013342 | PW-WATER/SEWER          | Water                   | 649.90           | 66244     | 2/13/2019  |
| VEN002336           | Citizens Westfield               | APP059124   | 2/12/2019 | 101013342 | PW-WATER/SEWER          | Old Clinic House        | 71.02            | 66244     | 2/13/2019  |
| VEN002336           | Citizens Westfield               | APP059124   | 2/12/2019 | 101013342 | PW-WATER/SEWER          | Old Historical Society  | 69.86            | 66244     | 2/13/2019  |
| VEN002336           | Citizens Westfield               | APP059124   | 2/12/2019 | 101013342 | PW-WATER/SEWER          | City Hall               | 72.96            | 66244     | 2/13/2019  |

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|----------------------------------|-------------------------------|-------------|-----------|-----------|-----------------------|-------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>        |                               |             |           |           |                       |                         |                   |           |            |
| <b>101 General</b>               |                               |             |           |           |                       |                         |                   |           |            |
| <b>Public Works</b>              |                               |             |           |           |                       |                         |                   |           |            |
| VEN002048                        | Vectren                       | APP059153   | 2/14/2019 | 101013349 | PW-CONTRACTUAL SERVIC | 1438 151st              | 17.85             | 66252     | 2/14/2019  |
| VEN005845                        | Kinetrex Energy               | APP059155   | 2/14/2019 | 101013349 | PW-CONTRACTUAL SERVIC | Heat                    | 1,128.94          | 66251     | 2/14/2019  |
| VEN001537                        | Payroll                       | APP059192   | 2/19/2019 | 101013111 | PW-SALARY             | Payroll                 | 49,422.86         | 500000425 | 2/19/2019  |
| VEN001537                        | Payroll                       | APP059192   | 2/19/2019 | 101013120 | PW-FICA AND MEDICARE  | FICA                    | 2,880.97          | 500000425 | 2/19/2019  |
| VEN001537                        | Payroll                       | APP059192   | 2/19/2019 | 101013120 | PW-FICA AND MEDICARE  | Medicare                | 673.74            | 500000425 | 2/19/2019  |
| VEN001537                        | Payroll                       | APP059192   | 2/19/2019 | 101013121 | PW-PERF               | PERF                    | 7,771.56          | 500000425 | 2/19/2019  |
| VEN000589                        | Duke Energy                   | APP059279   | 2/21/2019 | 101013341 | PW-ELECTRIC           | Electric                | 5,221.05          | 66254     | 2/21/2019  |
| VEN000589                        | Duke Energy                   | APP059279   | 2/21/2019 | 101013341 | PW-ELECTRIC           | Electric                | 1,499.06          | 66254     | 2/21/2019  |
| VEN001988                        | Travelers                     | APP059281   | 2/21/2019 | 101013339 | PW-INSURANCE          | Travelers 1st inst      | 9,771.28          | 66255     | 2/21/2019  |
| VEN000513                        | DavisVision                   | APP059292   | 2/21/2019 | 101013119 | PW-HEALTH AND DENTAL  | Vision                  | 283.59            | 66257     | 2/21/2019  |
| VEN000534                        | Delta Dental                  | APP059321   | 2/22/2019 | 101013119 | PW-HEALTH AND DENTAL  | Dental Ins              | 1,122.04          | 66262     | 2/22/2019  |
| VEN000126                        | Anthem Blue Cross Blue Shield | APP059325   | 2/22/2019 | 101013119 | PW-HEALTH AND DENTAL  | Medical Ins             | 27,993.17         | 66260     | 2/22/2019  |
| VEN005403                        | BrightView Landscapes LLC     | APP059444   | 2/14/2019 | 101013349 | PW-CONTRACTUAL SERVIC | Snow removal            | 3,946.00          |           |            |
| VEN005403                        | BrightView Landscapes LLC     | APP059455   | 2/20/2019 | 101013349 | PW-CONTRACTUAL SERVIC | Snow removal            | 7,892.00          |           |            |
| VEN003736                        | Wesco Distribution            | APP059457   | 2/21/2019 | 101013345 | PW-EQUIP REPAIR       | Liners                  | 352.00            |           |            |
| VEN001464                        | Northside Garage Door System  | APP059458   | 2/21/2019 | 101013343 | PW-BLDG MAINT         | Bldg C Doors B1-B10     | 384.00            |           |            |
| VEN001464                        | Northside Garage Door System  | APP059458   | 2/21/2019 | 101013343 | PW-BLDG MAINT         | Bldg B                  | 288.00            |           |            |
| VEN004479                        | Symetra Life Insurance        | APP059478   | 2/28/2019 | 101013119 | PW-HEALTH AND DENTAL  | Symetra Life            | 102.20            | 66263     | 2/28/2019  |
| VEN005975                        | Darrell Brooks Painting       | APP059523   | 3/4/2019  | 101013343 | PW-BLDG MAINT         | Interior painting CSC   | 960.00            |           |            |
| VEN002336                        | Citizens Westfield            | APP059527   | 3/4/2019  | 101013342 | PW-WATER/SEWER        | PW                      | 662.94            |           |            |
| VEN000266                        | Bound Tree Medical            | APP059615   | 3/4/2019  | 101013224 | PW-OPERATING SUPPLIES | AED smart pads          | 105.00            |           |            |
| VEN002043                        | Vallonia State Nursery        | APP059658   | 3/5/2019  | 101013224 | PW-OPERATING SUPPLIES | Trees                   | 150.35            |           |            |
| VEN006494                        | Pure Water Partners           | APP059684   | 3/5/2019  | 101013223 | PW-OFFICE SUPPLIES    | Water for City Services | 637.50            |           |            |
| VEN006494                        | Pure Water Partners           | APP059719   | 3/5/2019  | 101013223 | PW-OFFICE SUPPLIES    | Water City Services     | 637.50            |           |            |
| VEN001537                        | Payroll                       | APP059725   | 3/5/2019  | 101013111 | PW-SALARY             | sal                     | 49,789.46         |           |            |
| VEN001537                        | Payroll                       | APP059725   | 3/5/2019  | 101013120 | PW-FICA AND MEDICARE  | fica                    | 2,903.69          |           |            |
| VEN001537                        | Payroll                       | APP059725   | 3/5/2019  | 101013120 | PW-FICA AND MEDICARE  | med                     | 679.12            |           |            |
| VEN001537                        | Payroll                       | APP059725   | 3/5/2019  | 101013121 | PW-PERF               | perf                    | 7,823.59          |           |            |
| <b>Subtotal for Public Works</b> |                               |             |           |           |                       |                         | <b>196,516.78</b> |           |            |

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|-----------------------------|-------------------------------|-------------|-----------|-----------|------------------|---------------------------|-----------|-----------|------------|
| Fund No. Fund Name          |                               |             |           |           |                  |                           |           |           |            |
| 101                         | General                       |             |           |           |                  |                           |           |           |            |
| Grand Park                  |                               |             |           |           |                  |                           |           |           |            |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101015111 | GP-SALARY        | Payroll                   | 10,275.09 | 500000425 | 2/19/2019  |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101015120 | GP-FICA/MEDICARE | FICA                      | 614.49    | 500000425 | 2/19/2019  |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101015120 | GP-FICA/MEDICARE | Medicare                  | 143.70    | 500000425 | 2/19/2019  |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101015121 | GP-PERF          | PERF                      | 1,288.01  | 500000425 | 2/19/2019  |
| VEN000513                   | DavisVision                   | APP059292   | 2/21/2019 | 101015119 | GP-HEALTH/DENTAL | Vision                    | 42.54     | 66257     | 2/21/2019  |
| VEN000534                   | Delta Dental                  | APP059321   | 2/22/2019 | 101015119 | GP-HEALTH/DENTAL | Dental Ins                | 188.66    | 66262     | 2/22/2019  |
| VEN000126                   | Anthem Blue Cross Blue Shield | APP059325   | 2/22/2019 | 101015119 | GP-HEALTH/DENTAL | Medical Ins               | 4,813.02  | 66260     | 2/22/2019  |
| VEN004479                   | Symetra Life Insurance        | APP059478   | 2/28/2019 | 101015119 | GP-HEALTH/DENTAL | Symetra Life              | 19.90     | 66263     | 2/28/2019  |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101015111 | GP-SALARY        | sal                       | 11,172.10 |           |            |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101015120 | GP-FICA/MEDICARE | fica                      | 670.11    |           |            |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101015120 | GP-FICA/MEDICARE | med                       | 156.75    |           |            |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101015121 | GP-PERF          | perf                      | 1,288.01  |           |            |
| Subtotal for Grand Park     |                               |             |           |           |                  |                           | 30,672.38 |           |            |
| Communications              |                               |             |           |           |                  |                           |           |           |            |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101020111 | COMM-SALARY      | Payroll                   | 6,921.73  | 500000425 | 2/19/2019  |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101020120 | COMM-FICA        | FICA                      | 422.07    | 500000425 | 2/19/2019  |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101020120 | COMM-FICA        | Medicare                  | 98.71     | 500000425 | 2/19/2019  |
| VEN001537                   | Payroll                       | APP059192   | 2/19/2019 | 101020121 | COMM-PERF        | PERF                      | 982.88    | 500000425 | 2/19/2019  |
| VEN000513                   | DavisVision                   | APP059292   | 2/21/2019 | 101020119 | COMM-INSURANCE   | Vision                    | 18.47     | 66257     | 2/21/2019  |
| VEN000534                   | Delta Dental                  | APP059321   | 2/22/2019 | 101020119 | COMM-INSURANCE   | Dental Ins                | 78.02     | 66262     | 2/22/2019  |
| VEN000126                   | Anthem Blue Cross Blue Shield | APP059325   | 2/22/2019 | 101020119 | COMM-INSURANCE   | Medical Ins               | 1,776.09  | 66260     | 2/22/2019  |
| VEN004479                   | Symetra Life Insurance        | APP059478   | 2/28/2019 | 101020119 | COMM-INSURANCE   | Symetra Life              | 11.94     | 66263     | 2/28/2019  |
| VEN000480                   | CSI Signs                     | APP059676   | 3/5/2019  | 101020337 | COMM-PRINTING    | Acrylic City of Westfield | 150.00    |           |            |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101020111 | COMM-SALARY      | sal                       | 6,921.73  |           |            |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101020120 | COMM-FICA        | fica                      | 422.07    |           |            |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101020120 | COMM-FICA        | med                       | 98.71     |           |            |
| VEN001537                   | Payroll                       | APP059725   | 3/5/2019  | 101020121 | COMM-PERF        | perf                      | 982.88    |           |            |
| Subtotal for Communications |                               |             |           |           |                  |                           | 18,885.30 |           |            |



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|-------------------------------|---------------------------------|-------------|-----------|-----------|------------------------|----------------------------|-----------|-----------|------------|
| Fund No. Fund Name            |                                 |             |           |           |                        |                            |           |           |            |
| 101 General                   |                                 |             |           |           |                        |                            |           |           |            |
| Customer Service              |                                 |             |           |           |                        |                            |           |           |            |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101021111 | CUSTOMER SERV-SALARY   | Payroll                    | 6,608.37  | 500000425 | 2/19/2019  |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101021120 | CUSTOMER SERV- FICA/ME | FICA                       | 395.96    | 500000425 | 2/19/2019  |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101021120 | CUSTOMER SERV- FICA/ME | Medicare                   | 92.60     | 500000425 | 2/19/2019  |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101021121 | CUSTOMER SERV- PERF    | PERF                       | 938.38    | 500000425 | 2/19/2019  |
| VEN000513                     | DavisVision                     | APP059292   | 2/21/2019 | 101021119 | CUSTOMER SERV- INSURAN | Vision                     | 31.34     | 66257     | 2/21/2019  |
| VEN000534                     | Delta Dental                    | APP059321   | 2/22/2019 | 101021119 | CUSTOMER SERV- INSURAN | Dental Ins                 | 118.64    | 66262     | 2/22/2019  |
| VEN000126                     | Anthem Blue Cross Blue Shield   | APP059325   | 2/22/2019 | 101021119 | CUSTOMER SERV- INSURAN | Medical Ins                | 3,036.93  | 66260     | 2/22/2019  |
| VEN004479                     | Symetra Life Insurance          | APP059478   | 2/28/2019 | 101021119 | CUSTOMER SERV- INSURAN | Symetra Life               | 11.94     | 66263     | 2/28/2019  |
| VEN005717                     | Background Investigation Bureau | APP059683   | 3/5/2019  | 101021349 | CUSTOMER SERV-SERV CO  | Background Ck              | 23.90     |           |            |
| VEN006426                     | DISA Inc                        | APP059718   | 3/5/2019  | 101021349 | CUSTOMER SERV-SERV CO  | New employee background ck | 103.00    |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101021111 | CUSTOMER SERV-SALARY   | sal                        | 9,221.97  |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101021120 | CUSTOMER SERV- FICA/ME | fica                       | 552.12    |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101021120 | CUSTOMER SERV- FICA/ME | med                        | 129.13    |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101021121 | CUSTOMER SERV- PERF    | perf                       | 1,309.56  |           |            |
| Subtotal for Customer Service |                                 |             |           |           |                        |                            | 22,573.84 |           |            |
| Human Resources               |                                 |             |           |           |                        |                            |           |           |            |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101022111 | HR -SALARY             | Payroll                    | 5,148.84  | 500000425 | 2/19/2019  |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101022120 | HR-FICA & MEDICARE     | FICA                       | 305.25    | 500000425 | 2/19/2019  |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101022120 | HR-FICA & MEDICARE     | Medicare                   | 71.38     | 500000425 | 2/19/2019  |
| VEN001537                     | Payroll                         | APP059192   | 2/19/2019 | 101022121 | HR PERF                | PERF                       | 731.13    | 500000425 | 2/19/2019  |
| VEN000513                     | DavisVision                     | APP059292   | 2/21/2019 | 101022119 | HR-HEALTH & DENTAL     | Vision                     | 25.74     | 66257     | 2/21/2019  |
| VEN000534                     | Delta Dental                    | APP059321   | 2/22/2019 | 101022119 | HR-HEALTH & DENTAL     | Dental Ins                 | 126.08    | 66262     | 2/22/2019  |
| VEN000126                     | Anthem Blue Cross Blue Shield   | APP059325   | 2/22/2019 | 101022119 | HR-HEALTH & DENTAL     | Medical Ins                | 3,097.56  | 66260     | 2/22/2019  |
| VEN004479                     | Symetra Life Insurance          | APP059478   | 2/28/2019 | 101022119 | HR-HEALTH & DENTAL     | Symetra Life               | 7.96      | 66263     | 2/28/2019  |
| VEN002123                     | Westfield-Washington Schools    | APP059677   | 3/5/2019  | 101022223 | HR- OFFICE SUPP        | Paper                      | 21.15     |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101022111 | HR -SALARY             | sal                        | 5,148.83  |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101022120 | HR-FICA & MEDICARE     | fica                       | 305.25    |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101022120 | HR-FICA & MEDICARE     | med                        | 71.38     |           |            |
| VEN001537                     | Payroll                         | APP059725   | 3/5/2019  | 101022121 | HR PERF                | perf                       | 731.13    |           |            |
| Subtotal for Human Resources  |                                 |             |           |           |                        |                            | 15,791.68 |           |            |

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|--------------------------------------------|-------------------------------|-------------|-----------|-----------|------------------------|------------------------|--------------|-----------|------------|
| Fund No. Fund Name                         |                               |             |           |           |                        |                        |              |           |            |
| 101                                        | General                       |             |           |           |                        |                        |              |           |            |
| Sport Campus Indoor Event Ctr              |                               |             |           |           |                        |                        |              |           |            |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 101023111 | GP INDOOR-SALARY       | Payroll                | 10,598.52    | 500000425 | 2/19/2019  |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 101023120 | GP INDOOR-FICA/MEDICAR | FICA                   | 640.61       | 500000425 | 2/19/2019  |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 101023120 | GP INDOOR-FICA/MEDICAR | Medicare               | 149.84       | 500000425 | 2/19/2019  |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 101023121 | GP INDOOR-PERF         | PERF                   | 1,353.05     | 500000425 | 2/19/2019  |
| VEN000513                                  | DavisVision                   | APP059292   | 2/21/2019 | 101023119 | GP INDOOR-HEALTH/DENTA | Vision                 | 24.07        | 66257     | 2/21/2019  |
| VEN000534                                  | Delta Dental                  | APP059321   | 2/22/2019 | 101023119 | GP INDOOR-HEALTH/DENTA | Dental Ins             | 62.58        | 66262     | 2/22/2019  |
| VEN000126                                  | Anthem Blue Cross Blue Shield | APP059325   | 2/22/2019 | 101023119 | GP INDOOR-HEALTH/DENTA | Medical Ins            | 2,382.26     | 66260     | 2/22/2019  |
| VEN004479                                  | Symetra Life Insurance        | APP059478   | 2/28/2019 | 101023119 | GP INDOOR-HEALTH/DENTA | Symetra Life           | 11.94        | 66263     | 2/28/2019  |
| VEN001537                                  | Payroll                       | APP059725   | 3/5/2019  | 101023111 | GP INDOOR-SALARY       | sal                    | 10,686.52    |           |            |
| VEN001537                                  | Payroll                       | APP059725   | 3/5/2019  | 101023120 | GP INDOOR-FICA/MEDICAR | fica                   | 646.06       |           |            |
| VEN001537                                  | Payroll                       | APP059725   | 3/5/2019  | 101023120 | GP INDOOR-FICA/MEDICAR | med                    | 151.07       |           |            |
| VEN001537                                  | Payroll                       | APP059725   | 3/5/2019  | 101023121 | GP INDOOR-PERF         | perf                   | 1,353.05     |           |            |
| Subtotal for Sport Campus Indoor Event Ctr |                               |             |           |           |                        |                        | 28,059.57    |           |            |
| Subtotal for Fund 101 General              |                               |             |           |           |                        |                        | 1,478,872.54 |           |            |
| Fund No. Fund Name                         |                               |             |           |           |                        |                        |              |           |            |
| 201                                        | Motor Vehicle Highway (MVH)   |             |           |           |                        |                        |              |           |            |
| Public Works                               |                               |             |           |           |                        |                        |              |           |            |
| VEN001363                                  | Mid-state Truck Equipment     | APP059094   | 2/12/2019 | 201013360 | MVH-VEHICLE REPAIR     | Repair                 | 635.95       |           |            |
| VEN001363                                  | Mid-state Truck Equipment     | APP059095   | 2/12/2019 | 201013472 | MVH-EQUIP              | Parts                  | 2,148.80     |           |            |
| VEN007219                                  | Certified Laboratories        | APP059096   | 2/12/2019 | 201013231 | MVH-SUBGRADE MATERIAL  | Premalube              | 335.74       |           |            |
| VEN007301                                  | Nelson and Frankenberger      | APP059101   | 2/12/2019 | 201013349 | MVH-SERVICES           | ROW and Trail donation | 832.50       |           |            |
| VEN001671                                  | Rieth-Riley Construction      | APP059105   | 2/12/2019 | 201013231 | MVH-SUBGRADE MATERIAL  | Cold mix               | 1,051.56     |           |            |
| VEN006436                                  | Davis Wholesale Supply        | APP059106   | 2/12/2019 | 201013231 | MVH-SUBGRADE MATERIAL  | Rock                   | 4,340.48     |           |            |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 201013111 | MVH-SALARY             | Payroll                | 8,299.07     | 500000425 | 2/19/2019  |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 201013120 | MVH-FICA AND MEDICARE  | FICA                   | 490.74       | 500000425 | 2/19/2019  |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 201013120 | MVH-FICA AND MEDICARE  | Medicare               | 114.76       | 500000425 | 2/19/2019  |
| VEN001537                                  | Payroll                       | APP059192   | 2/19/2019 | 201013121 | MVH-PERF               | PERF                   | 1,178.47     | 500000425 | 2/19/2019  |
| VEN000589                                  | Duke Energy                   | APP059279   | 2/21/2019 | 201013341 | MVH-ELECTRIC           | Electric               | 2,778.38     | 66254     | 2/21/2019  |
| VEN000534                                  | Delta Dental                  | APP059321   | 2/22/2019 | 201013119 | MVH-HEALTH AND DENTAL  | Dental Ins             | 248.94       | 66262     | 2/22/2019  |
| VEN000126                                  | Anthem Blue Cross Blue Shield | APP059325   | 2/22/2019 | 201013119 | MVH-HEALTH AND DENTAL  | Medical Ins            | 3,600.68     | 66260     | 2/22/2019  |
| VEN000332                                  | Cargill                       | APP059432   | 2/11/2019 | 201013231 | MVH-SUBGRADE MATERIAL  | Deicer                 | 11,267.38    |           |            |

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|----------------------------------------------------------|------------------------------|-------------|-----------|-----------|-------------------------|-----------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                                |                              |             |           |           |                         |                       |                   |           |            |
| 201                                                      | Motor Vehicle Highway (MVH)  |             |           |           |                         |                       |                   |           |            |
| <b>Public Works</b>                                      |                              |             |           |           |                         |                       |                   |           |            |
| VEN007207                                                | Car X Tire and Auto          | APP059433   | 2/12/2019 | 201013360 | MVH-VEHICLE REPAIR      | Vehicle repairs       | 76.67             |           |            |
| VEN000975                                                | Indiana Oxygen Company       | APP059434   | 2/12/2019 | 201013345 | MVH-EQUIP REPAIR        | Oxygen and Acetylene  | 208.16            |           |            |
| VEN000332                                                | Cargill                      | APP059435   | 2/12/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Deicer                | 16,152.49         |           |            |
| VEN000332                                                | Cargill                      | APP059435   | 2/12/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Deicer                | 7,824.14          |           |            |
| VEN001504                                                | Paddacks Wrecker Service     | APP059436   | 2/13/2019 | 201013349 | MVH-SERVICES            | Dodge truck towed     | 136.00            |           |            |
| VEN000332                                                | Cargill                      | APP059437   | 2/13/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Deicer                | 15,956.51         |           |            |
| VEN006285                                                | Ceres Solutions Cooperative  | APP059439   | 2/13/2019 | 201013226 | MVH-VEHICLE GAS/ SUPPLI | Unleaded              | 5,695.37          |           |            |
| VEN000332                                                | Cargill                      | APP059441   | 2/14/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Deicer                | 10,846.89         |           |            |
| VEN001504                                                | Paddacks Wrecker Service     | APP059442   | 2/14/2019 | 201013349 | MVH-SERVICES            | Tow                   | 300.00            |           |            |
| VEN000332                                                | Cargill                      | APP059443   | 2/14/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Deicer                | 9,610.50          |           |            |
| VEN003284                                                | Practical Property Group     | APP059445   | 2/14/2019 | 201013349 | MVH-SERVICES            | Snow removal          | 14,725.00         |           |            |
| VEN000332                                                | Cargill                      | APP059446   | 2/15/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Deicer                | 14,617.35         |           |            |
| VEN001384                                                | Milestone Contractors LP     | APP059448   | 2/19/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Surface               | 622.44            |           |            |
| VEN002123                                                | Westfield-Washington Schools | APP059451   | 2/19/2019 | 201013226 | MVH-VEHICLE GAS/ SUPPLI | Diesel                | 8,718.86          |           |            |
| VEN000975                                                | Indiana Oxygen Company       | APP059453   | 2/20/2019 | 201013345 | MVH-EQUIP REPAIR        | Aly Mix and Oxy       | 47.64             |           |            |
| VEN001671                                                | Rieth-Riley Construction     | APP059454   | 2/20/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Cold mix              | 1,286.16          |           |            |
| VEN001384                                                | Milestone Contractors LP     | APP059460   | 2/25/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Surface               | 1,022.59          |           |            |
| VEN001708                                                | RPM Machinery                | APP059462   | 2/26/2019 | 201013345 | MVH-EQUIP REPAIR        | Wheel loader          | 3,957.00          |           |            |
| VEN001384                                                | Milestone Contractors LP     | APP059463   | 2/27/2019 | 201013231 | MVH-SUBGRADE MATERIAL   | Surface               | 942.22            |           |            |
| VEN004479                                                | Symetra Life Insurance       | APP059478   | 2/28/2019 | 201013119 | MVH-HEALTH AND DENTAL   | Symetra Life          | 15.92             | 66263     | 2/28/2019  |
| VEN002613                                                | Ermco Inc                    | APP059612   | 3/4/2019  | 201013472 | MVH-EQUIP               | Troubleshoot lighting | 1,840.00          |           |            |
| VEN001504                                                | Paddacks Wrecker Service     | APP059613   | 3/4/2019  | 201013349 | MVH-SERVICES            | Dump truck tow        | 300.00            |           |            |
| VEN000419                                                | Clark Truck Equipment        | APP059657   | 3/5/2019  | 201013345 | MVH-EQUIP REPAIR        | Repairs               | 589.04            |           |            |
| VEN003284                                                | Practical Property Group     | APP059667   | 3/5/2019  | 201013349 | MVH-SERVICES            | Snow                  | 11,050.00         |           |            |
| VEN001537                                                | Payroll                      | APP059725   | 3/5/2019  | 201013111 | MVH-SALARY              | sal                   | 8,426.69          |           |            |
| VEN001537                                                | Payroll                      | APP059725   | 3/5/2019  | 201013120 | MVH-FICA AND MEDICARE   | fica                  | 504.85            |           |            |
| VEN001537                                                | Payroll                      | APP059725   | 3/5/2019  | 201013120 | MVH-FICA AND MEDICARE   | med                   | 118.08            |           |            |
| VEN001537                                                | Payroll                      | APP059725   | 3/5/2019  | 201013121 | MVH-PERF                | perf                  | 1,196.59          |           |            |
| <b>Subtotal for Public Works</b>                         |                              |             |           |           |                         |                       | <b>174,110.61</b> |           |            |
| <b>Subtotal for Fund 201 Motor Vehicle Highway (MVH)</b> |                              |             |           |           |                         |                       | <b>174,110.61</b> |           |            |

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|---------------------------------------------------|-----------------------------|-------------|-----------|-----------|-------------------------|------------------------------|------------|-----------|------------|
| Fund No. Fund Name                                |                             |             |           |           |                         |                              |            |           |            |
| 202                                               | Local Road and Street (LRS) |             |           |           |                         |                              |            |           |            |
|                                                   | Public Works                |             |           |           |                         |                              |            |           |            |
| VEN007302                                         | Mailbox Pro                 | APP059103   | 2/12/2019 | 202013228 | LRS-SIGNS AND POSTS     | Mailbox repair               | 229.00     |           |            |
| VEN001368                                         | Midwestern Electric         | APP059611   | 3/4/2019  | 202013349 | LRS-SERVICES            | GHP and G Road               | 603.00     |           |            |
|                                                   | Subtotal for Public Works   |             |           |           |                         |                              | 832.00     |           |            |
| Subtotal for Fund 202 Local Road and Street (LRS) |                             |             |           |           |                         |                              | 832.00     |           |            |
| Fund No. Fund Name                                |                             |             |           |           |                         |                              |            |           |            |
| 203                                               | Fire Operating              |             |           |           |                         |                              |            |           |            |
|                                                   | Fire                        |             |           |           |                         |                              |            |           |            |
| VEN003729                                         | Metronet                    | APP059048   | 2/7/2019  | 203012343 | FIRE-BUILDING MAINTENAN | PSB                          | 58.12      | 66192     | 2/11/2019  |
| VEN002336                                         | Citizens Westfield          | APP059052   | 2/7/2019  | 203012328 | FIRE-GAS/HEAT           | Gas Heat                     | 698.54     | 66144     | 2/11/2019  |
| VEN007062                                         | McGriff Insurance           | APP059073   | 2/8/2019  | 203012339 | FIRE-INSURANCE          |                              | 5,700.81   | 66120     | 2/8/2019   |
| VEN007303                                         | PayGov                      | APP059085   | 2/11/2019 | 203012349 | FIRE-SERVICES           | refund for EMS billing       | 72.74      | 66241     | 2/11/2019  |
| VEN007062                                         | McGriff Insurance           | APP059090   | 2/12/2019 | 203012339 | FIRE-INSURANCE          | 1 of 4 inst Insurance        | 3,586.47   | 66243     | 2/12/2019  |
| VEN002336                                         | Citizens Westfield          | APP059126   | 2/12/2019 | 203012342 | FIRE-WATER/SEWER        | Sta 83                       | 478.56     | 66244     | 2/13/2019  |
| VEN002336                                         | Citizens Westfield          | APP059128   | 2/12/2019 | 203012328 | FIRE-GAS/HEAT           | Heat                         | 309.19     | 66244     | 2/13/2019  |
| VEN002048                                         | Vectren                     | APP059151   | 2/14/2019 | 203012328 | FIRE-GAS/HEAT           | Heat                         | 170.38     | 66252     | 2/14/2019  |
| VEN005845                                         | Kinetrex Energy             | APP059155   | 2/14/2019 | 203012328 | FIRE-GAS/HEAT           | Heat                         | 343.99     | 66251     | 2/14/2019  |
| VEN005845                                         | Kinetrex Energy             | APP059155   | 2/14/2019 | 203012328 | FIRE-GAS/HEAT           | Heat                         | 187.63     | 66251     | 2/14/2019  |
| VEN005845                                         | Kinetrex Energy             | APP059155   | 2/14/2019 | 203012328 | FIRE-GAS/HEAT           | Heat                         | 911.99     | 66251     | 2/14/2019  |
| VEN002336                                         | Citizens Westfield          | APP059191   | 2/19/2019 | 203012342 | FIRE-WATER/SEWER        | Stored Water for Station 82  | 92.00      | 66253     | 2/19/2019  |
| VEN001537                                         | Payroll                     | APP059192   | 2/19/2019 | 203012111 | FIRE-SALARY             | Payroll                      | 207,767.14 | 500000425 | 2/19/2019  |
| VEN001537                                         | Payroll                     | APP059192   | 2/19/2019 | 203012111 | FIRE-SALARY             | PEHP Plan                    | 48,550.32  | 500000425 | 2/19/2019  |
| VEN001537                                         | Payroll                     | APP059192   | 2/19/2019 | 203012120 | FIRE-FICA AND MEDICARE  | FICA                         | 12,338.82  | 500000425 | 2/19/2019  |
| VEN001537                                         | Payroll                     | APP059192   | 2/19/2019 | 203012120 | FIRE-FICA AND MEDICARE  | Medicare                     | 2,885.66   | 500000425 | 2/19/2019  |
| VEN001537                                         | Payroll                     | APP059192   | 2/19/2019 | 203012121 | FIRE-PERF               | PERF                         | 31,604.69  | 500000425 | 2/19/2019  |
| VEN007324                                         | Alexis Fire Equipment Co    | APP059206   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT      | E82 valve parts              | 71.95      |           |            |
| VEN007324                                         | Alexis Fire Equipment Co    | APP059207   | 2/19/2019 | 203012472 | FIRE-EQUIP              | cap w/ chain k-coat          | 132.94     |           |            |
| VEN001417                                         | Napa Auto Parts             | APP059208   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT      | vehicle maintenance          | 2,915.45   |           |            |
| VEN005980                                         | Fire Services Inc           | APP059209   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT      | E82, E83 fenderettes and gas | 650.48     |           |            |
| VEN000903                                         | Hoosier Fire Equipment      | APP059210   | 2/19/2019 | 203012472 | FIRE-EQUIP              | fire hooks                   | 286.60     |           |            |
| VEN000065                                         | Airgas Mid America          | APP059211   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES | oxygen                       | 74.92      |           |            |
| VEN000682                                         | Fastenal                    | APP059212   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT      | supply                       | 9.62       |           |            |



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|---------------------------|----------------------------------|-------------|-----------|-----------|--------------------------|--------------------------------|-----------|-----------|------------|
| <b>Fund No. Fund Name</b> |                                  |             |           |           |                          |                                |           |           |            |
| <b>203 Fire Operating</b> |                                  |             |           |           |                          |                                |           |           |            |
| <b>Fire</b>               |                                  |             |           |           |                          |                                |           |           |            |
| VEN006043                 | ReadyRefresh by Nestle           | APP059213   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | water                          | 9.58      |           |            |
| VEN000682                 | Fastenal                         | APP059214   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT       | supply                         | 18.49     |           |            |
| VEN001615                 | Public Safety Medical Services   | APP059215   | 2/19/2019 | 203012354 | FIRE-MEDICAL EXAMS/TEST  | blood draws                    | 13,034.36 |           |            |
| VEN000682                 | Fastenal                         | APP059216   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT       | supply                         | 44.85     |           |            |
| VEN001615                 | Public Safety Medical Services   | APP059217   | 2/19/2019 | 203012354 | FIRE-MEDICAL EXAMS/TEST  | Fit for duty- Maners           | 205.95    |           |            |
| VEN001615                 | Public Safety Medical Services   | APP059218   | 2/19/2019 | 203012354 | FIRE-MEDICAL EXAMS/TEST  | Clear Path- Lamp               | 76.88     |           |            |
| VEN000065                 | Airgas Mid America               | APP059219   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | oxygen                         | 16.14     |           |            |
| VEN001817                 | Spill 911 Inc                    | APP059220   | 2/19/2019 | 203012242 | FIRE-HAZMAT              | Loose-Dri                      | 637.60    |           |            |
| VEN000065                 | Airgas Mid America               | APP059221   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | cylinder rental                | 105.53    |           |            |
| VEN000065                 | Airgas Mid America               | APP059221   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | cylinder rental                | 221.53    |           |            |
| VEN000682                 | Fastenal                         | APP059222   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT       | supply                         | 45.36     |           |            |
| VEN004132                 | Clean Air Concepts               | APP059223   | 2/19/2019 | 203012472 | FIRE-EQUIP               | ballast transformer            | 180.53    |           |            |
| VEN000065                 | Airgas Mid America               | APP059224   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | cylinder rental                | 215.71    |           |            |
| VEN000200                 | Batteries Plus                   | APP059225   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | batteries for airpacks, spares | 308.40    |           |            |
| VEN000682                 | Fastenal                         | APP059226   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT       | supply                         | 147.19    |           |            |
| VEN005648                 | Task Force 1 Inc                 | APP059227   | 2/19/2019 | 203012334 | FIRE-TRAVEL/TRAINING/SE  | building construction class    | 600.00    |           |            |
| VEN000266                 | Bound Tree Medical               | APP059228   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | defib mount                    | 984.52    |           |            |
| VEN001698                 | Rogue Fitness                    | APP059229   | 2/19/2019 | 203012472 | FIRE-EQUIP               | echo bike                      | 750.00    |           |            |
| VEN006285                 | Ceres Solutions Cooperative      | APP059230   | 2/19/2019 | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | fuel                           | 695.69    |           |            |
| VEN006285                 | Ceres Solutions Cooperative      | APP059230   | 2/19/2019 | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | fuel                           | 851.43    |           |            |
| VEN006285                 | Ceres Solutions Cooperative      | APP059230   | 2/19/2019 | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | fuel                           | 469.53    |           |            |
| VEN006285                 | Ceres Solutions Cooperative      | APP059230   | 2/19/2019 | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | fuel                           | 840.36    |           |            |
| VEN001395                 | Moore Medical LLC                | APP059231   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | cannulas                       | 56.39     |           |            |
| VEN005980                 | Fire Services Inc                | APP059232   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT       | E82 seat belts                 | 987.13    |           |            |
| VEN001050                 | IU Health Ball Memorial Hospital | APP059233   | 2/19/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | January 2019 medications       | 235.44    |           |            |
| VEN000483                 | Cummins Crosspoint LLC           | APP059234   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT       | supply-filters                 | 273.86    |           |            |
| VEN000975                 | Indiana Oxygen Company           | APP059235   | 2/19/2019 | 203012472 | FIRE-EQUIP               | O2 cylinders                   | 59.51     |           |            |
| VEN002353                 | Boldens Cleaners                 | APP059236   | 2/19/2019 | 203012229 | FIRE-UNIFORMS            | January 2019 dry cleaning      | 119.20    |           |            |
| VEN005980                 | Fire Services Inc                | APP059237   | 2/19/2019 | 203012360 | FIRE-VEHICLE MAINT       | E82 guages                     | 439.83    |           |            |
| VEN001942                 | The Uniform House Inc            | APP059238   | 2/19/2019 | 203012229 | FIRE-UNIFORMS            | uniform- Klingensmith          | 113.00    |           |            |
| VEN001942                 | The Uniform House Inc            | APP059239   | 2/19/2019 | 203012229 | FIRE-UNIFORMS            | uniform- Crail                 | 113.00    |           |            |
| VEN001942                 | The Uniform House Inc            | APP059240   | 2/19/2019 | 203012229 | FIRE-UNIFORMS            | dress blouse- maners           | 59.20     |           |            |

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|---------------------------|---------------------------------------|-------------|-----------|-----------|--------------------------|------------------------------|-----------|-----------|------------|
| <b>Fund No. Fund Name</b> |                                       |             |           |           |                          |                              |           |           |            |
| <b>203 Fire Operating</b> |                                       |             |           |           |                          |                              |           |           |            |
| <b>Fire</b>               |                                       |             |           |           |                          |                              |           |           |            |
| VEN001942                 | The Uniform House Inc                 | APP059241   | 2/19/2019 | 203012229 | FIRE-UNIFORMS            | trenchcoat- Maners           | 182.99    |           |            |
| VEN001942                 | The Uniform House Inc                 | APP059242   | 2/19/2019 | 203012229 | FIRE-UNIFORMS            | uniform buttons              | 11.12     |           |            |
| VEN000903                 | Hoosier Fire Equipment                | APP059243   | 2/19/2019 | 203012229 | FIRE-UNIFORMS            | Fire Vests                   | 1,302.70  |           |            |
| VEN000589                 | Duke Energy                           | APP059279   | 2/21/2019 | 203012341 | FIRE-ELECTRIC            | Electric                     | 2,177.21  | 66254     | 2/21/2019  |
| VEN000589                 | Duke Energy                           | APP059279   | 2/21/2019 | 203012341 | FIRE-ELECTRIC            | Electric                     | 1,136.85  | 66254     | 2/21/2019  |
| VEN000589                 | Duke Energy                           | APP059279   | 2/21/2019 | 203012341 | FIRE-ELECTRIC            | Electric                     | 672.32    | 66254     | 2/21/2019  |
| VEN000589                 | Duke Energy                           | APP059279   | 2/21/2019 | 203012346 | FIRE-TORNADO SIREN       | Electric                     | 63.07     | 66254     | 2/21/2019  |
| VEN001988                 | Travelers                             | APP059281   | 2/21/2019 | 203012339 | FIRE-INSURANCE           | Travelers 1st inst           | 10,699.55 | 66255     | 2/21/2019  |
| VEN002336                 | Citizens Westfield                    | APP059282   | 2/21/2019 | 203012342 | FIRE-WATER/SEWER         | water/sewer                  | 312.50    | 66256     | 2/21/2019  |
| VEN000513                 | DavisVision                           | APP059292   | 2/21/2019 | 203012119 | FIRE-HEALTH AND DENTAL   | Vision                       | 790.18    | 66257     | 2/21/2019  |
| VEN000534                 | Delta Dental                          | APP059321   | 2/22/2019 | 203012119 | FIRE-HEALTH AND DENTAL   | Dental Ins                   | 4,172.82  | 66262     | 2/22/2019  |
| VEN000126                 | Anthem Blue Cross Blue Shield         | APP059325   | 2/22/2019 | 203012119 | FIRE-HEALTH AND DENTAL   | Medical Ins                  | 82,160.97 | 66260     | 2/22/2019  |
| VEN000849                 | Hamilton County Treasurer             | APP059373   | 2/19/2019 | 203012336 | FIRE-DISPATCH SERVICE    | E911 1st inst                | 76,850.03 |           |            |
| VEN006285                 | Ceres Solutions Cooperative           | APP059439   | 2/13/2019 | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | Unleaded                     | 1,097.66  |           |            |
| VEN004479                 | Symetra Life Insurance                | APP059478   | 2/28/2019 | 203012119 | FIRE-HEALTH AND DENTAL   | Symetra Life                 | 286.56    | 66263     | 2/28/2019  |
| VEN002336                 | Citizens Westfield                    | APP059526   | 3/4/2019  | 203012342 | FIRE-WATER/SEWER         | Sta 82                       | 218.27    |           |            |
| VEN006285                 | Ceres Solutions Cooperative           | APP059575   | 3/4/2019  | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | fuel                         | 1,163.73  |           |            |
| VEN006285                 | Ceres Solutions Cooperative           | APP059576   | 3/4/2019  | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | fuel                         | 1,005.36  |           |            |
| VEN002028                 | UPS                                   | APP059577   | 3/4/2019  | 203012333 | FIRE-POSTAGE             | postage                      | 9.84      |           |            |
| VEN005006                 | Team Pride Athletic Apparel           | APP059578   | 3/4/2019  | 203012229 | FIRE-UNIFORMS            | tennis shoes                 | 194.17    |           |            |
| VEN006666                 | SG Collaborative Soutlions            | APP059579   | 3/4/2019  | 203012334 | FIRE-TRAVEL/TRAINING/SE  | RMT training                 | 1,500.00  |           |            |
| VEN001341                 | MES-Indiana                           | APP059580   | 3/4/2019  | 203012229 | FIRE-UNIFORMS            | boots                        | 372.16    |           |            |
| VEN001838                 | Steve Lamp                            | APP059581   | 3/4/2019  | 203012224 | FIRE-OPERATING SUPPLIES  | reimburse for plaques bought | 19.00     |           |            |
| VEN000065                 | Airgas Mid America                    | APP059582   | 3/4/2019  | 203012224 | FIRE-OPERATING SUPPLIES  | oxygen                       | 58.78     |           |            |
| VEN000065                 | Airgas Mid America                    | APP059583   | 3/4/2019  | 203012224 | FIRE-OPERATING SUPPLIES  | Oxygen                       | 16.14     |           |            |
| VEN005146                 | Konica Minolta Business               | APP059584   | 3/4/2019  | 203012223 | FIRE-OFFICE SUPPLIES     | printer ink                  | 4.37      |           |            |
| VEN005146                 | Konica Minolta Business               | APP059585   | 3/4/2019  | 203012223 | FIRE-OFFICE SUPPLIES     | printer ink                  | 14.30     |           |            |
| VEN007353                 | Reliable Transmission Service Midwest | APP059586   | 3/4/2019  | 203012360 | FIRE-VEHICLE MAINT       | E382 transmission control    | 1,058.55  |           |            |
| VEN007352                 | Gear Wash LLC                         | APP059587   | 3/4/2019  | 203012229 | FIRE-UNIFORMS            | uniform service              | 144.13    |           |            |
| VEN007352                 | Gear Wash LLC                         | APP059588   | 3/4/2019  | 203012229 | FIRE-UNIFORMS            | uniform service              | 53.99     |           |            |
| VEN007352                 | Gear Wash LLC                         | APP059589   | 3/4/2019  | 203012229 | FIRE-UNIFORMS            | uniform service              | 77.15     |           |            |
| VEN007354                 | Ikhlil Sichuga                        | APP059590   | 3/4/2019  | 203012349 | FIRE-SERVICES            | patient reimbursement        | 720.55    |           |            |

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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 |
|---------------------------------------------|---------------------------------|-------------|----------|-----------|--------------------------|-------------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                   |                                 |             |          |           |                          |                               |                   |           |            |
| <b>203 Fire Operating</b>                   |                                 |             |          |           |                          |                               |                   |           |            |
| <b>Fire</b>                                 |                                 |             |          |           |                          |                               |                   |           |            |
| VEN007355                                   | IMS Alliance                    | APP059591   | 3/4/2019 | 203012229 | FIRE-UNIFORMS            | name tags                     | 37.00             |           |            |
| VEN002727                                   | Steve Miller                    | APP059592   | 3/4/2019 | 203012229 | FIRE-UNIFORMS            | tennis shoe reimbursement     | 50.00             |           |            |
| VEN000266                                   | Bound Tree Medical              | APP059593   | 3/4/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | EMS supplies                  | 385.86            |           |            |
| VEN000903                                   | Hoosier Fire Equipment          | APP059594   | 3/4/2019 | 203012349 | FIRE-SERVICES            | Service to airpaks            | 509.65            |           |            |
| VEN005587                                   | Kronos Inc                      | APP059595   | 3/4/2019 | 203012349 | FIRE-SERVICES            | Telestaff                     | 100.39            |           |            |
| VEN001264                                   | Love At First Sight             | APP059596   | 3/4/2019 | 203012347 | FIRE-PROMOTIONS          | flower arrangement            | 89.00             |           |            |
| VEN005584                                   | The Accumed Group               | APP059597   | 3/4/2019 | 203012349 | FIRE-SERVICES            | EMS billing service           | 2,928.35          |           |            |
| VEN005587                                   | Kronos Inc                      | APP059598   | 3/4/2019 | 203012349 | FIRE-SERVICES            | Telestaff                     | 1,871.40          |           |            |
| VEN001615                                   | Public Safety Medical Services  | APP059599   | 3/4/2019 | 203012354 | FIRE-MEDICAL EXAMS/TEST  | Testing for Crane             | 419.44            |           |            |
| VEN000682                                   | Fastenal                        | APP059600   | 3/4/2019 | 203012360 | FIRE-VEHICLE MAINT       | vehicle maintenance           | 65.66             |           |            |
| VEN005980                                   | Fire Services Inc               | APP059601   | 3/4/2019 | 203012360 | FIRE-VEHICLE MAINT       | air gauges and fuel           | 163.79            |           |            |
| VEN000781                                   | Global Emergency Products       | APP059602   | 3/4/2019 | 203012360 | FIRE-VEHICLE MAINT       | E381 parts                    | 383.65            |           |            |
| VEN001615                                   | Public Safety Medical Services  | APP059603   | 3/4/2019 | 203012354 | FIRE-MEDICAL EXAMS/TEST  | testing for Johnson           | 419.44            |           |            |
| VEN001615                                   | Public Safety Medical Services  | APP059604   | 3/4/2019 | 203012354 | FIRE-MEDICAL EXAMS/TEST  | Blood draws- Crail, Dickover, | 679.20            |           |            |
| VEN000488                                   | Custom Truck and Auto           | APP059605   | 3/4/2019 | 203012360 | FIRE-VEHICLE MAINT       | E80 repairs                   | 5,407.21          |           |            |
| VEN000488                                   | Custom Truck and Auto           | APP059606   | 3/4/2019 | 203012360 | FIRE-VEHICLE MAINT       | E82 repair                    | 115.50            |           |            |
| VEN000345                                   | Cave and Company Printing       | APP059607   | 3/4/2019 | 203012337 | FIRE-PRINTING            | business cards for Duane Qu   | 37.82             |           |            |
| VEN006285                                   | Ceres Solutions Cooperative     | APP059617   | 3/4/2019 | 203012226 | FIRE-VEHICLE GAS/SUPPLIE | fuel                          | 158.40            |           |            |
| VEN005980                                   | Fire Services Inc               | APP059669   | 3/5/2019 | 203012360 | FIRE-VEHICLE MAINT       | ALF trucks                    | 237.98            |           |            |
| VEN001569                                   | Physio Control                  | APP059670   | 3/5/2019 | 203012472 | FIRE-EQUIP               | patient cables                | 1,519.80          |           |            |
| VEN005980                                   | Fire Services Inc               | APP059671   | 3/5/2019 | 203012360 | FIRE-VEHICLE MAINT       | E82 air guage                 | 74.12             |           |            |
| VEN006043                                   | ReadyRefresh by Nestle          | APP059672   | 3/5/2019 | 203012224 | FIRE-OPERATING SUPPLIES  | water cooler, water           | 49.76             |           |            |
| VEN005717                                   | Background Investigation Bureau | APP059683   | 3/5/2019 | 203012349 | FIRE-SERVICES            | Background Ck                 | 35.85             |           |            |
| VEN001537                                   | Payroll                         | APP059725   | 3/5/2019 | 203012111 | FIRE-SALARY              | sal                           | 215,635.94        |           |            |
| VEN001537                                   | Payroll                         | APP059725   | 3/5/2019 | 203012120 | FIRE-FICA AND MEDICARE   | fica                          | 12,825.75         |           |            |
| VEN001537                                   | Payroll                         | APP059725   | 3/5/2019 | 203012120 | FIRE-FICA AND MEDICARE   | med                           | 2,999.53          |           |            |
| VEN001537                                   | Payroll                         | APP059725   | 3/5/2019 | 203012121 | FIRE-PERF                | perf                          | 31,502.12         |           |            |
| <b>Subtotal for Fire</b>                    |                                 |             |          |           |                          |                               | <b>810,064.83</b> |           |            |
| <b>Subtotal for Fund 203 Fire Operating</b> |                                 |             |          |           |                          |                               | <b>810,064.83</b> |           |            |

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|---------------------|-------------------------------------------------------|-------------|-----------|-----------|-----------------------|---------------------------------|-------------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                                      |             |           |           |                       |                                 |                   |           |            |
| <b>204</b>          | <b>Park Impact</b>                                    |             |           |           |                       |                                 |                   |           |            |
|                     | <b>Public Works</b>                                   |             |           |           |                       |                                 |                   |           |            |
| VEN000517           | Daystar Directional Drilling                          | APP059459   | 2/25/2019 | 204013474 | PW-PARK IMPACT CONSTR | DWA                             | 2,142.04          |           |            |
| VEN006491           | Recreation Unlimited Inc                              | APP059507   | 3/4/2019  | 204013474 | PW-PARK IMPACT CONSTR | Freedom Trail Playground Sur    | 85,142.17         |           |            |
| VEN006491           | Recreation Unlimited Inc                              | APP059508   | 3/4/2019  | 204013474 | PW-PARK IMPACT CONSTR | Simon Moon Playground Surf      | 64,824.86         |           |            |
| VEN006826           | United Construction Services LLC                      | APP059525   | 3/4/2019  | 204013474 | PW-PARK IMPACT CONSTR | Monon 7 - Non-participating C   | 8,651.78          |           |            |
|                     | <b>Subtotal for Public Works</b>                      |             |           |           |                       |                                 | <b>160,760.85</b> |           |            |
|                     | <b>Subtotal for Fund 204 Park Impact</b>              |             |           |           |                       |                                 | <b>160,760.85</b> |           |            |
| <b>Fund No.</b>     | <b>Fund Name</b>                                      |             |           |           |                       |                                 |                   |           |            |
| <b>206</b>          | <b>Parks Programming/Events</b>                       |             |           |           |                       |                                 |                   |           |            |
|                     | <b>Parks</b>                                          |             |           |           |                       |                                 |                   |           |            |
| VEN000243           | Blonde Entertainment                                  | APP059097   | 2/12/2019 | 206005347 | PARKS PROGRAM-PROMOT  | WR4                             | 750.00            |           |            |
| VEN000480           | CSI Signs                                             | APP059099   | 2/12/2019 | 206005347 | PARKS PROGRAM-PROMOT  | WIL                             | 65.00             |           |            |
| VEN000905           | Hoosier Portable Restroom                             | APP059659   | 3/5/2019  | 206005347 | PARKS PROGRAM-PROMOT  | Melt the Trail                  | 380.00            |           |            |
| VEN000229           | Beth Maier Photography                                | APP059660   | 3/5/2019  | 206005349 | PARKS PROGRAM-SERVICE | Melt the Trail                  | 150.00            |           |            |
| VEN007331           | RaceMaker Productions LLC                             | APP059661   | 3/5/2019  | 206005347 | PARKS PROGRAM-PROMOT  | Melt the Trails                 | 1,449.16          |           |            |
| VEN006804           | Creating Brand Legacy Worldwide                       | APP059663   | 3/5/2019  | 206005347 | PARKS PROGRAM-PROMOT  | Melt the Trail                  | 1,462.50          |           |            |
|                     | <b>Subtotal for Parks</b>                             |             |           |           |                       |                                 | <b>4,256.66</b>   |           |            |
|                     | <b>Subtotal for Fund 206 Parks Programming/Events</b> |             |           |           |                       |                                 | <b>4,256.66</b>   |           |            |
| <b>Fund No.</b>     | <b>Fund Name</b>                                      |             |           |           |                       |                                 |                   |           |            |
| <b>239</b>          | <b>Law Enforcement</b>                                |             |           |           |                       |                                 |                   |           |            |
|                     | <b>Police</b>                                         |             |           |           |                       |                                 |                   |           |            |
| VEN001225           | Law Enforcement Training Board                        | APP059186   | 2/19/2019 | 239002334 | LAW ENFORCE-TRAVEL/TR | Instructor Recertifications - H | 100.00            |           |            |
| VEN001178           | Kiesler's Police Supply                               | APP059190   | 2/19/2019 | 239002334 | LAW ENFORCE-TRAVEL/TR | 9MM Ammo                        | 8,632.35          |           |            |
| VEN000685           | FBINAA Of Indiana                                     | APP059574   | 3/4/2019  | 239002334 | LAW ENFORCE-TRAVEL/TR | Spring Business Meeting         | 40.00             | 66267     | 3/4/2019   |
|                     | <b>Subtotal for Police</b>                            |             |           |           |                       |                                 | <b>8,772.35</b>   |           |            |
|                     | <b>Subtotal for Fund 239 Law Enforcement</b>          |             |           |           |                       |                                 | <b>8,772.35</b>   |           |            |



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|-----------------------------------------------------------------|-------------------------------------------|-------------|-----------|-----------|-------------------------|---------------------------------|-----------|-----------|------------|
| Fund No. Fund Name                                              |                                           |             |           |           |                         |                                 |           |           |            |
| 264                                                             | Road and Street Improvement (Road Impact) |             |           |           |                         |                                 |           |           |            |
| Public Works                                                    |                                           |             |           |           |                         |                                 |           |           |            |
| VEN002019                                                       | United Consulting                         | APP059109   | 2/12/2019 | 264013349 | ROAD IMPACT-SERVICES    | Towne Road Inspection Contr     | 2,240.68  |           |            |
| VEN002019                                                       | United Consulting                         | APP059112   | 2/12/2019 | 264013349 | ROAD IMPACT-SERVICES    | HSIP Intersection Lighting - In | 2,284.00  |           |            |
| VEN000010                                                       | A and F Engineering                       | APP059150   | 2/14/2019 | 264013349 | ROAD IMPACT-SERVICES    | 161st and Spring Mill RAB Fin   | 3,203.75  |           |            |
| VEN002019                                                       | United Consulting                         | APP059397   | 2/27/2019 | 264013349 | ROAD IMPACT-SERVICES    | HSIP Intersection Lighting - In | 5,811.52  |           |            |
| VEN000103                                                       | American Structurepoint Inc               | APP059522   | 3/4/2019  | 264013349 | ROAD IMPACT-SERVICES    | East Street North Ext - PE and  | 26,211.00 |           |            |
| Subtotal for Public Works                                       |                                           |             |           |           |                         |                                 | 39,750.95 |           |            |
| Subtotal for Fund 264 Road and Street Improvement (Road Impact) |                                           |             |           |           |                         |                                 | 39,750.95 |           |            |
| Fund No. Fund Name                                              |                                           |             |           |           |                         |                                 |           |           |            |
| 269                                                             | Training Facility Center                  |             |           |           |                         |                                 |           |           |            |
| Public Safety (Police and Fire)                                 |                                           |             |           |           |                         |                                 |           |           |            |
| VEN002048                                                       | Vectren                                   | APP059129   | 2/12/2019 | 269014328 | TRAINING FAC-HEAT/GAS   | Training Facility               | 94.56     | 66246     | 2/13/2019  |
| VEN000434                                                       | Comcast Cable                             | APP059130   | 2/12/2019 | 269014350 | TRAINING FAC-SUBSCRIPTI | Training Facility               | 293.04    | 66245     | 2/13/2019  |
| VEN005845                                                       | Kinetrex Energy                           | APP059155   | 2/14/2019 | 269014328 | TRAINING FAC-HEAT/GAS   | Heat                            | 162.69    | 66251     | 2/14/2019  |
| VEN000589                                                       | Duke Energy                               | APP059279   | 2/21/2019 | 269014341 | TRAINING FAC-ELECTRIC   | Electric                        | 440.80    | 66254     | 2/21/2019  |
| VEN000405                                                       | Citizens Energy Group                     | APP059327   | 2/22/2019 | 269014342 | TRAINING FAC-WATER/SEW  | Water TF                        | 30.11     | 66261     | 2/22/2019  |
| VEN000905                                                       | Hoosier Portable Restroom                 | APP059608   | 3/4/2019  | 269014349 | TRAINING FAC-SERVICES   | service 12/29 to 2/23           | 160.00    |           |            |
| Subtotal for Public Safety (Police and Fire)                    |                                           |             |           |           |                         |                                 | 1,181.20  |           |            |
| Subtotal for Fund 269 Training Facility Center                  |                                           |             |           |           |                         |                                 | 1,181.20  |           |            |
| Fund No. Fund Name                                              |                                           |             |           |           |                         |                                 |           |           |            |
| 325                                                             | Eagletown TIF 2016 Capital Pro            |             |           |           |                         |                                 |           |           |            |
| Public Works                                                    |                                           |             |           |           |                         |                                 |           |           |            |
| VEN002225                                                       | Butler Fairman and Seufert                | APP059393   | 2/27/2019 | 325018349 | EAGLETOWN TIF BOND SV   | Ditch Rd replaces PO3513        | 7,015.00  |           |            |
| Subtotal for Public Works                                       |                                           |             |           |           |                         |                                 | 7,015.00  |           |            |
| Subtotal for Fund 325 Eagletown TIF 2016 Capital Pro            |                                           |             |           |           |                         |                                 | 7,015.00  |           |            |

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|-------------------------------------------------|---------------------------|-------------|-----------|-----------|-------------------------|-------------------------------|------------|-----------|------------|
| Fund No. Fund Name                              |                           |             |           |           |                         |                               |            |           |            |
| 346                                             | Go Bond 2018              |             |           |           |                         |                               |            |           |            |
| Public Works                                    |                           |             |           |           |                         |                               |            |           |            |
| VEN000859                                       | Hare Chevrolet            | APP059447   | 2/15/2019 | 346013473 | GO BOND 2018 PW VEHICL  | 2019 Silverado                | 27,268.65  |           |            |
| VEN000859                                       | Hare Chevrolet            | APP059447   | 2/15/2019 | 346013473 | GO BOND 2018 PW VEHICL  | 2019 Silverado                | 27,268.65  |           |            |
| VEN001154                                       | Kahlo Jeep                | APP059456   | 2/21/2019 | 346013473 | GO BOND 2018 PW VEHICL  | Dodge Truck                   | 39,997.00  |           |            |
| Subtotal for Public Works                       |                           |             |           |           |                         |                               | 94,534.30  |           |            |
| Subtotal for Fund 346 Go Bond 2018              |                           |             |           |           |                         |                               | 94,534.30  |           |            |
| Fund No. Fund Name                              |                           |             |           |           |                         |                               |            |           |            |
| 401                                             | Cum. Capital Improvement  |             |           |           |                         |                               |            |           |            |
| Administration                                  |                           |             |           |           |                         |                               |            |           |            |
| VEN005975                                       | Darrell Brooks Painting   | APP059523   | 3/4/2019  | 401001474 | CUMCAP IMP-ADM CON CO   | Interior painting CSC         | 13,560.00  |           |            |
| Subtotal for Administration                     |                           |             |           |           |                         |                               | 13,560.00  |           |            |
| Subtotal for Fund 401 Cum. Capital Improvement  |                           |             |           |           |                         |                               | 13,560.00  |           |            |
| Fund No. Fund Name                              |                           |             |           |           |                         |                               |            |           |            |
| 584                                             | Monon 5 Bridge O 32 Grant |             |           |           |                         |                               |            |           |            |
| Public Works                                    |                           |             |           |           |                         |                               |            |           |            |
| VEN002019                                       | United Consulting         | APP059111   | 2/12/2019 | 584013349 | MONON 5 BRIDGE O 32 GRA | Monon 5 (Bridge over SR 32)   | 25,647.75  |           |            |
| VEN002019                                       | United Consulting         | APP059394   | 2/27/2019 | 584013349 | MONON 5 BRIDGE O 32 GRA | Monon 5 (Bridge over SR 32)   | 16,842.45  |           |            |
| Subtotal for Public Works                       |                           |             |           |           |                         |                               | 42,490.20  |           |            |
| Subtotal for Fund 584 Monon 5 Bridge O 32 Grant |                           |             |           |           |                         |                               | 42,490.20  |           |            |
| Fund No. Fund Name                              |                           |             |           |           |                         |                               |            |           |            |
| 590                                             | Town Rd 156-166 Grant     |             |           |           |                         |                               |            |           |            |
| Public Works                                    |                           |             |           |           |                         |                               |            |           |            |
| VEN000589                                       | Duke Energy               | APP059086   | 2/11/2019 | 590013349 | MPO TOWN RD 156-166 SER | Towne Road 156 to 166 - Duk   | 460,381.68 | 66242     | 2/11/2019  |
| VEN000589                                       | Duke Energy               | APP059086   | 2/11/2019 | 590013349 | MPO TOWN RD 156-166 SER | Duke relocation overrun mainl | 172,619.63 | 66242     | 2/11/2019  |
| Subtotal for Public Works                       |                           |             |           |           |                         |                               | 633,001.31 |           |            |
| Subtotal for Fund 590 Town Rd 156-166 Grant     |                           |             |           |           |                         |                               | 633,001.31 |           |            |

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|--------------------------------------------------|--------------------------------|-------------|-----------|-----------|-------------------------|--------------------------------|-----------|-----------|------------|
| Fund No. Fund Name                               |                                |             |           |           |                         |                                |           |           |            |
| 595 Monon Trail Grant                            |                                |             |           |           |                         |                                |           |           |            |
| Public Works                                     |                                |             |           |           |                         |                                |           |           |            |
| VEN002019                                        | United Consulting              | APP059110   | 2/12/2019 | 595013349 | MONON TRAIL GRANT 191-2 | Monon 7 - Constructin Inspect  | 2,875.00  |           |            |
| VEN002019                                        | United Consulting              | APP059395   | 2/27/2019 | 595013349 | MONON TRAIL GRANT 191-2 | Monon 7 - Constructin Inspect  | 1,040.00  |           |            |
| Subtotal for Public Works                        |                                |             |           |           |                         |                                | 3,915.00  |           |            |
| Subtotal for Fund 595 Monon Trail Grant          |                                |             |           |           |                         |                                | 3,915.00  |           |            |
| Fund No. Fund Name                               |                                |             |           |           |                         |                                |           |           |            |
| 597 MPO 186th-Springmill Grant                   |                                |             |           |           |                         |                                |           |           |            |
| Public Works                                     |                                |             |           |           |                         |                                |           |           |            |
| VEN002019                                        | United Consulting              | APP059108   | 2/12/2019 | 597013349 | MPO 186TH-SPRINGMILL GR | CE Contract (Inspection) for 1 | 997.02    |           |            |
| VEN000961                                        | Indiana Dept Of Transportation | APP059116   | 2/12/2019 | 597013349 | MPO 186TH-SPRINGMILL GR | Non-participating Change Ord   | 55,913.56 |           |            |
| VEN002019                                        | United Consulting              | APP059396   | 2/27/2019 | 597013349 | MPO 186TH-SPRINGMILL GR | CE Contract (Inspection) for 1 | 1,702.22  |           |            |
| Subtotal for Public Works                        |                                |             |           |           |                         |                                | 58,612.80 |           |            |
| Subtotal for Fund 597 MPO 186th-Springmill Grant |                                |             |           |           |                         |                                | 58,612.80 |           |            |
| Fund No. Fund Name                               |                                |             |           |           |                         |                                |           |           |            |
| 640 Sports Campus Operating                      |                                |             |           |           |                         |                                |           |           |            |
| Grand Park                                       |                                |             |           |           |                         |                                |           |           |            |
| VEN003729                                        | Metronet                       | APP059050   | 2/7/2019  | 640015224 | SPORTS CAMPUS-OPERATI   | Field                          | 59.25     | 2358      | 2/11/2019  |
| VEN003729                                        | Metronet                       | APP059050   | 2/7/2019  | 640015224 | SPORTS CAMPUS-OPERATI   | Diam                           | 59.25     | 2358      | 2/11/2019  |
| VEN007062                                        | McGriff Insurance              | APP059089   | 2/12/2019 | 640015339 | SPORTS CAMPUS-INSURAN   | Insurance                      | 501.73    | 2374      | 2/12/2019  |
| VEN007062                                        | McGriff Insurance              | APP059089   | 2/12/2019 | 640015339 | SPORTS CAMPUS-INSURAN   | Insurance                      | 613.21    | 2374      | 2/12/2019  |
| VEN006761                                        | Priority Press                 | APP059113   | 2/12/2019 | 640015337 | SPORTS CAMPUS-PRINTIN   | 2019 Fan Guide                 | 8,714.00  |           |            |
| VEN000905                                        | Hoosier Portable Restroom      | APP059114   | 2/12/2019 | 640015349 | SPORTS CAMPUS-SERVICE   | Restroom trailer fix           | 817.75    |           |            |
| VEN002336                                        | Citizens Westfield             | APP059127   | 2/12/2019 | 640015342 | SPORTS CAMPUS-WAT SE    | Water General                  | 131.48    | 2375      | 2/13/2019  |
| VEN002336                                        | Citizens Westfield             | APP059127   | 2/12/2019 | 640015342 | SPORTS CAMPUS-WAT SE    | Sewer General                  | 222.04    | 2375      | 2/13/2019  |
| VEN002336                                        | Citizens Westfield             | APP059127   | 2/12/2019 | 640015342 | SPORTS CAMPUS-WAT SE    | Sewer Field                    | 406.98    | 2375      | 2/13/2019  |
| VEN002336                                        | Citizens Westfield             | APP059127   | 2/12/2019 | 640015342 | SPORTS CAMPUS-WAT SE    | Sewer Diam                     | 542.64    | 2375      | 2/13/2019  |
| VEN002336                                        | Citizens Westfield             | APP059127   | 2/12/2019 | 640015342 | SPORTS CAMPUS-WAT SE    | Water Field                    | 394.83    | 2375      | 2/13/2019  |
| VEN002336                                        | Citizens Westfield             | APP059127   | 2/12/2019 | 640015342 | SPORTS CAMPUS-WAT SE    | Water Diam                     | 526.69    | 2375      | 2/13/2019  |
| VEN000589                                        | Duke Energy                    | APP059278   | 2/21/2019 | 640015341 | SPORTS CAMPUS-ELECTRI   | Electric                       | 6,068.61  | 2377      | 2/21/2019  |
| VEN000589                                        | Duke Energy                    | APP059278   | 2/21/2019 | 640015341 | SPORTS CAMPUS-ELECTRI   | Electric                       | 5,384.79  | 2377      | 2/21/2019  |
| VEN000589                                        | Duke Energy                    | APP059278   | 2/21/2019 | 640015341 | SPORTS CAMPUS-ELECTRI   | Electric                       | 3,627.12  | 2377      | 2/21/2019  |

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|------------------------------------|--------------------------------|-------------|-----------|-----------|-----------------------|------------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>          |                                |             |           |           |                       |                              |                   |           |            |
| <b>640 Sports Campus Operating</b> |                                |             |           |           |                       |                              |                   |           |            |
| <b>Grand Park</b>                  |                                |             |           |           |                       |                              |                   |           |            |
| VEN001988                          | Travelers                      | APP059280   | 2/21/2019 | 640015339 | SPORTS CAMPUS-INSURAN | Travelers 1st inst           | 2,002.66          | 2378      | 2/21/2019  |
| VEN001988                          | Travelers                      | APP059280   | 2/21/2019 | 640015339 | SPORTS CAMPUS-INSURAN | Travelers 1st inst           | 1,638.53          | 2378      | 2/21/2019  |
| VEN006426                          | DISA Inc                       | APP059685   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Drug testing                 | 51.50             |           |            |
| VEN000345                          | Cave and Company Printing      | APP059687   | 3/5/2019  | 640015337 | SPORTS CAMPUS-PRINTIN | Business cards               | 121.63            |           |            |
| VEN002228                          | Indiana Sports Properties      | APP059689   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Property Management Sales    | 6,556.12          |           |            |
| VEN003382                          | McGavic Outdoor Power          | APP059690   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Avant Repair                 | 100.00            |           |            |
| VEN006329                          | Bullpen Tournaments            | APP059693   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Turf classic rentals         | 8,000.00          |           |            |
| VEN001666                          | Reynolds Farm Equipment        | APP059695   | 3/5/2019  | 640015472 | SPORTS CAMPUS-EQUIPME | XF6                          | 13,500.00         |           |            |
| VEN001676                          | Riverview Hospital             | APP059696   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Drug Testing                 | 25.00             |           |            |
| VEN007328                          | Kasco Mfg Co Inc               | APP059697   | 3/5/2019  | 640015472 | SPORTS CAMPUS-EQUIPME | Seeder                       | 9,480.00          |           |            |
| VEN000910                          | HP Products                    | APP059700   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Cleaning Supplies            | 311.99            |           |            |
| VEN001666                          | Reynolds Farm Equipment        | APP059704   | 3/5/2019  | 640015472 | SPORTS CAMPUS-EQUIPME | Top Dresser                  | 28,500.00         |           |            |
| VEN001637                          | Ray's Trash Service            | APP059705   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Trash                        | 750.00            |           |            |
| VEN000345                          | Cave and Company Printing      | APP059706   | 3/5/2019  | 640015337 | SPORTS CAMPUS-PRINTIN | Posters for Major Events     | 79.80             |           |            |
| VEN006749                          | Sharp Electronics Corp         | APP059708   | 3/5/2019  | 640015350 | SPORTS CAMPUS-DUES/SU | Command Center HD yearly f   | 750.00            |           |            |
| VEN006329                          | Bullpen Tournaments            | APP059711   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | IFJ Turf classic small sided | 1,880.00          |           |            |
| VEN005403                          | BrightView Landscapes LLC      | APP059712   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Janitorial                   | 2,660.92          |           |            |
| VEN000733                          | Freije Engineered Solutions Co | APP059721   | 3/5/2019  | 640015349 | SPORTS CAMPUS-SERVICE | Replaced fuses               | 397.40            |           |            |
| <b>Subtotal for Grand Park</b>     |                                |             |           |           |                       |                              | <b>104,875.92</b> |           |            |



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|------------------------------------------------------|--------------------------------|-------------|-----------|-----------|------------------------|----------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                            |                                |             |           |           |                        |                      |                   |           |            |
| <b>640 Sports Campus Operating</b>                   |                                |             |           |           |                        |                      |                   |           |            |
| <b>Sport Campus Indoor Event Ctr</b>                 |                                |             |           |           |                        |                      |                   |           |            |
| VEN007062                                            | McGriff Insurance              | APP059089   | 2/12/2019 | 640023339 | GP INDOOR-INSURANCE    | Insurance            | 1,114.94          | 2374      | 2/12/2019  |
| VEN000480                                            | CSI Signs                      | APP059092   | 2/12/2019 | 640023347 | GP INDOOR-PROMOTION    | Homeshow             | 188.60            | 2373      | 2/12/2019  |
| VEN000480                                            | CSI Signs                      | APP059115   | 2/12/2019 | 640023349 | GP INDOOR-SERVICES     | Homeshow             | 117.21            |           |            |
| VEN002336                                            | Citizens Westfield             | APP059122   | 2/12/2019 | 640023342 | GP INDOOR-WAT AND SEW  | Water                | 594.98            | 2375      | 2/13/2019  |
| VEN002336                                            | Citizens Westfield             | APP059122   | 2/12/2019 | 640023342 | GP INDOOR-WAT AND SEW  | Sewer                | 135.66            | 2375      | 2/13/2019  |
| VEN002336                                            | Citizens Westfield             | APP059123   | 2/12/2019 | 640023328 | GP INDOOR-NATURAL GAS  | Heat                 | 9,109.00          | 2375      | 2/13/2019  |
| VEN005845                                            | Kinetrex Energy                | APP059154   | 2/14/2019 | 640023328 | GP INDOOR-NATURAL GAS  | Heat                 | 12,090.25         | 2376      | 2/14/2019  |
| VEN000589                                            | Duke Energy                    | APP059278   | 2/21/2019 | 640023341 | GP INDOOR-ELECTRIC     | Electric             | 17,998.51         | 2377      | 2/21/2019  |
| VEN001988                                            | Travelers                      | APP059280   | 2/21/2019 | 640023339 | GP INDOOR-INSURANCE    | Travelers 1st inst   | 3,641.19          | 2378      | 2/21/2019  |
| VEN002123                                            | Westfield-Washington Schools   | APP059686   | 3/5/2019  | 640023223 | GP INDOOR-OFFICE SUPPL | Paper                | 20.40             |           |            |
| VEN000480                                            | CSI Signs                      | APP059688   | 3/5/2019  | 640023228 | GP INDOOR-SIGNS AND PO | Restroom sign        | 168.84            |           |            |
| VEN001637                                            | Ray's Trash Service            | APP059691   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Trash                | 384.77            |           |            |
| VEN000733                                            | Freije Engineered Solutions Co | APP059692   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | HVAC                 | 191.38            |           |            |
| VEN007329                                            | Myers Cabinets Inc             | APP059694   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Info desk fix        | 280.00            |           |            |
| VEN005590                                            | Filter Services of Indiana     | APP059698   | 3/5/2019  | 640023343 | GP INDOOR-BLDG MAINT   | Filters              | 86.40             |           |            |
| VEN006898                                            | Supply Warehouse Inc           | APP059699   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Cleaning Supplies    | 442.58            |           |            |
| VEN000910                                            | HP Products                    | APP059700   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Cleaning Supplies    | 1,119.59          |           |            |
| VEN003999                                            | Brody's Window Bright          | APP059701   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | GPEC Window Cleaning | 925.00            |           |            |
| VEN005403                                            | BrightView Landscapes LLC      | APP059702   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Exterior             | 5,575.00          |           |            |
| VEN007322                                            | All Productions LLC            | APP059703   | 3/5/2019  | 640023347 | GP INDOOR-PROMOTION    | Referees             | 1,225.00          |           |            |
| VEN001637                                            | Ray's Trash Service            | APP059705   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Trash                | 881.00            |           |            |
| VEN006673                                            | OnPoint Sports Strategies      | APP059707   | 3/5/2019  | 640023331 | GP INDOOR-CONSULTING   | Planning Sessions    | 3,600.00          |           |            |
| VEN000480                                            | CSI Signs                      | APP059709   | 3/5/2019  | 640023347 | GP INDOOR-PROMOTION    | League banner        | 65.00             |           |            |
| VEN006669                                            | A Classic Expo Design          | APP059710   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Inshape rentals      | 3,624.00          |           |            |
| VEN005403                                            | BrightView Landscapes LLC      | APP059713   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Exterior             | 7,625.00          |           |            |
| VEN003729                                            | Metronet                       | APP059714   | 3/5/2019  | 640023224 | GP INDOOR-OPERATING SU | GPEC                 | 242.66            |           |            |
| VEN003729                                            | Metronet                       | APP059715   | 3/5/2019  | 640023224 | GP INDOOR-OPERATING SU | Internet GPEC        | 129.95            |           |            |
| VEN000733                                            | Freije Engineered Solutions Co | APP059721   | 3/5/2019  | 640023349 | GP INDOOR-SERVICES     | Meet with Trane      | 2,120.40          |           |            |
| <b>Subtotal for Sport Campus Indoor Event Ctr</b>    |                                |             |           |           |                        |                      | <b>73,697.31</b>  |           |            |
| <b>Subtotal for Fund 640 Sports Campus Operating</b> |                                |             |           |           |                        |                      | <b>178,573.23</b> |           |            |

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|---------------------------------------------|---------------------------------|-------------|-----------|-----------|-------------------------|------------------------------|------------|-----------|------------|
| Fund No. Fund Name                          |                                 |             |           |           |                         |                              |            |           |            |
| 651                                         | Infrastructure Improv           |             |           |           |                         |                              |            |           |            |
| Public Works                                |                                 |             |           |           |                         |                              |            |           |            |
| VEN000081                                   | Alt and Witzig Engineering Inc  | APP059104   | 2/12/2019 | 651013474 | INFRASTRUCTURE IMPRO    | Asphalt                      | 297.00     |           |            |
| VEN002019                                   | United Consulting               | APP059107   | 2/12/2019 | 651013474 | INFRASTRUCTURE IMPRO    | Monon Trail over SR 32 and T | 0.00       |           |            |
| VEN002019                                   | United Consulting               | APP059107   | 2/12/2019 | 651013474 | INFRASTRUCTURE IMPRO    | Supplemental # 1 (Contingen  | 1,800.00   |           |            |
| VEN002019                                   | United Consulting               | APP059290   | 2/21/2019 | 651013474 | INFRASTRUCTURE IMPRO    | Monon Trail over SR 32 and T | 0.00       |           |            |
| VEN002019                                   | United Consulting               | APP059290   | 2/21/2019 | 651013474 | INFRASTRUCTURE IMPRO    | Supplemental # 1 (Contingen  | 2,200.00   |           |            |
| VEN005405                                   | Millennium Contractors LLC      | APP059644   | 3/4/2019  | 651013474 | INFRASTRUCTURE IMPRO    | Westfield Boulevard Extensio | 67,703.03  |           |            |
| VEN005405                                   | Millennium Contractors LLC      | APP059644   | 3/4/2019  | 651013474 | INFRASTRUCTURE IMPRO    | Change Orders                | 33,482.95  |           |            |
| Subtotal for Public Works                   |                                 |             |           |           |                         |                              | 105,482.98 |           |            |
| Subtotal for Fund 651 Infrastructure Improv |                                 |             |           |           |                         |                              | 105,482.98 |           |            |
| Fund No. Fund Name                          |                                 |             |           |           |                         |                              |            |           |            |
| 701                                         | Payroll                         |             |           |           |                         |                              |            |           |            |
| Clerk Treasurer                             |                                 |             |           |           |                         |                              |            |           |            |
| VEN001583                                   | Police and Firemens Insurance   | APP059041   | 2/7/2019  | 701008930 | PAYROLL-INS. DED        | Police and Fire Ins          | 11.03      | 17094     | 2/7/2019   |
| VEN001864                                   | Supporting Heroes               | APP059042   | 2/7/2019  | 701008991 | PAYROLL-MISC            | Supporting Heroes            | 116.26     | 17095     | 2/7/2019   |
| VEN000948                                   | IN Family and Social Services   | APP059043   | 2/7/2019  | 701008140 | PAYROLL-SUPPORT WITHH   | Child Support                | 1,565.02   | 700000594 | 2/7/2019   |
| VEN000703                                   | Fire Fighters Credit Union      | APP059044   | 2/7/2019  | 701008141 | PAYROLL-UNION DUES      | Union Dues 4416              | 2,000.31   | 17091     | 2/7/2019   |
| VEN004836                                   | Nationwide Retirement Solutions | APP059045   | 2/7/2019  | 701008931 | PAYROLL-401A MATCHING-E | Contributions and loan pmts  | 2,037.13   | 17093     | 2/7/2019   |
| VEN000163                                   | Aul Retirement                  | APP059046   | 2/7/2019  | 701008930 | PAYROLL-INS. DED        | Contributions and loan pmts  | 23,911.46  | 700000593 | 2/7/2019   |
| VEN000703                                   | Fire Fighters Credit Union      | APP059047   | 2/7/2019  | 701008141 | PAYROLL-UNION DUES      | Union Dues WFD               | 66.00      | 17092     | 2/7/2019   |
| VEN000008                                   | 77 Police and Fire Fund         | APP059146   | 2/14/2019 | 701008133 | PAYROLL-PERF            | Non-Civilian PERF            | 53,302.95  | 700000595 | 2/19/2019  |
| VEN001550                                   | PERF                            | APP059147   | 2/14/2019 | 701008133 | PAYROLL-PERF            | Civilian PERF                | 44,930.84  | 700000596 | 2/19/2019  |
| VEN000959                                   | Indiana Dept Of Revenue         | APP059194   | 2/19/2019 | 701008923 | PAYROLL-STATE WITHHOL   | State                        | 16,478.80  | 700000597 | 2/19/2019  |
| VEN000959                                   | Indiana Dept Of Revenue         | APP059194   | 2/19/2019 | 701008923 | PAYROLL-STATE WITHHOL   | COIT                         | 6,303.72   | 700000597 | 2/19/2019  |
| VEN000920                                   | Huntington National Bank        | APP059195   | 2/19/2019 | 701008131 | PAYROLL-EMPLOYER'S FIC  | FICA                         | 33,552.19  | 700000598 | 2/19/2019  |
| VEN000920                                   | Huntington National Bank        | APP059195   | 2/19/2019 | 701008132 | PAYROLL-EMPLOYER'S MED  | Medicare                     | 7,846.88   | 700000598 | 2/19/2019  |
| VEN000920                                   | Huntington National Bank        | APP059195   | 2/19/2019 | 701008921 | PAYROLL-FEDERAL WITHH   | Federal                      | 54,848.23  | 700000598 | 2/19/2019  |
| VEN000920                                   | Huntington National Bank        | APP059195   | 2/19/2019 | 701008922 | PAYROLL-EMPLOYEE FICA   | FICA                         | 33,552.30  | 700000598 | 2/19/2019  |
| VEN000920                                   | Huntington National Bank        | APP059195   | 2/19/2019 | 701008922 | PAYROLL-EMPLOYEE FICA   | Medicare                     | 7,846.77   | 700000598 | 2/19/2019  |
| VEN001537                                   | Payroll                         | APP059249   | 2/19/2019 | 701008110 | PAYROLL-NET SALARIES    | net sal                      | 394,807.70 |           |            |
| VEN001583                                   | Police and Firemens Insurance   | APP059250   | 2/19/2019 | 701008930 | PAYROLL-INS. DED        | Police and Fire Ins          | 11.03      | 17100     | 2/19/2019  |
| VEN000703                                   | Fire Fighters Credit Union      | APP059251   | 2/19/2019 | 701008141 | PAYROLL-UNION DUES      | Union Dues L4416             | 2,000.31   | 17096     | 2/19/2019  |

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| Fund No. Fund Name            |                                 |             |           |           |                         |                             |              |           |            |
| 701                           | Payroll                         |             |           |           |                         |                             |              |           |            |
| Clerk Treasurer               |                                 |             |           |           |                         |                             |              |           |            |
| VEN000703                     | Fire Fighters Credit Union      | APP059252   | 2/19/2019 | 701008141 | PAYROLL-UNION DUES      | Union Dues City             | 66.00        | 17097     | 2/19/2019  |
| VEN001864                     | Supporting Heroes               | APP059253   | 2/19/2019 | 701008991 | PAYROLL-MISC            | Supporting Heroes           | 116.26       | 17102     | 2/19/2019  |
| VEN004836                     | Nationwide Retirement Solutions | APP059254   | 2/19/2019 | 701008931 | PAYROLL-401A MATCHING-C | Contributions and loan pmts | 2,037.13     | 17098     | 2/19/2019  |
| VEN004836                     | Nationwide Retirement Solutions | APP059255   | 2/19/2019 | 701008930 | PAYROLL-INS. DED        | Nationwide PHEP Plan        | 48,550.32    | 17099     | 2/19/2019  |
| VEN000948                     | IN Family and Social Services   | APP059256   | 2/19/2019 | 701008140 | PAYROLL-SUPPORT WITHH   | Child Support               | 1,565.02     |           |            |
| VEN001676                     | Riverview Hospital              | APP059257   | 2/19/2019 | 701008930 | PAYROLL-INS. DED        | Jan Clinic                  | 11,390.97    | 17101     | 2/19/2019  |
| VEN000513                     | DavisVision                     | APP059293   | 2/21/2019 | 701008930 | PAYROLL-INS. DED        | Vision Ins                  | 24.07        | 17105     | 2/21/2019  |
| VEN000163                     | Aul Retirement                  | APP059294   | 2/21/2019 | 701008931 | PAYROLL-401A MATCHING-C | Contributions and loan pmts | 23,586.46    |           |            |
| VEN005722                     | Aflac Premium Holding           | APP059295   | 2/21/2019 | 701008930 | PAYROLL-INS. DED        | Ins                         | 2,782.96     | 17104     | 2/21/2019  |
| VEN000058                     | AFLAC                           | APP059296   | 2/21/2019 | 701008930 | PAYROLL-INS. DED        | Ins                         | 6,889.26     | 17103     | 2/21/2019  |
| VEN000008                     | 77 Police and Fire Fund         | APP059319   | 2/22/2019 | 701008133 | PAYROLL-PERF            | Non Civilian PERF           | 53,302.95    |           |            |
| VEN001550                     | PERF                            | APP059320   | 2/22/2019 | 701008133 | PAYROLL-PERF            | Civilian PERF               | 43,664.51    |           |            |
| VEN000534                     | Delta Dental                    | APP059322   | 2/22/2019 | 701008930 | PAYROLL-INS. DED        | Dental Ins                  | 4,047.53     | 17107     | 2/22/2019  |
| VEN000126                     | Anthem Blue Cross Blue Shield   | APP059324   | 2/22/2019 | 701008930 | PAYROLL-INS. DED        | Medical Ins                 | 4,249.27     | 17106     | 2/22/2019  |
| VEN000920                     | Huntington National Bank        | APP059727   | 3/5/2019  | 701008131 | PAYROLL-EMPLOYER'S FIC  | fica                        | 34,332.14    |           |            |
| VEN000920                     | Huntington National Bank        | APP059727   | 3/5/2019  | 701008132 | PAYROLL-EMPLOYER'S MED  | med                         | 8,029.29     |           |            |
| VEN000920                     | Huntington National Bank        | APP059727   | 3/5/2019  | 701008921 | PAYROLL-FEDERAL WITHH   | fed                         | 57,132.06    |           |            |
| VEN000920                     | Huntington National Bank        | APP059727   | 3/5/2019  | 701008922 | PAYROLL-EMPLOYEE FICA   | med                         | 8,029.26     |           |            |
| VEN000920                     | Huntington National Bank        | APP059727   | 3/5/2019  | 701008922 | PAYROLL-EMPLOYEE FICA   | fica                        | 34,332.09    |           |            |
| VEN000959                     | Indiana Dept Of Revenue         | APP059728   | 3/5/2019  | 701008923 | PAYROLL-STATE WITHHOL   | state                       | 16,866.48    |           |            |
| VEN000959                     | Indiana Dept Of Revenue         | APP059728   | 3/5/2019  | 701008923 | PAYROLL-STATE WITHHOL   | coit                        | 6,477.56     |           |            |
| VEN001537                     | Payroll                         | APP059729   | 3/5/2019  | 701008110 | PAYROLL-NET SALARIES    | net sal                     | 403,185.37   |           |            |
| Subtotal for Clerk Treasurer  |                                 |             |           |           |                         |                             | 1,455,845.89 |           |            |
| Subtotal for Fund 701 Payroll |                                 |             |           |           |                         |                             | 1,455,845.89 |           |            |
| Fund No. Fund Name            |                                 |             |           |           |                         |                             |              |           |            |
| 900                           | Stormwater                      |             |           |           |                         |                             |              |           |            |
| Stormwater                    |                                 |             |           |           |                         |                             |              |           |            |
| VEN002336                     | Citizens Westfield              | APP059060   | 2/7/2019  | 900016474 | STORM-CONSTRUCTION C    | Lagoon Clean up             | 20,441.33    | 38817     | 2/11/2019  |
| VEN002193                     | Christopher Burke               | APP059093   | 2/12/2019 | 900016309 | STORM-CONSULTING FEES   | Development and preparation | 32.50        |           |            |
| VEN006810                     | Puddle Jumpers Aquatics         | APP059181   | 2/19/2019 | 900016434 | STORM-STORMWATER MIS    | BMP Maint. for MCM 4&5      | 14,250.00    |           |            |
| VEN001537                     | Payroll                         | APP059193   | 2/19/2019 | 900016111 | STORM-SALARY            | Payroll                     | 17,210.47    | 900000156 | 2/19/2019  |

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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 |
|---------------------------|--------------------------------|-------------|-----------|-----------|------------------------|-----------------------|----------|-----------|------------|
| <b>Fund No. Fund Name</b> |                                |             |           |           |                        |                       |          |           |            |
| <b>900 Stormwater</b>     |                                |             |           |           |                        |                       |          |           |            |
| <b>Stormwater</b>         |                                |             |           |           |                        |                       |          |           |            |
| VEN001537                 | Payroll                        | APP059193   | 2/19/2019 | 900016120 | STORM-FICA AND MEDICAR | FICA                  | 1,024.05 | 900000156 | 2/19/2019  |
| VEN001537                 | Payroll                        | APP059193   | 2/19/2019 | 900016120 | STORM-FICA AND MEDICAR | Medicare              | 239.49   | 900000156 | 2/19/2019  |
| VEN001537                 | Payroll                        | APP059193   | 2/19/2019 | 900016121 | STORM-PERF             | PERF                  | 1,690.36 | 900000156 | 2/19/2019  |
| VEN000513                 | DavisVision                    | APP059291   | 2/21/2019 | 900016119 | STORM-HEALTHDENTAL     | Vision Storm          | 90.09    | 38867     | 2/21/2019  |
| VEN000534                 | Delta Dental                   | APP059323   | 2/22/2019 | 900016119 | STORM-HEALTHDENTAL     | Dental Ins            | 508.54   | 38869     | 2/22/2019  |
| VEN000126                 | Anthem Blue Cross Blue Shield  | APP059326   | 2/22/2019 | 900016119 | STORM-HEALTHDENTAL     | Medical Ins           | 7,856.03 | 38868     | 2/22/2019  |
| VEN006285                 | Ceres Solutions Cooperative    | APP059440   | 2/13/2019 | 900016226 | STORM-VEHICLE GAS      | Unleaded              | 861.00   |           |            |
| VEN007098                 | Work Zone Cam LLC              | APP059449   | 2/19/2019 | 900016451 | STORM-COMPUTER EQUIP   | Pond Drainage Project | 99.00    |           |            |
| VEN002424                 | IUPPS                          | APP059450   | 2/19/2019 | 900016309 | STORM-CONSULTING FEES  | December tickets      | 950.95   |           |            |
| VEN007098                 | Work Zone Cam LLC              | APP059452   | 2/20/2019 | 900016451 | STORM-COMPUTER EQUIP   | Pond Drainage project | 99.00    |           |            |
| VEN002303                 | D2 Land and Water Resource Inc | APP059461   | 2/26/2019 | 900016433 | STORM-INFRASTRUCTURE   | Piping                | 481.60   |           |            |
| VEN007313                 | Oak Ridge Road LLC             | APP059469   | 2/14/2019 | 900016370 | STORMWATER-REFUND      |                       | 306.15   |           |            |
| VEN007321                 | Dothier Ketner                 | APP059470   | 2/14/2019 | 900016370 | STORMWATER-REFUND      | Overpayment           | 98.46    |           |            |
| VEN007320                 | MJ Skulski LLC                 | APP059471   | 2/14/2019 | 900016370 | STORMWATER-REFUND      | Overpayment           | 245.37   |           |            |
| VEN007313                 | Oak Ridge Road LLC             | APP059472   | 2/14/2019 | 900016370 | STORMWATER-REFUND      |                       | 10.66    |           |            |
| VEN007316                 | Alan Simpson                   | APP059473   | 2/14/2019 | 900016370 | STORMWATER-REFUND      | Overpayment           | 56.70    |           |            |
| VEN007318                 | SRC 1 LLC                      | APP059474   | 2/14/2019 | 900016370 | STORMWATER-REFUND      | Overpayment           | 56.14    |           |            |
| VEN004479                 | Symetra Life Insurance         | APP059477   | 2/28/2019 | 900016119 | STORM-HEALTHDENTAL     | Symetra Life          | 32.34    | 38870     | 2/28/2019  |
| VEN007305                 | Jim and Anne Trump             | APP059529   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 8.00     |           |            |
| VEN007305                 | Jim and Anne Trump             | APP059529   | 3/4/2019  | 900016370 | STORMWATER-REFUND      | Overpayment           | 0.12     |           |            |
| VEN007306                 | GAK Properties                 | APP059530   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 8.32     |           |            |
| VEN007307                 | Kelly Nelson                   | APP059531   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 8.46     |           |            |
| VEN007308                 | Scot and Catherine Imus        | APP059532   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 10.40    |           |            |
| VEN007308                 | Scot and Catherine Imus        | APP059532   | 3/4/2019  | 900016370 | STORMWATER-REFUND      | Overpayment           | 13.75    |           |            |
| VEN007309                 | Silvana Baron                  | APP059533   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 9.57     |           |            |
| VEN007309                 | Silvana Baron                  | APP059533   | 3/4/2019  | 900016370 | STORMWATER-REFUND      | Overpayment           | 51.54    |           |            |
| VEN007310                 | Ray Miranda                    | APP059534   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 8.55     |           |            |
| VEN007311                 | Heather Placido                | APP059535   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 8.55     |           |            |
| VEN007312                 | Sandra Beech                   | APP059536   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 10.85    |           |            |
| VEN007314                 | Sherry Skelton                 | APP059537   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 12.34    |           |            |
| VEN003463                 | Nic and Norm LLC               | APP059539   | 3/4/2019  | 900016370 | STORMWATER-REFUND      |                       | 12.06    |           |            |
| VEN003463                 | Nic and Norm LLC               | APP059539   | 3/4/2019  | 900016370 | STORMWATER-REFUND      | Overpayment           | 0.48     |           |            |



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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 |
|-----------------------------------------|----------------------------|-------------|----------|-----------|------------------------|--------------|------------------|-----------|------------|
| <b>Fund No. Fund Name</b>               |                            |             |          |           |                        |              |                  |           |            |
| <b>900 Stormwater</b>                   |                            |             |          |           |                        |              |                  |           |            |
| <b>Stormwater</b>                       |                            |             |          |           |                        |              |                  |           |            |
| VEN007317                               | Allen Kincaid              | APP059540   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 8.32             |           |            |
| VEN007319                               | Sandy Potts                | APP059541   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 8.18             |           |            |
| VEN007333                               | Keshy Ap Joshi             | APP059542   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 6.66             |           |            |
| VEN007334                               | Tracie Richardson          | APP059543   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 6.38             |           |            |
| VEN007335                               | Valerie Zenor              | APP059544   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 6.24             |           |            |
| VEN007336                               | Julie Maxfield Bonham      | APP059545   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 7.63             |           |            |
| VEN007337                               | Joel Book                  | APP059546   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 7.87             |           |            |
| VEN007337                               | Joel Book                  | APP059546   | 3/4/2019 | 900016370 | STORMWATER-REFUND      | Overpayment  | 2.87             |           |            |
| VEN007338                               | Dwight Hale                | APP059547   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 6.79             |           |            |
| VEN007339                               | Trevion Powell             | APP059548   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 8.04             |           |            |
| VEN007340                               | Mike Kowalkowski           | APP059549   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 7.21             |           |            |
| VEN007341                               | Amy Karter                 | APP059550   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 27.59            |           |            |
| VEN007342                               | Lisa Wampole               | APP059551   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 6.07             |           |            |
| VEN007343                               | Aaron OConnell             | APP059552   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 7.21             |           |            |
| VEN007344                               | Paul Schultz               | APP059553   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 8.18             |           |            |
| VEN007345                               | Midwest Motel Assoc Inc    | APP059554   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 5.08             |           |            |
| VEN007345                               | Midwest Motel Assoc Inc    | APP059554   | 3/4/2019 | 900016370 | STORMWATER-REFUND      | Overpayment  | 19.09            |           |            |
| VEN007274                               | Jane and Joseph B Raineier | APP059555   | 3/4/2019 | 900016370 | STORMWATER-REFUND      | Overpayment  | 80.00            |           |            |
| VEN007346                               | Kristina Makris            | APP059556   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 6.24             |           |            |
| VEN007347                               | Kim Host                   | APP059557   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 7.21             |           |            |
| VEN007348                               | The Property District LLC  | APP059558   | 3/4/2019 | 900016370 | STORMWATER-REFUND      |              | 6.24             |           |            |
| VEN001537                               | Payroll                    | APP059726   | 3/5/2019 | 900016111 | STORM-SALARY           | sal          | 17,210.46        |           |            |
| VEN001537                               | Payroll                    | APP059726   | 3/5/2019 | 900016120 | STORM-FICA AND MEDICAR | fica         | 1,024.05         |           |            |
| VEN001537                               | Payroll                    | APP059726   | 3/5/2019 | 900016120 | STORM-FICA AND MEDICAR | med          | 239.50           |           |            |
| VEN001537                               | Payroll                    | APP059726   | 3/5/2019 | 900016121 | STORM-PERF             | perf         | 1,690.36         |           |            |
| <b>Subtotal for Stormwater</b>          |                            |             |          |           |                        |              | <b>87,216.69</b> |           |            |
| <b>Subtotal for Fund 900 Stormwater</b> |                            |             |          |           |                        |              | <b>87,216.69</b> |           |            |
| <b>Fund No. Fund Name</b>               |                            |             |          |           |                        |              |                  |           |            |
| <b>950 Trash</b>                        |                            |             |          |           |                        |              |                  |           |            |
| <b>Trash</b>                            |                            |             |          |           |                        |              |                  |           |            |
| VEN001637                               | Ray's Trash Service        | APP059506   | 3/4/2019 | 950017850 | TRASH-TRASH BAGS CONT  | Overage Bags | 200.00           |           |            |

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| Buy-From Vendor No.       | Buy-From Vendor Name    | Invoice No. | Date     | G/L Acct. | G/L Account Name      | Description  | Amount   | Check No. | Check Date |
|---------------------------|-------------------------|-------------|----------|-----------|-----------------------|--------------|----------|-----------|------------|
| <b>Fund No. Fund Name</b> |                         |             |          |           |                       |              |          |           |            |
| <b>950 Trash</b>          |                         |             |          |           |                       |              |          |           |            |
| <b>Trash</b>              |                         |             |          |           |                       |              |          |           |            |
| VEN003986                 | Accela Inc              | APP059524   | 3/4/2019 | 950017371 | TRASH-CREDIT CARD PRO | Web pmt fees | 1,315.00 |           |            |
| VEN007305                 | Jim and Anne Trump      | APP059529   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 1.92     |           |            |
| VEN007305                 | Jim and Anne Trump      | APP059529   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 23.13    |           |            |
| VEN007306                 | GAK Properties          | APP059530   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.00     |           |            |
| VEN007306                 | GAK Properties          | APP059530   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 24.04    |           |            |
| VEN007307                 | Kelly Nelson            | APP059531   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.03     |           |            |
| VEN007307                 | Kelly Nelson            | APP059531   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 24.44    |           |            |
| VEN007308                 | Scot and Catherine Imus | APP059532   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.50     |           |            |
| VEN007308                 | Scot and Catherine Imus | APP059532   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 30.05    |           |            |
| VEN007309                 | Silvana Baron           | APP059533   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.30     |           |            |
| VEN007309                 | Silvana Baron           | APP059533   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 27.65    |           |            |
| VEN007310                 | Ray Miranda             | APP059534   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.05     |           |            |
| VEN007310                 | Ray Miranda             | APP059534   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 24.69    |           |            |
| VEN007311                 | Heather Placido         | APP059535   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.05     |           |            |
| VEN007311                 | Heather Placido         | APP059535   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 24.69    |           |            |
| VEN007312                 | Sandra Beech            | APP059536   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.61     |           |            |
| VEN007312                 | Sandra Beech            | APP059536   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 31.36    |           |            |
| VEN007314                 | Sherry Skelton          | APP059537   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.97     |           |            |
| VEN007314                 | Sherry Skelton          | APP059537   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 35.66    |           |            |
| VEN007315                 | Aaron Bennett           | APP059538   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 15.24    |           |            |
| VEN003463                 | Nic and Norm LLC        | APP059539   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.90     |           |            |
| VEN003463                 | Nic and Norm LLC        | APP059539   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 34.86    |           |            |
| VEN007317                 | Allen Kincaid           | APP059540   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 2.00     |           |            |
| VEN007317                 | Allen Kincaid           | APP059540   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 24.04    |           |            |
| VEN007319                 | Sandy Potts             | APP059541   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 1.97     |           |            |
| VEN007319                 | Sandy Potts             | APP059541   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 23.64    |           |            |
| VEN007333                 | Keshy Ap Joshi          | APP059542   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 1.60     |           |            |
| VEN007333                 | Keshy Ap Joshi          | APP059542   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 19.23    |           |            |
| VEN007334                 | Tracie Richardson       | APP059543   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 1.53     |           |            |
| VEN007334                 | Tracie Richardson       | APP059543   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 18.43    |           |            |
| VEN007335                 | Valerie Zenor           | APP059544   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 1.50     |           |            |
| VEN007335                 | Valerie Zenor           | APP059544   | 3/4/2019 | 950017370 | TRASH-REFUND          |              | 18.03    |           |            |

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|------------------------------------|---------------------------|-------------|----------|-----------|------------------|-------------|---------------------|-----------|------------|
| <b>Fund No. Fund Name</b>          |                           |             |          |           |                  |             |                     |           |            |
| <b>950 Trash</b>                   |                           |             |          |           |                  |             |                     |           |            |
| <b>Trash</b>                       |                           |             |          |           |                  |             |                     |           |            |
| VEN007336                          | Julie Maxfield Bonham     | APP059545   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.83                |           |            |
| VEN007336                          | Julie Maxfield Bonham     | APP059545   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 22.04               |           |            |
| VEN007337                          | Joel Book                 | APP059546   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.89                |           |            |
| VEN007337                          | Joel Book                 | APP059546   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 22.73               |           |            |
| VEN007338                          | Dwight Hale               | APP059547   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.63                |           |            |
| VEN007338                          | Dwight Hale               | APP059547   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 19.63               |           |            |
| VEN007339                          | Trevion Powell            | APP059548   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.93                |           |            |
| VEN007339                          | Trevion Powell            | APP059548   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 23.24               |           |            |
| VEN007340                          | Mike Kowalkowski          | APP059549   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.73                |           |            |
| VEN007340                          | Mike Kowalkowski          | APP059549   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 20.84               |           |            |
| VEN007341                          | Amy Karter                | APP059550   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 6.63                |           |            |
| VEN007341                          | Amy Karter                | APP059550   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 78.86               |           |            |
| VEN007342                          | Lisa Wampole              | APP059551   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.46                |           |            |
| VEN007342                          | Lisa Wampole              | APP059551   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 17.52               |           |            |
| VEN007343                          | Aaron OConnell            | APP059552   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.73                |           |            |
| VEN007343                          | Aaron OConnell            | APP059552   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 20.84               |           |            |
| VEN007344                          | Paul Schultz              | APP059553   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.97                |           |            |
| VEN007344                          | Paul Schultz              | APP059553   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 23.64               |           |            |
| VEN007346                          | Kristina Makris           | APP059556   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.50                |           |            |
| VEN007346                          | Kristina Makris           | APP059556   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 18.03               |           |            |
| VEN007347                          | Kim Host                  | APP059557   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.73                |           |            |
| VEN007347                          | Kim Host                  | APP059557   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 20.84               |           |            |
| VEN007348                          | The Property District LLC | APP059558   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 1.50                |           |            |
| VEN007348                          | The Property District LLC | APP059558   | 3/4/2019 | 950017370 | TRASH-REFUND     |             | 18.03               |           |            |
| <b>Subtotal for Trash</b>          |                           |             |          |           |                  |             | <b>2,277.88</b>     |           |            |
| <b>Subtotal for Fund 950 Trash</b> |                           |             |          |           |                  |             | <b>2,277.88</b>     |           |            |
| <b>Posted Invoices Total</b>       |                           |             |          |           |                  |             | <b>5,361,127.27</b> |           |            |

**Credit Memos**

| Vendor No. | Vendor Name | Cr. Memo No. | Date | GL Acct. | GL Account Name | Description | Amount |
|------------|-------------|--------------|------|----------|-----------------|-------------|--------|
|------------|-------------|--------------|------|----------|-----------------|-------------|--------|

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| Vendor No.                                          | Vendor Name                          | Cr. Memo No. | Date      | GL Acct.  | GL Account Name    | Description        | Amount        |
|-----------------------------------------------------|--------------------------------------|--------------|-----------|-----------|--------------------|--------------------|---------------|
| <b>Fund No.</b>                                     | <b>Fund Name</b>                     |              |           |           |                    |                    |               |
| <b>640</b>                                          | <b>Sports Campus Operating</b>       |              |           |           |                    |                    |               |
|                                                     | <b>Sport Campus Indoor Event Ctr</b> |              |           |           |                    |                    |               |
| VEN000480                                           | CSI Signs                            | ACP001628    | 2/12/2019 | 640023349 | GP Indoor-Services | GP Indoor-Services | 117.21        |
|                                                     | <b>Subtotal for</b>                  |              |           |           |                    |                    | <b>117.21</b> |
| <b>Subtotal by Fund 640 Sports Campus Operating</b> |                                      |              |           |           |                    |                    | <b>117.21</b> |
| <b>Credit Memo Total</b>                            |                                      |              |           |           |                    |                    | <b>117.21</b> |





## *Westfield City Council Report*

|                             |                                                                                                                                                                                                                                   |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ordinance Number:</b>    | 18-11                                                                                                                                                                                                                             |
| <b>APC Petition Number:</b> | 1805-PUD-09                                                                                                                                                                                                                       |
| <b>Petitioner:</b>          | Mike Lyons (the "Petitioner")                                                                                                                                                                                                     |
| <b>Requested Action:</b>    | A change in zoning of 0.09 acres +/- from the SF3 Cluster District to the Lyons Team PUD District to accommodate a real estate office.                                                                                            |
| <b>Current Zoning:</b>      | SF3 Cluster District                                                                                                                                                                                                              |
| <b>Current Land Use:</b>    | Real Estate Office                                                                                                                                                                                                                |
| <b>Exhibits:</b>            | <ol style="list-style-type: none"><li>1. Department Report</li><li>2. Location Map</li><li>3. Existing Conditions Exhibit</li><li>4. Proposed Ord. 18-11</li><li>5. Petitioner's Narrative</li><li>6. APC Certification</li></ol> |
| <b>Prepared by:</b>         | Pam Howard, Senior Planner                                                                                                                                                                                                        |

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### **PETITION HISTORY**

This petition was introduced at the May 14, 2018, City Council meeting. The petition received a public hearing at the February 4, 2019, Advisory Plan Commission (the "Plan Commission") meeting. Due to an issue with the mailed notice for the February 4, meeting, a second public hearing will be held at the February 19, 2019, meeting.

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### **PROJECT OVERVIEW**

**Location:** This subject property is approximately 0.09 acres in size and is located at 750 Liberty Drive, within the Centennial neighborhood (see **Exhibit 2**). The Property is currently zoned the SF3 Cluster District. All surrounding properties are also zoned the SF3 Cluster District.

**Project Description:** The petitioner is requesting a change in zoning from the SF3 Cluster District to the Lyons Team PUD District to accommodate a real estate office, described in the Petitioner's Narrative (see **Exhibit 5**).

**Concept Plan:** The proposed ordinance incorporates an Existing Conditions Exhibit (see **Exhibit 5**) as the Concept Plan. The real estate is required to remain in substantial compliance with that exhibit.

**Permitted Uses:** As proposed, the PUD ordinance limits the uses permitted on the property to General Service Office, Medical Office, and Professional Office Uses; as defined in the Unified Development Ordinance (the “UDO”).

**General Regulations:** The proposed ordinance establishes alternative standards from the UDO. These standards accommodate the lot and building as they exist today.

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

**Architectural Standards:** The proposed ordinance exempts the existing building from the standards of UDO Article 6.3. If any new buildings were proposed, they would need to comply with the architectural standards of the UDO.

**Landscaping Standards:** As proposed, the PUD ordinance exempts the property from the standards of UDO Article 6.8.

**Lighting Standards:** The proposed ordinance defaults to the Lighting Standards of the UDO, except that when determining compliance of the light meter readings in Article 6.9(F)(2), a distance of ten (10) feet from the building façade will be used instead of the property line.

**Parking and Loading Standards:** As proposed, the PUD ordinance defaults to the Parking and Loading standards of the UDO, with the exception of requiring not Off-Street Parking Spaces. Instead, the petitioner is entering into a parking agreement with the adjacent church.

**Sign Standards:** As the site currently exists, the UDO would permit no signage as the lot does not have frontage on any street. The proposed ordinance permits wall signs and establishes Maximum Sign Area based upon the length of the Building Façade that the sign will be placed on. Additionally, the proposed ordinance prohibits internally illuminated Signs.

---

## **COMPREHENSIVE PLAN**

The Future Land Use Plan in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Property as “Suburban Residential”. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

---

## **PROCEDURAL**

**Public Hearing:** A change of zoning request is required to be considered at a public hearing by the Plan Commission. A public hearing for this petition was held the February 4, 2019, Plan Commission meeting. The mailed public notice contained an error in the date and indicated that the hearing was to be held on February 5. For this reason, a second public hearing is being held at the February 19, 2019, meeting. An additional notice will be mailed for that meeting. All other notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

**Council Introduction:** The petition was introduced at the May 14, 2018, City Council meeting.

---

## **RECOMMENDATIONS / ACTIONS**

### **Plan Commission Recommendation**

At its February 9, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed) (see **Exhibit 12**).

### **City Council**

Introduction: May 14, 2018

Eligible for Adoption: March 11, 2019

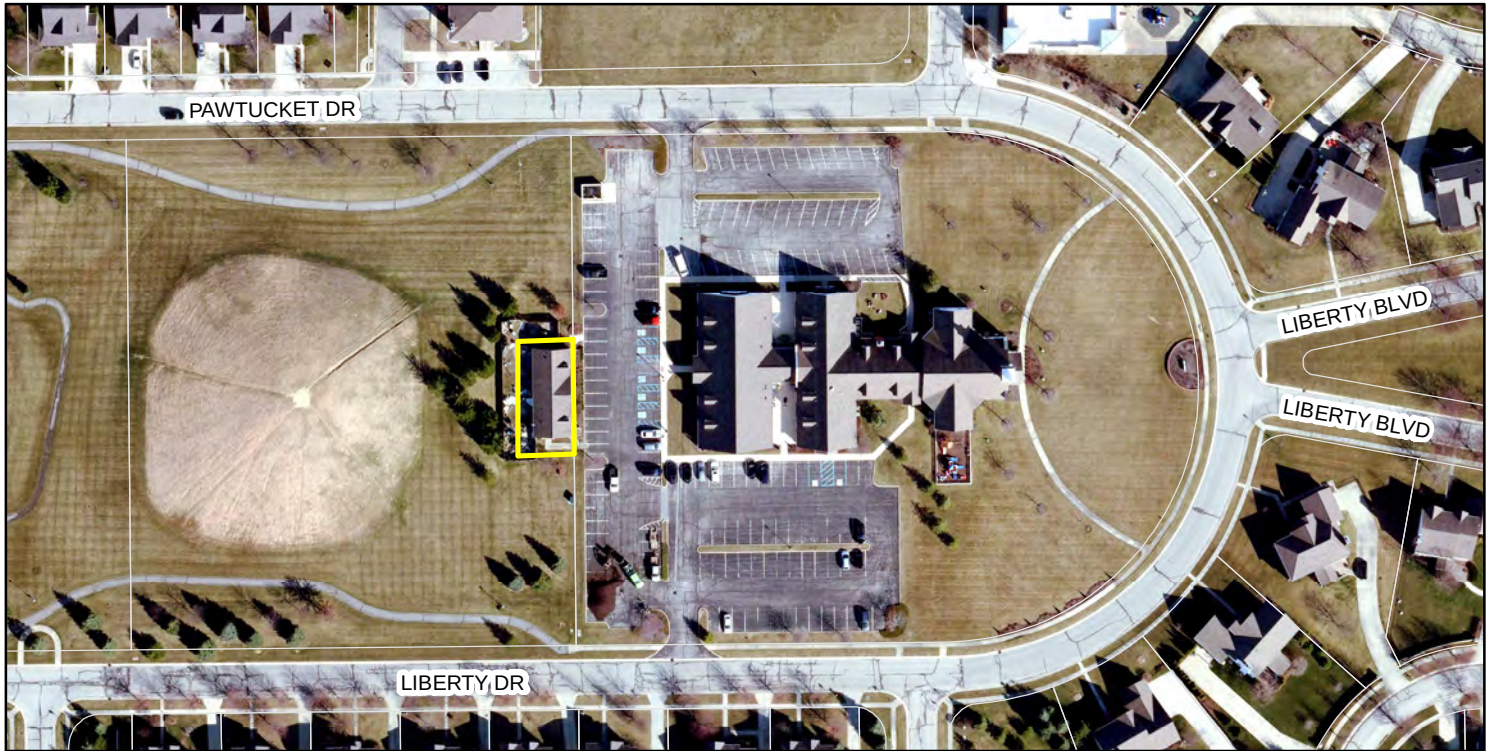
Submitted by: Pam Howard, Senior Planner  
Economic and Community Development Department



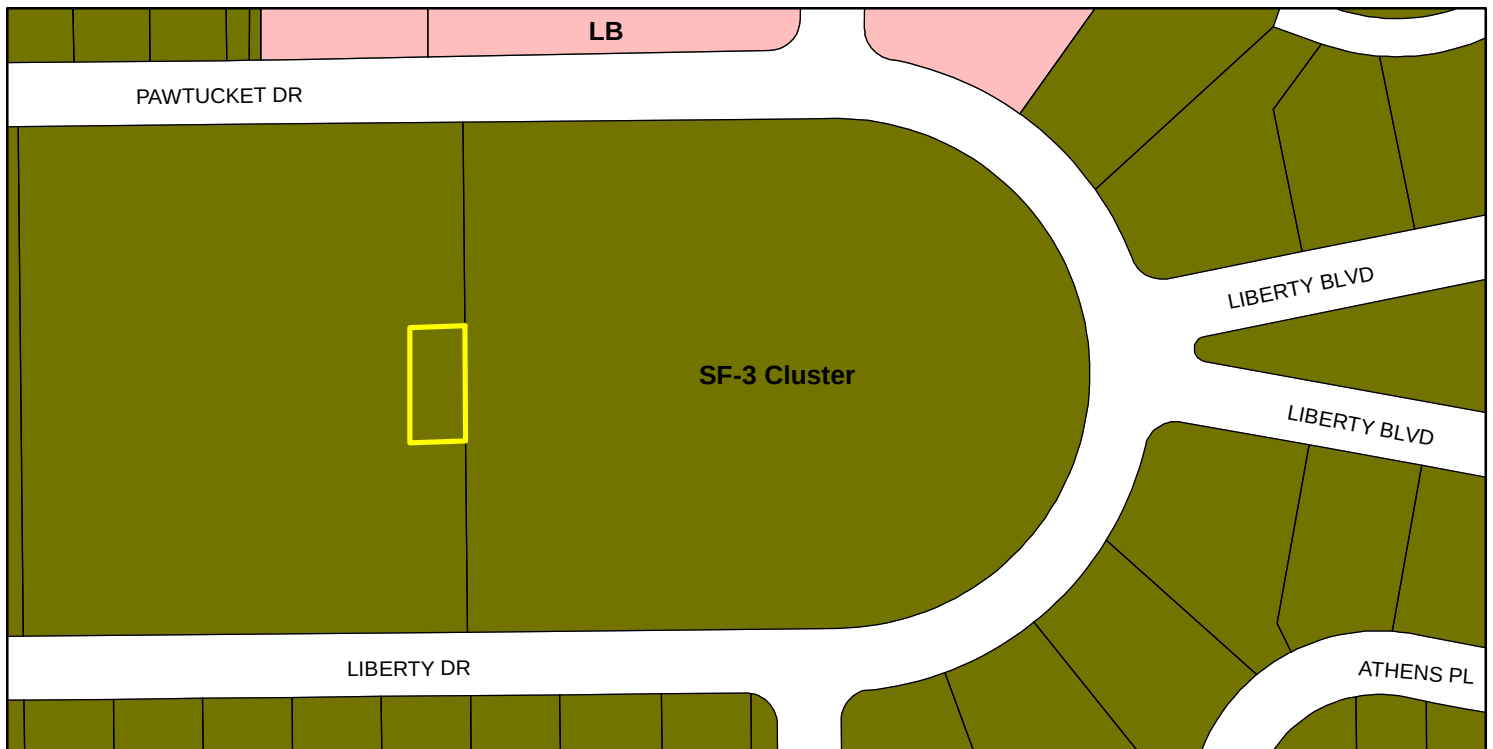
Property Location Map  
Lyons Team PUD  
1805-PUD-09



Aerial Location Map



Zoning Map



Zoning





**EXHIBIT B**  
**EXISTING CONDITIONS EXHIBIT**











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

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The Westfield-Washington Township Advisory Plan Commission held public hearings on Monday, February 4, 2019 and on Tuesday, February 19, 2019, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

|               |                                                                                                                                        |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Docket No.    | 1805-PUD-09                                                                                                                            |
| Ordinance No. | 18-11                                                                                                                                  |
| Petitioner    | Mike Lyons                                                                                                                             |
| Description   | A change in zoning of 0.09 acres +/- from the SF3 Cluster District to the Lyons Team PUD District to accommodate a real estate office. |

On February 19, 2019, 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.



Matthew S. Skelton, Secretary

February 25, 2019

Date



## ORDINANCE NUMBER 18-11

### Lyons Team PUD District

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

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

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

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1805-PUD-09**), 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. 1805-PUD-09** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on February 25, 2019;

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

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

**Section 1. Applicability of Ordinance.**

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

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

- 2.1 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.
- 2.2 Building, Existing: A Building constructed prior to the effective date of this Ordinance, as generally depicted on the Existing Conditions Exhibit, attached hereto as **Exhibit B**.

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

**Section 4. Underlying Zoning District(s).** The Underlying Zoning District of this District shall be the GO: General Office District. Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Underlying Zoning District, as set forth above, shall apply.

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

- 5.1 Uses permitted in the Underlying Zoning District, as set forth in *Chapter 4* and *Chapter 13*, shall be limited to the following:
  - A. Office, General Service
  - B. Office, Medical
  - C. Office, Professional

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

- 6.1 Minimum Lot Area: 0.09 acres
- 6.2 Minimum Lot Frontage: No minimum
- 6.3 Minimum Building Setback Lines:
  - A. All Lot Lines: No Minimum
- 6.4 Maximum Lot Coverage: No Maximum

**Section 7. 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 otherwise modified below:
  - A. Existing Building:
    - i. The Existing Building, as characterized in the Existing Conditions Exhibit, attached hereto as **Exhibit B**, shall not be required to comply with the *Article 6.3: Architectural Standards*.
- 7.2 Article 6.8 Landscaping Standards: Shall not apply.
- 7.3 Article 6.9 Lighting Standards: Shall apply, except as otherwise modified below:
  - A. For determination of compliance with *Article 6.9(F)(2)*, light meter reading shall be measured at a distance of ten (10) feet from the Building Façade nearest to the light.

7.4 Article 6.14 Parking and Loading Standards: Shall apply, except as otherwise modified below:

A. No Off-street Parking Spaces shall be required for the site.

7.5 Article 6.17 Sign Standards: Shall not apply; rather, the following standards shall apply:

A. Wall Signs shall be permitted.

B. Sign Area Allocation permitted shall be one (1) square foot of Sign Area per one (1) linear foot of the Building Façade the Sign will be placed on.

C. Internally illuminated Signs shall not be permitted.



ALL OF WHICH IS ORDAINED/RESOLVED THIS \_\_ DAY OF MARCH, 2019.

WESTFIELD CITY COUNCIL

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 18-11** was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 18-11**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 18-11**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

This document prepared by: Pamela L. Howard, Senior Planner, City of Westfield, Economic and  
Community Development Department  
2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074 | (317) 804-3170

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

**SCHEDULE OF EXHIBITS**

Exhibit A      Real Estate (Legal Description)

Exhibit B      Existing Conditions Exhibit

**EXHIBIT A**  
**REAL ESTATE**

Part of the Northeast of Section 15, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being described as follows:

Commencing at the northwest corner of said northeast quarter of Section 15 (also being the northwest corner of Centennial Section 1, a subdivision in Hamilton County, Indiana, the plat of which is recorded as instrument Number 9935797 in the Office of the Recorder of said Hamilton County, Indiana, the next seven described courses being along the west line thereof); thence on an assumed bearing of South 00 degrees 07 minutes 32 seconds East along the west line of said northeast quarter a distance of 210.46 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 123.92 feet; thence North 26 degrees 00 minutes 29 seconds East a distance of 93.47 feet; thence North 64 degrees 42 minutes 30 seconds East a distance of 142.41 feet; thence North 89 degrees 08 minutes 38 seconds East, parallel with the north line of said northeast quarter section, a distance of 178.50 feet; thence South 49 degrees 55 minutes 12 seconds East a distance of 198.79 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 863.13 feet; thence North 88 degrees 55 minutes 48 seconds East a distance of 167.93 feet; thence South 01 degrees 04 minutes 12 seconds East a distance of 154.97 feet to the point of beginning; thence continuing South 01 degrees 04 minutes 12 seconds East a distance of 90.00 feet; thence South 88 degrees 55 minutes 48 seconds West a distance of 45.00 feet; thence North 01 degrees 04 minutes 12 seconds West a distance of 90.00 feet; thence North 88 degrees 55 minutes 48 seconds East a distance of 45.00 feet to the point of beginning. Containing 0.093 acre, more or less.

Together with a non-exclusive easement for access as set out in an Easement Agreement recorded November 19, 1999 as Instrument No. 199909967602 in the Office of the Recorder of Hamilton County, Indiana.

Also together with a signal transmission easement as set out in an instrument recorded December 31, 2003 as Instrument No. 200300128063 in the Office of the Recorder of Hamilton County, Indiana.

And also together with a line-of-sight easement as set out in an instrument recorded December 31, 2003 as Instrument No. 200300128064 in the Office of the Recorder of Hamilton County, Indiana.

Being the same property acquired by B & T Developers, LLC, a Kentucky Limited Liability Company by Deed dated 6/28/2013 of record in Instrument No. 2003057443 in the office of the Recorder aforesaid.



**EXHIBIT B**  
**EXISTING CONDITIONS EXHIBIT**

















## ORDINANCE 19-07

### 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 11, 2019, 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 19-102); 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 southeast corner of 193<sup>rd</sup> Street and Casey Road, and adjacent to the existing corporate limits along the southern boundary 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 on January 1, 2020 (pursuant to IC 36-4-3-7(b)), 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, 2019.

WESTFIELD CITY COUNCIL  
HAMILTON COUNTY, INDIANA

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 19-07** was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 19-07  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

I hereby VETO Ordinance 19-07  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
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

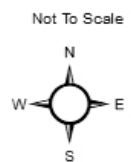
Prepared by: Pam Howard, Senior Planner, City of Westfield  
2728 East 171<sup>st</sup> Street, Westfield, IN 46074, (317) 804-3170

**EXHIBIT A**  
**ANNEXATION AREA**



**EXHIBIT LEGEND**

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





**EXHIBIT B**  
**ANNEXATION AREA**  
**LEGAL DESCRIPTION**

This description includes one (1) parcel of land:

**Parcel No.    08-05-27-00-00-016.000**

A part of the Southeast Quarter of the Northwest Quarter of Section 27, Township 19 North, Range 3 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 27; thence South 00 degrees 09 minutes 41 seconds West (assumed bearing) a distance of 1,325.72 feet along the East line of said Northwest Quarter to the Northeast corner of the Southeast Quarter of said Northwest Quarter; thence South 00 degrees 09 minutes 41 seconds West along said East line, a distance of 207.30 feet to the POINT OF BEGINNING of this description; thence South 00 degrees 09 minutes 41 seconds West along said East line, a distance of 849.64 feet to a Northwest corner of a 99.530 acre parcel owned by HRKK, LLC, recorded as Instrument No. 2016-009622 in the Office of the Recorder of Hamilton County, Indiana, which corner also lies in Little Eagle Creek; thence the next two (2) courses are along the northwesterly lines of said 99.530 acre parcel and along Little Eagle Creek: (1) South 60 degrees 07 minutes 38 seconds West a distance of 280.60 feet; (2) South 68 degrees 30 minutes 12 seconds West a distance of 356.05 feet to the South line of said Northwest Quarter; thence South 89 degrees 35 minutes 28 seconds West a distance of 749.46 feet along said South line to the Southwest corner of the Southeast Quarter of said Northwest Quarter; thence North 00 degrees 04 minutes 38 seconds East a distance of 1,324.35 feet along the West line to the Northwest corner of the Southeast Quarter of said Northwest Quarter; thence North 89 degrees 38 minutes 49 seconds East a distance of 1,032.26 feet along the North line of said Southeast Quarter to the Northwest corner of a 1.39 acre parcel owned by Arie W. Brown et ux recorded as Instrument No. 9609634782 in said Recorder's Office; thence the next two (2) courses are along the boundary of said 1.39 acre parcel: (1) South 00 degrees 09 minutes 06 seconds West a distance of 207.30 feet; (2) North 89 degrees 38 minutes 49 seconds East a distance of 292.96 feet to the place of beginning, containing 37.261 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 193<sup>rd</sup> Street and Casey Road.

# Annexation Area

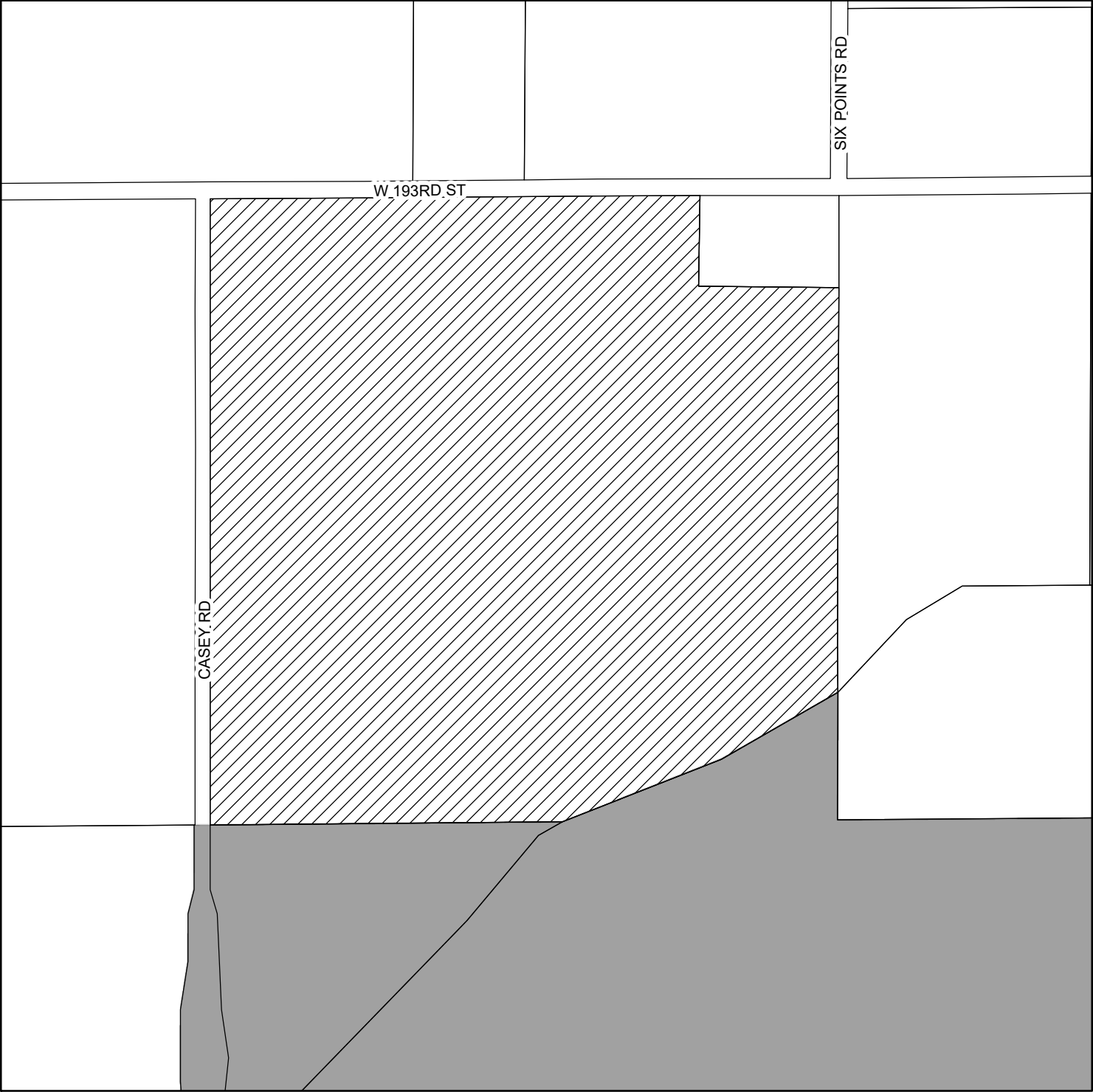
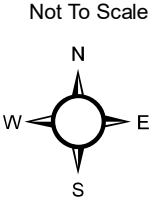


EXHIBIT LEGEND

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



|                               |
|-------------------------------|
| <b>ORDINANCE NUMBER 19-10</b> |
|-------------------------------|

**Urban Vines PUD District**

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

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

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

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1904-PUD-08**), 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. 1904-PUD-08** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a \_\_\_\_\_ recommendation (#-#) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on \_\_\_\_\_, 2019;

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

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

**Section 1.**     **Applicability of Ordinance.**

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

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

- 2.1     Special Events: The use of the Real Estate for activities and events that typically include cultural (e.g., weddings), community (e.g., educational tours, fundraising events, charitable events, corporate outings), entertainment (e.g. festivals, concerts), and other similar uses.
- 2.2     Temporary Use and Events: The use of the Real Estate for activities that generally occur over short periods of time with varying frequency but that typically include the use of tents, pavilions, patios and related equipment or displays which are ancillary uses to other permitted uses on the Real Estate. Temporary Use and Events, including Special Events, shall be deemed and defined as a permanent and ongoing ancillary use to the existing operations of the Real Estate and shall not require a temporary use and event permit.

**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.**     **Legally Established Pre-Existing Improvements.** The Real Estate has been developed as an Agritourism Use, as generally depicted on the Concept Plan and the Existing Character Exhibit, attached hereto as **Exhibit C** (the "Existing Character Exhibit"), in compliance with the zoning ordinance in effect at the time



that each improvement was made to the Real Estate (collectively, the “Existing Improvements”). All existing structures and conditions of the Real Estate are hereby legally-established. Improvements after the effective date of this Ordinance shall be subject to Section 11 Processes & Permits of this Ordinance.

**Section 5.**     **Underlying Zoning District(s).** The Underlying Zoning District of this District shall be the AG-SF1: Agriculture / Single-Family Rural District (the “Underlying Zoning District”).

**Section 6.**     **Permitted Uses.** All uses permitted in the underlying zoning District shall be permitted on property, in addition to the following:

- 6.1 Additional Uses: The following uses shall be permitted:
- A. Agritourism Use (or Agritainment Use), including related outdoor storage not visible from an External Street and display.
  - B. Agricultural Use, including Agricultural Processing (e.g., grape processing) of on-site crops, and related outdoor storage and display not visible from an External Street.
  - C. Special Events.
  - D. Temporary Use and Events
  - E. Brewing, Winery and Distilling Production Facility & Tastings
  - F. Mobile & Food Service Vendors

**Section 7.**     **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.

- 7.1 Minimum Building Setback Lines:
- A. Abutting External Street: Thirty (30) feet.
  - B. District Perimeter Not Abutting Street: Thirty (30) feet.
  - C. All Other: No minimum
- 7.2 Minimum Building Separation: No minimum
- 7.3 Maximum Building Height: Thirty (30) feet; however, if a building has a minimum roof pitch of five (5) (vertical units) to twelve (12) (horizontal units), then the maximum Building Height shall be forty-five (45) feet (see also Article 6.6 Height Standards of the UDO)

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

- 8.1 Article 6.3 Architectural Standards: Shall not apply, rather, in order to ensure

compatibility with the surrounding rural and agricultural character, new Buildings shall use exterior building materials, roof line treatments and roofing materials that are compatible with and consistent with the existing buildings within the District, as depicted in the Existing Character Exhibit.

- 8.2 Article 6.8 Landscaping Standards: Shall not apply, rather, existing landscaping within the District, as depicted in the Existing Character Exhibit.
- 8.3 Article 6.14 Parking and Loading Standards: Shall apply, except as otherwise modified below.
  - A. Article 6.14(G)(7) Off-street Parking; Surfacing and Curbs: Shall not apply.
- 8.4 Article 6.17 Sign Standards: Shall apply, except as otherwise modified below.
  - A. Article 6.17(H)(2): Shall apply, except that two (2) signs shall be permitted at the entrance on 161<sup>st</sup> Street, one (1) affixed to each fence on either side of the entrance.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS DD DAY OF \_\_\_\_\_, 2019.

WESTFIELD CITY COUNCIL

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
James J. Edwards

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James J. Edwards

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James J. Edwards

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Steven Hoover

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Steven Hoover

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Steven Hoover

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Robert L. Horkay

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Mark F. Keen

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Charles Lehman

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Charles Lehman

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Charles Lehman

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Cindy L. Spoljaric

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Cindy L. Spoljaric

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Cindy L. Spoljaric

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-10** was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-10**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-10**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

This document prepared by: Pamela L. Howard, Senior Planner, City of Westfield, Economic and  
Community Development Department  
2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074 | (317) 804-3170

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



**SCHEDULE OF EXHIBITS**

Exhibit A      Real Estate (Legal Description)

Exhibit B      Concept Plan

Exhibit C      Character Exhibit

**EXHIBIT A**  
**REAL ESTATE**

**A part of the Southeast Quarter of Section Eleven (11), Township Eighteen (18) North, Range Three (3) East, located in Washington Township, Hamilton County, Indiana, being described as follows: Commencing at a PK Nail at the Northwest Corner of said Southeast Quarter of Section Eleven (11), Township Eighteen (18) North, Range Three (3) East; thence North 89 degrees 10 minutes 59 seconds East (assumed bearing) along the North line of said Southeast Quarter 414.17 feet to a mag nail, said point also being the point of beginning; thence continue thence North 89 degrees 10 minutes 59 seconds East along the North line of said Southeast Quarter 250.00 feet to a mag nail; thence South 00 degrees 06 minutes 35 seconds West parallel to the East line of said Southeast Quarter 871.20 feet to a 5/8 inch iron pin with a orange cap stamped "Polaris 9600005"; thence South 89 degrees 10 minutes 59 seconds West parallel to the North line of said Southeast Quarter 250.00 feet to a 5/8 inch Iron pin with a orange cap stamped "Polaris 9600005"; thence North 00 degrees 06 minutes 35 seconds East parallel to the East line of said Southeast Quarter 871.20 feet to the point of beginning and containing 5.00 acres more or less.**

**Rights and benefits of a utility easement and an Ingress and egress easement as described in and created in Easement Agreement recorded December 10, 2004 as Instrument Number 200400083566 in the Office of the Recorder of Hamilton County, Indiana.**

**Tax ID Number(s): 08-09-11-00-00-013.103**

**EXHIBIT B**  
**CONCEPT PLAN**



**EXHIBIT C**  
**CHARACTER EXHIBIT**





**EXHIBIT C**  
**CHARACTER EXHIBIT**



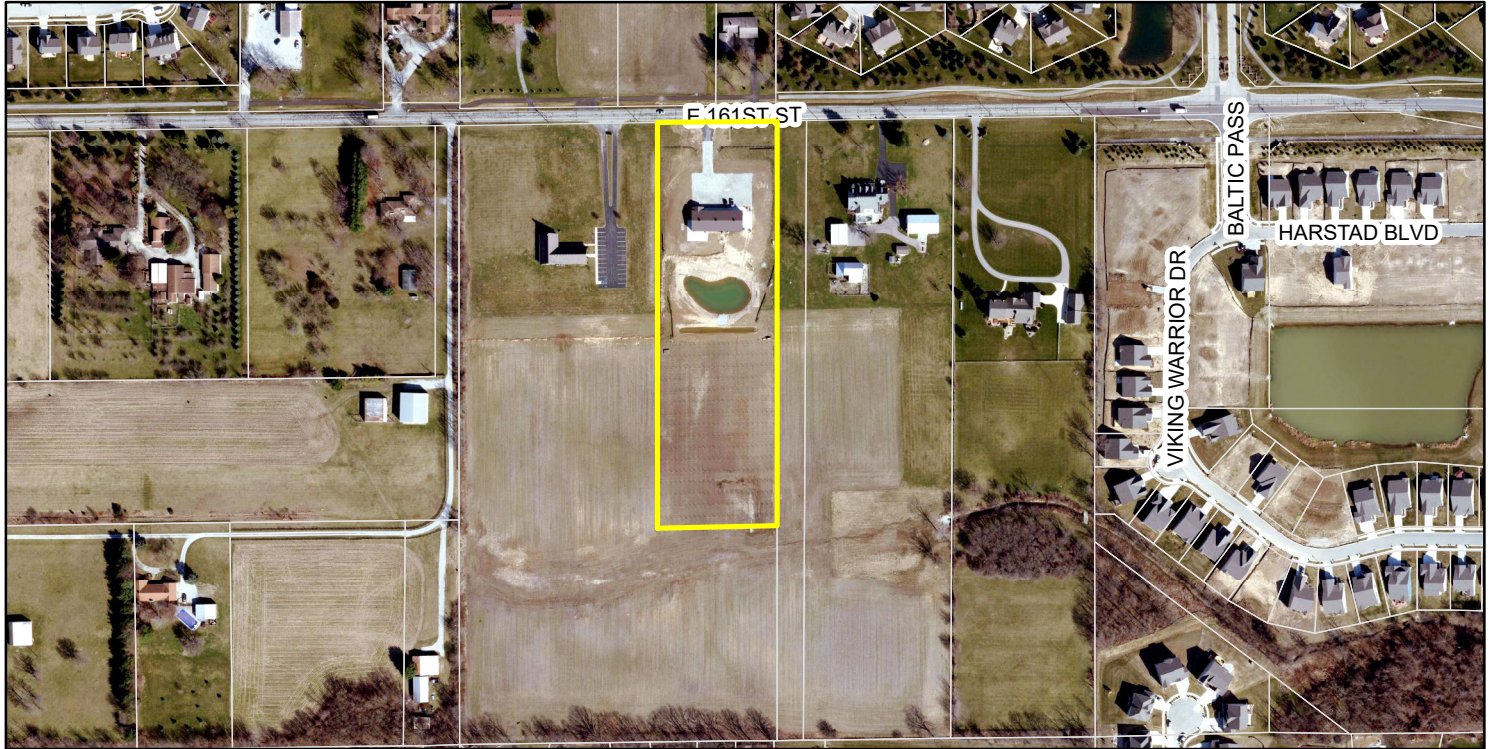
**EXHIBIT B**  
**CONCEPT PLAN**



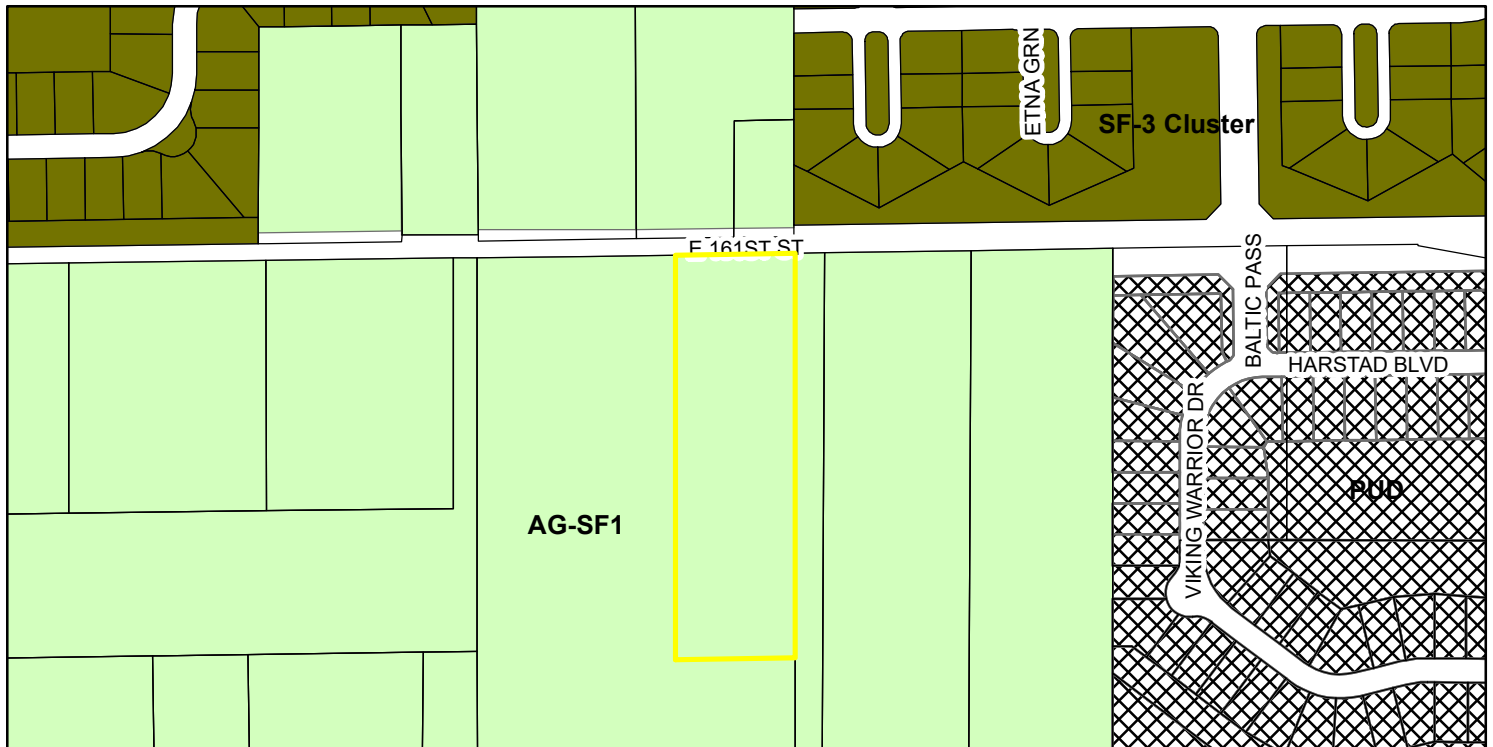


### Aerial Location Map

 Site



### Zoning Map



## ORDINANCE NUMBER 19-09

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

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

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

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1904-PUD-05**), 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. 1904-PUD-05** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a \_\_\_\_\_ recommendation (#-#) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on \_\_\_\_\_, 2019;

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

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



**Section 1. Applicability of Ordinance.**

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "**iBeach31 at Grand Park PUD District**" (the "District").
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter ("*Chapter*") and Article ("*Article*") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

- 2.1 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*. The concept plan provides one possible site layout for parking, internal drives and building locations of new improvements. The final layout and site plan shall be subject to the terms and conditions of this ordinance and may vary from the Concept Plan.

**Section 4. Underlying Zoning District(s).** The Underlying Zoning District of this District shall be the GB: General Business District (the "Underlying Zoning District").

**Section 5. Permitted Uses.** The only permitted use on the Real Estate shall be:

- 5.1 Indoor multi-sport athletic facility including but not limited to Sand Volleyball, Hard Surface Volleyball, Basketball, & Football. Offices, retail sales, athletic and recreational uses (strength conditioning services and equipment), locker rooms, rehabilitation and recovery services, and other temporary or permanent similar and associated uses as may be determined by the Director (collectively,

the “Athlete Facility”).

5.2 Outdoor multi-sport sand courts specifically for but not limited to sand volleyball.

5.3 Additional Uses: The following additional uses shall be permitted:

- A. Restaurant & Bar
- B. Office (office, Medical; Office, Professional; Office, General Services).
- C. Health, fitness, and exercise center.

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

6.1 Minimum Lot Frontage: No Minimum

6.2 Minimum Building Setbacks: Ten (10) Feet

6.3 Maximum Building Height: Forty-Five (45) Feet

**Section 7.** **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:

- A. Building(s) shall be in substantial compliance with the Illustrative Character Exhibit”, attached hereto as Exhibit C. Although the Illustrative Character Exhibit does not necessarily represent the final design, it does hereby establish a benchmark for the quality and appearance of the structures permitted to be constructed and that contribute to the intent and vision for the district. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this ordinance.

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

- A. Article 6.8(K) Minimum Lot Landscaping Requirements: Shall not apply; rather, the following minimum plant materials shall be required per (1) acre: ten (10) shade trees; five (5) ornamental or evergreen trees; and twenty-five

(25) shrubs.

- B. Article 6.8(N) Buffer Yard Requirements: Shall not apply
- C. Article 6.8(O) Parking Area Landscaping: Shall apply with the following modifications: (i) A minimum of one (1) interior Parking Area island shall be required per twenty (20) Parking Spaces. The island shall be a minimum of one hundred and twenty (120) square feet in size and shall include a minimum of one (1) tree and four (4) shrubs; (ii) if Perimeter Parking area Landscaping is required, then the minimum number of plantings shall be one (1) tree and ten (10) shrubs per sixty (60) linear feet of Parking Area length. Plantings may be clustered in an aesthetically pleasing manner.

**Section 8.** **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see *Chapter 7: Subdivision Regulations*), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

ALL OF WHICH IS ORDAINED/RESOLVED THIS DD DAY OF \_\_\_\_\_, 2019.

**WESTFIELD CITY COUNCIL**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

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Jim Ake

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Cindy L. Spoljaric

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Cindy L. Spoljaric

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer



I hereby certify that **ORDINANCE 19-09** was delivered to the Mayor of Westfield

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-09**

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-09**

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

This document prepared by:

Katie Conner

[katie@ibeach31.com](mailto:katie@ibeach31.com)

219-363-7121 Mobile

David Bunch

[david@davidbunch.org](mailto:david@davidbunch.org)

317-509-6429 Mobile

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

**SCHEDULE OF EXHIBITS**

Exhibit A      Real Estate (Legal Description)

Exhibit B      Concept Plan

Exhibit C      Character Exhibit

**EXHIBIT A**  
**REAL ESTATE**

This description includes one (1) parcel of land:

PARCEL 1 (Parcel No: 08-05-26-00-00-014.000):

Lot F in Grand Park Subdivision, an addition to the City of Westfield, Hamilton County, Indiana, as per plat thereof, recorded December 17, 2014, as Instrument 2014057320, in the Office of the Recorder of Hamilton County, Indiana.

**EXHIBIT B**  
**CONCEPT PLAN**

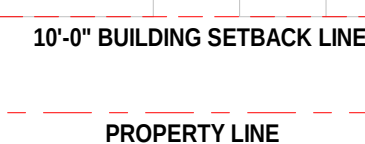






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## SITE PLAN



1 ARCHITECTURAL SITE PLAN  
A0.1 1" = 20'-0"

**CERTIFICATION:**

[illegible]

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|-----------------|---------|
| PLOT DATE:      | 2/25/19 |
| PROJECT NUMBER: | 150023  |

# A0.1

|             |    |
|-------------|----|
| CHECKED BY: | PW |
| DRAWN BY:   | PW |

THESE DRAWINGS ARE GIVEN IN  
CONFIDENCE AND SHALL BE USED  
ONLY PURSUANT TO THE  
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WRITTEN CONSENT OF  
**M.D. ARCHITECTS, P.C.**  
ALL OTHER COPYRIGHT AND  
COMMON LAW RIGHTS ARE HEREBY



**EXHIBIT C**  
CHARACTER EXHIBIT

[See Following Pages]





Enter address here

BUILDING ELEVATIONS



**ELEVATION - NORTH**



**ELEVATION - SOUTH**



3 ELEVATION - EAST  
A2.0 1/16" = 1'-0"



**ELEVATION - WEST**

**CERTIFICATION:**

[illegible]

|             |       |                 |         |
|-------------|-------|-----------------|---------|
| CHECKED BY: | CHAMF | PLOT DATE:      | 2/25/14 |
| DRAWN BY:   | Autor | PROJECT NUMBER: | 190020  |

SHEET:

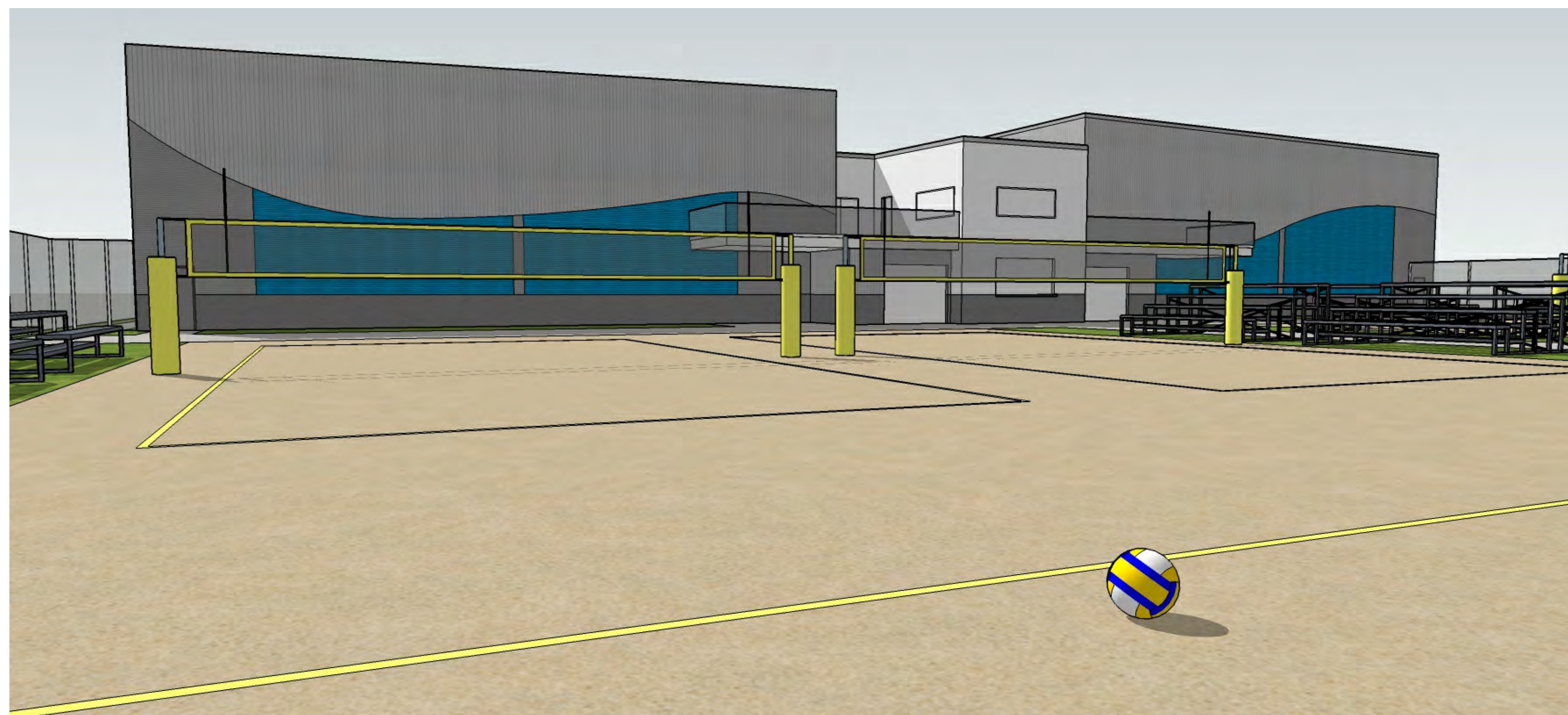
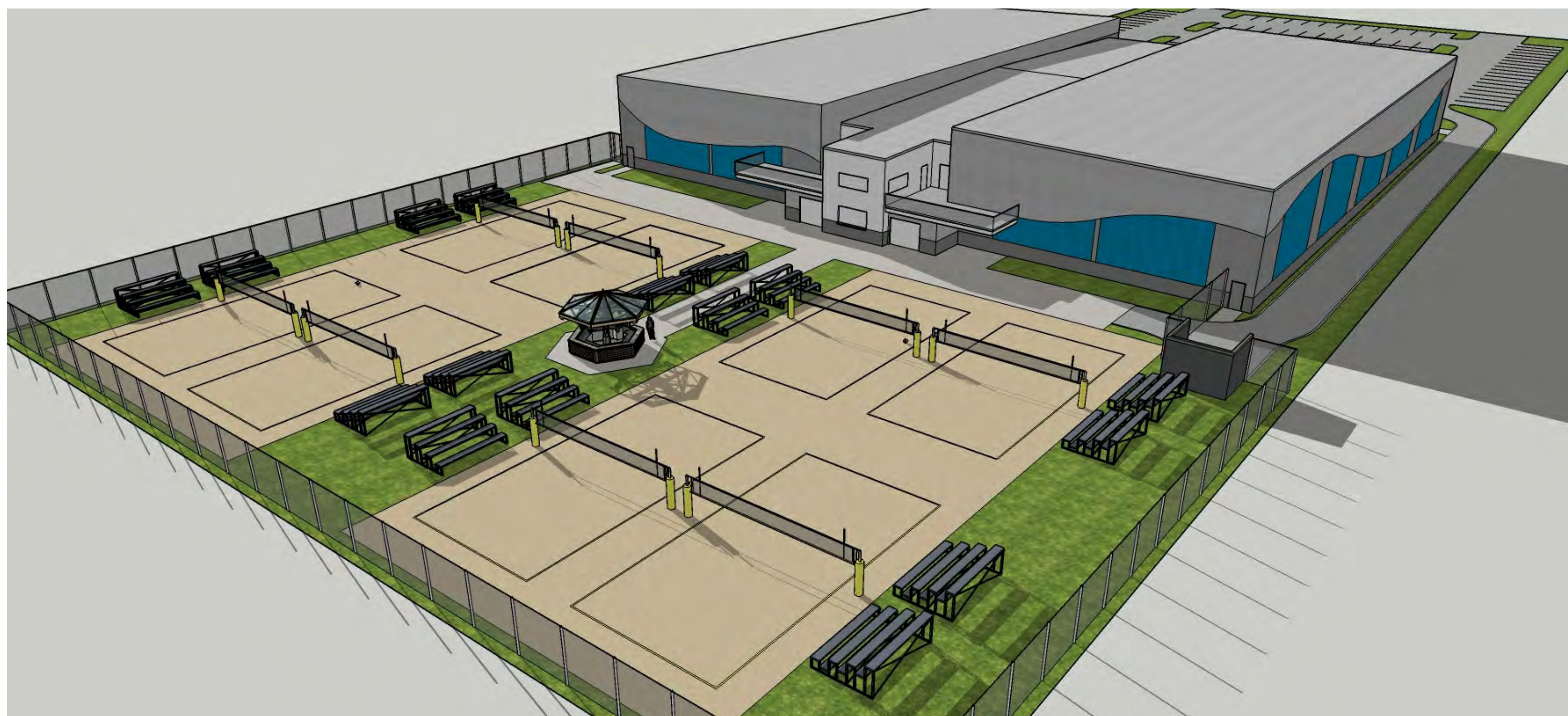
**BUILDING  
ELEVATIONS**

**A2.0**

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CONFERENCE AND SHALL BE USED  
ONLY PURSUANT TO THE  
WRITTEN CONSENT OF  
**MO ARCHITECTS, P.C.**  
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BE MADE WITHOUT THE WRITTEN  
CONSENT OF  
**MO ARCHITECTS, P.C.**  
ALL RIGHTS ARE RESERVED.  
COMMON LAW RIGHTS ARE HEREBY  
SPECIALLY RESERVED.

# A2.0





## iBEACH31 VOLLEYBALL COMPLEX

Enter address here

Unnamed

|                                                                                                                                                                                                                                                                          |                   |                                                                                              |                      |                                             |                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------------------------------------|----------------------|---------------------------------------------|---------------------------------------------|
| DESIGNED BY:<br>JAMES R. ST.                                                                                                                                                                                                                                             | Checked<br>G.M.D. | DATE: 10/20/13                                                                               | PROJECT NAME: A-1000 | 2013                                        | CERTIFICATION                               |
| <p>THESE DRAWINGS ARE GIVEN IN FULL PAYMENT OF THE FEE ONLY AND RETURN TO THE ARCHITECT IMMEDIATELY UPON COMPLETION OF THE PROJECT. NO OTHER USE OR REPRODUCTION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ALL RIGHTS OF THE ARCHITECT ARE RESERVED.</p> |                   | <p>DATE: _____</p> <p>NO. SHEETS FOR: _____</p> <p>TITLE: _____</p> <p>NO. SHEETS: _____</p> |                      | <p>DATE: _____</p> <p>NO. SHEETS: _____</p> | <p>DATE: _____</p> <p>NO. SHEETS: _____</p> |
|                                                                                                                                                                                                                                                                          |                   | <p>DATE: _____</p> <p>NO. SHEETS: _____</p>                                                  |                      | <p>DATE: _____</p> <p>NO. SHEETS: _____</p> |                                             |
| <p>PROJECT NAME: A-1000</p>                                                                                                                                                                                                                                              |                   | <p>DATE: _____</p> <p>NO. SHEETS: _____</p>                                                  |                      | <p>DATE: _____</p> <p>NO. SHEETS: _____</p> | <p>DATE: _____</p> <p>NO. SHEETS: _____</p> |





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BUILDING ELEVATIONS



**ELEVATION - NORTH**



**ELEVATION - SOUTH**



3 ELEVATION - EAST  
A2.0 1/16" = 1'-0"



**ELEVATION - WEST**

**CERTIFICATION:**

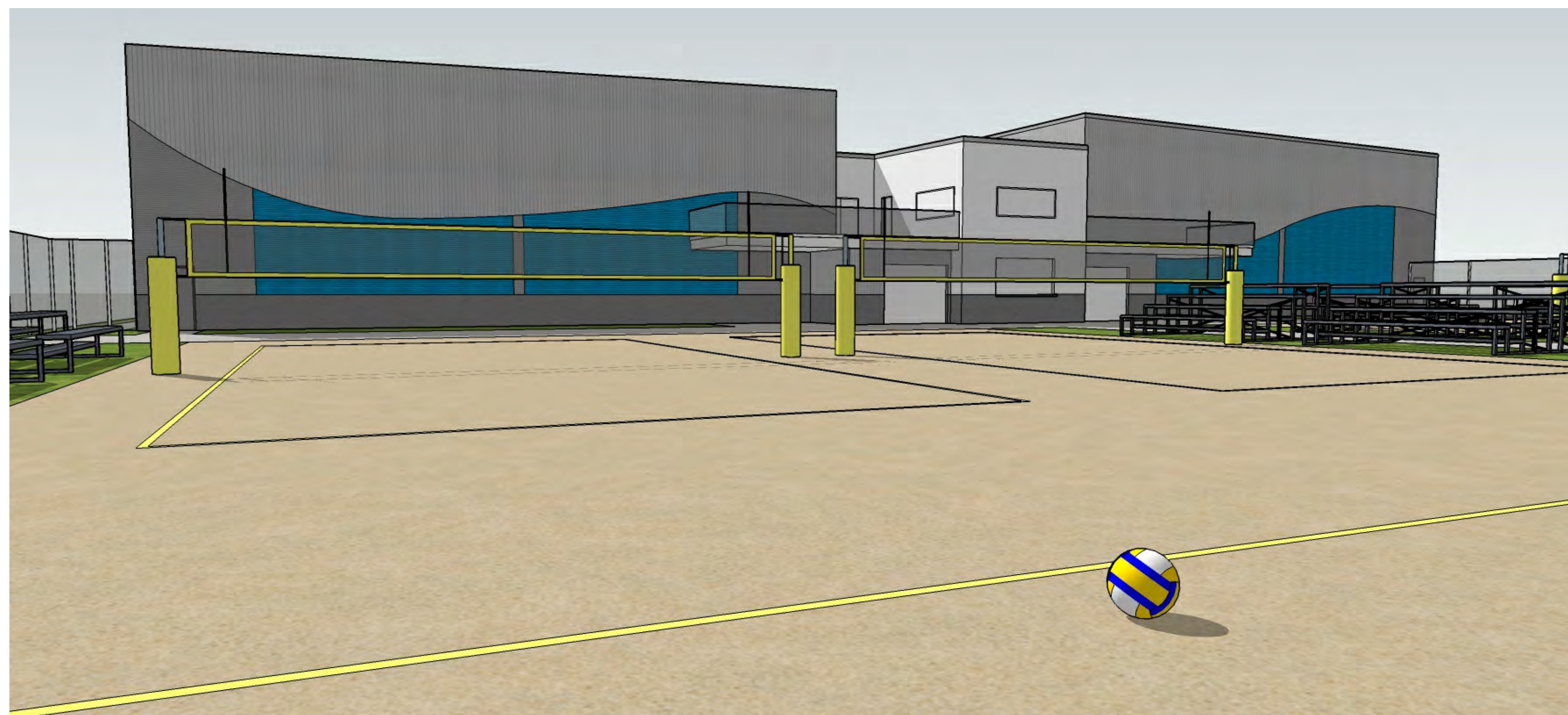
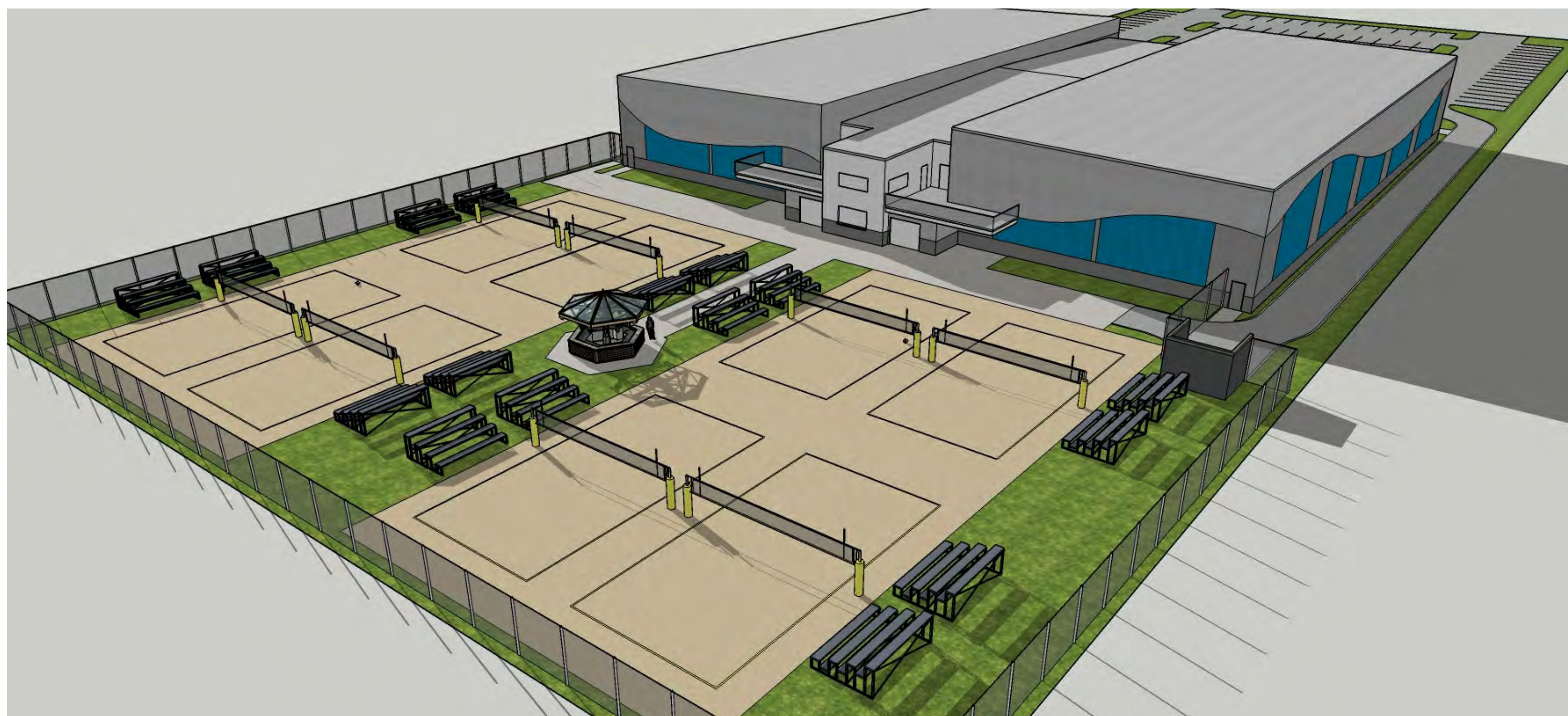
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| PROJECT NUMBER: | 190033  |

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**M.D. ARCHITECTS, P.C.**  
ALL OTHER COPYRIGHT AND  
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SPECIFICALLY RESERVED.





# iBEACH31 VOLLEYBALL COMPLEX

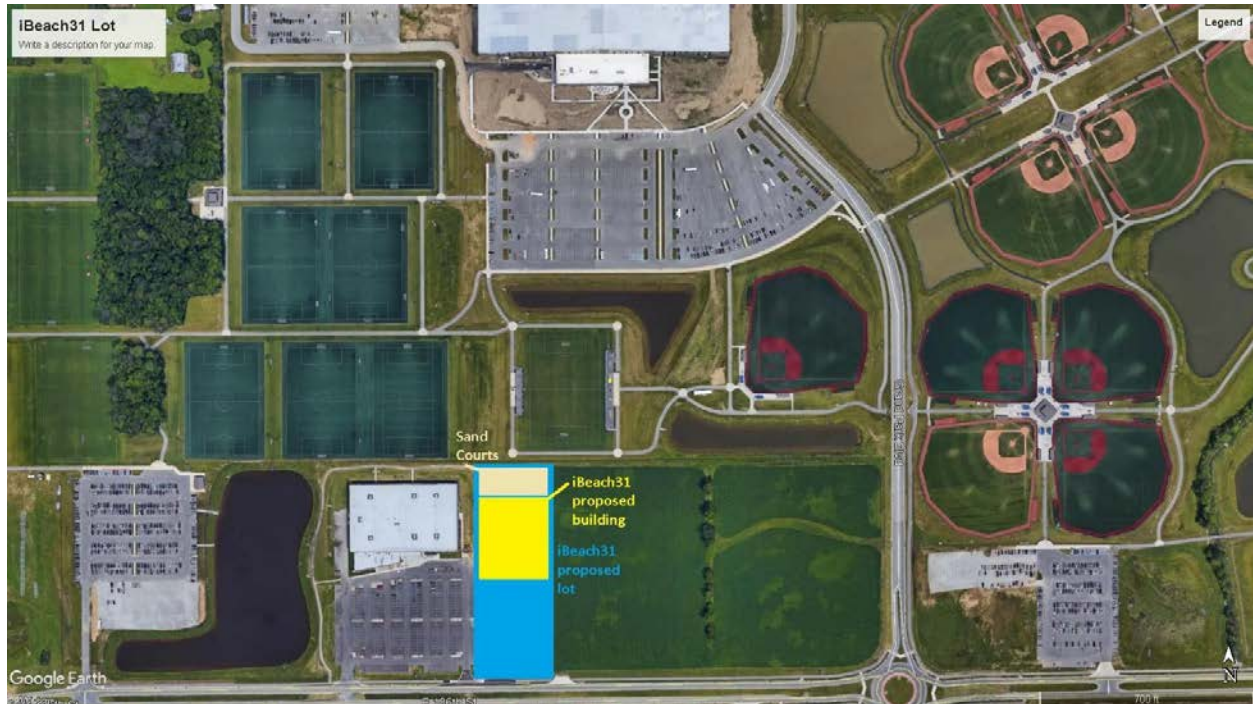
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**EXHIBIT B**  
**CONCEPT PLAN**

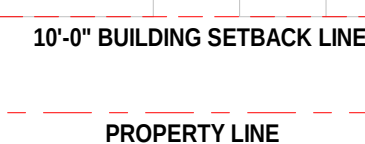






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## SITE PLAN



1 ARCHITECTURAL SITE PLAN  
A0.1 1" = 20'-0"

**CERTIFICATION:**

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| PLOT DATE:      | 2/25/19 |
| PROJECT NUMBER: | 190033  |

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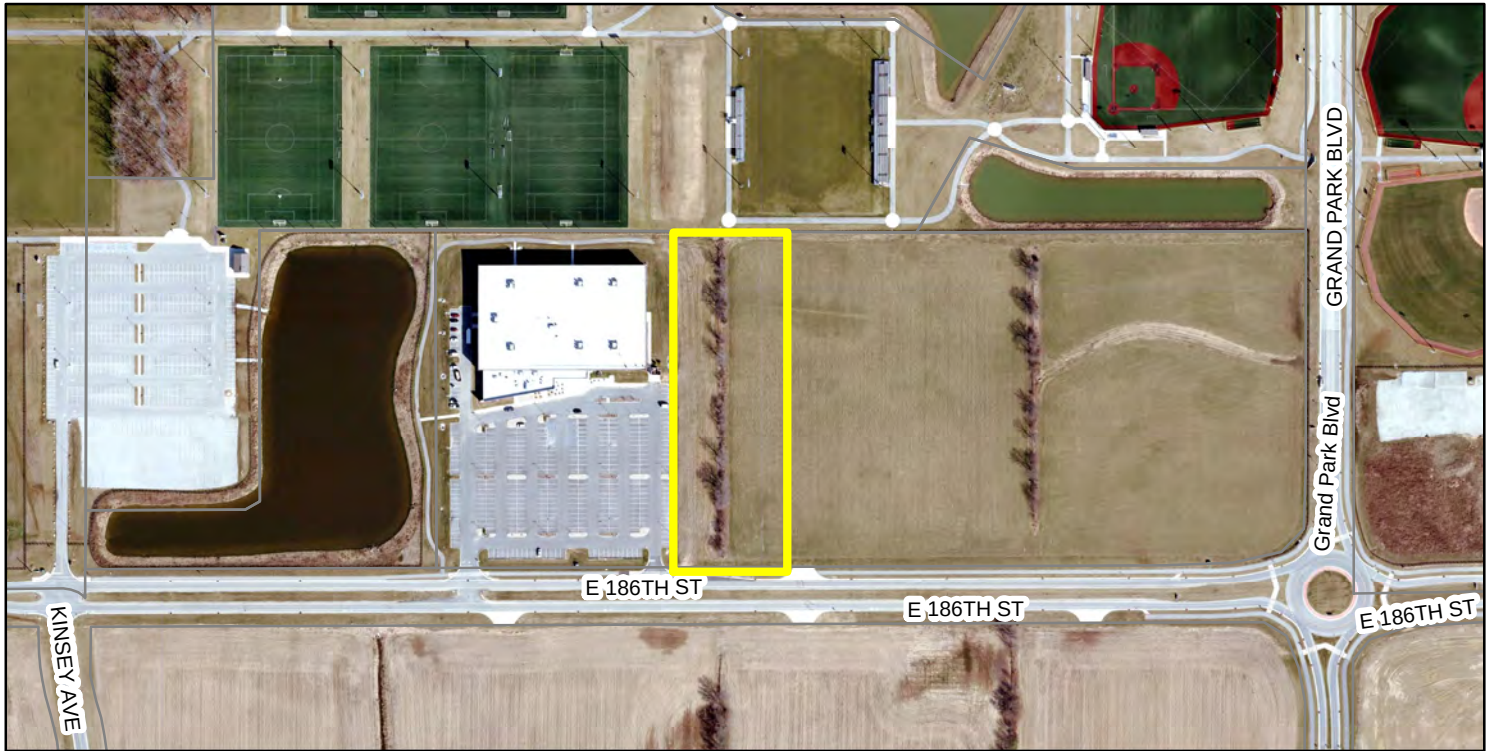
PLOT DATE: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_

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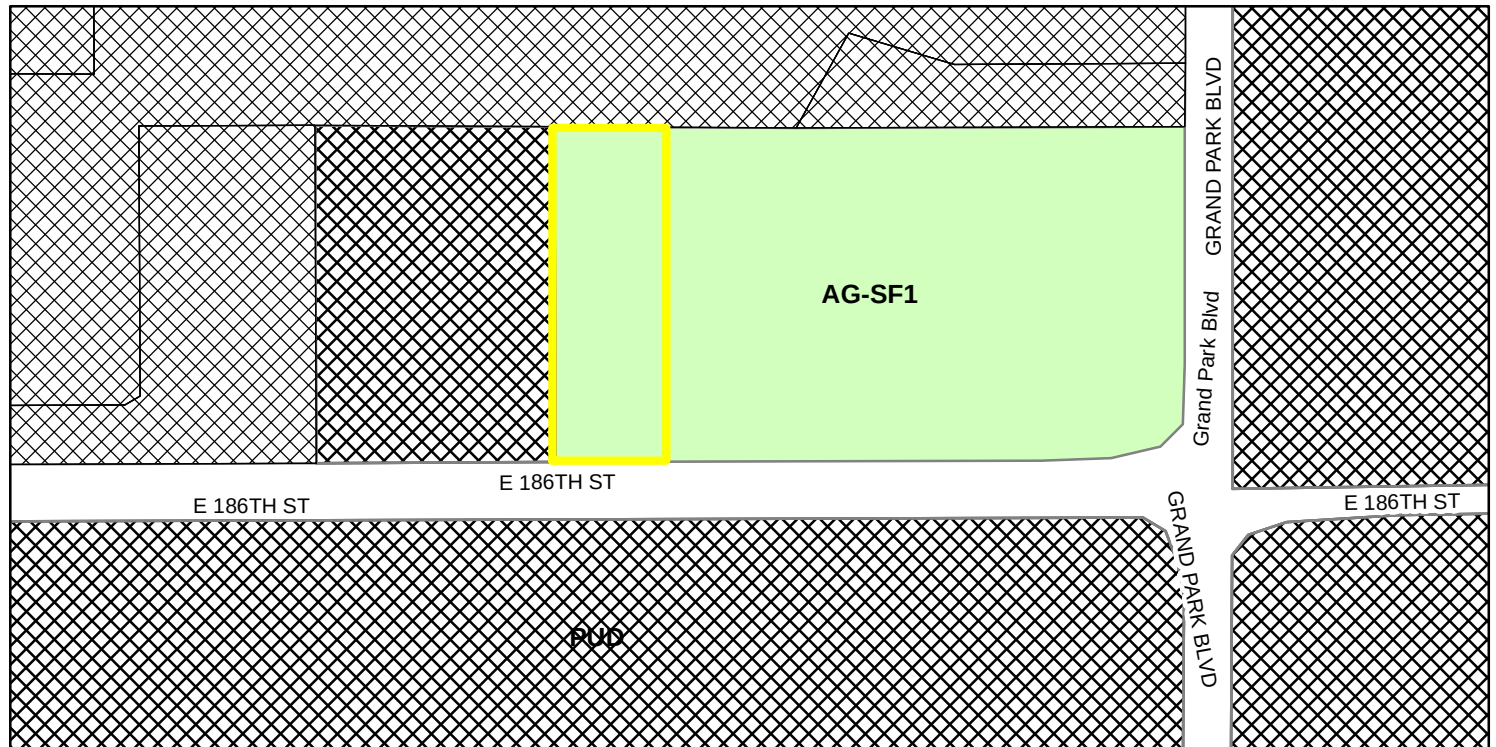


**Aerial Location Map**

 Site



**Zoning Map**





**ORDINANCE NUMBER 19-08**

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON  
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING  
AMENDMENT TO THE SOUTHOAK PLANNED UNIT DEVELOPMENT DISTRICT  
BEING THAT OF ORDINANCE 03-12 AND THE UNIFIED DEVELOPMENT  
ORDINANCE**

This is an Ordinance (this "Ordinance") to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance" or "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; and

**WHEREAS**, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Council") enacted Ordinance No. 03-12, Southoak Planned Unit Development District on June 9, 2003, recorded as Instrument No.200400008892 in the Office of the Recorder of Hamilton County, Indiana (the "Southoak PUD Ordinance");

**WHEREAS**, the Westfield-Washington Township Advisory Plan Commission ("Commission") considered a petition (**Petition No. 1904-PUD-07**) filed with the Commission requesting an amendment to the Unified Development Ordinance, the Southoak PUD Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** ("Real Estate");

**WHEREAS**, the Commission forwarded **Petition No. 1904-PUD-07** to the Common Council of the City of Westfield, Hamilton County, Indiana with a \_\_\_\_\_ recommendation (\_\_\_ in favor, \_\_\_ against) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**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     This Ordinance, which shall be referred to as the “Southoak PUD Amendment” shall amend the Southoak PUD Ordinance as applicable to the Real Estate described in Exhibit A hereto.
- 1.2     All other provisions of the Southoak PUD Ordinance shall remain in effect with the adoption of this Ordinance.
- 1.3     Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits; (ii) the Southoak PUD Ordinance; and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District (the “Underlying Zoning District”) or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Southoak PUD Ordinance.
- 1.4     Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.5     All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

**Section 2.**     **Concept Plan.** The Real Estate shall be developed in substantial compliance with the Concept Plan, which is attached hereto as **Exhibit B.**

**Section 3.**     **Uses.** In addition to the uses permitted in Exhibit 3 of the Southoak PUD Ordinance, “Schedule of Uses Permitted in the EI District”, the following uses shall also be permitted on the Real Estate:

- Commissary, food, catering service
- Concrete contractors, no outdoor storage
- Dancing schools
- Engineering and Research labs, no use of or storage of hazardous waste and chemicals
- Exterminators, no storage of animals
- General Construction company, no outdoor storage
- Health Fitness and exercise center
- Home Remodeling company
- Indoor Sports and recreational Facilities
- Manufacturer of instruments
- Manufacturer of musical instruments
- Paint and decorating contractors
- Plumbing Contractors, no heavy equipment
- Roofing Contractors
- Sheet metal shop/contractors, no outdoor storage

**Section 4.**    **Landscaping Standards.** Landscaping Standards, as applicable to the Underlying Zoning District, shall apply to the development of the Real Estate except as otherwise modified below.

- 4.1    Required Buffer Yard, Side Yard: Any Required Buffer Yard located in a Side Yard of the Real Estate shall have a minimum depth of twenty (20) feet.
- 4.2    Required Buffer Yard, Rear Yard: If one or multiple Loading and Unloading Berths are located on the Rear Façade of a building, no Buffer Yard Shall be required. Instead, standards set forth in Section 5.2 of this Ordinance shall apply. If no Loading and Unloading Berths are located on the Rear Façade of a building, Buffer Yard Standards set forth in the Underlying Zoning District shall apply.

**Section 5.**    **Modification to Underlying Zoning.** In addition to standards set forth in Section 5(C)(3) of the Southoak PUD, the following shall also apply to the Real Estate:

- 5.1    Loading and Unloading Berths, Side Façade: If one or multiple Loading and Unloading Berths are located on a Side Façade of a building that is oriented towards a property not located within the Southoak PUD, a berm at least three (3) feet in height must be built along the property line adjacent to the Side Façade.
  - A.    This berm shall commence no further south than the midpoint of a building's Side Façade and continue to run the remaining length of the Side Lot Line.
  - B.    On the top of this berm shall be a staggered row of evergreen trees which shall screen any Loading and Unloading Berths from the adjacent property not located within the Southoak PUD.
- 5.2    Loading and Unloading Berths, Rear Façade: If one or multiple Loading and Unloading Berths are located on the Rear Façade of a building, a berm at least three (3) feet in height must be built along the property line adjacent to the Rear Façade.
  - A.    On the top of this berm shall be a staggered row of evergreen trees which shall screen any Loading and Unloading Berths from the adjacent property to the south that is not located within the Southoak PUD.

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

**WESTFIELD CITY COUNCIL**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

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Steven Hoover

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

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Robert L. Horkay

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

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Mark F. Keen

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Charles Lehman

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Charles Lehman

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Charles Lehman

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Cindy L. Spoljaric

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Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-08** was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-08**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-08**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

This document prepared by:  
Russell L. Brown, Clark, Quinn, Moses, Scott & Grahn, LLP, 320 N. Meridian Street, Suite 1100, Indianapolis,  
Indiana 46204

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. Russell L. Brown

**EXHIBIT A**  
REAL ESTATE



A PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 3 EAST, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS WEST (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, 1183.04 FEET TO THE NORTHWEST CORNER OF RIDGEWOOD SECTION TWO, AS RECORDED IN PLAT BOOK 6, PAGES 75-77, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 87 DEGREES 41 MINUTES 43 SECONDS EAST ON THE NORTH LINE OF SAID SUBDIVISION AND THE PROLONGATION THEREOF, 1290.23 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED REAL ESTATE, SAID POINT BEING MARKED BY A 5/8 INCH REBAR WITH WEIHE CAP ("CAPPED REBAR"); THENCE NORTH 00 DEGREES 11 MINUTES 26 SECONDS EAST, 331.27 FEET TO A CAPPED REBAR; THENCE NORTH 87 DEGREES 41 MINUTES 26 SECONDS EAST, 526.44 FEET TO A CAPPED REBAR; THENCE SOUTH 00 DEGREES 11 MINUTES 26 SECONDS WEST, 331.32 FEET TO A CAPPED REBAR ON THE PROLONGATION OF SAID NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 87 DEGREES 41 MINUTES 43 SECONDS WEST ON SAID LINE, 526.44 FEET TO THE POINT OF BEGINNING, CONTAINING 4.00 ACRES, MORE OR LESS.

EXCEPT:

A PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS WEST (ASSUMED BEARING), ON THE WEST LINE OF SAID NORTHWEST QUARTER, 1183.04 FEET TO THE NORTHWEST CORNER OF RIDGEWOOD SECTION TWO, AS RECORDED IN PLAT BOOK 6, PAGES 75-77, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 87 DEGREES 41 MINUTES 43 SECONDS EAST, ON THE NORTH LINE OF SAID SUBDIVISION, AND THE PROLONGATION THEREOF, 1290.23 FEET, TO THE SOUTHWEST CORNER OF THE PARENT TRACT OF REAL ESTATE, SAID POINT BEING MARKED BY A 5/8 INCH REBAR WITH WEIHE CAP ("CAPPED REBAR"); THENCE CONTINUING NORTH 87 DEGREES 41 MINUTES 43 SECONDS EAST, ALONG THE PROLONGATION OF THE NORTH LINE OF SAID SUBDIVISION, 486.40 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED REAL ESTATE; THENCE NORTH 00 DEGREES 11 MINUTES 26 SECONDS EAST, 331.31 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 26 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTHPARK DRIVE, 40.04 FEET TO A CAPPED REBAR; THENCE SOUTH 00 DEGREES 11 MINUTES 26 SECONDS WEST, 331.32 FEET TO A CAPPED REBAR ON THE PROLONGATION OF SAID NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 87 DEGREES 41 MINUTES 43 SECONDS WEST ON SAID LINE, 40.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.304 ACRES, MORE OR LESS.

Parcel No: 09-09-12-00-00-002.101

State ID No: 29-09-12-000-002.101-015

**EXHIBIT B**  
CONCEPT PLAN



## ORDINANCE NUMBER 19-02

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

This is a Planned Unit Development District Ordinance (to be known as the "**LANCASTER 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. 11-19 (the "Springmill Trails PUD Ordinance"), on September 12, 2011;

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1902-PUD-03**), 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. 1902-PUD-03** to the Common Council with a **Favorable** recommendation (**7-0**) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on March 6, 2019;

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

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

#### **Section 1. Applicability of Ordinance.**

- 1.1 This Ordinance, which shall be referred to as the "**Lancaster PUD District**" (the "District"), shall amend and replace in its entirety the Springmill Trails PUD Ordinance and all amendments thereto and any related zoning commitments, if any, as applicable to the Real Estate. 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 "**Lancaster PUD District.**"

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

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

- 2.1 District Map: The map as illustrated on what is attached hereto as **Exhibit C** which outlines the two (2) individual Areas of the District.
- 2.2 Duplex Dwelling / Paired Villas: A Building consisting of a total of two (2) Dwelling Units.
- 2.3 Area A: The part of the Real Estate depicted on the District Map as Area A.
- 2.4 Area B: The part of the Real Estate depicted on the District Map as Area B. Area B may increase by as much as five (5) acres and as illustrated on a Primary Plat.

**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 District is hereby divided into two (2) areas as illustrated on the Concept Plan and labeled as Areas A and B (individually or collectively, "Area"). Development of each Area shall be regulated as set forth in this Ordinance.

**Section 4.**     **Underlying Zoning District(s).** The Underlying Zoning District shall be set forth below as illustrated on the attached Concept Plan.



4.1 Area A: SF4: Single-Family High Density District.

4.2 Area B: SFA: Single-Family Attached 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 Single-Family Detached Homes shall be permitted in Area B.

5.3 Maximum Dwellings: The total number of Dwelling Units permitted in the District shall not exceed four-hundred and ninety (490).

A. Maximum Duplex Dwelling Units: The maximum number of Duplex Dwelling Units permitted in Area B shall not exceed one-hundred (100).

B. Maximum Townhome Dwelling Units: The maximum number of Townhome Dwelling Units permitted in Area B shall not exceed two-hundred (200).

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

6.1 Common Areas shall not be subject to the Minimum Lot Frontage provisions of the Underlying Zoning District; however, Article 8.6(C) shall apply.

6.2 The following standards for Area A shall be applied to the Areas as depicted on the District Map:

| <b>Standard</b>                 | <b>Area A</b> |
|---------------------------------|---------------|
| Minimum Lot Area                | 9,000sqft     |
| Minimum Lot Frontage            | 40'           |
| Minimum Building Setback        |               |
| Front Yard                      | 20'           |
| Side Yard / Building Separation | 0' / 10'      |
| Rear Yard                       | 20'           |
| Minimum Lot Width               | 70'           |
| Maximum Building Height         | 2 ½ Stories   |
| Minimum Living Area (Total)     |               |
| Single Story                    | 1,400sqft     |
| Two Story                       | 2,000sqft     |

6.3 The following standards for Area B shall be applied to the Area as depicted on the

District Map:

| Standard                                      | Paired Villas | Townhomes  |
|-----------------------------------------------|---------------|------------|
| Minimum Lot Area                              | 3,500sqft     | No Minimum |
| Minimum Lot Frontage                          | 30'           | No Minimum |
| Minimum Building Setback                      |               |            |
| Front Yard                                    | 20'           | 0'         |
| Side Yard                                     | 0'            | 0'         |
| Rear Yard                                     | 10'           | 0'         |
| Minimum Distance Between Buildings            | 10'           | 20'        |
| Maximum Lot Coverage                          | No Maximum    | No Maximum |
| Minimum Lot Width                             | 40'           | No Minimum |
| Maximum Dwelling Units Per Building           | 2             | 8          |
| Maximum Building Height                       | 1 ½ Stories   | 3 Stories  |
| Minimum Living Area (Total) Per Dwelling Unit | 1,500sqft     | 1,250sqft  |

- 6.4 The standards in Section 6.2 of this Ordinance shall apply to Single-Family Detached Lots in Area B.

**Section 7.** **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. Perimeter Lots: Article 6.3(C)(1)(a) requirements shall apply when a Dwelling's side façade is oriented toward the External Street.
- B. Additional Architectural Standards – Area A: Article 6.3(C) shall apply to Area A except as modified below:
  - i. Character Exhibit: The Character Exhibit for single-family detached dwellings, attached hereto as **Exhibit D**, is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in the District. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture of Dwellings within the District.
  - ii. Perimeter Lots Fronting Spring Mill Road:
    - a) Building Materials: The Front Façade shall be one-hundred percent (100%) masonry.

- b) Garages: Side-Load or Courtyard garages shall be required for a minimum of three (3) of the lots facing Spring Mill Road.
  - c) Windows: Shutters shall be placed on all operable windows on the Front Façade.
- iii. Building Materials: In addition to Article 6.3(C)(3) Building Materials, vinyl and aluminum siding shall be prohibited.
- iv. Minimum Overhang: The roof overhang or eaves shall be a minimum of eleven inches (11”), as measured prior to the installation of Masonry Materials.
- v. Garage Composition and Orientation:
  - a) All Dwellings shall have a minimum two (2) car attached garage.
  - b) Garage door designs shall include a variety of design elements including windows and/or hardware to vary the appearance of garage doors based on the architectural style of the dwelling.
  - c) A minimum of two (2) garage door styles shall be utilized. Different windows and door hardware do not count as a different style.
  - d) All garage doors shall be cased with either masonry or trim not less than a nominal six inches (6”) wide.
- vi. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade:
  - a) At a minimum, the Front Building Façade shall have a two-foot (2’) knee wall of Masonry Material (exclusive of doors, windows, garage doors and areas under covered porches). The exterior Building Materials shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer panels, horizontal siding, shake siding, and board and batten siding.
  - b) A minimum of two (2) six-inch (6”) offsets or one (1) four-foot (4’) offset, both of which is a minimum height equivalent to one-story, excluding relief for doors, windows, and garages (homes incorporating two (2) or more architectural breaks shall be deemed to have met two (2) of the element requirements).

- c) All front door entranceways shall be covered by not less than a four-foot (4') deep by six-foot (6') wide roof measured prior to the installation of any siding, cladding, and/or Masonry Materials.
  - d) The roof design shall consist of at least one of the following features: a hip roof, dormer, Dutch hip, jerkinhead roof, shed roof accent, cornice returns, multiple gables, or two (2) or more roof planes.
- vii. Side Building Façade Requirements: Each Dwelling shall utilize a minimum of two (2) of the following architectural elements on each Side Building Façade. Side Building Façades adjoining a street internal to the District, which are located on a corner lot shall utilize a minimum of three (3) of the architectural elements noted below on the Side Building Façade that adjoins the internal street:
  - a) Architecturally-enhanced trim a minimum of a nominal six inches (6") wide.
  - b) Architectural treatment (e.g., brackets, louvers, change in material pattern, etc.) on gable ends.
  - c) Sunroom or morning room with a minimum one hundred square feet (100sqft) of additional living space located on Side or Rear Façade.
  - d) A window bay or box out not less than six feet (6') wide.
  - e) Hip roof.
  - f) Roofline direction change, roofline height change, or two (2) or more roof planes.
  - g) A minimum of two (2) or more windows per each Side Building Façade.
  - h) A minimum of two (2) six-inch (6") offsets or one (1) four-foot (4') deep offset which is a minimum height equivalent to one-story.

C. Additional Architectural Standards – Area B: Article 6.3(C) shall not apply to Area B, rather, the following shall apply:

- i. Character Exhibit: The Character Exhibit for Duplex Dwellings, attached hereto as **Exhibit E**, and the Character Exhibit for Townhomes, attached hereto as **Exhibit F**, is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be



constructed in the District. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture of Dwellings within the District.

- ii. Section 7.1(C) of this Ordinance shall apply to Single-Family Detached Lots.
- iii. Building Materials: Permitted exterior building materials are: Masonry (brick or cultured stone), vinyl siding (horizontal, shake and board and batten with a minimum gauge of .046), composite trim, composite veneer panels, vinyl shutters, aluminum facia, aluminum soffits, aluminum downspouts/gutters.
- iv. Minimum Overhang: The primary/main roof overhang or eaves shall be a minimum of eleven inches (11”) on all facades of each Building, as measured prior to the installation of any Masonry Materials.
- v. Paired Villas: The following standards shall apply to the Paired Villas of Area B:
  - a) Streetscape Diversity Standards: Duplex Dwellings adjoining any subject Duplex Dwelling on the same side of the street or most directly across the street shall not have the same elevation or color package.
  - b) Perimeter Lots Fronting 186<sup>th</sup> Street: Paired Villas fronting 186<sup>th</sup> shall require one (1) the following:
    - i. A maximum of one (1) garage shall orient toward 186<sup>th</sup> Street.

-Or-

  - ii. One-hundred percent (100%) masonry material shall be utilized on the front façade and two (2) additional evergreen trees shall be planted in the landscape buffer along 186<sup>th</sup> Street.- c) Garages:
  - i. All Dwellings shall have a minimum two (2) car attached garage.
  - ii. In order to vary the appearance of garage doors and create street curb appeal, garage door designs shall include a mix and variety of design elements. A minimum of two (2) basic garage door styles (with windows, without windows, and mixed) matching the

door style shall be utilized and a variety of color packages will be utilized. Garage door colors shall match or compliment either the siding or trim color of the Duplex Dwelling based on each Duplex Dwelling's architectural style and color package.

- iii. All garage doors shall have trim of not less than six-inch (6") nominal width.
- d) Roof Pitch: The minimum primary/main roof pitch shall be 6:12. Other secondary accent roof planes shall not be less than 5:12.
- e) Front Building Façade Requirements: At a minimum, each Duplex Dwelling shall utilize the following architectural elements on the Front Building Façade:
  - i. The exterior Building Materials shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer panels, horizontal siding, shake siding, and board and batten siding.
  - ii. All windows shall have either shutters or a nominal six-inch (6") trim board.
  - iii. A minimum of two (2) six-inch (6") offsets or one (1) four-foot (4') offset which is a minimum height equivalent to one-story (exclusive of windows, doors, garages, and other openings).
  - iv. The roof design shall consist of at least one (1) of the following features: hip roof, dormer, Dutch hip, jerkinhead, shed roof accent, cornice returns, multiple gables, or two (2) or more roof planes.
- f) Side Building Façade Requirements: At a minimum, the side elevation for each Duplex Dwelling shall utilize the following architectural elements:
  - i. A minimum of two (2) windows shall apply to each Exterior Side Elevation.
  - ii. All windows shall have a minimum four-inch (4") nominal width trim.
  - iii. Gable ends shall include a minimum of one (1) or more of the following architectural treatments: brackets, louvers, shutters, trim detail, or a change in material pattern.

- g) Rear Building Façade Requirements: At a minimum, the Rear Building Façade for each Duplex Dwelling shall utilize the following architectural elements:
  - i. A minimum of three (3) windows and a patio door shall apply to each Dwelling.
  - ii. All windows shall have a minimum four inches (4") nominal width trim.
- vi. Townhomes: The following standards shall apply to the Townhomes of Area B:
  - a) Perimeter Lots Fronting 186<sup>th</sup> Street: Townhomes fronting 186<sup>th</sup>, as shown on the Concept Plan with an asterisk (\*), shall require the front door to face 186<sup>th</sup> Street and the garage shall face an internal street.
  - b) Garages: All Dwellings shall have a two (2) car garage.
  - c) Roof Pitch:
    - i. The minimum primary/main and secondary roof pitches of all townhome buildings and garage buildings shall be no less than 6:12.
    - ii. Shed roof dormer accents shall be no less than 3:12.
  - d) Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade unless specifically noted otherwise:
    - i. Shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer panels, horizontal siding, shake siding or board and batten siding.
    - ii. Shutters or a six-inch (6") nominal trim board on all operable windows shall apply unless wrapped in masonry.
    - iii. A minimum of one (1) offset at least one-foot (1') deep by a minimum height equivalent to one-story (exclusive of relief for doors, windows and other openings). Said relief could be either on the first floor or second floor.
    - iv. A minimum of five (5) windows.

- v. Front door entranceways shall be covered by a porch not less than three feet (3') deep by five feet (5') wide (prior to installation of any Masonry Material).
  - vi. The roof design shall consist of at least one (1) of the following features: dormer, jerkinhead roof, shed roof accent, cornice returns, gables, or two (2) or more roof planes.
  - vii. Gable ends shall include a minimum of one of the following architectural treatments: brackets, trim detail, change in material pattern, sub-rake board not less than four-inch (4") nominal width or composite veneer panels.
- e) Side Building Façade Requirements: At a minimum, the side elevation for each end unit on each Townhome building shall utilize the following architectural elements (exclusive of common firewalls separating units contained in same building structure):
- i. A minimum of two (2) windows.
  - ii. All windows shall have a minimum four-inch (4") nominal width trim.
  - iii. A two-foot (2') wide return of Masonry Material extending from the front on the first floor.
  - iv. Architectural treatment (trim detail, a change in material pattern, etc.) shall be utilized on gable ends and shall be required on the corresponding end unit's garage side elevation.
  - v. For all Townhomes abutting a Common Area or Public Street, a two-foot (2') masonry knee wall shall apply to the exposed façade(s) and garages.
- f) Rear Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Rear Façade:
- i. A minimum of three (3) windows and a patio door.
  - ii. All windows shall have a minimum four-inch (4") nominal width trim.



- 7.2. Article 6.8 Landscaping Standards: Shall apply, except as otherwise modified or enhanced below.
- A. Street Trees: Article 6.8(J) Street Trees shall apply, however, a minimum spacing requirement of twenty feet (20') shall apply.
  - B. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified and enhanced below:
    - i. At a minimum, all Established Front Yards shall be sodded and the remainder of the Lot shall be seeded.
    - ii. Single-Family Detached Lots: The following shall apply to all Single-Family Detached Lots:
      - a) A minimum of: two (2) Shade Trees, two (2) Ornamental Trees and eight (8) Shrubs shall be required. A minimum of: two (2) trees and eight (8) shrubs shall be located in the Front Yard.
    - iii. Paired Villas: The following shall apply to the Paired Villas within Area B:
      - a) A minimum of: one (1) Shade Tree, one (1) Ornamental Tree and eight (8) Shrubs shall be required on each Paired Villa Lot. A minimum of: one (1) tree and four (4) shrubs shall be located in the Front Yard.
      - b) Each Paired Villa on a Corner Lot shall have one (1) additional tree (either shade or ornamental) in either Front Yards.
    - iv. Townhomes: The following shall apply to the Townhomes within Area B:
      - a) A minimum of: one (1) Shade Tree and four (4) Shrubs shall be required per Townhome Dwelling.
      - b) Each Townhome on a Corner Lot shall have one (1) additional Shade Tree in either Front Yards.
  - C. Buffer Yards and Common Areas: Article 6.8(N) Buffer Yard Requirements and common area landscaping requirements shall apply except as modified and enhanced below. Buffer Yard and common area landscaping shall be as generally depicted as **Exhibit G**. If a provision of Article 6.8 Landscaping Standards is in conflict with **Exhibit G**, then this Ordinance shall control. Relocation of plant materials shall be permitted as part

of the Development Plan approval:

- i. No mounds shall be required in a Buffer Yard.
- ii. A six-foot (6') privacy fence may be located within a Buffer Yard in lieu of the required plantings. Article 6.8(L) shall apply to the interior of the fence. If said privacy fence is not applied, all required planting materials shall be provided.

- D. Reforestation Area: A reforestation area shall be provided in the area depicted as "Reforestation Area" on the Concept Plan and installed as generally depicted in **Exhibit G** (page 3 of 3). The surface area of the Reforestation Area shall not apply to the calculation of the Open Space / Common Area Lot Landscaping Requirements.

**Section 8.** **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7: Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works 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: Shall be a minimum of twenty percent (20%) of the Real Estate, as generally shown on the Concept Plan.
- B. Amenities: The following amenities shall include, but shall not be limited to the following, as generally depicted on **Exhibit H**. The Amenities referenced in this Ordinance shall satisfy the requirements and obligations of **Section 2.4 of the Springmill Trails PUD** regarding Residential District 1 and shall be installed no later than the completion of two-hundred (200) dwelling units:
  - i. Passive Amenities: A central open space including trails and a pergola-covered walkway shall be provided for passive recreation opportunities, as generally depicted on **Exhibit H**. The Little Eagle Creek Trail, a trailhead, and a trail eight feet (8') in width (asphalt and/or concrete) from the Little Eagle Creek Trail to the Grand Park Sports Campus shall be required. Trails shall be installed in substantial compliance with the locations 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 shall be approved by the Director.

- ii. Playground: Playground equipment shall be provided as generally depicted on **Exhibit H**.
- iii. Play-Court: A full or multi-mini-court pad shall be provided as generally depicted on **Exhibit H**.
- iv. Shade Pavilion: A shade pavilion shall be provided as generally depicted on **Exhibit H**.
- v. Clubhouse Building: A common indoor facility shall be provided as depicted on **Exhibit H**. The Clubhouse Building shall include an outdoor patio space, restrooms, and lockable storage.
- vi. Community Pool: A swimming pool and wading pool shall be provided as generally depicted on **Exhibit H**.
- vii. Trailhead: A bicycle parking station, playground, dog service stations, and benches shall be provided in the area depicted on the Concept Plan.
- viii. Public Gathering Area: A space within a common area occupied by a structure and surrounding hardscape/landscape design including seating for a minimum of ten (10) persons shall be provided in the area depicted as “Public Gathering Area” on the Concept Plan.

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

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

WESTFIELD CITY COUNCIL

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
James J. Edwards

\_\_\_\_\_  
Steven Hoover

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Steven Hoover

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Steven Hoover

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Mark F. Keen

\_\_\_\_\_  
Mark F. Keen

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Mark F. Keen

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Charles Lehman

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk Treasurer

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



I hereby certify that **ORDINANCE 19-02** was delivered to the Mayor of Westfield

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-02**

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-02**

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
J. Andrew Cook, Mayor

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

**SCHEDULE OF EXHIBITS**

|           |                                                     |
|-----------|-----------------------------------------------------|
| Exhibit A | Real Estate (Legal Description)                     |
| Exhibit B | Concept Plan                                        |
| Exhibit C | District Map                                        |
| Exhibit D | Single-Family Detached Dwellings Character Exhibits |
| Exhibit E | Duplex Dwellings Character Exhibits                 |
| Exhibit F | Townhome Dwelling Character Exhibits                |
| Exhibit G | Buffer and Common Area Plan                         |
| Exhibit H | Amenity Exhibit                                     |

**EXHIBIT A**  
**REAL ESTATE**

A part of the Southeast Quarter of Section 27, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of said Quarter Section; thence South 89 degrees 17 minutes 04 seconds West along the south line thereof 623.89 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 17 minutes 4 seconds West 2,013.33 feet; thence North 0 degrees 9 minutes 18 seconds East 2,055.84 feet; thence South 89 degrees 31 minutes 47 seconds West 1,156.26 feet; thence North 44 degrees 4 minutes 33 seconds East 553.83 feet; thence North 40 degrees 01 minute 20 seconds East 231.50 feet; thence North 60 degrees 19 minutes 57 seconds East 56.97 feet; thence North 68 degrees 30 minutes 15 seconds East 356.76 feet; thence North 60 degrees 7 minutes 41 seconds East 280.28 feet; thence South 0 degrees 9 minutes 48 seconds West 266.14 feet; thence North 89 degrees 35 minutes 31 seconds East 1,153.00 feet; thence South 0 degrees 10 minutes 2 seconds West 261.53 feet; thence North 89 degrees 35 minutes 30 seconds East 969.40 feet; thence South 0 degrees 10 minutes 2 seconds West 298.56 feet; thence South 89 degrees 57 minutes 11 seconds East 527.94 feet; thence South 0 degrees 31 minutes 11 seconds West 909.63 feet; thence South 89 degrees 28 minutes 37 seconds West 630.95 feet; thence South 0 degrees 10 minutes 17 seconds West 1,168.00 feet to the place of beginning, containing 145 acres, more or less.

**EXHIBIT B**  
**CONCEPT PLAN**  
(Page 1 of 1)

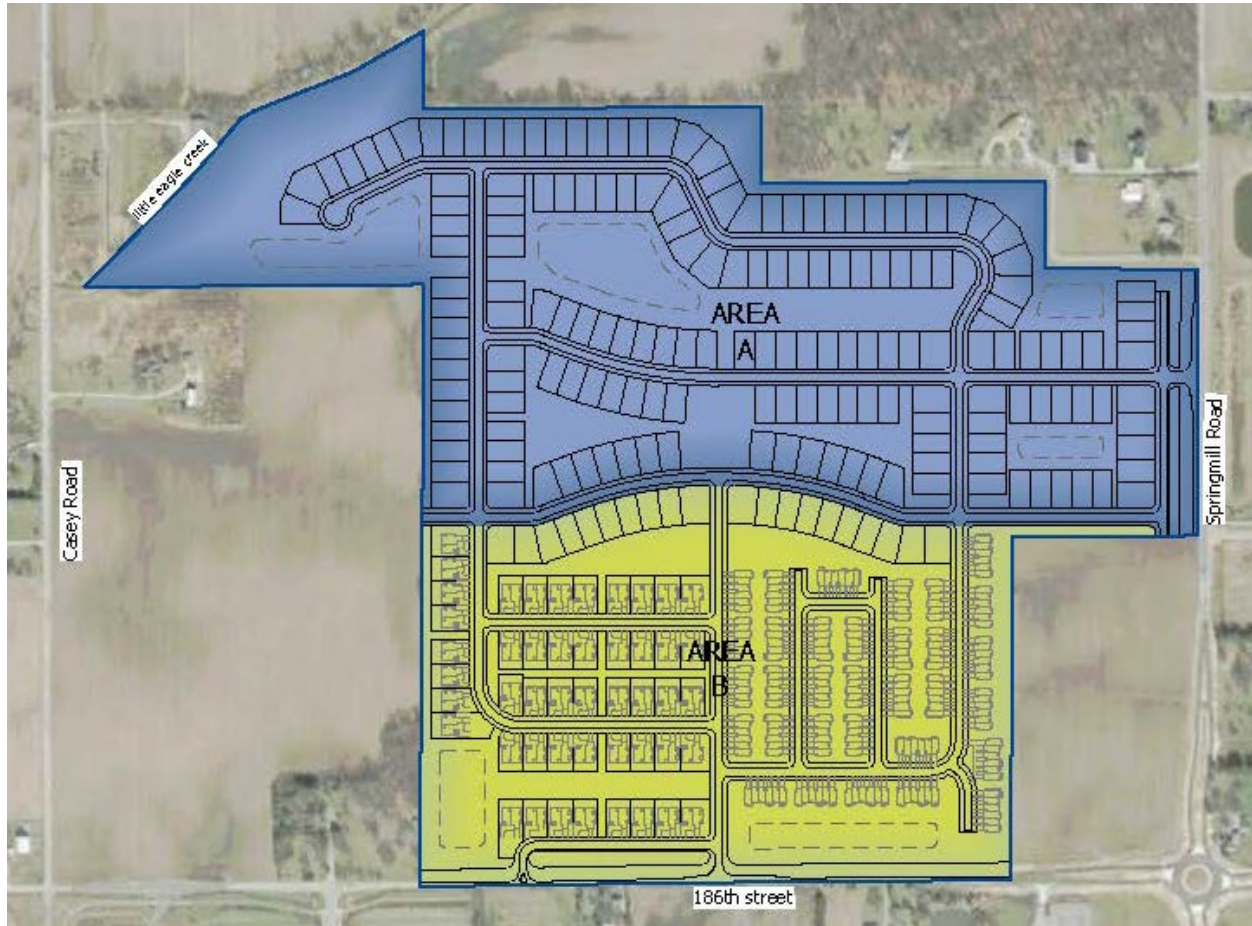


Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number 1902-PUD-03.



**EXHIBIT C**  
**District Map**  
(Page 1 of 1)

**AREA MAP**



**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 1 of 10)





**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 2 of 5)





**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 3 of 5)





**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 4 of 5)



**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 5 of 5)





**EXHIBIT E**  
**DUPLEX DWELLINGS CHARACTER EXHIBITS**  
(Page 1 of 3)



**EXHIBIT E**  
**DUPLEX DWELLINGS CHARACTER EXHIBITS**  
(Page 2 of 3)





**EXHIBIT E**  
**DUPLEX DWELLINGS CHARACTER EXHIBITS**  
(Page 3 of 3)



Elevation C



Elevation A



Elevation B



Elevation D



Elevation C



Elevation A



Elevation B



Elevation D



**EXHIBIT F**  
**TOWNHOME DWELLING CHARACTER EXHIBITS**  
(Page 1 of 3)



**EXHIBIT F**  
**TOWNHOME DWELLING CHARACTER EXHIBITS**  
(Page 2 of 3)





**EXHIBIT F**  
**TOWNHOME DWELLING CHARACTER EXHIBITS**  
(Page 3 of 3)

Townhomes Fronting 186<sup>th</sup> Street

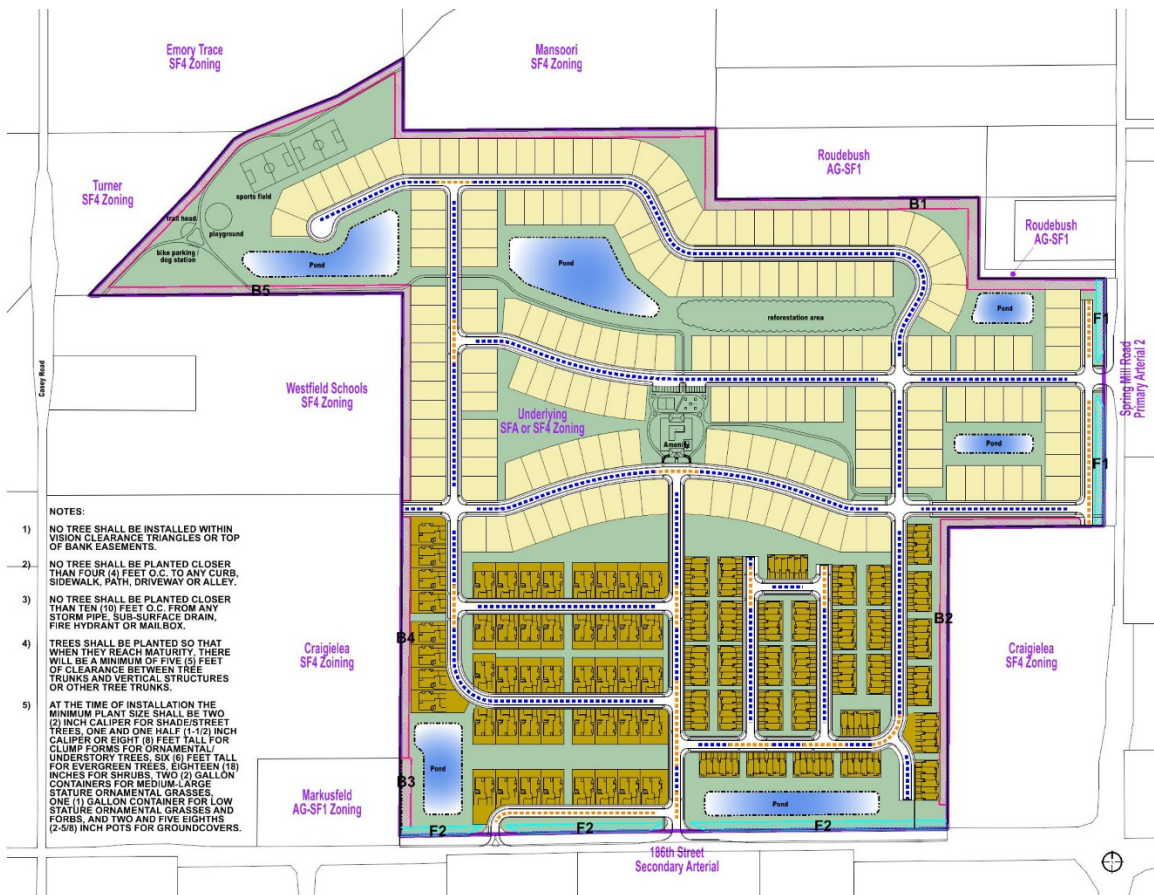




## EXHIBIT G

### Buffer and Common Area Plan

(Page 1 of 3)

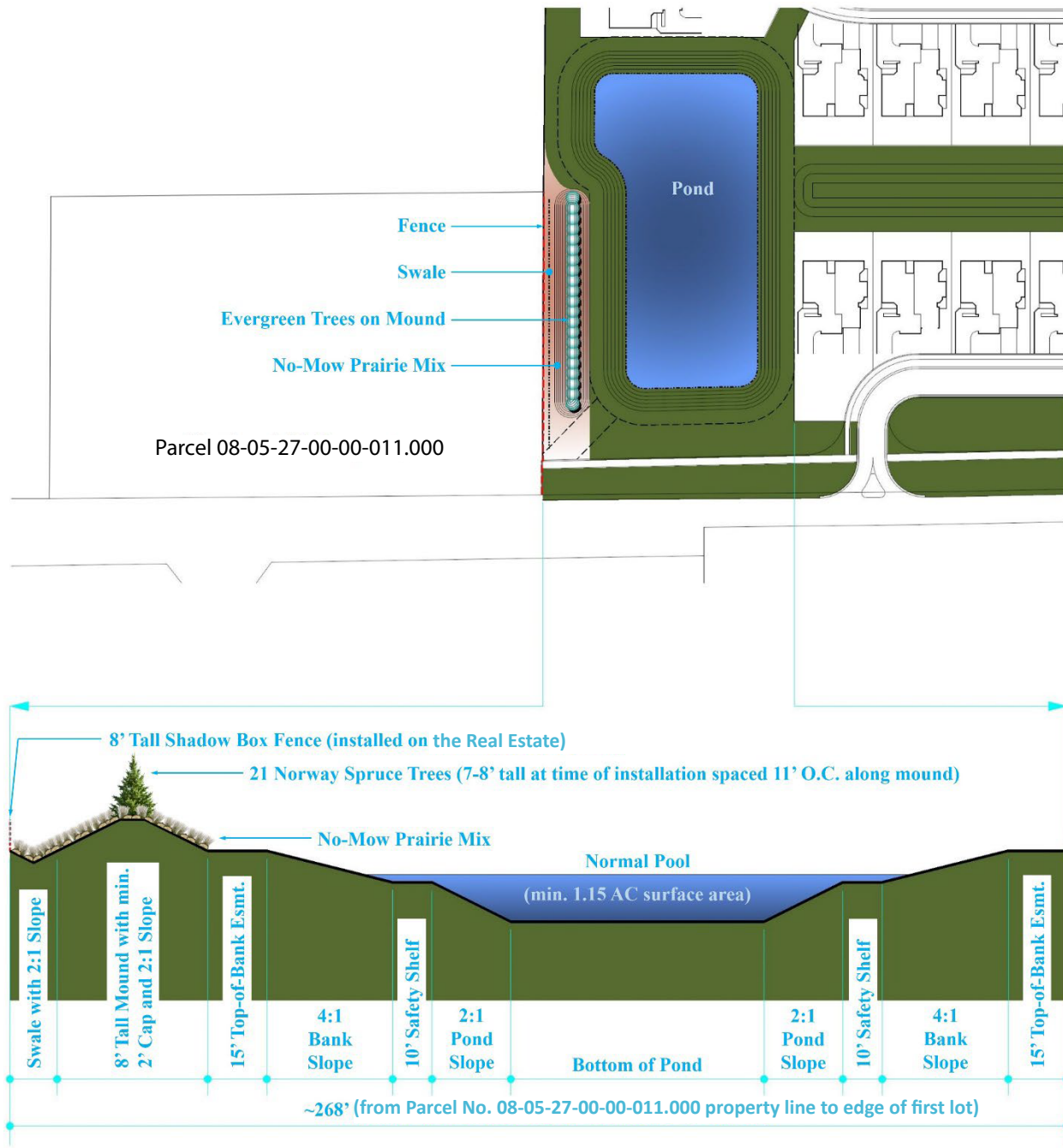


LANDSCAPING REQUIREMENTS AND STRATEGY FOR OVERALL P.U.D.

| AREA      | TYPE / LOCATION                              | ZONING OF ADJACENT PARCEL | MEASUREMENT         | LANDSCAPING REQUIREMENTS PER U.D.O. AND/OR LANCASTER P.U.D.                                                                                                                                                                                                                                                                                                                 | PROPOSED STRATEGY                                 |
|-----------|----------------------------------------------|---------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>F1</b> | EXTERNAL STREET FRONTAGE (SPRING MILL ROAD)  | PRIMARY ARTERIAL 2        | ~700 LINEAL FEET    | NONE, PROVIDED THAT DWELLINGS FACE OR SIDE THE EXTERNAL STREET.                                                                                                                                                                                                                                                                                                             | FACE OR SIDE DWELLINGS ALONG THE EXTERNAL STREET. |
| <b>F2</b> | EXTERNAL STREET FRONTAGE (186TH STREET)      | SECONDARY ARTERIAL        | ~1,614 LINEAL FEET  | NONE, PROVIDED THAT DWELLINGS FACE OR SIDE THE EXTERNAL STREET.                                                                                                                                                                                                                                                                                                             | FACE OR SIDE DWELLINGS ALONG THE EXTERNAL STREET. |
| <b>B1</b> | PERIMETER BUFFER                             | AG-SF1                    | ~1,963 LINEAL FEET  | ROUGHLY NINE HUNDRED FOOT PORTION DESCRIBED IN RECORDED AGREEMENT 2007047887 (SIX-FOOT EVERGREEN TREES PLANTED TEN FEET ON-CENTER ALONG AN EIGHT FOOT TALL MOUND WITH 3:1 SIDE SLOPES) WHILE THE REMAINDER OF AREA TO INCLUDE A TYPE-B BUFFER MINUS MOUND (407 YARD WITH 4 SHADE TREES + 4 EVERGREEN TREES + 10 SHRUBS PER 100 LINEAL FEET) OR SIX-FOOT TALL PRIVACY FENCE. | COMPLY WITH AGREEMENT AND/OR U.D.O. AND/OR P.U.D. |
| <b>B2</b> | PERIMETER BUFFER                             | SF4                       | ~1,585 LINEAL FEET  | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
| <b>B3</b> | PERIMETER BUFFER                             | AG-SF1                    | ~256 LINEAL FEET    | PER EXHIBIT-G (PAGE 2 OF 3) OF P.U.D.                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH P.U.D. (SEE EXHIBIT-G PAGE 2 OF 3)    |
| <b>B4</b> | PERIMETER BUFFER                             | SF4                       | ~888 LINEAL FEET    | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
| <b>B5</b> | PERIMETER BUFFER                             | SF4                       | ~4,7803 LINEAL FEET | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (OPEN SPACE/COMMONS)                     | N/A                       |                     | 10 SHADE/ORNAMENTAL/EVERGREEN TREES PER ACRE OF OPEN SPACE                                                                                                                                                                                                                                                                                                                  | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY UNDER 8,000SF)            | N/A                       | 192 TOWNHOMES       | 1 SHADE TREES + 4 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                                          | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY UNDER 8,000SF)            | N/A                       | 96 VILLAS           | 1 SHADE TREES + 1 ORNAMENTAL TREE + 8 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                      | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY OVER 8,000SF)             | N/A                       | 190 DETACHED HOMES  | 2 SHADE TREES + 2 ORNAMENTAL TREES + 8 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                     | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | STREET PLANTING STRIP (BOTH SIDES OF STREET) | N/A                       | ~12,488 LINEAL FEET | 2 STREET TREES (ONE PER SIDE) PER 50 LINEAL FEET (WITH VARIABLE SPACING 20-60' O.C.)                                                                                                                                                                                                                                                                                        | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | STREET PLANTING STRIP (ONE SIDE OF STREET)   | N/A                       | ~3,293 LINEAL FEET  | 1 STREET TREE (ONE SIDE ONLY) PER 50 LINEAL FEET (WITH VARIABLE SPACING 20-60' O.C.)                                                                                                                                                                                                                                                                                        | COMPLY WITH U.D.O. AND/OR P.U.D.                  |

Note: Larger scale paper and digital copies of the Landscape Plan are on file with the Department of Economic and Community Development under Docket Number 1902-PUD-03.

**EXHIBIT G**  
**Buffer Area B3 Details**  
 (Page 2 of 3)

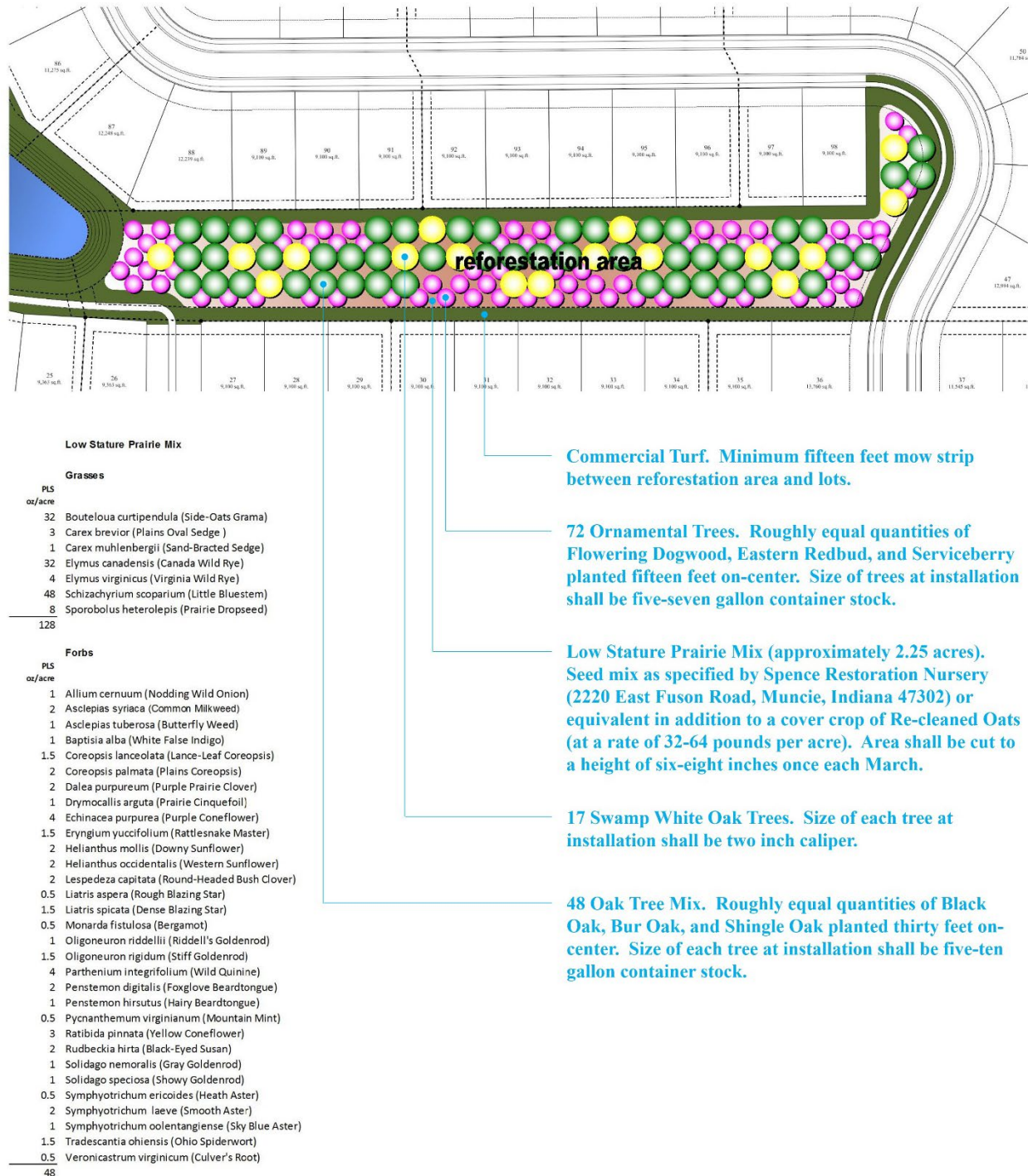


\*Requirement for the fence may be amended if mutually agreed upon by the owner of Parcel No. 08-05-27-00-00-011.000 and the Developer prior to the submittal of the Secondary Plat for the section of Real Estate including the fence. Any mutually agreed upon amendment between the owner of Parcel No. 08-05-27-00-00-011.000 and the Developer shall be submitted to the Director in writing.

## EXHIBIT G

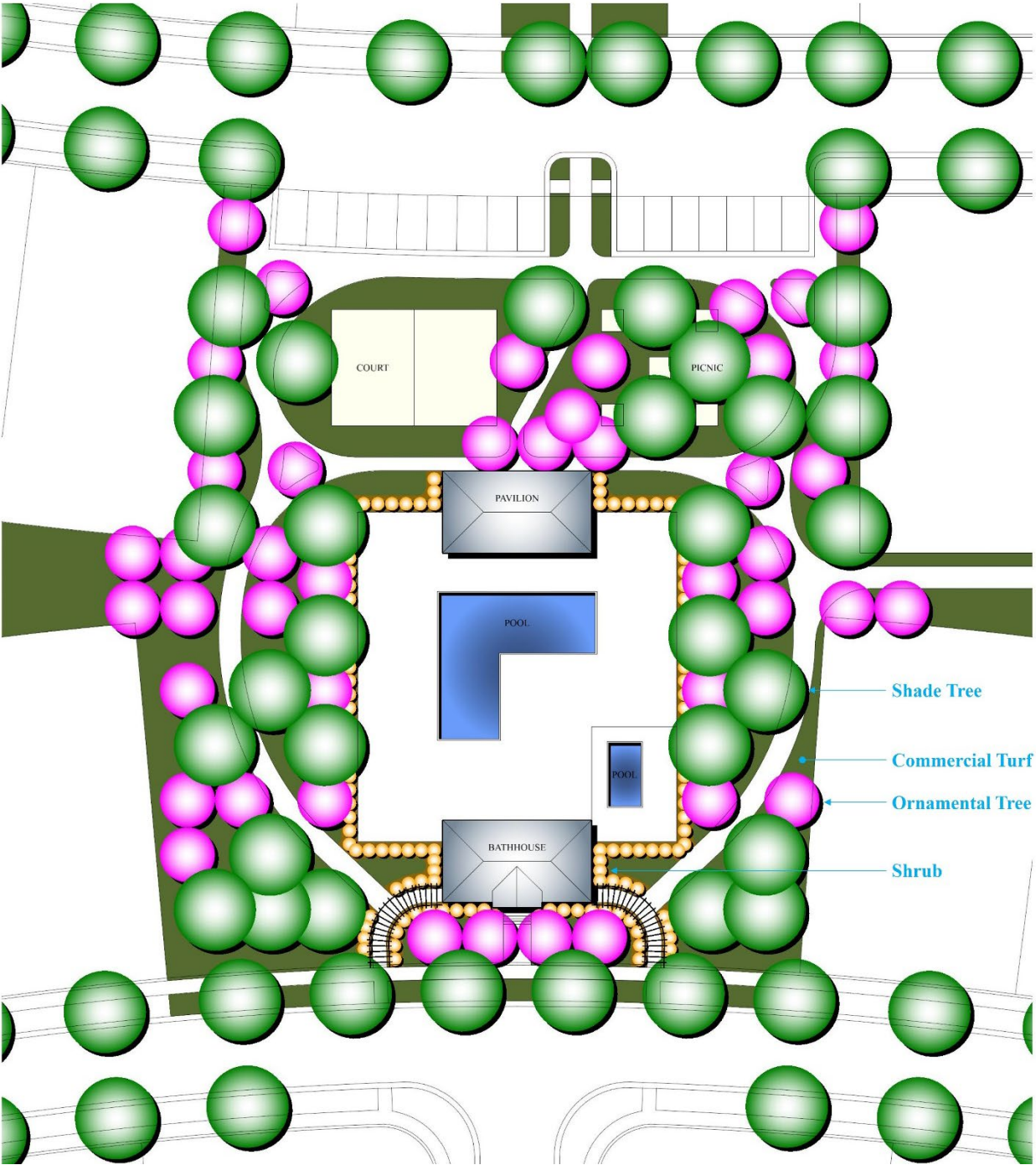
### Reforestation Area Details

(Page 3 of 3)





**EXHIBIT H**  
**Amenity Exhibit**  
(Page 1 of 4)





**EXHIBIT H**  
**Amenity Exhibit**  
(Page 2 of 4)





**EXHIBIT H**  
**Amenity Exhibit**  
(Page 3 of 4)





**EXHIBIT H**  
**Amenity Exhibit**  
(Page 4 of 4)





## *Westfield City Council Report*

|                             |                                                                                                                                                                                                       |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ordinance Number:</b>    | 19-02                                                                                                                                                                                                 |
| <b>APC Petition Number:</b> | 1902-PUD-03                                                                                                                                                                                           |
| <b>Petitioner:</b>          | Platinum Properties Management Co., LLC (the "Petitioner")                                                                                                                                            |
| <b>Representative:</b>      | Nelson & Frankenberger                                                                                                                                                                                |
| <b>Requested Action:</b>    | A change in zoning review of 145 acres +/- from AG-SF1: Agricultural / Single-Family Residential District and Spring Mill Trails PUD to the Lancaster Planned Unit Development (PUD) District.        |
| <b>Current Zoning:</b>      | AG-SF1: Agricultural / Single-Family Residential<br>Spring Mill Trails PUD                                                                                                                            |
| <b>Current Land Use:</b>    | Single-Family Residential<br>Agricultural                                                                                                                                                             |
| <b>Approximate Acreage:</b> | 145 acres +/-                                                                                                                                                                                         |
| <b>Exhibits:</b>            | 1. Department Report<br>2. Location Map<br>3. Concept Plan<br>4. Character Exhibit<br>5. Landscape Plan Exhibits<br>6. Area Map<br>7. Proposed Ordinance 19-02<br>8. Public Comments<br>9. Issue List |
| <b>Prepared by:</b>         | Jonathan Dorsey, Associate Planner                                                                                                                                                                    |

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## **PETITION HISTORY**

The petition was introduced at the January 14, 2019, City Council meeting. The Petitioner held a neighborhood meeting at City Hall on January 23, 2019. The petition received a public hearing at the February 4, 2019, Advisory Plan Commission (the “Plan Commission”) meeting.

The Plan Commission sent 1902-PUD-03 to the City Council with a favorable recommendation by a vote of seven (7) to zero (0) at their March 4, 2019, meeting.

---

## **PROJECT OVERVIEW**

**Location:** The Property is located at West and adjacent to Spring Mill Road, North and adjacent to 186<sup>th</sup> Street (see **Exhibit 2**).

**Property Description:** The Property is currently in the process of being rezoned to the Lancaster PUD District (Ordinance 19-02, *pending*). The proposed PUD Ordinance establishes the SF4: Single-Family High Density District as the Underlying Zoning District.

**Permitted Uses:** the proposed PUD Ordinance defaults to the permitted and prohibited uses of the Underlying Zoning of SF4: Single-Family High Density District in Area A and SFA: Single-Family Attached District in Area B and enhances the following:

**Permitted Uses:** Single-Family Detached Homes shall be permitted in Area B.

**Maximum Dwellings:** The total number of Dwellings permitted shall not exceed 190 Single-family Dwelling Units between both Areas and a total of 100 Duplex Dwelling Units and 200 Townhome Dwelling Units within Area B.

**General Regulations:** The proposed PUD Ordinance defaults to the standards of the Underlying Zoning District, the Unified Development Ordinance (the “UDO”), and as modified below:

|                                    | <b>Proposed PUD<br/>Single-Family Dwellings</b> | <b>SF4: Single-Family High<br/>Density</b> |
|------------------------------------|-------------------------------------------------|--------------------------------------------|
| Minimum Lot Area:                  | Nine thousand (9,000) square feet               | Nine thousand (9,000) square feet          |
| Minimum Lot Frontage:              | Forty (40) feet                                 | Forty (40) feet                            |
| Minimum Building<br>Setback Lines: |                                                 |                                            |
| Front Yard:                        | Twenty (20) feet                                | Twenty-five (25) feet                      |
| Side Yard:                         | Zero (0) to Ten (10) feet                       | Eight (8) feet                             |
| Rear Yard:                         | Twenty (20) feet                                | Twenty-five (25) feet                      |
| Minimum Lot Width:                 | Seventy (70) feet                               | Fifty (50) feet                            |

|                          |                                                |                                        |
|--------------------------|------------------------------------------------|----------------------------------------|
| Maximum Building Height: | Two and a half (2.5) story                     | Twenty-five (25) feet                  |
| Minimum Living Area:     |                                                |                                        |
| Single (1) Story:        | One thousand, four hundred (1,400) square feet | One thousand (1,000) square feet       |
| Two (2) Story:           | Two thousand (2,000) square feet               | Seven hundred fifty (750) square feet* |

|                                     | <b>Proposed PUD<br/>Paired Villas</b>            | <b>Proposed PUD<br/>Townhomes</b> | <b>SFA: Single-Family<br/>Attached</b> |
|-------------------------------------|--------------------------------------------------|-----------------------------------|----------------------------------------|
| Minimum Lot Area:                   | Three thousand, five hundred (3,500) square feet | No Minimum                        | No Minimum                             |
| Minimum Lot Frontage:               | Thirty (30) feet                                 | No Minimum                        | No Minimum                             |
| Minimum Building Setback Lines:     |                                                  |                                   |                                        |
| Front Yard:                         | Twenty (20) feet                                 | Zero (0) feet                     |                                        |
| Expressways                         |                                                  |                                   | Fifty (50) feet                        |
| Primary Arterials                   |                                                  |                                   | Thirty-five (35) feet                  |
| Secondary Arterials                 |                                                  |                                   | Twenty-five (25) feet                  |
| Collectors, Local, Private          |                                                  |                                   | Twenty (20) feet                       |
| Side Yard:                          | Zero (0) feet                                    | Zero (0) feet                     |                                        |
| With vinyl                          |                                                  |                                   | Twenty-five (25) feet                  |
| Without vinyl                       |                                                  |                                   | Thirty (30) feet                       |
| Rear Yard:                          | Ten (10) feet                                    | Zero (0) feet                     |                                        |
| Minimum Distance Between Buildings: | Ten (10) feet                                    | Twenty (20) feet                  |                                        |
| Minimum Lot Width:                  | Forty (40) feet                                  | No minimum                        | Fifty (50) feet                        |
| Maximum Building Height:            | One and a half (1.5) Stories                     | Three (3) Stories                 | Thirty-five (35) feet                  |

|                             |                                                |                                                         |                                                  |
|-----------------------------|------------------------------------------------|---------------------------------------------------------|--------------------------------------------------|
| Maximum Dwellings:          | Two (2)                                        | Eight (8)                                               | Four (4) per building                            |
| Minimum Living Area:        | One thousand, five hundred (1,500) square feet | One thousand, two hundred and fifty (1,250) square feet | †                                                |
| Single (1) Story:           |                                                |                                                         | One thousand, three hundred (1,300) square feet  |
| One and a half (1.5) Story: |                                                |                                                         | One thousand, six hundred (1,600) square feet‡   |
| Two (2) Story:              |                                                |                                                         | One thousand, eight hundred (1,800) square feet‡ |

\*Based on UDO requirements (Article 4.7 (G)) of Minimum Living Area of Ground Floor.

‡Applicable to the lower and main levels

†UDO requires that SFA Minimum Living Area in any number of Stories have a minimum of seventy-five (75) percent of the Dwelling units within a project to be one thousand, five hundred (1,500) square feet or greater.

**Development Standards:** As proposed, the PUD Ordinance defaults to the standards of the Underlying Zoning District with the modifications to the Development Standards as briefly highlighted below:

**Architectural Standards:**

- i. **The Character Exhibits:** (see **Exhibit 4**) is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in the District. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture of Dwellings within the District.
- ii. **Perimeter Lots:** Article 6.3(C)(1)(a) shall requirements shall apply when a Dwelling's side façade is oriented toward the External Street.
  - a. **Perimeter Lots Fronting 186<sup>th</sup> Street:** Townhomes fronting 186<sup>th</sup> Street, as shown on the Concept Plan with an asterisk (\*), shall require the front door to face 186<sup>th</sup> Street and the garage shall face an internal street.
- iii. **Building Material:** In addition to Article 6.3(C)(3) Building Materials, vinyl and aluminum siding shall be prohibited in Area A. In Area B, permitted exterior building materials are: Masonry, vinyl siding, composite trim, composite veneer

- panels, vinyl shutters, aluminum fascia, aluminum soffits, and aluminum downspouts/gutters.
- iv. Additional enhancements to Architectural Standards have been added, such as required minimum overhang, garage style variety, and improvements to the front and side façades.

**Landscaping Standards:** Article 6.8 shall apply, except as otherwise modified or enhanced below.

- i. **Street Trees:** Article 6.8(J) Street Trees shall apply, however, a minimum spacing requirement of twenty (20) feet shall apply.
- ii. **Lot Landscaping:** Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified and enhanced below:
- a. The surface area of the detention and retention ponds shall not apply in the calculation for the Open Space / Common Area lot Landscaping Requirement
- b. At a minimum, all Established Front Yards shall be sodded, and the remainder of the Lot shall be seeded.
- c. **Single-Family Detached Lots:** The following shall apply to all Single-Family Detached Lots:
- i. A minimum of two (2) Shade Trees, two (2) Ornamental Trees, and eight (8) Shrubs shall be required.
- d. **Paired Villas:** The following shall apply to the Paired Villas within Area B:
- i. A minimum of one (1) Shade Tree, one (1) Ornamental Tree, and eight (8) Shrubs shall be required on each Paired Villa Lot.
- ii. Each Paired villa on a Corner Lot shall have one (1) additional tree (whether shade or ornamental) in either Front Yards.
- e. **Townhomes:** The following shall apply to the Townhomes within Area B:
- i. A minimum of one (1) Shade Tree and four (4) Shrubs shall be required per Townhome Dwelling.
- ii. Each Townhome on a Corner Lot shall have one (1) additional Shade Tree in either Front Yards.
- iii. **Required Buffer Yard:** Article 6.8(N) Shall apply and common area landscaping requirements shall apply except as modified and enhanced below. Relocation of plant materials shall be permitted as part of the Development Plan approval:
- a. No mounds shall be required in a Buffer Yard.
- b. A six (6) foot privacy fence may be located within a Buffer Yard in lieu of the required planting. Article 6.8(L) shall apply to the interior of the fence. If said privacy fence is not applied, all required planting materials shall be provided.
- c. A Buffer Yard shall not be required along the Real Estate zoned as the Spring Mill Trails PUD.

**Design Standards:** As proposed, the PUD Ordinance defaults to the standards of the Underlying Zoning District with the modifications to the Design Standards as briefly highlighted below:

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



- i. Minimum Open Space: Shall be enhanced to require a minimum of twenty (20) percent of the Real Estate, as generally shown on the Concept Plan.
- ii. Amenities: The following amenities shall include, but shall not be limited to the following, as generally depicted on the Character Exhibits. The Amenities referenced in this Ordinance shall satisfy the requirements and obligations of Section 2.4 of the Spring Mill Trails PUD regarding Residential District 1 and shall be installed no later than the completion of two-hundred (200) dwelling units:
  - a. Passive Amenities: A central open space including trails and a pergola-covered walkway shall be provided for passive recreation opportunities, as generally depicted on the Character Exhibits. The Little Eagle Creek Trail and a trail from the Little Eagle Creek Trail to the Grand Park Sports Campus shall be required. Trails shall be installed in substantial compliance with the locations 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 shall be approved by the Director.
  - b. Playground: Playground equipment shall be provided.
  - c. Play-Court: A full or multi-mini-court pad shall be provided.
  - d. Shade Pavilion: A shade pavilion shall be provided.
  - e. Clubhouse Building: A common indoor facility shall be provided as depicted on the Character Exhibits. The Clubhouse Building shall include an outdoor patio space, restrooms, and lockable storage.
  - f. Community Pool: A swimming pool and wading pool shall be provided as generally depicted on the Character Exhibits.
  - g. Trailhead: Bicycle parking station, playground, dog service stations, and benches shall be provided in the area depicted on the Concept Plan.

Public Gathering Area: A space within a common area occupied by a structure and surrounding hardscape/landscape design including seating for a minimum of ten (10) persons shall be provided in the area depicted as “Public Gathering Area” on the Concept Plan.

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### **CHANGES SINCE THE PUBLIC HEARING**

The petitioner has made changes to the petition since the February 4, 2019 public hearing. While some were purely formatting or clarification of the text, others were substantive and are briefly described in the following paragraphs.

First, the addition of more language detailing active and passive amenities within the site and provision of a more detailed concept plan and character exhibits showing the location and look of all amenities. Petitioner addressed comments from Council, Commission, and Public regarding direction that garages face, entryways, landscape buffering, and providing a quality stock of architecturally high-standard housing options. At the March 4, 2019, Advisory Plan Commission Meeting, the Plan Commission forwarded the Proposed Ordinance 19-02 with a favorable recommendation on the condition that language is added regarding a requirement for a fence

amendment. This language has been added and be read on Page 2 of Exhibit G of the Proposed Ordinance.

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### **COMPREHENSIVE PLAN**

The Property falls within the Northwest New Suburban Residential land use area of the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”). Detached dwellings, attached dwellings, institutional uses, recreational uses, artisan farms, equestrian farms, and similar uses are contemplated as appropriate uses within the Northwest New Suburban Residential area. Along with development that ensures that infill development is compatible in mass, scale, density, materials, and architectural style to existing developments. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

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### **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 4, 2019, Plan Commission meeting. Notice of the public hearings 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 14, 2019, Council meeting.

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## **RECOMMENDATIONS / ACTIONS**

### **Plan Commission Recommendation**

At its March 4, 2019, meeting, the Plan Commission forwarded a favorable recommendation with the condition of adding the amendment agreement for the requirement for a fence between the site and adjacent parcel 08-05-27-00-00-011.000 of this petition to the Council (Vote: 7 in favor, 0 opposed).

### **City Council**

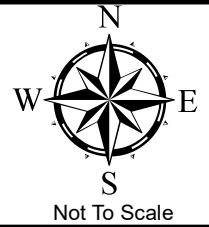
Introduction: January 14, 2019

Eligible for Adoption: March 11, 2019

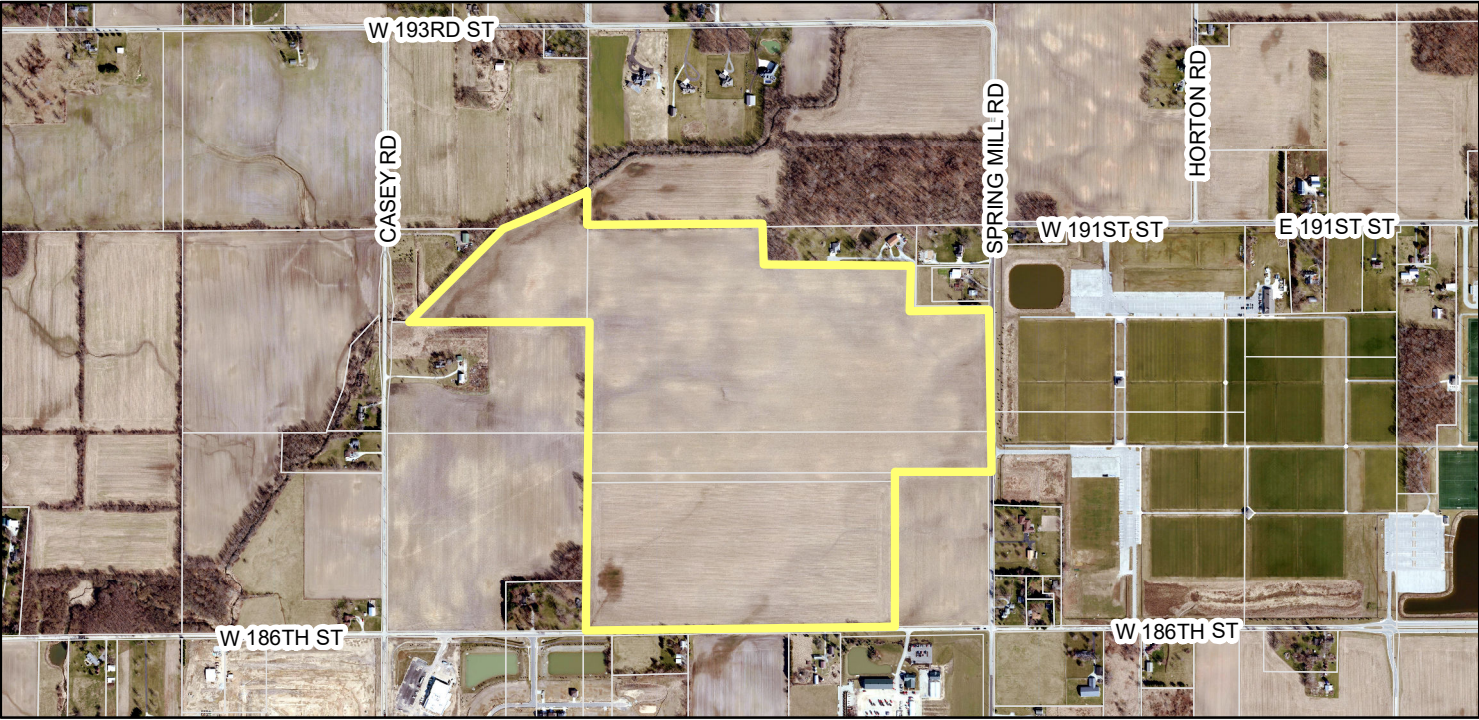
Submitted by: Jonathan Dorsey, Associate Planner  
Economic and Community Development Department



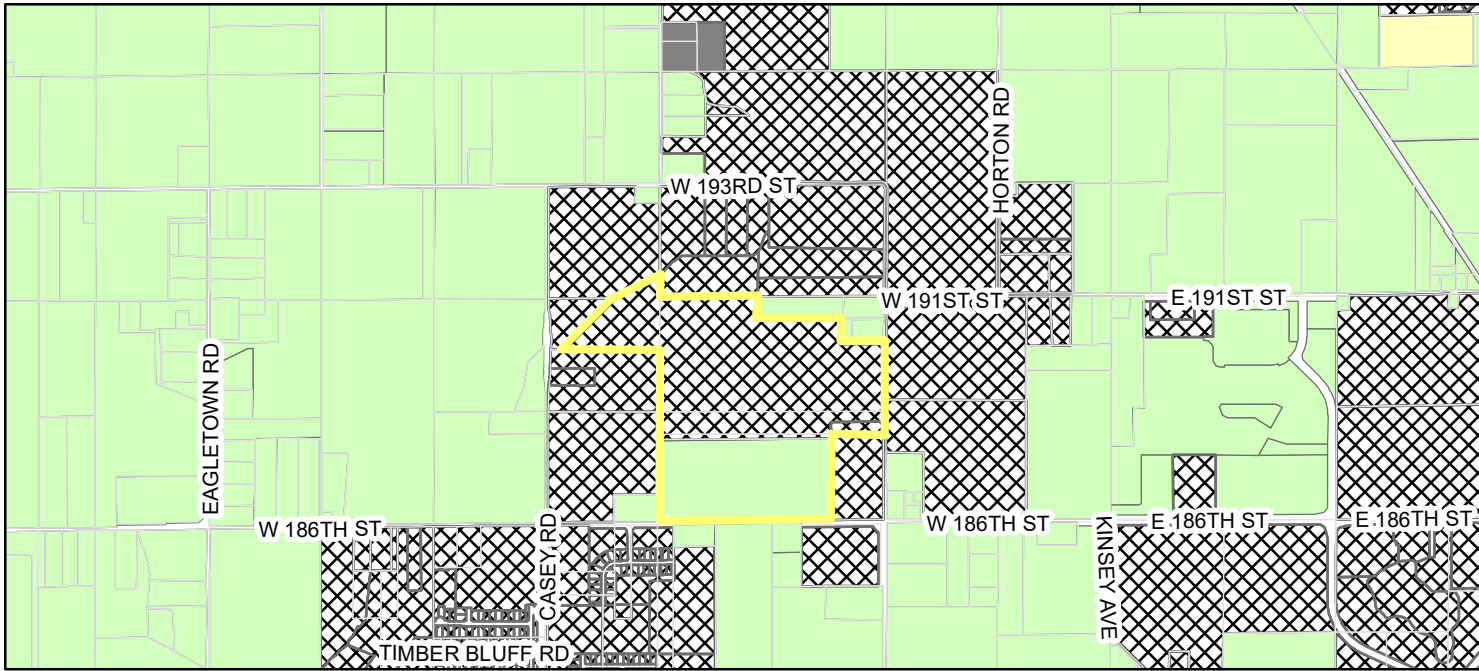
Property Location Map  
Lancaster PUD District  
Planned Unit Development  
1902-PUD-03



Aerial Location Map



Zoning Map



Parcel

Zoning - All

Zoning

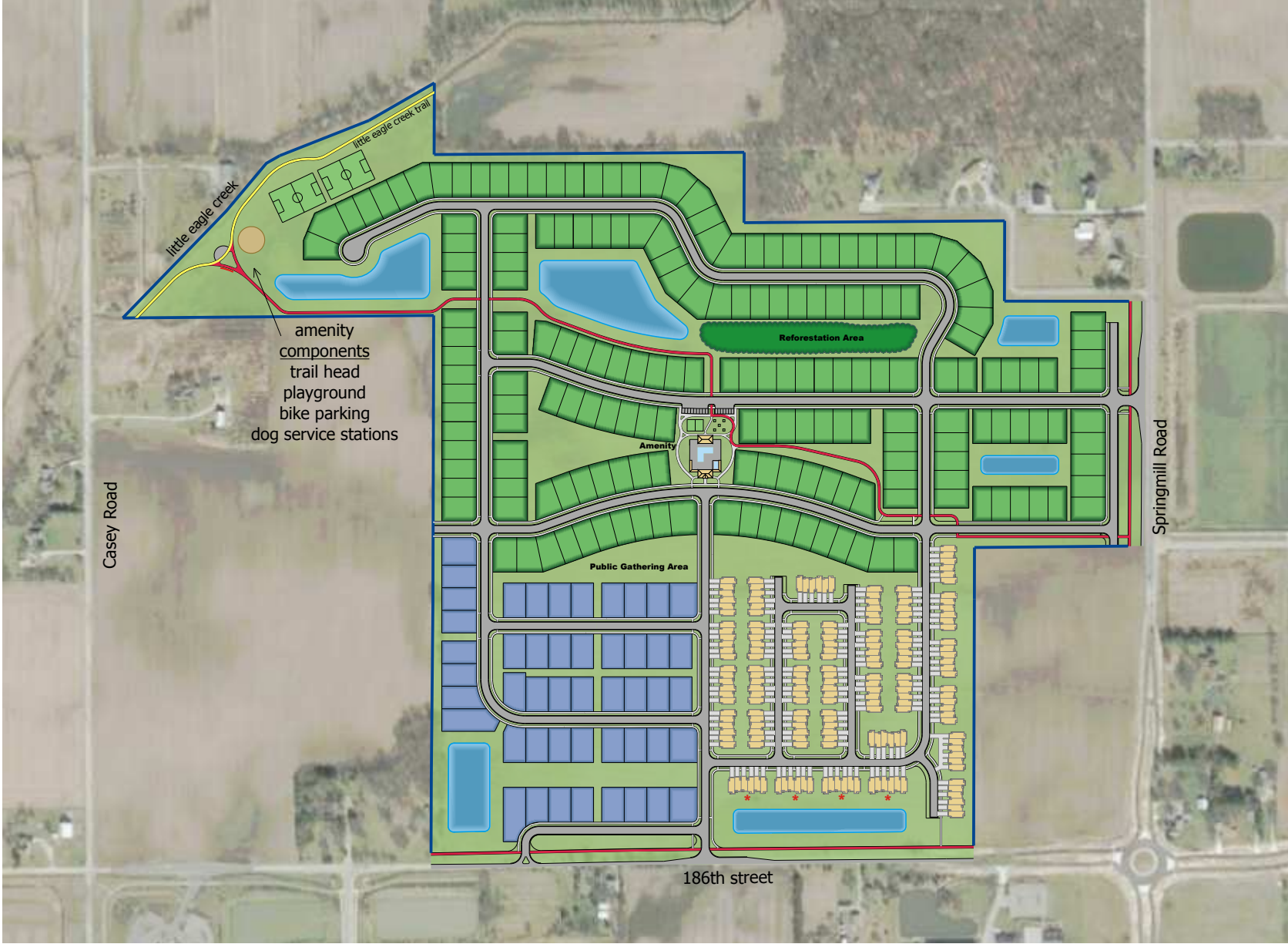
AG-SF1 (Agriculture - Single Family - 1)

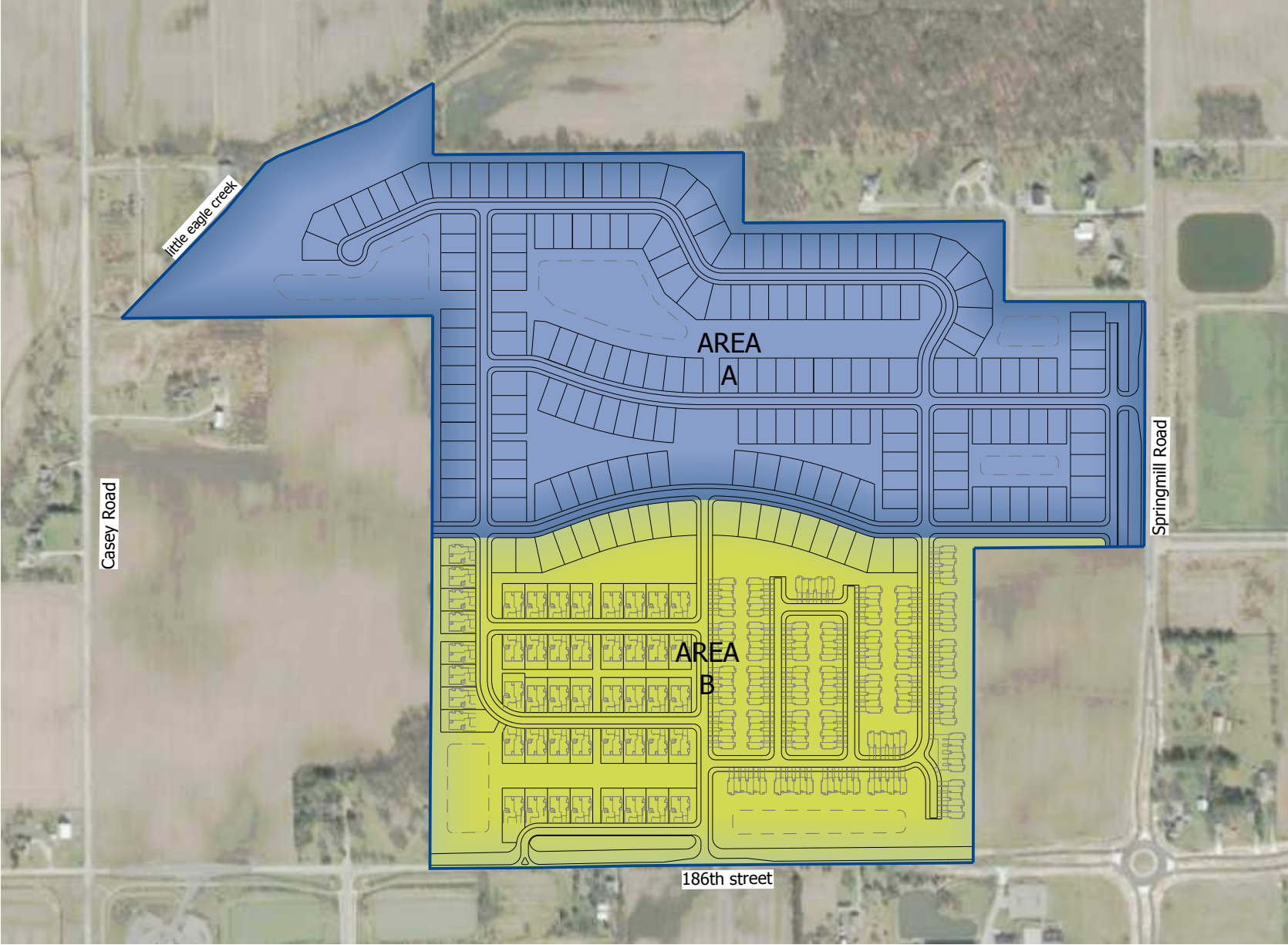
OI (Open Industrial)

PUD (Planned Unit Development)

SF-2 (Single Family - 2)







## WRITTEN PUBLIC COMMENTS

**Docket Number:** 1902-PUD-03  
**Petitioner:** Platinum Properties Management Co., LLC  
**Request:** Petitioner requests a change of zoning of 145 acres +/- from AG-SF1: Agricultural / Single-Family District and Spring Mill Trails PUD to Lancaster PUD District

### Enclosed Attachments:

#### February 04, 2019 Public Hearing

|                           |                                   |            |
|---------------------------|-----------------------------------|------------|
| 1. Markusfeld, Guy        | 928 West 186 <sup>th</sup> Street | (02/04/19) |
| 2. Graham, Todd           |                                   | (02/04/19) |
| 3. Goodnight, Adam        | 955 W. Edenbridge Way             | (02/04/19) |
| 4. Burke, Dee             |                                   | (02/04/19) |
| 5. Phelps, Paul and Sarah |                                   | (02/04/19) |
| 6. Plumer, Kim            | 19030 Spring Mill Road            | (02/04/19) |
| 7. Cindy Spoljaric        |                                   | (02/08/19) |

To Whom it may concern.

I have attached a letter and supporting documents. They are to address our family's concerns over the proposed Lancaster Development and change of zoning/rezone application. Under Docket Number 1902-PUD-03. As it pertains to Hertha Markusfeld's property at 928 West 186th Street, Westfield IN 46074.

Thank you for your time.

Guy Markusfeld

[gmarkusfeld@aim.com](mailto:gmarkusfeld@aim.com)

317-727-1536

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To whom it may concern:

I am writing this letter to address our family's concerns in regard to Hertha Markusfeld's property at 928 West 186<sup>th</sup> street, Westfield IN 46074. As it pertains to the Public Hearing on Monday, February 4, 2019, where Platinum Properties Management Company, LLC will be petitioning the City of Westfield to consider a change of zoning/rezone application.

Hertha has lived in Westfield for over fifty five years. Our family has owned this property for 32 years. My parents Paul and Hertha Markusfeld immigrated to the United States from Vienna, Austria after narrowly surviving WWII. They were looking for a quiet, safe, and beautiful place to raise their family and found it here in Westfield.

Hertha purchased this property to enjoy the safety, privacy and quiet that country living should provide. Amazingly, at 88 years old, she continues to enjoy working in her yard and taking care of her 4.



She also purchased this property as an investment. Hertha has worked hard to make it a beautiful and desirable small country estate. With the intention being, if the day ever came that she would decide to sell her property it would be as attractive and valuable to the next person as it was to her.

Our main concerns with the development proposed around Hertha and its potential negative impact are:

1. Her safety and sense of security.
2. Property value and saleability.
3. Noise and light pollution.
4. Privacy.
5. Drainage.
6. Traffic.
7. The general aesthetics of the area.
8. A quality development that reflects the good taste of Westfield.
9. The rental of any propewrties in the development.

In 2006 we entered into an agreement with Beau Wilfong of Wilfong Land Companies. This agreement is designed to protect Hertha's safety, privacy and property value. While limiting the negative impact to her property and life style.

The documents of this agreement are attached.

With this agreement in place as part of the PUD, our concerns over the negative impact on Hertha's property and lifestyle are addressed.

Without this agreement in place we will strongly, persistently and vocally object to the density and style of the development Olthof Homes, LLC and others are or will be proposing.

Thank you for your time.

Sincerely,

Guy Markusfeld

[gmarkusfeld@aim.com](mailto:gmarkusfeld@aim.com)

317-727-1536

16412 Oak Road, Westfield IN 46074

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# WILFONG

LAND COMPANIES

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June 26, 2006

Ms. Hertha Markusfeld  
928 W. 186<sup>th</sup> Street  
Westfield, IN 46074

Re: Commitments regarding buffering from Eagle Station:

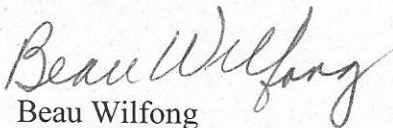
Dear Ms. Markusfeld

I appreciate being able to meet with you and your son Guy in order to find solutions to issues you have raised regarding Eagle Station. Attached is an outline of commitments that we are making to you that will minimize the noise and visibility.

If we are approved, we will be building Eagle Parkway in 2008 and would begin work on the mounds at that time together with the spruce trees on top of the mounds.

If you have any questions, please do not hesitate to call me, or have Guy call me.

Sincerely,

  
Beau Wilfong



June 22, 2006

Guy Markusfeld

- 8' high mound along the entire western board and along the northern border until the "woods" meets the new mound.
- Mound will be a 2/1 slope on the Markusfeld side and a 2/1 or 3/1 slope on Eagle Station side
- 7 to 8 foot tall Norway Spruce to be planted 11' apart on top of mound.
- Privacy fence along the property line along the west boundary and Northern boundary. This would be an 8 foot "shadow box" type fence
- South side of property, would be a "scalloped" "shadow box" fence 6 feet high at high point. Gate to be included.
- We will provide to Guy the engineered drawings for storm water as our plan develops. These will be the plans that the County/City will approve as part of our construction plans.
- If we buy Wheelers 45 acres to the east we will do the fence and mound to same specifications.
- Markusfelds feel that the TND homes need to be buffered. Mound along Springmill Road into Countryside (just north of the entryway that is north of 161<sup>st</sup> street) are a good example of what would be satisfactory on the south side of 186<sup>th</sup>.
- The mound would not be as wide at the far west end where the 4 lots back up to 186<sup>th</sup>.
- Spruce trees, shrubbery, and hard woods to make it more interesting on the south side of 186<sup>th</sup>.
- Walking path along 186<sup>th</sup> street on the south side
- Water and sewer designed so that they can develop their land if they desire
- Mounds to be built 2008 or 2009 and trees planted immediately so they can get height quicker.
- Markusfeld's have the right to join the Home Owners Association. (each homeowner would have to pay the typical fees that are assessed on a yearly basis)
- The security gate would be an automatic, sliding security gate.



7 to 8' TALL NORWAY SPRUCE

NEGOTIATION TO KEEP DOWN EROSION & SO NOT COMPETING TREES DOWN T&R WELL.

3:1 OR 2:1 SLOPE

MARKUSFELD SIDE

MARKUSFELD SIDE

8' MOUND

8' SHADOW BOX FENCE

8' MOUND

HOME

DRIVE

GATE SCALLOPED SHADOW BOX FENCE 6'

BLD

POSSIBLE FUTURE MOUND

PRESERVED TREES

MOUND SIMILAR TO COUNTRYSIDE MOUND ALONG SPRINGMILL ROAD

To whom it may concern;

I'm writing in response to the proposed housing throughout the area North of SR 32, just West of Ditch/Casey Roads.

Our respective crime rate has increased since the addition of Casey Acers Apartments, most recently a juvenile involved shooting. Please do not approve further section 8 low income housing in this area. Our neighborhood home sales have decreased and many of us are considering a move away from Westfield should this continue. Instead; Please approve detached residential housing with a similar cost per home as Water's Edge at Springmill Trails.

Thank you!

Todd M. Graham

*Only those who realize the depth of their sin can appreciate the complete forgiveness that God offers through faith in Jesus.*

Hello,

I'm writing with concerns regarding the proposed Lancaster PUD. First, I really don't think we need anymore massive housing projects at this time, especially with a Westgate vote on the horizon (670 lots, which will likely be approved if we look at history). Second, the housing types are more of the same, and appear to be on the lower end of the pricing spectrum. Arbor homes appears to be the builder of the single family section which will replicate Sonoma and Spring Orchard floor plans, with minimal exterior changes. The townhouses also appear to be lower end, which is concerning and I believe I read they would start around \$150,000? Seems pretty inconsistent with other higher quality developments in the area, which also means questionable quality long-term and opens the door for endless rental properties. Please vote no and demand something of higher quality.

Sincerely,

Adam Goodnight  
955 W. Edenbridge Way

I am very concerned about Gristmill development and the proposed amenity center as it will sit right next to a private home, not have enough parking, poor access and very small lots leading to too high density for too little acreage. The plans for the two developments north of 186th St same thing Casey road nor 186th St have proper drainage, road condition or design for these developments. Where is the infrastructure as far as traffic flow or schools for the proposed number of homes? The PUD for Springmill Trails is not being upheld from the original plans and I do not see how layering more development will resolve it. The original PUD for Springmill Trail needs to be made accountable and put in place first. Home buyers in Arbor, MI, Davis and Olthoff have paid into "promised amenities" that were approved in original PUD and not one of them is being held accountable as well as Platinum Properties side stepping this and is the developer at least for Lancaster without a builder named. We don't need anything else that will be promised and not finished or started and abandoned.

Sent from my iPhone



Our family is very concerned with the amenities and other PUDs coming to our area. We have paid into this PUD and have nothing to show for it. The amenity area that we are being "promised" is not adequate in size. The size being proposed is barely big enough for one small neighborhood let alone the several that are to use it. On adding more neighborhoods to the area, the road structure is not able to withstand the amount of traffic flow. The roads are too narrow. Many times when making turns from 186 to Casey Rd and vice versa, I have to turn into the other lane to make sure my car stays on the road. I have watched many items constructions trucks struggle to make the turn as well as regular size vehicles. Please strongly consider not approving these additions till roads are able to hold the traffic and until the original pud has the adequate size amenities and location of what we were promised and what we pay for. We are paying about 400 each year for nothing and a poor management system that is managing us and the fact we all gave 1000 when we closed towards amenities we dont have.

Sincerely,

Paul and Sarah Phelps

Residents of Spring Orchard

Good Afternoon.

My name is Kim Plumer. I live at 19030 Spring Mill Rd. The new Lancaster neighborhood will be my back-door neighbors.

My husband and I built our home in 2003 with a building requirement of 3 acres. With that being said, I'd like to see less density near us and the few homes around us. However, I do appreciate single family homes closest to us, then condos and town homes.

Unfortunately, I was unable to attend the meeting with the developer, but I did attend the meeting at City Hall last month. I know the neighborhood is being compared to Maple Knoll. Like others I'd like to see more green space, buffers, yada-yada....But, my biggest thought....I'd like to see character. Spring Mill Rd. is sorta blah. Neighborhood after neighborhood.

This area is "country" –homes with acreage, fields, crops, barns, and even some barn animals.

When the developer presented his ideas last month he first described the neighborhood as having a "clubhouse". Later, he used the term "pool house". If they are truly mimicking Maple Knoll, it is a pool house, not a clubhouse. I think it would be great to see a clubhouse for use of the neighbors-more than just changing a swimsuit.

Again, "character"...changing nature into neighborhoods...as much as I hate to even use Countryside as an example, I do appreciate 169<sup>th</sup> St. between Oak Ridge & Spring Mill. I know this is a divider of one overgrown neighborhood, but it's nice to see the common areas, retention ponds, soccer goals and a nice clubhouse for the community. It's just not front or back doors-they are all somewhat buffered with a clubhouse/pool, small sports field, retention pond and hills with trees. Entrances into each section is minimal, not a big grand showcase.

One more thought...traffic-it would be great to see more of the main entrance on 186<sup>th</sup> and/or Casey. When sporting events are going on, there's already quite a bit of traffic along Spring Mill. I'm not complaining, but sometimes being from out of town and trying to pull in and out of the sports complex, while trying to read directional signs, may be dangerous with a main entrance of a neighborhood of this size.

I do appreciate all the time and effort you all put into this, but sometimes I feel like it's so routine. I'm trying to embrace what's happening around me. Please give some thought into not making this "just another neighborhood along Spring Mill Rd.

Thanks so much for listening.

Kim Plumer

Schools-this is a big one. We got the referendum to improve our schools, but the district can't keep up with the manpower needed to transport these kids to and from school. Less rooftops would help this situation.

Thanks again!

Kim Plumer

Lancaster:  
comments (Cindy Spoljaric)

Need full detail on how the parcel adjacent to SW corner of project will be handled. There is a list of prior commitments there.

SMT PUD had decreasing density as you moved north. R-1 was supposed to be lower density than R-2. This places more density further north. Given adjacent uses, it may be appropriate but proper buffers and quality materials/architecture/design essential.

Amenity issue-complexities seen with R-2 may be avoided if this is handled with great detail.

Exact proposed amenities, locations, what neighborhoods included, and tying amenity completion to something more than 50% of neighborhood is needed. Suggest a certain land development portion of Area A or B...before xx certificate of occupancy (or ILP issued.) Property could legally go ahead with 1/2 the number of max units and never have to install amenities.

Aesthetically, driving along Springmill, given agricultural use, no buffer is required and while townhomes will not be directly adjacent to street, the 3 story rears of these buildings will be highly visible. Concept plan shows about 40 units, 6 per building, with only 20' between buildings (no required setbacks.) No rear landscape required.

Fronting 186th, I appreciate the forward orientation, but no mounding and just 1 street tree every 50' (language says min 20' spacing but landscape plan appears to say 50 (20-60'?)...will not be an adequate shield from front facing garage doors. Re-orient/diversify garages.

Language in PUD for architecture does not correlate well with exhibits. One exhibit shows attached product I assume a duplex exhibit, but there are 4 units together.

Language allows 8 units per building townhomes, 6 shown on concept plans, yet exhibits show 4- unit buildings.

More diversity of architecture, rear window treatment, landscape needed for townhomes. Need to see elevations for largest allowed buildings.

Duplexes appear to be 2 story in some exhibits but language only allows 1.5 story.

Language requires 4'x6' covered porches but exhibits do not show such.

Side building facades for townhomes...exhibits show 6-7 yet language says 2 required. Same w rear facades...show 7 plus patio door in exhibit and language says 3 minimum.

Using shutters to qualify as windows-NO.

Do not allow vinyl in Area B.

Overall, architecture and landscape need work.



References made to Springmill Trails should be omitted. With various past changes and/or future amendments, that is messy.

Area B uses SFA underlying zoning but standards are not even close to SFA.

The clubhouse building proposed is a bathhouse, not a clubhouse. SMT required a clubhouse.

Single family detached landscape-2 shade, 2 ornamental, 8 shrubs. Does not specify where. Same true for villas and townhomes. Someone could put them all in backyard and nothing would be in front or sides or vice versa.

The language concerning removing surface area of detention/retention when calculating landscape requirement...this is not something we normally see and a can of worms. It is bad enough that ponds are not being built to look natural (as required) and now we will have less landscaping around them?

In definitions-remove sentence in "District Map" that says Area B may increase..." That is not part of definition.

Also, increasing B by 15 acres could dramatically impact concept plan, unit count. New unit count maximums would be needed.

Architectural standards for perimeter lots...same should apply to elevations adjacent to trail segments.

Minimum total living areas-need to add that excludes porches, garages, patios, etc. Overall, some of the square footages are awfully small.

I have more but I whittled it down. Thank you for considering my comments.

Cindy Spoljaric  
Westfield City Council  
317-695-6673  
[Cspoljaric@westfield.in.gov](mailto:Cspoljaric@westfield.in.gov)

## ISSUES RAISED REGARDING THE LANCASTER PUD PROPOSAL

*The list below includes issues that were raised during the February 4, 2019, Plan Commission public hearing and in written comments submitted prior to and since the public hearing, as compiled by the Economic and Community Development Department. Duplicate or similar issues have been consolidated and simplified for purposes of this list.*

1. Will past agreements and commitments be met with the proposed development?

The Lancaster PUD will provide the amenities required for Residential District 1 of the Springmill Trails PUD and allow the surrounding future developments within Residential District 1 to use those facilities via private HOA agreements.

2. How can the proposed development include substantial landscape buffering?

The proposed Lancaster PUD defaults to the UDO regarding the plantings required for buffer yards. The proposed PUD is requiring enhanced landscaping along the Markusfeld property and the Roudebush property. A full buffer plan is attached to the PUD as Exhibit G and includes a reforestation area, common area details, and buffer yard details for the entire district.

3. How will proposed development meet higher architectural standard and character of area?

The Lancaster PUD meets and exceeds the UDO architectural requirements. Single-family detached homes are not permitted to have vinyl siding, which would be permitted by the UDO with additional architectural requirements. Enhanced requirements for perimeter lots facing Spring Mill Road include: 100% masonry on the front façade, shutters on all operable windows, and a third (1/3) of those lots are required to have a side-load or courtyard garage. The Paired Villas and Townhomes establish architectural requirements on all façades and require extra architectural enhancements to the homes facing 186<sup>th</sup> Street which includes the townhomes not permitting garages to face 186<sup>th</sup> Street and require the front entry to face 186<sup>th</sup> Street. The Paired Villas fronting 186<sup>th</sup> Street will require a choice of one out of two garages to face 186<sup>th</sup> street or 100% masonry on the front façade and additional frontage landscaping. The Lancaster PUD meets and exceeds the architectural standard of the subdivisions built within Residential District 2 of the Springmill Trails PUD and Osborne Trails PUD which both allow vinyl on the homes. Lancaster only permits vinyl siding on duplexes and townhomes.

4. How will the increased traffic from the proposed development be addressed?

The Petitioner will pay the required Road Impact Fees, dedicate right-of-way to the City, and install roadway improvements required by the City as part of the subdivision standards.

5. Are the proposed amenities adequate for neighborhood and future neighborhoods to use?

The various amenities will be adequate for the Lancaster PUD and the surrounding future neighborhoods within the current Residential District 1 of the Springmill Trails PUD. The Lancaster PUD provides passive amenities that include: a trail connecting the Little Eagle Creek Trail and Grand Park through the development, a trailhead, bicycle parking station, dog service stations, a shade pavilion, benches, and a public gathering area. Active Amenities include playgrounds, a community swimming pool and wading pool, and a play-court.

6. How will the separation between Springmill Trails and Lancaster be clear?

The Lancaster PUD provides language that amends and replaces the Springmill Trails PUD and establishes the Lancaster PUD as the zoning district consistent with language required through previously approved PUDs. Amenities for area of Springmill Trails south of 186<sup>th</sup> Street have been addressed via the Gristmill PUD approved last month. Amenities for Springmill Trails north of 186<sup>th</sup> Street are addressed in the Lancaster PUD.

7. Will connection of Little Eagle Creek Trail be in dedicated right-of-way?

The Little Eagle Creek Trail will be dedicated as required by the City and the Alternative Transportation Plan at the time of Secondary Plat and Construction Plan approval. The segments of path internal to Lancaster will be within common area and Right-of-Way.

8. Will the proposed amenities center be built before a certain number of certificates of occupancy are issued? How will the development of the site be tracked before the construction of the amenities center?

The proposed Lancaster PUD establishes the amenities the will be built no later than completion of 200 dwelling units (approximately 41%) of the proposed homes which provides a definitive deadline. The Lancaster PUD requirement for the timing of construction of the amenities exceeds the UDO requirement regarding timing of installation. The UDO only requires installation of the amenities by the completion of 50% of the secondary plat section in which the amenities are located.

9. Can there and will there be higher requirements for landscaping?

The Lancaster PUD is proposing buffers, a reforestation area as shown on the concept plan, and provides lot landscaping which exceeds the UDO requirements for all lot types.

10. Will the proposed housing units be sold at higher end rates?

Area A of Lancaster will be a mix of ranches and two-story homes with high architectural standards and are anticipated to sell in the low to mid \$300,000's. The duplexes ("Paired Villas") and the townhomes will be located within Area B of Lancaster. The Paired Villas are anticipated to sell in the low \$200,000's. The individually for sale townhomes will offer a variety of colors and building materials complimented with landscaping and extra parking. Townhome dwellings are expected to have an average sales price in the high \$100,000's. Both the Paired Villas and Townhomes will be individually for sale homes subject to commitments (see attached) restricting rental and on street parking. Vinyl siding is proposed as an exterior building material on the duplexes and townhomes which will include common maintenance and is important to provide for sale homes to a broader range of working families.

## **COMMITMENTS CONCERNING USE AND DEVELOPMENT OF REAL ESTATE**

Document Cross Reference Instrument Nos. 2016009622 and 2011069204.

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

**WHEREAS**, the Developer filed a petition under Docket Number 1902-PUD-03 (Ordinance 19-02) with the Plan Commission and City Council to rezone parcels as the same are more particularly described in **Exhibit A** which is attached hereto and incorporated herein by reference (collectively the “Real Estate”) from Springmill Trails PUD Zoning District and AG-SF1: Agriculture / Single-Family Rural District to the Lancaster Planned Unit Development Ordinance (the “Lancaster PUD”);

**WHEREAS**, the Developer is requesting the City Council to consider approval of the Lancaster Run PUD subject to the following commitments (“Commitments”);

**NOW THEREFORE**, the Developer makes the following Commitments to the City Council regarding the use and development of the Real Estate:

**Section 1.**     **Commitments.** The Real Estate is subject to the following Commitments:

- A. **Renting and Leasing:** The following text shall be included in Commitments Covenants and Restrictions (CCR’S) applicable to the duplexes and townhomes of Area B of the Lancaster PUD:

Renting and Leasing. Notwithstanding anything to the contrary herein, at least eighty-five percent (85%) of the Residential Units shall be Owner occupied. Owner occupancy includes ownership by an immediate family member of at least one person residing in the Residential Unit or a trust of which the occupant is settlor, grantor, trustee or beneficiary. As long as one Residential Unit satisfies the definition of Owner occupancy, the adjacent Residential Unit may be used to support independent living arrangements for the residents in the other Residential Unit. No renting or leasing of the Residential Units to a third party for income shall be permitted except in the case of (i) hardship as defined in this paragraph and (ii) acquisition of a Residential Unit by a lender through foreclosure, deed in lieu of foreclosure or similar proceedings, which in both cases the Owner shall be entitled to lease the Residential Unit for residential purposes. Hardship is defined as a personal or financial situation that without allowing renting or leasing of a Residential Unit significant financial harm shall occur to the Owner. The Owner must inform the Association of the specific circumstances of the hardship, and provide the Association with a copy of the lease. All lease or rental agreements must be in writing, and they shall be immediately provided to the Association. Residential Units shall not be leased for an



initial term of less than one year, nor for less than thirty (30) days for any term thereafter.

- B. Overnight On-Street Parking: The following text shall be included in Commitments Covenants and Restrictions (CCR'S) applicable to the townhomes in Area B of the PUD:

Parking of motor vehicles shall be prohibited between the hours of 2:00am and 5:00am within the public right-of-way of all public streets in applicable to the townhomes of Area B of the Lancaster PUD. This prohibition shall be subject to all applicable local ordinances regulating on-street parking.

**Section 2. Definitions.**

1. Developer. Lancaster Developer, LLC, and its successors and assigns.
2. Department. The Economic and Community Development Department of the City of Westfield.

**Section 3. Modification of Commitments.** These Commitments shall continue in effect until modified or terminated. These Commitments shall only be modified or terminated by the Council in accordance with the Section 10.6 (F) of the UDO.

**Section 4. Effective Date.** These Commitments shall be effective upon the Council's approval of the Lancaster PUD.

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

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

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

***REMAINDER OF PAGE LEFT INTENTIONALLY BLANK***

**IN WITNESS WHEREOF**, Platinum Properties Management Company, LLC; Wheeler Farms, LLC; and HRKK, LLC have caused these Commitments to be executed as of the dates identified below.

“Developer”

Lancaster Developer, LLC

By: \_\_\_\_\_

Name: Paul Rioux

Title: Managing Partner

Date: \_\_\_\_\_, 2019

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me, a Notary Public in and for said County and State, personally appeared Paul Rioux (name), as Managing Partner (title) of Platinum Properties Management Company, LLC, who acknowledged the execution and the foregoing Commitments Concerning Use and Development of Real Estate this \_\_\_\_ day of \_\_\_\_\_, 2019 for and on behalf of said entity.

My Commission Expires:

Notary Public

Residing in \_\_\_\_\_  
County of \_\_\_\_\_

---

Printed Name

“Owner”

By: \_\_\_\_\_

Name: Andrew Wheeler of Wheeler Farms, LLC

Date: \_\_\_\_\_

STATE OF INDIANA                    )  
                                                  ) SS.:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared Thomas E. Goins (name), as Owner, who acknowledged the execution and the foregoing Commitments Concerning Use and Development of Real Estate this \_\_\_\_ day of \_\_\_\_\_, 2019 for and on behalf of said entity

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

“Owner”

By: \_\_\_\_\_

Name: Henry J. Walker of HRKK, LLC

Date: \_\_\_\_\_

STATE OF INDIANA                     )  
                                                          ) SS.:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared Thomas E. Goins (name), as Owner, who acknowledged the execution and the foregoing Commitments Concerning Use and Development of Real Estate this \_\_\_\_ day of \_\_\_\_\_, 2019 for and on behalf of said entity

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

This instrument prepared by James E. Shinaver, Nelson & Frankenger, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

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

I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. James E. Shinaver.



**EXHIBIT A**  
**REAL ESTATE**

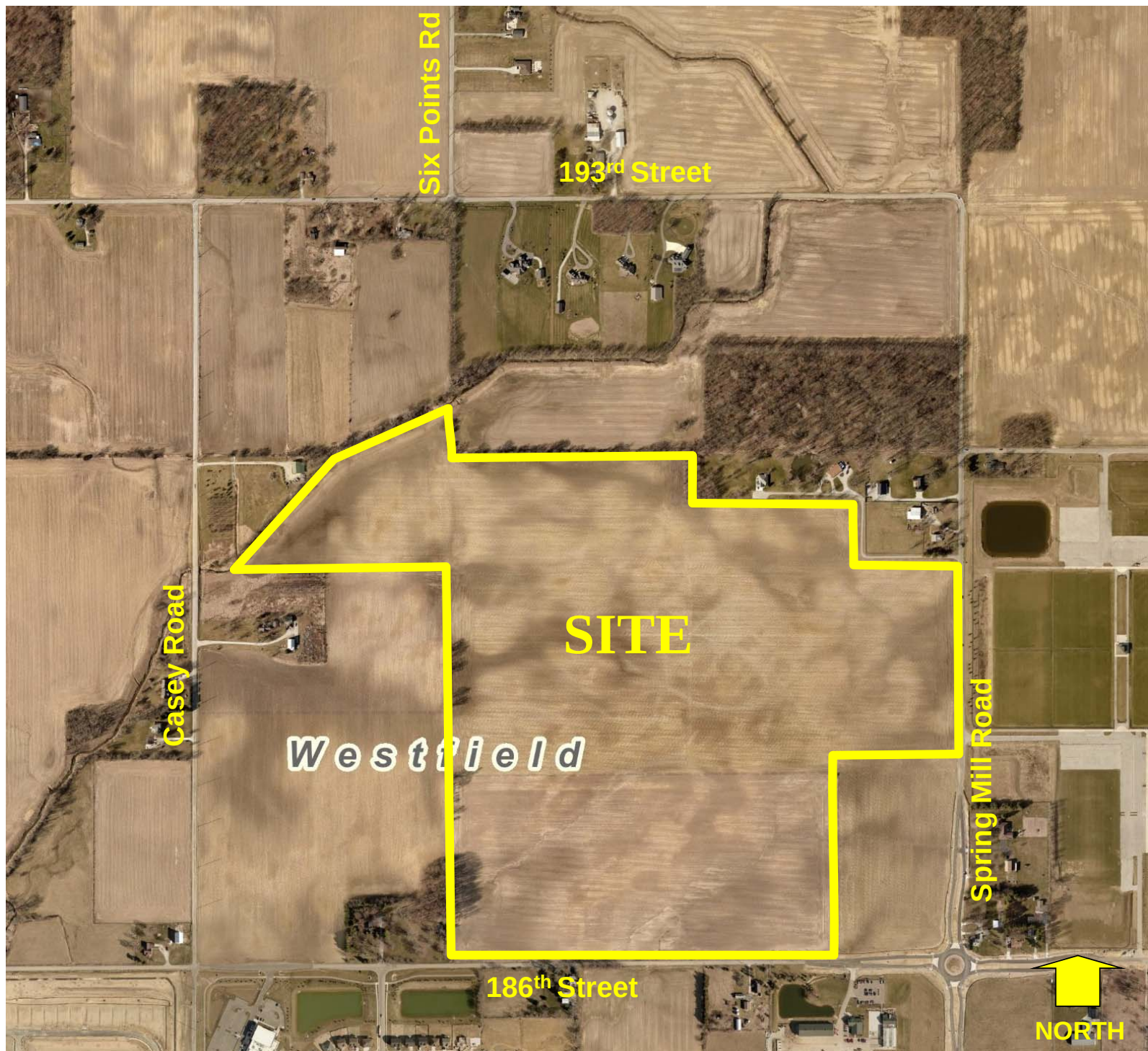
A part of the Northwest Quarter of Section 29, Township 19 North, Range 4 East, located in Washington Township, Hamilton County, Indiana being more specifically described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 29; thence South 89 degrees 24 minutes 45 seconds East (assumed bearing) 1,325.85 feet along the North line of said Northwest Quarter to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00 degrees 05 minutes 23 seconds West 1,266.53 feet along the East line of said Quarter-Quarter Section to the Northwest corner of the 42.50 acre parcel owned by Thomas E. Goins as recorded in Instrument No. 85-014694 in the Office of the Recorder of Hamilton County, Indiana; thence the next two (2) courses are along the North and East lines of said 42.50 acre parcel: (1) South 89 degrees 32 minutes 57 seconds East 1,323.26 feet; (2) South 00 degrees 06 minutes 33 seconds West 1,163.50 feet along the East line of said Northeast Quarter to the Northeast corner of Parcel II owned by Thomas E. Goings et ux as recorded in Instrument No. 9302300, in the Office of the Recorder of Hamilton County, Indiana; thence along the boundary of said Parcel II for the next two (2) courses: (1) North 89 degrees 32 minutes 57 seconds West 182.00 feet; (2) South 00 degrees 06 minutes 33 seconds West 239.00 feet to the South line of said Northwest Quarter; thence North 89 degrees 32 minutes 57 seconds West 1,140.78 feet along the South line of said Northwest Quarter to the Southwest corner of the Southwest Quarter of said Northwest Quarter; thence North 89 degrees 36 minutes 46 seconds West 647.49 feet along the South line of the Southwest Quarter of said Northwest Quarter to the Southeast corner of the 11.62 acre parcel owned by Crossroads Church at Westfield, Inc. as recorded in Instrument No. 2006-058047 in said Recorder's Office; thence North 00 degrees 01 minutes 04 seconds East 1,018.22 feet along the East line of said 11.62 acre parcel and the prolonged East line to the Northeast corner of 4.18 acre parcel owned by Mark T. Nigh et ux as recorded in Instrument No. 85-012054 in said Recorder's Office; thence North 89 degrees 21 minutes 16 seconds West 675.00 feet along the North line of said 4.18 acre parcel to the West line of said Northwest Quarter; thence North 00 degrees 01 minutes 04 seconds East 1,652.42 feet along said West line to the place of beginning, containing 107.000 acres, more or less.

**EXCEPTING THEREFROM:**

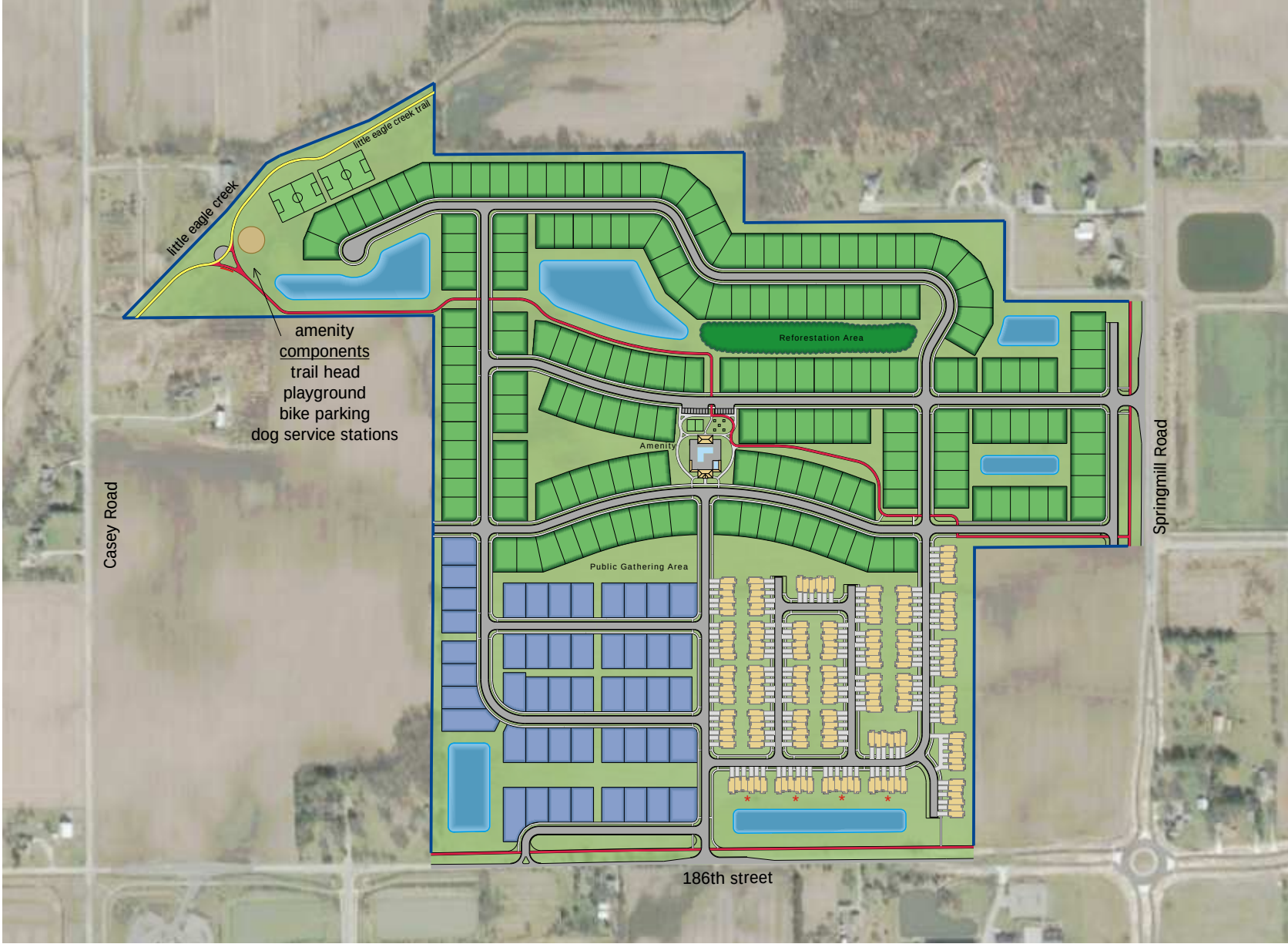
A part of the Northwest Quarter of Section 29, Township 19 North, Range 4 East, located in Washington Township, Hamilton County, Indiana being more specifically described as follows:

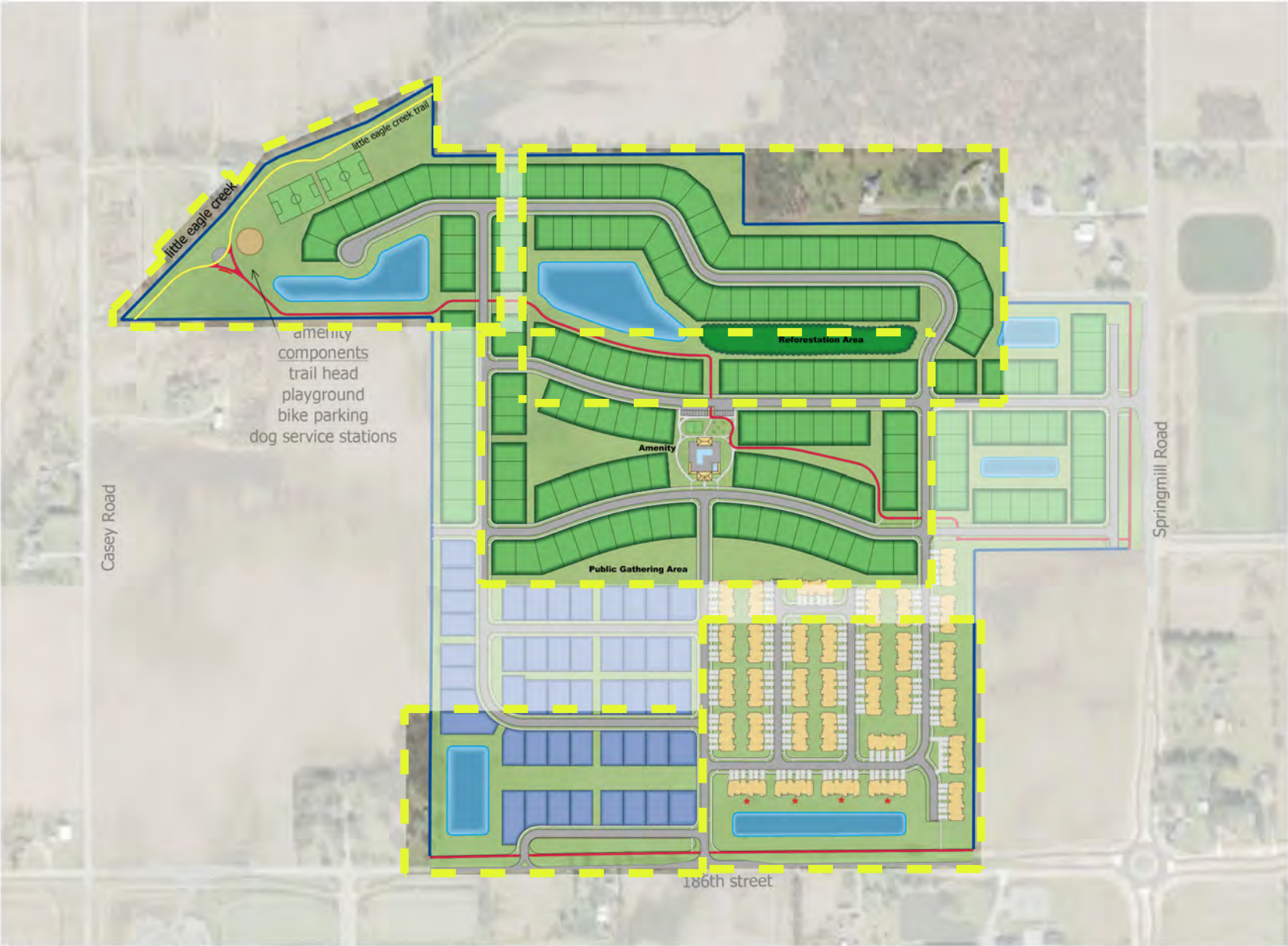
Commencing at the Southeast corner of the Northwest Quarter of said Section 29; thence North 89 degrees 32 minutes 57 seconds West (assumed bearing) 182.00 feet along the South line of said Northwest Quarter to the POINT OF BEGINNING of this description; thence North 89 degrees 32 minutes 57 seconds West along said South line, 75.05 feet; thence North 00 degrees 06 minutes 33 seconds East 239.00 feet; thence South 89 degrees 32 minutes 57 seconds East 75.05 feet to the Northwest corner of Parcel II owned by Thomas E. Goings et ux as recorded in Instrument No. 9302300 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 06 minutes 33 seconds West 239.00 feet along the West line of said Parcel II to the place of beginning, containing 0.412 acres, more or less.



**Lancaster PUD**  
**Site Location Map**

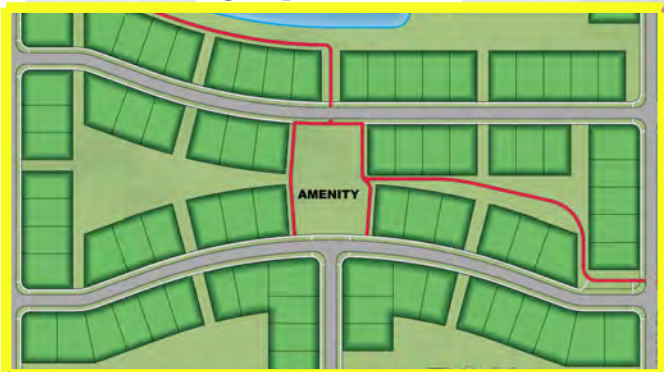








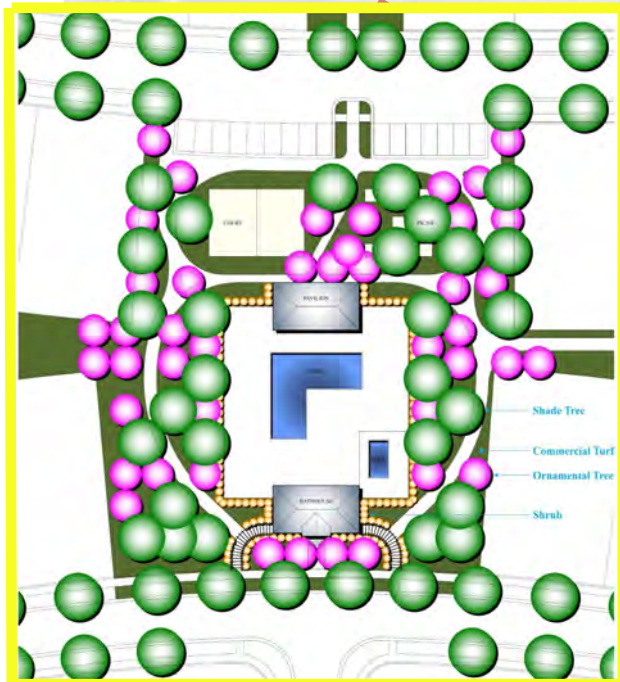
## OLD PLAN



## NEW PLAN



amenity  
components  
trail head  
playground  
bike parking  
dog service stations



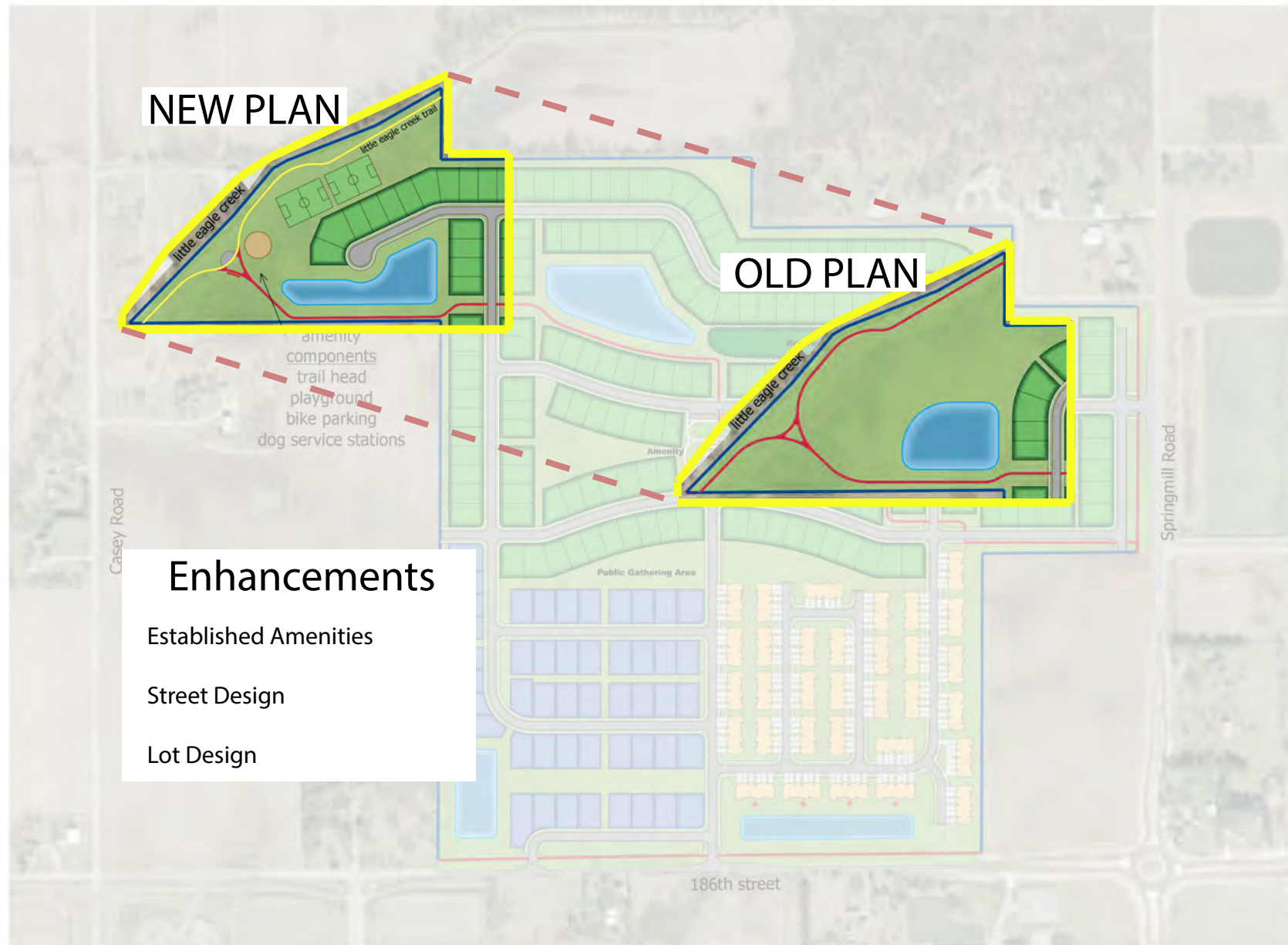
## Enhancements

Amenity Concept Plan

Lot Design

Landscape Plan





## Enhancements

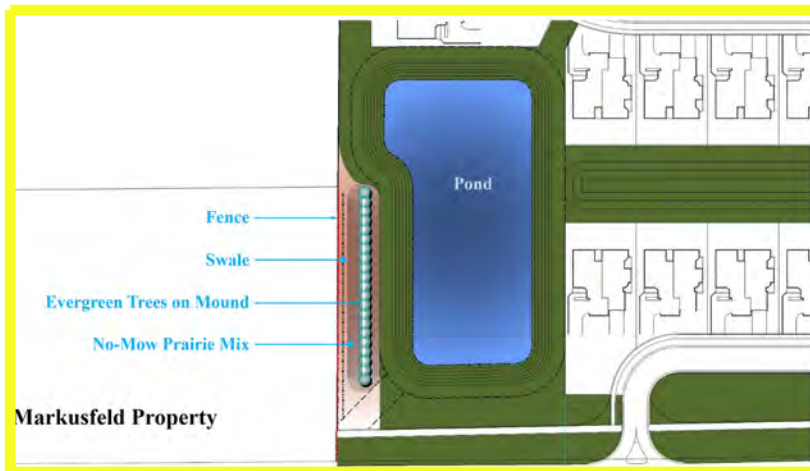
Established Amenities

Street Design

Lot Design







components  
trail head  
playground  
bike parking  
dog service stations

**OLD PLAN**

## Enhancements

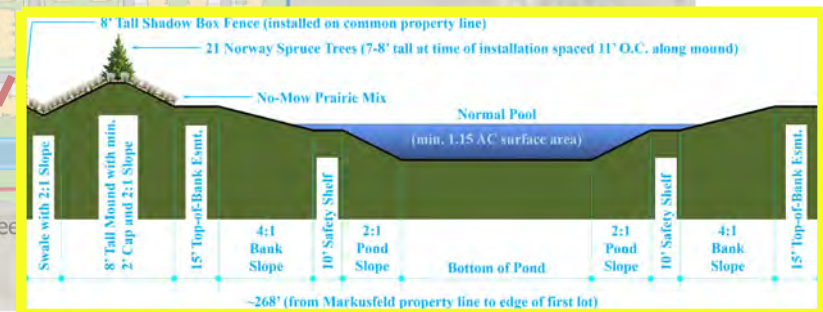
Markusfeld Buffer

Street Design

Lot Design

Enhanced Architecture

**NEW PLAN**



## Enhancements

Reforestation Area

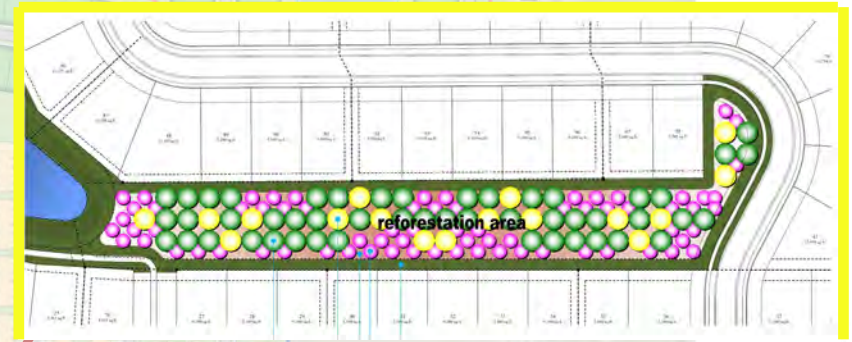
Street Design

Lot Design

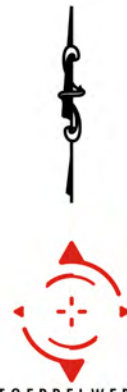
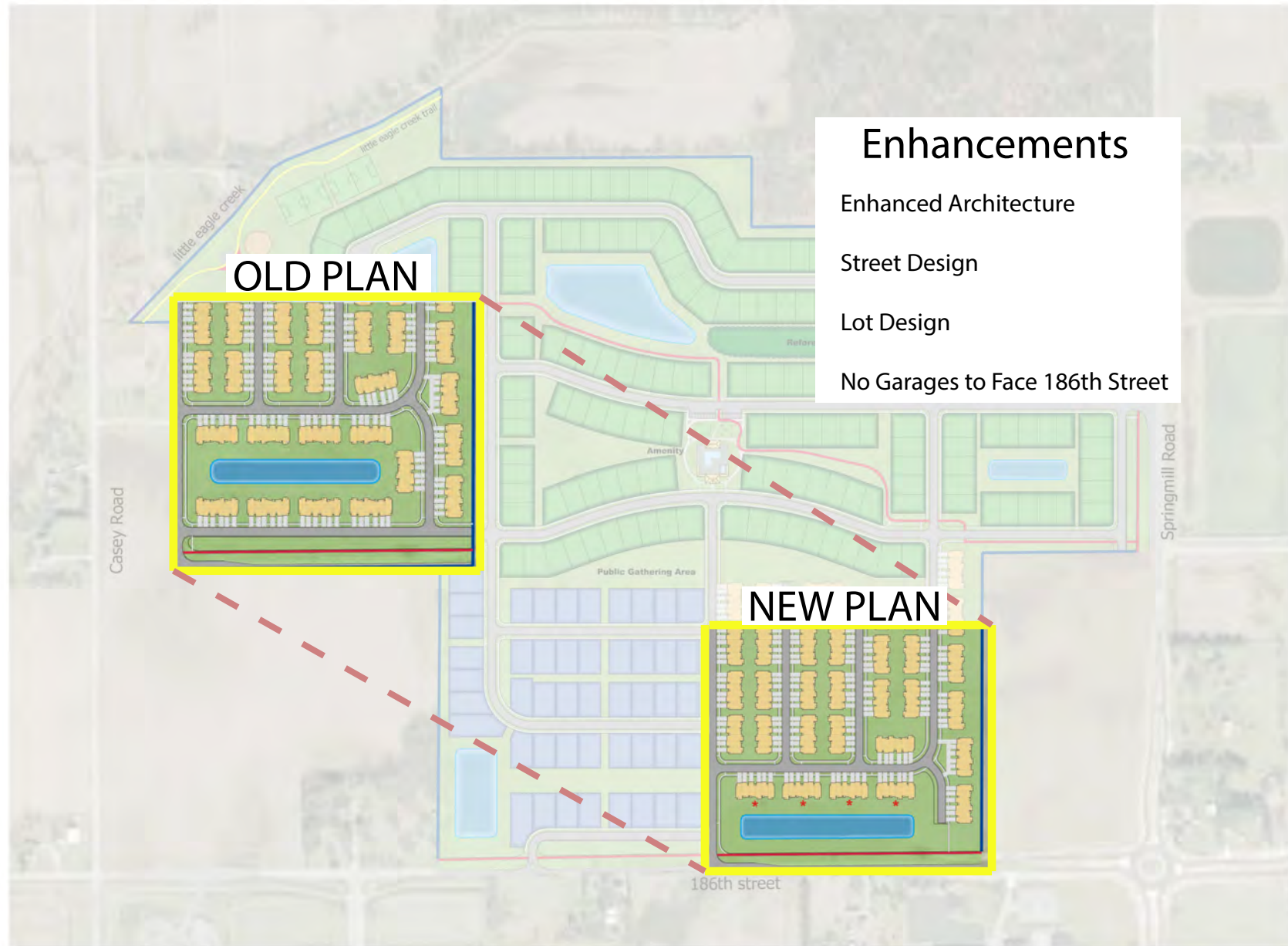
## NEW PLAN

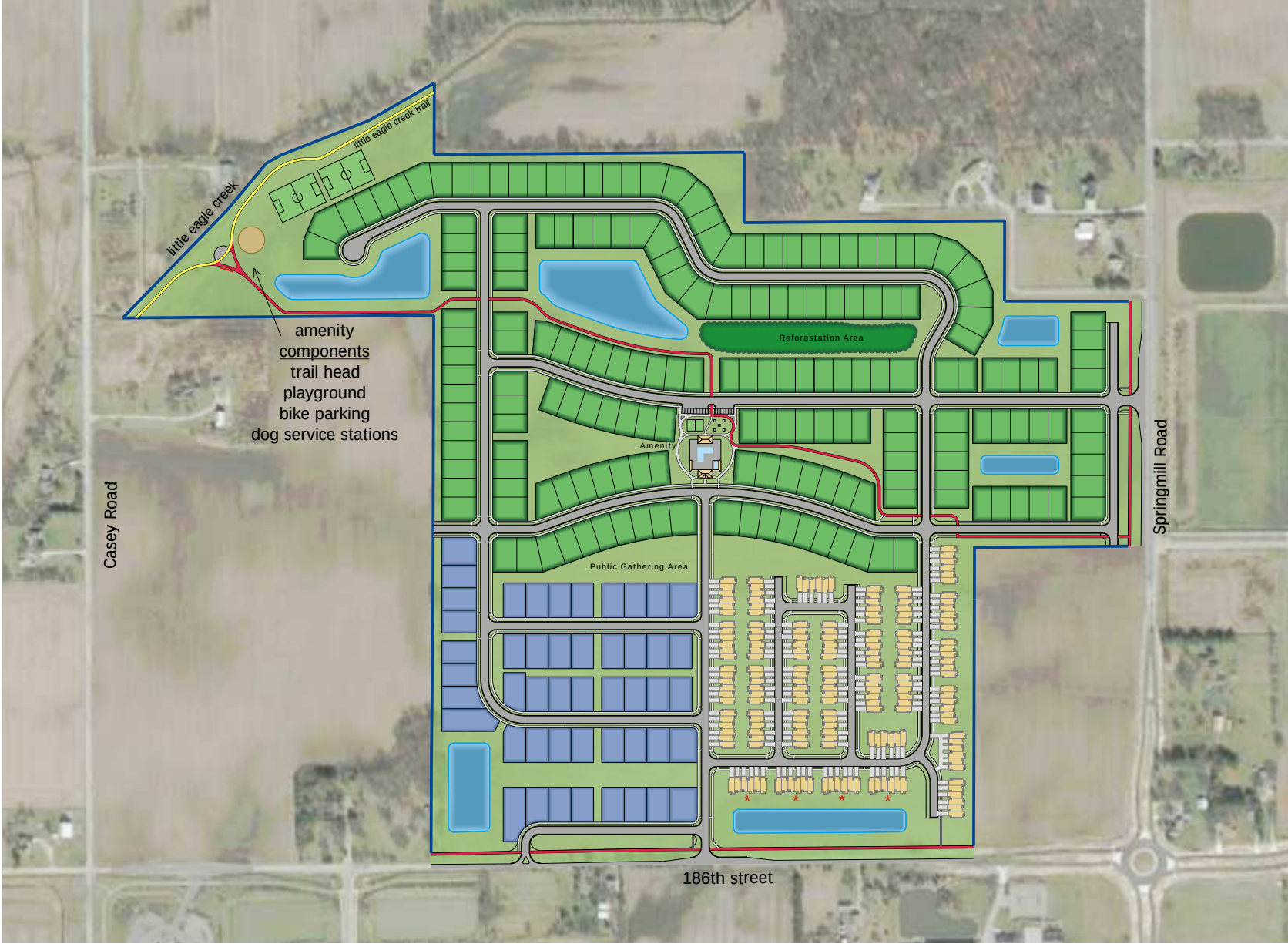


## OLD PLAN





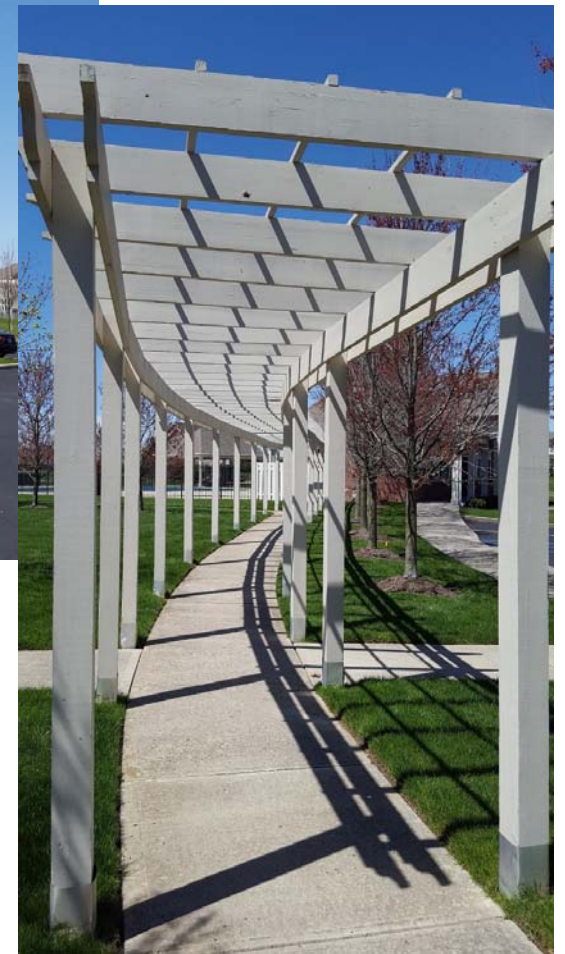








**Amenities**







Elevation C



Elevation A

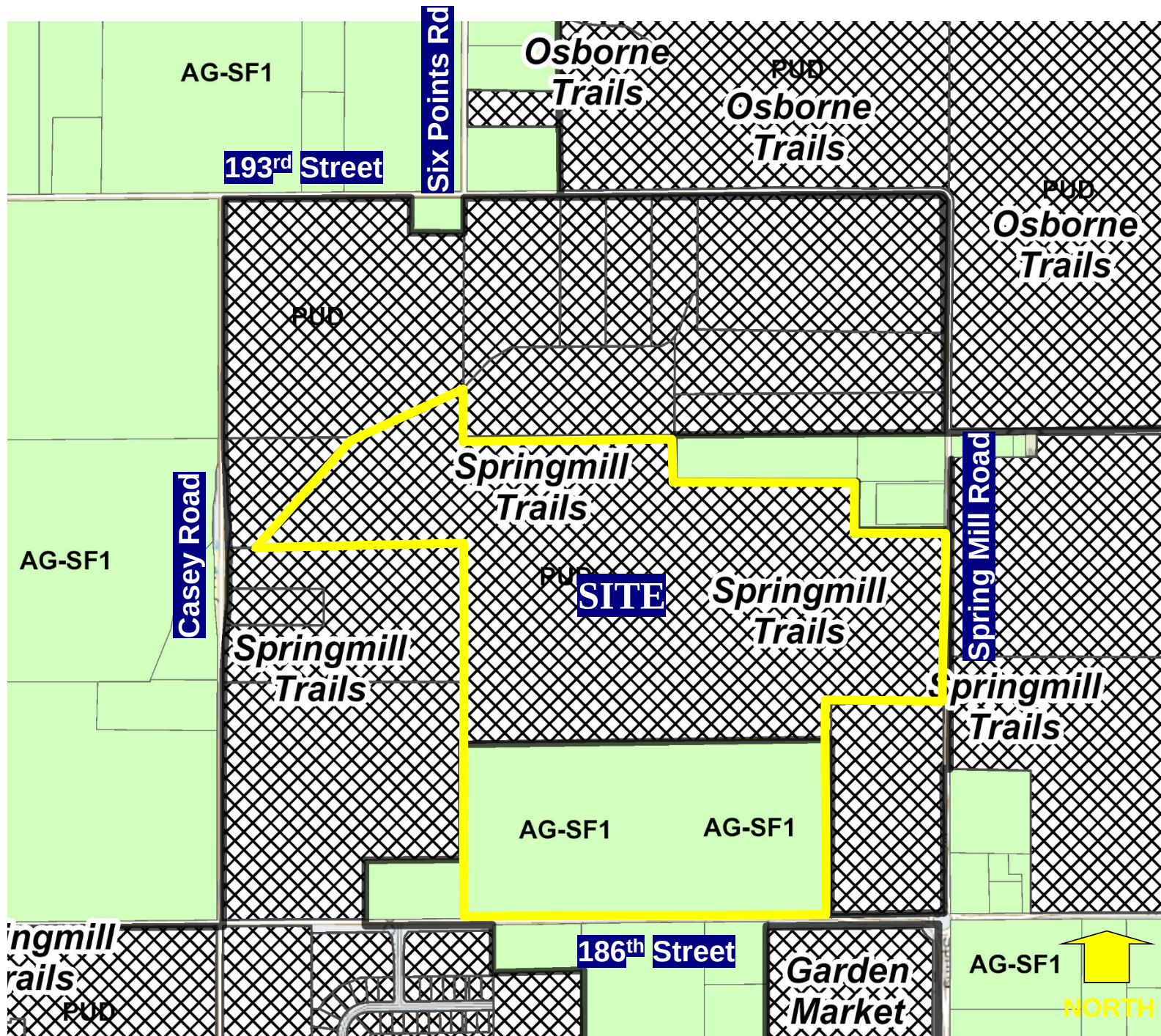
Elevation B

Elevation D



# Multiple Home Product Types





**Lancaster PUD**  
Site Zoning Map

## RESOLUTION NUMBER 19-102

### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA REGARDING CERTAIN TAX ABATEMENT DEDUCTIONS FOR GRINDS, LLC

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

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

**WHEREAS**, the Council adopted its Resolution Number 08-15 (the “Declaratory Resolution”) on June 9, 2008 pursuant to the Act declaring the area whose boundaries are located within the corporate boundaries of the City more particularly described in Exhibit A attached hereto and made a part of hereof which is also shown on the map attached hereto as Exhibit B (the “Area”) and made a part hereof as an Economic Revitalization Area in which property owners making application to the City pursuant to the Act subsequently approved by this Council pursuant to the Act may receive real property tax abatement and/or personal property tax abatement pursuant to the applicable procedures of the Act;

**WHEREAS**, the Council, after following all applicable procedures of the Act, took final action adopting Resolution Number 08-22 (the “Confirmatory Resolution”) on June 23, 2008 confirming the Declaratory Resolution, thereby establishing an Economic Revitalization Area.

**WHEREAS**, Grinds, LLC (the “Applicant”) has filed with this Council a Statement of Benefits, Personal Property (Form SB-1/PP) (“Form SB-1”) attached hereto as Exhibit C which describes the proposed project (the “Project”) to be installed by the Applicant, in order to receive personal property tax abatement for the Project;

**WHEREAS**, the Project includes the installation of new manufacturing machinery and equipment for production of a coffee-based, smokeless tobacco alternative in the Applicant’s facility which will be utilized by the Applicant in its operations located in the Area;

**WHEREAS**, this Council has reviewed the Form SB-1;

**WHEREAS**, the improvement of the Area will be of public utility and will be to the benefit and welfare of the citizens and taxpayers of the City.

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

**SECTION I.** The proposed Project will be located in the Area which has been confirmed as an economic revitalization area pursuant to the Act.

**SECTION II.** Based upon the information in the Form SB-1, this Council makes the following findings:

- (1) The estimate of Five Million, Six Hundred Thousand Dollars (\$5,600,000) as the value of the Project is reasonable.
- (2) The estimate of hiring fifty-six (56) new individuals who will be employed through the term of the abatement period can be reasonably expected to result from the proposed Project.
- (3) The estimate of Two Million, Two Hundred Thirty Thousand, and Five Hundred Ninety-Two Dollars (\$2,230,592) for the aggregate annual salaries without benefits of those individuals who will be employed can be reasonably expected to result from the proposed Project.
- (4) The other benefits about which information has been presented to this Council are benefits that can be reasonably expected to result from the proposed Project.
- (5) The totality of benefits is sufficient to justify the granting of a five (5) year personal property tax abatement to the Applicant.

**SECTION III.** The Form SB-1 submitted by the Applicant is approved.

**SECTION IV.** Personal property tax deductions for the Project are hereby approved. The period for personal property tax deductions under the Act (IC 6-1.1-12.1-4 Version b (d) (5)) for the Project shall be five (5) years, utilizing the follow schedule:

- Year 1 – 100%
- Year 2 – 80%
- Year 3 – 60%
- Year 4 – 40%
- Year 5 – 20%

**SECTION V.** Pursuant to the Act, the Council shall cause to be filed a certified copy of this Resolution with the Hamilton County Auditor.

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

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**ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF  
WESTFIELD, HAMILTON COUNTY, INDIANA THIS 11th DAY OF MARCH, 2019.**

**WESTFIELD CITY COUNCIL  
HAMILTON COUNTY, INDIANA**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Robert L. Horkay

\_\_\_\_\_  
Joe Edwards

\_\_\_\_\_  
Joe Edwards

\_\_\_\_\_  
Joe Edwards

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Cindy L. Spoljaric

\_\_\_\_\_  
Dr. Mark Keen

\_\_\_\_\_  
Dr. Mark Keen

\_\_\_\_\_  
Dr. Mark Keen

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

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

**I hereby certify that RESOLUTION 19-102 was delivered to the Mayor of Westfield on the \_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_m.**

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 19-102  
This \_\_\_\_ day of \_\_\_\_\_, 2019

I hereby VETO Resolution 19-102  
This \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

Prepared By:  
Amanda Rubadue, Economic Development Director  
Mayor's Office  
City of Westfield, Indiana

**EXHIBIT A**

Legal Description of  
Area

Commonly Known as 1122 East 169<sup>th</sup> Street,  
Westfield, Indiana

Surveyed Land Description — New Overall Parcel

A part of the Northwest Quarter of the Southwest Quarter of Section 1, Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows: Beginning at the northwest corner of said Southwest Quarter; thence North 86 degrees 46 minutes 04 seconds East (basis of bearing assumed as South 00 degrees 12 minutes 06 seconds West along the west line of said Quarter Section) along the north line of said quarter a distance of 574.65 feet; thence South 00 degrees 07 minutes 12 seconds East a distance of 665.51 feet; thence North 89 degrees 47 minutes 54 seconds West perpendicular to said west line a distance of 577.36 feet to said line; thence North 00 degrees 12 minutes 06 seconds East along said line a distance of 631.08 feet to the Point of Beginning, containing 8.565 acres, more or less.

EXHIBIT B





# EXHIBIT C

## Statement of Benefits Form



### STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

**FORM SB-1 / PP**

#### PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

#### INSTRUCTIONS

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

| SECTION 1 TAXPAYER INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------|--|--------------------------------|---------------------------------------------|----------------------------------------------------|----------------------------------------------|-----------------------------------------------------|-----------------|--------------|----------------|
| Name of taxpayer<br><b>Grinds, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                         |  |                                | Name of contact person<br><b>Ken Warren</b> |                                                    |                                              |                                                     |                 |              |                |
| Address of taxpayer (number and street, city, state, and ZIP code)<br><b>17075 Oak Ridge Road, Westfield, IN 46074</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                         |  |                                |                                             |                                                    | Telephone number<br><b>( 510 ) 763-1088</b>  |                                                     |                 |              |                |
| SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| Name of designating body<br><b>City of Westfield</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                         |  |                                |                                             |                                                    | Resolution number (s)                        |                                                     |                 |              |                |
| Location of property<br><b>17075 Oak Ridge Road, Westfield, IN 46074</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                         |  |                                | County<br><b>Hamilton</b>                   |                                                    | DLGF taxing district number<br><b>29-015</b> |                                                     |                 |              |                |
| Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment.<br>(Use additional sheets if necessary.)<br><br>Equipment will be specific to the production, fulfillment, and distribution of Grinds Coffee Pouches - a coffee based alternative to chewing tobacco, including the installation and use of 3 Merz form fill and seal packaging machines, manufactured in Lich, Germany to produce the finished cans of Grinds pouches. They will also install labeling equipment from a separate vendor to package and prepare the three unique labels on finished cans. |  |                         |  |                                | ESTIMATED                                   |                                                    |                                              |                                                     |                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  |                                |                                             |                                                    | START DATE                                   |                                                     | COMPLETION DATE |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  |                                | Manufacturing Equipment                     |                                                    | 04/01/2019                                   |                                                     | 12/31/2023      |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  |                                | R & D Equipment                             |                                                    |                                              |                                                     |                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  |                                | Logist Dist Equipment                       |                                                    |                                              |                                                     |                 |              |                |
| IT Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| Current number<br><b>0.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Salaries<br><b>0.00</b> |  | Number retained<br><b>0.00</b> |                                             | Salaries<br><b>0.00</b>                            |                                              | Number additional<br><b>56.00</b>                   |                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  |                                |                                             |                                                    |                                              | Salaries<br><b>\$2,230,592</b>                      |                 |              |                |
| SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                         |  | MANUFACTURING EQUIPMENT        |                                             | R & D EQUIPMENT                                    |                                              | LOGIST DIST EQUIPMENT                               |                 | IT EQUIPMENT |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  | COST                           | ASSESSED VALUE                              | COST                                               | ASSESSED VALUE                               | COST                                                | ASSESSED VALUE  | COST         | ASSESSED VALUE |
| Current values                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                         |  | 0                              | 0                                           |                                                    |                                              |                                                     |                 |              |                |
| Plus estimated values of proposed project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                         |  | 0                              | 0                                           |                                                    |                                              |                                                     |                 |              |                |
| Less values of any property being replaced                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                         |  | 0                              | 0                                           |                                                    |                                              |                                                     |                 |              |                |
| Net estimated values upon completion of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  | 5,611,414                      | 3,142,392                                   |                                                    |                                              |                                                     |                 |              |                |
| SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| Estimated solid waste converted (pounds) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                         |  |                                |                                             | Estimated hazardous waste converted (pounds) _____ |                                              |                                                     |                 |              |                |
| Other benefits:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| SECTION 6 TAXPAYER CERTIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| I hereby certify that the representations in this statement are true.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                         |  |                                |                                             |                                                    |                                              |                                                     |                 |              |                |
| Signature of authorized representative<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                         |  |                                |                                             |                                                    |                                              | Date signed (month, day, year)<br><b>02/27/2019</b> |                 |              |                |
| Printed name of authorized representative<br><b>Ken Warren</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                         |  |                                |                                             | Title<br><b>COO</b>                                |                                              |                                                     |                 |              |                |

# FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed \_\_\_\_\_ calendar years \* (see below). The date this designation expires is \_\_\_\_\_. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

- |                                                            |                                                          |                                                                                                                                                     |
|------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Installation of new manufacturing equipment;            | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18<br>Check box if an enhanced abatement was approved for one or more of these types. |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                                     |
| 3. Installation of new logistical distribution equipment.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                                     |
| 4. Installation of new information technology equipment;   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                                     |

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

D. The amount of deduction applicable to new research and development equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

F. The amount of deduction applicable to new information technology equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

G. Other limitations or conditions (specify) \_\_\_\_\_

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

- |                                 |                                 |                                 |                                 |                                  |                                                                                                                                                                              |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Year 1 | <input type="checkbox"/> Year 2 | <input type="checkbox"/> Year 3 | <input type="checkbox"/> Year 4 | <input type="checkbox"/> Year 5  | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18<br>Number of years approved: _____<br>(Enter one to twenty (1-20) years; may not exceed twenty (20) years.) |
| <input type="checkbox"/> Year 6 | <input type="checkbox"/> Year 7 | <input type="checkbox"/> Year 8 | <input type="checkbox"/> Year 9 | <input type="checkbox"/> Year 10 |                                                                                                                                                                              |

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☐ Yes ☐ No  
If yes, attach a copy of the abatement schedule to this form.  
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

|                                                                             |                          |                                |
|-----------------------------------------------------------------------------|--------------------------|--------------------------------|
| Approved by: (signature and title of authorized member of designating body) | Telephone number<br>( )  | Date signed (month, day, year) |
| Printed name of authorized member of designating body                       | Name of designating body |                                |
| Attested by: (signature and title of attester)                              | Printed name of attester |                                |

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

## IC 6-1.1-12.1-17

### Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 1 of 10)





**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 2 of 5)





**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 3 of 5)



**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 4 of 5)





**EXHIBIT D**  
**SINGLE-FAMILY DETACHED DWELLINGS CHARACTER EXHIBITS**  
(Page 5 of 5)



**EXHIBIT E**  
**DUPLEX DWELLINGS CHARACTER EXHIBITS**  
(Page 1 of 3)





**EXHIBIT E**  
**DUPLEX DWELLINGS CHARACTER EXHIBITS**  
(Page 2 of 3)



**EXHIBIT E**  
**DUPLEX DWELLINGS CHARACTER EXHIBITS**  
(Page 3 of 3)





**EXHIBIT F**  
**TOWNHOME DWELLING CHARACTER EXHIBITS**  
(Page 1 of 3)



**EXHIBIT F**  
**TOWNHOME DWELLING CHARACTER EXHIBITS**  
(Page 2 of 3)





**EXHIBIT F**  
**TOWNHOME DWELLING CHARACTER EXHIBITS**  
(Page 3 of 3)

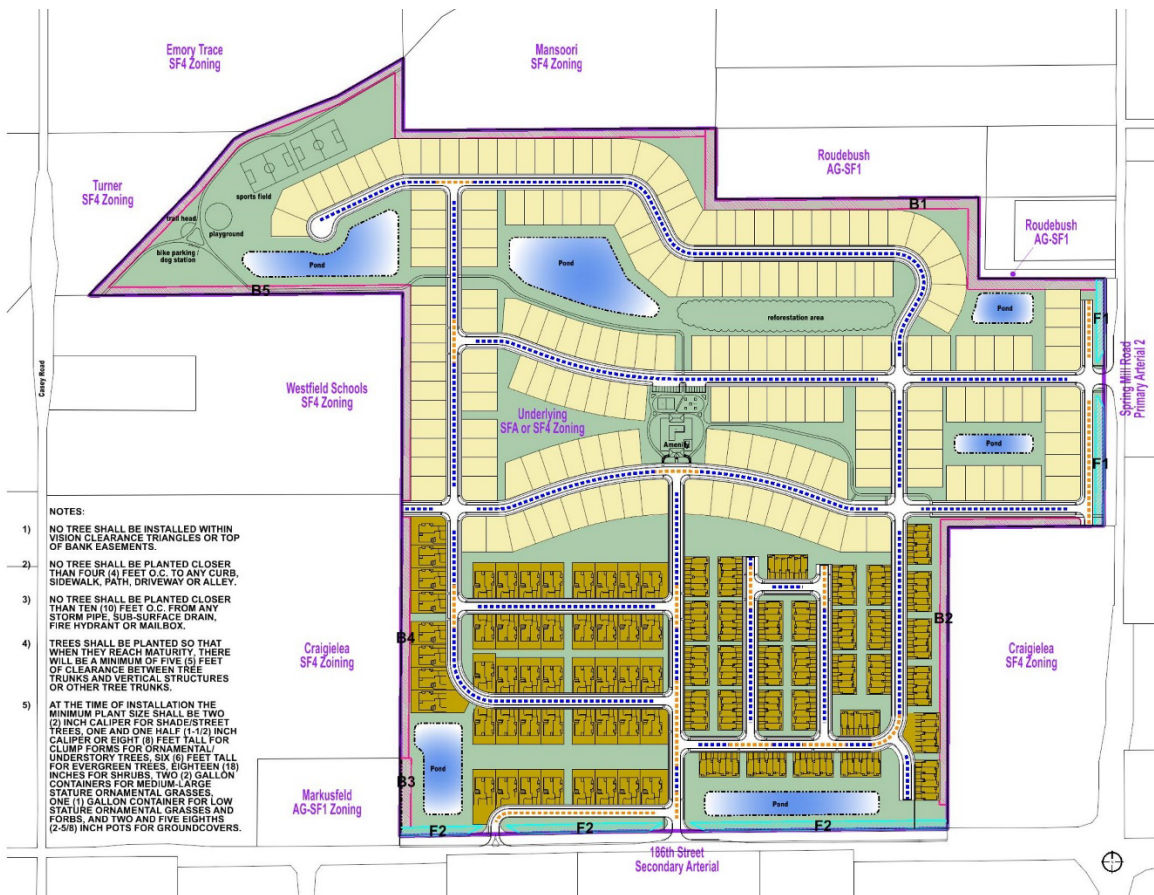
Townhomes Fronting 186<sup>th</sup> Street



## EXHIBIT G

### Buffer and Common Area Plan

(Page 1 of 3)



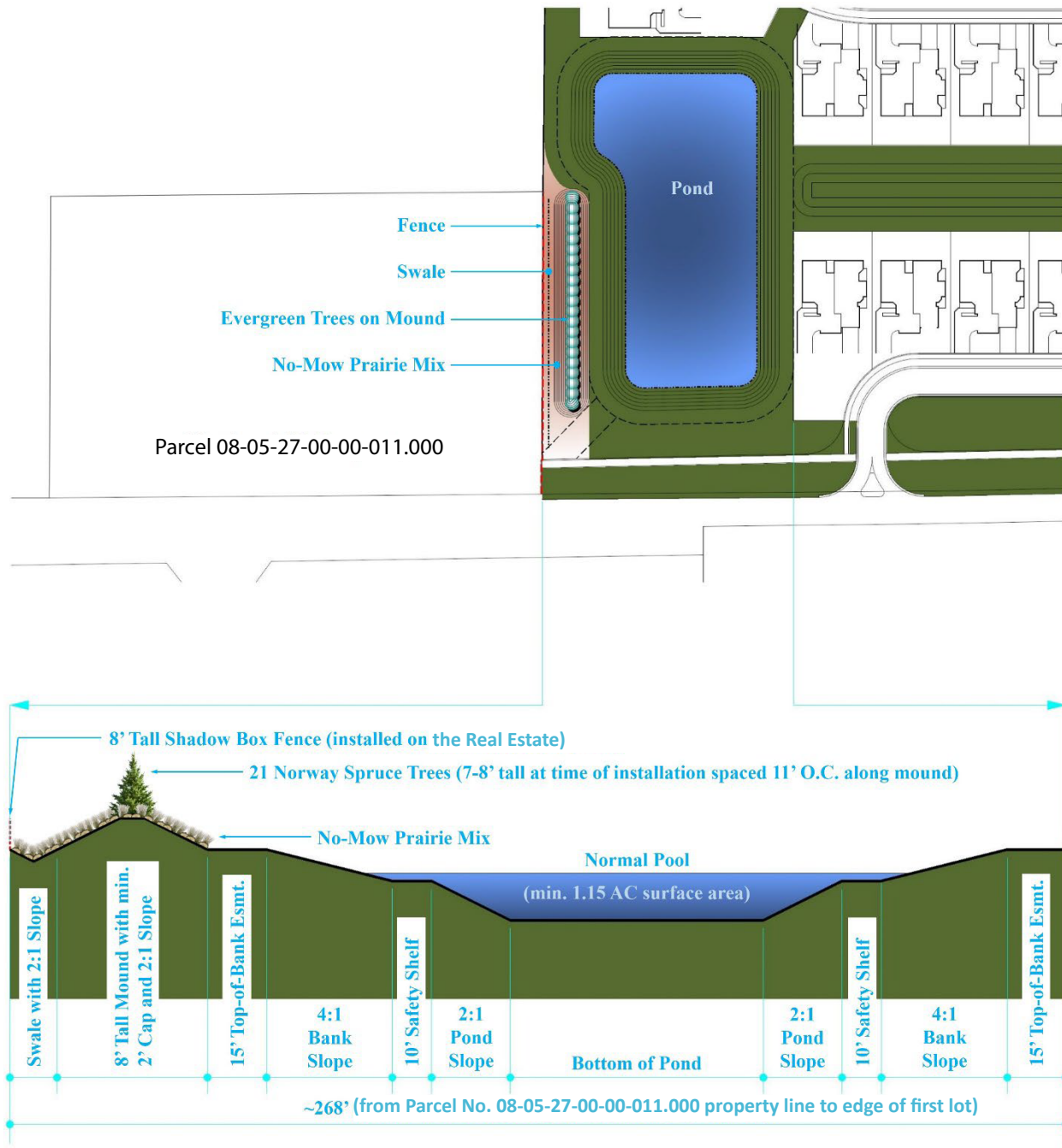
LANDSCAPING REQUIREMENTS AND STRATEGY FOR OVERALL P.U.D.

| AREA      | TYPE / LOCATION                              | ZONING OF ADJACENT PARCEL | MEASUREMENT         | LANDSCAPING REQUIREMENTS PER U.D.O. AND/OR LANCASTER P.U.D.                                                                                                                                                                                                                                                                                                                 | PROPOSED STRATEGY                                 |
|-----------|----------------------------------------------|---------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>F1</b> | EXTERNAL STREET FRONTAGE (SPRING MILL ROAD)  | PRIMARY ARTERIAL 2        | ~700 LINEAL FEET    | NONE, PROVIDED THAT DWELLINGS FACE OR SIDE THE EXTERNAL STREET.                                                                                                                                                                                                                                                                                                             | FACE OR SIDE DWELLINGS ALONG THE EXTERNAL STREET. |
| <b>F2</b> | EXTERNAL STREET FRONTAGE (186TH STREET)      | SECONDARY ARTERIAL        | ~1,614 LINEAL FEET  | NONE, PROVIDED THAT DWELLINGS FACE OR SIDE THE EXTERNAL STREET.                                                                                                                                                                                                                                                                                                             | FACE OR SIDE DWELLINGS ALONG THE EXTERNAL STREET. |
| <b>B1</b> | PERIMETER BUFFER                             | AG-SF1                    | ~1,963 LINEAL FEET  | ROUGHLY NINE HUNDRED FOOT PORTION DESCRIBED IN RECORDED AGREEMENT 2007047887 (SIX-FOOT EVERGREEN TREES PLANTED TEN FEET ON-CENTER ALONG AN EIGHT FOOT TALL MOUND WITH 3:1 SIDE SLOPES) WHILE THE REMAINDER OF AREA TO INCLUDE A TYPE-B BUFFER MINUS MOUND (407 YARD WITH 4 SHADE TREES + 4 EVERGREEN TREES + 10 SHRUBS PER 100 LINEAL FEET) OR SIX-FOOT TALL PRIVACY FENCE. | COMPLY WITH AGREEMENT AND/OR U.D.O. AND/OR P.U.D. |
| <b>B2</b> | PERIMETER BUFFER                             | SF4                       | ~1,585 LINEAL FEET  | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
| <b>B3</b> | PERIMETER BUFFER                             | AG-SF1                    | ~256 LINEAL FEET    | PER EXHIBIT-G (PAGE 2 OF 3) OF P.U.D.                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH P.U.D. (SEE EXHIBIT-G PAGE 2 OF 3)    |
| <b>B4</b> | PERIMETER BUFFER                             | SF4                       | ~888 LINEAL FEET    | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
| <b>B5</b> | PERIMETER BUFFER                             | SF4                       | ~4,7803 LINEAL FEET | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (OPEN SPACE/COMMONS)                     | N/A                       |                     | 10 SHADE/ORNAMENTAL/EVERGREEN TREES PER ACRE OF OPEN SPACE                                                                                                                                                                                                                                                                                                                  | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY UNDER 8,000SF)            | N/A                       | 192 TOWNHOMES       | 1 SHADE TREES + 4 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                                          | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY UNDER 8,000SF)            | N/A                       | 95 VILLAS           | 1 SHADE TREES + 1 ORNAMENTAL TREE + 8 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                      | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY OVER 8,000SF)             | N/A                       | 190 DETACHED HOMES  | 2 SHADE TREES + 2 ORNAMENTAL TREES + 8 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                     | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | STREET PLANTING STRIP (BOTH SIDES OF STREET) | N/A                       | ~12,488 LINEAL FEET | 2 STREET TREES (ONE PER SIDE) PER 50 LINEAL FEET (WITH VARIABLE SPACING 20-60' O.C.)                                                                                                                                                                                                                                                                                        | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | STREET PLANTING STRIP (ONE SIDE OF STREET)   | N/A                       | ~3,293 LINEAL FEET  | 1 STREET TREE (ONE SIDE ONLY) PER 50 LINEAL FEET (WITH VARIABLE SPACING 20-60' O.C.)                                                                                                                                                                                                                                                                                        | COMPLY WITH U.D.O. AND/OR P.U.D.                  |

Note: Larger scale paper and digital copies of the Landscape Plan are on file with the Department of Economic and Community Development under Docket Number 1902-PUD-03.



**EXHIBIT G**  
**Buffer Area B3 Details**  
 (Page 2 of 3)



\*Requirement for the fence may be amended if mutually agreed upon by the owner of Parcel No. 08-05-27-00-00-011.000 and the Developer prior to the submittal of the Secondary Plat for the section of Real Estate including the fence. Any mutually agreed upon amendment between the owner of Parcel No. 08-05-27-00-00-011.000 and the Developer shall be submitted to the Director in writing.

## EXHIBIT G

### Reforestation Area Details

(Page 3 of 3)



#### Low Stature Prairie Mix

##### Grasses

PLS  
sq/acre

- 32 Bouteloua curtipendula (Side-Oats Grama)
- 3 Carex brevior (Plains Oval Sedge)
- 1 Carex muhlenbergii (Sand-Bracted Sedge)
- 32 Elymus canadensis (Canada Wild Rye)
- 4 Elymus virginicus (Virginia Wild Rye)
- 48 Schizachyrium scoparium (Little Bluestem)
- 8 Sporobolus heterolepis (Prairie Dropseed)
- 128

##### Forbs

PLS  
sq/acre

- 1 Allium cernuum (Nodding Wild Onion)
- 2 Asclepias syriaca (Common Milkweed)
- 1 Asclepias tuberosa (Butterfly Weed)
- 1 Baptisia alba (White False Indigo)
- 1.5 Coreopsis lanceolata (Lance-Leaf Coreopsis)
- 2 Coreopsis palmata (Plains Coreopsis)
- 2 Dalea purpureum (Purple Prairie Clover)
- 1 Drymocallis arguta (Prairie Cinquefoil)
- 4 Echinacea purpurea (Purple Coneflower)
- 1.5 Eryngium yuccifolium (Rattlesnake Master)
- 2 Helianthus mollis (Downy Sunflower)
- 2 Helianthus occidentalis (Western Sunflower)
- 2 Lespedeza capitata (Round-Headed Bush Clover)
- 0.5 Liatris aspera (Rough Blazing Star)
- 1.5 Liatris spicata (Dense Blazing Star)
- 0.5 Monarda fistulosa (Bergamot)
- 1 Oligoneuron riddellii (Riddell's Goldenrod)
- 1.5 Oligoneuron rigidum (Stiff Goldenrod)
- 4 Parthenium integrifolium (Wild Quinine)
- 2 Penstemon digitalis (Foxglove Beardtongue)
- 1 Penstemon hirsutus (Hairy Beardtongue)
- 0.5 Pycnanthemum virginianum (Mountain Mint)
- 3 Ratibida pinnata (Yellow Coneflower)
- 2 Rudbeckia hirta (Black-Eyed Susan)
- 1 Solidago nemoralis (Gray Goldenrod)
- 1 Solidago speciosa (Showy Goldenrod)
- 0.5 Symphyotrichum ericoides (Heath Aster)
- 2 Symphyotrichum laeve (Smooth Aster)
- 1 Symphyotrichum oolentangense (Sky Blue Aster)
- 1.5 Tradescantia ohioensis (Ohio Spiderwort)
- 0.5 Veronicastrum virginicum (Culver's Root)
- 48

**Commercial Turf.** Minimum fifteen feet mow strip between reforestation area and lots.

**72 Ornamental Trees.** Roughly equal quantities of Flowering Dogwood, Eastern Redbud, and Serviceberry planted fifteen feet on-center. Size of trees at installation shall be five-seven gallon container stock.

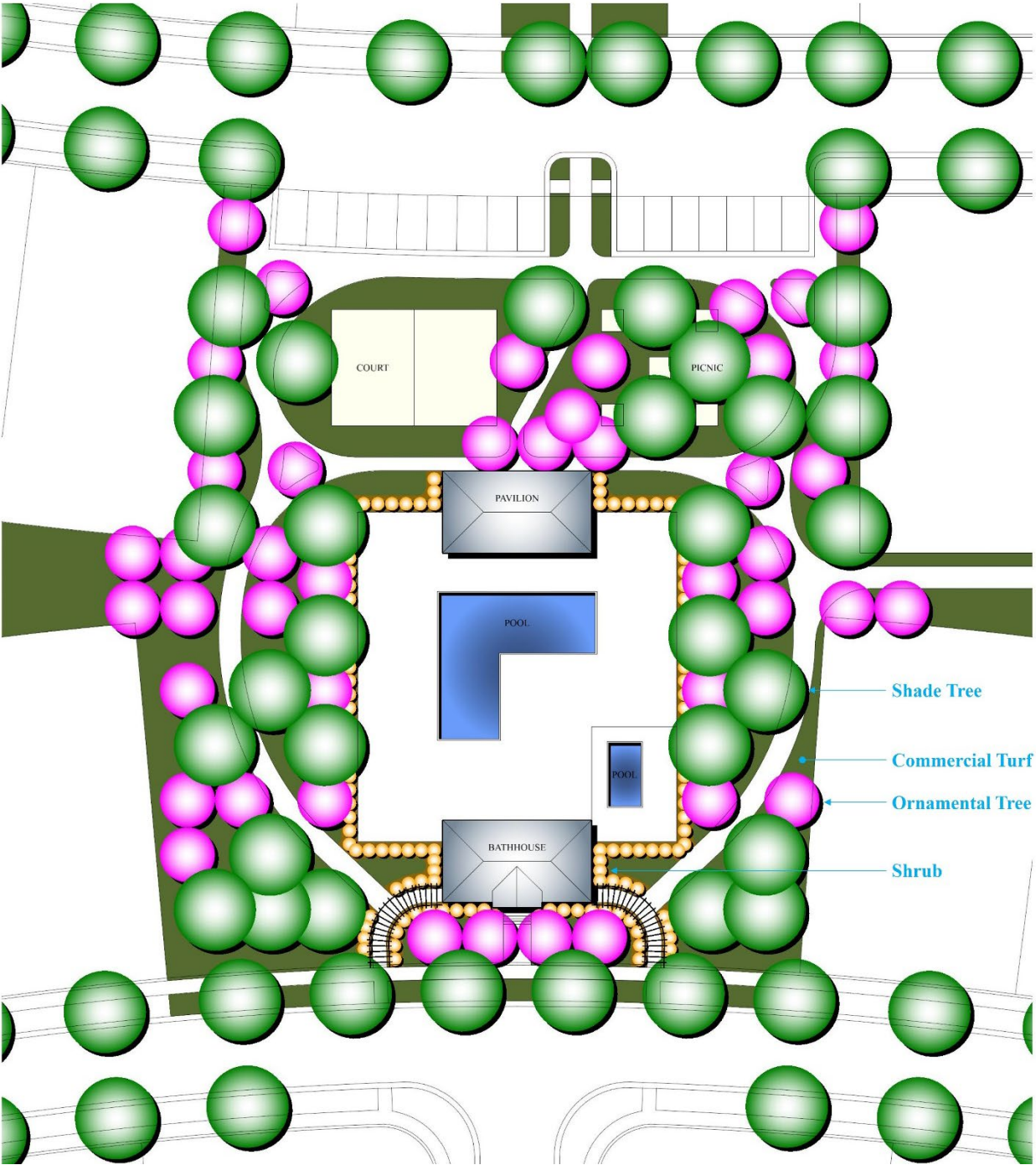
**Low Stature Prairie Mix** (approximately 2.25 acres). Seed mix as specified by Spence Restoration Nursery (2220 East Fuson Road, Muncie, Indiana 47302) or equivalent in addition to a cover crop of Re-cleaned Oats (at a rate of 32-64 pounds per acre). Area shall be cut to a height of six-eight inches once each March.

**17 Swamp White Oak Trees.** Size of each tree at installation shall be two inch caliper.

**48 Oak Tree Mix.** Roughly equal quantities of Black Oak, Bur Oak, and Shingle Oak planted thirty feet on-center. Size of each tree at installation shall be five-ten gallon container stock.



**EXHIBIT H**  
**Amenity Exhibit**  
(Page 1 of 4)



**EXHIBIT H**  
**Amenity Exhibit**  
(Page 2 of 4)





**EXHIBIT H**  
**Amenity Exhibit**  
(Page 3 of 4)





**EXHIBIT H**  
**Amenity Exhibit**  
(Page 4 of 4)

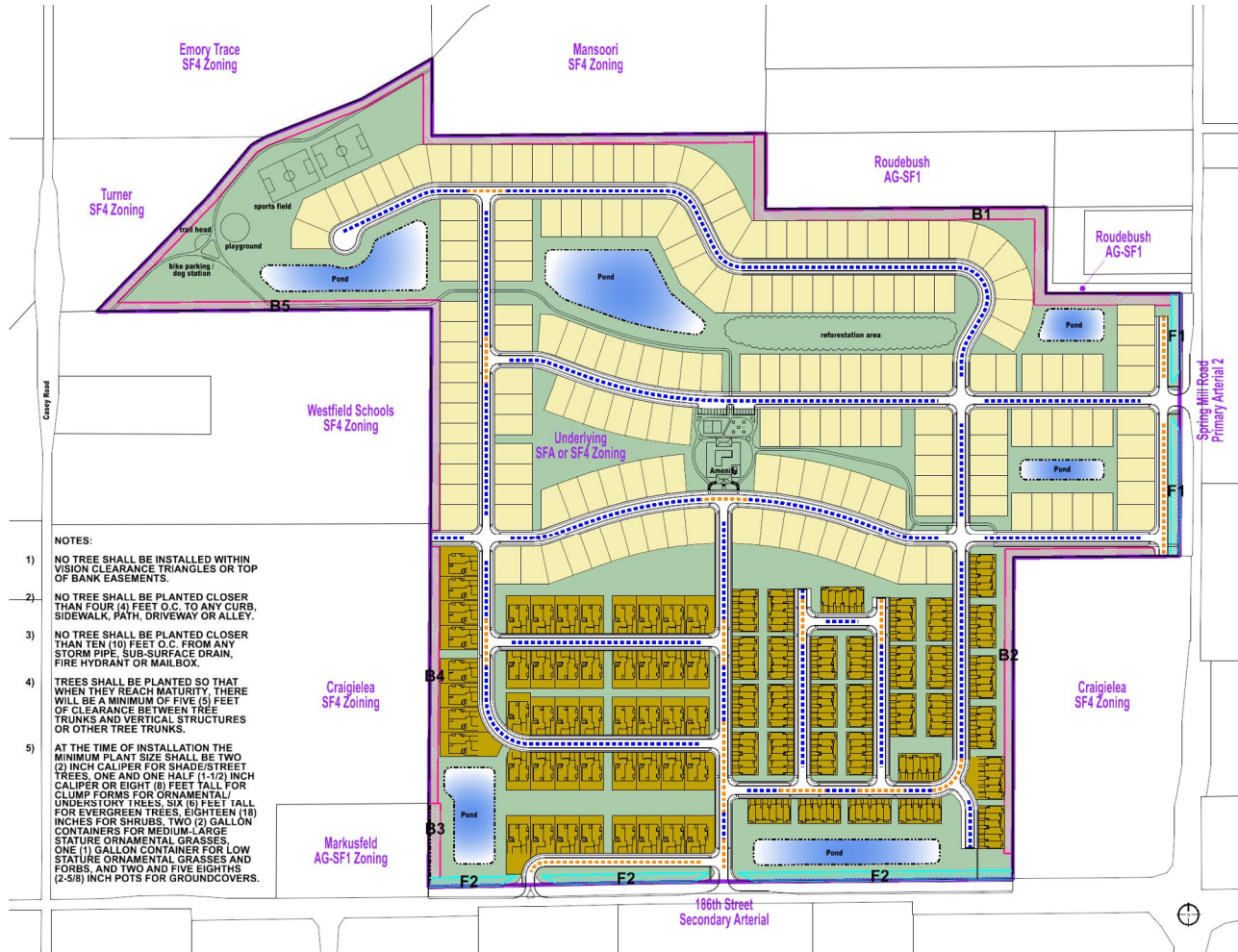




# EXHIBIT G

## Buffer & Common Area Plan

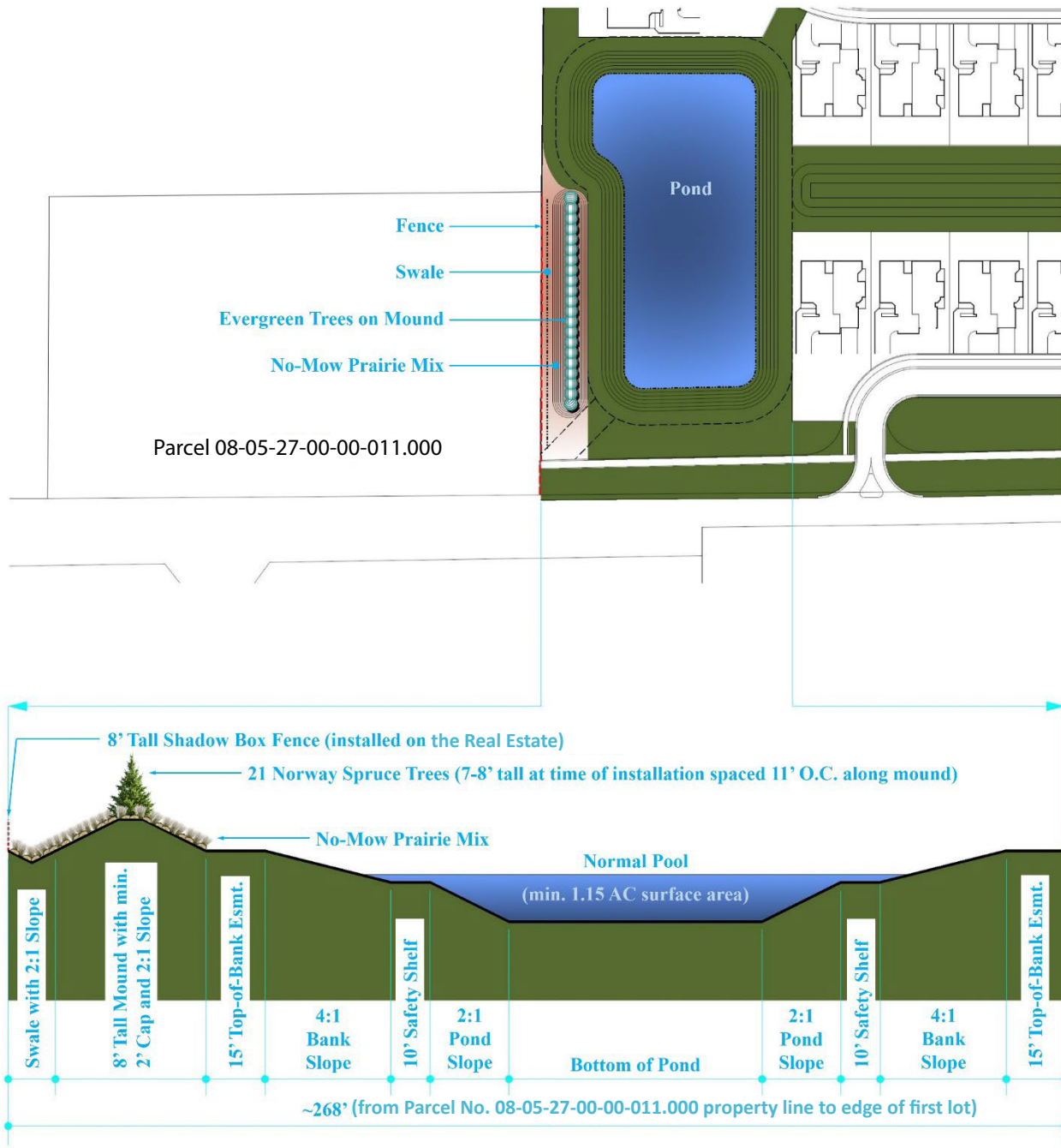
(Page 1 of 3)



### LANDSCAPING REQUIREMENTS AND STRATEGY FOR OVERALL P.U.D.

| AREA      | TYPE / LOCATION                              | ZONING OF ADJACENT PARCEL | MEASUREMENT         | LANDSCAPING REQUIREMENTS PER U.D.O. AND/OR LANCASTER P.U.D.                                                                                                                                                                                                                                                                                                                 | PROPOSED STRATEGY                                 |
|-----------|----------------------------------------------|---------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>F1</b> | EXTERNAL STREET FRONTAGE (SPRING MILL ROAD)  | PRIMARY ARTERIAL 2        | ~700 LINEAL FEET    | NONE, PROVIDED THAT DWELLINGS FACE OR SIDE THE EXTERNAL STREET.                                                                                                                                                                                                                                                                                                             | FACE OR SIDE DWELLINGS ALONG THE EXTERNAL STREET. |
| <b>F2</b> | EXTERNAL STREET FRONTAGE (186TH STREET)      | SECONDARY ARTERIAL        | ~1,614 LINEAL FEET  | NONE, PROVIDED THAT DWELLINGS FACE OR SIDE THE EXTERNAL STREET.                                                                                                                                                                                                                                                                                                             | FACE OR SIDE DWELLINGS ALONG THE EXTERNAL STREET. |
| <b>B1</b> | PERIMETER BUFFER                             | AG-SF1                    | ~1,993 LINEAL FEET  | ROUGHLY NINE HUNDRED FOOT PORTION DESCRIBED IN RECORDED AGREEMENT #2007047807 (SIX FOOT EVERGREEN TREES PLANTED TEN FEET ON CENTER ALONG AN EIGHT FOOT TALL MOUND WITH 3:1 SIDE SLOPES) WHILE THE REMAINDER OF AREA TO INCLUDE A TYPE-B BUFFER MINUS MOUND (40 YARD WITH 4 SHADE TREES + 4 EVERGREEN TREES + 10 SHRUBS PER 100 LINEAL FEET) OR SIX FOOT TALL PRIVACY FENCE. | COMPLY WITH AGREEMENT AND/OR U.D.O. AND/OR P.U.D. |
| <b>B2</b> | PERIMETER BUFFER                             | SF4                       | ~1,585 LINEAL FEET  | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
| <b>B3</b> | PERIMETER BUFFER                             | AG-SF1                    | ~256 LINEAL FEET    | PER EXHIBIT-G (PAGE 2 OF 3) OF P.U.D.                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH P.U.D. (SEE EXHIBIT-G PAGE 2 OF 3)    |
| <b>B4</b> | PERIMETER BUFFER                             | SF4                       | ~888 LINEAL FEET    | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
| <b>B5</b> | PERIMETER BUFFER                             | SF4                       | ~4,7803 LINEAL FEET | NONE.                                                                                                                                                                                                                                                                                                                                                                       | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (OPEN SPACE/COMMONS)                     | N/A                       |                     | 10 SHADE/ORNAMENTAL/EVERGREEN TREES PER ACRE OF OPEN SPACE                                                                                                                                                                                                                                                                                                                  | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY UNDER 8,000SF)            | N/A                       | 192 TOWNHOMES       | 1 SHADE TREES + 4 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                                          | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY UNDER 8,000SF)            | N/A                       | 96 VILLAS           | 1 SHADE TREES + 1 ORNAMENTAL TREE + 8 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                      | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | LOT (SINGLE FAMILY OVER 8,000SF)             | N/A                       | 190 DETACHED HOMES  | 2 SHADE TREES + 2 ORNAMENTAL TREES + 8 SHRUBS PER UNIT.                                                                                                                                                                                                                                                                                                                     | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | STREET PLANTING STRIP (BOTH SIDES OF STREET) | N/A                       | ~12,468 LINEAL FEET | 2 STREET TREES (ONE PER SIDE) PER 50 LINEAL FEET (WITH VARIABLE SPACING 20-60' O.C.)                                                                                                                                                                                                                                                                                        | COMPLY WITH U.D.O. AND/OR P.U.D.                  |
|           | STREET PLANTING STRIP (ONE SIDE OF STREET)   | N/A                       | ~3,293 LINEAL FEET  | 1 STREET TREE (ONE SIDE ONLY) PER 50 LINEAL FEET (WITH VARIABLE SPACING 20-60' O.C.)                                                                                                                                                                                                                                                                                        | COMPLY WITH U.D.O. AND/OR P.U.D.                  |

**EXHIBIT G**  
**Buffer Area B3 Details**  
 (Page 2 of 3)



\*Requirement for the fence may be amended if mutually agreed upon by the owner of Parcel No. 08-05-27-00-00-011.000 and the Developer prior to the submittal of the Secondary Plat for the section of Real Estate including the fence. Any mutually agreed upon amendment between the owner of Parcel No. 08-05-27-00-00-011.000 and the Developer shall be submitted to the Director in writing.

**EXHIBIT I**  
**Reforestation Area Details**  
(Page 1 of 1)



**Low Stature Prairie Mix**

**Grasses**

| PLS<br>oz/acre |                                           |
|----------------|-------------------------------------------|
| 32             | Bouteloua curtipendula (Side-Oats Grama)  |
| 3              | Carex brevior (Plains Oval Sedge)         |
| 1              | Carex muhlenbergii (Sand-Bracted Sedge)   |
| 32             | Elymus canadensis (Canada Wild Rye)       |
| 4              | Elymus virginicus (Virginia Wild Rye)     |
| 48             | Schizachyrium scoparium (Little Bluestem) |
| 8              | Sporobolus heterolepis (Prairie Dropseed) |
| 128            |                                           |

**Forbs**

| PLS<br>oz/acre |                                                |
|----------------|------------------------------------------------|
| 1              | Allium cernuum (Nodding Wild Onion)            |
| 2              | Asclepias syriaca (Common Milkweed)            |
| 1              | Asclepias tuberosa (Butterfly Weed)            |
| 1              | Baptisia alba (White False Indigo)             |
| 1.5            | Coreopsis lanceolata (Lance-Leaf Coreopsis)    |
| 2              | Coreopsis palmata (Plains Coreopsis)           |
| 2              | Dalea purpureum (Purple Prairie Clover)        |
| 1              | Drymocallis arguta (Prairie Cinquefoil)        |
| 4              | Echinacea purpurea (Purple Coneflower)         |
| 1.5            | Eryngium yuccifolium (Rattlesnake Master)      |
| 2              | Helianthus mollis (Downy Sunflower)            |
| 2              | Helianthus occidentalis (Western Sunflower)    |
| 2              | Lespedeza capitata (Round-Headed Bush Clover)  |
| 0.5            | Liatris aspera (Rough Blazing Star)            |
| 1.5            | Liatris spicata (Dense Blazing Star)           |
| 0.5            | Monarda fistulosa (Bergamot)                   |
| 1              | Oligoneuron riddellii (Riddell's Goldenrod)    |
| 1.5            | Oligoneuron rigidum (Stiff Goldenrod)          |
| 4              | Parthenium integrifolium (Wild Quinine)        |
| 2              | Penstemon digitalis (Foxglove Beardtongue)     |
| 1              | Penstemon hirsutus (Hairy Beardtongue)         |
| 0.5            | Pycnanthemum virginianum (Mountain Mint)       |
| 3              | Ratibida pinnata (Yellow Coneflower)           |
| 2              | Rudbeckia hirta (Black-Eyed Susan)             |
| 1              | Solidago nemoralis (Gray Goldenrod)            |
| 1              | Solidago speciosa (Showy Goldenrod)            |
| 0.5            | Symphyotrichum ericoides (Heath Aster)         |
| 2              | Symphyotrichum laeve (Smooth Aster)            |
| 1              | Symphyotrichum oolentangiense (Sky Blue Aster) |
| 1.5            | Tradescantia ohiensis (Ohio Spiderwort)        |
| 0.5            | Veronicastrum virginicum (Culver's Root)       |
| 48             |                                                |

**Commercial Turf. Minimum fifteen feet mow strip between reforestation area and lots.**

**72 Ornamental Trees. Roughly equal quantities of Flowering Dogwood, Eastern Redbud, and Serviceberry planted fifteen feet on-center. Size of trees at installation shall be five-seven gallon container stock.**

**Low Stature Prairie Mix (approximately 2.25 acres). Seed mix as specified by Spence Restoration Nursery (2220 East Fuson Road, Muncie, Indiana 47302) or equivalent in addition to a cover crop of Re-cleaned Oats (at a rate of 32-64 pounds per acre). Area shall be cut to a height of six-eight inches once each March.**

**17 Swamp White Oak Trees. Size of each tree at installation shall be two inch caliper.**

**48 Oak Tree Mix. Roughly equal quantities of Black Oak, Bur Oak, and Shingle Oak planted thirty feet on-center. Size of each tree at installation shall be five-ten gallon container stock.**



**GRAND  
JUNC—  
—TION  
PLAZA**

GRAND JUNCTION PLAZA





# MATT SKELTON

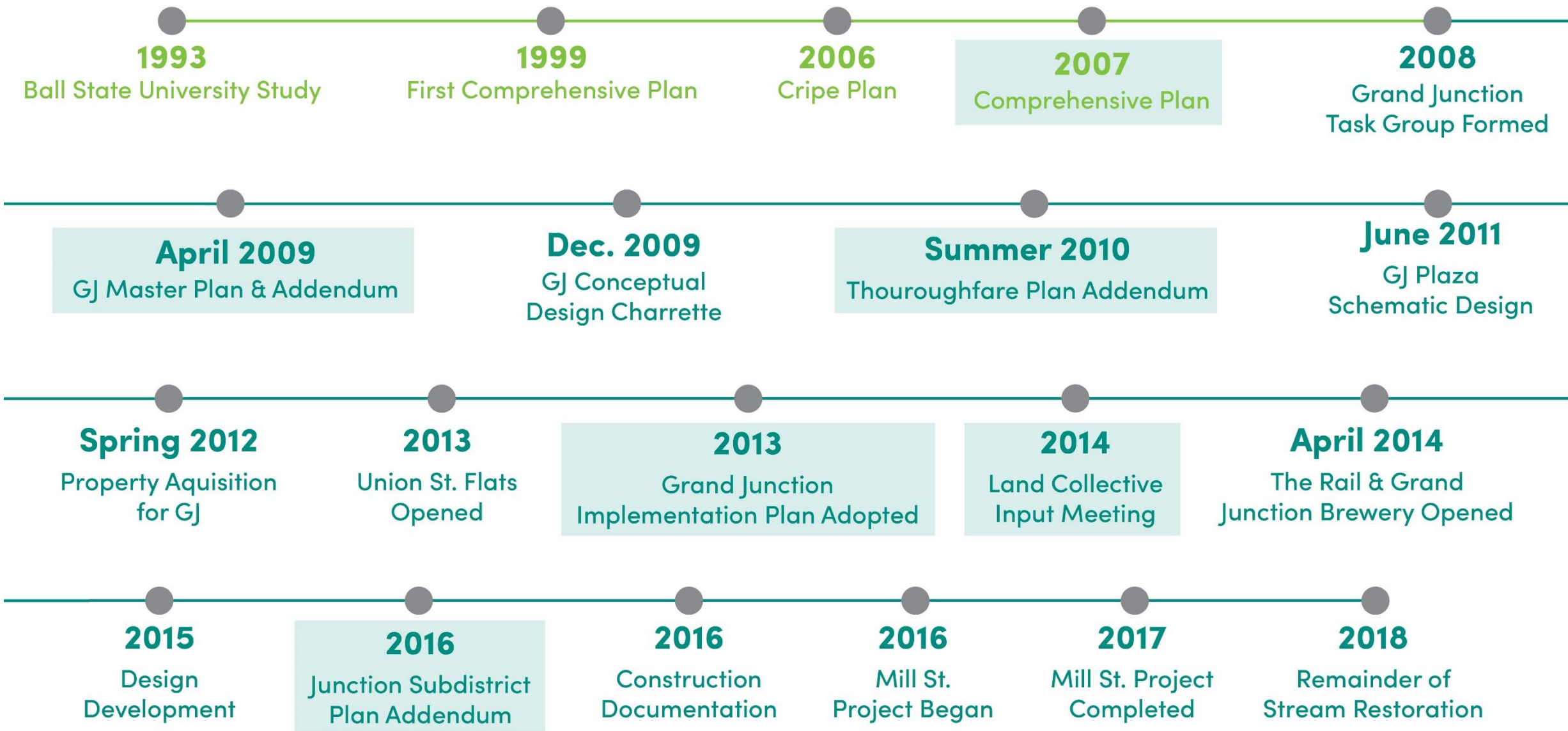
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Director of  
Community Development



INPUT + OPENNESS





# HISTORICAL TIMELINE





## EXECUTIVE SUMMARY

This Grand Junction Implementation Plan 2013 (the "Implementation Plan") is an addendum to the Westfield-Washington Township Comprehensive Plan. The Implementation Plan: (1) provides a summary of past planning activities related to what is now known as The Grand Junction, Westfield's historic downtown area; (2) organizes and clarifies the various objectives identified in these planning exercises; (3) identifies the geographic area of the Grand Junction District; and (4) sets forth and prioritizes specific action items or projects necessary to accomplish the Grand Junction vision.

After reviewing and analyzing the twelve +/- planning documents (authored from 1993 to present) related to the Grand Junction and the meeting summaries from the Implementation Plan Charrettes, fifty-two (52) distinct planning objectives were identified. The Implementation Plan process included prioritizing these planning objectives. The top ten of the fifty-two objectives are set forth below (not in any particular order). This list comes forward as a recommended work strategy for 2013.

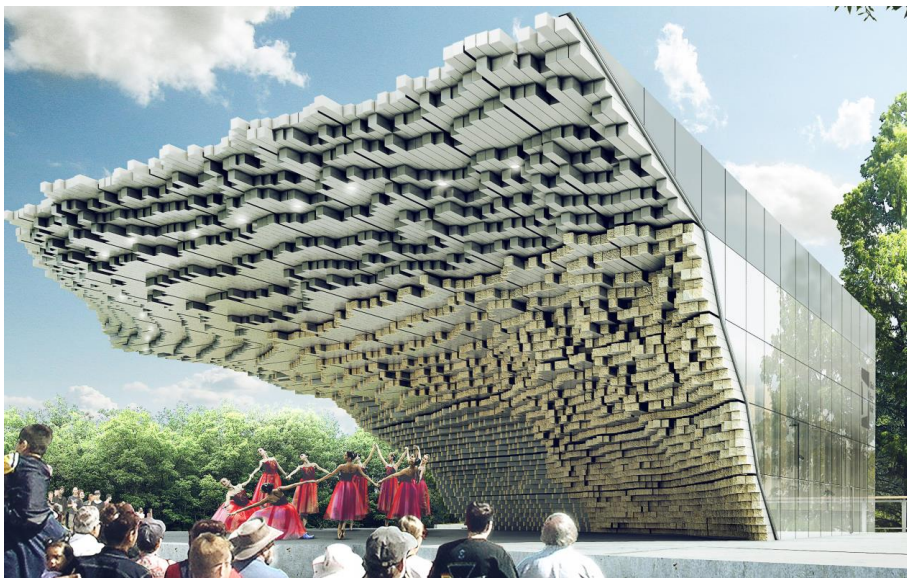
1. **BRANDING.** Create a brand for the Grand Junction area.
2. **GATEWAY SUB-DISTRICT STANDARDS.** Develop zoning standards (and possibly other standards) for the Gateway Sub-district of Grand Junction (the area immediately surrounding the interchange to be constructed at State Highway 32 and U.S. Highway 31).
3. **JUNCTION SUB-DISTRICT STANDARDS.** Develop zoning standards (and possibly other standards) for the Junction Sub-district of Grand Junction (the area constituting the Westfield downtown mixed-use urban core).
4. **TRANSIT.** Develop a transit circulation plan to accommodate movement of residents, employees and visitors among destinations in the Westfield community (e.g., Grand Park and Grand Junction), which may ultimately connect to a larger transit system between the Westfield community and Indianapolis.
5. **REGIONAL DETENTION.** Develop the Grand Junction regional detention facilities designed to enhance the amount of useable land in Grand Junction as publicly accessible amenities and greenways.
6. **STREETSCAPE.** Develop plans for and install streetscape amenities within Grand Junction (e.g., benches, trash cans, planters, hanging baskets, bike racks and ornamental street lights).
7. **THE PLAZA.** Develop and construct the public park facility that has come to be known as Grand Junction Plaza.
8. **HOUSEHOLD ATTRACTION.** Develop plans to attract as many households within walking distance of Grand Junction as possible, as soon as possible. This plan would likely involve taking an inventory of developable property within Grand Junction and crafting policies to encourage or at least accommodate the building of new households in this area.
9. **LAND ASSEMBLY.** Develop strategies and policies to assemble land for development or redevelopment within the Grand Junction District. The development community has identified the uncertainties and expenses associated with land assembly as the biggest obstacles to development/redevelopment within Grand Junction.
10. **PARKING.** Develop strategies and policies to ensure adequate parking within the Grand Junction area. This plan would likely involve taking an inventory of parking spaces within Grand Junction and developing policies for providing or enhancing parking facilities in this area.

The Implementation Plan recommends that this planning process be revisited every year toward the end of the year: (1) to measure progress toward accomplishing the top ten planning objectives included in the plan; (2) to determine if some items have been completed so that others may be added to the list; (3) to determine whether the items that have not been completed are still top priorities; and (4) to aid in work planning for the following year which should assist in annual budgeting processes.

**7. THE PLAZA.** Develop and construct the public park facility that has come to be known as Grand Junction Plaza.







# THE PLAZA





# JEREMY LOLLAR

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Director of Public Works

# SUMMER 2019

## Plaza construction begins



## PROJECT TIMELINE



# SUMMER 2021

## Plaza Complete



### PROJECT TIMELINE



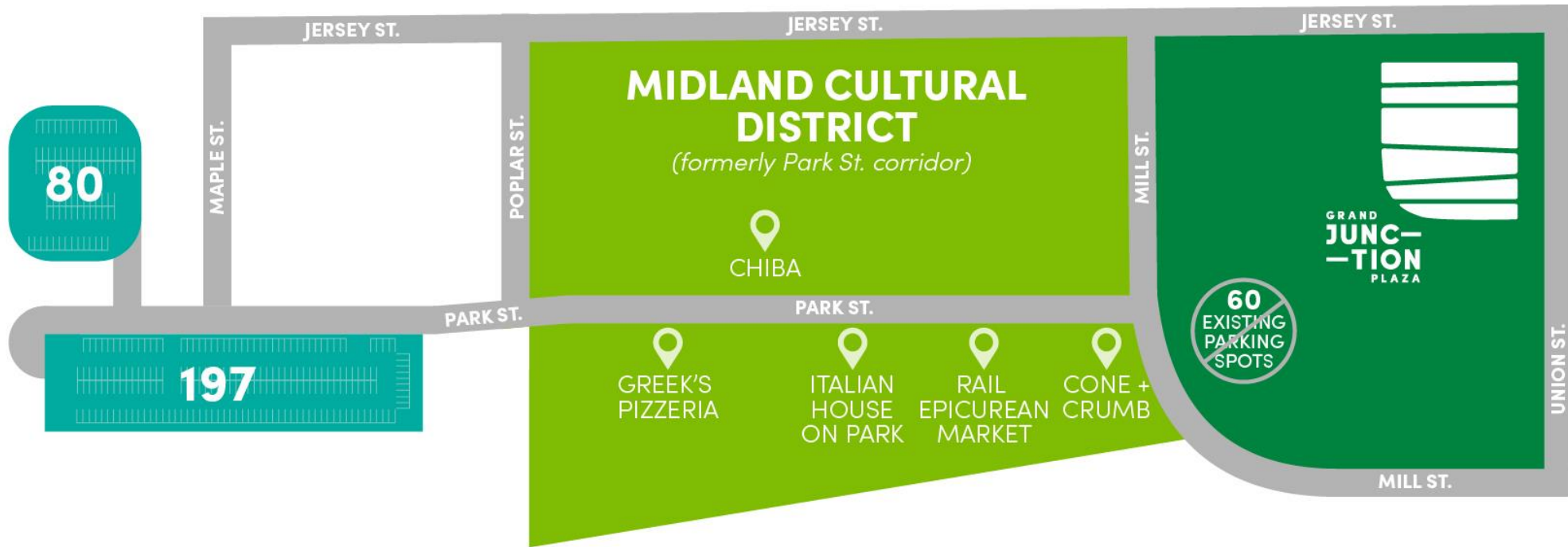


**\$35 Million**  
(includes construction & interest)

| BID CATEGORY                         | DESCRIPTION                                                                                       | AMOUNT                                |
|--------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------|
| Preliminary Engineering              | CD update accounting for stream modification and code changes                                     | \$120,000.00                          |
| Land and R/W Acquisition             | ROW and easement Acquisition                                                                      | \$50,000.00                           |
| Utility Relocation                   | Reimbursable relocation of utilities                                                              | \$200,815.00                          |
| Demolition                           | Remaining removal items on site                                                                   | \$246,945.00                          |
| Mass Grading                         | Earthwork required to grade site per plans Includes Culvert under Jersey Street and Jersey Street | \$865,439.00                          |
| Road Construction                    | Road Construction                                                                                 | \$886,639.00                          |
| East Site Construction               | All hardscape and site/civil features east of the stream                                          | \$3,783,923.00                        |
| West Site Construction               | All hardscape and site/civil features west of the stream                                          | \$7,860,430.00                        |
| Vertical Structures                  | Structural/building features                                                                      | \$9,160,386.00 Total vertical         |
| SW Pavilion                          | Amphitheatre, Stage, and Supporting buildings                                                     | (\$4,207,661.00)                      |
| NW Pavilion                          | Ice Rink Pavilion and Supporting Buildings                                                        | (\$3,345,727.00)                      |
| SE Pavilion                          | Trailhead Pavilion                                                                                | (\$1,606,998.00)                      |
| Landscaping                          | Seeding, sodding, landscaping                                                                     | \$2,645,425.00                        |
| Playground + Equipment               | Surface and equipment at NE quad                                                                  | \$872,975.00                          |
| Contingency                          |                                                                                                   | \$2,159,118.00                        |
| Construction Management              | Construction Administration and Management                                                        | \$2,200,000.00                        |
| Capitalized Interest + Issuance Cost |                                                                                                   | \$4,000,000.00                        |
| <b>TOTAL</b>                         |                                                                                                   | <b>\$35,052,095.00</b> (2018 dollars) |

INVESTMENT





**277**  
NEW  
PARKING  
SPOTS

2016 study projects parking need for area is **208** spaces

Our 3 year parking strategy includes **277** total spaces  
(Working to secure more parking long term)

## PARKING STRATEGY



2016 Parking study  
determines that  
Downtown Westfield  
needs 208 parking  
spaces

121 spaces available in  
2016



PARKING CAPACITY IN 2016





## 2017 Brings additional Parking

- Mill St adds **15** spaces
- Park St modification adds **21** spaces
- **141** spaces added on Park St

**288** space available in 2017



# PARKING CAPACITY IN 2017



## 2019 Parking Changes

- Mill St. temporary parking goes away
- Red Man Parking is expand- 23 spaces added
- Park St Lots expanded- 136 spaces added

**389** spaces available  
downtown



# PARKING CAPACITY IN 2019







**50/50**  
Partnership  
with the State

STATE ROAD 32





# JOHN ROGERS

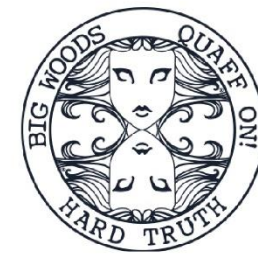
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Director of Enterprise Development

# TAMMY HAVARD

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Financial Strategist



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY



NorthRidge  
Construction & Estate Management, LLC



SPRINGHILL SUITES®  
BY MARRIOTT



# \$500+ Million

City-wide economic growth  
(constructed/in construction/projected)

## ECONOMIC DEVELOPMENT







# GRAND JUNCTION + ECONOMIC DEVELOPMENT



**\$35 Million**  
**(includes construction & interest)**

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**NO TAX INCREASES**

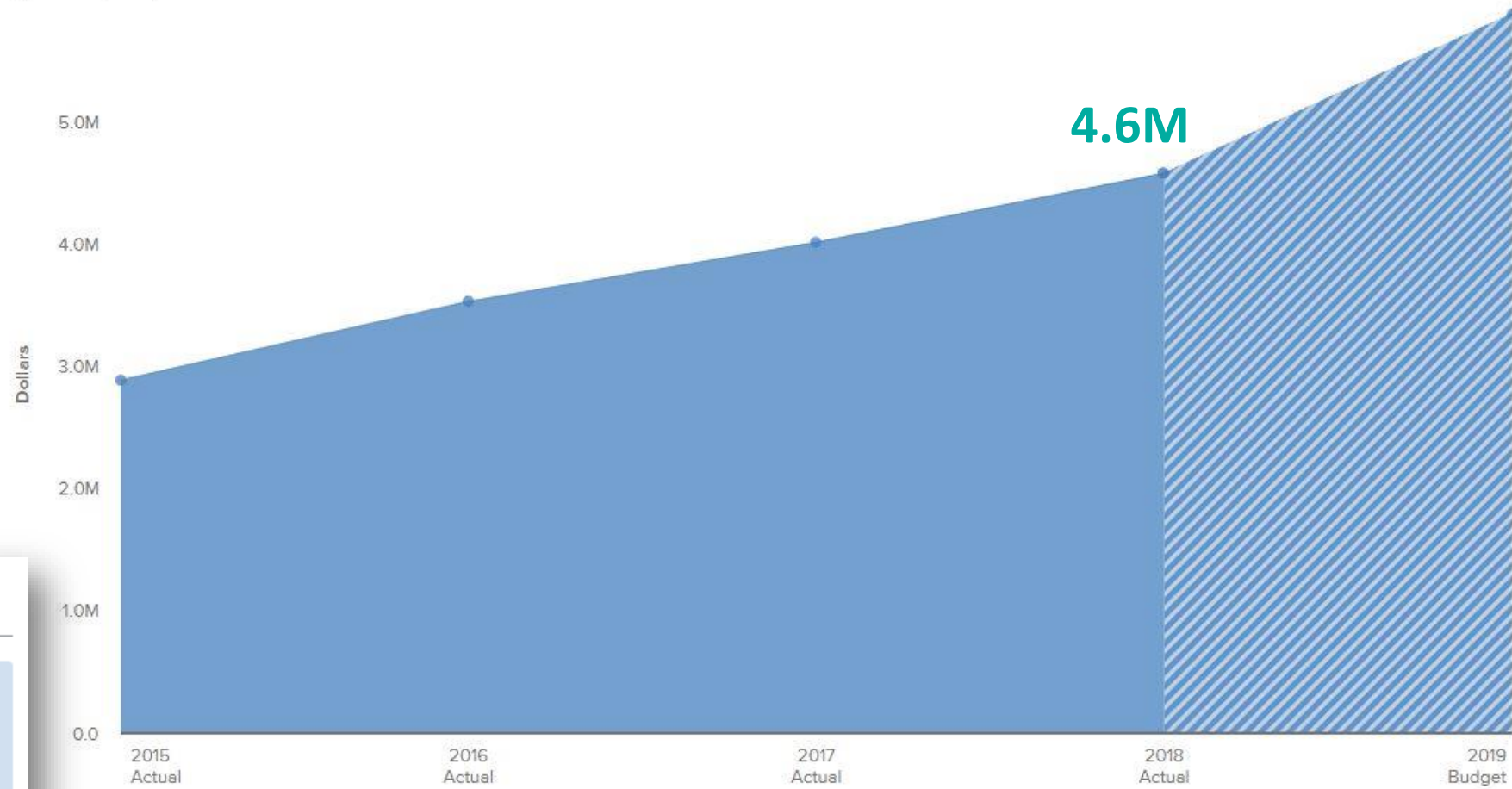
INVESTMENT





TIF property taxes support capital projects and can't be used for operations. Debt service for GJ is expected to be paid from TIF revenue growth. Property taxes and other revenues support ops. The ops for GJ are expected to be paid from General Fund.

Updated On **8 Mar, 2019**



Sort **Large to Small** ▾

● Property Tax

Grand Junction Plaza

Annual Financial Report

Monthly Report

Monthly Cash Balance

Property Tax Rate per Taxing Entity

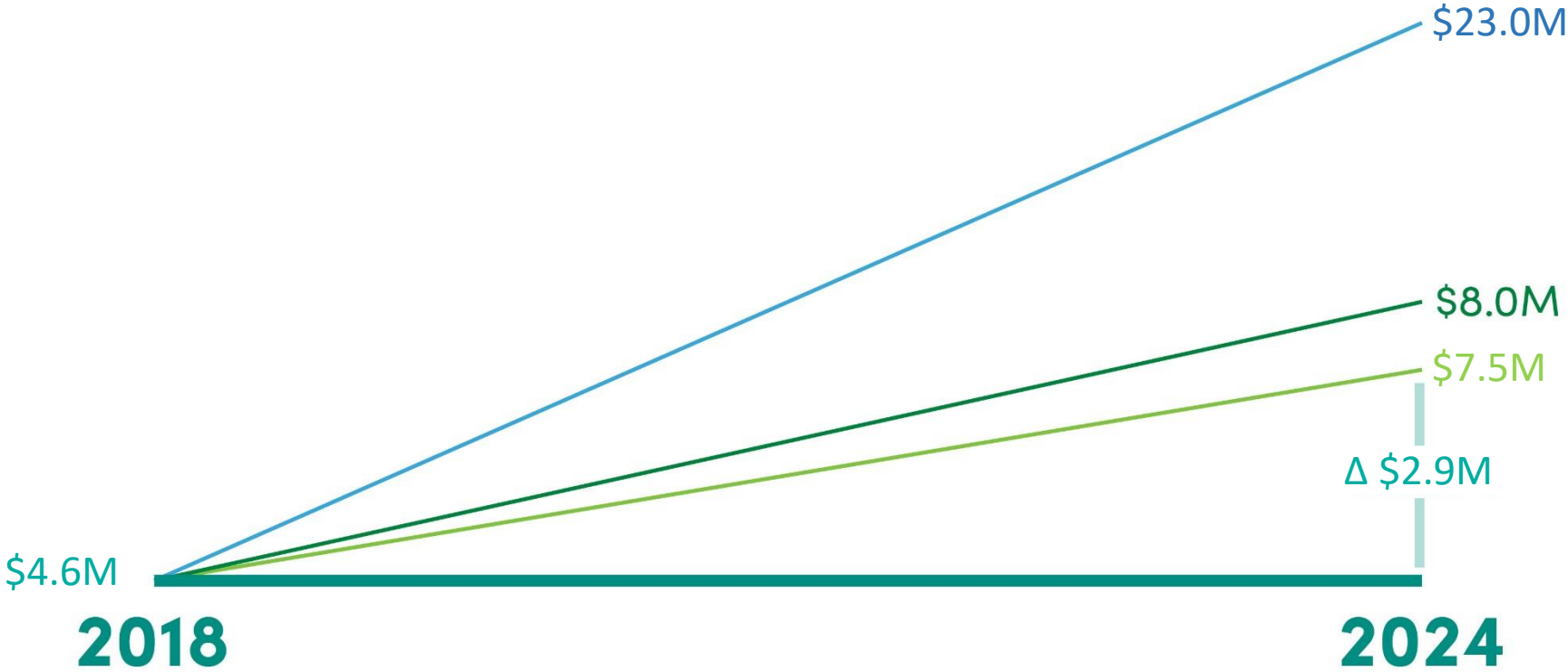
Property Tax Rates by City

**Filters** **Views**

How much have revenues grown in the TIFs? Grand Junction, Eastside, Eagletown, Mainstreet



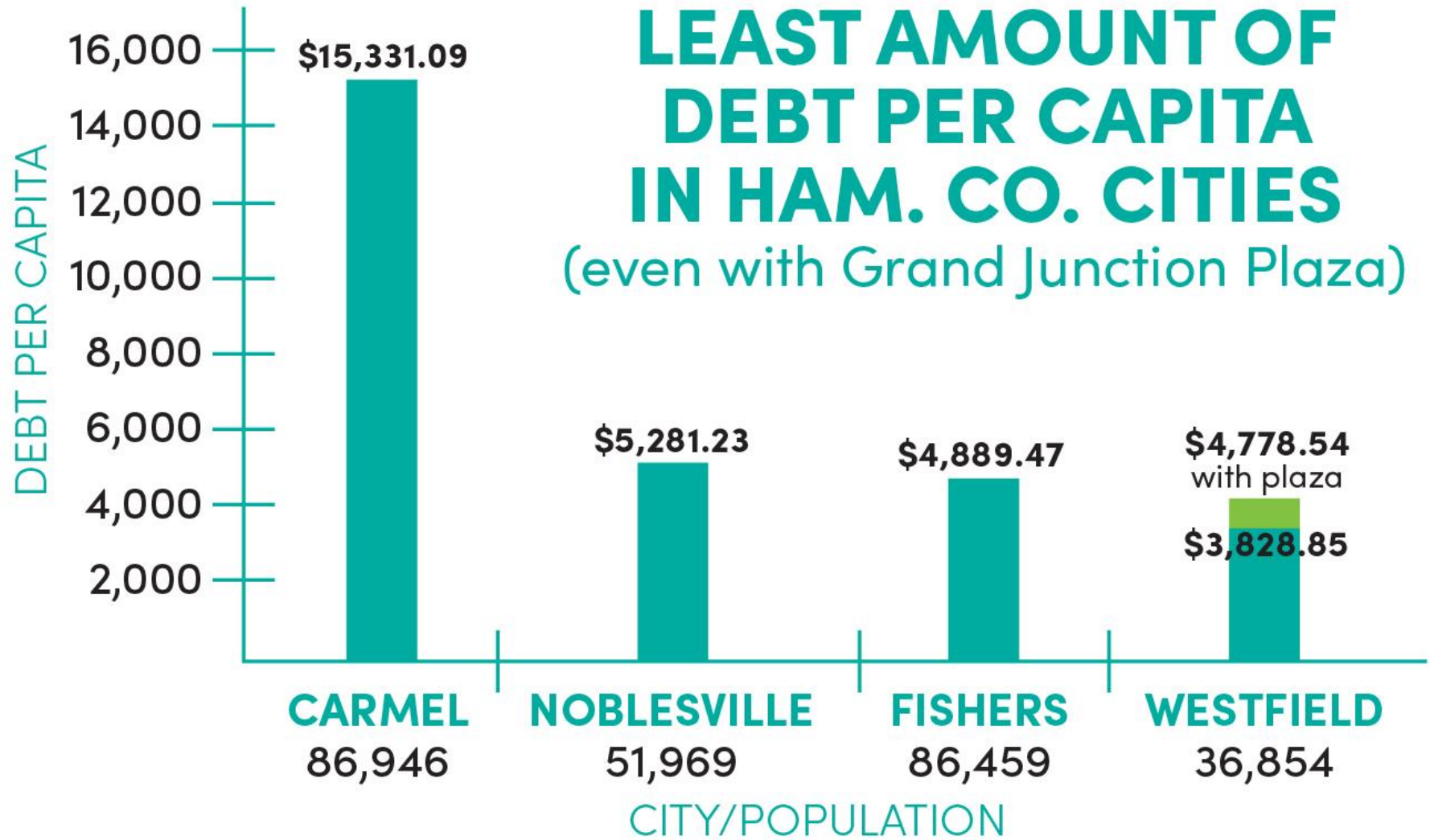
GRAND JUNCTION PLAZA ANNUAL  
DEBT SERVICE \$2.4M



@ Current  
Year-Over-Year

10% Year-Over-Year  
Growth

Current  
Projection



\*Source: Census

# ANDY COOK

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Mayor, City of Westfield