

Westfield City Council Members

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



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_02_27_2023

Monday, February 27, 2023 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, February 27, 2023 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: Mike Linville with Eagle Creek Friends Church

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes February 13, 2023](#)

Claims:

Documents: [Docket for February 27, 2023](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Presentation: Black History Month/Underground Railroad-Judy Shuck

Presentation: SR 32 Update-Johnathon Nail

Presentation: Streetscape Update-Jeremy Lollar

Council's Approval of the Mayor's Appointments to the Preservation Commission

Old Business:

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

Resolution 23-103: Approving Certain Real Property Improvement Within the City of Westfield for Tax Abatement (Stellhorn Northpoint LLC Shell Building)

Council Introduction: February 13, 2023

Adoption Consideration: February 27, 2023

Documents: [Resolution 23-103](#)

Ordinance 23-01: Appropriating Infrastructure Improvement Funds for Spend in 2023

Council Introduction: February 13, 2023

Public Hearing: February 27, 2023

Adoption Consideration: February 27, 2023

Documents: [Ordinance 23-01](#)

New Business:

Resolution 23-104: Accepting Settlement and Authorizing Execution of Participation and Settlement Agreements Concerning the National Opioid Litigation

Adoption Consideration: February 27, 2023

Documents: [Resolution 23-104](#) | [Settlement Agreement-Meijer](#) | [Settlement Participation Agreement](#)

Guests:

Residents who wish to address the Council.

Clerk Treasurer Comments

City Council Comments

Mayor Comments

Adjourn

RESOLUTION 23-104

A RESOLUTION OF THE CITY OF WESTFIELD COMMON COUNCIL ACCEPTING SETTLEMENT AND AUTHORIZING EXECUTION OF PARTICIPATION AND SETTLEMENT AGREEMENTS CONCERNING THE NATIONAL OPIOID LITIGATION

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

WHEREAS, the City has previously elected to participate as a Plaintiff in lawsuits concerning harms brought about by the opioid epidemic (“Litigation”);

WHEREAS, Meijer, Inc, and related entities, have decided to settle the Litigation (“Settlement”), as more particularly described in the Settlement Agreement, which is attached and incorporated here as **Exhibit A**, and the Settlement Participation Agreement, which is attached and incorporated here as **Exhibit B**;

WHEREAS, the City will receive settlement funds as a result of the Settlement; and

WHEREAS, the Council wishes to participate in the Settlement, as recommended by the national consortium of law firms representing the City in the Litigation;

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

- Section 1.** The foregoing Recitals, including the referenced attachments, are fully incorporated here by reference.
- Section 2.** The Council accepts the terms of the Settlement, as described in **Exhibits A and B**, referenced above and authorizes all appropriate steps to be undertaken to execute the relevant documents consummating the City’s participation in the Settlement.
- Section 4.** This Resolution shall be in full force and effect upon passage.

PASSED THIS ____ DAY OF FEBRUARY 2023 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

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

ATTEST:

Cindy Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 23-104 was delivered to the Mayor of Westfield
on the _____ day of _____, 2023, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 23-104. I hereby VETO RESOLUTION 23-104.
this _____ day of _____, 2023. this _____ day of _____, 2023.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document was prepared by Manny Herceg, Taft Stettinius & Hollister LLP. I have taken all reasonable care to redact each social security number in this document if any. /s/ Manny Herceg

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Meijer Settlement Agreement”) is entered by and between Plaintiffs (as identified in Exhibit A to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs’ Counsel (“BTS”))¹ and Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership (collectively “Meijer”). Plaintiffs and Meijer are referred to as the “Parties.”

I. RECITALS

WHEREAS, Plaintiffs have filed lawsuits against Meijer and other parties as identified in Exhibit A to the BTS (the “Actions” and each an “Action”), raising Claims (defined below) and/or allegations concerning, related to, based upon, or in connection with the Alleged Harms (defined below) or Covered Conduct (defined below);

WHEREAS, Meijer (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiffs in the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Meijer arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by Plaintiffs related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the Actions relating to Meijer are false and materially inaccurate; (iii) denies that Plaintiffs or any resident thereof was harmed by any conduct of Meijer; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Meijer would be able to successfully defend against Plaintiffs’ claims and allegations at trial, that the facts do not support the allegations, that Meijer engaged in no misconduct or unlawful activity, and that Meijer caused no harm to Plaintiffs or any resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential Claims or defenses, the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of litigation, and (b) fully and finally resolve, settle, release and discharge any and all Claims Plaintiffs brought or could have brought against Meijer in the Actions and all Claims related in any way to the Alleged Harms or Covered Conduct;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

¹ As used herein, “Plaintiff” refers to each Plaintiff that participates in this Agreement and that signs a Meijer Settlement Participation Agreement (Exhibit 1, hereto), and “Plaintiffs” refer to all such Plaintiffs.

WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than any required court approval(s) associated with this Agreement and the enforcement of this Agreement;

WHEREAS, the Parties acknowledge, agree to, and understand the terms set forth herein;

WHEREAS, Plaintiffs have determined the terms of this Agreement are fair, reasonable and adequate and in the public interest; and

WHEREAS, the Parties engaged in arm's-length negotiations between counsel in good faith, intending to be legally bound.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. Recitals Incorporated. The foregoing Recitals are incorporated herein and constitute express terms of this Agreement.

2. Definitions.

- a. "Alleged Harms" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products (defined below), and/or alleged physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, other related diseases and disorders, and death, that allegedly have been caused by Meijer, non-exclusive examples of which are described in the reports and opinions submitted in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio), including without limitation, those submitted by G. Caleb Alexander; David Cutler; Jonathan Gruber; David Herzberg; Katherine M. Keyes, Ph.D.; Anna Lembke, M.D.; Jeffrey Liebman; Thomas McGuire; Ted Miller; Harvey Rosen; and Nancy Young.
- b. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or

administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- c. “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to: (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; (b) orders, prescriptions, formularies, guidelines, payments or rebates for any Product; (c) policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and/or sales thereof, relating to, any Product; (d) any system, plan, policy or advocacy relating to any Product, including, but not limited to, any promotion, marketing, programs, or campaigns relating to any Product; (e) the characteristics, properties, risks, or benefits of any Product; (f) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions; (g) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (h) controls against diversion, corresponding responsibility, and/or suspicious order monitoring.
- d. “Effective Date” means, for each Plaintiff, the later of (i) the date Plaintiff signs the Meijer Settlement Participation Agreement, (ii) the date Plaintiff signs this Agreement, and (iii) the date Meijer signs this Agreement.
- e. “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any

finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, dihydrocodeine, fentanyl, hydrocodone, hydromorphone, levorphanol, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, alprazolam, chlordiazepoxide, clobazam, clorazepate, diazepam, estazolam, lorazepam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance.

- f. “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by Releasers (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted, now or in the future, in those actions or in any comparable action or proceeding brought by Plaintiffs or Releasers. The Parties intend that “Released Claims” be interpreted broadly.
- g. “Released Entities” means Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership and: (1) all of their past and present direct or indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (including without limitation Meijer Companies, Ltd., Meijer Group, Inc., MSP Holdings, LLC, SP Operations LLC, Town Total Holdings, Inc., Town Total Health, LLC and RX Biotech Pharmacy LLC); (2) the past and present direct or indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns of any of the foregoing; and (3) the foregoing entities’ respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, representatives and attorneys (for actions that occurred during and related to their work for, or employment with, Meijer).
- h. “Releasers” means and includes each Plaintiff and its departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over

which such Plaintiff exercises governing, fiscal or budgetary authority or control, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing. Each Plaintiff also shall sign and deliver to Meijer the Meijer Settlement Participation Agreement (Exhibit 1, hereto) providing for a release to the fullest extent of such Plaintiff's authority.

3. Settlement Amount. Subject to Paragraph 6 of the BTS, within thirty (30) days after the Effective Date, Meijer shall pay to counsel for each Plaintiff the "Net Settlement Amount" and "Attorney's Fees Amount"² applicable to such Plaintiff, as set forth in Exhibit A to the BTS. The Parties agree that, subject to all of the terms, conditions, recitals, and provisions of this Agreement, the Settlement Amount (including the Attorney's Fee Amount and Common Benefit Fund Holdback) is a reasonable compromise of the matters in dispute.³

4. Nature of Payment. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

- a. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
- b. (i) Plaintiffs sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms; and (ii) the Settlement Amounts are less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by Plaintiffs and Releasors;
- c. The payment of the Settlement Amounts by Meijer constitutes restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Meijer in order to restore, in whole or in part, Plaintiffs and the Releasors to the same position or condition that they would be in had they not suffered the Alleged Harms, and constitutes

² Pursuant to the Ongoing Common Benefit Order, Case No. 1:17-cv-02804-DAP (N.D. Ohio), Dkt. No. 4428 (May 9, 2022), Meijer will hold back 7.5% of the Settlement Amount for each Plaintiff entering into this Agreement ("Common Benefit Fund Holdback") and will cause the held back funds to be paid into the Court's Common Benefit Fund. The parties agree that any holdback from the Settlement Amounts set forth in Exhibit A for purposes of compliance with the Court's common benefit orders is not a breach of any obligation under this Agreement.

³ "Settlement Amount" is the amount allocated to Plaintiff in the Settlement Amount column in Exhibit A to the BTS and includes Attorney's Fees and the Common Benefit Fund Holdback.

restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law; and

- d. For the avoidance of doubt: (a) no portion of the Net Settlement Amounts represents reimbursement to Plaintiffs or any Releasor for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (b) no portion of the Settlement Amounts represents the disgorgement of any allegedly ill-gotten gains, and (c) no portion of the Settlement Amounts is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

5. Release.

- a. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Plaintiffs (for themselves and the Releasors) hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim and any Alleged Harms within Plaintiffs' territorial boundaries, and extend to the full extent of the power of Plaintiffs to release claims. This Agreement shall be a complete bar to any Released Claim.
- b. *Sole Payment.* It is the intent of the Parties that:
 - i. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - ii. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - iii. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
- c. *General Release.* In connection with the releases provided for in this Agreement, each Plaintiff (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other

jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims and/or Alleged Harms, but each Plaintiff hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect each Plaintiff's decision to enter into this Agreement.

- d. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement gives rise to under applicable law.
- e. *Representation and Warranty.* Each Plaintiff expressly represents and warrants that it has authority to settle and release all Released Claims of Releasors.
- f. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.
- g. Plaintiffs represent that, as of the Effective Date, and other than the Actions, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Released Party.
- h. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity, and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

6. Dismissal with Prejudice. Within seven (7) business days of Meijer's payment of the Net Settlement Amount, each Plaintiff will dismiss its respective Action as to Meijer with

prejudice. To the extent necessary or useful, Meijer will join Plaintiffs' submissions to effectuate the dismissals with prejudice of the Actions.

7. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own costs (including but not limited to legal fees and expenses) incurred in connection with this Agreement and in prosecuting or defending the Actions. The dismissal with prejudice referred to in Paragraph 6 above shall state that each Party is to bear its own costs, fees and expenses, including attorney fees.

8. No Further Payments. Other than as set forth in Paragraph 3 above, Meijer shall have no obligation to make any further or additional payments in connection with this Agreement or the matters addressed herein.

9. No Admission. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Meijer and all Releasors. Meijer is entering into this Agreement solely for the purposes of settlement, to resolve each Action and all Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Meijer denies the allegations in the Actions and denies any civil or other liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Meijer of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product.

10. Public Disclosure. After the Execution Date, this Settlement Agreement will be subject to public disclosure pursuant to public records laws, open meetings laws, and/or other laws or regulations that require disclosure to the public of information about Plaintiffs ("Public Disclosure Laws"). Nothing herein shall prevent any Party from disclosing the terms of this Settlement Agreement prior to the Execution Date (a) as required by law, or (b) to its actual or prospective attorneys, accountants, auditors, insurers, lenders, acquirers, investors, shareholders, or financial advisors.

11. Statements to the Press; No Solicitation of Publicity. No Party or attorney, agent or representative acting and communicating on behalf of any Party may make public statements that contradict provisions in this Settlement Agreement, including without limitation Paragraph 17 (Non-Admissibility). It is agreed that the Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

12. Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever,

other than the right of each Released Entity to use and enforce this Agreement as if it were a party hereto.

13. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. This Agreement shall not be construed or used as a waiver of any jurisdictional defense Meijer may raise in any other proceeding, or as a waiver or limitation of any defense otherwise available to Meijer in any other action. This Agreement shall not be construed or used as a waiver of Meijer's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Agreement. No waiver of any breach, waiver of any failure of any condition, or waiver of any right or remedy contained in or granted by this Agreement shall be effective unless in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other prior, subsequent, or contemporaneous breach, failure, right, or remedy, whether or not similar; nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. Entire Agreement; Integration. This Agreement and the BTS constitute the entire understanding and agreement of the Parties with respect to the matters addressed herein. This Agreement and the BTS supersede any prior agreements or understandings, whether written or oral, between or among the Parties. No representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than those contained herein and in the BTS. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. No reliance was placed upon any representation other than those contained in this Agreement and the BTS.

15. Construction. None of the Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

16. No Prevailing Party. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement.

17. Non-Admissibility. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this

Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Released Entities; (iii) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (iv) to support a claim for contribution and/or indemnification; or (v) to support any other argument or defense by a Released Entity that the Settlement Amounts (including the Attorney's Fees Amounts and Common Benefit Fund Holdbacks) provide a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

18. Amendment; Modification. This Agreement shall not be varied, modified or amended in any respect, except by a subsequent written agreement executed by all Parties through their authorized representatives.

19. Authority to Enter Agreement and Ownership of Released Claims. Each Party specifically represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Agreement on behalf of a Party specifically represents and warrants that they have full authority to enter into this Agreement on behalf of such Party. Each Plaintiff for itself and its related Releasors specifically represent and warrant that they have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the public interest, and that they have satisfied all conditions and taken all actions required by law in order to validly enter into this Agreement. Each Plaintiff for itself and its related Releasors further represent and warrant that (a) they are the owner and holder of the Released Claims; (b) they have not sold, assigned, conveyed, pledged, encumbered, or otherwise in any way transferred the Released Claims, or any portion thereof or rights related thereto, to any third party nor have they granted or shall they grant any license or other right that would conflict with the rights and obligations set forth herein; and (c) through this Agreement they have the power and authority to bind all persons and entities with an interest in the Released Claims.

20. Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by mediation before David R. Cohen (or another mediator if agreed by the Parties). If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration before David R. Cohen (or another single arbitrator if agreed by the Parties) under the AAA Commercial Rules and Mediation Procedures.

21. Notices. All notices under this Agreement shall be provided in writing to the following via email and overnight delivery through a recognized national courier:

If to Plaintiffs:

_____	_____
_____	_____
_____	_____
_____	_____

If to Meijer:

Joseph M. Vanek, jvanek@sperling-law.com
Greg Shinall, shinall@sperling-law.com
Sperling & Slater, P.C.
55 West Monroe Street, Suite 3200
Chicago, Illinois 60603

With a copy to:

Cynthia Rogowski, Cynthia.Rogowski@meijer.com
Meijer, Inc.
2929 Walker Avenue NW
Grand Rapids, Michigan 49544

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Paragraph.

22. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[signatures on page(s) to follow]

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

Meijer, Inc.

Signed: _____

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Distribution, Inc.

Signed: _____

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Stores Limited Partnership

Signed: _____

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Great Lakes Limited Partnership

Signed: _____

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Settlement Agreement – Plaintiff Signature Page

Plaintiff: _____
(Identity of Governmental Entity)

Signed: _____

By: _____

Its: _____

Date: _____

EXHIBIT 1 to Meijer Settlement Agreement
Meijer Settlement Participation Agreement

Governmental Entity:

State:

Authorized Official:

Address 1:

Address 2:

City, State, Zip:

Phone:

Email:

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Meijer Settlement Agreement (Exhibit B to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs’ Counsel), and acting through the undersigned authorized official, hereby elects to participate in the Meijer Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Meijer Settlement Agreement, understands all terms in the Meijer Settlement Agreement, and agrees that by the Meijer Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Meijer Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Meijer Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Meijer Settlement Agreement, hereby becomes a Releasor for all purposes in the Meijer Settlement Agreement, including but not limited to all provisions of Section 5 of the Meijer Settlement Agreement (Release), and along with all

¹ Capitalized terms shall have the same meaning as in the Meijer Settlement Agreement.

departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Meijer Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Meijer Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Meijer Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Meijer Settlement Agreement in any respect, the Meijer Settlement Agreement controls.

IN WITNESS WHEREOF, this Meijer Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: _____

By: _____

Its: _____

Date: _____

Westfield City Council February 13, 2023

The Westfield City Council held a meeting on February 13, 2023 at Westfield City Hall. Present were Mike Johns, Scott Frei, Scott Willis, Jake Gilbert, and Joe Edwards. Troy Patton attended virtually. Kim Strang, Anne Poindexter and Manny Herceg were also in attendance.

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

Changes to Agenda

The Q4 and Year-End Report will be heard prior to the 2023 RDC Budget Presentation.

Approval of Minutes:

Scott Willis made the motion to approve the January 23, 2023 minutes as presented. Joe Edwards seconded. Vote: Yes-6; No-0. Motion carries.

Claims:

Joe Edwards made the motion to approve the claims. Jake Gilbert seconded. Vote: Yes-6 ; No-0. Motion carries.

Miscellaneous Business/Special Presentation

Presentation: Oversight Committee Meeting Review/Jake Gilbert and Marla Ailor

Jake Gilbert stated that all boards and commissions of the city were being reviewed to ensure that the policies and procedures were being followed, term limits were recorded and up to date, and the records of such meetings were being kept. Mr. Gilbert stated they were looking into the Oath of Offices forms being completed and submitted to the Clerk's office for record retention and that they were currently working with legal to make sure all members were covered through a Surety Bond.

Marla Ailor announced that she had created a form which can be found on the city website (under resident drop down) where citizens may choose up to 3 boards/commissions where they might want to serve. The forms will be retained in the Clerk's office for review when a board opening becomes available.

Mr. Gilbert stated that the Preservation Commission has 5 appointees to be chosen by the Mayor.

Mayor Cook appointed the following: Diana Peyton, Kevin Mueller, Randy Zentz, Melody Jones, and Teresa Skelton.

There are also 3 appointments needed yet on the Fire Merit Board.

Mr. Gilbert thanked Marla Ailor, Kevin Todd, and others involved in getting this information collected.

Presentation: Q4 and Year-End Report/Linda Naas and Bob Beaudry

Bob Beaudry said he would be summarizing the basic items covered each month of the quarter.

October- The commission covered the Aptiv Battery Training Grant, had a presentation on the overlapping taxing units, ratification of GP user agreements, and 2023 budget approval (not including legal expenses).

November- GP user agreements were ratified, 2023 RDC meeting dates approved, and the Aptiv training grant was approved. Jeremy Lollar stated that Council wishes for the RDC to assume responsibility for legal fees generated in course of conducting commission business, including legal fees generated by and attributed to the RFP process at Grand Park.

Mr. Beaudry expressed concerns on the commission never being advised or approving the initiation of the RFP process, who authorized the approval, and if fees were being paid out of the correct EDA/ TIF areas. (Stating that you can't pay services out of one EDA to cover services in another one). Mr. Beaudry stated he would like to see Council approve an RDC operating budget reflected in council's general fund budget. He urged council to exercise oversight over the RDC due to concerns about using the "core 4" as a vehicle to finance all RDC expenditures.

December- User agreements were ratified; and a recap of Colts Training Camp. Mr. Beaudry stated that they had received an updated budget that varied from the budget approved in October. This budget included legal fees that were added in for the 2023 RDC budget and what EDA's they would be pulled from. This was never voted on by the commission. Mr. Beaudry asked John Rogers if the claims on the docket would be paid out of TIF funds, to which Mr. Rogers responded affirmatively. Further discussion continued.

Mike Johns clarified that the RDC budget that was presented and approved in October did not include any legal expenses.

Linda Naas stated the budget that they approved in October had an increase in TIF services funds in each TIF districts from \$68,500 to \$157,500 per year. The explanation they received was that it would be going towards new big projects coming to the city. The budget for repayment of the \$6M to the city for Grand Park, was budgeted to several different TIF districts. Mrs. Naas stated the commission has seen a changed budget but they have not approved it yet. Mrs. Naas stated there are required yearly reports, with the next report due on June 15th that shows the annual reporting process to determine what amount if any of assessed values should be passed through to underlying taxing units. Council has the approval authority of the RDC commission's determination or modify the amount of the excess assessed value to be passed through. Mrs. Naas asked council to review the report and to look if the expenses being paid are coming out of the correct TIF's (examples given).

Mike Johns asked if the RDC currently has a strategic plan for each TIF area. Mrs. Naas stated that the commission never talks about plans or votes on them, stating that she feels Indiana Code isn't always being followed. Mayor Cook asked legal counsel if the RDC was doing things 100% legally, to which Mr. Herceg replied, yes.

Presentation: Joe Plankis on RDC 2023 Budget

Joe Plankis stated that the document that he gave to council last Friday in regards to the budget, shows the cash balance for the 2023 budget, this is the actual beginning balance for the year. There is now a line item for legal fees associated with the RDC. Jeremy Lollar and Manny Herceg reviewed the 2022 actual costs to help determine what costs can be anticipated in 2023. This includes a maximum of \$100,000 going to RFP's for Grand Park, repayment of the \$6M (coming out of 4 different TIFS). The tax increment revenue that is anticipated for 2023 was based on a 7.9% reduction in the city tax rate and the increased assessed value within each individual TIF district.

Troy Patton asked Mr. Plankis if the budget has changed and if the commission has voted on it. Mr. Plankis stated the budget he had sent out to council on Friday is the revised budget including legal fees which was not in the approved budget in October. The RDC will need to vote on the revised budget at the next RDC meeting.

Mr. Patton also voiced his concerns on the legal fees being paid out of several different TIF's and according to SBOA this is not something that should be done. Mr. Patton encouraged legal counsel to work with the SBOA to get them to approve or to say what we are doing is accurate.

Mr. Gilbert asked if the RDC had been given the line by line breakdown of the legal fees, and what TIF's there were being paid from. City attorney, Manny Herceg, responded by telling Councilor Gilbert that the "serves and benefits test" is a legal distinction for which SBOA could not interpret as it "would be a power they don't have." Mr. Gilbert stated he thought it would be a good idea to give this information to the commission to review, because clearly, they feel uninformed.

Mike John expressed concern that they had currently seen 3 different budgets, the one approved in October, one in January, and the current one received on Friday. Each time the budget revenue projections are lower than the previous one. Mr. Plankis said they were recalculated based on a new tax rate, which wasn't received until a couple of weeks ago along with the assessed value from the county.

Joe Plankis stated that the RDC has a five-year plan that shows where all the bond money gets paid from, and what expenses are. The RDC needs to decide what dollar figure is a safe amount to have in reserve.

Jake Gilbert asked Mr. Plankis what the maximum amount that he mentioned would be spent on the RFPs for Grand Park. Mr. Plankis replied in working with Mr. Herceg and Mr. Lollar that a \$100,000 was budgeted as the maximum amount for the RFPs in 2023.

Scott Frei questioned where the additional expenses would come from. Mr. Plankis replied "it will be a gift, if they go over that is their problem". Mr. Frei confirmed with counsel they are capping their billable hours related to the RFPs at \$100,000.

Presentation: 2022 Year-End Budget Discussion

Jeremy Lollar gave an overview of the 2022 year-end budget vs actual. Overall Mr. Lollar stated that in looking at all departments we came in 17.8% under budget and have \$8.4 M in reserve. Mike John expressed his concerns over the Economic Development budget and suggested that moving forward, it might be increased to achieve what the city wants to see happen.

Old Business:

Ordinance 22-37: Authorizing the City of Westfield to Become a Member of the Central Indiana Regional Development Authority

Council Introduction: August 22, 2022

Adoption Consideration: September 12, 2022 (Voted to continue to future mtg.)

Adoption Consideration: February 13, 2023

Jeremy Lollar presented stating joining CIRDA would allow the city to pursue Federal and State dollars for projects that would make regional economic improvements. The state of Indiana has ready grant money available (\$300M). Joining CIRDA is the only way the city can pursue any of these dollars. There is no cost to join currently but there are five-year commitments that the city would be committing to. There was discussion among council, mayor and legal.

Jake Gilbert made the motion to approve Ordinance 22-37 as presented. Joe Edwards seconded. Vote: Yes-6; No-0. Motion carries. Mayor thanked council for approving.

Resolution 22-114: Adopting a Preliminary Strategic Economic Development Plan for Central Indiana Regional Development Authority

Council Introduction: August 22, 2022

Adoption Consideration: September 12, 2022 (continued)

Adoption Consideration: February 13, 2023

Mike Johns stated that this is the associated Resolution related to the above Ordinance, adopting the preliminary economic development plan.

Joe Edwards made a motion to adopt Resolution 22-114 as presented. Scott Willis seconded. Vote: Yes-6; No-0. Motion carries.

Resolution 23-100: Approving Certain Amendments to the Grand Junction Economic Development Area and Allocation Area

Council Introduction: January 23, 2023

Adoption Consideration: February 13, 2023

Jeremy Lollar presented stating that this Resolution and the following one are basically cleaning up TIF areas and removing residential parcels from the economic development area. This Resolution is approving the order that allows the parcels to be removed. After the Declaratory Resolution was passed, we elected to have some of the parcels although residential currently, they are prime for commercial use in the future and were added back into the TIF area. The Confirmatory Resolution will be amended to show this.

Scott Willis made a motion to approve Resolution 23-100 as presented. Troy Patton seconded. Vote: Yes-6; No-0. Motion carries.

Resolution 23-101: Approving Certain Amendments to the Eastside Economic Development Area and the Allocation Area

Council Introduction: January 23, 2023

Adoption Consideration: February 13, 2023

Jeremy Lollar stated that this is the same process, same timeline of the above Resolution. There are parcels also removed but some now have been elected to put back in the TIF area.

Scott Frei made a motion to approve Resolution 23-101 as presented. Joe Edwards seconded. Vote: Yes-6; No-0. Motion carries.

Ordinance 22-19: Woods, Robinson, Briggs PUD Amendment II

Council Introduction: June 13, 2022

APC Public Hearing: July 5, 2022

APC Recommendation: February 6, 2023

Adoption Consideration: February 13, 2023

Weston Rogers presented stating 4.5 acres is being added to the existing PUD, modifying the general regulations of district one, modifying the proposed Park Trailhead District standards, and replacing the district map, concept plan and character exhibits with revised versions.

Mike Johns asked about the Community Park, would the developer complete the park? Kevin Todd assured Mr. Johns that yes, the developer would complete the park. There is a provision written into this PUD Ordinance that there is a timing mechanism that requires the installation of the park (district 2). The park must be applied for within a year of the first permit of the residential area being issued and another year beyond that for construction. Building permits will be withheld if the two-year time frame is not met.

Scott Willis made the motion to approve Ordinance 22-19 as presented. Joe Edwards seconded. Vote: Yes-6; No-0. Motion carries.

Interlocal Agreement with INDOT and the City of Westfield (SR 32 and Mule Barn Rd.)

Council Introduction: January 9, 2023

Adoption Consideration: February 13, 2023

Johnathon Nail presented stated that the city had planned to widen Mule Barn Road and INDOT sees the need for safety improvements at the intersection of SR 32 and Mule Barn. INDOT has agreed to give the city up to \$1.5M for the construction of the intersection as part of this project. During construction, for liability reasons, the intersection will be owned by the city and given back once the intersection is complete.

Joe Edwards made the motion to approve the Interlocal Agreement as presented. Jake Gilbert seconded. Vote: Yes-6; No-0. Motion carries.

New Business

Resolution 23-103: Approving Certain Real Property Improvement Within the City of Westfield for Tax Abatement (Stellhorn Northpoint LLC Shell Buildings)

Kai Chuck presented stating that an Economic Revitalization Area was established in October 2019. The property being discussed is located within the established Northpoint Commerce Park. The developer (Stellhorn Northpoint LLC) desires to improve the property through the construction of three shell office/industrial buildings. This would be a ten-year abatement starting at 100% for the first year, decreasing by 10% each year following.

Lot 1 consists of 2 acres, the building will total 16,000 sq. ft, with \$2.9M in investments (6 new jobs average pay is \$28/hour). The 10-year abatement value is \$290,000.

Lot 2 consists of 2.3 acres, the building size would be 32,000 sq. ft., with about \$6M in investments (4 new jobs, average pay is \$27/hour, retaining 8 jobs at \$44/hour). The 10 -year abatement value is \$605,000.

Lot 4 consists of 5 acres, the building will total 54,000 sq. ft., with 7.8M in investments (12 new jobs, average pay is \$28/hour). The 10-year estimated abatement value is \$789,000.

Andy Freiburger spoke saying along with his brother Jr. they own Stellhorn Northpoint LLC, which own 30 acres in Northpoint and JRF Construction. Mr. Freiburger stated they are working with an AG Company, currently located in Westfield to move into building 1. The corporate office for JRF construction would occupy part of building 2 and building 3 would be a shell building for a large corporation looking for space with limited time to occupy a space. The tax abatement would greatly help in attracting these kinds of businesses. Stellhorn would be obligated to assure potential companies meet the details per the abatement.

Ordinance 23-01: Appropriating Infrastructure Improvement Funds for Spend in 2023

Council Introduction: February 13, 2023

Public Hearing: February 27, 2023

Adoption Consideration: February 27, 2023

Jeremy Lollar stated that at the last council meeting he was granted the authority to pursue the purchase of property located at 2510 East 171st St. The city did purchase the property for below the appraised value. The purchase is suggested to come out of the Infrastructure Improvement Fund which is the monies repaid from the RDC (loan from the city). The fund had \$543,000 of proceed utility sale dollars prior to the repayment. It is being suggested that all of the money be appropriated from the Infrastructure fund, which is \$3,543,617.00. \$710,000 would be appropriated for the land purchase & additional closing cost, the remaining \$2,833,617. would be appropriated for the SR 32 and Street Scape project.

Guests: None

Clerk Treasurer Comments: Marla Ailor stated that one of the struggles of the Clerk's office is paying the November RDC claims that were approved but at the time had no legal lines. There was no place to attribute the dollars to, but there was also a discrepancy on the claims, so therefore we could not certify them because the total was incorrect. These claims came in November, approved in December, and reapproved in January. Previously twelve thousand dollars came out of admin legal for fees associated with RFP's. The question remains do you want these additional claims coming out of admin legal as well or taken out of a legal line in the RDC budget? Reminder that the RDC budget approved in October does not have legal lines. Mrs. Ailor wanted council to understand why the claims have not been paid, and asked for guidance moving forward. Manny Herceg agreed to wait for payment until the RDC approved their budget with legal lines at their next meeting.

Mayor Cook stated that it is difficult when you have various emails going back in forth regarding claims and payment of claims. He is asking that the Clerk's office, Jeremy, and legal counsel meet once a month to discuss such matters.

City Council Comments:

Troy Patton- Asked for the 5-year plan for the RDC that Joe Plankis referenced to be made public or sharable on the city website.

For the Finance Committee meeting in April Mr. Patton asked that the property/commercial tax abatements and the roll-off dates for the abatements be presented and reviewed.

Mike Johns- APC update/Asked council for clarification if they would look into the UDO and the requirement on the usage of brick and stone for the façade. A developer is asking to make the requirement 25% brick or stone because others have done it in the past. As a representative of the council on the APC, Mr. Johns is asking council if they feel with the continued growth of the city, that we should be strengthening our UDO's making them a little stricter and improving the

quality of the buildings we approve. Moving forward Mr. Johns will tell a developer that is asking for standards to be lowered, that council is in general agreement to raise the standards and improve the UDO's to maintain the growth and overall qualities of the city.

Mayor Comments:

Without any further business, the meeting adjourned at 8:57 PM

Clerk-Treasurer

President

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.

February 27, 2023

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 15 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 27 day of February, 2023

_____	_____	_____
_____	_____	_____
_____	_____	_____

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: 02/08/23..02/22/23

2/22/2023 9:20 AM

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WESTFIELD\KGAGNON

Buy-From Vendor No.		Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
101	General									
Administration										
VEN005845	Kinetrex Energy	APP101208	2/10/2023	101001328	ADM-HEAT/GAS	Admin	247.88	74519	2/14/2023	
VEN002336	Citizens Westfield	APP101213	2/10/2023	101001342	ADM-WATER/SEWER	Admin	191.48	74488	2/14/2023	
VEN000589	Duke Energy	APP101279	2/14/2023	101001341	ADM-ELECTRICITY	Electric	588.60	74568	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101001111	ADM-SALARY	sal	10,596.98	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101001120	ADM-FICA /MEDICARE	fica	619.62	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101001120	ADM-FICA /MEDICARE	med	145.00	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101001121	ADM-PERF	perf	1,504.77	500000865	2/14/2023	
VEN008029	Liberty Mutual Insurance	APP101370	2/17/2023	101001339	ADM-INSURANCE	Inst 3	205.68	74571	2/17/2023	
VEN001469	O W Krohn and Associates	APP101513	2/22/2023	101001331	ADM-CONSULTING	Jan services Wheeler	4,080.00			
VEN000485	Current Publishing	APP101515	2/22/2023	101001349	ADM-SERVICES	Resurfacing Project	71.37			
VEN001881	Taft Stettinius and Hollister	APP101516	2/22/2023	101001330	ADM-ATTORNEY/CONSULT	Dec non retainer	9,236.86			
VEN000695	Financial Solutions Group	APP101517	2/22/2023	101001331	ADM-CONSULTING	General Assist	9,650.00			
VEN005661	Barnes and Thornburg LLP	APP101518	2/22/2023	101001331	ADM-CONSULTING	State Lobbying Jan	5,000.00			
VEN005574	Bose McKinney and Evans LLP	APP101519	2/22/2023	101001331	ADM-CONSULTING	Strategic Comm	3,500.00			
VEN001881	Taft Stettinius and Hollister	APP101521	2/22/2023	101001330	ADM-ATTORNEY/CONSULT	Jan retainer	20,000.00			
VEN001881	Taft Stettinius and Hollister	APP101522	2/22/2023	101001330	ADM-ATTORNEY/CONSULT	Jan non retainer	26,886.50			
Subtotal for Administration							92,524.74			
Police										
VEN005845	Kinetrex Energy	APP101208	2/10/2023	101002328	POLICE-HEAT/GAS	PSB	885.34	74519	2/14/2023	
VEN000589	Duke Energy	APP101279	2/14/2023	101002341	POLICE-ELECTRICITY	Electric	3,173.30	74568	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101002111	POLICE-SALARY	sal	241,853.69	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101002120	POLICE-FICA/MEDICARE	fica	14,369.37	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101002120	POLICE-FICA/MEDICARE	med	3,360.50	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101002121	POLICE-PERF	perf	38,483.08	500000865	2/14/2023	
VEN000942	Imagery LLC	APP101292	2/14/2023	101002229	POLICE-UNIFORMS	Polo Shirts	90.21			
VEN000410	City Of Westfield	APP101293	2/14/2023	101002334	POLICE-TRAVEL/TRAINING/	Training Facility	9,385.00			
VEN010627	T-Mobile USA	APP101294	2/14/2023	101002349	POLICE-SERVICES	Timing Advance for Investigati	25.00			
VEN000747	Galls	APP101295	2/14/2023	101002229	POLICE-UNIFORMS	Streetguard Gloves	92.48			
VEN001856	Sun Badge Co	APP101296	2/14/2023	101002229	POLICE-UNIFORMS	Uniform Badges	326.00			
VEN002123	Westfield-Washington Schools	APP101309	2/14/2023	101002223	POLICE-OFFICE SUPPLIES	Paper	76.80			
VEN008029	Liberty Mutual Insurance	APP101370	2/17/2023	101002339	POLICE-INSURANCE	Inst 3	336.06	74571	2/17/2023	
VEN000968	Indiana Fop Legal Defense	APP101409	2/21/2023	101002350	POLICE-SUBSCRIPTIONS/D	FOP Legal Defense Fund	12,090.00			

Purchase Invoice Register

City of Westfield

Report Date Range: 02/08/23..02/22/23

2/22/2023 9:20 AM

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WESTFIELD\KGAGNON

Buy-From Vendor No.		Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
101	General									
Police										
VEN006333	Axon Enterprise Inc	APP101410	2/21/2023	101002349	POLICE-SERVICES	Annual Payment	65,934.00			
VEN006222	SuperFleet Master Card	APP101413	2/21/2023	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	186.01			
VEN000747	Galls	APP101414	2/21/2023	101002229	POLICE-UNIFORMS	New Hire Uniform Items	2,686.10			
VEN000747	Galls	APP101414	2/21/2023	101002472	POLICE-EQUIPMENT	First Defense (OC Spray)	198.76			
VEN010877	Co Alliance Cooperative Inc	APP101500	2/21/2023	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded	12,332.53			
Subtotal for Police							405,884.23			
Economic and Community Development										
VEN001537	Payroll	APP101288	2/14/2023	101003111	ECD-SALARY	sal	40,833.65	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101003120	ECD-FICA/MEDICARE	fica	2,466.34	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101003120	ECD-FICA/MEDICARE	med	576.78	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101003121	ECD-PERF	perf	5,798.37	500000865	2/14/2023	
Subtotal for Economic and Community Development							49,675.14			
Parks										
VEN001537	Payroll	APP101288	2/14/2023	101005111	PARKS-SALARY	sal	10,663.40	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101005120	PARKS-FICA/MEDICARE	fica	632.90	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101005120	PARKS-FICA/MEDICARE	med	148.02	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101005121	PARKS-PERF	perf	1,379.06	500000865	2/14/2023	
VEN010128	Artist Development Company	APP101304	2/14/2023	101005347	PARKS-PROMOTION	Jams at GRJN	2,500.00			
VEN003995	Prestige Performance II Inc	APP101430	2/21/2023	101005347	PARKS-PROMOTION	Gloves	1,450.00			
VEN007120	Stage Tech Inc	APP101431	2/21/2023	101005347	PARKS-PROMOTION	2023 Event Structure	13,250.00			
VEN010504	Indianapolis Ceili Band	APP101525	2/22/2023	101005347	PARKS-PROMOTION	Shamrock Drop Event	650.00			
Subtotal for Parks							30,673.38			
Economic Dev										
VEN001537	Payroll	APP101288	2/14/2023	101006111	ECONOMIC DEV-SALARY	sal	3,642.08	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101006120	ECONOMIC DEV-FICA/MEDI	fica	225.58	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101006120	ECONOMIC DEV-FICA/MEDI	med	52.76	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101006121	ECONOMIC DEV-PERF	perf	517.18	500000865	2/14/2023	
Subtotal for Economic Dev							4,437.60			
Informatics										
VEN001537	Payroll	APP101288	2/14/2023	101007111	IT-SALARY	sal	20,956.34	500000865	2/14/2023	
VEN001537	Payroll	APP101288	2/14/2023	101007120	IT-FICA/MEDICARE	fica	1,224.09	500000865	2/14/2023	

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Fund No. Fund Name									
101	General								
Informatics									
VEN001537	Payroll	APP101288	2/14/2023	101007120	IT-FICA/MEDICARE	med	286.30	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101007121	IT-PERF	perf	2,975.80	500000865	2/14/2023
VEN005146	Konica Minolta Business	APP101468	2/21/2023	101007337	IT-PRINTING	Click charges	650.72		
VEN010377	Center for Internet Security Inc	APP101469	2/21/2023	101007349	IT-SERVICES	MDR advanced CrowdStrike	23,400.00		
VEN010873	Zayo Group LLC	APP101470	2/21/2023	101007349	IT-SERVICES	Feb services	367.00		
VEN010130	ITSavvy LLC	APP101471	2/21/2023	101007451	IT-COMPUTER/EQUIP	HP Notebooks	15,959.40		
VEN010130	ITSavvy LLC	APP101471	2/21/2023	101007451	IT-COMPUTER/EQUIP	Lenovo ThinkCentre	665.21		
VEN010130	ITSavvy LLC	APP101471	2/21/2023	101007451	IT-COMPUTER/EQUIP	Apple iPad	312.29		
VEN010130	ITSavvy LLC	APP101472	2/21/2023	101007334	IT-TRAVEL/TRAINING/SEMIN	Conf Pass	2,827.08		
VEN010130	ITSavvy LLC	APP101473	2/21/2023	101007335	IT-TELEPHONE	NuWave	110.20		
VEN010130	ITSavvy LLC	APP101474	2/21/2023	101007389	IT-SOFTWARE LICENSING	Metalogix Archive Manager for	3,320.15		
VEN000942	Imagery LLC	APP101475	2/21/2023	101007347	IT-PROMOTION	Wearables	216.15		
Subtotal for Informatics							73,270.73		
Clerk Treasurer									
VEN001537	Payroll	APP101288	2/14/2023	101008111	CT-SALARY	sal	20,893.52	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101008120	CT-FICA/MEDICARE	fica	1,226.61	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101008120	CT-FICA/MEDICARE	med	286.88	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101008121	CT-PERF	perf	2,512.16	500000865	2/14/2023
VEN001940	The Times	APP101300	2/14/2023	101008338	CT-LEGAL NOTICES	Notice addl appropriation	30.80		
VEN002123	Westfield-Washington Schools	APP101309	2/14/2023	101008223	CT-OFFICE SUPPLIES	Paper	66.76		
VEN005897	Hamilton County Reporter	APP101313	2/14/2023	101008338	CT-LEGAL NOTICES	Addl Appropriation	24.27		
VEN004297	ADP-Payroll	APP101338	2/15/2023	101008349	CT-SERVICES	W 2s	2,154.95		
VEN001469	O W Krohn and Associates	APP101513	2/22/2023	101008349	CT-SERVICES	Jan services	12,312.50		
Subtotal for Clerk Treasurer							39,508.45		
Mayor									
VEN001537	Payroll	APP101288	2/14/2023	101009111	MAYOR-SALARY	sal	4,758.57	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101009120	MAYOR- FICA/MEDICARE	fica	285.89	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101009120	MAYOR- FICA/MEDICARE	med	66.87	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101009121	MAYOR-PERF	perf	675.72	500000865	2/14/2023
VEN001913	The Bridgewater Club LLC	APP101512	2/22/2023	101009347	MAYOR-PROMOTIONS	Lunch meeting	36.83		
Subtotal for Mayor							5,823.88		

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Fund No.	Fund Name								
101	General								
	City Council								
	VEN008846 Altman Poindexter and Wyatt LLC	APP101366	2/17/2023	101010330	CITY COUNCIL-LEGAL	Jan and Feb services	3,150.00		
	Subtotal for City Council						3,150.00		
	Public Works								
	VEN002336 Citizens Westfield	APP101201	2/10/2023	101013342	PW-WATER/SEWER	PW	280.21	74458	2/10/2023
	VEN009063 Hartford Fire Insurance	APP101202	2/10/2023	101013339	PW-INSURANCE	Flood Ins renewal CSC	2,163.00	74509	2/14/2023
	VEN000589 Duke Energy	APP101203	2/10/2023	101013341	PW-ELECTRIC	PW	59.03	74459	2/10/2023
	VEN005845 Kinetrex Energy	APP101208	2/10/2023	101013328	PW-HEAT/GAS	CSC	1,165.99	74519	2/14/2023
	VEN002336 Citizens Westfield	APP101210	2/10/2023	101013328	PW-HEAT/GAS	PW	40.30	74488	2/14/2023
	VEN002336 Citizens Westfield	APP101212	2/10/2023	101013328	PW-HEAT/GAS	201 Mill St	215.26	74488	2/14/2023
	VEN002336 Citizens Westfield	APP101212	2/10/2023	101013342	PW-WATER/SEWER	201 Mill St	77.67	74488	2/14/2023
	VEN002336 Citizens Westfield	APP101212	2/10/2023	101013342	PW-WATER/SEWER	PW	383.35	74488	2/14/2023
	VEN002336 Citizens Westfield	APP101215	2/10/2023	101013342	PW-WATER/SEWER	GRJN	503.46	74488	2/14/2023
	VEN000589 Duke Energy	APP101219	2/10/2023	101013341	PW-ELECTRIC	PW	117.12	74497	2/14/2023
	VEN000589 Duke Energy	APP101244	2/13/2023	101013341	PW-ELECTRIC	PW	33.85	74497	2/14/2023
	VEN000589 Duke Energy	APP101278	2/14/2023	101013341	PW-ELECTRIC	Electric	3,736.40	74567	2/14/2023
	VEN000589 Duke Energy	APP101278	2/14/2023	101013341	PW-ELECTRIC	Electric	425.02	74567	2/14/2023
	VEN000589 Duke Energy	APP101279	2/14/2023	101013341	PW-ELECTRIC	Electric	887.07	74568	2/14/2023
	VEN000589 Duke Energy	APP101279	2/14/2023	101013341	PW-ELECTRIC	Electric	1,569.66	74568	2/14/2023
	VEN001537 Payroll	APP101288	2/14/2023	101013111	PW-SALARY	sal	55,757.00	500000865	2/14/2023
	VEN001537 Payroll	APP101288	2/14/2023	101013120	PW-FICA/MEDICARE	fica	3,300.61	500000865	2/14/2023
	VEN001537 Payroll	APP101288	2/14/2023	101013120	PW-FICA/MEDICARE	med	771.91	500000865	2/14/2023
	VEN001537 Payroll	APP101288	2/14/2023	101013121	PW-PERF	perf	8,258.81	500000865	2/14/2023
	VEN005709 Service Sanitation Inc	APP101306	2/14/2023	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	164.00		
	VEN005709 Service Sanitation Inc	APP101306	2/14/2023	101013349	PW-CONTRACTUAL SERVIC	3233 W 166th	142.37		
	VEN006898 Supply Warehouse Inc	APP101308	2/14/2023	101013224	PW-OPERATING SUPPLIES	Restroom supplies	294.57		
	VEN002336 Citizens Westfield	APP101333	2/15/2023	101013342	PW-WATER/SEWER	CSC	1,160.05	74570	2/15/2023
	VEN008029 Liberty Mutual Insurance	APP101370	2/17/2023	101013339	PW-INSURANCE	Inst 3	178.21	74571	2/17/2023
	VEN005929 WSP USA Inc	APP101416	2/21/2023	101013433	PW-INFRAST REPAIR	161st and Oak RAB R/W Acq	1,058.00		
	VEN005929 WSP USA Inc	APP101421	2/21/2023	101013433	PW-INFRAST REPAIR	161st and Oak RAB R/W Acq	1,357.00		
	VEN000402 Cintas	APP101478	2/21/2023	101013229	PW-UNIFORMS	Uniforms	75.40		
	VEN001981 Townsend Glass	APP101479	2/21/2023	101013349	PW-CONTRACTUAL SERVIC	CSC	5,600.00		

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Fund No. Fund Name									
101 General									
Public Works									
VEN001940	The Times	APP101482	2/21/2023	101013349	PW-CONTRACTUAL SERVIC	Bids for resurfacing	64.68		
VEN000345	Cave and Company Printing	APP101487	2/21/2023	101013349	PW-CONTRACTUAL SERVIC	Business cards	69.25		
VEN000402	Cintas	APP101494	2/21/2023	101013229	PW-UNIFORMS	Uniforms	75.40		
Subtotal for Public Works							89,984.65		
Communications									
VEN001537	Payroll	APP101288	2/14/2023	101020111	COMM-SALARY	sal	8,152.12	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101020120	COMM-FICA/MEDICARE	fica	494.09	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101020120	COMM-FICA/MEDICARE	med	115.56	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101020121	COMM-PERF	perf	1,157.60	500000865	2/14/2023
Subtotal for Communications							9,919.37		
Customer Service									
VEN001537	Payroll	APP101288	2/14/2023	101021111	CUSTOMER SERV-SALARY	sal	8,256.80	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101021120	CUSTOMER SERV- FICA/ME	fica	496.41	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101021120	CUSTOMER SERV- FICA/ME	med	116.09	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101021121	CUSTOMER SERV- PERF	perf	1,172.47	500000865	2/14/2023
Subtotal for Customer Service							10,041.77		
Human Resources									
VEN001537	Payroll	APP101288	2/14/2023	101022111	HR -SALARY	sal	6,321.12	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101022120	HR-FICA/MEDICARE	fica	377.86	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101022120	HR-FICA/MEDICARE	med	88.37	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	101022121	HR PERF	perf	897.60	500000865	2/14/2023
Subtotal for Human Resources							7,684.95		
Subtotal for Fund 101 General							822,578.89		
Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN000589	Duke Energy	APP101278	2/14/2023	201013341	MVH-ELECTRIC	Electric	2,352.02	74567	2/14/2023
VEN000589	Duke Energy	APP101279	2/14/2023	201013341	MVH-ELECTRIC	Electric	985.36	74568	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	201013111	MVH-SALARY	sal	10,854.48	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	201013120	MVH-FICA/MEDICARE	fica	639.90	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	201013120	MVH-FICA/MEDICARE	med	149.65	500000865	2/14/2023

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Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
Public Works									
VEN001537	Payroll	APP101288	2/14/2023	201013121	MVH-PERF	perf	1,541.33	500000865	2/14/2023
VEN003284	Practical Property Group	APP101307	2/14/2023	201013349	MVH-CONTRACTUAL SERV	Snow removal	19,076.85		
VEN010970	Legends Body Shop LLC	APP101367	2/17/2023	201013360	MVH-VEHICLE REPAIR	Truck repair deductible	2,000.00		
VEN001277	Macallister Machinery Co	APP101480	2/21/2023	201013345	MVH-EQUIP REPAIR	Payloader rental	5,219.00		
VEN000975	Indiana Oxygen Company	APP101481	2/21/2023	201013226	MVH-VEHICLE GAS/ SUPPLI	Oxygen	60.33		
VEN000975	Indiana Oxygen Company	APP101490	2/21/2023	201013226	MVH-VEHICLE GAS/ SUPPLI	Acetylene and Oxygen	335.90		
VEN001173	Kenworth of Indianapolis	APP101491	2/21/2023	201013345	MVH-EQUIP REPAIR	Repairs to 1192	22,631.26		
VEN006601	Rhomar Industries Inc	APP101492	2/21/2023	201013360	MVH-VEHICLE REPAIR	Undercoating	582.46		
VEN001708	RPM Machinery	APP101493	2/21/2023	201013345	MVH-EQUIP REPAIR	Repairs to Eterra	324.97		
VEN002678	Brandeis	APP101495	2/21/2023	201013345	MVH-EQUIP REPAIR	Skid Steer Maint	765.96		
VEN005851	Hare Auto Group	APP101496	2/21/2023	201013360	MVH-VEHICLE REPAIR	Mirror for 1545	684.95		
VEN005851	Hare Auto Group	APP101497	2/21/2023	201013345	MVH-EQUIP REPAIR	Repairs to Street Sweeper	297.50		
VEN000166	Auto Outfitters	APP101498	2/21/2023	201013360	MVH-VEHICLE REPAIR	Plow module and Vent Visors	1,269.85		
VEN001363	Mid-state Truck Equipment	APP101499	2/21/2023	201013360	MVH-VEHICLE REPAIR	Salt spreader for 1545	9,175.00		
VEN010877	Co Alliance Cooperative Inc	APP101500	2/21/2023	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded	10,214.85		
Subtotal for Public Works							89,161.62		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							89,161.62		
Fund No. Fund Name									
202	Local Road and Street (LRS)								
Public Works									
VEN001829	Stello Products Inc	APP101305	2/14/2023	202013228	LRS-SIGNS AND POSTS	Signs	9,108.45		
VEN010981	AIR Co	APP101486	2/21/2023	202013349	LRS-SERVICES	Asbestos removal on 2 conde	6,950.00		
Subtotal for Public Works							16,058.45		
Subtotal for Fund 202 Local Road and Street (LRS)							16,058.45		
Fund No. Fund Name									
203	Fire Operating								
Fire									
VEN005845	Kinetrex Energy	APP101208	2/10/2023	203012328	FIRE-GAS/HEAT	PSB	885.33	74519	2/14/2023
VEN005845	Kinetrex Energy	APP101208	2/10/2023	203012328	FIRE-GAS/HEAT	Sta 83	430.33	74519	2/14/2023
VEN005845	Kinetrex Energy	APP101208	2/10/2023	203012328	FIRE-GAS/HEAT	Sta 82	221.29	74519	2/14/2023

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN002336	Citizens Westfield	APP101211	2/10/2023	203012328	FIRE-GAS/HEAT	Sta 83	274.41	74488	2/14/2023
VEN009231	CenterPoint Energy	APP101243	2/13/2023	203012328	FIRE-GAS/HEAT	Sta 82	176.82	74484	2/14/2023
VEN000589	Duke Energy	APP101279	2/14/2023	203012341	FIRE-ELECTRIC	Electric	3,173.30	74568	2/14/2023
VEN000589	Duke Energy	APP101279	2/14/2023	203012341	FIRE-ELECTRIC	Electric	964.09	74568	2/14/2023
VEN000589	Duke Energy	APP101279	2/14/2023	203012341	FIRE-ELECTRIC	Electric	883.21	74568	2/14/2023
VEN000589	Duke Energy	APP101279	2/14/2023	203012346	FIRE-TORNADO SIREN	Sirens	74.90	74568	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	203012111	FIRE-SALARY	sal	260,421.55	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	203012120	FIRE-FICA AND MEDICARE	fica	15,425.11	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	203012120	FIRE-FICA AND MEDICARE	med	3,607.47	500000865	2/14/2023
VEN001537	Payroll	APP101288	2/14/2023	203012121	FIRE-PERF	perf	46,095.49	500000865	2/14/2023
VEN008029	Liberty Mutual Insurance	APP101370	2/17/2023	203012339	FIRE-INSURANCE	Inst 3	195.14	74571	2/17/2023
VEN000469	Crawford Water Care	APP101376	2/17/2023	203012343	FIRE-BUILDING MAINTENAN	softener salt - station 83	655.45		
VEN010336	MES-The Uniform House	APP101377	2/17/2023	203012229	FIRE-UNIFORMS	misc. uniform repairs	415.40		
VEN002148	Witmer Public Safety Group	APP101378	2/17/2023	203012472	FIRE-EQUIP	step in gear bag	199.96		
VEN010215	Magnegrip	APP101379	2/17/2023	203012472	FIRE-EQUIP	hose and elbow cable	206.63		
VEN000065	Airgas Mid America	APP101380	2/17/2023	203012224	FIRE-OPERATING SUPPLIES	cylinder rental	509.32		
VEN006285	Ceres Solutions Cooperative	APP101381	2/17/2023	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	2,679.97		
VEN000266	Bound Tree Medical	APP101390	2/17/2023	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	1,703.93		
VEN002035	US Uniform and Supply	APP101391	2/17/2023	203012229	FIRE-UNIFORMS	uniform alterations	620.00		
VEN010162	ERS Wireless	APP101394	2/17/2023	203012343	FIRE-BUILDING MAINTENAN	Station 83 repairs	393.00		
VEN007355	IMS Alliance	APP101395	2/17/2023	203012229	FIRE-UNIFORMS	passport collectors	40.75		
VEN010979	Nick Rambo	APP101452	2/21/2023	203012229	FIRE-UNIFORMS	duty shoes reimbursement	64.16		
VEN000903	Hoosier Fire Equipment	APP101453	2/21/2023	203012472	FIRE-EQUIP	carbon cylinders	3,942.00		
VEN000266	Bound Tree Medical	APP101455	2/21/2023	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	398.01		
VEN006141	Westfield Restaurant Group LLC	APP101456	2/21/2023	203012334	FIRE-TRAVEL/TRAINING/SE	coffee services for ISO trainin	91.50		
VEN005980	Fire Services Inc	APP101457	2/21/2023	203012360	FIRE-VEHICLE MAINT	seat shock absorber	111.87		
VEN000065	Airgas Mid America	APP101458	2/21/2023	203012224	FIRE-OPERATING SUPPLIES	oxygen	105.32		
VEN002035	US Uniform and Supply	APP101459	2/21/2023	203012229	FIRE-UNIFORMS	uniforms - misc.	157.00		
VEN006548	MAGI Services LLC	APP101460	2/21/2023	203012349	FIRE-SERVICES	AED Preventative Maint.	1,875.00		
VEN000569	Don Hinds Ford Inc	APP101461	2/21/2023	203012472	FIRE-EQUIP	new vehicles	130,218.75		
VEN000266	Bound Tree Medical	APP101462	2/21/2023	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	90.60		
VEN010628	Fitness Fixx	APP101463	2/21/2023	203012472	FIRE-EQUIP	fitness equipment repair	291.25		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN010756	Lite Tactical Solution	APP101464	2/21/2023	203012229	FIRE-UNIFORMS	vests	24,875.00		
VEN002035	US Uniform and Supply	APP101465	2/21/2023	203012229	FIRE-UNIFORMS	name bars	23.95		
VEN000903	Hoosier Fire Equipment	APP101466	2/21/2023	203012472	FIRE-EQUIP	Bullard TXS Camera	3,400.00		
VEN001957	Tiffany Photography Studio	APP101467	2/21/2023	203012337	FIRE-PRINTING	5x7 retiree pictures	25.00		
VEN010877	Co Alliance Cooperative Inc	APP101500	2/21/2023	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded	1,710.16		
Subtotal for Fire							507,632.42		
Subtotal for Fund 203 Fire Operating							507,632.42		
Fund No. Fund Name									
204 Park Impact									
Public Works									
VEN006748	V3 Companies	APP101297	2/13/2023	204013349	PARK IMPACT-SERVICES	Simon Moon Expansion Desig	37,870.00		
VEN002019	United Consulting	APP101483	2/21/2023	204013474	PW-PARK IMPACT CONSTR	Midland Trace Trail	98.28		
Subtotal for Public Works							37,968.28		
Subtotal for Fund 204 Park Impact							37,968.28		
Fund No. Fund Name									
206 Parks Programming/Events									
Parks									
VEN010968	Christina Birky	APP101144	2/8/2023	206005347	PARKS PROGRAM-PROMOT	Refund picture with Santa	5.00	74486	2/14/2023
VEN010560	Ellie Sophia Pet Photography	APP101303	2/14/2023	206005347	PARKS PROGRAM-PROMOT	Egg Paw Looza	600.00		
VEN010556	Celtic Motion	APP101524	2/22/2023	206005347	PARKS PROGRAM-PROMOT	Shamrock Drop Event	100.00		
VEN010132	The T A G Art Company	APP101526	2/22/2023	206005347	PARKS PROGRAM-PROMOT	Shamrock Drop Event	900.00		
Subtotal for Parks							1,605.00		
Subtotal for Fund 206 Parks Programming/Events							1,605.00		
Fund No. Fund Name									
239 Law Enforcement									
Police									
VEN005759	IMPD	APP101411	2/21/2023	239002334	LAW ENFORCE-TRAVEL/TR	IMPD Leadership Academy-D	2,000.00		
VEN001052	Indiana University	APP101412	2/21/2023	239002334	LAW ENFORCE-TRAVEL/TR	Tuition-Hollowell	5,000.00		
Subtotal for Police							7,000.00		
Subtotal for Fund 239 Law Enforcement							7,000.00		

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Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
Public Works									
VEN000833	Hamilton Co Superior Court	APP101301	2/14/2023	264013400	ROAD IMPACT-LAND PURC	Hunt appraisals	6,000.00		
VEN000833	Hamilton Co Superior Court	APP101302	2/14/2023	264013400	ROAD IMPACT-LAND PURC	Hunt	64,700.00		
VEN002106	Westfield Investment Company LP	APP101311	2/14/2023	264013474	ROAD IMPACT-CONSTRUCT	RIF cr reim Beau Wilfong	179,377.00		
VEN005929	WSP USA Inc	APP101415	2/21/2023	264013349	ROAD IMPACT-SERVICES	Task Order #22 Kitchen Table	0.00		
VEN005929	WSP USA Inc	APP101415	2/21/2023	264013349	ROAD IMPACT-SERVICES	Task Order #23 East Street C	0.00		
VEN005929	WSP USA Inc	APP101415	2/21/2023	264013349	ROAD IMPACT-SERVICES	Task Order #24 Jersey Street	4,030.00		
VEN005929	WSP USA Inc	APP101422	2/21/2023	264013349	ROAD IMPACT-SERVICES	Task Order #22 Kitchen Table	0.00		
VEN005929	WSP USA Inc	APP101422	2/21/2023	264013349	ROAD IMPACT-SERVICES	Task Order #23 East Street C	0.00		
VEN005929	WSP USA Inc	APP101422	2/21/2023	264013349	ROAD IMPACT-SERVICES	Task Order #24 Jersey Street	3,714.00		
VEN005929	WSP USA Inc	APP101423	2/21/2023	264013349	ROAD IMPACT-SERVICES	Task Order #28 - 151st & She	6,000.00		
VEN010982	Blue Doors Real Estate LLC S	APP101484	2/21/2023	264013400	ROAD IMPACT-LAND PURC	Parcel 109	60,500.00		
VEN010982	Blue Doors Real Estate LLC S	APP101485	2/21/2023	264013400	ROAD IMPACT-LAND PURC	Parcel 112	2,700.00		
VEN010984	Dreiske Moving and Storage	APP101488	2/21/2023	264013400	ROAD IMPACT-LAND PURC	Mockler Relocate	9,486.25		
VEN010983	Russell Best	APP101489	2/21/2023	264013400	ROAD IMPACT-LAND PURC	Blue Doors Relocate	964.00		
Subtotal for Public Works							337,471.25		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							337,471.25		
Fund No. Fund Name									
269	Training Facility Center								
Public Safety (Police and Fire)									
VEN009231	CenterPoint Energy	APP101200	2/10/2023	269014328	TRAINING FAC-HEAT/GAS	Training Facility	132.66	74457	2/10/2023
VEN005845	Kinetrex Energy	APP101208	2/10/2023	269014328	TRAINING FAC-HEAT/GAS	Training Facility	177.55	74519	2/14/2023
VEN000589	Duke Energy	APP101279	2/14/2023	269014341	TRAINING FAC-ELECTRIC	Electric	455.78	74568	2/14/2023
VEN000434	Comcast Cable	APP101323	2/15/2023	269014350	TRAINING FAC-SUBSCRIPTI	Training Facility	306.25	74569	2/15/2023
VEN010980	Peterson Architecture	APP101451	2/21/2023	269014349	TRAINING FAC-SERVICES	campus programming - phase	15,000.00		
VEN007012	Elwood Fire Equipment	APP101454	2/21/2023	269014334	TRAINING FAC-TRAVEL/TRA	Training	1,328.00		
Subtotal for Public Safety (Police and Fire)							17,400.24		
Subtotal for Fund 269 Training Facility Center							17,400.24		

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Fund No. Fund Name									
301	Eastside TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP101514	2/22/2023	301018349	EASTSIDE TIF SERVICES	East Side	275.00		
	Subtotal for RDC						275.00		
	Subtotal for Fund 301 Eastside TIF						275.00		
Fund No. Fund Name									
305	Grand Junction TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP101514	2/22/2023	305018349	GRAND JUNCT TIF-SERVIC	GRJN	137.50		
VEN001469	O W Krohn and Associates	APP101514	2/22/2023	305018349	GRAND JUNCT TIF-SERVIC	South Side	137.50		
VEN001469	O W Krohn and Associates	APP101514	2/22/2023	305018349	GRAND JUNCT TIF-SERVIC	Osborne Trails	1,100.00		
VEN001469	O W Krohn and Associates	APP101514	2/22/2023	305018349	GRAND JUNCT TIF-SERVIC	Union Square	137.50		
VEN001469	O W Krohn and Associates	APP101514	2/22/2023	305018349	GRAND JUNCT TIF-SERVIC	General	4,170.00		
	Subtotal for RDC						5,682.50		
	Subtotal for Fund 305 Grand Junction TIF						5,682.50		
Fund No. Fund Name									
350	GO Bond 2020								
	Fire								
VEN000903	Hoosier Fire Equipment	APP101453	2/21/2023	350012472	GO BOND 2020 FD EQUIP	regulators	16,278.00		
	Subtotal for Fire						16,278.00		
	Subtotal for Fund 350 GO Bond 2020						16,278.00		
Fund No. Fund Name									
362	Grand Junction Ban SinkFD								
	Public Works								
VEN007818	Regions Equipment Finance	APP101447	2/21/2023	362013381	GRAND JUNC REV BAN2019	Rev Bond	463,617.48		
	Subtotal for Public Works						463,617.48		
	Subtotal for Fund 362 Grand Junction Ban SinkFD						463,617.48		
Fund No. Fund Name									
640	Sports Campus Operating								
	Grand Park								
VEN002336	Citizens Westfield	APP101214	2/10/2023	640015342	SPORTS CAMPUS-WAT SE	Field	399.18	4352	2/14/2023

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Fund No. Fund Name									
640	Sports Campus Operating								
Grand Park									
VEN002336	Citizens Westfield	APP101214	2/10/2023	640015342	SPORTS CAMPUS-WAT SE	Field	401.28	4352	2/14/2023
VEN002336	Citizens Westfield	APP101214	2/10/2023	640015342	SPORTS CAMPUS-WAT SE	Diam	524.29	4352	2/14/2023
VEN002336	Citizens Westfield	APP101214	2/10/2023	640015342	SPORTS CAMPUS-WAT SE	Diam	535.04	4352	2/14/2023
VEN002336	Citizens Westfield	APP101214	2/10/2023	640015342	SPORTS CAMPUS-WAT SE	General	129.64	4352	2/14/2023
VEN002336	Citizens Westfield	APP101214	2/10/2023	640015342	SPORTS CAMPUS-WAT SE	General	218.93	4352	2/14/2023
VEN000589	Duke Energy	APP101280	2/14/2023	640015341	SPORTS CAMPUS-ELECTRI	Diam	5,863.59	4371	2/14/2023
VEN000589	Duke Energy	APP101280	2/14/2023	640015341	SPORTS CAMPUS-ELECTRI	Field	3,416.23	4371	2/14/2023
VEN000589	Duke Energy	APP101280	2/14/2023	640015341	SPORTS CAMPUS-ELECTRI	General	4,576.51	4371	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640015111	SPORTS CAMPUS-SALARY	sal	23,842.73	100000228	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640015120	SPORTS CAMPUS-FICA/ME	fica	1,455.33	100000228	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640015120	SPORTS CAMPUS-FICA/ME	med	340.36	100000228	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640015121	SPORTS CAMPUS-PERF	perf	3,176.93	100000228	2/14/2023
VEN008029	Liberty Mutual Insurance	APP101369	2/17/2023	640015339	SPORTS CAMPUS-INSURAN	Inst 3	29.89	4372	2/17/2023
VEN008029	Liberty Mutual Insurance	APP101369	2/17/2023	640015339	SPORTS CAMPUS-INSURAN	Inst 3	36.52	4372	2/17/2023
VEN001637	Ray's Trash Service	APP101437	2/21/2023	640015349	SPORTS CAMPUS-SERVICE	Trash	346.70		
VEN006141	Westfield Restaurant Group LLC	APP101438	2/21/2023	640015347	SPORTS CAMPUS-PROMOTI	GP Partner Summit F B	2,117.20		
VEN007299	Aquatic Services of IN	APP101439	2/21/2023	640015349	SPORTS CAMPUS-SERVICE	Pond Maint 2023	13,066.65		
VEN003382	McGavic Outdoor Power	APP101441	2/21/2023	640015224	SPORTS CAMPUS-OPERATI	Edger blades for grounds	7.18		
VEN003382	McGavic Outdoor Power	APP101441	2/21/2023	640015224	SPORTS CAMPUS-OPERATI	Parts for blower	74.88		
VEN003382	McGavic Outdoor Power	APP101441	2/21/2023	640015345	SPORTS CAMPUS-EQUIP R	835 repair	1,468.51		
VEN003382	McGavic Outdoor Power	APP101441	2/21/2023	640015345	SPORTS CAMPUS-EQUIP R	Lazer 60 repair	2,149.36		
VEN001666	Reynolds Farm Equipment	APP101442	2/21/2023	640015472	SPORTS CAMPUS-EQUIPME	Cub Cadet	19,999.00		
VEN001708	RPM Machinery	APP101443	2/21/2023	640015472	SPORTS CAMPUS-EQUIPME	Backordered tines	600.00		
Subtotal for Grand Park							84,775.93		
Sport Campus Indoor Event Ctr									
VEN005845	Kinetrex Energy	APP101209	2/10/2023	640023328	GP INDOOR-NATURAL GAS	GPEC	5,538.33	4361	2/14/2023
VEN000589	Duke Energy	APP101280	2/14/2023	640023341	GP INDOOR-ELECTRIC	GPEC	18,063.38	4371	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640023111	GP INDOOR-SALARY	sal	4,199.20	100000228	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640023120	GP INDOOR-FICA/MEDICAR	fica	248.15	100000228	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640023120	GP INDOOR-FICA/MEDICAR	med	58.04	100000228	2/14/2023
VEN001537	Payroll	APP101289	2/14/2023	640023121	GP INDOOR-PERF	perf	596.29	100000228	2/14/2023
VEN008029	Liberty Mutual Insurance	APP101369	2/17/2023	640023339	GP INDOOR-INSURANCE	Inst 3	66.41	4372	2/17/2023

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Fund No. Fund Name									
640 Sports Campus Operating									
Sport Campus Indoor Event Ctr									
VEN006390	Ecolab Pest	APP101436	2/21/2023	640023343	GP INDOOR-BLDG MAINT	Pest control	540.89		
VEN003382	McGavic Outdoor Power	APP101441	2/21/2023	640023472	GP INDOOR-EQUIPMENT	Edger Blower for GPEC	1,423.97		
VEN003382	McGavic Outdoor Power	APP101441	2/21/2023	640023472	GP INDOOR-EQUIPMENT	Salt spreader	999.60		
VEN000402	Cintas	APP101444	2/21/2023	640023343	GP INDOOR-BLDG MAINT	Mats	216.27		
VEN006898	Supply Warehouse Inc	APP101445	2/21/2023	640023343	GP INDOOR-BLDG MAINT	Janitorial Supplies	908.80		
VEN003729	Metronet	APP101446	2/21/2023	640023349	GP INDOOR-SERVICES	GPEC	1,401.08		
Subtotal for Sport Campus Indoor Event Ctr							34,260.41		
Subtotal for Fund 640 Sports Campus Operating							119,036.34		
Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN005722	Aflac Premium Holding	APP101207	2/10/2023	701008930	PAYROLL-INS. DED	Feb Ins	3,156.14	18152	2/10/2023
VEN002177	Indiana Members Credit Union	APP101250	2/13/2023	701008930	PAYROLL-INS. DED	Emp HSA	3,324.52	18153	2/13/2023
VEN000163	Aul Retirement	APP101275	2/14/2023	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	32,047.01	700001399	2/14/2023
VEN000920	Huntington National Bank	APP101276	2/14/2023	701008131	PAYROLL-EMPLOYER'S FIC	FICA	44,987.29		
VEN000920	Huntington National Bank	APP101276	2/14/2023	701008132	PAYROLL-EMPLOYER'S ME	Medicare	10,521.22		
VEN000920	Huntington National Bank	APP101276	2/14/2023	701008921	PAYROLL-FEDERAL WITHH	Federal	64,195.89		
VEN000920	Huntington National Bank	APP101276	2/14/2023	701008922	PAYROLL-EMPLOYEE FICA	FICA	44,987.27		
VEN000920	Huntington National Bank	APP101276	2/14/2023	701008922	PAYROLL-EMPLOYEE FICA	Medicare	10,521.10		
VEN000959	Indiana Dept Of Revenue	APP101277	2/14/2023	701008923	PAYROLL-STATE WITHHOL	State	21,287.86	700001401	2/14/2023
VEN000959	Indiana Dept Of Revenue	APP101277	2/14/2023	701008923	PAYROLL-STATE WITHHOL	COIT	9,316.36	700001401	2/14/2023
VEN000703	Fire Fighters Credit Union	APP101281	2/14/2023	701008141	PAYROLL-UNION DUES	Union Dues WFD	86.00	18154	2/14/2023
VEN000703	Fire Fighters Credit Union	APP101282	2/14/2023	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,390.39	18155	2/14/2023
VEN000948	IN Family and Social Services	APP101283	2/14/2023	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,536.00	700001400	2/14/2023
VEN001390	MISDU	APP101284	2/14/2023	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	18157	2/14/2023
VEN001864	Supporting Heroes	APP101285	2/14/2023	701008991	PAYROLL-MISC	Supporting Heroes	76.22	18159	2/14/2023
VEIn010216	John Hauber Trustee	APP101286	2/14/2023	701008142	PAYROLL-GARNISHMENT	Garnishment	277.00	18156	2/14/2023
VEN004836	Nationwide Retirement Solutions	APP101287	2/14/2023	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	5,289.69	18158	2/14/2023
VEN001537	Payroll	APP101291	2/13/2023	701008110	PAYROLL-NET SALARIES	net sal	525,555.01	700001402	2/14/2023
VEN000058	AFLAC	APP101334	2/15/2023	701008930	PAYROLL-INS. DED	Feb Ins	5,482.42	18160	2/15/2023
VEN001550	PERF	APP101350	2/16/2023	701008133	PAYROLL-PERF	Civilian PERF	53,226.36		

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Fund No. Fund Name									
701	Payroll								
Clerk Treasurer									
VEN000008	77 Police and Fire Fund	APP101351	2/16/2023	701008133	PAYROLL-PERF	Non Civilian PERF	88,756.17		
Subtotal for Clerk Treasurer							928,463.37		
Subtotal for Fund 701 Payroll							928,463.37		
Fund No. Fund Name									
806	UMR								
Clerk Treasurer									
VEN002020	United Healthcare	APP101432	2/10/2023	806008119	UMR GROUP HEALTH	UMR Rx Med	25,675.16		
VEN002020	United Healthcare	APP101433	2/17/2023	806008119	UMR GROUP HEALTH	UMR Rx Med	23,481.05		
Subtotal for Clerk Treasurer							49,156.21		
Subtotal for Fund 806 UMR							49,156.21		
Fund No. Fund Name									
900	Stormwater								
Stormwater									
VEN001537	Payroll	APP101290	2/14/2023	900016111	STORM-SALARY	sal	25,471.43	900000319	2/14/2023
VEN001537	Payroll	APP101290	2/14/2023	900016120	STORM-FICA/MEDICARE	fica	1,499.43	900000319	2/14/2023
VEN001537	Payroll	APP101290	2/14/2023	900016120	STORM-FICA/MEDICARE	med	350.66	900000319	2/14/2023
VEN001537	Payroll	APP101290	2/14/2023	900016121	STORM-PERF	perf	3,235.01	900000319	2/14/2023
VEN002424	IUPPS	APP101299	2/14/2023	900016309	STORM-CONSULTING FEES	Jan tickets	667.85		
VEN002193	Christopher Burke	APP101310	2/9/2023	900016309	STORM-CONSULTING FEES	On Call Stormwater Services	1,385.00		
VEN010977	Lisa Ruggles	APP101501	2/21/2023	900016370	STORMWATER-REFUND		243.70		
VEN004968	Village Park Plaza LLC	APP101502	2/21/2023	900016370	STORMWATER-REFUND		5,384.42		
VEN008910	Webster Law & Assoc LLC	APP101503	2/21/2023	900016370	STORMWATER-REFUND		57.75		
VEN010866	Competitive Edge Properties	APP101504	2/21/2023	900016370	STORMWATER-REFUND		19.72		
VEN010972	Washington Prime Group	APP101505	2/21/2023	900016370	STORMWATER-REFUND		50.50		
VEN010973	Jeremy Snarski	APP101506	2/21/2023	900016370	STORMWATER-REFUND		10.62		
VEN010974	Jett Ptacek	APP101507	2/21/2023	900016370	STORMWATER-REFUND		7.34		
VEN010975	Ryan Gold	APP101508	2/21/2023	900016370	STORMWATER-REFUND		10.62		
VEN010976	Central Indiana Construction Group	APP101509	2/21/2023	900016370	STORMWATER-REFUND		10.95		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN010307	Opendoor Property J LLC	APP101510	2/21/2023	900016370	STORMWATER-REFUND		10.62		
VEN010978	Quinn and Ali Shepherd	APP101511	2/21/2023	900016370	STORMWATER-REFUND		30.12		
	Subtotal for Stormwater							38,445.74	
	Subtotal for Fund 900 Stormwater							38,445.74	

Fund No. Fund Name									
950	Trash								
	Trash								
VEN008448	Springbrook Holding LLC	APP101298	2/14/2023	950017371	TRASH-CREDIT CARD PRO	CivicPay transaction fees	2,200.00		
VEN010866	Competitive Edge Properties	APP101504	2/21/2023	950017370	TRASH-REFUND		2.17		
VEN010866	Competitive Edge Properties	APP101504	2/21/2023	950017370	TRASH-REFUND		27.45		
VEN010973	Jeremy Snarski	APP101506	2/21/2023	950017370	TRASH-REFUND		2.33		
VEN010973	Jeremy Snarski	APP101506	2/21/2023	950017370	TRASH-REFUND		29.56		
VEN010974	Jett Ptacek	APP101507	2/21/2023	950017370	TRASH-REFUND		1.77		
VEN010974	Jett Ptacek	APP101507	2/21/2023	950017370	TRASH-REFUND		21.94		
VEN010975	Ryan Gold	APP101508	2/21/2023	950017370	TRASH-REFUND		2.33		
VEN010975	Ryan Gold	APP101508	2/21/2023	950017370	TRASH-REFUND		29.56		
VEN010976	Central Indiana Construction Group	APP101509	2/21/2023	950017370	TRASH-REFUND		2.63		
VEN010976	Central Indiana Construction Group	APP101509	2/21/2023	950017370	TRASH-REFUND		32.70		
VEN010307	Opendoor Property J LLC	APP101510	2/21/2023	950017370	TRASH-REFUND		2.33		
VEN010307	Opendoor Property J LLC	APP101510	2/21/2023	950017370	TRASH-REFUND		29.56		
	Subtotal for Trash							2,384.33	
	Subtotal for Fund 950 Trash							2,384.33	
	Posted Invoices Total							3,460,215.12	

Un-Posted Invoices

Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No. Fund Name								
305	Grand Junction TIF							
	Sport Campus Indoor Event Ctr							
VEN001881	Taft Stettinius and Hollister	API0005915	2/22/2023	305023349	Grand Junct-GPEC Trustee	Grand Junct-GPEC Trustee	8,513.00	Approval Pending

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Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No.	Fund Name							
305	Grand Junction TIF							
	Sport Campus Indoor Event Ctr							
VEN001881	Taft Stettinius and Hollister	API0005915	2/22/2023	305023349	Grand Junct-GPEC Trustee	Grand Junct-GPEC Trustee	1,782.00	Approval Pending
	Subtotal for Sport Campus Indoor Event Ctr						10,295.00	
	Subtotal by Fund 305 Grand Junction TIF						10,295.00	
	Un-Posted Invoices Total						10,295.00	

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
900	Stormwater						
	Stormwater						
	VEN010917	Scottie Paramoure	ACP002545	2/14/2023	900016370	StormWater-Refund	Storm-Refund
	Subtotal for						12.46
Subtotal by Fund 900	Stormwater						12.46

950 Trash								
Trash								
VEN010917	Scottie Paramoure	ACP002545	2/14/2023	950017370	Trash-Refund	Trash-Refund	3.00	
VEN010917	Scottie Paramoure	ACP002545	2/14/2023	950017370	Trash-Refund	Trash-Refund	37.24	
Subtotal for							40.24	
Subtotal by Fund 950 Trash							40.24	
Credit Memo Total							52.70	

RESOLUTION NUMBER 23-103

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA APPROVING CERTAIN REAL PROPERTY IMPROVEMENTS WITHIN THE CITY OF WESTFIELD FOR TAX ABATEMENT

(Stellhorn Northpoint LLC Shell Buildings)

WHEREAS, the City of Westfield, Indiana (the “City”) recognizes the need to stimulate growth and maintain a sound economy within its corporate limits;

WHEREAS, the Westfield Common Council further recognizes that it is in the best interest of the City to provide incentives to stimulate investment within the community;

WHEREAS, I.C. 6-1.1-12.1, *et seq.* provides that a local government may provide a program of real and personal property tax abatement within a designated Economic Revitalization Area (“ERA”) and provides for the adoption of such a program;

WHEREAS, the Council adopted its Resolution Number 19-121 (the “Declaratory Resolution”) on September 9, 2019 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 hereto 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 19-125 (the “Confirmatory Resolution”) on October 14, 2019 confirming the Declaratory Resolution, thereby establishing an Economic Revitalization Area.

WHEREAS, the property described in Exhibit A attached hereto and incorporated herein (the “Property”), is located within the established Northpoint Commerce Park and is owned or to be owned by developer Stellhorn Northpoint LLC or an entity affiliated therewith (the “Developer”), which Developer desires to and will improve the Property through construction of three (3) speculative shell office/industrial/warehousing buildings of: 16,000 square feet to be located at 20355 Commerce Park Drive, 32,000 square feet at 201418 Commerce Park Drive and 53,600 square feet at 20355 Commerce Park Drive;

WHEREAS, Developer has duly submitted its Statement of Benefits Real Estate Improvements (SB-1) for each of the three (3) buildings to the City, which are attached hereto and incorporated herein as Exhibit C;

WHEREAS, Developer intends to develop the Property as contemplated by I.C. 6-1.1-12.1-1(5), and hereby requests approval of its request for tax abatement thereof;

WHEREAS, the Property is currently zoned LB, GB and EI for Commercial Business use pursuant to the City zoning map;

WHEREAS, Developer intends to invest \$16,800,000 in the improvements to the Property via the construction of the proposed shell buildings, which buildings will create additional employment opportunities and revenues to the City once put to use by an end user; and

WHEREAS, the Westfield Common Council has reviewed the SB-1s submitted by Developer, and, being otherwise duly advised in the premises, has determined that it is in the best interest of the City to allow the deductions requested by Developer on the schedules adopted below and within the parameters adopted below;

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

SECTION I. The Property depicted on Exhibit A is found to be an area within the City which has previously been designated as an Economic Revitalization Area (ERA).

SECTION II. The Westfield Common Council hereby determines that it is in the best interest of the City to allow the deduction under I.C. 6-1.1-12.1-3 within the established ERA, as requested by Developer, based upon the following findings:

- (1) The estimate of the value of the improvements to the Property is reasonable for projects of this nature.
- (2) The estimate of the number of individuals who will be employed can be reasonably expected to result from the proposed described improvements.
- (3) The estimate of the annual salaries of the individuals who will be employed can be reasonably expected to result from the proposed described improvements.
- (4) The nature of the improvements and the projected property taxes to be paid thereon create benefits of the type and quality anticipated by the Westfield Common Council within the ERA and can reasonably be expected to result from the proposed described improvements.
- (5) The totality of benefits is sufficient to justify the requested deduction.

SECTION III. The Westfield Common Council hereby determines that GB and LB-district permitted uses under the applicable Planned Unit Development ordinance shall not be eligible for abatement under this Resolution.

2 2

SECTION V. The Statement(s) of Benefits/Real Estate Improvements (Form SB-1/Real Property) submitted to the City as attached hereto and incorporated herein as Exhibit B are hereby approved.

SECTION VI. Developer, as the owner of the Property and the improvements thereon shall be entitled to the deductions provided under I.B. 6-1.1-12.1-3 for a period of ten (10) years with respect to the improvements to the Property constructed as contemplated in and reflected by the Statement(s) of Benefits Real Estate Improvements according to the following schedule:

Year 1:100%	Year 6:50%
Year 2:90%	Year 7:40%
Year 3:80%	Year 8:30%
Year 4:70%	Year 9:20%
Year 5:60%	Year 10:10%

SECTION VII. In partial consideration of the value of the property tax deductions granted to Developer by the City, Developer hereby agrees and commits, for itself and future owners of the Property, to not file any real property tax assessment appeal, review, or other challenge (“Appeal”) of the real property tax assessments made for the Property during the time periods for which real property tax deductions are authorized under this resolution, unless the assessed value of the Property exceeds the total actual investment in the Property (including, but not limited to, the purchase price and the costs of any improvements). In the event Developer or another owner of the Property desires to file such an Appeal, Developer or the owner of the Property shall provide the City with a copy of the Appeal no later than the date the Appeal is filed. Violation of the restrictions on and conditions applicable to an Appeal shall permit the City to terminate the property tax deductions authorized under this resolution. This paragraph shall run with the Property and be binding upon future owners of the Property.

SECTION VIII. The President of the Westfield Common Council is hereby authorized to complete and execute the Statement(s) of Benefits form(s) consistent with this resolution.

SECTION IX. A copy of this resolution and any required supporting information or documentation shall be filed with the Hamilton County Auditor.

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

SECTION XI. This resolution shall be effective immediately upon its passage.

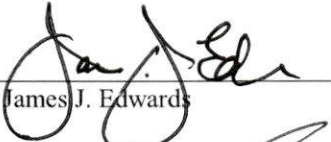
ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS 27th DAY OF Feb, 2023.

WESTFIELD COMMON COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

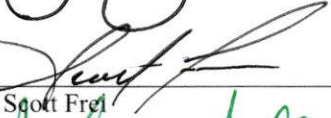
Voting Against

Abstain


James J. Edwards

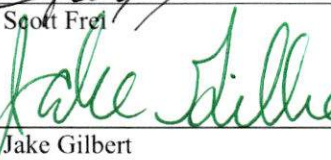
James J. Edwards

James J. Edwards


Scott Frei

Scott Frei

Scott Frei


Jake Gilbert

Jake Gilbert

Jake Gilbert


Mike Johns

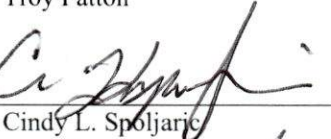
Mike Johns

Mike Johns

Troy Patton

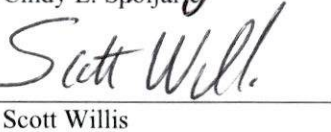
Troy Patton

Troy Patton


Cindy L. Spoljaric

Cindy L. Spoljaric

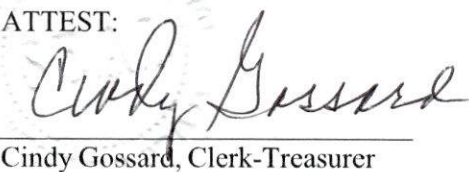
Cindy L. Spoljaric


Scott Willis

Scott Willis

Scott Willis

ATTEST:


Cindy Gossard, Clerk-Treasurer

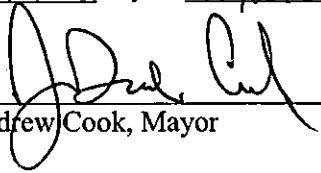
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Kai Chuck

I hereby certify that RESOLUTION 23-103 was delivered to the Mayor of Westfield on the 28th day of Feb, 2023, at 10:00A m.


Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 23-103

This 15th day of March, 2023



J. Andrew Cook, Mayor

I hereby VETO Resolution 23-103

This _____ day of _____, 2023

J. Andrew Cook, Mayor

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

EXHIBIT A

ERA Location Area

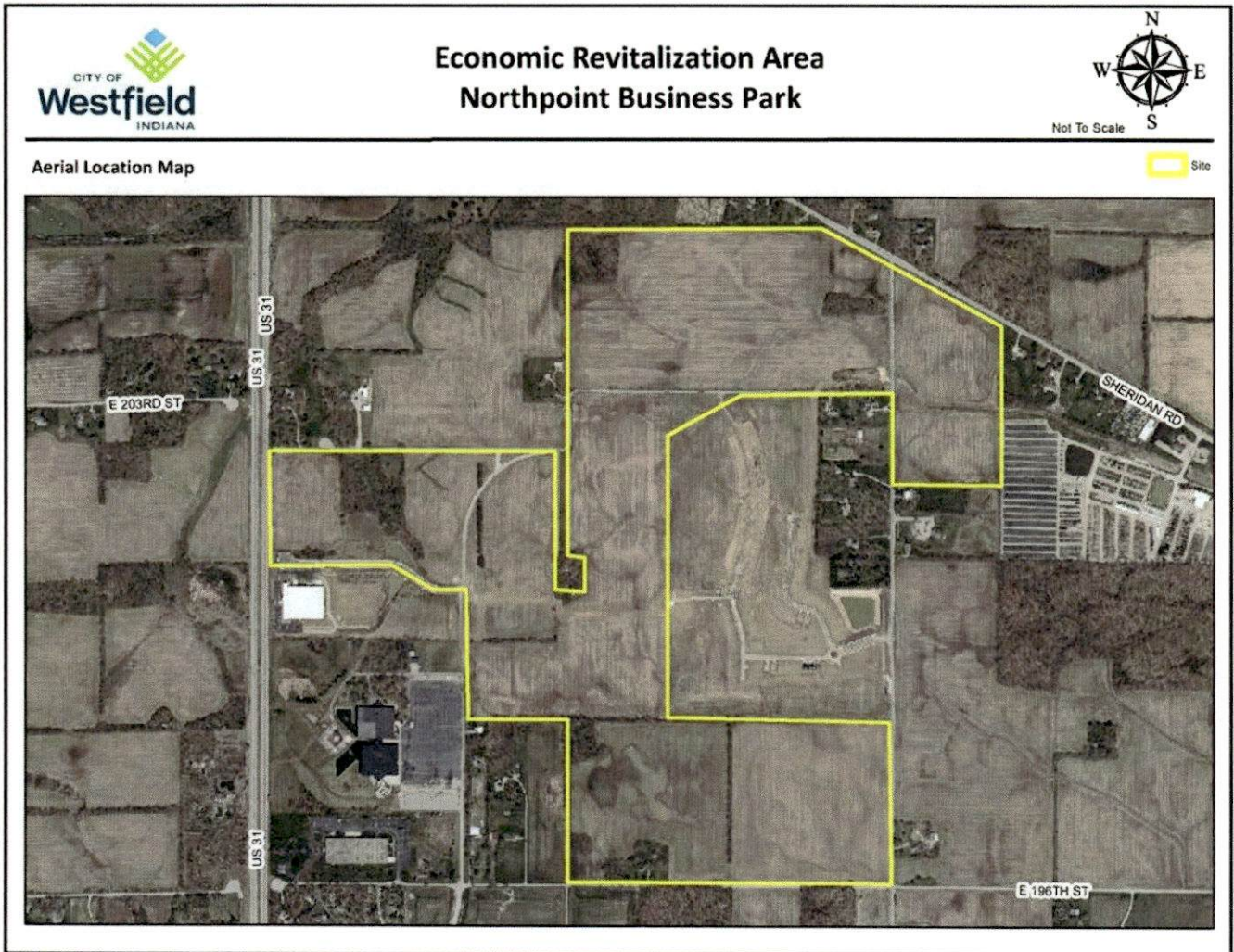
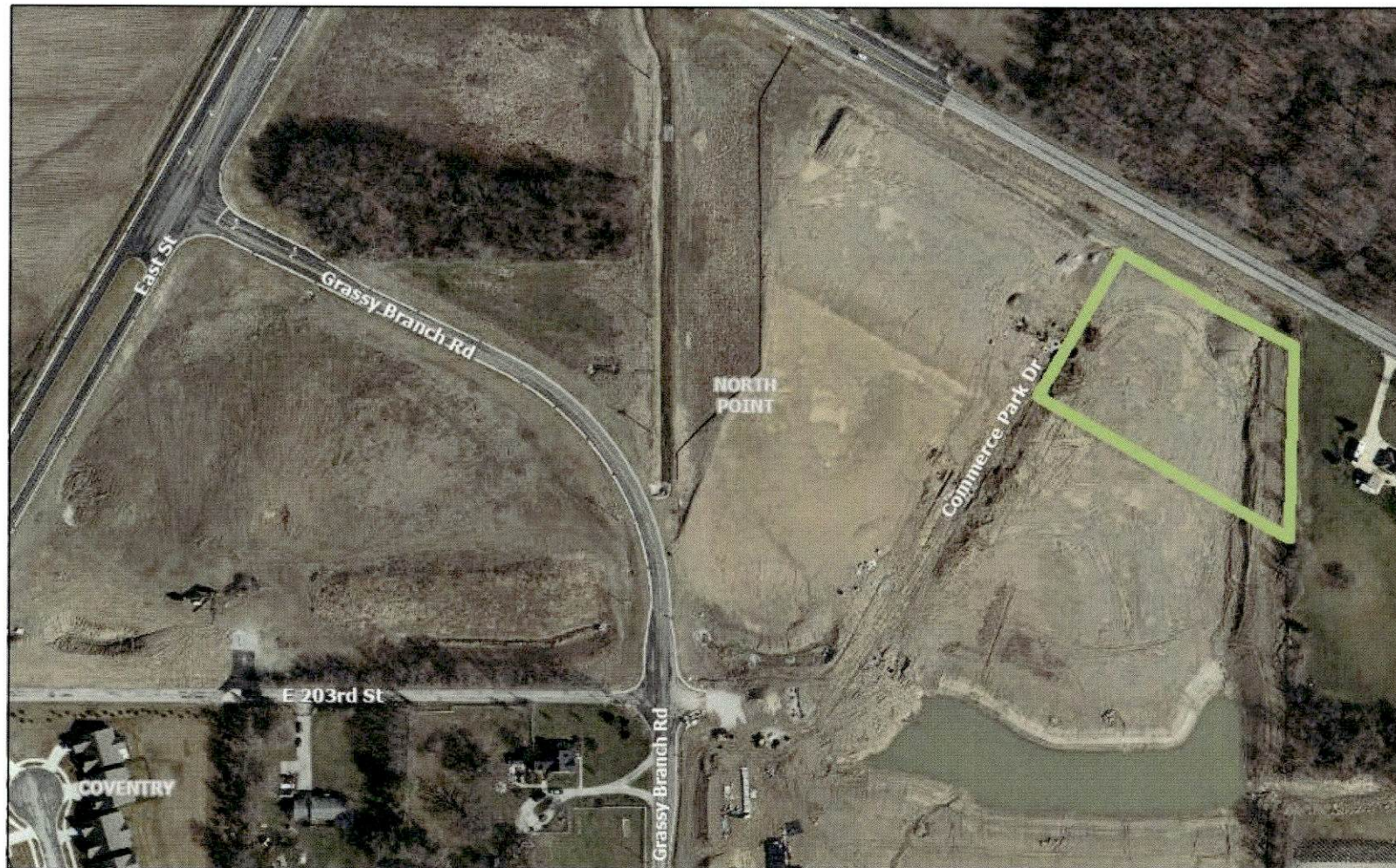


EXHIBIT B

Legal Description of Area

LOT 1, IN NORTH POINT COMMERCE PARK REPLAT OF BLOCK (A), AND BLOCK (B), RECORDED JULY 29, 2022 AS INSTRUMENT NO. 2022032636 IN PLAT CABINET 6, SLIDE 283, IN NORTH POINT, SECTION 3 AMENDED SECONDARY PLAT AN ADDITION TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA AS PER PLAT THEREOF RECORDED OCTOBER 15, 2021 AS INSTRUMENT NO. 2021075164 IN PLAT CABINET 6, SLIDE 172, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Stellhorn Northpoint LLC Lot #1



1/26/2023, 9:45:23 AM

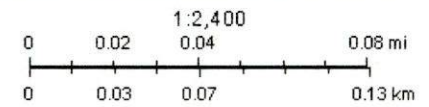
Rivers & Streams

Major Roads

Subdivisions

Minor Roads

State Highways



City of Westfield
City of Westfield

EXHIBIT B

Legal Description of Area

LOT 2, IN NORTH POINT COMMERCE PARK REPLAT OF BLOCK (A), AND BLOCK (B), RECORDED JULY 29, 2022 AS INSTRUMENT NO. 2022032636 IN PLAT CABINET 6, SLIDE 283, IN NORTH POINT, SECTION 3 AMENDED SECONDARY PLAT AN ADDITION TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA AS PER PLAT THEREOF RECORDED OCTOBER 15, 2021 AS INSTRUMENT NO. 2021075164 IN PLAT CABINET 6, SLIDE 172, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Stellhorn Northpoint LLC Lot #2



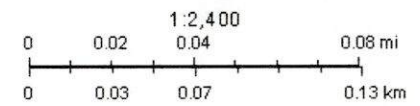
1/26/2023, 9:47:24 AM

Minor Roads

State Highways

Major Roads

Subdivisions



City of Westfield
City of Westfield

EXHIBIT B

Legal Description of Area

LOT 4, IN NORTH POINT COMMERCE PARK REPLAT OF BLOCK (A), AND BLOCK (B), RECORDED JULY 29, 2022 AS INSTRUMENT NO. 2022032636 IN PLAT CABINET 6, SLIDE 283, IN NORTH POINT, SECTION 3 AMENDED SECONDARY PLAT AN ADDITION TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA AS PER PLAT THEREOF RECORDED OCTOBER 15, 2021 AS INSTRUMENT NO. 2021075164 IN PLAT CABINET 6, SLIDE 172, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Stellhorn Northpoint LLC Lot #4



1/26/2023, 9:06:44 AM

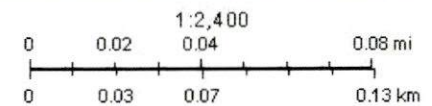
Rivers & Streams

Major Roads

Subdivisions

Minor Roads

State Highways



City of Westfield
City of Westfield

EXHIBIT C

Statement of Benefits Real Property Lot #1



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

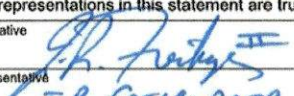
This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

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** the redevelopment or rehabilitation of real property 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 initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property 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/Real Property 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

20__ PAY 20__
FORM SB-1 / Real Property
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.

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer Stellhorn Northpoint LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 705 E. Main Street, Westfield, IN 46074					
Name of contact person J.R. Freiburger		Telephone number (317) 714-8386		E-mail address jr@jrconstruction.com	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body City of Westfield				Resolution number 23-103	
Location of property Lot #1 - 20421 Commerce Park Dr, Westfield, IN 46074		County Hamilton County		DLGF taxing district number 015	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) approximate 16000 SF light manufacturing/assembly building with front office and service functions. complete building construction and site improvements on approximate 1.9 acre site. Overall development investment of approximately \$2.9 Million.				Estimated start date (month, day, year) March 1, 2023	
				Estimated completion date (month, day, year) October 1, 2023	
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current Number 0.00	Salaries \$0.00	Number Retained 0.00	Salaries \$0.00	Number Additional 6.00	Salaries \$360,000.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
			REAL ESTATE IMPROVEMENTS		
			COST	ASSESSED VALUE	
Current values			525,000.00		
Plus estimated values of proposed project			2,900,000.00		
Less values of any property being replaced					
Net estimated values upon completion of project			2,900,000.00		
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 				Date signed (month, day, year) 2/2/23	
Printed name of authorized representative J.R. FREIBURGER				Title MEMBER	

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

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. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
 2. Residentially distressed areas ☐ Yes ☐ No

C. The amount of the deduction applicable is limited to \$ _____.

D. Other limitations or conditions (specify) _____

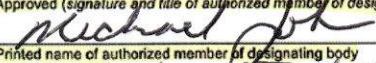
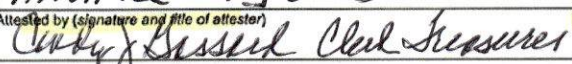
E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* see below)
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10

F. 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.

We have also 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 (signature and title of authorized member of designating body) 	Telephone number (317) 414-2088	Date signed (month, day, year) 2/27/23
Printed name of authorized member of designating body MICHAEL J. JONES	Name of designating body CITY COUNCIL	
Attested by (signature and title of attester) 	Printed name of attester Cindy Gosard	

* 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.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

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. Except as provided in IC 6-1.1-12.1-18, 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.

Lot #2



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

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** the redevelopment or rehabilitation of real property 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 initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property 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/Real Property 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

20 ____ PAY 20 ____
FORM SB-1 / Real Property
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.

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer Stellhorn Northpoint LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 705 E. Main Street, Westfield, IN 46074					
Name of contact person J.R. Freiburger			Telephone number (317) 714-8386		E-mail address jr@jrconstruction.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body City of Westfield			Resolution number 23-103		DLGF taxing district number 015
Location of property Lot #2 - 20418 Commerce Park Dr, Westfield, IN 46074			County Hamilton County		Estimated start date (month, day, year) March 1, 2023
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) approximate 32000 SF light manufacturing/assembly building with front office and service functions. complete building construction and site improvements on approximate 2.3 acre site. Overall development investment of approximately \$6 Million.			Estimated completion date (month, day, year) October 1, 2023		
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current Number 8.00	Salaries \$750,500.00	Number Retained 8.00	Salaries \$750,500.00	Number Additional 4.00	Salaries \$220,000.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
REAL ESTATE IMPROVEMENTS					
COST			ASSESSED VALUE		
Current values			275,000.00		
Plus estimated values of proposed project			6,041,003.00		
Less values of any property being replaced					
Net estimated values upon completion of project			6,041,003.00		
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 <i>J.R. Freiburger</i>				Date signed (month, day, year) 2/2/23	
Printed name of authorized representative J.R. FREIBURGER				Title MEMBER	

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- 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. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
 2. Residentially distressed areas ☐ Yes ☐ No
- C. The amount of the deduction applicable is limited to \$ _____.
- D. Other limitations or conditions (specify) _____
- E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* see below)
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10
- F. 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.

We have also 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 (signature and title of authorized member of designating body) <i>Michael John</i>	Telephone number (317) 44-2088	Date signed (month, day, year) 2/27/23
Printed name of authorized member of designating body MICHAEL JOHN	Name of designating body CITY COUNCIL	
Attested by (signature and title of attester) <i>City Clerk</i>	Printed name of attester CITY CLERK	

* 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.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

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. Except as provided in IC 6-1.1-12.1-18, 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.

Lot #4



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

- 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** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property 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/Real Property 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

20__ PAY 20__

FORM SB-1 / Real Property

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.

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer Stellhorn Northpoint LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 705 E. Main Street, Westfield, IN 46074					
Name of contact person J.R. Freiburger			Telephone number (317) 714-8386		E-mail address jr@jrconstruction.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body City of Westfield					Resolution number 23-103
Location of property Lot #2 - 20418 Commerce Park Dr, Westfield, IN 46074			County Hamilton County		DLGF taxing district number 015
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) approximate 32000 SF light manufacturing/assembly building with front office and service functions. complete building construction and site improvements on approximate 2.3 acre site. Overall development investment of approximately \$6 Million.					Estimated start date (month, day, year) March 1, 2023 Estimated completion date (month, day, year) October 1, 2023
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current Number 8.00	Salaries \$750,500.00	Number Retained 8.00	Salaries \$750,500.00	Number Additional 4.00	Salaries \$220,000.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
			REAL ESTATE IMPROVEMENTS		
			COST	ASSESSED VALUE	
Current values			275,000.00		
Plus estimated values of proposed project			6,041,003.00		
Less values of any property being replaced					
Net estimated values upon completion of project			6,041,003.00		
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 <i>J.R. Freiburger II</i>				Date signed (month, day, year) 2/2/23	
Printed name of authorized representative J.R. FREIBURGER II				Title MEMBER	

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- 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. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
 2. Residentially distressed areas ☐ Yes ☐ No
- C. The amount of the deduction applicable is limited to \$ _____.
- D. Other limitations or conditions (specify) _____
- E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* see below)
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10
- F. 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.

We have also 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 (signature and title of authorized member of designating body) <i>Michael J. Hous</i>	Telephone number <i>(317) 414-2088</i>	Date signed (month, day, year) <i>2/27/23</i>
Printed name of authorized member of designating body <i>MICHAEL J. HOUS</i>	Name of designating body <i>CITY COUNCIL</i>	
Attested by (signature and title of attester) <i>Cindy Bossard Clerk Treasurer</i>	Printed name of attester <i>CINDY BOSSARD</i>	

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ORDINANCE 23-01

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA FOR THE APPROPRIATION OF
INFRASTRUCTURE FUND FOR REAL ESTATE PURCHASE AND
FOR STREETSCAPE IMPROVEMENTS RELATED TO SR 32

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

WHEREAS, the City of Westfield Redevelopment Commission ("Commission") is a duly formed Commission under Ind. Code § 36-7-14 et. seq.;

WHEREAS, an ordinance is required to appropriate existing funds within in the Infrastructure Fund of the City for the purchase of real estate and for State Road 32 streetscape improvements that are expected; \$3,543,617.00 appropriated; \$710,000.00 for the land purchase and the remaining \$2,833,617.00 will be specifically for streetscape improvements related to SR32 reconstruction/widening

WHEREAS, a notice of public hearing on said appropriation in the amount of \$3,543,617.00, \$710,000 for payment for a land purchase previously authorized by the Council, and \$2,833,617 for streetscape improvements related to State Road 32 was properly published and such public hearing has been held, at which all taxpayers had an opportunity to appear and be heard.

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

Section 1. The Council acknowledges and authorizes the appropriation of existing monies within the City's Infrastructure Fund in the amount of \$3,543,617.00, of which \$710,000 is reserved for payment for the purchase of 2510 E 171st Street, Westfield, Indiana 46074 previously authorized by the Council through Resolution 23-102, and of which \$2,833,617 is reserved for streetscape improvements related to State Road 32.

Section 2. Said funds shall be disbursed only as authorized in Section 1, above..

COPY

PASSED THIS 27th DAY OF Feb 2023 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Scott Willis

Scott Willis

Scott Willis

Scott Willis

Jake Gilbert

Jake Gilbert

Jake Gilbert

Jake Gilbert

Joe Edwards

Joe Edwards

Joe Edwards

Joe Edwards

Scott Frei

Scott Frei

Scott Frei

Scott Frei

Mike Johns

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard

Cindy Gossard, Clerk-Treasurer

I hereby certify that ORDINANCE 23-01 was delivered to the Mayor of Westfield

on the 28th day of Feb, 2023, at 10:00 A m.

Cindy Gossard
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 23-01

this 15th day of March, 2023.

J. Andrew Cook
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 23-01

this _____ day of _____, 2023.

J. Andrew Cook, Mayor